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Filed for Record in:
LAKE COUNTY, IL
MARY ELLEN VANDERVENTER - RECORDER
On Mar 03 1998
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Deputy - Cashier #1

FORT SHERIDAN HISTORIC DISTRICT

QUITCLAIM DEED

FOR

PARCEL 1

1079

CLARIFY DI

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JNORAL

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407

WHEN RECORDED RETURN TO:

Prepared By

Kutak Rock
1101 Connecticut Avenue, N.W.
Washington, D.C. 20306
Attention: George R. Schlossberg, Esq.

QUITCLAIM DEED FOR PARCEL 1

1 WHEREAS, pursuant to the Defense Authorization Amendments and Base Closure and
2 Realignment Act of 1988, Public Law 100-526, a portion of the military installation at Fort
3 Sheridan, Illinois (Fort Sheridan), was determined to be surplus property in accordance with the
4 requirements of the Base Closure Act and the Federal Property and Administrative Services Act
5 of 1949, as amended; and
6

7 WHEREAS, it is the intention of the Department of the Army to convey dispose of
8 property at Fort Sheridan to the Fort Sheridan Joint Planning Committee, or its successor,
9 pursuant to the special legislative authority as set forth in Section 125(c) of Public Law 104-32;
0 and
1

2 WHEREAS, the City of Highland Park/City of Highwood Local Redevelopment
3 Authority (the "Authority"), consisting of the City of Highland Park, Illinois, a home rule unit
4 and municipal corporation located in Lake County, Illinois ("Highland Park"), and the City of
5 Highwood, Illinois, a non-home rule municipal corporation also located in Lake County, Illinois
6 ("Highwood"), is recognized by the Department of Defense as successor in interest to the Fort
7 Sheridan Joint Planning Commission; and
8

9 WHEREAS, The United States of America (the "Grantor", acting by and through the
0 Secretary of the Army (the "Army"), and the Authority and Highland Park, on behalf of the
1 Authority ("Grantee") have entered into a MEMORANDUM OF AGREEMENT (the "MOA")
2 dated October 31, 1997, which sets forth the specific terms and conditions of the sale of the Fort
3 Sheridan Historic District located in Lake County, Illinois; and
4

5 WHEREAS, Highland Park is authorized to act and acquire available surplus property
6 at Fort Sheridan on behalf of the Authority.
7

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QUITCLAIM DEED FOR PARCEL 1

1 **NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS**, that for and in
2 consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and
3 valuable consideration, the receipt of which is hereby acknowledged, the United States of
4 America, acting by and through the Secretary of the Army does hereby **grant, remise, release,**
5 **and forever quitclaim** unto the City of Highland Park on behalf of the City of Highland
6 Park/City of Highwood Local Redevelopment Authority, as successor to the Fort Sheridan Joint
7 Planning Committee, all its right, title, and interest in and to the surplus property located at Fort
8 Sheridan, Lake County, Illinois (the "Property"), which Property consists of that portion of the
9 Fort Sheridan Historic District known as Parcel 1, more particularly described in Exhibit A
10 which is attached hereto and made a part hereof, excepting from the Property easements,
11 reservations and restrictions as hereinafter set forth.

12
13 **I. The Property includes:**

- 14
15 A. all buildings, facilities, roadways, railroads, infrastructure, and improvements
16 thereon and appurtenances thereto;
17
18 B. all appurtenant easements and other rights appurtenant to the Property;
19
20 C. all hereditaments and tenements therein and reversions, remainders, issues,
21 profits, and other rights belonging or related to the Property;
22
23 D. all rights to minerals, gas, oil, water, and similar rights.

24
25 **II. Appurtenant Easements Over Army Reserve Property.**

26
27 Grantor hereby declares and grants easements appurtenant to the Property over, across,
28 under and through the land retained by the Grantor for the United States Army Reserve as set
29 forth in Exhibit B for access, utilities and other uses, which easements shall run with the land
30 and shall be perpetually in full force and effect.

31
32 **III. Easements and Other Uses Reserved for the Benefit of the Grantor.**

- 33
34 A. The Grantor hereby retains a non-exclusive right to use all existing roads and
35 means of access now located on the property until such time as said roads are designated as, and
36 accepted into a system of public roads, except for those roads which are to be removed or
37 rendered inoperable pursuant to the Development Plan.
38
39 B. The Grantor hereby reserves and retains easements for the benefit of the United
40 States Navy property as set forth in Exhibit C. Grantee, its successors and assigns, shall have

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QUITCLAIM DEED FOR PARCEL 1

1 the right to relocate in connection with the development of the Property, at its sole cost and
2 expense, and without interrupting service, the easements reserved and retained by Grantor to
3 other locations on the Property or adjoining property provided that, and so long as, at Grantee's
4 sole cost and expense, similar access and utility lines provided by the retained easements is
5 maintained for the benefit of the United States Navy property.
6

7 **IV. Property Conveyed "As Is"**
8

9 Except as expressly provided for herein or in the MOA, the Property is conveyed in an
10 "as is", "where is" condition, without any representation or warranty whatsoever by the Army
11 concerning the state of repair or condition of said Property.
12

13 **V. CERCLA Covenants, Notice, and Environmental Remediation**
14

15 Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response,
16 Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601 et seq ("CERCLA"):
17

18 A. Notice: The Grantor hereby notifies the Authority of the storage, release, and
19 disposal of hazardous substances on the Property. Available information regarding the type,
20 quantity, and location of such substances, notice of the time at which such storage, release, or
21 disposal took place, and a description of the remedial action taken, if any, is contained in the
22 Finding of Suitability to Transfer the Property executed by Grantor's authorized agent on 16
23 October 1997 and attached hereto as Exhibit D.
24

25 B. Covenant: The Grantor hereby covenants and warrants that:
26

27 1. All remedial action necessary to protect human health and the environment
28 with respect to any such substances remaining on the Property has been taken before the date
29 of conveyance hereunder; and
30

31 2. Any additional remedial action found to be necessary after the date of the
32 conveyance which remedial action is due to the Army's activities, use, occupation or presence
33 on the Property, or the activities, use, occupation or presence of the Army's agents and
34 contractors shall be conducted by the Grantor.
35

36 C. Right of Access: The Grantor, its agents, employees, and contractors, and the
37 State of Illinois shall have access to and over the Property as may be necessary for any
38 investigation, response, ground-water monitoring or corrective action pursuant to CERCLA or
39 found to be necessary before or after the date of this Deed on the Property or on other property
40 comprising Fort Sheridan. This reservation includes the right to access to and use of, to the

QUITCLAIM DEED FOR PARCEL 1

1 extent permitted by law, any available utilities at reasonable cost to the United States. In
2 exercising the rights hereunder, the Grantor and the State shall give the Authority or its
3 successors or assigns reasonable notice of actions taken on the Property under these provisions
4 and shall, to the extent reasonable, and at no additional cost to the Grantor, endeavor to
5 minimize the disruption to the Authority's, its successors', or assigns' use of the Property.
6

7 **VI. Environmental Condition, Notices and Covenants**

8
9 **A. Environmental Condition of the Property**

10
11 1. The Authority acknowledges that it has received the Environmental Baseline
12 Surveys ("EBS") for the Property dated June, 1997, and May, 1997, prepared by the Army.
13 Such receipt does not constitute an acknowledgment of the accuracy or completeness of the EBS.
14

15 2. If, after conveyance or lease of the Property to the Authority, there is an actual
16 or threatened release of a hazardous substance on the Property, or in the event that a hazardous
17 substance is discovered on the Property after the date of the conveyance or lease, whether or not
18 such substance was set forth in the EBS, the Authority, its successors or assigns shall be
19 responsible for such release or newly discovered substance unless such release or such newly
20 discovered substance was due to Army's activities, use, occupation or presence of the Property,
21 or the activities of Army's contractors and/or agents or such newly discovered substance was
22 present on the Property at or prior to the date of conveyance or lease. The Authority, as
23 consideration for the conveyance or lease, agrees to hold the Army harmless from, and
24 indemnify the Army against any liability for any claims arising out of or in any way predicated
25 on release of any hazardous substance on the Property (including Leased Premises) occurring
26 after the conveyance or lease, where such substance was placed on the Property by the
27 Authority, its successors or assigns, its agents, contractors, invitees, or its lessees or sublessees
28 after the conveyance or lease. This paragraph shall not affect the Army's responsibilities to
29 conduct response actions or corrective actions that are required by applicable laws and
30 regulations. The Army acknowledges its obligations as required under CERCLA Section 120(h)
31 and under Section 330 of the Department of Defense Authorization Act of 1993, as amended,
32 with respect to any hazardous substances which are on the Property prior to the date of
33 conveyance or lease of the applicable portions of the Property to the Authority pursuant to the
34 MOA between the Grantor and the Authority.
35

36 **B. Notice of the Presence of Asbestos**

37
38 The Authority is hereby informed and does hereby acknowledge that friable and non-
39 friable asbestos or asbestos-containing materials ("ACM") have been found on the Property, as
40 described in the final EBS.

OUTCLAIM DEED FOR PARCEL 1

VII. Historic Preservation

A. Standard Architectural Preservation Covenant

1. In consideration of the conveyance of the Property, the Grantee hereby covenants on behalf of itself, its heirs, successors, and assigns at all times to the Department of the Army and the Illinois State Historic Preservation Officer to preserve and maintain the Property in accordance with the recommended approaches in the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (National Park Service, 1983) in order to preserve and enhance those qualities that make the Property eligible for inclusion in the National Register of Historic Places.

2. No exterior construction, alteration, remodeling or other modification to structures or setting shall be undertaken or permitted to be undertaken on the Property without the express prior written permission of the Illinois State Historic Preservation Officer if not already approved in the management plan.

3. The Illinois State Historic Preservation Officer shall be permitted at all reasonable times to inspect the Property in order to ascertain if the above conditions are met.

4. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the Illinois State Historic Preservation Officer may, following reasonable notice to Grantee, institute suit to enjoin said violation or to require the restoration of the Property. The successful party shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorney's fees.

5. Grantee agrees that the Illinois State Historic Preservation Officer may at its discretion, without prior notice to Grantee, convey and assign all or part of its rights and responsibilities contained herein to a third party.

6. This covenant is binding on Grantee, its successors, and assigns in perpetuity, unless waived by the Illinois State Historic Preservation Officer. Restrictions, stipulations, and covenants contained herein shall be inserted by Grantee verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Property or any part thereof.

7. The failure of the Illinois State Historic Preservation Officer to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time. The covenant shall be a binding servitude upon the Property and shall be deemed to run with the

QUITCLAIM DEED FOR PARCEL 1

1 land. Execution of this covenant shall constitute conclusive evidence that Grantee agrees to be
2 bound by the foregoing conditions and restrictions and to perform the obligations herein set
3 forth.

4
5 **B. Archaeological Preservation Covenant**
6

7 In consideration of the Property, Grantee hereby covenants on behalf of itself, its heirs,
8 successors, and assigns at all times the United States Department of the Army and the Illinois
9 State Historic Preservation Officer to protect archaeological resources by carrying out measures
10 as follows:
11

12 1. No disturbance of the ground surface or any other thing shall be undertaken or
13 permitted to be undertaken on any archaeological site determined by the Illinois State Historic
14 Preservation Officer to be eligible for inclusion in the National Register of Historic Places which
15 would affect the physical integrity of such site without the express prior written permission of
16 the Illinois State Historic Preservation Officer, signed by a fully authorized representative
17 thereof. Should the Illinois State Historic Preservation Officer require, as a condition of the
18 granting of such permission, that the Grantee conduct archaeological data recovery operations
19 or other activities designed to mitigate the adverse effect of the proposed activity on the
20 archaeological site, the Grantee shall at its own expense conduct such activities in accordance
21 with the Secretary of the Interior's Standards and Guidelines for Archaeological Documentation
22 (48 FR. 44734-37) and such standards and guidelines as the Illinois State Historic Preservation
23 Officer may specify, including but not limited to standards and guidelines for research design,
24 conduct of field work, conduct of analysis, preparation and dissemination of reports, disposition
25 of artifacts and other materials, consultation with Native American or other organizations, and
26 reinternment of human remains.
27

28 2. Grantee shall make every reasonable effort to prohibit any person from
29 vandalizing or otherwise disturbing any archaeological site determined by the Illinois State
30 Historic Preservation Officer to be eligible for inclusion in the National Register of Historic
31 Places.
32

33 3. The Illinois State Historic Preservation Officer shall be permitted at all reasonable
34 times to inspect the Property in order to ascertain if the above conditions are being observed.
35

36 4. In the event of a violation of this covenant, and in addition to any remedy now
37 or hereafter provided by law, the Illinois State Historic Preservation Officer may, following
38 reasonable notice to Grantee, institute suit to enjoin said violation or to require the restoration
39 of any archaeological site affected by such violation. The successful party shall be entitled to

QUITCLAIM DEED FOR PARCEL 1

1 recover all costs or expenses incurred in connection with such suit, including all court costs and
2 attorney's fees.
3

4 5. Grantee agrees that the Illinois State Historic Preservation officer may at his
5 discretion, without prior notice to Grantee, convey and assign all or part of its rights and
6 responsibilities contained herein to a third party.
7

8 6. This covenant is binding on Grantee, its heirs, successors, and assigns in
9 perpetuity. Restrictions, stipulations, and covenants contained herein shall be inserted by
10 Grantee, verbatim or by express reference in any deed or other legal instrument by which it
11 divests itself of either the fee simple title or any other lesser estate in the Property or any part
12 thereof.
13

14 7. The failure of the Illinois State Historic Preservation Officer to exercise any right
15 or remedy granted under this instrument shall not have the effect of waiving or limiting the
16 exercise of any other right or remedy or the use of such right or remedy at any other time. The
17 covenant shall be a binding servitude upon the real property that includes the Property and shall
18 be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence
19 that Grantee agrees to be bound by the foregoing conditions and restrictions and to perform to
20 obligations herein set forth.
21

22 **VIII. Section 330 of Defense Authorization Act.**
23

24 The Army recognizes its obligation to hold harmless, defend, and indemnify the
25 Authority and any successor, assignee, transferee, lender, or lessee of the Authority or its
26 successors and assigns, as required by Section 330 of the Department of Defense Authorization
27 Act of 1993, as amended, and to otherwise meet its obligations under law.
28

29 **IX. Notice of Non-Discrimination**
30

31 With respect to activities related to the Property, the Authority covenants for itself, its
32 successors and assigns that the Authority, and such successors and assigns shall not discriminate
33 upon the basis of race, color, religion, sex, age, handicap, or national origin in the use,
34 occupancy, sale or lease of the Property, or in their employment practices conducted thereon in
35 violation of the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.
36 Section 2000d); the Age Discrimination Act of 1975 (42 U.S.C. Section 6102); and the
37 Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794). The Army shall be deemed
38 a beneficiary of this covenant without regard to whether it remains the owner of any land or
39 interest therein in the locality of the Property hereby conveyed, and shall have the sole right to
40 enforce this covenant in any court of competent jurisdiction.

