

ORDINANCE NO. 96-31

AN ORDINANCE AUTHORIZING EXECUTION  
TO THE FIRST AMENDMENT TO AN ANNEXATION  
AGREEMENT BETWEEN THE VILLAGE OF VERNON HILLS,  
AND CUNEO ESTATE

**WHEREAS**, the on November 15, 1988, the Village of Vernon Hills ("Village") entered into an Annexation Agreement with a number of individuals and entities ("the Cuneo Owners") to annex and zone an approximately 1174 acre tract of undeveloped land generally located on the northeast portion of the Village and legally described in Exhibit A attached hereto (the "Cuneo Property"). The aforesaid Annexation Agreement is referred to the "Original Annexation Agreement", and the Original Annexation Agreement together with any and all subsequent Amendments thereto, other than this "First Amendment" and hereinafter defined, are hereinafter collectively referred to as the ("Annexation Agreement"); and

**WHEREAS**, the Original Annexation Agreement was recorded in the Office of Lake County Recorder of Deeds on November 16, 1988 as Document No: 27410118; and

**WHEREAS**, G.A.Z., Inc. ("Zale") has entered into a valid and enforceable contract pursuant to which Zale, as the effective date of this Ordinance, shall have purchased as a successor to the Cuneo Owners, that portion of the Cuneo property legally described in Exhibit B attached hereto ("Zale Property"); and

**WHEREAS**, under the Annexation Agreement, the Village agreed to annex the Cuneo Property and use its best efforts to obtain water and sewer services for portions of the Cuneo Property from the County of Lake County on behalf of Cuneo and their successors assigns and all future owners of any portion of the Cuneo Property, agreed to abide by certain restrictions on development of the Cuneo Property; and

**WHEREAS**, the Village, Cuneo, Zale and the County of Lake, Illinois ("the County") have reviewed, considered, agreed and entered into that certain "Joint Local Land Resource Management Plan and Agreement dated as of June 13, 1995" (said Agreement together with any and all ordinances adopted and covenants and agreements executed, pursuant to said Agreement are hereinafter referred to collectively as a "Land Management Agreement"; and

**WHEREAS**, the parties intend that the provisions and understandings contained in the Land Management Agreement, the Water Agreement and the Sewer Agreement contained within the Land Management Agreement, shall supplement and not supersede the applications and understandings contained in the Annexation Agreement, but that, in the event of any conflict or inconsistency, the provisions of the Land Management Agreement, the Road Agreement, the Sewer and Water Agreement shall

control and take precedence over the provisions of the Annexation Agreement with respect to the properties identified on pages two and three of the Land Management Agreement as "Zale Property" and the "Cuneo Commercial Properties"; and

**WHEREAS**, Zale has petitioned the Village for Final R.P.U.D. Development Plan Approval for the Zale Properties, the Village having held the required hearings on same; and

**WHEREAS**, pursuant to Section 11-15.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5-11-15.1 et seq., a proposed Amendment to the Original Annexation Agreement in substance and form, the same or substantially similar to this First Amendment were submitted to the corporate authorities of the Village and pursuant to notice published in the Daily Herald on October 21 and October 24, 1995, as provided by statute, and a public hearing was held thereon on April 2, 1996; and

**WHEREAS**, after full consideration of all utility, planning and concerns affecting this matter, the Village has determined that it is the best interest of the citizens of the public offer to enter into this First Amendment;

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, AS FOLLOWS:**

SECTION 1. That the Board of Trustees of the Village of Vernon Hills hereby authorizes the President of the Village of Vernon Hills to execute First Amendment to the Annexation Agreement dated April 9, 1996; and

SECTION 2. The Amendment to the Annexation Agreement shall be effective as of the date contained therein.

SECTION 3. Severability. In the event that any section or provision or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect. If any part of this Ordinance is found to be invalid in any one or more of its application by court of competent jurisdiction, all valid applications that are severable from the invalid application shall remain in effect.

SECTION 4. Repeal and Savings Clause. All ordinances or parts of Ordinance in conflict hereto are hereby repealed; provided, however, that nothing herein contained shall effect any rights or actions or causes of actions which shall have accrued to the Village of Vernon Hills prior to the effective date of this Ordinance.

