

O R D I N A N C E

78-0-6

AN ORDINANCE APPROVING THE DEVELOPMENT OF CERTAIN  
PROPERTY IN THE VILLAGE OF LONG GROVE, LAKE COUNTY,  
ILLINOIS AS A SPECIAL USE FOR PLANNED UNIT DEVELOPMENT

WHEREAS, there has been filed with the Village of Long Grove a Petition for a Special Use for Planned Unit Development relative to the real estate commonly known as the "Kloman Property" which is legally described in Exhibit A attached as a part hereof; and

WHEREAS, the Kloman Property is presently classified as an R-2 Single-Family Residential District pursuant to the Long Grove Zoning Ordinance; and

WHEREAS, pursuant to proper publication of notice and notice to property owners residing within 250 feet and all other requirements of the ordinances of the Village of Long Grove, public hearings were held by the Plan Commission which thereafter rendered its favorable report and recommendations to the President and Board of Trustees; and

WHEREAS, the President and Board of Trustees considered such report and recommendations and determined that the proposed special use conforms with the purposes of a planned unit development prescribed in Section VIII of the Long Grove Zoning Ordinance; and

WHEREAS, by resolution entitled "Resolution Relative to Kloman Property, 76 Acres, Northwest Corner of Checker and Arlington Heights Road, 77-R-5" which was adopted by the President and Board of Trustees of the Village of Long Grove on July 26, 1977, the preliminary planned unit development plat for

the Kloman Property, to be known as "Savanne of Long Grove" was approved, subject to the conditions set forth in said resolution; and

WHEREAS, the Final Planned Unit Development Plat of Savanne of Long Grove, of which a true copy is attached as Exhibit "B" and made a part hereof, and the supporting engineering and data are found to be in conformity with the pertinent ordinances and regulations of the Village of Long Grove and with the aforesaid resolution No. 77-R-5; and

WHEREAS, it has been determined that, in order to promote and maintain orderly growth of the Village, it is in the best interests of the Village to allow the development of the Kloman Property as a Planned Unit Development under the terms and conditions contained herein;

NOW THEREFORE, be it ordained by the President and Board of Trustees of the Village of Long Grove, Lake County, Illinois as follows:

Section 1. The President and Board of Trustees of the Village of Long Grove, Lake County, Illinois find the recitations stated in the preamble of this ordinance to be true.

Section 2. Special Use for Planned Unit Development.  
A Special Use Permit is hereby granted to the respective owners of the land legally described in Exhibit A to develop said land as a Planned Unit Development in compliance with the said Final Planned Unit Development Plat and with all of the easements, covenants, restrictions and other provisions appearing thereon, subject to compliance with the provisions of this ordinance.

Section 3. Sanitary Sewer Service. Each residence constructed on lots 1 to 42, both inclusive, shall be served by public sanitary sewers installed at no cost to the Village and

operated and maintained by the County of Lake at no cost to the Village. Sanitary sewer service to lots 43, 44 and 45 upon the same terms shall be made available upon equitable sharing of costs by mutual agreement of the interested parties and without obligation on the part of the Village.

Section 4. Private Streets. Bordeaux Lane and Bernay Lane, being situated in easements provided for that purpose, are hereby designated private streets. Documents in form and substance identical to Exhibit "C", entitled "Bordeaux Lane Easement and Covenants", and Exhibit "D", entitled "Bernay Lane Easement and Covenants", both of said Exhibits being attached as a part hereof, shall be full executed and recorded immediately upon recordation of the said Final Planned Unit Development Plat.

Section 5. Lot 43 Special Restriction. Lot 43 shall used only in accordance with the following:

(A) The entire parcel shall be used for no more than two (2) single family residences and will be held as one (1) tract of land under common ownership and shall not hereafter be divided or sold except as a single tract.

