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Doc#: 0701642031 Fee: \$100.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 01/16/2007 09:00 AM Pg: 1 of 39

8357904 Drummer

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This Document Prepared by  
and after recording return to:

D. Scott Hargadon  
Bryan Cave LLP  
161 N. Clark Street, Suite 4300  
Chicago, Illinois 60601

Property of Cook County Clerk's Office

**FIFTH AMENDMENT TO DEVELOPMENT, OPERATION  
AND RECIPROCAL EASEMENT AGREEMENT**

This Fifth Amendment to Development, Operation and Reciprocal Agreement (this "Amendment") is made this 22<sup>nd</sup> day of December, 2006 by and between ACACIA CREDIT FUND 9-A, L.L.C., a Delaware limited liability company ("Residential Owner"), and ARBORETUM OF SOUTH BARRINGTON, L.L.C., a Delaware limited liability company, ("Commercial Owner").

**RECITALS**

A. Residential Owner and Commercial Owner (or, where applicable, Commercial Owner's predecessor-in-interest) 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"), the Second Amendment to Development, Operation and Reciprocal Easement Agreement dated March 31,

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2005 and recorded as Document No. 0509127110 with the Cook County Recorder (the "Second Amendment"), the Third Amendment to Development, Operation and Reciprocal Easement Agreement dated June 15, 2005 and recorded as Document No. 0520718086 with the Cook County Recorder (the "Third Amendment"), and the Fourth Amendment to Development, Operation and Reciprocal Easement Agreement dated December 21, 2005 and recorded as Document No. 0535632075 (the "Fourth Amendment"). The Original DOEA, the First Amendment, the Second Amendment, the Third Amendment and the Fourth 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. The parties have agreed to enter this Fifth Amendment in order to set forth in writing clarifications and additional agreements between them concerning the mutual development of infrastructure to serve Residential Owner's residential development, The Woods of South Barrington (the "Residential Project") and Commercial Owner's shopping center development, the Arboretum of South Barrington (the "Commercial Project").

D. This Amendment applies to the Commercial Project and the Residential Project, the legal descriptions of which are 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. EASEMENTS. Exhibit B to the Fourth Amendment was the Plat of Easement setting forth sanitary sewer, water treatment plant, and private road and utility easements. Exhibit B to the Fourth Amendment, and the easements granted therein, are hereby released and terminated by this reference. The following easement shall replace Exhibit B to the Fourth Amendment:

A. Plat of Easement dated September 26, 2006 and recorded with the Cook County Recorder of Deeds October 5, 2006 as Document No. 0627822039 in favor of Commonwealth Edison and AT&T. A copy of such plat is attached hereto as Exhibit B-1.

B. Plat of Force Main Easement and Easement Vacation set forth on Exhibit B-2 hereto in favor of Residential Owner, the Village and general utilities.

C. Plat of Easement set forth on Exhibit B-3 hereto. Exhibit B-3 grants easements for the private roadway Arboretum Boulevard and utilities to be installed therein or adjacent thereto, water treatment plant construction and operation, water mains and storm sewers, all as shown on Exhibit B-3. The plats set forth as Exhibits B-2 and B-3 shall be recorded with the Cook County Recorder of Deeds together with this Fifth Amendment.

2. SANITARY SEWER. Residential Owner shall complete the Sanitary Sewer Improvements by the date which is sixty (60) days after the issuance of the permit for the Sanitary Sewer Improvements by the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"), subject to delays caused by Force Majeure events. Because Commercial

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Owner and Residential Owner agree that there shall not be a relocation of the sewer force main from its location as shown on the plans therefor dated October 31, 2006 prepared by Cowhey Gudmundson Leder Ltd. ("CGL") which are incorporated herein by reference, and the Sanitary Lift Station and Force Main Exhibit dated August 15, 2006 prepared by Haeger Engineering LLC ("Haeger") attached hereto as Exhibit C engineering plans, the fifth sentence of Section 1(A) of the Fourth Amendment is hereby deleted. The Parties acknowledge that the plans referenced herein apply only to "Phase I" and "Phase 1A" as defined on the CGL plans and not the entire Residential Project.

3. STORMWATER MANAGEMENT. As per Section 2A of the Fourth Amendment Residential Owner shall construct the Stormwater Improvements which shall include:

- A. The MWRD temporary restrictor and berming set forth on Exhibit D-1 hereto;
- B. The temporary ditch and other improvements set forth on Exhibit D-2 hereto;
- C. The outlet control structure pursuant to Exhibit D-3 hereto;
- D. The box culvert shown from points C-2 to C-3 on Exhibit D-4 and D-5 hereto;
- E. The box culvert shown from points B1 to B2 on Exhibit D-4 hereto;
- F. The box culvert shown from points A1 to A2 on Exhibit D-4; and
- G. The box culvert shown from points D1 to D2 on Exhibits D-4 and D-5 hereto.

Residential Owner shall construct Items A, B and F at its sole expense;

Residential owner shall construct the outlet control structure shown as Item C and D, but Commercial Owner shall pay one half of the cost of construction reasonably incurred by Residential Owner. Commercial Owner shall pay its share of such cost within thirty (30) days after completion of the improvement and Residential Owner sending Commercial Owner an invoice therefor.

Residential Owner shall construct the box culvert shown as Item E, but the Commercial Owner shall pay one half of the cost of construction reasonably incurred by the Residential Owner, less \$41,000. Commercial Owner shall pay its share of such cost within thirty (30) days after completion of the improvement and Residential Owner sending Commercial Owner an invoice therefor.

Residential Owner shall construct Item G, but the Commercial Owner shall pay for all of the costs of construction reasonably incurred by the Residential Owner. Commercial Owner shall pay its share of such cost within thirty (30) days after completion of the improvement and Residential Owner sending Commercial Owner an invoice therefor.

If required by a governmental agency having jurisdiction over the Residential Project or Commercial Project, Residential Owner shall also cause CGL to modify the existing conditions

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drainage study prepared by CGL if changes to such study are required by the Illinois Department of Natural Resources ("IDNR"). Commercial Owner shall reimburse Residential Owner one half of the cost incurred by Residential Owner for such modification.

Subject to Force Majeure events, Residential Owner agrees to complete the Stormwater Improvements by the later of (i) March 1, 2007 and (ii) sixty (60) days after the issuance of the IDNR permit.

4. EXCESS SOILS. Residential Owner shall place any excess soils generated by the construction set forth in Exhibit D-2 at the location set forth in Exhibit E hereto.

5. ARBORETUM BOULEVARD. Residential Owner and Commercial Owner acknowledge and agree that the Roadway Improvements shall be constructed by Residential Owner within the area designated "Private Roadway and Utility Easement" on Exhibit B-3 hereto at Residential Owner's expense subject to Commercial Owner's obligation to reimburse Residential Owner for those items set forth in Section 8 of the Third Amendment. Subject to Force Majeure Events, Residential Owner shall complete the Roadway Improvements by the date which is the later of (i) June 1, 2007 and (ii) sixty (60) days after the issuance of the IDNR permit referenced in Section 3 above. Completion of the Roadway Improvements shall not include the laying of the final surface course; Residential Owner and Commercial Owner shall mutually agree later on to the timing of the laying of the final surface course and which party shall perform such work (the parties agreeing that the cost of the final surface course shall be split between the parties).

6. WATER IMPROVEMENTS. Section 5A of the Fourth Amendment provides that Commercial Owner shall receive 850 P.E. of water capacity at a "Required Pressure" of 70 pounds per square inch ("PSI"). "Required Pressure" is hereby redefined to mean 70 PSI at the Water Treatment Facility as designed and constructed by Residential Owner. If the actual pressure at the Water Treatment Facility does not meet the Required Pressure standard, Residential Owner shall provide the necessary booster pumps at their cost. Residential Owner shall, subject to Force Majeure events, complete the Water Improvements by the later of (i) March 1, 2007 and (ii) sixty (60) days after the issuance of the MWRD permit referenced in Section 2.

Residential Owner shall construct the water main as shown on Exhibit D-4 from points W1 to W2 but the Commercial Owner shall pay for the costs of construction of the 12" x 16" valve-in-vault, approximately 81 feet of 12 inch DIWM, and a watermain cap at location W2 reasonably incurred by the Residential Owner. Residential owner shall place a 2" x 4" marker (painted blue) and the location of the water main cap.

7. TEMPORARY REDUCTION IN SEWER CAPACITY. In order to facilitate Residential Owner obtaining a permit from the MWRD for "Phase 1" of the lift station to be constructed as part of the Sanitary Sewer Improvements, Commercial Owner agrees that until January 1, 2008 it shall divert not less than 180 PE of sewer capacity into the gravity sewer serving the Commercial Project (the "Diverted Capacity"). Commercial Owner agrees that in addition to the Diverted Capacity, Commercial Owner will also direct an additional 114 PE of sewer capacity (the "Additional Diverted Capacity") into the gravity sewer serving the Commercial Project until January 1, 2008. However, prior to that date, if Commercial Owner

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must demonstrate to MWRD that Commercial Owner has sufficient lift station capacity for the Commercial Project and needs to show the Additional Diverted Capacity being routed through a lift station, Residential Owner agrees not to connect thirty eight (38) homes in the Residential Project to the lift station to preserve the Additional Diverted Capacity at the lift station for Commercial Owner's use. After January 1, 2008, Commercial Owner may route all of its capacity through lift stations constructed by Residential Owner to serve the Commercial Project. Residential Owner shall provide a full 850 P.E. capacity of water and sanitary sewer at the lift station by January 1, 2008 and provide all permits and documentation to Commercial Owner that such capacity is available for use by that date.

8. CONVEYANCE OF WATER TREATMENT FACILITY. Commercial Owner agrees to transfer by special warranty deed to Toll IL WSB, L.P. ("Toll"), the land underlying the Water Treatment Facility, the legal description of which is set forth on Exhibit F hereto (the "WTF Property") pursuant to the Purchase and Sale Agreement of even date herewith executed by Commercial Owner, as seller, and Toll as buyer. Toll agrees, and joins this Agreement for purposes of making this obligation enforceable, that it shall not reconvey the WTF Property to any person or entity that is not the service provider of potable water service (and sanitary sewer lift station operator) to the Commercial Project and Residential Project pursuant to a franchise agreement with the Village of South Barrington (the "Village"). Any such prohibited conveyance, if made without the express written consent of Commercial Owner, shall be null and void.

