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Document Prepared  
by and returned to:

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Karen A. Yarbrough  
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## RETAINED GOLF COURSE PROPERTY DEVELOPMENT AGREEMENT

This Retained Golf Course Property Development Agreement ("**Agreement**") is made as of the ~~17th~~ day of October, 2015 and is by and between Chicago Title Land Trust Company, as Trustee under Trust Agreement dated May 9, 2013 and known as Trust No. 8002361908 and RSA Properties Mission Hills, LLC, an Illinois limited liability company and sole beneficiary of the Chicago Title Land Trust Agreement dated May 9, 2013 and known as Trust No. 8002361908 (collectively referred to herein as "**Owner**").

### **Recitals:**

- A. The Owner is the legal and beneficial title owner of the property consisting of approximately 86 acres of land generally located at the northeast corner of Sanders Road and Techny Road in Northfield Township of unincorporated Cook County, Illinois and commonly known as the Mission Hills Golf Course ("**Golf Course Property**").
- B. RSD Mission Hills, LLC, an Illinois limited liability company ("**RSD**") has an option to purchase approximately 44 acres of the Golf Course Property which it intends to develop with a 137 unit residential development ("**Development Parcel**").
- C. The Mission Hills Homeowners Association, an Illinois not-for-profit corporation ("**Association**") is the master association of the residential development commonly known as Mission Hills consisting of all the unit owners ("**Mission Hills Residential Development**"). It is the title holder of and is responsible for the operation, maintenance and security of all common areas in the Mission Hills Residential Development.
- D. The Owner is retaining ownership to the balance of the Golf Course Property consisting of approximately 42 acres of land generally located at the northeast



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corner of Sanders Road and Techny Road in Northfield Township of unincorporated Cook County, Illinois and legally described in **Exhibit "A"** attached hereto ("**Retained Golf Course Property**").

- E. The Association requires assurance that the Owner will not further develop the Retained Golf Course Property.
- F. To facilitate the Proposed Provenance Development and to provide such assurances in a legally binding and enforceable manner, the Owner and the Association have agreed to execute, deposit into escrow, and record, and be bound by the agreements, covenants, and restrictions as provided for in this Agreement.

Now For And In Consideration Of the recitals and mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Owner, and Association hereby agrees as follows:

1. **Recitals.** The Recitals and Exhibits to this Agreement are incorporated herein by reference.
2. **Development Covenant.** The Owner hereby agrees and covenants to retain and maintain the Retained Golf Course Property as a 9 hole golf course or open land without any further development of said property, including but not limited to any new residential or commercial buildings or structures. However, the foregoing shall not affect any rights of the Owner to operate and maintain the existing clubhouse as a restaurant / banquet facility.
3. **No Secondary Entrance Covenant.** The Owner hereby waives and releases any rights that Owner may have to open and construct a secondary entrance to provide direct and exclusive access to the Retained Golf Course Property and hereby affirmatively agrees and covenants that Owner shall not open or construct a secondary entrance to provide direct and exclusive access to the Retained Golf Course Property.
4. **Notice.** Any notice required or permitted to be given by this Agreement shall be given or made in writing, and shall be served (i) personally by messenger or courier services, (ii) by facsimile transmission with a copy of the notice and proof of the transmission, sent by regular first class mail, other than during a period of general interruption of postal service due to strike, walk-out or other cause, mailed in the United States by prepaid registered or certified mail, return receipt requested, or by overnight delivery to the addresses as follows:

ASSOCIATION:

Mission Hills Homeowners Association  
1605 Sanders Rd.  
Northbrook, IL 60062  
Attn: President

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With copy to:

John J. George, Esq.  
Schuyler, Roche & Crisham, P.C.  
Two Prudential Plaza  
180 N. Stetson Avenue  
Suite 3700  
Chicago, IL 60601

OWNER:

RSA Properties Mission Hills, LLC  
11600 South Kedzie Avenue  
Marionette Park, Illinois 60803  
Attn: Anthony Ruh

With copy to:

Theodore P. Netzky, Esq.  
Seiden Netzky Law Group, LLC  
115 South LaSalle Street, Suite 2600  
Chicago, Illinois 60603