(B) A document in form and substance identical to Exhibit "E", entitled "Declaration", which is attached as a part hereof, shall be fully executed and recorded immediately upon recordation of the said Final Planned Unit Development Plat.

(C) A new outdoor riding arena may be erected on Lot 43 only with design and square footage (not to exceed 40,000 square feet) approval of the Long Grove Village President and Board of Trustees.

Section 6. Lot 44 Special Restriction. Lot 44 shall be used only for office purposes in conformity with the regulations in the Office Zoning District, Ordinance 77-0-3, of the Village of Long Grove, except that the minimum building setbacks from Lots 5, 6, 43, 45 and 46 shall be 100 feet, the minimum parking lot setbacks shall be 100 feet from Lots 5, 6 and 43 and no setbacks shall be required for parking lots as to Lots 45 and 46, with connecting and/or common drives permitted between Lot 44 and Lots 45 and 46; in addition, specific plans for any office building, including the location, renderings showing the architecture thereof, parking areas and driveway access, shall be submitted to and approved by the Village Board prior to the issuance of a building permit, with ingress and egress to Arlington Heights Road limited to right turns only for southbound traffic. No building permit shall issue until a letter of credit is deposited with and approved by the Village for any public improvements to be constructed thereon.

Section 7. Lot 45 Special Restriction. Lot 45 shall be used only for church and directly related purposes, excluding residences, and no building permit shall be issued for any church building on the property unless and until the specific plans therefor, including the location of the proposed building, renderings showing the architecture thereof, parking areas, and driveway entrances are submitted to the Village Board for review and approval, with ingress and egress to Arlington Heights Road limited to right turns only for southbound traffic. No building permit shall issue until a letter of credit is deposited with and approved by the Village for any public improvements to be constructed thereon.

Section 8. Lot 46 Special Restriction. Lot 46 shall be used only for church and directly related purposes, excluding residences, and no building permit shall be issued for any

church building on the property unless and until the specific plans therefor, including the location of the proposed building, renderings showing the architecture thereof, parking areas, and driveway entrances, are submitted to the Village Board for review and approval. No building permit shall issue until a letter of credit is deposited with and approved by the Village for any public improvements to be constructed thereon.

Section 9. Construction Traffic. Checker Road shall not be utilized by the developer of Lots 1 to 42, both inclusive, or its agents, employees, contractors and subcontractors. The developer shall construct residences on Lots 35 to 42 within one (1) year after the date hereof, first erecting a physical barricade to prevent ingress and egress between Bordeaux Lane and Checker Road for construction traffic. Said Lots are to be served by a temporary road from the North during the construction period. Upon completion of the construction of these houses, the temporary road shall be severed and the barricade removed in its entirety.

Section 10. Checker Road Maintenance. The developer of Lots 1 to 42, both inclusive, and the owners of Lots 44, 45 and 46, at the time of securing building permits for the respective parcels, shall pay to the Village a sum, computed on a frontage foot basis, equal to the then current bid for scarifying and seal coating Checker Road adjacent to such respective parcels for a width of approximately (22) feet, said costs having been determined to be approximately \$2.10 per frontage foot as of July 26, 1977.

Section 11. The provisions of the Long Grove Zoning Ordinance, Subdivision Regulations and Building Regulations,

shall be applicable to Savanne of Long Grove, except as otherwise provided by this Ordinance.

Section 12. The Village Clerk is hereby directed to record a certified copy of this Ordinance, with all attachments attached thereto, with the Lake County Recorder's Office.

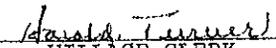
Section 13. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this 25th day of April, 1978.

