

ANNEXATION  
AGREEMENT

VILLAGE OF VERNON HILLS,  
an Illinois municipal corporation

CONTINENTAL ILLINOIS NATIONAL BANK  
AND TRUST COMPANY OF CHICAGO  
JOHN F. CUNEO, JR., CONSUELA CUNEO MCALISTER,  
CHARLES L. MCEVOY AND WILLIAM G. MYERS  
AS SUCCESSOR TRUSTEES UNDER DECLARATION OF TRUST  
DATED AUGUST 12, 1935  
OWNER

VANTAGE PROPERTIES, INC.,  
a Texas Corporation,  
PURCHASER

December 23, 1986

2533375

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ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (hereinafter referred to as the "Agreement") is made this 23rd day of December, 1986, by and among THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS (hereinafter referred to as the "Village"), CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, JOHN F. CUNEO, JR., CONSUELA CUNEO McALISTER, CHARLES L. McEVOY and WILLIAM G. MYERS, as successor Trustees under Trust established by Declaration of Trust, dated August 12, 1935 (hereinafter collectively referred to as "Owner"), and VANTAGE PROPERTIES, INC., a Texas corporation, (hereinafter referred to as "Purchaser") (the Village, Owner and Purchaser are hereinafter referred to collectively as the "Parties").

PREAMBLES

WHEREAS, Owner is the owner of record of a parcel of real property, located in Lake County, comprising approximately one-hundred forty (140) acres, contiguous to the corporate limits of the Village and legally described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, the Property is not located within the corporate limits of any municipality; and

WHEREAS, Purchaser is the beneficiary of a binding contract to purchase a portion of the Property consisting of approximately forty (40) acres, legally described in Exhibit B

attached hereto and made a part hereof (hereinafter referred to as the "North Parcel"); and

WHEREAS, all portions of the Property other than the North Parcel are legally described in Exhibit.C attached hereto and made a part hereof (hereinafter referred to as the "South Parcel"); and

WHEREAS, Owner and Purchaser seek to annex the Property to the Village and, accordingly, Owner has submitted a properly executed petition for annexation to the Village pursuant to Ill. Rev. Stat. ch. 24, §7-1-8 (1985) (the "Petition for Annexation"), which Petition for Annexation is conditioned upon execution and delivery of this Agreement by the Village; and

WHEREAS, Owner and Purchaser desire and propose, pursuant to the provisions and regulations of the Village's Zoning Ordinance (as hereinafter defined), as amended pursuant to the terms of this Agreement, to develop the Property in the B-1 General Business District with a Special Use for a Regional Planned Unit Development; and

WHEREAS, Purchaser further desires and proposes to develop the North Parcel substantially in accordance with the Site Plan, Building Envelope Plan, Landscape Plan, Engineering Plan, Exterior Building Elevation Plan and Plat of Subdivision (hereinafter referred to as the "Development Plans"), which are attached hereto as Exhibits D-1 through D-6 and the B-1 General Business District regulations of the Zoning Ordinance, as amended by the terms of this Agreement; and

WHEREAS, pursuant to the provisions of Section 11-15.1-1 et seq. of the Illinois Municipal Code (Ch. 24, Ill.Rev.Stat. §11-15.1-1 et seq. (1985)) and Section 7-1-1 et seq. of the Illinois Municipal Code (Ch. 24, Ill.Rev.Stat. §7-1-1 et seq. (1985)), a proposed annexation agreement, in substance and in form substantially the same as this Agreement, was submitted to the Village and a public hearing was held thereon pursuant to proper notice as provided by local ordinance and state 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 as are prescribed by law and has made recommendations with respect to the requested zoning classifications and such other provisions of this Agreement as were within its purview; and

WHEREAS, the President and Board of Trustees of the Village (hereinafter referred to as the "Corporate Authorities") and the Planning and Zoning Commission have found that the proposed zoning and development of the Property, as more completely described in this Agreement, meet all appropriate standards of the Village, including, but not limited to, the following:

(a) The zoning and development of the Property as provided for in this Agreement will not be detrimental to or endanger the public health, safety, morals or general welfare;

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(b) The zoning and development of the Property as provided for in this Agreement will not be injurious to the use and enjoyment of the other property in the immediate vicinity nor substantially diminish or impair property values within the adjacent neighborhood;

(c) The zoning and development of the Property as provided for herein will not impede the normal and orderly development and improvement of surrounding property for uses permitted on said property;

(d) Adequate sanitary sewer and water supply utilities are in existence or shall be provided by Lake County and adequate roads of ingress and egress and adequate drainage and other necessary facilities are in existence or shall be provided by Owner and/or Purchaser as and when the Property is developed; and

(e) Adequate measures have been, or shall be, taken to provide ingress or egress designed to minimize traffic congestion on the public streets; and

WHEREAS, the Corporate Authorities, after due and careful consideration of the recommendations of the Planning and Zoning Commission, have concluded that the annexation of the Property to the Village and its zoning and development under the terms and conditions herein set forth will further enable the Village to control the development of the Property and will serve the best interests of the Village and have, by a vote of at least two-thirds of the Corporate Authorities then holding

office, adopted an ordinance or resolution authorizing the execution of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements set forth herein and pursuant to the provisions of Section 11-15.1-1 et seq. of the Illinois Municipal Code, the Parties hereby agree as follows:

1. Preambles. The foregoing preambles are material to this Agreement and are incorporated herein as though fully set forth herein.

2. Agreement: Compliance and Validity. It is understood and agreed that this Agreement in its entirety, together with the 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 in accordance with and as contemplated by this Agreement at the times specified herein.

3. Annexation. The Village agrees to annex the Property at the same regularly scheduled meeting of the Corporate Authorities at which execution of this Agreement is authorized, subject to the terms and conditions set forth in this Agreement; provided, however, that the Village shall not annex the Property until such time as it receives notice from the Owner that Purchaser has acquired the North Parcel or notice that Owner waives Purchaser's acquisition of the North Parcel as a condition precedent to said annexation. If the above-described notice is not received at the meeting of the Corporate

Authorities at which execution of this Agreement is authorized, the Village shall annex the Property at the next regularly scheduled meeting of the Corporate Authorities following receipt of said notice. If the above-described notice has not been received by March 31, 1987, this Agreement shall terminate automatically.

4. Zoning/Amendment of Village Ordinances/Development of the Property. At the same meeting of the Corporate Authorities at which the annexation of the Property to the Village is accomplished, the Corporate Authorities shall pass such ordinances, adopt such resolutions, and take such other actions as are necessary:

(a) to amend the Zoning Ordinance by adding thereto, as Article 20A of the Zoning Ordinance, the provisions, regulations, procedures and standards identified on Exhibit G attached hereto and made a part hereof, so as to provide for the option of developing tracts of real property situated within the Village of one hundred twenty-five (125) or more acres as special use regional planned unit developments (herein referred to as a "Regional Planned Unit Development") in each of the Village's zoning districts;

(b) to amend the Zoning Ordinance by adding to the regulations of each of the zoning district classifications such provisions as may be necessary to confer upon the Village Board of Trustees the authority to establish, as additional permitted and special uses in each of said zoning districts, such

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additional permitted and special uses as the Village Board determines to be "comparable and compatible" to those permitted and special uses enumerated in the existing regulations of the Zoning Ordinance;

(c) to zone the Property, and classify the Property on the Village's Zoning Map, in the B-1 General Business Zoning District with a Special Use for a Regional Planned Unit Development, pursuant to Article 21, Section 21.7 and Article 20A of the Zoning Ordinance; and

(d) to approve Owner's Conceptual Land Use Plan, attached hereto as Exhibit E and made a part hereof, as being in compliance with the requirements, standards and procedures for Regional Planned Unit Developments set forth in STEP 2 of Article 20A of the Zoning Ordinance.

The Special Use Ordinance for the Regional Planned Unit Development adopted pursuant hereto shall incorporate by reference Owner's Conceptual Land Use Plan and shall create a permanent zoning classification for the Property which shall remain in effect throughout the Term of this Agreement and thereafter until amended in the manner provided by law for the amendment of zoning classifications. Said Ordinance shall not provide for expiration of such Special Use at any time.

The zoning, use, bulk and subdivision regulations and procedures applicable to the Property and the development

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thereof shall be those set forth in this Agreement (including those set forth in Exhibit F attached hereto and made a part hereof), the ordinance granting the Special Use for a Regional Planned Unit Development and, to the extent not inconsistent with the terms of this Agreement, or said ordinance, those set forth in the Zoning Ordinance, the Subdivision Ordinance and the other codes, ordinances and regulations of the Village. A specific land use shall be permitted, although not enumerated in the list of permitted or special uses contained in Exhibit F, if said land use is determined by the Village Board to be an accessory use to a permitted or special use. No further zoning approvals shall be required as a prerequisite to the receipt by Owner or Purchaser of the building permits necessary to the development of any portion of the Property in compliance with the zoning herein being granted, provided, however, that with respect to the development of the North Parcel, Purchaser shall at all times comply with the requirements, standards and procedures set forth in Paragraph 9 of this Agreement and, with respect to the development of the South Parcel, Owner shall at all times comply with the requirements, standards and procedures for preliminary and final plan approval set forth in Article 20A of the Zoning Ordinance, which compliance shall be a prerequisite to issuance of building permits.

5. Village Zoning and Subdivision Ordinances. All references to the Village Zoning Ordinance shall mean the Vernon Hills Zoning Ordinance of 1982, as enacted by Ordinance No. 402,

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passed June 15, 1982, as amended (the "Zoning Ordinance"). All references to the Village Subdivision Ordinance shall mean the Vernon Hills Subdivision Ordinance of 1978, as enacted by Ordinance No. 263, passed August 8, 1978, as amended (the "Subdivision Ordinance").

6. Conflicts, Ambiguities and Inconsistencies. To the extent of any inconsistency, conflict or ambiguity between the terms, provisions or standards contained in this Agreement and the terms, provisions or standards of the Zoning Ordinance, the Subdivision Ordinance or any other code, ordinance or regulation of the Village, the terms, provisions and standards of this Agreement shall govern and control. All codes, ordinances and regulations of the Village not modified by, amended by, or made inapplicable by the terms and the provisions of this Agreement shall remain in full force and effect.

7. Continuation of Current Uses. Portions of the Property are being used at the present time for residential, farming and general agricultural uses. In reviewing the Petition for Annexation and this Agreement, the Village gave due consideration to the continuation of such current residential and agricultural uses. Notwithstanding any provision of the Zoning Ordinance, Subdivision Ordinance, Village Building Code, or any other Village ordinances now in effect or adopted during the Term of this Agreement and in conflict herewith, the current uses of the Property (including existing wells and septic systems) shall be deemed to be permitted uses under the Zoning

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Ordinance, and the Village agrees that all structures and improvements now located thereon shall not be subject to the Village Building, Health, Safety or Fire Codes until such time as improvements or repairs are made to said structures; provided, however, that the Village may require compliance therewith if necessary to eliminate any imminent health or safety hazard. All improvements and repairs to said structures shall be subject to Village Building, Safety, Health and Fire Codes in effect at the time such repairs and improvements are made.

8. Plan Approval.

(a) North Parcel. The Village acknowledges that, with respect to the development of the North Parcel, Purchaser has fully satisfied all requirements for preliminary and final site plan approval set forth in Article 20A of the Zoning Ordinance, (except that with respect to the development of the outlots on the North Parcel, Purchaser shall comply with the requirements of Paragraph 9 hereof) and the Village hereby approves the Development Plans. The Village hereby acknowledges that no further site plan review shall be required, except as such review is routinely performed by the Village staff in conjunction with the issuance of building permits, so long as development of the North Parcel substantially conforms to the Development Plans. Said development shall be deemed to be in substantial conformance with the Development Plans so long as it complies with the terms of this Agreement and the regulations applicable to the B-1 General Business District, as those

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regulations have been modified by the terms of this Agreement. Major changes to the Development Plans, including increases of ten percent (10%) or more in floor area ratio, building coverage or the height of buildings or signs, substantial modifications to the proposed layout of buildings and changes in the material composition or architectural design of building facades, shall be reviewed by, and subject to the approval of, the Village Board of Trustees. Minor changes to the Development Plans shall be reviewed by, and subject to the approval of, the Village Staff. The Village Manager shall determine whether any changes to the Development Plans are "minor" or "major."

