

THE VILLAGE OF VERNON HILLS

THE CORPORATE WOODS

ANNEXATION AGREEMENT

6/7/88

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**CORPORATE WOODS  
ANNEXATION AGREEMENT**

This agreement (hereinafter referred to as the "Agreement") made and entered into this ~~15th~~ day of July, 1986, by and between the VILLAGE OF VERNON HILLS, Lake County, Illinois (hereinafter referred to as the "Village") by and through the President and Board of Trustees of the Village (hereinafter collectively referred to as the "Corporate Authorities") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually, but solely as Trustee under Trust Agreement dated June 17, 1985, and known as Trust No. 64661 (the sole beneficiary of said trust is CORPORATE WOODS ASSOCIATES, an Illinois general partnership, 300 Knightsbridge Parkway, Lincolnshire, Illinois, 60069, and said Trust, its successors and assigns are hereinafter referred to as "Developer"), AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually, but solely as Trustee under Trust Agreement dated March 10, 1986 and known as Trust No. 66865 (the sole beneficiary of said trust is CWA INVESTMENT CO., an Illinois general partnership, 300 Knightsbridge Parkway, Lincolnshire, Illinois, 60069) and VAN VLISSINGEN AND COMPANY (hereinafter sometimes collectively referred to as "Purchaser"), CITIZEN'S BANK & TRUST COMPANY, not individually, but solely as Trustee under Trust Agreement dated April 14, 1967, and known as Trust No. 952 (the sole beneficiaries of said Trust are JOHN E. CORBALLY, JAMES M. FURMAN and PHILIP M. GRACE, not individually but solely as trustees under the MACARTHUR LIQUIDATING TRUST

AGREEMENT dated December 28, 1983, 140 S. Dearborn St., Suite 700, Chicago, Illinois, 60605 and said Trust is hereinafter sometimes referred to as the "Citizen's Bank"), RUTH M. TISCHER as Trustee under a Trust Agreement dated October 27, 1977 and known as the Ruth M. Tischer Trust (the holder of one hundred percent (100%) of the beneficial interest in said Trust is RUTH M. TISCHER, 23611 Highway 21, Mundelein, Illinois, 60060 and said Trust is hereinafter referred to as "Tischer"), MADELAINE DARLING and LESTER A. DARLING (hereinafter sometimes referred to as "Darling"), LaSALLE NATIONAL BANK, not individually, but solely as Trustee under Trust Agreement dated July 10, 1985 and known as Trust No. 110053 (the beneficiaries of said Trust are DENNIS W. HEDBERG, 2630 Riverside Drive, Franklin Park, Illinois, 60131, as holder of a fifty percent (50%) beneficial interest and DAVID L. HEDBERG, 5953 N. Kenneth, Chicago, Illinois, 60646, as holder of a fifty percent (50%) beneficial interest and said Trust is hereinafter sometimes referred to as "Hedberg"), ARLIE ALDRICH and LORRAINE ALDRICH (hereinafter collectively referred to as "Aldrich") and THE FIRST NATIONAL BANK OF LAKE FOREST, a national banking association, not individually, but solely as Trustee under Trust Agreement dated April 9, 1975 and known as Trust No. 4500 (the beneficiaries of said Trust are RUSSELL V. RAY and MARY ROSE RAY of 516 Linden Lane, Libertyville, Illinois, 60048, as joint tenants in a fifty percent (50%) beneficial interest and DONALD S. FLANNERY, 747 Thomas Court, Libertyville, Illinois, 60048, as holder of a fifty percent (50%) beneficial interest and said Trust is hereinafter sometimes referred to as "First National"). (Citizen's Bank, Tischer, Darling, Hedberg, Aldrich

and First National are hereinafter collectively referred to as "Owners").

RECITALS

WHEREAS, Owners are the owners of record of the land comprising 402.17 acres more or less, contiguous to the corporate limits of the Village and legally described in Exhibit "A" attached hereto and made a part hereof (said land is hereinafter referred to as the "Property"); and

WHEREAS, the Property consists of six parcels of land, each contiguous to the other, of which the owners of record are as follows:

- A. Citizen's Bank is the owner of record of that portion of the Property legally described in Exhibit "B" attached hereto and made part hereof as "Parcel A"; and
- B. Tischer is the owner of record of that portion of the Property legally described in Exhibit "B" as "Parcel B"; and
- C. Darling is the owner of record of that portion of the Property legally described in Exhibit "B" as "Parcel C"; and
- D. Hedberg is the owner of record of that portion of the Property legally described in Exhibit "B" as "Parcel D"; and
- E. Aldrich is the owner of record of that portion of the Property legally described in Exhibit "B" as "Parcel E"; and

F. First National is the owner of record of that portion of the Property legally described in Exhibit "B" as "Parcel F"; and

WHEREAS, Purchaser has executed agreements with Citizen's Bank, Tischer, Hedberg, Aldrich and First National to purchase Parcels A, B, D and E, and F respectively, contingent upon annexation of the Property and completion of certain studies and tests; and

WHEREAS, Purchaser's rights in the aforesaid agreements and Parcels A, B, D, E and F have been or will be assigned to Developer or American National Bank and Trust Company of Chicago as Trustee under Trust Agreement No. 66865; and

WHEREAS, Owners, Purchaser and Developer wish to annex the Property to the Village; and

WHEREAS, Developer and Purchaser desire and propose, pursuant to the provisions and regulations of the Village Zoning Ordinance, to develop Parcels A, B, D, E and F (hereinafter collectively referred to as the "Corporate Woods") in accordance with a Special Use for a Planned Unit Development within a L-I Limited Industrial District and pursuant to a certain Final Engineering Plan (hereinafter the "Final Engineering Plan") prepared by Donald Manhard Associates, Inc. and dated 7/11/86, a copy of which Final Engineering Plan is attached hereto and incorporated herein as Exhibit "C", and also a Plat of Subdivision (hereinafter the "Plat of Subdivision") prepared by the Blackledge Group, Ltd., surveyors, and dated, as last revised, June 27, 1986, a copy of which Plat of Subdivision is attached hereto and incorporated herein, as Exhibit "D", and

subject to all other exhibits attached hereto or incorporated by reference herein; and

WHEREAS, Darling desires and proposes to develop Parcel C in accordance with a Special Use for a Planned Unit Development within an L-I Limited Industrial District; and

WHEREAS, pursuant to the provisions of Section 11-15.1-1 et seq., of the Illinois Municipal Code (Chapter 24, Illinois Revised Statutes 1983) and Section 7-1 et seq., of the Illinois Municipal Code (Chapter 24, Ill. Rev. Stat. 1983), a proposed Annexation Agreement, in substance and in form substantially the same as this Agreement, was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice as provided by Ordinance and Statute; and

WHEREAS, pursuant to due notice and advertisement in the manner provided by law, the Planning and Zoning Commission of the Village has held such public hearings prescribed by law and has made recommendations with respect to the requested zoning classification of L-I Limited Industrial District, the special use for a Planned Unit Development within the L-I Limited Industrial District and such other provisions of this Agreement as were within its purview; and

WHEREAS, the Planning and Zoning Commission and the Corporate Authorities have found the proposed zoning of the Property as an L-I Limited Industrial District with a special use for a Planned Unit Development (the "Special Use") meets all appropriate standards of the Village including the following findings regarding the Property's proposed development:

- A. The establishment, maintenance and operation of the Property as an L-I Limited Industrial District with a Special Use as a Planned Unit Development will not be detrimental to or endanger the public health, safety, morals or general welfare; and
- B. The zoning of the Property as L-I Limited Industrial District and establishment of the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity of the Property for the purposes permitted, nor substantially diminish or impair property values within the adjacent neighborhood; and
- C. The zoning of the Property as L-I Limited Industrial District and establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the zoning district; and
- D. Adequate service utilities, access roads, drainage and other necessary facilities are in existence or will be provided; and
- E. Adequate measures have been, or will be, taken to provide ingress and egress designed to minimize traffic congestion in the public streets; and

WHEREAS, the President and Board of Trustees, after due and careful consideration, have concluded that the annexation of the Property to the Village and its zoning and development on the terms and conditions herein set forth would further enable the Village to control the development of the area and would serve the best interests of the Village.

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements herein set forth, the parties hereto agree as follows:

ARTICLE I.

ANNEXATION

1.1 Applicable Law. This Agreement is made in accordance with the provisions of Section 11-15.1-1 et seq. and Section 7-1-1 et seq. of the Illinois Municipal Code (Chapter 24, Ill. Rev. Stat. 1983). The preceding Recitals are hereby made a part of this Agreement.

1.2 Agreement: Compliance and Validity. The Developer, the Purchaser and the Owners have filed with the Village Clerk of the Village a proper petition to annex the Property (along with adjacent rights of way) to the Village pursuant to and in accordance with provisions of Section 7-1-8 of the Illinois Municipal Code (Chapter 24, Ill. Rev. Stat. 1983), conditioned on the execution of this Agreement and compliance with the terms and provisions contained herein. It is understood and agreed that this Agreement in its entirety, together with the aforesaid Petition for Annexation, shall be null, void and of no force and effect unless the Property is validly annexed to the Village and validly zoned and classified as a L-I Limited Industrial District with a Special Use for a Planned Unit Development, all in accordance with and as contemplated in this Agreement.

1.3 Enactment of Annexation Ordinance. The Corporate Authorities will enact a valid and binding ordinance (hereinafter referred to as the "Annexation Ordinance") annexing the Property

(along with adjacent rights of way) to the Village within twenty-one (21) days of the execution of this Agreement by the Village. Said Annexation Ordinance shall be recorded with the Lake County Recorder's Office along with an executed copy of the Plat of Annexation attached hereto as Exhibit "E". Recordation shall take place no more than thirty (30) days after enactment of the Annexation Ordinance.

## ARTICLE II.

### ZONING

2.1 Enactment of Zoning Ordinances. Within twenty-one (21) days after passage of the Annexation Ordinance, the Corporate Authorities shall adopt proper, valid, and binding ordinances, implementing the provisions of this Agreement and zoning the Property in the L-I Limited Industrial District with a Special Use as a Planned Unit Development, subject only to the provisions and restrictions further contained herein and subject to the terms of this Agreement. The Special Use ordinance or permit adopted pursuant hereto shall not provide for an expiration of the Special Use, the intent of the parties being to create a permanent zoning classification which shall remain in effect until the expiration of this Agreement and thereafter until altered in the manner provided by law for the alteration of zoning classifications. The Village shall zone the Property as a Planned Unit Development for the specific purpose of implementing the special conditions set forth in Article III below. Provisions of the Village's Planned Unit Development Ordinance not applicable to the special conditions set forth below shall be deemed of no force and effect as they relate to the Property.

2.2 Village Zoning Ordinance. All references to the Village Zoning Ordinance shall mean the Vernon Hills Zoning Ordinance of 1982, as enacted by Ordinance Number 402, passed June 15, 1982, and as amended as of the date of this Agreement. At Developer's request, the Village Clerk shall deliver to Developer a certified copy of the Village Zoning Ordinance and the Village subdivision Ordinance to facilitate later interpretation of this Agreement.

2.3 Administration of Planned Unit Development.

- A. Adoption of the ordinance zoning the Property as L-I Limited Industrial District with a Special Use as a Planned Unit Development shall be acknowledgment by the Corporate Authorities that the Plat of Subdivision has undergone extensive review prior to its approval by the Corporate Authorities and said review and approval were conducted and given in accordance with the Village Zoning Ordinance as modified by this Agreement.
- B. Notwithstanding the provisions of Article 20 of the Village Zoning Ordinance or any other provision thereof, the development of the Property shall at all times be solely in accordance with this Agreement and the Special Use for a Planned Development adopted pursuant hereto. The Village's administration of the Property after the Plat of Subdivision is recorded shall be without reference to the provisions of Article Twenty of the Village Zoning Ordinance, it being expressly understood and agreed that all applications for building permits, requests for variances,

resubdivision and other matters affecting the Property shall be construed in accordance with this Agreement and the Special Use adopted pursuant hereto and in the absence of specific provisions in this Agreement or the Special Use permit or Special Use ordinance to the contrary, shall be construed in accordance with the procedures applicable to properties within a L-I Limited Industrial District not subject to a Planned Unit Development. Any such application or request shall be deemed to affect only the portion of the Property described therein and shall require no review or amendment to the provisions of this Agreement, the Special Use adopted pursuant hereto, the Planned Unit Development (the "Planned Development") and the ordinances applicable to the remainder of the Property.

- C. The Village expressly waives the following requirements:
- i. The Village waives the submission of a construction schedule.
  - ii. The Village waives any requirement that buildings be located or designated on any submission to the Village prior to an application for a building permit.
  - iii. The Village waives the requirement for the following Preliminary Plat Support Documents:
    - (a) Lake County Highway Department Report; and
    - (b) School Board Reports.

ARTICLE III.

SPECIAL CONDITIONS OF THE PLANNED DEVELOPMENT

3.1 Zoning. The Property shall be zoned L-I Limited Industrial District with a Special Use for a Planned Unit Development in accordance with the provisions of Article 20 of the Village Zoning Ordinance as modified by this Agreement. After the Property is so zoned and the Special Use is granted, notwithstanding any provision of the Village Zoning Ordinance, Subdivision Ordinance or any other Village Ordinance now in effect or adopted during the term of this Agreement in conflict herewith, the provisions of the Village Zoning Ordinance (including but not limited to Articles 16 and 19) regulating the use and development of property (as distinguished from provisions which define terms, establish procedures or implement administration of the Village Zoning Ordinance) shall not apply to the Property, it being the intent of the Corporate Authorities that the use and regulation of the Property (including off-street parking and loading) be controlled solely by the terms of this Agreement and the ordinance granting a Special Use for a Planned Unit Development adopted pursuant hereto. To the extent the provisions or standards contained in the Special Use ordinance or this Agreement conflict with the provisions of the Village Zoning Ordinance relating to definitions, procedures or administration, the provisions and standards contained herein shall control. The zoning and use standards for the Property are set forth on Exhibit "F" attached hereto and made part hereof.