9. BIKE PATH. Commercial Owner shall construct the bike path improvements required by the Village. Residential Owner shall grant a bike path easement across the southwest portion of Outlot D-29 of the Residential Project shown on Exhibit G hereto. This easement shall be recorded with the Cook County Recorder together with this Fifth Amendment.

10. EXHIBITS, EFFECT OF. The exhibits to this Amendment which set forth improvements to be constructed are intended for the convenience of the parties to this Amendment and to specify types of improvements and the locations thereof. The exhibits are not intended to replace full engineering plans which have been created by CGL and by Haeger. Accordingly, all of the improvements set forth herein shall be constructed in accordance with the relevant engineering plans approved by the parties hereto as well as approved by the Village, MWRD, IDOT and/or other government agencies; changes to plans or exhibits referenced herein mandated by governmental authorities subsequent to the date of this Amendment shall be treated as being part of this Amendment.

11. SUCCESSORS AND ASSIGNS. This Amendment shall be recorded against title to the Property and constitute a covenant running with the land. Notwithstanding the foregoing, rights and the obligations of the parties hereto under the DOEA shall not inure to or be binding on the future owners in and of the Residential Project and the Commercial Project unless the rights and obligation are expressly assigned to any such future owner.

12. ATTORNEYS' FEES. If a party to this Agreement shall be held in breach of this Amendment or the DOEA in general 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.

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13. INTERPRETATION. Where there is a conflict between the terms of this Fifth Amendment and the terms of the Original DOEA, First Amendment, Second Amendment, Third Amendment or Fourth Amendment, the terms of this Amendment shall control. All provisions of the DOEA not amended by this Agreement shall remain in full force and effect.

14. FORCE MAJEURE. In the event that Residential Owner or Commercial Owner shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, adverse weather conditions, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond their control ("Force Majeure"), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

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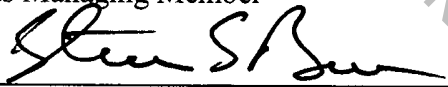
Dated the date first written above.

**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

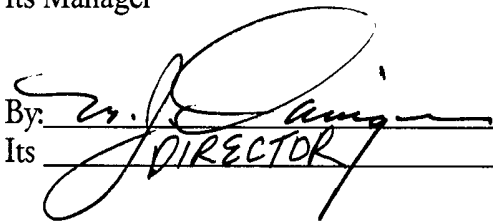
By: Acacia Capital Corporation, a  
California corporation,  
its Managing Member

By:   
Its Exec. Vice President

**COMMERCIAL OWNER:**

ARBORETUM OF SOUTH BARRINGTON, L.L.C.,  
a Delaware limited liability company


By: RREEF AMERICA L.L.C., a Delaware limited  
liability company,  
Its Manager

By:   
Its DIRECTOR

**TOLL (JOINING WITH RESPECT TO SECTION 8 ONLY)**

By: TOLL IL WSB, L.P.,  
an ILLINOIS limited partnership,

By: TOLL IL GP CORP.  
an ILLINOIS CORPORATION  
general partner

By:   
Its Sr. Vice President

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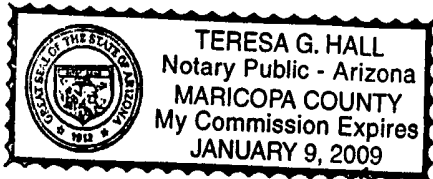
## ACKNOWLEDGEMENTS

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

On this 20<sup>th</sup> day of December, 2005<sup>6</sup>, 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-A MANAGEMENT COMPANY, L.L.C., a Delaware limited liability company, the Managing Member of ACACIA CREDIT FUND 9-1, 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 20<sup>th</sup> day of December, 2006.

GIVEN under my hand and Notary Seal this 20<sup>th</sup> day of December, 2006.



Teresa G. Hall  
 Notary Public

My commission expires 01/09/09



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STATE OF ILLINOIS       )  
  ) SS  
COUNTY OF COOK       )

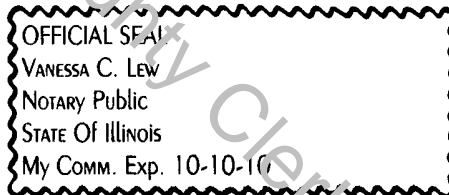
On this 13<sup>th</sup> day of December, 2006, before me, a Notary Public, duly commissioned, qualified and acting within and for said County and State, appeared in person the within named Michael Dunigan being the persons authorized by RREEF AMERICA L.L.C., a Delaware limited liability company, the manager of ARBORETUM OF SOUTH BARRINGTON, L.L.C., 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 13<sup>th</sup> day of December, 2006.

GIVEN under my hand and Notary Seal this 13<sup>th</sup> day of December, 2006.

Vanessa C. Lew  
Notary Public

My commission expires 10-10-10



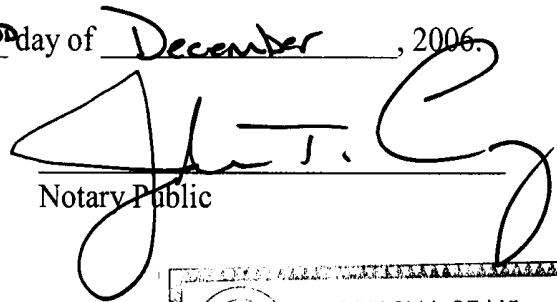
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STATE OF ILLINOIS       )  
  ) SS  
COUNTY OF COOK        )

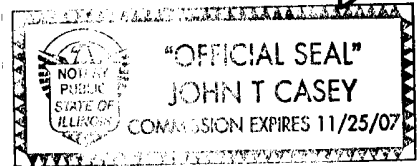
On this 22<sup>ND</sup> day of December, 2006, before me, a Notary Public, duly commissioned, qualified and acting within and for said County and State, appeared in person the within named Andrew Stern, being the person authorized by TOLL IL WSB, L.P., a Illinois limited partnership, ("\_\_\_\_\_"), the general partner of TOLL IL WSB, L.P., a Illinois limited partnership, to execute such instrument for the consideration, uses and purposes therein mentioned and set forth.2

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 22<sup>ND</sup> day of December, 2006.

GIVEN under my hand and Notary Seal this 22<sup>ND</sup> day of December, 2006.

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

My commission expires 11/25/07



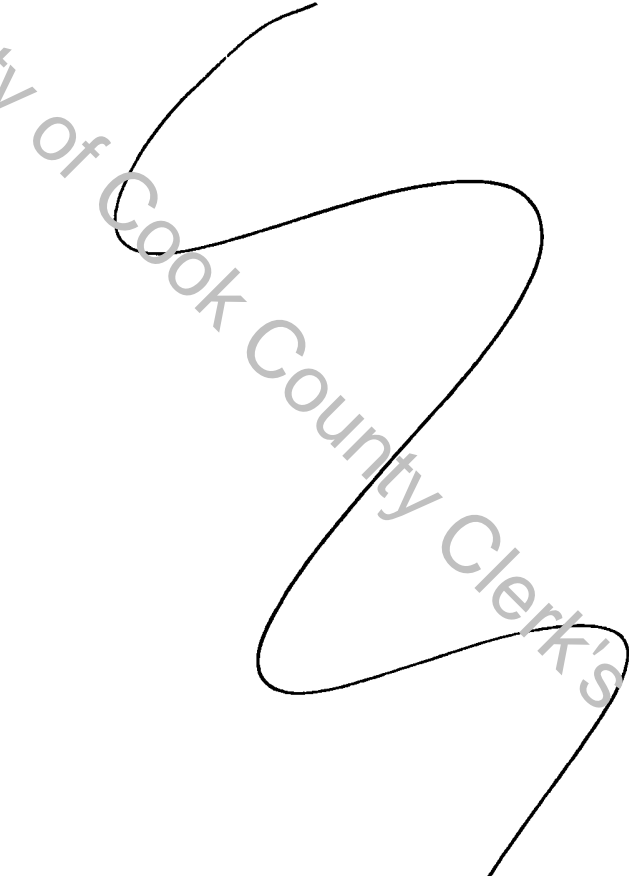
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## EXHIBIT A

### PROJECT LEGAL DESCRIPTIONS

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## ARBORETUM OF SOUTH BARRINGTON LEGAL DESCRIPTION

THAT PART 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 SOUTH 00 DEGREES 02 MINUTES 15 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 33, A DISTANCE OF 780.49 FEET TO THE NORTH RIGHT OF WAY LINE OF ILLINOIS ROUTE NO. 72 (HIGGINS ROAD) AS MONUMENTED AND OCCUPIED; THENCE NORTH 69 DEGREES 18 MINUTES 19 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE, 2766.41 FEET TO THE A POINT ON THE EAST RIGHT OF WAY LINE OF ILLINOIS ROUTE NO. 59 ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 11194096; THENCE NORTH 00 DEGREES 11 MINUTES 17 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE OF ILLINOIS ROUTE NO. 59, A DISTANCE OF 1096.63 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 50.00 FEET AN ARC DISTANCE OF 80.49 FEET TO A POINT OF COMPOUND CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 72.08 FEET AND A BEARING OF SOUTH 46 DEGREES 18 MINUTES 23 SECONDS EAST; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 467.00 FEET AN ARC DISTANCE OF 68.92 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 68.86 FEET AND A BEARING OF NORTH 83 DEGREES 20 MINUTES 49 SECONDS EAST; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 798.00 FEET AN ARC DISTANCE OF 365.16 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 361.98 FEET AND A BEARING OF SOUTH 87 DEGREES 46 MINUTES 18 SECONDS EAST; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 552.00 FEET AN ARC DISTANCE OF 125.61 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 125.34 FEET AND A BEARING OF SOUTH 81 DEGREES 10 MINUTES 53 SECONDS EAST; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 198.00 FEET AN ARC DISTANCE OF 66.38 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 66.07 FEET AND A BEARING OF SOUTH 78 DEGREES 05 MINUTES 46 SECONDS EAST; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 30.00 FEET AN ARC DISTANCE OF 35.16 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 33.18 FEET AND A BEARING OF NORTH 77 DEGREES 55 MINUTES 47 SECONDS EAST; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 196.00 FEET AN ARC DISTANCE OF 39.98 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 39.91 FEET AND A BEARING OF NORTH 50 DEGREES 11 MINUTES 41 SECONDS EAST; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 232.00 FEET AN ARC DISTANCE OF 125.75 FEET TO A POINT OF COMPOUND CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 124.21 FEET AND A BEARING OF NORTH 40 DEGREES 30 MINUTES 36 SECONDS EAST; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 754.00 FEET AN ARC DISTANCE OF 60.64 TO A POINT OF NON-TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 60.62 FEET AND A BEARING OF NORTH 22 DEGREES 40 MINUTES 42 SECONDS EAST; THENCE SOUTH 51 DEGREES 22 MINUTES 16 SECONDS EAST, 795.95 FEET; THENCE NORTH 38 DEGREES 37 MINUTES 44 SECONDS EAST, 83.15 FEET TO THE WEST LINE OF THE EAST 16.35 CHAINS OF THE AFORESAID NORTHEAST QUARTER OF SECTION 33; THENCE NORTH 00 DEGREES 04 MINUTES 45 SECONDS WEST ALONG SAID WEST LINE, 476.54 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 35 SECONDS EAST, 455.10 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 45 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER, 422.20 FEET; THENCE SOUTH 45 DEGREES 12 MINUTES 05 SECONDS EAST, 141.12 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 35 SECONDS EAST, 524.01 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 04 MINUTES 45 SECONDS EAST ALONG SAID EAST LINE, 916.39 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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## EXHIBIT B

