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112 ALGONQUIN ROAD
BARRINGTON HILLS, ILLINOIS 60010-5199
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POSTED NOTICE- ZONING BOARD OF APPEALS

The Zoning Board of Appeals, in acting upon variations, special uses, amendments of the zoning ordinance, or appeals from action taken by the Zoning Enforcement Officer, hears all such cases at a public hearing at which neighboring property owners have a right to be heard.

If the subject to the hearing, as stated below, is of concern to you, you will have an opportunity to fully express your opinions whether for or against. For your guidance, a copy of the Zoning Ordinance is available in the Village Hall.

If it is inconvenient for you to appear at the hearing, you may file your opinion by letter, giving the street and lot number of the property owned by you and for what it is now used. Please state fully what your position is regarding the subject.

You are, by this posting, notified that the subject stated below will be heard at a public hearing at the Village Hall of Barrington Hills. 112 Algonquin Road, Barrington Hills, Illinois 60010-5199.

Date and Time of Hearing: Monday, March 16, 2015 at 7:30 p.m.

Applicant: Barrington Hills Polo Club

Address: 208A Braeburn Road, Barrington Hills, IL

Subject: Amend Special Use Resolution 11-07 for the
Operation of a Recreational Facility, Polo Field, at
350 Bateman Road

Judith K. Freeman, Chairman
Zoning Board of Appeals
Village of Barrington Hills
Publication Date: February 25, 2015

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Daily Herald

PUBLIC HEARING
Before the Zoning Board of Appeals,

Village of Barrington Hills,
Re: 350 Bateman Road

Notice is hereby given that a Public Hearing will be held on Monday March 16, 2015 at 7:30 p.m. or as soon thereafter as the matter may be heard by the Zoning Board of Appeals of the Village of Barrington Hills in the MacArthur Room of the Village Hall, 112 Algonquin Road, concerning the application of the Barrington Hills Polo Club for the amendment of the Special Use Res 08-16 as amended by Res 09-04 and Res 11-07 for the operation of recreational facility which is a Special Use, subject to the provisions of Section 5-10-7 of the Zoning Ordinance.

The application concerns the use of a polo field at 350 Bateman Road Barrington Hills Illinois being the postal address of a parcel west of Bateman Road and north of Algonquin Road (IL State Rt 62) and said property is more fully described in the application to amend the special use. (REIN 01-07-300-00), 002 01-07-100-001, 002 and 01-06-401-014), as follows [Parcel 1] that part of Section 7, Township 42 North, Range 9 East of the 3rd PM beginning at a point on the Northerly line of Algonquin Road, 1963.0 ft (as measured along said Northerly line) Southeasterly of the West line of said Section 7; thence North in a straight line to a point in the North line of said Section 7, 1753.40 ft (as measured along the North line of said Section 7) East of the North West corner of said Section; thence east along the North line of said Section 7 to the East line of said Section; thence East along the North line of said Section 7 to the East line of the West 1/2 of the North East 1/4 of said Section 7; thence South along said East line to the Northerly line of Algonquin Road; thence Northwesterly along the Northerly line of Algonquin Road to the point of beginning in Cook County Illinois also [Parcel 2] that part of the South West 1/4 of the South East 1/4 of Section 6 Township 42 North Range 9 East of the 3rd PM beginning at a point on the East line of the South West 1/4 of the South East 1/4 of said Section 6, 162.0 feet North of the South East corner of the said South West 1/4 of the South East 1/4; thence North 89 degrees 03 Minutes West: 275.0 feet; thence South 55 Degrees 41 es 05 Seconds West 280.58 feet to the South line of said Section 6; thence East along said South line to the East line of the South West 1/4 of the South East 1/4 of said Section 6 and thence North along the East line of the South West 1/4 of the South East 1/4 of Section 6 aforesaid 162.0 feet to the point of beginning all in Cook County Illinois.

A copy of the application to amend the Special Use is available for examination at the office of the Village Clerk at Barrington Hills Village Hall during the customary hours of operation. All interested parties are invited to attend the Public Hearing and will be given an opportunity to be heard.
Judith K. Freeman,
Chairman
Zoning Board of Appeals
Village of Barrington Hills
Published in Daily Herald
February 25, 2015 (4399260)

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the DAILY HERALD. That said DAILY HERALD is a secular newspaper and has been circulated daily in the Village(s) of Algonquin, Antioch, Arlington Heights, Aurora, Barrington, Barrington Hills, Lake Barrington, North Barrington, South Barrington, Bartlett, Batavia, Buffalo Grove, Burlington, Campton Hills, Carpentersville, Cary, Deer Park, Des Plaines, South Elgin, East Dundee, Elburn, Elgin, Elk Grove Village, Fox Lake, Fox River Grove, Geneva, Gilberts, Grayslake, Green Oaks, Gurnee, Hainesville, Hampshire, Hanover Park, Hawthorn Woods, Hoffman Estates, Huntley, Inverness, Island Lake, Kildeer, Lake Villa, Lake in the Hills, Lake Zurich, Libertyville, Lincolnshire, Lindenhurst, Long Grove, Mt. Prospect, Mundelein, Palatine, Prospect Heights, Rolling Meadows, Round Lake, Round Lake Beach, Round Lake Heights, Round Lake park, Schaumburg, Sleepy Hollow, St. Charles, Streamwood, Tower Lakes, Vernon Hills, Volo, Wauconda, Wheeling, West Dundee, Wildwood, Sugar Grove, North Aurora

County(ies) of Cook, Kane, Lake, McHenry

and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 7150, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published February 25, 2015 in said DAILY HERALD.

IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY Laula Baltz
Authorized Agent

Control # 4399260

**Before the Zoning Board of Appeals
Village of Barrington Hills, Illinois
March 16, 2015**

PETITION FOR AMENDED SPECIAL USE

The petitioner, The Barrington Hills Polo Club ("BHPC"), hereby respectfully requests that the Zoning Board of Appeals of the Village of Barrington Hills and the Village of Barrington Hills issue an amendment to an existing special use permit (See attached Resolution 11-07, granted March 28, 2011) to allow the BHPC to continue to hold an annual public event, known as the Kalaway Cup, at the Oakwood Farms Polo Field. The Oakwood Farms Polo Field is located on the north side of the property commonly known as 350 Bateman Road, Barrington Hills, IL 60010. Further the petitioner requests that the amended special use shall (a) continue (so long as permitted by the owner of the property) and (b) allow BHPC to use Deepwood Road and Deepwood Court to access the far west entrance to the Polo Field practice area for parking horse trailers and related polo personnel vehicles, but only for the one-day annual Kalaway Cup public event. The petitioner requests this amendment because that part of the existing special use which allows the public event to take place, expires December 31, 2015.

In support of its petition, the BHPC submits the following:

Petitioner Information: The Barrington Hills Polo Club is an Illinois not-for-profit corporation managed by volunteers with a 2015 membership roster of approximately 50 members and a mailing address in Barrington Hills ("village"). The BHPC is a private, non-commercial club dedicated to the playing of polo and social interaction.

The polo playing members of BHPC are all of amateur status. John Rosene of Barrington Hills has been president for many years. Among the membership are the following residents or property holders in Barrington Hills: John Rosene, Joseph Messer, Matt Messer, Doug Nordli, Sr., Doug Nordli, Jr., Adam Kaminski, Mark Cope, Sherry Cope, Ed McKinley, Jan-Dirk Lueders, Frauke Lueders, Amy Barcroft Murphy, Patrick Galley, Scott Kiley, Jill Kiley, Roger Shelton.

