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Doc#: 1405116026 Fee: \$114.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 02/20/2014 12:10 PM Pg: 1 of 39

Doc#: 1334519045 Fee: \$112.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/11/2013 11:41 AM Pg: 1 of 38

After recording return to:  
Mayer Brown LLP  
71 S. Wacker Drive  
Chicago IL 60606  
Attn: Ivan Kane

625  
DZ  
828  
338

Property of Cook County Recorder of Deeds

(Recorder's Stamp)

**ACCESS AND SIGNAGE  
EASEMENT AGREEMENT**

THIS ACCESS AND SIGNAGE EASEMENT AGREEMENT (this "Easement Agreement") is made as of the 11th day of December, 2013, by and among JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, as the owner of ArborLake Centre Parcel A (as defined below) (the "ArborLake Centre Parcel A Owner"), JFMC FACILITIES CORPORATION, an Illinois not-for-profit corporation ("JFMC"), as the owner of ArborLake Centre Parcel B (as defined below) (the "ArborLake Centre Parcel B Owner"), THE ILLINOIS STUDENT ASSISTANCE COMMISSION, an agency of the State of Illinois, as the owner of ArborLake Centre Parcel C (as defined below) (the "ArborLake Centre Parcel C Owner"), and L-O DEERFIELD OPERATING, LLC, a Delaware limited liability company, as the owner of ArborLake Centre Parcel D (as defined below) (the "ArborLake Centre Parcel D Owner") (the ArborLake Centre Parcel A Owner, the ArborLake Centre Parcel B Owner, the ArborLake Centre Parcel C Owner, the ArborLake Centre Parcel D Owner, each an "ArborLake Centre Owner", and collectively, the "ArborLake Centre Owners"), as grantors, and JFMC, as the owner of the Redevelopment Parcel (as defined below) (the "Redevelopment Parcel Owner"), and JFMC, as the owner of the Vacant Parcel (as defined below) (the "Vacant Parcel Owner"), (the Redevelopment Parcel Owner and the Vacant Parcel Owner, each a "Grantee", and collectively, the "Grantees").

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**Recitals**

- A. The ArborLake Centre Parcel A Owner is the owner of the real property as more fully described on Exhibit A attached hereto ("ArborLake Centre Parcel A").
- B. The ArborLake Centre Parcel B Owner is the owner of the real property as more fully described on Exhibit B attached hereto ("ArborLake Centre Parcel B").

NOTE: THIS DOCUMENT IS BEING RERECORDED TO ADD A MORTGAGEE CONSENT.

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- C. The ArborLake Centre Parcel C Owner is the owner of the real property as more fully described on Exhibit C attached (“ArborLake Centre Parcel C”).
- D. The ArborLake Centre Parcel D Owner is the owner of the real property as more fully described on Exhibit D attached hereto (“ArborLake Centre Parcel D”).
- E. The Redevelopment Parcel Owner is the owner of the real property as more fully described on Exhibit E attached hereto (the “Redevelopment Parcel”) which is currently occupied by a vacant office building which will be redeveloped for office or other uses.
- F. The Vacant Parcel Owner is the owner of the real property as more fully described on Exhibit F attached hereto (the “Vacant Parcel”; and collectively with the Redevelopment Parcel, the “Benefitted Parcels”).
- G. The Vacant Parcel is presently undeveloped. It is expected that a luxury apartment community may be constructed on the Vacant Parcel (the “Apartments Project”) substantially as depicted on the site plan attached hereto as Exhibit G, subject to minor changes that may occur during the municipal approval process (the “Site Plan”). PPF AMLI Lake Cook Road, LLC, a Delaware limited liability company (“AMLI”) has certain rights to acquire the Vacant Parcel; and if AMLI acquires the Vacant Parcel, AMLI shall become the Vacant Parcel Owner, and as such shall be bound by this Easement Agreement.
- H. In order to facilitate the future development and/or use and ownership of the Redevelopment Parcel and the Vacant Parcel, the ArborLake Centre Owners and the Grantees desire to create permanent access and signage easements across portions of ArborLake Centre Parcel A, ArborLake Centre Parcel B, ArborLake Centre Parcel C and ArborLake Centre Parcel D (each an “ArborLake Centre Parcel”, and collectively, the “ArborLake Centre Parcels”) as provided below.
- I. As used herein, the term “Owner” shall mean the party or parties in title to a referenced property, and any successor person(s) or entity(ies) which hold record fee simple to a property (and if title is held in a land trust, also the beneficiaries of such land trust) and shall generically refer to either the ArborLake Centre Parcel A Owner, the ArborLake Centre Parcel B Owner, the ArborLake Centre Parcel C Owner, the ArborLake Centre Parcel D Owner, the Vacant Parcel Owner or the Redevelopment Parcel Owner, as the situation may require. “Owners” shall mean collectively, the ArborLake Centre Parcel A Owner, the ArborLake Centre Parcel B Owner, the ArborLake Centre Parcel C Owner, the ArborLake Centre Parcel D Owner, the Vacant Parcel Owner and the Redevelopment Parcel Owner and any successor person(s) or entity(ies) which hold record fee simple to a property.
- J. The ArborLake Centre Parcels are subject to that certain Amended and Restated Declaration and Grant of Reciprocal Rights, dated April 18, 1988, recorded in the office of the Recorder of Deeds of Cook County, State of Illinois as Document

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No. 88160149, as amended by that certain First Amendment to Amended and Restated Declaration, dated October 26, 1992, recorded as Document No. 03020988, as further amended by that certain First Supplement to Amended and Restated Declaration of Reciprocal Rights, dated March 31, 1992, recorded as No. 92219422 and rerecorded as Document No. 92446486 (as amended, and as may otherwise be heretofore or hereinafter amended, the "ArborLake Centre Declaration").

- K. The ArborLake Centre Parcels are benefitted by that certain Grant of Easement encumbering a portion of the Benefitted Parcels, made as of February 7, 1984 and recorded in the office of the Recorder of Deeds of Cook County, State of Illinois as Document as Document No. 270221045, as amended by the Amendment to Grant of Easement dated as of February 16, 1985 and recorded as Document No. 27419485, as further amended by the Second Amendment to Grant of Easement dated as of February 3, 1988 and recorded as Document No. 88145387 and rerecorded as Document No. 88199120, as further amended by the Third Amendment to Grant of Easement dated as of August 4, 2009 and recorded as Document No. 103012006 (as amended, and as otherwise may be heretofore or hereinafter amended, the "Frontage Road Easement").

NOW THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the ArborLake Centre Owners and the Grantees agree as follows:

## 1.0 Grant of Access Easements

**1.1 ArborLake Centre Access Easement.** The ArborLake Centre Owners hereby establish in favor of and grant to Grantees, and their respective tenants, employees, agents, guests and invitees, as an easement appurtenant to each of the Redevelopment Parcel and the Vacant Parcel respectively, a non-exclusive, perpetual easement ("Access Easement") for vehicular and pedestrian ingress and egress over and across the portion of the ArborLake Centre Parcels depicted on Exhibit H and legally described on Exhibit I attached hereto (the "Access Easement Area"), being a portion of the "Rights of Way" as such term is defined in the ArborLake Centre Declaration, such easement is for the purpose of access over such Rights of Way in order to provide ingress and egress between the Benefitted Parcels and (a) Huehl Road and (b) the Wilmot Road and Lake Cook Road intersection (which will be accessed through the Wilmot Road Entrance Easement Area (as hereinafter defined) on the Redevelopment Parcel). The right to use the Access Easement is subject to Section 1.3 below. Upon commencement of such use by each of the Vacant Parcel Owner and Redevelopment Parcel Owner pursuant to Section 1.3, the applicable Owner commencing such use shall be required to maintain the insurance set forth in Article XII, Section 3 of the ArborLake Centre Declaration.

**1.2 Construction Traffic Prohibited.** Notwithstanding anything to the contrary in this Easement Agreement, the Access Easement shall not be used by the Grantees and their respective tenants, employees, agents and invitees for construction vehicles in connection with any construction activities on the Benefitted Parcels.

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**1.3 Use of the Access Easement.** The Vacant Parcel Owner and their respective tenants, employees, agents, guests and invitees shall be permitted to use the Access Easement from and after the issuance of a certificate of occupancy by the Village of Deerfield (which certificate of occupancy may be a temporary or conditional certificate of occupancy) pertaining to the Apartments Project or other development on the Vacant Parcel (the "Vacant Parcel Occupancy"). The Redevelopment Parcel Owner and their respective tenants, employees, agents, guests and invitees shall be permitted to use the Access Easement from and after the first to occur of either (i) the re-occupancy of the existing building located on the Redevelopment Parcel, or (ii) the issuance of a certificate of occupancy by the Village of Deerfield pertaining to any replacement or modified improvements located on the Redevelopment Parcel (which certificate of occupancy may be a temporary or conditional certificate of occupancy) (such re-occupancy or occupancy under (i) or (ii), a "Redevelopment Parcel Occupancy").

**1.4 Easement Area Maintenance Responsibility.** Each ArborLake Centre Owner hereby agrees for the benefit of the Redevelopment Parcel Owner and the Vacant Parcel Owner that it shall cause the portion of the Access Easement located on its respective ArborLake Centre Parcel to be maintained, repaired and restored as provided in Article II, Section 3 of the ArborLake Centre Declaration, which provides that such maintenance, repair and restoration shall be performed so as to keep the Access Easement in a safe and secure condition in compliance with all applicable federal, state and municipal laws and ordinances, including but not limited to cleaning, snow removal, replacement of broken or damaged lighting, striping, curb and gutter maintenance, drainage and resurfacing, when and as required, subject to the right of the ArborLake Centre Owners to appoint a Manager (as defined in the ArborLake Centre Declaration), as provided in Article VII, Section 1 of the ArborLake Centre Declaration, to administer and provide for the coordinated use and maintenance of the Access Easement Area as agent on behalf of the ArborLake Centre Owners. If the ArborLake Centre Owners or their Manager fail to perform their obligations under this Section 1.4, each of the Redevelopment Parcel Owner and Vacant Parcel Owner shall have the same rights and remedies as are set forth in Article II, Section 3 of the ArborLake Centre Declaration for such failure. The ArborLake Centre Owners agree that the Redevelopment Parcel Owner and Vacant Parcel Owner and their mortgagees shall be additional benefitted parties under the insurance set forth in Article XII, Section 3 of the ArborLake Centre Declaration.

