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COOK COUNTY, ILLINOIS
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AMENDATORY AGREEMENT

This Amendatory Agreement made and entered into as of this 16th day of April, 1990 by and between General Electric Capital Corporation (herein called "Lender"); Charter Bank and Trust of Illinois, not personally but solely as Trustee under Trust Agreement dated October 12, 1989 known as Trust No. 1386 (herein called "Borrower"); Donogh Homes, Inc., a Washington partnership, the owner and holder of 100% of the beneficial interest in Borrower (herein called "Beneficiary"); and Patrick A. Taylor and Mary Taylor (herein together called "Guarantors").

WITNESSETH, That:

WHEREAS, Borrower has heretofore executed and delivered to Lender, Borrower's Promissory Note (herein called the "Note"), dated December 15, 1989 in the principal sum of $26,710,000 payable to the order of Lender, more fully described in the Mortgage hereinafter referred to to evidence a loan (herein called the "Loan") in a sum of up to said principal sum; and

WHEREAS, to secure the Note and the indebtedness evidenced thereby, Borrower has heretofore executed and delivered to Lender, as mortgagee, a mortgage (herein called the "Mortgage"), dated as of December 15, 1989, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 29, 1989 as document no. 89621854 which Mortgage encumbers certain real property and interests therein (herein called the "Premises") described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, to further secure the Note in the indebtedness evidenced thereby, the following documents have been executed and delivered to Lender, each dated as of December 15, 1989 unless otherwise noted:

1. Construction Loan Agreement (herein called the "Loan Agreement") entered into by and between Lender and Beneficiary, and joined in by Borrower.

2. Assignment of Rents and Leases (herein called the "Assignment") executed by Borrower and joined in by Beneficiary and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 29, 1989 as document no. 89621855.

3. Assignment of Contract Documents made by Beneficiary.

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4. Guarantee of Payment and Performance of Beneficiary and Guarantors.

5. UCC-1 Financing Statement of Borrower filed in the Office of the Secretary of State of Illinois on January 4, 1990 as document no. 2663118.

6. UCC-1 Financing Statement of Beneficiary filed in the Office of the Secretary of State of Illinois on January 5, 1990 as document no. 2663600.

7. UCC-2 Financing Statement of Borrower recorded in the Office of the Recorder of Deeds of Cook County, Illinois as document 90U00098.

8. UCC-2 Financing Statement of Beneficiary recorded in the Office of the Recorder of Deeds of Cook County, Illinois as document no. 90U00097.

9. Indemnity Agreement of Beneficiary joined in by Guarantors.

WHEREAS, the Mortgage, Loan Agreement and all other documents securing the Note and the indebtedness evidenced thereby are herein called the "Collateral Instruments";

WHEREAS, Lender is currently the owner and holder of the Note, the mortgagee under the Mortgage, the assignee under the Assignment and the secured party under the UCC Financing Statements; and

WHEREAS, pursuant to the Loan Agreement, a portion of the proceeds of the loan evidenced by the Note cannot be disbursed until such time as the Borrower purchases the additional real property described in Exhibit B attached hereto and made a part hereof (herein called the "Additional Property") and subjects such Additional Property to the lien of the Collateral Instruments; and

WHEREAS, Borrower, Beneficiary, Lender and Guarantor desire to modify and amend the Collateral Instruments in the manner and to the extent hereinafter set forth to permit the disbursement of the portion of loan proceeds held pending Borrower's purchase of the Additional Property and subjugation of the Additional Property to the lien of the Collateral Instruments.

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements herein contained and for $10.00 and other good and valuable consideration in hand paid by each party hereto to the other, the receipt and sufficiency of all of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. The foregoing preambles are made a part of this Amendatory Agreement as if restated and set out herein in full.

2. The Mortgage is hereby amended by:

(a) deleting the legal description attached thereto as Exhibit B and substituting therefore the legal description set forth in Exhibit C hereof; and

(b) adding thereto a new Section 3.23 as follows:

Section 3.23 Indemnity Mortgage. At the request and for the benefit of Mortgagor, the Mortgagee has executed and delivered to NBD/Chicago Bank ("Bank") as security for Bank's issuance of a subdivision bond in an amount as required by the Village of Schaumburg, Illinois and approved by Mortgagee, but in any event not in excess of $1,950,000.00, an unconditional undertaking ("Undertaking"), to disburse up to such amount ("Improvement Funds") to reimburse Bank for funds actually expended by Bank to pay for the installation of certain public improvements ("Public Improvements") for the benefit of the Property if Mortgagor shall default in its obligation with respect to the installation of such Public Improvements. As a material inducement for Mortgagee to deliver the Undertaking, Mortgagor has agreed, and does hereby agree, to indemnify, defend and hold harmless Mortgagee from and against any claim, demand or expense (including attorney fees) asserted against or incurred by Mortgagee as a consequence of a demand by Bank for the disbursement by Mortgagee of Improvement Funds pursuant to the Undertaking. If and to the extent that Mortgagee disburses Improvement Funds directly to Bank pursuant to the Undertaking, Mortgagor agrees to refund the amount disbursed together with interest thereon at the Contract Index Rate, within five (5) days after demand from Mortgagee. If, as permitted by the Undertaking, Mortgagee elects to complete the Public Improvements and, accordingly, Improvement Funds are disbursed from time to time to pay for the Public Improvements as the construction thereof progresses, the amount disbursed shall be repaid in accordance with the Note and Loan Agreement. In all events, the obligations of the Mortgagor under this paragraph (including, but not limited to, the obligations of repayment and indemnity as herein provided) shall be secured by this Mortgage as well as all other documents which secure or guarantee payment of the Note, as fully and with the same force and effect as if the Improvement

Funds were disbursed concurrent with the recordation of this Mortgage.

