Prepared by and after recording return to:

Daniel J. Perlman, Esq. Katten Muchin Zavis Rosenman 525 W. Monroe Street, Suite 1600 Chicago, Illinois 60661 FILED FOR RECORD BY:

MARY ELLEN VANDERVENTER
LAKE COUNTY, IL RECORDER

11/04/2004 - 10:13:26 a.M.

RECEIPT #: 192172

DRAWER #: 39

AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT

THIS AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is made and executed as of November _____, 2004 by and between COLE TAYLOR BANK, a banking corporation, duly organized under the laws of the State of Illinois, and duly authorized to accept and execute trusts with the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said corporation in pursuance of: (i) a certain Trust Agreement dated January 4, 1993 and known as Trust Number 93-2001 ("Trust 1") and (ii) a certain Trust Agreement dated January 4, 1993 and known as Trust number 93-2002 ("Trust 2", and together with Trust 1, the "Trusts"), MIDLANE DEVELOPMENT, L.P., an Illinois limited partnership ("Development"), MIDLANE PARTNERS, L.P., an Illinois limited partnership ("Partners", and collectively with Trust 1, Trust 2 and Development, the "Golf Course Owner") and CONCORD HOMES, INC., a Delaware corporation ("Developer"), and MIDLANE CLUB COMMUNITY ASSOCIATION, an Illinois not-for-profit corporation ("Association").

RECITALS

WHEREAS, on June 30, 2003 Developer purchased from the Trusts a certain tract of land located in Lake County, Illinois and legally described on Exhibit A attached hereto and made a part hereof (the "Developer Tract"), which consists of: (a) a parcel of land to be developed as residential housing (as described as Parcel 1 on Exhibit A, the "Development Area") and (b) a parcel of land containing a pool area, parking lot and associated structures (as described as Parcel 2 on Exhibit A, the "Recreational Facility");

WHEREAS, Trusts are collectively the owner of a certain tract of land adjacent to the Developer Tract legally described as <u>Exhibit B</u> attached hereto and made a part hereof (the "Golf Course Tract," and the Developer Tract and Golf Course Tract are each sometimes referred to herein individually as a "Tract", and together, the "Tracts");

WHEREAS, Partners and Development are the sole beneficiaries of Trust 1 and Trust 2, respectively;

WHEREAS, on June 30, 2003, the parties hereto entered into a certain Reciprocal Easement Agreement (the "Prior Agreement") to grant to each other certain reciprocal easements over and across their respective Tracts and set forth certain restrictions and covenants with respect to the Tracts, which Prior Agreement was recorded on July 10, 2003 as Document Number 5299900 in the Lake County Recorder's Office;

WHEREAS, on the date hereof, Developer and Development are entering into a certain letter agreement (the "Letter Agreement"), pursuant to the terms of which Development will

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convey to Developer a certain parcel of land on the Golf Course Tract to aid in Developer's development of the Developer Tract, and accordingly the legal descriptions of the Golf Course Tract and the Developer Tract are changing, and Developer and Development desire to enter into this Amended and Restated Reciprocal Easement Agreement to memorialize the new legal descriptions and certain other agreements, all as more particularly set forth herein.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth and in furtherance of the parties' understanding, the parties hereto amend and restate the Prior Agreement as follows:



AGREEMENT

Each of the Recitals set forth above are incorporated herein as if set forth herein verbatim.

ARTICLE I EASEMENTS

Section 1.1 <u>Utility, Access and Golf Easements over the Developer Tract in favor of Golf Course Owner.</u>

- (a) <u>Utilities</u>. Developer grants Golf Course Owner perpetual non-exclusive easements for the benefit of the Golf Course Tract over, under and through the Developer Tract for access to, and use of, any and all water, sewer, telephone and other utility lines affecting the Developer Tract, as necessary in connection with the maintenance and repair thereof, provided that in the exercise of the easement rights reserved in this paragraph, the Golf Course Owner shall not unreasonably interfere with Developer's development of the Developer Tract.
- (b) Golf Course. Developer grants Golf Course Owner non-exclusive easements for the benefit of the Golf Course Tract over, under and through the Developer Tract to continue to use Golf Course Owner's golf course (the "Course") as it is currently being used to the extent portions of the Course lie in the Developer Tract after the date hereof, prior to reconstruction of such portions of the Course in accordance with that certain Real Estate Sale and Purchase Agreement dated April 15, 2003 between Development and Developer, as amended, and the Plans (as hereinafter defined).
- (c) <u>Uninterrupted Golf Course Access</u>. Developer grants Golf Course Owner perpetual non-exclusive easements for the benefit of the Golf Course Tract over, under and through the Developer Tract (including over private and public roads located therein) for access, ingress, and egress over, and maintenance of, a golf cart path ensuring and continuing Golf Course Owner's uninterrupted and continuous access throughout all golf course holes adjacent to the Developer Tract. Without limitation of the foregoing, Developer agrees to install and maintain curb cuts where necessary to ensure Golf Course Owner's access over Palmer Boulevard (as depicted on the Plans pertaining to the Tracts prepared by IG Consulting, Inc./Infracon Inc., last revised Feburary 4, 2003, sheets 1 through 4, inclusive (the "Plans").

Section 1.2 Easements over Recreational Facility in favor of Golf Course Owner.

- (a) Developer grants Golf Course Owner (and any owners, operators and invitees of the Course and the driving range located north of the Recreational Facility) perpetual non-exclusive easements for the benefit of the Golf Course Tract over the Recreational Facility for pedestrian and vehicular ingress and egress (including, without limitation, by golf carts) and parking in the parking lot located at the Recreational Facility.
- (b) Developer grants Golf Course Owner a perpetual non-exclusive easement for the benefit of the Golf Course Tract to access, operate and maintain Golf Course Owner's beverage vending machine and golf-ball vending machine located in the rear of the building located at the Recreational Facility. The vending machines described herein shall remain the



property of Golf Course Owner. The easements granted hereby shall include the right of Golf Course Owner to use electricity running through and/or provided by the Recreational Facility to power such vending machines. Such electricity shall be provided by Developer at no cost to Golf Course Owner.

- (c) Developer grants Golf Course Owner a perpetual non-exclusive utility easement for the benefit of the Golf Course Tract over, under and through that certain portion of the Developer Tract more particularly described on Exhibit D for installation, operation, care, inspection, maintenance, repair, improvement, and reconstruction of, or relating to, utilities and utility facilities serving the Golf Course Tract.
- Section 1.3 Easements over Retainage Areas in favor of Developer; Maintenance of Retainage Areas. Golf Course Owner grants Developer and the Association the following easement rights for the benefit of the Development Area over the area described on Exhibit C attached hereto and made a part hereof (the "Retainage Areas") and the parties hereto make the following agreements regarding maintenance obligations with respect to the Retainage Areas, (which maintenance obligations are assignable and transferable by Developer solely to a purchaser or transferee of the entire Developer Tract or to the Association):
- (a) Pond 1 and Pond 2 (as legally described on Exhibit C): Golf Course Owner hereby grants Developer perpetual non-exclusive easements for the benefit of the Development Area for (i) drainage and water retention and detention over and into Pond 1 and Pond 2 (such easement rights being limited to the drainage and water retention and detention needs and limits for the improvements on the Development Area set forth in the Plans) and (ii) access over and into Pond 1 and Pond 2 (and the banks of Pond 1 and Pond 2) for purposes of constructing and maintaining Pond 1, Pond 2 and the associated banks of Pond 1 and Pond 2. Golf Course Owner, at its sole cost and expense, shall be obligated to cut the grass within the area of Pond 1 and Pond 2 in a manner consistent with the other ponds located on the Course, as determined by Golf Course Owner in its sole discretion (the "Grass Cutting"). The Developer shall be obligated at its sole cost and expense to maintain the entireties of Pond 1 and Pond 2 in a clean and sanitary condition, all in accordance with applicable law and in a condition consistent with the condition of the other ponds at the Course at the sole discretion of Golf Course Owner, including, without limitation, maintenance relating to drainage, erosion, flooding and algae control, but exclusive of the Grass Cutting. Such maintenance work shall be performed in a good, workmanlike and lien-free manner and Developer shall provide evidence of general liability insurance in an amount satisfactory to Golf Course Owner and naming Golf Course Owner as an additional insured. In the event Pond 1 and/or Pond 2 are not properly maintained by Developer in the manner required herein, Golf Course Owner shall have the right upon thirty (30) days prior written notice to Developer to perform maintenance on Pond 1 and/or Pond 2 and seek reimbursement from Developer for any costs incurred in connection therewith. Any amounts incurred by Golf Course Owner pursuant to this Section shall bear interest at a rate equal to fifteen percent (15%) per annum until paid by Developer, and until paid Golf Course Owner may lien the Developer Tract and foreclose on that lien in accordance with the requirements of local law. All maintenance performed by Developer hereunder shall be performed in a manner so as to not interfere with the use, operation, repair or maintenance of the Golf Course Tract. To the extent any work undertaken by Developer hereunder causes any damage to any portion of the Golf Course Tract, Developer, at Developer's sole cost and

expense, shall immediately repair any such damage to cause the Golf Course Tract to be in the condition existing immediately prior to commencement of any such work. Golf Course Owner shall also have the right, upon thirty (30) days prior written notice to Developer, to perform such repairs and seek reimbursement from the Developer for any costs incurred in connection therewith. Any amounts incurred by Golf Course Owner in connection with such repairs shall bear interest at a rate equal to fifteen percent (15%) per annum until paid by Developer, and until paid Golf Course Owner may lien the Developer Tract and foreclose on that lien in accordance with the requirements of local law.

Pond 3 (as legally described on Exhibit C): Golf Course Owner hereby (b) grants to Developer for the benefit of the Development Area access easements over the banks of Pond 3 adjacent to lots 20 through 24 and lot 30 (as depicted on the Plans) for purposes of maintaining such areas. The Developer shall be obligated at its sole cost and expense to maintain such areas in a clean and sanitary condition, all in accordance with applicable law and in a condition consistent with the condition of the other ponds at the Course at the sole discretion of Golf Course Owner. Such maintenance work shall be performed in a good, workmanlike and lien-free manner and Developer shall provide evidence of general liability insurance in an amount satisfactory to Golf Course Owner and naming Golf Course Owner as an additional insured. In the event the applicable banks of Pond 3 are not properly maintained by Developer in Golf Course Owner's sole discretion, Golf Course Owner shall have the right and easement, upon thirty (30) days prior written notice to Developer, to perform maintenance on the applicable banks of Pond 3 and seek reimbursement from Developer for any costs incurred in connection therewith. Any amounts incurred by Golf Course Owner in connection pursuant to this Section shall bear interest at a rate equal to fifteen percent (15%) per annum until paid by Developer, and until paid Golf Course Owner may lien the Developer Tract and foreclose on that lien in accordance with the requirements of local law. All maintenance performed by Developer hereunder shall be performed in a manner so as to not interfere with the use, operation, repair or maintenance of the Golf Course Tract. To the extent any work undertaken by Developer hereunder causes any damage to any portion of the Golf Course Tract, Developer, at Developer's sole cost and expense, shall immediately repair any such damage to cause the Golf Course Tract to be in the condition existing immediately prior to commencement of any such work. Golf Course Owner shall also have the right, upon thirty (30) days prior written notice to Developer, to perform such repairs and seek reimbursement from Developer for any costs incurred in connection therewith. Any amounts incurred by Golf Course Owner in connection with such repairs shall bear interest at a rate equal to fifteen percent (15%) per annum until paid by Developer, and until paid Golf Course Owner may lien the Developer Tract and foreclose on that lien in accordance with the requirements of local law.

Section 1.4 Utility and Access Easements in favor of Developer.

- (a) <u>Water Mains and Storm Sewer Lines</u>. Golf Course Owner grants Developer and Association perpetual non-exclusive easements for the benefit of the Developer Tract over, under and through the Golf Course Tract for construction and maintenance of, and access to, water mains and storm sewer lines which benefit the Developer Tract (provided that Developer shall use its reasonable efforts to access the same through public rights-of-way).
 - (b) <u>Intentionally Omitted</u>.



(c) <u>Sanitary Sewer Lines</u>. Golf Course Owner grants Developer and Association perpetual, non-exclusive easements for the benefit of the Developer Tract over the Golf Course Tract for purposes of accessing sanitary sewer lines located on the Golf Course Tract (provided that Developer shall use its best efforts to access sanitary sewer lines over and through public rights-of-way).

