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CITY OF AURORA, ILLINOIS  
ORDINANCE NO. 093-123  
DATE OF PASSAGE December 7, 1993

AN ORDINANCE PROVIDING FOR THE EXECUTION OF  
AN AMENDMENT AND RESTATEMENT OF THE PRINCIPAL ANNEXATION AGREEMENT  
FOR REGION II OF FOX VALLEY EAST

WHEREAS, the City of Aurora has a population of more than 25,000 persons and is, therefore, a home rule unit under Subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, a proposed Amendment and Restatement of the Principal Annexation Agreement (said 'Agreement') in the form of Exhibit "A", attached hereto and included herein by reference as if fully set forth, has been duly submitted to the Corporate Authorities of the City of Aurora with the request that all required hearings be held thereon, and requesting that certain territory therein described (Region II) be subject to the terms and conditions of said Agreement in accordance with law; and

WHEREAS, said Agreement replaces the Principal Annexation Agreement of Fox Valley East entered into on July 27, 1973, and authorized by Ordinance 4326, the expiration date of which was extended to December 31, 1993, by Ordinance 093-59, approved July 27, 1993; and

WHEREAS, the Aurora Planning Commission has held a public hearing on October 27, 1993, on the petition to enter into said Agreement and the zoning amendments therein provided after due publication of notice of hearing and has submitted a recommendation to the City Council of the City of Aurora to approve said Agreement subject to certain conditions; and

WHEREAS, the Corporate Authorities of the City of Aurora caused a notice to be prepared describing in general said Agreement and stating the time and place of a public hearing to consider said Agreement; and

WHEREAS, notice of such public hearing was duly published not less than 15 nor more than 30 days prior to the hearing, in a newspaper of general circulation in the City of Aurora; and

WHEREAS, the City Council held the second public hearing for said Agreement as specified in such notice on December 7, 1993; and

WHEREAS, all public hearings and other action required to be held or taken prior to the adoption and execution of said Agreement in order to make the same effective have been held or taken pursuant to notice as required by law and in accordance with all requirements of law; and

WHEREAS, said Agreement, in its present form, has been on file with the City Clerk of the City of Aurora for public inspection for at least one week; and

WHEREAS, the Corporate Authorities, after due investigation and consideration, and following the aforesaid public hearings, have determined that entering into said Agreement will serve the public good and benefit the City of Aurora.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Aurora, Kane and DuPage Counties, Illinois, as follows:

Section One: That said City Council finds as fact all of the preamble recitals of this Ordinance.

Section Two: That the Mayor and City Council hereby find as fact all of the preambles contained in said Agreement in the form of Exhibit "A", attached hereto and included herein by reference as if fully set forth.

Section Three: That said Agreement is hereby approved and the Mayor of the City of Aurora is hereby authorized and directed to execute said Agreement on behalf of the City, and the City Clerk is hereby authorized and directed to attest the Mayor's signature and affix the corporate seal of the City thereto.

Section Four: That such number of duplicate originals of said Agreement may be executed as the Mayor shall determine.

Section Five: That this Ordinance shall be in full force and effect, and shall be controlling, upon its passage and approval.

PRESENTED to the City Council of the City of Aurora, Illinois on

December 7, 1993

PASSED AND APPROVED by the City council of the City of Aurora,

on December 7, 1993

AYES 10 NAYS 0 NOT VOTING 0

SIGNED by the Mayor of the City of Aurora, Illinois, on

December 7, 1993

ATTEST:

Cheryl M. Vonhoff  
City Clerk Cheryl Vonhoff

David L. Pierce  
Mayor David L. Pierce

This instrument prepared by:  
Aurora Planning Division  
44 E. Downer Place  
Aurora, Illinois 60507

Case File Number: FVR11-93.400-Pa/R

ORIGINAL

for PD -184

AMENDMENT AND RESTATEMENT  
OF  
THE PRINCIPAL ANNEXATION AGREEMENT

This Amendment and Restatement of the Principal Annexation Agreement (the "Agreement") made and entered into as of this 7th day of December, 1993, by and between the City of Aurora, Illinois, a municipal corporation (hereinafter called the "City"), and Aurora Venture, an Illinois limited partnership and successor to "Metropolitan Crown" (the "Developer").

