

# UNOFFICIAL COPY

This Document Prepared by  
and after recording return to:

D. Scott Hargadon  
Bryan Cave LLP  
161 N. Clark Street, Suite 4800  
Chicago, Illinois 60601



Doc#: 0520718086  
Eugene "Gene" Moore Fee: \$88.50  
Cook County Recorder of Deeds  
Date: 07/28/2005 01:48 PM Pg: 1 of 32

## THIRD AMENDMENT TO DEVELOPMENT, OPERATION AND RECIPROCAL EASEMENT AGREEMENT

This Third Amendment to Development, Operation and Reciprocal Agreement (this "Amendment") is made this 15th day of June, 2005 (the "Effective Date") by and between ACACIA CREDIT FUND 9-A, L.L.C., a Delaware limited liability company ("Residential Owner"), THE WOODS OF SOUTH BARRINGTON L.L.C., a Delaware limited liability company ("Developer"), THE WOODS OF SOUTH BARRINGTON II, L.L.C., an Illinois limited liability company ("Commercial Owner"), and WSB DEVELOPMENT PARTNERS, LLC, a Delaware limited liability company ("Purchaser").

### RECITALS

A. Residential Owner, Developer and Commercial Owner have entered into the Development, Operation and Reciprocal Easement Agreement dated April 22, 2004 and recorded as Document No. 0411932014 with the Cook County Recorder of Deeds (the "Original DOEA"), the First Amendment to Development, Operation and Reciprocal Easement Agreement dated June 14, 2004 and recorded as Document No. 0416941084 with the Cook County Recorder (the "First Amendment"), and the Second Amendment to Development, Operation and Reciprocal Easement dated March 31, 2005 and recorded as Document No. 0509127110 with the Cook County Recorder (the "Second Amendment"). The Original DOEA, the First Amendment and the Second Amendment are referred to collectively herein as the "DOEA."

B. All capitalized terms used herein not otherwise defined in this Amendment shall have the meanings ascribed to them in the DOEA.

C. In an Agreement for the Sale of Commercial Real Estate dated January 3, 2005 (the "Purchase Agreement"), Purchaser agreed to purchase the Commercial Property from Commercial Owner subject to certain conditions stated in that agreement.

D. Purchaser has had the opportunity to review all of the documents pertaining to the Property including the DOEA, Consent Decree, Preliminary PUD and Preliminary Engineering Plans. As a result of this review, Purchaser has requested, and Residential Owner, Commercial Owner and Developer shall agree to the terms of this Amendment, subject to the conditions set forth herein.

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E. This Amendment applies to the Property, the legal description of which is set forth in Exhibit A hereto.

NOW, THEREFORE, in consideration of the Recitals, which by this reference are incorporated herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Sanitary Sewer Easement Area. Commercial Owner previously approved a proposed location for the Sanitary Sewer Easement Area (the "Original Location") which is shown on Exhibit B-1 hereto. Purchaser desires to relocate the Sanitary Sewer Easement Area from the Original Location to the area shown on Exhibit B-2 (the "New Location"). By moving the Sanitary Sewer Easement to the New Location, the parties agree that approximately 1,670 feet of additional Force Main shall be required to connect the Force Main to its collector point. Residential Owner shall pay the cost of installing the Force Main in the New Location.
2. Stormwater Detention. Section 4.01 of the Original DOEA provides that Residential Owner shall construct the Stormwater Improvements at its expense to serve the entire Property. The detention facility portion of the Stormwater Improvements has been previously planned for Area A-1 and designed as Pond 17 as shown on Exhibit C-1 attached hereto, with Area A-1 having 11.68 acres in total. Section 4.02(i) of the Original DOEA provides that (a) Residential Owner shall use reasonable efforts to locate the Stormwater Improvements in Area A-1 and (b) Commercial Owner has the right to relocate the Stormwater Improvements at its expense provided Commercial Owner obtains the required permits, even if Residential Owner may have already constructed the Stormwater Improvements.

Purchaser desires that the Stormwater Improvements be located on approximately 19.6 acres of land Purchaser intends to purchase from the Village of South Barrington (the "Village") as shown on Exhibit C-2 attached hereto and a small portion of the Commercial Property adjacent to such 19.6 acres (collectively the "New Detention Area") rather than in Area A-1. Purchaser shall cause Haeger Engineering LLC (the "Civil Engineer") to prepare engineering plans for the location of the Stormwater Improvements at the New Detention Area, which shall accommodate the stormwater detention needs of the Residential Property, the Commercial Property, and the property of the South Barrington Park District and property of the Village of South Barrington (the "Village") and which shall comply with all relevant laws, ordinances and regulations.

Exhibit C-3 shows the configuration of the New Detention Area. Purchaser is diligently working to obtain the necessary land and permits to accomplish moving the Stormwater Improvements to the New Detention Area from Area A-1. Accordingly, in compliance with Section 4.02 of the Original DOEA, Residential Owner agrees that so long as Purchaser has obtained title to the New Detention Area and the necessary agreements and permits by the date (the "Key Date") which is the later of (x) August 1, 2005 and (y) the date on which Residential Owner receives a permit from the Army Corps of Engineers permitting wetland mitigation in Area A-1, to allow the Stormwater Improvements to be relocated to the New Detention Area. Residential Owner shall agree to construct in the New Detention Area a detention basin sufficient for Residential Owner's needs (as well as the stormwater needs of the South Barrington Park District and the Village for the property it owns which does not comprise any portion of the New Detention Area) pursuant to plans approved by the Village; Residential Owner shall pay all of the construction costs for this detention basin. Residential Owner shall cooperate with all reasonable efforts of Purchaser to obtain the necessary permits so long as Residential Owner is reasonably satisfied, through the plans of the Civil Engineer, that the

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relocation of the Stormwater Improvements shall not materially impair Residential Owner's development of the Residential Property in accordance with the Final PUD Ordinance for the Residential Property.

If Purchaser has not obtained the agreements and permits necessary to relocate the Stormwater Improvements from Area A-1 to the New Detention Area by the Key Date, then Residential Owner may commence construction of the Stormwater Improvements in Area A-1 but only to the extent necessary to serve the Residential Property and without any capacity for the Commercial Property. Furthermore, Residential Owner agrees to the extent reasonably feasible, based upon advice from the Civil Engineer, to construct initially in Area A-1 only the amount of detention capacity required to serve the residences, common areas and impervious surfaces in general to be constructed by Residential Owner during the calendar year 2005. If Purchaser has not obtained the agreements and permits necessary to relocate the Stormwater Improvements from Area A-1 to the New Detention Area by April 1, 2006, then Residential Owner shall at its discretion be allowed to complete the Stormwater Improvements in Area A-1 to serve all of the Residential Property, the South Barrington Park District property and the Village's property. In the event such construction of the Stormwater Improvements for the Residential Property within Area A-1 goes forward, Residential Owner agrees that, subject to permits required from the Village and/or the United States Army Corps of Engineers, the detention pond as constructed shall be located as far north in Area A-1 as is possible using good engineering practices and occupy as small an area as good engineering principles shall permit, it being the intention of the parties that Area A-1 shall be preserved for uses other than stormwater detention as much as possible.

Notwithstanding the foregoing, if Purchaser is successful in obtaining the agreements and permits necessary to move the Stormwater Improvements to serve the entire Property to the New Detention Area after Residential Owner has constructed the Stormwater Improvements for the Residential Property in Area A-1, Purchaser may construct the Stormwater Improvements in the New Detention Area at its expense and upon the completion of the Stormwater Improvements in the New Detention Area to serve the Residential Property, may then at Purchaser's expense fill in the previously constructed detention pond in Area A-1 and use that area for retail uses.

To the extent the New Detention Area is used for the Stormwater Improvements, Residential Owner shall be entitled to use the excess soil from the excavation of the Detention Water Facility therein for fill on the Residential Property or elsewhere or to fulfill Residential Owner's obligation to provide fill to the South Barrington Park District. Any unused excess soils shall be the responsibility of Commercial Owner.

3. MAINTENANCE OF STORMWATER IMPROVEMENTS. Section 4.03 of the Original DOEA provides that, with minor exceptions, Residential Owner is to own and maintain the Stormwater Improvements with Commercial Owner obligated only to pay its proportionate share of the operation and maintenance costs thereof. The parties agree however that Commercial Owner shall own and maintain the New Detention Area and the Stormwater Improvements therein and shall pay all of the maintenance and operations costs with respect to the Stormwater Improvements.

If Commercial Owner fails to maintain the Stormwater Improvements in the New Detention Area such that the Stormwater Improvements shall not function for their intended purpose, Residential Owner shall provide written notice to Commercial Owner specifying the alleged maintenance deficiency, and Commercial Owner shall have sixty (60) days to correct the deficiency, or if more than sixty (60) days is reasonably required, Commercial Owner shall



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commence the cure in the sixty (60) day period and diligently pursue the cure to completion. However, in the event of an emergency, Commercial Owner agrees to take the necessary action as soon as possible to correct a problem. In the event of a Commercial Owner default under this Section 3, Residential Owner shall have the right, upon seven (7) days prior written notice to Commercial Owner declaring Residential Owner's intent to enter the New Detention Area (or twenty-four (24) hours in the event of an emergency), to enter the New Detention Area solely for the purpose of correcting the deficiency specified in the original notice which has not been timely cured by Commercial Owner. Commercial Owner shall pay the reasonable costs incurred by Residential Owner within thirty (30) days after presentation of invoices to Commercial Owner.

4. CONVEYANCE OF DETENTION/WATER FACILITY AREA. Section 1.02 of the Second Amendment (amending Section 4.02(ii) of the Original DOEA) provides that the Stormwater Improvements are to be constructed in the Detention/Water Facility Area, which Detention/Water Facility Area (located in Area A-1) may, at the election of Commercial Owner be conveyed to the Residential Owner following construction of the Stormwater Improvements or to any homeowner association(s) created for the Residential Property. If, following conveyance of a portion of Area A-1 or an easement thereto to the Residential Owner or an association, Purchaser is successful in obtaining the agreements and permits necessary to move the Stormwater Improvements to the New Detention Area and Purchaser constructs the Stormwater Improvements therein, Residential Owner shall reconvey the land previously conveyed or release the easement granted; if the conveyance or grant of easement was made to an association, the association, as successor to Residential Owner shall reconvey the land or release the easement within thirty (30) days following Purchaser's completion of the Stormwater Improvements in the New Detention Area or another location.