## **2.0 Signage Easements.**

**2.1 Signage Easements.** The Redevelopment Parcel Owner and Vacant Parcel Owner desire to make use of certain existing directional signage located on ArborLake Centre Parcel A in the areas identified as "Sign 1" and "Sign 2" on Exhibit J attached hereto and any replacement for such signage (the "ArborLake Centre Directional Signage") for the benefit of their respective Benefitted Parcels. Accordingly, the ArborLake Centre Owners hereby establish in favor of and grant to each of the Grantees, as an easement appurtenant to their respective Benefitted Parcels, the right, to use the ArborLake Centre Directional Signage to add the name of the development on the Redevelopment Parcel and on the Vacant Parcel (respectively) to the ArborLake Centre Directional Signage subject to the terms and limitations herein (the "Signage Easement"). JFMC was the prior beneficiary of the "Karmel Information Center" portion of the ArborLake Centre Directional Signage, and JFMC hereby consents to the deletion of "Karmel Information Center" on the ArborLake Centre Directional Signage to facilitate the Signage

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Easement. Any modifications or additions to the ArborLake Centre Directional Signage pursuant to the Signage Easement shall be at the expense of the Grantee exercising the Signage Easement. The Grantee exercising the Signage Easement shall use the same color, font and font size as the existing lettering on the ArborLake Centre Directional Signage unless the ArborLake Centre Owners otherwise agree. The Redevelopment Parcel and the Vacant Parcel shall have substantially equivalent rights to use any replacement of the ArborLake Centre Directional Signage.

**2.2 Signage Easement Maintenance.** Each ArborLake Centre Owner hereby agrees for the benefit of the Grantees that it shall cause the ArborLake Centre Directional Signage to be maintained, repaired and restored in a good, safe and neat condition, subject to the ArborLake Centre Owners subject to the right of the ArborLake Centre Owners to appoint a Manager, as provided in Article VII, Section 1 of the ArborLake Centre Declaration, to administer and provide for the coordinated use and maintenance of the ArborLake Centre Directional Signage for and as agent on behalf of the ArborLake Centre Owners; provided that any maintenance, repair or restoration required primarily by the misuse or damage or negligence of one of the Grantees shall be paid for by the Grantee whose action caused such damage, and provided, further, that each of the Grantees acknowledge and agree that the Grantee exercising its Signage Easement rights shall bear the initial cost of painting or otherwise performing the signage modification referred to in Section 2.1 of this Easement Agreement.

### 3.0 Wilmot Road Entrance.

**3.1 Wilmot Road Entrance Redevelopment.** It is hereby acknowledged that not later than Vacant Parcel Occupancy, the Vacant Parcel Owner, at no cost or expense to the ArborLake Centre Owners, shall cause the existing shared entrance road located on the Redevelopment Parcel (the "Wilmot Road Entrance") to be widened and improved substantially as depicted on the Site Plan and substantially as more particularly depicted on Exhibit K attached hereto subject to minor modifications which may be required in connection with the permitting process for such improvements (the "Wilmot Road Entrance Work"). Except during temporary closures of the Wilmot Road Entrance as are reasonably necessary in connection with the Wilmot Road Entrance Work, the Wilmot Road Entrance shall remain open throughout any period of construction on the Redevelopment Parcel and the Vacant Parcel. From and after commencement of the Wilmot Road Entrance Work, the Vacant Parcel Owner shall cause the Wilmot Road Entrance Work to be diligently pursued to completion, and the Vacant Parcel Owner shall use commercially reasonable efforts to cause the Wilmot Road Entrance Work to be completed within a commercially reasonable amount of time, subject to any delays caused by strikes, lockouts, acts of God, governmental restrictions, enemy acts, civil commotion, unavoidable fire or other casualty, or other causes beyond the control of the party so delayed or hindered. The ArborLake Centre Owners hereby consent to the Wilmot Road Entrance Work. The Wilmot Road Entrance shall be constructed within the real property legally described on Exhibit L attached hereto which is referred to herein as the "Wilmot Road Entrance Easement Area." The Redevelopment Parcel Owner hereby grants to each of the ArborLake Centre Owners and to the Vacant Parcel Owner, as an easement appurtenant to each of the ArborLake Centre Parcels and to the Vacant Parcel, respectively, a non-exclusive perpetual easement for vehicular and pedestrian ingress and egress over and across the Wilmot Road Entrance Easement Area, granted on the same terms and subject to the same conditions as are applicable to the "Easement

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Premises” in the Frontage Road Easement. The parties hereby agree that all portions of the “Easement Premises” (as defined in Frontage Road Easement) which are located on the Redevelopment Parcel are hereby modified to correspond with the Wilmot Road Entrance Easement Area, and that any portions of the existing “Easement Premises” under the Frontage Road Easement on the Redevelopment Parcel that are not within the Wilmot Road Entrance Easement Area are hereby released. All references in the Frontage Road Easement to the portion of "Easement Premises" located on the Redevelopment Parcel shall refer to such "Easement Premises" as amended hereby.

**3.2 Wilmot Road Entrance Area Right of Way Snow Removal.** The ArborLake Centre Owners hereby agree for the benefit of the Redevelopment Parcel Owner and the Vacant Parcel Owner, that the ArborLake Centre Owners shall have the right and, after either Redevelopment Parcel Occupancy or Vacant Parcel Occupancy, the obligation to provide snow removal on the Wilmot Road Entrance Easement Area on the same schedule and to the same standards as snow removal is provided to the Access Easement Area under the ArborLake Centre Declaration, subject to the right of the ArborLake Centre Owners to appoint a Manager, as provided in Article VII, Section 1 of the ArborLake Centre Declaration, to administer and provide for such snow removal. The snow removal activities of the ArborLake Centre Owners on the Wilmot Road Entrance Easement Area are subject to the provisions of the Frontage Road Easement applicable to activities of the ArborLake Centre Owners in the “Easement Premises” under the Frontage Road Easement, including the obligations to repair damage and indemnify as set forth in Sections 11 and 12 of the Frontage Road Easement. As its option, the Redevelopment Parcel Owner may perform additional snow removal on whatever schedule that Redevelopment Parcel Owner desires. Except as expressly set forth herein, this Easement Agreement shall not alter the Redevelopment Parcel Owner’s obligations as set forth in the Frontage Road Easement.

## **4.0 Compensation.**

**4.1 Vacant Parcel.** In consideration for the use of the Access Easement and the Signage Easement and the snow removal from the Wilmot Road Entrance Easement Area provided for in Section 3.2 of this Easement Agreement, effective upon Vacant Parcel Occupancy the Vacant Parcel Owner shall pay an annual fee in the amount of \$ 0,000, subject to escalation as provided herein (the “Vacant Parcel Fee”). The Vacant Parcel Fee shall be payable to the ArborLake Centre Owners collectively or, if directed in writing, by the ArborLake Centre Owners, to the Manager employed by the ArborLake Centre Owners to maintain the Common Facilities (as defined in the ArborLake Centre Declaration) as provided in Article VII, Section 1 of the ArborLake Centre Declaration. The ArborLake Centre Owners hereby acknowledge that CBRE, Inc. is currently Manager and hereby direct the Vacant Parcel Owner to pay the Vacant Parcel Fee to CBRE, Inc. until such time as the ArborLake Centre Owners otherwise direct. Commencing on January 1, 2015 and on each January 1 thereafter, the Vacant Parcel Fee shall increase or decrease on January 1 by an amount to equal the Vacant Parcel Fee for the preceding year, adjusted by the percentage increase or decrease in the Index’s annual average (as described below in the definition of “Index”) between the prior year and the year that is two (2) years prior to such year. For example, if the percentage change in the Index’s annual average from 2013 to 2014 is +1.0%, then the Vacant Parcel Fee for 2015 would be increased by 1% over the Vacant Parcel Fee for 2014. The Vacant Parcel Fee shall be paid annually in advance on the first

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business day after January 1 of each calendar year, except the first payment of the fee after the Vacant Parcel Occupancy shall be made within ten (10) days after such Vacant Parcel Occupancy on a prorated basis for the balance of the calendar year in which Vacant Parcel Occupancy occurred. Notwithstanding the foregoing in this Section 4.1, no Vacant Parcel Fee shall be owed by the Vacant Parcel Owner for any period prior to the Vacant Parcel Occupancy. The ArborLake Centre Owners or such Manager as applicable shall deliver to the Vacant Parcel Owner an invoice with payment instructions for any payment under this Section 4.1 at least 3 business days prior to the date such payment is due.

**4.2 Redevelopment Parcel.** In consideration for the use of the Access Easement and the Signage Easement, and the snow removal from the Wilmot Road Entrance Easement Area provided for in Section 3.2 of this Easement Agreement, the Redevelopment Parcel Owner shall pay an annual fee in the amount of \$10,000 (the "Redevelopment Parcel Fee"). The Redevelopment Parcel Fee shall be payable to the ArborLake Centre Owners collectively or, if directed in writing, by the ArborLake Centre Owners, to the Manager employed by the ArborLake Centre Owners to maintain the Common Facilities (as defined in the ArborLake Centre Declaration) as provided in Article VII, Section 1 of the ArborLake Centre Declaration. The ArborLake Centre Owners hereby acknowledge that CBRE, Inc. is currently Manager and hereby direct the Vacant Parcel Owner to pay the Redevelopment Parcel Fee to CBRE, Inc. until such time as the ArborLake Centre Owners otherwise direct. Commencing on January 1, 2015, and on each January 1 thereafter, the Redevelopment Parcel Fee shall increase or decrease by an amount to equal the Redevelopment Parcel Fee for the preceding year, adjusted by the percentage increase or decrease in the Index's annual average (as described below in the definition of "Index") between the prior year and the year that is two (2) years prior to such year. For example, if the percentage change in the Index's annual average from 2013 to 2014 is +1.0%, then the Redevelopment Parcel Fee for 2015 would be increased by 1% over the Redevelopment Parcel Fee for 2014. The Redevelopment Parcel Fee shall be paid annually in advance on the first business day after January 1 of each calendar year, except the first payment of the fee after a Redevelopment Parcel Occupancy shall be made within ten (10) days after such Redevelopment Parcel Occupancy on a prorated basis for the balance of the calendar year in which Redevelopment Parcel Occupancy occurred. Notwithstanding the foregoing in this Section 4.1, no Redevelopment Parcel Fee shall be owed by the Redevelopment Parcel Owner for any period prior to the Redevelopment Parcel Occupancy. The ArborLake Centre Owners, or such Manager as applicable, shall deliver to the Redevelopment Parcel Owner an invoice with payment instructions for any payment under this Section 4.2 at least 3 business days prior to the date such payment is due.

