

**FIRST AMENDMENT TO AGREEMENT FOR TRANSPORTATION
IMPROVEMENTS BETWEEN THE VILLAGE OF GRAYSLAKE
AND THE COUNTY OF LAKE (Fairground/Farm Bureau Property)**

THIS FIRST AMENDMENT (the "**Amendment**") is made this 4 day of March, 2014, by and between the VILLAGE OF GRAYSLAKE, an Illinois municipal corporation (the "**Village**") and the COUNTY OF LAKE (the "**County**") (the County and the Village are sometimes collectively referred to herein as the "**Parties**").

RECITALS

A. On August 16, 2005, the County and the Village entered into an "Agreement for Transportation Improvements Between the Village of Grayslake and the County of Lake (Fairground/Farm Bureau Property)" (the "**Agreement**").

B. Pursuant to the Agreement, the Village and the County sought to address various transportation matters of mutual concerns, particularly in connection with the future development of a proposed 800,000 square foot retail project on the so-called Fairground/Farm Bureau Property, which is legally described and depicted in Exhibit 1 attached to this Amendment.

C. Since the execution of the Agreement, the development approvals for the Fairground/Farm Bureau Property on which the Agreement were originally based have lapsed. As such, the Fairground/Farm Bureau Property may be developed either as the "**Fairground Parcel**" (as legally described and depicted in Exhibit 2 attached to this Amendment), the "**Farm Bureau Parcel**" (as legally described and depicted in Exhibit 3 attached to this Amendment), or both.

D. In addition, since the execution of the Agreement, economic changes and various roadway improvement activities have also occurred that warrant revisions of the Agreement as more fully set forth in this Amendment;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties hereby agree as follows:

Section 1. Recitals. The foregoing recitals are material to this Amendment and are incorporated herein as though fully set forth in this Section 1.

Section 2. Amendment to Subsection 4.B of the Agreement. Subsection B, entitled "Access Points," of Section 4, entitled "Access to Routes 45 and 120," of the Agreement is hereby amended in its entirety to read as follows:

Section 4. Access to Routes 45 and 120.

* * *

B. **Access Points.** Any access from the Fairground Parcel or the Farm Bureau Parcel to Route 45 or Route 120 shall be as determined by IDOT.

1. **Route 120.** The Village agrees that the Fairground Parcel shall ultimately be served by one permanent access point upon Route 120, the location of which shall be subject to the approval of IDOT (the "***Route 120 Access Point***"). The Village shall cause the Route 120 Access Point to be completed prior to the time that certificates of occupancy have been issued for the development of not more than 66% of acreage of the Fairground Parcel; the plans for the Route 120 Access Point shall also provide for the removal of the westernmost access to the Fairground Parcel that currently exists along Route 120. Prior to IDOT's approval and the completion of the Route 120 Access Point, the parties agree that temporary access points from Route 120 to individual parcels in the Fairground Parcel shall be acceptable (as permitted by IDOT) on the condition that such temporary access points will be removed within 90 days (or such longer period as the parties may agree) after the opening of the Route 120 Access Point. In connection with the approval of any development upon any parcels within the Fairground Parcel, the Village shall (x) condition such approvals on the provision of appropriate cross-easements or other conveyances to permit access to Route 120 through the Route 120 Access Point, (y) incorporate restrictions on the use of temporary access points consistent with the terms of this Subsection 4.B.1, and (z) incorporate into such development approvals a plan or other documentation, in a form mutually acceptable to the County and the Village, that demonstrates the manner in which this condition will be satisfied.
2. **Adjacent Rights-of-Way.** The Village shall cause the dedication of land from the Fairground Parcel to the appropriate roadway jurisdiction in order to establish the

following ROW widths from the existing centerlines of: Center Street (60' from centerline), Route 45 (70' from centerline), and Route 120 (70' from centerline). Such dedications shall be accomplished prior to the issuance of the first building permit for the Fairground Parcel. Nothing herein shall prevent the Village from securing such additional ROW in its own name and transferring it to the appropriate roadway jurisdiction.

3. Route 45. With respect to access points to Route 45, IDOT's SRA Standards shall control.

Section 3. Amendment to Section 5 of the Agreement. Section 5, entitled "Areawide Roadway Impacts and Improvements," of the Agreement is hereby amended in its entirety to read as follows:

Section 5. Areawide Roadway Impacts and Improvements.

A. In General. The County and the Village acknowledge and agree that:

- (i) the Developments (as defined in Section 5.C) of the Fairground Parcel will have impacts on area roadways that are attributable to such Developments; and
- (ii) Developments of the Fairground Parcel will generate traffic within the Roadway Impact Area (as identified in Section 5.B of this Agreement) that, without the offsetting Areawide Improvements (as defined in Section 5.D of this Agreement) will: (a) have adverse impacts on the surrounding properties and the facilities available to serve properties within the Village, the Roadway Impact Area, and the surrounding areas; (b) diminish the value of those surrounding properties; and (c) threaten the public health, safety, and welfare.

To assist in the financing of such offsetting Areawide Improvements, it is necessary to collect the Improvement Payments (as defined in Section 5.F of this Agreement) as contemplated by this Agreement.

B. Area of Impact. The County and the Village agree that the roadway impacts from the development or redevelopment of the Fairground Parcel shall occur within the area generally depicted on the map attached to the Agreement as Exhibit B (the "**Roadway Impact Area**").

C. "Development": Any residential, commercial, industrial, or other project which is being newly constructed, reconstructed, redeveloped, or enlarged on any lot, parcel, or tract in the Fairground Parcel, and which generates additional traffic within the Central Lake County Area as measured from January 1, 2014. In addition, with respect to any property involving Development in multiple phases or plats, each such phase or final plat shall be deemed a separate Development.

D. Establishment of Areawide Roadway Improvements. The County Engineer, in consultation with the Village, has identified the area roadway improvements that are necessary to accommodate the traffic anticipated to be generated by Developments of the Fairground Parcel (the "**Areawide Improvements**"). The Areawide Improvements shall be limited to improvements on State and County roads that are located in the Roadway Impact Area and either (i) identified as a priority by the County or (ii) identified as a priority by IDOT. The estimated cost of the Areawide Improvements, which costs include without limitation all necessary surveys, studies, plans, design and construction engineering, securing all permits and approvals, land acquisition costs and all costs associated thereto, stormwater management costs, construction costs and construction engineering costs (the "**Areawide Improvement Costs**"), determined by the County Engineer, in consultation with the Village, as of January 2014, is \$4,825,856. Access-related improvements required pursuant to Sections 3 and 4 of this Agreement shall be considered separate from and not part of the Areawide Improvements.

E. Construction of Areawide Improvements. Subject to the County's receipt of the Improvement Payments (as hereinafter defined) as set forth in Section 5.F of this Agreement, the County, through the County Engineer, shall construct or cause to be constructed the Areawide Improvements in accordance with the limits, scope, nature, extent, and timing considerations used in establishing the Areawide Improvements. The County Engineer, in consultation with the Village, shall establish a provisional schedule for staging the design and construction of the Areawide Improvements. The County shall have no obligation to commence work on any of the Areawide Improvements unless and until sufficient moneys are available therefor; provided, however, that if the County commences any work on any Areawide Improvements prior to the availability of sufficient funds to pay the Areawide Improvement Costs, such work shall not reduce or otherwise affect the obligation of the Village to impose, collect, or deliver the Improvement Payments to the County. Notwithstanding the foregoing, in the event that the actual costs of the Areawide Improvements exceed the Areawide Improvement Costs for any reason, the County's obligations under this Section 5 to construct the Areawide Improvements shall be limited to the extent that the

Improvement Payments (as hereinafter defined) are sufficient to pay for the Areawide Improvements, or such portions of the Areawide Improvements for which funds are available pursuant to this Agreement.

F. Payment for Areawide Improvement Costs. In consideration of the County's undertaking the Areawide Improvements, and for the purposes of paying the Areawide Improvement Costs, the Village agrees to impose, collect, and deliver to the County the "**Improvement Payments**," which shall be an amount equal to:

$[A(1+B)](C)$, where

A = \$46,403.00 per acre

B = the percentage increase in both material costs and labor costs according to the Construction Cost Index (Source: ENR Construction Cost Index), based on the difference between the index value reported for July in each year beginning in July 2014 and the index value reported for January 2014.

