City of Woodstock

Office of the City Manager

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121 W. Calhoun Street
Woodstock, Illinois 60098

Roscoe C. Stelford III
City Manager

WOODSTOCK CITY COUNCIL
City Council Chambers
August 4, 2015
7:00 p.m.

Any Person Wishing to Address the City Council Must Approach the Podium, be Recognized by the Mayor, and Provide Their Name and Address for the Record

The complete City Council packet is available at the Woodstock Public Library, Woodstock City Hall, and via the City Council link on the City's website, www.woodstockil.gov. For further information, please contact the Office of the City Manager at 815-338-4301 or citymanager@woodstockil.gov.

The proceedings of the City Council meeting are being audio-recorded only to aid in the preparation of the Minutes and are not retained as part of the permanent records of the City.

CALL TO ORDER

ROLL CALL:

A. FLOOR DISCUSSION: Proclamation Honoring Jay Zauhar

Anyone wishing to address the Council on an item not already on the agenda may do so at this time.

1. Public Comments
2. Council Comments

CONSENT AGENDA:
(NOTE: Items under the consent calendar are acted upon in a single motion. There is no separate discussion of these items prior to the Council vote unless: 1) a Council Member requests that an item be removed from the calendar for separate action, or 2) a citizen requests an item be removed and this request is, in turn, proposed by a member of the City Council for separate action.)

B. MINUTES OF PREVIOUS MEETINGS:
July 21, 2015 Regular City Council Meeting

C. WARRANTS: 3674 3675

D. MINUTES AND REPORTS:
Building and Zoning Report – June 2015

E. MANAGER'S REPORT NO. 50

1. **A-6 Liquor Application Moratorium Waiver –** Approval to waive the moratorium on the acceptance of applications for a Class A-6 Liquor License for 201 Main Street. (50a)

2. **Liquor Amendment – La Placita Taqueria–** Adoption of an Ordinance Amending Section 3.3.6, Classification of Licenses; Number and Fees of the Woodstock City Code which would increase the number of Class E-1 liquor licenses for La Placita Taqueria LLC. (50b)(Doc.1)

3. **Zoning Variation – 129 E. South Street** - Adoption of an Ordinance varying Section 7B.3.1.E Accessory Use Setback Standards of the Unified Development Ordinance, to allow a storage shed within 1.5 feet of the rear lot line. (50c)(Doc.2)

4. **Zoning Variation – 2241 Sweetwater Drive** – Adoption of an Ordinance varying Section 7A.3 Bulk and Area Standards, of the Unified Development Ordinance to allow the construction of a 12' by 19' screened porch addition to extend 10 feet into the required rear yard setback. (50d)(Doc.3)

5. **Award of Contract - 2015 Pavement Marking Program –** Approval of an award of contract for the 2015 pavement marking program be awarded to the low bidder, Preform Traffic Control Systems, Ltd. for an amount not-to-exceed $80,000. (50e)

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6. **Award of Contract – Crack Sealing –** Approval of an award of contract for crack sealing services to Behm Pavement Maintenance for an amount not to exceed $48,000 with all work completed based upon the unit price of $0.47/ lineal foot. (50f)

7. **Perimeter Lighting –** Approval of the following: (50g)
   a.) Waiver of competitive bid requirements and award a contract for the installation of downtown perimeter lighting to Associated Electric.
   b.) Purchase of appropriate Led lighting materials from Flexfire LED.

8. **Rejection of Bids – Opera House South Addition Roof Replacement –** Recommendation to reject all bids received and the Opera House staff to make repairs to the south roof as needed through FY15/16. (50h)

9. **Distressed Property –**Approval to authorize the necessary legal steps for properties at 669 Washington, 435 E. Lake Street, 1238-1240 Thomas Drive and 723 Wicker Street. (50i)

10. **Apple Creek Subdivision Settlement Agreement –** Adoption of a Resolution authorizing the ratification of a settlement agreement with Bond Safeguard Company, the Land Conservancy and Hawthorne 45 LLC to complete roadway and wetland improvements within the Apple Creek Subdivision. (50j)(Doc.4)

DISCUSSION ITEM:

11. **Discussion of the Technical Assistance Panel (TAP) Report for the Old Courthouse.** (50k)

FUTURE AGENDA ITEMS

ADJOURN

NOTICE: In compliance with the Americans With Disabilities Act (ADA), this and all other City Council meetings are located in facilities that are physically accessible to those who have disabilities. If additional reasonable accommodations are needed, please call the City Manager's Office at 815/338-4301 at least 72 hours prior to any meeting so that accommodations can be made.

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PROCLAMATION
Honoring

JAY ZAUHAR

WHEREAS, **Jay Zauhar** is a valued Woodstock resident who lives and works on Lake Avenue, a main thoroughfare used heavily by local citizens as well as travelers to the Historic Woodstock Square; and

WHEREAS, **Jay Zauhar** has voluntarily, and anonymously, adopted Lake Avenue, from Route 47 to Dick Tracy Way Park, as his very own public service project; and

WHEREAS, **Jay Zauhar** has spent countless hours planting flowers, trimming bushes, pulling weeds, and removing trash from the roadway, the railroad tracks, and the surrounding businesses in this vicinity; and

WHEREAS, **Jay Zauhar**, with no expectation of recognition or compensation, has performed exemplary service to the Woodstock community; and

WHEREAS, **Jay Zauhar** is truly a role model for all Woodstock citizens, demonstrating that one individual can selflessly and generously bring beauty, pleasure and pride into the lives of many.

NOW, THEREFORE, BE IT PROCLAIMED that the City Council of the City of Woodstock, on behalf of all citizens of Woodstock, wishes to congratulate and commend **Jay Zauhar** for his outstanding civic contributions in beautifying Lake Avenue, not only creating a memorable experience for visitors as they enter and leave our community, but also enhancing the lives of all Woodstock residents around him.

APPROVED and ***ADOPTED*** by the City Council of the City of Woodstock, McHenry County, this 4th day of August, 2015.

_____
Brian Sager, Ph.D., Mayor

Attest:

_____
Cindy Smiley, City Clerk

June 17, 2015

I am writing this letter to make the city administration aware of an exemplary act of good will put forth by one of our citizens.

Jay Zahaur lives in an apartment on Lake Avenue above the Woodstock Veterinary Clinic and works at the Clinic on a part time basis. He has taken it upon himself to maintain the appearance of Lake Avenue from Rt. 46 to Dick Tracy Park on both sides of the street.

In the Spring, after snow melt, the trash along the street from the Winter accumulation was an eye sore. Jay picked up every can, bottle and scrap of paper on both sides of the street. He cleaned around Coleman's parking lot, the Benoy building and around Gaver's station. He crossed the street and cleaned the area along the Police Station down to Dick Tracy Park. And then he proceeded to pick up all the trash along the railroad tracks.

As the weather warmed and the bushes leaved out and the grass began to grow along with the weeds along the tracks, he manicured the area, trimming bushes, pulling and cutting weeds, planting flowers and keeping the area pristine.

His efforts have made Lake Avenue a wonderful entry path to downtown Woodstock. Even the view from the railroad tracks is pleasing. And no one knows who is responsible.

I think Jay deserves an official thank you for his efforts.

Lloyd

Lloyd M. Shaw

MINUTES
WOODSTOCK CITY COUNCIL
July 21, 2015
City Council Chambers

The regular meeting of the Woodstock City Council was called to order at 7:00 PM by Mayor Brian Sager on Tuesday, July 21, 2105 in Council Chambers at City Hall. Mayor Sager explained the consent calendar process and invited public participation.

A roll call was taken.

COUNCIL MEMBERS PRESENT: Daniel Hart, RB Thompson, Maureen Larson, Mark Saladin, Joseph Starzynski, and Mayor Brian Sager

COUNCIL MEMBERS ABSENT: Michael Turner

STAFF PRESENT: City Manager Roscoe Stelford, City Attorney Ruth Schlossberg, Finance Director Paul Christensen, Public Works Director Jeff Van Landuyt, Planning and Zoning Director Joe Napolitano, Chief Robert Lowen, Grant Writer Terry Willcockson, Parks and Recreation Commission Chairman Mike McCleary, and Transportation Commission Chairman Andrew Celentano.

OTHERS PRESENT: City Clerk Cindy Smiley

FLOOR DISCUSSION

Proclamation Honoring WHS 2015 Engineering Design & Development Class
Mayor Sager stated this evening the City is very happy to celebrate something that was accomplished by students at Woodstock High School and that those students are present. He noted that their accomplishment is a true reflection of people within the community identifying a need and then making it happen. He congratulated the students who looked at a situation, developed a plan to address the need, and then carried out the plan.

Mayor Sager explained that the Donato Conservation Area has been a wonderful area where students have been given the opportunity to have hands-on study of the environment and the plants and animals unique to the area, and members of the public have had the opportunity to enjoy nature. He noted, however, that this unique area presented a mobility challenge, and there was a need for paths in this wetland. This need was identified by the students, who then developed a plan and built walkways to be installed within the area to make it more usable for the students and the public.

Mayor Sager noted that Transportation Chairman Andrew Celentano worked diligently with the students to make this project come to fruition and has been pivotal in identifying transportation projects, including pathways, sidewalks, bike baths, and public transportation in addition to roadways. He also commented that Mr. Celentano has recognized that one of the community's greatest resources is our young people. He stated further that a project like this could not be completed without funding and that the City Grant Writer Terry Willcockson identified and secured grants through a Com/Ed grant program to fund the project. He also recognized Dean Breuer, representing Com/Ed. Mayor Sager thanked Mr. Celentano, Ms. Willcockson, and Mr. Breuer for their work on this project.

Mayor Sager then recognized Steve Thompson, teacher of the Engineering Design & Development Class for his role in guiding these students and Dr. Justin Smith, Principal of Woodstock High School

Thanking all for their participation in making this happen, Mayor Sager asked all to come to the podium where he presented them with a Proclamation honoring and recognizing their efforts.

All were acknowledged with applause from those present.

Mayor Sager then asked the students to step forward where he recognized them individually for their efforts, presenting them with individual certificates of appreciation. Recognized were Jon Cunningham, Jack Fischbach, Blake Kahoun, Zack Myers, and Cole Richter. The young men were also acknowledged with applause from those present.

Mayor Sager then invited those present to view the prototype of the pathway, which is present in the parking lot, as they leave this evening's meeting.

Public Comments

Helga Housner, 318 W. South Street, approached Council to comment on speeding cars traveling down South Street, noting that children are often present and pedestrian students travel down South Street as well. Noting further that there are no speed signs in this area, she requested that the City install these signs.

Mayor Sager thanked Ms. Housner for her concerns and confirmed that the City would do the following:

1) Increase Police enforcement in the area in an attempt to change drivers' behavior;
2) Install any necessary speed limit signage;
3) Look at the possibility of installing "Children Playing" signage in the area. Mayor Sager did caution Ms. Housner that there are certain criteria for the installation of this type of signage, but that the City would investigate the situation.

Ms. Housner thanked the Mayor and Council.

Scott Gessert, 810 Gerry Street, addressed the Council concerning the proposed allocation by Council of $150,000 to the District 200 Renaissance Project, commonly known as the "turf" project. Mayor Sager noted that the Council has budgeted up to $100,000 for this project, with the amount to be equal to that matched by District 200 up to $100,000. He further noted that these funds have not been allocated, but rather identified in this fiscal year's budget.

Mr. Gessert noted that the School Board unanimously declined this project but stated he still has deep concerns about it. He wished to let Council know that a school board in California has allocated millions of dollars for a three-year study on the effects of crumb rubber on students. He listed a number of other communities that have made the decision not to allow this material on their athletic fields.

Council Comments
Mayor Sager noted that this had been a busy weekend in Woodstock.

He then thanked City staff for organizing and conducting the second annual Summer in the Park community celebration, noting the significant challenges they faced due to the weather.

Mayor Sager then noted that 2,500 people attended the Gavers Barndance despite the weather, raising a significant amount of money.

He stated that Folk Fest was also very well attended and that the Woodstock Summer Children's Theatre performed Lion King Jr. at the Opera House to rave reviews.

He thanked the Department of Public Works and the Police Department for their work on all of these events.

Mayor Sager stated the ULI TAP Report has been received and is now available for view on the City's website.

He expressed gratitude to the Promote Woodstock, Inc. group for the exceptional job they have done, noting the presentation made this week of their new campaign, "Real Woodstock."

Mayor Sager then congratulated Copy Express on their 40th anniversary celebration.

CONSENT AGENDA

The following items were removed from the Consent Agenda:

- Item E3 at the request of Councilman Hart.
- Item E5 at the request of Councilman Saladin

Motion by M. Larson, second by M. Saladin, to approve Consent Agenda Items B, C. D. and E1, E2, E4, and E6-9.

Mayor Sager opened the floor to questions from Council members and the Public concerning those items remaining on the Consent Agenda.

Item C - Warrants
RB Thompson congratulated the Finance Department on their new software, noting the new format of the warrants.

Item E7 – Safe Routes to School Design Agreement
RB Thompson expressed his approval of the expansion of the SRTS Program to other neighborhoods. Mayor Sager noted that these sidewalks are good for the community as a whole, not just school children.

Item E8 – Change Order – Greta Avenue Storm Sewer Project
In response to a question from M. Saladin, J. Van Landuyt stated that this is part of the retention/detention project in the Golden Avenue area. In response to further questioning, Mr. Van

Landuyt stated that while there still will be water in the detention/retention areas, as that is what they are designed for, the water should not reach the level that it was previously in heavy rain events.

A roll call vote was taken on the following items remaining on the Consent Agenda:

B. MINUTES OF PREVIOUS MEETINGS
June 16, 2015 City Council Workshop

C. WARRANTS: 3669 3670 3671 3672 3673

D. MINUTES AND REPORTS:
Police Department – May 2015

E. MANAGER'S REPORT NO. 49

1. Appointments – Mayor Pro Tem and Deputy Mayor Pro Tem – Approval of the appointments of Councilman Mike Turner as Mayor Pro Tempore and Councilman Mark Saladin as Deputy Mayor Pro Tempore for the City of Woodstock.

2. Donato Conservation Walkway Grant – Adoption of Resolution 15-R-17, identified as Document No. 1, authorizing project completion funds for the ComEd/Openlands Green Region Pathways to Education at the William C. Donato Conservation Area.

4. Intergovernmental Agreement – MCAT – Approval of Resolution 15-R-18, identified as Document No. 2, authorizing execution of a Mutual Aid Agreement with the Major Crash Assistance Team of Northeastern McHenry County (MCAT).

6. Purchase – Pickup Truck – Approval of the purchase of a replacement pickup truck for the Parks Division through the State of Illinois Joint Purchasing Program from Bob Ridings Fleet Sales for the total bid price of $24,500.

7. Safe Routes to School Design Agreement – Approval of an agreement with Hampton, Lenzini, and Renwick for professional services in an amount not to exceed $38,205 to complete the design, plans, and specifications for the construction of sidewalk constructed with Safe Routes to Schools (SRTS) Grant Funds.

8. Change Order – Greta Avenue Storm Sewer Project – Adoption of Resolution No. 15-R-19, identified as Document No. 3, authorizing Change Order 001 for the construction of the Autumn Ridge Relief Storm Basin.

9. MFT Resolution – Adoption of Resolution No. 15-R-20, identified as Document No. 4, concurring with the appropriation of an additional $161,048.03 of MFT funds from May 1, 2014 thru April 30, 2015 for FY14/15 maintenance projects.

Ayes: D. Hart, M. Larson, M. Saladin, J. Starzynski, RB Thompson, and Mayor Sager. Nays: none. Abstentions: None. Absentees: M. Turner. Motion carried.

Mayor Sager expressed his appreciation to Councilman Turner and Councilman Saladin for agreeing to serve as Mayor Pro Tem and Deputy Mayor Pro Tem respectively.

Councilman D. Hart recused himself at 7:42PM

Item E3 – E-1 Liquor Application Moratorium Waiver

Mayor Sager noted that this item was a request from the new owner of La Placita Tacqueria, located at 108 Cass Street, for a waiver of the moratorium on an application for a liquor license.

Edgardo Urbina, Owner, stated it is his wish to serve beer and wine only to enhance the meals of his patrons. He noted that he has had several requests for this additional service. He further stated that he does not drink and does not intend to put in a bar, but only serve beer and wine as a complement to food. Mr. Urbina then stated that he does not intend to put in any gaming machines as he wants his restaurant to maintain a family environment.

Lisa Hanson, co-owner of the Backdrop at 106 Cass Street, stated that this issue goes back to April 7th when Council passed an ordinance putting in a moratorium on most liquor license classifications. She read from Mayor Sager's memo from that meeting in which he stated it is the City's responsibility to "protect the public health and safety relative to licensing the sale of a controlled substance, and to further the previously expressed intent to regulate the orderly growth of liquor establishments in the City…" Ms. Hanson stated she was encouraged by this because she felt it meant Council would think about the types of licenses being issued and limit the expansion of video gaming. She stated that while Mr. Urbina states that he will not offer video gaming, by giving him a liquor license, the City is giving him the prerogative to change his mind. She does not want an establishment with video gaming in her backyard and noted that there are many establishments within two blocks of her business which offer video gaming. She asked the City Council to stop and think before issuing any more liquor licenses.

Ms. Hanson further said the City Council should look at the number of liquor licenses and video gaming licenses issued and say "enough." She expressed her opinion that serious altercations and incidents are occurring as a result of the proliferation of liquor and video gaming licenses which are only adding to the problems. Noting the Police Chief's most recent police report indicates a 20% increase in crime, Ms. Hanson expressed her view that video gaming has increased crime.

Mayor Sager acknowledged Ms. Hanson's comments agreeing that if a bar or restaurant liquor license is approved, the licensee has the right to apply for a video gaming license. He stated; however, that many people within the community are calling for the City Council to bring more restaurants to Woodstock. He noted that these restaurants likely will ask for a liquor license as this is part of their business plan. He stated that one reason a moratorium was placed on liquor license applications is to give Council the opportunity to ask these questions prior to approving the license. He further noted that, not only is there a moratorium, but there is currently a strict limitation on the number of bars by population, on convenience stores both by population and geographic location, on liquor stores both by population and geographic location, and on gas stations by population.

Mayor Sager stated that the petitioner has stated he will not have video gaming and expressed his confidence in that statement. He noted, however, that should that occur, the Council has the power to refuse to renew the liquor license at renewal time. In response to Ms. Hanson's assertion that Council has never done that, Mayor Sager stated that it is because Council has never been faced with the circumstances which would call for such action.

In response to Ms. Hanson's comments concerning the number of liquor establishments within the area of her business, he stated it is expected that this would be the case as the Square is the dining, shopping, and entertainment area of the City.

Ms. Hanson expressed her opinion that it is irresponsible of Council to concentrate these businesses in a 2 block area and is irresponsible in terms of protecting public safety.

Edgardo Urbina, owner of La Placita, stated he appreciates Ms. Hanson's concerns and then again assured Council that he will not put in video gaming machines. He stated further that the safety of his guests and employees mean much more to him than any money he would get from the machines.

In response to a brief Council discussion on an increase in crime, Chief Lowen stated he would include this information in next month's Police Report to Council. In response to further questioning, he stated that the largest increase in crime was related to shoplifting.

Motion by M. Larson, second by J. Starzynski, to waive the moratorium on the acceptance of a Class E-1 liquor license application for Edgardo Urbina/La Placita Restaurant for property located at 108 Cass Street.

A roll call vote was taken. Ayes: M. Larson, M. Saladin, J. Starzynski, RB Thompson, and Mayor Sager. Nays: none. Absentees: D. Hart and M. Turner. Abstentions: none. Motion carried.

Councilman D. Hart returned to the Council Chambers and rejoined the body at 7:57 PM.

Item E5 – Main Field A Fence Purchase

M. Saladin stated he feels that Field A is in need of improvements, but also that the cost of this proposal raises some questions that should be discussed.

R. Stelford detailed some of the added improvements and changes in design that resulted in an increased cost for this project, including arched backstops that will result in increased safety for players and spectators and improved dug outs. In addition, he noted that it is proposed to use vinyl-coated fencing like that used at Merryman Fields, which is sturdier and lasts longer, but comes with a significant higher cost.

J. Van Landuyt noted that the last fields built or to undergo significant improvements were Merryman Fields in 2006 and that the costs proposed for Field A improvements represent about a 4% per year increase which is to be expected. It was further noted that these costs were not identified at the time of the grant application as the City was under an application deadline.

In response to a question from RB Thompson, J. Van Landuyt noted that no grading will be done in the outfield but that drainage should improve in the infield which was one of the requirements of the grant.

Discussion followed of field usage, with R. Stelford stating that these improvements will make this field a field of first choice.

Mayor Sager stated the question is whether Council wishes to proceed with the added costs. He noted that he has been concerned in the past with the piecemeal approach that has been taken on certain projects which has resulted in higher overall costs. This, he stated, would allow this project to come to fruition and would be a more efficient use of the people's resources which is a responsible approach.

In response to a question from Mayor Sager, R. Stelford stated there are projects in the General Corporate CIP fund which are expected to come in under the budgeted amount resulting in savings which could be put to this project. He also noted that there would be sufficient funds in the General Fund should that not occur. He further stated that if staff felt it necessary a hold could be placed on other projects but that this project is a priority because it is partially funded through a grant.

M. Saladin stated he was supportive of this project in light of Baseball Tomorrow Fund's willingness to fund it and the quality of the field that will result. It is his opinion that it should match the quality of the other fields.

Motion by M. Saladin, second by J. Starzynski, to approve award of contract for improvements at Emricson Main Field "A" to remove existing fence, backstop, footings, dugouts, and associated appurtenances along with furnishing and installing new fence, an arched backstop, footings, dugouts with concrete pads, associated appurtenances and site restoration to the lowest responsible bidder Northern Illinois Fence for a cost not-to-exceed $114,600.

A roll call vote was taken. Ayes: D. Hart, M. Larson, M. Saladin, J. Starzynski, RB Thompson, and Mayor Sager. Nays: none. Absentees: M. Turner. Abstentions: none. Motion carried.

FUTURE AGENDA ITEMS
There were no amendments to the Future Agenda Items.

ADJOURN
Motion by M. Larson, second by RB Thompson, to adjourn this meeting of the Woodstock City Council to the next regularly scheduled meeting on Tuesday, August 4, 2015, at 7:00 PM in the Council Chambers at City Hall. Ayes: D. Hart, M. Larson, M. Saladin, J. Starzynski, RB Thompson, and Mayor Sager. Nays: none. Absentees: M. Turner. Abstentions: none. Meeting adjourned at 8:15 PM.

Respectfully submitted,

Cindy Smiley
City Clerk

Check #	Payee	Description	Amount	Fund	GL Account Title	GL Account
102134	A5 GROUP INC	PROMOTE WOODSTOCK	25,000.00	GENERAL FUND	MARKETING EFFORTS	01-01-5-558
Total 102134:			25,000.00			
102135	AHA CONSULTING INC	WEBSITE DESIGN	8,750.00	GENERAL FUND	CITY WEBSITE	01-01-5-556
Total 102135:			8,750.00			
102136	AMERICAN RED CROSS - HEALTH & S	POOL CPR TRAINING	508.00	AQUATIC CENTER FUND	TRAINING	04-00-4-452
102136	AMERICAN RED CROSS - HEALTH & S	LIFEGUARD BOOKS	81.00	AQUATIC CENTER FUND	TRAINING	04-00-4-452
Total 102136:			589.00			
102137	ANITA JOHNSON INSTRUCTOR CONT	RECREATION INSTRUCTION	350.00	RECREATION CENTER FUND	INSTRUCTORS/PERSONAL TRAINERS	05-00-3-431
Total 102137:			350.00			
102138	ARAMARK	UNIFORMS	6.00	GENERAL FUND	UNIFORMS	01-07-4-453
102138	ARAMARK	UNIFORMS	14.25	PARKS FUND	UNIFORMS	06-00-4-453
102138	ARAMARK	UNIFORMS	12.02	WATER & SEWER UTILITY FUND	UNIFORMS	60-52-4-453
102138	ARAMARK	UNIFORMS	14.25	GENERAL FUND	UNIFORMS	01-06-4-453
102138	ARAMARK	UNIFORMS	6.00	WATER & SEWER UTILITY FUND	UNIFORMS	60-50-4-453
102138	ARAMARK	UNIFORMS	6.00	WATER & SEWER UTILITY FUND	UNIFORMS	60-51-4-453
Total 102138:			58.52			
102139	ASSOCIATED ELECTRICAL CONTRAC	ELECTRICAL LABOR	172.50	WATER & SEWER UTILITY FUND	SERVICE TO MAINTAIN EQUIPMENT	60-50-5-552
102139	ASSOCIATED ELECTRICAL CONTRAC	REPAIR BATHROOM LIGHTS EMRICS	165.00	AQUATIC CENTER FUND	SERVICE TO MAINTAIN BUILDING	04-00-5-550
102139	ASSOCIATED ELECTRICAL CONTRAC	REPAIR BATHROOM LIGHTS EMRICS	75.00	AQUATIC CENTER FUND	MATERIAL TO MAINTAIN BUILDING	04-00-6-620
Total 102139:			412.50			
102140	BAXTER & WOODMAN, INC.	BWCSI WATER SUPPORT SERVICES	397.48	WATER & SEWER UTILITY FUND	SERVICE TO MAINTAIN EQUIPMENT	60-50-5-552
Total 102140:			397.48			
102141	BOHN'S ACE HARDWARE	PAINT	23.96	GENERAL FUND	PROGRAM SUPPLIES	01-09-6-612
102141	BOHN'S ACE HARDWARE	BATTERY WATCH/CALC	23.16	WATER & SEWER UTILITY FUND	SUPPLIES	60-50-6-606
102141	BOHN'S ACE HARDWARE	SINGLE CUT KEY	9.96	GENERAL FUND	PROGRAM SUPPLIES	01-09-6-612
102141	BOHN'S ACE HARDWARE	SCREWDRIVER	12.24	GENERAL FUND	PROGRAM SUPPLIES	01-09-6-612

Check #	Payee	Description	Amount	Fund	GL Account Title	GL Account
102141	BOHN'S ACE HARDWARE	WATERING CAN	12.98	GENERAL FUND	PROGRAM SUPPLIES	01-09-6-612
102141	BOHN'S ACE HARDWARE	SINGLE CUT KEY	2.49	PARKS FUND	SUPPLIES	06-00-6-606
102141	BOHN'S ACE HARDWARE	AMMONIA QUART ACE	2.79	WATER & SEWER UTILITY FUND	LABORATORY CHEMICALS	60-50-6-615
102141	BOHN'S ACE HARDWARE	GARDEN HOSE WASHERS	.69	PARKS FUND	MATERIAL TO MAINTAIN GROUNDS	06-00-6-623
Total 102141:			88.27			
102142	BUSS FORD	WHEEL PARTS	16.74	POLICE PROTECTION FUND	MATERIAL TO MAINTAIN VEHICLES	03-00-6-622
102142	BUSS FORD	SOCKET ASEMBLY	359.34	POLICE PROTECTION FUND	MATERIAL TO MAINTAIN VEHICLES	03-00-6-622
102142	BUSS FORD	CONVERTER ASY	358.94	POLICE PROTECTION FUND	MATERIAL TO MAINTAIN VEHICLES	03-00-6-622
Total 102142:			735.02			
102143	CABAY & COMPANY, INC	PAPER SUPPLIES	422.34	AQUATIC CENTER FUND	OFFICE/JANITORAL SUPPLIES	04-00-6-606
102143	CABAY & COMPANY, INC	JANIITORIAL SUPPLIES	1,659.33	RECREATION CENTER FUND	OFFICE/JANITORIAL SUPPLIES	05-00-6-606
102143	CABAY & COMPANY, INC	SHREDDER	251.88	GENERAL FUND	OFFICE SUPPLIES	01-09-6-606
102143	CABAY & COMPANY, INC	PAPER SUPPLIES	584.71	AQUATIC CENTER FUND	OFFICE/JANITORAL SUPPLIES	04-00-6-606
Total 102143:			2,918.26			
102144	CALL ONE	COMMUNICATIONS	59.19	GENERAL FUND	COMMUNICATIONS	01-01-5-501
102144	CALL ONE	COMMUNICATIONS	88.78	GENERAL FUND	COMMUNICATIONS	01-03-5-501
102144	CALL ONE	COMMUNICATIONS	61.21	GENERAL FUND	COMMUNICATIONS	01-04-5-501
102144	CALL ONE	COMMUNICATIONS	59.18	GENERAL FUND	COMMUNICATIONS	01-05-5-501
102144	CALL ONE	COMMUNICATIONS	806.86	GENERAL FUND	COMMUNICATIONS	01-08-5-501
102144	CALL ONE	COMMUNICATIONS	144.33	RECREATION CENTER FUND	COMMUNICATIONS	05-00-5-501
102144	CALL ONE	COMMUNICATIONS	4,475.85	POLICE PROTECTION FUND	COMMUNICATIONS	03-00-5-501
102144	CALL ONE	COMMUNICATIONS	207.57	PERFORMING ARTS	COMMUNICATIONS	07-11-5-501
102144	CALL ONE	COMMUNICATIONS	144.33	LIBRARY	COMMUNICATIONS	08-00-5-501
102144	CALL ONE	COMMUNICATIONS	2,440.50	WATER & SEWER UTILITY FUND	COMMUNICATIONS	60-50-5-501
102144	CALL ONE	COMMUNICATIONS	197.74	WATER & SEWER UTILITY FUND	COMMUNICATIONS	60-51-5-501
102144	CALL ONE	COMMUNICATIONS	542.22	WATER & SEWER UTILITY FUND	COMMUNICATIONS	60-52-5-501
Total 102144:			9,227.76			
102145	CARQUEST AUTO PARTS STORES	SHOCKS	203.36	WATER & SEWER UTILITY FUND	MATERIALS TO MAINT. VEHICLES	60-52-6-622
102145	CARQUEST AUTO PARTS STORES	FILTERS	54.40	GENERAL FUND	MATERIALS TO MAIN. EQUIPMENT	01-06-6-621
102145	CARQUEST AUTO PARTS STORES	FILTER	6.20	PARKS FUND	MATERIAL TO MAINTAIN EQUIPMENT	06-00-6-621
102145	CARQUEST AUTO PARTS STORES	PRESSURE HOSE	51.36	PARKS FUND	MATERIAL TO MAINTAIN VEHICLES	06-00-6-622
102145	CARQUEST AUTO PARTS STORES	BRAKE PADS	77.08	WATER & SEWER UTILITY FUND	MATERIALS TO MAINT. VEHICLES	60-52-6-622

Check #	Payee	Description	Amount	Fund	GL Account Title	GL Account
102145	CARQUEST AUTO PARTS STORES	BRAKE ROTOR	32.89	WATER & SEWER UTILITY FUND	MATERIALS TO MAINT. VEHICLES	60-52-6-622
102145	CARQUEST AUTO PARTS STORES	RETURN ROTOR	2.80-	WATER & SEWER UTILITY FUND	MATERIALS TO MAINT. VEHICLES	60-52-6-622
102145	CARQUEST AUTO PARTS STORES	AC SUPPLIES	19.31	GENERAL FUND	MATERIALS TO MAIN. VEHICLES	01-06-6-622
102145	CARQUEST AUTO PARTS STORES	REFLEX LIGHT TRUCK	115.37	WATER & SEWER UTILITY FUND	MATERIALS TO MAINT. VEHICLES	60-52-6-622
102145	CARQUEST AUTO PARTS STORES	O2 SENSOR CHASER	6.45	POLICE PROTECTION FUND	MATERIAL TO MAINTAIN VEHICLES	03-00-6-622
Total 102145:			563.62			
102146	CENTEGRA MEMORIAL MEDICAL CEN	DRUG TESTS	25.00	GENERAL FUND	DRUG TESTING	01-04-5-510
102146	CENTEGRA MEMORIAL MEDICAL CEN	DRUG TESTING CDL RANDOMS	135.00	GENERAL FUND	DRUG TESTING	01-04-5-510
Total 102146:			160.00			
102147	CINDY SMILEY	SUMMER IN PARK	53.46	GENERAL FUND	CITY COMMUNITY EVENT	01-11-6-621
102147	CINDY SMILEY	BUSINESS/TRAVEL EXPENSE CLAIM	53.39	GENERAL FUND	CITY COMMUNITY EVENT	01-11-6-621
Total 102147:			106.85			
102148	CLIFFHANGER CLIMBING WALLS INC	20 FT CLIMBING WALL	900.00	GENERAL FUND	CITY COMMUNITY EVENT	01-11-6-621
Total 102148:			900.00			
102149	COMCAST	INTERNET CHARGES	134.85	LIBRARY	COMMUNICATIONS	08-00-5-501
102149	COMCAST	INTERNET CHARGES	212.90	POLICE PROTECTION FUND	COMMUNICATIONS	03-00-5-501
102149	COMCAST	INTERNET CHARGES	122.90	PERFORMING ARTS	COMMUNICATIONS	07-11-5-501
102149	COMCAST	INTERNET CHARGES	82.90	AQUATIC CENTER FUND	COMMUNICATIONS	04-00-5-501
102149	COMCAST	INTERNET CHARGES	122.90	RECREATION CENTER FUND	COMMUNICATIONS	05-00-5-501
102149	COMCAST	INTERNET CHARGES	82.90	WATER & SEWER UTILITY FUND	COMMUNICATIONS	60-50-5-501
102149	COMCAST	INTERNET CHARGES	82.90	WATER & SEWER UTILITY FUND	COMMUNICATIONS	60-51-5-501
102149	COMCAST	INTERNET CHARGES	142.85	GENERAL FUND	COMMUNICATIONS	01-08-5-501
102149	COMCAST	INTERNET CHARGES	82.90	WATER & SEWER UTILITY FUND	COMMUNICATIONS	60-51-5-501
102149	COMCAST	INTERNET CHARGES	82.90	WATER & SEWER UTILITY FUND	COMMUNICATIONS	60-50-5-501
102149	COMCAST	INTERNET CHARGES	237.85	GENERAL FUND	COMMUNICATIONS	01-03-5-501
102149	COMCAST	INTERNET CHARGES	112.90	RECREATION CENTER FUND	SERVICE TO MAINTAIN EQUIPMENT	05-00-5-552
102149	COMCAST	INTERNET CHARGES	9.50	GENERAL FUND	COMMUNICATIONS	01-03-5-501
102149	COMCAST	COMMUNICATION SERVICES	4.28	GENERAL FUND	COMMUNICATIONS	01-09-5-501
Total 102149:			1,515.43			
102150	COMMONWEALTH EDISON	ELECTRIC SVC	1,146.81	MOTER FUEL TAX FUND	STREET LIGHTING	12-00-5-564

Check #	Payee	Description	Amount	Fund	GL Account Title	GL Account
Total 102150:			1,146.81			
102151	COMMONWEALTH EDISON	ELECTRIC	58.95	WATER & SEWER UTILITY FUND	UTILITIES	60-50-5-540
102151	COMMONWEALTH EDISON	ELECTRIC	96.80	WATER & SEWER UTILITY FUND	UTILITIES	60-50-5-540
102151	COMMONWEALTH EDISON	ELECTRIC	84.63	WATER & SEWER UTILITY FUND	UTILITIES	60-50-5-540
102151	COMMONWEALTH EDISON	ELECTRIC	49.19	WATER & SEWER UTILITY FUND	UTILITIES	60-50-5-540
102151	COMMONWEALTH EDISON	ELECTRIC	121.70	WATER & SEWER UTILITY FUND	UTILITIES	60-50-5-540
Total 102151:			411.27			
102152	COMMUNITY PLUMBING COMPANY	BATES PARK RESTROOM REPAIRS	119.45	PARKS FUND	SERVICE TO MAINTAIN GROUNDS	06-00-5-551
Total 102152:			119.45			
102153	COMPASS MINERALS	COARSE ROCK SALT	2,444.34	WATER & SEWER UTILITY FUND	SALT	60-50-6-610
102153	COMPASS MINERALS	COARSE ROCK SALT	2,554.62	WATER & SEWER UTILITY FUND	SALT	60-50-6-610
102153	COMPASS MINERALS	COARSE ROCK SALT	2,335.06	WATER & SEWER UTILITY FUND	SALT	60-50-6-610
102153	COMPASS MINERALS	COARSE ROCK SALT	2,461.38	WATER & SEWER UTILITY FUND	SALT	60-50-6-610
102153	COMPASS MINERALS	COARSE ROCK SALT	2,487.45	WATER & SEWER UTILITY FUND	SALT	60-50-6-610
102153	COMPASS MINERALS	COARSE ROCK SALT	2,513.52	WATER & SEWER UTILITY FUND	SALT	60-50-6-610
102153	COMPASS MINERALS	COARSE ROCK SALT	2,424.29	WATER & SEWER UTILITY FUND	SALT	60-50-6-610
102153	COMPASS MINERALS	COARSE ROCK SALT	2,396.21	WATER & SEWER UTILITY FUND	SALT	60-50-6-610
102153	COMPASS MINERALS	COARSE ROCK SALT	2,411.25	WATER & SEWER UTILITY FUND	SALT	60-50-6-610
102153	COMPASS MINERALS	COARSE ROCK SALT	2,583.70	WATER & SEWER UTILITY FUND	SALT	60-50-6-610
Total 102153:			24,611.82			
102154	CONSTELLATION NEWENERGY	ELECTRIC SERVICE	1,927.56	WATER & SEWER UTILITY FUND	UTILITIES	60-50-5-540
102154	CONSTELLATION NEWENERGY	ELECTRIC SERVICE	371.58	WATER & SEWER UTILITY FUND	UTILITIES	60-50-5-540
102154	CONSTELLATION NEWENERGY	ELECTRIC SERVICE	971.47	WATER & SEWER UTILITY FUND	UTILITIES	60-50-5-540
102154	CONSTELLATION NEWENERGY	ELECTRIC SERVICE	8,816.40	WATER & SEWER UTILITY FUND	UTILITIES	60-50-5-540
102154	CONSTELLATION NEWENERGY	ELECTRIC SERVICE	1,130.36	WATER & SEWER UTILITY FUND	UTILITIES	60-50-5-540
102154	CONSTELLATION NEWENERGY	ELECTRIC	2,734.29	RECREATION CENTER FUND	FUEL - HEATING	05-00-6-603
102154	CONSTELLATION NEWENERGY	ELECTRIC	12,750.72	WATER & SEWER UTILITY FUND	UTILITIES	60-51-5-540
102154	CONSTELLATION NEWENERGY	ELECTRIC SERVICE	3,816.28	WATER & SEWER UTILITY FUND	UTILITIES	60-50-5-540
102154	CONSTELLATION NEWENERGY	ELECTRIC SERVICE	1,190.32	WATER & SEWER UTILITY FUND	UTILITIES	60-50-5-540
102154	CONSTELLATION NEWENERGY	ELECTRIC	30.87	MOTER FUEL TAX FUND	STREET LIGHTING	12-00-5-564
102154	CONSTELLATION NEWENERGY	ELECTRIC SERVICE	8,036.34	WATER & SEWER UTILITY FUND	UTILITIES	60-50-5-540
102154	CONSTELLATION NEWENERGY	ELECTRIC SERVICE	879.16	WATER & SEWER UTILITY FUND	UTILITIES	60-50-5-540

Check #	Payee	Description	Amount	Fund	GL Account Title	GL Account
102154	CONSTELLATION NEWENERGY	ELECTRIC	12,194.14	WATER & SEWER UTILITY FUND	UTILITIES	60-51-5-540
102154	CONSTELLATION NEWENERGY	ELECTRIC	93.55	MOTER FUEL TAX FUND	STREET LIGHTING	12-00-5-564
102154	CONSTELLATION NEWENERGY	ELECTRIC	6.23	MOTER FUEL TAX FUND	STREET LIGHTING	12-00-5-564
102154	CONSTELLATION NEWENERGY	ELECTRIC SERVICE	3,714.38	WATER & SEWER UTILITY FUND	UTILITIES	60-50-5-540
102154	CONSTELLATION NEWENERGY	ELECTRIC SERVICE	1,134.45	WATER & SEWER UTILITY FUND	UTILITIES	60-50-5-540
102154	CONSTELLATION NEWENERGY	ELECTRIC	259.15	WATER & SEWER UTILITY FUND	UTILITIES	60-51-5-540
102154	CONSTELLATION NEWENERGY	ELECTRIC SERVICE	1,060.80	WATER & SEWER UTILITY FUND	UTILITIES	60-50-5-540
102154	CONSTELLATION NEWENERGY	ELECTRIC	5,854.75	WATER & SEWER UTILITY FUND	UTILITIES	60-51-5-540
102154	CONSTELLATION NEWENERGY	ELECTRIC SERVICE	343.09	WATER & SEWER UTILITY FUND	UTILITIES	60-50-5-540
Total 102154:			67,315.89			
102155	COURTNEE GONZALEZ	RECREATION INSTRUCTION	40.00	RECREATION CENTER FUND	INSTRUCTORS/PERSONAL TRAINERS	05-00-3-431
Total 102155:			40.00			
102156	CROWN RESTROOMS	BARTES PARK PORT-A-POTTY	170.00	PARKS FUND	SERVICE TO MAINTAIN GROUNDS	06-00-5-551
Total 102156:			170.00			
102157	CURRAN MATERIALS COMPANY	PAVING MATERIALS	409.86	GENERAL FUND	MATERIALS TO MAIN. PAVEMENTS	01-06-6-627
102157	CURRAN MATERIALS COMPANY	PAVING MATERIALS	472.20	GENERAL FUND	MATERIALS TO MAIN. PAVEMENTS	01-06-6-627
102157	CURRAN MATERIALS COMPANY	PAVING MATERIALS	507.00	GENERAL FUND	MATERIALS TO MAIN. PAVEMENTS	01-06-6-627
Total 102157:			1,389.06			
102158	DANIEL SIMMONS	BOILER SERVICE	2,835.00	AQUATIC CENTER FUND	REC POOL BOILER REPLACEMENT	04-00-7-721
102158	DANIEL SIMMONS	BOILER SERVICE	9,940.00	AQUATIC CENTER FUND	REC POOL BOILER REPLACEMENT	04-00-7-721
Total 102158:			12,775.00			
102159	DAVE ZINNEN	FOOD FOR CONCESSIONS GIRLS SO	89.00	GENERAL FUND	PROGRAM SUPPLIES	01-09-6-612
Total 102159:			89.00			
102160	DIRECT FITNESS SOLUTIONS, LLC	EQUIPMENT	3,239.88	SPECIAL RECREATION FUND	EQUIPMENT	16-00-7-720
102160	DIRECT FITNESS SOLUTIONS, LLC	ANNEX SHELVING	2,901.00	SPECIAL RECREATION FUND	EQUIPMENT	16-00-7-720
102160	DIRECT FITNESS SOLUTIONS, LLC	EQUIPMENT	8,060.00	SPECIAL RECREATION FUND	EQUIPMENT	16-00-7-720
102160	DIRECT FITNESS SOLUTIONS, LLC	SERVICE ON EQUIPMENT	398.49	RECREATION CENTER FUND	MATERIAL TO MAINTAIN EQUIPMENT	05-00-6-621
102160	DIRECT FITNESS SOLUTIONS, LLC	SERVICE ON EQUIPMENT	155.00	RECREATION CENTER FUND	SERVICE TO MAINTAIN EQUIPMENT	05-00-5-552

Check #	Payee	Description	Amount	Fund	GL Account Title	GL Account
102160	DIRECT FITNESS SOLUTIONS, LLC	SERVICE ON EQUIPMENT	17.50	RECREATION CENTER FUND	MATERIAL TO MAINTAIN EQUIPMENT	05-00-6-621
102160	DIRECT FITNESS SOLUTIONS, LLC	SERVICE ON EQUIPMENT	38.39	RECREATION CENTER FUND	MATERIAL TO MAINTAIN BUILDING	05-00-6-620
102160	DIRECT FITNESS SOLUTIONS, LLC	SERVICE ON EQUIPMENT	130.00	RECREATION CENTER FUND	SERVICE TO MAINTAIN EQUIPMENT	05-00-5-552
Total 102160:			14,940.26			
102161	DON KAMPS	SOFTBALL OFFICIAL	96.00	GENERAL FUND	ATHLETIC OFFICIALS	01-09-5-513
Total 102161:			96.00			
102162	DREISILKER ELECTRIC MOTORS INC	ELECTRIC MOTOR	77.21	AQUATIC CENTER FUND	MATERIAL TO MAINTAIN EQUIPMENT	04-00-6-621
Total 102162:			77.21			
102163	EVERGREEN IRRIGATION, INC.	SULLIVAR FIELD IRRIGATION REPAIR	825.36	PARKS FUND	SERVICE TO MAINTAIN GROUNDS	06-00-5-551
102163	EVERGREEN IRRIGATION, INC.	DAVIS RD PARK IRRIGATION REPAIR	564.19	PARKS FUND	SERVICE TO MAINTAIN GROUNDS	06-00-5-551
102163	EVERGREEN IRRIGATION, INC.	EMERICSON PARK FIELD IRRIGATION	1,116.71	PARKS FUND	SERVICE TO MAINTAIN GROUNDS	06-00-5-551
102163	EVERGREEN IRRIGATION, INC.	EMERICSON/DREAM FIELD IRRIGATI	1,977.62	PARKS FUND	SERVICE TO MAINTAIN GROUNDS	06-00-5-551
102163	EVERGREEN IRRIGATION, INC.	EMERICSON/DREAM FIELD IRRIGATI	1,739.05	PARKS FUND	SERVICE TO MAINTAIN GROUNDS	06-00-5-551
Total 102163:			6,222.93			
102164	GARY W ANDERSON ARCHITECTS	SHERIFF'S HOUSE WINDOWS	2,082.90	TAX INCREMENT FINANCING FUND	OLD COURTHOUSE	41-00-7-729
Total 102164:			2,082.90			
102165	GAVERS ASPHALT PAVING	GRETA LANE	9,693.00	GENERAL FUND-CIP	STORMSEWER IMPROVEMENTS	82-09-7-701
102165	GAVERS ASPHALT PAVING	AUTUMN RIDGE RELIEF STORM SEW	7,204.53	GENERAL FUND-CIP	STORMSEWER IMPROVEMENTS	82-09-7-701
102165	GAVERS ASPHALT PAVING	AUTUMN RIDGE RELIEF STORM SEW	6,100.00	GENERAL FUND-CIP	STORMSEWER IMPROVEMENTS	82-09-7-701
102165	GAVERS ASPHALT PAVING	AUTUMN RIDGE RELIEF STORM SEW	1,840.00	GENERAL FUND-CIP	STORMSEWER IMPROVEMENTS	82-09-7-701
Total 102165:			24,837.53			
102166	GESKE & SONS	RECYCLED MODIFIED SURFACE MIX	321.24	GENERAL FUND	MATERIALS TO MAIN. PAVEMENTS	01-06-6-627
Total 102166:			321.24			
102167	GRAINGER	FUSES	17.22	WATER & SEWER UTILITY FUND	MATERIAL TO MAINTAIN EQUIP.	60-50-6-621
102167	GRAINGER	BELTS	222.78	WATER & SEWER UTILITY FUND	MATERIAL TO MAINTAIN EQUIP.	60-51-6-621
102167	GRAINGER	BREATHER	565.56	WATER & SEWER UTILITY FUND	MATERIAL TO MAINTAIN EQUIP.	60-51-6-621

Check #	Payee	Description	Amount	Fund	GL Account Title	GL Account
Total 102167:			805.56			
102168	HACH COMPANY	REPAIR METER	704.60	WATER & SEWER UTILITY FUND	SERVICE TO MAINTAIN EQUIPMENT	60-51-5-552
102168	HACH COMPANY	CHEMICALS	80.85	WATER & SEWER UTILITY FUND	LABORATORY CHEMICALS	60-50-6-615
102168	HACH COMPANY	CHEMICALS	609.00	WATER & SEWER UTILITY FUND	LABORATORY CHEMICALS	60-50-6-615
Total 102168:			1,394.45			
102169	HALOGEN SUPPLY COMPANY, INC.	C-CERIES LID O'RING	53.37	AQUATIC CENTER FUND	MATERIAL TO MAINTAIN EQUIPMENT	04-00-6-621
Total 102169:			53.37			
102170	HARRISON SCHOOL PTO	FULL PAGE ADD IN PTO CALENDAR	75.00	AQUATIC CENTER FUND	PRINTING SERVICES	04-00-5-537
Total 102170:			75.00			
102171	HOME STATE BANK EMPLOYEE HEAL	EMPLOYEE HEALTH CONTRIBUTION	54,933.07	GENERAL FUND	TRANS. (TO) EMPLOYEE INS. FUND	01-00-9-889
102171	HOME STATE BANK EMPLOYEE HEAL	EMPLOYEE HEALTH CONTRIBUTION	58,917.38	POLICE PROTECTION FUND	TRANS. (TO) EMPLOYEE INS. FUND	03-00-9-889
102171	HOME STATE BANK EMPLOYEE HEAL	EMPLOYEE HEALTH CONTRIBUTION	819.80	AQUATIC CENTER FUND	TRANSFER (TO) EMPLOYEE HEALTH	04-00-9-902
102171	HOME STATE BANK EMPLOYEE HEAL	EMPLOYEE HEALTH CONTRIBUTION	819.80	RECREATION CENTER FUND	TRANS (TO) EMPLOYEE INS. FUND	05-00-9-889
102171	HOME STATE BANK EMPLOYEE HEAL	EMPLOYEE HEALTH CONTRIBUTION	13,687.84	PARKS FUND	TRANS. (TO) EMPLOYEE INS. FUND	06-00-9-889
102171	HOME STATE BANK EMPLOYEE HEAL	EMPLOYEE HEALTH CONTRIBUTION	5,550.41	PERFORMING ARTS	TRANS. (TO) EMPLOYEE INS. FUND	07-00-9-889
102171	HOME STATE BANK EMPLOYEE HEAL	EMPLOYEE HEALTH CONTRIBUTION	11,356.05	LIBRARY	TRANS. TO EMPLOYEES INS. FUND	08-00-9-889
102171	HOME STATE BANK EMPLOYEE HEAL	EMPLOYEE HEALTH CONTRIBUTION	21,825.26	WATER & SEWER UTILITY FUND	TRANS. (TO) EMPLOYEE HEALTH FD	60-00-9-889
Total 102171:			167,909.61			
102172	INDEPTH GRAPHICS & PRINTING	POSTERS	86.96	GENERAL FUND	PRINTING SERVICES/ ADVERTISING	01-09-5-537
102172	INDEPTH GRAPHICS & PRINTING	T SHIRTS-SUMMER IN PARK	914.50	GENERAL FUND	CITY COMMUNITY EVENT	01-11-6-621
Total 102172:			1,001.46			
102173	INTERSTATE BATTERY	BATTERIES	106.35	WATER & SEWER UTILITY FUND	MATERIAL TO MAINT. WATER MAINS	60-52-6-624
102173	INTERSTATE BATTERY	BATTERIES	203.20	POLICE PROTECTION FUND	MATERIAL TO MAINTAIN VEHICLES	03-00-6-622
Total 102173:			309.55			
102174	J. W. TURF	CHAIN	39.36	PARKS FUND	MATERIAL TO MAINTAIN EQUIPMENT	06-00-6-621

Check #	Payee	Description	Amount	Fund	GL Account Title	GL Account
Total 102174:			39.36			
102175	JAMES FRANKLIN INSTRUCTOR CON	SOFTBALL OFFICIAL	72.00	GENERAL FUND	ATHLETIC OFFICIALS	01-09-5-513
Total 102175:			72.00			
102176	JILL FLORES	INSTRUCTOR	210.00	RECREATION CENTER FUND	INSTRUCTORS/PERSONAL TRAINERS	05-00-3-431
Total 102176:			210.00			
102177	JOHN HOCKERSMITH	CONTRACTUAL INVOICE	232.50	RECREATION CENTER FUND	SERVICE TO MAINTAIN BUILDING	05-00-5-550
Total 102177:			232.50			
102178	JOHN P. BYARD INSTRUCTOR CONT	KARATE SERVICES	480.00	GENERAL FUND	INSTRUCTOR CONTRACTS	01-09-5-512
Total 102178:			480.00			
102179	JOHN WHITE STABLES	HORSEBACK RIDING	460.00	GENERAL FUND	INSTRUCTOR CONTRACTS	01-09-5-512
Total 102179:			460.00			
102180	JOSE M. ZAMORANO INSTRUCTOR C	CONTRACTUAL INSTRUCTOR	170.00	RECREATION CENTER FUND	SERVICE TO MAINTAIN EQUIPMENT	05-00-5-552
Total 102180:			170.00			
102181	JOSEFINA PALA	RECREATION INSTRUCTOR	843.00	RECREATION CENTER FUND	INSTRUCTORS/PERSONAL TRAINERS	05-00-3-431
Total 102181:			843.00			
102182	JUDITH BROWN INSTRUCTOR CONTR	RECREATION INSTRUCTION	123.00	RECREATION CENTER FUND	INSTRUCTORS/PERSONAL TRAINERS	05-00-3-431
Total 102182:			123.00			
102183	JWC ENVIRONMENTAL	SOUTH PLANT GRINDER REPLACEM	25,962.00	WATER & SEWER UTILITY FUND	WASTEWATER TREATMENT PLANT M	60-54-7-779
Total 102183:			25,962.00			
102184	KAM TOOL & MOLD	STRAIGHTEN UMBRELLA ARMS	125.00	AQUATIC CENTER FUND	SERVICE TO MAINTAIN EQUIPMENT	04-00-5-552

Check #	Payee	Description	Amount	Fund	GL Account Title	GL Account
Total 102184:			125.00			
102185	KATE LYNN LISK	EDITED PHOTOS FOR WEBSITE	175.00	GENERAL FUND	CITY WEBSITE	01-01-5-556
Total 102185:			175.00			
102186	KERA RADKE K-SQUARED DJ	DJ SERVICES - TRIATHALON	100.00	GENERAL FUND	PROFESSIONAL SERVICES	01-09-5-502
Total 102186:			100.00			
102187	LANDS' END BUSINESS OUTFITTERS	UNIFORMS	8.95	AQUATIC CENTER FUND	UNIFORMS	04-00-4-453
Total 102187:			8.95			
102188	LESLIE BEHRNS	RECREATION INSTRUCTOR	375.00	GENERAL FUND	TRAVEL & TRAINING	01-09-4-452
102188	LESLIE BEHRNS	INSTRUCTION	287.50	RECREATION CENTER FUND	PROFESSIONAL SERVICES	05-00-5-504
102188	LESLIE BEHRNS	SWIM SESSION #2	800.00	AQUATIC CENTER FUND	SWIMMING INSTRUCTIONS	04-00-3-332
Total 102188:			1,462.50			
102189	LIFEGUARD STORE, INC.	POWER FINS	121.00	AQUATIC CENTER FUND	PROGRAM SUPPLIES	04-00-6-612
Total 102189:			121.00			
102190	MAGGIE BINZ	REFUND PAVILION	35.00	PARKS FUND	FACILITY RENTAL	06-00-2-360
Total 102190:			35.00			
102191	MAIN STREET POURHOUSE	SUMMER IN PARK TICKETS	29.00	GENERAL FUND	CITY COMMUNITY EVENT	01-11-6-621
Total 102191:			29.00			
102192	MARIA CAMPBELL	RECREATION INSTRUCTION	260.00	RECREATION CENTER FUND	INSTRUCTORS/PERSONAL TRAINERS	05-00-3-431
Total 102192:			260.00			
102193	MARY LYNN LISK	REC CENTER STAFF MEETING LUNC	79.00	RECREATION CENTER FUND	PROGRAM SUPPLIES	05-00-6-612

Check #	Payee	Description	Amount	Fund	GL Account Title	GL Account
Total 102193:			79.00			
102194	MATT ZINNEN	SET UP CHALLENGER&DISTRIBUTE F	80.00	GENERAL FUND	RECREATION AIDES (P-T)	01-09-3-440
Total 102194:			80.00			
102195	MCHENRY ANALYTICAL WATER LABO	ANALYSIS STATUS REPORT	425.00	WATER & SEWER UTILITY FUND	LABORATORY TESTING SERVICES	60-50-5-509
102195	MCHENRY ANALYTICAL WATER LABO	SAMPLE TESTING	30.00	WATER & SEWER UTILITY FUND	LABORATORY TESTING SERVICES	60-50-5-509
102195	MCHENRY ANALYTICAL WATER LABO	SAMPLE TESTING	270.00	WATER & SEWER UTILITY FUND	LABORATORY TESTING SERVICES	60-50-5-509
Total 102195:			725.00			
102196	MCHENRY COUNTY FIBER PROJECT	FIBER CONSTRUCTION COSTS	1,580.91	GENERAL FUND	DISTRICT 200 FIBER	01-00-0-122
102196	MCHENRY COUNTY FIBER PROJECT	FIBER CONSTRUCTION COSTS	3,952.27	GENERAL FUND-CIP	FIBER NETWORK	82-01-7-712
Total 102196:			5,533.18			
102197	MENARDS	WORK GLOVES	63.58	WATER & SEWER UTILITY FUND	SUPPLIES	60-51-6-606
102197	MENARDS	BLEACH	19.90	WATER & SEWER UTILITY FUND	SUPPLIES	60-50-6-606
102197	MENARDS	PAINT	35.56	GENERAL FUND	SUPPLIES	01-05-6-606
102197	MENARDS	SQUEEGEE	14.47	GENERAL FUND	MATERIALS TO MAIN. PAVEMENTS	01-06-6-627
102197	MENARDS	NON-CONTACT TESTER	9.99	GENERAL FUND	SUPPLIES	01-05-6-606
102197	MENARDS	MARKING WAND	19.97	GENERAL FUND	MATERIALS TO MAIN. PAVEMENTS	01-06-6-627
102197	MENARDS	ADHESIVE	18.00	GENERAL FUND	MATERIALS TO MAIN. PAVEMENTS	01-06-6-627
102197	MENARDS	HAND SANDING PAD	3.94	GENERAL FUND	TOOLS	01-07-6-605
102197	MENARDS	FIELD WATER HOSE SUPPLIES	4.99	PARKS FUND	MATERIAL TO MAINTAIN GROUNDS	06-00-6-623
102197	MENARDS	MATERIALS & SUPPLIES	217.05	WATER & SEWER UTILITY FUND	SUPPLIES	60-51-6-606
102197	MENARDS	MATERIALS & SUPPLIES	239.99	WATER & SEWER UTILITY FUND	MATERIAL TO MAINTAIN EQUIP.	60-51-6-621
102197	MENARDS	100' OUDOOR CARPET GAVERS BAR	527.60	GENERAL FUND	GAVERS BARN DANCE	01-11-6-618
102197	MENARDS	CEDAR MULCH	89.70	WATER & SEWER UTILITY FUND	MATERIAL TO MAINTAIN LAND	60-51-6-623
102197	MENARDS	CEDAR MULCH	14.95	WATER & SEWER UTILITY FUND	MATERIAL TO MAINTAIN LAND	60-51-6-623
Total 102197:			1,279.69			
102198	NALCO CROSSBOW WATER	filter, carbon cart, di expres	201.16	WATER & SEWER UTILITY FUND	LAB CHEMICALS	60-51-6-615
Total 102198:			201.16			
102199	NICK FENTON	SOFTBALL OFFICIAL	72.00	GENERAL FUND	ATHLETIC OFFICIALS	01-09-5-513

Check #	Payee	Description	Amount	Fund	GL Account Title	GL Account
Total 102199:			72.00			
102200	NICOR	UTILITY - GAS	443.73	RECREATION CENTER FUND	FUEL - HEATING	05-00-6-603
102200	NICOR	UTILITY - GAS	.43	WATER & SEWER UTILITY FUND	FUEL-HEATING	60-50-6-603
102200	NICOR	UTILITY - GAS	87.22	AQUATIC CENTER FUND	FUEL - HEATING	04-00-6-603
102200	NICOR	UTILITY - GAS	5,318.27	AQUATIC CENTER FUND	FUEL - HEATING	04-00-6-603
102200	NICOR	UTILITY - GAS	80.71	WATER & SEWER UTILITY FUND	FUEL-HEATING	60-51-6-603
102200	NICOR	UTILITY - GAS	1,121.02	WATER & SEWER UTILITY FUND	FUEL-HEATING	60-50-6-603
102200	NICOR	UTILITY - GAS	2.12	WATER & SEWER UTILITY FUND	FUEL-HEATING	60-51-6-603
Total 102200:			7,053.50			
102201	OFFSIDES SPORTS BAR	SUMMER IN PARK TICKETS	149.00	GENERAL FUND	CITY COMMUNITY EVENT	01-11-6-621
Total 102201:			149.00			
102202	OPP. FRANCHISING, INC. DBA JANI-KI	JULY REC CLEANING	1,507.00	RECREATION CENTER FUND	SERVICE TO MAINTAIN BUILDING	05-00-5-550
Total 102202:			1,507.00			
102203	PAUL CHRISTENSEN	GIFT FOR TRAINERS OF SOFTWARE	35.36	GENERAL FUND-CIP	FINANCE - ACCOUNTING PROGRAM	82-01-7-701
Total 102203:			35.36			
102204	POLICE PENSION FUND WELLS FARG	PROPERTY TAX	4,023.29	POLICE PROTECTION FUND	TRANS. (TO) POLICE PENSION	03-00-9-888
Total 102204:			4,023.29			
102205	POOLBLU	ACID MAGIC SAFER	202.05	RECREATION CENTER FUND	POOL CHEMICALS	05-00-6-607
102205	POOLBLU	BROMINATING TABLETS	854.28	RECREATION CENTER FUND	POOL CHEMICALS	05-00-6-607
102205	POOLBLU	REPAIR BROKEN PIPE	188.14	RECREATION CENTER FUND	SERVICE TO MAINTAIN POOL	05-00-5-558
Total 102205:			1,244.47			
102206	PORT-A-JOHN STATELINE SERVICE C	HEAT WAVE GIRLS SOFTBALL-EXTRA	580.00	GENERAL FUND	OTHER COMMUNITY EVENTS	01-11-6-615
102206	PORT-A-JOHN STATELINE SERVICE C	SUMMER IN THE PARK	217.00	GENERAL FUND	CITY COMMUNITY EVENT	01-11-6-621
102206	PORT-A-JOHN STATELINE SERVICE C	WOODSTOCK FOLK FEST	100.00	GENERAL FUND	OTHER COMMUNITY EVENTS	01-11-6-615

Check #	Payee	Description	Amount	Fund	GL Account Title	GL Account
Total 102206:			897.00			
102207	R3 ENVIRONMENTAL MANAGEMENT	DISPOSAL SERVICES	2,233.50	WATER & SEWER UTILITY FUND	REFUSE	60-50-5-560
Total 102207:			2,233.50			
102208	REICHERT CHEVROLET & OLDS	REMANUFACTURED PARTS	117.98	PARKS FUND	MATERIAL TO MAINTAIN VEHICLES	06-00-6-622
Total 102208:			117.98			
102209	RENEE TORREZ	GIFT CARD PGPG STAFF	20.00	GENERAL FUND	PROGRAM SUPPLIES	01-09-6-612
Total 102209:			20.00			
102210	ROSATI'S OF WOODSTOCK	SUMMER IN PARK TICKETS	18.00	GENERAL FUND	PROGRAM SUPPLIES	01-09-6-612
Total 102210:			18.00			
102211	ROSCOE STELFORD	SUMMER IN THE PARK REIMBURSEM	992.32	GENERAL FUND	CITY COMMUNITY EVENT	01-11-6-621
Total 102211:			992.32			
102212	ROTARY CLUB OF WOODSTOCK	ROTARY DUES, LUNCHES	239.00	GENERAL FUND	PROFESSIONAL SERVICES	01-09-5-502
Total 102212:			239.00			
102213	RUSH TRUCK CENTER - HUNTLEY IN	PARTS	165.96	GENERAL FUND	MATERIALS TO MAIN. VEHICLES	01-06-6-622
102213	RUSH TRUCK CENTER - HUNTLEY IN	HOSE	113.84	GENERAL FUND	MATERIALS TO MAIN. VEHICLES	01-06-6-622
102213	RUSH TRUCK CENTER - HUNTLEY IN	AC PARTS	10.66	GENERAL FUND	MATERIALS TO MAIN. VEHICLES	01-06-6-622
102213	RUSH TRUCK CENTER - HUNTLEY IN	AC PARTS	39.84	GENERAL FUND	MATERIALS TO MAIN. VEHICLES	01-06-6-622
Total 102213:			330.30			
102214	RYAN MAUCK	REFUND PAVILION	20.00	PARKS FUND	FACILITY RENTAL	06-00-2-360
Total 102214:			20.00			
102215	RYAN ZINNEN	SET UP CHALLENGER&SITE SUPERVI	90.00	GENERAL FUND	RECREATION AIDES (P-T)	01-09-3-440

Check #	Payee	Description	Amount	Fund	GL Account Title	GL Account
Total 102215:			90.00			
102216	SANTA BARBARA CONTROL SYSTEM	PROBES/SENSORS	1,425.00	AQUATIC CENTER FUND	REC POOL BOILER REPLACEMENT	04-00-7-721
Total 102216:			1,425.00			
102217	SCHMIDT PRINTING	MEMBERSHIP AGREEMENTS	311.00	RECREATION CENTER FUND	PRINTING SERVICES	05-00-5-537
Total 102217:			311.00			
102218	SCOOPS	SUMMER IN PARK TICKETS	110.00	GENERAL FUND	CITY COMMUNITY EVENT	01-11-6-621
Total 102218:			110.00			
102219	SIUE ENVIRON RESOURCES TRAIN C	TRAINING ADAM SHEAHAN-WASTEW	525.00	WATER & SEWER UTILITY FUND	TRAVEL AND TRAINING	60-53-4-452
Total 102219:			525.00			
102220	SKILLS FIRST SOCCER	SUPER STRIKERS	950.00	GENERAL FUND	INSTRUCTOR CONTRACTS	01-09-5-512
Total 102220:			950.00			
102221	STANDARD EQUIPMENT COMPANY	REPAIRS	963.37	ENVIRONMENTAL MANAGEMENT FU	MATERIAL TO MAINT. EQUIPMENT	90-00-6-621
102221	STANDARD EQUIPMENT COMPANY	REPAIRS	990.31	ENVIRONMENTAL MANAGEMENT FU	SERVICE TO MAINT. EQUIPMENT	90-00-5-552
Total 102221:			1,953.68			
102222	STAN'S OFFICE TECHNOLOGIES, IN	REFURBISHED RICHOH COPIER	599.00	PERFORMING ARTS	EQUIPMENT	07-11-7-720
Total 102222:			599.00			
102223	STEVE MAJOR	OFFICIATING SOFTBALL	144.00	GENERAL FUND	ATHLETIC OFFICIALS	01-09-5-513
Total 102223:			144.00			
102224	SUBURBAN LABORATORIES	OUTSIDE TESTING	602.00	WATER & SEWER UTILITY FUND	LABORATORY TESTING SERVICES	60-51-5-509
102224	SUBURBAN LABORATORIES	OUTSIDE TESTING	582.00	WATER & SEWER UTILITY FUND	LABORATORY TESTING SERVICES	60-51-5-509

Check #	Payee	Description	Amount	Fund	GL Account Title	GL Account
Total 102224:			1,184.00			
102225	SUPPLY WORKS	DISPOSIBLE GLOVES	87.90	PARKS FUND	MATERIAL TO MAINTAIN GROUNDS	06-00-6-623
Total 102225:			87.90			
102226	TELCOM INNOVATIONS GROUP LLC	SOFTWARE MAINTENANCE	2,356.00	GENERAL FUND	SERVICE TO MAINTAIN EQUIPMENT	01-01-5-552
Total 102226:			2,356.00			
102227	THE FLOLO CORPORATION	15HP MARATHON AC MOTOR	3,391.10	AQUATIC CENTER FUND	REC POOL BOILER REPLACEMENT	04-00-7-721
Total 102227:			3,391.10			
102228	THOMPSON'S APPLIANCE REPAIR SE	REPAIR FRONT LOAD WASHER	150.00	RECREATION CENTER FUND	SERVICE TO MAINTAIN EQUIPMENT	05-00-5-552
102228	THOMPSON'S APPLIANCE REPAIR SE	REPAIR FRONT LOAD WASHER	147.39	RECREATION CENTER FUND	MATERIAL TO MAINTAIN EQUIPMENT	05-00-6-621
102228	THOMPSON'S APPLIANCE REPAIR SE	DOOR LOCK REPAIR	88.50	RECREATION CENTER FUND	MATERIAL TO MAINTAIN EQUIPMENT	05-00-6-621
102228	THOMPSON'S APPLIANCE REPAIR SE	DOOR LOCK REPAIR	40.00	RECREATION CENTER FUND	SERVICE TO MAINTAIN EQUIPMENT	05-00-5-552
Total 102228:			425.89			
102229	USA BLUEBOOK	LAB SUPPLIES & CHEMICALS	407.27	WATER & SEWER UTILITY FUND	LAB CHEMICALS	60-51-6-615
Total 102229:			407.27			
102230	USALCO	LIQUID ALUMINUM SULFATE	5,576.13	WATER & SEWER UTILITY FUND	CHEMICALS	60-51-6-607
Total 102230:			5,576.13			
102231	VERIZON WIRELESS	WIRELESS	237.42	GENERAL FUND	COMMUNICATIONS	01-01-5-501
102231	VERIZON WIRELESS	WIRELESS	71.28	GENERAL FUND	COMMUNICATIONS	01-03-5-501
102231	VERIZON WIRELESS	WIRELESS	269.68	POLICE PROTECTION FUND	COMMUNICATIONS	03-00-5-501
102231	VERIZON WIRELESS	WIRELESS	148.32	GENERAL FUND	COMMUNICATIONS	01-05-5-501
102231	VERIZON WIRELESS	WIRELESS	107.71	GENERAL FUND	COMMUNICATIONS	01-08-5-501
102231	VERIZON WIRELESS	WIRELESS	34.91	GENERAL FUND	COMMUNICATIONS	01-08-5-501
102231	VERIZON WIRELESS	WIRELESS	165.99	GENERAL FUND	COMMUNICATIONS	01-08-5-501
102231	VERIZON WIRELESS	WIRELESS	200.38	GENERAL FUND	COMMUNICATIONS	01-08-5-501
102231	VERIZON WIRELESS	WIRELESS	144.02	GENERAL FUND	COMMUNICATIONS	01-09-5-501
102231	VERIZON WIRELESS	WIRELESS	138.93	WATER & SEWER UTILITY FUND	COMMUNICATIONS	60-52-5-501

Check #	Payee	Description	Amount	Fund	GL Account Title	GL Account
102231	VERIZON WIRELESS	WIRELESS	117.73	WATER & SEWER UTILITY FUND	COMMUNICATIONS	60-50-5-501
102231	VERIZON WIRELESS	WIRELESS	124.55	WATER & SEWER UTILITY FUND	COMMUNICATIONS	60-51-5-501
102231	VERIZON WIRELESS	WIRELESS	.00	WATER & SEWER UTILITY FUND	COMMUNICATIONS	60-51-5-501
Total 102231:			1,760.92			
102232	VIKING CHEMICAL COMPANY	CHEMICALS	1,515.00	WATER & SEWER UTILITY FUND	CHEMICALS	60-50-6-607
102232	VIKING CHEMICAL COMPANY	SODIUM HYPOCHLORITE	988.00	AQUATIC CENTER FUND	CHEMICALS	04-00-6-607
102232	VIKING CHEMICAL COMPANY	SODIUM HYPOCHLORITE	824.80	AQUATIC CENTER FUND	CHEMICALS	04-00-6-607
102232	VIKING CHEMICAL COMPANY	CHEMICALS	725.80	AQUATIC CENTER FUND	CHEMICALS	04-00-6-607
102232	VIKING CHEMICAL COMPANY	SODIUM HYPOCHLORITE	907.42	AQUATIC CENTER FUND	CHEMICALS	04-00-6-607
102232	VIKING CHEMICAL COMPANY	CHEMICALS	2,560.00	WATER & SEWER UTILITY FUND	CHEMICALS	60-50-6-607
102232	VIKING CHEMICAL COMPANY	DEPOSIT RETURN	1,535.00-	WATER & SEWER UTILITY FUND	CHEMICALS	60-50-6-607
102232	VIKING CHEMICAL COMPANY	SODIUM THIOSULFATE, LIQUID	1,185.75	WATER & SEWER UTILITY FUND	CHEMICALS	60-51-6-607
102232	VIKING CHEMICAL COMPANY	SODIUM HYPOCHLORITE	575.55	AQUATIC CENTER FUND	CHEMICALS	04-00-6-607
102232	VIKING CHEMICAL COMPANY	SODIUM HYPOCHLORITE	643.52	AQUATIC CENTER FUND	CHEMICALS	04-00-6-607
Total 102232:			8,390.84			
102233	WAL-MART COMMUNITY	SUPPLIES	38.86	GENERAL FUND	OFFICE SUPPLIES	01-09-6-606
102233	WAL-MART COMMUNITY	PLAYGROUND/CHALLENGE	70.19	RECREATION CENTER FUND	SAFETY EQUIPMENT	05-00-6-610
102233	WAL-MART COMMUNITY	REC CENTER SUPPLIES	56.52	RECREATION CENTER FUND	PROGRAM SUPPLIES	05-00-6-612
102233	WAL-MART COMMUNITY	PROGRAM SUPPLIES	506.09	GENERAL FUND	PROGRAM SUPPLIES	01-09-6-612
Total 102233:			671.66			
102234	WATER SOLUTIONS UNLIMITED	DRY BLENDED PHOSPHATE	5,220.00	WATER & SEWER UTILITY FUND	CHEMICALS	60-50-6-607
Total 102234:			5,220.00			
102235	WATERLOO TENT & TARP COMPANY,	FESTIVE TOP FOR SLIDE CANOPY	1,561.12	AQUATIC CENTER FUND	FURNITURE, FIXTURE & EQUIPMENT	04-00-7-723
Total 102235:			1,561.12			
102236	WEST SIDE TRACTOR SALES	LOADER PARTS	1,177.21	GENERAL FUND	MATERIALS TO MAIN. EQUIPMENT	01-06-6-621
Total 102236:			1,177.21			
102237	WESTECH	FIELD SERVICE INSPECTOR	360.00	WATER & SEWER UTILITY FUND	SERVICE TO MAINTAIN EQUIPMENT	60-50-5-552

Check #	Payee	Description	Amount	Fund	GL Account Title	GL Account
Total 102237:			360.00			
102238	WILL ENTERPRISES	TEE SHIRTS	1,786.60	GENERAL FUND	PROGRAM SUPPLIES	01-09-6-612
Total 102238:			1,786.60			
102239	WISTED'S SUPERMARKET	SUMMER IN PARK TICKETS	56.00	PERFORMING ARTS	MATERIAL TO MAINT. EQUIPMENT	07-11-6-621
Total 102239:			56.00			
102240	WOODSTOCK CHILDRENS SUMMER	LION KING JR CLOSEOUT	15,628.67	ESCROW FUND	OPERA HOUSE TICKETS	72-00-0-215
Total 102240:			15,628.67			
102241	WOODSTOCK LUMBER COMPANY	LUMBER	94.64	GENERAL FUND	MATERIALS TO MAIN. PAVEMENTS	01-06-6-627
102241	WOODSTOCK LUMBER COMPANY	LUMBER	45.90	GENERAL FUND	SUPPLIES	01-07-6-606
102241	WOODSTOCK LUMBER COMPANY	KEYS	26.98	RECREATION CENTER FUND	MATERIAL TO MAINTAIN BUILDING	05-00-6-620
Total 102241:			167.52			
102242	WOODSTOCK ORNAMENTAL WERKS	DEPOSIT 2 CUSTOM FLOWER URNS	1,881.00	TAX INCREMENT FINANCING FUND	PEDESTRIAN AMENITIES	41-00-7-726
Total 102242:			1,881.00			
102243	WOODSTOCK POWER EQUIPMENT, I	SUPPLIES	72.42	WATER & SEWER UTILITY FUND	SUPPLIES	60-50-6-606
102243	WOODSTOCK POWER EQUIPMENT, I	MOWER PARTS	101.90	WATER & SEWER UTILITY FUND	MATERIAL TO MAINTAIN EQUIP.	60-51-6-621
102243	WOODSTOCK POWER EQUIPMENT, I	PARTS	73.03	PARKS FUND	MATERIAL TO MAINTAIN EQUIPMENT	06-00-6-621
102243	WOODSTOCK POWER EQUIPMENT, I	BLADE	52.80	WATER & SEWER UTILITY FUND	MATERIAL TO MAINTAIN EQUIP.	60-51-6-621
102243	WOODSTOCK POWER EQUIPMENT, I	KUBOTH MOWER PARTS	344.19	PARKS FUND	MATERIAL TO MAINTAIN EQUIPMENT	06-00-6-621
102243	WOODSTOCK POWER EQUIPMENT, I	PARTS	21.49	PARKS FUND	MATERIAL TO MAINTAIN EQUIPMENT	06-00-6-621
102243	WOODSTOCK POWER EQUIPMENT, I	PARTS	21.49	GENERAL FUND	MATERIALS TO MAIN. EQUIPMENT	01-06-6-621
Total 102243:			687.32			
102244	YOFRESH YOGURT CAFE	ICE CREAM SUMMER IN PARK	1,474.00	GENERAL FUND	CITY COMMUNITY EVENT	01-11-6-621
Total 102244:			1,474.00			
102245	ZEE MEDICAL SERVICES	PW FIRST AID KIT	119.20	GENERAL FUND	SERVICE TO MAINTAIN BUILDINGS	01-07-5-550

Check #	Payee	Description	Amount	Fund	GL Account Title	GL Account
102245	ZEE MEDICAL SERVICES	GLOVES	13.93	WATER & SEWER UTILITY FUND	SUPPLIES	60-51-6-606
102245	ZEE MEDICAL SERVICES	GLOVES	139.30	GENERAL FUND	UNIFORMS	01-07-4-453
Total 102245:			272.43			
102246	ZUKOWSKI ROGERS FLOOD MCARDL	LEGAL ADVICE	412.50	GENERAL FUND	LEGAL SERVICES	01-04-5-502
102246	ZUKOWSKI ROGERS FLOOD MCARDL	ADJ HERARINGS-	1,113.75	ADMIN ADJUDICATION FUND	LEGAL SERVICES	14-00-5-502
102246	ZUKOWSKI ROGERS FLOOD MCARDL	HOTEL/MOTEL TAX	866.25	GENERAL FUND	LEGAL EXPENSES	01-03-5-502
102246	ZUKOWSKI ROGERS FLOOD MCARDL	GENERAL LEGAL	15,000.00	GENERAL FUND	LEGAL SERVICES	01-01-5-502
102246	ZUKOWSKI ROGERS FLOOD MCARDL	LIQUOR CONTROL MATTERS	288.75	GENERAL FUND	LEGAL SERVICES	01-01-5-502
102246	ZUKOWSKI ROGERS FLOOD MCARDL	GENERAL LEGAL	8,995.00	GENERAL FUND	LEGAL SERVICES	01-01-5-502
102246	ZUKOWSKI ROGERS FLOOD MCARDL	ADJ HERARINGS-	1,072.50	ADMIN ADJUDICATION FUND	LEGAL SERVICES	14-00-5-502
Total 102246:			27,748.75			
Grand Totals:			526,107.15			

City of Woodstock
Warrant No. 3674

All items tabulated above and before are proper expenses due from the City of Woodstock for services performed or materials furnished to the City of Woodstock.

Treasurer

City Manager

The Finance Director is hereby authorized to issue order on the City Treasurer covering the above listed obligations approved by the City Council this 4TH day of August, 2015.

City Clerk

Mayor

Name	Department	Total Gross
BALLARD, KIELAND M	AQUATIC CENTER	272.84
BEHRENS, ALLISON	AQUATIC CENTER	397.11
BOMKAMP, ZACHARY	AQUATIC CENTER	508.08
BRAINARD, HOPE	AQUATIC CENTER	602.07
BRASILE, BROOKE	AQUATIC CENTER	593.53
BREWER, ALYSSA M	AQUATIC CENTER	302.45
BROWN, SHANNON	AQUATIC CENTER	360.27
CANTO, MELISSA	AQUATIC CENTER	1,174.72
CARLSON, LARIN	AQUATIC CENTER	962.78
COALSON, MARSHALL D	AQUATIC CENTER	133.25
CRAIN, JENIFER L	AQUATIC CENTER	205.16
DECHANT, LEAH E	AQUATIC CENTER	545.67
DEHN FRANKLIN, NOAH M	AQUATIC CENTER	494.91
DETWILER, BENJAMIN D	AQUATIC CENTER	249.57
DEVINGER, TESS E	AQUATIC CENTER	260.15
DEWANE, ALLISON	AQUATIC CENTER	324.87
DONAHOE, AIDAN	AQUATIC CENTER	224.18
ELLIOTT, JON	AQUATIC CENTER	312.48
FERGUSON, KATHRYN A	AQUATIC CENTER	439.92
FIORITO, HANNAH	AQUATIC CENTER	283.96
FISCHBACH, AMY L	AQUATIC CENTER	150.17
GANTNER, HENRY	AQUATIC CENTER	567.00
GESSERT, KATHRYN	AQUATIC CENTER	523.41
GONZALES, INO	AQUATIC CENTER	603.50
GRISOLIA, CAMERON	AQUATIC CENTER	454.76
HANSEN, MEGAN A	AQUATIC CENTER	113.44
HARRIS, MEGAN	AQUATIC CENTER	475.23
HAULOTTE, BRANDON M	AQUATIC CENTER	564.71
HOFMANN, MORGAN	AQUATIC CENTER	223.51
JACOBS, HANNAH	AQUATIC CENTER	547.58
JENSEN, MATTHEW	AQUATIC CENTER	86.80
JONES, AARON	AQUATIC CENTER	336.35
KAMPS, ANN	AQUATIC CENTER	394.41
KEEFE, HAILEY	AQUATIC CENTER	619.92
KOHLEY, MITCHELL	AQUATIC CENTER	84.63
KRUEGER, PHILLIP	AQUATIC CENTER	226.22
KRUSE, ELIZABETH M	AQUATIC CENTER	351.09
LEGGE, MEGAN M	AQUATIC CENTER	46.53
LOHMEYER, SARAH	AQUATIC CENTER	655.94
MALEK, ISABELLA	AQUATIC CENTER	195.30
MCGUIRE, GIANNA M	AQUATIC CENTER	217.85
NOMM, TREVOR	AQUATIC CENTER	350.30
ORTMANN, REBECCA	AQUATIC CENTER	341.32
PAUTRAT, MARICELA	AQUATIC CENTER	263.98
REDEMSKE, RYAN	AQUATIC CENTER	397.11
RIAK, ALDEN	AQUATIC CENTER	416.33
RICHTER, COLE	AQUATIC CENTER	290.36
SARICH, ERIN	AQUATIC CENTER	260.78
SCHAFFTER, MEGAN	AQUATIC CENTER	273.75
SCHEIBE, KACPER K	AQUATIC CENTER	205.16
SEIBEL, DANIEL	AQUATIC CENTER	525.60
SITKIE, HEATHER	AQUATIC CENTER	602.25
THILL, EMMA	AQUATIC CENTER	460.04

Name	Department	Total Gross
TRUMAN, GWYNETH F	AQUATIC CENTER	198.81
WATSON, JAMIE J	AQUATIC CENTER	359.55
WERNER, JEFFREY	AQUATIC CENTER	666.19
WURTZ, MEGAN	AQUATIC CENTER	362.95
WURTZ, REILLY A	AQUATIC CENTER	363.00
ZAINO, ALYSSA	AQUATIC CENTER	456.07
AMRAEN, MONICA	CITY MANAGER	1,620.00
MCELMEEL, DANIEL	CITY MANAGER	2,824.23
SMILEY, CINDY	CITY MANAGER	2,414.88
STELFORD III, ROSCOE	CITY MANAGER	5,961.56
WEBER, AMY Y	CITY MANAGER	100.00
WILLCOCKSON, TERESA	CITY MANAGER	2,382.40
BAYER, PATRICIA	FINANCE	961.60
CHRISTENSEN, PAUL N	FINANCE	4,321.57
LIEB, RUTH ANN	FINANCE	2,388.99
STEIGER, ALLISON	FINANCE	588.00
STRACZEK, WILLIAM	FINANCE	2,576.92
WOODRUFF, CARY	FINANCE	1,833.60
DYER, JASON L	FLEET MAINTENANCE	1,744.00
GROH, PHILLIP	FLEET MAINTENANCE	2,161.97
LAMZ, ROBERT	FLEET MAINTENANCE	2,124.00
MAY, JILL E	HUMAN RESOURCES	1,727.20
SCHOBER, DEBORAH	HUMAN RESOURCES	4,512.72
BERGESON, PATRICIA	LIBRARY	255.20
BRADLEY, KATHERINE	LIBRARY	780.96
CAMPBELL, SARAH JANE	LIBRARY	269.44
DAWDY, KIRK	LIBRARY	2,107.18
DREYER, TRUDIE	LIBRARY	873.24
FEE, JULIE	LIBRARY	2,516.88
HANSEN, MARTHA	LIBRARY	1,735.75
ICKES, RICHARD	LIBRARY	257.40
IHSSEN, CLARISSA	LIBRARY	103.56
KAMINSKI, SARAH	LIBRARY	846.41
KNOLL, LINDA	LIBRARY	830.35
MILLER, LISA	LIBRARY	677.10
MOORHOUSE, PAMELA	LIBRARY	2,764.08
MORO, PAMELA	LIBRARY	554.10
O'LEARY, CAROLYN	LIBRARY	1,871.20
PALMER, STEPHANIE	LIBRARY	1,312.80
PALMQUIST, PEGGY	LIBRARY	210.80
REWOLDT, BAILEY S	LIBRARY	581.02
RYAN, ELIZABETH	LIBRARY	1,817.92
RYAN, MARY M	LIBRARY	1,783.06
SMILEY, BRIAN	LIBRARY	354.32
SUGDEN, MARY	LIBRARY	1,200.47
TOTTON SCHWARZ, LORA	LIBRARY	2,507.61
TRIPP, KATHRYN	LIBRARY	1,437.60
WEBER, NICHOLAS P	LIBRARY	3,861.90
ZAMORANO, CARRIE	LIBRARY	1,826.75
BEAUDINE, BRUCE	OPERA HOUSE	284.40
BETH, RAYMOND	OPERA HOUSE	219.23
BOURGEOIS-KUIPER, SAHARA	OPERA HOUSE	350.35
BROUILLETTE, RICHARD	OPERA HOUSE	203.52

Name	Department	Total Gross
CAMPBELL, DANIEL	OPERA HOUSE	2,386.54
CANTY, NANCY NOVY	OPERA HOUSE	181.97
GERVAIS, MARIANNE	OPERA HOUSE	206.55
GRANZETTO, GERALDINE	OPERA HOUSE	1,151.50
GREENLEAF, MARK	OPERA HOUSE	3,168.87
LETOURNEAU, THOMAS	OPERA HOUSE	315.60
LYON, LETITIA	OPERA HOUSE	80.78
MCCORMACK, JOSEPH	OPERA HOUSE	2,399.20
MYERS, MARVIN	OPERA HOUSE	200.20
PANNIER, LORI ANN	OPERA HOUSE	334.76
SAMUEL T REUTER	OPERA HOUSE	234.47
SCHARRES, JOHN	OPERA HOUSE	4,320.38
STEINKAMP, LORRAINE	OPERA HOUSE	1,291.93
STELFORD, SAMANTHA	OPERA HOUSE	292.41
WELLS, GAIL	OPERA HOUSE	265.63
WHITE, CYNTHIA	OPERA HOUSE	349.99
WIEGEL, DANIEL M	OPERA HOUSE	1,406.97
BIRDSELL, CHRISTOPHER	PARKS	1,998.40
CHAUNCEY, JUDD T	PARKS	1,593.22
EDDY, BRANDON	PARKS	2,071.87
JOHNSON, ISAIAH	PARKS	452.62
KRUSE, JOHN W	PARKS	676.80
LESTER, TAD	PARKS	1,947.20
MASS, STANLEY PHILIP	PARKS	2,054.40
MECKLENBURG, JOHN	PARKS	3,124.20
MYERS, ZACHARY R	PARKS	448.38
NELSON, ERNEST	PARKS	3,319.99
O'LEARY, PATRICK	PARKS	2,600.07
OLESEN, KYLE	PARKS	516.06
SCHACHT, TREVOR	PARKS	1,785.04
SPRING, TIMOTHY	PARKS	1,839.92
STOLL, MARK T	PARKS	1,525.11
BAKER, NANCY	PLANNING & ZONING	3,201.66
BERTRAM, JOHN	PLANNING & ZONING	2,944.00
KASTNER, JAMES	PLANNING & ZONING	3,887.28
LIMBAUGH, DONNA	PLANNING & ZONING	2,365.60
NAPOLITANO, JOSEPH	PLANNING & ZONING	3,076.92
STREIT JR., DANIEL	PLANNING & ZONING	2,697.60
WALKINGTON, ROB	PLANNING & ZONING	2,955.20
AMATI, CHARLES	POLICE	3,841.60
BERNSTEIN, JASON	POLICE	3,311.19
BRANUM, ROBBY	POLICE	3,476.77
CARRENO, MARIA YESENIA	POLICE	1,481.34
CIPOLLA, CONSTANTINO	POLICE	3,831.21
DAVIS, GLEN A	POLICE	1,018.64
DEMPSEY, DAVID	POLICE	3,311.19
DIFRANCESCA, JAN	POLICE	2,396.77
DOLAN, RICHARD	POLICE	3,311.19
EICHINGER, PATRICIA	POLICE	3,059.31
EISELSTEIN, FRED	POLICE	3,393.96
FINK, CORY	POLICE	3,559.53
FOURDYCE, JOSHUA	POLICE	3,786.40
FREUND, SHARON L	POLICE	2,553.66

Name	Department	Total Gross
GALLAGHER, KATHLEEN	POLICE	2,576.26
GUSTIS, MICHAEL	POLICE	3,311.20
HAVENS, GRANT	POLICE	1,663.58
HENRY, DANIEL	POLICE	3,311.19
HESS, GLENN	POLICE	1,444.00
HESS, PAMELA	POLICE	2,396.76
KARNATH, MICHAEL	POLICE	2,343.47
KAROLEWICZ, ROBIN	POLICE	3,542.36
KOPULOS, GEORGE	POLICE	3,476.77
LANZ II, ARTHUR	POLICE	4,065.60
LATHAM, DANIEL	POLICE	4,430.19
LEE, KEITH	POLICE	715.60
LIEB, JOHN	POLICE	4,275.02
LINTNER, WILLIAM	POLICE	3,932.04
LOWEN Jr., ROBERT	POLICE	5,183.44
MARSHALL, SHANE	POLICE	3,607.15
MCKENDRY, AMY	POLICE	2,576.26
MORTIMER, JEREMY	POLICE	5,189.26
MUEHLFELT, BRETT	POLICE	3,311.19
NAATZ, CHRISTOPHER	POLICE	2,213.27
NIEDZWIECKI, MICHAEL	POLICE	2,954.12
PARSONS, JEFFREY	POLICE	4,450.44
PAULEY, DANIEL	POLICE	3,311.19
PETERSON, CHAD	POLICE	3,349.13
PRENTICE, MATTHEW	POLICE	1,978.11
PRITCHARD, ROBERT	POLICE	4,307.03
RANDALL, ROBERT	POLICE	734.40
RAPACZ, JOSHUA	POLICE	4,490.80
REED, TAMARA	POLICE	2,048.00
REITZ, JR., ANDREW	POLICE	3,559.53
SCHMIDTKE, ERIC	POLICE	3,311.19
SCHRAW, ADAM	POLICE	3,559.53
SHARP, DAVID	POLICE	2,213.27
SHEPHERD, NANCY	POLICE	560.00
SOTO, TAMI	POLICE	1,799.39
TIETZ, KEVIN	POLICE	2,537.77
VALLE, SANDRA	POLICE	3,311.19
VORDERER, CHARLES	POLICE	4,232.12
WALKER, NATALIE	POLICE	2,206.70
WESOLEK, DANIEL	POLICE	3,886.40
HOWIE, JANE	PUBLIC WORKS ADMIN	2,185.88
ISBELL, JOHN W	PUBLIC WORKS ADMIN	1,120.00
VAN LANDUYT, JEFFREY J.	PUBLIC WORKS ADMIN	4,538.47
WILSON, ALAN	PUBLIC WORKS ADMIN	3,705.44
AQUINO, EDUARDO	RECREATION CENTER	148.50
BAIRD, LEAH	RECREATION CENTER	525.28
BEHRNS, LESLIE	RECREATION CENTER	857.74
BLONIARZ, JESSICA	RECREATION CENTER	428.15
BROWN, NORA C	RECREATION CENTER	169.13
CABRERA, LESLIE M	RECREATION CENTER	246.29
CARLSON, GRACE	RECREATION CENTER	558.11
CORTES, VICTOR M	RECREATION CENTER	440.00
CRANDALL, EMILY	RECREATION CENTER	338.00

Name	Department	Total Gross
CROWN, ALYSSA	RECREATION CENTER	60.41
CURRAO, CAITRIN	RECREATION CENTER	71.84
DALTON, COURTNEY	RECREATION CENTER	35.56
DIAZ, ARTURO	RECREATION CENTER	419.18
DIEDRICK, HANNAH L	RECREATION CENTER	305.25
DRAFFKORN, EMILY	RECREATION CENTER	853.60
DUNKER, ALAN	RECREATION CENTER	2,269.63
FEDMASU, ANA MARIA	RECREATION CENTER	489.13
FRIESEN, ANNA	RECREATION CENTER	290.31
FUENTES, KARINA	RECREATION CENTER	535.36
FULLER, JAY	RECREATION CENTER	697.50
GROVER, CHARLES	RECREATION CENTER	488.78
GUZMAN, AYESHAH	RECREATION CENTER	92.82
HICKS, MICHAEL S	RECREATION CENTER	363.46
HOLUB, KATHLEEN M	RECREATION CENTER	164.44
KAMPS, EMMA	RECREATION CENTER	80.01
KARAFA, JESSIE	RECREATION CENTER	329.30
KARAFA, JORIE	RECREATION CENTER	338.13
KOVAR, SHARON	RECREATION CENTER	457.50
LAYOFF, ANDREW	RECREATION CENTER	590.70
LIMBAUGH, ELISSA	RECREATION CENTER	699.52
LIMBAUGH, SAMUEL A	RECREATION CENTER	288.75
LISK, MARY LYNN	RECREATION CENTER	2,345.67
MAIDMENT, WILLIAM M	RECREATION CENTER	307.31
MC GRATH, MEGHAN G	RECREATION CENTER	142.31
MC GRATH, PATRICK F	RECREATION CENTER	171.19
MEYER, WYATT	RECREATION CENTER	280.96
MURRAY, MAUREEN C	RECREATION CENTER	323.81
MURRAY, MICHAEL	RECREATION CENTER	535.26
POWELL, EDEN L	RECREATION CENTER	255.20
POWELL, ELLIE	RECREATION CENTER	87.70
PROVOST, LUKE	RECREATION CENTER	584.31
READ, KELLY M	RECREATION CENTER	26.81
REESE, AIMEE	RECREATION CENTER	180.61
SANTANA, RUBY	RECREATION CENTER	288.56
SCHMITT, RONALD	RECREATION CENTER	228.66
STEIGER, AMBER A	RECREATION CENTER	255.75
STOUGH, EMMA F	RECREATION CENTER	470.25
TORREZ, RENEE	RECREATION CENTER	2,135.60
VEPLEY, OLIVIA	RECREATION CENTER	556.03
VIDALES, REBECCA	RECREATION CENTER	2,424.07
WHISTON, TAYLOR	RECREATION CENTER	622.60
ZAMORANO, GUILLERMO	RECREATION CENTER	480.20
ZINNEN, JOHN DAVID	RECREATION CENTER	4,030.60
CASTANEDA, CHRISTIAN J	SEWER & WATER MAINTENANCE	1,320.80
MAJOR, STEPHEN	SEWER & WATER MAINTENANCE	2,740.80
MAXWELL, ZACHARY	SEWER & WATER MAINTENANCE	1,357.60
MCCAHILL, NICHOLAS	SEWER & WATER MAINTENANCE	1,898.49
PARKER, SHAWN	SEWER & WATER MAINTENANCE	3,036.04
PARSONS, TYLER	SEWER & WATER MAINTENANCE	683.20
WEGENER, JAMES	SEWER & WATER MAINTENANCE	1,617.42
WILLIAMS, BRYANT P	SEWER & WATER MAINTENANCE	1,532.40
WOJTECKI, KEITH	SEWER & WATER MAINTENANCE	1,809.61

Name	Department	Total Gross
BALTES, RYAN F	STREETS	555.52
BURGESS, JEFFREY	STREETS	2,368.00
DOPKE, LUKE	STREETS	683.20
LECHNER, PHILIP A	STREETS	1,320.80
LOMBARDO, JAMES	STREETS	1,610.12
LYNK, CHRIS	STREETS	1,602.40
MARTINEZ JR, MAURO	STREETS	1,447.52
MILLER, MARK	STREETS	3,400.00
PIERCE, BARRY	STREETS	2,002.40
STROH, MARK	STREETS	546.56
VIDALES, ROGER	STREETS	2,566.76
BAKER, WAYNE	WASTEWATER TREATMENT	2,571.20
BOLDA, DANIEL	WASTEWATER TREATMENT	1,859.67
GEORGE, ANNE	WASTEWATER TREATMENT	3,443.09
HANSELL, SUSAN	WASTEWATER TREATMENT	2,742.32
SHEAHAN, ADAM	WASTEWATER TREATMENT	1,947.20
VIDALES, HENRY	WASTEWATER TREATMENT	2,384.59
GARRISON, ADAM	WATER TREATMENT	2,260.92
HOFFMAN, THOMAS	WATER TREATMENT	2,260.92
SCARPACE, SHANE	WATER TREATMENT	1,947.20
SMITH, WILLIAM	WATER TREATMENT	3,237.73
WHISTON, TIMOTHY	WATER TREATMENT	1,894.40
Grand Totals:		
287		430,449.59

City of Woodstock
Warrant No. 3675

All items tabulated above and before are proper expenses due from the City of Woodstock for services performed or materials furnished to the City of Woodstock.

Treasurer

City Manager

The Finance Director is hereby authorized to issue order on the City Treasurer covering the above listed obligations approved by the City Council this 4th day of August, 2015.

City Clerk

Mayor

Department Of Community & Economic Development

Building/Activity Report June 2015

Building Permits Issued

June 2015

Type of Use **Commercial and Institutional**

Permit Type	Site Address	Total Fees
New Building	1265 LAKE AVE	$10,178.00
Addition Building	1040 LAKE AVE	$220.00
Other Electrical	2650 BRIDGE LN	$110.00
Other Elevator	111 VAN BUREN ST	$195.00
Other Fire Alarm	2245 S EASTWOOD DR	$0.00
Other Fire Protection	2245 S EASTWOOD DR	$0.00
	Total Fees	$10,703.00

Type of Use **Industrial and Manufacturing**

Permit Type	Site Address	Total Fees
Remodel Building	1150 MCCONNELL RD	$0.00
Remodel Building	1625 W LAKE SHORE DR	$220.00
Other Fire Protection	1625 W LAKE SHORE DR	$0.00
Other Fire Protection	1150 MCCONNELL RD	$0.00
	Total Fees	$220.00

Type of Use **Multi-Family**

Permit Type	Site Address	Total Fees
	Total Fees	$0.00

Type of Use **Single Family Attached**

Permit Type	Site Address	Total Fees
Other Plumbing	630-632 BRINK ST	$55.00
	Total Fees	$55.00

Type of Use **Single Family Detached**

Permit Type	Site Address	Total Fees
New Building	1520 SANDPIPER LN	$20,246.00

Addition Building	214 RIDGEWOOD DR	$110.00
Remodel Building	620 BARBARY LN	$55.00
Remodel Building	207 FREMONT ST	$20.00
Remodel Building	1405 RHETT PL	$20.00
Remodel Building	1425 RHETT PL	$20.00
Remodel Building	1459 RHETT PL	$20.00
Remodel Building	1483 RHETT PL	$20.00
Other Deck	706 LAWNDALE AVE	$60.00
Other Deck	326 E KIMBALL AVE	$40.00
Other Deck	840 VERDI CT	$40.00
Other Deck	1280 SAVANNA LN	$40.00
Other Deck	1879 QUAIL CT	$40.00
Other Deck	810 ROGER RD	$40.00
Other Deck	2740 HAYDN ST	$40.00
Other Electrical	900 W SOUTH ST	$0.00
Other Electrical	435 LAUREL AVE	$55.00
Other Elevator	2200 N SEMINARY AVE	$110.00
Other Fence	731 ROGER RD	$20.00
Other Fence	630 E KIMBALL AVE	$20.00
Other Fence	621 HIGHLAND AVE	$20.00
Other Fence	1730 WOODSIDE DR	$20.00
Other Fence	1707 YASGUR DR	$20.00
Other Fence	201 VERBENA LN	$20.00
Other Fence	403 BECKING AVE	$20.00
Other Fence	2411 HAYDN ST	$20.00
Other Fence	715 GOULD ST	$20.00
Other Fence	1849 POWERS RD	$20.00
Other Fence	2030 JOSEPH ST	$20.00
Other Fence	1010 YASGUR DR	$20.00
Other Fence	2003 SWEETWATER DR	$20.00
Other Pool	11011 BERLTSUM LN	$135.00
Other Pool	607 LAWNDALE AVE	$115.00
Other Plumbing	2004 SERENITY LN	$0.00
Other Plumbing	973 PLEASANT ST	$55.00
Other Plumbing	354 MCHENRY AVE	$55.00
Other Pool	2255 APPLEWOOD LN	$115.00
Other Plumbing	632 E KIMBALL AVE	$55.00
Other Plumbing	309 BECKING AVE	$55.00
Other Shed	731 ROGER RD	$25.00
Other Shed	615 BLAKELY ST	$25.00
Other Shed	721 OLSON ST	$25.00
Other Shed	1769 QUAIL CT	$25.00
	Total Fees	$21,921.00
	Grand Total Fees	$32,899.00

Other Permit Activity Report Summary

June 1, 2015 - June 30, 2015

Type of Permit	This Month			Year To Date			This Month Last Year			Year To Date Last Year		
	No. of Permits	Constr. Cost	Permit Fees	No. of Permits	Constr. Cost	Permit Fees	No. of Permits	Constr. Cost	Permit Fees	No. of Permits	Constr. Cost	Permit Fees
Other												
Antenna	0	$0	$0	0	$0	$0	0	$0	$0	0	$0	$0
Concrete	0	$0	$0	0	$0	$0	0	$0	$0	1	$0	$60
Deck	7	$35,625	$300	22	$77,375	$900	5	$23,300	$200	17	$88,250	$790
Demolition	0	$0	$0	0	$0	$0	0	$0	$0	0	$0	$0
Detached Garage	0	$0	$0	2	$22,000	$910	0	$0	$0	2	$32,000	$205
Dumpster	0	$0	$0	0	$0	$0	0	$0	$0	0	$0	$0
Elevator	2	$19,000	$305	2	$19,000	$305	0	$0	$0	0	$0	$0
Fence	13	$30,440	$260	57	$114,714	$1,140	8	$16,295	$160	35	$77,001	$700
Gazebo	0	$0	$0	0	$0	$0	0	$0	$0	0	$0	$0
Grading	0	$0	$0	0	$0	$0	0	$0	$0	0	$0	$0
Parking Lot	0	$0	$0	0	$0	$0	0	$0	$0	0	$0	$0
Pool	3	$59,200	$365	3	$59,200	$365	1	$500	$115	6	$103,500	$710
Right-of-Way	0	$0	$0	0	$0	$0	0	$0	$0	0	$0	$0
Shed	4	$3,800	$100	13	$17,650	$325	3	$9,600	$130	7	$22,400	$305
Sign	0	$0	$0	0	$0	$0	0	$0	$0	0	$0	$0
Spa	0	$0	$0	0	$0	$0	0	$0	$0	0	$0	$0
Temporary Structure	0	$0	$0	0	$0	$0	0	$0	$0	0	$0	$0
Trellis	0	$0	$0	0	$0	$0	0	$0	$0	0	$0	$0
Totals	29	$148,065	$0	99	$309,939	$3,945	17	$49,695	$605	68	$323,151	$2,770

Building Activity Report Summary

June 2015

Type of Permit	This Month			Year To Date			This Month Last Year			Year To Date Last Year		
	No. of Permits	Constr. Cost	Permit Fees	No. of Permits	Constr. Cost	Permit Fees	No. of Permits	Constr. Cost	Permit Fees	No. of Permits	Constr. Cost	Permit Fees
Residential												
Single Family Detached	1	$325,000	$20,246	10	$1,288,788	$161,084	6	$762,201	$105,832	26	$2,625,746	$424,705
Single Family Attached	0	$0	$0	2	$452,904	$58,103	0	$0	$0	0	$0	$0
Multi-Family	0	$0	$0	3	$2,400,000	$465,081	0	$0	$0	0	$0	$0
Additions	1	$5,000	$110	4	$83,780	$648	0	$0	$0	3	$36,900	$275
Misc	42	$287,365	$1,620	158	$1,068,697	$8,170	23	$69,620	$1,118	116	$1,011,890	$7,502
Total	44	$617,365	$21,976	177	$5,294,169	$693,087	29	$831,821	$106,950	145	$3,674,536	$432,482
Commercial/Institutional												
Commercial - New	1	$1,682,517	$10,178	1	$1,682,517	$10,178	0	$0	$0	1	$500,000	$10,076
Commercial - Additions	1	$10,000	$220	2	$110,000	$805	0	$0	$0	0	$0	$0
Commercial - Misc	4	$109,825	$305	40	$2,157,385	$10,709	4	$514,172	$840	22	$802,322	$5,748
Total	6	$1,802,342	$10,703	43	$3,949,902	$21,692	4	$514,172	$840	23	$1,302,322	$15,824
Industrial												
Industrial - New	0	$0	$0	0	$0	$0	0	$0	$0	0	$0	$0
Industrial - Additions	0	$0	$0	0	$0	$0	0	$0	$0	0	$0	$0
Industrial - Misc	4	$803,000	$220	11	$7,035,595	$10,594	0	$0	$0	2	$23,750	$0
Total	4	$803,000	$220	11	$7,035,595	$10,594	0	$0	$0	2	$23,750	$0
Signs	5	$0	$149	33	$0	$1,343	4	$0	$186	19	$0	$910
Grand Total	59	$3,222,707	$33,048	264	$16,279,666	$726,716	37	$1,345,993	$107,976	189	$5,000,608	$449,216

Fee Summary Report

June 2015

Type of Fee	This Month		Year To Date		This Month Last Year		Year To Date Last Year	
	Number of Permits	Fee Amount	Number of Permits	Fee Amount	Number of Permits	Fee Amount	Number of Permits	Fee Amount
Building Fees								
Residential	34	$2,733.00	142	$60,724.60	22	$7,701.80	123	$33,878.00
Commercial	4	$1,462.00	32	$840.00	3		20	$7,038.21
Industrial	2	$220.00	8	$0.00	0		0	$0.00
Total Building	40	$4,415.00	182	$61,564.60	25	$7,701.80	143	$40,916.21
Impact Fees								
Park	2	$2,734.00	19	$34,132.00	6	$1,230.30	29	$8,496.75
School	2	$4,832.00	19	$138,472.00	6	$30,320.00	29	$115,895.00
Library	2	$649.00	19	$29,827.00	6	$4,088.00	29	$17,053.00
Streets	2	$246.00	19	$20,268.00	6	$1,476.00	29	$6,396.00
Police	2	$974.00	19	$44,069.00	6	$6,135.00	29	$22,699.00
Fire and Rescue	2	$188.00	19	$8,628.00	6	$1,184.00	29	$4,939.00
Total Impact		$9,623.00		$275,396.00		$44,433.30		$175,478.75
Water and Sewer Fees								
Water	2	$7,695.00	19	$170,739.00	6	$22,650.00	27	$96,546.00
Sewer	2	$9,975.00	19	$192,177.00	6	$31,350.00	27	$132,650.00
Total Water and Sewer		$17,670.00		$362,916.00		$54,000.00		$229,196.00
Gand Total		$31,708.00		$699,876.60		$106,135.10		$445,590.96

Docket Summary 6-11-15

name	case	Judges Order	PD paid	PD unpaid	COD paid	COD unpaid	AAFpaid	AAF unpaid	comments
Seterus Incorporated; Johnson, Jeffrey; CT Corporation	20150001	Dismissed							
Goebbert, Christopher	20150058	Continued							
Marr, Patricia	20150145	Liable/Neg Plea		50.00					
Quarles, Michaela	20150146	Liable/Neg Plea		50.00				50.00	
Dolan, Ashley	20150151	Non-suit							
Smith, Francis	20150195	Liable/Neg Plea		500.00				50.00	
Major, Madison	20150196	Liable/Neg Plea		500.00				50.00	
Major, Hanna	20150197	Liable/Neg Plea		500.00					
Rios, Sergio	20150198	Liable/Neg Plea		500.00				50.00	
Carli, Richard T	20150199	Liable/Neg Plea		200.00				50.00	
Reed, Jerad	20150200	Liable/Neg Plea		50.00				50.00	
Mason, Aiden	20150201	Liable/Neg Plea	50.00				50.00		
Smid, Ryan Steven	20150203	Liable/Neg Plea		200.00				50.00	
Born, Timothy	20150204	Liable/Neg Plea	25.00				50.00		
Lorr, Miranda	20150205	Liable/Neg Plea	25.00	475.00			50.00		
Langley, Caleb	20150206	Liable/Neg Plea		500.00				50.00	
Lara, Alex	20150207	Liable/Neg Plea	150.00	350.00			50.00		
Learn, Vincent	20150208	Liable/Neg Plea		500.00			50.00		
Kelly, Katelyn	20150209	Def/Liable/FTA		100.00				50.00	
Glenn, Savannah	20150210	Withdrawn							
Sanchez, Mario	20150211	Liable/Neg Plea		50.00			20.00	30.00	
Gallardo, Christian	20150212	Continued							
Burnett, Noah	20150213	Continued							
Serratos, Kevin	20150214	Liable/Neg Plea	50.00				50.00		
Carpenter, John F	20140089	Def/Liable/FTA				2,500.00		50.00	
Wirth, Jeff & Noelle	20140273	Liable				3,650.00		50.00	

Pattinson, Dave	20150081	Continued							
Marquez, Rodolfo	20150120	Non-suit/Compliance							
Schmidt, Linda J	20150139	Non-suit/Compliance							
Bailey, Michael	20150154	Non-suit/Compliance							
TOM AND JEANNE LA BELLE	20150170	Non-suit/Compliance							
KOELLE FAM INVSTMNT LP	20150171	Non-suit/Compliance							
Knudsen, Carol Leroy E Kevin	20150175	Non-suit/Compliance							
Cynowa, Kaetlyn	20150143	Non-suit							
Cynowa, Kaetlyn	20150202	Liable/Neg Plea						50.00	15 hrs. community service
Robinson, Melanie	20150215	Liable							
DIAZ, ALAN	20150217	Withdrawn							
Norfleet, Junious	20150218	continued							

Code Enforcement Monthly Summary

June 2015

	Violations		Number of Inspections	Number of Notices Issued	Number of Citations Issued
	New	Abated			
This Year					
January	4	0	7	7	0
February	17	0	22	6	0
March	39	0	52	6	0
April	5	0	22	4	0
May	51	0	53	0	0
June	15	0	37	0	0
July	0	0	0	0	0
August	0	0	0	0	0
September	0	0	0	0	0
October	0	0	0	0	0
November	0	0	0	0	0
December	0	0	0	0	0
Totals	**131**	**0**	**193**	**23**	**0**

Last Year					
January	1	0	1	0	0
February	40	0	26	2	0
March	50	0	45	3	0
April	63	0	36	17	0
May	22	0	13	9	0
June	59	3	68	19	0
July	42	1	36	9	0
August	36	16	41	16	0
September	38	0	51	6	0
October	9	0	11	3	0
November	23	0	27	8	0
December	36	0	42	14	0
Totals	**419**	**20**	**397**	**106**	**0**

DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT

Backflow Protection Program
Monthly Summary

June 2015

Number of Inspections	Amount Invoiced
22 Inspections@12 locations	**$ 1725.00**

City of
WOODSTOCK

Office of the City Manager
Roscoe C. Stelford III, City Manager
121 W. Calhoun Street
Woodstock, Illinois 60098

phone 815.338.4301
fax 815.334.2269
citymanager@woodstockil.gov
www.woodstockil.gov

To: Honorable Mayor and City Council
Roscoe C. Stelford III, City Manager

From: Cindy Smiley, Executive Assistant

Date: July 24, 2015

RE: **Waiver of the Prohibition of the Acceptance of Applications for a Class A-6 Liquor License for 201 Main Street**

Wendy Espitia of WD Entertainment, Inc. plans to open a new restaurant at the location formerly occupied by the Woodstock Public House, 201 Main Street, and would like to apply for a Class A-6 (Restaurant/Caterer) Liquor License. Council will recall that an indefinite moratorium has been imposed on the acceptance of *all liquor license applications* except for K, KK, M1, M2, N1 and N2 licenses. Due to the moratorium, no applications can be accepted unless a specific exemption is extended by Council action. Ms. Espitia is, therefore requesting a waiver of the moratorium on the acceptance of an application for a Class A-6 (Restaurant/Caterer) Liquor License.

It must be noted that, should a waiver be approved, it would be for this location only and that issuance of a liquor license to the owners at that address would result in the sixth Class A-6 Liquor License in the City. Should Council approve the requested waiver, the owner will meet with the Liquor Commissioner and come before the body in a subsequent meeting to request approval of the license for the building. The owner has been specifically informed that approval of this waiver request would not guarantee approval of a liquor license application.

If Council is supportive of this request, a motion would be in order to waive the moratorium on the acceptance of applications for a Class A-6 (Restaurant/Caterer) Liquor License for the 201 Main Street location only, with the understanding this is not a guarantee of license approval and that it is a one-time waiver for this location

Reviewed and Approved by:
Roscoe C. Stelford III
City Manager

WD Entertainment Inc
5607 Broadway
Richmond IL 60071
7/14/2015

Dr. Brian Sager and Woodstock City Council Members
121 W Calhoun St
Woodstock IL 60098

Dear Dr. Sager and Council Members:

I, Wendy Espitia, am the owner of WD Entertainment Inc, D/B/A Olive Black Martini Lounge. I have an amazing opportunity to join your great city in the space previously occupied by The Woodstock Public House. I am writing to respectfully request that the moratorium on the A2 and/or A6 liquor license be lifted in order for me to apply.

I have owned Olive Black for almost two years now and would really like to expand to your city with a new restaurant and lounge. While the name and feel of the new location will not be Olive Black, it is my intent to keep the new location upscale yet casual, much like Olive Black is today. I plan to have a unique food menu along with a classic cocktail menu. It is also my intent to add gaming machines in the location which would be confined to the lounge portion of the establishment, away from the dining room which will be family friendly.

Between myself and my general manger, we have 30+ years in the hospitality industry, from management to ownership. We are confident that we can be successful in this new location and that we would be an asset to your community. Olive Black is currently an active member of the Richmond Spring Grove Chamber of Commerce, hosting events for them on a regular basis. We are involved in our surrounding communities, sponsoring fund raising events and donating to local schools and charities. We are becoming known for great entertainment, including musicians and we regularly have a mind reading magician come in to entertain. We would certainly look to continue this in the new location.

Thank you for your time and consideration. I look forward to the opportunity of working with you in the future.

Respectfully,

[redacted]

Wendy Espitia
WD Entertainment Inc.

[redacted]

City of
WOODSTOCK

Office of the Mayor
Dr. Brian Sager, Mayor
121 W. Calhoun Street
Woodstock, Illinois 60098

815.338.4302
815.334.2269
mayor@woodstockil.gov
www.woodstockil.gov

DATE: July 24, 2015

TO: Honorable Mayor and City Council
Roscoe Stelford, City Manager

FROM: Cindy Smiley, Executive Assistant

RE: Request for Class E-1 Liquor License
La Placita Taqueria LLC
108 Cass Street

Edgardo Urbina will appear before the City Council on August 4, 2015, to request creation of a Class E-1 (Restaurant with No Bar/Beer & Wine Only) liquor license for his restaurant located at 108 Cass Street. A Class E-1 License permits the licensee to serve beer and wine for consumption or use on the licensed premises, incidental to the sale of food, on the premises maintaining no barroom, tavern, lounge or other area reserved exclusively for the retail sale of beer and wine on said premises.

Mr. Urbina recently purchased La Placita Taqueria, and his customers have been requesting beer and wine to enjoy with their meal. It is his intent to offer beer and wine with meals only and has indicated that he will not offer video gaming.

Attached for your information is a copy of the liquor license application for La Placita Taqueria LLC. The applicant has submitted an executed lease agreement for the property, Articles of Incorporation, and a Certificate of Insurance. He and his manager will be required to complete the fingerprinting process prior to liquor license issuance.

If Council is supportive of this request, approval is recommended for the attached ordinance, identified as Document No. ____1____, *An Ordinance Amending Section 3.3.6, Classification of Licenses; Number and Fees of the Woodstock City Code* which would increase the number of Class E1 liquor licenses for La Placita Taqueria LLC.

Reviewed and Approved by:
Roscoe C. Stelford III
City Manager

CORPORATE FORM
APPLICATION FOR LIQUOR LICENSE
under
CITY OF WOODSTOCK LIQUOR CONTROL ORDINANCE
TO BE FILED WITH THE LIQUOR COMMISSIONER OF THE CITY OF WOODSTOCK

IMPORTANT: This application must be filed with the Liquor Control Commissioner of the City of Woodstock, Illinois. Upon approval, the applicant must submit remittance of fee in proper amount, which must be in the form of certified check or cashier's check or postal money order payable to the City of Woodstock.

OFFICE USE ONLY

License Classification: _____ Fee: $_____ License No. _____ Date issued: _____

Fee Received: $_____ Date Effective: _____ to _____

(Certified Check _____ Cashier's Check _____ Money Order _____) Bond: _____ Insurance: _____ Checked

1. Corporate Name of Business: La Placita Taqueria LLC.
2. A: Location of place of business for which application is made: 108 Cass St. Woodstock, IL 60098
   B: Is location properly zoned for this business? Yes. Zoning: _____
3. A: Date on which Charter was issued: June 16, 2015
   B: Date of filing assumed name with County clerk (if applicable): _____
   C: Attach to this application a legal description and diagram of the premises depicting the location of any service bars and the location of one designated dancing area.
4. Objects of Corporation, as set forth in Charter: Purpose for which the Liability Company is organized The transaction of any or all lawful business for which Limited Liability Companies may be organized under the Act
5. State principal type of business: Restaurant.
6. Date on which business was begun or will begin at this location: 7/1/2015
7. State true value (in dollars) of goods, wares, merchandise on hand, as of the date of this application. $ 10,000 -
8. Does applicant own premises for which this license is sought? NO
   If not: A: Name and address of lessor: Teodulo Mendoza 108 Cass St.
   B: Period covered by lease: From 7/1/2015 to 6/30/2020
   C: If applicable, a copy of the lease must accompany this application.
9. A: Is the location of applicant's business for which license is sought within 100 feet of any church, school (other than institution of higher learning), hospital, home for the aged or indigent persons or for veterans, their wives or children, any naval or military station or post? NO
   B: If the answer to 9(A) is YES, is the applicant's place of business a hotel offering restaurant service, a regularly organized club, a food shop, or other place where the sale of liquor is not the principal business? N/A
   C: If the answer to 9(B) is YES, how long has the place of business been operating? 3 years
   D: If the answer to 9(B) is YES, are the majority of customers minors of school age or does the principal business transacted consist of school books, school supplies, food, lunches or drinks for minors? NO
10. Is, or will be, the applicant's place of business located within 100 feet of any undertaking establishment or mortuary? NO
11. Does applicant seek a license to sell alcoholic liquor upon the premises as a restaurant? Yes If so, are premises: A) Maintained and held out to the public as a place where meals are actually and regularly served? Yes B) Provided with adequate and sanitary kitchen and dining room and capacity with sufficient employees to prepare, cook and serve suitable food? Yes
12. Has any manufacturer, importing distributor, or distributor directly or indirectly paid or agreed to pay for this license, advance money or anything else of value, or any credit (other than merchandizing credit in the ordinary course of business for a period not to exceed ninety days), or is such a person directly or indirectly interested in the ownership, conduct or operation of the place of business? No If answer is YES, give particulars: _____
13. For each officer and director, please state the following (attach additional page if insufficient space):

    Name: Edgardo Urbina Title: Owner
    Social security number: [redacted] Birth Date: [redacted]
    Address: 199 Dillon Ct. Gilbert, IL. 60136 Phone: [redacted]

    Name: _____ Title: _____
    Social security number: _____ Birth Date: _____
    Address: _____ Phone: _____

    Name: _____ Title: _____
    Social security number: _____ Birth Date: _____
    Address: _____ Phone: _____

    Name: _____ Title: _____
    Social security number: _____ Birth Date: _____
    Address: _____ Phone: _____
14. Has any principal officer of this corporation ever been convicted under Federal or State Liquor Laws, permitted a bond forfeiture under them, or been convicted of a crime under the Illinois Criminal Code? Answer YES or NO: NO
    If so, please state offense and provide specifics: _____
15. Are any principal officers residents of the City of Woodstock wherein above described place of business is located? NO
16. Are you, or any other person, directly interested in your place of business, a law enforcing or elected public official? NO
    If so, who, and what office is held? _____

17. Has any license previously issued to applicant by state, federal or local authorities been revoked? NO

If so, please provide specific details: _____

18. Has application been made for retail license for any premises other than those described above? NO

If so, what is the status of this application/license? _____

19. If a majority in interest of the stock of the corporation is owned by one person or his nominees, give the following information:

Name: _____ Birth Date: _____

Address: _____ Social Security Number: _____

20. Does any officer, manager or director of the applicant corporation, or any stockholder or stockholders own in the aggregate more than five percent (5%) of its stock? Yes If so, each such person must answer the following questions: (attach separate sheet, if more than two persons).

