

Mail to:
Deer Point Homes
ATTN: Patrick Smith
1001 N. Old Rand Rd.
Suite 101
Wauconda, IL
60084

5513878
FILED FOR RECORD BY:
MARY ELLEN VANDERVENTER
LAKE COUNTY, IL RECORDER
03/09/2004 - 11:03:19 A.M.
RECEIPT #: 148122
DRAWER #: 17

RECAPTURE AGREEMENT

THIS RECAPTURE AGREEMENT (the "Agreement") is made and entered into as of the 10th day of September, 2003, by and between DPH Zion, LLC ("DPHZ") and Deer Point Homes Development Corporation ("Deer Point") (DPHZ and Deer Point, for the purposes of this Agreement only, shall be referred to jointly or individually as "Developer") and the City of Zion, an Illinois municipal corporation located in Lake County, Illinois, (the "City"). (The Developer and the City are hereinafter sometimes collectively referred to as the "Parties").

RECITALS

- A. Developer owns approximately 93 acres of real property located in the City of Zion, Lake County, Illinois, legally described on Exhibit A attached hereto (the "Property").
- B. The Developer wishes to connect the Property to the City's sanitary sewer and water main systems, which connection would require the installation of limited offsite sewer and water lines.
- C. The City has requested, and Developer has agreed, for Developer to install additional offsite sewer and water lines and to increase the size of the offsite water and sewer lines needed to serve the Property in order to provide expansion service capabilities to land geographically near the Property (the "Additional Property") which property is legally described on attached Exhibit B.
- D. The City has further requested, and Developer has agreed, to pay for the costs (except permit and tap-on fees for the Additional Property) of the installation of certain additional offsite water and sewer lines and to increase the size and capacity of the offsite water and sewer lines otherwise needed for Developer's use of the Property (the "Additional Improvements") provided City enters into this Agreement.
- E. The Illinois Municipal Code, 65 ILCS 5/9-5-1 et seq. allows for reimbursement to developers for the payment for facilities, beneficial to property not within the subdivision through the collection by a municipality of fees charged to owners of such other property prior to the use of said facilities by the owners of such other property. This Agreement is entered into by the Parties pursuant to the authority of such provisions.

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F. The Parties have agreed that the Developer shall be entitled to recapture a percentage of the Certified Cost, as defined herein, of the Additional Improvements as set forth on Exhibit C attached hereto and made a part hereof which is allocable to the Additional Property to the extent permitted by law and as specified in this Agreement.

G. In reliance upon the City's agreements contained herein, the Developer is prepared to incur the cost of installing the necessary Additional Improvements and has materially changed its position with respect to other development opportunities.

H. In partial reliance on the agreements contained herein, the City and Developer have entered into a Development Agreement dated August 29, 2003.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements hereinafter contained, the Parties agree as follows:

1. *Recitals.* The recitations set forth in the foregoing recitals are material to this Agreement and are expressly incorporated into and made a part of this Agreement as fully as though set forth in their entirety in this Paragraph 1.

2. *Acceleration and Recapture of Certified Cost.*

2.1 *Recapture from Benefitted Properties.* The Developer shall be reimbursed by the City for all but its pro rata share of the Certified Cost, through the collection of special and additional fees (the "Fee" or "Fees") from the owners and developers of the Additional Property.

The City shall collect the portion of the Fees due from the owners and developers of Additional Property pursuant to this Agreement. One hundred percent (100%) of all Fees and interest thereon as provided in this Agreement collected from the Additional Property shall be paid to Developer, until all Certified Costs have been recouped pursuant to the terms of this Agreement.