3. The UCCs are amended by deleting the legal description attached thereto as Exhibit B and substituting therefor the legal description set forth in Exhibit C hereof.

4. The Loan Agreement, Assignment of Rents, Assignment of Contract Documents and Indemnity Agreement are each hereby amended by deleting the legal descriptions attached thereto as Exhibit A and substituting therefor the legal description set forth in Exhibit C hereof.

5. The Loan Agreement is hereby amended: (a) to add thereto new Sections R-18, R-19 and R-20 as follows:

R-18 Public Improvements. Borrower has obtained or will obtain a letter of credit from NBD/Chicago Bank ("Bank") for the benefit of the Village of Schaumburg, Illinois ("Schaumburg") and in connection therewith, Lender has executed and delivered to Bank an unconditional undertaking to disburse to Schaumburg up to an amount required by Schaumburg and approved by Lender, but in any event not in excess of $1,950,000.00 ("Improvement Funds") out of the A and D Loan to pay for the installation of those of the A and D Improvements described on Exhibit D attached hereto and made a part hereof ("Public Improvements") or reimburse Bank for draws made on its letter of credit. On or prior to the final disbursement for the Public Improvements, Borrower shall deposit with Schaumburg a maintenance bond in form and substance acceptable to Schaumburg for the Public Improvements completed, and in addition, on or prior to the date such is required by Schaumburg, Borrower shall deposit with Schaumburg a completion bond in form and substance acceptable to Schaumburg, ensuring final completion of such roadways. No Public Improvements may be paid for out of the Improvement Funds which are not located upon the Property.

R-19 Soil Conditions. In constructing the Improvements, Borrower shall comply with the recommendations contained in the reports of Testing Service Corporation on the "Polk-Brach Property" submitted to Lender.

R-20 Tax Division. If any portion of the Property is assessed and or taxed as part of a larger parcel of real estate, which larger parcel is not entirely included within the Property, within 30 days following the initial disbursement of Funds hereunder, Borrower shall apply for and file, with the appropriate

governmental entities, all information necessary to accomplish a property tax division of the Property; to the end that the Property shall be assessed and taxed separately from any other real estate. Borrower shall promptly thereafter provide Lender with evidence of such application and filing.

and (b) to delete Exhibit E attached thereto and to substitute therefor Exhibit E attached hereto.

6. Whenever in any instrument reference is made to the Collateral Instruments, such reference shall be deemed a reference to the Collateral Instruments as hereby modified and amended.

7. Guarantors have entered into this Amendatory Agreement for the purpose of consenting to the provisions hereof.

8. As a condition precedent to the effectiveness of this Amendatory Agreement, and concurrent with the recordation hereof, Borrower shall cause Chicago Title Insurance Company to issue an endorsement to Chicago Title Insurance Company Policy No. 72-39-092 in favor of, and in all respects acceptable to Lender which (i) reflects the recordation of this Amendatory Agreement, (ii) reflects the legal description set forth in Exhibit C hereof in Schedule A of the title policy, and (iii) reveals no encumbrances senior to lien of the Loan Documents, as amended and modified hereby, other than as existing on the title policy heretofore delivered to Lender insuring the lien of the Mortgage. In the event that, by virtue of any of the terms, conditions and provisions of this Amendatory Agreement, a lien or other property interest in the Property otherwise junior in priority to the lien created by the Loan Documents shall gain superiority over the lien created by the Loan Documents, this Amendatory Agreement shall, nunc pro tunc, be null and void without further action for the parties to the fullest extent as if it had never been executed, to the end that the priority of the Loan Documents shall not be impaired. This Amendatory Agreement shall be in full force and effect only from and after the date that the aforesaid title endorsement is delivered to Lender.

9. In all other respects, the Collateral Instruments, as hereby modified and amended, are hereby approved, ratified and confirmed and are and shall remain in full force and effect.

10. This Amendatory Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

11. This Amendatory Agreement is executed by Charter Bank and Trust of Illinois, not personally but solely as trustee

as aforesaid, in the exercise of the power and authority conferred upon and fixed in it as such trustee, it is expressly understood and agreed that nothing herein shall be constituted as creating any liability upon said Charter Bank and Trust of Illinois as trustee as aforesaid, or on said Charter Bank and Trust of Illinois personally, on account hereof, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security interest hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Amendatory Agreement all on and as of the date first above written.

GENERAL ELECTRIC CAPITAL CORPORATION

By: Peter R. Ferri
Its Investment Mgr.

