

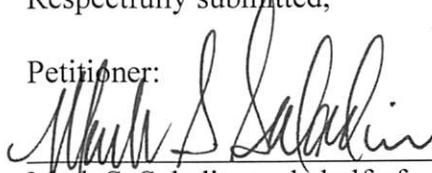
PETITIONER'S ADDENDUM TO APPLICATION
FOR DEVELOPMENT REVIEW
FILED WITH LAKE COUNTY

1. The Petitioner hereby voluntarily desires to grant a conservation easement on the Property which is located to the northwest and north of the development area of the site as more fully depicted on Exhibit "A" attached hereto and made a part hereof.

2. The Petitioner does hereby request that the Sign Plan set forth in Exhibit "B" attached hereto and made a part hereof be adopted for purposes of approval. The sign meets the Sign Ordinance of Lake County.

Respectfully submitted,

Petitioner:



Mark S. Saladin, on behalf of
Timothy P. James

Mark S. Saladin
Zanck, Coen, Wright & Saladin, P.C.
40 Brink Street
Crystal Lake, Illinois 60014
(815) 459-8800

LAKE COUNTY ZONING BOARD OF APPEALS

CONDITIONAL USE PERMIT APPLICATION

 COPY

Applicant(s): Timothy P. James
(please print) Owner(s)

Phone: [REDACTED]

[REDACTED]

Fax: _____

Address

Email: [REDACTED]

Contract purchaser(s) if any

Phone: _____

Fax: _____

Address

Email: _____

I/we hereby authorize the following person to represent me/us in all matters related to this application:

Mark S. Saladin
Name

Phone: [REDACTED]
Cell: _____

Zanck, Coen, Wright & Saladin, P.C.

Fax: [REDACTED]
Email: [REDACTED]

Address

Subject	Present Zoning:	<u>R1</u>
Property:	Present Use:	<u>Residential</u>
	Proposed Use:	<u>General Commercial Zoning District for a storage business.</u>
	PIN(s):	<u>09-36-400-009</u>
	Address:	<u>26550 W. Brown Road</u>
		<u>Wauconda, Illinois 60084-2508</u>

Legal description:
(see deed)

Request:

I/we request a conditional use permit be approved to allow:
The development of a storage unit business that also allows for
the storage of recreational vehicles and boats.

Explain why this conditional use permit is justified:

This permit is justified because of the growth of the surrounding
communities. The surrounding communities also contain lakes
and rivers that members of the communities frequent. This
business would allow them a place to store their boats and
recreational vehicles in their own community.

Approval
Criteria:

The Lake County Zoning Board of Appeals is required to make findings of fact on your request. You should "make your case" by explaining specifically how your proposed request relates to each of the following criteria:

- A. the use in its proposed location will be consistent with the stated purpose and intent of the Zoning Ordinance ("Purpose and Intent", section 151.005)
The proposed Conditional Use Permit will allow the development of the property and allow for meeting the needs of the growing communities. It will allow people to have a local place to store their possessions.

- B. the proposed use in its proposed location complies with all applicable standards of this Ordinance, including any applicable Use Standards of section 151.111; and
With rezoning and Planned Unit Development, this property will be prepared for development and creation of a storage facility.

- C. the proposed use in its proposed location will not have a substantial adverse impact on any of the following, either as they exist at the time of application or as they may be developed in the future due to implementation of the Comprehensive Plan:

1. adjacent property,

The development of the property will allow for the improvement of the aesthetics of the neighborhood and allow for the development of the property. Adjacent properties may see a slight increase in vehicles on the road, but nothing that is going to majorly impact them.

2. the character of the neighborhood,

The development of the property will increase the aesthetics of the area. Adjacent properties will have an obstructed view of the storage facility and the entrance will be off of Brown Road so it will not affect traffic in the neighborhood.

3. natural resources,
The project will work to preserve any natural resources that are determined to exist.

4. infrastructure,
This project will be engineered and any infrastructure that is built will be within the the plans and code for Lake County.

5. public site, or
This project is next to the Lakewood Forest Preserve. The community will still be able to enjoy the Lakewood Forest Preserve. As for the project itself, it will allow people the opportunity to store recreational vehicles and other possessions without a lot of travel.

6. any other matters affecting the public health, safety, or general welfare.
The proposed project will have little to no effect on public health, safety or general welfare on the community. This project will actually allow for more storage items that will potentially eliminate storage by people in locations that is not within code for Lake County.

Approval Lake County Zoning Board of Appeals is required to consider the following PUD approval criteria:

1. The proposed development in its proposed location is consistent with the Regional Frame Plan;

The PUD will allow for the development of the property and meet the needs of a growing community and the development of land in unincorporated Lake County.

2. The proposed development in its proposed location complies with the PUD standards of 151.132;

- a.) Creative approach to the use of the land and the related physical development.
- b.) The development will meet the standards set forth in 151.132(H).

3. The proposed development in its proposed location will not result in a substantial adverse effect on any of the following, either as they exist at the time of the application or as they may in the future be developed as a result of implementation of the Regional Framework Plan;

- a.) Adjacent Property

The project would develop part of the land to be compatible with nearby zoning which is currently General Commercial.

- b.) Natural Resources

When developed, the Petitioner will allow for adequate public facilities and services to the property. The Planned Development will also keep some of the visuals of the current property so that it preserves some of the natural resources that exist on the property.

- c.) Infrastructure

There will be adequate public facilities and services to the property. The development will be engineered to protect wildlife and natural resources on the property.

- d.) Public Sites

As indicated, above, the development will be engineered to protect any wildlife and natural resources on the property and adequate public facilities and utilities will service the property.

- e.) Any other matters affecting the public health, safety or general welfare.
None known.

I/we hereby attest that all information given above is true and complete to the best of my/our knowledge.