**4.3 The Index.** As used herein, the term "Index" shall mean the All-Items Consumer Price Index for All Urban Consumers, U.S. City Average (not seasonally adjusted) (1982-1984 = 100), published by the Bureau of Labor Statistics, U.S. Department of Labor or any successor thereto (the "BLS"), or such other renamed index. If the BLS changes the base reference period for the Index from 1982-84 = 100, the consumer price index adjustment shall be determined with the use of such conversion formula or table as may be published by the BLS. If the BLS otherwise substantially revises, or ceases publication of, the Index, then a substitute index for determining consumer price index adjustments, issued by the BLS or by a reliable governmental or other nonpartisan publication, shall be reasonably selected by the Vacant Parcel Owner or the Redevelopment Parcel Owner, as applicable. In any case where this Easement

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Agreement provides for calculation of a year-over-year percentage increase or decrease in the Index from a specified calendar year to a different calendar year, except as otherwise expressly specified, such calculation shall be made by comparing the Index's annual average for each of the applicable calendar years (for example, the year-over-year percentage increase in the average annual Index from 2013 to 2014 would be calculated by comparing the Index's annual average for 2013 to the Index's annual average for 2014). The Index's annual average for a given year is the annual average for such year as stated in the Index, or if no annual average is stated, the mathematical average of the Index for all months (or other partial year reporting periods, as applicable) of such year.

**4.4 Remedies.** If the Redevelopment Parcel Owner fails to pay the Redevelopment Parcel Fee when due, or if the Vacant Parcel Owner fails to pay the Vacant Parcel Owner Fee when due, and such failure continues for 15 days after notice to the party in default, then the ArborLake Centre Owners shall have the same rights and remedies against the party who failed to pay as are provided in Article XII, Section 5 of the ArborLake Centre Declaration.

## 5.0 Running of Benefits and Burdens

All provisions of this Easement Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto. Whenever a transfer of ownership of either ArborLake Centre Parcel A, ArborLake Centre Parcel B, ArborLake Centre Parcel C, ArborLake Centre Parcel D, the Redevelopment Parcel or the Vacant Parcel, liability of the transferor for any breach of any obligation in this Easement Agreement occurring after such transfer shall automatically terminate with respect to such transferor. The transferee shall automatically assume the burdens and obligations of the Owner of the transferred lot which shall accrue under this Easement Agreement from and after the date of such transfer.

## 6.0 Notices

All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth in this Section 9.0. Any such notices shall be sent by (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. Mail, (b) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered one business day after deposit with such courier, or (c) sent by personal delivery.

### **ARBORLAKE CENTRE PARCEL A OWNER:**

James Campbell Company LLC  
 425 California Street, Suite 1000  
 San Francisco, CA 94104  
 Attn: Kathleen Burgi-Sandell, Vice President, Regional Manager



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**ARBORLAKE CENTRE PARCEL B OWNER:**

JFMC FACILITIES CORPORATION  
Ben Gurion Way  
30 South Wells Street, Suite 215-800  
Chicago, Illinois 60606  
Attn: Reis Kayser

**ARBORLAKE CENTRE PARCEL C OWNER:**

ArborLake Centre Parcel C Owner  
c/o Illinois Student Assistance Commission  
1755 Lake Cook Road  
Deerfield, IL 60015  
Attn: Karen Salas, Senior Regulatory Counsel

**ARBORLAKE CENTRE PARCEL D OWNER:**

L-O Deerfield Operating, LLC  
c/o Embassy Suites  
Chicago North Shore/Deerfield  
1445 Lake Cook Road  
Deerfield, IL 60015  
Attn: Brad Harvey, General Manager

**REDEVELOPMENT PARCEL OWNER:**

JFMC FACILITIES CORPORATION  
Ben Gurion Way  
30 South Wells Street, Suite 215-800  
Chicago, Illinois 60606  
Attn: Reis Kayser

**VACANT PARCEL OWNER:**

JFMC FACILITIES CORPORATION  
Ben Gurion Way  
30 South Wells Street, Suite 215-800  
Chicago, Illinois 60606  
Attn: Reis Kayser

with a copy to:

PPF AMLI Lake Cook Road, LLC  
200 West Monroe Street, Suite 2200  
Chicago, Illinois 60606

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Attn: Stephen C. Ross

With a copy to:

Mayer Brown LLP  
71 South Wacker Drive  
Chicago, Illinois 60606  
Attn: Ivan P. Kane

**MANAGER:**

CBRE, Inc.  
1751 Lake Cook Road  
Suite 520  
Deerfield, IL 60015  
Attn: Joyce W. Hogan

A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Notices given by counsel to any Owner shall be deemed given by such Owner.

**7.0 Miscellaneous**

**7.1 Contingency.** The obligations of the ArborLake Centre Owners, on the one hand, and the Grantees, on the other hand, of this Easement Agreement shall be contingent upon the recording of a deed in the office of the Recorder of Deeds of Cook County, State of Illinois granting fee title in the Vacant Parcel to AMLI. If such deed is not recorded prior to December 31, 2014, this Easement Agreement shall be null and void.

**7.2 Remedies.** In the event that any Owner shall fail to perform any obligation created under this Easement Agreement or shall violate any covenant or restriction or easement agreement imposed by this Easement Agreement, the other Owners shall in addition to any other remedies provided by this Easement Agreement be entitled to exercise all remedies available at law or equity, including suit for injunctive relief and/or for any damages caused by such failure or violation. Furthermore, in the event any Owner brings an action against another Owner for failure to perform any such obligation or for a violation of this Easement Agreement, the successful party shall be entitled to collect court costs and attorneys' fees from the other party. The failure of any Owner to enforce any provision herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other provision.

**7.3 Severability.** If any provision of this Easement Agreement is held to be invalid by any Court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

**7.4 Construction.** The provisions of this Easement Agreement shall be reasonably construed to confer a commercially usable right of enjoyment of the easement rights created

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herein on the Owners benefitted hereby and to otherwise effectuate the purposes of this Easement Agreement.

**7.5 No Dedication.** Nothing herein contained shall be deemed to be a dedication of any part of the Easement Areas to or for the general public or for any public purposes whatsoever, it being the intention of the parties that the benefit of this Easement Agreement shall be strictly limited to the parties hereto.

**7.6 Counterparts.** This Easement Agreement may be executed in multiple counterparts. If so executed, each of the counterparts is to be deemed on an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of this Easement Agreement it shall not be necessary to produce or account for more than one such counterpart.

**7.7 Consents, Approvals.** If this Easement Agreement calls for a consent or approval from any Owner and the titleholder is a land trust, then such consent or approval will be deemed validly given if it is given by the holder of the beneficial interest in such land trust.

**7.8 Breach Shall not Permit Termination.** It is expressly agreed that no breach of this Easement Agreement shall entitle any party to cancel, rescind or otherwise terminate this Easement Agreement, but such limitation shall not affect in any manner any other rights or remedies which such party may have hereunder by reason of any breach of this Easement Agreement.

**7.9 Recitals.** The recitals set forth above are true and correct and are hereby incorporated in their entirety.

*[Remainder of Page Intentionally Blank]*

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IN WITNESS WHEREOF, this Easement Agreement is executed as of the date first written above.

**ARBORLAKE CENTRE PARCEL A OWNER:**

JAMES CAMPBELL COMPANY LLC, a  
Delaware limited liability company

By: *[Signature]*  
 Name: **Dorine Holsey Streeter**  
 Title: **Executive Vice President  
 Real Estate Investment Management**

Property of Cook County Clerk's Office

STATE OF \_\_\_\_\_ )  
 ) SS.  
 COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public, do hereby certify that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of JAMES CAMPBELL COMPANY, LLC, an Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as \_\_\_\_\_ of said limited liability company, pursuant to authority, as a free and voluntary act, and as the free and voluntary act and deed of said corporation and for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

My Commission Expires: \_\_\_\_\_

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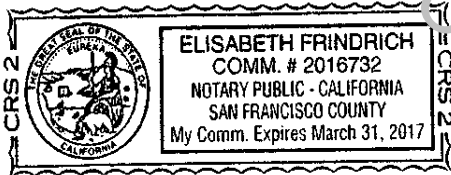
## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

State of California

County of San Francisco

On October 24, 2013 before me, Elisabeth Frindrich, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Dorine Holsley Streeter  
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Elisabeth Frindrich  
Signature of Notary Public

### OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

#### Description of Attached Document

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

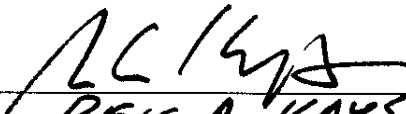
# UNOFFICIAL COPY

IN WITNESS WHEREOF, this Easement Agreement is executed as of the date first written above.

**ARBORLAKE CENTRE PARCEL B OWNER,  
REDEVELOPMENT PARCEL OWNER, AND  
VACANT PARCEL OWNER:**

**JFMC:**

JFMC FACILITIES CORPORATION, an Illinois  
not-for-profit corporation

By:   
 Name: REIS A. KAYSER  
 Title: EXECUTIVE DIRECTOR

STATE OF Illinois )  
 ) SS.  
 COUNTY OF Cook )

I, Sheryle L. Kayser Notary Public, do hereby certify that Reis A. Kayser, personally known to me to be the Executive Director of JFMC FACILITIES CORPORATION, an Illinois not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as Executive Director of said corporation, pursuant to authority, as a free and voluntary act, and as the free and voluntary act and deed of said corporation and for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 22 day of August, 2013.

Sheryle L. Kayser  
 Notary Public

My Commission Expires: 11/22/15



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## CONSENT

The undersigned as potential future Vacant Parcel Owner hereby consents to the foregoing Easement Agreement and agrees that upon acquiring title to the Vacant Parcel the undersigned will be bound by such Easement Agreement.

### AMLI:

PPF AMLI LAKE COOK ROAD, LLC, a Delaware limited liability company

By: PPF AMLI DEVCO LLC, a Delaware limited liability company

By: PPF AMLI Co-Investment, LLC, a Delaware limited liability company, its Manager

By: AMLI Residential Properties, L.P., a Delaware limited partnership, its Manager

By: AMLI Residential Partners LLC, a Delaware limited liability company, its general partner

By: Stephen C. Ross  
Name: Stephen C. Ross  
Title: Authorized Person

STATE OF IL )

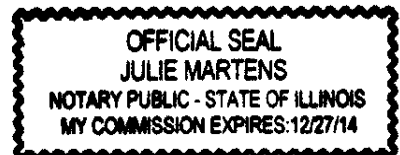
COUNTY OF Cook )

I, Julie Martens a Notary Public, do hereby certify that Stephen C. Ross, personally known to me to be the Authorized Person of AMLI Residential Partners LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as Authorized Person of said company, pursuant to authority, as a free and voluntary act, and as the free and voluntary act and deed of said company and for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 31<sup>st</sup> day of October, 2013.

Julie Martens  
Notary Public

My Commission Expires: 12/27/14

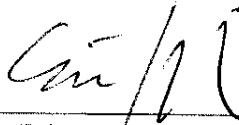


# UNOFFICIAL COPY

IN WITNESS WHEREOF, this Easement Agreement is executed as of the date first written above. Reference is hereby made to that certain Grant of Easement, dated August 4, 2009, and recorded in the Office of the Recorder of Cook County Illinois on May 10, 2010 as Document No. 1013012004 (the "North-South Easement"). The undersigned acknowledges and agrees that the north-south drive isle to be located on the east side of the Apartments Project as shown on the Site Plan shall serve as and constitute the New Road referred to in the North-South Easement.