5. **Remedies.** In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity, including specific performance and injunctive relief and the prevailing party in the litigation shall be entitled to collect all costs and expenses, including without limitation, reasonable attorneys fees, incurred in connection with the enforcement of this Agreement from the non-prevailing party as ordered by a court of competent jurisdiction.
6. **Miscellaneous Provisions.**
  - (a) This Agreement shall be recorded against, and shall run with, the Retained Golf Course Property and shall be binding upon the Owner and its successors, assigns, mortgagees, lenders, agents, licensees, lessees, operators, invitees, and representatives, and permanent and temporary occupants of said property, including, without limitation, all subsequent owners of Retained Golf Course Property, or any portion thereof, and all persons claiming under them (collectively, "**Owner**"). All present and future owners, occupants or grantees of any portion of the Retained Golf Course Property shall be subject to, and shall comply with, the provisions of this Agreement. Acceptance of a deed of conveyance, or the entering into of a lease or occupancy of Retained Golf Course Property shall constitute an agreement that the provisions of this Agreement, as it may be amended from time to time, are accepted and ratified by such owner, occupant, or grantee, and all of such provisions shall be deemed and taken to be

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covenants running with the land and shall bind any person or entity having any interest or estate therein, as though such provision were recited and stipulated at length in each and every deed, conveyance or lease thereof.

- (b) This Agreement shall be recorded with the Cook County Recorder of Deeds and shall run with and bind the Retained Golf Course Property. If any of the rights or obligations created by this Agreement would otherwise be unlawful or void for violation of (i) the rule against perpetuities or some analogous statutory provision, (ii) the rule restricting restraints on alienation, or (iii) any other statutory or common law rules imposing time limits, then the affected privilege or right shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States, or for any shorter period that may be required to sustain the validity of the affected privilege or right.
- (c) This Agreement embodies the entire agreement between the parties and cannot be varied except by the written agreement of the parties. No representation, promise, or inducement not included in this Agreement shall be binding upon the parties hereto.
- (d) This Agreement shall be governed by and construed in accordance with the internal laws, but not conflicts of law rules, of the State of Illinois.
- (e) This Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective beneficiaries, successors and permitted assigns.
- (f) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE TO FOLLOW

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EXECUTED in counterparts, each part being an original, as of the day and year set forth above.

**RSA PROPERTIES MISSION HILLS LLC**, an Illinois limited liability company

By: *Anthony Ruh*  
Anthony Ruh, Manager

**CHICAGO TITLE LAND TRUST COMPANY**, as Trustee under Trust Agreement dated May 9, 2013 and Known as Trust No 8002361908

By: *Lidia Marinca*  
Name: **LIDIA MARINCA**  
Title: **TRUST OFFICER**



This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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STATE OF ILLINOIS )  
  ) ss.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Anthony Ruh, personally known to me to be the Manager of RSA PROPERTIES MISSION HILLS LLC, an Illinois limited liability company and personally known to me to be same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered said instrument pursuant to authority given by said limited liability company, as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 6<sup>th</sup> day of October, 2015

  
Notary Public



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STATE OF ILLINOIS )  
                                  ) ss.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT LINA MARINCA, personally known to me to be the TRUST OFFICER of the Chicago Land Trust Company and personally known to me to be same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed, and delivered the said instrument pursuant to authority given by said Trust Company, as his/her free and voluntary act and deed of said Trust Company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 8<sup>th</sup> day of October, 2014.

Harriet Denisewicz  
Notary Public



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## EXHIBIT A

### LEGAL DESCRIPTION OF THE RETAINED GOLF COURSE PROPERTY

#### PARCEL 1

LOTS 1 AND 2 LYING EASTERLY OF THE CENTER LINE OF SANDERS ROAD OF COUNTY CLERK'S DIVISION OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN,

EXCEPTING THEREFROM

(DEVELOPMENT + CONDOMINIUM PARCELS)