A: Name: Alejandro F. Mondragon Birth Date: [redacted]

Social security number: [redacted] Business Phone: [redacted]

Address: 6034 Hampton Rd. Carpentersville IL. 60110 Home Phone: [redacted]

B: Has such person ever been convicted under Federal or State Liquor Laws, permitted a bond forfeiture under them, or been convicted of a crime under the Illinois Criminal Code? Answer YES or NO. NO

If so, please state offense and provide specifics: _____

C: Has such person made application for retail license to any other premises other than those described above? _____

If so, what was disposition of application? _____

D: Does such person hold stamp in the United States for gambling? NO

A: Name: _____ Birth Date: _____

Social security number: _____ Business Phone: _____

Address: _____ Home Phone: _____

B: Has such person ever been convicted under Federal or State Liquor Laws, permitted a bond forfeiture under them, or been convicted of a crime under the Illinois Criminal Code? Answer YES or NO. _____

If so, please state offense and provide specifics: _____

C: Has such person made application for retail license to any other premises other than those described above? _____

If so, what was disposition of application? _____

D: Does such person hold stamp in the United States for gambling? _____

21. Is or will this business be conducted by a Manager or Agent? Yes If YES, please provide Manager /Agent information:

A: Name: Humberto Saucedo Birth Date: [redacted]

Social security number: _____ Business Phone: 815-337-2303

Address: 630 Leah Ln Woodstock, IL. 60098 Home Phone: [redacted]

B: Are you a citizen of the United States? NO Place of Birth: Mexico

If a naturalized citizen, when and where naturalized? _____

Court in which (or law under which) naturalized? _____

C: Has such person ever been convicted under Federal or State Liquor Laws, permitted a bond forfeiture under them, or been convicted of a crime under the Illinois Criminal Code? Answer YES or NO. NO

If so, please state offense and provide specifics: _____

D: How long have you been a resident of Woodstock wherein the above business is located? 3 Years.

E: Do you hold a stamp from the United States for gambling? NO

22. Dram Shop Insurance: the applicant agrees upon acceptance to provide a certificate of insurance for the time period of _____ to April 30, _____ indicating current dram shop liability.

AFFIDAVIT

STATE OF ILLINOIS)
) SS.
COUNTY OF McHENRY)

I/We swear that I/we will not violate any ordinance, rule or resolution of the City of Woodstock, any laws of the State of Illinois or of the United States of America in the conduct of the place of business described herein and that the statements contained in this Application are true and correct to the best of my/our knowledge and belief.

OFFICIAL SEAL
DUSTIN F GIBSON
Notary Public - State of Illinois
My Commission Expires Oct 17, 2017

[redacted]

Subscribed and Sworn to before me this
23RD day of JULY, 2015
Dustin F. Gibson
Notary Public

ORDINANCE NO. 15-O-_____

An Ordinance Amending Title 3,
Chapter 3, Liquor Control, of the Woodstock City Code

BE IT ORDAINED by the CITY COUNCIL of the CITY OF WOODSTOCK, McHenry County, Illinois, as follows:

SECTION ONE: That Section 3.3.6, Classification of Licenses; Number and Fees, of the Woodstock City Code shall be amended to increase the number of Class E-1 liquor licenses by one (La Placita Taquieria, LLC) so that the total authorized number of liquor licenses in the City shall be as follows:

C. Number and Fees: The following number of licenses and license fees shall be charged for each liquor license classification:

Class	*Number Available*	*Fee Effective May 1, 2011*
A-1	*6*	*$2,000.00*
A-2	*11*	*$1,500.00*
A-4	*1*	*$1,500.00*
A-5	*0*	*$1,000.00*
A-6	*5*	*$1,600.00*
A-7	*0*	*$1,800.00*
B-1	*2*	*$2,000.00*
B-2	*4*	*$1,200.00*
B-3	*5*	*$1,500.00*
B-4a	*0*	*$1,100.00*
B-4b	*0*	*$1,200.00*
B-4c	*1*	*$1,300.00*
B-5	*0*	*$1,500.00*
B-6	*1*	*$1,200.00*
B-7	*0*	*$1,200.00*
B-8	*1*	*$ 600.00*
B-9	*0*	*$ 600.00*
C-1	*1*	*$1,200.00*

C-2	*1*	*$ 800.00*
D	*4*	*$1,200.00*
E-1	*6*	*$ 600.00*
E-2	*0*	*$ 700.00*
E-3	*3*	*$ 500.00*
E-4	*1*	*$1,200.00*
H	*0*	*$1,600.00*
I	*0*	*$ 800.00*
J	*0*	*$ 800.00*
K		
KK	*0*	*$ 800.00*
L		*$ 800.00*
M-1		*$ 150.00 per day*
M-2		*$ 50.00 one day* *$ 100.00 2-29 days* *$ 150.00 30-60 days*
N		*$ 50.00 per day*

SECTION TWO: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION THREE: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FOUR: This Ordinance shall be known as Ordinance _____ and shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Ayes:
Nays:
Abstentions:
Absentees:

APPROVED:

_____
Mayor Brian Sager, Ph.D.

(SEAL)
ATTEST: _____
Cindy Smiley, City Clerk

Passed: _____
Approved: _____
Published: _____

C E R T I F I C A T I O N

I, Cindy Smiley, do hereby certify that I am the duly appointed, acting and qualified Clerk of the City of Woodstock, McHenry County, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the Mayor and Council members of said City.

I do hereby further certify that at a regular meeting of the Woodstock City Council, held on the _____ day of _____, 2015, the foregoing Ordinance entitled ***An Ordinance Amending Title 3, Chapter 3, Liquor Control, of the Woodstock City Code***, was duly passed by said City Council.

The pamphlet form of Ordinance No. 15-O-____, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the City Hall, commencing on the _____ day of _____, 2015, and continuing for at least 10 days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the City Clerk.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said City for safekeeping, and that I am the lawful custodian and keeper of the same.

GIVEN under my hand and corporate seal of the City of Woodstock this _____ day of _____, 2015.

_____
Cindy Smiley, City Clerk
City of Woodstock,
McHenry County, Illinois

(SEAL)

City of
WOODSTOCK
Department of Building and Zoning
121 W. Calhoun Street
Woodstock, Illinois 60098

phone 815.338.4305
fax 815.334.2267
nbaker@woodstockil.gov
www.woodstockil.gov

MEMORANDUM

July 16, 2015

TO: Roscoe Stelford, City Manager

FROM: Nancy Baker, City Planner

ZONING VARATION AT 129 E. SOUTH STREET

Michael Stanard will appear before the City Council seeking approval of a variation of Section 7B.3.1.E Accessory Use Setback Standards of the Woodstock Unified Development Ordinance, to allow a storage shed within 1.5 feet of a rear lot line.

The Zoning Board of Appeals conducted a public hearing on the proposed variation on July 13, 2015. There were no objectors present. Testimony at the hearing emphasized that the shed was constructed after the petitioner remodeled the former gas station into a graphics design studio. The storage shed is not attached to the building and was placed in the most unobtrusive location on the property. The UDO establishes a three-feet minimum setback for accessory structures. The shed does not block existing driveways.

After the conclusion of the hearing and the completion of the findings of fact, a motion to recommend approval of the zoning variation passed (*vote of 5 yes; 0 no; 2 absent).*

The applicant's petition and exhibits, and the Community Development Report prepared for this request are attached. A copy of the minutes from the Zoning Board of Appeals meeting is also attached.

Based on the action of the Zoning Board of Appeals and the evidence presented during the public hearing, it is recommended that the City Council approve Document Number ___2_____, consisting of an Ordinance varying Section 7B.3.1.E Accessory Use Setback Standards of the Unified Development Ordinance, to allow a storage shed within 1.5 feet of the rear lot line.

Reviewed and Approved by:

Roscoe C. Stelford III

City Manager

CITY OF WOODSTOCK

APPLICATION FOR A VARIANCE

To the Zoning Board of Appeals:

1. Common Address of the Property 129 EAST SOUTH STREET

2. Statement of Ownership (list legal name, address of the property owners and state how long they have owned the property.)

   JOELEEN STANARD PURCHASED 10/2012
   1524 HILLSIDE TRAIL
   WOODSTOCK

3. Applicant (list name of the applicant if different from the owner and state the interest of the applicant in the property. Also state when his or her interest was acquired.)

   MICHAEL STANARD
   LEASE HOLDER SINCE 10/2012

4. State the legal description of the property or attach a legible copy.

   SEE ATTACHED LEGAL DESCRIPTION
   PIN # 13-05-382-010

5. State the specific variation (s) requested including Unified Development Ordinance section numbers. Include the ordinance requirement and the proposed request.

   VARIATION OF SECTION 7B.3.1.E TO ALLOW A SHED APPROXIMATELY 1.5 FEET FROM THE REAR LOT LINE.

6. State in detail the reasons for the requested variation by answering the following questions. If additional space is needed, attach extra pages to the application.

What features of the property prevent it from being used for the uses permitted by the zoning classification? Check all that apply and explain why they apply. Give dimensions where appropriate.

- [x] Too narrow
- [ ] Elevation
- [ ] Too small
- [ ] Slope
- [x] Too shallow
- [ ] Shape
- [ ] Soil
- [ ] Subsurface
- [x] Other LOCATION AND SIZE OF BUILDING, MAINTAINING HISTORIC CHARACTER OF BUILDING.

How do the above conditions prevent reasonable use of the property under the terms of the Woodstock Unified Development Ordinance? THESE CONDITIONS DO NOT ALLOW A SUFFICIENT LOCATION FOR A SMALL UNOBTRUSIVE SHED FOR STORAGE OF EQUIPMENT NECESSARY TO MAINTAIN THE BUILDING AND SITE. CAN NOT LOCATE ON WEST SIDE DUE TO NEED FOR ACCESS TO RETAINING WALL AND LACK OF ROOM. UNABLE TO LOCATE ON EAST SIDE OF BUILDING DUE TO LACK OF ROOM AND UNSIGHTLY APPEARANCE.

Was the hardship created by anyone who had an interest (ownership) in the property after the Zoning Ordinance was enacted ; is the hardship self-imposed? NO. THE PROPERTY, EXISTED AS-IS SINCE THE SERVICE STATION WAS BUILT IN THE 1950'S. OUR EFFORTS TO REHAB AND IMPROVE THE PROPERTY CREATED A NEED TO CREATE A STORAGE SHED OF THIS SIZE. NO STORAGE EXISTS INSIDE THE BUILDING

Are the conditions for which you request a variance unique to your property?
YES. OUR BUILDING IS ONE OF VERY FEW REMAINING HISTORIC SERVICE STATIONS IN WOODSTOCK OR McHENRY COUNTY. OUR SHED WAS DESIGNED AND PLACED TO MAINTAIN THE HISTORIC INTEGRITY OF THE PROPERTY. NO INSIDE STORAGE IS POSSIBLE.

Are the conditions of the property the result of other man-made conditions (such as the relocation of a road?)

– NO –

Is the requested variation the minimum variation that will make possible the reasonable use of the land, buildings, or structure. YES. THE SIZE OF THE SHED IS THE MINIMUM SIZE THAT WILL ALLOW US TO MANEUVER A LAWN MOWER, LANDSCAPING TOOLS AND PROVIDE REASONABLE ACCESS TO OTHER COLD STORAGE ITEMS

CERTIFICATION

I/We certify that all of the information submitted as part of this application is true and correct to the best of my/our knowledge and belief:

Joeleen M. Stanard	JOELEEN STANARD
Signature of property owner	Print name of property owner
- NA -	- NA -
Signature of property owner	Print name of property owner
Michael Stanard	MICHAEL STANARD
Signature of applicant If different than property owner	Print name of applicant
- NA -	- NA -
Signature of applicant If different than property owner	Print name of applicant

BENEFICIAL INTEREST DISCLOSURE
(FOR PROPERTY HELD IN TRUST)

This disclosure is made in compliance with the requirements of Act 404/2, Chapter 765 of the Official Illinois Compiled Statutes.

The undersigned states that he/she is the holder of N/A percent interest in Trust No. _____ at the N/A.

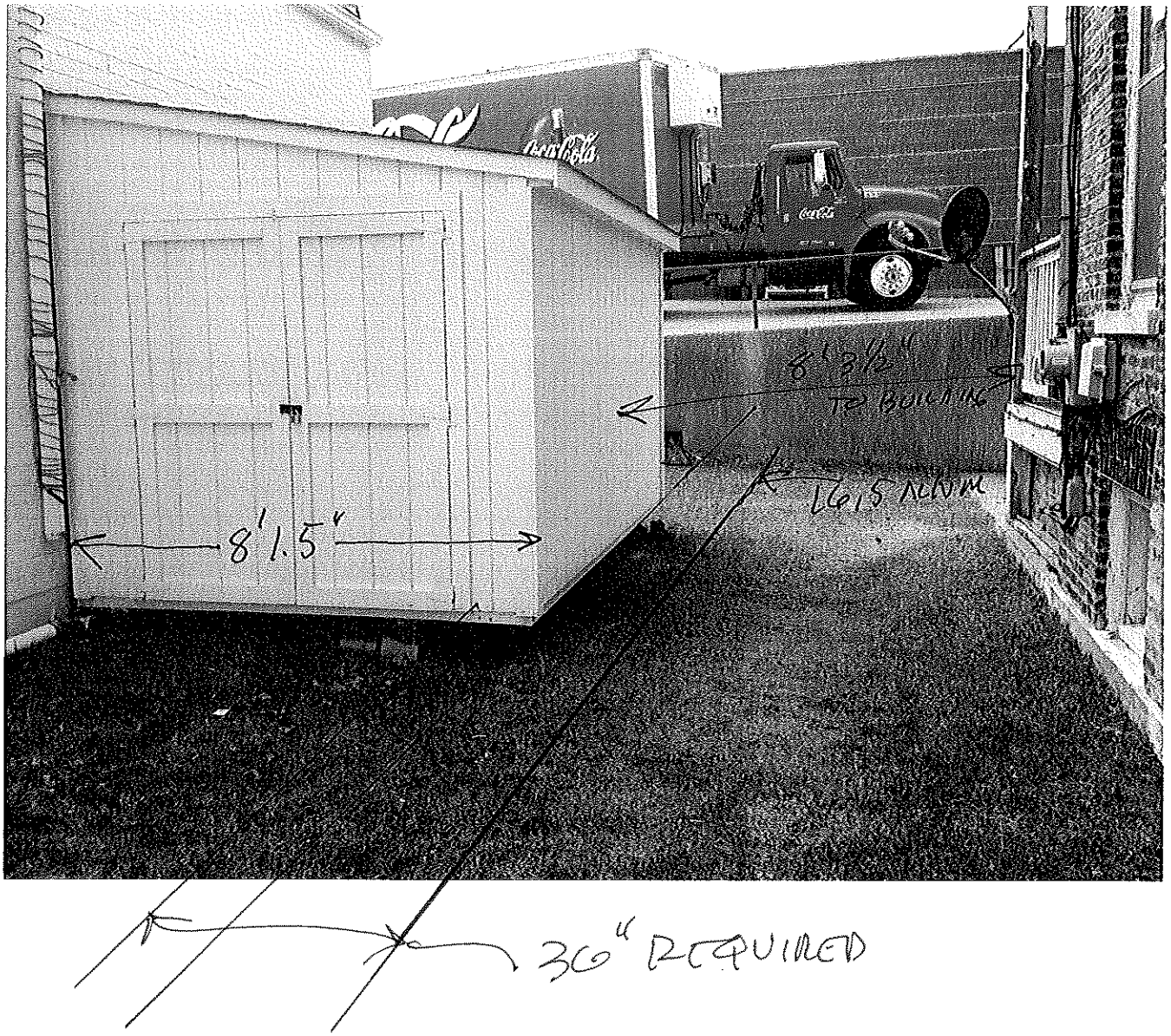
Name of beneficiary N/A

Address of beneficiary N/A

Signature of beneficiary N/A

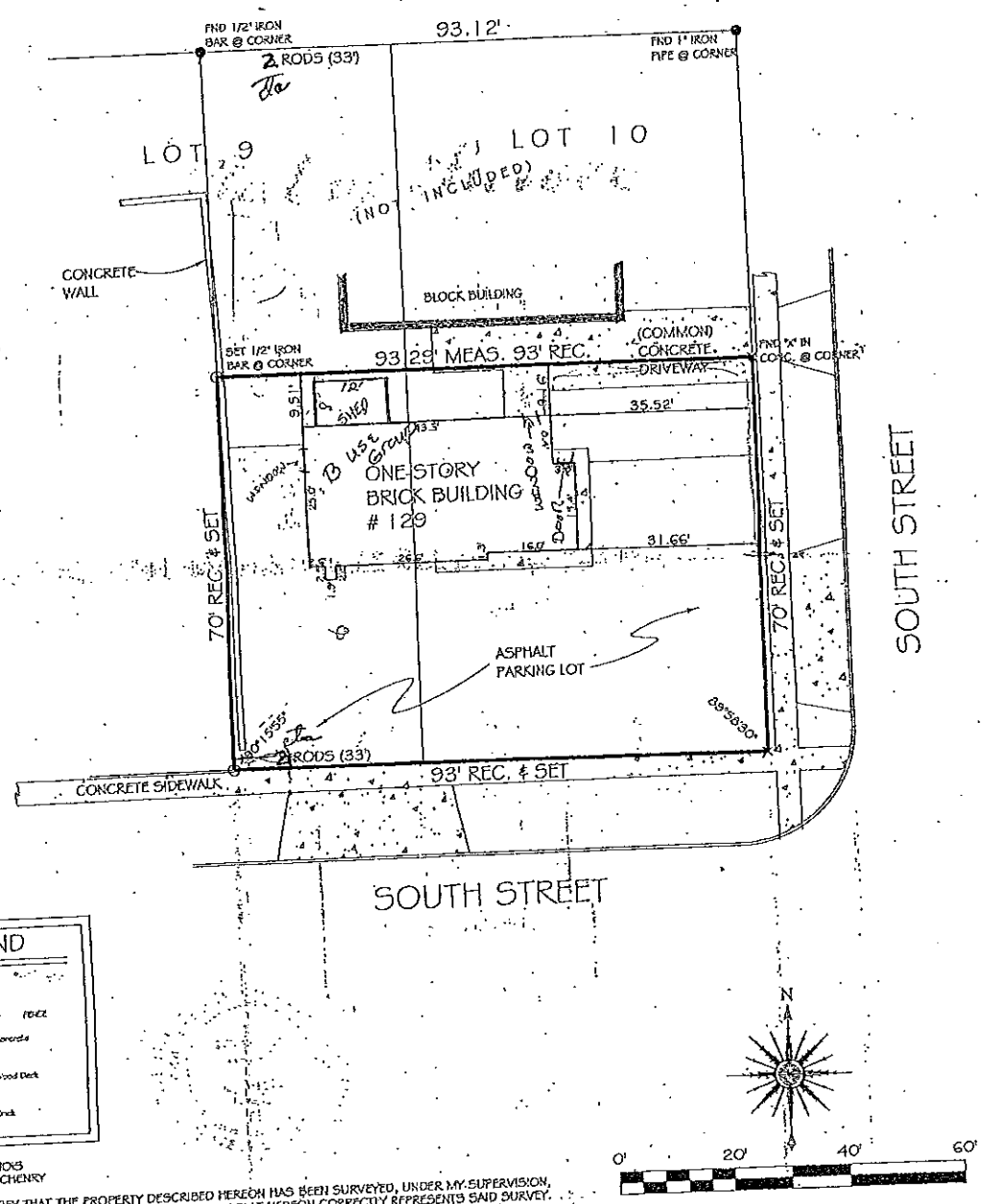
Date _____

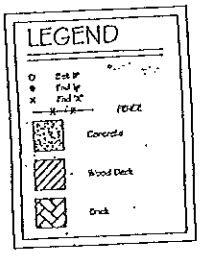
From: **Michael Stanard** contact@onezerocharlie.com
Subject:
Date: March 30, 2015 at 3:02 PM
To: Michael Stanard michael@onezerocharlie.com



Plat of Survey

LEGAL DESCRIPTION: THE SOUTH 70 FEET OF LOT 10 AND THE EAST 2 RODS OF THE SOUTH 70 FEET OF LOT 9 IN BLOCK 20 OF THE ORIGINAL PLAT OF WOODSTOCK, FORMERLY KNOWN AS CENTERVILLE, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 10, 1844, IN BOOK D OF DEEDS, PAGE 201, SITUATED IN MCHENRY COUNTY, ILLINOIS.





STATE OF ILLINOIS
COUNTY OF MCHENRY

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREON HAS BEEN SURVEYED, UNDER MY SUPERVISION, ACCORDING TO THE OFFICIAL RECORD AND THAT THE PLAT HEREON CORRECTLY REPRESENTS SAID SURVEY.

ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT UNLESS OTHERWISE SHOWN, THE BUILDINGS ON THE PARCEL ARE WITHIN PROPERTY LINES AND THE ADJOINING VISIBLE IMPROVEMENTS DO NOT ENCROACH ON THE PROPERTY DESCRIBED HEREON.

I FURTHER CERTIFY THAT THE PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

C.T. Amelse MY LICENSE EXPIRES: 11-30-12
C.T. AMELSE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-2143

COMPARE THE DESCRIPTION OF THE PLAT WITH DEED. REFER TO THE TITLE POLICY FOR ITEMS OF RECORD NOT SHOWN. NOTED UTILITIES WITHIN EASEMENTS ARE NOT SHOWN HEREON. UNDERGROUND UTILITIES, INCLUDING, BUT NOT LIMITED TO CONDUITS AND CABLES (IF ANY) HAVE NOT BEEN SHOWN HEREON.

VOID WITHOUT RAISED SEAL OR RED STAMP.

LUCO CONSTRUCTION CO.			
PROFESSIONAL DESIGN FIRM NO. 184.004829			
CLIENT NAME: CURRAN			8813 S. Route 31 Cary, IL 60013 847.658.8537 847.458.0714 fax
CLIENT REFERENCE: JOHNSON TRUST			
FIELD WORK COMPLETED: 10/17/12	SURVEY COMPLETED: 10/17/12	DRAWN BY: JAC	PROJECT NO. 12-30123

WOODSTOCK ZONING BOARD OF APPEALS
COMMUNITY DEVELOPMENT REPORT: ZBA-07-01-15
July 6, 2015

PROJECT NAME: 129 E. South Street

GENERAL BACKGROUND INFORMATION

Owner: **Joeleen Stanard**
1524 Hillside Trail
Woodstock

Applicant: **Michael Stanard**
129 E South Street
Woodstock

REQUEST: This appeal is requested from provisions of the Woodstock Unified Development Ordinance, Section 7B.3.1.E, Accessory Use Setback Standards, to allow a shed approximately 1.5 feet from the rear lot line.

EXISTING ZONING AND LAND USE OF SUBJECT PARCEL: The property in question is zoned B2C, Central Business district and is used as an office.

ADJACENT ZONING AND LAND USE: The property is surrounded by B2C zoning to west, north, and east and by R-4 multiple family residential zoning to the south. Surrounding land uses include commercial to the west and east, and residential to the north and south.

ANALYSIS: The Unified Development Ordinance establishes a minimum 3 ft. rear yard setback with a maximum 18 inch overhang for accessory structures. The shed in question is located approximately 1.5 feet from the rear lot line. The petitioner has provided an exhibit showing the shed and the encroachment into the setback.

UNIFIED DEVELOPMENT ORDINANCE GUIDANCE: Section 4.5.7 states that zoning variations may be approved after a finding that the following approval criteria have been addressed.

A. The extent to which particular physical surroundings, shape, or topography of the subject property results in practical difficulty or hardship upon the owner, as distinguished from a mere inconvenience if the strict letter of the zoning regulations are carried out.

B. The extent that the alleged difficulty or hardship is caused by the application of these zoning regulations and has not been created by any person having an interest in the property.

C. The extent to which conditions upon which the zoning variation request is based are unique to the subject property <u>and</u> would not be applicable to other property within the same zoning classification.

D. Whether the variation is based exclusively on a desire to increase the value of the property, the monetary gain to be realized from the property, or the ability to alleviate financial difficulty experienced by the petitioner when attempting to comply with the City's zoning regulations.

E. The detrimental impact, if any, to the public welfare, to other property, or to improvements in the immediate neighborhood which may result if the zoning variation is granted.

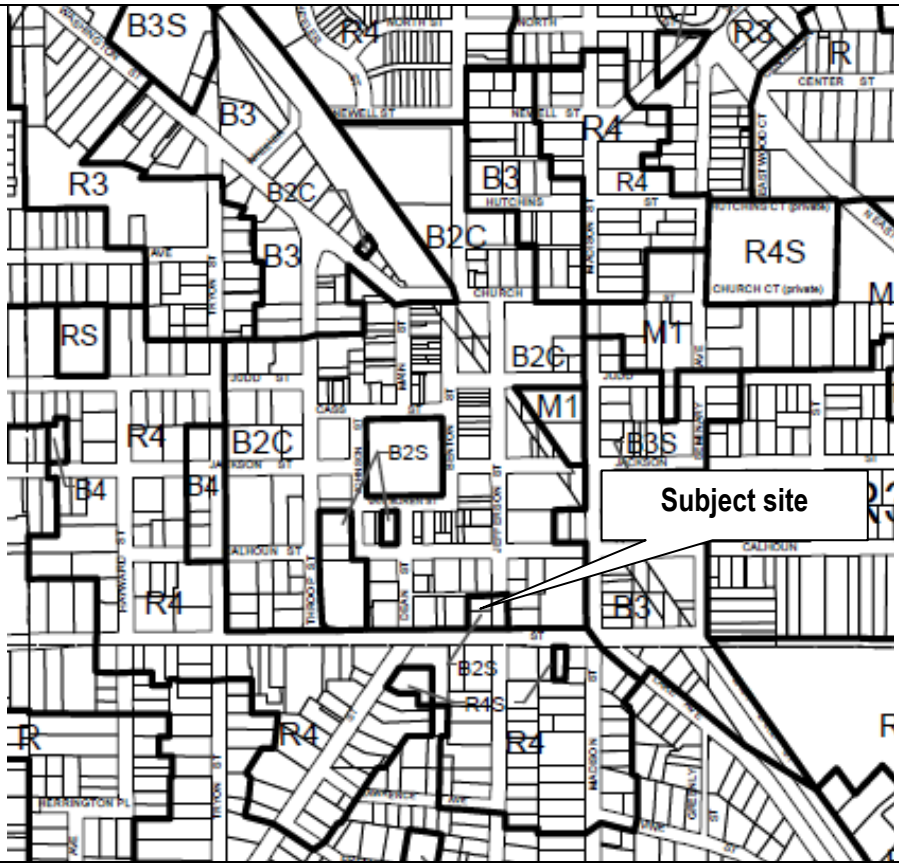
F. Whether or not the proposed zoning variation will impair the adequate supply of light and air to adjacent property, or substantially increase congestion in public streets, or endanger the public safety, or substantially diminish or impair property values in the neighborhood; and

G. That the zoning variation will not confer on the applicant any special privilege that is denied by these regulations to other lands, structures or buildings of the same zoning classification.

RECOMMENDATION: If the Zoning Board of Appeals agrees that the above criteria are met, a motion should be made recommending variations of Section 7B.3.1.E, Accessory Use Setback Standards, of the Woodstock Unified Development Ordinance, to allow a shed approximately 1.5 feet from the rear lot line

129 E. SOUTH STREET

ZONING AND LOCATION MAP



It is noted that although the zoning map shows the zoning as B2S, the Special Use for a gas station has expired, therefore, the underlying zoning is B2C.

2013 AERIAL MAP

MINUTES
CITY OF WOODSTOCK
ZONING BOARD OF APPEALS
July 13, 2015
City Council Chambers

A meeting of the City of Woodstock Zoning Board of Appeals was called to order at 7:00 PM by Chairman John Schuh on Monday, July 13, 2015 in the Council Chambers of Woodstock City Hall, 121 West Calhoun Street, Woodstock. A roll call was taken.

COMMISSION MEMBERS PRESENT: Timothy Huffar, Howard Rigsby Chairman John Schuh, Patrick Shea, Lawrence Winters

COMMISSION MEMBERS ABSENT: Richard Bellairs, Thomas Tierney

STAFF PRESENT: City Planner Nancy Baker

II. APPROVAL OF MINUTES:
Motion by T. Huffar, second by P. Shea, to approve the Minutes of the October 13, 2014 meeting of the Zoning Board of Appeals as presented. Ayes: P. Shea, L. Winters, T. Huffar, Chairman Schuh, T. Tierney. Nays: None. Absent: R. Bellairs, T. Tierney. Abstentions: None. Motion carried.

III. PUBLIC COMMENT:
There was no public comment.

IV. ELECTION OF VICE CHAIRMAN
Motion by T. Huffar, second by H. Rigsby to elect P. Shea as Vice-Chairman for the Zoning Board of Appeals. Ayes: P. Shea, L. Winters, T. Huffar, Chairman Schuh, T. Tierney. Nays: None. Absent: R. Bellairs, T. Tierney. Abstentions: None. Motion carried.

V. PUBLIC HEARING--

A. 129 E. South Street—Variation of rear yard setback for a shed
Chairman Schuh opened the public hearing for 129 E. South Street and swore in petitioner Michael Stanard, 1524 Hillside Drive, Woodstock. Mr. Stanard stated that his wife is the owner of the property and he is the tenant. The property was formerly a gas station. After acquiring the property and remodeling it for his design studio, he realized he needed storage space and had a shed constructed behind the building. The shed is 1.5 feet too close to the property line.

Chairman Schuh asked neighbors were notified and if he had received any negative comments. Mr. Stanard responded that neighbors were notified and that he has amicably worked out differences with his neighbor to the north. At Chairman Schuh's request, Mr. Standard said he email copies of his correspondence with the neighbor to be included in the file.

Chairman Schuh asked if there was anyone with comments or objections and noted that there was no objectors present.

T. Huffar asked if the shed is attached to the principal building. Mr. Standard confirmed that it is free-standing.

H. Rigsby if vehicles were able to drive through behind the building prior to construction of the shed. Mr. Standard stated that there is an existing driveway that is about 30 feet long but it terminates before the shed. H. Rigsby asked if the additional encroachment blocks anything. Mr. Standard stated that the shed does not block anything and that the dumpster belongs to the neighboring property. He further explained that the dumpster location initially caused confusion but he has resolved the location with his neighbor.

L. Winter asked when the shed was built. Mr. Stanard said it was approximately two years ago. L.Winter commented that without a variation, there are three options: tear it down, move it, or rebuild it. Mr. Standard explained that the present location was selected because it was the least visible and relocating the shed would be a much less attractive solution.

There being no further comments, Chairman Schuh closed the hearing and the Zoning Board completed the Findings of Fact. A copy of the Findings of Fact is attached to these minutes.

Motion by T. Huffar, second by H. Rigsby to approve the variation request as presented. Ayes: P. Shea, L. Winters, T. Huffar, Chairman Schuh, T. Tierney. Nays: None. Absent: R. Bellairs, T. Tierney. Abstentions: None. Motion carried.

B. 2241 Sweetwater Drive—Variation or rear yard setback to allow a screened porch.

Chairman Schuh called the meeting to order and swore in petitioners Robert and Cindy Ridley who reside at 2241 Sweetwater Drive.

Ms. Ridley explained that when they were looking for a home they liked the Sweetwater Subdivisions and one of the homes they looked had a screened porch. It was not until after they purchased what they hope will be their "forever home" that they realized there was a setback issue with the home they purchase. Their home was a former ranch model and occupies more of the lot than many homes in the subdivision.

Chairman Schuh asked if the pond behind them is a retention pond or a detention pond. Mr. Ridley stated it is a detention pond—there is always water in it.

P. Shea noted that there have been setback concerns in this subdivision before because of the small lot sizes. Ms. Ridley responded that they could actually build further out with a deck without needing a variation of the setback requirement.

L. Winters noted that there is no one behind them who will be impacted by the screened porch.

In response to a question regarding HOA requirements, Mr. Ridley said they have not contacted the HOA with specific plans but they plan to do so. N. Baker confirmed that the HOA is aware of the request based on a phone call she received from the Association president. The president did not offer an opinion regarding the request and was not present at the hearing.

Ms. Ridley provided Zoning Board with a photo of the design concept they have in mind.

Kathy Pemberton, 3116 Hidden Lakes Dr., was sworn in. Mrs. Pemberton testified that she was with her daughter when they looked at homes and that another home had a screened porch. She stated that her daughter and son in law had improved the home significantly since they purchased it and that the porch will be very attractive and a big home improvement.

There being no further comments, Chairman Schuh closed the hearing at 7:27. The Findings of Fact were completed by the Zoning Board of Appeals and are attached to these minutes.

Motion by H. Rigsby to approved the variation, second by L. Winters. Ayes: P. Shea, L. Winters, T. Huffar, Chairman Schuh, T. Tierney. Nays: None. Absent: R. Bellairs, T. Tierney. Abstentions: None. Motion carried.

ADJOURNMENT

Motion by L. Winters, second by H. Rigsby to adjourn the July 13, 2015 Zoning Board of Appeals meeting at 7:30 p.m. Ayes: P. Shea, L. Winters, T. Huffar, Chairman Schuh, T. Tierney. Nays: None. Absent: R. Bellairs, T. Tierney. Abstentions: None. Motion carried.

Respectfully Submitted,

_____

Nancy Baker, City Planner

Zoning Board of Appeals 7-13-15—129 E. South Street

The Zoning Board of Appeals shall complete the enclosed form, which will be included with the Findings of Fact Report submitted to the City Council.

Request: Variation from the provisions of the Woodstock Unified Development Ordinance, Section 7B.3.1.E, Accessory Use Setback Standards, to allow a shed approximately 1.5 feet from the rear lot line.

Section 7.3.5 states that the Board may determine and recommend to the City Council a variation of the regulations of Ordinance when it finds:	**Yes or No**	**Comments**
1. The particular surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations was carried out;	Huffar, Rigsby, Schuh, Shea—yes; Winters--no	
2. The conditions upon which the petition for a variation are based are unique to the property for which the variation is sought and are not applicable, generally to the other property with the same zoning classification;	All yes	
3. The purpose of the variation is not based exclusively upon a desire to increase the monetary gain realized from the property or to alleviate financial difficulty experienced by the petitioner in the attempt to comply with the provisions of this Ordinance;	All yes	
4. The alleged difficulty or hardship is caused by the application of this Ordinance and has not been created by any person presently having an interest in the property;	All yes	
5. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located;	All yes	
6. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets or increase the danger of fire, or endanger the public safety or substantially diminish or impair property values with the adjacent neighborhood;	All yes	
7. That the granting of the variation requested will not confer on the applicant any special privilege that is denied by the Ordinance to other lands, structures or buildings of the same district.	All yes	

ORDINANCE NUMBER 15-O-_____

**AN ORDINANCE VARYING PROVISIONS OF
THE WOODSTOCK UNIFIED DEVELOPMENT ORDINANCE
FOR PROPERTY AT 129 E. SOUTH STREET**

Be it ordained by the Mayor and City Council of the City of Woodstock, McHenry County, Illinois, as follows:

Section One. That, Section 7B.3.1.E, Accessory Use Setback Standards, of the Woodstock Unified Development Ordinance is varied to allow a shed 1.5 feet from the rear lot line on property legally described as follows:

> The South 70 feet of Lot 10 and the East 2 rods of the South 70 feet of Lot 9 in Block 20 of the Original Plat of Woodstock, formerly known as Centerville, a Subdivision of part of the Southwest Quarter of the Southwest Quarter of Section 5, Township 44 North, Range 7 East of the Third Principal Meridian, according to the plat thereof recorded June 10, 1844, in Book D of Deeds, Page 201, situated in McHenry County Illinois.

Section Two. That the Zoning Board of Appeals on July 13, 2015 conducted a required public hearing on said variation and recommended to the City Council that it be approved.

Section Three. That this ordinance shall be known as Ordinance Number 15-O-_____ and shall be in full force and effect upon its passage and approval as provided by law.

Section Four. Any ordinances or parts thereof or any regulations in conflict with this ordinance are hereby repealed to the extent of such conflict.

APPROVED AND PASSED by the City Council of the City of Woodstock, McHenry County, Illinois, this _____ day of _____, 2015.

Ayes:
Nays:
Abstentions:
Absentees:

_____
Mayor Brian Sager, Ph.D.

Attest:

_____
City Clerk Cindy Smiley

City of WOODSTOCK
Department of Building and Zoning
121 W. Calhoun Street
Woodstock, Illinois 60098

phone 815.338.4305
fax 815.334.2267
nbaker@woodstockil.gov
www.woodstockil.gov

MEMORANDUM

DATE: July 16, 2015

TO: Roscoe Stelford, City Manager

FROM: Nancy Baker, City Planner

ZONING VARATION AT 2241 SWEETWATER DRIVE

Robert and Cindy Ridley, owners of the property at 2241 Sweetwater Drive are seeking approval of a variation of Section 7A.3, Bulk and Area Requirements, of the Woodstock Unified Development Ordinance, to allow a screened porch to extend ten feet into the rear yard setback as established by the Sweetwater Planned Development, Final Plat of Subdivision, Phase 1.

The subject property is improved with a one-story, owner-occupied, single-family residence. The property is zoned R PUD (single-family residential). It is surrounded by single-family residences on three sides and a detention pond to the rear.

The Unified Development Ordinance specifies that if the setbacks shown on the final plat of subdivision are different than those specified in the Ordinance, the approved plat of subdivision controls the setback. In this case, the approved plat establishes a 20-foot rear yard setback. Decks are allowed to encroach in a rear yard setback up to 5 feet from the rear lot line. Screened rooms, gazebos, etc. are allowed in a rear yard setback; however, enclosed and covered structures which are attached to a residence must meet the same setback as the principal structure. The screened porch will comply with all other zoning regulations.

The Zoning Board of Appeals conducted a public hearing on the proposed variations on July 13, 2015. There were no objectors present. After the conclusion of the hearing and the completion of a findings of fact, a motion to recommend approval of the zoning variation passed (*vote of 5 yes; 0 no; 2 absent).*

A copy of the applicant's petition and exhibits, along with a copy of the Community Development Report prepared for this request is attached. A copy of the minutes from the Zoning Board of Appeals meeting is also attached.

Based on the action of the Zoning Board of Appeals, as well as the evidence furnished at the hearing, it is recommended that the City Council adopt Document Number ____3____, consisting of an Ordinance varying Section 7A.3 Bulk and Area Standards, of the Unified Development Ordinance to allow the construction of a 12' by 19' screened porch addition to extend 10 feet into the required rear yard setback.

Reviewed and Approved by:

Roscoe C. Stelford III

City Manager

CITY OF WOODSTOCK

APPLICATION FOR A VARIANCE

To the Zoning Board of Appeals:

1. Common Address of the Property 2241 Sweetwater Drive

2. Statement of Ownership (list legal name, address of the property owners and state how long they have owned the property.)

Robert and Cindy Ridley – Since April 23rd, 2015
2241 Sweetwater Drive
Woodstock, IL 60098

3. Applicant (list name of the applicant if different from the owner and state the interest of the applicant in the property. Also state when his or her interest was acquired.)

4. State the legal description of the property or attach a legible copy.

See Attached plat of survey

5. State the specific variation (s) requested including Unified Development Ordinance section numbers. Include the ordinance requirement and the proposed request.

Variation of section 7A.3, Bulk and Area Standards to allow a 12' x 19' screened porch to within 10 feet of the rear lot line.

6. State in detail the reasons for the requested variation by answering the following questions. If additional space is needed, attach extra pages to the application.

What features of the property prevent it from being used for the uses permitted by the zoning classification? Check all that apply and explain why they apply. Give dimensions where appropriate.

- [ ] Too narrow
- [x] Too small
- [x] Too shallow
- [ ] Soil
- [x] Other
- [ ] Elevation
- [ ] Slope
- [ ] Shape
- [ ] Subsurface

How do the above conditions prevent reasonable use of the property under the terms of the Woodstock Unified Development Ordinance?

The setbacks created prevent us from using our home and its property to its highest and best use.

Was the hardship created by anyone who had an interest (ownership) in the property after the Zoning Ordinance was enacted ; is the hardship self-imposed?

No

Are the conditions for which you request a variance unique to your property?

Our ranch home takes up a great amount of the yard in comparison to both neighbors next door leaving us with less yard and the restriction/setbacks currently keep us from building a screened porch.

Are the conditions of the property the result of other man-made conditions (such as the relocation of a road?)

No

Is the requested variation the minimum variation that will make possible the reasonable use of the land, buildings, or structure.

Yes the requested minimum variation will make it possible to build a screened porch to maximize the home and property to its highest and best use.

CERTIFICATION

I/We certify that all of the information submitted as part of this application is true and correct to the best of my/our knowledge and belief:

Signature of property owner	Cindy P Ridley Print name of property owner
Signature of property owner	Robert B Ridley Print name of property owner
Signature of applicant If different than property owner	Print name of applicant
Signature of applicant If different than property owner	Print name of applicant

BENEFICIAL INTEREST DISCLOSURE
(FOR PROPERTY HELD IN TRUST)

This disclosure is made in compliance with the requirements of Act 404/2, Chapter 765 of the Official Illinois Compiled Statutes.

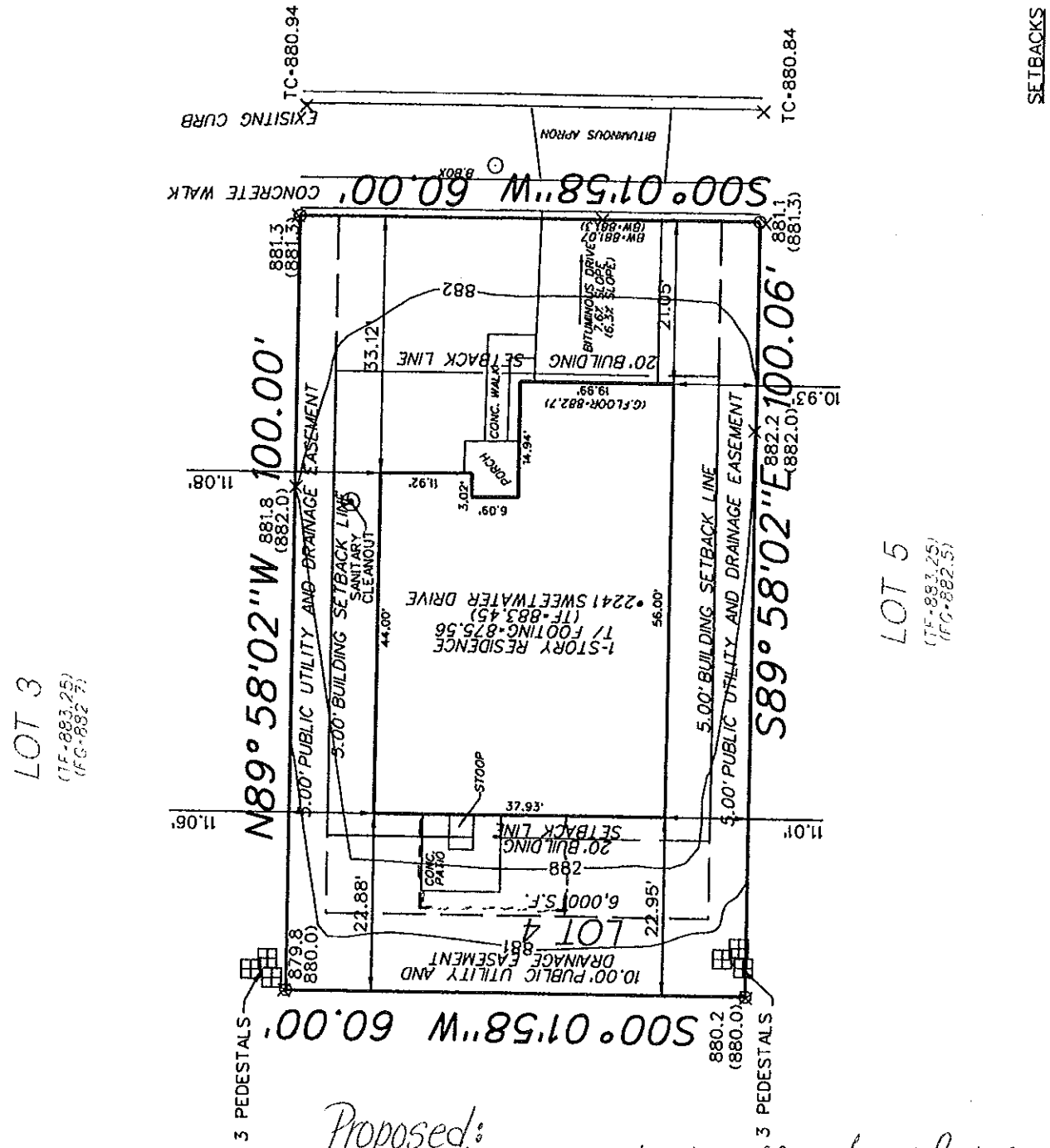
The undersigned states that he/she is the holder of _____percent interest in Trust No. _____ at the _____.

Name of beneficiary_____

Address of beneficiary_____

Signature of beneficiary_____

Date _____

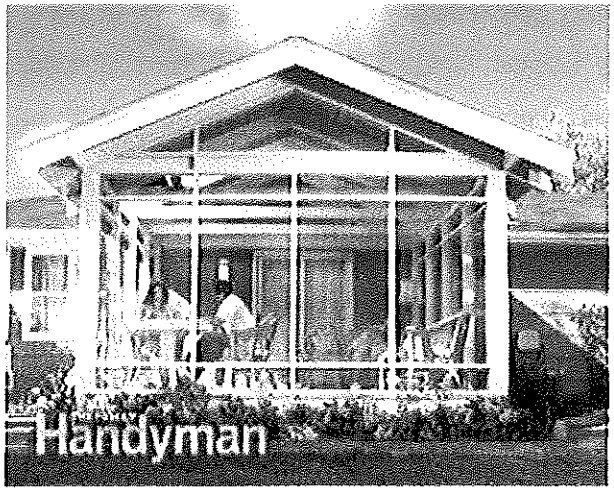


Proposed:
Screened in porch built off a deck frame
approximately 12' x 19'

Variance on 20' building set back line
within 10' public utility and drainage easement

Step-by-Step

Roll up your sleeves!



1 of 2

WOODSTOCK ZONING BOARD OF APPEALS
COMMUNITY DEVELOPMENT REPORT: ZBA-07-02-15
July 6, 2015

PROJECT NAME: 2241 Sweetwater Drive

GENERAL BACKGROUND INFORMATION

Owner: **Robert and Cindy Ridley**
2241 Sweetwater Drive
Woodstock

REQUEST: This appeal is requested from provisions of the Woodstock Unified Development Ordinance, Section 7A.3, Bulk and Area Standards, to allow a 12' x 19' screened porch within 10 feet of a rear lot line.

EXISTING ZONING AND LAND USE OF SUBJECT PARCEL: The property in question is zoned R (single family residential) PUD and is utilized as a single family residence.

ADJACENT ZONING AND LAND USE: The property is surrounded by R PUD zoning with single family residential uses to the north, south and east and a detention pond to the west.

ANALYSIS: Based on the Sweetwater Final Plat of Subdivision, Phase 1, the Unified Development Ordinance establishes 20 ft. rear yard setback for principal structures. Though a deck must be at least 5 feet from the rear lot line, a covered porch is required to meet same 20 ft. setback as the residence.

The proposed porch meets all other Bulk and Area requirements of the Unified Development Ordinance and does not encroach into the public utility and drainage easement.

UNIFIED DEVELOPMENT ORDINANCE GUIDANCE: Section 4.5.7 states that zoning variations may be approved after a finding that the following approval criteria have been addressed.

A. The extent to which particular physical surroundings, shape, or topography of the subject property results in practical difficulty or hardship upon the owner, as distinguished from a mere inconvenience if the strict letter of the zoning regulations are carried out.

B. The extent that the alleged difficulty or hardship is caused by the application of these zoning regulations and has not been created by any person having an interest in the property.

C. The extent to which conditions upon which the zoning variation request is based are unique to the subject property <u>and</u> would not be applicable to other property within the same zoning classification.

D. Whether the variation is based exclusively on a desire to increase the value of the property, the monetary gain to be realized from the property, or the ability to alleviate financial difficulty experienced by the petitioner when attempting to comply with the City's zoning regulations.

E. The detrimental impact, if any, to the public welfare, to other property, or to improvements in the immediate neighborhood which may result if the zoning variation is granted.

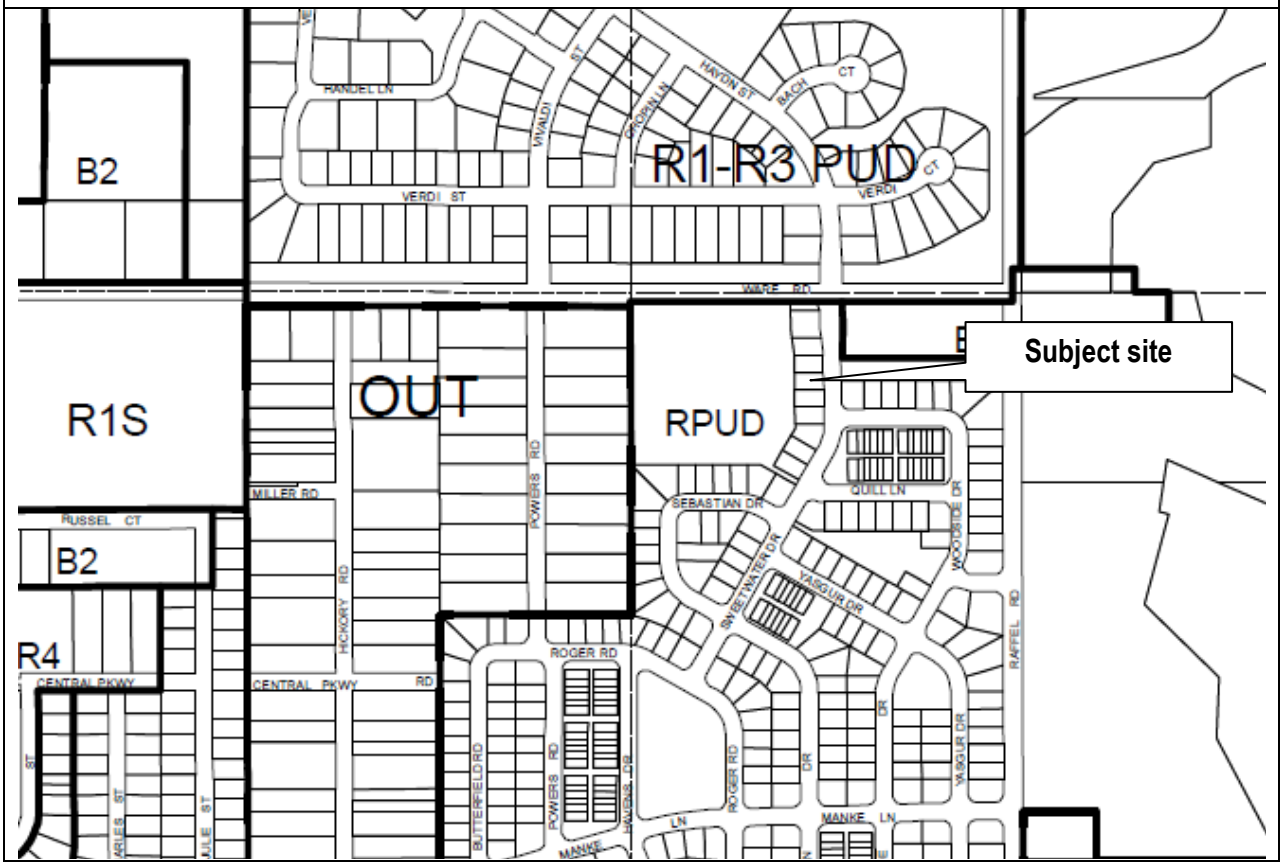
F. Whether or not the proposed zoning variation will impair the adequate supply of light and air to adjacent property, or substantially increase congestion in public streets, or endanger the public safety, or substantially diminish or impair property values in the neighborhood; and

G. That the zoning variation will not confer on the applicant any special privilege that is denied by these regulations to other lands, structures or buildings of the same zoning classification.

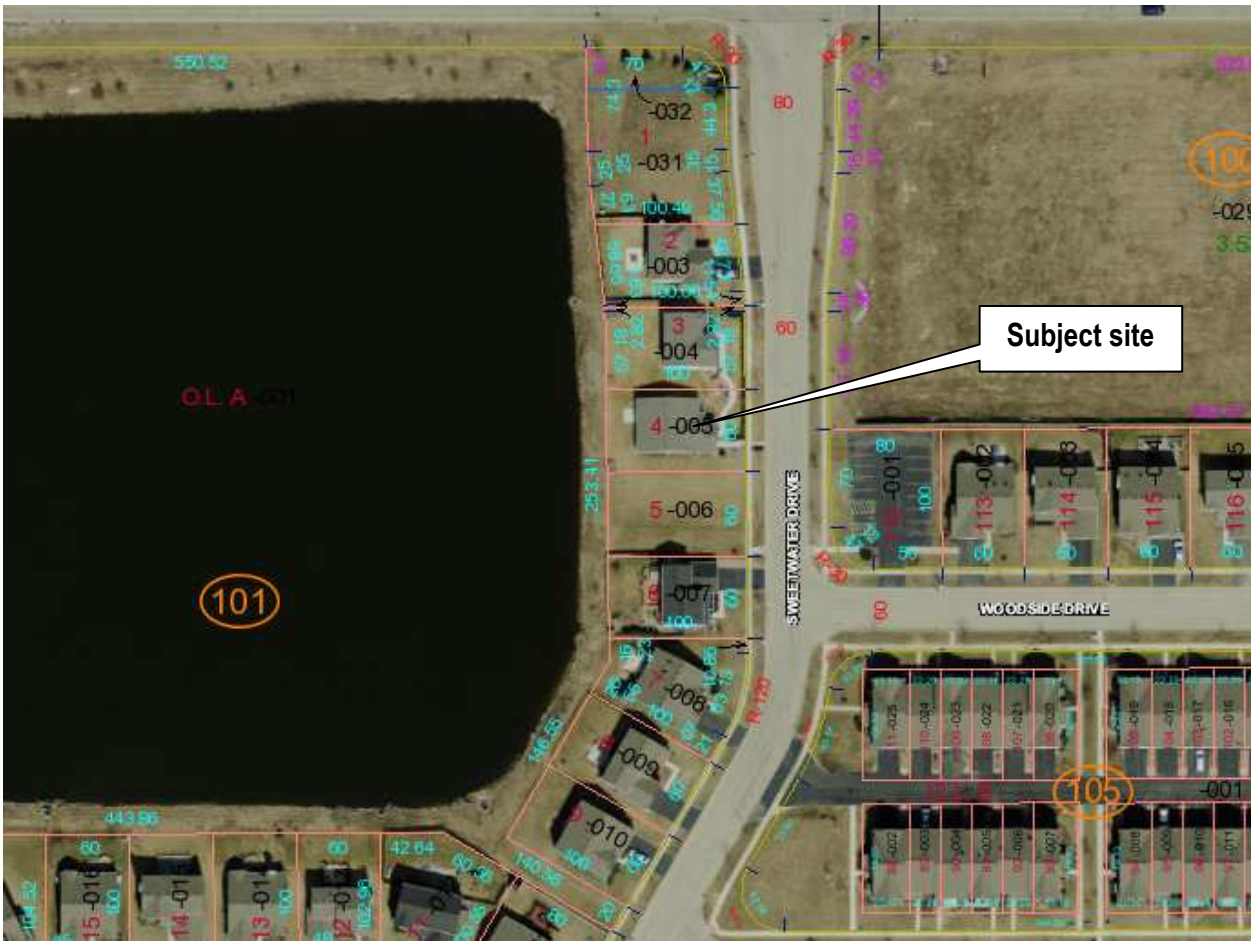
RECOMMENDATION: If the Zoning Board of Appeals agrees that the above criteria are met, a motion should be made recommending variations of Section 7A.3, Bulk and Area Standards, of the Woodstock Unified Development Ordinance to allow a 12' x 19' screened porch within 10 feet of a rear lot line.

2241 SWEETWATER DRIVE

ZONING AND LOCATION MAP



2013 AERIAL MAP



MINUTES
CITY OF WOODSTOCK
ZONING BOARD OF APPEALS
July 13, 2015
City Council Chambers

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COMMISSION MEMBERS PRESENT: Timothy Huffar, Howard Rigsby Chairman John Schuh, Patrick Shea, Lawrence Winters

COMMISSION MEMBERS ABSENT: Richard Bellairs, Thomas Tierney

STAFF PRESENT: City Planner Nancy Baker

II. APPROVAL OF MINUTES:
Motion by T. Huffar, second by P. Shea, to approve the Minutes of the October 13, 2014 meeting of the Zoning Board of Appeals as presented. Ayes: P. Shea, L. Winters, T. Huffar, Chairman Schuh, T. Tierney. Nays: None. Absent: R. Bellairs, T. Tierney. Abstentions: None. Motion carried.

III. PUBLIC COMMENT:
There was no public comment.

IV. ELECTION OF VICE CHAIRMAN
Motion by T. Huffar, second by H. Rigsby to elect P. Shea as Vice-Chairman for the Zoning Board of Appeals. Ayes: P. Shea, L. Winters, T. Huffar, Chairman Schuh, T. Tierney. Nays: None. Absent: R. Bellairs, T. Tierney. Abstentions: None. Motion carried.

V. PUBLIC HEARING--

A. 129 E. South Street—Variation of rear yard setback for a shed
Chairman Schuh opened the public hearing for 129 E. South Street and swore in petitioner Michael Stanard, 1524 Hillside Drive, Woodstock. Mr. Stanard stated that his wife is the owner of the property and he is the tenant. The property was formerly a gas station. After acquiring the property and remodeling it for his design studio, he realized he needed storage space and had a shed constructed behind the building. The shed is 1.5 feet too close to the property line.

Chairman Schuh asked neighbors were notified and if he had received any negative comments. Mr. Stanard responded that neighbors were notified and that he has amicably worked out differences with his neighbor to the north. At Chairman Schuh's request, Mr. Standard said he email copies of his correspondence with the neighbor to be included in the file.

Chairman Schuh asked if there was anyone with comments or objections and noted that there was no objectors present.

T. Huffar asked if the shed is attached to the principal building. Mr. Standard confirmed that it is free-standing.

H. Rigsby if vehicles were able to drive through behind the building prior to construction of the shed. Mr. Standard stated that there is an existing driveway that is about 30 feet long but it terminates before the shed. H. Rigsby asked if the additional encroachment blocks anything. Mr. Standard stated that the shed does not block anything and that the dumpster belongs to the neighboring property. He further explained that the dumpster location initially caused confusion but he has resolved the location with his neighbor.

L. Winter asked when the shed was built. Mr. Stanard said it was approximately two years ago. L.Winter commented that without a variation, there are three options: tear it down, move it, or rebuild it. Mr. Standard explained that the present location was selected because it was the least visible and relocating the shed would be a much less attractive solution.

There being no further comments, Chairman Schuh closed the hearing and the Zoning Board completed the Findings of Fact. A copy of the Findings of Fact is attached to these minutes.

Motion by T. Huffar, second by H. Rigsby to approve the variation request as presented. Ayes: P. Shea, L. Winters, T. Huffar, Chairman Schuh, T. Tierney. Nays: None. Absent: R. Bellairs, T. Tierney. Abstentions: None. Motion carried.

B. 2241 Sweetwater Drive—Variation or rear yard setback to allow a screened porch.

Chairman Schuh called the meeting to order and swore in petitioners Robert and Cindy Ridley who reside at 2241 Sweetwater Drive.

Ms. Ridley explained that when they were looking for a home they liked the Sweetwater Subdivisions and one of the homes they looked had a screened porch. It was not until after they purchased what they hope will be their "forever home" that they realized there was a setback issue with the home they purchase. Their home was a former ranch model and occupies more of the lot than many homes in the subdivision.

Chairman Schuh asked if the pond behind them is a retention pond or a detention pond. Mr. Ridley stated it is a detention pond—there is always water in it.

P. Shea noted that there have been setback concerns in this subdivision before because of the small lot sizes. Ms. Ridley responded that they could actually build further out with a deck without needing a variation of the setback requirement.

L. Winters noted that there is no one behind them who will be impacted by the screened porch.

In response to a question regarding HOA requirements, Mr. Ridley said they have not contacted the HOA with specific plans but they plan to do so. N. Baker confirmed that the HOA is aware of the request based on a phone call she received from the Association president. The president did not offer an opinion regarding the request and was not present at the hearing.

Ms. Ridley provided Zoning Board with a photo of the design concept they have in mind.

Kathy Pemberton, 3116 Hidden Lakes Dr., was sworn in. Mrs. Pemberton testified that she was with her daughter when they looked at homes and that another home had a screened porch. She stated that her daughter and son in law had improved the home significantly since they purchased it and that the porch will be very attractive and a big home improvement.

There being no further comments, Chairman Schuh closed the hearing at 7:27. The Findings of Fact were completed by the Zoning Board of Appeals and are attached to these minutes.

Motion by H. Rigsby to approved the variation, second by L. Winters. Ayes: P. Shea, L. Winters, T. Huffar, Chairman Schuh, T. Tierney. Nays: None. Absent: R. Bellairs, T. Tierney. Abstentions: None. Motion carried.

ADJOURNMENT

Motion by L. Winters, second by H. Rigsby to adjourn the July 13, 2015 Zoning Board of Appeals meeting at 7:30 p.m. Ayes: P. Shea, L. Winters, T. Huffar, Chairman Schuh, T. Tierney. Nays: None. Absent: R. Bellairs, T. Tierney. Abstentions: None. Motion carried.

Respectfully Submitted,

_____

Nancy Baker, City Planner

Zoning Board of Appeals 7/13/15—2241 Sweetwater Drive

The Zoning Board of Appeals shall complete the enclosed form, which will be included with the **Findings of Fact Report** submitted to the City Council.

Request: Variation from the provisions of the Woodstock Unified Development Ordinance, Section 7A.3, Bulk and Area Standards, to allow a 12' x 19' screened porch within 10 feet of a rear lot line.

Section 7.3.5 states that the Board may determine and recommend to the City Council a variation of the regulations of Ordinance when it finds:	**Yes or No**	**Comments**
1. The particular surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations was carried out;	Huffar, Winters—yes; Rigsby, Schuh, Shea--no	
2. The conditions upon which the petition for a variation are based are unique to the property for which the variation is sought and are not applicable, generally to the other property with the same zoning classification;	Huffar, Winters, Shea—yes; Rigsby, Schuh--no	
3. The purpose of the variation is not based exclusively upon a desire to increase the monetary gain realized from the property or to alleviate financial difficulty experienced by the petitioner in the attempt to comply with the provisions of this Ordinance;	All yes	
4. The alleged difficulty or hardship is caused by the application of this Ordinance and has not been created by any person presently having an interest in the property;	All yes	
5. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located;	All yes	
6. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets or increase the danger of fire, or endanger the public safety or substantially diminish or impair property values with the adjacent neighborhood;	All yes	
7. That the granting of the variation requested will not confer on the applicant any special privilege that is denied by the Ordinance to other lands, structures or buildings of the same district.	Huffar,—yes; Rigsby, Schuh, Shea, Winters--no	

ORDINANCE NUMBER 15-O-_____

**AN ORDINANCE VARYING PROVISIONS OF
THE WOODSTOCK UNIFIED DEVELOPMENT ORDINANCE
FOR PROPERTY AT 2241 SWEETWATER DRIVE**

Be it ordained by the Mayor and City Council of the City of Woodstock, McHenry County, Illinois, as follows:

Section One. That, Section 7A.3, Bulk and Area Standards, of the Woodstock Unified Development Ordinance is varied to allow the construction of a 12' x 19' screened porch within 10 feet of the rear lot line on property legally described as follows:

> Lot 4 in Sweetwater Planned Development Final Plat of Subdivision, Phase 1, being a subdivision of that part of the South 23 acres of the East Half of the Northeast Quarter of Section 32 and the West Half of the Northwest Quarter of Section 33, all in Township 45 North, Range 7 East of the Third Principal Meridian, according to the plat thereof recorded June 29, 2004 per Document Number 2004R0059433, in McHenry County, Illinois.

Section Two. That the Zoning Board of Appeals on July 13, 2015 conducted a required public hearing on said variation and recommended to the City Council that it be approved.

Section Three. That this ordinance shall be known as Ordinance Number 15-O-_____ and shall be in full force and effect upon its passage and approval as provided by law.

Section Four. Any ordinances or parts thereof or any regulations in conflict with this ordinance are hereby repealed to the extent of such conflict.

APPROVED AND PASSED by the City Council of the City of Woodstock, McHenry County, Illinois, this _____ day of _____, 2015.

Ayes:
Nays:
Abstentions:
Absentees:

_____
Mayor Brian Sager, Ph.D.

Attest:

_____
City Clerk Cindy Smiley

City of
WOODSTOCK

Department of Public Works
326 Washington Street
Woodstock, Illinois 60098

815/338-6118 ♦ Fax 815/334-2263
awilson@woodstockil.gov
www.woodstockil.gov

To: Roscoe Stelford, City Manager

From: Alan Wilson, City Engineer

Re: Award of Contract for the 2015 Pavement Marking Program

Date: July 21, 2015

Each year, the City hires a contractor to complete pavement marking maintenance on approximately 125 miles of City streets in order to aid in the safety of motorists and pedestrians. The contracted services include painting edge lines, centerline markings, crosswalks, stop bars, downtown parking stalls, public parking lots and special markings including arrows and turn lanes. In the approved FY15/16 MFT budget, line item # 12-00-5-580 includes $80,000 for contracted services to complete pavement marking maintenance.

Bid specifications were developed by HLR and approved by the Department of Public Works. The following bids were received on July 17, 2015 for the 2015 pavement marking program.

BIDDER	**BID AMOUNT**
Preform Traffic Control Systems, Ltd. (Elk Grove)	$ 90,961.91
Precision Pavement Markings, Inc. (Elgin)	$ 103,850.25

The unit prices quoted are consistent with the prices paid for similar work in 2012 through 2014. The low bidder, Preform Traffic Control Systems, Ltd. has been awarded this annual contract with the City for six consecutive years. The City is satisfied with the quality of their work. The level of cooperation with changes "in the field" have been trouble free and they have completed the previous maintenance work within the City's schedule. It is the City's intention to complete as much of the pavement marking as possible utilizing the $80,000 appropriated in the FY15/16 budget. Because the bid amount exceeds that which was budgeted, it is likely that some edge lines along streets with low traffic volume may be eliminated.

It is recommended that a contract for the 2015 pavement marking program be awarded to the low bidder, Preform Traffic Control Systems, Ltd. for an amount not-to-exceed $80,000. It is anticipated that this work will be completed prior to October 31, 2015 assuming favorable weather conditions.

Reviewed and Approved by:

Roscoe C. Stelford III

City Manager

City of
WOODSTOCK

Department of Public Works
326 Washington Street
Woodstock, Illinois 60098

815/338-6118 ♦ Fax 815/334-2263
awilson@woodstockil.gov
www.woodstockil.gov

To: Roscoe Stelford, City Manager

From: Alan Wilson, City Engineer

Re: Award of Contract for 2015 Crack Sealing Program

Date: July 21, 2015

In the FY15/16 budget, funds were approved to hire a contractor to perform crack sealing on various roads in order to reduce the amount of unsealed surface cracks that contribute to the shortening of the serviceable life of the pavement. Water infiltration and the effects of the freeze/thaw cycle cause unsealed cracks to expand and additional cracks to form on the pavement surface, which ultimately leads to premature pavement failure. Crack sealing work included the cleaning and removal of debris from existing cracks and the application of a hot, liquefied asphalt sealer to fill the crack and seal it off from further surface water infiltration.

In the MFT budget, line item 12-00-5-580 includes $50,000 for contracted services to complete crack sealing maintenance. The Department of Public Works prepared bid specifications for this project and solicited bids for the cleaning, routing and sealing of up to 71,000 lineal feet of cracks. This quantity was based on estimates to provide crack sealing to streets that have been resurfaced within the last 5 years. Based upon this fixed amount of crack sealing, the following bids were received on July 17, 2015:

BIDDER	LINEAL FOOT UNIT PRICES	TOTAL BID AMOUNT
Behm Pavement Maintenance, Inc. (Crystal Lake)	$0.470	$33,370.00
SKC Construction, Inc. (West Dundee)	$0.641	$45,511.00

The City received favorable bid prices through this bid process; with the lowest bid coming in $16,630 below the amount appropriated through this line item for crack sealing. Because crack sealing is proven to extend the service life of asphalt pavement (when applied correctly), it is recommended that the City use a portion of these funds to complete additional crack sealing using Behm Pavement Maintenance, Inc., in 2015. As a result, **it is recommended that the City approve a contract for crack sealing services to Behm Pavement Maintenance for an amount not to exceed $48,000 with all work completed based upon the unit price of $0.47/ lineal foot.** Work is expected to be completed prior to October 1, 2015 assuming favorable weather conditions.

Reviewed and Approved by:

Roscoe C. Stelford III

City Manager

City of WOODSTOCK

Woodstock Opera House
John Scharres, Director
121 Van Buren Street
Woodstock, Illinois 60098

phone 815.338.4212
fax 815.334.2287
operahouse@woodstockil.gov
www.woodstockil.gov

TO: Roscoe Stelford, City Manager

FROM: John Scharres, Opera House Director

DATE: July 24, 2015

RE: Waiver of Competitive Bids – Installation of Downtown Perimeter Lighting

At the February 3rd City Council meeting, a discussion ensued concerning the purchase and installation of LED lights to replace the existing perimeter lighting installed on the buildings throughout the downtown. Some of the Council members expressed concerns that the initial LED lights installed on the Stage Left Café and wrapped around the corner of the adjacent building down Johnson Street were too bright and looked more linear in appearance compared to the current system.

As a result, staff did conduct additional research to determine if new products were available which provided a greater distance between each LED node, but would still provide an encapsulated structure to ensure longevity and be visually unobtrusive. No new lighting products were currently available which would significantly modify the aesthetics of the proposed exterior lighting upgrades. However, Opera House staff did modify the existing lighting to utilize a dimmer to reduce the brightness of the lights. The Mayor and City Council members compared the brightness of the lights and at the April 21st meeting authorized the addition of dimmers to provide flexibility and control over the light output.

Project Details:

The downtown perimeter lighting, as currently proposed, would involve the replacement and installation of decorative lighting on over 80 building facades, encompassing the entire downtown business district. A map of the downtown has been attached as Exhibit A and uses a black line to indicate the building facades where the proposed perimeter lighting system would

NATIONAL TRUST for HISTORIC PRESERVATION®
DOZEN DISTINCTIVE DESTINATIONS 2007

be installed. As denoted, several new sections are being proposed that are currently not included in the existing perimeter lighting system to provide a unified appearance in the downtown district.

Once completed, this project will involve the installation of 4,000 linear feet of lighting totaling over 56,000 LEDs. The normal life expectancy of the LEDs is 50,000+ hours. At the current rate of usage (i.e., 70 days at 10 hours per day, or 700 hours per season), we would expect around 70 seasons of operation. At that point there wouldn't be actual burnouts, but rather a reduction in light output leading slowly to a noticeable reduction at 100,000 hours. The future light reduction could be counteracted by utilizing the proposed dimmers.

The entire system will be controlled with a state-of-the-art digital wireless mesh network allowing a single user to operate the entire perimeter lighting system from either a central or remote location. The completed system will have thirty-two control points, allowing independent operation of the various sections and providing the potential to offer custom lighting for other downtown festivals and events. Additional information concerning the digital exterior controls to be purchased from Exergy Controls has been attached as Exhibit B.

Proposed LED Lighting:

Opera House staff has utilized lighting designed and produced by Flexfire LEDs on the Stage Left Café and the adjacent building for demonstration purposes. We have found that Flexfire LEDs offer the highest quality components available. In addition, the LED strips are encapsulated in a UV-stabilized clear material that is completely water proof.

In response to the needs of our project, Flexfire developed a custom LED to match the color temperature of our downtown holiday lighting. Furthermore, Flexfire has also offered us a 20% discount on the purchase of materials needed for this project.

Perimeter Lighting Design:

Since the April 21st meeting, Opera House staff has been working with Mr. Butch Schnulle with Associated Electric. Mr. Schnulle has an extensive knowledge of the downtown and has worked in the vast majority of the buildings on and surrounding the Square. His knowledge has been invaluable and, if his firm is selected, would allow this project to proceed without the need for incurring additional electrical-engineering design costs.

Associated Electric has already worked with the Opera House staff to install the test display lighting and helped refine the processes. Mr. Schnulle has volunteered his time over the past eighteen months to research and design the new perimeter lighting's electrical supply layout and control systems. As previously mentioned, Associated Electric has exceptional knowledge and experience with all of the downtown electrical equipment and systems. They were also the company that installed the electrical wiring to supply power to the existing perimeter lighting system.

Due to the significant complexities associated with this project, using a qualified local contractor that is already familiar with the project and has experience with our installation methods is essential to being able to complete this project in time for the upcoming holiday season. Opera House staff would need to start work with the selected contractor within the next 60 days to complete the project.

Staff has already spent a significant number of hours over the past 24 months researching equipment, photographing and measuring buildings, developing custom installation techniques and designing the visual layout. The specific locations identified for each building expected to be included within the lighting project has also been provided for your review. All of the old lighting and associated wiring will be removed.

All of the work completed by staff to date would not be enough to proceed with a competitive bidding process. Without the local knowledge of Associated Electric, the City will need to hire an electrical engineer to design bid specifications and associated documents for the project to be placed out for competitive bid. This would delay the project's installation to the next holiday season and increase the associated costs.

In addition, due to the specific knowledge of the proposed contractor, the City Administration believes the costs can ultimately be reduced to complete the project, the actual installation will result in reduced disruption to our local businesses and the timeframe for installation will be shortened.

Proposed Costs:

Funding has been appropriated within the FY15/16 Budget for the replacement of the perimeter lighting system. Account 41-00-7-732, Perimeter Street Lighting Replacement account in the Tax Increment Financing Fund includes $170,000 for the completion of this project. A quote from the City's preferred provider, Associated Electric, has been attached for your review. Associated Electric would provide labor for installation (with Opera House staff providing some assistance to reduce this costs), a lift rental to access the building facades, and the costs for the electric control devices. The Opera House staff will purchase all of the other components required to install the downtown perimeter lighting.

The costs anticipated to complete the renovation and upgrade of the existing lighting system is as follows:

Associated Electric:

Labor	$ 67,700
Electric Controls	29,500
Lift Rental	5,500
Subtotal – Associated Electric	$102,700

Flexfire:

LED Lights	$ 29,400

Miscellaneous:	
Aluminum Mounting Rails	$ 6,000
Power Supplies	4,700
Fasteners, sealants, tools and additional materials	6,000
Subtotal – Miscellaneous	$16,700
Total Project Costs	$148,800

Mr. Schnulle will be in attendance at the August 4th City Council meeting to address any questions concerning the installation and operation of the proposed perimeter lighting system.

Recommendation:

If City Council concurs, a motion to waive the competitive bid requirements and award a contract to Associated Electric for the installation of a downtown perimeter lighting system and associated electrical controls for a cost not to exceed $102,700 would be appropriate. In addition, the City Council authorizes the City Administration to purchase the appropriate LED lighting materials from the sole-source provider Flexfire LED for a cost of $29,400.

A waiver of competitive bids does require a 2/3 majority vote by the Corporate Authorities holding office.

Reviewed and Approved by:

Roscoe C. Stelford III

City Manager

ASSOCIATED
ELECTRICAL CONTRACTORS, LLC.

July 23, 2015

City of Woodstock
John Schear
121 West Calhoun Street
Woodstock, IL 60098

RE: New Square LED Lighting on Building
AEC Quote #Q121114-2R1

We are pleased to provide our quote for the electrical work to install light system on buildings around the Square, approximately 4,500' total as follows:

- Install supports for LED tape
- Install LED tape in supports
- Install connection strips between strips
- Install drivers for LED strips (66 total)
- Install weather proof junction box for drivers and wireless controllers (32 total)
- Install wireless antennas on building for signal (32 total)
- Install 120 volt power from closest source for each power supply box on building (based on 50' average run)
- Install master control unit in Opera House for control of system
- Install remote bypass switch for system bypass in Opera House
- Remove existing light strips and wiring while installing new
- Coordinate with city and building owners for installation
- Coordination of sidewalk close off and pedestrian traffic
- Work to be performed during normal working hours

FOR THE SUM OF: $67,700.00

Thank you for the opportunity to quote your above electrical needs. If you have any questions or need any further information, please feel free to contact me at your convenience.

Sincerely,
Associated Electrical Contractors, Inc.

Carl E. Schnulle
Project Manager

/kac

Please sign to accept
here:_____

P.O. Box 39 • Woodstock, IL 60098 • 815 / 337-6600 • Fax 815 / 337-6560

ASSOCIATED
ELECTRICAL CONTRACTORS, LLC.

July 23, 2015

City of Woodstock
John Schear
121 West Calhoun Street
Woodstock, IL 60098

RE: New Square LED Lighting on Building, Items to be Addressed
AEC Quote# Q072315-1

1) Any roof patching or painting
2) Coordination with property owners for connection of power agreement
3) Track ends and coupling by city Opera House
4) Power supplies for LED
5) LED drivers for strips
6) LED strip components
7) Old courthouse turret lighting
8) Lift rental

LIFT RENTAL:	**$ 5,500.00**
ENERGY CONTROL, PROGRAMMING, AT 32 POINTS	**$29,500.00**

Thank you for the opportunity to quote your above electrical needs. If you have any questions or need any further information, please feel free to contact me at your convenience.

Sincerely,
Associated Electrical Contractors, Inc.

Carl E. Schnulle
Project Manager

/kac

Please sign to accept
here:_____

P.O. Box 39 • Woodstock, IL 60098 • 815 / 337-6600 • Fax 815 / 337-6560

LIGHTING
CONTROLS
ENERGY
CONTRACT
LSR

Quote: PG15-137836-1

Quote

1830 Howard Street, Unit B
Elk Grove Village, IL 60007
Send quotes to: quotes@pilipufgrist.com
Send orders to: orders@pilipufgrist.com

Project: WOODSTOCK SQUARE - REVISED 7/23/15
Location:

From: Brad Winborne
Date: Jul 23, 2015

To: Carl (Butch) Schnulle
Associated Electrical Contractors

Bid Date Jul 23, 2015
Expires Aug 22, 2015

QTY	Type	MFG	Part	Price	ExtPrice
1		EXERGY	LIGHTING CONTROL SYSTEM PER ATTACHED BILL OF MATERIAL	$29,500.00	$29,500.00
			MASTER PLUS 32 REMOTES		
			SEE NOTE ON BILL OF MATERIAL CONCERNING DRIVER REQUIREMENTS		
				Total:	**$29,500.00**

Terms and conditions of sale:

1. QUOTE SUBJECT TO APPROVAL. NOT RESPONSIBLE FOR ERRORS OR OMISSIONS.
2. REQUESTED BALLAST MANUFACTURER QUOTED ONLY WHERE INDICATED.
3. ONLY OPTIONS LISTED ARE INCLUDED UNLESS OTHERWISE NOTED.
4. ALL UNIT PRICING BASED ON ORDERING COMPLETE PILIPUF-GRIST SPECIFIED PACKAGE.
5. ANY DEVIATION SUBJECT TO REQUOTE.
6. TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE.
7. STANDARD FINISHES QUOTED UNLESS OTHERWISE INDICATED.
8. ALL MATERIAL QUOTED WITH MANUFACTURERS STANDARD WARRANTIES.
9. ORDERS MUST INCLUDE ONE OF THE FOLLOWING: APPROVED DRAWINGS, WAIVER OF APPROVED DRAWINGS , OR INDICATE DRAWINGS NOT REQUIRED. IF NONE OF THE ABOVE IS STATED, ORDER WILL BE PROCESSED AS NO DRAWINGS REQUIRED / WAIVED.

Mfg Terms:

LIGHTING
CONTROLS
ENERGY
CONTRACT
LSR

Quote: PG15-137836-1

Quote

1830 Howard Street, Unit B
Elk Grove Village, IL 60007
Send quotes to: quotes@pilipufgrist.com
Send orders to: orders@pilipufgrist.com

Project: WOODSTOCK SQUARE - REVISED 7/23/15
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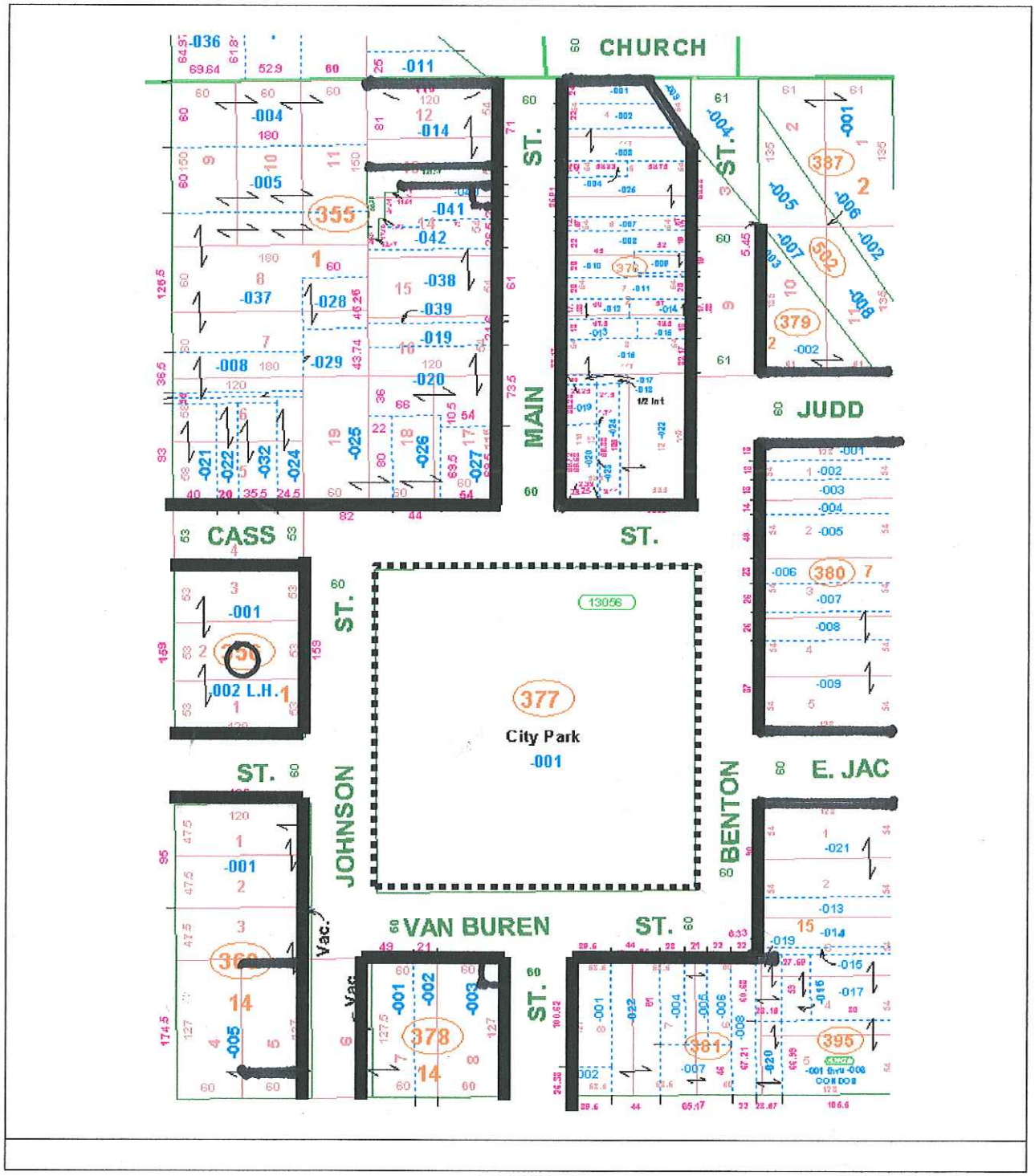
Mfg Terms:

Exhibit A


CHURCH
MAIN ST.
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CASS
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BENTON
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VAN BUREN ST.
City Park
-001
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380
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381
Vac.
1/2 Int
-002 L.H.

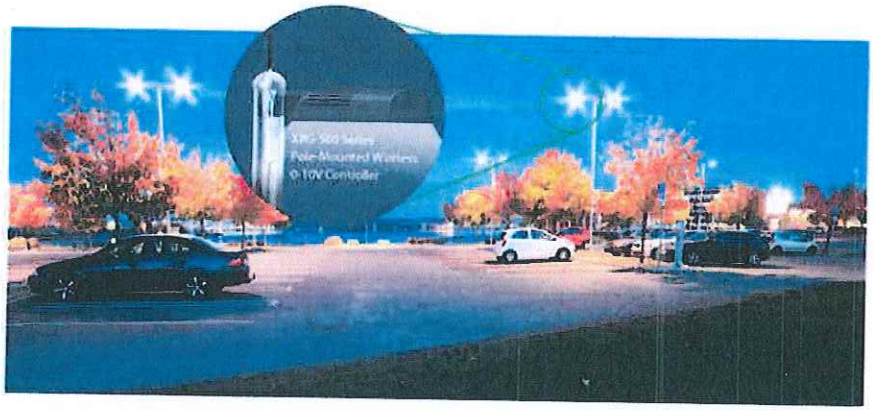
Exhibit B

Contact us: (562) 981-2127 - sales@exergycontrols.com

Digital Exterior System
Exterior Components

The Exergy System: Digital Exterior Controls

Exergy Controls provides individual management of exterior parking, walkway and roadway lighting fixtures.



Exergy's unique wireless "mesh" network creates a digital address for each light fixture, allowing them to be controlled individually or in groups. Outdoor lighting system performance can be tailored to switch or dim individual fixtures as traffic in parking and roadways diminish. Exterior fixtures can be managed independently or as part of a unified interior & exterior lighting control and management system.

Wireless Mesh Network

Exergy Controls digital technology ensures your lighting control and management system will, silently and effortlessly, deliver the sophistication and dependable performance demanded by today's complex facilities. Exergy Controls integrates wireless "Mesh" technology to deliver secure, reliable and infinitely expandable connectivity.

MESH NETWORK Based on IEEE 802.15.4 network standards, signals are distributed throughout this virtual network.

TRANSCEIVER Operating as a true network, each wireless node retransmits every received message, eliminating the need for direct communication with the XRG-1000.

RELIABLE While technologically state-of-the-art, this communications technology is extremely dependable and robust and has been used for many years by agencies such as NASA to communicate in extremely demanding environments.

SECURITY Cutting-edge 128-bit AES encryption (used to protect classified documents and systems) ensures your system stays exclusively under your control at all times.

EXPANDABILITY Without the constraint of wires, expansion is quick and easy. As demands dictate, a near limitless number of devices can be integrated into a single, easy to manage network.

Why Choose The Exergy System?

- California Title 24 Compliant
- Reduces energy costs by 40% to 65%
- Control interior and exterior lights
- Compatible with Major Browsers
- Testimonials and case studies available

Download

Digital Diming Ballast

Available through major ballast manufacturers, these premium-grade digital dimming ballasts are microchip controlled, providing the ultimate in lamp performance and control.

Contact us: (562) 981-2127 - sales@exergycontrols.com

System Components

XRG-500
In Pole Wireless 0-10V Dimming & Switching Controller

XRG-501
In Fixture Wireless 0-10V Dimming & Switching Controller

XRG-520
StandaloneDALI (Single wireless DALI Loop)

XRG-525
Quad-Ouput Wireless Relay Controller

XRG-1000
Digital Control Cabinet

XRG-DIM
Digital Interface Module

Wired System Components

XRG-200
Multi-Scene User Control Station

XRG-300
Ceiling Mounted Photo Sensor (XRG-DIM included)

XRG-400
Dual-Technology Occupancy Sensor (XRG-DIM included)

XRG-501-S
In Fixture 0-10V Dimming & Switching Controller

DALI Communication Bus

XRG-250
Multi-Scene User Control Station with Raise/Lower Paddle

XRG-320
Fixture Mounted Photo Sensor (XRG-DIM included)

XRG-410
Dual-Technology Occupancy Sensor (XRG-DIM included)

XRG-525-S
Quad-Output Relay Controller

Dimming Capabilities
Linear Sources – 100% down to 1%
Compact Fluor Sources – 100% down to 3%

Commissioning
Each ballast is individually programed with specific operating characteristics:

Maximum Level
Mimimum Level
Emergency Operation

Wireless Controllers

In conjunction with the time scheduling capability of the XRG-1000 system, users are able to manage their lighting loads as a unified system, providing superb operational flexibility. System architecture allows any fixture (either independently or in groups) to be switched on and off and set to specific dim levels automatically. The wireless controller fully supports encryption and interference avoidance, providing seamless 24/7 access to the fixture with the reliability of a wired system.

XRG-500 Series
Pole-Mounted Wireless Controller

The XRG-500 Series Pole-Mounted Wireless 0-10V Controller is a key part of the XRG-1000's robust outdoor subsystem. It is designed to be easily mounted within a parking lot, site or roadway light pole, providing independent on/off control of up to four 400w fixtures. Each controller can provide up to two independent 0-10v dimming channels.

XRG-501 Series
Fixture-Mounted Wireless Controller
The XRG-501 Fixture-Mounted Wireless 0-10V Controller is designed to be easily installed within an enclosure or lighting fixture, providing on/off control of any source up to 400 watts and dimming control via a 0-10v interface.

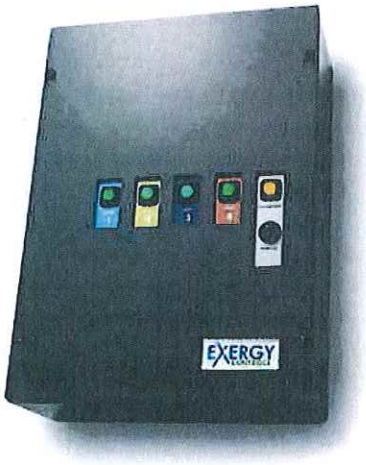
Some of Our Clients

FULLERTON Department of Veterans Affairs WELLS FARGO EDISON

Headquarters
4020 Long Beach Boulevard, 2nd Floor
Long Beach, CA 90807
Phone (562) 981-2127
sales@exergycontrols.com

XRG-1000

Digital Lighting Control Center
Wired and Wireless Networks for Interior and Exterior Fixtures



Overview

Exergy's networkable Digital Control Center enables comprehensive management of interior and exterior lighting systems using both wired and wireless communications. Cabinet communication processors allow for communication through a number of protocols, allowing Exergy's system to coordinate its operations with Building Management System (BMS). Networked into a building's existing Ethernet backbone, this powerful lighting control system manages and monitors a nearly unlimited number of lighting fixtures, switches, and sensors.

Peer to Peer design eliminates typical single-point-of-failure, ensuring stable and consistent system operation. Digital design allows for a true two-way communication with all fixtures and system devices, delivering real-time and historical information on every facet of system operation and energy usage. Powerful web-based software allows approved users access to their lighting systems from a PC, Mac, iPad, or any web-enabled device

Features

Digital Control Center simultaneously manages both wired and wireless networks

- Wired Networks
  - From one to four wired digital networks
    - Each network containing to 50 fixtures and 50 devices per network (250mA max)
- Wireless Networks
  - Up to 250 wireless controllers and/or wireless DALI networks
- Utilizes DALI (Digital Addressable Lighting Interface) international open-standard ballasts and control devices
- Multiple networks can be linked together using Ethernet communication
- Seamless communication between an unlimited number of digital networks

Exergy Control Center

- Runs on any web-enabled device PC, MAC, iPhone, iPad, Android, and more
- Comprehensive system control and monitoring for building managers
- Powerful post-installation data logging and system support
- Individual user control via simple-to-use Windows task bar icon

Digital Communication

- 2-wire low voltage communication bus for indoor systems
  - Polarity free
  - Topology-independent (daisy-chain, star, etc.)
  - Class I / Class II
- Mesh networked wireless digital communications
  - Secure bidirectional wireless mesh network
  - IEEE 802.15.4-based communication
  - 16-Channel Spread spectrum frequency agile wireless communication
  - Active data collision software manages information flow, ensuring complete data transfer
- Internet/Ethernet
  - Makes full use of a Local Area Network (LAN) connection to provide connectivity between control cabinets
  - Cellular broadband connections allow control of locations without hardwired internet access.
  - Allows Exergy personnel to provide remote support, such as troubleshooting, review system operation and aid in commissioning activities
- Dry contact closure input

Digital Monitoring and Input Devices

- Multi-button user control stations
- Digitally enhanced daylight harvesting photo sensors
- Digitally enhanced occupancy/vacancy sensors
- All switches and sensors are system programmable

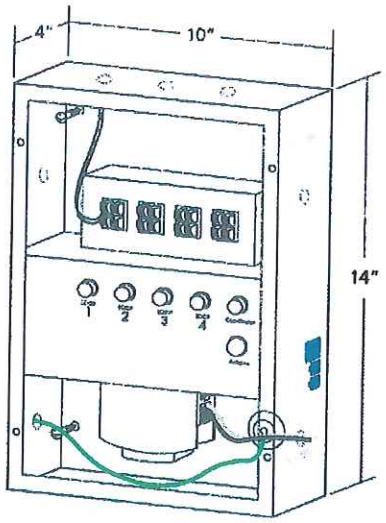
Exergy Controls, LLC
4020 Long Beach Blvd.
Long Beach, CA 90807
562 981 2127

XRG-1000

Digital Lighting Control Center
Wired and Wireless Networks for Interior and Exterior Fixtures

EXERGY® CONTROLS

Specifications



Physical
- Material
  - Housing and cover constructed of 16 and 18 GA steel
  - Computer circuitry fully enclosed in tamper-resistant compartment with 16 GA steel cover
- Finish
  - Black powder-coated steel

Digital Communication
- Class I / Class II Low Voltage for indoor systems
  - 200mA recommended load per digital loop (250mA maximum)
  - 4 terminal blocks per loop
    - Accepts #20-#16 AWG (solid)
- Wireless Communication
  - IEEE 802.15.4-based open standard
  - Automatic generation of mesh-enabled network
  - Automatic establishment of self-healing mesh-enabled networks
  - 2.4 GHz, 16 frequency (frequency agile) networks maintain consistent interference-free operation
  - 128-bit AES encryption
  - Interference-free operation

Ratings
- ETL approved under UL 508 (Industrial Control Equipment) for dry, indoor locations only.
- Ambient temperature: 32°F to 104°F (0°C to 40°C)
- All Exergy Controls® control components meet or exceed Title 24 efficiency standards and are listed with the California Energy Commission, where appropriate.

Electrical
- Primary Power
  - 120 VAC class-2 power supply rated at 40VA MAX

LAN and Internet Connectivity
- Autosensing 10/100 Base-T LAN and Internet connectivity directly into cabinet
- 128-bit hardware-assisted AES encryption
- Automatic network discovery of peer cabinets on LAN
- Allows integration of multiple control cabinets into one unified system
- Comprehensive web-based interface for configuration of network parameters
- Internet standards such as XML, SOAP, http, in addition to RS-232 and others
- Each XRG 1000 Digital Control Cabinet must be provided with a static IP address that is accessible from Exergy's offices.
  - Port 22, port 80, and port 443 must be open to TCP and UDP traffic. This connection is used to provide internet-based system monitoring, user control via web browser, data logging, and enables remote troubleshooting by authorized Exergy personnel.
- Each XRG-1000 must also be able to access all other XRG-1000's at the jobsite.

Warranty
- Three Years

Ordering Information

XRG-1000

Exergy Controls, LLC
4020 Long Beach Blvd.
Long Beach, CA 90807
562 981 2127

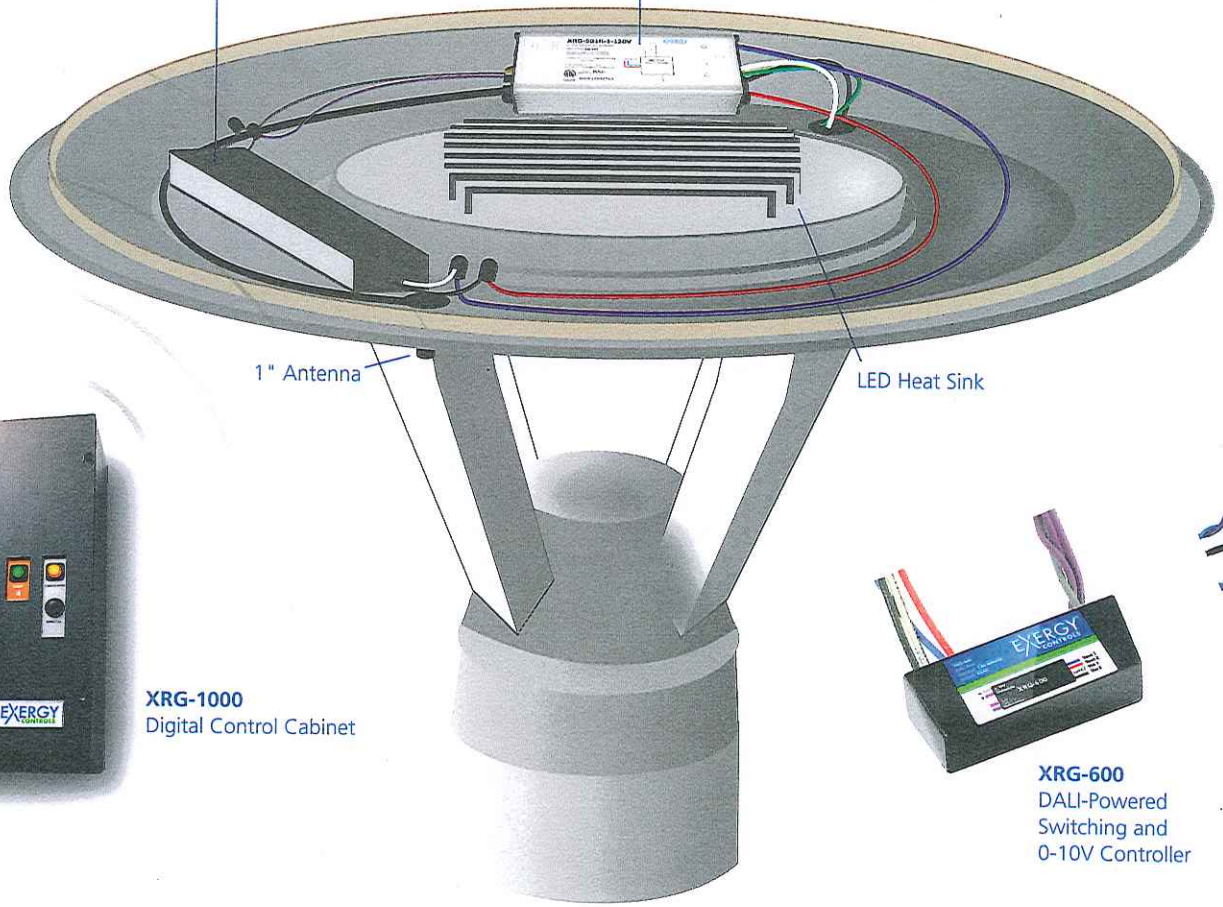
Services Provided After Successful Commissioning

Exergy Engineering personnel will be available to remotely (using customer provided 2-way internet connection) assist in reconfiguring system assignment to accommodate changes in space configuration, etc. for 1 year after shipment. This service is intended to assist the user(s) with tailoring light settings to meet personal requirements, and to help with adjustments to programming to accommodate minor changes to the office environment. This service does not include recommissioning.

Exergy Outdoor Components Installed at CSU Fullerton

XRG-501
In Fixture Wireless
0-10V Dimming
& Switching
Controller

XRG-500
In Pole Wireless
0-10V Dimming
& Switching
Controller



XRG-1000
Digital Control Cabinet

XRG-525
Quad-Output
Wireless Relay
Controller

XRG-600
DALI-Powered
Switching and
0-10V Controller

EXERGY CONTROLS

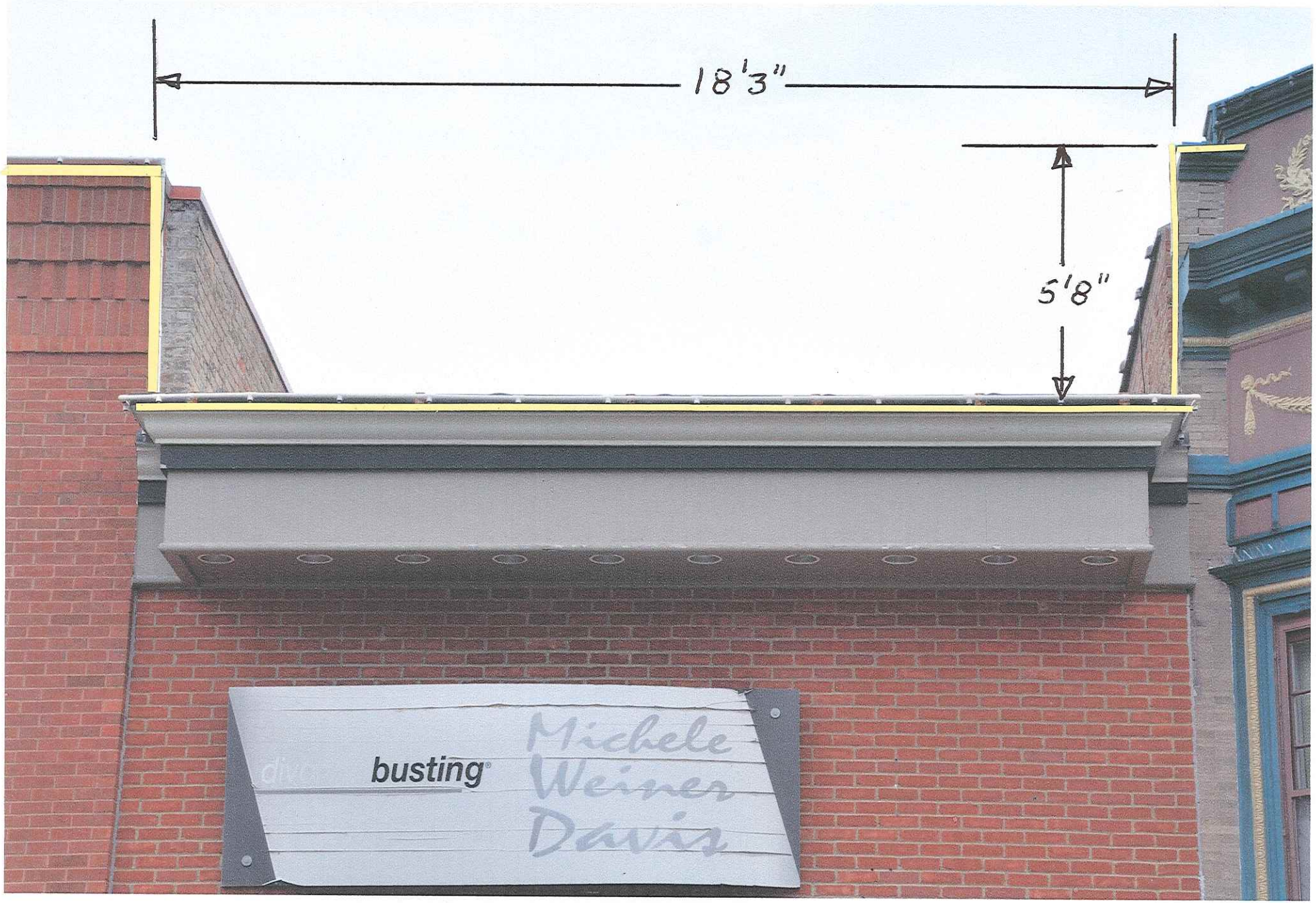
Exergy Controls
(562) 981-2127
exergycontrols.com

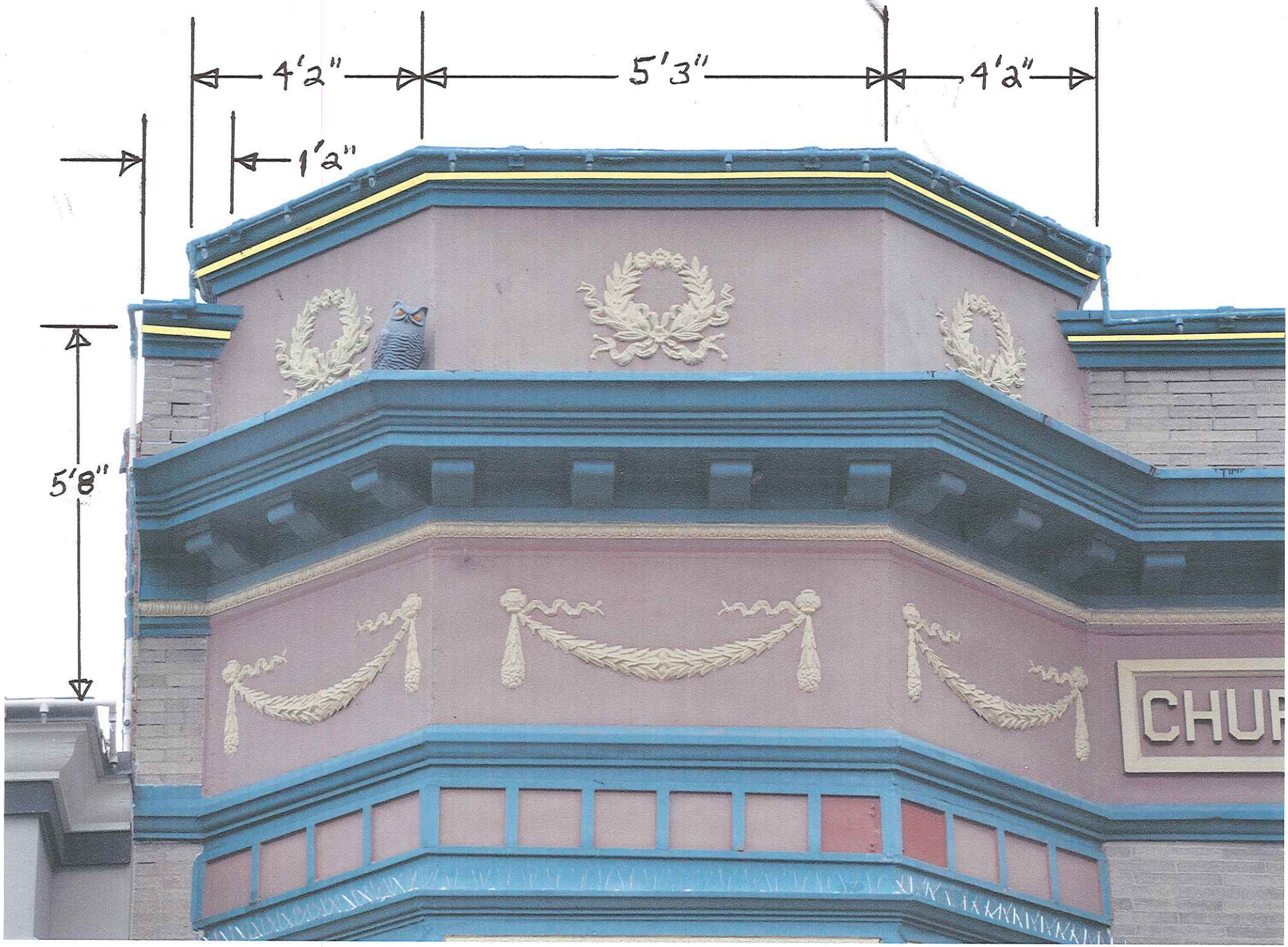
4020 Long Beach Boulevard
2nd Floor
Long Beach, CA 90807

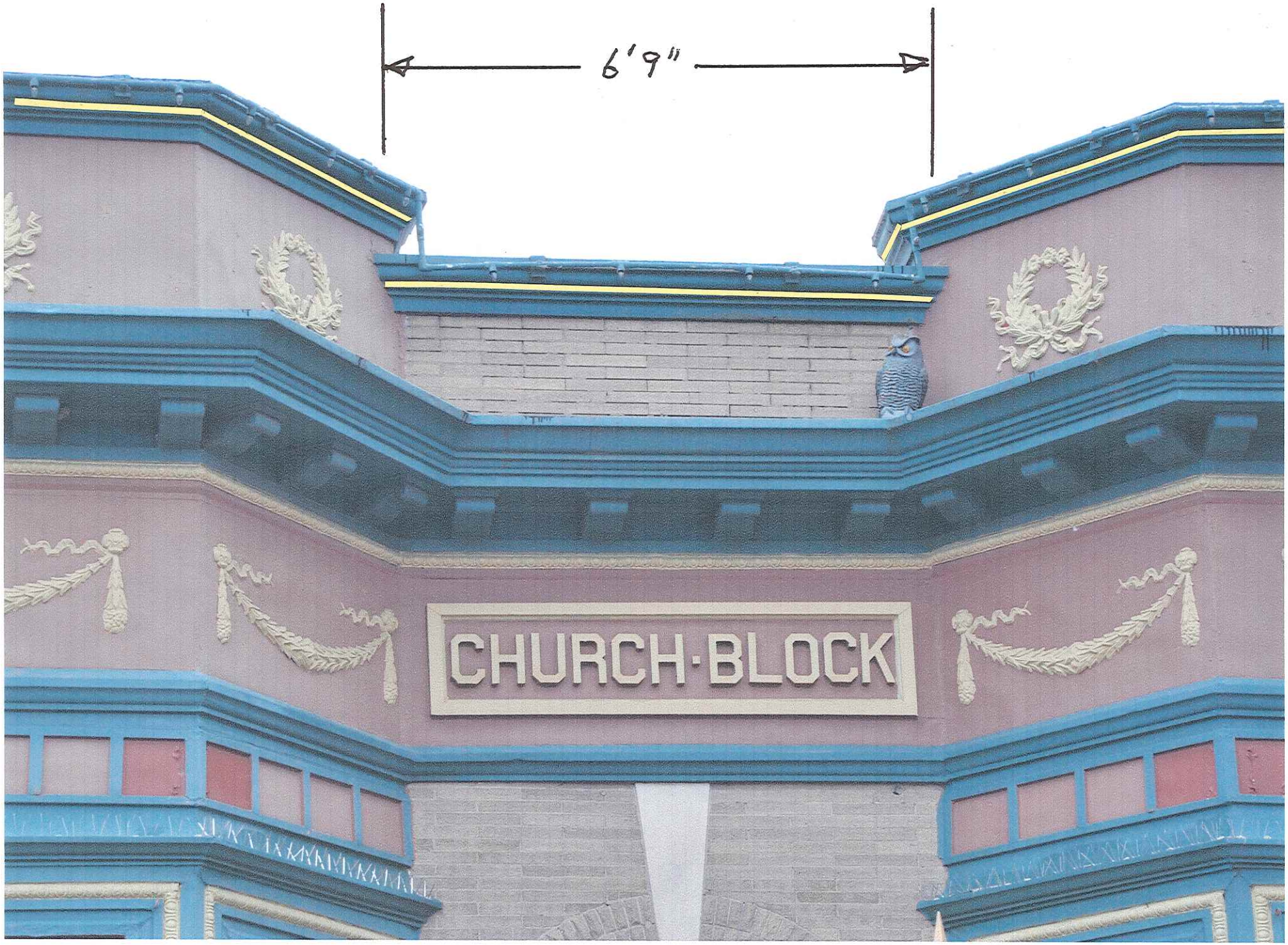
Exhibit D

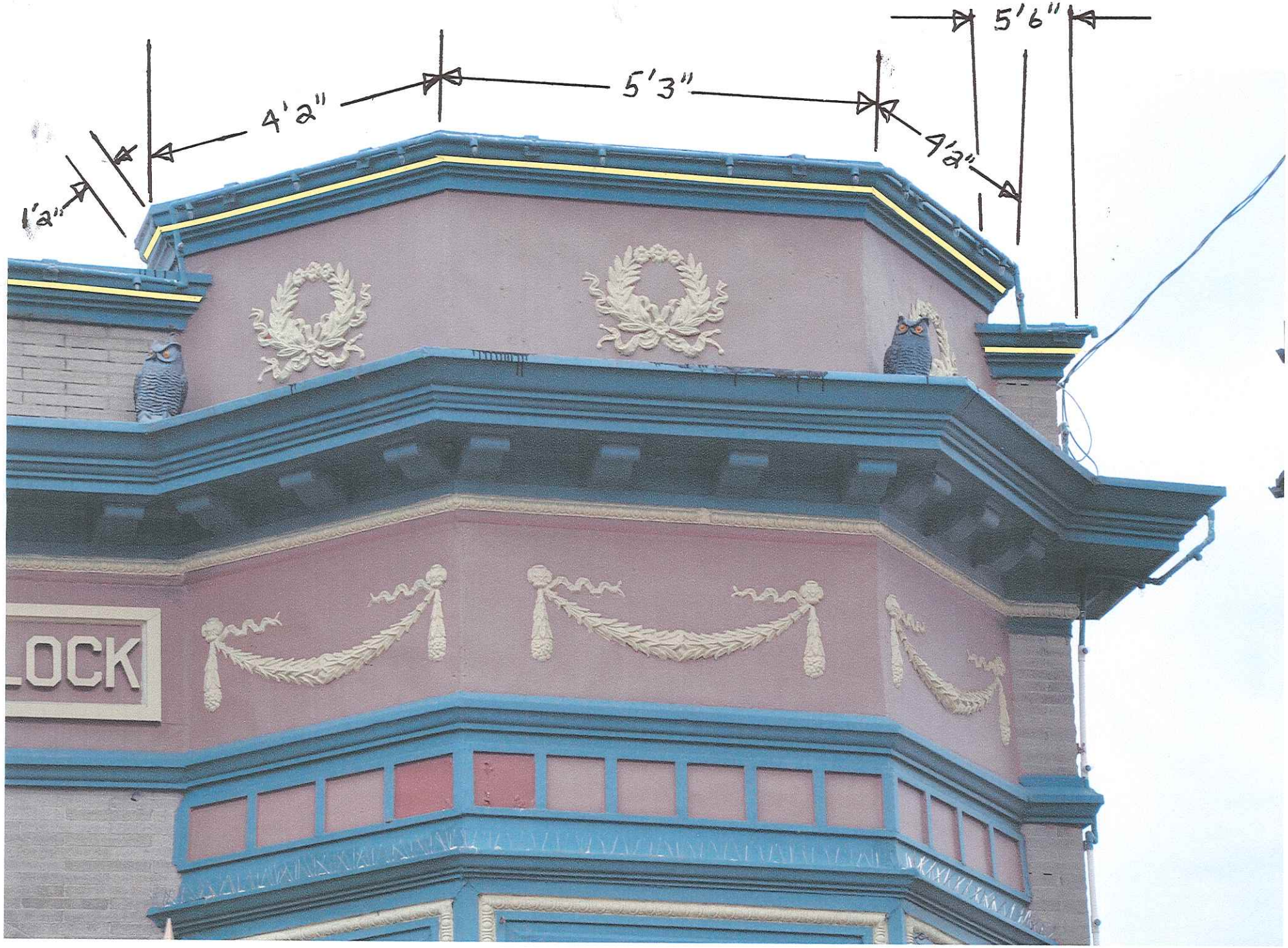
90'8"
5'2"
BMO ATM
BMO ATM

4"
2'1"
7"


