Agenda Item # 36

DISTRIBUTION
County Board
County Clerk
Tax Extension
Recorder of Deeds
Public Works

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS

ADJOURNED REGULAR JUNE A.D., 2007 SESSION

JULY 10, A.D., 2007

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

Your Public Works and Transportation Committee and Financial and Administrative Committee present herewith an Ordinance enlarging the Northeast Lake FPA Special Service Area and authorizing the execution of an Annexation Agreement with the owners, Alfred P. Pedersen, Jr., Dean A. Pedersen, Dale A. Pedersen, Lloyd A. Pedersen, and the Alfred P. Pedersen Trust (Pedersen Farm property), pertaining thereto; and request its adoption.

Respectfully submitted,

	Aye	Nay
CHAIR	✓	
VICE CHAIR	✓	
	✓	
	✓	
	✓	

PUBLIC WORKS AND TRANSPORTATION COMMITTEE

	Aye	Nay
CHAIR	✓	
VICE CHAIR	✓	
	✓	
	✓	

FINANCIAL AND ADMINISTRATIVE COMMITTEE

AN ORDINANCE ENLARGING THE NORTHEAST LAKE FPA SPECIAL SERVICE AREA
(Pedersen Property)

WHEREAS, the County Board of Lake County, State of Illinois (the "County Board"), has created the Northeast Lake Facilities Planning Area Special Service Area (the "NEFPA SSA") to provide special sanitary sewerage services pursuant to Section 7(6) of Article VII of the Illinois Constitution of 1970; Section 5-15010 of the Counties Code, 55 ILCS 5/1-1001 et seq.; the provisions of 35 ILCS 200/27-5 et seq. (the "Special Service Area Act"); and the Lake County Ordinance approved on December 2, 1994, entitled "An Ordinance Establishing the Northeast Lake FPA Special Service Area" (the "Establishing Ordinance"); and

WHEREAS, the record and/or beneficial owner (the "Applicant") of the real property legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "Annexation Tract"), has requested that the Annexation Tract be annexed to the NEFPA SSA in order to receive sanitary sewer service from Lake County; and

WHEREAS, the Annexation Tract lies within the corporate limits of the Village of Antioch, and the corporate authorities in such Village did consent to the annexation of the Annexation Tract into the NEFPA SSA pursuant to Village of Antioch Resolution No. 07-05 adopted on 5 February 2007; and

WHEREAS, the Annexation Tract is contiguous to the territory of the NEFPA SSA, and has an equalized assessed valuation ("EAV") that is less than 5% of the EAV of the existing territory within the NEFPA SSA; and

WHEREAS, the Applicant plans to develop the Annexation Tract in accordance the terms and conditions hereinafter set forth in this Ordinance and its exhibits; and

WHEREAS, in response to the Applicant's requests, the County Board passed an ordinance entitled "An Ordinance Proposing the Enlargement of the Northeast Lake FPA Special

Service Area and Providing for a Public Hearing and other Procedures in Connection Therewith (Pedersen Property)," (the "Proposing Ordinance") on 13 March 2007; and

WHEREAS, pursuant to the Proposing Ordinance, the County Board held a public hearing on the enlargement of the NEFPA SSA on 10 April 2007 as required by the Special Service Area Act. Said hearing was held pursuant to notice (i) duly published in the Waukegan News-Sun, a newspaper of general circulation within the NEFPA SSA and the Annexation Tract on 23 March 2007, which was at least 15 days prior to the hearing, and (ii) by mail addressed to the person or persons in whose name the general taxes for the Annexation Tract were paid during the last preceding year. In the event taxes for the last preceding year were not paid, said notice was sent to the person last listed on the tax rolls prior to that year as the Applicant of said property. A Certificate of Publication of Notice and an Affidavit of Mailing of Notice are attached to this Ordinance as Exhibits B and C, respectively. Said notices conform in all respects to the requirements of the Special Service Area Act; and

WHEREAS, the County Board has found and determined (a) that sufficient capacity exists or is programmed to become available in the Northeast Sewerage System to serve the Annexation Tract, and (b) that it is in the best interests of the NEFPA SSA, that the NEFPA SSA be enlarged by annexing the Annexation Tract thereto, subject to the conditions, restrictions, and provisions contained herein;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: Recitals. The foregoing recitals are incorporated herein as if fully set forth.

SECTION TWO: Annexation. Subject to the conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the Annexation Tract is hereby annexed to the NEFPA SSA (the "Annexation"). An accurate map of the NEFPA SSA, as enlarged, is attached hereto and by this reference incorporated herein and made a part hereof as Exhibit D. A legal description

of the NEFPA SSA, as enlarged, is attached hereto and by this reference incorporated herein and made a part hereof as Exhibit E. The Annexation Tract shall hereafter be subject to the terms, provisions, and requirements of the Establishing Ordinance.

SECTION THREE: Amendment to Special Tax Rolls.

A. Pursuant to Subsection 6.D of the Establishing Ordinance, the Annexation Tract shall be assigned a zero share of the Special Tax Rolls (as defined in Section 5 of the Establishing Ordinance), and the addition of the Annexation Tract shall not reduce the amount of SSA Taxes to be levied and extended against the Original SSA Tracts (as defined in Section 5 of the Establishing Ordinance).

B. The Twenty-Year Special Tax Roll, as established pursuant to Subsection 5.C of the Establishing Ordinance, is hereby amended by the addition of the following in the appropriate numerical order:

Tract	Amount of Annual Tax
"Pedersen Tract	- 0 -"

In all other respects, said Subsection 5.C of the Establishing Ordinance, as amended from time-to-time, shall remain in full force and effect.

SECTION FOUR: Conditions on the Enlargement of the NEFPA SSA.

A. Execution of Annexation Agreement. The Applicant shall sign and deliver to the County an "Agreement to Annex the Pedersen Annexation Tract to the NEFPA SSA," in substantially the form that is attached hereto as Exhibit F and made a part of this Ordinance (the "Annexation Agreement"). The County Board hereby approves the Annexation Agreement, and the County Board Chairman and County Clerk are hereby authorized and directed to execute and attest the Annexation Agreement on behalf of the County upon delivery of the signed Annexation Agreement from the Applicant; provided, however, that, if the Applicant fails to sign and deliver the Annexation Agreement within 45 days after the date of this Ordinance, then this

Ordinance shall be of no force or effect. In addition, the County shall have the right to repeal this Ordinance without further notice or hearing in the event that the conditions of Section 17 of the Annexation Agreement are not satisfied.

B. Payment of Annexation Fees and Costs. The Applicant shall pay to the County the annexation fee set forth in the Annexation Agreement in accordance with Subsection 11.A of the Establishing Ordinance (the "Annexation Fee"), as well as all costs and expenses incurred in connection with, or arising from, the Annexation, including publication, administration, legal, and engineering costs (the "Costs"). All Annexation Fees and Costs shall be in addition to, and not in lieu of, the Standard Connection Fee described in Subsection 10.A of the Establishing Ordinance.

C. Absence of Protest. No valid protest has been filed with the County Clerk within 60 days after the close of the 10 April 2007 public hearing by 51% of the owners and 51% of the electors of NEFPA SSA.

D. Village Authorization for Service. Pursuant to Division 5-15 of the Counties Code, 55 ILCS 5/5-15000 *et seq.*, the County and the Village of Antioch shall enter into a mutually acceptable agreement regarding the County's provision of sanitary sewerage service to the Annexation Tract.

SECTION FIVE: Recordation. The County Clerk is hereby authorized and directed to record certified copies of this Ordinance in the Office of the Lake County Recorder of Deeds and to file the same in the Office of the Lake County Clerk following payment of the Annexation Fee.

SECTION SIX: Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS _____ DAY OF _____, 2007.

AYES:

NAYS:

ABSENT:

APPROVED THIS _____ DAY OF _____, 2007.

_____
Chairman, Lake County Board

ATTEST:

_____
County Clerk

4621827_v3

REVIEW COPY

EXHIBIT A

Legal Description of the Annexation Tract

PARCEL 1:

GOVERNMENT LOT 2 IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 46 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 500.00 FEET OF THE EAST 100.00 FEET THEREOF, AND ALSO EXCEPT THE WEST 161.58 FEET THEREOF) DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 18, THENCE SOUTH 89 DEGREES, 12 MINUTES 56 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER SECTION, 162.55 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 11 MINUTES 28 SECONDS EAST, 2615.67 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER SECTION; THENCE SOUTH 89 DEGREES 22 MINUTES 55 SECONDS EAST ALONG SAID NORTH LINE, 1633.07 FEET TO THE NORTHEAST CORNER OF GOVERNMENT LOT 2; THENCE SOUTH 00 DEGREES 11 MINUTES 28 SECONDS WEST, A DISTANCE OF 2120.38 FEET, TO THE NORTH LINE OF SAID SOUTH 500.00 FEET; THENCE NORTH 89 DEGREES 12 MINUTES 56 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTH 500.00 FEET, 100.01 FEET TO THE WEST LINE OF SAID EAST 100.00 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 28 SECONDS WEST ALONG THE WEST LINE OF SAID EAST 100.00 FEET, 500.03 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 12 MINUTES 56 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER SECTION, 1533.11 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 46 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 89 DEGREES 12 MINUTES 56 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER SECTION, 162.55 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 28 SECONDS EAST, 1411.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 48 MINUTES 11 SECONDS WEST, 1584.57 FEET TO THE CENTERLINE OF NORTH MILL CREEK; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF NORTH MILL CREEK TO A POINT 802.61 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13 AND 327.20 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE DEPARTING SAID CENTERLINE, NORTH 00 DEGREES 07 MINUTES 33 SECONDS EAST, 802.61 FEET, TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 45 MINUTES 00 SECONDS EAST ALONG SAID NORTH LINE 1654.77 FEET TO THE NORTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH 00 DEGREES 14 MINUTES 00 SECONDS WEST 45.94 FEET TO THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 89 DEGREES 22 MINUTES 55 SECONDS EAST, 160.62 FEET, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 11 MINUTES 28 SECONDS WEST, 1204.47 FEET TO THE POINT OF BEGINNING;

PARCEL 3:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 13 TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 46 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 13, THENCE NORTH 89 DEGREES 48 MINUTES 11 SECONDS WEST, 1540.12 FEET TO THE CENTERLINE OF NORTH MILL CREEK; THENCE NORTHERLY, NORTHEASTERLY AND NORTHWESTERLY ALONG THE CENTERLINE OF NORTH MILL CREEK TO A POINT 74.38 FEET NORTH OF NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13 AND 97.50 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE DEPARTING SAID CENTERLINE, SOUTH 89 DEGREES 48 MINUTES 11 SECONDS EAST, 1584.57 FEET, THENCE SOUTH 00 DEGREES 11 MINUTES 28 SECONDS WEST 1411.20 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 12 MINUTES 56 SECONDS WEST, ALONG SAID SOUTH LINE, 162.55 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE NORTH 00 DEGREES 27 MINUTES 09 SECONDS EAST, 7.85 FEET TO THE POINT OF BEGINNING.