5. WETLANDS: PERMITTING AND DISPOSITION. The Commercial Property contains a 3.267 acre wetland ("Wetland 36") immediately south of Area A-1. Wetland 36 is not a federally-regulated wetland and falls instead under the jurisdiction of the Village pursuant to the Village's "Lowland Conservancy" ordinance. Residential Owner has applied to the Village to create a mitigation area for Wetland 36 on the Residential Property. Residential Owner has made no application with respect to the federal wetlands on the site, commonly referred as Wetland 33 and Wetland 37. Wetlands 33, 36 and 37 are shown on the Wetland Map attached hereto as Exhibit D. Section 4.05(iv)(c) of the Original DOEA provides that Commercial Owner may use up to 2.538 acres of the Residential Property for mitigation purposes; the parties now agree that Residential Owner shall provide on the Residential Property up to 5.55 acres of land for the mitigation of Wetlands 33 and 37 in addition to the mitigation area on the Residential Property planned for Wetland 36. Purchaser shall be responsible for all permitting with respect to Wetlands 33 and 37.

6. WATER IMPROVEMENTS; ALLOCATION OF CAPACITY. Section 3.01 of the Original DOEA requires Residential Owner to provide Water Improvements "required to accommodate the potable water and fire protection needs of the Property . . ." (which includes the Commercial Property). Purchaser, in conjunction with the Civil Engineer, has determined that the water capacity needed to serve the Commercial Property shall be 850 P.E. (populations equivalents) at a minimum of 70 pounds per square inch (the "Required Pressure"). Residential Owner shall elect, within thirty (30) days after the date of this Amendment, to either (a) allocate 850 P.E. of the capacity of the Water Improvements to the Commercial Property or (b) agree to redesign the Water Improvements so that 850 P.E. of capacity shall be allocated to the Commercial Property at the Required Pressure. If Residential Owner elects (b), Residential

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Owner shall be obligated to pay the costs of increasing the capacity of the Water Improvements to provide 850 P.E. to the Commercial Property at the Required Pressure.

7. LANDSCAPED BERM. Purchaser and Residential Owner agree that if Area A-1, or any portion thereof is used for other than detention purposes, it shall be in the interest of both parties to have a landscaped berm erected to screen Lots 22, 23, 24, 25 and 26 in Regency at Woods of South Barrington Subdivision (collectively the "Lots"). Provided the Village approves the berm, the berm shall be located along the southern boundary of the Lots. Purchaser and Residential Owner shall cooperate in the planning of the berm, its location and landscaping and the median. Purchaser shall construct at its expense the landscaped berm upon approval of plans therefor by the Village.
8. ENTRY ROAD; LANDSCAPED MEDIAN. Section 5.01(i) of the Original DOEA required Residential Owner to construct, *inter alia*, South Woods of South Barrington Drive from Route 59 to the Detention/Water Facility and related improvements thereto (collectively the "Base Roadway"). Residential Owner and Purchaser agree that it will be beneficial to the Commercial Property and the Residential Property to upgrade the Base Roadway to a four lane road with a landscaped median. Purchaser and Residential Owner agree to cooperate in the planning of the road and the median. The road and median shall be constructed at Residential Owner's expense, however, Purchaser shall pay for (a) one-half the cost of the landscaped median and (b) Residential Owner's costs of constructing the road over and above the costs Residential Owner would have incurred in constructing the Base Roadway. Purchaser shall pay the costs in subsections (a) and (b) above (the "Road and Median Cost") within thirty (30) days after notice from Residential Owner that the construction of the road and median are complete and accepted by the Village.
9. TEMPORARY CONSTRUCTION EASEMENT. The temporary construction easement set forth in Section 6.01 of the Original DOEA is hereby applied to (a) Area A-1 and such portions of the Commercial Property necessary for Residential Owner to access Area A-1 which easement shall include the right of Residential Owner to construct the Force Main and such other required sewer and water distribution mains in the easement area, and (b) that portion of the Commercial Property or lands to be acquired by Purchaser comprising the New Detention Area for Residential Owner to construct the Stormwater Improvements therein.
10. INDEMNIFICATION OF COMMERCIAL OWNER. Notwithstanding Section 8.04 of the Original DOEA to the contrary, Residential Owner does hereby indemnify and hold Commercial Owner harmless to the extent of any claim or liability, including reasonable attorneys' fees, which Commercial Owner may suffer arising out of the entry of Residential Owner, its employees, agents and contractors on the Commercial Property to perform any work referred under the DOEA and this Amendment, except to the extent of the negligence or willful misconduct of Commercial Owner, its employees and agents.
11. CONTRIBUTIONS. All of the fees, contributions and donations required by Sections 3.E, 3.F and 3.H of the Consent Decree and Sections 17 (a), (b) and (c) of the Annexation Agreement shall be paid by Residential Owner, it being agreed that Commercial Owner shall have no obligation to pay any portion of such fees, contributions and donations.
12. EFFECT OF PURCHASER ACQUIRING THE COMMERCIAL PROPERTY. When Purchaser or any assignee or designee of Purchaser (the "Purchaser Entity") acquires the Commercial Property, Purchaser shall succeed to the interest of Commercial Owner thereunder. Accordingly, once the Purchaser Entity has acquired title to the Commercial Property, all

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references in this Amendment to "Purchaser" shall be deemed to be "Commercial Owner" and the Purchaser Entity shall thereupon acquire all rights and assume all responsibilities of Commercial Owner under the DOEA and this Amendment, and Commercial Owner shall at that time be released from any obligation under the DOEA and this Amendment.

13. EFFECT OF PURCHASER NOT ACQUIRING THE COMMERCIAL PROPERTY. If the Purchaser Entity has not acquired title to the Commercial Property due to (a) Purchaser terminating the Purchase Agreement in accordance with its terms or (b) if Purchaser does not exercise its right of termination under the Purchase Agreement but commits an event of default pursuant to which Commercial Owner terminates the Purchase Agreement, then Commercial Owner, upon notice to the parties hereto, within ninety (90) days of the termination of the Purchase Agreement, may elect to invalidate any or all of Sections 2, 3, 4, 5 and 6 of this Amendment.

14. EFFECT OF AMENDMENT. If there is a conflict between the provisions of the DOEA and this Amendment, the provisions of this Amendment shall control. All provisions of the DOEA not amended hereby shall remain in full force and effect.

15. NOTICES. In addition to the parties and addresses set forth in Section 7 of the Original DOEA, notices to Purchaser shall be addressed as follows:

WSB Development Partners LLC  
c/o The Jaffe Companies  
400 Skokie Boulevard, Suite 405  
Northbrook, IL 60062

with a copy to:

Scott Lucas  
New Paradigm Development  
5301 Virginia Way, Suite 155  
Brentwood, TN 37027

and

D. Scott Hargadon  
Bryan Cave LLP  
161 N. Clark Street, Suite 4800  
Chicago, IL 60601

If the Purchaser Entity purchases the Commercial Property, the above notice addresses shall apply for "Commercial Owner."

16. INTENTIONALLY DELETED.

17. SUCCESSORS AND ASSIGNS. The rights and obligations under this Amendment shall inure to and be binding upon the successors and assigns of the parties hereto. This Amendment shall be recorded against title to the Property and constitute a covenant running with the land.

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18. BARTLETT ROAD. All parties to this Agreement agree that for the construction of the improvements described in this Amendment, Bartlett Road may not be used for construction vehicles connected to such work.

19. ATTORNEYS' FEES. If a party to this Agreement (other than the Village) shall be held in breach of this Amendment by a court of competent jurisdiction, and such court order is final and either unappealed or unappealable, then the party in breach shall pay the reasonable attorneys' fees and costs of the party not in breach.

(Signature Page to Follow)

Property of Cook County Clerk's Office

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Dated the date first written above.

**RESIDENTIAL OWNER:**

ACACIA CREDIT FUND 9-A L.L.C.,  
a Delaware limited liability company

By: Fund 9-A Management Company  
L.L.C., a Delaware limited liability  
company,  
its Managing Member

By: Acacia Capital Corporation, a  
California corporation,  
its Managing Member

By: Steven Ben  
its Exec. Vice President

**COMMERCIAL OWNER:**

THE WOODS OF SOUTH BARRINGTON II,  
L.L.C., an Illinois limited liability company

By: Michael Felner  
Its Manager

**DEVELOPER:**

THE WOODS OF SOUTH BARRINGTON, L.L.C.,  
a Delaware Limited Liability Company

By: Mesirow Stein Real Estate, Inc,  
manager

By: Michael Felner  
Its: \_\_\_\_\_

**PURCHASER:**

WSB DEVELOPMENT PARTNERS, LLC, a  
Delaware limited liability company

New Paradigm Development Partners, LLC, member

By: J. Scott Lucas  
J. Scott Lucas, manager

By: Michael N. Jaffe  
Michael N. Jaffe, not individually but as Trustee  
of the Michael N. Jaffe Declaration of Trust  
dated June 25, 2004, member



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## ACKNOWLEDGEMENTS

STATE OF ~~ILLINOIS~~ <sup>Arizona</sup> )  
 )SS  
COUNTY OF Maricopa )

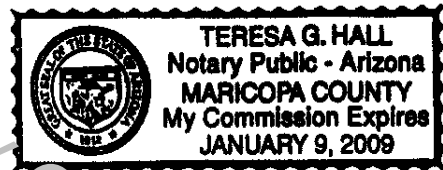
On this 1st day of July, 2005, before me, a Notary Public, duly commissioned, qualified and acting within and for said County and State, appeared in person the within named Steven S. Benson, being the person authorized by ACACIA CAPITAL CORPORATION, a California corporation, ("Corporation"), the Managing Member of FUND 9-MANAGEMENT COMPANY, L.L.C., a Delaware limited liability company, the Managing Member of ACACIA CREDIT FUND 9-M, L.L.C., a Delaware limited liability company, to execute such instrument to me personally well known, who stated that he is the Managing Member of said Corporation, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 1st day of July, 2005.

GIVEN under my hand and Notary Seal this 1st day of July, 2005.

Teresa G. Hall  
Notary Public

My commission expires 01/09/09



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STATE OF ILLINOIS )  
 )SS  
COUNTY OF COOK )

On this 15 day of June, 2005, before me, a Notary Public, duly commissioned, qualified and acting within and for said County and State, appeared in person the within named Mike Szkhulski, being the person authorized by THE WOODS OF SOUTH BARRINGTON II, L.L.C., an Illinois limited liability company ("Company"), to execute such instrument to me personally well known, who stated that he is the manager of said Corporation, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 15 day of June, 2005.

GIVEN under my hand and Notary Seal this 15 day of June, 2005.



Matthew J. [Signature]  
Notary Public

My commission expires \_\_\_\_\_

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STATE OF ILLINOIS )  
 )SS  
COUNTY OF COOK )

On this 15 day of June, 2005, before me, a Notary Public, duly commissioned, qualified and acting within and for said County and State, appeared in person the within named Mike Szkwlski, being the person authorized by THE WOODS OF SOUTH BARRINGTON, L.L.C., a Delaware limited liability company ("Company"), to execute such instrument to me personally well known, who stated that he is the senior managing director of said Corporation, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 15 day of June, 2005.

