

Exhibit Index

Exhibit A	Copies of emails LFA/AW
Exhibit B	Reciprocal Easement Agreement (REA)
Exhibit C	First Amendment to REA
Exhibit D	Declaration of Preservation Restrictions (DPR)
Exhibit E	First Amendment to DPR
Exhibit F	Reciprocal Easement Agreement Summary
Exhibit G	First Amendment to REA Summary
Exhibit H.....	Declaration of Preservation Restrictions Summary
Exhibit I	First Amendment to DPR Summary
Exhibit J.....	AW Memorandum, dated October 1, 2009
Exhibit K	Illinois Route 60 Traffic Accident Reports (12.26.2009)



Fwd: mowing the southern berm in LFA?AW property1 message

From: nancy coolley <necoolley@yahoo.com>
Date: May 12, 2015 at 9:41:23 AM CDT
To: Marlatt John <jmarlatt@gmail.com>, Kelly Mede <kmede@lfanet.org>, Danny Volbrecht <dvolbrecht@lfanet.org>, Andrew Kerr <akerr@lfanet.org>
Cc: Tom Crawford <tcrawford@marianilandscape.com>, Chris Russo <crusso@marianilandscape.com>, Desmond JoAnn <j.desmond@comcast.net>, Nancy Coolley <necoolley@yahoo.com>, Ken Metz <kmetz@bcmlltd.com>
Subject: mowing the southern berm in LFA?AW property
Reply-To: nancy coolley <necoolley@yahoo.com>

Note to all, I talked with Scopelliti this am, and he said AW has always mowed this berm. Desmonds didn't realize this was Joe's crew, it was done on a different day.
Sorry LFA, we just didn't know and never talked to Mariani about it. It was not written down anywhere.

We are asking Mariani to begin this mowing right now. They also forgot to do the back grass strip last week and promised to do that this week.
Sorry for the confusion on mowing.
Nancy

Nancy Coolley
necoolley@yahoo.com
847-295-5847
847-295-5867 fax
847-494-6263 cell

From: Andrew Kerr <akerr@lfanet.org>
To: Desmond JoAnn <j.desmond@comcast.net>
Cc: Marlatt John <jmarlatt@gmail.com>; Kelly Mede <kmede@lfanet.org>; Danny Volbrecht <dvolbrecht@lfanet.org>; nancy coolley <necoolley@yahoo.com>
Sent: Monday, May 11, 2015 5:31 PM
Subject: Re: Spruces and Techny Arborvitae

JoAnn,

Thank you,
Andy

Andrew D. Kerr
Chief Administrative Officer
Lake Forest Academy | www.lfanet.org
1500 West Kennedy Road, Lake Forest, IL 60045
[847-615-3233](tel:847-615-3233)
akerr@lfanet.org

Andy,
I can be available to meet any time tomorrow morning, please let me know what time is best for the others. As for mowing the berm near Eagle Lake, in the last 20 years that I have lived here I have personally observed only LFA mowing the berm behind Yale Ct. and the AWWHA landscaper (Scopelliti) mowing the bottom portion adjacent to homeowner properties. I'm not sure about the source of your information but we can discuss this when we meet.

Thank you,
JoAnn

On May 11, 2015, at 4:59 PM, Andrew Kerr <akerr@lfanet.org> wrote:

Hello everyone.

Our only drawing of the berm has a resolution too small to make marking the locations of five Norway Spruces, meaningful. Therefore, we will be going out to the berm tomorrow morning (Tuesday, May 12) to mark where we plan to put the Norway Spruces. The Techny Arborvitae will be replacing "bad" trees that we will remove. We would love to have JoAnn and Nancy view these spruce locations and provide their input. We will be going to the nursery tomorrow (Tuesday, May 12) evening in the hopes of picking up five (5) spruces and six (6) arborvitae. This is contingent upon the nursery's ability to pluck the trees and ball the roots. Weather permitting we will plant these trees shortly after we return to campus.

It is important to note that LFA has not mowed or pruned or landscaped the berms along our field since their installation by Bob Shaw and the school in 1994/1995. These have recently been maintained by Scopeletti. We have not discussed changing this procedure. As this is not a part of the conservation easement. This was an agreement first entered into by Scotty Woods (AWHA) and

Karl Gedge (LFA) and we have continued to honor that agreement.

So, the area beneath the trees was not shaped by LFA and the mowing has not been done by LFA. When we install the Norway Spruces, we will be happy to provide a very wide dirt/mulch base so that no mower has to come close to the bottom branches, whoever is doing the mowing.

We will widen the dirt base of the other arborvitae, planted last summer, to insure we are not mowing near the lower branches on the baseball field side of the tree line. While those trees were not planted in the ideal time of year, they were planted as quickly as we could accommodate this after the agreement and direction to use the trees to block the field.

If you have any questions, please contact me. If you want to set a time to meet on the berm, so that it is convenient for JoAnn and Nancy, please call Kelly Mede at 847-997-3176.

Regards,
Andy

Andrew D. Kerr
Chief Administrative Officer
Lake Forest Academy | www.lfanet.org
1500 West Kennedy Road, Lake Forest, IL 60045
847-615-3233
akerr@lfanet.org



Fwd: Spruces and Techny Arborvitae3 messages

From: Kelly Mede <kmede@lfanet.org>
Date: May 15, 2015 at 5:51:51 AM CDT
To: John Marlatt <jmarlatt@gmail.com>
Cc: "dvolbrecht@lfanet.org" <dvolbrecht@lfanet.org>, Andy Kerr <akerr@lfanet.org>
Subject: Re: Spruces and Techny Arborvitae

With the intent in mind to block the view for the homes to the baseball field, I would say yes. If it were not for the complaints from the homeowners in that section of the subdivision, additional trees would not have been placed on the berm at all. I think placing them on the berm as they are, it keeps Academy Woods happy and it will keep, hopefully, the complaints down in the future.

Thank you,
Kelly

Kelly L. Mede
Director of Facilities
Lake Forest Academy
[847-997-3176](tel:847-997-3176) (Cell)
[847-615-3252](tel:847-615-3252) (Office)
[847-615-4848](tel:847-615-4848) (Fax)

On Fri, May 15, 2015 at 12:29 AM, John Marlatt <jmarlatt@gmail.com> wrote:

Hi Kelly,

Thanks for the update. Do you think they were appropriately placed?

Best,

John

Sent from my iPad

On May 14, 2015, at 7:59 PM, Kelly Mede <kmede@lfanet.org> wrote:

Just wanted to send an update. The 5 Norway spruces were installed today with Joann's oversight so she is completely satisfied with their placement. We will install other replacement trees after graduation

Thank you,

Kelly.

Sent from my iPhone

On May 12, 2015, at 6:59 PM, "jsmarlatt@gmail.com" <jsmarlatt@gmail.com> wrote:

Hi Kelly and Danny,
Thanks to you both for your work and Kelly for your lengthy email regarding your conversation this morning from the folks at AW. I think you handled a difficult situation extremely well. You have my full support for planting the spruce as you see fit as well a show to handle the arbs. Finally, I appreciate your keeping our priority on LFA with its upcoming graduation as you time this work. School comes first.

Thanks again for your good work!

Best,

John

Sent from my iPhone

On May 12, 2015, at 9:08 AM, Kelly Mede <kmede@lfanet.org> wrote:

All,

Just wanted to document the meeting Danny and I had this morning with JoAnn Desmond and Nancy Cooley (and then another homeowner who lives to the west of JoAnn who wandered out).

We met out at the berm area at 8:00 am. We discussed with them that we had purchased 5 of the Norway Spruce trees that we are going to plant on the berm behind JoAnn's house. JoAnn invited us onto her porch so we could see her view from there - when she looks out she sees the baseball fence. All of the women commented on the orange cap on the fence and inquired when it would be removed. I told them that it would come down sometime in the fall after all of the sports were concluded, probably sometime in October. Both JoAnn and Nancy commented on the maintenance of the berm and the fact that the LFA crew mows the berms. I told them that it has not been my crew that mows this, that we mow to the bottom of the berm and then out into the flat areas. Both Nancy and JoAnn were adamant and JoAnn was pretty much right in my face and said she has sat out there on her porch for years watching my crew mow the berms. I nicely told her that I have been with the Academy for the past 17 years and in no time during that time has my crew mowed that area. JoAnn said she would check with their former landscaper and get back to me. However, at least 2-3 more times during our 30 minute conversation JoAnn said that it was my crew that mowed the berms. Danny began painting out the areas where the new Norway Spruce would be planted, trying to block her view of the baseball field as best possible. One of the areas was too far to the east and

she said she wanted that one moved as it would block her view of the lake. Danny moved it to the west further and then proceeded to paint out the rest of them. JoAnn had issues with most of the areas he suggested, one of them being right up next to an existing tree. I reminded her that the Norway Spruces would grow to 25' in diameter and JoAnn stated, "not in my lifetime". I reminded her that we need to make sure we do not plant them too close together so that they crowd one another out and that over time they would fill in. Nancy very coolly whipped out her print out of the Norway Spruce and said they grow to about 100' tall and 25' in diameter and they can grow from 13" - 24" each year. I confirmed with her that this is the reason we cannot plant them too closely together.

We spent some time explaining to them that we will be replacing the Techny with Techny where the others had been chewed on by the deer. I informed her that we would be replanting the ones we take out on the Academy's property as they will likely fill in again in the future. There is already new growth coming out. JoAnn said that we should not be planting Techny there again as they are not deer resistant and that is why they died in the first place. We told her that we would be fencing them off in the fall for the winter months so the deer cannot get close to them. They said that we should plant Junipers there instead, but we did not commit to doing anything at this time. JoAnn said we needed to remove the trees that are at the outfield fence and we need to move them closer to the fence. We did not commit to this either and said we would take a look after the Spruce trees are installed.

The women asked when this would all be done and I told them that we were picking up the trees tomorrow possibly and would work on getting them in place as we can. I told them that we have graduation in a few weeks and our first priority was to ensure our campus was in great shape before we could commit to doing any of the work on the berms and with the other trees. I also explained that with the cold weather, we were not running into any issues with planting time.

We left the meeting with the understanding that we would plant the Norway Spruce trees on the berm first and then we would reassess to see what else is needed. They all agreed that this was a good plan.

I will keep everyone posted as we move forward.

Thank you,

Kelly L. Mede
Director of Facilities
Lake Forest Academy
847-997-3176 (Cell)
847-615-3252 (Office)

847-615-4848 (Fax)

----- Forwarded message -----

From: **Desmond JoAnn** <j.desmond@comcast.net>
Date: Mon, May 11, 2015 at 6:24 PM
Subject: Re: Spruces and Techny Arborvitae
To: Coolley Nancy <necoolley@yahoo.com>
Cc: Kerr Andy <akerr@lfanet.org>, Marlatt John <jmarlatt@gmail.com>, Kelly Mede <kmede@lfanet.org>, Danny Volbrecht <dvolbrecht@lfanet.org>

My understanding from Tom Crawford (Mariani) is that Juniper would go best along the fence line on the east side where it is more open to deer and the Norway Spruce would do fine on the berms. He would not recommend replacing the arborvitae on the east side with more arborvitae because the deer like them...even the resistant type. He did indicate that the arborvitae that have died off along the third baseline should be replaced with more deer resistant arbor vitae because anything else won't fit in with what has been planted.

We can discuss more tomorrow morning...

On May 11, 2015, at 6:07 PM, nancy coolley <necoolley@yahoo.com> wrote:

Great. I can be there, BUT are you sure you want to plant more "Techney" arborvitae? Those are the ones that we were told to avoid. There are other types of arborvitae. And the more they are in the open, the more likely they will be eaten. See yellow in Kelly's first note.

My understanding is that of JoAnn's, we mow and maintain the area right off the homeowners property and the mowing just is blended together between your guys and ours. Seems to me the berms are pretty far into the school's property, but we can look this over tomorrow am.

Has anyone researched how wet the roots can be of the Norway Spruce? That area is a flood plain and when the City expert placed those tree stakes last

year, he avoided the flood plain. When Jim LFA planted the trees he moved them back where he wanted them. Some trees die after a season or two of wet roots.

Nancy

Nancy Coolley
necoolley@yahoo.com
847-295-5847
847-295-5867 fax
847-494-6263 cell

From: Andrew Kerr <akerr@lfanet.org>
To: Desmond JoAnn
<j.desmond@comcast.net>
Cc: Marlatt John
<jsmarlatt@gmail.com>; Kelly Mede
<kmede@lfanet.org>; Danny Volbrecht
<dvolbrecht@lfanet.org>; nancy coolley
<necoolley@yahoo.com>
Sent: Monday, May 11, 2015 5:31 PM
Subject: Re: Spruces and Techny Arborvitae

JoAnn,
Kelly Mede and Danny Volbrecht will meet you out on the berm at 8:00 am, tomorrow, Tuesday, May 12.
Thank you,
Andy

Andrew D. Kerr
Chief Administrative Officer
Lake Forest Academy |
www.lfanet.org
1500 West Kennedy Road, Lake Forest, IL 60045
847-615-3233
akerr@lfanet.org

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JUL 8 1993

RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement is made as of the 1st day of June, 1993, by and between LAKE FOREST ACADEMY, an Illinois not for profit corporation ("Academy"), and HARRIS BANK GLENCOE-NORTHBROOK, as Trustee under a Trust Agreement dated June 1, 1993 and known as Trust No. L-531 ("Trustee"). Academy Woods, Ltd., an Illinois corporation ("AWL"), which is the beneficiary under said Trust No. L-531, and Academy Woods Homeowners Association, an Illinois not for profit corporation ("Association"), have joined in the execution of this Agreement for the purposes described herein.