3.2 Detention and Storm Water Management. Notwithstanding any provision of the Village Zoning Ordinance, the Village Sub-

division Ordinance, or any other Village Ordinance now in effect or adopted during the term of this Agreement in conflict herewith, the following detention and storm water management standards shall apply to the Property and to the extent the standards contained herein shall be more or less restrictive than standards established by Village Ordinance, the standards contained herein shall apply:

- A. Detention basins within the Property will be designed for all storm frequencies up to a 100 year storm by the method described by the Metropolitan Sanitary District for existing water course release rates and required detention volumes. Wet detention areas will be sloped with a maximum slope of 3:1 from bottom of lake to water level and with a maximum slope of 4:1 from water level to top of pond bank. Detention Basins shall be excavated to 7 feet, but the normal water depth will be a minimum of 6 feet. Rip Rap will not be installed in the detention areas. The detention area banks above the water level will be seeded. The detention areas and an area twenty feet (20') around each detention area in the Corporate Woods will be maintained by an owners' association formed pursuant to a Declaration of Protective Covenants further described in Section 7.6 below. Drainage swales and ditches will be maintained by the owners of the parcels upon which they are located.
- B. The Village hereby waives any requirement that buildings be set back a minimum of 100 feet from waterways

or lakes and agrees, subject to yard requirements, to permit buildings within the Property to be constructed up to the edge of drainage easements and detention easements.

- C. Open channels, ditches, and swales will be provided for storm water management, as deemed necessary in accordance with good engineering practices, but storm sewers will be provided within road right-of-ways and within 100 feet adjacent thereto. Ditch side slopes will be a maximum of 3:1 and will be seeded. Underdrains will not be provided where ditch grades are greater than 0.75% or at the upper reaches of watersheds. Storm sewers within the Corporate Woods will be owned and maintained in accordance with Section 3.5.A. below.
- D. Storm water detention areas will be designed using a composite runoff coefficient ("C") value of 0.75 based upon impervious area values of 0.95 and pervious area values of 0.30.
- E. The Village agrees to vary the requirement that storm structures be provided at intervals not to exceed 350 feet on storm sewers 60" diameter and larger. Storm structures will be provided at intervals not to exceed 830 feet.
- F. Precast concrete end sections shall have a poured concrete foundation 12 inches wide by 3 feet deep extending the length of the end section plus 1 foot.

3.3 Site Preparation, Grading and Landscaping. Notwithstanding any provision of the Village Zoning Ordinance, Subdivision Ordinance, or any other Village Ordinance now in effect or adopted during the term of this Agreement in conflict herewith, the following grading and landscaping standards shall apply to the Property and to the extent the standards contained herein shall be more or less restrictive than standards established by Village Ordinance, the standards contained herein shall apply:

- A. A conceptual grading plan for the Corporate Woods, at a scale of 1" = 100' has been submitted to and approved by the Corporate Authorities as part of the Final Engineering Plan. This grading plan generally outlines proposed drainage patterns, but does not contain detailed plans for individual sites. The Village waives the following requirements in its current ordinances and regulations: (i) that the top of any building's foundation be two and a half (2 1/2) feet above the roadway centerline; and (ii) that 80% of the lot area be more than three (3) feet above the ground water table. The Village will allow flexibility in the excavating and filling of lots, the placing of berms, and the altering of existing ground elevations so as to permit more than two (2) feet of change in elevation between lots. The Village waives any requirements for "as built" contouring of the Property except that record drawings for all public improvements shall be provided.

- B. A site development plan shall be prepared and submitted to the Village for each individual site at time of application for a building permit showing grading, seeding of parkways and landscaping at a scale of not less than 1" = 50'. The Village waives any requirement for "as built" contouring of private property within the Property.
- C. The Village shall permit removal of the existing trees on the Property as deemed necessary by the Developer for the Corporate Woods and Darling for Parcel C and the Village will permit the planting of types of trees prohibited by the ordinance (such as Willow trees) in landscaped areas more than twenty (20) feet from right-of-ways. The areas within public right-of-ways will be hydro-seeded (unless the Village Manager authorizes another method requested by Developer or Darling). Landscaped areas on private property stripped of top-soil will be seeded or hydro-seeded, as the Developer or Darling deems appropriate, within ninety (90) days (weather permitting) after underground and utility improvements are installed. Privately maintained irrigation systems may be installed on the Property utilizing water supplied from the various detention lakes to be constructed on the Property. Private irrigation pipes may be installed and maintained within the public right-of-ways and private irrigation pipes and pumps may be installed and maintained within the easements serving the Property.

D. Shallow wells may be drilled on the Property for use in replenishing the water supply in detention lakes. The shallow wells will be constructed as follows:

- i. Shallow wells will not be constructed within 500 feet of Woodbine Estates Subdivision or within 500 feet of any shallow wells serving private residences on other adjacent property on the date of this Agreement.
- ii. The maximum usage will not exceed 20 gallons per minute per well.
- iii. The Village or the Developer shall have the right to restrict or shut off the flow from any shallow well within the Corporate Woods and within 1,000 feet of the Woodbine Estates Subdivision or within 1,000 feet of any shallow wells serving private residences on other adjacent property on the date of this Agreement if wells within said areas are experiencing water supply problems.

E. No fencing, berms, or landscape screens shall be required around the perimeter of the Property or along rear lots abutting streets and highways.

F. Berms may be constructed within public rights of way if they do not exceed three feet in height. The slope of said berms may not exceed 5:1 within an area five feet in width measured from the paved streets. All berms within public rights of way shall be maintained by the adjacent property owner or an owners' association.

- G. Trees within parkways may be planted in groupings rather than at designated intervals. All trees within parkways within the Corporate Woods will be maintained by the owner of the adjacent property or by the owner's association.

3.4 Streets and Street Lighting. Notwithstanding any provision of the Village Zoning Ordinance, the Village Subdivision Ordinance, or any other Village Ordinance now in effect or adopted during the term of this Agreement in conflict herewith, the following street and street lighting standards shall apply to the Property and to the extent the standards contained herein shall be more or less restrictive than standards established by Village Ordinance, the standards contained herein shall apply:

- A. All street right-of-ways shall be dedicated to the Village and shall be seventy (70) feet in width, with easements ten (10) feet in width adjacent to the road right-of-ways as required to accommodate public utilities. All streets within the Property will be thirty-nine (39) feet wide back to back of curb.
- B. The Village will allow subbase granular material and aggregate base course to be used in the construction of streets if the entire pavement section equals a structural number of 3.5 or greater.
- C. At the intersection of streets within the Corporate Woods with Milwaukee Avenue and State Route 45, a left turn lane, a right turn deceleration lane, and traffic signals will be installed by the Developer as soon as the Illinois Department of Transportation deems such

installation is warranted and all other governmental bodies having authority concur. The Developer will also provide opticom traffic control equipment on said traffic signals if, prior to the final design of said signals, similar equipment has been installed on the nearest traffic signals in both directions. No additional improvements to the intersections or to Milwaukee Avenue and State Route 45 will be required by the Village. The Village will not require bonding of said improvements where a bond is required by another governmental body provided however, that the Developer will provide a bond in an amount sufficient to cover the difference between the bond required by said governmental body and that required by the Village, or to provide for any additional undertaking when the scope of the undertaking required in the bond to be provided to another governmental agency is less than the undertaking required by the Village, in an amount adequate to reflect the difference in said undertaking, or both.

- D. The Village will not require alleys, and will waive its maximum block standard of one thousand (1000) feet. Cul-de-sacs will be permitted if they do not exceed one thousand five hundred (1,500) feet in length. Village and Developer and Owners will cooperate with each other to facilitate Village snow plowing requirements.
- E. The Village waives all requirements for sidewalks, pedestrian crosswalks, and bike paths, except on

Milwaukee Avenue and State Route 45 where a five (5) foot wide non-illuminated pathway constructed of 5" Portland Cement concrete on a four inch (4") compacted CA6 aggregate base course will be provided within the right-of-way or as mutually agreed by the Developer and the Village.

- F. Direct Access to Milwaukee Avenue or State Route 45 from individual lots will not be permitted without the approval of the Village.
- G. Street lighting illumination levels will not be in accordance with "American Standard Practice for Roadway Lighting." Street lights will be provided at intersections, sharp curves, island medians, and six hundred (600) foot spacing. Cable for street lighting in parkways will be installed in uniduct. Cable for street lighting under pavement will be installed in galvanized steel conduit. Two hundred fifty watt high pressure sodium luminaires mounted on standard poles, 30 feet mounting height, and made of rounded tapered aluminum will be utilized and shall be deemed to satisfy the Village's illumination requirements.
- H. The installation and operation of street lights shall not be a prerequisite to the issuance of building or occupancy permits.
- I. The Developer has designated several areas on the Plat of Subdivision as "Reserved for Future Road." These areas will not be improved but will be sold to the Village at fair market price as determined by the most

recent sale of vacant interior parcels within the Corporate Woods if the properties adjacent to the designated reserved areas (excluding reserved areas adjacent to Parcel "C") are annexed to the Village and zoned as Industrial or Office Districts within ten (10) years of the date hereof. Areas designated "Reserved for Future Road" adjacent to Parcel "C" will not be improved but will be sold to the Village at the fair market price (determined as aforesaid) if that part of Parcel "C" adjacent to the area so designated is still zoned in an Industrial or Office District and is subdivided or receives all necessary governmental approvals to commence subdivision improvements within ten (10) years of the date hereof. Anytime within said ten (10) year period, Developer shall have the right to relocate one or more of said reserved areas to a comparable location within the Property with the approval of the Corporate Authorities. If said properties are not so annexed, zoned, subdivided and approved in an Industrial or Office District within ten (10) years, Village will record a release of its rights to each reserved area not serving an industrially or office zoned and annexed property and thereafter the reserved area so released may be developed in accordance with this Agreement.

- J. Village agrees to take all necessary action to prohibit parking on public streets within the Corporate Woods (including but not limited to the enactment of appro-

priate ordinances) and further agrees to enforce such prohibition. Developer agrees to reimburse Village for the cost of any signs posted within the Corporate Woods to enforce the terms of this Section.

K. Developer agrees that all street plowing within the Corporate Woods shall be its obligation until the binder course is installed.

L. The Developer will provide two #5 rebars 10' 0" long in curbs and gutters over all trenches.

M. All concrete public improvements will be constructed of portland cement concrete having a compressive strength of 3,500 pounds per square inch rather than the 4,000 pounds per square inch required by Village standards.

3.5 Underground Improvements. Notwithstanding any provision of the Village Zoning Ordinance, the Village Subdivision Ordinance, or any other Village Ordinance now in effect or adopted during the term of this Agreement in conflict herewith, the following standards for underground improvements shall apply to the Property and to the extent the standards contained herein shall be more or less restrictive than standards established by Village Ordinance, the standards contained herein shall apply:

A. Within the Corporate Woods all storm sewers within public rights-of-way, those storm sewers directly connecting the detention lakes adjacent to roadways with the storm sewer system within public rights-of-way and, beyond the boundaries of the Corporate Woods, the storm sewers between manholes "D" and "DC" as designated on

the Final Engineering Plan will be maintained by the Village and will be constructed in accordance with the Final Engineering Plan. All other storm sewers on private property will be maintained by the owners thereof. Storm sewers within the public rights-of-way will be dedicated to the Village. Storm sewers on private property maintained by the Village will be subjected to an easement for maintenance purposes.

- B. All water mains will be constructed in accordance with Lake County standards using ductile iron pipe.
- C. All sanitary sewers will be constructed using extra strength vitrified clay or ductile iron pipe and will otherwise be constructed in accordance with Lake County standards.
- D. Sewer, sanitary and storm sewers and water services to individual lots will not be constructed with the general public improvements but will instead be constructed at time of development of individual sites. If the location of said services require the crossing of an improved street, an auger with casing will be used to install the lines without creating an open ditch.
- E. The water main in the Corporate Woods need not be looped until the final Construction Phase (as hereinafter defined) or until the Developer determines that subsequent development requires it.

- F. Fire Hydrants shall be installed within the Property (but not off-site) and may be spaced up to a maximum of 400 feet from each other. No required fire hydrant will be located more than twenty-five (25) feet from a paved surface.
- G. Developer will construct a reservoir and a pumping station on the Corporate Woods. Developer will permit the County of Lake to construct a well on said premises. Developer agrees that these facilities will serve the County water system as well as the water system on the Corporate Woods. Any facilities constructed by Developer shall be dedicated or conveyed to the County of Lake, provided however that if the County of Lake fails or refuses to accept said dedication within 150 days from the date of completion, Developer shall dedicate to the Village and the Village shall accept (provided same are constructed in a manner acceptable to the Village Engineer) said facilities.
- H. Bedding for underground improvements shall be as noted below:
- i. Sanitary sewers shall have 4" of bedding under the pipe.
  - ii. Watermains shall have 4" of bedding under the pipe.
  - iii. Storm sewers shall have 6" of bedding under pipes 21" in diameter and over, and 4" of bedding under pipes less than 21" in diameter. All pipes shall be bedded up to mid-point of the pipe.

- I. The Developer will extend a 16 inch water main on Route 45 from the Corporate Woods to Deerpath Lane and a 12 inch watermain from Deerpath Lane, under Route 45 and the Soo Line Railroad tracks to a connection point to the existing water system near the Village Hall. Village will enact appropriate ordinances and/or resolutions requiring each property serviced by said lines to pay its proportionate share of the costs of said lines to the Village prior to the issuance of a building permit. The Village will use said funds to reimburse the Developer for its cost of extending said lines. The cost of the extension and the areas serviced shall be determined by the engineers for the Village and the Developer.
- J. Developer may install curved sanitary sewers. All curved sanitary sewers shall undergo a televised inspection at the end of the maintenance period.
- K. The Developer agrees that, at the Village's request, the sanitary lift station for the Corporate Woods will be located to the north of its current planned location if said request is made and the cost of said relocation is paid to Developer prior to Developer ordering the materials and equipment necessary to install the lift station.

ARTICLE IV.

PARCEL C

4.1 Continuation of Current Use. Parcel C is currently being used for farm and general agricultural purposes. In reviewing the Owners' annexation petition and this Agreement, the Corporate Authorities gave due consideration to the continuation of the current use of Parcel C. Notwithstanding any provision of the Village Zoning Ordinance, the Village Subdivision Ordinance, Village Building Codes, or any other Village Ordinance now in effect or adopted during the term of this Agreement in conflict herewith, the current use of Parcel C shall be deemed a permitted use under the Village Zoning Ordinance and the Village agrees that all structures and improvements now located thereon shall not be subject to Village building, health, safety and fire codes until such time as improvements or repairs are made to said structures. All improvements and repairs to said structures shall be subject to Village building, safety, health and fire codes in effect at the times such repairs and improvements are made.