[Redacted Signature]

Signature of owner(s) Timothy P. James

Signature(s) of contract purchasers

I, Mark S. Saladin a Notary Public aforesaid, do hereby certify that
Timothy P. James personally known to me is
(are) the person(s) who executed the foregoing instrument bearing the date of
May 29, 2019 and appeared before me this day in person and acknowledged that
he/she/they signed, sealed and delivered the same instrument for the uses and purposes therein set
forth.

Given under my hand and Notarial Seal this 29th day of May, 2019.

(Seal)

My Commission expires 10-28-22.
OFFICIAL SEAL
MARK S. SALADIN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/28/22

Natural Resource Information Report Application

McHenry-Lake County Soil and Water Conservation District

1648 S. Eastwood Dr., Woodstock, IL 60098 Voice: (815) 338-0099 Fax: (815) 338-7731

For office use only

File Number: _____ Date Received: _____ 20 _____

Fee: _____ (Please make check payable to McHenry-Lake County SWCD.)

The McHenry-Lake County SWCD has thirty (30) days to complete this report after receipt of ALL the following items and after presentation to SWCD Board of Directors at their regularly scheduled meeting: Board meetings are scheduled for the first Tuesday of each month at the SWCD office.

Application Check List

Plat of Survey: ☒

Petition: ☒

Fee: ☒

Tentative plat: ☐

Intensive Soil Survey: ☐

Tile Investigation: ☐

Certified Wetland Determination/Delineation: ☐

Processing of the NRI report will not begin until all of the required items have been received by the MLCSWCD (office unless otherwise indicated by SWCD Staff)

Fee: Full report: \$400.00 for 1-3 acres and \$25.00 for each additional acre or part thereof.

Letter: \$100.00 SWCD will determine when letter or full report format will be necessary.

Petitioner's Name: Tim James Phone: (847) 650 - 5671

Address: 285A Regency Court, Wauconda, IL 60084

Contact Person: Mark S. Saladin, Zanck, Coen, Wright & Saladin, PC Phone: (815) 459 - 8800

Address: 40 Brink Street, Crystal Lake, IL 60014

Parcel Index Number(s): (1) 09 - 36 - 400 - 009 (2) _____

(3) _____
Aggregate parcel size 24.95 (acres)

Current Zoning: R-1 Residential Requested Zoning: GC General Commercial with CUP/PUD

Description of Zoning Request: _____

Proposed Improvements:

☐ Dwellings on Slabs

☐ Common Open Space

☐ Drainage Ditches/Swales

☐ Dwellings with Basements

☐ Sewers

☐ Wet Retention Basin

☒ Commercial Buildings

☒ Individual Wells

☐ Storm Sewers

☐ Park/Playground Areas

☐ Community Water

☐ Dry Detention Basin

☐ Conservation Easements

☒ Septic Systems

☐ Other _____

Unit of Government Responsible: ☐ County of McHenry ☒ County of Lake
☐ City/Town of _____

Is the parcel within 1 mile of a Village or City Boundary? ☒ Yes ☐ No

If yes, which (City/Town/Village)? Wauconda

It is understood that filing this application allows a district representative the right to conduct an onsite investigation of the parcel(s) described above. Furthermore, this report becomes subject to the Freedom of Information Act after presentation to the District Board of directors at their regularly scheduled meeting.

Zanck, Coen, Wright & Saladin P.C.

Contact person or Petitioner's signature: Mark S. Saladin Date: 5 / 31 / 2019

Project Overview for Store-More

Background Information on Applicants

Timothy and Kristan James

285 A Regency Court

Wauconda, IL 60084

- Wauconda residents since 2012
- Lake County residents since 1987
- Owner of Atrium Garden Center in Lake Zurich from 1994-2018.
- L.Z. Chamber of Commerce member for 24 years.
- Owner of Flowerwood Garden Center in Crystal Lake from 2004 to present.
- Owner of Timothy James Nursery (a 200-acre wholesale nursery) from 1989 to present.

Project/Property Location

25250 W. Old Rand Rd. Wauconda, IL 60084 is located on the south end of Wauconda in Wauconda Township just east of Rt. 12. The property has been in the Becker family for over 50 years and has been largely neglected and fallen into a state of disrepair. Our proposal/project will turn this site into a visually appealing development with environmental improvements that will work in conjunction with our intended purposes.

Scope of the Project

We would like to develop the property into a premier self-storage facility with an emphasis on quality similar, to that represented at Atrium Garden Center with its award-winning design and beautifully landscaped facility that became a standard for quality in the Chicagoland area. We believe that this would be the best and highest use of this property as it is adjacent to other commercial property, which will blend nicely with the surrounding environment. A feasibility

study showed that there is an un-met demand for self-storage in this area, particularly in "climate-controlled" self-storage.

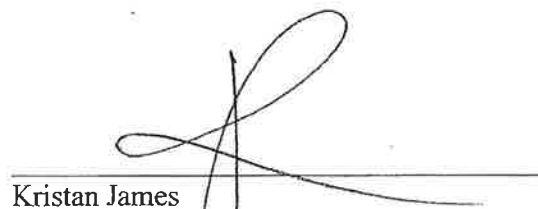
We have been working with the staff at Lake County as well as a number of our own consultants (Hey & Associates, Pearson Brown & Associates, Zank, Coen, Wright, & Saladin P.C., Harrison & Associates, and R.W. Hendricksen Tree Care) to make this the best possible project. We have refined this project many times and believe that we have successfully achieved a balance between the needs of the business and the needs of the surrounding natural resources. Although we've exceeded the allowable tree removal by 20% this area is in a 3.6-acre mature woodland composed mainly of buckthorn and trees that are dead or in poor condition. For that reason, our reforestation plan exceeds the county ordinance for the minimum number of trees by 50% which will include a significant number of varying species to improve the woodland's biodiversity. We are also proposing a natural resource maintenance plan that will minimize the return of the buckthorn in the future. Additionally, we propose to improve the wetlands and wetland buffer areas, please see the attached report from Hey & Associates regarding these improvements. Also, in keeping with the integrity of the adjacent forest preserve, we have chosen to use all native species in our reforestation plan.