SECTION 5. Effective Date. This Ordinance shall be effective following passage by the Board of Trustees of the Village of Vernon Hills, and publication in pamphlet form in the manner required by law.

SECTION 6. Ordinance Number.  
Ordinance No: 96-31.

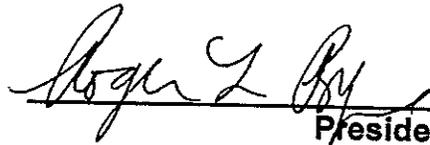
This Ordinance shall be known as

**Adopted by roll call vote as follows:**

**AYES:** Cashman, Emery, Hebda, Henley, Hook, Koch

**NAYES:** None

**ABSENT AND NOT VOTING:** None

  
\_\_\_\_\_  
**President**

**PASSED:** 4/9/96

**APPROVED:** 4/9/96

**PUBLISHED IN PAMPHLET FORM:** 5/8/96

**ATTEST:**

  
\_\_\_\_\_  
**Village Clerk**

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( )

( )

and assigns and all future owners of any portion of the Cuneo Property, agreed to abide by certain restrictions on development of the Cuneo Property; and

**WHEREAS**, Zale has entered into a valid and enforceable contract pursuant to which Zale, as of the effective date of this First Amendment, shall have purchased a portion of the Cuneo Property (the "Zale Property") and, therefore, pursuant to the Original Annexation Agreement, shall have become a successor of the Cuneo Owners, as the "Owner" under the Original Annexation Agreement, and, thereby, shall have become bound by the terms, conditions, and restrictions contained in the Original Annexation Agreement with regard to the development and use of the Cuneo Property and the Zale Property; and

**WHEREAS**, the Village, Cuneo, Zale, and the County of Lake, Illinois (the "County") have reviewed, considered, agreed and entered into that certain "Joint Local Land Resource Management Plan and Agreement" dated as of June 13, 1995, recorded in the Office of the Lake County Recorder of Deeds on April 15, 1996, as document number 3810882 (said Agreement together with any and all ordinances adopted, and covenants and agreements executed, pursuant to said Agreement are hereinafter referred to, collectively, as the "Land Management Agreement"); and

**WHEREAS**, as required pursuant to Subsection 2.E of the Land Management Agreement, the Village, Cuneo, Zale, and the County, as of the effective date of this First Amendment, shall have reviewed, considered, agreed and entered into that certain "Agreement Relating to the Development and Regulation of Roads and Related Facilities to Serve the Cuneo Property" (said Agreement together with any and all ordinances adopted, and covenants and agreements executed, pursuant to said Agreement are hereinafter referred to, collectively, as the "Road Agreement"); and

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**FIRST AMENDMENT TO ANNEXATION AGREEMENT**

**THIS FIRST AMENDMENT TO ANNEXATION AGREEMENT** ("First Amendment") made and entered into as of this 7<sup>th</sup> day of June, 1996, by, between and among (i) the Village of Vernon Hills, an Illinois municipal corporation (the "Village"); (ii) Bank of America Illinois, John F. Cuneo, Jr., Consuela Cuneo McAlister, and William G. Myers, as successor Trustees under Declaration of Trust dated August 12, 1935 (said Trustees and said Trust are referred to, collectively, as "Cuneo"); and (iii) G.A.Z., Inc., an Illinois corporation ("Zale") (the Village, Cuneo, and Zale are hereinafter sometimes individually or collectively referred to as the "Parties"),

**WITNESSETH:**

WHEREAS, on November 15, 1988, the Village entered into that certain "Annexation Agreement, Hawthorn Properties, Village of Vernon Hills, Lake County, Illinois," with Cuneo and parties related to Cuneo (the "Cuneo Owners") to annex and zone an approximately 1174 acre tract of undeveloped land (the "Cuneo Property"), a copy of which was recorded in the Office of the Lake Country Recorder of Deeds on November 16, 1988, as document number 2741018 (said annexation agreement is referred to as the "Original Annexation Agreement," and the Original Annexation Agreement together with any and all subsequent amendments thereto, other than this First Amendment, are hereinafter collectively referred to as the "Annexation Agreement"); and

