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THIRD AMENDED AND RESTATED

ANNEXATION AGREEMENT

FOR

UNOCAL PROPERTY

SCHAUMBURG, ILLINOIS

December 12, 1995

This document prepared by, and
after recording return to:

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THIRD AMENDED AND RESTATED ANNEXATION AGREEMENT

This THIRD AMENDED AND RESTATED ANNEXATION AGREEMENT ("Third Amendment") is made this 12th day of December, 1995 between Union Oil Company of California, a California corporation doing business as "Unocal" ("Union Oil"); Unocal Land and Development Company, a California corporation ("Unocal Land") (Unocal Oil and Unocal Land are collectively referred to herein as "Unocal"); Community Centers One, LLC a Delaware limited liability company ("CCO"); Roosevelt University, an Illinois not-for-profit corporation ("Roosevelt"); IKEA Property, Inc., a Delaware corporation ("IKEA"); and the Village of Schaumburg, an Illinois municipal corporation in Cook County, Illinois (the "Village"). Unocal, CCO, Roosevelt and IKEA are sometimes individually referred to as "Owner" and sometimes collectively referred to as "Owners." The Owners and the Village are sometimes individually referred to as "Party" and sometimes collectively referred to as "Parties".

RECITALS

- A. Unocal, USZ Venture, an Illinois partnership, Route 58 Corp., a Delaware corporation and Chicago Title and Trust Company, as Trustee under Trust No. 62475, entered into an Annexation Agreement with the Village dated February 11, 1975 (the "Annexation Agreement") for property depicted in Exhibit A hereto and generally located at the northeast corner of Golf and Meacham Roads in the Village (the "Annexation Parcel"). The Annexation Agreement incorporated The "Woodfield 76" Development Plan which anticipated a 21.9 million square foot mix of commercial, retail and residential uses within the 235-acre Annexation Parcel.
- B. The Annexation Parcel has heretofore been legally annexed to Village in accordance with the Annexation Agreement. Unocal is the record owner of that part of the Annexation Parcel described in Exhibit B hereto (the "Unocal Parcel") and that part of the Annexation Parcel described in Exhibit C hereto (the "IKEA Parcel"). CCO is the record owner of that part of the Annexation Parcel described in Exhibit D hereto (the "CCO Parcel"). Roosevelt is the record owner of that part of the Annexation Parcel described in Exhibit E hereto (the "Roosevelt Parcel"). The Unocal Parcel, IKEA Parcel, CCO Parcel and Roosevelt Parcel are hereinafter collectively referred to as the "Property".

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- C. An Amended Annexation Agreement dated January 9, 1990 (the "First Amendment"), was entered into by the Village, Unocal and Route 58 Corp., which amended the Annexation Agreement in its entirety with respect to the Property. Pursuant to the First Amendment, the Village adopted Ordinance No. 3300 which adopted a Revised Development Plan (dated September 1, 1989) for the Property which anticipated retail and mixed use commercial development within the Property. Ordinance No. 3300 also rezoned the Property from the PMD-Planned Metro District classification to the B-3 and B-5 zoning classifications, and granted site plan approval and variations for a shopping mall within the area zoned B-5.
- D. On January 26, 1993 a Second Amended Annexation Agreement ("Second Amendment") was entered into by the Village, Unocal, Route 58 Corp., and CCO which amended the First Amendment in its entirety. The Second Amendment incorporated a Second Revised Development Plan (dated January, 1993) for the Property. Pursuant to the Second Amendment, the Village adopted Ordinance No. 93-19 which granted various special uses, variations and site plan approvals for a shopping center within the CCO Parcel.
- E. Subsequent to execution of the Second Amendment, Unocal conveyed the approximately 62-acre CCO Parcel to CCO. CCO has improved the CCO Parcel with a retail shopping center (Woodfield Village Green) which is consistent with the Development Plan and in accordance with the approvals granted in Ordinance No. 93-19. Also subsequent to the execution of the Second Amendment, Unocal conveyed the Roosevelt Parcel to Roosevelt. Roosevelt is renovating the existing building and parking area on the Roosevelt Parcel for use as a university campus in accordance with a special use, site plan approval and variations granted by Ordinance No. 95-42.
- F. Unocal has entered into a contract to convey the IKEA Parcel to IKEA upon, *inter alia*, full execution of this Third Amendment and passage of an ordinance granting requested zoning relief by the Village. IKEA intends to build and operate a furniture and home furnishings store on the IKEA Parcel.
- G. The terms of the Second Amendment impose burdens on and grant benefits to the Owners and the Village which must be modified in light of the changes in the actual and proposed

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development of the Property and the improvements and contributions which have been made by the Owners since the date of Second Amendment.

- H. The purposes of this Third Amendment are, *inter alia*, to confirm the 1995 Unocal 76 Development Plan (prepared by Camiros, Ltd.; dated 12/12/95) for the Property (attached hereto as Exhibit F and hereinafter referred to as the "Development Plan"), to provide for the rezoning, site plan approval and variations requested for the IKEA Parcel, and to confirm and provide for payment of certain costs and fees by the Owners based on their different ownership interests.
1. A proposed Third Amended and Restated Annexation Agreement, in substance and form substantially the same as this Third Amendment, was submitted to the Village and all notices, publications, procedures, public hearings, and other matters attendant to the consideration and approval of the execution of this Agreement have been given, made, held, and performed by the Village as required by Section 11-15.1-3 of the Illinois Municipal Code (65 ILCS 5/11-15.1-3) and all applicable ordinances, regulations, and procedures of the Village.

NOW, THEREFORE, in consideration of the mutual covenants for their respective benefits contained herein, Owners and Village agree that the Second Amendment is hereby amended in its entirety with respect to the Property as follows:

1. Recitals

The representations and recitations set forth in the foregoing Recitals are material to this Third Amendment and are hereby incorporated into and become a part of this Third Amendment as though they were fully set forth in this Paragraph 1.

2. Annexation

- (a) The parties agree that the Property has been validly annexed to Village.
- (b) The Village agrees to do all things necessary or appropriate to carry out the terms of this Third Amendment and to enact such resolutions and ordinances and to take such

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other action as may be necessary or desirable to enable all parties to comply with the terms hereof.

3. IKEA Parcel Zoning

At the same meeting of the corporate authorities of the Village at which this Third Amendment is approved for execution by the Village President and Clerk, the Village shall adopt as Ordinance No. 95-149, an ordinance identical in substance and form to the draft ordinance attached hereto as Exhibit G, which grants the site plan approval, special uses and variations necessary for construction and operation of a furniture and home furnishings store (with full-service restaurant) on the IKEA Parcel in accordance with plans and specifications referenced therein.

4. Prior Rezoning/Plan Approvals/Special Uses

Nothing in this Third Amendment, the Development Plan, or Ordinance No. 95-149 shall be deemed to repeal, relinquish, amend or revise the zoning classifications, site plan approvals, special uses and variations granted for the CCO Parcel, the Roosevelt Parcel and the Unocal Parcel by Ordinance Nos. 3300, 93-19 and 95-42. At the request of the Owners of the parcel subject thereto, the Village Board may, from time to time, approve modifications to the plans approved by Ordinance Nos. 93-19, 95-42 and 95-149 without amendment of this Third Amendment and without the approval of any other Owner.

5. Development Contributions

- (a) **Streetlights:** A total payment of \$21,432.62 is required in lieu of constructing streetlights along Meacham Road between McConnor Parkway and the Northwest Tollway. Said payment shall be made to the Village at the time of issuance of a land development permit for any development which incorporates that part of the Unocal Parcel adjacent to Meacham Road or at the time the Village notifies Owners that the on-ramp to the Northwest Tollway from Meacham Road has been constructed, whichever occurs first. The payment shall be made by the Owner of that part of the Unocal Parcel adjacent to Meacham Road at the time the payment is due. This figure is based on a total lot frontage of 814.00 lineal feet, and a unit cost of \$6.25 per lineal foot of frontage. All required contributions for streetlights incidental to the

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development of the CCO Parcel have been made. No contributions for streetlights shall be required for development of the Roosevelt Parcel or the IKEA Parcel.

(b) Medical Fund/Police and Fire Fund:

(i) CCO Parcel: All Medical Fund and Police and Fire Fund contributions incidental to the development of the CCO Parcel have been made.

(ii) Roosevelt Parcel: A Medical Fund contribution of \$250.00 per acre and a Police and Fire Fund contribution of \$0.10 per square foot of gross floor area (GFA) shall be paid to the Village prior to the issuance of a building permit for a newly constructed building on the Roosevelt Parcel. No Medical Fund or Police and Fire Fund contributions shall be required for the Roosevelt Parcel unless and until the Roosevelt Parcel is redeveloped (i.e. the existing building is razed and a new structure is built thereon).

(iii) IKEA Parcel: A Medical Fund contribution of \$250.00 per acre, for a total of \$7,500.00 (\$250.00 x 30 acres) shall be paid to the Village prior to issuance of a building permit for any building to be constructed on the IKEA Parcel; a Police and Fire Fund contribution of \$.10 per square foot of gross floor area, for a total of \$41,550.60 (\$.10 x 415,506 gross sq. ft.) for IKEA's proposed building, shall be paid to the Village prior to issuance of a building permit for any building to be constructed on the IKEA Parcel.

(iv) Unocal Parcel: a Police and Fire Fund contribution of \$0.10 per square foot of gross floor area (GFA) and a Medical Fund contribution of \$250.00 per acre shall be paid to the Village prior to the issuance of each building permit.