In summary, we feel this project will not only create a high-quality development but also meet a need for the community while improving the natural resources on the property.

Respectfully Submitted:


Timothy James

12/3/19
Date


Kristan James

12/3/19
Date

Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture

26575 W. COMMERCE DRIVE, SUITE 601

VOLO, ILLINOIS 60073

PHONE (847) 740-0888

FAX (847) 740-2888

MEMORANDUM

TO: Tim James

CC:

FROM: Steven Rauch

DATE: November 25, 2019

RE: Wetlands, Stormwater Management Basin and Trees-Self Storage Facility, Wauconda Township, Lake County, Illinois

PROJECT NO. 18-0172

Wetlands and Stormwater Management Basin

Two wetlands totaling 5.88-acres were delineated on the property. The existing pond/wetland (Wetland 1) totals 1.27-acres and was determined an isolated wetland under the jurisdiction of Lake County. The pond was constructed between 1946 and 1961 based on a review of the Lake County Maps Online website. The pond was excavated from mapped hydric wetland soils likely for the purpose of livestock watering and/or agricultural irrigation. The current condition of the pond/wetland is degraded with the water surface almost 100% covered with duckweed and algae by mid-summer in most years. The banks and surrounding wetland are covered by the monoculture of non-native reed canary grass and the Floristic Quality Assessment resulted in a low quality determination and limited observed wildlife usage. Also, it is assumed that there is no safety ledge in the pond.

The current pipe outlet is not maintained and is routinely clogged which results in erosional features along the existing berm during high water as the water finds an alternative outlet over the berm. Also, there is no active management of the vegetation to promote native plants.

The proposed wetland and stormwater management basin while providing approximately the same amount of open water and vegetation will be an improvement for water quality treatment over the existing pond/wetland. The pond will have an eight-foot wide safety shelf and a maintainable outlet structure. The native plantings will greatly increase the diversity of the vegetation and the floristic quality assessment should result in a moderate to high quality determination. The wetland and stormwater basin design will have four distinct areas: open water in which rooted aquatic plants will establish, an emergent marsh in the 3 to 4 inch deep areas, a wet prairie zone between normal and high water levels, and mesic prairie for areas above the

ADDITIONAL OFFICES IN CHICAGO, ILLINOIS AND MILWAUKEE, WISCONSIN

high water levels. This should increase wildlife utilization of the wetland by turtles, frogs, wading birds, and waterfowl. A 40-foot wetland buffer will be provided most of which will be mesic prairie.

The wetland and stormwater management basin will be managed and monitored during the three to five year period after construction and then a long term maintenance plan will be implemented by the owner.

Wetland 2 (4.61-acres) is a low quality wetland based on the Floristic Quality Assessment. For several years, manure and straw bedding from the farmstead were spread in this wetland. Because of its size the wetland does have moderate functional value for stormwater storage and nutrient retention. No wetland impacts are proposed and since the wetland is over 2.50-acres, it will require a 50-foot buffer. Areas in the buffer that will be hydrologically disturbed will be planted as mesic prairie. Some of the buffer areas will be planted with native trees and shrubs as part of the reforestation plan. Common buckthorn shrubs in the wetland and the wetland buffer will be cut flush to the ground and the stumps treated with herbicide. Follow up herbicide treatments on resprouts and new saplings will continue as needed.

Trees

A tree inventory and survey were conducted on the property and resulted in 249 trees over 12 inches in diameter at breast height being identified. The tree conditions were provided under the following classifications: Dead-5, Poor-89, Fair-117, and Good-38. Of these, 89 trees were 24 inches in diameter or greater and therefore are classified as significant trees (18 of these are standalone trees while the remaining significant trees are in the various natural resource zones. The proposed plan preserves 47 significant trees (53%) and 42 trees are scheduled to be removed (47%). The proposed traditional landscape plan will plant 52 new trees of various species, 86 shrubs of a diverse variety, and several herbaceous species will be installed in planter beds.

In addition to the traditional landscape plan the applicant is proposing a reforestation plan on 1.60-acres which is 50% greater than what is required by the ordinance (1.05-acre is the requirement). The reforestation plan will eventually provide an overall mature woodland/grove on the site of 3.40-acres. Currently the site has 3.61-acres of mature woodland/grove of which 1.80-acres will be preserved. The reforestation plan consists of 15 3-inch trees and 75 1.5-inch trees (90 trees). The trees will consist of the following native species: sugar maple (*Acer saccharum*), redbud (*Cercis canadensis*), swamp white oak (*Quercus bicolor*), bur oak (*Quercus macrocarpa*), red oak (*Quercus rubra*), white pine (*Pinus strobus*), and American linden (*Tilia americana*). This will immediately increase the diversity of the native trees on the site and add to the number of trees as the planted trees develop and start to reproduce. Also, these plantings will provide additional screening that the preserved mature woodland is already providing.

Common buckthorn shrubs in the preserved young woodland, mature woodland, grove, and the reforestation areas will be cut flush to the ground and the stumps treated with herbicide. Follow up herbicide treatments on resprouts and new saplings will continue as needed.

Overall, approximately 8.00-acres of buckthorn management will take place.



LakeCounty

COPY

Application Number: _____
(To be entered by staff)

Staff Planner: _____

Fees Paid: _____; Date: _____
(All Fees are Non-Refundable)

APPLICATION FOR DEVELOPMENT REVIEW

Name of Development: James Self Storage (Store More!)