3.2 *Certified Cost.* "Certified Cost" means the total of:

3.2.1 The cost of installing eight (8) inch sanitary sewer from the connection point at the southeast corner of 21st Street and Kenosha Road to the northwest corner of the Property, which is depicted as "Segment A" on attached Exhibit C; plus

3.2.2 The cost of installing eight (8) inch sanitary sewer from exit point located on the Property near the cul-de-sac in the southwest corner of the Property to the termination point at Kenosha Road, which is depicted as "Segment B" on attached Exhibit C; Plus

3.2.3 The cost of installing a sixteen (16) inch water main from the connection point at the southeast corner of 21st Street and Kenosha Road to the northwest corner of the Property, which is depicted as "Segment C" on attached Exhibit D; plus

3.2.4 The difference between the cost of installing twelve (12) inch and

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eight(8) inch water mains on the Property and the cost of installing a sixteen inch water main on the Property, which is depicted as "Segment D" on attached Exhibit D; plus

3.2.5 The cost of installing a sixteen (16) inch water main from a connection point in the Southwest corner of the Property to the right of way along Kenosha Road, which is depicted as "Segment E" on attached Exhibit D.

3.2.6 All fees for establishing this recapture and monitoring and administering the construction or installation of the Additional Improvements, including but not being limited to attorney's fees, loan and/or bank charges, charges for letters of credit, and charges for indemnity, surety or maintenance bonds.

3.2.7 The City's engineer shall review the Certified Costs solely for the purpose of verifying that an itemized hard cost corresponds with an improvement, or an element of an improvement, actually installed or constructed.

3.3 Apportionment of Certified Costs: The portions of the Certified Costs attributable to owners of the Additional Property shall be calculated by multiplying the total of the Certified Cost for each Segment (as identified on attached Exhibit C and Exhibit D) by a fraction, the numerator of which is the total acreage of the Property and Additional Property benefited by the Segment, and the denominator of which is the gross acreage of Additional Property owned by each owner. The Fee shall be prorated for parts of an acre to the nearest one-tenth (1/10th) thereof. For purposes hereof, the "gross acreage" of any property becoming subject to the payment of Fees shall include areas dedicated, to be dedicated or used for easements, parks, schools, street rights-of-way, public roads or highways and other public purposes or uses. Developers pro rata share of the Certified Costs shall be the remainder of the Certified Costs not otherwise apportioned to owners of Additional Property.

3.3.1 The owners of the Additional Property shall pay their portion of the Certified Costs pertaining to the installation of the Sanitary Sewer as follows:

A. The cost of the improvements identified as Segment A on attached Exhibit C shall be apportioned between the owners of the Property and the Kayat Property.

B. The cost of the improvements identified as Segment B on attached Exhibit C shall be paid by the owner of the Kayat Property.

3.3.2 The owners of the Additional Property shall pay their portion of the Certified Costs pertaining to the installation of the water mains as follows:

A. The cost of the improvements identified as Segment C on attached Exhibit D shall be apportioned between the owners of the Property, The McLaughlin Property and the Kayat Property.

B. The cost of the improvements identified as Segment D on attached Exhibit D shall be apportioned among the McLaughlin Property and the Kayat Property.

C. The cost of the improvements identified as Segment E on attached Exhibit D shall be apportioned between the owners of the McLaughlin Property and the Kayat Property.

3.4 Within forty five (45) days of completion of the Additional Improvements, or as soon thereafter as possible, Developer shall prepare and certify to the City a written schedule of the total of the Certified Costs (the "Certified Cost Schedule"). The Certified Cost Schedule shall specify the Developer's contribution to the submission and shall become an amendment to this Agreement.

4. Right to Use.

4.1 The Parties acknowledge that all properties located within the Additional Property will be benefitted by the installation of the Additional Improvements, and that all owners and developers of the Additional Property shall have the benefits of the Additional Improvements so long as they first shall have paid the City, at the times specified in Paragraph 6 hereof, all Fees allocated thereto, plus interest calculated at the "Agreed Upon Rate of Interest," as hereinafter defined, on each Fee becoming payable, computed from the date of completion of the improvement for which the Fee or Fees pertain, until the date of payment of said Fee. For purposes hereof, the "Agreed Upon Rate of Interest" shall mean interest calculated on the Fee outstanding from time to time at the Prime Rate as published by Bank One, plus 2% and compounded annually.

