



2 LAGOON DRIVE - HAWTHORN WOODS,
ILLINOIS 60047 - (847) 438-5500

**RECORDING DOCUMENT TITLE
PAGE**

5015143

FILED FOR RECORD BY:
MARY ELLEN VANDERVENTER
LAKE COUNTY, IL RECORDER
09/25/2002 - 12:35:09 P.M.
RECEIPT #: 38856
DRAWER #: 17

FOR RECORDERS USE

**PROPERTY ADDRESS: WHITE BIRCH MEADOWS - NORTH SIDE OF GOVERNORS WAY, EAST OF
GENTRY DRIVE, HAWTHORN WOODS, IL 60047**

TITLE OF DOCUMENT BEING RECORDED: DECLARATION OF COVENANTS AND RESTRICTIONS

**TYPE OF DOCUMENT: DECLARATION OF COVENANTS AND RESTRICTIONS OF WHITE
BIRCH MEADOWS SUBDIVISION AND HOMEOWNERS ASSOCIATION, HAWTHORN WOODS, IL**

I, Phyllis Scheu, Village Clerk of the Village of Hawthorn Woods, Lake County, Illinois DO HEREBY CERTIFY that as such Village Clerk I am the keeper of the records, ordinances, resolutions, minutes, entries, orders, books, papers, and seal to the said Village.

I DO FURTHER CERTIFY that the above and foregoing is a true and correct copy of

**A DECLARATION OF COVENANTS AND RESTRICTIONS OF WHITE BIRCH MEADOWS SUBDIVISION
AND HOMEOWNERS ASSOCIATION, HAWTHORN WOODS, IL**

and that the original of said document remains on file in my office and is in full force and effect.

WITNESS MY HAND AND THE CORPORATE SEAL OF SAID VILLAGE, THIS 30th DAY OF AUGUST, 2002.

Phyllis Scheu

Phyllis Scheu, Village Clerk
Village of Hawthorn Woods
Lake County, Illinois 60047

**AFTER RECORDATION, PLEASE FORWARD TWO COPIES OF THE DOCUMENT THAT WAS PREPARED BY THE
VILLAGE OF HAWTHORN WOODS AND RETURN WITH THE RECORDED NUMBER ON EACH PAGE TO THE
FOLLOWING:**

**THE VILLAGE OF HAWTHORN WOODS
2 LAGOON DRIVE
HAWTHORN WOODS, ILLINOIS 60047**

H:VCO/FORMS



5015143

**DECLARATION OF COVENANTS AND RESRICTIONS OF
WHITE BIRCH MEADOWS SUBDIVISION AND
HOMEOWNERS ASSOCIATION, HAWTHORN WOODS,
IL**

HARRIS TRUST AND SAVINGS BANK F/K/A
THIS DECLARATION is made and entered into by WHITE BIRCH MEADOWS, LLC and HARRIS BANK PALATINE under trust agreement HTB1189, dated August 2, 2002 (collectively hereinafter referred to as Developer/Declarant).

WHEREAS, the Developer holds a beneficial interest in the trust that is the fee simple title holder of the real estate legally described on Exhibit "A" attached hereto and incorporated herein (hereinafter referred to as the "Subdivision" or the "Property"); and

WHEREAS, the Developer desires to declare that all owners, occupants, mortgage holders and other persons acquiring any interest in the property shall at all times enjoy the benefits of and at all times hold their interests subject to the rights, easement, privileges and restrictions hereinafter set forth.

NOW THEREFORE, the Developer declares as follows:

**ARTICLE I
Architectural Review Process**

HARRIS TRUST AND SAVINGS BANK F/K/A

SECTION I: Objectives: WHITE BIRCH MEADOWS, LLC, under HARRIS BANK PALATINE Trust No. HTB1189, dated August 2, 2002, is the developer of the named subdivision, White Birch Meadows, Hawthorn Woods, Illinois. Its objectives are to carry out the purposes expressed in this declaration; to assure that any improvements or changes in the property will be of good and attractive design and will serve to preserve and enhance existing feature of the natural setting; and to assure that materials and workmanship of all improvements are of high quality and comparable to other improvements within the subdivision.