Township: Wauconda Zoning: Residential

Parcel Number(s): 09-36-400-009

CONTACT INFORMATION

Ownership Disclosure: (circle appropriate classification)

Fee Owner

Land Trust¹

Corporation²

Assumed Name³

Partnership/Joint Venture/Syndicate/Voluntary Association⁴

Name: Timothy P. James

Agency Name: _____

Address: [REDACTED]

Phone Number: [REDACTED] Fax Number: _____

Cell Phone Number: [REDACTED] Email Address: [REDACTED]

Representative Disclosure (if developer is someone other than owner of property)

I/we hereby designate the following individual(s) to represent me in all matters pertaining to this application.

Owner

N/A
Owner

¹ Petitioner shall identify each beneficiary of land trust by name, address and beneficiary's interest. Applications must be verified by trustee.

² Application shall include the names, addresses of all stockholders owning interest in excess of 20% of stock in the corporation.

³ Application shall include the names, addresses of all true and actual owners of business or entity.

⁴ Application shall include the names, addresses of all partners, syndicate members, or members of voluntary association.

DeveloperName: Timothy P. JamesAddress: [REDACTED]Phone Number: [REDACTED] Fax Number: Cell Phone Number: [REDACTED] Email Address: [REDACTED]**Acknowledgment of Regulations**

I hereby acknowledge that I have received and am aware of all regulations governing the development of the above-listed property. I have received a copy of the UDO: School and Park Contributions (151.220 et seq.) including the procedures for objecting to such assessment as prescribed by said subchapter. By signing this clause, I acknowledge that I have received notice of such assessment and the procedure to file an objection to a school contribution assessment. I further acknowledge that the information I have submitted is true and accurate in its representation and treatment of the regulations governing this property and take full responsibility for its content.

[REDACTED]
Developer - Signature Timothy P. James

DEVELOPMENT DETAILS**Type of Development:**Conventional Conservation Planned Development**Development Composition**Residential Non-residential Mixed Use**Subdivision Procedure:**

Lot Split Minor Subdivision Major Subdivision Resubdivision

Plat Amendment Road Extension

Development Attributes:Gross land area: 24.95Subdivisions:Number of lots: Number of Units: Nonresidential DevelopmentsFloor Area⁵: Existing: -0- Total: 188,179 sfImpervious Surface⁶: Existing: Total:

⁵ Floor Area – The sum of the total square footage of all stories of a building under roof measured from the exterior limits of the building.

⁶ Impervious Surface – Any hard surface, man made area that does not readily absorb or retain water, including but not limited to building roofs, parking and driveway areas, graveled areas and sidewalks.

Review Agencies

Nearest municipality (*within 1.5 miles of subdivided property or municipality with jurisdiction through an intergovernmental agreement*)
Wauconda

School Districts: (*for residential subdivisions only*)

Elementary: N/A; High School: _____

Access Authority: State County Local

Road Classification: Freeway Arterial Collector Local

Type of Water Supply: Public ☒ Private ☐

If public, list the name of the owner (*e.g. Lake County Public Works*)

Type of Sewage Disposal: Public ☒ Private ☐

If public, list the name of the owner (*e.g. Lake County Public Works*)

Gas: Nicor

Cable TV: _____ Telephone: _____

Fire Protection District: Wauconda Fire Protection District

Park District (*if applicable*) Forest Preserve



Image# 058095610003 Type: DTR
 Recorded: 03/25/2019 at 12:33:52 PM
 Receipt#: 2019-00013615
 Page 1 of 3
 Fees: \$675.00
 IL Rental Housing Fund: \$9.00
 Lake County IL Recorder
 Mary Ellen Vanderventer Recorder

File 7550826

TRUSTEE'S DEED ILLINOIS STATUTORY

This indenture, made this 15th day of March, 2019, between PAUL NELSON and WILLIAM BECKER, CO-TRUSTEES UNDER TRUST AGREEMENT DATED APRIL 23, 2001 AND KNOWN AS JULES D. BECKER TRUST, GRANTORS, do hereby CONVEY and QUIT CLAIM unto TIMOTHY P. JAMES, a single person GRANTEE, of the City of Wauconda, County of Lake, State of Illinois, for and in consideration of TEN & 00/100 DOLLARS, and other

good and valuable consideration in hand paid, all interest to and within the following described Real Estate situated in the County of Lake in the State of Illinois, to wit:

REAL ESTATE TRANSFER TAX



County:	\$205.00
Illinois:	\$410.00
Total:	\$615.00

Stamp No:	1-157-963-168
Declaration ID:	20190304927572
Instrument No:	7550826
Date:	25-Mar-2019

THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 44, NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER QUARTER SECTION THENCE RUNNING WEST ON THE QUARTER QUARTER SECTION, LINE 80 RODS, THENCE SOUTH 68 RODS; THENCE EAST 80 RODS, THENCE NORTH 68 RODS TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THAT PART THEREOF CONVEYED BY ANDREW C. BANGS AND FRANCES M. BANGS, HIS WIFE, TO LOUIS H. TODD, BY WARRANTY DEED RECORDED MARCH 13, 1876, IN BOOK 58 OF DEEDS, PAGE 476, DESCRIBED AS FOLLOWS: COMMENCING 12 RODS NORTH OF THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP AND RANGE AFORESAID, THENCE NORTH 24 RODS TO THE CENTER OF WAUCONDA AND CHICAGO HIGHWAY THENCE SOUTHEASTERLY ALONG THE CENTER OF SAID ROAD 38 RODS, THENCE WEST 29 RODS AND 11 LINKS TO THE PLACE OF BEGINNING, AND EXCEPT THE WEST 300 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 44 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF RAND ROAD), IN LAKE COUNTY, ILLINOIS. ALSO EXCEPTING THEREFROM THE NORTH 240 FEET OF THE EAST 250 FEET OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 44 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 09-36-400-009-0000

Address(es) of Real Estate: 26550 Brown St., Wauconda, Illinois 60084 and 25250 Old Rand Road, Wauconda, Illinois 60084

SUBJECT TO: general real estate taxes not yet due and payable at the time of Closing; covenants, conditions and restrictions of record; and building lines and easements, if any, so long as they do not interfere with Grantee's use and enjoyment of the property.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Dated this 15th day of March, 2019.

