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FILED FOR RECORD BY:
MARY ELLEN VANDERVENTER
LAKE COUNTY, IL RECORDER
09/01/2005 - 10:51:23 A.M.
RECEIPT #: 243051
DRAWER #: 17


Lake County RECORDER OF DEEDS

**COVERSHEET
FOR
MISCELLANEOUS,
NON-STANDARD
OR
RE-RECORDED
DOCUMENT**

JK
(28)

Village of Grayslake: Transportation Agreement

County Administrator
Central Services (2) cert.
Transportation (2) cert.

STATE OF ILLINOIS) Agenda Item # 41
) SS
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS

ADJOURNED REGULAR JULY, A.D. 2005 SESSION

AUGUST 09, A.D. 2005

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

Your Public Works and Transportation Committee and Financial and Administrative Committee present herewith a resolution providing for the execution of a Transportation agreement between the Village of Grayslake and Lake County to address various transportation matters of mutual concern for the Fairground/Farm Bureau Territory of the Village of Grayslake.

We **RECOMMEND** adoption of this Resolution.

	Aye	Nay		Aye	Nay
<u>Donna Kelly</u> ✓			<u>[Signature]</u> X		
Chair			Chair		
<u>[Signature]</u> ✓			<u>[Signature]</u> X		
Vice-Chair			Vice-Chair		
<u>Donna Slak</u> ✓			<u>[Signature]</u> X		
<u>Ann B. Moore</u>			<u>Robert Salom</u>		
<u>Michael Albrecht</u> ✓					

Public Works and Transportation Committee
CERTIFIED TO BE A TRUE COPY OF
RECORDS OF THE LAKE COUNTY
BOARD MEETING OF

Financial and Administrative Committee

AUG 9 - 2005 APPROVED
CERTIFICATION NOT VALID UNLESS SEAL
OF LAKE COUNTY, ILLINOIS IS AFFIXED
Willard R. Helander County Clerk

ROLL CALL VOTE
AYES 17, NAYS 3, ABSTAIN 1

2

RESOLUTION

WHEREAS, the free flow of traffic along Center Street (*County Highway 77*), Illinois Rte. 120 and U.S. Rte. 45 is beneficial to the safety and welfare of the Village of Grayslake and Lake County; and

WHEREAS, in order to facilitate the free flow of traffic and ensure the safety of the motoring public, the Village of Grayslake and Lake County are desirous of entering into a Transportation Agreement for improvements to the above-said roadways, future access to said roadways, and other area wide improvements necessitated by the proposed development of the Fairground/Farm Bureau Territory of the Village, a draft copy of said agreement attached hereto.

NOW, THEREFORE BE IT RESOLVED, that the Chair of the County Board, the County Clerk and the County Engineer of Lake County, State of Illinois be authorized and they are hereby directed, to execute a Transportation Agreement between lake County and the Village of Grayslake providing in the opinion of the Public Works and Transportation Committee, if necessary, said Transportation agreement in its final form substantially conforms to the draft attached hereto. The County Engineer shall transmit in writing the final Transportation agreement to be executed by the Chair of the County Board and the County Clerk.

Dated at Waukegan, Illinois
this 09th day of August 2005

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

THIS AGREEMENT (the "**Agreement**") is made this 16 day of AUGUST, 2005, 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 this same date, the County and the Village have entered into a First Amendment to Restated and Amended Agreement for Sewage Disposal (the "**First Amendment to Sewer Agreement**").

B. Pursuant to the First Amendment to Sewer Agreement, the Village and the County agreed to enter into this Agreement to address various transportation matters of mutual concerns, particularly in connection with the future development of the so-called Fairground/Farm Bureau Property, which is legally described and depicted in Exhibit A attached to this Agreement.

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 Agreement and are incorporated herein as though fully set forth in this Section 1.

Section 2. **In General.**

As a condition of the development and redevelopment of parcels within the Fairground/Farm Bureau Property and the ability of such parcels to receive Sanitary Sewer Service from the County pursuant to the First Amendment to Sewer Agreement, the County and the Village agree to the terms and conditions of this Agreement. To the

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extent authorized by law, the Village further agrees to condition any approval for the development or redevelopment of any portion of the Fairground/Farm Bureau Property upon compliance with the provisions of this Agreement.