APPROVED:

  
VILLAGE PRESIDENT

ATTEST:

  
VILLAGE CLERK

APPROVED:

\_\_\_\_\_  
VILLAGE ATTORNEY

ROLL CALL VOTE:

AYES: 4

NAYES: 0

ABSENT: 2

LEGAL DESCRIPTION OF THE "KLOMAN PROPERTY"  
TO BE DEVELOPED AS A SPECIAL USE FOR  
PLANNED UNIT DEVELOPMENT KNOWN AS  
"SAVANNE OF LONG GROVE"

The East half of the Northeast 1/4 of Section 31, Township 43 North, Range 11 East of the Third Principal Meridian, (except the North 311.50 feet of the East 733.00 feet thereof) and that part of the Southeast 1/4 of Section 31, Township 43 North, Range 11 East of the Third Principal Meridian, bounded by a line described as follows: Beginning at the Northeast corner of the Southeast 1/4 of said Section 31; thence South 90°00'00" West, along the North line of the Southeast 1/4 of said Section 31, a distance of 490.73 feet to a point in the center line of Checker Road; thence South 76°49'35" East, along the center line of said Checker Road, 502.80 feet to a point in the East line of the Southeast 1/4 of said Section 31, said point also being the center line of Arlington Heights Road; thence North 00°34'51" East along the East line of the Southeast 1/4 of said Section 31, a distance of 114.60 feet to the point of beginning, all in Lake County, Illinois.

EXHIBIT A

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF C O O K )

I, \_\_\_\_\_, a Notary Public  
in and for said County, in the State aforesaid; DO HEREBY  
CERTIFY, that BLANCHE W. KLOMAN, personally known to me to  
be the same person whose name is subscribed to the foregoing  
instrument, appeared before me this day in person, and ac-  
knowledged that \_\_\_he\_\_\_ signed, sealed and delivered the said  
Instrument as \_\_\_\_\_ free and voluntary act, for the uses and  
purposes therein set forth, including the release and waiver  
of the right of homestead.

GIVEN under my hand and Notarial seal, this \_\_\_\_\_  
day of \_\_\_\_\_ A.D. 1977.

\_\_\_\_\_

BORDEAUX LANE EASEMENT AND COVENANTS

The KENNEDY COMPANY, a corporation organized and existing under the laws of the State of Illinois, being the owner and developer of Lots 1 through 42, both inclusive, in "Le Savanne of Long Grove", according to a Planned Unit Development plat recorded in Lake County, Illinois, on \_\_\_\_\_, 1977, as document number \_\_\_\_\_,

does hereby grant, establish, declare and confirm the easements and covenants set forth below:

1. A non-exclusive easement is hereby confirmed and established for ingress and egress across, over and upon Bordeaux Lane, a private lane, for the concurrent benefit and use of Lots 35, 36, 37, 38, 39, 40, 41 and 42 in said Le Savanne of Long Grove, as depicted on the aforesaid plat of subdivision.
2. By acceptance of a deed of conveyance from Declarant of any of said Lots, the grantee therein shall be deemed to have mutually covenanted with the owners of the other said Lots at all times thereafter to keep the said easement in sightly condition and to maintain, repair and renew the private lane thereon and to keep it free from snow and obstructions, the owner of each said Lot bearing one-eighth (1/8) of the total cost thereof.
3. From time to time the owners of all of said Lots shall jointly determine the reasonable need for such maintenance, repair, renewal and other above-related services and the means and cost of providing the same, including the designation of a representative to administer the same. In the event the owners shall fail to agree unanimously on any such matter within thirty (30) days after receipt of written notice from one or more owner(s) to all of the other owners, the written concurrence in regard

