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Doc#: 1435135009 Fee: \$64.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/17/2014 09:58 AM Pg: 1 of 14

897604702-RLC

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(Above Space for Recorder's Office Only)

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**THIS SHEET IS MERELY A COVER SHEET FOR  
THE PURPOSES OF STANDARDIZATION**

**ATTACHED FOR RECORDING IS:**

**FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT**

\*\*\*\*\*

MAIL TO  
and  
PREPARED BY:

James H. Marshall  
Daspin & Aument, LLP  
277 W. Monroe Street  
Suite 3500  
Chicago, IL 60606

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**Box 400-CTCC**

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23452

**FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT**  
**BURR RIDGE TOWN CENTER**

This Agreement (the "**Amendment**") made as of the 26<sup>th</sup> day of May, 2010 by and between the Village of Burr Ridge, an Illinois municipal corporation ("**Village**") and Opus Real Estate IL VII, L.L.C., a Delaware limited liability company ("**Opus**");

**RECITALS**

1. Village and Opus are parties to a certain "Development Agreement Between Village of Burr Ridge and Opus North Corporation (Burr Ridge Town Center)" dated as of April 29, 2005, (as amended, (the "**Development Agreement**") and also a certain "Incremental Sales Tax Rebate Agreement" also dated as of April 29, 2005, (as amended, ("**Sales Tax Agreement**") (the Development Agreement and Sales Tax Agreement are collectively hereinafter referred to as the "**Agreements**"). Capitalized words and terms used in this Amendment shall have the same meanings ascribed to such words and terms as in the Development Agreement. Any reference to the Development Agreement shall mean and refer to the Development Agreement, as amended, whether or not such reference expressly refers to any such amendments.
2. Village and Opus desire to amend certain terms of the Development Agreement as provided below and in partial consideration therefor and in relation thereto also wish to terminate the Sales Tax Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and conditions set forth herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

1. The parties hereto agree that the Sales Tax Agreement and all rights and obligations of the parties thereunder are hereby immediately terminated and shall be of no further force and effect, and the parties are hereby released and discharged from any and all obligations and liabilities thereunder.
2. Section Two, A, 1 of the Development Agreement be and is hereby amended by deleting the Village's obligation to construct the 71st Street Extension and by deleting Opus' obligation pay for the cost thereof. The Village agrees and acknowledges, that all obligations and liabilities of the Owner with respect to the County Line Improvements and the 71st Street Extension have been satisfied and discharged

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- including, without limitation, any payment and performance obligations and liabilities.
3. Sections Two, A, 2 and Two, A, 3 of the Development Agreement be and are hereby amended to eliminate the application of their provisions to the 71st Street Extension.
  4. The first two sentences of Section Two, A, 4 of the Development Agreement be and are hereby deleted, it being acknowledged that the County Line Improvements have been previously constructed by the Village and the cost thereof has been reimbursed to the Village by Opus.
  5. Section Two, A, 5 of the Development Agreement be and is hereby deleted.
  6. Section Two, C, 1 and Section Two, C, 2 of the Development Agreement be and are hereby deleted in their entirety.
  7. Section Two, D of the Development Agreement be and is hereby deleted in its entirety. The Village and Opus agree and acknowledge that the only letters of credit or other sureties provided by the Owner in connection with the Project have been provided pursuant to that certain Barr Ridge Village Center Subdivision Improvement Completion Agreement dated as of August 15, 2008 between the Village and Opus, and only one such letter of credit has been so provided, which letter of credit is dated January 13, 2010 in the face amount of \$272,934.00, and such letter of credit shall be released by the Village to Opus on or before December 31, 2010.
  8. Section Three of the Development Agreement, including Subsections A, 1 and 2, B, I and 2 and C, 1 through 4, be and are hereby deleted in their entirety.
  9. Section Five of the Development Agreement is hereby amended, in part, by deleting (i) any requirement for the consent of the Village to the assignment of the Development Agreement, and (ii) any obligation or liability of Opus North Corporation, it being agreed and acknowledged by the Village that any obligation or liability of Opus North Corporation arising from or relating to the Development Agreement has been satisfied and discharged including, without limitation, any payment or performance obligation or liability relating to the Public On-Site Improvements and the Off-Site Roadway Improvements.
  10. Opus (and/or Opus North (as herein defined)) has previously paid to the Village approximately \$1,200,000.00 toward the cost of the County Line Improvements and

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the 71<sup>st</sup> Street Extension, receipt of which is hereby acknowledged. In addition, Opus will pay to the Village the sum of Eight Hundred and Fifty Thousand Dollars (\$850,000.00) within ten (10) business days following execution and delivery hereof by each of the parties.

