

## **CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE**

This Confidential Settlement Agreement and Release ("this Agreement") is entered into as of \_\_\_\_\_, 2014, by and among Sears, Roebuck and Co. ("Sears"), a New York corporation, on the one hand, and the Village of South Barrington ("South Barrington") and the Village of Barrington Hills ("Barrington Hills"), on the other hand. South Barrington and Barrington Hills may be referred to from time to time collectively as the "Villages." Each of Sears, South Barrington and Barrington Hills will be referred to herein as a "Party" and sometimes collectively as the "Parties."

### **RECITALS**

WHEREAS, as a result of the settlement of certain litigation in March 1985, the Villages and others caused the recording of a Declaration of Protective Covenants (the "Restrictive Covenants") to limit development and land use for an area comprising approximately 214 acres within the Village of Hoffman Estates (the "Restricted Property");

WHEREAS, a true and correct copy of the Restrictive Covenants filed in 1985 with the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 27509487 containing a legal description of the Restricted Property is attached hereto as Exhibit A;

WHEREAS, the Restrictive Covenants were recorded for the benefit of the Villages;

WHEREAS, Sears holds title to a portion of the Restricted Property;

WHEREAS, the Restrictive Covenants can be modified or released by obtaining consents from the owners holding title to not less than fifty-one percent (51%) of the total square footage of the Restricted Property and from the Villages;

WHEREAS, in 2001, Sears commenced a proceeding against the Villages in the Circuit Court of Cook County, Illinois (the "Court"), Case No. 01 CH 14777 (the "Litigation"), seeking, among other things, a declaration by the Court voiding the Restrictive Covenants;

WHEREAS, currently pending in the Litigation is Sears' Verified Fourth Amended Complaint for Declaratory Judgment and Other Relief, which names the Villages and other alleged necessary parties as defendants;

WHEREAS, the Villages answered the Complaint, asserted affirmative defenses to Sears' claims and filed counterclaims against Sears for money damages. Currently pending in the Litigation is the Villages' First Amended Counter Complaint (the "Counterclaim"), which seeks money damages against Sears for its refusal to consent to a certain proposed real estate transaction in the Restricted Property;

WHEREAS, without any Party admitting liability or wrongdoing or the validity or invalidity of any claim or defense, the Parties desire to resolve all of their disputes, including, without limitation, all the matters in the Litigation, all claims for monies, damages or anything else that the Parties asserted or could assert against each other, and all disputes concerning the Restrictive Covenants and Restricted Property;

WHEREAS, South Barrington and Barrington Hills consent to the termination of the Restrictive Covenants subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises, covenants, representations and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The Recitals above are incorporated by reference as though fully set forth herein.
2. **No Payment.** This Agreement does not contemplate the payment of any amount of money by any Party to any other Party, and no Party shall be required to pay any other Party any amount of money in order for this Agreement to be effective.

3. **Dismissal of the Litigation and Release of Restrictive Covenants.**

(a) The Parties shall enter into the Agreed Order attached hereto as Exhibit E dismissing the Complaint and the Counterclaim with prejudice.

(b) Sears shall obtain the consents of the owners of fifty-one percent or more of the Restricted Property (the "Owners' Consents") in the form of Exhibit D hereto, to a "Release of the 1985 Declaration of Covenants" in the form of Exhibit B hereto (the "Release"). The Villages and Sears shall execute the Release upon the dismissal of the Litigation described in Section 3(a) above. In connection therewith, the Villages shall, concurrently with the execution of this Agreement: (i) execute the "Consent to Release of the 1985 Declaration of Covenants" attached hereto as Exhibit C and made a part hereof (the "Consent to Release") and (ii) deliver an original executed copy of the Consent to Release to their respective Village Attorney to be deposited by them into escrow for recording together with the executed Release on the date described in Section 3(c) herein.

(c) Within ten business days after the Owners' Consents are executed by fifty-one percent (51%) of the current owners of the Restricted Property and the Villages: (i) Sears shall record the Owners' Consents with the Office of the Cook County Recorder of Deeds (the "Recorder"); and (ii) the Villages shall cause the Consent to Release and Release deposited in escrow pursuant to Section 3(b)(ii) to be recorded with the Recorder. After recording the foregoing documents, Sears and the Villages shall provide each other with copies of those documents reflecting their recordation number.

(d) If Sears is unable to obtain the Owners' Consents within sixty days of the entry of the Agreed Order provided for in Section 3(a) hereof, then the Parties shall execute an amendment to this Agreement under which the Villages agree that they waive in perpetuity their

right under the Restrictive Covenants to enforce the Restrictive Covenants in any manner against all or any portion of the Restricted Property.

4. **Mutual General Release.** Each Party, for itself and for any and all of its predecessors, successors, assigns, legal representatives, parent companies, affiliates, subsidiaries, holding companies, and any and all persons or entities claiming under any of them (individually, a "Releasor," and collectively, the "Releasors"), hereby remises, releases forever discharges and covenants not to sue any other Releasor and any and all of its insurers, predecessors, successors, assigns, legal representatives, parent companies, affiliates, subsidiaries, holding companies, members, managers, directors, officers, shareholders, stockholders, attorneys, partners, employees, representatives, agents, or individuals or entities acting, by or through any Releasor, and any and all of their respective predecessors, successors, heirs and assigns (individually, a "Releasee," and collectively, the "Releasees") of, from, on account of or in connection with any and all actions, causes, causes of action, suits, debts, sums of money, accounts, reconcilings, bonds, bills, specialties, covenants, promises, variances, trespasses, damages, judgments, executions, claims, demands, credit memoranda and charges, whatsoever, at law or in equity, whether presently known or unknown, whether matured, unmatured, potential or contingent, and whether in tort, in contract, or otherwise, which any of the Releasors have, may have, or hereafter can, shall or may have against any of the Releasees, for any matter, cause or thing existing now or at any time prior to the execution of this Agreement, including, but not limited to, any such claim or cause of action related to or arising out of the Restrictive Covenants, the Restricted Property or the matters that were or could have been the subject of the Litigation; provided, however, that the provisions of this Paragraph do not extend or apply to, or in any way limit or affect any rights or obligations under this Agreement.



5. **Complete Defense.** If any of the Releasors hereafter sues any Releasee for the purpose of enforcing any claims that are released under this Agreement, this Agreement, when pleaded, shall be and constitute a complete defense and bar thereto, and such Releasee(s) shall be entitled to recover damages from such Releasor(s) (which shall include, but not be limited to, reasonable attorneys' expenses and attorneys' fees) and/or to receive a declaratory judgment and/or an injunction against conduct or litigation that violates or threatens to violate this Agreement.

6. **Headings.** The headings, captions and section numbers appearing in this Agreement are for convenience only, are not a substantive part of this Agreement, and do not in any way limit, amplify, define, construe, or describe the scope or intent of the terms or provisions of this Agreement.

7. **No Reliance.** Each Party represents and warrants that, in entering into this Agreement, it has not relied on any representations by or on behalf of any other Party, other than those representations expressly set forth in writing in this Agreement.

8. **Entire Agreement.** This Agreement and the exhibits attached hereto constitute the full, final and entire agreement and understanding of the Parties with respect to the subject matter hereof, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, representations, warranties, or covenants not contained herein, any and all prior agreements or representations having been merged herein and superseded hereby.

9. **No Oral Amendment.** This Agreement, including this Paragraph and the exhibits attached hereto, may be amended only in a subsequent writing signed by each of the Parties hereto. No waiver of any breach or provision hereof shall be binding unless in writing signed by the waiving Party or Parties. The waiver of any breach or provision hereof shall not be deemed a waiver of any other breach or provision.

10. **Construction.** This Agreement shall be deemed to have been jointly drafted by the Parties and any rule that an agreement shall be construed against the drafter shall not apply to this Agreement. All Parties were represented by counsel of their choice in connection with the drafting of this Agreement.

11. **Successors And Assigns.** This Agreement is binding upon the Parties and their respective successors and assigns.

12. **Attorneys' Fees -- This Agreement And The Litigation.** Sears and the Villages each shall be responsible for their own attorneys' fees and expenses related to the negotiation, drafting and execution of this Agreement and all issues relating to the Parties' disputes to date, including, without limitation, the Litigation.

13. **Attorneys' Fees -- Prevailing Party.** In the event that there is any arbitration or litigation arising out of or relating to this Agreement, the prevailing Party or Parties shall, in addition to any and all other relief, recover its or their attorneys' fees and costs.

14. **Ownership of Claims.** Each Party represents and warrants that it is the sole owner of any and all claims that it has or ever had against any of the other Parties and that it has not sold, assigned, or in any way encumbered any such claims, in whole or in part, to any person or party.

15. **No Admission.** By execution of this Agreement or otherwise, no Party is admitting that it did anything wrong or improper or that it has any legal liability to any other Party (other than liabilities arising under this Agreement), and no inference of wrong or improper conduct or legal liability shall be drawn against any Party by reason of its execution of this Agreement or otherwise.

16. **Intent To Be Bound.** Each Party represents and warrants that it has read and understands this Agreement; that it has consulted with and had advice of legal counsel with

respect thereto; that this Agreement is executed and delivered as its free and voluntary act; and that it intends to be legally bound thereby.

17. **Illinois Law.** This Agreement shall be governed by the law of Illinois without regard to principles of choice of law or conflicts of law.

18. **Notice.** All notices or other communications required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be effective upon transmission and may be transmitted only by e-mail, facsimile, personal delivery, overnight delivery, or certified mail, return receipt requested, as follows:

If to Sears, to:

SEARS HOLDINGS CORPORATION  
Attn: Vice President of Real Estate and General Counsel of  
Real Estate  
3333 Beverly Road  
Hoffman Estates, Illinois 60179

with a copy to:

Eric N. Macey  
NOVACK AND MACEY LLP  
100 North Riverside Plaza  
Chicago, Illinois 60606

If to South Barrington, to:

Village of South Barrington  
30 S. Barrington Road  
South Barrington, Illinois 60010

with a copy to:

Donald J. Storino  
STORINO, RAMELLO & DURKIN  
9501 W. Devon Avenue Ste. 800  
Rosemont, Illinois 60018

If to Barrington Hills, to:

Village of Barrington Hills  
Attn: Village President Martin McLaughlin  
112 Algonquin Road  
Barrington Hills, Illinois 60010

with a copy to:

George J. Lynch  
Aaron H. Stanton  
BURKE, WARREN, MACKAY & SERRITELLA, P.C.  
330 N. Wabash Avenue, Suite 2100  
Chicago, Illinois 60611

Any Party may at any time change the addresses for notices to such Party by providing a notice in the manner set forth above in this paragraph.

19. **Counterparts.** This Agreement may be executed in any number of identical counterparts, any and all of which may contain the signature of less than all the Parties hereto, and all of which may be construed together as a single instrument. A facsimile, pdf or other electronic signature shall be deemed the same as, and the equivalent of, an original signature.

20. **Authority.** Each individual signing this Agreement on behalf of anyone else represents and warrants that he or she has authority to sign this Agreement and bind his or her principal.

