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Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 09/25/2008 01:02 PM Pg: 1 of 23

ORDINANCE NO. 0-107-08

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE
A SECOND AMENDMENT TO THE REDEVELOPMENT AGREEMENT BETWEEN
THE VILLAGE OF PALATINE AND ARLINGTON AUTOMOTIVE GROUP, INC.**

Property of Cook County Clerk's Office

PINS 02-02-203-009 THRU 014
02-02-203-020 THRU 022
02-02-203-035 AND 036
02-02-205-018

Village of Palatine
Village Clerk's Office
200 E. Wood Street
Palatine, IL 60067

Published in pamphlet form by authority of the
Mayor and Village Council of the Village of Palatine
on August 4, 2008

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ORDINANCE NO. 0-107-08

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE
A SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT BETWEEN
THE VILLAGE OF PALATINE AND ARLINGTON AUTOMOTIVE GROUP, INC.**

WHEREAS, the Village of Palatine by Ordinance Nos. 0-23-03, 0-24-03, 0-25-03 and passed by the Mayor and Village Council on January 27, 2003 established a Tax Increment Financing District, adopted a Tax Increment Redevelopment Plan for Rand Road Corridor and designated a Redevelopment Project Area; and

WHEREAS, the Village of Palatine entered into a Redevelopment Agreement with Arlington Automotive Group, Inc. dated May 11, 2007 for the property located at the northeast corner of Rand and Hicks Roads; and

WHEREAS, on March 10, 2008 the Village Council passed Ordinance #0-30-08 authorizing the Mayor to execute a First Amendment to Redevelopment Agreement Arlington Automotive Group, Inc.; and

WHEREAS, the Mayor and Village Council have on August 4, 2008, considered the proposed Second Amendment to Redevelopment Agreement with Arlington Automotive Group, Inc., and have determined that entering into this Agreement furthers the purposes of the Tax Increment Financing District and the Redevelopment Plan for the Rand Road Corridor and furthers the public interest; and

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NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Village Council of the Village of Palatine, acting in the exercise of their home rule power that:


SECTION 1: The Village of Palatine hereby authorizes the Mayor to execute the Second Amendment to the Redevelopment Agreement attached hereto as Exhibit "A", pursuant to the Tax Increment Financing Act, Section 65 ILCS 5/11-74/4-4(c) and authorizes the Mayor to execute any other supporting documents to the extent permitted by law.

SECTION 2: This Ordinance shall be in full force and effect upon passage and approval as provided by law.

PASSED: This 4 day of August, 2008

AYES: 6 NAYS: 0 ABSENT: 0 PASS: 0


APPROVED by me 4 day of August, 2008



Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk

This 4 day of August, 2008



Village Clerk

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STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, MARGARET R. DUER, do hereby certify that I am the duly elected, qualified and acting Clerk of the Village of Palatine, Cook County, Illinois, and that I am the keeper of the records, journals, entries, ordinances and resolutions of the said Village of Palatine.

I do further certify that the foregoing Ordinance is a true and correct copy of an Ordinance passed and adopted by the Village Council of the Village of Palatine at a Regular meeting held on the 4 day of August, 2008, and that said ordinance was deposited and filed in the office of the Village Clerk on the 4 day of August, 2008.


I do further certify that the original of which the foregoing is a true copy, is entrusted to my care for safekeeping and that I am the keeper of the same.

I further certify that the vote of the Village Council on the motion to adopt said ordinance was as follows:

AYES: 6 NAYS: 0 ABSENT: 0 PASS: 0

BY WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Palatine this 6th day of August, 2008.

(S E A L)



Margaret R. Duer
Palatine Village Clerk

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07-31-08
Version 6

SECOND AMENDMENT TO
REDEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT (this "Amendment"), is made and entered into as of the 4 day of AUGUST, 2008 ("Amendment Date") by and between the VILLAGE OF PALATINE, ILLINOIS, an Illinois municipal home rule corporation, located in Cook County, Illinois (the "Village"), Arlington Automotive Group, Inc., an Illinois corporation (the "Car Dealer"), and DNA Realty, INC., an Illinois corporation ("DNA"). (Village and Car Dealer and DNA are sometimes referred to individually as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, the Village is a home rule unit of government in accordance with Article VII, Section 6, of the Constitution of the State of Illinois, 1970; and

WHEREAS, the Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base, to increase additional tax revenues realized by the Village, foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise be in the best interests of the Village; and