QUITCLAIM DEED FOR PARCEL 1

X. Anti-Deficiency Act Statement

The Army's obligation to pay or reimburse any money under this Quitclaim Deed of Conveyance is subject to the availability of appropriated funds to the Department of the Army, and nothing in this Quitclaim Deed of Conveyance shall be interpreted to require obligations or payments by the United States in violation of the Anti-Deficiency Act.

IN WITNESS WHEREOF, the Grantor hereunder sets its hand and seal as of the 27th day of February, 1998.

**UNITED STATES OF AMERICA
DEPARTMENT OF THE ARMY**

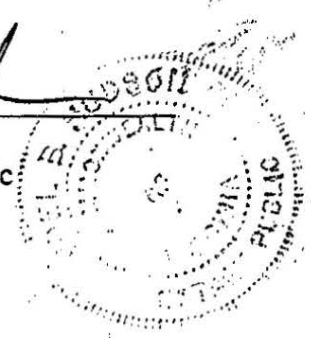
*Exempt under provisions of Paragraph b Section 4
Real Estate Transfer Act.*

3-3-98 Jessie M. Holbee Buyer
Date Buyer, Seller or Representative

By: Robert M. Walker
Acting Secretary of the Army

COMMONWEALTH OF VIRGINIA)
) SS
COUNTY OF ARLINGTON)

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, whose commission as such expires on the 21st day of September, 1998, do hereby certify that on this day personally appeared before me in said Commonwealth and County, Robert M. Walker, whose name is signed to the foregoing instrument, and who acknowledged the foregoing instrument to be his free act and deed, dated this 27th day of February, 1998, and acknowledged the same for and on behalf of the United States of America.

Joel B. Hud
Notary Public



Taxpayer Address:
City of Highland Park
1707 St. John's St.
Highland Park, Ia 60031

4095131

QUITCLAIM DEED FOR PARCEL 1

ACCEPTED AND AGREED TO, by the City of Highland Park/City of Highwood Local Redevelopment Authority, being comprised of the City of Highland Park, Illinois, a municipal corporation (home rule unit) organized and existing under and pursuant to the laws of the State of Illinois, and the City of Highwood, Illinois, a municipal corporation (non-home rule unit) organized and existing under and pursuant to the laws of the State of Illinois, this 3 day of March, 1998

CITY OF HIGHLAND PARK/CITY OF HIGHWOOD LOCAL REDEVELOPMENT AUTHORITY

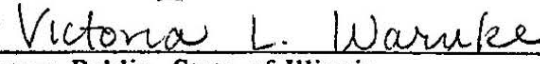
By: 
Raymond Geraci, Mayor
City of Highland Park, Illinois

STATE OF ILLINOIS)
)
SS
COUNTY OF LAKE)

The foregoing Memorandum of Agreement was acknowledged before me this 3 day of March, 1998, by Raymond Geraci, Mayor of the City of Highland Park, Illinois, a municipal corporation (home rule unit) organized and existing under and pursuant to the laws of the State of Illinois, on behalf of the City of Highland Park/City of Highwood Local Redevelopment Authority.

My commission expires 8/22/98




Notary Public, State of Illinois

RATIFIED BY THE CITY OF HIGHLAND PARK/CITY OF HIGHWOOD LOCAL REDEVELOPMENT AUTHORITY

City of Highland Park Pursuant to Ordinance No. 59-97.
City of Highwood Pursuant to Ordinance No. 97-0-35.

QUITCLAIM DEED FOR PARCEL 1

1. ACCEPTED AND AGREED TO, by the City of Highland Park, a municipal
2 corporation (home rule unit) organized and existing under and pursuant to the laws of the State
3 of Illinois, organized and existing under and pursuant to the laws of the State of Illinois, this
4 3 day of March, 1998.
5
6
7

8 CITY OF HIGHLAND PARK

9
10
11 By: [Signature]
12 Raymond Geraci, Mayor
13 City of Highland Park, Illinois
14
15

16
17
18 ATTEST: [Signature]
19 City Clerk
20 City of Highland Park, Illinois
21
22

23
24 STATE OF ILLINOIS)
25) SS
26 COUNTY OF LAKE)
27

28 The foregoing Quitclaim Deed was acknowledged before me this 3 day of
29 March, 1998, by Raymond Geraci, Mayor of the City of Highland Park, Illinois, a
30 municipal corporation (home rule unit) organized and existing under and pursuant to the laws
31 of the State of Illinois.
32

33 My commission expires 8/22/98
34



[Signature]
Notary Public, State of Illinois

Prepared by:
Craig Teller, Esq.
Army General Counsel's Office
Rm. 104 Pentagon
Washington, D.C. 20310-0104

4095131

ALL STATE LEGAL 800-222-5246 EDS:1 RECYCLED

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12

Exhibit A-1

Parcel 1 (100.9 +/- acres)

That part of the Northeast fractional Quarter, the Southeast Quarter and the Southwest Quarter of Section 10, Township 43 North, Range 12, East of the Third Principal Meridian; also that part of the Northwest fractional and the Southwest fractional Quarter of Section 11, Township 43 North, Range 12, East of the Third Principal Meridian; also that part of the Northeast Quarter of Section 15, Township 43 North, Range 12, East of the Third Principal Meridian described as follows: commencing at the Southeast corner of the Northwest Quarter of said Section 10; Thence North 89° 45' 45" West along the South line of said Northwest Quarter, 656.39 feet to the Northeasterly right of way line of 70 foot Sheridan Road (so called) as occupied and monumented; Thence South 29° 11' 44" East along said Northeasterly right of way line of Sheridan Road 585.69 feet to the point of beginning; Thence North 61° 09' 31" East, 667.69 feet; Thence North 83° 31' 56" East, 37.45 feet; Thence North 06° 28' 04" West, 15.31 feet; Thence Northerly 80.48 feet along the arc of a circle convex Westerly, having a radius of 170.09 feet, and whose chord bears North 07° 05' 16" East, 79.73 feet; Thence Northeasterly 207.14 feet along the arc of a circle convex Northwesterly, having a radius of 1142.19 feet, and whose chord bears North 25° 50' 20" East, 206.85 feet; Thence North 31° 02' 03" East, 97.14 feet; Thence Northeasterly 43.42 feet along the arc of a circle convex Northwesterly, having a radius of 489.91 feet, and whose chord bears North 33° 34' 24" East, 43.41 feet; Thence Northeasterly 79.69 feet along the arc of a circle convex Northwesterly, having a radius of 1033.00 feet, and whose chord bears North 38° 19' 20" East, 79.67 feet; Thence Northeasterly 452.77 feet along the arc of a circle convex Northwesterly, having a radius of 2091.00 feet, and whose chord bears North 46° 44' 08" East, 451.89 feet; Thence North 40° 11' 59" West, 111.28 feet; Thence North 16° 03' 56" East, 82.92 feet; Thence North 41° 23' 30" East, 41.31 feet; Thence North 34° 50' 22" West, 20.00 feet; Thence North 55° 47' 35" East, 78.10 feet; Thence North 41° 23' 30" East, 86.08 feet; Thence North 18° 06' 39" East, 41.78 feet; Thence North 83° 59' 46" East, 164.67 feet; Thence North 71° 21' 07" East, 138.93 feet; Thence South 18° 14' 01" East, 30.81 feet; Thence North 67° 22' 16" East, 115.02 feet; Thence North 35° 59' 15" East, 75.00 feet; Thence North 58° 18' 11" East, 147.74 feet; Thence South 29° 28' 20" East, 92.42 feet; Thence North 69° 54' 19" East, 145.75 feet; Thence North 70° 48' 24" East, 143.74 feet; Thence North 75° 19' 19" East, 50.00 feet; Thence North 79° 22' 57" East, 208.47 feet; Thence North 56° 25' 00" East, 125.38 feet; Thence North 74° 27' 23" East, 150.85 feet; Thence North 35° 38' 45" East, 231.46 feet; Thence North 01° 54' 31" East, 43.88 feet; Thence North 51° 40' 24" East, 60.43 feet; Thence North 74° 24' 45" East, 52.41 feet; Thence North 57° 14' 31" East, 32.05 feet; Thence South 86° 41' 22" East, 103.15 feet; Thence North 33° 19' 43" West, 236.40 feet; Thence North 54° 18' 40" East, 132.45 feet; Thence North 78° 14' 47" East, 110.88 feet; Thence South 22° 37' 39" East, 421.05 feet; Thence North 78° 44' 29" West, 244.33 feet; Thence North 86° 41' 22" West, 66.20 feet; Thence South 74° 15' 43" West, 44.43 feet; Thence South 41° 41' 35" East, 207.73 feet; Thence Southeasterly 595.33 feet along the arc of a circle convex Northeasterly, having a radius of 1465.00 feet, and whose chord bears South 30° 03' 05" East, 591.24 feet; Thence South 18° 24' 36" East, 159.82 feet; Thence South 04° 52' 04" East, 295.63 feet; Thence Southeasterly 314.78 feet along the arc of a circle convex Northeasterly, having a radius of 300.00 feet, and whose chord bears South 34° 11' 13" East, 300.54 feet; Thence Southeasterly 240.03 feet along the arc of a circle convex Southwesterly, having a radius of 435.00 feet, and whose chord bears South 19° 56' 08" East, 237.00 feet; Thence South 80° 42' 42" East, 89.02 feet; Thence North 83° 24' 10" West, 117.10 feet to a standard COE (Type III) brass disc, stamped "B-32"; Thence South 67° 05' 38" West, 106.44 feet; Thence South 56° 13' 51" West, 101.00 feet; Thence South 27° 42' 44" West, 58.40 feet to a standard COE (Type III) brass disc, stamped "B-30"; Thence South 52° 09' 42" West, 86.14 feet to

Exhibit A-1

a standard COE (Type III) brass disc, stamped "B-29"; Thence South 08° 13' 03" East, 222.69 feet to a standard COE (Type III) brass disc, stamped "B-28"; Thence South 08° 35' 37" East, 169.89 feet to a standard COE (Type III) brass disc, stamped "B-27"; Thence South 32° 27' 15" West, 68.12 feet to a standard COE (Type III) brass disc, stamped "B-26"; Thence South 16° 55' 34" West, 273.54 feet to a standard COE (Type III) brass disc, stamped "B-25"; Thence South 76° 30' 06" West, 156.07 feet to a standard COE (Type III) brass disc, stamped "B-24"; Thence North 70° 44' 47" West, 273.39 feet to a standard COE (Type III) brass disc, stamped "B-23"; Thence South 74° 58' 03" West, 100.53 feet to a standard COE (Type III) brass disc, stamped "B-22"; Thence South 21° 54' 12" West, 182.97 feet to a standard COE (Type III) brass disc, stamped "B-21"; Thence South 08° 21' 48" East, 90.23 feet to a standard COE (Type III) brass disc, stamped "B-20"; Thence South 79° 41' 44" West, 216.55 feet to a standard COE (Type III) brass disc, stamped "B-19"; Thence South 41° 33' 19" West, 218.09 feet to a standard COE (Type III) brass disc, stamped "B-18"; Thence South 21° 50' 15" West, 64.26 feet to a standard COE (Type III) brass disc, stamped "B-17"; Thence South 09° 30' 55" East, 96.88 feet to a standard COE (Type III) brass disc, stamped "B-16"; Thence South 06° 15' 43" West, 148.31 feet to a standard COE (Type III) brass disc, stamped "B-15"; Thence South 07° 24' 35" East, 137.63 feet to a standard COE (Type III) brass disc, stamped "B-14"; Thence South 40° 04' 44" West, 120.84 feet to a standard COE (Type III) brass disc, stamped "B-13"; Thence South 67° 39' 30" West, 92.39 feet to a standard COE (Type III) brass disc, stamped "B-12"; Thence North 72° 24' 30" West, 45.79 feet to a standard COE (Type III) brass disc, stamped "B-11"; Thence South 65° 22' 10" West, 178.09 feet to a standard COE (Type III) brass disc, stamped "B-10"; Thence South 12° 38' 48" West, 51.68 feet to a standard COE (Type III) brass disc, stamped "B-9"; Thence South 01° 58' 44" East, 73.94 feet to a standard COE (Type III) brass disc, stamped "B-8"; Thence South 49° 50' 42" West, 146.13 feet to a standard COE (Type III) brass disc, stamped "B-7"; Thence South 80° 48' 11" West, 222.64 feet; Thence South 25° 00' 41" East, 569.42 feet; Thence South 65° 49' 10" West, 262.20 feet; Thence South 87° 35' 18" West, 75.50 feet; Thence North 24° 23' 11" West, 128.91 feet; Thence Northwesterly 383.71 feet along the arc of a circle convex Northeasterly, having a radius of 538.43 feet, and whose chord bears North 44° 48' 07" West, 375.64 feet; Thence North 65° 13' 03" West, 230.42 feet; Thence Northwesterly 23.98 feet along the arc of a circle convex Southwesterly, having a radius of 533.14 feet, and whose chord bears North 63° 55' 44" West, 23.97 feet to an aluminum COE monument, stamped "C-8"; Thence North 22° 56' 31" East, 97.91 feet to an aluminum COE monument, stamped "C-7"; Thence Northerly 255.91 feet along the arc of a circle convex Easterly, having a radius of 746.61 feet, and whose chord bears North 13° 07' 21" East, 254.66 feet to an aluminum COE monument, stamped "C-6"; Thence Northerly 182.85 feet along the arc of a circle convex Easterly, having a radius of 557.85 feet, and whose chord bears North 10° 06' 47" West, 182.03 feet to an aluminum COE monument, stamped "C-5"; Thence Northwesterly 197.37 feet along the arc of a circle convex Northeasterly, having a radius of 660.38 feet, and whose chord bears North 28° 03' 55" West, 196.64 feet to an aluminum COE monument, stamped "C-4"; Thence North 36° 37' 39" West, 62.94 feet to an aluminum COE monument, stamped "C-3"; Thence Northwesterly 277.61 feet along the arc of a circle convex Southwesterly, having a radius of 1388.83 feet, and whose chord bears North 30° 54' 04" West, 277.15 feet; Thence North 25° 10' 29" West, 464.34 feet to a standard COE (Type I) bronze disc, stamped "C-1"; Thence South 69° 16' 14" West, 376.58 feet to a point on the aforementioned right of way line of Sheridan Road; Thence Northwesterly 376.14 feet along said right of way line, being the arc of a circle convex Northeasterly, having a radius of 11539.20 feet, and whose chord bears North 28° 15' 19" West, 376.13 feet; Thence North 29° 11' 44" West along said right of way line, 290.01 feet to the point of beginning, in Lake County, Illinois (except therefrom the following described 5 parcels:

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Exhibit A-1

Exception Parcel A

That part of the Northeast fractional Quarter, the Southeast Quarter and the Southwest Quarter of Section 10, Township 43 North, Range 12, East of the Third Principal Meridian; also that part of the Northwest fractional and the Southwest fractional Quarter of Section 11, Township 43 North, Range 12, East of the Third Principal Meridian; also that part of the Northeast Quarter of Section 15, Township 43 North, Range 12, East of the Third Principal Meridian described as follows: commencing at the Southeast corner of the Northwest Quarter of said Section 10; Thence North 89° 45' 45" West along the South line of said Northwest Quarter, 656.39 feet to the Northeasterly right of way line of 70 foot Sheridan Road (so called) as occupied and monumented; Thence South 29° 11' 44" East along said Northeasterly right of way line of Sheridan Road 585.69 feet; Thence North 61° 09' 31" East, 667.69 feet; Thence North 83° 31' 56" East, 37.45 feet; Thence North 53° 44' 30" East, 62.70 feet to the point of beginning; Thence Northeasterly 350.07 feet along the arc of a circle convex Northwesterly, having a radius of 1440.00 feet, and whose chord bears North 28° 00' 18" East, 349.21 feet; Thence Northeasterly 93.88 feet along the arc of a circle convex Northwesterly, having a radius of 967.00 feet, and whose chord bears North 37° 45' 02" East, 93.84 feet; Thence Northeasterly 270.73 feet along the arc of a circle convex Northwesterly, having a radius of 2025.00 feet, and whose chord bears North 44° 21' 56" East, 270.53 feet; Thence South 41° 48' 16" East, 3.00 feet; Thence Northeasterly 82.01 feet along the arc of a circle convex Northwesterly, having a radius of 2022.00 feet, and whose chord bears North 49° 21' 27" East, 82.00 feet; Thence Northeasterly 74.49 feet along the arc of a circle convex Northwesterly, having a radius of 1500.00 feet, and whose chord bears North 51° 56' 19" East, 74.48 feet; Thence Northeasterly 831.83 feet along the arc of a circle convex Northwesterly, having a radius of 2253.00 feet, and whose chord bears North 63° 56' 18" East, 827.11 feet; Thence North 16° 44' 12" West, 6.00 feet; Thence Easterly 180.07 feet along the arc of a circle convex Northerly, having a radius of 2259.00 feet, and whose chord bears North 76° 47' 44" East, 180.02 feet; Thence South 30° 13' 16" East, 1142.70 feet; Thence South 67° 53' 15" West, 1612.87 feet; Thence Westerly 469.99 feet along the arc of a circle convex Southerly, having a radius of 310.00 feet, and whose chord bears North 68° 40' 46" West, 426.25 feet; Thence North 25° 14' 50" West, 307.05 feet; Thence Northerly 80.79 feet along the arc of a circle convex Westerly, having a radius of 100.00 feet, and whose chord bears North 02° 06' 09" West, 78.61 feet, to the point of beginning, in Lake County, Illinois;

Also

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Exhibit A-1

Exception Parcel B

That part of the Northeast fractional Quarter, the Southeast Quarter and the Southwest Quarter of Section 10, Township 43 North, Range 12, East of the Third Principal Meridian; also that part of the Northwest fractional and the Southwest fractional Quarter of Section 11, Township 43 North, Range 12, East of the Third Principal Meridian; also that part of the Northeast Quarter of Section 15, Township 43 North, Range 12, East of the Third Principal Meridian described as follows: commencing at the Southeast corner of the Northwest Quarter of said Section 10; Thence North $89^{\circ} 45' 45''$ West along the South line of said Northwest Quarter, 656.39 feet to the Northeasterly right of way line of 70 foot Sheridan Road (so called) as occupied and monumented; Thence South $29^{\circ} 11' 44''$ East along said Northeasterly right of way line of Sheridan Road 585.69 feet; Thence North $61^{\circ} 09' 31''$ East, 667.69 feet; Thence North $83^{\circ} 31' 56''$ East, 37.45 feet; Thence North $53^{\circ} 44' 30''$ East, 62.70 feet; Thence Northeasterly 350.07 feet along the arc of a circle convex Northwesterly, having a radius of 1440.00 feet, and whose chord bears North $28^{\circ} 00' 18''$ East, 349.21 feet; Thence Northeasterly 93.88 feet along the arc of a circle convex Northwesterly, having a radius of 967.00 feet, and whose chord bears North $37^{\circ} 45' 02''$ East, 93.84 feet; Thence Northeasterly 270.73 feet along the arc of a circle convex Northwesterly, having a radius of 2025.00 feet, and whose chord bears North $44^{\circ} 21' 56''$ East, 270.53 feet; Thence South $41^{\circ} 48' 16''$ East, 3.00 feet; Thence Northeasterly 82.01 feet along the arc of a circle convex Northwesterly, having a radius of 2022.00 feet, and whose chord bears North $49^{\circ} 21' 27''$ East, 82.00 feet; Thence Northeasterly 74.49 feet along the arc of a circle convex Northwesterly, having a radius of 1500.00 feet, and whose chord bears North $51^{\circ} 56' 19''$ East, 74.48 feet; Thence Northeasterly 831.83 feet along the arc of a circle convex Northwesterly, having a radius of 2253.00 feet, and whose chord bears North $63^{\circ} 56' 18''$ East, 827.11 feet; Thence North $16^{\circ} 44' 12''$ West, 6.00 feet; Thence Easterly 180.07 feet along the arc of a circle convex Northerly, having a radius of 2259.00 feet, and whose chord bears North $76^{\circ} 47' 44''$ East, 180.02 feet; Thence North $30^{\circ} 13' 16''$ West, 4.80 feet to the point of beginning; Thence Easterly 217.35 feet along the arc of a circle convex Northerly, having a radius of 1309.23 feet, and whose chord bears North $86^{\circ} 10' 07''$ East, 217.10 feet; Thence Southeasterly 230.91 feet along the arc of a circle convex Northeasterly, having a radius of 258.50 feet, and whose chord bears South $63^{\circ} 29' 09''$ East, 223.31 feet; Thence South $37^{\circ} 53' 46''$ East, 157.01 feet; Thence Southeasterly 214.50 feet along the arc of a circle convex Northeasterly, having a radius of 1525.00 feet, and whose chord bears South $33^{\circ} 52' 00''$ East, 214.32 feet; Thence Southeasterly 488.09 feet along the arc of a circle convex Northeasterly, having a radius of 3416.01 feet, and whose chord bears South $25^{\circ} 44' 38''$ East, 487.67 feet; Thence Southeasterly 44.70 feet along the arc of a circle convex Northeasterly, having a radius of 485.00 feet, and whose chord bears South $19^{\circ} 00' 37''$ East, 44.69 feet; Thence South $67^{\circ} 52' 34''$ West, 307.86 feet; Thence North $30^{\circ} 13' 16''$ West, 1139.35 feet to the point of beginning, in Lake County, Illinois;

Also,

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Exhibit A-1

Exception Parcel C

That part of the Northeast fractional Quarter, the Southeast Quarter and the Southwest Quarter of Section 10, Township 43 North, Range 12, East of the Third Principal Meridian; also that part of the Northwest fractional and the Southwest fractional Quarter of Section 11, Township 43 North, Range 12, East of the Third Principal Meridian; also that part of the Northeast Quarter of Section 15, Township 43 North, Range 12, East of the Third Principal Meridian described as follows: commencing at the Southeast corner of the Northwest Quarter of said Section 10; Thence North $89^{\circ} 45' 45''$ West along the South line of said Northwest Quarter, 656.39 feet to the Northeasterly right of way line of 70 foot Sheridan Road (so called) as occupied and monumented; Thence South $29^{\circ} 11' 44''$ East along said Northeasterly right of way line of Sheridan Road 585.69 feet; Thence North $61^{\circ} 09' 31''$ East, 667.69 feet; Thence North $83^{\circ} 31' 56''$ East, 37.45 feet; Thence North $06^{\circ} 28' 04''$ West, 15.31 feet; Thence Northerly 80.48 feet along the arc of a circle convex Westerly, having a radius of 170.09 feet, and whose chord bears North $07^{\circ} 05' 16''$ East, 79.73 feet; Thence Northeasterly 207.14 feet along the arc of a circle convex Northwesterly, having a radius of 1142.19 feet, and whose chord bears North $25^{\circ} 50' 20''$ East, 206.85 feet; Thence North $31^{\circ} 02' 03''$ East, 97.14 feet; Thence Northeasterly 43.42 feet along the arc of a circle convex Northwesterly, having a radius of 489.91 feet, and whose chord bears North $33^{\circ} 34' 24''$ East, 43.41 feet; Thence Northeasterly 79.69 feet along the arc of a circle convex Northwesterly, having a radius of 1033.00 feet, and whose chord bears North $38^{\circ} 19' 20''$ East, 79.67 feet; Thence Northeasterly 452.77 feet along the arc of a circle convex Northwesterly, having a radius of 2091.00 feet, and whose chord bears North $46^{\circ} 44' 08''$ East, 451.89 feet; Thence North $40^{\circ} 11' 59''$ West, 111.28 feet; Thence North $16^{\circ} 03' 56''$ East, 82.92 feet; Thence North $41^{\circ} 23' 30''$ East, 41.31 feet; Thence North $34^{\circ} 50' 22''$ West, 20.00 feet; Thence North $55^{\circ} 47' 35''$ East, 78.10 feet; Thence North $41^{\circ} 23' 30''$ East, 86.08 feet; Thence North $18^{\circ} 06' 39''$ East, 41.78 feet; Thence North $83^{\circ} 59' 46''$ East, 164.67 feet; Thence North $71^{\circ} 21' 07''$ East, 138.93 feet; Thence South $18^{\circ} 14' 01''$ East, 30.81 feet; Thence North $67^{\circ} 22' 16''$ East, 115.02 feet; Thence North $35^{\circ} 59' 15''$ East, 75.00 feet; Thence North $58^{\circ} 18' 11''$ East, 147.74 feet; Thence South $29^{\circ} 28' 20''$ East, 92.42 feet; Thence South $88^{\circ} 17' 01''$ East, 53.79 feet to the point of beginning; Thence North $68^{\circ} 53' 22''$ East, 13.00 feet; Thence North $76^{\circ} 31' 31''$ East, 55.03 feet; Thence South $15^{\circ} 15' 30''$ East, 114.03 feet; Thence Southwesterly 39.40 feet along the arc of a circle convex Northwesterly, having a radius of 2325.00 feet, and whose chord bears South $77^{\circ} 05' 14''$ West, 39.40 feet; Thence North $29^{\circ} 28' 20''$ West, 116.36 feet to the point of beginning, in Lake County, Illinois;

Also,

Exhibit A-1

Exception Parcel (Main perimeter of Parcel 2)

That part of the Northeast fractional Quarter, the Southeast Quarter and the Southwest Quarter of Section 10, Township 43 North, Range 12, East of the Third Principal Meridian; also that part of the Northwest fractional and the Southwest fractional Quarter of Section 11, Township 43 North, Range 12, East of the Third Principal Meridian; also that part of the Northeast Quarter of Section 15, Township 43 North, Range 12, East of the Third Principal Meridian described as follows: commencing at the Southeast corner of the Northwest Quarter of said Section 10; Thence North $89^{\circ} 45' 45''$ West along the South line of said Northwest Quarter, 656.39 feet to the Northeasterly right of way line of 70 foot Sheridan Road (so called) as occupied and monumented; Thence South $29^{\circ} 11' 44''$ East along said Northeasterly right of way line of Sheridan Road 585.69 feet; Thence North $61^{\circ} 09' 31''$ East, 667.69 feet; Thence North $83^{\circ} 31' 56''$ East, 37.45 feet; Thence North $06^{\circ} 28' 04''$ West, 15.31 feet; Thence Northerly 80.48 feet along the arc of a circle convex Westerly, having a radius of 170.09 feet, and whose chord bears North $07^{\circ} 05' 16''$ East, 79.73 feet; Thence Northeasterly 207.14 feet along the arc of a circle convex Northwesterly, having a radius of 1142.19 feet, and whose chord bears North $25^{\circ} 50' 20''$ East, 206.85 feet; Thence North $31^{\circ} 02' 03''$ East, 97.14 feet; Thence Northeasterly 43.42 feet along the arc of a circle convex Northwesterly, having a radius of 489.91 feet, and whose chord bears North $33^{\circ} 34' 24''$ East, 43.41 feet; Thence Northeasterly 79.69 feet along the arc of a circle convex Northwesterly, having a radius of 1033.00 feet, and whose chord bears North $38^{\circ} 19' 20''$ East, 79.67 feet; Thence Northeasterly 452.77 feet along the arc of a circle convex Northwesterly, having a radius of 2091.00 feet, and whose chord bears North $46^{\circ} 44' 08''$ East, 451.89 feet; Thence North $40^{\circ} 11' 59''$ West, 111.28 feet; Thence North $16^{\circ} 03' 56''$ East, 82.92 feet; Thence North $41^{\circ} 23' 30''$ East, 41.31 feet; Thence North $34^{\circ} 50' 22''$ West, 20.00 feet; Thence North $55^{\circ} 47' 35''$ East, 78.10 feet; Thence North $41^{\circ} 23' 30''$ East, 86.08 feet; Thence North $18^{\circ} 06' 39''$ East, 41.78 feet; Thence North $83^{\circ} 59' 46''$ East, 164.67 feet; Thence North $71^{\circ} 21' 07''$ East, 138.93 feet; Thence South $18^{\circ} 14' 01''$ East, 30.81 feet; Thence North $67^{\circ} 22' 16''$ East, 115.02 feet; Thence North $35^{\circ} 59' 15''$ East, 75.00 feet; Thence North $58^{\circ} 18' 11''$ East, 147.74 feet; Thence South $29^{\circ} 28' 20''$ East, 92.42 feet; Thence North $69^{\circ} 54' 19''$ East, 145.75 feet; Thence North $70^{\circ} 48' 24''$ East, 143.74 feet; Thence North $75^{\circ} 19' 19''$ East, 50.00 feet; Thence North $79^{\circ} 22' 57''$ East, 208.47 feet; Thence North $56^{\circ} 25' 00''$ East, 125.38 feet; Thence North $74^{\circ} 27' 23''$ East, 150.85 feet; Thence North $35^{\circ} 38' 45''$ East, 231.46 feet; Thence North $01^{\circ} 54' 31''$ East, 43.88 feet; Thence North $51^{\circ} 40' 24''$ East, 60.43 feet; Thence North $74^{\circ} 24' 45''$ East, 52.41 feet; Thence North $57^{\circ} 14' 31''$ East, 32.05 feet; Thence South $86^{\circ} 41' 22''$ East, 103.15 feet; Thence North $33^{\circ} 19' 43''$ West, 236.40 feet; Thence North $54^{\circ} 18' 40''$ East, 132.45 feet; Thence North $78^{\circ} 14' 47''$ East, 110.88 feet; Thence South $22^{\circ} 37' 39''$ East, 421.05 feet; Thence North $78^{\circ} 44' 29''$ West, 244.33 feet; Thence North $86^{\circ} 41' 22''$ West, 66.20 feet; Thence South $74^{\circ} 15' 43''$ West, 44.43 feet; Thence South $41^{\circ} 41' 35''$ East, 207.73 feet; Thence Southeasterly 595.33 feet along the arc of a circle convex Northeasterly, having a radius of 1465.00 feet, and whose chord bears South $30^{\circ} 03' 05''$ East, 591.24 feet; Thence South $18^{\circ} 24' 36''$ East, 159.82 feet; Thence South $04^{\circ} 52' 04''$ East, 295.63 feet; Thence Southeasterly 314.78 feet along the arc of a circle convex Northeasterly, having a radius of 300.00 feet, and whose chord bears South $34^{\circ} 11' 13''$ East, 300.54 feet; Thence Southeasterly 240.03 feet along the arc of a circle convex Southwesterly, having a radius of 435.00 feet, and whose chord bears South $19^{\circ} 56' 08''$ East, 237.00 feet; Thence South $80^{\circ} 42' 42''$ East, 89.02 feet; Thence North $83^{\circ} 24' 10''$ West, 117.10 feet to a standard COE (Type III) brass disc, stamped "B-32"; Thence South $67^{\circ} 05' 38''$ West, 182.44 feet to a standard COE (Type III) brass disc, stamped "B-31"; Thence South $27^{\circ} 42' 44''$ West, 88.40 feet to a standard COE (Type III) brass disc, stamped "B-30"; Thence South $52^{\circ} 09' 42''$ West, 86.14 feet to a standard