SECTION II: To achieve Developer's objectives, the Developers shall administer this declaration with regard to approving or disapproving those matters which are expressed herein to be within their jurisdiction. Matters requiring approval shall be submitted to Developer and/or Lot Owners. Until such time as 35 of the lots in the Subdivision are owned by persons other than the Developer, the Developer, solely, shall have all authority herein granted. After 35 of the lots in the Subdivision are owned by persons other than the Developer, a majority of the lot owners shall be responsible for administering matters in this declaration.

SECTION III: Approval: Prior written approval shall be obtained from the Developer and/or Lot Owners with respect to all matters in this declaration requiring such

approval. No construction of a dwelling, or any other structure (including, but not limited to TV antennas, satellite dishes and any screening structure) shall be commenced erected or maintained, nor shall any addition to or change or alteration thereto be made (except interior alterations), nor shall any clearing of trees or change of property grade be made until the plans and specifications showing the nature, elevations, materials, location and grade, proposed landscape design, and proposed locations on the lot of the sanitary disposal system, of the same shall have been submitted in writing to the Developer or its assigns or successors and has approved such construction in accordance with the terms herein. The Developer shall retain such authority pending sale of 33 of the lots. After such time, all architectural review and control shall be vested in the Lot Owners.

SECTION IV: Procedure: Whenever approval is required of matters governed by this declaration, plans and specifications shall be submitted to the Developer which shall be:

- A. Two (2) sets of plot plans showing dwelling placement, culverts, driveways, top of foundation, front, back and side yard setbacks, as well as drainage patterns and well and septic placement.
- B. Two (2) sets of construction drawings, together with type and color of exterior materials that are used.
- C. Two (2) sets of landscape drawings.

The Developer and/or Lot Owners shall either approve or disapprove such design, location and proposed construction within 30 days after plans have been submitted; if plans are disapproved in any respect the applicant shall be notified where such plans are deficient. Approval may be withheld for any reason deemed appropriate, including aesthetic reasons, but approval will not be withheld for unreasonable or capricious reasons. A copy of each set of approved plans shall be kept on file with the Developer. Submission and approval of foregoing shall be received prior to submission of any request for building permits from the Village of Hawthorn Woods.

SECTION V: Deviations: The Developer shall have the power to enter into agreements with the owner of any lot, without the consent of the owner of any other lot, or adjoining or adjacent property, to deviate from the provisions of the covenants' restriction for reasons of practical difficulty or particular hardships which otherwise would be suffered by the owner. Any such deviation, given by written agreement, shall not constitute a waiver of any such covenant as to other lots in the property.

ARTICLE II Association

SECTION I: Declarant shall cause to be incorporated, under the laws of the State of Illinois, a not for profit corporation known as White Birch Meadows

Homeowners Association, in which each lot owner will have an interest. The Association will enable the owners of the lots to control, and maintain and administer the common facilities, to collect and reimburse the assessments and charges hereinafter created, and to manage any other aspects of the common facilities or the Property which they deem necessary. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the sole benefit of the Owners and all funds received by the Association shall be held and applied by it for the sole use and benefit of the Owners.

SECTION II: The Association shall be the governing body for all of the lot owners for the purposes of providing for the continued maintenance of all common areas, including wetlands and retention/detention areas.

SECTION III: Each lot owner shall pay a pro rata share of the common area expenses and taxes.

SECTION IV: The Developer, until such time as the Association is formed, and the Association, after such date, shall have the responsibility of maintaining all areas of drainage, detention/retention and other common areas.

All such areas of drainage, detention/retention and other common areas shall be maintained in conformity with this Declaration and all applicable ordinances, laws and regulations (collectively, "Applicable Laws"). The duly designated officials and employees of the Village of Hawthorn Woods are hereby granted an easement to enter upon, on and over all such areas for the purpose of inspecting such areas to determine whether the improvements and systems have been and are being properly maintained in conformity with all Applicable Laws.

The Village shall have the right, but not the obligation, to compel correction of a problem concerning maintenance upon the Association's failure to do so within fifteen (15) days after receipt of written notice from the Village. Notwithstanding the foregoing, no written notice shall be required in the event that the Village determines that the failure of maintenance constitutes an immediate threat to public health, safety and welfare. The Village shall also have the right to institute any proceeding at law or in equity to compel necessary maintenance activities, or, at its option, enter upon all such areas to perform or cause to be performed necessary maintenance activities.