4.2 Parcel C to be a Separate Development. Parcel C will not be developed as part of the development of the Corporate Woods but shall be developed separately as a distinct industrial subdivision. If at any time during the life of this Agreement, Darling, or their successors or assigns, wish to subdivide Parcel C, the Village agrees that it will apply the Village Subdivision Ordinance (as modified by this Agreement) to the development of Parcel C as if said Tract were within a L-I Limited Industrial

district without a special use for a Planned Unit Development. Accordingly, amendment of the Special Use ordinance or compliance with the Planned Unit Development approval procedures will not be a prerequisite to subdivision. All modifications and special conditions of this Agreement not specifically limited to the Corporate Woods by their nature or the terms of this Agreement shall apply to any future development of Parcel C.

#### ARTICLE V.

##### PLAN APPROVAL AND SECURITY FOR IMPROVEMENTS

5.1 Approval of Plans. The Corporate Authorities acknowledge that they have reviewed all supporting documentation they deemed necessary and hereby approve the Final Engineering Plan and the Plat of Subdivision pursuant to the provisions of this Agreement. The Plat of Subdivision provides (and any subsequent subdivision or resubdivisions of the Property may provide) for Lots of Record containing 20,000 or more square feet with a fifty (50) foot frontage. It is the parties intent that the Final Engineering Plan, the Plat of Subdivision and supporting plans (including but not limited to drainage and topographical plans) hereby approved incorporate concepts, design criteria, and material specifications which may, in many cases, vary from the Village Zoning Ordinance, the Village Subdivision Ordinance, or any other Village Ordinance now in effect or adopted during the term of this Agreement and which may or may not be enumerated in the text of this Agreement. To the extent the Final Engineering Plan and Plat of Subdivision so vary or conflict, the Final

Engineering Plan and Plat of Subdivision shall control, it being the express intent of the Village and the Corporate Authorities that said Final Engineering Plan and Plat of Subdivision reflect the matters approved by the Village in the proceedings zoning the Property and adopting this Agreement.

5.2 Construction Phases. The Plat of Subdivision shall be recorded by the Village immediately after its execution by the Corporate Authorities but in no event later than 21 days after the passage of the Annexation Ordinance. No bond, fee, or further approval of any kind shall be required by the Village prior to such recording. Developer agrees that although the Corporate Woods is subdivided, the Village shall be under no obligation to issue building permits for a structure to be erected in the Corporate Woods unless and until the portion of the Corporate Woods for which the permit is requested is within a Construction Phase as that term is hereinafter defined. The Developer may, any time after recording of the Plat of Subdivision, submit to the Village the required materials for the issuance of appropriate permits for a portion of the Corporate Woods (hereinafter referred to as a "Construction Phase"). Said submission shall be based on the Final Engineering Plan and shall:

- A. substantially conform to the Final Engineering Plan and the Plat of Subdivision;
- B. conform to the terms of this Agreement and all applicable Village Ordinances; and

C. be for an area of no less than ten (10) acres within the Corporate Woods.

For purposes of this Agreement and the development of the Corporate Woods, Developer's submission of the following documents shall, notwithstanding provisions to the contrary in the Village Subdivision Ordinance, be conclusively deemed to be all documents required for Village approval of a Construction Phase:

- i. A depiction of the boundary of the Construction Phase;
- ii. Cost Estimate of on-site public and private improvements and off-site public and private improvements directly serving the Construction Phase;
- iii. A bond or other security for the public improvements set forth in ii. above.
- iv. All fees which would be due the Village if the Construction Phase were a subdivision plat.

The Village agrees that Developer may have more than one Construction Phase under development at any one time. The Village further agrees that specific development plans submitted for a Construction Phase will not require review by the Planning and Zoning Commission or Corporate Authorities and specific development plans submitted for an individual lot or lots within a Construction Phase will not require review by the Planning and Zoning Commission or Corporate Authorities except as provided in Section 7.5 below.

5.3 Completion of Improvements. Subdivision Improvements shall be completed in the normal course of the development of the Corporate Woods and need not be completed within three (3) years of the approval of the Plat of Subdivision as provided in the Village's Subdivision Ordinance. Developer agrees that the Subdivision Improvements within any one Construction Phase will be completed no more than three (3) years after approval of the Construction Phase (excluding minor "punch list" items). It is acknowledged that weather conditions, construction schedules and other matters may make appropriate the issuance of building and occupancy permits prior to completion of subdivision improvements. The Village agrees that building permits may be issued anytime after recording of the Plat of Subdivision and approval of the Construction Phase in which the proposed building is to be located, notwithstanding the fact that some or all of the Subdivision Improvements may not be complete. The Village may grant occupancy permits for buildings at such time as Subdivision Improvements within a Construction Phase (excluding street lights, binder course and final surface) are substantially complete notwithstanding the fact that private site improvements (for example: parking lot or landscaping) are not fully complete. Developer agrees that the binder course in a Construction Phase will be substantially completed within six (6) months of the issuance of an occupancy permit within said Construction Phase. The preceding provisions shall not operate to delay or extend the three-year period following approval of the Construction Phase within which the Developer is required to complete all Subdivision Improvements.

5.4 Amendment of Plan. If the Developer or Purchaser desires to make changes in the Final Engineering Plan and Plat of Subdivision as herein approved, the parties agree that such changes will require, if the Village so determines, the submission of amended plats or plans, together with proper supporting documentation, to the Planning and Zoning Commission and/or the Corporate Authorities for their consideration and approval. The Corporate Authorities may, at their sole discretion, require additional public hearings and may review the commitments of record contained in this Agreement (including, but not limited to fees) prior to final consideration of any change in the Final Engineering Plans and Plat of Subdivision and may, at their sole discretion, reject any proposed change.

5.5 Security for Public Site Improvements. Security for public site improvements benefiting a Construction Phase shall be provided at the time the Construction Phase is submitted and shall be in accordance with this Agreement, and the Village Ordinances as modified by this Agreement. Subdivision bonds, irrevocable letters of credit, other security approved by the Village Attorney, or any combination thereof may be used as security for such improvements. The issuer of an irrevocable letter of credit may have an equitable or lending interest in the Corporate Woods provided that said letter of credit, by its own terms, shall be honored irrespective of that interest. If the security is a letter of credit, the Village shall have the right to draw up to the full amount of the letter of credit in order to complete, and have formal acceptance of, all improvements secured

by the letter of credit. To the extent permitted by law, Developer agrees to pay Village's reasonable cost, including attorneys' fees, costs and litigation expenses, of enforcing or collecting Subdivision Security instruments. Security for public improvements for sewer and water distribution will not be posted with the Village if a bond is required by Lake County provided, however, that the Developer will provide a bond in an amount sufficient to cover the difference between the bond required by Lake County and that required by the Village, or to provide for any additional undertaking when the scope of the undertaking required in the bond to be provided to Lake County is less than the undertaking required by the Village, in an amount adequate to reflect the difference in said undertaking, or both. Notwithstanding any provision of the Village's Ordinances, if the security posted is a letter of credit, the Village will reduce the balance of the letter of credit or other security at periodic intervals of not less than thirty (30) days by the amount of the cost of the work performed since the last reduction, but shall not be required to reduce said balance for amounts less than \$100,000.00, on the following terms and conditions:

- A. The security for any completed section of street lighting which is tested and approved by the Village Engineer shall be reduced to a 10% retention which shall be held by the Village for a period not to exceed two (2) years from the date all subdivision improvements within the Construction Phase are accepted (the "Guaranty Period") to guarantee against defects in materials and workmanship.

B. The security for mass site grading in a given area (including excavation and filling of individual lots, ditches, swales, detention areas and lakes) shall be reduced to a 10% retention upon completion to the grades shown on the Final Engineering Plans, after disturbed areas have been seeded to prevent soil erosion, and after fill areas have been compacted and approved by the Village Engineer within said area. The 10% retention shall be held by the Village for the two year Guaranty Period.

C. The security for road excavation, gravel base course, asphalt binder and surface courses, storm sewers and appurtenances for any given section of road shall be reduced to a 10% retention upon completion of all of the above work to the satisfaction of the Village Engineer and completion of the compaction testing of the subgrade and proof rolling of the roadway in said section. The 10% retention shall be held by the Village for the two year Guaranty Period.

5.6 Acceptance of Improvements. Ninety (90) days prior to the expiration of a Guaranty Period, the Developer shall request in writing that the Village advise the Developer in writing of any items which require correction or repair among the improvements to be accepted. If the Village has not responded, a second request shall be sent to the Village sixty (60) days prior to the expiration of the Guaranty Period. Each such request shall be addressed to the Village Clerk with copies to the Village Presi-

dent, the Village Manager and the Engineering Department. The Village's failure to respond within forty-five (45) days of the Developer's second request shall be deemed a full acceptance of said improvements. If the Village advises the Developer that corrections or repairs remain to be made to the improvements Developer wishes accepted, Developer shall make said corrections and repairs as soon as reasonably possible and shall thereafter notify Village in writing (with copies to the aforesaid officials) of the completion of the work. Thereafter Village shall accept or reject the repairs and corrections in writing. If the Village does not respond to the Developer's first letter within forty-five (45) days, a second letter shall be sent to the Village. The Village's failure to respond within forty-five (45) days of the Developer's second letter shall be deemed a full acceptance of said improvements. In the event some of Developer's repairs or corrections are disapproved by the Village, the parties shall follow the procedure above for repairs and corrections. Upon the Village's acceptance of improvements, all security held by the Village for said improvements shall be returned to the Developer as soon as reasonably possible.

5.7 Security for Private Improvements. Security for private site improvements shall not be required but, in the discretion of the Village Building Commissioner, security for private site improvements may be required from individual owners as a condition to the issuance of a conditional occupancy certificate.

ARTICLE VI.

FEEES AND DONATIONS

6.1 Municipal Fees. Municipal fees, including, but not limited to, application fees, inspection fees, and building permit fees for the Property shall not, during the first four (4) years of the term of the Agreement, be increased. All such fees, unless limited by the provisions of this paragraph, shall be applied consistently to all similar users within the Village.

6.2 Donations and Annexation Fees. Notwithstanding any provision of the Village Zoning Ordinance or other ordinances, the Owners, Purchaser, and Developer shall not be required to pay any annexation fee nor make any donations or contributions of land, equipment or money for schools, parks, municipal facilities, public act, special funds, or municipal functions. The parties acknowledge that Developer has expended or will expend large sums of money to landscape the entryways to the Corporate Woods in accordance with a landscape plan heretofore submitted to the Village consisting of six (6) sheets, dated March 5, 1986, last revised May 9, 1986, and titled "The Corporate Woods Site Plan". Said landscape treatment shall be in lieu of other expenditures for art required or which may be required by the Village's Art in Architecture or Art in Construction Projects ordinances. The Village specifically acknowledges that said landscape treatment will satisfy any obligation on the part of Developer, the Owners, the Purchaser or any subsequent owner of record of part or all of the Property to make expenditures for "Art in Construction Projects" as required by the Village's Art in Architecture ordinance.

6.3 Other Fees. The Owners, Purchaser and Developer shall not be required to pay any other Village fee, donation or charge not in existence or being collected by the Village as of the date hereof if said fee, donation or charge is related to the development of real estate and buildings and improvements thereon or collected as part of or during the development of real estate and buildings within the Village. Fees, donations and charges applied and collected fairly and equitably throughout the Village which are applicable to property which is fully developed or upon which all construction is completed shall be applicable to the Property.

#### ARTICLE VII.

##### IMPLEMENTATION OF AGREEMENT

7.1 Utilities. The Corporate Authorities agree to aid Developer and Owners and to fully cooperate with Developer and Owners in their dealings with any and all applicable governmental bodies and agencies in obtaining utility services for the Property, including but not limited to sanitary sewers, storm sewers and water mains.

7.2 Compliance with Applicable Ordinances. The Developer agrees that, in its development of the Corporate Woods, it will comply with all current ordinances of the Village of Vernon Hills as modified by this Agreement and as modified by the Final Engineering Plan and the Plat of Subdivision. It is agreed that the Property will not be subject to any new Village regulatory ordinances or to any amendments to existing Village regulatory

ordinances during the first seven (7) years of the term of this Agreement other than those provisions of the BOCA codes and the NFPA National Electrical Code and Life Safety Code adopted by the Village. Thereafter, the Property will be subject only to those new Village ordinances and amendments to existing Village Ordinances which do not apply (by specific provision or application) solely to the Property and which apply in an equitable manner to all owners of property within the Village similarly situated.

7.3 Ordinances. The Village shall, from time to time, enact such ordinances, or amend such ordinances, including appropriation ordinances, as may be necessary to carry out and enable the Village to carry out the agreements contained herein.

7.4 All Action Taken. The Village agrees that it has taken all action required by law, including the holding of such public hearings as may be required, to bring about the amendments, exceptions and variances to the Village Zoning Ordinance, the Village Subdivision Control Ordinance and other related ordinances, and the adoption of such other ordinance amendments, exceptions and variances, as may be necessary or proper in order to zone and classify the Property, so as to enable the same to be used and developed as contemplated herein and to enable the parties to execute this Agreement and fully carry out all the covenants, agreements, duties and obligations created and imposed by the terms and conditions hereof.