PIN Nos.:
02-13-200-005 (partial)
02-13-200-002 (partial)
02-13-200-003 (partial)
03-18-100-001
03-18-100-002

REVIEW COPY

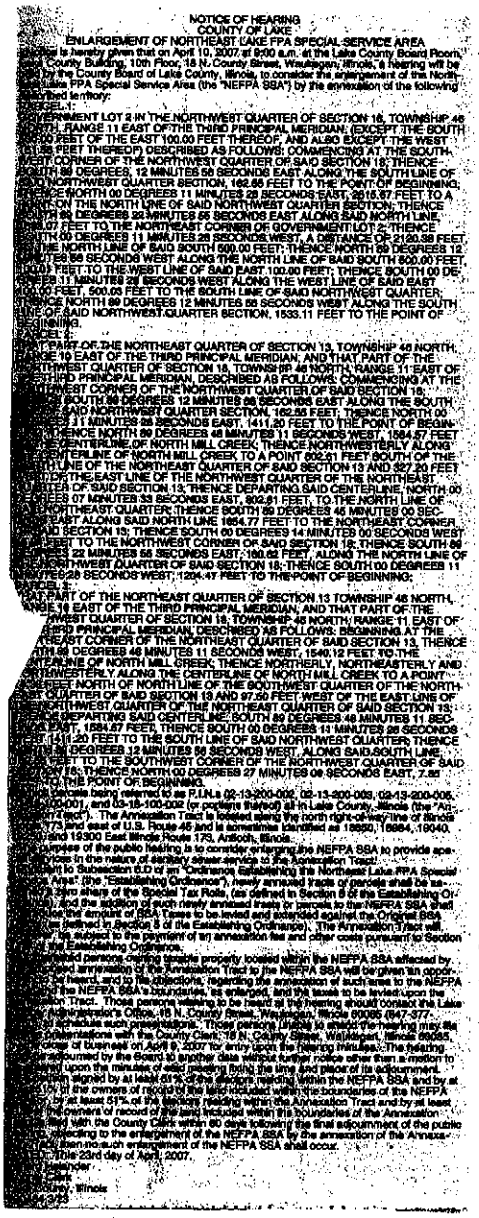
EXHIBIT B

CERTIFICATE OF PUBLICATION OF NOTICE

TEBERSEN FARM SSA #9

Suburban Chicago Newspapers
Certificates of Publication

State of Illinois – County of ☐ Cook ☐ Kane ☒ Lake ☐ McHenry ☐ DuPage



NOTICE OF HEARING
COUNTY OF LAKE
ENLARGEMENT OF NORTHEAST LAKE FPA SPECIAL SERVICE AREA
is hereby given that on April 10, 2007, at 9:00 a.m. at the Lake County Board Room, County Building, 10th Floor, 18 N. County Street, Waukegan, Illinois, a hearing will be by the County Board of Lake County, Illinois, to consider the enlargement of the North- Lake FPA Special Service Area (the "NEFPA SSA") by the annexation of the following described territory:
PARCEL 1:
GOVERNMENT LOT 2 IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 46 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN; (EXCEPT THE SOUTH 800.00 FEET OF THE EAST 100.00 FEET THEREOF, AND ALSO EXCEPT THE WEST 100.00 FEET THEREOF) DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH-WEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 89 DEGREES, 12 MINUTES 58 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER SECTION, 162.55 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 11 MINUTES 28 SECONDS EAST, 2615.97 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER SECTION; THENCE SOUTH 89 DEGREES 23 MINUTES 55 SECONDS EAST ALONG SAID NORTH LINE, 2120.07 FEET TO THE NORTHEAST CORNER OF GOVERNMENT LOT 2; THENCE SOUTH 00 DEGREES 11 MINUTES 28 SECONDS WEST, A DISTANCE OF 2120.38 FEET, TO THE NORTH LINE OF SAID SOUTH 800.00 FEET; THENCE NORTH 89 DEGREES 12 MINUTES 58 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTH 800.00 FEET, 1000.00 FEET TO THE WEST LINE OF SAID EAST 100.00 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 28 SECONDS WEST ALONG THE WEST LINE OF SAID EAST 100.00 FEET, 800.05 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 12 MINUTES 58 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER SECTION, 1533.11 FEET TO THE POINT OF BEGINNING.
PARCEL 2:
THAT PART OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN; AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 46 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 89 DEGREES 12 MINUTES 58 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER SECTION, 162.55 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 28 SECONDS EAST, 1411.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 48 MINUTES 11 SECONDS WEST, 1664.57 FEET TO THE CENTERLINE OF NORTH MILL CREEK; THENCE ALONG SAID CENTERLINE OF NORTH MILL CREEK TO A POINT 602.91 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13 AND 527.20 FEET EAST OF THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE DEPARTING SAID CENTERLINE, NORTH 00 DEGREES 07 MINUTES 33 SECONDS EAST, 602.91 FEET, TO THE NORTH LINE OF THE NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 48 MINUTES 00 SECONDS EAST ALONG SAID NORTH LINE 1664.77 FEET TO THE NORTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH 00 DEGREES 14 MINUTES 00 SECONDS WEST ALONG THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 89 DEGREES 22 MINUTES 55 SECONDS EAST, 100.02 FEET, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 11 MINUTES 28 SECONDS WEST, 1204.47 FEET TO THE POINT OF BEGINNING;
PARCEL 3:
THAT PART OF THE NORTHEAST QUARTER OF SECTION 13 TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN; AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 46 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE SOUTH 89 DEGREES 48 MINUTES 11 SECONDS WEST, 1540.12 FEET TO THE CENTERLINE OF NORTH MILL CREEK; THENCE NORTHERLY, NORTHEASTERLY AND NORTHWESTERLY ALONG THE CENTERLINE OF NORTH MILL CREEK TO A POINT 602.91 FEET NORTH OF NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13 AND 97.50 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE DEPARTING SAID CENTERLINE, SOUTH 89 DEGREES 48 MINUTES 11 SECONDS EAST, 1554.27 FEET, THENCE SOUTH 00 DEGREES 11 MINUTES 28 SECONDS WEST, 1411.20 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 12 MINUTES 58 SECONDS WEST, ALONG SAID SOUTH LINE, 1553.11 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE NORTH 00 DEGREES 27 MINUTES 08 SECONDS EAST, 7.85 FEET TO THE POINT OF BEGINNING.
The parcels being referred to as P.I.N.s 02-13-200-002, 02-13-200-003, 03-13-200-005, 03-13-200-001, and 03-18-100-002 (or portions thereof) all in Lake County, Illinois (the "Annexation Tract"). The Annexation Tract is located along the north right-of-way line of Illinois Route 173 and east of U.S. Route 45 and is sometimes identified as 19850, 19864, 19040, 19300 East Illinois Route 173, Antioch, Illinois.
The purposes of the public hearing is to consider enlarging the NEFPA SSA to provide services in the nature of sanitary sewer service to the Annexation Tract pursuant to Subsection 6.D of an "Ordinance Establishing the Northeast Lake FPA Special Service Area" (the "Establishing Ordinance"), newly annexed tracts or parcels shall be assessed their share of the Special Tax Rate, as defined in Section 6 of the Establishing Ordinance, and the addition of such newly annexed tracts or parcels to the NEFPA SSA shall increase the amount of SSA Taxes to be levied and extended against the Original SSA Territory (as defined in Section 6 of the Establishing Ordinance). The Annexation Tract will be subject to the payment of any annexation fee and other costs pursuant to Section [illegible] of the Establishing Ordinance.
All interested persons owning taxable property located within the NEFPA SSA affected by the proposed annexation of the Annexation Tract to the NEFPA SSA will be given an opportunity to be heard, and to file objections, regarding the annexation of such area to the NEFPA SSA, the NEFPA SSA's boundaries, as enlarged, and the taxes to be levied upon the Annexation Tract. Those persons wishing to be heard at the hearing may file [illegible] Administrator's Office, 18 N. County Street, Waukegan, Illinois 60085 (847-377-[illegible]) [illegible] such presentations. Those persons unable to attend the hearing may file [illegible] presentations with the County Clerk, 18 N. County Street, Waukegan, Illinois 60085, [illegible] of business on April 9, 2007 for entry upon the hearing minutes. The hearing may be adjourned by the Board to another date without further notice other than a motion to be entered upon the minutes of said meeting fixing the time and place of its adjournment.
Unless signed by at least 51% of the electors residing within the NEFPA SSA and by at least 51% of the owners of record of the land included within the boundaries of the NEFPA SSA or by at least 51% of the electors residing within the Annexation Tract and by at least 51% of the owners of record of the land included within the boundaries of the Annexation Tract with the County Clerk within 90 days following the final adjournment of the public hearing relating to the enlargement of the NEFPA SSA by the annexation of the Annexation Tract, then no such enlargement of the NEFPA SSA shall occur.
Dated this 23rd day of April, 2007.
[illegible]
County Clerk
Lake County, Illinois
[illegible]

PUBLICATION DATE(S): 03-23-07 TO _____.

1 DAY(S)

Daily Papers

☐ The Beacon News ☐ The Courier News

☐ The Herald News ☒ The News Sun

☐ The Naperville Sun

Weekly Papers

☐ Batavia Sun
☐ Bolingbrook Sun
☐ Downers Grove Sun
☐ Fox Valley Villages Sun
☐ Geneva Sun
☐ Glen Ellyn Sun
☐ Homer Township/Lockport/Lemont Sun
☐ Lincoln Way Sun
☐ Lisle Sun
☐ Plainfield Sun
☐ St. Charles Sun
☐ Wheaton Sun

RECEIVED
MAR 27 2007
LAKE COUNTY
PUBLIC WORKS

IN WITNESS WHEREOF, the undersigned, being duly authorized, has caused this Certificate to be signed and its official seal affixed at Glenview, Illinois

By

John G. Bieschke
Legal Advertising Manager (Official Title)

Subscribed and sworn to before me this 23rd Day of March A.D. 2007

Bertha G Beasley
Notary Public

AC/6000 26117
253.10

OFFICIAL SEAL
BERTHA G BEASLEY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/22/10

REVIEW COPY

EXHIBIT C

AFFIDAVIT OF MAILING OF NOTICE

County of Lake)
)SS.
State of Illinois)

Affidavit of Mailed Notice

The undersigned, Philip M. Perna, being first duly sworn; on oath states that he did cause the attached notice to be served upon the following persons at the following addresses:

Dale A. Pedersen
19472 W. Pedersen Dr. S
Antioch, IL 60002-9542

Dean A. Pedersen
R2 B205B
Antioch, IL 60002

Lloyd A. Pedersen
720 Bowles Road
Antioch, IL 60002-2832

Alfred Pedersen Trust Agreement
19488 W. Highway 173
Antioch, IL 60002

Alfred P. Pedersen
720 Bowles Road
Antioch, IL 60002

Alfred P. Pedersen
1232 Bowles Road
Antioch, IL 60002

By depositing the same in the U.S. Mail, with proper postage prepaid, on the 20th day of March, 2007.

Philip M. Perna

SUBSCRIBED AND SWORN TO
BEFORE ME THIS 22ND DAY
OF June, 2007.