With respect to the easements described in subsections 1.4(a) and 1.4(c), the initial location of such easements shall be in locations reasonably agreed to by Golf Course Owner and Developer with the parties agreeing that it is their intent to locate the easements in an area which will minimize the cost of the installation of the improvements located in such easements as long as such easements are not in an area which Golf Course Owner determines is detrimental to the use of the Course. Developer agrees to deliver final engineering plans of such easements (showing the locations in which Developer shall locate the easements) and at such time Developer and Golf Course Owner shall amend this Agreement to reference the as-built locations thereof. Furthermore, Golf Course Owner shall have the perpetual right to relocate such easements at its discretion from time to time at its cost and expense to other locations reasonably determined by Golf Course Owner without the consent of the Developer. Such easements and the exercise of Developer's easement rights shall not interfere with the Golf Course Tract (including, without limitation, the Course). The construction and maintenance of the easements and improvements in the easement areas described in this Section 1.4 shall be the obligations of Developer. All costs of construction (other than relocation construction elected by Golf Course Owner pursuant to the terms hereof) and maintenance of the easements described in this Section shall be borne by Developer, and to the extent any work undertaken by Developer hereunder causes any damage to any portion of the Golf Course Tract, Developer, at such Developer's sole cost and expense, shall immediately repair any such damage to cause the Golf Course Tract to be in the condition existing immediately prior to commencement of any such work. Golf Course Owner shall also have the right, upon thirty (30) days prior written notice to Developer, to perform such repairs and seek reimbursement from Developer for any costs incurred in connection therewith. Any amounts incurred by Golf Course Owner in connection pursuant to such repairs shall bear interest at a rate equal to fifteen percent (15%) per annum until paid by Developer, and until paid Golf Course Owner may lien the Developer Tract and foreclose on that lien in accordance with the requirements of local law. The obligations of Developer as described in this Section 1.4 are assignable and transferable by Developer solely to a purchaser or transferee of the entire Developer Tract or to the Association. Notwithstanding the above, Developer may convey the benefits and burdens of any of the foregoing easements in this Section 1.4 to a public body (which public body shall assume the obligations associated with such easements) at which time all such maintenance obligations shall be those of such public body and Developer shall have no further obligations therefor.

Section 1.5 Developer Covenants.

- (a) Developer covenants with Golf Course Owner that its grading and utility work with respect to the Development Area shall not interfere with the operation of the Course.
- (b) Developer agrees that it shall sod all rear lots it develops in the Development Area which are contiguous to the Course.



Section 1.6 Golf Course Owner License. Notwithstanding anything contained herein to the contrary, Golf Course Owner shall have the right and license, at Golf Course Owner's sole cost and expense, prior to the date which occurs thirty (30) days after Developer delivers notice to Golf Course Owner that it intends to commence construction and/or grading work on the Developer Tract (subject to daily extensions for each day inclement weather prohibits Golf Course Owner's exercise of its rights in this subsection), to enter onto the Developer Tract to remove any and all sod, trees, trade fixtures and other structures from the Developer Tract. Golf Course Owner agrees to coordinate its efforts contained in the first sentence of this Section 1.6 in good faith with Developer's development of the Developer Tract, and to endeavor in good faith to avoid impeding Developer's development on the Developer Tract. Golf Course Owner shall furnish to Developer a certificate of insurance evidencing comprehensive general public liability insurance insuring the person, firm, or entity entering the Developer Tract pursuant to this Section and listing Developer and Golf Course Owner as additional insureds thereunder.

ARTICLE II RESTRICTIONS ON RECREATIONAL FACILITY

The parties agree that the Recreational Facility is subject to the following covenants and restrictions:

Restrictions on Use. Developer or its nominee shall use the Recreational Facility as a sales and marketing center relating to sales of residential homes in the Development Area. Prior to the completion of Developer's renovations of the Recreational Facility for use as a sales and marketing center, Developer may locate and operate a sales trailer in the parking lot located within the Recreational Facility, in accordance with local ordinances. Golf Course Owner makes no warranty to Developer of any kind with respect to Developer's use of such a sales trailer. Developer agrees and covenants that upon the earlier to occur of (i) Developer permanently ceasing its sales and marketing activities at the Recreational Facility and (ii) the fourth anniversary of the date hereof, Developer shall make a good faith offer in writing to sell and/or transfer (for consideration, if desired by Developer) the Recreational Facility to, jointly (and on an equitable basis), The Links at Midlane Homeowners Association, Inc., an Illinois nonprofit corporation ("The Links") and the Association. A copy of such offer shall be delivered to Golf Course Owner. In the event The Links declines such offer, or such offer expires by its terms (which terms must permit The Links a minimum of thirty (30) days to accept the offer), Developer shall promptly transfer or sell the Recreational Facility to the Association and, thereafter, The Links and its members shall have no further rights or interest in the Recreational Facility. Subsequent to the transfer as described in this paragraph, the use of the pool area within the Recreational Facility shall be restricted to those uses commonly associated with a swimming pool.

Notwithstanding anything to the contrary herein, prior to a sale of the Recreational Facility to the Links, no rights or benefits are conferred on The Links herein, and The Links are not intended to be a beneficiary of this Agreement. Golf Course Owner and Developer (subject to the terms of Section 4.2 hereof) retain the ability to amend the terms of this Section 2.1 without the consent of The Links.

- <u>Section 2.2</u> <u>Food and Beverage</u>. No sales of food and/or beverages to the general public by Developer or the Association shall be permitted at the Recreational Facility.
- Section 2.3 Use of Recreational Facility by Golf Course Owner's invitees. On a daily basis, up to ten (10) guests and invitees of the Golf Course Tract (including guests of the hotel located on the Golf Course Tract) shall have the right to access and use the swimming pool located at the Recreational Facility for a daily fee of \$3.00 per person per day.

ARTICLE III INDEMNIFICATION

- Section 3.1 Indemnification by Golf Course Owner. Golf Course Owner agrees to indemnify and hold Developer harmless from against all claims, losses and damages (including, without limitation, reasonable attorney's fees) arising out of Golf Course Owner's activities on the Developer Tract as set forth in Sections 1.1(a), 1.1(b), 1.1(c) and 1.6 hereof. The benefits of the indemnification provided hereunder are personal to Developer, a purchaser or transferee of the entire Developer Tract or to the Association.
- <u>Section 3.2</u> <u>Indemnification by Developer</u>. Without limiting any of the other terms and conditions of this Agreement, Developer agrees to indemnify and hold Golf Course Owner harmless from and against all claims, losses and damages (including, without limitation, reasonable attorney's fees), arising out of Developer's activities taking place on the Golf Course Tract as set forth in Sections 1.3 and 1.4 hereof.

ARTICLE IV MISCELLANEOUS PROVISIONS

Section 4.1 Consents. Except as may be specifically set forth herein to the contrary, to the extent any party's agreement or consent is required to satisfy any condition of this Agreement, said agreement or consent shall be deemed given if not expressly withheld or rejected in writing by the consenting or approving party within thirty (30) days of a written request for approval.

Section 4.2 Amendment.

Except as hereinabove set forth or as provided below, this Agreement may be amended only by an instrument executed by Golf Course Owner and Developer, provided that no amendment shall become effective until recorded in the recorder's office of Lake County, Illinois. Notwithstanding anything herein to the contrary, the Golf Course Owner shall at all times have the unilateral right to correct clerical or typographical errors in this Agreement or any exhibit hereto or any supplement or amendment thereto. At such time as Developer turns over control of the Development Area to the Association, this Agreement may be amended only by an instrument executed by Golf Course Owner and Association.

Section 4.3 Enforcement – General. Without limiting any other provision of this Agreement, the parties hereto agree that a breach of any of the provisions of this Agreement shall give to the party entitled to enforce such provision the right to bring a proceeding in law or equity against the party or parties breaching or attempting to breach the Agreement for damages

resulting from such breach and or an injunction enjoining such breach or attempted breach or ordering the remedying of such breach. In any legal or equitable proceedings for the enforcement of this Agreement or to restrain a breach thereof, the party or parties against whom judgment is entered shall pay the attorneys' fees and costs of the party or parties for whom judgment is entered in such amount as may be fixed by the court in such proceedings. All remedies provided under this Agreement including those at law or in equity shall be cumulative and not exclusive. The failure of a party having a right to enforce this Agreement to so do shall not be deemed a waiver of the right of any other party having such right nor a waiver of the right to enforce this Agreement in the event of a subsequent breach or the right to enforce any other provision of this Agreement. No party having the right to enforce this Agreement shall be liable for failure to enforce this Agreement.

Section 4.4 Conveyance. Except as expressly limited hereby, the covenants, conditions, restrictions, easements, licenses, uses, privileges, assessments and liens of this Agreement shall run with, and be appurtenant to, the land of the Golf Course Tract and the Developer Tract and be binding upon and inure to the benefit of each of the Golf Course Owner, Developer, Association and their respective successors and assigns. Each grantee of Developer or Golf Course Owner and each subsequent grantee by the acceptance of a deed of conveyance. and each purchaser under a purchase contract therefor, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and assessments, and the jurisdiction, rights and powers created or reserved by this Agreement, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the Tracts and shall bind any person having any interest or estate in the Tracts, and shall inure to the benefit of such grantee in like manner as though the provisions. Notwithstanding anything else contained herein to the contrary, the assignability of the obligations of Developer as set forth in Sections 1.3 and 1.4, hereunder are transferable only as expressly set forth in such Sections and the assignability of the obligations of, and benefits running in favor of, Developer as set forth in Sections 2.1 and 3.1 hereunder are transferable only as expressly set forth in such Sections.

Section 4.5 Transfer of Developer's Rights. At such time as control over the Development Area is turned over to the Association, Developer shall give Golf Course Owner a written notice executed and acknowledged by such Association in proper form for recording which shall designate (a) to whom shall be given, as agent for the Association, all notices thereafter to be given to Association, (b) who shall be entitled to exercise or enforce, on behalf of such Association, any of the rights or remedies given to Developer under this Agreement, (c) who shall have the right to deliver any amendment to this Agreement referenced in Section 4.2 hereof, which amendment shall be binding on the Developer Tract under this Agreement and (d) who shall have the right to grant any consent to be granted by Association under this Agreement (collectively, the "Association Representative"). Such Association Representative shall be the agent for service of process on the Developer Tract in any action or proceeding involving the determination or enforcement of any rights or obligations under this Agreement. Until an Association Representative is named, the Developer shall receive all notices and shall be entitled to exercise and enforce all rights and remedies given to owners of the Developer Tract hereunder.



Any notice, summons, complaint or other legal process or notice given in connection with any legal process hereunder given to or served upon such Association Representative shall be deemed to have been given to, or served upon, each and every person or entity owning an interest in real property included within the Developer Tract, at the same time that such notice or legal process is served upon such Association Representative. If Developer fails to appoint an Association Representative to perform the duties set forth above, then Developer or its successors shall not be entitled to enforce any rights and remedies given to it hereunder and any notice or legal process may be given to or served upon any one of the persons or entities that own an interest in the Developer Tract as agent for Developer and such notice or legal process shall be deemed to have been given to or served upon each and every one of the persons and entities which own an interest in the Developer Tract at the same time that such notice or legal process is given to or served upon any such person or entity, and each person or entity owning an interest in the Developer Tract shall be deemed to have appointed each other person or entity owning an interest in the Developer Tract as agent for receipt of notices and the service of legal process as aforesaid.

Section 4.6 Intentionally Omitted.

<u>Section 4.7</u> <u>No Waivers</u>. No covenants, restrictions, conditions, obligations or provisions contained in this Agreement shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 4.8 Severability. If any of the covenants, conditions or terms of this Agreement shall be found void or unenforceable for whatever reason by any court of law or of equity, then every other covenant, condition or term herein set forth shall remain valid and binding, provided, that in such event the parties hereto shall to the fullest extent possible modify such covenant, condition or term to the extent required to carry out the general intention of this Agreement and to impart validity to such covenant, condition or term.

Section 4.9 Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing addressed to the respective party as set forth below and may be personally served, telecopied or sent by overnight courier and shall be deemed given: (a) if telecopied, on the date of transmission if before 5:00 p.m. (Chicago time) on a business day or on the first (1st) business day after the date of transmission if after 5:00 p.m. (Chicago time) or on a non-business day; provided that a hard copy of such notice is also sent pursuant to (b) below; or (b) if by overnight courier, on the first business day after delivery to the courier.

If to the Developer: Concord Homes, Inc.

1540 East Dundee Road

Suite 350

Palatine, Illinois 60074 Attn: Wayne Moretti Tel.: (847) 776-0350 Fax: (847) 776-2302



With a Copy to:

Concord Homes, Inc.

1540 East Dundee Road

Suite 350

Palatine, Illinois 60074 Attn.: Deborah T. Haddad Tel.: (847) 776-0350 Fax: (847) 776-2302

With a Copy to:

Gould & Ratner

222 North LaSalle Street

Suite 800

Chicago, Illinois 60661 Attn.: John H. Mays, Esq. Tel.: (312) 236-3003 Fax: (312) 236-3241

If to the Association: Midlane Club Community Association

c/o Concord Homes, Inc. 1540 East Dundee Road

Suite 350

Palatine, Illinois 60074 Attn: Wayne Moretti Tel.: (847) 776-0350 Fax: (847) 776-2302

With a Copy to:

Concord Homes, Inc.

1540 East Dundee Road

Suite 350

Palatine, Illinois 60074 Attn.: Deborah T. Haddad Tel.: (847) 776-0350 Fax: (847) 776-2302

With a Copy to:

Gould & Ratner

222 North LaSalle Street

Suite 800

Chicago, Illinois 60661 Attn.: John H. Mays, Esq. Tel.: (312) 236-3003 Fax: (312) 236-3241

If to Golf Course

Owner:

Cole Taylor Bank, as trustee under Trust Number

93-2001 u/a/d January 4. 1993 513 Central Avenue, Suite 400 Highland Park, Illinois 60035

Attn.: Cary Glenner

Tel.: (847) 926-9999 Fax: (847) 926-9996

With a Copy to:

Katten Muchin Zavis Rosenman 525 West Monroe Street, Suite 1600

Chicago, Illinois 60661 Attn.: Daniel J. Perlman, Esq.