WHEREAS, under the Annexation Agreement, the Village agreed to annex the Cuneo Property and to use its best efforts to obtain water and sewer service for portions of the Cuneo Property from the County, and the Cuneo Owners, on behalf of themselves and their successors

Prepared by:  
Bernard Citron  
Schain Finkel & Bunney  
222 No. LaSalle  
Chicago, IL 60602

**CHICAGO TITLE INSURANCE**

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MAIL TO:  
Peter Friedman  
Burke Weaver & Frel  
55 W. Monroe St.  
Chicago, IL 60603

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**WHEREAS**, as required pursuant to Subsection 2.F of the Land Management Agreement, the Village and the County, as of the effective date of this First Amendment, shall have reviewed, considered, agreed and entered into that certain "Agreement for Sanitary Sewer and Water Supply Services to the Cuneo Service Area of the Village of Vernon Hills" (said Agreement together with any and all ordinances adopted, and covenants and agreements executed, pursuant to said Agreement are hereinafter referred to, collectively, as the "Sewer and Water Agreement"); and

**WHEREAS**, the Parties intend that the obligations and understandings contained in the Land Management Agreement, the Road Agreement, and the Sewer and Water Agreement shall supplement, and not supplant, the obligations and understandings contained in the Annexation Agreement, but that, in the event of any conflict or inconsistency, the provisions of the Land Management Agreement, the Road Agreement, and the Sewer and Water Agreement shall control and take precedence over the provisions of the Annexation Agreement with respect to the properties identified on pages 2 and 3 of the Land Management Agreement as the "Zale Property" and the "Cuneo Commercial Properties"; and

**WHEREAS**, the Parties intend that this First Amendment shall constitute an integral and necessary part of the Local Land Resource Management Plan adopted jointly by the Parties and the County pursuant to the Land Management Agreement; and

**WHEREAS**, pursuant to Section 11-15.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 *et seq.*, a proposed amendment to the Original Annexation Agreement, in substance and form the same or substantially similar this First Amendment, was submitted to the Corporate Authorities of the Village, and pursuant to notice published in the *Daily Herald* on

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October 21 and 24, 1995, as provided by statute, a public hearing was held thereon, on November 7, 1995, and continued thereafter until concluded on April 2, 1996; and

**WHEREAS**, after full consideration of all utility, planning, and intergovernmental issues affecting this matter, the Village has determined that it is in the best interests of its citizens and the public welfare to enter into this First Amendment;

**NOW, THEREFORE**, for and in consideration of the foregoing recitals and the mutual covenants herein made and pursuant to all applicable statutes and local authorities, including specifically, but without limitation, Article VII, Section 10 of the Illinois Constitution of 1970; the Local Land Resource Management Planning Act, 50 ILCS 805/1 *et seq.*; the Illinois Governmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and the provisions of Article 11, Division 15.1 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 through 11-15.1-5, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties do hereby agree as follows:

1. **GENERAL.**

A. The foregoing recitals are true and correct and are hereby incorporated into this First Amendment.

B. Unless specifically provided otherwise in this First Amendment, the words and phrases used in this First Amendment shall have the meanings ascribed to them in the Original Annexation Agreement.

C. This First Amendment is intended to modify and amend the Original Annexation Agreement. Therefore, to the extent that the terms and provisions of this First Amendment conflict with or are inconsistent with the Original Annexation Agreement, the terms

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and provisions of this First Amendment shall control as to all matters affecting the Zale Property and the Cuneo Commercial Properties.

D. Except as expressly modified in this First Amendment, all terms, conditions, and provisions of the Original Annexation Agreement shall remain in full force and effect; provided, however that any other provision of the Original Annexation Agreement shall be deemed modified as necessary to give practical effect to the provisions of this First Amendment as to all matters affecting the Zale Property and the Cuneo Commercial Properties.