C = the number of acres in the "**Development Parcel**," being the portion of the 104-acre Fairground Parcel included in the site associated with the Development for which a building permit is sought.

Prior to the issuance of a building permit for any Development on the Fairground Parcel, the Village shall require the owner of such Development to pay to the Village the Improvement Payment related to that Development. The Village in turn shall deliver the Improvement Payment to the County within 30 days after receipt of such payment, along with documentation relating to the Development in question (including the calculation used in calculating the Improvement Payment).

Any Improvement Payment for the Areawide Improvement Costs shall be deposited with the Lake County Division of Transportation and shall be used exclusively for the Areawide Improvements (or reimbursement of County funds to the extent any Areawide Improvement is undertaken before sufficient Improvement Payments have been received therefor). Failure to collect any Improvement Payment from the owner of a Development Parcel shall not excuse the Village from delivering the amount of Improvement Payments that were otherwise due under this Agreement upon building permit issuance for a Development. Nothing in this Agreement shall preclude the Village from establishing a special service area, business district, or other means of financing the Improvement Payments due pursuant to this Agreement; provided, however, that, unless the County

otherwise agrees in writing, the Village shall nevertheless be required to deliver to the County the amount of Improvement Payments otherwise due in connection with the issuance of a building permit for a Development Parcel. The dedication of rights-of-way shall not be a basis for reducing the Improvement Payment due in connection with any Development.

Within 60 days after the issuance of the final building permit for the Fairground Parcel, the Village shall notify the County that building permits for all authorized development of the Fairground Parcel have been issued (the "**True-Up Notice**"). The True-Up Notice shall also report: (x) the number of acres within the Fairground Parcel for which Improvement Payments have been made, (y) the number of acres within the Fairground Parcel for which no Improvement Payments have been made (the "**Common Area**"), and (z) the amount of Improvement Payments that would be due for the acreage of the Common Area if it were a Development Parcel at the time of the True-Up Notice (the "**True-Up Payment**"). After receiving the True-Up Notice, the County shall notify the Village whether or not it concurs in the Village's calculation of the True-Up Payment. If the County does not concur with the Village's calculation of the True-Up Payment, the parties shall meet and confer in good faith to confirm the proper amount of the True-Up Payment. Within 60 days after the County and the Village have confirmed the amount of the True-Up Payment, the Village shall deliver the full amount of the True-Up Payment to the County. The County acknowledges and agrees that the Village shall have the right to collect payments from developments outside the Fairground Parcel, which amounts (or other funds available to the Village) may be used to pay the True-Up Payment.

G. Farm Bureau Parcel. With respect to the Farm Bureau Parcel, the Village and the County shall work cooperatively to encourage the Farm Bureau Parcel to establish its access from the internal road circulation system to be developed on the Fairground Parcel.

H. Right-of-Way Acquisition. In furtherance of the provisions of this Section 5 of this Agreement, the Village agrees that, to the extent that rights-of-way are required from parcels other than those under development (whether or not such parcels are in the Fairground Parcel), the Village shall cause such right-of-way to be acquired, including (when determined to be necessary in the discretion of the Village Board of Trustees) through the use of eminent domain authority; provided, however, that acquisition of right-of-way for such Areawide Improvements may be staged to accommodate the various development schedules for parcels having required roadway frontage, provided further that the County Engineer approves such staging. The Parties acknowledge and agree that the estimated acquisition costs for

ROW has been included in the per acre fee set forth in this Agreement.

I. Periodic Reports. The Village shall deliver to the County no less than semi-annually, a report setting forth all the building permits issued to Developments within the Fairground Parcel, along with the amount of Improvement Payments received and delivered to the County during that period.

Section 4. Terminology. The parties agree that, wherever the word "Agreement" is used in the Agreement, it shall mean the Agreement as amended from time-to-time by the parties.

Section 5. Effective Date; Effect on Agreement. This Amendment shall be effective upon its full execution by the Parties. Except as expressly provided in this Amendment; all provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed by their duly authorized corporate officers and have caused their corporate seals to be hereunto affixed all as of the day and year first above written.

VILLAGE:

COUNTY:

Village of Grayslake

County of Lake

By: [Signature]
Its Village President

By: [Signature]
Chairman, Lake County Board

Attest: [Signature]
Deputy Village Clerk



Attest: [Signature]
County Clerk

#11113723_v3

RECOMMENDED FOR EXECUTION:

[Signature]
Paula J. Trigg, P.E.
Director of Transportation/County Engineer

EXHIBIT 1

Legal Description and Depiction of the Fairground/Farm Bureau Property

EXHIBIT 1

LEGAL DESCRIPTION OF THE FAIRGROUND/FARM BUREAU PROPERTY

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THE NORTH 400 FEET OF THAT PART OF THE SOUTH 3/8THS OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, IN TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE NORTH ALONG THE EAST LINE THEREOF, 430.86 FEET TO A POINT WHICH IS 66 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SOUTH 3/8THS OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25 AFORESAID; THENCE WEST AND PARALLEL TO AND 66 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 3/8THS OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER, 495 FEET; THENCE SOUTH PARALLEL TO AND 495 FEET WEST OF THE EAST LINE OF SECTION 25, 430.86 FEET TO THE SOUTH LINE OF SAID SECTION 25; THENCE EAST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART CONVEYED TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED DATED SEPTEMBER 28, 1999 AND RECORDED NOVEMBER 10, 1999 AS DOCUMENT 4448353 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 07 MINUTES 46 SECONDS WEST, ON THE EAST LINE OF SAID SOUTHEAST 1/4, 9.749 METERS {31.98 FEET} TO THE SOUTH LINE OF THE NORTH 142.037 METERS {466.00 FEET} OF THE SOUTH THREE EIGHTHS OF THE SOUTH 1/2 OF SAID SOUTHEAST 1/4 AND TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 38 MINUTES 04 SECONDS WEST, ON SAID SOUTH LINE, 31.898 METERS {104.65 FEET} TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER IPLSC 89"; THENCE NORTH 00 DEGREES 01 MINUTES 47 SECONDS EAST, 121.923 METERS {400.01 FEET} TO A POINT ON THE SOUTH LINE OF THE NORTH 20.117 METERS {66.00 FEET} OF THE SOUTH THREE EIGHTHS OF THE SOUTH 1/2 OF SAID SOUTHEAST 1/4 THAT IS 31.559 METERS {103.54 FEET} WEST OF THE EAST LINE OF SAID SOUTHEAST 1/4, AS MEASURED ON SAID SOUTH LINE; THENCE NORTH 89 DEGREES 38 MINUTES 04 SECONDS EAST, ON SAID SOUTH LINE, 31.559 METERS {103.54 FEET} TO SAID EAST LINE; THENCE SOUTH 00 DEGREES 07 MINUTES 46 SECONDS EAST, ON SAID EAST LINE, 121.920 METERS {400.00 FEET} TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PART OF THE NORTH 5/8THS OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING WHERE THE SOUTH LINE OF THE NORTH 5/8THS OF THE SOUTH HALF OF SAID QUARTER SECTION INTERSECTS THE WEST LINE OF SAID QUARTER SECTION; THENCE EAST ALONG THE SOUTH LINE OF SAID NORTH 5/8THS, A DISTANCE OF 564.0 FEET TO THE POINT OF BEGINNING; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION, 350.25 FEET; THENCE NORTHEASTERLY ALONG A LINE THAT FORMS AN ANGLE OF 87 DEGREES 42 MINUTES (TURNED FROM NORTH TO EAST) TO THE LAST DESCRIBED COURSE, 952.43 FEET TO A POINT OF CURVATURE; THENCE CONTINUING NORTHEASTERLY ALONG A CURVED LINE HAVING A RADIUS OF 22,948.32 FEET AND BEING CONCAVE SOUTHERLY 639.07 FEET, MORE OR LESS, TO A POINT IN THE WEST LINE OF THE EAST 495.0 FEET OF SAID QUARTER SECTION, SAID POINT BEING 392.76 FEET NORTH OF THE SOUTH LINE OF SAID NORTH 5/8THS; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION, 392.76 FEET TO THE SOUTH LINE OF SAID NORTH 5/8THS; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTH 5/8THS, A DISTANCE OF 1591 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE SOUTH 3/8 OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 25 AND OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 36, ALL IN TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE SAID SECTION 25 WHICH IS 430.80 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION (SAID POINT BEING 66.0 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTH 3/8 OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 25, AFORESAID); THENCE NORTH ALONG SAID EAST LINE, 66.0 FEET TO THE NORTHEAST CORNER AFORESAID; THENCE WEST ALONG THE NORTH LINE OF SAID SOUTH 3/8 OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 25, FOR A DISTANCE OF 2036.20 FEET TO A POINT WHICH IS 34 2/11 RODS (564.00 FEET) EAST OF THE WEST LINE OF SAID SOUTHEAST QUARTER SECTION; THENCE SOUTH PARALLEL TO AND 34 2/11 RODS EAST OF THE WEST LINE OF THE AFORESAID NORTHEAST QUARTER OF SECTION 36, FOR A DISTANCE OF 1093.26 FEET TO THE NORTHWEST CORNER OF LANDS CONVEYED BY DEED TO MORRIS ERDHEIM AND LEORA ERDHEIM, HIS WIFE, DATED JUNE 8, 1950 AND RECORDED JUNE 9, 1950 AS DOCUMENT 699936; THENCE EAST PARALLEL WITH THE NORTH SECTION LINE, FOR A DISTANCE OF 710.0 FEET TO THE NORTHEAST CORNER OF LANDS CONVEYED BY DEED TO LAWRENCE R. QUALMANN DATED MARCH 21, 1969 AND RECORDED APRIL 24, 1969 AS DOCUMENT 1418856; THENCE SOUTH ALONG THE EAST LINE OF LANDS SO CONVEYED BY DOCUMENT 1418856, FOR A DISTANCE OF 726.0 FEET TO THE CENTER OF STATE ROUTE 120; THENCE EAST ALONG THE CENTER LINE OF SAID ROUTE 120, FOR A DISTANCE OF 891.50 FEET TO A POINT WHICH IS 495.0 FEET WEST OF THE EAST LINE OF SAID SECTION 36; THENCE NORTH PARALLEL TO THE EAST LINE OF SECTION 36 AND EAST LINE OF SECTION 25 AND 495.0 FEET WEST THEREFROM, FOR A DISTANCE OF 1757.84 FEET TO A POINT WHICH IS 66.0 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 3/8THS OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE EAST, 495.0 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART CONVEYED TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED DATED SEPTEMBER 13, 1999 AND RECORDED JANUARY 4, 2000 AS DOCUMENT 4474261 AND RE-RECORDED MARCH 21, 2000 AS DOCUMENT 4504373 AND RE-RECORDED SEPTEMBER 25, 2000 AS DOCUMENT 4585912 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH THREE EIGHTHS OF THE SOUTH 1/2 OF SAID SOUTHEAST 1/4 OF SECTION 25 AFORESAID; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 07 MINUTES 46 SECONDS EAST, ON THE EAST LINE OF SAID SOUTHEAST 1/4, 20.117 METERS {66.00 FEET} TO THE SOUTH LINE OF THE NORTH 20.117 METERS {66.00 FEET} OF THE SOUTH THREE EIGHTHS OF THE SOUTH 1/2 OF SAID SOUTHEAST 1/4; THENCE SOUTH 89 DEGREES 38 MINUTES 04 SECONDS WEST, ON SAID SOUTH LINE, 31.559 METERS {103.54 FEET}; THENCE NORTH 00 DEGREES 01 MINUTE 47 SECONDS EAST, 20.117 METERS {66.00 FEET} TO A POINT ON THE NORTH LINE OF THE SOUTH THREE EIGHTHS OF THE SOUTH 1/2 OF SAID SOUTHEAST 1/4 THAT IS 31.503 METERS {103.36 FEET} WEST OF THE POINT OF BEGINNING, AS MEASURED ON SAID NORTH LINE; THENCE NORTH 89 DEGREES 38 MINUTES 04 SECONDS EAST, ON SAID NORTH LINE, 31.503 METERS {103.36 FEET} TO THE POINT OF BEGINNING,

AND FURTHER EXCEPTING THEREFROM THAT PART CONVEYED TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION BY THE AFORESAID WARRANTY DEED RECORDED AS DOCUMENT 4474261 AND RE-RECORDED AS DOCUMENT 4504373 AND RE-RECORDED AS DOCUMENT 4585912 AND FALLING WITHIN A TRACT OF LAND DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 36 AND THE SOUTHEAST 1/4 OF SECTION 25 AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/4; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 06 MINUTES 57 SECONDS EAST, ON

THE EAST LINE OF SAID NORTHEAST 1/4, 104.656 METERS {1327.61 FEET} TO THE CENTERLINE OF ILLINOIS ROUTE 120; THENCE SOUTH 89 DEGREES 48 MINUTES 16 SECONDS WEST, ON SAID CENTERLINE, 13.141 METERS {43.11 FEET} TO AN ANGLE POINT ON SAID CENTERLINE; THENCE SOUTH 89 DEGREES 46 MINUTES 29 SECONDS WEST, ON SAID CENTERLINE, 406.13 METERS {1332.45 FEET} TO THE EAST LINE OF A TRACT OF LAND CONVEYED TO LAWRENCE R. QUALMANN BY THE DEED RECORDED AS DOCUMENT NUMBER 1418856; THENCE NORTH 00 DEGREES 06 MINUTES 57 SECONDS WEST, ON SAID EAST LINE, 13.409 METERS {43.99 FEET}; THENCE NORTH 88 DEGREES 24 MINUTES 39 SECONDS EAST, 204.995 METERS {672.55 FEET} TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER IP LSC 89" AND TO A POINT 18.288 METERS {60.00 FEET} NORTH OF SAID CENTERLINE; THENCE NORTH 89 DEGREES 46 MINUTES 29 SECONDS EAST, PARALLEL WITH SAID CENTERLINE, 112.427 METERS {368.86 FEET} TO THE WEST LINE OF THE EAST 101.916 METERS {334.37 FEET} OF SAID NORTHEAST 1/4; THENCE SOUTH 00 DEGREES 06 MINUTES 57 SECONDS EAST, ON SAID WEST LINE, 6.109 METERS {20.04 FEET} TO THE NORTH RIGHT OF WAY LINE OF SAID ILLINOIS ROUTE 120; THENCE NORTH 87 DEGREES 46 MINUTES 13 SECONDS EAST, ON SAID NORTH RIGHT OF WAY LINE, 0.360 METERS {1.18 FEET} TO AN ANGLE POINT ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 89 DEGREES 46 MINUTES 29 SECONDS EAST, ON SAID NORTH RIGHT OF WAY LINE, 71.716 METERS {235.29 FEET} TO A POINT OF CURVATURE ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTHEASTERLY 11.936 METERS {39.16 FEET} ON A 7.620 METERS {25.00 FOOT} RADIUS CURVE CONCAVE NORTHWESTERLY, THE CHORD OF SAID CURVE BEARS NORTH 44 DEGREES 54 MINUTES 08 SECONDS EAST, 10.752 METERS {35.28 FEET} TO A POINT OF TANGENCY OF SAID CURVE, ON THE WEST RIGHT OF WAY LINE OF U.S. ROUTE 45; THENCE NORTH 00 DEGREES 01 MINUTE 47 SECONDS EAST, ON SAID WEST RIGHT OF WAY LINE, 44.766 METERS {474.95 FEET} TO A LINE PARALLEL WITH AND 164.543 METERS {539.84 FEET} NORTH OF THE CENTERLINE OF SAID ILLINOIS ROUTE 120; THENCE SOUTH 89 DEGREES 46 MINUTES 29 SECONDS WEST, ON SAID PARALLEL LINE, 12.192 METERS {40.00 FEET}; THENCE NORTH 00 DEGREES 01 MINUTE 47 SECONDS EAST, 114.061 METERS {374.22 FEET} TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER IP LSC 89"; THENCE SOUTH 89 DEGREES 58 MINUTES 13 SECONDS EAST, 4.572 METERS {15.00 FEET} TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER IP LSC 89"; THENCE NORTH 00 DEGREES 01 MINUTE 47 SECONDS EAST, 135.746 METERS {445.36 FEET} TO A POINT ON THE SOUTH LINE OF THE NORTH 142.037 METERS {466.00 FEET} OF THE SOUTH THREE EIGHTHS OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 THAT IS 28 METERS {94.65 FEET} WEST OF THE EAST LINE OF THE SOUTHEAST 1/4, AS MEASURED ON SAID SOUTH LINE; THENCE NORTH 89 DEGREES 38 MINUTES 04 SECONDS EAST, ON SAID SOUTH LINE, 28.849 METERS {94.65 FEET} TO SAID EAST LINE; THENCE SOUTH 00 DEGREES 07 MINUTES 46 SECONDS EAST, ON SAID EAST LINE, 9.749 METERS {31.99 FEET} TO THE POINT OF BEGINNING,