Victoria L. Ostrander
Notary Public

"OFFICIAL SEAL"
VICTORIA L. OSTRANDER
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 10/01/2009

EXHIBIT D

MAP OF THE NEFPA SSA AS ENLARGED

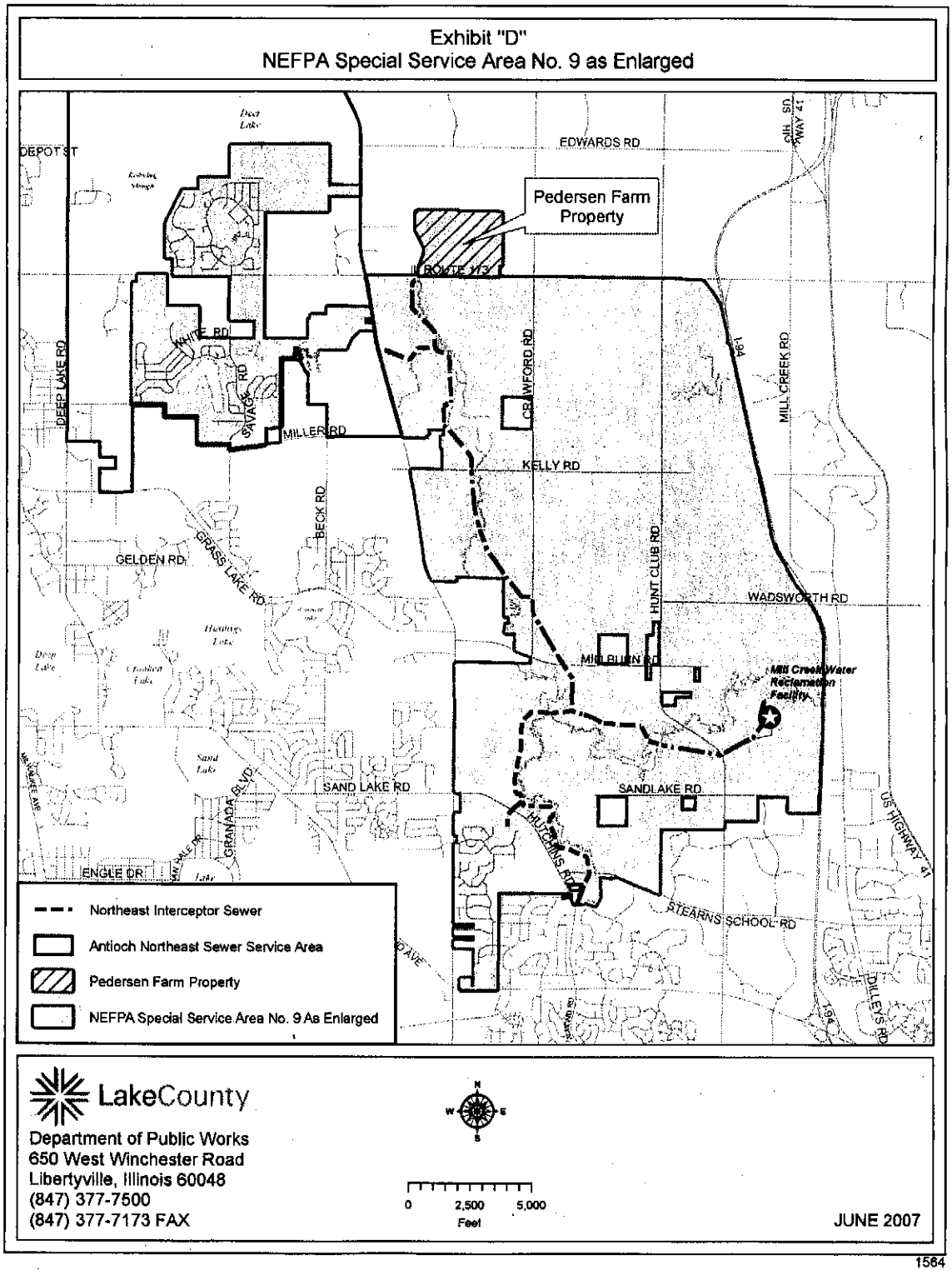


EXHIBIT E

LEGAL DESCRIPTION OF THE NEFPA SSA AS ENLARGED

PARCEL ONE

Beginning at the Southwest corner of Illinois Route 173 and Interstate 94 (commonly known as the Tri-State Tollway); thence west along the south right-of-way line of Illinois Route 173 to its intersection with U.S. Route 45; thence southeasterly along said Route 45 to the south line of the northwest quarter of Section 7, Township 45 North, Range 11 East of the third principal meridian; thence easterly to the westerly boundary of the Grandwood Park Unit #3 Subdivision in said northwest quarter of said Section 7; thence northerly along the westerly boundary of said Grandwood Park Unit #3 Subdivision to the northerly boundary of the Grandwood Park Unit #4 Subdivision in said Section 7; thence easterly along said northerly boundary of said Grandwood Park Unit #4 Subdivision to the east right-of-way line of Hutchins Road; thence southeasterly along said easterly right-of-way line to the northerly boundary of the Mill Creek Crossing Subdivision in said Section 7; thence generally easterly along the northerly boundary of said Mill Creek Crossing Subdivision to the east line of Said Section 7; thence north to the south line of the north half of Section 5, Township 45 north, Range 11 east of the third principal meridian; thence east to the westerly right-of-way line of the Tri-State Tollway; thence northerly along said westerly right-of-way line to the point of beginning; excepting therefrom the following areas:

(a) Beginning at the intersection of U.S. Route 45 and the north line of the Fagan Subdivision in the Southeast quarter of Section 24, Township 46 north, Range 10 east of the third principal meridian; thence easterly along the north line of said Fagan Subdivision to said Section 24 to the east line of said Section 24; thence south along said east line of Section 24 to the south line of Section 24; thence west along said south line of Section 24 to its intersection with U.S. Route 45; thence northerly along U.S. Route 45 to the point of beginning; excepting therefrom those parcels in said southeast quarter of Section 24 bearing permanent index numbers ("P.I.N.s") 02-24-402-001, 02-24-402-003, 02-24-402-006, and 02-24-402-013; and

(b) Beginning at the intersection of U.S. Route 45 and the north line of the south half of the south half of Section 25, Township 46 north, Range 10 east of the third principal meridian; thence east along said north line to the east line of said Section 25; thence south therefrom to the east line of Section 36, Township 46 north, Range 10 east; thence south

along said east line of Section 36 to the intersection of said line with the easterly right-of-way line of U.S. Route 45; thence northwesterly along said right-of-way line to the point of beginning; and

(c) Beginning at the southeast corner of the northwest quarter of Section 31, Township 46 north, Range 11 east of the third principal meridian; thence west to the west line of said northwest quarter of Section 31; thence north to the northerly line of that parcel in the southwest quarter of Section 30, Township 46 North, Range 11 east of the third principal meridian bearing P.I.N. 03-30-300-002; thence easterly along said northerly line of said parcel with P.I.N. 03-30-300-002 to the northerly line of the parcel in said southwest quarter of Section 30 bearing the P.I.N. 03-30-300-003; thence easterly along the north line of said parcel with P.I.N. 03-30-300-003 to the easterly right-of-way line of Crawford Road; thence south to the north line of the parcel bearing P.I.N. 03-31-100-003 in the aforementioned Section 31; thence west along the north line of said parcel with P.I.N. 03-31-100-003 to the westerly boundary of said parcel; thence southerly along the westerly boundary of said parcel with P.I.N. 03-31-100-003 to the south line of said parcel; thence easterly along the south line of said parcel with P.I.N. 03-31-100-003 to the easterly right-of-way of Crawford Road; thence south along Crawford Road to the point of beginning; and

(d) Beginning at the intersection of the centerline of Sand Lake Road and the west line of Section 6, Township 45 north, Range 11 east of the third principal meridian; thence east to the east line of the parcel bearing P.I.N. 07-06-300-008 in said Section 6; thence south along said east line of said parcel with P.I.N. 07-06-300-008 extended to the south line of the parcel bearing P.I.N. 07-06-300-009 in said Section 6; thence west along the south line of said parcel with P.I.N. 07-06-300-009 to the west line of said Section 6; thence north along said west line to the point of beginning; and

(e) The parcels bearing P.I.N.s 07-07-200-002 and 07-07-200-004 in the northeast quarter of Section 7, Township 45 north, Range 11 east of the third principal meridian; and

(f) The parcels in the southeast quarter of Section 32, Township 46 north, Range 11 east of the third principal meridian bearing P.I.N. 03-32-400-002, 03-32-400-004, and 03-32-400-006; and

(g) The parcels in the southwest quarter of Section 32, Township 46 north, Range 11 east of the third principal meridian bearing P.I.N. 03-32-300-003 and 03-32-300-006; and

(h) The parcels in the northwest quarter of Section 32, Township 46 north, Range 11 east of the third principal meridian bearing P.I.N. 03-32-100-002, 03-32-100-005, 03-32-100-006, 03-32-100-007, and 03-32-100-008; and

(i) The parcels in the southwest quarter of Section 19, Township 46 north, Range 11 east of the third principal meridian bearing P.I.N. 03-19-300-002 and 03-19-300-003; and

(j) The parcels in the northwest quarter of Section 19, Township 46 north, range 11 east of the third principal meridian bearing P.I.N. 03-19-100-010 and 03-19-100-011; and

(k) The parcel in the southeast quarter of Section 28, Township 46 North, Range 11 east of the third principal meridian bearing P.I.N. 03-28-400-003; and

(l) The parcel in the southwest quarter of Section 16, Township 46 north, Range 11 east of the third principal meridian bearing P.I.N. 03-16-300-009;

all in Lake County, Illinois.

PARCEL TWO

The south quarter of the northeast quarter of Section 12, Township 45 north, Range 10 east of the third principal meridian, all in Lake County, Illinois.

PARCEL THREE

That parcel in the southwest quarter of Section 7, Township 45 north, Range 11 east of the third principal meridian bearing P.I.N. 07-07-300-001, in Lake County, Illinois.

PARCEL FOUR

Those parcels in the northwest quarter of Section 8, Township 45 north, Range 11 east of the third principal meridian bearing P.I.N. 07-08-100-005 and 07-08-100-012, in Lake County, Illinois.

PARCEL FIVE

The north half of the southeast quarter of Section 5, Township 45 north, Range 11 east of the third principal meridian, (excepting therefrom the parcel bearing P.I.N. 07-05-400-001), and that parcel in the south half of the southwest quarter of said Section 5 bearing P.I.N. 07-05-300-005, all in Lake County, Illinois.

PARCEL SIX

The north 980.5 feet of the northwest quarter of the southwest quarter of Section 4, Township 45 north, Range 11 east of the third principal meridian in Lake County, Illinois.

PARCEL SEVEN

The north 40 rods of the northwest quarter of the southeast quarter of Section 4, Township 45 north, Range 11 east of the third principal meridian, lying west of the Tri-State Tollway, in Lake County, Illinois.

PARCEL EIGHT

That part of Sections 13, 14, 23 and 24, Township 46 North, Range 10, East of the Third Principal Meridian, described as follows, to wit: commencing at the North West corner of the NW 1/4 of said Section 24; thence South along the West line of said Section 24 to a point in the South line of the North 5 chains of the said Quarter Section, said point being the place of beginning; thence East parallel to the

North line of the NW 1/4 of said Section 24, 760.03 feet; thence North Easterly, 417.86 feet, more or less, to a point which is 916.23 feet East and 57.37 feet North of the South West corner of said Section 13; thence North Easterly, 560 feet, more or less, to a point in the East line of the SW 1/4 of the SW 1/4 of said Section 13, 438.04 feet North of the South line of the SW 1/4 of said Section 13; thence East, parallel to the South line of the SW 1/4 of the SW 1/4 of said Section 13, 627.57 feet, more or less, to the center line of U.S. Route No. 45; thence North Westerly along the center line of said Route 45, 229.0 feet, more or less, to a point, 664.16 feet North of the South line of the SE 1/4 of the SW 1/4 of said Section 13, measured parallel to the West line of said Quarter Quarter Section; thence West, parallel to the South line of the SW 1/4 of said Section 13, 380.0 feet, more of less, to a point 211.27 feet East of the West Line of the SE 1/4 of the SW 1/4 of said Section 13; thence North, parallel to the West line of said Quarter Quarter Section, 279.42 feet; thence East parallel to the South line of the SW 1/4 of said Section 13, 335.16 feet, more or less, to the center line of U.S. Route 45; thence North Westerly along the center line of said Route 45, 384.7 feet, more or less, to the North line of the S ½ of the SW 1/4 of said Section 13; thence West along the North line of the S ½ of the SW 1/4 of said Section 13, 1,808 feet, more or less, to the West line of said Section 13; thence South along the West line of said Section 13, 330.0 feet; thence West, parallel to the North line of said Section 14, 664.6 feet, more or less, to the West line of the E ½ of the SE 1/4 of the SE 1/4 of said Section 14; thence South along the West line of the E ½ of said Quarter Quarter Section, 150.0 feet; thence West, parallel to the North line of the S ½ of the SE 1/4 of said Section 14, 100.0 feet; thence South, parallel to the West line of the E ½ of the SE 1/4 of the SE 1/4 of said Section 14, 843.5 feet; more or less, to the South line of said Section 14; thence South, parallel to and 100.0 feet West of the West line of the E ½ of the NE 1/4 of the NE 1/4 of said Section 23, 630.0 feet; thence East, parallel to the North parallel line of the NE 1/4 of said Section 23, 300.0 feet; thence North, parallel to the East line of the NE 1/4 of said Section 23, 200.0 feet; thence North Easterly to a point in a line drawn parallel to the North line of the NE 1/4 of said Section 23, and 330 feet South therefrom which is 300 feet East of the West line of the E ½ of the NE 1/4 of the NE 1/4 of Section 23; thence East, parallel to the North line of the NE 1/4 of Section 23, 364.4 feet, more or less, to the point of beginning, in Lake County, Illinois.