WHEREAS, the Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"), to

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finance redevelopment in accordance with the conditions and requirements set forth in the Act; and

WHEREAS, the parties hereto previously entered into that certain Redevelopment Agreement dated as of the 11th day of May, 2007 and recorded on May 24, 2007 as Document # 0714449021 (the "Original Redevelopment Agreement"); and

WHEREAS, the parties hereto previously entered into that First Amendment to Redevelopment Agreement dated as of the 10th day of March, 2008 and recorded on March 24, 2008 as Document # 0308455006 (the "First Amendment"); and

WHEREAS, the parties now wish to amend Sections of the Original Redevelopment Agreement; and

WHEREAS, the First Amendment shall be null and void and totally replaced by this Second Amendment as provided herein below; and

WHEREAS, the terms of the Original Redevelopment Agreement shall remain in full force and effect except with respect to the Sections amended in this Second Amendment to the Original Redevelopment Agreement; and

WHEREAS, this Amendment has been submitted to the corporate authorities of the Village for consideration and review. The corporate authorities have taken all actions required to be taken prior to the execution of this Amendment in order to make the same binding upon the Village according to the terms hereof and any and all actions of the corporate authorities of the Village precedent to the execution of this Amendment have been undertaken and performed in the manner required by law; and

WHEREAS, this Agreement has been submitted to the directors of Car Dealer and directors of the DNA for consideration and review, all of such directors have taken all

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actions required to be taken prior to the execution of this Amendment in order to make the same binding upon the Car Dealer and DNA according to the terms hereof, and any and all action of the directors of the Car Dealer and DNA precedent to the execution of this Amendment have been undertaken and performed in the manner required by law.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE ONE

INCORPORATION OF RECITALS.

The findings, representations and agreements set forth in the above Recitals are material to this Amendment and are hereby incorporated into and made a part of this Amendment as though fully set out in this Article One, and constitute findings, representations and agreements of the Village and of the Car Dealer and DNA according to the tenor and import of the statements in such Recitals.

ARTICLE TWO

DEFINITIONS

For the purposes of this Agreement, unless the context clearly requires otherwise, words and terms used in this Amendment shall have the meanings provided in the Original Redevelopment Agreement.

ARTICLE THREE

Section 7.2 of the Redevelopment Agreement shall be replaced in its entirety with the following provision:

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7.2 Acquisition of Car Wash Property.

- A.** The Village shall pay two million five hundred thousand (\$2,500,000.00) dollars towards the acquisition cost of the Car Wash Property. DNA shall pay one million (\$1,000,000) dollars towards the acquisition of the Car Wash Property.
- B.** The Village filed, at Village sole cost and expense, a quick take condemnation action as provided in the Quick Take statute. The Village acknowledges and agrees that all timing obligations of the Car Dealer and DNA are set forth in Exhibit "F" of this Agreement. On July 25, 2008 DNA placed in escrow nine hundred thirty seven thousand five hundred (\$937,500) dollars as part of its share of the amount of funds that the Village offered in its quick take court action as the fair market value of the land. DNA shall deposit an additional sixty two thousand five hundred (\$62,500) dollars into said escrow as its full and complete escrow deposit at the earlier of September 10, 2008, or upon one day notice from the Village of the Village's intent to deposit funds with Cook County for condemnation. The Village further agrees to convey the Car Wash Property acquired by Village hereunder to DNA and DNA agrees to purchase and accept legal title to the Car Wash Property from the Village by special warranty deed upon the Closing, subject to **Article 15**. Upon entry of a Order of Court in which preliminary and final compensation is determined, the amount deposited by DNA in escrow for DNA's share of the purchase price shall no longer be entitled to be withdrawn from the Escrow by DNA. The Parties agreed to amend the Escrow Instructions to clarify this change in terms. In the event that DNA fails to acquire the Car Wash Property after Village has approved the Planned Development and acquired the Car Wash Property by quick take condemnation

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action, one-half of DNA's share of the escrow amount held hereunder shall be released to DNA within five (5) business days. The balance of DNA's share of such escrow amount shall be released to DNA upon the Village's disposition of the Car Wash Property, subject to reduction by an amount equal to one-half of any loss incurred by the Village as a result of such disposition, exclusive of the Village's condemnation costs. In the event that DNA fails to acquire the Car Wash Property after Village has approved the Planned Development and acquired the Car Wash Property by quick take condemnation action, then DNA and/or Car Dealer shall pay all Village costs incurred in filing and pursuing the quick take condemnation action including all attorneys fees. In the event that the Village has acquired the Car Wash Property by quick take condemnation action and, through no fault of DNA, the Village does not convey the Car Wash Property to DNA at the Closing under the terms of **Article 15**, the escrow amount held hereunder shall be released to DNA within five (5) business days. DNA acknowledges that the Village's quick take condemnation authority expires on January 1, 2012. Thereafter the Village will not have the authority to use quick take authority in the event condemnation is necessary to obtain title to the Car Wash Property.