ALL IN LAKE COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE NORTH 5/8THS OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING WHERE THE SOUTH LINE OF THE NORTH 5/8THS OF THE SOUTH HALF OF SAID QUARTER SECTION INTERSECTS THE WEST LINE OF SAID QUARTER SECTION; THENCE EAST ALONG THE SOUTH LINE OF SAID NORTH 5/8THS, A DISTANCE OF 564.0 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION, 350.25 FEET; THENCE SOUTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 87 DEGREES 42 MINUTES (TURNED SOUTH TO WEST) TO THE LAST DESCRIBED COURSE, 73.24 FEET TO A POINT OF CURVATURE; THENCE CONTINUING SOUTHWESTERLY ALONG A CURVED LINE HAVING A RADIUS OF 28,647.90 FEET AND BEING CONCAVE NORTHERLY 491.67 FEET, MORE OR LESS, TO A POINT IN THE WEST LINE OF

SAID QUARTER SECTION, SAID POINT BEING 335.62 FEET NORTH OF THE PLACE OF BEGINNING, AS MEASURED ALONG SAID WEST LINE; THENCE SOUTH ALONG SAID WEST LINE, 335.62 FEET TO THE PLACE OF BEGINNING (EXCEPT THAT PART DEDICATED FOR A PUBLIC HIGHWAY BY DOCUMENT 1520588 RECORDED AUGUST 27, 1971), IN LAKE COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25 AND OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING 30 RODS NORTH OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE EAST, $34 \frac{2}{11}$ RODS PARALLEL WITH THE SECTION LINE; THENCE SOUTH, 110 RODS, MORE OR LESS, TO THE CENTER OF OLD PLANK ROAD; THENCE WEST IN CENTER OF SAID ROAD, $34 \frac{2}{11}$ RODS TO THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP AND RANGE AFORESAID; THENCE NORTH ON THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 36 AND THE WEST LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 25, 110 RODS, MORE OR LESS, TO THE POINT OF BEGINNING (EXCEPT WAUKEGAN AND MCHENRY ROAD (NOW STATE ROAD NO. 120) AND ALSO (EXCEPT PART DESCRIBED AS BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 36, 564 FEET ($34 \frac{2}{11}$ RODS) EAST FROM THE SOUTHWEST CORNER THEREOF; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 36, 508.2 FEET; THENCE WEST PARALLEL TO SAID SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 36, 300 FEET; THENCE SOUTH, 508.2 FEET; THENCE EAST, 300 FEET TO THE POINT OF BEGINNING) AND ALSO (EXCEPTING THEREFROM ANY PART THEREOF FALLING WITHIN THE PROPERTIES DESCRIBED IN THE DEEDS RECORDED AS DOCUMENTS 4243300, 4243301, 4243302, 4243303, 4243304, 4243305, 4243306, 4243307, 4243308, 4243309, 4243310, AND 4615949), IN LAKE COUNTY, ILLINOIS.

PARCEL 6:

THAT PART OF THE NORTH $\frac{5}{8}$ THS OF THE SOUTH $\frac{1}{2}$ OF THE SOUTH EAST $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING WHERE THE WEST LINE OF THE EAST 495.0 FEET INTERSECTS THE SOUTH LINE OF THE NORTH $\frac{5}{8}$ THS OF THE SOUTH $\frac{1}{2}$ OF SAID QUARTER SECTION; THENCE EAST ALONG THE SOUTH LINE OF SAID NORTH $\frac{5}{8}$ THS, A DISTANCE OF 495.0 FEET TO THE EAST LINE OF SAID QUARTER SECTION; THENCE NORTH ALONG SAID EAST LINE, 391.30 FEET; THENCE WESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 89 DEGREES 39 MINUTES (TURNED FROM NORTH TO WEST) WITH THE LAST DESCRIBED COURSE, 117.39 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A CURVED LINE HAVING A RADIUS OF 22,918.32 FEET AND BEING CONCAVE SOUTHERLY, A DISTANCE OF 377.60 FEET TO A POINT IN THE WEST LINE OF THE EAST 495.00 FEET OF SAID QUARTER SECTION, SAID POINT BEING 392.76 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH ALONG THE WEST LINE OF THE EAST, 495.0 FEET OF SAID QUARTER SECTION 392.76 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART DEDICATED FOR A PUBLIC HIGHWAY BY DOCUMENT 1520585 RECORDED AUGUST 27, 1971) AND ALSO EXCEPTING THEREFROM THAT PART CONVEYED TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED DATED DECEMBER 15, 1999 AND RECORDED JANUARY 31, 2000 AS DOCUMENT 4484976 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 25 AFORESAID; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREE 07 MINUTES 46 SECONDS WEST, ON THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$, 151.786 METERS {497.98 FEET} TO THE NORTH LINE OF THE SOUTH THREE EIGHTHS OF THE SOUTH $\frac{1}{2}$ OF SAID SOUTHEAST $\frac{1}{4}$, AND TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 38 MINUTES 04 SECONDS WEST, ON SAID NORTH LINE, 28.455 METERS {93.36 FEET} TO A LINE PARALLEL WITH AND 7.620 METERS {25.00 FEET} WEST OF THE WEST RIGHT-OF-WAY LINE OF U.S. ROUTE 45, AND TO A $\frac{5}{8}$ " REBAR WITH AN ALLIED

CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS ROW CORNER IPLSC 89"; THENCE NORTH 00 DEGREES 01 MINUTE 47 SECONDS EAST, ON SAID PARALLEL LINE, 96.450 METERS {316.44 FEET} TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS ROW CORNER IPLSC 89"; THENCE NORTH 24 DEGREES 15 MINUTES 53 SECONDS WEST, 8.267 METERS {27.12 FEET} TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS ROW CORNER IPLSC 89"; THENCE NORTH 89 DEGREES 57 MINUTES 41 SECONDS WEST, 71.177 METERS {233.52 FEET} TO A POINT 3.048 METERS {10.00 FEET} SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF CENTER ROAD, AS DEDICATED BY DOCUMENT NO. 1520585, AND TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS ROW CORNER IPLSC 89"; THENCE NORTH 00 DEGREES 19 MINUTES 48 SECONDS WEST, 3.048 METERS {10.00 FEET} TO SAID SOUTH RIGHT-OF-WAY LINE OF CENTER ROAD, AND TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS ROW CORNER IPLSC 89"; THENCE EASTERLY 66.875 METERS {219.41 FEET} ON SAID SOUTH RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 6973.326 METERS {22878.32 FEET}, THE CHORD OF SAID CURVE BEARS NORTH 89 DEGREES 56 MINUTES 41 SECONDS EAST, 66.875 METERS {219.41 FEET}; THENCE SOUTH 89 DEGREES 46 MINUTES 50 SECONDS EAST, CONTINUING ON SAID SOUTH RIGHT-OF-WAY LINE, TANGENT TO THE LAST DESCRIBED COURSE, 7.751 METERS {25.43 FEET}; THENCE SOUTHEASTERLY 11.960 METERS {39.24 FEET} CONTINUING ON SAID SOUTH RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 7.620 METERS {25.00 FEET}, THE CHORD OF SAID CURVE BEARS SOUTH 44 DEGREES 48 MINUTES 59 SECONDS EAST, 10.770 METERS {35.33 FEET} TO SAID WEST RIGHT-OF-WAY LINE OF U.S. ROUTE 45; THENCE NORTHERLY 19.803 METERS {64.97 FEET} ON SAID WEST RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1758.593 METERS {5769.65 FEET}, THE CHORD OF SAID CURVE BEARS NORTH 00 DEGREE 28 MINUTES 14 SECONDS EAST, 19.803 METERS {64.97 FEET} TO THE CENTERLINE OF SAID CENTER ROAD; THENCE SOUTH 89 DEGREES 46 MINUTES 50 SECONDS EAST, ON SAID CENTERLINE, 20.347 METERS {66.76 FEET} TO THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH 00 DEGREE 07 MINUTES 46 SECONDS EAST, ON SAID EAST LINE, 118.924 METERS {390.17 FEET} TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25 AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36 WITH THE CENTER LINE OF STATE ROUTE 120; THENCE WEST ALONG THE CENTER LINE OF SAID STATE ROUTE NO. 120 TO A POINT 495 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID SECTIONS 36 AND 25 TO A POINT 66 FEET SOUTH OF THE NORTH LINE OF THE SOUTH THREE-EIGHTHS OF THE SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SAID SECTION 25; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SOUTH THREE-EIGHTHS OF THE SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SAID SECTION 25, 495 FEET TO THE EAST LINE THEREOF; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTIONS 25 AND 36, 1,750.86 FEET, MORE OR LESS TO THE POINT OF BEGINNING (EXCEPT THE NORTH 400 FEET THEREOF) AND ALSO (EXCEPT THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36 WITH THE CENTER LINE OF STATE ROUTE 120; THENCE SOUTH 89 DEGREES 59 MINUTES 11 SECONDS WEST ALONG THE CENTER LINE OF SAID STATE ROUTE 120 TO A POINT 495 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTH 00 DEGREES 12 MINUTES 37 SECONDS EAST PARALLEL TO THE EAST LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 31.86 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROUTE NO. 120; THENCE NORTH 87 DEGREES 07 MINUTES 11 SECONDS EAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 161.83 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN INTENDED TO BE DESCRIBED; THENCE

NORTH 00 DEGREES 12 MINUTES 37 SECONDS EAST ALONG A LINE PARALLEL TO THE EAST LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 499.88 FEET TO A POINT; THENCE NORTH 89 DEGREES 59 MINUTES 11 SECONDS EAST ALONG A LINE PARALLEL TO THE CENTER LINE OF STATE ROUTE NO. 120, A DISTANCE OF 262.45 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. ROUTE NO. 45 PER DOCUMENT NO. 382035; THENCE SOUTH 00 DEGREES 22 MINUTES 33 SECONDS WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 475.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.10 FEET AND A CHORD LENGTH OF 35.23 FEET BEARING SOUTH 45 DEGREES 10 MINUTES 52 SECONDS WEST TO A POINT OF TANGENCY, ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROUTE NO. 120, BEING A POINT LYING 40.00 FEET NORTH OF THE CENTER LINE OF SAID STATE ROUTE NO. 120; THENCE SOUTH 89 DEGREES 59 MINUTES 11 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 235.00 FEET; THENCE SOUTH 87 DEGREES 07 MINUTES 11 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1.18 FEET TO THE PLACE OF BEGINNING) AND ALSO EXCEPTING THEREFROM THAT PART CONVEYED TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED DATED SEPTEMBER 13, 1999 AND RECORDED JANUARY 04, 2000 AS DOCUMENT 4474261 AND RE-RECORDED MARCH 21, 2000 AS DOCUMENT 4504373 AND RE-RECORDED SEPTEMBER 25, 2000 AS DOCUMENT 4585912 AND FALLING WITHIN A TRACT OF LAND DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 36 AND THE SOUTHEAST 1/4 OF SECTION 25, IN TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/4; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 06 MINUTES 57 SECONDS EAST, ON THE EAST LINE OF SAID NORTHEAST 1/4, 104.656 METERS (1327.61 FEET) TO THE CENTERLINE OF ILLINOIS ROUTE 120; THENCE SOUTH 89 DEGREES 48 MINUTES 16 SECONDS WEST, ON SAID CENTERLINE, 13.141 METERS (43.11 FEET) TO AN ANGLE POINT ON SAID CENTERLINE; THENCE SOUTH 89 DEGREES 46 MINUTES 29 SECONDS WEST, ON SAID CENTERLINE 406.130 METERS (1332.45 FEET) TO THE EAST LINE OF A TRACT OF LAND CONVEYED TO LAWRENCE R. QUALMANN BY DEED RECORDED AS DOCUMENT NUMBER 1418856; THENCE NORTH 00 DEGREES 06 MINUTES 57 SECONDS WEST, ON SAID EAST LINE, 13.409 METERS (43.99 FEET); THENCE NORTH 88 DEGREES 24 MINUTES 39 SECONDS EAST, 204.995 METERS (672.55 FEET) TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER IPLSC 89" AND TO A POINT 18.288 METERS (60.00 FEET) NORTH OF SAID CENTERLINE; THENCE NORTH 89 DEGREES 46 MINUTES 29 SECONDS EAST, PARALLEL WITH SAID CENTERLINE, 112.427 METERS (368.86 FEET) TO THE WEST LINE OF THE EAST 101.916 METERS (334.37 FEET) OF SAID NORTHEAST 1/4; THENCE SOUTH 00 DEGREES 06 MINUTES 57 SECONDS EAST, ON SAID WEST LINE, 6.109 METERS (20.04 FEET) TO THE NORTH RIGHT OF WAY LINE OF SAID ILLINOIS ROUTE 120; THENCE NORTH 87 DEGREES 46 MINUTES 13 SECONDS EAST, ON SAID NORTH RIGHT OF WAY LINE, 0.360 METERS (1.18 FEET) TO AN ANGLE POINT ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 89 DEGREES 46 MINUTES 29 SECONDS EAST, ON SAID NORTH RIGHT OF WAY LINE, 71.716 METERS (235.29 FEET) TO A POINT OF CURVATURE ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTHEASTERLY 11.936 METERS (39.16 FEET) ON A 7.620 METERS (25.00 FOOT) RADIUS CURVE CONCAVE NORTHWESTERLY, THE CHORD OF SAID CURVE BEARS NORTH 44 DEGREES 54 MINUTES 08 SECONDS EAST, 10.752 METERS (35.28 FEET) TO A POINT OF TANGENCY ON SAID CURVE, ON THE WEST RIGHT OF WAY LINE OF U.S. ROUTE 45; THENCE NORTH 00 DEGREES 01 MINUTE 47 SECONDS EAST, ON SAID WEST RIGHT OF WAY LINE, 44.766 METERS (474.95 FEET) TO A LINE PARALLEL WITH AND 164.543 METERS (539.84 FEET) NORTH OF THE CENTERLINE OF SAID ILLINOIS ROUTE 120; THENCE SOUTH 89 DEGREES 46 MINUTES 29 SECONDS WEST, ON SAID PARALLEL LINE, 12.192 METERS (40.00 FEET); THENCE NORTH 00 DEGREES 01 MINUTE 47 SECONDS EAST, 114.061 METERS (374.22 FEET) TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER IPLSC 89"; THENCE SOUTH 89 DEGREES 58 MINUTES 13 SECONDS

EAST, 4.572 METERS (15.00 FEET) TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER IPLSC 89"; THENCE NORTH 00 DEGREES 01 MINUTE 47 SECONDS EAST, 135.746 METERS (445.36 FEET) TO A POINT ON THE SOUTH LINE OF THE NORTH 1/4 OF SAID SECTION 25 THAT IS 28 METERS (94.65 FEET) WEST OF THE EAST LINE OF THE SOUTHEAST 1/4, AS MEASURED ON SAID SOUTH LINE; THENCE NORTH 89 DEGREES 38 MINUTES 04 SECONDS EAST, ON SAID SOUTH LINE, 28.849 METERS (94.65 FEET) TO SAID EAST LINE; THENCE SOUTH 00 DEGREES 07 MINUTES 46 SECONDS EAST, ON SAID EAST LINE, 9.749 METERS (31.99 FEET) TO THE POINT OF BEGINNING), IN LAKE COUNTY, ILLINOIS.

