

# Exhibit C

Dated March 20, 2009

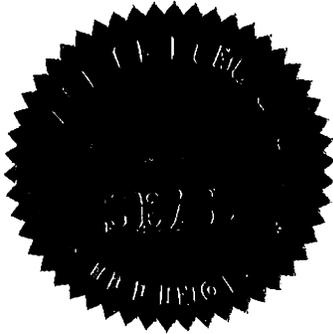
CERTIFICATE

I, David A. Lothspeich, the duly appointed Deputy Village Clerk of the Village of Long Grove, Lake County, Illinois do hereby certify that, as such Deputy Village Clerk, I am a duly authorized keeper of records of and for the Village of Long Grove and the attached Village of Long Grove Ordinance No. 2007-O-03 dated March 27, 2007, is a true and correct copy of such Ordinance as it is retained in the files of the Village, and, to the best of my knowledge, it is true and correct in its contents.

Date: 10/11/2007



David A. Lothspeich  
Village Deputy Clerk  
Village of Long Grove  
Lake County, Illinois



Image# 042420780034 Type: ORD  
Recorded: 11/07/2007 at 04:13:43 PM  
Receipt#: 2007-00053796  
Total Amt: \$43.00 Page 1 of 34  
IL Rental Housing Fund: \$0.00  
Lake County IL Recorder  
Mary Ellen Vanderverter Recorder

File **6267259**

MAIL  
TO

VILLAGE OF LONG GROVE  
3110 RFD  
LONG GROVE, ILL 60047

+15 PLX  
18 JS

**VILLAGE OF LONG GROVE**  
**ORDINANCE NO. 2007-O-03**  
**AN ORDINANCE APPROVING A**  
**FINAL PLANNED UNIT DEVELOPMENT PLAT**  
**FOR EASTGATE ESTATES**

Adopted by the  
President and Board of Trustees  
of  
the Village of Long Grove  
this 27th day of March, 2007

Published in pamphlet form by direction  
and authority of the Village of Long Grove,  
Lake County, Illinois  
this 28th day of March, 2007

**VILLAGE OF LONG GROVE**  
**ORDINANCE NO. 2007-O-03**  
**AN ORDINANCE APPROVING A**  
**FINAL PLANNED UNIT DEVELOPMENT PLAT**  
**FOR EASTGATE ESTATES**

**WHEREAS**, pursuant to Ordinance No. 2006-O-04 ("**Preliminary PUD Approval**"), the Village granted a special use permit for a planned unit development and approved a preliminary planned unit development plat for the real property consisting of approximately 22 acres and commonly known as 5168 Aptakisic Road, Long Grove, Illinois, and legally described in Exhibit A to this Ordinance ("**Property**"); and

**WHEREAS**, the Property is zoned in the Village's R-2 Single-Family Residence District; and

**WHEREAS**, Fidelity Wes of Eastgate, Inc., the current owner of the Property ("**Applicant**"), filed an application requesting approval of a final planned unit development plat to permit the proposed development of nine single family residential lots on the Property ("**Proposed Development**"); and

**WHEREAS**, as part of the development proposal, Applicant has offered to execute a covenant to have the Property remain in the Village upon receipt of the final approvals of the Proposed Development on the Property; and

**WHEREAS**, the Long Grove Plan Commission conducted a public meeting on March 6, 2007, for the purposes of considering Applicant's request for approval of the final planned unit development plat to permit the Proposed Development on the Property; and

**WHEREAS**, during the public meeting, representatives of Applicant presented the following plats and plans for the Proposed Development:

1. Final Plat of Eastgate Estates, prepared by R.E. Allen and Associates, Ltd., consisting of three sheets, and last revised on [ March 20 , 2007 ] ("**Final Plat**").

2. Proposed Improvement Plans, prepared by Manhard Consulting, Ltd, consisting of 12 sheets, and last revised on March 12, 2007.
3. Tree Preservation and Landscape Plans, prepared by Manhard Consulting, Ltd, consisting of 6 sheets, and last revised on March 12, 2007.

all attached to this Ordinance as Exhibit B and by this reference incorporated herein and made a part hereof (collectively, the "***Final PUD Plans***"); and

**WHEREAS**, after the conclusion of the public meeting, the Plan Commission made the following findings based on the evidence and testimony presented by Applicant:

1. The Proposed Development will be constructed in accordance with the Final PUD Plans, which Plans substantially conform to the Preliminary PUD Approval.
2. Subject to the conditions hereinafter set forth, the construction and maintenance of the Proposed Development on the Property:
  - (a) is consistent with the stated purpose of the planned unit development regulations;
  - (b) meets the requirements and standards of the planned unit development regulations;
  - (c) makes adequate provision for public services, provides adequate control over vehicular traffic, provides and protects designated open space, and furthers the amenities of light and air, recreation, and visual enjoyment;
  - (d) is compatible with the adjacent properties and neighborhood;
  - (e) is not detrimental to the tax base and economic well-being of the entire community; and
  - (f) conforms with the intent and spirit of the comprehensive plan of the Village.
3. The Proposed Development satisfies the requirements for approving a final planned unit development plat to permit the Proposed Development on the Property, subject to the terms and conditions hereinafter set forth;

**WHEREAS**, based on these findings, the Plan Commission recommended that the Final PUD Plans be approved to permit the Proposed Development on the Property; and

**WHEREAS**, the President and Board of Trustees, having considered the recommendations of the Plan Commission and being fully advised in the premises, have determined that it is in the best interests of the Village and its residents to approve the Final

PUD Plans to permit the construction of the Proposed Development on the Property, subject to the terms and conditions of this Ordinance as hereinafter set forth;

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LONG GROVE, COUNTY OF LAKE, STATE OF ILLINOIS,**  
as follows:

**SECTION ONE: Recitals.** The foregoing recitals are hereby incorporated into and made a part of this Ordinance as if fully set forth.

**SECTION TWO: Approval of the Final PUD Plans.** Pursuant to Chapter 9 of the Long Grove Zoning Code, and subject to the limitations therein and the conditions set forth in Section Three of this Ordinance, the Final PUD Plans shall be, and are hereby, approved to permit the Proposed Development on the Property. Upon satisfaction of conditions precedent set forth in Section Three of this Ordinance, the appropriate Village officials shall be deemed authorized and directed to execute the Final PUD Plans for recording.

**SECTION THREE: Conditions on Approval.** The approval granted pursuant to Section Two of this Ordinance shall be, and it is hereby, conditioned upon and limited by the following conditions, the violation of any of which shall, in the reasonable discretion of the President and Board of Trustees, be grounds for the repeal and revocation of the approval granted herein:

- A. **No Authorization of Work.** This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Property pursuant to the approvals granted in this Ordinance except only after all conditions of this Ordinance precedent to such work have been fulfilled, including without limitation approval and recordation of the Final PUD Plans, and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law. Further, this Ordinance shall not be effective and the Final Plat shall not be recorded until the Final Plat has been reviewed and approved by the Village consultants and staff.
- B. **Compliance with Laws.** All provisions of the Zoning Code, the Subdivision Code, the Building Code, and all other applicable ordinances and regulations of the Village that do not conflict with or create an inconsistency with the express provisions of this Ordinance or the Final PUD Plans shall continue to apply to the

Property, and the development and use of the Property shall be in compliance with all applicable laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.

- C. Other Governmental Approvals. The Final PUD Plans shall not be recorded unless and until Applicant has applied for and obtained all required permits and approvals from governmental bodies and agencies having jurisdiction over the Property and the Proposed Development, including without limitation the Lake County Health Department, Lake County Stormwater Management Commission, Illinois Environmental Protection Agency, Illinois Department of Transportation, Illinois Department of Natural Resources, Lake County Public Works Department, and Lake County Department of Transportation. To the extent such approvals are subject to conditions that affect the Final Engineering Plans, the Final PUD Plans shall not be recorded unless and until the Village Engineer approves any necessary revisions to the Final Engineering Plans and confirms that such revisions do not materially change other elements of the Final PUD Plans.
- D. Compliance with Preliminary PUD Approval. The development, use, and maintenance of the Property shall comply with all provisions contained in the Preliminary PUD Approval.
- E. Covenant Not to Disconnect. Upon approval of this Ordinance and prior to the recordation of this Ordinance and the Final Plat, the Applicant agrees to execute and submit to the Village a covenant, in the form attached to this Agreement as Exhibit C, pursuant to which the Applicant agrees that it shall not file any petition for, or take any other action in furtherance of, disconnection of the Property from the Village of Long Grove.
- F. Improvements. All improvements for the Proposed Development on the Property shall be installed in accordance with the Final PUD Plans, including without limitation the approved final engineering plans, and shall be subject to the review and approval of the Village Engineer. Prior to the recordation of the Final Plat, the Applicant shall provide security for all required improvements for the Proposed Development, in an amount and form satisfactory to the Village, and in accordance with the applicable provisions of the Village Code, including without limitation Section 6-5-6 of the Code.
- G. Roadway. The roadway within the Proposed Development shall be privately owned and maintained and installed in accordance with the Final PUD Plans, as reviewed and approved by the Village Engineer and the applicable fire authorities.
- H. Trail. Prior to the issuance of any certificate of occupancy for the Property, the Applicant shall construct and complete, at its sole cost and expense, a four-foot wide pedestrian trail accessible to the general public in the location depicted on the Final PUD Plans. The final design, materials, and location of the trail shall be reviewed and approved by the Village.
- I. Communal Septic System. The Village and Applicant acknowledge that the Applicant intends that the communal septic system for the Proposed

