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Recorded: 10/06/2009 at 01:35:57 PM
Receipt#: 2009-00047337
Total Amt: \$30.00 Page 1 of 5
IL Rental Housing Fund: \$0.00
Lake County IL Recorder
Mary Ellen Vanderverter Recorder

File **6529094**

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2009-010

AN ORDINANCE ACCEPTING THE STORMWATER EASEMENT AGREEMENT
AND THE PLAT OF EASEMENT FOR STORM WATER MANAGEMENT ON THE
COLLEGE OF LAKE COUNTY SUBDIVISION, IN THE VILLAGE OF VERNON
HILLS, LAKE COUNTY, ILLINOIS

THE 18TH DAY OF MARCH 2009

Published in pamphlet form by the
Authority of the President and Board
Of Trustees of the Village of Vernon
Hills, Lake County, Illinois, this 19th
Day of March 2009

Please return original to:

VILLAGE OF VERNON HILLS
290 EVERGREEN DR
VERNON HILLS IL 60061-2999

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ORDINANCE NO. 2009 010

**AN ORDINANCE ACCEPTING THE
STORMWATER EASEMENT AGREEMENT
AND THE PLAT OF EASEMENT FOR
STORM WATER MANAGEMENT ON THE
COLLEGE OF LAKE COUNTY
SUBDIVISION, IN THE VILLAGE OF
VERNON HILLS, LAKE COUNTY, ILLINOIS**

WHEREAS, the Village of Vernon Hills wishes to approve the Plat of Easement for Stormwater Management dated January 23, 2009 a copy of which is attached hereto and made apart hereof as Exhibit A; and

WHEREAS, the Stormwater Management Easement on the College of Lake County (CLC) property was designed to collect storm water from the CLC, OPUS, and VHTC LLC properties located within the TIF District; and

WHEREAS, the Village of Vernon Hills wishes to enter into a "Stormwater Easement Agreement" with the College of Lake County dated March 17th, 2009 a copy of which is attached hereto and made apart hereof as Exhibit B; and

WHEREAS, it is in the public interest to approve the Plat of Easement for Stormwater Management; and execute the Storm Water Easement Agreement.

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

SECTION I. That the Plat of Easement for Stormwater Management dated January 23, 2009 is hereby approved, said plat is attached hereto as Exhibit A and is subject to the Village Engineers and Village Attorney approval.

SECTION II: That the President and Village Board execute the Stormwater Easement Agreement, said agreement is attached hereto as Exhibit B

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

SECTION IV. REPEAL AND SAVINGS CLAUSE. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall

affect any rights, actions or causes of action which shall have accrued to the Village of Vernon Hills prior to the effective date of this ordinance.

SECTION V. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

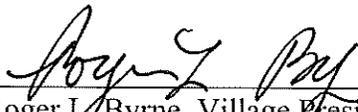
SECTION VI. ORDINANCE NUMBER. This ordinance shall be known as Ordinance Number 2009-010

Adopted by roll call vote as follows:

AYES: 6-Marquardt, Schultz, Schwartz, Williams, Hebda, Koch

NAYS: 0-None

ABSENT AND NOT VOTING: 0-None

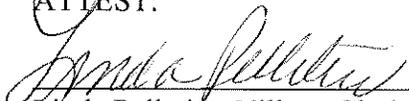

Roger L. Byrne, Village President

PASSED: 3/18/2009

APPROVED: 3/18/2009

PUBLISHED IN PAMPHLET FORM: 3/19/2009

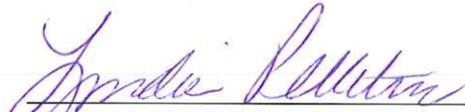
ATTEST:


Linda Pelletier, Village Clerk

AFFIDAVIT OF SERVICE

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

I, LINDA PELLETIER, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, SHE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE 2009-010, AN ORDINANCE ACCEPTING THE STORMWATER EASEMENT AGREEMENT AND THE PLAT OF EASEMENT FOR STORM WATER MANAGEMENT ON THE COLLEGE OF LAKE COUNTY SUBDIVISION, IN THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS

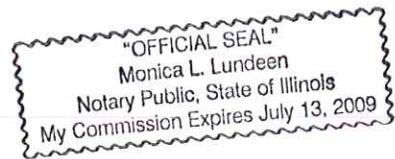


LINDA PELLETIER, VILLAGE CLERK

SUBSCRIBED AND SWORN to Before
Me this 1 day of April, 2009



Notary Public





Image# 045346210028 Type: EAS
 Recorded: 10/06/2009 at 01:37:24 PM
 Receipt#: 2009-00047337
 Total Amt: \$53.00 Page 1 of 28
 IL Rental Housing Fund: \$0.00
 Lake County IL Recorder
 Mary Ellen Vanderventer Recorder

File **6529095**

-----Reserved for Recording Data-----

This instrument was prepared by
~~and after recording return to:~~

Robert C. Kenny
 Schain, Burney, Ross & Citron, Ltd
 222 N. LaSalle Street, Suite 1910
 Chicago, IL 60601

STORM WATER EASEMENT AGREEMENT

THIS AGREEMENT TO GRANT AN EASEMENT FOR STORMWATER DRAINAGE AND DETENTION PURPOSES ("Agreement") is made on this ____ day of August, 2009, by and between COLLEGE OF LAKE COUNTY, an Illinois not-for-profit tax exempt governmental entity ("**CLC**" or "**Grantor**"), with an address of 19351 West Washington Street, Grayslake, Illinois 60030; **VHTC, LLC**, an Illinois limited liability company ("**VHTC**"), with an address of 5215 Old Orchard Road, Suite 130, Skokie, Illinois 60077; **PORT CLINTON PLACE OWNER, L.L.C.**, a Delaware limited liability company ("**Opus**"), with an address of 9700 W. Higgins Road, Suite 900, Rosemont, IL 60018; **PTD PROPERTIES, LLC**, an Illinois limited liability company ("**PTD**"), with an address of 1252 East Highway 45, Vernon Hills, Illinois 60061, **VHTC LOT 3 LLC**, an Illinois limited liability company ("**VHTC 3**"), with an address of 5215 Old Orchard Road, Suite 130, Skokie, Illinois 60077; and the **VILLAGE OF VERNON HILLS, ILLINOIS**, an Illinois municipal corporation ("**Village**"), with an address of 290 Evergreen Drive, Vernon Hills, Illinois 60061. **VHTC, Opus, PTD, VHTC 3** and **Village** are collectively known as "**Grantees**".