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6. Utilities Availability

- (a) The Village warrants that sufficient sanitary and storm sewer capacity and water distribution capacity currently exists in pipelines adjacent to the Property to serve the development of the Property in the manner described in the Development Plan. All previously required contributions for a 1,000,000 gallon expansion of the proposed elevated water storage tank to be constructed immediately southwest of the intersection of State Parkway and Plum Grove Road to accommodate the fire flow and water storage requirements for the Property have been paid by Unocal and CCO. The Village shall not require additional contributions from Owners for construction of sanitary sewer and water facilities outside of the Property.
- (b) Engineering plans for the sanitary sewers, storm sewers, and water distribution facilities within the Property shall be prepared by such civil engineers as are approved and employed by Owners. The engineering plans shall be approved on behalf of Village by the Village Engineer. Upon completion of each segment of the internal sanitary and storm sewer and water distribution system by an Owner in conformance with Village regulations and codes, that Owner will convey those improvements located in rights-of-way or easements to the Village and Village agrees to accept and maintain same thereafter. Owners shall dedicate, free of cost to Village, all easements and rights-of-way within the Property necessary for the construction and maintenance of improvements described in this Paragraph 6(b). Any sanitary sewer system, water distribution system, and storm sewer system required to service the Property, shall be designed to service the needs of the Property and shall be in conformance with Village design specifications and requirements as enumerated in the then current Village Subdivision Regulations and general codes of Village. It is hereby acknowledged that engineering plans for sanitary sewers, storm sewers and water distribution facilities for the CCO Parcel have been approved by the Village Engineer, and that such systems have been constructed in accordance with those plans.
- (c) In the event that, subsequent to the date of this Third Amendment, a duly authorized governmental authority, other than the Village or an entity controlled by the Village, enacts laws, rules, or regulations which require the construction of additional, or

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enlargement of existing, water or sewer lines to serve an area which includes the Property, then the Owners, along with all other property owners served by such improvements, shall be obligated to pay their proportionate share, calculated on a fair and equitable basis, of the cost of such improvements.

7. Roads and Highways

(a) On-Site Roadways:

(i) Internal Roads. Owners shall, at their sole cost and expense, construct any and all Internal Roads necessary and convenient for development of the Property in conformance with engineering plans and specifications approved by the Village Engineer. For the purposes of this Third Amendment, "Internal Roads" shall be defined to mean those vehicular and pedestrian rights-of-way located within the Property, other than McConnor Parkway (as dedicated pursuant to Cook County Recorder's Document No. 87579086) and Central Park Boulevard (as referenced in Paragraph 1(a)(ii) herein). No occupancy permit shall be issued for a building or other improvement on a parcel within the Property until the Internal Roads reasonably necessary for ingress and egress to and from such building or improvement by the general public and public safety vehicles have been completed. There are no Internal Roads located on the CCO Parcel, the Roosevelt Parcel or the IKEA Parcel.

(ii) Central Park Boulevard. Prior to the issuance of an Occupancy Permit for the approved development on the IKEA Parcel, Central Park Boulevard, as delineated in the Development Plan, shall be constructed and dedicated to the Village from Golf Road to McConnor Parkway in substantial accordance with engineering plans titled "Central Park Boulevard Preliminary Engineering", prepared by Haeger & Associates, Inc., Job. No. 94-151, dated 9/14/95, last revised 10/4/95. Such construction shall include installation of storm sewers, streetlights, street trees, sidewalks and bicycle paths, as well as installation of traffic signals at the intersection of Central Park Boulevard and McConnor Parkway in accordance with plans and specifications approved by the Village

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Engineer. Storm water from Central Park Boulevard, and from that part of the Unocal Parcel lying east of and adjacent to the Central Park Boulevard right-of-way, shall be drained into existing storm sewers adjacent to Golf Road. Such construction and dedication shall be carried out by Unocal at its sole cost and expense, or with contributions from other Owners as Unocal may obtain. Prior to the issuance of a Land Development Permit for the approved development on the IKEA Parcel, Unocal shall present to the Village a Plat of Dedication of, or a Plat of Subdivision providing dedication of, the right-of-way necessary for Central Park Boulevard.

- (A) The Village agrees to condemn, at Unocal's expense, that part of the proposed Central Park Boulevard right-of-way which is not owned by Unocal and which Unocal is not able to purchase, having used its best efforts to do so. If Village condemnation of such right-of-way becomes necessary, and regardless of whether condemnation proceedings have been initiated, the Village agrees (1) that Unocal may dedicate only so much of the proposed right-of-way as it owns prior to issuance of a Land Development Permit for the IKEA Parcel, and (2) that an Occupancy Permit for the approved development on the IKEA Parcel will be granted prior to the completion of construction of Central Park Boulevard between Golf Road and McConnor Parkway, provided that Unocal has posted with the Village a cash bond, letter of credit or other security acceptable to the Village Manager in an amount the Village Manager reasonably deems necessary to pay the Village's costs for completing condemnation proceedings.
- (iii) Acceptance. Village agrees to accept dedication of Central Park Boulevard and Internal Roads constructed in accordance with engineering plans approved by the Village Engineer in conformance with the procedures of Village of Schaumburg Subdivision Control Regulations. All road right-of-way dedications and road improvement conveyances to the Village shall be without cost to the Village.

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(b) Site-Adjacent Roadways:

(i) Meacham Road Tollway Interchange.

(A) No later than sixty (60) days after the Village advises Unocal in writing that the Village has received notice from the Illinois State Toll Highway Authority (the "Authority") that the Authority is proceeding with the engineering and construction of the Northwest Tollway/I-90 interchange at Meacham Road, Unocal shall dedicate to the Village (or the Authority, if the Village directs) the right-of-way necessary for the eastbound on-ramp illustrated in the conceptual plans prepared for the Authority by MTA, dated 9-16-92, labeled as "Meacham Road Interchange, Alternate No. 3", at no cost to the Village. The Village will use its best efforts to insure that the actual plans approved by the Authority minimize the amount of right-of-way acreage required. In the event Unocal is able to demonstrate to the Village's satisfaction that the construction and use of the tollway ramp is no longer feasible, the Village shall reconvey the right-of-way to Unocal.

(B) When the Village advises Owners in writing that the Village has received written notice from the Authority that the Authority has let the contracts for the construction of the interchange at Meacham Road, Owners jointly shall pay the Village a total of \$2,212,250 (hereinafter, "Meacham Interchange Costs"), representing a 25% share of the estimated cost of widening the Meacham Road Bridge over the Northwest Tollway (\$754,527) and representing 100% of the estimated cost for constructing the eastbound on-ramp of the interchange (\$1,457,723). The Parties hereto acknowledge that Meacham Interchange Costs represent estimates which include an additional 30% contingency, and that Owners shall not be obligated to pay more than the amounts contained herein regardless of the actual costs of the improvements. The amounts stated herein are estimates as of the date of this Third Amendment, and the amount actually paid by an Owner

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shall be adjusted in accordance with the increase (or decrease) in the Construction Cost Index for Chicago published in ENR Magazine from the date of this Third Amendment to an Owner's date of payment. An Owner may elect to pre-pay its share (as provided for herein) of the Meacham Interchange Costs and avoid any inflation adjustments thereafter. In the event the payments of Owners pursuant to this Paragraph 7(b)(i)(B) exceed the amount necessary to pay for the interchange improvements referenced in this Paragraph 7(b)(i)(B), the Village shall refund the excess moneys in accordance with the formula stated in Paragraph 7(b)(i)(C) hereof. If the term of this Third Amendment expires and construction of said improvements has not commenced, the Village shall return the payment(s) and any interest earned thereon to the entity which made the payment and not to its successor in title, Paragraph 17 hereof to the contrary notwithstanding, unless such entity otherwise directs in writing.

- (C) The Village agrees that the Meacham Interchange Costs shall be allocated among the Owners as follows: an Owner shall pay the product obtained by multiplying (1) the quotient obtained by dividing the total acreage of its parcel by 180, and (2) the total Meacham Road cost and the Tollway Ramp cost (e.g., for CCO: $62 \text{ acres} / 180 = 34\% \times \$2,212,250$). No Owner shall be obligated to pay more than the amount allocated to its parcel by the foregoing formula. In lieu of direct payment to the Village, an Owner may post with the Village an irrevocable letter of credit in the amount required for its parcel.
- (D) In accordance with Paragraph 14 herein, an Owner may, in lieu of direct payment of Meacham Interchange Costs, request the Village to establish a Special Service Area (SSA). If an Owner elects to request an SSA in lieu of direct payment, the SSA shall be enacted for that Owner's parcel and shall be designed to levy that Owner's allocated share of the Meacham Interchange Costs, as provided for herein.

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(E) **Roosevelt Exclusion.** Notwithstanding the foregoing provisions, no payments for Meacham Interchange Costs shall be required of the Owner of the Roosevelt Parcel unless the existing building thereon has been razed and a new building has been constructed thereon, or the Roosevelt Parcel is no longer being used substantially for not-for-profit educational purposes. No other Owner shall be obligated to pay Meacham Road Tollway Interchange construction costs which would be otherwise allocated to the Roosevelt Parcel.