GIVEN under my hand and Notary Seal this 15 day of June, 2005.



Math Juel  
Notary Public

My commission expires \_\_\_\_\_

Proprietor Cook County Clerk's Office

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STATE OF ILLINOIS )  
 )SS  
COUNTY OF Cook )

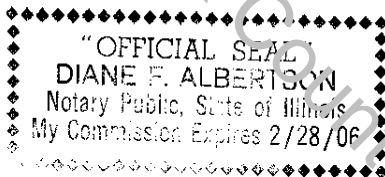
On this 15th day of June, 2005, before me, a Notary Public, duly commissioned, qualified and acting within and for said County and State, appeared in person the within named J. Scott Lucas and Michael N. Jaffe, being the persons authorized by the members of WSB DEVELOPMENT PARTNERS, LLC, a Delaware limited liability company ("Company"), to execute such instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 15th day of June, 2005.

GIVEN under my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

*Diane F. Albertson*  
Notary Public

My commission expires 2/28/06





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STATE OF ILLINOIS )  
 )SS  
COUNTY OF COOK )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005, before me, a Notary Public, duly commissioned, qualified and acting within and for said County and State, appeared in person the within named Frank Munao, Village President, and Donna Wilkins Wood, Village Clerk, being the persons authorized by THE VILLAGE OF SOUTH BARRINGTON, an Illinois municipality ("Village"), to execute such instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

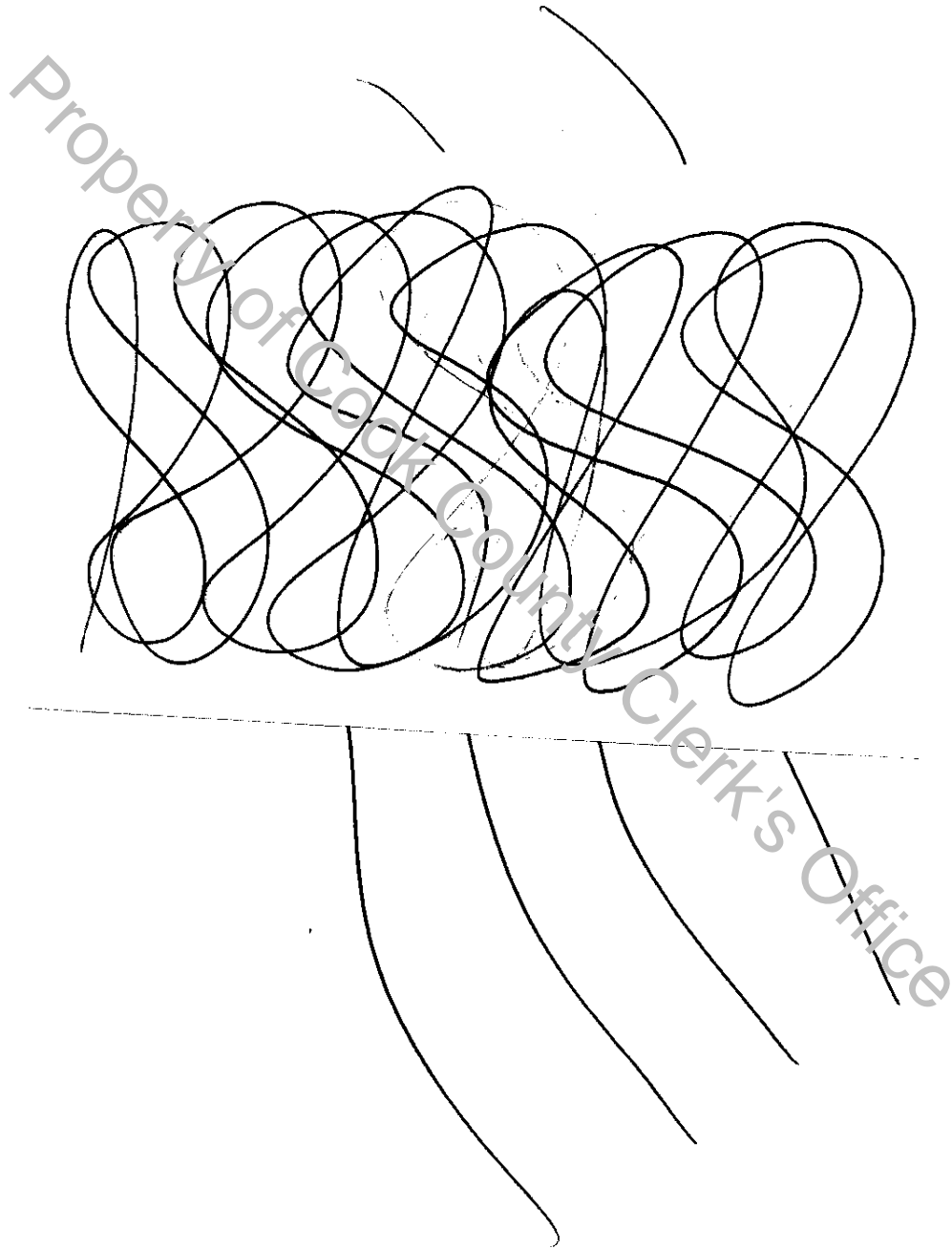
GIVEN under my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

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## EXHIBIT A LEGAL DESCRIPTION



**UNOFFICIAL COPY****EXHIBIT A  
LEGAL DESCRIPTION****RESIDENTIAL PROPERTY****PARCEL 1:**

**THAT PART OF SECTION 28, AND 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE SOUTH 00°19'35" EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 2624.22 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 28; THENCE SOUTH 00°04'45" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 643.38 FEET; THENCE SOUTH 89°40'35" WEST, A DISTANCE OF 1079.11 FEET TO A POINT ON LINE 1079.10 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 33; THENCE SOUTH 00°04'45" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 281.47 FEET; THENCE NORTH 89°40'35" EAST, A DISTANCE OF 1079.11 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 33; THENCE SOUTH 00°04'45" EAST ALONG SAID EAST LINE, A DISTANCE OF 1707.93 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE NORTH 89°58'22" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 508.00 FEET; THENCE SOUTH 00°02'15" WEST, A DISTANCE OF 428.90 FEET; THENCE SOUTH 89°58'22" EAST, A DISTANCE OF 508.00 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 33; THENCE SOUTH 00°02'15" WEST ALONG SAID EAST LINE, A DISTANCE OF 351.59 FEET TO A POINT ON THE NORTH LINE OF HIGGINS ROAD DEDICATED PER DOCUMENT NUMBER 1208573; THENCE NORTH 69°18'19" WEST ALONG SAID NORTH LINE, A DISTANCE OF 2766.41 FEET TO A POINT ON THE EAST LINE OF ILLINOIS ROUTE 59 ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 11194096; THENCE NORTH 00°11'17" WEST ALONG THE EAST LINE OF SAID ILLINOIS ROUTE 59, A DISTANCE OF 2421.01 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE NORTH 00°11'05" WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF STATE ROUTE 59 RECORDED AS DOCUMENT 11190496, A DISTANCE OF 2637.83 FEET TO A POINT ON THE NORTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE NORTH 00°12'10" WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF STATE ROUTE 59 RECORDED AS DOCUMENT NUMBER 11668686, A DISTANCE OF 485.70 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF STATE ROUTE 59 RECORDED AS DOCUMENT NUMBER 11113029 FOR THE FOLLOWING THREE (3) COURSES; (1) THENCE NORTHERLY ALONG A CURVE CONCAVE**

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FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH  $00^{\circ} 02' 15''$  WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 428.90 FEET TO A LINE 428.90 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH  $89^{\circ} 58' 22''$  EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 508.00 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH  $00^{\circ} 02' 15''$  WEST ALONG SAID EAST LINE, A DISTANCE OF 351.59 FEET TO THE NORTH LINE OF ILLINOIS ROUTE 72 AS MONUMENTED AND OCCUPIED; THENCE NORTH  $69^{\circ} 18' 19''$  WEST ALONG SAID NORTH LINE, A DISTANCE OF 2766.41 FEET TO A POINT ON THE EAST LINE OF ILLINOIS ROUTE 59 ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 11194096; THENCE NORTH  $00^{\circ} 21' 17''$  WEST ALONG THE EAST LINE OF SAID ILLINOIS ROUTE 59, A DISTANCE OF 1096.63 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET WITH AN ARC LENGTH OF 80.49 FEET AND A CHORD BEARING OF SOUTH  $46^{\circ} 18' 23''$  EAST TO A POINT OF COMPOUND CURVATURE; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 467.00 FEET AND AN ARC LENGTH OF 68.92 FEET TO A POINT OF REVERSE CURVATURE THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 798.00 FEET AND AN ARC LENGTH OF 365.16 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 552.00 FEET AND AN ARC LENGTH OF 125.61 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 198.00 FEET AND AN ARC LENGTH OF 66.38 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 30.00 FEET AND AN ARC LENGTH OF 35.16 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 196.00 FEET AND AN ARC LENGTH OF 39.98 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 232.00 FEET AND AN ARC LENGTH OF 128.75 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 754.00 FEET WITH AN ARC LENGTH OF 60.64 FEET AND A CHORD BEARING OF NORTH  $22^{\circ} 40' 42''$  EAST TO A POINT OF NON-TANGENCY; THENCE SOUTH  $51^{\circ} 22' 16''$  EAST, A DISTANCE OF 822.83 FEET; THENCE SOUTH  $65^{\circ} 47' 33''$  EAST, A DISTANCE OF 381.45 FEET; THENCE SOUTH  $00^{\circ} 02' 39''$  EAST, A DISTANCE OF 557.45 FEET TO A LINE 160.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH  $89^{\circ} 58' 22''$  EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 762.78 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE SOUTH  $00^{\circ} 04' 45''$  EAST ALONG SAID EAST LINE, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING, CONTAINING 62.179 ACRES OF LAND MORE OR LESS, ALL IN COOK COUNTY, ILLINOIS.