WITNESSETH:

WHEREAS, the Stormwater Management Easement Area ("**Easement Property**") is legally described on **Exhibit A** attached hereto; and

WHEREAS, Grantor is the owner of the Easement Property and certain other real property (the "**CLC Property**") located in the Village of Vernon Hills, Illinois, which is part of the Village's TIF District designated by Village Ordinance Nos. 2002-30, 2002-31, 2002-32 and 2003-26 (the "**TIF District**") and is legally described on **Exhibit A-1** attached hereto; and

Please return original to:

VILLAGE OF VERNON HILLS
290 EVERGREEN DR
VERNON HILLS IL 60061-2999

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WHEREAS, VHTC is the owner of real property ("**VHTC Property**") located in the Village of Vernon Hills, Illinois, which is part of the Village's TIF District and is legally described on **Exhibit A-2** attached hereto; and

WHEREAS, Opus is the owner of real property ("**Opus Detention Property**") located in the Village of Vernon Hills, Illinois, which is part of the Village's TIF District and is legally described on **Exhibit A-3** attached hereto; and

WHEREAS, PTD is the owner of real property ("**PTD Property**") located in the Village of Vernon Hills, Illinois, which is part of the Village's TIF District and is legally described on **Exhibit A-4** attached hereto; and

WHEREAS, VHTC 3 is the owner of real property ("**VHTC 3 Property**") located in the Village of Vernon Hills, Illinois, which is part of the Village's TIF District and is legally described on **Exhibit A-5** attached hereto; and

WHEREAS, that certain real property located in the Village of Vernon Hills, Illinois, which is part of the Village's TIF District and is legally described on **Exhibit A-6** attached hereto (the "**Opus Development Property**"), is served by an integrated stormwater detention system, including a detention pond, surface drainage ways and related and ancillary facilities, located within the Opus Detention Property; and

WHEREAS the Easement Property, the CLC Property, the VHTC Property, the Opus Detention Property, the Opus Development Property, the VHTC 3 Property and the PTD Property are more clearly depicted on the area plan attached hereto as **Exhibit B**; and

WHEREAS the Easement Property is located on the west side of Milwaukee Avenue, north of Port Clinton Road and is part of the Village's TIF District; and

WHEREAS, to facilitate the development of the above referenced TIF District properties located on the west side of Milwaukee Avenue (State Route 21) and north of U.S. Route 45, CLC designed and constructed an integrated stormwater detention system, including a detention pond, surface drainage ways and related and ancillary facilities, including, without limitation, inlet and outlet facilities and all pipes and other transportation vessels used in connection therewith, located on the Easement Property (collectively, the "**Detention Pond**"), which Detention Pond is designed for permitting the natural flow and drainage of storm water accumulating and originating on the CLC Property, the VHTC Property, the Opus Detention Property, the Opus Development Property, the VHTC 3 Property and the PTD Property, whether directly or through the Opus Detention Property (each a "**Drainage Property**" and, collectively, the "**Drainage Properties**"), with the exception of the areas identified on **Exhibit B** within the PTD Property, the VHTC 3 Property and the VHTC Property that are tributary to the VHTC detention pond identified on **Exhibit B** and located on the northeast corner of Illinois Route 21 and U.S. Route 45; which VHTC detention pond itself ultimately flows easterly to the Illinois Route 21 IDOT storm sewer system; and

WHEREAS, the Easement Property is located at the north end of the TIF District properties and therefore the Detention Pond was designed to accept stormwater flows and to accommodate stormwater detention from the Drainage Properties, which flow into the Detention Pond; and

WHEREAS, a Plat of easement for Stormwater Management was prepared by Manhard Consulting, Ltd. dated June 18, 2008 depicting the stormwater easement on the CLC Property and the Easement Property contemplated hereunder; and

WHEREAS, the stormwater drainage easement contemplated hereunder is designed to accommodate the stormwater that flows from the Drainage Properties north under the currently existing Port Clinton Road into the Easement Property; and

WHEREAS, it is the intention of the parties that Grantor allow the Drainage Properties within the TIF District to utilize the Detention Pond located on the Easement Property for stormwater drainage and detention purposes, all as more clearly contemplated and designed in the final engineering plans approved by the Village; and

WHEREAS, Grantor agrees to grant an easement for said stormwater drainage and detention purposes on the Easement Property subject to the terms and conditions of this Agreement.

NOW, THEREFORE, Grantor and Grantees hereby agree as follows:

1. Grant of Easements. Grantor hereby grants, bargains, sells, and conveys to the Grantees a perpetual, non-exclusive easement appurtenant to and for the benefit of each of the Drainage Properties over, across, upon and under the Detention Pond and above the subsurface storm sewer and drainage lines and surface drainage ways and ponding facilities constructed within the Easement Property from time to time (together with the Detention Pond, collectively, the "**Storm Sewer System**") for the sole and exclusive purpose of running and transferring water accumulating and originating on each of the Drainage Properties to the Storm Sewer System, together with the right of access to the portion of the Easement Property located above the Storm Sewer System and areas adjacent thereto as may be reasonably and temporarily necessary for purposes of installing, maintaining, repairing, replacing, removing, enlarging and renewing the non-public portion of the Storm Sewer System, if any. The purpose of the Easement Property shall be for Grantor to install, construct, inspect, operate, replace, renew, alter, remove, repair, clean and maintain the storm sewers, drainage ways, storm water detention and retention facilities, subsurface drainage systems and appurtenances, and any and all manholes, pipes, connections, catch basins, inlets, outfalls, constituting a portion of the Detention Pond or the Storm Sewer System, together with the right of access across the Easement Property for the necessary personnel and equipment to do any or all of the above work. In addition, Grantor shall insure that no obstruction shall be placed, nor alterations made, including alterations in the final topographical grading plan approved by the Village, to the Easement Property which in any manner impedes, or diminishes

storm water drainage or detention over, under, through or upon the Easement Property as contemplated hereunder.

2. Maintenance. Grantor shall operate, maintain, repair and replace the Detention Pond, the Storm Sewer System and all other improvements on the Easement Property, including stormwater facilities and all appurtenances, at Grantor's sole cost and expense in good order and repair and in a manner consistent with sound engineering practices, and Grantor shall indemnify, defend and hold harmless each of the Grantees against any claims or damages whatsoever arising out of the development, use, operation, repair or maintenance of the Easement Property, except to the extent arising as a result of any of the Grantees' own negligence or negligence of any of the Grantees' agents.
3. Failure to Maintain. In the event that Grantor fails to properly operate, maintain, repair or replace the Detention Pond, the Storm Sewer System and all other improvements on the Easement Property as required hereunder, VHTC, Opus, PTD, VHTC 3 and/or the Village, individually or jointly: (a) are hereby granted an irrevocable license and easement to enter upon the Easement Property at any time and from time to time for the purpose of performing any of the above work; and (b) shall have the right but not the duty to perform or have performed on their behalf any such work as aforesaid as required hereunder. In the event that VHTC, Opus, PTD, VHTC 3 or the Village shall exercise the foregoing rights and perform or have performed on its behalf any such work as aforesaid on the Detention Pond, the Storm Sewer System or any other improvements on the Easement Property as permitted hereunder, the cost of such work shall be due and payable by Grantor within thirty (30) days after written demand therefor by such performing party. If Grantor shall fail to pay such costs to such performing party within such thirty (30) day period, such performing party shall have the right to record a Notice of Mechanics Lien for such costs against the CLC Property and the Easement Property, with the Recorder of Deed, Lake County, Illinois, in accordance with Illinois Statutes, which shall constitute a Mechanics Lien against the CLC Property and the Easement Property. Also each of VHTC, Opus, PTD, VHTC 3 and the Village reserves and is hereby granted the right of access to Easement Property from time to time to inspect said Detention Pond, Storm Sewer System and Easement Property, including all surface and underground drainage facilities thereon.
4. Other Uses of the Easement Area. With respect to the easements dedicated above, the owner of the Easement Property shall retain the right to use all property above and below the surface of the Easement Property for any purpose not inconsistent with the rights hereby dedicated to Grantees.
5. Term. Unless otherwise canceled or terminated by written agreement by and between Grantor and each of the Grantees, the easements, covenants, conditions and restrictions of this Agreement, including the easement granted in this Agreement, shall continue in perpetuity.
6. Successors and Assigns. The provisions of this Agreement, including all easements, covenants, conditions and restrictions hereof, shall permanently run with the land and are

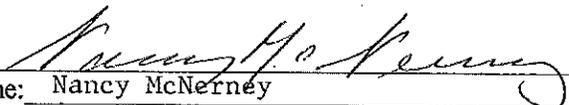
binding on and inure to the benefit of each of Grantor and each of the Grantees and their respective heirs, executors, administrators, successors and assigns and upon any person or persons coming into ownership or possession of any interest in either property by operation of law or otherwise. No failure of Grantor or any of the Grantees to exercise any power given to such party hereunder, or to insist upon strict compliance by any other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof shall constitute a waiver of a party's right to demand full compliance with the terms hereof.