### PLATS OF EASEMENT

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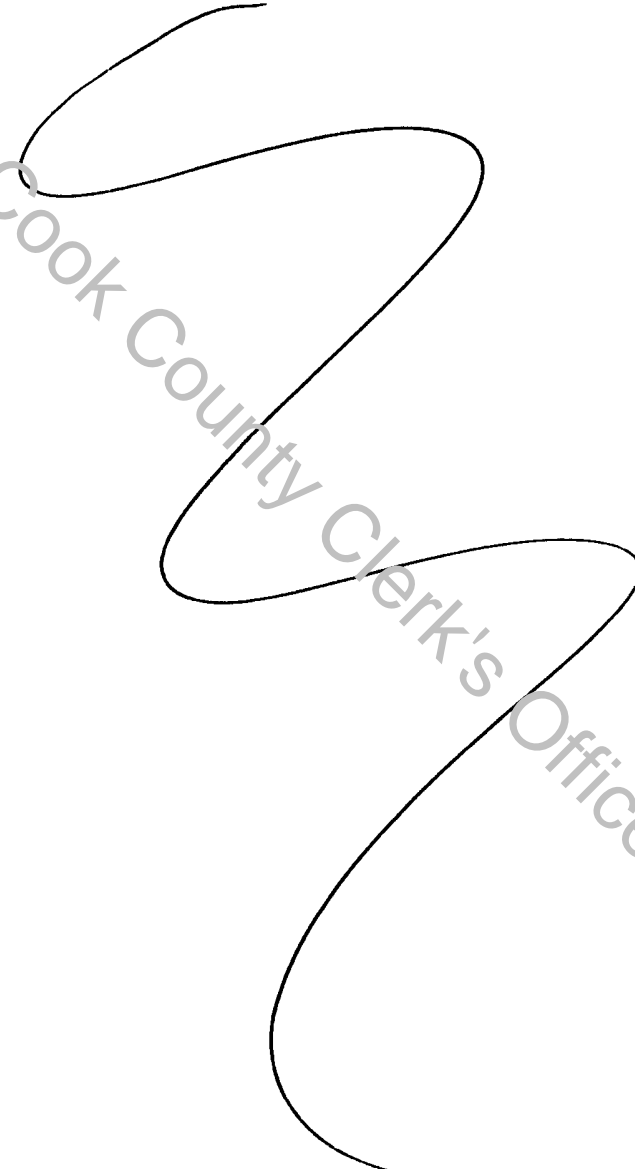


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**EXHIBIT B-1**

**COM ED/AT&T EASEMENT**

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## EXHIBIT B-2

### PLAT OF FORCE MAIN EASEMENT AND EASEMENT OF VACATION

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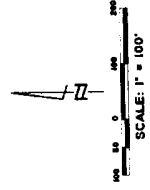
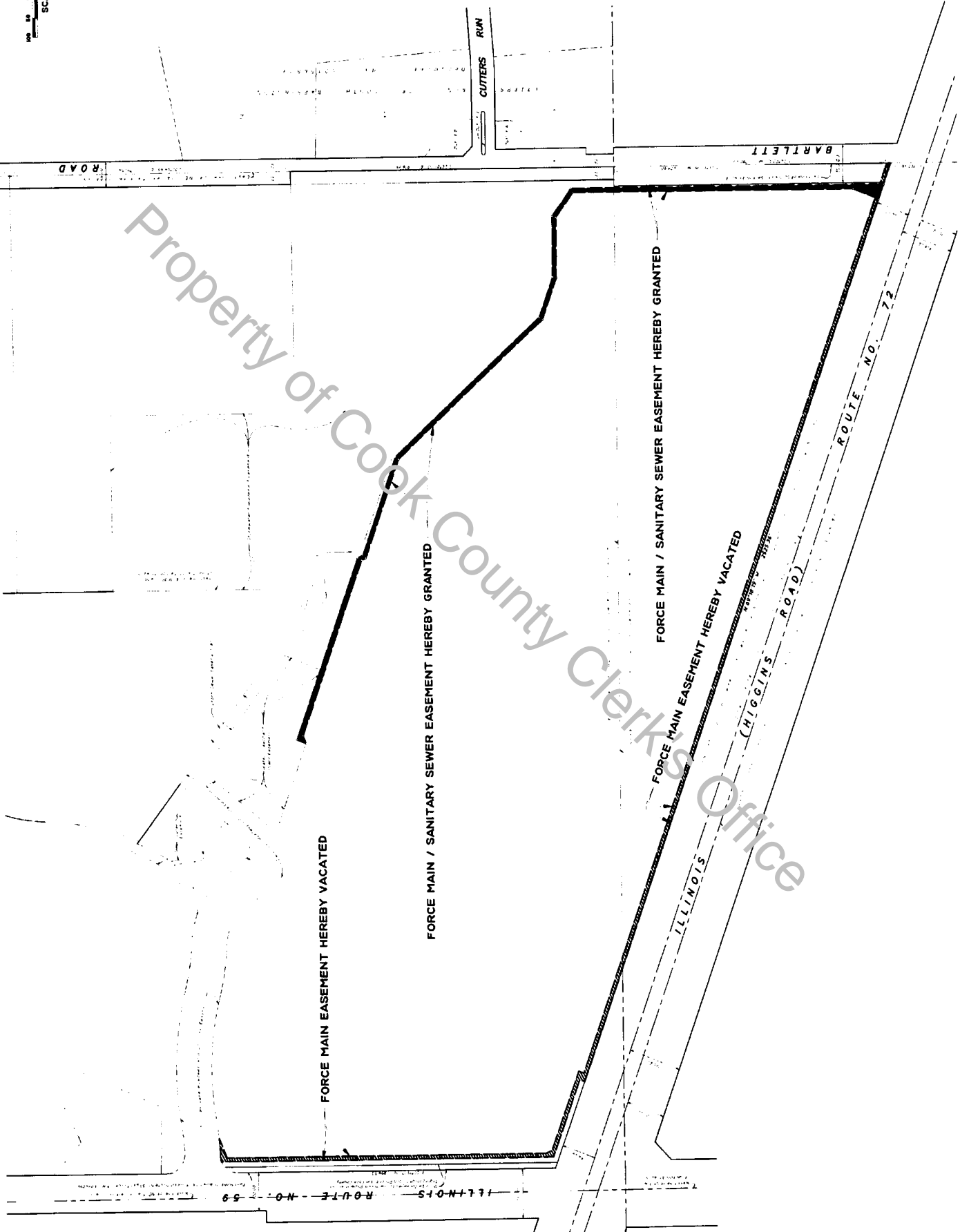


EXHIBIT B-2

Property of Cook County Clerk's Office



FORCE MAIN EASEMENT HEREBY VACATED

FORCE MAIN / SANITARY SEWER EASEMENT HEREBY GRANTED

FORCE MAIN / SANITARY SEWER EASEMENT HEREBY GRANTED

FORCE MAIN EASEMENT HEREBY VACATED

ROAD

CUTTERS RUN

BARTLETT

ILLINOIS

(HIGGINS ROAD)