ARTICLE FOUR

Section 7.3 of the Redevelopment Agreement shall be replaced in its entirety with the following provision:

- 7.3 Acquisition of Corner Property by Village.** The Village represents that it purchased the Corner Property on June 26, 2007. Car Dealer and DNA acknowledge and agree that the existing restaurant facility known as Tore and Luke's Restaurant

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("Restaurant"), shall have a right to remain on a portion of the Corner Property. Pursuant to a Real Estate Sale Contract between the Village and Rand Ridge LLC as sole beneficiary of Harris NA as Trustee under trust # HTB1547 and dated August 7, 2004, the Restaurant has a contractual duty to vacate the Corner Property no later than September 30, 2008 or the two hundred fifty thousand (\$250,000.00) dollar letter of credit held in escrow pursuant to Section 16 of said Real Estate Sale Contract will be forfeited. All deeds to the Corner Property from the Village to DNA shall be subject to the foregoing provisions of said Real Estate Sale Contract and the Village will assign to DNA all rights to the two hundred fifty thousand (\$250,000.00) dollar letter of credit escrow.

ARTICLE FIVE

Section 8.2 of the Redevelopment Agreement shall be replaced in its entirety with the following provision:

8.2 TIF Funding. This Agreement shall not constitute a debt of the Village within the meaning of any constitutions, statutory provision or limitation. TIF funds shall be disbursed to DNA in accordance with the terms of this Agreement. The Village shall provide TIF assistance to DNA in an amount not to exceed two million five hundred thousand (\$2,500,000.00) dollars in cash in reimbursement of TIF Eligible Expenses incurred by DNA for the Project. Said payment by the Village to DNA shall be made annually on a "pay as you go" basis. The amount of the annual payments made by the Village to DNA shall be equal to fifty (50%) percent of the annual sales taxes received by the Village from the Project during the preceding year. No later than May 31st of each year, the Village shall reimburse DNA on the basis of fifty (50%) percent of the sales tax

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received by the Village in the preceding year, until DNA has received not more than Two Million Five Hundred Thousand (\$2,500,000.00) Dollars in cash, subject to DNA having spent sufficient TIF Eligible Expenses to justify said amount.

ARTICLE SIX

The second sentence of Section 8.4 of the Redevelopment Agreement shall be revised and amended to read as follow:

“In the event that Car Dealer fails to remain open for business in satisfaction of the foregoing requirement of this Section 8.4, DNA agrees that it shall not seek to reduce its real estate tax assessment based on vacancy in the building.”

ARTICLE SIX

Section 8.9 of the Redevelopment Agreement shall be replaced in its entirety with the following provisions:

- 8.9 Cash Payment.** Based on DNA incurring expenses that are eligible under the Act, and Car Dealer and/or DNA providing proof of payment and paid receipts for said TIF Eligible Expenses, the Village shall reimburse DNA a sum not to exceed Two Million Five Hundred Thousand (\$2,500,000.00) Dollars, not including any Village write-down of Property acquired by DNA. Said amount shall be paid pursuant to **Section 8.2** of this Agreement subject to the condition that DNA and/or the operator of the car dealership facility complete, execute and deliver to the Village an “Authorization to Release Sales Tax Information”, upon receipt of the Illinois Business Tax Number for the car dealership.

ARTICLE SEVEN

Section 9.3 of the Redevelopment Agreement shall be replaced in its entirety with the following provision:

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9.3 Permit Application Deadlines. On May 15, 2008, Car Dealer and/or DNA applied for preliminary Planned Development approval and final Planned Development approval, which application the Village executed as land owner. So long as the Village approves the Preliminary and Final Planned Development no later than August 11, 2008, Car Dealer and/or DNA shall, within thirty (30) days after Planned Development approval, have applied for (and made all submittal requirements in conformance with Village codes) a building permit for the construction of the Project in accordance with the Final Plans. Car Dealer and/or DNA shall proceed with the application for permits and construction of the Project on the Property in accordance with the schedule to be set forth in **Exhibit "F"**. In the event that the Village does not own or have a binding contract to acquire, or an Order of Court with a finding of preliminary compensation and/or final compensation which reflects the Village's binding legal right to control the Car Wash Property by September 15, 2008, this Agreement shall be null and void at the election of Car Dealer and/or DNA, provided that all escrow funds shall be released to DNA pursuant to **Section 7.2**.