2. **AMENDMENT TO INCORPORATE LAND MANAGEMENT PLAN AND AGREEMENTS INTO ANNEXATION AGREEMENT.**

The Original Annexation Agreement shall be, and it is hereby, amended to add a new Article XI-A, which new Article XI-A shall hereafter be and read as follows:

**"ARTICLE XI-A**

**LAND MANAGEMENT PLAN AND AGREEMENTS**

A. **Incorporation.** The depictions, terms, conditions, restrictions, covenants, and provisions of the following agreements and documents shall be, and are hereby, by this reference, incorporated into this Agreement in their entirety:

1. That certain "Joint Local Land Resource Management Plan and Agreement," by and between the Village, the Trust, the County of Lake, Illinois (the "County"), and G.A.Z., Inc. ("Zale"), dated as of June 13, 1995, and recorded in the Office of the Lake County Recorder of Deeds on April 15, 1996, as document number 3810882, including any and all ordinances adopted, and covenants and agreements executed, pursuant to said Plan and said Agreement (collectively, the "Land Management Agreement").

2. That certain "Agreement Relating to the Development and Regulation of Roads and Related Facilities to Serve the Cuneo Property," reviewed, considered, agreed and entered into by and between the Village, the Trust, the County, and Zale, pursuant to Subsection 2.E of the Land Management Agreement, including any and all ordinances adopted, and covenants and agreements executed, pursuant to said Road Agreement (collectively, the "Road Agreement").

3. That certain "Agreement for Sanitary Sewer and Water Supply Services to the Cuneo Service Area of the Village of Vernon Hills," reviewed, considered, agreed and entered into by and between the Village and the County, pursuant to Subsection 2.F of the Land Management Agreement, including any and all ordinances adopted, and covenants and agreements executed, pursuant to said Sewer and Water Agreement (collectively, the "Sewer and Water Agreement").

B. Conflicts. Notwithstanding anything to the contrary contained in this Agreement, if any depiction, term, condition, restriction, covenant, or provision of the Land Management Agreement, the Road Agreement, or the Sewer and Water Agreement (collectively, the "Controlling Documents") is in conflict or inconsistent with, any depiction, term, condition, restriction, covenant, or provision contained in this Agreement or any of the ordinances adopted pursuant to this Agreement (collectively, the "Annexation Documents"), the Controlling Documents shall control, take precedence over, and supersede every such depiction, term, condition, restriction, covenant, or provision of the Annexation Documents with respect to the "Zale Development," the "Zale Property," and the "Cuneo Commercial Properties" (as defined on pages 2 and 3 of the Land Management Agreement), and the Parties to this Agreement, and the successors to the Parties to this Agreement, shall individually and collectively have a

continuing and absolute duty and obligation to take all such actions, and execute all such documents, as may be necessary at any time during the term of this Agreement to amend the Annexation Documents as necessary to conform them to the Controlling Documents. Without limiting the generality of any of the provisions set forth in the immediately preceding sentence, the Parties, and all successors to the Parties, acknowledge and agree as follows:

1. The depictions, terms, conditions, restrictions, covenants, and provisions contained on or in the Controlling Documents relating to the design, use, and density of any portion of the Zale Property and the Cuneo Commercial Properties shall control, take precedence over, and supersede any and all conflicting or inconsistent depictions, terms, conditions, restrictions, covenants, and provisions set forth in Article VI through Article VIII of this Agreement.

2. The terms, conditions, restrictions, covenants, and provisions of the Sewer and Water Agreement, including specifically, but without limitation, the "County Sewer and Water Ordinances" (as defined in Section 2.6 of said Agreement) shall control, take precedence over, and supersede any and all conflicting or inconsistent terms, conditions, restrictions, covenants, and provisions set forth in Article XII, Section J and Section K, and Article XIV, of this Agreement with respect to the Zale Property and the Cuneo Commercial Properties.

3. The depictions, terms, conditions, restrictions, covenants, and provisions contained on or in the Controlling Documents, including specifically, but without limitation, the Road Agreement, related to Butterfield Road, Milwaukee Avenue, or the internal road network of the Zale Development and the Cuneo Commercial Properties shall control, take precedence over, and supersede any and all conflicting or inconsistent depictions, terms, conditions,

restrictions, covenants, and provisions set forth in Article XVI and Article XVII of this Agreement.