Development be operated and maintained by a public utility company. In furtherance thereof, prior to the issuance of any building permit for any lot on the Property, the Applicant shall obtain the required permit or permits for developing the communal septic system, and no certificate of occupancy shall be issued until the Applicant delivers to the Village sufficient evidence that a public utility company has been established and certified by the Illinois Commerce Commission to operate and maintain the communal septic system. In addition, prior to issuance of any building permit for any lot on the Property, the Applicant shall deliver to the Village Engineer for review and approval a maintenance plan for the communal septic system to be implemented by the public utility company. Upon completion and approval of the communal septic system by the Lake County Health Department, the Applicant shall deliver to the Village maintenance security in an amount equal to 100 percent of the costs of the system and in a form acceptable to the Village Attorney to secure the maintenance and repair of the communal septic system, which security shall be maintained by the Village for a period of five years from the date of approval by the Lake County Health Department of the communal septic system. If required by the Lake County Health Department, the Applicant shall also deliver to the Lake County Health Department security for the replacement, maintenance, and repair of the communal septic system, which security will be maintained in accordance with the Lake County Health Department's requirements.

- J. Declaration of Covenants and Restrictions. Prior to the recordation of the Final PUD Plans, the Applicant shall record a declaration of covenants and restrictions, which declaration shall be subject to the review and approval of the Village Attorney. The declaration shall provide, among other things, that the ownership and maintenance of all common areas on the Property, including without limitation the common open space, wetland areas, trail, gazebo, private roadways, stormwater detention areas, 100' scenic corridor easement area on the Property shall be the responsibility of the homeowners' association for the Property. The Village shall be granted the right, but not the obligation, to inspect and, if necessary, repair, replace, maintain, or otherwise care for such common areas and improvements; provided that the Village shall also have the right to assess its costs in connection with any such actions against the association as well as the individual lots.
- K. Scenic Corridor Easements. All areas designated on the Final PUD Plans as scenic corridor easements are easements expressly reserved for and granted to the Village and shall be subject to the restrictions noted on the Final PUD Plans and contained in the Long Grove Village Code.
- L. Conservancy District Areas. All areas designated on the Final PUD Plans as conservancy districts are easements expressly reserved for and granted to the Village and shall be subject to the restrictions noted on the Final PUD Plans and contained in the Long Grove Village Code.
- M. Maximum Floor Area.
  - 1. Calculation. Notwithstanding the maximum floor area restrictions contained in the Long Grove Zoning Code, the maximum floor area for each individual Lot on the Property is as set forth on the chart attached to

this Ordinance as Exhibit D and by this reference incorporated herein and made a part hereof, as well as depicted on the face of the Final PUD Plans.

2. **Definitions.** For the purposes of this Ordinance, the following terms shall be defined as follows:

- a. **Floor area:** The sum of the gross floor area for each story of a dwelling unit or other structure as measured from the exterior limits of the faces of the structure. Floor area shall include attached roofed porches and attached garages. Dormers and attic areas shall count as floor area only for that portion with a headroom of 7 1/2 feet or greater. Floor area shall not include cellars, unenclosed porches, nor basement floor area; provided, however, that one-half of the floor area of walk-out type basements shall be included. In rooms where there is a finished ceiling in excess of 16 feet in height to the highest point of such ceiling, the floor area of these rooms shall be counted twice.
- b. **Lot area:** The area of horizontal plane bounded by the vertical planes through front, side, and rear lot lines, excluding, however, land areas subject to easements for public or private access or egress.