18'3"
5'8"
busting
Michele
Weiner
Davis

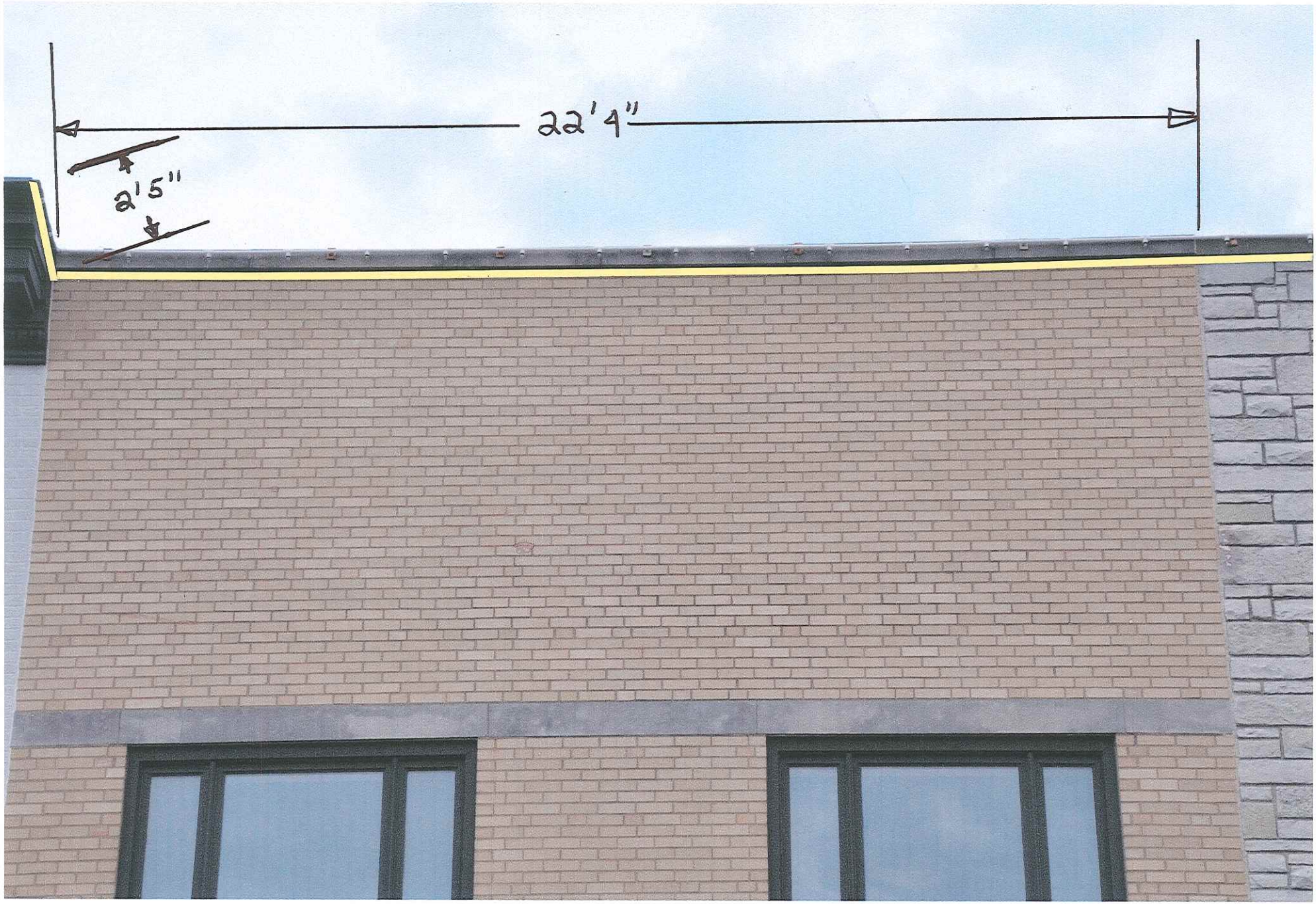

4'2"
5'3"
4'2"
1'2"
5'8"
CHUR

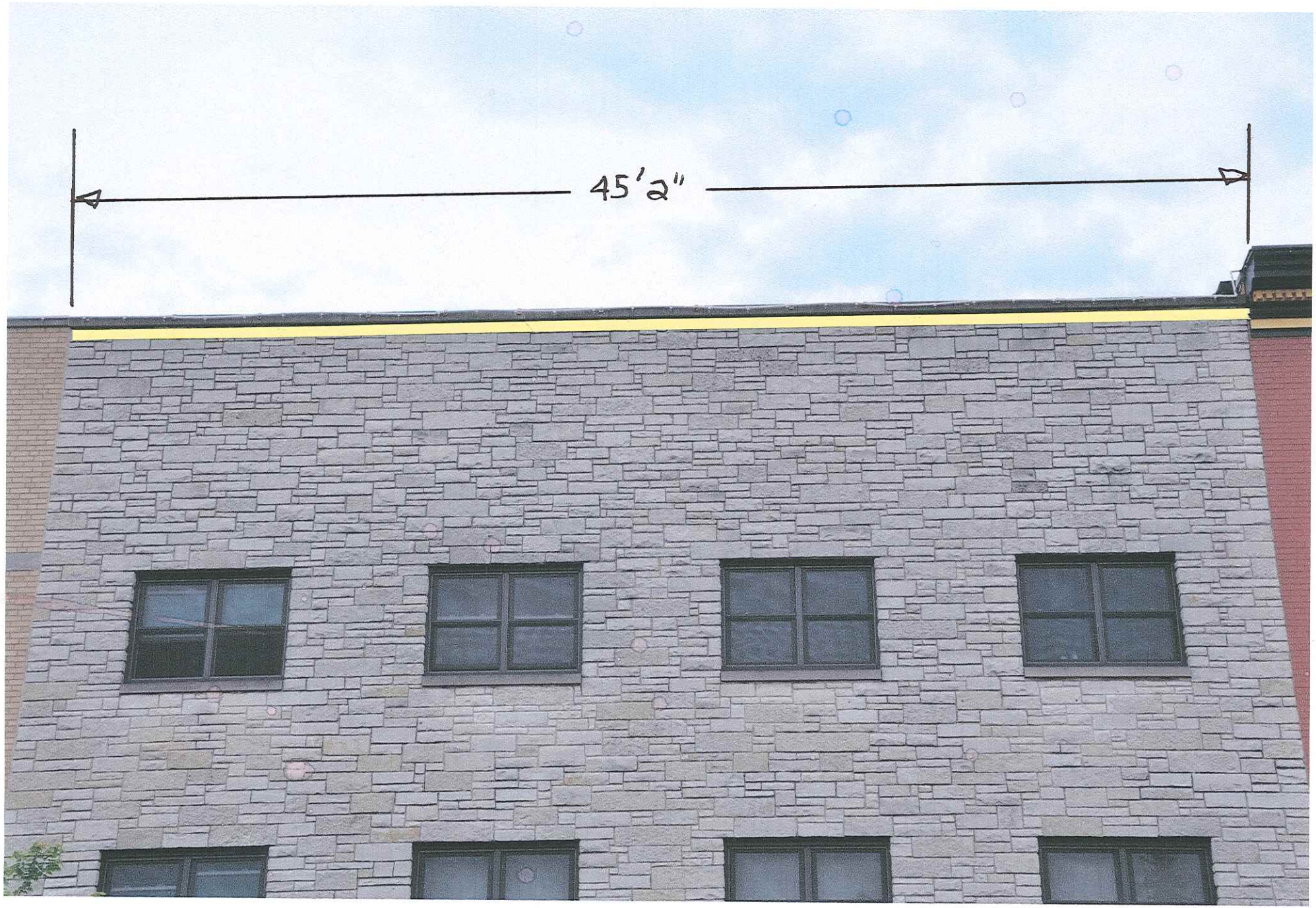

6'9"
CHURCH·BLOCK

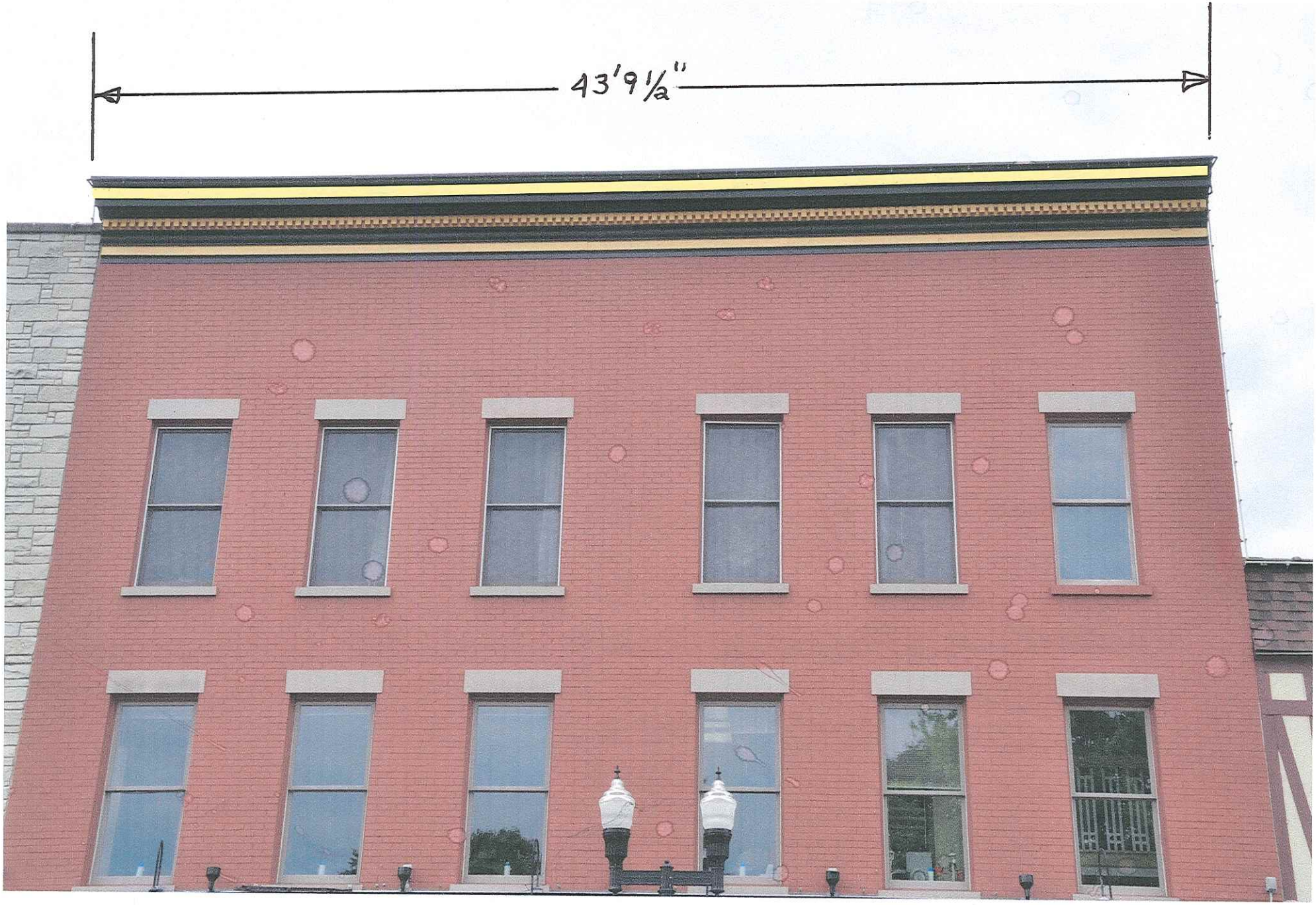

5'6"
5'3"
4'2"
4'2"
1'2"
LOCK

21'5"
18"
H·BLOCK
FAIR DIDDLEY
WOODSTOCK
WOODSTOCK

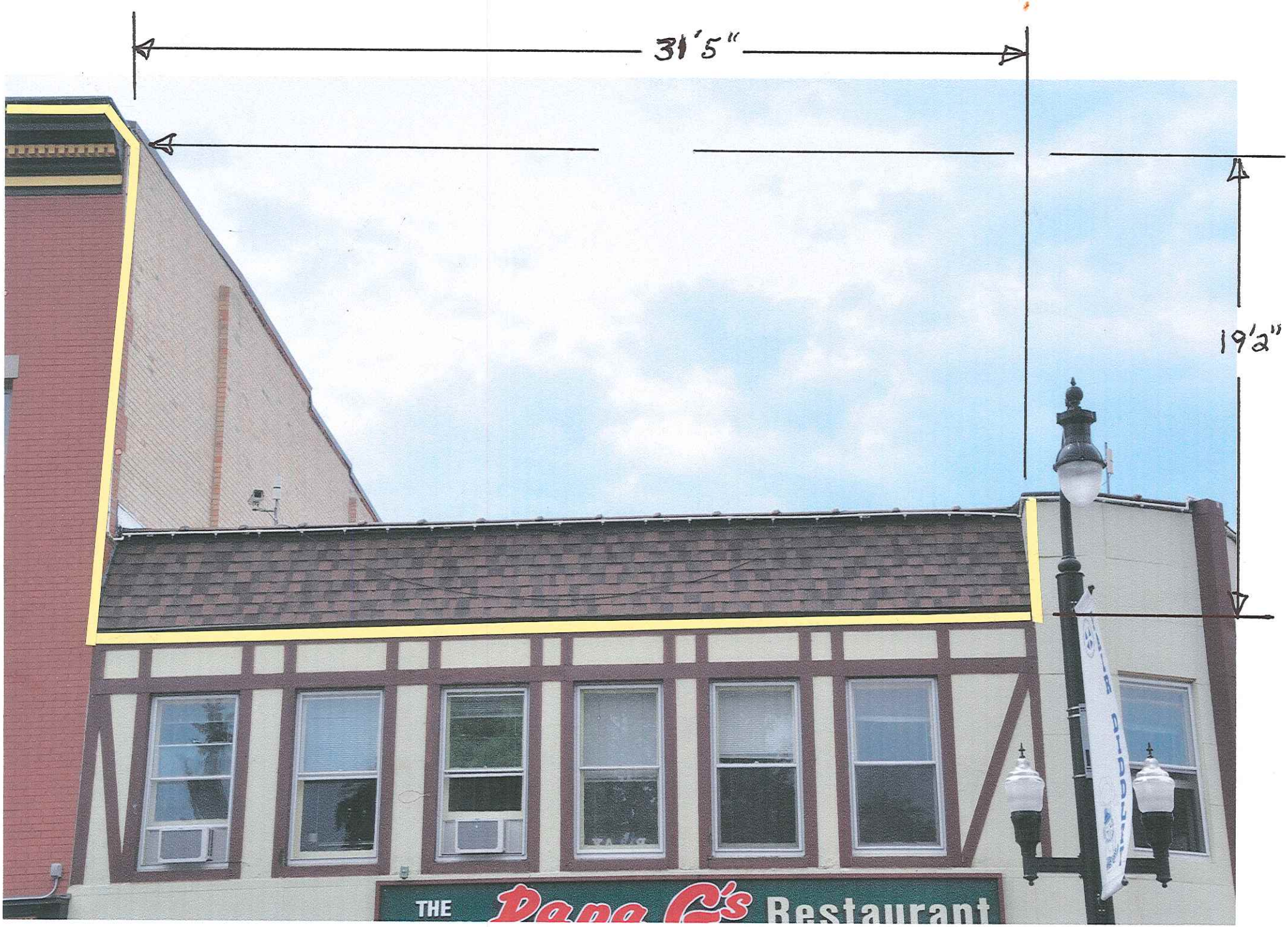
22'


22'4"
2'5"


45'2"


43'9½"

1'8"
1'3"


31'5"
19'2"
THE Papa C's Restaurant

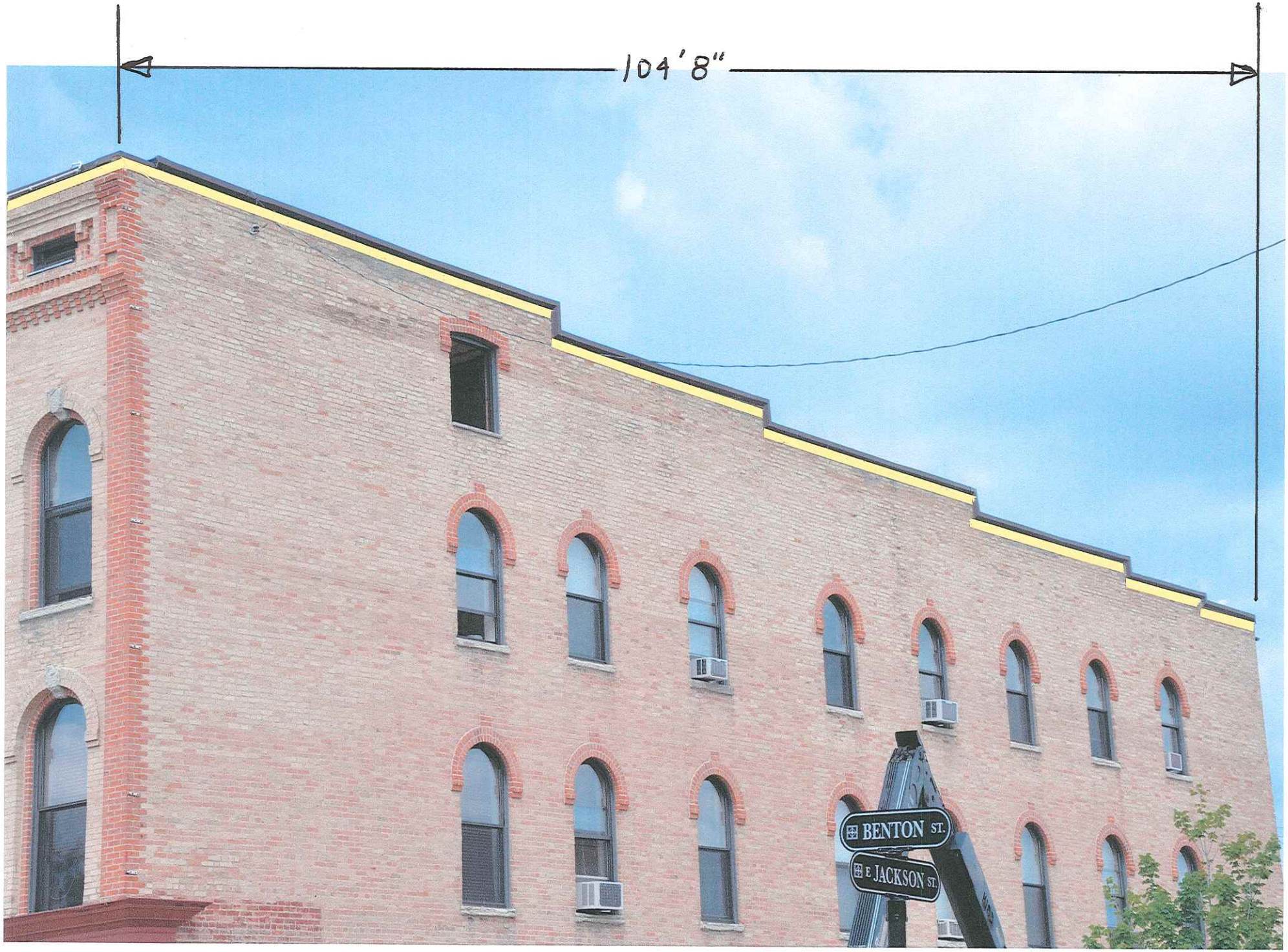
2'
4'1"
4'1"
2'
4'
Restaurant
THE
ORIGINAL
Papa

52'3"
9"7"
4'
THE ORIGINAL Papa G's Restaurant

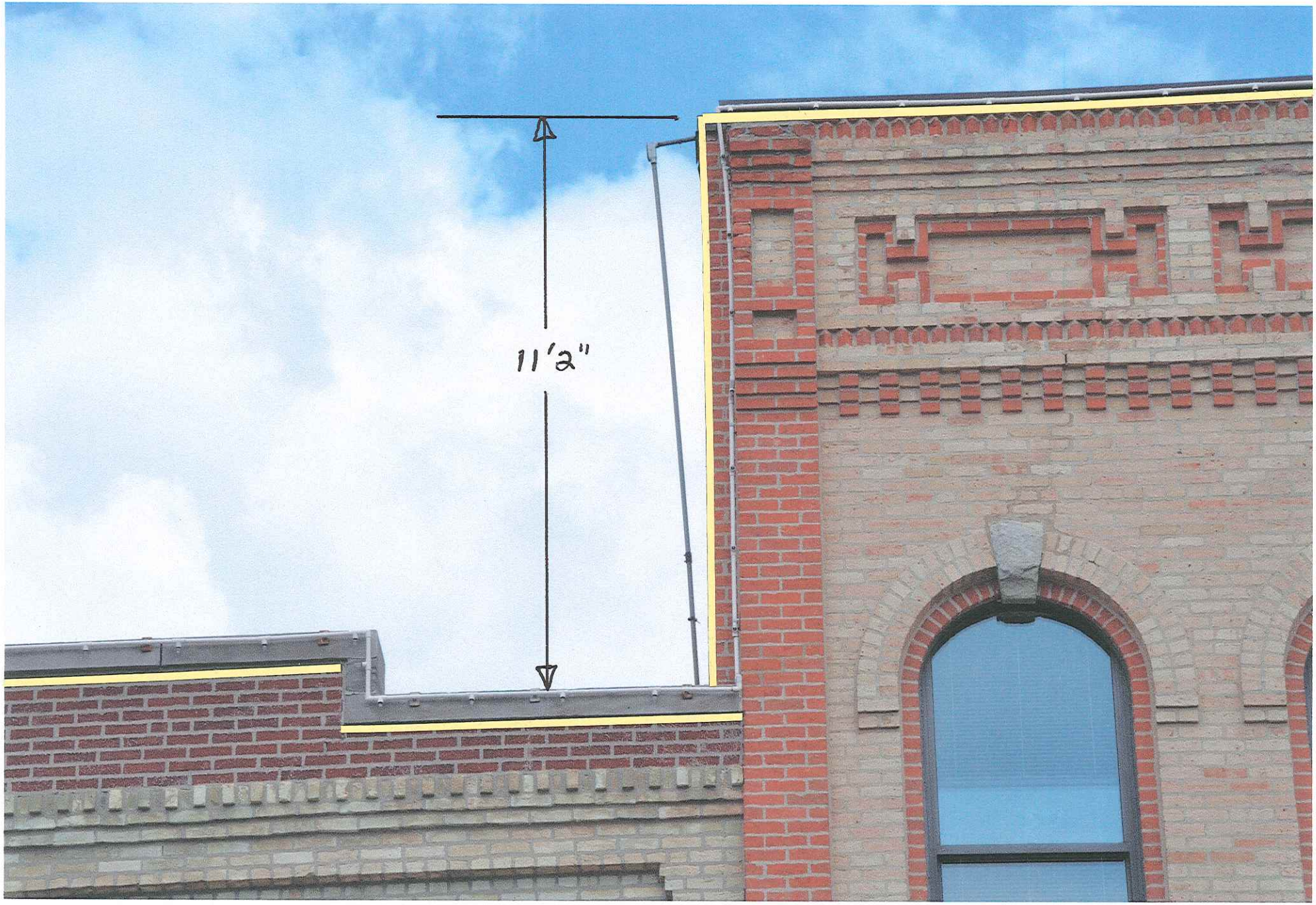
5'
(4'11")
33'
5'
(4'11")

4'11"
33'
4'11"
4'
11'
107 1/2
109
111

26'8"
109
111
H. Joseph Gitlin

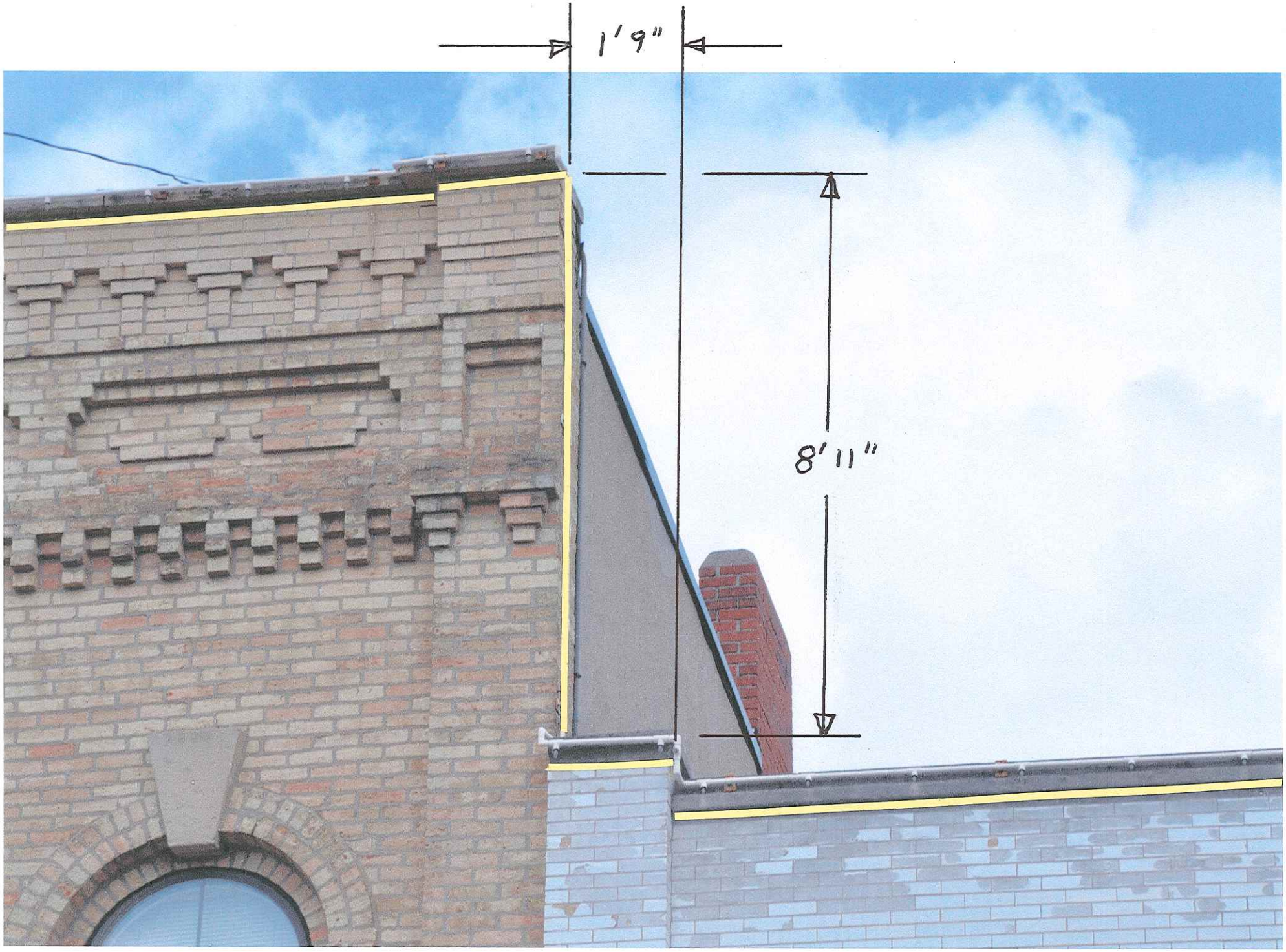

104'8"
BENTON ST.
E JACKSON ST.

106'5"
DIVA'S ATTIC
RETAIL SPACE
FOR LEASE
(815) 276-7535
104
MURPHY
BLOCK
STUDIOS
100-102


11'2"

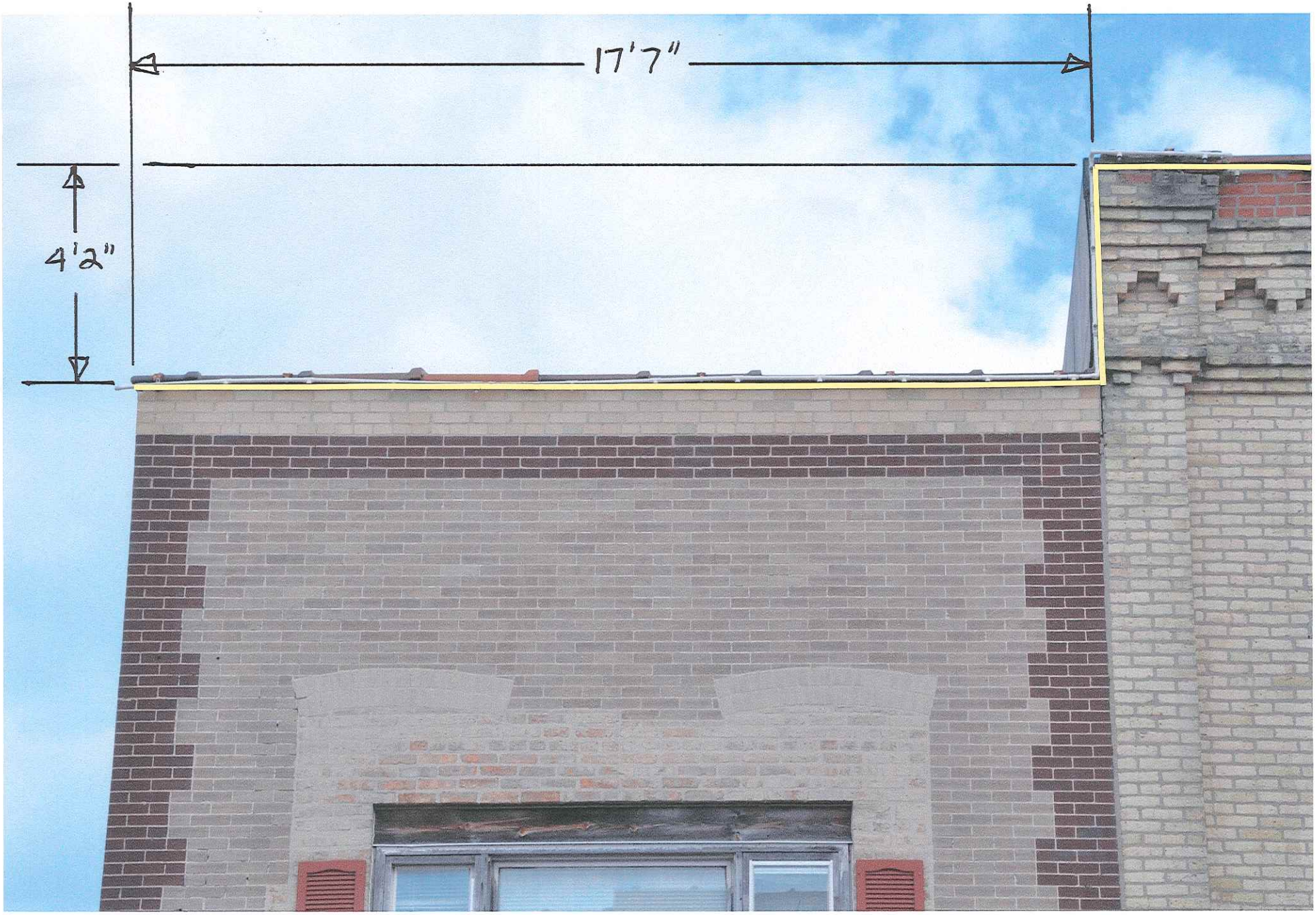
52'5"
RE/MAX PLAZA
TRÉSORS

19' 1"
1' 8"


1'9"
8'11"

41'8"

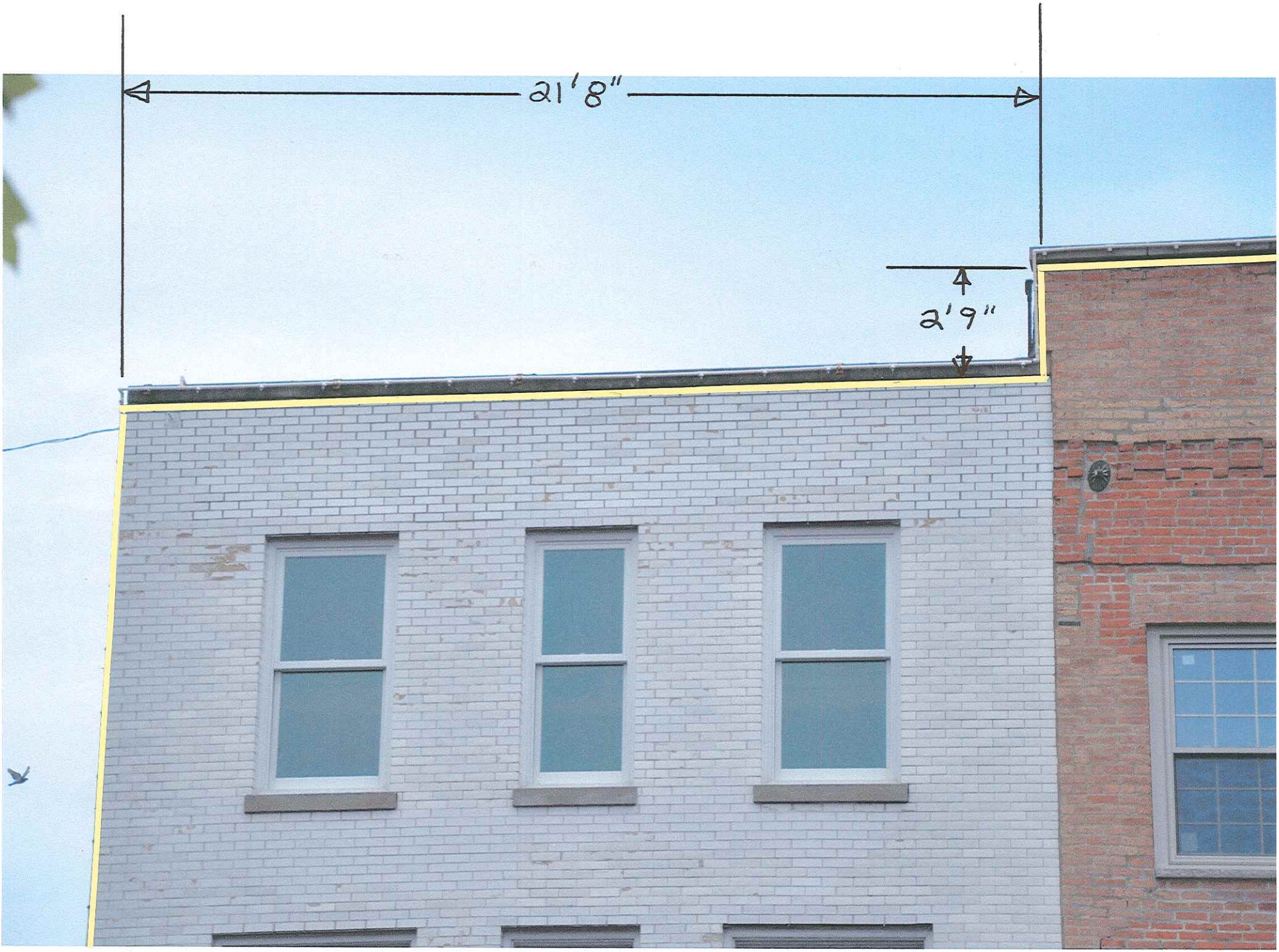
49'11"
14'7"
Blues Inspired
SWISS MAID BAKERY
Pzazz Gifts
& Home Decor

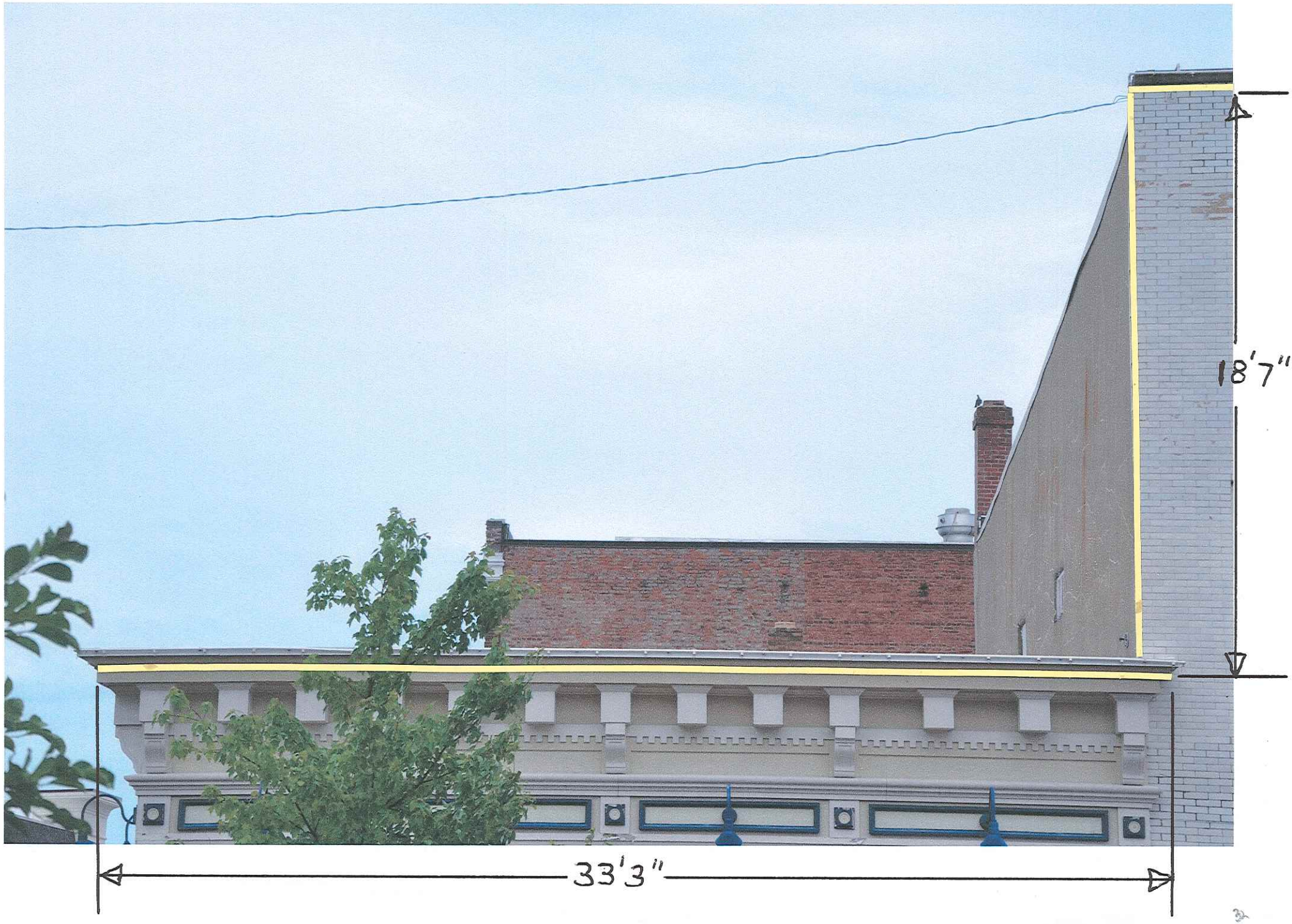

17'7"
4'2"

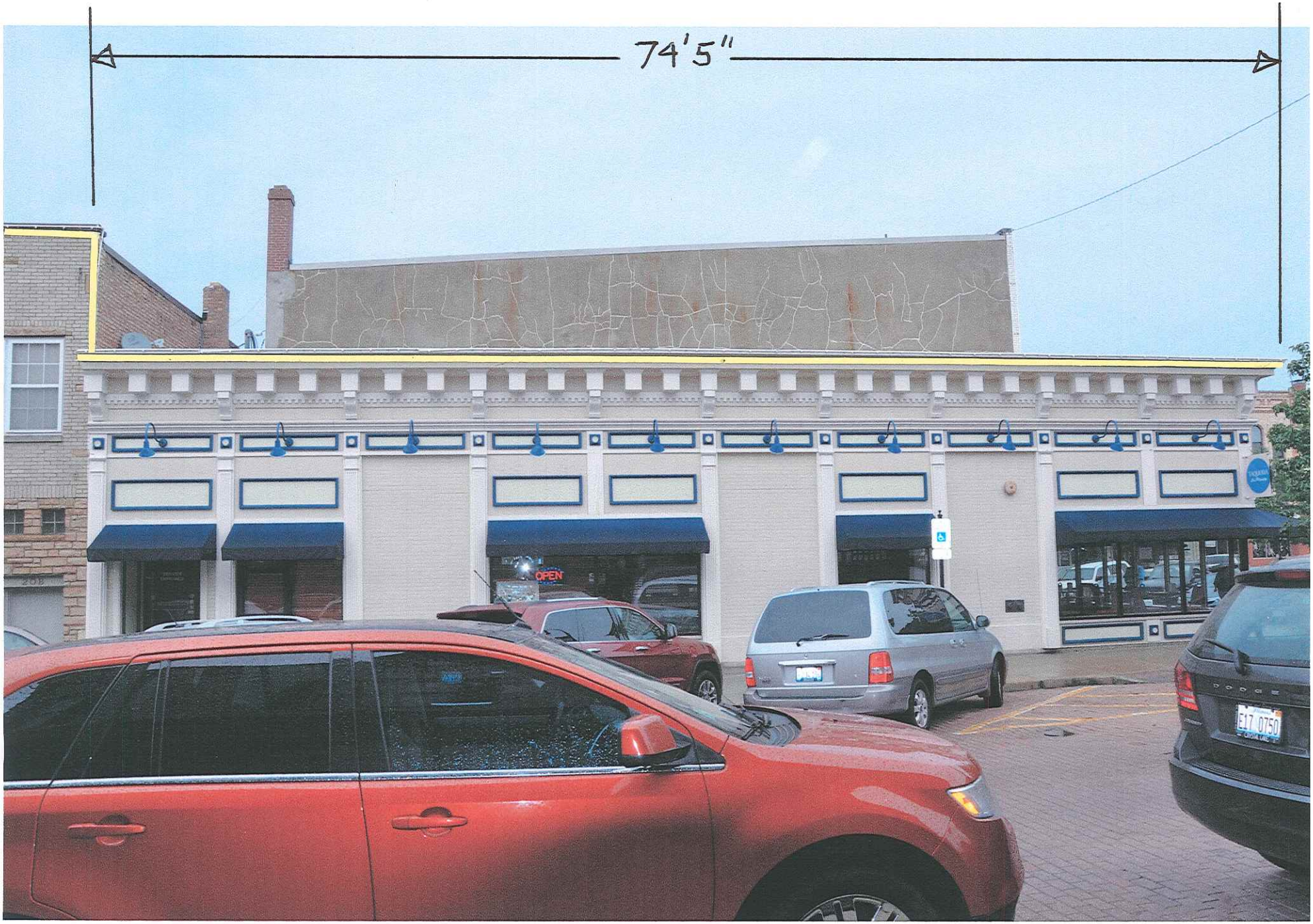
99'
LIQUID BLUES
BLAZER

67'7"
The THOUGHTFULNESS SHOP
CALDWELL, BERNER & CALDWELL
ON THE SQUARE
ATTORNEYS AT LAW
SINCE 1915
GALLERY 100
SNOW ROUTE
CALDWELL BERNER & CALDWELL LAWYERS

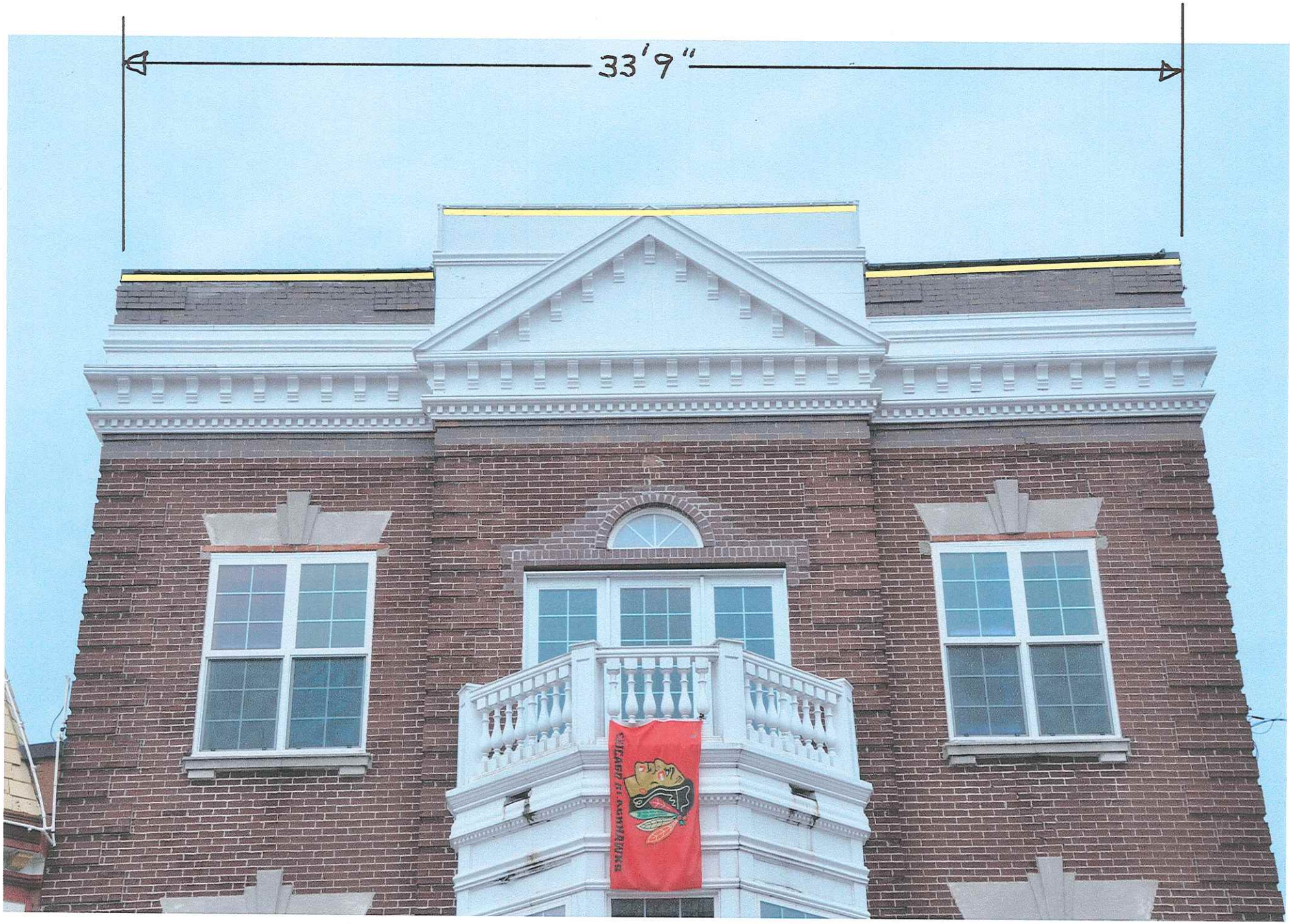
30 alone

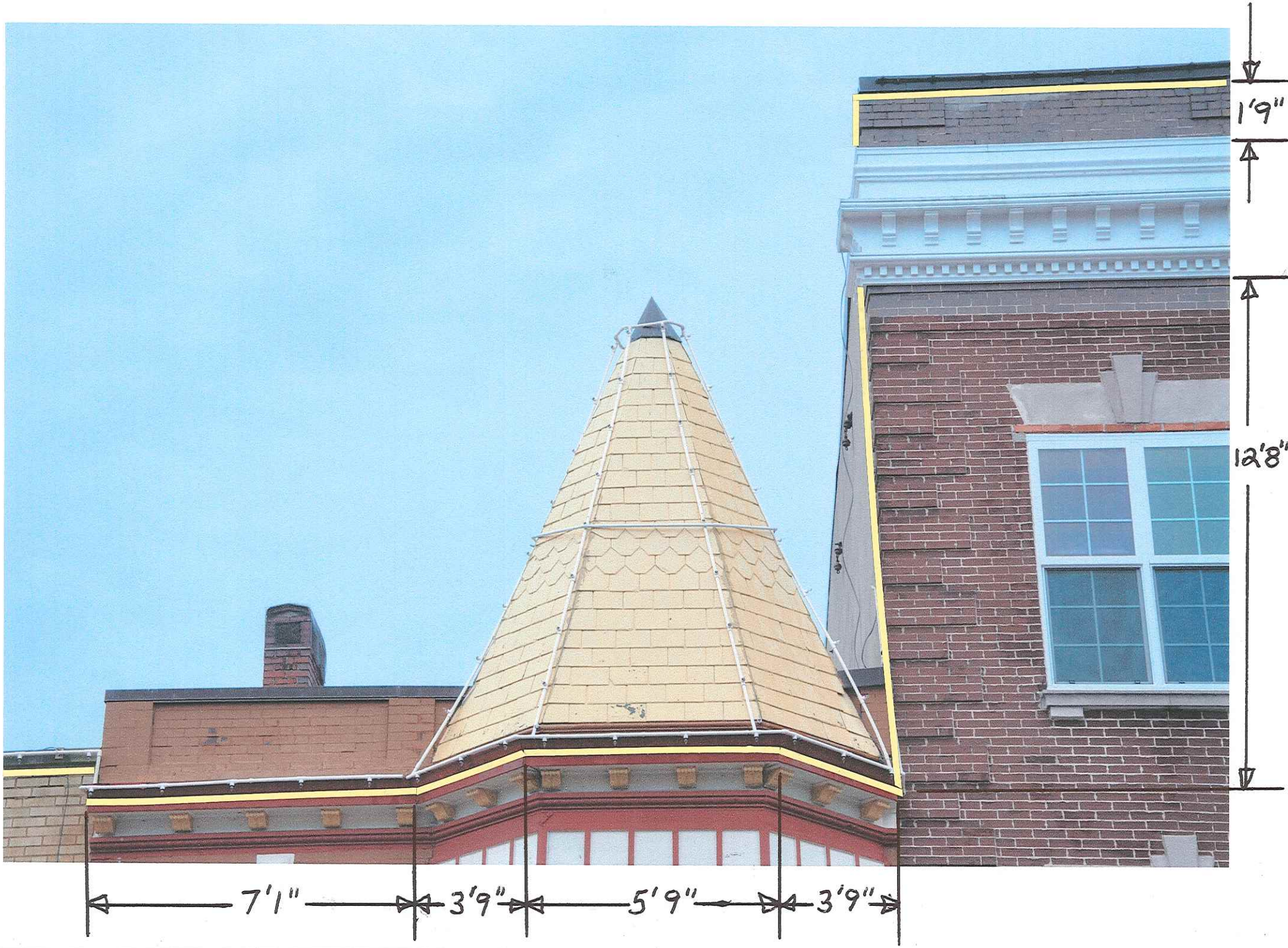

21'8"
2'9"


18'7"
33'3"


74'5"
OPEN
E17 0750

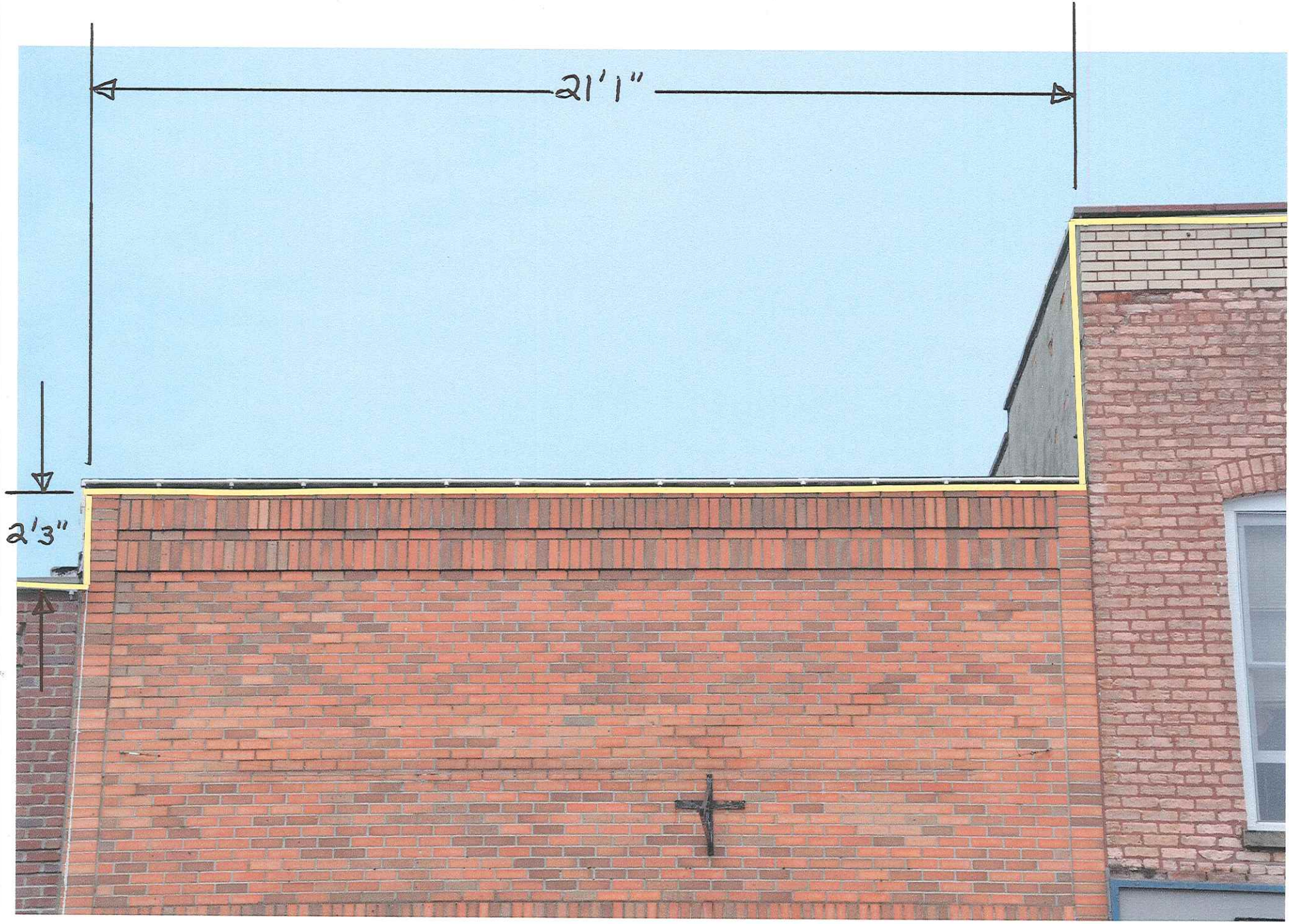
1'10"
36'8"
8'0"
contemporary
HAIR SALON
Cutting Edge
OPEN
BARBER WANTED
208


33'9"

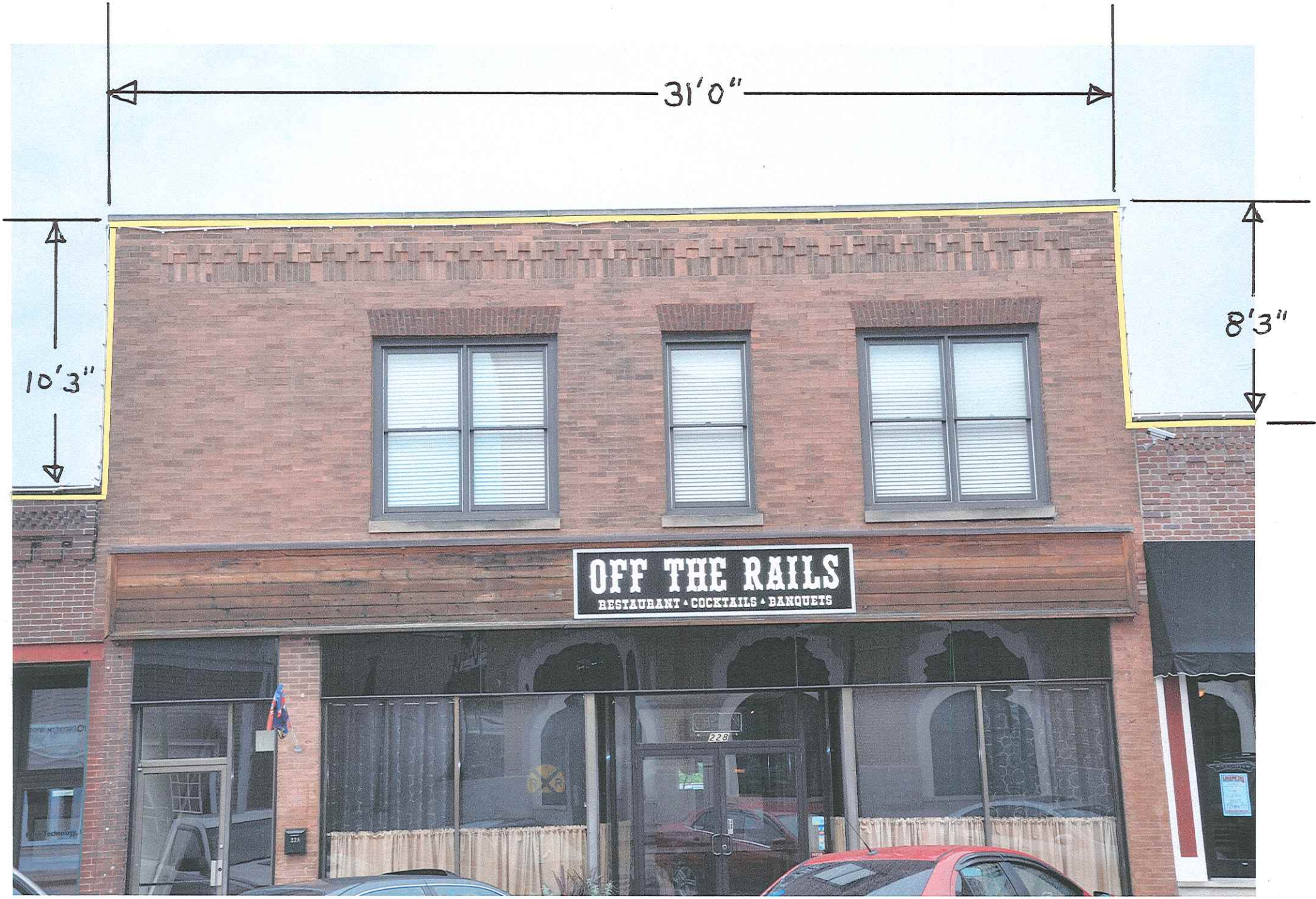

1'9"
12'8"
7'1"
3'9"
5'9"
3'9"

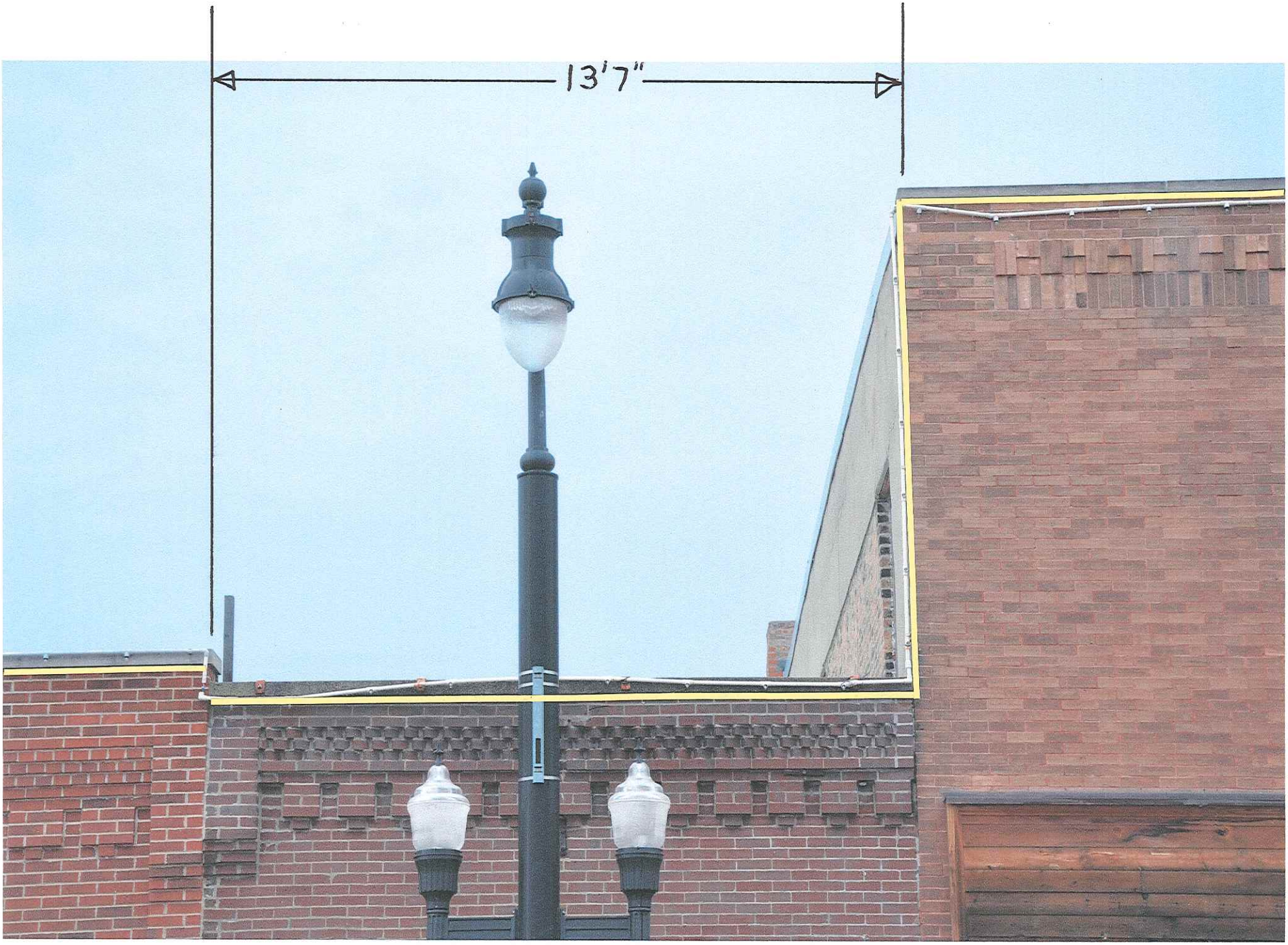
7'10"
7'10"

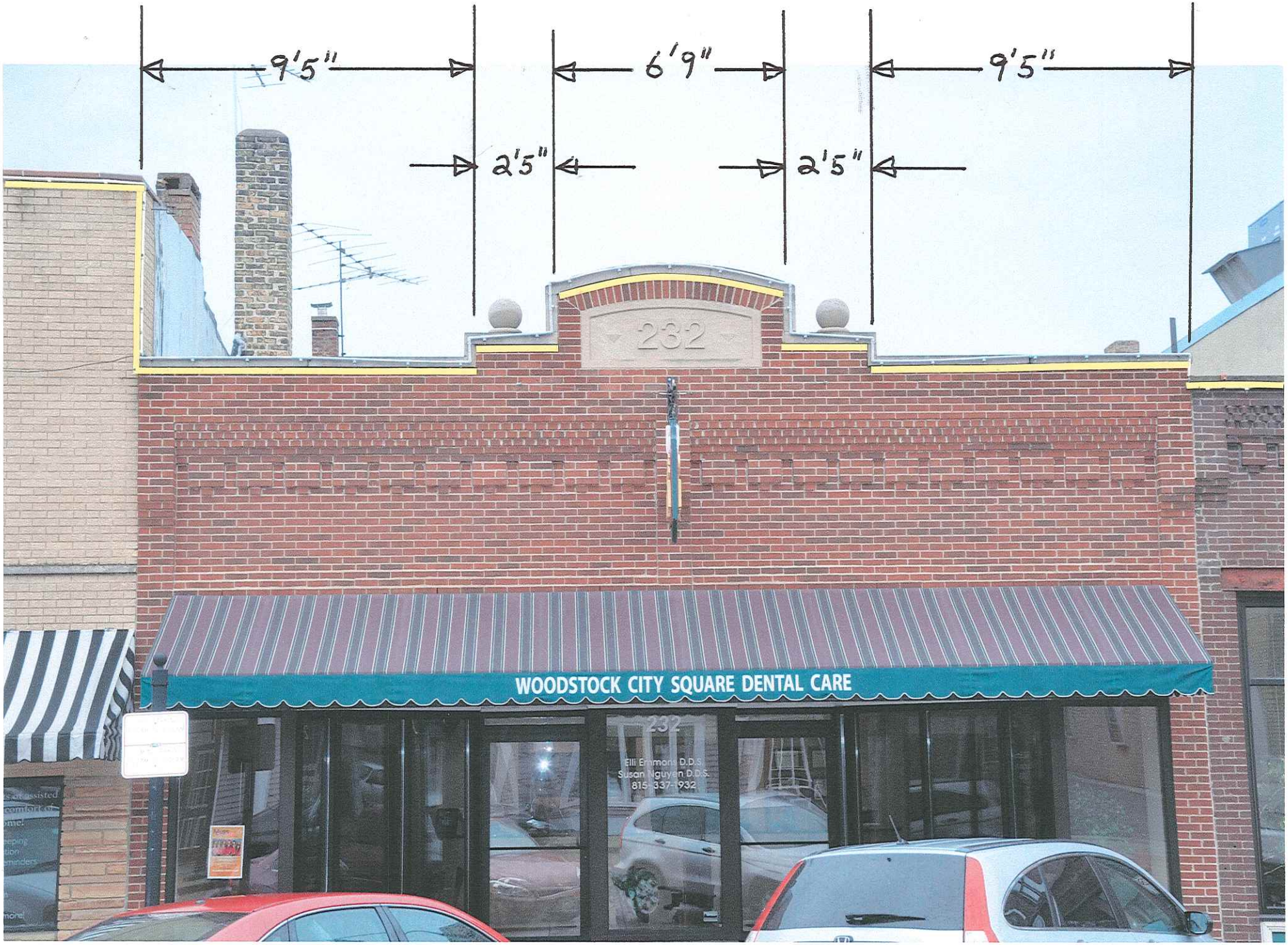
20'2"
6'0"


21'1"
2'3"

12'7"
21'1"
2'3"
2'3"
BURGERS & BREWS
D.C.COBB'S
Voted 2015 Best
Burger
in McHenry County!


31'0"
10'3"
8'3"
OFF THE RAILS
RESTAURANT • COCKTAILS • BANQUETS
228

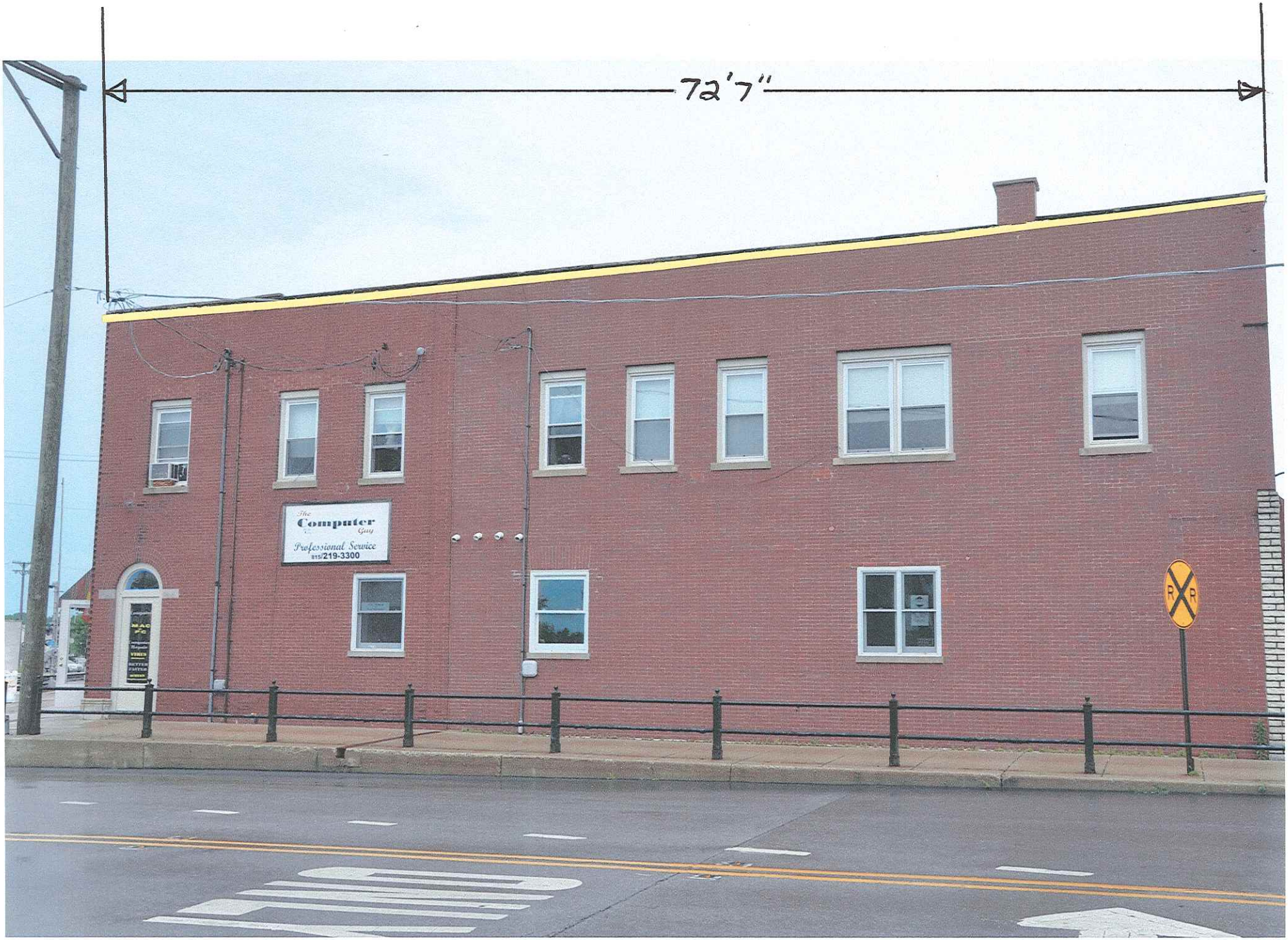

13'7"


9'5"
6'9"
9'5"
2'5"
2'5"
232
WOODSTOCK CITY SQUARE DENTAL CARE
232
Elli Emmons D.D.S.
Susan Nguyen D.D.S.
815-337-1932

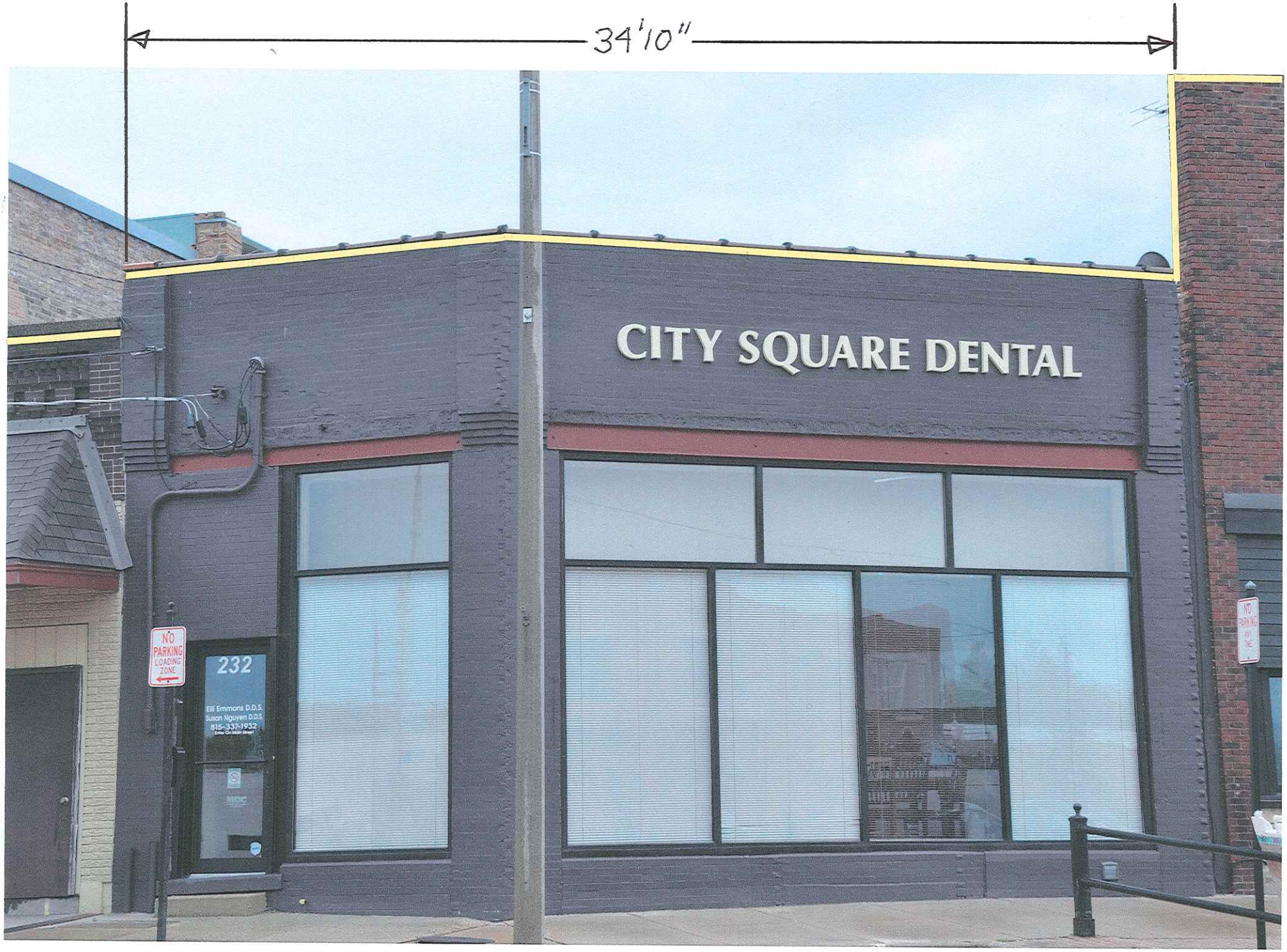
22'
3'6"
5'5"
2 HR. PARKING
9:00AM TO 6:00PM
EXCEPT SUNDAYS & HOLIDAYS
30 MIN. PARKING
2:00AM TO 6:00AM
ALL DAYS

44

24'4"

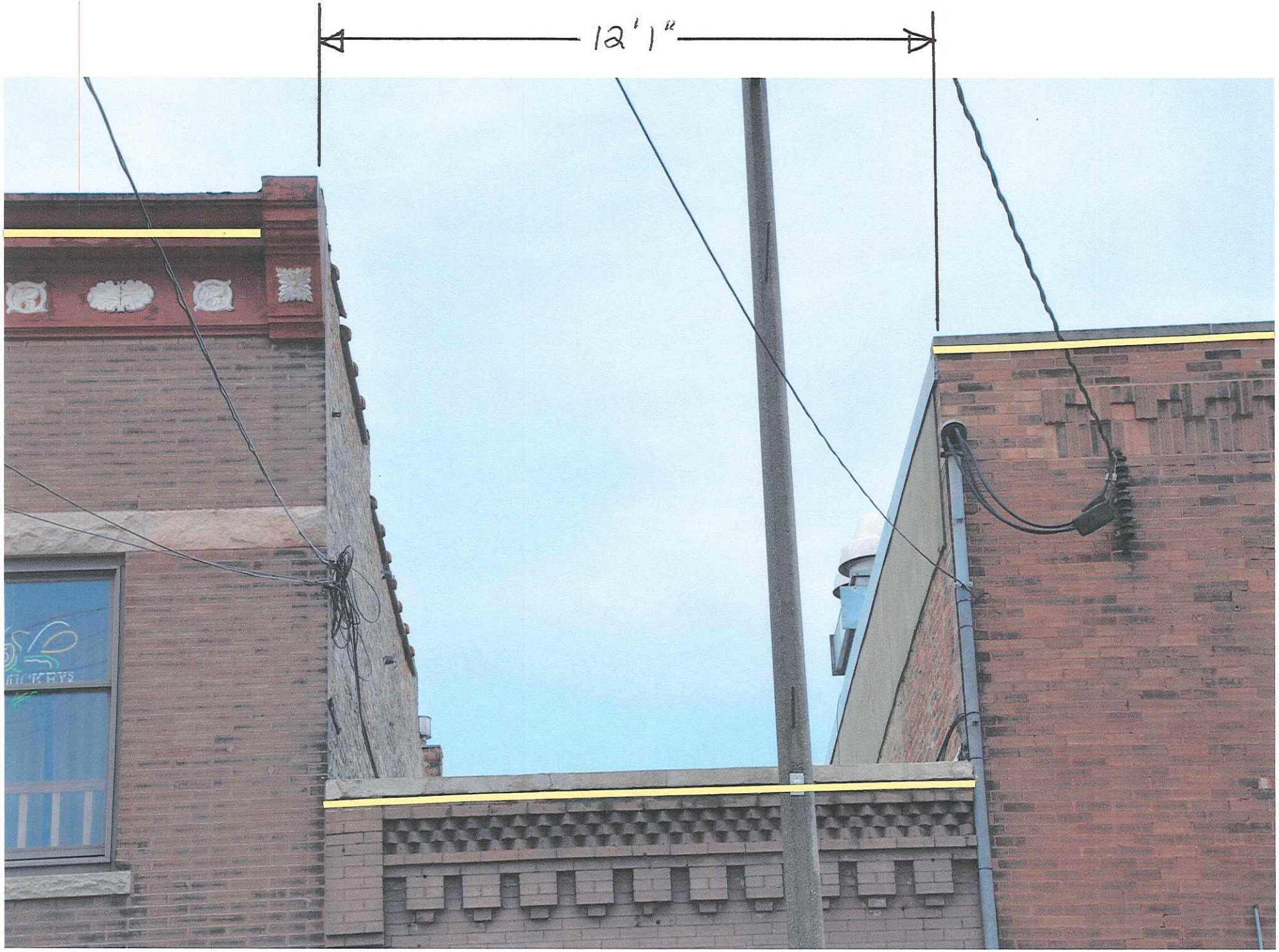

72'7"
The Computer Guy
Professional Service
815/219-3300
R
R

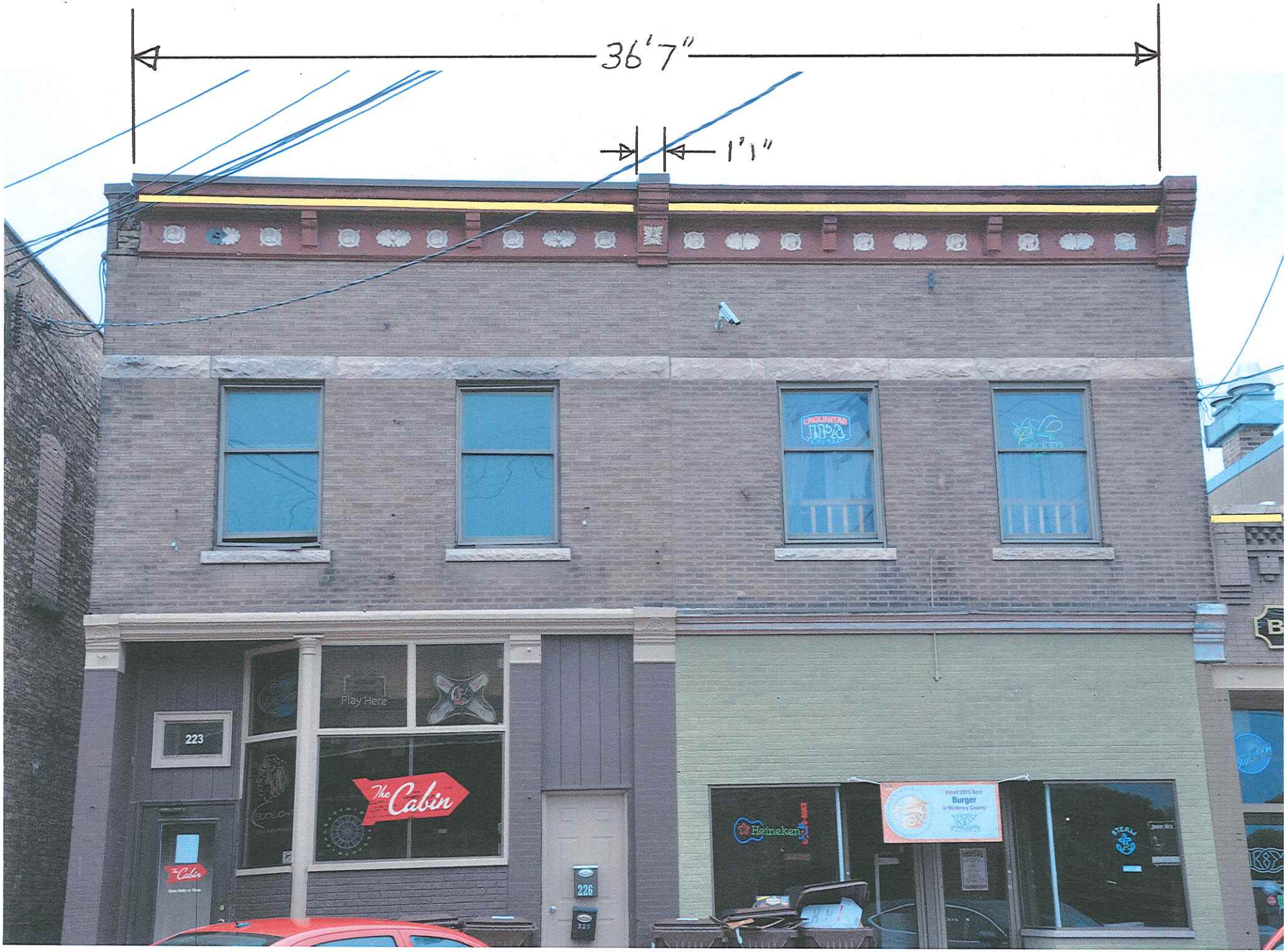
55'6"
8'1"
Crossroads
SMOKE SHOP
235
219-3300
FREE
PICK-UP
DELIVERY
COMPONENT
LEVEL
REPAIRS

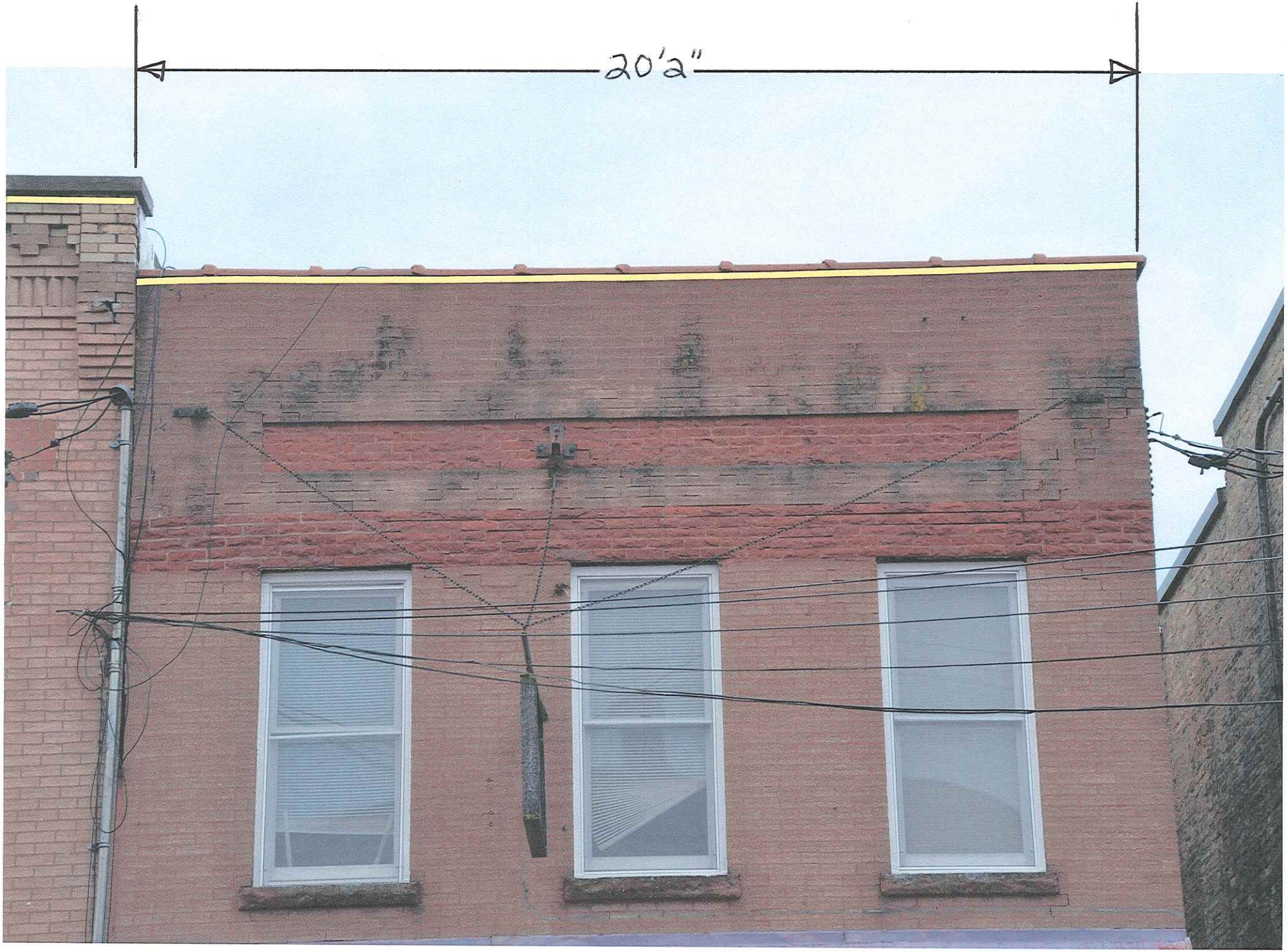

34'10"
CITY SQUARE DENTAL
NO PARKING LOADING ZONE
232
Eili Emmons D.D.S.
Susan Nguyen D.D.S.
815-337-1932

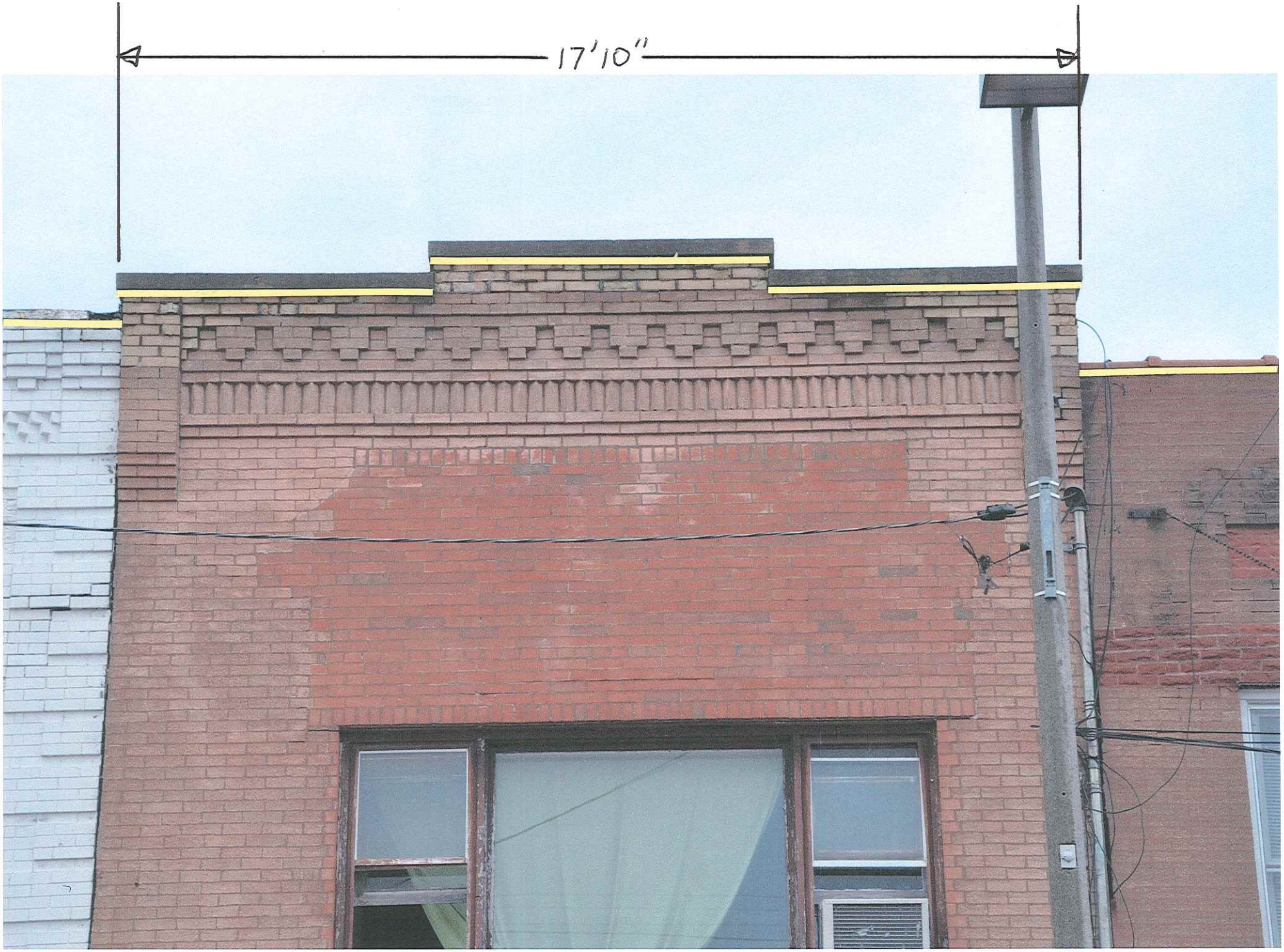
12'11"
OPEN
232
NO
PARKING

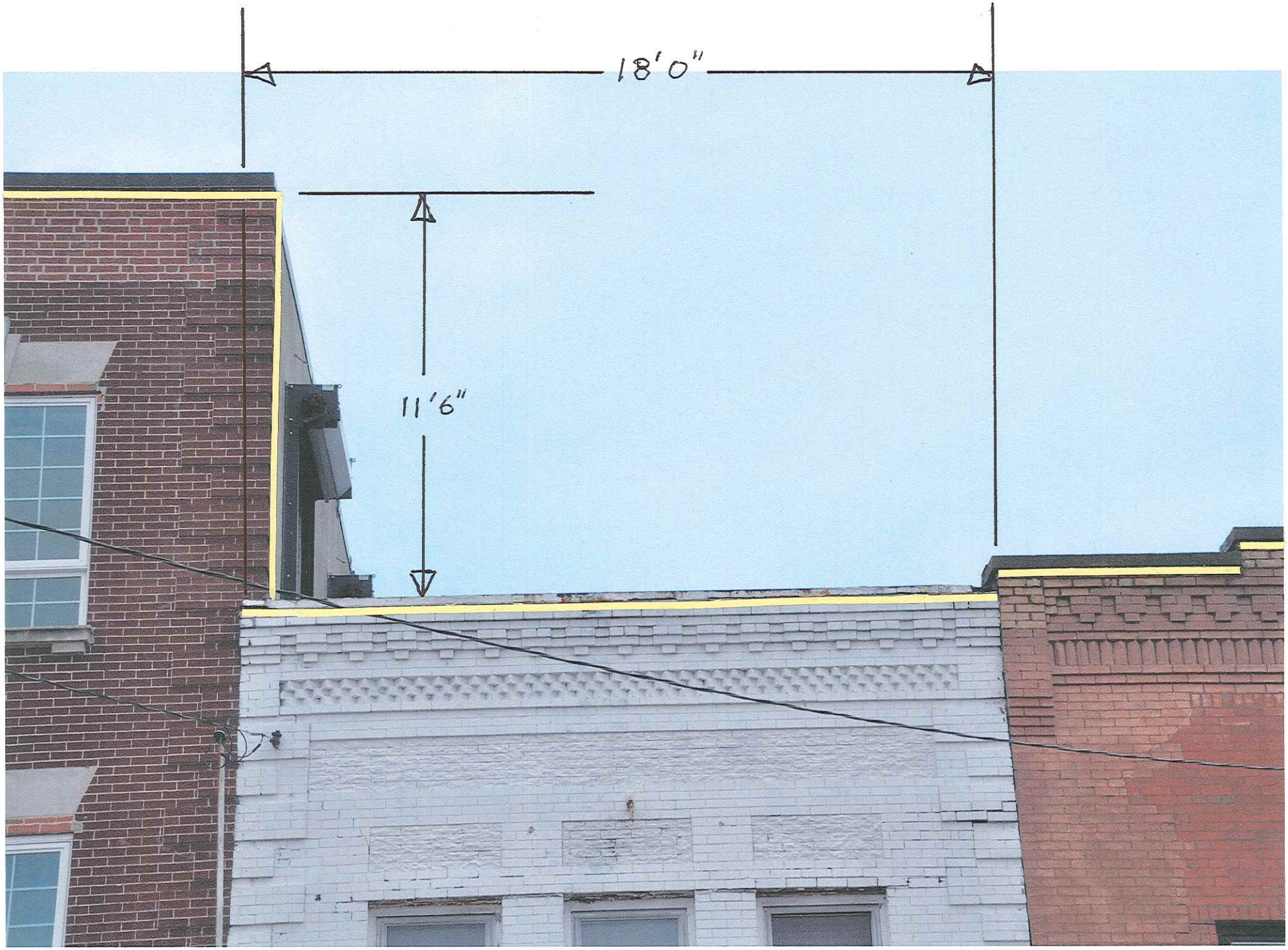
37' 7"
Banquets
NO PARKING


12' 1"
MICKEYS

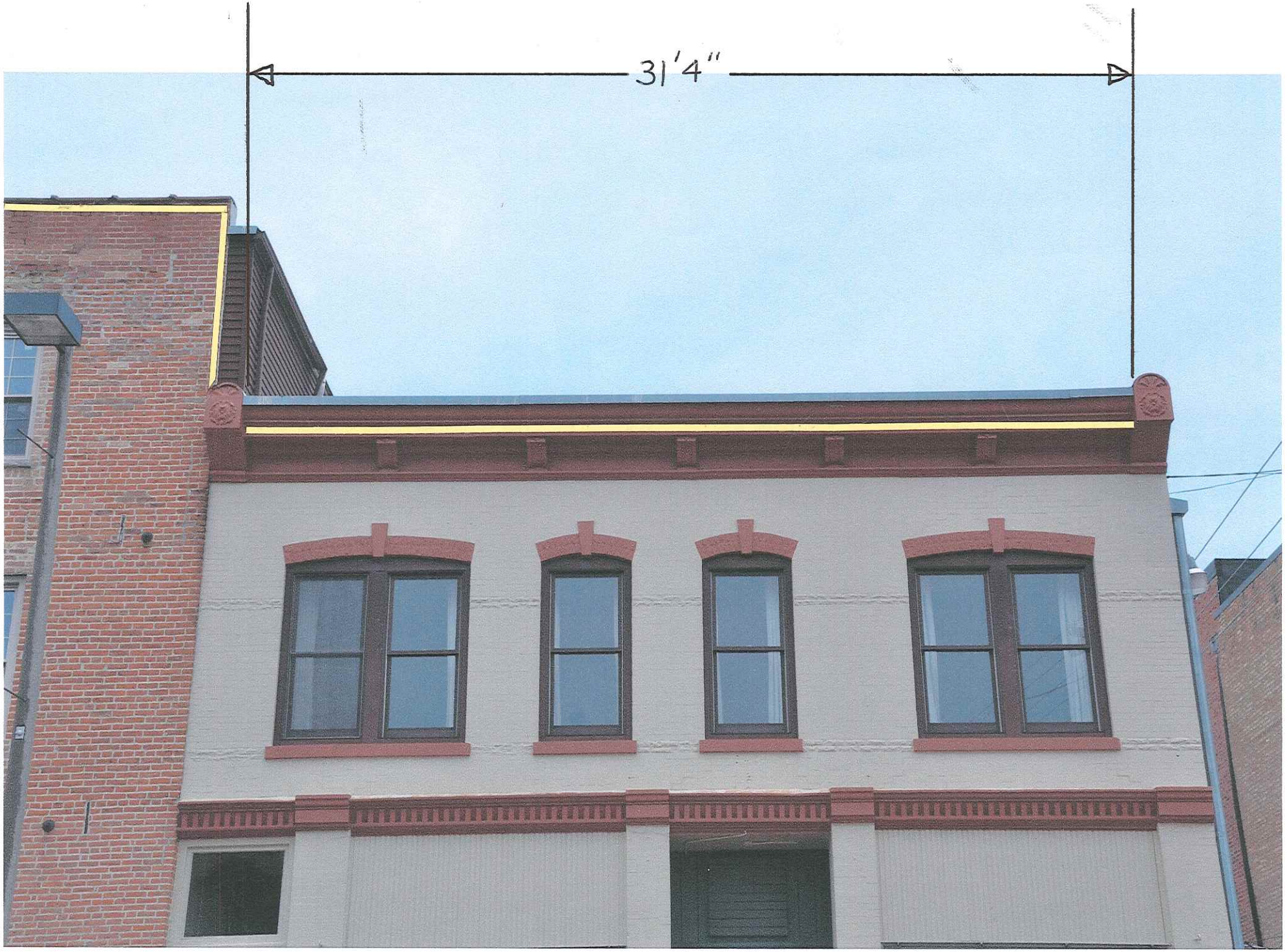

36'7"
1'1"
LAGUNITAS
IPA
ON TAP
Play Here
223
The Cabin
226
Heineken
Voted 2015 Best
Burger
in McHenry County!

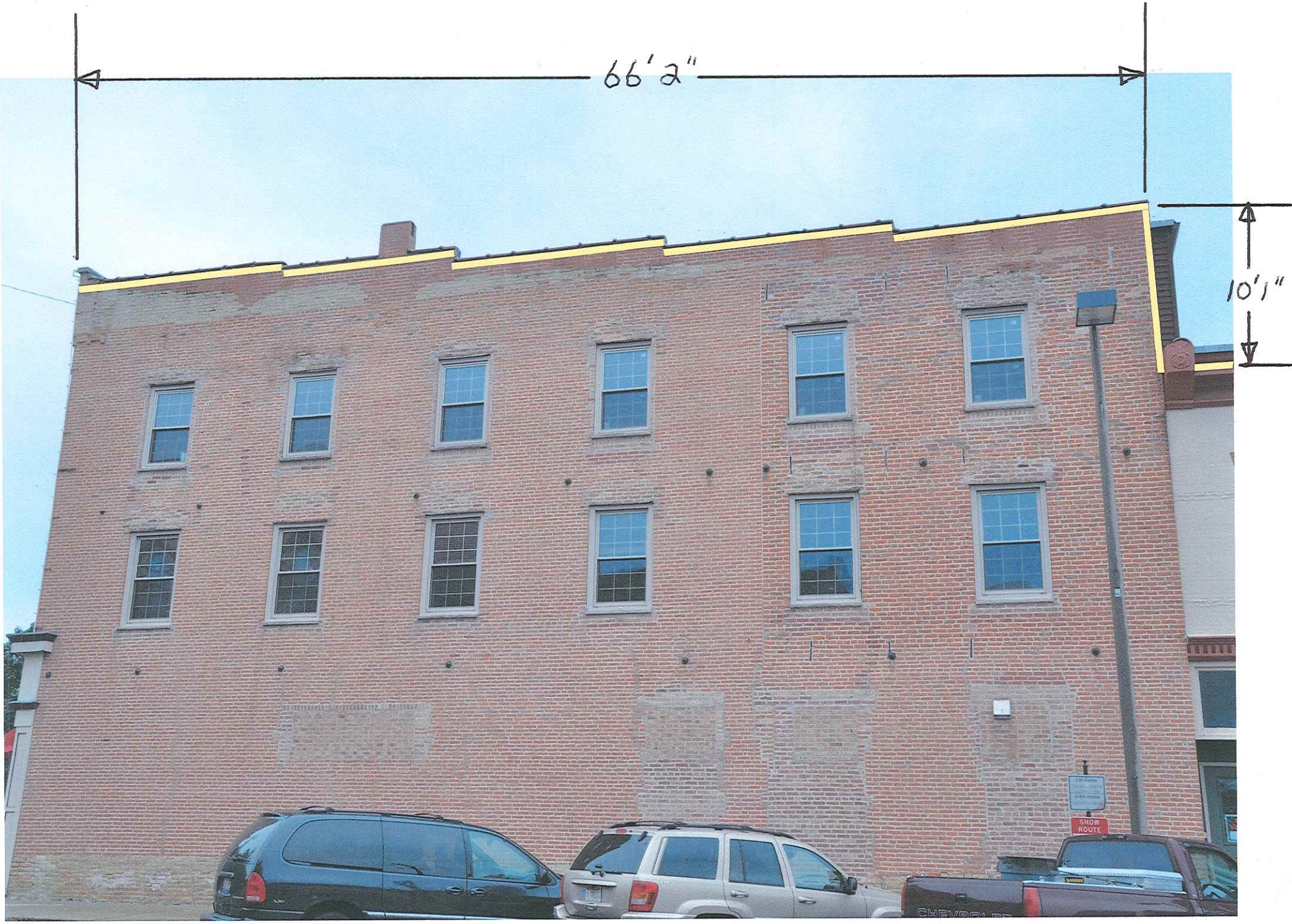

20'2"


17'10"


18'0"
11'6"

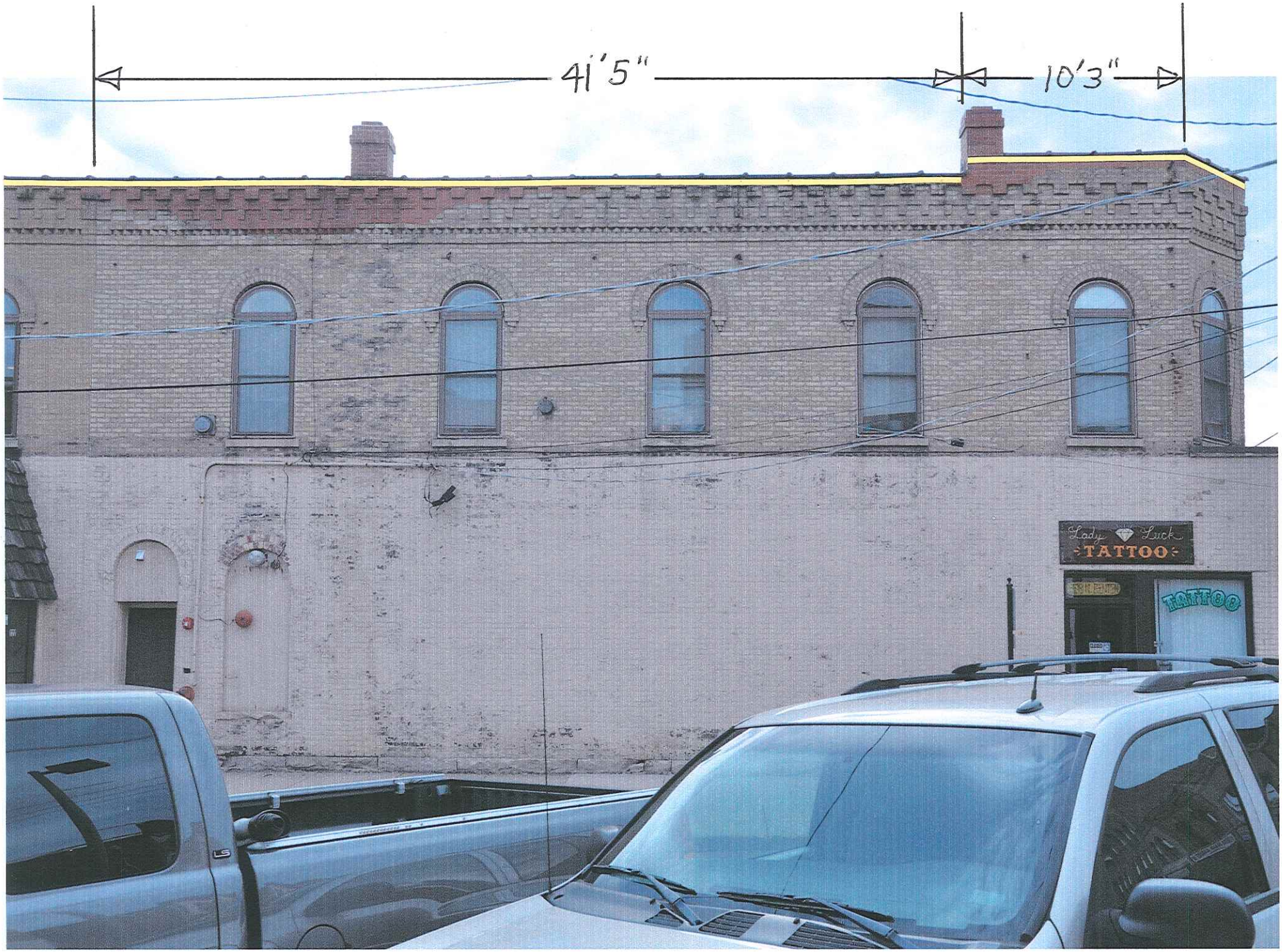
33'10"


31'4"

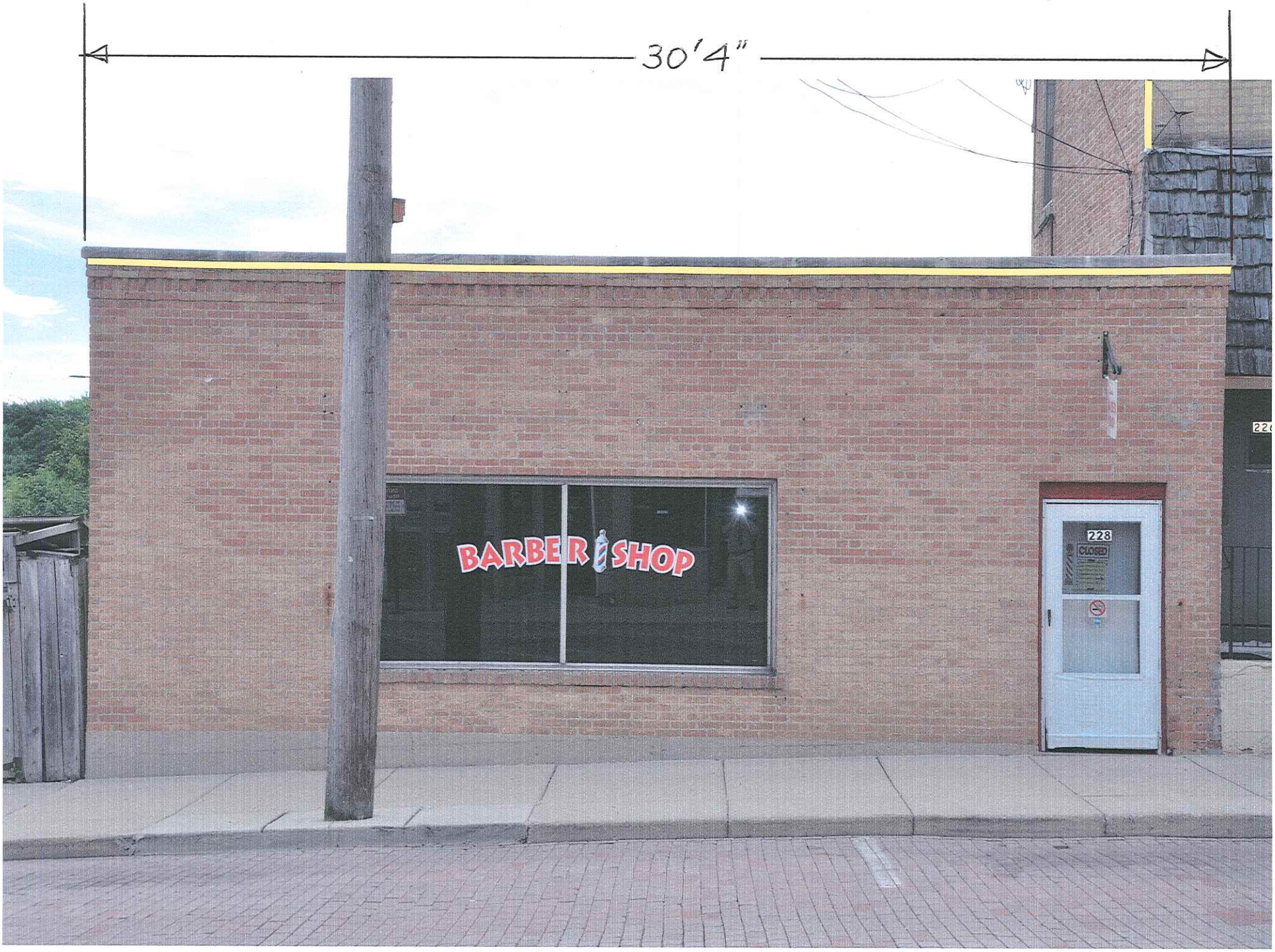

66'2"
10'1"
SNOW ROUTE

21'8"
19'11"

5'8"
42'3"
JUDD ST.
Lady Luck
TATTOO
TATTOO
TATTOO
OPEN
Lupita's Beauty Salon

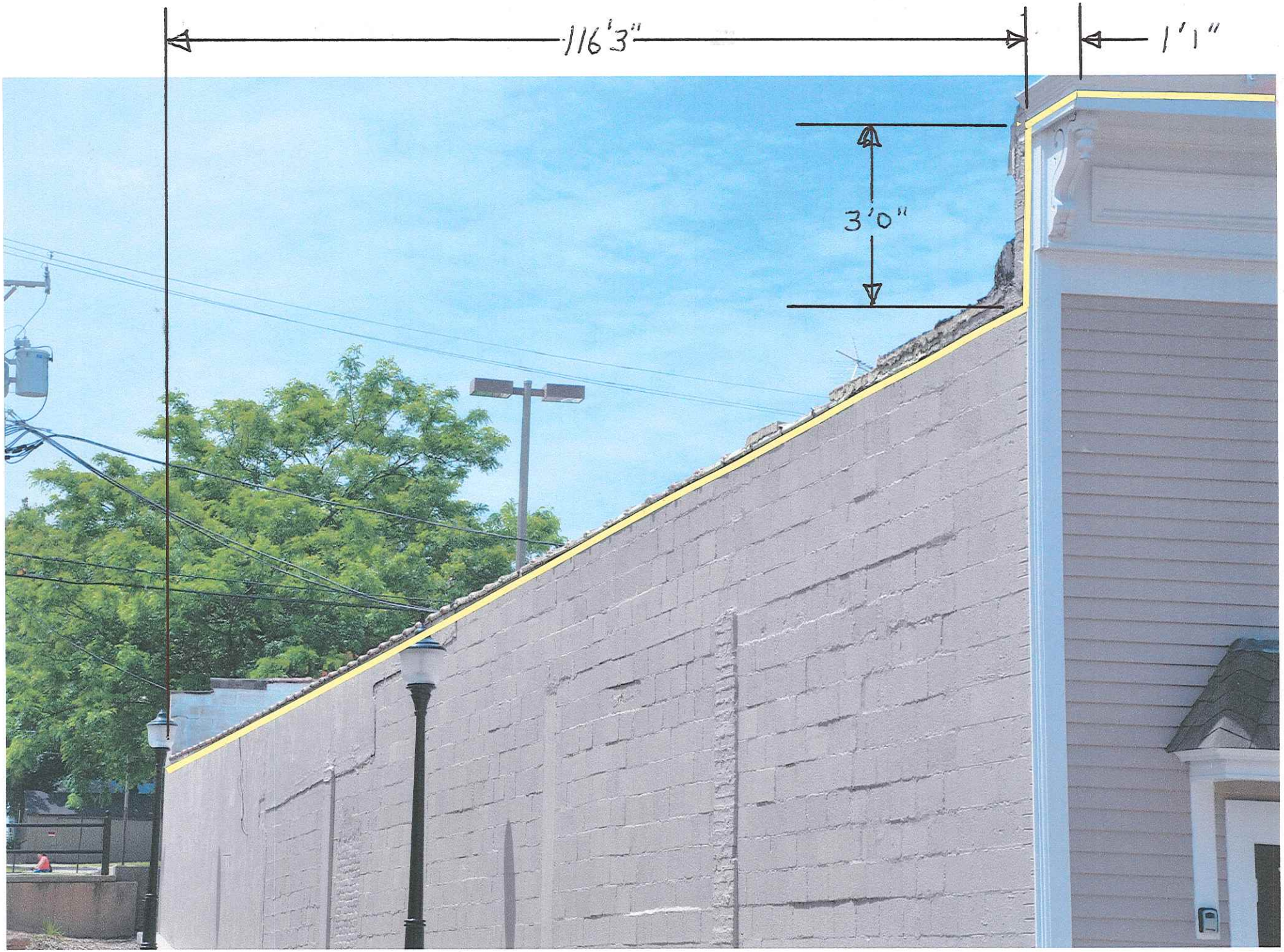

41'5"
10'3"
Lady Luck
TATTOO
TATTOO

47'5"
14'0"
3'1"
ALPHA B.J.J
JIU-JITSU
ALPHA


30'4"
BARBER SHOP
228
CLOSED

121' 7"
MAIN ST.
CHURCH ST.
TATTOO

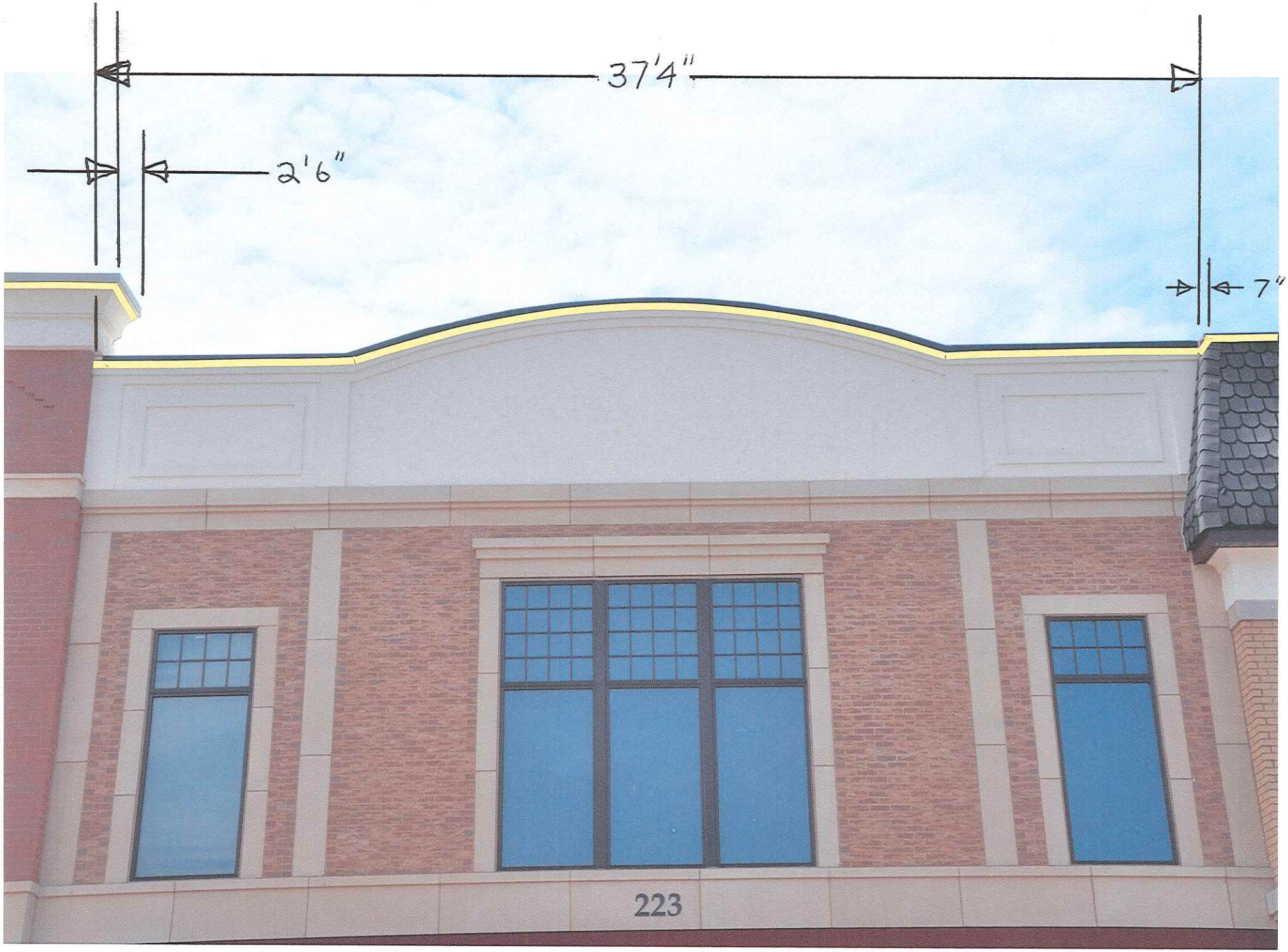
52' 5"
WOODSTOCK WEDDING NETWORK
231
233

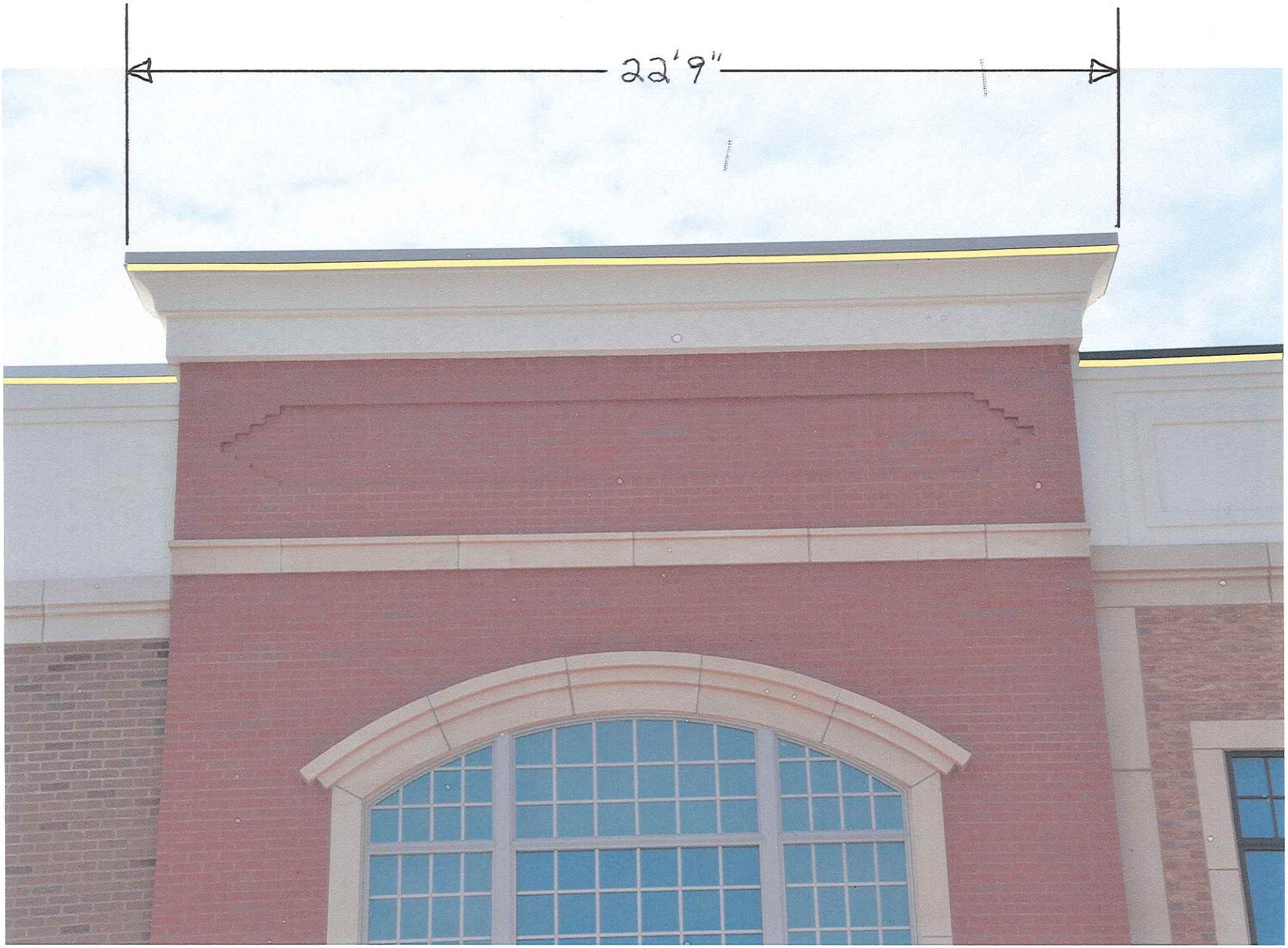

116'3"
1'1"
3'0"

16'5"
17'2"
CLASSIC CINEMAS
WOODSTOCK
225
231
75'10"

6'11"
CC
CLASSIC CINEMAS

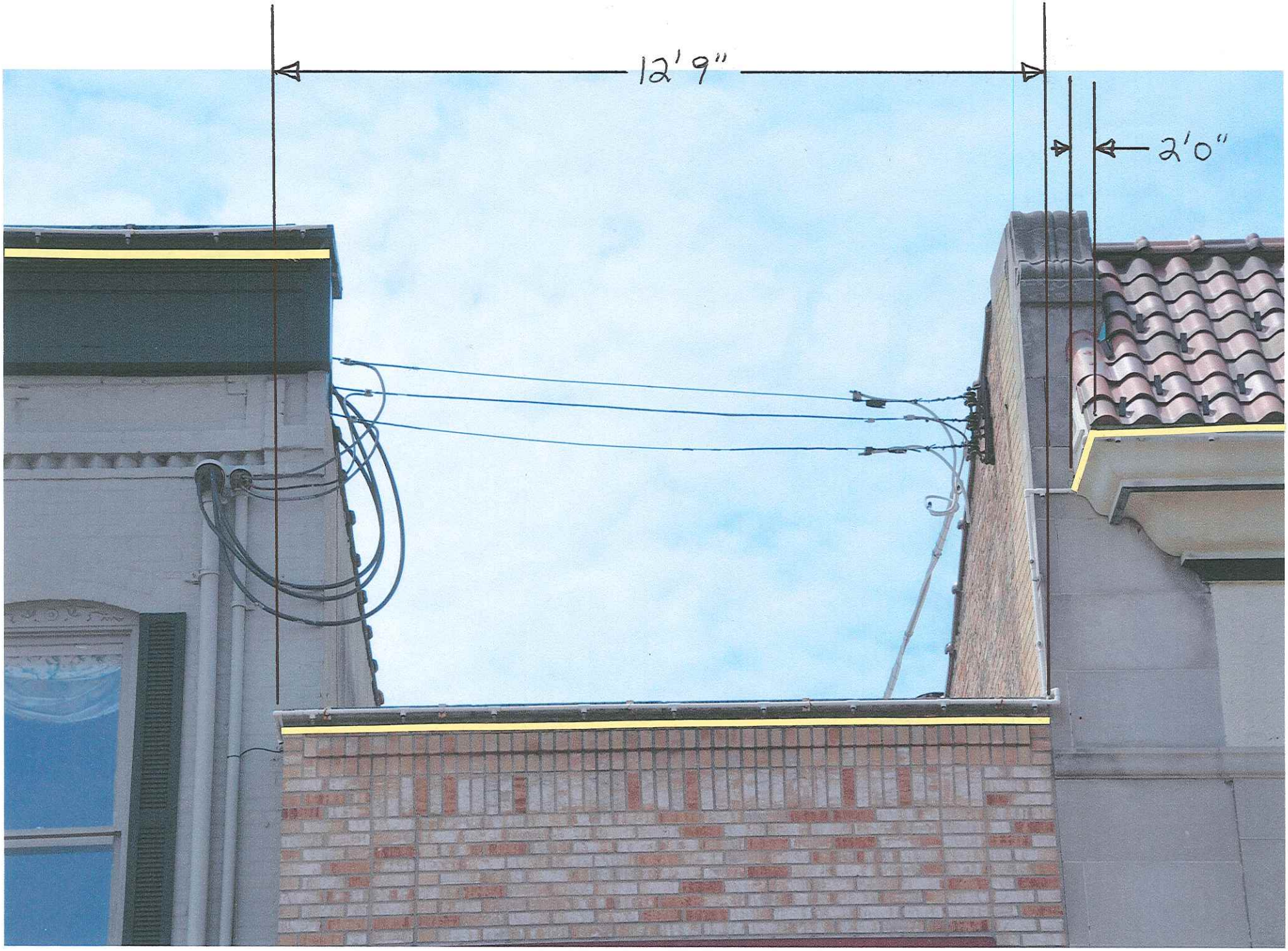
44'1"
CLASSIC CINEMAS
225


37'4"
2'6"
7"
223


22'9"