ARTICLE EIGHT

The first sentence of Section 9.4 shall be replaced in its entirety and be replaced with the following:

9.4 Construction Financing Deadline. Not more than thirty (30) days after the Village adopts a final ordinance granting Planned Development approval for the project, Car Dealer and DNA shall demonstrate to the Village's satisfaction through signed letters of intent or otherwise that Car Dealer and DNA have sufficient funds to pay the cost of the Project and any other obligations of DNA and Car Dealer hereunder relating to the Property.

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ARTICLE NINE

MISCELLANEOUS PROVISIONS

9.1 Time of the Essence. Time is of the essence of this Amendment.

9.2 Counterparts. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Amendment.

9.3 Recordation of Amendment. The Parties agree to record this Amendment in the appropriate land or governmental records.

9.4 Severability. If any provision of this Amendment, or any Section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Amendment shall be construed as if such invalid part were never included herein, and this Amendment shall be and remain valid and enforceable to the fullest extent permitted by law.

9.5 Successors in Interest. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective authorized successors and assigns.

9.6 No Joint Venture, Agency or Partnership Created. Nothing in this Amendment, or any actions of the Parties to this Amendment, shall be construed by the Parties or any third

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person to create the relationship of a partnership, agency or joint venture between or among such parties.

9.7 No Personal Liability of Officials of Village or Car Dealer and DNA. No covenant or agreement contained in this Amendment shall be deemed to be the covenant or agreement of the Mayor, Village Council member, Village Manager, any official, officer, partner, member, director, agent, employee or attorney of the Village or Car Dealer and DNA, in his or her individual capacity, and no official, officer, partner, member, director, agent, employee or attorney of the Village or Car Dealer and DNA shall be liable personally under this Amendment or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Amendment, or any failure in that connection.

9.8 Term. This Amendment shall remain in full force and effect for twenty-three (23) years from the date the Rand Road Redevelopment Project Area was created, unless the Redevelopment Plan with respect to the Redevelopment Project is extended or until termination of the Redevelopment Project Area or until otherwise terminated pursuant to the terms of this Amendment or the Original Redevelopment Agreement; provided, however, that the DNA and Car Dealer and DNA's construction obligations hereunder shall terminate pursuant to certificates of completion issued by the Village.

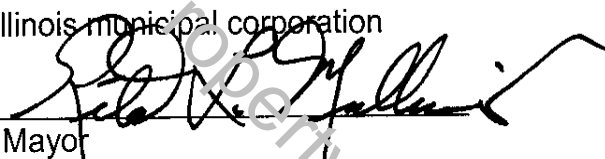
9.9 Municipal Limitations. All municipal commitments are limited to the extent required by law.

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9.10 Conflicts. Wherever the terms and conditions of this Amendment conflict with the terms and conditions of the Redevelopment Agreement between the Parties, the terms and conditions of this Agreement shall control and govern.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on or as of the day and year first above written.

VILLAGE OF PALATINE,
an Illinois municipal corporation

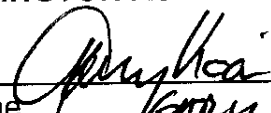

By: Mayor

ATTEST:


By: Village Clerk

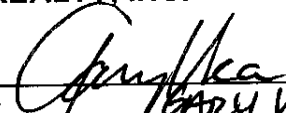
CAR DEALER:

ARLINGTON AUTOMOTIVE GROUP, INC.

By: 
Name: GARY VICARI
Its: President

DNA:

DNA REALTY, INC.

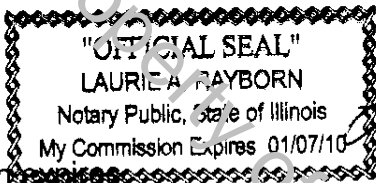
By: 
Name: GARY VICARI
Its: President

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, LAURIE A. RAYBORN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that GARY VICARI, PRES. of Arlington Automotive Group, Inc., an Illinois corporation, who is 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 signed and delivered the said instrument as his own free and voluntary act as said President and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14 day of AUG., 2008.