N. **Height Restriction.** Notwithstanding the maximum height restrictions contained in the Long Grove Zoning Code, the following maximum building height restrictions shall apply to the Property:

1. The maximum height of a principal building on Lots 3 and 4 on the Property shall not exceed 35 feet, measured from the lowest ground surface adjacent to the rear of the building and the highest point of the roof of the building.
2. The maximum height of a principal building on any other Lot on the Property shall not exceed 35 feet, measured as follows: the vertical distance from the lowest ground surface adjacent to the structure and the highest point of the underside of the ceiling beams in case of a flat roof; to the deck line of a mansard roof; and to the mean level of the underside of rafters between eaves and the ridge of a gable, hip or gambrel roof.

O. **Design Standards.** The Applicant shall submit elevations and detailed plans and renderings for review and approval by the Architectural Board. The review of elevations and detailed plans and renderings shall include without limitation consideration of details regarding the exterior architectural styles, quality of design and its relationship to the overall development, predominant materials, exterior amenities, and interior amenities. In addition, the Applicant shall comply with the architectural control regulations contained in the Long Grove Zoning Code.

- P. Landscaping. The Applicant shall install 12 trees on each of Lots 2, 3, 4, 5, 6, and 7 to provide screening and buffering from the properties located to the south of the Property. The 12 trees on each such Lot shall include the following:
1. five evergreen trees, each tree being no less than six feet in height at time of installation;
  2. three ornamental trees, each tree being no less than eight feet in height at time of installation; and
  3. four shade trees, each tree being no less than three inches in caliper DBH at time of installation.

In addition to the foregoing, the Applicant shall install to the rear of Lots 3 and 4 additional landscape material having a value (as determined by the Village Forester) of not less than \$20,000, exclusive of labor and installation costs. All landscaping shall be installed in accordance with the Final PUD Plans.

- Q. Impact Fees. Applicant shall comply with the impact fee requirements contained in Section 5-9-8 of the Zoning Code and Chapter 9 of Title 6 of the Long Grove Village Code. The school and park development impact fees for a particular dwelling unit on a lot shall be paid prior to issuance of a building permit for that lot, and the amount of the school and park development impact fees shall be calculated based on the applicable fees in effect at the time of payment.

- R. Fees and Costs. Applicant shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the Long Grove Zoning Code. In addition, Applicant shall reimburse the Village for all of its costs (including without limitation engineering, planning, and legal expenses) incurred in connection with the review, consideration, approval, implementation, or enforcement of this Ordinance. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property, and the Village shall have the right to foreclose such lien in the name of the Village as in the case of foreclosure of liens against real estate.

- S. Transferees. The rights and obligations set forth in this Ordinance shall be binding on Applicant and upon any and all of Applicant's successors and assigns (other than purchasers of individual dwelling units constructed on the Property), and upon any and all successor legal or beneficial owners of all or any portion of the Property (other than purchasers of individual dwelling units constructed on the Property). To the extent that a successor becomes bound to the obligation created herein pursuant to a transferee assumption agreement acceptable to the Village, and such successor demonstrates to the Village that it has the financial viability to meet the obligations herein, Applicant shall be released from its obligations under this Ordinance to the extent of the transferee's assumption of such liability. The failure of Applicant to provide the Village with an enforceable transferee assumption agreement as herein provided shall result in Applicant remaining fully liable for all of its obligations under this Ordinance but shall not relieve the transferee of its liability for all such obligations as a successor to Applicant.

In addition, any violation of this Ordinance shall be deemed a violation of the Long Grove Zoning Code and shall subject Applicant to enforcement proceedings accordingly.

**SECTION FOUR: Effective Date.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law; provided, however, that this Ordinance shall be of no force or effect unless and until Applicant has (i) caused a duly authorized person to execute and (ii) thereafter files with the Village its unconditional agreement and consent, in the form attached hereto as Exhibit E and by this reference incorporated herein and made a part hereof; provided further that, if Applicant does not so file its unconditional agreement and consent within 30 days following the passage of this Ordinance, the Village Board may, in its discretion and without public notice or hearing, repeal this Ordinance and thereby revoke the special use permit granted in this Ordinance. Upon this Ordinance having full force and effect, the Village Clerk shall cause it to be recorded in the Office of the Lake County, Illinois Recorder of Deeds.

PASSED this 21<sup>st</sup> day of March, 2007.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this 27<sup>th</sup> day of March, 2007.