THAT PART OF LOTS 1, 2 AND 3, LYING EASTERLY OF THE CENTERLINE OF SANDERS ROAD OF COUNTY CLERK'S DIVISION OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHEAST CORNER OF SAID LOT 1, BEING ALSO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF SAID LOTS 1 AND 2, BEING ALSO THE EAST LINE OF NORTHEAST QUARTER OF SECTION 18 AFORESAID, 2356.22 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ON THE LAST DESCRIBED COURSE, WHICH IS ALSO THE EAST LINE OF LOT 3 AFORESAID, 140.05 FEET TO THE CENTER LINE OF TECHNY ROAD; THENCE NORTH 71 DEGREES 47 MINUTES 15 SECONDS WEST, ALONG THE CENTERLINE OF TECHNY ROAD, 440.83 FEET TO THE SOUTH LINE OF SAID LOT 2, BEING ALSO THE NORTH LINE OF SAID LOT 3; THENCE SOUTH 89 DEGREES 40 MINUTES 30 SECONDS WEST ALONG SAID SOUTH LINE OF LOT 2 AND THE CENTERLINE OF TECHNY ROAD, 1518.28 FEET TO A POINT 640.00 FEET EASTERLY OF THE CENTERLINE OF SANDERS ROAD; THENCE NORTH 00 DEGREES 19 MINUTES 30 SECONDS WEST, PERPENDICULAR TO THE SOUTH LINE OF LOT 2 AFORESAID, 50.00 FEET; THENCE WITH A DEFLECTION ANGLE OF 86 DEGREES 25 MINUTES 25 SECONDS TO THE LEFT FROM THE LAST DESCRIBED COURSE EXTENDED 440.16 FEET; THENCE NORTH 20 DEGREES 14 MINUTES 55 SECONDS WEST, 163.77 FEET; THENCE NORTH 02 DEGREES 25 MINUTES 39 SECONDS WEST, 186.53 FEET; THENCE NORTH 47 DEGREES 46 MINUTES 38 SECONDS WEST, 40.86 FEET; THENCE NORTH 01 DEGREES 21 MINUTES 51 SECONDS WEST,



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293.21 FEET; THENCE NORTH 07 DEGREES 18 MINUTES 46 SECONDS EAST,  
 86.65 FEET; THENCE NORTH 19 DEGREES 15 MINUTES 29 SECONDS WEST,  
 72.43 FEET; THENCE NORTH 16 DEGREES 32 MINUTES 57 SECONDS EAST,  
 53.43 FEET; THENCE NORTH 07 DEGREES 04 MINUTES 59 SECONDS WEST,  
 169.57 FEET; THENCE NORTH 12 DEGREES 11 MINUTES 02 SECONDS WEST,  
 323.48 FEET; THENCE NORTH 40 DEGREES 12 MINUTES 46 SECONDS WEST,  
 59.99 FEET; THENCE NORTH 53 DEGREES 15 MINUTES 06 SECONDS EAST,  
 187.46 FEET; THENCE SOUTH 40 DEGREES 33 MINUTES 40 SECONDS EAST,  
 207.21 FEET; THENCE SOUTH 40 DEGREES 17 MINUTES 10 SECONDS EAST,  
 159.96 FEET; THENCE SOUTH 05 DEGREES 58 MINUTES 20 SECONDS EAST,  
 78.04 FEET; THENCE SOUTH 52 DEGREES 12 MINUTES 56 SECONDS EAST,  
 169.91 FEET; THENCE SOUTH 64 DEGREES 30 MINUTES 41 SECONDS EAST,  
 158.30 FEET; THENCE SOUTH 65 DEGREES 03 MINUTES 09 SECONDS EAST,  
 203.73 FEET; THENCE SOUTH 79 DEGREES 40 MINUTES 11 SECONDS EAST,  
 169.64 FEET; THENCE SOUTH 74 DEGREES 41 MINUTES 01 SECONDS EAST,  
 150.79 FEET; THENCE NORTH 31 DEGREES 47 MINUTES 23 SECONDS EAST,  
 248.75 FEET; THENCE NORTH 40 DEGREES 46 MINUTES 54 SECONDS EAST,  
 307.51 FEET; THENCE NORTH 38 DEGREES 58 MINUTES 28 SECONDS EAST,  
 256.18 FEET; THENCE NORTH 25 DEGREES 12 MINUTES 50 SECONDS EAST,  
 217.56 FEET; THENCE NORTH 15 DEGREES 06 MINUTES 30 SECONDS EAST,  
 159.83 FEET; THENCE NORTH 35 DEGREES 03 MINUTES 27 SECONDS WEST,  
 120.28 FEET; THENCE SOUTH 84 DEGREES 50 MINUTES 46 SECONDS WEST,  
 141.04 FEET; THENCE SOUTH 65 DEGREES 00 MINUTES 37 SECONDS WEST,  
 156.16 FEET; THENCE SOUTH 48 DEGREES 18 MINUTES 11 SECONDS WEST,  
 99.78 FEET; THENCE SOUTH 20 DEGREES 37 MINUTES 43 SECONDS WEST,  
 129.20 FEET; THENCE NORTH 82 DEGREES 05 MINUTES 35 SECONDS WEST,  
 196.42 FEET; THENCE NORTH 76 DEGREES 37 MINUTES 05 SECONDS WEST,  
 347.47 FEET; THENCE NORTH 57 DEGREES 18 MINUTES 13 SECONDS WEST,  
 204.08 FEET; THENCE NORTH 77 DEGREES 38 MINUTES 13 SECONDS WEST,  
 286.22 FEET; THENCE NORTH 85 DEGREES 47 MINUTES 52 SECONDS WEST,  
 171.49 FEET; THENCE SOUTH 3 DEGREES 20 MINUTES 25 SECONDS WEST, 223.73  
 FEET; THENCE NORTH 67 DEGREES 16 MINUTES 23 SECONDS WEST 173.42 FEET;  
 THENCE SOUTHWEST ALONG A CURVE CONCAVE NORTHWESTERLY HAVING A  
 RADIUS OF 267.00 FEET, FOR A DISTANCE OF 60.71 FEET TO THE POINT OF  
 TANGENCY (BEARING OF THE CHORD OF SAID CURVE IS SOUTH 30 DEGREES 47  
 MINUTES 58 SECONDS WEST); THENCE SOUTH 38 DEGREES 06 MINUTES 28  
 SECONDS WEST, 15.37 FEET TO THE POINT OF CURVE; THENCE SOUTHWESTERLY,  
 ALONG A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 66.64 FEET,  
 FOR A DISTANCE OF 55.51 FEET, TO THE POINT OF TANGENCY (BEARING OF THE  
 CHORD OF SAID CURVE IS SOUTH 14 DEGREES 20 MINUTES 00 SECONDS WEST);  
 THENCE SOUTH 9 DEGREES 26 MINUTES 28 SECONDS EAST, 17.20 FEET; THENCE  
 SOUTH 81 DEGREES 01 MINUTES 08 SECONDS WEST, 26.00 FEET; THENCE NORTH 9  
 DEGREES 30 MINUTES 27 SECONDS WEST, 16.93 FEET, TO THE POINT OF CURVE;  
 THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY  
 HAVING A RADIUS OF 92.64 FEET, FOR A DISTANCE OF 77.17 FEET, TO THE POINT  
 OF TANGENCY (BEARING OF THE CHORD OF SAID CURVE IS NORTH 14 DEGREES  
 22 MINUTES 00 SECONDS EAST); THENCE NORTH 38 DEGREES 14 MINUTES 27