4.2 To the extent permitted by law, the City agrees that any annexation or preannexation agreement entered into, after the date of this Agreement, with any owner or developer of property within the Additional Property that is not now within the corporate limits of the City shall contain a specific provision requiring said owner or developer to pay the Fees and interest herein provided for upon annexation of said property to the City or upon execution of said agreement (to the extent that said agreement provides for a deferred or phased annexation of said property, in whole or in part, to the City.)

4.3 The Developer shall cause this Recapture Agreement or a memorandum thereof to be recorded as an encumbrance upon the Additional Property in the Lake County, Illinois Recorder of Deeds' Office at Developer's sole cost. Upon recording, Developer shall provide a copy thereof to the City.

5. Collection and Payment to Developer of Fees.

5.1 The City shall act as collection agent under the terms of this Agreement, and the City agrees to pay over to the Developer, in the manner hereinafter described, the sums collected hereunder when it receives same from the owners and developers of the Additional Property.

5.2 The City shall issue a receipt, in duplicate, upon the payment of any Fee. The City shall deliver to the Developer all Fees collected by it as soon as practical after the first (1st) day of the month following the month of their receipt but, in any event, no later than the thirtieth (30th) day of the month following the month of their receipt.

5.3 All Fees and interest payable hereunder collected by the City shall be delivered, after deduction of the Collection Fee, to the Developer. For purposes of this Agreement, the Collection Fee shall be equal to One Thousand and no/100 dollars (\$1,000.00) total, which shall be deducted by the city from the first remittance of the first Benefited Property making payment hereunder.

6. *Fees.* To the extent permitted by law, and subject to the provisions of paragraph 3.2(a) hereof, the City agrees to collect Fees and interest payable hereunder from the owners and developers of the Additional Property at the following times:

6.1 With respect to property not now within the corporate limits of the City, Fees and interest shall be collected by the City upon the first to occur of (i) annexation of such property to the City; or (ii) execution of an annexation or preannexation agreement for such property (to the extent that said agreement provides for a deferred or phased annexation of such property, in whole or in part, to the City);

6.2 With respect to unsubdivided property now within the corporate limits of the City, Fees and interest shall be collected by the City upon the first to occur of (i) approval by the City of a final plat of subdivision or resubdivision or planned unit development for that property; (ii) approval of final engineering plans by the City; or (iii) prior to connection of the subject Additional Property to the Municipal Sanitary Sewer System or water mains.

6.3 With respect to any Additional Property which is now subdivided into lots and is now within the corporate limits of the City, Fees and interest shall be collected by the City upon the first to occur of: (i) issuance of a building permit (including permits for modifications to existing structures) for the first of the first of such lots within the Additional Property, or (ii) prior to connection of the subject Additional Property to the Municipal Sanitary Sewer System or water mains.

6.4 Notwithstanding and in addition to the foregoing, any property not now within the corporate limits of the City that is annexed to the City or that executes an annexation or preannexation agreement after the date of this Agreement, shall pay its Fee and interest at the time specified in the foregoing paragraph 6.1 and the City shall hold such Fee and interest, as escrowee, until such time as the Developer is entitled to receive same pursuant to the terms of and at the time specified in this Agreement at which time the City shall deliver said Fee and interest to the Developer.

7. *Limitation on City's Obligation Regarding Fees.* The City's obligation to deliver over to the Developer the Fees collected from owners and developers of the Additional Property constitutes

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a limited obligation of the City, payable solely from amounts received by the City from such Fees. Said obligation does not now and shall never constitute a general indebtedness of the City within the meaning of any State of Illinois constitutional or statutory provision and shall not constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing power. Nothing contained herein, however, shall be deemed to exonerate or exculpate the City from liability in the event of willful, intentional or negligent failure to perform the duties assumed by it hereunder as collection agent.

8. *Term.* This Agreement shall remain in full force and effect until the first to occur of (i) such time as the Developer has been fully reimbursed for the Certified Cost; or (ii) twenty (20) years from the date of this Agreement.