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

SEARS, ROEBUCK AND CO.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: September 5, 2014

VILLAGE OF SOUTH BARRINGTON

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Attested: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

VILLAGE OF BARRINGTON HILLS

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Attested: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**1985 DECLARATION OF COVENANTS**

EXHIBIT 4

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OFFICIAL BUSINESS

Village of South Barrington

Donald J. Keger  
Village Attorney

DECLARATION OF PROTECTIVE COVENANTS FOR THE  
POPLAR CREEK MUSIC THEATRE PROPERTY  
HOFFMAN ESTATES, ILLINOIS

THIS DECLARATION is made on March 7, 1985, by LA SALLE NATIONAL BANK, not personally, but as Trustee under Trust Agreements dated July 15, 1978, and November 25, 1980, and known as Trust Numbers 54757 and 103427, respectively, and PIONEER BANK AND TRUST CO., as Trustee under Trust Agreement dated April 24, 1962, and known as Trust Number 13552 (hereinafter collectively referred to as "Trustees"), as owners of record of all of the real property subject to this Declaration.

WITNESSETH:

WHEREAS, the Trustees are the owners of record of all of the real property subject to this Declaration, which real property is located in the Village of Hoffman Estates, Cook County, Illinois; and

WHEREAS, the Trustees desire to subject such real property to the covenants, conditions and restrictions hereinafter set forth, for the benefit of each portion of such property and for the benefit of the Villages of Barrington Hills and the Village of South Barrington (the "Villages" hereinafter).

NOW, THEREFORE, the Trustees declare that the real property described in Article I is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

ARTICLE I

Property Subject to Declaration

Section 1.1 The real property (the "Property") that is and shall be held, transferred, sold, conveyed and occupied, subject to this Declaration, is located in the Village of Hoffman Estates, County of Cook, State of Illinois, and is legally described on Exhibit "A" and made a part hereof.

ARTICLE II

General Purpose of the Declaration

Section 2.1 The Property is hereby subjected to the covenants, conditions and restrictions herein declared, all of which shall be deemed to run with the Property and each and every parcel thereof, to provide for the proper use and appropriate development and improvement of the Property so as to:

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Insure adequate and reasonably consistent development of the Property for the benefit of the Villages of Barrington Hills and South Barrington, both Illinois municipal corporations.

### ARTICLE III

#### Definitions

Section 3.1 For the purpose of this Declaration, the following terms shall have the following meanings:

- (a) "Developer" shall mean Ned-Prop, an Illinois joint venture, and its successors and assigns who are specifically assigned the respective rights and obligations of Developer hereunder.
- (b) "Improvements" shall mean and include buildings, out-buildings, roads, driveways, pedestrian walkways, parking areas, outdoor lighting, fences, screening walls and barriers, retaining walls, stairs, decks, transformers, windbreaks, hedges, lawns, sidewalks, planted trees and shrubs, plantings, poles, signs, loading areas and all other structures or landscaping improvements of every kind and type.
- (c) "Lot" A parcel of land occupied or intended for occupancy by a use permitted by the Zoning Ordinance and being a portion of the Property, under common fee ownership, which has frontage upon a street or accessway.
- (d) "Lot Area" The two dimensional surface area measurement in square feet of a lot, excluding any street, easement for street purposes or right of way.
- (e) "Floor Area Ratio" The numerical value obtained by dividing the Gross Floor Area of a building or buildings by the total area of the lot or parcel of land on which such building or buildings are located.
- (f) "Ground Area Ratio" The numerical value obtained by dividing the ground floor area of a building or buildings by the total area of the lot or parcel of land on which such building or buildings are located.
- (g) "Gross Floor Area" The sum of the gross horizontal areas of the several floors of such building or buildings - measured from the exterior faces of exterior walls or from the center line of party walls separating two (2) buildings. In particular Gross Floor Area shall include:
  - (1) Basement space if at least one-half of the basement story height is above the established curb level or

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where the curb level has not been established,  
above the average level of the finished grade.

- 7 4 8 2 7 5 0 9 4 3 7
- (2) Elevator shafts and stairwells at each floor.
  - (3) Floor space used for mechanical equipment where the structural headroom exceeds seven and one-half (7-1/2) feet, except equipment, open or enclosed located on the roof, i.e., bulkheads, water tanks and cooling towers.
  - (4) Attic floor space where the structural headroom exceeds seven and one-half (7-1/2) feet.
  - (5) Interior balconies and mezzanines.
  - (6) Enclosed porches, but not terraces and breezeways.
  - (7) Accessory uses, but not parking structures on lots larger than five (5) acres.
  - (8) Atriums and open lobbies at each floor.
  - (h) "Private Open Space" That portion of a lot under private ownership which shall not be improved or occupied by buildings or structures including accessory buildings or structures, parking areas or other impervious surfaces but which may include islands, walkways or sidewalks.
  - (i) "Mortgage" shall mean either a mortgage or deed of trust creating a lien against a portion of the Property given to secure an obligation of the owner of such portion of the Property.
  - (j) "Music Theatre" shall mean the existing Poplar Creek Music Theatre and all present and future uses accessory thereto.
  - (k) "Music Theatre Parcel" shall mean that portion of the Property outlined in red on Exhibit "B" attached hereto and made a part hereof.
  - (l) "Owner" shall mean the record owner (or the beneficiaries of a land trust which may be a record owner), whether one or more persons or entities, of a fee simple title to any Lot.
  - (m) "Person" shall mean a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
  - (n) "Village" shall mean the Village of Hoffman Estates located in Cook County, Illinois.

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- (o) "Zoning Ordinance" shall mean the Village of Hoffman Estates' Zoning Ordinance effective September 1, 1982, as amended to the date hereof.
- (p) The terms "lot depth," "lot width," "sign" and any other term not defined herein shall have the same definitions as are set forth in the Zoning Ordinance, effective September 1, 1982, but not as otherwise amended.

#### ARTICLE IV

##### Development Standards

Section 4.1 It is expressly understood and agreed that the permitted uses in and upon the Property presently zoned in the Hoffman Estates 0-3 Office, Research and Cultural Facilities District shall include all of those uses set forth in said District, except as otherwise provided herein, and shall further include, with respect to the Music Theatre Parcel and that portion of the Property legally described as "Parcel 2" on Exhibit "C" attached hereto and made a part hereof which currently is used for off-street on-site parking for the Music Theatre, the Music Theatre and uses accessory to the Music Theatre including off-street on-site parking and ancillary commercial and concession uses and uses accessory thereto and/or all other rights to and uses of the Music Theatre permitted in the Annexation Agreement; provided that unless the Music Theatre use is abandoned and the structure torn down, the only other structures that may be constructed on the Music Theatre Parcel shall be for ancillary commercial and concession uses and uses accessory thereto. It is further agreed that the Music Theatre shall not be expanded so as to increase its capacity for attendance.

Section 4.2 That portion of the Property legally described as "Parcel 1" on Exhibit "C" attached hereto and made a part hereof shall be subject to the following development restrictions:

- (a) Lots of five (5) acres or less shall be limited to the following development restrictions:
  - (i) No less than thirty-five percent (35%) of the area of each lot shall be used for private open space, provided that one-seventh (1/7) of such private open space may be used for surface parking and provided further that such portion of the private open space used for surface parking shall be landscaped;
  - (ii) The ground area ratio of each lot shall not exceed .20;
  - (iii) The floor area ratio of each lot shall not exceed .35; and

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- (iv) The minimum lot width of each lot shall be 250 feet.
- (b) Lots of more than five (5) acres shall be subject to the following development restrictions:
- (i) At least forty percent (40%) of the area of each lot shall be used for private open space, provided that one-eighth (1/8) of such private open space may be used for surface parking and provided further that such portion of the private open space used for surface parking shall be landscaped;
  - (ii) The floor area ratio of each lot shall not exceed .5; and
  - (iii) The minimum lot width of each lot shall be 300 feet.
- (c) The gross floor area of all buildings on all lots shall not exceed one million three hundred thousand (1,300,000) square feet.

Section 4.3 That portion of the Property legally described as "Parcel 2" on Exhibit "C" attached hereto shall be subject to the following development restrictions:

- (a) The portion of Parcel 2 described as Parcel 2-A on Exhibit B attached hereto, which has a lot depth of four hundred feet (400'), may be developed and Improvements may be constructed thereon, provided that (i) the floor area ratio shall not exceed .15, and (ii) the total square footage of Parcel 2-A shall be included for purposes of computing the floor area ratio for the development and construction of Improvements on the balance of parcel 2.
- (b) The balance of Parcel 2 may be developed and Improvements may be constructed thereon, provided that the average floor area ratio shall not exceed .45, including, for purposes of such computation, Parcel 2-A.
- (c) Subject to the floor area ratio limitations recited in this Section 4.3, one (1) hotel may be constructed anywhere on Parcel 2, other than on the Music Theatre Parcel (unless the Music Theatre use is abandoned and the Theatre torn down), as a special use, the term "special use" being defined now and hereafter as the term "Use, special" is defined in the Zoning Ordinance, pursuant to the applicable application, notice and public hearing requirements of the Zoning Ordinance. The uses within the hotel may include, but shall not be limited to, recreation facilities, restaurants, lounges, gift shops,

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banquet facilities and other uses appropriate to the hotel function. The hotel shall be developed in conformity with the General Plan Standards as set forth in Paragraph K of Section 9-5-9, "R-9 Planned Development District" of the Zoning Ordinance, a copy of which is attached hereto as Exhibit F and made a part hereof, said provision of the Zoning Ordinance hereafter referred to as the "General Plan Standards". If the Music Theatre Parcel is redeveloped consistent with the terms and conditions of this Declaration and that certain Settlement Agreement dated March 7, 1985, by and among the Villages, the Trustees and others, for other uses, and if such hotel is so developed on the Music Theatre Parcel, the hotel may exceed the forty-five (45) foot height limitation that might otherwise apply pursuant to the Zoning Ordinance, but in no event shall the hotel exceed one hundred (100) feet in height. In no event shall a hotel, if developed, be located on a lot or parcel containing less than fifteen (15) gross acres in size. Owner or Developer shall give the Villages notice of any hearing on a proposed hotel development at least fourteen (14) days before said hearing; such notices shall be deemed delivered five (5) days after deposit in the U.S. Mail, postage prepaid, and addressed to the Villages' municipal buildings.

- (d) The foregoing restrictions as set forth in Subsections (a), (b) and (c) hereof shall not apply to the Music Theatre and uses accessory to the Music Theatre including off-street on-site parking and ancillary commercial and concession uses and uses accessory thereto and/or all of the rights to and uses of the Music Theatre permitted in the Annexation Agreement.

Section 4.4 Owners shall give the Villages notice of any hearing for any "special use" proposed for Parcel 1 or Parcel 2 at least fourteen (14) days before said hearing; such notices shall be deemed delivered five (5) days after depositing the U.S. Mail, postage prepaid, and addressed to the Villages' municipal buildings.

Section 4.5

- (a) Subject to the provisions of Subsection 4.5 (c), if the Property described as Parcel 2 on Exhibit "C", other than the Music Theatre Parcel described on Exhibit "B" while it is used for the Music Theatre and the existing parking lots while used for the Music Theatre, is developed and used for purposes other than the Music Theatre and all uses accessory thereto such as off-street on-site parking and ancillary commercial and concession uses and uses accessory thereto, then a landscape buffer along only the Route 72 frontage of the Property described as Parcel 2 on Exhibit "C" shall be created in

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accordance with the design attached hereto as Exhibit "D" and made a part hereof. Each Owner may install such additional landscaping on its Lot as it deems appropriate or as otherwise may be required by the Village of Hoffman Estates.