PARCEL NINE

That parcel in the northeast quarter of Section 23, Township 46 north, Range 10 east of the third principal meridian bearing P.I.N. 02-23-200-003, in Lake County, Illinois.

PARCEL TEN

The West half of the South East Quarter of Section 15, Township 46 North, Range 10, East of the Third Principal Meridian, (except the West 12 rods of the North 20 rods thereof), also the South East quarter of the South East Quarter of Section 15, Township 46 North, Range 10, East of the Third Principal Meridian, also the North East Quarter of Section 22, Township 46 North, Range 10, East of the Third Principal Meridian, (except that part of the West half of the North East Quarter lying Southerly of the Southerly line of White Road), also the North 15 acres of the East half of the South East Quarter of Section 22, Township 46 North, Range 10, East of the Third Principal Meridian, also part of the East Half of Section 23, Township 46 North, Range 10, East of the Third Principal Meridian, described as follows: Beginning at the South West corner of the South East Quarter of said Section; thence North 89 degrees 53 minutes 40 seconds East on the Southerly line of said Section, a distance of 45 rods (747.36 feet measured) to the East line of the West 45 rods of said South East Quarter as staked and occupied; thence North 0 degrees 08 minutes 11 seconds East on said East line of the West 45 rods, a distance of 274-2/7 rods (4549.59 feet measured); thence South 89 degrees 57 minutes 24 seconds East, a distance of 54-1/5 rods (808.1 feet measured) to the water's edge of a lake designated Pollack Lake thence Northerly along said water's edge to a point 20 rods South of the North line of said Section; thence North 89 degrees 57 minutes 24 seconds West, a distance of 14-1/5 rods (151.2 feet measured); thence North 0 degrees 08 minutes 58 seconds East, a distance of 20 rods (330.00 feet measured) to the North line of said Section; thence North 89 degrees 57 minutes 24 seconds West, a distance of 80 rods (1329.02 feet measured) to the North West corner of the North East Quarter of said Section 23; thence South 0 degrees 08 minutes 58 seconds West on the West line of the East Half of said Section 23, a distance of 320 rods (5291.90 feet measured) to the point of beginning, [except therefrom that part lying Southerly of Miller Road, and except that part described as follows: Beginning at the intersection of the center line of Miller Road and the East line of the West 45 rods, as staked and occupied, of the South East Quarter of said Section 23; thence South 81 degrees 05 minutes 44 seconds West along the center line of Miller Road, a distance of 660 feet (660.07 feet measured); thence North 0 degrees 10 minutes 01 seconds East, a distance of 694.28 feet (694.64 feet measured); thence South 89 degrees 54 minutes 19 seconds East, a distance of 325.89 feet (326.02 feet measured); thence North 0 degrees 10 minutes 51 seconds East, a distance of 50.78 feet to a point 694.28 feet North of the center line of Miller road; thence South 89 degrees 54 minutes 19 seconds East, a distance of 325.89 feet (325.87 feet measured) to the East line of the West 45 rods, as staked and occupied, of the South East Quarter of said Section 23; thence South 0 degrees 07 minutes 40 seconds West, a distance of 642.37 feet (642.18 feet measured) to the point of beginning], also the North West Quarter of Section 23, Township 46 North, Range 10, East of

the Third Principal Meridian, also that part of the East half of the South West Quarter of Section 23, Township 46 North, Range 10, East of the Third Principal Meridian, lying North of Miller Road, also the West half of the South West Quarter of Section 23 (except the South 62 rods thereof), in Lake County Illinois.

PARCEL ELEVEN

That part of the west half of the northeast quarter of Section 22, Township 46 north, Range 10 east of the third principal meridian and lying south of White Road, in Lake County, Illinois.

PARCEL TWELVE

That parcel in the southwest quarter of Section 14, Township 46 north, Range 10 east of the third principal meridian bearing P.I.N. 02-14-300-002 and the east 300 feet of that parcel in said southwest quarter of Section 14 bearing P.I.N. 02-14-300-008, in Lake County, Illinois.

PARCEL THIRTEEN

The northwest quarter of Section 14, and the south half of the southwest quarter of Section 11, all in Township 46 north, Range 10 east of the third principal meridian, in Lake County, Illinois.

PARCEL FOURTEEN

That part of the South Half of the Southeast Quarter of Section 25, Township 46 North, Range 10 East of the 3rd P.M. lying Easterly of the center of the road, (except the South 12.3 chains thereof). Containing 13.1 acres, more or less, in Lake County, Illinois.

and

That part of the Southwest Quarter of Section 30, Township 46 North, Range 11 East of the 3rd P.M., described as follows, to-wit: Commencing at a point on the East line of the said Quarter Section which is 14.72 chains North of the Southeast

corner thereof; running thence West 47.40 chains to the West line of the said Quarter Section; thence North 5.28 chains; thence East 4 chains; thence North 1.17 chains; thence North 14□ East 3.95 chains; then East 42.35 chains to the East line of said Quarter Section; thence South 10.28 chains to the place of beginning. Containing 46.5 acres, more or less, in Lake County, Illinois.

PARCEL FIFTEEN

The east 1124.73 feet of the south 971.52 feet (as measured along the west line thereof) of the southwest quarter of Section 30 and the east 1124.73 feet of the north 636.0 feet (deed) measured 635.77 feet of the northwest quarter of Section 31, all in Township 46 North, Range 11 East of the Third Principal Meridian, in Lake County, Illinois.

PARCEL SIXTEEN

The east 662.22 feet of the south half of the northwest quarter of Section 31, Township 46 north, Range 11, east of the Third Principal Meridian, lying northerly of the center line of The Owner Road, as recorded as Document 502827, in Lake County, Illinois.

PARCEL SEVENTEEN

Lot 3 (except the westerly 10.0 feet) in Gustafson's first addition to Warren Township; being a subdivision of the north 988.35 feet of the west half of government lot 2 in the southwest quarter of section 7, township 45 north, range 11, east of the third principal meridian, according to the plat thereof, recorded September 24, 1957 as document 966167, in book 1572 of records page 503, in Lake County, Illinois;

and

Lot 5 (except the westerly 10.0 feet) in Gustafson's first addition to Warren Township; being a subdivision of the North 988.35 feet of the west half of government lot 2 in the southwest quarter of section 7, township 45 north, range 11, east of the third principal meridian, according to the plat thereof, recorded September 24, 1957 as document 966167, in book 1572 of records page 503, in Lake County, Illinois.

PARCEL EIGHTEEN

THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ (EXCEPT THE NORTH 500 FEET OF SAID ¼ ¼ SECTION) OF SECTION 10, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

THE EAST ½ OF THE NORTHEAST ¼, EXCEPT THE SOUTH 726.00 FEET OF THE WEST 300 FEET THEREOF, OF SECTION 15, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

and

EXCEPTING FROM THE ABOVE PARCELS 1 AND 2, WHEN TAKEN AS A TRACT, THAT PART DESCRIBED AS FOLLOWS: PART OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 15 AND PART OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 10, ALL IN TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE EAST ½ OF THE NORTHEAST ¼ OF SAID SECTION 15, (ALSO BEING THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 10); THENCE NORTH ALONG THE WEST LINE OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 10 TO THE SOUTHWEST CORNER OF THE NORTH 500 FEET OF SAID SOUTHEAST ¼ OF THE SOUTHEAST ¼; THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 500 FEET OF SAID SOUTHEAST ¼ OF THE SOUTHEAST ¼ 660 FEET TO A POINT; THENCE SOUTHWESTERLY TO A POINT ON THE WEST LINE OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 15, BEING THE SOUTHEAST CORNER OF THE NORTH 500 FEET OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 15; THENCE NORTH ALONG THE WEST LINE OF SAID EAST ½ OF THE NORTHEAST ¼ OF SECTION 15 TO SAID POINT OF BEGINNING, MORE OR LESS, IN LAKE COUNTY, ILLINOIS.

PARCEL NINETEEN

LEGAL DESCRIPTION OF GALT PROPERTY
140.5 ACRES, MORE OR LESS

PARCEL 1:

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5,

TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN LAKE COUNTY, ILLINOIS.

PARCEL 3:

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART LYING WEST OF A LINE DRAWN FROM A POINT 678.00 FEET, MEASURED ALONG THE NORTH LINE THEREOF, TO A POINT THAT IS THE NORTHWEST CORNER OF LAND CONVEYED TO THE COUNTY OF LAKE FOR STEARNS SCHOOL ROAD BY DOCUMENT 2143414, AND AS SHOWN ON THE PLAT OF STEARNS SCHOOL ROAD RECORDED AS DOCUMENT 2331857, IN LAKE COUNTY, ILLINOIS.

PARCEL 4:

THE WEST 5.7 CHAINS (376.2 FEET) OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 45 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART LYING SOUTHERLY OF THE CENTERLINE OF STEARNS SCHOOL ROAD, IN LAKE COUNTY, ILLINOIS.

PARCEL 5:

THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE WEST 5.7 CHAINS (376.2 FEET) THEREOF; AND EXCEPT THAT PART LYING SOUTHERLY OF THE CENTERLINE OF STEARNS SCHOOL ROAD, IN LAKE COUNTY, ILLINOIS.

PARCEL 6:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN,

EXCEPT THAT PART LYING WEST OF A LINE DRAWN FROM A POINT 754.4 FEET, MEASURED ALONG THE NORTH LINE THEREOF, TO A POINT THAT IS THE NORTHWEST CORNER OF LAND CONVEYED TO THE COUNTY OF LAKE FOR STEARNS SCHOOL ROAD BY DOCUMENT 2143414, AND AS SHOWN ON THE PLAT OF STEARNS SCHOOL ROAD RECORDED AS DOCUMENT 2331857; AND EXCEPT THAT PART CONVEYED TO THE COUNTY OF LAKE FOR STEARNS SCHOOL ROAD BY DOCUMENT 2143414, AFORESAID, AND EXCEPT THAT PART LYING SOUTHERLY OF THE CENTERLINE OF STEARNS SCHOOL ROAD, IN LAKE COUNTY, ILLNOIS.