BHPC's Special Use (Resolution 11-07) grants the right use the Polo Field and to hold one annual public event subject to 10 "conditions and restrictions" which BHPC has complied with in full. Restriction Number 10 pertains exclusively to the public event as follows:

10. The Polo Club may hold one Public Event per year, subject to the following:

- i. Sanitary facilities may be located shall be located at the four corners of the Polo Field and shall be delivered no sooner than two (2) days prior to the Public event and shall be removed not later than three (3) days following the Public Event.**
- ii. Attendees must vacate the event premises no later than 7:30 p.m.**
- iii. Live music must cease no later than 6:00 p.m.**
- iv. No more than 2,000 adult tickets may be printed and sold for the Public Event.**
- v. During the Public Event, the Polo Club shall keep records of attendance and a summary of incidents related to the activities of the Polo Club.**

- vi. **Sound amplification and air horns must be kept to a minimum in order to limit the negative impact on surrounding properties.**
- vii. **The Polo Club shall engage traffic control personnel and devices for the Public Event to make sure that no portion other than the first 720 feet of Deepwood Road is utilized in association with the activities on the Polo Field and that no parking shall be permitted on Deepwood Road.**
- viii. **The Special Use Permit for the Public event only shall expire on December 31, 2015. There shall be no expiration date for the Special Use other than aforementioned expiration date applicable to the Public Event.**

BHPC reports that in no instance over the 10 year history of the Public Event has there been any complaints reported by the police department or Village Manager. (A) Relating to the "Sanitary facilities" there have been at least two occasions when due to field conditions it was not possible to remove portajohns within the 3 days required, but no complaints were received and the facilities were removed within the week following the event. (B) Other than clean up personnel, all attendees were off the Polo Field by 7:30 p.m. as required and no live music was played after 6:00 p.m. (C) No more than 2,000 adult tickets were printed or sold each year and documentation for this was provided to the Village Manager along with a report of attendance, incidents, etc. (D) Sound amplification was kept to a minimum, essentially in operation from approximately 11:30 a.m. to no later than 4:00 p.m. Air horns were limited to twice per period of play which never exceeded 10 periods of play. (E) Two or more off-duty, uniformed Barrington Hills police were hired each year to manage traffic at the Public Event and to prevent parking on Deepwood Road. No polo traffic was allowed beyond the east entry to the Polo Field which is 720 feet from Bateman Road.

Property Owner Information: Dr. and Mrs. Benjamin LeCompte, 350 Bateman Road, Barrington Hills, are the owners of the Oakwood Farms Polo Field ("Polo Field"). The owners also hold easements which allow access to the Polo Field to the east of the field on Deepwood Road and along the west edge of the field on Deepwood Court. (See (a) Plat of Survey and (b) Easement Agreement, attached.)

Relief Requested: An amended special use permit to allow (a) BHPC to continue holding a one-time-per-year, one-day public event currently known as the Kalaway Cup as long as the property owner permits and (b) BHPC to access the far west entrance to the Polo Field for polo vehicle parking via Deepwood Road and Deepwood Court solely for one day each year for the Kalaway Cup public event.

Summary of Existing Conditions: Pursuant to Resolution 11-07 granted March 28, 2011, BHPC has the right to operate as a recreational polo club on the Oakwood Farms Polo Field under specified conditions as long as the property owner permits and, until December 31, 2015, is allowed to hold one public event, now known as the Kalaway Cup each year. In the Resolution 11-07 are specific conditions relating to the one-day special event. BHPC does not request changes in these conditions other than to ask for the right (a) to continue holding this one-day event each year as long as permitted by the property owners and (b) to use Deepwood Road (entered from Bateman Road) to reach Deepwood Court and then to enter Deepwood Court to enter the Polo Field practice area via the Oakwood Farm easement for the purpose of parking polo vehicles. BHPC plans to abide by all other previous conditions.

Standards for a Special Use Permit:

BHPC states that the requested amendment to Resolution 11-07 will meet all the standards for Special Use as follows:

- 1) That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.

Public events have taken place on the polo field at 350 Bateman Road since 1996. The Kalaway Cup has taken place once a year since 2005. Until 2008, the entire length of Deepwood Road (from Bateman Road to where Deepwood Road connects with Deepwood Court) and then on Deepwood Court to the westernmost easement into the polo field was used for polo traffic on a weekly basis during the polo season without problems or comments. Petitioner is seeking use of these roads for only one day a year. The adjacent neighbors are the Meisters, Drury's, McLaughlins, Yetarians and Robinsons, all of whom are equestrians and use these roads for equestrian purposes.

- 2) That the special use permit will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish property or impair property values within the neighborhood.

Equestrian uses are permitted uses on every adjoining property of the polo field. Public events have taken place on the polo field almost every years since 1996. The BHPC has hosted the Kalaway Cup for 10 years without complaints.

- 3) That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

Development in the vicinity of the polo field is limited to minimum 5-acre zoning. 100 percent of the properties immediately adjacent to the polo field are 5-acre properties or larger (Google Earth photo provided), all of which have facilities for equestrian purposes. The polo field is used solely for equestrian purposes. The public event is, in fact, a celebration of the equestrian lifestyle and character of Barrington Hills. Accordingly, the special use would have no effect on the normal and orderly development and improvement of surrounding properties for uses permitted in the district.

- 4) That adequate utilities, access roads, drainage and/or other facilities have been or are being provided.

Adequate utilities, access roads, drainage and other necessary facilities are either already in place or provided. BHPC polo activities at the 350 Bateman Road polo field are temporary in nature, from June 1 thru September 15 each year. The public event is also temporary, being one day only. Other than a scoreboard and an announcer stand, both erected by the BHPC's predecessor club who operated the field between 1999 and 2003, there are no permanent fixtures added to the field. No permanent electrical service or additional drainage is required. Access roads are in place. Sufficient portable toilets are provided for the public event and removed as soon as possible following the event. Traffic is controlled with the help of off-duty police hired for the event. Clean-up crews police the area the evening of the event and the following day. The use of the roads requested by petitioner would have no effect on utilities, access roads, drainage and/or other facilities.

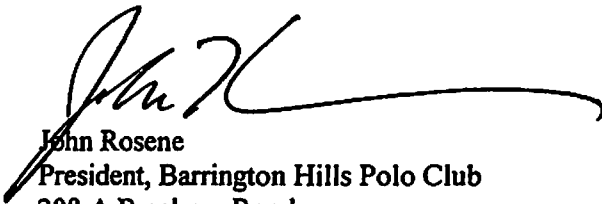
- 5) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets and roads.

Two easements on Deepwood Road and Deepwood Court allow the owners of 350 Bateman Road and their tenants and guests to access the polo field. The BHPC has consistently taken measures to minimize traffic congestion in the public streets and roads. Police records and lack of complaints demonstrate that impact on local residents is minimal. However, BHPC recognizes that the annual public event presents special challenges. Thus, the BHPC continues to be willing to engage off-duty police officers to address traffic concerns.

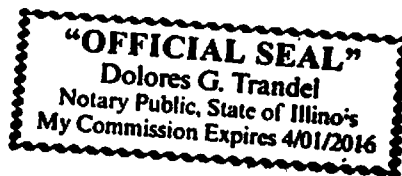
- 6) That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the board of trustees pursuant to the recommendations of the zoning board of appeals.

The BHPC already has a special use permit to use the polo field. As part of that special use, the BHPC has been allowed to hold a public event on the field each year. Said use(s) are clearly contemplated as permitted by Village Zoning Ordinance. The BHPC intends to comply with all village regulations.

Respectfully submitted,



John Rosene
President, Barrington Hills Polo Club
208-A Braeburn Road
Barrington Hills, Illinois 60010
847-854-1415
jrosene@lydiamarketing.com



Dolores G. Trandel
2-12-15



350 Bateman Rd

Google earth

© 2015 Google

Google earth

feet
meters



Polo among friends.



c/o 208-A Braeburn Road
Barrington Hills, IL 60010
(847) 854-1415

February 3, 2015

Mr. Bob Kosin
Village of Barrington Hills
112 Algonquin Road
Barrington Hills, Illinois 60010

Re: Petition for Extension of Kalaway Cup

Dear Bob,

Enclosed are two letters approving of the use of the western access to the polo field which is part of our application to the ZBA and Village Board. One is from Matt Yetarian. The other from Sally Robinson. Could you make sure they are included with our application? Thank you.

Sincerely,



John Rosene



Member—
United States Polo Association

January 27, 2015

John Rosene
President, Barrington Hills Polo Club
208-A Braeburn Road
Barrington Hills, IL 60010

Re: Use of Deepwood Court

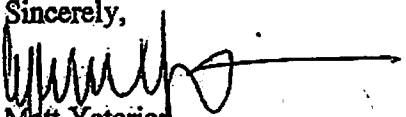
Dear John:

I understand the Barrington Hills Polo Club will be requesting a onetime special use in perpetuity for the use of Deepwood Court during the annual LeCompte\Kalaway Polo.

As a homeowner at 223 Deepwood Court, I would grant permission to the Barrington Hills Polo Club and support their use of Deepwood Court during the LeCompte\Kalaway Polo.

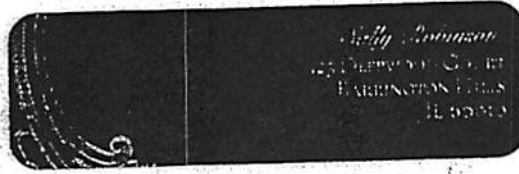
Please let me know if you have any questions.