- (b) When the Property described as Parcel 1 on Exhibit "C" is developed, then the landscape buffer in front of only that property on the Route 72 frontage shall be created in accordance with the design attached hereto as Exhibit "D" and made a part hereof, and each Owner may install such additional landscaping on its Lot as it deems appropriate or as otherwise may be required by the Village of Hoffman Estates.
- (c) Notwithstanding anything in Section 4.5(a) to the contrary, the requirement to landscape the Route 72 frontage shall not apply to that portion of the Property heretofore dedicated to the Village of Hoffman Estates.

Section 4.6 No sign, except advertising and/or directional signs in whole or in part for the Poplar Creek Music Theatre, may be erected on the Property unless application therefor is made to the Village Zoning Board of Appeals and said Zoning Board of Appeals conducts a hearing thereon after notice of said hearing is delivered at least three (3) days before said hearing to the Village Halls of the Villages. Such notices shall be deemed delivered five (5) days after deposit in the U.S. Mail, postage prepaid and addressed to said Villages' municipal buildings.

Section 4.7 Other than lighting for the Music Theatre and/or for advertising for the Music Theatre and/or directional signs for the Music Theatre, all lighting for the Property installed after the date hereof shall be constructed and maintained in accordance with the requirements set forth on Exhibit E attached hereto and made a part hereof.

Section 4.8 There presently exist three (3) ingress/egress points from the Property onto State Route 72; two (2) of said points on Parcel 2 and one (1) on Parcel 1. A maximum of one (1) additional ingress/egress point onto Route 72 may be constructed on Parcel 2 and a maximum of one (1) additional ingress/egress point onto Route 72 may be constructed on Parcel 1.

Section 4.9 The development of the Property shall be in conformance with and without modification of the present sanitary sewer Facilities Planning Area boundaries; provided that, if said Facilities Planning Area boundaries are modified by an authorized governmental agency having jurisdiction thereof, and after such order is final and no longer appealable, so as to permit development on contiguous property west of the present boundaries and sewer extensions thereto are installed, any Owner of any part of the Property shall be permitted to use the sewer extensions to service the Property. Nothing in this Section shall be construed

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as a waiver of the rights of the Villages to object to any proposal to change the Facilities Planning Area Boundaries.

Section 4.10. (a) There can be improvements, alterations and/or modifications to the Music Theatre Parcel and that portion of the Property legally described as Parcel 2 on Exhibit C attached hereto and made a part hereof which currently is used for off-street on-site parking for the Music Theater, but such improvements, alterations and/or modifications must be for the Music Theatre and uses accessory to the Music Theatre including off-street on-site parking and ancillary commercial and concession uses and uses ancillary thereto. It is further agreed that the Music Theatre shall not be expanded so as to increase its capacity for attendance.

(b) Except as provided above, no other additional improvements shall be constructed, enlarged, altered or maintained on a Lot except in compliance with this Declaration, covenants and restrictions of record, the provisions of the 0-3 Office, Research and Cultural Facilities Zoning District of the Zoning Ordinance (Ordinance No. 1984-1550), in force as of the date hereof, which provisions are set forth in Exhibit "F" attached hereto and made a part hereof, and with all current governmental laws, ordinances and rules and regulations of the Village. Notwithstanding the foregoing, only the Poplar Creek Music Theatre shall be permitted as an "auditorium" or "theatre" under said Zoning Ordinance.

## ARTICLE V

### General

Section 5.1 The covenants, conditions and restrictions created by this Declaration shall attach to and run with the Property and shall be binding on every person who may hereafter come into ownership, occupancy or possession of any portion of the Property. By the recording or acceptance of the conveyance of the Lot or any interest or right therein (including fee or leasehold), the person to whom such interest is conveyed shall be deemed to accept and agree to be bound by the provisions of this Declaration, whether or not any reference to this Declaration is contained in the instrument by which such person acquired such interest or right. The rights, liabilities and obligations set forth herein shall attach to and run with the ownership of the Lot and may not be severed or alienated from such ownership.

Section 5.2 This Declaration, any provision hereof or any covenant, condition or restriction contained herein may be modified or amended as to the whole of the Property or any portion thereof by the mutual consent of the Owners holding title to not less than fifty-one percent (51%) of the total square footage of the Property, the Village of South Barrington, the Village of Barrington Hills and the Developer, provided that the Developer's consent shall be required for so long as the Developer retains an

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interest (beneficial or otherwise) in any portion of the Property. No such modification or amendment shall be effective until a proper instrument in writing has been executed by the foregoing parties and recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

Section 5.3 The result of every action or omission whereby any covenant, condition or restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy either public or private (including, but not limited to, injunctive relief), available at law or in equity against an Owner or occupant of any Lot shall be applicable against such nuisance and may be enforced by the Developer, any Owner, the Village of South Barrington or by the Village of Barrington Hills. The failure of such parties to enforce any provision herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other provision.

Section 5.4 If any of the privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, or some analogous statutory provision, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Ronald Reagan, the President of the United States, on the date hereof, and James Thompson, the Governor of Illinois, on the date hereof.

Section 5.5 All covenants, liens and other provisions set forth herein shall be subject to all Mortgagees now or hereafter executed, encumbering any of the Property, and none of said covenants, liens or other provisions shall supersede or in any way reduce the security or affect the validity of any such Mortgage. However, if any portion of the Property is acquired by deed in lieu of foreclosure, or under the provisions of any deed of trust in the nature of a mortgage, or sold under foreclosure of any mortgage, or under any judicial sale, any grantee under such deed or purchaser at such sale, his or its grantees, heirs, personal representatives, successors or assigns shall hold any such portion of the Property subject to all the covenants, liens and other provisions of this Declaration.

Section 5.6 This Declaration is designed to complement all governmental laws, ordinances, rules and regulations. Where any conflict exists between any provision of this Declaration and any provision of governmental laws, ordinances or rules and regulations, the most rigid or restrictive requirements for use and development of the Property shall control.

Section 5.7 The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for development.

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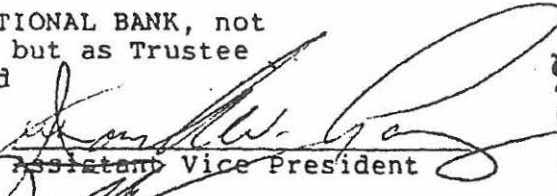
Section 5.8 If any provision of this Declaration is held to be invalid by any Court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

Section 5.9 In the event title to a Lot is held by a land trust under which all powers of management, operation and control remain vested in the trust beneficiary or beneficiaries, then the trust estate under said trust and the beneficiaries thereunder from time to time shall be liable for payment of any obligations created under this Declaration against such Lot. No claim shall be made against any such title holder trustee personally for any claim or obligation created hereunder and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfers of beneficial interest or in the title to such real estate.

Section 5.10 This Declaration is executed by the undersigned Trustees, not personally, but as Trustees as set forth above. Anything herein contained to the contrary notwithstanding, each and all of the covenants, undertakings, representations and agreements herein made are made and intended not as personal covenants, undertakings, representations and agreements of the Trustees, individually, or for the purpose of binding them personally, but solely as such Trustees under said Agreements. Any such personal liability is expressly waived and released by all persons claiming by, through or under said Trustees.

IN WITNESS WHEREOF, the Trustees have caused this Declaration to be executed as of the day and year first above written.

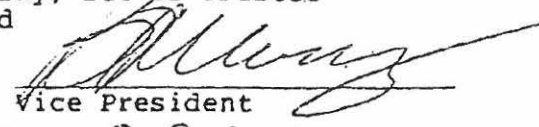
LA SALLE NATIONAL BANK, not personally, but as Trustee as aforesaid

ATTEST: By: 

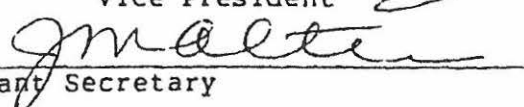
Assistant Vice President

Assistant Secretary

PIONEER BANK AND TRUST COMPANY, not personally, but as Trustee as aforesaid

ATTEST: By: 

Vice President

  
Assistant Secretary

27509487

STATE OF ILLINOIS )

COUNTY OF COOK )

SS.

7 4 8 2 7 5 0 9 4 8 7

I, Vicki Howe, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named ~~Assistant~~ Vice President and Assistant Secretary of LA SALLE NATIONAL BANK, a national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~Assistant~~ Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said national banking association for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said national banking association, caused the corporate seal of said national banking association to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said national banking association for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3rd day of April, 1985.

Vicki Howe  
Notary Public

My commission expires: 5/1/85

27509487

STATE OF ILLINOIS )

COUNTY OF COOK )

SS.

7 4 3 2 7 5 0 9 4 3 7

I, Rosemary Collins, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Vice President and Assistant Secretary of PIONEER BANK AND TRUST COMPANY, a National banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said national banking association, caused the corporate seal of said national banking association to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said national banking association for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3rd day of April, 1985.

Rosemary Collins  
Notary Public

My commission expires: Jan 2, 1989

27509487

7 4 8 2 7 5 0 9 4 8 7

THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, EXCEPT THEREFROM ALL THAT PART LYING WESTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY (100 FOOT RECORD RIGHT-OF-WAY WIDTH). ALSO EXCEPT THEREFROM ALL THAT PART LYING NORTHERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROUTE 72. (240 FOOT RECORD RIGHT-OF-WAY WIDTH), KNOWN AS MCGINNIS ROAD.

ALSO

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THEREFROM ALL THAT PART LYING NORTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROUTE 72. (RECORD 240 FEET WIDE), KNOWN AS MCGINNIS ROAD.

ALSO

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, EXCEPT THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND: BEGINNING AT A POINT ON THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 33; THENCE SOUTH 89° 57' 40" EAST (RECORD EAST) FOR A DISTANCE OF 49.52 FEET (RECORD 3 RODS - 49.5 FEET); THENCE SOUTH 01° 01' 09" EAST (RECORD SOUTH) FOR A DISTANCE OF 229.10 FEET (RECORD 17 RODS - 229.5 FEET); THENCE SOUTH 02° 21' 40" WEST FOR A DISTANCE OF 1035.29 FEET (RECORD 5 RODS - 1039.5 FEET) TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33; THENCE SOUTH 89° 46' 31" WEST (RECORD WEST) ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33 FOR A DISTANCE OF 23.05 FEET (RECORD 12 RODS - 24.75 FEET) TO THE WEST LINE OF SAID SECTION 33; THENCE NORTH 00° 55' 25" EAST (RECORD NORTH) ALONG SAID WEST LINE OF SECTION 33 FOR A DISTANCE OF 1315.76 FEET TO SAID POINT OF BEGINNING.

EXHIBIT "A" (page 1 of 2 pages)

27509487

EXHIBIT "A"  
THE PROPERTY

7 4 3 2 7 5 0 9 4 8 7

ALSO

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS LYING EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY. ALSO THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS EXCEPT THAT PART LYING INSIDE THE NORTHERLY TOLLWAY ( INTERSTATE - 90 ) RIGHT OF WAY.

ALSO ALL THAT PART OF STATE ROUTE 72, (HIGGINS ROAD) AND SUTTON ROAD ADJOINING THE PROPERTY DESCRIBED HEREIN NOT CURRENTLY WITHIN ANY MUNICIPALITY.

Also, the Northeast quarter of Section 32, Township 42 North, Range 9 East of the Third Principal Meridian in Cook County, Illinois, except therefrom all that part lying easterly of the easterly right-of-way line of the Elgin, Joliet & Eastern Railway Company, also except therefrom all that part lying northerly of the southwest right-of-way line of State Route 72 (Higgins Road) (record 240 foot right-of-way with) also all that part of said State Route 72 adjoining the property described hereon not currently within any municipality.