EXHIBIT C

to any such matter of the owners of at least six (6) of the said Lots within one hundred twenty (120) days after receipt of such written notice shall be binding upon the owners of all of said Lots. The owner of each Lot shall pay and contribute his one-eighth (1/8) share of the total cost within thirty (30) days after receipt of written Notice of Assessment from the representative administrator. Assessments not paid on or before such due date shall bear interest thereafter at the highest rate (not exceeding eight percent (8%) per annum) then allowable for personal loans under the applicable laws until paid. All payments on account shall be applied first to accrued and unpaid interest and then to the assessment. The unpaid portion of an assessment which is due, and any interest then and thereafter accruing thereon, shall become a lien on the Lot from which it is due upon the recording of a Certificate of Non-Payment of Assessment in the Office of the Recorder of Deeds of the Lake County. The fees and other costs incurred for recording such certificate shall be recoverable as part of the delinquent assessment and, as such, shall become a lien on the Lot. The grantee from any Lot owner shall be jointly and severally liable with such Lot owner for all assessments, accrued interest, fees and costs which remain due and payable at the time of conveyance, without prejudice, however, to the rights of the grantee to recover from the grantor all such amounts paid by the grantee thereof. Every notice, request or other communication pursuant hereto shall be deemed received upon delivery to the person(s) to whom it is directed or upon leaving the same in the mail receptacle or affixed to the front

door of the residence situated on the Lot belonging to such person(s).

1. The representative administrator or any Lot owner, one or more, may enforce collection in behalf of all of the Lot owners of such delinquent assessments, accrued interest, fees and costs by suit at law, by foreclosure of the liens securing the assessments, or by any other competent proceeding, in which-ever event the plaintiff(s) shall be entitled to recover in the same action, suit or proceeding all costs incident to the collection and the action, suit or proceeding, including without limiting the same to, reasonable attorneys' fees.
2. The covenants herein established, declared and confirmed shall run with the land and shall be binding upon the respective grantees and their heirs, executors, administrators, successors and assigns and all persons claiming under them.

IN WITNESS WHEREOF, the declarant has caused this instrument to be executed by its President and the corporate seal to be hereto affixed and attested by its Secretary this            day of            , 1977.

ATTEST

THE KENNEDY COMPANY

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President

STATE OF ILLINOIS    )  
                          ) SS.  
COUNTY OF C O O K    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY THAT \_\_\_\_\_ as \_\_\_\_\_ President of THE KENNEDY COMPANY and \_\_\_\_\_ as \_\_\_\_\_ Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ President and \_\_\_\_\_ Secretary respectively, appeared before me this day in person and severally acknowledge that they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors 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 official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1977.

\_\_\_\_\_  
Notary Public

DBH:mr  
2850-77-04  
10/13/77

BERNAY LANE EASEMENT AND COVENANTS

MEMORANDUM OF AGREEMENT between THE KENNEDY COMPANY, a corporation organized and existing under the laws of the State of Illinois, ("Kennedy") and Blanche W. Kloman and Arcadia Farm, Inc., a corporation organized and existing under the laws of the State of Illinois ("Kloman"), WITNESSETH THAT

WHEREAS Kennedy is the owner and developer of Lots 1 through 42, both inclusive, in "Le Savanne of Long Grove," according to a Planned Unit Development plat recorded in Lake County, Illinois, on \_\_\_\_\_, 1977, as document number \_\_\_\_\_; and

WHEREAS Kloman is the owner of Lot 43 in said "Le Savanne of Long Grove"; and

WHEREAS Kennedy and Kloman desire to provide for access to Lots 4, 5, 6, 7 and 43 of said "Le Savanne of Long Grove";

NOW THEREFORE in consideration of the mutual covenants herein contained and other good and valuable considerations the receipt of which is hereby acknowledged by the parties, it is agreed as follows:

1. Kennedy does hereby grant and convey to Kloman a non-exclusive easement as defined and described in paragraph 2 hereof for the benefit and use of said Lot 43 and does hereby confirm and establish a non-exclusive easement as defined and described in paragraph 2 hereof for the benefit and use of Lots 4, 5, 6, and 7.
2. The said easements herein granted, conveyed, confirmed and established shall be for the purpose of ingress and egress across, over and upon Bernay Lane, a private lane, as depicted in aforesaid Planned Unit Development plat for the

EXHIBIT D

concurrent benefit and use of the said Lots 4, 5, 6, 7 and 43.