4. The limitations, restrictions, and conditions placed on the Village's obligation to grant any "Development Approval" (as defined in Subsection 2.I of the Land Management Agreement) contained on or in any of the Controlling Documents, shall control, take precedence over, and supersede any and all contrary duties and obligations contained in any of the Annexation Documents.

5. The depictions, terms, conditions, restrictions, covenants, and provisions contained in Village Resolution No. 96-06, granting final plan approval for Zale's proposed Regional Planned Unit Development, and all exhibits and attachments thereto ("Final Plan Approval") shall control, take precedence over, and supersede any and all conflicting or inconsistent depictions, terms, conditions, restrictions, covenants, and provisions set forth in this Agreement with respect to (a) school and park donations; (b) number and type of dwelling units; (c) location of dwelling units and zoning; and (d) subdivision controls and road standards; provided, however, that in the event of any conflict between or among any of the Controlling Documents and the Final Plan Approval, the depictions, terms, conditions, restrictions, covenants, and provisions set forth in the Controlling Documents shall control, take precedence over, and supersede the Final Plan Approval."

3. **LOCAL LAND RESOURCE MANAGEMENT PLAN.** The terms and conditions set forth in this First Amendment shall constitute an integral and necessary part of the Local Land Resource Management Plan adopted jointly by the Village, Cuneo, Zale, and the County pursuant to the Land Management Agreement.

4. **MUSEUM PROPERTY NOT AFFECTED.** Notwithstanding any other provision of this First Amendment, nothing in this First Amendment shall be of any force or effect whatever with respect to the approximately 80 acre portion of the Cuneo Property that is legally described in Exhibit A attached hereto and by this reference incorporated herein and that is currently devoted to use as the Cuneo Museum (the "Cuneo Museum Property"). The Original Annexation Agreement shall continue to govern the Cuneo Museum Property as if this First Amendment had never been adopted.

5. **FURTHER AMENDMENTS.** The Parties agree that no subsequent amendment to the Original Annexation Agreement shall be approved by any of them if it would modify or amend, or in any way be less restrictive than, or in conflict or inconsistent with, any of the Controlling Documents unless the County has approved such amendment in advance and in writing. The Parties hereby state their intent that the County shall be a third party beneficiary of this First Amendment for the purposes of enforcing this First Amendment, including without limitation this Section 5.

6. **SURVIVAL OF CONTROLLING DOCUMENTS.** The expiration or termination of the Annexation Agreement and this First Amendment shall not affect the validity and enforceability of the Controlling Documents, and the Controlling Documents shall remain in full force and effect notwithstanding any such expiration or termination.

7. **EFFECTIVE DATE.** This First Amendment shall take effect on the date on which it is recorded with the Recorder of Deeds of Lake County, Illinois, pursuant to Subsection 2.D and Section 5 of the Land Management Agreement.

IN WITNESS WHEREOF, the Parties have, by their duly authorized agents, set their hands and affixed their seals on the date first above written.

ATTEST:

Kathy Ryg  
Village Clerk

VILLAGE OF VERNON HILLS

By:

Roger L. Byrne  
Roger L. Byrne  
Village President

G.A.Z., INC.

By:

Its:

ATTEST:

Its:

CUNEO

BANK OF AMERICA ILLINOIS, JOHN F. CUNEO, JR., CONSUBLA CUNEO McALISTER, WILLIAM G. MYERS, as Successor Trustees under Declaration of Trust dated August 12, 1935,

By:

Bank of America Illinois

Leon Harris  
Sr. Vice President

John F. Cuneo, Jr.

William G. Myers

Who by their above signatures warrant and represent that they are a majority of said Trustees and, as such majority, are duly and fully authorized to act for, and to bind, all of said Trustees and the aforesaid Trust.

Filed for Record in:  
LAKE COUNTY, IL.  
FRANK J. MUSTRA-RECORDER  
On Jun 07 1996  
At 4:02pm  
Receipt #: 21285  
Doc/Type: AGR  
Deputy - Cashier #3

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IN WITNESS WHEREOF, the Parties have, by their duly authorized agents, set their hands and affixed their seals on the date first above written.