EXHIBIT "A" (page 2 of 2 pages)

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Poplar Creek Music  
Theatre Parcel

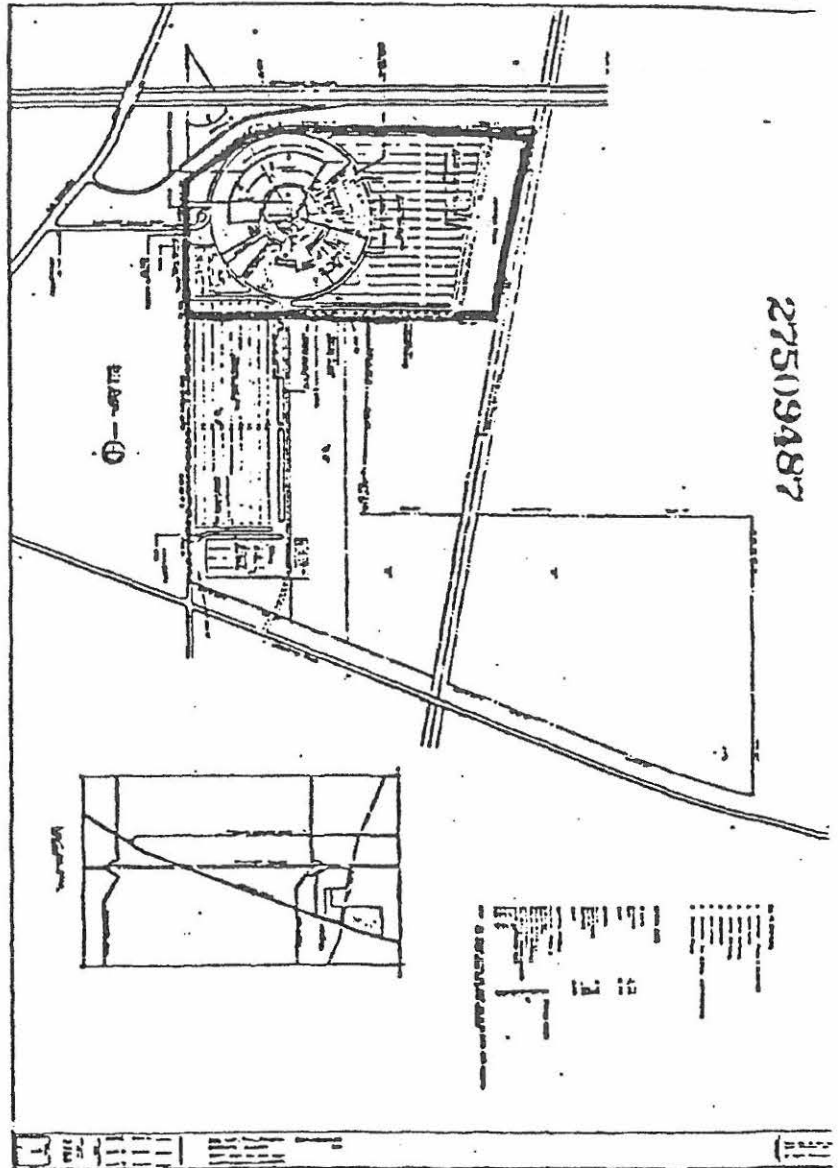


EXHIBIT "B"  
THE MUSIC THEATRE PARCEL



MAP OF ANNEXATION TO THE  
VILLAGE OF HOFFMAN ESTATES

but enjoyed working at GEICO. He, however, is leaving GEICO, but is not doing repeatable work, and is in a different, transient, vacant position and now must begin searching for the next repeat or the best of the lot. Others are anxious to leave now and, like him, have no repeatable work. One has been laid off, and must look for the next repeatable work, and must leave GEICO, and the management is going to pay him for one week. They are going to pay him for a week after GEICO and after GEICO is closed, then he can find some work. GEICO is changing and changing GEICO's business.

[illegible]

**• Abstract**

(para 6) - discuss how  
highly educating can  
improve a boy or woman's  
way of life. But his is not  
the only reason. One can  
also be a good person  
without being educated.  
For example, a boy or girl  
can be a good person  
without being educated.  
So we see that education  
is not the only reason  
for a person's success.

**• Conclusion**

Education is a good thing  
but it is not the only reason  
for a person's success.

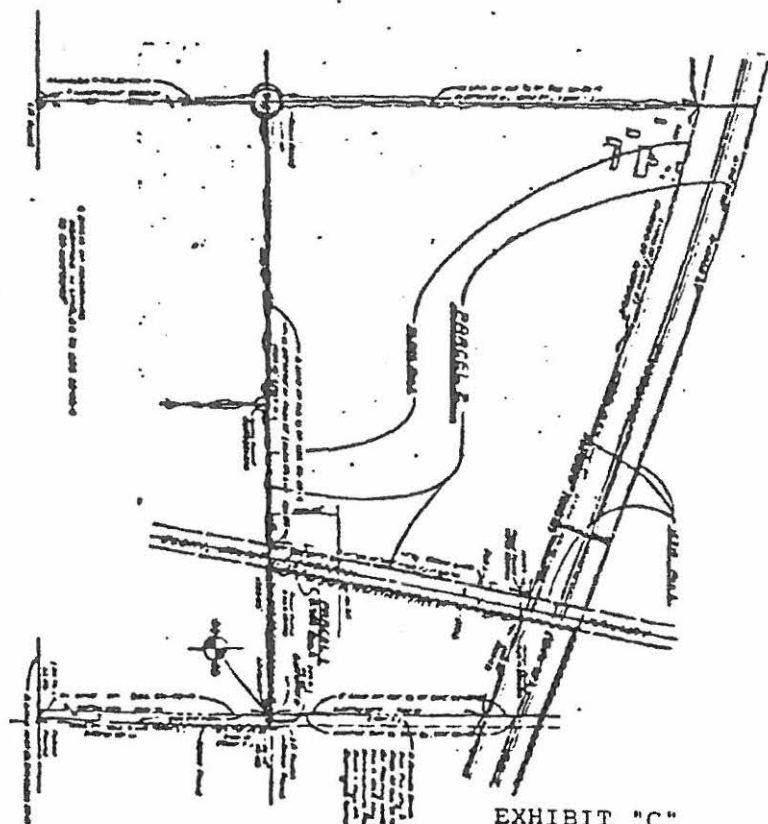
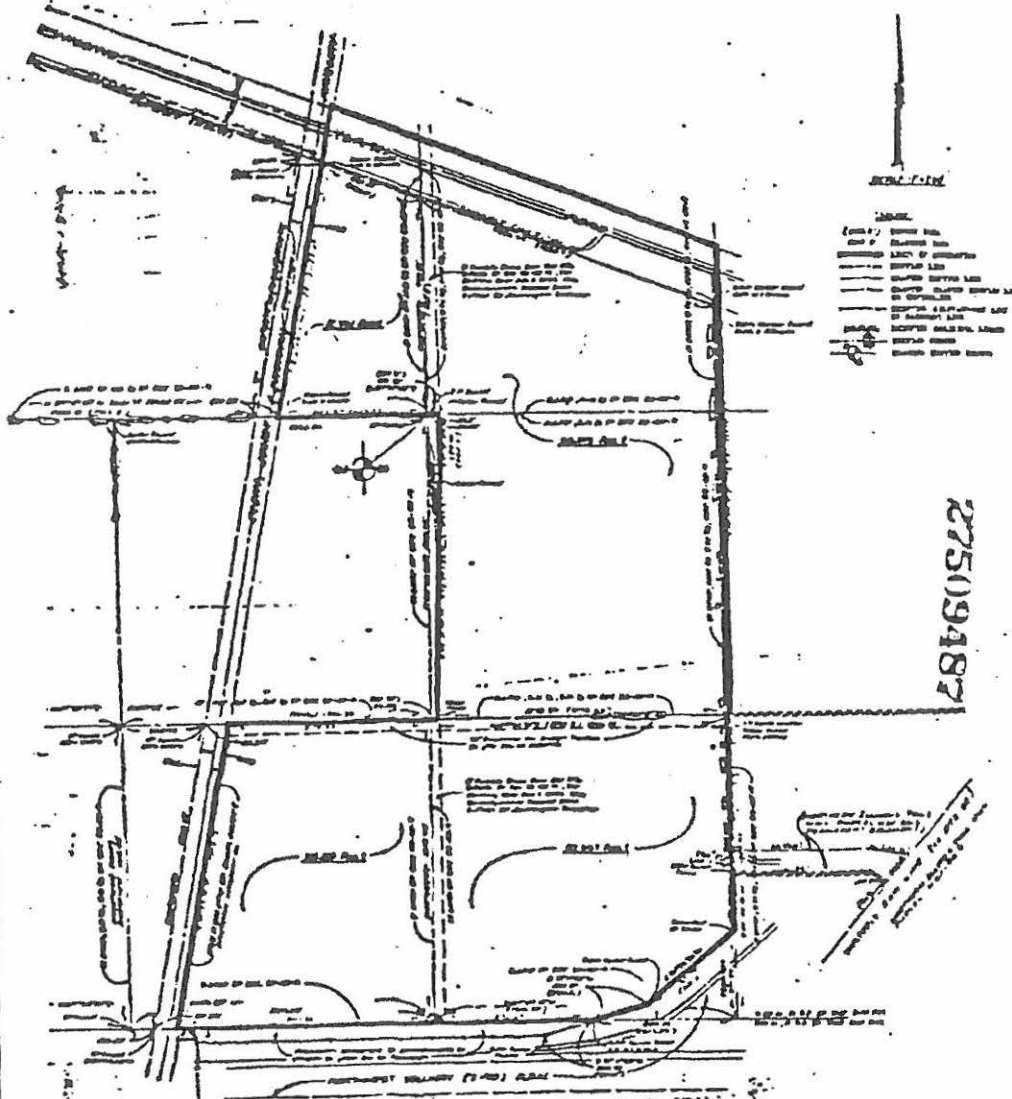


EXHIBIT "C"  
PARCEL 1  
LEGAL DESCRIPTION

74327509437

MAP OF ANNEXATION  
TO THE VILLAGE OF HOFFMAN ESTATES



27509487

THE VILLAGE OF HOFFMAN ESTATES, ILLINOIS, HAS A  
PART OF THE LAND SHOWN ON THIS MAP, WHICH IS  
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NOW BEING ANNEXED TO THE VILLAGE OF HOFFMAN  
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EXHIBIT "C"  
PARCEL 2

EXHIBIT D

The Landscape Buffer Plan <sup>74827508487</sup> consists of two sheets prepared by The Balsamo/Olson Group dated July 27, 1984, revised August 17, 1984, initialled by the parties to this Settlement Agreement and a counterpart original, initialled, copy thereof has been delivered to each party.

27509487

EXHIBIT "D"  
LANDSCAPE BUFFER

7 4 3 2 7 5 0 9 4 3 7

1. Definitions:

- a. Candlepower: The amount of light that will illuminate a surface one (1) foot distant from a light source to an intensity of one (1) footcandle. Maximum (peak) candlepower is the largest amount of candlepower emitted by a light source.
- b. Cutoff: The point at which all light rays emitted by a light source are completely eliminated (cutoff) at a specific angle above the ground.
- c. Cutoff angle: The angle formed by a line drawn from the direction of light rays at the light source and a line perpendicular to the ground from the light source, above which no light is emitted.
- d. Cutoff-type light source: A light source with elements such as shields, reflectors, or refractor panels which direct and cut off the light at a cutoff angle that is less than ninety (90) degrees.