9. *Notice.* Any notice which either party hereto may desire or may be required to give to the other party shall be in writing, and the mailing thereof by U.S. certified or registered mail, postage prepaid, return receipt requested, to the respective addresses of the Parties set forth below shall constitute service of notice hereunder three (3) business days after the mailing thereof. Any such notice may be served by personal delivery thereof to the other party which delivery shall constitute service of notice hereunder on the date of such delivery.

If to the City or to the
corporate authorities:

City of Zion
2828 Sheridan Road
Zion, Illinois 60099
Attn: City Clerk

With a copy to:

Robert Rolek, Esq.
Ancel Glink & Diamond
415 W. Washington Street
Suite 202
Waukegan, IL 60085

If to Developer:

DPH Zion, LLC
1001 North Old Rand Road
Suite 101
Wauconda, Illinois 60084
Attn: Mr. Richard J. Pietranek Sr.

With a copy to:

Jeffrey J. Stahl,
Stahl Cowen Crowley, LLC
55 West Monroe Street, Suite 500
Chicago, Illinois 60603

or to such other address as any party may, from time to time, designate in a written notice to the other party.

10. *Successors and Assigns.* This Agreement shall inure to the benefit of, and be binding upon, the successors in title of the Developer, its successors, grantees, lessees, and assigns, upon successor corporate authorities of the City and successor municipalities. Notwithstanding anything contained herein to the contrary, the Developer may assign its rights and delegate its duties and obligations hereunder to the extent the Developer assigns, transfers and conveys all of its right, title and interest in and to the Property to a bona fide third party purchaser. No sale of the Property, in whole or in part, shall in and of itself affect the Developer's right to recapture the sums advanced by it in connection with the Certified Costs.

11. *Merger/Amendment.* This Agreement contains the entire agreement of the Parties relative to the subject matter hereof and may be modified only by a written instrument executed by the party to be charged.

12. *Remedies.* (a) It is agreed that the Parties may, at law or in equity, by suit, action, mandamus or other proceeding, enforce or compel the performance of this Agreement. No action taken by either party hereto pursuant to the provisions of this Paragraph 12(a) or pursuant to the provisions of any other Paragraph of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to either party at law or in equity.

(b) In the event of a material breach of this Agreement, the Parties agree that they shall give prompt written notice of such alleged breach and the party receiving such notice shall have five (5) days after receipt of such notice to correct such alleged breach, prior to the seeking of any remedy provided for herein (provided, however, that said five (5) day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same).

(c) If any party to this Agreement shall fail to perform any of its obligations hereunder, and the other party shall have given written notice of the default to the defaulting party, and the defaulting party shall have failed to cure the default within five (5) days after the receipt of the default notice (provided, however, that said five (5) day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same), then in addition to any and all other remedies that may be available, the party affected by the default shall have the right (but not the obligation) to take such action as in its reasonable discretion shall be necessary to cure the default. In such event, the defaulting party hereby agrees to pay and reimburse the party affected by the default for all reasonable costs and expenses incurred by it in connection with action taken to cure such default, including but not being limited to attorneys fees and legal expenses.

(d) The failure of any Party to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon the other Party imposed, shall not constitute or be construed as a waiver or relinquishment of such Party's right thereafter to enforce any such terms, covenants, agreements or conditions, but the same shall continue in full force and effect.

(e) Developer shall hold City harmless and indemnify the City, its officers and its employees for any loss, including the cost of defending itself (which cost shall include reasonable attorney's fees), suffered by the City in the event an owner of a Benefited Property files suit challenging the validity of this Agreement or the City's collection of the Certified Costs pursuant to the terms herein and such suit results in a judgment against the City.

13. *Captions and Designations/Exhibits.* Throughout this Agreement, the singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. Paragraph numbers and caption headings are purely descriptive and shall be disregarded in construing this Agreement. All exhibits to this Agreement are expressly incorporated herein by this reference.

14. *Severability.* If any provision, clause, word or designation of this Agreement is held to be invalid by any court of competent jurisdiction, such provision, clause, word or designation shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any other provision, clause, word or designation contained herein.