**ARBORLAKE CENTRE PARCEL C OWNER:**

**THE ILLINOIS STUDENT ASSISTANCE COMMISSION**, an agency of the State of Illinois

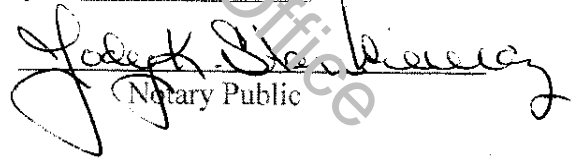
By:   
Name: Eric Zarnikow  
Title: Executive Director

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Cook )



I, Jody K Stankiewicz Notary Public, do hereby certify that Eric Zarnikow, personally known to me to be the Executive Director of THE ILLINOIS STUDENT ASSISTANCE COMMISSION, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as Executive Director of said commission, pursuant to authority, as a free and voluntary act, and as the free and voluntary act and deed of said commission and for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 24<sup>th</sup> day of October 2013.

  
Notary Public

My Commission Expires: June 7, 2014



# UNOFFICIAL COPY

IN WITNESS WHEREOF, this Easement Agreement is executed as of the date first written above.

**ARBORLAKE CENTRE PARCEL D OWNER:**

L-O DEERFIELD OPERATING, LLC, a  
Delaware limited liability company

By: Destination Deerfield Management,  
Inc., a Delaware corporation, its  
authorized agent

Property of Cook County Clerk's Office

By: [Signature]  
Name: BRAD HARVEY  
Title: GENERAL MANAGER

STATE OF IL  
COUNTY OF COOK

I, Sharda Vatsa a Notary Public, do hereby certify that BRAD HARVEY, personally known to me to be the GENERAL MANAGER of Destination Deerfield Management, Inc., a Delaware corporation, the authorized agent of L-O DEERFIELD OPERATING LLC, an Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as authorized agent of said limited liability company, pursuant to authority, as a free and voluntary act, and as the free and voluntary act and deed of said corporation and for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 5th day of NOV, 2013.

Sharda Vatsa  
Notary Public

My Commission Expires: 3-11-17



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## CONSENT AND SUBORDINATION ARBORLAKE CENTRE PARCEL D MORTGAGEE

The undersigned mortgagee under than certain Mortgage, Security Agreement and Fixture Filing dated as of December 26, 2012, and recorded in the office of the Recorder of Deeds of Cook County, State of Illinois as Document No. 1236339094 hereby consents to the foregoing Easement Agreement and agrees that the mortgage referred to above and any other lien or security interest held by the undersigned with respect to ArborLake Centre Parcel D is and shall be subject and subordinate to the Easement Agreement.

**CAPITALSOURCE BANK**, a California industrial bank

By: [Signature]  
Name: Brad Donaldson  
Title: SVP Director

STATE OF Maryland

COUNTY OF Montgomery

) SS.  
)

I, Wanda Y. Thomas, a Notary Public do hereby certify that Brad Donaldson, personally known to me to be the SVP, Director of CAPITALSOURCE BANK, a California industrial bank, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as SVP, Director of said California industrial bank, pursuant to authority, as a free and voluntary act, and as the free and voluntary act and deed of said corporation and for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 9th day of December, 2013.

Wanda Y. Thomas  
Notary Public

My Commission Expires: May 30, 2016

WANDA Y THOMAS  
NOTARY PUBLIC  
PRINCE GEORGE'S COUNTY  
MARYLAND  
MY COMMISSION EXPIRES 5/30/16

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## EXHIBIT A

### Legal Description of ArborLake Centre Parcel A

LOT 1 IN ARBORLAKE CENTRE, BEING A SUBDIVISION IN SECTIONS 5 AND 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 14, 1985 AS DOCUMENT NUMBER 27475383 IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE ON AN ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83 BEARING OF NORTH 89 DEGREES 42 MINUTES 24 SECONDS EAST ALONG THE SOUTH LINE OF LAKE COOK ROAD, HERETOFORE DEDICATED PER DOCUMENT NUMBER 27467356, A DISTANCE OF 255.74 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 36 SECONDS EAST, MEASURED AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE TO A PERMANENT AND EXCLUSIVE EASEMENT GRANTED TO THE STATE TOLL HIGHWAY COMMISSION PER CONDEMNATION CASE NO. 56814980, 20.61 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 83 DEGREES 04 MINUTES 59 SECONDS EAST ALONG SAID EASEMENT LINE PER CONDEMNATION CASE NO. 56814980 TO THE EAST LINE OF THE WEST 162.00 FEET OF THE EAST 5 ACRES OF THE NORTH HALF OF THE EAST HALF OF LOT 2, 117.41 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 08 SECONDS EAST ALONG SAID EAST LINE OF THE WEST 162.00 OF THE EAST 5 ACRES TO A LINE DEDICATED FOR PUBLIC STREET PER ARBORLAKE CENTRE SUBDIVISION PER DOCUMENT NUMBER 27475383, 3.07 FEET; THENCE SOUTH 79 DEGREES 29 MINUTES 05 SECONDS EAST ALONG SAID LINE DEDICATED FOR PUBLIC STREET, 53.70 FEET; THENCE NORTH 84 DEGREES 26 MINUTES 27 SECONDS EAST ALONG SAID LINE DEDICATED FOR PUBLIC STREET TO THE EAST LINE OF SAID LOT 1, 109.73 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 08 SECONDS WEST, 16.61 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 24 SECONDS WEST, 278.46 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

REAL ESTATE TAX NUMBER: 04-06-201-010

COMMON ADDRESS: 1751 Lake Cook Road, Deerfield, IL 60015

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## EXHIBIT B

### Legal Description of ArborLake Centre Parcel B

LOT 2 IN ARBORLAKE CENTRE, BEING A SUBDIVISION IN SECTIONS 5 AND 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 14, 1985 AS DOCUMENT NUMBER 27475383, IN COOK COUNTY, ILLINOIS.

REAL ESTATE TAX NUMBER: 04-05-100-011-0000

COMMON ADDRESS: 1601 Lake Cook Road, Deerfield, IL 60015



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## EXHIBIT C

### Legal Description of ArborLake Centre Parcel C

LOT 3 IN ARBORLAKE CENTRE, BEING A SUBDIVISION IN SECTIONS 5 AND 6, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 14, 1985 AS DOCUMENT NUMBER 27475383 IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART DEED TO THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 3; THENCE SOUTH 59 DEGREES 24 MINUTES 22 SECONDS EAST 57.86 FEET ALONG THE SOUTH LINE OF SAID LOT 3, SAID SOUTH LINE ALSO BEING THE EXISTING TOLLWAY RIGHT OF WAY LINE; THENCE NORTH 40 DEGREES 15 MINUTES 39 SECONDS EAST 141.98 FEET; THENCE NORTH 27 DEGREES 19 MINUTES 09 SECONDS EAST 191.14 FEET; THENCE NORTH 20 DEGREES 10 MINUTES 17 SECONDS EAST 30.11 FEET; THENCE NORTH 16 DEGREES 01 MINUTES 33 SECONDS EAST 171.73 FEET; THENCE NORTHERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE WEST, RADIUS OF 731.78 FEET, CENTRAL ANGLE OF 09 DEGREES 52 MINUTES 20 SECONDS, ARC DISTANCE OF 126.09 FEET; THENCE NORTH 06 DEGREES 09 MINUTES 12 SECONDS EAST 6.23 FEET; THENCE NORTH 6 DEGREES 09 MINUTES 12 SECONDS EAST 38.75 FEET; THENCE NORTH 42 DEGREES 04 MINUTES 44 SECONDS EAST 92.15 FEET; THENCE NORTH 0 DEGREES 18 MINUTES 21 SECONDS WEST 45.0 FEET TO THE NORTH LINE OF SAID LOT 3; THENCE SOUTH 89 DEGREES 41 MINUTES 39 SECONDS WEST 120.70 FEET ALONG THE NORTH LINE OF SAID LOT 3 TO THE WEST LINE OF SAID LOT 3, SAID WEST LINE ALSO BEING THE EASTERLY TOLLWAY RIGHT OF WAY LINE; THENCE SOUTH 19 DEGREES 33 MINUTES 44 SECONDS WEST 767.37 FEET ALONG THE WEST LINE OF SAID LOT 3 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

REAL ESTATE TAX NUMBER: 04-06-201-011-0000

COMMON ADDRESS: 1755 Lake Cook Road, Deerfield, IL 60015

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## EXHIBIT D

### Legal Description of ArborLake Centre Parcel D

LOT 4 IN ARBORLAKE CENTRE, BEING A SUBDIVISION IN SECTIONS 5 AND 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 14, 1985 AS DOCUMENT NUMBER 27475383, IN COOK COUNTY, ILLINOIS.

REAL ESTATE TAX NUMBER: 040-05-100-010-0000

COMMON ADDRESS: 1445 Lake Cook Road, Deerfield, IL 60015

Property of Cook County Clerk's Office

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## EXHIBIT E

### Legal Description of Redevelopment Parcel

#### TRACT 1:

THE EAST 126.00 FEET OF THE WEST 256.65 FEET OF THE NORTH HALF OF GOVERNMENT LOT 2 (EXCEPT THE NORTH 50 FEET THEREOF AND EXCEPT THE EAST 44.13 FEET THEREOF) AND THE SOUTH 383.67 FEET OF THE WEST 130.65 FEET OF SAID NORTH HALF OF GOVERNMENT LOT 2 IN THE NORTHWEST QUARTER OF SECTION 5 AND THE SOUTH 383.67 FEET OF THE EAST 161.33 FEET AS MEASURED ALONG THE SOUTH LINE OF THE NORTH HALF OF GOVERNMENT LOT 2 IN THE NORTHEAST QUARTER OF SECTION 6, ALL IN TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 5; THENCE ON AN ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83 BEARING OF NORTH 89 DEGREES 47 MINUTES 24 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 5, ALSO BEING THE CENTERLINE OF LAKE COOK ROAD DEDICATED PER DOCUMENT NUMBER 27467356, A DISTANCE OF 103.66 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 49 SECONDS EAST CONTINUING ALONG SAID NORTH LINE OF SECTION 5, ALSO BEING SAID CENTERLINE OF LAKE COOK ROAD, A DISTANCE OF 26.99 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 13 SECONDS WEST TO THE INTERSECTION OF THE SOUTH LINE OF SAID LAKE COOK ROAD WITH THE WEST LINE OF SAID EAST 126.00 FEET OF THE WEST 256.65 FEET, A DISTANCE OF 50.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 47 MINUTES 49 SECONDS EAST ALONG SAID SOUTH LINE OF LAKE COOK ROAD, TO THE EAST LINE OF SAID WEST 256.65 FEET, A DISTANCE OF 126.00 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 13 SECONDS WEST ALONG SAID EAST LINE OF THE WEST 256.65 FEET, A DISTANCE OF 16.00 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 83.08 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 13 SECONDS WEST, A DISTANCE OF 14.00 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 13 SECONDS EAST, A DISTANCE OF 14.00 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 49 SECONDS WEST TO SAID WEST LINE OF THE EAST 126.00 FEET OF THE WEST 256.65 FEET, A DISTANCE OF 12.97 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 13 SECONDS EAST ALONG SAID WEST LINE OF THE EAST 126.00 FEET OF THE WEST 256.65 FEET, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