7.5 Landscaping, and Aesthetics Plans. Before construction commences on any building within the Property, owners of in-

dividual sites or their designated representatives shall be required to present their development proposals to the Village staff as follows:

- A. There shall be a submission at which time the owner or its designated representative shall submit fifteen (15) full sets of preliminary plans and specifications showing or stating at least the following:
- i. location of all structures, easements, street right-of-way, and set back lines;
  - ii. location of all walks, driveways and curblines;
  - iii. layout and location of all parking areas, including location and dimensions of all spaces, circulation aisles, islands and curbs;
  - iv. layout and location of all off-street loading areas;
  - v. layout and location of all outside storage areas, including identification and size of the material to be stored and location and dimensions of all fencing and/or screening;
  - vi. all landscaping, including locations, height, type and number of trees and shrubs and location and type of all ground cover and lawn material;
  - vii. location, height, intensity, and fixture type of all exterior lighting;
  - viii. architectural building elevation drawings of each building face including, without limitation, materials to be used and their proper locations;

- ix. building material and color information samples to be submitted;
  - x. site coverage data and calculations;
  - xi. parking data and calculations;
  - xii. site drainage plans, data and calculations; and
  - xiii. descriptions of proposed use.
  - xiv. topographical map of the site and an area fifty (50) feet around its perimeter at one (1) foot contour levels.
- B. All architectural plans and construction drawings submitted shall be to a scale of not less than one inch (1") equal to sixteen feet (16'). All site plans submitted shall be to a scale of not less than one inch (1") equal to fifty feet (50').
- C. The submission shall be reviewed by the Village staff to determine if the proposed development meets the applicable requirements of the Village as well as this Agreement and shall be submitted to the Corporate Authorities without further review by other Committees or Commissions. The submission shall be subject to the Corporate Authorities' reasonable approval of the aesthetics of the building and landscaping plans and of the compliance of said plans with applicable Village ordinances.
- . D. After approval by the Corporate Authorities of the subdivision described in Section 7.5.C above, the Village staff shall, without further review by the

Corporate Authorities, approve the final plans and specifications if they are in compliance with said submission and in accordance with this Agreement and applicable Village ordinances.

E. The Declaration of Protective Covenants for the Corporate Woods shall provide for written plan approval by the Developer (or if such right to approve is relinquished, to the owner's association) prior to the commencement of construction of any improvement. Before the Village issues a building permit for any construction within the Corporate Woods, it shall receive the Developer's written approval of the owner's plans.

7.6 Declaration of Protective Covenants. Developer shall record against the Corporate Woods a declaration of protective covenants, conditions, and restrictions which shall include provisions which grant the Village the right, but not the obligation, to enforce covenants or obligations of the owner or owners association as defined and provided within the declaration of protective covenants, and further shall grant the Village the right, upon thirty (30) days prior written notice specifying the nature of the default, to enter upon the Corporate Woods and cure such default, or cause the same to be cured at the cost and expense of the association or the owner or owners thereof. The Village shall also have the right to charge or place a lien upon the property of the owner's association for the repayment of such costs and expenses, including reasonable attorneys' fees, incurred in enforcing such obligations.

7.7 Signs. Any Village ordinance regulating the size, location, type, style, or copy of signs shall not apply to the Corporate Woods. The Corporate Woods Signage Concept attached hereto and made a part hereof as Exhibit "G" shall be implemented by the Developer and shall be the standard for signs within the Corporate Woods. Notwithstanding the provisions of Exhibit "G" no sign shall be erected on the Property facing Route 45 or Route 21 on lots adjacent to said Routes unless approved by the Village and, if within the Corporate Woods, the Developer (or if the Developer has relinquished its right to approve plans, the owner's association).

7.8 Facilitation of Development. Time is of the essence of this Agreement, and Village, Developer and Purchaser will make every reasonable effort to expedite the subject matters hereof. It is further understood and agreed that the successful consummation of this Agreement and the development of the Property in the best interests of all the parties requires their continued cooperation. The Developer and Darling do hereby evidence their intention to fully comply with all Village requirements, their willingness to discuss any matters of mutual interest that may arise, and their willingness to assist the Village to the fullest extent possible. The Village does hereby evidence its intent to always cooperate in the resolution of mutual problems and its willingness to facilitate the development of the Property, as contemplated by the provisions of this Agreement. Village further acknowledges that the Corporate Authorities have expressed an interest in possibly permitting the Developer to annex

contiguous property to the Village within five (5) years of the date hereof on the same terms applicable to the Corporate Woods under the terms of this Agreement. Village does hereby evidence its intent to enter into discussions with the Developer to this end.

7.9 Enforceability of the Agreement. This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties or by an appropriate action at law or in equity to secure the performance of the covenants herein described. If any provision of this Agreement is held invalid, such provisions shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the provisions contained herein. If for any reason the annexation of part or all of the Property is ruled invalid, this Agreement shall remain in effect and the Corporate Authorities agree that they shall as soon as possible, upon proper petition, annex the property in question to the Village upon the terms and conditions contained herein.

7.10 Term of Agreement. This Agreement will be binding on all parties for a term of twenty (20) years from the date of the execution of this Agreement by the Village. If for any reason the term of this Agreement shall be held invalid, the term shall be deemed to be the maximum term then permitted by law, but in no event greater than twenty (20) years. This Agreement may be assigned without Village approval and upon said Assignment and acceptance by an assignee, the assignor shall have no further obligations hereunder. The Assignor shall notify Village no less than sixty (60) days prior to such an assignment. If a portion

of the Property is sold, the seller shall be deemed to have assigned to the purchaser any and all rights and obligations it may have under this Agreement which affect the portion of the Property sold or conveyed and thereafter the seller shall have no further obligations under this Agreement as it relates to the portion of the Property conveyed.

7.11 Binding Effect of Agreement. This Agreement shall be binding upon the parties hereto, their respective successors and assigns.

7.12 Corporate Capacities. The parties acknowledge and agree that the individuals that are members of the group constituting the Corporate Authorities are entering into this Agreement in their official capacities as members of such group and shall have no personal liability in their individual capacities.

7.13 Notices. Any notice required pursuant to the provisions of this Agreement shall be in writing and be sent by certified mail return receipt requested to the following addresses until notice of change of address is given and shall be deemed received on the fifth business day following deposit in the U.S. Mail.

If to Developer: American National Bank and  
Trust Company of Chicago  
Trust No. 64661  
c/o Robert G. Lamphere  
Van Vlissingen & Company  
300 Knightsbridge Parkway  
Lincolnshire Corporate Center  
Lincolnshire, Illinois 60069

If to Purchaser: Van Vlissingen & Company  
300 Knightsbridge Parkway  
Lincolnshire Corporate Center  
Lincolnshire, Illinois 60069

American National Bank and  
Trust Company of Chicago  
Trust No. 66865  
c/o Robert G. Lamphere  
Van Vlissingen & Co.  
300 Knightsbridge Parkway  
Lincolnshire Corporate Center  
Lincolnshire, Illinois 60069

Copy of notices to  
Developer or Purchaser  
to:

Donald L. Asher, Esq.  
134 N. LaSalle Street  
Suite 1900  
Chicago, Illinois 60602

and

John H. Mays, Esquire  
Gould & Ratner  
222 N. LaSalle Street  
Eighth Floor  
Chicago, Illinois 60601

If to Citizen's Bank:

John E. Corbally, Trustee  
James M. Furman, Trustee  
Philip M. Grace, Trustee  
MacArthur Liquidating Trust  
140 S. Dearborn St.  
Suite 700  
Chicago, Illinois 60605

with copy to:

Lawrence G. Martin  
Vice President - Real Estate  
John D. and Catherine T.  
MacArthur Foundation  
140 S. Dearborn St.  
Suite 700  
Chicago, Illinois 60605

and to:

David S. Chernoff, Esq.  
John D. and Catherine T.  
MacArthur Foundation  
140 S. Dearborn St.  
Suite 700  
Chicago, Illinois 60605

If to Tischer:

Ruth M. Tischer  
23611 Highway 21  
Mundelein, Illinois 60060

with copy to: Robert Anderson  
7824 Carefree Circle  
Carefree, Arizona 85377

If to Darling: Lester A. Darling & Madelaine  
Darling  
24250 Highway 21  
Mundelein, Illinois 60060

Copy to: Paul E. Hamer  
1356 Shermer Road  
Northbrook, Illinois 60062

If to Hedberg: Dennis W. Hedberg  
2630 Riverside Drive  
Franklin Park, Illinois 60131

and

David L. Hedberg  
5953 N. Kenneth  
Chicago, Illinois 60646

Copy to: Robert Perry  
4201 W. Irving Park  
Chicago, Illinois 60641

If to First National: Russell V. Ray  
Mary Rose Ray  
516 Linden Lane  
Libertyville, Illinois 60048

and

Donald S. Flannery  
747 Thomas Court  
Libertyville, Illinois 60048

Copy to: Donald S. Flannery  
Overholser, Flannery, Hoover  
and Boyd  
200 North Milwaukee Ave.  
Libertyville, Illinois 60048

If to Aldrich: Arlie Aldrich and Lorraine  
Aldrich  
3125 Keystone Road  
Northbrook, Illinois 60062

Copy to: Michael J. Boyd  
Overholser, Flannery, Hoover  
and Boyd  
200 North Milwaukee Ave.  
Libertyville, Illinois 60048

If to Village: Village Clerk  
Village of Vernon Hills  
290 Evergreen Drive  
Vernon Hills, Illinois 60061

Copy to: Adeline J. Geo-Karis  
P. O. Box 33  
2613 Sheridan Road  
Zion, Illinois 60099

7.14 Default. In the event Developer or Darling default in their performance of their obligations set forth in this Agreement, then the Village, shall upon notice to the defaulting party, allow the defaulting party sixty (60) days to cure the default or provide evidence to the Village that such default will be cured in a timely manner if it cannot be cured during said period. A default by either party shall not be deemed a default by the other and any such default shall not limit the rights of the non-defaulting party hereunder or in any way hinder the development of the non-defaulting party's portion of the Property.

7.15 Exculpation of Owners. It is recognized that the Van Vlissingen and Company and the Owners (other than Darling) have entered into this Agreement solely as the purchaser and owners of record respectively of the Corporate Woods and for no other reason and that all obligations and commitments set forth herein are to be performed and provided for by the Developer or Darling and not by Van Vlissingen & Company or Owners (other than Darling). The Village waives and agrees that Van Vlissingen & Company and

the Owners other than Darling and their respective beneficiaries are released and exculpated from any personal liability or obligation to perform the commitments, obligations and agreements set forth herein and that the Village will look solely to the Developer or Darling (as the case may be) for performance of the obligations which relate to the Property. Notwithstanding the above, it is hereby understood and agreed that this Agreement is a covenant running with the land and is binding thereon (subject to the provisions of 7.16 below).

7.16 Disconnection Rights. Any other provision of this Agreement notwithstanding:

- A. In the event Developer does not obtain within twelve (12) months after the date of this Agreement:
- i. Lake County's approval of an application to the Illinois Environmental Protection Agency requesting permission to connect the sewer system serving the Corporate Woods to the Lake County sewage treatment system;
  - ii. Lake County's agreement to serve the Corporate Woods with water and the Illinois and U. S. Environmental Protection Agencies' approval thereof (if required); and
  - iii. the necessary government approvals to access Milwaukee Avenue and State Route 45 in accordance with the Plat of Subdivision and to make all road and utility improvements in and to such highways and right of ways as are required by this Agree-

ment or for the development of the Corporate Woods; or

- B. In the event Developer or Purchaser does not acquire within twelve (12) months after the date of this Agreement record title to Parcels A, B, D, E and F;

Developer or Purchaser may notify the Village within sixty (60) days after the expiration of the referenced twelve (12) month periods that the annexation of the Property to the Village is null and void and not binding on the Property or the Owners and that the Property is to be disconnected. In addition, Citizen's Bank shall have the right to serve the same notice upon the Village upon the same terms and within the same time limits as Developer and Purchaser, if Parcel A is not conveyed to Developer or Purchaser on or before March 10, 1987. Upon receipt of such notice, this Agreement and all ordinances including those adopting the Plat of Subdivision adopted with respect to the annexation shall be null and void (except for this sentence which shall remain effective), and the Village shall immediately adopt such ordinances and execute such documents, including plats of vacation and releases, as may be reasonably required to confirm the disconnection of the Property from the Village and the termination of the effect of this Agreement.

7.17 Conflicts with Village Ordinances. If in interpreting this Agreement or considering matters affecting the Property, a

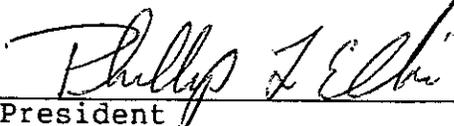
conflict arises or exists between Village ordinances and this Agreement, this Agreement shall control to the extent permitted by law.

7.18 Trustee's Exculpation. Anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings and agreements herein made on the part of any Trustee hereunder, while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee, are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings and agreements by said Trustee or for any other purpose or intention other than the limited purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee, not in its own right, but solely in the exercise of the power conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against any such Trustee on account of this instrument or on the account of any representation, covenant, undertaking or agreement of said Trustee in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the Corporate Authorities, the Developer,

the Purchaser and the Owners have caused this instrument to be executed by their respective proper officials duly authorized to execute the same on the day and the year first above written.