15. *Further Assurances.* The Parties agree to do all things necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other, including, without limitation, the enactment of such resolutions and ordinances, the execution of such permit applications and the taking of such other actions as may be necessary or desirable to enable the City, the County, and the Developer to comply with and effectuate the terms and provisions hereof.

16. *Authorizations.* The Parties represent and warrant that the individuals executing this Agreement on their behalf have been duly authorized to do so and that all necessary actions, authorizations, resolutions and approvals have been secured prior to the execution and delivery of this Agreement.

* * *

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

ATTEST:

Jerry Z Mackey
Its City Clerk

CITY OF ZION, Illinois
A municipal corporation

By: [Signature]
Its Mayor

DEER POINT HOMES DEVELOPMENT CORPORATION, an Illinois corporation

By: [Signature]
Its: PRESIDENT

DPH Zion, LLC

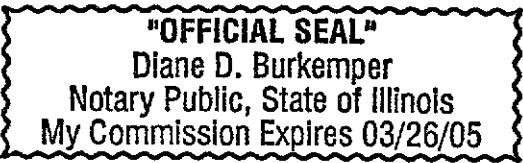
By: [Signature]
Its: Managing Member

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STATE OF ILLINOIS)
) SS.
COUNTY OF Lake)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that William Harrison and Judy Conway, personally known to me to be the City President and Clerk, respectively, of the City of Zion, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Clerk, they signed and delivered the said instrument as such President and Clerk of said City, and caused the corporate seal of said City to be affixed thereto, pursuant to authority given by the Board of Trustees of said City, as their free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

Given under my hand and official seal this 4th day of September, 2003.



Diane D Burkemper
Notary Public

EXHIBIT A
Legal Description

THAT PART OF THE NORTHWEST QUARTER OF SECTION 20 AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 46 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTH WEST QUARTER OF SAID SECTION 20, AND RUNNING THENCE WEST 53 AND EIGHTY HUNDRETHS CHAINS TO A POINT WHICH IS SIX CHAINS EAST OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 19 AFORESAID; THENCE NORTH SEVENTEEN AND ONE QUARTER DEGREES EAST, TWENTY AND NINETY THREE HUNDREDTHS CHAINS TO A POINT ON THE CENTERLINE OF THE NORTHEAST QUARTER OF SECTION 19 AFORESAID; THENCE EAST ON SAID CENTERLINE EIGHT AND FOUR HUNDREDTHS CHAINS; THENCE NORTH FOUR AND SIXTY TWO HUNDREDTHS CHAINS; THENCE EAST THIRTY NINE AND THIRTY HUNDREDTHS CHAINS TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 20 AFORESAID; THENCE SOUTH 24 AND SIXTY TWO HUNDREDTHS CHAINS TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 46 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ; THENCE EAST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, SIX CHAINS TO THE CENTER OF KENOSHA ROAD; THENCE NORTHEASTERLY ALONG THE CENTER OF SAID ROAD TWENTY AND NINETY THREE HUNDREDTHS CHAINS TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE EAST ALONG SAID SOUTH LINE , EIGHT AND THIRTY FOUR HUNDREDTHS CHAINS; THENCE NORTH FOUR AND SIXTY TWO HUNDREDTHS CHAINS; THENCE EAST ON A LINE THAT INTERSECTS THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 20, FIFTEEN AND THIRTY EIGHT HUNDREDTHS CHAINS SOUTH OF THE NORTH LINE OF SAID SECTION 20, TO A POINT 500 FEET WEST OF THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 20, AND THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING EAST ON THE LAST DESCRIBED LINE, 500 FEET, TO THE EAST LINE OF THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE SOUTH ALONG THE EAST LINE OF SAID WEST HALF, 436 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF THE PARCEL HEREIN DESCRIBED, 500 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID WEST HALF 436 FEET, TO THE POINT OF BEGINNING, AND ALSO EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 19, TOWNSHIP 46 NORTH, RANGE 12, EAST OF THE THID PRINCIPAL MERIDIAN, THENCE EAST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, SIX CHAINS TO THE CENTERLINE OF KENOSHA ROAD; THENCE NORTHEASTERLY ALONG THE CENTER OF SAID ROAD, TWENTY AND NINETY THREE HUNDREDTHS CHAINS TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE EAST ALONG SAID SOUTH LIN, EIGHT AND THIRTY FOUR HUNDRDETHS CHAINS TO THE POINT OF BEGINNING; THENCE NORTH FOUR AND SIXTY TWO HUNDREDTHS CHAINS; THENCE EAST ON A LINE THAT INTERSECTS THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 20, FIFTEEN AND THIRTY EIGHT HUNDREDTHS CHAINS SOUTH OF THE NORTH LINE OF SAID SECTION 20, TO A POINT 500 FEET WEST OF SAID EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTIOIN 20, THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID WEST HALF, 436 FEET; THENCE SOUTHWESTERLY, 362.00 FEET, TO A POINT THAT IS 455 FEET SOUTH AND NORMAL DISTANCE FROM THE NORTH LINE OF THE PARCEL HEREIN DESCRIBED; THENCE WEST PARALLEL WITH THE NORTH LINE OF THE PARCEL HEREIN DESCRIBED 1355.57 FEET; THENCE NORTHWESTERLY 364.00 FEET, TO A POINT THAT IS 305.54 FEET SOUTH AND NORMAL DISTANCE FROM THE NORTH LINE OF THE PARCEL HEREIN DESCRIDED; THENCE WEST 45.00 FEET TO THE POINT OF BEGINNING), ALL IN LAKE COUNTY ILLINOIS.