The Village shall be entitled to complete reimbursement by the Association for all costs of enforcement actions and maintenance activities, including administrative expenses and attorney's fees. If payment for such costs is not made within thirty (30) days after demand, then, with respect to each lot, a proportionate share of such amount shall become a lien on such lot. Each such lien shall be subordinate to the lien of the first mortgage on the lot, but shall be superior to the association's assessment lien with respect to the lot for assessments which become due after the date on which the Village's lien attaches to the lot.

The easement described in this section is an easement appurtenant, running with the land; it shall at all times be binding upon the Declarant, all of its grantees and their respective heirs, successors, personal representatives and assigns, perpetually and in full force.

ARTICLE III General Restrictions

SECTION I: Land Use: Any portion of the property designated for "single-family residential" use shall be used only as dwelling lots for single family residences and shall be subject to the restrictions in this declaration. As provided in this declaration, no building shall be erected on any such lot except one dwelling designated for occupancy by a single family. No structure may be erected on any lot except as shall be provided in writing.

SECTION II: Quality: It is the intention and purpose of these covenants to insure that all structures shall be of a quality of design, workmanship and materials which are compatible and harmonious with the natural setting of the area and other structures in the development. All structures shall be constructed in accordance with applicable government building codes, in addition to other more restrictive standards as may be required.

SECTION III: Location of Structures: The location of each structure, including driveways and culverts, on a lot shall be subject to approval in writing by the Developer, giving consideration to setback line, if any, on the recorded plat, provided that each lot owner shall have a reasonable opportunity to recommend and suggest alternatives. This is for the purpose of preserving the natural setting of the area and enhancing existing features and visual continuity of the area.

SECTION IV: Nuisances:

- A. No offensive activity shall be carried on or in any premises, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No plants or seeds or other things, harboring or breeding infectious plant diseases or insects shall be introduced or maintained on any part of a lot.
- B. Household garbage and refuse will not be put out for pickup earlier than 4 hours before the scheduled pickup day or days. All garbage wet, and recyclable shall be placed in covered receptacles, unless otherwise mandated by local ordinance.

SECTION V: Temporary Structures: No trailers, mobile home, recreational vehicle, or temporary building or other structure of any kind shall be used for a residence either temporary or permanent.

SECTION VI: Construction and Occupancy: Construction of a residence shall be commenced, as evidence by the issuance of a building permit by the Village of Hawthorn Woods or other government agency having jurisdiction, within 12 months of the date that title to any lot is transferred from the Developer to a subsequent owner. Occupancy of the residence shall occur, as evidenced by a Certificate of Occupancy issued by the Village of Hawthorn Woods, within 12 months from the date the building permit is issued. In the event that construction is not commenced within the above period, the Developer, its successor and/or assigns, shall have the right to repurchase such lot at a price equivalent to seventy five (75%) per cent of the sales price of said lot when it was originally conveyed by the Developer. In the event a Certificate of Occupancy has not been issued within 12 months from the date the building permit was issued, the Developer and/or Lot Owners may assess a fine not to exceed \$100.00/day for each day in excess of the 12 month period that a Certificate of Occupancy is not issued. The 12 month time period for issuance of permit and/or issuance of Certificate of Occupancy may be extended by the Developer, in his sole discretion, only upon a showing by the owner that the commencement of construction or actual construction of the residence was delayed by Act of God, labor disputes or other matters which, in the developer's opinion, constitutes a hardship. These rights are not transferable from one owner to another. Subsequent owners must commence construction within 12 months of original sale from developer.

SECTION VII: Maintenance: All lots, whether occupied or unoccupied, and any improvements, at all times shall be maintained in such manner as to prevent their becoming unsightly, unsanitary or hazardous. No weeds, grass or plants, other than trees, bushes, flowers or other ornamental plants, shall be allowed to grow on any lot at a height over ten (10) inches. Any such vegetation shall be cut by the owner, and in the event the owner neglects to cut vegetation, the Developer shall have the right for reimbursement from the owner for all costs incurred with said cutting, including attorney fees. The Developer has the right to put a lien on the property for any costs.

SECTION VIII: Appearance: Junked vehicles, litter or other unsightly materials are prohibited. Nothing but a licensed and operable non-commercial vehicle shall be parked on any driveway subject to further restrictions herein.