ROUTE NO. 72

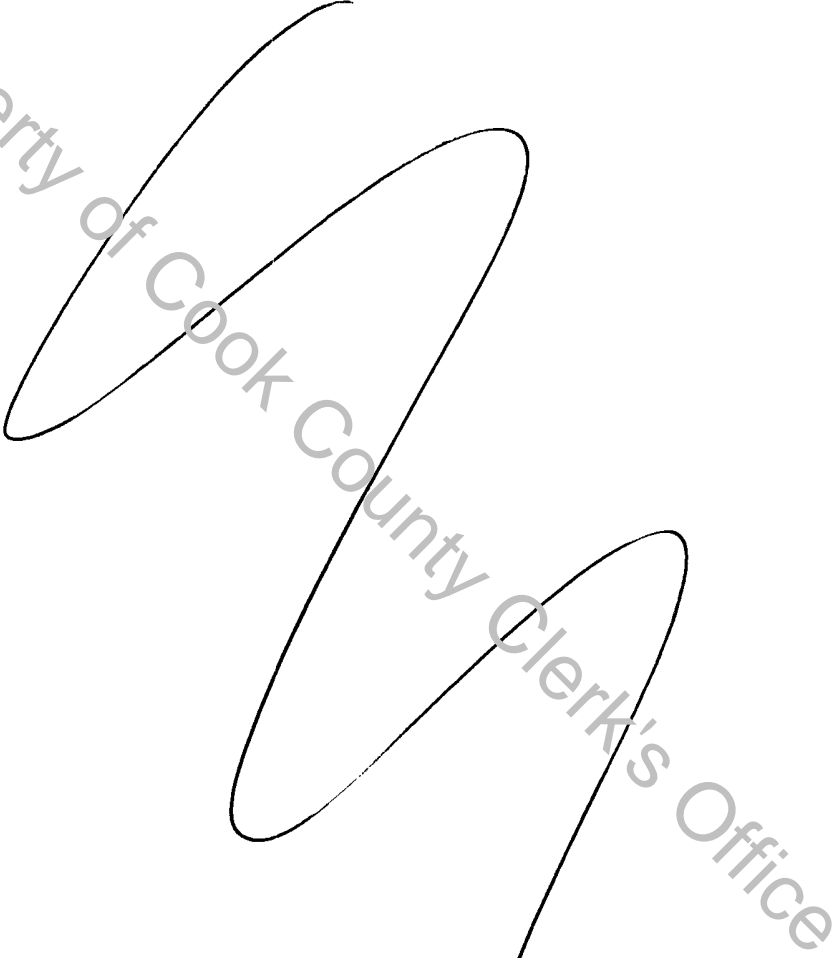
ILLINOIS ROUTE NO. 59

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## EXHIBIT B-3

### PLAT OF EASEMENT

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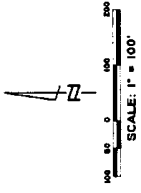
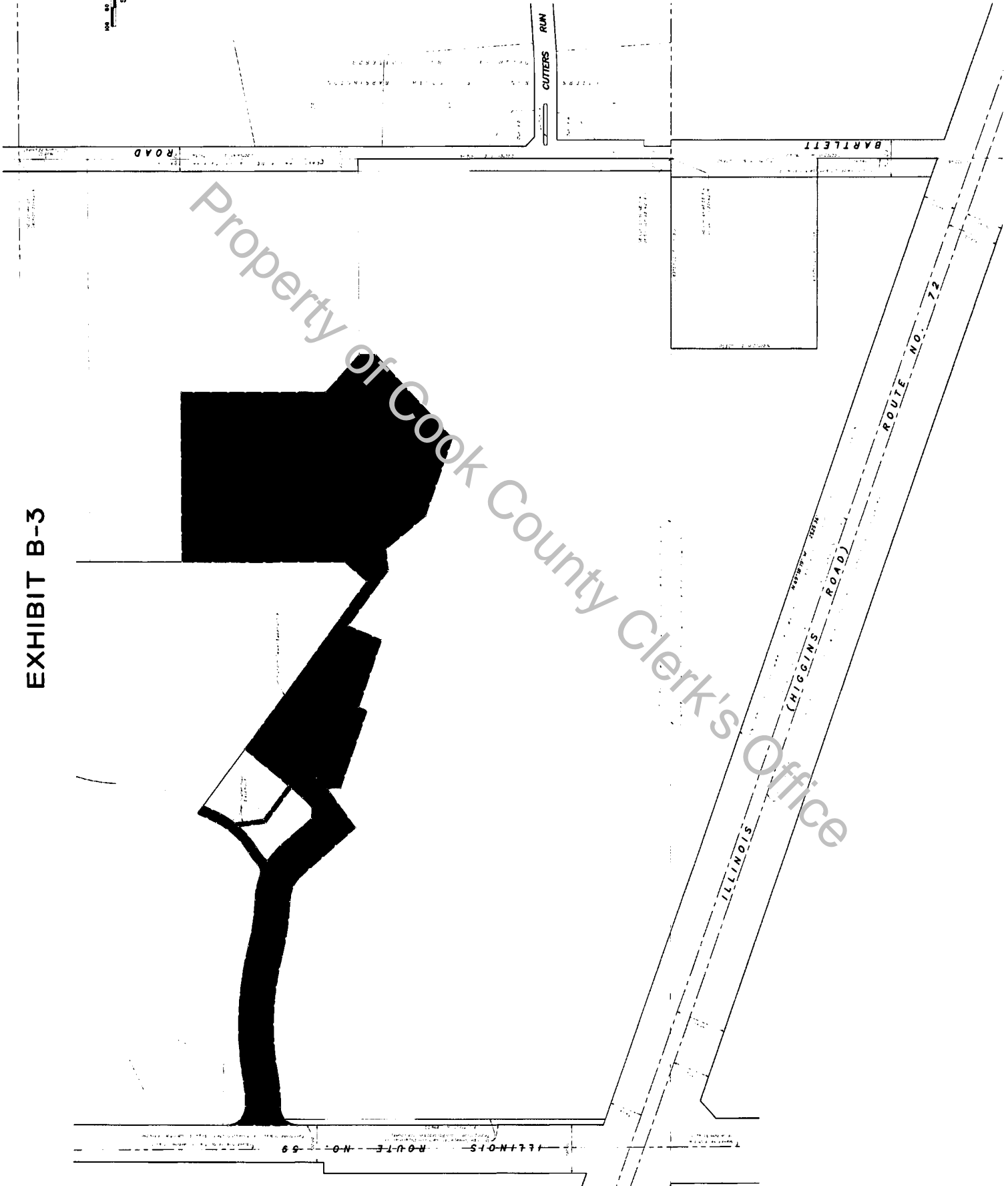


EXHIBIT B-3

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## EXHIBIT C

### SANITARY LIFT STATION AND FORCE MAIN EXHIBIT

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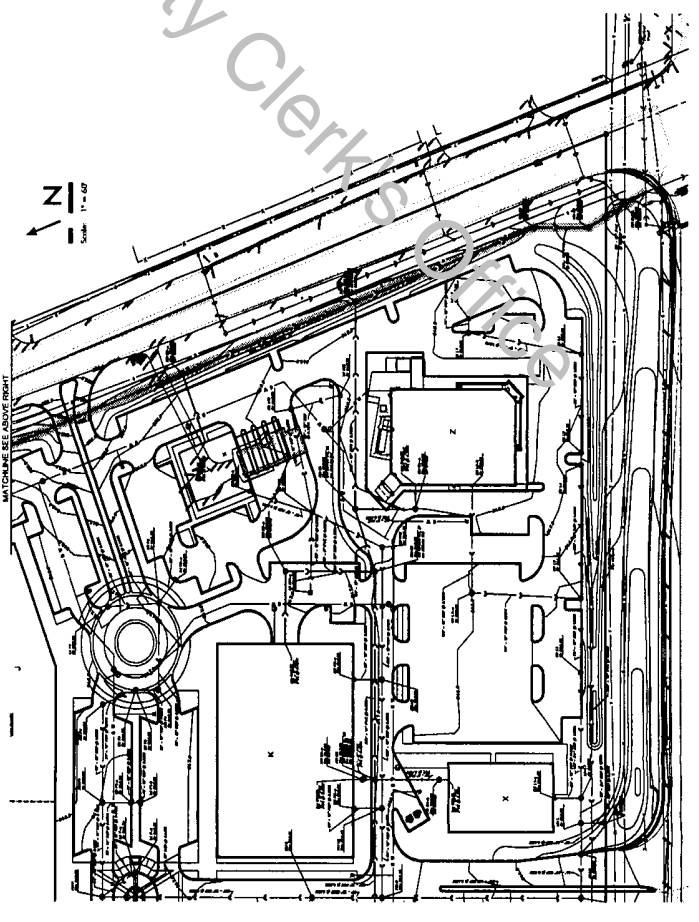
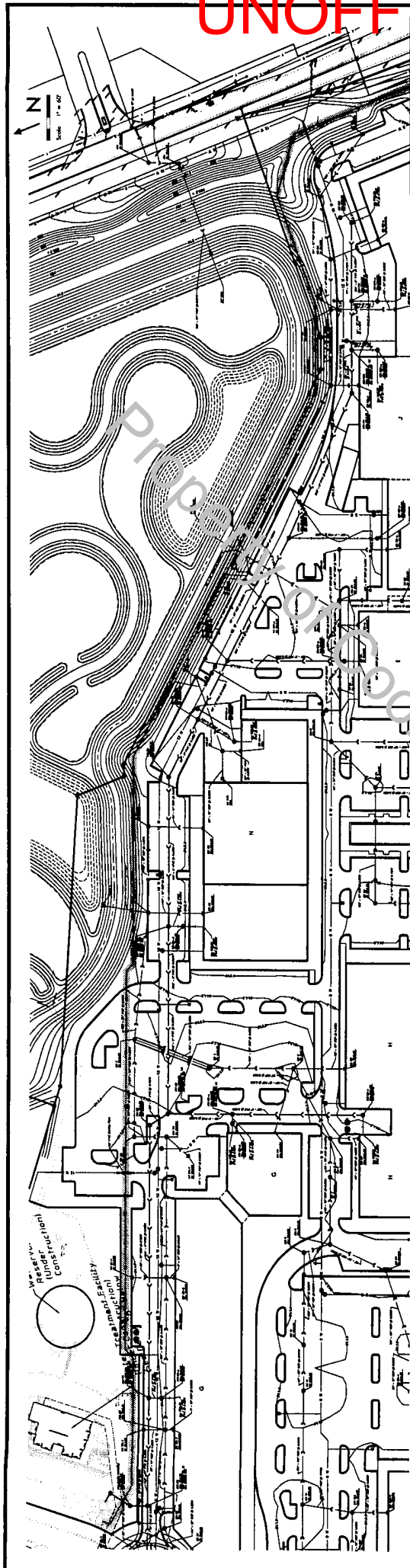


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**INSERT WOODS OF SOUTHW BARRINGTON  
PHASE 1A PLANS PREPARED BY COWHEY,  
GUDMUNDSON, LEDER LTD.**

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**HAEGER ENGINEERING**  
 10015 W. 10th Street, Suite 100  
 Overland Park, KS 66212  
 Phone: (913) 666-1100  
 Fax: (913) 666-1101  
 E-mail: info@haegereng.com  
 Date: 08/14/07 Sheet: 1/1

