

GRANT OF EASEMENT
CITY OF HIGHWOOD
O KORDELL

PREPARED BY & MAIL TO:

Paul P. Diambri, Esq. ① 11349471
Law Offices of Diambri & Caravello
300 Green Bay Road
Highwood, IL 60040-1396

4526706

Filed for Record in:
LAKE COUNTY, IL
MARY ELLEN VANDERVENTER - RECORDER
On May 12 2000
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Deputy - Cashier #1

This Grant of Easement (hereinafter "Easement Grant") is entered into this 21st day of March, 2000, by and between Jeffrey Kordell and Toni Canino Kordell, (hereinafter the "Grantee") and the City of Highwood, a Municipal corporation created and existing by virtue and under the laws of the State of Illinois (hereinafter the "Grantor").

R E C I T A L S

A. The Grantor is the owner of, or has an interest in the tract of land described as follows and hereinafter referred to as the "Easement Premises":

24 FOOT EASEMENT OVER PART OF J.S. PRALL'S FORT SHERIDAN SUBDIVISION IN THE WEST HALF OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE NORTH EAST CORNER OF LOT 28 IN FIOCCHI'S RESUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JULY 23, 1969 AS DOCUMENT 1429756; THENCE EAST 15 FEET ALONG THE EAST EXTENSION OF THE NORTH LINE OF SAID LOT 28 TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVING LINE HAVING A RADIUS OF 46 FEET, CONCAVED SOUTHERLY 25 FEET; THENCE STILL EASTERLY ALONG A CURVING LINE HAVING A RADIUS OF 198 FEET AND CONCAVED NORTHERLY TO THE POINT OF INTERSECTION WITH THE WESTERLY LINE OF SHERIDAN ROAD. SAID POINT BEING 74 FEET NORTHERLY OF THE POINT OF CURVATURE IN THE WESTERLY LINE OF SHERIDAN ROAD WHICH LIES EASTERLY OF THE EAST LINE OF SAID LOT 28.

B. The Grantee is or will become the owner of a tract of land described as follows and hereinafter referred to as "Grantee's Premises":

LOT 28 IN FIOCCHI'S RESUBDIVISION ACCORDING TO THE PLAT THEREOF, RECORDED JULY 23, 1969 AS DOCUMENT NO. 1429756, BEING A SUBDIVISION OF PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF A 20.0 FOOT, MORE OR LESS, WIDE

STRIP OF LAND THAT ADJOINS THE SOUTHWESTERLY LINE OF THE ABOVE DESCRIBED PROPERTY ACCORDING TO THE DEED THEREOF RECORDED AS DOCUMENT 1973778, IN LAKE COUNTY, ILLINOIS.

C. The Grantor wishes to grant and the Grantee wishes to receive an easement over and across the Easement Premises as follows.

D. The properties owned or controlled by the Grantor adjacent to the Easement Premises are largely unimproved.

E. The Grantee represents that the Grantee's Premises will be initially improved with a veterinary facility with no kennel facilities, all subject to further approval of the Grantor as it relates to building permits, and appearance, subject to the ordinances and regulations of the City of Highwood as they may be amended from time-to-time. Further, the Grantee intends to continue to operate the veterinary facility on the Grantee's Premises for so long as it is feasible for him to do so.

F. The Grantee acknowledges for the benefit of Grantor that it has been advised that portions of the property owned or controlled by the Grantor adjacent to the Easement Premises are currently used for, and will continue to be used for its municipal water tower; public works activities; gasoline and diesel fuel dispensing; material, equipment and spillage yard; other municipal purposes, or other purposes permitted by the municipality, including but not limited to telecommunication facilities or otherwise.

NOW THEREFORE, in consideration of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration as set forth below, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements and covenants and restrictions are made:

1. Grant of Easement. The Grantor hereby grants to the Grantee his heirs, and assigns, as an easement appurtenant to the Grantee's Premises, a non-exclusive easement for vehicular and pedestrian ingress and egress over and across the Easement Premises. Further provided that the Grantee shall fulfill all of the requirements set forth in this Agreement as a condition precedent to the Easement Grant becoming effective. These shall include:

A. Payment by the Grantee to the Grantor of the sum of \$23,000.00, for landscaping purposes, and payable as follows: \$7,000.00 upon the execution of this Agreement; and \$2,000.00 on the first day of April, 2001; and \$2,000.00 on the first day of April in each year thereafter, during the term of this Agreement until the Grantee has paid the sum of \$23,000.00 to the Grantor, for landscaping purposes. In the event the Grantee fails to make any payment on the date due, then the Grantor may terminate this Easement Grant upon 14 days notice from the Grantor to the Grantee.