#### TRACT 2:

THE WEST 130.65 FEET OF THE NORTH HALF OF GOVERNMENT LOT 2 (EXCEPT THE NORTH 50 FEET THEREOF AND EXCEPT THE SOUTH 383.67 FEET THEREOF) IN THE NORTHWEST QUARTER OF SECTION 5 AND THE EAST 161.35 FEET AS

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MEASURED ALONG THE NORTH LINE OF GOVERNMENT LOT 2 (EXCEPT THE NORTH 50.00 FEET THEREOF AND EXCEPT THE SOUTH 383.67 FEET THEREOF) IN THE NORTHEAST QUARTER OF SECTION 6, ALL IN TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE ON AN ILLINOIS STATE COORDINATE SYSTEM, EAST ZONE, NAD 83 BEARING OF SOUTH 89 DEGREES 42 MINUTES 24 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 6, ALSO BEING THE CENTERLINE OF LAKE COOK ROAD DEDICATED PER DOCUMENT NUMBER 27467356, A DISTANCE OF 161.35 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 08 SECONDS WEST TO THE INTERSECTION OF THE SOUTH LINE OF SAID LAKE COOK ROAD WITH THE WEST LINE OF SAID EAST 161.35 FEET MEASURED ALONG THE NORTH LINE OF GOVERNMENT LOT 2 IN SECTION 6, ALSO BEING THE EAST LINE OF LOT 1 IN ARBOR LAKE CENTER SUBDIVISION, RECORDED AS DOCUMENT NUMBER 27475383, A DISTANCE OF 50.00 FEET FOR A POINT OF BEGINNING; THENCE NORTH 89 DEGREES 42 MINUTES 24 SECONDS EAST ALONG THE SAID SOUTH LINE OF LAKE COOK ROAD, TO THE EAST LINE OF SAID SECTION 6, ALSO BEING THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 161.35 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 24 SECONDS EAST CONTINUING ALONG SAID SOUTH LINE OF LAKE-COOK ROAD, A DISTANCE OF 105.73 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 49 SECONDS EAST CONTINUING ALONG SAID SOUTH LINE OF LAKE COOK ROAD TO THE EAST LINE OF SAID WEST 130.65 FEET OF THE NORTH HALF OF GOVERNMENT LOT 2, A DISTANCE OF 23.92 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 13 SECONDS WEST ALONG THE EAST LINE OF THE WEST 130.65 FEET, A DISTANCE OF 16.00 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 23.77 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 24 SECONDS WEST, A DISTANCE OF 43.26 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 13 SECONDS WEST, A DISTANCE OF 24.00 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 24 SECONDS WEST, A DISTANCE OF 22.93 FEET; THENCE NORTH 50 DEGREES 41 MINUTES 49 SECONDS WEST, A DISTANCE OF 30.42 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 24 SECONDS WEST TO SAID EAST LINE OF SECTION 6, ALSO BEING THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 16.98 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 24 SECONDS WEST, A DISTANCE OF 161.36 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 08 SECONDS EAST, A DISTANCE OF 20.61 FEET TO THE POINT OF BEGINNING.

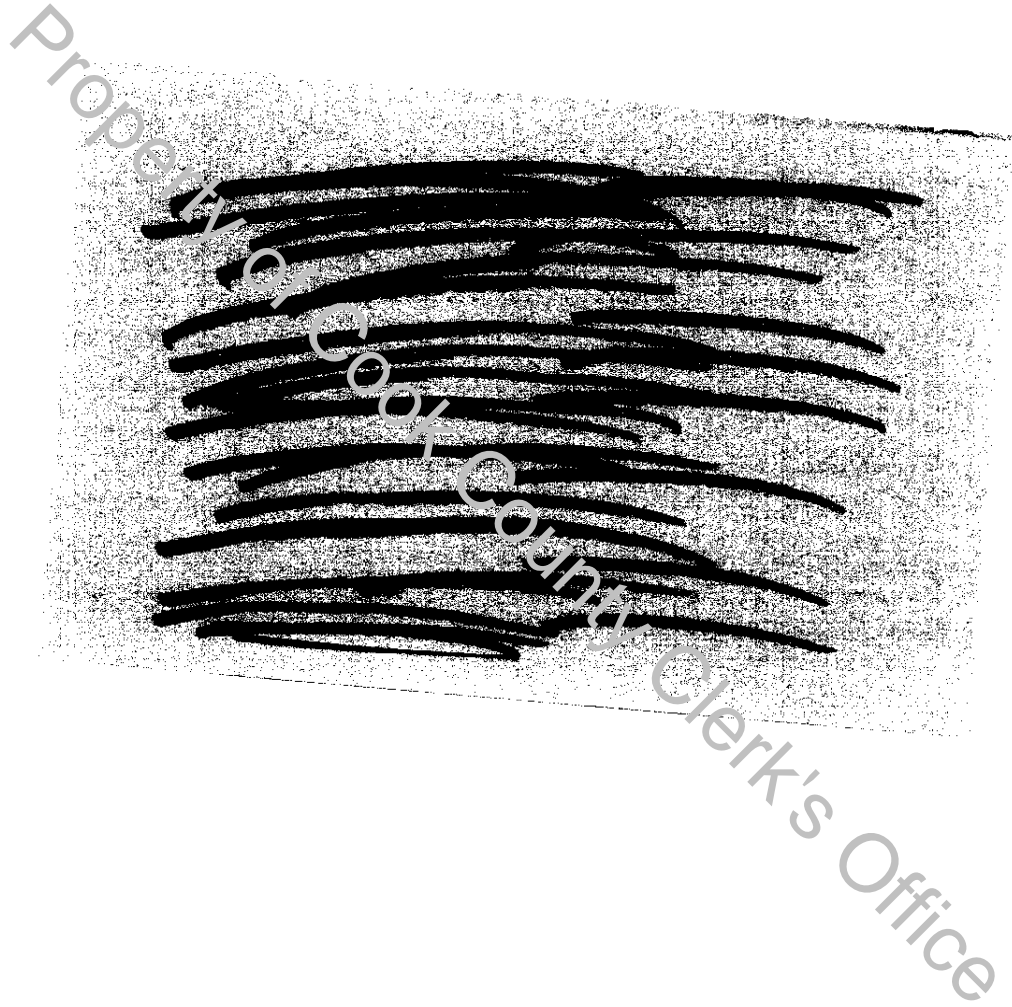
TO BE KNOWN AS LOT 2 OF THE PPF AMLI LAKE COOK ROAD SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 18 AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED WITH THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT NO. [TO BE DETERMINED].



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REAL ESTATE TAX NUMBERS: 04-06-201-008-0000, 04-06-201-009-0000, 04-05-100-008

COMMON ADDRESS: 1627 Lake Cook Road, Deerfield, IL 60015



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## EXHIBIT F

### Legal Description of Vacant Parcel

#### TRACT 1:

THE WEST 648 FEET OF THE NORTH 1/2 OF LOT 2 (EXCEPT THE WEST 256.65 FEET THEREOF AND EXCEPT THE NORTH 50 FEET THEREOF) OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 5; THENCE ON AN ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83 BEARING OF NORTH 89 DEGREES 42 MINUTES 24 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 103.66 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 49 SECONDS EAST CONTINUING ALONG THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 152.98 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 13 SECONDS WEST TO THE INTERSECTION OF THE SOUTH LINE OF LAKE COOK ROAD DEDICATED PER DOCUMENT 127467356, WITH THE WEST LINE OF SAID WEST 648 FEET OF THE NORTH 1/2 OF LOT 2 (EXCEPT THE WEST 256.65 FEET THEREOF), A DISTANCE OF 50.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 47 MINUTES 49 SECONDS EAST ALONG SAID SOUTH LINE OF LAKE COOK ROAD TO THE EAST LINE OF SAID WEST 648 FEET OF THE NORTH 1/2 OF LOT 2 (EXCEPT THE WEST 256.65 FEET THEREOF), A DISTANCE OF 391.36 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 13 SECONDS WEST ALONG SAID EAST LINE OF THE WEST 648 FEET OF THE NORTH 1/2 OF LOT 2 (EXCEPT THE WEST 256.65 FEET THEREOF), A DISTANCE OF 16.00 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 49 SECONDS WEST TO SAID WEST LINE OF THE WEST 648 FEET OF THE NORTH 1/2 OF LOT 2 (EXCEPT THE WEST 256.65 FEET THEREOF), A DISTANCE OF 391.36 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 13 SECONDS EAST ALONG SAID WEST LINE OF THE WEST 648 FEET OF THE NORTH 1/2 OF LOT 2 (EXCEPT THE WEST 256.65 FEET THEREOF), A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING.

#### TRACT 2:

THE EAST 44.13 OF THE WEST 256.65 FEET OF THE NORTH 1/2 OF GOVERNMENT LOT 2 EXCEPT THE NORTH 50 FEET THEREOF IN THE NORTHWEST 1/4 OF SECTION 5 TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 5; THENCE ON AN ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83 BEARING OF NORTH 89 DEGREES 42 MINUTES 24 SECONDS EAST ALONG THE NORTH LINE OF

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SAID SECTION 5, ALSO BEING THE CENTERLINE OF LAKE COOK ROAD DEDICATED PER DOCUMENT NUMBER 27467356, A DISTANCE OF 103.66 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 49 SECONDS EAST CONTINUING ALONG SAID NORTH LINE OF SECTION 5, ALSO BEING SAID CENTERLINE OF LAKE COOK ROAD, A DISTANCE OF 26.99 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 13 SECONDS WEST TO THE INTERSECTION OF THE SOUTH LINE OF SAID LAKE COOK ROAD WITH THE WEST LINE OF SAID EAST 126.00 FEET OF THE WEST 256.65 FEET, A DISTANCE OF 50.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 47 MINUTES 49 SECONDS EAST ALONG SAID SOUTH LINE OF LAKE COOK ROAD, TO THE EAST LINE OF SAID WEST 256.65 FEET, A DISTANCE OF 126.00 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 13 SECONDS WEST ALONG SAID EAST LINE OF THE WEST 256.65 FEET, A DISTANCE OF 16.00 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 83.08 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 13 SECONDS WEST, A DISTANCE OF 14.00 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 13 SECONDS EAST, A DISTANCE OF 14.00 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 49 SECONDS WEST TO SAID WEST LINE OF THE EAST 126.00 FEET OF THE WEST 256.65 FEET, A DISTANCE OF 12.97 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 13 SECONDS EAST ALONG SAID WEST LINE OF THE EAST 126.00 FEET OF THE WEST 256.65 FEET, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

TO BE KNOWN AS LOT 1 OF THE PPF AMLI LAKE COOK ROAD SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 18 AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED WITH THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT NO. [TO BE DETERMINED].