VILLAGE OF VERNON HILLS

  
\_\_\_\_\_  
President

ATTEST:

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

DEVELOPER:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but solely as Trustee under Trust Agreement 64661

By: [Signature]  
Its Trust VP

ATTEST:

[Signature]  
Its Secy

PURCHASER:

VAN VLISSINGEN AND COMPANY

By: Charles R. Tompkins  
Its EXECUTIVE VICE PRESIDENT

ATTEST:

[Signature]  
Its Secretary

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but solely as Trustee under Trust Agreement 66865

By: [Signature]  
Its Trust VP

ATTEST:

[Signature]  
Its Secy

OWNERS:

"CITIZEN'S BANK"

CITIZEN'S BANK AND TRUST  
COMPANY, not individually  
but solely as Trustee aforesaid

By: Merton E. Savory  
Its Vice President & Trust Officer

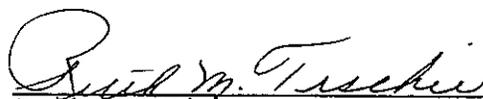
ATTEST:

Calvin Malone  
Its ASSISTANT SECRETARY

RIDER ATTACHED TO AND MADE A PART OF DOCUMENT  
DATED 7/14/86 UNDER TRUST NO. 952

This instrument is executed by CITIZENS BANK & TRUST COMPANY, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by CITIZENS BANK & TRUST COMPANY are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against CITIZENS BANK & TRUST COMPANY by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

"TISCHER":



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Ruth M. Tischer, not  
individually but solely, as  
Trustee aforesaid

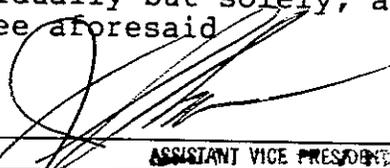
"DARLING"

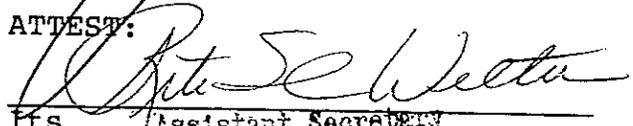
*Madelaine Darling*  
Madelaine Darling

*Lester A. Darling*  
Lester A. Darling

"HEDBERG"

LaSALLE NATIONAL BANK, not  
individually but solely, as  
Trustee aforesaid

By   
Its ASSISTANT VICE PRESIDENT

ATTEST:  
  
Its Assistant Secretary

"ALDRICH"

Archie Aldrich

Archie Aldrich

Lorraine Aldrich

Lorraine Aldrich

"FIRST NATIONAL"

THE FIRST NATIONAL BANK OF LAKE  
FOREST, not individually but  
solely, as Trustee aforesaid

By: Ronald B. Curt  
Its Ass't. VICE PRESIDENT

ATTEST:

[Signature]  
Its TRUST OFFICER

EXHIBIT A

THAT PART OF SECTIONS 9, 10, 15 AND 16 ALL IN TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 9; THENCE SOUTH 89 DEGREES 59 MINUTES 06 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 2162.48 FEET TO THE WEST LINE OF ROBERT BARTLETT'S WOODBINE ESTATES, BEING A SUBDIVISION IN PARTS OF SECTIONS 9 AND 10, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 21, 1947 AS DOCUMENT 624162; THENCE SOUTH 0 DEGREES 10 MINUTES 41 SECONDS WEST, ALONG THE WEST LINE OF SAID WOODBINE ESTATES SUBDIVISION, A DISTANCE OF 408.99 FEET, TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 84 DEGREES 23 MINUTES 29 SECONDS EAST, ALONG THE SOUTH LINE OF SAID WOODBINE ESTATES SUBDIVISION, A DISTANCE OF 2255.78 FEET TO THE SOUTHWEST CORNER OF LOT 33 IN SAID WOODBINE ESTATES SUBDIVISION; THENCE NORTH 6 DEGREES 42 MINUTES 42 SECONDS EAST, ALONG THE WEST LINE OF LOT 33 IN SAID WOODBINE ESTATES SUBDIVISION, A DISTANCE OF 348.65 FEET TO THE NORTHWEST CORNER OF LOT 33 IN SAID WOODBINE ESTATES SUBDIVISION; THENCE SOUTHEASTERLY ALONG THE NORTH LINE OF LOT 33 ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1364.71 FEET, AN ARC DISTANCE OF 129.83 FEET, TO THE NORTHEAST CORNER OF LOT 33 IN SAID WOODBINE ESTATES SUBDIVISION; THENCE EASTERLY, ALONG THE NORTHERLY LINE OF LOT 61, IN SAID WOODBINE ESTATES SUBDIVISION, ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 481.95 FEET, AN ARC DISTANCE OF 348.59 FEET TO THE NORTHEAST CORNER OF LOT 61 IN SAID WOODBINE ESTATES SUBDIVISION; THENCE NORTH 69 DEGREES 32 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE EASTERLY LINE OF LOT 61 IN SAID WOODBINE ESTATES SUBDIVISION, SAID EASTERLY LINE ALSO BEING THE WESTERLY RIGHTS OF WAY LINE OF MILWAUKEE AVENUE (U. S. ROUTE 21), A DISTANCE OF 100.00 FEET TO THE EASTERLY RIGHTS OF WAY LINE OF SAID MILWAUKEE AVENUE (U. S. ROUTE 21); THENCE SOUTH 20 DEGREES 28 MINUTES 00 SECONDS EAST, ALONG THE EASTERLY RIGHTS OF WAY LINE OF SAID MILWAUKEE AVENUE (U. S. ROUTE 21), A DISTANCE OF 962.45 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID EASTERLY RIGHTS OF WAY LINE, ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3324.20 FEET, AN ARC DISTANCE OF 315.81 FEET, TO AN INTERSECTION WITH THE EASTERLY EXTENSION OF A LINE THAT IS 847.73 FEET SOUTHERLY OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID WOODBINE ESTATES SUBDIVISION (AS MEASURED ALONG THE CENTERLINE OF MILWAUKEE AVENUE (U. S. ROUTE 21)); THENCE NORTH 86 DEGREES 54 MINUTES 25 SECONDS WEST, A DISTANCE OF 937.36 FEET; THENCE SOUTH 0 DEGREES 35 MINUTES 17 SECONDS WEST, A DISTANCE OF 256.88 FEET, TO AN INTERSECTION WITH A LINE THAT IS 979.02 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10 (AS MEASURED AT RIGHT ANGLES TO SAID SOUTH LINE THEREOF); THENCE SOUTH 88 DEGREES 52 MINUTES 43 SECONDS EAST,

EXHIBIT A continued

PARALLEL TO AND 979.02 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 991.42 FEET TO THE EASTERLY RIGHTS OF WAY LINE OF MILWAUKEE AVENUE (U. S. ROUTE 21); THENCE SOUTH 11 DEGREES 52 MINUTES 52 SECONDS EAST, ALONG THE EASTERLY RIGHTS OF WAY LINE OF MILWAUKEE AVENUE (U. S. ROUTE 21), A DISTANCE OF 1176.67 FEET, TO AN INTERSECTION WITH THE EASTERLY EXTENSION OF A LINE THAT IS 171.89 FEET SOUTHERLY OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15 (AS MEASURED ALONG THE CENTERLINE OF MILWAUKEE AVENUE (U. S. ROUTE 21) THEREOF); THENCE NORTH 88 DEGREES 52 MINUTES 43 SECONDS WEST, PARALLEL TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 735.09 FEET; THENCE SOUTH 11 DEGREES 52 MINUTES 52 SECONDS EAST, PARALLEL TO THE CENTERLINE OF MILWAUKEE AVENUE (U. S. ROUTE 21), A DISTANCE OF 728.94 FEET, TO A POINT ON A LINE WHICH IS PARALLEL TO AND 877.80 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE NORTH 88 DEGREES 52 MINUTES 43 SECONDS WEST, PARALLEL TO AND 877.80 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 519.81 FEET; THENCE SOUTH 0 DEGREES 13 MINUTES 59 SECONDS WEST, ALONG AN EASTERLY PROPERTY LINE AS CURRENTLY MONUMENTED AND OCCUPIED, A DISTANCE OF 1285.96 FEET, TO A POINT THAT IS 493.31 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE NORTH 89 DEGREES 46 MINUTES 01 SECONDS WEST, A DISTANCE OF 112.08 FEET; THENCE SOUTH 31 DEGREES 56 MINUTES 03 SECONDS WEST, A DISTANCE OF 473.45 FEET, TO THE SOUTHERLY RIGHTS OF WAY LINE OF STATE ROUTE 45; THENCE NORTH 58 DEGREES 03 MINUTES 57 SECONDS WEST, ALONG THE SOUTHERLY RIGHTS OF WAY LINE OF STATE ROUTE 45, A DISTANCE OF 1709.76 FEET, TO AN INTERSECTION OF A LINE THAT IS 187.50 FEET SOUTHEASTERLY OF THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15 (AS MEASURED ALONG THE CENTERLINE OF STATE ROUTE 45); THENCE NORTH 0 DEGREES 00 MINUTES 15 SECONDS WEST, PARALLEL TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 278.14 FEET; THENCE NORTH 58 DEGREES 03 MINUTES 57 SECONDS WEST, PARALLEL TO THE CENTERLINE OF STATE ROUTE 45, A DISTANCE OF 187.50 FEET, TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE NORTH 0 DEGREES 00 MINUTES 15 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 1322.13 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 0 DEGREES 10 MINUTES 41 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 330.34 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 26 SECONDS WEST, PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 660.00 FEET; THENCE NORTH 0 DEGREES 10 MINUTES 41 SECONDS EAST, PARALLEL TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 36.81 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 26 SECONDS WEST, PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 376.88 FEET; THENCE SOUTH 0 DEGREES 10 MINUTES 41 SECONDS WEST, PARALLEL TO THE EAST LINE OF THE SOUTHEAST QUARTER

EXHIBIT A continued

OF SAID SECTION 9, A DISTANCE OF 367.15 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE SOUTH 89 DEGREES 41 MINUTES 26 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 373.01 FEET, TO THE NORTHEAST CORNER OF LOT 2 IN THE SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS; THENCE SOUTH 0 DEGREES 00 MINUTES 37 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 661.02 FEET, TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 89 DEGREES 49 MINUTES 37 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 631.03 FEET, TO A POINT WHICH IS 33.00 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 0 DEGREES 01 MINUTES 29 SECONDS WEST, PARALLEL TO AND 33.00 FEET EAST OF THE WEST LINE OF LOT 13 IN SAID SCHOOL TRUSTEE'S SUBDIVISION, A DISTANCE OF 43.24 FEET, TO THE NORTHERLY RIGHTS OF WAY LINE OF STATE ROUTE 45; THENCE SOUTH 31 DEGREES 56 MINUTES 03 SECONDS WEST, PERPENDICULAR TO THE NORTHERLY RIGHTS OF WAY LINE OF STATE ROUTE 45, A DISTANCE OF 80.00 FEET, TO THE SOUTHERLY RIGHTS OF WAY LINE OF SAID STATE ROUTE 45; THENCE NORTH 58 DEGREES 03 MINUTES 57 SECONDS WEST, ALONG THE SOUTHERLY RIGHTS OF WAY LINE OF SAID STATE ROUTE 45, A DISTANCE OF 38.88 FEET; THENCE NORTH 31 DEGREES 56 MINUTES 03 SECONDS EAST, PERPENDICULAR TO THE SOUTHERLY RIGHTS OF WAY LINE OF SAID STATE ROUTE 45, A DISTANCE OF 80.00 FEET, TO THE INTERSECTION OF SAID NORTHERLY RIGHTS OF WAY LINE OF STATE ROUTE 45 AND THE WEST LINE OF LOT 13 IN SAID SCHOOL TRUSTEE'S SUBDIVISION (SAID WEST LINE ALSO BEING THE EAST LINE OF LOT 12 IN SAID SCHOOL TRUSTEE'S SUBDIVISION); THENCE NORTH 0 DEGREES 01 MINUTES 29 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 12, A DISTANCE OF 22.78 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 89 DEGREES 49 MINUTES 37 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 12, A DISTANCE OF 36.74 FEET, TO AN INTERSECTION WITH THE NORTHERLY RIGHTS OF WAY LINE OF STATE ROUTE 45; THENCE SOUTH 31 DEGREES 56 MINUTES 03 SECONDS WEST, PERPENDICULAR TO SAID NORTHERLY RIGHTS OF WAY LINE, A DISTANCE OF 80.00 FEET, TO THE SOUTHERLY RIGHTS OF WAY LINE OF STATE ROUTE 45; THENCE NORTH 58 DEGREES 03 MINUTES 57 SECONDS WEST, ALONG SAID SOUTHERLY RIGHTS OF WAY LINE, A DISTANCE OF 1491.32 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE EAST 1 ROD (16.50 FEET) OF THE SOUTHWEST QUARTER OF SAID SECTION 9, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE NORTH 0 DEGREES 07 MINUTES 55 SECONDS EAST, ALONG THE WEST LINE OF THE EAST 1 ROD (16.50 FEET), A DISTANCE OF 1581.45 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 06 SECONDS EAST, A DISTANCE OF 16.50 FEET, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 0 DEGREES 07 MINUTES 55 SECONDS EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 1000.28 FEET, TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS EXCLUDING THEREFROM THOSE PORTIONS OF THE AFORE DESCRIBED PROPERTY LYING WITHIN THE RIGHTS OF WAY OF STATE ROUTE 45 AND U.S. ROUTE 21 (MILWAUKEE AVENUE).

EXHIBIT B

PARCEL A

THAT PART OF SECTIONS 9, 10 AND 16 ALL IN TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SECTION 9 AFORESAID; THENCE NORTH 88 DEGREES 25 MINUTES 49 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTH EAST QUARTER OF AFORESAID SECTION 9, 2163.88 FEET TO THE WEST LINE OF ROBERT BARTLETT'S WOODBINE ESTATES AS RECORDED AUGUST 21, 1947; THENCE SOUTH 01 DEGREES 23 MINUTES 38 SECONDS EAST, ALONG THE WEST LINE OF WOODBINE ESTATES, 417.53 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 86 DEGREES 05 MINUTES 48 SECONDS EAST, ALONG THE SOUTH LINE OF WOODBINE ESTATES 498.98 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER AFORESAID; THENCE CONTINUING SOUTH 86 DEGREES 05 MINUTES 48 SECONDS EAST, ALONG THE SOUTH LINE OF WOODBINE ESTATES, 2455.65 FEET TO THE CENTERLINE OF STATE ROUTE 21 (MILWAUKEE AVENUE); THENCE SOUTH 22 DEGREES 03 MINUTES 32 SECONDS EAST, ALONG THE CENTERLINE OF STATE ROUTE 21, 563.71 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 56 SECONDS WEST, 1622.59 FEET; THENCE SOUTH 02 DEGREES 56 MINUTES 40 SECONDS EAST, 172.26 FEET; THENCE SOUTH 88 DEGREES 06 MINUTES 09 SECONDS WEST, 1028.28 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 10 AFORESAID; THENCE SOUTH 88 DEGREES 44 MINUTES 32 SECONDS WEST, 232.98 FEET; THENCE SOUTH 01 DEGREES 23 MINUTES 38 SECONDS EAST, PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 9 AFORESAID, 999.24 FEET; THENCE SOUTH 88 DEGREES 44 MINUTES 32 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, 433.62 FEET; THENCE NORTH 01 DEGREES 23 MINUTES 38 SECONDS WEST, PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 9, 39.60 FEET; THENCE SOUTH 88 DEGREES 44 MINUTES 32 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 9, 363.00 FEET; THENCE SOUTH 01 DEGREES 23 MINUTES 38 SECONDS EAST, PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 9, 370.71 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 9; THENCE NORTH 88 DEGREES 44 MINUTES 32 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 9, 365.43 FEET TO THE NORTHEAST CORNER OF LOT 2 IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16 AFORESAID; THENCE SOUTH 01 DEGREES 32 MINUTES 35 SECONDS EAST ALONG THE EAST LINE OF LOT 2 AFORESAID, 661.28 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 88 DEGREES 36 MINUTES 53 SECONDS WEST, ALONG THE SOUTH LINE OF LOT 2 AFORESAID, 631.14 FEET TO A POINT WHICH IS 33.0 FEET EASTERLY OF THE SOUTHWEST CORNER OF LOT 2 AFORESAID; THENCE SOUTH 01 DEGREES 32 MINUTES 40 SECONDS EAST, PARALLEL WITH THE EAST LINE OF LOT 12 IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, 41.19 FEET TO A POINT ON THE NORTH LINE OF STATE AID ROUTE 22 (U.S. ROUTE 45) AS