PARCEL 8:

THE WEST HALF OF THE FOLLOWING DESCRIBED PREMISES (TAKEN AS A TRACT) TO WIT: THAT PART OF THE NORTH HALF OF THE NORTH EAST QUARTER OF SECTION 36, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT A POINT IN THE WAUKEGAN AND MCHENRY ROAD (NOW STATE ROAD NO. 120) ON THE SOUTH LINE OF SAID NORTH HALF OF THE NORTH EAST QUARTER OF SECTION 36, 564 FEET EAST FROM THE SOUTH WEST CORNER THEREOF; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID NORTH HALF OF THE NORTH EAST QUARTER OF SECTION 36, 508.2 FEET; THENCE WEST PARALLEL TO SAID SOUTH LINE OF THE NORTH HALF OF THE NORTH EAST QUARTER OF SECTION 36, 300 FEET; THENCE SOUTH, 508.2 FEET; THENCE EAST, 300 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 9:

THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE CENTER OF THE HIGHWAY KNOWN AS OLD PLANK ROAD AND WHICH POINT IS THE SOUTHEAST CORNER OF A TRACT CONVEYED TO MORRIS ERDHEIM AND LEORA ERDHEIM, HIS WIFE, BY DEED DATED JUNE 8, 1950 AND RECORDED IN THE RECORDERS OFFICE OF LAKE COUNTY, ILLINOIS AS DOCUMENT 699936; RUNNING THENCE NORTH ALONG THE EAST LINE OF SAID AFORESAID DESCRIBED TRACT OF LAND CONVEYED TO MORRIS ERDHEIM AND LEORA ERDHEIM, HIS WIFE, A DISTANCE OF 726 FEET; THENCE EAST, PARALLEL WITH THE NORTH SECTION LINE, A DISTANCE OF 410 FEET; THENCE SOUTH PARALLEL WITH THE EAST SECTION LINE, A DISTANCE OF 726 FEET, MORE OR LESS, TO THE CENTER OF HIGHWAY KNOWN AS OLD PLANK ROAD, AND THENCE WEST, 410 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE WEST 62 FEET OF THE SOUTH 300 FEET) AND ALSO (EXCEPTING THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT SAID POINT IN THE CENTER OF THE HIGHWAY KNOWN AS OLD PLANK ROAD AND WHICH POINT IS THE SOUTHEAST CORNER OF A TRACT CONVEYED TO MORRIS ERDHEIM AND LEORA ERDHEIM, HIS WIFE, BY DEED DATED JUNE 8, 1950 AND RECORDED IN THE RECORDERS OFFICE OF LAKE COUNTY, ILLINOIS, AS DOCUMENT 699936; RUNNING THENCE NORTH ALONG THE EAST LINE OF SAID AFORESAID DESCRIBED TRACT OF LAND CONVEYED TO MORRIS ERDHEIM AND LEORA ERDHEIM, HIS WIFE, A DISTANCE OF 300 FEET TO THE POINT OF BEGINNING OF THE PARCEL INTENDED TO BE DESCRIBED; THENCE CONTINUING NORTH ALONG SAID EAST LINE OF LANDS CONVEYED BY DOCUMENT 699936, A DISTANCE OF 208.67 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 19 SECONDS EAST, A DISTANCE OF 208.67 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 06 SECONDS EAST, PARALLEL WITH THE EAST LINE OF LANDS CONVEYED BY DOCUMENT 699936, A DISTANCE OF 208.67 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 19 SECONDS WEST, A DISTANCE OF 208.67 FEET, TO THE POINT OF BEGINNING) AND ALSO EXCEPTING THEREFROM THAT PART CONVEYED TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED DATED FEBRUARY 23, 1999 AND RECORDED JUNE 1, 1999 AS DOCUMENT 4363977 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE TRACT OF LAND CONVEYED TO LAWRENCE R.

QUALMANN, BY DEED DATED APRIL 24, 1969 AND RECORDED AS DOCUMENT 1418856, SAID SOUTH SOUTHEAST CORNER BEING A POINT ON THE CENTERLINE OF ILLINOIS ROUTE 120 THAT IS PARALLEL WITH AND 10.058 METERS (33.00 FEET) SOUTH OF THE NORTH RIGHT OF WAY LINE OF SAID ILLINOIS ROUTE 120; THENCE SOUTH 89 DEGREES 46 MINUTES 29 SECONDS WEST, OF THE CENTERLINE OF SAID ILLINOIS ROUTE 120, A DISTANCE OF 106.070 METERS (348.00 FEET); THENCE NORTH 00 DEGREES 06 MINUTES 57 SECONDS WEST ON THE EAST LINE OF THE WEST 18.898 METERS (62.00 FEET) OF SAID TRACT OF LAND CONVEYED BY DOCUMENT 1418856, A DISTANCE OF 10.058 METERS (33.00 FEET) TO SAID NORTH RIGHT OF WAY LINE OF ILLINOIS ROUTE 120 AND TO A 5/8 INCH REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAY R.O.W. CORNER IPLSC 89"; THENCE NORTH 87 DEGREES 57 MINUTES 57 SECONDS EAST, 106.129 METERS (348.19 FEET) TO A 5/8 INCH REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAY R.O.W. CORNER IPLSC 89" AND TO A POINT ON THE EAST LINE OF SAID TRACT OF LAND THAT IS 13.409 METERS (43.99 FEET) NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 06 MINUTES 57 SECONDS EAST, ON SAID EAST LINE 13.409 METERS (43.99 FEET) TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