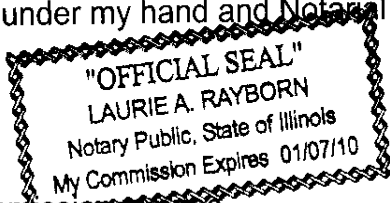
Laurie A. Rayborn
Notary Public

My commission expires _____.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, LAURIE A. RAYBORN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that GARY VICARI, PRES. of DNA Realty Inc., an Illinois corporation, who is 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 signed and delivered the said instrument as his own free and voluntary act as said President and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14 day of AUG., 2008.



Laurie A. Rayborn
Notary Public

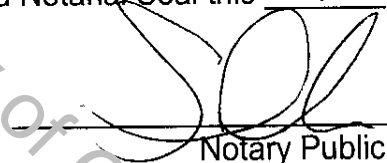
My commission expires _____.

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

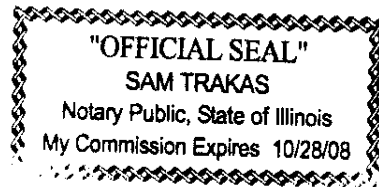
I, Sam Trakas, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Rita Mullins, Mayor of the Village of Palatine, an Illinois municipal corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Village of Palatine, Ill., for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14th day of August, 2008.



Notary Public

My commission expires 10/28/2008.



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EXHIBIT F

Development Schedule

Action	Target Date	Default Date	Penalty Amount
Apply for a Building Permit	09-01-2008	10-31-2008	\$25,000
Close on the Property	09-01-2008	10-31-2008	
Submit Construction Financing Commitment & Development Budget	09-01-2008	10-31-2008	
Obtain Foundation Permit & Commence Site Work	09-30-2008	11-30-2008	
Commence Demolition	10-01-2008	12-01-2008	
Commence Environmental Remediation (if necessary)	10-15-2008	12-15-2008	
Obtain Building Permit	10-26-2008	12-26-2008	\$25,000
Complete Demolition	10-30-2008	12-30-2008	
Commence Foundation Construction	10-30-2008	12-30-2008	\$100,000
Complete Environmental Remediation (if necessary)	11-28-2008	01-28-2009	
Complete Foundation Installation	11-30-2008	02-28-2009	
Commence Vertical Construction	02-15-2009	04-15-2009	
Complete Shell & Core	05-31-2009	07-31-2009	\$100,000
Occupy Building, First Certificate of Occupancy	09-01-2009	12-01-2009	\$300,000

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LEGAL DESCRIPTION

02-02-205-018

LOT 1 IN PALATINE ASSEMBLAGE BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 2. TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 2004 AS DOCUMENT #0408244143 IN COOK COUNTY, ILLINOIS.

02-02-203-009

THAT PART OF SECTION 2 TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST AND WEST 1/4 LINE OF SAID SECTION WITH THE CENTER LINE OF RAND ROAD; SAID INTERSECTION BEING 1514.39 FEET WEST OF THE EAST LINE OF SAID SECTION; MEASURED ON SAID EAST AND WEST 1/4 LINE; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF RAND ROAD, SAID CENTER LINE FORMING AN ANGLE OF 47 DEGREES 00 MINUTES 30 SECONDS WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION A DISTANCE OF 845.08 FEET TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY AT RIGHT ANGLES TO RAND ROAD 418.57 FEET TO POINT THAT IS 416 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION; THENCE WEST PARALLEL TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 377.89 FEET TO A POINT IN THE CENTER LINE OF A HIGHWAY RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT 1106B762; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF SAID HIGHWAY 155.68 FEET TO THE CENTER LINE OF RAND ROAD; THENCE SOUTHEASTERLY 199.75 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

02-02-203-010

THAT PART OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT INTERSECTION OF THE EAST AND WEST 1/4 LINE OF SAID SECTION WITH THE CENTER LINE OF RAND ROAD. SAID INTERSECTION BEING 1514.39 FEET WEST OF THE EAST LINE OF SAID SECTION, MEASURED ON SAID EAST AND WEST 1/4 LINE. THENCE NORTHEASTERLY ALONG THE CENTER LINE OF RAND ROAD, SAID CENTER LINE FORMING AN ANGLE OF 47 DEGREES 00 MINUTES 30 SECONDS WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION, A DISTANCE OF 745.08 FEET TO A POINT OF BEGINNING; THENCE NORTHEASTERLY AT RIGHT ANGLES TO RAND ROAD 334.31 FEET TO A POINT: THENCE NORTH PARALLEL TO EAST LINE OF SAID SECTION ON A LINE THAT FORMS AN ANGLE OF 47 DEGREES 28