Tel.: (312) 902-5532 Fax: (312) 577-8668

Any party hereto may change the address for receiving notices, requests, demands or other communication by notice sent in accordance with the terms of this Section.

<u>Section 4.10</u> <u>Captions – Singular, Plural, Gender</u>. The Article and Section headings herein are intended for convenience only and shall not be construed with any substantive effect in this Agreement. Words used herein shall be deemed to include singular and plural, and any gender, as the context requires.

Section 4.11 Trusts and Trustee Exculpation. It is understood and agreed by the parties hereto that to the extent Trust 1 and Trust 2 are granting easements hereunder, such easements are granted only with respect to that portion of the Golf Course Tract owned by each of Trust 1 and Trust 2 respectively.

Notwithstanding anything contained herein to the contrary, each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of Trust 1 or Trust 2, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of such Trust 1 or Trust 2 are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by such Trust 1 or Trust 2 or for the purpose or with the intention of binding Trust 1 or Trust 2 personally and this instrument is executed and delivered by Trust 1 and Trust 2 not in their own right, but solely in the exercise of the powers conferred upon such Trust 1 and Trust 2 as trustee, and that no personal liability is assumed by, nor at any time be enforceable against Trust 1 or Trust 2 on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of Trust 1 or Trust 2 in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

[Signature Page Follows]



IN WITNESS WHEREOF, duly authorized officers of the undersigned have executed this Agreement under seal as of the day and year first above written.

GOLF COURSE OWNER:

TRUST 1:

COLE TAYLOR BANK, not individually but as Trustee under Trust Agreement dated January 4, 1993 and known as Trust No. 93-2001

By:

Name: MARIO V. GOTANCO
Title: Vice President.

Attest: Shem Smith
Title: Trust Officer

TRUST 2:

COLE TAYLOR BANK, not individually but as Trustee under Trust Agreement dated January 4, 1993 and known as Trust No. 93-2002

By:

Name: Title: MARIO V. GOTANCO
Vice President:

Attest:

Name: Title:

Shem Smith Trust Officen



MIDLANE PARTNERS, L.P., an Illinois limited partnership

CSG Development Corporation, an Illinois By:

corporation, a general partner

By:

Name:

Title:

President

By:

The Midlane Club, Inc., an Illinois corporation, a general partner

øsenquist

Title:

President 4

MIDLANE DEVELOPMENT, L.P.,

an Illinois limited partnership

By:

CSG Development Corporation, an Illinois corporation, a general partner

By:

Name: Title:

President

By:

Midlane Development Company, Inc. an Illinois corporation, a general partner

Title:

Thomas A.

President

DEVELOPER:

CONCORD HOMES, INC., a Delaware corporation

By: Name: Its:

ASSOCIATION:

MIDLANE CLUB COMMUNITY ASSOCIATION., an Illinois not-for-profit corporation

By: Name:

Its:



) SS. COUNTY OF COOK)
I, the undersigned, a Notary Public in and for said County and State, do hereby certify MARIO V. GOTANCO an officer of Cole Taylor Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officer of said association signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and seal, dated November 2, Look
Notary Public Notary Public ANITA M. LUTKUS NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 04/02/2008
STATE OF ILLINOIS) COUNTY OF COOK) SS.
I, the undersigned, a Notary Public in and for said County and State, do hereby certify MARIO V. GOTANCO an officer of Cole Taylor Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officer of said association signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and seal, dated No Vender 2, Lood.
Notary Public "OFFICIAL SEAL" ANITA M. LUTKUS Notary Public State of Illinois My Commission Expires 04/02/2008

STATE OF ILI	LINOIS)
	A also) SS
COUNTY OF	MUL)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify Cary S. Glenner an officer of CSG Development Corporation, a general partner of Midlane Partners, L.P. and Midlane Development, L.P., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officer of said association signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, dated NOVEMBER | 2009

OFFICIAL SEAL STACIA J REED NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:09/12/08

STATE OF ILLINOIS)

COUNTY OF HOLD) SS.

I, the undersigned, a Notary Public in and for said County and State, do hereby certify Thomas A. Rosenquist an officer of The Midlane Club, Inc., a general partner of Midlane Partners, L.P., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officer of said association signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, dated <u>NOVWSer</u>

OFFICIAL SEAL STACIA J REED

NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:09/12/08

Notary Public

STATE OF ILLINOIS)
y h.) SS.
COUNTY OF Jake)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify Thomas A. Rosenquist an officer of Midlane Development Company, Inc., a general partner of Midlane Development, L.P., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officer of said association signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, dated November 1, 2004

OFFICIAL SEAL STACIA J REED

NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/12/08

18

5675844

STATE OF ILLINOIS) SS.
COUNTY OF COOK) SS.
I, the undersigned, a Notary Public in and for said County and State, do hereby certify an officer of Concord Homes, Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officer of said association signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth.
GIVEN under my hand and seal, dated November 1, 2004.
Carola. Von
Notary Prible OFFICIAL SEAL" CAROL A. VOSS Notary Public, State of Illinois
STATE OF ILLUNOIS 10/14/06
COUNTY OF Cook)
I, the undersigned, a Notary Public in and for said County and State, do hereby certify an officer of Midlane Club Community Association, Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officer of said association signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth.
GIVEN under my hand and seal, dated hovember 1, 2004.
Coral a. Con
"OFFICIAL SEAL" CAROL A. VOSS Notary Public, State of Illinois My Commission Expires 10/14/06

EXHIBIT A

DEVELOPER TRACT

PARCEL 1:

THAT PART OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH/SOUTH QUARTER LINE OF SECTION 2, SAID POINT BEING 854.28 FEET SOUTHERLY OF THE NORTH QUARTER CORNER OF SECTION 2: THENCE ON AN ASSUMED BEARING OF NORTH 87 DEGREES 31 MINUTES 05 SECONDS EAST, 68.58 FEET TO THE POINT OF BEGINNING; THENCE ALONG AN ARC CONCAVE TO THE SOUTH, HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING NORTH 68 DEGREES 12 MINUTES 59 SECONDS EAST, A CHORD LENGTH OF 79.52 FEET AND AN ARC LENGTH OF 91.93 FEET; THENCE ALONG AN ARC CONCAVE TO THE NORTH, HAVING A RADIUS OF 40.00 FEET, A CHORD BEARING SOUTH 79 DEGREES 09 MINUTES 38 SECONDS EAST, A CHORD LENGTH OF 27.43 FEET AND AN ARC LENGTH OF 28.00 FEET; THENCE ALONG AN ARC CONCAVE TO THE SOUTH. HAVING A RADIUS OF 330.00 FEET, A CHORD BEARING SOUTH 83 DEGREES 47 MINUTES 07 SECONDS EAST, A CHORD LENGTH OF 175.55 FEET AND AN ARC LENGTH OF 177.69 FEET; THENCE SOUTH 68 DEGREES 21 MINUTES 33 SECONDS EAST, 94.32 FEET; THENCE ALONG AN ARC CONCAVE TO THE SOUTHWEST. HAVING A RADIUS OF 441.28, A CHORD BEARING SOUTH 64 DEGREES 36 MINUTES 56 SECONDS EAST, A CHORD LENGTH OF 57.63 FEET AND AN ARC LENGTH OF 57.67 FEET; THENCE NORTH 29 DEGREES 07 MINUTES 42 SECONDS EAST, 136.12 FEET; THENCE SOUTH 54 DEGREES 45 MINUTES 33 SECONDS EAST, 97.98 FEET: THENCE SOUTH 46 DEGREES 41 MINUTES 04 SECONDS EAST, 92.41 FEET; THENCE SOUTH 43 DEGREES 40 MINUTES 22 SECONDS EAST, 456.81 FEET; THENCE SOUTH 25 DEGREES 00 MINUTES 57 SECONDS EAST, 139.60; THENCE SOUTH 12 DEGREES 51 MINUTES 34 SECONDS WEST, 133.05 FEET; THENCE SOUTH 61 DEGREES 15 MINUTES 56 SECONDS WEST, 125.00 FEET; THENCE SOUTH 10 DEGREES 40 MINUTES 04 SECONDS WEST, 75.00 FEET; THENCE SOUTH 07 DEGREES 35 MINUTES 09 SECONDS WEST, 65.63 FEET; THENCE SOUTH 02 DEGREES 22 MINUTES 35 SECONDS EAST, 63.26 FEET; THENCE SOUTH 11 DEGREES 03 MINUTES 05 SECONDS EAST, 69.61 FEET; THENCE SOUTH 13 DEGREES 23 MINUTES 39 SECONDS EAST, 71.59 FEET; THENCE SOUTH 16 DEGREES 27 MINUTES 25 SECONDS EAST, 71.42 FEET; THENCE SOUTH 19 DEGREES 31 MINUTES 13 SECONDS EAST, 71.42 FEET; THENCE SOUTH 22 DEGREES 02 MINUTES 26 SECONDS EAST, 119.95 FEET; THENCE SOUTH 22 DEGREES 22 MINUTES 43 SECONDS WEST, 105.95 FEET; THENCE SOUTH 47 DEGREES 29 MINUTES 37 SECONDS WEST, 80.19 FEET; THENCE SOUTH 72 DEGREES 36 MINUTES 30 SECONDS WEST, 80.19 FEET; THENCE NORTH 82 DEGREES 16 MINUTES 36 SECONDS WEST, 30.12 FEET; THENCE NORTH 76 DEGREES 37 MINUTES 09 SECONDS WEST, 99.22 FEET; THENCE SOUTH 75 DEGREES 00 MINUTES 29 SECONDS WEST, 140.88; THENCE ALONG A NON-TANGENTIAL ARC CONCAVE TO

THE SOUTHWEST, HAVING A RADIUS OF 180.00 FEET, A CHORD BEARING SOUTH 65 DEGREES 41 MINUTES 25 SECONDS EAST, A CHORD LENGTH OF 128.89 FEET AND AN ARC LENGTH OF 131.82 FEET; THENCE SOUTH 44 DEGREES 42 MINUTES 40 SECONDS EAST, 116.41 FEET; THENCE SOUTH 45 DEGREES 17 MINUTES 20 SECONDS WEST, 60.00 FEET; THENCE SOUTH 43 DEGREES 28 MINUTES 54 SECONDS EAST, 64.47 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 59 SECONDS WEST, 200.00 FEET; THENCE SOUTH 72 DEGREES 29 MINUTES 39 SECONDS WEST, 177.59 FEET; THENCE SOUTH 21 DEGREES 58 MINUTES 32 SECONDS WEST, 524.36 FEET; THENCE SOUTH 85 DEGREES 09 MINUTES 24 SECONDS WEST, 302.76 FEET; THENCE NORTH 04 DEGREES 50 MINUTES 36 SECONDS WEST, 400.00 FEET; THENCE NORTH 00 DEGREES 39 MINUTES 48 SECONDS WEST, 304.14 FEET; THENCE NORTH 17 DEGREES 01 MINUTES 21 SECONDS WEST, 152.03 FEET; THENCE NORTH 31 DEGREES 24 MINUTES 50 SECONDS WEST, 219.89 FEET; THENCE ALONG A NON-TANGENTIAL ARC CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 370.00 FEET, A CHORD BEARING SOUTH 42 DEGREES 26 MINUTES 18 SECONDS WEST, A CHORD LENGTH OF 78.66 FEET AND AN ARC LENGTH OF 78.80 FEET; THENCE SOUTH 36 DEGREES 20 MINUTES 13 SECONDS WEST, 124.28 FEET; THENCE ALONG AN ARC CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 200.00, A CHORD BEARING SOUTH 51 DEGREES 49 MINUTES 14 SECONDS WEST, A CHORD LENGTH OF 106.79 FEET AND AN ARC LENGTH OF 108.10 FEET; THENCE SOUTH 67 DEGREES 18 MINUTES 15 SECONDS WEST, 51.16 FEET; THENCE ALONG A NON-TANGENTIAL ARC CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 335.00 FEET, A CHORD BEARING NORTH 32 DEGREES 01 MINUTE 54 SECONDS WEST, A CHORD LENGTH OF 91.74 FEET AND AN ARC LENGTH OF 92.03 FEET; THENCE ALONG AN ARC CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 810.84 FEET, A CHORD BEARING NORTH 40 DEGREES 15 MINUTES 10 SECONDS WEST, A CHORD LENGTH OF 9.94 FEET AND AN ARC LENGTH OF 9.94 FEET; THENCE NORTH 67 DEGREE 18 MINUTES 15 SECONDS EAST, 132.92 FEET; THENCE ALONG AN ARC CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 150.00 FEET, A CHORD BEARING NORTH 51 DEGREES 49 MINUTES 14 SECONDS EAST, A CHORD LENGTH OF 80.09 FEET AND AN ARC LENGTH OF 81.07 FEET; THENCE NORT H 36 DEGREES 20 MINUTES 13 SECONDS EAST, 43.78 FEET; THENCE ALONG AN ARC CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 430.00 FEET, A CHORD BEARING NORTH 42 DEGREES 00 MINUTES 47 SECONDS EAST, A CHORD LENGTH OF 85.06 FEET AND AN ARC LENGTH OF 85.20 FEET; THENCE NORTH 42 DEGREES 18 MINUTES 38 SECONDS WEST, 110.00 FEET; THENCE NORTH 51 DEGREES 30 MINUTES 44 SECONDS EAST, 72.14 FEET; THENCE NORTH 21 DEGREES 14 MINUTES 14 SECONDS WEST, 88.90 FEET; THENCE NORTH 12 DEGREES 30 MINUTES 30 SECONDS WEST, 70.44 FEET; THENCE NORTH 02 DEGREES 31 MINUTES 53 SECONDS WEST, 78.26 FEET; THENCE NORTH 07 DEGREES 46 MINUTES 07 SECONDS EAST, 276.90 FEET; THENCE NORTH 02 DEGREES 29 MINUTES 48 SECONDS EAST, 57.43 FEET; THENCE NORTH 00 DEGREES 58 MINUTES 47 SECONDS EAST, 287.90 FEET; THENCE NORTH 13 DEGREES 58 MINUTES 24 SECONDS EAST, 88.88 FEET; THENCE NORTH 22 DEGREES 18 MINUTES 28 SECONDS EAST, 98.14 FEET; THENCE NORTH 63 DEGREES 44 MINUTES 20