Section 3. Center Street Roadway Improvements.

A. Applicable Regulations. Except as otherwise expressly provided herein, the County's "Highway Access Regulation Ordinance," as amended or any successor document or documents enacted in its stead (the "**Access Ordinance**") shall apply to any request or permit for access from the Fairground/Farm Bureau Property to Center Street. In addition, the installation, relocation, and removal of utilities and facilities within the Center Street right-of-way along the Fairground/Farm Bureau Property shall conform with the County's "Highway Utility and Facility Placement Ordinance," as amended or any successor document or documents enacted in its stead (the "**Utility Ordinance**"). To the extent any utilities are currently or hereafter located under the pavement of Center Street (whether such pavement currently exists or is later installed), such utilities shall be relocated so as to a point beyond the width of such pavement.

B. Permitted Access Points. No more than two (2) access points shall be permitted from the Fairground/Farm Bureau Property to Center Street. The location of any new access points shall be determined by the County Engineer in accordance with the requirements of the Access Ordinance. The plans for any such new access point or points shall also provide for the removal of all other access points to Center Street.

C. Rights-of-Way and Access Improvements. In connection with any County permit for access onto Center Street, the owner or developer of the Fairground/Farm Bureau Property or any portion thereof requiring an access permit from the County (a "**Developer**") shall be required to do at least the following:

1. The Developer shall provide a minimum 1/2 right-of-way width of 60 feet along the entire Center Street frontage of the Fairground/Farm Bureau

Property. All right-of-way shall be free of all encumbrances and must be suitable for roadway purposes. Additional right-of-way may be necessary to accommodate the access related improvements or any facilities or utilities that may be located in the right-of-way of Center Street.

2. The Developer shall provide such access improvements to the Fairground/Farm Bureau Property as are consistent with the requirements of the Access ordinance. The nature and extent of the access related improvements on Center Street shall be as determined by the County Engineer based on an approved traffic impact study in accordance with the Access Ordinance.
3. The Developer shall provide sufficient stormwater management facilities for Center Street and the improvements required therefor pursuant to this Section 3. The County Engineer shall determine the limits, nature, and extent of improvements for Center Street that will be used by the Developer to determine the necessary stormwater management facilities. Said facilities shall be designed and constructed in accordance with the Lake County Watershed Development Ordinance, as amended, or all successor documents thereto (the "WDO"). Said stormwater management facilities shall include conveyance routes, detention/retention areas, water quality measures, and appurtenances thereto.

D. Signalization. Any signalization of access points along Center Street adjacent to the Fairground/Farm Bureau Property shall be subject to the following terms and conditions in addition to any requirements of the Access Ordinance:

1. No more than one access point from the Fairground/Farm Bureau Property to Center Street shall be served with traffic signals, and then only

to the extent that warrants are met pursuant to the Illinois Manual on Uniform Traffic Control Devices for Street and Highways, as amended, or any successor documents (the "**Control Device Manual**"). Such signalized access point shall be no closer than 1,320 feet to any other full access point or intersection on Center Street.

2. Whenever a signalized access point is authorized, the County Engineer shall determine the nature and the extent of any necessary interconnection with other existing or proposed traffic signals. The County Engineer shall also determine the type, standards, and specifications for the proposed traffic signal equipment and the interconnect.

E. Village Obligations. In furtherance of the provisions of this Section 3 of this Agreement, the Village agrees to the following:

1. In the event a traffic signal is warranted and is approved for installation, the Village shall enter into the standard private benefit traffic signal agreement with the County.
2. To the extent that elements of the Center Street access improvements require rights-of-way from parcels other than those under development (whether or not such parcels are in the Fairground/Farm Bureau Property), 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 Center Street access 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. In no event, however, shall any access permit for access to Center Street be issued until all

right-of-way required in connection with such access point has been secured. The right-of-way shall be free of all encumbrances and must be suitable for roadway purposes. All rights-of-way to be acquired pursuant to this Section 3.E.2 or pursuant to Section 3.C.1 above shall be either dedicated for public road purposes or acquired in the name of the County as determined by the County Engineer.