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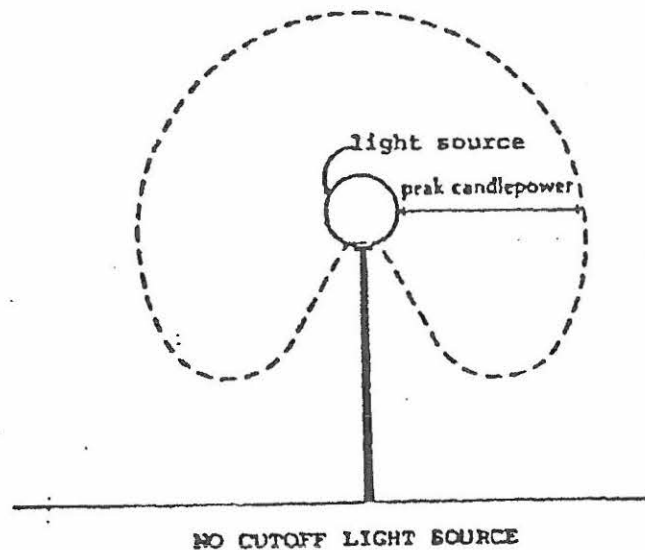
- e. Footcandle: A unit of illumination produced on a surface, all points of which are one (1) foot from a uniform point source of one (1) candle.
- f. Glare: The brightness of a light source which causes eye discomfort.
- g. Light source: A complete lighting unit consisting of a lamp and all necessary mechanical, electrical, and decorative parts.
- h. Maximum permitted illumination: The maximum illumination measured in footcandles at the interior bufferyard line at ground level.

2. Standards:

The following standards are required of all exterior lighting installed on sites immediately adjacent to any R District provided, however, that such standards are not intended to apply to public street lighting:

- a. The maximum height light post permitted is dependent on the amount of cutoff provided in order to protect against excessive glare and light intruding onto adjacent residential properties.
- b. When light source has no cutoff:
  - i. Maximum permitted illumination equals 0.25 footcandles.
  - ii. Maximum permitted height of post equals ten (10) feet.

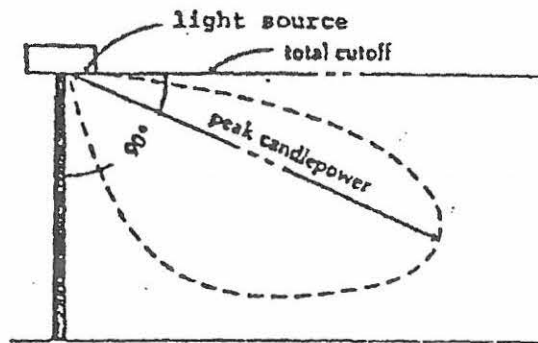
An illustration of this type of light source is provided below.



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- c. When a light source has total cutoff of an angle greater than or equal to ninety (90) degrees:
- i. Maximum permitted illumination equals 0.50 footcandles.
  - ii. Maximum permitted height of post equals fifteen (15) feet.

An illustration of this type of light source is provided below.

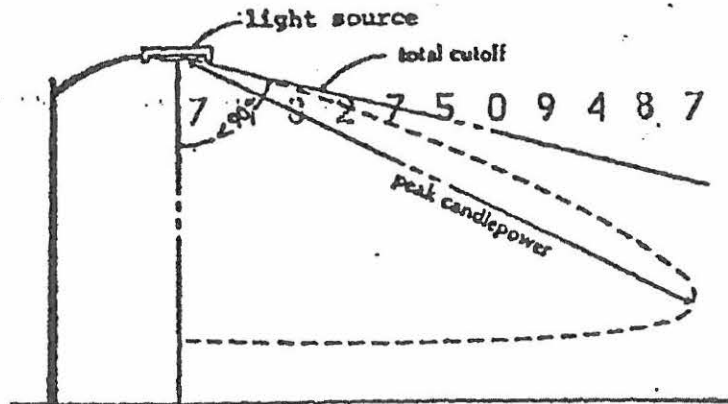


90 CUTOFF LIGHT SOURCE

27509487

- d. When a light source has a total cutoff of light at an angle less than ninety (90) degrees and is located so that the light source is completely shielded from the direct view of an observer five (5) feet above the ground at the point where the cutoff angle intersects the ground:
- i. Maximum permitted illumination equals one (1) footcandle.
  - ii. Maximum permitted height of post equals twenty (20) feet or less.

An illustration of this type of light source is provided below.



LIGHT SOURCE WITH LESS THAN 90 CUTOFF

- e. Notwithstanding any other provision of this section to the contrary:
  - i. No flickering or flashing lights shall be permitted.
  - ii. Light sources shall not be located within the required side or rear yards or in a portion of front yard which includes part of the side yard as extended adjacent to any R District.
- f. Lighting levels shall be measured in footcandles with a direct-reading, portable light meter. The meter sensor shall be mounted not more than six (6) inches above the ground-line in a horizontal position. Readings shall be taken only after the cell has been exposed long enough to provide a constant reading. Measurements shall be made after dark with the light sources in question on, then with the same sources off. The difference between the two readings shall be compared to the maximum permitted illumination. This procedure eliminates the effects of moonlight and other ambient light.

27509487



AN ORDINANCE CREATING SECTION 9-7-3  
OF THE MUNICIPAL CODE OF THE  
VILLAGE OF HOFFMAN ESTATES TO PROVIDE FOR AN O-3 DISTRICT

WHEREAS, the Zoning Board of Appeals has heretofore held a public hearing, pursuant to published notice in the manner provided by law, to consider the amendment of the Zoning Code of the Village of Hoffman Estates so as to provide for an additional O-District; and

WHEREAS, said Board has theretofore filed its written findings and recommendations concerning such hearings, which findings and recommendations have been reviewed by the President and Board of Trustees of the Village.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Hoffman Estates, a Municipal Corporation of the Counties of Cook and Kane, State of Illinois, as follows:

Section 1: That the Section 9-7-3 of the Hoffman Estates Municipal Code be and is hereby created to read as follows:

Section 9-7-3. O-3 OFFICE, RESEARCH AND CULTURAL FACILITIES DISTRICT

A. Legislative Intent - The purpose of the O-3 Office, Research and Cultural Facilities District is to provide areas within which the development of office buildings, research and development facilities and entertainment facilities are encouraged. The district sets aside large, accessible parcels of land where architecturally coordinated office and research buildings can be constructed in a park-like atmosphere and where high quality entertainment and cultural facilities may be similarly located. Activities within the O-3 District shall be limited to assure that the high quality of the environment shall be maintained within the district and any surrounding residential districts which may abut. Production of products primarily for sale or for use in production operations elsewhere shall be permitted only as provided herein. This district has been approved by the Village Board consistent with a request by a developer in litigation, and it is the intent of the Village Board not to expand the district or to permit the district's application to other areas of the Village.

B. Permitted Uses -

1. The following uses of land or buildings, as hereinafter listed, shall be permitted in the O-3 Office, Research and Cultural Facilities District under the conditions specified. No building or lot shall be devoted to any use other than a use permitted hereunder, with the exception of the following:

- a. Uses lawfully established on the effective date of this Code; and
- b. Special uses allowed in accordance with the provisions of Section 9-7-3-C.

2. The following uses are permitted in the O-3 Office, Research and Cultural Facilities District:

- a. All of the permitted uses in the O-1 Office District.
- b. All of the permitted uses in the O-2 Office and Research District.
- c. Laboratories, offices and other facilities for research and development, including the production of prototype products when limited to the scale reasonably necessary, based on standards of trade associated with the particular type of development, for full investigation of the merits of a product, including commercial viability. No product shall be produced on the premises primarily for the sale either directly or indirectly, except such products which, by their character, require production within a research and development environment or which may be prototype products.

- d. Medical research facilities.
- e. Personnel training centers including dormitory facilities.
- f. Auditoriums and theaters (not including automobile drive-in movie theaters) — outdoor or indoor; provided that prior to construction of any auditorium or theater development or portion thereof, the site plan for same showing the locations of streets, building setbacks and parking, and with evidence thereon that the auditorium or theater development, as the case may be, shall be consistent with the public health, safety and welfare must first be submitted to and approved by the Village Board.
- g. Accessory uses, including but not limited to the following:

- (1) Antennas and communication towers.
- (2) Architectural or landscaping embellishments, such as fountains, bridges, and patios.
- (3) Auxiliary retail or other incidental uses as appropriate and customarily associated with a principal use. These uses shall be incidental to and provide service for the principal use or for the convenience of employees only. These uses shall be wholly within the building and there shall be no exterior display of the auxiliary function.
- (4) Operations required to maintain or support any use permitted in paragraphs a. through f. above, on the same tract as the permitted use provided the structures or structural features are consistent and compatible with the permitted use such as maintenance shops, power plants, storage buildings, etc.
- (5) Public utility installations and public service uses to include requirements for the furnishing of electricity, gas, oil, telephone and television services.
- (6) Storage of building materials (during course of construction only).
- (7) Temporary buildings for construction purposes only in accordance with the provisions of Section 9-3-10.

C. Special Use - Special uses are hereinafter enumerated, may be allowed in the O-3 Office, Research and Cultural Facilities District, subject to the issuance of a special use permit in accordance with the provisions of Section 9-1-18. The following special uses may be allowed in the O-3 Office, Research and Cultural Facilities District:

- 1. Buildings in excess of forty-five (45) feet in height, provided however, the total height does not exceed one hundred (100) feet.
- 2. Hospitals.
- 3. Municipal buildings and uses.
- 4. Nursery schools and day care centers.
- 5. Hotels or motels on sites of not less than fifteen (15) acres, including open spaces.
- 6. Pilot plants and processes in which products and processes planned for use in production elsewhere can be tested to the extent reasonably necessary for full investigation of the merits of a product or process including commercial viability. No product shall be produced on the premises in a pilot plant that is primarily for sale either directly or indirectly except with respect to such products which, by their character, require production within a research and development environment.
- 7. Public utility and public service uses.

D. Area Regulations -

- 1. Minimum Development Area - Except as may otherwise be provided in this Section 9-7-3, in order for a parcel to be classified as an O-3 Office, Research and Cultural Facilities District, the parcel shall contain an area of five (5) acres or more under single ownership and/or control.
- 2. Lot Area - The minimum lot area shall be three (3) acres for every lot upon which any building is to be erected.
- 3. Lot Width - The minimum lot width shall be two hundred (200) feet measured at the building line.
- 4. Front Yard - The minimum front yard setback shall be one hundred (100) feet and no parking shall be permitted in the front yard except that up to ten (10) parking spaces shall be permitted for the purpose of short-term or guest parking.