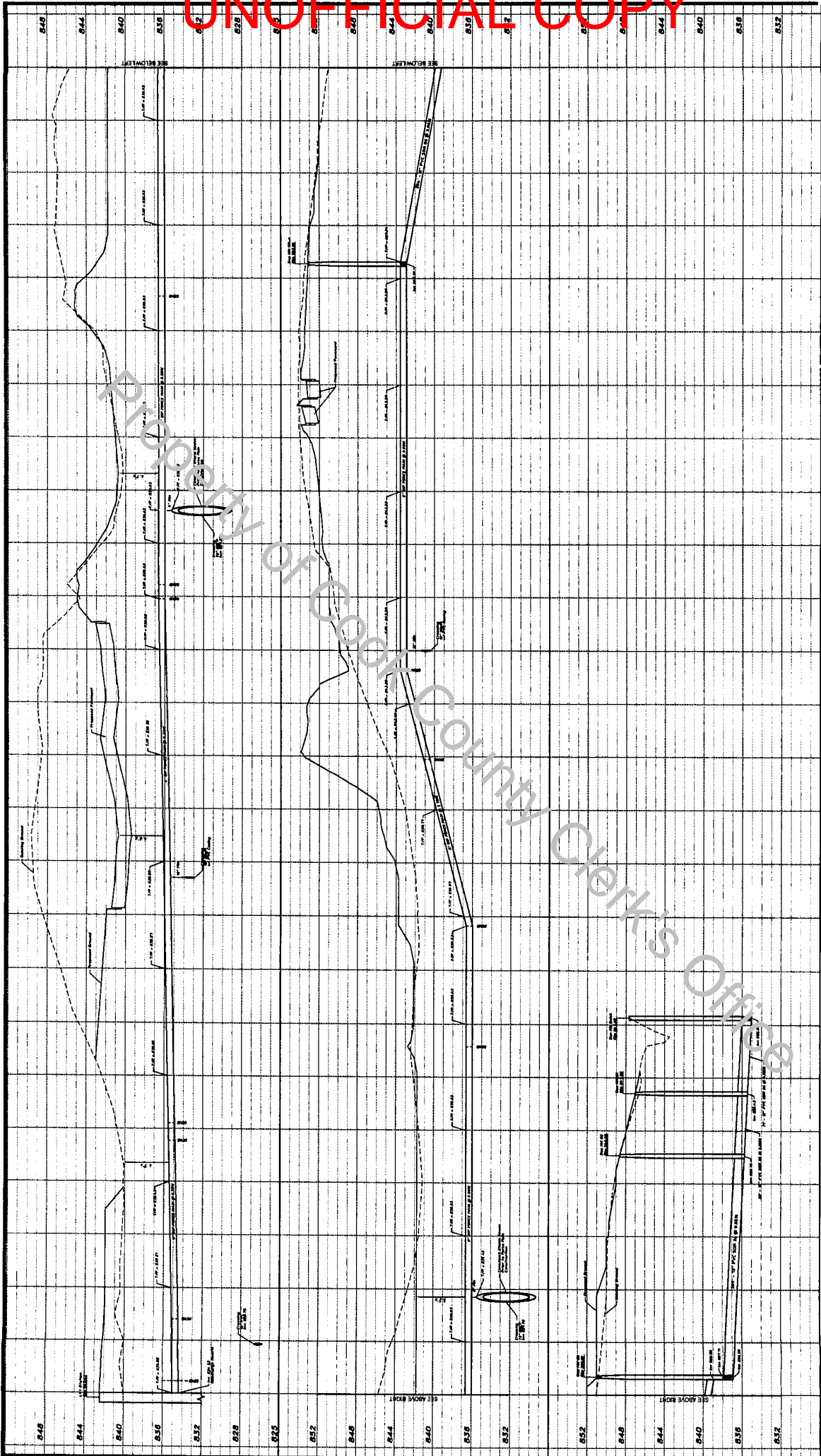
**SANITARY LIFT STATION  
 AND FORCE MAIN EXHIBIT  
 THE ABBOTTUM  
 SITE IMPROVEMENT PLANS  
 VILLAGE OF SOUTH WASHINGTON, KANAS**

No. Date Revision

Scale: 1" = 60'  
 Foron Main Length = 2,314 Feet

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**HALBER ENGINEERING**  
 300 N. E. Grand Ave., Suite 200, Des Moines, IA 50319  
 Project Manager: T.A.S. Engineer: T.A.S. Sheet: 2 / 7  
 Date: 08-12-06 Project No.: 05-076-CF

**SANITARY LIFT STATION  
 AND FORCE MAIN EXHIBIT  
 THE ARBORETUM  
 SITE IMPROVEMENT PLANS  
 VILLAGE OF SOUTH WASHINGTON, ILLINOIS**

No. \_\_\_\_\_ Date \_\_\_\_\_ Revision \_\_\_\_\_

M: 1" = 40' V: 1" = 4'  
 Sewer Capacity Note:  
 1.) 8" @ 2.0% =  $Q_s = 1.77$  cfs  
 2.) 12" @ 0.55% =  $Q_s = 2.64$  cfs  
 3.) Sewer Capacity = 1.77 cfs = 768 GPM = 672 GPM

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EXHIBIT D-1

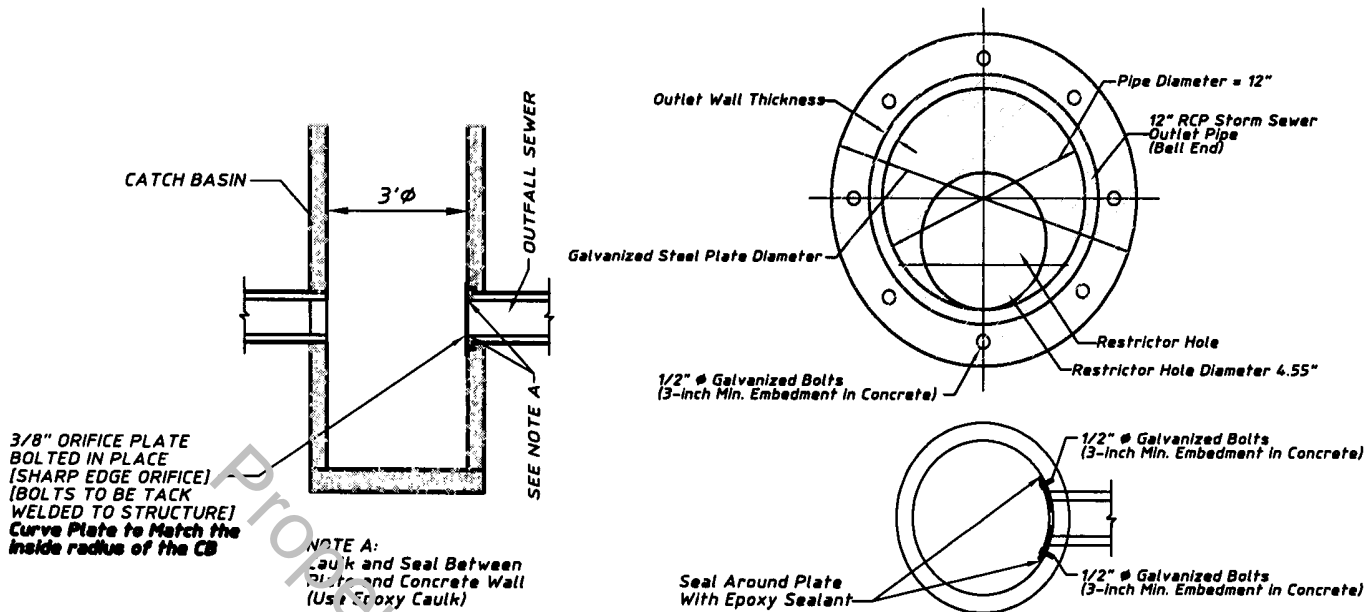
TEMPORARY RESTRICTOR AND BERMING

Property of Cook County Clerk's Office

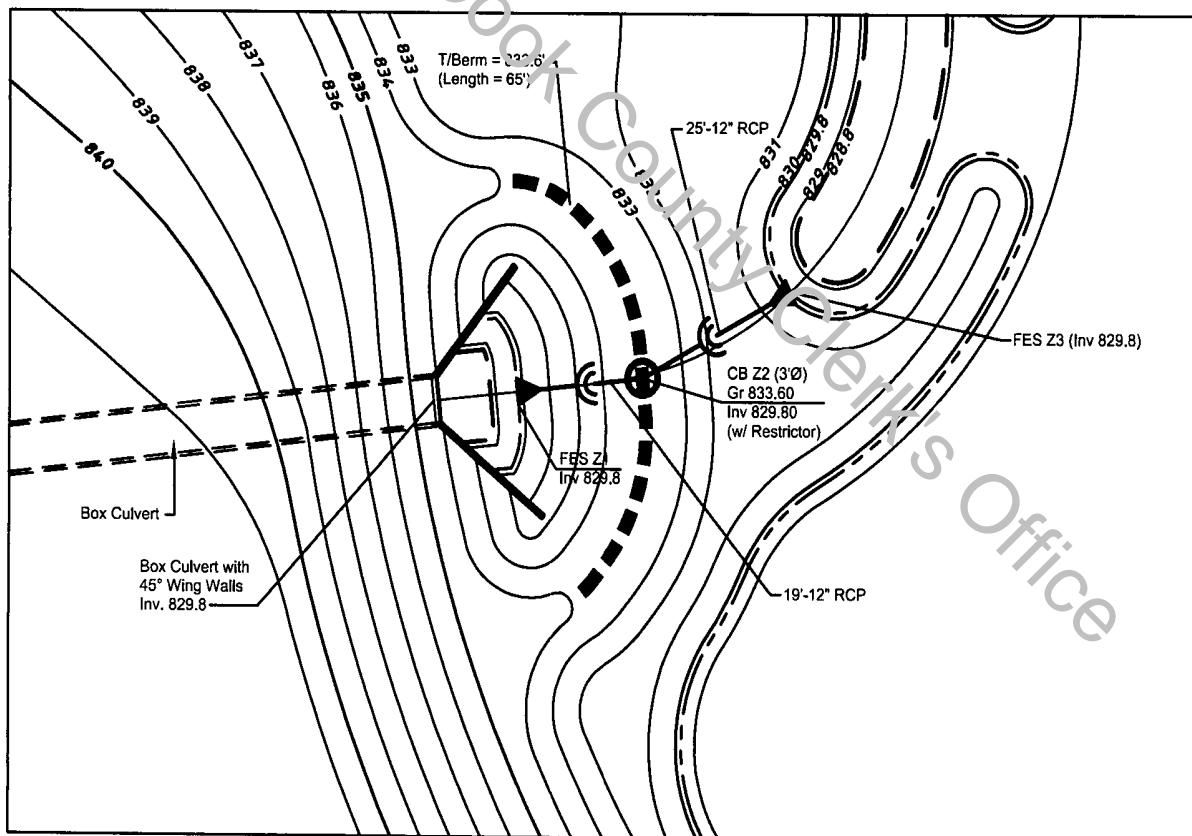




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OUTLET PIPE WITH RESTRICTOR PLATE BOLTED IN PLACE



MWRD POND OUTLET DETAIL

(Scale: 1" = 15')