Sincerely,



Matt Yeterian
223 Deepwood Court
Barrington Hills, IL 60010


1-27-2015



John Rosene,

I hereby approve of the
one day use of The Deepwood
Court section off Deepwood Rd
for the access of Horse trailers
and vehicles for the Kalaway
Cup this year and for as long
as I reside at 123 Deepwood
Court or until I contact you
otherwise,

Regards


Sally Robinson

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DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS, made as of this
8th day of May, 1965, by LAWRENCE F. BATEMAN
and CHARLOTTE H. BATEMAN, his wife, and PAUL M. CORBETT, as
Trustee under the Last Will and Testament of Barbara Bateman Corbett,
Deceased,

WITNESSETH:

WHEREAS, the parties hereto are the owners and holders
of legal title to the following described lands located in the Counties of
Cook and Kane, State of Illinois, to wit:

That part of Section 6, Township 42 North, Range 9
East of the 3rd Principal Meridian, part of Section 7,
Township and Range aforesaid, in Cook County,
Illinois, and part of the East 1/2 of the East 1/2 of
Section 1, Township 42 North, Range 8 East of the
3rd Principal Meridian in Kane County, Illinois,
described as follows: commencing at the intersection
of the East line of the West 1/2 of said Section 6 with
a line 33.0 feet South of and parallel with the North
line of the Northeast 1/4 of the Southwest 1/4 of said
Section 6; thence West parallel with said North line
of the Northeast 1/4 of the Southwest 1/4 a distance
of 409.99 feet; thence North 38 degrees, 00 seconds,
30 minutes West 306.4 feet; thence South 76 degrees,
12 minutes, 30 seconds West 212.26 feet to the point
of beginning of the tract of land herein described;
thence South on a line parallel with the East line of
said West 1/2, 175.44 feet to a point 33 feet South of
the North line of the Southwest 1/4 of said Section 6;
thence South 26 degrees, 30 minutes, 15 seconds West
353.66 feet; thence South 8 degrees, 18 minutes, 20
seconds East 87.84 feet; thence South 13 degrees,
32 minutes West, a distance of 403.20 feet; thence

Handwritten signature/initials

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Name: DON A. BANTA
Address: 165 W. ADAMS ST.
City: CHICAGO ILL.

South 14 degrees, 23 minutes, 20 seconds East 302.39 feet; thence North 79 degrees, 38 minutes, 50 seconds East a distance of 57.3 feet; thence South 3 degrees, 58 minutes, 15 seconds East 370.04 feet; thence Southeasterly along a curved line having a radius of 403.0 feet and concave Southerly a distance of 170 feet, chord measure, said chord having a bearing of South 63 degrees, 09 minutes, 50 seconds East; thence Southeasterly along a curved line concave Northeasterly and having a radius of 403 feet and having a common tangent with the last described curved line a distance of 35.88 feet, chord measure; continuing thence along the last described curved line a distance of 205.51 feet, chord measure; thence South 85 degrees, 38 minutes, 10 seconds East along a line tangent to the last described curve a distance of 192 feet; thence Northeasterly along a curved line having a radius of 196 feet concave Northerly and tangent to the last described line, a distance of 173.19 feet, chord measure; thence East at right angles to the East line of the Southwest 1/4 of said Section 6 a distance of 161.37 feet to the East line of said Southwest 1/4; thence South along the East line of said Southwest 1/4 a distance of 418.85 feet; thence East parallel with the North line of the Southwest 1/4 of the Southeast 1/4 of said Section 6 a distance of 1312.04 feet to the East line of the Southwest 1/4 of the Southeast 1/4 of said Section 6; thence South along the center line of Bateman Road and along the East line of the Southwest 1/4 of the Southeast 1/4 of said Section 6, the East line of the West 1/2 of the Northeast 1/4 of said Section 7, and the East line of Northwest 1/4 of the Southeast 1/4 of said Section 7, to the Northerly line of Algonquin Road; thence Northwesterly along the Northerly line of Algonquin Road to a point 1963.0 feet (as measured along said Northerly line) Southeasterly of the West line of said Section 7; thence North in a straight line to a point in the North line of said Section 7, 1753.40 feet (as measured along the North line of said Section 7) East of the Northwest corner of said Section 7; thence North in a straight line 500.0 feet to a point 1755.0 feet East of the West line of said Section 6 (as measured to a point in said West line 500.0 feet North of the Southwest corner of Section 6); thence West in a straight line 1755.0 feet to a point in the West line of said Section 6, 500.0 feet North of the Southwest corner of said Section 6, said point being also 460.40 feet North of the Southeast corner of said Section 1; thence West in a straight line (toward a point on the original Easterly right-of-way

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line of the Public Service Company of Northern Illinois as said right-of-way line was established by document No. 284909 recorded December 17, 1926; said point being 489.90 feet, Northwesterly of the South line of said Section 1, as measured along said Easterly right-of-way line) to a point on the present Easterly right-of-way line of the Public Service Company of Northern Illinois; thence Northwesterly along said Easterly right-of-way line a distance of 1440.0 feet, more or less, to an angle point in said right-of-way line; thence Northeasterly along said Easterly right-of-way line 2780.0 feet, more or less, to a line drawn North 89 degrees, 39 minutes West from a point on the East line of said Section 1 which is 723.0 feet South of the Northeast corner of said Section 1; thence South 89 degrees, 39 minutes East 98 feet, more or less, to said point on the East line of Section 1 which is 723.0 feet South of the Northeast corner thereof; thence South 89 degrees, 39 minutes East 337.68 feet; thence South 0 degrees, 02 minutes East parallel with the East line of the West 1/2 of the West 1/2 of the Northwest 1/4 of said Section 6, 166.38 feet; thence South 89 degrees, 42 minutes East parallel with the North line of said Section 6, 324.81 feet to the East line of the West 1/2 of the West 1/2 of the Northwest 1/4 of said Section 6; thence South along said East line 1396.09 feet, more or less, to the North line of the South 20 acres of the East 3/4 of the Northwest 1/4 of said Section 6; thence East along the North line of said South 20 acres to a point 780.09 feet (as measured along said North line of the South 20 acres) West of the East line of the Northwest 1/4 of said Section 6; thence South 4 degrees, 52 minutes, 10 seconds West 297.32 feet to the point of beginning;

and

WHEREAS, parcels of the lands hereinabove described may hereafter from time to time be devoted to use or sold as dwelling sites, said parcels being hereinafter referred to as "dwelling parcels", and

WHEREAS, the parties hereto desire to create and establish perpetual easements for a system of private roadways over, across and upon the hereinabove described premises for the use and

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benefit of any such dwelling parcels and to provide for ingress and egress thereto and therefrom, all as depicted on the plat attached hereto and made a part of this Declaration, and identified as Exhibit A hereof; and

WHEREAS, the parties hereto intend to sell and will sell, convey or mortgage dwelling parcels, and desire and intend that the several purchasers, owners, mortgagees thereof, and all persons acquiring any interest in any of the hereinabove described land now or hereafter shall at all times enjoy the benefits of and shall hold their said individual parcels subject to the rights, easements, burdens, uses and privileges hereinafter set forth;

NOW, THEREFORE, the parties hereto do hereby declare that the following rights, easements, covenants, burdens, uses and privileges shall and do exist at all times hereafter among the several owners, purchasers or mortgagees of the lands in this instrument described, or any part of parts thereof, in the manner and to the extent herein set forth, and that the declarations contained herein shall be binding upon and inure to the benefit of all of the lands in this instrument described, and any part or parts thereof:

1. Easements for ingress and egress and for the installation, use, maintenance, repair and replacement of public utilities including sewer, gas, electricity, telephone and water lines for the use and benefit of any and all dwelling parcels lying or situated within the lands described in this instrument, and of any other part or parts of said lands, are hereby created over, across, on and along the following described real estate in the Counties of Cook and Kane, State of Illinois:

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The North 66.0 feet of the East 200.0 feet of that part of the Southwest 1/4 of Section 6, Township 42 North, Range 9 East of the 3rd Principal Meridian lying South of a line drawn at right angles to the East line of said Southwest 1/4, through a point on said East line 1120.06 feet (as measured along said East line) North of the Southeast corner of said Southwest 1/4; ALSO: That part of the Southwest 1/4 of said Section 6, falling within a 66.0 feet strip of land the centerline thereof being described as follows:- (Except any part thereof called for in the first course of the following legal description falling within the above described 200.0 feet or falling North of the North line and said North line extended of said 200.0 feet). Beginning at a point West 161.31 feet from a point on the East line of the Southwest 1/4 of said Section 6, which is North 1120.06 feet from the Southeast corner of said Southwest 1/4; thence Southwesterly along a curved line having a radius of 175.0 feet, concave Northerly, a distance of 173.19 feet chord measure, said chord having a bearing of South 68 degrees, 08 minutes, 40 seconds West, thence Westerly along a line tangent to the last described curve a distance of 192.0 feet; thence Westerly along a curved line concave Northerly, having a radius of 403.0 feet and tangent to the last described line a distance of 240.0 feet chord measure; thence Northwesterly along a curved line having a radius of 403.0 feet concave Southerly and having a common tangent with the last described curve, a distance of 170.0 feet chord measure; thence North 75 degrees, 20 minutes, 20 seconds West along a line tangent to the last described curve, a distance of 120.55 feet; thence South 85 degrees, 36 minutes, 40 seconds West, 389.35 feet; thence North 82 degrees, 53 minutes, 30 seconds West, 328.18 feet; thence North 64 degrees, 13 minutes West, 173.35 feet; thence South 85 degrees, 57 minutes West 626.40 feet; thence North 67 degrees, 10 minutes, 30 seconds West 159.30 feet to the West line of the Southwest 1/4 of said Section 6, and a point on said West line 1419.06 feet (as measured along said West line) South of the Northwest corner of the Southwest 1/4 of said Section 6; ALSO, beginning on the West line of said Southwest 1/4 389.80 feet (as measured along said West line) South of the Northwest corner of said Southwest 1/4; thence North 71 degrees, 25 minutes, 30 seconds East, 34.46 feet; thence North 78 degrees, 10 minutes, 10 seconds East, 270.95 feet; thence South

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73 degrees, 33 minutes, 55 seconds East, 163.67 feet; thence South 52 degrees, 06 minutes, 30 seconds East, 97.55 feet; thence South 6 degrees, 22 minutes, 30 seconds West 212.69 feet; thence South 47 degrees, 55 minutes East, 269.0 feet; thence South 77 degrees, 42 minutes East, 195.0 feet; thence North 80 degrees, 29 minutes, 30 seconds East, 306.37 feet; thence South 54 degrees, 36 minutes, 30 seconds East, 116.40 feet; thence South 10 degrees, 10 minutes, 30 seconds East, 156.74 feet; thence South 27 degrees, 36 minutes West, 369.30 feet; thence South 0 degrees, 03 minutes, 30 seconds East, 179.20 feet; ALSO; beginning on the West line of said Southwest 1/4, 389.80 feet (as measured along said West line) South of the Northwest corner of said Southwest 1/4; thence North 71 degrees, 25 minutes, 30 seconds East, 34.46 feet; thence North 78 degrees, 10 minutes, 10 seconds East, 270.95 feet; thence South 73 degrees, 33 minutes, 55 seconds East, 163.67 feet; thence South 52 degrees, 06 minutes, 30 seconds East, 97.55 feet; thence South 6 degrees, 22 minutes, 30 seconds West 212.69 feet; thence South 47 degrees, 55 minutes East, 35.0 feet to the point of beginning of this portion of the easement; thence North 85 degrees, 44 minutes West, 337.48 feet; thence South 63 degrees 57 minutes, 30 seconds West, 219.90 feet to a point on the West line of said Southwest 1/4, 735.75 feet (as measured along said West line) South of the Northwest corner of said Southwest 1/4; ALSO; that part of the North 1/2 of Section 7 and the South 1/2 of Section 6, Township 42 North, Range 9 East of the 3rd Principal Meridian lying within a 66.0 foot strip of land the center line thereof being described as follows:- Beginning at a point on the East line of the Southwest 1/4 - Southeast 1/4 of said Section 6 a distance of 162.0 feet (as measured along said East line) North of the South line of said Section 6; thence North 89 degrees, 03 minutes, 30 seconds West, parallel with said East line a distance of 275.0 feet; thence South 55 degrees, 41 minutes, 05 seconds West, 280.58 feet to the South line of said Section 6; thence Westerly along said South line 1362.93 feet to a point, said point being the center of a circle having a radius of 50.0 feet forming the Western terminus of this portion of the easement. ALSO; that part of the West 54.28 feet of the Southeast 1/4 of said Section 6, lying South of a line making an angle with the West line of said Southeast 1/4 of 91 degrees, 35 minutes, 40 seconds

describes that part of easement
attorney
J.P. [unclear]

19 495 896

(as measured from North to East) said line being drawn thru a point on said West line, 701.21 feet North of the South line of said Southeast 1/4. ALSO:- the East 11.72 feet of that part of said Southwest 1/4 lying South of a line, drawn thru a point on said East line of said Southwest 1/4 635.18 feet North of the South line of said Section 6, and making an angle therewith of 88 degrees, 24 minutes, 20 seconds as measured from West to North. ALSO:- The East 66.0 feet of that part of the Southwest 1/4 of said Section 6 lying North of a line drawn thru a point on the East line of said Southwest 1/4 635.18 feet North of the South line of said Section 6, and making an angle with said East line of 88 degrees, 24 minutes, 20 seconds as measured from West to North, and lying South of a line drawn at right angles to said East line thru a point on said East line 1054.06 feet North of the South line of said Section 6, all of the above described property being in Cook County, Illinois.

That portion of the easement falling in Kane County is described as follows:- That part of the East 1/2 of Section 1, Township 42 North, Range 8 East of the 3rd Principal Meridian falling within a 66.0 foot strip of land the center line thereof being described as follows:- Beginning on the East line of said Section 1, a distance of 775.45 feet South of the North line of the Southeast 1/4 of said Section 1, thence South 63 degrees, 57 minutes, 30 seconds West 42.22 feet to a point, said point being the center of a circle having a radius of 50.0 feet forming the Westerly terminus of this portion of the easement. ALSO:- That part of the Southeast 1/4 of said Section 1 falling within a 66.0 foot strip of land the center line thereof being described as follows:- Beginning on the East line of said Section 1 at a point 1458.76 feet South of the North line of said Southeast 1/4; thence North 67 degrees, 10 minutes, 30 seconds West 253.10 feet; thence North 39 degrees, 59 minutes, 30 seconds West 440.10 feet; thence North 19 degrees, 34 minutes East 271.95 feet; thence North 40 degrees, 36 minutes, 30 seconds East 361.0 feet; thence North 71 degrees, 25 minutes, 30 seconds East 199.63 feet to a point on the East line of said Section 1 429.50 feet South of the North line of the Southeast 1/4 of said Section 1; ALSO:- That part of the East 1/2 of Section 1, Township 42 North, Range 8 East of the 3rd Principal Meridian falling within a 66.0 foot strip of land the center line thereof being described as follows:- Beginning on the

19 495 896

East line of said Section 1, 429.50 feet South of the North line of the Southeast 1/4 of said Section 1; thence South 71 degrees, 25 minutes, 30 seconds West 199.63 feet; thence South 40 degrees, 36 minutes, 30 seconds West 66.0 feet to the point of beginning of this portion of the easement, thence North 12 degrees, 42 minutes, 30 seconds West 476.66 feet; thence North 11 degrees, 21 minutes, 30 seconds West 392.61 feet to the intersection of the Westerly Right-of-Way line of the Public Service Company of Northern Illinois with the North line of the Southeast 1/4 of said Section 1.

all of said easements being in accordance with the plat hereto attached and made a part hereof as Exhibit A. Said easements shall be used in common by the present and future owners, occupants and mortgagees of, and all persons now or hereafter acquiring any interest in, any dwelling parcel or other part or parts of the lands described in this instrument.

2. All easements herein described are easements appurtenant, running with the land; they shall at all times inure to the benefit of and be binding upon the undersigned, all of their grantees and their respective heirs, successors, personal representatives or assigns, perpetually, in full force and effect.

3. Reference in the respective deeds of conveyance, or in any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described, shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of any part or parts of the lands described in this instrument as fully and completely as if those said easements and covenants were fully recited and set forth in their entirety in such documents.

4. It is intended that the private roadways as depicted

19 495 896

in Exhibit A, attached hereto and made a part hereof, shall be maintained as passable roadways suitable for travel by automobile, and they shall be kept in repair and maintained by the parties hereto and by their respective heirs, devisees, grantees or assigns of each dwelling parcel or other part or parts of said lands which shall abut upon any part of said private roadways, in accordance with the following provisions:

(a) The persons who from time to time shall be the owners of all dwelling parcels or other part or parts of said lands abutting upon any part of said private roadways depicted in said Exhibit A may select one of their number by a majority vote (the owners of each such separate dwelling parcel or part, if more than one, to have one vote which shall be cast by unanimous agreement) to supervise the upkeep and maintenance of said private roadways, and the person so selected shall be vested with full power and authority in his or her sole discretion, to determine the extent and cost of all repair work that may be required, from time to time, in order to maintain the said private roadways in a passable condition for travel by automobile, and to enter into contracts for the procurement of such work and materials as may be necessary and proper for the repair and maintenance of said private roadways, including the removal of snow, debris or obstructions which may render them impassable.