27509487

5. Side Yard - The minimum side yard setback shall be seventy-five (75) feet on each side of the building, provided, the minimum yard requirement of any yard adjacent to a street shall be one hundred (100) feet. Where the side yard of a zoning lot within the O-3 District adjoins the side or rear yard of a zoning lot in a residential district without an intervening street such side yard shall be a width of not less than one hundred (100) feet. The yard area within twenty-five (25) feet of the property line shall be landscaped and shall not be used for parking.
6. Rear Yard - The minimum rear yard setback shall be seventy-five (75) feet. Where the rear yard of a zoning lot in the O-3 District adjoins the rear or side yard of a zoning lot in a residential district without an intervening street, such rear yard shall be a width of not less than one hundred (100) feet. The yard area within twenty-five (25) feet of the property line shall be landscaped and shall not be used for parking.
7. Floor Area Ratio - The floor area ratio shall not exceed 0.5.
- E. Outside Storage Regulations - Outside storage of any materials, supplies or products shall not be permitted.
- F. Height Regulations - No portion of any building or structure located in an O-3 Office, Research and Cultural Facilities District shall exceed forty-five (45) feet in height except as provided in Section 9-7-3-C-1. The maximum height for antennas and communication towers shall be in accordance with Section 9-3-9.
- G. Off-Street Parking Regulations - Adequate provision shall be made in all cases for off-street parking and off-street loading in accordance with the provisions of Section 9-3-2.
- H. General Requirements and Performance Standards - This district is subject to the exclusions, conditions, stipulations and requirements set forth in Section 9-9-3. For additional requirements and regulations pertaining to the O-3 District see Article 9-3.

Section 2: That the Village Clerk be and is hereby directed to publish this Ordinance in pamphlet form.

Section 3: That this Ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 1984

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 1984

VOTE:	AYE	NAY
Trustee Lind	_____	_____
Trustee Palmer	_____	_____
Trustee Weaver	_____	_____
Trustee McLeod	_____	_____
Trustee Gloyd	_____	_____
Trustee Gulbranson	_____	_____

APPROVED:

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

Published in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_, 1984.

27519487

**EXHIBIT B**

**RELEASE OF THE 1985 DECLARATION OF COVENANTS**

This document prepared by  
and after recording return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*This space reserved for Recorder's use only.*

### RELEASE OF THE 1985 DECLARATION OF COVENANTS

THIS RELEASE OF THE 1985 DECLARATION OF COVENANTS (this "Release") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2014.

### RECITALS

A. That certain Settlement Agreement dated March 7, 1985, and recorded with the Cook County Recorder of Deeds as Document No. 27509488 (the "Settlement Agreement") required, among other things, that the Declaration of Protective Covenants for the Poplar Creek Music Theatre Property Hoffman Estates, Illinois dated March 7, 1985 (the "Declaration"), be recorded to impose certain covenants, conditions and restrictions upon the property legally described in Exhibit "A" attached hereto and made a part hereof (the "Restricted Property");

B. The Declaration was recorded with the Cook County Recorder of Deeds as Document No. 27509487.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties consenting hereto,

1. The Declaration is terminated in its entirety.
2. This Release may be executed in multiple copies, each of which shall be deemed an original, but all of which shall constitute one Release after each party has signed such a counterpart. This Release shall be promptly recorded against the Restricted Property.

[consents follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Release as of the date first written above.

SEARS, ROEBUCK AND CO.

By: 

Printed Name: James B Terrell II

Its: 

Date: September 5, 2014

VILLAGE OF SOUTH BARRINGTON

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Attested: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

VILLAGE OF BARRINGTON HILLS

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Attested: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_



EXHIBIT A

LEGAL DESCRIPTION OF RESTRICTED PROPERTY

THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, EXCEPT THEREFROM ALL THAT PART LYING WESTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY (100 FEET RECORD RIGHT-OF-WAY WIDTH), ALSO EXCEPT THEREFROM ALL THAT PART LYING NORTHERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROUTE 72 (240 FEET RECORD RIGHT-OF-WAY WIDTH), KNOWN AS HIGGINS ROAD.

ALSO

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THEREFROM ALL THAT PART LYING NORTHERLY OF SOUTHERN RIGHT OF WAY LINE OF STATE ROUTE 72, (RECORD 240 FEET WITH) KNOWN AS HIGGINS ROAD.

ALSO

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, EXCEPT THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND: BEGINNING AT A POINT ON THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 33; THENCE SOUTH 89 DEGREES 57 MINUTES 40 SECONDS EAST (RECORD EAST) FOR A DISTANCE OF 49.52 FEET (RECORD 3 RODS = 49.5 FEET); THENCE SOUTH 01 DEGREES 01 MINUTES 09 SECONDS EAST (RECORD SOUTH) FOR A DISTANCE OF 280.10 FEET (RECORD 17 RODS = 280.5 FEET); THENCE SOUTH 02 DEGREES 21 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 1036.29 FEET (RECORD 63 RODS = 1039.5 FEET) TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33; THENCE SOUTH 89 DEGREES 46 MINUTES 31 SECONDS WEST (RECORD WEST) ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33 FOR A DISTANCE OF 23.05 FEET (RECORD 1 <sup>1</sup>/<sub>2</sub> RODS = 24.75 FEET) TO THE WEST LINE OF SAID SECTION 33; THENCE NORTH 00 DEGREES 53 MINUTES 23 SECONDS EAST (RECORD NORTH) ALONG SAID WEST LINE OF SECTION 33 FOR A DISTANCE OF 1315.76 FEET TO SAID POINT OF BEGINNING.

ALSO

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER

**OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS LYING EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY. ALSO THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS EXCEPT THAT PART LYING INSIDE THE NORTHWEST TOLLWAY (INTERSTATE - 90) RIGHT OF WAY.**

**ALSO ALL THAT PART OF STATE ROUTE 72 (HIGGINS ROAD) AND SUTTON ROAD ADJOINING THE PROPERTY DESCRIBED HEREIN NOT CURRENTLY WITHIN ANY MUNICIPALITY.**

**ALSO THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, EXCEPT THEREFROM ALL THAT PART LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF ELGIN, JOLIET & EASTERN RAILWAY COMPANY, ALSO EXCEPT THEREFROM ALL THAT PART LYING NORTHERLY OF THE SOUTHWEST RIGHT-OF-WAY LINE OF STATE ROUTE 72 (HIGGINS ROAD) (RECORD 240 FOOT RIGHT-OF-WAY WITH) ALSO ALL THAT PART OF SAID STATE ROAD 72 ADJOINING THE PROPERTY DESCRIBED HEREON NOT CURRENTLY WITHIN ANY MUNICIPALITY.**

**PIN Numbers:** 01-32-201-004-0000; 01-32-201-005-0000; 01-32-201-006-0000; 01-32-201-007-0000; 01-32-201-008-0000; 01-32-202-002-0000; 01-32-202-003-0000; 01-32-202-004-0000; 01-32-202-006-0000; 01-32-202-007-0000; 01-32-202-008-0000; 01-32-400-004-0000; 01-32-400-010-0000; 01-32-400-018-0000; 01-32-400-027-0000; 01-32-401-007-0000; 01-32-401-008-0000; 01-32-401-09-0000; 01-32-403-001-0000; 01-33-102-002-0000; 01-33-102-004-0000; 01-33-104-002-0000; 01-33-104-004-0000; 01-33-104-005-0000; 01-33-300-005-0000; 01-33-300-008-0000; 01-33-300-009-0000; 01-33-304-004-0000; 01-33-304-005-0000; 01-33-304-006-0000; 01-33-304-007-0000; 01-33-304-008-0000; 01-33-304-009-1001; 01-33-304-009-1002; 01-33-304-009-1003; 01-33-304-009-1004; 01-33-304-009-1005.

**Common addresses:** 3333 Beverly Road; 2600 Forbs Ave; 2701 Forbs Ave; 2800 Forbs Ave; 2815 Forbs Ave; 2845 Forbs Ave; 2870 Forbs Ave; 2900 Forbs Ave; 2902 Forbs Ave; 313 Higgins Rd; 10 W. Hoffman Blvd.; 12 W. Hoffman Blvd.; 14 W. Hoffman Blvd.; 600 W. Hoffman Blvd.; 4871 W. Hoffman Blvd.; 4885 Hoffman Blvd, Units 110, 120, 200, 300 and 400; 4895 W. Hoffman Blvd., Unit 5C1; 2816 N. Old Sutton Road; 10 Prairie Stone Pky; 5120 Prairie Stone Pky; 5150 Prairie Stone Pky; 5225 Prairie Stone Pky; 5050 Sedge Blvd.; 5100 Sedge Blvd; 5115 Sedge Blvd.; 5125 Trillium Road; 5131 Trillium Road; 5137 Trillium Road; 5401 Trillium Road.

**EXHIBIT C**  
**FORM OF CONSENT TO RELEASE -- VILLAGES**

## CONSENT TO RELEASE OF THE 1985 DECLARATION OF COVENANTS

THIS CONSENT TO RELEASE OF THE 1985 DECLARATION OF COVENANTS (this "Consent") is made as of this day of \_\_\_\_\_, 2014, by the Village of Barrington Hills, an Illinois municipal corporation, and the Village of South Barrington, an Illinois municipal corporation (collectively, the "Villages").

### RECITALS

A. The Villages are beneficiaries of that certain Declaration of Protective Covenants for the Poplar Creek Music Theatre Property Hoffman Estates, Illinois dated March 7, 1985, and recorded with the Cook County Recorder of Deeds as Document No. 27509487 (the "Declaration") and parties to that certain Settlement Agreement dated March 7, 1985, and recorded with the Cook County Recorder of Deeds as Document No. 27059488 (the "Settlement Agreement").

B. The Settlement Agreement required, among other things, that the Declaration be recorded to impose certain covenants and restrictions upon the "Restricted Property" as defined in the Release of the 1985 Declaration of Covenants dated \_\_\_\_\_, 2014, attached hereto and made a part hereof (the "Release") as Exhibit A for the benefit of the Villages.

C. The Villages now desire to consent to the Release.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Villages hereby agree as follows:

1. Release. The Villages hereby consent to and approve of the Release.
2. Waiver. The Villages hereby waive any rights they may have under the Settlement Agreement with respect to the "Restricted Property" as defined in the Release.
3. Recordation. The Villages hereby agree that this Consent, together with the Release, may be recorded with the Recorder of Deeds for Cook County, Illinois.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Consent as of the day and year first written above.

**THE VILLAGE OF SOUTH  
BARRINGTON**, an Illinois municipal  
corporation

By: \_\_\_\_\_  
Its: President

Attest:

By: \_\_\_\_\_  
Its: Village Clerk

**THE VILLAGE OF BARRINGTON  
HILLS**, an Illinois municipal corporation

By: \_\_\_\_\_  
Its: President

Attest:

By: \_\_\_\_\_  
Its: Village Clerk

**EXHIBIT A**

**RELEASE OF THE 1985 DECLARATION OF COVENANTS**

This document prepared by  
and after recording return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*This space reserved for Recorder's use only.*

### RELEASE OF THE 1985 DECLARATION OF COVENANTS

THIS RELEASE OF THE 1985 DECLARATION OF COVENANTS (this "Release") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2014.

### RECITALS

A. That certain Settlement Agreement dated March 7, 1985, and recorded with the Cook County Recorder of Deeds as Document No. 27509488 (the "Settlement Agreement") required, among other things, that the Declaration of Protective Covenants for the Poplar Creek Music Theatre Property Hoffman Estates, Illinois dated March 7, 1985 (the "Declaration"), be recorded to impose certain covenants, conditions and restrictions upon the property legally described in Exhibit "A" attached hereto and made a part hereof (the "Restricted Property");

B. The Declaration was recorded with the Cook County Recorder of Deeds as Document No. 27509487.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties consenting hereto,

1. The Declaration is terminated in its entirety.
2. This Release may be executed in multiple copies, each of which shall be deemed an original, but all of which shall constitute one Release after each party has signed such a counterpart. This Release shall be promptly recorded against the Restricted Property.