Further provided, however that the Grantee reserves the right to petition the City Council of the City of Highwood, to modify, defer or relieve the financial obligation imposed upon him for the subsequent installment payments (\$2,000.00 payments). Such request for relief may include such factors as, modification of the landscape plan for the City's property adjacent to the Grantee's Premises; cost overruns in construction; other donations to the City for Park improvements; other financial considerations. Any relief granted shall be pursuant to an Ordinance adopted by the City. Grantee acknowledges for the benefit of the Grantor

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that no representation or promise has been made to the Grantee that any relief will be granted by the City Council; however, the City Council will consider any request made by Grantee.

B. Granting of an easement over portions of the Grantee's Premises as may be required by the Grantor.

C. Acquisition by the Grantee of the Grantee's Premises.

D. Payment to the Grantor of any and all costs and expenses in the negotiation and preparation of this Easement Grant, including but not limited to recording charges, attorney's fees, surveyor costs, engineering costs or otherwise. Such sums shall be paid by the Grantee within seven (7) days of the presentation of invoices by the Grantor to the Grantee. In the event the Grantee fails to make any payment on the date due, then the Grantor may terminate this Easement Grant upon 14 days notice from the Grantor to the Grantee.

2. Non-Exclusive Grant. Exclusive use of the Easement Premises is not hereby granted. The right to use the Easement Premises, likewise for ingress and egress, is expressly reserved by the Grantor, and the Grantor's assigns. Further, the Grantor reserves the right to make the following uses of the Easement Premises:

A. The right to erect any building or structure over the Easement Premises, provided all of such structure shall be located the height of not less than 12 feet above the surface above the Easement Premises.

B. Any sub-surface use that does not unreasonably interfere with the Grantee's use of the Easement Premises.

3. Use of the Easement Premises and the Grantee's Premises. As long as this easement grant remains in effect the Grantee's Premises shall be used solely for a veterinary clinic as described herein and ancillary uses related thereto, and/or such other uses as may be reasonably acceptable to the Grantor, in its sole discretion, and the otherwise the Grantee's Premises shall not be used for any other purpose whatsoever, and if it is, the Grantor may terminate this Easement Grant upon 14 days notice from the Grantor to the Grantee.

The Grantee acknowledges for the benefit of the Grantor that all the properties owned or controlled by the Grantor adjacent to the Easement Premises may be used by the Grantor, its successor or assigns for any purpose whatsoever.

4. Additional Use of Easement Premises. The Grantee acknowledges that it is the Grantor's intent to make the Easement Premises available to the owners, occupants, invitees and guests (and their successors and assigns) of other properties along Sheridan Road, including but not limited to Lot 27 in Fiocchi's Subdivision.

5. Parking. Both parties covenant and agree that vehicles shall not be parked on the Easement Premises except so long as may be reasonable and necessary to load and unload.

6. Paving of Easement. The Grantee covenants to promptly improve the Easement Premises pursuant to the design specifications promulgated by the Grantor, and will at all times maintain same in good

repair. Further, such improvement upon the Easement Premises shall be maintained pursuant to the direction of the Grantor. Further, the Grantee shall comply with all requirements of the State of Illinois, and all agencies thereof, including the Illinois Department of Transportation regarding the maintenance and use of the Easement Premises, and access onto the Sheridan Road right-of-way.

Further, that the Grantee, and his heirs, successors and assigns shall maintain and replace, as may be required, the trees, shrubs, flowers and plantings in the landscaping area to the east and south of the Grantee's Premises, on the Grantor's Premises and within thirty feet surrounding the Grantee's Premises. The Grantee shall otherwise maintain said area in a good and clean condition, and as directed by the Grantor.

