

**EXHIBIT 4**  
**GRANT OF EASEMENT**  
**&**  
**DEED RESTRICTIONS**

**GRANT OF EASEMENT  
and  
DEED RESTRICTIONS**

MAIL TO:  
The Big Sag Wetland Mitigation  
Conservancy, Inc., an Illinois  
not-for-profit corporation  
P0 Box 766  
Grayslake, Illinois 60030

  
Image# 045784480038 Type: EAS  
Recorded: 01/28/2010 at 12:30:25 PM  
Receipt#: 2010-00003820  
Total Amt: \$43.00 Page 1 of 8  
IL Rental Housing Fund: \$10.00  
Lake County IL Recorder  
Mary Ellen Vanderventer Recorder  
File **6567020**

**GRANT OF EASEMENT**

**GRANTOR,**

**Northbrook Sports Club, Inc.,**

an Illinois not-for-profit corporation, in consideration of **TEN AND NO/100 (\$10.00) DOLLARS**, and other good and valuable consideration in hand paid and pursuant to authority given by the Board of Directors of said corporation,

**CONVEYS and QUIT CLAIMS to:**

**GRANTEE,**

**The Big Sag Wetland Conservancy, Inc.,**

an Illinois not-for-profit corporation, having its principal office at 180 Sports Club Drive in Hainseville, Illinois (Mailing address: P0 Box 766, Grayslake, Illinois 60030), the following interest

**AN EASEMENT IN PERPUITY**

for the purpose of creating, opening, operating, maintaining, managing, preserving and modifying wetlands, as that term is defined under the Federal Clean Water Act and related State and local programs, statutes, codes and ordinances, and upland real property, and to sell credits or access to such wetlands and uplands, and to coordinate the creation, maintenance, preservation and management of wetlands with the United States Army Corps of Engineers and other federal and state agencies pursuant to the direction and guidance described in the *Intra Agency Coordination Agreement on Wetland Mitigation Banking* dated January 1997 (as amended from time to time), as authorized by the Board of Directors of The Big Sag Wetland Conservancy,

⑧

Inc., affecting the following described real estate (the "Restricted Property") situated in the County of Lake, State of Illinois, to wit:

**Parcel One – also known as Phase II**

That part of Section 33, Township 45 North, Range 10 East of the Third Principal Meridian described as follows: Commencing at the northwest corner of said Section 33; thence south 89 degrees 33 minutes 30 seconds east a distance of 2846.73 feet ; thence south 15 degrees 58 minutes 18 seconds east a distance of 312.80 feet to the Point of Beginning; thence south 15 degrees 58 minutes 18 seconds east a distance of 1729.58 feet; thence south 90 degrees 00 minutes, 00 seconds west a distance of 489.86 feet; thence south 62 degrees 37 minutes 04 seconds west a distance of 485.38 feet; thence south 90 degrees 00 minutes 00 seconds west a distance of 433.53 feet; thence north 00 degrees 18 minutes and 39 seconds west a distance of 412.26 feet; thence north 53 degrees 14 minutes 47 seconds west a distance of 511.31 feet; thence north 35 degrees 68 minutes 19 seconds east a distance of 92.63 feet; thence north 82 degrees 13 minutes 10 seconds east a distance of 291.18 feet; thence north 43 degrees 34 minutes 48 seconds east a distance of 352.26 feet; thence north 05 degrees 51 minutes 30 seconds east a distance of 284.68 feet; thence north 34 degrees 06 minutes 21 seconds east a distance of 651.47 feet; thence north 74 degrees 17 minutes 08 seconds east a distance of 272.02 feet to the Point of Beginning, in Lake County, Illinois.