SECONDS EAST, 109.59 FEET; THENCE SOUTH 78 DEGREES 39 MINUTES 20 SECONDS EAST, 109.59 FEET; THENCE SOUTH 30 DEGREES 08 MINUTES 49 SECONDS WEST, 120.00 FEET; THENCE ALONG A NON-TANGENTIAL ARC CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING SOUTH 16 DEGREES 25 MINUTES 57 SECONDS EAST, A CHORD LENGTH OF 68.73 FEET AND AN ARC LENGTH OF 75.78 FEET; THENCE SOUTH 89 DEGREES 01 MINUTE 13 SECONDS EAST, 170.56 FEET; THENCE NORTH 03 DEGREES 49 MINUTES 46 SECONDS WEST, 154.18 FEET; THENCE NORTH 80 DEGREES 43 MINUTES 14 SECONDS EAST, 21.46 FEET; THENCE ALONG A NON-TANGENTIAL ARC CONCAVE TO THE EAST, HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING NORTH 03 DEGREES 07 MINUTES 54 SECONDS EAST, A CHORD LENGTH OF 21.49 FEET AND AN ARC LENGTH OF 21.66 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS, CONTAINING 2,287,500 SQUARE FEET OR 52.514 ACRES MORE OR LESS.

PARCEL 2:

OUTLOT "F" (EXCEPTING THE NORTH 215.00 FEET AND ALSO EXCEPTING THE WEST 50.00 FEET THEREOF) IN THE LINKS AT MIDLANE SUBDIVISION, BEING A SUBDIVISION OF PARTS OF THE NORTHWEST QUARTER OF SECTION 2, ALL IN TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

ADDING THERETO:

THAT PART OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 40.00 FEET SOUTH OF THE NORTH QUARTER CORNER OF SECTION 2, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF YORKHOUSE ROAD AND THE NORTH/SOUTH QUARTER LINE OF SECTION 2; THENCE ALONG SAID SOUTH LINE ON AN ASSUMED BEARING, NORTH 89 DEGREES 19 MINUTES 14 SECONDS WEST. 17.00 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 06 SECONDS WEST, 421.00 FEET; THENCE SOUTH 85 DEGREES 58 MINUTES 28 SECONDS EAST, 14.80 FEET: THENCE ALONG A NON-TANGENTIAL ARC CONVEX TO THE SOUTHWEST. HAVING A RADIUS OF 95.00 FEET, A CHORD BEARING SOUTH 42 DEGREES 15 MINUTES 42 SECONDS EAST, A CHORD LENGTH OF 34.62 FEET AND AN ARC LENGTH OF 34.81 FEET; THENCE SOUTH 52 DEGREES 45 MINUTES 31 SECONDS EAST, 151.23 FEET; THENCE ALONG AN ARC CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 155.00 FEET, A CHORD BEARING SOUTH 46 DEGREES 33 MINUTES 15 SECONDS EAST, A CHORD LENGTH OF 33.50 FEET AND AN ARC LENGTH 33.57 FEET TO THE POINT OF BEGINNING: THENCE NORTH 62 DEGREES 05 MINUTES 16 SECONDS EAST, 194.78 FEET; THENCE SOUTH 85 DEGREES 58 MINUTES 28 SECONDS EAST, 234.19 FEET; THENCE SOUTH 48 DEGREES 57 MINUTES 56 SECONDS EAST, 105.83 FEET; THENCE SOUTH 17 DEGREES 31

MINUTES 36 SECONDS WEST, 226.75 FEET; THENCE NORTH 54 DEGREES 45 MINUTES 33 SECONDS WEST, 45.86 FEET; THENCE SOUTH 29 DEGREES 07 MINUTES 42 SECONDS WEST, 136.12 FEET; THENCE ALONG AN ARC CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 441.28 FEET, A CHORD BEARING NORTH 64 DEGREES 36 MINUTES 56 SECONDS WEST, A CHORD LENGTH OF 57.63 FEET AND AN ARC LENGTH OF 57.67 FEET; THENCE NORTH 68 DEGREES 21 MINUTES 33 SECONDS WEST, 94.32 FEET; THENCE ALONG AN ARC CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 330.00 FEET, A CHORD BEARING NORTH 83 DEGREES 47 MINUTES 07 SECONDS WEST, A CHORD LENGTH OF 175.55 FEET AND AN ARC LENGTH OF 177.69 FEET; THENCE ALONG AN ARC CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 40.00 FEET, A CHORD BEARING NORTH 79 DEGREE 09 MINUTES 38 SECONDS WEST, A CHORD LENGTH OF 27.43 FEET AND AN ARC LENGTH OF 28.00 FEET; THENCE ALONG AN ARC CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING SOUTH 55 DEGREES 48 MINUTES 19 SECONDS WEST, A CHORD LENGTH OF 90.69 FEET AND AN ARC LENGTH OF 113.59 FEET; THENCE SOUTH 80 DEGREES 43 MINUTES 14 SECONDS WEST, 21.46 FEET; THENCE SOUTH 03 DEGREES 49 MINUTES 59 SECONDS EAST, 17.53 FEET; THENCE NORTH 09 DEGREES 03 MINUTES 03 SECONDS WEST, 176.41 FEET; THENCE NORTH 62 DEGREES 05 MINUTES 16 SECONDS EAST, 191.55 FEET; THENCE ALONG A NON-TANGENTIAL ARC CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 155.00 FEET. A CHORD BEARING NORTH 34 DEGREES 07 MINUTES 52 SECONDS WEST, A CHORD LENGTH OF 33.58 FEET AND AN ARC LENGTH OF 33.65 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS, CONTAINING 160,166 SQUARE FEET OR 3.677 ACRES, MORE OR LESS.

EXCEPTING THEREFROM:

OUTLOT A (EXCEPT THE WEST 20.00 FEET THEREOF):

THAT PART OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 40.00 FEET SOUTH OF THE NORTH QUARTER CORNER OF SECTION 2, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF YORKHOUSE ROAD AND THE NORTH/SOUTH QUARTER LINE OF SECTION 2; THENCE ALONG SAID SOUTH LINE ON AN ASSUMED BEARING, NORTH 89 DEGREES 19 MINUTES 14 SECONDS WEST, 17.00 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 06 SECONDS WEST, 421.00 FEET; THENCE SOUTH 85 DEGREES 58 MINUTES 28 SECONDS EAST, 14.80 FEET; THENCE ALONG A NON-TANGENTIAL ARC CONVEX TO THE SOUTHWEST. HAVING A RADIUS OF 95.00 FEET, A CHORD BEARING SOUTH 42 DEGREES 15 MINUTES 42 SECONDS EAST, A CHORD LENGTH OF 34.62 FEET AND AN ARC LENGTH OF 34.81 FEET; THENCE SOUTH 52 DEGREES 45 MINUTES 31 SECONDS EAST, 151.23 FEET; THENCE ALONG AN ARC CONVEX TO THE NORTHEAST. HAVING A RADIUS OF 155.00 FEET, A CHORD BEARING SOUTH 46 DEGREES 33 MINUTES 15 SECONDS EAST, A CHORD LENGTH OF 33.50 FEET AND AN ARC LENGTH 33.57 FEET; THENCE NORTH 62 DEGREES 05 MINUTES 16 SECONDS EAST.

194.78 FEET; THENCE SOUTH 85 DEGREES 58 MINUTES 28 SECONDS EAST, 234.18 FEET; THENCE SOUTH 48 DEGREES 57 MINUTES 56 SECONDS EAST, 105.83 FEET; THENCE SOUTH 17 DEGREES 31 MINUTES 36 SECONDS WEST, 226.75 FEET; THENCE SOUTH 54 DEGREES 45 MINUTES 33 SECONDS EAST, 45.86 FEET; THENCE SOUTH 46 DEGREES 41 MINUTES 04 SECONDS EAST, 92.40 FEET; THENCE SOUTH 43 DEGREES 40 MINUTES 22 SECONDS EAST, 456.81 FEET; THENCE SOUTH 25 DEGREES 00 MINUTES 57 SECONDS EAST, 139.60; THENCE SOUTH 12 DEGREES 51 MINUTES 34 SECONDS WEST, 133.05 FEET; THENCE SOUTH 61 DEGREES 15 MINUTES 56 SECONDS WEST, 125.00 FEET; THENCE SOUTH 10 DEGREES 40 MINUTES 04 SECONDS WEST, 75.00 FEET; THENCE SOUTH 07 DEGREES 35 MINUTES 09 SECONDS WEST, 65.63 FEET; THENCE SOUTH 02 DEGREES 22 MINUTES 35 SECONDS EAST, 63.26 FEET; THENCE SOUTH 11 DEGREES 03 MINUTES 05 SECONDS EAST, 69.61 FEET; THENCE SOUTH 13 DEGREES 23 MINUTES 39 SECONDS EAST, 71.59 FEET; THENCE SOUTH 16 DEGREES 27 MINUTES 25 SECONDS EAST, 71.42 FEET; THENCE SOUTH 19 DEGREES 31 MINUTES 13 SECONDS EAST, 71.42 FEET; THENCE SOUTH 22 DEGREES 02 MINUTES 26 SECONDS EAST, 119.95 FEET; THENCE SOUTH 22 DEGREES 22 MINUTES 43 SECONDS WEST, 105.95 FEET; THENCE SOUTH 47 DEGREES 29 MINUTES 37 SECONDS WEST, 80.19 FEET; THENCE SOUTH 72 DEGREES 36 MINUTES 30 SECONDS WEST, 80.19 FEET; THENCE NORTH 82 DEGREES 16 MINUTES 36 SECONDS WEST, 30.12 FEET; THENCE NORTH 76 DEGREES 37 MINUTES 09 SECONDS WEST, 99.22 FEET; THENCE SOUTH 75 DEGREES 00 MINUTES 29 SECONDS WEST, 140.88; THENCE ALONG A NON-TANGENTIAL ARC CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 180.00 FEET, A CHORD BEARING SOUTH 65 DEGREES 41 MINUTES 25 SECONDS EAST, A CHORD LENGTH OF 128.89 FEET AND AN ARC LENGTH OF 131.82 FEET; THENCE SOUTH 44 DEGREES 42 MINUTES 40 SECONDS EAST, 116.41 FEET; THENCE SOUTH 45 DEGREES 17 MINUTES 20 SECONDS WEST, 60.00 FEET; THENCE SOUTH 43 DEGREES 28 MINUTES 54 SECONDS EAST, 64.47 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 59 SECONDS WEST, 200.00 FEET; THENCE SOUTH 72 DEGREES 29 MINUTES 39 SECONDS WEST, 177.59 FEET; THENCE SOUTH 21 DEGREES 58 MINUTES 32 SECONDS WEST, 524.36 FEET; THENCE SOUTH 85 DEGREES 09 MINUTES 24 SECONDS WEST, 302.76 FEET; THENCE NORTH 04 DEGREES 50 MINUTES 36 SECONDS WEST, 400.00 FEET; THENCE NORTH 00 DEGREES 39 MINUTES 48 SECONDS WEST, 304.14 FEET; THENCE NORTH 17 DEGREES 01 MINUTE 21 SECONDS WEST, 152.03 FEET; THENCE NORTH 31 DEGREES 24 MINUTES 50 SECONDS WEST, 219.89 FEET TO THE POINT OF BEGINNING; THENCE ALONG A NON-TANGENTIAL ARC CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 370.00 FEET, A CHORD BEARING SOUTH 42 DEGREES 26 MINUTES 18 SECONDS WEST, A CHORD LENGTH OF 78.66 FEET AND AN ARC LENGTH OF 78.80 FEET: THENCE SOUTH 36 DEGREES 20 MINUTES 13 SECONDS WEST, 124.28 FEET; THENCE ALONG AN ARC CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING SOUTH 51 DEGREES 49 MINUTES 14 SECONDS WEST, A CHORD LENGTH OF 106.79 FEET AND AN ARC LENGTH OF 108.10 FEET: THENCE SOUTH 67 DEGREES 18 MINUTES 15 SECONDS WEST, 31.15 FEET; THENCE ALONG A NON-TANGENTIAL ARC CONVEX TO THE NORTHEAST, HAVING A

RADIUS OF 355.00 FEET,A CHORD BEARING NORTH 31 DEGREES 59 MINUTES 42 SECONDS WEST, A CHORD LENGTH OF 97.78 FEET AND AN ARC LENGTH OF 98.09 FEET; THENCE NORTH 40 DEGREES 12 MINUTES 59 SECONDS WEST, 3.68 FEET; THENCE NORTH 6 DEGREES 18 MINUTES 15 SECONDS EAST, 111.95 FEET; THENCE ALONG AN ARC CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 150.00 FEET, A CHORD BEARING NORTH 51 DEGREES 49 MINUTES 14 SECONDS EAST, A CHORD LENGTH OF 80.09 FEET AND AN ARC LENGTH OF 81.07 FEET; THENCE NORTH 36 DEGREES 20 MINUTES 13 SECONDS EAST, 43.78 FEET; THENCE ALONG AN ARC CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 430.00 FEET, A CHORD BEARING NORTH 42 DEGREES 00 MINUTES 47 SECONDS EAST, A CHORD LENGTH OF 85.06 FEET AND AN ARC LENGTH OF 85.20 FEET; THENCE SOUTH 47 DEGREES 32 MINUTES 17 SECONDS EAST, 60.29 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS.