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SECONDS EAST, 15.37 FEET; THENCE NORTH 28 DEGREES 12 MINUTES 49 SECONDS EAST, 53.30 FEET; THENCE SOUTH 82 DEGREES 48 MINUTES 30 SECONDS WEST, 160.66 FEET TO THE CENTERLINE OF SANDERS ROAD; THENCE NORTH 07 DEGREES 14 MINUTES 06 SECONDS WEST, ALONG THE CENTERLINE OF SANDERS ROAD 148.04 FEET TO A LINE 190.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE NORTH 89 DEGREES 32 MINUTES 08 SECONDS EAST, ALONG SAID LINE 190.00 FEET SOUTH, 181.81 FEET; THENCE NORTH 06 DEGREES 51 MINUTES 15 SECONDS WEST, 4.87 FEET; THENCE NORTH 83 DEGREES 49 MINUTES 18 SECONDS EAST, 72.38 FEET; THENCE NORTH 54 DEGREES 32 MINUTES 16 SECONDS EAST, 99.64 FEET; THENCE NORTH 12 DEGREES 15 MINUTES 18 SECONDS EAST, 30.20 FEET; THENCE NORTH 69 DEGREES 45 MINUTES 39 SECONDS EAST, 45.09 FEET; THENCE SOUTH 46 DEGREES 51 MINUTES 56 SECONDS EAST, 96.44 FEET; THENCE SOUTH 89 DEGREES 27 MINUTES 03 SECONDS EAST, 73.03 FEET; THENCE NORTH 14 DEGREES 30 MINUTES 34 SECONDS EAST, 46.70 FEET; THENCE NORTH 87 DEGREES 03 MINUTES 45 SECONDS EAST, 139.71 FEET; THENCE SOUTH 63 DEGREES 35 MINUTES 55 SECONDS EAST, 115.79 FEET; THENCE SOUTH 49 DEGREES 02 MINUTES 07 SECONDS EAST, 126.01 FEET; THENCE SOUTH 75 DEGREES 17 MINUTES 37 SECONDS EAST, 109.07 FEET; THENCE NORTH 28 DEGREES 51 MINUTES 16 SECONDS EAST, 26.98 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 09 SECONDS EAST, 185.43 FEET; THENCE NORTH 82 DEGREES 58 MINUTES 47 SECONDS EAST, 303.47 FEET; THENCE NORTH 83 DEGREES 40 MINUTES 21 SECONDS EAST, 259.14 FEET; THENCE NORTH 31 DEGREES 13 MINUTES 44 SECONDS EAST, 118.25 FEET; THENCE NORTH 86 DEGREES 36 MINUTES 34 SECONDS EAST, 292.58 FEET; THENCE SOUTH 72 DEGREES 32 MINUTES 11 SECONDS EAST, 193.44 FEET; THENCE SOUTH 84 DEGREES 14 MINUTES 41 SECONDS EAST, 131.63 FEET; THENCE NORTH 27 DEGREES 26 MINUTES 09 SECONDS WEST, 100.06 FEET TO THE NORTH LINE OF LOT 1 AND THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 18 AFORESAID; THENCE NORTH 89 DEGREES 32 MINUTES 08 SECONDS EAST, ALONG SAID NORTH LINE, 477.75 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM

(SANDERS ROAD EXCEPTION)

THAT PART OF LOT 2 OF THE COUNTY CLERK'S DIVISION OF COUNTY CLERK'S DIVISION OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT ON THE SOUTH LINE OF LOT 2, IN COUNTY CLERK'S DIVISION OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE CENTERLINE OF SANDERS ROAD; THENCE EAST ALONG THE SOUTH LINE OF THE AFORESAID LOT 2, AND THE CENTERLINE OF

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TECHNY ROAD, 640.00 FEET TO A POINT, SAID POINT BEING IN THE CENTERLINE OF TECHNY ROAD, AND ON THE SOUTH LINE OF THE AFORESAID LOT 2; THENCE NORTH, AT RIGHT ANGLES TO THE PRECEDING COURSE 50.00 FEET TO A POINT; THENCE WITH A DEFLECTION ANGLE OF 86 DEGREES 25 MINUTES 25 SECONDS TO THE LEFT FROM THE LAST DESCRIBED COURSE EXTENDED 561.10 FEET TO A POINT, THENCE WITH A DEFLECTION ANGLE OF 78 DEGREES 09 MINUTES 20 SECONDS TO THE RIGHT FROM THE LAST DESCRIBED COURSE EXTENDED, 522.36 FEET TO A POINT, THENCE WITH A DEFLECTION ANGLE OF 4 DEGREES 36 MINUTES 35 SECONDS TO THE LEFT FROM THE LAST DESCRIBED COURSE EXTENDED, 301.40 FEET TO A POINT; THENCE WITH A DEFLECTION ANGLE OF 84 DEGREES 17 MINUTES 20 SECONDS TO THE LEFT FROM THE LAST DESCRIBED COURSE EXTENDED 50.00 FEET TO A POINT, SAID POINT BEING IN THE CENTERLINE OF SANDERS ROAD; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID SANDERS ROAD, 896.92 FEET TO THE POINT OF BEGINNING,

AND ALSO EXCEPTING THEREFROM

(EXCEPTION TO DECLARATION DOC. 22431171)

THAT PART OF THE NORTHWEST QUARTER OF SAID SECTION 18, DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER, 56.08 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER AND RUNNING THENCE WEST ALONG THE NORTH LINE THEREOF, 176.69 FEET TO THE CENTER LINE OF SANDERS ROAD; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID NORTHWEST QUARTER, 154.04 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 190.00 FEET TO THE POINT OF BEGINNING;

ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 1,789,148.1 SQUARE FEET (41.07 ACRES) OF LAND, MORE OR LESS.

*1677 West Mission Hills Road  
Northbrook, IL 60062*