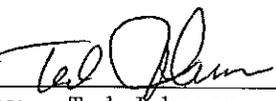
7. Remedies. In addition to the self-help remedies provided under Section 3 hereof, this Agreement may be enforced by Grantor or any Grantee (or collectively by Grantees) by specific performance, without the necessity of posting security, or other injunctive relief, prohibitive or mandatory, to prevent the breach of or to enforce the performance or observance of the covenants, conditions and restrictions hereunder; or a money judgment for damages by reason of the breach of said covenants, conditions and restrictions; or any other right or remedy provided at law or in equity. All rights, powers and privileges conferred hereunder shall be cumulative and in addition to or not to the exclusion of those provided by law or in equity.
8. Headings. Paragraph headings used in this Agreement are for convenience only, and shall not affect the construction of this Agreement.
9. Governing Law. This Agreement shall be governed by the laws of the State of Illinois.
10. Non-Merger. The provisions of this Agreement shall not terminate or merge by reason of common ownership of the subject property (or any portion thereof).
11. Entire Agreement. This Agreement (including the recitals and exhibits hereto, which are hereby incorporated by reference) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. The parties do not rely upon any statement, promise or representation not herein expressed with respect to the subject matter hereof.
12. Amendments. The terms of this Easement may be extended, abrogated, modified, rescinded, or amended in whole or in part only by a written agreement signed by Grantor and all of the Grantees.
13. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.
14. Partial Invalidity. Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby unless as a result the purpose and intent of this Agreement shall thereby be substantially and essentially impaired. In such event, the parties shall diligently proceed to revise this Agreement in order to memorialize such purpose and intent.

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[Signatures continue from previous page.]

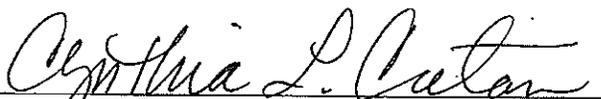
COLLEGE OF LAKE COUNTY

By 
Name: Nancy McNerney
Its Interim Vice President for Administrative Affairs

By 
Name: Ted Johnson
Its Director of Facilities

STATE OF ILLINOIS)
) ss.
COUNTY OF LAKE)

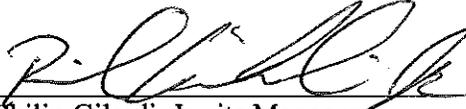
The foregoing instrument was acknowledged before me this 8th day of September, 2009, by N. McNerney and T. Johnson of the College of Lake County, an Illinois not-for-profit tax exempt governmental entity, on behalf of such entity.


Notary Public

[Signatures continue on following page.]

[Signatures continue from previous page.]

**PTD PROPERTIES, LLC,
an Illinois limited liability company**

By: 
Philip Gilardi, Jr., its Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF lake)

On August 15, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Philip Gilardi, Jr.**, to me known to be a manager of PTD PROPERTIES, LLC, an Illinois limited liability company, that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.



Notary Public

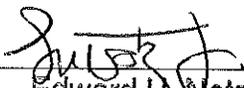


CONSENT OF VHTC MORTGAGEE

ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association ("**VHTC Mortgagee**"), holder of that certain Mortgage dated as of May 15, 2006, and recorded in the Recorder's Office of Lake County, in the State of Illinois, on May 26, 2005 as Document No. 5998888 (as amended from time to time, the "**VHTC Mortgage**") on the VHTC Property, hereby consents to the execution and recording of the within Stormwater Easement Agreement and agrees that the lien of the VHTC Mortgagee under the VHTC Mortgage is and will be subject and subordinate to the terms of this Stormwater Easement Agreement.

IN WITNESS WHEREOF, VHTC Mortgagee has caused this Consent of VHTC Mortgagee to be signed by its duly authorized officer on its behalf; all done as of August 18, 2009.

**ASSOCIATED BANK, NATIONAL ASSOCIATION,
a national banking association**

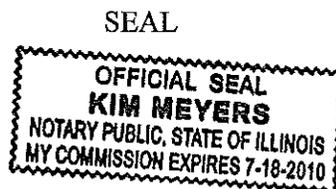
By: 
Name: Edward U. Notz
Title: Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that EDWARD U. NOTZ, personally known to me to be an authorized officer of ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association (the "**Bank**"), and 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 he/she signed and delivered said instrument pursuant to authority given by the Bank as his/her own free and voluntary act, and as the free and voluntary act and deed of the Bank, for the uses and purposes therein set forth.

Given under my hand and official seal as of AUGUST 18, 2009.


Notary Public



CONSENT OF VHTC 3 MORTGAGEE

WELLS FARGO BANK, NATIONAL ASSOCIATION ("**VHTC 3 Mortgagee**"), holder of that certain Construction Mortgage dated as of August 13, 2009, and recorded in the Recorder's Office of Lake County, in the State of Illinois, on August 19, 2009 as Document No. 6512630 (as amended from time to time, the "**VHTC 3 Mortgage**") on the VHTC 3 Property, hereby consents to the execution and recording of the within Stormwater Easement Agreement and agrees that the lien of the VHTC 3 Mortgagee under the VHTC 3 Mortgage is and will be subject and subordinate to the terms of this Stormwater Easement Agreement.

IN WITNESS WHEREOF, VHTC 3 Mortgagee has caused this Consent of VHTC 3 Mortgagee to be signed by its duly authorized officer on its behalf; all done as of August __, 2009.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 
Name: JAKI BECKER
Title: VICE PRESIDENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JAKI BECKER, personally known to me to be an authorized officer of WELLS FARGO BANK, NATIONAL ASSOCIATION (the "Bank"), and 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 he/she signed and delivered said instrument pursuant to authority given by the Bank as his/her own free and voluntary act, and as the free and voluntary act and deed of the Bank, for the uses and purposes therein set forth.

Given under my hand and official seal as of August 20 2009.