PARCEL TWENTY

WHITE TOWER FARM
LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 11 AND THE SOUTHWEST QUARTER OF SECTION 12, BOTH IN TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SAID SOUTHEAST QUARTER OF SECTION 11; THENCE SOUTH 89 DEGREES 55 MINUTES 46 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2,650.81 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 15 MINUTES 24 SECONDS EAST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1673.76 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 36 SECONDS EAST A DISTANCE OF 317.52 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 47 SECONDS EAST A DISTANCE OF 471.15 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 13 SECONDS EAST A DISTANCE OF 647.93 FEET; THENCE NORTH 20 DEGREES 07 MINUTES 25 SECONDS EAST A DISTANCE OF 543.38 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 49 MINUTES 38 SECONDS EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1,499.12 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 00 DEGREES 13 MINUTES 25 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1,647.15 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 26 SECONDS EAST A DISTANCE OF 1,297.88 FEET TO THE WESTERLY RIGHT-OF- WAY LINE OF ILLINOIS ROUTE 45 ACCORDING TO INSTRUMENT NUMBER 355983 RECORDED IN LAKE COUNTY; THENCE SOUTH 00 DEGREES 09 MINUTES 35 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY OF ILLINOIS ROUTE 45, A DISTANCE OF 329.92 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 12 SECONDS WEST A DISTANCE OF 1,298.25 FEET TO A POINT ON THE EAST LINE OF THE AFORESAID SOUTHEAST QUARTER OF SECTION

11; THENCE SOUTH 00 DEGREES 13 MINUTES 25 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 675.01 FEET TO THE POINT OF BEGINNING, CONTAINING 155.2926 ACRES, MORE OR LESS, AND LYING IN LAKE COUNTY, ILLINOIS.

PARCEL TWENTY-ONE

PEDERSON PROPERTY

LEGAL DESCRIPTION

PARCEL 1:

GOVERNMENT LOT 2 IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 46 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 500.00 FEET OF THE EAST 100.00 FEET THEREOF, AND ALSO EXCEPT THE WEST 161.58 FEET THEREOF) DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 18, THENCE SOUTH 89 DEGREES, 12 MINUTES 56 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER SECTION, 162.55 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 11 MINUTES 28 SECONDS EAST, 2615.67 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER SECTION; THENCE SOUTH 89 DEGREES 22 MINUTES 55 SECONDS EAST ALONG SAID NORTH LINE, 1633.07 FEET TO THE NORTHEAST CORNER OF GOVERNMENT LOT 2; THENCE SOUTH 00 DEGREES 11 MINUTES 28 SECONDS WEST, A DISTANCE OF 2120.38 FEET, TO THE NORTH LINE OF SAID SOUTH 500.00 FEET; THENCE NORTH 89 DEGREES 12 MINUTES 56 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTH 500.00 FEET, 100.01 FEET TO THE WEST LINE OF SAID EAST 100.00 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 28 SECONDS WEST ALONG THE WEST LINE OF SAID EAST 100.00 FEET, 500.03 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 12 MINUTES 56 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER SECTION, 1533.11 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 46 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT

THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 89 DEGREES 12 MINUTES 56 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER SECTION, 162.55 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 28 SECONDS EAST, 1411.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 48 MINUTES 11 SECONDS WEST, 1584.57 FEET TO THE CENTERLINE OF NORTH MILL CREEK; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF NORTH MILL CREEK TO A POINT 802.61 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13 AND 327.20 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE DEPARTING SAID CENTERLINE, NORTH 00 DEGREES 07 MINUTES 33 SECONDS EAST, 802.61 FEET, TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 45 MINUTES 00 SECONDS EAST ALONG SAID NORTH LINE 1654.77 FEET TO THE NORTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH 00 DEGREES 14 MINUTES 00 SECONDS WEST 45.94 FEET TO THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 89 DEGREES 22 MINUTES 55 SECONDS EAST, 160.62 FEET, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 11 MINUTES 28 SECONDS WEST, 1204.47 FEET TO THE POINT OF BEGINNING;

PARCEL 3:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 13 TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 46 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 13, THENCE NORTH 89 DEGREES 48 MINUTES 11 SECONDS WEST, 1540.12 FEET TO THE CENTERLINE OF NORTH MILL CREEK; THENCE NORTHERLY, NORTHEASTERLY AND NORTHWESTERLY ALONG THE CENTERLINE OF NORTH MILL CREEK TO A POINT 74.38 FEET NORTH OF NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13 AND 97.50 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE DEPARTING SAID CENTERLINE, SOUTH 89 DEGREES 48 MINUTES 11 SECONDS EAST, 1584.57 FEET, THENCE SOUTH 00 DEGREES 11 MINUTES 28 SECONDS WEST 1411.20 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 12 MINUTES 56 SECONDS WEST, ALONG SAID SOUTH LINE, 162.55 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE NORTH 00 DEGREES 27 MINUTES 09 SECONDS EAST, 7.85 FEET TO THE POINT OF BEGINNING.

EXHIBIT F

ANNEXATION AGREEMENT

**This instrument was prepared by,
and following recording should
be returned to:
Victor P. Filippini, Jr.
Holland & Knight
131 S. Dearborn, 30th Floor
Chicago IL 60603**

AGREEMENT TO ANNEX THE PEDERSEN ANNEXATION TRACT TO THE NEFPA SSA

THIS AGREEMENT, made and entered into this _____ day of _____, 2007, by and among the **COUNTY OF LAKE**, an Illinois body corporate and politic, organized and existing under the Counties Code, 55 ILCS 5/1-1001 et seq. (the "***County***") located in Lake County, Illinois, and **ALFRED P. PEDERSEN, JR., DEAN A. PEDERSEN, DALE A. PEDERSEN, LLOYD A PEDERSEN, and ALFRED P. PEDERSEN, as Trustee under the Alfred P. Pedersen Trust Agreement dated January 12, 1995** (collectively referred to as the "***Owner***"), and ;

W I T N E S S E T H:

A. The County Board of Lake County, State of Illinois (the "***County Board***"), has created the Northeast Lake Facilities Planning Area Special Service Area (the "***NEFPA SSA***") to provide special sanitary sewerage services pursuant to Section 7(6) of Article VII of the Illinois Constitution of 1970; Section 5-15010 of the Counties Code, 55 ILCS 5/1-1001 et seq.; the provisions of 35 ILCS 200/27-5 et seq. (the "***Special Service Area Act***"); and the Lake County Ordinance approved on December 2, 1994, entitled "An Ordinance Establishing the Northeast Lake FPA Special Service Area" (the "***Establishing Ordinance***").

B. The Owner is the record and/or beneficial owner of real property legally described in Exhibit B attached hereto (the "***Subject Property***").

C. The Subject Property consists of approximately 199 acres and lies within the Village of Antioch. The corporate authorities in such Village did consent to the annexation of the

Annexation Tract into the NEFPA SSA pursuant to Village of Antioch Resolution No. 07-05 adopted on 5 February 2007. The Subject Property is contiguous to the territory of the NEFPA SSA.

D. Owner plans to develop the Subject Property as an industrial park with associated offices uses and without any residential units (the "***Industrial Development***"), which Industrial Development will require a maximum capacity of 1,000 Population Equivalents ("***P.E.***") for sanitary sewage disposal on the Subject Property. The Village of Antioch and the Owner contemplate that the Industrial Development will be governed by a planned unit development and intend to enter into an agreement relating thereto (the "***Antioch PUD Agreement***").

E. The Owner, pursuant to a written request, has requested that the Subject Property be annexed to the NEFPA SSA in order to receive sanitary sewer service for the Industrial Development from the Northeast Sewerage System, being the system of interceptor sewers and related facilities lying east of Route 45 and the treatment plant constructed in accordance with the terms of the Establishing Ordinance.

F. In response to the Owner's request, the County Board did adopt on 13 March 2007 "An Ordinance Proposing the Enlargement of the Northeast Lake FPA Special Service Area and Providing for a Public Hearing and Other Procedures in Connection Therewith (Pedersen Property)" (the "***Proposing Ordinance***").

G. Pursuant to the Proposing Ordinance, the County published notice and held a public hearing to consider the enlargement of the NEFPA SSA and the annexation of the Subject Property to the NEFPA SSA, which public hearing was both commenced and concluded on 10 April 2007, in all respects conforming to law, pursuant to proper notice thereof duly published and mailed as required under the Special Service Area Act.

H. Subject to the terms and limitations of this Agreement, the County Board has determined that sufficient capacity is expected to be available in the Northeast Sewerage

System to serve the Industrial Development on the Subject Property in addition to all other actual and programmed flows within the NEFPA SSA.

NOW, THEREFORE, for and in consideration of the mutual covenants herein made and pursuant to the provisions of the SSA Tax Law and the Establishing Ordinance, the parties hereby agree as follows:

SECTION ONE: Recitals. The foregoing recitals are incorporated into this Agreement as substantive provisions hereof.

SECTION TWO: Annexation; Conditions Precedent; Annexation Fees and Costs.

A. Annexation. Subject to the conditions and limitations of this Agreement, the Subject Property shall be annexed to, and hereafter be a part of, the NEFPA SSA. Concurrently with the County's approval of this Agreement, the County Board agrees to pass "An Ordinance Enlarging the Northeast Lake FPA Special Service Area (Pedersen Property)" (the "***Enlarging Ordinance***"). The Enlarging Ordinance provides for the annexation of the Subject Property into the NEFPA SSA, subject to the terms of this Agreement. This Agreement sets forth the conditions, restrictions, and provisions under which the Subject Property may connect to the Northeast Sewerage System.

B. Payment of Annexation Fees. Within 45 days after the adoption of the Enlarging Ordinance (the "***Payment Date***"), the Owner shall pay, or cause to be paid, to the County the annexation fee prescribed by Section 11.A of the Establishing Ordinance and this Section (the "***Initial Annexation Fee***"). For purposes of calculating the Initial Annexation Fee only for the Subject Property, the Owner and the County agree that:

1. The Standard Connection Fee currently in effect for the Northeast Sewerage System shall be $1,685.71 per P.E., or $5,900.00 per Residential Customer Equivalent ("***R.C.E.***");

2. The Annexation Fee for the Subject Property shall be 10% of the Standard Connection Fee, or $168.57 per P.E., or $590.00 per R.C.E.;

3. The projected flow for Subject Property is 1,000 P.E., or 286 R.C.E. (the "***Subject Property Flow***"); and

4. The Initial Annexation Fee shall be $168,740.00.

In light of the Easement Credit (as defined in Subsection 4.A.3.c of this Agreement), the net amount due on the Payment Date under this Agreement from the Owner shall be $112,740.00.

C. Payment of Costs. In addition to the Initial Annexation Fee, the Owner and the Owner shall pay, or cause to be paid, to the County all costs and expenses incurred in connection with or arising from the annexation of the Subject Property to the NEFPA SSA, including publication, recording, administration, legal, and engineering costs (the "***Costs***"). Such Costs shall be paid within 30 days after the County notifies the Owner and the Owner of the amount of any such Costs and delivers an invoice therefor to the Owner and the Owner.

D. SSA Taxes. The Owner's payment of the Initial Annexation Fee and Costs shall be in lieu of paying any SSA Taxes pursuant to the Establishing Ordinance.

E. Sewer Connection Rights. The Owner and the Owner shall have no right to connect to the Northeast Sewerage System, except and to the extent allowed under Section 3 of this Agreement.

F. Termination of Annexation Agreement. In the event the Owner does not pay the Initial Annexation Fee and Costs to the County within the time prescribed in this Section, then, in the discretion of the County, this Agreement shall be terminated and shall have no further force or effect. Upon such termination, the County Board shall have the right to pass an ordinance repealing the Enlarging Ordinance without further notice.

SECTION THREE: Connection to the Northeast Sewerage System.

A. In General. Unless and until the annexation of the Subject Property becomes effective, neither the Owner nor any Customer (as defined in the Establishing Ordinance) on the Subject Property shall have the right to connect to the Northeast Sewerage System. In addition, neither the Owner nor any Customer on the Subject Property shall have the right to connect to

the Northeast Sewerage System, except as provided in this Section and in compliance with Section 4 of this Agreement.

B. Permitted Sewage Flows. Except as may be permitted in accordance with Section 3.F of this Agreement, and subject to the other terms and provisions of this Section, the Owner (including all Customers on the Subject Property) shall not be permitted to deliver sewage to the Northeast Sewerage System in excess of the Subject Property Flow or for any use except those permitted as part of the Industrial Development.