ATTEST: Jerry A. Mouser
Its Loan Administrator

CHARTER BANK AND TRUST OF ILLINOIS, not personally, but solely as Trustee under Trust Agreement dated October 12, 1989 and known as Trust No. 1386

By: _____
Its _____

ATTEST: _____
Its _____

DONOGH HOMES, INC., a Washington corporation

By: _____
Its _____

ATTEST: _____
Its _____

_____
Patrick A. Taylor

_____
Mary Taylor

This Document prepared by and should be returned to:

Donald A. Robinson
ROSENTHAL AND SCHANFIELD
55 East Monroe Street, #4620
Chicago, Illinois 60603

as aforesaid, in the exercise of the power and authority conferred upon and fixed in it as such trustee, it is expressly understood and agreed that nothing herein shall be constituted as creating any liability upon said Charter Bank and Trust of Illinois as trustee as aforesaid, or on said Charter Bank and Trust of Illinois personally, on account hereof, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security interest hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Amendatory Agreement all on and as of the date first above written.

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Its _____

ATTEST: _____
Its _____

CHARTER BANK AND TRUST OF ILLINOIS, not personally, but solely as Trustee under Trust Agreement dated October 12, 1989 and known as Trust No. 1386

By: Robert H. Kurowski
Its Asst Trust Officer

ATTEST: [illegible]
Its Executive President / Sec.

DONOGH HOMES, INC., a Washington corporation

By: [illegible]
Its President

ATTEST: Lorraine J. Mesch
Its Secretary

[illegible]
Patrick A. Taylor

[illegible]
Mary Taylor

This Document prepared by and should be returned to:

Donald A. Robinson
ROSENTHAL AND SCHANFIELD
55 East Monroe Street, #4620
Chicago, Illinois 60603

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JOINDER

The Loan (as defined in the foregoing Amendatory Agreement) is secured by additional collateral which is pledged to Lender (as defined in the Amendatory Agreement) as security for the Loan and for additional loans made by Lender. The undersigned, being the owners of such additional collateral and the borrowers and guarantors of such additional loans, hereby consent to the foregoing Amendatory Agreement.

This Joinder is executed by Charter Bank and Trust of Illinois, not personally but solely as trustee as aforesaid, in the exercise of the power and authority conferred upon and fixed in it as such trustee, it is expressly understood and agreed that nothing herein shall be constituted as creating any liability upon said Charter Bank and Trust of Illinois as trustee as aforesaid, or on said Charter Bank and Trust of Illinois personally, on account hereof, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security interest hereunder.

Dated: April 16, 1990

CHARTER BANK AND TRUST OF ILLINOIS, not personally, but solely as Trustee under Trust Agreement dated October 12, 1989 and known as Trust No. 1385

By: Robert E. Tarnowski
Its: Asst Trust Officer

DONOGH HOMES, INC., a Washington corporation

By: X Patrick A. Taylor
Its: PRESIDENT

X Patrick A. Taylor
Patrick A. Taylor

X Mary Taylor
Mary Taylor

STATE OF TEXAS)
) SS
COUNTY OF DALLAS)

I, Alma G. Cate, a Notary Public in and for the County and State aforesaid, do hereby certify that Peter A. Cowin, the Investment Manager of General Electric Capital Corporation, a New York corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of said corporation, appeared before me in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25th day of June, 1990.

Alma G. Cate
Notary Public

My Commission Expires:

ALMA G. CATE
Notary Public
STATE OF TEXAS
My Comm. Exp. Mar. 20, 1992

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STATE OF ILLINOIS)
) ss
COUNTY OF ~~COOK~~ DuPage)

I, Velma E. Bates, a Notary Public in and for the county and state aforesaid, do hereby certify that Robert L. Zarnowski ATD/ (Vice) President of **CHARTER BANK AND TRUST COMPANY OF ILLINOIS** ("Bank"), a banking Corporation, and Earl C. Mueller EVP/ (~~Assistant~~) Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers of said corporation, respectively, appeared before me 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 Bank for the uses and purposes therein set forth, and the said (~~Assistant~~) Secretary of said Bank then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix such corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of June, 1990.

Velma E. Bates
Notary Public

My Commission Expires:
Jan 26, 1993

"OFFICIAL SEAL"
Velma E. Bates
Notary Public, State of Illinois
My Commission Expires 1/26/93

90313529

"OFFICIAL SEAL"
Velma L. Burns
Notary Public, State of Illinois
My Commission Expires 1/26/99

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Kathleen A. Iannino, a Notary Public in and for the County and State aforesaid, do hereby certify that Patrick A. Taylor, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of June, 1990.

Kathleen A. Iannino
Notary Public

My Commission Expires:

10/20/92

" OFFICIAL SEAL "
KATHLEEN A. IANNINO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/20/92

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Kathleen A. Iannino, a Notary Public in and for the County and State aforesaid, do hereby certify that Mary Taylor, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of June, 1990.