**Parcel Two – also known as Phase III**

That part of Section 33, Township 45 North, Range 10 East of the Third Principal Meridian described as follows: Commencing at the southeast corner of said Section 33; thence north 00 degrees 12 minutes 21 seconds east along east line of said Section 33 a distance of 3089.77 feet; thence south 89 degrees 33 minutes 30 seconds west a distance of 1261.47 feet to the Point of Beginning; thence south 00 degrees 12 minutes 21 seconds west a distance of 1486.46 feet; thence north 81 degrees 53 minutes 57 seconds east a distance of 1413.85 feet; thence north 00 degrees 00 minutes 00 seconds east a distance of 148.18 feet; thence north 90 degrees 00 minutes 00 seconds west a distance of 409.81 feet; thence north 16 degrees 13 minutes 13 seconds west a distance of 188.79 feet; thence north 19 degrees 45 minutes 10 seconds west a distance of 711.79 feet; thence north 00 degrees 37 minutes 42 seconds west a distance of 241.13 feet; thence north 90 degrees 00 minutes 00 seconds east a distance of 433.53 feet; thence north 62 degrees 37 minutes 04 seconds east a distance of 485.38 feet; thence north 90 degrees 00 minutes 00 seconds east a distance of 489.86 feet ; thence south 15 degrees 58 minutes 18 seconds east a distance of 71.85 feet; thence south 89 degrees 33 minutes 30 seconds east a distance of 100.00 feet; thence south 15 degrees 58 minutes 18 seconds east a distance of 104.25 feet; thence south 89 degrees 33 minutes 30 seconds east a distance of 628.58 feet to the Point of Beginning, in Lake County, Illinois.

Permanent Real Estate Index Numbers: 06-26-400-017-0000

Property Address: 180 Sports Club Drive in Hainseville, Illinois  
(Mailing address: P0 Box 788, Graystake, Illinois 60030)

### **DEED RESTRICTIONS**

**WHEREAS**, the Northbrook Sports Club, an Illinois not-for-profit corporation, is the owner in fee simple of the Restricted Property described above and The Big Sag Wetland Conservancy, Inc., an Illinois not-for-profit corporation has accepted the foregoing described easement interest therein, and

**WHEREAS**, The Big Sag Wetland Conservancy, Inc. is the recipient of permits issued by the U.S. Corps of Engineers (Permit Numbers 200100108 and 200100288), and is obligated as therein provided in accordance with an application and plans filed with the U.S. Army Corps of Engineers.

**NOW THEREFORE**, the Northbrook Sports Club and The Big Sag Wetland Conservancy, Inc., in consideration of the matters described above and for the following, agree that Phases II and III (Parcels One and Two described above) of the Restricted Property shall be burdened by the following covenants, conditions, restrictions and easements for so long as the terms and conditions described in Permit Numbers 200100108 and 200100288 are in full force and effect:

1. The U.S. Army Corps of Engineers will have the right to enforce by proceedings in law or equity the covenants, conditions, restrictions and easements set forth herein, and this right shall not be waived by one or more incidents of failure to enforce said right.

2. Employees, agents and contractors of the U.S. Army Corps of Engineers will have the right to view the Restricted Property in its natural, scenic, and open condition and the right to enter Phases II or III of the Restricted Property at all reasonable times for the purpose of inspecting and determining if the parties' or their successors or assigns, are complying with the covenants, conditions, restrictions and easements herein provided.

3. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no dredged or fill material placed on Phases II or III of the Restricted Property except as necessary for completion of mitigation as provided to the U.S. Army Corps of Engineers Permit Numbers 200100108 and 200100288.

4. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no commercial, industrial, residential developments, buildings, or structures, including but not limited to: signs, billboards, other advertising material, or other structures placed on Phases II or III of the Restricted Property; provided, however, that the United States Army Corps of Engineers hereby expressly consents to the use of the surface of Phase II and III of the Restricted Property for agricultural use, so long as that use remains subject to the U.S. Army Corps of Engineers' right of access and uses

and servitudes herein described, and as described in Permit Numbers 200100106 and 200100288.

5. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no removal or destruction of trees or plants, mowing, draining, plowing, mining, removal of topsoil, sand, rock, gravel, minerals or other material except as necessary for completion of restoration, or as may be necessary from time to time to maintain the subsurface structures and drain tile, all as provided pursuant to the U.S. Army Corps of Engineers Permit Numbers 200100106 and 200100288 and the associated special conditions.

6. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles, except as necessary for completion of restoration as provided pursuant to the U.S. Army Corps of Engineers Permit Numbers 200100106 and 200100288.

7. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no application of insecticides or herbicides except as specified by U.S. Army Corps of Engineers Permit Numbers 200100106 and 200100288; provided, however, that the application of agricultural herbicides and pesticides in the ordinary and reasonable course of growing crops in agriculture shall be allowed, and the U.S. Army Corps of Engineers hereby expressly consents, to the application of agricultural insecticides or herbicides, so long as the application is reasonably necessary and related to that agricultural use.

8. Without prior express written consent from the U.S. Army Corp of Engineers there shall be no grazing or keeping of cattle, sheep, horses or other livestock.

9. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no hunting or trapping on Phases II or III of the Restricted Property.

10. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no utility lines placed overhead or within Phases II or III of the Restricted Property, including but not limited to, telephone or other communication lines, electrical, gas, water or sewer lines. Existing lines may remain and may be maintained, and the U.S. Army Corps of Engineers hereby consents to maintenance of existing lines.

11. Without prior express written consent from the U.S. Army Corps of Engineers, and except as may be required for implementation and maintenance of the restoration or mitigation plans, there shall be no modifications to the hydrology of Phases II or III of the Restricted Property, either directly or indirectly, that would allow more water onto, or that would drain water away from, Phases II or III of the Restricted Property. Such prohibited modifications include, but are not limited to, ditching or alterations to any naturally occurring structures.

12. The land use restrictions and other terms of these covenants and easements, may be changed, modified or revoked only upon written approval of the U.S. Army Corps of Engineers. To be effective such approval must be witnessed, authenticated and recorded pursuant to the law of the State of Illinois.

13. Except as expressly described herein and in the Grant of Easement, The Northbrook Sports Club reserves for itself and its successors and assigns, all remaining rights as the owner of Phases II and III of the Restricted Property, including, without limitation, the rights to use the property for all purposes not inconsistent with the Grant of Easement and these covenants, conditions, restrictions and easements. The reservation of these remaining rights shall be free and clear of any claim or interest of the U.S. Army Corps of Engineers.

14. Grantee hereby reserves the right and option, at any time and from time to time, to add additional parcels to the Restricted Property, to amend the legal description of the parcels within the Restricted Property and to reallocate certain portions of the Restricted Property by recording an amendment or amendments to this Grant of Easement executed by the Grantor and the Grantee. Except as required by Permit Numbers 200100108 and 200100288 and any applicable laws and regulations there shall be no limitation on: (I) the order in which additional land is added or removed from the Restricted Property; and (II) fixing the boundaries of the respective parcels with the Restricted Property.

15. The terms and conditions of these covenants, conditions, restrictions and easements shall, as of the date of execution of this document, bind the parties hereto to the extent of that party's legal and/or equitable interest in Phases II or III of the Restricted Property; and, these covenants, conditions, restrictions and easements shall run with the land and shall be binding on the parties hereto and their successors and assigns for so long as Permits 200100108 and 200100288 remain in full force and effect.

15. The terms and conditions of these covenants, conditions, restrictions and easements shall be explicitly included in any transfer, conveyance, or encumbrance of Phases II or III of the Restricted Property, or any part thereof, and, any instrument of transfer, conveyance, or encumbrance affecting all or any part of Phases II or III of the Restricted Property shall set forth the terms and conditions of this document.

[The remainder of this page is intentionally left blank.  
Executions are on the following page.]

IN WITNESS WHEREOF, the parties have executed this Instrument by their respective Presidents and attested to by their respective Secretaries and each has caused their corporate seals to be hereto affixed this 29<sup>th</sup> day of May, 2009.

**NORTHBROOK SPORTS CLUB, an  
Illinois not-for-profit corporation**

By:   
its President

Attest:   
its Secretary

**The Big Sag Wetland  
Conservancy, Inc., an Illinois  
not-for-profit corporation**

By:   
its President

Attest:   
its Secretary

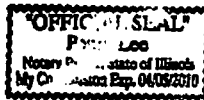
STATE OF ILLINOIS )  
                          )    SS.  
COUNTY OF LAKE    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that John Ester personally known to me to be the President of The Northbrook Sports Club, an Illinois not-for-profit corporation, and Robert D. Fowler personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this day of May, 2009.

Perrin Lee  
Notary Public

My commission expires: 4/5/10



STATE OF ILLINOIS     )  
                                  )  
COUNTY OF LAKE        )     SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Robert W. Howden, personally known to me to be the President of The Big Sag Wetland Conservancy, Inc., an Illinois not-for-profit corporation, and Michael Baker personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this day of <sup>29<sup>th</sup></sup> May, 2009.