F. No County Financial Responsibility. It is the intention of the Parties that the Developer(s) of the Fairground/Farm Bureau Property shall pay for the design or construction of any access points for Center Street, including without limitation (i) the preparation of plans, surveys, studies, or reports; (ii) the acquisition of any right-of-way, and (iii) the construction of any access improvements or signalization devices, but in any event the parties agree that the County shall bear no cost or expense in connection with such design or construction of any access points or access-related improvements for Center Street.

Section 4. Access to Routs 45 and 120.

A. In General. Unless otherwise authorized by the Illinois Department of Transportation or successor State agency ("**IDOT**"), any access from the Fairground/Farm Bureau Property to U.S. Route 45 ("**Route 45**") or Illinois Highway 120 ("**Route 120**") shall be subject to the terms and provisions of this Section.

B. Access Points. Any access from the Fairground/Farm Bureau Property to Route 45 or Route 120 shall be as determined by IDOT. With respect to access points to Route 45, IDOT's SRA Standards shall control. The plans for any such new access point or points onto Route 120 shall also provide for the removal of the westernmost access to the Fairground/Farm Bureau Property that currently exists along Route 120.

C. Rights-of-Way and Access Improvements. In connection with any access onto Route 45 or Route 120, the Developer shall be required to do at least the following:

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1. The Developer shall dedicate without cost or expense to IDOT sufficient right-of-way to satisfy the applicable SRA Standards. All right-of-way shall be free of all encumbrances and must be suitable for roadway purposes. Additional right-of-way or easements shall be dedicated in order to satisfy the stormwater detention requirements as provided in Section 4.C.3 of this Agreement.
2. The Developer shall provide such access improvements from Route 45 or Route 120 to the Fairground/Farm Bureau Property as are required in the reasonable determination of IDOT.
3. The Developer shall provide sufficient stormwater detention on the Fairground/Farm Bureau Property to serve the ultimate improvements of Routes 45 and 120 in accordance with the WDO. The limits, extent, and nature of the ultimate improvement to Route 45 and Route 120 shall be as determined by IDOT in consultation with the County Engineer.

D. Village Obligations. In furtherance of the provisions of this Section 4 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/Farm Bureau Property), 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 Route 45 or Route 120 improvements may be staged to accommodate the various development schedules for parcels having required roadway frontage, provided further that IDOT and the County Engineer approves such staging. The right-of-way shall be free of all encumbrances and must be suitable for roadway purposes. All rights-of-way to be acquired pursuant to this Section 4.D or pursuant to Section 4.C.1 above shall be acquired in the name of the State of Illinois or in such other

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form as IDOT may approve.

E. No County Financial Responsibility. It is the intention of the Parties that the Developer(s) of the Fairground/Farm Bureau Property shall pay for the design or construction of any access points from Fairground/Farm Bureau Property to either Route 120 or Route 45, including without limitation (i) the preparation of plans, surveys, studies, or reports; (ii) the acquisition of any right-of-way, (iii) securing required permits; and (iv) the construction of any access improvements or signalization devices, but in any event the parties agree that the County shall bear no cost or expense in connection with such design or construction of any access points or any access-related improvements from Fairground/Farm Bureau Property to either Route 120 or Route 45.

Section 5. Areawide Roadway Impacts and Improvements.

A. In General. The County and the Village acknowledge and agree that the future development and redevelopment of the Fairground/Farm Bureau Property will have impacts on area roadways that are attributable to such development or redevelopment. Accordingly, the Village and the County desire to (i) identify the trips generated or to be generated on such area roadways, and (ii) provide for the improvements of such roadways to address the trips generated or to be generated by the development or redevelopment of the Fairground/Farm Bureau Property.

B. Area of Impact. The County and the Village agree that the roadway impacts from the development or redevelopment of the Fairground/Farm Bureau Property shall occur within the area generally depicted on the map attached to this Agreement as Exhibit B (the "**Roadway Impact Area**"). The County Engineer, in consultation with the Village, may identify roadway impacts that will occur outside of and beyond the area depicted in the Roadway Impact Area, and such roadway impacts may be addressed as part of the Areawide Improvements provided for in Section 5.D of this Agreement upon completion of the Impact Study to be undertaken pursuant to Section

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5.C of this Agreement.