(F) **Golf/McConnor Turn Lanes.** Prior to the issuance of an occupancy permit for any building constructed on that portion of the Unocal Parcel located west of the IKEA Parcel and north of McConnor Parkway, the then owner of such property shall construct, or pay a governmental entity to construct, (1) dual east-bound to south-bound right turn lanes on Golf Road at its intersection with the western frontage road for Illinois Route 53/I-290--McConnor Parkway extended and (2) a north-bound to west-bound left turn lane on the eastern frontage road for Illinois Route 53/I-290 at its intersection with Golf Road (estimated cost: \$241,000). Provided, however, that construction of such turn lanes shall not be required if the traffic impact study prepared for development of such property in accordance with Paragraph 7(g) hereof finds that such turn lanes are not necessary to accommodate the anticipated traffic from such development on the roadway system within the vicinity of the Property. If such turn lanes are constructed, they shall be constructed in accordance with plans approved by the Illinois Department of Transportation (IDOT), which has jurisdiction over Golf Road.

(c) **Off-Site Roads and Highways:**

(i) The costs of improvements to roads and highways within the "Tollway Sector" (the area in Schaumburg, Illinois bounded on the west by Roselle Road, on the east by I-290/IL-53, on the north by Algonquin Road and on the south by Golf Road), which are neither On-Site Roadways nor Site-Adjacent Roadways, (hereinafter called "Pooled Costs"), shall be shared by the developments within

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the Tollway Sector in accordance with per-square-foot allocations which have been heretofore established by the Village's Tollway Sector Plan. Notwithstanding the allocations established by the Village's Tollway Sector Plan, developments within the Property shall pay Pooled Costs in accordance with the traffic impact fee schedule at the time of building permit issuance:

<u>Land Use</u>	<u>Fee Per Gross Square Foot of Building</u>
Office	\$1.76
Retail	\$1.23
Hotel	\$0.62

These fees shall be adjusted annually in accordance with the increase (or decrease) in the Construction Cost Index for Chicago published in ENR Magazine from the date of this Third Amendment to the date of payment.

- (ii) IKEA shall pay a total of \$511,072.38 in Pooled Costs (\$1.23 x 415,505 gross sq.ft.) prior to the issuance of a building permit for construction on the IKEA Parcel. CCO has already paid a total of \$734,841 in Pooled Costs for 637,000 square feet of building construction on the CCO Parcel. CCO shall only be responsible for additional Pooled Costs for any building construction in excess of 637,000 square feet on the CCO Parcel, which shall be assessed Pooled Costs in accordance with Paragraph 7(c)(i) hereof. Roosevelt shall not be required to pay Pooled Costs unless the existing building on the Roosevelt Parcel is razed and a new building is constructed thereon.
- (iii) Village agrees that its method for handling and allocating all Pooled Costs shall be in compliance with all applicable laws and regulations. No Owner shall be required to make or contribute to off-site road and highway improvements in any manner other than contributions to Pooled Costs in accordance with Paragraphs 7(c)(i) and 7(c)(ii) hereof.

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- (iv) Notwithstanding any other provision contained in this Third Amendment, Village agrees that no Pooled Costs will be due from Unocal in respect to 310,000 square feet of any building owned or leased by Union Oil or any affiliated or subsidiary corporation or any successor in interest, in which not less than the lesser of 210,793 square feet or 50% of said building is occupied by Union Oil Company or any affiliated or subsidiary corporation or any successor in interest.
- (d) Personal Rapid Transit: Owners shall provide all required Personal Rapid Transit (PRT) guideway and station easements when a personal rapid transit system or a similar transit system is available to service the Property. However, easements required for the PRT shall not impair an Owner's ability to develop its parcel in accordance with the Development Plan.
- (e) PACE Bus Service: Prior to the issuance of an occupancy permit for any building on a parcel within the Property, the Owner of such parcel shall have complete discussions with PACE Suburban Bus Service in hopes of accommodating one or more bus stop locations adjacent to the shopping center. Copies of all correspondence and service plans shall be submitted to the Village. Unless the PACE Suburban Bus Service development guidelines differ from the requirements of the Village, those portions of the guidelines which are reasonably applicable to the parcel under consideration shall be incorporated in the specific site designs for such parcel.
- (f) Transportation Coordinator: A Transportation Coordinator shall be designated for each parcel within the Property in accordance with the requirements of the ordinance granting development approvals on that parcel. The Transportation Coordinator's name, address, and telephone number shall be provided to the Village's Director of Planning at that time. The Transportation Coordinator is responsible for coordinating ride-sharing programs, providing useful transit information to tenants, and encouraging tenants to offer flexible work hours to minimize peak hour traffic congestion.
- (g) Traffic Studies: Traffic impact studies shall be submitted as part of the review process for any future construction on the Property and this Third Amendment shall be subject

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to the letter agreement between Unocal and the Village dated January 3, 1990 (attached hereto as Exhibit H). These studies need not be as comprehensive as the Barton--Aschman Traffic and Parking Impact Study for Unocal Properties (dated March, 1989). The studies shall compare the impact of each proposal with the original study and, where necessary, serve to update the original report. In addition, these additional studies shall provide details relevant to the particular proposal under consideration at that time. In no event, however, shall the results of such additional studies require an Owner to complete additional traffic improvements, incur additional costs, or otherwise assume additional obligations in respect to traffic improvements other than (i) those which are shown as required by the terms of this Third Amendment, (ii) those which are Internal Roads required by the specific site plan then being reviewed, or (iii) those which arise directly as a result of a change or changes in the size or location of the improvements as shown in the Development Plan.

8. Building Code Variations

- (a) Village agrees that for the term of this Third Amendment, and any extension hereof, an Owner or its authorized representatives, shall have the right to submit to the Village any building materials, methods, systems of construction, arrangements of materials or changes in building ordinances to determine the adaptability or safety of such materials, methods, systems, arrangements or building ordinances for building purposes, or to establish the safety qualifications of any substance for occupancy purposes. An Owner or its authorized representatives shall make application in writing setting forth the merits claimed, and the purposes desired, together with such laboratory tests, and other supporting data and/or comparable and appropriate sections of other recognized or established standards or codes and building ordinances as the applicant may be required to furnish.
- (b) Upon submittal by an Owner or its authorized representatives, of the aforesaid application for approval of new materials or methods, or for changes in the building code ordinance, and the receipt by the Village's Director of Building and Code Enforcement ("the Director") of said application, the Director may, within thirty, (30) days of receipt thereof, recommend approval of the aforesaid application for enactment

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and issuance of further amendments to the building ordinance. Upon recommendation of the Director, the Board of Trustees shall consider the enactment of the appropriate amendment to said building ordinance. Should the Director fail to recommend said amendments to the Board of Trustees within said thirty (30) day period, the Director shall provide the Owner or its authorized representatives with reasons for such refusal indicating any insufficient technical data or comparability of use, which deficiency may be remedied by the Owner or its authorized representatives. Upon remedy of such deficiency and resubmittal to the Director, the Director shall, within thirty (30) days of receipt thereof, recommend approval of the aforesaid application for enactment to the Board of Trustees as provided for above. Upon such recommendation, the Board of Trustees shall consider the enactment of the appropriate amendment to the building code ordinance. Should the Board of Trustees not enact such amendment, the Board shall supply Owner or its authorized representatives with reasons for its refusal to enact said ordinance.

- (c) Subject to its obligation to provide an Owner with reasons for its decision, Village retains the sole right and authority to approve or reject any such request.

9. Building Permits

Village agrees to issue building permits and/or land development permits for which an Owner or its authorized representatives apply, in conformance with Village of Schaumburg standard procedures applicable uniformly and applied non-discriminatorily throughout Village. Such permits shall be issued or denied (with grounds for the denial delivered to the applicant) within ninety (90) days after filing of the application.

10. Occupancy Permits

- (a) Village shall grant occupancy permits in multi-tenant office, retail, and commercial buildings on a unit-by-unit basis, provided that the unit or building to be occupied is completed in accordance with Village Building Codes and Ordinances.

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- (b) Village shall issue occupancy permits within ten (10) days of application therefor or issue a letter of denial within said period of time, or such reasonable time as is necessary, informing the applicant specifically as to the corrections necessary as a condition precedent to the issuance of an occupancy permit and designating the section of the Code or Ordinance relied upon by Village in its request for correction.

11. Energy and Communication

- (a) An Owner shall, at its sole discretion, grant easements within its parcel to public and private utility companies for the purpose of providing energy and communication for the development of said parcel. The Village agrees to cooperate with Owner in the granting of such easements should such cooperation become necessary.
- (b) An Owner may, at its option, establish independent internal communication and energy systems to serve the development of its Parcel, subject to full compliance with any and all federal, state and local statutes, ordinances and regulations which may govern the construction or use of such systems.

12. Development Plan; Detention Pond Conveyance; Water Main Easement; Storm Sewer Relocation

- (a) The Development Plan, attached hereto as Exhibit F, shall supersede and replace all prior development plans with regard to the Property.
- (b) That part of the Unocal Parcel described and depicted in Exhibit I hereto, which consists solely of stormwater management facilities for stormwater runoff from McConnor Parkway, a street under the jurisdiction and ownership of the Village, is hereby dedicated, quit claimed and conveyed by Unocal to the Village, and the Village does hereby accept such conveyance, subject to the following conditions and covenants:
- (i) The Village shall have no responsibility to maintain said stormwater management facilities at any time; and
 - (ii) For so long as Unocal is in title to any part of the Unocal Parcel, Unocal shall maintain said stormwater management facilities in the manner required by the

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Village's Subdivision Regulations and shall indemnify and hold the Village harmless from any claims arising out of its ownership of said property and the maintenance of the stormwater management facilities thereon; and

- (iii) From and after the date Unocal is no longer in title to any part of the Unocal Parcel, IKEA and its successors and assigns in title to the IKEA Parcel shall maintain said stormwater management facilities in the manner required by the Village's Subdivision Regulations and shall indemnify and hold the Village harmless from any claims arising out of its ownership of said property and the maintenance of the stormwater management facilities thereon in perpetuity.