EXHIBIT D1  
TEMPORARY RESTRICTOR

ARBORETUM OF  
SOUTH BARRINGTON  
VILLAGE OF SOUTH BARRINGTON, ILLINOIS

**HAEGER ENGINEERING**  
consulting engineers • land surveyors  
1300 Plum Grove Road, Schaumburg, IL 60173 • Tel: 847.394.6600 Fax: 847.394.6608  
www.haegerengineering.com

Project Manager: T A S Engineer: T A S Sheet 1 / 1  
Date: 10/15/06 Project No. 05076E

Revised 12/04/06

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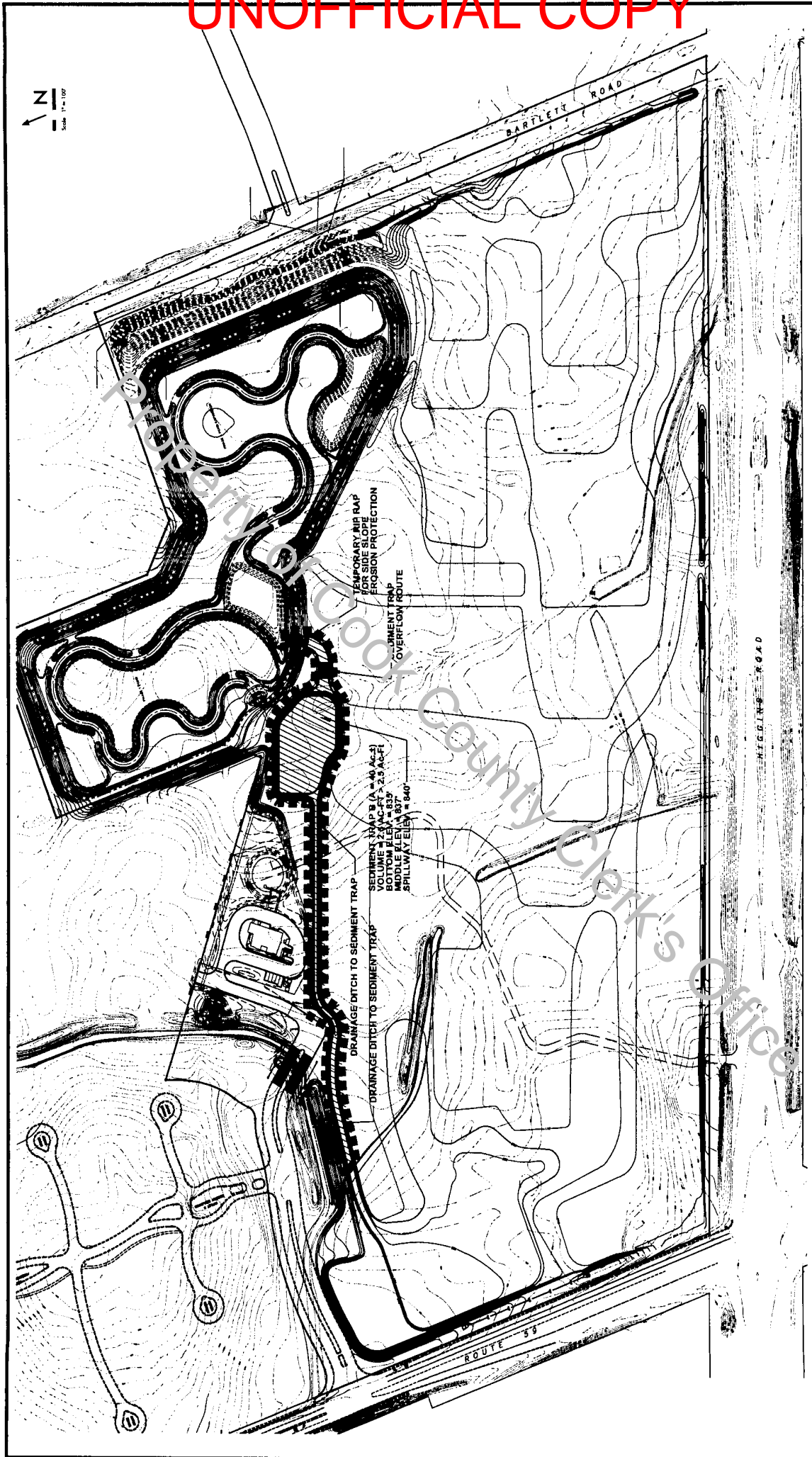
## EXHIBIT D-2

### TEMPORARY DITCH AND OTHER IMPROVEMENTS

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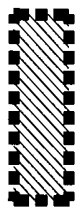


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N

Scale 1" = 100'



**LIMITS OF TEMPORARY DITCH & OTHER IMPROVEMENTS**

EXHIBIT D-2  
 TEMP DITCH & RELATED IMPR.  
 THE ARBORETUM  
 SWPP PLAN  
 VILLAGE OF SOUTH BARRINGTON, ILLINOIS

**HAEGER ENGINEERING**  
 consulting engineers  
 100 N. LaSalle Street, Suite 2000  
 Chicago, IL 60610  
 Project Manager: T.A.S.  
 Designer: D.S.B./L.C.  
 Date: 10/08/08  
 Sheet: 1

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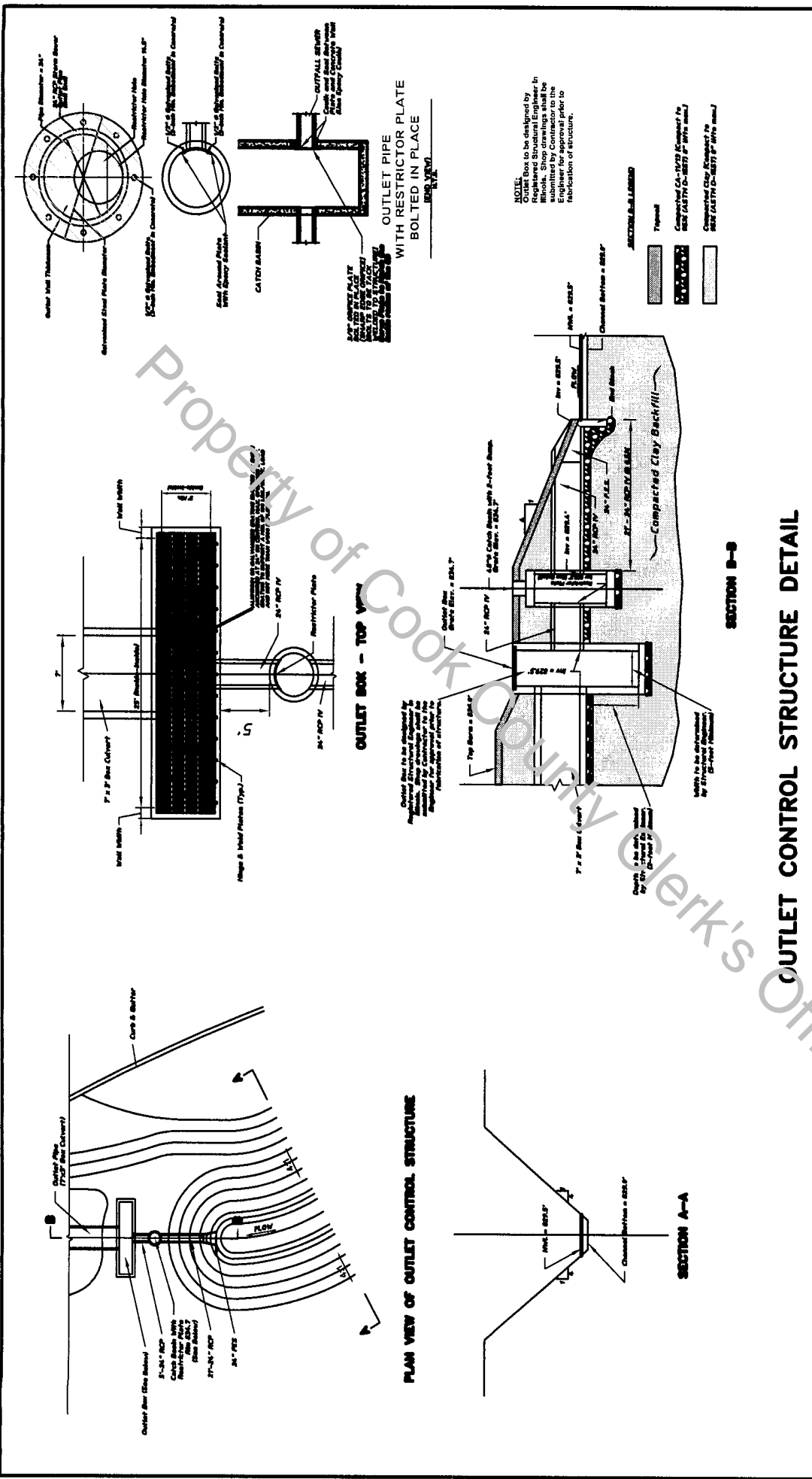
**EXHIBIT D-3**

**OUTLET CONTROL STRUCTURE**

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Project Manager: T A S Engineer: T A S Sheet 1 / 1  
 Date: 11/27/06 Project No. 05076E

**EXHIBIT D-3**  
**OUTLET CONTROL STRUCTURE**  
**ARBORETUM OF**  
**SOUTH BARRINGTON**  
 VILLAGE OF SOUTH BARRINGTON, ILLINOIS