C. Impact Study. In order to ascertain the trips generated and the effect of the development or redevelopment of the Fairground/Farm Bureau Property on the Roadway Impact Area, the County Engineer shall prepare, or cause to be prepared by a certified traffic engineering consultant licensed to practice as a professional engineer in the State of Illinois, a comprehensive traffic impact study (the "**Impact Study**"). The Impact Study shall be developed using the accepted standard methodology of current traffic engineering practice and shall be based on the entire buildout of the Fairground/Farm Bureau Property using the maximum development density allowed under the Village's land use regulations, or the actual proposed density and type of development approved by the Village. In connection with the preparation of the Impact Study, the Village shall cause the County to be paid an amount not to exceed \$60,000 or the actual cost of the preparation of the Impact Study (whichever is less) no later than 30 days after the Village receives an application for approval (i.e. preliminary plat, preliminary site plan approval, rezoning, zoning relief, etc.) for the development or redevelopment of any portion of the Fairground/Farm Bureau Property. The County shall complete the Impact Study within 180 days after the County's receipt of said \$60,000.

D. Establishment of Areawide Roadway Improvements. Upon completion of the Impact Study, the County Engineer, in consultation with the Village, shall determine the limits, scope, nature, extent, and timing of the area roadway improvements that are necessary to accommodate the traffic generated by the proposed development or redevelopment of the Fairground/Farm Bureau Property (the "**Areawide Improvements**"). The Areawide Improvements shall be limited to improvements on State and County roads. The County Engineer, in consultation with the Village, shall also determine the estimated cost of the Areawide Improvements, which costs shall

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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**"). 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. Upon a final determination of the Areawide Improvements, and subject to the payment of the Areawide Improvement Costs 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. 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. The Village, within 30 days of the receipt of the written listing from the County Engineer of the Areawide Improvements, but prior to the granting of any final approvals (i.e. final plat, final site plan approval, etc.) for the development or redevelopment of any portion of the Fairground/Farm Bureau Property, shall cause to be delivered to the County Engineer an irrevocable Letter of Credit, in a format acceptable to the County Engineer, in the amount of 120% of the Areawide Improvement Costs (the "**Improvement Guaranty**"). Thereafter, the County Engineer, in consultation with the Village, shall establish a

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provisional schedule for staging the design and construction of the Areawide Improvements. In addition, at such time as the County intends to undertake any portion of the Areawide Improvements and requires funds for the Areawide Improvement Costs, the County shall delivery to the Village notice of the need for such funds (an "**Areawide Improvement Notice**"); such Areawide Improvement Notice shall include:

1. A description of the Areawide Improvements to be undertaken pursuant to such Areawide Improvement Notice;
2. The amount of funds required for the portion of the Areawide Improvements to be so undertaken; such amount shall be equal to 120% of the Areawide Improvement Costs for the portion of the Areawide Improvements described in accordance with Section 5.F.1 (the "**Improvements Payment**"); and
3. The date by which such funds must be received, which date shall be not less than 30 days after the delivery of such notice.

Upon receipt of the Improvements Payment, the County shall exchange or reduce the Improvement Guaranty by an amount equivalent to 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 any of the Areawide Improvements, irrespective of the scope of the Areawide Improvement Notice for which the Improvement Payment was made. Failure to provide either the Improvement Guaranty or any Improvement Payments pursuant to this Section 5.F shall be considered sufficient cause to withhold any approvals or permits required from the County relating to the Fairground/Farm Bureau Property.

G. 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

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Fairground/Farm Bureau Property), 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. Notwithstanding the foregoing, to the extent that the Areawide Improvements are not within the corporate limits of the Village, the County acknowledges and agrees that the Village may exercise on behalf of the County such powers of eminent domain that the County may have in furtherance of the Areawide Improvements and pursuant to this Agreement and the authority of the County and the Village under 5 ILCS 220.

Section 6. Challenges to Agreement; Interpretation; Severability.

A. Joint Defense. In the event that a third-party should make a claim or demand or file a suit challenging the provisions of this Agreement, including any challenge related to the identification of the Areawide Improvements or any of them or any determination of any Areawide Improvement Costs (a "Claim"), the Parties shall jointly defend themselves, each other, and this Agreement against such Claim, unless the Parties mutually agree to modify the Agreement in a manner that would negate the Claim.