C. Payment of Connection Fees. Prior to the connection of any Customer on the Subject Property (or any portion thereof) to the Northeast Sewerage System, such Customer shall pay to the County the Standard Connection Fee for the Northeast Sewerage System (as defined in Section 10.A of the Establishing Ordinance) that is in effect at the time of such connection. Such connection fee shall be in addition to the Initial Annexation Fee and Costs that the Owner is required to pay pursuant to Section 2 of this Agreement. No Customer on the Subject Property shall be permitted to connect to the Northeast Sewerage System until the connection fee therefor, as well as the payments due pursuant to Section 2 of this Agreement, have been paid in full to the County.

D. Time for Connection. No Customer on the Subject Property may connect to the Northeast Sewerage System unless and until: (1) the Northeast Sewerage System has sufficient capacity to serve such Customer; and (2) the Customer has satisfied all other conditions for connection to the Northeast Sewerage System. Such connection (including the design, construction, and installation of all intermediate sanitary sewers and facilities required to reach the County-owned interceptor sewers of the Northeast Sewerage System and the granting of all necessary easements) to the Northeast Sewerage System shall be at the Customer's sole cost and expense, and in accordance with the provisions of this Agreement and any and all County ordinances (including the Establishing Ordinance) and other laws, statutes, and regulations

applicable thereto, and with such specifications as may be approved by the County Department of Public Works.

E. Terms and Conditions of Connection. Any Customer on the Subject Property connecting to the Northeast Sewerage System shall be bound by the terms and provisions of this Agreement and the Establishing Ordinance, as well as all other applicable rules, regulations, and ordinances of the County and any other applicable federal, state, or local rules, regulations, or laws. In addition to the connection fee herein provided, such Customers shall pay any and all usual and customary user charges and service charges (including any minimal periodic charges) for sewerage service, as such charges may from time-to-time be established by the County. Such charges shall commence as of the date of connection of the Customer to the Northeast Sewerage System.

F. Additional Sewage Flows. The Owner (including all Customers on the Subject Property) shall be permitted to deliver sewage to the Northeast Sewerage System in addition to the Subject Property Flow, provided that:

1. The County Administrator determines in his sole discretion that there exists sufficient treatment plant and interceptor capacity available to serve the Customer at the time the Customer requests to deliver sewage in excess of the Subject Property Flow. In making such determination, the County Administrator shall account for the need to serve, when delivered, all current actual and programmed flows from the Original SSA Tracts and other Customers of the Northeast Sewerage System;

2. The Customer shall pay a connection fee in an amount equal to the Standard Connection Fee *plus* the amount of the per P.E. Initial Annexation Fee that the Customer would have been required to pay for such excess flows pursuant to Section 11 of the Establishing Ordinance had the excess flows been part of the original authorization for Subject Property upon being annexed to the NEFPA SSA; and

3. The Customer complies with all other terms, conditions, and limitations for connection as set forth in this Agreement, including the limitation that any additional sewage flow be limited to Industrial Development uses.

Notwithstanding the foregoing, in no event shall the total sewage flow from the Subject Property be permitted to exceed 1,050 P.E.; the Owner hereby acknowledges that this limitation is not a

recognition of any development rights relating to the Subject Property, but it is an independent limit on the rights of Customers on the Subject Property to obtain sewer service from the Northeast Sewerage System, subject to the terms and provisions of this Section 3.F.

G. Limitations on County Service.

The Owner acknowledges and agrees that sewer service to the Subject Property is subject to the availability of capacity in the Northeast Sewerage System to serve the Customers on the Subject Property, and that the County has no obligation to expand the capacity of the Northeast Sewerage System in order to serve any Customer on the Subject Property.

SECTION FOUR: Special Conditions on Connections to the Northeast Sewerage System.

A. Northeast Sewerage System Extension Requirements. The Parties acknowledge that the current terminus of the facilities of the Northeast Sewerage System does not extend to the Subject Property. Therefore, in order to serve, and as a condition of service to, the Subject Property, the Owner shall be required to undertake the dedications and improvements identified in Exhibit A attached hereto and more specifically described as follows:

1. Phase 1 Extension Requirements. Prior to the connection of any Customer in the Industrial Development on the Subject Property to the Northeast Sewerage System, the Owner shall do each of the following:

   a. Sewerage System Improvements. The Owner shall design, construct, install, and put into operation, pursuant to plans reviewed and approved by the County and in accordance with all required permitting, the sanitary sewer improvements described in this Subsection 4.A.1.a (the "***Phase 1 Sewerage Improvements***"). Upon completion, all such Phase 1 Sewerage Improvements and related facilities shall be conveyed to the County without cost or expense and become part of the

Northeast Sewerage System. The Phase 1 Sewerage Improvements shall include:

i. The extension of the Northeast Sewerage System's 30-inch regional sewer (the "***Regional Sewer***") that currently terminates on the south side of Illinois Route 173 from the existing manhole on the south side of Illinois Route 173 to a new 72-inch diameter manhole (the "***72-Inch Manhole***") to be constructed within the 30-Foot Easterly Easement (as defined below). Said extension of the Regional Sewer shall be designed and constructed at a minimum slope of 0.15%.

ii. A 21-inch sanitary sewer extension (the "***21-Inch Sewer***") within the 30-Foot Easterly Easement extending from the 72-Inch Manhole easterly approximately 800 feet in length, and terminating with a new manhole (the "***21-Inch Sewer Manhole***"). The 21-Inch Sewer shall be designed and constructed at a minimum slope of 0.25%.

iii. A 12-inch sanitary sewer extension (the "***12-Inch Sewer***") within the 30-Foot Easterly Easement extending from the 21-Inch Sewer Manhole easterly approximately 2,480 feet in length, and terminating with a new manhole (the "***12-Inch Sewer Manhole***") at the eastern boundary of the Subject Property. The 12-Inch Sewer shall be designed and constructed at a minimum slope of 0.45%. The invert of the 12-Inch Sewer Manhole shall be 760.00.

iv. All necessary and appurtenant facilities necessary or useful for the operation of the extension of the Regional Sewer, the 72-Inch manhole, the 21-Inch Sewer, the 21-Inch Sewer Manhole, the 12-Inch Sewer, or the 12-Inch Sewer Manhole.

b. Easements. The Owner shall undertake the following with respect to easements:

i. grant to the County, pursuant to terms reasonably acceptable to the County, a 30-foot wide easement (the "***30-Foot Easterly Easement***") exclusively for sanitary sewer and public water use extending along the Illinois Route 173 frontage of the Subject Property (following all required right-of-way dedications for the improvement of Illinois Route 173) from the 72-Inch Manhole to the eastern boundary of the Subject Property. The 30-Foot Easterly Easement shall be for the benefit of both the County and the Village of Antioch, and, except as provided in Subsection 4.A.3.c, it shall be granted without cost or expense to the County.

ii. grant to the County a 20-foot wide easement (the "***20-Foot Northerly Easement***") from Illinois Route 173 to the northern boundary of the Subject Property along the alignment identified in Exhibit A, and subject to the terms of Subsection 4.A.2.b of this Agreement. The 20-Foot Northerly Easement shall be for the benefit of both the County and the Village of Antioch and, except as provided in Subsection 4.A.3.c, the 20-Foot Northerly Easement shall be granted without cost or expense to the County.

2. Phase 2 Extension Requirements. Prior to the connection of any Customer in Phase 2 or Phase 3 (as defined in the Antioch PUD Agreement) of the Industrial Development on the Subject Property to the Northeast Sewerage System, the Owner shall do each of the following:

a. Sewerage System Improvements. The Owner shall design, construct, install, and put into operation, pursuant to plans reviewed and approved by the County and in accordance with all required permitting, the sanitary sewer improvements described in this Subsection 4.A.2.a (the "***Phase 2 Sewerage Improvements***"). Upon completion, all such Phase 2 Sewerage Improvements and related facilities shall be conveyed to the County without cost or expense and become part of the Northeast Sewerage System. The Phase 2 Sewerage Improvements shall include:

i. A 12-inch sanitary sewer extension (the "***12-Inch Northerly Sewer***") from the Northeast Sewerage System's sewer to be constructed within the 30-Foot Easterly Easement and extending northerly approximately 2,340 feet in length, and terminating with a new manhole (the "***12-Inch Northerly Sewer Manhole***") at the northern boundary of the Subject Property. The 12-Inch Northerly Sewer shall be designed and constructed at a minimum slope of 0.30%. The invert of the 12-Inch Northerly Sewer Manhole shall be 750.00.

ii. All necessary and appurtenant facilities necessary or useful for the operation of the 12-Inch Northerly Sewer or the 12-Inch Northerly Sewer Manhole.

b. Easement Adjustments. The Owner agrees that, to the extent that adjustments are required to the alignment of the 20-Foot Northerly Easement (as granted pursuant to Subsection 4.A.1.b.ii) based on the approved final engineering plans for the Phase 2 Sewerage Improvements, the location of the 20-Foot Northerly Easement shall be modified to conform with the final engineering plans for the 12-inch Northerly Sewer. The Owner shall make any such modifications without cost or expense to the County.

3. Additional Provisions Regarding the Northeast Sewerage System Extension. The following additional conditions and provisions shall apply with respect to the extension of the Northeast Sewerage System to serve the Industrial Development on the Subject Property and the authorization of connections by Customers within such Industrial Development:

a. Construction Standards; Security. The design and construction standards for the Phase 1 Sewerage Improvements and the Phase 2 Sewerage Improvements shall conform to all County ordinances, standards, rules, and regulations. In addition, prior to or contemporaneously with the earlier of (i) approval of the initial plat of subdivision of the Subject Property, or (ii) the issuance of an IEPA permit approval, the Owner shall provide to the County a letter of credit or performance bond in the amount of 130% of the estimated construction costs for the Phase 1 Sewerage Improvements. Furthermore, prior to or contemporaneously with the earlier of (i) approval of any plat of subdivision of the Subject Property relating to Phase 2 of the Industrial Development as set forth in the Antioch PUD Agreement, or (ii) the issuance of an IEPA permit approval for any Phase 2 Sewerage Improvements, the Owner shall provide to the County a letter of credit or performance bond in the amount of 130% of the estimated construction costs for the Phase 2 Sewerage Improvements. Any letter of credit or performance bond provided to the County under this Subsection shall be subject to the County's reasonable approval with respect to its form, substance, amount, and issuer.

b. No Recapture. The Owner shall not be entitled to any recapture payments from the County (or from any Customer from areas outside the Village of Antioch)

resulting from the connection by others to the Phase I Sewerage Improvements or the Phase 2 Sewerage Improvements.

c. Easement Credits. Notwithstanding any other provisions in this Agreement to the contrary, the parties recognize that the various easements to be granted to the County under this Agreement by the Owner have value for which compensation should be paid. Based on the easement value of $10.00 per lineal foot as set forth in the Establishing Ordinance, the parties have agreed that, in full and final compensation for the easements to be granted in this Section 4 (including any modifications to easements as herein provided), the County shall grant the Owner a credit to be applied against the Initial Annexation Fee in the amount of $56,000.00 (the "***Easement Credit***").

B. Requirements for the Industrial Development. No Customer on the Subject Property shall be permitted to connection to the Northeast Sewerage System (including any enlargement thereof as a result of the Phase 1 Sewerage Improvements or the Phase 2 Sewerage Improvements) unless the Customer satisfies the following requirements for Industrial Development on the Subject Property:

1. Use. The Customer shall operate a non-residential use allowable under the M-1 Limited Manufacturing District of the Village of Antioch (whether by right or by special use permit) and the approvals granted pursuant to the Antioch PUD Agreement.