EXHIBIT B continued

PARCEL A

RECORDED JANUARY 27, 1932 AS DOCUMENT NUMBER 377715; THENCE NORTH 59 DEGREES 35 MINUTES 39 SECONDS WEST, ALONG THE NORTH LINE OF STATE AID ROUTE 22 AFORESAID, 38.89 FEET TO THE EAST LINE OF LOT 12 AFORESAID; THENCE NORTH 01 DEGREES 32 MINUTES 40 SECONDS WEST, ALONG THE EAST LINE OF LOT 12 AFORESAID, 20.71 FEET TO THE SOUTHEAST CORNER OF LOT 3 IN SCHOOL TRUSTEES SUBDIVISION AFORESAID; THENCE SOUTH 88 DEGREES 36 MINUTES 53 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 3, 33.35 FEET TO THE NORTH LINE OF STATE AID ROUTE 22 AFORESAID; THENCE NORTH 59 DEGREES 35 MINUTES 39 SECONDS WEST, ALONG THE NORTH LINE OF STATE AID ROUTE 22, 1525.99 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 9 AFORESAID; THENCE CONTINUING NORTH 59 DEGREES 35 MINUTES 39 SECONDS WEST ON THE NORTH LINE OF STATE AID ROUTE 22, 19.43 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE EAST ONE ROD OF THE SOUTHWEST QUARTER OF SECTION 9 AFORESAID; THENCE NORTH 01 DEGREES 28 MINUTES 56 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER ON THE WEST LINE OF THE EAST ONE ROD OF THE SOUTHWEST QUARTER, 1485.69 FEET; THENCE NORTH 88 DEGREES 25 MINUTES 49 SECONDS EAST, 16.50 FEET (ONE ROD) TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 01 DEGREES 28 MINUTES 56 SECONDS WEST ON THE WEST LINE OF SAID SOUTHEAST QUARTER, 1000.28 FEET TO THE CENTER OF SAID SECTION 9, THE PLACE OF BEGINNING CONTAINING 199.57 ACRES BE THE SAME MORE OR LESS IN LAKE COUNTY, ILLINOIS.

EXHIBIT B continued

PARCEL B

THAT PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 88 DEGREES 52 MINUTES 43 SECONDS EAST, ALONG THE NORTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 1340.66 FEET (20 CHAINS RECORD) TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID QUARTER SECTION; THENCE SOUTH 00 DEGREES 23 MINUTES 44 SECONDS WEST, ALONG THE EAST LINE OF THE WEST HALF OF SAID QUARTER SECTION, A DISTANCE OF 877.80 FEET (13.05 CHAINS AND 13.30 CHAINS RECORDS); THENCE SOUTH 88 DEGREES 52 MINUTES 43 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 643.93 FEET TO THE EAST PROPERTY LINE AS CURRENTLY MONUMENTED AND OCCUPIED; THENCE SOUTH 0 DEGREES 13 MINUTES 59 SECONDS WEST, ALONG SAID MONUMENTED AND OCCUPIED LINE, A DISTANCE OF 1285.96 FEET TO A POINT 493.31 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER SECTION; THENCE NORTH 89 DEGREES 46 MINUTES 01 SECONDS WEST, A DISTANCE OF 112.08 FEET; THENCE SOUTH 31 DEGREES 56 MINUTES 03 SECONDS WEST, A DISTANCE OF 433.45 FEET TO THE CENTERLINE OF U.S. ROUTE 45; THENCE NORTH 58 DEGREES 03 MINUTES 57 SECONDS WEST, ALONG SAID CENTERLINE OF U.S. ROUTE 45, A DISTANCE OF 1922.40 FEET, TO THE WEST LINE OF SAID QUARTER SECTION; THENCE NORTH 00 DEGREES 00 MINUTES 15 SECONDS WEST, ALONG THE WEST LINE OF SAID QUARTER SECTION, A DISTANCE OF 1553.13 FEET (1552.10 FEET RECORD) TO THE PLACE OF BEGINNING,

EXCEPT THEREFROM THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID QUARTER SECTION AND THE THE CENTERLINE OF U.S. ROUTE 45; THENCE NORTH 00 DEGREES 00 MINUTES 15 SECONDS WEST, ALONG THE WEST LINE OF SAID QUARTER SECTION, A DISTANCE OF 231.00 FEET (NORTH, 14 RODS RECORD); THENCE SOUTH 58 DEGREES 03 MINUTES 57 SECONDS EAST, A DISTANCE OF 187.50 FEET (EAST, 11 RODS 6 FEET RECORD); THENCE SOUTH 00 DEGREES 00 MINUTES 15 SECONDS EAST, A DISTANCE OF 231.00 FEET (SOUTH, 14 RODS RECORD) TO THE CENTERLINE OF U.S. ROUTE 45; THENCE NORTH 58 DEGREES 03 MINUTES 57 SECONDS WEST, ALONG THE CENTERLINE OF U.S. ROUTE 45, A DISTANCE OF 187.50 FEET (WEST, 11 RODS 6 FEET RECORD) TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS.

EXHIBIT B continued

PARCEL C

- PARCEL 1: Commencing on the West line of Section 10, 6.70 chains North of the South West corner of said Section 10; thence East along the North line of land conveyed by Theron Parsons to Amenzo Loomis, 15.43 chains to the South West corner of lands conveyed by Levi Walker to Matthew Hoffman, thence North along said Hoffman's West line 13.79 chains; to a point 1.40 chains North of the North West corner of said Hoffman's Lot; thence West 15.58 chains to the Section line, thence South along the Section line, 13.44 chains to the place of beginning.
- PARCEL 2: Commencing at the North West corner of the aforesaid Hoffman Farm, which point is 19.09 chains North of the South line of said Section 10 and 15.58 chains East of the West line of said Section and running thence South  $86\frac{1}{2}$  degrees East along the North line of said Hoffman Farm, 25.70 chains to the center line of the Chicago & Milwaukee Road; thence North  $17\frac{1}{2}$  degrees West along the center line of said Road, 4.26 chains; thence North  $86\frac{1}{2}$  degrees West 24.42 chains; thence South 4.01 chains to the place of beginning.
- PARCEL 3: The South 6.70 chains of the West half of the South West quarter of said Section 10,
- PARCEL 4: Commencing at the South West corner of the farm formerly owned by Matthew Hoffman and at a point 6.70 chains North of the South line of said Section 10, and 15.43 chains East of the West line of said Section and running thence East parallel with the South line of said Section, 12.35 chains; thence North parallel with the West line of said Hoffman Farm, 11.91 chains to the North line of said Hoffman Farm, thence North  $86$  degrees and  $39\frac{1}{2}$  minutes West along the North line of said Hoffman Farm, 12.36 chains to the North West corner of said farm, thence South along the West line of said farm, 12.39 chains to the place of beginning.
- PARCEL 5: Commencing on the East line of Section 9, 5 chains North of the Southeast corner of said Section; thence West 3.53 chains; thence North 15.14 chains; thence East 3.53 chains to the Section line; thence South on said Section line 15.14 chains to the place of beginning.

EXHIBIT B continued

PARCEL D

THAT PART OF THE SOUTH HALF OF SECTION 10, TOWNSHIP 43 NORTH,  
RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS  
FOLLOWS:  
BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF MILWAUKEE  
AVENUE ON A LINE PARALLEL TO AND 979.02 FEET NORTH OF THE SOUTH  
LINE OF SAID SECTION 10; THENCE SOUTHEASTERLY ALONG SAID  
CENTERLINE 551.24 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE  
OF SAID SECTION 10, 1059.07 FEET; THENCE NORTH ALONG A LINE 90  
DEGREES 32 MINUTES 00 SECONDS MEASURED FROM EAST TO NORTH FROM  
THE LAST DESCRIBED LINE 536.82 FEET; THENCE EAST PARALLEL WITH  
SAID SOUTH LINE 936.55 FEET TO THE POINT OF BEGINNING, IN LAKE  
COUNTY, ILLINOIS.

EXHIBIT B continued

PARCEL E

LOTS 33, 61 AND 62 IN ROBERT BARTLETT'S WOODBINE ESTATES, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 9 AND PART OF THE WEST HALF OF SECTION 10, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 21, 1947, AS DOCUMENT NUMBER 624162 IN BOOK 29 OF PLATS, PAGE 88, IN LAKE COUNTY, ILLINOIS.

EXHIBIT B continued

PARCEL F

THAT PART OF THE SOUTH HALF OF SECTION 10 AND THE NORTH HALF OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 10, WHICH IS 6.7 CHAINS NORTH OF THE SOUTH LINE OF SAID SECTION 10; THENCE SOUTH PARALLEL TO THE WEST LINE OF SECTIONS 10 AND 15, TOWNSHIP AND RANGE AFORESAID, 20 CHAINS; THENCE EAST PARALLEL TO THE NORTH LINE OF SECTION 15 TO THE CENTER LINE OF STATE ROUTE NO. 21 (MILWAUKEE AVENUE); THENCE NORTHERLY ALONG SAID CENTER LINE OF STATE ROUTE NO. 21 TO A POINT DIRECTLY EAST OF THE PLACE OF BEGINNING; THENCE WEST PARALLEL TO THE SAID NORTH LINE OF SECTION 15 TO THE PLACE OF BEGINNING,

EXCEPT THAT PART OF THE NORTH HALF OF SAID SECTION 15 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE CENTER LINE OF MILWAUKEE AVENUE, 205.77 FEET SOUTHERLY (AS MEASURED ON THE CENTER LINE THEREOF) OF A POINT ON THE NORTH LINE OF SAID SECTION 15; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SECTION 15, 683.76 FEET; THENCE SOUTHERLY PARALLEL WITH THE CENTER LINE OF MILWAUKEE AVENUE, 695.40 FEET TO A LINE, SAID LINE BEING PARALLEL TO AND 877.80 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 15; THENCE EAST ALONG SAID PARALLEL LINE TO THE CENTER OF MILWAUKEE AVENUE, THENCE NORTHERLY ALONG THE CENTER LINE OF MILWAUKEE AVENUE TO THE PLACE OF BEGINNING,

AND EXCEPT THAT PART OF THE NORTH HALF OF SAID SECTION 15 DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE CENTERLINE OF MILWAUKEE AVENUE 205.77 FEET SOUTHERLY (AS MEASURED ALONG SAID CENTERLINE) OF THE NORTH LINE OF AFORESAID SECTION 15; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 683.76 FEET; THENCE NORTHERLY PARALLEL WITH THE CENTERLINE OF SAID MILWAUKEE AVENUE, A DISTANCE OF 33.88 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 683.76 FEET TO THE CENTERLINE OF SAID MILWAUKEE AVENUE; THENCE SOUTHERLY ALONG SAID CENTERLINE, A DISTANCE OF 33.88 FEET TO THE POINT OF BEGINNING. ALL IN LAKE COUNTY, ILLINOIS.

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS  
FOR THE CORPORATE WOODS, VERNON HILLS, ILLINOIS

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS (hereinafter "Amendment"), made this 14<sup>th</sup> day of June, 1988, by the American National Bank and Trust Company of Chicago, Illinois, not personally but as Trustee under Trust Agreement No. 64661 dated June 17, 1985 and the American National Bank and Trust Company of Chicago, Illinois, not personally but as Trustee under Trust Agreement No. 66865 dated March 10, 1986 (hereinafter collectively referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, the Declarant has recorded a certain Declaration of Protective Covenants for The Corporate Woods, Vernon Hills, Illinois (hereinafter "Declaration") against certain property (hereinafter "Property") located in the Village of Vernon Hills, County of Lake, State of Illinois, which Property is legally described in Exhibit "A" attached hereto, which legal description has been amended as set forth in Exhibit "B" attached hereto; and

WHEREAS, the Declaration provides for certain covenants, conditions and restrictions upon the Property, which Declaration was dated July 31, 1986 and recorded August 5, 1986, as Document No. 2468421 in the Lake County Recorder's Office; and

WHEREAS, the Declarant desires to amend the Declaration in order to clarify and define certain terms contained therein; and

WHEREAS, Section XIII.F. of the Declaration provides that the Declaration may be amended at any time, upon written approval of the Village of Vernon Hills and upon approval of Declarant and the owners of seventy-five percent (75%) of the Property; and

WHEREAS, the Declarant currently holds title to more than seventy-five percent (75%) of the Property.

NOW, THEREFORE, the Declarant does hereby amend the Declaration as follows:

1. Any reference throughout the Declaration to "Private Water Detention Easement" is hereby stricken and replaced with "Detention Easement".

2. Section II.C. of the Declaration is hereby amended and restated as follows:

Prepared by and after  
recording return to:  
Deborah T. Haddad  
Gould & Ratner  
222 North LaSalle  
8th Floor  
Chicago, Illinois 60601  
(312) 236-3003

C. "Common Area" - those areas designated "Common Area" or "Detention Easement" on the Plat of Subdivision of the Corporate Woods, recorded in the Office of the Recorder of Deeds of Lake County on August 5, 1986 as Document No. 2468419 (the "Plat of Subdivision"), as amended from time to time, any area designated "Common Area" or "Detention Easement" in an easement grant recorded in the Office of the Recorder of Deeds of Lake County, any facilities appurtenant thereto, berms, entryway signs or monuments and landscaping located in the right-of-ways adjacent to or on the Property, any reservoir or pumping station located on the Property and serving the Property (unless conveyed to the County of Lake or to the Village) and any other areas, improvements or facilities within the Property intended for the common use or benefit of the Owners, which are so designated in this Declaration or by Declarant in a duly recorded instrument. Notwithstanding the foregoing, any Detention Easement or Common Area released, abrogated or vacated with the consent of the Declarant and the Corporate authorities shall no longer be a Detention Easement or a Common Area under the terms of the Declaration.