  
Village President

ATTEST:

  
Village Clerk

# 4420102\_v3

**EXHIBIT A**

**Legal Description of Property**

PARCEL 1: THE WEST 1/2 OF THE EAST 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 172 FEET THEREOF) IN LAKE COUNTY, ILLINOIS.

PARCEL 2: THE WEST 172 FEET OF THE EAST 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 661.84 FEET THEREOF) IN LAKE COUNTY, ILLINOIS.

PARCEL 3: LOT 2 IN EDMUND'S SECOND SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JUNE 11, 1958 AS DOCUMENT 992765 IN BOOK 1626 OF RECORDS PAGE 499 IN LAKE COUNTY, ILLINOIS.

Commonly known as 5168 Aptakisik Road, Long Grove, Illinois

P.I.N. Nos: 15-29-102-002  
15-29-100-002

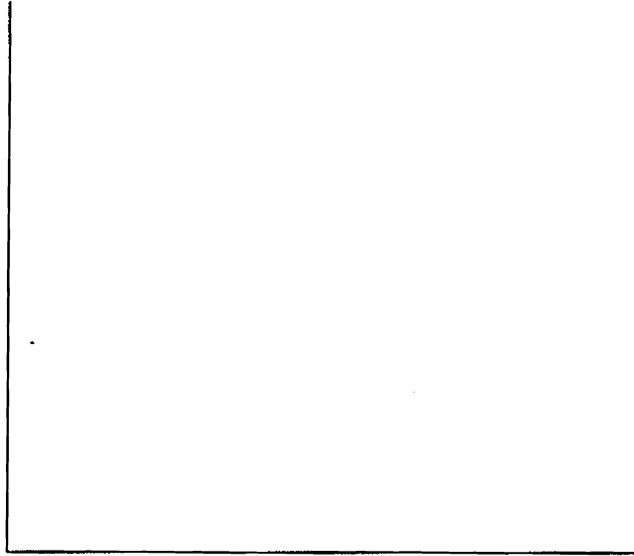


**EXHIBIT C**

**Form of Covenant**

Prepared by and after  
Recording Return to:

Julie A. Tappendorf  
Holland & Knight LLP  
131 South Dearborn Street  
30<sup>th</sup> Floor  
Chicago, Illinois 60603



**DECLARATION OF COVENANTS**

**THIS DECLARATION** is made this 23 day of April, 2007, by **FIDELITY WES** ("**Declarant**").

**WITNESSTH:**

**WHEREAS**, Declarant is the owner of the real property consisting of approximately 22.5 acres, commonly known as 5168 Aptakistic Road, Long Grove, and legally described in **Exhibit 1** attached to this Declaration ("**Property**"); and

**WHEREAS**, pursuant to Ordinance No. 2006-O-04, the Board of Trustees of the Village of Long Grove approved a special use permit for a planned unit development and a preliminary planned unit development plat to permit the development of nine single family residential lots on the Property, and pursuant to Ordinance No. 2007-O-03, the Board of Trustees approved the final planned unit development plat for the development of the Property; and

**WHEREAS**, Declarant desires to execute and record a Declaration of Covenants agreeing not to disconnect the Property from the Village of Long Grove for the purpose of perfecting and enhancing the value and desirability of the Property, as well as for the purpose of enhancing the desirability of other properties in the neighborhood of the Property; and

**WHEREAS**, Declarant desires and intends that the owners, occupants, and any other person or persons acquiring an interest in the Property, or any portion thereof, (collectively, "**Owner**") shall at all times hold their interest subject to the covenants and restrictions hereinafter set forth, which covenants shall be enforceable by the Village of Long Grove, Illinois;

**NOW, THEREFORE**, Declarant declares that the Property and all portions thereof and all improvements thereon are and shall be held, transferred, sold, conveyed, used, and

occupied subject to the covenants herein set forth, which covenants shall run with the Property and be binding on all parties presently having or hereafter acquiring any right, title, or interest in the Property or any part thereof or improvements thereon, their heirs, successors, and assigns, and shall inure to the benefit of each of them and to the benefit of the Village of Long Grove, Illinois.

1. **Agreement Not to Disconnect.** Declarant hereby acknowledges and covenants that no Owner shall file any petition for, or take any other action in furtherance of, disconnection of the Property from the Village of Long Grove.