7. Relocation of Easement. Further, the Grantee acknowledges that the Easement Premises may need to be reconfigured by the Grantor, or the State of Illinois in the future, as may reasonably be necessary for the public health, safety and welfare, and other public purposes, including but not limited to road improvement purposes, and the Easement Premises may be modified unilaterally by the Grantor in that event. The Grantor shall exercise its best efforts to attempt to design any reconfiguration of the easement so that it provides direct access to Sheridan Road. Further, the Grantor reserves the right to relocate the Easement Premises as follows:

A. It shall first notify the Grantee of the proposed relocation by mailing notice to the Grantee at his last address furnished pursuant hereto showing the proposed relocation, probable commencement and completion dates, all by mailing same, postage prepaid, at least 30 days prior to commencement of relocation.

B. The Grantor shall improve the new Easement Premises with improvement in a manner similar to the one replaced.

C. At the completion of the work, Grantor shall record and Easement Grant in recordable form, granting the new easement to the Grantee, whereupon the change in location of the Easement Premises shall become effective, and appropriate releases of the prior location shall be executed in a recordable form in exchange between the parties hereto, their successors or assigns and such further easement documents as may be required for the relocation of the easement.

8. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the Grantee and the successors and assigns of the Grantor.

9. Enforcement Fees. Either party may enforce this instrument by appropriate action.

10. Notices. That all notices that are required hereunder, or which any Party may desire to serve upon any other Party, including, but not limited to, a change of address for any Party, shall be in writing, and shall be presumed served when: a) delivered personally; or b) two days after it is deposited in the United States mail, postage prepaid, by Certified Mail with Return Receipt Requested, addressed in accordance with each Party's current address of record; or c) two days after it is received via facsimile (as evidenced by a written proof of successful facsimile transmission), transmitted and received at the facsimile number in accordance with each Party's current facsimile number of record. The initial address/number of record for each Party is:

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Grantee: Dr. Jeffrey Kordell
427 North Maple street
Itasca, Illinois 60143
Fax: 639.250.2521

With a copy to: Steven A. Stender
Much, Shelist, Freed
200 North La Salle Street
Suite 2100
Chicago, Illinois 60601
Fax 312.621.1750

Grantor: City of Highwood
17 Highwood Avenue
Highwood, Illinois 60040
Attention: Mayor
Fax: 847.432.0735

With a Copy to: Paul P. Diambri, Esq.
City Attorney, City of Highwood
300 Green Bay Road
Highwood, Illinois 60040-1396
Fax: 847.433.2800

11. Indemnification, Insurance.

A. The Grantee shall be responsible for any damage or loss to any real or personal property of the Grantor or of any person, and for any injury to or death of any individual Person, or any officer, employee or agent of the Grantor, caused by the Grantee's acts or omissions and arising out of or in connection with the Grantee's construction, operation, maintenance, repair and/or removal of the Easement Premises and improvements thereon. At the termination of the Easement grant, if requested by Grantor, the Grantee shall, at its own cost and expense, replace, repair or restore the Easement Premises to its prior condition (the decision whether to replace, repair or restore any property of the Grantor which is damaged shall be in the Grantor's sole judgment and discretion as to such Easement Premises), and Grantee shall pay all legal damages (including, but not limited to, all reasonable attorneys' fees of the Grantor) in the event of any injury to or death of any individual or any injury to property.

B. The Grantor shall not be liable to the Grantee for any damage to or loss of all or any part of the Easement Premise or the improvements thereon, the Grantee's Premises or the improvements thereon, or otherwise, as a result of or in connection with the use of the Easement Premises, or this Grant of Easement.

C. The Grantee shall, and does hereby agree to, save, indemnify and hold the Grantor, its corporate authorities, elected and appointed officials, officers, boards, commissions, legal counsel, employees and agents harmless from any injury claim, demand, suit, judgment, execution, liability, debt, damages or penalty (hereinafter referred to as "Claims")

arising out of, resulting from, or alleged to arise out of or result from, the Easement Grant, the Easement Premises, or the Grantee's construction, operation, maintenance repair or removal of the improvements thereon, whether such acts or omissions are those of the Grantee or its officers, employees, agents, contractors, or any other person, and whether or not any such act or omission is authorized, allowed or prohibited by this Easement Grant.