Permanent Real Estate Index Number:

07-02-100-015 07-02-400-001 07-02-100-016 07-02-101-148



EXHIBIT B

GOLF COURSE TRACT

PARCEL 1:

THE WEST 490.8 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2 (EXCEPT THE NORTH 215 FEET OF THE SOUTH 635 FEET THEREOF), TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 228 FEET OF THE WEST 718.8 FEET OF THE SOUTH 500.2 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 3:

THE NORTH 1212 FEET OF THE SOUTH 1622 FEET OF THE EAST ½ OF GOVERNMENT LOTS 1 AND 2 (EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH 1622 FEET; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 2, 1212 FEET; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH 1212 FEET, 527.74 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE LINE DRAWN BETWEEN TWO POINTS, THE FIRST BEING 880 FEET NORTH OF THE SOUTH LINE AND 665 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4, THE SECOND BEING 405 FEET SOUTH OF THE NORTH LINE AND 290 FEET WEST OF THE EAST LINE OF THE SOUTHWEST 1/4; THENCE NORTH 16 DEGREES 17 MINUTES WEST, 489.37 FEET. MORE OR LESS, TO THE SAID FIRST POINT; THENCE SOUTH 89 DEGREES 52 MINUTES 40 SECONDS WEST ALONG A LINE PARALLEL WITH AND 880 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST 1/4, 300 FEET; THENCE NORTH 02 DEGREES 38 MINUTES WEST ALONG A LINE WHICH IF EXTENDED NORTHERLY PASSES THROUGH A POINT 672 FEET SOUTH OF THE NORTH LINE AND 1009 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4, 742.68 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID SOUTH 1622 FEET; THENCE EASTERLY ALONG SAID NORTH LINE, 999.16 FEET MORE OR LESS, TO THE POINT OF BEGINNING) AND (EXCEPT THE WEST 28 FEET THEREOF) IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 4:

THE SOUTH 410 FEET OF THE EAST ½ OF GOVERNMENT LOTS 1 AND 2 IN THE NORTHWEST 1/4 (EXCEPT THAT PART DESCRIBED AS FOLLOWS:



BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH 410 FEET; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST 1/4, 410 FEET; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTHWEST 1/4, 408 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE LINE BETWEEN TWO POINTS, THE FIRST BEING 665 FEET WEST OF THE EAST LINE AND 880 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST 1/4, AND THE SECOND BEING 405 FEET SOUTH OF THE NORTH LINE AND 290 FEET WEST OF THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 2; THENCE NORTH 16 DEGREES 17 MINUTES WEST ALONG A LINE BETWEEN TWO SAID POINTS, 426.89 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID SOUTH 410 FEET; THENCE EASTERLY ALONG SAID NORTH LINE, 527.74 FEET, MORE OR LESS, TO THE POINT OF BEGINNING) AND (EXCEPT THE WEST 28 FEET THEREOF) OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE LAKE COUNTY, ILLINOIS.

PARCEL 5:

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2 (EXCEPT THE WEST 490.8 FEET THEREOF, AND EXCEPT THE EAST 228 FEET OF THE WEST 718.8 FEET OF THE SOUTH 500.2 FEET, AND ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE WESTERLY ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, 408 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE LINE BETWEEN TWO POINTS, THE FIRST BEING 405 FEET SOUTH OF THE NORTH LINE AND 290 FEET WEST OF THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE SECOND BEING 880 FEET NORTH OF THE SOUTH LINE AND 665 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 2; THENCE SOUTH 16 DEGREES 17 MINUTES EAST, 421.37 FEET, MORE OR LESS, TO THE SAID FIRST POINT; THENCE SOUTH 07 DEGREES 14 MINUTES WEST, 927.35 FEET, MORE OR LESS, TO THE POINT ON THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE EASTERLY ALONG SAID SOUTH LINE, 406.55 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH ALONG THE EAST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, 1325 FEET, MORE OR LESS, TO THE POINT OF BEGINNING) IN TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 6:

THE NORTH 260 FEET OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART LYING EAST OF THE WESTERLY EDISON RIGHT OF WAY LINE, AND EXCEPT THAT PART DESCRIBED AS FOLLOWS:



BEGINNING AT THE NORTHWEST CORNER OF SAID NORTH 260 FEET; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, 1175.22 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE LINE BETWEEN TWO POINTS, THE FIRST BEING 810 FEET EAST OF THE WEST LINE AND 550 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST 1/4, AND THE SECOND BEING 1320 FEET WEST OF THE EAST LINE AND 216 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 2; THENCE SOUTH 33 DEGREES 33 MINUTES 20 SECONDS WEST ALONG A LINE BETWEEN SAID POINTS, 312.42 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID NORTH 260 FEET; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID NORTH 260 FEET; THENCE NORTH ALONG THE WEST LINE OF SAID NORTH 260 FEET; THENCE NORTH ALONG THE WEST LINE OF SAID NORTH 260 FEET TO THE POINT OF BEGINNING), IN LAKE COUNTY, ILLINOIS.

PARCEL 7:

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2 (EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, 811.69 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE LINE BETWEEN TWO POINTS, THE FIRST BEING 75 FEET WEST OF THE EAST LINE AND 450 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST 1/4, AND THE SECOND BEING 425 FEET EAST OF THE WEST LINE AND 890 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE SOUTH 48 DEGREES 38 MINUTES WEST, 100 FEET, MORE OR LESS, TO THE SAID FIRST POINT; THENCE NORTH 71 DEGREES 45 MINUTES 45 SECONDS WEST 447.5 FEET; THENCE NORTH 07 DEGREES 14 MINUTES EAST ALONG THE LINE WHICH IF EXTENDED NORTHERLY PASSES THROUGH THE POINT 290 FEET WEST OF THE EAST LINE AND 405 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 2, 743.55 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE EASTERLY ALONG SAID NORTH LINE, 406.55 FEET, MORE OR LESS, TO THE POINT OF BEGINNING), IN TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 8:

THE SOUTH ½ OF THE SOUTHEAST 1/4 OF SECTION 2 (EXCEPT THAT PART LYING EAST OF THE WESTERLY EDISON RIGHT OF WAY LINE, AND ALSO EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH ½ OF SAID SOUTH EAST 1/4; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTH 1/2, 563.96 FEET, MORE OR LESS, TO A POINT ON THE LINE BETWEEN TWO POINTS, THE FIRST BEING 425 FEET EAST OF THE WEST LINE AND 890 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST 1/4, AND THE SECOND BEING 810 FEET EAST OF THE WEST LINE AND 550 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST



1/4; THENCE SOUTH 17 DEGREES 35 MINUTES 20 SECONDS WEST, 566.15 FEET, MORE OR LESS, TO THE SAID FIRST POINT; THENCE SOUTH 48 DEGREES 38 MINUTES WEST ALONG A LINE WHICH IF EXTENDED SOUTHWESTERLY PASSES THROUGH A POINT 75 FEET WEST OF THE EAST LINE AND 450 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 2, 566.15 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SOUTHEAST 1/4 OF SECTION 2; THENCE NORTH ALONG SAID WEST LINE, 811.69 FEET, MORE OR LESS, TO THE POINT OF BEGINNING), IN TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 9:

THE NORTH ½ OF THE SOUTHEAST 1/4 OF SECTION 2 (EXCEPT THE NORTH 260 FEET THEREOF, AND EXCEPT THAT PART LYING EAST OF THE WESTERLY EDISON RIGHT OF WAY LINE, ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTH 260 FEET, THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTH 260 FEET, 1002.57 FEET, MORE OR LESS, TO THE POINT OF INTERSECTION WITH THE LINE BETWEEN TWO POINTS, THE FIRST BEING 810 FEET EAST OF THE WEST LINE AND 550 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 2, AND THE SECOND BEING 1320 FEET WEST OF THE EAST LINE AND 216 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 2; THENCE SOUTH 33 DEGREES 33 MINUTES 20 SECONDS WEST, 349.47 FEET, MORE OR LESS, TO THE SAID FIRST POINT; THENCE SOUTH 17 DEGREES 35 MINUTES 20 SECONDS WEST ALONG A LINE WHICH IF EXTENDED SOUTHWESTERLY, PASSES THROUGH A POINT 425 FEET EAST OF THE WEST LINE AND 890 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 2, 814.26 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID NORTH ½ OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE WESTERLY ALONG SAID SOUTH LINE, 563.36 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID NORTH 1/2; THENCE NORTH ALONG THE WEST LINE OF SAID NORTH 1/2, 1065 FEET MORE OR LESS, TO THE POINT OF BEGINNING) IN TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 10:

THAT PART OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 2, 17 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID NORTHWEST 1/4, 461 FEET, SAID LINE HEREAFTER DESIGNATED AS HAVING A COURSE OF SOUTH 00 DEGREES FOR PURPOSES OF THIS DESCRIPTION; THENCE SOUTH 86 DEGREES 34 MINUTES 30 SECONDS EAST, 667.83 FEET TO A POINT WHICH IS 650 FEET EAST

OF THE WEST LINE AND 500 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 2: THENCE SOUTH 49 DEGREES 35 MINUTES 30 SECONDS EAST, 877.38 FEET TO A POINT, SAID POINT BEING 1320 FEET WEST OF THE EAST LINE AND 1432 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 2; THENCE SOUTH 00 DEGREES 01 MINUTE 00 SECONDS EAST ALONG A LINE PARALLEL WITH AND 1320 FEET WEST OF THE EAST LINE OF SAID NORTHEAST 1/4, 1216 FEET; THENCE SOUTH 33 DEGREES 33 MINUTES 20 SECONDS WEST, 920.36 FEET TO A POINT WHICH IS 810 FEET EAST OF THE WEST LINE AND 550 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 2: THENCE SOUTH 17 DEGREES 35 MINUTES 20 SECONDS WEST, 1274.14 FEET TO A POINT, SAID POINT BEING 425 FEET EAST OF THE WEST LINE AND 890 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE SOUTH 48 DEGREES 38 MINUTES WEST, 666.15 FEET TO A POINT, SAID POINT BEING 75 FEET WEST OF THE EAST LINE AND 450 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 2; THENCE NORTH 71 DEGREES 45 MINUTES 45 SECONDS WEST 447.50 FEET; THENCE NORTH 07 DEGREES 14 MINUTES EAST, 1670.94 FEET TO A POINT, SAID POINT BEING 405 FEET SOUTH OF THE NORTH LINE AND 290 FEET WEST OF THE EAST LINE OF THE SAID SOUTHWEST 1/4; THENCE NORTH 16 DEGREES 17 MINUTES WEST, 1337.63 FEET TO A POINT, WHICH IS 665 FEET WEST OF THE EAST LINE AND 880 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 2; THENCE SOUTH 89 DEGREES 52 MINUTES 40 SECONDS WEST ALONG A LINE PARALLEL WITH AND 880 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST 1/4, 300 FEET TO A POINT WHICH IS 965 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4; THENCE NORTH 02 DEGREES 38 MINUTES WEST, 956.61 FEET TO A POINT, SAID POINT BEING 672 FEET SOUTH OF THE NORTH LINE AND 1009 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 2; THENCE NORTH PARALLEL WITH THE EAST LINE OF THE SAID NORTHWEST 1/4 108 FEET; THENCE EASTERLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4 573 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID NORTHWEST 1/4, 104 FEET; THENCE EASTERLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE SAID NORTHWEST 1/4, 151 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF THE SAID NORTHWEST 1/4, 195 FEET: THENCE EASTERLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE SAID NORTHWEST 1/4, 33 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF THE SAID NORTHWEST 1/4, 265 FEET TO A POINT ON THE NORTH LINE OF THE SAID NORTHWEST 1/4; THENCE EASTERLY ALONG SAID NORTH LINE, 235 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART LYING WEST OF THE EAST 17 FEET AND NORTH OF THE SOUTH 1622 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 31, IN LAKE COUNTY, ILLINOIS).