Such person shall serve until his successor shall have been duly selected. A successor may be selected at any time by a majority vote in the same manner provided above in this subparagraph (a), who shall have the same power and authority herein specified.

19 495 896

(b) The cost and expenses of all such work and materials for the repair or maintenance of the said private roadways shall be assessed and paid pro-rata by the persons who at the time of the ordering or contracting therefor shall be the owners of the respective dwelling parcels or other part or parts of said lands abutting upon said private roadways; and such costs and expenses shall be prorated by dividing the total amount thereof by the total number of all such parts and parcels (the owner or owners of each part or parcel to bear one such share); provided, however, that the pro-rata assessment upon and for a single part or parcel shall not exceed the sum of \$100 per calendar year. Any excess cost or expense remaining after proration hereunder shall be paid by the person ordering or contracting for such work and/or materials.

(c) The decision of the person selected in the manner aforesaid to supervise the maintenance and repair of the said private roadways shall be final and binding and the owner or owners of each part or parcel shall pay his, her or their said pro-rata assessment of the costs and expenses immediately upon the receipt of a statement therefor.

(d) Anything herein contained to the contrary notwithstanding, no person shall be liable under this paragraph 4 for any assessment, cost or expense for repair or maintenance of the private roadways depicted in Exhibit A, attached hereof (except repair or maintenance ordered or contracted for by such person); if such person is the

19 495 896

owner of a dwelling parcel or other part or parts of said lands which also abuts upon a public road or highway, and at the time of ordering or contracting for such repair or maintenance there is no driveway passable by motor vehicles on said parcel, part or parts owned by such person which is connected with any portion of the private roadways depicted in said Exhibit A.

5. If the parties hereto, or their heirs, personal representatives, successors or assigns, of any part or parts of the lands described in this instrument, shall create and establish from time to time by agreement or by further written declaration of easement any additional private roadways over, across, and upon strips or parcels of said lands or any lands abutting thereon (whether or not now owned by said parties and included in the lands described in this instrument), and shall construct, complete and connect such additional private roadways with the private roadways depicted in Exhibit A, attached hereto, then and in each such event said additional roadways shall be deemed to be and become a part of the system of roadways herein provided for, and the easements herein created shall extend and afford ingress and egress to and from such additional roadways as fully as if the same were herein created; provided, however, that no ingress and egress to and from any such additional roadway shall be afforded hereunder unless by the written agreement or declaration creating such additional roadway the same is made and declared to be a part of the system of roadways herein created, subject in all respects to the covenants, obligations and provisions for

19 495 896

repair and maintenance of said system set forth in paragraph 4 of ,
this instrument.

IN WITNESS WHEREOF, the parties hereto have set
their hands and seals this 8th day of May, 1965.

Lawrence F. Bateman
LAWRENCE F. BATEMAN

Charlotte H. Bateman
CHARLOTTE H. BATEMAN

Paul M. Corbett
PAUL M. CORBETT, as Trustee
under the Last Will and Testament
of Barbara Bateman Corbett,
Deceased

CONSENT OF MORTGAGEE

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED
STATES, a corporation of New York, as Mortgagee under that certain
Mortgage dated September 8, 1964 and recorded September 24, 1964 as
Document No. 19253579 in the Office of the Recorder of Deeds of Cook
County, Illinois and September 24, 1964 as Document No. 1031738 in the
Office of the Recorder of Deeds of Kane County, Illinois, made by the
parties to the above and foregoing Declaration of Easements, and as the
owner and holder of the Note secured by said Mortgage, does hereby
consent and agree to the creation and establishment of the Easements
described in said Declaration of Easements and to the other terms and

19-495-896

conditions in said Declaration set forth; and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged,

DOES HEREBY COVENANT AND AGREE that its interest as Mortgagee under the aforesaid Mortgage dated September 8, 1964, shall be subject to the Easements and Agreements created and contained in the above and foregoing Declaration of Easements.

IN WITNESS WHEREOF said Mortgagee has caused its corporate seal to be hereunto affixed and has caused this Consent to be executed by its 2nd Vice President and attested by its Assistant

this 2nd day of June, 1965.



(Seal)

EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a New York corporation,

By:

W. B. Penn-2nd Vice President



R. L. Enochs-Asst. Secretary

19 495 896

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, Shirley Burczyk, a Notary Public

in and for said County, in the State aforesaid, DO HEREBY CERTIFY that
LAWRENCE F. BATEMAN and CHARLOTTE H. BATEMAN, his wife,
personally known to me to be the same persons whose names are subscribed
to the foregoing instrument, appeared before me this day in person, and
acknowledged that they signed, sealed and delivered the said instrument
as their free and voluntary act for the uses and purposes therein set forth,
including the release and waiver of homestead rights.

Given under my hand and notarial seal this 24th day,



May, A.D. 1965.

Shirley Burczyk
Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, Shirley Burczyk, a Notary Public

in and for said County, in the State aforesaid, DO HEREBY CERTIFY that
PAUL M. CORBETT, AS TRUSTEE UNDER THE LAST WILL AND TESTAMENT
OF BARBARA BATEMAN CORBETT, DECEASED, personally known to me
to be the same person whose name is subscribed to the foregoing instrument,
appeared before me this day in person, and acknowledged that he signed,
sealed and delivered the said instrument as his free and voluntary act for
the uses and purposes therein set forth, including the release and waiver
of homestead rights.

Given under my hand and notarial seal this 24th day of



May, A.D. 1965.

Shirley Burczyk
Notary Public

19 495 896

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

I, Maria O'Neill, a Notary Public

in and for said County, in the State aforesaid, DO HEREBY CERTIFY
that W. B. Penn personally known to me to be the 2nd Vice
President of The Equitable Life Assurance Society of the United States
R. L. Enochs
and/personally known to me to be the Assistant Secretary of said
corporation, and personally known to me to be the same persons whose
names are subscribed to the foregoing Consent of Mortgagee, appeared
before me this day in person and severally acknowledged that as such
2nd Vice President and Assistant Secretary, they signed
and delivered the said Consent as 2nd Vice President and
Assistant Secretary of said corporation, and caused the corporate
seal of said corporation to be affixed thereto, pursuant to authority,
given by the Board of Directors of said corporation as their free
and voluntary act, and as the free and voluntary act and deed of said
corporation, for the uses and purposes therein set forth.

- GIVEN under my hand and notarial seal this 2nd day
of June A. D. 1965.:

19 495 896



PLAT

Maria O'Neill
Notary Public

MARIA O'NEILL
Notary Public, State of New York
Qualified in Kings County No. 24-2965950
Cert. Filed New York County Clerk Office
Commission Expires March 30, 1967.

DOCUMENT

HAS BEEN MICROFILMED
SEE JACKET FILE NO. 19495896

COPIES
FILED FOR RECORD
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BOOKS OF PLATS PAGE 21

#19495896

RECORDED

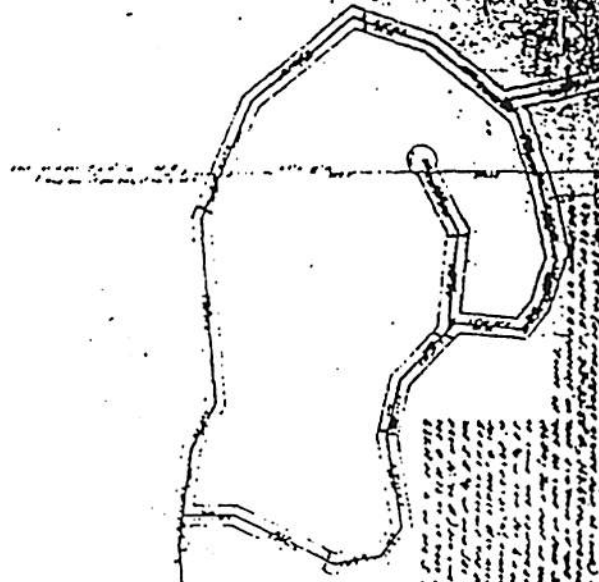
DOCUMENT
HAS BEEN MICROFILMED
SEE JACKET FILE No. 1049586
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PLAT
BOOK 189 OF PLATS PAGE 27

Sheet No.

15 (95 896)

SCALE CHANGED BY RECORDER



PLAT OF EASEMENT

SCALE CHANGED BY RECORDER



PLAT BOOK 189 OF PLATS PAGE 27

6

The owner of the above ground...
 has made a plat of the...
 and has caused the same to be...
 recorded in the office of the...
 of the State of Illinois...