11. The Village hereby approves the construction, by Opus, at its sole cost and expense, and the use and operation of an approximately 5,000 sq. ft. bookstore in the Burr Ridge Village Center (previously known as the Burr Ridge Town Center) (the "Village Center"), and the Village agrees to issue all permits therefor in a timely fashion after receipt and approval of all required plans for the bookstore and compliance of said plans with all Village codes and ordinances. The bookstore will open for business no later than November 1, 2010.
12. In conjunction with the bookstore referenced in 11 above, the Village hereby approves the construction, by Opus, at its sole cost and expense, and the use and operation of, an approximately 2,400 sq. ft. facility to be operated in conjunction with the bookstore and the Village Center. It is anticipated that this facility will take the form of a "Reading Room-Hybrid Library" for use by the residents of Burr Ridge, customers of the bookstore and the overall Village Center, subject to reasonable rules and regulations established by Opus and the bookstore operator, and that such space will be integrated into the bookstore to provide for a cohesive and secure environment in accordance with the reasonable requirements of Opus and the bookstore operator. The Village will issue all permits therefor in a timely fashion after receipt and approval of all required plans for this facility and compliance of said plans with all Village codes and ordinances.
13. Opus represents and warrants to the Village that (a) pursuant to that certain Assignment of Development Agreement and Assumption Agreement dated as of August 15, 2006 ("**Development Agreement Assignment and Assumption**") by and between Opus North Corporation, an Illinois corporation ("**Opus North**"), as assignor, and Opus, as assignee, Opus is the successor to all right, title and interest of Opus North in, to and under the Development Agreement, subject to the conditions and limitations set forth in the Development Agreement Assignment and Assumption, and (b) pursuant to that certain Assignment of Incremental Sales Tax Rebate

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Agreement and Assumption Agreement dated as of August 15, 2006 ("**Sales Tax Assignment and Assumption**") by and between Opus North, as assignor, and Opus, as assignee, Opus is the successor to all right, title and interest of Opus North in, to and under the Sales Tax Agreement, subject to the conditions and limitations set forth in the Sales Tax Agreement Assignment and Assumption. Without limiting the generality of the foregoing, Opus covenants and agrees to keep, perform and observe the covenants, conditions and agreements to be kept, performed and observed by the Owner pursuant to that certain First Amendment to Development Agreement Between Village of Burr Ridge and Opus North Corporation (Burr Ridge Town Center), including the provisions of Section 4 thereof, with respect to any fact, event or circumstance first occurring after the date of the Development Agreement Assignment and Assumption, subject to and in accordance with the conditions and limitations set forth therein.

14. The parties represent and warrant to each other that there is not any condition, event or circumstance existing, or any litigation, arbitration or administrative proceedings, actions, examinations, claims or demands pending or threatened affecting any of them, which would prevent any of them from complying with or performing their respective obligations under the Development Agreement and this Amendment, and, to the best of each parties' knowledge, no basis for any such matter exists. The parties represent and warrant that execution and delivery of this Amendment does and will not contravene, conflict with, violate or constitute a default under any applicable law, rule, regulation, judgment, decree or order, or any agreement, indenture or instrument to which any party hereto is a party or is bound. Notwithstanding the foregoing, it is understood that execution and delivery of this Amendment by Opus is subject to consent and approval by Opus' mortgagee with respect to the Project.
15. The notice provisions contained in the Development Agreement shall apply to and govern any notice relating to or under this Amendment except that notices to the Owner shall be addressed to the following parties:

Opus Real Estate IL VII, L.L.C.  
9700 West Higgins Road, Suite 900  
Rosemont, IL 60018

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Opus North Corporation  
9700 West Higgins Road, Suite 900  
Rosemont, IL 60018