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## PARCEL 2:

THAT PART OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE NORTH 89°50'29" WEST ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 2389.69 FEET TO A POINT ON A CURVE, BEING A POINT ON THE EAST LINE OF ILLINOIS ROUTE 59 PER DOCUMENT NUMBER 11113029; THENCE NORTHERLY ALONG THE EAST LINE OF SAID ILLINOIS ROUTE 59 PER DOCUMENT NUMBERS 11113029 AND 11549027 FOR THE FOLLOWING THREE COURSES; (1) THENCE NORTHERLY ALONG A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1482.40 FEET AND A CHORD BEARING OF NORTH 21°41'01" WEST WITH AN ARC LENGTH OF 286.34 FEET TO A POINT ON A CURVE; (2) THENCE NORTHERLY ALONG A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2242.01 FEET AND A CHORD BEARING OF NORTH 25°03'26" EAST WITH AN ARC LENGTH OF 384.99 FEET TO A POINT OF TANGENCY; (3) THENCE NORTH 24°58'30" EAST, A DISTANCE OF 2212.09 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 21; THENCE SOUTH 89°51'08" EAST ALONG SAID NORTH LINE, A DISTANCE OF 533.41 FEET; THENCE NORTH 00°21'39" WEST, A DISTANCE OF 1131.30 FEET TO A POINT ON THE EAST LINE OF SAID ILLINOIS ROUTE 59 PER DOCUMENT NUMBER 11443728; THENCE NORTHERLY ALONG SAID EAST LINE FOR THE FOLLOWING THREE COURSES; (1) THENCE NORTH 24°58'30" EAST, A DISTANCE OF 1195.93 FEET; (2) THENCE NORTH 27°49'55" EAST, A DISTANCE OF 200.22 FEET; (3) THENCE NORTH 24°58'12" EAST, A DISTANCE OF 257.37 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 21; THENCE NORTH 89°57'47" EAST ALONG SAID NORTH LINE, A DISTANCE OF 134.37 FEET; THENCE SOUTH 36°57'24" WEST, A DISTANCE OF 285.13 FEET; THENCE SOUTH 00°14'47" EAST, A DISTANCE OF 600.00 FEET; THENCE SOUTH 82°06'19" EAST, A DISTANCE OF 221.79 FEET TO A POINT ON A CURVE BEING THE WEST LINE OF BARTLETT ROAD PER DOCUMENT NUMBER 11113027; THENCE ALONG THE WEST LINE OF SAID BARTLETT ROAD PER DOCUMENT NUMBERS 11113027 AND 8026898 FOR THE FOLLOWING SEVEN COURSES; (1) THENCE SOUTHERLY ALONG A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 5779.65 FEET AND A CHORD BEARING OF SOUTH 06°40'43" WEST WITH AN ARC LENGTH OF 182.71 FEET; (2) THENCE SOUTH 89°50'29" WEST, A DISTANCE OF 13.94 FEET; (3) THENCE SOUTH 00°09'31" EAST, A DISTANCE OF 154.30 FEET TO A POINT ON A CURVE; (4) THENCE SOUTHERLY ALONG A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 5779.65 FEET AND A CHORD BEARING OF SOUTH 02°02'21" WEST WITH AN ARC LENGTH OF 443.40 FEET; (5) THENCE NORTH 89°50'29" EAST, A DISTANCE OF 17.00 FEET; (6) THENCE SOUTH 00°09'31" EAST, A DISTANCE OF 991.17 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21; (7) THENCE SOUTH

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00°11'19" EAST, A DISTANCE OF 389.83 FEET; THENCE NORTH 89°48'41" EAST, A DISTANCE OF 33.00 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 21; THENCE SOUTH 00°11'19" EAST ALONG SAID EAST LINE, A DISTANCE OF 2245.24 FEET TO THE POINT OF BEGINNING, CONTAINING 158.419 ACRES OF LAND, MORE OR LESS, IN COOK COUNTY, ILLINOIS.

PIN #s

01-21-202-003  
 01-21-204-004  
 01-21-400-002  
 01-28-200-005  
 01-28-200-006  
 01-28-200-008  
 01-28-400-001  
 01-28-401-001  
 01-28-402-001  
 01-31-200-009  
 01-33-200-011  
 01-33-200-012  
 01-33-200-014  
 01-33-200-015  
 01-33-200-016  
 01-33-200-017  
 01-33-200-018  
 01-33-200-019

*Route 59 + Higgins Road  
 South Barrington, Illinois*

**UNOFFICIAL COPY****EXHIBIT A  
LEGAL DESCRIPTION****COMMERCIAL PROPERTY****PARCEL 1**

**THOSE PORTIONS OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE NORTH 89° 58' 22" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 508.00 FEET TO A LINE 508.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 00° 02' 15" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 428.90 FEET TO A LINE 428.90 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89° 58' 22" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 508.00 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 00° 02' 15" WEST ALONG SAID EAST LINE, A DISTANCE OF 351.59 FEET TO THE NORTH LINE OF ILLINOIS ROUTE 72 AS MONUMENTED AND OCCUPIED; THENCE NORTH 69° 18' 19" WEST ALONG SAID NORTH LINE, A DISTANCE OF 2766.41 FEET TO A POINT ON THE EAST LINE OF ILLINOIS ROUTE 59 ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 11194096; THENCE NORTH 00° 11' 17" WEST ALONG THE EAST LINE OF SAID ILLINOIS ROUTE 59, A DISTANCE OF 1096.63 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET WITH AN ARC LENGTH OF 80.49 FEET AND A CHORD BEARING OF SOUTH 46° 18' 23" EAST TO A POINT OF COMPOUND CURVATURE; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 467.00 FEET AND AN ARC LENGTH OF 68.92 FEET TO A POINT OF REVERSE CURVATURE THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 798.00 FEET AND AN ARC LENGTH OF 265.16 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 552.00 FEET AND AN ARC LENGTH OF 125.61 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 198.00 FEET AND AN ARC LENGTH OF 66.38 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 30.00 FEET AND AN ARC LENGTH OF 35.16 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 196.00 FEET AND AN ARC LENGTH OF 39.98 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY**

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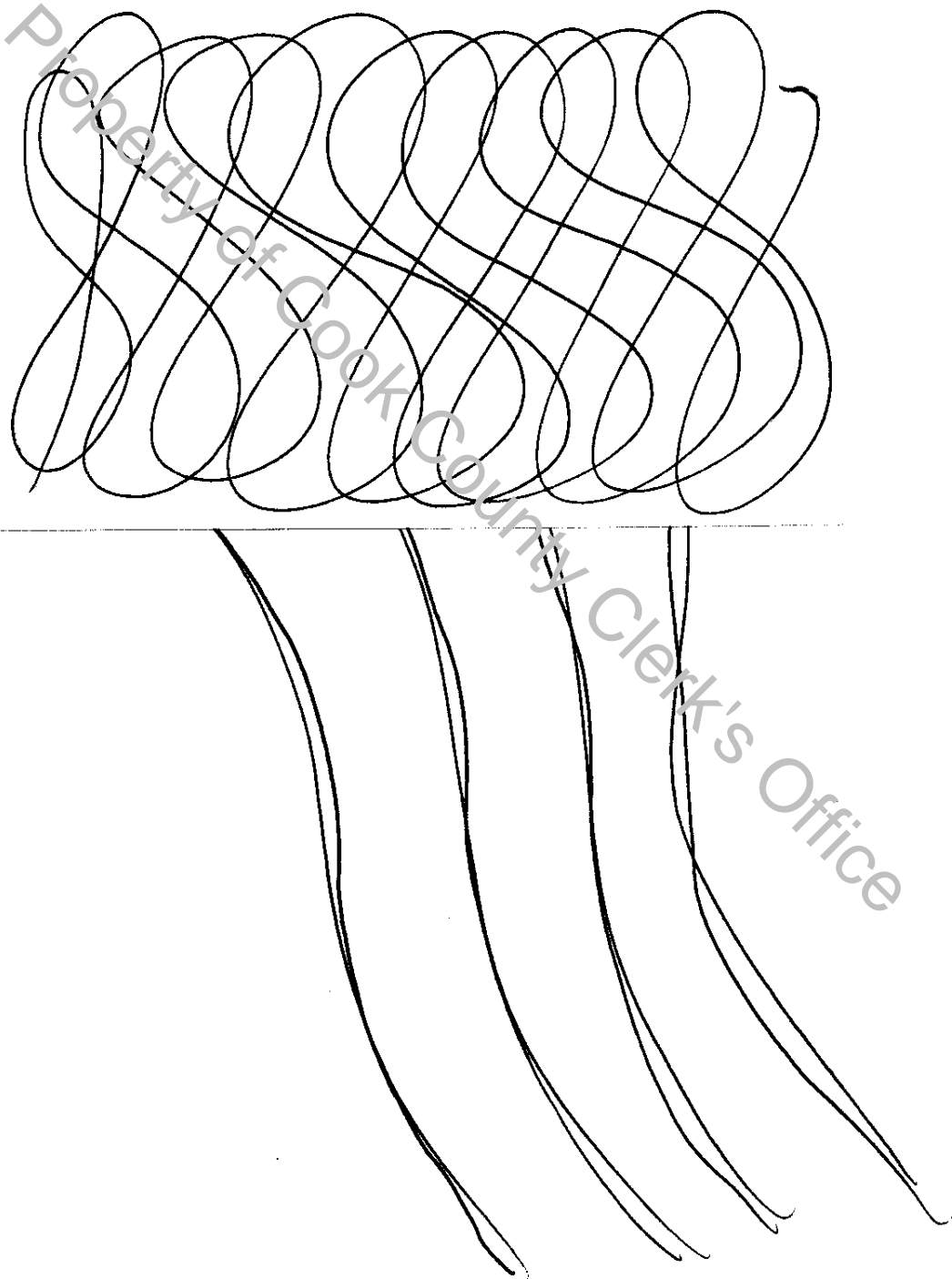
HAVING A RADIUS OF 232.00 FEET AND AN ARC LENGTH OF 125.75 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 754.00 FEET WITH AN ARC LENGTH OF 60.64 FEET AND A CHORD BEARING OF NORTH 22° 40' 42" EAST TO A POINT OF NON-TANGENCY; THENCE SOUTH 51° 22' 16" EAST, A DISTANCE OF 822.83 FEET; THENCE SOUTH 65° 47' 33" EAST, A DISTANCE OF 381.45 FEET; THENCE SOUTH 00° 02' 39" EAST, A DISTANCE OF 557.45 FEET TO A LINE 160.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89° 58' 22" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 762.78 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE SOUTH 00° 04' 45" EAST ALONG SAID EAST LINE, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING, CONTAINING 62.179 ACRES OF LAND MORE OR LESS, ALL IN COOK COUNTY, ILLINOIS.