Notary Public

SEAL

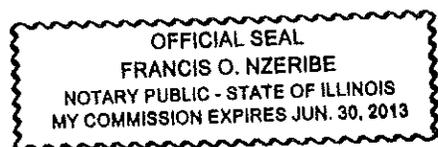


EXHIBIT A
(Legal Description of Easement Property)

[See attached]

Exhibit A
Storm Water Easement Agreement

LEGAL DESCRIPTION
STORMWATER MANAGEMENT AREA
COLLEGE OF LAKE COUNTY - SOUTH LAKE CAMPUS EXP.
VILLAGE OF VERNON HILLS, ILLINOIS

THAT PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 43 NORTH, RANGE 11,
EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE GEORGETOWN SQUARE CONDOMINIUM
SUBDIVISION, RECORDED JULY 10, 1996 AS DOCUMENT NUMBER 3847732 AND CORRECTED BY
CERTIFICATE OF CORRECTION RECORDED AUGUST 19, 1998 AS DOCUMENT NUMBER 3863909,
SAID CORNER ALSO BEING A POINT ON THE EAST LINE OF THE CORPORATE WOODS
SUBDIVISION, RECORDED AUGUST 6, 1986 AS DOCUMENT NUMBER 2468419; THENCE SOUTH 89
DEGREES 01 MINUTES 10 SECONDS EAST (ASSUMED) (SOUTH 89 DEGREES 59 MINUTES 53
SECONDS EAST - RECORD), ALONG THE SOUTH LINE OF SAID GEORGETOWN SQUARE
CONDOMINIUM SUBDIVISION, 365.03 FEET, TO A POINT ON A LINE 365.00 FEET EAST OF AND
PARALLEL TO SAID EAST LINE OF THE CORPORATE WOODS SUBDIVISION; THENCE SOUTH 00
DEGREES 15 MINUTES 08 SECONDS WEST, ALONG SAID PARALLEL LINE, 278.64 FEET; THENCE
SOUTH 29 DEGREES 53 MINUTES 51 SECONDS EAST, 40.41 FEET, TO A POINT ON A LINE 313.30
FEET SOUTH OF AND PARALLEL TO SAID SOUTH LINE OF GEORGETOWN SQUARE CONDOMINIUM
SUBDIVISION; THENCE SOUTH 89 DEGREES 01 MINUTES 10 SECONDS EAST, ALONG SAID
PARALLEL LINE, 98.71 FEET, TO A POINT ON A LINE 484.00 FEET EAST OF AND PARALLEL TO SAID
EAST LINE OF THE CORPORATE WOODS SUBDIVISION; THENCE SOUTH 00 DEGREES 15 MINUTES
08 SECONDS WEST, ALONG SAID PARALLEL LINE, 144.36 FEET, TO A POINT ON THE NORTHERLY
RIGHT-OF-WAY OF PORT CLINTON ROAD RECORDED AS DOCUMENT NUMBER 6052946; THENCE
NORTH 82 DEGREES 34 MINUTES 46 SECONDS WEST, ALONG SAID NORTHERLY RIGHT-OF WAY
LINE, 363.11 FEET, TO A POINT OF CURVATURE; THENCE WESTERLY, CONTINUING ALONG SAID
NORTHERLY RIGHT-OF-WAY LINE, 124.93 FEET, ALONG A CURVE, TANGENT TO THE LAST
DESCRIBED COURSE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 310.00 FEET, A CHORD
BEARING SOUTH 85 DEGREES 52 MINUTES 30 SECONDS WEST AND A CHORD DISTANCE OF 124.09
FEET, TO A POINT ON SAID EAST LINE OF THE CORPORATE WOODS SUBDIVISION; THENCE NORTH
00 DEGREES 15 MINUTES 08 SECONDS EAST (NORTH 00 DEGREES 13 MINUTES 59 SECONDS EAST
- RECORD), ALONG SAID EAST LINE, 428.00 FEET, TO THE POINT OF BEGINNING, IN LAKE COUNTY,
ILLINOIS.

Prepared by:
Manhard Consulting, Ltd.
900 Woodlands Parkway
Vernon Hills, Illinois 60061
Phone: 847.634.5550 Fax: 847.634.0095

EXHIBIT A-1
(Legal Description of CLC Property)

THAT PART OF THE NORTH HALF OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: TO-WIT: COMMENCING AT A POINT 10 CHAINS WEST AND 11.41 CHAINS NORTH OF THE CENTER OF SAID SECTION;. RUNNING THENCE NORTH PARALLEL WITH THE QUARTER SECTION LINE, 5.29 CHAINS; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION TO THE CENTER OF THE CHICAGO AND MILWAUKEE ROAD (SO CALLED); THENCE SOUTHERLY ALONG THE CENTER OF SAID ROAD, 5.29 CHAINS, MORE OR LESS, TO A POINT EAST OF THE POINT OF BEGINNING; AND THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SECTION TO THE POINT OF BEGINNING (EXCEPT THEREFROM THE NORTH 5 ACRES THEREOF), IN LAKE COUNTY, ILLINOIS.

ALSO

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING 6.70 CHAINS NORTH OF THE CENTER OF SAID SECTION 15; THENCE EAST, PARALLEL TO THE SOUTH LINE OF SAID NORTHEAST QUARTER TO THE CENTER OF THE CHICAGO AND MILWAUKEE ROAD; THENCE NORTHERLY ALONG THE CENTER LINE OF SAID ROAD, 4.715 CHAINS, MORE OR LESS TO A POINT EAST OF A POINT 11.41 CHAINS NORTH OF THE CENTER OF SAID SECTION; THENCE WEST, PARALLEL WITH THE NORTH LINE OF SAID SECTION, 21.36 CHAINS; THENCE SOUTH 4.71 CHAINS, MORE OR LESS TO A POINT WEST OF THE POINT OF BEGINNING; AND THENCE EAST, PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER TO THE POINT OF BEGINNING (EXCEPT THEREFROM THE SOUTH 249 FEET MEASURED ON THE EASTERLY AND WESTERLY LINES THEREOF CONVEYED BY FRANK HOLSTEIN AND WIFE, TO ALBERT C. RICHARDS, BY DEED RECORDED JUNE 1, 1901 AS DOCUMENT 81970, IN BOOK 72 OF DEEDS, PAGE 476), IN LAKE COUNTY, ILLINOIS.

ALSO

THAT PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH LINE OF PARCEL 1 EXTENDED WESTERLY TO THE EAST LINE OF THE CORPORATE WOODS SUBDIVISION, RECORDED AUGUST 5, 1986 AS DOCUMENT 2468419 AND OCTOBER 22, 1986 AS DOCUMENT 2496355, AND NORTH OF THE SOUTH LINE OF PARCEL 2 EXTENDED WESTERLY TO THE EAST LINE OF THE CORPORATE WOODS SUBDIVISION, AFORESAID, IN LAKE COUNTY, ILLINOIS.

ALSO

LOT 1 AND 2 IN BIEBRACH SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED JANUARY 3, 1991 AS DOCUMENT NUMBER 2978415, IN LAKE COUNTY, ILLINOIS.

ALSO

THAT PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF MILWAUKEE AVENUE 442.2 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, THENCE WEST, PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER, 500.00 FEET; THENCE NORTH, AT RIGHT ANGLES TO THE LAST DESCRIBED

Address: _____

PIN: _____

EXHIBIT A-2
(Legal Description of VHTC Property)

LOTS 1, 2, 4 and 5 IN VERNON HILLS TOWN CENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 16, 2008 AS DOCUMENT 6358723, IN LAKE COUNTY, ILLINOIS.

PIN(S):

15-15-410-001 (Lot 2)

15-15-410-002 (Lot 1)

15-15-410-003 (Lot 5)

15-15-313-001 (Lot 4)

EXHIBIT A-3
(Legal Description of Opus Detention Property)

LOT 3 IN TOWN CENTER RESIDENCES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 26, 2007 AS DOCUMENT NUMBER 6174795, IN LAKE COUNTY, ILLINOIS.