3. Section II.G. of the Declaration is hereby amended and restated as follows:

G. "Storm Water Facilities" - the storm water system serving the Property, in whole or in part, including areas designated "Detention Easement" on the Plat of Subdivision as amended from time to time or any area designated "Detention Easement" in an easement grant recorded in the Office of the Recorder of Deeds of Lake County, conduits, inlet and outlet storm sewers and structures, wells (including electrical service and discharge pipes) designed to replenish retention ponds, catch basins, inlets, inlet leads, catch basin leads, detention basins, retention ponds, the immediate adjacent table land to such basins and ponds, and irrigation systems serving Common Areas. There shall be excluded from Storm Water Facilities, storm water collecting facilities dedicated to and accepted by or owned by governmental bodies or which governmental bodies have agreed to maintain and the storm water collecting sewers and facilities within a Building Site, the principal purpose of which is to serve such Building Site. Notwithstanding the foregoing, any Detention Easement released, abrogated or vacated with the consent of the Declarant and the Corporate authorities shall no longer be designated a Detention Easement or part of the Storm Water Facilities under the terms of the Declaration.

4. Section IV.M.1. of the Declaration is hereby amended and restated as follows:

1. Easements. Easements for the retention and/or detention of water for the benefit of the Corporate Woods and the individual Building Sites are hereby declared upon those portions of the Property which are designated herein for such purpose or on the Plat of Subdivision, as amended from time to time as "Detention Easement" or any area designated "Detention Easement" in an easement grant recorded in the Office of the Recorder of Deeds of Lake County. Notwithstanding the foregoing, any Detention Easement released, abrogated or vacated with the consent of the Declarant and the Corporate authorities shall no longer be designated a Detention Easement under the terms of the Declaration. It is understood that any such retention and/or detention area may in the future, be reshaped, altered or relocated to meet governmental standards or engineering requirements, but no such reshaping, alteration, or relocation shall be made without the prior written approval of the Corporate authorities.

5. Section IV.M.2. of the Declaration is hereby amended and restated as follows:

2. Maintenance. It is recognized and understood that the Storm Water Facilities serve both important functional and aesthetic purposes and that their repair and maintenance is of vital concern to all parties having an interest in the Corporate Woods. In order to ensure that these areas are in full and good working order, are sightly and well kept, and comply with applicable governmental regulations, they are to be considered Common Areas and the responsibility for their maintenance and repair, including the cost thereof, shall be that of the Association. The Storm Water Facilities on any Building Site shall include any area designated "Detention Easement" on the Plat of Subdivision as amended from time to time or any area designated "Detention Easement" in an easement grant recorded in the Office of the Recorder of Deeds, Lake County and twenty feet (20') around the outside of each Detention Easement. Notwithstanding the foregoing, any Detention Easement released, abrogated or vacated with the consent of the Declarant and the Corporate authorities shall no longer be designated a Detention Easement or part of the Storm Water Facilities under the terms of the Declaration. Where necessary or advisable, said 20-foot delineation may be adjusted in order to accommodate specific topographical conditions and/or the location of Improvements and, where feasible and practical, a physical demarcation should be utilized in order to facilitate recognition of the respective maintenance areas. Adjustment of the 20 foot delineation shall be deemed effective upon written approval by Declarant of the

construction plans, drawings and specifications showing the location of the Improvements in accordance with Section V of the Declaration. Notwithstanding anything herein to the contrary: (i) individual Owners shall be responsible for the maintenance, including the cost thereof, of plantings located adjacent to any pond on the Owner's Building Site; and (ii) all areas designated "Drainage Easements" on the Corporate Woods Plat of Subdivision and located on a Building Site shall be maintained by the Owner thereof (said maintenance shall include, but not be limited to, keeping said Drainage Easements clear of debris and other accumulations, insuring that the flow of storm water is not blocked or hindered, and maintaining the Drainage Easement in accordance with the landscape plan for the Building Site).

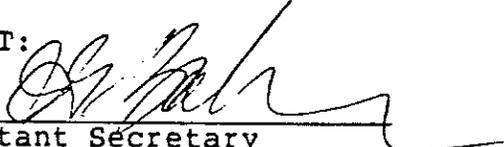
6. Except for the provisions of this Amendment, all of the terms, conditions, covenants and restrictions of the Declaration shall remain in full force and effect and are not otherwise deleted, amended, revised or changed.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to Declaration of Protective Covenants to be executed on the day and year first above written.

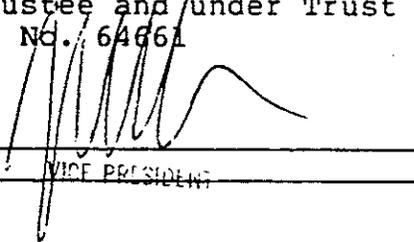
DECLARANT:

AMERICAN NATIONAL BANK AND TRUST COMPANY, not personally, but as Trustee and under Trust Agreement No. 64661

ATTEST:

  
Assistant Secretary

By:

  
Its: VICE PRESIDENT

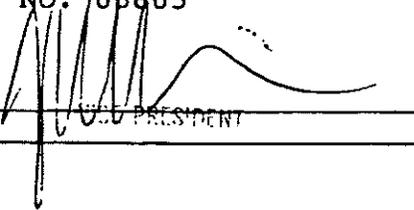
DECLARANT:

AMERICAN NATIONAL BANK AND TRUST COMPANY, not personally, but as Trustee under Trust Agreement No. 65865

ATTEST:

  
Assistant Secretary

By:

  
Its: VICE PRESIDENT

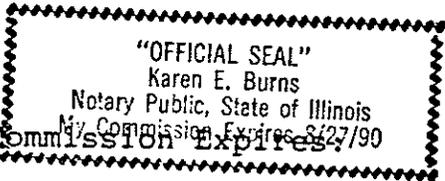
This instrument is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO are undertaken by it and by its Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO by reason of any of the covenants, stipulations, representations or warranties contained in this instrument.

STATE OF ILLINOIS) ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that J. MICHAEL WHELAN, a Vice-President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and SUZANNE G. BAKER, an Assistant Secretary of said bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said bank, as Trustee, for the uses and purposes therein set forth; and that said Assistant Secretary did also then and there acknowledge that he/she, as custodian of the corporate seal of said bank, did affix the said corporate seal of said bank to said instrument as his/her free and voluntary act, and as the free and voluntary act of said bank, as Trustee, for the uses and purposes therein set forth.

JUN 07 1988

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 1988.



*Karen E. Burns*  
Notary Public

My Commission Expires \_\_\_\_\_





EXHIBIT "A"

Lots 1 through 296, both inclusive, in the Corporate Woods Subdivision, being a subdivision of portions of Sections 9, 10, 15 and 16 all in Township 43 North, Range 11, East of the Third Principal Meridian according to the Plat thereof recorded August 5, 1986 as Document 2468419, and rerecorded October 22, 1986 as Document 2496355 and corrected by instruments recorded April 29, 1987 as Document 2561505 and July 1, 1987 as Document 2585702 in Lake County, Illinois.

EXHIBIT "B"

Lots 1-16, 26-145, 148-253, 273-296 in the Corporate Woods, being a subdivision of portions of Sections 9, 10, 15, 16 all in Township 43 North, Range 11, East of the Third Principal Meridian according to the plat thereof recorded August 5, 1986 as Document 2468419, and rerecorded October 22, 1986 as Document 2496355, and corrected by instruments recorded April 29, 1987 as Document 2561505 and July 1, 1987 as Document 2585702, in Lake County, Illinois.

Lots 1 through 10 in the Corporate Woods 1st Resubdivision, being a resubdivision of Lots 254 through 272 (inclusive) in the Corporate Woods, being a subdivision of portions of Sections 9, 10, 15, 16 all in Township 43 North, Range 11, East of the Third Principal Meridian according to the plat thereof recorded August 5, 1986 as Document 2468419, and rerecorded October 22, 1986 as Document 2496355, and corrected by instruments recorded April 29, 1987 as Document 2561505 and July 1, 1987 as Document 2585702, according to the plat thereof recorded August 13, 1987 as Document 2601187 in Lake County, Illinois.

Lots 1 and 2 in the Corporate Woods 2nd Resubdivision being a Resubdivision of Lots 146 and 147 in the Corporate Woods, being a subdivision of portions of Sections 9, 10, 15, 16 all in Township 43 North, Range 11, East of the Third Principal Meridian according to the plat thereof recorded August 5, 1986 as Document 2468419, and rerecorded October 22, 1986 as Document 2496355, and corrected by instruments recorded April 29, 1987 as Document 2561505 and July 1, 1987 as Document 2585702, according to the plat thereof recorded January 5, 1988 as Document 2646033 in Lake County, Illinois.

Lots 1 and 2 in the Corporate Woods 3rd Resubdivision being a Resubdivision of Lots 17 through 25 (inclusive) in the Corporate Woods, being a subdivision of portions of Sections 9, 10, 15, 16 all in Township 43 North, Range 11, East of the Third Principal Meridian according to the plat thereof recorded August 5, 1986 as Document 2468419, and rerecorded October 22, 1986 as Document 2496355, and corrected by instruments recorded April 29, 1987 as Document 2561505 and July 1, 1987 as Document 2585702, according to the plat thereof recorded January 28, 1988 as Document 2652692 in Lake County, Illinois.

30-564

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE EXECUTION  
OF A FIRST AMENDMENT TO THE CORPORATE WOODS  
ANNEXATION AGREEMENT

ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE  
VILLAGE OF VERNON HILLS  
\_\_\_\_\_, 1989

Published in pamphlet form by  
authority of the President and  
Board of Trustees of the Village of  
Vernon Hills, Lake County, Illinois  
this \_\_\_\_\_ day of \_\_\_\_\_,  
1989.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE EXECUTION  
OF A FIRST AMENDMENT TO THE CORPORATE WOODS  
ANNEXATION AGREEMENT

WHEREAS, it is in the best interests of the Village of Vernon Hills, Lake County, Illinois, that a certain First Amendment to The Corporate Woods Annexation Agreement be entered into; and

WHEREAS, a First Amendment to The Corporate Woods Annexation Agreement has been drafted, a copy of which amendment is attached hereto and incorporated herein; and

WHEREAS, the developers and the legal owners of record of the territory which is the subject of said amendment are ready, willing, and able to enter into said amendment and to perform the obligations as required hereunder; and

WHEREAS, the statutory procedures provided in Section 11-15.1-3 of the Illinois Municipal Code (Chapter 24, Illinois Revised Statutes 1987), for the execution of said amendment have been fully complied with;

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

Section 1: That the President be and he is hereby directed to execute, and the Village Clerk is directed to attest, a document known as "First Amendment to The Corporate Woods Annexation Agreement," a copy of which (consisting of 3 pages) is attached hereto and made a part hereof.

Section 2: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

AYES:  
NAYS:  
ABSENT:

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 1989.

\_\_\_\_\_  
President

ATTEST:

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

30-646a (7) (03/15/89)

PETITION FOR SPECIAL USE

TO THE PLANNING AND ZONING COMMISSION AND  
THE PRESIDENT AND BOARD OF TRUSTEES OF  
THE VILLAGE OF VERNON HILLS, ILLINOIS

The undersigned                      petitioner  
hereby represent s that American National Bank and Trust Company  
of Chicago, as Trustee under Trust Agreement dated March 10,  
1986, and known as Trust No. 66865 are/is the owner (and CWA  
Investment Co., an Illinois general partnership, is the sole  
beneficiary thereof) ---contract purchaser ----- lessee ----- of  
the following described real estate, to wit: (here set forth  
legal description as in Deed or Guarantee Policy.)

Lots 192-196, all inclusive, in The Corporate Woods, being a  
subdivision of portions of Section 9, 10, 15, and 16, all in  
Township 43 North, Range 11 East of the Third Principal Meridian,  
according to the plat thereof recorded August 5, 1986, as  
Document 2468419, and recorded October 22, 1986, as Document  
2496355, and as corrected by instruments recorded April 29, 1987,  
as Document 2561505 and July 1, 1987, as Document 2585702, in  
Lake County, Illinois.

That the aforesaid premises are also known as Lots 192-196 of  
The Corporate Woods

That said premises are now classified under the Zoning  
Ordinance, as amended as a(n) Planned Unit Development within a  
L-1 Limited Industrial District, and that under said  
classification the Petitioner     desire s to have Special Use  
granted in order that it may use the same for:

a Health or Medical Institution (an in-patient facility established for the care and treatment of individuals suffering from medical, psychiatric, and/or substance abuse problems)

WHEREFORE, your Petitioner \_\_\_ pray\_s\_ that your Honorable Body, pursuant to your rules and regulations, will grant Special Use on the aforesaid described parcel of land.

DATED at Vernon Hills, Illinois, this 15<sup>th</sup> day of March, A.D. 19 89 .

*This instrument is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely in the name of said bank and trust company and conditions to be performed hereunder shall be the same as if performed by the bank and trust company. Any of the above, including the signature, shall be deemed to be the signature of the instrument.*

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee u/t/a dated March 10, 1986, a/k/a Trust No. 66865, and not personally

By: [Signature]  
Second Vice President

ATTEST: [Signature]  
ASSISTANT SECRETARY

By: [Signature]  
33 North La Salle Street  
Chicago, Illinois 60690

CONTACT PERSON:

John H. Mays  
Gould & Ratner  
222 North La Salle Street  
Eighth Floor  
Chicago, Illinois 60601

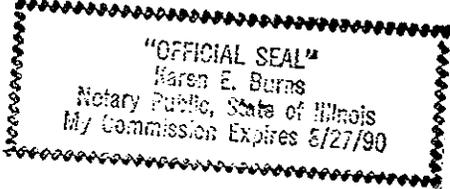
(312) 236-3003

FILING FEE: \$20

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK     )

I, KAREN E. BURNS, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Karen E. Johansen and SUZANNE G. BAKER, personally known to me as the Second Vice President President and Assistant Secretary Secretary, respectively, of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the same instrument and caused the seal of said bank to be affixed thereto, pursuant to authority given by said bank, as their free and voluntary act and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 14th day of June 1989.