EXHIBIT 2

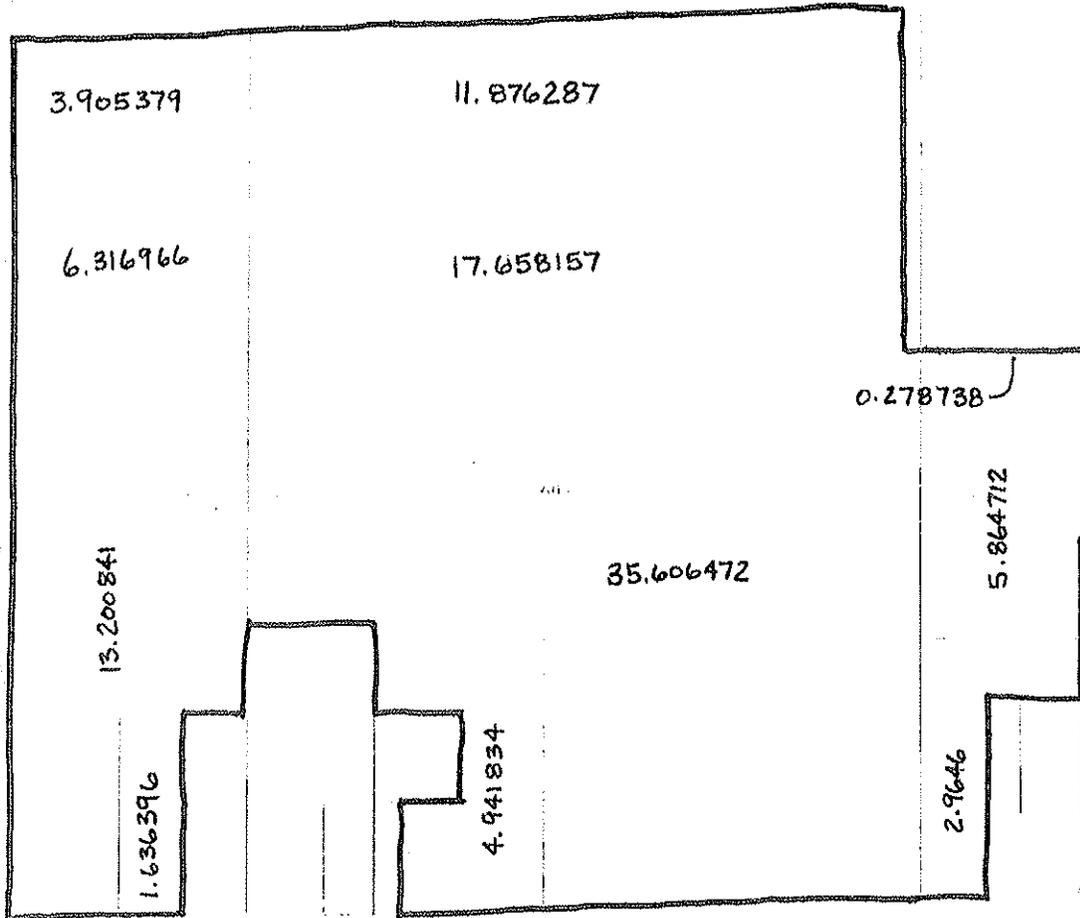
FAIRGROUNDS LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25 AND THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25, SAID POINT BEING 7.50 FEET EAST, AS MEASURED ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25;
THENCE NORTH 00 DEGREES 07 MINUTES 05 SECONDS WEST ALONG A LINE PARALLEL AND 7.50 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST QUARTER, 334.68 FEET;
THENCE SOUTH 89 DEGREES 52 MINUTES 55 SECONDS WEST, 7.50 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER;
THENCE NORTH 00 DEGREES 07 MINUTES 05 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 454.39 FEET TO A POINT ON THE SOUTH LINE OF CENTER STREET;
THENCE ALONG AN ARC, SAID ARC BEING THE SOUTH LINE OF CENTER STREET, CONCAVE TO THE NORTH, HAVING A RADIUS OF 28,687.90 FEET, AN ARC LENGTH OF 492.84 FEET, A CHORD LENGTH OF 492.83 FEET AND A CHORD BEARING OF NORTH 88 DEGREES 09 MINUTES 57 SECONDS EAST;
THENCE NORTH 87 DEGREES 40 MINUTES 26 SECONDS EAST ALONG THE SOUTH LINE OF CENTER STREET, 1,025.65 FEET;
THENCE ALONG AN ARC, SAID ARC BEING THE SOUTH LINE OF CENTER STREET, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 22,878.32 FEET, AN ARC LENGTH OF 597.50 FEET AND A CHORD LENGTH OF 597.50 FEET TO A POINT ON THE WEST LINE OF THE EAST 535 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 25;
THENCE SOUTH 00 DEGREES 05 MINUTES 23 SECONDS EAST ALONG THE WEST LINE OF THE EAST 535 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 25, 818.29 FEET TO A POINT 466 FEET SOUTH OF THE NORTH LINE OF THE SOUTH THREE EIGHTS OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25;
THENCE NORTH 89 DEGREES 38 MINUTES 55 SECONDS EAST PARALLEL WITH THE NORTH LINE OF THE SOUTH THREE EIGHTS OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25, 440.35 FEET TO A POINT ON THE WEST LINE OF U.S. ROUTE 45;
THENCE SOUTH 00 DEGREES 02 MINUTES 31 SECONDS EAST ALONG THE WEST LINE OF U.S. ROUTE 45, 444.89 FEET;
THENCE SOUTH 89 DEGREES 12 MINUTES 53 SECONDS WEST ALONG THE WEST LINE OF U.S. ROUTE 45, 14.90 FEET;
THENCE SOUTH 00 DEGREES 00 MINUTES 27 SECONDS EAST ALONG THE SOUTH LINE OF U.S. ROUTE 45, 374.64 FEET TO THE NORTHEAST CORNER OF LOT 2 IN ALDWORTH SUBDIVISION;
THENCE SOUTH 89 DEGREES 45 MINUTES 39 SECONDS WEST ALONG THE NORTH LINES OF LOT 2 AND OUTLOT A IN ALDWORTH SUBDIVISION, 222.45 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT A;
THENCE SOUTH 00 DEGREES 07 MINUTES 48 SECONDS EAST ALONG THE WEST LINE OF OUTLOT A AND LOT 1 IN ALDWORTH SUBDIVISION, 479.90 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID CORNER ALSO BEING ON THE NORTH LINE OF ILLINOIS ROUTE 120 (BELVIDERE ROAD);
THENCE SOUTH 89 DEGREES 50 MINUTES 58 SECONDS WEST ALONG THE NORTH LINE OF ILLINOIS ROUTE 120, 369.39 FEET;
THENCE SOUTH 88 DEGREES 22 MINUTES 44 SECONDS WEST ALONG THE NORTH LINE OF ILLINOIS ROUTE 120, 672.60 FEET;
THENCE SOUTH 87 DEGREES 53 MINUTES 34 SECONDS WEST ALONG THE NORTH LINE OF ILLINOIS ROUTE 120, 347.47 FEET;
THENCE NORTH 00 DEGREES 08 MINUTES 19 SECONDS WEST, 267.37 FEET;
THENCE NORTH 89 DEGREES 47 MINUTES 23 SECONDS EAST, 146.61 FEET;

THENCE NORTH 00 DEGREES 08 MINUTES 19 SECONDS WEST, 208.67 FEET;
THENCE SOUTH 89 DEGREES 47 MINUTES 23 SECONDS WEST, 208.67 FEET;
THENCE NORTH 00 DEGREES 08 MINUTES 19 SECONDS WEST, 217.14 FEET;
THENCE SOUTH 89 DEGREES 47 MINUTES 23 SECONDS WEST, 299.86 FEET;
THENCE SOUTH 00 DEGREES 03 MINUTES 27 SECONDS WEST, 219.84 FEET;
THENCE SOUTH 89 DEGREES 41 MINUTES 06 SECONDS WEST, 150.00 FEET;
THENCE SOUTH 00 DEGREES 08 MINUTES 21 SECONDS EAST, 473.38 FEET TO A POINT ON
THE NORTH LINE OF ILLINOIS ROUTE 120;
THENCE SOUTH 89 DEGREES 45 MINUTES 16 SECONDS WEST ALONG THE NORTH LINE OF
ILLINOIS ROUTE 120, 406.50 FEET;
THENCE NORTH 00 DEGREES 08 MINUTES 21 SECONDS WEST, 1,289.66 FEET TO THE POINT
OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

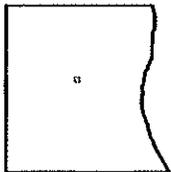
EXHIBIT 2
Lake County, Illinois

FAIRGROUND PROPERTY



TOTAL ACREAGE = 104.250382 ACRES

400 ft



LakeCounty
Geographic Information System

Lake County Department
of Information Technology
18 N County St
Waukegan IL 60085
(847) 377-2373

Map Printed on 01/28/2014



- Lake County Border
- Water
- Tax Parcels

Disclaimer

The selected soil feature layer may not occur anywhere in the current map extent. A Registered Land Surveyor should be consulted to determine the precise location of property boundaries on the ground. This map does not constitute a regulatory determination and is not a base for engineering design. This map is intended to be viewed and printed in color.