Daspin & Aument, LLP  
227 West Monroe Street, Suite 3500  
Chicago, IL 60606

16. All terms and conditions in the Development Agreement shall remain in full force and effect except as expressly modified herein, and the parties hereby ratify and confirm each and every provision thereof.
17. The parties acknowledge that there are no other agreements or representations, either oral or written, express or implied between them that are not embodied in this Amendment or in the Development Agreement. The Development Agreement and this Amendment, together, represent a complete integration of all prior and contemporaneous agreements and understandings of the parties hereto.
18. This Amendment may be executed in counterparts, and all said counterparts when taken together shall constitute one and the same agreement.
19. This Amendment shall be a contract made under and governed by the laws of the State of Illinois, without regard to the conflict of laws principles.
20. The Development Agreement shall not be amended, modified, altered or otherwise changed except in writing, executed by all parties hereto and expressly stating that it is an amendment of the Development Agreement.
21. This Amendment shall be binding upon and inure to the benefit of the parties hereto, successor owners of record of the Subject Property, assignees, lessees and upon any successor municipal authorities of said Village and successor municipalities. This Amendment shall be recorded in the office of the Recorder of Deeds of Cook County, Illinois, at Opus's expense. The terms and conditions of this Amendment shall constitute covenants which shall run with the land.
22. As a material inducement for the parties to enter into this Amendment (and after giving effect to the amendments set forth herein), each of Opus and the Village represent and warrant to the other party, that (i) the Development Agreement is in full force and effect, (ii) the other party is not in default in the performance of the terms and provisions of the Development Agreement, nor has any event occurred which,

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with the passage of time or the giving of notice, or both, would constitute a default by such party thereunder, and (iii) neither party has any rights of setoff, claims against the other, or defenses to the enforcement of the Development Agreement.

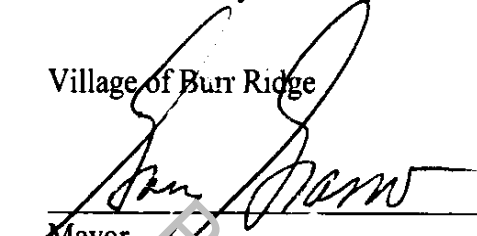
23. The Village and Opus shall pass the necessary respective resolutions to approve this Amendment.

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**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be signed and delivered by their duly authorized officers/members.

Village of Burr Ridge

  
\_\_\_\_\_

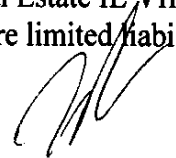
Mayor

Attest:

  
\_\_\_\_\_

Village Clerk

Opus Real Estate IL VII, LLC,  
a Delaware limited liability company

By:   
\_\_\_\_\_

Name:

**Wade C. Lau**  
**Vice President**

Title: \_\_\_\_\_

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## ACKNOWLEDGMENTS

STATE OF ILLINOIS        )  
 COUNTY OF COOK         ) SS  
 COUNTY OF DuPAGE       )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Gary Grasso, personally known to me to be the Mayor of the Village of Burr Ridge, and Karen Thomas, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 26<sup>th</sup> day of May, 2010.

Julie A. Tejkowski  
 Notary Public

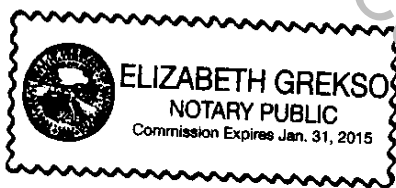


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STATE OF ~~ILLINOIS~~ <sup>Minnesota</sup> )  
 ) SS  
 COUNTY OF Hennepin )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO  
 HEREBY CERTIFY that Wade Lau and \_\_\_\_\_,  
 respectively the Manager/Member and Member of Opus Real Estate IL VII, LLC, a Delaware  
 corporation, are personally known to me to be the same persons whose names are subscribed to  
 the foregoing instrument as such Manager/Member and Member, appeared before me this day in  
 person and acknowledged that they signed and delivered the said instrument as their own free  
 and voluntary act and as the free and voluntary act of said limited liability company for the uses  
 and purposes therein set forth.

GIVEN under my hand and official seal, this 7<sup>th</sup> day of June, 2010.