(b) South Parcel. Approval of plans for the South Parcel shall be in accordance with the procedures set forth in Article 20A of the Zoning Ordinance. The Village acknowledges that development of the South Parcel may take place in phases and that preliminary and final plan approvals with respect to the South Parcel may be obtained for individual portions of said Parcel pursuant to phasing established by the Owner. Owner agrees, however, that it shall submit master concept plans for the South Parcel relating to sanitary sewer and water facilities prior to issuance of the first building permit for the first phase of development of the South Parcel. Owner shall submit a master road network concept plan incrementally as the South Parcel is developed and, once said master road network concept

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plan has been submitted by Owner, Owner shall complete road segments to a length of at least five hundred (500) feet with respect to the first phase of development and at least one-thousand (1,000) feet with respect to each subsequent phase of development (or to such lesser length as may be commensurate to the phase of development then under construction, subject to the approval of the Village Manager). All such road segments shall be constructed in accordance with the codes and ordinances of the Village, as amended by the terms of this Agreement. Notwithstanding the provisions of B(3,4) of Appendix I of Article I of the Subdivision Ordinance, any person seeking approval of a Plat of Subdivision for any portion of the Property need submit only the information and documentation specified in B(3)(f,i,j,k) and B(4)(a,c,f) thereof.

9. Site Plan Review. (a) Before construction commences: (1) on any building on an outlot in any Unified Retail Center (as defined in Exhibit F); or (2) on any building on a lot in a planned unit development approved pursuant to the provisions of Article 20 of the Zoning Ordinance on the South Parcel, the owner of such building, or its designated representative, shall be required to submit, to the Village staff, twenty-five (25) full sets of preliminary plans and specifications showing or stating the following:

(i) location of all structures, easements, street rights-of-way and set back lines;

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(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, heights, 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;

(x) site coverage data and calculations;

(xi) parking data and calculations;

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(xii) site drainage plans, data and calculations (confirming the adequacy of site drainage on the site, as approved by the Village Engineer);

(xiii) descriptions of proposed use; and

(xiv) topographical map of the site (and of such portions of the Property as are within two hundred fifty (250) feet of said site) at one (1) foot contour levels.

(b) The submission shall be reviewed by the Village staff to determine if the proposed development meets the applicable requirements of the Village, as amended by the terms of this Agreement, and shall be reviewed by the Planning and Zoning Commission and its findings and recommendations shall be submitted, for approval or disapproval, to the Corporate Authorities. The submission shall be subject to the Corporate Authorities approval of the building and landscaping plans and of the compliance of said plans with applicable Village ordinances, as modified by the terms of this Agreement, which approval shall not be unreasonably withheld. Consideration by the Corporate Authorities shall be undertaken pursuant to the procedures normally utilized in conjunction with such matters, including review by the Real Estate Committee of the Board of Trustees. A decision by the Corporate Authorities shall be rendered no later than thirty (30)

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days following receipt by the Village of all information required herein.

(c) After approval by the Corporate Authorities of the development as described in subsection (b) above, the Village staff shall, without further review by the Corporate Authorities, approve the final building and landscaping plans and specifications if they are in compliance with said submission, this Agreement, applicable Village ordinances, as modified by the terms of this Agreement and any conditions imposed by the Corporate Authorities pursuant to the foregoing subsection (b) as conditions precedent to said approval.

(d) To the extent that the documentation required by this Paragraph 9 has been considered and approved by the Corporate Authorities as a part of any Final Plan approval process undertaken pursuant to the procedures outlined in Article 20A of the Zoning Ordinance, further review and approval pursuant hereto shall not be required.

10. Detention and Storm Water Management. In connection with their development of the Property, the Owner and Purchaser shall comply with the Flood Plain Ordinance of the Village. Notwithstanding the foregoing or any provision of the Village Zoning Ordinance, Subdivision Ordinance, or any other Village ordinance, code or regulation now in effect or adopted during the Term of this Agreement in conflict herewith, where

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storm water detention is required, the following detention and storm water management standards shall apply to the Property:

(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 of Greater Chicago 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 a depth of not less than seven (7) feet and have a water depth of not less than six (6) feet. Rip rap will not be required in the detention areas. The detention area banks above the water level will be seeded.

(b) The Village hereby waives any requirement that buildings be set back a minimum of 100 feet from waterways or lakes and, subject to any relevant yard requirements, agrees 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 may be provided for storm water management in lieu of underground storm sewers, as deemed appropriate in accordance with engineering practices acceptable to the Village Engineer, but shall not be located within any public right-of-way. Ditch side slopes shall be a maximum ratio of 3:1 and shall

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be seeded. Underdrains need not be provided where ditch grades are greater than 1.0%.

(d) Storm water detention areas shall be designed using runoff coefficient ("C") values of 0.75 based upon impervious area values of 0.95 and pervious area values of 0.30. Storm water detention basins shall be designed to accomodate the excess rainfall for a 100 year event for all durations up to and including 24 hours.

(e) Storm structures shall be provided at intervals not to exceed 500 feet on storm sewers 48" in diameter and larger and at intervals of 350 feet on storm sewers of a diameter less than 48".

(f) Precast concrete end sections shall have a poured concrete foundation 12 inches wide by 3 1/2 feet deep extending the length of the end section plus 1 foot.

(g) The owner of any parcel upon which a detention area, drainage swale or ditch is located shall be responsible for the maintenance of any such detention area, swale or ditch, including maintenance of landscaping, any necessary dredging, and the maintenance of such facilities in proper functioning condition. The Village shall have the right to enter upon the Property and maintain all detention areas, swales and ditches, in proper functioning condition upon any owner's failure to do so and to assess said owner for the costs (including attorneys' fees and

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litigation expenses) reasonably incurred by the Village in undertaking said maintenance.

The Village agrees that it will negotiate with the Lake County Forest Preserve District to obtain any easements necessary for storm water management on the Property. Owner agrees to grant to the Village reasonable easements over the Property as might be necessary to permit utilization of any detention facility located on the South Parcel for management of upstream waters which flow naturally over said South Parcel. All such easements shall be subject to the reasonable approval of the Owner and Village Engineer as to form and location.

11. Site Preparation, Grading and Landscaping.

Notwithstanding any provision of the Zoning Ordinance, Subdivision Ordinance, or any other Village ordinance, code or regulation 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:

(a) The Village waives the following requirements in its Subdivision Control Ordinance: (i) that the top of any building's foundation be two and a half (2-1/2) feet above the roadway centerline; (ii) that ninety percent (90%) of the minimum lot area be at least two (2) feet above the elevation of the highest flood of record of any lake or stream affecting the Property; and (iii) that 80% of the lot area be more than three (3) feet above the ground water table. The Village will allow flexibility in

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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) Subject to the prior written consent of the Village Manager, the Village shall permit removal of the existing trees on the Property as deemed necessary by the Owner or Purchaser and the Village will permit the planting of types of trees prohibited by its ordinances (such as willow trees) in landscaped areas more than twenty (20) feet from rights-of-way. The areas within public rights-of-way located within portions of the Property which have been developed shall be sodded (unless the Village, in writing, authorizes another method requested by the Owner or Purchaser or unless the Illinois Department of Transportation requires another method). Landscaped areas on private property stripped of topsoil shall be seeded or hydro-seeded, as the Owner or Purchaser deems appropriate, within ninety (90) days (weather conditions and other factors beyond the Parties' control 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

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irrigation pipes may be installed within the public rights-of-way and private irrigation pipes and pumps may be installed and maintained within the easements serving the Property. All such irrigation pumps and pipes shall be maintained by the property owner adjacent to said pumps and pipes, at said property owner's expense. "As built" drawings of any private irrigation pipes installed within public rights-of-way shall be provided to the Village immediately following construction of such irrigation pipes.

(c) As and when development of that portion of the perimeter of the Property abutting residential areas, Illinois State Route 21 or Illinois State Route 60 occurs, berms or landscaped screens shall be provided by Owner and/or Purchaser, as appropriate, in a manner approved by the Corporate Authorities, which manner shall be consistent with the terms of this Agreement and good landscaping practices and which approval shall not be unreasonably withheld.

(d) 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 a ratio of 5:1 within an area five feet in width measured from the paved streets (and in all other areas the slope of said berm may not exceed a ratio of 3:1). All berms within public

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rights-of-way shall be maintained by the adjacent property owner.

(e) Trees within parkways may be planted in groupings rather than at designated intervals; provided, however, that the number of trees provided shall not be less than the number required by applicable Village ordinances, unless otherwise approved by the Village's Board of Trustees. All trees within parkways on the Property shall be maintained by the adjacent property owner.

12. Wells. Shallow wells may be drilled on the Property for irrigation purposes only; provided, however, that such wells shall not be allowed to adversely impact wells providing drinking water to adjacent properties and use of said wells shall be discontinued within five (5) days of notice from the Village that such adverse impact is occurring.

13. Streets and Street Lighting. Notwithstanding any provision of the Zoning Ordinance, Subdivision Ordinance, or any other Village ordinance, code or regulation now in effect or adopted during the Term of this Agreement in conflict herewith, the following public street and public street lighting standards shall apply to the Property:

(a) All street rights-of-way shall be dedicated by Owner or Purchaser, as appropriate, to the Village prior to the time construction commences on said streets and shall be not less than sixty-six (66) feet in width (provided that additional right-of-way or easements will be

provided if necessary to provide for public utilities that may be required).

(b) The pavement width of all streets constructed within the Property shall be determined by the Village Engineer, in the exercise of his reasonable judgment, based upon the proposed usage of said streets.

(c) The Village will allow subbase crushed granular material and aggregate crushed base course to be used in the construction of streets if the entire pavement section equals a structural number of 3.5 or greater.

(d) The Village shall not require alleys, and shall waive its maximum block standard of one thousand (1000) feet. Cul-de-sacs shall be permitted, subject to reasonable Village approval, if they do not exceed one thousand five hundred (1,500) feet in length.

(e) Street lighting illumination levels will not be in accordance with "American Standard Practice for Roadway Lighting." Street lights shall be provided at intersections, sharp curves, island medians, and five hundred (500) foot spacing. Cable for street lighting in parkways shall be installed in two inch (2") uniduct. Cable for street lighting under pavement will be installed in galvanized steel conduit.

(f) The installation and operation of street lights shall not be a prerequisite to the issuance of building or occupancy permits; provided that street lights

within a particular development phase shall be provided within six (6) months (weather conditions and other factors beyond the Parties' control permitting) following the issuance of the first occupancy permit in that particular development phase.

(g) The Owner and Purchaser shall provide two #5 rebar 10' 0" long in curbs and gutters over all trenches.

(h) All concrete public improvements shall 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.

14. Underground Improvements. Notwithstanding any provision of the Zoning Ordinance, Subdivision Ordinance, or any other Village ordinance, code or regulation 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:

(a) All water mains shall be constructed in accordance with Lake County standards using ductile iron unless soil conditions dictate use of other materials or Village Engineer approves otherwise.

(b) All sanitary sewers shall be constructed using extra strength vitrified clay or ductile iron and will otherwise be constructed in accordance with Lake County standards.

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(c) Sanitary and storm sewers and water services to individual lots shall not be constructed with the general public improvements but shall 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 (if the lines are to be of a size of 36" or less), or an open ditch may be created for such crossing (if the lines are to be of a size that is greater than 36"); provided, however, that, in the event of an open ditch, the owner shall restore said street immediately following completion of the installation (weather conditions and other factors beyond said owner's control permitting).

(d) Within each development phase, 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, unless lesser spacing is required by the fire protection district serving the Property. No required fire hydrant shall be located more than twenty-five (25) feet from a paved surface.

(e) Bedding for underground improvements shall be as noted below. All such bedding shall be crushed, angular material, Type CA6, or equal thereto.

(i) Sanitary sewers shall have 4" of bedding under the pipe.

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(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.

(f) Owner and Purchaser may install curved sanitary sewers. All curved sanitary sewers shall undergo an inspection as required by the Lake County Department of Public Works at the end of the maintenance period.

15. Public Site Improvements. Subdivision improvements shall be completed in the normal course of development of the South Parcel, as and when needed to provide services and/or facilities to a particular phase or stage of development, and need not be completed within three (3) years of the approval of the Conceptual Land Use Plan for said South Parcel. The Owner agrees that the subdivision improvements within any one construction phase for which separate approval is obtained shall be completed no more than three (3) years following final approval of such phase by the Village. 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 all subdivision improvements. The Village agrees that the building permits may be issued at any time after approval of the construction phase in which the proposed building is to be located, notwithstanding the fact that some or all

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of the subdivision improvements may not be completed. The Village may grant occupancy permits for buildings at such time as subdivision improvements within a construction phase, excluding street lights and final road surface, are substantially complete notwithstanding the fact that private site improvements are not fully complete. Occupancy permits may be issued prior to the completion of the binder course, as provided by Village ordinance, where completion of the binder course is delayed due to weather conditions. The binder course must be completed no later than six (6) months (weather conditions and other factors beyond the Parties' control permitting) following the issuance of the first occupancy permit for any construction phase. The preceding provisions shall not operate to delay or extend the three (3) year period following approval of a construction phase within which the Owner is required to complete all subdivision improvements.