D. The Grantee shall, and does hereby agree to, save, indemnify and hold the Grantor, its corporate authorities, elected and appointed officials, officers, boards, commissions, legal counsel, employees and agents harmless to the fullest extent permitted by law due to any claim arising out of, or in any way related to the Easement Grant, the Easement Premises, or the Grantee's construction, operation, maintenance repair or removal of the improvements thereon.

E. Grantee shall maintain in full force and effect, at its sole expense, a policy or policies of liability insurance, including comprehensive general liability insurance, personal injury liability, owners' and contractors' protective liability, and Workers' Compensation with the Grantor named as additional insured thereunder, in a form, and in such amount(s) and with such companies as the Grantor may find acceptable, in its sole discretion. Grantee shall obtain the above insurance coverage immediately upon execution of this Easement Grant, shall promptly furnish to the Grantor one or more certificate(s) of insurance evidencing such coverage, and shall maintain in full force and effect all such coverages during the entire term of this Easement Grant.

F. The policy or policies shall name as an additional insured the Grantor, its corporate authorities, elected and appointed officials, agents, officers, boards, commissions, legal counsel, employees. Policies of insurance shall be in the minimum single limit amount of two million dollars (\$2,000,000) per occurrence. The insurer or insurers shall be authorized to write the required Insurance, and approved therefor by the State of Illinois.

G. Due to the fact that the Easement granted hereunder may be for an extended period of years, the amount of insurance coverage required hereunder may be increased by a reasonable amount from time to time, upon reasonable prior written notice by the Grantor to Grantee. A reasonable amount shall be determined by factors including, but not limited to, changing conditions, rates of inflation, claim experience, and usage and custom in the insurance field.

H. The policy or policies of insurance shall be maintained by the Grantee in full force and effect during the entire term of the Easement Grant. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of the Grantee or for other reasons, except after thirty (30) days advance written notice mailed by the insurer to the Grantor postage prepaid.

I. Upon execution of this Easement Grant, the Grantee shall furnish proof satisfactory to the Grantor that the foregoing insurance policies have been obtained in the form of a certificate of insurance specifying that coverage exists in the minimum amounts required herein, including the effective dates of each such coverage. Except by written modification to this Easement Grant, properly approved, the insurance requirements shall not

be waived by the Grantor. No action or inaction of the Grantor, its officers, employees or agents, shall constitute a waiver of these provisions.

J. If there is any interruption of any of the required insurance coverage under this Easement Grant for any period of time, no matter how short, the Grantor may, at its sole option, obtain one or more policies of insurance to provide such coverage, and the complete cost of the same shall be promptly reimbursed to the Grantor by the Grantee or at the Grantor's option this Easement Grant may be terminated.

K. Grantee will exercise the privilege granted herein at Grantee's own risk, and agrees that Grantee will never claim any damages against the Grantor for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault of or negligence of the Grantor, and Grantee shall indemnify and hold Grantor harmless against all liability for damages and expenses resulting from, arising out of, or in any connected with, the exercise of the privilege by Grantee, and Grantee's permittees, or other persons entering the Easement Premises, whether or not at the invitation of Grantee.

12. Representations. Each of the parties warrants and represents that to the best of their knowledge and belief:

A. Authorized Agents. This Easement Grant is executed by duly authorized agents or officers of each party, and all such agents or officers have executed this Easement Grant in accordance with the lawful authority vested in them; and

B. Authority. The Grantor represents and warrants that it has the authority to execute this Easement Grant, and that it has passed an Ordinance authorizing its Mayor and Clerk to execute this Easement Grant on behalf of the Grantor. In the event of any conflict between the provisions of such ordinance and this Easement Grant, it is agreed that the provisions of the ordinance shall control. The Grantee represents and warrants that it has the authority to execute this Easement Grant; and

C. Binding Effect. Each of the parties has entered into this Easement Grant, including all Exhibits and Attachments hereto and incorporated herein, of its own free will, and each of the parties intend to be legally bound by this Easement Grant; and

D. No Bar. Each party certifies hereby that it is not barred from contracting with any unit of State or local government or entering into this Easement Grant as a result of violations of either 720 ILCS 5/33 E-3 or 720 ILCS 5/33 E-4 (Section 33E-3 or Section 33E-4 of the Illinois Criminal Code), that it has a written sexual harassment policy in place, in full compliance with 775 ILCS 5/2-105(A)(4), and that execution of this Easement Grant does not violate the terms of any other agreement.