This Paragraph 12(b) shall survive the termination of this Third Amendment, and the obligations stated herein shall be covenants running with the land of the Unocal Parcel and the IKEA Parcel, and shall be enforceable by the Village.

- (c) Upon the request of the Village, Unocal shall dedicate to the Village, without cost to the Village, an easement area 20 feet wide on and under that part of the Unocal Parcel lying immediately west of the wetland/detention pond area west of the IKEA Parcel for construction and maintenance of a water main and appurtenances thereto. Provided, however, if an alignment for said easement acceptable to the Village can be designated on the east side of said wetland/detention area, then said easement area may be relocated.
- (d) Prior to the issuance of a building permit for the IKEA parcel, the 12-inch storm sewer pipeline which, as of the date of this Third Amendment, extends from the existing detention pond on the eastern part of that portion of the Unocal Parcel lying west of the IKEA Parcel northeasterly across the northwest corner of the IKEA Parcel to a point within the right-of-way of the Northwest Tollway (I-90), shall be abandoned and replaced (by Unocal) with another pipeline which does not traverse the IKEA Parcel and which is designed and located in a manner reasonably acceptable to the Village Engineer.

13. Alcoholic Beverages

Upon application to the Village Liquor Commissioner by an Owner, its successors or assigns, for one or more liquor licenses, to be used on a parcel within the Property, the Village, from time to time, may

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issue a sufficient number of additional liquor licenses to enable the Village Liquor Commissioner, upon approval of the application, to issue the requested liquor licenses to such Owner, its successors or assigns.

14. Special Service Area

Subject to the opinion of the Village's Bond Counsel, the Village shall, upon request of the Owner, take all actions necessary to establish a Special Service Area ("SSA") encompassing all or part of the Property, as provided for herein, for the purposes of financing any of the improvements and contributions required of one or more Owners as provided herein, and shall issue bonds or incur other obligations therefor in accordance with the request of said Owner pursuant to the Special Service Area Tax Law (35 ILCS 200/27).

In the event an SSA is requested by an Owner to pay for a particular cost, and said cost is determined by the Village's Bond Counsel to be ineligible for payment by SSA, the Village shall be relieved of any obligation to create an SSA or adopt an additional levy in an existing SSA for that particular cost. Upon written notification of the Village to the requesting Owner that, in the opinion of Bond Counsel, an SSA levy cannot be available for the particular cost to be financed, the Owner shall pay its proportionate share of the said costs within thirty days.

15. Subdivision

Prior to the issuance of an occupancy permit for a newly constructed building within the Property, the Owner of the parcel on which the building was constructed shall submit to the Village an application for final Plat of Subdivision for such parcel which delineates the subject parcel as one or more separate lots and which illustrates and dedicates all public sidewalk, bike path and public utility easements for those portions of the site where both the paths and walks traverse onto private property as well as the right-of-way necessary for adjacent and internal public streets. The Village shall approve, execute, and submit said Plat for recording within sixty (60) days of its receipt. Any subsequent subdivision within the Property shall be in conformance with Village Subdivision Regulations, except as may be amended by the terms and conditions of this Third Amendment. No new Plat of Subdivision shall be required for a new development which is entirely within an existing subdivided lot.

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16. Remedies

Upon a breach of this Third Amendment, any Party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance or both, or may obtain rescission as to the non-performing Party for repudiation or material failure of performance. Notwithstanding the foregoing, before the failure of any Party to perform its obligations under this Third Amendment shall be deemed to be a breach of this Third Amendment, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform the alleged failure and shall demand performance. No breach of this Third Amendment may be found to have occurred if such performance has commenced to the satisfaction of the complaining party within thirty (30) days of receipt of such notice.

17. Benefit

This Third Amendment shall inure to the benefit of the Owners and their successors in any manner in title, and assigns, and shall be binding upon Village and the successor corporate authorities of Village and any successor municipality.

18. Term

- (a) The term of this Third Amendment shall be for twenty (20) years from the date first above stated. All amendments to ordinances, codes, and regulations required pursuant to this Third Amendment, unless otherwise provided, shall remain in effect for not less than the term of this Third Amendment; provided, however, Village agrees that during the term of this Third Amendment there shall be no increase in the amount of permit fees, inspection fees, license fees, sewer and water tap-on fees, or any other fees imposed by the Village which are applicable to or required to be paid by the Owners in connection with work on any part of the Property and that during such period no new permit fees or other similar fees will be imposed, which would be required to be paid in connection with or which would otherwise affect any portion of the Property. Notwithstanding the foregoing, Owners agree to pay any increase in such fees as aforesaid imposed by Village where such increase is not made arbitrarily, capriciously, or discriminatorily and where such increase is applied uniformly throughout Village.

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- (b) Any limitations in the Illinois Municipal Code in conflict with the provisions of this Agreement shall not be applicable, and as to all such provisions, Village hereby agrees to exercise its powers pursuant to the provisions of said Article VII, Section 6 of the Constitution of the State of Illinois. Village recognizes and agrees that the entry into this Third Amendment is upon the express reliance by Owners that the terms and provisions of this Third Amendment shall be valid for the term provided herein above.

19. Severability

In the event that any material portion of this Third Amendment shall be found to be invalid by any court of competent jurisdiction, such finding or invalidity as to that portion shall not affect the validity or enforceability of the balance of this Third Amendment.

20. Succession

The terms and provisions of this Third Amendment shall constitute a covenant running with the land in respect to the Property and shall be binding upon, inure to, extend to, and be for the benefit of the successors of the Parties and their assigns, successors and legal representatives, and upon successor corporate authorities of the Village and its successor municipalities. Upon execution by the Parties hereto, this Third Amendment shall be recorded in the Office of Recorder of Deeds of Cook County, Illinois.

21. Amendment

This Third Amendment and any exhibits attached hereto may be amended only by the mutual consent of the Parties, or their successors in title, by adoption of an ordinance or resolution by Village approving said amendment as provided by law, and the execution of said amendment by the Parties or their successors in title. The ordinances described in Paragraphs 3 and 4 hereof shall remain in force for the term of this Third Amendment and shall not be amended or repealed without the written approval of the Owners. However, nothing contained herein shall prevent the Village and an Owner, or its successors in title, from amending this Third Amendment with respect to that Owner's parcel, provided that said amendment in no way materially affects the rights or obligations of any other Owner. Furthermore, nothing herein shall prevent an Owner, or its successors in title, from requesting, and the

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Village from granting, rezoning or other zoning relief for any parcel within the Property without amendment of this Third Amendment.

22. Governing Law

This Third Amendment shall be governed by and construed in accordance with the laws of the State of Illinois.

23. Authority

Village and Owners warrant and represent that they have the power and authority to enter into this Third Amendment in the names, title, and capacities herein stated and on behalf of the entities represented or purported to be represented by such parties and that all formal requirements necessary or required by any municipal, state, or federal rules, regulations, orders, decrees, ordinances, and laws in order for them to enter into this Third Amendment have been fully satisfied.

24. Time

Time is of the essence of this Third Amendment, and all documents, agreements, and contracts executed pursuant hereto.

25. Inconsistent Provisions

Any provisions or requirements of this Third Amendment or the Ordinances referenced in Paragraphs 3 and 4 hereof shall overrule, repeal and invalidate any inconsistent or contradicting provisions of another Village ordinance, regulation, agreement, policy, or requirement as such provision applies to the zoning classification or development of the Property. In the event of any inconsistency or contradiction between this Third Amendment and the Ordinances referenced in Paragraphs 3 and 4 hereof, the Ordinances shall be controlling, provided, however, no amendment to said Ordinances shall be controlling over this Third Amendment.

26. Entire Agreement

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This Third Amendment supersedes all prior agreements, negotiations and exhibits by the Parties with respect to the Property, specifically including the Annexation Agreement, the First Amendment and the Second Amendment, and is a full integration and statement of the entire agreement of the Parties.

27. Certificates

Any Party, or its successors and assigns, may request and obtain from any other Party, or its successors and assigns, a letter or certificate stating (1) whether this Third Amendment and the Ordinances referenced in Paragraphs 3 and 4 are in full force and effect, (2) which covenants and requirements of this Third Amendment and said Ordinances have been performed, (3) that no Party is in default of its obligations under this Third Amendment or said Ordinances, or, if a Party is in default, the nature and extent of such default, and (4) the nature and extent of any amendment or modification to this Third Amendment or said Ordinances, and such other information which may reasonably be requested.

28. Counterparts and Duplicate Originals

This Third Amendment may be executed in any number of counterparts and duplicate originals, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

29. Independent Obligations

The Village agrees that the obligations of each Owner hereunder are several and not joint and several. Once an Owner has paid its contribution in respect to a specific cost, said Owner shall have no further obligation with regard to said cost. The Village shall not look to an Owner for payment of another Owner's obligations, which obligations shall be separate and distinct from the obligation of the other Owners.