WILLIAM BECKER, CO-TRUSTEE UNDER
 TRUST AGREEMENT DATED APRIL 23, 2001
 AND KNOWN AS JULES D. BECKER TRUST

PAUL NELSON, SUCCESSOR CO-TRUSTEE
 UNDER TRUST AGREEMENT DATED APRIL
 23, 2001 AND KNOWN AS JULES D. BECKER
 TRUST

Freedom Title Corporation
 2220 Hicks Road
 Suite 206
 Rolling Meadows, IL 60008

STATE OF FLORIDA)
) SS.
 COUNTY OF MONROE)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that William Becker, as Co-Trustee under the Jules D. Becker Trust dated April 23, 2001, known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said Trust for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 16 day of March, 2019.



[Signature] (Notary Public)

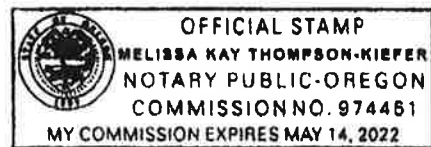
STATE OF OREGON)
) SS.
 COUNTY OF TILAMOOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid DO HEREBY CERTIFY that Paul Nelson, as Successor Co-Trustee under the Jules D. Becker Trust dated April 23, 2001, known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said Trust for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 15th day of March, 2019.

Melissa K. Thompson-Kiefer (Notary Public)

Prepared By: Jennifer E. Walker
 PLUNKETT COONEY, P.C.
 221 N. LaSalle Street
 Suite 1550
 Chicago, Illinois 60601



Mall To:
 Mark Saladin
 Zanck, Coen, Wright & Saladin, P.C.
 40 Brink Street
 Crystal Lake, IL 60014

Send Tax Bills To:
 Timothy P. James
 285A Regency Ct.
 Wauconda, IL 60084



Plat Act Affidavit

18 N County St - 6th Floor
Waukegan, IL 60085-4358
Phone: (847) 377-2575
FAX: (847) 984-5860

STATE OF ILLINOIS

COUNTY OF LAKE

SS

I, (name) Pamela D. Lano, Attorney for Justin Beck, being duly sworn on oath, state that I reside at Trus, and that the attached deed is not in violation of the Plat Act, Ch. 765 ILCS 205/1.1(b), as the provisions of this Act do not apply and no plat is required due to the following allowed exception (Circle the number applicable to the attached deed):

1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access;
9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land;
10. The conveyance of land does not involve any land division and is described in the same manner as title was taken by grantor(s).

AFFIANT further states that this affidavit is made for the purpose of inducing the RECORDER OF LAKE COUNTY, ILLINOIS to accept the attached deed for recording. (This affidavit is not applicable to Facsimile Assignment of Beneficial Interest.)

Justin Beck Trust

Paul Nelson and William Beck
Trustees

Revised: September 7, 2010 11:40 AM

SUBSCRIBED and SWORN to before me this 20 day of March 2011

Notary:

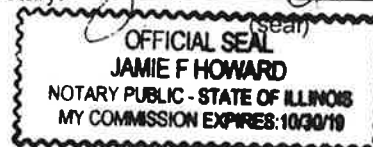


EXHIBIT A

GRANT OF CONSERVATION EASEMENT

This Grant of Conservation Easement is made this _____ day of _____, 2020, by Timothy P. James ("Grantor"), in favor of _____ (an Illinois not-for-profit corporation) having an address at _____ ("Grantee").

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Lake County, Illinois, more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, the Property possesses natural and scenic values (collectively "conservation values") of great importance to Grantor, the people of Lake County and the people of the State of Illinois; and

WHEREAS, the Property consists of wetlands, prairie plants, native trees, and open space; and

WHEREAS, the specific conservation values of the Property are documented in the materials attached hereto as Exhibit B and incorporated by this reference, which consist of reports, maps, photographs, and other documentation that the parties agree collectively provide an accurate representation of the Property at the time of this grant and which are intended to serve as an objective baseline for monitoring compliance with the terms of this grant; and

WHEREAS, Grantor intends to achieve certain purposes (the "conservation purposes"), including the preservation of the conservation values of the Property by the continuation of land use patterns existing at the time of this grant, and, in general, the preservation of natural plant and animal communities and scenic areas in the region in which the Property is located; and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity; and

WHEREAS, Grantee is a publicly supported, tax-exempt, non-profit organization, qualified under Section 501(c)(3) and 170 (h) of the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder (the "Code") whose primary purpose is the preservation, protection, or enhancement of land in its natural, scenic, forested, and/or open space condition; and

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to endeavor to preserve and protect in perpetuity the conservation values of the Property for the benefit of this generation and generations to come;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of Illinois, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement (the "Easement") in

perpetuity over the Property of the nature and character and to the extent hereinafter set forth, and to have and to hold unto Grantee and its successors and assigns forever.

1. Purpose. It is the purpose of this Easement to assure that the Property will be retained forever predominately in its natural scenic, or restored, and open space condition and that any natural plant and animal communities located on the Property which are indigenous to Lake County, Illinois will be preserved to the extent feasible.