01-33-200-012  
01-33-200-013  
01-33-200-015  
01-33-200-017

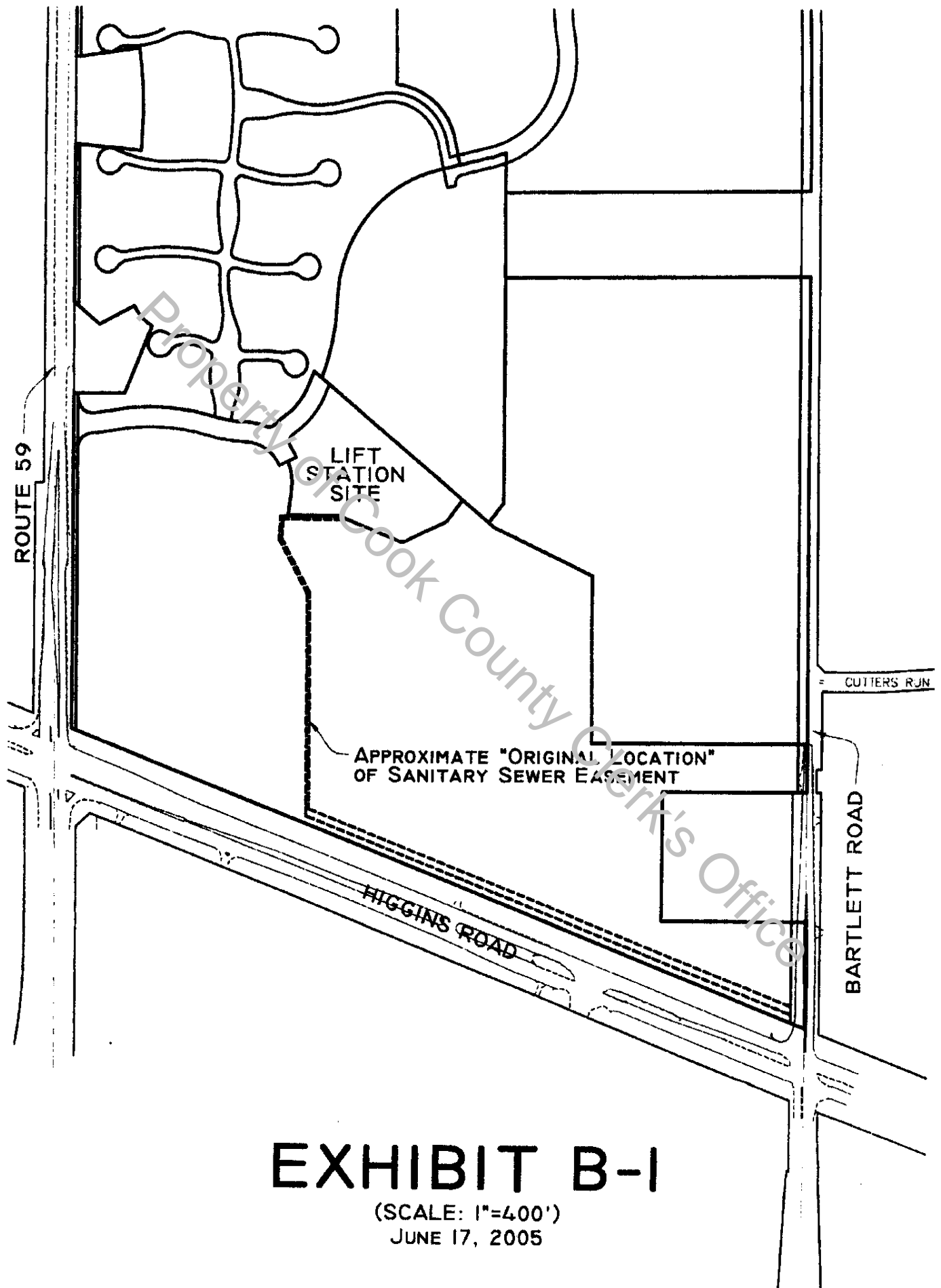


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## EXHIBIT B-1 SANITARY SEWER EASEMENT AREA ORIGINAL LOCATION



# UNOFFICIAL COPY



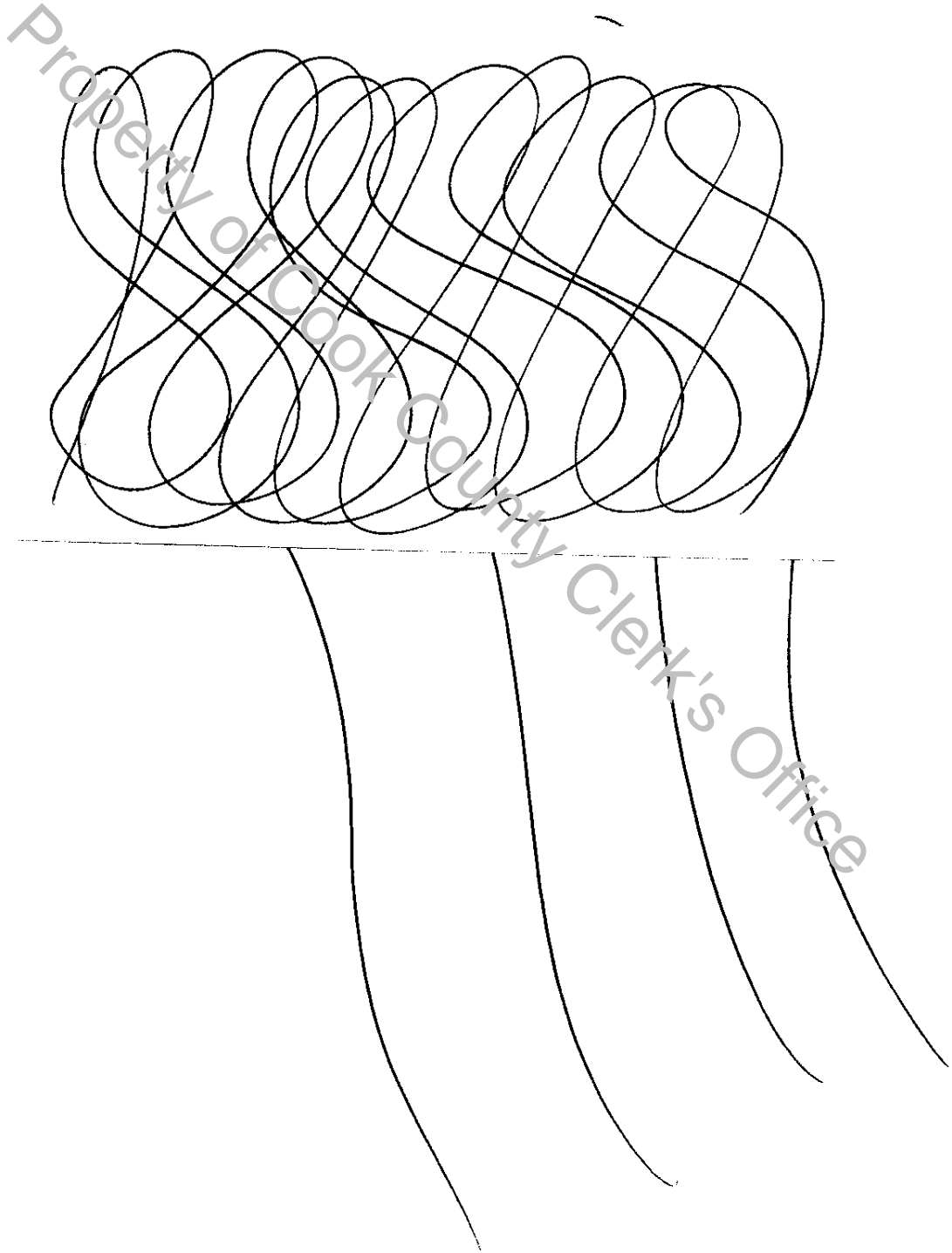
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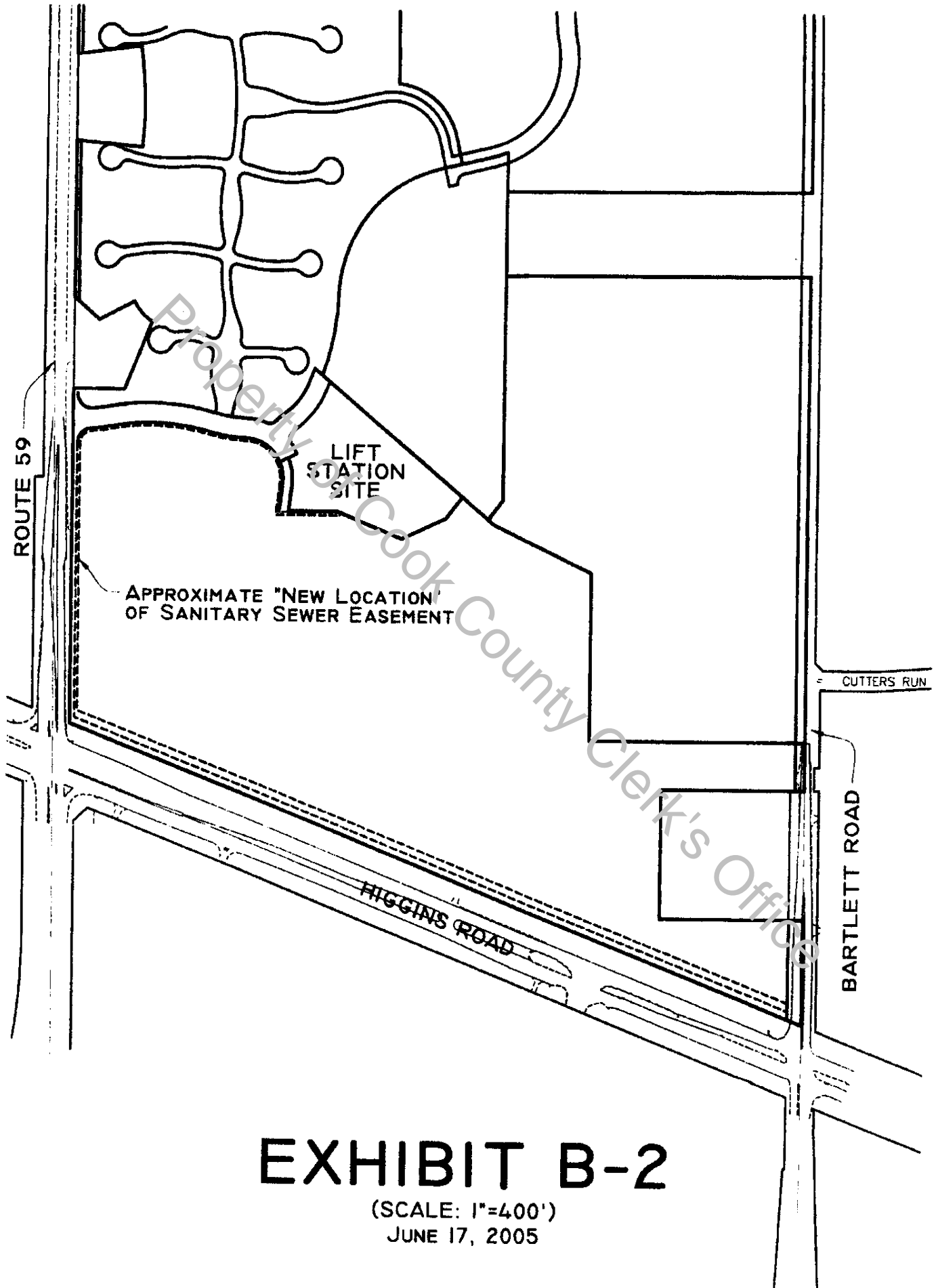
JUNE 17, 2005