SECTION IX: Other Prohibited Matters: No animals other than inoffensive common domestic household pets such as dogs or cats, shall be kept on any lot. No other animals or livestock of any kind shall be raised, bred or kept on any lot. No home occupations or profession shall be conducted on any lot except in accordance with the Village of Hawthorn Woods zoning ordinances pertaining to home occupations. Habitual outdoor parking of commercial vehicles on any lot or adjacent parking area is prohibited. Habitual parking on roadways of any motor vehicle is prohibited.

SECTION X: Easements: Developer reserves for itself, its successors and assigns, and the village, easements over each lot, and the right to ingress and egress to the extent reasonably necessary to exercise such easements as follows:

- A. Utility easements shown on any recorded plat of the property, except that if any plat fails to establish easements for such purposes, then a 10 foot strip running along side lot lines, front lot line and rear lot line of dwelling lots is reserved for the installation and maintenance of utility facilities and related usage.
- B. The owner shall not place any structure on any such easements and shall be responsible for maintaining the easements and any damage caused by user of right to the easement shall be repaired by such user.

ARTICLE IV
Building Requirements

SECTION I: Building Location:

- A. No building or structure of any kind or size, or any part thereof, shall be permitted in front or side yards established by building lines depicted on lot surveys, whether at or above ground level.
- B. For the purposes of this covenant, steps and porches shall not be considered as a part of a building; provided that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

SECTION II: Quality and Size:

- A. The finished floor area of the single family dwelling exclusive of porches, basements and garages shall not be less than 2600 square feet living area for a one-story single family dwelling, and not less than 3200 square feet living area for a two-story single family dwelling. Walkout basements shall not be construed as part of the square footage requirement. These restrictions can be waived for house design of lesser square footage because of exceptional design or circumstances. Such waiver should be applied for at the times plans are submitted. No dwelling shall exceed two stories, except where the topography will permit a walk-out basement.
- B. A minimum of a two-car garage shall be built at the same time as the private residence and must be built as an integral and permanent part of said residence.
- C. No outside wall face shall be of asphalt brick siding, asphalt shingle siding, cement block or imitation stone siding. All brick walls of a residence shall be of like quality. All freestanding buildings shall have the same material or harmonious materials used on all exterior walls. The extensive use of face brick or stone masonry shall be encouraged and blended with other materials. Exterior construction materials shall be limited to cedar or redwood wood, brick, stone or stucco veneer or vinyl siding, plywood siding or Douglas fir. Roofing materials shall be limited to heavy dimensional fiberglass or asphalt, shingles, slate or cedar

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shakes. All materials used must be in accordance with Village of Hawthorn Woods building and architectural codes.

- D. Dissimilar in design: Buildings of like exterior design may not be erected within 2500 linear feet in any direction. Buildings shall be considered to be of like exterior design unless they have substantially different floor plans and exterior appearance.
- E. Any structure on any lot must be completed before it can be occupied or used for residential purposes. Completion must occur within one year from the date a building permit is issued by the Village of Hawthorn Woods.
- F. No lots in this subdivision may be divided or resubdivided into smaller lots or parcels of land.
- G. Location for driveways shall be in accordance with declaration restrictions and completed within 6 months of completion of structure.
- H. Each lot owner shall install and maintain a mail and newspaper receptacle at locations designated by postal authorities.
- I. No fences or above ground swimming pools shall be constructed on any lot, in accordance with codes of the Village of Hawthorn Woods.

SECTION III: Road Maintenance: Any cleaning of or repair to public roads, right-of-ways, parkways, or curbs, due to damage by individual lot owners during construction of their residence, must be done by the individual owners on a timely basis, as determined by the developer. In the event the owner neglects to clean or repair these areas, the Developer shall have the right for reimbursement from the owner for all expenses incurred in cleaning repair, including reasonable attorney fees.

SECTION IV: Parking: No trailers, buses, trucks, motor homes, construction equipment, inoperable vehicles, unlicensed vehicles or similar articles shall be stored or placed on any lot unless it is in a permanent enclosed structure. Excepted from this provision would be construction equipment necessary and incidental to actual construction or excavation on any lot.

SECTION V: Construction Refuse: No lot shall be used or maintained as a dumping ground. Trash, garbage or other wastes shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All lots must be kept free of construction debris at all times.