Elizabeth Grekso  
 Notary Public

County of Cook County Clerk's Office

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## EXHIBIT A

### Legal Description of Subject Property

THAT PART OF THE WEST 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF PERMANENT EASEMENT FOR HIGHWAY PURPOSES (INTERSTATE ROUTE 55) PER INSTRUMENT RECORDED AUGUST 12, 1959 AS DOCUMENT NO. 17627674, WITH THE WESTERLY LINE OF BURR RIDGE PARKWAY IN BURR RIDGE PARK UNIT 1, BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 30, AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 3, 1984 AS DOCUMENT NO. 26915064; THE FOLLOWING THREE COURSES ARE ALONG THE WESTERLY LINE OF SAID BURR RIDGE PARKWAY; THENCE SOUTHERLY ALONG A CURVED LINE CONVEX EASTERLY AND HAVING A RADIUS OF 690.00 FEET, AN ARC DISTANCE OF 642.83 FEET TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 34 DEGREES 14 MINUTES 40 SECONDS WEST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 81.30 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY, HAVING A RADIUS OF 865.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 274.49 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE NORTH 51 DEGREES 06 MINUTES 52 SECONDS WEST, 94.61 FEET; THENCE NORTH 80 DEGREES 06 MINUTES 52 SECONDS WEST, 426.44 FEET TO A POINT ON THE EASTERLY LINE OF THE PERMANENT EASEMENT FOR HIGHWAY PURPOSES AS PER INSTRUMENT RECORDED AUGUST 12, 1959 AS DOCUMENT NO. 17627674, SAID POINT BEING 3644.26 FEET NORTH AND 1888.35 FEET WEST OF THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID SECTION 30, AS MEASURED ALONG THE EAST LINE THEREOF AND ALONG A LINE AT RIGHT ANGLES THERETO; THE FOLLOWING FIVE COURSES ARE ALONG THE EASTERLY LINE OF SAID PERMANENT EASEMENT FOR HIGHWAY PURPOSES: THENCE SOUTH 28 DEGREES 39 MINUTES 26 SECONDS WEST, 108.94 FEET; THENCE SOUTH 54 DEGREES 06 MINUTES 58 SECONDS WEST, 363.45 FEET; THENCE SOUTH 45 DEGREES 34 MINUTES 39 SECONDS WEST, 173.08 FEET; THENCE SOUTH 27 DEGREES 07 MINUTES 58 SECONDS WEST, 185.31 FEET; THENCE SOUTH 09 DEGREES 38 MINUTES 57 SECONDS WEST, 408.76 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTH 00 DEGREES 00 MINUTES 34 SECONDS WEST ALONG THE EASTERLY LINE OF SAID PERMANENT EASEMENT FOR HIGHWAY PURPOSES PER DOCUMENT NO. 17627674, TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF FRONTAGE ROAD ACCORDING TO THE PLAT OF DEDICATION RECORDED MARCH 19, 1985 AS DOCUMENT NO. 27479279; THE FOLLOWING FIVE COURSES ARE ALONG THE NORTHEASTERLY LINE OF SAID FRONTAGE ROAD; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 375.00 FEET, AN ARC DISTANCE OF 222.70 FEET TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 50 DEGREES 16 MINUTES 35 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 303.98 FEET TO A POINT OF CURVATURE

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IN SAID LINE; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 425.00 FEET, AN ARC DISTANCE OF 231.81 FEET TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 19 DEGREES 01 MINUTES 32 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 115.88 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHERLY AND HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 49.57 FEET TO A POINT OF COMPOUND CURVATURE WITH THE WESTERLY LINE OF BURR RIDGE PARKWAY IN SAID BURR RIDGE PARK UNIT 1; THE FOLLOWING FIVE COURSES ARE ALONG THE WESTERLY LINE OF BURR RIDGE PARKWAY IN SAID BURR RIDGE PARK UNIT 1: THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHEASTERLY AND HAVING A RADIUS OF 705.00 FEET, AN ARC DISTANCE OF 547.22 FEET TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 21 DEGREES 50 MINUTES 04 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 363.20 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHERLY ALONG A CURVED LINE CONVEX EASTERLY AND HAVING A RADIUS OF 675.00 FEET, AN ARC DISTANCE OF 321.83 FEET TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 05 DEGREES 29 MINUTES 00 SECONDS WEST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 279.36 FEET TO A POINT OF CURVATURE IN SAID LAST LINE; THENCE NORTHERLY ALONG A CURVED LINE CONVEX WESTERLY AND HAVING A RADIUS OF 865.00 FEET, AN ARC DISTANCE OF 325.28 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

THAT PART OF THE WEST 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE PERMANENT EASEMENT FOR HIGHWAY PURPOSES (INTERSTATE ROUTE 55) PER INSTRUMENT RECORDED AUGUST 12, 1959 AS DOCUMENT NUMBER 17627674, WITH THE WESTERLY LINE OF BURR RIDGE PARKWAY IN BURR RIDGE PARK UNIT 1, BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 30, AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 3, 1984 AS DOCUMENT NUMBER 26915064; THE FOLLOWING SEVEN COURSES ARE ALONG THE WESTERLY LINE OF SAID BURR RIDGE PARKWAY; THENCE SOUTHERLY ALONG A CURVED LINE CONVEX EASTERLY AND HAVING A RADIUS OF 690.00 FEET, AN ARC DISTANCE OF 642.83 FEET TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 34 DEGREE 14 MINUTES 40 SECONDS WEST ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT 81.30 FEET TO A POINT OF CURVATURE IN SAID LINE, THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY, HAVING A RADIUS OF 865.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 599.77 FEET TO POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 05 DEGREES 29 MINUTES 00 SECONDS EAST ALONG THE WESTERLY LINE OF SAID BURR RIDGE DRIVE, BEING TANGENT TO SAID LAST