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Exhibit A-1

COE (Type III) brass disc, stamped "B-29"; Thence South 08° 13' 03" East, 222.69 feet to a standard COE (Type III) brass disc, stamped "B-28"; Thence South 08° 35' 37" East, 169.89 feet to a standard COE (Type III) brass disc, stamped "B-27"; Thence South 32° 27' 15" West, 68.12 feet to a standard COE (Type III) brass disc, stamped "B-26"; Thence South 16° 55' 34" West, 273.54 feet to a standard COE (Type III) brass disc, stamped "B-25"; Thence South 76° 30' 06" West, 156.07 feet to a standard COE (Type III) brass disc, stamped "B-24"; Thence North 70° 44' 47" West, 273.39 feet to a standard COE (Type III) brass disc, stamped "B-23"; Thence South 74° 58' 03" West, 100.53 feet to a standard COE (Type III) brass disc, stamped "B-22"; Thence South 21° 54' 12" West, 68.98 feet to the point of beginning; Thence North 52° 59' 01" West, 39.87 feet; Thence North 34° 42' 32" West, 40.36 feet; Thence North 11° 13' 14" West, 100.61 feet; Thence North 52° 36' 32" West, 36.42 feet; Thence North 88° 29' 09" West, 252.02 feet; Thence North 84° 17' 58" West, 129.17 feet; Thence South 68° 22' 05" West, 79.49 feet; Thence North 21° 37' 58" West, 72.82 feet; Thence South 77° 20' 56" West, 152.41 feet; Thence South 67° 49' 34" West, 1042.16 feet; Thence South 25° 43' 39" East, 168.39 feet; Thence Southeasterly 54.95 feet along the arc of a circle convex Southwesterly, having a radius of 80.00 feet, and whose chord bears South 45° 24' 14" East, 53.87 feet; Thence South 65° 04' 41" East, 115.14 feet; Thence Southeasterly 146.79 feet along the arc of a circle convex Southwesterly, having a radius of 180.00 feet, and whose chord bears South 88° 26' 23" East, 142.75 feet; Thence North 68° 11' 54" East, 102.02 feet; Thence South 21° 53' 55" East, 347.98 feet; Thence South 67° 57' 13" West, 302.61 feet; Thence South 25° 39' 23" East, 159.76 feet; Thence South 53° 01' 41" East, 21.22 feet; Thence South 73° 02' 37" East, 37.45 feet; Thence South 79° 48' 49" East, 42.41 feet; Thence South 84° 58' 35" East, 97.41 feet; Thence North 87° 19' 38" East, 35.60 feet; Thence North 75° 22' 25" East, 74.41 feet; Thence North 67° 56' 55" East, 103.89 feet; Thence South 25° 24' 08" East, 259.13 feet; Thence North 49° 50' 42" East, 64.11 feet to a standard COE (Type III) brass disc, stamped "B-8"; Thence North 01° 58' 44" West, 73.94 feet to a standard COE (Type III) brass disc, stamped "B-9"; Thence North 12° 38' 48" East, 51.68 feet to a standard COE (Type III) brass disc, stamped "B-10"; Thence North 65° 22' 10" East, 178.09 feet to a standard COE (Type III) brass disc, stamped "B-11"; Thence South 72° 24' 30" East, 45.79 feet to a standard COE (Type III) brass disc, stamped "B-12"; Thence North 67° 39' 30" East, 92.39 feet to a standard COE (Type III) brass disc, stamped "B-13"; Thence North 40° 04' 44" East, 120.84 feet to a standard COE (Type III) brass disc, stamped "B-14"; Thence North 07° 24' 35" West, 137.63 feet to a standard COE (Type III) brass disc, stamped "B-15"; Thence North 06° 15' 43" East, 148.31 feet to a standard COE (Type III) brass disc, stamped "B-16"; Thence North 09° 30' 55" West, 96.88 feet to a standard COE (Type III) brass disc, stamped "B-17"; Thence North 21° 50' 15" East, 64.26 feet to a standard COE (Type III) brass disc, stamped "B-18"; Thence North 41° 33' 19" East, 218.09 feet to a standard COE (Type III) brass disc, stamped "B-19"; Thence North 79° 41' 44" East, 216.55 feet to a standard COE (Type III) brass disc, stamped "B-20"; Thence North 08° 21' 48" West, 90.23 feet to a standard COE (Type III) brass disc, stamped "B-21"; Thence North 21° 54' 12" East, 113.99 feet to the point of beginning, in Lake County, Illinois;

Also,

Exhibit A-1

Exception Parcel (Parcel 2B)

That part of the Northeast fractional Quarter, the Southeast Quarter and the Southwest Quarter of Section 10, Township 43 North, Range 12, East of the Third Principal Meridian; also that part of the Northwest fractional and the Southwest fractional Quarter of Section 11, Township 43 North, Range 12, East of the Third Principal Meridian; also that part of the Northeast Quarter of Section 15, Township 43 North, Range 12, East of the Third Principal Meridian described as follows: commencing at the Southeast corner of the Northwest Quarter of said Section 10; Thence North 89° 45' 45" West along the South line of said Northwest Quarter, 656.39 feet to the Northeasterly right of way line of 70 foot Sheridan Road (so called) as occupied and monumented; Thence South 29° 11' 44" East along said Northeasterly right of way line of Sheridan Road 585.69 feet; Thence North 61° 09' 31" East, 667.69 feet; Thence North 83° 31' 56" East, 37.45 feet; Thence North 06° 28' 04" West, 15.31 feet; Thence Northerly 80.48 feet along the arc of a circle convex Westerly, having a radius of 170.09 feet, and whose chord bears North 07° 05' 16" East, 79.73 feet; Thence Northeasterly 207.14 feet along the arc of a circle convex Northwesterly, having a radius of 1142.19 feet, and whose chord bears North 25° 50' 20" East, 206.85 feet; Thence North 31° 02' 03" East, 97.14 feet; Thence Northeasterly 43.42 feet along the arc of a circle convex Northwesterly, having a radius of 489.91 feet, and whose chord bears North 33° 34' 24" East, 43.41 feet; Thence Northeasterly 79.69 feet along the arc of a circle convex Northwesterly, having a radius of 1033.00 feet, and whose chord bears North 38° 19' 20" East, 79.67 feet; Thence Northeasterly 452.77 feet along the arc of a circle convex Northwesterly, having a radius of 2091.00 feet, and whose chord bears North 46° 44' 08" East, 451.89 feet; Thence North 40° 11' 59" West, 111.28 feet; Thence North 16° 03' 56" East, 82.92 feet; Thence North 41° 23' 30" East, 41.31 feet; Thence North 34° 50' 22" West, 20.00 feet; Thence North 55° 47' 35" East, 78.10 feet; Thence North 41° 23' 30" East, 86.08 feet; Thence North 18° 06' 39" East, 41.78 feet; Thence North 83° 59' 46" East, 164.67 feet; Thence North 71° 21' 07" East, 138.93 feet; Thence South 18° 14' 01" East, 30.81 feet; Thence North 67° 22' 16" East, 115.02 feet; Thence North 35° 59' 15" East, 75.00 feet; Thence North 58° 18' 11" East, 147.74 feet; Thence South 29° 28' 20" East, 92.42 feet; Thence North 69° 54' 19" East, 145.75 feet; Thence North 70° 48' 24" East, 143.74 feet; Thence North 75° 19' 19" East, 50.00 feet; Thence North 79° 22' 57" East, 208.47 feet; Thence North 56° 25' 00" East, 125.38 feet; Thence North 74° 27' 23" East, 150.85 feet; Thence North 35° 38' 45" East, 231.46 feet; Thence North 01° 54' 31" East, 43.88 feet; Thence North 51° 40' 24" East, 60.43 feet; Thence North 74° 24' 45" East, 52.41 feet; Thence North 57° 14' 31" East, 32.05 feet; Thence South 86° 41' 22" East, 103.15 feet; Thence North 33° 19' 43" West, 236.40 feet; Thence North 54° 18' 40" East, 132.45 feet; Thence North 78° 14' 47" East, 110.88 feet; Thence South 22° 37' 39" East, 421.05 feet; Thence North 78° 44' 29" West, 244.33 feet; Thence North 86° 41' 22" West, 66.20 feet; Thence South 74° 15' 43" West, 44.43 feet; Thence South 41° 41' 35" East, 207.73 feet; Thence Southeasterly 595.33 feet along the arc of a circle convex Northeasterly, having a radius of 1465.00 feet, and whose chord bears South 30° 03' 05" East, 591.24 feet; Thence South 18° 24' 36" East, 159.82 feet; Thence South 04° 52' 04" East, 295.63 feet; Thence Southeasterly 314.78 feet along the arc of a circle convex Northeasterly, having a radius of 300.00 feet, and whose chord bears South 34° 11' 13" East, 300.54 feet; Thence Southeasterly 240.03 feet along the arc of a circle convex Southwesterly, having a radius of 435.00 feet, and whose chord bears South 19° 56' 08" East, 237.00 feet; Thence South 80° 42' 42" East, 89.02 feet; Thence North 83° 24' 10" West, 117.10 feet to a standard COE (Type III) brass disc, stamped "B-32"; Thence South 67° 05' 38" West, 182.44 feet to a standard COE (Type III) brass disc, stamped "B-31"; Thence South 27° 42' 44" West, 88.40 feet to a standard COE (Type III) brass disc, stamped "B-30"; Thence South 52° 09' 42" West, 86.14 feet to a standard

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Exhibit A-1

COE (Type III) brass disc, stamped "B-29"; Thence South 08° 13' 03" East, 222.69 feet to a standard COE (Type III) brass disc, stamped "B-28"; Thence South 08° 35' 37" East, 169.89 feet to a standard COE (Type III) brass disc, stamped "B-27"; Thence South 32° 27' 15" West, 68.12 feet to a standard COE (Type III) brass disc, stamped "B-26"; Thence South 16° 55' 34" West, 273.54 feet to a standard COE (Type III) brass disc, stamped "B-25"; Thence South 76° 30' 06" West, 156.07 feet to a standard COE (Type III) brass disc, stamped "B-24"; Thence North 70° 44' 47" West, 273.39 feet to a standard COE (Type III) brass disc, stamped "B-23"; Thence South 74° 58' 03" West, 100.53 feet to a standard COE (Type III) brass disc, stamped "B-22"; Thence South 21° 54' 12" West, 182.97 feet to a standard COE (Type III) brass disc, stamped "B-21"; Thence South 08° 21' 48" East, 90.23 feet to a standard COE (Type III) brass disc, stamped "B-20"; Thence South 79° 41' 44" West, 216.55 feet to a standard COE (Type III) brass disc, stamped "B-19"; Thence South 41° 33' 19" West, 218.09 feet to a standard COE (Type III) brass disc, stamped "B-18"; Thence South 21° 50' 15" West, 64.26 feet to a standard COE (Type III) brass disc, stamped "B-17"; Thence South 09° 30' 55" East, 96.88 feet to a standard COE (Type III) brass disc, stamped "B-16"; Thence South 06° 15' 43" West, 148.31 feet to a standard COE (Type III) brass disc, stamped "B-15"; Thence South 07° 24' 35" East, 137.63 feet to a standard COE (Type III) brass disc, stamped "B-14"; Thence South 40° 04' 44" West, 120.84 feet to a standard COE (Type III) brass disc, stamped "B-13"; Thence South 67° 39' 30" West, 92.39 feet to a standard COE (Type III) brass disc, stamped "B-12"; Thence North 72° 24' 30" West, 45.79 feet to a standard COE (Type III) brass disc, stamped "B-11"; Thence South 65° 22' 10" West, 178.09 feet to a standard COE (Type III) brass disc, stamped "B-10"; Thence South 12° 38' 48" West, 51.68 feet to a standard COE (Type III) brass disc, stamped "B-9"; Thence South 01° 58' 44" East, 73.94 feet to a standard COE (Type III) brass disc, stamped "B-8"; Thence South 49° 50' 42" West, 146.13 feet to a standard COE (Type III) brass disc, stamped "B-7"; Thence South 80° 48' 11" West, 222.64 feet to the point of beginning; Thence South 25° 00' 41" East, 569.42 feet; Thence South 65° 49' 10" West, 262.20 feet; Thence South 87° 35' 18" West, 75.50 feet; Thence North 24° 23' 11" West, 128.91 feet; Thence Northwesterly 297.09 feet along the arc of a circle convex Northeasterly, having a radius of 538.43 feet, and whose chord bears North 40° 11' 36" West, 293.34 feet; Thence North 63° 49' 00" East, 189.63 feet; Thence South 32° 18' 22" East, 88.75 feet; Thence North 64° 22' 52" East, 129.82 feet; Thence North 24° 15' 02" West, 215.44 feet; Thence North 71° 12' 43" East, 74.19 feet to the point of beginning, in Lake County, Illinois.)