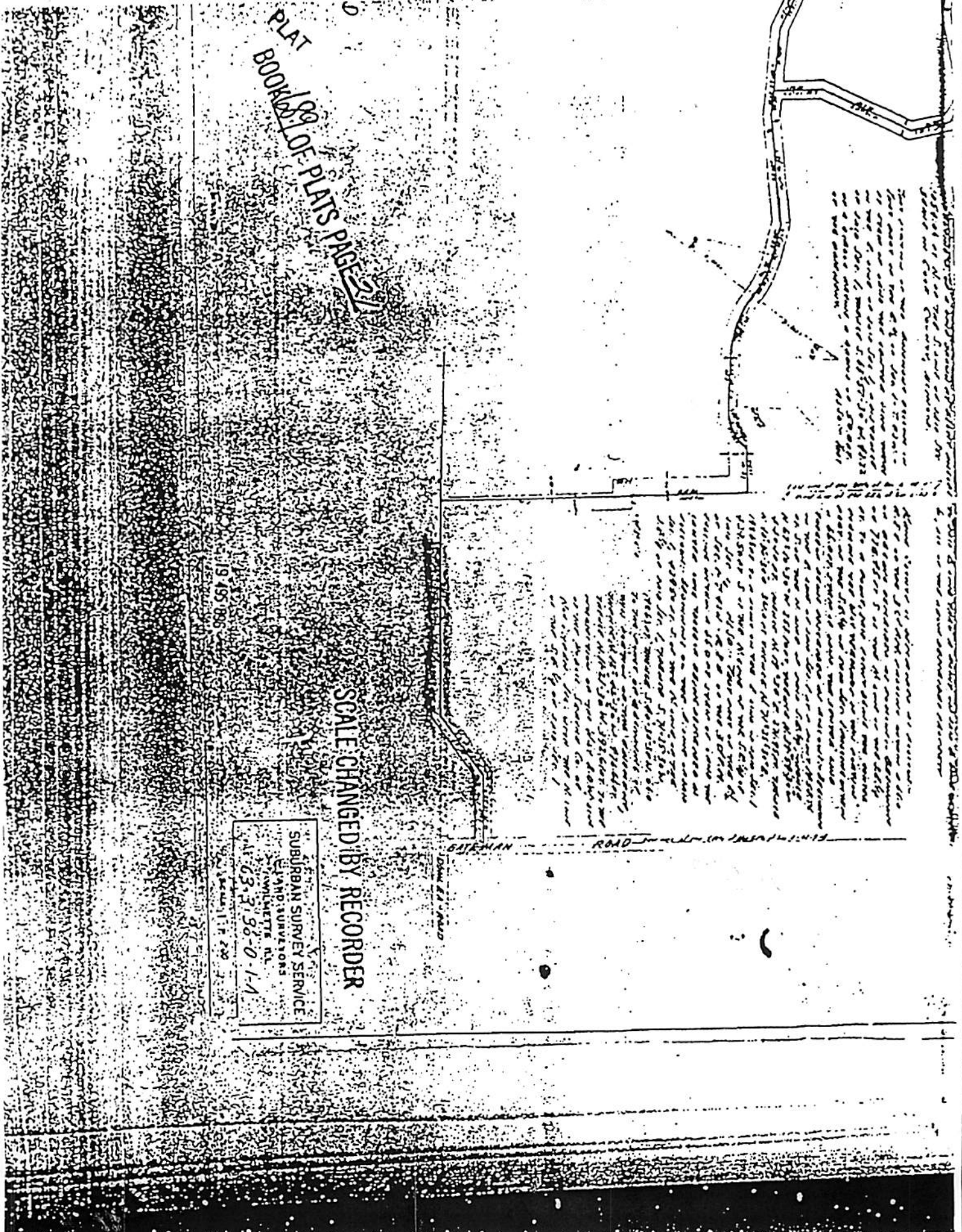
When a plat of a subdivision of land...
 is recorded in the office of the...
 it shall be deemed to be...
 and shall be binding on all...
 who acquire an interest in the...
 land after the date of its...
 recording, unless the same...
 is shown to be fraudulent...
 or void for some other...
 legal reason.

19 495 886

SCALE CHANGED BY RECORDER

SUBURBAN SURVEY SERVICE
 LAND SURVEYORS
 631 96-0-1-1

GATEMAN ROAD



31035921

PLAT

Form 260

Return to Mary

Look Out

SUPPLEMENTAL DECLARATION OF EASEMENTS

21. 035. 921.

459-25-570

THIS SUPPLEMENTAL DECLARATION OF EASEMENTS, made as of this 5th day of December, 1969, by LAWRENCE F. BATEMAN and CHARLOTTE H. BATEMAN, his wife, and PAUL M. CORBETT, as Trustee under the Last Will and Testament of Barbara Bateman Corbett, Deceased,

W I T N E S S E T H:

WHEREAS, on or about May 8, 1965 the parties hereto made and executed that certain Declaration of Easements which is recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 19 495 896, and in the office of the Recorder of Deeds of Kane County, Illinois as Document No. 1047958 in Book 2291 at Page 179; and

WHEREAS, by said Declaration of Easements the parties hereto created and described certain perpetual easements for a system of private roadways and for the installation, use, maintenance, repair and replacement of public utilities including sewer, gas, electricity, telephone and water lines, for the use and benefit of any and all dwelling parcels lying or situated within certain lands then owned by the parties hereto and located in the Counties of Cook and Kane in the State of Illinois, such lands of the parties hereto being more fully described in said Declaration; and

WHEREAS, by paragraph 5 of said Declaration of Easements the parties hereto have reserved the right to create and establish from time to time by agreement, or by further written declaration, additional private roadways and to construct the same upon said

21. 035. 921

169

lands or any lands abutting thereon (whether or not then owned by the parties hereto and included in the lands described in said Declaration), which additional roadways shall be deemed to be and become a part of the system of roadways provided for in said Declaration as fully as if such additional roadways were created therein, provided the same are made and declared by the written agreement or declaration creating them to be a part of such system of roadways, subject in all respects to the covenants, obligations and provisions for repair and maintenance of such system set forth in paragraph 4 of said Declaration of Easements; and

WHEREAS, the parties hereto desire to create, construct, complete and connect to such system of private roadways as a part thereof an additional private roadway in the manner contemplated by paragraph 5 of said Declaration of Easements over, across and upon certain of the lands owned by such parties and described in said Declaration and intend that the additional roadway easement hereinafter created shall be binding upon and inure to the benefit of all of the lands described in said Declaration of Easements, or any part or parts thereof:

NOW, THEREFORE, the parties hereto do hereby declare that the following additional rights, easements, covenants, burdens, uses and privileges shall and do exist at all times hereafter among the several owners, purchasers or mortgagees of the lands described in said Declaration of Easements, and that the additional declarations contained herein shall be binding upon and inure to the benefit of all of the lands described in said Declaration of Easements, or any part or parts thereof:

21 035 921

1. An additional easement for ingress and egress and for the installation, use, maintenance, repair and replacement of public utilities including sewer, gas, electricity, telephone and water lines for the use and benefit of any and all dwelling parcels (as defined in said Declaration of Easements) lying or situated within the lands described in said Declaration of Easements, and of any other part or parts of said lands, are hereby created over, across, on and along the following described real estate in the County of Cook, State of Illinois:

That part of the Southwest 1/4 of Section 6, Township 42 North, Range 9 East of the Third Principal Meridian, falling within a 66.0 foot strip of land the centerline of which is described as follows:
Beginning at a point on the Northerly line of Algonquin Road, 1963.0 Ft. (as measured along said Northerly line) southeasterly of the West line of Section 7, Township 42 North, Range 9 East of the Third Principal Meridian, thence North in a straight line to a point in the North line of said Section 7, 1753.40 Ft. (as measured along the Northerly line of said Section 7), East of the North West corner of said Section 7, thence North in a straight line 500.0 Ft. to a point 1755.0 Ft. East of the West line of said Section 6 (as measured to a point in said West line 500.0 Ft. North of the Southwest corner of Section 6) thence West in a straight line toward said point on the West line of said Section 6, 500.0 Ft. North of the Southwest corner thereof, 822.57 Ft. to the Southerly terminus of this legal description, thence West to said point on the West line of said Section 6, 500.0 Ft. North of the Southwest corner of said Section 6; thence North 0°-01'-30" West along the West line of said Section 6, 740.31 Ft., thence South 67°-10'-30" East 159.30 Ft., thence North 85°-57' East, 626.40 Ft., thence South 64°-13" East 173.35 Ft. thence South 82°-53'-30" East, 243.72 Ft. to the point of beginning of this legal description, thence South 38°-12'-15" West 133.39 Ft., thence South 64°-21'-15" West 179.85 Ft. thence South 0°-59'-15" East 479.97 Ft. to the Southerly terminus of this legal description.