B. Interpretation and Severability. It is the intent of the Parties that this Agreement be construed and interpreted so as to preserve its validity and enforceability as a whole. In case of any conflict among the provisions of this Agreement, the provision that best promotes and reflects the intent of the parties shall control. Notwithstanding the foregoing, to the extent any provision of this Agreement is construed or held to be void, invalid, or unenforceable in any respect, the remaining provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.

C. Property Owner Agreements. The Village agrees that it shall notify any applicant for development or redevelopment approval of any portion of the Fairground/Farm Bureau Property of the existence of this Agreement, as well as the "Restated and Amended Agreement for Sewage Disposal" dated April 5, 2005 (the "**Sewage Agreement**") between the Parties and the "First Amendment to the Restated and Amended Agreement for Sewage Disposal" between the Parties executed contemporaneously with this Agreement (the "**First Amendment to Sewage Agreement**"). In addition, to the extent allowable under law, the Village shall condition any annexation, development, or redevelopment approval affecting the Fairground/Farm Bureau Property or any portion thereof upon the terms of this Agreement, the Sewage Agreement, and the First Amendment to Sewage Agreement. Furthermore, to the extent allowable under law, the Village shall incorporate this Agreement, the Sewage Agreement, and the First Amendment to Sewage Agreement into any ordinance or agreement relating to any annexation, development, or redevelopment approval affecting the Fairground/Farm Bureau Property or any portion thereof, and any such agreement shall also require the owner(s) of record of such territory and such owner's or owners' successors in interest to such territory to release any claims against the County and the Village with respect to either (i) the terms, conditions, and limitations upon Sanitary Sewer Service as set forth in the Sewage Agreement or the First Amendment to Sewage Agreement or (ii) the requirements or restriction as set forth in this Agreement.

Section 7. General Provisions.

A. Exhibits. Exhibits A through B attached to this Agreement are, by this reference, incorporated into and made a part of this Agreement.

B. Entire Agreement. There are no representations, covenants, promises, or obligations not contained in this Agreement or in the First Amendment to Sewage Agreement that form any part of this Agreement or upon which either of the parties is

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relying in entering into this Agreement.

C. Amendments. Except as expressly provided otherwise in this Agreement, this Agreement shall not be modified, changed, altered, amended, or terminated without the written and duly authorized consent of the County and the Village.

D. Waivers. No term or condition of this Agreement shall be deemed waived by either party unless the term or condition to be waived and the circumstances giving rise to such waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provisions of this Agreement.

E. Successors; Assignment. The parties shall not assign this Agreement in whole or in part, or any of their rights or obligations under this Agreement, without the prior express written consent of the other party.

F. Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof when delivered in person or by express mail or messenger at the address set forth below or three business days after deposit thereof in any main or branch United States post office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties, respectively, as follows:

For notices and communications to the County:

County of Lake
18 North County Street
Waukegan, Illinois 60065
Attn: County Administrator

and

Lake County Division of Transportation

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600 Winchester Road
Libertyville, Illinois 60046
Attn: County Engineer

For notices and communications to the Village:

Village of Grayslake
Attn: Village Manager
10 S. Seymour Street
Grayslake, Illinois 60030

By notice complying with the foregoing requirements of this Section 5.F, each party shall have the right to change the addressees or addresses or both for all future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

G. Recapture Agreements. The Village may, to the extent it determines is appropriate, enter into recapture agreements with one or more Developers of the Fairground/Farm Bureau Property relating to any costs related to or arising from this Agreement. The County agrees to cooperate with the Village in connection with the assignment of costs and identification of benefited properties relating to any such recapture agreements.

[END OF TEXT; SIGNATURES FOLLOW ON NEXT PAGE]

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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

The County of Lake

By: Timothy R. Perry
Its Village President

By: By [Signature]
Chairman, Lake County Board

Attest: [Signature]
Village Clerk

Attest: [Signature]
County Clerk

CHIEF DEPUTY COUNTY CLERK

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EXHIBIT A

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 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 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 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 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 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), 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.