30. Declaration Release

The Parties hereby agree, state and direct that the IKEA Parcel be, and the same hereby is, released from all benefits, burdens, rights and obligations accruing to it under the "Declaration by Union Oil Company, A California Corporation, Route 58 Corporation, A Delaware Corporation, and Unocal Land and Development Company, A California Corporation, of Covenants, Conditions and Restrictions for

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Unocal's Schaumburg Office/Commercial Development" recorded with the Recorder of Deeds for Cook County, Illinois on May 10, 1993 as Document No. 93350375, and that said Declaration is without force or effect as to the IKEA Parcel. This Paragraph 30 shall survive the termination of this Third Amendment.

31. General Provisions

- (a) Total Contributions. The fees and contributions set forth in this Third Amendment and the Ordinance passed pursuant hereto shall be the only fees and contributions to the Village required for the development of the Property in accordance with the terms of this Third Amendment, other than standard permit application fees and inspection fees required by ordinances of the Village, which shall be required for development of the Property.
- (b) General Village Services. From and after the execution of this Third Amendment, the Village shall, within its financial limitations and using its best efforts from time to time, provide, on a basis comparable to and not less favorable than that applicable to other areas of Village, all services for the Property and the occupants and properties located therein of the same kind, character and quality which are at any such time provided for other areas of Village.
- (c) Exculpation and Material Breach by Owner. Village and Owner agree that no parent, subsidiary, trustee, officer, employer or stockholder of any corporate Party hereto, and no disclosed or undisclosed principal of any Party hereto, and no trustee under any land trust (herein referred to as "Trustee"), shall be liable in the event of any default under this Third Amendment, and the same are hereby expressly released and relieved from any and all personal liability or responsibility in connection with such defaults. With respect to any Trustee, comprising one of the parties hereto, or, at any time one of the record owners of the Property, it is expressly agreed and understood by and between the Parties hereto, anything herein to the contrary notwithstanding, that each and all of the obligations and agreements in this Third Amendment while in form purporting to be the obligations and agreements of the Trustee as a party hereto, or as a record owner, from time to time, of a parcel within the Property, are nevertheless and each and every

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one of them, made and intended not as obligations and agreements of said Trustee or for the purpose or with the intention of binding said Trustee personally, and this Third Amendment is executed and delivered by, and shall be binding upon, any such Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee. Notwithstanding anything contained herein to the contrary, the exculpation clause of this Paragraph 30 (c) shall not in any way affect the parcels comprising the Property and shall not relieve the Owners from liability hereunder. In the event that an Owner defaults in its obligations created under this Agreement, Village may enforce any obligations created hereunder against the real estate which is owned by the defaulting Party within the Property.

- (d) Stop Orders. Village shall not issue any stop orders directing work stoppage on buildings or other parts of any development on the Property without giving two (2) days prior written notice, except in those situations where Village reasonably determines that continuing work will result in bodily injury or harm to persons or to applicant for the building permit relating to any proposed Stop Order, in the manner provided for herein, of the section of the Code or Ordinance allegedly violated.
- (e) Assignment and Waiver of Rights. Owners shall have the right to sell, assign, convey, transfer, or encumber its rights in and to any portion or portions of the Property; provided, however, that during the period of development of any such portion or portions of the Property, Owners shall retain control of the development of the Property. This control may be accomplished in respect to the Property by recording declarations of covenants, conditions, and restrictions as to the use and occupancy of said property, which have been approved by Village. Nothing herein set forth shall permit the development of any portion of the Property in any manner contrary to plans approved by the Village as reflected in the Development Plan and the Zoning Ordinances set forth in Paragraphs 3 and 4 hereof, as same are applied to the Property, without the consent of Village. If a portion of the Property is sold, the Owner thereof shall be deemed to have assigned to the purchaser any and all rights and obligations it may have under this Third Amendment which affect the portion of the Property sold or conveyed, and thereafter the Owner shall have no further obligation under this Third Amendment as it relates to the portion of the Property conveyed.

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- (f) Notice. Any notice or demand hereunder from any Party hereto to another Party hereto shall be in writing and shall be deemed duly served if personally delivered, mailed by prepaid registered or certified mail, return receipt requested or delivered by an overnight private carrier which obtains a receipt upon delivery, addressed as follows:

If to Village: Village of Schaumburg
101 Schaumburg Court
Schaumburg, Illinois 60172
Attention: Village Manager

with copy to: Altheimer & Gray
10 South Wacker Drive, Suite 400
Chicago, Illinois 60603
Attention: Jack M. Siegel

If to the Unocal: Unocal Real Estate Division
1201 West 5th Street
Los Angeles, California 90051
Attention: Richard K. Jemison President

with copy to: Unocal Corporation
1201 West 5th Street
Los Angeles, California 90051
Attention: Maricela Mozqueda
Associate Counsel

and to: Schiff Hardin & White
7200 Sears Tower
Chicago, Illinois 60606
Attention: Charles R. Staley or Janet M. Johnson

If to CCO: Alan Bobman
Regional Vice President
Developers Diversified Realty Corp.
34555 Chagrin Boulevard
Chagrin Falls, OH 44022

with copy to: Joan Allgood, Esq.
General Counsel
Developers Diversified Realty Corp.
34555 Chagrin Boulevard
Chagrin Falls, OH 44022

and to: Polsky & Riordan Ltd.
205 N. Michigan Av. Suite 3909
Chicago, Illinois 60601
Attn: Mary J. Riordan or Patricia B. Gregory

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If to IKEA: IKEA Property, Inc.
Plymouth Commons
496 W. Germantown Pike
Plymouth Meeting, PA 19462
Attention: President

with copy to: Toll, Ebby, Langer & Marvin
Two Logan Square, 18th Floor
Philadelphia, PA 19103
Attention: David J. Larsson

and to: Ancel, Glink, Diamond, Cope & Bush, P.C.
140 S. Dearborn Street
Suite 600
Chicago, IL 60603
Attention: Gregory L. Dose

If to Roosevelt: Roosevelt University
430 South Michigan Avenue
Room 806
Chicago, Illinois 60605
Attention: John E. Allerson

with copy to: McBride, Baker & Coles
500 W. Madison Street
40th Floor
Chicago, Illinois 60661
Attention: Anthony L. Frink

or to such address as any Party may from time to time designate by notice to the other Parties; provided, however, that no notice of a change of an address or addressee for notices shall be effective until actually received. Notwithstanding anything to the contrary contained herein, any notice sent by the Village Building Department which is a stop order on any building construction shall be sent to the applicant of the Building Permit for which such stop order is being sent, in addition to the Parties above.

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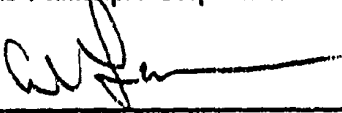
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IN WITNESS WHEREOF this Third Amended and Restated Annexation Agreement was executed on behalf of the Parties hereto on the date first above written.

THE VILLAGE OF SCHAUMBURG,
an Illinois Municipal Corporation

By: 
President

Attest: 
Village Clerk

UNION OIL COMPANY OF CALIFORNIA,
a California corporation,
dba Unocal

By: _____

Attest: _____


UNOCAL LAND &
DEVELOPMENT COMPANY,
a California corporation

By: _____

Attest: _____

IKEA PROPERTY, INC.
a Delaware corporation

By: 
President

Attest: 
Vice President

ROOSEVELT UNIVERSITY,
an Illinois not-for-profit corporation

By: _____
Its _____

Attest: _____
Its _____

COMMUNITY CENTERS ONE, LLC,
a Delaware limited liability company

By: _____
Its _____

Attest: _____
Its _____

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Property of Cook County Clerk's Office

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THE VILLAGE OF SCHAUMBURG,
an Illinois Municipal Corporation

By: _____
President

Attest: _____
Village Clerk

UNION OIL COMPANY OF CALIFORNIA,
a California corporation,
dba Unocal

By: P. A. Ellis
P. A. Ellis
Manager, Support Services
Real Estate Sales & Development

Attest: Robert Schiav
Robert Schiav
Assistant Secretary

UNOCAL LAND &
DEVELOPMENT COMPANY,
a California corporation

By: R. K. Jamison
R. K. Jamison
President

Attest: R. L. Walton
R.L. WALTON
Assistant Secretary

IKEA PROPERTY, INC.
a Delaware corporation

By: _____
President

Attest: _____
Vice President

ROOSEVELT UNIVERSITY,
an Illinois not-for-profit corporation

By: _____
Its _____

Attest: _____
Its _____

COMMUNITY CENTERS ONE, LLC,
a Delaware limited liability company

By: _____
Its _____

Attest: _____
Its _____

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Property of Cook County Clerk's Office

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THE VILLAGE OF SCHAUMBURG,
an Illinois Municipal Corporation

By: _____
President

Attest: _____
Village Clerk

UNION OIL COMPANY OF CALIFORNIA,
a California corporation,
dba Unocal

By: _____

Attest: _____

UNOCAL LAND &
DEVELOPMENT COMPANY,
a California corporation

By: _____

Attest: _____

IKEA PROPERTY, INC.
a Delaware corporation

By: _____
President

Attest: _____
Vice President

ROOSEVELT UNIVERSITY,
an Illinois not-for-profit corporation

By: John E. Allerson
As Vice President for Business & Finance

Attest: Robert L. Lindholm
Its Asst. Vice President
Financial Services

COMMUNITY CENTERS ONE, LLC,
a Delaware limited liability company

By: _____
Its _____

Attest: _____
Its _____

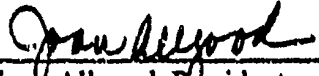
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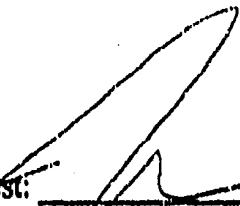
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COMMUNITY CENTERS ONE L.L.C.
a Delaware limited liability company
By DD Community Centers One, Inc.
Its Managing Member

By: 
Joan Allgood, President

Attest: 
Loren F. Henry, Secretary

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STATE OF ILLINOIS)

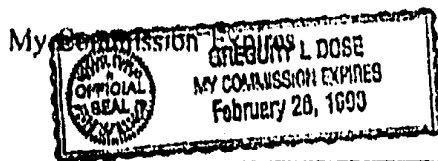
) ss

COUNTY OF COOK)

I, Gregory L. Dose, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Al Larson and Penny Dietrich, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as President and Clerk of the Village of Schaumburg, respectively 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 Village, for the uses and purposes set forth therein; and the said Village Clerk then and there acknowledged that she, as custodian of the corporate seal of said Corporation, did affix the corporate seal of said Village to said instrument, as her own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes set forth therein.