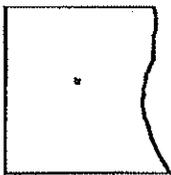
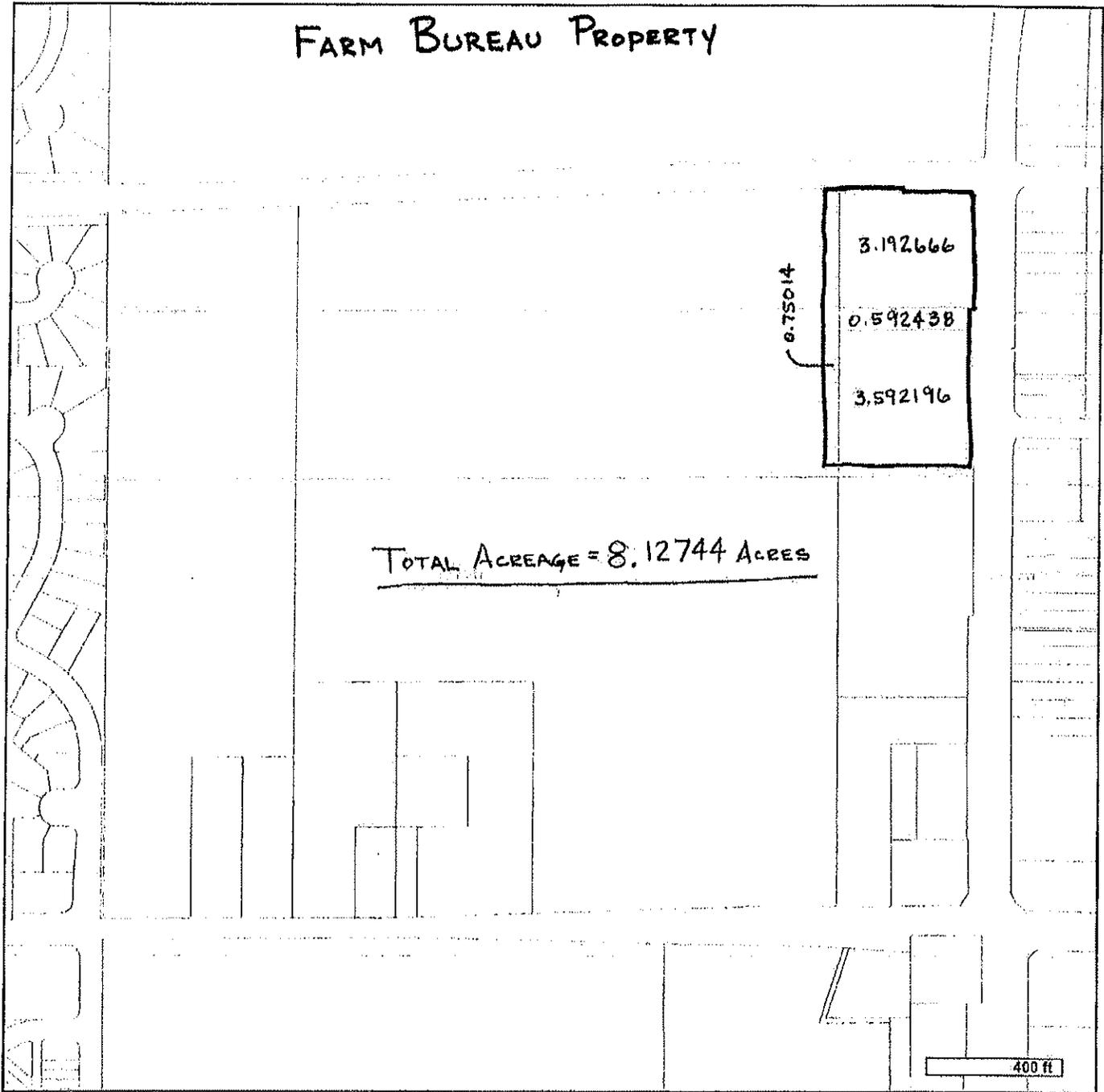
EXHIBIT 3

FARM BUREAU LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE EAST 535 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 25 AND THE NORTH LINE OF THE SOUTH THREE EIGHTS OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25;
THENCE SOUTH 00 DEGREES 05 MINUTES 23 SECONDS EAST ALONG THE WEST LINE OF THE EAST 535 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 25, 466 FEET;
THENCE NORTH 89 DEGREES 38 MINUTES 55 SECONDS EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTH THREE EIGHTS OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25, 430.35 FEET TO A POINT ON THE WEST LINE OF U.S. ROUTE 45;
THENCE NORTH 00 DEGREES 00 MINUTES 07 SECONDS EAST ALONG THE WEST LINE OF U.S. ROUTE 45, 465.82 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH THREE EIGHTS OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25;
THENCE EAST ALONG THE NORTH LINE OF THE SOUTH THREE EIGHTS OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25, 10.00 FEET TO A POINT ON THE WEST LINE OF U.S. ROUTE 45;
THENCE NORTH 00 DEGREES 05 MINUTES 36 SECONDS EAST ALONG THE WEST LINE OF U.S. ROUTE 45, 316.58 FEET;
THENCE NORTH 24 DEGREES 15 MINUTES 53 SECONDS WEST, 27.12 FEET TO A POINT ON THE SOUTH LINE OF CENTER STREET;
THENCE NORTH 89 DEGREES 57 MINUTES 41 SECONDS WEST ALONG THE SOUTH LINE OF CENTER STREET, 233.52 FEET;
THENCE NORTH 00 DEGREES 19 MINUTES 48 SECONDS WEST ALONG THE SOUTH LINE OF CENTER STREET, 10.00 FEET;
THENCE ALONG AN ARC, SAID ARC BEING THE SOUTH LINE OF CENTER STREET, HAVING A RADIUS OF 22,878.32 FEET, TO A POINT ON THE WEST LINE OF THE EAST 535 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 25;
THENCE SOUTH 00 DEGREES 05 MINUTES 23 SECONDS EAST ALONG THE WEST LINE OF THE EAST 535 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 25, 352.29 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

EXHIBIT 3

Lake County, Illinois



Lake County
Geographic Information System

Lake County Department
of Information Technology
18 N County St
Waukegan IL 60086
(847) 377-2373

Map Printed on 01/28/2014



- Lake County Border
- Water
- Tax Parcels

Disclaimer

The selected soil feature layer may not occur anywhere in the current map extent. A Registered Land Surveyor should be consulted to determine the precise location of property boundaries on the ground. This map does not constitute a regulatory determination and is not a base for engineering design. This map is intended to be viewed and printed in color.



Lake County Illinois

Certified Copy

resolution: 14-0101

File Number: 14-0101

Joint resolution authorizing the execution of an amendment to the Transportation Improvement Agreement with the Village of Grayslake for the Fairground/Farm Bureau Property.

RESOLUTION

WHEREAS, this Lake County Board, by prior resolution at its meeting of August 9, 2005, approved the Transportation Improvement Agreement with the Village of Grayslake for the Fairground/Farm Bureau; and

WHEREAS, since the execution of the agreement, the development approvals for the Fairground/Farm Bureau Property, on which the agreement was originally based, have lapsed; economic changes and various roadway improvements have occurred; and

WHEREAS, an amendment to the original agreement is necessary to address the above mentioned changes, a draft copy of said agreement amendment is attached hereto; and

WHEREAS, the Village of Grayslake will collect and deliver to the County, improvement payments in an amount equal to \$46,403.00 per acre for the 104-acre Fairground Parcel, which the County shall use to complete area-wide improvements.

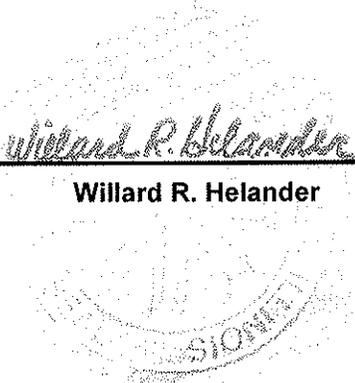
NOW, THEREFORE BE IT RESOLVED by this Lake County Board, that the County Board Chair, the County Clerk, and the County Engineer of Lake County, be authorized, and they are hereby directed to execute an amendment to the agreement with the Village of Grayslake for the Fairground/Farm Bureau Property and such authorization shall include any necessary subsequent amendments.

BE IT FURTHER RESOLVED that the County Engineer shall transmit, in writing, the amendment, and any subsequent amendments, to be executed by the County Board Chair and the County Clerk.

DATED at Waukegan, Illinois, on February 11, 2014.

I, Willard R. Helander, certify that this is a true copy of resolution No. 14-0101, passed by the Lake County Board on 2/11/2014.

Attest:


Willard R. Helander

Willard R. Helander

FEB 12 2014

Date Certified