[consents follow]



IN WITNESS WHEREOF, the Parties hereto have executed this Release as of the date first written above.

SEARS, ROEBUCK AND CO.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: September 5, 2014

VILLAGE OF SOUTH BARRINGTON

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Attested: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

VILLAGE OF BARRINGTON HILLS

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Attested: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### LEGAL DESCRIPTION OF RESTRICTED PROPERTY

THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, EXCEPT THEREFROM ALL THAT PART LYING WESTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY (100 FEET RECORD RIGHT-OF-WAY WIDTH), ALSO EXCEPT THEREFROM ALL THAT PART LYING NORTHERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROUTE 72 (240 FEET RECORD RIGHT-OF-WAY WIDTH), KNOWN AS HIGGINS ROAD.

#### ALSO

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THEREFROM ALL THAT PART LYING NORTHERLY OF SOUTHERN RIGHT OF WAY LINE OF STATE ROUTE 72, (RECORD 240 FEET WITH) KNOWN AS HIGGINS ROAD.

#### ALSO

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#### ALSO

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER

**OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS LYING EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY. ALSO THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS EXCEPT THAT PART LYING INSIDE THE NORTHWEST TOLLWAY (INTERSTATE - 90) RIGHT OF WAY.**

**ALSO ALL THAT PART OF STATE ROUTE 72 (HIGGINS ROAD) AND SUTTON ROAD ADJOINING THE PROPERTY DESCRIBED HEREIN NOT CURRENTLY WITHIN ANY MUNICIPALITY.**

**ALSO THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, EXCEPT THEREFROM ALL THAT PART LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF ELGIN, JOLIET & EASTERN RAILWAY COMPANY, ALSO EXCEPT THEREFROM ALL THAT PART LYING NORTHERLY OF THE SOUTHWEST RIGHT-OF-WAY LINE OF STATE ROUTE 72 (HIGGINS ROAD) (RECORD 240 FOOT RIGHT-OF-WAY WITH) ALSO ALL THAT PART OF SAID STATE ROAD '72 ADJOINING THE PROPERTY DESCRIBED HEREON NOT CURRENTLY WITHIN ANY MUNICIPALITY.**

**PIN Numbers:** 01-32-201-004-0000; 01-32-201-005-0000; 01-32-201-006-0000; 01-32-201-007-0000; 01-32-201-008-0000; 01-32-202-002-0000; 01-32-202-003-0000; 01-32-202-004-0000; 01-32-202-006-0000; 01-32-202-007-0000; 01-32-202-008-0000; 01-32-400-004-0000; 01-32-400-010-0000; 01-32-400-018-0000; 01-32-400-027-0000; 01-32-401-007-0000; 01-32-401-008-0000; 01-32-401-09-0000; 01-32-403-001-0000; 01-33-102-002-0000; 01-33-102-004-0000; 01-33-104-002-0000; 01-33-104-004-0000; 01-33-104-005-0000; 01-33-300-005-0000; 01-33-300-008-0000; 01-33-300-009-0000; 01-33-304-004-0000; 01-33-304-005-0000; 01-33-304-006-0000; 01-33-304-007-0000; 01-33-304-008-0000; 01-33-304-009-1001; 01-33-304-009-1002; 01-33-304-009-1003; 01-33-304-009-1004; 01-33-304-009-1005.

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STATE OF ILLINOIS       )  
                                  ) SS.  
COUNTY OF COOK        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Martin J. McLaughlin, personally known to me to be the President of the VILLAGE OF BARRINGTON HILLS, and Dolores G. Trandel, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

Commission expires: \_\_\_\_\_

STATE OF ILLINOIS       )  
                                  ) SS.  
COUNTY OF COOK        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Paula McCombie, personally known to me to be the President of the VILLAGE OF SOUTH BARRINGTON, and Donna Wood, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

Commission expires: \_\_\_\_\_

**EXHIBIT D**  
**FORM OF CONSENT TO RELEASE -- OWNERS**

## CONSENT TO RELEASE OF THE 1985 DECLARATION OF COVENANTS

THIS CONSENT TO RELEASE OF THE 1985 DECLARATION OF COVENANTS (this "Consent") is made as of this \_\_\_\_ day of August, 2014, by \_\_\_\_\_.

### RECITALS

A. \_\_\_\_\_ is the owner of record of part (or \_\_\_\_%) of the real property located in the Prairie Stone development in Hoffman Estates, Illinois identified in the legal description attached hereto as Exhibit A (the "Property").

B. The Property is subject to that certain Declaration of Protective Covenants for the Poplar Creek Music Theatre Property Hoffman Estates, Illinois dated March 7, 1985, and recorded with the Cook County Recorder of Deeds as Document No. 27509487 (the "Restrictive Covenants"), which was recorded as a result of the settlement of litigation in 1985.

C. The Restrictive Covenants can be modified or released by consent of the Village of South Barrington, Illinois; the Village of Barrington Hills, Illinois; and the owners holding title to not less than fifty-one percent (51%) of the total square footage of the Restricted Property.

D. \_\_\_\_\_ now desires to consent to the Release of the 1985 Declaration of Covenants executed by Sears, Roebuck and Co.; the Village of South Barrington, Illinois; and the Village of Barrington Hills, Illinois (the "Release"). A copy of the Release is attached hereto as Exhibit B and made a part hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, \_\_\_\_\_ hereby agrees as follows:

1. Release. \_\_\_\_\_ hereby consents to and approves of the Release.
2. Waiver. \_\_\_\_\_ hereby waives any rights it may have under the Restrictive Covenants.
3. Recordation. \_\_\_\_\_ hereby agrees that this Consent, together with the Release, may be recorded with the Recorder of Deeds for Cook County, Illinois.

[signature page follows]



IN WITNESS WHEREOF, the party hereto has executed this Consent as of the day and year first written above.

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

## EXHIBIT A

### LEGAL DESCRIPTION OF RESTRICTED PROPERTY

THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, EXCEPT THEREFROM ALL THAT PART LYING WESTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY (100 FEET RECORD RIGHT-OF-WAY WIDTH), ALSO EXCEPT THEREFROM ALL THAT PART LYING NORTHERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROUTE 72 (240 FEET RECORD RIGHT-OF-WAY WIDTH), KNOWN AS HIGGINS ROAD.

#### ALSO

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THEREFROM ALL THAT PART LYING NORTHERLY OF SOUTHERN RIGHT OF WAY LINE OF STATE ROUTE 72, (RECORD 240 FEET WITH) KNOWN AS HIGGINS ROAD.

#### ALSO

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#### ALSO

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER

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ALSO ALL THAT PART OF STATE ROUTE 72 (HIGGINS ROAD) AND SUTTON ROAD ADJOINING THE PROPERTY DESCRIBED HEREIN NOT CURRENTLY WITHIN ANY MUNICIPALITY.

ALSO THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, EXCEPT THEREFROM ALL THAT PART LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF ELGIN, JOLIET & EASTERN RAILWAY COMPANY, ALSO EXCEPT THEREFROM ALL THAT PART LYING NORTHERLY OF THE SOUTHWEST RIGHT-OF-WAY LINE OF STATE ROUTE 72 (HIGGINS ROAD) (RECORD 240 FOOT RIGHT-OF-WAY WITH) ALSO ALL THAT PART OF SAID STATE ROAD 72 ADJOINING THE PROPERTY DESCRIBED HEREON NOT CURRENTLY WITHIN ANY MUNICIPALITY.

**PIN Numbers:** 01-32-201-004-0000; 01-32-201-005-0000; 01-32-201-006-0000; 01-32-201-007-0000; 01-32-201-008-0000; 01-32-202-002-0000; 01-32-202-003-0000; 01-32-202-004-0000; 01-32-202-006-0000; 01-32-202-007-0000; 01-32-202-008-0000; 01-32-400-004-0000; 01-32-400-010-0000; 01-32-400-018-0000; 01-32-400-027-0000; 01-32-401-007-0000; 01-32-401-008-0000; 01-32-401-09-0000; 01-32-403-001-0000; 01-33-102-002-0000; 01-33-102-004-0000; 01-33-104-002-0000; 01-33-104-004-0000; 01-33-104-005-0000; 01-33-300-005-0000; 01-33-300-008-0000; 01-33-300-009-0000; 01-33-304-004-0000; 01-33-304-005-0000; 01-33-304-006-0000; 01-33-304-007-0000; 01-33-304-008-0000; 01-33-304-009-1001; 01-33-304-009-1002; 01-33-304-009-1003; 01-33-304-009-1004; 01-33-304-009-1005.

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**EXHIBIT B**

**RELEASE OF THE 1985 DECLARATION OF COVENANTS**

471619.1

This document prepared by  
and after recording return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*This space reserved for Recorder's use only.*

### RELEASE OF THE 1985 DECLARATION OF COVENANTS

THIS RELEASE OF THE 1985 DECLARATION OF COVENANTS (this "Release") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2014.

### RECITALS

A. That certain Settlement Agreement dated March 7, 1985, and recorded with the Cook County Recorder of Deeds as Document No. 27509488 (the "Settlement Agreement") required, among other things, that the Declaration of Protective Covenants for the Poplar Creek Music Theatre Property Hoffman Estates, Illinois dated March 7, 1985 (the "Declaration"), be recorded to impose certain covenants, conditions and restrictions upon the property legally described in Exhibit "A" attached hereto and made a part hereof (the "Restricted Property");

B. The Declaration was recorded with the Cook County Recorder of Deeds as Document No. 27509487.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties consenting hereto,

3. The Declaration is terminated in its entirety.

4. This Release may be executed in multiple copies, each of which shall be deemed an original, but all of which shall constitute one Release after each party has signed such a counterpart. This Release shall be promptly recorded against the Restricted Property.

[consents follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Release as of the date first written above.

SEARS, ROEBUCK AND CO.

By: 

Printed Name: James B. Tenell

Its: 

Date: September 5, 2014



VILLAGE OF SOUTH BARRINGTON

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Attested: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

VILLAGE OF BARRINGTON HILLS

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Attested: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### LEGAL DESCRIPTION OF RESTRICTED PROPERTY

THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, EXCEPT THEREFROM ALL THAT PART LYING WESTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY (100 FEET RECORD RIGHT-OF-WAY WIDTH), ALSO EXCEPT THEREFROM ALL THAT PART LYING NORTHERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROUTE 72 (240 FEET RECORD RIGHT-OF-WAY WIDTH), KNOWN AS HIGGINS ROAD.

#### ALSO

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THEREFROM ALL THAT PART LYING NORTHERLY OF SOUTHERN RIGHT OF WAY LINE OF STATE ROUTE 72, (RECORD 240 FEET WITH) KNOWN AS HIGGINS ROAD.