PARCEL 11:

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO WIT:



COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER QUARTER SECTION; THENCE SOUTH ALONG THE WEST LINE THEREOF, 1232.99 FEET TO A POINT 90.31 FEET NORTH OF THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION (SAID POINT BEING ON THE NORTHWESTERLY LINE OF THE PROPERTY CONVEYED TO A. EVERETT PATTON BY DEED RECORDED NOVEMBER 25, 1960 AS DOCUMENT 10905461); THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID PREMISES CONVEYED TO A. EVERETT PATTON, 1337.54 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID QUARTER QUARTER SECTION; THENCE WEST ALONG SAID NORTH LINE 508.95 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 12:

THE EAST ½ OF GOVERNMENT LOTS 1 AND 2 OF THE NORTHWEST 1/4 OF SECTION 2 (EXCEPT THE SOUTH 1622 FEET THEREOF, AND EXCEPT THE WEST 28 FEET THEREOF AND EXCEPT MIDLANE FARMS COUNTRYSIDE UNIT NO. 1 RECORDED AS DOCUMENT 1305259, AND EXCEPT THE EAST 17 FEET THEREOF LYING WEST OF MIDLANE FARMS COUNTRYSIDE UNIT 1, NOTED HEREIN), IN TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 13:

THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11 (EXCEPT THAT PART THEREOF LYING WEST OF THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD RIGHT OF WAY, AND EXCEPT THOSE PARTS CONVEYED TO THE COMMONWEALTH EDISON COMPANY BY INSTRUMENTS RECORDED OCTOBER 28, 1955 AS DOCUMENT 886845 AND AUGUST 15, 1960 AS DOCUMENT 1079033), IN TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 14:

THE WEST ½ OF GOVERNMENT LOTS 1 AND 2 IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 663 FEET OF THE EAST 553 FEET THEREOF, AND EXCEPT OAK CREST SUBDIVISION, PHASE 1 AND PHASE 2), IN LAKE COUNTY, ILLINOIS. PARCEL 15:

THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART LYING SOUTHWESTERLY OF THE NORTHEASTERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY RIGHT OF WAY), IN LAKE COUNTY, ILLINOIS.

PARCEL 16:

3

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART LYING WEST OF THE EAST LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY RIGHT OF WAY), IN LAKE COUNTY, ILLINOIS.

PARCEL 17:

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF THE RAILROAD RIGHT OF WAY, IN LAKE COUNTY, ILLINOIS.

PARCEL 18:

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE TRIANGLE IN THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION, BEING 90.31 FEET ON THE EAST LINE AND 37.29 FEET OF THE SOUTH LINE THEREOF), IN LAKE COUNTY, ILLINOIS.

ADDING THERETO:

LOT 4 IN MIDLANE COUNTRYSIDE UNIT 1, BEING A SUBDIVISION IN SECTION 2, TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 1305259 IN LAKE COUNTY, ILLINOIS.

OUTLOT A (EXCEPT THE WEST 20.00 FEET THEREOF):

THAT PART OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 40.00 FEET SOUTH OF THE NORTH QUARTER CORNER OF SECTION 2, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF YORKHOUSE ROAD AND THE NORTH/SOUTH QUARTER LINE OF SECTION 2: THENCE ALONG SAID SOUTH LINE ON AN ASSUMED BEARING, NORTH 89 DEGREES 19 MINUTES 14 SECONDS WEST. 17.00 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 06 SECONDS WEST, 421.00 FEET; THENCE SOUTH 85 DEGREES 58 MINUTES 28 SECONDS EAST, 14.80 FEET: THENCE ALONG A NON-TANGENTIAL ARC CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 95.00 FEET, A CHORD BEARING SOUTH 42 DEGREES 15 MINUTES 42 SECONDS EAST, A CHORD LENGTH OF 34.62 FEET AND AN ARC LENGTH OF 34.81 FEET; THENCE SOUTH 52 DEGREES 45 MINUTES 31 SECONDS EAST, 151.23 FEET; THENCE ALONG AN ARC CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 155.00 FEET, A CHORD BEARING SOUTH 46 DEGREES 33 MINUTES 15 SECONDS EAST, A CHORD LENGTH OF 33.50 FEET AND AN ARC LENGTH 33.57 FEET; THENCE NORTH 62 DEGREES 05 MINUTES 16 SECONDS EAST. 194.78 FEET; THENCE SOUTH 85 DEGREES 58 MINUTES 28 SECONDS EAST, 234.18

FEET; THENCE SOUTH 48 DEGREES 57 MINUTES 56 SECONDS EAST, 105.83 FEET; THENCE SOUTH 17 DEGREES 31 MINUTES 36 SECONDS WEST, 226.75 FEET; THENCE SOUTH 54 DEGREES 45 MINUTES 33 SECONDS EAST, 45.86 FEET; THENCE SOUTH 46 DEGREES 41 MINUTES 04 SECONDS EAST, 92.40 FEET: THENCE SOUTH 43 DEGREES 40 MINUTES 22 SECONDS EAST, 456.81 FEET; THENCE SOUTH 25 DEGREES 00 MINUTES 57 SECONDS EAST, 139.60; THENCE SOUTH 12 DEGREES 51 MINUTES 34 SECONDS WEST, 133.05 FEET; THENCE SOUTH 61 DEGREES 15 MINUTES 56 SECONDS WEST, 125.00 FEET; THENCE SOUTH 10 DEGREES 40 MINUTES 04 SECONDS WEST, 75.00 FEET; THENCE SOUTH 07 DEGREES 35 MINUTES 09 SECONDS WEST, 65.63 FEET; THENCE SOUTH 02 DEGREES 22 MINUTES 35 SECONDS EAST, 63.26 FEET; THENCE SOUTH 11 DEGREES 03 MINUTES 05 SECONDS EAST, 69.61 FEET; THENCE SOUTH 13 DEGREES 23 MINUTES 39 SECONDS EAST, 71.59 FEET; THENCE SOUTH 16 DEGREES 27 MINUTES 25 SECONDS EAST, 71.42 FEET; THENCE SOUTH 19 DEGREES 31 MINUTES 13 SECONDS EAST, 71.42 FEET; THENCE SOUTH 22 DEGREES 02 MINUTES 26 SECONDS EAST, 119.95 FEET; THENCE SOUTH 22 DEGREES 22 MINUTES 43 SECONDS WEST, 105.95 FEET; THENCE SOUTH 47 DEGREES 29 MINUTES 37 SECONDS WEST, 80.19 FEET; THENCE SOUTH 72 DEGREES 36 MINUTES 30 SECONDS WEST, 80.19 FEET; THENCE NORTH 82 DEGREES 16 MINUTES 36 SECONDS WEST, 30.12 FEET: THENCE NORTH 76 DEGREES 37 MINUTES 09 SECONDS WEST, 99.22 FEET; THENCE SOUTH 75 DEGREES 00 MINUTES 29 SECONDS WEST, 140.88; THENCE ALONG A NON-TANGENTIAL ARC CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 180.00 FEET, A CHORD BEARING SOUTH 65 DEGREES 41 MINUTES 25 SECONDS EAST, A CHORD LENGTH OF 128.89 FEET AND AN ARC LENGTH OF 131.82 FEET; THENCE SOUTH 44 DEGREES 42 MINUTES 40 SECONDS EAST, 116.41 FEET; THENCE SOUTH 45 DEGREES 17 MINUTES 20 SECONDS WEST, 60.00 FEET; THENCE SOUTH 43 DEGREES 28 MINUTES 54 SECONDS EAST, 64.47 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 59 SECONDS WEST, 200.00 FEET; THENCE SOUTH 72 DEGREES 29 MINUTES 39 SECONDS WEST, 177.59 FEET; THENCE SOUTH 21 DEGREES 58 MINUTES 32 SECONDS WEST, 524.36 FEET; THENCE SOUTH 85 DEGREES 09 MINUTES 24 SECONDS WEST, 302.76 FEET; THENCE NORTH 04 DEGREES 50 MINUTES 36 SECONDS WEST, 400.00 FEET; THENCE NORTH 00 DEGREES 39 MINUTES 48 SECONDS WEST, 304.14 FEET; THENCE NORTH 17 DEGREES 01 MINUTE 21 SECONDS WEST, 152.03 FEET; THENCE NORTH 31 DEGREES 24 MINUTES 50 SECONDS WEST, 219.89 FEET TO THE POINT OF BEGINNING; THENCE ALONG A NON-TANGENTIAL ARC CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 370.00 FEET, A CHORD BEARING SOUTH 42 DEGREES 26 MINUTES 18 SECONDS WEST, A CHORD LENGTH OF 78.66 FEET AND AN ARC LENGTH OF 78.80 FEET: THENCE SOUTH 36 DEGREES 20 MINUTES 13 SECONDS WEST, 124.28 FEET; THENCE ALONG AN ARC CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING SOUTH 51 DEGREES 49 MINUTES 14 SECONDS WEST, A CHORD LENGTH OF 106.79 FEET AND AN ARC LENGTH OF 108.10 FEET: THENCE SOUTH 67 DEGREES 18 MINUTES 15 SECONDS WEST, 31.15 FEET; THENCE ALONG A NON-TANGENTIAL ARC CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 355.00 FEET, A CHORD BEARING NORTH 31 DEGREES 59 MINUTES 42

SECONDS WEST, A CHORD LENGTH OF 97.78 FEET AND AN ARC LENGTH OF 98.09 FEET; THENCE NORTH 40 DEGREES 12 MINUTES 59 SECONDS WEST, 3.68 FEET; THENCE NORTH 6 DEGREES 18 MINUTES 15 SECONDS EAST, 111.95 FEET; THENCE ALONG AN ARC CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 150.00 FEET, A CHORD BEARING NORTH 51 DEGREES 49 MINUTES 14 SECONDS EAST, A CHORD LENGTH OF 80.09 FEET AND AN ARC LENGTH OF 81.07 FEET; THENCE NORTH 36 DEGREES 20 MINUTES 13 SECONDS EAST, 43.78 FEET; THENCE ALONG AN ARC CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 430.00 FEET, A CHORD BEARING NORTH 42 DEGREES 00 MINUTES 47 SECONDS EAST, A CHORD LENGTH OF 85.06 FEET AND AN ARC LENGTH OF 85.20 FEET; THENCE SOUTH 47 DEGREES 32 MINUTES 17 SECONDS EAST, 60.29 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS.

AND EXCEPTING FROM THE AFOREMENTIONED PARCELS 1 THROUGH 18, LOTS 1-212 AND OUTLOTS C, D, E, G AND H OF THE LINKS AT MIDLANE SUBDIVISION, BEING A SUBDIVISION OF PARTS OF THE NORTHWEST QUARTER OF SECTION 2, ALL IN TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JUNE 29, 1994 AS DOCUMENT 3561532, IN LAKE COUNTY, ILLINOIS.

AND ALSO EXCEPTING THEREFROM ALL ROADS IN THE LINKS AT MIDLANE SUBDIVISION PREVIOUSLY DEDICATED TO THE PUBLIC.