REAL ESTATE TAX NUMBER: 04-05-100-008-0000, 04-05-100-007-0000

COMMON ADDRESS: 1525 Lake Cook Road, Deerfield, IL 60015

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## EXHIBIT G

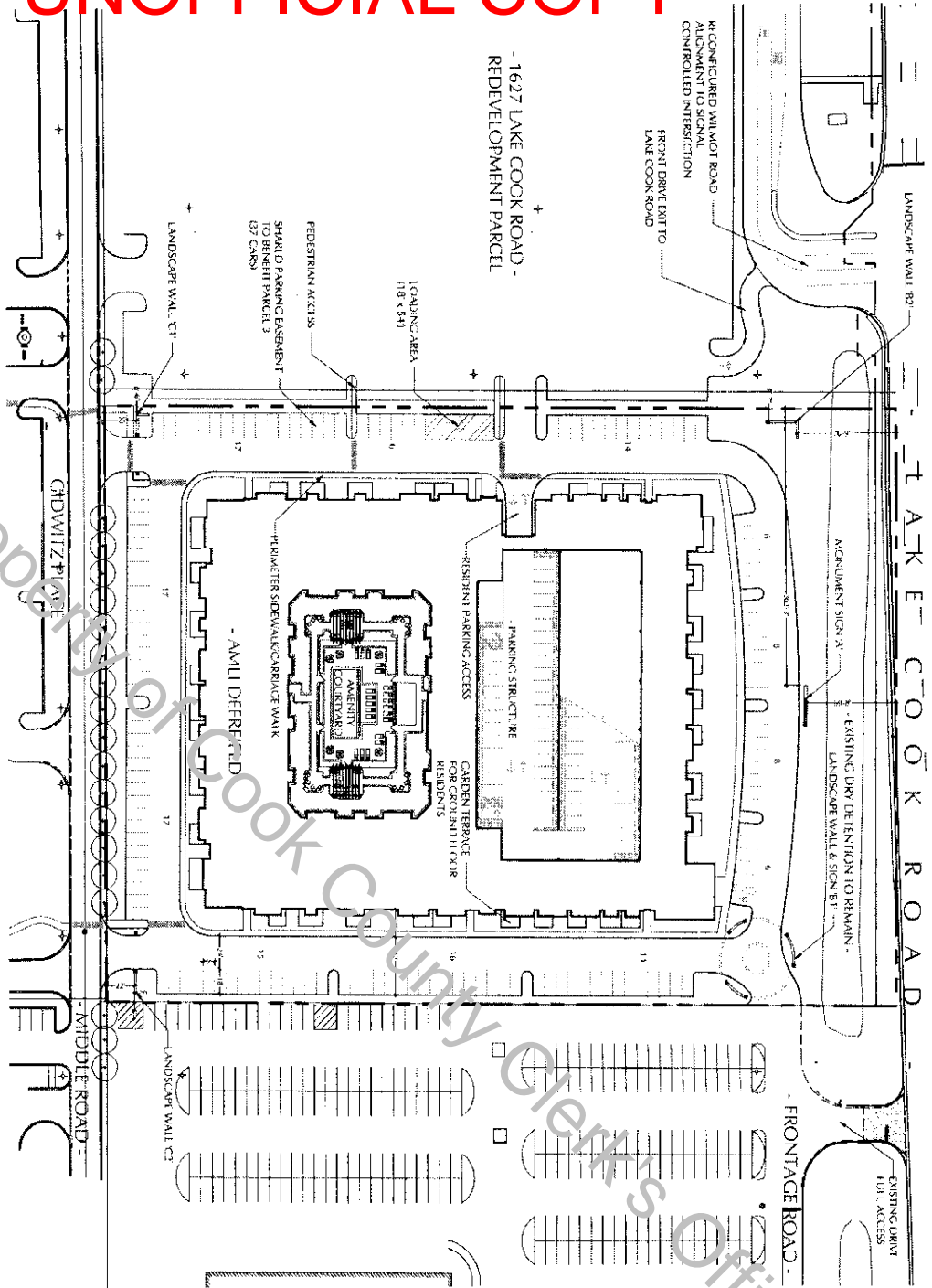
### Site Plan

[See Attachment]

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- EXHIBIT G - VACANT PARCEL SITE PLAN -

**AMLI DEERFIELD:**

- LOT AREA: 6,069 acres (264,366 sq)
- 150 UNITS
- 2 to 3 UNIT (plus or minus) LUXURY RESIDENTIAL APARTMENT COMMUNITY



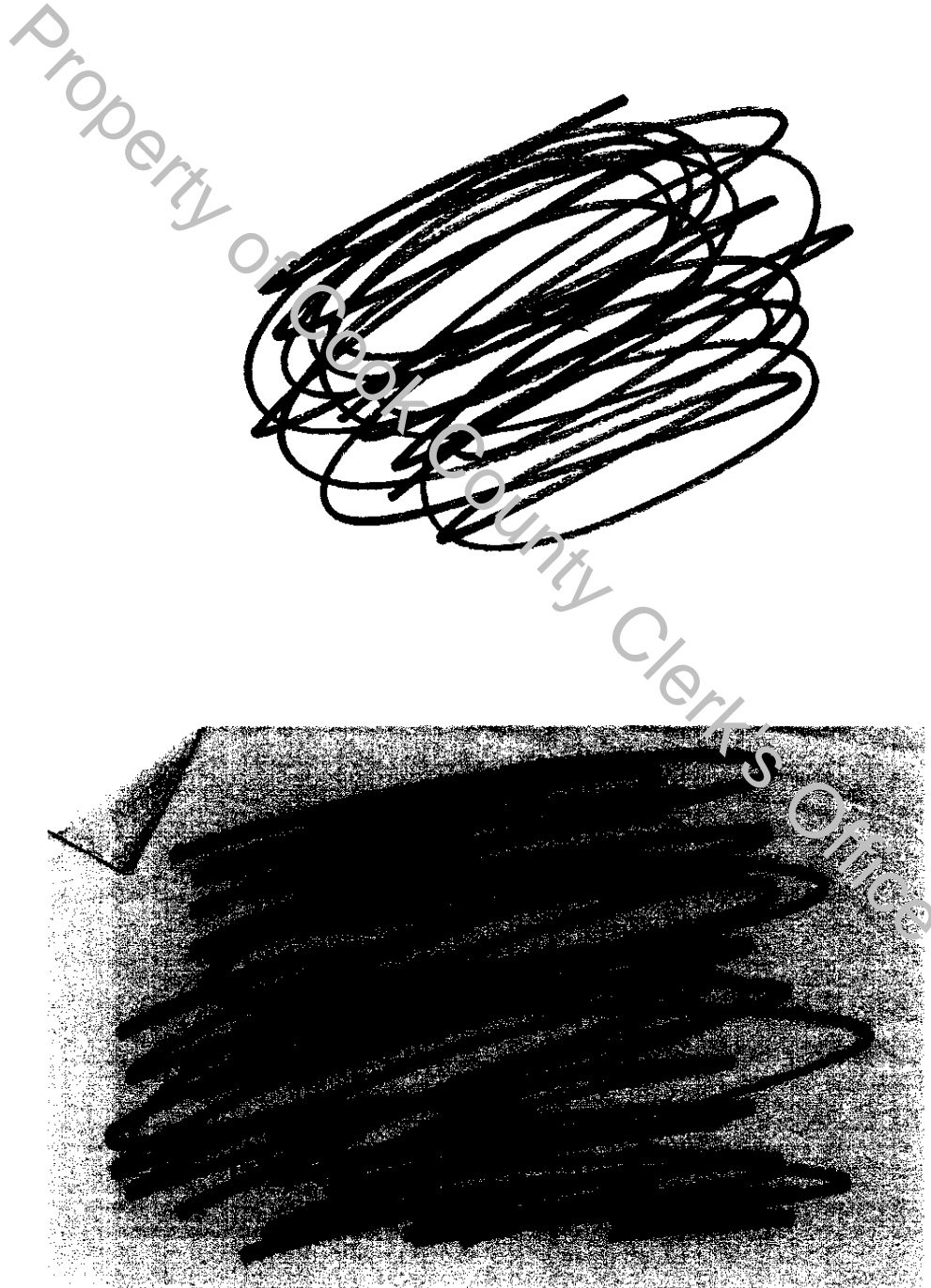
Scale: 1" = 40'-0"

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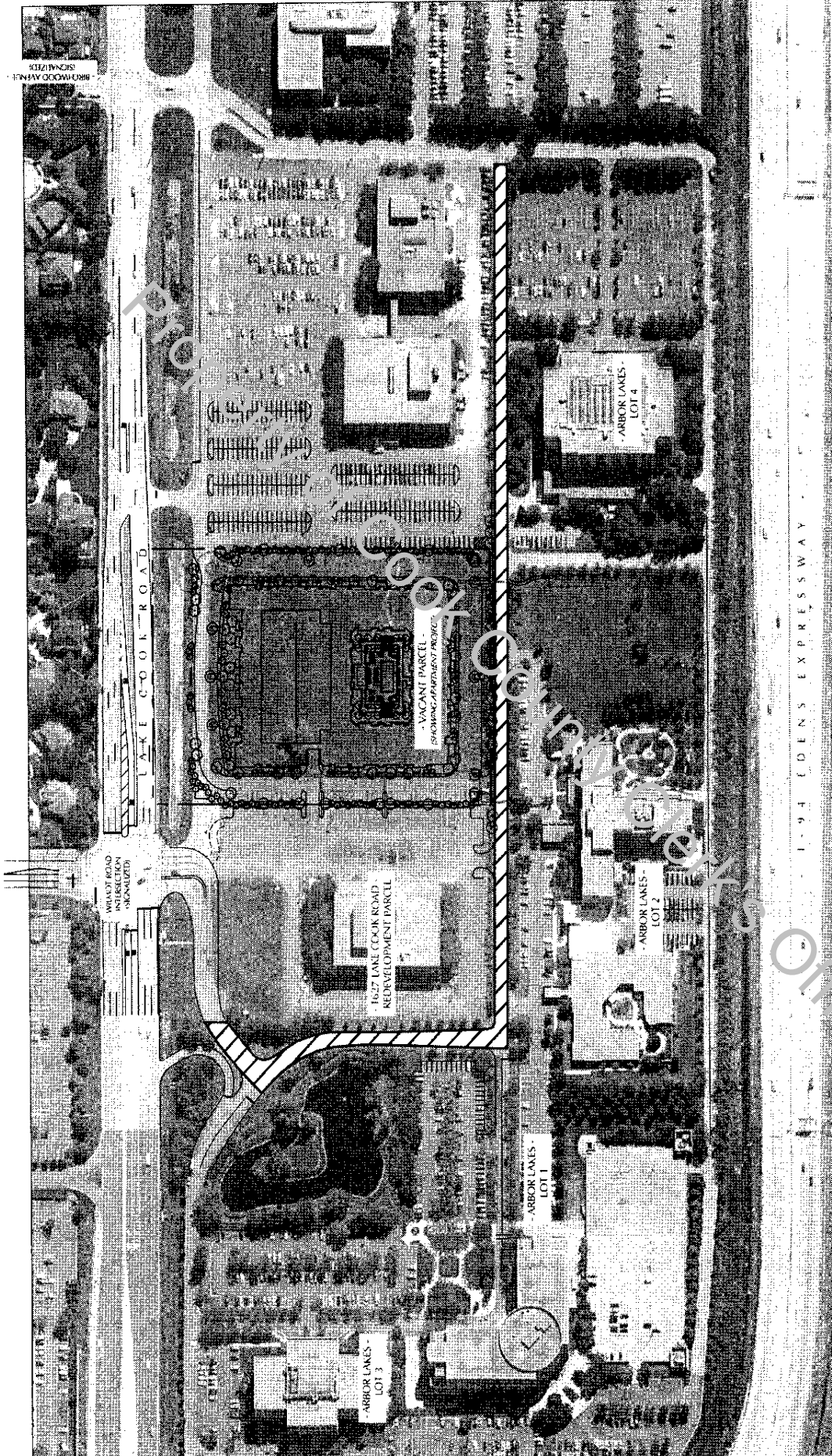
## EXHIBIT H