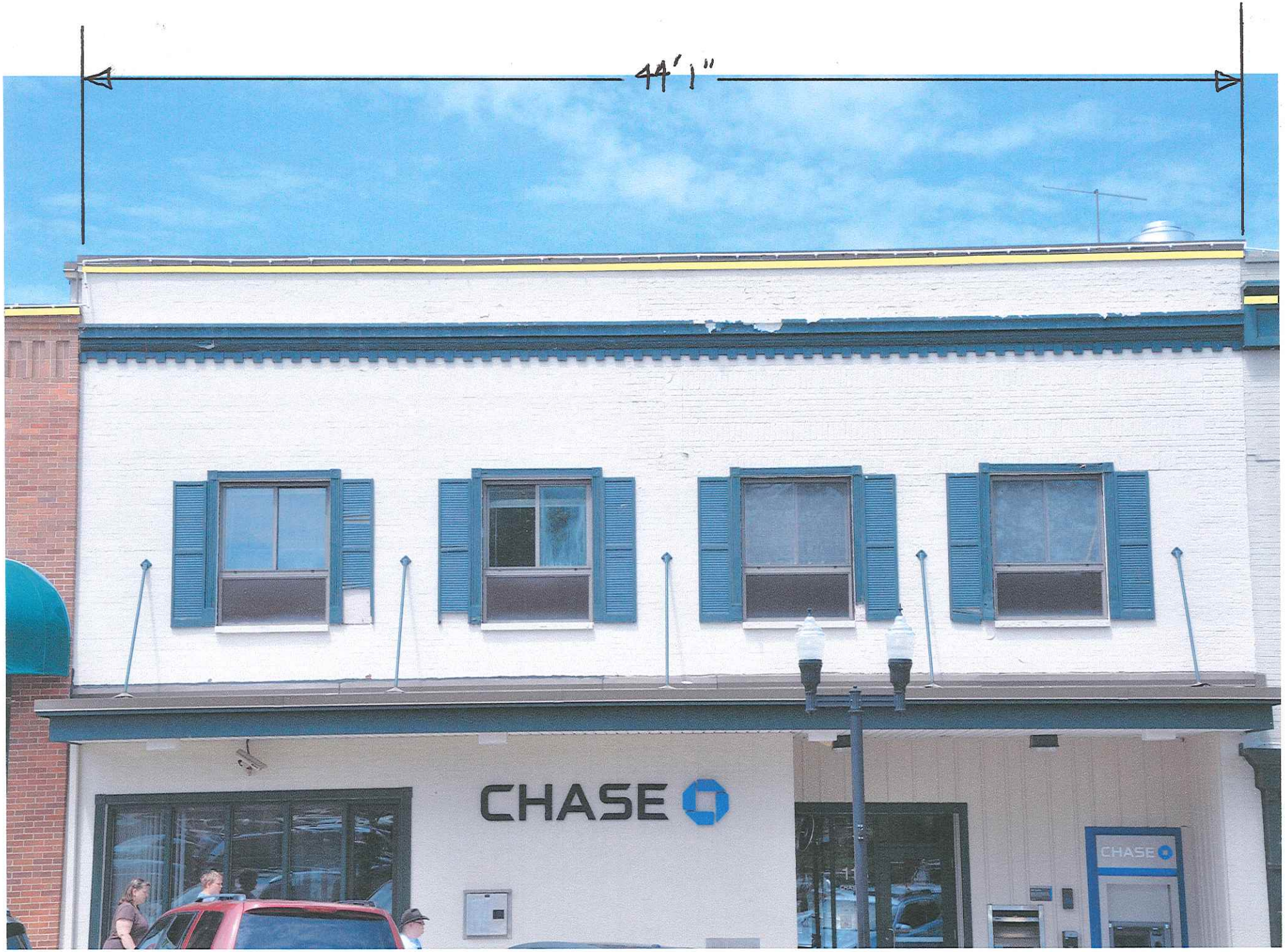
29'8"
2'0"
2'3"

61'0"
WOODSTOCK THEATRE
WEDNESDAY MORNING MOVIE SERIES
JUNE 10 TO AUG 5
10 AM ALL SEATS $1

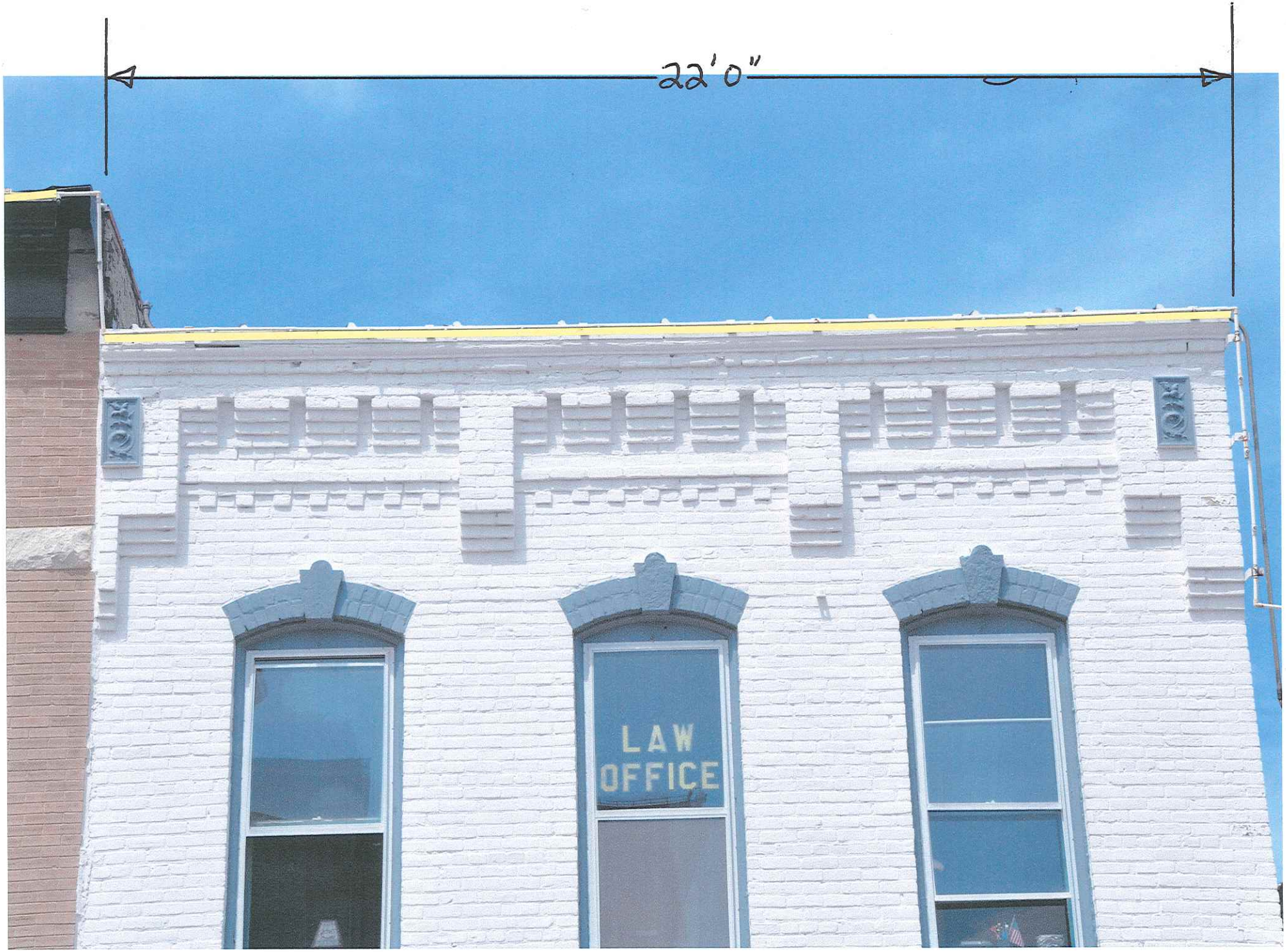

12' 9"
2'0"

70' 10"
BERKSHIRE HATHAWAY
STARCK REAL ESTATE
201 MAINSTREET

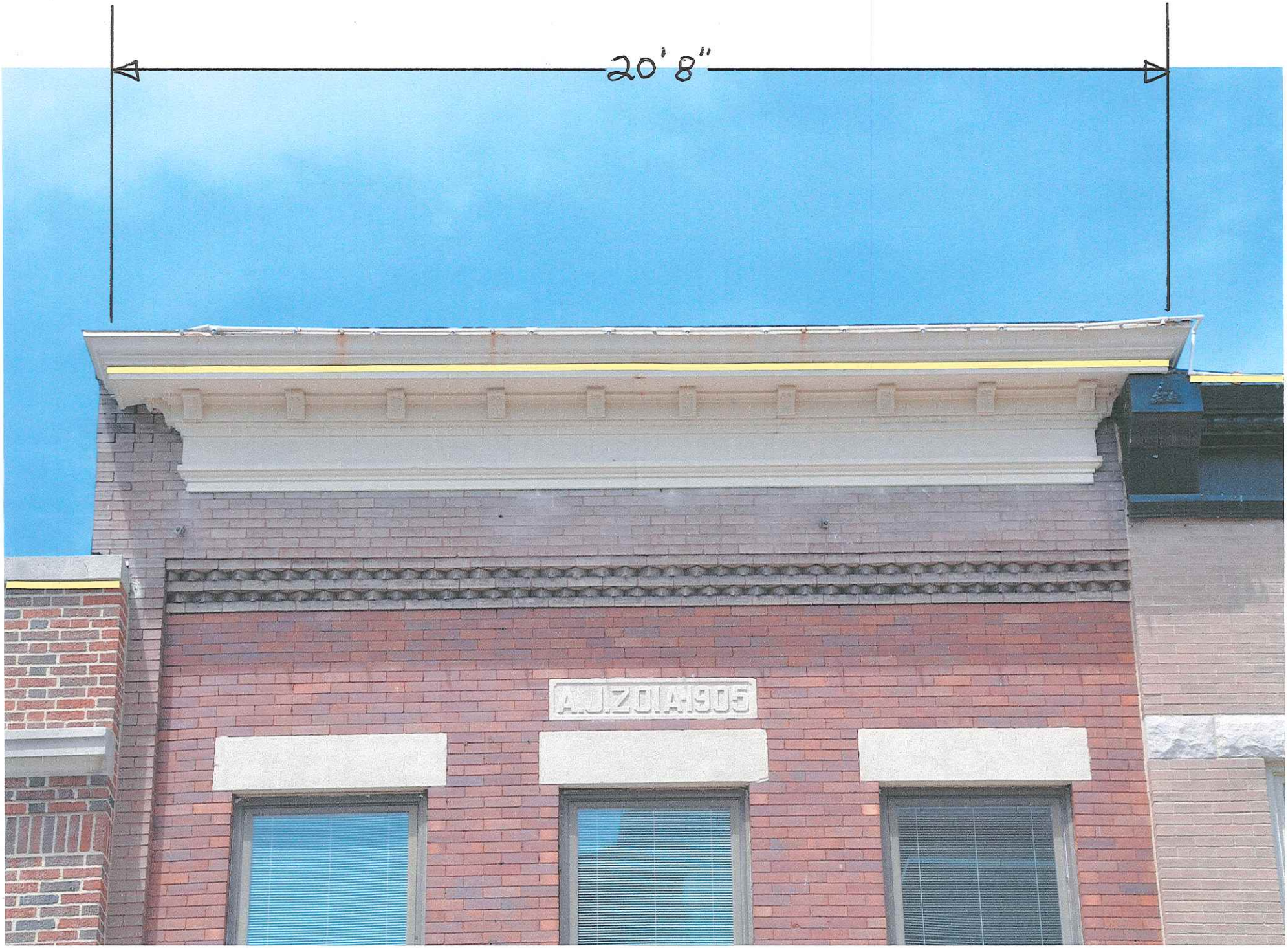
51'3"
BE RKSHIRE HA THAWAY
STARCK REAL ESTATE
HOTEL
CURRENT LISTINGS

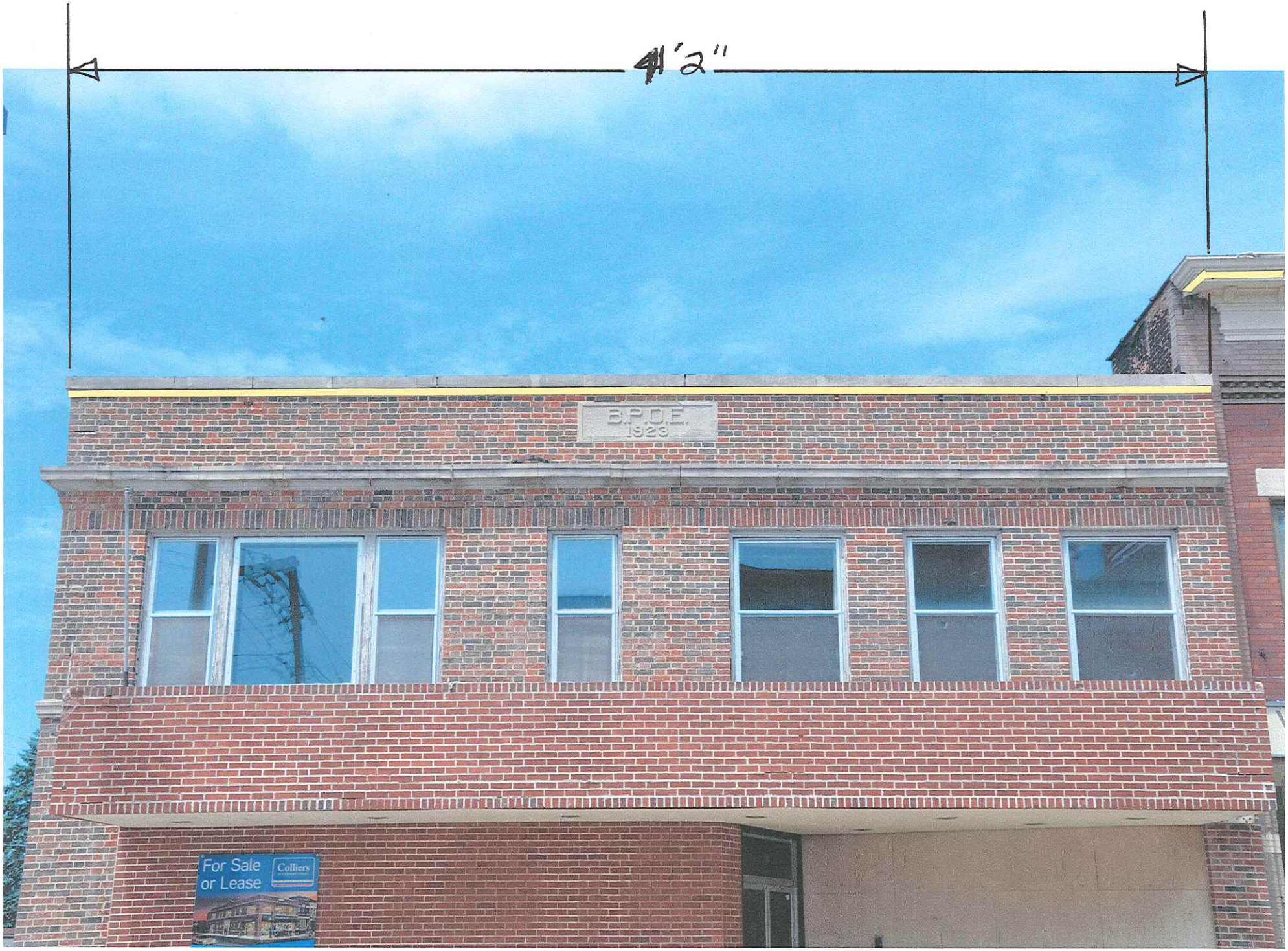

44' 1"
CHASE
CHASE

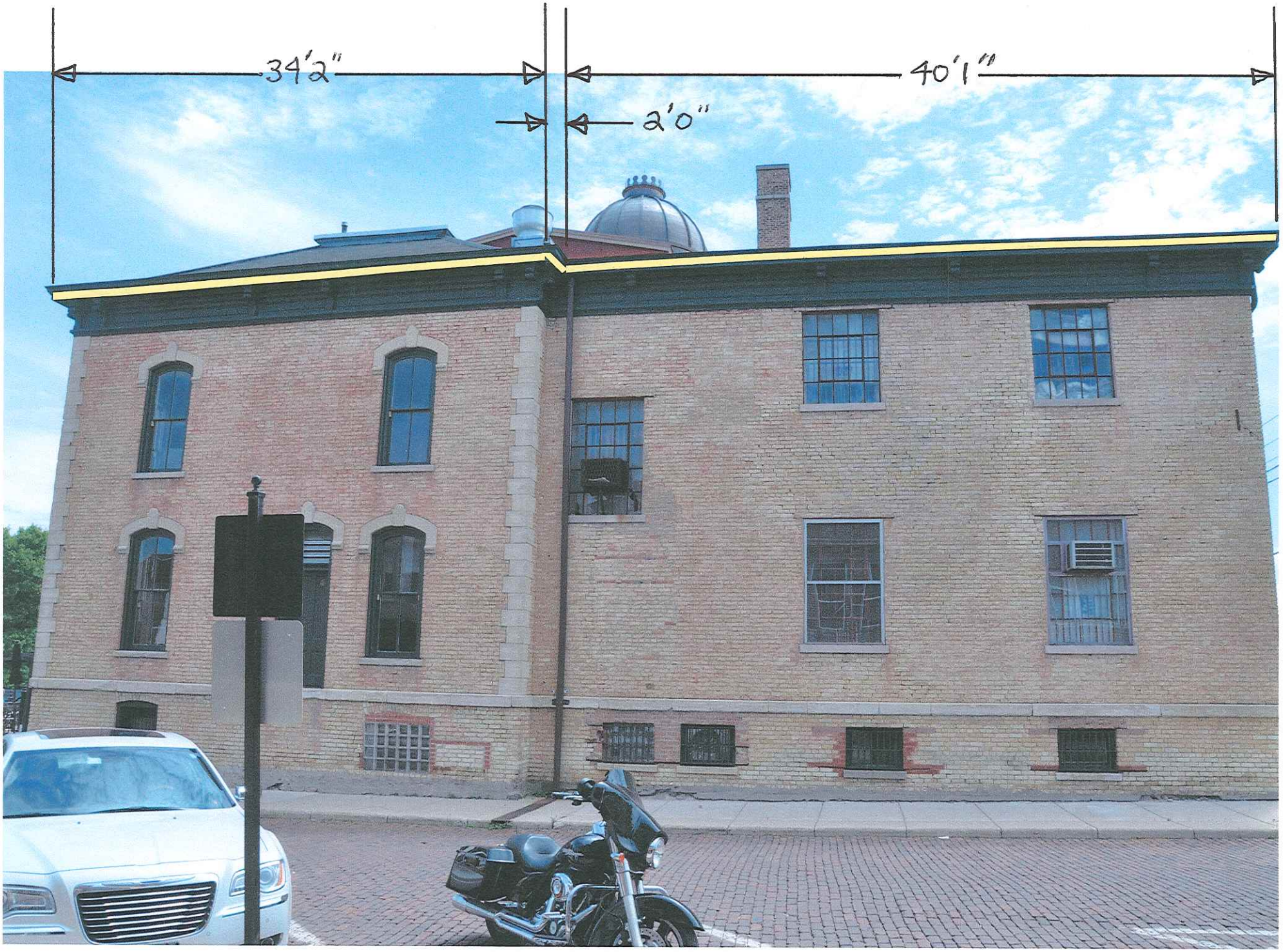
83' 9"
yo fresh
jaci's cookies
GALLERIA
124
mixin mingle
Fresh Fruit Smoothies
jaci's cookies

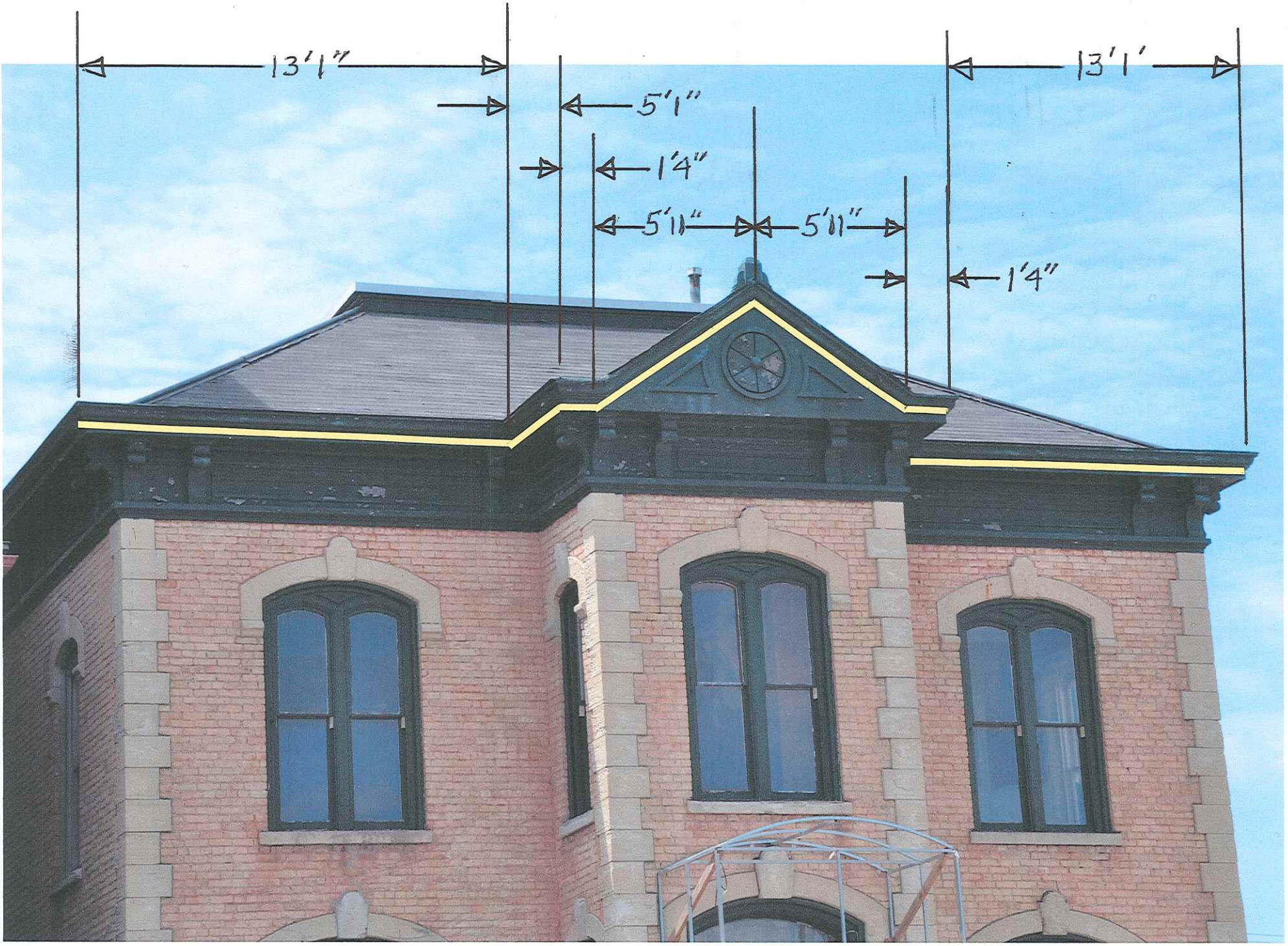

22'0"
LAW
OFFICE

34'7"
Investment
Research
Center
INTERIORS ANEW
INTERIORS ANEW
OFFICES
134
132

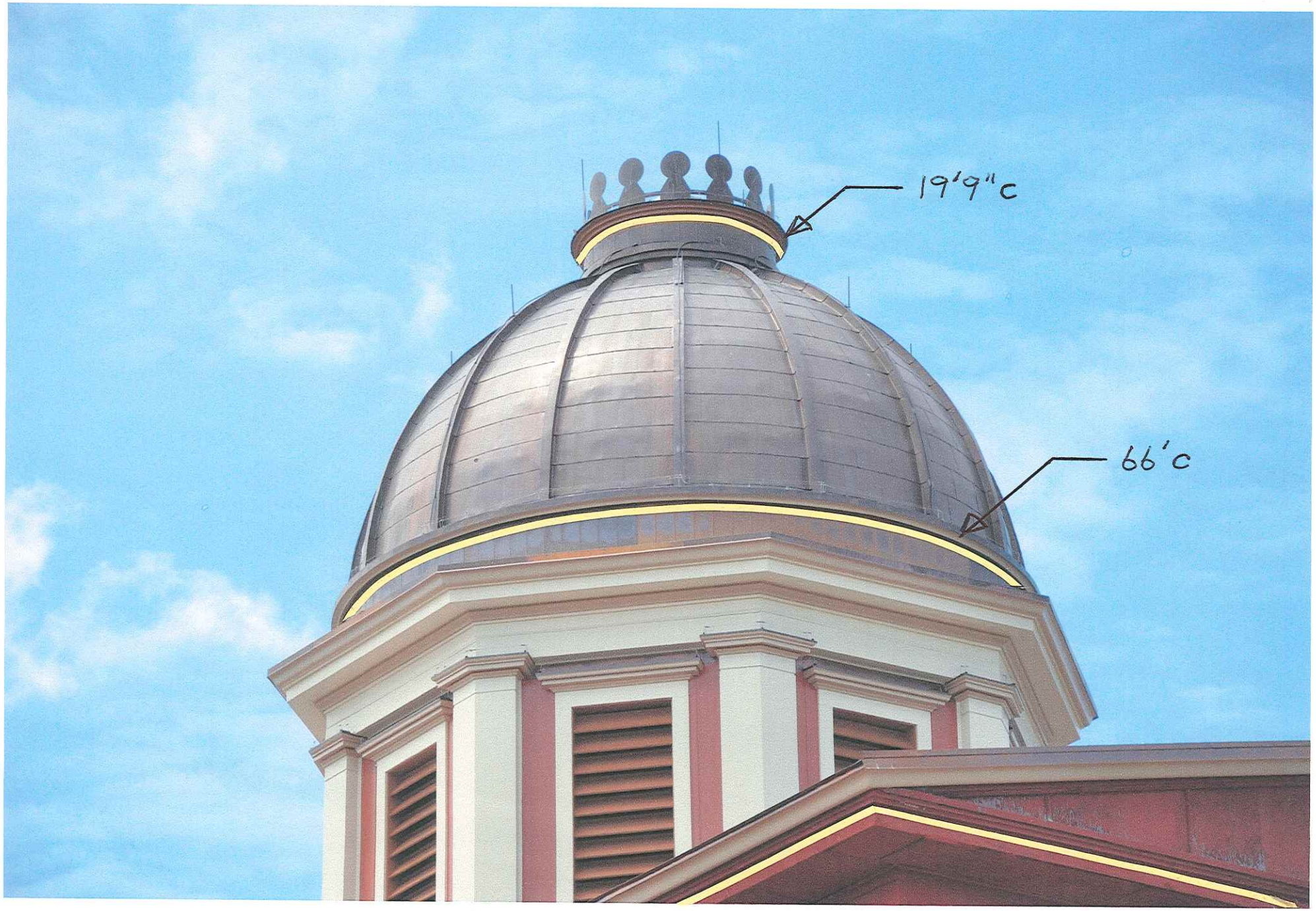

20' 8"
A.J.ZOIA·1905


41'2"
B.P.O.E.
1923
For Sale
or Lease
Colliers

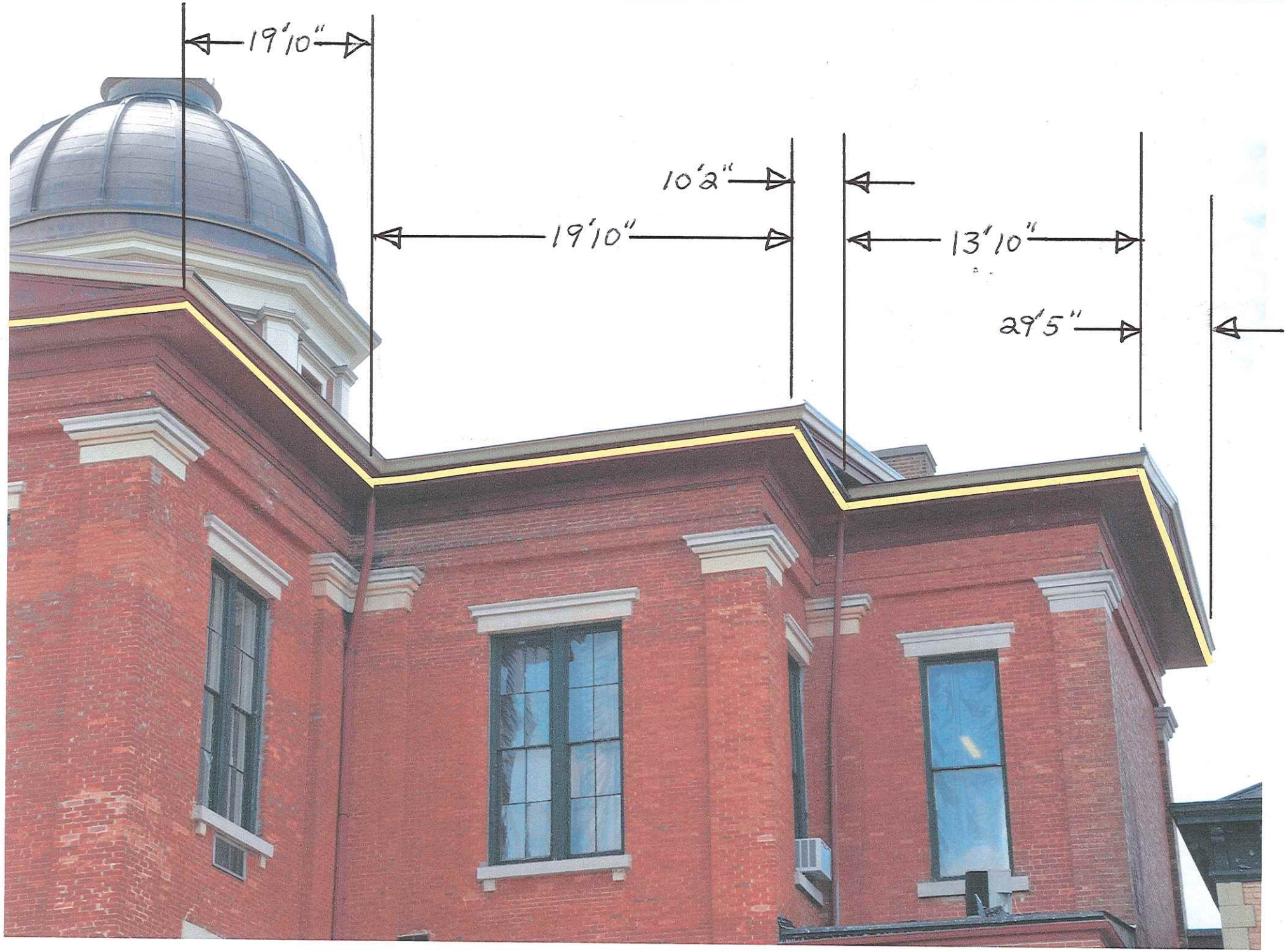

34'2"
40'1"
2'0"

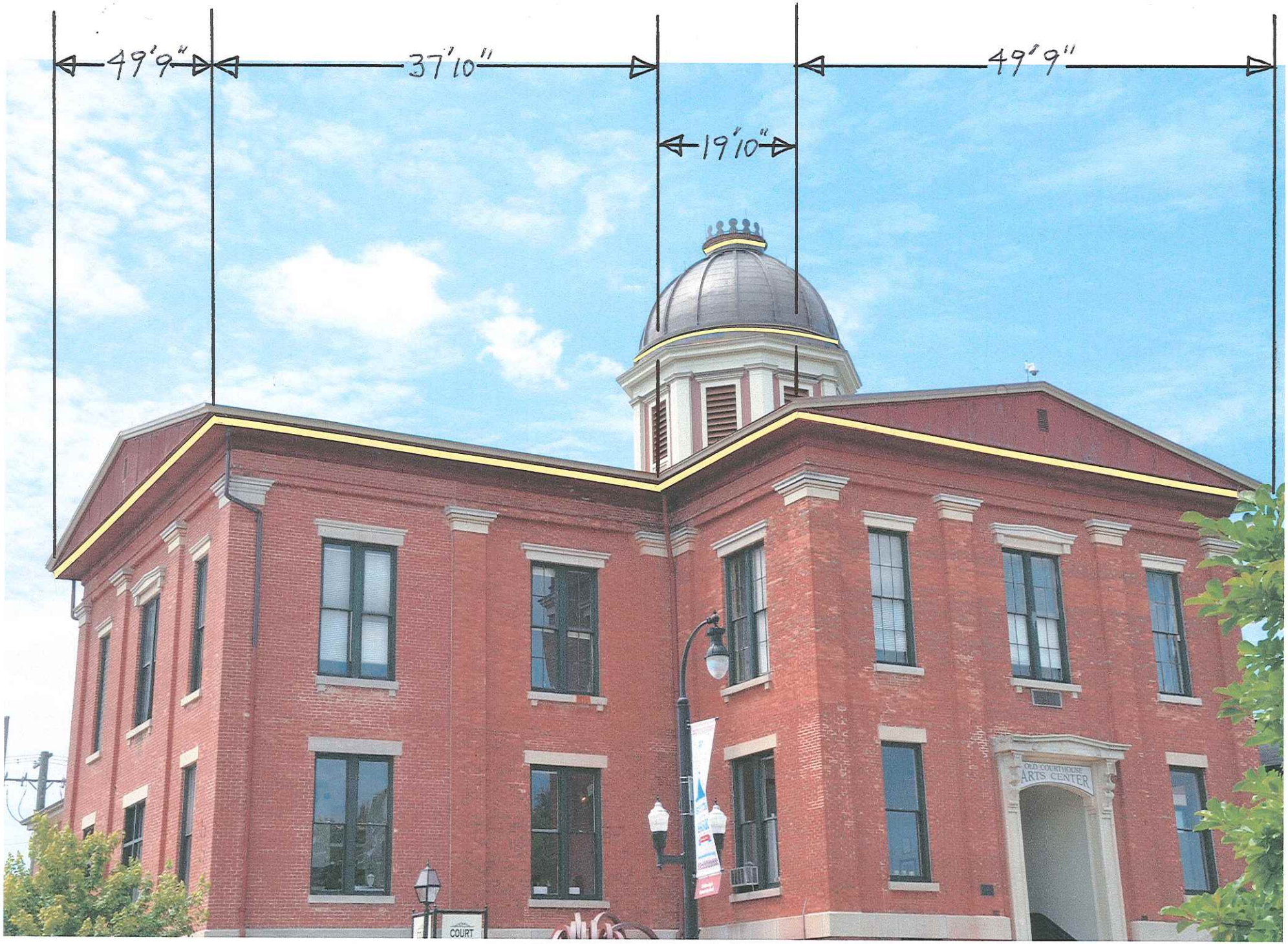

13'1"
5'1"
1'4"
5'11"
5'11"
13'1'
1'4"

circumference @ base 19'9"



85

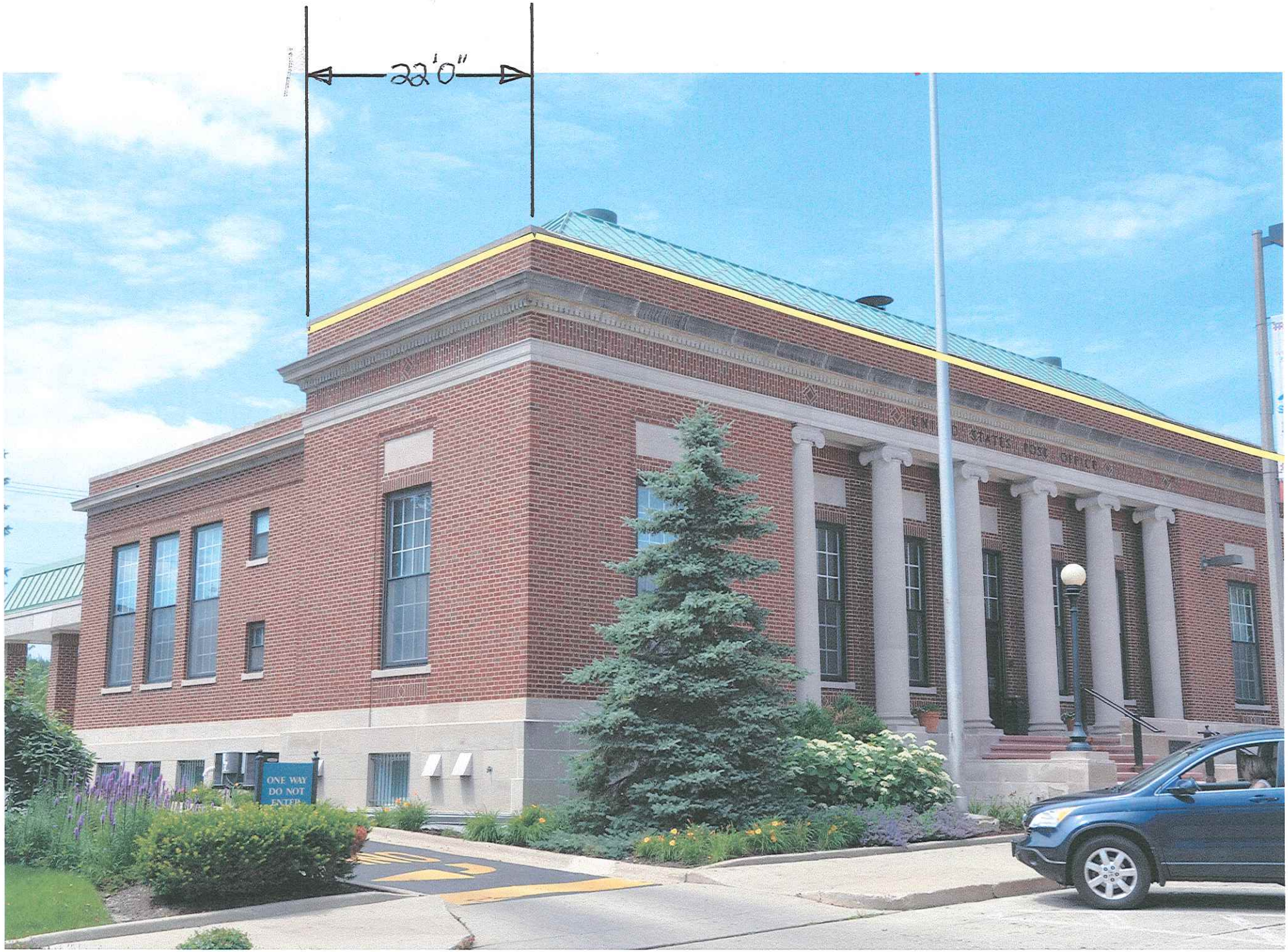

19'10"
10'2"
19'10"
13'10"
29'5"

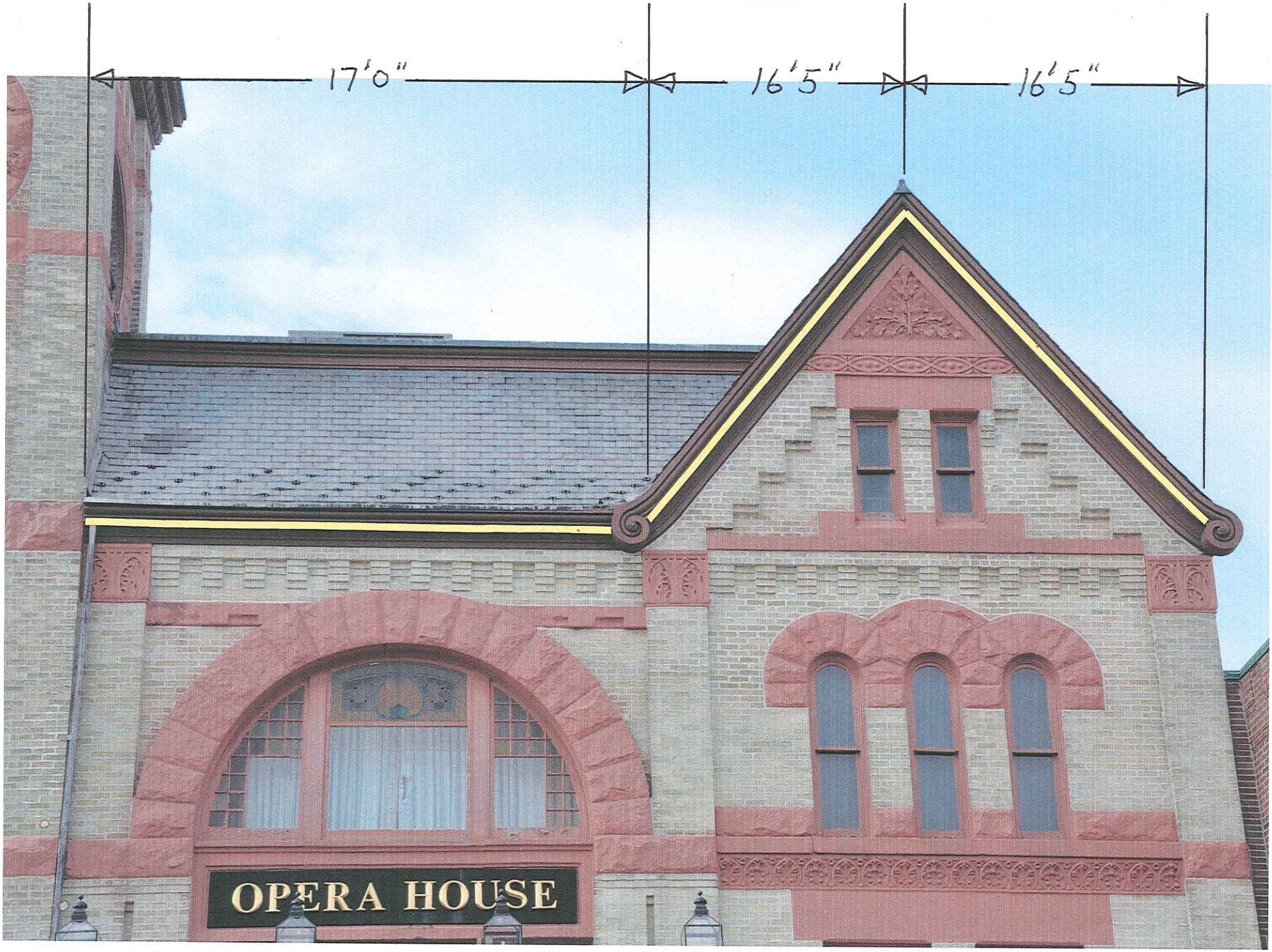

49'9"
37'10"
19'10"
49'9"
OLD COURTHOUSE
ARTS CENTER
COURT

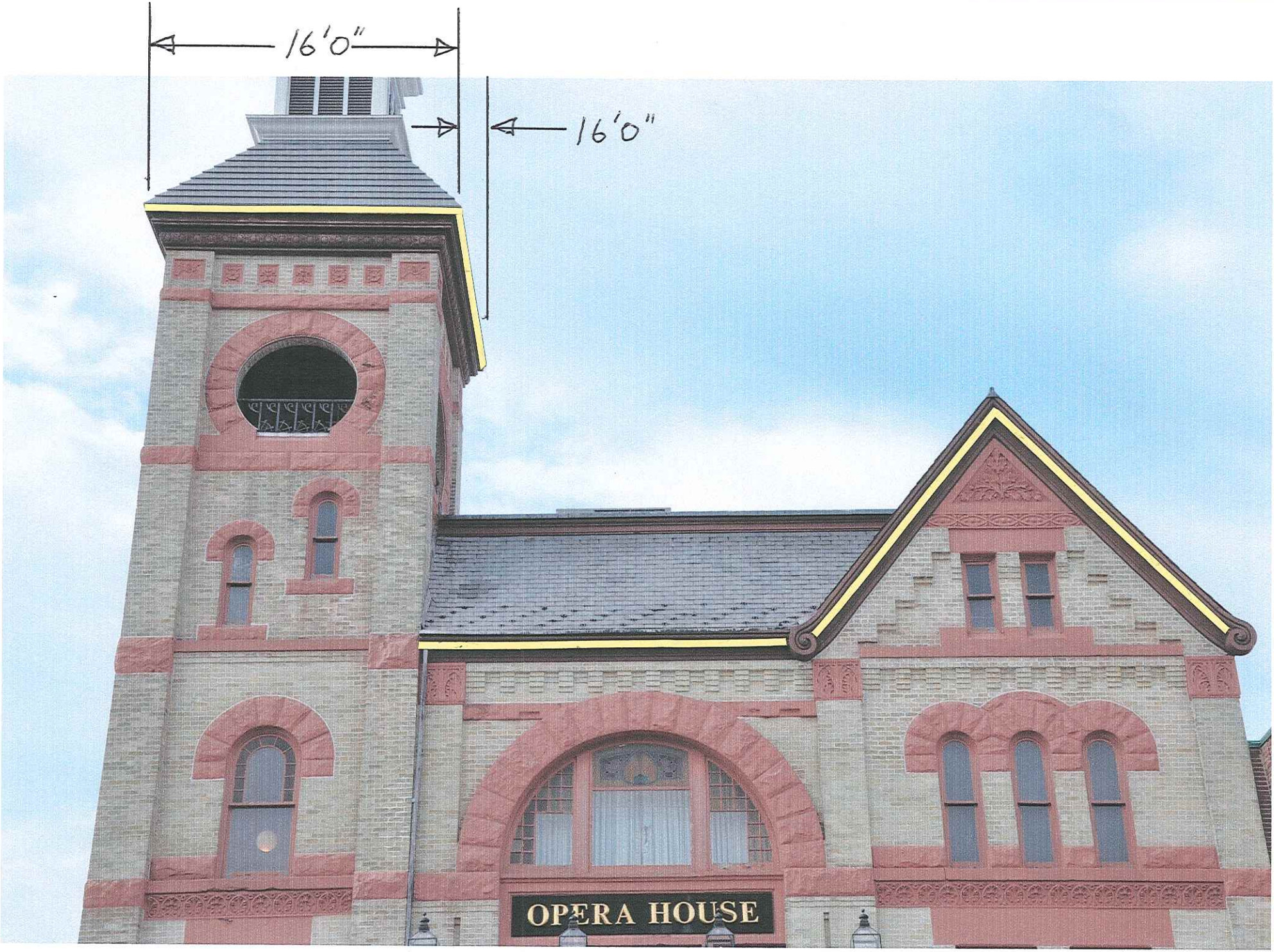
126'5"
SEWING CONCEPTS
JANOME
SALES · SERVICE · CLASSES
FABRICS NOTIONS QUILTING

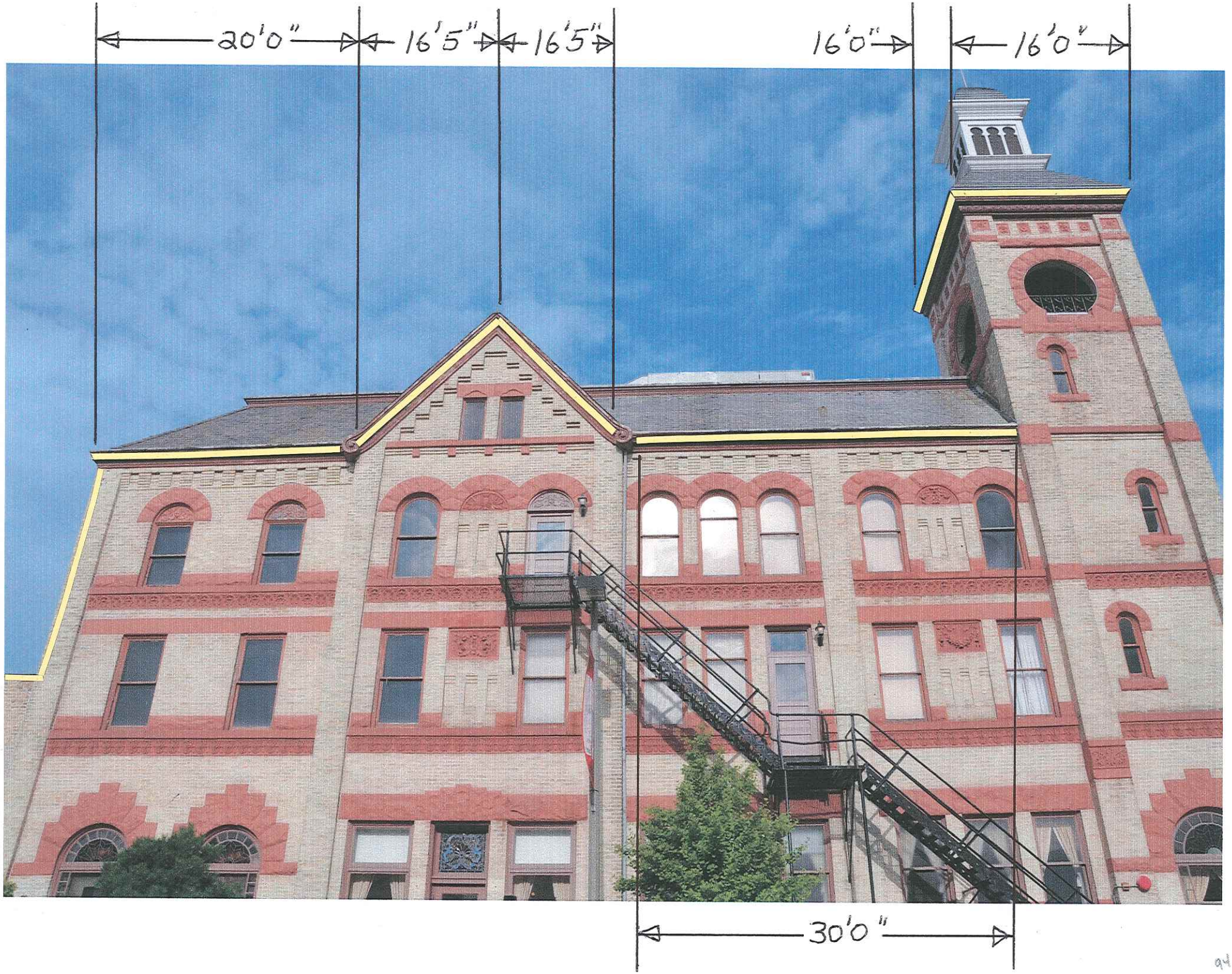
95'9"
WOODSTOCK SQUARE MALL
OPEN

81'2"
22'0"
UNITED STATES POST OFFICE
JOHNSON ST.
VAN BUREN ST.
HOME
STATE BANK


22'0"
ONE WAY
DO NOT


17'0"
16'5"
16'5"
OPERA HOUSE


16'0"
16'0"
OPERA HOUSE


20'0"
16'5"
16'5"
16'0"
16'0"
30'0"

17'6"
34'1"

Woodstock Opera House

Memo

To: Roscoe Stelford, City Manager

From: Mark Greenleaf, Building Manager

Cc: John Scharres, Managing Director

Date: July 24, 2015

Re: CIP Replacement of Opera House South Roof

The City's current five year CIP includes an appropriation of $45,500 for replacement of a flat roof on the first (south) addition to the original City Hall/Opera House building. Although a complete tear off and replacement membrane roof (of the same quality as the main Opera House roof) were proposed for this area as part of the 1980s exterior renovation, that work was not done. The built-up roof of asphalt and felt on perlite insulation which was installed now develops leaks throughout the year despite two subsequent professional hot-mop applications and frequent patching by Opera House staff. Repair of water damage to masonry, plaster ceilings, interior walls and carpeting in backstage areas – the cumulative result of years of individual leaks - should properly be made after a comprehensive tear off, inspection/repair of the roof deck and new roof installation are completed.

Bids for this work were solicited this month in conjunction with Garland/DBS, Inc., in keeping with the City's membership in the U.S. Communities Government Purchasing Cooperative. Garland's local representative worked with Opera House staff to ensure that the bid documents and specifications were accurate, consistent with the needs of the historic facility, its requirements as a contributing structure in the historic district, as well as local ordinance and state labor laws. The schedule of bid posting, Council consideration, award of contract and the proposed August-September work period were selected to avoid conflicts with both the Opera House event schedule and the seasonal school-roofing schedules of many qualified firms.

A total of three bids were received by DBS and opened yesterday. The results were conveyed to the Opera House this morning. The Garland/DBS report, including proposal, scope of work and bids, is attached. The bids are as follows:

Waukegan Roofing Co., Inc., Waukegan, IL	**$ 75,958**
Malcor Roofing of IL, Inc., St., Charles, IL	**$ 88,322**
All American Exterior Solutions, Lake Zurich, IL	**$ 94,363**

Given the disparity between these bids, the funding appropriated, and Opera House scheduling concerns, **it is recommended that the City Council reject all bids received** and that the Opera House staff make repairs to the south roof as needed through FY15/16. Staff intends to follow up with the contractor who provided the quote used to develop the FY15/16 budget appropriation to determine if the work can be completed in line with the proposed funding.

Reviewed and Approved by:

Roscoe C. Stelford III

City Manager

Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055

ROOFING MATERIAL AND SERVICES PROPOSAL

Woodstock Opera House
Roof Replacement
Date Submitted: 07/24/2015
Proposal #: 25-IL-150416
MICPA # 14-5903
Illinois Roofing License #: 104.015673

Please Note: The following estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Cobb County, GA and U.S. Communities. This estimate should be viewed as the maximum price an agency will be charged under the agreement.

Scope of Work: Woodstock Opera House Roof Replacement

1. Remove existing roof assembly down to structural wood deck(existing assembly consists of wood deck, 1" Perlite insulation, BUR).
2. Nail 1xPly Stressbase 80 base sheet as a vapor retarder directly to the wood deck.
3. Mechanically fasten 1" polyisocyanurate insulation directly to wood deck.
4. Install ½:12" tapered saddle between drains on southern perimeter wall in insulation adhesive.
5. Install .5” Densdeck in insulation adhesive according to wind uplift calculations directly to polyisocyanurate insulation.
6. Install 1xPly Stressbase 80 in Weatherking interply adhesive at a rate of 2.5 gallons/square directly to Densdeck.
7. Install 1xPly Stressply in Weatherking interply adhesive at a rate of 2.5 gallons/square directly to base sheet.
8. Coat entire roof with Garlabrite roof coating at a rate of 2.5 gallons/square.
9. Install 1xPly Stressbase 80 Base Sheet and 1xPly Stressply Mineral cap sheet at all penetrations and perimeter with Weatherking Flashing Adhesive.
10. Install new copper sheet metal flashing and trim in accordance with Section 07 60 00 and drawings/details.
11. Raise gas line as needed to clear new roof assembly.
12. Coordinate with mason to Remove & Replace clay tile coping caps(completed by mason).
13. Clean up and haul away all debris.

Woodstock Opera House Roof Replacement:

Proposal Price Based Upon Market Experience:	**$**	**75,958**

Competitive Bid Results

Waukegan Roofing Company Inc.	**$**	**75,958**
Malcor Roofing of IL, Inc.	**$**	**88,322**
All American Exterior Solutions	**$**	**94,363**

Unforeseen Site Conditions

Decking Replacement	$	8.55	per Square Foot
Installation of New Drains (w/ Plumbing Connection)	$	3,648.00	Each
Wood Blocking (Nailer) Replacement	$	8.55	per Linear Foot
Drain Replacement	$	2,166.00	Each

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers. Proposal pricing valid through 12/31/2015. **Taxes are not included in this proposal pricing.**

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Matt Egan

Matt Egan
Garland/DBS, Inc.
(216) 430-3662

LAW OFFICES
ZUKOWSKI, ROGERS, FLOOD & McARDLE
50 VIRGINIA STREET
CRYSTAL LAKE, ILLINOIS 60014

(815)459-2050
FAX (815)459-9057
www.zrfmlaw.com

TIMOTHY J. CLIFTON
tjclifton@zrfmlaw.com

July 24, 2015

VIA E-MAIL
Mayor and City Council
c/o Roscoe Stelford, Manager
City of Woodstock
121 West Calhoun Street
Woodstock, IL 60098

PROTECTED BY ATTORNEY/CLIENT PRIVILEGE

Re: Distressed Property Litigation

Dear Mayor and City Council Members:

In the past year or more, City Staff has dealt with numerous complaints regarding the condition of the various properties within the City of Woodstock, which have either been abandoned or are not properly being kept-up leading to a blight on the City.

At this time, City staff has identified a few properties, which warrant immediate action. The actions may include daily citations, seeking administrative search warrants to document the conditions, injunctive relief to obtain clean-up, and potentially seeking ownership and demolition through the court process, similar to the process with 315 W. Judd Street.

The properties include 669 Washington Street, 435 E. Lake Street, 1238-1240 Thomas Drive and 723 Wicker Street.

Depending on how each specific property plays out, different actions may be warranted as advised by our office. In an effort to streamline the process on these properties, authority to take the necessary legal steps after consultation with City staff would be helpful.

If the above plan meets with your approval, then **a motion to authorize the City Attorney, after consultation with City staff, to take the necessary legal steps to deal with the properties at 669 Washington Street, 435 E. Lake Street, 1238-1240 Thomas Drive and 723 Wicker Street, would be appropriate.**

If you have any questions about the process or other legal issues surrounding this property or the process itself, please do not hesitate to give me a call.

Very sincerely yours,

Timothy J. Clifton (jd)

Timothy J. Clifton

TJC:jd
cc: Ruth A. Schlossberg
Z:\W\WOODSTOCK\LMAYOR&CITYCOUNCIL.DISTRESSEDPROPERTY.DOC

Reviewed and Approved by:

Roscoe C. Stelford III

City Manager

LAW OFFICES
ZUKOWSKI, ROGERS, FLOOD & McARDLE
50 VIRGINIA STREET
CRYSTAL LAKE, ILLINOIS 60014

(815)459-2050
FAX (815)459-9057
www.zrfmlaw.com

DAVID W. McARDLE
dmcardle@zrfmlaw.com

July 24, 2015

Mr. Roscoe Stelford, Manager
City of Woodstock
121 West Calhoun Street
Woodstock, IL 60098

Re: Proposed Settlement Agreement—Bond Safeguard Insurance Co./Apple Creek Estates Developement

Dear Roscoe:

As we discussed, included with this letter are the following:

1. The proposed Settlement Agreement signed by all parties;
2. The proposed court order signed by all attorneys, which should be entered by August 4th;
3. An agenda supplement I prepared for your use in presenting this Agreement to the Council for approval; and
4. Draft Resolution to formalize the Council's approval of the Settlement Agreement and your execution of it.

Call with any questions.

Sincerely,

David W. McArdle

DWM:jm

BRIEF SUMMARY OF PROPERTY SETTLEMENT AGREEMENT APPLE CREEK ESTATES SUBDIVISION DISPUTE
ATTORNEY/CLIENT PRIVILEGE APPLIES

In 2005, the City entered into an Annexation Agreement with Apple Creek Estates, LLC, to develop approximately 550 acres of property with mixed residential uses at the intersection of Lucas Road and Illinois Route 47. As you know, the development and related public improvements required to be installed under the Annexation Agreement are only partially built. The contractual obligations of Apple Creek Estates, LLC under the Annexation Agreement were not completed and a bankruptcy proceeding ensued. As a result, the City filed suit against the bond company, Bond Safeguard Insurance Co., which holds bonds which partially secure completion of the public improvements for the first phase of the development. Bond Safeguard issued two surety bonds to secure underground and roadway improvements and one to secure wetland construction improvements. The remaining sums of these bonds are as follows:

Bond No. 5021491 (underground improvements and roads) $270,359.25

Bond No. 5021490 (underground improvements and roads) $97,057.50

Bond No. 5024828 (wetland improvements) $441,890

The proposed Settlement Agreement provides for resolution of this dispute as follows:

1. Bond Safeguard will pay the full amount of the two road bonds, totaling $367,416.75, to the City of Woodstock within twenty-one (21) days of the execution of the Settlement Agreement. These funds must be used for public improvements within phases 1A and 1B for road improvement purposes only. All of this work will be done by the City under its annual road improvement program contract—hopefully this year.

2. Bond Safeguard shall pay a third-party contractor, Encap, a wetland specialist, the sum of $351,308, and Land Conservancy the sum of $33,000 (total $384,308) in order to make wetland improvements on the subject property, to satisfy the U.S.Army Corps of Engineers, who have specific performance requirements, over the next three years. The payments to Encap will be made through a contract with Land Conservancy and all the funds will be held in the trust account of the attorney for Bond Safeguard and paid at the joint direction of the Land Conservancy and the City's staff engineer, after the Army Corp of Engineers approves the various stages of work. The reason these monies and contract are not

being handled through the City is to hopefully prevent the three (3) year contract work from falling within the prevailing wage law since it will not be a City "public works" project. We tried to confirm this fact with the Illinois Department of Labor several times; however, the Department will not issue advisory opinions on the matter. If this contract were deemed to be a public work within the purview of the Prevailing Wage Act, the cost would be significantly higher (perhaps double) and the wetland project work would not be completed with the secured bond fund amount and the U.S. Army Corps of Engineers requirements would not be met.

3. After three years of construction by Encap and approval by the U.S. Army Corps of Engineers, the Land Conservancy will take over long-term maintenance of the wetland area, pursuant to the terms of a written agreement the City has entered into with the Land Conservancy for this purpose. A copy of this agreement is attached to the Settlement Agreement. Funding of this long-term maintenance shall be provided by excess funds which remain in the Apple Creek common association's fund at the end of three years, supplemented by association dues, for the purpose of this maintenance and secured by the special service area enacted by the City previously, in the event that funds run short.

4. The City will also be paid from Hawthorn 45 LLC, a land development entity which previously purchased many of the lots from the Apple Creek bankruptcy, the sum of $25,000, also to be used toward road improvements, in conjunction with phases 1A and 1B of the development.

5. All of the parties to the Settlement Agreement, including the City Manager, should have already signed the Settlement Agreement and the attached court order should have been entered approving the Settlement Agreement by August 4th, subject to City Council's ratification of the City Manager's signature of the Settlement Agreement and general approval of the Settlement Agreement on behalf of the City of Woodstock. Should this vote take place and be in the affirmative, the matter will be concluded and we will move forward. Should the City Council reject the Settlement Agreement, we will return to court and proceed with the litigation.

IN THE CIRCUIT COURT OF 22nd JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

CITY OF WOODSTOCK, Plaintiff, vs. BOND SAFEGUARD INSURANCE CO., Defendant/Third Party Plaintiff. vs. HAWTHORN 45, LLC and WOODSTOCK HOLDINGS, LLC, Third Party Defendants.	)))))))))))	No 12 LA 166

FINAL SETTLEMENT ORDER

This matter before the Court on the Motion of all parties hereto, for entry of this Final Settlement Order, and the court being fully advised with regard to the desire of the parties to end this litigation; it is hereby ordered, adjudged and decreed as follows:

1. The fully signed Settlement Agreement is approved, subject to the formal approval by the City of Woodstock City Council ratification vote of the City Administrator's execution of the Agreement at the City's next meeting on August 4, 2015;

2. The Complaint, Counter-Complaints, Third Party Complaints and all related claims filed herein are dismissed, with prejudice, each party paying their own costs; provided, however, to the extent permitted by law, the court retains jurisdiction to enforce the terms of the Settlement Agreement.

3. In connection with the terms of the Settlement Agreement, Hawthorn 45, LLC shall cause the Amended and Restated Community Declaration for Apple Creek Estates to be recorded in the McHenry County Recorder's Office within 21 days from the date of this order.

Dated: July ___, 2015

ENTER:_____

The form and substance of this Final Settlement Order and Settlement Agreement are approved by the following parties through their respective attorneys:

_____Date:_____
Michael J. Smoron, Attorney for City of Woodstock

_____Date:_____
Con Riordan, Attorney for Bond Safeguard Insurance Co.

_____Date:_____
Don Mulack, Attorney for Hawthorn 45, LLC

_____Date:_____
Michael McNerney, Attorney for Woodstock Holdings, LLC

Prepared by:
Michael J. Smoron, Attorney No. 06207701
ZUKOWSKI, ROGERS, FLOOD & MCARDLE
50 Virginia Street; Crystal Lake, IL 60014

RESOLUTION

Ratification of City Manager's Execution of
Bond Safeguard Insurance Co.—Apple Creek Estates
Settlement Agreement and Approval of Same

WHEREAS, the City of Woodstock has been engaged in litigation with Bond Safeguard Insurance Co. and others regarding the Apple Creek Estates Subdivision public improvements in a case styled *City of Woodstock v. Bond Safeguard Insurance Co, et.al.* docket number 12 LA 166 filed in the McHenry County Circuit Court ("Lawsuit");

WHEREAS, the parties to the Lawsuit have agreed to and fully signed a written Settlement Agreement, a copy of which is attached hereto, and the court in the Lawsuit has entered an order dismissing the Lawsuit subject to the City Council approval of the Settlement Agreement and ratification of the City Manager's previous execution of the Settlement Agreement.

WHEREAS, the City Council desires to approve the Settlement Agreement and ratify the City Manager's previous execution of the Settlement Agreement..

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Woodstock, McHenry County, Illinois that the Proposed Settlement Agreement attached hereto is approved by this City Council and the City Manager's previous execution of the Settlement Agreement is hereby ratified. Furthermore, the City Manager is authorized to execute any other documents from time to time necessary to implement the Settlement Agreement in the future.

DATED this 4th day of August, 2015.

_____
Mayor Brian Sager, PhD

ATTEST:

_____
City Clerk Cindy Smiley
Z:\W\WOODSTOCK\Resolutions\Outlot B Surplus.docx

CERTIFICATION

I, Cindy Smiley, do hereby certify that I am the duly appointed and qualified Clerk of the City of Woodstock, McHenry County, Illinois, and that as such Clerk, I am the keeper of the ordinances, records, corporate seal and proceedings of the Mayor and City Council of said City.

I do hereby further certify that at a regular meeting of the Mayor and City Council of the City of Woodstock, held on the 4th day of August, 2015, the foregoing Resolution entitled *Ratification of City Manager's Execution of Bond Safeguard Insurance Co.—Apple Creek Estates Settlement Agreement and Approval of Same* was duly passed and approved by the Mayor and City Council of the City of Woodstock.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said City for safekeeping, and that I am the lawful custodian and keeper of the same.

IN WITNESS WHEREOF, I have affixed my name as Clerk and caused the seal of said City to be affixed hereto this _____ day of _____, 2015.

_____
Cindy Smiley, Clerk
City of Woodstock,
McHenry County, Illinois

(CITY SEAL)

EXECUTION COPY

SETTLEMENT AGREEMENT

This Settlement Agreement (this "Settlement Agreement") is made and is effective as of July 22, 2015 by and among, the City of Woodstock ("City"), Bond Safeguard Insurance Company ("BSIC"), The Land Conservancy of McHenry County ("TLC"), Hawthorn 45, LLC ("Hawthorn") and Woodstock 150, LLC ("Woodstock 150") (collectively, the "Parties").

R E C I T A L S

A. The City is an Illinois municipal corporation located at 121 West Calhoun Street, Woodstock, Illinois; BSIC is an insurance company which does business in Illinois and Hawthorn is an Illinois limited liability company which does business in Illinois;

B. Apple Creek Estates ("Apple Creek") is a subdivision within the City's territory and consists of a portion of the following described real estate:

> The southeast quarter of the southwest quarter of Section 17, the southwest quarter of the southeast quarter of Section 17, the northwest quarter of Section 20, the west half of the southwest quarter of the southwest quarter of Section 21 (except the north 160 feet of the west 347.3 feet thereof), and the south half of Section 20 (except the west 350 feet of equal width off the southwest quarter of said Section 20 lying southerly of the center of Lucas Road), all in Township 44 North, Range 7 East of the Third Principal Meridian, in McHenry County, Illinois.

C. Prior to its annexation to the City, Apple Creek was wholly owned by Apple Creek Estates, LLC (the "Developer").

D. The Developer and the City entered into an Annexation Agreement (the "Annexation Agreement"), dated August 11, 2005, and recorded with the McHenry County Recorder of Deeds as part of City of Woodstock Ordinance No. 05-O-50, under Document No. 2005R0076249 by which Apple Creek was annexed to the City.

E. As part of the subdivision approval process, and pursuant to 65 ILCS 5/11-12-8, the City required the Developer to construct certain public improvements, including roads, underground improvements, streetlights, wetland mitigation and support and to post subdivision bonds to secure payment of the required public improvements should the Developer fail to construct the public improvements.

F. By way of background, the following agreements or instruments were previously entered into or adopted, as the case may be:

i) Open Space Management Agreement regarding Apple Creek by and among the Developer, the City, TLC and the Apple Creek Estates Community Association, LLC

(the "Association") attached hereto as Exhibit A (the "Open Space Management Agreement");

ii) Memorandum of understanding by and among TLC, the City, the Association and the Developer, attached hereto as Exhibit B (the "Memorandum of Understanding");

iii) Grant of Conservation Easement from the Association to TLC recorded as document number 2007R0083108 with the McHenry County Recorder's Office attached hereto as Exhibit C (the "Conservation Easement"), with a map of the real property subject to such Conservation Easement attached hereto as Exhibit D;

iv) Easement Agreement by and between Woodstock Holdings, LLC, as grantor, and Hawthorn, as grantee, recorded as document number 2011R0052909 with the McHenry County Recorder's Office, attached hereto as Exhibit E (the "Woodstock Holdings Easement");

v) City Ordinance No. 07-0-29 entitled *An Ordinance Ratifying the Establishment of Special Service Area Number 12 Within the City of Woodstock for the Property Commonly Known as the Apple Creek Development* recorded as document number 2007R0025409 with the McHenry County Recorder's Office attached hereto as Exhibit F (the "SSA Ordinance");

vi) Conservation Easement Area Maintenance Fund and Endowment Fund Escrow Agreement by and among the Association, TLC and First American Title Insurance Company dated December 17, 2007 attached hereto as Exhibit G (the "Escrow Agreement"); and

vii) Community Declaration for Apple Creek Estates made by the Developer recorded as document number 2006R0077368 with the McHenry County Recorder's Office attached hereto as Exhibit H (the "Declaration").

G. BSIC issued Bond No. 5021491 on March 27, 2006 in the amount of $3,882,893.44 for "Underground improvements, roadways and streetlights" in Phase 1A of Apple Creek, Bond No. 5021490 on March 27, 2006 in the amount of $1,687,739.38 for "Underground improvements, roadways and streetlights" in Phase 1B of Apple Creek and Bond No. 5024828 on November 6, 2006 in the amount of $441,890.00 for "wetland plantings, management and monitoring for Apple Creek Estates" in accordance with the Army Corps of Engineers ("Corps") permit (Chicago District Permit LRC-2004-12981 (200400858))(the "Corps Permit") attached hereto as Exhibit I. Bonds 5021490, 5021491 and 5024828 shall be collectively referred to as the "BSIC Bonds" and are attached hereto as Exhibit J;

H. On April 7, 2008, the penal sum of Bond No. 5021491 was reduced to $270,359.25 and the penal sum of Bond No. 5021490 was reduced to $97,057.50.

I. The Developer, along with certain affiliates, filed a petition for relief under the United States Bankruptcy Code and that the Trustee in the bankruptcy case sold all or some portion of the debtor's interest in the described property.

J. Hawthorn acquired certain real property in Apple Creek from the Developer's bankruptcy estate and is the current owner of the real property as legally described in Exhibit K (the "Hawthorn Property");

K. On April 18, 2011, the City made demands to BSIC on Bonds 5021490 and 5021491 and on August 19, 2011, the City made a demand on BSIC on Bond 5024828 in the full amount of each;

L. On or about May 4, 2012, the City filed suit against BSIC in the Circuit Court of the 22nd Judicial Circuit, McHenry County, Illinois entitled, *City of Woodstock v Bond Safeguard Insurance Company*, No 12 LA 166 ("Lawsuit") seeking to recover from BSIC under the BSIC Bonds.

M. In its answer to the City's complaint in the Lawsuit, BSIC denied liability to the City;

N. BSIC filed a third party complaint in the Lawsuit against Hawthorn seeking to recover from Hawthorn in the event that the City recovered from BSIC. In its answer to the third party complaint, Hawthorn denied liability to BSIC;

O. The Parties have conducted extensive negotiations in an effort to resolve their differences with respect to Apple Creek. As part of those negotiations, BSIC obtained from Encap, Inc. ("Encap") a revised proposal dated July 22, 2015, bearing number 14-0228B-CO1 for the price of $351,308.00 ("Encap Proposal"), a copy of which is attached hereto as **Exhibit L**. The Encap Proposal provides, *inter alia*, that 5% retainage will be held from each invoice until final sign-off from the Corps at which time the final performance criteria have been met and all retainage will be released and that TLC is a third party beneficiary. The Corps has advised the Parties that if the program contained in the Encap Proposal is implemented, and the work to be undertaken by TLC as described in paragraph 3 hereof is completed, the conditions of the Corps Permit will be satisfied;

P. As a result of their negotiations, the Parties have agreed to resolve the disputes among them with respect to Apple Creek under the terms and conditions set forth herein.

Q. TLC is signing this Settlement Agreement only with regard to accepting funds relating to maintenance of certain wetlands described in Exhibit M and execution of a management agreement (the "Management Agreement") with the City, in the form attached hereto as Exhibit N, the Amended and Restated Open Space Management Agreement (Exhibit O), the Assignment of the Woodstock Holdings Easement (Exhibit E), TLC's agreement to be named as a third party beneficiary under the Encap Proposal and TLC's undertaking of performance of certain work items described in paragraph 3 hereof.

A G R E E M E N T

NOW THEREFORE, for and in consideration of the mutual undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals Incorporated**. The foregoing Recitals are incorporated into and made a part of this Agreement.

2. **Road Bond Settlement Payment**. BSIC shall pay to the City within twenty-one (21) days of the complete execution of this Settlement Agreement the aggregate sum of **Three Hundred Sixty Seven Thousand Four Hundred Sixteen and 75/100 Dollars ($367,416.75)** (the "Road Bond Settlement Payment") in full and complete satisfaction of all of BSIC's obligations under Bond 5021491 and Bond 5021490. The Road Bond Settlement Payment shall be used by the City exclusively for the installation of public improvements within Phase 1A and Phase 1B of Apple Creek. Provided, however, the public improvements to be installed in Phase 1A and Phase 1B and paid for by the Road Bond Settlement Payment shall be within the City's sole discretion. The City shall use its best efforts to install the public improvements to be paid for by the Road Bond Settlement Payment prior to January 1, 2016. No excess funds should remain after this work is completed.

3. **Wetland Mitigation and Wetland Escrow Payment**. BSIC shall, contemporaneously with the execution of this Settlement Agreement, execute the Encap Proposal, attached hereto as Exhibit L, so that the Encap Proposal shall become a binding contract. A representative of BSIC shall observe the work performed by Encap under the Encap Proposal and process periodic applications for payment submitted by Encap by forwarding the same to TLC and the City Engineer for review and approval. The Parties acknowledge that the provisions in the Encap proposal naming TLC as a third party beneficiary and providing for the 5% retainage provision are satisfactory. The incorporation of such text into the Encap Proposal is a condition subsequent to the effectiveness of this Agreement.

To fund payment of the price of the Encap Proposal, and the work to be performed by TLC as described below, within twenty-one (21) days of the complete execution of this Settlement Agreement, BSIC shall pay the sum of **Three Hundred Eighty-Four Thousand Three Hundred Eight and 00/100 Dollars ($384,308)** ("Wetland Escrow Payment") to the Riordan, McKee & Piper law firm ("Escrowee") IOLTA non-interest bearing Account (the "Escrow Account") or such other escrow account upon which the Parties agree, or in the absence of such agreement, that the court designates. Payments to Encap from the Escrow Account shall be made only upon the written direction of TLC (with the written approval of the City Engineer) to the Escrowee in the form of a letter directing the Escrowee to pay Encap the amount approved by TLC and the City Engineer. The Parties agree that 5% of each interim pay request from Encap approved by TLC and the City Engineer shall be withheld as retainage by the Escrowee. Final payment to Encap, which includes retainage, shall be made by the Escrowee upon written direction from TLC (with approval of the City Engineer) following approval from the Corps that all of the work described in the Encap Proposal has been completed. The City and TLC agree that they shall not unreasonably withhold their approval of any pay request. In the event that the Corps withholds approval of the final pay request based on the work done or not done by TLC,

as described below, alone, TLC shall proceed to direct the Escrowee to issue final payment to Encap without approval from the Corps in such circumstance.

TLC shall perform the following:

1. Installation of Interpretive Signs Describing Mitigation and Natural Areas throughout Conservation Easement Area; and

2. Installation of "No Mow/Natural Area" Boundary Signs at Every Lot Corner and Around School in Phase I (collectively, the "TLC Work").

   TLC shall be paid $33,000.00 from the Escrow Account for the TLC Work. Said amount shall be paid to TLC upon written direction from the City Engineer following approval from the Corps to the Escrowee.

Further, in the event that TLC is dissolved, goes out of business or is otherwise unable to complete the TLC Work as provided in this paragraph, the City may by written direction from the City Engineer or further order of court, direct the Escrowee to pay to the City the $33,000.00 and the City shall perform the remaining TLC Work. Following completion of the work specified in the Encap Proposal and final payment to Encap, in the event that a balance remains in the Escrow Account from the Wetland Escrow Payment, the Escrowee shall pay said balance to TLC to be used exclusively for the long term maintenance of the wetland to reduce or eliminate Conservation Easement Payments under the Amended and Restated Declaration or any need to make a levy pursuant to the Special Service Area ordinance or the Management Agreement (Exhibit O).

4. **Hawthorn payment to BSIC**. Hawthorn shall pay to BSIC within twenty-one (21) days of the complete execution of this Settlement Agreement the sum of One Hundred Thirty Thousand and no/100 Dollars ($130,000.00) ("Hawthorn Payment") in full satisfaction of any obligations that Hawthorn may have to the City and BSIC with respect to the installation of public improvements in Apple Creek, except as follows: a) public sidewalk and parkway improvements fronting on each residential lot owned by Hawthorn, its successor, assignee or buyer, shall be completed and installed by Hawthorn, its successor, assignee or lot buyer(s) prior to the City issuing a certificate of occupancy for each such unit. During winter construction, such certificate shall be applied for and improvements completed when weather next permits; and b) Hawthorn and the City acknowledge that the public streets and curb improvements have not been installed along lots adjacent to Woodworth and Trillium streets in Apple Creek and the City has no obligation to install these public improvements. Prior to building permits being issued for construction on any of the adjacent vacant lots, these public improvements must be constructed by Hawthorn, its successor, assignee or lot buyer(s).

5. **Hawthorn payment to the City.** Hawthorn shall also pay to the City within twenty-one (21) days of the complete execution of this Settlement Agreement the sum of Twenty Five Thousand and no/100 Dollars ($25,000) to be used exclusively towards Road Improvements in conjunction with the Road Bond Improvements referenced in paragraph number 2, above.

6. **Amended and Restated Open Space Management Agreement and Amended and Restated Declaration Declaration/Termination of Escrow Agreement**. Woodstock 150 represents to the other parties that it acquired the rights of the Declarant to amend the Declaration and the Open Space Management Agreement.

TLC, the Developer and the Association entered into the Open Space Management Agreement attached hereto as Exhibit A. Simultaneously with the execution hereof TLC, Woodstock 150, the Association and the City will enter into the Amended and Restated Open Space Management Agreement which is attached hereto as Exhibit O, which provides for maintenance of the Conservation Easement Areas by TLC and the payment therefor by Owners of Dwellings Units (as defined therein and in the Amended and Restated Declaration), which obligations shall commence following completion of the Encap Proposal work and approval thereof by the Corps.

Within 21 days of the full execution of this Settlement Agreement, Woodstock 150 will record the Amended and Restated Declaration in the form attached hereto as Exhibit P which, among other things, will require all Owners of Dwelling Units to pay Conservation Easement Payments (as those terms are defined therein) which payments shall be set as provided in the Amended and Restated Open Space Management Agreement.

Upon the full execution of this Settlement Agreement and dismissal of the Lawsuit, TLC and the Association (pursuant to Woodstock 150's direction) shall jointly direct First American as escrowee under the Escrow Agreement to disburse all funds then in the escrow (less expenses charged) to TLC to be used by TLC solely to maintain the Conservation Easement Areas and terminate the Escrow Agreement.

7. **Easement Assignment**. Hawthorn shall, contemporaneously with the execution of this Settlement Agreement, execute a partial assignment of the Woodstock Holdings Easement to TLC, the form of which is attached hereto as Exhibit Q.

8. **Reinstatement of Association**. Prior to the execution of this Settlement Agreement, Hawthorn shall have caused the Association to be reinstated with the Illinois Secretary of State.

9. **Wetland/Management Agreement**. TLC and City entered into a Management Agreement (attached hereto as Exhibit N) with regard to the Wetland which work shall commence following completion of the Encap Proposal work and approval by the Corps. If sufficient funds are not paid to or otherwise available to TLC to pay the cost of such maintenance, then upon the request of TLC the City may adopt a special service area tax levy pursuant to the SSA Ordinance upon each Owner of a Dwelling Unit in Apple Creek, in accordance with the terms and conditions of the Management Agreement.

10. In consideration of and effective upon the receipt by counsel for the City of the Road Bond Settlement Payment and the Wetland Escrow Payment, as well as the payment from Hawthorn in the amount of $25,000, the City for itself and any other persons or entities claiming through the City (collectively, "City Releasors") hereby completely, fully and finally releases, remises, acquits and forever discharges BSIC and its affiliates, subsidiaries, successors, assigns, reinsurers, employees, agents, representatives, attorneys, consultants, contractors, officers,

directors, and shareholders (collectively, "BSIC Released Parties"), jointly and severally, from all manner of liability, loss, damages, expenses, including, without limitation, attorneys' fees, claims, liens, rights of action, causes of action, assessments, fines, levies, and/or demands, of any nature, whether in law or equity, known or unknown, which any of the City Releasors has had, now has or may have against the BSIC Released Parties arising out of, related to and/or concerning the BSIC Bonds, Apple Creek, the Annexation Agreement, the Corps Permit and any and all claims that have been asserted or could be asserted in the Lawsuit, except for the obligations set forth in this Settlement Agreement.

11. In consideration of the mutual promises contained herein and effective upon receipt by counsel for the City of the Road Bond Settlement Payment and the Wetland Escrow Payment, as well as the payment from Hawthorn in the amount of $25,000, and receipt by counsel for BSIC of the Hawthorn Payment, BSIC for itself, its parent, subsidiaries, affiliates, and successors and assigns, and any other persons or entities claiming through BSIC (collectively, "BSIC Releasors"), jointly and severally, hereby fully and irrevocably releases and discharges Hawthorn, Woodstock 150, and their respective members, managers, attorneys, consultants, successors, assigns, agents, representatives and employees (collectively, "Hawthorn Released Parties"), jointly and severally, from all manner of liability, loss, damages, expenses, including, without limitation, attorneys' fees, claims, liens, rights of action, causes of action, assessments, fines, levies, and/or demands, of any nature, whether in law or in equity, known or unknown, arising out of, related to or concerning, the BSIC Bonds, Apple Creek, the Annexation Agreement, the Corps Permit and any and all claims that have been asserted or could be asserted in the Lawsuit, except for the obligations set forth in this Settlement Agreement.

12. In consideration of the mutual promises contained herein and effective upon receipt by counsel for the City of the Road Bond Settlement Payment and the Wetland Escrow Payment, as well as the payment from Hawthorn in the amount of $25,000, and receipt by counsel for BSIC of the Hawthorn Payment, the City Releasors jointly and severally, hereby fully and irrevocably release and discharge the Hawthorn Released Parties, jointly and severally, from all manner of liability, loss, damages, expenses, including, without limitation, attorneys' fees, claims, liens, rights of action, causes of action, assessments, fines, levies, and/or demands, of any nature, whether in law or in equity, known or unknown, arising out of related to or concerning the installation of public improvements in Apple Creek and any and all claims that have been asserted or could be asserted against any Hawthorn Released Parties by BSIC in the Lawsuit, except for the obligations set forth in this Settlement Agreement.

13. In consideration of the mutual promises contained herein, BSIC, Hawthorn and Woodstock 150 for themselves, jointly and severally, their respective parents, subsidiaries, affiliates, and successors and assigns, and any other persons or entities claiming through BSIC, Hawthorn and Woodstock 150, jointly and severally, hereby fully and irrevocably release and discharge the City, its officers, employees, managers, attorneys, consultants, successors, assigns, agents and representatives, jointly and severally, from all manner of liability, loss, damages, expenses, including, without limitation, attorneys' fees, claims, liens, rights of action, causes of action, assessments, fines, levies and/or demands, of any nature, whether in law or in equity, known or unknown, arising out of, related to, or concerning, the BSIC Bonds, any and all claims that have been asserted or could be asserted in the Lawsuit and any and all causes of action, or

potential causes of action, arising prior to the date of the Settlement Agreement, except for the obligations set forth in this Settlement Agreement.

14. The City agrees to deliver to counsel for BSIC the original of each of the BSIC Bonds within twenty-one (21) days after the receipt by counsel for the City of the Settlement Payment and Wetland Escrow Payment as well as the $25,000 payment from Hawthorn.

15. Within seven (7) days after the receipt by counsel for the City of the Settlement Payment and the Wetland Escrow Payment, as well as the $25,000 payment from Hawthorn, and receipt by counsel for BSIC of the Hawthorn Payment, counsel for the Parties shall execute a joint stipulation of dismissal of the Lawsuit with prejudice. The fully executed stipulation shall be filed with the court and the Parties shall submit to the Court at the earliest practicable time a dismissal order based on the stipulation. The Parties agree that each shall each bear its own costs, attorneys' fees, and other expenses incurred in connection with the Lawsuit and that, to the extent permitted by law, the Court shall authorize and direct Woodstock 150 to record the Amended and Restated Declaration, and, thereafter, the Court shall retain jurisdiction to enforce this Settlement Agreement.

16. This Settlement Agreement, with its exhibits, contains the entire understandings and agreements of the Parties with respect to the subject matter hereof. Any modification of this Settlement Agreement shall be made in writing and executed by the Parties.

17. It is understood and agreed by the Parties that this Settlement Agreement shall be construed without regard to any presumption or other rule requiring construction against the drafting party.

18. This Settlement Agreement may be executed in counterparts. Signatures transmitted by facsimile or e-mail shall have the same legal effect as an original signature.

19. The Parties agree that no third party shall have any rights under this Settlement Agreement.

20. This Settlement Agreement shall be governed by the law of the state of Illinois.

21. This Settlement Agreement may not be assigned by any party without the advance written consent of the other Parties. Any assignment in violation of this provision shall be void.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement this _____ day of July, 2015.

CITY OF WOODSTOCK

By:_____
City Manager

Attest:

_____
City Clerk

BOND SAFEGUARD INSURANCE COMPANY

By:_____
Its_____

LAND CONSERVANCY OF MCHENRY COUNTY

By:_____
Lisa Haderlein, Executive Director

HAWTHORN 45, LLC

By:_____
Its Member/Manager

WOODSTOCK 150, LLC

By:_____
Its Member/Manager

The form and substance of this Settlement Agreement is acceptable to the U.S. Army Corps of Engineers (USACOE). Provided, however, by agreeing to the acceptability of same, the USACOE has no obligations under this Settlement Agreement.

_____
By: Its authorized agent

EXHIBIT LIST

Exhibit A:	Open Space Management Agreement
Exhibit B:	Memorandum of Understanding
Exhibit C:	Conservation Easement
Exhibit D:	Map of the real property subject to the Conservation Easement
Exhibit E:	Woodstock Holdings Easement
Exhibit F:	SSA ordinance
Exhibit G:	Escrow Agreement
Exhibit H:	Declaration
Exhibit I:	Corps Permit
Exhibit J:	BSIC Bonds
Exhibit K:	Legal description of the Hawthorn Property
Exhibit L:	Encap Proposal
Exhibit M:	Description/map of the wetlands which are the subject of the Management Agreement
Exhibit N:	Management Agreement
Exhibit O:	Amended and Restated Open Space Management Agreement
Exhibit P:	Amended and Restated Declaration
Exhibit Q:	Assignment of the Woodstock Holdings Easement

Z:\W\WOODSTOCK\Apple Creek Performance Bond Dispute\SETTLEMENT AGREEMENT

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Open Space Management Agreement Re: Apple Creek

This Agreement is entered into between Apple Creek Estates, LLC, an Illinois limited liability company (the "Developer"), The Land Conservancy of McHenry County ("TLC"), and the Apple Creek Estates Community Association, LLC, an Illinois limited liability company ("Community Association").

RECITALS

Developer is the owner or contract purchaser of the real estate located in the City of Woodstock, Illinois ("City") which is legally described in Exhibit A hereto and commonly known as Apple Creek Estates (the "Development").

Portions of the Development will be designated as "Conservation Easement Area". The Developer will be responsible for developing the Conservation Easement Area per plans approved by the City and/or the U.S. Army Corps of Engineers ("Army Corps"). As each phase of the Conservation Easement Area is completed and the management and monitoring period with respect to such phase is completed, TLC shall become responsible for maintaining the phase.

The Developer will record a "Community Declaration" with respect to the Development in phases, as phases are completed. The Conservation Easement Areas will be made subject to the Community Declaration and the Grant of Conservation Easement and will be conveyed to, and owned by, the Community Association.

Each dwelling unit constructed on the Development will be subject to the Community Declaration and its owner (other than Developer) will be required to pay assessments to the Community Association to pay the cost of administrating and operating the Community Association and to also pay or reimburse TLC for the cost of maintaining the Conservation Easement Area after the Maintenance Turnover Date (as more fully provided in Paragraph 3) and to pay the cost of maintaining other portions of the Development which will be owned and maintained by the Community Association and will not be maintained by TLC.

Developer, TLC and the Community Association desire to memorialize their agreement concerning the Conservation Easement Areas. Accordingly, Developer, TLC and the Community Association hereby agree as follows:

1. Conservation Easement Areas. Attached hereto as Exhibit B is a proposed site plan of the Development showing those areas which are currently planned to be designated as Conservation Easement Area. The site plan also shows the proposed phasing, with each phase sometimes being referred to herein as a "Phase". The Developer shall improve each Phase pursuant to U.S. Army Corps of Engineers Permit No. LRC-2004-12981 (the "Permit") and that certain Wetland Mitigation Plan Summary and Management and Monitoring Plan, revised June 19, 2006 (the "Plan"). Within thirty days of final platting of any portion of the Development, any areas designated as Conservation Easement Area shall be made subject to the Community Declaration and designated as Conservation Easement Area. With respect to each Phase, the Developer shall be responsible for maintaining, repairing and replacing those areas which are

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EXHIBIT
A

designated as Conservation Easement Area in such Phase until such time as the performance standards of the Permit which applies to such Phase have been satisfied, or upon the expiration of the maintenance and monitoring period for such Phase as set forth in the Permit which applies to the Phase, whichever occurs last, or on such other date as may be agreed to, in writing, between TLC and the Community Association, with the consent of the Army Corps, if required ("Maintenance Turnover Date"). From and after the Maintenance Turnover Date for a Phase, TLC shall become responsible for the maintenance repair and replacement of the Conservation Easement Area in such Phase in accordance with the maintenance standards set forth in Exhibit C hereto, as Exhibit C may be amended by agreement of the Community Association and TLC from time to time.

2. Restrictions. The Conservation Easement Area shall be subject to those covenants and restrictions which are set forth in the Form of Grant of Conservation Easement which is attached hereto as Exhibit D. The covenants and restrictions set forth in Exhibit D shall also be set forth in (or incorporated by reference in) the Community Declaration. The Community Declaration shall obligate the Community Association to enforce the terms of the covenants and restrictions set forth in Exhibit D. If TLC requests the Community Association to enforce such covenants and restrictions against an owner of a dwelling unit and the Community Association fails or refuses to do so, then TLC shall have the right to bring an action against the defaulting owner and shall have the right to be reimbursed the reasonable cost of prosecuting such action from the funds in the escrow provided for in Paragraph 3 below.

3. Funding. Attached hereto as Exhibit E is an Open Space Budget which shows anticipated expenditures in connection with the Conservation Easement Areas, as well as anticipated payment of funds by owners of dwelling units at the Development. The Community Association shall be responsible for collecting funds from owners of dwelling units (other than Developer) which are subject to the Community Declaration in the amounts set forth on the Open Space Budget and for depositing such funds in an escrow account with First American Title Insurance Company or another qualified escrowee, as agreed to between the Community Association and TLC. The escrow agreement shall be in the form attached hereto as Exhibit G ("Conservation Easement Area Maintenance Fund and Endowment Fund Escrow Agreement") and shall provide that funds deposited into this escrow shall be divided into two (2) accounts, as follows:

(a) 25% of all funds deposited by the Community Association into this escrow shall be allocated to an account designated as the "Endowment Fund Account" until the sum of $100,000, in the aggregate, has been so allocated to the Endowment Fund Account.

(b) Until such time as $100,000, in the aggregate, has been allocated to the Endowment Fund Account, the balance of the funds deposited by the Community Association into this escrow shall be allocated to an account designated as the "Maintenance Fund Account", and from and after such time as $100,000, in the aggregate, has been allocated to the Endowment Fund Account, all of the funds deposited by the Community Association into this escrow shall be allocated to the Maintenance Fund Account.

Funds shall be released from the Maintenance Fund Account to pay or reimburse TLC for the payment of expenses incurred pursuant to the Open Space Budget (as amended from time to time) with respect to portions of the Conservation Easement Areas which are being maintained by TLC and (until $100,000 has been deposited in the Endowment Fund Account) to pay to TLC an amount each year prior to reimburse TLC for a portion of its administrative costs, as more fully provided below. Funds shall be released from the Endowment Fund Account to pay or reimburse TLC for the cost of enforcing the terms of a Grant of Conservation Easement. TLC shall periodically submit to the escrowee (with a copy to the Community Association) a request for payment or reimbursement for expenses incurred to maintain the Conservation Easement Areas. Until $100,000 has been deposited in the Endowment Fund Account, TLC shall have the right to withdraw from the Maintenance Fund Account to reimburse TLC for a portion of its administrative costs, an amount equal to the greater of (i) $2,000 per year or (ii) 10% of the amounts disbursed from the Maintenance Fund Account for maintenance of the Conservation Easement Areas. Each such request shall be accompanied by appropriate documentation in the form set forth in the Conservation Easement Area Escrow Agreement. Unless a request for disbursement from the Maintenance Fund Account is disputed in writing by the Community Association, the request for disbursement shall be honored by the escrowee within ten (10) business days after receipt of the request for disbursement; provided, that, the Community Association shall not have the right to dispute a request for disbursement which is accompanied by a certification from an officer of TLC which states that the requested disbursement is for an expenditure provided for in the current budget and does not exceed the line item amount budgeted for the expenditure for the current year. The Open Space Budget may be amended or modified from time to time by the agreement of the Community Association and TLC.

4. Conservation Easement Payments. The Community Association shall collect from each owner of a dwelling unit (other than the Developer) the sum of $40 per year, per dwelling unit ("Conservation Easement Payment"), which shall be deposited by the Community Association into the Conservation Easement Area Escrow and shall be allocated between the Endowment Fund Account and the Maintenance Fund Account as provided in Paragraph 3 above. After the Maintenance Turnover Date for the first Phase, (i) TLC shall have the right to increase the Conservation Easement Payment by not more than the percentage increase in the Cost of Living Index (defined below) during the twelve (12) month period prior to the date of the increase (by giving written notice thereof to the Community Association), or (ii) TLC and the Community Association may agree to increase or decrease the Conservation Easement Payment based on the Open Space Budget, as amended. For purposes hereof the Cost of Living Index shall be the Consumer Price Index, All Urban Consumers, U.S. City Average, All Items (1982-84=100) as published from time to time by the Bureau of Labor Statistics or if the Index shall cease being published, such other index or standard designated by the agreement of TLC and the Community Association.

5. SSA. The parties acknowledge that the City has or will establish what is commonly known as a "backup SSA" pursuant to the provision of Section 5 of the Annexation Agreement between the City and the Developer dated August 11, 2005, and recorded in McHenry County, Illinois as Document No. 2005R0076249. The parties shall cooperate and use their best efforts to enter into an agreement between and among the parties and the City which would authorize the City to levy a special service tax against the Development under the backup SSA to generate funds to fund the cost of the maintenance required to be done by TLC hereunder

in the event that the Community Association fails to make the necessary deposits in escrow. The agreement shall be in the form of the proposed Memorandum of Understanding which is attached hereto as Exhibit F, as such Memorandum of Understanding may be modified by agreement of the parties hereto and the City..

6. Remedies.

(a) In the event of a failure by a party hereto to perform any of its obligations hereunder, if such failure should continue for thirty (30) days after written notice to such party by another party, the party giving such notice shall have all rights and remedies at law or in equity. Without limiting the foregoing, if at any time, in the reasonable judgment of the Community Association, TLC is not satisfactorily performing its obligations under this Agreement, the Community Association shall notify TLC in writing with reasonable detail as to the deficiencies. TLC shall then have 30 days in which to cure such deficiencies or, if such deficiencies are not capable of cure within 30 days, to commence the cure and diligently proceed to complete the cure. If TLC does not cure the deficiencies or commence to diligently pursue the cure of the deficiencies within 30 days, then the Community Association shall have the right to remedy the deficiencies. In such case, the Community Association shall have the right to deliver a request for disbursement to the escrowee and cause the disbursement of funds to pay or reimburse the Community Association for any expenses incurred to effectuate the cure. Without limiting the foregoing, if TLC ceases to exist or if TLC materially defaults in its obligations under this Agreement, then the Community Association shall have the right to seek a court order appointing another conservation entity to succeed to TLC's rights and powers under this Agreement as provided in Section 26 of the Grant of Conservation Easement (Exhibit D hereto).

(b) If at any time the parties are unable to agree on an annual budget or if another dispute or disagreement arises under this Agreement, then prior to commencing an action or self help under (a) above, if written notice is given by one party to another of its desire to mediate the issue, the parties shall attempt in good faith to resolve the issue through mediation, with the assistance of a mediator to be agreed to by the parties using a mediator provided by, and using procedures currently in effect for mediation using the American Arbitration Association, Judicial Arbitration and Mediation Service or another mediation service provider agreed upon by the parties The cost of the mediation, including fees of the mediator, if any, shall be shared equally by the parties.

7. Assignment. TLC may assign its rights hereunder as provided in the Form of Grant of Conservation Easement attached hereto as Exhibit D. In addition, the provisions of Paragraph 26 of the Form of Grant of Conservation Easement shall apply to determine the assignee of the rights and obligations of TLC hereunder under the circumstances set forth therein. The Community Association shall assign its rights and obligations hereunder to an

entity which succeeds to or is assigned the rights and obligations of the Community Association under the Community Declaration.

Dated: December 17, 2007

The Land Conservancy of McHenry County, an Illinois not for profit corporation

By: _____
Sandra Scheinfeld, President

Attest: _____
Stephen Wenzel, Secretary

Apple Creek Estates, LLC, an Illinois limited liability company

By: The Kirk Corporation, its sole member

By: _____
John P. Carroll, President

Apple Creek Estates Community Association, LLC, an Illinois limited liability company

By: The Kirk Corporation, its sole Manager

By: _____
John P. Carroll, President

Exhibits

A. The Development
B. Site Plan
C. Maintenance Standards for Conservation Easement Areas
D. Form of Grant of Conservation Easement
E. Open Space Budget
F. Memorandum of Understanding
G. Conservation Easement Area Escrow Agreement

EXHIBIT A

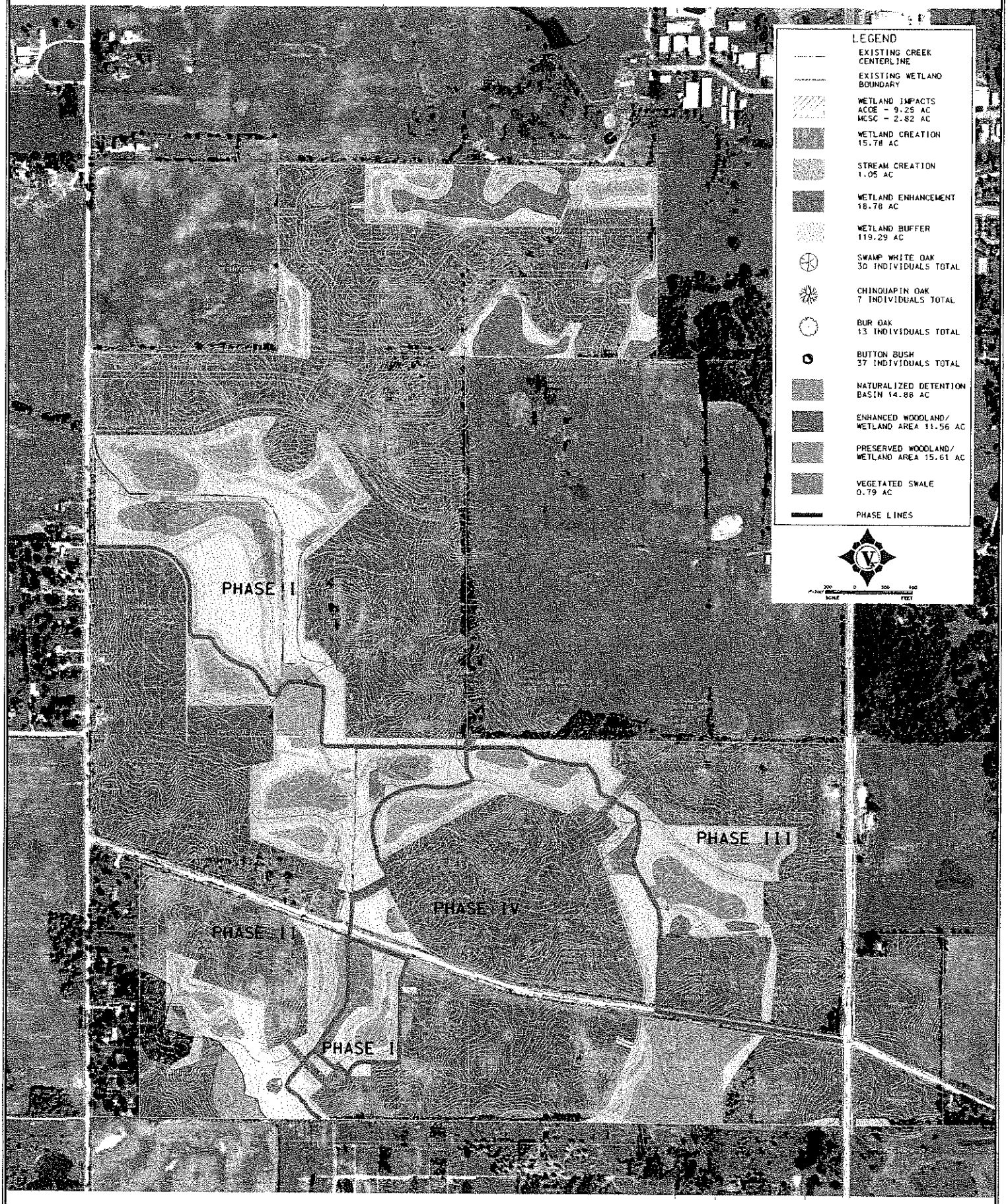
The Development

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, THE NORTHWEST QUARTER OF SECTION 20, THE WEST 1/2 OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21 (EXCEPT THE NORTH 160 FEET OF THE WEST 347.3 FEET THEREOF), AND THE SOUTH HALF OF SECTION 20 (EXCEPT THE WEST 350 FEET OF EQUAL WIDTH OFF THE SOUTHWEST QUARTER OF SAID SECTION 20 LYING SOUTHERLY OF THE CENTER OF LUCAS ROAD), ALL IN TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS.

EXHIBIT B

Site Plan

[See attached]



REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1	[illegible]	[illegible]			
2	[illegible]	[illegible]			
3	[illegible]	[illegible]			
4	[illegible]	[illegible]			

APPLE CREEK ESTATES

OVERALL WETLAND IMPACT, BUFFER, & MITIGATION EXHIBIT

WOODSTOCK ILLINOIS

EXHIBIT C

Maintenance Standards for Conservation Easement Areas

1. The estimated vegetative coverage of all species in the prairie communities shall be no less than 90% and no area greater than 1.0 meter square shall be void of vegetation.

2. The estimated relative coverage of non-native species in the prairie communities shall not exceed 15%.

3. The estimated combined relative coverage of reed canary grass *(Phalaris arundinacea)*, purple loosestrife *(Lythrum salicaria)* and common reed *(Phragmites australis)* in the wetland creation areas, Apple Creek and naturalized detention basins shall not exceed 10%.

4. The estimated relative coverage of cattails in the wetland creation areas and Apple Creek shall not exceed 30%.

5. The estimated relative coverage of non-native herbaceous species in the woodland enhancement areas shall not exceed 30%.

6. The estimated relative coverage of buckthorn *(Rhamnus* spp.) in the woodland enhancement areas shall not exceed 20%.

7. The native FQI for the naturalized areas in aggregate shall not be less than 25.0.

8. These Maintenance Standards may be amended from time to time by agreement of the Community Association and TLC.

EXHIBIT D

Form of Grant of Conservation Easement

[See attached]

FORM OF
GRANT OF CONSERVATION EASEMENT

This Grant of Conservation Easement ("Easement") is made this _____day of _____, 200__, by APPLE CREEK ESTATES COMMUNITY ASSOCIATION, LLC, an Illinois limited liability company ("Grantor") whose address is c/o Apple Creek Estates, LLC, 201 Juniper Circle, Streamwood, Illinois 60107 in favor of THE LAND CONSERVANCY OF McHENRY COUNTY, an Illinois not-for-profit corporation ("Grantee"), whose address is PO Box 352, Woodstock IL 60098.

WHEREAS, Grantor is the sole owner in fee simple of certain real property in McHenry County, Illinois, which is legally 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 McHenry County and the people of the State of Illinois; and

WHEREAS, the Property consists of wetlands, wetland buffers, portions of Apple Creek (a headwater stream of the Kishwaukee River) and restored areas; and

WHEREAS, the specific conservation values of the Property as it will be restored pursuant to U.S. Army Corps of Engineers permit no. LRC-2004-12981 ("Permit") and that certain Wetland Mitigation Plan Summary and Management and Monitoring Plan, revised June 19, 2006 (the "Plan") are intended to serve as an objective baseline for monitoring compliance with the terms hereof; 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 (as modified pursuant to the Permit and/or Plan), 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; and

WHEREAS, Grantor, Grantee and Apple Creek Estates, LLC, an Illinois limited liability company ("Developer") are parties to that certain Open Space Management Agreement, Re: Apple Creek dated December 17, 2007, as amended from time to time ("Management Agreement") which, among other things, provides for the maintenance of the Property by TLC and the funding of the cost thereof.

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 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 McHenry County, Illinois will be preserved to the extent reasonably feasible in a condition consistent with the Plan and the Permit.

2. Rights and Duties of the Grantee. To accomplish the purpose of this Easement, Grantee shall, upon the assumption of the maintenance and monitoring obligation for any portion of the Property, have the following rights and obligations with respect to any such portion of the Property:

(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 furnish the maintenance, repair and replacement services required to be furnished under the Management Agreement.

(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 comply with the terms of this Easement, 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 and to provide such other maintenance, to the extent necessary to comply with the terms of this Easement and the Management Agreement. The reasonable cost of such restoration activity permitted under this paragraph shall be paid by Grantor as

provided for in the Management Agreement. Grantor's approval for entry upon the Property shall not be unreasonably withheld.

2.1. Acts Beyond Control of Grantee. Neither Grantor nor Grantee shall be held responsible for injury to or change in the Property resulting from causes beyond their control, including, without limitation, fire, flood, storm, drain tile failure, and earth movement, or from any prudent action taken by Grantor or Grantee 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. The Grantor understands, acknowledges and agrees that wildlife, are to be expected to reside in and utilize the restored open space areas within the Property. While there may be times that said wildlife are perceived to be a nuisance by residents of the Property, it is in no way TLC's responsibility, and under no circumstances shall TLC be liable for managing nuisance wildlife. The parties agree that wildlife are considered property of the State of Illinois, and as such, cannot be trapped, hunted or otherwise harmed without the appropriate permits from the State Department of Natural Resources. Further, the parties agree that it would be inconsistent with the purpose of this Conservation Easement to hunt, trap, or remove native wildlife from the Property. However, should a biologist with the Illinois Department of Natural Resources determine that wildlife activities on the Property constitute a public nuisance, then TLC will consider, in the TLC's sole judgment, allowing prescribed wildlife management activities on the Property.

3. Prohibited Actions and Uses. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, subject as provided in the last paragraph of this Section 3 or unless expressly permitted in Section 5, the following activities on and uses of the Property are prohibited:

(a) The placement or construction of any buildings, whatsoever, other structures or improvements of any kind, (including, without limitation, above ground utility lines and related facilities, lighting fixtures of any kind, sheds, fences, 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, that nothing contained herein shall prohibit Grantor from installing a viewing site and outdoor seating facility along with a plaque or other interpretive signage pertaining to the natural resources found on and restricted to the Property;

(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 necessary or appropriate 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 Agreement);

(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 Property;

(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) Hunting, trapping, or 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 operation of snowmobiles, motorcycles, all-terrain vehicles, automobiles, or any other type of motorized or non-motorized vehicle (except for vehicles used only in connection with maintenance activities permitted hereunder) or the creation of any tracks or trails by such vehicles;

(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 spot lights located off the Property but focused on the Property; and

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

Anything herein to the contrary notwithstanding, relative to any portion or portions of the Property with respect to which mitigation has not yet been completed, the performance standards under the Permit have not yet been satisfied, or the maintenance and monitoring period has not yet expired, Developer shall have the right to come upon such portion or portions of the Property and perform such work as it deems necessary or appropriate in order to construct subdivision improvements or to complete the work required under the Permit or the Plan and the prohibitions provided for in this Section shall not apply to any action of, or work done by, Developer with respect to such portion or portions.

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 their 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.

6. Remedies.

(a) 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, fails to commence 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.

(b) Grantor's 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 either (i) institute a suit for injunctive relief or specific performance or other equitable relief, including, without limitation, if Grantee is no longer able to perform its covenants hereunder, appointing another conservation entity to succeed to Grantee's rights and powers hereunder (as provided for in Section 26) or (ii) cure the failure and seek payment or reimbursement for the cost of the cure from funds in the escrow account. Except as provided in Paragraph 7 below, 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. In the event of a default hereunder, any costs incurred by a party in enforcing the terms of this Easement against the other party, including without limitation, costs of suit and attorney's fees, and any costs of restoration necessitated by the other party's violation of the terms of this Easement, shall be borne by the defaulting party.

8. Escrow Account. In order to pay the cost of maintaining the Property or to enforce the provisions of this Form of Grant of Conservation Easement, Grantor will deposit funds in an escrow account as provided for in the Management Agreement and such funds shall be disbursed from escrow to pay such costs as more fully provided for in the Management Agreement.

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.*).

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.

15. Indemnity. Each party, and their respective successors in interest ("Indemnifying Party"), shall hold harmless, indemnify, and defend the other party and its members, directors, officers, employees, agents, and contractors, and the heirs, personal representatives, successors, and assigns of each of them from and against all liabilities, penalties, cost, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with acts or omissions of the Indemnifying Party.

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)(l) 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.

17. Extinguishment. If circumstances arise in the future which render the purpose of the Easement impossible or impractical 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. Upon such extinguishment, Grantee shall be entitled, after the satisfaction of prior claims, to its share of the proceeds from any sale, exchange, financing, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, equal to the value of the Easement unless state law then provides that the Grantor is entitled to the full proceeds from such conversion without regard to the terms of this Easement. The value of the Easement shall be determined in accordance with paragraph 16 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 not resulting in any net loss of land protected by this easement shall not be deemed to constitute extinguishments.

18. Proceeds. This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of this paragraph 18, 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. At the election of either party, the parties agree to execute an amendment to this Easement in recordable form establishing the fraction determined pursuant to this paragraph.

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 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 that this Easement is intended to advance shall continue to be carried out and that its terms and provisions shall be 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. Upon the request of Grantee, Grantor shall provide a valid certificate of liability Insurance or policy of liability insurance naming Grantee as an additional insured. Grantee shall cause any contractors which will do work on the Property to furnish Grantor with a valid certificate of liability insurance naming Grantor and Grantee as additional insured prior to commencing work.

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 (including delivery by commercial overnight delivery service) or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: c/o Apple Creek Estates, LLC
201 Juniper Circle
Streamwood, Illinois 60107

To Grantee: PO Box 352
Woodstock, IL 60098

or to such other address as either party from time to time shall designate by written notice to the other. Notice shall be deemed given when received.

25. Amendment/Additional Property. 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 McHenry County, Illinois. Without limiting the foregoing, Grantor shall have the right and power to unilaterally amend this Grant of Conservation Easement for the sole purpose of amending Exhibit A to add thereto as additional Property portions of the Apple Creek Development which are intended to be Conservation Easement Area under the Permit, the Plan or the Management Agreement.

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 1986, 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 20 of this Easement, then this Easement and any associated escrow 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 this Easement and the endowment shall be assigned to a qualifying organization by 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 McHenry County, Illinois and may re-record it at any time as may be required to preserve its rights in this Easement or this instrument may be incorporated as part of, or as an exhibit to, a declaration recorded with respect to the Property and other real estate.

28. 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 and the Management Agreement set 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.

(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) 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.

(i) 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.

29. Management. Grantee shall manage the Property in accordance with the Management Agreement.

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

GRANTOR:

APPLE CREEK ESTATES COMMUNITY ASSOCIATION, LLC, an Illinois limited liability company

By: The Kirk Corporation, an Illinois corporation, its sole Manager

By:_____
John P. Carroll, its President

GRANTEE:

THE LAND CONSERVANCY OF McHENRY COUNTY, an Illinois not for profit corporation

By:_____
Its President

EXHIBIT A

Legal Description of Property

(To be inserted)

EXHIBIT E

Open Space Budget

[See attached]

Note: The Open Space Budget is based on a projection of the number of homes which will close each year and is subject to change depending on market conditions.

TLC Proposal DRAFT, June 22, 2007

APPLE CREEK ESTATES
Open Space Budget

Date: 6/22/07 Revised 9/25/07

Descriptions		2006	2007	2008	2009	2010	2011	2012	[redacted]	2014	[redacted]	2016	[redacted]	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Single Family Closings		46	146	246	346	446	546	646	746	746	746	746	746	746	746	746	746	746	746	746	746	746	746	746	746	746
Townhome Closings		59	129	199	269	339	370	370	370	370	370	370	370	370	370	370	370	370	370	370	370	370	370	370	370	370
Single family Association Dues	$40	$1,920	$5,920	$9,920	$13,920	$17,920	$21,920	$25,920	$29,840	$29,840	$29,840	$29,840	$29,840	$29,840	$29,840	$29,840	$29,840	$29,840	$29,840	$29,840	$29,840	$29,840	$29,840	$29,840	$29,840	$29,840
Townhomes Association Dues	$40	$2,360	$5,160	$7,960	$10,760	$13,560	$14,800	$14,800	$14,800	$14,800	$14,800	$14,800	$14,800	$14,800	$14,800	$14,800	$14,800	$14,800	$14,800	$14,800	$14,800	$14,800	$14,800	$14,800	$14,800	$14,800
Total Yearly amount in dues		$4,280	$11,080	$17,880	$24,680	$31,480	$36,720	$40,720	$44,640	$44,640	$44,640	$44,640	$44,640	$44,640	$44,640	$44,640	$44,640	$44,640	$44,640	$44,640	$44,640	$44,640	$44,640	$44,640	$44,640	$44,640
Cumulative Total of Dues, less TLC secure fund		$4,280	$14,280	$37,360	$44,843	$44,039	$84,843	$108,374	$128,333	$169,014	$193,944	$211,616	$236,676	$263,336	$284,474	$276,546	$261,569	$266,636	$267,844	$332,114	$333,738	$366,199	$368,812	$364,283	$366,886	$410,367
Yearly expenses (Starts at 7th Year of M&M Period) (mowing, herbicide, seeding)									($10,500)	($10,500)	($10,000)	($15,000)	($20,250)	($20,250)	($20,250)	($20,250)	($20,250)	($20,250)	($20,250)	($20,250)	($20,250)	($20,250)	($20,250)	($20,250)	($20,250)	($20,250)
Burn of 1st section of open space (Two of Five Burn Units Every Other Year)										($8,000)		($8,000)		($8,000)		($8,000)		($8,000)		($8,000)		($8,000)		($8,000)		($8,000)
Burn of 2nd section of open space (Two of Four Burn Units Every Other Year)												($8,000)		($8,000)		($8,000)		($8,000)		($8,000)		($8,000)		($8,000)		($8,000)
Burn of 3rd/4th section of open space (Two of Four Burn Units Every Other Year)														($8,000)		($8,000)		($8,000)		($8,000)		($8,000)		($8,000)		($8,000)
Subtotal Annual Expenses		$0	$0	$0	$0	$0	$0	$0	($10,500)	($18,500)	($18,000)	($31,000)	($20,250)	($44,250)	($20,250)	($44,250)	($20,250)	($44,250)	($20,250)	($44,250)	($20,250)	($44,250)	($20,250)	($44,250)	($20,250)	($44,250)
Administrative Fee - 10% of Annual Expenses, 2000.00 per year until secure fund established		$0	($2,000)	($2,000)	($2,000)	($2,000)	($2,000)	($2,000)																		
Total Annual Expenses		$0	($2,000)	($2,000)	($2,000)	($2,000)	($2,000)	($2,000)	($10,500)	($18,500)	($18,000)	($31,000)	($20,250)	($44,250)	($20,250)	($44,250)	($20,250)	($44,250)	($20,250)	($44,250)	($20,250)	($44,250)	($20,250)	($44,250)	($20,250)	($44,250)
Balance before Interest		$4,280	$12,280	$35,360	$42,843	$42,039	$82,843	$106,374	$114,833	$132,314	$161,944	$178,894	$196,964	$200,374	$232,762	$232,184	$244,944	$246,534	$274,334	$274,714	$289,104	$289,494	$323,884	$324,274	$348,664	$366,064
Interest @ 5%		$0	$314	$825	$1,294	$2,169	$3,206	$4,304	$4,379	$5,010	$6,916	$8,444	$9,202	$10,469	$10,642	$11,764	$11,846	$13,070	$13,180	$14,374	$14,464	$15,678	$15,789	$16,982	$17,083	$18,280
Balance after Interest		$4,280	$12,594	$36,185	$44,137	$44,208	$86,049	$107,677	$130,212	$138,324	$166,860	$184,338	$205,166	$210,843	$243,404	$243,948	$256,790	$259,604	$287,514	$289,088	$313,568	$318,172	$339,843	$341,256	$365,727	$367,341
20% to secure TLC fund		$1,070	$3,126	$9,471	$10,849	$10,547	$21,510	$26,894	$14,027																	
Balance		$3,210	$9,378	$19,412	$33,540	$46,142	$64,539	$80,783	$116,185	$138,324																
Cumulative TLC secure fund		$1,070	$4,196	$13,667	$24,512	$37,691	$49,979	$66,873	$100,066																	
Yearly Expenses		Herbicide	Seeding	Monitoring	Contingency	Total																				
[redacted]		$4,500	$1,500	$3,000	$1,500	$10,500																				
[redacted]		$5,000	$2,250	$4,500	$2,250	$15,000																				
[redacted]		$7,500	$3,750	$6,000	$3,000	$20,250																				

Burning per section
2 units per year , every other year = 8000 per burn per phase

Section 1 of open space meets Army Corps Requirement [redacted]

Section 2 of open space meets Army Corps Requirement [redacted]

Section 3 & 4 of open space meets Army Corps Require[redacted]

EXHIBIT F

Memorandum of Understanding

[See attached]

Memorandum of Understanding
by and between
The Land Conservancy of McHenry County,
The City of Woodstock, Apple Creek
Community Association and Apple Creek Estates, LLC

This Memorandum of Understanding between the City of Woodstock, an Illinois Municipal Corporation (the "City"), The Land Conservancy of McHenry County, an Illinois Not-for-Profit Corporation ("TLC"), Apple Creek Estates, LLC, an Illinois limited liability company ("Developer") and the Apple Creek Estates Community Association, LLC, an Illinois limited liability company ("Community Association"), is entered into as of this 17th day of December, 2007.