AND ALSO EXCEPTING THEREFROM OUTLOT "F" (EXCEPTING THE NORTH 215.00 FEET AND ALSO EXCEPTING THE WEST 50.00 FEET THEREOF) IN THE LINKS AT MIDLANE SUBDIVISION, BEING A SUBDIVISION OF PARTS OF THE NORTHWEST QUARTER OF SECTION 2, ALL IN TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

AND ALSO EXCEPTING THEREFROM THAT PART OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH/SOUTH QUARTER LINE OF SECTION 2, SAID POINT BEING 854.28 FEET SOUTHERLY OF THE NORTH QUARTER CORNER OF SECTION 2: THENCE ON AN ASSUMED BEARING OF NORTH 87 DEGREES 31 MINUTES 05 SECONDS EAST, 68.58 FEET TO THE POINT OF BEGINNING; THENCE ALONG AN ARC CONCAVE TO THE SOUTH, HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING NORTH 68 DEGREES 12 MINUTES 59 SECONDS EAST, A CHORD LENGTH OF 79.52 FEET AND AN ARC LENGTH OF 91.93 FEET; THENCE ALONG AN ARC CONCAVE TO THE NORTH, HAVING A RADIUS OF 40.00 FEET, A CHORD BEARING SOUTH 79 DEGREES 09 MINUTES 38 SECONDS EAST, A CHORD LENGTH OF 27.43 FEET AND AN ARC LENGTH OF 28.00 FEET: THENCE ALONG AN ARC CONCAVE TO THE SOUTH, HAVING A RADIUS OF 330.00 FEET, A CHORD BEARING SOUTH 83 DEGREES 47 MINUTES 07 SECONDS EAST, A CHORD LENGTH OF 175.55 FEET AND AN ARC LENGTH OF 177.69 FEET; THENCE SOUTH 68 DEGREES 21 MINUTES 33 SECONDS EAST, 94.32 FEET; THENCE ALONG

34

AN ARC CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 441.28, A CHORD BEARING SOUTH 64 DEGREES 36 MINUTES 56 SECONDS EAST, A CHORD LENGTH OF 57.63 FEET AND AN ARC LENGTH OF 57.67 FEET; THENCE NORTH 29 DEGREES 07 MINUTES 42 SECONDS EAST, 136.12 FEET; THENCE SOUTH 54 DEGREES 45 MINUTES 33 SECONDS EAST, 97.98 FEET; THENCE SOUTH 46 DEGREES 41 MINUTES 04 SECONDS EAST, 92.41 FEET; THENCE SOUTH 43 DEGREES 40 MINUTES 22 SECONDS EAST, 456.81 FEET; THENCE SOUTH 25 DEGREES 00 MINUTES 57 SECONDS EAST, 139.60; THENCE SOUTH 12 DEGREES 51 MINUTES 34 SECONDS WEST, 133.05 FEET; THENCE SOUTH 61 DEGREES 15 MINUTES 56 SECONDS WEST, 125.00 FEET; THENCE SOUTH 10 DEGREES 40 MINUTES 04 SECONDS WEST, 75.00 FEET: THENCE SOUTH 07 DEGREES 35 MINUTES 09 SECONDS WEST, 65.63 FEET; THENCE SOUTH 02 DEGREES 22 MINUTES 35 SECONDS EAST, 63.26 FEET; THENCE SOUTH 11 DEGREES 03 MINUTES 05 SECONDS EAST, 69.61 FEET; THENCE SOUTH 13 DEGREES 23 MINUTES 39 SECONDS EAST, 71.59 FEET; THENCE SOUTH 16 DEGREES 27 MINUTES 25 SECONDS EAST, 71.42 FEET; THENCE SOUTH 19 DEGREES 31 MINUTES 13 SECONDS EAST, 71.42 FEET; THENCE SOUTH 22 DEGREES 02 MINUTES 26 SECONDS EAST, 119.95 FEET; THENCE SOUTH 22 DEGREES 22 MINUTES 43 SECONDS WEST, 105.95 FEET; THENCE SOUTH 47 DEGREES 29 MINUTES 37 SECONDS WEST, 80.19 FEET; THENCE SOUTH 72 DEGREES 36 MINUTES 30 SECONDS WEST, 80.19 FEET; THENCE NORTH 82 DEGREES 16 MINUTES 36 SECONDS WEST, 30.12 FEET; THENCE NORTH 76 DEGREES 37 MINUTES 09 SECONDS WEST, 99.22 FEET; THENCE SOUTH 75 DEGREES 00 MINUTES 29 SECONDS WEST, 140.88; THENCE ALONG A NON-TANGENTIAL ARC CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 180.00 FEET, A CHORD BEARING SOUTH 65 DEGREES 41 MINUTES 25 SECONDS EAST, A CHORD LENGTH OF 128.89 FEET AND AN ARC LENGTH OF 131.82 FEET; THENCE SOUTH 44 DEGREES 42 MINUTES 40 SECONDS EAST, 116.41 FEET; THENCE SOUTH 45 DEGREES 17 MINUTES 20 SECONDS WEST, 60.00 FEET; THENCE SOUTH 43 DEGREES 28 MINUTES 54 SECONDS EAST, 64.47 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 59 SECONDS WEST, 200.00 FEET; THENCE SOUTH 72 DEGREES 29 MINUTES 39 SECONDS WEST, 177.59 FEET; THENCE SOUTH 21 DEGREES 58 MINUTES 32 SECONDS WEST, 524.36 FEET; THENCE SOUTH 85 DEGREES 09 MINUTES 24 SECONDS WEST, 302.76 FEET; THENCE NORTH 04 DEGREES 50 MINUTES 36 SECONDS WEST, 400.00 FEET; THENCE NORTH 00 DEGREES 39 MINUTES 48 SECONDS WEST, 304.14 FEET; THENCE NORTH 17 DEGREES 01 MINUTES 21 SECONDS WEST, 152.03 FEET; THENCE NORTH 31 DEGREES 24 MINUTES 50 SECONDS WEST, 219.89 FEET; THENCE ALONG A NON-TANGENTIAL ARC CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 370.00 FEET, A CHORD BEARING SOUTH 42 DEGREES 26 MINUTES 18 SECONDS WEST. A CHORD LENGTH OF 78.66 FEET AND AN ARC LENGTH OF 78.80 FEET: THENCE SOUTH 36 DEGREES 20 MINUTES 13 SECONDS WEST, 124.28 FEET; THENCE ALONG AN ARC CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 200.00, A CHORD BEARING SOUTH 51 DEGREES 49 MINUTES 14 SECONDS WEST, A CHORD LENGTH OF 106.79 FEET AND AN ARC LENGTH OF 108.10 FEET: THENCE SOUTH 67 DEGREES 18 MINUTES 15 SECONDS WEST, 51.16 FEET; THENCE ALONG A NON-TANGENTIAL ARC CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 335.00

FEET, A CHORD BEARING NORTH 32 DEGREES 01 MINUTE 54 SECONDS WEST, A CHORD LENGTH OF 91.74 FEET AND AN ARC LENGTH OF 92.03 FEET: THENCE ALONG AN ARC CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 810.84 FEET, A CHORD BEARING NORTH 40 DEGREES 15 MINUTES 10 SECONDS WEST, A CHORD LENGTH OF 9.94 FEET AND AN ARC LENGTH OF 9.94 FEET; THENCE NORTH 67 DEGREE 18 MINUTES 15 SECONDS EAST, 132.92 FEET; THENCE ALONG AN ARC CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 150.00 FEET, A CHORD BEARING NORTH 51 DEGREES 49 MINUTES 14 SECONDS EAST, A CHORD LENGTH OF 80.09 FEET AND AN ARC LENGTH OF 81.07 FEET; THENCE NORTH 36 DEGREES 20 MINUTES 13 SECONDS EAST, 43.78 FEET; THENCE ALONG AN ARC CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 430,00 FEET, A CHORD BEARING NORTH 42 DEGREES 00 MINUTES 47 SECONDS EAST, A CHORD LENGTH OF 85.06 FEET AND AN ARC LENGTH OF 85.20 FEET; THENCE NORTH 42 DEGREES 18 MINUTES 38 SECONDS WEST, 110.00 FEET; THENCE NORTH 51 DEGREES 30 MINUTES 44 SECONDS EAST, 72.14 FEET; THENCE NORTH 21 DEGREES 14 MINUTES 14 SECONDS WEST, 88.90 FEET; THENCE NORTH 12 DEGREES 30 MINUTES 30 SECONDS WEST, 70.44 FEET; THENCE NORTH 02 DEGREES 31 MINUTES 53 SECONDS WEST, 78.26 FEET; THENCE NORTH 07 DEGREES 46 MINUTES 07 SECONDS EAST, 276.90 FEET; THENCE NORTH 02 DEGREES 29 MINUTES 48 SECONDS EAST, 57.43 FEET; THENCE NORTH 00 DEGREES 58 MINUTES 47 SECONDS EAST, 287.90 FEET; THENCE NORTH 13 DEGREES 58 MINUTES 24 SECONDS EAST, 88.88 FEET; THENCE NORTH 22 DEGREES 18 MINUTES 28 SECONDS EAST, 98.14 FEET; THENCE NORTH 63 DEGREES 44 MINUTES 20 SECONDS EAST, 109.59 FEET; THENCE SOUTH 78 DEGREES 39 MINUTES 20 SECONDS EAST, 109.59 FEET; THENCE SOUTH 30 DEGREES 08 MINUTES 49 SECONDS WEST, 120.00 FEET; THENCE ALONG A NON-TANGENTIAL ARC CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING SOUTH 16 DEGREES 25 MINUTES 57 SECONDS EAST, A CHORD LENGTH OF 68.73 FEET AND AN ARC LENGTH OF 75.78 FEET; THENCE SOUTH 89 DEGREES 01 MINUTE 13 SECONDS EAST, 170.56 FEET; THENCE NORTH 03 DEGREES 49 MINUTES 46 SECONDS WEST, 154.18 FEET; THENCE NORTH 80 DEGREES 43 MINUTES 14 SECONDS EAST, 21.46 FEET; THENCE ALONG A NON-TANGENTIAL ARC CONCAVE TO THE EAST, HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING NORTH 03 DEGREES 07 MINUTES 54 SECONDS EAST, A CHORD LENGTH OF 21.49 FEET AND AN ARC LENGTH OF 21.66 FEET TO THE POINT OF BEGINNING. ALL IN LAKE COUNTY, ILLINOIS, CONTAINING 2,287,500 SQUARE FEET OR 52.514 ACRES MORE OR LESS.

ALSO EXCEPTING THEREFROM:

THAT PART OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 40.00 FEET SOUTH OF THE NORTH QUARTER CORNER OF SECTION 2, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF YORKHOUSE ROAD AND THE NORTH/SOUTH QUARTER LINE OF SECTION 2; THENCE ALONG SAID SOUTH LINE ON AN ASSUMED BEARING, NORTH 89 DEGREES 19 MINUTES 14 SECONDS WEST.



17.00 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 06 SECONDS WEST, 421.00 FEET: THENCE SOUTH 85 DEGREES 58 MINUTES 28 SECONDS EAST, 14.80 FEET: THENCE ALONG A NON-TANGENTIAL ARC CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 95.00 FEET, A CHORD BEARING SOUTH 42 DEGREES 15 MINUTES 42 SECONDS EAST, A CHORD LENGTH OF 34.62 FEET AND AN ARC LENGTH OF 34.81 FEET; THENCE SOUTH 52 DEGREES 45 MINUTES 31 SECONDS EAST, 151.23 FEET; THENCE ALONG AN ARC CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 155.00 FEET, A CHORD BEARING SOUTH 46 DEGREES 33 MINUTES 15 SECONDS EAST, A CHORD LENGTH OF 33.50 FEET AND AN ARC LENGTH 33.57 FEET TO THE POINT OF BEGINNING; THENCE NORTH 62 DEGREES 05 MINUTES 16 SECONDS EAST, 194.78 FEET; THENCE SOUTH 85 DEGREES 58 MINUTES 28 SECONDS EAST, 234.19 FEET; THENCE SOUTH 48 DEGREES 57 MINUTES 56 SECONDS EAST, 105.83 FEET; THENCE SOUTH 17 DEGREES 31 MINUTES 36 SECONDS WEST, 226.75 FEET; THENCE NORTH 54 DEGREES 45 MINUTES 33 SECONDS WEST, 45.86 FEET; THENCE SOUTH 29 DEGREES 07 MINUTES 42 SECONDS WEST, 136.12 FEET; THENCE ALONG AN ARC CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 441.28 FEET, A CHORD BEARING NORTH 64 DEGREES 36 MINUTES 56 SECONDS WEST, A CHORD LENGTH OF 57.63 FEET AND AN ARC LENGTH OF 57.67 FEET; THENCE NORTH 68 DEGREES 21 MINUTES 33 SECONDS WEST, 94.32 FEET; THENCE ALONG AN ARC CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 330.00 FEET, A CHORD BEARING NORTH 83 DEGREES 47 MINUTES 07 SECONDS WEST, A CHORD LENGTH OF 175.55 FEET AND AN ARC LENGTH OF 177.69 FEET; THENCE ALONG AN ARC CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 40.00 FEET, A CHORD BEARING NORTH 79 DEGREE 09 MINUTES 38 SECONDS WEST, A CHORD LENGTH OF 27.43 FEET AND AN ARC LENGTH OF 28.00 FEET; THENCE ALONG AN ARC CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING SOUTH 55 DEGREES 48 MINUTES 19 SECONDS WEST, A CHORD LENGTH OF 90.69 FEET AND AN ARC LENGTH OF 113.59 FEET; THENCE SOUTH 80 DEGREES 43 MINUTES 14 SECONDS WEST, 21.46 FEET; THENCE SOUTH 03 DEGREES 49 MINUTES 59 SECONDS EAST, 17.53 FEET; THENCE NORTH 09 DEGREES 03 MINUTES 03 SECONDS WEST, 176.41 FEET; THENCE NORTH 62 DEGREES 05 MINUTES 16 SECONDS EAST, 191.55 FEET; THENCE ALONG A NON-TANGENTIAL ARC CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 155.00 FEET, A CHORD BEARING NORTH 34 DEGREES 07 MINUTES 52 SECONDS WEST, A CHORD LENGTH OF 33.58 FEET AND AN ARC LENGTH OF 33.65 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS, CONTAINING 160,166 SQUARE FEET OR 3.677 ACRES. MORE OR LESS.