ALL STATE LEGAL 800-228-0510 E0811 RECYCLED

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EXHIBIT B TO QUITCLAIM DEED

The Grantor hereby conveys unto the Grantee the following easement interests:

1. FOR THE NEW SOUTHWEST ENTRY GATE EASEMENT:

A perpetual and assignable non-exclusive easement and right-of-way over a portion of the Philip H. Sheridan Reserve Center Property. This easement, identified as the Southwest Entry Gate Easement, provides ingress and egress through a new and widened entrance-way to be constructed by the Grantee at its sole cost and expense serving both the Historic District and Non-Surplus property at Fort Sheridan, which new entrance-way and related grounds shall be maintained by Grantee at its sole cost and expense, and a route for utilities entering from the east edge of Sheridan Road as more particularly described as follows:

Fort Sheridan Historic District
South Entrance Access Easement

That part of Northeast quarter of Section 15, Township 43 North, Range 12 East of the Third Principal Meridian described as follows: commencing at the Northeast corner of said Section 15, said corner having an Illinois State Plane (East Zone NAD 83) Coordinate of 2019763.92 North and 1126516.13 East; thence North 89° 44' 19" West along the North line thereof a distance of 1076.70 feet; thence South 00° 15' 41" West 87.85 feet to the point of beginning, said point having an Illinois State Plane (East Zone NAD 83) Coordinate of 2019681.08 North and 1125438.98 East; thence South 65° 49' 10" West, 262.20 feet; thence South 87° 35' 18" West, 75.50 feet to the East line of Sheridan Road; Thence South 25° 20' 05" East along said East line 128.02 feet; Thence North 65° 49' 10" East 331.17 feet; Thence North 25° 00' 41" West 100.01 feet to the point of beginning, in Lake County, Illinois.

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EXHIBIT B TO QUITCLAIM DEED

Page 2 of 3

2. FOR THE NEW 9TH STREET UTILITY EASEMENT:

A perpetual and assignable easement and right-of-way over a portion of the Philip H. Sheridan Reserve Center Property. This easement, identified as the 9th Street Utility Easement, which provides a route for extending a new water main infrastructure connecting Patten Road water main improvements to an existing water tower, shall terminate after five years of continuous non-use by Grantee, is more particularly described as follows:

Fort Sheridan Historic District
Army Portion of Easement over 9th Street and Water Tower

That part of Sections 14 and 15, Township 43 North, Range 12 East of the Third Principal Meridian, described as follows: commencing at the Northeast corner of said Section 15 (the North line thereof bears North 89° 44' 19" West), said corner having an Illinois State Plane (East Zone NAD 83) Coordinate of 2019763.92 North and 1126516.13 East; Thence South 41° 42' 49" East, 1441.99 feet to a point having an Illinois State Plane (East Zone NAD 83) Coordinate of 2018687.50 North and 1127475.64 East, said point being also on the centerline of Patten Road; Thence South 68° 58' 13" West 470.52 feet to the **point of beginning** of the centerline of a 66.00 foot wide strip of land; Thence South 68° 58' 13" West 652.82 feet to a point hereinafter described as Point "B" and the termination of said centerline; ALSO a parcel of land contiguous to the Northerly side of the Westerly end of the last described 66 foot wide strip of land, described as commencing at the aforementioned Point "B"; thence North 22° 58' 21" West, 33.02 feet to the Northwest corner of said 66 foot easement for a **point of beginning**; thence continuing North 22° 58' 21" West, 127.45 feet; thence North 67° 40' 17" East, 127.17 feet; thence South 21° 16' 30" East, 130.26 feet to the Northerly line of said 66 foot easement; thence South 68° 58' 13" West along said Northerly line, 123.37 feet to the point of beginning, in Lake County, Illinois.

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EXHIBIT B TO QUITCLAIM DEED

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3. FOR THE NEW WEST BARTLETT RAVINE EASEMENT:

A perpetual and assignable easement and right-of-way over a portion of the Philip H. Sheridan Reserve Center Property. This easement, identified as the West Bartlett Ravine Easement, provides ingress and egress from the property line between the Army Reserve Property and the property granted by this Quitclaim Deed, east of Lyster Road, thence into the west end of Bartlett Ravine as more particularly described as follows:

Fort Sheridan Historic District
Bartlett Ravine Access Easement

That part of Section 10, Township 43 North, Range 12, East of the Third Principal Meridian, described as follows: commencing at the Southeast corner of said Section 10 (the South line thereof bears North 89° 44' 19" West), said corner having an Illinois State Plane (East Zone NAD 83) Coordinate of 2019763.92 North and 1126516.13 East; Thence North 66° 53' 12" West, 1193.89 feet **for the point of beginning**, said point having an Illinois State Plane (East Zone NAD 83) Coordinate of 2020232.58 North and 1125418.07 East; Thence South 80° 48' 11" West, 222.64 feet; thence South 25°00'41" East, 51.97 feet; thence North 80° 48' 11" East, 219.28 feet; thence North 21° 23' 41" West, 51.15 feet to the point of beginning, in Lake County, Illinois.

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ALL-STATE LEGAL 800-222-6570 E0511 RECYCLED

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FORT SHERIDAN NAVY HOUSING
TOWN OF HIGHWOOD, LAKE COUNTY, ILLINOIS

ACCESS ROADS AND UTILITY EASEMENTS
RESERVED TO THE
UNITED STATES OF AMERICA
AT
FORT SHERIDAN

ASSIGNED TO
NAVAL TRAINING CENTER
GREAT LAKES, ILLINOIS

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EXHIBIT C
(to Quitclaim Deed for Parcel 1)

EASEMENTS AND OTHER USES RESERVED FOR THE BENEFIT OF THE GRANTOR
FOR THE DEPARTMENT OF THE NAVY

1. The Grantor hereby reserves perpetual and assignable easements and rights-of-way over five portions (totaling 1.903 acres, more or less) of the Property hereby conveyed for installation, operation, maintenance, repair, replacement and removal of potable water lines to serve Navy Housing at Fort Sheridan, more particularly described as follows:

A strip of land 20.00 feet wide in that part of the Southeast Quarter of Section 10, the South Half of Fractional Section 11, the Northeast Quarter of Section 15 and the North Half of Fractional Section 14 with bearings and values having Illinois State Plane Coordinates, East Zone (NAD 83) the center line of which is described as follows: commencing at a 6 inch square cast iron monument at the North Quarter corner of Section 10 aforesaid; Thence South 00° 08' 20" East 2678.37 feet to a 10 inch square cast iron monument at the Northwest corner of the Southeast Quarter of Section 10; Thence South 02° 41' 13" West 1094.17 feet to an aluminum Corps of Engineers (COE) monument, stamped "FS-15-C"; Thence North 69° 16' 14" East 376.60 feet to a standard COE (type I) bronze disk, stamped "C-1"; Thence South 25° 10' 29" East 94.07 feet to the point of beginning, having Illinois State Plane Coordinates of North 2021375.83 and East 1124209.86; Thence North 61° 45' 49" East 260.12 feet; Thence South 28° 05' 44" East 84.89 feet; Thence South 25° 51' 59" East 73.35 feet; Thence South 27° 39' 54" East 145.59 feet; Thence South 25° 25' 34" East 729.48 feet; Thence South 24° 48' 19" East 209.79 feet to a point having Illinois State Plane Coordinates of North 2020379.80 and East 1124979.81; Thence South 27° 30' 26" East 128.76 feet; Thence South 66° 45' 59" West 173.11 feet; Thence South 32° 11' 06" West 45.56 feet; Thence South 25° 07' 00" East 71.04 feet to a point having Illinois State Plane Coordinates of North 2020094.60 and East 1124886.47; Thence South 23° 41' 08" East 374.49 feet to a point on the Easterly line of Sheridan Road having Illinois State Plane Coordinates of North 2019751.66 and East 1125036.11, containing 1.068 acres, more or less:

ALSO

A strip of land 20 feet wide, the center line of which is described as: beginning at a point having Illinois State Plane Coordinates of North 2020379.80 and East 1124979.81; Thence North 68° 01' 57" East 219.43 feet to a point having Illinois State Plane Coordinates of North 2020463.58 and East 1125187.48; Thence North 67° 58' 26" East 386.93 feet; Thence North 68° 55' 06" East 229.47 feet; Thence North 65° 24' 14" East 77.22 feet; Thence North 21° 56' 01" West 78.79 feet; Thence North 66° 28' 33" East 78.34 feet to a point having Illinois State Plane Coordinates of North 2020826.03 and East 1125868.72; Thence North 66° 28' 33" East 30.11 feet to a point having Illinois State Plane Coordinates of North 2020838.05 and East 1125896.33, containing 0.500 acres, more or less;

ALSO

A strip of land 20 feet wide, the center line of which is described as: beginning at a point having Illinois State Plane Coordinates of North 2020463.58 and East 1125187.48; Thence South 20° 46' 33" East 35.25; Thence South 18° 10' 49" East 233.12 feet to a point having Illinois State Plane Coordinates of North 2020209.14 and East 1125272.71, containing 0.118 acres, more or less;

ALSO

A strip of land 20 feet wide, the center line of which is described as: beginning at a point having Illinois State Plane Coordinates of North 2020826.03 and East 1125868.72; Thence South 24° 54' 57" East 28.00 feet to a point having Illinois State Plane Coordinates of North 2020800.64 and East 1125880.52, containing 0.008 acres, more or less;

ALSO

A strip of land 20 feet wide, the center line of which is described as: beginning at a point having Illinois State Plane Coordinates of North 2020094.60 and East 1124886.47; Thence South 63° 58' 21" West 181.88 feet; Thence North 28° 27' 09" West 101.41 feet; Thence North 54° 00' 08" East 53.32 feet; Thence North 34° 00' 26" West 129.24 feet to a point having Illinois State Plane Coordinates of North

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2020242.43 and East 1124645.57, containing 0.209 acres, more or less, all in Township 43 North, Range 12, East of the Third Principal Meridian, in Lake County, Illinois.

2. The Grantor hereby reserves a perpetual and assignable easement and right-of-way over 1.01 acres, more or less, of the Property hereby conveyed for installation, operation, maintenance, repair, replacement and removal of facilities necessary to control the flow of storm water therein and thereon, more particularly described as follows:

A strip of land 20.0 feet wide in that part of the Southeast Quarter of Section 10, the South Half of Fractional Section 11, the Northeast Quarter of Section 15 and the North Half of Fractional Section 14 with bearings and values having Illinois State Plane Coordinates, East Zone (NAD 83) the center line of which is described as follows: commencing at a 6 inch square cast iron monument at the North Quarter corner of Section 10 aforesaid; Thence South $00^{\circ} 08' 20''$ East 2678.37 feet to a 10 inch square cast iron monument at the Northwest corner of the Southeast Quarter of Section 10; Thence South $02^{\circ} 41' 13''$ West 1094.17 feet to an aluminum Corps of Engineers (COE) monument, stamped "FS-15-C"; Thence North $69^{\circ} 16' 14''$ East 376.60 feet to a standard COE (type I) bronze disk, stamped "C-1"; Thence South $25^{\circ} 10' 29''$ East 336.11 feet to the point of beginning, having Illinois State Plane Coordinates of North 2021156.78 and East 1124312.82; Thence North $63^{\circ} 47' 11''$ East 41.19 feet; Thence North $56^{\circ} 35' 22''$ East 73.88 feet; Thence North $49^{\circ} 57' 24''$ East 34.86 feet; Thence North $50^{\circ} 55' 01''$ East 48.43 feet; Thence North $50^{\circ} 35' 45''$ East 41.48 feet; Thence South $74^{\circ} 33' 37''$ East 262.71 feet; Thence North $77^{\circ} 19' 11''$ East 287.00 feet; Thence North $55^{\circ} 37' 11''$ East 322.30 feet; Thence North $70^{\circ} 50' 23''$ East 249.84 feet; Thence North $66^{\circ} 15' 33''$ East 139.69 feet; Thence South $86^{\circ} 47' 01''$ East 224.74 feet; Thence South $84^{\circ} 43' 54''$ East 108.69 feet; Thence North $86^{\circ} 29' 13''$ East 52.55 feet; Thence North $69^{\circ} 15' 13''$ East 68.28 feet; Thence South $82^{\circ} 55' 05''$ East 39.75 feet; Thence South $59^{\circ} 41' 53''$ East 28.47 feet; Thence South $20^{\circ} 54' 00''$ East 118.17 feet; Thence South $50^{\circ} 02' 13''$ East 44.87 feet; Thence South $77^{\circ} 56' 47''$ East 30.13 feet to a point having Illinois State Plane Coordinates of North 2021448.28 and East 1126289.83, containing 1.01 acres more or less, in Township 43 North, Range 12, East of the Third Principal Meridian, in Lake County, Illinois.

3. The Grantor hereby reserves a perpetual and assignable easement and right-of-way over two portions (totaling 0.42 of an acre, more or less) of the Property hereby conveyed for installation, operation, maintenance, repair, replacement and removal of facilities to supply electrical service to a portion of the Navy property at Fort Sheridan, more particularly described as follows:

A strip of land 20.0 feet wide in that part of the Southeast Quarter of Section 10, the South Half of Fractional Section 11, the Northeast Quarter of Section 15 and the North Half of Fractional Section 14 with bearings and values having Illinois State Plane Coordinates, East Zone (NAD 83) the center line of which is described as follows: commencing at a 6 inch square cast iron monument at the North Quarter corner of Section 10 aforesaid; Thence South $00^{\circ} 08' 20''$ East 2678.37 feet to a 10 inch square cast iron monument at the Northwest corner of the Southeast Quarter of Section 10; Thence South $02^{\circ} 41' 13''$ West 1094.17 feet to an aluminum Corps of Engineers (COE) monument, stamped "FS-15-C"; Thence North $69^{\circ} 16' 14''$ East 376.60 feet to a standard COE (type I) bronze disk, stamped "C-1"; Thence South $25^{\circ} 10' 29''$ East 463.34 feet; Thence Southeasterly 277.61 feet along the arc of a 4.0425 degree railroad curve convex Southwesterly having a radius of 1388.83 feet and a chord bearing South $30^{\circ} 54' 03''$ East 277.15 feet to an aluminum COE monument stamped "C-3"; Thence South $36^{\circ} 37' 39''$ East 62.94 feet to an aluminum COE monument stamped "C-4"; Thence Southeasterly 197.37 feet along the arc of an 8.2437 degree railroad curve convex Southeasterly, having a radius of 660.38 feet and a chord bearing South $28^{\circ} 03' 55''$ East 196.64 feet to an aluminum COE monument stamped "C-5"; Thence Southeasterly 182.85 feet along the arc of a 10.1705 degree railroad curve convex Southeasterly, having a radius of 557.85 feet and a chord bearing South $10^{\circ} 06' 47''$ East 182.03 feet to an aluminum COE monument stamped "C-6"; Thence Southwesterly 130.57 feet along the arc of an 07.4049 degree railroad curve, convex

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Southeasterly, having a radius of 746.61 feet and a chord bearing South 08° 18' 48" West 130.40 feet to the point of beginning having Illinois State Plane Coordinates of North 2020270.69 and East 1124652.85; Thence South 02° 45' 50" West 80.77 feet; Thence South 18° 10' 56" West 134.85 feet to a point having Illinois State Plane Coordinates of North 2020053.90 and East 1124606.49; Thence South 63° 50' 29" East 107.20 feet; Thence South 64° 09' 57" East 71.87 feet; Thence North 79° 52' 55" East 194.79 feet; Thence North 50° 02' 50" East 165.82 feet; Thence South 74° 17' 01" East 179.12 feet to a point having Illinois State Plane Coordinates of North 2020067.50 and East 1125258.70. Containing 0.413 acres more or less.