WITNESSETH:

A. The Academy is the legal owner of certain real property located in the City of Lake Forest, County of Lake, State of Illinois, and legally described in Exhibit A attached hereto ("Parcel A");

B. Trustee is the legal owner of certain real property, adjacent to Parcel A, located in the City of Lake Forest, County of Lake, State of Illinois, and legally described in Exhibit B attached hereto ("Parcel B");

C. AWL intends to develop Parcel B as a residential subdivision containing not more than seventy-seven (77) single family residences, and the Association has been established as the homeowners association for said subdivision, the members of which shall be all of the owners of such residences (a reduced copy of the plat of subdivision of Parcel B is attached hereto as Exhibit C); and

D. The parties hereto desire to provide for certain mutual access and utility easements over Parcels A and B.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties hereby agree as follows:

This Instrument Prepared by
(and return after recording to):
Michael F. Csar, Esq.
Wilson & McIlvaine
500 W. Madison St., Suite 3700
Chicago, Illinois 60661

ARTICLE I

Easements Granted

1.1 Permanent Access Road. The parties hereto intend to cause to be constructed a roadway (the "Access Road"), twenty-three (23) feet two (2) inches in width, extending northerly from Route 60 into Parcel A, across Parcel A into Parcel B, and across Parcel B and connecting with the Academy's private road system on Parcel A, generally as depicted in the drawing attached hereto as Exhibit D. The portion of the Access Road located on Parcel A and south of the southern boundary of Parcel B is herein referred to as the "Southern Portion Access Road"; and the portion of the Access Road located on Parcel B is herein referred to as the "Northern Portion Access Road." Upon completion of construction of the Access Road, at the request of the Academy or the Trustee, a plat with a legal description of the Access Road (showing and legally describing separately the Southern Portion Access Road and the Northern Portion Access Road) shall be prepared by a licensed surveyor and recorded as a supplement to this Agreement. The Academy and Trustee shall share equally the cost of the preparation and recordation of such plat and supplement.

1.2 Reciprocal Grant of Access Easement.

(a) The Academy hereby grants to Trustee, its successors and assigns, as an easement appurtenant to Parcel B and for the benefit of the owners, users, and occupiers thereof from time to time (a) a perpetual, non-exclusive easement for pedestrian and vehicular traffic, for ingress and egress to and from Parcel B, over and across the Southern Portion Access Road, and (b) a perpetual, non-exclusive easement for the construction, maintenance, repair, and replacement of the Access Road over and across the Southern Portion Access Road and, to the extent reasonably necessary for such construction, maintenance, repair, and replacement, over such portion of Parcel A immediately adjacent to the Southern Portion Access Road as may be reasonably necessary for staging and access and handling of equipment. The Academy reserves the right at any time and from time to time to relocate the Southern Portion Access Road located on Parcel A provided that (i) the Academy shall bear the cost of removing such portion of the Southern Portion Access Road and constructing the relocated easement, and (ii) the relocated easement and Southern Portion Access Road shall continue to connect with the Northern Portion Access Road located on Parcel B.

(b) Trustee hereby grants to the Academy, its successors and assigns, as an easement appurtenant to Parcel A and for the benefit of the owners, users, and occupiers thereof from time to time (a) a perpetual, non-exclusive easement for pedestrian and vehicular traffic, for ingress and egress to and from Parcel A, over and across the Northern Portion Access Road and (b) a perpetual, non-

exclusive easement for the construction, maintenance, repair, and replacement of the Access Road over and across the Northern Portion Access Road and, to the extent reasonably necessary for such construction, maintenance, repair, and replacement, over such portion of Parcel B immediately adjacent to the Northern Portion Access Road as may be reasonably necessary for staging and access and handling of equipment.

(c) In the event that the Academy shall elect to relocate a portion of the Access Road as provided above, the Trustee shall cooperate in taking all steps necessary or appropriate to accomplish said relocation, including the amendment of this Agreement to substitute the description of the relocated Access Road.

1.3 Reciprocal Grant of Utilities Easements.

(a) The Academy hereby grants to Trustee, its successors and assigns, as an easement appurtenant to Parcel B and for the owners, users, and occupiers thereof from time to time and for public and private providers of utilities to Parcel B, a perpetual, non-exclusive easement for the construction, maintenance, repair, and replacement of underground electric, gas, water, sewer, telephone, and other communication lines over, across, and under the Southern Portion Access Road and an area thirteen (13) feet in width on either side of such portion of the Southern Portion Access Road.

(b) Trustee hereby grants to the Academy, its successors and assigns, as an easement appurtenant to Parcel A and for the owners, users, and occupiers thereof from time to time and for public and private providers of utilities to Parcel A, a perpetual, non-exclusive easement for the construction, maintenance, repair, and replacement of underground electric, gas, water, sewer, telephone, and other communication lines over, across, and under the Northern Portion Access Road and an area thirteen (13) feet in width on either side of the Northern Portion Access Road.

(c) The Academy hereby grants to Trustee, its successors and assigns, as easements appurtenant to Parcel B and for the owners, users, and occupiers thereof from time to time and for public and private providers of utilities to Parcel B: (1) a perpetual, non-exclusive easement for the construction, maintenance, repair, and replacement of underground stormwater sewer lines under portions of Parcel A, each such easement area being ten (10) feet in width, located approximately as shown on Exhibit D (i.e. (i) from the lot line between Lots 70 and 71 and running south to East Lake; (ii) from the lot line between Lots 9 and 10 and running north to the detention pond described in Section 1.4 below; and (iii) from the lot line between Lots 21 and 22 and running westerly and southwesterly across Parcel A); and (2) a perpetual, non-exclusive easement for the construction, maintenance, repair and replacement of underground water lines under portions of Parcel A, each such

easement area being ten (10) feet in width, located approximately as shown on Exhibit D (i.e. (i) from the lot line between Lots 22 and 23 and running generally westerly across Parcel A; and (ii) from the lot line between Lots 62 and 63 and running generally westerly across Parcel A). The Academy reserves the right at any time and from time to time to relocate all or any portion of the foregoing stormwater sewer lines and water lines and the related easements on Parcel A provided that (A) the Academy shall bear the cost of removing the then existing lines and constructing the relocated lines; (B) the relocated easement and lines shall continue to connect with the lines then existing on Parcel B (to the extent such lines were connected prior to such relocation); and (C) such relocation of lines shall not have any material detrimental effect upon the operation of the lines.

(d) Trustee hereby grants to the Academy, its successors and assigns, as a right and easement appurtenant to Parcel A and for the owners, users and occupiers thereof from time to time and for public and private providers of utilities to Parcel A: (1) the perpetual right to connect into and use the stormwater sewer lines and water lines to be constructed by Trustee (or AWL or their successors) on Parcel A as described in the preceding paragraph (c); (2) the perpetual right and easement for the maintenance, repair and replacement of underground stormwater sewer lines and water lines over such portions of Parcel B, each such easement area being ten (10) feet in width, as may be determined by Trustee or AWL in connection with the development of AWL's Academy Woods Subdivision (the preliminary plan for such lines being shown on Exhibit D). Trustee reserves the right at any time and from time to time to relocate all or any portion of such stormwater sewer lines and water lines and the related easements on Parcel B, provided that (A) Trustee shall bear the cost of removing the then existing lines and constructing the relocated lines; (B) the relocated easement and lines shall continue to connect with the lines then existing on Parcel A (to the extent such lines were connected prior to such relocation); and (c) such relocation of lines shall not have any material detrimental effect upon the operation of the lines.

(e) The parties acknowledge and agree that it is currently their intent that an integrated looped water system be constructed to serve both Parcel A and Parcel B. The parties agree to cooperate in all reasonable ways and coordinate their efforts with respect to the installation of such system. The parties shall by separate agreement provide for the payment of the cost of constructing and installing such system.

(f) The exact location of the stormwater sewer lines and water lines described in this Section 1.3 and the detention pond described in Section 1.4 shall be established by the as-built engineering plans submitted by AWL to the City of Lake Forest, and AWL agrees to deliver to the Academy a duplicate copy of such as-

built plans; provided that either the Academy or AWL may, at its election and its own cost and expense, upon prior written notice to the other party, cause to be prepared by a licensed surveyor and recorded as a supplement to this Agreement a plat showing any or all of such stormwater sewer lines, water lines and detention pond. The Academy hereby grants Trustee and AWL and their agents and contractors an easement to go upon Parcel A, upon prior written notice to the Academy, for the purpose of causing any such as-built engineering plans and surveys to be prepared.

1.4 Detention Pond. The Academy hereby grants to Trustee, its successors and assigns, as an easement appurtenant to Parcel B and for the owners, users and occupiers thereof from time to time, a perpetual, non-exclusive easement for the construction, maintenance, repair and replacement of a stormwater detention pond, approximately 0.5 acres in surface area (at normal water elevation), on a portion of Parcel A located north of Parcel B approximately in the location shown on Exhibit D. The Academy reserves the right, in common with Trustee, to drain stormwater into such detention pond.

1.5 Temporary Construction Road.

(a) Also generally depicted in the drawing attached hereto as Exhibit D is the existing access road extending from Route 60 into Parcel A, from Parcel A into Parcel B, and across Parcel B and connecting with the Academy's private road system on Parcel A (herein referred to as the "Existing Road").

(b) The Academy hereby grants to Trustee, its successors and assigns, as an easement appurtenant to Parcel B, a temporary non-exclusive easement for vehicular and pedestrian traffic, for ingress and egress to and from Parcel B, over and across such portion of the Existing Road as is located on Parcel A and south of Parcel B. Said temporary easement shall be used only in connection with the development and construction of Parcel B as a residential subdivision and shall terminate when the Access Road is completed to an extent suitable for its use for vehicular and pedestrian access to and from Parcels A and B.

(c) If the Academy and AWL mutually determine in their reasonable judgment that the existing service road running along the eastern border of Parcel A parallel to the Chicago, Milwaukee, St. Paul and Pacific Railroad is suitable as a temporary construction road, then the foregoing temporary construction road easement shall be relocated from the Existing Road to such existing service road; and Trustee, AWL and the Academy shall take all steps necessary or appropriate to accomplish such relocation, including the preparation and recordation of a supplement to this Agreement.

(d) Trustee hereby grants to the Academy, its successors and assigns, as an easement appurtenant to Parcel A, a temporary, non-

exclusive easement for vehicular and pedestrian traffic, for ingress and egress to and from Parcel A, over and across such portion of the Existing Road as is located on Parcel B. Said temporary easement shall terminate when the Access Road is completed to an extent suitable for its use for vehicular and pedestrian access to and from Parcels A and B.

1.6 Temporary Utility Easements.

(a) Trustee hereby grants to the Academy, its successors and assigns, a temporary, non-exclusive easement for the maintenance, repair and replacement of existing electric, gas, water, sewer, telephone, and other communication lines over, across and under Parcel B, generally in the location of the Existing Road. Said temporary easement shall terminate when such existing utility lines have been relocated along the Access Road, or at such other time as may be mutually agreed in writing by the Academy and Trustee.

(b) Trustee hereby grants to the Academy, its successors and assigns a temporary, non-exclusive easement for the maintenance and repair of the existing private sanitary sewer line in the northeast portion of Parcel B (generally in the location of Lots 8, 9, and 10 as shown on Exhibit C) running to the Academy's private waste treatment center located northeast of Parcel B. Such easement shall terminate at such time that the Academy has abandoned the use of such line. In addition, the Academy agrees: (1) at any time after the closing by AWL of the sale of the first ten (10) "Home Units," as defined in that certain Real Estate Purchase and Sale Agreement dated as of January 5, 1993, as amended by First Amendment dated June 1, 1993 (the "Purchase Agreement") and the payment to the Academy of the "Release Sums," as defined in the "Purchase Money Mortgage" delivered pursuant to the Purchase Agreement, in respect of such ten (10) Home Units, AWL may at its option give written notice to the Academy to abandon or replace/relocate such sanitary sewer line off Parcel B, and within ninety (90) days after delivery of such notice, the Academy shall either abandon such sewer line or commence the replacement/relocation of such line off Parcel B and thereafter diligently proceed with such replacement/relocation; and (2) if AWL desires to replace/relocate such sanitary sewer line prior to the closing of the sale of ten (10) Home Units and the payment of the Release Sums in respect thereof to the Academy, then AWL may advance such sums, up to \$450,000, as required to cause such replacement/relocation to be accomplished, and any such advance shall be repaid out of the Release Sums payable from the first ten (10) Home Units (whether occurring before or after such advance by AWL), subject and subordinate to the payment from such Release Sums of up to \$300,000 to AWL, pursuant to the Purchase Agreement, for advances made by AWL to the Academy for the construction of "Academy Improvements" (as defined in the Purchase Agreement) and additional off-site improvements as described in the Purchase Agreement.