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MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 130.65 FEET TO A POINT THAT IS 416 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION; THENCE WEST PARALLEL TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION, 5.55 FEET; THENCE SOUTHWESTERLY 418.57 FEET TO A POINT IN THE CENTER LINE OF RAND ROAD THAT IS 100 FEET NORTHWESTERLY OF POINT OF BEGINNING; THENCE SOUTHEASTERLY 100 FEET TO POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

02-02-203-011

THAT PART OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF THE EAST AND WEST 1/4 LINE OF SAID SECTION WITH THE CENTER LINE OF RAND ROAD, SAID INTERSECTION BEING 1514.39 FEET WEST OF THE EAST LINE OF SAID SECTION MEASURED ON SAID EAST AND WEST 1/4 LINE: THENCE NORTHWESTERLY ALONG THE CENTER LINE OF RAND ROAD, SAID CENTER LINE FORMING AN ANGLE OF 47 DEGREES 00 MINUTES 30 SECONDS WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION, A DISTANCE OF 645.08 FEET TO A POINT OF BEGINNING: THEN NORTHEASTERLY AT RIGHT ANGLES TO RAND ROAD 242.52 FEET TO A POINT: THENCE NORTH PARALLEL TO EAST LINE OF SAID SECTION ON A LINE THAT FORMS AN ANGLE OF 47 DEGREES 28 MINUTES TO LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 135.74 FEET: THENCE SOUTHWESTERLY 334.31 FEET TO A POINT IN THE CENTER LINE OF RAND ROAD THAT IS 100 FEET NORTHWESTERLY OF POINT OF BEGINNING; THENCE SOUTHEASTERLY 100 FEET TO POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

02-02-203-012

THAT PART OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST AND WEST 1/4 LINE OF SAID SECTION WITH THE CENTER LINE OF RAND ROAD, SAID INTERSECTION BEING 1514.39 FEET WEST OF THE EAST LINE OF SAID SECTION MEASURED ON SAID EAST AND WEST 1/4 LINE: THENCE NORTHWESTERLY ALONG THE CENTER LINE OF RAND ROAD, SAID CENTER LINE FORMING AN ANGLE OF 47 DEGREES 00 MINUTES 30 SECONDS WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION, A DISTANCE OF 545.08 FEET TO A POINT OF BEGINNING: THENCE NORTH WESTERLY ALONG CENTER LINE OF RAND ROAD 100 FEET: THENCE NORTH EASTERLY AT RIGHT ANGLES TO RAND ROAD 242.52; THENCE SOUTHWESTERLY ON A LINE THAT FORMS AN ANGLE OF 52 DEGREES,

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36 MINUTES 30 SECONDS TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE. FOR A DISTANCE OF 125.89 FEET: THENCE SOUTHWESTERLY 318.96 FEET TO A POINT DF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

02-02-203-013

THAT PART OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN BEGINNING AT THE INTERSECTION OF THE EAST AND WEST 1/4 LINE OF SAID SECTION WITH THE CENTER LINE OF RAND ROAD, SAID INTERSECTION BEING 1514.39 FEET WEST OF THE EAST LINE OF SAID SECTION MEASURED ON SAID EAST AND WEST 1/4 LINE; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF RAND ROAD, SAID CENTER LINE FORMING AN ANGLE OF 47 DEGREES 00 MINUTES 30 SECONDS WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION, A DISTANCE OF 445.08 FEET TO A POINT OF BEGINNING: THENCE NORTHWESTERLY ALONG THE CENTER LINE OF RAND ROAD 100 FEET: THENCE NORTH EASTERLY AT RIGHT ANGLES TO RAND ROAD 318.96: THENCE SOUTH EASTERLY ON A LINE THAT FORMS AN ANGLE OF 52 DEGREES 36 MINUTES 30 SECONDS TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE. FOR A DISTANCE OF 125.89 FEET: THENCE SOUTHWESTERLY 395.40 FEET TO A POINT OF BEGINNING, IN COOK COUNTY. ILLINOIS.