W I T N E S S E T H:

WHEREAS, Developer is the developer of certain real estate described in Part Two of the hereinafter defined Modification (the "Region") which is part of the Fox Valley East Planned Development District (the "District") which was initially established by the City in 1973 in accordance with Sections 14.7 and 15 of City Ordinance No. 3100 (the "Zoning Ordinance"); and

WHEREAS, the real estate then within the District, together with certain other real estate, was annexed to the City on August 1, 1973 pursuant to authority granted to the City by law and pursuant to the City's home rule powers set forth in Article VII, Section 6 of the Constitution of the State of Illinois, and subject to the terms set forth in the Principal Annexation

Agreement dated July 27, 1973, as subsequently amended, by and between the City, Developer's predecessor therein called "Metropolitan Crown" and others (the "Principal Agreement"); and

WHEREAS, under the Principal Agreement and the Zoning Ordinance, all real estate within the District was to be developed in accordance with the provisions of the Fox Valley East Planned Development District Plan Description (the "Plan Description") which was attached as Exhibit A to the Principal Agreement; and

WHEREAS, the term of the Principal Agreement, as extended by the parties to December 31, 1993, is about to expire, the Region has not yet been fully developed and a number of the provisions of the Principal Agreement, as described below, either have been fully performed or have been superseded and replaced by agreements subsequently entered into between the City and Developer, some of which have also been fully performed; and

WHEREAS, all duties and obligations with respect to the funding and constructing of Water Utilities for the Region pursuant to Section IV of the Principal Agreement and pursuant to that certain Water Agreement dated February 19, 1980, have been fully performed and discharged and neither the City nor the Developer has any further obligations or duties under said Section IV, such Water Agreement or City Resolution No. R90-381 setting forth the final actions to be taken to complete and terminate such Water Agreement; and

WHEREAS, pursuant to a separate agreement with Aurora Sanitary District (the "Sanitary District"), the District together with other real estate not subject to the Principal Agreement was annexed to the Sanitary District and a sewerage service system for such real estate has been completed, and therefore all of the City's obligations arising under Section VI of the Principal Agreement regarding a Sewerage Service System are null and void and of no further force and effect; and

WHEREAS, except for the Road and Highway Projects described in Section IV of this Agreement, all of the undertakings of the City and Developer with respect to the Road and Highway Program for the Region arising under Section V of the Principal Agreement with respect to the roads and highways listed on Parts II and III of Exhibit D to the Principal Agreement as last approved by the City on June 5, 1984, either: have been completed or been deleted from the Program by mutual agreement of the City and Developer; or, in the case of County Line Road, are being undertaken by City and Developer pursuant to a separate County Line Road Agreement dated March 16, 1993; or, in the case of Eola Road south to East New York Street, are being undertaken and funded by another governmental body; and

WHEREAS, this Agreement is not intended to change, modify, supersede, replace or incorporate any of the agreements and undertakings contained in the County Line Road Agreement dated March 16, 1993; and

WHEREAS, this Agreement amends, restates, extends and updates the provisions of the Principal Agreement and supersedes and replaces the Principal Agreement, and has attached hereto as Exhibit "A" a Plan Description Modification which modifies certain provisions of the Plan Description with respect to certain portions of the Region described in Section I of Part One thereof (the "Modification"); and

WHEREAS, this Agreement, together with the Modification, has been submitted to the City and the Corporate Authorities with a request to take all required action and to hold any needed hearings thereon; and

WHEREAS, all terms defined in the Principal Agreement and exhibits thereto including the Plan Description shall have the same meaning when used in this Agreement unless another definition is expressly provided in this Agreement, e.g. the real estate which is referred to as "Region II" in the Principal Agreement is herein referred to as being included in the "Region"; and

WHEREAS, the term "Region", as used herein, includes Region II as described in the Principal Agreement and certain additional parcels of real estate which were subsequently annexed to the City pursuant to separate annexation agreements and which were in connection therewith zoned as part of the District and which are shown on the Updated Land Use Plans for the Region approved from time to time by the City; and

WHEREAS, the City and Corporate Authorities have agreed to hold any public hearings and take all other action required to be held or taken by this Agreement; and

WHEREAS, the Corporate Authorities have determined that the further development of the Region in the manner set forth in this Agreement and the Modification will continue to promote the sound planning and development of the City and is in the best interests of the City.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, the parties hereto agree as follows:

I.