PIN: 04-19-200-019

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Exhibit B

Legal Description of Additional Land

THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 46 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF KENOSHA ROAD (EXCEPT THE NORTH 737.50 FEET, MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF) TOGETHER WITH THAT PART OF THE NORTH 462.50 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19; TOWNSHIP AND RANGE AFORESAID AND SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNENG AT THE SOUTHEAST CORNER OF THE NORTH 462.50 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19; THENCE NORTH 00 DEGREES 26 MINUTES 47 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 46 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, A DISTANCE OF 1042.77 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE NORTH 737.50 FEET OF THE SOUTHEAST 1/4 OF SECTION 19; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH 737.50 FEET OF SAID QUARTER SECTION A DISTANCE OF 1260.84 FEET TO A POINT; THENCE SOUTH 02 DEGREES 35 MINUTES 33 SECONDS WEST A DISTANCE OF 20.02 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 463.00 FEET, AN ARC LENGTH OF 563.95 FEET AND A CHORD LENGTH OF 529.73 FEET, BEARING SOUTH 32 DEGREES 18 MINUTES 07 SECONDS EAST TO A POINT; THENCE SOUTH 22 DEGREES 48 MINUTES 13 SECONDS WEST A DISTANCE OF 28.83 TO A POINT; THENCE SOUTH 60 DEGREES 20 MINUTES 34 SECONDS EAST A DISTANCE OF 138.51 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 167.00 FEET, AN ARC LENGTH OF 68.42 FEET AND A CHORD LENGTH OF 67.95 FEET TO A POINT OF TANGENCY; THENCE SOUTH 36 DEGREES 52 MINUTES 03SECONDS EAST A DISTANCE OF 66.00 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 233.00 FEET, AN ARC LENGTH OF 4.88 FEET AND A CHORD LENGTH OF 4.88 FEET BEARING NORTH 52 DEGREES 31 MINUTES 58 SECONDS EAST TO A POINT; THENCE SOUTH 36 DEGREES 52 MINUTES 03 SECONDS EAST A DISTANCE OF 125.05 FEET TO A POINT; THENCE SOUTH 53 DEGREES 07 MINUTES 57 SECONDS WEST A DISTANCE OF 468.96 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 462.50 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP AND RANGE AFORESAID; THENCE NORTH 89 DEGREES 53 MINUTES 12 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH 462.50 FEET OF SAID QUARTER QUARTER SECTION A DISTANCE OF 1179.22 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS.