PIN: 15-15-107-007

EXHIBIT A-4
(Legal Description of PTD Property)

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTER LINE OF DIAMOND LAKE ROAD (SO CALLED) AT A POINT 217.14 FEET (3.29 CHAINS RECORD) WESTERLY OF THE INTERSECTION OF THE CENTER LINE OF SAID ROAD WITH THE CENTER LINE OF MILWAUKEE ROAD; THENCE NORTH 60 DEGREES 50 MINUTES WEST ON THE CENTER LINE OF DIAMOND LAKE ROAD, 296.4 FEET (NORTH 61 DEGREES WEST 4.44 CHAINS RECORD); THENCE NORTH 31 DEGREES 08 MINUTES EAST 184.35 FEET (NORTH 30 DEGREES EAST 2.79 CHAINS RECORD) TO A POINT WHICH IS SOUTH 14 DEGREES 09 MINUTES WEST 360.8 FEET (SOUTH 14 DEGREES WEST 5.46 CHAINS RECORD) OF A POINT IN THE NORTH LINE OF AFORESAID QUARTER QUARTER SECTION, SAID LAST POINT BEING 321.4 FEET WEST OF THE INTERSECTION OF SAID NORTH LINE WITH THE CENTER LINE OF MILWAUKEE ROAD; THENCE SOUTH 78 DEGREES 01 MINUTES EAST 135.91 FEET; THENCE SOUTH 6 DEGREES 21 MINUTES EAST 275.6 FEET (SOUTH 6 DEGREES EAST RECORD BEARING) TO THE POINT OF BEGINNING IN LAKE COUNTY, ILLINOIS.

PIN: 15-15-400-014

EXHIBIT A-5
(Legal Description of VHTC 3 Property)

LOT 3 IN VERNON HILLS TOWN CENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 16, 2008 AS DOCUMENT 6358723, IN LAKE COUNTY, ILLINOIS.

PIN: 15-15-313-002 (Lot 3)

EXHIBIT A-6
(Legal Description of Opus Development Property)

LOT 1, LOT 2 AND LOTS 4 THROUGH LOT 12, INCLUSIVE, IN TOWN CENTER RESIDENCES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 26, 2007 AS DOCUMENT NUMBER 6174795, IN LAKE COUNTY, ILLINOIS.

PIN: Portions of: 15-15-107-007
15-15-312-001
15-15-312-002
15-15-107-001
15-15-107-008
15-15-107-009
15-15-107-010
15-15-107-011
15-15-107-012
15-15-107-013
15-15-107-014
15-15-107-015
15-15-107-016
15-15-107-017
15-15-107-018
15-15-107-019
15-15-107-020
15-15-107-022
15-15-107-023
15-15-107-024
15-15-107-025
15-15-107-026
15-15-107-027

EXHIBIT B
(Area Plan Depicting Grantor and Grantees Property)

[See attached]

Image# 045346240022 Type: EAS
Recorded: 10/06/2009 at 01:39:08 PM
Receipt#: 2009-00047337
Total Amt: \$45.00 Page 1 of 22
IL Rental Housing Fund: \$0.00
Lake County IL Recorder
Mary Eilen Vanderventer Recorder
File **6529096**

-----Reserved for Recording Data-----
This instrument was prepared by
~~and after recording return to:~~

D. Albert Daspin
Daspin & Aument, LLP
227 West Monroe Street, Suite 3500
Chicago, Illinois 60606

DETENTION EASEMENT

THIS DETENTION EASEMENT (this "Easement") is made as of August ____, 2009, by and between: (a) PORT CLINTON PLACE OWNER, L.L.C., a Delaware limited liability company ("Grantor"), with an address at 9700 W. Higgins Road, Suite 900, Rosemont, IL 60018; (b) VHTC, LLC, an Illinois limited liability company ("VHTC"), with an address at 5215 Old Orchard Road, Suite 130, Skokie, Illinois 60077; (c) PTD PROPERTIES, LLC, an Illinois limited liability company ("PTD"), with an address at 1252 East Highway 45, Vernon Hills, Illinois 60061; (d) COLLEGE OF LAKE COUNTY ("CLC"), with an address of 19351 West Washington Street, Grayslake, Illinois 60030; and (e) VHTC LOT 3 LLC, an Illinois limited liability company ("VHTC 3"), with an address at 5215 Old Orchard Road, Suite 130, Skokie, Illinois 60077. VHTC, PTD, CLC and VHTC 3 are collectively known as "Grantee".

RECITALS

- A. Grantor is the owner of that certain tract of land legally described on Exhibit A attached hereto and made a part hereof (the "Detention Lot").
- B. VHTC is the owner of that certain tract of land legally described on Exhibit B attached hereto and made a part hereof, and is the owner of any buildings and improvements thereon (the "VHTC Lot").
- C. PTD is the owner of that certain tract of land legally described on Exhibit C attached hereto and made a part hereof, and is the owner of any buildings and improvements thereon (the "PTD Lot").
- D. CLC is the owner of that certain tract of land legally described on Exhibit D attached hereto and made a part hereof, and is the owner of any buildings and improvements thereon (the "CLC Lot").

Please return original to:

VILLAGE OF VERNON HILLS
290 EVERGREEN DR
VERNON HILLS IL 60061-2999

+ 1 PLX
20
mm

E. VHTC 3 is the owner of that certain tract of land legally described on Exhibit E attached hereto and made a part hereof, and is the owner of any buildings and improvements thereon (the "VHTC 3 Lot"; together with VHTC Lot, the CLC Lot and the PTD Lot are sometimes collectively referred to as the "Benefited Lots").

F. The Benefited Lots and certain other property are expected to be jointly served by an integrated stormwater detention system, including a detention pond, surface drainage ways and related and ancillary facilities, including, without limitation, inlet and outlet facilities and all pipes and other transportation vessels used in connection therewith (collectively, "Detention Pond") to be wholly located upon the Detention Lot.

G. In order to satisfy certain obligations of Grantor to the Village of Vernon Hills, Illinois (the "Village"), Grantor is desirous of imposing certain easements, covenants, conditions and restrictions upon the Detention Lot for the purpose of permitting the Benefited Lots to utilize certain stormwater detention capacity provided by the Detention Pond, subject to the terms and conditions of this Easement.

NOW, THEREFORE, in order to satisfy its obligations to the Village, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and agree to the following easements and covenants, subject to the following conditions and restrictions, which shall exist at all times hereafter and be binding upon the Detention Lot, and inure to the benefit of the Benefited Lots.

1. Easement Declaration and Grant. Subject to the conditions and limitations hereinafter set forth, Grantor hereby declares and grants for the benefit of the Benefited Lots a non-exclusive easement appurtenant to the Benefited Lots (a) over, across and upon the surface of the Common Areas (as herein defined) of each of the Benefited Lots and any existing drainage ditches, culverts and swales which presently run through the Common Areas of each of the Benefited Lots for the sole and exclusive purpose of permitting the natural flow and drainage of storm water accumulating and originating on any of the Benefited Lots to the Detention Pond, subject to the conditions set forth in clauses (i), (ii), (iii) and (iv) below, as and to the extent applicable, and subject to the effect of any improvements presently located or hereinafter constructed on the Common Areas of any of the Benefited Lots, and (b) over, across, upon and under the portion of the Common Areas located within the Detention Pond and above the subsurface storm sewer and drainage lines and surface drainage ways and ponding facilities constructed within the Detention Pond from time to time (collectively, the "Storm Sewer System") for the sole and exclusive purpose of running and transferring water accumulating and originating on any of the Benefited Lots to the Storm Sewer System, together with the right of access to the portion of the Common Areas on the Detention Lot located above the Storm Sewer System and areas adjacent thereto as may be reasonably and temporarily necessary for purposes of installing, maintaining, repairing, replacing, removing, enlarging and renewing the non-public portion of the Storm Sewer System, if any, subject to the conditions that:

(i) None of the parties constituting Grantee shall permit the flow of toxic or hazardous substances or any other substance from any of the Benefited Lots into the Detention Pond which is not permitted to be discharged into the Detention Pond by any applicable law, statute or regulation or otherwise;

(ii) None of the parties constituting Grantee shall permit any other party or property to discharge water onto any of the Benefited Lots, and no right to transfer or run water is granted hereunder other than to Grantee for water accumulating and originating on any of the Benefited Lots;

(iii) No such running or transferring of water shall result in water being discharged at a rate or in a volume in excess of that permitted by the design standards for the Detention Pond; and

(iv) In no event shall any such running or transferring of water from any of the Benefited Lots be permitted to the extent it results in water being discharged in excess of the design flow as reflected on the final engineering plans with respect to storm sewer systems serving the Benefited Lots and approved by the Village, all as on file with the Village as of the date hereof.