13. Applicable Law.

A. Illinois. This Easement Grant is executed and is to be performed in the State of Illinois, and shall be governed by and construed in all respects, whether as to validity, construction, capacity, performance, or otherwise, in accordance with the applicable provisions of the laws of the State of Illinois.

B. Amendment of Law. Unless otherwise explicitly provided in this Easement Grant, any reference to laws, ordinances, rules or regulations shall include such laws, ordinances, rules or regulations as they may be amended, modified or succeeded from time to time.

C. Venue. It is agreed between the parties that, in the event of any dispute involving, arising out of, or concerning this Easement Grant in any way, or the subject matter thereof, that venue shall be fixed in the Circuit Court of the Nineteenth Judicial Circuit, Lake County, Illinois.

14. Interpretation and General Provisions.

A. Persons. The term person, as used in this Easement Grant, shall include all persons, both natural as well as corporate, and any entity of any kind or nature. All references to the singular shall include the plural, and all references to the masculine shall include the feminine and/or plural, as appropriate in context.

B. Section Headings. The Section headings used in this Easement Grant are included solely for convenience and shall not affect, nor be used in connection with the interpretation of this Easement Grant.

C. Time of the Essence. It is understood by the parties hereto that time is of the essence of this Easement Grant. If no time is specified for any action herein, then such action shall be taken promptly within a reasonable time.

D. No Beneficiaries. Nothing in this Easement Grant shall create, or be construed to create, any third party beneficiary rights in any person or entity not a signatory to this Easement Grant other than such persons to whom use of the Easement Premises have, or will be granted, which persons shall be vested with rights against the Grantee.

E. Successors and Assigns. Grantee may not assign this Easement Grant to any other person, firm, partnership, corporation or entity without the prior written consent of the Grantor, which consent shall not be unreasonably withheld, provided that the Grantee is in full compliance with the terms of this Grant of Easement.

F. Severable. The parties mutually understand and agree that all of the terms, covenants, provisions, and agreements contained herein are severable.

1. In the event any such term, covenant, provision, and/or agreement contained herein shall be construed or held to be void, invalid, or unenforceable in any respect, this contract shall be interpreted as if such invalid term, covenant, provision, or agreement were not contained herein, and the remaining provisions of this Easement Grant shall not be affected thereby, but shall remain in full force and effect.

2. In the event any clause, sentence, paragraph, or part of this Easement Grant or the application thereof to any person or circumstance shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Easement Grant or its application.

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3. If any provision of this Easement Grant is capable of two constructions, one of which would render the Easement Grant invalid as to such provision and the other of which would make the Easement Grant valid as to such provision, then the provision shall have the meaning which renders the Easement Grant valid.

G. Entire Agreement. This Easement Grant, together with all attachments, is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and exclusive statement of the terms of such agreement notwithstanding any prior other document relating to said subject matter. This Easement Grant represents and constitutes the entire agreement of the parties as of the date hereof.

H. Drafting. Both parties have contributed to the drafting of this instrument, and no rule of strict construction shall apply, but this Easement Grant shall be construed so as to most fully carry out the intention of the parties in a fair and equitable manner.

I. Cooperation to Carry Out Easement Grant. Each of the parties further agrees that it will execute and deliver, or cause to be executed and delivered, all such other instruments and to take all such other actions as the other party may reasonably request from time to time in order to accomplish the intention of this Easement Grant.

J. No Joint Venture or Partnership. Notwithstanding any provision of this Easement Grant, nor any receipt of any funds or payment by Grantor, no partnership or joint venture shall be created in any way hereby or exist due to the actions of either party or both parties pursuant to this Easement Grant.

15. Enforcement.

A. Availability of Remedies. The parties to this Easement Grant may in law or in equity, by suit, action, mandamus or any other proceeding, enforce or compel performance of this Easement Grant.

B. Specific Performance. It is expressly agreed between the parties that this Easement Grant shall be enforceable in equity by specific performance, by civil action, mandamus, injunction or other proceeding to enforce and compel specific performance of this Easement Grant, as a breach of this Easement Grant by any of the parties shall constitute irreparable harm and immediate injury, and monetary damages would be inadequate.