WITNESSETH:

WHEREAS, pursuant to that certain Annexation Agreement recorded in the Office of the McHenry County Recorder on September 12, 2005 as Document No. 2005R0076249 between the City and the Developer, the City has established, or will establish, what is commonly referred to as a "backup" special service area for the residential subdivision commonly known as Apple Creek Estates (the "Area"), which will provide for a special service area tax to be levied on the taxable property with the Area;

WHEREAS, the Developer, TLC and the Community Association have entered into that certain Open Space Management Agreement Re: Apple Creek dated December 17, 2007 (the "Management Agreement") which provides a mechanism for funding the cost of maintaining certain Conservation Easement Area (as defined in the Management Agreement);

WHEREAS, the City, TLC, the Developer and the Community Association desire to establish a means to ensure that TLC will have adequate funds to maintain the Conservation Easement Area in the event that the Community Association fails to make deposits in the escrow provided for in the Management Agreement.

NOW THEREFORE, in consideration of the promises and covenants set forth below, the parties agree as follows:

1. Special Service Area Tax. The City has established a Special Service Area with respect to the Area pursuant to Ordinance 07-0-29 which permits the City to levy a Special Service Area Tax against the Area in order to generate funds to satisfy the obligation of the Community Association pursuant to the Annexation Agreement. The parties acknowledge and agree that the maintenance of the Conservation Easement Area provided for in the Management Agreement is included in the obligations provided for in Section 5 of the Annexation Agreement and that the City shall have the right and power but not an obligation to levy a Special Tax against the Area (i) to generate funds to reimburse the City for costs incurred by the City to maintain any of such area pursuant to the rights granted to the City in Section 5 of the Annexation Agreement or (ii) to generate funds to deposit into escrow so that there are sufficient

funds in escrow to permit the payment of the reasonable costs incurred, or to be incurred, by TLC to maintain the Conservation Easement Area as provided for in the Management Agreement. If the City levies a special assessment pursuant to (ii) above, it shall deposit the funds generated by such levy to the escrowee provided for in the Management Agreement to be disbursed as provided for in the escrow agreement. The parties acknowledge and agree that in the event that the City does not receive or collect all of the taxes levied, such as by way of example without limitation, a taxpayer failing to pay the Special Service Area Tax, the City shall not be obligated to make up for such shortfall by resorting to other City funds.

2. Maintenance by TLC. TLC agrees that it will provide for the maintenance, restoration and care of the Conservation Easement Area in accordance with best management practices and in conformity with the maintenance standards provided for in the Management Agreement. TLC shall utilize good faith efforts to notify residents proximate to or adjacent to any such areas where such work will take place in advance, particularly in the event of a burn and to the extent that TLC utilizes funds generated by a Special Service Area Tax levy, TLC shall advise the City in a form reasonably acceptable to the City of the use of the funds for maintenance of such areas.

3. No Joint Venture. The parties agree that under no circumstances shall this Agreement be construed as a joint venture between the parties.

4. Notice. Any notice required or permitted to be given hereunder shall be given to the parties by way of personal delivery, U.S. mail, facsimile or e-mail as provided below or as directed by a party and a notice properly given to all of the other parties:

City:	City of Woodstock 121 Calhoun Woodstock, IL 60098
Attn:	City Manager
Facsimile:	815-338-2269
E-Mail:	citymanager@woodstockil.gov
Copy to:	Richard Flood, City Attorney Zukowski Rogers Flood & McArdle 50 Virginia Street Crystal Lake, IL 60014
Facsimile:	(815) 459-2050
E-Mail:	rflood@zrfmlaw.com
TLC:	The Land Conservancy of McHenry County P.O. Box 352 Woodstock, IL 60098
Attn:	Lisa Haderlein, Executive Director
Facsimile:	(815) 337-9506
E-Mail:	lhaderlein@conservemc.org

Community Association:	Apple Creek Community Association, LLC c/o Foster Premier Inc. 750 West Lake Cook Road, Suite 190 Buffalo Grove, Illinois 60089
Attn:	David Paisley
Facsimile:	(847) 459-1240
E-Mail:	dpaisley@fosterpremier.com

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed as of the day and year first above written.

THE CITY OF WOODSTOCK, an Illinois municipal corporation

_____

Mayor Brian Sager, Ph.D.

THE LAND CONSERVANCY OF MCHENRY COUNTY, an Illinois not for profit corporation

By:_____

Its _____

APPLE CREEK ESTATES COMMUNITY ASSOCIATION, LLC, an Illinois limited liability company

By: The Kirk Corporation, its sole Manager

By: _____

John P. Carroll, President

APPLE CREEK ESTATES, LLC, an Illinois limited liability company

By: The Kirk Corporation, its sole member

By: _____

John P. Carroll, President

EXHIBIT G

Conservation Easement Area Escrow Agreement

[See attached]

CONSERVATION EASEMENT AREA MAINTENANCE FUND AND ENDOWMENT FUND ESCROW AGREEMENT

Escrow No._____ December 17, 2007

This Escrow Agreement is entered into between and among the Apple Creek Estate Community Association, LLC, an Illinois limited liability company ("Community Association"), The Land Conservancy of McHenry County ("TLC") and First American Title Insurance Company ("Escrowee").

RECITALS

The Community Association administers a development known as Apple Creek Estates pursuant to that certain Community Declaration for Apple Creek Estates recorded in McHenry County, Illinois as Document No. 2006R0077368, as amended from time to time ("Community Declaration"). The Community Declaration, is recorded with respect to certain parcels of real estate which are legally described and designated as "Dwelling Units" and is also recorded with respect to certain areas designated as "Community Area" and "Conservation Easement Areas". TLC is responsible for maintaining the Conservation Easement Areas. The Community Declaration provides a mechanism for depositing funds in escrow, which funds will be used to pay or reimburse TLC for the cost of maintaining the Conservation Easement Areas and/or enforcing the covenants imposed on the Conservation Easement Areas. The purpose of the escrow being created by this Escrow Agreement is to receive funds which will be collected by the Community Association for the purpose of being deposited into this escrow and disbursing such funds as needed to pay or reimburse TLC for expenses incurred in connection with maintenance of the Conservation Easement Areas or enforcement of restrictions on the Conservation Easement Areas.

This Escrow Agreement provides for the creation of two accounts; an Endowment Fund Account and a Maintenance Fund Account. Funds deposited in the Maintenance Fund Account will be used to pay or reimburse TLC for expenses incurred to maintain Conservation Easement Areas. Funds deposited in the Endowment Fund Account will be used to pay or reimburse TLC for costs of enforcing the covenants imposed on Conservation Easement Areas by a Grant of Conservation Easement.

Accordingly, the parties hereto agree as follows:

1. **Deposit of Funds.** On the execution hereof, the Community Association will deposit with the Escrowee funds received and held by the Community Association for deposit herein. Each month the Community Association will deposit with the escrowee funds, if any, collected by the Community Association pursuant to the Community Declaration which are required to be deposited into this escrow. The funds deposited into this escrow shall be divided into two (2) accounts, as follows:

(a) 25% of all funds deposited by the Community Association into this escrow shall be allocated to an account designated as the "Endowment Fund Account" until the sum of $100,000, in the aggregate has been so allocated to the Endowment Fund Account.

(b) Until such time as $100,000, in the aggregate, has been allocated to the Endowment Fund Account, the balance of the funds deposited by the Community Association into this escrow shall be allocated to an account designated as the "Maintenance Fund Account", and from and after such time as $100,000, in the aggregate, has been allocated to the Endowment Fund Account, all of the funds deposited by the Community Association into this escrow shall be allocated to the Maintenance Fund Account.

(c) All interest earned on funds held in this escrow shall be allocated to the Maintenance Fund Account.

2. **Request for Disbursement for Expenses from Maintenance Fund Account.** From and after TLC becomes responsible for maintaining a portion of the Conservation Easement Area (as jointly advised by the parties), TLC shall have the right from time to time to submit to the Escrowee (with a copy to the Community Association) a request for payment or reimbursement from the Maintenance Fund Account for expenses incurred by TLC to maintain such Conservation Easement Areas. Each such request shall be accompanied by appropriate backup in the form of purchase orders, paid receipts or other evidence of payment, or obligation to pay, or in such form as may be agreed to between the parties hereto (but need not be reviewed by Escrowee). Unless a particular request is disputed in writing by the Community Association (together with reasons therefor), which writing shall be delivered to both TLC and the Escrowee, the request for disbursement shall be honored by the Escrowee and the funds shall be disbursed as requested within ten (10) business days after receipt of the request for disbursement by the Escrowee; provided, that, the Community Association shall not have the right to dispute a request for disbursement which is accompanied by a certification from an officer of TLC which states that the requested disbursement is for an expenditure provided for in the current budget and does not exceed the line item amount budgeted for the expenditure for the current year. If the Community Association objects to a particular request during the ten (10) business day period, the Escrowee shall disburse funds only pursuant to a joint direction from the Community Association and TLC or as directed by a court of competent jurisdiction.

3. **Administrative Costs.** Until the balance in the Endowment Fund Account first exceeds $100,000, TLC may request disbursement by the Escrowee from the Maintenance Fund Account of an amount equal to the greater of (i) $2,000 per year, or (ii) 10% of the amounts disbursed from the Maintenance Fund Account for maintenance of the Conservation Easement Areas. (or as otherwise agreed between TLC and the Community Association) to reimburse TLC for administrative costs. From and after such time as the balance in the Endowment Fund Account first exceeds $100,000, TLC may request disbursement by the Escrowee from the Endowment Fund Account of an aggregate amount each calendar year of not more than 80% of the interest earned during the preceding calendar year; (not to exceed 4% of the principal) from the funds in the Endowment Fund Account to reimburse TLC for administrative costs. Any request by TLC for a disbursement under this Paragraph 3 shall be made in writing to the

Escrowee (with a copy to the Community Association) and shall state the amount of the requested disbursement and shall provide an explanation as to how the amount requested was determined (but this explanation need not be reviewed by Escrowee). Unless the amount of a particular request is disputed, in writing, by the Community Association (together with reasons therefore and a calculation of the amount which the Community Association believes should be disbursed), which writing shall be delivered to both TLC and the Escrowee, the request for disbursement shall be honored by the Escrowee and the funds shall be disbursed as requested within ten (10) business days after receipt of the request for disbursement by the Escrowee. If the Community Association objects to the amount of a particular request during the ten (10) business day period, the Escrowee shall disburse the portion of the request which is not disputed by the Community Association and the balance of the requested disbursement shall only be made pursuant to a joint direction from TLC and the Community Association or as directed by a court of competent jurisdiction.

4. **Request for Disbursements from the Endowment Fund Account.** TLC shall have the right from time to time to submit to the Escrowee (with a copy to the Community Association) a request for payment or reimbursement from the Endowment Fund Account for expenses incurred to enforce the terms of any Grant of Conservation Easement recorded with respect to a Conservation Easement Area which is designated as such by the Community Declaration, as amended or supplemented from time to time. Each such request shall be accompanied by appropriate backup in the form of invoices or other evidence of payment, or obligation to pay, in such form as may be agreed to between the parties hereto and a letter from the attorney who is representing TLC in the enforcement action in which the attorney states that the expenses for which disbursement is requested are expenses incurred to enforce a Grant of Conservation Easement as described above. Upon receipt of the foregoing items, the Escrowee shall disburse the funds as requested by TLC and shall give the Community Association written notice thereof.

5. **Additional Disbursements.**

(a) Additional disbursements shall be made from time to time by the Escrowee upon the joint direction of the Community Association and TLC.

(b) If the Community Association delivers written notice to the Escrowee (with a copy to TLC) stating that TLC is in default under that certain Open Space Management Agreement Re: Apple Creek and that the Community Association has expended funds to remedy the damage caused by such default and requests a disbursement from the Escrowee to reimburse the Community Association from the Maintenance Fund Account for expenses incurred to remedy the damage, then unless the request is disputed in writing by TLC (together with the reasons therefor) with copies to both the Escrowee and the Community Association, the request shall be honored within ten (10) business days after receipt of the request for disbursement by the Escrowee. If TLC objects to a particular request during the ten (10) day period, the Escrowee shall disburse funds from the Maintenance Fund Account only pursuant to a joint direction from the Community Association and TLC or as directed by a court of competent jurisdiction.

6. **Investment.** Deposits made pursuant to these instructions may be invested on behalf of any party or parties hereto; provided, that any direction to Escrowee for such investment shall be expressed in writing and contain the consent of all other parties to this escrow, and also provided that you are in receipt of the taxpayer's identification number and investment forms as required. Escrowee will, upon request, furnish information concerning its procedure and fee schedules for investment. Unless otherwise directed by all parties, all funds shall be invested in a money market account at a national bank. Interest earned on funds in the Maintenance Fund Account shall be credited to the Maintenance Fund Account and interest earned on funds in the Endowment Fund Account shall be credited to the Endowment Fund Account. In the event the Escrowee is requested to invest deposits hereunder, Escrowee shall not be held responsible for any loss of principal or interest which may be incurred as a result of making the investments or redeeming said investment for the purposes of these escrow trust instructions.

7. **Miscellaneous.**

(a) Whenever under the terms and provisions of this Escrow Agreement the time for performance shall fall upon a Saturday, Sunday or Holiday, such time for performance shall be extended to the next business day.

(b) The terms and provisions of this Agreement shall be governed by the State of Illinois.

(c) No amendment to this escrow agreement shall be enforceable unless executed in writing by all parties hereto. These instructions may be executed in counterparts, which taken together shall constitute one and the same instrument.

(d) Any party hereto may assign all of its rights and obligations hereunder to another entity, with the prior written consent of all other parties hereto.

(e) If TLC ceases to exist or if TLC materially defaults in its obligations under the Open Space Management Agreement Re: Apple Creek and fails to cure the default or defaults, then all of the rights of TLC hereunder shall be transferred to another conservation entity designated in a written direction to the Escrowee by the Community Association and the City of Woodstock.

(f) Any fees charged for acting as Escrowee hereunder, as agreed to by the parties, shall be paid and charged against the Endowment Fund Account Maintenance Fund Account, pro rata based on the balances in each account.

(g) The Escrowee shall furnish a statement to the Community Association and TLC at least once each calendar year (by no later than March 15) which statement shall

show funds received, interest earned and disbursements made during the preceding calendar year.

Dated: December 17, 2007

TLC:

THE LAND CONSERVANCY OF MCHENRY COUNTY, an Illinois not for profit corporation

By: _____
Its President

COMMUNITY ASSOCIATION:

APPLE CREEK ESTATES COMMUNITY ASSOCIATION, LLC, an Illinois limited liability company

By: The Kirk Corporation, an Illinois corporation, its sole Manager

By: _____
John P. Carroll, its President

ESCROWEE:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Its _____

Memorandum of Understanding
by and between
The Land Conservancy of McHenry County,
The City of Woodstock, Apple Creek
Community Association and Apple Creek Estates, LLC

This Memorandum of Understanding between the City of Woodstock, an Illinois Municipal Corporation (the "City"), The Land Conservancy of McHenry County, an Illinois Not-for-Profit Corporation ("TLC"), Apple Creek Estates, LLC, an Illinois limited liability company ("Developer") and the Apple Creek Estates Community Association, LLC, an Illinois limited liability company ("Community Association"), is entered into as of this 17th day of December, 2007.

WITNESSETH:

WHEREAS, pursuant to that certain Annexation Agreement recorded in the Office of the McHenry County Recorder on September 12, 2005 as Document No. 2005R0076249 between the City and the Developer, the City has established, or will establish, what is commonly referred to as a "backup" special service area for the residential subdivision commonly known as Apple Creek Estates (the "Area"), which will provide for a special service area tax to be levied on the taxable property with the Area;

WHEREAS, the Developer, TLC and the Community Association have entered into that certain Open Space Management Agreement Re: Apple Creek dated December 17, 2007 (the "Management Agreement") which provides a mechanism for funding the cost of maintaining certain Conservation Easement Area (as defined in the Management Agreement);

WHEREAS, the City, TLC, the Developer and the Community Association desire to establish a means to ensure that TLC will have adequate funds to maintain the Conservation Easement Area in the event that the Community Association fails to make deposits in the escrow provided for in the Management Agreement.

NOW THEREFORE, in consideration of the promises and covenants set forth below, the parties agree as follows:

1. Special Service Area Tax. The City has established a Special Service Area with respect to the Area pursuant to Ordinance 07-0-29 which permits the City to levy a Special Service Area Tax against the Area in order to generate funds to satisfy the obligation of the Community Association pursuant to the Annexation Agreement. The parties acknowledge and agree that the maintenance of the Conservation Easement Area provided for in the Management Agreement is included in the obligations provided for in Section 5 of the Annexation Agreement and that the City shall have the right and power but not an obligation to levy a Special Tax against the Area (i) to generate funds to reimburse the City for costs incurred by the City to maintain any of such area pursuant to the rights granted to the City in Section 5 of the Annexation Agreement or (ii) to generate funds to deposit into escrow so that there are sufficient

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funds in escrow to permit the payment of the reasonable costs incurred, or to be incurred, by TLC to maintain the Conservation Easement Area as provided for in the Management Agreement. If the City levies a special assessment pursuant to (ii) above, it shall deposit the funds generated by such levy to the escrowee provided for in the Management Agreement to be disbursed as provided for in the escrow agreement. The parties acknowledge and agree that in the event that the City does not receive or collect all of the taxes levied, such as by way of example without limitation, a taxpayer failing to pay the Special Service Area Tax, the City shall not be obligated to make up for such shortfall by resorting to other City funds.

2. Maintenance by TLC. TLC agrees that it will provide for the maintenance, restoration and care of the Conservation Easement Area in accordance with best management practices and in conformity with the maintenance standards provided for in the Management Agreement. TLC shall utilize good faith efforts to notify residents proximate to or adjacent to any such areas where such work will take place in advance, particularly in the event of a burn and to the extent that TLC utilizes funds generated by a Special Service Area Tax levy, TLC shall advise the City in a form reasonably acceptable to the City of the use of the funds for maintenance of such areas.

3. No Joint Venture. The parties agree that under no circumstances shall this Agreement be construed as a joint venture between the parties.

4. Notice. Any notice required or permitted to be given hereunder shall be given to the parties by way of personal delivery, U.S. mail, facsimile or e-mail as provided below or as directed by a party and a notice properly given to all of the other parties:

City:	City of Woodstock 121 Calhoun Woodstock, IL 60098
Attn:	City Manager
Facsimile:	815-338-2269
E-Mail:	citymanager@woodstockil.gov
Copy to:	Richard Flood, City Attorney Zukowski Rogers Flood & McArdle 50 Virginia Street Crystal Lake, IL 60014
Facsimile:	(815) 459-2050
E-Mail:	rflood@zrfmlaw.com
TLC:	The Land Conservancy of McHenry County P.O. Box 352 Woodstock, IL 60098
Attn:	Lisa Haderlein, Executive Director
Facsimile:	(815) 337-9506
E-Mail:	lhaderlein@conservemc.org

Community Association:	Apple Creek Community Association, LLC c/o Foster Premier Inc. 750 West Lake Cook Road, Suite 190 Buffalo Grove, Illinois 60089
Attn:	David Paisley
Facsimile:	(847) 459-1240
E-Mail:	dpaisley@fosterpremier.com

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed as of the day and year first above written.

THE CITY OF WOODSTOCK, an Illinois municipal corporation

_____
Mayor Brian Sager, Ph.D.

THE LAND CONSERVANCY OF MCHENRY COUNTY, an Illinois not for profit corporation

By:_____
Its _____

APPLE CREEK ESTATES COMMUNITY ASSOCIATION, LLC, an Illinois limited liability company

By: The Kirk Corporation, its sole Manager

By: _____
John P. Carroll, President

APPLE CREEK ESTATES, LLC, an Illinois limited liability company

By: The Kirk Corporation, its sole member

By: _____
John P. Carroll, President

COPY

2007R0083108 18

MCHENRY COUNTY RECORDER
PHYLLIS K. WALTERS

2007R0083108
12/27/2007 11:00AM PAGES 18
RECORDING FEE 46.00
RHSPS HOUSING FEE 10.00

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Brian Meltzer
MELTZER, PURTILL & STELLE LLC
1515 East Woodfield Road
Second Floor
Schaumburg, Illinois 60173-5431
(847) 330-2400

ABOVE SPACE FOR RECORDER'S USE ONLY

12/13/07

GRANT OF CONSERVATION EASEMENT

This Grant of Conservation Easement ("Easement") is made this 17th day of December, 2007, by APPLE CREEK ESTATES COMMUNITY ASSOCIATION, LLC, an Illinois limited liability company ("Grantor") whose address is c/o Apple Creek Estates, LLC, 201 Juniper Circle, Streamwood, Illinois 60107 in favor of THE LAND CONSERVANCY OF McHENRY COUNTY, an Illinois not for profit corporation ("Grantee"), whose address is PO Box 352, Woodstock IL 60098.

WHEREAS, Grantor is the sole owner in fee simple of certain real property in McHenry County, Illinois, which is legally 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 McHenry County and the people of the State of Illinois; and

WHEREAS, the Property consists of wetlands, wetland buffers, portions of Apple Creek (a headwater stream of the Kishwaukee River) and restored areas; and

WHEREAS, the specific conservation values of the Property as it will be restored pursuant to U.S. Army Corps of Engineers permit no. LRC-2004-12981 ("Permit") and that certain Wetland Mitigation Plan Summary and Management and Monitoring Plan, revised June 19, 2006 (the "Plan") are intended to serve as an objective baseline for monitoring compliance with the terms hereof; 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 (as modified pursuant to the Permit and/or Plan), and, in general, the preservation of natural plant and animal communities and scenic areas in the region in which the Property is located; and

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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; and

WHEREAS, Grantor, Grantee and Apple Creek Estates, LLC, an Illinois limited liability company ("Developer") are parties to that certain Open Space Management Agreement, Re: Apple Creek dated December 17, 2007, as amended from time to time ("Management Agreement") which, among other things, provides for the maintenance of the Property by TLC and the funding of the cost thereof.

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 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 McHenry County, Illinois will be preserved to the extent reasonably feasible in a condition consistent with the Plan and the Permit.

2. Rights and Duties of the Grantee. To accomplish the purpose of this Easement, Grantee shall, upon the assumption of the maintenance and monitoring obligation for any portion of the Property, have the following rights and obligations with respect to any such portion of the Property:

(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 furnish the maintenance, repair and replacement services required to be furnished under the Management Agreement.

(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 comply with the terms of this Easement, 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 and to provide such other maintenance, to the extent necessary to comply with the terms of this Easement and the Management Agreement. The reasonable cost of such restoration activity permitted under this paragraph shall be paid by Grantor as provided for in the Management Agreement. Grantor's approval for entry upon the Property shall not be unreasonably withheld.

2.1. Acts Beyond Control of Grantee. Neither Grantor nor Grantee shall be held responsible for injury to or change in the Property resulting from causes beyond their control, including, without limitation, fire, flood, storm, drain tile failure, and earth movement, or from any prudent action taken by Grantor or Grantee 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. The Grantor understands, acknowledges and agrees that wildlife, are to be expected to reside in and utilize the restored open space areas within the Property. While there may be times that said wildlife are perceived to be a nuisance by residents of the Property, it is in no way TLC's responsibility, and under no circumstances shall TLC be liable for managing nuisance wildlife. The parties agree that wildlife are considered property of the State of Illinois, and as such, cannot be trapped, hunted or otherwise harmed without the appropriate permits from the State Department of Natural Resources. Further, the parties agree that it would be inconsistent with the purpose of this Conservation Easement to hunt, trap, or remove native wildlife from the Property. However, should a biologist with the Illinois Department of Natural Resources determine that wildlife activities on the Property constitute a public nuisance, then TLC will consider, in the TLC's sole judgment, allowing prescribed wildlife management activities on the Property.

3. Prohibited Actions and Uses. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, subject as provided in the last paragraph of this Section 3 or unless expressly permitted in Section 5, the following activities on and uses of the Property are prohibited:

(a) The placement or construction of any buildings, whatsoever, other structures or improvements of any kind, (including, without limitation, above ground utility lines and related facilities, lighting fixtures of any kind, sheds, fences, 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, that nothing contained

herein shall prohibit Grantor from installing a viewing site and outdoor seating facility along with a plaque or other interpretive signage pertaining to the natural resources found on and restricted to the Property;

(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 necessary or appropriate 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 Agreement);

(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 Property;

(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) Hunting, trapping, or 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 operation of snowmobiles, motorcycles, all-terrain vehicles, automobiles, or any other type of motorized or non-motorized vehicle (except for vehicles used only in connection with maintenance activities permitted hereunder) or the creation of any tracks or trails by such vehicles;

(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 spot lights located off the Property but focused on the Property; and

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

Anything herein to the contrary notwithstanding, relative to any portion or portions of the Property with respect to which mitigation has not yet been completed, the performance standards under the Permit have not yet been satisfied, or the maintenance and monitoring period has not yet expired, Developer shall have the right to come upon such portion or portions of the Property and perform such work as it deems necessary or appropriate in order to construct subdivision improvements or to complete the work required under the Permit or the Plan and the prohibitions provided for in this Section shall not apply to any action of, or work done by, Developer with respect to such portion or portions.

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 their 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.

6. Remedies.

(a) 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, fails to commence 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.

(b) Grantor's 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 either (i) institute a suit for injunctive relief or specific performance or other equitable relief, including, without limitation, if Grantee is no longer able to perform its covenants hereunder, appointing another conservation entity to succeed to Grantee's rights and powers hereunder (as provided for in Section 26) or (ii) cure the failure and seek payment or reimbursement for the cost of the cure from funds in the escrow account. Except as provided in Paragraph 7 below, 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. In the event of a default hereunder, any costs incurred by a party in enforcing the terms of this Easement against the other party, including without limitation, costs of suit and attorney's fees, and any costs of restoration necessitated by the other party's violation of the terms of this Easement, shall be borne by the defaulting party.

8. Escrow Account. In order to pay the cost of maintaining the Property or to enforce the provisions of this Form of Grant of Conservation Easement, Grantor will deposit funds in an escrow account as provided for in the Management Agreement and such funds shall be disbursed from escrow to pay such costs as more fully provided for in the Management Agreement.

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.*).

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.

15. Indemnity. Each party, and their respective successors in interest ("Indemnifying Party"), shall hold harmless, indemnify, and defend the other party and its members, directors, officers, employees, agents, and contractors, and the heirs, personal representatives, successors, and assigns of each of them from and against all liabilities, penalties, cost, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with acts or omissions of the Indemnifying Party.

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.

17. Extinguishment. If circumstances arise in the future which render the purpose of the Easement impossible or impractical 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. Upon such extinguishment, Grantee shall be entitled, after the satisfaction of prior claims, to its share of the proceeds from any sale, exchange, financing, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, equal to the value of the Easement unless state law then provides that the Grantor is entitled to the full proceeds from such conversion without regard to the terms of this Easement. The value of the Easement shall be determined in accordance with paragraph 16 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 not resulting in any net loss of land protected by this easement shall not be deemed to constitute extinguishments.

18. Proceeds. This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of this paragraph 18, 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. At the election of either party, the parties agree to execute an amendment to this Easement in recordable form establishing the fraction determined pursuant to this paragraph.

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 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 that this Easement is intended to advance shall continue to be carried out and that its terms and provisions

shall be 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. Upon the request of Grantee, Grantor shall provide a valid certificate of liability Insurance or policy of liability insurance naming Grantee as an additional insured. Grantee shall cause any contractors which will do work on the Property to furnish Grantor with a valid certificate of liability insurance naming Grantor and Grantee as additional insured prior to commencing work.

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 (including delivery by commercial overnight delivery service) or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: c/o Apple Creek Estates, LLC
201 Juniper Circle
Streamwood, Illinois 60107

To Grantee: PO Box 352
Woodstock, IL 60098

or to such other address as either party from time to time shall designate by written notice to the other. Notice shall be deemed given when received.

25. Amendment/Additional Property. 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 McHenry County, Illinois. Without limiting the foregoing, Grantor shall have the right and power to unilaterally amend this Grant of Conservation Easement for the sole purpose of amending

Exhibit A to add thereto as additional Property portions of the Apple Creek Development which are intended to be Conservation Easement Area under the Permit, the Plan or the Management Agreement.

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 1986, 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 20 of this Easement, then this Easement and any associated escrow 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 this Easement and the endowment shall be assigned to a qualifying organization by 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 McHenry County, Illinois and may re-record it at any time as may be required to preserve its rights in this Easement or this instrument may be incorporated as part of, or as an exhibit to, a declaration recorded with respect to the Property and other real estate.

28. 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 and the Management Agreement set 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.

(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) 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.

(i) 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.

29. Management. Grantee shall manage the Property in accordance with the Management Agreement.

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

GRANTOR:

APPLE CREEK ESTATES COMMUNITY ASSOCIATION, LLC, an Illinois limited liability company

By: The Kirk Corporation, an Illinois corporation, its sole Manager

By: _____
John P. Carroll, its President

GRANTEE:

THE LAND CONSERVANCY OF McHENRY COUNTY, an Illinois not for profit corporation

By: _____
Its President

STATE OF ILLINOIS)
) SS
COUNTY OF McHenry)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John P. Carroll, President of The Kirk Corporation, an Illinois corporation, the sole Manager of Apple Creek Estates Community Association, LLC, an Illinois limited liability company ("Company") personally known to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 17 day of December, 2007.

"OFFICIAL SEAL"
Rebekka Koehl
Notary Public, State of Illinois
My Commission Exp. 02/01/2010

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF McHenry)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Sandra Scheinfeld, the President of The Land Conservancy of McHenry County, an Illinois not for profit corporation ("Corporation") personally known to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 17th day of December, 2007.

Notary Public

"OFFICIAL SEAL"
MELISSA J. COONEY
Notary Public, State of Illinois
My Commission Expires 10/25/2011

EXHIBIT A

Legal Description of Property

I. Outlot N in Apple Creek Estates Phase 1A Subdivision.

II. Outlot H1 in Apple Creek Estates Phase 1A Subdivision

III. OUTLOT H2 EXCEPT BIKE PATH PARCEL: OUTLOT H2 IN APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1B, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17 AND PART OF THE NORTHWEST QUARTER OF SECTION 20, IN TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 2006 AS DOCUMENT NUMBER 2006R002457, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID OUTLOT H2, BEING A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HERCULES ROAD PER SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1B; THENCE SOUTH 47 DEGREES 48 MINUTES 58 SECONDS WEST A DISTANCE OF 105.25 FEET ALONG THE SOUTHEASTERLY LINE OF SAID OUTLOT H2; THENCE SOUTH 62 DEGREES 22 MINUTES 04 SECONDS WEST, A DISTANCE OF 45.22 FEET; THENCE SOUTH 52 DEGREES 21 MINUTES 24 SECONDS WEST, A DISTANCE OF 118.83 FEET; THENCE SOUTH 46 DEGREES 49 MINUTES 56 SECONDS WEST, A DISTANCE OF 62.34 FEET; THENCE SOUTH 60 DEGREES 04 MINUTES 21 SECONDS WEST, A DISTANCE OF 5.55 FEET TO THE SOUTHWESTERLY LINE OF SAID OUTLOT H2; THENCE NORTH 50 DEGREES 44 MINUTES 24 SECONDS WEST, A DISTANCE OF 21.40 FEET ALONG SAID SOUTHWESTERLY LINE OF OUTLOT H2; THENCE NORTH 60 DEGREES 04 MINUTES 21 SECONDS EAST, A DISTANCE OF 10.84 FEET; THENCE NORTH 46 DEGREES 49 MINUTES 56 SECONDS EAST, A DISTANCE OF 60.99 FEET; THENCE NORTH 52 DEGREES 21 MINUTES 24 SECONDS EAST, A DISTANCE OF 121.55 FEET; THENCE NORTH 62 DEGREES 22 MINUTES 04 SECONDS EAST, A DISTANCE OF 44.42 FEET; THENCE NORTH 47 DEGREES 48 MINUTES 58 SECONDS EAST, A DISTANCE OF 103.00 FEET TO SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF HERCULES ROAD; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF HERCULES ROAD, BEING A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 650.00 FEET, AN ARC DISTANCE OF 20.00 FEET AND CHORD BEARING SOUTH 41 DEGREES 18 MINUTES 09 SECONDS EAST, TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

IV. OUTLOT O EXCEPT BIKE PATH PARCEL: OUTLOT O IN APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, IN TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 2006 AS DOCUMENT NUMBER 2006R0076534, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 567 IN SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE THE FOLLOWING SIX

COURSES ALONG THE NORTHEASTERLY LINE OF SAID OUTLOT O: THENCE SOUTH 26 DEGREES 38 MINUTES 08 SECONDS EAST, A DISTANCE OF 134.16 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 46 SECONDS EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 14 SECONDS EAST, A DISTANCE OF 53.57 FEET; THENCE SOUTH 20 DEGREES 19 MINUTES 12 SECONDS EAST, A DISTANCE OF 107.14 FEET; THENCE SOUTH 40 DEGREES 34 MINUTES 10 SECONDS EAST, A DISTANCE OF 107.14 FEET; THENCE SOUTH 60 DEGREES 49 MINUTES 08 SECONDS EAST, A DISTANCE OF 121.37 FEET TO THE SOUTHEAST CORNER OF LOT 572 IN SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D, THENCE NORTH 37 DEGREES 12 MINUTES 22 SECONDS EAST, A DISTANCE OF 144.37 FEET ALONG THE SOUTHEASTERLY LINE OF SAID LOT 572 TO THE SOUTHERLY RIGHT-OF-WAY LINE OF TRILLIUM LANE PER SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE NORTH 89 DEGREES 55 MINUTES 46 SECONDS EAST, A DISTANCE OF 25.13 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF TRILLIUM LANE; THENCE SOUTH 37 DEGREES 12 MINUTES 22 SECONDS WEST, A DISTANCE OF 176.97 FEET ALONG A LINE 20.00 FEET EASTERLY OF AND PARALLEL TO THE SOUTHEASTERLY LINE OF SAID LOT 572; THENCE THE FOLLOWING THREE COURSES ALONG A LINE 20.00 FEET WESTERLY OF AND PARALLEL TO THE NORTHEASTERLY LINE OF SAID OUTLOT O: THENCE NORTH 60 DEGREES 49 MINUTES 08 SECONDS WEST, A DISTANCE OF 142.32 FEET; THENCE NORTH 40 DEGREES 34 MINUTES 10 SECONDS WEST, A DISTANCE OF 114.29 FEET; THENCE NORTH 20 DEGREES 19 MINUTES 12 SECONDS WEST, A DISTANCE OF 110.75 FEET; THENCE NORTH 26 DEGREES 38 MINUTES 07 SECONDS WEST, A DISTANCE OF 44.84 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 95.44 FEET AND CHORD BEARING NORTH 63 DEGREES 05 MINUTES 32 SECONDS WEST; THENCE SOUTH 80 DEGREES 27 MINUTES 03 SECONDS WEST, A DISTANCE OF 23.32 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 125.00 FEET, AN ARC DISTANCE OF 90.49 FEET AND CHORD BEARING SOUTH 59 DEGREES 42 MINUTES 43 SECONDS WEST; THENCE SOUTH 38 DEGREES 58 MINUTES 23 SECONDS WEST, A DISTANCE OF 257.10 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 186.00 FEET, AN ARC DISTANCE OF 128.37 FEET AND CHORD BEARING SOUTH 19 DEGREES 12 MINUTES 05 SECONDS WEST; THENCE SOUTH 00 DEGREES 34 MINUTES 12 SECONDS EAST, A DISTANCE OF 61.75 FEET TO THE SOUTH LINE OF SAID OUTLOT O; THENCE NORTH 89 DEGREES 09 MINUTES 06 SECONDS WEST, A DISTANCE OF 3.00 FEET ALONG SAID SOUTH LINE OF OUTLOT O; THENCE NORTH 88 DEGREES 19 MINUTES 17 SECONDS WEST, A DISTANCE OF 17.01 FEET ALONG SAID SOUTH LINE OF OUTLOT O; THENCE NORTH 00 DEGREES 34 MINUTES 12 SECONDS WEST, A DISTANCE OF 61.01 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 206.00 FEET, AN ARC DISTANCE OF 142.17 FEET AND CHORD BEARING NORTH 19 DEGREES 12 MINUTES 05 SECONDS EAST, TO THE NORTHWESTERLY LINE OF SAID OUTLOT O, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF MEADOWSEDGE DRIVE PER SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE NORTH 38 DEGREES 58 MINUTES 23 SECONDS EAST A DISTANCE OF 431.84 FEET TO THE NORTH LINE OF SAID OUTLOT O, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF MEADOWSEDGE DRIVE PER SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE NORTH 89 DEGREES 55 MINUTES 46 SECONDS

EAST, A DISTANCE OF 33.22 FEET ALONG SAID NORTH LINE OF OUTLOT O AND SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

V. OUTLOT P EXCEPT BIKE PATH PARCEL: OUTLOT P IN APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, IN TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 2006 AS DOCUMENT NUMBER 2006R0076534, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 594, BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF FIELDSTONE DRIVE, IN SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE NORTH 89 DEGREES 55 MINUTES 46 SECONDS EAST, A DISTANCE OF 25.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF FIELDSTONE DRIVE TO THE EAST LINE OF SAID OUTLOT P; THENCE SOUTH 00 DEGREES 04 MINUTES 14 SECONDS EAST, A DISTANCE OF 144.60 FEET ALONG SAID EAST LINE OF OUTLOT P TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 175.00 FEET, AN ARC DISTANCE OF 206.25 FEET AND CHORD BEARING SOUTH 33 DEGREES 41 MINUTES 36 SECONDS WEST TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 84.00 FEET, AN ARC DISTANCE OF 99.00 FEET AND CHORD BEARING SOUTH 33 DEGREES 41 MINUTES 36 SECONDS WEST TO A LINE 20.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID OUTLOT P; THENCE SOUTH 00 DEGREES 04 MINUTES 14 SECONDS EAST, A DISTANCE OF 83.03 FEET ALONG SAID PARALLEL LINE; THENCE SOUTH 89 DEGREES 55 MINUTES 46 SECONDS WEST A DISTANCE OF 140.00 FEET ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, BEING THE NORTH LINE OF LOT 588 IN SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D AND THE EASTERLY EXTENSION THEREOF, TO THE EAST RIGHT-OF-WAY LINE OF WOODWORTH AVENUE PER SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE NORTH 00 DEGREES 04 MINUTES 14 SECONDS WEST, A DISTANCE OF 30.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE OF WOODWORTH AVENUE, TO THE SOUTH LINE OF LOT 589 IN SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE NORTH 89 DEGREES 55 MINUTES 46 SECONDS EAST, A DISTANCE OF 120.00 FEET ALONG SAID SOUTH LINE OF LOT 589, TO THE WEST LINE OF SAID OUTLOT P; THENCE THE FOLLOWING FOUR COURSES ALONG SAID WEST LINE OF OUTLOT P: THENCE NORTH 00 DEGREES 04 MINUTES 14 SECONDS WEST, A DISTANCE OF 75.00 FEET; THENCE NORTH 07 DEGREES 55 MINUTES 08 SECONDS EAST, A DISTANCE OF 32.34 FEET; THENCE NORTH 43 DEGREES 55 MINUTES 46 SECONDS EAST, A DISTANCE OF 216.66 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 14 SECONDS WEST, A DISTANCE OF 174.08 FEET, TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

VI. OUTLOT R EXCEPT BIKE PATH PARCEL: OUTLOT R IN APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, IN TOWNSHIP 44 NORTH,

RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 2006 AS DOCUMENT NUMBER 2006R0076534, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 698 IN SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE NORTH 89 DEGREES 58 MINUTES 23 SECONDS EAST, A DISTANCE OF 120.57 FEET ALONG THE SOUTH LINE OF SAID LOT 698 TO THE WEST LINE OF SAID OUTLOT R; THENCE NORTH 00 DEGREES 01 MINUTE 37 SECONDS WEST, A DISTANCE OF 283.33 FEET ALONG SAID WEST LINE OF OUTLOT R TO THE NORTH LINE OF SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE SOUTH 89 DEGREES 33 MINUTES 40 SECONDS EAST, A DISTANCE OF 20.00 FEET ALONG SAID NORTH LINE; THENCE SOUTH 00 DEGREES 01 MINUTES 37 SECONDS EAST, A DISTANCE OF 377.79 FEET ALONG A LINE 20.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID OUTLOT R, TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 23.56 FEET AND CHORD BEARING SOUTH 45 DEGREES 01 MINUTES 37 SECONDS EAST; THENCE THE FOLLOWING THREE COURSES ALONG A LINE 20.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID OUTLOT R: THENCE NORTH 89 DEGREES 58 MINUTES 23 SECONDS EAST, A DISTANCE OF 209.04 FEET; THENCE SOUTH 88 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 75.14 FEET; THENCE SOUTH 74 DEGREES 30 MINUTES 35 SECONDS EAST, A DISTANCE OF 103.03 FEET TO THE WEST LINE OF OUTLOT Q IN SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE SOUTH 24 DEGREES 49 MINUTES 12 SECONDS WEST, A DISTANCE OF 20.27 FEET ALONG SAID WEST LINE OF OUTLOT Q TO THE SOUTH LINE OF SAID OUTLOT R; THENCE THE FOLLOWING THREE COURSES ALONG SAID SOUTH LINE OF OUTLOT R: THENCE NORTH 74 DEGREES 30 MINUTES 35 SECONDS WEST, A DISTANCE OF 97.27 FEET; THENCE NORTH 88 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 72.42 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 23 SECONDS WEST, A DISTANCE OF 237.23 FEET TO THE WEST LINE OF SAID OUTLOT R; THENCE THE FOLLOWING THREE COURSES ALONG SAID WEST LINE OF OUTLOT R: THENCE NORTH 12 DEGREES 07 MINUTES 57 SECONDS WEST, A DISTANCE OF 31.31 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 69.00 FEET TO THE NORTHEAST CORNER OF LOT 697 IN SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE SOUTH 89 DEGREES 58 MINUTES 23 SECONDS WEST A DISTANCE OF 120.00 FEET ALONG THE NORTH LINE OF SAID LOT 697, TO THE EAST RIGHT-OF-WAY LINE OF BRAEBURN WAY PER SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE NORTH 00 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 15.72 FEET ALONG SAID EAST RIGHT-OF-WAY LINE OF BRAEBURN WAY TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A TANGENT CURVE, CONCAVE WESTERLY, BEING THE EAST RIGHT-OF-WAY LINE OF BRAEBURN WAY, HAVING A RADIUS OF 180.00 FEET, AN ARC DISTANCE OF 14.30 FEET AND CHORD BEARING NORTH 02 DEGREES 18 MINUTES 09 SECONDS WEST, TO THE POINT OF BEGINNING.

ALSO EXCEPT THE FOLLOWING: BEGINNING AT THE SOUTHWEST CORNER OF LOT 602 IN SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE SOUTH 89 DEGREES 55 MINUTES 46 SECONDS WEST, A DISTANCE OF 28.95 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF FIELDSTONE DRIVE PER SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE NORTH 21

DEGREES 12 MINUTES 37 SECONDS EAST, A DISTANCE OF 150.24 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 46 SECONDS EAST, A DISTANCE OF 629.42 FEET ALONG A LINE 20.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID OUTLOT R TO THE EAST LINE OF SAID OUTLOT R; THENCE SOUTH 00 DEGREES 04 MINUTES 14 SECONDS EAST, A DISTANCE OF 140.00 FEET ALONG SAID EAST LINE OF OUTLOT R TO SAID NORTH RIGHT-OF-WAY LINE OF FIELDSTONE DRIVE; THENCE SOUTH 89 DEGREES 55 MINUTES 46 SECONDS WEST, A DISTANCE OF 25.00 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE OF FIELDSTONE DRIVE TO THE EAST LINE OF LOT 595 IN SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE NORTH 00 DEGREES 04 MINUTES 14 SECONDS WEST, A DISTANCE OF 120.00 FEET ALONG SAID EAST LINE OF LOT 595 TO THE SOUTH LINE OF SAID OUTLOT R; THENCE SOUTH 89 DEGREES 55 MINUTES 46 SECONDS WEST, A DISTANCE OF 590.00 FEET ALONG SAID SOUTH LINE OF OUTLOT R TO THE WEST LINE OF SAID LOT 602; THENCE SOUTH 18 DEGREES 21 MINUTES 52 SECONDS WEST A DISTANCE OF 126.49 FEET ALONG SAID WEST LINE OF LOT 602 TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PINs: 13-20-100-001, 13-20-100-003, 13-17-300-004

Addresses: Various addresses east of Dean Street, Woodstock, Illinois.

12/7/2011 11:24:06 AM
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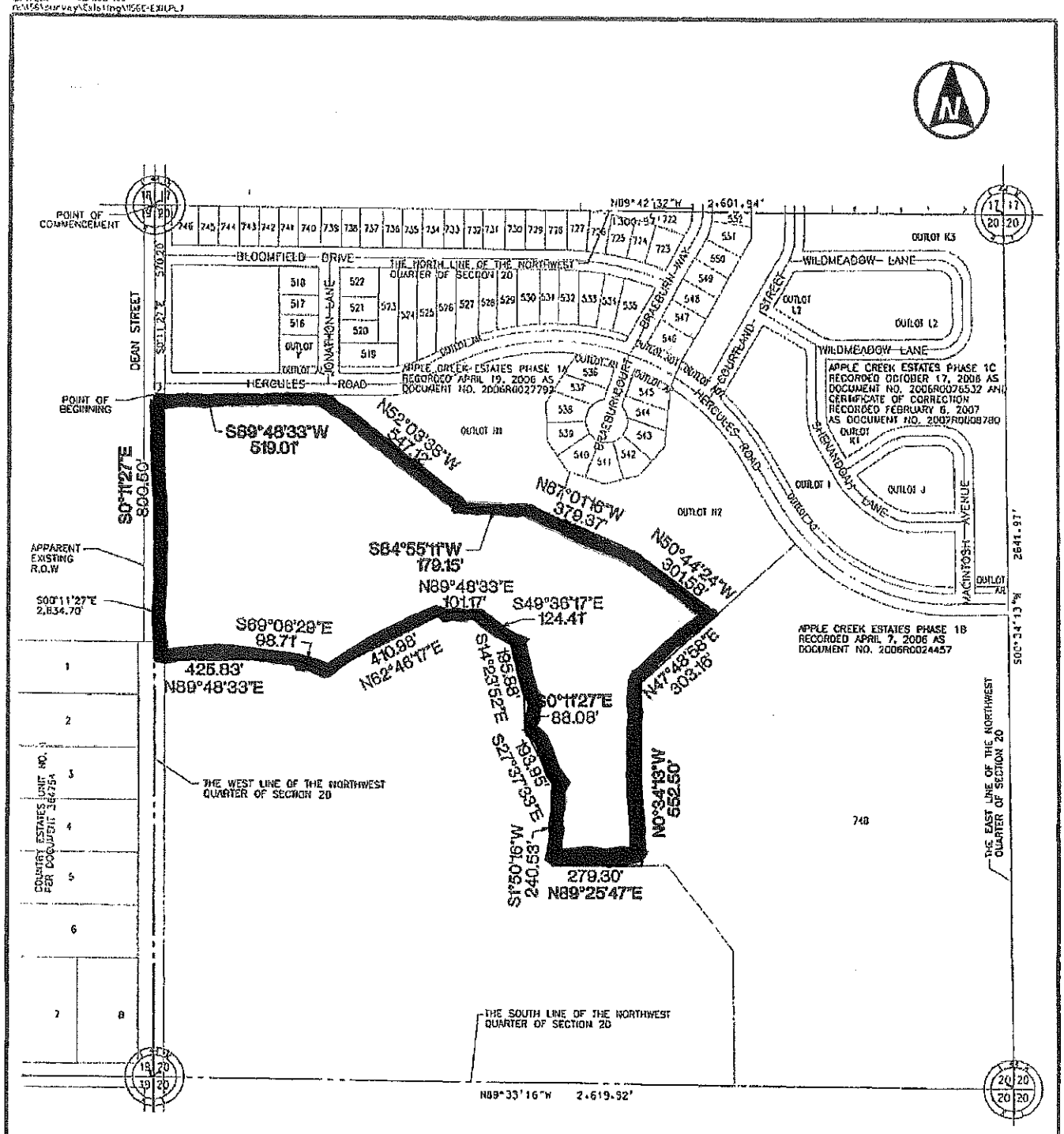

SURVEYOR'S NOTES:

1. BEARINGS BASED ON ILLINOIS EAST STATE PLANE COORDINATE SYSTEM.

GENERAL NOTES:

1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
2. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENTS.

Mackie Consultants, LLC
9575 W. Higgins Road, Suite 600
Rosemont, IL 60018
(847)696-1400
www.mackieconsult.com

DATE	DESCRIPTION OF REVISION	BY

LOT	
DESIGNED	
DRAWN	DAG
APPROVED	MTB
DATE	12-08-11
SCALE	1"=400'

SHEET 1 OF 1

PROJECT 1156

MACKIE CONSULTANTS LLC, 2011
ILLINOIS FIRM LICENSE #

EXHIBIT

ALL-STATE LEGAL®

WETLAND MITIGATION PARCEL LEGAL DESCRIPTION:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE SOUTH 00 DEGREES 11 MINUTES 27 SECONDS EAST, A DISTANCE OF 570.20 FEET, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 20 TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 11 MINUTES 27 SECONDS EAST, A DISTANCE OF 800.50 FEET CONTINUING ALONG SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 20; THENCE NORTH 89 DEGREES 48 MINUTES 33 SECONDS EAST, A DISTANCE OF 425.83 FEET ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE SOUTH 69 DEGREES 06 MINUTES 29 SECONDS EAST, A DISTANCE OF 98.71 FEET; THENCE NORTH 62 DEGREES 46 MINUTES 17 SECONDS EAST, A DISTANCE OF 410.98 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 33 SECONDS EAST, A DISTANCE OF 101.17 FEET; THENCE SOUTH 49 DEGREES 36 MINUTES 17 SECONDS EAST, A DISTANCE OF 124.41 FEET; THENCE SOUTH 14 DEGREES 23 MINUTES 52 SECONDS EAST, A DISTANCE OF 195.88 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 27 SECONDS EAST, A DISTANCE OF 88.08 FEET; THENCE SOUTH 27 DEGREES 37 MINUTES 33 SECONDS EAST, A DISTANCE OF 193.95 FEET; THENCE SOUTH 01 DEGREES 50 MINUTES 16 SECONDS WEST, A DISTANCE OF 240.53 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 47 SECONDS EAST, A DISTANCE OF 279.30 FEET ALONG A LINE AT RIGHT ANGLES TO THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 20; THENCE NORTH 00 DEGREES 34 MINUTES 13 SECONDS WEST, A DISTANCE OF 552.50 FEET, ALONG A LINE 1127.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 20; THENCE NORTH 47 DEGREES 48 MINUTES 58 SECONDS EAST, A DISTANCE OF 303.16 FEET; THENCE NORTH 50 DEGREES 44 MINUTES 24 SECONDS WEST, A DISTANCE OF 301.58 FEET; THENCE NORTH 67 DEGREES 01 MINUTES 16 SECONDS WEST, A DISTANCE OF 379.37 FEET; THENCE SOUTH 84 DEGREES 55 MINUTES 11 SECONDS WEST, A DISTANCE OF 179.15 FEET; THENCE NORTH 52 DEGREES 03 MINUTES 38 SECONDS WEST, A DISTANCE OF 547.12 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 33 SECONDS WEST, A DISTANCE OF 519.01 FEET, ALONG A LINE AT RIGHT ANGLES TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 20 TO SAID WEST LINE OF NORTHWEST QUARTER OF SECTION 20 SAID POINT ALSO BEING THE POINT OF BEGINNING, IN McHENRY COUNTY, ILLINOIS.

CONTAINING 1,107,600 SQ.FT. OR 25.427 AC., MORE OR LESS

N:\1156\survey\Text\ Wetland Mitigation Parcel Legal Description.doc

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PHYLLIS K. WALTERS
RECORDER-MCHENRY COUNTY, IL
2011R0052909
12/28/2011 04:30PM PAGES 9
RECORDING FEE 30.00
GIS FEE 15.00
RHSPS HOUSING FEE 10.00

EASEMENT AGREEMENT

PREPARED BY, AND AFTER
RECORDING, MAIL TO:

Martin P. Murphy
The Murphy Law Firm
One Westbrook Corporate Center
Suite 300
Westchester, IL 60154

CHICAGO TITLE
59 N VIRGINIA
CRYSTAL LAKE IL 60014

MT

8800/0929 3073

THIS EASEMENT AGREEMENT (this "Agreement") is made this 15th day of December, 2011 by **WOODSTOCK HOLDINGS, LLC**, an Illinois limited liability company ("Grantor") and **HAWTHORN 45 LLC**, an Illinois limited liability company ("Grantee").

RECITALS:

(A) Grantor is the owner of the property described on Exhibit A attached hereto ("Grantor Parcel");

(B) Grantee owns nearby property and desires to complete certain work on the Grantor Parcel;

(C) Grantor desires to grant an easement for the benefit of Grantee, and its successors and assigns, within the Grantor Parcel, all in accordance to the terms and conditions hereunder.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Recitals. The foregoing Recitals and all Exhibits attached to this Agreement are, by this reference, hereby incorporated into and made a part of this Agreement as if the same had been fully set forth in this Agreement.

2. Easement. Grantor hereby gives and grants to Grantee, and its successors and assigns, or any other party, an irrevocable and non-exclusive easement on, over, across and under the Grantor Parcel to enter the Grantor Parcel and to perform, construct, reconstruct, repair, inspect, maintain and operate thereon such work as may be contemplated for the Grantor Parcel

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ALL-STATE LEGAL® EXHIBIT E

by the Army Corp of Engineers Chicago District Permit LRC 2004-12981 ("Army Corp Permit") or otherwise required by the Village of Woodstock. Grantee shall also have the right of access across the Grantor Parcel for necessary personnel and equipment to do any of the above work. The right is also granted to cut down, trim or remove any trees, shrubs or other plants on the Grantor Parcel that interfere with the operation of the sewers or appurtenant facilities.

3. **Duration of Easement**. The easement herein granted shall be effective immediately upon the date hereof and shall terminate upon the occurrence of the Conveyance Date (as hereinafter defined).

4. **Conveyance Date**. Grantor agrees that it shall dedicate, donate, and/or convey the Grantor Parcel to the community association ("Community Association") created pursuant to the Community Declaration for Apple Creek Estates recorded with the McHenry County Recorder's office as document no. 2006R0077368 ("Community Declaration") or The Land Conservancy of McHenry County or any entity which shall succeed to the rights and powers of The Land Conservancy of McHenry County ("TLC"). Any such conveyance shall be (i) free and clear of any lien or other encumbrance, except for the "permitted exceptions" described on Exhibit B attached hereto, and (ii) shall consist of the entire Grantor Parcel, or such lesser amount of the Grantor Parcel as directed in writing by the Grantee, the Community Association or TLC. Grantor shall make such dedication, donation and/or conveyance within fifteen (15) days notice from Grantee, the Community Association or TLC. The date of such conveyance shall be the "Conveyance Date".

5. **Covenants Running with the Land**. The rights granted in this Agreement and the agreements and covenants contained in this Agreement shall be rights, agreements and covenants running with the land, shall be recorded against the Grantor Parcel, and shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, grantees, successors, and assigns.

6. **Default, Right to Enjoin**. In the event of a default by Grantor or Grantee of its obligations hereunder, which default is not cured within thirty (30) days following written notice thereof, the party hereunder providing such written notice of default can pursue all rights and remedies at law or in equity with respect to such default. In addition to, and not in limitation of, any rights or remedies available to any party hereunder under the terms and provisions of this Agreement, any party hereunder shall also have the right to institute a suit in equity to the extent permitted by law to compel compliance with each of, or to enjoin the violation or threatened violation of any of, the terms, covenants and conditions of this Agreement by any other party hereunder. All costs incurred by one party in so enforcing this Agreement, including court costs and reasonably attorneys' fees, shall be paid by the non-complying/violating party to the enforcing party hereunder.

7. **No Termination for Breach**. Notwithstanding anything in this Agreement to the contrary, no breach on the part of any party to this Agreement shall entitle any other party hereunder or its successors, grantees or assigns to cancel, rescind or otherwise terminate this Agreement.

McHenry County Recorder Phyllis K Walters # 2011R0052909

8. Amendment. This Agreement may be amended only by an instrument executed by all the parties hereto or their successors or assigns.

9. Severability. If any of the covenants, conditions or terms of this Agreement shall be found void or unenforceable for any reason whatsoever by any court of law or law or in equity, then every other covenant, condition or term herein set forth shall remain valid and binding, and in such event, such covenants, conditions or terms shall be given effect to the extent required to carry out the general intention of this Agreement sand impart validity to such covenant, condition or term.

10. Notice. Any notice required or desired to be given under this Agreement shall be in writing and shall be deemed to have been properly served (i) upon receipt, or refusal of receipt, when delivered in person, (ii) three business days after such notice is deposited in the United States mail, certified mail, return receipt requested, postage prepaid, (iii) one (1) business day after such notice is deposited with an overnight courier service, or (iv) upon receipt if sent via facsimile (provided a confirmation copy is timely sent by one of the methods set forth above), and shall be addressed as follows (or any such other address or party as any party hereto shall from time to time designate by notice given in accordance with the terms hereof):

If to Grantor:	Woodstock Holdings, LLC 3720 North Sheffield Chicago, Il 60613
If to Grantee:	Hawthorn 45 LLC 12 Salt Creek Lane, Suite 200 Hinsdale, IL 60521

11. Successors and Assigns. Whether or not specific reference is made to successors and assigns in each term or provision of this Agreement, all of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

12. Miscellaneous. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

[No further text. Signatures on following page.]

McHenry County Recorder Phyllis K Walters # 2011R0052909

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

GRANTOR:

WOODSTOCK HOLDINGS, LLC, an Illinois limited liability company

By:_____

Name:_____

Title:_____

GRANTEE:

HAWTHORN 45 LLC, an Illinois limited liability company

By:_____

Name: PETER J. BRENNAN

Title: MGR

McHenry County Recorder Phyllis K. Walters # 2011R0052909

State of Illinois, County of DuPage ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that before me on this 15th day of December, 2011, appeared Peter J. Kim manager of **HAWTHORN 45 LLC,** an Illinois limited liability company, and known to me to be the same person who signed and acknowledged that he signed the foregoing instrument as such manager of said limited liability company for and on behalf of the limited liability company, and that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the limited liability company, for the uses and purposes set forth in the instrument.

Given under my hand and official seal this 15th day of December, 2011.

Commission expires

OFFICIAL SEAL
JEAN YIN
Notary Public - State of Illinois
My Commission Expires Jul 7, 2015

NOTARY PUBLIC

State of ILLINOIS, County of DUPAGE ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that before me on this ____ day of December, 2011, appeared PATRICK GIBBONS, PRESIDENT/MANAGER of **WOODSTOCK HOLDINGS, LLC,** an Illinois limited liability company, and known to me to be the same person who signed and acknowledged that he signed the foregoing instrument as such PRESIDENT/MANAGER of said limited liability company for and on behalf of the limited liability company, and that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the limited liability company, for the uses and purposes set forth in the instrument.

Given under my hand and official seal this 15 day of December, 2011.

Commission expires 3-17-12

NOTARY PUBLIC

OFFICIAL SEAL
DANIEL JOHNSON
Notary Public - State of Illinois
My Commission Expires Mar 17, 2012

McHenry County Recorder Phyllis K Walters # 2011R0052909

EXHIBIT A

Grantor Parcel Legal Description

THAT PART OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE SOUTH 00 DEGREES 11 MINUTES 27 SECONDS EAST, A DISTANCE OF 570.20 FEET, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 20 TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 11 MINUTES 27 SECONDS EAST, A DISTANCE OF 800.50 FEET CONTINUING ALONG SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 20; THENCE NORTH 89 DEGREES 48 MINUTES 33 SECONDS EAST, A DISTANCE OF 425.83 FEET ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE SOUTH 69 DEGREES 06 MINUTES 29 SECONDS EAST, A DISTANCE OF 98.71 FEET; THENCE NORTH 62 DEGREES 46 MINUTES 17 SECONDS EAST, A DISTANCE OF 410.98 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 33 SECONDS EAST, A DISTANCE OF 101.17 FEET; THENCE SOUTH 49 DEGREES 36 MINUTES 17 SECONDS EAST, A DISTANCE OF 124.41 FEET; THENCE SOUTH 14 DEGREES 23 MINUTES 52 SECONDS EAST, A DISTANCE OF 195.88 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 27 SECONDS EAST, A DISTANCE OF 88.08 FEET; THENCE SOUTH 27 DEGREES 37 MINUTES 33 SECONDS EAST, A DISTANCE OF 193.95 FEET; THENCE SOUTH 01 DEGREES 50 MINUTES 16 SECONDS WEST, A DISTANCE OF 240.53 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 47 SECONDS EAST, A DISTANCE OF 279.30 FEET ALONG A LINE AT RIGHT ANGLES TO THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 20; THENCE NORTH 00 DEGREES 34 MINUTES 13 SECONDS WEST, A DISTANCE OF 552.50 FEET, ALONG A LINE 1127.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 20; THENCE NORTH 47 DEGREES 48 MINUTES 58 SECONDS EAST, A DISTANCE OF 303.16 FEET; THENCE NORTH 50 DEGREES 44 MINUTES 24 SECONDS WEST, A DISTANCE OF 301.58 FEET; THENCE NORTH 67 DEGREES 01 MINUTES 16 SECONDS WEST, A DISTANCE OF 379.37 FEET; THENCE SOUTH 84 DEGREES 55 MINUTES 11 SECONDS WEST, A DISTANCE OF 179.15 FEET; THENCE NORTH 52 DEGREES 03 MINUTES 38 SECONDS WEST, A DISTANCE OF 547.12 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 33 SECONDS WEST, A DISTANCE OF 519.01 FEET, ALONG A LINE AT RIGHT ANGLES TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 20 TO SAID WEST LINE OF NORTHWEST QUARTER OF SECTION 20 SAID POINT ALSO BEING THE POINT OF BEGINNING, IN McHENRY COUNTY, ILLINOIS.

PINs: 13-20-100-002; 13-20-100-004; 13-20-100-009; and 13-20-300-016

Address: Land near Dean Street and Lucas Road, Woodstock, IL

McHenry County Recorder Phyllis K Walters # 2011R0052909

EXHIBIT B

1. Real estate taxes and assessments not due and payable;

2. Existing farm lease that the current owner of the prior owner of the property is causing to terminate on or before December 31, 2011;

3. Title exceptions caused by the acts or omissions of Grantee;

B 9. THE LAND LIES WITHIN THE BOUNDARIES OF A SPECIAL SERVICE AREA AS DISCLOSED BY ORDINANCE RECORDED AS DOCUMENT 2007R025409, AND IS SUBJECT TO ADDITIONAL TAXES UNDER THE TERMS OF SAID ORDINANCE AND SUBSEQUENT RELATED ORDINANCES.

H 15. GRANT OF EASEMENT RECORDED NOVEMBER 15, 1946 AS DOCUMENT 196662 IN FAVOR OF THE ILLINOIS BELL TELEPHONE COMPANY, UPON, OVER, UNDER AND ACROSS THE THE PUBLIC ROADS ON OR ADJOINING THE EAST 1/2 OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 20, TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN.

(AFFECTS EAST PART OF PARCEL 4 ALONG ROUTE 47 AND THAT PART OF PARCEL 5 ALONG ROUTE 47)

I 16. TERMS, PROVISIONS AND CONDITIONS CONTAINED IN INSTRUMENTS RELATING TO ANNEXATION ANNEXATION AGREEMENT BETWEEN APPLE CREEK ESTATES LLC AND THE CITY OF WOODSTOCK, AS FOLLOWS: ORDINANCE NO. 05-0-50, A COPY OF WHICH WAS RECORDED SEPTEMBER 12, 2005 AS DOCUMENT 2005R76249 AND AMENDED BY FIRST AMENDMENT RECORDED MAY 17, 2007 AS DOCUMENT 2007R034530 AND 2007R060630 RECORDED SEPTEMBER 5, 2007

(AFFECTS ALL)

J 17. EASEMENT FOR PUBLIC UTILITIES IN FAVOR OF THE COMMONWEALTH EDISON COMPANY, SBC ILLINOIS A.K.A. THE ILLINOIS BELL TELEPHONE COMPANY, NORTHERN ILLINOIS GAS COMPANY, THE CITY OF WOODSTOCK, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO, CONTAINED IN THE PLAT OF EASEMENT MADE BY KIRK CORPORATION RECORDED JULY 3, 2006 AS DOCUMENT 2006R048224.

SIX EASEMENTS WERE GRANTED AND EACH WAS GRANTED WITH THE PROVISION THAT ONCE SUBDIVISION PLATS ARE RECORDED FOR THOSE AREAS, WITH SIMILAR EASEMENTS, THIS GRANT IS THEN VACATED.

1. PUBLIC UTILITIES AND DRAINAGE EASEMENT NO.1 AFFECTS THE NORTH 25 FEET OF PARCEL 1 ALONG HERCULES ROAD.
2. DRAINAGE EASEMENTS NO. 2 (10 FEET) AND EASEMENT NO. 3 (40 FEET) AFFECTS PORTIONS OF THE NORTH PART OF PARCEL 1 ALONG HERCULES ROAD AS SHOWN THEREIN.
3. DRAINAGE EASEMENT NO. 4 AFFECTS A 10 FOOT STRIP IN NORTHEAST CORNER OF PARCEL 1 AS SHOWN THEREIN.

McHenry County Recorder Phyllis K Walters # 2011R0052909

K 18. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES, INCLUDING BUT NOT LIMITED TO THOSE PARTS DEDICATED BY DOCUMENT RECORDED MARCH 14, 1935 AS DOCUMENT 119687 AND 119688 (ROUTE 47).

(AFFECTS THAT PART OF PARCELS 2, 3 AND 5 AND 6 FALLING IN LUCAS ROAD, THAT PART OF PARCELS 1 AND 62FALLING IN DEAN ROAD AND THAT PART OF PARCEL 4 AND 5 FALLING IN ROUTE 47.)

L 19. EASEMENT IN FAVOR OF THE COMMONWEALTH EDISON COMPANY, AND ITS SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED AS DOCUMENT NO. 2005R0035371, AFFECTING A 20 FOOT WIDE STRIP OF LAND LYING WITHIN THE NORTHERLY 20 FEET OF THE NORTHERLY 50 FEET OF THE PROPOSED (PER PRELIMINARY PROPOSED APPLE CREEK ESTATES SUBDIVISION) 100 FOOT ROAD RIGHT OF WAY KNOWN AS LUCAS ROAD WHICH EXTENDS THROUGH THE SOUTH 1/2 OF SECTION 20 (EXCEPT THE WEST 350 FEET OF EQUAL WIDTH OFF THE SOUTHWEST 1/4 OF SECTION 20 LYING SOUTHERLY OF THE CENTER OF LUCAS ROAD), ALL IN TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS,

(AFFECTS THAT PART OF PARCELS 2, 3 AND 5 WHICH FALL IN LUCAS ROAD)

M 20. RIGHTS OF ADJOINING OWNERS TO THE UNINTERRUPTED FLOW OF ANY STREAM WHICH MAY CROSS THE PREMISES.

N 21. RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS, LATERALS AND UNDERGROUND PIPES, IF ANY.

(AFFECTS PARCELS 1 THROUGH 5)

O 22. VARIOUS SMALL CULVERTS AND ONE CONTINOUS CULVERT AND WATER AREAS AS SHOWN ON SURVEY PREPARED BY MACKIE CONSULTANTS LLC DATED SEPTEMBER 29, 2011, NO 1156.

(AFFECTS PARCEL 1, 2, 3 AND 5)

P 23. NOTE: THE PLAT OF SURVEY PREPARED BY MACKIE CONSULTANTS LLC DATED SEPTEMBER 29, 2011, NO 1156 REFLECTS THE FOLLOWING INFORMAITON AS TO FLOOD ZONES AS PER NOVEMBER 16, 2006 FEMA MAP:
PARCELS 1, 2 AND 5 INCLUDE AREAS IN ZONE A AND ZONE X SHADED. THE REMAINDER OF PARCELS 1, 2 AND 5 AND ALL OF PARCEL 3, 4 AND 6 ARE IN ZONE X.

McHenry County Recorder Phyllis K Walters # 2011R0052909

Q 24. RIGHTS OF PUBLIC AND QUASI-PUBLIC UTILITIES IN THE LAND DISCLOSED BY SURVEY PREPARED BY MACKIE CONSULTANTS LLC DATED SEPTEMBER 29, 2011, NO 1156;
1) AN ELECTRIC METER AND TELEPHONE SPLICE ON A CONCRETE PAD ALONG THE WEST LINE OF THAT PART OF THE LAND FALLING IN THE NORTHWEST 1/4 OF SAID SECTION 20; AND
(AFFECTS THE SOUTHWEST CORNER OF THAT PART OF PARCEL 1 IN THE NORTHWEST 1/4)

2) OVERHEAD LINES ALONG SOUTH LINE OF LUCAS AND ALONG EAST LINE OF EASTWOOD IN THAT PART OF PARCEL 1 FALLING IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21.

(AFFECTS PART OF PARCEL 5)

R 25. NOTE: THE LAND DESCRIBED IN SCHEDULE A EITHER IS UNSUBDIVIDED PROPERTY OR CONSTITUTES PART OF A SUBDIVIDED LOT. AS A RESULT, A PLAT ACT AFFIDAVIT SHOULD ACCOMPANY ANY CONVEYANCE TO BE RECORDED. IN THE ALTERNATIVE, COMPLIANCE SHOULD BE HAD WITH THE PROVISIONS OF THE PLAT ACT (765 ILCS 205/1 ET SEQ.).

(AFFECTS ALL)

V 26. EASEMENT RIGHTS, IF ANY, AS DISCLOSED BY TELEPHONE LINE SHOWN ON SURVEY PREPARED BY MACKIE CONSULTANTS LLC DATED SEPTEMBER 29, 2011, NO 1156 ALONG SOUTH PART OF THE WEST LINE OF PARCEL 1 AND ALL OF THE WEST LINE OF PARCEL 2, ALONG DEAN STREET.

W 27. ENCROACHMENT OF THE FENCE LOCATED MAINLY ON THE PROPERTY SOUTH AND ADJOINING PARCEL 6, ONTO THE LAND BY APPROXIMATELY.2 OF A FOOT, AS SHOWN ON PLAT OF SURVEY PREPARED BY MACKIE CONSULTANTS LLC DATED SEPTEMBER 29,2011, NO 1156.

(AFFECTS PARCEL 2)

McHenry County Recorder Phyllis K Walters # 2011R0052909

(R) (9)

MCHENRY COUNTY RECORDER
PHYLLIS K. WALTERS
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COUNTY STAMP FEE
STATE STAMP FEE
RHSPS HOUSING FEE

ORDINANCE NO. 07-0-29

An Ordinance Ratifying the Establishment of Special Service Area Number 12 Within the City of Woodstock for the Property Commonly Known as the Apple Creek Development

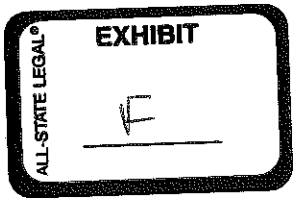
WHEREAS, pursuant to Article VII, Section 7, of the Constitution of the State of Illinois in force as of July 1, 1971, the City of Woodstock, an Illinois municipal corporation (the "City"), situated in McHenry County, Illinois, possesses the constitutional and statutory authority to establish special service areas; and

WHEREAS, special service areas are established pursuant to the provisions of Public Act 88-455, the Illinois Special Service Area Tax Law, 35 ILCS 200/27-5 *et seq.* (the "Law"), which provides for the levying or imposing taxes for the provision of special services to areas within the boundaries of home rule municipalities, non-home rule municipalities and counties and pursuant to the Law; and

WHEREAS, the City's Mayor and City Council (together, the "Corporate Authorities") found that it was in the public interest that Special Service Area Number 12 be established and formed to provide special municipal services to real property commonly known as the Apple Creek development, as legally described as follows (the "Area"):

> THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, THE NORTHWEST QUARTER OF SECTION 20, THE WEST ½ OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21 (EXCEPT THE NORTH 160 FEET OF THE WEST 347.3 FEET THEREOF), AND THE SOUTH HALF OF SECTION 20 (EXCEPT THE WEST 350 FEET OF EQUAL WIDTH OFF THE SOUTHWEST QUARTER OF SAID SECTION 20 LYING SOUTHERLY OF THE CENTER OF LUCAS ROAD, ALL IN TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS.

31.00 City of Woodstock



07-016-3451

The Area consists of approximately 559.0895 acres, more or less, the majority of which is situated northwest and southwest of the intersection of Lucas Road and Illinois Route 47, with the balance situated northeast and southeast of said intersection and is known as the Apple Creek development; and

WHEREAS, the permanent tax identification numbers assigned to the Area are 13-17-300-004, 13-17-451-001, 13-20-100-001, 13-20-100-002, 13-20-100-003, 13-20-300-012, 13-20-400-001, 13-20-400-002, 13-20-400-003 and 13-21-300-005; and

WHEREAS, the special municipal services to be provided to the Area include, but are not limited to, the following:

1. Maintenance, restoration and repair of retention and detention basins, areas and facilities, channels, swales, drainage facilities and easements, stormwater detention facilities, common facilities, outlots, trails and open space areas, as deemed necessary and appropriate by the Corporate Authorities; and

2. Surface water detention and drainage easement maintenance, restoration and repair consisting of mowing, erosion, nuisance and sedimentation control, sediment and obstruction removal, dredging, structural maintenance and replacement, regrading, reseeding, replanting and removal of debris, as well as mosquito abatement, as deemed necessary and appropriate by the Corporate Authorities; and

3. Wetlands maintenance, planting, remediation and restoration, as deemed necessary and appropriate by the Corporate Authorities; and

4. Open space maintenance consisting of mowing, reseeding, replanting, landscaping, removal of debris, and cleanup, as deemed necessary and appropriate by the Corporate Authorities; and

5. Landscaping consisting of mowing, reseeding, replanting, mulching and cleanup, and replacement of trees and vegetation in the manner depicted on the landscaping plans for the Area on file with the City, as deemed necessary and appropriate by the Corporate Authorities; and

6. Compliance and any other actions or obligations relative to the Area in connection with the Conservation Easement in favor of the Land Conservancy of McHenry County, an Illinois not for profit corporation ("TLC"), from Apple Creek Estates LLC which encompasses the Area as well as that certain Open Space Management Agreement by and between TLC, the Apple Creek Community Association, an Illinois not for profit corporation and Apple Creek Estates, LLC, the Memorandum of Understanding by and between TLC, the City, the Apple Creek Community Association and Apple Creek Estates, LLC as well as paragraph 5 of the

Annexation Agreement between Apple Creek Estates, LLC and the City; and

7. Administration and inspection of items 1 through 6 and all legal, administration and professional fees related to the proposed special service area (collectively, the "Special Services").

However, under no circumstances shall the provision of such Special Services by the City, its agents, employees, consultants or contractors, in the City's sole discretion without the obligation to do so, constitute an acceptance of or assumption of responsibility for any personal property or real property within the Area by the City; and

Prior to undertaking any of the Special Services, except in the event that there is a danger to the public health presented, the City will provide the relevant owner or homeowners' association, if any, with 15 days' advance notice of the City's intent to undertake any of the Special Services upon the Area. If, during such interval, the owner or homeowners' association undertakes and completes such appropriate action during such 15 day interval or within an extended time, in the City's sole and unfettered discretion, the City will not undertake such Special Services; and

WHEREAS, the Corporate Authorities of the City found that the Area is compact and contiguous and constitutes a separate and distinct subdivision of the City; that the Area will benefit specially from the Special Services to be provided; that the Special Services are in addition to municipal services provided to the City as a whole; and it is therefore in the best interests of the City that the levy for special taxes against said Area for the Special Services be provided; and

WHEREAS, the term of the proposed Special Service Area is perpetual and the nature of the Special Services is maintenance; and

WHEREAS, a public hearing was held on the 16th day of January, 2007, at 7 p.m. in the City of Woodstock City Hall, 121 West Calhoun Street, Woodstock, Illinois 60098, to consider the creation and establishment of Special Service Area No. 12 of the City of Woodstock for the territory legally and commonly described in this Ordinance; and

WHEREAS, notice of the public hearing was published at least once not less than 15 days prior to the public hearing in one or more newspapers of general circulation in the City of Woodstock, Illinois. In addition, notice by mailing was given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed Special Service Area No. 12. Said notice was mailed not less than 10 days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice was sent to the person last listed on the tax rolls prior to that year as the owner of the property; and

WHEREAS, all persons affected by the proposed formation of the City of Woodstock Special

07-016-3453

Service Area No. 12 were given an opportunity to be heard regarding the proposed formation of and the boundaries of the Special Service Area No. 12 and were given the right to object to the formation of the proposed special service area and the levy of taxes affecting the Area within 60 days from the adjournment of said public hearing; and

WHEREAS, at the public hearing there was considered the levy of an annual tax not to exceed the annual rate of 0.20 percent of the assessed value, as equalized, of the real property in the Area proposed for Special Service Area No. 12, said tax to be levied in the event of the homeowners' association's failure to undertake and complete appropriate action after 15 days advance notice from the City, and levied each time it is necessary to finance the Special Services. Said taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Law.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the CITY OF WOODSTOCK, McHenry County, Illinois, as follows:

SECTION 1: The recitals and findings set forth above are hereby incorporated into this Ordinance by this reference as if fully set forth herein. All defined terms herein shall have the same meaning and definition as those defined terms set forth in the recitals.

SECTION 2: That Special Service Area No. 12 is hereby established and consists of the Area, said real property being legally and commonly described as follows:

> THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, THE NORTHWEST QUARTER OF SECTION 20, THE WEST ½ OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21 (EXCEPT THE NORTH 160 FEET OF THE WEST 347.3 FEET THEREOF), AND THE SOUTH HALF OF SECTION 20 (EXCEPT THE WEST 350 FEET OF EQUAL WIDTH OFF THE SOUTHWEST QUARTER OF SAID SECTION 20 LYING SOUTHERLY OF THE CENTER OF LUCAS ROAD, ALL IN TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS.

SECTION 3: The provision of the Special Services, as defined above, to the Area shall be financed by the levy of an annual tax not to exceed the annual rate of 0.20 percent of the assessed value, as equalized, of the real property within the Special Service Area subject to and in accordance with the terms and conditions of this Ordinance. Under no circumstances shall the provision of such Special Services by the City constitute an acceptance of any personal property or real property within the Area. The term of the Special Service Area is perpetual.

SECTION 4: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

07-016-3454

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form, which is hereby authorized, as provided by law.

Voting Aye: Ahrens, Dillon, Turner, Webster, and Mayor Sager

Voting Nay: None

Absent: None

Abstain: None

APROVED:

Mayor Brian Sager, PhD

(SEAL)
ATTEST: Maureen Larson
City Clerk Maureen Larson

Passed: March 20, 2007

Approved: March 20, 2007

Published: March 22, 2007

Prepared by:
Carlos S. Arévalo, City Attorney
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, IL 60014
815/459-2050
pjh:Woodstock.Ord\SSA12AppleCreekFinal.ord

07-016-3455

CERTIFICATION

I, MAUREEN LARSON, do hereby certify that I am the duly appointed, acting and qualified Clerk of the City of Woodstock, McHenry County, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the Mayor and Councilmen of said City.

I do hereby further certify that at a regular meeting of the Woodstock City Council, held on the 20 day of March, 2007, the foregoing Ordinance entitled *An Ordinance Ratifying the Establishment of Special Service Area Number 12 Within the City of Woodstock for the Property Commonly Known as the Apple Creek Development,* was duly passed by said City Council.

The pamphlet form of Ordinance No. 07-O-29, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the City Hall, commencing on the 22 day of March, 2007, and continuing for at least 10 days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the City Clerk.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said City for safekeeping, and that I am the lawful custodian and keeper of the same.

Given under my hand and corporate seal of the City of Woodstock this 22 day of March, 2007.

(SEAL)

Maureen Larson

Maureen Larson, Clerk
City of Woodstock,
McHenry County, Illinois

07-016-3456

I, Maureen Larson, do hereby certify by my signature affixed below that I am the duly appointed and qualified City Clerk of the City of Woodstock, County of McHenry, Illinois, and that as such clerk, I am the keeper of the ordinances, records, corporate seal and proceedings of the Mayor and City Council of said City of Woodstock.

I do hereby further certify that at a meeting of the Mayor and City Council of the City of Woodstock, McHenry County, Illinois, held on the 20th day of March 2007, the foregoing ordinance, Ordinance No. 07-O-29 and titled **"An Ordinance Ratifying the Establishment of Special Service Area Number 12 within the City of Woodstock for the Property Commonly Known as the Apple Creek Development"** hereto was re-passed and approved. The passage of said Ordinance was on a roll call vote, on which the vote was as follows:

Ayes: Ahrens, Dillon, Turner, Webster, and Mayor Sager

Nays: None

Absentees: None

Abstentions: None

I do further certify that said Ordinance was duly published on the 22nd day of March 2007 in pamphlet form.

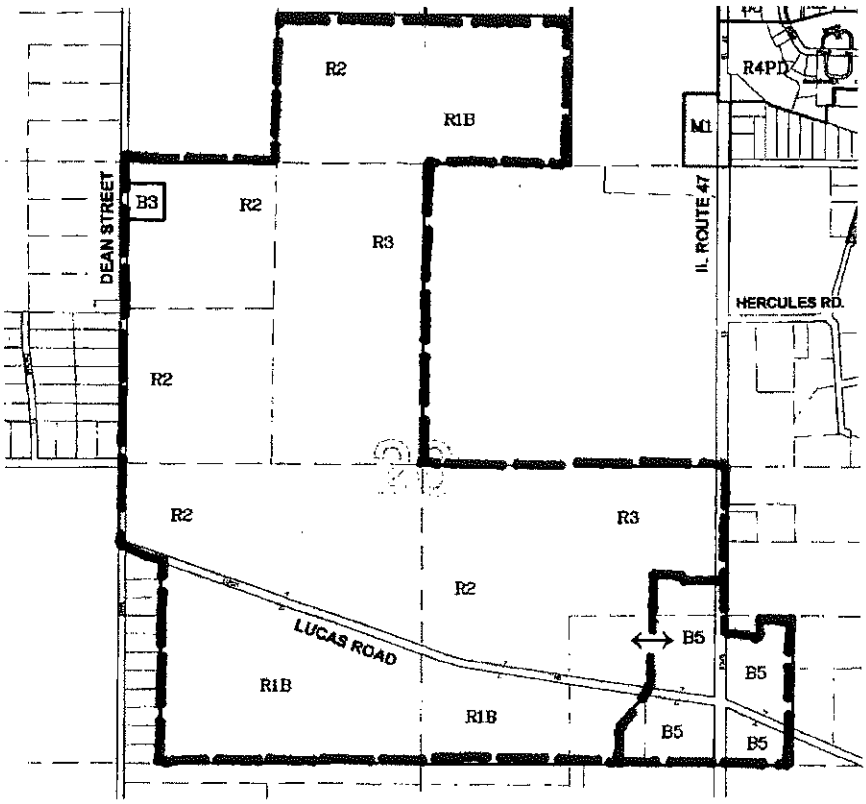
IN WITNESS WHEREOF, I have set my hand and caused to be affixed the seal of the City of Woodstock, McHenry County, Illinois on the 22nd day of March 2007.

Maureen Larson

Clerk Maureen Larson
City of Woodstock
By Deputy Clerk Cindy Smiley

SEAL

07-016-3457



Special Service Area 12
Location Map - (Excluding Public School and Park Sites)

07-016-3458

APPLE CREEK ESTATES

(Approximately 559.0895 acres, more or less)

The southeast quarter of the southwest quarter of Section 17, the southwest quarter of the southeast quarter of Section 17, the northwest quarter of Section 20, the west half of the southwest quarter of the southwest quarter of Section 21 (except the north 160 feet of the west 347.3 feet thereof), and the south half of Section 20 (except the west 350 feet of equal width off the southwest quarter of said Section 20 lying southerly of the center of Lucas Road), all in Township 44 north, Range 7, east of the Third Principal Meridian, in McHenry county, Illinois.

07-016-3459

CONSERVATION EASEMENT AREA MAINTENANCE FUND AND ENDOWMENT FUND ESCROW AGREEMENT

Escrow No. AppleCrkEst

December 17, 2007

This Escrow Agreement is entered into between and among the Apple Creek Estates Community Association, LLC, an Illinois limited liability company ("Community Association"), The Land Conservancy of McHenry County ("TLC") and First American Title Insurance Company ("Escrowee").

RECITALS

The Community Association administers a development known as Apple Creek Estates pursuant to that certain Community Declaration for Apple Creek Estates recorded in McHenry County, Illinois as Document No. 2006R0077368, as amended from time to time ("Community Declaration"). The Community Declaration, is recorded with respect to certain parcels of real estate which are legally described and designated as "Dwelling Units" and is also recorded with respect to certain areas designated as "Community Area" and "Conservation Easement Areas". TLC is responsible for maintaining the Conservation Easement Areas. The Community Declaration provides a mechanism for depositing funds in escrow, which funds will be used to pay or reimburse TLC for the cost of maintaining the Conservation Easement Areas and/or enforcing the covenants imposed on the Conservation Easement Areas. The purpose of the escrow being created by this Escrow Agreement is to receive funds which will be collected by the Community Association for the purpose of being deposited into this escrow and disbursing such funds as needed to pay or reimburse TLC for expenses incurred in connection with maintenance of the Conservation Easement Areas or enforcement of restrictions on the Conservation Easement Areas.

This Escrow Agreement provides for the creation of two accounts; an Endowment Fund Account and a Maintenance Fund Account. Funds deposited in the Maintenance Fund Account will be used to pay or reimburse TLC for expenses incurred to maintain Conservation Easement Areas. Funds deposited in the Endowment Fund Account will be used to pay or reimburse TLC for costs of enforcing the covenants imposed on Conservation Easement Areas by a Grant of Conservation Easement.

Accordingly, the parties hereto agree as follows:

1. **Deposit of Funds.** On the execution hereof, the Community Association will deposit with the Escrowee funds received and held by the Community Association for deposit herein. Each month the Community Association will deposit with the escrowee funds, if any, collected by the Community Association pursuant to the Community Declaration which are required to be deposited into this escrow. The funds deposited into this escrow shall be divided into two (2) accounts, as follows:

EXHIBIT G

ALL-STATE LEGAL®

(a) 25% of all funds deposited by the Community Association into this escrow shall be allocated to an account designated as the "Endowment Fund Account" until the sum of $100,000, in the aggregate has been so allocated to the Endowment Fund Account.

(b) Until such time as $100,000, in the aggregate, has been allocated to the Endowment Fund Account, the balance of the funds deposited by the Community Association into this escrow shall be allocated to an account designated as the "Maintenance Fund Account", and from and after such time as $100,000, in the aggregate, has been allocated to the Endowment Fund Account, all of the funds deposited by the Community Association into this escrow shall be allocated to the Maintenance Fund Account.

(c) All interest earned on funds held in this escrow shall be allocated to the Maintenance Fund Account.

2. **Request for Disbursement for Expenses from Maintenance Fund Account.** From and after TLC becomes responsible for maintaining a portion of the Conservation Easement Area (as jointly advised by the parties), TLC shall have the right from time to time to submit to the Escrowee (with a copy to the Community Association) a request for payment or reimbursement from the Maintenance Fund Account for expenses incurred by TLC to maintain such Conservation Easement Areas. Each such request shall be accompanied by appropriate backup in the form of purchase orders, paid receipts or other evidence of payment, or obligation to pay, or in such form as may be agreed to between the parties hereto (but need not be reviewed by Escrowee). Unless a particular request is disputed in writing by the Community Association (together with reasons therefor), which writing shall be delivered to both TLC and the Escrowee, the request for disbursement shall be honored by the Escrowee and the funds shall be disbursed as requested within ten (10) business days after receipt of the request for disbursement by the Escrowee; provided, that, the Community Association shall not have the right to dispute a request for disbursement which is accompanied by a certification from an officer of TLC which states that the requested disbursement is for an expenditure provided for in the current budget and does not exceed the line item amount budgeted for the expenditure for the current year. If the Community Association objects to a particular request during the ten (10) business day period, the Escrowee shall disburse funds only pursuant to a joint direction from the Community Association and TLC or as directed by a court of competent jurisdiction.

3. **Administrative Costs.** Until the balance in the Endowment Fund Account first exceeds $100,000, TLC may request disbursement by the Escrowee from the Maintenance Fund Account of an amount equal to the greater of (i) $2,000 per year, or (ii) 10% of the amounts disbursed from the Maintenance Fund Account for maintenance of the Conservation Easement Areas. (or as otherwise agreed between TLC and the Community Association) to reimburse TLC for administrative costs. From and after such time as the balance in the Endowment Fund Account first exceeds $100,000, TLC may request disbursement by the Escrowee from the Endowment Fund Account of an aggregate amount each calendar year of not more than 80% of the interest earned during the preceding calendar year; (not to exceed 4% of the principal) from the funds in the Endowment Fund Account to reimburse TLC for administrative costs. Any request by TLC for a disbursement under this Paragraph 3 shall be made in writing to the

Escrowee (with a copy to the Community Association) and shall state the amount of the requested disbursement and shall provide an explanation as to how the amount requested was determined (but this explanation need not be reviewed by Escrowee). Unless the amount of a particular request is disputed, in writing, by the Community Association (together with reasons therefore and a calculation of the amount which the Community Association believes should be disbursed), which writing shall be delivered to both TLC and the Escrowee, the request for disbursement shall be honored by the Escrowee and the funds shall be disbursed as requested within ten (10) business days after receipt of the request for disbursement by the Escrowee. If the Community Association objects to the amount of a particular request during the ten (10) business day period, the Escrowee shall disburse the portion of the request which is not disputed by the Community Association and the balance of the requested disbursement shall only be made pursuant to a joint direction from TLC and the Community Association or as directed by a court of competent jurisdiction.

4. **Request for Disbursements from the Endowment Fund Account.** TLC shall have the right from time to time to submit to the Escrowee (with a copy to the Community Association) a request for payment or reimbursement from the Endowment Fund Account for expenses incurred to enforce the terms of any Grant of Conservation Easement recorded with respect to a Conservation Easement Area which is designated as such by the Community Declaration, as amended or supplemented from time to time. Each such request shall be accompanied by appropriate backup in the form of invoices or other evidence of payment, or obligation to pay, in such form as may be agreed to between the parties hereto and a letter from the attorney who is representing TLC in the enforcement action in which the attorney states that the expenses for which disbursement is requested are expenses incurred to enforce a Grant of Conservation Easement as described above. Upon receipt of the foregoing items, the Escrowee shall disburse the funds as requested by TLC and shall give the Community Association written notice thereof.

5. **Additional Disbursements.**

(a) Additional disbursements shall be made from time to time by the Escrowee upon the joint direction of the Community Association and TLC.

(b) If the Community Association delivers written notice to the Escrowee (with a copy to TLC) stating that TLC is in default under that certain Open Space Management Agreement Re: Apple Creek and that the Community Association has expended funds to remedy the damage caused by such default and requests a disbursement from the Escrowee to reimburse the Community Association from the Maintenance Fund Account for expenses incurred to remedy the damage, then unless the request is disputed in writing by TLC (together with the reasons therefor) with copies to both the Escrowee and the Community Association, the request shall be honored within ten (10) business days after receipt of the request for disbursement by the Escrowee. If TLC objects to a particular request during the ten (10) day period, the Escrowee shall disburse funds from the Maintenance Fund Account only pursuant to a joint direction from the Community Association and TLC or as directed by a court of competent jurisdiction.

6. **Investment.** Deposits made pursuant to these instructions may be invested on behalf of any party or parties hereto; provided, that any direction to Escrowee for such investment shall be expressed in writing and contain the consent of all other parties to this escrow, and also provided that you are in receipt of the taxpayer's identification number and investment forms as required. Escrowee will, upon request, furnish information concerning its procedure and fee schedules for investment. Unless otherwise directed by all parties, all funds shall be invested in a money market account at a national bank. Interest earned on funds in the Maintenance Fund Account shall be credited to the Maintenance Fund Account and interest earned on funds in the Endowment Fund Account shall be credited to the Endowment Fund Account. In the event the Escrowee is requested to invest deposits hereunder, Escrowee shall not be held responsible for any loss of principal or interest which may be incurred as a result of making the investments or redeeming said investment for the purposes of these escrow trust instructions.

7. **Miscellaneous.**

(a) Whenever under the terms and provisions of this Escrow Agreement the time for performance shall fall upon a Saturday, Sunday or Holiday, such time for performance shall be extended to the next business day.

(b) The terms and provisions of this Agreement shall be governed by the State of Illinois.

(c) No amendment to this escrow agreement shall be enforceable unless executed in writing by all parties hereto. These instructions may be executed in counterparts, which taken together shall constitute one and the same instrument.

(d) Any party hereto may assign all of its rights and obligations hereunder to another entity, with the prior written consent of all other parties hereto.

(e) If TLC ceases to exist or if TLC materially defaults in its obligations under the Open Space Management Agreement Re: Apple Creek and fails to cure the default or defaults, then all of the rights of TLC hereunder shall be transferred to another conservation entity designated in a written direction to the Escrowee by the Community Association and the City of Woodstock.

(f) Any fees charged for acting as Escrowee hereunder, as agreed to by the parties, shall be paid and charged against the Endowment Fund Account Maintenance Fund Account, pro rata based on the balances in each account.

(g) The Escrowee shall furnish a statement to the Community Association and TLC at least once each calendar year (by no later than March 15) which statement shall

show funds received, interest earned and disbursements made during the preceding calendar year.

Dated: December 17, 2007

TLC:

THE LAND CONSERVANCY OF MCHENRY COUNTY, an Illinois not for profit corporation

By: _____
Its President

COMMUNITY ASSOCIATION:

APPLE CREEK ESTATES COMMUNITY ASSOCIATION, LLC, an Illinois limited liability company

By: The Kirk Corporation, an Illinois corporation, its sole Manager

By: _____
John P. Carroll, its President

ESCROWEE:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Its Illinois State Underwriting Counsel

(49)

MCHENRY COUNTY RECORDER
PHYLLIS K. WALTERS

2006R0077368

10/20/2006 03:20PM

PAGES 49

RECORDING FEE 71.00
COUNTY STAMP FEE
STATE STAMP FEE
RHSPS HOUSING FEE 10.00

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Brian Meltzer
MELTZER, PURTILL & STELLE LLC
1515 East Woodfield Road
Second Floor
Schaumburg, Illinois 60173-5431

ABOVE SPACE FOR RECORDER'S USE ONLY

FIRST AMERICAN TITLE
ORDER # Commodation

10/12/06

COMMUNITY DECLARATION FOR APPLE CREEK ESTATES

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06-50-1874

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06-50-1876

COMMUNITY DECLARATION FOR APPLE CREEK ESTATES

This Community Declaration is made by Apple Creek Estates, LLC, an Illinois limited liability company ("Declarant").

RECITALS

The Development Area is legally described in Exhibit A hereto. Some or all of the Development Area shall be the subject of a phased development called "Apple Creek Estates" (the "Development"). The Development shall include dwelling units and common areas.

Upon the Recording hereof, the Declarant shall subject the real estate which is legally described in Exhibit B hereto to the provisions of this Community Declaration as the Premises and shall designate portions of the Premises as either Dwelling Units, Community Area or Conservation Easement Area. From time to time the Declarant may subject additional portions of the Development Area to the provisions of this Community Declaration as Added Premises, as more fully described in Article Twelve, and shall designate portions of the Added Premises as either Dwelling Units, Community Area or Conservation Easement Area. Each portion of the Premises will be made subject to this Community Declaration and may be made subject to another declaration, in which case each Owner of a Dwelling Unit shall be a member of both the Community Association and the association which administers the property which is subject to the other declaration. Nothing in this Community Declaration shall be construed as delegating to the Community Association or authorizing the Community Association to exercise any rights or powers on behalf of any such association. It is not intended that the Community Association shall be a "master association" as defined in Section 18.5(a) of the Act (765 ILCS 605/18.5(a)). Nothing in this Community Declaration shall be construed to require the Declarant to subject additional portions of the Development Area to the provisions of this Community Declaration. Those portions of the Development Area which are not made subject to the provisions of this Community Declaration as Premises may be used for any purposes not prohibited by law.

The Declarant has formed, or will form, the Community Association under the Illinois General Not-For-Profit Corporation Act. The Community Association shall be responsible for administering and maintaining the Community Area and certain portions of dedicated right of ways and shall set budgets and fix assessments to pay the expenses incurred in connection therewith. Each Owner of a Dwelling Unit shall be a member of the Community Association and shall be responsible for paying assessments with respect to each Dwelling Unit owned by such Owner. It is not intended that the Community Association shall be a "common interest community association" as defined in Section 9-102(a)(8) of the Code of Civil Procedure (735 ILCS 5/9-102(a)(8)).

During the construction and marketing of the Development, the Declarant shall retain certain rights set forth in this Community Declaration, which rights shall include, without limitation, the right to come upon the Premises in connection with Declarant's efforts to sell portions of the Premises, the right, prior to the Turnover Date, to appoint all members of the Board, as more fully described in Article Nine, and other rights reserved in Article Nine.

Each portion of the Premises which is designated herein as Conservation Easement Area will be maintained by Declarant until the "Maintenance Turnover Date" with respect to such portion and thereafter such portion shall be maintained by TLC pursuant to the Maintenance Standards set forth in Exhibit D hereto. Each Owner will be required to pay periodically to the Community Association an amount which shall be deposited in the Conservation Easement Area Escrow (created pursuant to the Open Space Management Agreement) and such funds shall be accumulated and used to pay, or reimburse TLC for payment of, the cost of maintaining the Conservation Easement Areas, as more fully provided in the Conservation Easement Area Escrow and the Open Space Management Agreement.

NOW, THEREFORE, the Declarant hereby declares as follows:

ARTICLE ONE
Definitions

For the purpose of brevity and clarity, certain words and terms used in this Community Declaration are defined as follows:

1.01 ASSOCIATION MAINTAINED ROW: Those landscaped areas located on dedicated rights of way which serve the Development, and improvements thereon, if any, (other than public roads), which are specifically designated in Part V of Exhibit B hereto as Association Maintained ROW, as Exhibit B may be amended from time to time.

1.02 BOARD: The board of directors of the Community Association, as constituted at any time or from time to time, in accordance with the applicable provisions of Article Five.

1.03 BY-LAWS: The By-Laws of the Community Association.

1.04 CHARGES: The Community Assessment, any special assessment levied by the Community Association, the Conservation Easement Payment and/or any other charges or payments which an Owner is required to pay or for which an Owner is liable under this Community Declaration or the By-Laws.

1.05 COMMUNITY AREA: Those portions of the Premises which are legally described in Part III of Exhibit B hereto, as Exhibit B may be supplemented or amended from time to time. The Community Area shall generally include landscaped areas, monument sign areas, bicycles paths located on the Community Area and/or Conservation Easement Area, and other recreational facilities.

1.06 COMMUNITY ASSESSMENT: The amounts which the Community Association shall assess and collect from the Owners to pay the Community Expenses and accumulate reserves for such expenses, as more fully described in Article Six.

1.07 COMMUNITY ASSOCIATION: Apple Creek Community Association, an Illinois not-for-profit corporation, its successors and assigns.

1.08 COMMUNITY DECLARATION: This instrument with all Exhibits hereto, as amended or supplemented from time to time.

1.09 COMMUNITY EXPENSES: The expenses of administration (including management and professional services), operation, maintenance, repair, replacement and landscaping on the Community Area and Association Maintained ROW; the cost of maintenance, repair and replacement of improvements located on the Community Area and Association Maintained ROW; the cost of insurance for the Community Area; the cost of general and special real estate taxes, if any, levied or assessed against the Community Area and/or Conservation Easement Areas owned by the Community Association; the cost of, and the expenses incurred for, the maintenance, repair and replacement of personal property acquired and used by the Community Association in connection with the maintenance of the Community Area and Association Maintained ROW; and any expenses designated as Community Expenses by this Community Declaration. Funds to be collected from the Owners and deposited in the Conservation Easement Area Escrow shall not be Community Expenses hereunder except as provided in Section 3.03.

1.10 CONSERVATION EASEMENT AREAS: Those portions of the Premises which are legally described in Part IV of Exhibit B hereto, as Exhibit B may be supplemented or amended from time to time; provided, that bike paths located on such portions of the Premises shall be Community Area and not Conservation Easement Area. Each portion of the Premises which is designated as Conservation Easement Area shall be subject to the "Grant of Conservation Easement" in the form attached hereto as Exhibit C and shall be maintained by the Declarant until the Maintenance Turnover Date with respect to such portion and, thereafter, shall be maintained by TLC or a successor thereto. The cost of maintenance of Conservation Easement Areas after the Maintenance Turnover Date shall be paid, or reimbursed to TLC, out of funds in the Conservation Easement Area Escrow.

1.11 CONSERVATION EASEMENT PAYMENT: As defined in Section 6.03

1.12 CONSERVATION EASEMENT AREA ESCROW: An escrow with a title insurance company or other qualified escrowee into which funds will be deposited from time to time by the Community Association from funds received by the Community Association from its members. The funds in the Conservation Easement Area Escrow will be disbursed from time to time to pay, or reimburse TLC for payment of, expenses incurred from time to time by TLC for maintenance of the Conservation Easement Area, plus a management fee and overhead reimbursement as more fully provided in the Open Space Management Agreement or in the escrow agreement which governs the Conservation Easement Area Escrow.

1.13 CONDOMINIUM UNIT: A residential unit which is designated in Section II of Exhibit B as a "Condominium Unit".

1.14 COUNTY: McHenry County, Illinois or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the County as of the Recording of this Community Declaration.

1.15 DECLARANT: Apple Creek Estates, LLC, an Illinois limited liability company, its successors and assigns.

1.16 DECLARANT'S DEVELOPMENT PLAN: Declarant's current plan for the Development. Declarant's Development Plan shall be maintained by the Declarant at its principal place of business and may be changed at any time or from time to time without notice.

1.17 DETACHED HOME: A Lot which is improved with a detached single family home and which is designated in Section II of Exhibit B hereto as a "Detached Home Lot".

1.18 DEVELOPMENT AREA: The real estate described in Exhibit A hereto with all improvements thereon and rights appurtenant thereto. Exhibit A is attached hereto for informational purposes only and no covenants, conditions, restrictions, easements, liens or changes shall attach to any part of the real estate described therein, except to the extent that portions thereof are described in Exhibit B and expressly made subject to the provisions of this Community Declaration as part of the Premises. Any portions of the Premises which are not made subject to the provisions of this Community Declaration as part of the Premises may be developed and used for any purposes not prohibited by law, including, without limitation, as a residential development which is administered separate from the Development.

1.19 DWELLING UNIT: A portion of the Premises which is improved with a single family residential unit for which a temporary, conditional or final certificate of occupancy has been issued by the Municipality. A Dwelling Unit may be a Condominium Unit or a Lot which is improved with a Detached Home.

1.20 FIRST MORTGAGEE: The holder of a bona fide first mortgage, first trust deed or equivalent security interest covering a Dwelling Unit.

1.21 GRANT OF CONSERVATION EASEMENT: The Grant of Conservation Easement substantially in the form attached hereto as Exhibit C which shall be recorded with respect to those portions of the Premises which are designated as Conservation Easement Areas.

1.22 LOT: A subdivided lot which is designated in Part II of Exhibit B as a "Detached Home Lot" and upon which is, or will be, constructed a Detached Home.

1.23 MAINTENANCE TURNOVER DATE: The date on which responsibility for maintenance of a particular portion of the Conservation Easement Area shifts from the Declarant to TLC, as more fully provided for in the Open Space Management Agreement.

1.24 MUNICIPALITY: The City of Woodstock, Illinois or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the Municipality as of the Recording of this Community Declaration.

1.25 OPEN SPACE MANAGEMENT AGREEMENT: That certain Open Space Management Agreement Re: Apple Creek to be entered into by Declarant, TLC and the Community Association, as amended from time to time.

1.26 OWNER: A Record owner, whether one or more persons, of fee simple title to a Dwelling Unit, including a contract seller, but excluding those having such interest merely as security for the performance of an obligation. The Declarant shall be deemed to be an Owner with respect to each Dwelling Unit owned by the Declarant.

1.27 PERSON: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.28 PREMISES: The real estate which is legally described in Exhibit B hereto, as Exhibit B may be supplemented or amended from time to time.

1.29 RECORD: To record in the office of the Recorder of Deeds for the County.

1.30 RESIDENT: An individual who legally resides in a Dwelling Unit.

1.31 TLC: The Land Conservancy of McHenry County or any entity which shall succeed to the rights and powers of TLC hereunder.

1.32 TURNOVER DATE: The date on which the right and power of the Declarant to designate the members of the Board is terminated under Section 9.05.

1.33 VOTING MEMBER: An individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article Five.

ARTICLE TWO
Scope of Community Declaration

2.01 PROPERTY SUBJECT TO COMMUNITY DECLARATION: Declarant, as the owner of fee simple title to the Premises, expressly intends to, and by Recording this Community Declaration, does hereby subject the Premises to the provisions of this Community Declaration. Declarant reserves the right and power to add real estate to the terms of this Community Declaration, as more fully provided in Article Twelve.

2.02 CONVEYANCES SUBJECT TO COMMUNITY DECLARATION: All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Community Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in the premises, and their respective heirs, successors, personal representatives or assigns, regardless of whether the deed or other instrument which creates or conveys the interest makes reference to this Community Declaration.

2.03 DURATION: Except as otherwise specifically provided herein the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, created, reserved or declared by this Community Declaration shall be appurtenant to and shall run with

and bind the land for a period of forty (40) years from the date of Recording of this Community Declaration and for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part by a Recorded instrument executed by the Owner of not less than three-fourths (3/4) of the Dwelling Units.

2.04 DWELLING UNIT CONVEYANCE: Once a Dwelling Unit has been conveyed by the Declarant to a bona fide purchaser for value, then any subsequent conveyance or transfer of ownership of the Dwelling Unit shall be of the entire Dwelling Unit and there shall be no conveyance or transfer of a portion of the Dwelling Unit without the prior written consent of the Board.

2.05 ACCESS EASEMENT: Each Owner of a Dwelling Unit shall have a non-exclusive perpetual easement for ingress to and egress from his Dwelling Unit to public streets and roads, over and across the roads, driveways and walkways located on the Community Area, which easement shall run with the land, be appurtenant to and pass with title to every Dwelling Unit. The Municipality or any other governmental authority which has jurisdiction over the Premises shall have a non-exclusive easement of access over roads and driveways located on the Community Area for police, fire, ambulance, waste removal, snow removal, or for the purpose of furnishing municipal or emergency services to the Premises. The Community Association, its employees, agents and contracts, shall have the right of ingress to, egress from, and parking on the Community Area, and the right to store equipment on the Community Area, for the purpose of furnishing any maintenance, repairs or replacements of the Community Area or Association Maintained ROW, as required or permitted hereunder.

2.06 RIGHT OF ENJOYMENT: Each Owner shall have the non-exclusive right and easement to use and enjoy the Community Area and the exclusive right to use and enjoy the Owner's Dwelling Unit. Such rights and easements shall run with the land, be appurtenant to and pass with title to every Dwelling Unit and shall be subject to and governed by the laws, ordinances and statutes of jurisdiction, the provisions of this Community Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Community Association, including the right of the Community Association to come upon any portion of the Premises to furnish services hereunder.

2.07 DELEGATION OF USE: Subject to the provisions of this Community Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Community Association, any Owner may delegate his right to use and enjoy the Community Area and the Owner's Dwelling Unit to Residents of the Owner's Dwelling Unit. An Owner shall delegate such rights to tenants and contract purchasers of the Owner's Dwelling Unit who are Residents.

2.08 RULES AND REGULATIONS: The use and enjoyment of the Community Area shall at all times be subject to reasonable rules and regulations duly adopted by the Community Association from time to time.

2.09 UTILITY EASEMENTS: The Municipality and all public and private utilities (including cable companies) serving the Premises are hereby granted the right to lay, construct,

renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Community Area for the purpose of providing utility services to the Premises or any other portion of the Development Area.

2.10 EASEMENTS, LEASES, LICENSES AND CONCESSIONS: The Community Association shall have the right and authority from time to time to lease or grant easements, licenses, or concessions with regard to any portions or all of the Community Area for such uses and purposes as the Board deems to be in the best interests of the Owners and which are not prohibited hereunder, including, without limitation, the right to grant easements for utilities or any other purpose which the Board deems to be in the best interests of the Owners. Any and all proceeds from leases, easements, licenses or concessions with respect to the Community Area shall be used to pay the Community Expenses. Also, the Community Association shall have the right and power to dedicate any part or all of the roads or parking areas located on the Community Area to the Municipality, but only with the Municipality's approval. Each person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Dwelling Unit, shall be deemed to grant a power coupled with an interest to the Board, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for in this Section. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested to by the Secretary of the Community Association and duly Recorded.

2.11 COMMUNITY ASSOCIATION'S ACCESS: The Community Association shall have the right and power to come onto a portion of the Premises for the purpose of furnishing the services required to be furnished hereunder or enforcing its rights and powers hereunder.

2.12 NO DEDICATION TO PUBLIC USE: Except for easements granted or dedications made as permitted in Section 2.10, nothing contained in this Community Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Community Area to or for any public use or purpose whatsoever.

2.13 OWNERSHIP OF COMMUNITY AREA AND CONSERVATION EASEMENT AREA : The Community Area and Conservation Easement Area shall be conveyed to the Community Association free of mortgages no later than the Turnover Date; however Community Area or Conservation Easement Area which is made subject to this Community Declaration after the Turnover Date shall be conveyed to the Community Association free of mortgages no later than ninety (90) days after such Community Area or Conservation Easement Area is made subject to this Community Declaration.

2.14 REAL ESTATE TAXES FOR COMMUNITY AREA AND CONSERVATION EASEMENT AREA: If a tax bill is issued with respect to Community Area or Conservation Easement Area which is made subject to this Community Declaration in the middle of a tax year (regardless of when it is conveyed to the Association), then the tax bill shall be prorated so that the Declarant shall be responsible for the payment of that portion of the tax bill from January 1st of the tax year to the date that such Community Area or Conservation Easement Area is made subject to this Community Declaration, and the Association shall be responsible for the balance of the tax bill.

ARTICLE THREE
Maintenance

3.01 IN GENERAL: The restrictions and limitations contained in this Article shall be subject to the rights of the Declarant set forth in Article Nine.

3.02 MAINTENANCE BY ASSOCIATION: The following maintenance, repairs and replacements shall be furnished by the Association as a Community Expense:

(a) added planting, replanting, care and maintenance of trees, shrubs, flowers, grass and all other landscaping on the Community Area and Association Maintained ROW.

(b) Maintenance, repair and replacement of all monument signs and other improvements from time to time located on the Community Area and those improvements on the Association Maintained ROW which are specifically designated in Part V of Exhibit B hereto as being the responsibility of the Association to maintain.

(c) maintenance of portions of the Community Area, if any, which are designated as "wetlands" by any governmental authority, which maintenance shall follow guidelines and the terms and conditions of any permits from time to time issued by the governmental authority which has jurisdiction over maintenance of wetlands.

3.03 MAINTENANCE OF CONSERVATION EASEMENT AREA: Prior to the Maintenance Turnover Date with respect to each portion of the Conservation Easement Area, such portion shall be maintained by the Declarant pursuant to the Permit and the Plan (as defined in the Open Space Management Agreement). From and after the Maintenance Turnover Date with respect to a portion of the Conservation Easement Area, such portion shall be maintained by TLC pursuant to the Maintenance Standards set forth in Exhibit D hereto, as Exhibit D may be amended by agreement of the Community Association and TLC from time to time. However, if for any reason TLC, or any entity which succeeds the rights and powers of TLC hereunder, shall cease maintaining the Conservation Easement Areas, such maintenance shall be furnished by the Community Association as a Community Expense.

3.04 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE COMMUNITY AREA AND ASSOCIATION MAINTAINED ROW: Subject to the provisions of Article Nine, no alterations, additions or improvements shall be made to the Community Area or Association Maintained ROW without the prior approval of the Board and, if required under applicable Municipality ordinances, the approval of the Municipality. The Community Association may cause alterations, additions or improvements to be made to the Community Area or Association Maintained ROW, and the cost thereof shall be paid from a special assessment, as more fully described in Section 6.05; except, that, any such alteration, addition or improvement which shall cost more than six (6) months assessments then in effect under the then current budget shall be approved in advance at a special meeting of the Owners.

3.05 DAMAGE BY RESIDENT: If, due to the act or omission of a Resident of a Dwelling Unit, or of a household pet or guest or other authorized occupant or invitee of the Owner of a Dwelling Unit, damage shall be caused to the Community Area, Association Maintained ROW or Conservation Easement Area and maintenance, repairs or replacements shall be required thereby, which would otherwise be a Community Expense, or, with respect to Conservation Easement Area, would be an expense incurred by Declarant or TLC under Section 3.03 then the Owner of the Dwelling Unit shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance carried by the Community Association.

3.06 BACK UP SSA: The Municipality shall have the right and power to establish what is commonly known as a "backup SSA" to generate funds to pay the costs incurred by TLC to maintain the Conservation Easement Areas in the event that the Community Association fails to make the necessary deposits required to be made into the Conservation Easement Area Escrow from time to time and/or generate funds to pay for the maintenance of Community Area if the Association fails to do so.

ARTICLE FOUR
Insurance/Condemnation

4.01 INSURANCE:

(a) The Community Association shall have the authority to and shall obtain fire and all risk coverage insurance covering the improvements, if any, to the Community Area and other improvements required to be maintained by the Community Association, including, without limitation, those improvements on real estate which is owned by or dedicated to the Municipality which the Community Association is responsible for maintaining (based on current replacement cost for the full insurable replacement value of such improvements).

(b) The Community Association shall have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workers compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Community Association, its directors and officers, the Declarant, the managing agent, if any, and their respective employees and agents, as their interests may appear, from liability resulting from an occurrence on or in connection with, the Community Area, Association Maintained ROW or Conservation Easement Area. The Board may, in its discretion, obtain any other insurance which it deems advisable including, without limitation, insurance covering the directors and officers from liability for good faith actions beyond the scope of their respective authorities and covering the indemnity set forth in Section 5.06. Such insurance coverage shall include cross liability claims of one or more insured parties.

(c) Fidelity bonds indemnifying the Community Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Community Association or of any other person handling funds of the Community Association may be obtained by the Community Association in such amounts as the Board may deem desirable.

(d) The premiums for any insurance obtained under this Section shall be Community Expenses.

4.02 CONDEMNATION: In the case of a taking or condemnation by competent authority of any part of the Community Area or the Conservation Easement Area, the net proceeds awarded in such condemnation shall be paid to the Community Association and such proceeds, together with any Community Area Capital Reserve being held for such part of the Community Area (in the case of Community Areas), shall, in the discretion of the Board, either (i) be applied to pay the Community Expenses, (ii) be distributed to the Owners and their respective mortgagees, as their interests may appear, in equal shares, or (iii) be used to acquire additional real estate to be used and maintained for the mutual benefit of all Owners, as Community Area under this Community Declaration; provided, that any such proceeds with respect to Conservation Easement Area shall be disbursed as provided in the Grant of Conservation Easement applicable to such Conservation Easement Area. Any acquisition by the Community Association pursuant to this Section of real estate which shall become Community Area hereunder shall not become effective unless and until a supplement to this Community Declaration, which refers to this Section and legally describes the real estate affected, is executed by the President of the Community Association and Recorded.

ARTICLE FIVE
The Community Association

5.01 IN GENERAL: Declarant has caused the Community Association to be incorporated as a not-for-profit corporation under Illinois law. The Community Association shall be the governing body for all of the Owners for the limited purposes of the administration, operation, maintenance, repair and replacement of the Community Area and Association Maintained ROW, ownership of the Community Area and Conservation Easement Area and collection of funds to be deposited into the Conservation Easement Area Escrow, as provided herein.

5.02 MEMBERSHIP: Each Owner shall be a member of the Community Association. There shall be one membership per Dwelling Unit. Membership shall be appurtenant to and may not be separated from ownership of a Dwelling Unit. Ownership of a Dwelling Unit shall be the sole qualification for membership. The Community Association shall be given written notice of the change of ownership of a Dwelling Unit within ten (10) days after such change.

5.03 VOTING MEMBERS: Subject to the provisions of Section 5.05, voting rights of the members of the Community Association shall be vested exclusively in the Voting Members. One individual shall be designated as the "Voting Member" for each Dwelling Unit. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the Record ownership of a Dwelling Unit shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Dwelling Unit shall be designated by such Owner or Owners in writing to the Board and if in the case of multiple individual Owners no designation is given, then the Board at its election may

recognize an individual Owner of the Dwelling Unit as the Voting Member for such Dwelling Unit.

5.04 BOARD: Subject to the rights retained by the Declarant under Section 9.05, the Board shall consist of that number of members provided for in the By-Laws, each of whom shall be an Owner or Voting Member.

5.05 VOTING RIGHTS: Prior to the Turnover Date, all of the voting rights at each meeting of the Community Association shall be vested exclusively in the Declarant and the Owners (other than Declarant) shall have no voting rights. From and after the Turnover Date, all of the voting rights at any meeting of the Community Association shall be vested in the Voting Members and each Voting Member shall have one vote for each Dwelling Unit which the Voting Member represents. From and after the Turnover Date any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided in the By-Laws) upon the affirmative vote of a majority of the votes held by the Voting Members present at such meeting, except as otherwise provided herein or in the By-Laws.

5.06 DIRECTOR AND OFFICER LIABILITY: Neither the directors nor the officers of the Community Association shall be personally liable to the Owners or the Community Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors and officers except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Community Association shall indemnify and hold harmless each of the directors and officers, and his or her heirs, executors or administrators, against all contractual and other liabilities to the Owners, the Community Association or others arising out of contracts made by or other acts of the directors and officers on behalf of the Owners or the Community Association or arising out of their status as directors or officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other in which any such director may be involved by virtue of such person being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer.

5.07 MANAGING AGENT: An independent managing agent may be engaged by the Community Association to act as the managing agent for the Community Association and as managing agent shall be paid a reasonable fee for its services as fixed by a written agreement between the Community Association and managing agent. Any management agreement entered into by the Community Association prior to the Turnover Date shall have a term of not more

than two years and shall be terminable by the Community Association without payment of a termination fee on ninety (90) days written notice.

5.08 LITIGATION: No judicial or administrative proceedings shall be commenced or prosecuted by the Community Association without first holding a special meeting of the members and obtaining the affirmative vote of Voting Members representing at least seventy-five percent (75%) of the Dwelling Units to the commencement and prosecution of the proposed action. This Section shall not apply to (a) actions brought by the Community Association to enforce the provisions of this Declaration, the By-Laws or rules and regulations adopted by the Board (including, without limitation, an action to recover Charges or to foreclose a lien for unpaid Charges) or (b) counterclaims brought by the Community Association in proceedings instituted against it.