For purposes of this Easement, the term "Common Areas" shall mean all sidewalks, driveways, roadways, parking areas, signs, recreation areas, landscaping, retaining walls, walkways, detention areas, trailways, aisles, and other facilities of any of the Benefited Lots or the Detention Lot, as applicable, designed for use by all tenants and occupants of such lot, and their employees, agents, customers and invitees. The Common Areas shall not include any buildings (including any appurtenant canopies, supports and other outward extensions) or hardscape areas (*i.e.* the area between the perimeter building walls and the curbline on any such lot) associated with any buildings constructed on any of the Benefited Lots or the Detention Lot, as applicable.

2. Operation of Detention Pond. Grantor, or any successor in interest to Grantor as the operator of the Detention Pond (the "Operator"), shall be responsible for the operation, maintenance, repair, renewal and replacement of the Detention Pond, which shall be performed in a manner consistent with sound engineering practices, and subject to the Operator's sole management and control.

3. Duration. The easements, covenants, conditions and restrictions contained herein shall be perpetual and shall create mutual benefits and covenants running with the land, and shall be binding upon any owner, tenant or occupant of each of the Detention Lot and the Benefited Lots, and their respective legal representatives, heirs, successors and assigns.

4. Indemnification. Each of the parties constituting Grantee (each an "Indemnifying Party") shall defend, indemnify and hold harmless Grantor and Operator from and against all claims, damages liabilities and expenses (including reasonable attorneys fees, court costs and expenses) which are incurred by Grantor or Operator in connection with loss of life, personal injury and/or property damage, but only to the extent arising from exercise by such Indemnifying Party of the easement rights granted herein and except to the extent caused by the willful or negligent acts of Grantor or Operator. With respect to the indemnification provided for hereunder, the Indemnifying Party shall immediately respond and take over the expense, defense and investigation of all claims arising under this indemnity with respect to such Indemnifying Party.

5. Rights Reserved. The easements herein granted are and shall be expressly subject to any easements and rights-of-way already existing or created by Grantor in, over, upon and across the Detention Lot, and Grantor reserves and retains the right to convey similar rights-of-way and easements to such other persons or entities as Grantor may deem proper for any purpose which does not materially interfere with or prevent the use by Grantee of the easements herein granted. Grantor retains, reserves and shall continue to enjoy the use of the Detention Lot for any and all purposes which do not interfere in any material respect with or prevent the use by Grantee of the easements granted herein. In furtherance thereof, Grantor reserves the right to change from time to time the location, dimensions, and type of the Detention Pond and the Storm Sewer System and to construct additional improvements and additions to existing improvements on the Detention Pond, to eliminate improvements from the Detention Lot, to increase the land size of the Detention Lot, and to change the name, address, number or designation by which the Detention Lot is commonly known.

6. Amendments. Grantor shall not amend this Easement or record an executed amendment in the Office of the Recorder of Lake County, Illinois, unless such amendment has been approved and executed by the Village and the owners of each of the Benefited Lots that are materially and adversely affected thereby (each an "Affected Owner"), in which event such amendment shall be of full force and effect, valid and binding upon the execution thereof by each of Grantor, the Village and each such Affected Owner, notwithstanding that none of the owners of the other Benefited Lots at the time of such amendment consented to, joined in, or executed the same.

7. Enforcement. The covenants, conditions and restrictions set forth herein shall be enforceable only by each of Grantor, VHTC, PTD, CLC, VHTC 3 and the Village (each an "Enforcement Party"), and shall be enforceable by:

(a) Injunctive relief, prohibitive or mandatory, to prevent the breach of or to enforce the performance or observance of said covenants, conditions and restrictions; or

(b) A money judgment for damages by reason of the breach of said covenants, conditions and restrictions; or

(c) Any combination of the foregoing.

The failure of an Enforcement Party to enforce any provisions of the covenants, conditions and restrictions herein contained upon the violation thereof as to one or more Benefited Lots (or one or more owners of the Benefited Lots) shall in no event be deemed to be a waiver of its rights to do so as to a subsequent violation or as to any other Benefited Lot (or any other owner of a Benefited Lot). If Grantor or an owner of a Benefited Lot fails to comply with the covenants, conditions and restrictions set forth in this Easement, it shall pay any and all reasonable costs and expenses incurred by an Enforcement Party in connection with enforcement by such Enforcement Party of the rights and remedies set forth in this Section 7 against any Grantor or any such Benefited Lot owner, as the case may be, including without limitation all reasonable attorneys' fees and consulting fees and all court costs and filing fees related thereto.

In addition, if Operator fails to perform the covenants set forth in Section 2 hereof (the "Detention Pond Covenants"), subject to and in accordance with the conditions and limitations set forth therein, and such failure continues for thirty (30) days (or such longer period as may be reasonably required to cure such failure, provided Operator commences to cure such failure within such 30-day period) after the Village provides written notice thereof to Operator and any party having a recorded mortgage or other lien against the Detention Lot of whom the Village has been given prior written notice, then the Village shall be permitted to perform such Detention Pond Covenants, and Operator shall reimburse the Village for the reasonable out-of-pocket costs incurred by the Village for such performance within thirty (30) days after receipt by Operator of written demand from the Village accompanied by bills and invoices, in detail reasonably satisfactory to Operator, covering all labor and materials expended and used by the Village in so performing such covenants; provided, however, in the event of any emergency which threatens imminent damage or peril to life persons or property as a result of the failure of Operator to perform the Detention Pond Covenants, the Village shall, as soon as practicable under the circumstances, notify Operator and any party having a recorded mortgage or other lien against the Detention Lot of whom the Village has been given prior written notice, of such emergency and, without regard to the 30-day cure period prescribed above, may take only such measures as are reasonably necessary to substantially diminish the effect of such emergency, thereby affording Operator the opportunity to effect a cure of the same in accordance with the provisions of this Declaration. Grantor acknowledges and agrees that the Village is a third-party beneficiary of the rights granted to the Village pursuant to this grammatical

paragraph and shall be entitled to enforce the same directly against Operator by exercise of any right or remedy available to the Village at law or in equity, and Grantor agrees to refrain from amending this grammatical paragraph (or the Detention Pond Covenants) without the prior written consent of the Village.

8. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

9. Partial Invalidity. Should any one or more of the provisions of this Easement be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby unless as a result the purpose and intent of this Easement shall thereby be substantially and essentially impaired. In such event, the parties shall diligently proceed to revise this Easement in order to memorialize such purpose and intent.