ARTICLE V
Well and Septic

SECTION I: Sanitary disposal for each lot shall be by means of a septic system or other approved method designed by a registered professional engineer. Before installation, the design plans for the system shall be submitted to and a permit for installation obtained from Lake County or any other governmental authority having jurisdiction. All costs for design, permits and inspections of the system shall be borne by the lot owner. No sewage disposal system shall be permitted on any lot unless it is designed, located, constructed and maintained in accordance with the requirements, standards and recommendations of the appropriate public health authority.

SECTION II: Water for each lot shall be by means of a private well, pump and pressure tank system, as approved by the appropriate governing body. Any such system as installed shall be subject to inspection and approval by the governing body. The cost of design, permit and test of the system and water shall be borne by the lot owner.

ARTICLE VI

Upon sale of 75% of the lots in White Birch Meadows Subdivision, the majority of the lot owners shall assume the responsibilities in Article I.

Upon sale of 75% of the lots in White Birch Meadows Subdivision, the vote of a majority of the lot Owners shall be conclusive as to all issues.

ARTICLE VII

Owners of lots in White Birch Meadows shall not be entitled to the use of any amenities or common areas of White Birch Lakes.

ARTICLE VIII

It is understood that the covenants and restriction herein shall attach to and run with the land for the benefit of all persons who now own or may own property in White Birch Meadows Subdivision. It shall be lawful for grantor, its successor and assigns and the owners of any lots to be conveyed in said subdivision, to institute any proceedings at law or in equity against any persons, including trustees, violating any restriction or covenants herein, and to recover any damages suffered because of such violations. Any party found to be in violation of these covenants by a court of jurisdiction shall be responsible for all reasonable costs and fees, including, but not limited to, attorney, architectural and engineering fees.

Developer reserves the right to add additional residential subdivision property by subsequent declarations. All property added shall be bound by this Declaration and any amendments.

ARTICLE VIII

Notwithstanding any of the provisions of this Declaration to the contrary, any modification or amendment hereto that affects any rights of the Village of Hawthorn Woods shall not be effective until approved by the Village, such approval to be evidences by a resolution or ordinance duly passed by the President and Board of Trustees.