Kathleen A. Iannino
Notary Public

My Commission Expires:

10/20/92

" OFFICIAL SEAL "
KATHLEEN A. IANNINO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/20/92

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STATE OF Illinois)
) SS
COUNTY OF Cook)

I, Kathleen A. Iannino, a Notary Public in and for the County and State aforesaid, do hereby certify that Patrick A. Taylor and Lorraine G. Mesch, respectively, the (~~Vice~~) President and (~~Assistant~~) Secretary of Donogh Homes, Inc., a Washington corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers of said corporation, respectively, appeared before me 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 corporation for the uses and purposes therein set forth, and the said (Assistant) Secretary of said corporation then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix such corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of June, 1990.

Kathleen A. Iannino
Notary Public

My Commission Expires:

10/20/92

" OFFICIAL SEAL "
KATHLEEN A. IANNINO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/20/92

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EXHIBIT A

10 Acre Legal Description

PARCEL 1:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID NORTHEAST 1/4 WITH A LINE 564.00 FEET, AS MEASURED AT RIGHT ANGLES SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/4; THENCE NORTH 86 DEGREES 37 MINUTES 14 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 736.41 FEET; THENCE SOUTH 07 DEGREES 22 MINUTES 46 SECONDS EAST AT RIGHT ANGLES TO SAID LAST DESCRIBED NORTH LINE, 620.93 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 29 SECONDS WEST AT RIGHT ANGLES TO THE WEST LINE OF SAID NORTHEAST 1/4, 729.14 FEET TO AN INTERSECTION WITH A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4; THENCE NORTH 00 DEGREES 44 MINUTES 31 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 273.60 FEET TO THE NORTH LINE OF LAND CONVEYED TO THE COUNTY OF COOK BY WARRANTY DEED RECORDED JUNE 29, 1977 AS DOCUMENT NO. 24045390; THENCE NORTH 89 DEGREES 15 MINUTES 29 SECONDS WEST ALONG SAID LAST DESCRIBED NORTH LINE, 50.00 FEET TO THE WEST LINE OF SAID NORTHEAST 1/4; THENCE NORTH 00 DEGREES 44 MINUTES 31 SECONDS EAST ALONG SAID LAST DESCRIBED WEST LINE, 292.79 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

GRANT OF TEMPORARY ACCESS UTILITY AND CONSTRUCTION EASEMENT (VERDE DRIVE) DATED NOVEMBER 21, 1989 AND RECORDED NOVEMBER 22, 1989 AS DOCUMENT 89558639 MADE BY AMERICAN NATIONAL BANK & TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 9, 1989 AND KNOWN AS TRUST NUMBER 108303-05, GRANTOR AND CHARTER BANK & TRUST OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 12, 1989 AND KNOWN AS TRUST NUMBER 1386, AND CHARTER BANK AND TRUST COMPANY OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 12, 1989 AND KNOWN AS TRUST NUMBER 1390, GRANTEES, GRANTED TO GRANTEES, ITS SUCCESSORS AND ASSIGNS AS AN EASEMENT APPURTENANT TO THE ESSEX PARCEL. A NON-EXCLUSIVE TEMPORARY EASEMENT FOR CONSTRUCTION, EXTENSION OF UTILITIES AND INGRESS AND EGRESS ON, OVER AND ACROSS THE LAND DESCRIBED AS "EASEMENT PARCEL" ON EXHIBIT "A" ATTACHED TO SAID GRANT OF TEMPORARY ACCESS, UTILITY AND CONSTRUCTION EASEMENT, TO PROVIDE TEMPORARY ACCESS FROM THACKER ROAD TO THE ESSEX PARCEL, AND TO CONSTRUCT THE EXTENSION OF VERDE DRIVE AND TO EXTEND UTILITIES FROM THACKER ROAD UNTIL SUCH TIME AS GRANTOR DEDICATES THE EXTENSION OF VERDE DRIVE STREET BY GRANTOR.

(TERM OF EASEMENT TO CONTINUE UNTIL THE DEDICATION BY GRANTOR OF THE EASEMENT PARCEL AS A PUBLIC STREET TO THE VILLAGE OF SCHAUMBURG, GRANT PROVIDES FOR USE, REPAIR, INDEMNITY, BENEFITS AND BURDENS RUNNING WITH THE LAND, CERTIFICATE OF INSURANCE, COUNTERPARTS, REASONABLE CONSTRUCTION, INJUNCTIVE RELIEF AND ATTORNEY'S FEES, DISCLAIMER OF JOINT VENTURE, RELOCATION OF EASEMENT PARCEL AND EXCULPATION). (FOR FURTHER PARTICULARS, SEE DOCUMENT)

PARCEL 3:

NON-EXCLUSIVE TEMPORARY EASEMENT FOR THE BENEFIT OF PARCEL 1, CREATED BY GRANT OF TEMPORARY EASEMENT DATED NOVEMBER 21, 1989 AND RECORDED NOVEMBER 22, 1989 AS DOCUMENT 89558637 MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 9, 1989 AND KNOWN AS TRUST NUMBER 108303-06 AND CHARTER BANK & TRUST OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 12, 1989 AND KNOWN AS TRUST NUMBER 1386 AND CHARTER BANK & TRUST OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 12, 1989 AND KNOWN AS TRUST NUMBER 1390, FOR THE PURPOSE OF ACCESS FOR MAINTENANCE AND UPKEEP OF THE WETLANDS MITIGATION, COMPENSATORY FLOOD PLAIN STORAGE, AND DETENTION/RETENTION FACILITIES AND FOR DISCHARGE OF STORM WATER AND RUNOFF INTO SAID FACILITIES ON, OVER, UNDER, AND ACROSS LAND DESCRIBED AS "EASEMENT PARCEL" ON EXHIBIT "A" ATTACHED TO SAID GRANT OF TEMPORARY EASEMENT.