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DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 279.36 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID BURR RIDGE PARKWAY, BEING A CURVED LINE CONVEX EASTERLY AND HAVING A RADIUS OF 675.00 FEET, AN ARC DISTANCE OF 321.83 FEET TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 21 DEGREES 50 MINUTES 04 SECONDS WEST ALONG THE WESTERLY LINE OF SAID BURR RIDGE PARKWAY, 363.20 FEET TO POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE WESTERLY LINE OF SAID BURR RIDGE PARKWAY, BEING A CURVED LINE CONVEX SOUTHEASTERLY AND HAVING A RADIUS OF 705.00 FEET, AN ARC DISTANCE OF 547.22 FEET TO A POINT OF COMPOUND CURVATURE, SAID POINT BEING THE INTERSECTION OF SAID WESTERLY LINE WITH THE NORTHEASTERLY LINE OF FRONTAGE ROAD ACCORDING TO THE PLAT OF DEDICATION RECORDED MARCH 19, 1985 AS DOCUMENT NUMBER 27479279; THE FOLLOWING FOUR COURSES ARE ALONG THE NORTHEASTERLY LINE OF SAID FRONTAGE ROAD; THENCE WESTERLY ALONG A CURVED LINE CONVEX SOUTHERLY AND HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 49.57 FEET TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 19 DEGREES 01 MINUTES 32 SECONDS WEST, 115.88 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 425.00 FEET, AN ARC DISTANCE OF 231.81 FEET TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 50 DEGREES 16 MINUTES 35 SECONDS WEST, 4.75 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID FRONTAGE ROAD NORTH 50 DEGREES 16 MINUTES 35 SECONDS WEST, 299.22 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID FRONTAGE ROAD, BEING A CURVED LINE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 375.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 222.70 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF THE PERMANENT EASEMENT FOR HIGHWAY PURPOSES PER INSTRUMENT RECORDED AUGUST 12, 1959 AS DOCUMENT NUMBER 17627674; THE FOLLOWING THREE COURSES ARE ALONG THE EASTERLY LINE OF SAID PERMANENT EASEMENT FOR HIGHWAY PURPOSES; THENCE NORTH 00 DEGREES 00 MINUTES 34 SECONDS EAST, 77.70 FEET, THENCE NORTH 09 DEGREES 38 MINUTES 57 SECONDS EAST, 408.76 FEET; THENCE NORTH 27 DEGREES 07 MINUTES 58 SECONDS EAST, 62.76 FEET TO A POINT ON THE EASTERLY LINE OF SAID PERMANENT EASEMENT FOR HIGHWAY PURPOSES; THENCE SOUTH 80 DEGREES 21 MINUTES 03 SECONDS EAST, 603.43 FEET; THENCE SOUTH 09 DEGREES 38 MINUTES 57 SECONDS WEST, 256.92 FEET; THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG A NONTANGENTIAL CURVED LINE CONVEX WESTERLY AND HAVING A RADIUS OF 50.00 FEET, HAVING A CHORD BEARING OF SOUTH 09 DEGREES, 38 MINUTES 57 SECONDS WEST, AN ARC DISTANCE OF 164.29 FEET; THENCE SOUTH 09 DEGREES 38 MINUTES 57 SECONDS WEST ALONG A LINE NOT TANGENT TO LAST DESCRIBED CURVED LINE, 159.30 FEET; THENCE SOUTH 40 DEGREES 14 MINUTES 07 SECONDS WEST, 394.86 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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450 Village Center Drive                      18-30-300-030-0000  
Burr Ridge, IL 60527

570 Village Center Drive                      18-30-300-032-0000  
Burr Ridge, IL 60527

760 Village Center Drive                      18-30-300-033-0000  
Burr Ridge, IL 60527

801 Village Center Drive                      18-30-300-034-0000  
Burr Ridge, IL 60527

850 Village Center Drive                      18-30-300-035-0000  
Burr Ridge, IL 60527

1000 Village Center Drive                      18-30-300-036-0000  
Burr Ridge, IL 60527

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