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## EXHIBIT B-2 SANITARY SEWER EASEMENT AREA NEW LOCATION



# UNOFFICIAL COPY



## EXHIBIT B-2

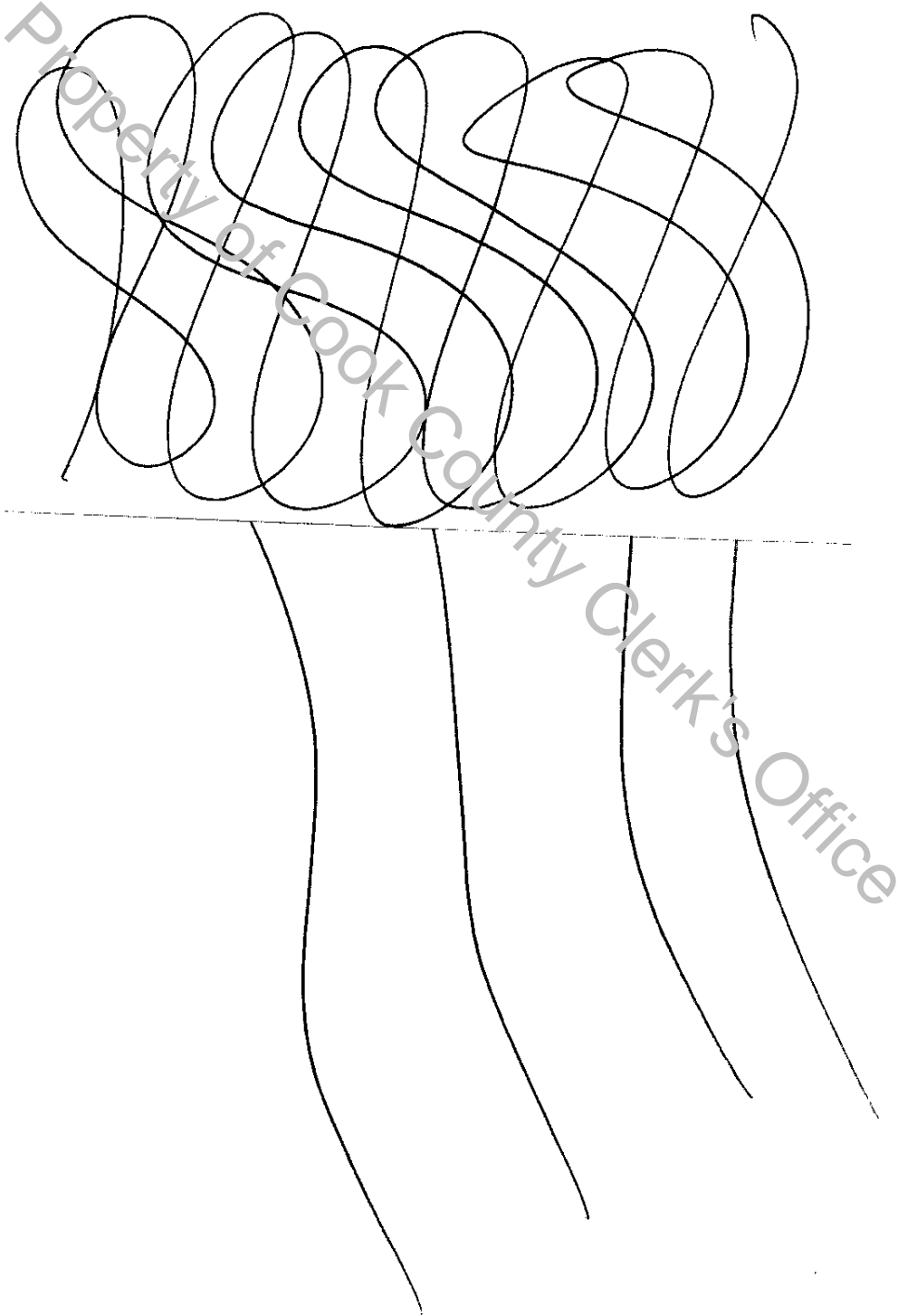
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JUNE 17, 2005