**VILLAGE OF VERNON HILLS**

ATTEST: \_\_\_\_\_  
Kathy Ryg  
Village Clerk

By: \_\_\_\_\_  
Roger L. Byrne  
Village President

**G.A.Z., INC.**

ATTEST: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**CUNEO**

**BANK OF AMERICA ILLINOIS, JOHN F. CUNEO, JR., CONSUELA CUNEO McALISTER, WILLIAM G. MYERS, as Successor Trustees under Declaration of Trust dated August 12, 1935,**

By:

Bank of America Illinois

Vice President

John F. Cuneo, Jr.

William G. Myers

Who by their above signatures warrant and represent that they are a majority of said Trustees and, as such majority, are duly and fully authorized to act for, and to bind, all of said Trustees and the aforesaid Trust.

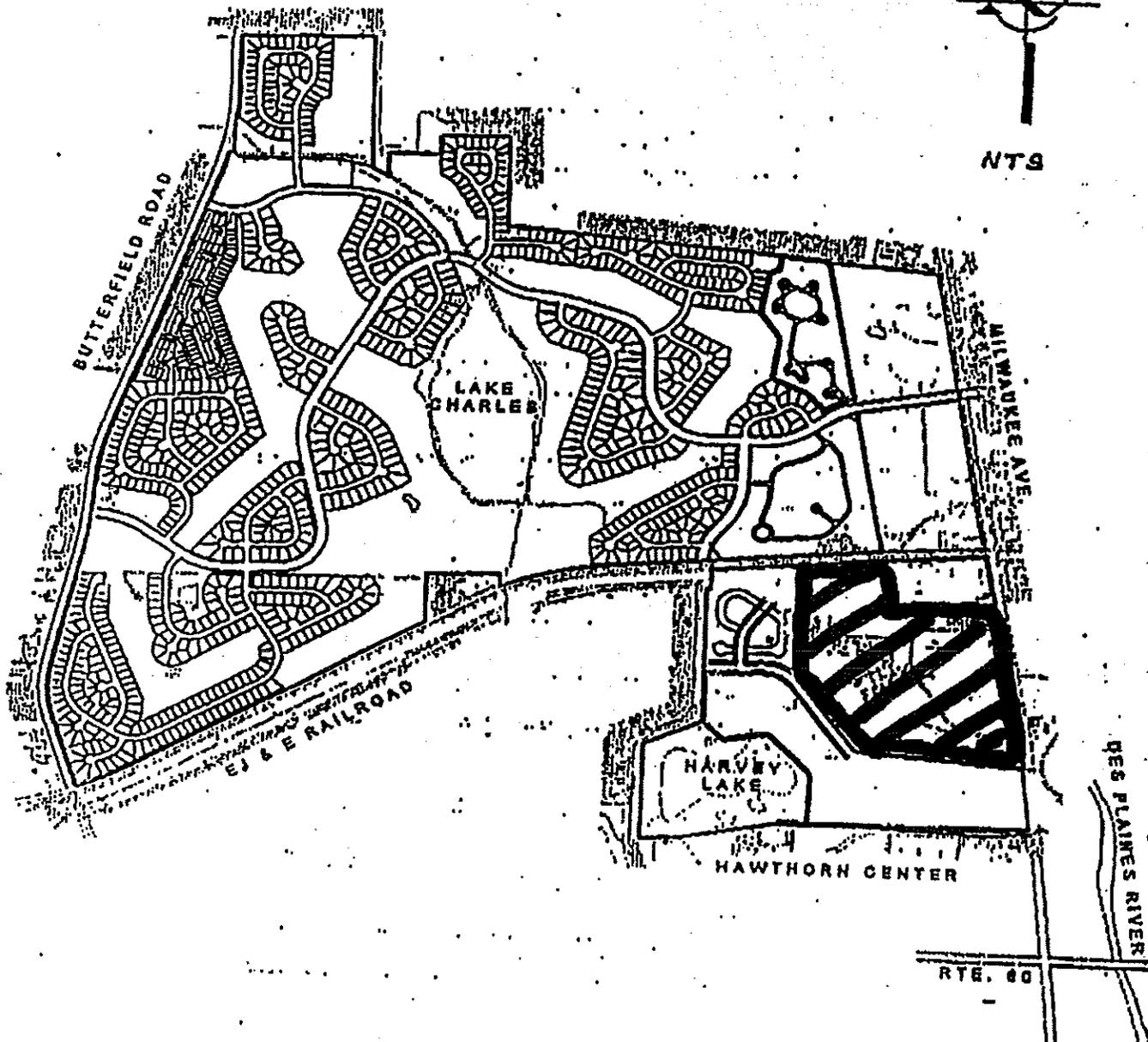
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# Cuneo Museum