2. Rt. 173 Buffering. For Customer facilities located on parcels immediately adjacent to Illinois Route 173, landscaped buffers shall be provided in accordance with Exhibit C attached hereto, and no exterior truck docks, trailer parking, or outdoor storage shall face towards Illinois Route 173. Truck docks and trailer parking can be located along Route 173 if oriented in an east-west direction and located no closer than one hundred feet (100') north of the Route 173 right-of-way line. Any truck docks or trailer parking

located within one hundred fifty feet (150') of the Route 173 right-of-way line must be screened with a "wing-wall" or twelve (12) additional evergreen trees. Wing-walls shall be ten feet (10') tall and constructed of the same material and include the same elements as the primary structure. The aforementioned twelve (12) trees shall be in addition to the trees required as part of the landscaped buffers in Exhibit C.

3. Route 173 Setbacks and Design Standards. For Customer facilities located on parcels immediately adjacent to Illinois Route 173, no building shall be located closer to the Illinois Route 173 right-of-way (following all required right-of-way dedications for the improvement of Illinois Route 173) than 66'; no parking areas for such facilities shall be located closer that 56' to said Illinois Route 173 right-of-way. In addition, any building wall that is adjacent and parallel to Route 173 shall be limited to not more than 600' in length. Furthermore, in order to add architectural interest, any such wall which exceeds 150' in length shall incorporate minimum 3' offsets every 80'.

4. Setback and Buffer Standards for Customers Adjacent to Residential Parcels. For Customer facilities on the Subject Property located on parcels immediately adjacent to properties zoned for or developed for residential uses, the following standards shall be satisfied:

   a. Building Setback. Buildings shall be setback 30' from the property line abutting residential property; provided, however, that, to the extent such building exceeds 30 feet in height, such setback shall be increased by one foot (1') for each foot of building height in excess of 30 feet. For purposes of this provision, building height is measured from top of finished floor to top of exterior wall panel.

   b. Residential Buffer. A 30' wide landscape buffer shall be provided along any boundary line that is adjacent to parcels zoned or used for residential, except with respect to the Storm Water Management Areas identified in the Antioch PUD Agreement. The residential buffer shall be planted where practical with the equivalent of 20 evergreen trees (6' high) per 100 lineal feet of residential buffer. The equivalent of 20 trees per 100 lineal feet of residential boundary along the northeast naturalized storm water area shall also be provided where practical. The Customer will use reasonable efforts to coordinate the residential buffer plantings and northeast naturalized storm water area plantings with utility, grading, drainage and other engineering considerations as well as the existing

trees. The buffer planting treatment may be modified, substituted or partially omitted as approved by the Village of Antioch.

SECTION FIVE. **Authority to Execute**. The County and the Owner hereby acknowledge and agree that all required notices, meetings, and hearings have been properly given and held by the County and the Owner and all required actions have been taken, with respect to the approval and execution of this Agreement, and all documents referred to in this Agreement, and agree not to challenge this Agreement or any of the obligations created by it, or any document executed pursuant to it, on the grounds of any procedural infirmity or any denial of any procedural right. The County and the Owner hereby mutually warrant and represent to each other that the persons executing this Agreement on their respective behalves have been properly authorized to do so.

SECTION SIX. **Notices**. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in person and receipted for on a business day at the address set forth below; (2) on the fifth business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address listed below; (3) when delivered to the address listed below by any courier service; or (4) on the date of transmission, if transmitted by telecopier at the telecopier number listed below and deposited in the U.S. mail on the same day for delivery to the address listed below.

To Owner:

_____

_____

_____

Telecopier: _____

with a copy to:

_____

_____

_____

Telecopier:_____

To the County:

Mr. Barry Burton
Office of the Lake County Administrator
Lake County Building
18 N. County Street
Waukegan, Illinois 60085
Telecopier: 847-360-6732

with copies to:

Mr. Peter Kolb
Director
Lake County Public Works Department
650 West Winchester Road
Libertyville, Illinois 60048
Telecopier: 847-377-7173

and:

Holland & Knight LLP
131 South Dearborn, 30th Floor
Chicago, Illinois 60603
Attention: Victor P. Filippini, Jr.
Telecopier: 312-578-6666

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

SECTION SEVEN: Exhibits. Exhibits A through F, inclusive, attached to this Agreement are by this reference incorporated herein and made a part hereof.

SECTION EIGHT. Enforcement.

A. The County and the Owner may enforce or compel the performance of this Agreement in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance; provided, however, that the Owner agrees that Owner will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the County or any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys thereof, on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement. Notwithstanding the foregoing, in the event of a judicial proceeding brought by the County or the Owner against the other party to this Agreement, the prevailing party in such judicial proceeding shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with such judicial proceeding.

B. In addition to the remedies set forth in Section 8.A of this Agreement, the County may maintain an action to recover any sums and any costs agreed to be paid to it pursuant to this Agreement and which have become due and remain unpaid, plus interest on such sums and costs, at a rate of nine percent per annum, plus any costs of collection (including attorneys' fees). In the event that the Owner or the Owner's beneficiaries, heirs, successors, or assigns, or any Customer within the Subject Property, fails to satisfy any of its obligations under this Agreement, within 30 days after the County has given written notice of such noncompliance, the County shall, in addition to any of its other remedies, be authorized to discontinue sanitary sewer service to the Subject Property or such Customer, as the case may be.

SECTION NINE. Entire Agreement; Amendments. This Agreement constitutes the entire contract between the County and the Owner and may not be modified, except by a written instrument executed and delivered by the County and the Owner pursuant to all applicable statutory procedures.

SECTION TEN. Nature, Survival, and Transfer of Obligations. All obligations assumed by the Owner under this Agreement shall be binding on the Owner and the Owner's heirs, devisees, executors, administrators, and personal representatives; and on any and all entities and companies subject to the control or direction of the Owner and the Owner's successors and assigns; and on any and all successor legal or beneficial owners of all or any portion of the Subject Property.

SECTION ELEVEN. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made, or be valid, against the County or the Owner.

SECTION TWELVE. Counterparts. This Agreement may be executed in counterparts and all so executed shall constitute one and the same Agreement.

SECTION THIRTEEN. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. Terms used in this Agreement shall be the same as used in the Establishing Ordinance or in the County Water and Sewer Ordinances.

SECTION FOURTEEN. Assignment.

A. In General. The County shall have the right, without the consent of the Owner, to assign its rights under the terms of this Agreement. Upon the transfer or lease of the Subject Property, or any portion thereof, the Owner may assign their rights to connect to the Northeast Sewerage System, subject to the terms and conditions of this Agreement. Notwithstanding the foregoing sentence, however, the Owner shall not assign any of its obligations under Sections 2.B, 2.C, or 4 of this Agreement without the prior written consent of the County, except as provided in Subsection 14.B of this Agreement.

B. IDI Assignment. Notwithstanding the limitations on assignment of obligations as set forth in Subsection 14.A hereof, the Owner shall be authorized to assign such obligations

without any further approval of the County to Industrial Developments International, Inc. ("***IDI***"), a Delaware corporation and the contract purchaser of the Subject Property, provided that IDI has executed the "Unconditional Agreement and Acceptance" attached as Exhibit D to this Agreement and complies with the conditions set forth in Subsection 14.C hereof.

C. IDI Easement Acquisition. As a condition of any assignment of obligations by Owner to IDI under Subsection 14.B of this Agreement, IDI shall make reasonable and good faith efforts to acquire a 20-foot wide easement (the "***20-Foot Westerly Easement***") exclusively for sanitary sewer purposes extending from the 72-Inch Manhole along the Illinois Route 173 frontage (following all required right-of-way dedications for the improvement of Illinois Route 173) to the western boundary of the parcel of land identified by P.I.N. 02-13-200-014 and depicted on Exhibit E to this Agreement. In consideration of acquiring the 20-Foot Westerly Easement, the County shall compensate IDI an amount equal to $10.00 per lineal foot of such easement.

SECTION FIFTEEN. Additional Documents. In addition to the documents specifically enumerated herein, the County and the Owner agree to execute and deliver any and all documents that may be reasonably necessary to effectuate the intent and purpose of this Agreement.

SECTION SIXTEEN: Severability. If any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property is held invalid, such invalidity shall not affect the application or validity of other provisions, covenants, agreements, or portions of this Agreement, which can be given effect without the invalid provision(s) or application(s), and to this end, the provisions, covenants, and agreements in this Agreement are declared to be severable.

SECTION SEVENTEEN: Approval of Antioch PUD Agreement. The parties have entered into this Agreement in anticipation that the Antioch PUD Agreement will be approved

and executed to authorize the Industrial Development. In the event that the Owner and the Village of Antioch have not approved and executed the Antioch PUD Agreement in conformity with the draft attached as Exhibit F to this Agreement by 31 March 2008, then the County shall have the right to terminate this Agreement upon written notice to the Owner.

SECTION EIGHTEEN: **Effective Date**. This Agreement shall be in full force and effect from and after the date of its execution.

[Signatures to follow on separate pages.]

IN WITNESS WHEREOF, the parties have set their hands hereto on the date first written above.

COUNTY OF LAKE

By:_____
Chairman, Lake County Board

ATTEST:

_____

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the County Board Chairman of the County of Lake, and _____, personally known to me to be the Clerk of said County, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the same instrument as their free and voluntary act and as the free and voluntary act of the County of Lake for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2007.

_____
Notary Public

My Commission Expires: _____

(SEAL)

4621828_v4

ALFRED P. PEDERSEN, JR.

_____

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ALFRED P. PEDERSEN, JR., personally known to me, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the same instrument of his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2007.

_____
Notary Public

My Commission Expires:

(SEAL)

DEAN A. PEDERSEN

_____

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DEAN A. PEDERSEN, personally known to me, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the same instrument of his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2007.

_____
Notary Public

My Commission Expires:

(SEAL)

DALE A. PEDERSEN

_____

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DALE A. PEDERSEN., personally known to me, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the same instrument of his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2007.

_____
Notary Public

My Commission Expires:

(SEAL)

LLOYD A. PEDERSEN

_____

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LLOYD A. PEDERSEN, personally known to me, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the same instrument of his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2007.

_____
Notary Public

My Commission Expires:

(SEAL)

ALFRED P. PEDERSEN, as Trustee under the Alfred P. Pedersen Trust Agreement dated January 12, 1995

_____

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ALFRED P. PEDERSEN, personally known to me, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the same instrument as the Trustee under the provisions of the "Alfred P. Pedersen Trust Agreement dated January 12, 1995," and in that capacity did so of his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2007.