16. Security for Public Site Improvements. Security for public site improvements benefiting a construction phase shall be provided prior to the commencement of construction on any individual phase and shall be in accordance with the terms of Agreement and applicable 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 Property provided that

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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, the Owner agrees to pay Village's reasonable costs, 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 or the State of Illinois; provided, however, that the Owner will provide a bond in an amount sufficient to cover the difference between the bond required by Lake County or the State of Illinois 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 or the State of Illinois is less than the undertaking required by the Village, in an amount adequate to reflect the difference in said undertaking, or both. No security shall be required with respect to any non-public improvements; provided, however, that a completion bond shall be provided with respect to any non-public improvements not completed at the time of first occupancy. 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

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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, but shall not be reduced below an amount estimated by the Village Engineer to constitute 125% of the cost of work then remaining to be done, on the following terms and conditions:

(a) The security for any completed phase of street lighting which is tested and approved by the Village Engineer shall be reduced to a 20% retention which, unless the Village agrees otherwise, shall be held by the Village for a period not to exceed one (1) year from the date of completion (a "Guaranty Period") of that phase of street lighting for purposes of guaranteeing against defects in materials and workmanship in that phase of street lighting.

(b) The security for mass site grading in a given area (including excavation and filing of individual lots, ditches, sales, detention areas and lakes) shall be reduced to a 20% retention upon completion to the grades shown on approved 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. Unless the Village agrees otherwise, the 20% retention shall be held by the Village for a Guaranty Period of one (1) year commencing upon completion of the grading for purposes of guaranteeing

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against defects in materials and workmanship in said grading.

(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 20% 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. Unless the Village agrees otherwise, the 20% retention shall be held by the Village for a Guaranty Period of one (1) year commencing upon completion of said improvement for purposes of guaranteeing against defects in materials and workmanship in said improvement.

17. Acceptance of Improvements. Forty-five (45) days prior to the expiration of any Guaranty Period, the Owner or Purchaser shall request, in writing, that the Village accept the improvements that are the subject of said Guaranty Period and the Village, within thirty (30) days after receipt of the Owner's or Purchaser's requests, shall advise the Owner or Purchaser, in writing, of any items which require correction or repair prior to acceptance. Each such request shall be addressed to the Village Clerk with copies to the Village President, Village Manager and Village Engineer. The Village's failure to respond to such notice within said forty-five (45) day period shall be deemed a full acceptance of said improve-

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ments. If the Village advises the Owner or Purchaser that corrections or repairs remain to be made to the improvements tendered to the Village for acceptance, Owner or Purchaser shall make said corrections and repairs within six (6) months (weather conditions and other factors beyond the Parties' control permitting) and shall thereafter notify the Village in writing (with copies to the aforesaid officials) of the completion of the work. Thereafter, the Village shall accept or reject, in writing, the repairs and corrections and said improvements. In the event some of Owner's or Purchaser's repairs or corrections are disapproved by the Village, the Parties shall follow the procedure above for repairs, corrections and acceptance. The Village may enforce the security instrument posted for a given improvement in the event repairs or corrections to said improvement are not completed within a Guaranty Period or, in lieu of said enforcement, the Village may accept a new security instrument to guarantee such repair or correction. Upon the Village's final acceptance of improvements, all security held by the Village (other than the security held by the Village pursuant to the provisions of Paragraph 16 hereof) for said improvements shall be returned to the Owner or Purchaser as soon as reasonably possible.

18. Sanitary and Storm Sewer and Potable Water Facilities. The Village agrees it will assist in obtaining all necessary easements over publicly or privately owned land as may be necessary to bring to the Property adequate facilities to serve the Property with sanitary and storm sewer service and

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potable water service; provided, however, that Owner or Purchaser shall pay all costs associated therewith. If the Owner or Purchaser are unable to acquire such easements through reasonable, good faith negotiation, the Village further agrees that it will exercise all of its statutory authorities if required to obtain such easements, provided, however, that Owner or Purchaser shall pay all costs associated therewith. To the extent that any approvals from, or modifications to, existing agreements with Lake County become necessary in order to provide sanitary and storm sewer and potable water service to the Property, the Village shall assist Owner or Purchaser in obtaining such approvals or modifications of agreements. The Village agrees to aid Owner and Purchaser and to fully cooperate with Owner and Purchaser 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.

19. Recapture. To the extent permitted by law, the Village will adopt such ordinances and take such other actions as are or may be necessary and appropriate to enable Owner to recapture costs incurred in constructing sanitary sewer, storm and potable water facilities that will benefit other properties in the Village. Prior to taking any such action, Owner shall provide the Village with all information necessary to enable the Village to determine the amount and formula for such recapture. With respect to storm water facilities, it is understood and

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agreed that Owner shall size storm water facilities to accommodate development on the Property and that Owner shall only be entitled to recapture to the extent that storm water facilities are oversized by Owner to accommodate storm water runoff in excess of that which is presently flowing onto the Property from all properties tributary to the Property.

20. Roadway Improvements. With respect to Milwaukee Avenue (Illinois State Route 21) and Illinois State Route 60, the Village acknowledges and agrees that Owner's and Purchaser's obligations shall be limited to designing and undertaking, at said Owner's or Purchaser's expense, signalization, acceleration and deceleration turning lane and other site specific intersectional improvements only when and as necessary to the development of the Property or a specific portion thereof, and only when and to the extent required by the Illinois Department of Transportation. Under no circumstances shall either Owner or Purchaser be required or compelled by the Village, either directly or indirectly, to widen or improve, or pay for the widening or improvement of either Milwaukee Avenue or Illinois State Route 60 or to dedicate any portion of the Property so as to permit the widening or improvement of either Milwaukee Avenue or Illinois State Route 60. Purchaser shall provide sidewalks along Illinois State Route 21 and Illinois State Route 60 and a sidewalk from Illinois State Route 21 to the parking lot on the North Parcel (as shown on the North Parcel Site Plan). Owner shall provide a sidewalk along the frontage of the South Parcel

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abutting Illinois State Route 21, in increments, as and when the South Parcel is developed. Owner shall not establish more than two (2) primary and four (4) secondary curb cuts onto Illinois State Route 21 on the South Parcel without the prior written approval of the Corporate Authorities. Owner shall have the right to locate said curb cuts in such locations as Owner may desire, subject to the approval of the Illinois Department of Transportation and without regard to the Village's Official Map.

21. Construction and Development Fees. Construction and development fees in existence and being collected by the Village as of the date hereof, including, but not limited to, application fees, building inspection fees (which the Village acknowledges are included in building permit fees), Village building plan review fees and building and occupancy permit fees for the Property shall not, during the first four (4) years of the Term of the Agreement, be increased; provided, however, that any specific charges incurred by the Village if outside consultants are employed to perform such review shall be paid by the Owner or Developer. All such fees, unless limited by the provisions of this Paragraph 21, shall be applied consistently to all similar users within the Village. Under no circumstances shall the amount of review fees provided for in Section 14.03 of the Subdivision Ordinance, to the extent that the same, are based on the costs of construction, reflect or include the costs of construction of any building or buildings developed on the Property and under no circumstances shall the application fee

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for review of a preliminary or final plan submitted to the Village pursuant to Article 20A of the Zoning Ordinance exceed five hundred dollars (\$500.00).

22. Donations and Annexation Fees. . Notwithstanding any provision of the Zoning Ordinance or any other Village ordinances to the contrary, at no time shall the Owner or Purchaser be required to pay any annexation fee or make any donations or contributions (of land, equipment or money) for school, park or other municipal purposes. The Village further acknowledges that this waiver of donations and contributions shall benefit any subsequent owner of record of part or all of the Property. The Village's Art in Architecture and Art in Construction Projects Ordinances shall not be applicable to warehousing and manufacturing development undertaken on the South Parcel. In addition, the Village acknowledges that, with respect to the entire Property, said ordinances may be satisfied by the provision of appropriately designed open or enclosed space available for public use or by the provision of extraordinary landscape architecture, either of which shall be specifically designated, in writing, as being the Art in Architecture component of a development or landscape plan that is approved by the Village Board of Trustees.

23. Other Fees: The Owner and Purchaser shall not be required to pay any other Village fee, donation or charge relating to the development of real estate or the construction of buildings and improvements thereon or collected as part of or

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during the development of real estate or the construction of buildings within the Village unless said fee, donation or charge is in existence and being collected by the Village as of the date hereof. Subject to the foregoing, those fees and charges as are assessed by the Village on a general application basis to similarly situated properties shall be applicable to the Property.

24. Compliance With Applicable Ordinances. The Owner and Purchaser agree that, in their development of the Property, they will comply with all current ordinances of the Village as modified by, and except to the extent provided otherwise in, this Agreement. It is agreed that, for a period of seven (7) years from the date of this Agreement, the Property will not be subject to any new Village regulatory ordinances or to any amendments to existing Village regulatory ordinances hereafter adopted (other than amendments to the BOCA codes, the NEPA Code, the National Electrical Code and the Life Safety Code hereafter adopted by the Village.) Thereafter, the Property will be subject only to those new Village regulatory ordinances and amendments to existing Village ordinances which are applicable to all owners of property within the Village who are similarly situated. Notwithstanding and in addition to the foregoing, the Village agrees that no amendments to the Village's Zoning Ordinance shall be applicable to the Property during the Term of this Agreement without the express written consent of Owner.

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25. 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.

26. All Action Taken. The Village agrees that it has taken or will take all action required by law (including the holding of such public hearings as may be necessary): (i) to enact the amendments to the Zoning Ordinance, the Subdivision Ordinance and other related ordinances provided for herein; (ii) to adopt such other ordinances and resolutions as may be necessary to zone and classify the Property so as to enable the same to be used and developed as contemplated herein; (iii) to approve the special use for a Regional Planned Unit Development contemplated by this Agreement for the Property in accordance with the procedures set forth in Exhibit F and G to this Agreement and Article 20A of the Zoning Ordinance; (iv) to approve Owner's Conceptual Land Use Plan; (v) to enable the Parties to execute this Agreement; and (vi) to carry out fully all the covenants, agreements, duties and obligations created and imposed on the Village by the terms and conditions hereof and to carry out and give effect to the intent of the Parties hereto.

27. Signs. All signs constructed or placed upon the Property shall comply with the Sign Ordinance of the Village presently in effect, unless modified pursuant to the terms hereof. Notwithstanding the foregoing, the Village agrees that

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up to six (6) commercial uses of not less than twenty thousand (20,000) square feet in a Unified Retail Center can have building fascia signs consisting of a six (6) foot sign envelope provided: (i) the majority of letters within said envelope are five (5) feet in height or less; and (ii) said signs are set back at least six hundred (600) feet from the highway from which the signs are intended to be viewed. In addition to the foregoing, the Village agrees that Purchaser shall have the right to construct and maintain the two primary identification signs for the shopping center on the North Parcel and the one (1) theatre marquee sign for the theatres to be located on said Parcel, in the location and of the dimensions depicted on the North Parcel Site Plan and the North Parcel Exterior Building Elevation Plan, attached hereto as, respectively, Exhibits D-1 and D-5. The Parties further acknowledge and agree that all other matters affecting signage on the Property during the Term of this Agreement shall be reviewed, considered and determined by, and only by, the Village Staff and Board of Trustees.

28. Time of Essence/Facilitation of Development.

Time is of the essence of this Agreement. The Village, Owner 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 Owner and Purchaser do hereby evidence their intention to fully comply

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with all Village requirements, as modified herein, 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 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, including the adoption of such ordinances and resolutions as may be necessary to implement the terms of this Agreement.

29. 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 or zoning of the Property is ruled invalid, in whole or in part, the Corporate Authorities, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the Parties; as disclosed by this Agreement, provided that the foregoing shall be undertaken at the expense of the Owner and/or Purchaser.

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30. Term of Agreement/Assignment/Amendment.

(a) This Agreement will be binding on all Parties for a term (the "Term") of twenty (20) years from the date of this Agreement. 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. The foregoing shall not be construed to extend any shorter time constraint imposed herein upon the duration of any matter specified in this Agreement.

(b) 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. 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, except that all outstanding security instruments shall remain in full force and effect if not replaced by a comparable letter of credit acceptable to the Village. Owner and Purchaser shall give notice to the Village of any such assignment.

(c) Amendments to this Agreement shall be in writing and with respect to the South Parcel, shall be executed by the Owner and the Village and, with respect to the North Parcel, shall be executed by the Owner, the Village and the Purchaser.

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31. Binding Effect of Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns (including successor members of the Corporate Authorities) and shall constitute a covenant running with the land.

32. 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.