10. Miscellaneous. Subject to the provisions of Section 3, Grantor may transfer the rights and responsibilities reserved to it hereunder (including but not limited to those rights and responsibilities specifically reserved to the Operator hereunder) to any other person(s) or legal entity by written instrument recorded in the Office of the Recorder of Lake County, Illinois. Wherever a transfer occurs in the ownership of the Detention Lot, the transferor shall have no further liability for breach of covenant occurring thereafter. Grantee may only look solely to the interest of Grantor in the Detention Lot for the recovery of any judgment from Grantor, it being agreed that Grantor and its partners, directors, officers, members, managers or shareholders shall never be personally liable for such judgment.

11. Notices. All notices and demands herein required or permitted shall be in writing and shall be sent by United States Certified Mail return receipt requested, personal delivery or recognized overnight courier (guaranteeing next day delivery). Any notice to Grantor shall be delivered to Opus North Corporation, 9700 W. Higgins Road, Suite 900, Rosemont, IL 60018, Attention: Vice President, with a copy to: Opus Corporation, 10350 Bren Road West, Minnetonka, Minnesota 55343, Attention: Legal Department. Any notice to VHTC shall be delivered to VHTC, LLC, 5215 Old Orchard Road, Suite 130, Skokie, Illinois 60077, Attention: Sy Taxman, with a copy to: Much Shelist, 191 North Wacker Drive, Suite 1800, Chicago, Illinois 60606, Attention: Glenn D. Taxman. Any notice to PTD shall be delivered to 1252 East Highway 45, Vernon Hills, Illinois 60061, Attention: Mr. Philip Gilardi, Jr., with a copy to: David Czekala, 1179 Furlong Drive, Libertyville, Illinois 60048. Any notice to CLC shall be delivered to 19351 West Washington Street, Grayslake, Illinois 60030, Attention: _____ . Any notice to VHTC 3 shall be delivered to VHTC Lot 3 LLC, 5215 Old Orchard Road, Suite 130, Skokie, Illinois 60077, Attention: Sy Taxman, with a copy to: Much Shelist, 191 North Wacker Drive, Suite 1800, Chicago, Illinois 60606, Attention: Glenn D. Taxman. All notices shall be deemed given two (2) business days following deposit in the United States mail with respect to a certified mail, one (1) business day following deposit if delivered to an overnight courier guaranteeing next day delivery (with receipt) or on same day if sent by personal delivery, or on the first date of any rejection. Any of the foregoing parties may change its address for the service of notice by giving written notice of such change to all of the other parties in the manner above specified.

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[Signatures continue from previous page.]

COLLEGE OF LAKE COUNTY

By *Nancy McNerney*
Name: Nancy McNerney
Its Interim Vice President for Administrative Affairs

By *Ted Johnson*
Name: Ted Johnson
Its Director of Facilities

STATE OF ILLINOIS)
) ss.
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me this 18th day of August, 2009, by N. McNerney and Ted Johnson of the College of Lake County, an Illinois not-for-profit tax exempt governmental entity, on behalf of such entity.

Cynthia L. Cretan
Notary Public

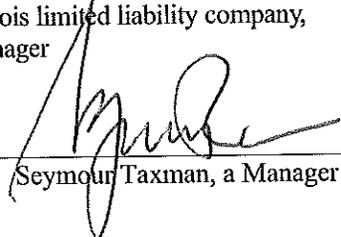


[Signatures continue on following page.]

[Signatures continue from previous page.]

**VHTC, LLC,
an Illinois limited liability company**

By: Taxman Manager LLC,
an Illinois limited liability company,
its Manager

By: 
Seymour Taxman, a Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On August 17, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Seymour Taxman**, to me known to be a manager Taxman Manager LLC, the manager of VHTC, LLC, the limited liability company that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.


Notary Public

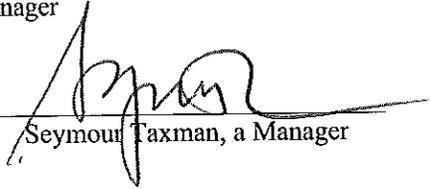


[Signatures continue on following page.]

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**VHTC LOT 3 LLC,
an Illinois limited liability company**

By: Taxman Manager LLC,
an Illinois limited liability company,
its Manager

By: 
Seymour Taxman, a Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On August 17, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Seymour Taxman**, to me known to be a manager Taxman Manager LLC, the manager of VHTC LOT 3 LLC, the limited liability company that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

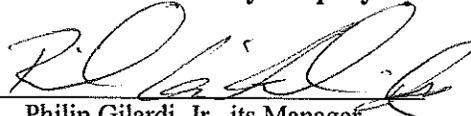

Notary Public



[Signatures continue on following page.]

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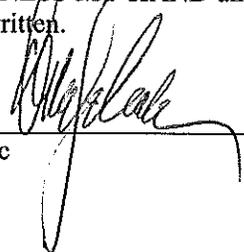
**PTD PROPERTIES, LLC,
an Illinois limited liability company**

By: 
Philip Gilardi, Jr., its Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF Lake)

On August 15, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Philip Gilardi, Jr.**, to me known to be a manager of PTD PROPERTIES, LLC, an Illinois limited liability company, that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.



Notary Public



CONSENT OF VHTC MORTGAGEE

ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association ("**VHTC Mortgagee**"), holder of that certain Mortgage dated as of May 15, 2006, and recorded in the Recorder's Office of Lake County, in the State of Illinois, on May 26, 2005 as Document No. 5998888 (as amended from time to time, the "**VHTC Mortgage**") on the VHTC Lot, hereby consents to the execution and recording of the within Detention Easement and agrees that the lien of the VHTC Mortgagee under the VHTC Mortgage is and will be subject and subordinate to the terms of this Detention Easement.

IN WITNESS WHEREOF, VHTC Mortgagee has caused this Consent of VHTC Mortgagee to be signed by its duly authorized officer on its behalf; all done as of August 18, 2009.

**ASSOCIATED BANK, NATIONAL ASSOCIATION,
a national banking association**

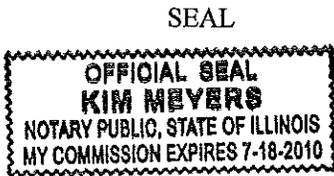
By: Edward U. Notz
Name: Vice President
Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that EDWARD U. NOTZ, personally known to me to be an authorized officer of ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association (the "**Bank**"), and 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 he/she signed and delivered said instrument pursuant to authority given by the Bank as his/her own free and voluntary act, and as the free and voluntary act and deed of the Bank, for the uses and purposes therein set forth.

Given under my hand and official seal as of AUGUST 18, 2009.

Kim Meyers
Notary Public



CONSENT OF VHTC 3 MORTGAGEE

WELLS FARGO BANK, NATIONAL ASSOCIATION ("**VHTC 3 Mortgagee**"), holder of that certain Construction Mortgage dated as of August 13, 2009, and recorded in the Recorder's Office of Lake County, in the State of Illinois, on August 14, 2009 as Document No. 6512630 (as amended from time to time, the "**VHTC 3 Mortgage**") on the VHTC 3 Lot, hereby consents to the execution and recording of the within Detention Easement and agrees that the lien of the VHTC 3 Mortgagee under the VHTC 3 Mortgage is and will be subject and subordinate to the terms of this Detention Easement.

IN WITNESS WHEREOF, VHTC 3 Mortgagee has caused this Consent of VHTC 3 Mortgagee to be signed by its duly authorized officer on its behalf; all done as of August __, 2009.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: [Signature]
Name: JAKI BECKER
Title: VICE PRESIDENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JAKI BECKER, personally known to me to be an authorized officer of WELLS FARGO BANK, NATIONAL ASSOCIATION (the "Bank"), and 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 he/she signed and delivered said instrument pursuant to authority given by the Bank as his/her own free and voluntary act, and as the free and voluntary act and deed of the Bank, for the uses and purposes therein set forth.