Witness my hand and notarial seal this 21st day of December 1993

Gregory L. Dose
Notary Public



(SEAL)

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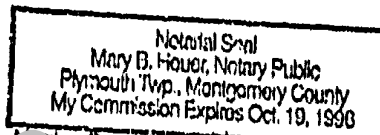
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STATE OF Pennsylvania)
) ss
COUNTY OF Montgomery)

I, Mary B. Hauer, a Notary Public in and for the county and state aforesaid, do hereby certify that Michael McDonald and Patrick Smith, personally known to me to be the President and Vice President of IKEA Property, Inc., a Delaware corporation, appeared before me this day and acknowledged that they signed and delivered the foregoing instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes set forth therein.

WITNESS my hand and official seal this 15th day of December, 1995



Mary B. Hauer
Member, Pennsylvania Association of Notaries

Notary Public

My Commission Expires: Oct. 19, 1996

(SEAL)

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STATE OF CALIFORNIA |

COUNTY OF LOS ANGELES | 88.

ON DECEMBER 15, 1995 BEFORE ME, HEIDI A. WOLLNER, NOTARY PUBLIC
PERSONALLY APPEARED P. A. ELLIS
PERSONALLY KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN
INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME IN HER AUTHORIZED
CAPACITY, AND THAT BY HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY
UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS my hand and official seal.

Heidi A. Wollner
NOTARY'S SIGNATURE



ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

DESCRIPTION OF ATTACHED DOCUMENT:

TITLE OR TYPE OF DOCUMENT: Third Amended and Restated Annexation Agreement For

Unocal Property Schaumburg, Illinois

NUMBER OF PAGES: 103 Pages DATE OF DOCUMENT: 12/12/95

CAPACITY OF SIGNER: Manager, Support Services, Real Estate Sales & Development

SIGNER REPRESENTS: Unocal Company of California

SIGNER(S) OTHER THAN NAMED ABOVE: R. K. Jamison, President, Unocal Land & Dev. Co.

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Property of Cook County Clerk's Office

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STATE OF CALIFORNIA |

COUNTY OF LOS ANGELES | 33.

ON DECEMBER 19, 1995 BEFORE ME, HEIDI A. WOLLNER, Notary Public
PERSONALLY APPEARED ROBERT SCHLAX
PERSONALLY KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN
INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED
CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY
UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS my hand and official seal.

Heidi A. Wollner
NOTARY'S SIGNATURE



ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

DESCRIPTION OF ATTACHED DOCUMENT:

TITLE OR TYPE OF DOCUMENT: Third Amended and Restated Annexation Agreement For
Unocal Property, Schaumburg, Illinois

NUMBER OF PAGES: 103 pages DATE OF DOCUMENT: 12/12/95

CAPACITY OF SIGNER: Assistant Secretary

SIGNER REPRESENTS: Union Oil Company of California

SIGNER(S) OTHER THAN NAMED ABOVE: R. K. Jamison, ULDC & P. A. Ellis, Union Oil

(2 sets of same document signed.)

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Property of Cook County Clerk's Office

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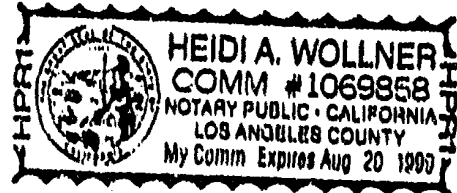
STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ON DECEMBER 15, 1995 BEFORE ME, HEIDI A. WOLLNER, NOTARY PUBLIC,
PERSONALLY APPEARED R. K. JEMISON, PERSONALLY KNOWN TO ME TO BE THE PERSON WHOSE
NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE
SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR
THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS my hand and official seal.

Heidi A. Wollner
NOTARY'S SIGNATURE



ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could
prevent fraudulent attachment of this certificate to unauthorized document.

DESCRIPTION OF ATTACHED DOCUMENT:

TITLE OR TYPE OF DOCUMENT: Third Amended And Restated Annexation Agreement For

Unocal Property Schaumburg, Illinois

NUMBER OF PAGES: 103 pages DATE OF DOCUMENT: December 12, 1995

CAPACITY OF SIGNER: President

SIGNER REPRESENTS: Unocal Land & Development Company

SIGNER(S) OTHER THAN NAMED ABOVE: P. A. Ellis, Manager, Support Services, Union

Oil Company of California

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. E907

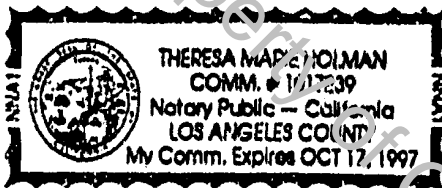
State of CALIFORNIA

County of LOS ANGELES

On December 19, 1995 before me, THERESA MARIE HOLMAN
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared R. L. WALTON
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ 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.



WITNESS my hand and official seal.

Theresa Marie Holman
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☒ CORPORATE OFFICER
Assistant Secretary
TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

THIRD AMENDED AND RESTATED ANNEXATION
AGREEMENT FOR UNOCAL PROPERTY
SCHAUMBURG, ILLINOIS

TITLE OR TYPE OF DOCUMENT

-112-

NUMBER OF PAGES

December 12, 1995

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

UNOCAL LAND & DEVELOPMENT COMPANY,
UNION OIL COMPANY OF CALIFORNIA, dba UNOCAL;
COMMUNITY CENTERS ONE, LLC; ROOSEVELT UNIVERSITY; IKEA Property, Inc.; and/VILLAGE OF
SCHAUMBURG

SIGNER(S) OTHER THAN NAMED ABOVE

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STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

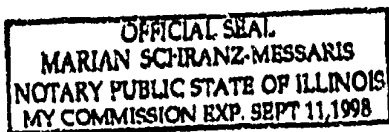
I, MARIAN SCHIRANZ-MESSARIS a Notary Public in and for the county and state aforesaid, do hereby certify that JOHN E. ALLERSON and ROBERTA LINDENTHALER, personally known to me to be the Vice President for Business & Finance and ASST. VICE PRESIDENT FINANCIAL SERVICES of Roosevelt University, an Illinois not-for-profit corporation, appeared before me this day and acknowledged that they signed and delivered the foregoing instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes set for therein.

WITNESS my hand and official seal this 15th day of December, 1995.

Marian Schiranz-Messariss
Notary Public

My Commission Expires: 9-11-98

(SEAL)



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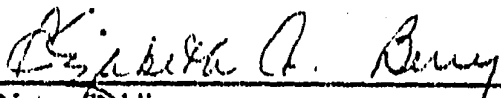
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STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Joan Allgood and Loren F. Henry, President and Secretary respectively, of DD Community Centers One, Inc., the Managing Member of COMMUNITY CENTERS ONE L.L.C., the limited liability company which executed the foregoing instrument, who acknowledged that they did execute the foregoing instrument on behalf of said limited liability company and that the same is their free and voluntary act and deed as President and Secretary of DD Community Centers One, Inc., managing member of said limited liability company, and is the free act and deed of said limited liability company for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal at Moreland Hills, Ohio, this 18th day of December, 1995.