33. Notices. Any notice required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested, or personally delivered, to the Parties at following addresses, or at such other addresses as the Parties may, by notice, designate:

If to Owner: c/o Continental National  
Bank & Trust Company of  
Chicago  
30 N. LaSalle Street  
Chicago, Illinois 60602  
Attn: Frank Nejd1

w/copies to: William G. Myers  
Rothschild, Barry & Myers  
Two First National Plaza  
Chicago, IL 60603

Harold W. Francke  
Rudnick & Wolfe  
Suite 2600  
30 N. LaSalle  
Chicago, IL 60602

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If to Purchaser: Robert Sholiton  
Vantage Companies  
3030 Salt Creek Lane  
Arlington Heights, IL 60005

w/copies to: Steve Pagnotta  
Steve Hovde  
Vantage Companies  
3030 Salt Creek Lane  
Arlington Heights, IL 60005

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

w/copies to: Adeline J. Geo-Karis  
2613 Sheridan Road  
Zion, Illinois 60099

Berle L. Schwartz  
Suite 210  
1921 St. Johns Avenue  
Highland Park, IL 60035

Notices shall be deemed received given on the fifth (5th) business day following deposit in the U.S. Mail, if given by certified mail as aforesaid, and upon receipt, if personally delivered.

34. Default. In the event Owner or Purchaser default in their performance of their obligations set forth in this Agreement, then the Village, shall upon written 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

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way hinder the development of the non-defaulting party's portion of the Property. This Paragraph shall not affect the rights and obligations of the Parties under Paragraphs 16 and 17 of this Agreement.

35. Remedies.

(a) Any party to this Agreement may, either in law or equity, by suit, action, mandamus or other proceedings, enforce or compel performance of this Agreement pursuant to Chapter 24, Section 11-15.1-4. No action taken by any party hereto pursuant to the provisions of this Paragraph 35 or pursuant to the provisions of any other Paragraph of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any party at law or in equity.

(b) In the event of a material breach of this Agreement, the Parties agree that the party alleged to be in breach shall have thirty (30) days after notice of said breach to correct the same prior to the non-breaching party's seeking of any remedy provided for herein (provided, however, that said thirty (30) day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same).

(c) If any of the Parties shall fail to perform any of its obligations hereunder, and the party affected by such default shall have given written notice of such default to the

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defaulting party, and such defaulting party shall have failed to cure such default within thirty (30) days of such default notice, then (provided, however, that said thirty (30) day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same), in addition to any and all other remedies that may be available, either in law or equity, the party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default. In such event, the defaulting party hereby agrees to pay and reimburse the party affected by such default for all reasonable costs and expenses (including attorneys' fees and litigation expenses) incurred by it in connection with action taken to cure such default.

(d) The failure of the Parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

36. Trustees' Authority. The Trustees executing this Agreement represent and warrant that they constitute a majority of the presently acting Successor Trustees under Declaration of Trust executed August 12, 1935 by John F. Cuneo and that a

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majority of such Trustees is authorized and empowered to act for and to bind all of such Trustees.

37. Trustees' 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 Agreement 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 Agreement or any agreement of said Trustee in this Agreement contained, either express or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the Village, the Owner and the Purchaser have caused this Agreement to be executed by their

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respective proper officials duly authorized to execute the same on the day and the year first above written.

THE VILLAGE OF VERNON HILLS, an Illinois municipal corporation

Attest:

By: *James Karstang*  
Its: Village Clerk

By: *Phillip J. Elch*  
Its: \_\_\_\_\_

VANTAGE PROPERTIES, INC., a Texas corporation

Attest:

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

By: *m. [Signature]*  
Its: VICE PRESIDENTS

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, JOHN F. CUNEO, JR., CONSUELA CUNEO MCALISTER, CHARLES L. MCEVOY and WILLIAM G. MYERS, as Successor Trustees under Declaration of Trust dated August 12, 1935.

By:

*[Signature]*  
JOHN F. CUNEO, JR.

*Charles L. Mcevoy*  
CHARLES L. MCEVOY

*William G. Myers*  
WILLIAM G. MYERS

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

By: *[Signature]*  
Vice President

Being a majority of said Trustees.

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STATE OF ILLINOIS )  
COUNTY OF Cook ) ss.  
~~LAKE~~ )

I, the undersigned, a Notary Public in and for the County and State aforsaid, do hereby certify that Robert D. Solito and James D. Madala, personally known to me to be the Vice-President and Assistant Secretary, respectively, of VANTAGE PROPERTIES, INC., a Texas corporation, and 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 severally acknowledged that as such Vice-President and Assistant Secretary, they signed and delivered the said instrument as Vice-President and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 24<sup>th</sup> day of December, 1986.

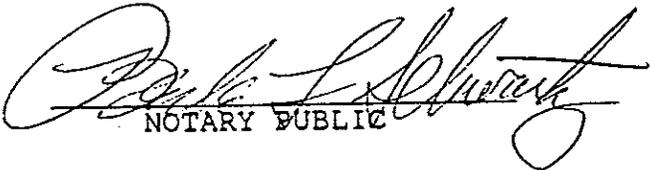
Mary Judith Bahlitz  
Notary Public  
Expires: 3/20/90

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STATE OF ILLINOIS     )  
                                  ) ss.  
COUNTY OF L A K E     )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Phillip L. Ellis and Jeanne Korstanzje, personally known to me to be the VILLAGE President and Clerk, respectively, of the VILLAGE OF VERNON HILLS, and 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 severally acknowledged that as such President and Clerk, they signed and delivered the said instrument as such President and Clerk of said VILLAGE, and caused the corporate seal of said VILLAGE to be affixed thereto, pursuant to authority, given by the Board of Trustees of said VILLAGE as their free and voluntary act, and as the free and voluntary act and deed of said VILLAGE, for the uses and purposes therein set forth.

Given under my hand and official seal, this 29<sup>th</sup> day of December, 1986.

  
NOTARY PUBLIC

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Joan M. Dawson, a Notary Public in and for said County in the State aforesaid, do hereby certify that FRANK L. NEJDL, as Vice-President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice-President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 30<sup>th</sup> day of December, 1986.

Joan M. Dawson  
Notary Public

My Commission Expires:  
11-26-87

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Joan M. Dawson, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that JOHN F. CUNEO, JR., personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that, as Trustee as aforesaid, he signed and delivered the said instrument for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30<sup>th</sup> day of December, 1986.

Joan M. Dawson  
Notary Public

My Commission Expires:  
11-26-87



EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF SECTION 3, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF STATE ROUTE 60 AND THE CENTER LINE OF MILWAUKEE AVENUE; THENCE NORTH 88 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE CENTER LINE OF ROUTE 60, 1438.00 FEET TO THE CENTER LINE OF THE DES PLAINES RIVER; THENCE SOUTH 29 DEGREES 44 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE, 350.05 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE, 527.00 FEET; THENCE SOUTH 38 DEGREES 03 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE, 393.00 FEET; THENCE SOUTH 11 DEGREES 51 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE, 350.80 FEET; THENCE SOUTH 07 DEGREES 14 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE, 360.00 FEET; THENCE SOUTH 11 DEGREES 45 MINUTES 30 SECONDS WEST ALONG SAID CENTER LINE, 283.00 FEET; THENCE SOUTH 22 DEGREES 31 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE, 592.00 FEET; THENCE SOUTH 02 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE, 550.00 FEET; THENCE SOUTH 26 DEGREES 41 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE, 900.00 FEET; THENCE SOUTH 01 DEGREES 12 MINUTES 30 SECONDS WEST ALONG SAID CENTER LINE, 585.00 FEET; THENCE SOUTH 53 DEGREES 52 MINUTES 30 SECONDS WEST ALONG SAID CENTER LINE, 410.20 FEET TO THE NORTH LINE OF THE GLEN A. LLOYD PROPERTY (SAID LLOYD PROPERTY BEING DESCRIBED IN RECORDED DEED DOCUMENT NO. 431724); THENCE NORTH 88 DEGREES 53 MINUTES 00 SECONDS WEST ALONG SAID NORTH LINE OF SAID LLOYD PROPERTY, 369.80 FEET TO A PROPERTY CORNER OF SAID LLOYD PROPERTY; THENCE SOUTH 53 DEGREES 18 MINUTES 00 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID LLOYD PROPERTY, 792.30 FEET TO THE SOUTHEAST CORNER OF PERCY WILSON'S RIVERVIEW ACRES; THENCE NORTH 11 DEGREES 43 MINUTES 00 SECONDS WEST ALONG THE EASTERLY LINE OF PERCY WILSON'S RIVERVIEW ACRES, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SAID SECTION 3, 1341.00 FEET TO THE NORTHEAST CORNER OF SAID PERCY WILSON'S RIVERVIEW ACRES; THENCE NORTH 88 DEGREES 53 MINUTES 00 SECONDS WEST ALONG SAID NORTH LINE OF PERCY WILSON'S RIVERVIEW ACRES, 707.17 FEET TO THE CENTER LINE OF MILWAUKEE AVENUE; THENCE NORTH 12 DEGREES 10 MINUTES 00 SECONDS WEST ALONG SAID CENTER LINE, 1240.36 FEET; THENCE NORTH 10 DEGREES 44 MINUTES 00 SECONDS WEST ALONG SAID CENTER LINE, 1264.62 FEET; THENCE NORTH 06 DEGREES 25 MINUTES 10 SECONDS WEST ALONG SAID CENTER LINE, 1291.40 FEET TO THE CENTER LINE OF STATE ROUTE 60 AND THE PLACE OF BEGINNING (EXCEPTING THAT PART THEREOF FALLING IN THE RICHARD A. WARD PROPERTY, SAID WARD PROPERTY BEING DESCRIBED IN RECORDED DEED DOCUMENT NO. 688800 AND EXCEPTING THEREFROM ALL THAT PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF THE SOUTHERLY LINE OF STATE ROUTE 60, WESTERLY OF THE CENTER LINE OF THE DES PLAINES RIVER, NORTHERLY OF THE NORTH LINE OF SECTION 3, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND EASTERLY OF A LINE DESCRIBED AS COMMENCING ON THE NORTH LINE OF SAID SECTION 3, 1177 FEET EAST OF THE NORTHWEST CORNER THEREOF AND THENCE NORTH 02 DEGREES 48 MINUTES 11 SECONDS WEST, FORMING AN ANGLE OF 88 DEGREES 13 MINUTES 35 SECONDS, AS MEASURED FROM WEST TO NORTH, WITH SAID NORTH LINE, AND ALSO THAT PART OF SECTION 3, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 3, 1177 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 SECTION AS THE PLACE OF BEGINNING; THENCE SOUTH 02 DEGREES 48 MINUTES 11 SECONDS EAST, FORMING AN ANGLE OF 91 DEGREES 46 MINUTES 25 SECONDS, AS MEASURED FROM WEST TO SOUTH, WITH SAID NORTH LINE, 546.00 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 40 SECOND EAST, 410.00 FEET; THENCE SOUTH 45

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DEGREES EAST, 833.00 FEET, MORE OR LESS, TO A POINT 500.00 FEET WEST OF THE CENTER LINE OF SECTION 3; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL WITH AND 500.00 FEET WEST OF SAID CENTER LINE OF SECTION 3 TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 3; THENCE SOUTHEASTERLY 746.00 FEET, MORE OR LESS, TO A POINT 220.00 FEET WEST OF THE CENTER LINE OF SAID SECTION 3, SAID POINT BEING 690.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3; THENCE SOUTHWESTERLY 1748.00 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF LOT 4 OF PERCY WILSON'S RIVERVIEW ACRES, SAID POINT BEING 200.00 FEET NORTHWEST OF THE SOUTHEAST CORNER OF LOT 5 IN PERCY WILSON'S RIVERVIEW ACRES; THENCE SOUTHEASTERLY 200 FEET ALONG THE EAST LINE OF PERCY WILSON'S RIVERVIEW ACRES TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE NORTH 53 DEGREES 18 MINUTES EAST 792.30 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SECTION 3 TO THE CENTER LINE OF THE DES PLAINES RIVER; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF THE DES PLAINES RIVER TO THE NORTH LINE OF SECTION 3; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 3 TO THE PLACE OF BEGINNING), TOGETHER WITH ALL THAT PART OF TOWN LINE ROAD (ILLINOIS ROUTE NO. 60) LYING NORTH OF AND ADJOINING THE AFOREDESCRIBED TRACT OF LAND AND FALLING IN UNINCORPORATED LAKE COUNTY, ILLINOIS AND TOGETHER WITH ALL THAT PART OF MILWAUKEE AVENUE (ILLINOIS ROUTE NO. 21) LYING WEST OF AND ADJOINING THE AFOREDESCRIBED TRACT OF LAND AND FALLING IN UNINCORPORATED LAKE COUNTY, ILLINOIS.