Given under my hand and official seal as of August 20, 2009.

[Signature]
Notary Public

SEAL

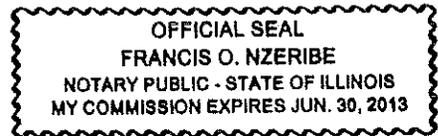


EXHIBIT A

LEGAL DESCRIPTION—DETENTION POND

LOT 3 IN TOWN CENTER RESIDENCES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 26, 2007 AS DOCUMENT NUMBER 6174795, IN LAKE COUNTY, ILLINOIS.

PIN: 15-15-107-007

EXHIBIT B

LEGAL DESCRIPTION—VHTC LOT

LOTS 1, 2, 4 and 5 IN VERNON HILLS TOWN CENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 16, 2008 AS DOCUMENT 6358723, IN LAKE COUNTY, ILLINOIS.

PIN(S):

15-15-410-001 (Lot 2)

15-15-410-002 (Lot 1)

15-15-410-003 (Lot 5)

15-15-313-001 (Lot 4)

EXHIBIT C

LEGAL DESCRIPTION—PTD LOT

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTER LINE OF DIAMOND LAKE ROAD (SO CALLED) AT A POINT 217.14 FEET (3.29 CHAINS RECORD) WESTERLY OF THE INTERSECTION OF THE CENTER LINE OF SAID ROAD WITH THE CENTER LINE OF MILWAUKEE ROAD; THENCE NORTH 60 DEGREES 50 MINUTES WEST ON THE CENTER LINE OF DIAMOND LAKE ROAD, 296.4 FEET (NORTH 61 DEGREES WEST 4.44 CHAINS RECORD); THENCE NORTH 31 DEGREES 08 MINUTES EAST 184.35 FEET (NORTH 30 DEGREES EAST 2.79 CHAINS RECORD) TO A POINT WHICH IS SOUTH 14 DEGREES 09 MINUTES WEST 360.8 FEET (SOUTH 14 DEGREES WEST 5.46 CHAINS RECORD) OF A POINT IN THE NORTH LINE OF AFORESAID QUARTER QUARTER SECTION, SAID LAST POINT BEING 321.4 FEET WEST OF THE INTERSECTION OF SAID NORTH LINE WITH THE CENTER LINE OF MILWAUKEE ROAD; THENCE SOUTH 78 DEGREES 01 MINUTES EAST 135.91 FEET; THENCE SOUTH 6 DEGREES 21 MINUTES EAST 275.6 FEET (SOUTH 6 DEGREES EAST RECORD BEARING) TO THE POINT OF BEGINNING IN LAKE COUNTY, ILLINOIS.

PIN: 15-15-400-014

EXHIBIT D

LEGAL DESCRIPTION—CLC LOT

THAT PART OF THE NORTH HALF OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: TO-WIT: COMMENCING AT A POINT 10 CHAINS WEST AND 11.41 CHAINS NORTH OF THE CENTER OF SAID SECTION;. RUNNING THENCE NORTH PARALLEL WITH THE QUARTER SECTION LINE, 5.29 CHAINS; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION TO THE CENTER OF THE CHICAGO AND MILWAUKEE ROAD (SO CALLED); THENCE SOUTHERLY ALONG THE CENTER OF SAID ROAD, 5.29 CHAINS, MORE OR LESS, TO A POINT EAST OF THE POINT OF BEGINNING; AND THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SECTION TO THE POINT OF BEGINNING (EXCEPT THEREFROM THE NORTH 5 ACRES THEREOF), IN LAKE COUNTY, ILLINOIS.

ALSO

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING 6.70 CHAINS NORTH OF THE CENTER OF SAID SECTION 15; THENCE EAST, PARALLEL TO THE SOUTH LINE OF SAID NORTHEAST QUARTER TO THE CENTER OF THE CHICAGO AND MILWAUKEE ROAD; THENCE NORTHERLY ALONG THE CENTER LINE OF SAID ROAD, 4.715 CHAINS, MORE OR LESS TO A POINT EAST OF A POINT 11.41 CHAINS NORTH OF THE CENTER OF SAID SECTION; THENCE WEST, PARALLEL WITH THE NORTH LINE OF SAID SECTION, 21.36 CHAINS; THENCE SOUTH 4.71 CHAINS, MORE OR LESS TO A POINT WEST OF THE POINT OF BEGINNING; AND THENCE EAST, PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER TO THE POINT OF BEGINNING (EXCEPT THEREFROM THE SOUTH 249 FEET MEASURED ON THE EASTERLY AND WESTERLY LINES THEREOF CONVEYED BY FRANK HOLSTEIN AND WIFE, TO ALBERT C. RICHARDS, BY DEED RECORDED JUNE 1, 1901 AS DOCUMENT 81970, IN BOOK 72 OF DEEDS, PAGE 476), IN LAKE COUNTY, ILLINOIS.

ALSO

THAT PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH LINE OF PARCEL 1 EXTENDED WESTERLY TO THE EAST LINE OF THE CORPORATE WOODS SUBDIVISION, RECORDED AUGUST 5, 1986 AS DOCUMENT 2468419 AND OCTOBER 22, 1986 AS DOCUMENT 2496355, AND NORTH OF THE SOUTH LINE OF PARCEL 2 EXTENDED WESTERLY TO THE EAST LINE OF THE CORPORATE WOODS SUBDIVISION, AFORESAID, IN LAKE COUNTY, ILLINOIS.

ALSO

LOT 1 AND 2 IN BIEBRACH SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED JANUARY 3, 1991 AS DOCUMENT NUMBER 2978415, IN LAKE COUNTY, ILLINOIS.

ALSO

THAT PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF MILWAUKEE AVENUE 442.2 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, THENCE WEST, PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER, 500.00 FEET; THENCE NORTH, AT RIGHT ANGLES TO THE LAST DESCRIBED

Address: _____
PIN: _____

EXHIBIT E

LEGAL DESCRIPTION—VHTC 3 LOT

LOT 3 IN VERNON HILLS TOWN CENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 16, 2008 AS DOCUMENT 6358723, IN LAKE COUNTY, ILLINOIS.

PIN: 15-15-313-002 (Lot 3)

PLAT INFORMATION SHEET

Image# 045346240022 Type: EAS
Recorded: 10/06/2009 at 01:39:08 PM
Receipt#: 2009-00047337
Total Amt: \$45.00 Page 1 of 22
IL Rental Housing Fund: \$0.00
Lake County IL Recorder
Mary Ellen Vanderverter Recorder
File **6529096**

NUMBER OF PLAT PAGES

1

SECTION	TOWNSHIP	RANGE
15	43	11
LEGAL DESCRIPTION		
NW 1/4		

CHECK (✓) TYPE OF PLAT:

- ANNEXATION/DISCONNECTION
- CONDOMINIUM
- DEDICATION
- EASEMENT
- VACATION
- OTHER _____
- SUBDIVISION (enter subdivision name on line below)

IF THE PLAT RECORDED WAS LARGER THAN 11" X 17", THE ATTACHED COPY HAS BEEN REDUCED FROM A SCANNED IMAGE.

ORIGINAL SCALE PAPER COPIES OR DIGITAL IMAGE FILES ARE ALSO AVAILABLE FOR PURCHASE – PLEASE CALL (847) 377-2678

FOR MORE INFORMATION