Permanent Index Number: 07-23-200-002
07-23-200-003
07-23-201-001

Common Address: Vacant
Lakeland Drive and
Plum Grove Road
Schaumburg, Illinois

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108/21f
52260/90614

EXHIBIT B

35 Acre Legal Description

THAT PART OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID NORTHEAST 1/4 WITH A LINE 564.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/4; THENCE NORTH 86 DEGREES 37 MINUTES 14 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 736.41 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 86 DEGREES 37 MINUTES 14 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 125.53 FEET TO AN INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID NORTHEAST 1/4 FROM A POINT ON SAID NORTH LINE, 821.31 FEET, AS MEASURED ALONG SAID NORTH LINE, EAST OF THE NORTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE NORTH 03 DEGREES 22 MINUTES 46 SECONDS WEST ALONG SAID LAST DESCRIBED RIGHT ANGLE LINE, 176.00 FEET; THENCE NORTH 86 DEGREES 37 MINUTES 14 SECONDS EAST PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/4, 304.93 FEET; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 80.36 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 69 DEGREES 21 MINUTES 15 SECONDS EAST, 80.01 FEET); THENCE SOUTH 60 DEGREES 08 MINUTES 46 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 138.15 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23, 497.66 FEET, AS MEASURED ALONG SAID EAST LINE, SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE SOUTH 00 DEGREES 52 MINUTES 50 SECONDS WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23, 841.09 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE SOUTH 00 DEGREES 52 MINUTES 50 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23, 299.33 FEET TO A POINT ON SAID EAST LINE, 370.00 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE SOUTH 24 DEGREES 47 MINUTES 17 SECONDS WEST, 418.35 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23, 170.00 FEET, AS MEASURED ALONG SAID SOUTH LINE, WEST OF THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE SOUTH 86 DEGREES 40 MINUTES 38 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23, 1126.74 FEET TO AN INTERSECTION WITH A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE NORTH 00 DEGREES 44 MINUTES 31 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 668.83 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE CONTINUING NORTH 00 DEGREES 44 MINUTES 31 SECONDS EAST ALONG SAID

LAST DESCRIBED PARALLEL LINE, 202.20 FEET; THENCE SOUTH 89 DEGREES 15 MINUTES 29 SECONDS EAST AT RIGHT ANGLES TO SAID LAST DESCRIBED PARALLEL LINE, 729.14 FEET TO AN INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID NORTHEAST 1/4 AND PASSING THROUGH THE AFOREDESCRIBED POINT OF BEGINNING; THENCE NORTH 03 DEGREES 22 MINUTES 46 SECONDS WEST ALONG SAID LAST DESCRIBED RIGHT ANGLE LINE, 620.93 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

GRANT OF TEMPORARY ACCESS UTILITY AND CONSTRUCTION EASEMENT (VERDE DRIVE) DATED NOVEMBER 21, 1989 AND RECORDED NOVEMBER 22, 1989 AS DOCUMENT 89558639 MADE BY AMERICAN NATIONAL BANK & TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 9, 1989 AND KNOWN AS TRUST NUMBER 108303-05, GRANTOR AND CHARTER BANK & TRUST OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 12, 1989 AND KNOWN AS TRUST NUMBER 1386, AND CHARTER BANK AND TRUST COMPANY OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 12, 1989 AND KNOWN AS TRUST NUMBER 1390, GRANTEES, GRANTED TO GRANTEES, ITS SUCCESSORS AND ASSIGNS AS AN EASEMENT APPURTENANT TO THE ESSEX PARCEL. A NON-EXCLUSIVE TEMPORARY EASEMENT FOR CONSTRUCTION, EXTENSION OF UTILITIES AND INGRESS AND EGRESS ON, OVER AND ACROSS THE LAND DESCRIBED AS "EASEMENT PARCEL" ON EXHIBIT "A" ATTACHED TO SAID GRANT OF TEMPORARY ACCESS, UTILITY AND CONSTRUCTION EASEMENT, TO PROVIDE TEMPORARY ACCESS FROM THACKER ROAD TO THE ESSEX PARCEL, AND TO CONSTRUCT THE EXTENSION OF VERDE DRIVE AND TO EXTEND UTILITIES FROM THACKER ROAD UNTIL SUCH TIME AS GRANTOR DEDICATES THE EXTENSION OF VERDE DRIVE STREET BY GRANTOR.