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## EXHIBIT B

### NORTH PARCEL LEGAL DESCRIPTION

That part of the Southwest Quarter of Section 34, Township 44 North, Range 11 and that part of the Northwest Quarter of Section 3, Township 43 North, Range 11 East of the Third Principal Meridian described as follows: Beginning at a point on the North line of the Northwest Quarter of said Section 3, 1177.00 feet East of the Northwest corner thereof: thence the following three (3) courses and distances along the Westerly line of the Lake County Forest Preserve as monumented: 1) S 03°23'50" E 546.09 feet; 2) thence N 88°42'19" E 410.06 feet; 3) thence S 45°33'55" E 798.53 feet; thence leaving said Westerly line and running S 78°52'37" W 1817.47 feet to a point on a curve being the Easterly right-of-way line of State Route 21 (Milwaukee Avenue) per Document No. 339739; thence Northwesterly along the arc of a curve being the Easterly right-of-way line of said State Route 21 as monumented and occupied, being concave to the Northeast, having a radius of 11603.44 feet, having a chord bearing of N 09°33'17" W for a distance of 635.25 feet to a point of tangency; thence N 07°59'11" W along said Easterly right-of-way line of State Route 21 as monumented and occupied a distance of 739.24 feet to a point of curvature said point being also on the Southerly line of a public roadway known as State Route 60 per Document No. 339740; thence the following five (5) courses and/or distances along the Southerly line of said State Route 60: 1) Northeasterly along the arc of a curve being concave to the Southeast, having a radius of 55.0 feet, having a chord bearing of N 39°20'41" E for a distance of 90.87 feet to a point of tangency; 2) thence N 86°40'34" E 386.02 feet to a point of curvature; 3) thence Easterly along the arc of a curve being concave to the North, having a radius of 1002.90 feet, having a chord bearing of N 83°48'51" E for a distance of 100.19 feet to a point of reverse curvature; 4) thence Easterly along the arc of a curve being concave to the South, having a radius of 1002.90 feet, having a chord bearing of N 83°48'51" E for a distance of 100.19 feet to a point of tangency; 5) thence N 86°40'34" E 341.44 feet to a point on the Northerly prolongation of the Westerly line of the Lake County Forest Preserve as monumented; thence S 03°23'50" E along said last described line 39.29 feet to the place of beginning; said parcel of land herein described contains 40.000 acres, more or less, all in Lake County, Illinois.

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## EXHIBIT C

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## SOUTH PARCEL LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF SECTION 3, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF STATE ROUTE 60 AND THE CENTER LINE OF MILWAUKEE AVENUE; THENCE NORTH 88 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE CENTER LINE OF ROUTE 60, 1438.00 FEET TO THE CENTER LINE OF THE DES PLAINES RIVER; THENCE SOUTH 29 DEGREES 44 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE, 350.05 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE, 527.00 FEET; THENCE SOUTH 38 DEGREES 03 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE, 393.00 FEET; THENCE SOUTH 11 DEGREES 51 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE, 350.80 FEET; THENCE SOUTH 07 DEGREES 14 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE, 360.00 FEET; THENCE SOUTH 11 DEGREES 45 MINUTES 30 SECONDS WEST ALONG SAID CENTER LINE, 283.00 FEET; THENCE SOUTH 22 DEGREES 31 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE, 592.00 FEET; THENCE SOUTH 02 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE, 550.00 FEET; THENCE SOUTH 26 DEGREES 41 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE, 900.00 FEET; THENCE SOUTH 01 DEGREES 12 MINUTES 30 SECONDS WEST ALONG SAID CENTER LINE, 585.00 FEET; THENCE SOUTH 53 DEGREES 52 MINUTES 30 SECONDS WEST ALONG SAID CENTER LINE, 410.20 FEET TO THE NORTH LINE OF THE GLEN A. LLOYD PROPERTY (SAID LLOYD PROPERTY BEING DESCRIBED IN RECORDED DEED DOCUMENT NO. 431724); THENCE NORTH 88 DEGREES 53 MINUTES 00 SECONDS WEST ALONG SAID NORTH LINE OF SAID LLOYD PROPERTY, 369.80 FEET TO A PROPERTY CORNER OF SAID LLOYD PROPERTY; THENCE SOUTH 53 DEGREES 18 MINUTES 00 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID LLOYD PROPERTY, 792.30 FEET TO THE SOUTHEAST CORNER OF PERCY WILSON'S RIVERVIEW ACRES; THENCE NORTH 11 DEGREES 43 MINUTES 00 SECONDS WEST ALONG THE EASTERLY LINE OF PERCY WILSON'S RIVERVIEW ACRES, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SAID SECTION 3, 1341.00 FEET TO THE NORTHEAST CORNER OF SAID PERCY WILSON'S RIVERVIEW ACRES; THENCE NORTH 88 DEGREES 53 MINUTES 00 SECONDS WEST ALONG SAID NORTH LINE OF PERCY WILSON'S RIVERVIEW ACRES, 707.17 FEET TO THE CENTER LINE OF MILWAUKEE AVENUE; THENCE NORTH 12 DEGREES 10 MINUTES 00 SECONDS WEST ALONG SAID CENTER LINE, 1240.36 FEET; THENCE NORTH 10 DEGREES 44 MINUTES 00 SECONDS WEST ALONG SAID CENTER LINE, 1264.62 FEET; THENCE NORTH 06 DEGREES 25 MINUTES 10 SECONDS WEST ALONG SAID CENTER LINE, 1291.40 FEET TO THE CENTER LINE OF STATE ROUTE 60 AND THE PLACE OF BEGINNING (EXCEPTING THAT PART THEREOF FALLING IN THE RICHARD A. WARD PROPERTY, SAID WARD PROPERTY BEING DESCRIBED IN RECORDED DEED DOCUMENT NO. 688800 AND EXCEPTING THEREFROM ALL THAT PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF THE SOUTHERLY LINE OF STATE ROUTE 60, WESTERLY OF THE CENTER LINE OF THE DES PLAINES RIVER, NORTHERLY OF THE NORTH LINE OF SECTION 3, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND EASTERLY OF A LINE DESCRIBED AS COMMENCING ON THE NORTH LINE OF SAID SECTION 3, 1177 FEET EAST OF THE NORTHWEST CORNER THEREOF AND THENCE NORTH 02 DEGREES 48 MINUTES 11 SECONDS WEST, FORMING AN ANGLE OF 88 DEGREES 13 MINUTES 35 SECONDS, AS MEASURED FROM WEST TO NORTH, WITH SAID NORTH LINE, AND ALSO THAT PART OF SECTION 3, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 3, 1177 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 SECTION AS THE PLACE OF BEGINNING; THENCE SOUTH 02 DEGREES 48 MINUTES 11 SECONDS EAST, FORMING AN ANGLE OF 91 DEGREES 46 MINUTES 25 SECONDS, AS MEASURED FROM WEST TO SOUTH, WITH SAID NORTH LINE, 546.00 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 40 SECOND EAST, 410.00 FEET; THENCE SOUTH 45

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except

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Easterly along the arc of a curve being concave to the South, having a radius of 1002.90 feet, having a chord bearing of N 83°48'51" E for a distance of 100.19 feet to a point of tangency; 5) thence N 86°40'34" E 341.44 feet to a point on the Northerly prolongation of the Westerly line of the Lake County Forest Preserve as monumented; thence S 03°23'50" E along said last described line 39.29 feet to the place of beginning; said parcel of land herein described contains 40.000 acres, more or less, all in Lake County, Illinois.

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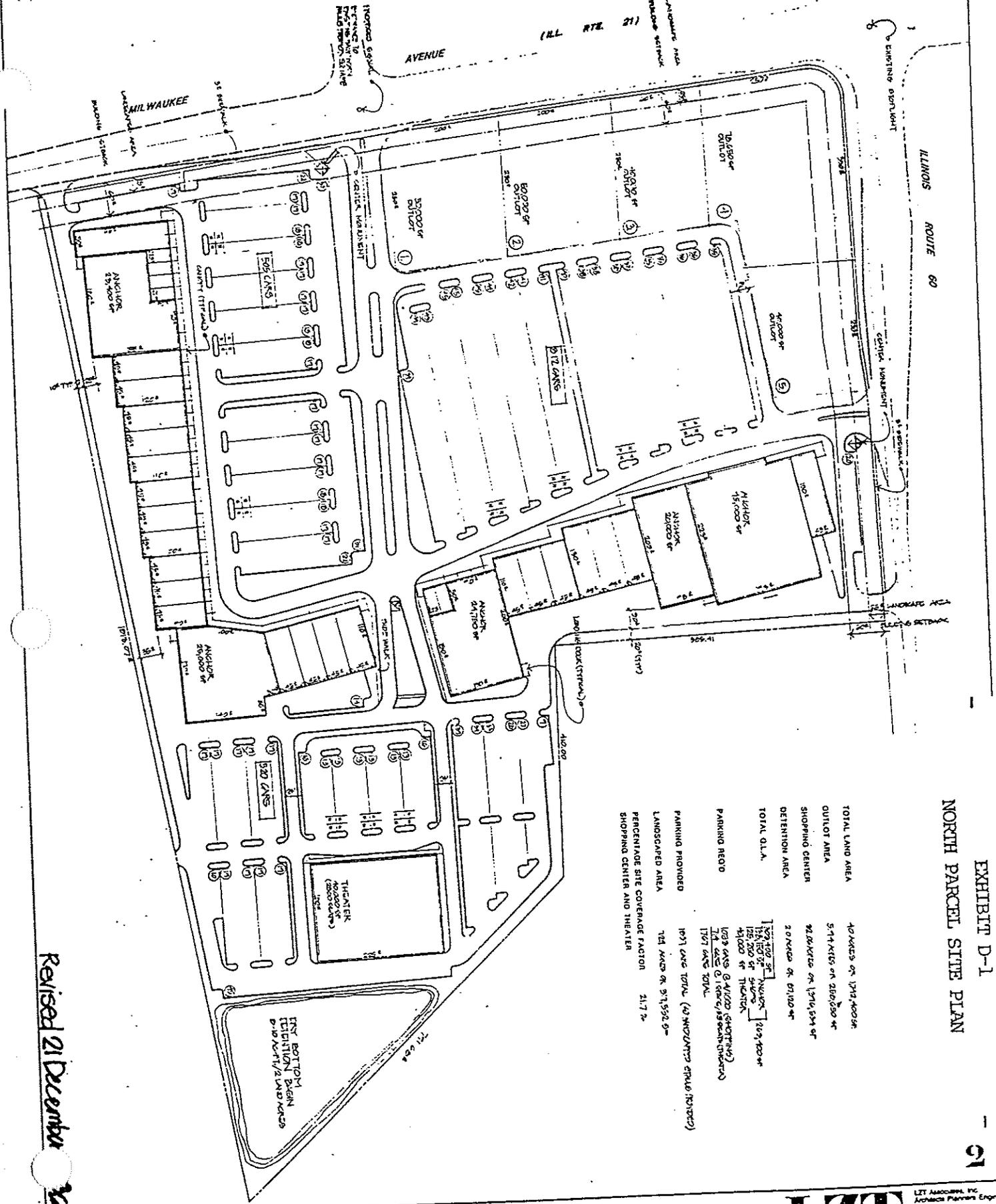


EXHIBIT D-1  
NORTH PARCEL SITE PLAN

TOTAL LAND AREA	40 ACRES OR 1,714,400 SQ. FT.
OUTLOT AREA	5,114 ACRES OR 220,000 SQ. FT.
SHOPPING CENTER	42,000 ACRES OR 1,716,500 SQ. FT.
DETENTION AREA	20 ACRES OR 871,000 SQ. FT.
TOTAL D.L.A.	108,000 SQ. FT. (2,974,000 SQ. FT.)
PARKING REQ'D	108,000 SQ. FT. (2,974,000 SQ. FT.)
PARKING PROVIDED	107,100 SQ. FT. (2,678,000 SQ. FT.)
LANDSCAPED AREA	701 ACRES OR 31,550 SQ. FT.
PERCENTAGE SITE COVERAGE FACTOR	21.7 %
SHOPPING CENTER AND THEATER	