ALSO

A strip of land 20 feet wide, the center line of which is described as: beginning at a point having Illinois State Plane Coordinates of North 2020053.90 and East 1124606.49; Thence North 65° 59' 24" West 31.33 feet to a point having Illinois State Plane Coordinates of 2020066.65 and East 1124577.87, containing 0.007 acres more or less, all in Township 43 North, Range 12, East of the Third Principal Meridian, in Lake County, Illinois.

4. The Grantor hereby reserves a perpetual and assignable easement and right-of-way over two portions (totaling 0.47 of an acre, more or less) of the Property hereby conveyed for installation, operation, maintenance, repair, replacement and removal of sanitary facilities to service a portion of the Navy property at Fort Sheridan, more particularly described as follows:

A strip of land 20.0 feet wide in that part of the Southeast Quarter of Section 10, the South Half of Fractional Section 11, the Northeast Quarter of Section 15 and the North Half of Fractional Section 14 with bearings and values having Illinois State Plane Coordinates, East Zone (NAD 83) the center line of which is described as follows: commencing at a 6 inch square cast iron monument at the North Quarter corner of Section 10 aforesaid; Thence South 00° 08' 20" East 2678.37 feet to a 10 inch square cast iron monument at the Northwest corner of the Southeast Quarter of Section 10; Thence South 02° 41' 13" West 1094.17 feet to an aluminum Corps of Engineers (COE) monument, stamped "FS-15-C"; Thence North 69° 16' 14" East 376.60 feet to a standard COE (type D) bronze disk, stamped "C-1"; Thence South 25° 10' 29" East 463.34 feet; Thence Southeasterly 277.61 feet along the arc of a 4.0425 degree railroad curve convex Southwesterly having a radius of 1388.83 feet and a chord bearing South 30° 54' 03" East 277.15 feet to an aluminum COE monument stamped "C-3"; Thence South 36° 37' 39" East 62.94 feet to an aluminum COE monument stamped "C-4"; Thence Southeasterly 197.37 feet along the arc of an 8.2437 degree railroad curve convex Southeasterly, having a radius of 660.38 feet and a chord bearing South 28° 03' 55" East 196.64 feet to an aluminum COE monument stamped "C-5"; Thence Southeasterly 182.85 feet along the arc of a 10.1705 degree railroad curve convex Southeasterly, having a radius of 557.85 feet and a chord bearing South 10° 06' 47" East 182.03 feet to an aluminum COE monument stamped "C-6"; Thence Southwesterly 255.91 feet along the arc of a 7.2417 degree railroad curve having a radius of 746.61 feet and a chord of South 13° 07' 21" West 254.66 feet to an aluminum COE monument stamped "C-7"; Thence South 22° 56' 31" West 53.61 feet to the point of beginning having Illinois State Plane Coordinates of North 2020102.35 and East 1124592.99; Thence South 48° 20' 43" East 74.18 feet; Thence South 68° 49' 42" East 142.26 feet; Thence North 66° 33' 14" East 61.98 feet; Thence South 69° 46' 31" East 59.33 feet; Thence South 23° 24' 15" East 98.06 feet; Thence South 68° 31' 06" East 60.57 feet; Thence South 28° 31' 13" East 61.34 feet to a point having Illinois State Plane Coordinates of North 2019839.75 and East 1124984.56; Thence South 32° 34' 42" East 155.22 feet; Thence North 62° 44' 54" East 294.01 feet to a point having Illinois State Plane Coordinates of North 2019843.58 and East 1125252.30, containing 0.46 acres, more or less;

1124907.5

East

1125252.30

ALSO

A strip of land 20 feet wide, the center line of which is described as: beginning at a point having Illinois State Plane Coordinates of North 2019839.75 and East 1125018.24; Thence North 61° 28' 47" West 38.10 feet to a point on the Easterly line of Sheridan Road having Illinois State Plane Coordinates of North 2019843.58 and East 1124984.56, containing 0.01 acres, more or less, all in Township 43 North, Range 12, East of the Third Principal Meridian, in Lake County, Illinois.

SOUTH

2019857.95

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5. The Grantor hereby reserves a perpetual and assignable easement and right-of-way over four portions (totaling 2.05 acres, more or less) of the Property hereby conveyed for installation, operation, maintenance, repair, replacement and removal of access facilities to service a portion of the Navy property at Fort Sheridan, more particularly described as follows:

A strip of land 24.0 feet wide in that part of the Southeast Quarter of Section 10, the South Half of Fractional Section 11, the Northeast Quarter of Section 15 and the North Half of Fractional Section 14 with bearings and values having Illinois State Plane Coordinates, East Zone (NAD 83) the center line of which is described as follows: commencing at a 6 inch square cast iron monument at the North Quarter corner of Section 10 aforesaid; Thence South $00^{\circ} 08' 20''$ East 2678.37 feet to a 10 inch square cast iron monument at the Northwest corner of the Southeast Quarter of Section 10; Thence South $02^{\circ} 41' 13''$ West 1094.17 feet to an aluminum Corps of Engineers (COE) monument, stamped "FS-15-C"; Thence North $69^{\circ} 16' 14''$ East 376.60 feet to a standard COE (type I) bronze disk, stamped "C-1"; Thence South $25^{\circ} 10' 29''$ East 16.06 feet to the point of beginning having Illinois State Plane Coordinates of North 2021446.42 and East 1124176.68; Thence North $56^{\circ} 06' 28''$ East 116.12 feet; Thence North $42^{\circ} 47' 24''$ East 82.86 feet; Thence Northeasterly 54.80 feet along the arc of a circle convex Northwesterly having a radius of 200.0 feet, the chord of said arc bears North $50^{\circ} 38' 24''$ East 54.62 feet; Thence North $58^{\circ} 29' 05''$ East 25.25 feet; Thence Northerly 51.15 feet along the arc of a circle convex Easterly having a radius of 35.00 feet, the chord of said arc bears North $16^{\circ} 37' 10''$ East 46.72 feet; Thence North $25^{\circ} 14' 44''$ West 252.99 feet; Thence Northwesterly 274.01 feet along the arc of a circle convex Northeasterly having a radius of 190.00 feet, the chord of said arc bears North $66^{\circ} 33' 39''$ West 250.87 feet; Thence Westerly 541.01 feet along the arc of a circle convex Northerly having a radius of 2891.46 feet, the chord of said arc bears South $66^{\circ} 45' 51''$ West 540.22 feet to a point on the East line of Sheridan Road having Illinois State Plane Coordinates of North 2021780.08 and East 1123572.00, containing 0.77 acres, more or less;

ALSO

A 24 foot wide strip of land, the center line of which is described as: commencing at a 6 inch square cast iron monument at the North Quarter corner of Section 10 aforesaid; Thence South $00^{\circ} 08' 20''$ East 2678.37 feet to a 10 inch square cast iron monument at the Northwest corner of the Southeast Quarter of Section 10; Thence South $02^{\circ} 41' 13''$ West 1094.17 feet to an aluminum Corps of Engineers (COE) monument, stamped "FS-15-C"; Thence North $69^{\circ} 16' 14''$ East 376.60 feet to a standard COE (type I) bronze disk, stamped "C-1"; Thence South $25^{\circ} 10' 29''$ East 463.34 feet; Thence Southeasterly 277.61 feet along the arc of a 4.0425 degree railroad curve convex Southwesterly having a radius of 1388.83 feet and a chord bearing South $30^{\circ} 54' 03''$ East 277.15 feet to an aluminum COE monument stamped "C-3"; Thence South $36^{\circ} 37' 39''$ East 62.94 feet to an aluminum COE monument stamped "C-4"; Thence Southeasterly 197.37 feet along the arc of an 8.2437 degree railroad curve convex Southeasterly, having a radius of 660.38 feet and a chord bearing South $28^{\circ} 03' 55''$ East 196.64 feet to an aluminum COE monument stamped "C-5"; Thence Southeasterly 182.85 feet along the arc of a 10.1705 degree railroad curve convex Southeasterly, having a radius of 557.85 feet and a chord bearing South $10^{\circ} 06' 47''$ East 182.03 feet to an aluminum COE monument stamped "C-6"; Thence Southwesterly 38.97 feet along the arc of an 07.4049 degree railroad curve, convex Southeasterly, having a radius of 746.61 feet and a chord bearing South $04^{\circ} 47' 55''$ West 38.97 feet to the point of beginning having Illinois State Plane Coordinates of North 2020360.89 and East 1124668.45; Thence South $89^{\circ} 45' 06''$ East 75.44 feet; Thence Easterly 68.49 feet along the arc of a circle convex Southerly having a radius of 130.00 feet, the chord of said arc bears North $75^{\circ} 09' 17''$ East 67.70 feet; Thence North $60^{\circ} 03' 48''$ East 187.61 feet to a point having Illinois State Plane Coordinates of North 2020471.54 and East 1124971.90; Thence South $80^{\circ} 22' 03''$ East 106.48 feet; Thence Southeasterly 84.99 feet along the arc of a circle convex Southwesterly having a radius of 500.0 feet, the chord of said arc bears South $85^{\circ} 14' 12''$ East 84.89 feet; Thence South $89^{\circ} 53' 29''$ East 60.20 feet; Thence South $17^{\circ} 26' 50''$ East 245.28 feet to a point having Illinois State Plane Coordinates of North 2020212.78 and East 1125295.22, containing 0.46 acres, more or less;

NORTH

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ALSO

A 24 foot wide strip of land, the center line which is described as: beginning at a point having Illinois State Plane Coordinates of North 2020471.54 and East 1124971.90; Thence South 25° 15' 33" East 611.01 feet; Thence South 31° 49' 28" East 304.22 feet to a point having Illinois State Plane Coordinates of North 2019660.46 and East 1125393.05, containing 0.49 acres, more or less;

ALSO

A 24 foot wide strip of land, the center line which is described as: beginning at a point in the center line of Patten Road having Illinois State Plane Coordinates of North 2021552.14 and East 1126374.56; Thence North 21° 01' 59" West 251.09 feet; Thence South 67° 49' 30" West 39.45 feet; Thence South 36° 39' 34" West 39.68 feet; Thence South 08° 21' 26" West 38.64 feet; Thence South 12° 03' 00" East 80.47 feet; Thence South 18° 48' 37" East 38.61 feet; Thence South 37° 17' 12" East 31.61 feet; Thence South 51° 26' 34" East 35.81 feet to a point having Illinois State Plane Coordinates of North ~~2021481.03~~ and East ~~1126303.00~~, containing 0.33 acres, more or less, all in Township 43 North, Range 12, East of the Third Principal Meridian, in Lake County, Illinois.

2021538.80

1126284.95

THENCE SOUTH 07° 52' - 49" EAST 58.35 FEET

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ALL-STATE LEGAL 800-272-6040 E0518 RECYCLED

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FINDING OF SUITABILITY TO TRANSFER (FOST)

HISTORIC DISTRICT TRANSFER PARCEL

FORT SHERIDAN, ILLINOIS

OCTOBER 1997

1.0 PURPOSE AND FINDING

The purpose of this FOST is to document a decision made pursuant to Department of Defense (DoD) FOST guidance that property is suitable to transfer.

Based on a review of the *Fort Sheridan Historic District Transfer Parcel Environmental Baseline Survey (EBS)*, I have determined that the Fort Sheridan Transfer Parcel described herein is suitable for transfer for its proposed reuse. The proposed future use of the property is residential, recreational, light commercial.

2.0 PROPERTY DESCRIPTION

The majority of the parcel described herein is located within the Historic District at Fort Sheridan. There is also a small area to the west not considered part of the Historic District which includes Buildings 99, 99X, 677, 678, and 679 and another area to the west of Buildings 205 and 180 extending west to the reservation boundary. A total of one hundred twenty-three (123) buildings are located within the parcel boundaries. A site map showing the general location of the property and buildings being made available for transfer is provided as Attachment A.

3.0 NATIONAL ENVIRONMENTAL POLICY ACT COMPLIANCE

Review of the Fort Sheridan Joint Planning Committee (JPC) *Fort Sheridan Concept Plan*, Johnson, Johnson, and Roy, Inc. September, 1994, indicates that the proposed reuse is similar to the analysis of environmental impacts associated with the low intensity reuse alternative documented in the *Environmental Assessment (EA) for the Disposal and Reuse of Fort Sheridan*, September, 1993. This EA was prepared in 1993. Its accuracy was reviewed before it was published in 1997. Based on the environmental impact analyses documented in the EA, it has been determined, and documented in the Finding of No Significant Impact (FNSI), that implementation of the proposed action would not have a significant individual or cumulative adverse impact on the quality of the natural or human environment.

4.0 ENVIRONMENTAL BASELINE SURVEY FINDINGS

A site-specific EBS was prepared to document the environmental condition of property on the transfer parcel. The majority of the transfer parcel was historically used for residential and administrative purposes and is designated Environmental Condition Category (ECC) 1 (areas where no release or disposal of hazardous substances or petroleum products has occurred). Four sites were investigated during the Remedial Investigation (RI) and have been designated Category 1. Seven (7) underground storage tank (UST) removal sites have been designated Category 2 (areas where only release or disposal of petroleum products has occurred). Two sites have been designated Category 3 (areas where release, disposal, and/or migration of hazardous substances

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has occurred, but in quantities that do not require a removal or remedial action). The site of a former fire-damaged PCB contaminated transformer receives an ECC classification of Category 4 (areas where release, disposal, and/or migration of hazardous substances has occurred, and all remedial actions necessary to protect human health and the environment have been taken). All other buildings or areas located on the Historic District Transfer Parcel are considered Category 1.