Notary Public **ELIZABETH A. BERRY**
Notary Public, State of Ohio, Cuyahoga County
My Commission Expires Mar. 8, 1998

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Third Amended and Restated Annexation Agreement

Index of Exhibits

- A. Annexation Parcel depiction
- B. Unocal Parcel legal description
- C. IKEA Parcel legal description
- D. CCO Parcel legal description
- E. Roosevelt Parcel legal description
- F. Development Plan
- G. IKEA Zoning Ordinance
- H. Traffic Impact Study Letter Agreement
- I. McConnor Parkway Stormwater Facilities

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CAMEROS

Prepared By:
AMIRO'S
411 South Wabash Street
Chicago, Illinois 60607
(312) 872-9716
Planning, Zoning,
Economic Development
and Landmarks Architecture

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EXHIBIT B UNOCAL PARCEL LEGAL DESCRIPTION

THAT PART OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 12; THENCE N 89° 57' 41" E ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 12 A DISTANCE OF 819.02 FEET TO THE POINT OF BEGINNING; THENCE S 12° 46' 51" W 571.11 FEET TO THE NORTHERLY LINE OF MCCONNOR PARKWAY, DEDICATED FOR PUBLIC STREET PER DOCUMENT 87579086; THENCE WESTERLY ALONG SAID NORTHERLY LINE OF MCCONNOR PARKWAY, SAID LINE BEING A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1100.00 FEET, AN ARC DISTANCE OF 727.83 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 714.63 FEET AND A BEARING OF N 88° 33' 58" W; THENCE S 72° 28' 43" W ALONG SAID NORTHERLY LINE 200.00 FEET TO A POINT OF CURVATURE; THENCE CONTINUING WESTERLY ALONG SAID NORTHERLY LINE, SAID LINE BEING A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 550.00 FEET, AN ARC DISTANCE OF 363.39 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 356.82 FEET, AND A BEARING OF N 88° 35' 36" W; THENCE N 69° 40' 02" W ALONG SAID NORTHERLY LINE 96.48 FEET; THENCE N 58° 21' 25" W ALONG SAID NORTHERLY LINE 112.18 FEET; THENCE WESTERLY ALONG SAID NORTHERLY LINE, SAID LINE BEING A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1981.86 FEET, AN ARC DISTANCE OF 443.49 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 442.57 FEET AND A BEARING OF N 76° 04' 32" W; THENCE N 52° 34' 12" W ALONG SAID NORTHERLY LINE 30.00 FEET TO THE EAST LINE OF MEACHAM ROAD; THENCE NORTHERLY ALONG SAID EAST LINE OF MEACHAM ROAD, PER DOCUMENT 88501280, THE FOLLOWING FIVE COURSES: N 03° 21' 48" E 241.23 FEET; S 87° 12' 56" E 15.00 FEET; N 05° 09' 05" E 367.47 FEET; N 86° 01' 43" W 25.00 FEET; N 03° 58' 17" E 185.89 FEET TO THE SOUTHERLY LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY AFORESAID; THENCE S 80° 50' 18" E ALONG SAID SOUTHERLY LINE 1596.75 FEET; THENCE S 09° 09' 42" W ALONG SAID SOUTHERLY LINE 25.00 FEET; THENCE S 80° 50' 18" E ALONG SAID SOUTHERLY LINE 427.13 FEET; THENCE S 12° 46' 51" W 74.61 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS. [Area Located North of McConnor Parkway, West of IKEA Parcel]

and

THAT PART OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST, AND THAT PART OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 12; THENCE N 89° 57' 41" E ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 12, 819.02 FEET; THENCE N 12° 46' 51" E 74.61 FEET TO THE SOUTHERLY LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY (82.5 FEET WIDE), PER

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DOCUMENT 17612975; THENCE S 80° 50' 18" E ALONG SAID SOUTHERLY LINE, 455.04 FEET TO THE POINT OF INTERSECTION WITH SAID EAST-WEST CENTER LINE OF SECTION 12; THENCE N 89° 57' 41" E ALONG SAID EAST-WEST CENTERLINE, SAID LINE BEING ALSO THE SOUTHERLY LINE OF SAID NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY, 217.66 FEET TO THE SOUTHERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY RIGHT OF WAY PER DOCUMENT 17362955; THENCE S 65° 59' 39" E ALONG SAID SOUTHERLY LINE, 243.18 FEET; THENCE S 50° 56' 22" E ALONG SAID SOUTHERLY LINE, 461.41 FEET; THENCE S 55° 09' 41" E ALONG SAID SOUTHERLY LINE, 69.20 FEET TO THE WESTERLY LINE OF ILLINOIS ROUTE 53 PER DOCUMENT 20885774; THENCE S 25° 47' 03" E ALONG SAID WESTERLY LINE, 485.57 FEET TO THE POINT OF BEGINNING;

THENCE S 63° 14' 20" E 520.08 FEET ALONG SAID WESTERLY LINE; THENCE S 17° 15' 09" E 184.32 FEET ALONG SAID WESTERLY LINE; THENCE N 86° 35' 40" E 85.49 FEET ALONG SAID WESTERLY LINE; THENCE S 4° 00' 28" W 401.27 FEET ALONG SAID WESTERLY LINE, TO THE NORTHERLY LINE OF MC CONNOR PARKWAY, DEDICATED FOR PUBLIC STREET PER DOCUMENT 87579086; THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE OF MC CONNOR PARKWAY, SAID LINE BEING A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 600.00 FEET, AN ARC DISTANCE OF 966.35 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 865.24 FEET AND A BEARING OF N 42° 11' 34" W; THENCE N 1° 40' 02" E 164.44 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS. [McConnor Detention Parcel]

and
LOTS 2, 3 AND 4 IN WOODFIELD VILLAGE GREEN WOODFIELD-76 SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE FRACTIONAL SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 26, 1993 AS DOCUMENT NO. 93580462, IN COOK COUNTY, ILLINOIS, BUT EXCLUDING THEREFROM THAT PART OF SAID LOT 2 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTH 72 DEGREES, 28 MINUTES, 43 SECONDS EAST ALONG THE NORTH LINE OF LOT 2, SAID LINE BEING ALSO THE SOUTH LINE OF MCCONNOR PARKWAY, DEDICATED FOR PUBLIC STREET PER DOCUMENT 87579086, A DISTANCE OF 156.80 FEET TO A POINT OF CURVATURE; THENCE CONTINUING EASTERLY ALONG SAID NORTH LINE OF LOT 2 AND SAID SOUTH LINE OF MCCONNOR PARKWAY, SAID LINE BEING A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1000.00 FEET, AN ARC DISTANCE OF 963.96 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 927.07 FEET, AND A BEARING OF SOUTH 79 DEGREES, 54 MINUTES, 21 SECONDS EAST; THENCE SOUTH 52 DEGREES, 17 MINUTES, 26 SECONDS EAST LONG SAID NORTH LINE OF LOT 2 AND SAID SOUTH LINE OF MCCONNOR PARKWAY, A DISTANCE OF 260.31 FEET; THENCE SOUTH 37 DEGREES, 42 MINUTES, 34 SECONDS EAST, 342.00 FEET; THENCE SOUTH 30 DEGREES, 26 MINUTES, 10 SECONDS WEST,

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126.02 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 740.00 FEET, AN ARC DISTANCE OF 175.48 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 175.07 FEET AND A BEARING OF SOUTH 23 DEGREES, 38 MINUTES, 34 SECONDS WEST; THENCE SOUTH 16 DEGREES, 50 MINUTES, 57 SECONDS WEST, 198.03 FEET; THENCE SOUTH 89 DEGREES, 35 MINUTES, 01 SECONDS WEST, 73.23 FEET; THENCE SOUTH 0 DEGREES, 24 MINUTES, 59 SECONDS EAST, 60.00 FEET TO THE SOUTH LINE OF SAID LOT 2, SAID POINT BEING ALSO A NORTHEAST CORNER OF LOT 1 IN SAID WOODFIELD VILLAGE GREEN WOODFIELD-76 SUBDIVISION; THENCE SOUTH 89 DEGREES, 33 MINUTES, 06 SECONDS WEST ALONG SAID SOUTH LINE OF LOT 2 AND SAID NORTH LINE OF LOT 1, A DISTANCE OF 222.62 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE OF LOT 2 AND SAID NORTH LINE OF LOT 1, SOUTH 87 DEGREES, 48 MINUTES, 43 SECONDS WEST, 611.35 FEET; THENCE NORTH 0 DEGREES, 50 MINUTES, 28 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 2, BEING ALSO THE EAST LINE OF LOT 1, A DISTANCE OF 677.86 FEET; THENCE NORTH 7 DEGREES, 07 MINUTES, 39 SECONDS EAST ALONG SAID WEST LINE OF LOT 2 AND SAID EAST LINE OF SAID LOT 1, A DISTANCE OF 288.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS. [Area located South of McConnor Parkway]

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EXHIBIT C IKEA PARCEL LEGAL DESCRIPTION

THAT PART OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 12; THENCE N 89° 57' 41" E ALONG SAID EAST-WEST CENTERLINE, 819.02 FEET TO THE POINT OF BEGINNING; THENCE N 12° 46' 51" E 74.61 FEET TO THE SOUTHERLY LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY (82.5 FEET WIDE), PER DOCUMENT 17612975, THENCE S 80° 50' 18" E ALONG SAID SOUTHERLY LINE, 455.04 FEET TO THE POINT OF INTERSECTION WITH SAID EAST-WEST CENTER LINE OF SECTION 12; THENCE N 89° 57' 41" E ALONG SAID EAST-WEST CENTERLINE, SAID LINE BEING ALSO THE SOUTHERLY LINE OF SAID NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY, 217.66 FEET TO THE SOUTHERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY RIGHT OF WAY PER DOCUMENT 17352955; THENCE S 65° 59' 39" E ALONG SAID SOUTHERLY LINE, 243.18 FEET; THENCE S 50° 56' 22" E ALONG SAID SOUTHERLY LINE, 461.41 FEET; THENCE S 55° 09' 41" E ALONG SAID SOUTHERLY LINE, 69.20 FEET TO THE WESTERLY LINE OF ILLINOIS ROUTE 53 PER DOCUMENT 20885774; THENCE S 25° 47' 03" E ALONG SAID WESTERLY LINE, 485.57 FEET; THENCE S 1° 40' 02" W 164.44 FEET TO THE NORTHERLY LINE OF MC CONNOR PARKWAY, DEDICATED FOR PUBLIC STREET PER DOCUMENT 87579086; THENCE WESTERLY ALONG SAID NORTHERLY LINE OF MC CONNOR PARKWAY, SAID LINE BEING A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 600.00 FEET, AN ARC DISTANCE OF 225.26 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 223.93 FEET AND A BEARING OF S 80° 54' 44" W; THENCE S 70° 09' 25" W ALONG SAID NORTHERLY LINE, 200.00 FEET TO A POINT OF CURVATURE; THENCE CONTINUING WESTERLY ALONG SAID NORTHERLY LINE, SAID LINE BEING A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 550.00 FEET, AN ARC DISTANCE OF 552.46 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 529.53 FEET, AND A BEARING OF N 81° 04' 00" W; THENCE N 52° 17' 26" W ALONG SAID NORTHERLY LINE, 545.37 FEET TO A POINT OF CURVATURE; THENCE CONTINUING WESTERLY ALONG SAID NORTHERLY LINE, SAID LINE BEING A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1100.00 FEET AN ARC DISTANCE OF 332.93 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 331.26 FEET, AND A BEARING OF N 60° 57' 02" W; THENCE N 12° 46' 51" E 571.11 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT D CCO PARCEL LEGAL DESCRIPTION