Revised 21 December 76



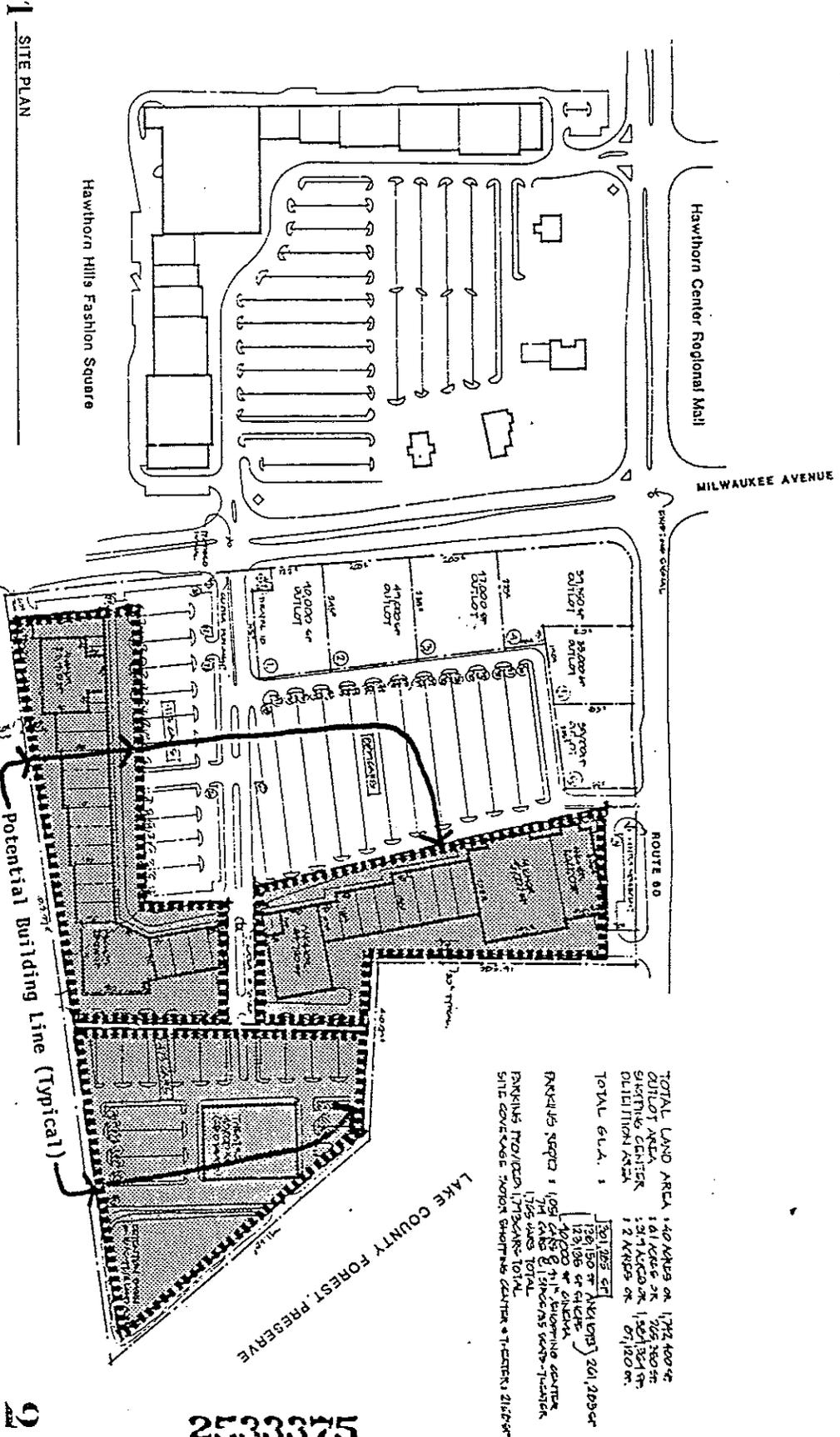
CHICAGO DIVISION  
3030 Salt Creek Lane  
Arlington Heights, Illinois 60005

HAWTHORN II  
ROUTE 60 & MILWAUKEE AVENUE  
FINAL REVIEW PACKAGE - 10 DEC 86



LZT Associates, Inc.  
Architect-Planners-Engineers  
444 North Wells Street  
Chicago, Illinois 60610  
312 867-1822

EXHIBIT D-2  
NORTH PARCEL BUILDING ENVELOPE PLAN



TOTAL LAND AREA	140 ACRES OR 1,712,400 sq ft
OUTLOT AREA	141 ACRES OR 1,725,360 sq ft
SKETCHED CENTER	131.7 ACRES OR 1,581,264 sq ft
DEVELOPMENT AREA	1.2 ACRES OR 67,120 sq ft
TOTAL G.L.A.	1,719,384 sq ft
	201,209 sq ft
	1,518,175 sq ft
PERKINS SEPT 14, 1987	1,518,175 sq ft
PERKINS PROVIDED 1,719,384 sq ft	1,719,384 sq ft
SITE COVERAGES: 70% (SHOULD BE CENTER + T-CENTERS) 212,500	

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**Vantage**

CHICAGO DIVISION  
3030 Salt Creek Lane  
Arlington Heights, Illinois 60005

HAWTHORN II  
ROUTE 60 & MILWAUKEE AVENUE  
Date:

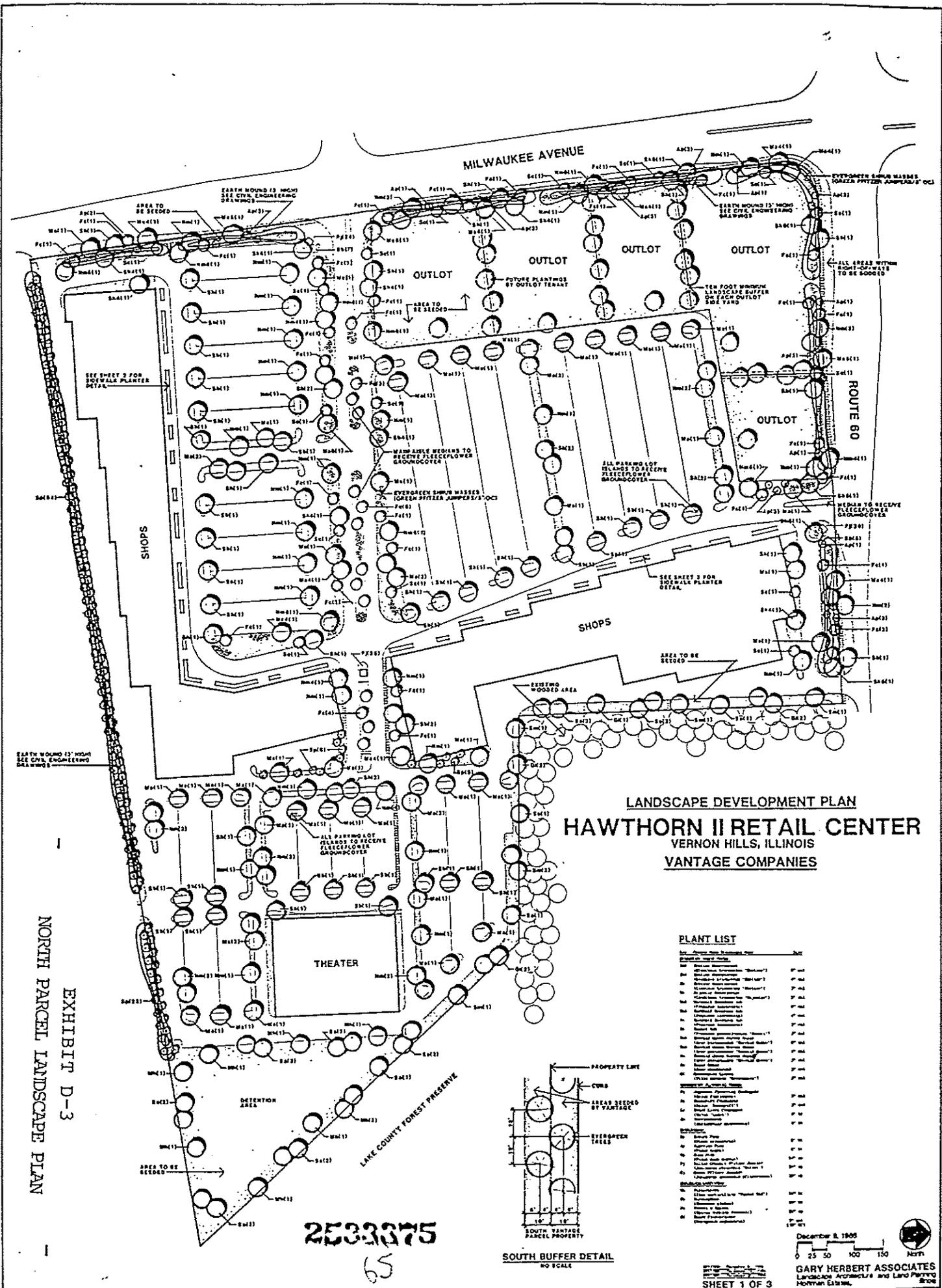


MTI Associates, Inc.  
Architectural Planners & Engineers  
444 North Wells Street  
Chicago, Illinois 60610  
312 661-1922

BUILDING ENVELOPE PLAN

1 SITE PLAN

2



MILWAUKEE AVENUE

ROUTE 60

SHOPS

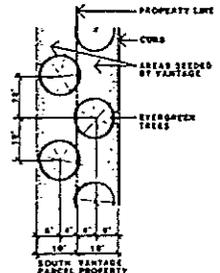
SHOPS

THEATER

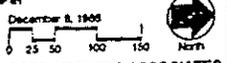
**LANDSCAPE DEVELOPMENT PLAN**  
**HAWTHORN II RETAIL CENTER**  
 VERNON HILLS, ILLINOIS  
 VANTAGE COMPANIES

**PLANT LIST**

NO.	PLANT NAME	QUANTITY	DATE
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SOUTH BUFFER DETAIL  
NO SCALE



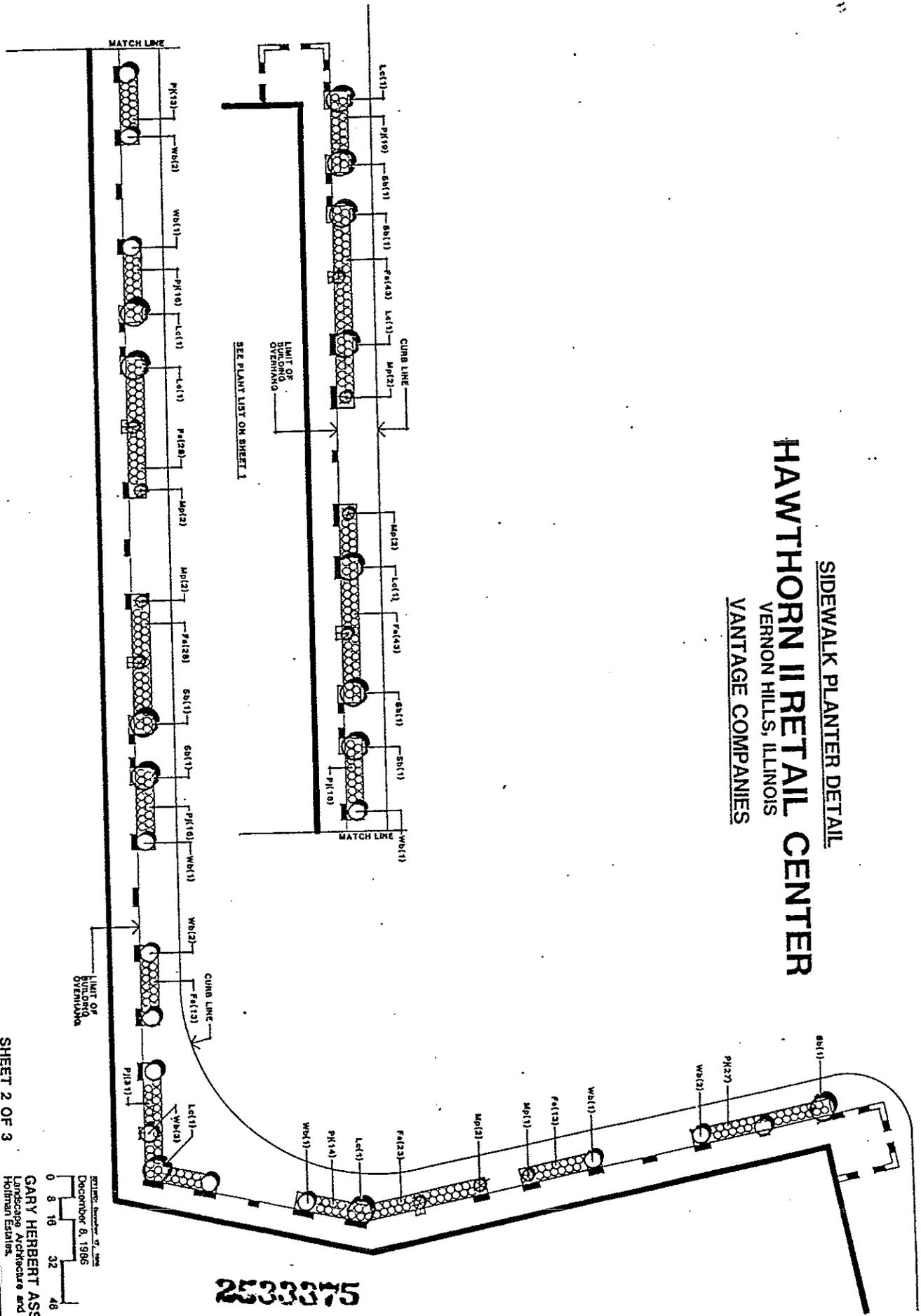
December 8, 1990  
 GARY HERBERT ASSOCIATES  
 Landscape Architecture and Land Planning  
 Hoffman Estates, Illinois