02-02-203-014

THAT PART OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; BEGINNING AT THE INTERSEC110N OF THE EAST AND WEST 1/4 LINE OF SAID SECTION MEASURED ON SAID EAST AND WEST 1/4 LINE: THENCE NORTH WESTERLY ALONG THE CENTER LINE OF RAND ROAD, SAID CENTER LINE FORMING AN ANGLE OF 47 DEGREES 0 MINUTES 30 SECONDS WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION, A DISTANCE OF 345.08 FEET TO A POINT OF BEGINNING: THENCE NORTH WESTERLY ALONG THE CENTER LINE OF RAND ROAD 100 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO RAND ROAD 395.40 FEET, THENCE SOUTH EASTERLY ON A LINE THAT FORMS AN ANGLE OF 52 DEGREES 36 MINUTES 30 SECONDS TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 125.89 FEET; THENCE SOUTHWESTERLY 471.84 FEET TO A POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

02-02-203-035

THAT PART OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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COMMENCING AT THE INTERSECTION OF THE EAST AND WEST 1/4 LINE OF SAID SEC110N WITH CENTER LINE OF RAND ROAD: SAID INTERSECTION BEING 1514.39 FEET WEST OF THE EAST LINE OF SAID SEC110N AS MEASURED ON SAID EAST AND WEST 1/4 LINE: THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID RAND ROAD, SAID CENTER FORMING AN ANGLE OF 47 DEGREES 0 MINUTES 30 SECONDS WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION, A DISTANCE OF 245.08 FEET TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID ROAD 100 FEET: THENCE NORTH EASTERLY AT RIGHT ANGLES TO RAND ROAD, 471.84 FEET: THENCE SOUTHEASTERLY ON A LINE THAT FORMS AN ANGLE OF 52 DEGREES 36 MINUTES 30 SECONDS TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 125.89 FEET: THENCE SOUTHWESTERLY 548.24 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

02-02-203-036

THAT PART OF SEC110N 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST AND WEST 1/4 LINE OF SAID SECTION WITH CENTER LINE OF RAND ROAD; SAID INTERSECTION BEING 1514.39 FEET WEST OF THE EAST LINE OF SAID SEC110N AS MEASURED ON SAID EAST AND WEST 1/4 LINE; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID RAND ROAD, SAID CENTER FORMING AN ANGLE OF 47 DEGREES 0 MINUTES 30 SECONDS WITH THE EAST AND WEST 1/4 LINE OF SAID SEC110N, A DISTANCE OF 145.08 FEET TO THE POINT OF BEGINNING: THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID ROAD 100 FEET: THENCE NORTH EASTERLY AT RIGHT ANGLES TO RAND ROAD, 548.24 FEET: THENCE SOUTHEASTERLY ON A LINE THAT FORMS AN ANGLE OF 52 DEGREES 36 MINUTES 30 SECONDS TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 125.89 FEET: THENCE SOUTHWESTERLY 624.72 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

02-02-203-020

THAT PART OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 2 AFORESAID, 1622.10 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SEC110N: THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION: 416 FEET TO A PLACE OF BEGINNING; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION 291.95 FEET;

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THENCE NORTHWESTERLY ON A LINE THAT FORMS AN ANGLE OF 100 DEGREES 4-1/2 MINUTES TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 152.34 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID SECTION 266.39 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF THE SOUTH HALIF OF THE NORTHEAST QUARTER OF SAID SECTION, 150 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

02-02-203-021

THAT PART OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 2 AFORESAID, 1547.19 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTH HALIF OF THE NORTHEAST QUARTER OF SAID SECTION: THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION: 416 FEET TO A PLACE OF BEGINNING: THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION 304.73 FEET: THENCE NORTHWESTERLY ON A LINE THAT FORMS AN ANGLE OF 100 DEGREES 4-1/2 MINUTES TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 76.17 FEET: THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID SECTION 291.95 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION, 75 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

02-02-203-022

THAT PART OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 2 AFORESAID, 1472.19 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION: THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION: 416 FEET TO A PLACE OF BEGINNING: THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION 317.51 FEET: THENCE NORTHWESTERLY ON A LINE THAT FORMS AN ANGLE OF 100 DEGREES 4-1/2 MINUTES TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 76.17 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID SECTION 304.73 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION, 75 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.