(c) The Academy hereby grants to Trustee, its successors and assigns a temporary, non-exclusive easement for the maintenance, repair and replacement of existing electric, gas, water, sewer, telephone and other communication lines over, across and under Parcel A, generally in the location of the portion of the Existing Road located south of Parcel B. Said temporary easement shall terminate when such existing utility lines have been relocated along the Access Road, or at such other time as may be mutually agreed in writing by the Academy and Trustee.

(d) It is the intent of the parties that Parcel A and Parcel B shall be at all times served by utilities, and the parties agree to use their best efforts and to cooperate in all reasonable ways to prevent any interruption of service.

ARTICLE II

Construction and Maintenance; Indemnities

2.1 Construction of Access Road; Relocation of Utilities.

(a) It is contemplated that AWL will construct the Southern Portion Access Road and that AWL will also relocate existing utilities from the portion of the Existing Road on Parcel A to the Southern Portion Access Road, as part of the infrastructure work described in the Purchase Agreement. AWL will construct the Northern Portion Access Road on Parcel B and relocate existing utilities from the portion of the Existing Road on Parcel B to the Northern Portion Access Road on Parcel B as part of its development of Parcel B. (All such work described in this paragraph (a) relating to the construction of the Access Road and the relocation of utilities is herein referred to as the "Work".)

(b) AWL shall be responsible for the cost of the Work on Parcel A to the extent specified in the Purchase Agreement and shall be responsible for the cost of all Work on Parcel B. The Academy shall be responsible for the cost of the Work on Parcel A in excess of the amount that is specified by the Purchase Agreement to be AWL's responsibility.

(c) Prior to commencing any of the Work, AWL shall have obtained all necessary governmental approvals and permits (which the Academy may inspect at AWL's offices) and shall provide the Academy, for the Academy's prior written approval (which approval shall not be unreasonably withheld or delayed), with (i) plans and specifications for the Work; (ii) a proposed construction schedule; and (iii) evidence of the following insurance naming the Academy as an additional insured: comprehensive general liability with limits not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 products and completed operations aggregate; and automobile liability insurance with limits not less than \$1,000,000 combined single limit for bodily injury and

property damage. All Work shall be performed in a good and workmanlike manner and as expeditiously as possible once the Work has been commenced.

(d) Trustee and AWL shall indemnify, defend, and hold harmless the Academy, its trustees, officers, agents, and employees from and against any and all claims, liabilities losses, damages, costs, and expenses (including attorneys' fees) arising from or in connection with the performance of the Work; provided that the foregoing shall not provide indemnification to any party for its own negligence or intentional acts. In furtherance of the foregoing indemnity, AWL shall have the right, subject to the reasonable approval of the Academy, to select and hire counsel to defend the Academy; and AWL shall have the right to direct such litigation subject to the reasonable approval of the Academy as to significant or strategic decisions and provided such litigation is conducted in a competent and professional manner.

2.2 Maintenance of Access Road. After completion of the initial construction of the Access Road, the Academy shall, at its cost and expense, maintain the Access Road in a good and safe condition, free of ice and snow, in conformity with applicable legal requirements and in accordance with performance and economic standards mutually acceptable to the Academy and the Association (approval of which shall not be unreasonably withheld by either the Academy or the Association). If the Academy fails to so maintain the Access Road in accordance with such standards, then the Academy and the Association shall jointly select a contractor and negotiate a contract for the maintenance of the Access Road; and such contractor and the terms of such contract shall be subject to the reasonable approval of the Academy and the Association. In any event, the Academy, the Trustee and the Association shall share the costs of such maintenance as follows: two-thirds (2/3) shall be borne by the Academy and one-third (1/3) by Trustee and the Association. Notwithstanding the foregoing, AWL shall warrant the completed Access Road to be free from defects in design and construction for a period of two (2) years from the date of substantial completion and shall pay for all costs and expenses of remedying any such defects of which the Academy delivers written notice during said two (2) year period. Trustee and AWL shall not be responsible for any costs relating to the maintenance of the Academy's private roadway system west of Parcel B into which the Access Road connects.

2.3 Landscaping Along Access Road. The Academy and the Association shall jointly select a landscape contractor and negotiate a landscape contract for the maintenance of the landscaping along the Access Road (including the entrance at Route 60); and such contractor and the terms of such contract shall be subject to the reasonable approval of the Academy and the Association. The Academy, the Trustee and the Association shall share the costs of such landscape maintenance as follows: two-

thirds (2/3) shall be borne by the Academy and one-third (1/3) by Trustee and the Association.

2.4 Maintenance of Stormwater Sewer Lines and Water Lines.

(a) Trustee shall at its cost and expense maintain, repair and replace as necessary, so as to keep in good order and repair and in compliance with all legal requirements: (1) all stormwater sewer lines and water lines located on Parcel B; (2) the stormwater sewer line running from the southern boundary of Parcel B (approximately in the location of the lot line between Lots 70 and 71) southerly across Parcel A to East Lake; and (3) the stormwater sewer line running from the northern boundary of Parcel B (approximately in the location of the lot line between Lots 9 and 10) northerly across Parcel A into the detention pond described in Section 1.4. Notwithstanding the foregoing, Trustee shall be relieved from responsibility for the maintenance, repair and replacement of any stormwater sewer line and any water line if and when such responsibility is assumed by the Association as part of the common area responsibilities on Parcel B; and both Trustee and the Association shall be relieved from responsibility for the maintenance, repair and replacement of any stormwater sewer line and any water line that is dedicated to and accepted by the City of Lake Forest or other appropriate governmental authority.

Now ?
City?

(b) The Academy shall at its cost and expense maintain, repair and replace as necessary, so as to keep in good order and repair and in compliance with all legal requirements, all water lines located on Parcel A; provided that the Academy shall be relieved from responsibility for the maintenance, repair and replacement of any water line that is dedicated to and accepted by the City of Lake Forest or other appropriate governmental authority.

Now ?
City?

2.5 Maintenance of Detention Pond. The Academy shall maintain and repair, so as to keep in good order and condition and in compliance with all legal requirements, the stormwater detention pond described in Section 1.4; and the cost of such maintenance, repair and replacement shall be allocated and borne equally by the Academy and Trustee.

2.6 Default Notice. If at any time any party shall not proceed diligently with any maintenance, repair or replacement as required hereby, then (i) the non-defaulting party may give written notice to the defaulting party specifying the matter or matters as to which such work has not proceeded, and (ii) if, upon the expiration of thirty (30) days after the receipt of such notice (except in an emergency situation, in which event no notice shall be required), any such maintenance is still not proceeding, then the party giving such notice may perform such work, and the reasonable and necessary costs of such work shall be paid as set forth above in this Article II. In an emergency situation, the

party performing such work shall attempt to notify the other party verbally prior to performing such work. Any party upon whose property such work is performed shall have the right to examine the maintenance records of the party performing such work in order to verify the costs thereof.

2.7 Assumption by Association. The Association hereby assumes and agrees to perform all obligations of Trustee with respect to the maintenance, repair and replacement of easement areas, the Access Road, landscaping, utility lines, detention pond and other matters as provided by this Article II, including without limitation the obligation to pay Trustee's share of such maintenance, repair and replacement as provided in this Article II.

2.8 Mutual Indemnities.

(a) The Academy shall indemnify, defend and hold harmless Trustee, the Association and AWL, and their respective trustees, directors, officers, agents and employees from and against any and all claims, liabilities, losses, damages, costs and expenses (including attorneys' fees) resulting from any damage to property or injury to person to the extent caused by the Academy, its employees, contractors or agents in the performance of any maintenance, repair or replacement work pursuant to this Article II.

(b) Trustee and the Association shall indemnify, defend and hold harmless the Academy and its trustees, directors, officers, agents and employees from and against any and all claims, liabilities, losses, damages, costs and expenses (including attorneys' fees) resulting from any damage to property or injury to person to the extent caused by Trustee or the Association, their employees, contractors or agents in the performance of any maintenance, repair or replacement work pursuant to this Article II.

ARTICLE III

Enforcement and Liens

3.1 Enforcement; Default; Interest. In the event of a default in the performance of any obligation under this Agreement, if such defaulting party does not cure such default within thirty (30) days after receipt of a written notice from the other party specifying the default, or if such default is of a non-monetary type and is of such a nature that it cannot be cured within such thirty (30) day period and the party claimed to be in default does not undertake to cure such default within such thirty (30) day period or fails to continue diligently to cure such default, the notifying party shall have the right, but not the obligation, to the extent practicable, to cure such default. The defaulting party shall promptly repay, on demand, to the party curing such default,

the defaulting party's share of the amounts reasonably expended by the other party in curing such default, after receipt by the defaulting party of a written statement reasonably detailing such expenditures. If at any time a defaulting party fails, within thirty (30) days after written notice or demand to pay any amount due to the other party pursuant to the terms of this Agreement, then such amount due and owing shall bear interest from the due date thereof until the date paid at the rate of two percent (2%) plus the prime rate of interest from time to time announced by the Harris Trust and Savings Bank (or any similar or successor banking institution located in Chicago if the Harris Trust and Savings Bank ceases to exist or operate).

3.2 Lien Rights.

(a) In addition to any other rights and remedies provided hereunder or at law or in equity, a party curing another party's default or a party to whom any payments are due and owing hereunder (after the expiration of applicable grace and cure periods, if any) shall also have the right to place a lien against the defaulting party's property in the amount due from the defaulting party. Any lien under this Article III shall not be valid or effective unless, prior to the recording thereof, the party claiming such lien shall have given to the other party at least ten (10) days prior written notice of the intent to claim and file such lien, which notice shall state the nature and estimated amount of such claim; provided such notice may, but need not, be given simultaneously with the thirty (30) day notice described in Section 3.1 hereof; and provided further that notice of any claim for lien against Parcel B shall be effective if given (i) to the Association and (ii) so long as AWL beneficially owns twenty percent (20%) or more of the lots in Parcel B, also to AWL. Subject to the required delivery of notice as described above, all liens under this Article III shall arise immediately upon the recording by the claiming party of a notice thereof with the Lake County Recorder of Deeds and may be enforced by a proceeding at law or in equity to foreclose such lien or by any procedure available by statute or at law or in equity. As a part of such claim, the party enforcing such lien, if it prevails in such litigation, shall be entitled to the recovery of costs and reasonable attorneys' fees incurred as a result of such enforcement.

(b) Any lien under this Article III shall, at all times, be subject and subordinate to the lien of any mortgage or any other security interest which, at the time of recording of such lien, is then of record against the real estate against which such lien is recorded. In addition, notwithstanding anything to the contrary contained herein, no lien under this Article III shall be valid or effective against any interest in Parcel A or Parcel B acquired by a bona fide purchaser for value (not controlling, controlled by or under common control with the transferor) to the extent of any claimed default (on which a lien claim under this Article III may

be asserted) occurring before the date of recording of the deed effecting such transfer to such bona fide purchaser (or, in the case of a transfer by an assignment of beneficial interest in a land trust, before the date such assignment is lodged with the land trustee) unless such lien claim shall have been recorded at least fourteen (14) days prior to the date of recording of the deed effecting such transfer (or, in the case of a transfer by an assignment of beneficial interest in a land trust, at least fourteen (14) days prior to the date such assignment is lodged with the land trustee). It is also acknowledged and agreed that in the event of any default by Trustee, AWL or the Association under the terms of this Agreement giving rise to a lien claim in favor of the Academy, such lien shall attach to and may be enforced against all of Parcel B; provided, however, with respect to improved individual lots with residences owned by individual homeowners, the portion of the lien claim attaching to each such lot shall be limited to the percentage interest in the Association represented by such lot. In the event of any default by the Academy under the terms of this Agreement giving rise to a lien claim in favor of Trustee, AWL or the Association, such lien shall attach to and may be enforced against all of Parcel A except as otherwise provided in Section 3.4.

3.3 Effect Upon AWL and The Association. To the extent of the obligations imposed upon AWL by Article II, the provisions of this Article III shall be applicable to AWL and its property, and to the extent of the obligations imposed upon the Association by Article II, the provisions of this Article III shall be applicable to the Association and its property; provided, however, that in no event shall any lien be imposed upon or attach to any property of AWL or the Association except Parcel B and their respective legal and beneficial interests therein.

3.4 Potential Future Division of Parcel A. Notwithstanding anything to the contrary contained herein, if at any time the Academy sells a portion of Parcel A to a bona fide purchaser for value (such portion of Parcel A so sold being referred to herein as the "Transferred Property"), at the election of the Academy: (a) the Transferred Property may be released from the operation of this Agreement, including the benefits and burdens hereof, by the execution and recordation by the Academy of an appropriate instrument disclaiming the benefit of any easement granted hereby and claiming such release; (b) if the Transferred Property remains subject to the operation of this Agreement, and provided the development of the Transferred Property falls substantially within the parameters of the existing Annexation Agreement between the Academy and the City of Lake Forest, the Academy and the transferee of the Transferred Property may make a reasonable allocation of the financial and other obligations burdening Parcel A under the terms of this Agreement by the execution and recordation of an appropriate instrument stating such allocation, and any lien claims thereafter recorded against Parcel A shall be accordingly

allocated; and (c) if the Transferred Property remains subject to the operation of this Agreement and is developed as a residential development, including, by way of example and not limitation, a residential development with a homeowners association similar to AWL's intended development of Parcel B, then the parties agree to supplement this Agreement by execution and recordation of an appropriate instrument making provisions for such residential development substantially similar to the provisions contained in this Agreement with respect to AWL's intended residential development on Parcel B.