THE AGREEMENT

The City and the Developer agree to do all things necessary or appropriate to carry out the terms of this Agreement and to aid and assist the other in carrying out the terms hereof, including the enactment of such resolutions and ordinances and such other action as may be necessary or desirable to enable the City to comply with the terms hereof. It is the intent of the parties that the Principal Agreement is superseded and replaced by this Agreement, and that the provisions of this Agreement are intended to amend, restate, extend and update the provisions of the Principal Agreement.

II.

1993 UPDATED LAND USE PLAN; PLAN DESCRIPTION MODIFICATION

1. The City shall adopt the 1993 Updated Land Use Plan for the Region in the form attached to this Agreement as Exhibit "B" (the "1993 Plan").

2. The Plan Description shall be amended by the Modification so that (a) those portions of the Region which are a part of the hereinafter described Burlington Properties and designated on the 1993 Plan as "Residential Areas" therein and (b) those portions of the Region which are designated on the 1993 Plan as "Business Areas" and not covered by Final Plans and Final Plats approved heretofore by the City, shall be developed subject to the provisions, terms and conditions set forth in the Modification, including, without limitation, all of the modifications and exceptions from the Subdivision Control Ordinance that are set forth in the Modification.

3. All portions of the hereinafter described Burlington Properties which are not designated on the 1993 Plan as "Residential Areas" and all other portions of the Region which heretofore have been covered by Preliminary Plans and Preliminary Plats, but not Final Planned and Final Platted, and which are not designated on the 1993 Plan as "Business Areas", shall be developed subject only to the provisions of the Plan Description, which provisions (for purposes of development of the aforesaid portions of the Region) cannot be modified by the City without the consent of Developer during the term of this Agreement.

4. All portions of the Region which heretofore have been Final Planned and Final Platted shall continue to be subject to the provisions of the Plan Description which the City can modify so long as the City complies with the requirements of the Zoning Ordinance which govern, limit and control the rezoning of lands within a planned development district such as the District.

5. All property in the Region shall be taken into account for purposes of determining the percentage limitations specified in Section II of Part One of the Modification.

### III.

#### THE BURLINGTON PROPERTIES

Based upon land absorption studies obtained by the City and Developer, the City and Developer have determined, consistent with the percentage limitations set forth in the Modification that the portion of the Region commonly known as the Burlington Properties and which is legally described separately in Part Two of the Modification (the "Burlington Properties") shall be designated on the 1993 Plan as a predominately Residential Area rather than a Manufacturing Area. It is further agreed that the foregoing change shall be incorporated on the City's Comprehensive Plan and also agreed that the future residential development of such portion of the Region be subject to the Modification.

IV.

ROAD and HIGHWAY PROJECTS

1. Road and Highway Projects. City and Developer hereby agree that the undertakings and obligations set forth below with respect to the matters described in subsections a. through c. below constitute all of the undertakings and obligations remaining to be performed by the City and the Developer to provide a network of arterial roads and highways for the Region (the "Projects"):

a. Projects South of Waubonsie Creek. There are 4 Projects related to segments of roadways located south of Waubonsie Creek which remain to be completed. These 4 include: (i) extension of Eola Road south from Long Grove Drive to Montgomery Road, (ii) reimbursement for already acquired right-of-way for Eola Road through the Copenhagen Subdivision, (iii) drainage improvements for a rural cross section (comprised of storm sewers and appurtenances) for the segment of Montgomery Road located between Eola Road and the Kane County line, and (iv) drainage improvements for a rural cross section (comprised of storm sewers and appurtenances) for the segment of Eola Road located between Montgomery Road and 87th Street.

b. North Aurora Road/Indian Trail Road. Developer shall pay 60% of the "net costs" to upgrade the segment of North Aurora Road/Indian Trail Road extending between the Kane County Line and the eastern boundary of the Region, to

an urban four-lane cross-section with landscaped median and parkways and with a traffic signal at the westerly intersection of Stonebridge Boulevard and Indian Trail Road. In connection therewith, Developer shall dedicate such portions of the Region owned by it or by its land trusts as are required for this Project.

c. Upgrading of Liberty Street. The upgrading of Liberty Street between Eola Road and Vaughn Road to a 39 foot back-to-back urban cross section (the "Upgrade") shall constitute a matter to be undertaken solely by the adjacent owners when they develop their lands adjacent to Liberty Street with 100% of the costs of the upgrade born by the adjacent owners. In furtherance of the foregoing, Developer agrees, in connection with the development of the Burlington Properties, to upgrade the portions of Liberty Street adjacent thereto with an 80 foot right-of-way, and portions of the Burlington Property shall be dedicated therefor by the Developer to the extent required. The final engineering for the Upgrade shall be prepared as part of the final engineering for the other public improvements that Developer shall furnish and install when the Burlington Properties are developed and subdivided.

2. Financing the Projects South of Waubonsie Creek. At the City's election - which election shall be made on or before December 7, 1994 - Developer shall either:

a. pay City the sum of \$852,743.25 in three installments with the first installment of \$275,000 due on January 2, 1995, the second installment of \$275,000 due on January 2, 1996 and the third installment of \$302,743.25 due on January 2, 1997; the foregoing payments by Developer constituting a full and complete discharge and satisfaction of all obligations Developer may have with respect to the Projects south of Waubonsie Creek; or

b. act as project manager when the City undertakes the improvement and extension of Eola Road south from Route 34 to 87th Street (the "Eola Extension") on a cost plus 5% basis, with Developer paying the first \$852,743.25 of the expenses to improve and extend that segment of Eola Road and the balance of the monies to be timely provided therefor by the City, so that Developer can continue to timely pay the Project contractors and suppliers, with the method of payments to be further determined by the parties, the foregoing actions by Developer constituting a full and complete discharge and satisfaction of all obligations Developer may have with respect to the Projects south of Waubonsie Creek.

In order to elect alternative b. above (have Developer act as project manager), City must determine that all necessary right-of-way will have been obtained and that the City will have sufficient monies to complete the Eola Extension, so that the Eola Extension can be commenced and completed on or before

December 31, 1997. Once alternative b. has been elected, if due to delays in obtaining right-of-way or in obtaining the balance of the monies for the Eola Extension, if the Eola Extension has not commenced by June 1, 1996 then, at Developer's option, Developer may thereupon cancel City's election of alternative b. above by tendering payment to the City of the sum of \$852,743.25 in full and complete satisfaction and discharge of all obligations Developer may have with respect to the Projects south of Waubonsie Creek.

3. Financing of the North Aurora Road/Indian Trail Road Project. Prior to undertaking the Project described in Paragraph 1.b. of this Section IV, the City and Developer shall meet and discuss the financing alternatives then available for that Project, which alternatives may include Developer front funding of 100% of the costs therefor subject to reimbursement of the Developer by the City of the City's 40% share of the costs therefor pursuant to the terms of a separate funding agreement between the parties or the use of a special assessment financing. The parties agree that the terms and provisions of any separate funding agreement shall be substantially in the form of those contained in the funding agreement dated May 1, 1990 pursuant to which Developer, subject to reimbursement by the City, front-funded the costs of constructing the arterial roadway which is now known as McCoy Drive. In the event that the parties agree that special assessment financing is the form of financing to be employed, the parties further agree that the provisions of

Section V of the Principal Agreement shall then be referenced herein and utilized for such special assessment financing.

4. Acquisition of Right-of-Way. Except for necessary right-of-way for the North Aurora Road/Indian Trail Road Project and for the Upgrade, which Developer owns directly or through one of its land trusts and hereby agrees to dedicate for use as right-of-way for those Projects, the City shall be responsible for acquiring all other required right-of-way for the Projects, including the Projects South of Waubonsie Creek either by purchase or by condemnation. To the extent that any right-of-way is purchased at a price in excess of its fair market value, only its fair market value shall be utilized for purposes of determining "net cost". For right-of-way acquired through condemnation, the price determined in the condemnation proceeding shall be considered fair market value for purposes herein.

5. Recapture. In connection with the future annexation of any lands which have benefitted from any previously completed phases of the Road and Highway Program described on Parts II and III of Exhibit D to the Principal Agreement for which Developer advanced or paid the share of "net costs" otherwise payable by the owner of any such lands, the City as a condition to such annexation shall require that reimbursement be made to Developer or may, in lieu of requiring reimbursement, pay such amounts to Developer. It is hereby agreed that recapture of the amounts so specified is due from the lands described on Exhibit "C" attached hereto.

V.

PROVISIONS RELATING TO CITY ORDINANCES

1. Home Rule Powers. The City agrees to adopt such ordinances as may be necessary or appropriate to effectuate the use of its home rule powers as provided for in Section 6 of Article VII of the Constitution of the State of Illinois in connection with this Agreement, and to effectuate this Agreement and to enact ordinances, or amend any of its ordinances, as may be necessary to carry out the agreements contained herein.

2. City Ordinances. All existing ordinances of the City consistent with, and not contrary to, this Agreement, the Plan Description or the Modification, to the extent that such ordinances have not been excepted, waived or modified by this Agreement, the Plan Description or the Modification, shall be applicable to the Region. Any modification or amendment to such ordinances, or any newly enacted ordinances of the City, to the extent consistent with, and not contrary to, this Agreement, the Plan Description (to the extent of its applicability) or the Modification, shall be applicable to the Region.

VI.

PUBLIC IMPROVEMENTS

1. Dedication of Certain Public Improvements. The City shall accept any remaining dedication of any part or all of the public improvements provided, constructed or installed in the Region including:

a. All water utility mains, pipes and related facilities which constitute a part of the general water distribution system of the City excluding service lines;

b. Except for those sanitary sewers and related facilities which upon completion are accepted for dedication by and dedicated to the Sanitary District, all sewers and related facilities which constitute a part of the general sanitary sewer system of the City; and

c. Except for those roads and highways and road and highway improvements which upon completion are accepted for dedication by and dedicated to the Township, State, County or other governmental authority other than the City, all appropriate streets, roads and highways, including all associated properties, rights-of-way, road and highway lighting, traffic lights and controls, storm water drainage, curbs, gutters, sidewalks, landscaping and similar facilities;

provided, that to the extent that such public improvements are installed pursuant to the requirements of the Subdivision Control Ordinance, as from time to time amended by the Plan Description and Modification, such dedication shall be subject to compliance with the requirements of such Ordinance to the extent applicable. From and after the dedication of any such public improvements, such public improvements shall be maintained, reconstructed, repaired and replaced by the City; and all costs and expenses of operation, maintenance, repair, reconstructing and replacement of

such public improvements shall be the sole responsibility of the City.

2. Storm Water Management.

a. Storm water retention and detention facilities shall be constructed within all portions of the Region, other than the Burlington Properties, in accordance with the provisions of the Plan Description as supplemented and clarified by letter agreement dated July 31, 1984 which is attached hereto as Exhibit "D".

b. Storm water retention and detention facilities shall be constructed within the Burlington Properties with reference to provisions of Paragraph (1) of Section V of Part One of the Modification.

c. If the Fox Valley Park District does not accept the dedication of any part or all of the storm water retention and detention facilities, including any land relating thereto, in the Region, Developer shall establish homeowner's or similar associations to own and maintain such facilities; or alternatively, it may convey such facilities to a not-for-profit corporation to own and maintain such facilities, provided that in the determination of the city, such corporation shall have reasonably sufficient financial resources to undertake such obligations.

3. Public Open Space, Park and Recreation Areas. Land reserved for public open space, park and recreation areas on a Preliminary Plat approved by the City, which the Developer is

unable to dedicate to the Fox Valley Park District, shall, at the City's election, either be dedicated to the City for public open space, park and recreational purposes, and in such event, the City shall accept the dedication of such land and shall assume the responsibility for the care, maintenance and improvement (in such manner as the City shall determine) of such land for public open space, park and recreational purposes, or be utilized as private open space, park and recreation areas and credited fully against Developer's obligation to reserve land for such purposes, provided that agreements are made for the on-going maintenance of such lands for such purposes. Land reserved for improved public open space, park and recreation areas pursuant to the City's Subdivision Control Ordinance shall be designed in accordance with the Design Standards of the Fox Valley Park District's Master Plan dated August 12, 1991, while natural wetlands and wooded areas shall remain in a natural condition in accordance with applicable federal wetland guidelines.