C. Remedies Cumulative. The provisions of Subsection B. above shall in no event be construed to be an exclusive remedy, and such remedy shall be held and construed to be cumulative and not exclusive of any rights or remedies, whether in law or equity, otherwise available under the terms of this Easement Grant or under the laws of the United States or the State of Illinois.

D. No Waiver. The failure of any party to exercise any right, power or remedy given to it under this Easement Grant, or to insist upon strict compliance with it, or to enforce any portion of this Easement Grant, shall not constitute a waiver of any term or condition of this Easement Grant with respect to any other or subsequent breach, nor a waiver of any part of its rights at any time to require exact and strict compliance with all of the terms of this Easement Grant. This Easement Grant shall not be deemed modified by a course of conduct adopted by one or both parties.

E. Survival of Remedies. Any and all remedies which are provided for in this Easement Grant or which either party may have shall survive termination of this Easement Grant.

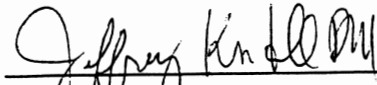
F. Costs of Suit. It is expressly agreed that in the event that the Grantor incurs any cost in the enforcement of this Easement Grant, including but not limited to attorneys' fees or court costs (and to the extent the same are not otherwise paid to the Grantor), and the Grantor prevails in the enforcement of this Easement Grant, such costs shall be paid by the Grantee to the Grantor, in addition to any other appropriate relief.

16. Amendment. No amendments, modifications, changes, alterations, deletions or additions, or the like to this Easement Grant, or any agreements supplemental hereto or amendatory hereof, shall be binding unless in writing, signed, approved, executed and delivered by both parties in the same manner as this Easement Grant, and accompanied by a resolution of the Grantor's corporate authorities authorizing the same, and consented to by Grantee. Further provided that the Parties agree to promptly cooperate to sign such documentation as may be required to effectuate the intent of this Easement Agreement, including amendments to the legal descriptions to correct any overlaps, gaps or gores.

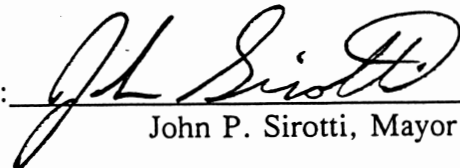
IN WITNESS WHEREOF, the parties hereto have signed and sealed this Easement Grant the year and date above written.

GRANTEE

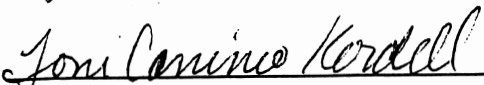
GRANTOR, CITY OF HIGHWOOD, an Illinois
Municipal Corporation



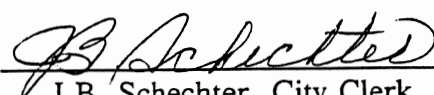
Jeffrey Kordell

BY: 

John P. Sirotti, Mayor



Toni Canino Kordell

ATTEST: 

J.B. Schechter, City Clerk

{NOTARY BLOCKS ON FOLLOWING PAGE}

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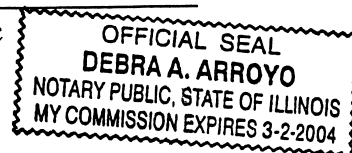
STATE OF ILLINOIS)
)ss
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John P. Sirotti, personally known to me to be the Mayor of the City of Highwood, an Illinois Municipal Corporation and J.B. Schechter, personally known to me to be the City Clerk of said Municipal Corporation, 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 Mayor and City Clerk, they signed, sealed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to the Authority of the City council of the City of Highwood, as their 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 27th day of April, 2000.

Debra A. Arroyo
Notary Public

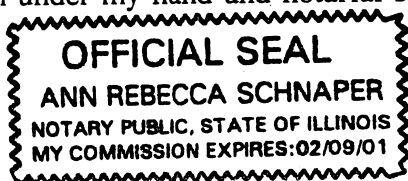
My commission expires on 3-2-2004, 2000.



STATE OF ILLINOIS)
)ss
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, certify that Jeffery Kordell and Toni Canino Kordell, his Wife, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their 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 26 day of April, 2000.



Ann Rebecca Schnaper
Notary Public

My commission expires on Feb. 9, 2001, 2000.

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