21 035 921

all of said additional easement being as shown by crosshatch marking on the plat hereto attached and made a part hereof as Exhibit A. Said additional easement shall be used in common by the present and future owners, occupants and mortgagees of, and all persons now or hereafter acquiring any interest in any dwelling parcel or other part or parts of the lands described in said Declaration of Easements.

2. The additional easement herein described is an easement appurtenant, running with the land; it shall at all times inure to the benefit of and be binding upon the undersigned, all of their grantees and their respective heirs, successors, personal representatives or assigns, perpetually, in full force and effect.

3. Reference in the respective deeds of conveyance, or, in any mortgage or trust deeds or other evidence of obligation, to the easements and covenants described in that certain Declaration of Easements dated May 8, 1965 and recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 19 495 896, shall be sufficient to create and reserve the additional easement and covenants herein provided for to the respective grantees, mortgagees or trustees of any part or parts of the lands described in said Declaration as fully and completely as if the said additional easement and covenants herein provided for were fully recited and set forth in their entirety in such documents.

4. The additional easement herein described is hereby made and declared to be a part of the system of roadways created by said Declaration of Easements dated May 8, 1965 by the parties hereto subject in all respects to the covenants, obligations and

21 035 921

provisions for repair and maintenance of said system set forth in paragraph 4 of said Declaration.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 5th day of December, 1969.

Lawrence F. Bateman
LAWRENCE F. BATEMAN

Charlotte H. Bateman
CHARLOTTE H. BATEMAN

Paul M. Corbett
PAUL M. CORBETT, as Trustee
under the Last Will and
Testament of Barbara Bateman
Corbett, Deceased.

CONSENT OF MORTGAGEE

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES,
a corporation of New York, as Mortgagee under that certain
Mortgage dated September 8, 1964 and recorded September 24, 1964
as Document No. 19253579 in the Office of the Recorder of Deeds
of Cook County, Illinois and September 24, 1964 as Document
No. 1031738 in the Office of the Recorder of Deeds of Kane County,
Illinois, made by the parties to the above and foregoing
Supplemental Declaration of Easements, and as the owner and
holder of the Note secured by said Mortgage, does hereby consent
and agree to the creation and establishment of the Easements
described in said Supplemental Declaration of Easements and to
the other terms and conditions in said Supplemental Declaration
set forth; and in consideration of the sum of Ten Dollars (\$10.00)

21.035 921

STATE OF ILLINOIS) SS
COUNTY OF COOK)

I, Ernest Keeler, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LAWRENCE F. BATEMAN and CHARLOTTE H. BATEMAN, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of homestead rights.


Given under my hand and notarial seal this 5th day of December, A.D. 1969.

Ernest Keeler
Notary Public


STATE OF ILLINOIS) SS
COUNTY OF COOK)

I, Ernest Keeler, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that PAUL M. CORBETT, AS TRUSTEE UNDER THE LAST WILL AND TESTAMENT OF BARBARA BATEMAN CORBETT, DECEASED, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of homestead rights.

Given under my hand and notarial seal this 5th day of December, A.D. 1969.

Ernest Keeler
Notary Public


21 035 921

I, Ida Welsh, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that E. E. McLean personally known to me to be the Vice President of The Equitable Life Assurance Society of the United States ~~and personally known to me to be the~~ ~~Secretary of said corporation~~, and ^{is} personally known to me to be the same person whose name ~~was~~ subscribed to the foregoing Consent of Mortgagee, appeared before me this day in person and ~~personally~~ ^{singly} acknowledged that as such Vice President ~~and~~ ~~Secretary~~ ^{he} signed and delivered the said Consent as Vice President ~~and Secretary~~ of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as ~~their~~ ^{his} 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 notarial seal this 5th day of December A.D. 1969.

Ida Welsh
IDA WELSH
Notary Public, State of New York
My Notary Public
Commission Expires March 23, 1971