2. **Village Remedies.** In addition to any and all other remedies it may have, the Village of Long Grove may enforce this Declaration; the failure of the Village to enforce this Declaration at any given time shall in no event be deemed a waiver of the right to do so thereafter. In case of any successful enforcement action, the Village shall be entitled to recover from Owner all costs of enforcement, including without limitation, administrative expenses and legal fees. If such costs are not recovered from Owner within 30 days following a demand in writing by the Village for such payment, such costs, together with interest and costs of collection, shall become a lien upon the Property from and after the Village has recorded a notice of lien against the Property, and the Village shall have the right to foreclose such lien by an action brought in the name of the Village as in the case of foreclosure of liens against real estate.

3. **Term.** This Declaration shall run with and bind the land for a term of 50 years from the date this Declaration is recorded after which time this Declaration shall be automatically extended for successive periods of 10 years unless an instrument amending this Declaration as hereinafter provided shall be recorded to provide for some other duration. If any other agreements or covenants created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements, or covenants shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of any now living current or former President of the United States.

4. **Amendment.** This Declaration and its effect shall not at any time hereafter be modified, amended, or annulled except by a written instrument executed by the Owner of the Property and approved by a written resolution duly adopted by the President and Board of Trustees of the Village of Long Grove, Illinois, which instrument and resolution shall be recorded together in the Office of the Lake County Recorder.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed, acknowledged, and attested.

FIDELITY WES  
By: [Signature]  
Its Man. Partner

ATTEST:  
By: [Signature]  
Its MEMBERS

STATE OF ILLINOIS        )  
                                  )  
COUNTIES OF LAKE        )        SS !

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael DeMa and Wesley Smith, personally known to me to be the MANAGING PARTNER and MEMBER of FIDELITY WES, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the same instrument on behalf of the corporation as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23<sup>rd</sup> day of April, 2007.

J. Ackerman  
\_\_\_\_\_  
Notary Public

My Commission Expires:

11/26/10

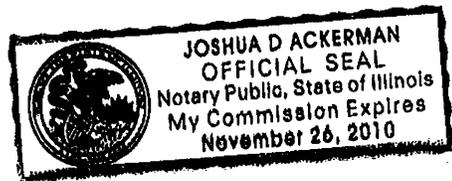


EXHIBIT 1

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1: THE WEST 1/2 OF THE EAST 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 172 FEET THEREOF) IN LAKE COUNTY, ILLINOIS.

PARCEL 2: THE WEST 172 FEET OF THE EAST 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 661.84 FEET THEREOF) IN LAKE COUNTY, ILLINOIS.

PARCEL 2: LOT 2 IN EDMUND'S SECOND SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JUNE 11, 1958 AS DOCUMENT 992765 IN BOOK 1626 OF RECORDS PAGE 499 IN LAKE COUNTY, ILLINOIS.

**EXHIBIT D**

**Chart of Maximum Floor Area for Each Lot**

<b>LOT</b>	<b>LOT AREA (square feet)</b>	<b>MAXIMUM FLOOR AREA (square feet)</b>
1	32,596	7,714
2	37,534	8,198
3	34,134	6,000
4	30,482	6,000
5	29,380	7,399
6	30,106	7,470
7	35,203	7,970
8	38,307	8,274
9	30,949	7,553

**EXHIBIT E**

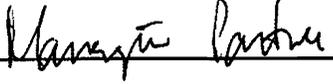
**Unconditional Agreement and Consent**

Pursuant to Section Four of Long Grove Ordinance No. 2007-O-03, and to induce the Village of Long Grove to grant the approvals provided for in such Ordinance, the undersigneds acknowledge for themselves and their successors and assigns in title to the Property that they

1. have read and understand all of the terms and provisions of Ordinance No. 2007-O-03;
2. hereby unconditionally agree to accept, consent to, and abide by all of the terms, conditions, restrictions, and provisions of this Ordinance, the Preliminary PUD Approval, the Long Grove Zoning Code, and all other applicable codes, ordinances, rules, and regulations;
3. acknowledge and agree that the Village is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's issuance of any permits for the use of the Property, and that the Village's issuance of any permit does not, and shall not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time;
4. acknowledge that the public notices and hearings have been properly given and held with respect to the adoption of the 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;
5. agree to and does hereby hold harmless and indemnify the Village, the Village's corporate authorities, and all Village 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 Village's adoption of the Ordinance granting the approvals to the Applicant pursuant to the Ordinance; and
6. represent and acknowledge that the persons signing this Unconditional Agreement and Consent are duly authorized to do so on behalf of the Applicant of the Property.

**FIDELITY WES OF EASTGATE, INC.**

By: 

Its: 

ATTEST:

