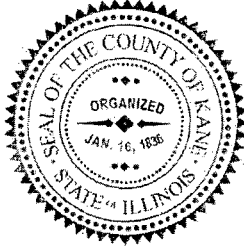


# COUNTY OF KANE

Christopher J. Lauzen  
Kane County Board Chairman



Kane County Government Center  
719 South Batavia Avenue  
Geneva, IL 60134  
P: (630) 232-5930  
F: (630) 232-9188  
clauzen@kanecoboard.org  
www.countyofkane.org

## DOCUMENT VET SHEET

for  
Christopher J. Lauzen  
Chairman, Kane County Board



Name of Document: Temporary Non-Exclusive Easement Purchase Agreement

For Anderson Road, Kane County

Section #01-0027-00-BR

Submitted by: Carl Schoedel 

Date Submitted: April 10, 2013

Examined by: Patrick Jaeger  
(Print name)

  
(Signature)

04-10-13  
(Date)

Post on the Web: YES  NO  Atty. Initials gry

Comments:

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Chairman signed: YES  NO  4/12/2013  
(Date) ekw

Document returned to: KDOT  
(Name/Department)

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 12 - 201

ACQUISITION OF HIGHWAY RIGHT OF WAY  
ANDERSON ROAD EXTENSION  
KANE COUNTY SECTION NO. 01-00274-00-BR  
PARCEL NO. 0008TE

WHEREAS, the County of Kane is authorized by law, pursuant to the Illinois Compiled Statutes, 605 ILCS 5/5-801 (2010), to acquire real property for highway purposes by negotiated purchase or eminent domain proceedings; and

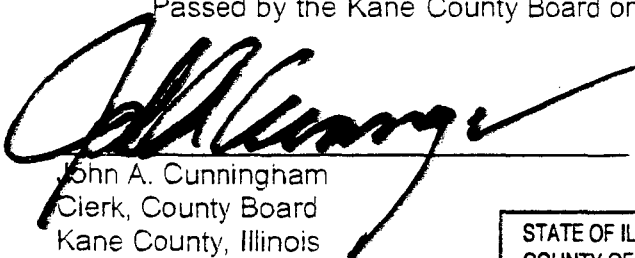
WHEREAS, the County of Kane has developed right of way plans for the extension of Anderson Road, Kane County Sec. No. 01-00274-00-BR; and

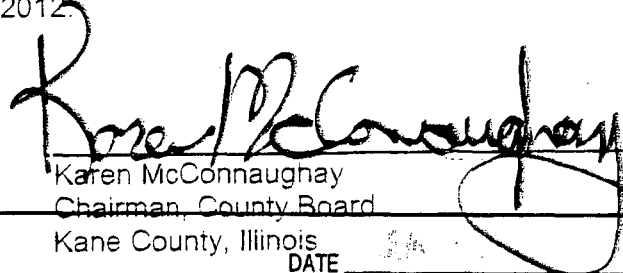
WHEREAS, State Bank of Geneva as Trustee under a Trust Agreement dated December 22, 1997 and known as Trust No. 847, the property owner of Anderson Road Parcel No. 0008TE which is legally described in Exhibit "A" attached hereto (a copy of which is on file in the office of the Kane County Clerk), have offered to grant, and sell an easement over, under, upon and through said property to the County of Kane for the amount of Two Thousand Three Hundred Twenty Five Dollars (\$2,325.00).

NOW, THEREFORE, BE IT RESOLVED, by the Kane County Board that the County of Kane accept the offer of State Bank of Geneva as Trustee under a Trust Agreement dated December 22, 1997 and known as Trust No. 847, the property owner of Anderson Road Parcel No. 0008TE to grant, and sell an easement over, under, upon and through said property to the County of Kane for the total amount of Two Thousand Three Hundred Twenty Five Dollars (\$2,325.00) to be paid from the Motor Fuel Tax Local Option Fund No. 304, Line Item No. 74010 (Highway Right-of-Way) and the Chairman of the Kane County Board is hereby authorized and directed to execute a contract and possession agreement(s) therefor.


Line item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds <u>currently</u> available for this personnel/item/service in the specified line item?	If funds are not currently available in the specified line item, where are the funds available?
304.520.524.74010	Highway Right-of-Way	Yes	Yes	

Passed by the Kane County Board on June 12, 2012.

  
 John A. Cunningham  
 Clerk, County Board  
 Kane County, Illinois

  
 Karen McConnaughay  
 Chairman, County Board  
 Kane County, Illinois

Vote:  
 Yes 24  
 No      
 Voice      
 Abstentions      
 6ANDRSNROW0008TE.4PJ

STATE OF ILLINOIS  
 COUNTY OF KANE  
 DATE      
 I, John A. Cunningham, Kane County Clerk and Keeper of the Records in Kane County, Illinois do hereby certify that the attached is a true and correct copy of the original record on file. In witness whereof, I have hereunto set my hand and affix the Seal of the County of Kane at my office in Geneva, Illinois  
  
 John A. Cunningham, Kane County Clerk

## EXHIBIT "A"

Parcel No. 0008TE

Part of the Northwest Quarter of Fractional Section 4, Township 39 North, Range 7 East of the Third Principal Meridian, more particularly described as follows:

Commencing at the intersection of the West line of said Northwest Quarter of said Fractional Section 4 and the Northerly right of way line of the Union Pacific Railroad, as monumented and occupied; thence North 00 degrees 10 minutes 45 seconds East, along said West line, 656.30; thence Southeasterly 63.99 feet, along a non-tangential curve to the left, said curve having a radius of 593.73 feet, a chord that bears South 68 degrees 46 minutes 45 seconds East and a chord distance of 63.96 feet; thence South 13 degrees 46 minutes 17 seconds West, along a non-tangential line, 111.54 feet for the Point of Beginning; thence North 13 degrees 46 minutes 17 seconds East, 51.14 feet; thence South 88 degrees 21 minutes 07 seconds East, 851.79 feet; thence South 01 degrees 38 minutes 53 seconds West, 50.00 feet; thence North 88 degrees 21 minutes 07 seconds West, 862.43 feet to the Point of Beginning, in Kane County, Illinois.

Said parcel containing 0.984 acres (42,858 square feet), more or less.

## TEMPORARY NON-EXCLUSIVE EASEMENT SALE AGREEMENT

This Agreement entered into by and between the State Bank of Geneva as Trustee under a Trust Agreement dated December 22, 1997 and known as Trust No. 847, whose address is 22 South Fourth Street, Geneva, Illinois 60134, (hereinafter referred to as the "Seller") and the County of Kane, a body corporate and politic of the State of Illinois whose address is 719 South Batavia Avenue, Geneva, Illinois 60134 (hereinafter referred to as the "Buyer"). The Seller and the Buyer are hereinafter sometimes collectively referred to as the "Parties" and each individually sometimes as a "Party".

### WITNESSETH

**Whereas**, the Seller owns certain Real Estate located within and adjacent to the route of the proposed extension of Anderson Road generally lying between Illinois State Route 38 and Kane County Highway No. 41 (also known as Keslinger Road), (hereinafter the "Improvement") which Real Estate is located adjacent to the east side of the Village of Elburn between Keslinger Road and Illinois state Route 38, near the Village of Elburn, (P.I.N.: 11-05-200-005) in the County of Kane, State of Illinois. Said Real Estate is legally described in Exhibit "A" which is attached hereto incorporated herein and made a part hereof and is hereinafter referred to as the "Real Estate"; and,

**Whereas**, the Buyer desires to acquire a temporary easement for highway construction and drainage purposes (hereinafter the "Temporary Easement") from the Seller, over, under upon and though a part of the Real Estate. That part of the Real Estate over, under upon and though which the Buyer desires to acquire from the Seller a temporary easement for highway purposes is legally described in Exhibit "B" which is attached hereto, incorporated herein and made a part hereof and is hereinafter referred to as the "Temporary Easement Premises". The Real Estate minus the Temporary Easement Premises is hereinafter referred to as the "Remainder"; and,

**Whereas**, the Improvement is more particularly set forth in detail in the plans therefor entitled Plans for Proposed Public Aid Highway FAU Route 2330/Anderson Road from Keslinger Road to Illinois Route 38; dated June 14, 2012 by HR Green, which plans are incorporated herein by reference and made part hereof as Exhibit "B" (hereinafter referred to as the "Plans"); and,

**NOW THEREFORE** in consideration of the preambles set forth hereinabove and for good and valuable consideration, the sufficiency of which is agreed to by the Parties hereto, both the Buyer and the Seller agree as follows, to wit:

1. The Parties hereto acknowledge and agree that the preambles as set forth hereinabove are made a part of and incorporated into this Agreement.
2. The Buyer agrees to purchase and the Seller agrees to sell and grant the Temporary Easement for highway construction and drainage purposes over, under upon and though the Temporary Easement Premises as shown on Exhibit "B" on the terms and conditions contained herein.

3. The Parties also acknowledge and agree that the grant of Temporary Easement as set forth in this Agreement is a transaction entered into by the Seller under threat of eminent domain (condemnation) by the Buyer pursuant to the Eminent Domain Act of the Illinois Compiled Statutes (735 ILCS 5/7-101 *et seq.*).
4. The total purchase price for the Temporary Easement shall be \$2,325.00 (hereinafter the "purchase price"). The purchase price shall be tendered by wire transfer from the Buyer to the Seller at closing minus any applicable prorations.
5. Closing and possession shall be at 1:00 p.m. on or before the \_\_\_\_ day of April 2013 at the offices of the Chicago Title Insurance Company in Geneva, Illinois or as otherwise may be agreed to by the Parties hereto (hereinafter "closing"). The closing date is legally significant to the Buyer and the Seller. The Parties understand that when this Agreement is signed by both the Buyer and the Seller, the closing date may only be changed by mutual agreement of the Parties.
6. At closing the Seller shall grant to the Buyer the Temporary Easement over, under upon and through the property described in Exhibit "B" on the same terms and conditions and in the same form as contained and otherwise set forth in the temporary easement agreement set forth in Exhibit "C", (hereinafter the "Temporary Easement Agreement") which Temporary Easement Agreement is attached hereto and incorporated herein. Said fully executed Temporary Easement Agreement shall be tendered to the Buyer from the Seller at closing.
7. The Buyer shall be responsible for the cost of and recording the Temporary Easement Agreement.
8. The Seller agrees to leave the Temporary Easement Premises in the same condition as exists as of the date of this Agreement. If the Temporary Easement Premises is not in the same condition at the time of closing, the Buyer shall be entitled to demolish any real or personal property located thereon and/or dispose of the same without credit or reimbursement to the Seller for the value thereof and the Seller agrees to pay all costs incurred by the Buyer for said removal and disposal thereof within 30 days of receipt of an invoice therefor from the Buyer. The provisions of this paragraph shall survive the closing.
9. The Buyer shall prepare a plat of survey for the Temporary Easement Premises and shall also prepare for the signature of the Seller, which will be executed by the Seller at closing, the Temporary Easement Agreement, the affidavit of title and any documents as required by the Buyer and the Internal Revenue Code. The Buyer shall provide to the Seller prior to closing a copy of the plat of survey and the title commitment. All closing documents shall be subject to the reasonable approval of the Seller. The Seller's execution of this Agreement represents the Seller's approval of all closing documents attached hereto. At closing the Seller shall provide to the Buyer written consent of any mortgagee of the Temporary Easement Premises.

10. The Seller agrees to cooperate with the Buyer and execute any documents that may be reasonably required by the Buyer, the Federal Highway Administration or the Illinois Department of Transportation. The provisions of this paragraph shall survive the closing.
11. The Buyer acknowledges that it has reviewed and approved the title commitment dated May 24, 2012 (effective January 10, 2011), prepared by Chicago Title Insurance Company (hereinafter the "Insurer") as Order No. 577763. At closing the Seller shall direct the Insurer to disburse funds derived from the purchase price to liquidate any indebtedness secured or evidenced by any liens, mortgages or security interests as set forth in the Insurer's Schedule B exceptions.
12. If prior to the delivery of the deed hereunder, the Temporary Easement Premises or any part thereof is materially damaged by any casualty, the Buyer shall have the option of terminating this Agreement with no liability therefor accruing to the Buyer.
13. Seller represents that no notice has been received of any zoning, building, fire or health code violations, environmental regulation or of any pending special assessment proceedings affecting the Temporary Easement Premises which have not yet been corrected.
14. Any and all notices given pursuant to this Agreement shall be in writing and signed by the Seller and the attorney for the Buyer and shall be given by certified mail or in person at the addresses herein below. Notice to any one of a multiple person party shall be notice to all.

**Seller:** State Bank of Geneva as Trustee under Trust No. 847  
c/o Shodeen Inc.  
Attn. Dave Patzelt  
17 North First Street  
Geneva, Illinois 60134

**Buyer:** County of Kane  
c/o The Kane County Division of Transportation  
Attn.: Patrick Jaeger Special Assistant States Attorney  
41W011 Burlington Road  
St. Charles, Illinois 60175

15. The date of this Agreement shall be the last date of acceptance of this Agreement as provided herein below.
16. If this Agreement is terminated without Buyer's fault, or if Seller defaults hereunder, Buyer may elect either to: (i) terminate Buyer's obligations under this Agreement by written notice to Seller, or alternatively (ii) Buyer may file an action for specific performance of this Agreement to compel Seller to convey subject to the Permitted Exceptions and Survey Matters with a set off for liens of a definite and ascertainable amount and with Seller being liable for all costs, (including but not limited to litigation costs), fees and expenses incurred

by Buyer in pursuing that remedy if Buyer prevails in such action. If Buyer defaults hereunder, then Seller may terminate this Agreement, in which event the Seller may pursue the remedy of specific performance with Buyer being liable for all costs, (including but not limited to litigation costs), fees and expenses incurred by Seller in pursuing that remedy, if Seller prevails in such action.

17. Seller hereby represents and warrants to the best of the Seller's knowledge to Buyer as follows, which representations and warranties shall be deemed remade by Seller to Buyer at the closing, and which shall survive the closing:
  - (a) To Seller's knowledge, there is no pending or threatened litigation affecting the Temporary Easement Premises, nor to the best knowledge and belief of Seller is any such litigation contemplated by any party;
  - (b) Seller has received no notice of, and has no actual knowledge of, any change that is contemplated with respect to the zoning of the Temporary Easement Premises, the availability of utility services to the Temporary Easement Premises, violation of any existing law, municipal ordinance or other governmental regulation, contemplated or threatened condemnation, or any other matter which would affect the Temporary Easement Premises;
  - (c) Seller has the authority to execute and perform the terms of this Agreement; and,
  - (d) Seller has not received notice of any violations of local, state or federal laws including environmental laws, rules or regulations concerning the Temporary Easement Premises.
18. From and after the date hereof and so long as this Agreement is in effect, Seller shall not, without Buyer's prior written consent, execute any lease, license, easement or other agreement affecting the Temporary Easement Premises that will survive the closing. The Seller has disclosed and the Buyer acknowledges the existing farm lease on the Right of Way for the 2012 crop year.
19. The Parties acknowledge and agree that in the event that closing does not occur by the close of business on April \_\_\_\_ 2013, then this Agreement is voidable at the sole option of the Buyer.
20. The Seller has established specifications and elevations for the Seller's proposed residential and commercial development of the Remainder. If the Buyer awards a contract for the construction of the Improvement, the Buyer agrees to construct and complete within thirty (30) months after closing the proposed storm water detention basin located north of the Union Pacific railroad tracks and east of proposed Anderson Road as depicted in the Plans in conformance with said Plans. Specifically, the Buyer agrees that the inlet, outlet, shape, top and bottom of berm elevations to be constructed by the Buyer as set forth in the Plans shall be designed and constructed so that said elevations conform to those provided by the Plans. The provisions of this paragraph shall survive the closing. In the event that the Buyer decides not proceed with the construction of the Improvement, the Seller retains its rights to temporary easements premises and the use thereof.

21. The Buyer and their engineers and contractors will exercise all reasonable care as to not interfere or damage improvements completed by the Seller either before or after the grant of Temporary Easement as long as said improvements do not interfere with the Buyer's use and enjoyment of the Temporary Easement Premises. Seller retains rights to assign any Permits to others; however no Permit may be assigned without the express written consent of the Kane County Engineer, whose approval shall not be unreasonably withheld.
22. Upon completion of the Improvement the Buyer shall provide to the Seller a copy of the Improvement's "as built" plans upon receipt thereof from the Buyer's consulting engineers.
23. This Agreement may be amended only in writing upon the signature of all Parties hereto; no oral amendment shall be allowed.
24. This Agreement is executed and submitted by the Seller to the Buyer as of the date set forth below. A duplicate original of this Agreement, duly executed by the Seller shall be delivered to the Buyer not later than 10 business days from such date.
25. The Buyer shall maintain the Temporary Easement Premises in a reasonable mowed, landscaped manner during the term of the Temporary Easement.
26. The Temporary Easement Agreement shall expire on the earlier of thirty (30) months from closing or twelve months after substantial completion of the Improvement.

SIGNATURE PAGE FOLLOWS:



IN WITNESS WHEREOF, the Seller has executed this Agreement as of the 12<sup>th</sup> day of April 2013 at Geneva, Illinois.

Date of Offer 4/12/13

Date of Acceptance 4/12/13

Seller: \_\_\_\_\_

Buyer: Christopher J. Lauzen

State Bank of Geneva as Trustee under  
a Trust Agreement dated December 22,  
1997 and known as Trust No. 847

Christopher J. Lauzen  
Chairman, County Board of  
Kane County

By: Gary J. Moline  
Title: Vice Pres/Trust Officer

Address: 719 South Batavia Avenue  
Geneva, Illinois 60134

Address: 17 North First Street  
Geneva, Illinois 60134

Fed. Tax I. D. No. 15-5378638

## EXHIBIT LIST

Exhibit "A" State Bank of Geneva as Trustee under Trust No. 847 holdings between Rt. 38 and Keslinger Rd.

Exhibit "B" Temporary Easement Premises

Exhibit "C" Temporary Easement Agreement

## EXHIBIT "A"

### PARCEL ONE:

THE PART OF LOTS 2, 11 AND 12 IN BLOCK 16 OF JOHNSON'S PLAT OF THE VILLAGE OF BLACKBERRY (NOW ELBURN), DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID BLOCK 16, 88 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTHWESTERLY ALONG A LINE TO THE NORTH OF SAID LOT 11, SAID LINE IF EXTENDED WOULD INTERSECT THE SOUTH LINE OF SAID BLOCK AT A POINT 100 FEET 4 INCHES EAST OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID BLOCK 121.11 FEET TO THE SOUTH LINE OF SAID BLOCK; THENCE EAST ALONG THE SOUTH LINE OF SAID BLOCK TO THE SOUTHEAST CORNER OF SAID BLOCK; THENCE NORTH ALONG SAID EAST LINE OF BLOCK 16 TO THE POINT OF BEGINNING, ALL IN THE VILLAGE OF ELBURN, KANE COUNTY, ILLINOIS. TOGETHER WITH THAT PART OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF BLOCK 8 OF JOHNSON'S PLAT OF THE VILLAGE OF BLACKBERRY (NOW ELBURN) WITH THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTHEASTERLY, ALONG SAID SOUTHERLY LINE, 354.50 FEET; THENCE SOUTHERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 30.0 FEET; THENCE SOUTHEASTERLY, AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, ALONG SAID SOUTHERLY LINE, 2320.0 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTHERLY, AT AN ANGLE OF 95 DEGREES 30 MINUTES, MEASURED COUNTERCLOCKWISE FROM SAID SOUTHERLY LINE, ALONG SAID EAST LINE, 804.72 FEET; THENCE NORTHWESTERLY, AT AN ANGLE OF 84 DEGREES 30 MINUTES, MEASURED COUNTERCLOCKWISE FROM SAID EAST LINE, PARALLEL WITH SAID SOUTH LINE 2670.07 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID BLOCK 8; THENCE NORTHERLY AT AN ANGLE OF 95 DEGREES 36 MINUTES 21 SECONDS, MEASURED COUNTERCLOCKWISE FROM SAID PARALLEL LINE ALONG SAID SOUTHERLY EXTENSION, 835.01 FEET TO THE POINT OF BEGINNING, IN BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS.

### LESS AND EXCEPT FROM PARCEL ONE THE FOLLOWING:

THAT PART OF A TRACT OF LAND IN FRACTIONAL SECTION 4 AND IN FRACTIONAL SECTION 5, ALL IN TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID FRACTIONAL SECTION 4; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 26 MINUTES 25 SECONDS WEST ALONG THE EAST LINE OF SAID WEST HALF 81.60 FEET; THENCE NORTH 83 DEGREES 58 MINUTES 54 SECONDS WEST 121.88 FEET; THENCE NORTH 80 DEGREES 43 MINUTES 34 SECONDS WEST 336.38 FEET; THENCE WESTERLY 88.58 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 341.88 FEET, THE CHORD OF SAID CURVE BEARS NORTH 88 DEGREES 55 MINUTES 11 SECONDS WEST 88.33 FEET; THENCE SOUTH 82 DEGREES 44 MINUTES 45 SECONDS WEST 741.55 FEET; THENCE NORTH 84 DEGREES 25 MINUTES 02 SECONDS WEST 721.01 FEET; THENCE NORTH 83 DEGREES 46 MINUTES 26 SECONDS WEST 543.42; THENCE NORTH 68 DEGREES 21 MINUTES 43 SECONDS WEST 1006.08 FEET; THENCE NORTH 83 DEGREES 25 MINUTES 51 SECONDS WEST 124.47 FEET; THENCE SOUTH 06 DEGREES 13 MINUTES 14 SECONDS WEST 537.03 FEET; THENCE NORTH 83 DEGREES 44 MINUTES 44 SECONDS WEST 1101.49 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 35 SECONDS EAST 170.38 FEET; THENCE NORTH 84 DEGREES 05 MINUTES 24 SECONDS WEST 554.12 FEET TO THE EAST LINE OF JOHNSON'S PLAT OF THE VILLAGE OF BLACKBERRY (NOW MAP OF ELBURN); THENCE NORTH 00 DEGREES 19 MINUTES 26 SECONDS EAST ALONG SAID EAST LINE 507.92 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD AS STAKED AND OCCUPIED, SAID LINE BEING 50.00 FEET SOUTHERLY OF (AS MEASURED AT RIGHT ANGLES TO)

THE CENTERLINE OF THE MAIN TRACK OF SAID RAILROAD; THENCE SOUTH 84 DEGREES 05 MINUTES 10 SECONDS EAST ALONG SAID RAILROAD RIGHT OF WAY LINE 351.59 FEET; THENCE SOUTH 05 DEGREES 54 MINUTES 50 SECONDS WEST ALONG THE WEST LINE OF THE EXISTING CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY LINE PER DOCUMENT NUMBER 9401, RECORDED MAY 6, 1890, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RAILROAD RIGHT OF WAY LINE OF SAID DOCUMENT NUMBER 9401, SAID LINE BEING 80.00 FEET SOUTHERLY OF (AS MEASURED AT RIGHT ANGLES TO) THE CENTERLINE OF THE MAIN TRACK OF SAID RAILROAD THENCE SOUTH 84 DEGREES 05 MINUTES 10 SECONDS EAST ALONG SAID SOUTHERLY RAILROAD RIGHT OF WAY LINE 2320.00 FEET TO THE EAST LINE OF SAID DOCUMENT NUMBER 9401 ; THENCE NORTH 00 DEGREES 17 MINUTES 37 SECONDS EAST ALONG SAID EAST LINE OF DOCUMENT NUMBER 9401 A DISTANCE OF 30.14 FEET TO SAID SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD AS STAKED AND OCCUPIED, SAID LINE BEING 50.00 FEET SOUTHERLY OF (AS MEASURED AT RIGHT ANGLES TO) THE CENTERLINE OF THE MAIN TRACK OF SAID RAILROAD; THENCE SOUTH 84 DEGREES 05 MINUTES 10 SECONDS EAST ALONG SAID RAILROAD RIGHT OF WAY LINE 2655.56 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID FRACTIONAL SECTION 4; THENCE SOUTH 00 DEGREES 21 MINUTES 16 SECONDS WEST ALONG EAST LINE 180.63 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

THAT PART OF THE SOUTH HALF OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION; THENCE NORTHERLY, ALONG THE WEST LINE THEREOF, 1021.76 FEET TO THE NORTHWEST CORNER OF BLACKBERRY CEMETERY PROPERTY; THENCE CONTINUING NORTHERLY, ALONG SAID WEST, 224.60 FEET TO THE SOUTHWEST CORNER OF PROPERTY DESCRIBED IN DOCUMENT NO. 1558578; THENCE EASTERLY AT AN ANGLE OF 91 DEGREES 25 MINUTES 08 MINUTES, MEASURED COUNTERCLOCKWISE FROM SAID WEST LINE, ALONG THE SOUTH LINE OF PROPERTY DESCRIBED IN SAID DOCUMENT, 299.53 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE NORTHERLY, AT AN ANGLE OF 91 DEGREES 27 MINUTES, MEASURED CLOCKWISE FROM SAID SOUTH LINE, PARALLEL WITH THE SAID WEST LINE OF SAID SECTION, 438.15 FEET TO THE SOUTHWEST CORNER OF KESLINGER'S SUBDIVISION; THENCE EASTERLY, AT AN ANGLE OF 90 DEGREES 38 MINUTES, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG THE SOUTH LINE OF SAID SUBDIVISION, 160.0 FEET; THENCE SOUTHERLY, AT AN ANGLE OF 89 DEGREES 22 MINUTES, MEASURED COUNTERCLOCKWISE FROM SAID SOUTH LINE, 15.0 FEET; THENCE EASTERLY, AT AN ANGLE OF 89 DEGREES 22 MINUTES, MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG THE SOUTH LINE OF SAID SUBDIVISION, 105.0 FEET; THENCE NORTHERLY AT AN ANGLE OF 90 DEGREES 38 MINUTES, MEASURED CLOCKWISE FROM SAID SOUTH LINE, ALONG THE EAST LINE OF LOT 6 OF SAID SUBDIVISION, 110.0 FEET TO THE SOUTHWEST CORNER OF LOT 8 OF SAID SUBDIVISION; THENCE EASTERLY, AT AN ANGLE OF 90 DEGREES 38 MINUTES, MEASURED COUNTERCLOCKWISE FROM SAID EAST LINE, ALONG A SOUTH LINE OF SAID SUBDIVISION AND SAID LINE EXTENDED, 230.10; THENCE EASTERLY, AT AN ANGLE OF 181 DEGREES 19 MINUTES 02 SECONDS MEASURED COUNTERCLOCKWISE FROM SAID SOUTH LINE, 926.45 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING EASTERLY, ALONG THE LAST DESCRIBED COURSE, 1318.23 FEET; THENCE SOUTHERLY, AT AN ANGLE OF 88 DEGREES 24 MINUTES 41 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 479.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION THAT IS 936.0 FEET WESTERLY OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE EASTERLY, AT AN ANGLE OF 89 DEGREES 53 MINUTES, MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID SOUTH LINE, 936.0 FEET TO SAID SOUTHEAST CORNER; THENCE NORTHERLY, AT AN ANGLE OF 90 DEGREES 31 MINUTES, MEASURED CLOCKWISE FROM SAID SOUTH LINE, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER, 976.19 FEET; THENCENORTHWESTERLY, AT AN ANGLE OF 95 DEGREES 30 MINUTES, MEASURED CLOCKWISE FROM SAID EAST LINE, PARALLEL WITH THE SOUTHERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD, 2268.60 FEET; THENCE SOUTHERLY, AT AN ANGLE

OF 84 DEGREES 23 MINUTES 39 SECONDS, MEASURED CLOCK WISE FROM SAID PARALLEL LINE, 768.83 FEET TO THE POINT OF BEGINNING, ALL IN BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL THREE:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION; THENCE NORTHERLY, ALONG THE WEST LINE THEREOF, 1021.76 FEET TO THE NORTHEAST CORNER OF BLACKBERRY CEMETERY PROPERTY; THENCE CONTINUING NORTHERLY ALONG SAID WEST LINE, 224.60 FEET TO THE SOUTHWEST CORNER OF PROPERTY DESCRIBED IN DOCUMENT NO. 1558578; THENCE EASTERLY, AT AN ANGLE OF 91 DEGREES 25 MINUTES 08 SECONDS, MEASURED COUNTERCLOCKWISE FROM SAID WEST LINE ALONG THE SOUTH LINE OF PROPERTY DESCRIBED IN SAID DOCUMENT, 299.53 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY, THENCE NORTHERLY, AT AN ANGLE OF 91 DEGREES 27 MINUTES, MEASURED CLOCK WISE FROM SAID SOUTH LINE, PARALLEL WITH SAID THE WEST LINE OF SAID SECTION, 438.15 FEET TO THE SOUTHWEST CORNER OF KESLINGER'S SUBDIVISION; THENCE EASTERLY AT AN ANGLE OF 90 DEGREES 38 MINUTES, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG THE SOUTH LINE OF SAID SUBDIVISION, 160.0 FEET; THENCE SOUTHERLY, AT AN ANGLE OF 89 DEGREES 22 MINUTES MEASURED COUNTERCLOCKWISE FROM SAID SOUTH LINE 15.0 FEET; THENCE EASTERLY AT AN ANGLE OF 89 DEGREES 22 MINUTES, MEASURED CLOCK WISE FROM THE LAST DESCRIBED COURSE, ALONG THE SOUTH LINE OF SAID SUBDIVISION, 105.0 FEET; THENCE NORTHERLY AT AN ANGLE OF 90 DEGREES 38 MINUTES MEASURED CLOCK WISE FROM SAID SOUTH LINE, ALONG THE EAST LINE OF LOT 6 OF SAID SUBDIVISION, 110.0 FEET TO THE SOUTHWEST CORNER OF LOT 8 OF SAID SUBDIVISION; THENCE EASTERLY AT AN ANGLE OF 90 DEGREES 38 MINUTES MEASURED COUNTERCLOCKWISE FROM SAID EAST LINE, ALONG A SOUTH LINE OF SAID SUBDIVISION AND SAID LINE EXTENDED 230.10 FEET FOR A POINT OF BEGINNING; THENCE EASTERLY, AT AN ANGLE OF 181 DEGREES 19 MINUTES 02 SECONDS, MEASURED COUNTERCLOCKWISE FROM SAID SOUTH LINE, 926.45 FEET; THENCE NORTHERLY, AT AN ANGLE OF 91 DEGREES 53 MINUTES 01 SECONDS MEASURED CLOCK WISE FROM THE LAST DESCRIBED COURSE, 768.83 FEET; THENCE NORTHWESTERLY AT AN ANGLE OF 95 DEGREES 36 MINUTES 21 SECONDS, MEASURED CLOCK WISE FROM THE LAST DESCRIBED COURSE PARALLEL WITH THE SOUTHERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD 401.47 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF JOHNSON'S PLAT OF THE VILLAGE OF ELBURN; THENCE NORTHERLY AT AN ANGLE OF 95 DEGREES 36 MINUTES 21 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID SOUTHERLY EXTENSION, 25.45 FEET; THENCE WESTERLY, AT AN ANGLE OF 89 DEGREES 27 MINUTES 03 SECONDS MEASURED CLOCK WISE FROM SAID SOUTHERLY EXTENSION, 245.10 FEET TO THE NORTHEAST CORNER OF EXTENSION ADDITION; THENCE SOUTHERLY AT AN ANGLE OF 90 DEGREES 37 MINUTES 31 SECONDS, MEASURED CLOCK WISE FROM THE LAST DESCRIBED COURSE, ALONG THE EAST LINE OF SAID EXTENSION ADDITION, 549.12 FEET TO THE SOUTHEAST CORNER OF SAID EXTENSION ADDITION; THENCE WESTERLY AT AN ANGLE OF 90 DEGREES 36 MINUTES 17 SECONDS, MEASURED COUNTERCLOCKWISE FROM SAID EAST LINE, ALONG THE SOUTH LINE OF SAID EXTENSION ADDITION, 215.07 FEET TO THE NORTHEAST CORNER OF BALDRIDGE SUBDIVISION; THENCE SOUTHERLY AT AN ANGLE OF 90 DEGREES 37 MINUTES 17 SECONDS MEASURED CLOCK WISE FROM SAID SOUTH LINE, ALONG THE EAST LINE OF SAID BALDRIDGE ADDITION, 149.88 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE WESTERLY, AT AN ANGLE OF 90 DEGREES 38 MINUTES MEASURED COUNTERCLOCKWISE FROM SAID EAST LINE ALONG SAID SOUTH LINE 85.02 FEET; THENCE SOUTHERLY AT AN ANGLE OF 90 DEGREES 38 MINUTES, MEASURED CLOCK WISE FROM SAID SOUTH LINE, 50.0 FEET; THENCE EASTERLY AT AN ANGLE OF 89 DEGREES 22 MINUTES MEASURED CLOCK WISE FROM THE LAST DESCRIBED COURSE, ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF OAK STREET, 20.0 FEET; THENCE SOUTHERLY AT AN ANGLE OF 89 DEGREES 22 MINUTES MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 110.0 FEET TO THE POINT OF BEGINNING, ALL IN BLACKBERRY TOWNSHIP, KANE COUNTY ILLINOIS

PARCEL FOUR:

THAT PART OF THE WEST 1/2 OF THE WEST 1/2 OF SECTION 4 AND THE EAST 1/2 OF THE EAST 1/2 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4, 20.01 FEET; THENCE NORTHERLY, AT AN ANGLE OF 91 DEGREES 53 MINUTES 55 SECONDS, MEASURED CLOCKWISE FROM SAID SOUTH LINE, PARALLEL WITH, AND 20.0 FEET WESTERLY OF THE EAST LINE OF SAID WEST 1/2, 2297.54 FEET; THENCE NORTHWESTERLY AT AN ANGLE OF 95 DEGREES 27 MINUTES 40 SECONDS, MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, PARALLEL WITH THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, 2632.33 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE NORTHERLY AT AN ANGLE OF 95 DEGREES 28 MINUTES 24 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID WEST LINE, 28.20 FEET, TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE CONTINUING NORTHERLY, AT AN ANGLE OF 180 DEGREES 05 MINUTES 05 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 498.88 FEET, TO SAID SOUTHERLY RIGHT OF WAY LINE; THENCE SOUTHEASTERLY, AT AN ANGLE OF 84 DEGREES 26 MINUTES 30 SECONDS, MEASURED COUNTERCLOCKWISE FROM SAID WEST LINE, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 2653.01 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 4; THENCE SOUTHERLY, AT AN ANGLE OF 95 DEGREES 32 MINUTES 46 SECONDS, MEASURED COUNTERCLOCKWISE FROM SAID SOUTHERLY RIGHT OF WAY LINE, ALONG SAID EAST LINE, 181.12 FEET, TO THE SOUTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE CONTINUING SOUTHERLY AT AN ANGLE OF 179 DEGREES 54 MINUTES 54 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG THE SAID EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4, 2640.87 FEET TO THE POINT OF BEGINNING, ALL IN BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS. LESS AND EXCEPT FROM PARCEL FOUR THE FOLLOWING:

THAT PART OF A TRACT OF LAND IN FRACTIONAL SECTION 4 AND IN FRACTIONAL SECTION 5, ALL IN TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID FRACTIONAL SECTION 4; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 26 MINUTES 25 SECONDS WEST ALONG THE EAST LINE OF SAID WEST HALF 81.60 FEET; THENCE NORTH 83 DEGREES 58 MINUTES 54 SECONDS WEST 121.88 FEET; THENCE NORTH 80 DEGREES 43 MINUTES 34 SECONDS WEST 336.38 FEET; THENCE WESTERLY 88.58 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 341.88 FEET, THE CHORD OF SAID CURVE BEARS NORTH 88 DEGREES 55 MINUTES 11 SECONDS WEST 88.33 FEET; THENCE SOUTH 82 DEGREES 44 MINUTES 45 SECONDS WEST 741.55 FEET; THENCE NORTH 84 DEGREES 25 MINUTES 02 SECONDS WEST 721.01 FEET; THENCE NORTH 83 DEGREES 46 MINUTES 26 SECONDS WEST 543.42; THENCE NORTH 68 DEGREES 21 MINUTES 43 SECONDS WEST 1006.08 FEET; THENCE NORTH 83 DEGREES 25 MINUTES 51 SECONDS WEST 124.47 FEET; THENCE SOUTH 06 DEGREES 13 MINUTES 14 SECONDS WEST 537.03 FEET; THENCE NORTH 83 DEGREES 44 MINUTES 44 SECONDS WEST 1101.49 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 35 SECONDS EAST 170.38 FEET; THENCE NORTH 84 DEGREES 05 MINUTES 24 SECONDS WEST 554.12 FEET TO THE EAST LINE OF JOHNSON'S PLAT OF THE VILLAGE OF BLACKBERRY (NOW MAP OF ELBURN); THENCE NORTH 00 DEGREES 19 MINUTES 26 SECONDS EAST ALONG SAID EAST LINE 507.92 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD AS STAKED AND OCCUPIED, SAID LINE BEING 50.00 FEET SOUTHERLY OF (AS MEASURED AT RIGHT ANGLES TO) THE CENTERLINE OF THE MAIN TRACK OF SAID RAILROAD; THENCE SOUTH 84 DEGREES 05 MINUTES 10 SECONDS EAST ALONG SAID RAILROAD RIGHT OF WAY LINE 351.59 FEET; THENCE SOUTH 05 DEGREES 54 MINUTES 50 SECONDS WEST ALONG THE WEST LINE OF THE EXISTING CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY LINE PER DOCUMENT NUMBER 9401, RECORDED MAY 6, 1890, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RAILROAD RIGHT OF WAY LINE OF SAID

DOCUMENT NUMBER 9401, SAID LINE BEING 80.00 FEET SOUTHERLY OF (AS MEASURED AT RIGHT ANGLES TO) THE CENTERLINE OF THE MAIN TRACK OF SAID RAILROAD THENCE SOUTH 84 DEGREES 05 MINUTES 10 SECONDS EAST ALONG SAID SOUTHERLY RAILROAD RIGHT OF WAY LINE 2320.00 FEET TO THE EAST LINE OF SAID DOCUMENT NUMBER 9401 ; THENCE NORTH 00 DEGREES 17 MINUTES 37 SECONDS EAST ALONG SAID EAST LINE OF DOCUMENT NUMBER 9401 A DISTANCE OF 30.14 FEET TO SAID SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD AS STAKED AND OCCUPIED, SAID LINE BEING 50.00 FEET SOUTHERLY OF (AS MEASURED AT RIGHT ANGLES TO) THE CENTERLINE OF THE MAIN TRACK OF SAID RAILROAD; THENCE SOUTH 84 DEGREES 05 MINUTES 10 SECONDS EAST ALONG SAID RAILROAD RIGHT OF WAY LINE 2655.56 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID FRACTIONAL SECTION 4; THENCE SOUTH 00 DEGREES 21 MINUTES 16 SECONDS WEST ALONG EAST LINE 180.63 FEET TO THE POINT OF BEGINNING. PARCEL FIVE: THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 4 AND PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, ALL IN TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 20.01 FEET FOR A POINT OF BEGINNING; THENCE NORTHERLY, AT AN ANGLE OF 91 DEGREES 53 MINUTES 55 SECONDS MEASURED CLOCKWISE FROM SAID SOUTH LINE, PARALLEL WITH AND 20.0 FEET WESTERLY OF THE EAST LINE OF SAID WEST HALF, 2297.54 FEET; THENCE NORTHWESTERLY AT AN ANGLE OF 95 DEGREES 27 MINUTES 40 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, PARALLEL WITH THE SOUTHERLY RIGHT OF WAY LINE OF CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, 2247.62 FEET; THENCE SOUTHERLY AT AN ANGLE OF 84 DEGREES 32 MINUTES 20 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, PARALLEL WITH THE EAST LINE OF SAID WEST HALF, 2557.23 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE EASTERLY AT AN ANGLE OF 89 DEGREES 48 MINUTES 44 SECONDS MEASURED CLOCKWISE FROM SAID PARALLEL LINE, ALONG SAID SOUTH LINE, 950.04 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE CONTINUING EASTERLY, AT AN ANGLE OF 178 DEGREES 17 MINUTES 21 SECONDS MEASURED CLOCKWISE FROM SAID SOUTH LINE, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 1288.10 FEET TO THE POINT OF BEGINNING, ALL IN BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL SIX:

THAT PART OF THE SOUTHEAST AND NORTHEAST QUARTERS OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 1106.28 FEET FOR THE POINT OF BEGINNING; THENCE NORTHERLY AT AN ANGLE OF 89 DEGREES 48 MINUTES 44 SECONDS MEASURED COUNTERCLOCKWISE FROM SAID SOUTH LINE, 2572.68 FEET; THENCE WESTERLY AT AN ANGLE OF 95 DEGREES 27 MINUTES 40 SECONDS, MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, PARALLEL WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY (NOW THE UNION-PACIFIC RAILWAY COMPANY), 227.75 FEET TO THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE SOUTHERLY, AT AN ANGLE OF 84 DEGREES 31 MINUTES 36 SECONDS, MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID WEST LINE, 1283.45 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE WESTERLY, AT AN ANGLE OF 90 DEGREES 32 MINUTES 31 SECONDS, MEASURED COUNTERCLOCKWISE FROM SAID WEST LINE, ALONG SAID NORTH LINE, 924.0 FEET; THENCE SOUTHERLY AT AN ANGLE OF 90 DEGREES 32 MINUTES 31 SECONDS, MEASURED CLOCKWISE FROM SAID NORTH LINE, PARALLEL WITH SAID WEST LINE, 1141.16 FEET TO A POINT THAT IS 164.60 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO SAID SOUTH LINE; THENCE EASTERLY AT AN ANGLE OF 89 DEGREES 49 MINUTES 23 SECONDS, MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, PARALLEL WITH SAID SOUTH LINE 924.0 FEET TO SAID WEST LINE; THENCE SOUTHERLY, AT AN ANGLE OF 89 DEGREES 49 MINUTES 23 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE

LAST DESCRIBED COURSE, ALONG SAID WEST LINE 164.60 FEET TO SAID SOUTH LINE; THENCE EASTERLY, AT AN ANGLE OF 89 DEGREES 49 MINUTES 23 SECONDS, MEASURED CLOCKWISE FROM SAID WEST LINE, ALONG SAID SOUTH LINE, 226.16 FEET TO THE POINT OF BEGINNING, ALL IN BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 950.04 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG SAID SOUTH LINE, 156.24 FEET; THENCE NORTHERLY AT AN ANGLE OF 89 DEGREES 48 MINUTES 44 SECONDS, MEASURED COUNTERCLOCKWISE FROM SAID SOUTH LINE, 2572.68 FEET; THENCE EASTERLY AT AN ANGLE OF 84 DEGREES 32 MINUTES 20 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, PARALLEL WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY (NOW THE UNION-PACIFIC RAILWAY COMPANY), 156.95 FEET; THENCE SOUTHERLY AT AN ANGLE OF 95 DEGREES 27 MINUTES 40 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 2557.23 FEET TO THE POINT OF BEGINNING, ALL IN BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL EIGHT: INTENTIONALLY OMITTED

PARCEL NINE: INTENTIONALLY OMITTED

PARCEL TEN:

THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 1332.44 FEET TO THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER FOR THE POINT OF BEGINNING; THENCE CONTINUING WESTERLY, ALONG SAID SOUTH LINE, 924.00 FEET; THENCE NORTHERLY, AT AN ANGLE OF 89 DEGREES 49 MINUTES 23 SECONDS, MEASURED COUNTERCLOCKWISE FROM SAID SOUTH LINE, PARALLEL WITH SAID WEST LINE; 164.60 FEET; THENCE EASTERLY, AT AN ANGLE OF 90 DEGREES 10 MINUTES 37 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, PARALLEL WITH SAID SOUTH LINE, 924.00 FEET TO SAID WEST LINE; THENCE SOUTHERLY, AT AN ANGLE OF 89 DEGREES 49 MINUTES 23 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 164.60 FEET TO THE POINT OF BEGINNING, ALL IN BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS.



## EXHIBIT "B"

Part of the Northwest Quarter of Fractional Section 4, Township 39 North, Range 7 East of the Third Principal Meridian, more particularly described as follows:

Commencing at the intersection of the West line of said Northwest Quarter of said Fractional Section 4 and the Northerly right of way line of the Union Pacific Railroad, as monumented and occupied; thence North 00 degrees 10 minutes 45 seconds East, along said West line, 656.30; thence Southeasterly 63.99 feet, along a non-tangential curve to the left, said curve having a radius of 593.73 feet, a chord that bears South 68 degrees 46 minutes 45 seconds East and a chord distance of 63.96 feet; thence South 13 degrees 46 minutes 17 seconds West, along a non-tangential line, 111.54 feet for the Point of Beginning; thence North 13 degrees 46 minutes 17 seconds East, 51.14 feet; thence South 88 degrees 21 minutes 07 seconds East, 851.79 feet; thence South 01 degrees 38 minutes 53 seconds West, 50.00 feet; thence North 88 degrees 21 minutes 07 seconds West, 862.43 feet to the Point of Beginning, in Kane County, Illinois.

Said parcel containing 0.984 acres (42,858 square feet), more or less.

EXHIBIT "C"

Name: State Bank of Geneva as Trustee  
under Trust No. 847

Route: Anderson Road

Section: 101-00274-00-BR

Parcel No. 0008-TE

RECORDER'S USE

**TEMPORARY NON-EXCLUSIVE HIGHWAY CONSTRUCTION AND  
DRAINAGE EASEMENT**

THIS INDENTURE WITNESSETH that State Bank of Geneva as Trustee under Trust No. 847 whose address is 22 South Fourth First Street, Geneva, Illinois 60134, hereinafter the Grantor, for and in consideration of Ten Dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged, by these presents grants a non-exclusive right, easement and privilege unto the County of Kane, hereinafter the Grantee, 719 South Batavia Avenue, Geneva, Illinois, to enter upon the following described land for the use of the County of Kane for the purpose of drainage construction, including grading among other things:

SEE ATTACHED "LEGAL DESCRIPTION"

Permanent Index Number: 11-05-200-005 (part of)

The non-exclusive right, easement and privilege granted unto the Grantee, the County of Kane, shall terminate in thirty (30) months from the date of execution hereof or upon completion of the proposed drainage construction, whichever occurs first.

**Return To:**  
Right of Way Coordinator  
Kane County Division of Transportation  
41W011 Burlington Road  
St. Charles, IL 60175

**Prepared By:**  
J. Patrick Jaeger  
Attorney at Law  
P.O. Box 485  
Geneva, IL 60134

The Grantor hereby waives any and all diminution to the value of the remainder (damage to the remainder) of the Grantor's property that may accrue to the Grantor resulting from or because of said road construction. The Grantee shall defend, indemnify and hold harmless the Grantor from any liability that may accrue thereto due to the negligence of the Grantee, its officers, employees, contractors and agents while conducting road construction activity on the property described herein during the term hereof.

During the term of this temporary easement the Grantee shall maintain the easement premises in manner in keeping with the immediately adjacent lands of the Grantor. The County of Kane shall, upon completion of the improvement, return the tract of land described herein to a condition equal to or better than that which existed prior to the commencement of the road construction.

IN WITNESS WHEREOF, the Grantor has set its hand and seal this \_\_\_\_\_ day of April, A.D., 2013.

State Bank of Geneva as Trustee under Trust No. 847

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

Its \_\_\_\_\_

State of Illinois )  
                                  ) ss  
County of Kane)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that \_\_\_\_\_ as \_\_\_\_\_ of State Bank of Geneva as Trustee under Trust No. 847, 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 they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_ day of April, A.D., 2013.

seal

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

### **Legal Description**

Part of the Northwest Quarter of Fractional Section 4, Township 39 North, Range 7 East of the Third Principal Meridian, more particularly described as follows:

Commencing at the intersection of the West line of said Northwest Quarter of said Fractional Section 4 and the Northerly right of way line of the Union Pacific Railroad, as monumented and occupied; thence North 00 degrees 10 minutes 45 seconds East, along said West line, 656.30; thence Southeasterly 63.99 feet, along a non-tangential curve to the left, said curve having a radius of 593.73 feet, a chord that bears South 68 degrees 46 minutes 45 seconds East and a chord distance of 63.96 feet; thence South 13 degrees 46 minutes 17 seconds West, along a non-tangential line, 111.54 feet for the Point of Beginning; thence North 13 degrees 46 minutes 17 seconds East, 51.14 feet; thence South 88 degrees 21 minutes 07 seconds East, 851.79 feet; thence South 01 degrees 38 minutes 53 seconds West, 50.00 feet; thence North 88 degrees 21 minutes 07 seconds West, 862.43 feet to the Point of Beginning, in Kane County, Illinois.

Said parcel containing 0.984 acres (42,858 square feet), more or less.