4.1 Hazardous Substances and Petroleum Products

Three study areas in the transfer parcel (Building 29A, Scott Loop Drain, and McArthur Loop Drain) were sampled during the Surplus Property Remedial Investigation (RI). Two additional study areas in the transfer parcel (Building 2 and 707) were investigated during the RI but no sampling was performed. These investigations indicate that no release of hazardous substances has occurred at four of these study areas. At one of these study areas, Scott Loop Drain, analytical results from a sediment sample indicate low levels of organics including polynuclear aromatic hydrocarbons (PAHs) above background, and chlorofluorocarbons (CFCs). These hazardous substances were detected at levels which do not require a remedial or removal action. Hazardous substances were stored in sufficient quantities at three (3) of these study areas to require notification under CERCLA Section 120 (h)(1). Petroleum products storage sites include seven (7) former USTs. Attachment B includes information, where applicable, as to the substance-stored/hazardous substance(s) of concern at each of these sites, the quantity stored, dates of storage, regulatory designations (Chemical Abstracts Services Registry Number (CASRN), RCRA Hazardous Waste Number, etc.), the current status of the site, and the Environmental Condition Category (ECC) classification. The ECC classification system was developed by the Department of Defense (DoD) for categorizing parcels to effectively describe the environmental condition of the installation property and to provide relevant information regarding the past storage, release, or disposal of hazardous substances. For more information on ECC classification, see Section 5.0 of the *Fort Sheridan Historic District Transfer Parcel EBS*. A CERCLA Notice indicating the type and quantity of hazardous substances and notice of the time such storage, release, or disposal took place is included as a disclosure statement located in Attachment C.

4.2 Asbestos

Of the one hundred twenty-three (123) buildings located within the transfer parcel, asbestos surveys indicate that one hundred one (101) buildings tested positive for the presence of asbestos containing material (ACM). Of these 101, thirty-one (31) buildings contain damaged friable asbestos. ACM at eighteen (18) buildings was not damaged friable at time of survey, and all known damaged friable asbestos was abated at the remaining fifty-two (52) buildings. Complete asbestos survey and abatement information listed by building is provided in the *Fort Sheridan Historic District Transfer Parcel EBS*. In accordance with the DoD policy on asbestos, buildings containing damaged, friable asbestos will either be demolished by the transferee or be required to be remediated by the transferee prior to use. The deed will contain the appropriate use restriction. A Notice of the Presence of Asbestos is included as a disclosure statement located in Attachment C.

4.3 Lead-Based Paint

According to the reuse plan, fifty-eight (58) buildings have a proposed residential reuse. Analysis of sampling results revealed lead-based paint to be above regulatory levels on various interior and exterior components throughout each building. All of these buildings were constructed prior to 1960 and require abatement of LBP hazards prior to residential occupation. Abatement of interior and

exterior hazards at eight (8) of these buildings is completed. Abatement of only interior exterior hazards has been completed at two (2) buildings. Buildings with exterior soil samples indicating lead levels between 400 - 1000 ppm were remediated by covering bare soils with mulch or topsoil and grass seed, as appropriate. Buildings with bare soil areas exceeding 1000 ppm were remediated by excavating 3 - 9 inches of soil, replacing with soil with lead levels less than 200 ppm, and mulching or reseeded, as appropriate. Excavation of soils and/or bare soil restoration was conducted from October 1996 - May, 1997. Complete lead-based paint survey and abatement information listed by building is provided in the *Fort Sheridan Historic District Transfer Parcel EBS*. A Notice of the Presence of Lead-Based Paint is included as a disclosure statement located in Attachment C.

4.4 Radon

Fort Sheridan conducted a post-wide radon survey of Priority 1 structures in 1990. Priority 1 structures include day care centers, hospitals, schools, and living units. Four buildings in the transfer parcel (28, 92A, 92B, and 93B) exceeded the USEPA action level of 4.0 pCi/L during the 90 day testing period. These buildings were re-tested and only Building 28 was found to have radon levels (8.0 pCi/L) above the USEPA action limit. In accordance with *DoD Policy On Radon At Base Realignment And Closure Properties, 31 October 1994*, DoD policy is to ensure that any available and relevant radon assessment data pertaining to BRAC property being transferred should be included in property transfer documents.

4.5 Polychlorinated Biphenyls

Under Toxic Substances Control Act (TSCA) authority, the USEPA has determined that PCBs detected in transformers at concentrations greater than 50 ppm are considered PCB-contaminated. PCB-contaminated transformers may continue to be used as long as they remain in good condition with no leaks and spills and meet other requirements in accordance with 40 CFR 761. Transformers still in use are inspected on a quarterly basis by representatives of the Fort Sheridan BRAC Office. Transformers containing PCB concentrations in excess of 50 ppm are listed below:

- 1) PM111: Pad mounted transformer formerly located immediately south of and servicing Building 48. Fluid sampling revealed total PCB concentrations of 262 PPM. Transformer reported leaking during quarterly inspection. Transformer decommissioned and disposed off-site in March, 1997. Soil samples taken around transformer indicate PCBs in concentrations less than 1 ppm, the residential Tier 1 cleanup objective according to the Illinois' Tiered Approach to Complete Objectives (TACO) guidance. A wipe sample indicates no detection above the stated detection limit of 1ug/100cm².
- 2) PM122: Pad mounted transformer formerly located west of Building 29 servicing Buildings 29, 206, 207, and 297. Fluid sampling reveals total PCB concentrations of 282 PPM. Transformer was removed on April 17, 1996, to facilitate a UST removal at Building 29 (See site assessment for Building 29 located in Appendix B) and disposed off-site. At the time of removal, the transformer was in good condition with no signs of leaks or spills.
- 3) PM425: Pad mounted transformer formerly located south of and servicing Building 50. Fluid sampling reveals total PCB concentrations of 316 ppm. The transformer was damaged in a fire and removed in February, 1997. The fire caused the transformer to spill approximately 50 gallons of PCB contaminated oil. Contaminated

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soils were excavated and the site cleaned to Illinois TACO Tier I cleanup objectives. For more information, see *Report On PCB Contaminated Transformer PM-425 Fire, February 21, 1997, Fort Sheridan, Illinois. Diversified Technologies Corporation, April, 1997.*

4) PM427: Pad mounted transformer located south of Building 50 servicing Buildings 50, 79, and 106. Fluid sampling reveals total PCB concentrations of 311 PPM. Transformer is in good condition with no signs of leaks or spills.

Transformer PM427 is the only remaining PCB contaminated transformer located within the Historic District Transfer Parcel. A Notice of the Presence of PCB Contaminated Transformers is included, as a disclosure statement located in Attachment C.

4.6 Radiological Materials

Radioactive materials, including watch dials, compasses, and a chemical agent detector, were stored in Building 82. A total of three buildings located within the EBS parcel underwent radiological surveys. In addition to Building 82, Building 48-G was surveyed because it served as the base of operations and equipment storage during the radiological surveys and, Building 140, because a room in the building was found to have radiation stickers on the door. A review of the survey results indicates that there were no radiological health hazards identified as a result of the use and storage of radioactive commodities in the buildings that were surveyed and recommends that the buildings be released for unrestricted use.

4.7 Ordnance and Explosives

An Archives Search Report was generated for the entire Fort Sheridan Installation in March 1996 which details findings of an extensive literature review of all historical ordnance related activities at Fort Sheridan. No buildings or areas within the EBS parcel were identified for investigation by the Archives Search Report.

5.0 ACCESS

The Army shall have access to the property in any case in which a response action or corrective action is found necessary after the date of property transfer, or such access is necessary to carry out a response action or corrective action on adjacent property.

Two groundwater monitoring wells were installed on the transfer parcel to determine the quality of background groundwater. The Army shall have access to these background wells to conduct routine sampling and/or to remove these wells.

6.0 ANALYSIS OF LAND USE

The proposed reuse of the Historic District Transfer Parcel is detailed in the Fort Sheridan Joint Planning Committee (JPC) *Fort Sheridan Concept Plan. Johnson, Johnson, and Roy, Inc. September, 1994.* The Fort Sheridan JPC, formerly consisting of the Cities of Highland Park, Highwood, and Lake Forest and the County of Lake, approved the Concept Plan in September of 1994. The Army reviewed the plan and provided recommendations on February 3, 1995.

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The proposed reuse of the subject transfer parcel is primarily residential. The buildings west of Lyster Road are designated as light commercial. The Parade Ground and Lake Michigan Bluff and Beachfront area are designated for recreational use.

7.0 DEED RESTRICTIONS

Environmental restrictions, located in Attachment C, will be included in the deed as part of this transfer. Restrictions include, but are not limited to, notices for the presence of hazardous substances, lead-based paint, asbestos, and PCB contaminated transformers.

8.0 REGULATORY COMMENT

The U.S. Environmental Protection Agency and Illinois Environmental Protection Agency were notified at the initiation of the EBS and FOST. Regulatory comments received during the development of these documents were reviewed and either incorporated or addressed in responses to comments. There are three unresolved regulatory agency comments as discussed in Attachment D. The nature of these comments is such that they do not affect the finding of suitability to transfer.

9.0 FINDING OF SUITABILITY TO TRANSFER

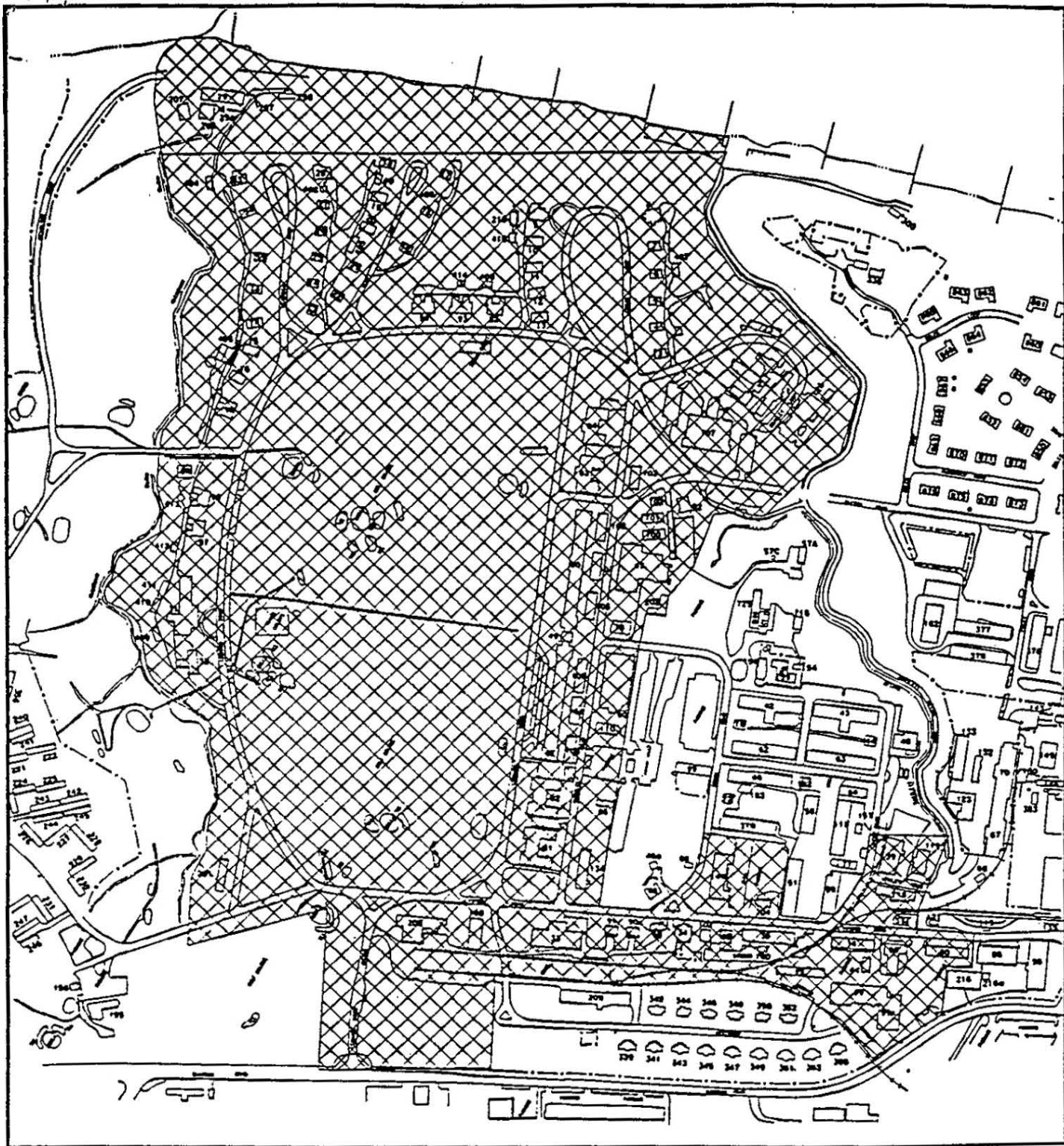
On the basis of the above and results from the Historic District Transfer EBS and its reference documents, I have concluded that the requirements of CERCLA Section 120(h) have been met; and subject to the foregoing restrictions and rights, the property has been found suitable to transfer for its proposed reuse. In accordance with CERCLA Section 120(h)(1), hazardous substance notice is required due to hazardous substances were stored for one year or more, or known to have been released, treated, or disposed on the proposed property transfer parcel. The Army further warrants under CERCLA Section 120(h)(3) that: (1) all remedial action necessary to protect human health and the environment with respect to any such substance remaining on the property has been taken before the date of such transfer, and (2) any additional remedial action found to be necessary after the date of such transfer (that resulted from past Army activities) shall be conducted by the Army. The deed for this transaction will contain the covenants required by CERCLA 120 (h)(3).