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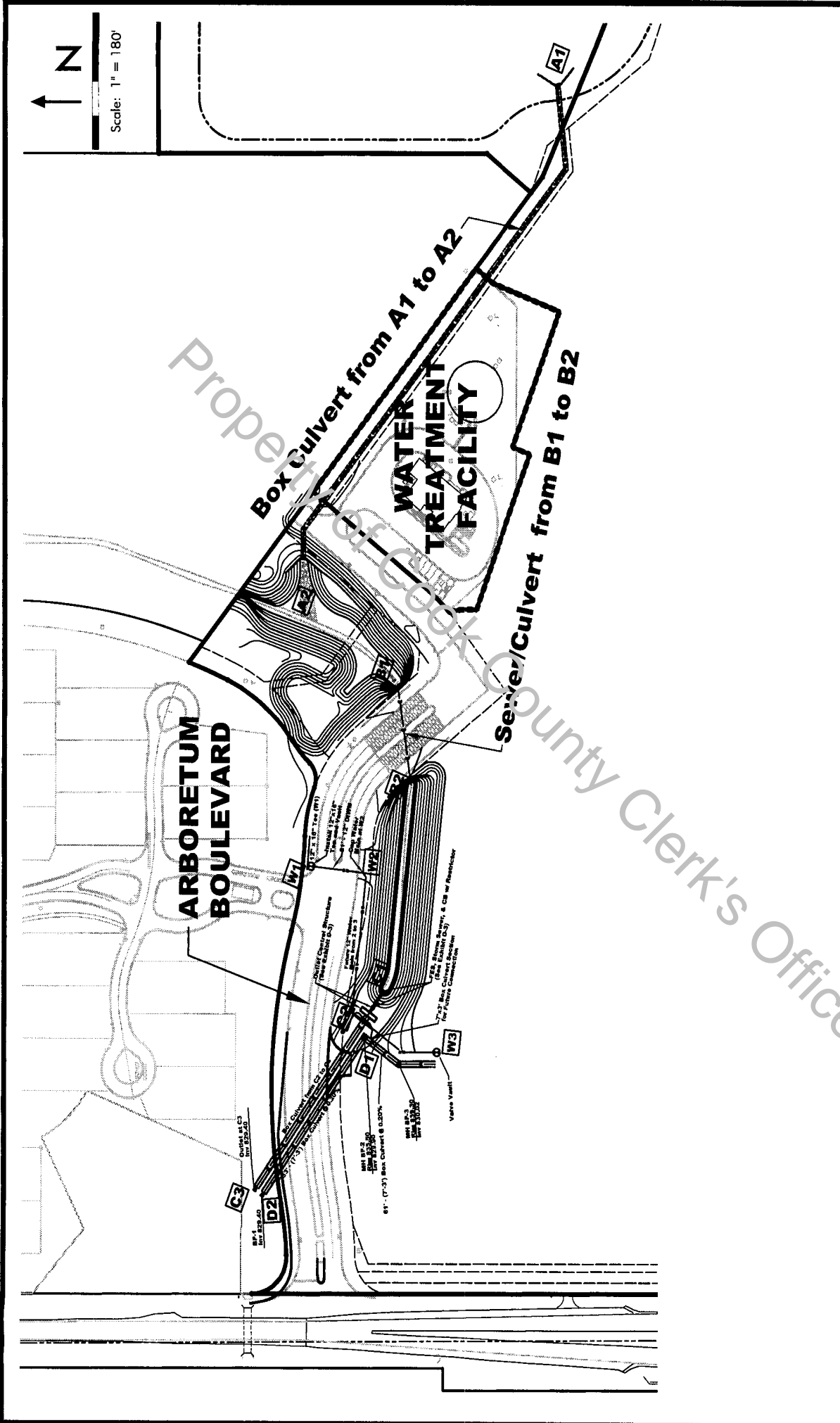
**EXHIBIT D-4**

**BOX CULVERT/ARBORETUM BOULEVARD**

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Project Manager: T A S    Engineer: T A S    Sheet 1 / 1  
 Date: 10/15/06    Project No. 05076E

**EXHIBIT D-4**  
**OVERALL STORM SEWER EXHIBIT**  
**ARBORETUM OF**  
**SOUTH BARRINGTON**  
 VILLAGE OF SOUTH BARRINGTON, ILLINOIS

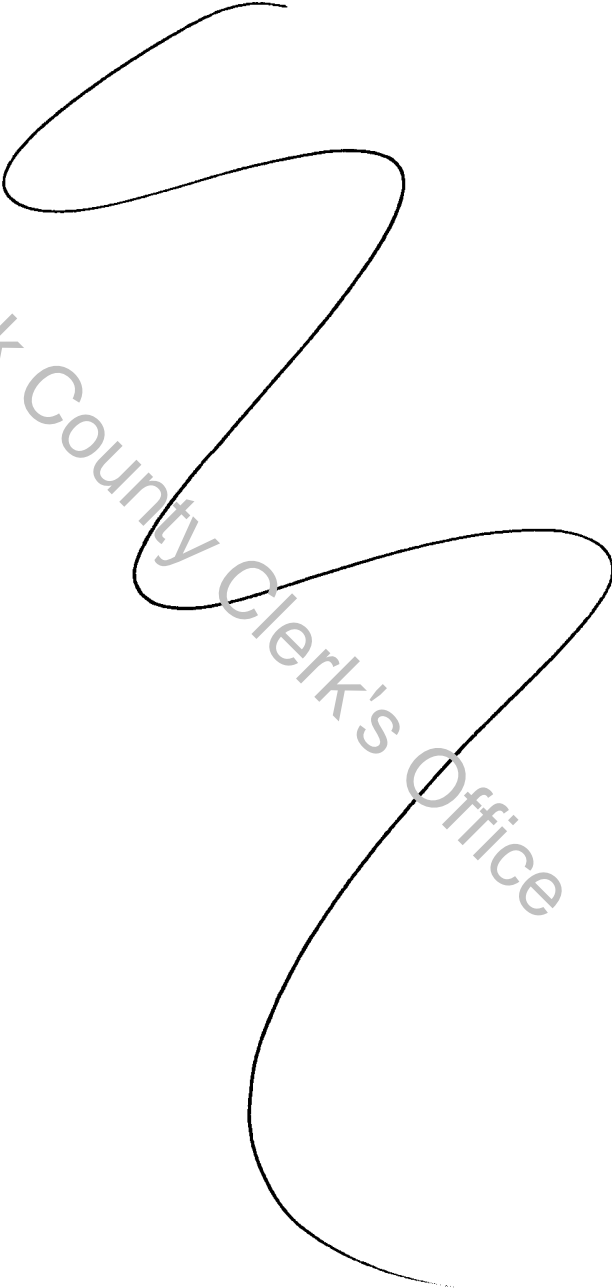
REVISED 12-04-06  
 REVISED 11-17-06

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**EXHIBIT D-5**

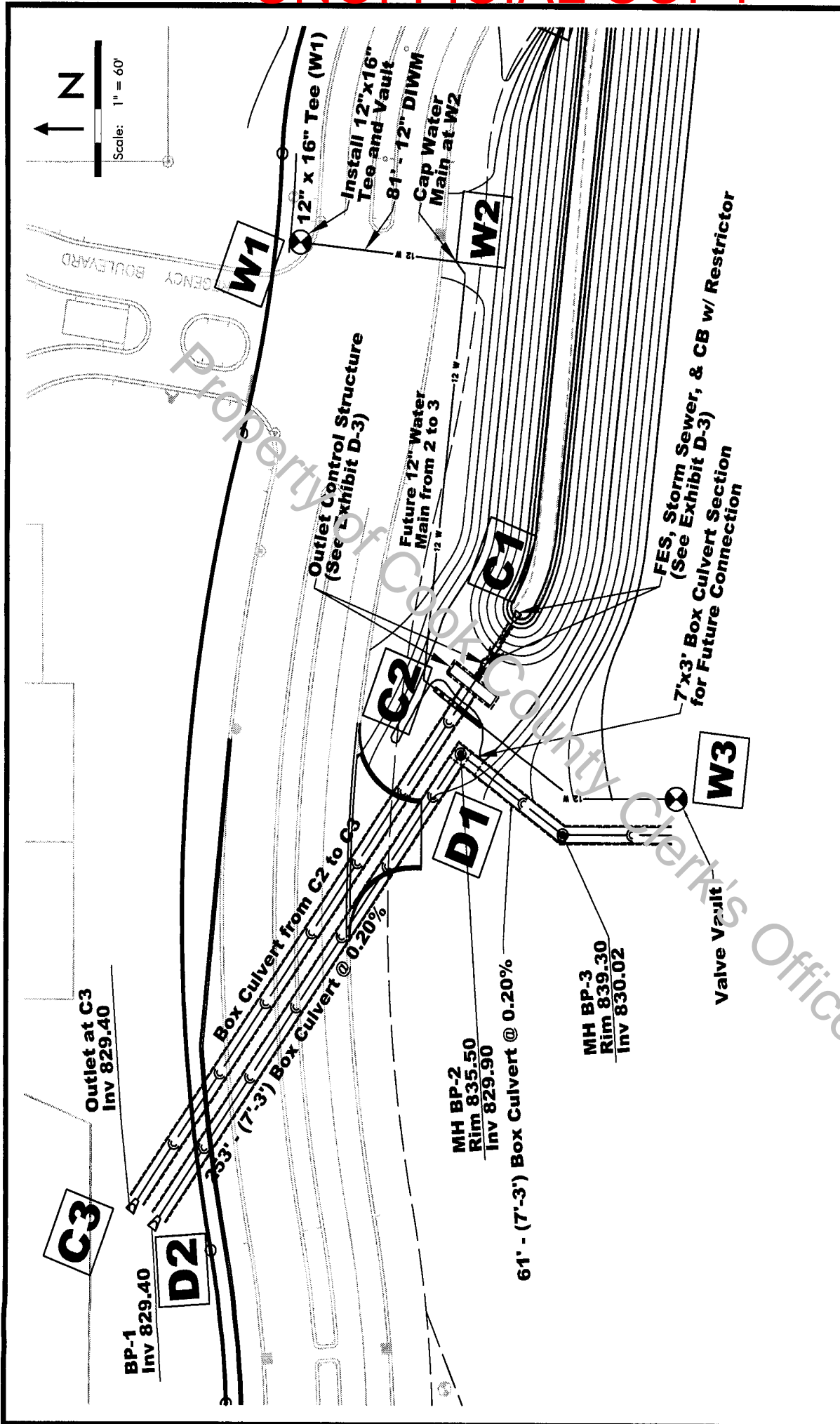
**ENLARGED STORM SEWER**

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Project Manager: T A S    Engineer: T A S    Sheet 1 / 1  
Date: 10/15/06    Project No. 05076E