3.5 Specific Performance. The parties hereto acknowledge and agree that the enjoyment of each party's property will depend upon their mutual compliance with the terms of this Agreement, that the terms of this Agreement are special and unique, and that damages cannot adequately compensate a party in the event of any breach or threatened breach by any other party of any of the agreements contained herein. Accordingly, in the event of any actual or threatened breach by any party of any of the agreements contained herein, the other party or parties shall be entitled to injunctive or other appropriate relief compelling performance of the terms of this Agreement or restraining a party from any action in violation of the terms hereof; provided that the foregoing shall not be construed as prohibiting a party from pursuing any other available remedies, including the recovery of damages. Without limiting the generality of the foregoing, in the event of a lien claim against Parcel B (or in the event of a lien claim against any Transferred Property of Parcel A as to which a homeowners association is established), the party claiming the lien may obtain equitable relief compelling the levying and collection of assessments by the Association (or, in the case of a lien claim against such a Transferred Property, such other homeowners association established for such property) against and from the individual homeowners that are members of the Association (or such other association).

ARTICLE IV

Miscellaneous

4.1 Successors and Assigns; Covenants Running With The Land. As used herein, the term "Academy" shall refer to the Academy and its successors and assigns as owner of Parcel A, and the term "Trustee" shall refer to Trustee and its successors and assigns as owner of Parcel B. The covenants and rights granted to and conferred upon the Academy shall be considered covenants and benefits running with the land included in Parcel A (subject to the provisions of Section 3.4), and the covenants and rights granted to or conferred upon Trustee shall be considered covenants and benefits running with the land included in Parcel B. The obligations and burdens imposed upon the Academy shall be considered obligations and burdens imposed upon and running with the land included in Parcel A (subject to the provisions of Section

3.4), and the obligations and burdens imposed upon Trustee, AWL and/or the Association shall be considered obligations and burdens imposed upon and running with the land included in Parcel B.

4.2 Notices. Any notice, request or demand to be given or served hereunder shall be in writing and shall be delivered personally, by facsimile telecopy, by commercial overnight courier service, or by United States registered or certified mail, return receipt requested, addressed to the parties at their respective addresses set forth below, and the same shall be effective: (a) upon receipt or refusal of delivery, if delivered personally, by facsimile telecopy, or by commercial overnight courier, or (b) three (3) business days after deposit in the United States mail, if mailed. An additional copy of all notices shall be sent by regular United States mail addressed as specified below. Any party may change its address for receipt of notice by service of a notice of such in accordance with the terms hereof.

If to Trustee: Harris Bank Glencoe-Northbrook,
as Trustee under Trust No. L-531
333 Park Avenue
Glencoe, Illinois 60022
Attn: Trust Department

With a copy to: Kendrick L. Scott, Esq.
21 North Skokie Highway
Lake Bluff, Illinois 60044

And, in the case of
notices relating to
Section 2.1, with
a copy to: Academy Woods, Ltd.
265 E. Westleigh Road
Lake Forest, Illinois 60045
Attn: Robert G. Shaw, President

With a copy to: Kendrick L. Scott, Esq.
21 North Skokie Highway
Lake Bluff, Illinois 60044

If to the
Association: Academy Woods Homeowners Association
c/o Academy Woods, Ltd.
265 East Westleigh Road
Lake Forest, Illinois 60045
Attn: Robert G. Shaw, President

If to the Academy: Lake Forest Academy
1500 West Kennedy Road
Lake Forest, Illinois 60045
Attn: President

4.3 Cooperation. The parties hereto agree to cooperate in all reasonable ways, including with the execution of any supplements hereto as contemplated above, in order to effectuate the purposes of this instrument.

4.4 Amendments. Except as otherwise expressly provided herein with respect to supplements hereto, this Agreement may be amended or terminated only by written agreement of the owners of Parcel A and the owners of Parcel B; provided that: (a) the agreement of the owners of Parcel B shall be conclusively established (i) by the agreement of the Association, subject to the consent of AWL so long as AWL beneficially owns twenty percent (20%) or more of the lots in Parcel B, or (ii) in the absence of a homeowners association, by the owners of fifty percent (50%) or more of the lots in Parcel A, subject to the consent of AWL so long as AWL beneficially owns twenty percent (20%) or more of said lots; and (b) the agreement of the owners of any Transferred Property of Parcel A that is developed as a residential development shall be conclusively established (i) by the agreement of the homeowners association established for such Transferred Property, or (ii) in the absence of a homeowners association, by the owners of fifty percent (50%) or more of the lots in such Transferred Property.

4.5 Trustee Exculpation. Harris Bank Glencoe-Northbrook has executed this Agreement not personally but solely as Trustee as aforesaid, and in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that nothing herein contained shall be construed as establishing any personal liability on the part of Harris Bank Glencoe-Northbrook to pay or perform any obligation or any of the terms, covenants, conditions, and agreements herein contained, all such personal liability being hereby expressly waived.

4.6 Exculpation.

(a) It is expressly understood and agreed that nothing herein shall be construed as creating any liability whatsoever against the trustees or officers of the Academy personally, and that all personal liability of said trustees and officers of every sort, if any, is expressly hereby waived by Trustee, AWL and the Association.

(b) It is expressly understood and agreed that nothing herein shall be construed as creating any liability whatsoever against the shareholders, directors or officers of AWL personally, and that all personal liability of said shareholders, directors and officers of every sort, if any, is hereby expressly waived by the Academy, Trustee and the Association.

(c) It is expressly understood and agreed that nothing herein shall be construed as creating any liability whatsoever against the directors or officers of the Association personally, and that all personal liability of said directors and officers of every sort, if any, is hereby expressly waived by the Academy, Trustee and AWL.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LAKE FOREST ACADEMY, an Illinois not for profit corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

ATTEST:

HARRIS BANK GLENCOE-NORTHBROOK, not personally, but solely as Trustee as aforesaid

This document is made by Harris Bank Glencoe-Northbrook National Association (hereinafter referred to as the Bank), as Trustee, and accepted upon the express understanding that the Bank enters into the same not personally, but only as Trustee and that no personal liability is assumed by nor shall be asserted or enforced against the Bank because of such account. In making or executing this document or of anything therein contained, all such liability, if any being expressly waived, nor shall the Bank be held personally liable upon or in consequence of any of the covenants of this document, either expressed or implied.

IN WITNESS WHEREOF, Harris Bank Glencoe-Northbrook N. A. not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and its corporate seal hereunto affixed and attested by its Commercial Loan Officer.

(CORPORATE
SEAL)

HARRIS BANK GLENCOE-NORTHBROOK N.A.

Not personally, but as Trustee under Trust No. L-531

By: Nancy L. Gill Asst. Trust Officer

ATTEST: Thomas P. Kuchan
Thomas P. Kuchan, Com. Loan Off.

STATE OF ILLINOIS)
COUNTY OF COOK)
I, the undersigned
Nancy L. Gill

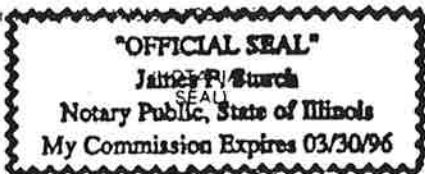
, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that
of HARRIS BANK GLENCOE-NORTHBROOK NATIONAL ASSOCIATION, and Thomas P. Kuchan, Asst.

said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Commercial Loan Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth, and the said

Commercial Loan Officer

did also and there acknowledge that he, as custodian, of the corporate seal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.

Given under



day of

19 93

James P. Smith
My commission expires 3-30-96

HB-039

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LAKE FOREST ACADEMY, an Illinois not for profit corporation

ATTEST:

By: Mary H. Smart
Its: Secretary

By: Thom D. Kelly
Its: President

HARRIS BANK GLENCOE-
NORTHBROOK, not personally, but
solely as Trustee as aforesaid

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

ACADEMY WOODS, LTD., an Illinois corporation

ATTEST:

By: _____
Its: _____

By: Robert G. Shaw
Robert G. Shaw, President

ACADEMY WOODS HOMEOWNERS
ASSOCIATION, an Illinois not for
profit corporation

ATTEST:

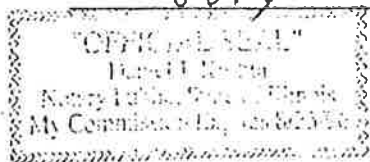
By: _____
Its: _____

By: Robert G. Shaw
Its: President

STATE OF ILLINOIS)
) SS:
COUNTY OF LAKE)

I, Daniel J. Krohta, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas D. Hodgkins, personally known to me to be the President of LAKE FOREST ACADEMY, an Illinois not for profit corporation, and Mary H. Smart, personally known to me to be the Secretary, of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, respectively, they signed and delivered the said instrument as President and Secretary of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 6th day of JULY, 1993.



Daniel J. Krohta
Notary Public


My Commission expires:

AUGUST 25, 1996

STATE OF ILLINOIS)
COUNTY OF Lake) SS:

I, Kendrick H. Scott, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ President of ACADEMY WOODS, LTD., an Illinois corporation, and _____, personally known to me to be the _____ Secretary, of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ President and _____ Secretary, respectively, they signed and delivered the said instrument as _____ President and _____ Secretary of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

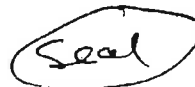
Given under my hand and Notarial Seal this 1 day of June, 1991.



Notary Public

My Commission expires:

1/28/95



STATE OF ILLINOIS)
) SS:
COUNTY OF Lake)

I, Kendrick L. Scott, a Notary Public in and for
said County, in the State aforesaid, DO HEREBY CERTIFY that
Robert G. Shaw, personally known to me to be the
President of ACADEMY WOODS HOMEOWNERS
ASSOCIATION, an Illinois not for profit corporation, and
 , personally known to me to be the
Secretary, of said corporation, and personally known
to me to be the same persons whose names are subscribed to the
foregoing instrument, appeared before me this day in person and
severally acknowledged that as such President and
 Secretary, respectively, they signed and delivered
the said instrument as President and
 Secretary of said corporation, as their free and
voluntary act and as the free and voluntary act and deed of said
corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1st day of
June, 1993.

Kendrick L. Scott
Notary Public

My Commission expires:

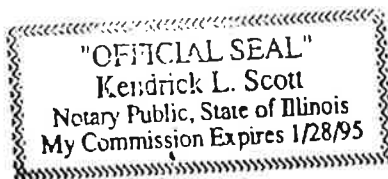


EXHIBIT A

Parcel A - Legal Description

THAT PART OF LOT 2 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD AND LYING NORTHERLY OF THE CENTER LINE OF THE PUBLIC HIGHWAY SOMETIMES KNOWN AS MELODY ROAD, FORMERLY DIAMOND LAKE ROAD, (EXCEPT THAT PART TAKEN FOR KENNEDY ROAD BY 86 ED 61), IN LAKE COUNTY, ILLINOIS.

ALSO: THAT PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD (EXCEPTING THEREFROM THE NORTH 263 FEET THEREOF, AS MEASURED ALONG THE WEST LINE THEREOF), IN LAKE COUNTY, ILLINOIS.

ALSO: THAT PART OF THE SOUTH EAST 1/4 OF SECTION 36, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE NORTH ALONG THE EAST LINE OF SAID QUARTER SECTION, 1600 FEET TO THE POINT OF BEGINNING; THENCE WEST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF SAID QUARTER SECTION TO THE WATER'S EDGE OF EAST LAKE AS IT WAS LOCATED ON MARCH 16, 1951 (BEING THE RECORDING DATE OF DOCUMENT 722686, THE DEED IN TRUST FROM LAKE FOREST ACADEMY TO CITY NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUST NO. 23996); THENCE WESTERLY, SOUTHERLY AND NORTHERLY, AS ALTERNATIVELY REQUIRED, ALONG THE EDGE OF EAST AND WEST LAKES AS THEY THEN EXISTED, TO THE NORTH LINE OF SAID QUARTER SECTION AND THE TERMINUS POINT OF THIS DESCRIPTION, IN LAKE COUNTY, ILLINOIS.

BUT EXCEPTING THEREFROM:

PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF LOT 2 IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 44 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 36; THENCE S 00° 21' 26" W ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER 4.92 FEET TO THE NORTHWEST CORNER OF LOT 2 IN THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE S 89° 47' 52" E ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 14.03 FEET TO THE

WESTERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD RIGHT OF WAY; THENCE S 19° 53' 54" E ALONG SAID WESTERLY LINE 16.34 FEET; THENCE S 89° 55' 50" W 928.69 FEET; THENCE N 15° 43' 34" W 368.68 FEET; THENCE N 33° 43' 21" W 360.19 FEET; THENCE N 39° 24' 31" W 106.68 FEET; THENCE N 37° 49' 36" W 275.00 FEET; THENCE N 52° 10' 24" E 80.00 FEET; THENCE N 37° 49' 36" W 15.00 FEET; THENCE N 52° 10' 24" E 215.00 FEET; THENCE N 52° 11' 56" E 57.77 FEET; THENCE N 57° 59' 28" E 86.67 FEET; THENCE N 69° 37' 36" E 87.18 FEET; THENCE N 81° 15' 43" E 46.74 FEET; THENCE N 08° 26' 03" W 210.69 FEET; THENCE S 81° 33' 57" W 30.00 FEET; THENCE N 08° 26' 03" W 170.00 FEET; THENCE N 81° 33' 57" E 320.00 FEET; THENCE S 08° 26' 03" E 172.54 FEET; THENCE N 82° 52' 48" E 183.30 FEET TO THE WESTERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD RIGHT OF WAY, AFORESAID; THENCE S 19° 53' 54" E ALONG SAID WESTERLY LINE 1576.33 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36; THENCE S 00° 20' 31" W ALONG SAID EAST LINE 33.15 FEET TO THE PLACE OF BEGINNING, CONTAINING 31.5688 ACRES IN LAKE COUNTY, ILLINOIS.