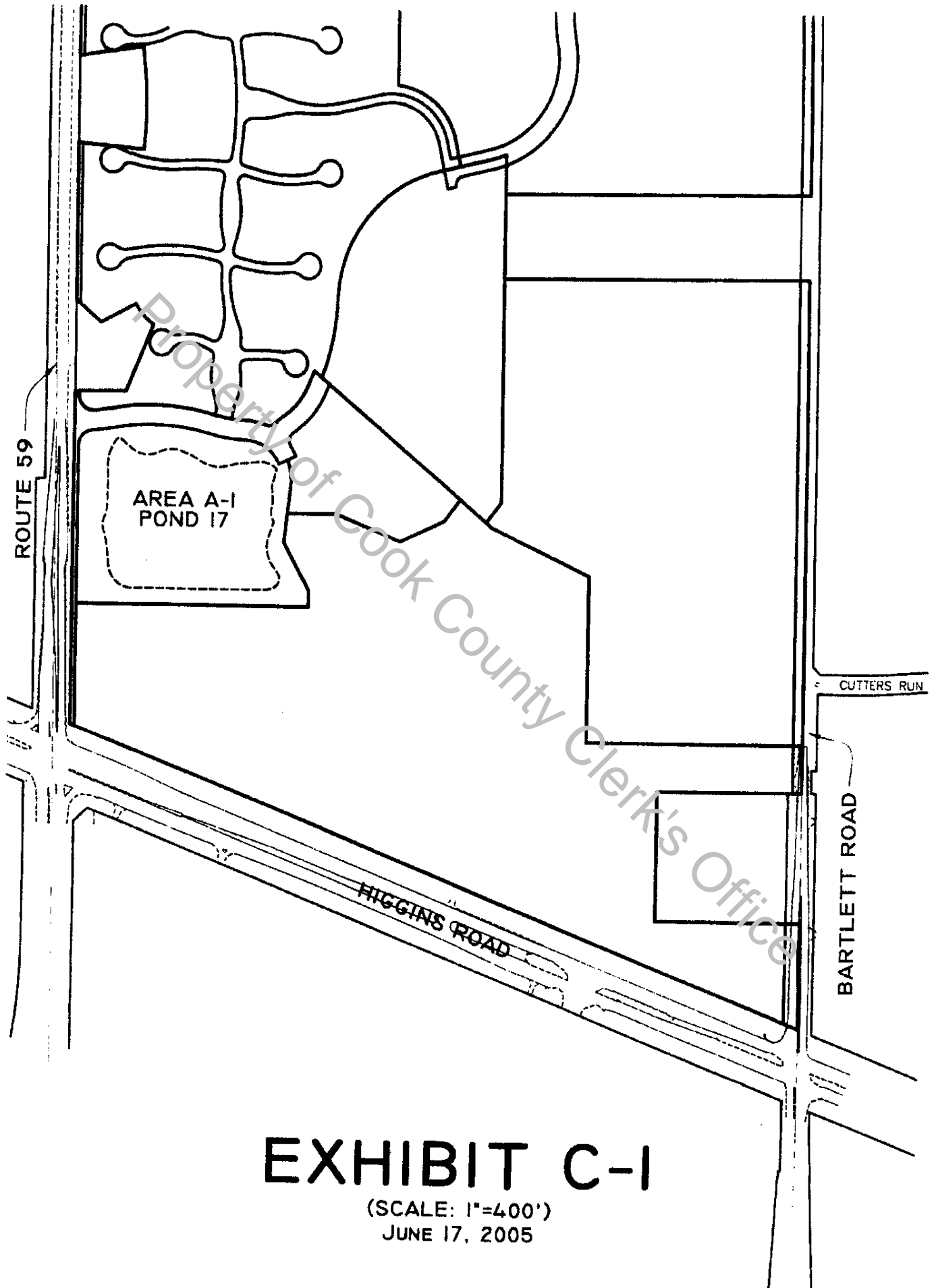


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## EXHIBIT C-1 AREA A-1



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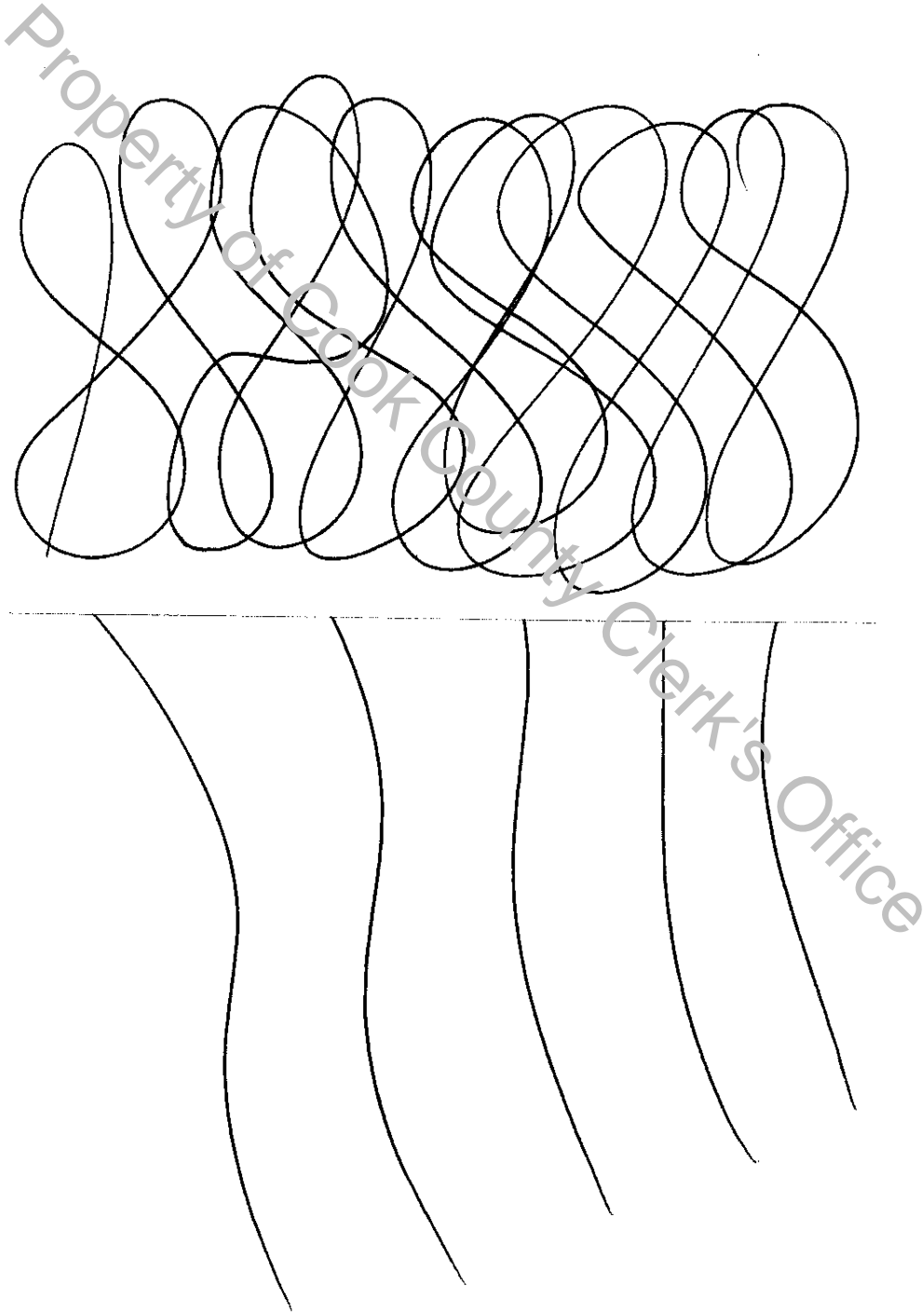
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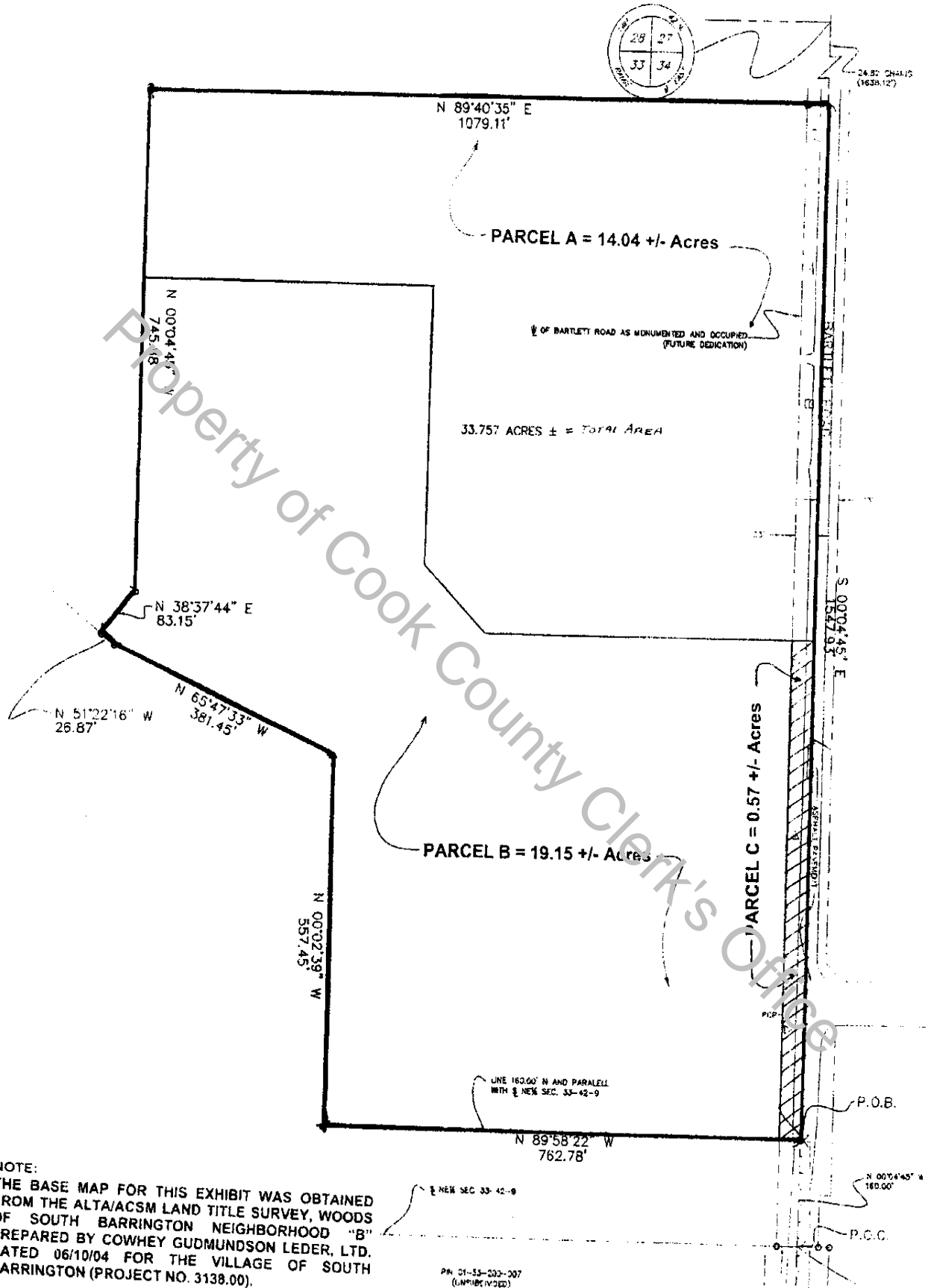
JUNE 17, 2005

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## EXHIBIT C-2 THE 19.6 ACRES



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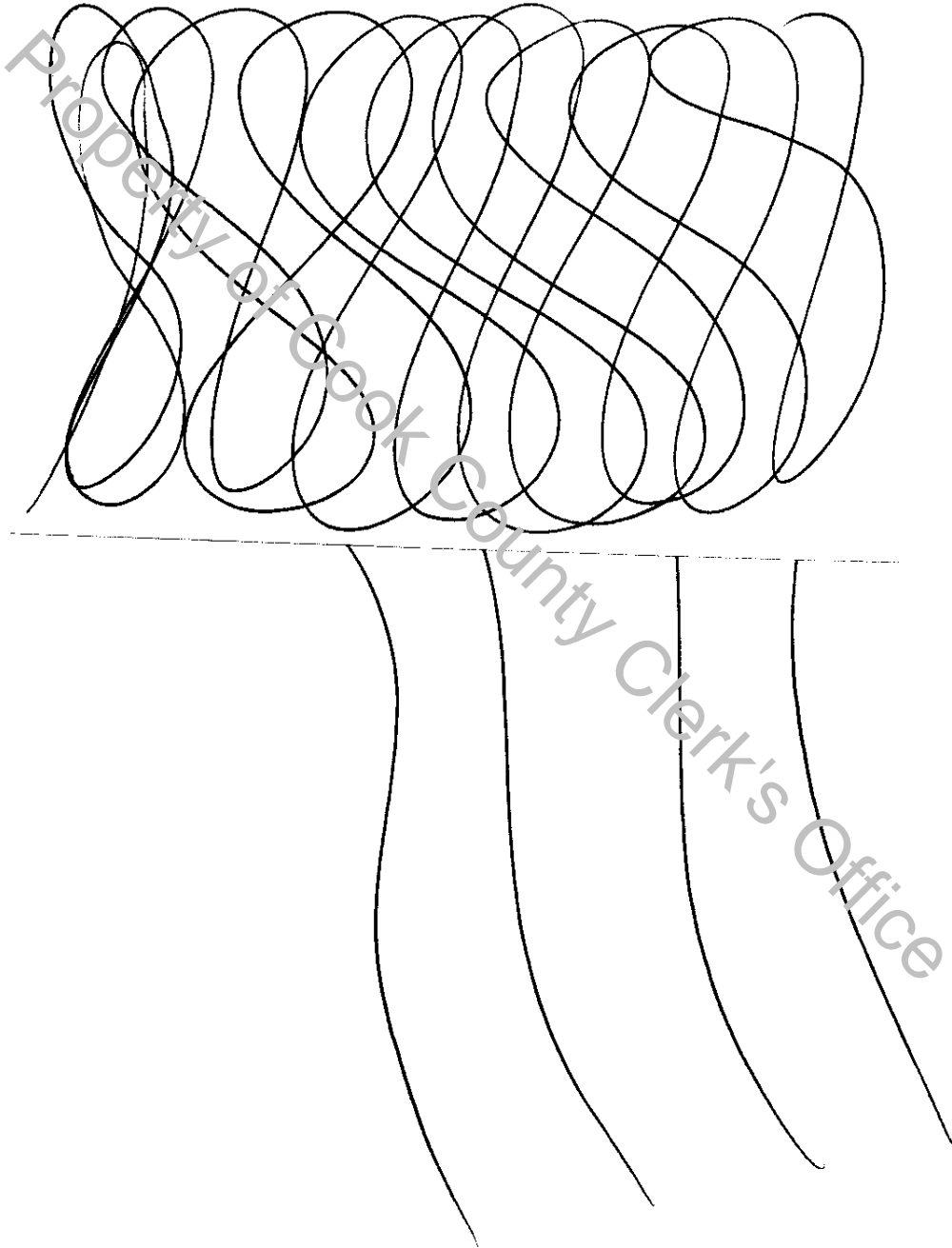
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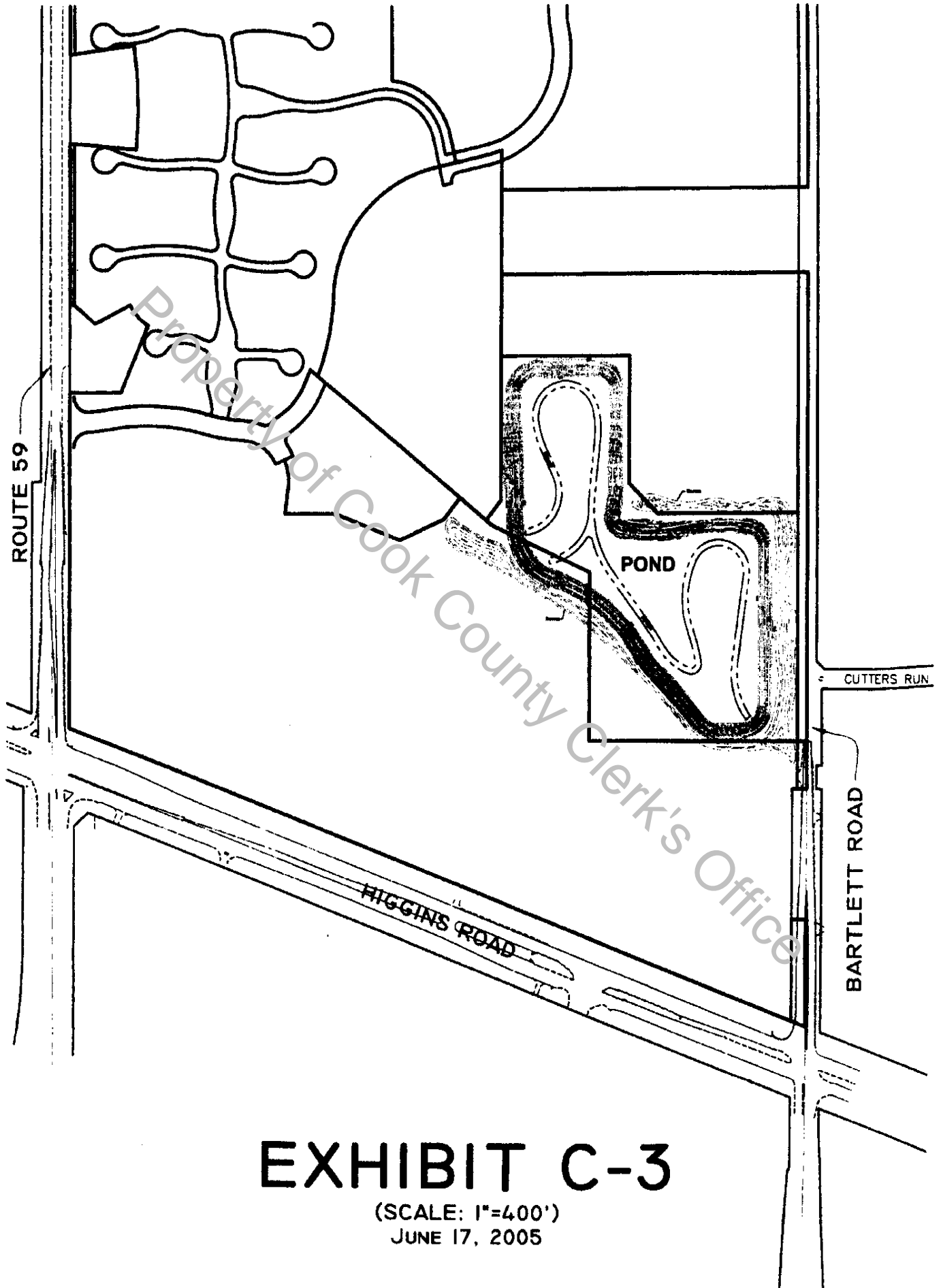
Approximate Scale  
1"=200'

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## EXHIBIT C-3 THE NEW DETENTION AREA



# UNOFFICIAL COPY



## EXHIBIT C-3

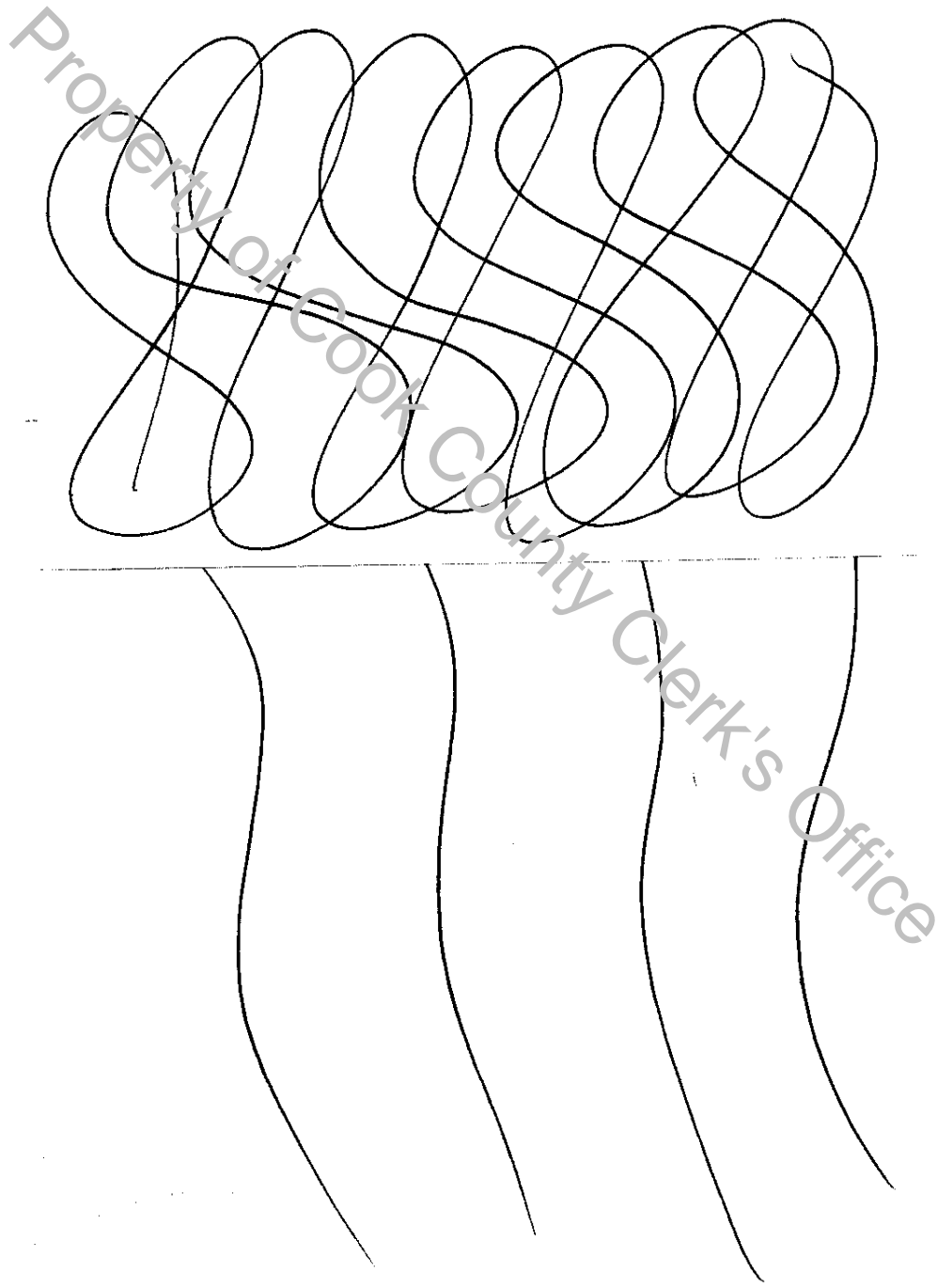
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JUNE 17, 2005

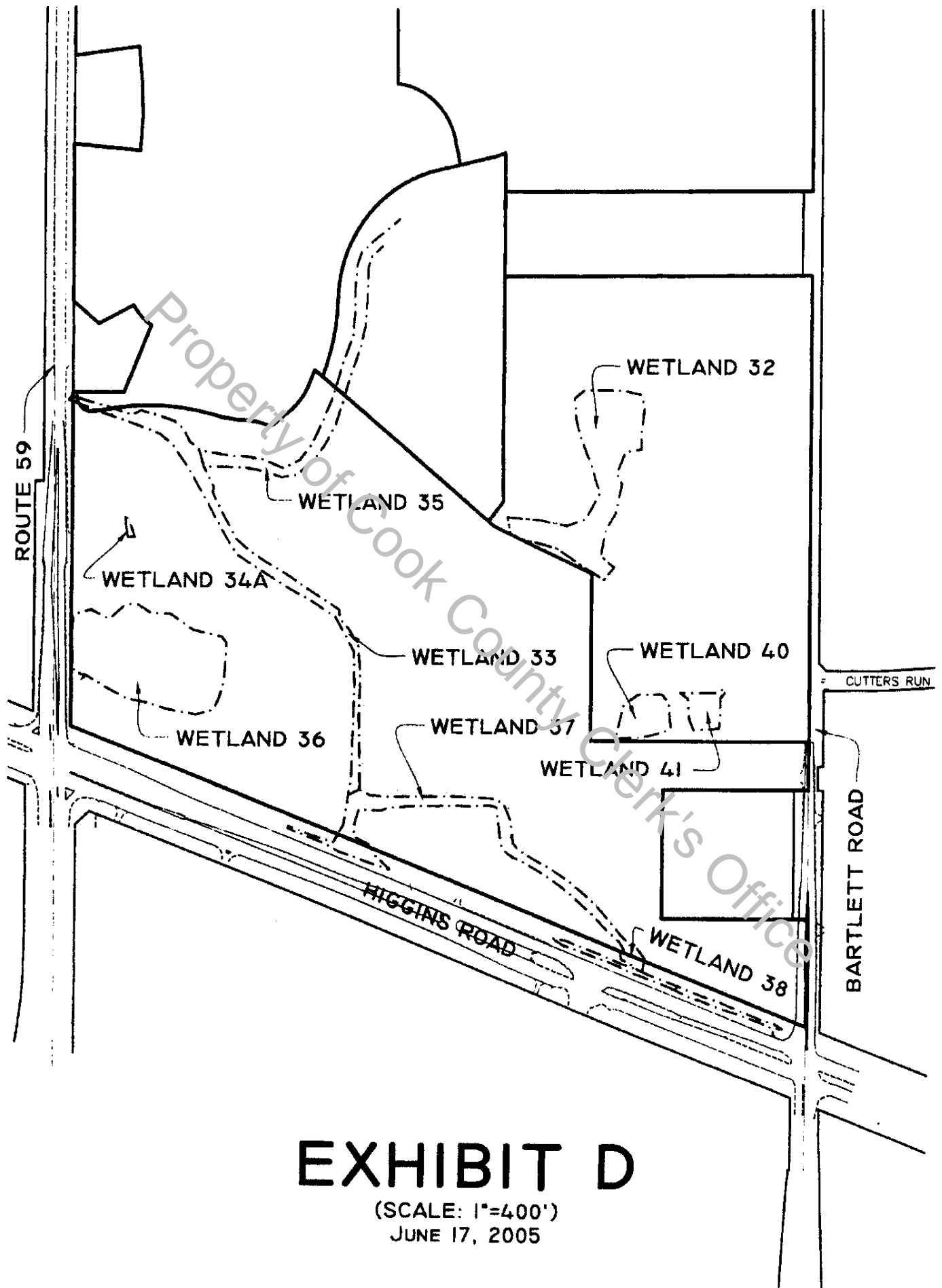


# UNOFFICIAL COPY

## EXHIBIT D WETLAND MAP



# UNOFFICIAL COPY



## EXHIBIT D

(SCALE: 1"=400')  
JUNE 17, 2005