ARTICLE SIX
Assessments

6.01 PURPOSE OF ASSESSMENTS: The assessments levied by the Community Association shall be for the purpose of promoting the recreation, health, safety, and welfare of the Community Association, to administer the affairs of the Community Association, to pay the Community Expenses and accumulating reserves for any such expenses, and to collect funds from the Owners to be deposited into the Conservation Easement Area Escrow. For purposes hereof, (a) a Dwelling Unit owned by Declarant shall only be subject to assessment hereunder from and after the Turnover Date, and from and after such time as an occupancy certificate has been issued with respect to a Dwelling Unit constructed thereon and such Dwelling Unit has been conveyed to the first purchaser thereof, and (b) a Dwelling Unit which is being used as a model home and which is owned or sold and leased back by Declarant shall not be subject to assessment hereunder.

6.02 ASSESSMENT: Each year on or before December 1, the Board shall adopt and furnish each Owner with a budget for the ensuing calendar year, which shall show the following with reasonable explanations and itemizations:

(a) The estimated Community Expenses;

(b) The estimated amount, if any, to maintain adequate reserves for Community Expenses;

(c) The amount of the "Community Assessment" payable by the Owners of Dwelling Units, which is hereby defined as the amount determined in (a) above, plus the amount determined in (b) above; and

(d) That portion of the Community Assessment which shall be payable by the Owner of each Dwelling Unit which is subject to assessment hereunder each year until the next Community Assessment or revised Community Assessment becomes effective, which annual amount shall be equal to the Community Assessment, divided by the

number of Dwelling Units as shown on the Declarant's Development Plan, so that each Owner shall pay equal annual Community Assessments for each Dwelling Unit owned.

Anything herein to the contrary notwithstanding, the provisions of Section 6.09 shall apply with respect to Community Assessments payable with respect to the Initial Development Period (defined in Section 6.09)

6.03 CONSERVATION EASEMENT PAYMENT: Subject to the provisions of Section 3.03, each year on or before December 1, the Board shall furnish each Owner with a statement of the amount which, pursuant to the "Open Space Budget" provided for in the Open Space Management Agreement, shall be payable during the ensuing calendar year by each Owner (other than the Declarant) with respect to each Dwelling Unit owned by the Owner ("Conservation Easement Payment"). If the Open Space Budget is amended and, as a result, the Conservation Easement Payment changes, then the Board shall so notify each Owner with notice thereof and the changed Conservation Easement Payment shall become the effective date of the change. The Declarant shall not be required to pay Conservation Easement Payments with respect to any Dwelling Units owned by Declarant.

6.04 PAYMENT OF COMMUNITY ASSESSMENT AND CONSERVATION EASEMENT PAYMENTT: Each Owner of a Dwelling Unit which is subject to assessment shall pay to the Community Association, or as the Board may direct, that portion of the Community Assessment which is payable by each Owner of a Dwelling Unit under Section 6.02 or Section 6.09 and the Conservation Easement Payment provided for in Section 6.03, at such times as the Board shall determine from time to time. Without limiting the foregoing, with respect to the Dwelling Units which are subject to another declaration ("Neighborhood Declaration") which is administered by another association ("Sub Association"), to the extent provided for in the Neighborhood Declaration, the Board may request that the Sub Association collect the Community Assessment and Conservation Easement Payment from the Owners of such Dwelling Units on a monthly basis and remit the amounts so collected to the Community Association, as provided for in the Neighborhood Declaration. If however, the Board requests that a Sub Association collect Community Assessments and Conservation Easement Payments, as provided for in the preceding sentence, it may require Owners of Detached Homes to pay the Community Assessment and conservation Easement Payment in one payment per year, in advance at the beginning of the year.

6.05 REVISED ASSESSMENT: If the Community Assessment or proves inadequate for any reason (including nonpayment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Board may increase or decrease the assessment payable under Section 6.02 or Section 6.09 by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised assessment.

6.06 SPECIAL ASSESSMENT: The Board may levy a special assessment as provided in this Section (i) to pay (or build up reserves to pay) expenses other than Community Expenses incurred (or to be incurred) by the Community Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the

Community Area, Association Maintained ROW or any other property owned or maintained by the Community Association; or (ii) to cover an unanticipated deficit under the prior year's budget. Any special assessment shall be levied against all of Dwelling Units in using the procedure provided for in Section 6.02. No special assessment shall be adopted without the affirmative vote of Voting Members representing at least two-thirds (2/3) of the votes cast on the question. The Board shall serve notice of a special assessment on all Owners by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

6.07 CAPITAL RESERVE: The Community Association shall segregate and maintain special reserve accounts to be used solely for making capital expenditures in connection with the Community Area and Association Maintained ROW (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Community Area and Association Maintained ROW which are required to be maintained by the Community Association hereunder and periodic projections of the cost of anticipated major repairs or replacements to such property and the purchase of other property to be used by the Community Association in connection with its duties hereunder. The Capital Reserve may be built up by separate or special assessments or out of the Community Assessment as provided in the budget. Special accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to the Community Areas shall be held by the Community Association as agent and trustee for the Owners of Dwelling Units with respect to which the Capital Reserve is held and such accounts shall be deemed to have been funded by capital contributions to the Association by the Owners. The budgets which will be adopted from time to time by the Boards appointed by the Declarant prior to the Turnover Date shall include reserve buildups which the Board deems to be appropriate based on information available to the Board. Boards elected by the Owners after the Turnover Date may use different approaches from those used by Boards appointed by the Declarant for the buildup of reserves or may choose not to provide for the buildup of reserves for certain capital expenditures or deferred maintenance for repairs or replacements of the Community Areas. If the Board chooses not to provide for the buildup of reserves for a particular anticipated expenditure or if the buildup of reserves that the Board does provide for in its budgets does not result in sufficient funds to pay for the expenditure when the expenditure must be made, then (i) neither the Board nor any of its past or present members shall be liable to the Community Association or the Owners for failing to provide for sufficient reserves and (ii) the Board shall have the right and power to either levy a separate or special assessment to raise the funds to pay the expenditure or to borrow funds to pay the expenditure and repay the borrowed funds out of future Community Assessments, separate assessments or special assessments.

6.08 INITIAL CONTRIBUTION: Upon the closing of the first sale of a Dwelling Unit by the Declarant, the purchasing Owner shall pay to the Community Association an amount equal to twenty-five percent (25%) of the then current annual Community Assessment at the rate which shall become effective with respect to the Dwelling Unit as of the closing, which amount shall be held and used by the Community Association for its working capital needs, plus fifty

percent (50%) of the then current annual Conservation Easement Payment, which shall be deposited in the Conservation Easement Area Escrow.

6.09 ASSESSMENTS DURING INITIAL DEVELOPMENT PERIOD: Anything herein to the contrary notwithstanding, from the date of the Recording of this Declaration until the first meeting of the Voting Members after the Turnover Date (the "Initial Development Period"), the assessment procedure set forth in this Section shall apply.

(a) The Index. For purposes hereof: (i) The "Index" shall be the level of the most recently published Consumer Price Index, All Urban Consumers, U.S. City Average, All Items (1982-84 = 100) as published from time to time by the Bureau of Labor Statistics or if the Index shall cease being published, such other index or standard designated by the Declarant, in its discretion, as shall most nearly approximate the measurements theretofore made by the Index shall be used as the Index hereunder and the Index Base Level (hereinafter defined) shall be adjusted accordingly; (ii) the "Index Base Level" shall be 203; and (iii) the "Index Ratio" shall be a fraction, the numerator of which shall be the most recently published level of the Index and the denominator of which shall be the Index Base Level.

(b) Owner's Obligations. Each year or portion thereof during the Initial Development Period each Owner (other than the Declarant) shall pay as his Community Assessment with respect to each Dwelling Unit owned by the Owner, the amount designated from time to time by the Board, which amount, on an annualized basis, shall not be greater than one hundred fifty dollars ($150.00) multiplied by the Index Ratio. Payments shall be made periodically as determined by the Board from time to time, but not less frequently than once each year. Out of each such payment, the Association shall add that portion of the payment which is designated in the budget as a capital contribution under Section 6.07 to the Capital Reserve. The balance of each such payment shall be used by the Association to pay the Community Expenses.

(c) Declarant's Obligation. During the Initial Development Period the Declarant shall not be obligated to pay any amounts to the Association as a Community Assessment except as provided in this Subsection. The Declarant shall pay to the Association the aggregate excess, if any, of the Community Expenses incurred and paid during the Initial Development Period over the aggregate amounts assessed to the Owners (other than Declarant) for use by the Association for the payment of Community Expenses under Subsection (b) during the Initial Development Period, plus amounts paid by Owners to the Association under Section 6.08(i). The Declarant shall not be responsible for the payment of any amounts to the Capital Reserve during the Initial Development Period. The Declarant shall make such payments to the Association as needed during such period and a final accounting shall be made between Declarant and the Association within 180 days after the end of the Initial Development Period.

6.10 LIEN RIGHTS: Assessments levied by the Community Association and Conservation Easement Payments shall be collected from each Owner by the Community Association and shall be a lien on the Owner's Dwelling Unit and also shall be the personal

obligation of the Owner in favor of the Community Association, all as more fully set forth in Article Seven.

ARTICLE SEVEN
Collection of Charges and Remedies for Breach or Violation

7.01 CREATION OF LIEN AND PERSONAL OBLIGATION: The Declarant hereby covenants, and each Owner of a Dwelling Unit by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed or other conveyance), shall be and is deemed to covenant and hereby agrees to pay to the Community Association all Charges made with respect to the Owner on the Owner's Dwelling Unit. Each Charge, together with interest thereon and reasonable costs of collection, if any, as hereinafter provided, shall be a continuing lien upon the Dwelling Unit against which such Charge is made and also shall be the personal obligation of the Owner of the Dwelling Unit at the time when the Charge becomes due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Community Association.

7.02 COLLECTION OF CHARGES: The Community Association shall collect from each Owner all Charges payable by such Owner under this Community Declaration.

7.03 NON-PAYMENT OF CHARGES: Any Charge which is not paid to the Community Association when due shall be deemed delinquent. Any Charge which is delinquent for thirty (30) days or more shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, from the due date to the date when paid. The Community Association may (i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), and (ii) enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Board may add a reasonable late fee to any installment of an assessment which is not paid within thirty (30) days of its due date. No Owner may waive or otherwise escape personal liability for the Charges hereunder by nonuse of the Community Area or by abandonment or transfer of his Dwelling Unit.

7.04 LIEN FOR CHARGES SUBORDINATED TO MORTGAGES: The lien for Charges, provided for in Section 7.01, shall be subordinate to the First Mortgagee's mortgage on the Dwelling Unit which was Recorded prior to the date that any such Charge became due. Except as hereinafter provided, the lien for Charges, provided for in Section 7.01, shall not be affected by any sale or transfer of a Dwelling Unit. Where title to a Dwelling Unit is transferred pursuant to a decree of foreclosure of the First Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the First Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid Charges which became due prior to the date of the transfer of title. However, the transferee of the Dwelling Unit shall be personally liable for his share of the Charges with respect to which a lien against his Dwelling Unit has been extinguished pursuant to the preceding sentence where such Charges are reallocated among all the Owners pursuant to a subsequently adopted annual or revised Community Assessment or special assessment, and non-payment thereof shall result in a lien against the transferee's Dwelling Unit, as provided in this Article.

7.05 SELF-HELP BY BOARD: In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of this Community Declaration, the By-Laws, or rules or regulations of the Board, where such violation or breach may be cured or abated by affirmative action, then the Board, upon not less than ten (10) days' prior written notice to the Owner, shall have the right to enter upon that part of the Premises where the violation or breach exists to remove or rectify the violation or breach.

7.06 OTHER REMEDIES OF THE BOARD: In addition to or in conjunction with the remedies set forth above, to enforce any of the provisions contained in this Community Declaration or any rules and regulations adopted hereunder the Board may levy a fine or the Board may bring an action at law or in equity by the Community Association against any person or persons violating or attempting to violate any such provision, either to restrain such violation, require performance thereof, to recover sums due or payable or to recover damages or fines, and against the land to enforce any lien created hereunder; and failure by the Community Association or any Owner to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.

7.07 COSTS AND EXPENSES: All costs and expenses incurred by the Board in connection with any action, proceedings or self-help in connection with exercise of its rights and remedies under this Article, including, without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, until paid, shall be charged to and assessed against the defaulting Owner, and the Community Association shall have a lien for all the same, upon his Dwelling Unit as provided in Section 7.01.

7.08 ENFORCEMENT BY OWNERS: Enforcement of the provisions contained in this Community Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Dwelling Unit to enforce any lien created hereunder.

7.08 ENFORCEMENT BY TLC: TLC is hereby granted the right, but shall not be obligated, to enforce covenants and restrictions provided for in Exhibit C hereto. If the Community Association or one or more Owners fail to comply with any restrictions set forth in Exhibit C, TLC shall have the right (but shall not be obligated) to give notice to the Association or the offending Owner or Owners of its, his or their violation thereof. If such notice is given and the Association or the offending Owner or Owners do not correct or cure the violation to the satisfaction of the TLC within fifteen (15) days after the giving of such notice, the TLC may (but shall not be obligated to) enter upon the Premises and perform any and all work which it deems necessary and appropriate, either directly or through contractors engaged by the TLC. The Association or the offending Owner or Owners shall, upon demand, reimburse the TLC for the reasonable cost of such work, including reasonably attorney's fees, and if payment is not made within sixty (60) days after demand, then the amount due shall become a lien on the Dwelling Unit owned by the offending Owner or Owners or, in the case of the Association, the property of

the Association; provided, however, that such lien shall be subordinate to the lien of any first mortgage on a Dwelling Unit recorded prior to the date on which any such cost become a lien against the Dwelling Unit as provided above.

ARTICLE EIGHT
Restrictions

8.01 INDUSTRY/SIGNS: No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Community Area nor shall any "For Sale" or "For Rent" signs or any other advertising be maintained or permitted on any part of the Community Area, except as permitted by the Board or as permitted under Article Nine.

8.02 UNSIGHTLY USES: No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of a Detached Home Lot or the Community Area; except, that laundry may be hung in the back yard of a Detached Home Lot. The Premises shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish shall be deposited in such areas and such receptacles as shall be designated by the Board.

8.03 RESIDENTIAL USE ONLY:

(a) Except as provided in Article Nine or in subsections (b) and (c) of this Section, each Detached Home shall be used only as a residence and no industrial business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Premises.

(b) No Resident shall be precluded with respect to his Detached Home, from (i) maintaining a personal professional library, (ii) keeping his personal business records or accounts therein, or (iii) handling his personal business or professional calls or correspondence therefrom.

(c) To the extent permitted under applicable laws and ordinances, a Resident may conduct an in-home business in a Detached Home.

8.04 PARKING: Unless expressly permitted by the Board, no boats, trucks which exceed a "B" license plate classification, recreational vehicles, trailers or other similar vehicles shall be parked or stored on a Detached Home Lot outside of the garage on the Detached Home Lot for more than twenty-four (24) hours at a time.

8.05 OBSTRUCTIONS: Except as permitted under Section 9.03 there shall be no obstruction of the Community Area or Conservation Easement Area and nothing shall be installed, planted, constructed, stored or left on the Community Area or Conservation Easement Area including, without limitation, fences, play sets, gardens, vehicles, or other items of personal property without the prior approval of the Board, which approval may be withheld for any reason or no reason whatsoever.

8.06 PETS: No animal of any kind shall be raised, bred or kept in the Community Area. The Board may from time to time adopt rules and regulations governing the (a) keeping of pets in a Detached Home, which may include prohibiting certain species of pets from being kept in a Detached Home and (b) use of the Community Area by pets, including, without limitation, rules and regulations which set aside certain portions of the Community Area as a "dog run" or which require an Owner to clean up after his pet. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Premises upon three (3) days written notice from the Board to the Owner of the Detached Home containing such pet and the decision of the Board shall be final.

8.07 NO NUISANCE: No noxious or offensive activity shall be carried on in the Community Area nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Residents.

8.08 FENCES: There shall be no fences constructed or installed on any Detached Home Lot other than (i) fences installed by Declarant or the Community Association on the Community Area or (ii) fences installed by an Owner upon the Owner's Detached Home Lot; provided, however, that all such fences installed by an Owner shall (x) be located on the Owner's Detached Home Lot in conformance with applicable standards and restrictions as provided under ordinances of the Municipality, including, without limitation, requirements specifically relating to corner Detached Home Lots; (y) meet the design standards and specifications attached hereto on Exhibit E; and (z) not be installed in the front yard of any Detached Home Lot, including both sides of the front yard of any corner Detached Home Lot.

8.09 MAILBOXES: The mailbox on each Detached Home Lot shall be of such style, size, material and color as shall be prescribed from time to time by the Board. Mailboxes will be provided by the Declarant prior to the closing on each Detached Home Lot. Each Owner shall be responsible for maintaining the mailbox on the Owner's Detached Home Lot.

8.10 PORTABLE AIR CONDITIONING UNITS: Portable air conditioning units are not permitted in the front elevation of a Detached Home.

8.11 ANTENNA/SATELLITE DISH: Subject to applicable federal, state or local laws, ordinances or regulations, no communication device, antenna, receiving dish or similar device shall be installed on the exterior of a Detached Home. However, a satellite dish of not more than eighteen inches (18") in diameter may be installed on the exterior of the Detached Home, provided that it is not installed on the front elevation of the Detached Home or on the front elevation of the roof of the Detached Home.

8.12 EXTERIOR LIGHTING: No exterior lighting on any Detached Home Lot shall have wattage of over 100 watts, and shall not shine directly onto any Conservancy Easement Area.

8.13 CONSERVATION EASEMENT AREA: The use of the Conservation Easement Areas shall at all times be subject to the restrictions set forth in Exhibit C hereto, as Exhibit C may be amended by a written agreement executed by TLC and the Community Association from

time to time and in the Grant of Conservation Easement recorded with respect to such Conservation Easement Area.

ARTICLE NINE
Declarant's Reserved Rights and
Special Provisions Covering Development Period

9.01 IN GENERAL: In addition to any rights or powers reserved to the Declarant under the provisions of this Community Declaration or the By-Laws, the Declarant shall have the rights and powers set forth in this Article. Anything in this Community Declaration or the By-Laws to the contrary notwithstanding, the provisions set forth in this Article shall govern. If not sooner terminated as provided in this Article, the provisions of this Article shall terminate and be of no further force and effect from and after such time as Declarant is no longer vested with or controls title to any portion of the Development Area.

9.02 PROMOTION OF PROJECT: The Declarant shall have the right and power, within its sole discretion, to (i) construct such temporary or permanent improvements, or to do such acts or other things in, on, or to the Premises as the Declarant may, from time to time, determine to be necessary or advisable, (ii) construct and maintain model homes, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Declarant may deem advisable and to use such model homes (including model homes which are sold by and leased back to the Declarant), sales or leasing offices or other facilities for the purpose of selling or leasing Dwelling Units on the Premises or at other properties in the general location of the Premises which are being offered for sale by the Declarant or any of its affiliates, without the payment of any fee or charge whatsoever to the Association. Declarant, its agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the Community Area, at any and all reasonable times without fee or charge. The Declarant shall have the right and power to lease any Dwelling Unit owned by it to any person or entity which it deems appropriate in its sole discretion.

9.03 CONSTRUCTION ON PREMISES: In connection with the construction of improvements to any part of the Premises, the Declarant, its agents and contractors, shall have the right, at the Declarant's own expense, (but shall not be obligated) to make such alterations, additions or improvements to any part of the Premises including, without limitation, the construction, reconstruction or alteration of any temporary or permanent improvements to any structure which shall contain Dwelling Units, the Community Area and Association Maintained ROW, Conservation Easement Areas and public utility easements which the Declarant deems, in its sole discretion, to be necessary or advisable, and the landscaping, sodding or planting and replanting of any unimproved portions of the Premises and Association Maintained ROW. In connection with the rights provided in the preceding sentence, the Declarant, its agents and contractors, shall have the right of ingress, egress and parking on the Premises and the right to store construction equipment and materials on the Premises without the payment of any fee or charge whatsoever.

9.04 GRANT OF EASEMENTS AND DEDICATIONS: Declarant shall have the right to dedicate portions of the Premises to the County, the Municipality or any other governmental authority which has jurisdiction over such portions. Declarant shall also have the right to reserve or grant easements over the Premises to any governmental authority, public utility or private utility for the installation and maintenance of electrical and telephone conduit and lines, gas, sewer or water lines, or any other utility services serving any Dwelling Unit.

9.05 DECLARANT CONTROL OF COMMUNITY ASSOCIATION: The first and all subsequent Boards shall consist solely of three (3) persons from time to time designated by the Declarant, which persons may, but need not, be members under Section 5.02. Declarant's rights under this Section to designate the members of the Board shall terminate on the first to occur of (i) such time as Declarant no longer holds or controls title to any part of the Development Area, (ii) the giving of written notice by Declarant to the Community Association of Declarant's election to terminate such rights, or (iii) fifteen (15) years from the date of Recording hereof. The date on which the Declarant's rights under this Section shall terminate shall be referred to as the "Turnover Date". From and after the Turnover Date, the Board shall be constituted and elected as provided in the By-Laws. Prior to the Turnover Date all of the voting rights at each meeting of the Owners shall be vested exclusively in the Declarant and the Owners shall have no voting rights.

9.06 OTHER RIGHTS: The Declarant shall have the right and power to execute all documents and do all other acts and things affecting the Premises which, in Declarant's opinion, are necessary or desirable in connection with the rights of Declarant under this Community Declaration.

ARTICLE TEN
Amendment

10.01 SPECIAL AMENDMENTS: Anything herein to the contrary notwithstanding, Declarant reserves the right and power to Record a special amendment ("Special Amendment") to this Community Declaration at any time and from time to time which amends this Community Declaration and any Exhibit thereto (i) to comply with requirements of Fannie Mae, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Dwelling Units, (iii) to correct errors, omissions, ambiguities or inconsistencies in the Community Declaration or any Exhibit, (iv) to bring the Community Declaration into compliance with applicable laws, ordinances or governmental regulations, (v) to amend Exhibit A to include additional real estate, (vi) to amend Exhibit B to add newly created Condominium Units to Section II of Exhibit B to reflect the recording of a condominium declaration or a supplement to a condominium declaration, (vii) to reflect changes in the agreement between the Declarant and TLC, (viii) to attach the Maintenance Standards for Conservation Easement Areas as Exhibit D hereto, and (ix) to amend Section 1.25 to reflect the date of the Open Space Management Agreement. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to

make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to make, execute and Record Special Amendments. The right and power to make Special Amendments hereunder shall terminate at such time as (i) the Development has been fully developed and improved per Declarant's Development Plan, and (ii) five (5) years after Declarant no longer holds or controls title to any portion of the Development Area.

10.02 AMENDMENT: Subject to Section 10.01 and Article Twelve, the provisions of this Community Declaration may be amended, abolished, modified, enlarged, or otherwise changed in whole or in part by the affirmative vote of Voting Members representing at least seventy-five percent of the total votes or by an instrument executed by Owners of at least seventy-five Percent (75%) of the Dwelling Units; except, that (i) the provisions of this Section 10.02 may be amended only by an instrument executed by all of the Owners and all First Mortgagees, (ii) Article Nine, and any other provisions relating to the rights of Declarant may be amended only with the written consent of the Declarant, and (iii) Exhibit C may only be amended with the written consent of TLC. No amendment which removes Premises from the provisions of this Community Declaration shall be effective if as a result of such removal, an Owner of a Dwelling Unit shall no longer have the legal access to a public way from his Dwelling Unit. No amendment which affects the rights of TLC shall be effective unless TLC has given its prior written consent thereto. No amendment shall become effective until properly Recorded.

ARTICLE ELEVEN
First Mortgagees Rights

11.01 NOTICE TO FIRST MORTGAGEES: Upon the specific, written request of First Mortgagee or the insurer or guarantor of a First Mortgagee's mortgage, such party shall receive some or all of the following:

(a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Community Declaration by the Community Association to the Owner of the Dwelling Unit covered by the First Mortgagee's mortgage;

(b) Any audited or unaudited financial statements of the Community Association which are prepared for the Community Association and distributed to the Owners; provided, that, if an audited statement is not available, then upon the written request of the holder, insurer or guarantor of a Mortgage, the Community Association shall permit such party to have an audited statement for the preceding fiscal year of the Community Association prepared at such party's expense;

(c) Copies of notices of meetings of the Owners;

(d) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Community Area.

(e) Notice of any default by the Owner of the Dwelling Unit which is subject to the First Mortgagee's mortgage under this Community Declaration, the By-Laws or the rules and regulations of the Community Association which is not cured within thirty (30) days of the date of the default;

(f) The right to examine the books and records of the Community Association at any reasonable times; and

(g) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Community Association.

The request of any such party shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Community Association.

11.02 INSURANCE PROCEEDS/CONDEMNATION AWARDS: In the event of (i) any distribution of any insurance proceeds hereunder as a result of damage to, or destruction of, any part of the Community Area or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Community Area or Conservation Easement Area, any such distribution shall be made to the Owners and their respective First Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the First Mortgagee of a Dwelling Unit with respect to any such distribution to or with respect to such Dwelling Unit; provided, that, nothing in this Section shall be construed to deny to the Community Association the right (i) to apply insurance proceeds to repair or replace damaged Community Area or (ii) to apply proceeds of any award or settlement as a result of eminent domain proceedings as provided in Article Four.

ARTICLE TWELVE
Annexing Additional Property

12.01 IN GENERAL: Declarant reserves the right at any time and from time to time prior to fifteen (15) years from the date of Recording of this Community Declaration to annex, add and subject additional portions of the Development Area to the provisions of this Community Declaration as additional Premises by recording a supplement to this Community Declaration (a "Supplemental Declaration"), as hereinafter provided. Any portion of the Premises which is subjected to this Community Declaration by a Supplemental Declaration shall be referred to as "Added Premises"; any portion of any Added Premises which is made part of the Community Area shall be referred to as "Added Community Area"; any Dwelling Units contained in the Added Premises shall be referred to as "Added Dwelling Units". After the expiration of said fifteen (15) year period, Declarant may exercise the rights described herein to annex, add and subject additional portions of the Premises to the provisions of this Community Declaration, provided that the consent the Owners (by number) of two-thirds (2/3) of all Dwelling Units then subject to this Community Declaration is first obtained.

12.02 POWER TO AMEND: Declarant hereby reserves the right and power to Record a Supplemental Declaration, at any time and from time to time as provided in Section 12.01, which amends or supplements Exhibit B. Exhibit B may only be amended or supplemented pursuant to this Article to add portions of the Development Area to Exhibit B, identify Added Dwelling Units and shall not be amended to reduce or remove any real estate which is described in Exhibit B immediately prior to the Recording of such Supplemental Declaration. A Supplemental Declaration may contain such additional provisions affecting the use of the Added Premises or the rights and obligations of owners of any part or parts of the Added Premises as the Declarant deems necessary or appropriate.

12.03 EFFECT OF SUPPLEMENTAL DECLARATION: Upon the Recording of a Supplemental Declaration by Declarant which annexes and subjects Added Premises, Added Community Area, Added Conservation Easement Area, or Added Dwelling Units to this Community Declaration, as provided in this Article, then:

(a) The easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges set forth and described herein shall run with and bind the Added Premises and inure to the benefit of and be binding on any Person having at any time any interest or estate in the Added Premises in the same manner, to the same extent and with the same force and effect that this Community Declaration applies to the Premises, and Persons having an interest or estate in the Premises, subjected to this Community Declaration prior to the date of the Recording of the Supplemental Declaration;

(b) Every Owner of an Added Dwelling Unit shall be a member of the Community Association on the same terms and subject to the same qualifications and limitations as those members who are Owners of Dwelling Units immediately prior to the Recording of such Supplemental Declaration;

(c) In all other respects, all of the provisions of this Community Declaration shall include and apply to the Added Premises made subject to this Community Declaration by any such Supplemental Declaration and the Owners, mortgagees, and lessees thereof, with equal meaning and of like force and effect and the same as if such Added Premises were subjected to this Community Declaration at the time of the Recording hereof;

(d) The Recording of each Supplemental Declaration shall not alter the amount of the lien for any Charges made to a Dwelling Unit or its Owner prior to such Recording;

(e) The Declarant shall have and enjoy with respect to the Added Premises all rights, powers and easements reserved by the Declarant in this Community Declaration, plus any additional rights, powers and easements set forth in the Supplemental Declaration; and

(f) Each Owner of an Added Dwelling Unit which is subject to assessment hereunder shall be responsible for the payment of the Community Assessment pursuant to Section 6.02 or Section 6.09, but shall not be responsible for the payment of any special

assessment which was levied prior to the time that the Added Dwelling Unit became subject to assessment hereunder.

ARTICLE THIRTEEN
Miscellaneous

13.01 NOTICES: Except as otherwise provided under Section 13.04, any notice required to be sent to any Owner under the provisions of this Community Declaration or the By-Laws shall be deemed to have been properly sent if (i) mailed, postage prepared, to his or its last known address as it appears on the records of the Community Association at the time of such mailing, (ii) transmitted by facsimile or e-mail to his or its facsimile number or e-mail address as either appears on the records of the Community Association at the time of such transmittal, or (iii) when personally delivered to his or its Dwelling Unit. The date of mailing, or the date of transmission if the notice is sent by facsimile or e-mail, shall be deemed the date of service.

13.02 CAPTIONS: The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Community Declaration. In the event of any conflict between statements made in recitals to this Community Declaration and the provisions contained in the body of this Community Declaration, the provisions in the body of this Community Declaration shall govern.

13.03 SEVERABILITY: Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions, or reservations, by legislation, judgment or court order shall in no way affect any other provisions of this Community Declaration which shall, and all other provisions, remain in full force and effect.

13.04 PERPETUITIES AND OTHER INVALIDITY: If any of the options, privileges, covenants or rights created by this Community Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of George H.W. Bush, the former President of the United States.

13.05 ASSIGNMENT BY DECLARANT: Except as otherwise provided herein, all rights which are specified in this Community Declaration to be rights of the Declarant are mortgageable, pledgeable, assignable or transferable. Any successor to, or assignee of, the rights of the Declarant hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of Declarant hereunder as fully as if named as such party herein. No such successor assignee of the rights of Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

13.06 TITLE HOLDING LAND TRUST: In the event title to any Dwelling Unit is conveyed to a title holding trust, under the terms of which all powers of management, operation

and control of the Dwelling Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all Charges and for the performance of all agreements, covenants and undertakings chargeable or created under this Community Declaration against such Dwelling Unit. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Dwelling Unit and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Dwelling Unit.

13.07 WAIVER OF IMPLIED WARRANTY OF HABITABILITY: Illinois courts have held that every contract for the construction of a new home in Illinois carries with it a warranty that when completed, the home will be free of defects and will be fit for its intended use as a home. The courts have also held that this "Implied Warranty of Habitability" does not have to be in writing to be a part of the contract and that it covers not only structural and mechanical defects such as may be found in the foundation, roof, masonry, heating, electrical and plumbing, but it also covers any defect in workmanship which may not easily be seen by the buyer. However, the courts have also held that a seller-builder and buyer may agree in writing that the Implied Warranty of Habitability is not included as a part of their particular contract. Each buyer of a Dwelling Unit from Declarant agreed in the purchase contract that the Declarant has excluded and disclaimed the Implied Warranty of Habitability and all other implied warranties, whether created judicially, statutorily or by common law, including the implied warranty of fitness for a particular purpose. Such exclusion and disclaimer shall apply to and bind any subsequent Owner of a Dwelling Unit and, accordingly, no Owner of a Dwelling Unit shall have any right to assert a claim against Declarant for a breach of the Implied Warranty of Habitability or any other implied warranty.

Dated: October 12, 2006

DECLARANT:

APPLE CREEK ESTATES, LLC, an Illinois limited liability company

By: The Kirk Corporation, an Illinois corporation, its sole member

By: _____
John P. Carroll, President

06-50-1902

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John P. Carroll, President of The Kirk Corporation, an Illinois corporation, the sole member of Apple Creek Estates, LLC, an Illinois limited liability corporation ("Company") personally known to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act, and as the free and voluntary act of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 12 day of October, 2006.

OFFICIAL SEAL
ROBERT J BRENNAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 11-15-06

Notary Public

06-50-1903

CONSENT OF MORTGAGEE

JPMorgan Chase Bank, N.A., successor by merger to BANK ONE, NA, as holder of a mortgage dated December 23, 2003, and recorded in the Office of the Recorder of Deeds for McHenry County, Illinois on December 30, 2002, as Document No. R2002R125048, as amended from time to time, with respect to the Premises, hereby consents to the recording of the Community Declaration to which this Consent is attached and agrees that its mortgage shall be subject to the terms of the Community Declaration.

Dated: October 12, 2006

JPMORGAN CHASE BANK, N.A., successor by merger to BANK ONE, NA,

By: Maria T. Olliges
Its Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

The undersigned, a Notary Public in and for said County and State, do hereby certify that Maria Olliges of JPMORGAN CHASE BANK, N.A., successor by merger to BANK ONE, NA (the "Mortgagee"), appeared before me this day in person and acknowledged that [he][she] signed, sealed and delivered said instrument as [his][her] free and voluntary act, and as the free and voluntary act of Mortgagee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12th day of October, 2006.

Stephanye J. Barnes
Notary Public

"OFFICIAL SEAL"
Stephanye J. Barnes
Notary Public, State of Illinois
My Commission Expires March 3, 2010

{05919: 177: 00166808.DOC :8 }

06-50-1904

List of Exhibits

A. Development Area

B. Premises

C. Form of Conservation Easement

D. Maintenance Standards for Conservation Easement Areas

E. Fence Design Standards and Specifications

EXHIBIT A TO
COMMUNITY DECLARATION FOR APPLE CREEK ESTATES

The Development Area

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, THE NORTHWEST QUARTER OF SECTION 20, THE WEST 1/2 OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21 (EXCEPT THE NORTH 160 FEET OF THE WEST 347.3 FEET THEREOF), AND THE SOUTH HALF OF SECTION 20 (EXCEPT THE WEST 350 FEET OF EQUAL WIDTH OFF THE SOUTHWEST QUARTER OF SAID SECTION 20 LYING SOUTHERLY OF THE CENTER OF LUCAS ROAD), ALL IN TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS.

EXHIBIT B TO
COMMUNITY DECLARATION FOR APPLE CREEK ESTATES

The Premises

I. THE PREMISES

A. Lots 516 through 554, both inclusive, Lots 640 through 655, both inclusive, Lots 658 through 674, both inclusive, Lots 678 through 689, both inclusive, Lots 708 through 746, both inclusive, Outlot N, Outlot AL, Outlot AM, Outlot AN, Outlot AO, Outlot AP and Outlot H1, in Apple Creek Estates Phase 1A, being a subdivision of Parts of the Southeast Quarter of the Southwest Quarter of Section 17 and the Northwest Quarter of Section 20, all in Township 44 North, Range 7 East of the Third Principal Meridian, in McHenry County, Illinois, pursuant to the plat thereof recorded in McHenry County, Illinois as Document No. 2006R0027792 ("Apple Creek Estates Phase 1A Subdivision")

II. DWELLING UNITS

A. DETACHED HOME LOTS

Lots 516 through 554, both inclusive, Lots 640 through 655, both inclusive, Lots 658 through 674, both inclusive, Lots 678 through 689, both inclusive, Lots 708 through 746, both inclusive, in Apple Creek Estates Phase 1A Subdivision.

B. CONDOMINIUM UNITS

None at this time.

III. COMMUNITY AREA

Outlot AL, Outlot AM, Outlot AN, Outlot AO and Outlot AP, in Apple Creek Estates Phase 1A Subdivision and bike paths, if any, located on Conservation Easement Area (described below).

IV. CONSERVATION EASEMENT AREA

Outlot N and Outlot H1 in Apple Creek Estates Phase 1A Subdivision, excluding bike paths, if any, located on any such Outlots.

V. ASSOCIATION MAINTAINED ROW

None at this time.

PINs: 13-20-100-001, 13-20-100-003, 13-17-300-004

ADDRESS: Various addresses on Bloomfield Drive, Braeburn Court, Braeburn Way, Fieldstone Drive, Glacier Drive, Hercules Road, Jonathon Lane, Springwood Drive, all in Woodstock, Illinois.

EXHIBIT C TO
COMMUNITY DECLARATION FOR APPLE CREEK ESTATES

Form of Conservation Easement

[See attached]

GRANT OF CONSERVATION EASEMENT

This Grant of Conservation Easement is made this _____ day of _____, 2006, by APPLE CREEK COMMUNITY ASSOCIATION, an Illinois not for profit corporation ("Grantor") whose address is _____ in favor of THE LAND CONSERVANCY OF McHENRY COUNTY ("Grantee"), an Illinois not-for-profit corporation having an address at PO Box 352, Woodstock IL 60098.

WHEREAS, Grantor is the sole owner in fee simple of certain real property in McHenry County, Illinois, including _____ acres, 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 McHenry County and the people of the State of Illinois; and

WHEREAS, the Property consists of wetlands, wetland buffers, portions of Apple Creek and restored areas; and

WHEREAS, the specific conservation values of the Property as it will be restored pursuant to U.S. Army Corps of Engineers permit no. LRC-2004-12981 ("Permit") and that certain Wetland Mitigation Plan Summary and Management and Monitoring Plan, revised June 19, 2006 (the "Plan") are intended to serve as an objective baseline for monitoring compliance with the terms hereof;

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;

WHEREAS, Grantor, Grantee and Apple Creek Estates, LLC, an Illinois limited liability company ("Developer") are parties to that certain Open Space Management Agreement, Re:

Apple Creek dated _____, 2006, as amended from time to time ("Management Agreement") which, among other things, provides for the maintenance of the Property by TLC and the funding of the cost thereof.

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 McHenry County, Illinois will be preserved to the extent reasonably feasible in a condition consistent with the Plan and the Permit.

2. Rights and Duties of the Grantee. To accomplish the purpose of this Easement, Grantee shall, upon the assumption of the maintenance and monitoring obligation for any portion of the Property, have the following rights and obligations with respect to any such portion of the Property:

(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. Acceptable notice may be in the form of a posted notice placed in the subdivision mail houses;

(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 comply with the terms of this Easement, 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 and to provide such other maintenance, to the extent necessary to comply with the terms of this Easement and the Management Agreement. The reasonable cost of

such restoration activity permitted under this paragraph shall be paid by Grantor as provided for in the Management Agreement. Grantor's approval for entry upon the Property shall not be unreasonably withheld.

2.1. Acts Beyond Control of Grantee. Neither Grantor nor Grantee shall be held responsible for injury to or change in the Property resulting from causes beyond their control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor or Grantee 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. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, subject as provided in the last paragraph of this Section 3 or unless expressly permitted in Section 5, the following activities on and uses of the Property are prohibited:

(a) The placement or construction of any buildings, whatsoever, other structures or improvements of any kind, (including, without limitation, above ground utility lines and related facilities, lighting fixtures of any kind, sheds, fences, 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, that nothing contained herein shall prohibit Grantor from installing a viewing site and outdoor seating facility along with a plaque or other historical signage;

(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 necessary or appropriate 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) Hunting, trapping, or 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 operation of snowmobiles, motorcycles, all-terrain vehicles, automobiles, or any other type of motorized or non-motorized vehicle (except for vehicles used only in connection with maintenance activities permitted hereunder) or the creation of any tracks or trails by such vehicles;

(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 spot lights located off the Property but directly focused on the Property; and

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

Anything herein to the contrary notwithstanding, relative to any portion or portions of the Property with respect to which mitigation has not yet been completed, the performance standards under the Permit have not yet been satisfied, or the maintenance and monitoring period has not yet expired, Developer shall have the right to come upon such portion or portions of the Property and perform such work as it deems necessary or appropriate in order to construct subdivision improvements or to complete the work required under the Permit or the Plan and the prohibitions provided for in this Section shall not apply to any action of, or work done by, Developer with respect to such portion or portions.

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 their 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.

6. Remedies.

(a) If at any time, in the reasonable judgment of the Grantor, Grantee is not satisfactorily performing its obligations under this Agreement, the Grantor shall notify Grantee in writing with reasonable detail as to the deficiencies. Grantee shall then have 30 days in which to cure such deficiencies or, if such deficiencies are not capable of cure within 30 days, to commence the cure and diligently proceed to complete the cure. If Grantee does not cure the deficiencies or commence to diligently pursue the cure of the deficiencies within 30 days, then the Grantor shall have the right to remedy the deficiencies. In such case, the Grantor shall have the right to deliver a request for disbursement to the escrowee and cause the disbursement of funds to pay or reimburse the Grantor for any expenses incurred to effectuate the cure.

(b) Grantor's 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 either (i) institute a suit for injunctive relief or specific performance or (ii) cure the failure and seek payment or reimbursement for the cost of the cure from funds in the escrow account. Except as provided in Paragraph 7 below, 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. In the event of a default hereunder, any costs incurred by a party in enforcing the terms of this Easement against the other party, including without limitation, costs of suit and attorney's fees, and any costs of restoration necessitated by the other party's violation of the terms of this Easement, shall be borne by the defaulting party.

8. Escrow Account. In order to pay the cost of maintaining the Property or to enforce the provisions of this Grant of Conservation Easement, Grantor will deposit funds in an escrow account as provided for in the Management Agreement and such funds shall be disbursed from escrow to pay such costs as more fully provided for in the Management Agreement.

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.*).

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.

15. Indemnity. Each party, and their respective successors in interest ("Indemnifying Party"), shall hold harmless, indemnify, and defend the other party and its members, directors, officers, employees, agents, and contractors, and the heirs, personal representatives, successors, and assigns of each of them from and against all liabilities, penalties, cost, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with acts or omissions of the Indemnifying Party.

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)(l) 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.

17. Extinguishment. If circumstances arise in the future which render the purpose of the Easement impossible or impractical 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. Upon such extinguishment, Grantee shall be entitled, after the satisfaction of prior claims, to its share of the proceeds from any sale, exchange, financing, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, equal to the value of the Easement unless state law then provides that the Grantor is entitled to the full proceeds from such conversion without regard to the terms of this Easement. The value of the Easement shall be determined in accordance with paragraph 16 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 not resulting in any net loss of land protected by this easement shall not be deemed to constitute extinguishments.

18. Proceeds. This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of this paragraph 18, 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. At the election of either party, the parties agree to execute an amendment to this Easement in recordable form establishing the fraction determined pursuant to this paragraph.

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 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 that this Easement is intended to advance shall continue to be carried out and that its terms and provisions shall be 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. Upon the request of Grantee, Grantor shall provide a valid certificate of liability Insurance or policy of liability insurance naming Grantee as an additional insured. Grantee shall cause any contractors which will do work on the Property to furnish Grantor with a valid certificate of liability insurance naming Grantor and Grantee as additional insured prior to commencing work. [Add limits?]

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 (including delivery by commercial overnight delivery service) or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: *(address)*

To Grantee: PO Box 352
Woodstock, IL 60098

or to such other address as either party from time to time shall designate by written notice to the other. Notice shall be deemed given when received.

25. Amendment/Additional Property. 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 McHenry County, Illinois. Without limiting the foregoing, Grantor shall have the right and power to unilaterally amend this Grant of Conservation Easement for the sole purpose of amending Exhibit A to add thereto as additional Property portions of the Apple Creek Development which are intended to be Conservation Easement Area under the Permit, the Plan or the Management Agreement.

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 1986, 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 20 of this Easement, then this Easement and any associated escrow 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 this Easement and the endowment shall be assigned to a qualifying organization by 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 McHenry County, Illinois and may re-record it at any time as may be required to preserve its rights in this Easement or this instrument may be incorporated as part of, or as an exhibit to, a declaration recorded with respect to the Property and other real estate.

28. 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 and the Management Agreement set 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.

(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) 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.

(i) 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.

29. Management. Grantee shall manage the Property in accordance with the Management Agreement.

30. 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:

APPLE CREEK COMMUNITY ASSOCIATION

By: _____

GRANTEE:

THE LAND CONSERVANCY OF McHENRY COUNTY

By: _____

Its: President

Attest: _____

Its: Secretary

Exhibits

A. Legal Description of Property
B. Management Plan

EXHIBIT D TO
COMMUNITY DECLARATION FOR APPLE CREEK ESTATES

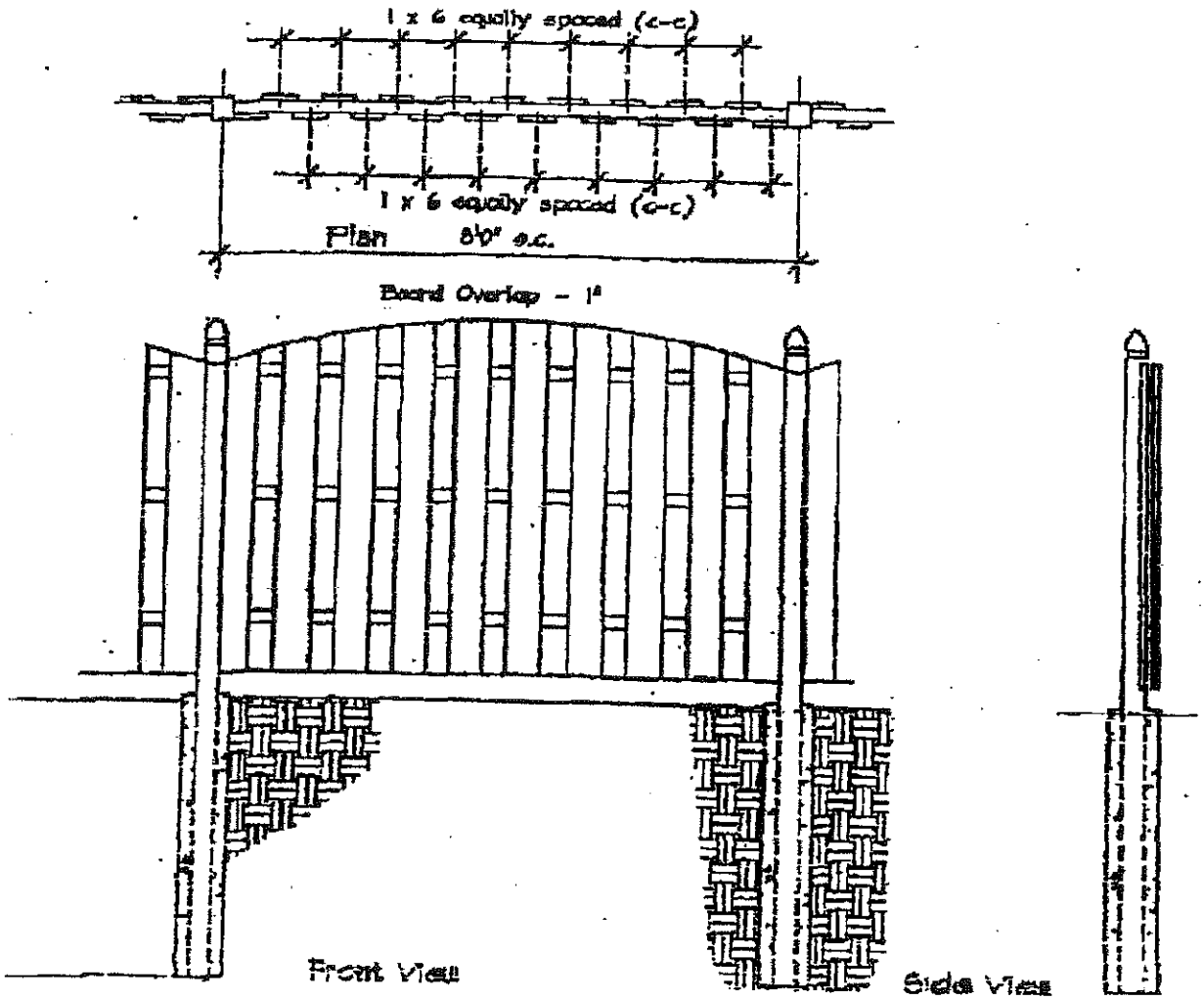
Maintenance Standards for Conservation Easement Areas

[To be attached by Special Amendment as provided in Section 10.01]

EXHIBIT E TO
COMMUNITY DECLARATION FOR APPLE CREEK ESTATES

Fence Design Standards and Specification

1. Western Red Cedar material or substantially similar material with the prior written approval of the Board.
2. Reverse board on board (shadow box) style in accordance with the design specifications set forth below.
3. Post tops to be milled French Gothic style.
4. Height not to exceed the maximum height permitted under applicable ordinances of the Municipality.
5. Clear finish.



06-50-1922

DEPARTMENT OF THE ARMY

PERMIT

Permittee: Apple Creek Estates, LLC

Application No.: LRC-2004-12981 (200400859)

Issuing Office: CHICAGO DISTRICT, U.S. ARMY CORPS OF ENGINEERS

DEFINITIONS: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform the work in accordance with the terms and conditions specified below.

Project Description: The construction of a mixed use residential and commercial subdivision known as Apple Creek Estates, as described in your notification and as shown on the grading plans titled OVERALL GRADING PLAN APPLE CREEK ESTATES SUBDIVISION PLANNED DEVELOPMENT WOODSTOCK, ILLINOIS dated October 7, 2005 (revised June 15, 2006), prepared by Mackie Consultants, LLC. The project requires unavoidable fill impacting 9.25 acres of federally jurisdictional wetland. As compensatory mitigation for these impacts, 14.37 acres of wetland mitigation will be created on the project site as follows: a) 100% mitigation credit for 1.05 acres of stream creation, b) 100% mitigation credit for 7.84 acres of wetland creation (an additional 7.94 acres of wetland creation will be constructed for isolated impacts per the McHenry County Stormwater Ordinance), c) 50% mitigation credit for the enhancement of 7.32 acres of wetland enhancement equaling 3.68 mitigation credits (the wetlands to be enhanced for 50% credit include Areas 1b, 17b, 17c, 17f, 17l, 17n, 17o, and 17p), and d) 2.23 mitigation credits will be given for the establishment and management of the 119.29 acres of naturalized detention basins and prairie buffers.

The mitigation, naturalized detention basins, prairie buffers and wetland enhancement areas discussed above will have performance standards as discussed in the Wetland Mitigation Plan Summary & Management and Monitoring Plan, dated January 28, 2005, as prepared by V3 Companies of Illinois, Ltd. and the special

ALL-STATE LEGAL® EXHIBIT 1

conditions of this permit. In addition, two upland woodlots totaling 11.56 acres will be enhanced through removal of invasive shrubs and will not be held to performance standards. Wetland Areas 5, 6, 7, 9, 10, 11, 17g, 17k, 17s and 20 will be enhanced through seeding and burning and will not be held to performance standards. Stream monitoring and sampling will take place for 7 years as detailed in the Comprehensive Water Quality Monitoring Plan, dated August 9, 2006, as prepared by V3 Companies of Illinois, Ltd. The approved mitigation plan is entitled NATIVE LANDSCAPE PLAN FOR APPLE CREEK ESTATES WOODSTOCK, MCHENRY COUNTY, ILLINOIS, dated October 10, 2005 (Revised June 12, 2006), prepared by V3 Companies of Illinois, Ltd.

Project Location: East of Dean Street, North of Route 176, and mostly West of Route 47, in the City of Woodstock, McHenry County, Illinois (S ½ Section 17, Section 20, SW ¼ of Section 21, T44N, R7E)

Permit Conditions:

General Conditions

1. The time limit for completing the authorized work ends on February 1, 2017. If you find that you need more time to complete the authorized activity(s), submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archaeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided

and forward a copy of the permit to this office to validate the transfer of this authorization.

5. You shall comply with the water quality certification issued under Section 401 of the Clean Water Act by the Illinois Environmental Protection Agency for the project. Conditions of the certification are conditions of this authorization. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being accomplished in accordance with the terms and conditions of your permit.

Special Conditions

1. This permit is based on all material submitted as part of application number LRC-2004-12981 (200400859). You must comply with all applicable regulations, and the Chicago District 2004 Mitigation Requirements in carrying out this project. Failure to comply with the terms and conditions of this permit may result in suspension and revocation of your permit.

2. You shall undertake and complete the project as described in the plans entitled OVERALL GRADING PLAN APPLE CREEK ESTATES SUBDIVISION PLANNED DEVELOPMENT WOODSTOCK, ILLINOIS dated October 7, 2005 (revised June 15, 2006), prepared by Mackie Consultants, LLC and according to all relevant documentation to the project plans as proposed.

3. You shall fully implement the project mitigation document entitled WETLAND MITIGATION PLAN SUMMARY & MANAGEMENT MONITORING PLAN as prepared by V3 Companies of Illinois, Ltd. dated January 28, 2005 (Revised June 19, 2006). The 7-year management and monitoring period shall commence when the wetland mitigation has been properly constructed and native plugs have been installed. All created wetlands shall meet the performance criteria in accordance with the Chicago District 2004 Mitigation Requirements. An annual management and monitoring report must be submitted to this office by February 1st of the subsequent year with photo documentation, a narrative description of management responsibilities carried out in previous years and results from transect monitoring of the site.

4. You shall fully implement the COMPREHENSIVE WATER QUALITY MONITORING PLAN, dated August 9, 2006, as prepared by V3 Consultants during the 7-year management and monitoring period. An analytical discussion of the results from the monitoring will be submitted and included in the annual mitigation management and

monitoring report. The Land Conservancy of McHenry County and the Sierra Club shall be notified of the proposed monitoring date and time at least 7 days prior to the water quality monitoring field reconnaissance.

5. The commercial area along the northwest corner of Route 47 and Lucas road shall be designed to incorporate stormwater BMPs, including oil and grit separators, naturalized wetland bottom detention basins and depressed islands. A meeting shall be scheduled with this office to discuss the concept plans before any work is to begin.

6. The naturalized detention basins and upland prairie buffers, as shown on the exhibit titled NATIVE LANDSCAPE PLAN FOR APPLE CREEK ESTATES WOODSTOCK, MCHENRY COUNTY, ILLINOIS, dated October 10, 2005 (Revised June 12, 2006), will be established and managed for 2.23 credits and shall be held to the following performance standards. At the end of the 7-year management and monitoring period in any one area, the FQI shall be greater than 15, the 3 most dominant species shall not be non-native, and relative coverage of non-native species shall not be greater than 20%.

7. Apple Creek will be constructed in four phases. Mitigation shall be constructed concurrently with the construction of each phase. Impacts to waters of the U.S. within the next phase shall not take place until a representative from this office visits the site and determines that mitigation construction and plantings are acceptable for the previous phase.

8. Within thirty (30) days of the date of this authorization, you shall submit to this office a plan showing the allocation of federal versus county mitigation within the wetland creation areas.

9. The U.S. Army Corps of Engineers, Land Conservancy of McHenry County and City of Woodstock shall receive a copy of the annual mitigation and monitoring report. The report shall be submitted by February 1st for the previous year and should include the actual plant and seed lists.

10. The Apple Creek Estates Homeowner's Association will be responsible for maintenance and management of the trail system within the natural areas. All areas within the conservation easement and adjacent to the trail system will be kept in an un-mowed, naturally vegetated state.

11. The conservation easement must be dedicated to the Land Conservancy of McHenry County within sixty (60) days of recording of the final plat for each Phase.

12. Plant sampling for plant species presence, abundance and the total vegetative coverage will be conducted once during the growing season of each year. An annual monitoring report will be submitted to this office for review and approval.

13. Evaluation of the performance standards and commencement of the seven-year management and monitoring plan will begin upon the date the mitigation grading and planting have been completed for that Phase in accordance with the approved mitigation plan.

14. You will provide a suitable substrate to a depth of at least 12" in the created wetland areas. In any areas where an impermeable layer is found less than 12" from the proposed surface, the impermeable material will be removed and replaced with suitable substrate to a depth of 12". Soil compaction data must be submitted; compaction must not exceed an average of 275 psi in the upper 12 inches.

15. Channel construction shall be accomplished "in the dry" and disturbed areas within the streambank shall be seeded and stabilized before flow is introduced.

16. You shall arrange to have a qualified person control non-native, invasive species such as *Lythrum salicaria*, *Phragmites australis*, *Poa compressa*, *Poa pratensis*, *Salix interior*, *Echinochloa crus-galli*, *Phalaris arundinacea* and *Typha spp.* should they appear within the mitigation site. Control shall be removal by hand or use of an approved herbicide.

17. Throughout the project's duration, you shall adhere to all soil erosion and sediment control plans as recommended by the McHenry County Soil and Water Conservation District (SWCD).

18. You shall insure that all remaining wetlands, created wetlands and adjacent upland buffers are protected through a conservation easement. The approved construction drawings and USACE authorization number shall be included as an exhibit in the conservation easement and be recorded with the Registrar of Deeds or other appropriate office charged with the responsibility for maintain records of title or interest in real estate property. Management and monitoring reports shall be copied to the group holding the conservation easement. You shall submit to this office a final copy of the conservation easement for review. Recording of the approved document shall occur upon approval from this office.

19. You shall insure that the lot(s) with the remaining wetlands, created wetlands and adjacent upland buffers is held in a conservation easement by the Land Conservancy of McHenry that will be responsible for its long-term management as a natural area, as set forth in the permit submittal. The association's

covenant must provide a mechanism for accruing funds for wetland management. Final language for the covenants, deeds and restrictions must be submitted to this office for review within thirty (30) days of the date of this authorization. The covenants, deeds and restrictions must be approved by this office before commencing work.

20. You shall establish a performance bond in favor of the City of Woodstock for the mitigation and enhancement for each Phase of the project before construction of that Phase may commence. The performance bond for construction and erosion control for the mitigation areas within Phase 1 shall be held in the amount of $1,950,531.25. The planting, seeding, management and monitoring of the mitigation and enhancement areas within Phase 1 shall be bonded in the amount of $441,889.89. These amounts include the 25% contingency. The performance bond may be combined with the performance bond required by the City of Woodstock for the overall development, but must be itemized to show the mitigation.

The performance bond for the remainder must run until all performance criteria are met. If you fail to meet all the mitigation performance criteria by February 1, 2017, as determined by this office, the performance bond will be redeemed by the City of Woodstock and used to either remediate the wetland mitigation or fund a project(s) that involves the enhancement, restoration or creation of wetlands within the vicinity of the project.

Each subsequent phase (Phase 2, 3 and 4) shall have a performance bond held by the City of Woodstock for the mitigation. The performance bond shall be based on the estimated cost of construction of mitigation including grading, planting, management and monitoring, plus a 25% contingency. The performance bond must be submitted to this office before impacts to wetlands and construction of mitigation within the next phase may occur. Prior to subsequent phases, mitigation in the previous phase shall be constructed and planted.

21. You shall provide written notification to this office at least ten (10) days prior to the commencement of work indicating the start date and estimated end date of construction. Notification must also include:

a. a copy of the final site/grading plans showing the remaining wetlands, created wetlands, adjacent upland buffers, and deed restricted areas;
b. a copy of the recorded performance bond;
c. a copy of the approved homeowners association covenants, deeds and restrictions;
d. signed contracts and a schedule for mitigation implementation;

22. A copy of the informational brochure addressing wetlands on the project site and a plan showing sign locations and sign language discussing the natural areas shall be submitted to this office within 60 days of permit authorization.

23. You shall submit as-built drawings of the mitigation areas within 30 days of the completion of their construction.

24. Should the mitigation plan not be deemed a success by this office, the permittee will be required to provide appropriate alternate mitigation within time frames determined by the Chicago District. Should the permittee take an action in the future which will have a negative influence on the mitigation, revocation of the permit may be deemed appropriate.

25. You shall install signs or boundary markers, which identify the presence of a conservation easement and the prohibited activities in these areas. The signs shall be placed at every lot corner at the boundary of all adjacent naturalized buffers. The signs shall be installed within 60 days of the start of construction. A total of 10 interpretive signs describing the mitigation and natural areas shall be placed throughout the conservation easement area. Each sign will have a different message or theme related to the importance of natural areas. The language and designs on the signs must be coordinated with the Land Conservancy of McHenry County.

26. You shall provide the informational brochure entitled "Living with Wetlands" to each property owner at time of sale. The brochure discusses the importance of wetlands, the entities that have jurisdiction over the areas, the relevant rules and regulations, and the potential indirect impacts to the wetlands resulting from common land practices, such as the use of lawn fertilizers and chemicals. You can obtain copies of this brochure by contacting Susan Rose with the Wetland Initiative at 53 W. Jackson Blvd. #1015, Chicago, Illinois 60604, (312) 922-0777, email: twi@wetlands-initiative.org.

27. You shall prepare and submit a long-term management plan for the created wetlands and adjacent upland buffers in the seventh year of the maintenance and monitoring period. This document shall be submitted to the Corps, City of Woodstock and The Land Conservancy of McHenry County. The management plan shall outline a maintenance strategy for enhancing the quality of the wetlands for the future manager of the wetlands.

28. You shall adhere to all soil erosion and sediment control measures determined to meet technical standards by the SWCD in a serviceable condition throughout the duration of the project.

29. You shall ensure that any wetland areas created or preserved as mitigation for work authorized by this permit shall not be made subject to any future construction and/or fill activities, except for the purposes of enhancing or restoring the mitigation area associated with this permit. All plans are to be approved by this office prior to commencement of any work.

30. You are responsible for all work authorized herein and for ensuring that all contractors are aware of the terms and conditions of this authorization. A copy of this authorization must be present at the project site during all phases of construction.

31. You shall notify this office of any proposed modifications to the project, including revisions to any of the plans or documents cited in this authorization. You must receive approval from this office before work affected by the proposed modification is performed.

32. You shall notify this office prior to the transfer of this authorization and liabilities associated with compliance with its terms and conditions. The transferee must sign the authorization in the space provided and forward a copy of the authorization to this office.

33. The permittee shall respond to all reasonable requests for information from the Chicago District, and provide necessary field support during field investigations and permit compliance inspections to the Chicago District.

Further Information:

1. Congressional Authorities. You have been authorized to undertake the activity described above pursuant to:

( ) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this Authorization.

a. This permit does not obviate the need to obtain other federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. The Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on the behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modifications, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in the reliance on the information you provided.

5. Reevaluation of Permit Decision. The office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures

such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General Condition 1 established a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as a permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

PERMITTEE DATE

John P. Carroll, President
Apple Creek, LLC
The Kirk Corporation, its Manager
201 Juniper Circle
Streamwood, Illinois 60107

This authorization becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

LRC-2004-12981 (200400859)
Corps Authorization Number

FOR AND ON BEHALF OF DATE

John D. Drolet
Colonel, U.S. Army
District Commander

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

TRANSFEREE DATE

ADDRESS

TELEPHONE

SCHEER'S
INCORPORATED
601 OAKMONT LANE, SUITE 400 • WESTMONT, IL 60559 • 630-468-5600

Bond No: 5021490

Principal Amount: $1,687,739.38

KNOW ALL MEN BY THESE PRESENTS, Apple Creek Estates, LLC, 201 Juniper Circle, Streamwood, IL 60107, as principal, a corporation organized and existing under the laws of the State of Illinois, and authorized to do business in the State of Illinois, and Bond Safeguard Insurance Company, as surety, a corporation organized and existing under the laws of the State of Illinois, and authorized to transact surety business in the State of Illinois, are held and firmly bound unto the City of Woodstock, as Obligee, in the penal sum of One Million Six Hundred Eighty Seven Thousand Seven Hundred Thirty Nine and 38/100 Dollars ($1,687,739.38), lawful money of the United States of America, for the payment of which well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, APPLE CREEK ESTATES, LLC has agreed to construct in Apple Creek Estates Subdivision, in the City of Woodstock, Illinois the following improvements:

Phase 1B - Underground improvements, roadways and streetlights.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described, and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void, otherwise to remain in full force and effect, and the Surety, upon receipt of a demand letter form the Obligee indicating that if the improvements have not been installed or completed by April 01, 2007, will complete in the improvements or pay to the Obligee such amount up to the Principal amount of this bond within 15 days of receipt of the demand letter requesting payment, which will allow the Obligee to complete the improvements. Should the surety elect to complete the improvements instead of paying the city of Woodstock, Illinois, directly, Surety is expected to begin completion of said uncompleted improvement work immediately following the 15 day response period and shall complete said work within 60 calendar days. If work is not completed within 60 calendar days, Surety will immediately make payment to the City in the amount of the uncompleted work as determined by the City based on the engineers approved cost estimate. The City's Development Engineer may extend the 60 day completion period if the determines that it is warranted. Notice of the default to the surety by the obligee shall be given by certified mail, return receipt requested, Bond Safeguard Insurance Companies, 1919 S. Highland Ave., Bldg. A – Suite 300, Lombard, IL 60148, attention: Surety Claims.

Upon approval by the Obligee, this instrument may be proportionately reduced as the public improvements are completed.

Signed, sealed and dated, this 27th day of March 2006.

By: Apple Creek Estates, LLC, Principal

By: The Kirk Corporation, Managing Member

By: _____
President

By: Bond Safeguard Insurance Company
Surety

By: Melissa Schmidt
Melissa Schmidt, Attorney-in-Fact

EXHIBIT
J
ALL-STATE LEGAL®

SURETY BOND RIDER

To be attached and form a part of Bond No. 5021490 dated the 27th day of March, 2006, executed by Bond Safeguard Insurance Company as surety, on behalf of Apple Creek Estates, LLC as current principal of record, and in favor of City of Woodstock, as obligee, and in the amount of One Million Six Hundred Eighty Seven Thousand Seven Hundred Thirty Nine Dollars and 38/100 ($1,687,739.38). In consideration of the agreed premium charged for this bond, it is understood and agreed that Bond Safeguard Insurance Company hereby consents that effective from the 21st day of March, 2008, said bond shall be amended as follows:

THE BOND AMOUNT SHALL BE Decreased:

FROM: One Million Six Hundred Eighty Seven Thousand Seven Hundred Thirty Nine Dollars and 38/100 ($1,687,739.38)

TO: Ninety Seven Thousand Fifty Seven Dollars and 50/100 ($97,057.50)

The Decrease of said bond penalty shall be effective as of the 21st day of March, 2008, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 7th day of April, 2008.

Apple Creek Estates, LLC
BY: THE FOUR CORPORATION, ITS MANAGER
PRINCIPAL

BY: John P. Cell PRESIDENT

Bond Safeguard Insurance Company
SURETY

BY: Jennifer J. McComb
Jennifer J. McComb, ATTORNEY-IN-FACT

State of Illinois}
} ss.
County of Dupage }

On April 7, 2008, before me, Heather A. Beck, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Jennifer J. McComb known to me to be Attorney-in-Fact of Bond Safeguard Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires February 5, 2012

Heather A. Beck, Notary Public

OFFICIAL SEAL
HEATHER A BECK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/05/12

Commission No. 596017

SCHEER'S
INCORPORATED
601 OAKMONT LANE, SUITE 400 • WESTMONT, IL 60559 • 630.468.5500

Bond No. 5021491 Principal Amount: $3,882,893.44

KNOW ALL MEN BY THESE PRESENTS, Apple Creek Estates, LLC, 201 Juniper Circle, Streamwood, IL 60107, as principal, a corporation organized and existing under the laws of the State of Illinois, and authorized to do business in the State of Illinois, and Bond Safeguard Insurance Company, as surety, a corporation organized and existing under the laws of the State of Illinois, and authorized to transact surety business in the State of Illinois, are held and firmly bound unto the City of Woodstock, as Obligee, in the penal sum of Three Million Eight Hundred Eighty Two Thousand Eight Hundred Ninety Three and 44/100 Dollars ($3,882,893.44), lawful money of the United States of America, for the payment of which well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, APPLE CREEK ESTATES, LLC has agreed to construct in Apple Creek Estates Subdivision, in the City of Woodstock, Illinois the following improvements:

Phase 1A - Underground improvements, roadways and streetlights.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described, and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void, otherwise to remain in full force and effect, and the Surety, upon receipt of a demand letter form the Obligee indicating that if the improvements have not been installed or completed by April 01, 2007, will complete in the improvements or pay to the Obligee such amount up to the Principal amount of this bond within 15 days of receipt of the demand letter requesting payment, which will allow the Obligee to complete the improvements. Should the surety elect to complete the improvements instead of paying the city of Woodstock, Illinois, directly, Surety is expected to begin completion of said uncompleted improvement work immediately following the 15 day response period and shall complete said work within 60 calendar days. If work is not completed within 60 calendar days, Surety will immediately make payment to the City in the amount of the uncompleted work as determined by the City based on the engineers approved cost estimate. The City's Development Engineer may extend the 60 day completion period if the determines that it is warranted. Notice of the default to the surety by the obligee shall be given by certified mail, return receipt requested, to Bond Safeguard Insurance Companies, 1919 S. Highland Ave., Bldg. A – Suite 300, Lombard, IL 60148, attention: Surety Claims.

Upon approval by the Obligee, this instrument may be proportionately reduced as the public improvements are completed.

Signed, sealed and dated, this 27th day of March 2006.

By: Apple Creek Estates, LLC, Principal

By: The Kirk Corporation, Managing Member

By: _____
President

By: Bond Safeguard Insurance Company
Surety

By: Melissa Schmidt
Melissa Schmidt, Attorney-in-Fact

P190

SURETY BOND RIDER

To be attached and form a part of Bond No. 5021491 dated the 27th day of March, 2006, executed by Bond Safeguard Insurance Company as surety, on behalf of Apple Creek Estates, LLC as current principal of record, and in favor of City of Woodstock, as obligee, and in the amount of Three Million Eight Hundred Eighty Two Thousand Eight Hundred Ninety Three Dollars and 44/100 ($3,882,893.44). In consideration of the agreed premium charged for this bond, it is understood and agreed that Bond Safeguard Insurance Company hereby consents that effective from the 21st day of March, 2008, said bond shall be amended as follows:

THE BOND PENALTY SHALL BE Decreased:

FROM: Three Million Eight Hundred Eighty Two Thousand Eight Hundred Ninety Three Dollars and 44/100 ($3,882,893.44)

TO: Two Hundred Seventy Thousand Three Hundred Fifty Nine Dollars and 25/100 ($270,359.25)

The Decrease of said bond penalty shall be effective as of the 28th day of March, 2008, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 7th day of April, 2008.

Apple Creek Estates, LLC
PRINCIPAL

BY: The Clark Corporation, its manager

By: President

Bond Safeguard Insurance Company
SURETY

BY:
Jennifer J. McCombs, ATTORNEY-IN-FACT

SUBDIVISION BOND

Bond No. 5024828

Principal Amount: $441,890.00

KNOW ALL MEN BY THESE PRESENTS, Apple Creek Estates, LLC, as principal, a corporation organized and existing under the laws of the State of Illinois, and authorized to do business in the State of Illinois, and Bond Safeguard Insurance Company, as surety, a corporation organized and existing under the laws of the State of Illinois, and authorized to transact surety business in the State of Illinois, are held and firmly bound unto the City of Woodstock, as Obligee, in the penal sum of Four Hundred Forty One Thousand Eight Hundred Ninety and 00/100 Dollars ($441,890.00), lawful money of the United States of America, for the payment of which well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, APPLE CREEK ESTATES, LLC has agreed to construct in Apple Creek Estates Subdivision, in the City of Woodstock, Illinois the following improvements:

Surety for wetland plantings, management and monitoring for Apple Creek Estates Phase I in accordance with the army core of engineers permit.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described, and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void, otherwise to remain in full force and effect, and the Surety, upon receipt of a demand letter form the Obligee indicating that if the improvements have not been installed or completed by November 3, 2011, will complete in the improvements or pay to the Obligee such amount up to the Principal amount of this bond within 15 days of receipt of the demand letter requesting payment, which will allow the Obligee to complete the improvements. Should the surety elect to complete the improvements instead of paying the city of Woodstock, Illinois, directly, Surety is expected to begin completion of said uncompleted improvement work immediately following the 15 day response period and shall complete said work within 60 calendar days. If work is not completed within 60 calendar days, Surety will immediately make payment to the City in the amount of the uncompleted work as determined by the City based on the engineers approved cost estimate. The City's Development Engineer may extend the 60 day completion period if the determines that it is warranted. Notice of the default to the surety by the obligee shall be given by certified mail, return receipt requested, to Bond Safeguard Insurance Company, 1919 S. Highland Ave., Bldg. A-Ste. 300, Lombard, IL 60148, attention: Surety Claims.

Upon approval by the Obligee, this instrument may be proportionately reduced as the public improvements are completed.

Signed, sealed and dated, this 6th day of November 2006.

By: Apple Creek Estates, LLC, Principal

By: The Kirk Corporation, Managing Member

By: _____
John P. Carroll, President

By: Bond Safeguard Insurance Company
Surety

By: Heather A. Beck
Heather A. Beck, Attorney-in-Fact

State of Illinois}
} ss.i
County of Dupage }

On 11/06/2006, before me, Tariese M. Pisciotto, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Heather A. Beck known to me to be Attorney-in-Fact of Bond Safeguard Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires June 26, 2010

Tariese M. Pisciotto, Notary Public

OFFICIAL SEAL
TARIESE M PISCIOTTO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/26/10

UNOFFICIAL COPY

AB
AB

TRUSTEE'S DEED
Statutory (ILLINOIS)
(General)

(13)

THE GRANTOR (name and address)

Richard M. Fogel, not individually, but solely as Chapter 7 trustee of the bankruptcy estate of The Kirk Corporation and Apple Creek Estates, LLC, in case numbers 09 B 17236 and 09 B 17247, respectively

2011R0052907 13

PHYLLIS K. WALTERS
RECORDER-MCHENRY COUNTY, IL
2011R0052907
12/28/2011 04:30PM PAGES 13
RECORDING FEE 34.00
GIS FEE 15.00
STATE STAMP FEE 2450.00
COUNTY STAMP FEE 1225.00
RHSPS HOUSING FEE 10.00

STATE OF ILLINOIS
STATE & COUNTY TAX
DEC.28.11
MC HENRY COUNTY
0000004778
REAL ESTATE TRANSFER TAX
0367500
FP351004

of the City of Chicago, County of Cook, State of Illinois for and in consideration of Ten and 00/100 Dollars ($10.00) in hand paid, CONVEYS and QUIT CLAIMS to **Hawthorn 45 LLC**, an Illinois limited liability company, ("Grantee") all interest in the following described Real Estate situated in the County of McHenry in the State of Illinois, to wit: (See attached Exhibit A for legal description) **SUBJECT TO:** (1) general real estate taxes not yet due and payable; (2) Exception numbers P-11, CQ-18, M-19, BW-20, BX-21, BY-22, CN-23, BZ-24, CA-25, CB-26, CU-27, CC-28, CE-29, CG-32, CO-33, CV-34, G-35, H-36, I-37, J-38, L-39, CX-45, CY-46, and CZ-4 on Chicago Title Insurance Company commitment no. 1401-880009333 with an effective date of September 2, 2011; (3) existing farm lease that Grantor shall cause to terminate on or before December 31, 2011; and (4) title exceptions caused by the acts or omissions of Grantee.

880009333 1 all

Permanent Index Numbers (PINs): See attached Exhibit B

Commonly known as Apple Creek Estates, Woodstock, Illinois
grantees address: 12 salt Creek Ln #200 Hinsdale IL 60521

Dated this 11 day of December, 2011

Richard M. Fogel not individually, but solely as Chapter 7 trustee of the bankruptcy estate of The Kirk Corporation and Apple Creek Estates, LLC, in case numbers 09 B 17236 and 09 B17247, respectively.

State of Illinois)
) ss.
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard M. Fogel 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 he signed, sealed and delivered the said instrument as his free and voluntary act, 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 15 day of December, 2011.

OFFICIAL SEAL
PATRICIA M FREDERICKS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/11/13

Commission expires:

Notary Public

59-

This instrument prepared by: David L. Shaw, Shaw Gussis Fishman Glantz Wolfson & Towbin, LLC, 321 N. Clark Street, Suite 800, Chicago, Illinois 60654
and return to:

{7269 DEE A0307138.DOC}

CHICAGO TITLE
59 N VIRGINIA
CRYSTAL LAKE IL 60014

MT

EXHIBIT
ALL-STATE LEGAL
K

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 880009333 D2

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

PARCEL 1
LOTS 516, 517, 518, 537, 539, 542, 544, 547, 548, 554, 640, 641, 642, 643, 644, 649, 655, 658, 659, 660, 662, 667, 668, 669, 670, 672, 689, 735, 742, 743, 744, 745 AND 746, IN APPLE CREEK ESTATES PHASE 1A, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17 AND THE NORTHWEST QUARTER OF SECTION 20, ALL IN TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 19, 2006 AS DOCUMENT NUMBER 2006R0027792, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 2
LOTS 555, 556, 557, 558, 561, 562, 563, 564, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 592, 593, 594, 596, 597, 598, 599, 600, 601, 603, 606, 607, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 623, 624, 625, 626, 630, 631, 632, 635, 675, 676, 677, 691, 692, 693, 694, 695 AND 696 IN APPLE CREEK ESTATES PHASE 1D, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, IN TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 2006 AS DOCUMENT NUMBER 2006R0076534, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 3
OUTLOT K3 IN APPLE CREEK ESTATES PHASE 1C, BEING A SUBDIVISION OF PARTS OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20 AND SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, IN TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 2006 AS DOCUMENT NUMBER 2006R0076532 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED FEBRUARY 6, 2007 AS DOCUMENT NUMBER 2007R0008780 (EXCEPT THAT PART LYING SOUTH OF THE FOLLOWING DESCRIBED LINE:
COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT K3; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 34 MINUTES 13 SECONDS WEST ALONG THE EASTERLY LINE OF APPLE CREEK ESTATES AFORESAID 506.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 25 MINUTES 47 SECONDS WEST 100.00 FEET TO A POINT ON EASTERLY RIGHT-OF-WAY OF WILDMEADOW LANE FOR A POINT OF TERMINATION) IN MCHENRY COUNTY, ILLINOIS.

PARCEL 4
OUTLOT L2 IN APPLE CREEK ESTATES PHASE 1C, BEING A SUBDIVISION OF PARTS OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20 AND SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, IN TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 2006 AS DOCUMENT NUMBER 2006R0076532 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED FEBRUARY 6, 2007 AS DOCUMENT NUMBER 2007R0008780, (EXCEPT THAT PART DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF OULOT K1 IN FINAL PLAT OF SUBDIVISION APPLE CREEK ESTATES PHASE 1B, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, AND THE NORTHWEST QUARTER OF SECTION 20, ALL

CONTINUED ON NEXT PAGE

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A (CONTINUED)

ORDER NO.: 1401 880009333 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

IN TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 2006 AS DOCUMENT NO. 2006R-0024457, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY OF WILDMEADOW LANE; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 34 MINUTES 13 SECONDS WEST, 60.00 FEET ALONG THE EASTERLY LINE OF OUTLOT K1 EXTENDED NORTH TO THE POINT OF BEGINNING OF THIS PARCEL DESCRIPTION, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY OF WILDMEADOW LANE; THENCE NORTH 89 DEGREES 25 MINUTES 47 SECONDS EAST ALONG THE NORTHERLY RIGHT-OF-WAY OF WILDMEADOW LANE, 57.74 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 13 SECONDS WEST, 107.00 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 47 SECONDS WEST PARALLEL WITH THE NORTHERLY RIGHT-OF-WAY OF WILDMEADOW LANE, 195.64 FEET; THENCE SOUTH 29 DEGREES 58 MINUTES 33 SECONDS WEST, 70.18 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY OF WILDMEADOW LANE; THENCE SOUTH 60 DEGREES 01 MINUTES 27 SECONDS EAST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY, 58.83 FEET; THENCE SOUTHEASTERLY ALONG A TANGENTIAL CURVE, CONCAVE NORTHEASTERLY, RADIUS 120.00 FEET, CENTRAL ANGLE 30 DEGREES 32 MINUTES 47 SECONDS, 63.98 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 47 SECONDS EAST, 61.92 FEET TO THE POINT OF BEGINNING) ALL IN MCHENRY COUNTY, ILLINOIS.

PARCEL 5
THAT PART OF THE WEST HALF OF SECTION 20, TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE SOUTH 00 DEGREES 11 MINUTES 27 SECONDS EAST, A DISTANCE OF 570.20 FEET, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 20 TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 11 MINUTES 27 SECONDS EAST, A DISTANCE OF 2064.50 FEET, CONTINUING ALONG SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 20 TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE SOUTH 00 DEGREES 11 MINUTES 41 SECONDS EAST, A DISTANCE OF 442.00 FEET, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 20 TO A POINT 273.66 FEET NORTH OF THE CENTERLINE OF LUCAS ROAD (AS MEASURED ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 20); THENCE NORTH 89 DEGREES 48 MINUTES 33 SECONDS EAST, A DISTANCE OF 189.97 FEET, ALONG A LINE AT RIGHT ANGLES TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 20; THENCE NORTH 00 DEGREES 11 MINUTES 27 SECONDS WEST, A DISTANCE OF 30.00 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE NORTH 89 DEGREES 48 MINUTES 33 SECONDS EAST, A DISTANCE OF 60.00 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE NORTH 00 DEGREES 11 MINUTES 27 SECONDS WEST, A DISTANCE OF 82.00 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE NORTH 89 DEGREES 48 MINUTES 33 SECONDS EAST, A DISTANCE OF 108.61 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 40.79 FEET AND CHORD BEARING SOUTH 80 DEGREES 27 MINUTES 14 SECONDS EAST; THENCE SOUTH 70 DEGREES 43 MINUTES 01 SECONDS EAST, A DISTANCE OF 343.46 FEET, TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 180.00 FEET, AN ARC DISTANCE OF 61.18 FEET AND CHORD BEARING SOUTH 80 DEGREES 27 MINUTES 14 SECONDS EAST; THENCE NORTH 89 DEGREES 48 MINUTES 33 SECONDS EAST, A DISTANCE OF 148.17 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 27 SECONDS WEST, A DISTANCE OF 60.00 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE NORTH 89 DEGREES 48 MINUTES 33 SECONDS EAST, A DISTANCE

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SCHEDULE A (CONTINUED)

ORDER NO.: 1401 880009333 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

OF 60.00 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE SOUTH 00 DEGREES 11 MINUTES 27 SECONDS EAST, A DISTANCE OF 30.00 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE NORTH 89 DEGREES 48 MINUTES 33 SECONDS EAST, A DISTANCE OF 720.78 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE NORTH 00 DEGREES 26 MINUTES 44 SECONDS EAST, A DISTANCE OF 412.63 FEET, ALONG A LINE AT RIGHT ANGLES TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 20 TO A POINT ON SAID SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 20; THENCE SOUTH 89 DEGREES 33 MINUTES 16 SECONDS EAST, A DISTANCE OF 53.31 FEET, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 20; THENCE NORTH 00 DEGREES 34 MINUTES 13 SECONDS WEST, A DISTANCE OF 408.04 FEET, ALONG A LINE 850.00 FEET WEST OF AND PARALLEL TO SAID EAST LINE OF THE NORTHWEST QUARTER OF SECTION 20; THENCE NORTH 38 DEGREES 02 MINUTES 36 SECONDS WEST, A DISTANCE OF 326.59 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 47 SECONDS WEST, A DISTANCE OF 78.31 FEET, ALONG A LINE AT RIGHT ANGLES TO THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 20; THENCE NORTH 00 DEGREES 34 MINUTES 13 SECONDS WEST, A DISTANCE OF 552.50 FEET, ALONG A LINE 1127.00 FEET WEST OF AND PARALLEL TO SAID EAST LINE OF THE NORTHWEST QUARTER OF SECTION 20; THENCE NORTH 47 DEGREES 48 MINUTES 58 SECONDS EAST, A DISTANCE OF 303.16 FEET; THENCE NORTH 50 DEGREES 44 MINUTES 24 SECONDS WEST, A DISTANCE OF 301.58 FEET; THENCE NORTH 67 DEGREES 01 MINUTES 16 SECONDS WEST, A DISTANCE OF 379.37 FEET; THENCE SOUTH 84 DEGREES 55 MINUTES 11 SECONDS WEST, A DISTANCE OF 179.15 FEET; THENCE NORTH 52 DEGREES 03 MINUTES 38 SECONDS WEST, A DISTANCE OF 547.12 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 33 SECONDS WEST, A DISTANCE OF 519.01 FEET, ALONG A LINE AT RIGHT ANGLES TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 20 TO SAID WEST LINE OF NORTHWEST QUARTER OF SECTION 20 SAID POINT ALSO BEING THE POINT OF BEGINNING, IN McHENRY COUNTY, ILLINOIS.

PARCEL 6
THAT PART OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE SOUTH 89 DEGREES 39 MINUTES 38 SECONDS EAST, A DISTANCE OF 350.12 FEET, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20 TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 11 MINUTES 41 SECONDS WEST, A DISTANCE OF 1799.01 FEET, ALONG A LINE 350.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 20 TO THE CENTERLINE OF LUCAS ROAD; THENCE NORTH 70 DEGREES 43 MINUTES 01 SECONDS WEST, A DISTANCE OF 371.25 FEET, ALONG SAID CENTERLINE OF LUCAS ROAD TO SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 20; THENCE NORTH 00 DEGREES 11 MINUTES 41 SECONDS WEST, A DISTANCE OF 273.66 FEET, ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 20 TO A POINT 442.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 20 (AS MEASURED ALONG SAID WEST LINE); THENCE NORTH 89 DEGREES 48 MINUTES 33 SECONDS EAST, A DISTANCE OF 189.97 FEET, ALONG A LINE AT RIGHT ANGLES TO THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 20; THENCE NORTH 00 DEGREES 11 MINUTES 27 SECONDS WEST, A DISTANCE OF 30.00 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE NORTH 89 DEGREES 48 MINUTES 33 SECONDS EAST, A DISTANCE OF 60.00 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE NORTH 00 DEGREES 11 MINUTES 27 SECONDS WEST, A DISTANCE OF 82.00 FEET; ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE NORTH 89 DEGREES 48 MINUTES 33 SECONDS EAST,

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SCHEDULE A (CONTINUED)

ORDER NO.: 1401 880009333 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

A DISTANCE OF 108.61 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 40.79 FEET AND CHORD BEARING SOUTH 80 DEGREES 27 MINUTES 14 SECONDS EAST; THENCE SOUTH 70 DEGREES 43 MINUTES 01 SECONDS EAST, A DISTANCE OF 343.46 FEET, TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 180.00 FEET, AN ARC DISTANCE OF 61.18 FEET AND CHORD BEARING SOUTH 80 DEGREES 27 MINUTES 14 SECONDS EAST; THENCE NORTH 89 DEGREES 48 MINUTES 33 SECONDS EAST, A DISTANCE OF 148.17 FEET, ALONG A LINE AT RIGHT ANGLES TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 20; THENCE NORTH 00 DEGREES 11 MINUTES 27 SECONDS WEST, A DISTANCE OF 60.00 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE NORTH 89 DEGREES 48 MINUTES 33 SECONDS EAST, A DISTANCE OF 60.00 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE SOUTH 00 DEGREES 11 MINUTES 27 SECONDS EAST, A DISTANCE OF 30.00 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE NORTH 89 DEGREES 48 MINUTES 33 SECONDS EAST, A DISTANCE OF 720.78 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE NORTH 00 DEGREES 26 MINUTES 44 SECONDS EAST, A DISTANCE OF 412.63 FEET, ALONG A LINE AT RIGHT ANGLES TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 20 TO A POINT ON SAID SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 20; THENCE SOUTH 89 DEGREES 33 MINUTES 16 SECONDS EAST, A DISTANCE OF 903.44 FEET, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 20 TO THE CENTER OF SAID SECTION 20; THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS EAST, A DISTANCE OF 2306.74 FEET, ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 20 TO A POINT 338.59 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 20 (AS MEASURED ALONG SAID NORTH LINE); THENCE SOUTH 00 DEGREES 25 MINUTES 46 SECONDS WEST, A DISTANCE OF 417.00 FEET, ALONG A LINE AT RIGHT ANGLES TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 20; THENCE NORTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, A DISTANCE OF 92.50 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE SOUTH 00 DEGREES 25 MINUTES 46 SECONDS WEST, A DISTANCE OF 160.00 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE NORTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, A DISTANCE OF 834.88 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE NORTH 44 DEGREES 34 MINUTES 15 SECONDS WEST, A DISTANCE OF 201.58 FEET; THENCE NORTH 52 DEGREES 31 MINUTES 37 SECONDS WEST, A DISTANCE OF 221.56 FEET; THENCE SOUTH 37 DEGREES 28 MINUTES 23 SECONDS WEST, A DISTANCE OF 235.42 FEET, TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 0.93 FEET AND CHORD BEARING SOUTH 37 DEGREES 41 MINUTES 39 SECONDS WEST; THENCE NORTH 57 DEGREES 52 MINUTES 29 SECONDS WEST, A DISTANCE OF 123.42 FEET; THENCE SOUTH 50 DEGREES 33 MINUTES 37 SECONDS WEST, A DISTANCE OF 120.00 FEET; THENCE SOUTH 79 DEGREES 55 MINUTES 14 SECONDS WEST, A DISTANCE OF 17.43 FEET; THENCE NORTH 70 DEGREES 43 MINUTES 01 SECONDS WEST, A DISTANCE OF 130.00 FEET; THENCE SOUTH 19 DEGREES 16 MINUTES 59 SECONDS WEST, A DISTANCE OF 120.00 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE NORTH 70 DEGREES 43 MINUTES 01 SECONDS WEST, A DISTANCE OF 160.14 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE SOUTH 19 DEGREES 16 MINUTES 59 SECONDS WEST, A DISTANCE OF 180.00 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE NORTH 70 DEGREES 43 MINUTES 01 SECONDS WEST, A DISTANCE OF 4.89 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE SOUTH 19 DEGREES 16 MINUTES 59 SECONDS WEST, A DISTANCE OF 180.00 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED

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SCHEDULE A (CONTINUED)

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5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

COURSE; THENCE SOUTH 70 DEGREES 43 MINUTES 01 SECONDS EAST, A DISTANCE OF 9.94 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE SOUTH 19 DEGREES 16 MINUTES 59 SECONDS WEST, A DISTANCE OF 120.00 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE NORTH 70 DEGREES 43 MINUTES 01 SECONDS WEST, A DISTANCE OF 35.34 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE SOUTH 19 DEGREES 16 MINUTES 59 SECONDS WEST, A DISTANCE OF 120.00 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE NORTH 70 DEGREES 43 MINUTES 01 SECONDS WEST, A DISTANCE OF 43.99 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE SOUTH 19 DEGREES 16 MINUTES 59 SECONDS WEST, A DISTANCE OF 180.00 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE SOUTH 70 DEGREES 43 MINUTES 01 SECONDS EAST, A DISTANCE OF 33.97 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE SOUTH 19 DEGREES 16 MINUTES 59 SECONDS WEST, A DISTANCE OF 180.00 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE SOUTH 70 DEGREES 43 MINUTES 01 SECONDS EAST, A DISTANCE OF 13.17 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE SOUTH 19 DEGREES 16 MINUTES 59 SECONDS WEST, A DISTANCE OF 190.00 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE TO A POINT ON THE CENTERLINE OF LUCAS ROAD; THENCE NORTH 70 DEGREES 43 MINUTES 01 SECONDS WEST, A DISTANCE OF 621.73 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE AND ALSO BEING SAID CENTERLINE OF LUCAS ROAD; THENCE SOUTH 19 DEGREES 16 MINUTES 59 SECONDS WEST, A DISTANCE OF 172.22 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 209.68 FEET; THENCE SOUTH 41 DEGREES 32 MINUTES 10 SECONDS WEST, A DISTANCE OF 290.82 FEET; THENCE SOUTH 00 DEGREES 20 MINUTES 22 SECONDS WEST, A DISTANCE OF 239.12 FEET, ALONG A LINE AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 20; THENCE SOUTH 89 DEGREES 39 MINUTES 38 SECONDS EAST, A DISTANCE OF 196.29 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE SOUTH 00 DEGREES 20 MINUTES 22 SECONDS WEST, A DISTANCE OF 277.35 FEET, ALONG A LINE AT RIGHT ANGLES TO SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 20; THENCE SOUTH 89 DEGREES 39 MINUTES 38 SECONDS EAST, A DISTANCE OF 49.14 FEET, ALONG A LINE 120.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 20; THENCE SOUTH 00 DEGREES 20 MINUTES 22 SECONDS WEST, A DISTANCE OF 120.00 FEET, TO A POINT ON SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 20; THENCE NORTH 89 DEGREES 39 MINUTES 38 SECONDS WEST, A DISTANCE OF 1646.25 FEET, ALONG SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 20 TO THE POINT OF BEGINNING, IN McHENRY COUNTY, ILLINOIS.

PARCEL 7
THAT PART OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE SOUTH 89 DEGREES 39 MINUTES 38 SECONDS EAST, A DISTANCE OF 1947.13 FEET, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 20 MINUTES 22 SECONDS EAST, A DISTANCE OF 120.00 FEET, ALONG A LINE AT RIGHT ANGLES TO SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 20 TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 20 MINUTES 22 SECONDS EAST, A DISTANCE OF 277.35 FEET, CONTINUING ALONG THE LAST DESCRIBED COURSE; THENCE NORTH 89 DEGREES 39 MINUTES 38 SECONDS WEST, A DISTANCE OF 196.29 FEET, ALONG A LINE AT RIGHT

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SCHEDULE A (CONTINUED)

ORDER NO.: 1401 880009333 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

ANGLES TO THE LAST DESCRIBED COURSE; THENCE NORTH 00 DEGREES 20 MINUTES 22 SECONDS EAST, A DISTANCE OF 239.12 FEET, ALONG A LINE AT RIGHT ANGLES TO SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 20; THENCE NORTH 41 DEGREES 32 MINUTES 10 SECONDS EAST, A DISTANCE OF 290.82 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 209.68 FEET; THENCE NORTH 19 DEGREES 16 MINUTES 59 SECONDS EAST, A DISTANCE OF 172.22 FEET, TO THE CENTERLINE OF LUCAS ROAD; THENCE SOUTH 70 DEGREES 43 MINUTES 01 SECONDS EAST, A DISTANCE OF 729.73 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE AND ALSO BEING SAID CENTERLINE OF LUCAS ROAD; THENCE SOUTH 19 DEGREES 16 MINUTES 59 SECONDS WEST, A DISTANCE OF 190.00 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE SOUTH 70 DEGREES 43 MINUTES 01 SECONDS EAST, A DISTANCE OF 50.00 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE SOUTH 19 DEGREES 16 MINUTES 59 SECONDS WEST, A DISTANCE OF 119.64 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 39.68 FEET AND CHORD BEARING SOUTH 09 DEGREES 48 MINUTES 41 SECONDS WEST; THENCE SOUTH 00 DEGREES 20 MINUTES 22 SECONDS WEST, A DISTANCE OF 522.92 FEET, ALONG A LINE AT RIGHT ANGLES TO SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 20 TO A POINT 120.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 20; THENCE NORTH 89 DEGREES 39 MINUTES 38 SECONDS WEST, A DISTANCE OF 680.41 FEET, ALONG A LINE 120.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 20 TO THE POINT OF BEGINNING, IN McHENRY COUNTY, ILLINOIS.

PARCEL 8
THAT PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 20; THENCE SOUTH 00 DEGREES 16 MINUTES 50 SECONDS EAST, A DISTANCE OF 984.08 FEET, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 20; THENCE NORTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, A DISTANCE OF 298.28 FEET, ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 20 TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 65.00 FEET, AN ARC DISTANCE OF 65.14 FEET AND CHORD BEARING NORTH 60 DEGREES 51 MINUTES 35 SECONDS WEST; THENCE NORTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, A DISTANCE OF 126.49 FEET, ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 20; THENCE NORTH 00 DEGREES 25 MINUTES 46 SECONDS EAST, A DISTANCE OF 129.49 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE NORTH 51 DEGREES 58 MINUTES 31 SECONDS EAST, A DISTANCE OF 154.84 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 46 SECONDS EAST, A DISTANCE OF 151.22 FEET, ALONG A LINE AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 20; THENCE NORTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, A DISTANCE OF 85.00 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE NORTH 00 DEGREES 25 MINUTES 46 SECONDS EAST, A DISTANCE OF 160.00 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS EAST, A DISTANCE OF 92.50 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE NORTH 00 DEGREES 25 MINUTES 46 SECONDS EAST, A DISTANCE OF 417.00 FEET, TO A POINT ON SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 20; THENCE SOUTH 89 DEGREES 34 MINUTES 14 SECONDS EAST, A DISTANCE OF 338.59

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SCHEDULE A (CONTINUED)

ORDER NO.: 1401 880009333 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

FEET, ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 20, TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 9
THAT PART OF THE SOUTH HALF OF SECTION 20 AND THE SOUTHWEST QUARTER OF SECTION 21, ALL IN TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 20; THENCE SOUTH 00 DEGREES 16 MINUTES 50 SECONDS EAST, A DISTANCE OF 984.08 FEET, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 20 TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, A DISTANCE OF 298.28 FEET, ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 20 TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 65.00 FEET, AN ARC DISTANCE OF 65.14 FEET AND CHORD BEARING NORTH 60 DEGREES 51 MINUTES 35 SECONDS WEST; THENCE NORTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, A DISTANCE OF 126.49 FEET, ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 20; THENCE NORTH 00 DEGREES 25 MINUTES 46 SECONDS EAST, A DISTANCE OF 129.49 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE NORTH 51 DEGREES 58 MINUTES 31 SECONDS EAST, A DISTANCE OF 154.84 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 46 SECONDS EAST, A DISTANCE OF 151.22 FEET, ALONG A LINE AT RIGHT ANGLES TO SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 20; THENCE NORTH 89 DEGREES 34 MINUTES 14 SECONDS WEST, A DISTANCE OF 919.88 FEET, ALONG A LINE 577.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 20; THENCE NORTH 44 DEGREES 34 MINUTES 15 SECONDS WEST, A DISTANCE OF 201.58 FEET; THENCE NORTH 52 DEGREES 31 MINUTES 37 SECONDS WEST, A DISTANCE OF 221.56 FEET; THENCE SOUTH 37 DEGREES 28 MINUTES 23 SECONDS WEST, A DISTANCE OF 235.42 FEET, TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 0.93 FEET AND CHORD BEARING SOUTH 37 DEGREES 41 MINUTES 39 SECONDS WEST; THENCE NORTH 57 DEGREES 52 MINUTES 29 SECONDS WEST, A DISTANCE OF 123.42 FEET; THENCE SOUTH 50 DEGREES 33 MINUTES 37 SECONDS WEST, A DISTANCE OF 120.00 FEET; THENCE SOUTH 79 DEGREES 55 MINUTES 14 SECONDS WEST, A DISTANCE OF 17.43 FEET; THENCE NORTH 70 DEGREES 43 MINUTES 01 SECONDS WEST, A DISTANCE OF 130.00 FEET; THENCE SOUTH 19 DEGREES 16 MINUTES 59 SECONDS WEST, A DISTANCE OF 120.00 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE NORTH 70 DEGREES 43 MINUTES 01 SECONDS WEST, A DISTANCE OF 160.14 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE SOUTH 19 DEGREES 16 MINUTES 59 SECONDS WEST, A DISTANCE OF 180.00 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE NORTH 70 DEGREES 43 MINUTES 01 SECONDS WEST, A DISTANCE OF 4.89 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE SOUTH 19 DEGREES 16 MINUTES 59 SECONDS WEST, A DISTANCE OF 180.00 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE SOUTH 70 DEGREES 43 MINUTES 01 SECONDS EAST, A DISTANCE OF 9.94 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE SOUTH 19 DEGREES 16 MINUTES 59 SECONDS WEST, A DISTANCE OF 120.00 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE NORTH 70 DEGREES 43 MINUTES 01 SECONDS WEST, A DISTANCE OF 35.34 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE SOUTH 19 DEGREES 16 MINUTES 59 SECONDS WEST, A DISTANCE OF 120.00 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE NORTH 70 DEGREES 43 MINUTES 01 SECONDS WEST, A DISTANCE OF 43.99 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A (CONTINUED)

ORDER NO.: 1401 880009333 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

SOUTH 19 DEGREES 16 MINUTES 59 SECONDS WEST, A DISTANCE OF 180.00 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE SOUTH 70 DEGREES 43 MINUTES 01 SECONDS EAST, A DISTANCE OF 33.97 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE SOUTH 19 DEGREES 16 MINUTES 59 SECONDS WEST, A DISTANCE OF 180.00 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE SOUTH 70 DEGREES 43 MINUTES 01 SECONDS EAST, A DISTANCE OF 13.17 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE SOUTH 19 DEGREES 16 MINUTES 59 SECONDS WEST, A DISTANCE OF 190.00 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE TO A POINT ON THE CENTERLINE OF LUCAS ROAD; THENCE SOUTH 70 DEGREES 43 MINUTES 01 SECONDS EAST, A DISTANCE OF 108.00 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE AND ALSO BEING SAID CENTERLINE OF LUCAS ROAD; THENCE SOUTH 19 DEGREES 16 MINUTES 59 SECONDS WEST, A DISTANCE OF 190.00 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE SOUTH 70 DEGREES 43 MINUTES 01 SECONDS EAST, A DISTANCE OF 50.00 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE SOUTH 19 DEGREES 16 MINUTES 59 SECONDS WEST, A DISTANCE OF 119.64 FEET, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 39.68 FEET AND CHORD BEARING SOUTH 09 DEGREES 48 MINUTES 41 SECONDS WEST; THENCE SOUTH 00 DEGREES 20 MINUTES 22 SECONDS WEST, A DISTANCE OF 522.92 FEET, ALONG A LINE AT RIGHT ANGLES TO SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 20 TO A POINT 120.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 20; THENCE NORTH 89 DEGREES 39 MINUTES 38 SECONDS WEST, A DISTANCE OF 631.27 FEET, ALONG A LINE 120.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 20; THENCE SOUTH 00 DEGREES 20 MINUTES 22 SECONDS WEST, A DISTANCE OF 120.00 FEET, TO A POINT ON SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 20; THENCE SOUTH 89 DEGREES 39 MINUTES 38 SECONDS EAST, A DISTANCE OF 641.00 FEET, TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 20; THENCE SOUTH 89 DEGREES 39 MINUTES 17 SECONDS EAST, A DISTANCE OF 2631.43 FEET, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 20; THENCE NORTH 89 DEGREES 38 MINUTES 19 SECONDS EAST, A DISTANCE OF 660.33 FEET, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 21; THENCE NORTH 00 DEGREES 18 MINUTES 01 SECONDS WEST, A DISTANCE OF 1314.73 FEET, ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 21 TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21; THENCE SOUTH 89 DEGREES 30 MINUTES 35 SECONDS WEST, A DISTANCE OF 312.58 FEET, ALONG SAID NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21; THENCE SOUTH 00 DEGREES 16 MINUTES 50 SECONDS EAST, A DISTANCE OF 160.00 FEET, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 20; THENCE SOUTH 89 DEGREES 30 MINUTES 35 SECONDS WEST, A DISTANCE OF 347.30 FEET, ALONG A LINE PARALLEL TO SAID NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21 TO A POINT ON SAID EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 20; THENCE NORTH 00 DEGREES 16 MINUTES 50 SECONDS WEST, A DISTANCE OF 489.18 FEET, ALONG SAID EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 20 TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 10:
THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A (CONTINUED)

ORDER NO.: 1401 880009333 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

OF THE CENTER LINE OF LUCAS ROAD, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 21;
THENCE SOUTH 00 DEGREES 03 MINUTES 40 SECONDS WEST ALONG THE EAST LINE OF SAID EAST 1/2, 1313.85 TO THE CENTER LINE OF SAID LUCAS ROAD;
THENCE NORTH 67 DEGREES 09 MINUTES 44 SECONDS WEST ALONG SAID CENTER LINE, 716.83 FEET TO THE WEST LINE OF SAID EAST 1/2;
THENCE NORTH 00 DEGREES EAST ALONG SAID WEST LINE, 1037.25 FEET TO THE NORTH LINE OF SAID EAST 1/2;
THENCE SOUTH 89 DEGREES 52 MINUTES 00 SECONDS EAST ALONG SAID NORTH LINE, 661.86 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 11:
THAT PART OF THE NORTHWEST 1/4 OF SECTION 20, IN TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 20; THENCE SOUTH 00 DEGREES 11 MINUTES 27 SECONDS EAST, A DISTANCE OF 180.08 FEET, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 20; THENCE SOUTH 89 DEGREES 42 MINUTES 32 SECONDS EAST, A DISTANCE OF 50.00 FEET, TO A LINE 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 20, FOR THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 42 MINUTES 32 SECONDS EAST, A DISTANCE OF 320.01 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 30 SECONDS EAST, A DISTANCE OF 321.08 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 33 SECONDS WEST, A DISTANCE OF 320.01 FEET, TO SAID LINE 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 20; THENCE NORTH 00 DEGREES 11 MINUTES 27 SECONDS WEST, A DISTANCE OF 323.78 FEET, ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

EXHIBIT B

PERMANENT INDEX NUMBERS FOR SALE OF THE PREMISES COMMONLY KNOWN AS APPLE CREEK ESTATES, MC HENRY, ILLINOIS

13-20-102-003
13-20-102-002
13-20-102-001
13-20-104-004
13-20-104-006
13-20-129-003
13-20-129-005
13-20-126-005
13-20-126-006
13-17-379-001
13-17-378-016
13-17-378-015
13-17-378-014
13-17-378-013
13-17-378-012
13-17-378-007
13-17-378-001
13-17-377-017
13-17-377-016
13-17-377-015
13-17-377-013
13-17-377-008
13-17-377-007
13-17-377-006
13-17-377-005
13-17-377-003
13-17-377-018
13-20-101-012
13-20-101-005
13-20-101-004
13-20-101-003
13-20-101-002
13-20-101-001
13-17-379-002
13-17-379-003
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13-17-379-008
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13-17-453-001
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13-17-452-019
13-17-452-021
13-17-452-022
13-17-452-023
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13-17-452-027
13-17-389-026
13-17-378-025
13-17-378-024
13-17-378-021
13-17-377-032
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13-17-377-030
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13-17-381-016
13-17-381-015
13-17-381-014
13-17-381-013
13-17-381-012
13-20-130-009
13-20-127-003
13-20-100-002
13-20-100-004
13-20-100-009
13-20-300-016
13-20-300-018
13-20-300-014
13-20-400-005
13-20-300-017
13-20-400-002
13-20-400-003
13-20-400-006
13-21-300-005
13-21-300-012
13-21-300-013
13-21-300-014
13-20-100-010

Mail to:
Marty Murphy
The Murphy Law Firm
One Westbrook Corporate Center
Suite 300
Westchester, IL 60154

Subsequent tax bills to:
Hawthorn 45, LLC
12 Salt Creek Lane
Suite 200
Chicago, IL 60521

ENCAP
INCORPORATED

2585 Wagner Ct.
DeKalb, IL 60115
Phone: 815.748.4500
Fax: 815.748.4255
www.encapinc.net

PROPOSAL NO. 14-0228B-CO1
Revised 7.22.15

July 22, 2015

Jeremy T. Stentman
Senior Vice President of Surety Claims
Bond Safeguard Insurance Company
900 S. Frontage Road, Suite 250
Woodridge, IL 60517
gstoll@lexonsurety.com

RE: Management Proposal for Apple Creek Estates, Woodstock, IL
(Corner of Hercules Road and Dean Street)

#	DESCRIPTION OF WORK	UNIT	# OF UNITS	UNIT COST	COST
2015 FALL THROUGH 2016 SUMMER WORK					
1	Wetland Creation Area 1 & Extra Wetland Creation Area 1 Routine Herbicide Application/Cutting Visits - 3.25 acre (Year 1 2015/2016)	Each Visit	8	$650.00	$5,200.00
2	Wetland Creation Area 1 & Extra Wetland Creation Area 1 Fall Cattail and Phragmites Herbicide Treatments - 1.35 acre (Year 1 2015/2016)	Each Treatment	2	$500.00	$1,000.00
3	Wetland Creation Area 1 & Extra Wetland Creation Area 1 Late Fall Prescribed Burn - 3.25 acre (Year 1 2015/2016)	Each	1	$1,050.00	$1,050.00
4	Extra Wetland Creation Area 2 Spring 2014 Boom Spray - 0.27 acre (2015/2016)	Each	1	$200.00	$200.00
5	Extra Wetland Creation Area 2 Spring 2014 Installation of Native Wetland Seed - 0.27 acre (2015/2016)	Acre	0.27	$2,800.00	$756.00
6	Extra Wetland Creation Area 2 Spring 2014 Installation of Native Wetland Plugs - 0.27 acre (2015/2016)	Each Plug	1330	$4.00	$5,320.00
7	Extra Wetland Creation Area 2 Routine Herbicide Application/Cutting Visits - 0.27 acre (Year 1 2015/2016)	Each Visit	8	$200.00	$1,600.00
8	High Quality Prairie Buffer Around Wetland 1, Pond 5 and Pond 6 Routine Herbicide Application/Cutting Visits - 6.3 acres (Year 1 2015/2016)	Each Visit	8	$1,300.00	$10,400.00

ALL-STATE LEGAL®
EXHIBIT
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9	High Quality Prairie Buffer Around Wetland 1, Pond 5 and Pond 6 Late Fall Prescribed Burn - 6.3 acres (Year 1 2015/2016)	Each	1	$2,100.00	$2,100.00
10	Detention Ponds 5 and 6 High Quality Emergent Shelf Routine Herbicide Application/Cutting Visits - 2.8 acres (Year 1 2015/2016)	Each Visit	8	$650.00	$5,200.00
11	Detention Ponds 5 and 6 High Quality Emergent Shelf Late Fall Prescribed Burn - 2.8 acres (Year 1 2015/2016)	Each	1	$1,050.00	$1,050.00
12	Low Quality Prairie Buffer (South of Ponds 5 and 6) Boom Spray 5.39 acres (Year 1 2015/2016)	Acre	5.39	$300.00	$1,617.00
13	Low Quality Prairie Buffer (South of Ponds 5 and 6) Installation of Native Prairie Seed 5.39 acres (Year 1 2015/2016)	Acre	5.39	$2,300.00	$12,397.00
14	Low Quality Prairie Buffer (South of Ponds 5 and 6) Routine Herbicide Application/Cutting Visits 5.39 acres (Year 1 2015/2016)	Each Visit	8	$1,700.00	$13,600.00
15	Detention Pond 4 Low Quality Emergent Shelf Routine Herbicide Application/Cutting Visits 0.62 acre (Year 1 2015/2016)	Each Visit	8	$250.00	$2,000.00
16	Detention Pond 4 Upland Prairie Buffer Area Routine Herbicide Application/Cutting Visits 1.67 acres (Year 1 2015/2016)	Each Visit	8	$500.00	$4,000.00
17	Detention Pond 4 Low Quality Buffer Area Interseeding with Native Prairie Seed 0.61 acre (2015/2016)	Acre	0.61	$2,300.00	$1,403.00
18	Detention Pond 1 Prairie Buffer and Western Prairie Area Assoc with Wetland Area 7 Routine Herbicide Application/Cutting Visits 3.25 acres (Year 1 2015/2016)	Each Visit	8	$650.00	$5,200.00
19	Detention Pond 1 Emergent Shelf Routine Herbicide Application/Cutting Visits 0.88 acre (Year 1 2015/2016)	Each Visit	8	$250.00	$2,000.00
20	Detention Pond 1 Emergent Shelf Willow Removal and Haul Off 0.5 acre (Year 1 2015/2016)	Acre	0.5	$5,000.00	$2,500.00
21	Detention Ponds 2 & 3 Low Quality Prairie Buffer Boom Spray 4.5 acre (2015/2016)	Acre	4.5	$300.00	$1,350.00
22	Detention Ponds 2 & 3 Low Quality Prairie Buffer Installation of Native Prairie Seed 4.5 acre (2015/2016)	Acre	4.5	$2,300.00	$10,350.00
23	Detention Ponds 2 & 3 Low Quality Prairie Buffer Routine Herbicide Application/Cutting Visits 4.5 acre (Year 1 2015/2016)	Each Visit	8	$800.00	$6,400.00
24	Detention Ponds 2 & 3 Emergent Shelf Routine Herbicide Application/Cutting Visits 1.1 acre (Year 1 2015/2016)	Each Visit	8	$250.00	$2,000.00

25	Enhancement Wetland Areas 6, 7, 17s Willow/Woody Removal and Haul Off 5.65 acre (2015/2016)	Acre	5.65	$5,000.00	$28,250.00
26	Enhancement Wetland Areas 6, 7, 17s Back-Pack Boom Spray Non-Natives 5.65 acre (2015/2016)	Each Treatment	2	$7,000.00	$14,000.00
27	Enhancement Wetland Areas 6, 7, 17s Prescribed Burn 5.65 acre (2015/2016)	Each	1	$2,900.00	$2,900.00
28	Enhancement Wetland Areas 6, 7, 17s Installation of Wetland Seed Mix 5.65 acre (2015/2016)	Acre	5.65	$2,800.00	$15,820.00
29	Prairie Buffer Boom Spray 1.76 acre (2015/2016)	Acre	1.76	$400.00	$704.00
30	Enhancement Wetland Area 9 Low Quality Prairie Buffer Installation of Native Prairie Seed 1.76 acres (2015/2016)	Acre	1.76	$2,300.00	$4,048.00
31	Enhancement Wetland Area 9 Low Quality Prairie Buffer Routine Herbicide Application/Cutting Visits 1.76 acre (Year 1 2015/2016)	Each Visit	8	$425.00	$3,400.00
32	Enhancement Wetland Area 9 Willow/Woody Removal and Haul Off .5 acre (2015/2016)	Acre	0.5	$5,000.00	$2,500.00
33	Boom Spray Non-Natives 3.15 acre (2015/2016)	Each Treatment	2	$1,800.00	$3,600.00
34	Enhancement Wetland Area 9 Prescribed Burn 3.15 acre (2015/2016)	Each	1	$1,800.00	$1,800.00
35	Enhancement Wetland Area 9 Installation of Wetland Seed Mix 3.15 acre (2015/2016)	Acre	3.15	$2,800.00	$8,820.00
36	Enhancement Wetland Areas 10 and 11 Low Quality Prairie Buffer Boom Spray 1.41 acre (2015/2016)	Acre	1.41	$400.00	$564.00
37	Enhancement Wetland Areas 10 and 11 Low Quality Prairie Buffer Installation of Native Prairie Seed 1.41 acres (2015/2016)	Acre	1.41	$2,300.00	$3,243.00
38	Enhancement Wetland Areas 10 and 11 Low Quality Prairie Buffer Routine Herbicide Application/Cutting Visits 1.41 acre (Year 1 2015/2016)	Each Visit	8	$425.00	$3,400.00
39	Enhancement Wetland Areas 10 and 11 Willow/Woody Removal and Haul Off .5 acre (2015/2016)	Acre	0.5	$5,000.00	$2,500.00
40	Enhancement Wetland Areas 10 and 11 Back-Pack Boom Spray Non-Natives 1.22 acre (2015/2016)	Each Treatment	2	$1,150.00	$2,300.00
41	Enhancement Wetland Areas 10 and 11 Prescribed Burn 1.22 acre (2015/2016)	Each	1	$1,050.00	$1,050.00
42	Enhancement Wetland Areas 10 and 11 Installation of Wetland Seed Mix 1.22 acre (2015/2016)	Acre	1.22	$2,800.00	$3,416.00
43	Semi-Annual Monitoring of Mitigation Areas, Detention Areas, Upland Prairie Areas, and Enhancement Areas (2016)	Each Visit	2	$1,350.00	$2,700.00

44	Annual Monitoring Report Preparation (2016)	Each	1	$900.00	$900.00
2015 FALL THROUGH 2016 SUMMER WORK TOTAL					**$204,608.00**
2016 FALL THROUGH 2017 SUMMER WORK					
1	Wetland Creation Area 1 & Extra Wetland Creation Area 1 Routine Herbicide Application/Cutting Visits - 3.25 acre (Year 2 2016/2017)	Each Visit	6	$650.00	$3,900.00
2	Extra Wetland Creation Area 2 Routine Herbicide Application/Cutting Visits - 0.27 acre (Year 2 2016/2017)	Each Visit	6	$200.00	$1,200.00
3	High Quality Prairie Buffer Around Wetland 1, Pond 5 and Pond 6 Routine Herbicide Application/Cutting Visits - 6.3 acres (Year 2 2016/2017)	Each Visit	6	$1,300.00	$7,800.00
4	Detention Ponds 5 and 6 High Quality Emergent Shelf Routine Herbicide Application/Cutting Visits - 2.8 acres (Year 2 2016/2017)	Each Visit	6	$650.00	$3,900.00
5	Low Quality Prairie Buffer (South of Ponds 5 and 6) Routine Herbicide Application/Cutting Visits 5.39 acres (Year 2 2016/2017)	Each Visit	6	$1,700.00	$10,200.00
6	Detention Pond 4 Low Quality Emergent Shelf Routine Herbicide Application/Cutting Visits 0.62 acre (Year 2 2016/2017)	Each Visit	6	$250.00	$1,500.00
7	Detention Pond 4 Upland Prairie Buffer Area Routine Herbicide Application/Cutting Visits 1.67 acres (Year 2 2016/2017)	Each Visit	6	$500.00	$3,000.00
8	Detention Pond 1 Prairie Buffer and Western Prairie Area Assoc with Wetland Area 7 Routine Herbicide Application/Cutting Visits 3.25 acres (Year 2 2016/2017)	Each Visit	6	$650.00	$3,900.00
9	Detention Pond 1 Emergent Shelf Routine Herbicide Application/Cutting Visits 0.88 acre (Year 2 2016/2017)	Each Visit	6	$250.00	$1,500.00
10	Detention Ponds 2 & 3 Low Quality Prairie Buffer Routine Herbicide Application/Cutting Visits 4.5 acre (Year 2 2016/2017)	Each Visit	6	$800.00	$4,800.00
11	Detention Ponds 2 & 3 Emergent Shelf Routine Herbicide Application/Cutting Visits 1.1 acre (Year 2 2016/2017)	Each Visit	6	$250.00	$1,500.00
12	Enhancement Wetlands 6, 7, 17s Routine Herbicide Application/Cutting Visits 5.65 acre (Year 2 2016/2017)	Each Visit	6	$950.00	$5,700.00
13	Enhancement Wetlands 6, 7,17s Woody Re-sprout Treatments 5.65 acre (2016/2017)	Each Treatment	2	$5,650.00	$11,300.00
14	Enhancement Wetland Area 9 Low Quality Prairie Buffer Routine Herbicide Application/Cutting Visits 1.76 acre (Year 2 2016/2017)	Each Visit	6	$425.00	$2,550.00
15	Enhancement Wetland 9 Routine Herbicide Application/Cutting Visits 3.15 acre (Year 2 2016/2017)	Each Visit	6	$625.00	$3,750.00

16	Enhancement Wetland Areas 10 and 11 Low Quality Prairie Buffer Routine Herbicide Application/Cutting Visits 1.41 acre (Year 2 2016/2017)	Each Visit	6	$425.00	$2,550.00
17	Enhancement Wetlands 10 and 11 Routine Herbicide Application/Cutting Visits 1.22 acre (Year 2 2016/2017)	Each Visit	6	$400.00	$2,400.00
18	Semi-Annual Monitoring of Mitigation Areas, Detention Areas, Upland Prairie Areas, and Enhancement Areas (2017)	Each Visit	2	$1,350.00	$2,700.00
19	Annual Monitoring Report Preparation (2017)	Each	1	$900.00	$900.00
2016 FALL THROUGH 2017 SUMMER WORK TOTAL					**$75,050.00**
2017 FALL THROUGH 2018 SUMMER WORK					
1	Wetland Creation Area 1 & Extra Wetland Creation Area 1 Routine Herbicide Application/Cutting Visits - 3.25 acre (Year 3 2017/2018)	Each Visit	5	$650.00	$3,250.00
2	Extra Wetland Creation Area 2 Routine Herbicide Application/Cutting Visits - 0.27 acre (Year 3 2017/2018)	Each Visit	5	$200.00	$1,000.00
3	Extra Wetland Creation Area 2 Prescribed Burn - 0.27 acre (Year 3 2017/2018)	Each	1	$500.00	$500.00
4	High Quality Prairie Buffer Around Wetland 1, Pond 5 and Pond 6 Routine Herbicide Application/Cutting Visits - 6.3 acres (Year 3 2017/2018)	Each Visit	5	$1,300.00	$6,500.00
5	Detention Ponds 5 and 6 High Quality Emergent Shelf Routine Herbicide Application/Cutting Visits - 2.8 acres (Year 3 2017/2018)	Each Visit	5	$650.00	$3,250.00
6	Low Quality Prairie Buffer (South of Ponds 5 and 6) Routine Herbicide Application/Cutting Visits 5.39 acres (Year 3 2017/2018)	Each Visit	5	$1,700.00	$8,500.00
7	Low Quality Prairie Buffer (South of Ponds 5 and 6) Prescribed Burn 5.39 acres (Year 3 2017/2018)	Each	1	$3,200.00	$3,200.00
8	Detention Pond 4 Low Quality Emergent Shelf Routine Herbicide Application/Cutting Visits 0.62 acre (Year 3 2017/2018)	Each Visit	5	$250.00	$1,250.00
9	Detention Pond 4 Upland Prairie Buffer Area Routine Herbicide Application/Cutting Visits 1.67 acres (Year 3 2017/2018)	Each Visit	5	$500.00	$2,500.00
10	Detention Pond 4 Emergent and Prairie Prescribed Burn 2.29 acres (2017/2018)	Each	1	$1,300.00	$1,300.00
11	Detention Pond 1 Prairie Buffer and Western Prairie Area Assoc with Wetland Area 7 Routine Herbicide Application/Cutting Visits 3.25 acres (Year 3 2017/2018)	Each Visit	5	$650.00	$3,250.00
12	Detention Pond 1 Emergent Shelf Routine Herbicide Application/Cutting Visits 0.88 acre (Year 3 2017/2018)	Each Visit	5	$250.00	$1,250.00

13	Detention Pond 1 Emergent and Prairie Prescribed Burn 4.13 acres (2017/2018)	Each	1	$2,100.00	$2,100.00
14	Detention Ponds 2 & 3 Low Quality Prairie Buffer Routine Herbicide Application/Cutting Visits 4.5 acre (Year 3 2017/2018)	Each Visit	5	$800.00	$4,000.00
15	Detention Ponds 2 & 3 Emergent Shelf Routine Herbicide Application/Cutting Visits 1.1 acre (Year 3 2017/2018)	Each Visit	5	$250.00	$1,250.00
16	Detention Ponds 2 & 3 Emergent and Prairie Prescribed Burn 5.6 acres (2017/2018)	Each	1	$2,800.00	$2,800.00
17	Enhancement Wetlands 6, 7, 17s Routine Herbicide Application/Cutting Visits 5.65 acre (Year 3 2017/2018)	Each Visit	5	$950.00	$4,750.00
18	Enhancement Wetlands 6, 7,17s Woody Re-sprout Treatments 5.65 acre (2017/2018)	Each Treatment	1	$5,650.00	$5,650.00
19	Enhancement Wetland Area 9 Low Quality Prairie Buffer Routine Herbicide Application/Cutting Visits 1.76 acre (Year 3 2017/2018)	Each Visit	5	$425.00	$2,125.00
20	Enhancement Wetland Area 9 Prairie Buffer Prescribed Burn 1.76 acres (2017/2018)	Each	1	$900.00	$900.00
21	Enhancement Wetland 9 Routine Herbicide Application/Cutting Visits 3.15 acre (Year 3 2017/2018)	Each Visit	5	$625.00	$3,125.00
22	Enhancement Wetland Areas 10 and 11 Low Quality Prairie Buffer Routine Herbicide Application/Cutting Visits 1.41 acre (Year 3 2017/2018)	Each Visit	5	$425.00	$2,125.00
23	Enhancement Wetland Areas 10 and 11 Prairie Buffer Prescribed Burn 1.41 acres (2017/2018)	Each	1	$800.00	$800.00
24	Enhancement Wetlands 10 and 11 Routine Herbicide Application/Cutting Visits 1.22 acre (Year 3 2017/2018)	Each Visit	5	$400.00	$2,000.00
25	Semi-Annual Monitoring of Mitigation Areas, Detention Areas, Upland Prairie Areas, and Enhancement Areas (2018)	Each Visit	2	$1,350.00	$2,700.00
26	Annual Monitoring Report Preparation (2018)	Each	1	$900.00	$900.00
27	Preparation and Submission of a Long-Term Management Plan (2018)	Each	1	$675.00	$675.00
2017 FALL THROUGH 2018 SUMMER WORK TOTAL					**$71,650.00**
3 YEAR TOTAL (2015 FALL THROUGH 2018 SUMMER)					**$351,308.00**

WARRANTY: ENCAP, Inc. will warranty all work outlined in this contract to meet permit requirements if all work is completed by ENCAP, Inc.