EXHIBIT C

RETAINAGE AREAS

THAT PART OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 40.00 FEET SOUTH OF THE NORTH QUARTER CORNER OF SECTION 2, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF YORKHOUSE ROAD AND THE NORTH/SOUTH QUARTER LINE OF SECTION 2; THENCE ALONG SAID SOUTH LINE ON AN ASSUMED BEARING, NORTH 89 DEGREES 19 MINUTES 14 SECONDS WEST. 17.00 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 06 SECONDS WEST, 421.00 FEET; THENCE SOUTH 85 DEGREES 58 MINUTES 28 SECONDS EAST, 14.80 FEET; THENCE ALONG A NON-TANGENTIAL ARC CONVEX TO THE SOUTHWEST. HAVING A RADIUS OF 95.00 FEET, A CHORD BEARING SOUTH 42 DEGREES 15 MINUTES 42 SECONDS EAST, A CHORD LENGTH OF 34.62 FEET AND AN ARC LENGTH OF 34.81 FEET; THENCE SOUTH 52 DEGREES 45 MINUTES 31 SECONDS EAST, 151.23 FEET; THENCE ALONG AN ARC CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 155.00 FEET, A CHORD BEARING SOUTH 46 DEGREES 33 MINUTES 15 SECONDS EAST, A CHORD LENGTH OF 33.50 FEET AND AN ARC LENGTH 33.57 FEET; THENCE NORTH 62 DEGREES 05 MINUTES 16 SECONDS EAST, 194.78 FEET; THENCE SOUTH 85 DEGREES 58 MINUTES 28 SECONDS EAST, 234.18 FEET; THENCE SOUTH 48 DEGREES 57 MINUTES 56 SECONDS EAST, 105.83 FEET: THENCE SOUTH 17 DEGREES 31 MINUTES 36 SECONDS WEST, 226.75 FEET; THENCE SOUTH 54 DEGREES 45 MINUTES 33 SECONDS EAST, 45.86 FEET; THENCE SOUTH 46 DEGREES 41 MINUTES 04 SECONDS EAST, 92.40 FEET; THENCE SOUTH 43 DEGREES 40 MINUTES 22 SECONDS EAST, 456.81 FEET; THENCE SOUTH 25 DEGREES 00 MINUTES 57 SECONDS EAST, 139.60; THENCE SOUTH 12 DEGREES 51 MINUTES 34 SECONDS WEST, 133.05 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 48 MINUTES 41 SECONDS EAST, 62.00 FEET; THENCE SOUTH 29 DEGREES 47 MINUTES 32 SECONDS EAST, 43.00 FEET; THENCE SOUTH 49 DEGREES 48 MINUTES 53 SECONDS EAST, 96.00 FEET; THENCE SOUTH 00 DEGREES 44 MINUTES 23 SECONDS EAST, 146.50 FEET; THENCE SOUTH 08 DEGREES 16 MINUTES 17 SECONDS EAST, 141.00 FEET; THENCE SOUTH 15 DEGREES 52 MINUTES 38 SECONDS WEST, 63.77 FEET; THENCE SOUTH 27 DEGREES 03 MINUTES 30 SECONDS WEST, 179.21 FEET; THENCE SOUTH 17 DEGREES 13 MINUTES 55 SECONDS EAST. 122.00 FEET; THENCE SOUTH 37 DEGREES 25 MINUTES 19 SECONDS EAST, 95.40 FEET; THENCE SOUTH 43 DEGREES 39 MINUTES 27 SECONDS WEST, 210.00 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 54 SECONDS WEST, 11.19 FEET; THENCE NORTH 82 DEGREES 09 MINUTES 53 SECONDS WEST, 152.07 FEET; THENCE ALONG AN ARC CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 120,00 FEET. A CHORD BEARING NORTH 63 DEGREES 26 MINUTES 17 SECONDS WEST, A CHORD LENGTH OF 77.05 FEET AND AN ARC LENGTH OF 78.44 FEET; THENCE NORTH 44 DEGREES 42 MINUTES 40 SECONDS WEST, 116.41; THENCE ALONG AN ARC CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 180.00 FEET, A CHORD BEARING NORTH 65 DEGREES 41 MINUTES 25 SECONDS WEST, A CHORD LENGTH

OF 128.89 FEET AND AN ARC LENGTH OF 131.82 FEET; THENCE NORTH 75 DEGREES 00 MINUTES 29 SECONDS EAST, 140.88 FEET; THENCE SOUTH 76 DEGREES 37 MINUTES 09 SECONDS EAST, 99.22 FEET; THENCE SOUTH 82 DEGREES 16 MINUTES 36 SECONDS EAST, 30.12 FEET; THENCE NORTH 72 DEGREES 36 MINUTES 30 SECONDS EAST, 80.19 FEET; THENCE NORTH 47 DEGREES 29 MINUTES 37 SECONDS EAST, 80.19 FEET; THENCE NORTH 22 DEGREES 22 MINUTES 43 SECONDS EAST, 105.95 FEET; THENCE NORTH 22 DEGREES 02 MINUTES 26 SECONDS WEST, 119.95 FEET; THENCE NORTH 19 DEGREES 31 MINUTES 13 SECONDS WEST, 71.42 FEET: THENCE NORTH 16 DEGREES 27 MINUTES 25 SECONDS WEST, 71.42 FEET; THENCE NORTH 13 DEGREES 23 MINUTES 39 SECONDS WEST, 71.59 FEET; THENCE NORTH 11 DEGREES 03 MINUTES 05 SECONDS WEST, 69.61 FEET; THENCE NORTH 02 DEGREES 22 MINUTES 35 SECONDS WEST, 63.26 FEET; THENCE NORTH 07 DEGREES 35 MINUTES 09 SECONDS EAST, 65.63 FEET; THENCE NORTH 10 DEGREES 40 MINUTES 04 SECONDS EAST, 75.00 FEET; THENCE NORTH 61 DEGREES 15 MINUTES 56 SECONDS EAST, 125.00 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS, AND CONTAINING 198,288 SQUARE FEET OR 4.552 ACRES, MORE OR LESS.

EXHIBIT D

UTILITY EASEMENT

THAT PART OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 40.00

FEET SOUTH OF THE NORTH QUARTER CORNER OF SECTION 2, SAID POINT BEING

THE INTERSECTION OF THE SOUTH LINE OF YORKHOUSE ROAD AND THE NORTH/SOUTH QUARTER LINE OF SECTION 2; THENCE ALONG SAID SOUTH LINE ON AN ASSUMED BEARING, NORTH 89 DEGREES 19 MINUTES 14 SECONDS WEST, 17.00 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 06 SECONDS WEST 421.00 FEET; THENCE SOUTH 85 DEGREES 58 MINUTES 28 SECONDS EAST, 14.80 FEET; THENCE ALONG A NON-TANGENTIAL ARC CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 95.00 FEET, A CHORD BEARING SOUTH 42 DEGREES 15 MINUTES 42 SECONDS EAST, A CHORD LENGTH OF 34.62 FEET AND AN ARC LENGTH OF 34.81 FEET; THENCE SOUTH 52 DEGREES 45 MINUTES 31 SECONDS EAST, 151.23 FEET; THENCE ALONG AN ARC CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 155.00 FEET, A CHORD BEARING SOUTH 46 DEGREES 33 MINUTES 15 SECONDS EAST, A CHORD LENGTH OF 33,50 FEET AND AN ARC LENGTH 33.57 FEET; THENCE NORTH 62 DEGREES 05 MINUTES 16 SECONDS EAST, 194.78 FEET; THENCE SOUTH 85 DEGREES 58 MINUTES 28 SECONDS EAST, 234.18 FEET; THENCE SOUTH 48 DEGREES 57 MINUTES 56 SECONDS EAST, 105.83 FEET; THENCE SOUTH 17 DEGREES 31 MINUTES 36 SECONDS WEST, 226.75 FEET; THENCE SOUTH 54 DEGREES 45 MINUTES 33 SECONDS EAST, 45.86 FEET; THENCE SOUTH 46 DEGREES 41 MINUTES 04 SECONDS EAST, 92.40 FEET; THENCE SOUTH 43 DEGREES 40 MINUTES 22 SECONDS EAST, 456.81 FEET; THENCE SOUTH 25 DEGREES 00 MINUTES 57 SECONDS EAST, 139.60; THENCE SOUTH 12 DEGREES 51 MINUTES 34 SECONDS WEST, 133.05 FEET; THENCE SOUTH 61 DEGREES 15 MINUTES 56 SECONDS WEST, 125.00 FEET; THENCE SOUTH 10 DEGREES 40 MINUTES 04 SECONDS WEST, 75.00 FEET; THENCE SOUTH 07 DEGREES 35 MINUTES 09 SECONDS WEST. 65.63 FEET; THENCE SOUTH 02 DEGREES 22 MINUTES 35 SECONDS EAST, 63.26 FEET; THENCE SOUTH 11 DEGREES 03 MINUTES 05 SECONDS EAST, 69.61 FEET; THENCE SOUTH 13 DEGREES 23 MINUTES 39 SECONDS EAST, 71.59 FEET; THENCE SOUTH 16 DEGREES 27 MINUTES 25 SECONDS EAST, 71.42 FEET; THENCE SOUTH 19 DEGREES 31 MINUTES 13 SECONDS EAST, 71.42 FEET; THENCE SOUTH 22 DEGREES 02 MINUTES 26 SECONDS EAST, 119.95 FEET; THENCE SOUTH 22 DEGREES 22 MINUTES 43 SECONDS WEST, 105.95 FEET: THENCE SOUTH 47 DEGREES 29 MINUTES 37 SECONDS WEST, 80.19 FEET; THENCE SOUTH 72 DEGREES 36 MINUTES 30 SECONDS WEST, 80.19 FEET: THENCE NORTH 82 DEGREES 16 MINUTES 36 SECONDS WEST, 30.12 FEET; THENCE NORTH 76 DEGREES 37 MINUTES 09 SECONDS WEST, 99.22 FEET: THENCE SOUTH 75 DEGREES 00 MINUTES 29 SECONDS WEST, 140.88; THENCE



ALONG A NON-TANGENTIAL ARC CONCAVE TO THE SOUTHWEST, HAVING A RADIUS

OF 180.00 FEET, A CHORD BEARING SOUTH 65 DEGREES 41 MINUTES 25 SECONDS EAST, A CHORD LENGTH OF 128.89 FEET AND AN ARC LENGTH OF 131.82 FEET; THENCE SOUTH 44 DEGREES 42 MINUTES 40 SECONDS EAST, 116.41 FEET; THENCE SOUTH 45 DEGREES 17 MINUTES 20 SECONDS WEST, 59.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 30 MINUTES 20 SECONDS EAST, 411.68 FEET TO A POINT ON THE WEST LINE OF LOT 18 IN MIDLANE FARMS COUNTRYSIDE UNIT 1, ACCORDING TO THE PLAT THEREOF RECORDED AS

DOCUMENT 1305259 IN LAKE COUNTY, ILLINOIS; THENCE ALONG SAID WEST LINE, SOUTH 34 DEGREES 08 MINUTES 52 SEC> ONDS WEST, 9.01 FEET TO THE SOUTHWEST CORNER OF SAID LOT 18; THENCE ALONG THE SOUTH LINE OF SAID

LOT 18, SOUTH 89 DEGREES 30 MINUTES 20 SECONDS EAST, 448.78 FEET TO THE SOUTHEAST CORNER OF LOT 5 IN SAID MIDLANE FARMS COUNTRYSIDE UNIT

1; THENCE ALONG THE WEST LINE OF THE COMMONWEALTH EDISON RIGHT OF WAY, SOUTH 23 DEGREES 25 MINUTES 16 SECONDS WEST, 8.14 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 20 SECONDS WEST, 169.24 FEET; THENCE SOUTH 30 DEGREES 13 MINUTES 39 SECONDS WEST, 44.73 FEET; THENCE SOUTH 89 DEGREES 16 MINUTES 31 SECONDS WEST, 355.17 FEET; THENCE NORTH 82 DEGREES 09 MINUTES 53 SECONDS WEST>, 232.92 FEET; THENCE SOUTH 40 DEGREES 44 MINUTES 14 SECONDS WEST, 100.84 FEET; THENCE NORTH 49 DEGREES 15 MINUTES 46 SECONDS WEST, 10.00 FEET; THENCE NORTH 40 DEGREES 44 MINUTES 14 SECONDS EAST, 94.37 FEET; THENCE NORTH 82 DEGREES 09 MINUTES 53 SECONDS WEST, 14.67 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 01 SECOND WEST, 22.42 FEET; THENCE NORTH 43 DEGREES 28 MINUTES 54 SECONDS WEST, 38.35 FEET; THENCE NORTH 45 DEGREES 17 MINUTES 20 SECONDS EAST, 0.90 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE AFORESAID POINT OF BEGINNING; THENCE SOUTH 45 DEGREES 17 MINUTES 20 SECONDS WEST, 0.90 FEET; THENCE SOUTH 43 DEGREES 28 MINUTES 54 SECONDS EAST, 19.95 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 20 SECONDS EAST, 188.93 FEET TO THE POINT OF BEGINNING OF THIS EXCEPTION; THENCE SOUTH 89 DEGREES 30 MINUTES 20 SECONDS WEST, 557.88 FEET; THENCE SOUTH 30 DEGREES 13 MINUTES 39 SECONDS WEST, 21.98 FEET; THENCE SOUTH 89 DEGREES 16 MINUTES 31 SECONDS WEST, 342.34 FEET; THENCE NORTH 82 DEGREES 09 MINUTES 53 SECONDS WEST, 206.40 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS.