2. Rights of the Grantee. To accomplish the purpose of this Easement, the following rights are conveyed to Grantee by this Easement:

(a) To preserve and protect the native flora, fauna, soils, watertable and drainage patterns, and other conservation values of the Property;

(b) To view the Property in its scenic and open condition at ground level from adjacent publicly-accessible land;

(c) To enter upon the Property at reasonable times to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that, except in cases where Grantee determines that immediate entry is necessary to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior notice to Grantor and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property in accordance with the terms of this Easement;

(d) To enforce the terms of this Easement by appropriate legal proceedings so as to prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use; and

(e) In the event that Grantor fails to properly maintain the property, to enter upon the Property at reasonable times upon prior notice to and with the approval of Grantor to plant native trees, shrubs, grasses and forbs, or to remove non-native vegetation, and/or to mow, or burn, vegetation to encourage its proper growth and maintenance. The cost of such restoration activity may be billable to the Grantor, as determined by the Grantee. Grantor's approval for entry upon the Property shall not be unreasonably withheld.

2.1 Acts Beyond Control of Grantee. Grantee shall not be held responsible for injury to or change in the Property resulting from causes beyond its control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by it or Grantor or any governmental agency under emergency conditions to prevent, abate, or mitigate significant injury to the Property or resulting from such causes or arising out of the criminal act or malicious mischief of trespassers or the visiting public or arising out of any taking of the Property or any part thereof by any government or governmental agency or utility under powers of eminent domain.

3. Prohibited Actions and Uses. Unless expressly permitted in Section 5 hereof, any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities on and uses of the Property are expressly prohibited:

(a) The placement or construction of any buildings, whatsoever, or other structures or improvements of any kind, (including, without limitation, above ground utility lines and related facilities, lighting fixtures of any kind, sheds, roads, antennae, tennis courts, lawns, flag poles, decks, patios, swimming pools, driveways, playground equipment such as swing sets or jungle gyms, signs, billboards, and parking lots and other man-made or impervious surfaces) provided, however, fences and berms as approved by Lake County are permissible;

(b) Any alteration of the surface topography and hydrology of the land (including, without limitation, grading or the excavation, removal or moving of soil, sand, gravel, peat, or vegetation, except as may be necessarily required in the course of any activity expressly permitted hereunder);

(c) Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant siltation or pollution of any surface or subsurface waters (including, without limitation, any use or application of any pesticide or herbicide, except in accordance with the management plan attached hereto as Exhibit C);

(d) The draining, filling, diking, dredging or digging of any wetlands, ponds, water course, flood plains, or other areas located on the Property, or the redirection of any ground or surface water which is necessary to sustain the native plant and animal life inhabiting the Easement.

(e) The legal or de facto division, subdivision, or partition of the Property or the use of the Property for increasing the density of development of any real estate not covered by this Easement;

(f) The destruction or removal of the native plant communities located on the Property;

(g) The dumping, placing or storing of ashes, trash, garbage, landscape waste, or other such waste material;

(h) The creation of any new tracks, roads, or trails through the operation or permitting operation of snowmobiles, motorcycles, all-terrain vehicles, automobiles, or any other type of motorized vehicle (except for vehicles used only in connection with maintenance activities permitted hereunder);

(i) The use, exercise, or transfer of development rights on or to the Property, or any portion thereof, including, without limitation, any and all rights, however designated, now or hereafter associated with the Property or any other property that may be used, pursuant to

applicable zoning laws or other governmental laws, ordinances, or regulations, to compute permitted size, height, bulk, or number of structures, development density, lot yield, or any similar development variable on or pertaining to the Property or any other property;

(j) The lighting of the Property by means of any lighting fixture located on the Property or by means of any flood or spotlight located off the Property but focused on the Property;

(k) The riding or grazing of any horses or other agricultural and barnyard animals.

4. Development Rights. To the extent that Grantor owns or is entitled to development rights which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Property may be developed to a use more intensive (in terms of height, bulk, or other objective criteria regulated by such ordinances) than the Property is devoted as of the date hereof, such development rights shall not be exercisable on, above, or below the Property, nor shall they be transferred to any adjacent parcel and exercised in a manner that would interfere with the preservation and conservation purposes of this Easement.

5. Reserved Rights. Grantor reserves to itself and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement, including the right to use the Property for recreational purposes not prohibited under the foregoing provisions and which do not interfere with the preservation of the plant and animal communities currently on, or restored to, the Property, as part of a restoration plan undertaken pursuant to this Easement. Grantor reserves the right to maintain unpaved walking trails through the property as identified in the baseline documentation and management plan that are attached hereto as Exhibits B and C.

6. Grantee's Remedies.

If at any time and from time to time, Grantee determines that the Grantor, or its agents, are in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to the Grantor of such violation and demand corrective action sufficient to cure the violation, and where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the property to the condition that existed prior to any such injury. Without limiting the Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered

to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided to cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to other such relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Grantor waives any bond requirement which may be applicable to injunctive relief;

(a) Grantor's sole remedy in the event of a failure by Grantee to perform any of its covenants herein contained shall be, if such failure shall continue for thirty (30) days after written notice thereof to Grantee, to institute a suit for injunctive relief or specific performance. Grantor hereby waives any claim for damages resulting from such failure, and expressly acknowledges that any such failure by Grantee shall in no way affect the validity of this Easement or any of the other covenants contained herein.

7. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including without limitation, costs of suit and attorney's fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor.

8. Endowment. Grantor agrees that it will establish a permanent endowment fund by donation of \$_____ to the Grantee. The Grantee agrees to place this money in an endowment fund and shall use only the interest from the fund to monitor the Property and shall use the principal to enforce the conservation restrictions, or as otherwise determined to be in the best interest of the Grantee. Said funds shall be paid to Grantee when this agreement is executed by both parties.

9. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement shall not be deemed or construed to be a waiver by Grantee of such terms or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

10. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

11. Access. No right of access by the general public to any portion of the Property is conveyed by this Easement.

12. Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property with the meaning of the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and the Illinois Environmental Protection Act (415 ILCS 5/1 *et seq.*). Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property.

13. Mechanic's Liens. Grantor shall keep the Property free from any mechanic's liens. If any such liens are placed against the Property, Grantor shall promptly cause them to be released or, in the alternative, shall provide Grantee with title insurance reasonably acceptable to Grantee insuring over said liens. Grantee shall have the right to pay any lien if Grantor fails to provide Grantee with title insurance over the lien. Grantee shall have a lien on the Property in the amount of any funds paid by Grantee to discharge such mechanic's lien until such amount has been repaid by Grantor.

14. Taxes. Grantor shall pay before delinquency all real estate taxes, assessments, fees, and charges of whatever description validly assessed and levied against the property, including any such tax validly assessed and levied against the Property by competent authorities, for their respective periods of ownership (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request, which lien shall be junior and subordinate to this Easement.

15. Indemnity. Grantor shall defend and indemnify Grantee and hold Grantee harmless for any liability, costs, attorneys' fees, judgments or expenses to the Grantee or any officer, director, employee, agent or independent contractor of Grantee (collectively, the "Indemnified Parties") resulting from actions or claims of any nature by third parties arising from defaults under this Easement by Grantor, or arising out of the conveyance of, ownership, possession, or exercise of rights under this Easement (including any such costs and expenses incurred by Grantee in connection with preserving the validity or priority of this Easement), excepting any such matters arising solely from the negligence of Grantee, including without limitation, (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (ii) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law regulation or requirement, including, without limitation, CERCLA and the Illinois Environmental Protection Act, by the Indemnified Parties or by any person other than the Indemnified Parties, in any way affecting, involving, or relating to the Property; (iii) the presence or release in, on from or about the Property, at any time, of any substance now or hereafter defined, listed or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating the air, water, or soil, or in any way harmful or

threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and (iv) any breach or violation of any of the obligations, covenants, representations, and warranties of Grantors contained herein. In the event that Grantor is obligated to indemnify Grantee hereunder, the amount of such indemnity, until satisfied, shall constitute a lien on the Property.

16. Qualified Appraisal. In the event Grantor claims a federal income tax deduction for donation of a "qualified real property interest as that term is defined in Section 170(h) of the Internal Revenue Code, Grantor shall provide Grantee with a copy of all appraisals (hereinafter, the "Qualified Appraisal" as that term is defined in Section 170(a)(1) of the Internal Revenue Code) of the fair market value of this Easement. Upon receipt of the Qualified Appraisal, this fully executed Easement and any endowment requested hereunder by Grantee, Grantee shall sign any appraisal summary form required by the Internal Revenue Service and submitted to the Grantee by Grantor.

Each party hereto acknowledges and agrees that it has not received and is not relying upon tax or other advice from any other party hereon, and that it has and will continue to consult its own advisors. Grantee makes no representation or warranty whatsoever regarding the tax treatment to Grantor of this Easement.

17. Extinguishment. If circumstances arise in the future which render the purpose of the Easement impossible to accomplish, (this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction) then the amount or proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, financing, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Illinois law at the time, in accordance with paragraph 18 hereof. Grantee shall use all such proceeds in a manner consistent with the conservation purposes of this grant, provided, however, that such use shall not be limited to the Property. Amendments, modifications, or boundary line adjustments approved in writing by Grantor and Grantee and not resulting in a net loss of land protected by this Easement shall not be deemed to constitute a termination or extinguishment.

18. Proceeds. This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of paragraph 17, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements permitted under this Easement, if any) by a fraction of which the numerator shall be the value of the Easement at the time of this grant and the denominator shall be the value of the Property, without deduction for the value of the Easement, at the time of this grant. The values at the time of the grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code of 1954, as amended. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant, and the value of the Easement shall be equal to the difference in value between the Property as encumbered by

this Easement. If Grantor does not claim a charitable gift deduction for purposes of calculating federal income taxes and submit a Qualified Appraisal, value of the Easement shall be deemed to be 20% of the value of the Property unencumbered by this Easement.

19. Condemnation. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law and paragraph 18.

20. Assignment. This Easement is transferable with 30 days written notice to Grantor, but Grantee may assign its rights and obligations under this Easement only to an organization or agency that is a qualified organization at the time of transfer under Section 170 (h) of the Internal Revenue Code of 1993, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under the Illinois Real Property Conservation Rights Act (Illinois Compiled Statutes, 765 ILCS 120/1 et. seq.) or any successor Act or provision then applicable. As a condition of such transfer, Grantee shall require that the conservation purposes of this Easement are intended to continue to be carried out and that its terms and provisions are binding upon the assignee and each subsequent assignee. The Grantee shall work with the Grantor to the extent practicable to inform said Grantor of the available assignees.

21. Subsequent Transfers. Grantors shall incorporate this Easement by reference in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantors shall give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantors to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way or result in any liability on the part of the Grantors.

22. Estoppel Certificates. Upon the request of Grantor, Grantee shall within twenty (20) days execute and deliver to record Grantor, or his agents, an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantor.

23. Insurance Certificates. Grantee shall provide valid Certificate of Insurance or Policies of Insurance upon request.

24. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

To Grantor: Timothy P. James
285A Regency Court
Wauconda, Illinois 60084
(847) 650-5671

timjames7100@gmail.com

To Grantee:

or to such other address as either party from time to time shall designate by written notice to the other.

25. Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may amend this Easement; provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of Grantee under any applicable laws or Section 170 (h) of the Internal Revenue Code of 1993, as amended, and any amendment shall be consistent with the purpose of this Easement, and shall not affect its perpetual duration. Any such amendment shall be in writing and recorded in the Office of Recorder of Deeds of Lake County, Illinois.