*****RETAINAGE: ENCAP, Inc. agrees that the City of Woodstock, or its designee, will hold 5% retainage from each invoice until final sign-off from the USACE, at which time the final performance criteria have been met, and all retainage will be released.***

Payment Agreement

Bond Safeguard Insurance Company, (hereinafter "Client") shall be solely liable for the timely payment of all amounts invoiced under this proposal. Invoices will be tendered by ENCAP, Inc. ("ENCAP") from time to time, but no more frequently than every two weeks, and shall be due and payable upon receipt. If Client objects to all or any portion of an invoice, Client shall nevertheless timely pay the undisputed amount of such invoice and promptly advise ENCAP in writing of the reasons for disputing any amount.

Client shall pay an additional charge of two (2) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by ENCAP more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payments shall first be applied to accrued interest and then to the unpaid principal amount.

If Client fails to pay invoiced amounts within thirty (30) calendar days of the date of the invoice, ENCAP may at any time, without waiving any other claim against Client and without incurring any liability to Client, suspend or terminate performance under this Agreement as long as any hazardous conditions created by ENCAP'S previously performed services are rendered non-hazardous to Clients employee's, agents and subcontractors, the general public, and the environment. Termination shall not relieve Client of its obligation to pay amounts incurred up to termination. ENCAP shall be entitled to recover any and all costs of collection associated with recovery of amounts due under this Payment Agreement, including but not limited to reasonable attorney's fees.

Client will indemnify and hold harmless ENCAP and its representatives, agents, employees, and successors and assigns from and against any and all claims, suits, actions, losses, penalties, fines, and damages of any nature whatsoever, and shall pay any reasonable attorney's fees, expert witnesses fees, and ENCAP fees, and court costs arising or resulting from (1) Client's breach of this Agreement; or (2) Client's negligence or intentional misconduct.
* All Legal Proceedings to be conducted in DeKalb County *

Client shall accept full responsibility for payment notwithstanding any other agreement with owner or other party, and in no event will any provision in a contract, agreement, or understanding which conditions Client's payment to ENCAP upon receipt of the payment from any other party relieve Client from responsibility for payment to ENCAP.

The Land Conservancy of McHenry County is hereby named as a third party beneficiary of this contract.

By: ENCAP, Inc. By: Bond Safegaurd Insurance Company

Jonathan Koepke	Date	Jeremy T. Sentman	Date

12/7/2011 1:24:05 AM
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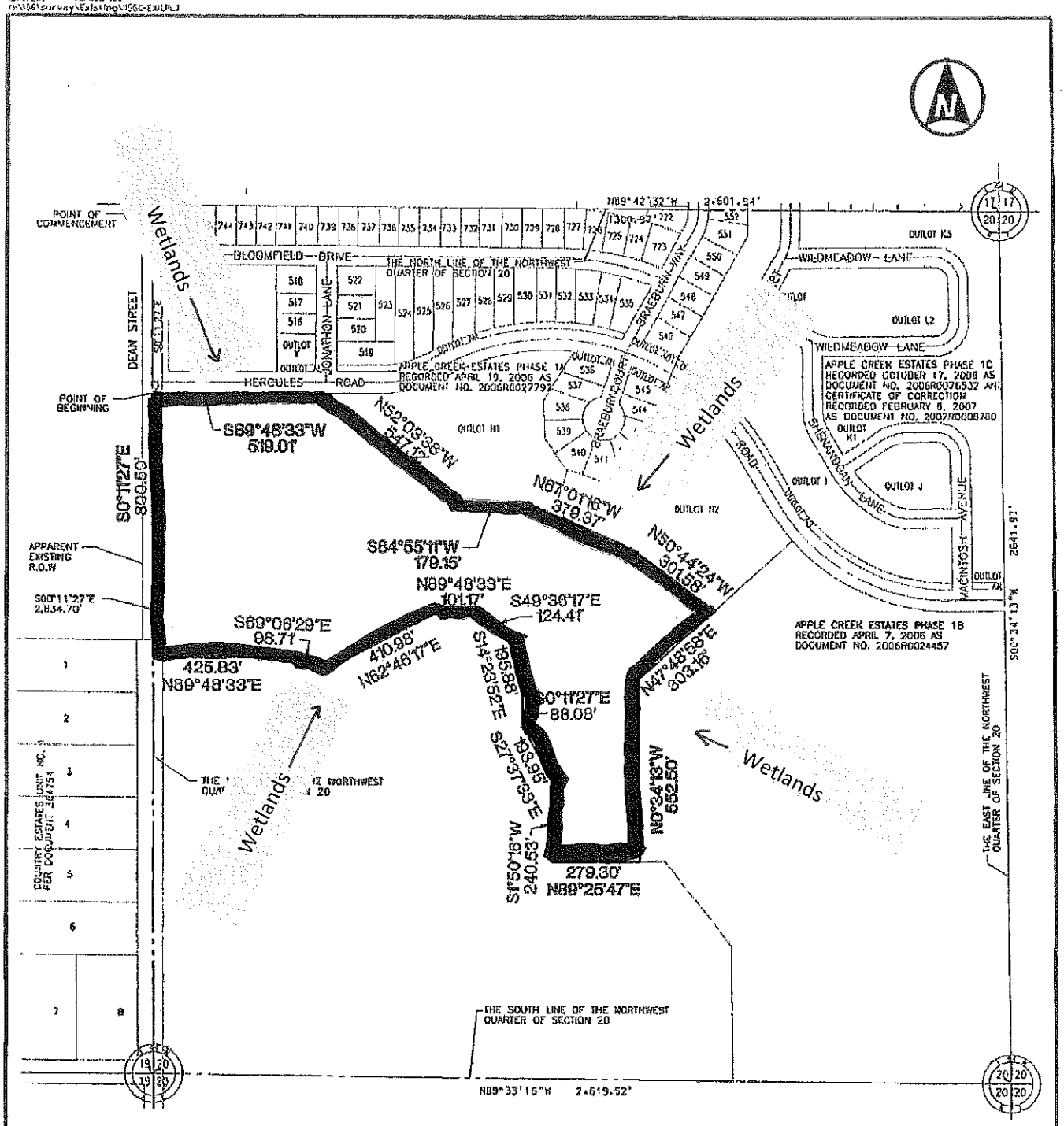

SURVEYOR'S NOTES:

1. BEARINGS BASED ON ILLINOIS EAST STATE PLANE COORDINATE SYSTEM.

GENERAL NOTES:

1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
2. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENTS.

Mackie Consultants, LLC
9575 W. Higgins Road, Suite 600
Rosemont, IL 60018
(847)696-1400
www.mackieconsult.com

DATE	DESCRIPTION OF REVISION	BY

LOT	
DESIGNED	
DRAWN	DAG
APPROVED	MTB
DATE	12-09-11
SCALE	1"=400'

SHEET 1 OF 1

PROJECT 1155

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WETLAND MITIGATION PARCEL LEGAL DESCRIPTION:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE SOUTH 00 DEGREES 11 MINUTES 27 SECONDS EAST, A DISTANCE OF 570.20 FEET, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 20 TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 11 MINUTES 27 SECONDS EAST, A DISTANCE OF 800.50 FEET CONTINUING ALONG SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 20; THENCE NORTH 89 DEGREES 48 MINUTES 33 SECONDS EAST, A DISTANCE OF 425.83 FEET ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE SOUTH 69 DEGREES 06 MINUTES 29 SECONDS EAST, A DISTANCE OF 98.71 FEET; THENCE NORTH 62 DEGREES 46 MINUTES 17 SECONDS EAST, A DISTANCE OF 410.98 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 33 SECONDS EAST, A DISTANCE OF 101.17 FEET; THENCE SOUTH 49 DEGREES 36 MINUTES 17 SECONDS EAST, A DISTANCE OF 124.41 FEET; THENCE SOUTH 14 DEGREES 23 MINUTES 52 SECONDS EAST, A DISTANCE OF 195.88 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 27 SECONDS EAST, A DISTANCE OF 88.08 FEET; THENCE SOUTH 27 DEGREES 37 MINUTES 33 SECONDS EAST, A DISTANCE OF 193.95 FEET; THENCE SOUTH 01 DEGREES 50 MINUTES 16 SECONDS WEST, A DISTANCE OF 240.53 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 47 SECONDS EAST, A DISTANCE OF 279.30 FEET ALONG A LINE AT RIGHT ANGLES TO THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 20; THENCE NORTH 00 DEGREES 34 MINUTES 13 SECONDS WEST, A DISTANCE OF 552.50 FEET, ALONG A LINE 1127.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 20; THENCE NORTH 47 DEGREES 48 MINUTES 58 SECONDS EAST, A DISTANCE OF 303.16 FEET; THENCE NORTH 50 DEGREES 44 MINUTES 24 SECONDS WEST, A DISTANCE OF 301.58 FEET; THENCE NORTH 67 DEGREES 01 MINUTES 16 SECONDS WEST, A DISTANCE OF 379.37 FEET; THENCE SOUTH 84 DEGREES 55 MINUTES 11 SECONDS WEST, A DISTANCE OF 179.15 FEET; THENCE NORTH 52 DEGREES 03 MINUTES 38 SECONDS WEST, A DISTANCE OF 547.12 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 33 SECONDS WEST, A DISTANCE OF 519.01 FEET, ALONG A LINE AT RIGHT ANGLES TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 20 TO SAID WEST LINE OF NORTHWEST QUARTER OF SECTION 20 SAID POINT ALSO BEING THE POINT OF BEGINNING, IN McHENRY COUNTY, ILLINOIS.

CONTAINING 1,107,600 SQ.FT. OR 25.427 AC., MORE OR LESS

N:\1156\survey\Text\ Wetland Mitigation Parcel Legal Description.doc

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MANAGEMENT AGREEMENT
by and between
THE CITY OF WOODSTOCK
and
THE LAND CONSERVANCY OF McHENRY COUNTY

This Management Agreement ("Agreement") is made this ___ day of _____, 2015 by and between The Land Conservancy of McHenry County, an Illinois not-for-profit corporation ("TLC") and the City of Woodstock, an Illinois municipal corporation ("City").

WHEREAS, the City desires to have the wetland depicted in Exhibit A attached hereto ("Wetland") managed by TLC; and

WHEREAS, TLC has expertise in the preservation and management of ecologically significant natural areas for scientific and educational purposes and is willing to contribute its expertise in managing the Wetland.

NOW THEREFORE, for good and valuable consideration in hand received and acknowledged by each of the City and TLC, the parties agree to the following:

1. **TLC Responsibilities.** Upon the terms and conditions set forth below, TLC shall undertake and complete the following responsibilities with respect to the Wetland:

a. Remove alien vegetation, litter and debris through normally accepted management practices, including but not limited to periodic burns;
b. Work to prevent the resprouting of non-native vegetation by selectively herbiciding plants;
c. Add native flora compatible with the existing environment;
d. Educate the members of the Master Homeowner's Association for the "Apple Creek" development, as described below in paragraph 2, especially those living on the adjacent lots upslope of the Wetland, by such means as brochures, organizing volunteer meetings, education walks, etc.;
e. Cooperate with the City Public Works Department and Recreation Department in coordinating the Wetland's use with educational programs;
f. Cooperate with the City in developing and maintaining appropriate stormwater pollution management programs;
g. Field phone calls concerning the Wetland;
h. Prepare an annual status report for the City Public Works Director, which shall be available for public inspection; and
i. From time to time submit a budget to the City setting forth TLC's anticipated costs in managing the Wetland as described above.

At all times while performing this Agreement, TLC shall comply with the Army Corps of Engineers Permit No. LRC-2004-12891 for the Wetland and that certain Wetland Mitigation Plan Summary and Monitoring Plan.

Such responsibilities by TLC shall be undertaken only after the City sends notice to the relevant owner or homeowner's association and such owner and/or homeowner's association fails to complete such responsibilities within a fifteen-day interval and any extended time granted by the City.

2. **City Responsibilities.** The parties acknowledge that the City, Bond Safeguard Insurance Company, TLC, Hawthorn 45, LLC and Woodstock 150, LLC entered into a Settlement Agreement pursuant to which Hawthorn 45, LLC was to cause the Apple Creek Community Association, LLC (the "Association") to be reinstated with the Illinois Secretary of State for the "Apple Creek" development. If the Association fails to pay the amounts for maintenance of the Wetland as contemplated by the Settlement Agreement to TLC, TLC shall notify the City of same and submit a budget to the City for the maintenance of the Wetland for the following year. Upon approval of the budget by the City, which shall not be unreasonably withheld, the City shall adopt a levy relative to *City of Woodstock Ordinance No. 07-O-29 entitled An Ordinance Ratifying the Establishment of Special Service Area Number 12 within the City of Woodstock for the Property Commonly Known as Apple Creek Development* recorded on April 13, 2007 as document No. 2007R0025409 with the McHenry County Recorder's Office (the "Ordinance") which shall not exceed the amount contemplated under the budget provided for in that certain Amended and Restated Open Space Management Agreement entered into pursuant to the Settlement Agreement.

The City shall turn over the portion of funds that it receives from each such levy, in the amount of the approved budget, to TLC for TLC's management and maintenance of the Wetland. Under no circumstance shall the City be responsible to pay TLC any additional money or other compensation other than the funds it receives from each such levy adopted relative to the Ordinance, in accordance with the budget approved by the City..

TLC acknowledges that the levy adopted relative to the Ordinance may be higher than an amount approved in a budget submitted by TLC and approved by the City, with the difference being applied to "Special Services", as set forth in the Ordinance, that may not be related to maintenance of the Wetland.

3. **Insurance.** TLC shall provide a valid certificate of liability insurance naming the City as an additional insured. TLC shall cause any contractor which will do work on the Wetland to furnish TLC with a valid certificate of liability insurance naming TLC and the City as additional insureds prior to undertaking such work.

4. **Duration.** This Agreement shall be effective for a period of ten (10) years. The Agreement shall be automatically renewed on an annual basis after such ten-year period, unless at least sixty (60) days prior to such annual renewal, either party serves notice of termination of this Agreement.

5. **Notices.** Where this Agreement requires notice or submission of any type of document, the notice or the documentation shall be hand delivered or mailed to the parties or their successors at the addresses set forth below:

For the Land Conservancy:	Lisa Haderlein, Executive Director The Land Conservancy of McHenry County P.O. Box 352 Woodstock, Illinois 60098
With Copy to:	Melissa Cooney Zukowski, Rogers, Flood & McArdle 50 N. Virginia Street Woodstock, Illinois 60098
For the City:	Paul Ruscko, Public Works Director 121 West Calhoun Street Woodstock, Illinois 60098
With Copy to:	Ruth A. Schlossberg Zukowski, Rogers, Flood & McArdle 50 N. Virginia Street Woodstock, Illinois 60098

If notice is mailed, it shall be effective when deposited in the mail.

6. **Conflict.** The parties agree that if there is a conflict or inconsistency between this Agreement and the Memorandum of Understanding by and among TLC, the City, Apple Creek Community Association, LLC and Apple Creek Estates, LLC or the Open Space Management Agreement regarding Apple Creek by and among TLC, the Apple Creek Estate Community Association, LLC and Apple Creek Estates, LLC, this Agreement shall control, govern and prevail.

However, the parties agree that if there is a conflict or inconsistency between this Agreement and the Grant of Conservation Easement between TLC and Apple Creek, LLC, the terms, provisions and conditions of the Conservation Easement shall control, govern and prevail.

7. **Authority.** Each signatory represent and warrants to every other party that each is a duly authorized signatory with authority to bind the relevant party.

IN WITNESS THEREOF, the parties hereto have executed this Agreement, the date and year first set forth above.

THE LAND CONSERVANCY OF McHENRY COUNTY

By: _____
Lisa Haderlein, Executive Director

THE CITY OF WOODSTOCK

By: _____
Brian Sager, PhD, Mayor

By: _____
Cindy Smiley, City Clerk

Amended and Restated Open Space Management Agreement Re: Apple Creek

This Agreement is entered into between Woodstock 150, LLC, an Illinois limited liability company (the "Current Declarant"), The Land Conservancy of McHenry County ("TLC"), and the Apple Creek Estates Community Association, LLC, an Illinois limited liability company ("Community Association"). This Agreement is also executed by the City of Woodstock (the "Municipality") for the purpose of acknowledging and approving the terms hereof.

RECITALS

Capitalized terms used herein, if not specifically defined herein, shall have the meanings assigned to them in the Amended and Restated Community Declaration for Apple Creek which is attached hereto as Exhibit F (the "Amended and Restated Declaration").

Apple Creek Estates (the "Development") is a residential development, located in the City of Woodstock, Illinois, which was originally planned to consist of the real estate which is legally described in Exhibit A-1 hereto ("Original Development Area"). The scope of the Original Development Area was substantially reduced to now consist of the real estate which is legally described in Exhibit A-2 hereto ("Current Development Area").

Apple Creek Estates, LLC, an Illinois limited liability company, was the original developer of the Development and the original declarant under the Community Declaration defined below ("Original Declarant"). The Original Declarant went through bankruptcy. An affiliate of the Current Declarant, Hawthorn 45, LLC, an Illinois limited liability company ("Hawthorn 45") acquired from the Trustee in Bankruptcy title to portions of the Original Development Area which had not yet been sold to homeowners. Hawthorn 45 sold portions of the Original Development Area to a third party which is currently farming such portions. Those portions, other than a parcel which will be conveyed to the Community Association to become part of the Conservation Easement Area, were removed from the Original Development Area and are not part of the Current Development Area.

The Original Declarant recorded that certain Community Declaration for Apple Creek Estates in McHenry County, Illinois on October 20, 2006 as Doc. No. 2006R0077368 ("Community Declaration"). The Community Declaration was recorded with respect to a portion of the Original Development Area, with the plan to expand the scope of the Community Declaration to cover the entire Original Development Area. The current expectation and plan is now that the Community Declaration will eventually cover the Current Development Area.

That certain Open Space Management Agreement RE: Apple Creek was entered into as of December 17, 2007 ("Original Agreement") between and among TLC, the Community Association and the Original Declarant (the Original Declarant was identified and defined therein as the "Developer"). The Current Declarant acquired from the Trustee in Bankruptcy, and currently holds, the Declarant rights provided for under the Community Declaration which rights were originally held by the Original Declarant.

Portions of the Development are, or will be designated as, "Conservation Easement Area" and will be modified and mitigated per plans approved by the U.S. Army Corps of Engineers

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("Army Corps"). From and after such time as each Phase (defined in Paragraph 1 below) of Conservation Easement Area is approved by the Army Corps, TLC will be responsible for maintaining such Phase.

Each portion of Conservation Easement Area either has been, or will be, made subject to the Community Declaration as Conservation Easement Area and either has been, or will be made subject to that certain Grant of Conservation Easement, recorded in McHenry County, Illinois on December 27, 2007, as Document No. 2007R0083103 (a copy of which is attached hereto as Exhibit D), as amended from time to time. Each portion of the Conservation Easement Area will be conveyed to, and owned by, the Community Association.

Each Owner of a Dwelling Unit (other than Declarant) will be required to pay assessments to the Community Association to pay, among other things, the cost of administrating and operating the Community Association and to also pay, to the Community Association, Conservation Easement Payments (as defined in the Community Declaration) which will be paid to TLC to cover a portion of the cost of maintaining the Conservation Easement Areas.

The Current Declarant, TLC and the Community Association have reached certain agreements concerning matters relating to the Conservation Easement Areas referred to in the Community Declaration and the Original Agreement. Specifically, the parties have agreed to reduce the obligations of the Developer and the Declarant under the Original Agreement and the Community Declaration. In order to accurately reflect the agreements reached, the Original Agreement is hereby amended and restated to be and read, in its entirety, as follows:

1. Conservation Easement Areas. Attached hereto as Exhibit B is a site plan of the Current Development Area ("Site Plan") showing those areas which are currently planned to be designated as Conservation Easement Areas and those which, as of the date hereof, are already designated as Conservation Easement Areas. The Site Plan also shows the proposed phasing of the Conservation Easement Areas, with each phase sometimes being referred to herein as a "Phase". Each Phase shall be improved and mitigated pursuant to U.S. Army Corps of Engineers Permit No. LRC-2004-12981 (the "Permit") and that certain Wetland Mitigation Plan Summary and Management and Monitoring Plan, revised June 19, 2006 (the "Plan"), as such Permit or Plan may be revised or amended from time to time. From and after such time as the work on each Phase is completed and approved by the U.S. Army Corps, TLC shall be responsible for the maintenance repair and replacement of the Conservation Easement Area in such Phase in accordance with the maintenance standards set forth in Exhibit C hereto, as Exhibit C may be amended by agreement of the Community Association and TLC from time to time.

2. Restrictions. The Conservation Easement Area shall be subject to those covenants and restrictions which are set forth in the Grant of Conservation Easement which is attached hereto as Exhibit D, as amended from time to time. The Community Declaration obligates the Community Association to enforce the terms of the covenants and restrictions set forth in Exhibit D. If TLC requests the Community Association to enforce such covenants and restrictions against an Owner of a Dwelling Unit under the Community Declaration and the Community Association fails or refuses to do so, then TLC shall have the right to bring an action against the defaulting Owner, as provided in the Declaration.

3. Conservation Easement Payments.

(a) TLC and the Community Association entered into that certain Conservation Easement Area Maintenance Fund and Endowment Fund Escrow Agreement with First American Title Insurance Company as Escrowee, dated December 17, 2007 ("Escrow"). There are currently funds in the Escrow. TLC and the Community Association shall terminate the Escrow and direct the Escrowee to pay all funds then in escrow, less any administrative fees, to TLC.

(b) Each year before October 31, TLC shall furnish to the Community Association a budget for the ensuing calendar year, which shall show, in reasonable detail, the amount of funds proposed to be collected by the Community Association from the Owners of Dwelling Units (other than Declarant) in the ensuing calendar year and disbursed to TLC to be used by TLC to pay for maintenance of the Conservation Easement Areas in the upcoming year, including funds to be held by TLC in reserve for future maintenance or replacements ("Annual Open Space Budget"). As long as the total funds provided for in the Annual Open Space Budget divided by the number of Dwelling Units then subject to assessment under the Community Declaration ("Proposed Annual Dwelling Unit Payment") is less than $25 multiplied by the percentage increase in the Cost of Living Index (defined below) during the period between (i) the date of the Recording of the Amended and Restated Declaration and (ii) the date of the proposed Annual Open Space Budget ("Maximum Permitted Dwelling Unit Payment"), the Annual Open Space Budget shall be approved and the Proposed Annual Dwelling Unit Payment shall be the Conservation Easement Payment for the upcoming year (as provided for in the Community Declaration). For purposes hereof the Cost of Living Index shall be the Consumer Price Index, All Urban Consumers, U.S. City Average, All Items (1982-84=100) as published from time to time by the Bureau of Labor Statistics or if the Index shall cease being published, such other index or standard designated by the agreement of TLC and the Community Association. If, however, the Proposed Annual Dwelling Unit Payment is greater than the Maximum Permitted Dwelling Unit Payment, the Conservation Easement Payment for the ensuing calendar year shall not be greater than the Maximum Permitted Dwelling Unit Payment be unless agreed to by the Board of Managers of the Community Association. Notwithstanding the foregoing, TLC and the Community Association may agree to increase or decrease the Conservation Easement Payment from time to time.

4. SSA. The parties acknowledge that the City has, or will, establish what is commonly known as a "backup SSA" pursuant to the provision of Section 5 of the Annexation Agreement between the City and the Original Developer dated August 11, 2005, and recorded in McHenry County, Illinois as Document No. 2005R0076249.

5. Remedies.

(a) In the event of a failure by a party hereto to perform any of its obligations hereunder, if such failure should continue for thirty (30) days after written notice to such party by another party, the party giving such notice shall have all rights and remedies at law or in equity. Without limiting the foregoing, if at any time, in the reasonable judgment of the Community Association, TLC is not satisfactorily performing its obligations under this Agreement, the Community Association shall notify TLC in writing with reasonable detail as to the deficiencies. TLC shall then have 30 days in which to cure such deficiencies or, if such deficiencies are not capable of cure within 30 days, to commence the cure and diligently proceed to complete the cure. If TLC does not cure the deficiencies or commence to diligently pursue the cure of the deficiencies within 30 days, then the Community Association shall have the right to remedy the deficiencies. In such case, the Community Association shall have the right to apply Conservation Easement Payments to pay or reimburse the Community Association for the cost of such remedy. Without limiting the foregoing, if TLC ceases to exist or if TLC materially defaults in its obligations under this Agreement, then the Community Association shall have the right to seek a court order appointing another conservation entity or the Community Association to succeed to TLC's rights and powers under this Agreement as provided in Section 26 of the Grant of Conservation Easement.

(b) If at any time the parties are unable to agree on the amount of the Conservation Easement Payment (pursuant to Paragraph 3 above) or if another dispute or disagreement arises under this Agreement, then prior to commencing an action or self help under (a) above, if written notice is given by one party to another of its desire to mediate the issue, the parties shall attempt in good faith to resolve the issue through mediation, with the assistance of a mediator to be agreed to by the parties using a mediator provided by, and using procedures currently in effect for mediation using the American Arbitration Association, Judicial Arbitration and Mediation Service or another mediation service provider agreed upon by the parties The cost of the mediation, including fees of the mediator, if any, shall be shared equally by the parties.

6. Assignment. TLC may assign its rights hereunder as provided in the Grant of Conservation Easement. In addition, the provisions of Paragraph 26 of the Grant of Conservation Easement shall apply to determine the assignee of the rights and obligations of TLC hereunder under the circumstances set forth therein. The Community Association shall assign its rights and obligations hereunder to an entity which succeeds to or is assigned the rights and obligations of the Community Association under the Community Declaration.

7. Amendment of Community Declaration/Release of Current Declarant. The Current Declarant is authorized and directed (with the concurrence of the Municipality) to amend and restate the Community Declaration to reflect the agreements made herein and to otherwise

modify and amend the Community Declaration to conform with the changes made to the scope of the Development, as mentioned above, and to otherwise correct errors, omissions, ambiguities or inconsistencies between the revised plan for the Development and the Community Declaration as it currently reads. Without limiting the foregoing, the Current Declarant, its successors and assigns, are hereby released from any obligation to modify, mitigate or maintain any portion of any Conservation Easement Area; it being understood and agreed that TLC shall assume the obligations previously imposed on the Developer under the Original Agreement and the Declarant under the Community Declaration with respect to the Conservation Easement Areas and the Amended and Restated Community Declaration shall reflect such changes. A draft of the proposed Amended and Restated Community Declaration which has been approved by TLC and the Municipality is attached hereto as Exhibit E. The Municipality is executing this agreement for the purpose of acknowledging and approving the terms hereof, including without limitation (i) acknowledging that the Current Declarant, its successors and assigns, are hereby released from any obligation to modify, mitigate or maintain any portion of any Conservation Easement Area and (ii) approving and directing the Current Declarant to amend the Community Declaration by Recording the Amended and Restated Declaration attached hereto as Exhibit E.

Dated: June __, 2015

The Land Conservancy of McHenry County, an Illinois not for profit corporation

By: _____
Sandra Scheinfeld, President

Attest: _____
Stephen Wenzel, Secretary

The City of Woodstock

By: _____

Woodstock 150, LLC, an Illinois limited liability company

By: _____
Peter Brennan, its manager

Apple Creek Estates Community Association, LLC, an Illinois limited liability company

By: _____

Exhibits

A-1	The Original Development Area
A-2	The Current Development Area
B.	Site Plan
C.	Maintenance Standards for Conservation Easement Areas
D.	Grant of Conservation Easement
E.	Amended and Restated Community Declaration

EXHIBIT A

The Original Development Area

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, THE NORTHWEST QUARTER OF SECTION 20, THE WEST 1/2 OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21 (EXCEPT THE NORTH 160 FEET OF THE WEST 347.3 FEET THEREOF), AND THE SOUTH HALF OF SECTION 20 (EXCEPT THE WEST 350 FEET OF EQUAL WIDTH OFF THE SOUTHWEST QUARTER OF SAID SECTION 20 LYING SOUTHERLY OF THE CENTER OF LUCAS ROAD), ALL IN TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS.

EXHIBIT A-2

The Current Development Area

Note: Include property to be conveyed by farmer (Gibbons?)

EXHIBIT B

Site Plan

[See attached]

EXHIBIT C

Maintenance Standards for Conservation Easement Areas

1. The estimated vegetative coverage of all species in the prairie communities shall be no less than 90% and no area greater than 1.0 meter square shall be void of vegetation.

2. The estimated relative coverage of non-native species in the prairie communities shall not exceed 15%.

3. The estimated combined relative coverage of reed canary grass *(Phalaris arundinacea)*, purple loosestrife *(Lythrum salicaria)* and common reed *(Phragmites australis)* in the wetland creation areas, Apple Creek and naturalized detention basins shall not exceed 10%.

4. The estimated relative coverage of cattails in the wetland creation areas and Apple Creek shall not exceed 30%.

5. The estimated relative coverage of non-native herbaceous species in the woodland enhancement areas shall not exceed 30%.

6. The estimated relative coverage of buckthorn *(Rhamnus* spp.) in the woodland enhancement areas shall not exceed 20%.

7. The native FQI for the naturalized areas in aggregate shall not be less than 25.0.

8. These Maintenance Standards may be amended from time to time by agreement of the Community Association and TLC.

EXHIBIT D

Grant of Conservation Easement

[See attached]

EXHIBIT E

Amended and Restated Community Declaration

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Brian Meltzer
MELTZER, PURTILL & STELLE LLC
1515 East Woodfield Road
Second Floor
Schaumburg, Illinois 60173-5431

ABOVE SPACE FOR RECORDER'S USE ONLY

AMENDED AND RESTATED COMMUNITY DECLARATION FOR APPLE CREEK ESTATES

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AMENDED AND RESTATED
COMMUNITY DECLARATION FOR APPLE CREEK ESTATES

This Amended and Restated Community Declaration is made by Woodstock 150, LLC, LLC, an Illinois limited liability company ("Declarant").

RECITALS

The Community Declaration for Apple Creek Estates was originally Recorded by Apple Creek Estates, LLC ("Original Declarant") on October 20, 2006 in McHenry County, Illinois as Document Number 2006R0077368 ("Original Declaration"). The Original Declaration was supplemented and amended by the following documents:

Document	Recording Date	Recording No.
Supplement No. 1	10/28/06	2006R0078523
Supplement No. 2	11/06/06	2006R0081628
Supplement No. 3	11/22/06	2006R0086045
Supplement No. 4	12/08/06	2006R0089842
Supplement No. 5	02/14/07	2007R0010463
Supplement No. 6	03/19/07	2007R0018017
Supplement No. 7	04/19/07	2007R0026761
Supplement No. 8	06/12/07	2007R0040743
Supplement No. 9	07/12/07	2007R0048022
Supplement No. 10	08/15/07	2007R0055932
Supplement No. 11	09/06/07	2007R0060780
Supplement No. 12 and Special Amendment No. 1	09/20/07	2007R0063761
Supplement No. 13	10/25/07	2007R0071218
Supplement No. 14	11/29/07	2007R0078330
Supplement No. 15	09/19-08	2008R0049839

As of the date hereof, the real estate which is legally described in Exhibit B hereto is subject to the Original Declaration.

The Apple Creek Estates development ("Development") is a phased development which was initially planned to eventually consist of some or all of the real estate which was legally described in Exhibit A to the Original Declaration ("Original Development Area").

As a result of the housing recession that began in 2007, the Original Declarant went through bankruptcy. An affiliate of the Declarant, Hawthorn 45, LLC, an Illinois limited liability company ("Hawthorn 45") acquired from the Trustee in Bankruptcy title to portions of the Original Development Area which had not yet been sold to homeowners. Hawthorn 45 sold portions of the Original Development Area to a third party, which is currently farming such portions. Accordingly, the scope of the Development has been reduced and is now planned to

eventually consist of some or all of the real estate which is legally described in Exhibit A hereto ("Current Development Area").

That certain Open Space Management Agreement Re: Apple Creek was entered into as of December 17, 2007 ("Original Open Space Management Agreement") between and among TLC, the Community Association and the Original Declarant (the Original Declarant was identified and defined therein as the "Developer").

The Declarant acquired from the Trustee in Bankruptcy, and currently holds, the Declarant rights provided for under this Community Declaration. The Declarant, TLC and the Community Association amended and restated the Original Open Space Management Agreement as of _____, 2015 .

Portions of the Development Area are or will be designated as "Conservation Easement Area" hereunder. TLC will be responsible for developing and maintaining each Conservation Easement Area per plans approved by the Municipality and/or the U.S. Army Corps of Engineers ("Army Corps"). Although the Original Declarant was obligated to perform mitigation work and maintenance with respect to Conservation Easement Areas, the Declarant, its successors and assigns, shall have no obligation to perform any work with respect to the Conservation Easement Areas.

From time to time the Declarant may subject additional portions of the Development Area to the provisions of this Community Declaration as Added Premises, as more fully described in Article Twelve, and shall designate portions of the Added Premises as Dwelling Units, Community Area or Conservation Easement Area. Each portion of the Added Premises will be made subject to this Community Declaration and may be made subject to another declaration, in which case each Owner of a Dwelling Unit shall be a member of both the Community Association and the association which administers the property which is subject to the other declaration. Nothing in this Community Declaration shall be construed as delegating to the Community Association or authorizing the Community Association to exercise any rights or powers on behalf of any such association. It is not intended that the Community Association shall be a "master association" as defined in Section 18.5(a) of the Act (765 ILCS 605/18.5(a)). Nothing in this Community Declaration shall be construed to require the Declarant to subject additional portions of the Development Area to the provisions of this Community Declaration. Those portions of the Development Area which are not made subject to the provisions of this Community Declaration as Premises may be used for any purposes not prohibited by law.

The Original Declarant formed the Community Association under the Illinois Limited Liability Act. The Community Association is responsible for administering and maintaining the Community Area and certain portions of dedicated right of ways and setting budgets and assessments to be levied against Dwelling Units to pay the expenses incurred in connection therewith. Each Owner of a Dwelling Unit shall be a member of the Community Association and shall be responsible for paying assessments with respect to each Dwelling Unit which is subject to assessment hereunder and owned by such Owner.

During the construction and marketing of the Development, the Declarant shall retain certain rights set forth in this Community Declaration, which rights shall include, without limitation, the right to come upon the Premises in connection with Declarant's efforts to build, market and sell Dwelling Units, the right, prior to the Turnover Date, to act as the sole manager of the Community Association as more fully described in Article Nine, and other rights reserved in Article Nine and other Sections of this Community Declaration.

Each portion of the Premises which is designated herein as Conservation Easement Area will be maintained by TLC. Each Owner (other than Declarant) will be required to pay Conservation Easement Payments to the Community Association which will be paid to TLC to cover a portion of the cost of maintaining the Conservation Easement Areas, as more fully provided in the Open Space Management Agreement.

Section 10.01 hereof provides that the Declarant has the right and power to make a "Special Amendment" to the Declaration for various reasons, including to correct errors, omissions, ambiguities or inconsistencies in the Declaration or any Exhibits thereto and/or to reflect changes in agreements between TLC and the Declarant. The Declarant desires to amend and restate the Community Declaration to incorporate and consolidate amendments previously made, to conform to changes to the Open Space Management Agreement and otherwise reflect agreements made between the Declarant, TLC and the Municipality.

NOW, THEREFORE, pursuant to the power reserved to the Declarant in Section 10.01 hereof, the Declarant hereby amends and restates the Community Declaration, to be and read in its entirety, as follows:

ARTICLE ONE
Definitions

For the purpose of brevity and clarity, certain words and terms used in this Community Declaration are defined as follows:

1.01 ASSOCIATION MAINTAINED ROW: Those landscaped areas located on dedicated rights of way which serve the Development, and improvements thereon, if any, (other than public roads), which are specifically designated in Part V of Exhibit B hereto as Association Maintained ROW, as Exhibit B may be amended from time to time.

1.02 BOARD: The board of managers of the Community Association, as constituted at any time or from time to time, in accordance with the applicable provisions of Article Five.

1.03 BY-LAWS OR OPERATING AGREEMENT: The By-Laws or Operating Agreement of the Community Association.

1.04 CHARGES: The Community Assessment, any special assessment levied by the Community Association, the Conservation Easement Payment and/or any other charges or payments which an Owner is required to pay or for which an Owner is liable under this Community Declaration or the By-Laws.

1.05 COMMUNITY AREA: Those portions of the Premises which are legally described in Part III of Exhibit B hereto, as Exhibit B may be supplemented or amended from time to time. The Community Area shall generally include landscaped areas, monument sign areas, bicycles paths located on the Community Area and/or Conservation Easement Area, and other recreational facilities.

1.06 COMMUNITY ASSESSMENT: The amounts which the Community Association shall assess and collect from the Owners to pay the Community Expenses and accumulate reserves for such expenses, as more fully described in Article Six.

1.07 COMMUNITY ASSOCIATION: Apple Creek Estates Community Association, LLC, an Illinois limited liability company, its successors and assigns.

1.08 COMMUNITY DECLARATION: This instrument with all Exhibits hereto, as amended or supplemented from time to time.

1.09 COMMUNITY EXPENSES: The expenses of administration (including management and professional services), operation, maintenance, repair, replacement and landscaping on the Community Area and Association Maintained ROW; the cost of maintenance, repair and replacement of improvements located on the Community Area and Association Maintained ROW; the cost of insurance for the Community Area and conservation Easement Areas; the cost of general and special real estate taxes, if any, levied or assessed against the Community Area and/or Conservation Easement Areas owned by the Community Association; the cost of, and the expenses incurred for, the maintenance, repair and replacement of personal property acquired and used by the Community Association in connection with the maintenance of the Community Area and Association Maintained ROW; and any expenses designated as Community Expenses by this Community Declaration.

1.10 CONSERVATION EASEMENT AREAS: Those portions of the Premises which are legally described in Part IV of Exhibit B hereto, as Exhibit B may be supplemented or amended from time to time; provided, that bike paths located on such portions of the Premises shall be Community Area and not Conservation Easement Area. Each portion of the Premises which is designated as Conservation Easement Area shall be subject to a "Grant of Conservation Easement" in the form attached hereto as Exhibit C and shall be maintained by TLC or a successor thereto.

1.11 CONSERVATION EASEMENT PAYMENT: As defined in Section 6.03

1.12 CONDOMINIUM UNIT: A portion of a Lot which is improved with residential condominium unit and which is designated in Section II of Exhibit B as a "Condominium Unit".

1.13 COUNTY: McHenry County, Illinois or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the County as of the Recording of this Community Declaration.

1.14 DECLARANT: Woodstock 150 LLC, an Illinois limited liability company, its successors and assigns.

1.15 DECLARANT'S DEVELOPMENT PLAN: Declarant's current plan for the Development. Declarant's Development Plan shall be maintained by the Declarant at its principal place of business and may be changed at any time, or from time to time, without notice.

1.16 DETACHED HOME: That portion of a Detached Home Lot which is improved with a detached single family home.

1.17 DEVELOPMENT AREA: The real estate described in Exhibit A hereto with all improvements thereon and rights appurtenant thereto. Exhibit A is attached hereto for informational purposes only and no covenants, conditions, restrictions, easements, liens or changes shall attach to any part of the real estate described therein, except to the extent that portions thereof are described in Exhibit B and expressly made subject to the provisions of this Community Declaration as part of the Premises. Any portions of the Premises which are not made subject to the provisions of this Community Declaration as part of the Premises may be developed and used for any purposes not prohibited by law, including, without limitation, as a residential development which is administered separate from the Development.

1.18 DWELLING UNIT: A portion of the Premises which is improved with a single family residential unit for which a temporary, conditional or final certificate of occupancy has been issued by the Municipality. A Dwelling Unit may be a Condominium Unit, a Detached Home Lot which is improved with a Detached Home, or a Townhome Lot or a portion of a Townhome Lot which is improved with a Townhome.

1.19 FIRST MORTGAGEE: The holder of a bona fide first mortgage, first trust deed or equivalent security interest covering a Dwelling Unit.

1.20 GRANT OF CONSERVATION EASEMENT: That certain Grant of Conservation Easement, Recorded on December 27, 2007, as Document No. 2007R0083108 (a copy of which is attached hereto as Exhibit C), as amended from time to time.

1.21 LOT: A subdivided lot which is designated in Section II of Exhibit B hereto as either a "Detached Home Lot" or a "Townhome Lot".

1.22 MUNICIPALITY: The City of Woodstock, Illinois or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the Municipality as of the Recording of this Community Declaration.

1.23 OPEN SPACE MANAGEMENT AGREEMENT: That certain Amended and Restated Open Space Management Agreement Re: Apple Creek entered into by the Declarant, TLC and the Community Association, dated as of _____, 2015, as amended from time to time.

1.24 OWNER: A Record owner, whether one or more persons, of fee simple title to a Dwelling Unit, including a contract seller, but excluding those having such interest merely as

security for the performance of an obligation. The Declarant shall be deemed to be an Owner with respect to each Dwelling Unit owned by the Declarant.

1.25 PERSON: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.26 PREMISES: The real estate which is legally described in Exhibit B hereto, as Exhibit B may be supplemented or amended from time to time.

1.27 RECORD: To record in the office of the Recorder of Deeds for the County.

1.28 RESIDENT: An individual who legally resides in a Dwelling Unit.

1.29 TLC: The Land Conservancy of McHenry County or any entity which shall succeed to the rights and powers of TLC hereunder.

1.30 TOWNHOME: A portion of a Townhome Lot which is improved with a single, non-condominium, townhome-style unit.

1.31 TURNOVER DATE: The date on which the right and power of the Declarant to manage the affairs of the Community Association is terminated under Section 9.05.

1.32 VOTING MEMBER: An individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article Five.

ARTICLE TWO
Scope of Community Declaration

2.01 PROPERTY SUBJECT TO COMMUNITY DECLARATION: The Premises are subject to the provisions of this Community Declaration. Declarant reserves the right and power to add real estate to the terms of this Community Declaration, as more fully provided in Article Twelve.

2.02 CONVEYANCES SUBJECT TO COMMUNITY DECLARATION: All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Community Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in the premises, and their respective heirs, successors, personal representatives or assigns, regardless of whether the deed or other instrument which creates or conveys the interest makes reference to this Community Declaration.

2.03 DURATION: Except as otherwise specifically provided herein the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, created, reserved or declared by this Community Declaration shall be appurtenant to and shall run with and bind the land for a period of forty (40) years from the date of Recording of this Community

Declaration and for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part by a Recorded instrument executed by the Owner of not less than three-fourths (3/4) of the Dwelling Units.

2.04 DWELLING UNIT CONVEYANCE: Once a Dwelling Unit has been conveyed by the Declarant to a bona fide purchaser for value, then any subsequent conveyance or transfer of ownership of the Dwelling Unit shall be of the entire Dwelling Unit and there shall be no conveyance or transfer of a portion of the Dwelling Unit without the prior written consent of the Board.

2.05 ACCESS EASEMENT: Each Owner of a Dwelling Unit shall have a non-exclusive perpetual easement for ingress to and egress from his Dwelling Unit to public streets and roads, over and across the roads, driveways and walkways located on the Community Area, which easement shall run with the land, be appurtenant to and pass with title to every Dwelling Unit. The Municipality or any other governmental authority which has jurisdiction over the Premises shall have a non-exclusive easement of access over roads and driveways located on the Community Area for police, fire, ambulance, waste removal, snow removal, or for the purpose of furnishing municipal or emergency services to the Premises. The Community Association, its employees, agents and contracts, shall have the right of ingress to, egress from, and parking on the Community Area, and the right to store equipment on the Community Area, for the purpose of furnishing any maintenance, repairs or replacements of the Community Area or Association Maintained ROW, as required or permitted hereunder.

2.06 RIGHT OF ENJOYMENT: Each Owner shall have the non-exclusive right and easement to use and enjoy the Community Area and the exclusive right to use and enjoy the Owner's Dwelling Unit. Such rights and easements shall run with the land, be appurtenant to and pass with title to every Dwelling Unit and shall be subject to and governed by the laws, ordinances and statutes of jurisdiction, the provisions of this Community Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Community Association, including the right of the Community Association to come upon any portion of the Premises to furnish services hereunder.

2.07 DELEGATION OF USE: Subject to the provisions of this Community Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Community Association, any Owner may delegate his right to use and enjoy the Community Area and the Owner's Dwelling Unit to Residents of the Owner's Dwelling Unit. An Owner shall delegate such rights to tenants and contract purchasers of the Owner's Dwelling Unit who are Residents.

2.08 RULES AND REGULATIONS: The use and enjoyment of the Community Area shall at all times be subject to reasonable rules and regulations duly adopted by the Community Association from time to time.

2.09 UTILITY EASEMENTS: The Municipality and all public and private utilities (including cable companies) serving the Premises are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus

and other equipment, into and through the Community Area for the purpose of providing utility services to the Premises or any other portion of the Development Area.

2.10 EASEMENTS, LEASES, LICENSES AND CONCESSIONS: The Community Association shall have the right and authority from time to time to lease or grant easements, licenses, or concessions with regard to any portions or all of the Community Area or Conservation Easement Areas for such uses and purposes as the Board deems to be in the best interests of the Owners and which are not prohibited hereunder, including, without limitation, the right to grant easements for utilities or any other purpose which the Board deems to be in the best interests of the Owners. Any and all proceeds from leases, easements, licenses or concessions with respect to the Community Area shall be used to pay the Community Expenses. Also, the Community Association shall have the right and power to dedicate any part or all of the roads or parking areas located on the Community Area to the Municipality, but only with the Municipality's approval. Each person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Dwelling Unit, shall be deemed to grant a power coupled with an interest to the Board, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for in this Section. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested to by the Secretary of the Community Association and duly Recorded.

2.11 COMMUNITY ASSOCIATION'S ACCESS: The Community Association shall have the right and power to come onto portions of the Premises for the purpose of furnishing the services required to be furnished hereunder or enforcing its rights and powers hereunder.

2.12 NO DEDICATION TO PUBLIC USE: Except for easements granted or dedications made as permitted in Section 2.10, nothing contained in this Community Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Community Area to or for any public use or purpose whatsoever.

2.13 OWNERSHIP OF COMMUNITY AREA AND CONSERVATION EASEMENT AREA : The Community Area and Conservation Easement Area shall be conveyed to the Community Association free of mortgages no later than the Turnover Date; however Community Area or Conservation Easement Area which is made subject to this Community Declaration after the Turnover Date shall be conveyed to the Community Association free of mortgages no later than ninety (90) days after such Community Area or Conservation Easement Area is made subject to this Community Declaration.

2.14 REAL ESTATE TAXES FOR COMMUNITY AREA AND CONSERVATION EASEMENT AREA: If a tax bill is issued with respect to Community Area or Conservation Easement Area which is made subject to this Community Declaration in the middle of a tax year (regardless of when it is conveyed to the Association), then the tax bill shall be prorated so that the Declarant shall be responsible for the payment of that portion of the tax bill from January 1st of the tax year to the date that such Community Area or Conservation Easement Area is made subject to this Community Declaration, and the Association shall be responsible for the balance of the tax bill.

ARTICLE THREE
Maintenance

3.01 IN GENERAL: The restrictions and limitations contained in this Article shall be subject to the rights of the Declarant set forth in Article Nine.

3.02 MAINTENANCE BY ASSOCIATION: The following maintenance, repairs and replacements shall be furnished by the Association as a Community Expense:

(a) added planting, replanting, care and maintenance of trees, shrubs, flowers, grass and all other landscaping on the Community Area and Association Maintained ROW.

(b) Maintenance, repair and replacement of all monument signs and other improvements from time to time located on the Community Area and those improvements on the Association Maintained ROW which are specifically designated in Part V of Exhibit B hereto as being the responsibility of the Association to maintain.

(c) maintenance of portions of the Community Area, if any, which are designated as "wetlands" by any governmental authority, which maintenance shall follow guidelines and the terms and conditions of any permits from time to time issued by the governmental authority which has jurisdiction over maintenance of wetlands.

3.03 MAINTENANCE OF CONSERVATION EASEMENT AREA: Each portion of the Conservation Easement Area shall be maintained by TLC pursuant to the Permit and the Plan (as defined in the Open Space Management Agreement) and the Maintenance Standards set forth in Exhibit D hereto, as Exhibit D may be amended by agreement of the Community Association and TLC from time to time. However, if for any reason TLC, or any entity which succeeds the rights and powers of TLC hereunder, shall cease maintaining the Conservation Easement Areas, such maintenance shall be furnished by the Community Association as a Community Expense.

3.04 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE COMMUNITY AREA AND ASSOCIATION MAINTAINED ROW: Subject to the provisions of Article Nine, no alterations, additions or improvements shall be made to the Community Area or Association Maintained ROW without the prior approval of the Board and, if required under applicable Municipality ordinances, the approval of the Municipality. The Community Association may cause alterations, additions or improvements to be made to the Community Area or Association Maintained ROW, and the cost thereof shall be paid from a special assessment, as more fully described in Section 6.05; except, that, any such alteration, addition or improvement which shall cost more than six (6) months assessments then in effect under the then current budget shall be approved in advance at a special meeting of the Owners.

3.05 DAMAGE BY RESIDENT: If, due to the act or omission of a Resident of a Dwelling Unit, or of a household pet or guest or other authorized occupant or invitee of the Owner of a Dwelling Unit, damage shall be caused to the Community Area, Association Maintained ROW or Conservation Easement Area and maintenance, repairs or replacements

shall be required thereby, which would otherwise be a Community Expense, or, with respect to Conservation Easement Area, would be an expense incurred by TLC under Section 3.03 then the Owner of the Dwelling Unit shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance carried by the Community Association.

3.06 BACK UP SSA: The Municipality shall have the right and power to establish what is commonly known as a "backup SSA" to generate funds to pay the costs incurred by TLC to maintain the Conservation Easement Areas in the event that the Community Association fails to make the necessary payments required to be made to TLC from time to time and/or generate funds to pay for the maintenance of Community Area if the Association fails to do so.

ARTICLE FOUR
Insurance/Condemnation

4.01 INSURANCE:

(a) The Community Association shall have the authority to and shall obtain fire and all risk coverage insurance covering the improvements, if any, to the Community Area, the Conservation Easement Areas, and other improvements required to be maintained by the Community Association, including, without limitation, those improvements on real estate which is owned by or dedicated to the Municipality which the Community Association is responsible for maintaining (based on current replacement cost for the full insurable replacement value of such improvements).

(b) The Community Association shall have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workers compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Community Association, its managers, directors and officers, the Declarant, the managing agent, if any, and their respective employees and agents, as their interests may appear, from liability resulting from an occurrence on or in connection with, the Community Area, Association Maintained ROW and Conservation Easement Area. The Board may, in its discretion, obtain any other insurance which it deems advisable including, without limitation, insurance covering the managers, directors and officers from liability for good faith actions beyond the scope of their respective authorities and covering the indemnity set forth in Section 5.06. Such insurance coverage shall include cross liability claims of one or more insured parties.

(c) Fidelity bonds indemnifying the Community Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Community Association or of any other person handling funds of the Community Association may be obtained by the Community Association in such amounts as the Board may deem desirable.

(d) The premiums for any insurance obtained under this Section shall be Community Expenses.

4.02 CONDEMNATION: In the case of a taking or condemnation by competent authority of any part of the Community Area or the Conservation Easement Area, the net proceeds awarded in such condemnation shall be paid to the Community Association and such proceeds, together with any Community Area Capital Reserve being held for such part of the Community Area (in the case of Community Areas), shall, in the discretion of the Board, either (i) be applied to pay the Community Expenses, (ii) be distributed to the Owners and their respective mortgagees, as their interests may appear, in equal shares, or (iii) be used to acquire additional real estate to be used and maintained for the mutual benefit of all Owners, as Community Area under this Community Declaration; provided, that any such proceeds with respect to Conservation Easement Area shall be disbursed as provided in the Grant of Conservation Easement applicable to such Conservation Easement Area. Any acquisition by the Community Association pursuant to this Section of real estate which shall become Community Area hereunder shall not become effective unless and until a supplement to this Community Declaration, which refers to this Section and legally describes the real estate affected, is executed by the President of the Community Association and Recorded.

ARTICLE FIVE
The Community Association

5.01 IN GENERAL: The Original Declarant caused the Community Association to be organized as a limited liability company under Illinois law. The Community Association shall be the governing body for all of the Owners for the limited purposes of the administration, operation, maintenance, repair and replacement of the Community Area and Association Maintained ROW, ownership of the Community Area and Conservation Easement Area and collection of Community Assessments, Conservation Easement Payments and other Charges hereunder.

5.02 MEMBERSHIP: Each Owner shall be a member of the Community Association. There shall be one membership per Dwelling Unit. Membership shall be appurtenant to and may not be separated from ownership of a Dwelling Unit. Ownership of a Dwelling Unit shall be the sole qualification for membership. The Community Association shall be given written notice of the change of ownership of a Dwelling Unit within ten (10) days after such change.

5.03 VOTING MEMBERS: Subject to the provisions of Section 5.05, voting rights of the members of the Community Association shall be vested exclusively in the Voting Members. One individual shall be designated as the "Voting Member" for each Dwelling Unit. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the Record ownership of a Dwelling Unit shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Dwelling Unit shall be designated by such Owner or Owners in writing to the Board and if in the case of multiple individual Owners no designation is given, then the Board at its election may recognize an individual Owner of the Dwelling Unit as the Voting Member for such Dwelling Unit.

5.04 BOARD: Subject to the rights retained by the Declarant under Section 9.05, the Board shall consist of that number of members provided for in the Operating Agreement, each of whom shall be an Owner or Voting Member.

5.05 VOTING RIGHTS: Prior to the Turnover Date, all of the voting rights at each meeting of the Community Association shall be vested exclusively in the Declarant and the Owners (other than Declarant) shall have no voting rights. From and after the Turnover Date, all of the voting rights at any meeting of the Community Association shall be vested in the Voting Members and each Voting Member shall have one vote for each Dwelling Unit which the Voting Member represents. From and after the Turnover Date any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided in the Operating Agreement) upon the affirmative vote of a majority of the votes held by the Voting Members present at such meeting, except as otherwise provided herein or in the Operating Agreement.

5.06 MANAGER, DIRECTOR AND OFFICER LIABILITY: None of the managers, directors and officers of the Community Association shall be personally liable to the Owners or the Community Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such managers, directors and officers except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Community Association shall indemnify and hold harmless each of the managers, directors and officers, and his or her heirs, executors or administrators, against all contractual and other liabilities to the Owners, the Community Association or others arising out of contracts made by or other acts of the managers, directors and officers on behalf of the Owners or the Community Association or arising out of their status as managers, directors or officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other in which any such manager, director or officer may be involved by virtue of such person being or having been such manager, director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as such manager, director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as such manager, director or officer.

5.07 MANAGING AGENT: An independent managing agent may be engaged by the Community Association to act as the managing agent for the Community Association and as managing agent shall be paid a reasonable fee for its services as fixed by a written agreement between the Community Association and managing agent. Any management agreement entered into by the Community Association prior to the Turnover Date shall have a term of not more than two years and shall be terminable by the Community Association without payment of a termination fee on ninety (90) days written notice.

5.08 LITIGATION: No judicial or administrative proceedings shall be commenced or prosecuted by the Community Association without first holding a special meeting of the members and obtaining the affirmative vote of Voting Members representing at least seventy-five percent (75%) of the Dwelling Units to the commencement and prosecution of the proposed action. This Section shall not apply to (a) actions brought by the Community Association to enforce the provisions of this Declaration, the Operating Agreement or rules and regulations adopted by the Board (including, without limitation, an action to recover Charges or to foreclose a lien for unpaid Charges) or (b) counterclaims brought by the Community Association in proceedings instituted against it.

ARTICLE SIX
Assessments

6.01 PURPOSE OF ASSESSMENTS: The assessments levied by the Community Association shall be for the purpose of promoting the recreation, health, safety, and welfare of the Community Association, to administer the affairs of the Community Association, to pay the Community Expenses and accumulating reserves for any such expenses, and to collect funds from the Owners to be paid to TLC to be used by TLC to pay for the cost of maintaining the Conservation Easement Areas. For purposes hereof, (a) a Dwelling Unit owned by Declarant shall only be subject to assessment hereunder from and after the Turnover Date, and from and after such time as an occupancy certificate has been issued with respect to a Dwelling Unit constructed thereon and such Dwelling Unit has been conveyed to the first purchaser thereof, and (b) a Dwelling Unit which is being used as a model home and which is owned or sold and leased back by Declarant shall not be subject to assessment hereunder.

6.02 ASSESSMENT: Each year on or before December 1, the Board shall adopt and furnish each Owner with a budget for the ensuing calendar year, which shall show the following with reasonable explanations and itemizations:

(a) The estimated Community Expenses;

(b) The estimated amount, if any, to maintain adequate reserves for Community Expenses;

(c) The amount of the "Community Assessment" payable by the Owners of Dwelling Units, which is hereby defined as the amount determined in (a) above, plus the amount determined in (b) above; and

(d) That portion of the Community Assessment which shall be payable by the Owner of each Dwelling Unit which is subject to assessment hereunder each year until the next Community Assessment or revised Community Assessment becomes effective, which annual amount shall be equal to the Community Assessment, divided by the number of Dwelling Units subject to assessment hereunder, so that each Owner shall pay equal annual Community Assessments for each Dwelling Unit owned.

Anything herein to the contrary notwithstanding, the provisions of Section 6.09 shall apply with respect to Community Assessments payable with respect to the Initial Development Period (defined in Section 6.09)

6.03 CONSERVATION EASEMENT PAYMENT: Subject to the provisions of Section 3.03, each year on or before October 31, TLC shall furnish the Board with a statement of the amount which, pursuant to the "Open Space Budget" provided for in the Open Space Management Agreement, shall be payable during the ensuing calendar year by each Owner (other than the Declarant) with respect to each Dwelling Unit owned by the Owner ("Conservation Easement Payment"). If the amount of the Conservation Easement Payment changes for any reason, then the Board shall provide each Owner with notice thereof and the changed Conservation Easement Payment shall become the effective as of the date of the change. The Association shall use commercially reasonable efforts to collect the Conservation Easement Payments and shall remit to the TLC all Conservation Easement Payments received by the Association from time to time as agreed to between the Association and TLC. The Association shall have no liability to TLC for disbursement of any Conservation Easement Payment unless and until the Association is successful in collecting such payment. With respect to any such payments which the Association is unable to collect, TLC may relieve the Association from any obligation to attempt to collect such payment and may pursue collection directly from the delinquent Owner, plus the reasonable costs of collection, including court costs, witness and consultant fees, attorneys' fees and all other fees and expenses, and all such amounts shall become a lien Recordable against title to the Dwelling Unit or Dwelling Units of the delinquent Owner or Owners . The Declarant shall not be required to pay Conservation Easement Payments with respect to any Dwelling Units owned by Declarant.

6.04 PAYMENT OF COMMUNITY ASSESSMENT AND CONSERVATION EASEMENT PAYMENT: Each Owner of a Dwelling Unit which is subject to assessment shall pay to the Community Association, or as the Board may direct, that portion of the Community Assessment which is payable by each Owner of a Dwelling Unit under Section 6.02 or Section 6.09 and the Conservation Easement Payment provided for in Section 6.03, at such times as the Board shall determine from time to time. Without limiting the foregoing, with respect to the Dwelling Units which are subject to another declaration ("Neighborhood Declaration") which is administered by another association ("Sub Association"), to the extent provided for in the Neighborhood Declaration, the Board may request that the Sub Association collect the Community Assessment and Conservation Easement Payment from the Owners of such Dwelling Units on a monthly basis and remit the amounts so collected to the Community Association, as provided for in the Neighborhood Declaration. If however, the Board requests that a Sub Association collect Community Assessments and Conservation Easement Payments, as provided for in the preceding sentence, it may require Owners of Detached Homes to pay the Community Assessment and conservation Easement Payment in one payment per year, in advance at the beginning of the year.

6.05 REVISED ASSESSMENT: If the Community Assessment or proves inadequate for any reason (including nonpayment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Board may increase or decrease the assessment payable under Section 6.02 or Section 6.09 by giving written notice thereof (together with a revised budget and

explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised assessment.

6.06 SPECIAL ASSESSMENT: The Board may levy a special assessment as provided in this Section (i) to pay (or build up reserves to pay) expenses other than Community Expenses incurred (or to be incurred) by the Community Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the Community Area, Association Maintained ROW or any other property owned or maintained by the Community Association; or (ii) to cover an unanticipated deficit under the prior year's budget. Any special assessment shall be levied against all of Dwelling Units in using the procedure provided for in Section 6.02. No special assessment shall be adopted without the affirmative vote of Voting Members representing at least two-thirds (2/3) of the votes cast on the question. The Board shall serve notice of a special assessment on all Owners by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

6.07 CAPITAL RESERVE: The Community Association shall segregate and maintain special reserve accounts to be used solely for making capital expenditures in connection with the Community Area and Association Maintained ROW (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Community Area and Association Maintained ROW which are required to be maintained by the Community Association hereunder and periodic projections of the cost of anticipated major repairs or replacements to such property and the purchase of other property to be used by the Community Association in connection with its duties hereunder. The Capital Reserve may be built up by separate or special assessments or out of the Community Assessment as provided in the budget. Special accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to the Community Areas shall be held by the Community Association as agent and trustee for the Owners of Dwelling Units with respect to which the Capital Reserve is held and such accounts shall be deemed to have been funded by capital contributions to the Association by the Owners. The budgets which will be adopted from time to time by the Boards appointed by the Declarant prior to the Turnover Date shall include reserve buildups which the Board deems to be appropriate based on information available to the Board. Boards elected by the Owners after the Turnover Date may use different approaches from those used by Boards appointed by the Declarant for the buildup of reserves or may choose not to provide for the buildup of reserves for certain capital expenditures or deferred maintenance for repairs or replacements of the Community Areas. If the Board chooses not to provide for the buildup of reserves for a particular anticipated expenditure or if the buildup of reserves that the Board does provide for in its budgets does not result in sufficient funds to pay for the expenditure when the expenditure must be made, then (i) neither the Board nor any of its past or present members shall be liable to the Community Association or the Owners for failing to provide for sufficient reserves and (ii) the Board shall have the right and power to either levy a separate or special assessment to raise the funds to pay the expenditure or to borrow funds to pay the expenditure and repay the borrowed funds out of future Community Assessments, separate

assessments or special assessments.

6.08 INITIAL CONTRIBUTION : Upon the closing of the first sale of a Dwelling Unit by the Declarant, the purchasing Owner shall pay to the Community Association an amount equal to twenty-five percent (25%) of the then current annual Community Assessment at the rate which shall become effective with respect to the Dwelling Unit as of the closing, which amount shall be held and used by the Community Association for its working capital needs, plus fifty percent (50%) of the then current annual Conservation Easement Payment, which shall be paid to TLC.

6.09 ASSESSMENTS DURING INITIAL DEVELOPMENT PERIOD: Anything herein to the contrary notwithstanding, from December 15, 2011 (the date on which the Declarant rights were assigned by the Trustee in Bankruptcy to the Declarant) until the first meeting of the Voting Members after the Turnover Date (the "Subsidy Period"), the assessment procedure set forth in this Section shall apply.

(a) The Index. For purposes hereof: (i) The "Index" shall be the level of the most recently published Consumer Price Index, All Urban Consumers, U.S. City Average, All Items (1982-84 = 100) as published from time to time by the Bureau of Labor Statistics or if the Index shall cease being published, such other index or standard designated by the Declarant, in its discretion, as shall most nearly approximate the measurements theretofore made by the Index shall be used as the Index hereunder and the Index Base Level (hereinafter defined) shall be adjusted accordingly; (ii) the "Index Base Level" shall be 203; and (iii) the "Index Ratio" shall be a fraction, the numerator of which shall be the most recently published level of the Index and the denominator of which shall be the Index Base Level.

(b) Owner's Obligations. Each year or portion thereof during the Subsidy Period each Owner (other than the Declarant) shall pay as his Community Assessment with respect to each Dwelling Unit owned by the Owner, the amount designated from time to time by the Declarant, which amount, on an annualized basis, shall not be greater than one hundred fifty dollars ($150.00) multiplied by the Index Ratio. Payments shall be made periodically as determined by the Declarant from time to time, but not less frequently than once each year. Out of each such payment, the Association shall add that portion of the payment which is designated in the budget as a capital contribution under Section 6.07 to the Capital Reserve. The balance of each such payment shall be used by the Association to pay the Community Expenses.

(c) Declarant's Obligation. During the Subsidy Period the Declarant shall not be obligated to pay any amounts to the Association as a Community Assessment except as provided in this Subsection. The Declarant shall pay to the Association the aggregate excess, if any, of the Community Expenses incurred and paid during the Subsidy Period over the aggregate amounts assessed to the Owners (other than Declarant) for use by the Association for the payment of Community Expenses under Subsection (b) during the Subsidy Period, plus amounts paid by Owners to the Association under Section 6.08(i). The Declarant shall not be responsible for the payment of any amounts to the Capital

Reserve during the Subsidy Period. The Declarant shall make such payments to the Association as needed during such period and a final accounting shall be made between Declarant and the Association within 180 days after the end of the Subsidy Period.

6.10 LIEN RIGHTS: Assessments levied by the Community Association and Conservation Easement Payments shall be collected from each Owner by the Community Association and shall be a lien on the Owner's Dwelling Unit and also shall be the personal obligation of the Owner in favor of the Community Association, all as more fully set forth in Article Seven.

ARTICLE SEVEN
Collection of Charges and Remedies for Breach or Violation

7.01 CREATION OF LIEN AND PERSONAL OBLIGATION: The Declarant hereby covenants, and each Owner of a Dwelling Unit by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed or other conveyance), shall be and is deemed to covenant and hereby agrees to pay to the Community Association all Charges made with respect to the Owner on the Owner's Dwelling Unit. Each Charge, together with interest thereon and reasonable costs of collection, if any, as hereinafter provided, shall be a continuing lien upon the Dwelling Unit against which such Charge is made and also shall be the personal obligation of the Owner of the Dwelling Unit at the time when the Charge becomes due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Community Association.

7.02 COLLECTION OF CHARGES: The Community Association shall use commercially reasonable efforts to collect from each Owner all Charges payable by such Owner under this Community Declaration.

7.03 NON-PAYMENT OF CHARGES: Any Charge which is not paid to the Community Association when due shall be deemed delinquent. Any Charge which is delinquent for thirty (30) days or more shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, from the due date to the date when paid. The Community Association may (i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), and (ii) enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Board may add a reasonable late fee to any installment of an assessment which is not paid within thirty (30) days of its due date. No Owner may waive or otherwise escape personal liability for the Charges hereunder by nonuse of the Community Area or by abandonment or transfer of his Dwelling Unit.

7.04 LIEN FOR CHARGES SUBORDINATED TO MORTGAGES: The lien for Charges, provided for in Section 7.01, shall be subordinate to the First Mortgagee's mortgage on the Dwelling Unit which was Recorded prior to the date that any such Charge became due. Except as hereinafter provided, the lien for Charges, provided for in Section 7.01, shall not be affected by any sale or transfer of a Dwelling Unit. Where title to a Dwelling Unit is transferred

pursuant to a decree of foreclosure of the First Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the First Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid Charges which became due prior to the date of the transfer of title. However, the transferee of the Dwelling Unit shall be personally liable for his share of the Charges with respect to which a lien against his Dwelling Unit has been extinguished pursuant to the preceding sentence where such Charges are reallocated among all the Owners pursuant to a subsequently adopted annual or revised Community Assessment or special assessment, and non-payment thereof shall result in a lien against the transferee's Dwelling Unit, as provided in this Article.

7.05 SELF-HELP BY BOARD: In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of this Community Declaration, the By-Laws, or rules or regulations of the Board, where such violation or breach may be cured or abated by affirmative action, then the Board, upon not less than ten (10) days' prior written notice to the Owner, shall have the right to enter upon that part of the Premises where the violation or breach exists to remove or rectify the violation or breach.

7.06 OTHER REMEDIES OF THE BOARD: In addition to or in conjunction with the remedies set forth above, to enforce any of the provisions contained in this Community Declaration or any rules and regulations adopted hereunder the Board may levy a fine or the Board may bring an action at law or in equity by the Community Association against any person or persons violating or attempting to violate any such provision, either to restrain such violation, require performance thereof, to recover sums due or payable or to recover damages or fines, and against the land to enforce any lien created hereunder; and failure by the Community Association or any Owner to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.

7.07 COSTS AND EXPENSES: All costs and expenses incurred by the Board in connection with any action, proceedings or self-help in connection with exercise of its rights and remedies under this Article, including, without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, until paid, shall be charged to and assessed against the defaulting Owner, and the Community Association shall have a lien for all the same, upon his Dwelling Unit as provided in Section 7.01.

7.08 ENFORCEMENT BY OWNERS: Enforcement of the provisions contained in this Community Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Dwelling Unit to enforce any lien created hereunder.

7.09 ENFORCEMENT BY TLC: TLC is hereby granted the right, but shall not be obligated, to enforce covenants and restrictions provided for in the Grant of Conservation Easement. If the Community Association or one or more Owners fail to comply with any restrictions set forth in the Grant of Conservation Easement , TLC shall have the right (but shall not be obligated) to give notice to the Association or the offending Owner or Owners of its, his

or their violation thereof. If such notice is given and the Association or the offending Owner or Owners do not correct or cure the violation to the satisfaction of the TLC within fifteen (15) days after the giving of such notice, the TLC may (but shall not be obligated to) enter upon the Premises and perform any and all work which it deems necessary and appropriate, either directly or through contractors engaged by the TLC. The Association or the offending Owner or Owners shall, upon demand, reimburse the TLC for the reasonable cost of such work, including reasonably attorney's fees, and if payment is not made within sixty (60) days after demand, then the amount due shall become a lien on the Dwelling Unit owned by the offending Owner or Owners or, in the case of the Association, the property of the Association; provided, however, that such lien shall be subordinate to the lien of any first mortgage on a Dwelling Unit recorded prior to the date on which any such cost become a lien against the Dwelling Unit as provided above.

7.10 ENFORCEMENT BY MUNICIPALITY: The Municipality is hereby granted the right, but shall not be obligated, to enforce the provisions, covenants and obligations of the Community Association or the Owners under this Community Declaration. If the Community Association or one or more Owners fail to comply with any provisions, covenants and obligations hereunder, the Municipality shall have the right (but shall not be obligated) to give notice to the Community Association or the offending Owner or Owners of its, his or their failure to perform its, his or their obligations. If such notice is given and the Community Association or the offending Owner or Owners do not perform to the satisfaction of the Municipality within thirty (30) days after the giving of such notice, then the Municipality may (but shall not be obligated to) enter upon the Premises and perform any and all work which it deems necessary and appropriate, either directly or through contractors engaged by the Municipality. The Community Association or the offending Owner or Owners shall, upon demand, reimburse the Municipality for the reasonable cost of such work, plus interest at the rate of two percent (2%) above the "prime rate" of interest as published from time to time in the Wall Street Journal from the date incurred and paid by the Municipality through the date the Municipality is reimbursed for such cost, and if payment is not made within thirty (30) days after demand, then the amount due, plus the reasonable costs of collection, including court costs, witness and consultant fees, attorneys' fees and all other fees and expenses, shall become a lien Recordable against title to the Dwelling Unit or Dwelling Units of the offending Owner or Owners or, in the case of the Community Association, the property of the Community Association, effective as of the date on which such work was completed; provided, however, that such lien shall be subordinate to the lien of any first mortgage on a Dwelling Unit Recorded prior to the date on which any such cost becomes a lien against the Dwelling Unit as provided above.

ARTICLE EIGHT
Restrictions

8.01 INDUSTRY/SIGNS: No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Community Area nor shall any "For Sale" or "For Rent" signs or any other advertising be maintained or permitted on any part of the Community Area, except as permitted by the Board or as permitted under Article Nine.

8.02 UNSIGHTLY USES: No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of a Detached Home Lot or the Community Area; except, that laundry may be hung in the back yard of a Detached Home Lot. The Premises shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish shall be deposited in such areas and such receptacles as shall be designated by the Board.

8.03 RESIDENTIAL USE ONLY:

(a) Except as provided in Article Nine or in subsections (b) and (c) of this Section, each Detached Home shall be used only as a residence and no industrial business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Premises.

(b) No Resident shall be precluded with respect to his Detached Home, from (i) maintaining a personal professional library, (ii) keeping his personal business records or accounts therein, or (iii) handling his personal business or professional calls or correspondence therefrom.

(c) To the extent permitted under applicable laws and ordinances, a Resident may conduct an in-home business in a Detached Home.

8.04 PARKING: Unless expressly permitted by the Board, no boats, trucks which exceed a "B" license plate classification, recreational vehicles, trailers or other similar vehicles shall be parked or stored on a Detached Home Lot outside of the garage on the Detached Home Lot for more than twenty-four (24) hours at a time.

8.05 OBSTRUCTIONS: Except as permitted under Section 9.03 there shall be no obstruction of the Community Area or Conservation Easement Area and nothing shall be installed, planted, constructed, stored or left on the Community Area or Conservation Easement Area including, without limitation, fences, play sets, gardens, vehicles, or other items of personal property without the prior approval of the Board, which approval may be withheld for any reason or no reason whatsoever.

8.06 PETS: No animal of any kind shall be raised, bred or kept in the Community Area. The Board may from time to time adopt rules and regulations governing the (a) keeping of pets in a Detached Home, which may include prohibiting certain species of pets from being kept in a Detached Home and (b) use of the Community Area by pets, including, without limitation, rules and regulations which set aside certain portions of the Community Area as a "dog run" or which require an Owner to clean up after his pet. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Premises upon three (3) days written notice from the Board to the Owner of the Detached Home containing such pet and the decision of the Board shall be final.

8.07 NO NUISANCE: No noxious or offensive activity shall be carried on in the Community Area nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Residents.

8.08 FENCES: There shall be no fences constructed or installed on any Detached Home Lot other than (i) fences installed by Declarant or the Community Association on the Community Area or (ii) fences installed by an Owner upon the Owner's Detached Home Lot; provided, however, that all such fences installed by an Owner shall (x) be located on the Owner's Detached Home Lot in conformance with applicable standards and restrictions as provided under ordinances of the Municipality, including, without limitation, requirements specifically relating to corner Detached Home Lots; (y) meet the design standards and specifications attached hereto on Exhibit E; and (z) not be installed in the front yard of any Detached Home Lot, including both sides of the front yard of any corner Detached Home Lot.

8.09 MAILBOXES: The mailbox on each Detached Home Lot shall be of such style, size, material and color as shall be prescribed from time to time by the Board. Mailboxes will be provided by the Declarant prior to the closing on each Detached Home Lot. Each Owner shall be responsible for maintaining the mailbox on the Owner's Detached Home Lot.

8.10 PORTABLE AIR CONDITIONING UNITS: Portable air conditioning units are not permitted in the front elevation of a Detached Home.

8.11 ANTENNA/SATELLITE DISH: Subject to applicable federal, state or local laws, ordinances or regulations, no communication device, antenna, receiving dish or similar device shall be installed on the exterior of a Detached Home. However, a satellite dish of not more than eighteen inches (18") in diameter may be installed on the exterior of the Detached Home, provided that it is not installed on the front elevation of the Detached Home or on the front elevation of the roof of the Detached Home.

8.12 EXTERIOR LIGHTING: No exterior lighting on any Detached Home Lot shall have wattage of over 100 watts, and shall not shine directly onto any Conservancy Easement Area.

8.13 CONSERVATION EASEMENT AREA: The use of the Conservation Easement Areas shall at all times be subject to the restrictions set forth in the Grant of Conservation Easement, as amended from time to time.

ARTICLE NINE
Declarant's Reserved Rights and Special Provisions Covering Development Period

9.01 IN GENERAL: In addition to any rights or powers reserved to the Declarant under the provisions of this Community Declaration or the By-Laws, the Declarant shall have the rights and powers set forth in this Article. Anything in this Community Declaration or the By-Laws to the contrary notwithstanding, the provisions set forth in this Article shall govern. If not sooner terminated as provided in this Article, the provisions of this Article shall terminate and be of no further force and effect from and after such time as Declarant is no longer vested with or controls title to any portion of the Development Area.

9.02 PROMOTION OF PROJECT: The Declarant shall have the right and power, within its sole discretion, to (i) construct such temporary or permanent improvements, or to do such acts or other things in, on, or to the Premises as the Declarant may, from time to time, determine to be necessary or advisable, (ii) construct and maintain model homes, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Declarant may deem advisable and to use such model homes (including model homes which are sold by and leased back to the Declarant), sales or leasing offices or other facilities for the purpose of selling or leasing Dwelling Units on the Premises or at other properties in the general location of the Premises which are being offered for sale by the Declarant or any of its affiliates, without the payment of any fee or charge whatsoever to the Association. Declarant, its agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the Community Area, at any and all reasonable times without fee or charge. The Declarant shall have the right and power to lease any Dwelling Unit owned by it to any person or entity which it deems appropriate in its sole discretion.

9.03 CONSTRUCTION ON PREMISES: In connection with the construction of improvements to any part of the Premises, the Declarant, its agents and contractors, shall have the right, at the Declarant's own expense, (but shall not be obligated) to make such alterations, additions or improvements to any part of the Premises including, without limitation, the construction, reconstruction or alteration of any temporary or permanent improvements to any structure which shall contain Dwelling Units, the Community Area and Association Maintained ROW, Conservation Easement Areas and public utility easements which the Declarant deems, in its sole discretion, to be necessary or advisable, and the landscaping, sodding or planting and replanting of any unimproved portions of the Premises and Association Maintained ROW. In connection with the rights provided in the preceding sentence, the Declarant, its agents and contractors, shall have the right of ingress, egress and parking on the Premises and the right to store construction equipment and materials on the Premises without the payment of any fee or charge whatsoever.

9.04 GRANT OF EASEMENTS AND DEDICATIONS: Declarant shall have the right to dedicate portions of the Premises to the County, the Municipality or any other governmental authority which has jurisdiction over such portions, subject to the agreement of the governmental authority to accept such dedication. Declarant shall also have the right to reserve or grant easements over the Premises to any governmental authority, public utility or private utility for the installation and maintenance of electrical and telephone conduit and lines, gas, sewer or water lines, or any other utility services serving any Dwelling Unit.

9.05 DECLARANT CONTROL OF COMMUNITY ASSOCIATION: Prior to the First Meeting (as defined in the Operating Agreement), the Declarant shall be the sole manager of the Association, as more fully provided in the Operating Agreement. The rights and powers of the Declarant to act as the sole manager of the Association shall terminate on the first to occur of (i) such time as Declarant no longer holds or controls title to any portion of the Development Area, (ii) the giving of written notice by Declarant to the Association of Declarant's election to terminate such rights, or (iii) October 19, 2021. The date on which the Declarant's rights under this Section shall terminate shall be referred to as the "Turnover Date". From and after the

Turnover Date, the Board shall be constituted and elected as provided in the Operating Agreement.

9.06 OTHER RIGHTS: The Declarant shall have the right and power to execute all documents and do all other acts and things affecting the Premises which, in Declarant's opinion, are necessary or desirable in connection with the rights of Declarant under this Community Declaration.

ARTICLE TEN
Amendment

10.01 SPECIAL AMENDMENTS: Anything herein to the contrary notwithstanding, Declarant reserves the right and power to Record a special amendment ("Special Amendment") to this Community Declaration at any time and from time to time which amends this Community Declaration and any Exhibit thereto (i) to comply with requirements of Fannie Mae, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Dwelling Units, (iii) to correct errors, omissions, ambiguities or inconsistencies in the Community Declaration or any Exhibit, (iv) to bring the Community Declaration into compliance with applicable laws, ordinances or governmental regulations, (v) to amend Exhibit A to include additional real estate, (vi) to amend Exhibit B to add newly created Condominium Units or newly created Townhome Units to Section II of Exhibit B to reflect the recording of a condominium declaration or a supplement thereto, or a non-condominium townhome declaration or a supplement thereto, or (vii) to reflect changes in agreements between the Declarant and TLC. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to make, execute and Record Special Amendments. The right and power to make Special Amendments hereunder shall terminate at such time as (i) the Development has been fully developed and improved per Declarant's Development Plan, and (ii) five (5) years after Declarant no longer holds or controls title to any portion of the Development Area.

10.02 AMENDMENT: Subject to Section 10.01 and Article Twelve, the provisions of this Community Declaration may be amended, abolished, modified, enlarged, or otherwise changed in whole or in part by the affirmative vote of Voting Members representing at least seventy-five percent of the total votes or by an instrument executed by Owners of at least seventy-five Percent (75%) of the Dwelling Units; except, that (i) the provisions of this Section 10.02 may be amended only by an instrument executed by all of the Owners and all First Mortgagees, (ii) Article Nine, and any other provisions relating to the rights of Declarant may be amended only with the written consent of the Declarant, and (iii) Exhibit C may only be amended with the written consent of TLC. No amendment which removes Premises from the provisions of this Community Declaration shall be effective if as a result of such removal, an

Owner of a Dwelling Unit shall no longer have the legal access to a public way from his Dwelling Unit. No amendment which affects the rights of TLC shall be effective unless TLC has given its prior written consent thereto. No amendment shall become effective until properly Recorded.

ARTICLE ELEVEN
First Mortgagees Rights

11.01 NOTICE TO FIRST MORTGAGEES: Upon the specific, written request of First Mortgagee or the insurer or guarantor of a First Mortgagee's mortgage, such party shall receive some or all of the following:

(a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Community Declaration by the Community Association to the Owner of the Dwelling Unit covered by the First Mortgagee's mortgage;

(b) Any audited or unaudited financial statements of the Community Association which are prepared for the Community Association and distributed to the Owners; provided, that, if an audited statement is not available, then upon the written request of the holder, insurer or guarantor of a Mortgage, the Community Association shall permit such party to have an audited statement for the preceding fiscal year of the Community Association prepared at such party's expense;

(c) Copies of notices of meetings of the Owners;

(d) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Community Area.

(e) Notice of any default by the Owner of the Dwelling Unit which is subject to the First Mortgagee's mortgage under this Community Declaration, the By-Laws or the rules and regulations of the Community Association which is not cured within thirty (30) days of the date of the default;

(f) The right to examine the books and records of the Community Association at any reasonable times; and

(g) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Community Association.

The request of any such party shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Community Association.

11.02 INSURANCE PROCEEDS/CONDEMNATION AWARDS: In the event of (i) any distribution of any insurance proceeds hereunder as a result of damage to, or destruction of, any part of the Community Area or (ii) any distribution of the proceeds of any award or

settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Community Area or Conservation Easement Area, any such distribution shall be made to the Owners and their respective First Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the First Mortgagee of a Dwelling Unit with respect to any such distribution to or with respect to such Dwelling Unit; provided, that, nothing in this Section shall be construed to deny to the Community Association the right (i) to apply insurance proceeds to repair or replace damaged Community Area or (ii) to apply proceeds of any award or settlement as a result of eminent domain proceedings as provided in Article Four.

ARTICLE TWELVE
Annexing Additional Property

12.01 IN GENERAL: Declarant reserves the right at any time and from time to time prior to October 19, 2021 to annex, add and subject additional portions of the Development Area to the provisions of this Community Declaration as additional Premises by recording a supplement to this Community Declaration (a "Supplemental Declaration"), as hereinafter provided. Any portion of the Premises which is subjected to this Community Declaration by a Supplemental Declaration shall be referred to as "Added Premises"; any portion of any Added Premises which is made part of the Community Area shall be referred to as "Added Community Area"; any Dwelling Units contained in the Added Premises shall be referred to as "Added Dwelling Units". From and after October 19, 2021, Declarant may exercise the rights described herein to annex, add and subject additional portions of the Premises to the provisions of this Community Declaration, provided that the consent the Owners (by number) of two-thirds (2/3) of all Dwelling Units then subject to this Community Declaration is first obtained.

12.02 POWER TO AMEND: Declarant hereby reserves the right and power to Record a Supplemental Declaration, at any time and from time to time as provided in Section 12.01, which amends or supplements Exhibit B. Exhibit B may only be amended or supplemented pursuant to this Article to add portions of the Development Area to Exhibit B, identify Added Dwelling Units and shall not be amended to reduce or remove any real estate which is described in Exhibit B immediately prior to the Recording of such Supplemental Declaration. A Supplemental Declaration may contain such additional provisions affecting the use of the Added Premises or the rights and obligations of owners of any part or parts of the Added Premises as the Declarant deems necessary or appropriate.

12.03 EFFECT OF SUPPLEMENTAL DECLARATION: Upon the Recording of a Supplemental Declaration by Declarant which annexes and subjects Added Premises, Added Community Area, Added Conservation Easement Area, or Added Dwelling Units to this Community Declaration, as provided in this Article, then:

(a) The easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges set forth and described herein shall run with and bind the Added Premises and inure to the benefit of and be binding on any Person having at any time any interest or estate in the Added Premises in the same manner, to the same extent and with the same force and effect that this Community Declaration applies to the Premises, and Persons having an interest or estate in the Premises, subjected to this

Community Declaration prior to the date of the Recording of the Supplemental Declaration;

(b) Every Owner of an Added Dwelling Unit shall be a member of the Community Association on the same terms and subject to the same qualifications and limitations as those members who are Owners of Dwelling Units immediately prior to the Recording of such Supplemental Declaration;

(c) In all other respects, all of the provisions of this Community Declaration shall include and apply to the Added Premises made subject to this Community Declaration by any such Supplemental Declaration and the Owners, mortgagees, and lessees thereof, with equal meaning and of like force and effect and the same as if such Added Premises were subjected to this Community Declaration at the time of the Recording hereof;

(d) The Recording of each Supplemental Declaration shall not alter the amount of the lien for any Charges made to a Dwelling Unit or its Owner prior to such Recording;

(e) The Declarant shall have and enjoy with respect to the Added Premises all rights, powers and easements reserved by the Declarant in this Community Declaration, plus any additional rights, powers and easements set forth in the Supplemental Declaration; and

(f) Each Owner of an Added Dwelling Unit which is subject to assessment hereunder shall be responsible for the payment of the Community Assessment pursuant to Section 6.02 or Section 6.09, but shall not be responsible for the payment of any special assessment which was levied prior to the time that the Added Dwelling Unit became subject to assessment hereunder.

ARTICLE THIRTEEN
Miscellaneous

13.01 NOTICES: Any notice required to be sent to any Owner under the provisions of this Community Declaration or the By-Laws shall be deemed to have been properly sent if (i) mailed, postage prepared, to his or its last known address as it appears on the records of the Community Association at the time of such mailing, (ii) transmitted by facsimile or e-mail to his or its facsimile number or e-mail address as either appears on the records of the Community Association at the time of such transmittal, or (iii) when personally delivered to his or its Dwelling Unit. The date of mailing, or the date of transmission if the notice is sent by facsimile or e-mail, shall be deemed the date of service.

13.02 CAPTIONS: The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Community Declaration. In the event of any conflict between statements made in recitals to this Community Declaration and the provisions contained in the body of this Community Declaration, the provisions in the body of this Community Declaration shall govern.

13.03 SEVERABILITY: Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions, or reservations, by legislation, judgment or court order shall in no way affect any other provisions of this Community Declaration which shall, and all other provisions, remain in full force and effect.

13.04 PERPETUITIES AND OTHER INVALIDITY: If any of the options, privileges, covenants or rights created by this Community Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of George H.W. Bush, the former President of the United States.

13.05 ASSIGNMENT BY DECLARANT: Except as otherwise provided herein, any and all rights which are specified in this Community Declaration to be rights of the Declarant are mortgageable, pledgeable, assignable or transferable. Any successor to, or assignee of, the any of the rights of the Declarant hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of Declarant hereunder as fully as if named as such party herein. No such successor assignee of any of the rights of Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

13.06 TITLE HOLDING LAND TRUST: In the event title to any Dwelling Unit is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Dwelling Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all Charges and for the performance of all agreements, covenants and undertakings chargeable or created under this Community Declaration against such Dwelling Unit. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Dwelling Unit and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Dwelling Unit.

13.07 WAIVER OF IMPLIED WARRANTY OF HABITABILITY: Illinois courts have held that every contract for the construction of a new home in Illinois carries with it a warranty that when completed, the home will be free of defects and will be fit for its intended use as a home. The courts have also held that this "Implied Warranty of Habitability" does not have to be in writing to be a part of the contract and that it covers not only structural and mechanical defects such as may be found in the foundation, roof, masonry, heating, electrical and plumbing, but it also covers any defect in workmanship which may not easily be seen by the buyer. However, the courts have also held that a seller-builder and buyer may agree in writing that the Implied Warranty of Habitability is not included as a part of their particular contract. Each buyer of a Dwelling Unit from Declarant agreed in the purchase contract that the Declarant has excluded and disclaimed the Implied Warranty of Habitability and all other implied warranties, whether

created judicially, statutorily or by common law, including the implied warranty of fitness for a particular purpose. Such exclusion and disclaimer shall apply to and bind any subsequent Owner of a Dwelling Unit and, accordingly, no Owner of a Dwelling Unit shall have any right to assert a claim against Declarant for a breach of the Implied Warranty of Habitability or any other implied warranty.

Dated: _____, 2015

DECLARANT:

WOODSTOCK 150, LLC, an Illinois limited liability company

By:_____
Peter Brennan, Manager

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Peter Brennan, Manager of Woodstock 150, LLC ("Company") personally known to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act, and as the free and voluntary act of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this ____ day of _____, 2015.

_____
Notary Public

List of Exhibits

A. Development Area

B. Premises

C. Form of Conservation Easement

D. Maintenance Standards for Conservation Easement Areas

E. Fence Design Standards and Specifications

EXHIBIT A TO
COMMUNITY DECLARATION FOR APPLE CREEK ESTATES

The Development Area

ALL LOTS AND OUTLOTS IN APPLE CREEK ESTATES PHASE 1A, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17 AND THE NORTHWEST QUARTER OF SECTION 20, ALL IN TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS, PURSUANT TO THE PLAT THEREOF RECORDED IN MCHENRY COUNTY, ILLINOIS AS DOCUMENT NO. 2006R0027792.

ALL LOTS AND OUTLOTS IN APPLE CREEK ESTATES PHASE 1B, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, AND THE NORTHWEST QUARTER OF SECTION 20, ALL IN TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 2006 AS DOCUMENT NO. R2006-0024457.

ALL LOTS AND OUTLOTS IN APPLE CREEK ESTATES PHASE 1C, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, AND THE NORTHWEST QUARTER OF SECTION 20, ALL IN TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 2006 AS DOCUMENT NO. 2006R0076532.

ALL LOTS AND OUTLOTS IN APPLE CREEK ESTATES PHASE 1D SUBDIVISION, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, IN TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS, PURSUANT TO THE PLAT THEREOF RECORDED IN MCHENRY COUNTY, ILLINOIS AS DOCUMENT NO. 2006R0076534.

[LEGAL DESCRIPTION FOR 25.427 ACRES OWNED BY WOODSTOCK HOLDINGS TO BE INSERTED.]

EXHIBIT B TO
COMMUNITY DECLARATION FOR APPLE CREEK ESTATES

The Premises

I. THE PREMISES

A. LOTS 516 THROUGH 554, BOTH INCLUSIVE, LOTS 640 THROUGH 655, BOTH INCLUSIVE, LOTS 658 THROUGH 674, BOTH INCLUSIVE, LOTS 678 THROUGH 689, BOTH INCLUSIVE, LOTS 708 THROUGH 746, BOTH INCLUSIVE, OUTLOT N, OUTLOT AL, OUTLOT AM, OUTLOT AN, OUTLOT AO1, OUTLOT AP AND OUTLOT H1, IN APPLE CREEK ESTATES PHASE 1A, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17 AND THE NORTHWEST QUARTER OF SECTION 20, ALL IN TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS, PURSUANT TO THE PLAT THEREOF RECORDED IN MCHENRY COUNTY, ILLINOIS AS DOCUMENT NO. 2006R0027792 ("APPLE CREEK ESTATES PHASE 1A SUBDIVISION")

B. PARCEL 1: THAT PART OF OUTLOT M IN APPLE CREEK ESTATES PHASE 1B, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, AND THE NORTHWEST QUARTER OF SECTION 20, ALL IN TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 2006 AS DOCUMENT NO. R2006-0024457 ("APPLE CREEK ESTATES PHASE 1B SUBDIVISION") AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID OUTLOT M; THENCE NORTH 29 DEGREES, 58 MINUTES, 33 SECONDS EAST, ALONG THE SOUTHEAST LINE OF SAID OUTLOT M, A DISTANCE OF 427.58 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, 62.84 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND BEING THE SOUTHEAST LINE OF SAID OUTLOT, SAID CURVE HAVING A RADIUS OF 120.00 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 23 SECONDS WEST, A DISTANCE OF 100.00 FEET TO THE WEST LINE OF SAID OUTLOT M; THENCE SOUTH 00 DEGREES, 01 MINUTES, 37 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 5.36 FEET; THENCE SOUTH 29 DEGREES, 58 MINUTES, 33 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID OUTLOT, A DISTANCE OF 424.43 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT M; THENCE SOUTHEASTERLY ALONG THE SOUTHWEST LINE OF SAID OUTLOT M, BEING A CURVE CONCAVE SOUTHWESTERLY AND HAVING AN ARC DISTANCE OF 100.43 FEET AND A RADIUS OF 766.00 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF OUTLOT I IN APPLE CREEK ESTATES PHASE 1B, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, AND THE NORTHWEST QUARTER OF SECTION 20, ALL IN TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 2006 AS DOCUMENT NO. R2006-0024457 AS DESCRIBED AS

FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID OUTLOT I ; THENCE NORTH 29 DEGREES, 58 MINUTES, 33 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID OUTLOT I, A DISTANCE OF 136.29 FEET; THENCE SOUTH 60 DEGREES, 05 MINUTES, 54 SECONDS EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 29 DEGREES, 58 MINUTES, 33 SECONDS WEST, A DISTANCE OF 167.14 FEET TO THE SOUTHWEST LINE OF SAID OUTLOT I; THENCE NORTHWESTERLY ALONG SAID SOUTHWEST LINE, BEING A CURVE CONCAVE SOUTHWESTERLY AND HAVING AN ARC OF 104.71 FEET AND A RADIUS OF 766.00 FEET, TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

C. PARCEL 3: OUTLOT M, EXCEPT THAT PART OF OUTLOT M IN APPLE CREEK ESTATES PHASE 1B, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, AND THE NORTHWEST QUARTER OF SECTION 20, ALL IN TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 2006 AS DOCUMENT NO. 2006R0024457 AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID OUTLOT M; THENCE NORTH 29 DEGREES, 58 MINUTES, 33 SECONDS EAST, ALONG THE SOUTHEAST LINE OF SAID OUTLOT M, A DISTANCE OF 427.58 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, 62.84 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND BEING THE SOUTHEAST LINE OF SAID OUTLOT, SAID CURVE HAVING A RADIUS OF 120.00 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 23 SECONDS WEST, A DISTANCE OF 100.00 FEET TO THE WEST LINE OF SAID OUTLOT M; THENCE SOUTH 00 DEGREES, 01 MINUTES, 37 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 5.36 FEET; THENCE SOUTH 29 DEGREES, 58 MINUTES, 33 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID OUTLOT, A DISTANCE OF 424.43 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT M; THENCE SOUTHEASTERLY ALONG THE SOUTHWEST LINE OF SAID OUTLOT M, BEING A CURVE CONCAVE SOUTHWESTERLY AND HAVING AN ARC DISTANCE OF 100.43 FEET AND A RADIUS OF 766.00 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 4: THAT PART OF OUTLOT I IN APPLE CREEK ESTATES PHASE 1B, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, AND THE NORTHWEST QUARTER OF SECTION 20, ALL IN TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 2006 AS DOCUMENT NO. 2006R0024457 AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID OUTLOT I; THENCE SOUTH 60 DEGREES, 01 MINUTES, 27 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID OUTLOT I, A DISTANCE OF 151.08 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT; THENCE SOUTH 00 DEGREES, 34 MINUTES, 13 SECONDS EAST, ALONG THE EAST LINE OF SAID OUTLOT, A DISTANCE OF 64.15 FEET; THENCE NORTH 89 DEGREES, 42 MINUTES, 23 SECONDS WEST, A DISTANCE OF 96.34 FEET; THENCE NORTH 60 DEGREES, 03 MINUTES, 54 SECONDS WEST, A DISTANCE OF 100.00 FEET TO A POINT ON THE NORTHWEST LINE OF SAID OUTLOT I; THENCE NORTH 29 DEGREES, 58

MINUTES, 33 EAST, ALONG SAID NORTHWEST LINE, A DISTANCE OF 103.04 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 5: THAT PART OF OUTLOT I IN APPLE CREEK ESTATES PHASE 1B, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, AND THE NORTHWEST QUARTER OF SECTION 20, ALL IN TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 2006 AS DOCUMENT NO. 2006R0024457 AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SHENANDOAH LANE AND MACINTOSH DRIVE; THENCE SOUTH 89 DEGREES, 25 MINUTES, 47 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID SHENANDOAH LANE, A DISTANCE OF 95.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES, 34 MINUTES, 13 SECONDS EAST, A DISTANCE OF 157.94 FEET TO THE SOUTH LINE OF SAID OUTLOT I; THENCE NORTHWESTERLY, 248.73 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE BEING THE SAID SOUTH LINE OF SAID OUTLOT AND HAVING A RADIUS OF 564.00 FEET AND A CHORD BEARING NORTH 68 DEGREES, 51 MINUTES, 32 SECONDS WEST, 246.72 FEET; THENCE NORTH 33 DEGREES, 18 MINUTES, 14 SECONDS EAST, A DISTANCE OF 133.41 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID SHENANDOAH LINE; THENCE SOUTHEASTERLY, 48.12 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE BEING THE SOUTH RIGHT OF WAY LINE OF SAID SHENANDOAH LANE AND HAVING A RADIUS OF 405.00 FEET, TO A POINT OF COMPOUND CURVE; THENCE SOUTHEASTERLY, 85.03 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE BEING THE SOUTH RIGHT OF WAY LINE OF SHENANDOAH LANE AND HAVING A RADIUS OF 180.00 FEET; THENCE NORTH 89 DEGREES, 25 MINUTES, 47 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 31.50 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 6: OUTLOT L1 IN APPLE CREEK ESTATES PHASE 1B, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, AND THE NORTHWEST QUARTER OF SECTION 20, ALL IN TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 2006 AS DOCUMENT NO. 2006R0024457, IN MCHENRY COUNTY, ILLINOIS.

D. PARCEL 7 (BUILDING 11): THAT PART OF OUTLOT I IN APPLE CREEK ESTATES PHASE 1B, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, AND THE NORTHWEST QUARTER OF SECTION 20, ALL IN TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 2006 AS DOCUMENT NO. 2006R0024457 AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SHENANDOAH LANE AND MACINTOSH AVENUE; THENCE SOUTH 89 DEGREES, 25 MINUTES, 47 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID SHENANDOAH LANE, A DISTANCE OF 95.07 FEET;

THENCE SOUTH 00 DEGREES, 34 MINUTES, 13 SECONDS EAST, A DISTANCE OF 157.94 FEET TO THE SOUTH LINE OF SAID OUTLOT I; THENCE SOUTHEASTERLY, 89.35 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND BEING THE SOUTH LINE OF SAID OUTLOT AND HAVING A RADIUS OF 564.00 FEET; THENCE NORTH 89 DEGREES, 25 MINUTES, 47 SECONDS EAST, A DISTANCE OF 6.09 FEET TO THE WEST RIGHT OF WAY LINE OF MACINTOSH AVENUE; THENCE NORTH 00 DEGREES, 34 MINUTES, 13 SECONDS WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 8 (BUILDING 12): OUTLOT J1 IN APPLE CREEK ESTATES PHASE 1B, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, AND THE NORTHWEST QUARTER OF SECTION 20, ALL IN TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 2006 AS DOCUMENT NO. 2006R0024457, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 9 (BUILDING 21): OUTLOT K1 IN APPLE CREEK ESTATES PHASE 1B, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, AND THE NORTHWEST QUARTER OF SECTION 20, ALL IN TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 2006 AS DOCUMENT NO. 2006R0024457, IN MCHENRY COUNTY, ILLINOIS.

E. PARCEL 10 (BUILDING 7): THAT PART OF OUTLOT I IN APPLE CREEK ESTATES PHASE 1B, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, AND THE NORTHWEST QUARTER OF SECTION 20, ALL IN TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 2006 AS DOCUMENT NO. 2006R0024457 AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF WILDMEADOW LANE AND THE WESTERLY RIGHT OF WAY OF SHENANDOAH LANE; THENCE SOUTH 00 DEGREES, 34 MINUTES, 13 SECONDS EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID SHENANDOAH LANE, A DISTANCE OF 64.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES, 34 MINUTES, 13 SECONDS EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 123.71 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE, 47.53 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 180.00 FEET; THENCE SOUTH 74 DEGREES, 17 MINUTES, 59 SECONDS WEST, A DISTANCE OF 145.55 FEET TO THE SOUTHWEST LINE OF SAID OUTLOT I; THENCE NORTHWESTERLY ALONG SAID SOUTHWEST LINE OF OUTLOT I, 81.21 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAVING A RADIUS OF 766.00 FEET AND A CHORD BEARING NORTH 35 DEGREES, 57 MINUTES, 43 SECONDS WEST, 81.17 FEET; THENCE NORTH 29 DEGREES, 58 MINUTES, 33 SECONDS EAST, A

DISTANCE OF 167.14 FEET; THENCE SOUTH 89 DEGREES, 43 MINUTES, 23 SECONDS EAST, A DISTANCE OF 96.34 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 11 (BUILDING 9): THAT PART OF OUTLOT I IN APPLE CREEK ESTATES PHASE 1B, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, AND THE NORTHWEST QUARTER OF SECTION 20, ALL IN TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 2006 AS DOCUMENT NO. 2006R0024457 AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SHENANDOAH LANE AND MACINTOSH AVENUE; THENCE SOUTH 89 DEGREES, 25 MINUTES, 47 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID SHENANDOAH LANE, A DISTANCE OF 126.57 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID RIGHT OF WAY, 85.03 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 180.00 FEET TO A POINT OF COMPOUND CURVATURE; THENCE CONTINUING ALONG SAID RIGHT OF WAY, 48.12 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 405.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 33 DEGREES, 18 MINUTES, 14 SECONDS WEST, A DISTANCE OF 133.41 FEET TO THE SOUTHWEST LINE OF SAID OUTLOT I; THENCE NORTHWESTERLY ALONG SAID SOUTHWEST LINE, 221.57 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 564.00 FEET AND A CHORD BEARING NORTH 44 DEGREES, 58 MINUTES, 14 SECONDS WEST, 220.14 FEET; THENCE NORTH 56 DEGREES, 53 MINUTES, 28 SECONDS EAST, A DISTANCE OF 133.68 FEET TO THE SOUTHWEST RIGHT OF WAY LINE OF SAID SHENANDOAH LANE; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE, 166.73 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 405.00 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 12 (BUILDING 13): THAT PART OF OUTLOT J2 IN APPLE CREEK ESTATES PHASE 1C, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, AND THE NORTHWEST QUARTER OF SECTION 20, ALL IN TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 2006 AS DOCUMENT NO. 2006R0076532 AND DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST WESTERLY CORNER OF SAID OUTLOT J2; THENCE NORTH 56 DEGREES, 34 MINUTES, 32 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID OUTLOT J2, A DISTANCE OF 124.33 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG SAID NORTHWEST LINE, 59.45 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 120.00 FEET; THENCE SOUTH 01 DEGREES, 22 MINUTES, 53 SECONDS EAST, A DISTANCE OF 103.06 FEET TO THE NORTHWEST CORNER OF OUTLOT J1 IN APPLE CREEK ESTATES PHASE 1B; THENCE SOUTH 26 DEGREES, 29 MINUTES, 46 SECONDS WEST, ALONG THE WEST LINE OF SAID OUTLOT J1; A DISTANCE OF 93.69 FEET TO THE MOST

SOUTHERLY CORNER OF SAID OUTLOT J2; THENCE NORTHWESTERLY ALONG THE SOUTHEAST LINE OF SAID OUTLOT J2, 156.94 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY SAID CURVE HAVING A RADIUS OF 345.00 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

F. LOTS 555 THROUGH 639, BOTH INCLUSIVE, LOTS 656 AND 657, LOTS 675, 676 677, LOTS 690 THROUGH 707, BOTH INCLUSIVE, AND OUTLOT O, OUTLOT P AND OUTLOT R IN APPLE CREEK ESTATES PHASE 1D SUBDIVISION, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, IN TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS, PURSUANT TO THE PLAT THEREOF RECORDED IN MCHENRY COUNTY, ILLINOIS AS DOCUMENT NO. 2006R0076534 ("APPLE CREEK ESTATES PHASE 1D SUBDIVISION").

G. PARCEL 13, BUILDING 14: OUTLOT J2, EXCEPT THAT PART OF OUTLOT J2 IN APPLE CREEK ESTATES PHASE 1C, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, AND THE NORTHWEST QUARTER OF SECTION 20, ALL IN TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 2006 AS DOCUMENT NO. 2006R0076532 AND DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST WESTERLY CORNER OF SAID OUTLOT J2; THENCE NORTH 56 DEGREES, 34 MINUTES, 32 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID OUTLOT J2, A DISTANCE OF 124.33 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG SAID NORTHWEST LINE, 59.45 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 120.00 FEET; THENCE SOUTH 01 DEGREES, 22 MINUTES, 53 SECONDS EAST, A DISTANCE OF 103.06 FEET TO THE NORTHWEST CORNER OF OUTLOT J1 IN APPLE CREEK ESTATES PHASE 1B; THENCE SOUTH 26 DEGREES, 29 MINUTES, 46 SECONDS WEST, ALONG THE WEST LINE OF SAID OUTLOT J1; A DISTANCE OF 93.69 FEET TO THE MOST SOUTHERLY CORNER OF SAID OUTLOT J2; THENCE NORTHWESTERLY ALONG THE SOUTHEAST LINE OF SAID OUTLOT J2, 156.94 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY SAID CURVE HAVING A RADIUS OF 345.00 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

H. PARCEL 14, BUILDING 20: THAT PART OF OUTLOT K3 IN APPLE CREEK ESTATES PHASE 1C, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, AND THE NORTHWEST QUARTER OF SECTION 20, ALL IN TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 2006 AS DOCUMENT NO. 2006R0076532 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED FEBRUARY 6, 2007 AS DOCUMENT NO. 2007R0008780 AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHEAST RIGHT OF WAY OF SHENANDOAH LANE AND THE NORTHWEST RIGHT OF WAY OF

MACINTOSH AVENUE; THENCE NORTH 30 DEGREES, 34 MINUTES, 13 SECONDS WEST, ALONG SAID NORTHEAST RIGHT OF WAY, A DISTANCE OF 87.93 FEET TO THE SOUTHWEST CORNER OF OUTLOT K1 IN APPLE CREEK ESTATES PHASE 1B; THENCE NORTH 59 DEGREES, 25 MINUTES, 47 SECONDS EAST, ALONG THE SOUTHEAST LINE OF SAID OUTLOT K1, A DISTANCE OF 96.74 FEET; THENCE NORTH 57 DEGREES, 20 MINUTES, 45 SECONDS EAST, A DISTANCE OF 123.21 FEET; THENCE SOUTH 12 DEGREES, 24 MINUTES, 31 SECONDS EAST, A DISTANCE OF 99.96 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID MACINTOSH AVENUE; THENCE SOUTHWESTERLY, 66.00 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 180.00 FEET AND A CHORD BEARING SOUTH 67 DEGREES, 04 MINUTES, 47 SECONDS WEST, 65.64 FEET TO A POINT OF TANGENCY; THENCE SOUTH 56 DEGREES, 34 MINUTES, 32 SECONDS WEST ALONG SAID RIGHT OF WAY LINE OF MACINTOSH AVENUE, A DISTANCE OF 123.82 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

I. PARCEL 15, BUILDING 19: THAT PART OF OUTLOT K3 IN APPLE CREEK ESTATES PHASE 1C, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, AND THE NORTHWEST QUARTER OF SECTION 20, ALL IN TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 2006 AS DOCUMENT NO. 2006R0076532 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED FEBRUARY 6, 2007 AS DOCUMENT NO. 2007R0008780 AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEAST RIGHT OF WAY OF SHENANDOAH LANE AND THE NORTHWEST RIGHT OF WAY OF MACINTOSH AVENUE; THENCE NORTH 56 DEGREES, 34 MINUTES, 32 SECONDS EAST, ALONG SAID NORTHWEST RIGHT OF WAY, A DISTANCE OF 123.82 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, 66.00 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 180.00 FEET AND A CHORD BEARING NORTH 67 DEGREES, 04 MINUTES, 47 SECONDS EAST, 65.64 FEET TO THE POINT OF BEGINNING; THENCE NORTH 12 DEGREES, 24 MINUTES, 31 SECONDS WEST, A DISTANCE OF 99.96 FEET; THENCE NORTH 89 DEGREES, 25 MINUTES, 47 SECONDS EAST, A DISTANCE OF 155.73 FEET; THENCE SOUTH 00 DEGREES, 36 MINUTES, 48 SECONDS EAST, A DISTANCE OF 94.77 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID MACINTOSH AVENUE; THENCE NORTHWESTERY, 12.72 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 105.00 AND A CHORD BEARING NORTH 87 DEGREES, 05 MINUTES, 57 SECONDS WEST, 12.71 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES, 25 MINUTES, 47 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 85.65 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, 37.22 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 180.00 FEET AND A CHORD BEARING SOUTH 83 DEGREES, 30 MINUTES, 24 SECONDS WEST, 37.15 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

J. PARCEL 16, BUILDING 8: THAT PART OF OUTLOT I IN APPLE CREEK ESTATES PHASE 1B, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST

QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, AND THE NORTHWEST QUARTER OF SECTION 20, ALL IN TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 2006 AS DOCUMENT NO. 2006R0024457 AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF SHENANDOAH LANE AND THE SOUTH RIGHT OF WAY LINE OF WILDMEADOW LANE; THENCE SOUTH 00 DEGREES, 34 MINUTES, 13 SECONDS EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 187.86 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY, 47.53 FEET ALONG AN ARC OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 180.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED LINE, AN ARC DISTANCE OF 46.72 FEET; THENCE SOUTH 30 DEGREES, 34 MINUTES, 13 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 107.91 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY, 17.94 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 405.00 FEET; THENCE SOUTH 56 DEGREES, 53 MINUTES, 28 SECONDS WEST, A DISTANCE OF 133.68 FEET TO THE SOUTHWEST LINE OF SAID OUTLOT I; THENCE NORTHEASTERLY ALONG SAID SOUTHWEST LINE, 30.97 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 564.00 FEET; THENCE NORTH 30 DEGREES, 34 MINUTES, 13 SECONDS WEST, ALONG SAID SOUTHWEST LINE, A DISTANCE OF 152.87 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG SAID SOUTHWEST LINE, 31.48 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAVING A RADIUS OF 766.00 FEET; THENCE NORTH 74 DEGREES, 17 MINUTES, 59 SECONDS EAST, A DISTANCE OF 145.55 FEET TO THE POINT OF BEGINNING, IN MC HENRY COUNTY, ILLINOIS.

K. PARCEL 17, BUILDING 17: THAT PART OF OUTLOT K3 IN APPLE CREEK ESTATES PHASE 1C, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, AND THE NORTHWEST QUARTER OF SECTION 20, ALL IN TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 2006 AS DOCUMENT NO. 2006R0076532 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED FEBRUARY 6, 2007 AS DOCUMENT NO. 2007R0008780 AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID OUTLOT K3; THENCE NORTH 00 DEGREES, 34 MINUTES, 13 SECONDS WEST, ALONG THE EAST LINE OF SAID OUTLOT K3, A DISTANCE OF 134.50 FEET; THENCE SOUTH 89 DEGREES, 25 MINUTES, 47 SECONDS WEST, A DISTANCE OF 143.36 FEET TO THE EAST RIGHT OF WAY LINE OF MACINTOSH AVENUE; THENCE SOUTHEASTERLY ALONG SAID EAST RIGHT OF WAY LINE, 99.05 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAVING A RADIUS OF 105.00 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREES, 34 MINUTES, 13 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 49.50 FEET TO THE SOUTH LINE OF SAID OUTLOT K3; THENCE NORTH 89 DEGREES, 25 MINUTES, 47 SECONDS EAST,

A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, IN MC HENRY COUNTY, ILLINOIS.

L. PARCEL 18, BUILDING 18: THAT PART OF OUTLOT K3 IN APPLE CREEK ESTATES PHASE 1C, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, AND THE NORTHWEST QUARTER OF SECTION 20, ALL IN TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 2006 AS DOCUMENT NO. 2006R0076532 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED FEBRUARY 6, 2007 AS DOCUMENT NO. 2007R0008780 AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT K3; THENCE NORTH 00 DEGREES, 34 MINUTES, 13 SECONDS WEST, ALONG THE EAST LINE OF SAID OUTLOT K3, A DISTANCE OF 134.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES, 25 MINUTES, 47 SECONDS WEST, A DISTANCE OF 143.36 FEET TO THE EAST RIGHT OF WAY LINE OF MACINTOSH AVENUE; THENCE NORTHWESTERLY ALONG SAID EAST RIGHT OF WAY LINE, 53.16 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAVING A RADIUS OF 105.00 FEET AND A CHORD BEARING NORTH 69 DEGREES, 07 MINUTES, 28 SECONDS WEST, 52.59 FEET; THENCE NORTH 00 DEGREES, 36 MINUTES, 48 SECONDS WEST, A DISTANCE OF 94.77 FEET; THENCE NORTH 89 DEGREES, 25 MINUTES, 47 SECONDS EAST, A DISTANCE OF 192.38 FEET TO THE EAST LINE OF SAID OUTLOT K3; THENCE SOUTH 00 DEGREES, 34 MINUTES, 13 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 114.00 TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

M. PARCEL 19, BUILDING 15: THAT PART OF OUTLOT K2 IN APPLE CREEK ESTATES PHASE 1B, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, AND THE NORTHWEST QUARTER OF SECTION 20, ALL IN TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 2006 AS DOCUMENT NO. 2006R0024457 AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID OUTLOT K2; THENCE NORTH 00 DEGREES, 34 MINUTES, 13 SECONDS WEST, ALONG THE EAST LINE OF SAID OUTLOT K2, A DISTANCE OF 149.48 FEET; THENCE SOUTH 89 DEGREES, 25 MINUTES, 47 SECONDS WEST, A DISTANCE OF 100.00 FEET TO THE WEST LINE OF SAID OUTLOT K2; THENCE SOUTH 00 DEGREES, 34 MINUTES, 13 SECONDS EAST, ALONG THE WEST LINE OF SAID OUTLOT K2, A DISTANCE OF 149.48 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT K2; THENCE NORTH 89 DEGREES, 25 MINUTES, 47 SECONDS EAST, ALONG THE SOUTH LINE OF SAID OUTLOT K2, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 20, BUILDING 16: THAT PART OF OUTLOT K2 IN APPLE CREEK ESTATES PHASE 1B, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, AND THE NORTHWEST QUARTER OF SECTION 20, ALL IN TOWNSHIP 44 NORTH,

RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 2006 AS DOCUMENT NO. 2006R0024457 AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT K2; THENCE NORTH 00 DEGREES, 34 MINUTES, 13 SECONDS WEST, ALONG THE EAST LINE OF SAID OUTLOT K2, A DISTANCE OF 149.48 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES, 25 MINUTES, 47 SECONDS WEST, A DISTANCE OF 100.00 FEET TO THE WEST LINE OF SAID OUTLOT K2; THENCE NORTH 00 DEGREES, 34 MINUTES, 13 SECONDS WEST, ALONG THE WEST LINE OF SAID OUTLOT K2, A DISTANCE OF 181.02 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT K2; THENCE NORTH 89 DEGREES, 25 MINUTES, 47 SECONDS EAST, ALONG THE NORTH LINE OF SAID OUTLOT K2, A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT K2; THENCE SOUTH 00 DEGREES, 34 MINUTES, 13 SECONDS EAST, ALONG THE EAST LINE OF SAID OUTLOT K2, A DISTANCE OF 181.02 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

N. OUTLOTS A02, AQ, OR IN APPLE CREEK ESTATES PHASE 1B SUBDIVISION.

O. OUTLOT H2 IN APPLE CREEK ESTATES PHASE 1D SUBDIVISION.

P. PARCEL 21, BUILDING 22:THAT PART OF OUTLOT K-3 IN FINAL PLAT OF SUBDIVISION APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1-C, BEING A SUBDIVISION OF PARTS OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 2006, AS DOCUMENT NO. 2006R-0076532, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF OUTLOT K-1 IN FINAL PLAT OF SUBDIVISION APPLE CREEK ESTATES PHASE 1-B, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, AND THE NORTHWEST QUARTER OF SECTION 20, ALL IN TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 2006, AS DOCUMENT NO. 2006R-0024457, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY OF WILDMEADOW LANE; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 34 MINUTES 13 SECONDS EAST 171.44 FEET; THENCE NORTH 57 DEGREES 20 MINUTES 45 SECONDS EAST 123.21 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 47 SECONDS EAST PARALLEL WITH THE SOUTHERLY RIGHT-OF-WAY OF WILDMEADOW LANE AFORESAID 24.61 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 13 SECONDS WEST PARALLEL WITH EAST LINE OF OUTLOT K-1 AFORESAID 106.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF WILDMEADOW LANE; THENCE SOUTH 89 DEGREES 25 MINUTES 47 SECONDS WEST 129.00 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY TO THE POINT OF BEGINNING, ALL IN MCHENRY COUNTY, ILLINOIS.