ALSO DESCRIBED AS:

Lot 1 and Lot 2 in Lake Forest Academy Subdivision as shown on the Plat thereof recorded July 8, 1993, as Document No. 3362172.

EXHIBIT B

Parcel B - Legal Description

PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF LOT 2 IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 44 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 36; THENCE S 00° 21' 26" W ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER 4.92 FEET TO THE NORTHWEST CORNER OF LOT 2 IN THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE S 89° 47' 52" E ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 14.03 FEET TO THE WESTERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD RIGHT OF WAY; THENCE S 19° 53' 54" E ALONG SAID WESTERLY LINE 16.34 FEET; THENCE S 89° 55' 50" W 928.69 FEET; THENCE N 15° 43' 34" W 368.68 FEET; THENCE N 33° 43' 21" W 360.19 FEET; THENCE N 39° 24' 31" W 106.68 FEET; THENCE N 37° 49' 36" W 275.00 FEET; THENCE N 52° 10' 24" E 80.00 FEET; THENCE N 37° 49' 36" W 15.00 FEET; THENCE N 52° 10' 24" E 215.00 FEET; THENCE N 52° 11' 56" E 57.77 FEET; THENCE N 57° 59' 28" E 86.67 FEET; THENCE N 69° 37' 36" E 87.18 FEET; THENCE N 81° 15' 43" E 46.74 FEET; THENCE N 08° 26' 03" W 210.69 FEET; THENCE S 81° 33' 57" W 30.00 FEET; THENCE N 08° 26' 03" W 170.00 FEET; THENCE N 81° 33' 57" E 320.00 FEET; THENCE S 08° 26' 03" E 172.54 FEET; THENCE N 82° 52' 48" E 183.30 FEET TO THE WESTERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD RIGHT OF WAY, AFORESAID; THENCE S 19° 53' 54" E ALONG SAID WESTERLY LINE 1576.33 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36; THENCE S 00° 20' 31" W ALONG SAID EAST LINE 33.15 FEET TO THE PLACE OF BEGINNING, CONTAINING 31.5688 ACRES IN LAKE COUNTY, ILLINOIS.

ALSO DESCRIBED AS:

Lot 3 in Lake Forest Academy Subdivision as shown on the Plat thereof recorded July 8, 1993, as Document No. 3362172.

EXHIBIT C

Academy Woods Subdivision
Reduced Copy of Plat

History & Rehabilitation of

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The following table shows the results of the experiments conducted on the effect of the temperature of the water on the rate of the reaction. The temperature of the water was varied from 10°C to 30°C, and the rate of the reaction was measured by the volume of gas evolved in a given time.

Temperature of water (°C)	Volume of gas evolved (cm ³)
10	1.0
20	2.0
30	3.0

It is evident from the above table that the rate of the reaction increases with an increase in the temperature of the water. This is because the rate of a chemical reaction increases with an increase in the temperature of the reactants.

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Sheet No. 1 of 2 sheets

1. The first part of the document is a list of names and addresses, which are arranged in a columnar format. The names are written in a cursive script, and the addresses are written in a more formal, printed style. The list includes names such as "John Smith", "Mary Jones", and "Robert Brown", along with their respective addresses.

You Shad No 2.

Figure 1. Schematic diagram of the experimental setup. The subject is seated at a table, viewing a video screen. The screen displays a target (a vertical line) and a starting point (a horizontal line). The subject's hand is positioned at the starting point. The distance between the starting point and the target is labeled as 100 cm. The subject is instructed to move their hand from the starting point to the target.

Vol. 1 in the Small Holdings Series.

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General Remarks

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Multiple Choice 60

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EXHIBIT D

Drawing Showing Access Road,
Existing Road, Detention Pond, Intended
Stormwater Sewer Lines and Water Lines

Stormwater Sewer Lines and Water Lines

This document is made by Harris Bank Glencoe-Northbrook National Association (hereinafter referred to as the Bank), as Trustee, and accepted upon the express understanding that the Bank enters into the same not personally, but only as Trustee and that no personal liability is assumed by nor shall be asserted or enforced against the Bank because of, on account of, in making or executing this document or of anything therein contained, all such liability, if any being expressly waived, nor shall the Bank be held personally liable upon or in consequence of any of the covenants of this document, either expressed or implied.

IN WITNESS WHEREOF, Harris Bank Glencoe-Northbrook N. A. not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and its corporate seal to be hereunto affixed and attested by its Commercial Loan Officer.

HARRIS BANK GLENCOE-NORTHBROOK N.A.

Not personally, but as Trustee under Trust No. L-531

By: Nancy L. Gill Asst. Trust Officer

ATTEST: TP Kuchan
Thomas P. Kuchan, Com. Loan Off

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned
Nancy L. Gill

a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that
of HARRIS BANK GLENCOE-NORTHBROOK NATIONAL ASSOCIATION, and Thomas P. Kuchan, Asst.

said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Commercial Loan Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth, and the said

Commercial Loan Officer

did also and there acknowledge that he, as custodian, of the corporate seal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and seal of office this

day of

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James P. Starch
My commission expires 3-30-96

HB-039

3362176

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3362176



Image# 047553330003 Type: AMD
Recorded: 05/18/2011 at 09:38:28 AM
Receipt#: 2011-00028434
Page 1 of 3
Fees: \$39.00
IL Rental Housing Fund: \$10.00
Lake County IL Recorder
Mary Ellen Vanderventer Recorder

File **6733773**

RECORDING COVERSHEET

- ☐ NON-STANDARD DOCUMENT
- ☐ RE-RECORDED DOCUMENT - previously recorded as document number

(Lake County numbers consist of 7 Digits)

PLEASE ALSO STATE THE REASON FOR RE-RECORDING IN THE BOX BELOW

Submitted by & Return To: L. E. WOOD JR
1761 Stanford Court
Lake Forest, IL 60045

ACADEMY WOODS HOMEOWNERS ASSOCIATION (ASSOCIATION)
LAKE FOREST ACADEMY (ACADEMY)
RECIPROCAL EASEMENT AGREEMENT
LAKE COUNTY, ILLINOIS DOCUMENT # 3362176
DATED JUNE 1, 1993

FIRST AMENDMENT TO
RECIPROCAL EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO THE RECIPROCAL EASEMENT AGREEMENT is executed as of the 17 day of MAY, 2011 by and between LAKE FOREST ACADEMY ("ACADEMY"), an Illinois not for profit corporation, and ACADEMY WOODS HOMEOWNERS ASSOCIATION ("ASSOCIATION"), an Illinois not for profit corporation.

RECITALS

- A. The Academy and the Association are parties to a Reciprocal Easement Agreement ("REA") dated June 1, 1993 and recorded July 8, 1993, in Lake County, Illinois as Document 3362176.
- B. The Access Road as defined in Paragraph 1.1 of the REA was completed as provided in paragraph 1.1 and is commonly known as "Academy Road", and the Academy and the Association wish to amend the terms of the REA relating to maintenance of the Access Road.
- C. The Academy is the owner of all of Parcel A, and pursuant to Paragraph 4.4 of the REA, the consent of the owners of Parcel B shall be conclusively established by the agreement of the Association, provided that Academy Woods, Ltd. no longer owns twenty percent (20%) or more of the lots in Parcel B.
- D. Academy Woods, Ltd. no longer owns twenty percent (20%) of the lots in Parcel B, and the Academy and the Association wish to amend the REA as provided herein.

TERMS OF AMENDMENT

IN CONSIDERATION of the covenants contained herein, the parties agree to amend the REA as follows:

1. ARTICLE II, paragraph 2.2 entitled Maintenance of Access Road is hereby deleted in its entirety and replaced by the following:

The Access Road refers to that private street (measured from back of curb to back of curb), commonly known as Academy Road, which begins at its intersection with the north right of way line of Illinois Route 60 and ends at the west end of Parcel B. The continuance of Academy Road west of Parcel B is exclusively maintained by the Academy for its use. The Academy shall maintain the Access Road in a good and safe condition, free of ice and snow, in conformity with applicable legal requirements and in accordance with performance and economic standards mutually acceptable to the Academy and the Association (approval of which shall not be unreasonably withheld by either the Academy or the Association). If the Academy fails to so maintain the Access Road in accordance with such standards, then the Academy and the Association shall jointly select a contractor and negotiate a contract for the maintenance of the Access Road; and such contractor and the terms of such contract shall be subject to the reasonable approval of the Academy and the Association. In any event, the Academy and the Association shall share the costs of such maintenance as follows: the Academy shall bear 85% and the Association shall bear 15%, except for Access Road actual snow removal costs where the Academy shall bear 75% and the Association shall bear 25%.

2. ARTICLE II, paragraph 2.3 entitled Landscaping Along Access Road is hereby deleted in its entirety and replaced by the following:

The Association shall maintain all landscaping along the Access Road that is located within Parcel B as well as the easterly side of Academy Road from the west end of Parcel B northward to the northwest corner of Parcel B. The Academy shall maintain all other landscaping along Academy Road.

This amendment shall be effective 17 MAY, 2011.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the REA.

LAKE FOREST ACADEMY, an Illinois not for profit corporation

By: [Signature]
Its: CHIEF FINANCIAL OFFICER

ATTEST:

By: [Signature]
Its: HR Director

ACADEMY WOODS HOMEOWNERS ASSOCIATION, an Illinois
not for profit corporation

By: [Signature]
Its: President

ATTEST:

By: [Signature]
Its: HR Director

3362177

DECLARATION OF PRESERVATION RESTRICTIONS

THIS DECLARATION OF PRESERVATION RESTRICTIONS is made as of the 1st day of June, 1993, by LAKE FOREST ACADEMY, an Illinois not for profit corporation ("Grantor") for the benefit of ACADEMY WOODS, LTD., an Illinois corporation (hereinafter called "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple absolute of certain real property, which real property is more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter called the "Academy Property");

WHEREAS, Grantor has conveyed to Grantee as of the date hereof, and Grantee is the owner in fee simple absolute of, certain real property located adjacent to the Academy Property, which real property is described in Exhibit B attached hereto and made a part hereof (hereinafter called the "Benefitted Property"); and

WHEREAS, Grantor has agreed that a portion of the Academy Property of varying width lying along the western and northern boundaries of the Benefitted Property, shown as the "Conservancy Area" on the plat attached hereto as Exhibit C, and referred to herein as the "Protected Property," has significant natural, scenic, and aesthetic value in its present state to the Grantee and the Benefitted Property and should be preserved and maintained;

NOW, THEREFORE, Grantor, for and in consideration of TEN DOLLARS and other good and valuable consideration, the sufficiency of which is hereby acknowledged, does make and declare the rights and restrictions provided hereby, and Grantor and Grantee covenant and agree as follows:

1. Grantor does hereby grant unto Grantee, and to its successors and assigns, the right to enforce by proceedings at law or in equity the covenants hereinafter set forth, it being agreed that there shall be no waiver or forfeiture of Grantee's right to insure compliance with the covenants and conditions of this Declaration by reason of any prior failure of Grantee to act.

This Instrument Prepared by
(and return after recording to):
Michael F. Csar, Esq.
Wilson & McIlvaine
500 W. Madison St., Suite 3700
Chicago, Illinois 60661

RECORDED
LAKE COUNTY, ILLINOIS
93 JUL -8 PM 4:05

3362177

2. Grantor covenants and agrees for the benefit of the Benefitted Property, and as covenants running with and binding the Protected Property, that Grantor shall not:

(a) Construct or place on the Protected Property any residential, commercial, industrial or office buildings, camping accommodations or mobile homes, commercial advertising signs, billboards or any other structures; provided that Grantor expressly reserves the right to install, maintain, repair and replace on the Protected Property underground public and private utilities;

(b) Permit the parking or storage of motor vehicles on the Protected Property;

(c) Cut or remove any trees, plants or other vegetation on the Protected Property other than dead or diseased trees, plants and other vegetation, without the consent of Grantee (which consent shall not be unreasonably withheld), except as necessary to protect ecological values of the Protected Property or to control or prevent imminent hazard, disease or fire or to restore natural habitat areas or native vegetation;

(d) Dump, place or store, or allow to be dumped, placed or stored on the Protected Property, ashes, trash, waste, garbage or other unsightly or offensive material; or

(e) Permit any activity on the Protected Property detrimental to land preservation or any use that would change the natural character of the Protected Property, provided, however, Grantor may plant and maintain on the Protected Property flowers, nursery-type shrubs, trees and bushes so long as any such activity does not violate any of the other restrictions set forth in this Paragraph 2.