#### ALSO

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, EXCEPT THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND: BEGINNING AT A POINT ON THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 33; THENCE SOUTH 89 DEGREES 57 MINUTES 40 SECONDS EAST (RECORD EAST) FOR A DISTANCE OF 49.52 FEET (RECORD 3 RODS = 49.5 FEET); THENCE SOUTH 01 DEGREES 01 MINUTES 09 SECONDS EAST (RECORD SOUTH) FOR A DISTANCE OF 280.10 FEET (RECORD 17 RODS = 280.5 FEET); THENCE SOUTH 02 DEGREES 21 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 1036.29 FEET (RECORD 63 RODS = 1039.5 FEET) TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33; THENCE SOUTH 89 DEGREES 46 MINUTES 31 SECONDS WEST (RECORD WEST) ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33 FOR A DISTANCE OF 23.05 FEET (RECORD 1 <sup>1</sup>/<sub>2</sub> RODS = 24.75 FEET) TO THE WEST LINE OF SAID SECTION 33; THENCE NORTH 00 DEGREES 55 MINUTES 23 SECONDS EAST (RECORD NORTH) ALONG SAID WEST LINE OF SECTION 33 FOR A DISTANCE OF 1315.76 FEET TO SAID POINT OF BEGINNING.

#### ALSO

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER

OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS LYING EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY. ALSO THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS EXCEPT THAT PART LYING INSIDE THE NORTHWEST TOLLWAY (INTERSTATE - 90) RIGHT OF WAY.

ALSO ALL THAT PART OF STATE ROUTE 72 (HIGGINS ROAD) AND SUTTON ROAD ADJOINING THE PROPERTY DESCRIBED HEREIN NOT CURRENTLY WITHIN ANY MUNICIPALITY.

ALSO THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, EXCEPT THEREFROM ALL THAT PART LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF ELGIN, JOLIET & EASTERN RAILWAY COMPANY, ALSO EXCEPT THEREFROM ALL THAT PART LYING NORTHERLY OF THE SOUTHWEST RIGHT-OF-WAY LINE OF STATE ROUTE 72 (HIGGINS ROAD) (RECORD 240 FOOT RIGHT-OF-WAY WITH) ALSO ALL THAT PART OF SAID STATE ROAD '72 ADJOINING THE PROPERTY DESCRIBED HEREON NOT CURRENTLY WITHIN ANY MUNICIPALITY.

**PIN Numbers:** 01-32-201-004-0000; 01-32-201-005-0000; 01-32-201-006-0000; 01-32-201-007-0000; 01-32-201-008-0000; 01-32-202-002-0000; 01-32-202-003-0000; 01-32-202-004-0000; 01-32-202-006-0000; 01-32-202-007-0000; 01-32-202-008-0000; 01-32-400-004-0000; 01-32-400-010-0000; 01-32-400-018-0000; 01-32-400-027-0000; 01-32-401-007-0000; 01-32-401-008-0000; 01-32-401-09-0000; 01-32-403-001-0000; 01-33-102-002-0000; 01-33-102-004-0000; 01-33-104-002-0000; 01-33-104-004-0000; 01-33-104-005-0000; 01-33-300-005-0000; 01-33-300-008-0000; 01-33-300-009-0000; 01-33-304-004-0000; 01-33-304-005-0000; 01-33-304-006-0000; 01-33-304-007-0000; 01-33-304-008-0000; 01-33-304-009-1001; 01-33-304-009-1002; 01-33-304-009-1003; 01-33-304-009-1004; 01-33-304-009-1005.

**Common addresses:** 3333 Beverly Road; 2600 Forbs Ave; 2701 Forbs Ave; 2800 Forbs Ave; 2815 Forbs Ave; 2845 Forbs Ave; 2870 Forbs Ave; 2900 Forbs Ave; 2902 Forbs Ave; 313 Higgins Rd; 10 W. Hoffman Blvd.; 12 W. Hoffman Blvd.; 14 W. Hoffman Blvd.; 600 W. Hoffman Blvd.; 4871 W. Hoffman Blvd.; 4885 Hoffman Blvd, Units 110, 120, 200, 300 and 400; 4895 W. Hoffman Blvd., Unit 5C1; 2816 N. Old Sutton Road; 10 Prairie Stone Pky; 5120 Prairie Stone Pky; 5150 Prairie Stone Pky; 5225 Prairie Stone Pky; 5050 Sedge Blvd.; 5100 Sedge Blvd; 5115 Sedge Blvd.; 5125 Trillium Road; 5131 Trillium Road; 5137 Trillium Road; 5401 Trillium Road.

STATE OF ILLINOIS       )  
                                      ) SS.  
COUNTY OF COOK       )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO  
HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_  
of \_\_\_\_\_, and personally known to me to be the same persons whose  
names are subscribed to the foregoing instrument, appeared before me this day in person and  
severally acknowledged that as such \_\_\_\_\_, he or she signed and  
delivered the said instrument and caused the corporate seal of said corporation to be affixed  
thereto, pursuant to authority, as his or her free and voluntary act, and as the free and voluntary  
act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

Commission expires: \_\_\_\_\_

**EXHIBIT E**  
**DISMISSAL ORDER**

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION**

Sears, Roebuck and Co.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 01 CH 14777
	)	
Village of South Barrington, an	)	Judge Peter Flynn
Illinois Municipal Corporation, et al.,	)	
	)	
Defendants.	)	

**AGREED ORDER**

This cause coming on to be heard on Plaintiff Sears, Roebuck and Co.'s ("Sears") Motion for Entry of Agreed Order (the "Motion") and the agreement of Sears and Defendants Village of South Barrington and Village of Barrington Hills (collectively, the "Villages"), by and through their respective attorneys; due notice having been given to all Defendants and certain other persons that Sears believes has or may have an interest in the property that is the subject of the captioned lawsuit (the "Restricted Property"); all Defendants and other persons notified of the Motion having been given the opportunity to object to this Agreed Order; the Court having considered any such objection; and otherwise being duly advised in the premises:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Verified Fourth Amended Complaint is hereby dismissed with prejudice.
2. The Villages' First Amended Counter-Complaint is hereby dismissed with prejudice.
3. All parties are responsible for their own costs and attorneys' fees.

[Remainder of Page Left Intentionally Blank]

4. This Court shall retain jurisdiction over the parties to enforce the terms of the Settlement Agreement entered into among the parties.

ENTER:

\_\_\_\_\_  
Judge

Date: \_\_\_\_\_

**AGREED TO:**

SEARS ROEBUCK & CO.

VILLAGE OF SOUTH BARRINGTON

By: \_\_\_\_\_

Eric N. Macey  
Amanda M. Hinkley  
NOVACK AND MACEY LLP  
100 N. Riverside Plaza  
Chicago, Illinois 60606  
(312)419-6900

By: \_\_\_\_\_

Donald J. Storino  
Matthew G. Holmes  
STORINO, RAMELLO & DURKIN  
9501 W. Devon Avenue  
Rosemont, Illinois 60018  
(847) 318-9500

Date: \_\_\_\_\_

Date: \_\_\_\_\_

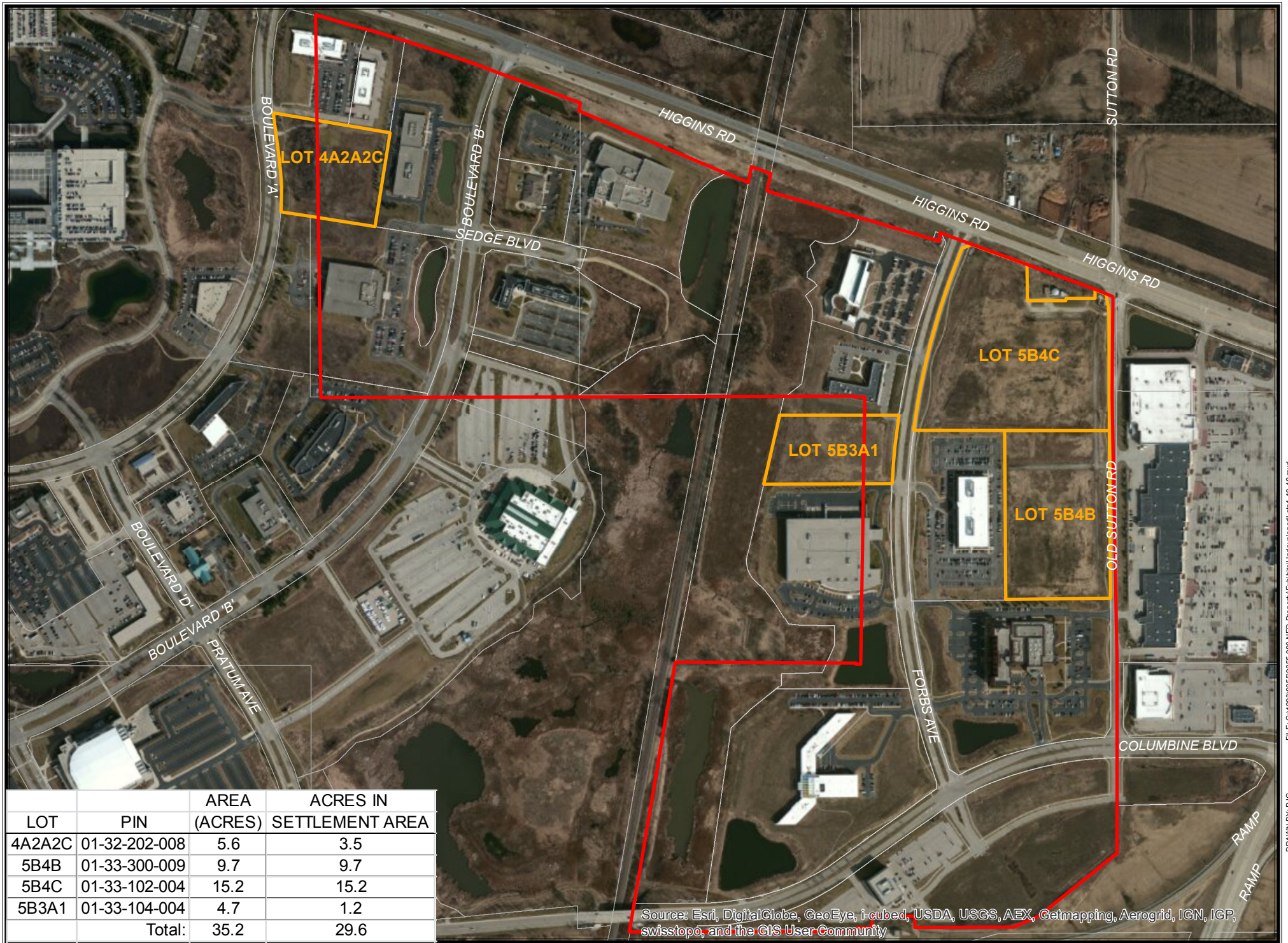
VILLAGE OF BARRINGTON HILLS

By: \_\_\_\_\_

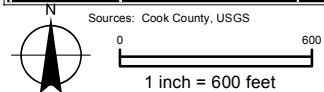
George J. Lynch  
Aaron H. Stanton  
BURKE, WARREN, MACKAY & SERRITELLA, P.C.  
330 N. Wabash Avenue, Suite 2100  
Chicago, Illinois 60611  
(312) 840-7000

Date: \_\_\_\_\_





LOT	PIN	AREA (ACRES)	ACRES IN SETTLEMENT AREA
4A2A2C	01-32-202-008	5.6	3.5
5B4B	01-33-300-009	9.7	9.7
5B4C	01-33-102-004	15.2	15.2
5B3A1	01-33-104-004	4.7	1.2
Total:		35.2	29.6



Lot areas approximated  
from record information

Undeveloped Prairie Stone Lots



Settlement Area Boundary

DATE: September 19, 2014  
Project: 9355.000  
Map Code: 281611x8

Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community