HARRIS TRUST AND SAVINGS BANK F/K/A
HARRIS BANK PALATINE
w/t/a HTB 1189 dated
August 2, 2002. AND NOT PERSONALLY

By Mary M. Bray
its Mary M. Bray, Trust Officer

DATED: 8/16/02

**SEE EXCULPATORY RIDER ATTACHED
HERETO AND MADE A PART HEREOF**

ATTEST: Elizabeth Cordova
Elizabeth Cordova
AVP & Land Trust Officer

WHITE BIRCH MEADOWS, LLC

By: Matthew Mancini
its MEMBER

DATED: 8/16/02

EXCULPATORY RIDER

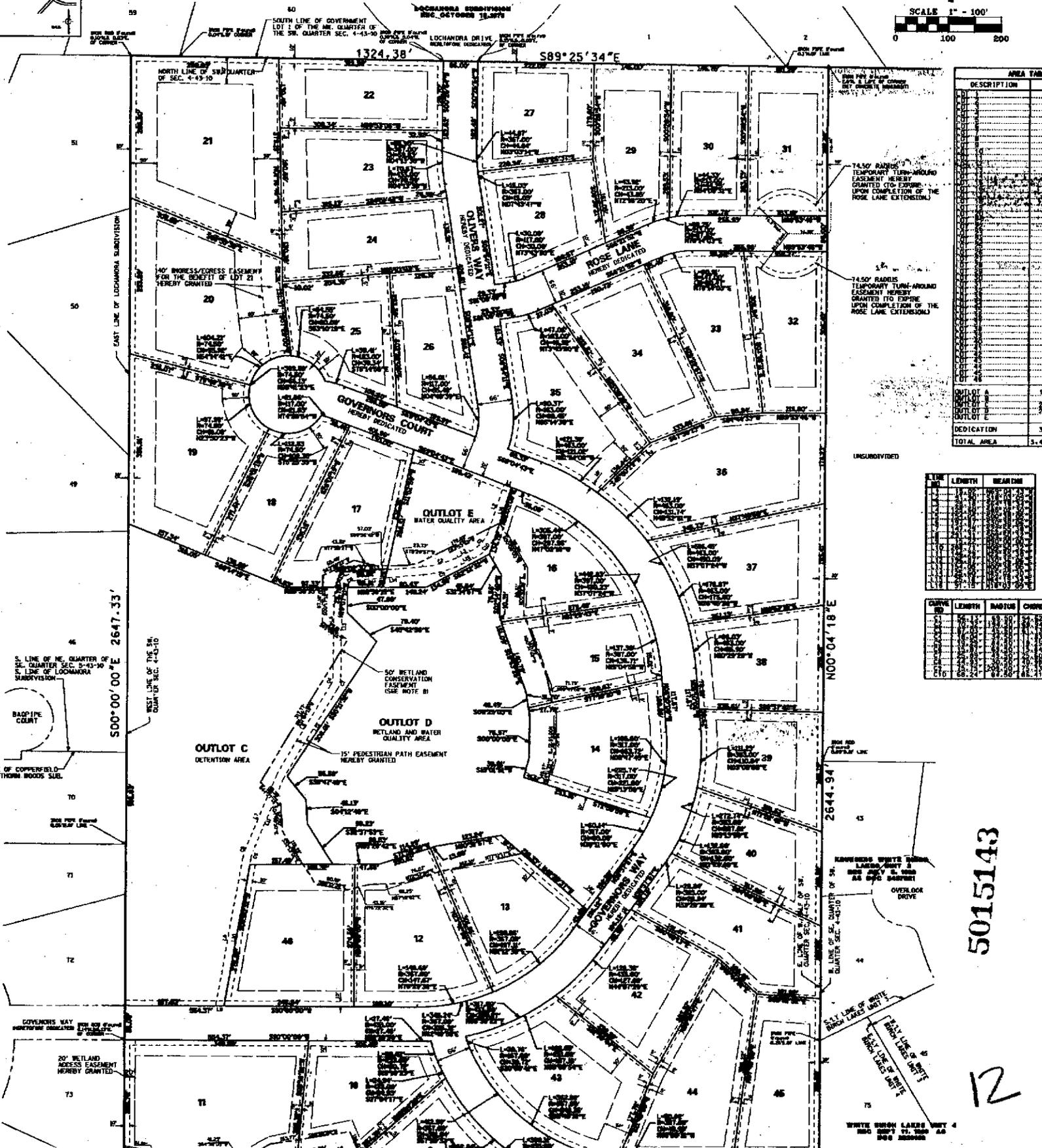
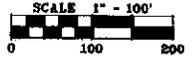
This instrument is executed by the Harris Trust and Savings Bank as Trustee under the provisions of a Trust Agreement dated 8/2/02, and known as Trust no. HTB1189, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Harris Trust and Savings Bank warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Harris Trust and Savings Bank in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the Harris Trust and Savings Bank on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existant Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

FINAL PLAT OF SUBDIVISION OF WHITE BIRCH MEADOWS

BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST
QUARTER OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 10 EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS

BASIS OF BEARINGS:
LOCHANDORA SUBDIVISION
REC. OCTOBER 18, 1979

PL1444-04-300-0
DEVELOPERS:
OLSON E. DAVIS &
332 S. ARTHUR AV.
ARLINGTON HEIGHTS
60417 288-1818
NICHOLS GROVE, P.C.
578 WEST COLfax
PALATKA, IL 60067
847-708-9494



AREA TABLE	
DESCRIPTION	ACRES
LOT 11	1.11
LOT 12	1.11
LOT 13	1.11
LOT 14	1.11
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OUTLOT B	0.11
OUTLOT C	0.11
OUTLOT D	0.11
OUTLOT E	0.11
DEDICATION	36.00
TOTAL AREA	34.45

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31	1324.38'	1324.38'	1324.38'
32	1324.38'	1324.38'	1324.38'
33	1324.38'	1324.38'	1324.38'
34	1324.38'	1324.38'	1324.38'
35	1324.38'	1324.38'	1324.38'
36	1324.38'	1324.38'	1324.38'
37	1324.38'	1324.38'	1324.38'
38	1324.38'	1324.38'	1324.38'
39	1324.38'	1324.38'	1324.38'
40	1324.38'	1324.38'	1324.38'
41	1324.38'	1324.38'	1324.38'
42	1324.38'	1324.38'	1324.38'
43	1324.38'	1324.38'	1324.38'
44	1324.38'	1324.38'	1324.38'
45	1324.38'	1324.38'	1324.38'
46	1324.38'	1324.38'	1324.38'

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