3. Kennedy and Kloman, for themselves and their respective grantees, heirs, executors, administrators and assigns, mutually covenant and agree that the owners of Lots 4, 5, 6, 7 and 43 at all times shall keep the easement area in sightly condition and shall maintain, repair and renew the private roadway thereon and keep it free from snow and obstructions. The total cost thereof shall be shared in the following proportions:

- (a) Shared Segment. The cost attributable to that portion of Bernay Lane extending from Arlington Heights Road to the Westerly boundary, as extended into Bernay Lane, of the driveway serving Lot 6 or Lot 7 which is situated farthest from Arlington Heights Road ("Shared Segment") shall be shared equally by the respective owners of Lots 4, 5, 6, 7 and 43, each being charged a one-fifth (1/5) share;
- (b) Kloman Segment. The cost attributable to that portion of Bernay Lane lying West of the Shared Segment as described in subparagraph (a) ("Kloman Segment") shall be charged entirely to the owner(s) of Lot 43.

4. From time to time the owners of Lots 4, 5, 6, 7 and 43 shall jointly determine the reasonable need for such maintenance, repair, renewal and other above-related services and the means and cost of providing the same, including the designation of a representative to administer the same. In the event the owners shall fail to agree unanimously on any such mat-

ter within thirty (30) days after receipt of written notice from one or more owner(s) to all of the other owners, the written concurrence in regard to any such matter of the owners of at least four (4) of the said Lots within one hundred twenty (120) days after receipt of such written notice shall be binding upon the owners of all of said Lots. The owner of each Lot shall pay his share of the total cost as provided in paragraph 3 within thirty (30) days after receipt of written Notice of Assessment from the representative administrator. Assessments not paid on or before such due date shall bear interest thereafter at the highest rate (not exceeding eight percent (8%) per annum) then allowable for personal loans under the applicable laws until paid. All payments on account shall be applied first to accrued and unpaid interest and then to the assessment. The unpaid portion of an assessment which is due, and any interest then and thereafter accruing thereon, shall become a lien on the Lot from which it is due upon the recording of a Certificate of Non-Payment of Assessment in the Office of the Recorder of Deeds of the Lake County. The fees and other costs incurred for recording such certificate shall be recoverable as part of the delinquent assessment and, as such, shall become a lien on the Lot. The grantee from any Lot owner shall be jointly and severally liable with such Lot owner for all assessments, accrued interest, fees and costs which remain due and payable at time of conveyance, without prejudice, however, to the rights of the grantee to recover from the grantor all such amounts paid by the grantee thereof. Every notice, request or other communication pur-

suant hereto shall be deemed received upon delivery to the person(s) to whom it is directed or upon leaving the same in the mail receptacle or affixed to the front door of the residence situated on the Lot belonging to such person(s).

5. The representative administrator or any Lot owner, one or more, may enforce collection in behalf of all of the Lot owners of such delinquent assessments, accrued interest, fees and costs by suit at law, by foreclosure of the liens securing the assessments, or by any other competent proceeding, in whichever event the plaintiff(s) shall be entitled to recover in the same action, suit or proceeding all costs incident to the collection and the action, suit or proceeding, including without limiting the same to, reasonable attorneys' fees.
6. The covenants herein established, declared and confirmed shall run with the land and shall be binding upon Kennedy and Kloman and their respective heirs, executors, administrators, successors and assigns and all persons claiming under them.

IN WITNESS WHEREOF, the parties have executed this instrument

this      day of                      , 1977.

ATTEST:

THE KENNEDY COMPANY

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President

ATTEST:

ARCADIA FARM, INC.