PARCEL 22, BUILDING 35:THAT PART OF OUTLOT L-2 IN FINAL PLAT OF SUBDIVISION APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1-C, BEING A SUBDIVISION OF PARTS OF THE NORTHEAST QUARTER OF THE

NORTHWEST QUARTER OF SECTION 20, AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 2006, AS DOCUMENT NO. 2006R-0076532, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF OUTLOT K-1 IN FINAL PLAT OF SUBDIVISION APPLE CREEK ESTATES PHASE 1-B, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, AND THE NORTHWEST QUARTER OF SECTION 20, ALL IN TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 2006, AS DOCUMENT NO. 2006R-0024457, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY OF WILDMEADOW LANE; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 34 MINUTES 13 SECONDS WEST 60.00 FEET ALONG THE EASTERLY LINE OF OUTLOT K-1 EXTENDED NORTH TO THE POINT OF BEGINNING OF THIS PARCEL'S DESCRIPTION, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY OF WILDMEADOW LANE; THENCE NORTH 89 DEGREES 25 MINUTES 47 SECONDS EAST ALONG THE NORTHERLY RIGHT-OF-WAY OF WILDMEADOW LANE 57.74 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 13 SECONDS WEST 107.00 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 47 SECONDS WEST PARALLEL WITH THE NORTHERLY RIGHT-OF-WAY OF WILDMEADOW LANE 195.64 FEET; THENCE SOUTH 29 DEGREES 58 MINUTES 33 SECONDS WEST 70.18 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY OF WILDMEADOW LANE; THENCE SOUTH 60 DEGREES 01 MINUTES 27 SECONDS EAST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY 58.83 FEET; THENCE SOUTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE NORTHEASTERLY, RADIUS 120.00 FEET, CENTRAL ANGLE 30 DEGREES 32 MINUTES 47 SECONDS, 63.98 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 47 SECONDS EAST 61.92 FEET TO THE POINT OF BEGINNING, ALL IN MCHENRY COUNTY, ILLINOIS.

Q. PARCEL 23, BUILDING 24:THAT PART OF OUTLOT K-3 IN FINAL PLAT OF SUBDIVISION APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1-C, BEING A SUBDIVISION OF PARTS OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 2006, AS DOCUMENT NO. 2006R-0076532, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF OUTLOT K-3; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 34 MINUTES 13 SECONDS WEST ALONG THE EASTERLY LINE OF APPLECREEK ESTATES AFORESAID 248.50 FEET TO THE POINT OF BEGINNING OF THIS PARCEL'S DESCRIPTION; THENCE CONTINUING ALONG THE PREVIOUSLY DESCRIBED COURSE 111.71 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 47 SECONDS WEST 170.85 FEET TO A POINT ON A 105.00 FOOT RADIUS CURVE THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 19 DEGREES 33 MINUTES 04 SECONDS WEST FROM SAID POINT SAID POINT, SAID POINT ALSO BEING ON THE SOUTHEASTERLY RIGHT-OF-WAY OF WILDMEADOW LANE; THENCE SOUTHWESTERLY ALONG SAID CURVE 23.74 FEET, CENTRAL ANGLE 12 DEGREES 57 MINUTES 14 SECONDS, WHOSE CHORD

BEARS SOUTH 76 DEGREES 55 MINUTES 33 SECONDS WEST 23.69 FEET; THENCE SOUTH 00 DEGREES 34 MINUTES 13 SECONDS EAST 106.58 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 47 SECONDS EAST 193.98 TO THE POINT OF BEGINNING, ALL IN MCHENRY COUNTY, ILLINOIS.

PARCEL 24, BUILDING 25:THAT PART OF OUTLOT K-3 IN FINAL PLAT OF SUBDIVISION APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1-C, BEING A SUBDIVISION OF PARTS OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 2006, AS DOCUMENT NO. 2006R-0076532, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF OUTLOT K-3; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 34 MINUTES 13 SECONDS WEST ALONG THE EASTERLY LINE OF APPLECREEK ESTATES AFORESAID 360.21 FEET TO THE POINT OF BEGINNING OF THIS PARCEL'S DESCRIPTION; THENCE CONTINUING ALONG THE PREVIOUSLY DESCRIBED COURSE 145.79 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 47 SECONDS WEST 100.00 FEET TO A POINT ON WESTERLY RIGHT-OF-WAY OF WILDMEADOW LANE; THENCE SOUTH 00 DEGREES 34 MINUTES 13 SECONDS EAST ALONG SAID EASTERLY RIGHT-OF-WAY 46.50 FEET; THENCE SOUTHWESTERLY ALONG A TANGENTIAL CURVE CONCAVE NORTHWESTERLY, RADIUS 105.00 FEET, CENTRAL ANGLE 71 DEGREES 01 MINUTES 09 SECONDS, 130.15 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 47 SECONDS EAST 170.85 TO THE POINT OF BEGINNING, ALL IN MCHENRY COUNTY, ILLINOIS.

R. PARCEL 25, BUILDING 23: THAT PART OF OUTLOT K-3 IN FINAL PLAT OF SUBDIVISION APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1-C, BEING A SUBDIVISION OF PARTS OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 2006, AS DOCUMENT NO. 2006R-0076532, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF OUTLOT K-3; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 34 MINUTES 13 SECONDS WEST ALONG THE EASTERLY LINE OF APPLECREEK ESTATES AFORESAID 248.50 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 47 SECONDS WEST 193.98' FEET TO THE POINT OF BEGINNING OF THIS PARCEL'S DESCRIPTION; THENCE CONTINUING ALONG THE PREVIOUSLY DESCRIBED COURSE 129.52 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 13 SECONDS WEST 106.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF WILDMEADOW LANE; THENCE NORTH 89 DEGREES 25 MINUTES 47 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY 118.50 FEET, THENCE NORTHEASTERLY 11.05 FEET ALONG A TANGENTIAL CURVE CONCAVE NORTHWESTERLY, WITH A RADIUS OF 105.00 FEET, WITH A CHORD BEARING NORTH 86 DEGREES 24 MINUTES 58 SECONDS EAST, 11.04 FEET; THENCE SOUTH 00 DEGREES 34 MINUTES 13 SECONDS EAST 106.58 FEET TO THE POINT OF BEGINNING, ALL IN MCHENRY COUNTY, ILLINOIS.

II. DWELLING UNITS

A. DETACHED HOME LOTS

1. Lots 516 through 554, both inclusive, Lots 640 through 655, both inclusive, Lots 658 through 674, both inclusive, Lots 678 through 689, both inclusive, Lots 708 through 746, both inclusive, in Apple Creek Estates Phase 1A Subdivision.

2. Lots 555 through 639, both inclusive, Lots 656 and 657, Lots 675, 676 677, Lots 690 through 707, both inclusive, in Apple Creek Estates Phase 1D Subdivision.

B. TOWNHOME LOTS

None at this time.

B. CONDOMINIUM UNITS

1. Dwelling Units 2-1, 2-2, 2-3, 2-4, 3-1, 3-2, 3-3, 3-4, 4-1, 4-2, 4-3, 4-4, 4-5, 4-6, 5-1, 5-2, 5-3 and 5-4, created pursuant to Declaration of Condominium Ownership for the Townes at Apple Creek Estates Condominium, Recorded October 25, 2006, as Document No. 2006R0078522 ("Condominium Declaration").

2. Dwelling Units 1-1, 1-2, 1-3, 1-4, 1-5, 1-6, 6-1, 6-2, 6-3, 6-4, 10-1, 10-2, 10-3, 10-4, 10-5, 10-6, 36-1, 36-2, 36-3 and 36-4, created pursuant to Supplement No. 1 to the Condominium Declaration, Recorded November 6, 2006 as Document No. 2006R0081627.

3. Dwelling Units 11-1, 11-2, 11-3, 11-4, 12-1, 12-2, 12-3, 12-4, 21-1, 21-2, 21-3, 21-4, 21-5, and 21-6, created pursuant to Supplement No. 2 to the Condominium Declaration, Recorded November 22, 2006, as Document No. 2006R0086044.

4. Dwelling Units 7-1, 7-2, 7-3, 7-4, 7-5, 7-6, 9-1, 9-2, 9-3, 9-4, 9-5, 9-6, 13-1, 13-2, 13-3 and 13-4, created pursuant to Supplement No. 3 to the Condominium Declaration, Recorded December 8, 2006, as Document No. 2006R0089841.

5. Dwelling Units 14-1, 14-2, 14-3 and 14-4, created pursuant to Supplement No. 4 to the Condominium Declaration, Recorded February 14, 2007, as Document No. 2007R0010462.

6. Dwelling Units 20-1, 20-2, 20-3, 20-4, 20-5 and 20-6 created pursuant to Supplement No. 5 to the Condominium Declaration, Recorded March 19, 2007 as Document No. 2007R0018016.

7. Dwelling Units 19-1, 19-2, 19-3 and 19-4 created pursuant to Supplement No. 6 to the Condominium Declaration, Recorded April 18, 2007 as Document No. 2007R0026501.

8. Dwelling Units 8-1, 8-2, 8-3, 8-4, 8-5 and 8-6 created pursuant to Supplement No. 7 to the Condominium Declaration, Recorded June 12, 2007, as Document No. 2007R0040742.

9. Dwelling Units 17-1, 17-2, 17-3 and 17-4 created pursuant to Supplement No. 8 to the Condominium Declaration, Recorded immediately prior to the Recording of this Supplement No. 9 to Community Declaration.

10. Dwelling Units 18-1, 18-2, 18-3, 18-4, 18-5 and 18-6 created pursuant to Supplement No. 9 to the Condominium Declaration, Recorded August 15, 2007 as Document No. 2007R0055931.

11. Dwelling Units 15-1, 15-2, 15-3, 15-4, 16-1, 16-2, 16-3, 16-4, 16-5 and 16-6 created pursuant to Supplement No. 10 to Condominium Declaration, Recorded September 6, 2007 as Document No. 2007R0060779.

12. Dwelling Units 22-1, 22-2, 22-3, 22-4, 35-1, 35-2, 35-3, 35-4, 35-5 and 35-6 created pursuant to Supplement No. 11 to Condominium Declaration, Recorded October 25, 2007 as Document No. 2007R0071217.

13. Dwelling Units 24-1, 24-2, 24-3, 24-4, 24-5, 24-6, 25-1, 25-2, 25-3 and 25-4 created pursuant to Supplement No. 12 to Condominium Declaration, Recorded November 29, 2007, as Document No. 2007R0078329.

14. Dwelling Units 23-1, 23-2, 23-3 and 23-4 created pursuant to Supplement No. 13 to Condominium Declaration, Recorded immediately prior to the Recording of this Supplement No. 15 to Community Declaration.

III. COMMUNITY AREA

A. Outlot AL, Outlot AM, Outlot AN, Outlot AO1 and Outlot AP in Apple Creek Estates Phase 1A Subdivision.

C. Outlots AO2, AQ and AR in Apple Creek Estates Phase 1B Subdivision.

C. BIKE PATH - PARCEL 1 LEGAL DESCRIPTION: THAT PART OF OUTLOT R IN APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D SUBDIVISION, RECORDED OCTOBER 17, 2006 AS DOCUMENT NUMBER 2006R0076534, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 698 IN SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE NORTH 89 DEGREES 58 MINUTES 23 SECONDS EAST, A DISTANCE OF 120.57 FEET ALONG THE SOUTH LINE OF SAID LOT 698 TO THE WEST LINE OF SAID OUTLOT R; THENCE NORTH 00 DEGREES 01 MINUTE 37 SECONDS WEST, A DISTANCE OF 283.33 FEET ALONG SAID WEST LINE OF OUTLOT R TO THE NORTH LINE OF SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE SOUTH 89 DEGREES 33 MINUTES 40 SECONDS EAST, A DISTANCE OF 20.00 FEET ALONG SAID NORTH LINE; THENCE SOUTH 00 DEGREES 01 MINUTES 37 SECONDS EAST, A DISTANCE OF 377.79 FEET ALONG A LINE 20.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID OUTLOT R, TO A POINT OF CURVATURE; THENCE

SOUTHERLY ALONG A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 23.56 FEET AND CHORD BEARING SOUTH 45 DEGREES 01 MINUTES 37 SECONDS EAST; THENCE THE FOLLOWING THREE COURSES ALONG A LINE 20.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID OUTLOT R: THENCE NORTH 89 DEGREES 58 MINUTES 23 SECONDS EAST, A DISTANCE OF 209.04 FEET; THENCE SOUTH 88 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 75.14 FEET; THENCE SOUTH 74 DEGREES 30 MINUTES 35 SECONDS EAST, A DISTANCE OF 103.03 FEET TO THE WEST LINE OF OUTLOT Q IN SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE SOUTH 24 DEGREES 49 MINUTES 12 SECONDS WEST, A DISTANCE OF 20.27 FEET ALONG SAID WEST LINE OF OUTLOT Q TO THE SOUTH LINE OF SAID OUTLOT R; THENCE THE FOLLOWING THREE COURSES ALONG SAID SOUTH LINE OF OUTLOT R: THENCE NORTH 74 DEGREES 30 MINUTES 35 SECONDS WEST, A DISTANCE OF 97.27 FEET; THENCE NORTH 88 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 72.42 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 23 SECONDS WEST, A DISTANCE OF 237.23 FEET TO THE WEST LINE OF SAID OUTLOT R; THENCE THE FOLLOWING THREE COURSES ALONG SAID WEST LINE OF OUTLOT R: THENCE NORTH 12 DEGREES 07 MINUTES 57 SECONDS WEST, A DISTANCE OF 31.31 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 69.00 FEET TO THE NORTHEAST CORNER OF LOT 697 IN SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE SOUTH 89 DEGREES 58 MINUTES 23 SECONDS WEST A DISTANCE OF 120.00 FEET ALONG THE NORTH LINE OF SAID LOT 697, TO THE EAST RIGHT-OF-WAY LINE OF BRAEBURN WAY PER SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE NORTH 00 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 15.72 FEET ALONG SAID EAST RIGHT-OF-WAY LINE OF BRAEBURN WAY TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A TANGENT CURVE, CONCAVE WESTERLY, BEING THE EAST RIGHT-OF-WAY LINE OF BRAEBURN WAY, HAVING A RADIUS OF 180.00 FEET, AN ARC DISTANCE OF 14.30 FEET AND CHORD BEARING NORTH 02 DEGREES 18 MINUTES 09 SECONDS WEST, TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS. [SEE EXHIBIT B-1, EXHIBIT – PARCEL 1 ATTACHED TO SUPPLEMENT NO. 12 AND SPECIAL AMENDMENT NO. 1]

D. BIKE PATH - PARCEL 2 LEGAL DESCRIPTION: THAT PART OF OUTLOT R IN APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, IN TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 2006 AS DOCUMENT NUMBER 2006R0076534, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 602 IN SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE SOUTH 89 DEGREES 55 MINUTES 46 SECONDS WEST, A DISTANCE OF 28.95 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF FIELDSTONE DRIVE PER SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE NORTH 21 DEGREES 12

MINUTES 37 SECONDS EAST, A DISTANCE OF 150.24 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 46 SECONDS EAST, A DISTANCE OF 629.42 FEET ALONG A LINE 20.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID OUTLOT R TO THE EAST LINE OF SAID OUTLOT R; THENCE SOUTH 00 DEGREES 04 MINUTES 14 SECONDS EAST, A DISTANCE OF 140.00 FEET ALONG SAID EAST LINE OF OUTLOT R TO SAID NORTH RIGHT-OF-WAY LINE OF FIELDSTONE DRIVE; THENCE SOUTH 89 DEGREES 55 MINUTES 46 SECONDS WEST, A DISTANCE OF 25.00 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE OF FIELDSTONE DRIVE TO THE EAST LINE OF LOT 595 IN SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE NORTH 00 DEGREES 04 MINUTES 14 SECONDS WEST, A DISTANCE OF 120.00 FEET ALONG SAID EAST LINE OF LOT 595 TO THE SOUTH LINE OF SAID OUTLOT R; THENCE SOUTH 89 DEGREES 55 MINUTES 46 SECONDS WEST, A DISTANCE OF 590.00 FEET ALONG SAID SOUTH LINE OF OUTLOT R TO THE WEST LINE OF SAID LOT 602; THENCE SOUTH 18 DEGREES 21 MINUTES 52 SECONDS WEST A DISTANCE OF 126.49 FEET ALONG SAID WEST LINE OF LOT 602 TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS. [SEE EXHIBIT B-1, EXHIBIT – PARCEL 2 ATTACHED TO SUPPLEMENT NO. 12 AND SPECIAL AMENDMENT NO. 1]

E. BIKE PATH - PARCEL 3 LEGAL DESCRIPTION: THAT PART OF OUTLOT P IN APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, IN TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 2006 AS DOCUMENT NUMBER 2006R0076534, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 594, BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF FIELDSTONE DRIVE, IN SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE NORTH 89 DEGREES 55 MINUTES 46 SECONDS EAST, A DISTANCE OF 25.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF FIELDSTONE DRIVE TO THE EAST LINE OF SAID OUTLOT P; THENCE SOUTH 00 DEGREES 04 MINUTES 14 SECONDS EAST, A DISTANCE OF 144.60 FEET ALONG SAID EAST LINE OF OUTLOT P TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 175.00 FEET, AN ARC DISTANCE OF 206.25 FEET AND CHORD BEARING SOUTH 33 DEGREES 41 MINUTES 36 SECONDS WEST TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 84.00 FEET, AN ARC DISTANCE OF 99.00 FEET AND CHORD BEARING SOUTH 33 DEGREES 41 MINUTES 36 SECONDS WEST TO A LINE 20.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID OUTLOT P; THENCE SOUTH 00 DEGREES 04 MINUTES 14 SECONDS EAST, A DISTANCE OF 83.03 FEET ALONG SAID PARALLEL LINE; THENCE SOUTH 89 DEGREES 55 MINUTES 46 SECONDS WEST A DISTANCE OF 140.00 FEET ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, BEING THE NORTH LINE OF LOT 588 IN SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D AND THE EASTERLY EXTENSION THEREOF, TO THE EAST RIGHT-OF-WAY LINE OF WOODWORTH AVENUE PER SAID APPLE CREEK ESTATES

PLANNED DEVELOPMENT PHASE 1D; THENCE NORTH 00 DEGREES 04 MINUTES 14 SECONDS WEST, A DISTANCE OF 30.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE OF WOODWORTH AVENUE, TO THE SOUTH LINE OF LOT 589 IN SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE NORTH 89 DEGREES 55 MINUTES 46 SECONDS EAST, A DISTANCE OF 120.00 FEET ALONG SAID SOUTH LINE OF LOT 589, TO THE WEST LINE OF SAID OUTLOT P; THENCE THE FOLLOWING FOUR COURSES ALONG SAID WEST LINE OF OUTLOT P: THENCE NORTH 00 DEGREES 04 MINUTES 14 SECONDS WEST, A DISTANCE OF 75.00 FEET; THENCE NORTH 07 DEGREES 55 MINUTES 08 SECONDS EAST, A DISTANCE OF 32.34 FEET; THENCE NORTH 43 DEGREES 55 MINUTES 46 SECONDS EAST, A DISTANCE OF 216.66 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 14 SECONDS WEST, A DISTANCE OF 174.08 FEET, TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS. [SEE EXHIBIT B-1, EXHIBIT – PARCEL 3 ATTACHED TO SUPPLEMENT NO. 12 AND SPECIAL AMENDMENT NO. 1]

F. BIKE PATH - PARCEL 4 LEGAL DESCRIPTION: THAT PART OF OUTLOT O IN APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, IN TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 2006 AS DOCUMENT NUMBER 2006R0076534, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 567 IN SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE THE FOLLOWING SIX COURSES ALONG THE NORTHEASTERLY LINE OF SAID OUTLOT O: THENCE SOUTH 26 DEGREES 38 MINUTES 08 SECONDS EAST, A DISTANCE OF 134.16 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 46 SECONDS EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 14 SECONDS EAST, A DISTANCE OF 53.57 FEET; THENCE SOUTH 20 DEGREES 19 MINUTES 12 SECONDS EAST, A DISTANCE OF 107.14 FEET; THENCE SOUTH 40 DEGREES 34 MINUTES 10 SECONDS EAST, A DISTANCE OF 107.14 FEET; THENCE SOUTH 60 DEGREES 49 MINUTES 08 SECONDS EAST, A DISTANCE OF 121.37 FEET TO THE SOUTHEAST CORNER OF LOT 572 IN SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D, THENCE NORTH 37 DEGREES 12 MINUTES 22 SECONDS EAST, A DISTANCE OF 144.37 FEET ALONG THE SOUTHEASTERLY LINE OF SAID LOT 572 TO THE SOUTHERLY RIGHT-OF-WAY LINE OF TRILLIUM LANE PER SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE NORTH 89 DEGREES 55 MINUTES 46 SECONDS EAST, A DISTANCE OF 25.13 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF TRILLIUM LANE; THENCE SOUTH 37 DEGREES 12 MINUTES 22 SECONDS WEST, A DISTANCE OF 176.97 FEET ALONG A LINE 20.00 FEET EASTERLY OF AND PARALLEL TO THE SOUTHEASTERLY LINE OF SAID LOT 572; THENCE THE FOLLOWING THREE COURSES ALONG A LINE 20.00 FEET WESTERLY OF AND PARALLEL TO THE NORTHEASTERLY LINE OF SAID OUTLOT O: THENCE NORTH 60 DEGREES 49 MINUTES 08 SECONDS WEST, A DISTANCE OF 142.32 FEET; THENCE NORTH 40 DEGREES 34 MINUTES 10 SECONDS WEST, A DISTANCE OF 114.29 FEET; THENCE NORTH 20 DEGREES 19 MINUTES 12 SECONDS WEST, A DISTANCE OF 110.75

FEET; THENCE NORTH 26 DEGREES 38 MINUTES 07 SECONDS WEST, A DISTANCE OF 44.84 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 95.44 FEET AND CHORD BEARING NORTH 63 DEGREES 05 MINUTES 32 SECONDS WEST; THENCE SOUTH 80 DEGREES 27 MINUTES 03 SECONDS WEST, A DISTANCE OF 23.32 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 125.00 FEET, AN ARC DISTANCE OF 90.49 FEET AND CHORD BEARING SOUTH 59 DEGREES 42 MINUTES 43 SECONDS WEST; THENCE SOUTH 38 DEGREES 58 MINUTES 23 SECONDS WEST, A DISTANCE OF 257.10 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 186.00 FEET, AN ARC DISTANCE OF 128.37 FEET AND CHORD BEARING SOUTH 19 DEGREES 12 MINUTES 05 SECONDS WEST; THENCE SOUTH 00 DEGREES 34 MINUTES 12 SECONDS EAST, A DISTANCE OF 61.75 FEET TO THE SOUTH LINE OF SAID OUTLOT O; THENCE NORTH 89 DEGREES 09 MINUTES 06 SECONDS WEST, A DISTANCE OF 3.00 FEET ALONG SAID SOUTH LINE OF OUTLOT O; THENCE NORTH 88 DEGREES 19 MINUTES 17 SECONDS WEST, A DISTANCE OF 17.01 FEET ALONG SAID SOUTH LINE OF OUTLOT O; THENCE NORTH 00 DEGREES 34 MINUTES 12 SECONDS WEST, A DISTANCE OF 61.01 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 206.00 FEET, AN ARC DISTANCE OF 142.17 FEET AND CHORD BEARING NORTH 19 DEGREES 12 MINUTES 05 SECONDS EAST, TO THE NORTHWESTERLY LINE OF SAID OUTLOT O, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF MEADOWSEDGE DRIVE PER SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE NORTH 38 DEGREES 58 MINUTES 23 SECONDS EAST A DISTANCE OF 431.84 FEET TO THE NORTH LINE OF SAID OUTLOT O, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF MEADOWSEDGE DRIVE PER SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE NORTH 89 DEGREES 55 MINUTES 46 SECONDS EAST, A DISTANCE OF 33.22 FEET ALONG SAID NORTH LINE OF OUTLOT O AND SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS. [SEE EXHIBIT B-1, EXHIBIT – PARCEL 4 ATTACHED TO SUPPLEMENT NO. 12 AND SPECIAL AMENDMENT NO. 1]

G. BIKE PATH - PARCEL 5 LEGAL DESCRIPTION: THAT PART OF OUTLOT H2 IN APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1B, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17 AND PART OF THE NORTHWEST QUARTER OF SECTION 20, IN TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 2006 AS DOCUMENT NUMBER 2006R002457, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST EASTERLY CORNER OF SAID OUTLOT H2, BEING A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HERCULES ROAD PER SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1B; THENCE SOUTH 47 DEGREES 48 MINUTES 58 SECONDS WEST A DISTANCE OF 105.25 FEET ALONG THE SOUTHEASTERLY

LINE OF SAID OUTLOT H2; THENCE SOUTH 62 DEGREES 22 MINUTES 04 SECONDS WEST, A DISTANCE OF 45.22 FEET; THENCE SOUTH 52 DEGREES 21 MINUTES 24 SECONDS WEST, A DISTANCE OF 118.83 FEET; THENCE SOUTH 46 DEGREES 49 MINUTES 56 SECONDS WEST, A DISTANCE OF 62.34 FEET; THENCE SOUTH 60 DEGREES 04 MINUTES 21 SECONDS WEST, A DISTANCE OF 5.55 FEET TO THE SOUTHWESTERLY LINE OF SAID OUTLOT H2; THENCE NORTH 50 DEGREES 44 MINUTES 24 SECONDS WEST, A DISTANCE OF 21.40 FEET ALONG SAID SOUTHWESTERLY LINE OF OUTLOT H2; THENCE NORTH 60 DEGREES 04 MINUTES 21 SECONDS EAST, A DISTANCE OF 10.84 FEET; THENCE NORTH 46 DEGREES 49 MINUTES 56 SECONDS EAST, A DISTANCE OF 60.99 FEET; THENCE NORTH 52 DEGREES 21 MINUTES 24 SECONDS EAST, A DISTANCE OF 121.55 FEET; THENCE NORTH 62 DEGREES 22 MINUTES 04 SECONDS EAST, A DISTANCE OF 44.42 FEET; THENCE NORTH 47 DEGREES 48 MINUTES 58 SECONDS EAST, A DISTANCE OF 103.00 FEET TO SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF HERCULES ROAD; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF HERCULES ROAD, BEING A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 650.00 FEET, AN ARC DISTANCE OF 20.00 FEET AND CHORD BEARING SOUTH 41 DEGREES 18 MINUTES 09 SECONDS EAST, TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS. [SEE EXHIBIT B-1, EXHIBIT – PARCEL 5 ATTACHED TO SUPPLEMENT NO. 12 AND SPECIAL AMENDMENT NO. 1]

IV. CONSERVATION EASEMENT AREA

A. Outlot N and Outlot H1 in Apple Creek Estates Phase 1A Subdivision.

B. OUTLOT H2 EXCEPT BIKE PATH PARCEL: OUTLOT H2 IN APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1B, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17 AND PART OF THE NORTHWEST QUARTER OF SECTION 20, IN TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 2006 AS DOCUMENT NUMBER 2006R002457, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID OUTLOT H2, BEING A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HERCULES ROAD PER SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1B; THENCE SOUTH 47 DEGREES 48 MINUTES 58 SECONDS WEST A DISTANCE OF 105.25 FEET ALONG THE SOUTHEASTERLY LINE OF SAID OUTLOT H2; THENCE SOUTH 62 DEGREES 22 MINUTES 04 SECONDS WEST, A DISTANCE OF 45.22 FEET; THENCE SOUTH 52 DEGREES 21 MINUTES 24 SECONDS WEST, A DISTANCE OF 118.83 FEET; THENCE SOUTH 46 DEGREES 49 MINUTES 56 SECONDS WEST, A DISTANCE OF 62.34 FEET; THENCE SOUTH 60 DEGREES 04 MINUTES 21 SECONDS WEST, A DISTANCE OF 5.55 FEET TO THE SOUTHWESTERLY LINE OF SAID OUTLOT H2; THENCE NORTH 50 DEGREES 44 MINUTES 24 SECONDS WEST, A DISTANCE OF 21.40 FEET ALONG SAID SOUTHWESTERLY LINE OF OUTLOT H2; THENCE NORTH 60 DEGREES 04 MINUTES 21 SECONDS EAST, A DISTANCE OF 10.84 FEET;

THENCE NORTH 46 DEGREES 49 MINUTES 56 SECONDS EAST, A DISTANCE OF 60.99 FEET; THENCE NORTH 52 DEGREES 21 MINUTES 24 SECONDS EAST, A DISTANCE OF 121.55 FEET; THENCE NORTH 62 DEGREES 22 MINUTES 04 SECONDS EAST, A DISTANCE OF 44.42 FEET; THENCE NORTH 47 DEGREES 48 MINUTES 58 SECONDS EAST, A DISTANCE OF 103.00 FEET TO SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF HERCULES ROAD; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF HERCULES ROAD, BEING A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 650.00 FEET, AN ARC DISTANCE OF 20.00 FEET AND CHORD BEARING SOUTH 41 DEGREES 18 MINUTES 09 SECONDS EAST, TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

C. OUTLOT O EXCEPT BIKE PATH PARCEL: OUTLOT O IN APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, IN TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 2006 AS DOCUMENT NUMBER 2006R0076534, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 567 IN SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE THE FOLLOWING SIX COURSES ALONG THE NORTHEASTERLY LINE OF SAID OUTLOT O: THENCE SOUTH 26 DEGREES 38 MINUTES 08 SECONDS EAST, A DISTANCE OF 134.16 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 46 SECONDS EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 14 SECONDS EAST, A DISTANCE OF 53.57 FEET; THENCE SOUTH 20 DEGREES 19 MINUTES 12 SECONDS EAST, A DISTANCE OF 107.14 FEET; THENCE SOUTH 40 DEGREES 34 MINUTES 10 SECONDS EAST, A DISTANCE OF 107.14 FEET; THENCE SOUTH 60 DEGREES 49 MINUTES 08 SECONDS EAST, A DISTANCE OF 121.37 FEET TO THE SOUTHEAST CORNER OF LOT 572 IN SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D, THENCE NORTH 37 DEGREES 12 MINUTES 22 SECONDS EAST, A DISTANCE OF 144.37 FEET ALONG THE SOUTHEASTERLY LINE OF SAID LOT 572 TO THE SOUTHERLY RIGHT-OF-WAY LINE OF TRILLIUM LANE PER SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE NORTH 89 DEGREES 55 MINUTES 46 SECONDS EAST, A DISTANCE OF 25.13 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF TRILLIUM LANE; THENCE SOUTH 37 DEGREES 12 MINUTES 22 SECONDS WEST, A DISTANCE OF 176.97 FEET ALONG A LINE 20.00 FEET EASTERLY OF AND PARALLEL TO THE SOUTHEASTERLY LINE OF SAID LOT 572; THENCE THE FOLLOWING THREE COURSES ALONG A LINE 20.00 FEET WESTERLY OF AND PARALLEL TO THE NORTHEASTERLY LINE OF SAID OUTLOT O: THENCE NORTH 60 DEGREES 49 MINUTES 08 SECONDS WEST, A DISTANCE OF 142.32 FEET; THENCE NORTH 40 DEGREES 34 MINUTES 10 SECONDS WEST, A DISTANCE OF 114.29 FEET; THENCE NORTH 20 DEGREES 19 MINUTES 12 SECONDS WEST, A DISTANCE OF 110.75 FEET; THENCE NORTH 26 DEGREES 38 MINUTES 07 SECONDS WEST, A DISTANCE OF 44.84 FEET TO A POINT OF

CURVATURE; THENCE NORTHWESTERLY ALONG A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 95.44 FEET AND CHORD BEARING NORTH 63 DEGREES 05 MINUTES 32 SECONDS WEST; THENCE SOUTH 80 DEGREES 27 MINUTES 03 SECONDS WEST, A DISTANCE OF 23.32 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 125.00 FEET, AN ARC DISTANCE OF 90.49 FEET AND CHORD BEARING SOUTH 59 DEGREES 42 MINUTES 43 SECONDS WEST; THENCE SOUTH 38 DEGREES 58 MINUTES 23 SECONDS WEST, A DISTANCE OF 257.10 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 186.00 FEET, AN ARC DISTANCE OF 128.37 FEET AND CHORD BEARING SOUTH 19 DEGREES 12 MINUTES 05 SECONDS WEST; THENCE SOUTH 00 DEGREES 34 MINUTES 12 SECONDS EAST, A DISTANCE OF 61.75 FEET TO THE SOUTH LINE OF SAID OUTLOT O; THENCE NORTH 89 DEGREES 09 MINUTES 06 SECONDS WEST, A DISTANCE OF 3.00 FEET ALONG SAID SOUTH LINE OF OUTLOT O; THENCE NORTH 88 DEGREES 19 MINUTES 17 SECONDS WEST, A DISTANCE OF 17.01 FEET ALONG SAID SOUTH LINE OF OUTLOT O; THENCE NORTH 00 DEGREES 34 MINUTES 12 SECONDS WEST, A DISTANCE OF 61.01 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 206.00 FEET, AN ARC DISTANCE OF 142.17 FEET AND CHORD BEARING NORTH 19 DEGREES 12 MINUTES 05 SECONDS EAST, TO THE NORTHWESTERLY LINE OF SAID OUTLOT O, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF MEADOWSEDGE DRIVE PER SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE NORTH 38 DEGREES 58 MINUTES 23 SECONDS EAST A DISTANCE OF 431.84 FEET TO THE NORTH LINE OF SAID OUTLOT O, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF MEADOWSEDGE DRIVE PER SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE NORTH 89 DEGREES 55 MINUTES 46 SECONDS EAST, A DISTANCE OF 33.22 FEET ALONG SAID NORTH LINE OF OUTLOT O AND SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

D. OUTLOT P EXCEPT BIKE PATH PARCEL: OUTLOT P IN APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, IN TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 2006 AS DOCUMENT NUMBER 2006R0076534, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 594, BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF FIELDSTONE DRIVE, IN SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE NORTH 89 DEGREES 55 MINUTES 46 SECONDS EAST, A DISTANCE OF 25.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF FIELDSTONE DRIVE TO THE EAST LINE OF SAID OUTLOT P; THENCE SOUTH 00 DEGREES 04 MINUTES 14 SECONDS EAST, A DISTANCE OF 144.60 FEET ALONG SAID EAST LINE OF

OUTLOT P TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 175.00 FEET, AN ARC DISTANCE OF 206.25 FEET AND CHORD BEARING SOUTH 33 DEGREES 41 MINUTES 36 SECONDS WEST TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 84.00 FEET, AN ARC DISTANCE OF 99.00 FEET AND CHORD BEARING SOUTH 33 DEGREES 41 MINUTES 36 SECONDS WEST TO A LINE 20.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID OUTLOT P; THENCE SOUTH 00 DEGREES 04 MINUTES 14 SECONDS EAST, A DISTANCE OF 83.03 FEET ALONG SAID PARALLEL LINE; THENCE SOUTH 89 DEGREES 55 MINUTES 46 SECONDS WEST A DISTANCE OF 140.00 FEET ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, BEING THE NORTH LINE OF LOT 588 IN SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D AND THE EASTERLY EXTENSION THEREOF, TO THE EAST RIGHT-OF-WAY LINE OF WOODWORTH AVENUE PER SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE NORTH 00 DEGREES 04 MINUTES 14 SECONDS WEST, A DISTANCE OF 30.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE OF WOODWORTH AVENUE, TO THE SOUTH LINE OF LOT 589 IN SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE NORTH 89 DEGREES 55 MINUTES 46 SECONDS EAST, A DISTANCE OF 120.00 FEET ALONG SAID SOUTH LINE OF LOT 589, TO THE WEST LINE OF SAID OUTLOT P; THENCE THE FOLLOWING FOUR COURSES ALONG SAID WEST LINE OF OUTLOT P: THENCE NORTH 00 DEGREES 04 MINUTES 14 SECONDS WEST, A DISTANCE OF 75.00 FEET; THENCE NORTH 07 DEGREES 55 MINUTES 08 SECONDS EAST, A DISTANCE OF 32.34 FEET; THENCE NORTH 43 DEGREES 55 MINUTES 46 SECONDS EAST, A DISTANCE OF 216.66 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 14 SECONDS WEST, A DISTANCE OF 174.08 FEET, TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

E. OUTLOT R EXCEPT BIKE PATH PARCEL: OUTLOT R IN APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, IN TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 2006 AS DOCUMENT NUMBER 2006R0076534, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 698 IN SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE NORTH 89 DEGREES 58 MINUTES 23 SECONDS EAST, A DISTANCE OF 120.57 FEET ALONG THE SOUTH LINE OF SAID LOT 698 TO THE WEST LINE OF SAID OUTLOT R; THENCE NORTH 00 DEGREES 01 MINUTE 37 SECONDS WEST, A DISTANCE OF 283.33 FEET ALONG SAID WEST LINE OF OUTLOT R TO THE NORTH LINE OF SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE SOUTH 89 DEGREES 33 MINUTES 40 SECONDS EAST, A DISTANCE OF 20.00 FEET ALONG SAID NORTH LINE; THENCE SOUTH 00 DEGREES 01 MINUTES 37 SECONDS EAST, A DISTANCE OF 377.79 FEET ALONG A LINE 20.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF

SAID OUTLOT R, TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 23.56 FEET AND CHORD BEARING SOUTH 45 DEGREES 01 MINUTES 37 SECONDS EAST; THENCE THE FOLLOWING THREE COURSES ALONG A LINE 20.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID OUTLOT R: THENCE NORTH 89 DEGREES 58 MINUTES 23 SECONDS EAST, A DISTANCE OF 209.04 FEET; THENCE SOUTH 88 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 75.14 FEET; THENCE SOUTH 74 DEGREES 30 MINUTES 35 SECONDS EAST, A DISTANCE OF 103.03 FEET TO THE WEST LINE OF OUTLOT Q IN SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE SOUTH 24 DEGREES 49 MINUTES 12 SECONDS WEST, A DISTANCE OF 20.27 FEET ALONG SAID WEST LINE OF OUTLOT Q TO THE SOUTH LINE OF SAID OUTLOT R; THENCE THE FOLLOWING THREE COURSES ALONG SAID SOUTH LINE OF OUTLOT R: THENCE NORTH 74 DEGREES 30 MINUTES 35 SECONDS WEST, A DISTANCE OF 97.27 FEET; THENCE NORTH 88 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 72.42 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 23 SECONDS WEST, A DISTANCE OF 237.23 FEET TO THE WEST LINE OF SAID OUTLOT R; THENCE THE FOLLOWING THREE COURSES ALONG SAID WEST LINE OF OUTLOT R: THENCE NORTH 12 DEGREES 07 MINUTES 57 SECONDS WEST, A DISTANCE OF 31.31 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 69.00 FEET TO THE NORTHEAST CORNER OF LOT 697 IN SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE SOUTH 89 DEGREES 58 MINUTES 23 SECONDS WEST A DISTANCE OF 120.00 FEET ALONG THE NORTH LINE OF SAID LOT 697, TO THE EAST RIGHT-OF-WAY LINE OF BRAEBURN WAY PER SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE NORTH 00 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 15.72 FEET ALONG SAID EAST RIGHT-OF-WAY LINE OF BRAEBURN WAY TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A TANGENT CURVE, CONCAVE WESTERLY, BEING THE EAST RIGHT-OF-WAY LINE OF BRAEBURN WAY, HAVING A RADIUS OF 180.00 FEET, AN ARC DISTANCE OF 14.30 FEET AND CHORD BEARING NORTH 02 DEGREES 18 MINUTES 09 SECONDS WEST, TO THE POINT OF BEGINNING.

ALSO EXCEPT THE FOLLOWING: BEGINNING AT THE SOUTHWEST CORNER OF LOT 602 IN SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE SOUTH 89 DEGREES 55 MINUTES 46 SECONDS WEST, A DISTANCE OF 28.95 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF FIELDSTONE DRIVE PER SAID APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE NORTH 21 DEGREES 12 MINUTES 37 SECONDS EAST, A DISTANCE OF 150.24 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 46 SECONDS EAST, A DISTANCE OF 629.42 FEET ALONG A LINE 20.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID OUTLOT R TO THE EAST LINE OF SAID OUTLOT R; THENCE SOUTH 00 DEGREES 04 MINUTES 14 SECONDS EAST, A DISTANCE OF 140.00 FEET ALONG SAID EAST LINE OF OUTLOT R TO SAID NORTH RIGHT-OF-WAY LINE OF FIELDSTONE DRIVE; THENCE SOUTH 89 DEGREES 55 MINUTES 46 SECONDS WEST, A DISTANCE OF 25.00 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE OF FIELDSTONE DRIVE TO THE EAST LINE OF LOT 595 IN SAID

APPLE CREEK ESTATES PLANNED DEVELOPMENT PHASE 1D; THENCE NORTH 00 DEGREES 04 MINUTES 14 SECONDS WEST, A DISTANCE OF 120.00 FEET ALONG SAID EAST LINE OF LOT 595 TO THE SOUTH LINE OF SAID OUTLOT R; THENCE SOUTH 89 DEGREES 55 MINUTES 46 SECONDS WEST, A DISTANCE OF 590.00 FEET ALONG SAID SOUTH LINE OF OUTLOT R TO THE WEST LINE OF SAID LOT 602; THENCE SOUTH 18 DEGREES 21 MINUTES 52 SECONDS WEST A DISTANCE OF 126.49 FEET ALONG SAID WEST LINE OF LOT 602 TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

V. ASSOCIATION MAINTAINED ROW

None at this time.

PINs: 13-20-100-001, 13-20-100-003, 13-17-300-004

ADDRESS: Various addresses on Bloomfield Drive, Braeburn Court, Braeburn Way, Courtland Street, Fieldstone Drive, Glacier Drive, Hercules Road, Jonathon Lane, Meadowsedge Drive, Macintosh Avenue, Springwood Drive, Trillium Lane, Woodworth Avenue, all in Woodstock, Illinois.

EXHIBIT C TO
COMMUNITY DECLARATION FOR APPLE CREEK ESTATES

Grant of Conservation Easement

[See attached]

EXHIBIT D TO
COMMUNITY DECLARATION FOR APPLE CREEK ESTATES

Maintenance Standards for Conservation Easement Areas

[To be attached by Special Amendment as provided in Section 10.01]

EXHIBIT E TO
COMMUNITY DECLARATION FOR APPLE CREEK ESTATES

Fence Design Standards and Specification

1. Western Red Cedar material or substantially similar material with the prior written approval of the Board.
2. Reverse board on board (shadow box) style in accordance with the design specifications set forth below.
3. Post tops to be milled French Gothic style.
4. Height not to exceed the maximum height permitted under applicable ordinances of the Municipality.
5. Clear finish.

PARTIAL ASSIGNMENT OF INTEREST IN EASEMENT AGREEMENT BY AND BETWEEN HAWTHORN 45, LLC AND THE LAND CONSERVANCY OF McHENRY COUNTY

This Partial Assignment of Interest in Easement Agreement ("Assignment") is entered into this _____ day of June, 2015 by and between Hawthorn 45, LLC, an Illinois limited liability company ("Hawthorn") and the Land Conservancy of McHenry County, an Illinois not for profit corporation ("TLC").

RECITALS

WHEREAS, Hawthorn entered into that certain Easement Agreement with Woodstock Holdings, LLC, recorded with the McHenry County Recorder's Office as document no. 2011R0052909 (the "Easement Agreement") which granted an easement affecting the real property legally described in Exhibit A hereto and depicted in Exhibit B hereto, along with other rights and obligations.

WHEREAS, Hawthorn wishes to assign Hawthorn's rights, obligations and interests in and to paragraph 2 of the Easement Agreement to TLC and TLC wishes to accept same.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hawthorn and TLC hereby agree as follows:

1. Recitals. The foregoing Recitals and all Exhibits attached to this Agreement are, by this reference, hereby incorporated into and made a part of this Assignment as if the same had been fully set forth in this Assignment.

2. Assignment. Hawthorn hereby assigns to TLC Hawthorn's rights, interests and obligations in and to paragraph 2 of the Easement Agreement to TLC. TLC hereby accepts and assumes all rights, interests and obligations of Hawthorn relative to paragraph 2 of the Easement Agreement.

3. Representation of Hawthorn. Hawthorn represents that it has no knowledge of any breach or default of the Easement Agreement by Hawthorn and that it has not previously assigned any of its rights and interests in and to the Easement Agreement.

IT WITNESS WHEREOF, the parties have caused this Assignment to be executed on the date first above written.

HAWTHORN 45, LLC, an Illinois limited liability company

By:_____

Name:_____

Title:_____

Subscribed and Sworn to before me this _____ day of June, 2015

_____

Notary Public

THE LAND CONSERVANCY OF McHENRY COUNTY, an Illinois not for profit corporation

By:_____

Name:_____

Title:_____

Subscribed and Sworn to before me this _____ day of June, 2015

_____

Notary Public

ALL-STATE LEGAL®
EXHIBIT
1

EXHIBIT A

To Assignment of Interest in Easement Agreement by and
Between Hawthorn 45, LLC and the
Land Conservancy of McHenry County

THAT PART OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE SOUTH 00 DEGREES 11 MINUTES 27 SECONDS EAST, A DISTANCE OF 570.20 FEET, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 20 TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 11 MINUTES 27 SECONDS EAST, A DISTANCE OF 800.50 FEET CONTINUING ALONG SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 20; THENCE NORTH 89 DEGREES 48 MINUTES 33 SECONDS EAST, A DISTANCE OF 425.83 FEET ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE SOUTH 69 DEGREES 06 MINUTES 29 SECONDS EAST, A DISTANCE OF 98.71 FEET; THENCE NORTH 62 DEGREES 46 MINUTES 17 SECONDS EAST, A DISTANCE OF 410.98 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 33 SECONDS EAST, A DISTANCE OF 101.17 FEET; THENCE SOUTH 49 DEGREES 36 MINUTES 17 SECONDS EAST, A DISTANCE OF 124.41 FEET; THENCE SOUTH 14 DEGREES 23 MINUTES 52 SECONDS EAST, A DISTANCE OF 195.88 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 27 SECONDS EAST, A DISTANCE OF 88.08 FEET; THENCE SOUTH 27 DEGREES 37 MINUTES 33 SECONDS EAST, A DISTANCE OF 193.95 FEET; THENCE SOUTH 01 DEGREES 50 MINUTES 16 SECONDS WEST, A DISTANCE OF 240.53 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 47 SECONDS EAST, A DISTANCE OF 279.30 FEET ALONG A LINE AT RIGHT ANGLES TO THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 20; THENCE NORTH 00 DEGREES 34 MINUTES 13 SECONDS WEST, A DISTANCE OF 552.50 FEET, ALONG A LINE 1127.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 20; THENCE NORTH 47 DEGREES 48 MINUTES 58 SECONDS EAST, A DISTANCE OF 303.16 FEET; THENCE NORTH 50 DEGREES 44 MINUTES 24 SECONDS WEST, A DISTANCE OF 301.58 FEET; THENCE NORTH 67 DEGREES 01 MINUTES 16 SECONDS WEST, A DISTANCE OF 379.37 FEET; THENCE SOUTH 84 DEGREES 55 MINUTES 11 SECONDS WEST, A DISTANCE OF 179.15 FEET; THENCE NORTH 52 DEGREES 03 MINUTES 38 SECONDS WEST, A DISTANCE OF 547.12 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 33 SECONDS WEST, A DISTANCE OF 519.01 FEET, ALONG A LINE AT RIGHT ANGLES TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 20 TO SAID WEST LINE OF NORTHWEST QUARTER OF SECTION 20 SAID POINT ALSO BEING THE POINT OF BEGINNING, IN McHENRY COUNTY, ILLINOIS.

PINs: 13-20-100-002; 13-20-100-004; 13-20-100-009; and 13-20-300-016

Address: Land near Dean Street and Lucas Road, Woodstock, Illinois

EXHIBIT B

To Assignment of Interest in Easement Agreement by and
Between Hawthorn 45, LLC and the
Land Conservancy of McHenry County

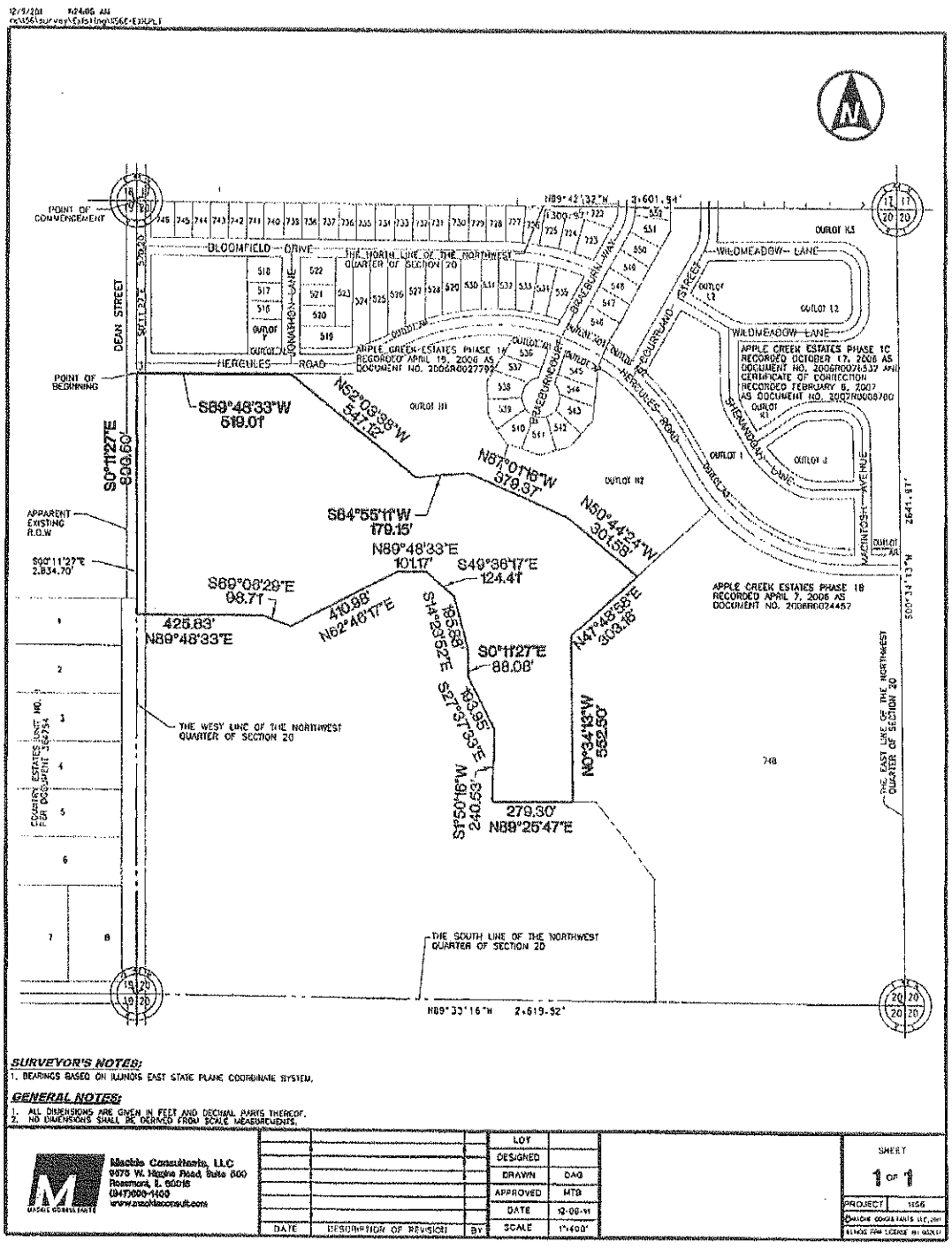

EXHIBIT B

To Assignment of Interest in Easement Agreement by and Between Hawthorn 45, LLC and the Land Conservancy of McHenry County

WETLAND MITIGATION PARCEL LEGAL DESCRIPTION:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 44 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE SOUTH 00 DEGREES 11 MINUTES 27 SECONDS EAST, A DISTANCE OF 570.20 FEET, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 20 TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 11 MINUTES 27 SECONDS EAST, A DISTANCE OF 800.50 FEET CONTINUING ALONG SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 20; THENCE NORTH 89 DEGREES 48 MINUTES 33 SECONDS EAST, A DISTANCE OF 425.83 FEET ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE; THENCE SOUTH 69 DEGREES 06 MINUTES 29 SECONDS EAST, A DISTANCE OF 98.71 FEET; THENCE NORTH 62 DEGREES 46 MINUTES 17 SECONDS EAST, A DISTANCE OF 410.98 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 33 SECONDS EAST, A DISTANCE OF 101.17 FEET; THENCE SOUTH 49 DEGREES 36 MINUTES 17 SECONDS EAST, A DISTANCE OF 124.41 FEET; THENCE SOUTH 14 DEGREES 23 MINUTES 52 SECONDS EAST, A DISTANCE OF 195.88 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 27 SECONDS EAST, A DISTANCE OF 88.08 FEET; THENCE SOUTH 27 DEGREES 37 MINUTES 33 SECONDS EAST, A DISTANCE OF 193.95 FEET; THENCE SOUTH 01 DEGREES 50 MINUTES 16 SECONDS WEST, A DISTANCE OF 240.53 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 47 SECONDS EAST, A DISTANCE OF 279.30 FEET ALONG A LINE AT RIGHT ANGLES TO THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 20; THENCE NORTH 00 DEGREES 34 MINUTES 13 SECONDS WEST, A DISTANCE OF 552.50 FEET, ALONG A LINE 1127.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 20; THENCE NORTH 47 DEGREES 48 MINUTES 58 SECONDS EAST, A DISTANCE OF 303.16 FEET; THENCE NORTH 50 DEGREES 44 MINUTES 24 SECONDS WEST, A DISTANCE OF 301.58 FEET; THENCE NORTH 67 DEGREES 01 MINUTES 16 SECONDS WEST, A DISTANCE OF 379.37 FEET; THENCE SOUTH 84 DEGREES 55 MINUTES 11 SECONDS WEST, A DISTANCE OF 179.15 FEET; THENCE NORTH 52 DEGREES 03 MINUTES 38 SECONDS WEST, A DISTANCE OF 547.12 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 33 SECONDS WEST, A DISTANCE OF 519.01 FEET, ALONG A LINE AT RIGHT ANGLES TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 20 TO SAID WEST LINE OF NORTHWEST QUARTER OF SECTION 20 SAID POINT ALSO BEING THE POINT OF BEGINNING, IN McHENRY COUNTY, ILLINOIS.

CONTAINING 1,107,600 SQ.FT. OR 25.427 AC., MORE OR LESS

N:\1156\survey\Text\ Wetland Mitigation Parcel Legal Description.doc

City of WOODSTOCK
Building & Zoning Department
121 West Calhoun Street
Woodstock, Illinois 60098

phone 815.338.4305
fax 815.334-2267
b&zdept@woodstockil.gov
www.woodstockil.gov

MEMORANDUM

Date July 23, 2015

To: Roscoe Stelford, City Manager

From: Nancy Baker, City Planner

RE: OLD MCHENRY COUNTY COURTHOUSE AND SHERIFF'S HOUSE—RESTORATION, REUSE AND OWNERSHIP: NEXT STEPS

The Urban Land Institute (ULI) conducted a two day Technical Assistance Panel (TAP) on March 10-11, 2015 to formulate recommendations regarding the best approach to future restoration, ownership and use of the Old McHenry County Courthouse and Sheriff's House. The Panel presented their recommendations at a public meeting at the Woodstock Opera House on April 22, 2015. The final report is attached to this memo.

Since the TAP was completed, LaPetite Creperie restaurant closed and the owner has removed most of the equipment. Several parties have subsequently approached the administration to express an interest in leasing the building for use as a restaurant. There seems to be strong interest in utilizing the jail cells for dining, rather than for storage and equipment.

Before making any decision regarding the future, it may be useful to review project status and current conditions of both the Old Courthouse and the Sheriff's House. To date, the City has focused its efforts on exterior improvements which will stabilize the buildings, though there have been ongoing interior situations such as the courtroom ceiling stabilization and broken water pipes which have required immediate action to temporarily stabilize.

STABILIZATION EFFORTS TO DATE AND REMAINING STABILIZATION TASKS

Neither the Old Courthouse nor the Sheriff's House is handicapped accessible and any increase in occupancy would require both accessibility and emergency egress improvements. Additionally neither building currently has adequate working restroom facilities.

Old Courthouse

Three major projects have been completed on the Old Courthouse—the restoration of the dome, the roof and the front limestone stairs. In addition, two areas of urgent masonry deterioration were repaired.

Significant issues remain—the Old Courthouse windows are in desperate need of restoration to keep water out, heat in, and for reasons of public safety. Loose and eroded masonry creates potential water infiltration, pest infestation, and safety concerns. Downspouts need to be replaced. All should be addressed immediately, if financially feasible.

Though not as urgent as the above mentioned work, the Old Courthouse soffits need to be repaired and restored. Some soffit and fascia work was added to the roof restoration project where necessary to prevent further problems, but much remains to be completed. The plywood on the gable ends of the Old Courthouse hides the decorative details that help define the architecture of the building and should be removed so the original features can be cleaned and painted. The soffit and gable restoration should be completed because the soffit forms the bottom of the gable ornamentation.

Sheriff's House

The front stairs on the Sheriff's House have been replaced with replica stairs and the loose masonry on the south wall of the jail has been repaired.

Restoration of windows throughout the entire building is the most urgent work on the Sheriff's House and Jail as evidenced by a recent incident in which a pane of glass fell from a second story sash above the front entrance. Other critical projects include restoration of loose bricks at the top of the west wall and loose keystones above the windows, repointing, and roof repairs including the Sheriff's House [front hipped] roof and reinforcing the structural support for the gutter system on the jail. The metal cornice should be patched and painted in conjunction with other work. The basement entry on the west side has significant masonry and roofing issues and the glass enclosures on the east side need to be reconstructed. New downspouts are also needed.

THE OLD COURTHOUSE AND SHERIFF'S HOUSE REUSE

To find the best available long-term use for the property, the TAP recommends a four step approach that "allows the City of Woodstock to address the immediate needs for the buildings and bring in crucial advisors and partners to identify the uses that best meet the needs of the community."

Step1. Issue a new RFP limited to stabilization of the building with work to be completed within eight months. Restoration work during this time period should be use independent.

Staff Comments: The TAP report recommends stabilization only. Strict adherence to this approach would leave the exterior of the structures only partially restored with a mix of old and new color schemes.

The panel recommends that stabilization work be completed within eight months however the FY15/16 budget includes $250,000 for courthouse restoration. Funding is not sufficient to address all stabilization needs within that the timeframe. Windows alone will likely have to be phased over two years. Unfortunately, the public bidding process is more complex than issuing an RFP. We recommend an approach which awards separate contracts for masonry, windows, roofing, etc. as funding permits.

We believe that window restoration is currently the most urgent need, because the windows not only allow water to infiltrate the buildings, and the poor state of the existing windows raise safety concerns, allow birds and bats into the buildings, and are responsible for significant heat loss. A list of projects to fully complete the stabilization is attached.

Step 2. Form an Advisory Board and Create a Common Vision

The Advisory Board would be charged with facilitating collaboration with various stakeholders and defining a common vision. The Advisory Board would identify a full-time project leader who would have fundraising expertise, real estate development and marketing expertise, and management and team building skills. The Report recommends the diverse representation on the Advisory Board to maximize broad input and buy-in.

Staff Comments: A recommendation for establishment of the Old Courthouse and Sheriff's House (OCHASH) Advisory Board is attached. The McHenry County Community Foundation has provided funding which could be used to assist the Advisory Board with examining the feasibility of nonprofit ownership or with analyzing the potential for the use of the property by higher-education institutions (or other users).

The source and amount of funding to hire a project leader was not addressed in the TAP report. The panel identified a very substantial skill set which will require commensurate compensation.

Step 3. Transition Ownership To A Nonprofit Organization

The ULI panel felt that private ownership is not likely to be profitable, given the cost of restoration. While the City could continue to own the property, the panel thought transitioning to nonprofit ownership would allow the City to concentrate on core city

functions and the nonprofit could concentrate exclusively on the two buildings. The nonprofit may be able to tap into funding sources not available to the City. The organization would have an active, professional working board and an executive director.

Staff Comments: Among the charges given to the OCHASH Advisory Board would be the task of analyzing the feasibility, benefits and shortcomings of ownership by a nonprofit organization.

Step 4. The nonprofit will be responsible for finding the right end-user(s), securing funding, maintaining the building, selecting a design team, and managing the building long term. The nonprofit would be a stakeholder in overall developments and downtown projects and programs. While searching for a final tenant, the nonprofit could continue to get the building ready for tenant build-out.

Staff Comments: This recommendation would be dependent upon the findings of the Advisory Board and the City Council's decision after receiving those findings.

FINAL USE

The ULI panel recommends that the nonprofit would work collaboratively with other partners to determine who the end user(s) should be. The panel recommended a partnership with an institution of higher learning to anchor the Old Courthouse. An education related use could effectively use the types of spaces in the Old Courthouse and would allow for public access to the building. The panel suggested that the educational purpose could be tied to Woodstock's strengths such as eco and agri-tourism.

Commentary: The OCHASH Advisory Board should be charged with evaluating final use options and making recommendations.

THE SHERIFF'S HOUSE AND JAIL RESTAURANT ISSUES

The TAP recommended that the City focus on stabilization and that no new tenants should be approved until the buildings have been restored and rehabilitated to safely accommodate the new tenants. If the City Council wishes to lease the Sheriff's House and Jail to a new tenant, significant improvements to the building will be required and funding will likely have to be diverted from most urgent exterior stabilization to lower priority projects.

<u>Exterior</u>

Windows must be restored regardless of occupancy; however if the building is to be occupied, the restoration must occur prior to occupancy. Gary W. Anderson Architects has completed an analysis of window conditions and has prepared plans and specifications for the repair and restoration of the wood windows and replacement of the steel windows. Work will include

jambs, exterior trim and window sills along with masonry repairs associated with the windows. The bid plans include several alternates with the base bid consisting of the Sheriff's House wood windows. Bids are scheduled to be awarded at the August 18th City Council meeting.

Interior

Regardless of whether or not the Sheriff's House and Jail are leased for a new use, the City will need to hire an electrician to insure that there are no hazardous conditions and to install adequate lighting for general maintenance of the structure. The previous tenant has removed virtually all fixtures and equipment with the exception of the kitchen hood leaving a jumble of old cloth wiring and newer wiring connected to old and/or corroded electrical panels, open junction boxes and undersized circuits creating the potential for fire and electric shock.

Request for Proposals

If the City Council wishes to re-lease the Sheriff's House and Jail, a Request for Proposals (RFP) should be utilized to evaluate potential new restaurant tenants. Included in the RFP would be information about building condition and prospective tenants would be asked to address the following issues:

The building is not handicapped accessible.

The restrooms are not handicapped accessible.

Because the jail cells have not been used for dining for over 10 years, they do not fall under the "grandfathering" provisions of the City's building codes and if the use of the cells increases the occupancy of the restaurant to over 100 people, fire suppression sprinklering of the jail areas would be required.

Historic railings do not meet current code requirements and additional measures should be taken to improve safety.

The expanded use of the jail for dining purposes may require emergency egress improvements.

The second floor of the jail is unheated.

The second floor of the jail has very limited electricity. The rest of the building will likely require electric upgrades also.

Plumbing is inadequate and does not meet the current state plumbing code.

The previous tenant dumped greased into the basement sink and toilet. Waste lines should be cleaned prior to occupancy to prevent backups when new demands are placed on the system and it appears that the grease trap in the basement has not been maintained.

The ventilation system throughout the building should be analyzed and improved.

Mold remediation will be required. Mold is present due to improper installation of the coolers that were located on the second floor of the jail and inadequate ventilation.

New cooler installation must not negatively impact the building.

All equipment has been removed from the kitchen except sinks and the hood. There are no tables or chairs except for the old booths in the first floor jail cells.

There are many metal components in the jail including cells and barred windows. The excess moisture from the coolers has accelerated rust and corrosion.

Plaster walls in both the Sheriff's House and Jail need repair and much of the plaster in the jail will need to be removed before it falls off the walls and ceilings. There are areas along the north wall where chunks of plaster are missing and the underlying brick wall has been painted. A decision will be needed regarding whether to re-plaster or to leave the brick exposed. This would depend on the condition of the brick and the interests of the tenant as well as input from the Illinois Historic Preservation Agency.

The Sheriff's House walls are covered with painted wall paper or wall canvas which has bubbled and is peeling.

Ceiling tiles cover the plaster ceiling on both the first and second floor of the Sheriff's House. Some tiles on the second floor are loose and replacement tile does not match the original.

Hardwood floors will require some patching and refinishing.

Exterior basement entry enclosures will require reconstruction which will occur sometime in the future. Though access to the restaurant would be maintained, the work would be going on adjacent to the front entrance during business hours.

NEXT STEPS:

The City Council is asked to provide feedback regarding the direction outlined by the ULI TAP report and the various items identified below:

1. Project priorities and time frames: Consensus regarding stabilization priorities and time frames are shown in the attached Project Summary (Projects for FY15/16 include Sheriff's House and Jail window restoration and electrical hazard mitigation.)
2. Consensus regarding establishment of Advisory Board including composition, mission, authority and tasks.
3. Consensus regarding RFP for Sheriff's House tenant.
4. Consensus regarding accessibility concepts: Should an architect be hired to prepare alternatives/concepts for accessibility which are consistent with the "vanilla box" approach outlined in the TAP report and which will address accessibility to both buildings and egress issues regarding the Sheriff's House?
5. Direction for feasibility study: The McHenry County Community Foundation has provided a grant to conduct a feasibility study.

Reviewed and Approved by:

Roscoe C. Stelford III

City Manager

Urban Land Institute
Chicago

A TECHNICAL ASSISTANCE PANEL REPORT

Old McHenry County Courthouse and Sheriff's House

Woodstock, IL
March 10-11, 2015

Urban Land Institute Chicago

The mission of the Urban Land Institute is to provide leadership in the responsible use of land and in creating and sustaining thriving communities worldwide.

ULI Chicago, a District Council of the Urban Land Institute, has more than 1,200 members in the Chicago region spanning the land use industry including developers, builders, engineers, attorneys, planners, investors, financial advisors, academics, architects and public officials.

Technical Assistance Panel Program

The Technical Assistance Panel (TAP) allows local communities or government agencies an opportunity to access strategic advice from experts in development that they could not obtain through any other process. The goal of the panel program is to convene a multidisciplinary ULI-member team of experts to examine complex land use challenges and help sponsors find creative, practical and implementable solutions based on community realities and best practices.

The panel process brings together perspectives from current market, land use and design, financing and development strategies. TAPs are typically two-day intensive working sessions addressing land challenges proposed by the sponsoring organization, a local government, non-profit organization, or developer, about a specific development issue or policy barrier within a defined geographic area.

Sustaining Support

ULI Chicago gratefully acknowledges its 2015 sponsors, whose support is critical to local ULI initiatives:

BENEFACTOR
Eastdil
GCM Grosvenor
MB Financial Bank, N.A.
Northwood Investors, LLC

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Associated Bank
Bank of America Merril Lynch
Bucksbaum Retail Properties, LLC
CBRE | U.S. Equities Realty
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Introduction

Woodstock Illinois, is a city with a storied past and a bright future. Located in farm country 55 miles northwest of Chicago, Woodstock is the seat of McHenry County and has a growing population of almost 25,000 residents.

Woodstock Square, a ring of charming, 19th century storefronts surrounding a central green space in the downtown, is the city's most visible asset. The geographic, commercial and symbolic center of the city, the Square is listed on the National Register of Historic Places, and is a rare gem: A picturesque, significant attraction that supports retail, dining and entertainment establishments.

There are few vacancies in the storefronts around Woodstock Square, and the square hosts events throughout the year, from summer band concerts to a Christmas parade. The Woodstock Farmers Market, which runs May through October in the Square, was voted the #1 farmers market in Illinois by the American Farmland Trust.

Aerial View: Woodstock Square and Surroundings.
Photo Credit: City of Woodstock

Woodstock Demographic Snapshot

Total Population (2010):	24,770
Population Change (2000-2010):	23%
Median Age:	34.2 years
Race and Ethnicity:	83.5% White; 2.3% African American, 2.4% Asian 24% Latino
Average Household Size:	2.65
Median Household Income:	$56,446

Source: 2000 and 2010 Census, 2012 American Community Survey five-year estimates

The Woodstock Square is home to many unique shopping and entertainment destinations.

Built in 1858, the Old McHenry County Courthouse is listed on the National Register of Historic Landmarks, and along with the historic Opera House, it provides the Woodstock Square with grandeur and an architectural anchor.

Over the years, due to lack of proper maintenance, the Courthouse as well as the adjoining Sheriff's House that was added in 1887, have fallen into disrepair. Some of the spaces in the Courthouse remain closed off, and currently, the building remains underutilized as a location for a restaurant, an art gallery and a few artist studios. The Sheriff's House had been home to a local restaurant for the last ten years, which closed in April 2015, partly due to ongoing building challenges.

The City of Woodstock, the current property owner, would like to see the buildings preserved and reused in a way that reinforces civic pride, provides opportunity for public use, and strengthens downtown Woodstock and its businesses by enhancing the experience of visiting the square. Local stakeholders, including residents and business owners are also committed to rehabilitating the Courthouse – the community's strong commitment to historic preservation is evident in its well-preserved charming downtown.

Old McHenry County Courthouse and Sheriff's House.
Photo Credit: City of Woodstock

Damaged windows, failing ceiling and inadequate HVAC systems that also pose potential life-safety risks, are amongst the many immediate challenges that threaten the long-term viability of the buildings.

Bottom Right: A restaurant is currently operating in the lower level of the Old Courthouse.

Woodstock has more going for it than just the Square. In keeping with the vision set forth in its Vision 2020 Plan, the City of Woodstock has a strong arts-and-culture sector, including many galleries, stores and working artists. It continues to be a great place to live and raise a family because of its many assets including affordable housing, access to the regional transit network via the downtown Metra station, high-quality schools, as well as connections to higher education institutions such as Aurora and Loyola universities.

Woodstock attracts a steady flow of visitors. In addition to outdoor events in the Square, the programs and events at the Opera House can attract up to 100,000 visitors annually[1], and the recently restored and expanded eight-screen Woodstock Theater sells about 300,000 tickets a year. According to representatives from the McHenry County Convention and Visitors Bureau, Woodstock Square is amongst the top tourist attractions in McHenry County, bringing in even international tourists visiting Chicago looking to experience the American countryside and its small towns. As a classic Midwestern small town, Woodstock also provides a link to the region's agrarian heritage and, with a growing interest in farm-to-table dining, a gateway to local agriculture. Eco-tourism opportunities, including biking, hiking, and other nature-related experiences, are available with proximity to natural resources like the planned Hackmatack National Wildlife Refuge.

New businesses, such as the winery expected to open in the next year, will bring in more patrons to the Woodstock Square, as would a planned new yard on Metra's Northwest line, which would mean more trains stopping at Woodstock.

There is a pride among many residents in what Woodstock has been and what it is today. The city, home to many families who have lived in Woodstock for generations, is also attracting many new residents, including a growing Latino population. "The Square, the Courthouse, the Opera House—that's why I moved here to Woodstock," one community member told the panel. Woodstock has a strong base to build on, and it is ready for more.

Woodstock Opera House.

1. Total annual attendance for all programing including public and private events and meetings at the Opera House is approximately 100,000; ticket sales are approximately 25,000/year.

The Technical Assistance (TAP) Panel Process

The City of Woodstock engaged the Urban Land Institute Chicago (ULI Chicago) to evaluate and recommend opportunities for the reuse and ownership of the Old McHenry County Courthouse and the Sheriff's House. ULI Chicago convened an eight-member panel of experts in real estate development, financing, law, architecture and historic preservation to develop a realistic, implementable strategy to address four questions posed by the City of Woodstock (Figure 1).

Chaired by Raymond Hartshorne, partner at Hartshorne Plunkard Architecture, a Chicago-based firm with extensive experience in historic preservation, the panel reviewed detailed background briefing material in advance of the meeting in Woodstock on March 10-11. While on site, the panelists toured the buildings and surrounding area, heard from representatives of and consultants to the City of Woodstock, and met with almost 100 area stakeholders, including residents, business owners, and staff from the county, local nonprofits and educational institutions. With this information, the panelists worked together to develop a course of action that would ensure the Courthouse will be restored as an outstanding asset for Woodstock and the larger McHenry County community.

Figure 1: TAP Questions

1. What uses or combination of uses are realistic, financially sustainable, and make the property a destination and economic engine for the downtown?

2. What type of ownership is in the best long term interests of the City of Woodstock and in the best interests of the property?

3. Significant restoration still needs to be completed in the very near future. How does the City fund this restoration and recoup the cost until ownership and occupancy is resolved?

4. Should the City re-issue the RFP with a more defined focus and if so, how can it improve the process? What active steps can the City take to attract the best possible owners and financiers for this project?

ULI Chicago Panelists and City of Woodstock Representatives.

Current Status: Old McHenry County Courthouse and Sheriff's House

The Old McHenry County Courthouse and the adjoining Sheriff's House, both listed on the National Register of Historic Places, will require significant renovation to be fully returned to being useful, historic assets for Woodstock. Due to age and years of negligence, the two buildings face costs of approximately $5 million in repairs to the shell and core. They will also likely require another $1 - $2 million in renovations to suit the needs of the next tenant, depending on use.

Ownership and Use History

The buildings were owned and used by McHenry County until 1972 and purchased by investors a year later. During years of private ownership, the buildings housed a variety of uses including retail shops, restaurants, galleries and the now defunct Dick Tracy Museum. The private owners were unable to make a sufficient income from the property and invest in much-needed repair and maintenance. The Old Courthouse and the Sheriff's house were both deteriorating rapidly, and therefore in 2011, the City decided to acquire these iconic buildings with the intention of stabilizing them and then returning them to private ownership.

City of Woodstock Initiatives

Over the last three years, the City has invested considerably in restoring the buildings including installation of a new roof, new limestone steps at the main entrance to the Courthouse and the Sheriff's House, and cleanup and building maintenance. The extent of deterioration turned out to be far worse than anticipated, resulting in significant cost over-runs for the City. By FY2015, the City had spent approximately $1.7 million on the Courthouse and Sheriff's House, almost all of it coming out of the existing downtown TIF funds. According to the City's architectural consultant for the restoration work, "Structurally, the Courthouse is solid and in very good condition." However, more work remains to be done to complete stabilization.

Currently, the lower level of the Old Courthouse is being used as a restaurant – the City signed a ten year lease with the Public House restaurant, which completed interior renovations to build-out its restaurant space. Parts of the main and the second floor are being used as an art gallery and artist studios, but these spaces, including their HVAC systems, remain antiquated and could pose safety risks. The Sheriff's House was recently vacated by a local restaurant that had been operating there for the past ten years.

Recognizing that significant investments are still needed to re-invent these historic structures as thriving, modern-day anchors for the Woodstock Square, the City put out a request for proposal (RFP) in January 2014 for purchase, restoration and reuse of the property. The City received two formal proposals, neither of which adequately addressed the City's vision for the Old Courthouse. One of the proposals was solely for the Sheriff's House, the other focused on converting part of the buildings to residential units thereby severely limiting public access. After the RFP submittal deadline had passed, two additional, but very preliminary redevelopment concepts were submitted to the City by two nonprofit groups. The City Council characterized their response to these proposals as "lukewarm" and has continued to explore more options.

Old Courthouse Challenges

The biggest challenge in rehabilitating the Courthouse is the high cost of renovation that cannot be supported by area market rents. Using preliminary cost estimates prepared by the City's architectural consultant, the panel estimates that while approximately $1 million are required to address immediate critical needs and stabilize the buildings (Figure 2), a complete renovation of the Courthouse and Sheriff's House could require a little over $5 million. An additional $1-2 million could be required for tenant improvements based on end-user requirements.

Even when the buildings are restored and up to code, they have notable limitations for use. Because the Courthouse and Sheriff's house were built for a very specific purpose, they do not lend themselves to adaptive re-use easily. Unique spaces, such as the courtroom with its high ceilings and architectural details and the jail-cells in the Sheriff's house have irreplaceable historic value and add to the charm and intrigue of these buildings, but pose significant limitations on the kinds of uses that can be supported. The Courthouse is approximately 22,000 square feet, gross, a relatively small space for such an imposing building, and the Sheriff's House is about 6,500 square feet, gross, including the basement.

Figure 2: Preliminary Cost Estimates for Stabilization

Category	Old Courthouse	Sheriff's House
Capital Expenses	$850,000	$50,000
Repair & Maintenance	$75,000	$25,000
Less Net Income	($15,000)	(0)
Total	**$910,000**	**$75,000**

Historic Significance

The Old McHenry County Courthouse, constructed in 1857, is one of the few remaining pre-Civil War courthouse buildings in Illinois. Designed by Chicago's first architect, John Mills Van Osdel, and his partner Frederick Bauman, many of the building's original features and details are still intact.

The Sheriff's House, added in 1887, included the Sheriff's residence in the front half and jail cells in the back. The jail's best known prisoner is Eugene Debs, who was sentenced to prison in Woodstock in1896 for his lead role in the American Railway Union's Pullman strike. The 19th and early 20th century jail cells are still intact, adding to the historic significance of the structures.

One of the many original hand-painted vault doors in the Old Courthouse.

Original jail cells in the Sheriff's House currently being used as storage.

Central Staircase in the Old Courthouse.

Recommendations: Overall

To date, the City of Woodstock has approached ownership of the Courthouse in an ad hoc way, addressing major maintenance issues as they arose and without a long term plan for its rehab or final use. In many ways this is understandable: The City inherited the building as a last resort to ensure it wouldn't fall into ruin, and it had used the RFP to explore if an outside entity would step up with a viable vision for the property.

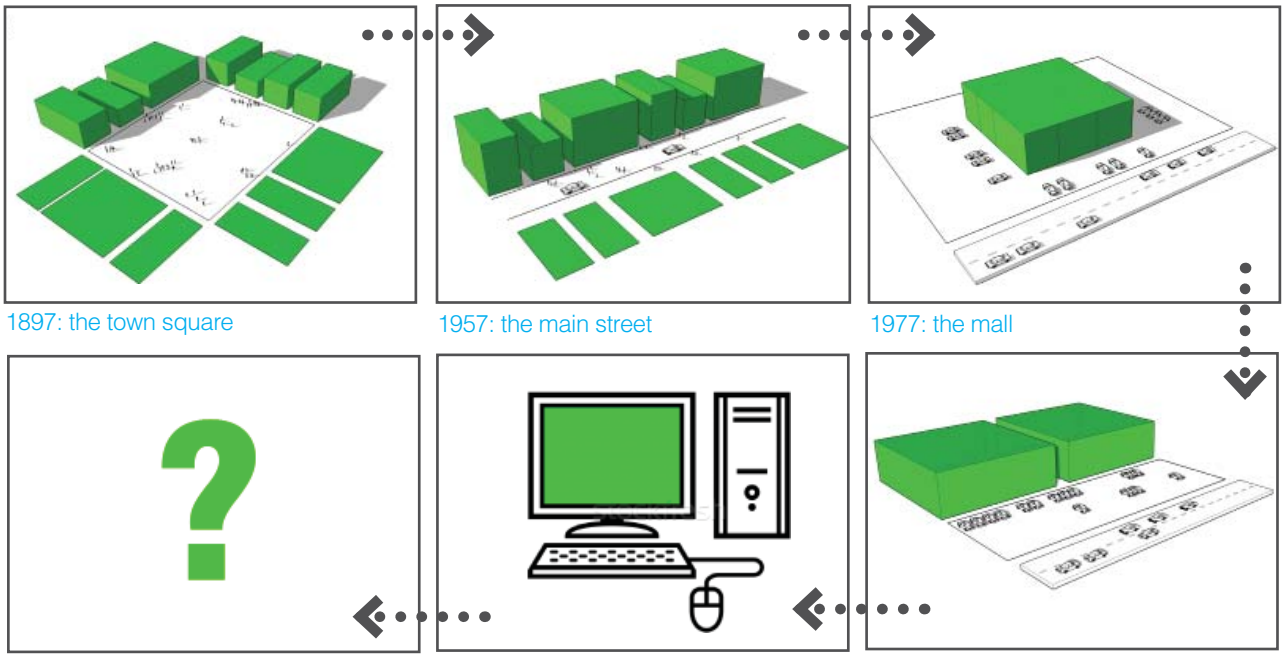
The fact that the RFP process did not yield any feasible responses, however—and that the building was on the market for years by its previous owner—confirms that the high costs for renovating and adapting the Courthouse compared to the local real estate market rates, keep the Courthouse from being profitable for a private owner. Furthermore, a private owner is unlikely to guarantee use in ways that provide maximum benefits to the Square, including a commitment to public use and long-term preservation.

Revise the Framework and Process

1. Recognize Value

Although the costs associated with full repair and repurposing of the Courthouse are high, the benefits must be assessed beyond the building itself. Woodstock Square is a strong platform for today's retail environment. The town square, which more than a century ago was the height of modernity and a place where residents could shop, meet and engage in civic activity, had been replaced over the decades by, successively, main street, the mall, big box stores and the computer (Figure 3).

Figure 3: Evolution of Retail Space



To battle the current, ongoing rise of online shopping, the leading candidate today to invigorate local retail sales is a sense of place. Across the country, developers are establishing commercial centers that frame the shopping and dining experience as entertainment. These locations are mixed-use and walkable. They use public space and cohesive programming to attract visitors and get them to stay longer. They make the shopping experience a pleasant destination with unified architectural details and a human sense of scale.

One panel member mentioned Chicago's Millennium Park, which was an extremely expensive project that has become one of the city's premier tourist attractions and sparked what has been estimated as more than $2 billion dollars of real estate development. Certainly that is a project and impact on an entirely different scale—but the core idea of a cost/benefit calculation that goes beyond the four walls of the building itself holds true.

In the opinion of the panel, Woodstock Square is an asset that is rare and valuable—a genuine, historic version of a retail environment that developers in other municipalities nationwide are trying to recreate. Investment in the Courthouse should be viewed within that context: The calculus on what is financially sustainable for the property can and should be rethought in terms of the full cost-benefit to the square. The success of the Courthouse and the success of Woodstock Square are tightly linked—that fact should inform all decisions about the property.

Pedestrian plazas, a popular place-making tool for centuries is being increasingly used in new developments across the country. Top: Lucca, Italy; Bottom: Bryant Park, New York City; Right: New City, Chicago.

Photo Credit (Bryant Park): ASLA Award recipient, OLIN, photos by Peter Mauss/Esto and Felice Frankel

What creates a sense of place?

ULI's 10 principles for reinventing suburban business districts[2]

1. Understand your position in the market
2. Build community support
3. Develop a vision and a plan
4. Stress results over regulation
5. Break up the superblocks and optimize connectivity
6. Embrace mixed use
7. Honor the human scale by creating a pedestrian-friendly place
8. Think transit—think density
9. Create a public/private partnership
10. Share and manage parking

2. Booth, Geoffrey, et al. Ten Principles for Reinventing Suburban Business Districts. Washington, D.C.: ULI–the Urban Land Institute, 2002.

ULI's 10 principles for rebuilding neighborhood retail[3]

1. Great streets need great champions
2. It takes a vision
3. Think residential
4. Honor the pedestrian
5. Parking is power
6. Merchandise and lease proactively
7. Make it happen
8. Be clean, safe, and friendly
9. Extend day into night
10. Manage for change

3. Beyard, Michael D., Michael Pawlukiewicz, and Alex Bond. Ten Principles for Rebuilding Neighborhood Retail. Washington, D.C.: ULI–the Urban Land Institute, 2003.

Photo Credit (New City Development): Structured Development LLC, rendering by OKW Architects

2. Connect the Community

Through interviews and conversations with almost one hundred community members during the TAP process, it became clear that there is very strong community support for preserving and renovating the Courthouse. At the same time, there is very little consensus on what the future use should be - the panel heard widely varying opinions including a new City Hall, mixed retail shops, gallery space for the visual arts, a brewery, restaurant, and an upscale bar and grill.

Additionally, there is a lack of confidence in the process and decisions around the buildings in the last few years, in large part because the City's decision-making process to date has largely been ad hoc and closed to the public. The panel found that many community members and business owners want to be involved, but don't feel they have had a role to play or a voice in the process.

To make a comprehensive decision about the future of the property, the panel recommends the City take advantage of institutions and community members who are interested in preserving the Courthouse. Engaging a broad array of local stakeholders—from businesses to nonprofits and community groups to residents, including a growing Latino population—will both build consensus and bring in resources, ideas and energy to the process.

3. Build the Context: Improve Merchant Coordination in the Square

As much as 85 percent of the revenue on Woodstock Square comes from visitors to the town. The panel heard repeatedly, though, that marketing for Woodstock has been fragmented, the Chamber of Commerce is not effective, and some stores on the Square are closed on Sundays or during festivals or keep irregular hours.

To reach its potential, the "sense of place" model to support shopping and dining requires coordination, planning and consistency. Locations like The Grove in Los Angeles and North Michigan Avenue in Chicago are highly successful in part because organized, collaborative events and promotions bring in visitors who find a mix of dependable, interesting options.

As outlined in this report, the Woodstock Square already has an admirable number of assets for this model, such as special events throughout the year and retail, dining and entertainment options. Initiatives such as Promote Woodstock and Woodstock Celebrates are steps in the right direction, but developing a cohesive brand and marketing plan, and identifying a dedicated person or entity that can secure the cooperation of businesses around the Square, is critical for the long-term success of the Square and the Courthouse.

Woodstock community members share their vision for the Old Courthouse with the ULI Chicago panel.

Recommendations: Four Steps to a New Courthouse

To find the best available long-term use for the facility, the panel recommends a four step process that allows the City of Woodstock to address the immediate needs for the buildings and bring in crucial advisors and partners to identify the uses that best meet the needs of the community.

Step One: Issue a New RFP Limited to Stabilization

It is critical to complete the stabilization of the Courthouse and the Sheriff's House as soon as realistically possible to limit further damage to the buildings. The City of Woodstock would retain ownership during this period and could potentially use revenues from the existing downtown TIF and other available funds to finance the stabilization repairs.

To achieve this, the City should issue a new RFP that is focused solely on finishing stabilization of the buildings. The timeframe for completion should be six to eight months, and the cash outlay should be kept tight to minimize potential cost overruns and scope creep. Any restoration work done during this period should be use-independent, i.e. no modifications should be made that would limit options for a final tenant.

Step Two: Form an Advisory Board and Create a Common Vision

Recognizing that restoring the Courthouse and finding a sustainable use for it is a challenging task that will require support from many stakeholders in and beyond Woodstock, the panel recommends that concurrent with the stabilization effort, the City should form an advisory board.

The primary purpose of the advisory board will be to facilitate collaboration at the community and regional level and help define a common vision for the Courthouse. To get input and buy-in from a broad swath of allies, the advisory board should have a diverse set of representatives, including:

- City of Woodstock
- McHenry County
- Educational Institutions: Local School District, Community Colleges, and Universities
- Philanthropies such as the McHenry County Community Foundation
- Major Employers and Local Businesses, including Downtown Retailers
- Residents and Neighborhood Groups

The advisory board will also assess the community's needs and leverage existing assets to identify suitable future use(s) for the Courthouse. The panel recommends that the advisory board identify a project leader who can take charge of the rehabilitation process and implement the board-endorsed, community vision for the Courthouse. The project leader should be dedicated full-time to this task and have the following key qualifications:

- Fundraising expertise
- Real estate and development expertise including marketing and tenant (user) sourcing
- Management and teambuilding skills with demonstrated ability to leverage relationships at all levels

Step Three: Transition Ownership To A Nonprofit Organization

The Panel recommends that once building stabilization is complete, the advisory board should work with the City to establish a nonprofit organization dedicated to the long-term ownership and stewardship of the Courthouse.

Given that the Courthouse restoration is not internally profitable, private ownership of the building is extremely unlikely. Moreover, a private owner would likely restrict public access to the buildings in a way that will be unacceptable to the community. Therefore the panel does not recommend pursuing private ownership.

While the City could continue to maintain ownership, the panel believes that transitioning to a nonprofit ownership structure brings several advantages:

1. The City has many competing priorities to fulfill its core functions such as police, safety and transportation, whereas the nonprofit can focus exclusively on the Courthouse.
2. A nonprofit can make decisions about the site without entanglements in local politics or municipal operational restrictions.
3. Finally, the Courthouse is an asset for McHenry County as a region, not just the city, and decisions on its behalf should reflect that fact.

A nonprofit can also bring in resources not typically available to a municipal government, such as foundation grants, corporate giving, individuals' tax-deductible contributions, and pro bono or reduced price craftsman contractor participation. These potential funding sources can be added to a funding stream that could include naming rights or sponsorship opportunities, county, state or federal programs, TIF funds and municipal bonds.

The panel notes that historic tax credits (available only to a private owner or tenant) are not likely to be a viable financing mechanism for the Courthouse, because the high cost of obtaining tax credits will likely offset the financial benefits. To be eligible, all building changes must meet the exceedingly high standards of the State of Illinois Historic Preservation Agency. Not only will this add costs above and beyond "normal" preservation, it will also severely limit the ability to make changes to the buildings to accommodate future uses.

Some or all the members of the advisory board can transition into the nonprofit's active, professional working board and the project leader could potentially take on the role of the executive director. The nonprofit should have a well defined mission to follow the community's vision and historic preservation, and remain accountable by providing stakeholders and partners with solid cost accounting.

Step Four: Implement the Vision

The nonprofit and its executive director will have the following primary responsibilities for the Old Courthouse and the Sheriff's House:

- Finding the right end-user(s)
- Identifying and securing capital and operating funds
- Ongoing maintenance
- Finding the right design team to create a master floor plan
- Managing longer term rehabilitation and occupancy

Its work would be informed by other developments in Woodstock, such as the possible outdoor pavilion, new housing development and marketing and business coordination for the Square.

While searching for a final tenant, the nonprofit might continue the restoration of the Courthouse beyond the initial stabilization work. Because work will already have been done to safeguard the buildings from any ongoing damage, this is not strictly necessary. However, creating a "vanilla box" that is ready to be turned over to the tenant for interior build-out, would allow potential partners to have a clearer vision for what the Courthouse offers than in its current state.

This "vanilla box" option should not limit options for final use but should include improvements that will be necessary regardless of the end-user: these could include installing new HVAC systems, upgrading plumbing, bringing electrical wiring up to code and installing an elevator. Improvements such as re-painting areas with flaking paint, repairing or replacing severely damaged flooring could also be completed before a tenant and use is finalized.

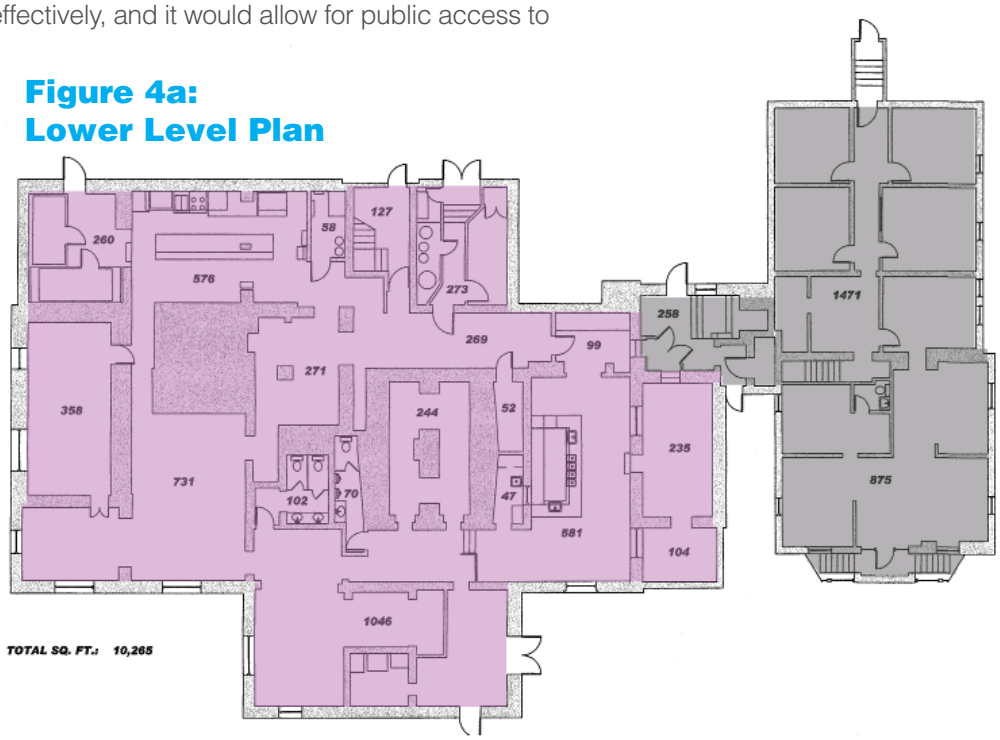
Recommendations: Final Use

Considering the importance of the building to Woodstock Square and the inherent limitations in the site, the Panel recommends that the question of end-users should be answered collaboratively by the newly established nonprofit and its partners.

Given Woodstock's strong focus on education and culture, the panel recommends that the Courthouse's stewards explore partnerships with institutions for higher learning as a potential anchor use for the Old Courthouse. Options could include schools that already have a connection to Woodstock and/or McHenry County, including School District 200, Aurora University, McHenry County College and Loyola University, or schools like Northern Illinois University or the University of Illinois with larger extension programs. Using the Courthouse as an educational space would address many of the Courthouse and Square's needs and assets. An educational institution can use the variety of spaces in the Courthouse effectively, and it would allow for public access to the building—even a possible Woodstock visitor center/student center/art gallery on the first floor. The students would bring energy and additional foot traffic to the Square creating a more robust business environment for the local merchants. An educational institution would likely have more long-term staying power than a for-profit business, and its mission would be more likely to attract foundation and other philanthropic support.

Furthermore, the educational purpose could be tied to Woodstock's strengths. Workforce training and flexible educational programming based on study areas such as hospitality, landscape architecture and agricultural sciences could be connected to and take advantage of Woodstock's many working farms, institutions such as the farmer's market, as well as the growing eco and agri-tourism industry. These conceptual uses are illustrated in Figures 4a-c. Whatever the end-use might be, the panel

Figure 4a:
Lower Level Plan



feels strongly that by working together and partnering with local and regional institutions, the City has the best possible chance of re-inventing the Old Courthouse as a community anchor for another 150 years.

Figure 4b: First Floor Plan

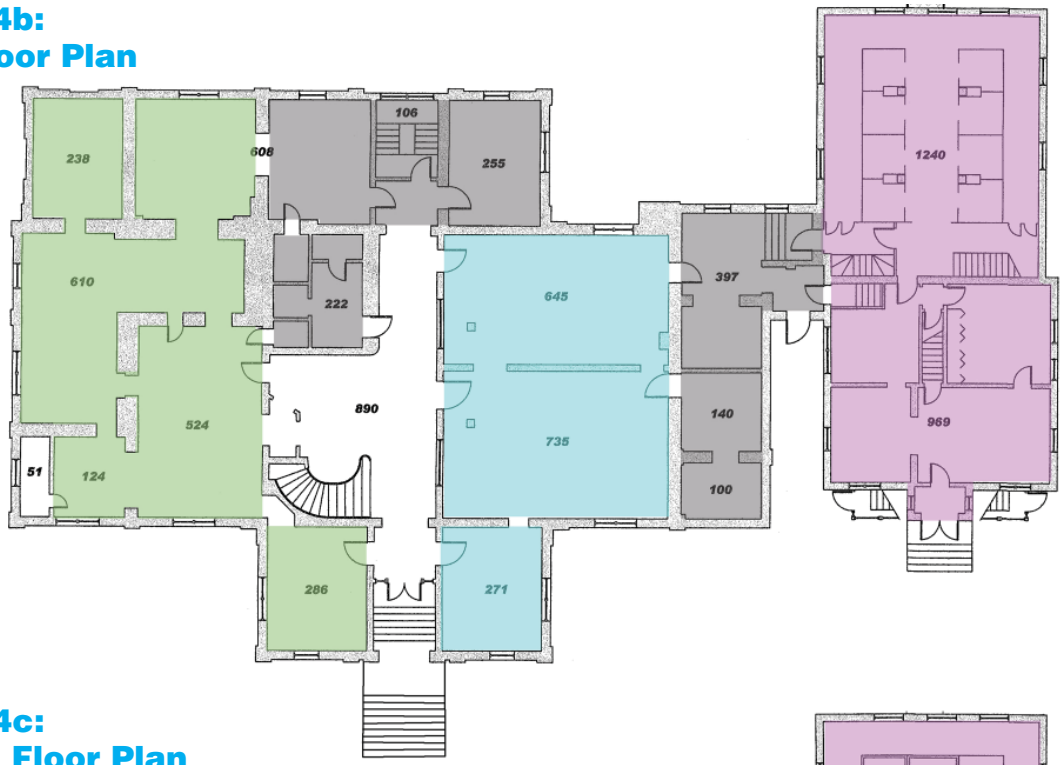
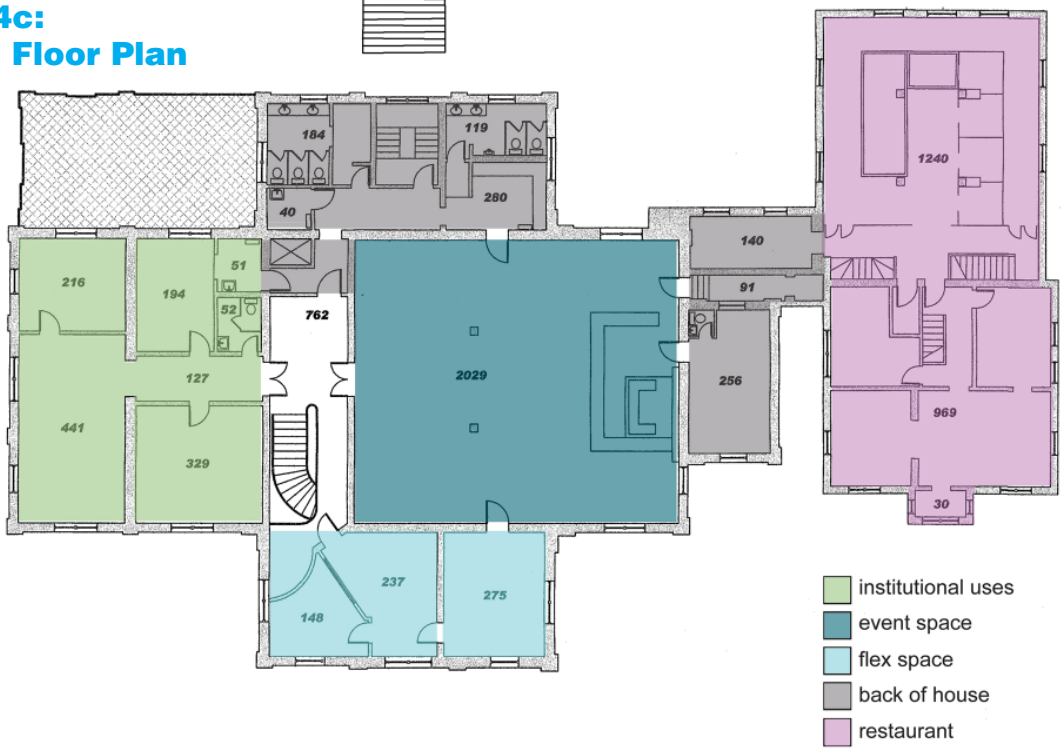


Figure 4c: Second Floor Plan



Successful Examples

Although the Woodstock Square and the Courthouse are unique, many municipalities have faced similar situations. ULI compiled a list of several courthouses from around the county that underwent an adapted reuse, including federal and county buildings that were converted into residential housing, hotels and office space. Notable examples of conversions to cultural or educational reuse include:

Ada County Courthouse
Boise, Idaho

This 1930s federal courthouse was converted to the Idaho Law and Justice Learning Center for the University of Idaho. The $6 million renovation includes classrooms and work spaces for law students, offices for personnel for the nearby Idaho Supreme Court and a state law library.

Jackson County Courthouse
Sylva, North Carolina

After serving as a courthouse for 80 years, this building, listed on the National Register of Historic Places, was converted into office, meeting and program space for local non profit organizations, and a two-story addition was added to house the Jackson County Public Library.

Old Harrison County Courthouse
Marshall, Texas

Located at the center of Whetstone Square in Marshall, Texas, this three-story Neo-Classical/Beaux Arts cross plan courthouse was built in 1900 and served as the County seat until 1964. In 2010, the old courthouse was renovated to house the Harrison County Historical Museum, on the first and second floors, and government offices on the third floor.

Old Federal Building
Grand Rapids, Michigan

Ferris State University spent $31 million to renovate this 91,000 square feet building into a high-tech educational facility for its Kendall College of Art and Design. The century-old federal courthouse had also been reused as an art museum in the past.

Additional resources on reusing old courthouses can be found in the following report: "Federal Courthouses: Better Planning Needed Regarding Reuse of Old Courthouses," United States Government Accountability Office (GAO), November 2013.

Also, neighborhoods and municipalities, many in the Chicagoland area, have been very successful in creating vibrant business districts. As the City of Woodstock looks to strengthen its historic square and thereby the context for the Courthouse, it should consider reviewing the choices and operations, and interviewing representatives from these examples. Options include but are not limited to:

- Business promotion by Main Street Libertyville in the historic downtown of Libertyville, Illinois
- Coordinated retail in the River North Design Center in Chicago
- Coordination of historic preservation and planning in the Pullman District in Chicago by the nonprofit Neighborhood Development Initiatives
- Stores and marketing in historic Merchants Square in Williamsburg, Virginia
- Community commercial revitalization strategies for business districts by CORO in New York City

The Old Federal Building in Grand Rapids, Michigan renovated into a LEED-Gold certifed educational facility for the Kendall College of Art and Design.

Photo Credit: Kendall College of Art and Design of Ferris State University; photo: Matt Gubancsik

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Chicago

COURTHOUSE AND SHERIFF'S HOUSE STABILIZATION AND RESTORATION PRIORITIES

COURTHOUSE EXTERIOR

<u>Courthouse Priority #1:</u>
Windows: The Courthouse windows have many problems including rotted sills, jams, trim, missing glass (due to window AC dating to the 1960s) and broken glass.

Insulation can be added around the windows before they are re-installed.

The large arched window on the west side is among the first windows on the courthouse that should be restored.

Some windows will need to be replaced with new replica windows. These include the second floor windows in the center bay on the west side which are very deteriorated, the two glass block windows on the west side, and eventually the ground floor windows on the east side.

Doors on the west side should also be addressed during the window restoration phase.

<u>Courthouse Priority #2A</u>

Remove exterior miscellaneous items: Prior to masonry restoration, the multitude of pipes, electrical connectors, vents, covers, etc. should be examined, overall safety should be verified and any unnecessary or unused items should be removed.

Courthouse Priority #2B

Masonry restoration: Loose stone details, loose brick and eroded brick create safety issues, allow water to penetrate into the building, and provide a home for birds, bats, bees and other nuisances.

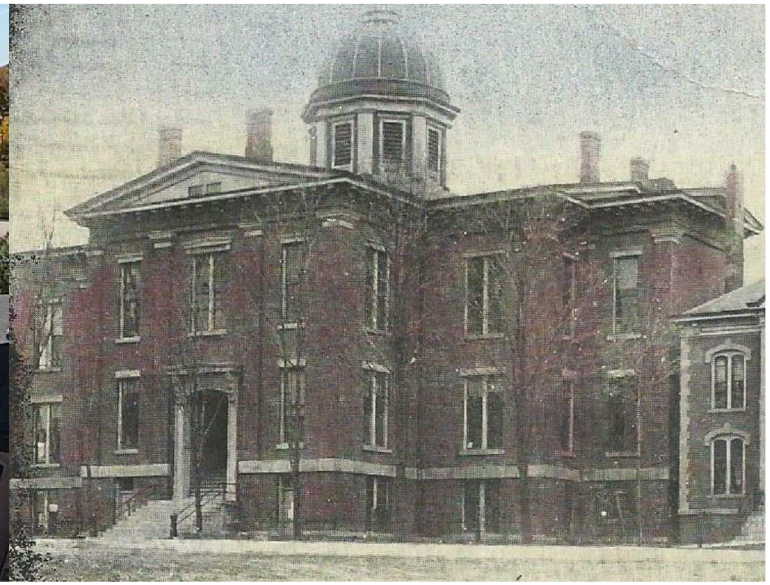
Masonry needs to be repaired and repointed.

<u>Courthouse Priority #3</u>

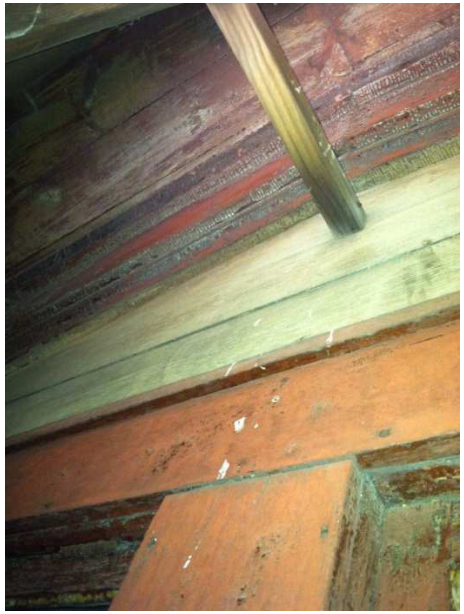
Downspouts: Most downspouts are very old, tenuously attached to the building, directed into unknown underground pipes and need to be replaced. DPW will be improving underground stormwater collection this year.

Courthouse
Priority #4A
The soffits were stabilized during the roof and gutter project but only select areas where birds could penetrate or the old plywood could fall were repaired. New plywood was installed as a temporary covering over permanent structural repairs.

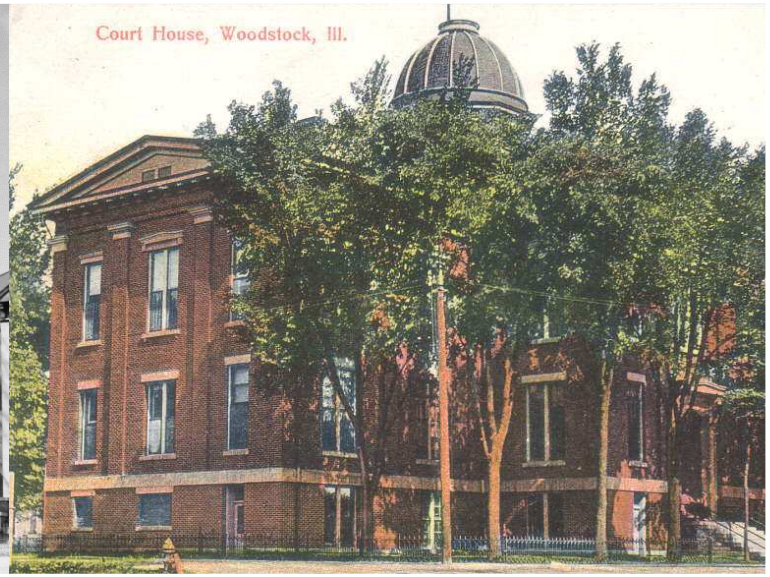
Courthouse
Priority #4B
Gable ends: The plywood covered gable ends are not in urgent need of removal but the trim is incorporated into the soffits and it would be more cost effective if coordinated with the soffit work. The restored gables are a significant architectural detail.



The decorative trim still exists behind the gables and can be cleaned, scraped, and painted. A system to deter birds from roosting should also be installed.



Option 4C:
Until the 1950s or 60s, there were decorative blocks called modillions installed under the eaves. These have strictly a decorative function but it would be more cost effective to install them at same time as the soffit and gable restoration.

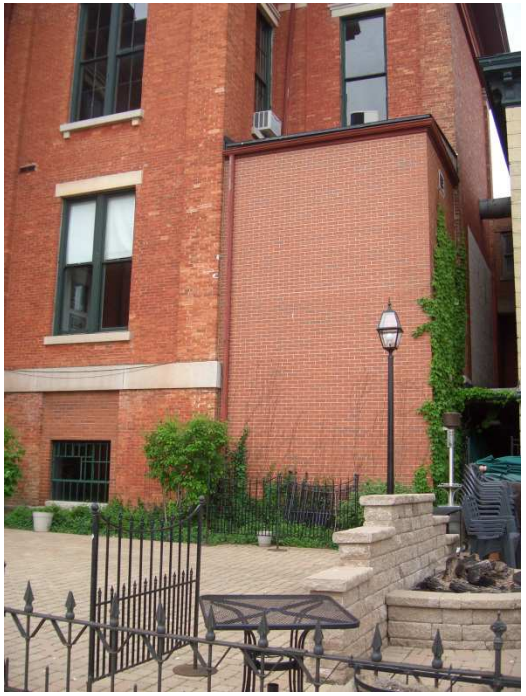


Courthouse Priority #5

Fencing: Restore wrought iron fencing around the property.

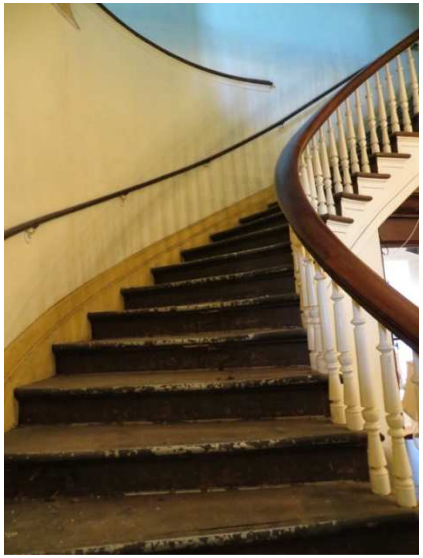
Courthouse Priority #6

Remove addition: The removal of the addition will impact the Public House bar area and will require relocation of the electrical panel, the furnace that serve the northeast gallery space and the condenser that is mounted to the roof. The project would require new windows, paint removal and masonry work.



COURTHOUSE INTERIOR

Interior Priority #1
Stairs and Railings: Restore stairs and install additional code compliant railings. Though the second floor is not open to the public, we are aware that numerous people have taken it upon themselves to explore the second floor.



Interior Priority #2
Second floor ceilings: Repair and restoration of second floor ceilings should be completed to prevent additional ceiling issues.

SHERIFF'S HOUSE EXTERIOR

Sheriff's House and Jail Priority #1A
Windows:
Recently the upper glass in the sash on the right fell out of the window onto the stairs and courtyard below. Several other windows were showing similar signs of failure as well. Restoration should include the sash, jam and sill.

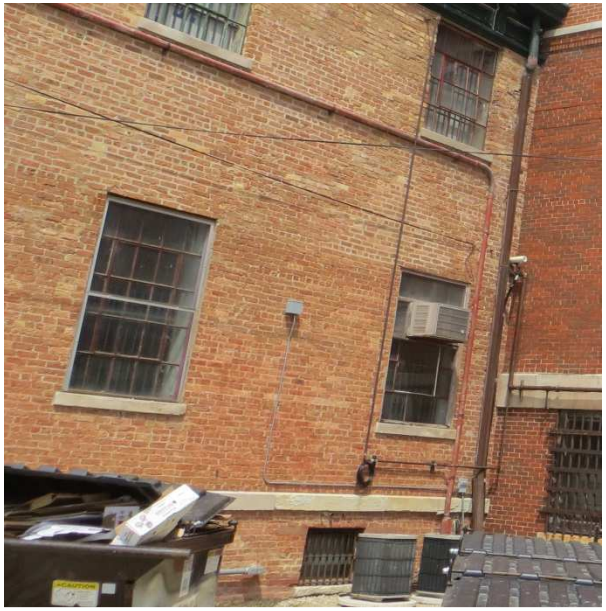
Sheriff's House and Jail Priority #1B
Windows: Replace steel windows in jail with new windows that replicate the appearance. The project will require new lintels and significant repairs to jams and sills.

The jail windows are rusted, lintels are failing, glass is missing and broken and most work can only be done from the outside due to the bars on the inside. New windows will be much more energy efficient.

Sheriff's House and Jail Priority #2

The building will be monitored to determine if there is a roof leak between the courthouse and the jail.

Sheriff's House and Jail Priority #3A
Remove exterior miscellaneous items: Prior to masonry work, the exterior should be examined for any unused or unsafe electrical or gas pipes and connections, along with old hardware.



Sheriff's House and Jail Priority #3B
Masonry restoration: The top of the west wall needs to be repaired. There are loose brick and limestone elsewhere on the building also and repointing will be required.

Sheriff's House and Jail Priority #4
Downspouts: The downspouts are very old, tenuously attached to the building, directed into unknown underground pipes and need to be replaced. DPW will be improving underground stormwater collection this year.

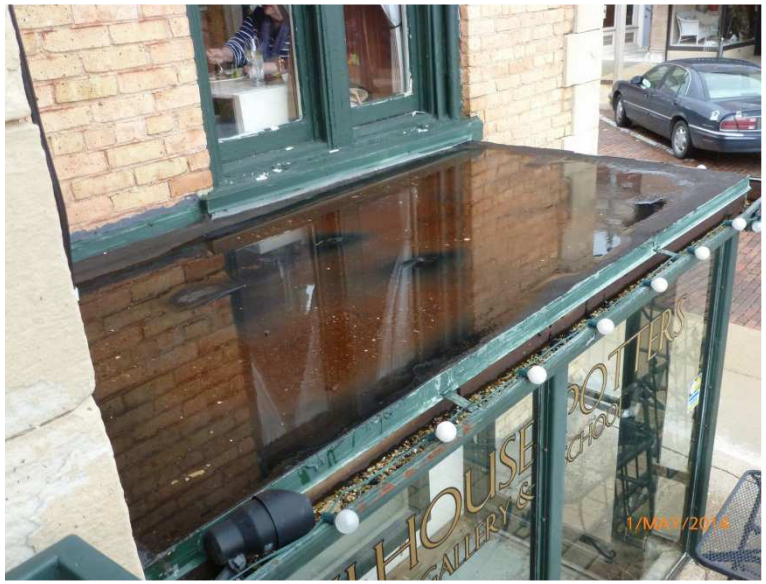
Sheriff's House and Jail Priority #5A
Soffits need structural reinforcement and repair. Soffit work needs to be paired with metal cornice work.

Sheriff's House and Jail Priority #5B

The metal cornice has holes, l·yŘ will rust if it is not repaired and repainted. The metal needs to be removed to repair the soffits.

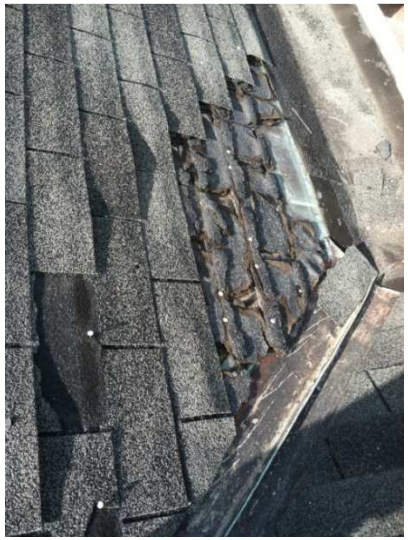
Sheriff's House and Jail Priority #6

The basement entry enclosures have several issues including cracked glass, inadequately drained roofs, a broken door, cracked foundations. etc.



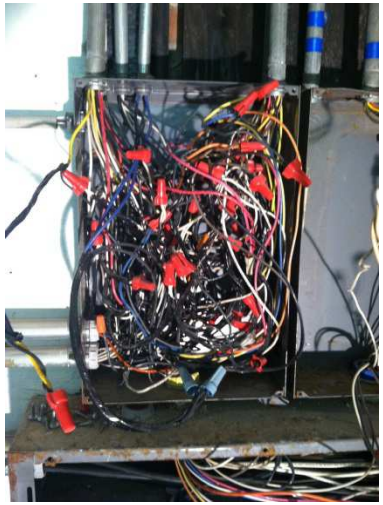
Sheriff's House and Jail Priority #7 The west basement entrance needs to be reconstructed. Temporary roof repairs should be immediate, other decisions regarding the enclosure should be made after accessibility and egress decisions have been made.

Sheriff's House and Jail Priority #8 (but may need to move up)
Sheriff's House roof: The hipped roof is old and has leaked in the past. The photo to the far right shows the section which was repaired in 2012.



SHERIFF'S HOUSE AND JAIL INTERIOR

<u>Interior Priority #1</u>
Electrical: There are electrical issues throughout the building including cloth wiring, open junction boxes, and jumbled wiring in the basement.



The antique panel in the second floor jail space is still in use.

Interior Priority #2

Plaster: The condition of the plaster in the jail necessitates significant repairs. Options include complete removal to expose walls but the brick will also have to be repaired, cleaned and repointed; or removal of all loose plaster and re-plastering walls.

Failing plaster has been a problem for many years as evidence by areas of exposed brick which was painted to match the walls.

Interior Priority #2B
Mold has been allowed to grow under the areas of the second floor coolers. Additional mold remediation may be necessary prior to replastering.

Interior Priority #2C
Plaster repairs are also required in the Sheriff's House.

Interior Priority #3
Railings: Railing heights do not meet current code heights and new railings of proper height should be added.

Interior Priority #4
Ventilation: The condition of the ventilation system should be evaluated and maintenance and repairs should be made. This photo shows ductwork above the jail cells on the first floor.

PROPOSAL FOR CREATION OF THE

OLD COURTHOUSE AND SHERIFF'S HOUSE ADVISORY BOARD

As described in the TAP recommendations, the primary purpose of the Advisory Board will be to facilitate collaboration at the community and regional level and help define a common vision for the Old Courthouse and Sheriff's House.

The Board will be composed of 7-9 members including representatives from any or all of the following: City of Woodstock, McHenry County, McHenry County Historical Society, higher education institutions, philanthropies such as the McHenry County Community Foundation, major employers and local businesses including downtown retailers, residents, and restoration/preservation experts.

Board members, including the chairman, will be appointed by the Mayor and confirmed by the City Council. The board members will serve until they have completed a report to the City Council of their findings regarding the items listed under "Authority" below.

Staff Liaison: City Manager or their designee

All meetings of the Advisory Board shall comply with the requirements of the Illinois Open Meetings Act.

Authority: The Advisory Board shall have the authority to conduct public meetings, obtain public input, and recommend action to the City Council. In particular, the Advisory Board is charged with creating a common vision regarding future use and ownership of the Old Courthouse and Sheriff's House.

Assess community needs and leverage existing assets to identify suitable future uses

Evaluate potential success of public, private, and non-profit organization ownership, (fundraising, directing projects, finding tenants, management, long-term maintenance and management.)

Identify possible partnerships

Identify realistic /feasible funding sources

Provide advice on other issues regarding the Old Courthouse and Sheriff's House as may be referred to the Advisory Board from time to time.