### Depiction of Access Easement Area

[See Attachment]



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 ACCESS EASEMENT AREA



- EXHIBIT H - DEPICTION OF ACCESS EASEMENT AREA -

Issued: 2013.06.18  
Designed: JSC/Appendix 3a

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## EXHIBIT I

### Legal Description of Access Easement Area

THAT PART OF LOTS 1, 2, 3 AND 4 IN ARBORLAKE CENTRE SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 5 AND THE NORTHEAST QUARTER OF SECTION 6, ALL IN TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 14, 1985 AS DOCUMENT NUMBER 27475383, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

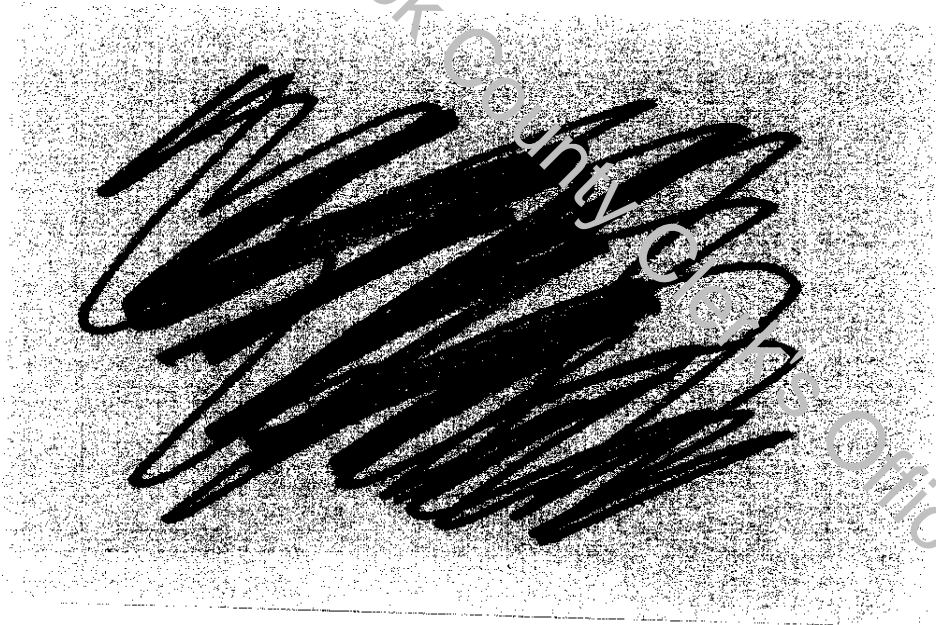
COMMENCING AT A BRASS DISC FOUND AT THE NORTHEAST CORNER OF SAID SECTION 6, THENCE SOUTH 89 DEGREES 41 MINUTES 49 SECONDS WEST, ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 161.33 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 1 IN SAID ARBORLAKE CENTRE SUBDIVISION; THENCE SOUTH 00 DEGREES 28 MINUTES 47 SECONDS WEST ALONG SAID LINE, A DISTANCE OF 140.65 TO THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 28 MINUTES 47 SECONDS WEST, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 45.84 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 82.00 FEET, AN ARC LENGTH OF 5.94 FEET, A CHORD BEARING OF SOUTH 50 DEGREES 40 MINUTES 48 SECONDS WEST AND A CHORD DISTANCE OF 5.94 FEET; THENCE SOUTH 48 DEGREES 36 MINUTES 16 SECONDS WEST, A DISTANCE OF 65.94 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 25.34 FEET, AN ARC LENGTH OF 37.21 FEET, A CHORD BEARING OF SOUTH 6 DEGREES 31 MINUTES 48 SECONDS WEST AND A CHORD DISTANCE OF 33.96 FEET; THENCE SOUTH 35 DEGREES 32 MINUTES 41 SECONDS EAST, A DISTANCE OF 13.86 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 190.00 FEET, AN ARC LENGTH OF 118.40 FEET, A CHORD BEARING OF SOUTH 17 DEGREES 41 MINUTES 31 SECONDS EAST AND A CHORD DISTANCE OF 116.50 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 39 SECONDS WEST, A DISTANCE OF 160.00 FEET; THENCE SOUTH 61 DEGREES 37 MINUTES 18 SECONDS EAST A DISTANCE OF 123.76 FEET TO A POINT ON THE NORTH LINE OF LOT 2 IN SAID ARBORLAKE CENTRE SUBDIVISION; THENCE SOUTH 89 DEGREES 59 MINUTES 21 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 168.52 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6, THENCE SOUTH 89 DEGREES 58 MINUTES 44 SECONDS EAST, CONTINUING ALONG SAID NORTH LINE AND ALONG THE NORTH LINE OF LOT 4 IN SAID ARBORLAKE CENTRE SUBDIVISION, A DISTANCE OF 1305.22 FEET TO A POINT ON THE EAST LINE OF SAID LOT 4, SAID POINT ALSO BEING ON THE WEST LINE OF HUEHL ROAD PER DOCUMENT NUMBER 27064780; THENCE SOUTH 00 DEGREES 27 MINUTES 18 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 32.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 44 SECONDS WEST, PARALLEL TO THE NORTH LINE OF SAID LOTS 2 AND 4, A DISTANCE OF 1513.24 FEET; THENCE NORTH 02 DEGREES 27 MINUTES 30



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SECONDS EAST, A DISTANCE OF 156.81 FEET; THENCE NORTH 00 DEGREES 57 MINUTES 53 SECONDS EAST, A DISTANCE OF 115.00 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 325.00 FEET, AN ARC LENGTH OF 65.00 FEET, A CHORD BEARING OF NORTH 04 DEGREES 45 MINUTES 53 SECONDS WEST AND A CHORD DISTANCE OF 64.89; THENCE NORTHERLY ALONG A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 160.00 FEET, AN ARC LENGTH OF 55.00 FEET, A CHORD BEARING OF NORTH 20 DEGREES 20 MINUTES 31 SECONDS WEST AND A CHORD DISTANCE OF 54.73 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 95.97 FEET, A CHORD BEARING OF NORTH 39 DEGREES 21 MINUTES 14 SECONDS WEST AND A CHORD DISTANCE OF 95.56 FEET; THENCE NORTH 49 DEGREES 16 MINUTES 20 SECONDS EAST, A DISTANCE OF 122.31 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 42.45, A CHORD BEARING OF NORTH 56 DEGREES 13 MINUTES 19 SECONDS EAST AND A CHORD DISTANCE OF 42.35 FEET, TO THE POINT OF BEGINNING.




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## EXHIBIT J

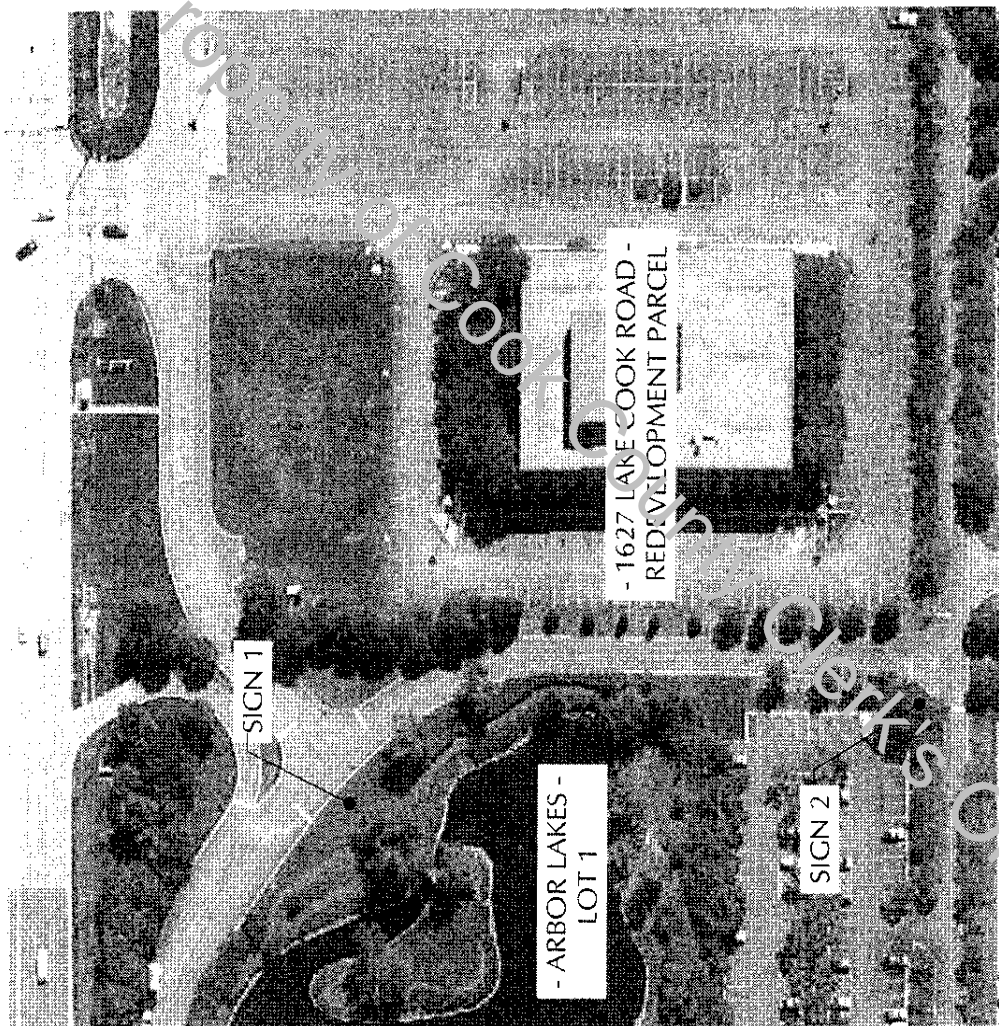
### ArborLake Centre Directional Signage Easement