Permanent Tax Number (P.I.N.):

04-19-400-006-0000, 04-19-400-009-0000

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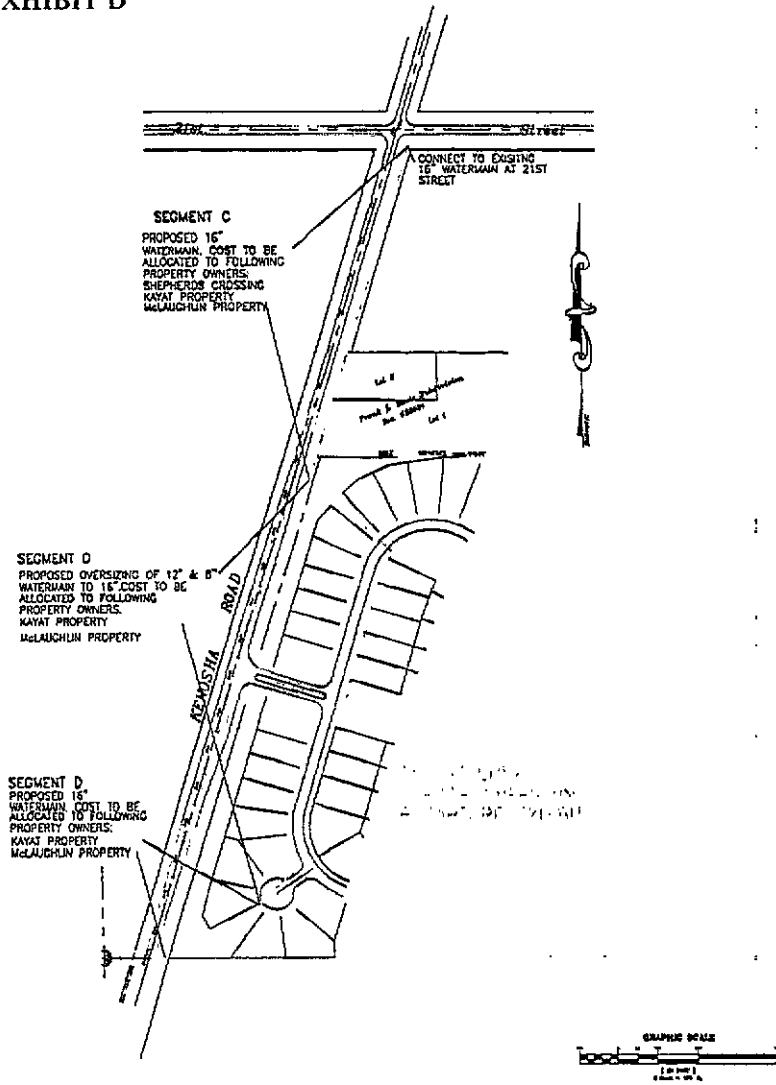
AND

THE NORTH 737.5 FEET (MEASURED AT RIGHT ANGLES TO THE NORTH LINE) OF THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 46 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CENTER LINE OF KENOSHA ROAD (EXCEPT THAT PART THEREOF DESCRIBED AS: BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 19, AFORESAID, WHICH IS 2248.2 FEET, MORE OR LESS, WEST OF THE EAST QUARTER CORNER OF SAID SECTION 19, SAID POINT LYING ON THE CENTER LINE OF KENOSHA ROAD; THENCE EAST ON SAID NORTH LINE 266.48 FEET; THENCE SOUTH AT RIGHT ANGLES TO SAID NORTH LINE 507.02 FEET; THENCE WEST PARALLEL WITH SAID NORTH LINE 420.85 FEET TO THE CENTER LINE OF KENOSHA ROAD; THENCE NORTHEASTERLY ALONG SAID CENTER LINE 530.00 FEET TO THE PLACE OF BEGINNING), IN LAKE COUNTY, ILLINOIS.

Permanent Tax Number (P.L.N.):
04-19-400-005-0000

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EXHIBIT D



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