NTS



## THE ZALE COMPANIES

100 Lexington Drive, Suite 100  
Buffalo Grove, Illinois 60089-6931  
(708) 537-0101

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"CUNEO MUSEUM PARCEL" DESCRIPTION (prepared march 29, 1995)  
(revised january 29, 1996)

THAT PART OF SECTION 33, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF MILWAUKEE AVENUE (STATE ROUTE NO. 21) AS WIDENED BY CONDEMNATION IN CIRCUIT COURT, LAKE COUNTY, ILLINOIS, CASE NO. 65-2323, WITH THE SOUTHERLY RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY, THENCE SOUTH 11 DEGREES 05 MINUTES 47 SECONDS EAST ALONG SAID WESTERLY LINE OF MILWAUKEE AVENUE AS WIDENED, BEING A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, WESTERLY OF AND PARALLEL WITH THE CENTER LINE OF MILWAUKEE AVENUE, 553.26 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 43 MINUTES 09 SECONDS WEST 311.96 FEET; THENCE SOUTH 85 DEGREES 35 MINUTES 41 SECONDS WEST 153.40 FEET; THENCE SOUTH 84 DEGREES 29 MINUTES 38 SECONDS WEST 427.28 FEET; THENCE NORTH 05 DEGREES 29 MINUTES 59 SECONDS WEST 535.67 FEET; TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID ELGIN, JOLIET AND EASTERN RAILWAY; THENCE SOUTH 84 DEGREES 30 MINUTES 01 SECONDS WEST ALONG SAID LAST DESCRIBED LINE 990.10 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 54 SECONDS WEST 1199.06 FEET; THENCE SOUTH 37 DEGREES 25 MINUTES 00 SECONDS EAST 1032.64 FEET; THENCE SOUTH 77 DEGREES 59 MINUTES 09 SECONDS EAST 399.87 FEET; THENCE SOUTH 84 DEGREES 27 MINUTES 58 SECONDS EAST 688.54 FEET; THENCE SOUTH 85 DEGREES 08 MINUTES 28 SECONDS EAST 242.41 FEET; THENCE SOUTH 86 DEGREES 31 MINUTES 10 SECONDS EAST 125.09 FEET; THENCE NORTH 80 DEGREES 43 MINUTES 15 SECONDS EAST 223.04 FEET TO A POINT ON THE WESTERLY LINE OF SAID MILWAUKEE AVENUE AND THE WESTERLY LINE OF MILWAUKEE AVENUE AS WIDENED PER DOCUMENT 1691385; THENCE NORTHERLY 373.39 FEET ALONG SAID WESTERLY LINE BEING THE ARC OF A CIRCLE CONVEX EASTERLY, HAVING A RADIUS OF 11681.72 FEET WHOSE CHORD BEARS NORTH 10 DEGREES 10 MINUTES 51 SECONDS WEST 373.37 FEET TO A POINT OF TANGENCY; THENCE NORTH 11 DEGREES 05 MINUTES 47 SECONDS WEST ALONG SAID WESTERLY LINE, TANGENT TO THE LAST DESCRIBED COURSE, 1176.60 FEET; THENCE SOUTH 78 DEGREES 54 MINUTES 13 SECONDS WEST ALONG SAID WESTERLY LINE 10.00 FEET; THENCE NORTH 11 DEGREES 05 MINUTES 47 SECONDS WEST ALONG SAID WESTERLY LINE 278.35 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY ILLINOIS.

CONTAINING 3798532 SQUARE FEET OF 87.20 ACRES, MORE OR LESS.

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