3. Except as expressly limited herein, Grantor reserves all rights as owner of the Protected Property to use the Protected Property for open space purposes and all other purposes not inconsistent with this Declaration.

4. If any provision of this Declaration, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Declaration, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

5. If the Protected Property or any part thereof shall be taken by condemnation, this Declaration shall terminate automatically as to the property so taken, to the end that the Grantor, its successors and assigns, may be as fully compensated

as though this Declaration had never been granted. This Declaration shall remain in full force and effect with respect to any portion of the Protected Property not taken by such condemnation proceedings.

6. This Declaration shall automatically be terminated and be of no further force or effect if at any time the Benefitted Property is developed or used for any purpose other than single family residences in a subdivision with a maximum of seventy-seven (77) lots.

7. The covenants, terms, conditions and restrictions set forth in this Declaration shall be binding upon Grantor and its successors and assigns as owners of the Protected Property, and shall constitute covenants and restrictions running with the Protected Property.

8. The covenants, terms, conditions and restrictions set forth in this Declaration have been accepted by Grantee and shall be for the benefit of, enforceable by, and binding upon Grantee and its successors and assigns as owners of the Benefitted Property.

9. The covenants, terms, conditions and restrictions of this Declaration may be amended or terminated only by written agreement of Grantor (or the successor owners of the Protected Property) and: (a) the homeowners association to which owners of lots in the subdivision constituting the Benefitted Property belong, subject to the consent of Grantee so long as Grantee owns twenty percent (20%) or more of said lots; or (b) in the absence of a homeowners association, the owners of fifty percent (50%) or more of the lots in the Benefitted Property, subject to the consent of Grantee so long as Grantee owns twenty percent (20%) or more of said lots.

IN WITNESS WHEREOF, LAKE FOREST ACADEMY, hereby makes and declares the foregoing Declaration by causing this instrument to be signed and sealed as of the 1st day of June, 1993.

LAKE FOREST ACADEMY, an Illinois not-for-profit corporation

ATTEST:

By: Thomas B. Hedges

Its: President

Mary A. Smart
Secretary

3362177

ACCEPTANCE

The foregoing Declaration is hereby duly accepted by the Grantee, ACADEMY WOODS, LTD., this 1 day of June, 1993.

ACADEMY WOODS, LTD., an Illinois corporation

ATTEST:

By:

Its:

Robert G. Shaw
President

Kendrick L. Scott
Attorney

P.I.N.: 12-31-300-007; 11-36-200-003; 11-36-400-001

Commonly known as: Located north of Route 60, west of Waukegan Road (Route 43), Lake Forest, Illinois.

3362177

STATE OF ILLINOIS)
) SS:
COUNTY OF LAKE)

I, Daniel J. Krohta, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas D. Hodgkins, personally known to me to be the President of LAKE FOREST ACADEMY, an Illinois not-for-profit corporation, and Mary H. Smart, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, respectively, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the seal of said corporation to be affixed thereto, as their free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 6th day of JULY, 1993.



Daniel J. Krohta
Notary Public

My Commission expires:

AUGUST 25, 1996

3362177

STATE OF ILLINOIS)

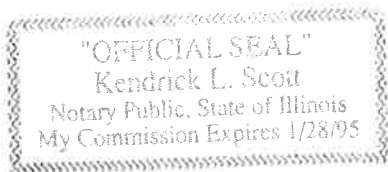
COUNTY OF Lake) SS:

I, Kendrick L. Scott, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert G. Shaw, personally known to me to be the President of ACADEMY WOODS, LTD., an Illinois not-for-profit corporation, and _____, personally known to me to be the _____ Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ President and _____ Secretary, respectively, they signed and delivered the said instrument as _____ President and _____ Secretary of said corporation, and caused the seal of said corporation to be affixed thereto, as their free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1 day of June, 1993.


Notary Public

My Commission expires:



3362177

6
Exhibit D6

EXHIBIT A

Parcel A - Legal Description

THAT PART OF LOT 2 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD AND LYING NORTHERLY OF THE CENTER LINE OF THE PUBLIC HIGHWAY SOMETIMES KNOWN AS MELODY ROAD, FORMERLY DIAMOND LAKE ROAD, (EXCEPT THAT PART TAKEN FOR KENNEDY ROAD BY 86 ED 61), IN LAKE COUNTY, ILLINOIS.

ALSO: THAT PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD (EXCEPTING THEREFROM THE NORTH 263 FEET THEREOF, AS MEASURED ALONG THE WEST LINE THEREOF), IN LAKE COUNTY, ILLINOIS.

ALSO: THAT PART OF THE SOUTH EAST 1/4 OF SECTION 36, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE NORTH ALONG THE EAST LINE OF SAID QUARTER SECTION, 1600 FEET TO THE POINT OF BEGINNING; THENCE WEST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF SAID QUARTER SECTION TO THE WATER'S EDGE OF EAST LAKE AS IT WAS LOCATED ON MARCH 16, 1951 (BEING THE RECORDING DATE OF DOCUMENT 722686, THE DEED IN TRUST FROM LAKE FOREST ACADEMY TO CITY NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUST NO. 23996); THENCE WESTERLY, SOUTHERLY AND NORTHERLY, AS ALTERNATIVELY REQUIRED, ALONG THE EDGE OF EAST AND WEST LAKES AS THEY THEN EXISTED, TO THE NORTH LINE OF SAID QUARTER SECTION AND THE TERMINUS POINT OF THIS DESCRIPTION, IN LAKE COUNTY, ILLINOIS.

BUT EXCEPTING THEREFROM:

PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF LOT 2 IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 44 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 36; THENCE S 00° 21' 26" W ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER 4.92 FEET TO THE NORTHWEST CORNER OF LOT 2 IN THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE S 89° 47' 52" E ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 14.03 FEET TO THE

WESTERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD RIGHT OF WAY; THENCE S 19° 53' 54" E ALONG SAID WESTERLY LINE 16.34 FEET; THENCE S 89° 55' 50" W 928.69 FEET; THENCE N 15° 43' 34" W 368.68 FEET; THENCE N 33° 43' 21" W 360.19 FEET; THENCE N 39° 24' 31" W 106.68 FEET; THENCE N 37° 49' 36" W 275.00 FEET; THENCE N 52° 10' 24" E 80.00 FEET; THENCE N 37° 49' 36" W 15.00 FEET; THENCE N 52° 10' 24" E 215.00 FEET; THENCE N 52° 11' 56" E 57.77 FEET; THENCE N 57° 59' 28" E 86.67 FEET; THENCE N 69° 37' 36" E 87.18 FEET; THENCE N 81° 15' 43" E 46.74 FEET; THENCE N 08° 26' 03" W 210.69 FEET; THENCE S 81° 33' 57" W 30.00 FEET; THENCE N 08° 26' 03" W 170.00 FEET; THENCE N 81° 33' 57" E 320.00 FEET; THENCE S 08° 26' 03" E 172.54 FEET; THENCE N 82° 52' 48" E 183.30 FEET TO THE WESTERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD RIGHT OF WAY, AFORESAID; THENCE S 19° 53' 54" E ALONG SAID WESTERLY LINE 1576.33 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36; THENCE S 00° 20' 31" W ALONG SAID EAST LINE 33.15 FEET TO THE PLACE OF BEGINNING, CONTAINING 31.5688 ACRES IN LAKE COUNTY, ILLINOIS.

ALSO DESCRIBED AS:

Lot 1 and Lot 2 in Lake Forest Academy Subdivision as shown on the Plat thereof recorded July 8, 1993, as Document No. 3362172

EXHIBIT B

Parcel B - Legal Description

PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF LOT 2 IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 44 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 36; THENCE S 00° 21' 26" W ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER 4.92 FEET TO THE NORTHWEST CORNER OF LOT 2 IN THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE S 89° 47' 52" E ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 14.03 FEET TO THE WESTERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD RIGHT OF WAY; THENCE S 19° 53' 54" E ALONG SAID WESTERLY LINE 16.34 FEET; THENCE S 89° 55' 50" W 928.69 FEET; THENCE N 15° 43' 34" W 368.68 FEET; THENCE N 33° 43' 21" W 360.19 FEET; THENCE N 39° 24' 31" W 106.68 FEET; THENCE N 37° 49' 36" W 275.00 FEET; THENCE N 52° 10' 24" E 80.00 FEET; THENCE N 37° 49' 36" W 15.00 FEET; THENCE N 52° 10' 24" E 215.00 FEET; THENCE N 52° 11' 56" E 57.77 FEET; THENCE N 57° 59' 28" E 86.67 FEET; THENCE N 69° 37' 36" E 87.18 FEET; THENCE N 81° 15' 43" E 46.74 FEET; THENCE N 08° 26' 03" W 210.69 FEET; THENCE S 81° 33' 57" W 30.00 FEET; THENCE N 08° 26' 03" W 170.00 FEET; THENCE N 81° 33' 57" E 320.00 FEET; THENCE S 08° 26' 03" E 172.54 FEET; THENCE N 82° 52' 48" E 183.30 FEET TO THE WESTERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD RIGHT OF WAY, AFORESAID; THENCE S 19° 53' 54" E ALONG SAID WESTERLY LINE 1576.33 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36; THENCE S 00° 20' 31" W ALONG SAID EAST LINE 33.15 FEET TO THE PLACE OF BEGINNING, CONTAINING 31.5688 ACRES IN LAKE COUNTY, ILLINOIS.

ALSO DESCRIBED AS:

Lot 3 in Lake Forest Academy Subdivision as shown on the Plat thereof recorded July 8, 1993, as Document No. 3362172.

EXHIBIT C

Protected Property

See Attached Plat

C-1

10

3362177



Image# 047553340003 Type: AMD
Recorded: 05/18/2011 at 09:38:28 AM
Receipt#: 2011-00028434
Page 1 of 3
Fees: \$39.00
IL Rental Housing Fund: \$10.00
Lake County IL Recorder
Mary Ellen Vanderventer Recorder
File **6733774**

RECORDING COVERSHEET

- ☐ NON-STANDARD DOCUMENT
- ☐ RE-RECORDED DOCUMENT - previously recorded as document number

(Lake County numbers consist of 7 Digits)

PLEASE ALSO STATE THE REASON FOR RE-RECORDING IN THE BOX BELOW

Submitted by & Return To: L. E. WOOD III
1761 Stanford Ct.
Lake Forest, IL 60045

ACADEMY WOODS HOMEOWNERS ASSOCIATION (ASSOCIATION)
LAKE FOREST ACADEMY (ACADEMY)
DECLARATION OF PRESERVATION RESTRICTIONS
LAKE COUNTY, ILLINOIS DOCUMENT #3362177
DATED JUNE 1, 1993

FIRST AMENDMENT TO
DECLARATION OF PRESERVATION RESTRICTIONS

THIS FIRST AMENDMENT TO THE DECLARATION OF PRESERVATION RESTRICTIONS is executed as of the 17th day of May, 2011 by and between LAKE FOREST ACADEMY ("GRANTOR"), an Illinois not for profit corporation, and ACADEMY WOODS HOMEOWNERS ASSOCIATION ("GRANTEE"), an Illinois not for profit corporation.

R E C I T A L S

A. The Grantor and the Grantee are parties to a Declaration of Preservation Restrictions ("DPR") dated June 1, 1993, and recorded in Lake County, Illinois as Document 3362177.

B. The Grantor and the Grantee wish to memorialize with this First Amendment ownership and maintenance of the Conservancy Area, also referred to as the Protected Property, that the DPR established and which is described in Exhibit C of the DPR.

T E R M S O F A M E N D M E N T

IN CONSIDERATION of the covenants contained herein, the parties agree to amend the DPR as follows:

1. Paragraph 2. is amended by the addition of new sub paragraph f as follows:

f. Grantor, as owner, covenants and agrees that Grantee shall maintain that portion of the Protected Property that, as part of the construction of Grantee's lots, was improved by grading, berming and planting grass, trees and shrubs and was intended to provide a visual screen between Grantor's property other than the Protected Property and Grantee's property.

Grantee agrees to perform this maintenance in a workmanlike manner following commonly used standards for mowing, fertilizing, weeding and pruning of planted grass, trees and shrubs, including any replacement plants as may be furnished by Grantor under the provisions of paragraph 2.c .

IN WITNESS WHEREOF, LAKE FOREST ACADEMY, hereby makes and declares the foregoing First Amendment to the DPR by causing this instrument to be signed and sealed as of the 17th day of May, 2011.

LAKE FOREST ACADEMY, an Illinois
not for profit corporation

By: [Signature]
Its: CHIEF FINANCIAL OFFICER

ATTEST:

[Signature]

ACCEPTANCE

The foregoing First Amendment to the DPR is hereby duly accepted by the ACADEMY WOODS HOMEOWNERS ASSOCIATION, this 17th day of May, 2011.