NORTH PARCEL LANDSCAPE PLAN  
 EXHIBIT D-3

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**SIDEWALK PLANTER DETAIL**  
**HAWTHORN II RETAIL CENTER**  
 VERNON HILLS, ILLINOIS  
**VANTAGE COMPANIES**

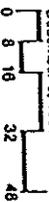


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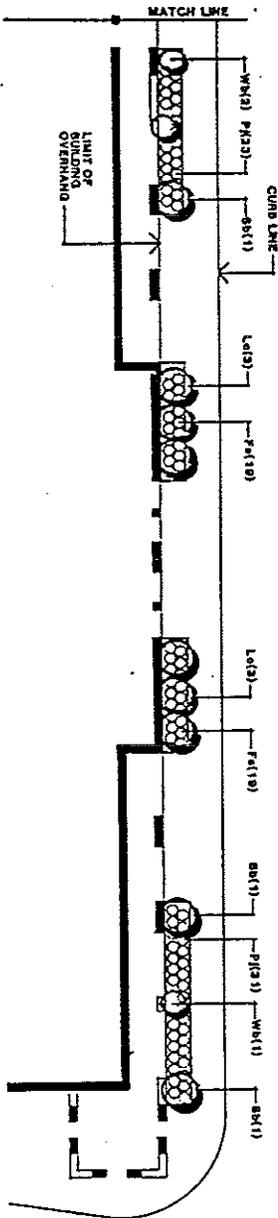
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SHEET 2 OF 3

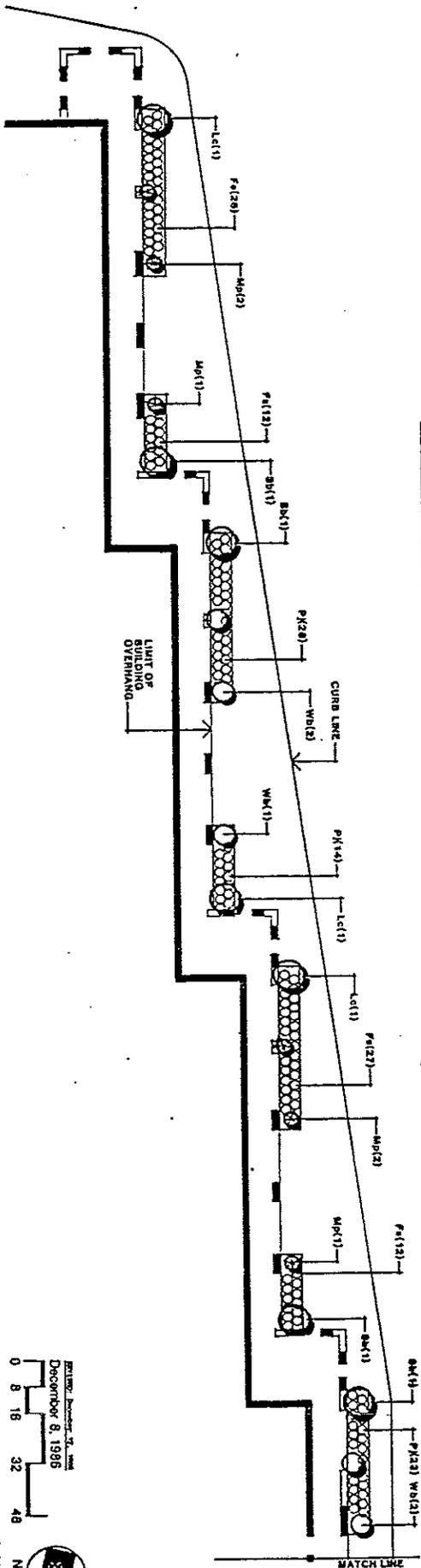
DATE: December 7, 1965  
 DRAWING: December 8, 1965  
**GARY HERBERT ASSOCIATES**  
 Landscape Architecture and Land Planning  
 Hoffman Estates, Illinois



**SIDEWALK PLANTER DETAIL**  
**HAWTHORN II RETAIL CENTER**  
 VERNON HILLS, ILLINOIS  
 VANTAGE COMPANIES



SEE PLANT LIST ON SHEET 1



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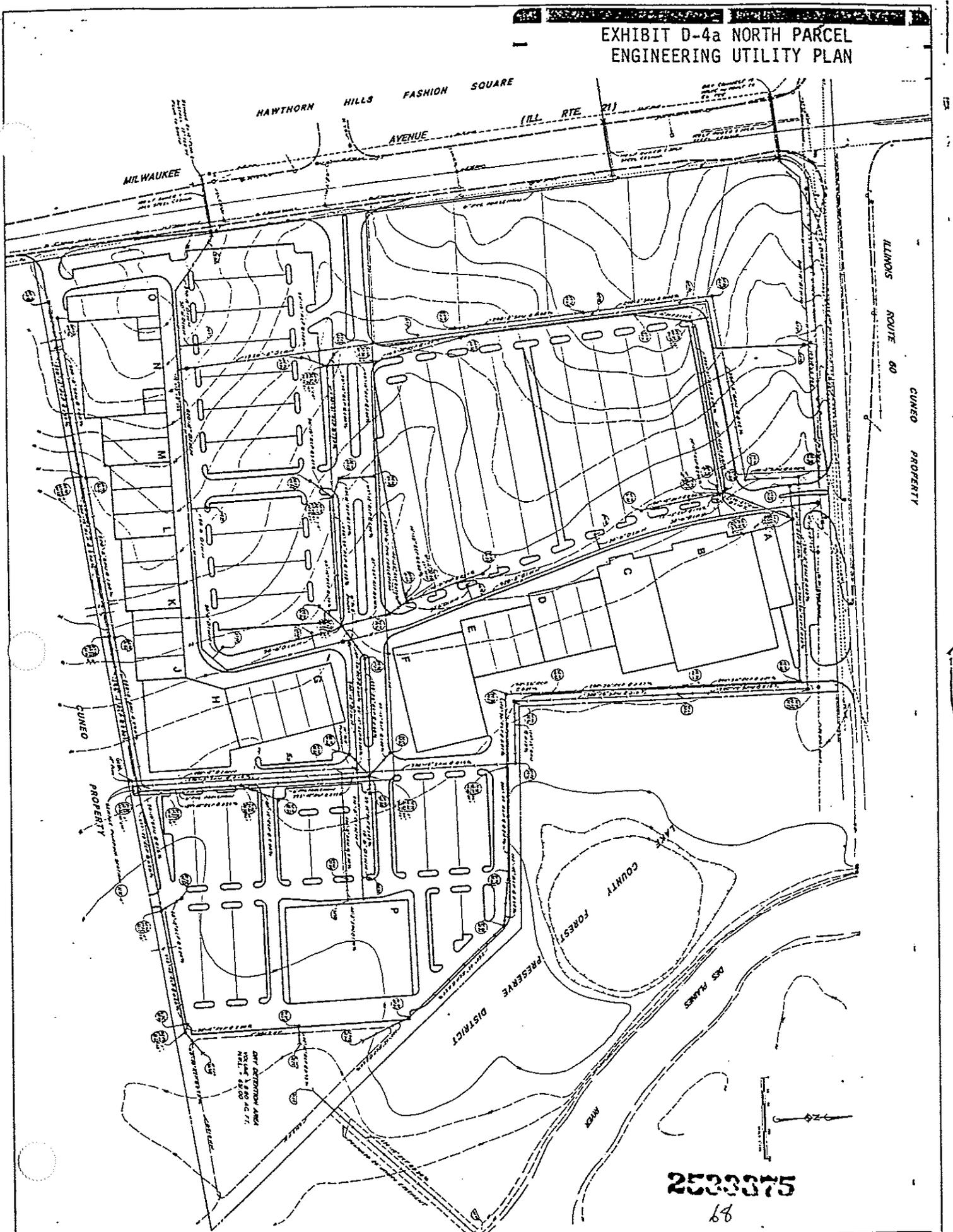
SHEET 3 OF 3

GARY HERBERT ASSOCIATES  
 Landscape Architecture and Land Planning  
 Holman Estabrook

December 8, 1986  
 0 8 18 32 48  
 North

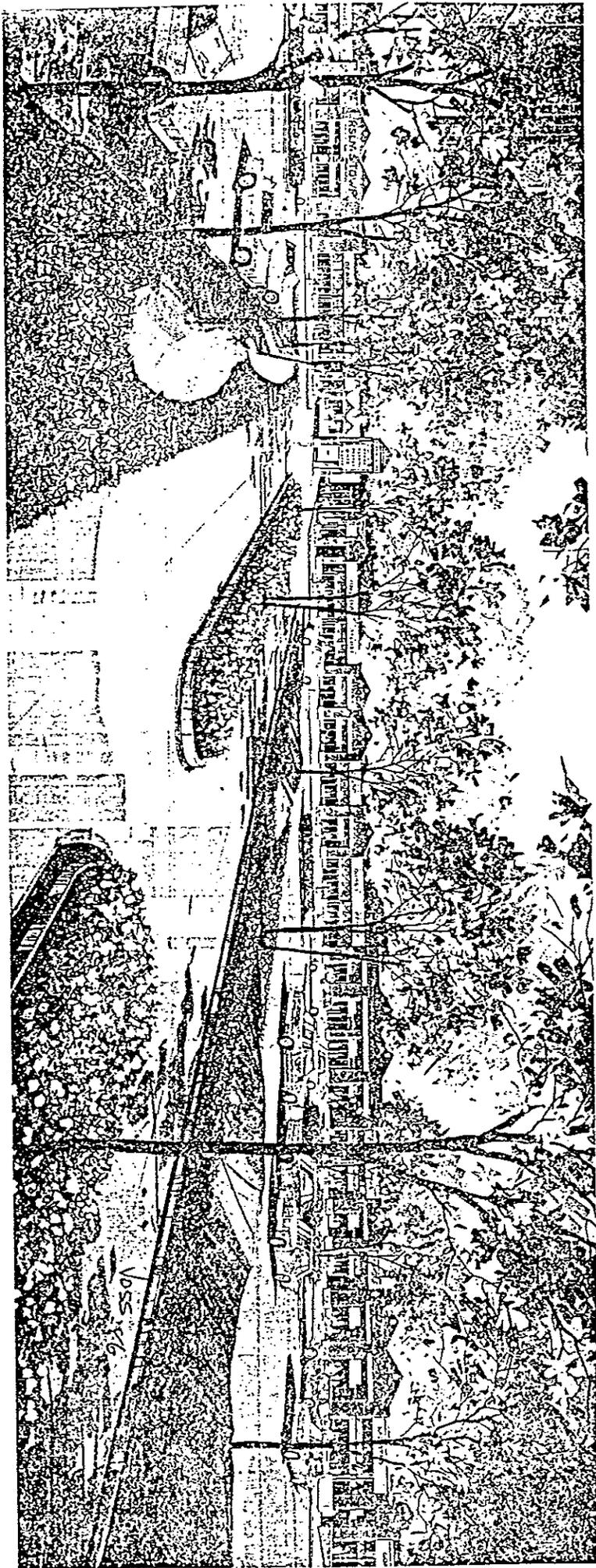


EXHIBIT D-4a NORTH PARCEL  
ENGINEERING UTILITY PLAN



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EXHIBIT D-5  
NORTH PARCEL EXTERIOR BUILDING  
ELEVATION PLAN



REGISTERED ARCHITECT NO. 14

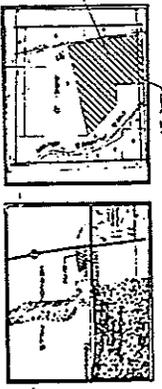
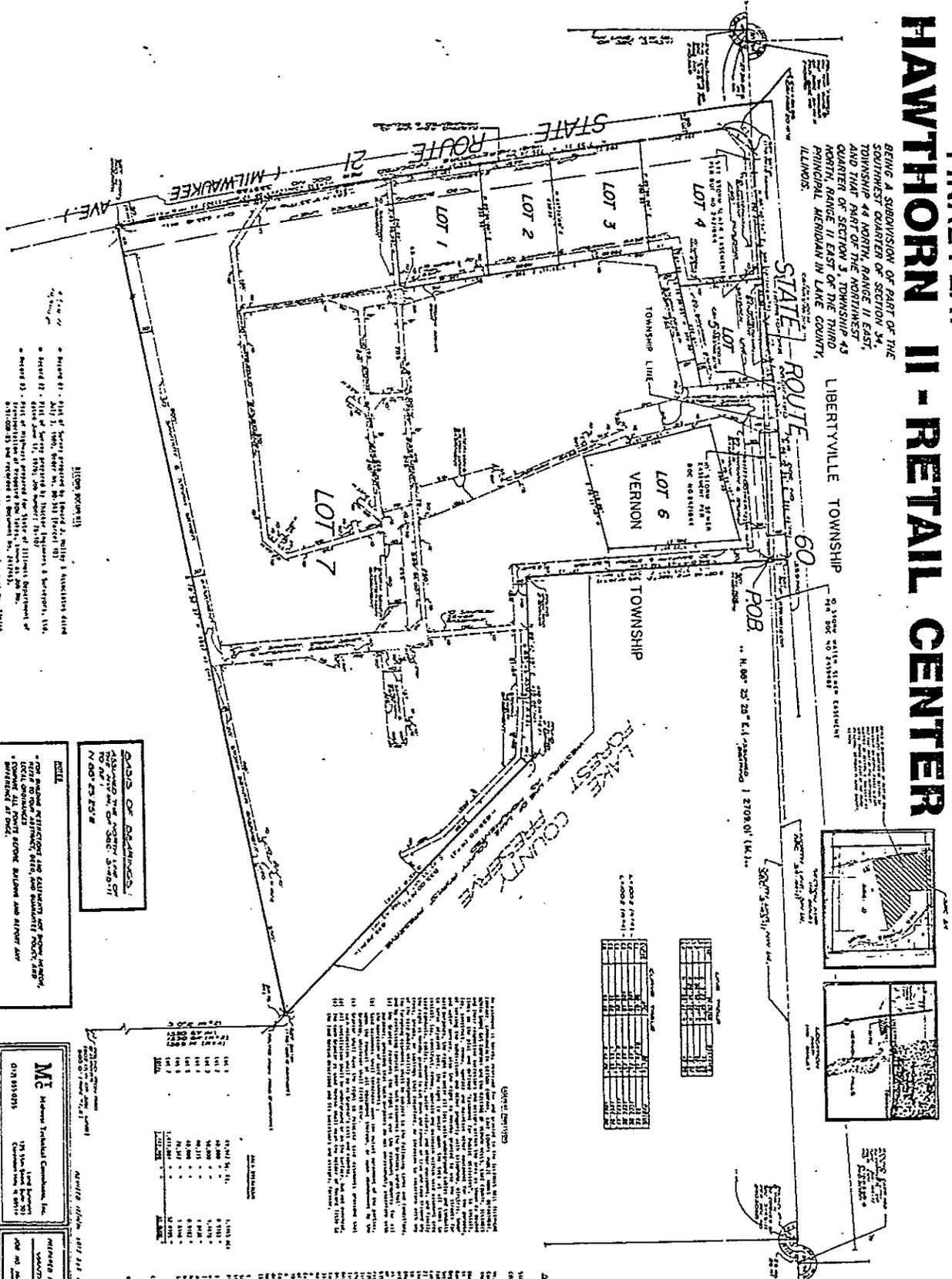
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# FINAL PLAT HAWTHORN II - RETAIL CENTER

BEING A SUBDIVISION OF PART OF THE  
SOUTHWEST QUARTER OF SECTION 34,  
TOWNSHIP 43 NORTH, RANGE 11 EAST,  
AND THAT PART OF THE NORTHWEST  
QUARTER OF SECTION 3, TOWNSHIP 43  
NORTH, RANGE 11 EAST OF THE THIRD  
PRINCIPAL MERIDIAN IN LAKE COUNTY,  
ILLINOIS.



Lot	Area (sq. ft.)	Area (sq. rods)
1	10,000	0.2296
2	10,000	0.2296
3	10,000	0.2296
4	10,000	0.2296
5	10,000	0.2296
6	10,000	0.2296
7	10,000	0.2296

**COVENANTS**

1. The lots shown on this plat are to be used for retail commercial purposes only.

2. The owner of any lot shall not use the same for any purpose other than that for which it is zoned.

3. The owner of any lot shall not use the same for any purpose other than that for which it is zoned.

4. The owner of any lot shall not use the same for any purpose other than that for which it is zoned.

5. The owner of any lot shall not use the same for any purpose other than that for which it is zoned.

- Record 11 - Plat of Survey prepared by Robert J. Miller & Associates dated 11/11/83.
- Record 12 - Plat of Survey prepared by Robert J. Miller & Associates, Ltd. dated June 11, 1981, Job Number 78-10.
- Record 13 - Plat of Survey prepared for State of Illinois Department of Transportation dated 11/11/83 and received in Record No. 211513.
- Record 14 - Plat of Subdivision for Public Highway per Document No. 339114.

**PLAT OF LOTS**

FOR THE NORTH PARCEL PLAT OF SUBDIVISION  
HAWTHORN II - RETAIL CENTER

**FILE**

FOR THE NORTH PARCEL PLAT OF SUBDIVISION  
HAWTHORN II - RETAIL CENTER

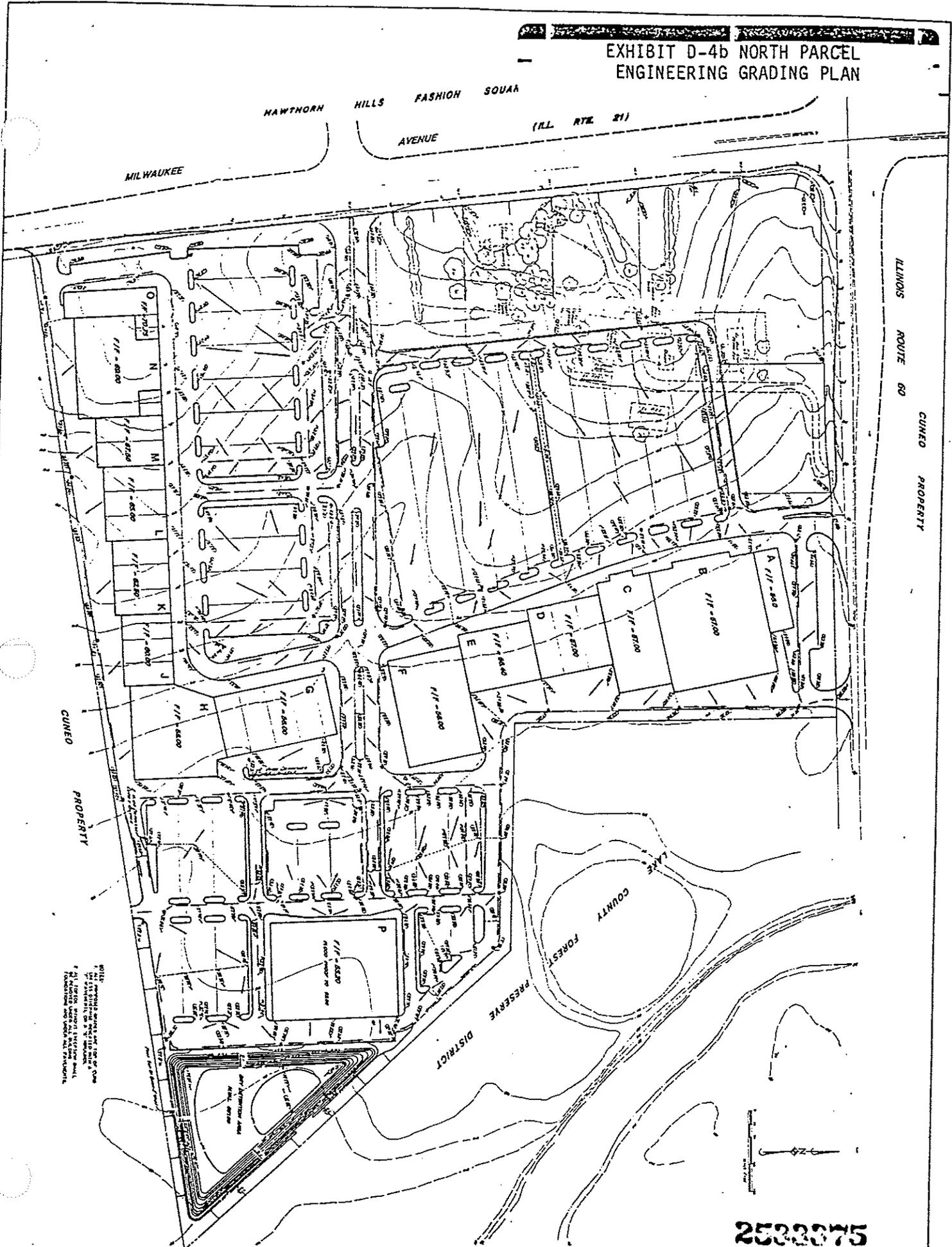
**Mc** Matthew Technical Consultants, Inc.

125 N. Main Street, Suite 201  
Chicago, Illinois 60610  
312.555.5555

**ATTORNEY FOR**  
HAWTHORN II - RETAIL CENTER

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EXHIBIT D-4b NORTH PARCEL  
ENGINEERING GRADING PLAN

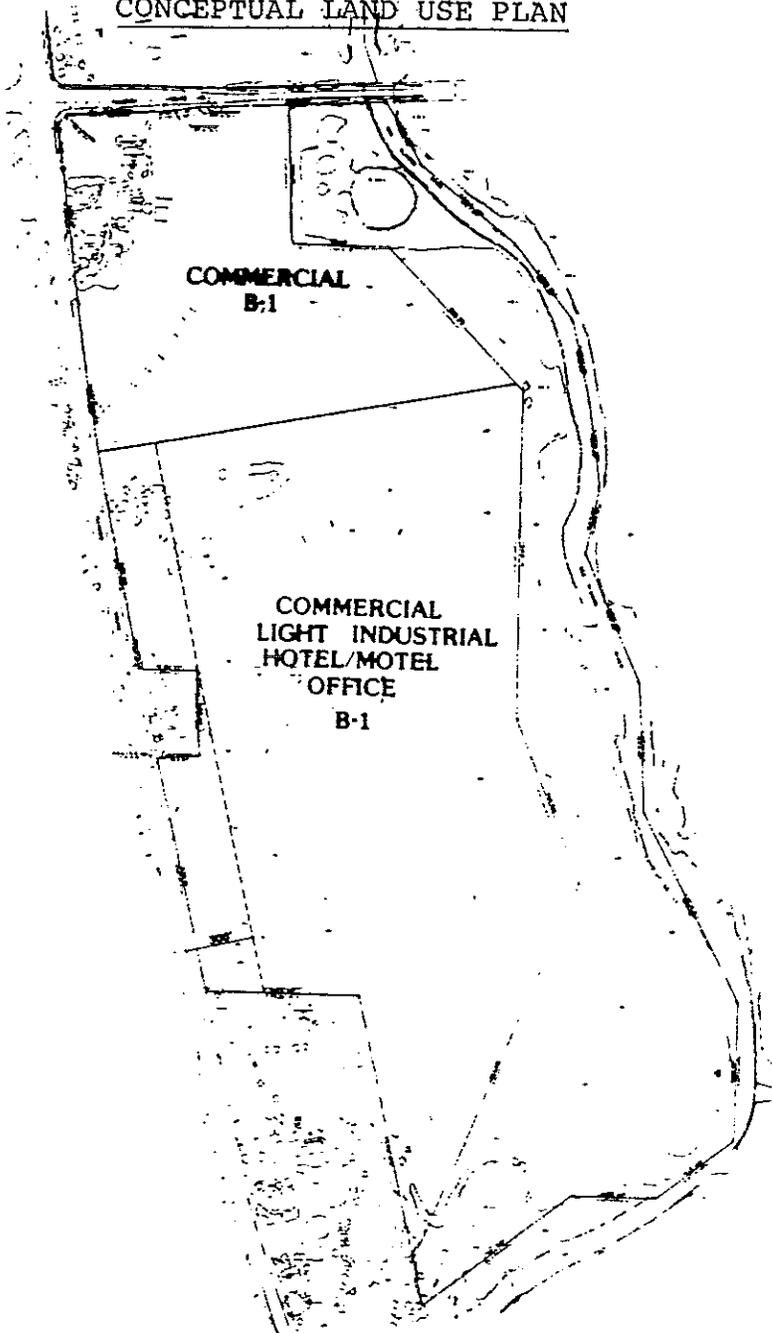


NOTE: 1. ALL ELEVATIONS ARE IN FEET UNLESS OTHERWISE SPECIFIED.  
2. ALL ELEVATIONS ARE TO FINISHED GRADE UNLESS OTHERWISE SPECIFIED.  
3. ALL ELEVATIONS ARE TO FINISHED GRADE UNLESS OTHERWISE SPECIFIED.

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EXHIBIT E

CONCEPTUAL LAND USE PLAN



AMENDED DECEMBER 18, 1986  
AND WORD DECEMBER 18, 1986  
NOVEMBER 1, 1986  
NOVEMBER 19, 1986

**HAWTHORN PROPERTIES**  
SOUTHEAST CORNER OF STATE ROUTE 81 AND STATE ROUTE 68  
IN LAKE COUNTY, ILLINOIS

CONCEPTUAL LAND USE PLAN

PREPARED BY  
**ALLEN L. KRACOWER & ASSOCIATES, INC.**

A north arrow pointing upwards and a scale bar are located in the bottom right corner of the page. The scale bar is marked with '0', '100', '200', '300', and '400' feet.