That part of the East Half of the Southwest Quarter and the West Half of the Southeast Quarter of Section 12, Township 41 North, Range 10 East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of the East Half of the Southwest Quarter of said Section 12; thence North 0 degrees 21 minutes 42 seconds East along the West line of the Southwest Quarter of said Section 12 a distance of 230.32 feet; thence South 89 degrees 37 minutes 50 seconds East 70.00 feet to a point in the East line of Meacham Road according to the Plat thereof recorded as Document No. 91629948, and according to a Warranty Deed recorded April 27, 1990, as Document No. 90193025, for a Place of Beginning; thence South 89 degrees 37 minutes 50 seconds East along said Meacham Road Right-of-Way line a distance of 30.00 feet to a bend point in said Right-of-Way line; thence North 0 degrees 21 minutes 42 seconds East along said Right-of-Way line a distance of 775.93 feet to a bend point; thence North 1 degree 03 minutes 22 seconds East along said Right-of-Way line a distance of 328.45 feet to a bend point, said point being the North line of Parcel 0022B according to said Document No. 91629948; thence North 0 degrees 28 minutes 35 seconds East along the East Right-of-Way line of said Meacham Road, according to the Plat thereof recorded October 31, 1988, as Document No. 88501280, a distance of 724.31 feet to a bend point; thence North 0 degrees 40 minutes 03 seconds East along said Right-of-Way line a distance of 75.69 feet to a point of intersection of said East Right-of-Way line of Meacham Road and the Southerly Right-of-Way line of McConnor Parkway, according to the Plat thereof recorded October 27, 1987, as Document No. 87579086; thence South 85 degrees 12 minutes 52 seconds East along said Southerly line a distance of 127.60 feet; thence continuing Southeasterly along said Southerly line, being the arc of a curve, being concave to the Southwest, having a radius of 1859.86 feet, having a chord bearing of South 74 degrees 20 minutes 27 seconds East, a distance of 304.67 feet to a Point of Tangency; thence continuing along said Southerly line of McConnor Parkway South 69 degrees 39 minutes 02 seconds East 206.47 feet to a Point of Curvature; thence continuing Easterly along said Southerly line, being the arc of a curve, being concave to the North, having a radius of 650.00 feet, having a chord bearing of South 88 degrees 34 minutes 36 seconds East, a distance of 429.47 feet to a Point of Tangency; thence continuing along said Southerly line of McConnor Parkway North 72 degrees 29 minutes 43 seconds East 33.20 feet; thence departing from said Southerly line South 0 degrees 51 minutes 30 seconds West 288.00 feet; thence South 7 degrees 08 minutes 49 seconds West 121.40 feet; thence South 0 degrees 51

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minutes 30 seconds West 677.76 feet; thence North 87 degrees 49 minutes 53 seconds East 146.74 feet to a point in the West line of that property described in Document #17271150, being the "Route 58 Corporation" property; thence South 2 degrees 05 minutes 58 seconds East along said West line a distance of 800.00 feet to a point in the North line of Golf Road as widened by Document No. 20885775; thence South 87 degrees 49 minutes 53 seconds West along said North line of Golf Road a distance of 1237.22 feet to a point in the East line of aforesaid Meacham Road, according to the plat thereof recorded as Document No. 91629948; thence North 22 degrees 14 minutes 15 seconds West along said East line a distance of 67.88 feet to a bend point in said East line; thence North 0 degrees 21 minutes 42 seconds East along said East line a distance of 125.00 feet to the Place of Beginning; said parcel of land herein described contains 50.421 acres, more or less, all in Cook County, Illinois.

ALSO:

That part of the Southeast Quarter of Section 12, Township 41 North, Range 10 East of the Third Principal Meridian, described as follows:

Beginning at the Northwest corner of Lot 3 in Century Centre Subdivision, being a subdivision in said Southeast Quarter of Section 12, according to the plat thereof recorded November 14, 1984, as Document No. 27336946; thence Westerly along the arc of a curve, being concave to the South, having a radius of 238.50 feet, having a chord bearing of North 85 degrees 46 minutes 09 seconds West, a distance of 8.29 to a point in the East line of that property described in Document #17271150, being the "Route 58 Corporation" property; thence North 2 degrees 05 minutes 58 seconds West along said East line a distance of 70.24 feet; thence Easterly along the arc of a curve, being concave to the South, having a radius of 328.50 feet, having a chord bearing of South 86 degrees 57 minutes 25 seconds East, a distance of 10.67 feet to the Southwest corner of Lot 1 in said Century Centre Subdivision; thence South 0 degrees 23 minutes 49 seconds East along the West line of said Century Centre Subdivision a distance of 75.26 feet to the Place of Beginning; said parcel of land herein described contains 0.015 acre, more or less, all in Cook County, Illinois.

THE FOREGOING PROPERTY IS ALSO DESCRIBED AS:

Lot 1 in Woodfield Village Green Woodfield-76 Subdivision, being a subdivision of that part of the Southwest Quarter and the Southeast Quarter of Section 12, Township 41 North, Range 10 East of the Third Principal Meridian, and part of the fractional Southwest Quarter of Section 7, Township 41 North, Range 11 East of the Third Principal Meridian, recorded July 26, 1993 as Document No. 93580462, in Cook County, Illinois.

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EXHIBIT E ROOSEVELT PARCEL LEGAL DESCRIPTION

THAT PART OF LOT 2 IN WOODFIELD VILLAGE GREEN WOODFIELD-76 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE FRACTIONAL SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 26, 1993 AS DOCUMENT NO. 93580462, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTH 72 DEGREES, 28 MINUTES, 43 SECONDS EAST ALONG THE NORTH LINE OF LOT 2, SAID LINE BEING ALSO THE SOUTH LINE OF MCCONNOR PARKWAY, DEDICATED FOR PUBLIC STREET PER DOCUMENT 87579086, A DISTANCE OF 166.80 FEET TO A POINT OF CURVATURE; THENCE CONTINUING EASTERLY ALONG SAID NORTH LINE OF LOT 2 AND SAID SOUTH LINE OF MCCONNOR PARKWAY, SAID LINE BEING A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1000.00 FEET, AN ARC DISTANCE OF 963.96 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 927.07 FEET, AND A BEARING OF SOUTH 79 DEGREES, 54 MINUTES, 21 SECONDS EAST; THENCE SOUTH 52 DEGREES, 17 MINUTES, 26 SECONDS EAST LONG SAID NORTH LINE OF LOT 2 AND SAID SOUTH LINE OF MCCONNOR PARKWAY, A DISTANCE OF 260.31 FEET; THENCE SOUTH 37 DEGREES, 42 MINUTES, 34 SECONDS EAST, 342.00 FEET; THENCE SOUTH 30 DEGREES, 26 MINUTES, 10 SECONDS WEST, 126.02 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 740.00 FEET, AN ARC DISTANCE OF 175.48 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 175.07 FEET AND A BEARING OF SOUTH 23 DEGREES, 38 MINUTES, 34 SECONDS WEST; THENCE SOUTH 16 DEGREES, 50 MINUTES, 57 SECONDS WEST, 198.03 FEET; THENCE SOUTH 89 DEGREES, 35 MINUTES, 01 SECONDS WEST, 73.23 FEET; THENCE SOUTH 0 DEGREES, 24 MINUTES, 59 SECONDS EAST, 60.00 FEET TO THE SOUTH LINE OF SAID LOT 2, SAID POINT BEING ALSO A NORTHEAST CORNER OF LOT 1 IN SAID WOODFIELD VILLAGE GREEN WOODFIELD-76 SUBDIVISION; THENCE SOUTH 89 DEGREES, 33 MINUTES, 06 SECONDS WEST ALONG SAID SOUTH LINE OF LOT 2 AND SAID NORTH LINE OF LOT 1, A DISTANCE OF 222.62 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE OF LOT 2 AND SAID NORTH LINE OF LOT 1, SOUTH 87 DEGREES, 48 MINUTES, 43 SECONDS WEST, 621.35 FEET; THENCE NORTH 0 DEGREES, 50 MINUTES, 28 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 2, BEING ALSO THE EAST LINE OF LOT 1, A DISTANCE OF 677.86 FEET; THENCE NORTH 7 DEGREES, 07 MINUTES, 39 SECONDS EAST ALONG SAID WEST LINE OF LOT 2 AND SAID EAST LINE OF SAID LOT 1, A DISTANCE OF 288.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT F

1995 UNOCAL 76 DEVELOPMENT PLAN

UNOCAL PROPERTIES
Schaumburg, Illinois

Prepared by
CAMIROS, LTD.

December 12, 1995

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