ACADEMY WOODS HOMEOWNERS ASSOCIATION, an
Illinois not for profit corporation

By: [Signature]
Its: PRESIDENT

ATTEST:

[Signature]

RECIPROCAL EASEMENT AGREEMENT

Date: June 1, 1993

Parties: Lake Forest Academy ("LFA")
Harris Bank Glencoe-Northbrook, as Trustee under Trust Agreement,
dated June 1, 1993, known as Trust No. L-531 ("Trustee")
Academy Woods, Ltd. ("AWL") – beneficiary under Trust No. L-531
Academy Woods Homeowners Association ("Association")

Recitals: LFA is legal owner of Parcel A
Trustee is the legal owner of Parcel B (adjacent to Parcel A)
AWL intends to develop Parcel B as residential subdivision containing not
more than 77 single family residences
Association established as homeowners association for subdivision –
members will be owners of residences
Parties desire to provide for mutual access and utility easements over
Parcels A & B

Article I – Easements Granted

- 1.1 **Permanent Access Road.** Access Road (23 feet, 2 inches in width) to be constructed from Route 60 across Parcel A northward into Parcel B, across Parcel B, and connecting with LFA's private roadway system on Parcel A. The portion of the Access Road located on Parcel A and south of the southern boundary of Parcel B is called "Southern Portion Access Road" and the portion of the Access Road located on Parcel B is called "Northern Portion Access Road."
- 1.2 **Reciprocal Grant of Access Easement.** LFA grants Trustee an easement, its successors and assigns, for the benefit of owners, users, occupiers thereof (a) perpetual, non-exclusive easement for pedestrian and vehicular traffic, for ingress & egress to and from Parcel B, and (b) perpetual non-exclusive easement for the construction, maintenance, repair and replacement of the Access Road. LFA reserves the right at any time to relocate the Southern Portion Access Road located on Parcel A provided that (i) LFA shall bear the cost of removing such portion of the Southern Portion Access Road and constructing the relocated easement, and (ii) the relocated easement and Southern Portion Access Road shall continue to connect the Northern Portion Access Road located on Parcel B.

Trustee grants LFA, its successors and assigns, an easement in all respects reciprocal to that granted by LFA to Trustee for ingress and egress to and from Parcel A, over and across the Northern Portion Access Road.

1.3 Reciprocal Grant of Utilities Easements.¹ As the title suggests. But observe the following:

(c) LFA granted Trustee, successors and assigns easements appurtenant to Parcel B (and for owners, users, and occupiers thereof) (1) perpetual non-exclusive easement for construction, maintenance, repair, and replacement of underground stormwater sewer lines under portions of Parcel A as shown on Exhibit D (basically running to East Lake and running to the detention pond) and (2) perpetual, non-exclusive easement for the construction, maintenance, repair and replacement of underground water lines under portions of Parcel A as shown on Exhibit D.

(d) Trustee gives LFA permanent right and easement to connect to and use the stormwater sewer lines and water lines to be constructed by the Trustee (or AWL or their successors) as described in preceding paragraph.

(e) Parties agree it is their intent that an integrated looped water system be constructed to serve both Parcel A and Parcel B. Parties agree to cooperate in all reasonable ways and coordinate their efforts with respect to installation. The parties shall by agreement provide for the payment of the cost of constructing and installing such a system.

(f) The exact location of the stormwater sewer lines and water lines described in Section 1.3 and the detention pond described in Section 1.4 shall be established by the as-built engineering plans submitted by AWL to the City of Lake Forest, and AWL agrees to deliver to the Academy a duplicate copy of those plans.

1.4 Detention Pond. LFA grants to Trustee, its successors and assigns, as an easement appurtenant to Parcel B and for the owners, users and occupiers thereof from time to time, a perpetual, non-exclusive easement for the construction, maintenance, repair and replacement of a stormwater detention pond, approximately 0.5 acres in surface area (at normal water elevation), on a portion of Parcel A located north of Parcel B approximately in the location shown on Exhibit D. LFA reserves the right, in common with the Trustee, to drain stormwater into such detention pond.

¹ Utilities include underground electric, gas, water, sewer, telephone and other communications lines.

1.5 Temporary Construction Road.² As the title suggests.

1.6 Temporary Utility Easements.³ As the title suggests. Paragraph (d) recites as follows:

“It is the intent of the parties that Parcel A and Parcel B shall be at all times served by utilities, and the parties agree to use their best efforts and to cooperate in all reasonable ways to prevent any interruption of service.”

Article II – Construction and Maintenance; Indemnities

2.1 Construction of Access Road; Relocation of Utilities

- (a) AWL will construct the Southern Portion Access Road. AWL will relocate existing utilities from the portion of the Existing Road on Parcel A to the Southern Portion Access Road, as part of the infrastructure work described in the Purchase Agreement. AWL will construct the Northern Portion Access Road on Parcel B and relocate existing utilities from the portion of the Existing Road on Parcel B to the Northern Portion Access Road on Parcel B as part of its development of Parcel B. (All such work is herein called “Work”.)
- (b) Fixes the allocation of cost of the Work.
- (c) AWL to obtain all governmental approvals and permits in connection with the Work. LFA had a right of approval, not to be unreasonably withheld. AWL to place prescribed insurance with LFA as an additional named insured.
- (d) Trustee and AWL to indemnify LFA.

2.2 Maintenance of Access Road.

After completion of the initial construction of the Access Road, LFA shall, at its cost and expense, maintain the Access Road in a good and safe condition, free of ice and snow, in conformity with applicable legal requirements and in accordance with performance and economic standards mutually acceptable to LFA and the Association (approval of which shall not be unreasonably withheld by either party). If LFA fails to so maintain the Access Road, then LFA and the Association shall jointly select a contractor and negotiate a contract for the maintenance of the Access Road; and such contractor and the terms of such contract shall be subject to the reasonable approval of LFA and the Association. In any event, LFA, the Trustee and the Association shall share the costs of such maintenance as follows: 2/3 to be borne by LFA and 1/3 to be borne by Trustee and the Association. Notwithstanding the foregoing, AWL shall warrant the completed Access Road to be free from defects in design and construction for a period of 2

² These provisions should be moot, as they applied only so long as it took to build Academy Woods.

³ These provisions should also be moot.

years from the date of substantial completion and shall pay all costs and expenses of remedying any such defects during the 2 year period. Trustee and AWL shall not be responsible for any costs relating to the maintenance of LFA's private roadway system west of Parcel B.

2.3 Landscaping Along Access Road. LFA and the Association shall jointly select a landscape contractor and negotiate a landscape contract for the maintenance of the landscaping along the Access Road (including the entrance at Route 60); such contractor and the terms of the contract shall be subject to the reasonable approval of LFA and the Association. LFA, the Trustee and the Association shall share the costs of such landscape maintenance as follows: 2/3 to be borne by LFA and 1/3 to be borne by Trustee and the Association.

2.4 Maintenance of Stormwater Sewer Lines and Water Lines.

- (a) Trustee shall at its cost and expense maintain, repair and replace as necessary, so as to keep in good order and repair and in compliance with all legal requirements: (1) all stormwater sewer lines and water lines located on Parcel B; (2) the stormwater sewer line running from the southern boundary of Parcel B (approximately in the location of the lot line between lots 70 and 71) southerly across Parcel A to East Lake; and (3) the stormwater sewer line running from the northern boundary of Parcel B (approximately in the location of the lot line between Lots 9 and 10) northerly across Parcel A into the detention pond described in Section 1.4. Notwithstanding the foregoing, Trustee shall be relieved from responsibility for the maintenance, repair and replacement of any stormwater sewer line and any water line if and when such responsibility is assumed by the Association as part of the common area responsibilities on Parcel B; and both Trustee and the Association shall be relieved from responsibility for the maintenance, repair and replacement of any stormwater sewer line and any water line that is dedicated to and accepted by the City of Lake Forest or other appropriate governmental authority.
- (b) LFA shall at its cost and expense maintain, repair and replace as necessary, so as to keep in good order and repair and in compliance with all legal requirements, all water lines located on Parcel A; provided that LFA shall be relieved from responsibility therefor of any water line that is dedicated to and accepted by the City of Lake Forest or other appropriate governmental authority.

2.5 Maintenance of Detention Pond. LFA shall maintain and repair, so as to keep in good order and condition and in compliance with all legal requirements, the stormwater detention pond described in Section 1.4; and the cost of such maintenance, repair and replacement shall be allocated and borne equally by the Academy and Trustee.

2.6 Default Notice. Default notice to be given by non-defaulting party in writing specifying in particular what is being done or not done, and if the default is not cured in 30 days the non-defaulting party may perform the work and the cost thereof will be borne as specified in Article II. Also provides for process in case of emergency situation.

2.7 Assumption by Association. The Association hereby assumes and agrees to perform all obligations of Trustee with respect to the maintenance, repair and replacement of easement areas, the Access Road, landscaping, utility lines, detention pond and other matters as provided by this Article II, including without limitation, the obligation to pay Trustee's share of such maintenance, repair and replacement as provided in this Article II.

2.8 Mutual Indemnities. Parties agree to indemnify one another for losses caused by their respective agents, contractors, employees, etc. in the performance of work prescribed by Article II.

Article III – Enforcement and Liens

3.1 Enforcement; Default; Interest. If defaulting party fails to cure a default within 30 days of notice or fails to begin work to remedy a default in such period, the non-defaulting party has the right to cure the default. The defaulting party shall promptly repay, on demand, to the party curing the default, the defaulting party's share of the amounts reasonably expended by the other party in curing the default, subject to specified documentation. In cases of failure to pay an amount due hereunder, the amount due shall bear interest at 2% over the prime rate at Harris Trust.

3.2. Lien Rights. Establishes procedures and limits on use of liens to enforce payment of amounts due and arising under this agreement.

3.3. Effect Upon AWL and The Association. Limits liens to Parcel B.

3.4 Potential Future Division of Parcel A. Provides structure for disposition of the effect of this Agreement on any property sold by LFA for development.

3.5 Specific Performance. “[I]n the event of any actual or threatened breach by any party of any of the agreements contained herein, the other party or parties shall be entitled to injunctive or other appropriate relief compelling performance of the terms of this Agreement or restraining a party from any action in violation of the terms hereof;” “[I]n the event of a lien claim against Parcel B . . . , the party claiming the lien may obtain equitable relief compelling the levying and

collection of assessments by the Association . . . against and from the individual homeowners that are members of the Association”

Article IV – Miscellaneous

This article contains what lawyers refer to as “boilerplate” and is for the most part of little interest or significance to the regular, ongoing governance of the relationship between LFA and the Association. However, there are a couple of provisions that are worthy of note, and they are summarized below.

4.3 Cooperation. The parties agree to cooperate in all reasonable ways, including with the execution of any supplements hereto as contemplated above, in order to effectuate the purposes of this instrument.

4.4 Amendments. [T]his Agreement may be amended or terminated only by written agreement of the owners of Parcel A and the owners of Parcel B; provided that: (a) the agreement of the owners of Parcel B shall be conclusively established (i) by the agreement of the Association, subject to the consent of AWL so long as AWL beneficially owns twenty percent (20%) or more of the lots in Parcel B, or”

FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT

Title: Academy Woods Homeowners Association (Association)
Lake Forest Academy (Academy)
Reciprocal Easement Agreement
Lake County, Illinois Document # 3362176
Dated June 1, 1993

Date: May 17, 2011

Recorded: May 18, 2011 (File # 6733773)

Parties: Lake Forest Academy ("Academy")
Academy Woods Homeowners Association ("Association")

Recitals: The Academy and the Association are parties to a Reciprocal Easement Agreement ("REA") dated June 1, 1993 and recorded July 8, 1993, in Lake County, Illinois as Document 3362176.
The Access Road (defined in § 1.1 of the REA) was completed as provided in § 1.1 and is commonly known as "Academy Road", and the Academy and the Association wish to amend the terms of the REA relating to maintenance of the Access Road.
The Academy is the owner of Parcel A, and pursuant to § 4.4 of the REA, the consent of the owners of Parcel B shall be conclusively established by the agreement of the Association, provided Academy Woods, Ltd. No longer owns twenty percent (20%) or more of the lots in Parcel B.
Academy Woods, Ltd. No longer owns twenty percent (20%) of the lots in Parcel B, and the Academy and the Association wish to amend the REA as provided herein

Terms of

Amendment: 1. Article II, paragraph 2.2 entitled Maintenance of Access Road is deleted in its entirety and replaced by the following:

The Access Road refers to that private street (measured from back of curb to back of curb) commonly known as Academy Road, which begins at the intersection with the north right of way line of Illinois Route 60 and ends at the west end of Parcel B. The continuance of Academy Road west of Parcel B is exclusively maintained by the Academy for its use.

The Academy shall maintain the Access Road in a good and safe condition, free of ice and snow, in conformity with applicable legal requirements and in accordance with performance and economic standards mutually acceptable to the Academy and the Association (approval of which shall not be unreasonably withheld by either the Academy or the Association). If the Academy fails to so maintain the Access Road in Accordance with such standards, then the Academy and the Association shall jointly select a

contractor and negotiate a contract for the maintenance of the Access road; and such contractor and the terms of such contract shall be subject to the reasonable approval of the Academy and the Association.¹

In any event, the Academy shall bear 85% and the Association shall bear 15%, except for Access Road actual snow removal costs where the Academy shall bear 75% and the Association shall bear 25%.

2. Article II, paragraph 2.3, entitled Landscaping Along Access Road is hereby deleted in its entirety and replaced by the following:

The Association shall maintain all landscaping along the Access Road that is located within Parcel B *as well as the easterly side of Academy Road from the west end of Parcel B northward to the northwest corner of Parcel B.*² The Academy shall maintain all other landscaping along Academy Road.

¹ This paragraph was unchanged.