_____
Notary Public

My Commission Expires:

(SEAL)

EXHIBIT A
Required Sewerage System Improvements

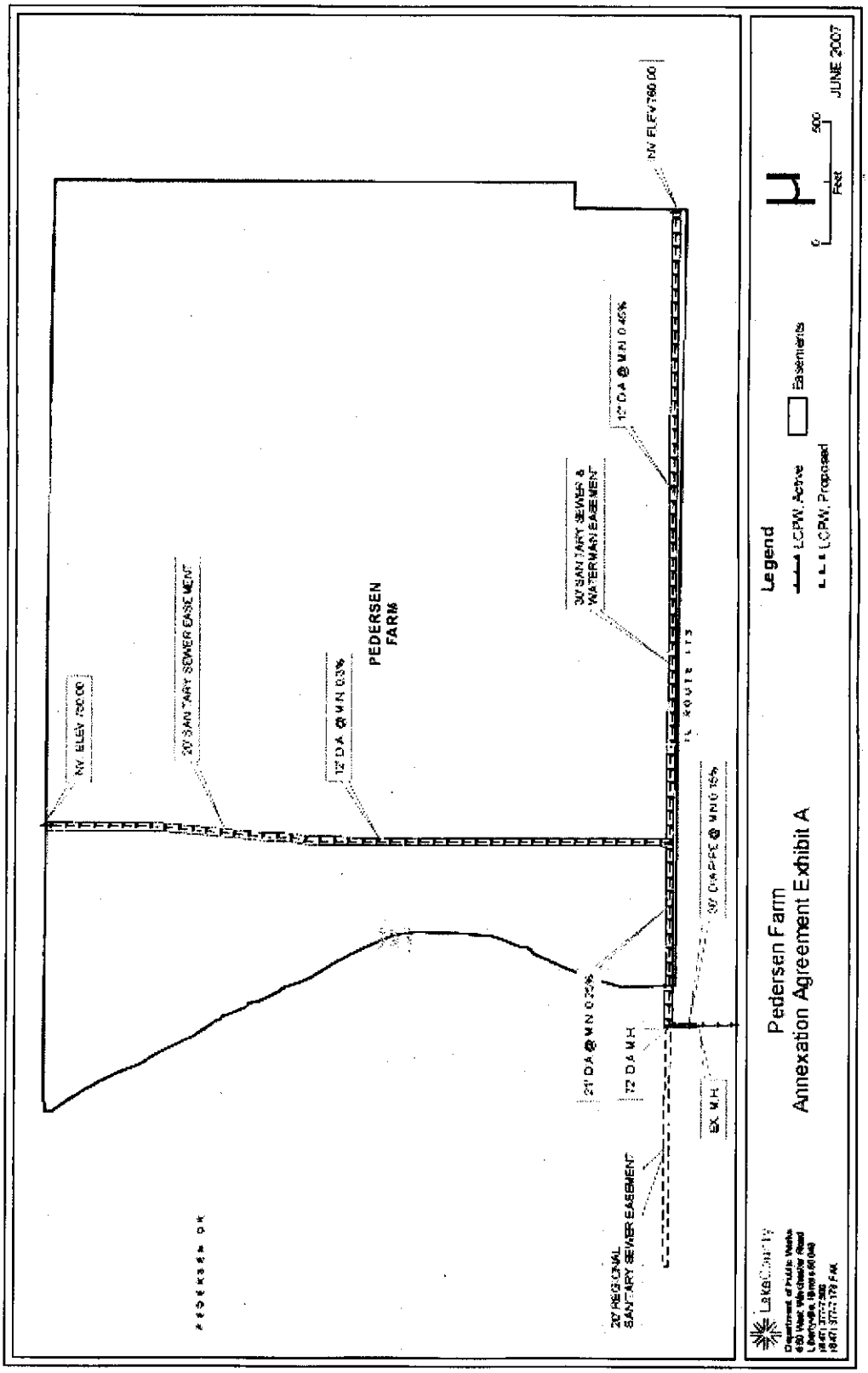


EXHIBIT B

Legal Description of the Subject Property

PARCEL 1:

GOVERNMENT LOT 2 IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 46 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 500.00 FEET OF THE EAST 100.00 FEET THEREOF, AND ALSO EXCEPT THE WEST 161.58 FEET THEREOF) DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 18, THENCE SOUTH 89 DEGREES, 12 MINUTES 56 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER SECTION, 162.55 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 11 MINUTES 28 SECONDS EAST, 2615.67 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER SECTION; THENCE SOUTH 89 DEGREES 22 MINUTES 55 SECONDS EAST ALONG SAID NORTH LINE, 1633.07 FEET TO THE NORTHEAST CORNER OF GOVERNMENT LOT 2; THENCE SOUTH 00 DEGREES 11 MINUTES 28 SECONDS WEST, A DISTANCE OF 2120.38 FEET, TO THE NORTH LINE OF SAID SOUTH 500.00 FEET; THENCE NORTH 89 DEGREES 12 MINUTES 56 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTH 500.00 FEET, 100.01 FEET TO THE WEST LINE OF SAID EAST 100.00 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 28 SECONDS WEST ALONG THE WEST LINE OF SAID EAST 100.00 FEET, 500.03 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 12 MINUTES 56 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER SECTION, 1533.11 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 46 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 89 DEGREES 12 MINUTES 56 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER SECTION, 162.55 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 28 SECONDS EAST, 1411.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 48 MINUTES 11 SECONDS WEST, 1584.57 FEET TO THE CENTERLINE OF NORTH MILL CREEK; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF NORTH MILL CREEK TO A POINT 802.61 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13 AND 327.20 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE DEPARTING SAID CENTERLINE, NORTH 00 DEGREES 07 MINUTES 33 SECONDS EAST, 802.61 FEET, TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 45 MINUTES 00 SECONDS EAST ALONG SAID NORTH LINE 1654.77 FEET TO THE NORTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH 00 DEGREES 14 MINUTES 00 SECONDS WEST 45.94 FEET TO THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 89 DEGREES 22 MINUTES 55 SECONDS EAST, 160.62 FEET, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 11 MINUTES 28 SECONDS WEST, 1204.47 FEET TO THE POINT OF BEGINNING;

PARCEL 3:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 13 TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 46 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 13, THENCE NORTH 89 DEGREES 48 MINUTES 11 SECONDS WEST, 1540.12 FEET TO THE CENTERLINE OF NORTH MILL CREEK; THENCE NORTHERLY, NORTHEASTERLY AND NORTHWESTERLY ALONG THE CENTERLINE OF NORTH MILL CREEK TO A POINT 74.38 FEET NORTH OF NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13 AND 97.50 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE DEPARTING SAID CENTERLINE, SOUTH 89 DEGREES 48 MINUTES 11 SECONDS EAST, 1584.57 FEET, THENCE SOUTH 00 DEGREES 11 MINUTES 28 SECONDS WEST 1411.20 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 12 MINUTES 56 SECONDS WEST, ALONG SAID SOUTH LINE, 162.55 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE NORTH 00 DEGREES 27 MINUTES 09 SECONDS EAST, 7.85 FEET TO THE POINT OF BEGINNING.

PIN Nos.:
02-13-200-005 (partial)
02-13-200-002 (partial)
02-13-200-003 (partial)
03-18-100-001
03-18-100-002

EXHIBIT C

Landscaped Buffer Requirements

Route 173 Buffer: Except when adjacent to Naturalized Storm Water Areas

Required

Undulating berms wherever practical with height ranging between 4' and 6' above adjacent grade
20 Trees/100 LF
One third of trees to be non-deciduous variety

15. Landscape Material Size Requirements

Required

Shade Trees (3" caliper)
Evergreen Trees (7' high)

EXHIBIT D

Unconditional Agreement and Consent

Pursuant to Section 14 of the "Agreement to Annex the Pedersen Annexation Tract to the NEFPA SSA" (the "***Agreement***") and to induce the County of Lake to approve certain assignments to Industrial Developments International, Inc., a Delaware corporation ("***IDI***"), under such Agreement, the undersigneds acknowledge on behalf of IDI and its successors and assigns in title to the Subject Property as described in the Agreement that they

1. have read and understand all of the terms and provisions of the Agreement;

2. hereby unconditionally agree to accept, consent to, and abide by all of the terms, conditions, restrictions, and provisions of the Agreement and all other applicable codes, ordinances, rules, and regulations;

3. acknowledge that the public notices and hearings have been properly given and held with respect to the Agreement and the adoption of the Enlarging Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any revocation on the grounds of any procedural infirmity or any denial of any procedural right;

4. agree to and does hereby hold harmless and indemnify the County, the County's corporate authorities, and all County elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of these parties in connection with the County's approval of the Agreement or the adoption of the Enlarging Ordinance; and

5. represent and acknowledge that the persons signing this Unconditional Agreement and Consent are duly authorized to do so on behalf of IDI as contract purchaser of the Subject property.

INDUSTRIAL DEVELOPMENTS INTERNATIONAL, INC.

By:_____

Its:_____

ATTEST:

_____

EXHIBIT E

Map of Parcel with P.I.N. 02-13-200-014

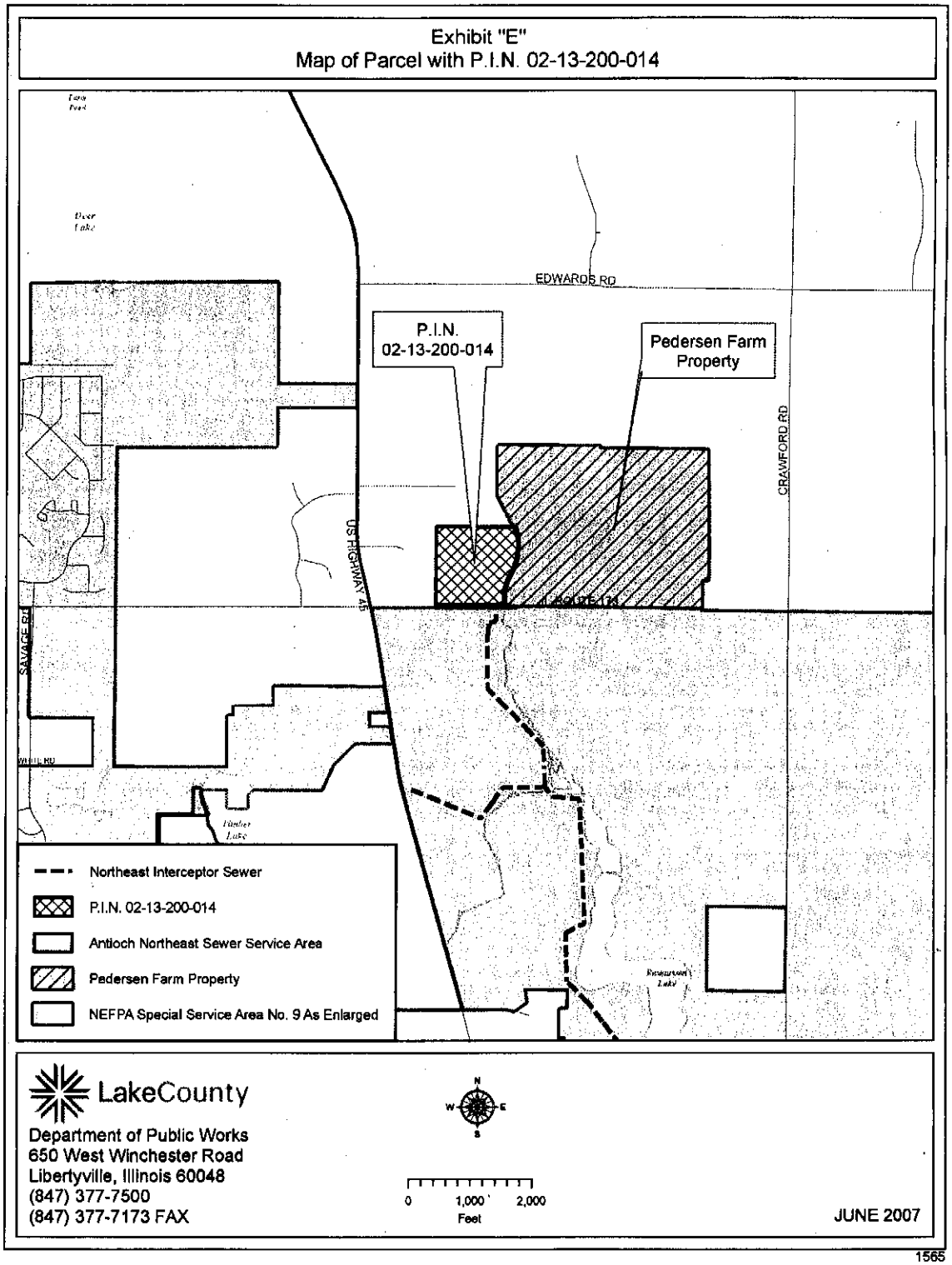


EXHIBIT F

Draft of Antioch PUD Agreement