(TERM OF EASEMENT TO CONTINUE UNTIL THE DEDICATION BY GRANTOR OF THE EASEMENT PARCEL AS A PUBLIC STREET TO THE VILLAGE OF SCHAUMBURG, GRANT PROVIDES FOR USE, REPAIR, INDEMNITY, BENEFITS AND BURDENS RUNNING WITH THE LAND, CERTIFICATE OF INSURANCE, COUNTERPARTS, REASONABLE CONSTRUCTION, INJUNCTIVE RELIEF AND ATTORNEY'S FEES, DISCLAIMER OF JOINT VENTURE, RELOCATION OF EASEMENT PARCEL AND EXCULPATION). (FOR FURTHER PARTICULARS, SEE DOCUMENT)

PARCEL 3:

NON-EXCLUSIVE TEMPORARY EASEMENT FOR THE BENEFIT OF PARCEL 1, CREATED BY GRANT OF TEMPORARY EASEMENT DATED NOVEMBER 21, 1989 AND RECORDED NOVEMBER 22, 1989 AS DOCUMENT 89558637 MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 9, 1989 AND KNOWN AS TRUST NUMBER 108303-05 AND CHARTER BANK & TRUST OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 12, 1989 AND KNOWN AS TRUST NUMBER 1386 AND CHARTER BANK & TRUST OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 12, 1989 AND KNOWN AS TRUST NUMBER 1390, FOR THE PURPOSE OF ACCESS FOR MAINTENANCE AND UPKEEP OF THE WETLANDS MITIGATION, COMPENSATORY FLOOD PLAIN STORAGE, AND DETENTION/RETENTION FACILITIES AND FOR DISCHARGE OF STORM WATER AND RUNOFF INTO SAID FACILITIES ON, OVER, UNDER, AND ACROSS LAND DESCRIBED AS "EASEMENT PARCEL" ON EXHIBIT "A" ATTACHED TO SAID GRANT OF TEMPORARY EASEMENT.

9 0 3 1 3 5 2 9

Permanent Index Number: 07-23-200-002
07-23-200-003
07-23-201-001

Common Address: Vacant
Lakeland Drive and
Plum Grove Road
Schaumburg, Illinois

EXHIBIT "C"

Parcel 1:

THAT PART OF THE NORTH EAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID NORTH EAST 1/4 WITH A LINE 564.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTH EAST 1/4; THENCE NORTH 86 DEGREES 37 MINUTES 14 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 861.94 FEET TO AN INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID NORTH EAST 1/4 FROM A POINT ON SAID NORTH LINE, 821.31 FEET, AS MEASURED ALONG SAID NORTH LINE, EAST OF THE NORTH WEST CORNER OF SAID NORTH EAST 1/4; THENCE NORTH 03 DEGREES 22 MINUTES 46 SECONDS WEST ALONG SAID LAST DESCRIBED RIGHT ANGLE LINE, 176.00 FEET; THENCE NORTH 86 DEGREES 37 MINUTES 14 SECONDS EAST PARALLEL WITH THE NORTH LINE OF SAID NORTH EAST 1/4, 304.93 FEET; THENCE SOUTH 62 DEGREES 10 MINUTES 45 SECONDS EAST, 79.75 FEET; THENCE SOUTH 64 DEGREES 17 MINUTES 50 SECONDS EAST, 137.79 FEET TO A POINT ON THE EAST LINE OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 23, 497.86 FEET, AS MEASURED ALONG SAID EAST LINE, SOUTH OF THE NORTH EAST CORNER OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 23; THENCE SOUTH 00 DEGREES 52 MINUTES 50 SECONDS WEST ALONG THE EAST LINE OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 23, 841.09 FEET TO THE SOUTH EAST CORNER OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 23; THENCE SOUTH 00 DEGREES 52 MINUTES 50 SECONDS WEST ALONG THE EAST LINE OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 23, 299.38 FEET TO A POINT ON SAID EAST LINE, 370.00 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF THE SOUTH EAST CORNER OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 23; THENCE SOUTH 24 DEGREES 47 MINUTES 17 SECONDS WEST, 418.35 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 23, 170.00 FEET, AS MEASURED ALONG SAID SOUTH LINE, WEST OF THE SOUTH EAST CORNER OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 23; THENCE SOUTH 86 DEGREES 40 MINUTES 38 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID

SECTION 23, 1126.74 FEET TO AN INTERSECTION WITH A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTH EAST 1/4 OF SAID SECTION 23; THENCE NORTH 00 DEGREES 44 MINUTES 31 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 668.83 FEET TO THE NORTH LINE OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 23; THENCE CONTINUING NORTH 00 DEGREES 44 MINUTES 31 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 475.80 FEET TO THE NORTH LINE OF LAND CONVEYED TO THE COUNTY OF COOK BY WARRANTY DEED RECORDED JUNE 29, 1977 AS DOCUMENT NO. 24045390; THENCE NORTH 89 DEGREES 15 MINUTES 29 SECONDS WEST ALONG SAID LAST DESCRIBED NORTH LINE, 50.00 FEET TO THE WEST LINE OF SAID NORTH EAST 1/4; THENCE NORTH 00 DEGREES 44 MINUTES 31 SECONDS EAST ALONG SAID LAST DESCRIBED WEST LINE, 292.79 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PLUS THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID NORTHEAST 1/4 WITH A LINE 564.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/4; THENCE NORTH 86 DEGREES 37 MINUTES 14 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 861.94 FEET TO AN INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID NORTHEAST 1/4 FROM A POINT ON SAID NORTH LINE, 821.31 FEET, AS MEASURED ALONG SAID NORTH LINE, EAST OF THE NORTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE NORTH 03 DEGREES 22 MINUTES 46 SECONDS WEST ALONG SAID LAST DESCRIBED RIGHT ANGLE LINE, 176.00 FEET; THENCE NORTH 86 DEGREES 37 MINUTES 14 SECONDS EAST PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/4, 304.93 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 80.36 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 69 DEGREES 21 MINUTES 15 SECONDS EAST, 80.01 FEET); THENCE SOUTH 60 DEGREES 08 MINUTES 46 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 138.15 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23, 497.66 FEET, AS MEASURED ALONG SAID EAST LINE, SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE NORTH 64 DEGREES 17 MINUTES 50 SECONDS WEST, 137.79 FEET; THENCE NORTH 62 DEGREES 10 MINUTES 45 SECONDS WEST, 79.75 FEET; TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXCEPT THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE NORTH EAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH WEST CORNER OF SAID NORTH EAST 1/4; THENCE SOUTH 00 DEGREES 44 MINUTES 31 SECONDS WEST ALONG THE WEST LINE OF SAID NORTH EAST 1/4 A DISTANCE OF 565.46 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 564.00 FEET OF SAID NORTH EAST 1/4, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 86 DEGREES 37 MINUTES 14 SECONDS EAST ALONG SAID SOUTH LINE A DISTANCE OF 50.13 FEET, TO A POINT ON THE EAST LINE OF THE WEST 50.00 FEET OF SAID NORTH EAST 1/4; THENCE SOUTH 00 DEGREES 44 MINUTES 31 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 296.39 FEET TO THE NORTH LINE OF THE PROPERTY CONVEYED TO COUNTY OF COOK BY WARRANTY DEED RECORDED JUNE 29, 1977 AS DOCUMENT NO. 24045390; THENCE NORTH 89 DEGREES 15 MINUTES 29 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE ALONG SAID NORTH LINE OF PROPERTY CONVEYED TO COUNTY OF COOK, A DISTANCE OF 50.00 FEET TO THE SAID WEST LINE OF THE NORTH EAST 1/4; THENCE NORTH 00 DEGREES 44 MINUTES 31 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 292.79 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

GRANT OF TEMPORARY ACCESS UTILITY AND CONSTRUCTION EASEMENT (VERDE DRIVE) DATED NOVEMBER 21, 1989 AND RECORDED NOVEMBER 22, 1989 AS DOCUMENT 89558639 MADE BY AMERICAN NATIONAL BANK & TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 9, 1989 AND KNOWN AS TRUST NUMBER 108303-05, GRANTOR AND CHARTER BANK & TRUST OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 12, 1989 AND KNOWN AS TRUST NUMBER 1386, AND CHARTER BANK AND TRUST COMPANY OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 12, 1989 AND KNOWN AS TRUST NUMBER 1390, GRANTEES, GRANTED TO GRANTEES, ITS SUCCESSORS AND ASSIGNS AS AN EASEMENT APPURTENANT TO THE ESSEX PARCEL. A NON-EXCLUSIVE TEMPORARY EASEMENT FOR CONSTRUCTION, EXTENSION OF UTILITIES AND INGRESS AND EGRESS ON, OVER AND ACROSS THE LAND DESCRIBED AS "EASEMENT PARCEL" ON EXHIBIT "A" ATTACHED TO SAID GRANT OF TEMPORARY ACCESS, UTILITY AND CONSTRUCTION EASEMENT, TO PROVIDE TEMPORARY ACCESS FROM THACKER ROAD TO THE ESSEX PARCEL, AND TO CONSTRUCT THE EXTENSION OF VERDE DRIVE AND TO EXTEND UTILITIES FROM THACKER ROAD UNTIL SUCH TIME AS GRANTOR DEDICATES THE EXTENSION OF VERDE DRIVE STREET BY GRANTOR.

(TERM OF EASEMENT TO CONTINUE UNTIL THE DEDICATION BY GRANTOR OF THE EASEMENT PARCEL AS A PUBLIC STREET TO THE VILLAGE OF SCHAUMBURG, GRANT PROVIDES FOR USE, REPAIR, INDEMNITY, BENEFITS AND BURDENS RUNNING WITH THE LAND, CERTIFICATE OF INSURANCE, COUNTERPARTS, REASONABLE CONSTRUCTION, INJUNCTIVE RELIEF AND ATTORNEY'S FEES, DISCLAIMER OF JOINT VENTURE, RELOCATION OF EASEMENT PARCEL AND EXCULPATION). (FOR FURTHER PARTICULARS, SEE DOCUMENT)

PARCEL 3:

NON-EXCLUSIVE TEMPORARY EASEMENT FOR THE BENEFIT OF PARCEL 1, CREATED BY GRANT OF TEMPORARY EASEMENT DATED NOVEMBER 21, 1989 AND RECORDED NOVEMBER 22, 1989 AS DOCUMENT 89558637 MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 9, 1989 AND KNOWN AS TRUST NUMBER 108303-05 AND CHARTER BANK & TRUST OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 12, 1989 AND KNOWN AS TRUST NUMBER 1386 AND CHARTER BANK & TRUST OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 12, 1989 AND KNOWN AS TRUST NUMBER 1390, FOR THE PURPOSE OF ACCESS FOR MAINTENANCE AND UPKEEP OF THE WETLANDS MITIGATION, COMPENSATORY FLOOD PLAIN STORAGE, AND DETENTION/RETENTION FACILITIES AND FOR DISCHARGE OF STORM WATER AND RUNOFF INTO SAID FACILITIES ON, OVER, UNDER, AND ACROSS LAND DESCRIBED AS "EASEMENT PARCEL" ON EXHIBIT "A" ATTACHED TO SAID GRANT OF TEMPORARY EASEMENT.

Permanent Index Number: 07-23-200-002
07-23-200-003
07-23-201-001

Common Address: Vacant
Lakeland Drive and
Plum Grove Road
Schaumburg, Illinois

90313529

EXHIBIT D

Intentionally Omitted

4/27/90

90313529

EXHIBIT E

DARTMOOR HOMES
ESSEX CLUB
LAND PAYBACK SCHEDULE

BLOCK #	LOT #	BASE AMOUNT	110% PAYBACK AMOUNT
1	1	$90,000	$99,000
1	2	100,000	110,000
1	3	100,000	110,000
1	4	105,000	115,500
1	5	125,000	137,500
1	6	125,000	137,500
1	7	125,000	137,500
1	8	125,000	137,500
1	9	125,000	137,500
1	10	135,000	148,500
1	11	135,000	148,500
1	12	135,000	148,500
1	13	135,000	148,500
1	14	135,000	148,500
		$1,695,000	$1,864,500

BLOCK #	LOT #	BASE AMOUNT	110% PAYBACK AMOUNT
2	1	$135,000	$148,500
2	2	135,000	148,500
2	3	125,000	137,500
2	4	125,000	137,500
2	5	125,000	137,500
2	6	125,000	137,500
2	7	135,000	148,500
2	8	135,000	148,500
2	9	125,000	137,500
2	10	125,000	137,500
2	11	135,000	148,500
2	12	135,000	148,500
2	13	125,000	137,500
2	14	125,000	137,500
2	15	125,000	137,500
2	16	125,000	137,500
2	17	125,000	137,500
2	18	135,000	148,500
2	19	135,000	148,500
2	20	135,000	148,500
2	21	125,000	137,500
		$2,715,000	$2,986,500

90313529

DARTMOOR HOMES
ESSEX CLUB
LAND PAYBACK SCHEDULE

BLOCK #	LOT #	BASE AMOUNT	110% PAYBACK AMOUNT
3	1	$135,000	$148,500
3	2	135,000	148,500
3	3	135,000	148,500
3	4	135,000	148,500
3	5	135,000	148,500
3	6	125,000	137,500
3	7	135,000	148,500
3	8	135,000	148,500
3	9	125,000	137,500
3	10	135,000	148,500
3	11	135,000	148,500
3	12	135,000	148,500
3	13	135,000	148,500
3	14	135,000	148,500
3	15	125,000	137,500
3	16	135,000	148,500
3	17	125,000	137,500
3	18	135,000	148,500
3	19	135,000	148,500
3	20	135,000	148,500
3	21	125,000	137,500
3	22	135,000	148,500
3	23	135,000	148,500
3	24	135,000	148,500
3	25	125,000	137,500
		$3,315,000	$3,646,500

90313529

DARTMOOR HOMES
ESSEX CLUB
LAND PAYBACK SCHEDULE

BLOCK #	LOT #	BASE AMOUNT	110% PAYBACK AMOUNT
4	1	$90,000	$99,000
4	2	100,000	110,000
4	3	100,000	110,000
4	4	100,000	110,000
4	5	105,000	115,500
4	6	125,000	137,500
4	7	135,000	148,500
4	8	135,000	148,500
4	9	135,000	148,500
4	10	135,000	148,500
4	11	125,000	137,500
4	12	105,000	115,500
4	13	105,000	115,500
4	14	105,000	115,500
4	15	125,000	137,500
4	16	125,000	137,500
4	17	125,000	137,500
4	18	135,000	148,500
4	19	135,000	148,500
4	20	125,000	137,500
4	21	125,000	137,500
4	22	135,000	148,500
4	23	135,000	148,500
4	24	135,000	148,500
4	25	125,000	137,500
4	26	135,000	148,500
4	27	135,000	148,500
4	28	135,000	148,500
4	29	125,000	137,500
4	30	125,000	137,500
4	31	135,000	148,500
4	32	135,000	148,500
4	33	125,000	137,500
4	34	135,000	148,500
4	35	135,000	148,500
4	36	125,000	137,500
4	37	135,000	148,500
4	38	135,000	148,500
4	39	125,000	137,500
4	40	135,000	148,500
4	41	125,000	137,500
4	42	125,000	137,500
4	43	135,000	148,500
		$5,385,000	$5,923,500

$13,110,000.00 $14,421,000 ✓

90313529