² The italicized portion of this new paragraph apparently refers to the area just west of Caxy Drive basically as it runs from Corbin Circle to the NW corner of Academy Woods adjacent to the drive which turns off Caxy Drive toward Warner House.

DECLARATION OF PRESERVATION RESTRICTIONS

Date: June 1, 1993

Recorded: July 8, 1993 (Lake Country, Illinois Document # 3362177)

Parties: Grantor: Lake Forest Academy ("LFA")

Grantee: Academy Woods, Ltd., as beneficiary of the declaration

Recitals: LFA is owner of real property described in Exhibit A ("Academy Property"). LFA has conveyed to Grantee real property adjacent to Academy Property, which is described in Exhibit B (the "Benefitted Property"). LFA has agreed that portion of the Academy Property of varying width lying along the western and northern boundaries of the Benefitted Property, shown as the Conservancy Area on the plat attached hereto as Exhibit C and referred to as the "Protected Property," has significant natural, scenic, and aesthetic value in its present state to the Grantee and the Benefitted Property and should be preserved and maintained.

Declaration: 1. LFA grants to Grantee and to its successors and assigns the right to enforce the covenants hereinafter set forth, it being agreed there shall be no waiver or forfeiture of Grantee's rights to insure compliance with the covenants and conditions of this Declaration by reason of any prior failure to act.

2. LFA covenants and agrees for the benefit of the Benefitted Property, that LFA shall not:

- (a) Construct or place on the Protected Property any residential, commercial, industrial or office buildings, signs, billboards, or any other structures; provided that Grantor reserves the right to install, maintain, repair and replace on the Protected Property underground public and private utilities.
- (b) Permit the parking or storage of motor vehicles on the Protected Property.
- (c) Cut or remove any trees, plants or other vegetation on the Protected Property, other than dead or diseased trees, plants and other vegetation, without the consent of Grantee (which consent shall not be unreasonably withheld), except as necessary to protect ecological values of the Protected Property or to control or prevent imminent hazard, disease or fire or to restore natural habitat areas or native vegetation.
- (d) Dump, place or store, or allow to be dumped, placed or stored on the Protected Property, ashes, trash, waste, garbage or other unsightly or offensive material.

(e) Permit any activity on the Protected Property detrimental to land preservation or any use that would change the natural character of the Protected Property, provided LFA may plant and maintain on the Protected Property flowers, nursery-type shrubs, trees and bushes so long as any such activity does not violate any of the other restrictions set forth in this Paragraph 2.

3. Except as expressly limited herein, Grantor reserves all rights as owner of the Protected Property to use the Protected Property for open space purposes and all other purposes not inconsistent with this Declaration.

4. If any provision of this Declaration, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions shall not be affected thereby.

5. If the Protected Property or any part thereof shall be taken by condemnation, this Declaration shall terminate automatically as to the property so taken, to the end that LFA may be fully compensated as though this Declaration had never been granted. The Declaration shall otherwise remain in full force and effect.

6. This Declaration shall automatically be terminated if the Benefitted Property is developed or used for any purpose other than 77 single family residences.

7. Covenants run with the Protected Property.

8. Declaration is for the benefit of and is enforceable by successors of Grantee as owners of the Benefitted Property.

9. Amendment or termination requires written agreement of LFA and the homeowners association to which owners of lots in the subdivision constituting the Benefitted Property belong, subject to the consent of Grantee so long as Grantee owns twenty percent (20%) or more of said lots.

FIRST AMENDMENT TO DECLARATION OF PRESERVATION RESTRICTIONS

Title: Academy Woods Homeowners Association (Association)
Lake Forest Academy (Academy)
Declaration of Preservation Restrictions
Lake County, Illinois Document # 3362177
Dated June 1, 1993

Date: May 17, 2011

Recorded: May 18, 2011 (File # 6733773)

Parties: Lake Forest Academy ("Grantor")
Academy Woods Homeowners Association ("Grantee")

Recitals: The Grantor and the Grantee are parties to a Declaration of Preservation Restrictions ("DPR") dated June 1, 1993 and recorded July 8, 1993, in Lake County, Illinois as Document 3362177.
The Grantor and the Grantee wish to memorialize with this First Amendment ownership and maintenance of the Conservancy Area, also referred to as the Protected Property, that the DPR established and which is described in Exhibit C of the DPR.

Terms of

Amendment: 1. Paragraph 2 is amended by the addition of a new sub paragraph f as follows:

(f) Grantor, as owner, covenants and agrees that Grantee shall maintain that portion of the Protected Property that, as part of the construction of Grantee's lots, was improved by grading, berming and planting grass, trees and shrubs and was intended to provide a visual screen between Grantor's property other than the Protected Property and Grantee's property.

Grantee agrees to perform this maintenance in a workmanlike manner following commonly used standards for mowing, fertilizing, weeding and pruning of planted grass, trees and shrubs, including any replacement plants as may be furnished by Grantor under the provisions of paragraph 2.c.

Academy Woods Homeowners Association
Lake Forest Academy Issues
Report to Residents
October 1, 2009

The purpose of this report is to inform all Academy Woods residents of background, recent events and current issues with Lake Forest Academy (LFA) that have the potential to impact resident property values and the quality of life that we enjoy in Academy Woods. It is neither your Board's intent nor its opinion that the growth of enrollment, programming and activities at Lake Forest Academy are negatives. In fact, they are positives for the Academy and the community as a whole. Since Academy Woods completed its build out, enrollment at the Academy has grown from approximately 260 students to 400 this academic year. More importantly, the Academy's matriculation rate has increased, and the quality of colleges selected has improved significantly. This growth in enrollment brings growth in all areas of endeavor- sports programs, student activities, performing arts, food service, etc. etc. It has driven the Academy to develop a Master Facilities Plan to bring needed, new construction projects to the expanding campus. A key component of this plan is new faculty housing to accommodate the needs of a growing faculty. The Academy's legitimate growth steps are the basis for the issues that impact Academy Woods.

First- some background about the formal relationship between AWHHA and the Academy. It is governed by two agreements between AWHHA and the Academy, and these agreements were developed in 1993 before any homes were built in Academy Woods and at a time when the Academy needed funds. The Reciprocal Easement Agreement (REA) governs the shared infrastructure between the two organizations- things like Academy Drive, the lower storm water retention pond just north of Academy Woods Drive, sewer lines, common utilities and the like. It establishes easements between the two properties so that each party can maintain and repair any infrastructure that may also be shared with the other. It also prescribes cost sharing arrangements for the maintenance of common infrastructure the most important of which are Academy Drive and the storm water retention pond mentioned above.

Lacking any information about traffic counts at the time (since Academy Woods hadn't been built), AWHHA developer Bob Shaw and the Academy agreed that Academy Drive maintenance costs would be shared 1/3 AWHHA- 2/3 LFA. The storm water retention pond maintenance cost was agreed to be shared 50-50, again lacking enough information about actual storm water flow until Academy Woods was built out. The REA specifies both splits.

The second agreement known as the Declaration of Preservation Restrictions Agreement (DPR) was executed to govern the shared borders between Academy Woods and LFA and establish Conservancy zones that maintain visual separation and protect each party from encroachment by the other. The Conservancies are specifically

defined in the agreement and diagramed on a plat map that is part of the agreement. These areas run around the outer perimeter of Academy Woods on the south, west and north. The east perimeter is the Metra/Canadian Pacific railroad right of way. The agreement prohibits removal of plant material, construction of any type, parking, material storage, or any activity that would change or alter the natural characteristics of the Conservancy area. This agreement primarily benefits Academy Woods because the Conservancy areas are actually Academy property but in order to make the Academy Woods development viable and compliant with City regulations, these "buffer zones" needed to be established and protected.

Several years ago, new Academy leadership began a comprehensive program to upgrade the Academy academically, bring in more highly qualified faculty, expand curriculum and activities, expand athletic programs and generally grow the institution. A Master Facilities Plan was developed to accommodate growth and update the aging campus and its infrastructure. Atlas dormitory was built, the Cressey Center for the Arts was built, new faculty housing was built and recently, the Fitzsimmons wing was added to the front of the ice arena connecting to the Glore Gym. Athletic fields were expanded and upgraded, 24/7 campus wide security was established and campus maintenance was upgraded. Several additional projects are planned, and funding efforts, which have been quite successful, are ongoing at the Academy. In addition, there are future issues that potentially impact Academy Woods including the status of "lower faculty circle" (out near Route 60), the possibility of a street cut to Academy Drive connecting Willow Lake to Academy Drive and the possibility of a north entrance to the Academy from the vicinity of Halas Hall or the north end of Field Drive.

As previously noted, enrollment grew from 260 to 400 and with it, Academy related traffic on Academy Drive also grew to the point where, two years ago, AWHHA asked the City to conduct a traffic study to determine how much Academy Drive traffic was Academy related vs. Academy Woods related bearing in mind that the increase in traffic may have rendered the arbitrarily determined 1/3 - 2/3 split on Academy Drive maintenance costs obsolete. The City traffic study showed that Academy related traffic constitutes 85% of all traffic on Academy Drive. Further, recent and planned Academy construction activity places significant additional wear and tear on the roadway so AWHHA sought to have the 1/3 - 2/3 split on Academy Drive costs amended to reflect reality as shown in the traffic counts and construction activity present and future. A series of meetings with the Academy have not been successful in amending this split, and efforts to resolve this continue as this report is written.

Meanwhile, the Academy continues to implement additional components of its facilities plan, and has notified AWHHA of its interest in locating new faculty housing immediately adjacent to the Conservancy areas behind the north side of Princeton Court and a portion of the west side of Academy Woods Drive that is immediately north of the intersection with Princeton Court. AWHHA expressed concern to the Academy that such activity might impact the Conservancy areas protected by the DPR agreement and would not receive AWHHA support because the project could negatively impact property values of adjacent Academy Woods residents. In addition, the Academy notified AWHHA

of its intent to enlarge the storm water retention pond behind the northerly houses on Academy Woods Drive. This enlargement is necessitated by the planned construction activity. The engineering plans for this expansion have not been submitted to either the City or Academy Woods as of this date.

AWHA met with the City to understand what its rights are and what the Academy's rights are. AWHHA learned that the Academy will not be permitted to engage in any new construction activity that creates impervious surface (buildings, tennis courts, paved roads, walks, etc.) without expanding the storm water retention pond currently shared 50-50 by AWHHA and the Academy. In other words, the Academy must work with AWHHA to expand the storm water retention pond in order to permit additional construction. We intend to work with the Academy to assess the possibility of expanding the retention pond, just as we have worked cooperatively with them on past projects. However, we, as a Board, have an obligation to Academy Woods homeowners to assure that their property values are protected. Accordingly, our objectives are to 1.) make sure that Academy construction does not adversely impact resident property values, 2.) amend cost sharing arrangements between AWHHA and LFA to reflect reality and 3.) create the framework for good relations going forward with the Academy.

The Academy has billed AWHHA for 1/3 of the repaving cost of Academy Drive, and AWHHA intends to pay this invoice, protect resident property values, and amend the cost splits as a single transaction. A meeting with Senior officials at the Academy is pending. The Board will keep residents informed of developments.

For the Academy Woods Homeowners Association Board of Directors:

L. E. "Scotty" Wood, III, President



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Motor Vehicle Collision: two dead after two-vehicle wreck

Legal News for Illinois Auto Accident Attorneys. Two people were killed in a fatal crash involving a pickup truck and a semi-tractor trailer.

Two family relatives pronounced dead after fatal crash outside Chicago.

Lake Forest, IL—An unfortunate motor vehicle collision (MVC) involving a pickup truck and a semi-tractor trailer left two people dead on Saturday, December 26, 2009, reports the Lake County News-Sun. The incident allegedly occurred around 3 p.m. at Route 60 and Academy Road.

According to information provided by sources, Ezat Babapour, 41, of Chicago, and his nephew from Germany, Aminamin Saleh, 13, were traveling east on Route 60 in Babapour's 2002 Toyota Tundra pickup truck when the accident happened. Babapour reportedly lost control of the vehicle on a snow-covered roadway, and began to spin near Academy Woods Drive. A westbound semi-tractor trailer allegedly struck the pickup truck after it crossed the centerline into oncoming traffic.

Emergency medical services (EMS) crews responded to the scene to transport those injured to hospitals for treatment. Unfortunately, both of the pickup trucks' occupants were pronounced dead upon their arrival at the medical centers. Babapour was taken to Lake Forest Hospital, and Saleh was transported to Advocate Condell Medical Center. The driver of the semi-tractor trailer was reported uninjured in the wreck, and did not receive any citations for the incident.

The Lake County coroner allegedly reported that Saleh came to the U.S. from Germany to visit Babapour, his uncle.

Legal News Reporter: Sandra Quinlan- Legal News for Illinois Auto Accident Lawyers.



Man, nephew killed in Lake Forest traffic accident

Police say car lost control, hit by truck

December 29, 2009



LAKE FOREST — A 13-year-old boy visiting from Germany and his 41-year-old uncle from Chicago were killed in a weekend car crash while driving to Lake Forest to visit relatives, officials said Monday.

Ezat Babapour was near Lake Forest Academy when his car spun and was struck by a truck, Lake Forest Police Deputy Chief Glenn Burmeister said.

Babapour died later that day, Coroner Richard Keller said, as did his passenger, Aminamin Saleh.