Notary Public Penny Lee  
My commission expires: 4/3/10

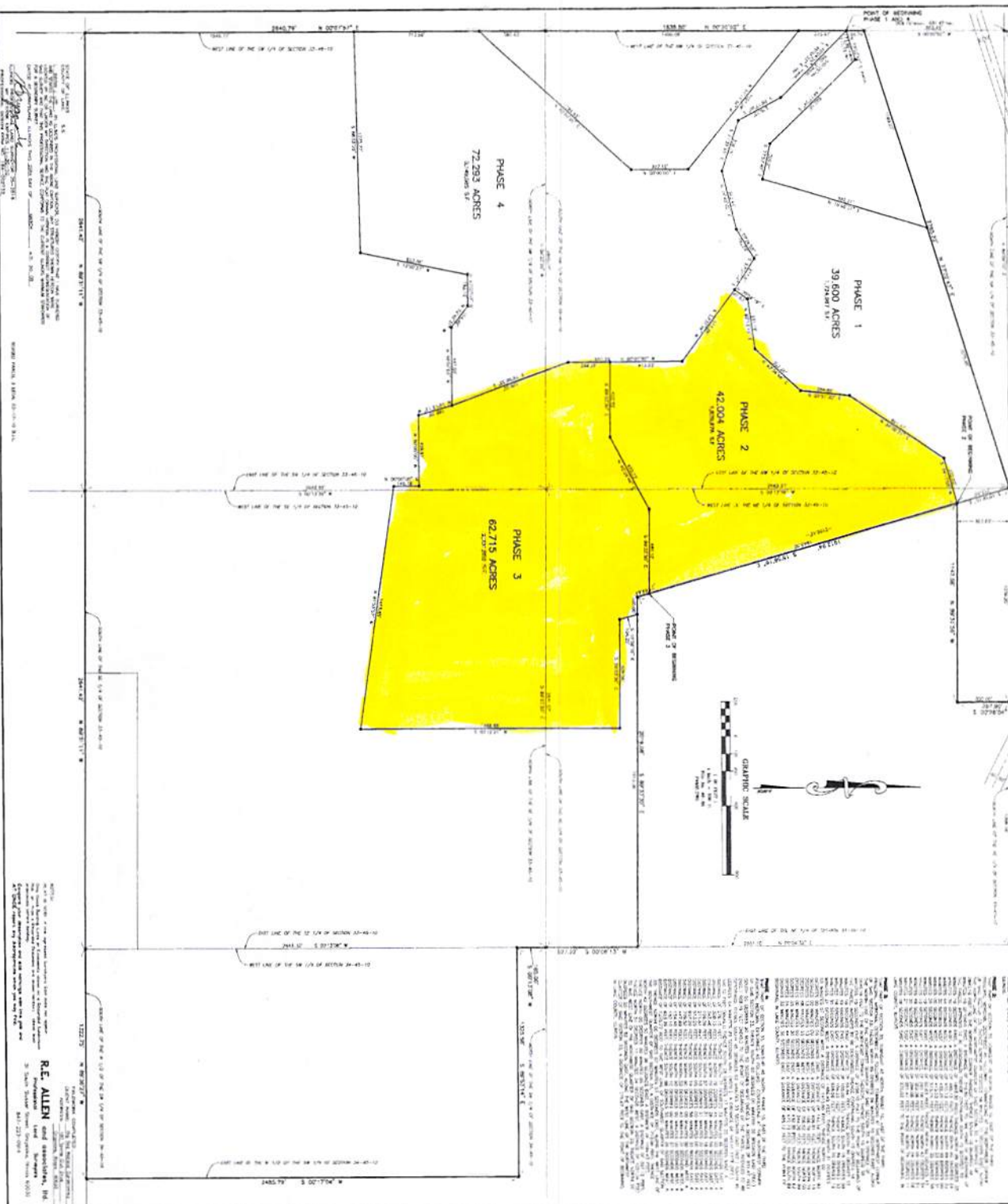


This instrument was prepared by:  
William J. Anaya  
Arnstein & Lehr LLP  
120 South Riverside Plaza  
Suite 1200  
Chicago, Illinois 60606

NAME & ADDRESS OF TAXPAYER:  
The Big Sag Wetland Mitigation  
Conservancy, Inc., an Illinois  
not-for profit corporation  
PO Box 766  
Grayslake, Illinois 60030  
8472502v1

# PLAT OF SURVEY

Chicago, Milwaukee, St. Paul and Pacific Railway  
 Illinois  
 Route 120



BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires \_\_\_\_\_

Notary Public in and for the State of Illinois

NOTICE TO CONTRACTORS  
 The undersigned hereby certifies that the above is a true and correct copy of the original survey as shown to him by the owner thereof, and that he is not aware of any other survey of the same land.

R. E. ALLEN and Associates, Inc.  
 1222 2nd Street  
 Chicago, Illinois

RECEIVED  
 R. E. ALLEN and Associates, Inc.  
 1222 2nd Street  
 Chicago, Illinois