[Signature]  
Notary Public  
My commission expires: \_\_\_\_\_

30-565 (03/03/89)

PETITION FOR FIRST AMENDMENT TO  
ANNEXATION AGREEMENT

TO: THE PRESIDENT AND BOARD OF TRUSTEES OF THE  
VILLAGE OF VERNON HILLS, ILLINOIS

The undersigned petitioners represent under oath as follows:

1. On the 15th day of July, 1986, an Annexation Agreement (the "Annexation Agreement") was entered into by and between the VILLAGE OF VERNON HILLS, an Illinois municipal corporation, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 17, 1985, AND KNOWN AS TRUST NUMBER 64661, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST DATED MARCH 10, 1986, AND KNOWN AS TRUST NUMBER 66865, VAN VLISSINGEN AND COMPANY, JOHN E. CORBALLY, JAMES M. FURMAN, and PHILIP M. GRACE, not individually, but solely as trustees under the MACARTHUR LIQUIDATING TRUST AGREEMENT dated December 28, 1983, RUTH M. TISCHER as Trustee under a Trust Agreement dated October 27, 1977, and known as the Ruth M. Tischer Trust, MADELAINE DARLING and LESTER A. DARLING, LA SALLE NATIONAL BANK, not individually, but solely as Trustee under Trust Agreement dated July 10, 1985, and known as Trust No. 110053, ARLIE ALDRICH and LORRAINE ALDRICH, and THE FIRST NATIONAL BANK OF LAKE FOREST, not individually, but solely as Trustee under Trust Agreement dated April 9, 1975, and known as Trust No. 4500.

2. The real estate ("Real Estate") which is the subject of this Petition to amend the Annexation Agreement (as hereinabove defined) is legally described in Exhibit A attached hereto and made a part hereof (N.B. The Annexation Agreement also relates to other property which is not the subject of this Petition).

3. Listed below are the names and addresses of the current owners of record of the Real Estate.

<u>Name</u>	<u>Address</u>
American National Bank and Trust Company of Chicago, as Trustee u/t/a dated June 17, 1985, a/k/a Trust No. 64661	33 North La Salle Street Chicago, Illinois 60690
American National Bank and Trust Company of Chicago, as Trustee u/t/a dated March 10, 1986, a/k/a Trust No. 66865	33 North La Salle Street Chicago, Illinois 60690

4. The beneficiaries of the aforesaid trusts are as follows:

Trust No. 64661

Corporate Woods Associates,                      One Overlook Point  
an Illinois general partnership              Lincolnshire, Illinois 60069

Trust No. 64865

CWA Investment Co.,                              One Overlook Point  
an Illinois general partnership              Lincolnshire, Illinois 60069

5. All of the owners of record of the Real Estate have signed this Petition.

6. All of the electors residing on the Real Estate have signed this Petition.

7. The Real Estate is within the limits of the Village of Vernon Hills pursuant to ordinances previously adopted by the Village of Vernon Hills in accordance with the provisions of Section 15.1 et seq. of the Illinois Municipal Code of 1961, as amended (Ill. Rev. Stat. 1987, ch. 24, sec. 11, 15.1-1 et seq.).

8. This Petition for First Amendment to Annexation Agreement is made pursuant to the provisions of Section 11.15.1-1 et seq. of the Illinois Municipal Code of 1961, as amended (Ill. Rev. Stat. 1987, ch. 24, sec. 11-15.1-1 et seq.).

We respectfully request that the following Section 28A be added to Paragraph B of Exhibit F to the Annexation Agreement:

"28A. Health or Medical Institution. An inpatient facility established for the care and treatment of individuals suffering from medical, psychiatric, and/or substance abuse problems."

and that the following Section 4 be added to Paragraph D of Exhibit F of the Annexation Agreement:

"4. Health or Medical Institution"





EXHIBIT A  
LEGAL DESCRIPTIONS

Lots 1-5, 26-52, 73-86, 106-112, 125-138, 144-145, 153-164, 175-197, 206-214, 220, 226-244, 247, 281-296, all inclusive, in The Corporate Woods, being a subdivision of portions of Section 9, 10, 15, and 16, and Lots 2, 3, 4, and 5 in the 1st Resubdivision of the aforesaid Corporate Woods subdivision, Lot 2 in the 2nd Resubdivision of the aforesaid Corporate Woods subdivision, Lot 2 in the 4th Resubdivision of the aforesaid Corporate Woods subdivision, Lot 1 in the 5th Resubdivision of the aforesaid Corporate Woods subdivision, Lot 2 in the 6th Resubdivision of the aforesaid Corporate Woods subdivision, and Lot 2 in the 7th Resubdivision of the aforesaid Corporate Woods subdivision, all in Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded August 5, 1986, as Document 2468419, and recorded October 22, 1986, as Document 2496355, and as corrected by instruments recorded April 29, 1987, as Document 2561505 and July 1, 1987, as Document 2585702, in Lake County, Illinois.

PETITION FOR AMENDMENT TO  
VILLAGE OF VERNON HILLS  
ORDINANCE NO. 545

TO: THE PLANNING AND ZONING COMMISSION AND  
THE PRESIDENT AND BOARD OF TRUSTEES OF THE  
VILLAGE OF VERNON HILLS, ILLINOIS

The undersigned petitioners represent under oath as follows:

1. On the 15th day of July, 1986, the President and Board of Trustees of the Village of Vernon Hills enacted Ordinance 545, zoning certain property known as The Corporate Woods Development and more fully described in Ordinance 545 (the "Property") and amending the Official Zoning Map of the Village of Vernon Hills to reflect such zoning.

2. Said Ordinance 545 granted a special use permit for development of the Property in accordance with the provisions of an annexation agreement executed on July 15, 1986 (the "Annexation Agreement").

3. Petitioners wish to have Ordinance 545 amended so as to allow, as a special use, within the Planned Unit Development granted by such ordinance, the following use: Health or Medical Institution (defined as an in-patient facility established for the care and treatment of individuals suffering from medical, psychiatric, and/or substance abuse problems).

4. The real estate ("Real Estate") which is the subject of this Petition to amend Village of Vernon Hills Ordinance No. 545 is legally described in Exhibit A attached hereto and made a part hereof (N.B. Ordinance No. 545 also relates to other property which is not the subject of this Petition).

5. Listed below are the names and addresses of the current owners of record of the Real Estate.

<u>Name</u>	<u>Address</u>
American National Bank and Trust Company of Chicago, as Trustee u/t/a dated June 17, 1985, a/k/a Trust No. 64661	33 North La Salle Street Chicago, Illinois 60690





affix the corporate seal of said bank to said instrument as his/her own free and voluntary act and as the free and voluntary act of said bank for the uses and purposes therein set forth.



*Karen E. Burns*  
Notary Public  
My commission expires: \_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTIONS

Lots 1-5, 26-52, 73-86, 106-112, 125-138, 144-145, 153-164, 175-197, 206-214, 220, 226-244, 247, 281-296, all inclusive, in The Corporate Woods, being a subdivision of portions of Section 9, 10, 15, and 16, and Lots 2, 3, 4, and 5 in the 1st Resubdivision of the aforesaid Corporate Woods subdivision, Lot 2 in the 2nd Resubdivision of the aforesaid Corporate Woods subdivision, Lot 2 in the 4th Resubdivision of the aforesaid Corporate Woods subdivision, Lot 1 in the 5th Resubdivision of the aforesaid Corporate Woods subdivision, Lot 2 in the 6th Resubdivision of the aforesaid Corporate Woods subdivision, and Lot 2 in the 7th Resubdivision of the aforesaid Corporate Woods subdivision, all in Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded August 5, 1986, as Document 2468419, and recorded October 22, 1986, as Document 2496355, and as corrected by instruments recorded April 29, 1987, as Document 2561505 and July 1, 1987, as Document 2585702, in Lake County, Illinois.

affix the corporate seal of said bank to said instrument as his/her own free and voluntary act and as the free and voluntary act of said bank for the uses and purposes therein set forth.



*Karan E. Burns*  
Notary Public  
My commission expires: \_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTIONS

Lots 1-5, 26-52, 73-86, 106-112, 125-138, 144-145, 153-164, 175-197, 206-214, 220, 226-244, 247, 281-296, all inclusive, in The Corporate Woods, being a subdivision of portions of Section 9, 10, 15, and 16, and Lots 2, 3, 4, and 5 in the 1st Resubdivision of the aforesaid Corporate Woods subdivision, Lot 2 in the 2nd Resubdivision of the aforesaid Corporate Woods subdivision, Lot 2 in the 4th Resubdivision of the aforesaid Corporate Woods subdivision, Lot 1 in the 5th Resubdivision of the aforesaid Corporate Woods subdivision, Lot 2 in the 6th Resubdivision of the aforesaid Corporate Woods subdivision, and Lot 2 in the 7th Resubdivision of the aforesaid Corporate Woods subdivision, all in Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded August 5, 1986, as Document 2468419, and recorded October 22, 1986, as Document 2496355, and as corrected by instruments recorded April 29, 1987, as Document 2561505 and July 1, 1987, as Document 2585702, in Lake County, Illinois.

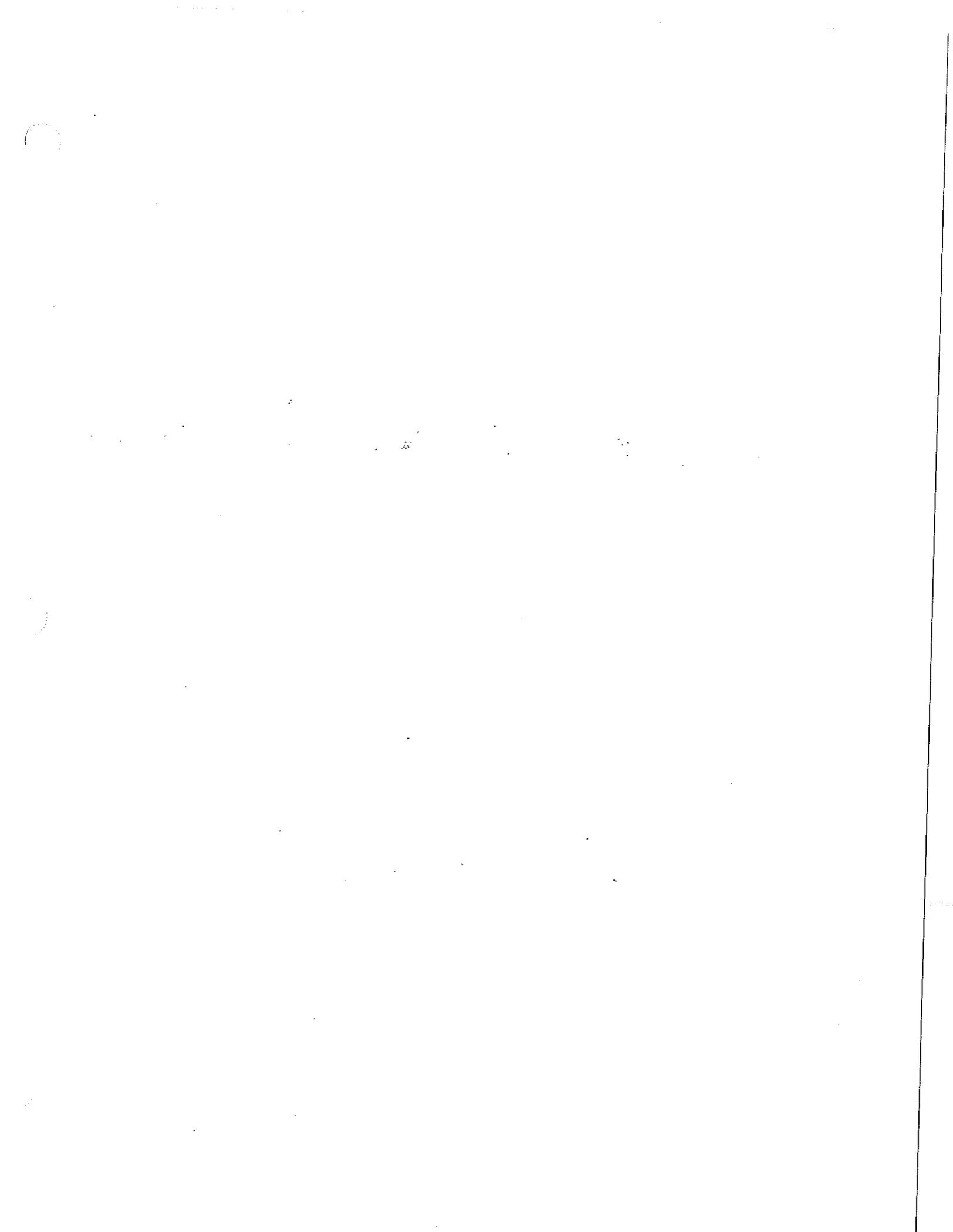


EXHIBIT A  
LEGAL DESCRIPTIONS

Lots 1-5, 26-52, 73-86, 106-112, 125-138, 144-145, 153-164, 175-197, 206-214, 220, 226-244, 247, 281-296, all inclusive, in The Corporate Woods, being a subdivision of Section 9, of the aforesaid Corporate Woods subdivision, Lot 2 in the 1st Resubdivision of the aforesaid Corporate Woods subdivision, Lot 2 in the 2nd Resubdivision of the aforesaid Corporate Woods subdivision, Lot 2 in the 3rd Resubdivision of the aforesaid Corporate Woods subdivision, Lot 1 in the 4th Resubdivision of the aforesaid Corporate Woods subdivision, Lot 2 in the 5th Resubdivision of the aforesaid Corporate Woods subdivision, Lot 2 in the 6th Resubdivision of the aforesaid Corporate Woods subdivision, and Lot 2 in the 7th Resubdivision of the aforesaid Corporate Woods subdivision, all in Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded August 5, 1986, as Document 2468419, and recorded October 22, 1986, as Document 2496355, and as corrected by instruments recorded April 29, 1987, as Document 2561505 and July 1, 1987, as Document 2585702, in Lake County, Illinois.