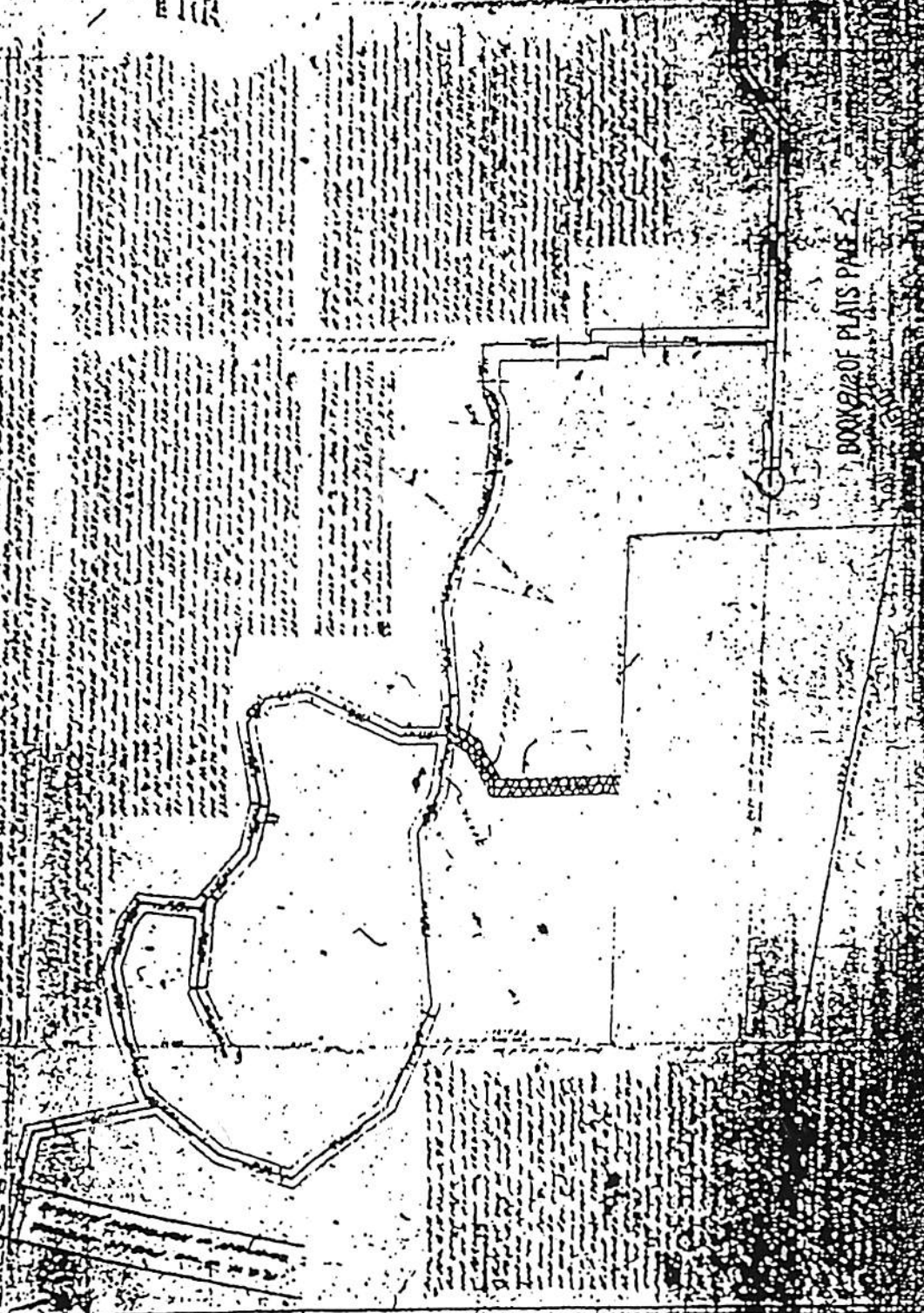
COOK COUNTY, ILLINOIS
FILED FOR RECORD

DEC 12 '69 12:27 PM -8-

John F. Oler
RECORDED BY CLERK

*2103582E

SCALE CHANGED BY RECORDER



BOOK 12 OF PLATS PAGE 5

SECTION 13 T. 23 N. R. 12 W. S. 12

CHANGED BY RECORDER



BOOK 2/20 OF PLATS PAGE 2

W. J. WILSON

Oakwood Farms Mailing List

| PIN | Owner Name | Mail Address | Mail City | Mail Zip | Site Address |
|------------|-----------------------------|----------------------|-----------------|----------|-------------------|
| 0106401014 | BENJAMIN LECOMPTE III | 350 BATEMAN | BARRINGTON IL | 60010 | 362 BATEMAN RD |
| 0107100002 | BENJAMIN LECOMPTE III | 350 BATEMAN | BARRINGTON IL | 60010 | 350 BATEMAN RD |
| 0107200001 | BENJAMIN LECOMPTE III | 350 BATEMAN | BARRINGTON IL | 60010 | 350 BATEMAN RD |
| 0107200002 | BENJAMIN LECOMPTE III | 350 BATEMAN | BARRINGTON IL | 60010 | 362A BATEMAN RD |
| 0107400001 | BENJAMIN LECOMPTE III | 350 BATEMAN | BARRINGTON IL | 60010 | 350 BATEMAN RD |
| 0107401006 | COLLEEN WEINSTEIN | 160 BATEMAN RD | BARRINGTON IL | 60010 | 160 BATEMAN RD |
| 0106402006 | Cook County Forest Preserve | 536 NORTH HARLEM AVE | RIVER FOREST IL | 60305 | 363 BATEMAN RD |
| 0107201002 | Cook County Forest Preserve | 536 NORTH HARLEM AVE | RIVER FOREST IL | 60305 | 254 BATEMAN RD |
| 0107201003 | Cook County Forest Preserve | 536 NORTH HARLEM AVE | RIVER FOREST IL | 60305 | |
| 0107202001 | Cook County Forest Preserve | 536 NORTH HARLEM AVE | RIVER FOREST IL | 60305 | BATEMAN RD |
| 0107402006 | Cook County Forest Preserve | 536 NORTH HARLEM AVE | RIVER FOREST IL | 60305 | 158 ALGONQUIN RD |
| 0107402007 | Cook County Forest Preserve | 536 NORTH HARLEM AVE | RIVER FOREST IL | 60305 | 158 ALGONQUIN RD |
| 0106401013 | DRURY TRUST NA | 15 TERRA VITA DR | S BARRINGTON IL | 60010 | 5 DEEPWOOD RD |
| 0106300005 | GEORGE L BACHNER | 154 ALGONQUIN RD | BARRINGTON IL | 60010 | 154 ALGONQUIN RD |
| 0107100001 | GEORGE L BACHNER | 154 ALGONQUIN RD | BARRINGTON IL | 60010 | 154 ALGONQUIN RD |
| 0107401007 | GEORGE P GASPAR | 158 B ALGONQUIN RD | BARRINGTON IL | 60010 | 158B ALGONQUIN RD |
| 0107401009 | GEORGE P GASPAR | PO BOX 0181 | ALGONQUIN IL | 60102 | 98 ALGONQUIN RD |
| 0107301013 | GORDON GILLEN | 103 HELM RD | BARRNGTN HLS IL | 60010 | 103 HELM RD |
| 0106300040 | GUSTAV SCHMID | 223 DEEPWOOD CT | BARRINGTON IL | 60010 | 223 DEEPWOOD CT |
| 0106401009 | JAMES D MEISTER | 365 BATEMAN RD | BARRINGTON IL | 60010 | 365 BATEMAN RD |
| 0107102003 | JOHN F WATTERS | 157J HELM RD | BARRNGTN HLS IL | 60010 | 157J HELM RD |
| 0107102002 | MAHMOUD SHABEHPOUR | 158 ALGONQUIN RD # C | BARRINGTON IL | 60010 | 158C ALGONQUIN RD |
| 0106300041 | MICHAEL MC LAUGHLIN | 2 DEEPWOOD RD | BARRINGTON IL | 60010 | 2 DEEPWOOD RD |
| 0106300039 | NICHOLAS ROBINSON | 123 DEEPWOOD CT | BARRINGTON IL | 60010 | 123 DEEPWOOD CT |
| 0106401007 | TRUST DRURY PEGGY D DL NA | 7 DEEPWOOD RD | BARRNGTN HLS IL | 60010 | 7 DEEPWOOD RD |

RESOLUTION 11-07

**RESOLUTION GRANTING AN AMENDMENT TO A SPECIAL USE PERMIT
FOR GROUNDS FOR RECREATIONAL CLUBS - NONCOMMERCIAL
FOR THE BARRINGTON HILLS POLO CLUB AT 350 BATEMAN ROAD**

WHEREAS, the Board of Trustees of the Village of Barrington Hills ("Board of Trustees") granted a special use permit (the "Permit") to the Barrington Hills Polo Club (the "Club") for the operation of a Recreational Club-Non-Commercial on the polo field at 350 Bateman Road, Barrington Hills, Illinois pursuant to Resolution 08-16; and

WHEREAS, the Board of Trustees granted an amendment to the Permit to extend the expiration date of the Permit and to amend the conditions to the Permit pursuant to Resolution 09-04; and

WHEREAS, the Club filed a petition to further amend the Permit to allow for the elimination of an expiration date and to amend the conditions to the Permit; and

WHEREAS, the Zoning Board of Appeals ("ZBA") has made a recommendation to approve the amendment to the Permit as requested by the Club, subject to the new conditions and restrictions contained in the ZBA's Findings and Recommendations dated March 25, 2011.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Barrington Hills, Cook, Kane, Lake and McHenry Counties, Illinois as a Home Rule municipality, that the Permit is amended, subject to the following new conditions and restrictions:

1. The following definitions shall apply to the conditions to this Special Use Permit:

"Match" means a polo match hosted by the Polo Club that is not advertised to the public in which opposing teams wear uniforms, referees enforce the rules and the official score is kept.

"Match Day" means any day on which the Polo Club hosts up to but not more than two Matches not exceeding a total of ten chukkers.

"Public Event" means an annual polo event, which is presently known as the Kalaway Cup, hosted by the Polo Club where members of the public are invited to attend a match or matches, for a fee, and where food and drink may be served and consumed on premises and where live entertainment is permitted.

2. The Polo Club shall keep a written record, including the date and time, for each Match where 20 or more players participate, of the number of players, spectators and vehicles and shall record a summary of any incidents that occur on the Polo Field or the Property that are related to the activities of the Polo Club.

3. The use of any sound amplification device, such as air horns, loud speakers but not including whistles, shall be prohibited except during the Public Event as provided on Condition 10 below.
4. To the extent that the Polo Club members and spectators are legally permitted to use Deepwood Road to access the Polo Field, such use shall be limited to the first 720 feet beginning at the intersection of Deepwood Road and Bateman Road and in the event such use is determined to be prohibited under the existing easement agreement by a court of competent jurisdiction, this special use permit shall thereby be revoked.
5. If deemed necessary in the reasonable judgment of the Polo Club, the Polo Club shall engage personnel to ensure that no person associated with the activities of the Polo Field trespasses on any portion of any of the neighboring properties.
6. Polo Club Match Days, excluding the Public Event, shall be limited to a total of five (5) per season and all such Match Days shall be held on Saturdays.
7. Polo Club practices may be held on any day other than Sunday and there shall be no more than three (3) practices per week, provided, however, there shall only be two practices per week in any week where a Match or the Public Event is held.
8. The Polo season shall be from June 1st, to September 15th, inclusive.
9. Directional and/or promotional signage related to the Polo Club Matches and the Public Event shall be erected on the Property no sooner than one (1) day prior to such Match or Public Event and shall be removed no later than one (1) day following such Match or Public Event.
10. The Polo Club may hold one Public Event per year, subject to the following:
 - i. Sanitary facilities may be located shall be located at the four corners of the Polo Field and shall be delivered no sooner than two (2) days prior to the Public Event and shall be removed not later than three (3) days following the Public Event.
 - ii. Attendees must vacate the event premises no later than 7:30 p.m.
 - iii. Live music must cease no later than 6:00 p.m.
 - iv. No more than 2,000 adult tickets may be printed and sold for the Public Event.
 - v. During the Public Event, the Polo Club shall keep records of attendance and a summary of incidents related to the activities of the Polo Club.

- vi. Sound amplification and air horns must be kept to a minimum in order to limit the negative impact on surrounding properties.
- vii. The Polo Club shall engage traffic control personnel and devices for the Public Event to make sure that no portion other than the first 720 feet of Deepwood Road is utilized in association with the activities on the Polo Field and that no parking shall be permitted on Deepwood Road.
- viii. The Special Use Permit for the Public Event only shall expire on December 31, 2015. There shall be no expiration date for the Special Use other than aforementioned expiration date applicable to the Public Event.

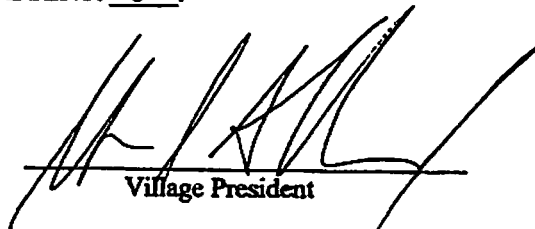
This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

APPROVED THIS 28 DAY OF MARCH, 2011.

AYES: 7, NAYS: 0, ABSENT: 0.

ATTEST:


Village Clerk


Village President