[See Attachment]

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Issued: 10/13/15  
Designed: DM Approval: N/A

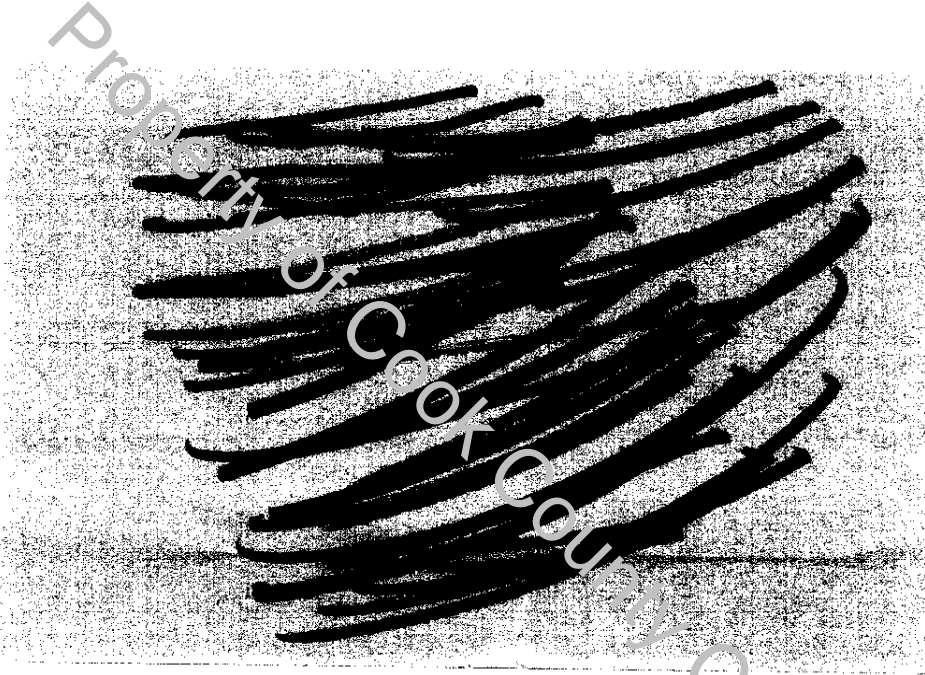
- EXHIBIT J - ARBOR LAKES DIRECTIONAL SIGNAGE EASEMENT -

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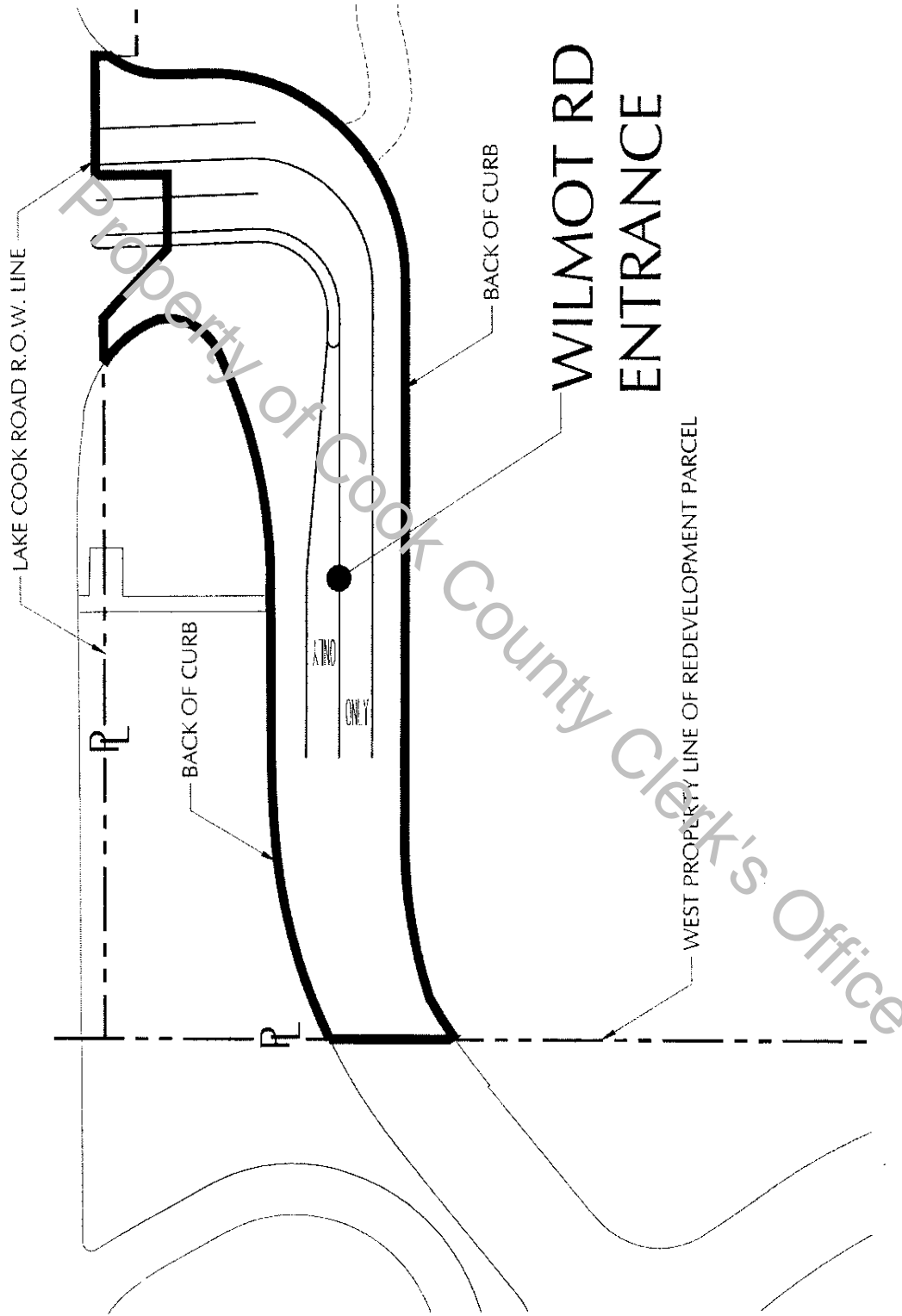
## EXHIBIT K

### Wilmot Road Entrance

[See Attachment]



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Issue: 2013.04.19  
 Drawn: B/A Approval: 3/9

- EXHIBIT K - WILMOT ROAD ENTRANCE -

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## EXHIBIT L

### Wilmot Road Entrance Easement Area

THAT PART OF THE WEST 212.52 FEET OF THE NORTH HALF OF GOVERNMENT LOT 2 IN THE NORTHWEST QUARTER OF SECTION 5 AND THAT PART OF THE EAST 161.35 FEET AS MEASURED ALONG THE NORTH LINE OF GOVERNMENT LOT 2 IN THE NORTHEAST QUARTER OF SECTION 6, ALL IN TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS DISC FOUND AT THE NORTHEAST CORNER OF SAID SECTION 6, THENCE SOUTH 89 DEGREES 41 MINUTES 49 SECONDS WEST, ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 161.33 FEET TO A POINT ON THE WEST LINE OF THE EAST 161.35 FEET OF GOVERNMENT LOT 2 IN THE NORTHEAST QUARTER OF SAID SECTION 6, SAID LINE ALSO BEING THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 1 IN ARBORLAKE CENTRE SUBDIVISION RECORDED AS DOCUMENT NUMBER 27475383; THENCE SOUTH 00 DEGREES 28 MINUTES 47 SECONDS WEST ALONG SAID LINE, A DISTANCE OF 140.65 TO THE POINT OF BEGINNING;

THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 81.83 FEET, A CHORD BEARING NORTH 76 DEGREES 34 MINUTES 00 SECONDS EAST AND A CHORD LENGTH OF 81.08 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 42 SECONDS EAST, A DISTANCE OF 57.10 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 91.63 FEET, A CHORD BEARING NORTH 68 DEGREES 57 MINUTES 42 SECONDS EAST AND A CHORD LENGTH OF 89.59 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LAKE COOK ROAD; THENCE NORTH 89 DEGREES 53 MINUTES 52 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 56.9 FEET TO A BEND IN SAID LINE; THENCE NORTH 00 DEGREES 41 MINUTES 41 SECONDS EAST, CONTINUING ALONG SAID LINE, A DISTANCE OF 24.00 FEET TO A BEND IN SAID LINE; THENCE NORTH 89 DEGREES 53 MINUTES 50 SECONDS EAST, CONTINUING ALONG SAID LINE, A DISTANCE OF 43.25 FEET TO A BEND IN SAID LINE; THENCE SOUTH 89 DEGREES 47 MINUTES 48 SECONDS EAST, CONTINUING ALONG SAID LINE, A DISTANCE OF 36.69 FEET TO THE EAST LINE OF A PERMANENT EASEMENT PER DOCUMENT NUMBER 0810233012; THENCE SOUTH 00 DEGREES 30 MINUTES 14 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 58.88 FEET TO THE SOUTHEAST CORNER OF SAID PERMANENT EASEMENT; THENCE SOUTH 39 DEGREES 18 MINUTES 16 SECONDS WEST, A DISTANCE OF 24.54 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 70.00 FEET, AN ARC LENGTH OF 61.72 FEET, A CHORD BEARING OF SOUTH 64 DEGREES 33 MINUTES 44 SECONDS WEST AND A CHORD DISTANCE OF 59.74 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 11 SECONDS WEST, A DISTANCE OF 186.51 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE TO

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THE SOUTH, HAVING A RADIUS OF 82.00 FEET, AN ARC LENGTH OF 53.05 FEET, A CHORD BEARING OF SOUTH 71 DEGREES 17 MINUTES 15 SECONDS WEST AND A CHORD DISTANCE OF 52.13 FEET, TO A POINT ON THE WEST LINE OF THE EAST 161.35 FEET OF SAID GOVERNMENT LOT 2, SAID LINE ALSO BEING THE EAST LINE OF LOT 1 IN SAID ARBORLAKE CENTRE SUBDIVISION; THENCE NORTH 00 DEGREES 28 MINUTES 47 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 45.84 FEET TO THE POINT OF BEGINNING.

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