Notwithstanding any provision herein to the contrary, nothing contained in this Section shall be deemed to permit any change or modification of any boundary line of the Property subject to this Easement or of any Building Envelope within this Easement.

26. Executory Limitation. If Grantee shall cease to exist or to be a qualified organization under Section 170 (h) of the Internal Revenue Code of 1993, as amended, or to be authorized to acquire and hold conservation easements under the Illinois Conservation Rights in Property Act and a prior assignment is not made pursuant to paragraph 19 of this Easement, this Easement shall become immediately vested. Then this Easement and any associated endowment funds, granted for the monitoring of this easement, shall be assigned and transferred to another qualifying organization under Section 501(c)(3) of the Internal Revenue Code, as amended (or the corresponding provisions of any future United States Internal Revenue Law), as determined by the Grantee. Should the Grantee fail to make such determination these assets shall be disposed of by the Clerk of the Circuit Court of the county in which the principal office of the Grantee is then located, exclusively for such purposes as described in this Easement to such organization as said court shall determine, which is organized and operated to fulfill these purposes.

27. Recordation. Grantee shall record this instrument in timely fashion in Office of Recorder of Deeds of Lake County, Illinois and may re-record it at any time as may be required to preserve its rights in this Easement.

28. Mortgage Subordination. Grantor and Grantee agree that all mortgages and rights in the property of all Mortgagees are subject and subordinate at all times to the rights of the Grantee to enforce the purposes of the preservation and conservation easement. Grantor shall provide a copy of the easement to all current and future Mortgagees of the property. The

following provisions apply to all Mortgagees now existing or hereafter holding a mortgage on the property:

(a) If a mortgage grants to a Mortgagee the right to receive the proceeds of condemnation proceedings arising from any exercise of the power of eminent domain as to all or any part of the Property or the right to receive insurance proceeds as a result of any casualty, hazard, or accident occurring to or about the Property, the Mortgagee shall have a prior claim to the insurance and condemnation proceeds and shall be entitled to same in preference to Grantee until the mortgage is paid off and discharged, notwithstanding that the mortgage is subordinate in priority to the Easement.

(b) If a Mortgagee has received an assignment of the leases, rents and profits of the Property as security for a loan, then the Mortgagee shall be entitled to receive same in preference to Grantee until said Mortgagee's debt is paid off, notwithstanding that the Mortgage is subordinate to the easement.

(c) Until a Mortgagee or purchaser at foreclosure obtains ownership of the Property following foreclosure of its Mortgage or deed in lieu of foreclosure, the Mortgagee or purchaser shall have no obligation, debt, or liability under the Easement.

(d) Before exercising any right or remedy due to breach of the Easement except the right to enjoin a violation hereof, Grantee shall give all Mortgagees of record written notice describing the default, and the Mortgagees shall have sixty (60) days thereafter to cure or cause a cure of the default.

(e) Nothing contained in the above paragraphs or in the Easement shall be construed to give any Mortgagee the right to extinguish this Easement by taking title to the Property by foreclosure or otherwise.

29. General Provisions.

(a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Illinois.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of the Illinois Conservation Rights in Property Act. Any interpretation consistent with the purpose of this Easement that would render the provision valid shall prevail over any interpretation that would render it invalid.

(c) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in a written amendment first executed by Grantor and Grantee, or their successors, and recorded in the official records of Lake County, Illinois.

(e) No Forfeiture. No violation or default in the obligation of this Easement will result in the forfeiture or reversion of Grantor's title in any respect.

(f) Successors. The covenants, terms, conditions, and restriction of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns, including but not limited to a homeowner's association, and shall continue as a servitude running in perpetuity with the Property.

(g) Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(h) Conflict. In the event of conflict between any terms of this agreement and terms of any other recorded document, including but not limited to the Covenants, Conditions and Restrictions for this development, this easement document shall control.

(i) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(j) Counterparts. The parties may execute this instrument in two or more counterparts which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

30. Costs and Liabilities Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property.

31. Management and Restoration. Grantor shall, at its expense, manage the Property in accordance with the management plan attached hereto as Exhibit C. Grantor and Grantee may, from time to time, amend or modify the management plan, provided that any and all such amendments or modifications shall be consistent with preservation of the conservation values.

32. Joint Obligation. The obligations imposed by this Easement upon Grantor shall be joint and several.

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

GRANTOR:

Timothy P. James

GRANTEE:

By: _____

Its: President

Attest: _____

Its: Secretary _____

This Instrument Prepared by:
(and after recording return to)

Mark S. Saladin
Zanck, Coen, Wright & Saladin, P.C.
40 Brink Street
Crystal Lake, Illinois 60014
(815) 459-8800

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that _____ appeared before me this _____ day of _____, 20__, and acknowledged that they signed the foregoing instrument as their free and voluntary act for the uses and purposes set forth therein.

Commission expires:

ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that _____, personally known to me to be the President of
_____, a not for profit a corporation of the State of Illinois, and personally
known to me to be the same person whose name is subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that as such President she signed and
delivered the said instrument and caused the corporate seal of said corporation to be affixed
thereto, pursuant to authority given by the Board of Directors of said corporation, as their free
and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and
purposes therein set forth.

GIVEN under my hand and official seal this ____ day of ____, 20__.

Notary Public

My commission expires:

ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ Personally known to me to be the Secretary of _____, a not for profit a corporation of the State of Illinois, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Secretary he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of _____, 20__.

Notary Public

My commission expires:

EXHIBIT A
Legal Description

EXHIBIT B
Baseline Documentation

EXHIBIT C
Management Plan

EXHIBIT B-SIGN PLAN