19250W

CENTER ST

US HIGHWAY 45

BELVIDERE RD

BOBOLINK DR

HARRIS RD

KARYN LN

COUNTRY DR

1475E

19039W

1805E

1804

1275E L1

1293 L24

1273 L19

1260 L18

1257

1270E L13

1170E L1

275

282 L17

284

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232 L10

222 L1

195 L10

1199

1212 L8

1215

1208 L78

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1285 L57

1285 L59

1274 L58

1265 L60

1255 L61

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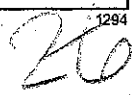
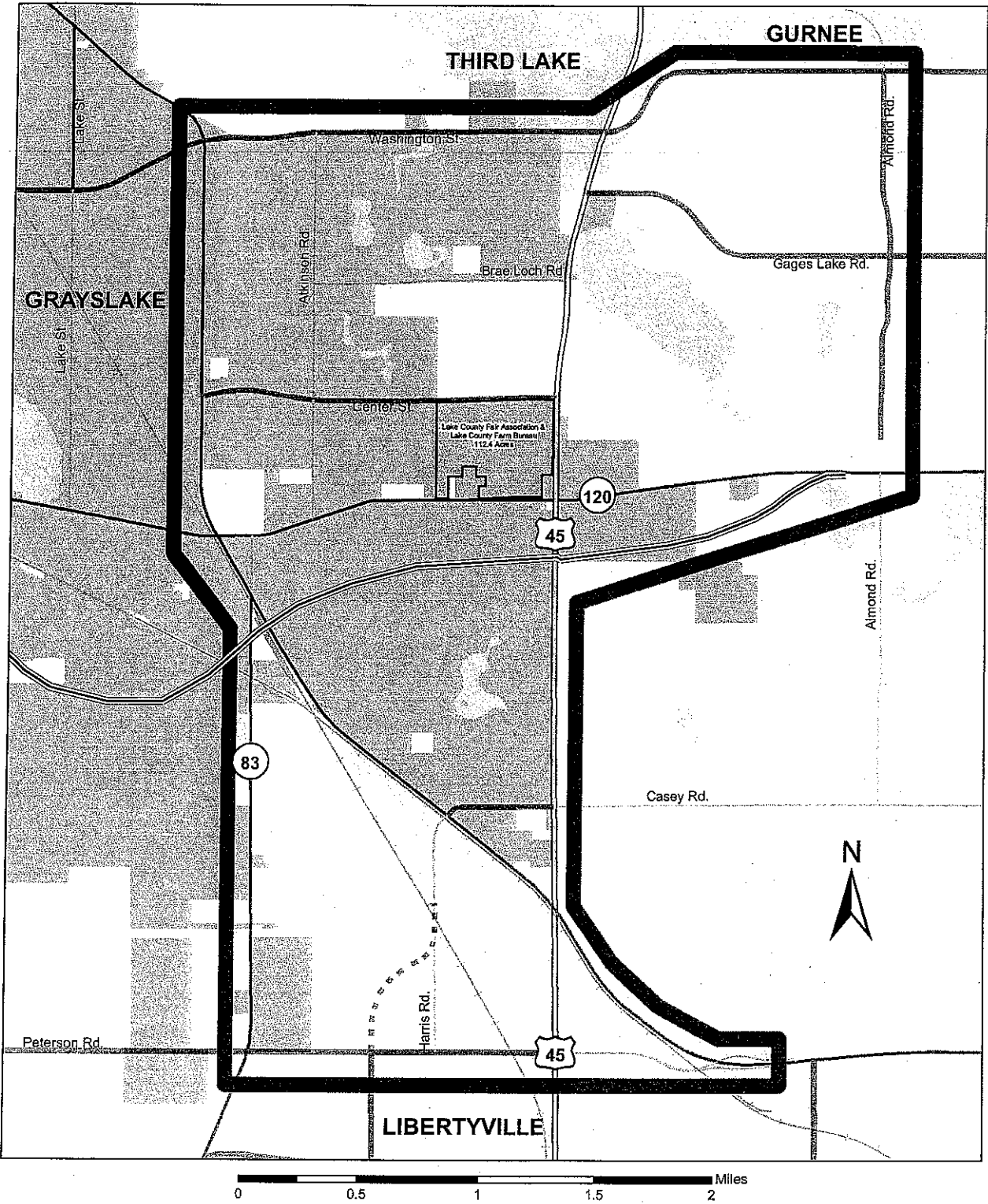


Exhibit B

Depiction of Roadway Impact Area



..... Proposed Midlothian Rd Extension
— Proposed IL Rte 120 Bypass

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