Patricia P. Hickerson 16 Oct 97

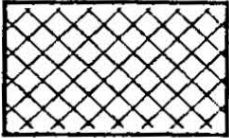
Patricia P. Hickerson Date
Major General, U.S. Army
Deputy Chief of Staff for
Personnel and Installation
Management

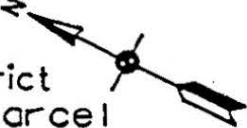
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LEGEND

 Historic District Transfer Parcel



200 100 0 200 400 FT

SCALE 1" = 200'

Figure #1

Historic District Transfer Parcel

Fort Sheridan Site Specific Environmental Baseline Survey

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Attachment B

Substance Stored, Quantity, Dates of Storage, Environmental Condition of Property Category

Site or Area	Environmental Condition Category							Substance Stored/Hazardous Substance(s) of Concern	Quantity Stored	Dates of Storage
	1	2	3	4	5	6	7			
Building 2	x							Small Amounts of Reagents and Chemicals	unknown	1993 - 1997
Building 29A	x							PCB Containing Oil (CASRN: 1336383; RCRA: n.a.)	unknown	1940s - 1998
Building 707	x							Mercury (CASRN: 7439978; RCRA: D009)	unknown	1967 - 1998
Scott Loop Drain			x					Surface Water Runoff Drainage Ways	n/a	n/a
McArthur Loop Drain	x							Surface Water Runoff Drainage Ways	n/a	n/a
Former PCB Contaminated Transformer (PM 425) South of Building 50 (See note #3)				x				PCB Containing Oil (CASRN: 1336383; RCRA: n.a.)	Estimated Release of 50 gallons of oil containing 316 ppm PCBs. Approximate storage of 110 - 140 gallons oil.	Fire Occurred February 21, 1997. Cleanup completed February 28, 1997.
Former PCB Contaminated Transformer (PM 111) South of Building 48 (see note #3)								PCB Containing Oil (CASRN: 1336383; RCRA: n.a.)	Approximately 110 - 140 gallons oil with 262 PPM PCBs Stored / Unknown Release	Unknown - March, 1997
Former UST at Bldg 2		x						#2 Heating Oil	1,000 gallons	unknown
Former USTs at Bldg 29		x						Gasoline	600 gallons X 2	unknown
Former UST at Bldg 29		x						Diesel	1,000 gallons	unknown
Former UST at Bldg 31		x						#2 Heating Oil	2,000 gallons	unknown
Former UST at Bldg 60		x						Diesel	6,000 gallons	unknown
Former UST at Bldg 205		x						#2 Heating Oil	10,000 gallons	unknown
Notes:										
<p>1. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability and Compensation Act (CERCLA or "Superfund") 42 U.S.C. section 9620(h). This section is intended to comply with reporting requirements under 40 CFR 373 in indicating the type and quantity of hazardous substances and notice of the time at which such storage, release, or disposal took place, to the extent that such information is available on the basis of a complete search of agency files.</p> <p>2. 40 CFR 373.2 stipulates that notice is required when substances stored over one year have been stored in quantities greater than or equal to 1000 kilograms or the hazardous substances CERCLA reportable quantity, whichever is greater. Hazardous substances listed under 40 CFR 261.30 as acutely hazardous wastes are subject to the notice requirement when stored in quantities greater than or equal to 1 kilogram. Notice is also required when releases have occurred in quantities greater than or equal to the CERCLA reportable quantity. After a complete search of available records concerning the property discussed in this FOST, quantities of certain hazardous substances are unknown and can be assumed to be greater than or equal to the applicable reportable quantity. Applicable names of hazardous substances have been provided, when known, within the table along with any known regulatory designation (CASRN, regulatory synonym, RCRA hazardous waste number, etc.).</p> <p>3. For more information on PCB contaminated transformers, see Section 13.4 of EBS.</p>										

Key:
 RI = Remedial Investigation
 CASRN = Chemical Abstracts Services Registry Number
 RCRA = Resource Conservation and Recovery Act

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ATTACHMENT C

ENVIRONMENTAL RESTRICTIONS AND DISCLOSURE STATEMENTS

A. ENVIRONMENTAL RESTRICTIONS

1. The Army shall have access to the property in any case in which a response action or corrective action is found to be necessary after date of property transfer, or such access is necessary to carry out a response action or corrective action on adjacent property.
2. The Army and its representatives shall, for all time, have access to the property for the purpose of sampling and/or removing groundwater wells.
3. The transferee or successors or assigns shall comply with all applicable federal, state, and local laws, regulations, and standards that are or may become applicable to transferees activities on the transferred premises.

B. DISCLOSURE STATEMENTS

1. NOTICE OF THE PRESENCE OF ASBESTOS:

The Authority is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos-containing materials ("ACM") have been found on the Property, as described in the final base-wide EBS. The Army represents that it does not have knowledge of any ACM on the property other than ACM identified in the EBS. Except as provided below, the ACM on the Property does not currently pose a threat to human health or the environment. Except as provided below, all friable asbestos that posed a risk to human health has either been removed or encapsulated.

Buildings or facilities listed in Table 5 of the EBS have been determined to contain friable ACM that may pose a threat to human health. Detailed information is contained in the EBS. The Army has agreed to convey said buildings to the Authority, prior to remediation of asbestos hazards, in reliance upon the Authority's express representation and promise that the Authority will, prior to use or occupancy of said buildings, either: (i) demolish said buildings, disposing of ACM in accordance with applicable laws and regulations or (ii) fully renovate said buildings to the extent that all friable asbestos is properly removed and disposed of, in accordance with applicable laws and regulations, in the course of said renovation. With respect to the friable asbestos in the buildings listed in Table 5, the Authority specifically agrees to undertake any and all remediation that may be required under CERCLA 120 (h) (3) or any other law or regulation. The Authority acknowledges that the consideration for the conveyance of the Property was negotiated based upon the Authority's agreement to the provisions contained in this section.

The Authority covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos; and that the Army assumes no liability for any future remediation of asbestos or damages for personal injury, illness, disability, or death, to the Authority, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property described in the MOA, whether the Authority, its successors or assigns have properly warned or failed to properly warn the individual(s) injured. The Authority agrees to be responsible for any future remediation of asbestos found to be necessary on the Property. The Authority assumes no liability for damages for personal injury, illness, disability, or death arising from any exposure or failure to comply with any legal requirements applicable to asbestos on any portion of the Property arising prior to the Army's conveyance of such portion of the Property to the Authority pursuant to the MOA.

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Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, building construction workplaces have been associated with asbestos-related diseases. Both Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

The Authority acknowledges that it has inspected the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto prior to accepting the responsibilities imposed upon the Authority under this section. The failure of the Authority to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand against the United States, or any adjustment under the MOA.

The Authority further agrees to indemnify and hold harmless the Army, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, future asbestos remediation, personal injury, death or property damage resulting from, related to, caused by or arising out of the possession and/or use of any portion of the Property containing asbestos and arising from the presence of asbestos after the conveyance of such portion of the Property to the Authority pursuant to the MOA. This section and the obligations of the Authority hereunder shall survive the expiration or termination of the MOA and conveyance of the Property to the Authority. The Authority's obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this section.

2. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT:

The Authority is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. "Residential Real Property" means any housing constructed prior to 1978, except housing for the elderly (households reserved for and composed of one or more persons 62 years of age or more at the time of initial occupancy) or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

Available information concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces is contained in the Environmental Baseline Survey, which has been provided to the Authority. Additionally, the following reports pertaining to lead-based paint and/or lead-based paint hazards have been provided to the Authority:

"Final Report for the Fort Sheridan Army Base, Final Report Soil Abatement for Fort Sheridan, Illinois,"
ENTACT, Feb 11, 1997.

"Final Report for the Fort Sheridan Army Base, Soil Abatement,"
ENTACT, May 29, 1997.

"Asbestos and Lead-Based Paint Hazard Abatement,"
U.S. Army Corps of Engineers, January, 1997.

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"Lead-Based Paint Testing and Risk Assessment,"
RECON Environmental Corp., September, 1995.

"Report of Lead-Based Paint Testing Historical Buildings."
U.S. Army Corps of Engineers, May 1997.

"Summary Report Lead-Based Paint Hazard Abatement Historical Buildings,"
U.S. Army Corps of Engineers, June, 1997.

All purchasers must also receive the federally-approved pamphlet on lead poisoning prevention. The Authority hereby acknowledges receipt of all of the information described in this subparagraph.

The Authority acknowledges that it has received the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards prior to execution of the MOA.

The Authority covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Real Property without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of Residential Real Property, if required by law or regulation, the Authority, at its sole expense, will: (1) inspect for the presence of lead-based paint and or lead-based paint hazards; (2) abate and eliminate lead-based paint hazards in accordance with all applicable laws and regulations; and (3) comply with all applicable notice and disclosure requirements under applicable federal and state law. The Authority agrees to be responsible for all remediation of lead-based paint or lead-based paint hazards found to be necessary on the Property after conveyance to the Authority.

The Army assumes no liability for remediation or damages for personal injury, illness, disability, or death, to the Authority, its successors or assigns, sublessees or to any other person, including members of the general public, arising from or incident to lead-based paint located on the Property. The Authority further agrees to indemnify and hold harmless the Army, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, remediation, personal injury, death or property damage resulting from, related to, caused by or arising out of lead-based paint on the Property. The Authority's obligation to indemnify and hold the Army harmless hereunder shall apply whenever the United States of America incurs costs or liabilities for actions giving rise to liability under this section. However, the Authority assumes no liability for (i) remediation or damages for personal injury, illness, disability, or death suffered or incurred by the Army, its officers, agents and employees or by any other person, including members of the general public, arising from any exposure of any person to lead-based paint on any portion of the Property occurring prior to the date of conveyance of such portion of the Property to the Authority or (ii) any failure of the Army to comply with any legal requirements applicable to lead-based paint conditions on any portion of the Property prior to the Army's conveyance of such portion of the Property to the Authority pursuant to the MOA.

3. NOTICE OF THE PRESENCE OF RADON:

Available radon assessment data pertaining to the Property is in the EBS. According to said radon assessment data, Building 28 on the Property may contain unhealthy levels of radon. The Grantor shall not be responsible for remediation of radon on the Property. The Grantee and its successors and assigns shall not permit the occupancy of Building 28 without first abating and eliminating the radon hazard in accordance with applicable regulatory standards and guidelines. This covenant shall run with the land. The Grantee shall ensure that any assignee, transferee, affiliate, successor, or foreclosure purchaser of the Property shall be bound by the provisions hereof. The Grantee shall indemnify and hold the Grantor harmless from all claims, liability, loss, cost, or damage arising out of occupation of Building 28 without first abating the radon hazard in accordance with applicable standards and guidelines.

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4. CERCLA NOTICE

The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability and Compensation Act (CERCLA or "Superfund") 42 U.S.C. section 9620(h). The Army has made a complete search of its available records concerning the property subject in this FOST. Those records indicate that hazardous substances have been stored for one year or more, released, or disposed of on the Transfer Premises as described in Attachment B. The Grantee should consult the Fort Sheridan Historic District Transfer Parcel EBS for more details.

5. NOTICE OF THE PRESENCE OF PCB CONTAMINATED TRANSFORMERS:

The transferee is hereby informed and does acknowledge the presence of PCB contaminated transformers on the transferred premises, as described in the Historic District Transfer Parcel EBS. The PCB contaminated transformers are in good condition and do not currently pose a threat to human health or the environment. The transferee covenants and agrees that its use of the said transformers on the transferred property will be in compliance with all applicable laws and regulations relating to PCBs. The Army assumes no liability for future remediation of PCBs related to spills, leaks, or other such releases from said PCB contaminated transformers or damages from personal injury, illness, disability, or death, to the transferee, its successor or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with PCBs in said transformers on the transferred premises described in this deed, whether the transferee, its successors or assigns, have properly warned or failed to properly warn the individual(s) injured.

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ATTACHMENT D

Unresolved Regulatory Agency Comments Fort Sheridan Historic District Transfer Parcel Environmental Baseline Survey (EBS) and Finding of Suitability to Transfer (FOST)

1. Commenter: U.S. Environmental Protection Agency (USEPA)

Comment: USEPA cannot provide a conditional concurrence of this FOST until the [lead based paint (LBP) contaminated] soil abatement project is complete and have reviewed the final report.

Army response: LBP contaminated soil abatement is being completed in accordance with (IAW) Title X of the Housing and Community Development Act of 1992, and not under CERCLA. Title X does not require lead based paint hazard abatement be conducted prior to property transfer. However, at this site, the LBP contaminated soil abatement will be completed prior to property transfer.

Discussion: The regulation of lead based paint contaminated soil under CERCLA is an on-going unresolved issue between the Army and USEPA. As no formal national policy has yet been established by either agency with respect to the regulation of lead based paint contaminated soil, this issue is unresolved. Both under CERCLA and under Title X, lead based paint hazards are required to be abated prior to residential reuse. At this site, lead based paint contaminated soil abatement will be completed around future residential buildings prior to transfer. Therefore, this comment does not affect the finding of suitability to transfer.

2. Commenter: USEPA

Comment: USEPA believes there is insufficient information to conclude that chlorofluorocarbons (CFCs) detected in a residential area (Scott Loop) are likely related to residential activities.

Army response: The Scott Loop area is exclusively residential and has been throughout the history of the fort. Therefore, the presence of CFCs in this area is *likely* related to residential activities.

Discussion: This is a difference of opinion. The levels of CFCs are extremely low and do not pose an unacceptable risk to human health and to the environment. Therefore, the source of CFCs at this site is inconsequential, and the comment does not affect the finding of suitability to transfer.

3. Commenter: Illinois Environmental Protection Agency (IEPA)

Comment: Include DDT, a tentatively identified compound (TIC), into the risk calculations or provide more justification why it was misidentified as a TIC. Even if it is included in the risk calculations, there are still no unacceptable risks at the site.

Army response: To include this TIC into the risk calculations is inconsistent with USEPA's Risk Assessment Guidance for Superfund (RAGS). Language from RAGs was added into the EBS.

Discussion: This is a technical issue on which we do not agree. While including the TIC would not affect the overall risk calculation, the Army believes it would be inconsistent with risk

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assessment guidance. Because inclusion of DDT does not affect the overall risk calculation, the comment does not affect the finding of suitability to transfer.

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PLAT ACT AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF LAKE

} SS.

DOCUMENT NO. _____

I, (Name) John J. Zimmermann, Esq., being duly sworn on oath, state that

I reside at 1190 S. Elmhurst Rd., Mt. Prospect, IL, and that the attached deed is not in violation of the Plat Act, Ch. 765 ILCS 205/1.1(b), as the provision of this Act do not apply and no plat is required due to the following exception (Circle the number applicable to the attached deed):

1. The division or subdivision of the land into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access;
2. The divisions of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easement of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;
9. The sale of a single lot of less than five acres from a larger tract when a survey is made by a registered surveyor; provided, however, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.
10. The conveyance of land does not involve any land division and is described in the same manner as title was taken by grantor(s).

AFFIANT further states that this affidavit is made for the purpose of inducing the RECORDER OF LAKE COUNTY, ILLINOIS to accept the attached deed for recording, and that all local requirements applicable to the subdivision of the land are met by the attached deed and the land described therein.

John J. Zimmermann, Esq.
(Signature)
CORPORATION COUNSEL
City of Highland Park, IL

SUBSCRIBED AND SWORN TO BEFORE ME

this 3rd day of March, 1997.

[Signature]
Notary Public
OFFICIAL SEAL
PAUL P. DIAMBRI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-24-2000

LKPLATAP

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