**EXHIBIT D-5**  
**ENLARGED STORM SEWER**  
**ARBORETUM OF**  
**SOUTH BARRINGTON**  
VILLAGE OF SOUTH BARRINGTON, ILLINOIS

REVISED 12-04-06  
REVISED 11-17-06

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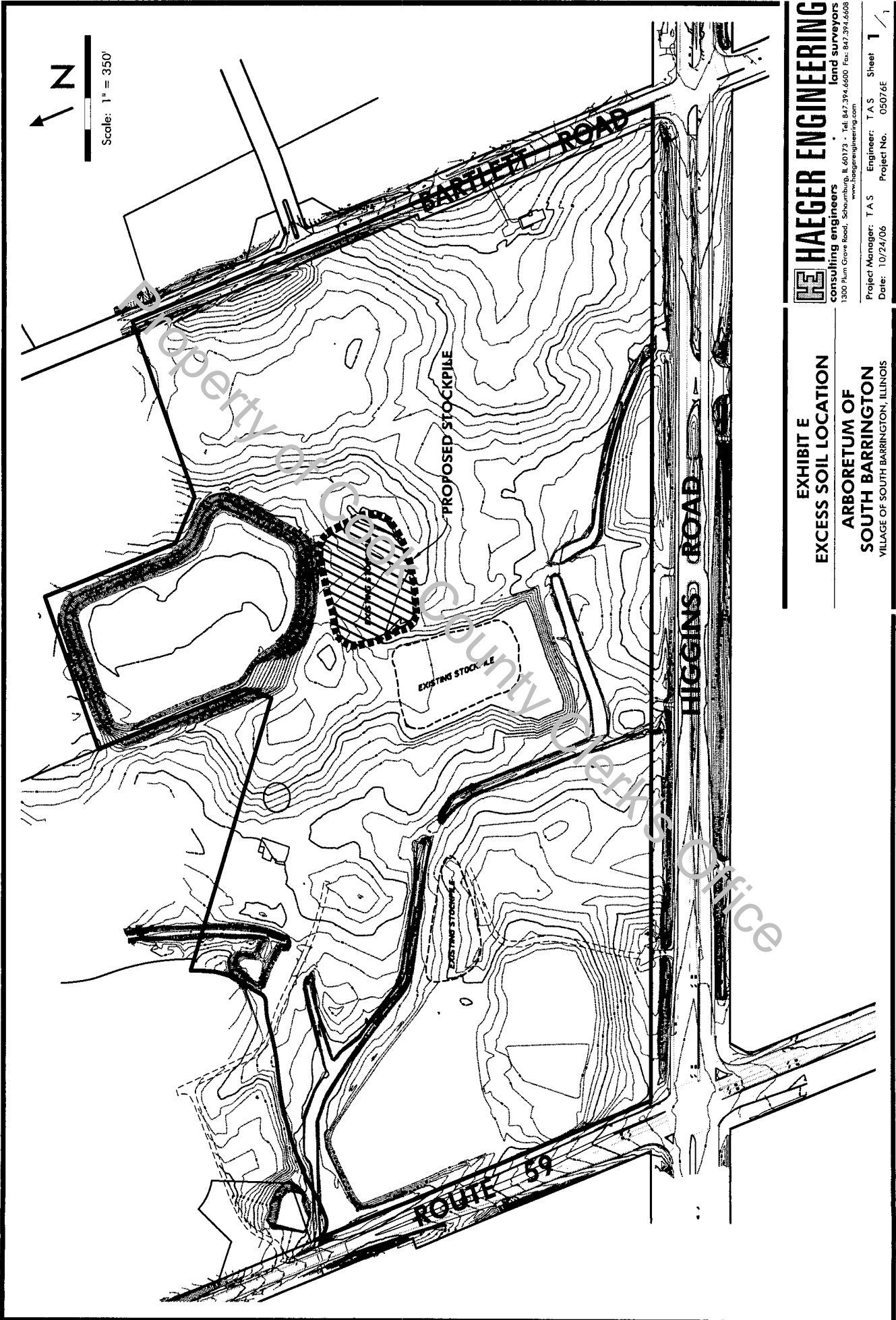
## EXHIBIT E

### EXCESS SOIL LOCATION

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Project Manager: T A S    Engineer: T A S    Sheet 1 / 1  
 Date: 10/24/06    Project No.: 05076E

**EXHIBIT E**  
**EXCESS SOIL LOCATION**  
**ARBORETUM OF**  
**SOUTH BARRINGTON**  
 VILLAGE OF SOUTH BARRINGTON, ILLINOIS

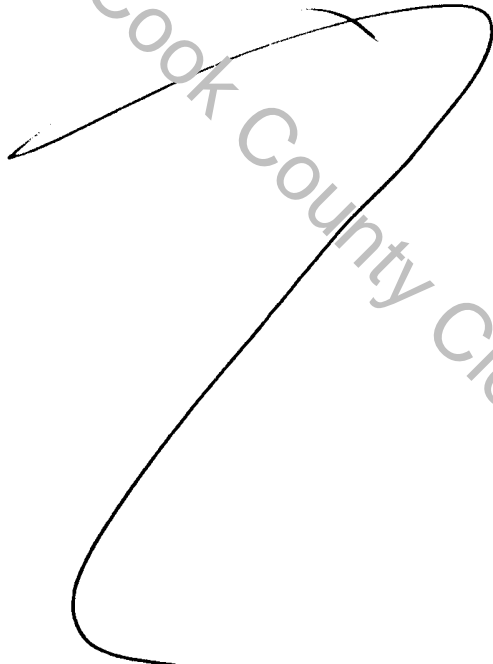
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## EXHIBIT F

### LEGAL DESCRIPTION

### WTF PROPERTY

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## EXHIBIT F

### LEGAL DESCRIPTION OF WTF PROPERTY:

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

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE SOUTH 00 DEGREES 02 MINUTES 15 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 33, A DISTANCE OF 780.49 FEET TO THE NORTH RIGHT OF WAY LINE OF ILLINOIS ROUTE NO. 72 (HIGGINS ROAD) AS MONUMENTED AND OCCUPIED; THENCE NORTH 69 DEGREES 15 MINUTES 19 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 2766.41 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF ILLINOIS ROUTE NO. 59 ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 11194096; THENCE NORTH 00 DEGREES 11 MINUTES 17 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE OF ILLINOIS ROUTE NO. 59, A DISTANCE OF 1096.63 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 50.00 FEET AN ARC DISTANCE OF 80.49 FEET TO A POINT OF COMPOUND CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 72.08 FEET AND A BEARING OF SOUTH 46 DEGREES 18 MINUTES 23 SECONDS EAST; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 467.00 FEET AN ARC DISTANCE OF 68.92 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 68.86 FEET AND A BEARING OF NORTH 83 DEGREES 20 MINUTES 49 SECONDS EAST; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 798.00 FEET AN ARC DISTANCE OF 365.16 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 361.98 FEET AND A BEARING OF SOUTH 87 DEGREES 46 MINUTES 18 SECONDS EAST; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 352.00 FEET AN ARC DISTANCE OF 125.61 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 125.34 FEET AND A BEARING OF SOUTH 81 DEGREES 10 MINUTES 53 SECONDS EAST; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 198.00 FEET AN ARC DISTANCE OF 66.38 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 66.07 FEET AND A BEARING OF SOUTH 78 DEGREES 05 MINUTES 46 SECONDS EAST; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 30.00 FEET AN ARC DISTANCE OF 35.16 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 33.18 FEET AND A BEARING OF NORTH 77 DEGREES 55 MINUTES 47 SECONDS EAST; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 196.00 FEET AN ARC DISTANCE OF 39.98 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 39.91 FEET AND A BEARING OF NORTH 50 DEGREES 11 MINUTES 41 SECONDS EAST; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 232.00 FEET AN ARC DISTANCE OF 125.75 FEET TO A POINT OF COMPOUND CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 124.21 FEET AND A BEARING OF NORTH 40 DEGREES 30 MINUTES 36 SECONDS EAST; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 754.00 FEET AN ARC DISTANCE OF 60.64 FEET TO A POINT OF NON-TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 60.62 FEET AND A BEARING OF NORTH 22 DEGREES 40 MINUTES 42 SECONDS EAST; THENCE SOUTH 51 DEGREES 22 MINUTES 16 SECONDS EAST, A DISTANCE OF 287.96 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 51 DEGREES 22 MINUTES 16 SECONDS EAST, 379.25 FEET; THENCE SOUTH 38 DEGREES 37 MINUTES 44 SECONDS WEST, 30.67 FEET; THENCE SOUTH 20 DEGREES 41 MINUTES 41 SECONDS WEST, 105.23 FEET; THENCE NORTH 69 DEGREES 18 MINUTES 19 SECONDS WEST, 191.54 FEET; THENCE SOUTH 20 DEGREES 41 MINUTES 41 SECONDS WEST, 27.00 FEET; THENCE NORTH 69 DEGREES 18 MINUTES 19 SECONDS WEST, 220.11 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHERLY ALONG A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 90.00 FEET AN ARC DISTANCE OF 40.31 FEET TO A POINT ON A NON-TANGENT CURVE, THE CHORD OF SAID ARC HAVING A LENGTH OF 39.98 FEET AND A BEARING OF NORTH 04 DEGREES 39 MINUTES 01 SECOND WEST; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 233.00 FEET AN ARC DISTANCE OF 43.15 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 43.08 FEET AND A BEARING OF NORTH 42 DEGREES 49 MINUTES 55 SECONDS EAST; THENCE NORTH 37 DEGREES 31 MINUTES 37 SECONDS EAST, 211.19 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN # 01-33-200-012-0000

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## EXHIBIT G

### BIKE PATH EASEMENT

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