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President

\_\_\_\_\_  
Blanche W. Kloman, Individually

STATE OF ILLINOIS     )  
                              )  SS.  
COUNTY OF C O O K    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY THAT \_\_\_\_\_ as \_\_\_\_\_ President of THE KENNEDY COMPANY and \_\_\_\_\_ as \_\_\_\_\_ Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ President and \_\_\_\_\_ Secretary respectively, appeared before me this day in person and severally acknowledge that they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors 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 official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1977.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS     )  
                              )  SS.  
COUNTY OF C O O K    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY THAT \_\_\_\_\_ as \_\_\_\_\_ President of ARCADIA FARM, INC. and \_\_\_\_\_ as \_\_\_\_\_ Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ President and \_\_\_\_\_ Secretary respectively, appeared before me this day in person and severally acknowledge that they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors 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 official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1977.

\_\_\_\_\_  
Notary Public

DECLARATION

DECLARATION made this 8th day of November, 1977 by ARCADIA FARM, INC., an Illinois corporation ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the following described real estate ("Subject Premises") in Lake County, Illinois:

Lot 43 in Le Savanne of Long Grove, a subdivision of part of the East half of the Northeast quarter of Section 31; Township 43 North, Range 11, East of the Third Principal Meridian in Lake County, Illinois

and

WHEREAS, as an incident of the sale of abutting real estate belonging to Declarant which lies North, East and West of the Subject Premises, Declarant desires to establish certain covenants and restrictions with respect to the Subject Premises;

NOW THEREFORE, Declarant, as owner of Subject Premises, hereby declares that the Subject Premises shall be held, sold and conveyed subject to the following covenants and restrictions which shall run with the land and shall be binding upon all persons now or hereafter having any right, title or interest therein, or any part thereof, and their respective heirs, legatees, personal representatives, successors and assigns:

1. No more than 27 horses, only 25 of which may be boarders owned by persons other than the owner or occupant of the Subject Premises, shall be permitted to be kept or used on the Subject Premises and no horse shows, rodeos, or similar activities shall be conducted thereon.
2. All grain shall be stored in metal lined bins with covers to provide insect and rodent tight facilities.
3. Manure shall be removed from the stalls at least once each day.
4. Until removal from the Subject Premises, all manure shall be stored in a roofed enclosure, effectively screened with 16-mesh screen wire. All manure shall be removed from the premises at least every two weeks from April 1 to October 31 of each year and at least every 45 days from November 1 to March 31 of each year.
5. The perimeter of any outside area to be occupied by horses shall be fenced with material of sufficient strength and height to prohibit horses from straying into abutting properties. Fences shall be maintained at all times in sightly and functionally effective condition.
6. The covenants and restrictions herein contained are for the benefit of and may be enforced by the owner or owners of any lot in said Savanne of Long Grove which abuts the North, East or West boundaries of the Subject Premises ("Benefited Lots") by proceeding at law or in equity or by any other competent proceeding.
7. This Declaration shall remain in force until December 31, 2002, and thereafter for successive ten (10) year periods, unless

EXHIBIT E

amended or terminated as provided herein. This Declaration may be amended from time to time or terminated by written instrument executed by Declarant and the owners of at least two-thirds (2/3) of the Benefited Lots, effective upon recording the same in the Office of the Recorder of Deeds of Lake County, Illinois.

IN WITNESS WHEREOF, said Declarant has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Assistant Secretary, this 8th day of November, 1977.

ARCADIA FARM, INC.

CORPORATE SEAL

By: \_\_\_\_\_  
Blanche W. Kloman, President

ATTEST:

\_\_\_\_\_  
J. William Braithwaite  
Assistant Secretary

STATE OF ILLINOIS)  
                          )SS  
COUNTY OF C O O K)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Blanche W. Kloman personally known to me to be the President of Arcadia Farm, Inc., an Illinois corporation, and J. William Braithwaite personally known to me to be the Assistant 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 Assistant Secretary, they signed and delivered the said instrument as President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors 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 official seal, this 8th day of November, 1977.

\_\_\_\_\_  
Notary Public

Commission Expires:

This instrument prepared by: David Hoffman  
72 West Adams Street, Suite 1500, Chicago, IL 60602