4. Easement Grants to the City. It shall be a condition to the City's obligation to accept dedication of any public improvement pursuant to this Section VI that the dedication of such improvement be accompanied by the grant of appropriate easements to permit the City to carry out its responsibilities with respect to such improvement, except that such easements which provide access for the purpose of maintenance and repair of such improvement may contain a provision, in such form as the City shall approve, reserving to Developer the right to locate

and relocate any such easement or to provide alternative methods for the City to carry out its responsibilities with respect to the maintenance and repair of such improvement, which approval shall not be unreasonably denied.

5. Municipal Service Easements. Municipal service easements shall be the granted to the City for the right of access into, over and from all private streets, private drives, parking areas and walks located in the Region for the purpose of performing police and fire protection, garbage collection and other municipal services.

6. Utility Easements. The City shall, upon the request of the Developer, grant to Developer, to the Sanitary District, or to utility companies designated by Developer, such construction and maintenance utility easements under, over, across or through property owned or controlled by the City as are necessary or appropriate for the development of the Region in accordance with the provisions of the Plan Description, the Modification, this Agreement or any approved Preliminary or Final Plan in relation thereto. The City further agrees that in the event Developer is unable to obtain utility easements over, under, across or through property not owned by or under the City's control which may be necessary or appropriate for the development of a portion of the Region at a cost and on conditions reasonably acceptable to Developer, the City will use, to the full extent permitted by law, its statutory condemnation powers to secure such easements. All costs and expenses incurred by the City in the condemnation

of such easements on behalf of Developer shall be reimbursed by Developer.

7. General Easement Requirements. It shall be a condition to the granting of any easement required to be granted pursuant to this Agreement that the grantee shall agree that in the event of any use of such easement for construction or maintenance of the facility for which such easement was granted (a) the grantee shall restore the property to the same condition as existed prior to such construction or maintenance, and (b) the grantee shall hold the grantor and his or its successors in interest harmless from any claims for personal injury or property damage which arise or result from the activities of the grantee in connection with such construction or maintenance.

8. Cooperation by the City and the Developer.

a. With respect to applications, permits and agreements from or with public bodies which are necessary or appropriate to enable Developer and the City to carry out the provisions of this Agreement, the City shall, upon compliance by Developer with the City's reasonable requirements therefor, execute and issue such permits as may be required by the City, and, at the request of Developer execute such applications and agreements which may be required by any other public body and shall otherwise assist in the procurement of any such permits and agreements.

b. The City and Developer shall cooperate fully in seeking Federal, State or County financial and other aid and

assistance required or useful for the construction or improvement of property and facilities in the Region.

VII.

PUBLIC WORKS MAINTENANCE BUILDING SITE

Developer shall make a site in the Region of approximately 5 contiguous acres in size, available for purchase by the City for use by the City for construction of a public works maintenance building and other uses related thereto. Subject to the size limitation provided for herein, the location and size of such site shall be as mutually agreed upon by the City and Developer no later than December 7, 2000. The entire site shall be purchased at one time at a purchase price of \$25,000 per full acre with a proportional amount for any fractional acres contained in the site. If the parties have been unable to agree as to location and size of such site by that date, Developer - in full satisfaction of its obligations - shall pay the City the sum of \$125,000.00 on or before February 7, 2001.

VIII.

TERM

1. The parties hereto agree that the term of this Agreement shall be 10 years and that this Agreement shall be deemed to provide an amendment and extension of the term for the development contemplated by the Principal Agreement.

2. This Agreement is adopted pursuant to the provisions of the Illinois Municipal Code; provided, however, that any limitations in the Illinois Municipal Code in conflict with the

provisions of this Agreement shall not be applicable (to the extent permitted by law), and as to all such provisions, the City hereby exercises its powers pursuant to the provisions of Article VII, Section 6 of the Constitution of the State of Illinois. The City recognizes and agrees that entry into this Agreement is upon the express reliance by Developers that the terms and provisions of this Agreement shall be valid for a period of 10 years, and that the City will take no action which will in any way be contrary to, or inconsistent with, the terms and provisions of this Agreement.

3. As provided for in this Agreement, and in the Plan Description or the Modification, as applicable, no changes or amendments in the Zoning Ordinance which shall directly or indirectly adversely affect the use or development of the Region shall be of any effect on the Region, and all parts of the Region shall be recognized, for the purposes of any such adverse change or amendment to the Zoning Ordinance, as a "prior non-conforming use".

## IX.

### GENERAL PROVISIONS

1. Exculpation. Except as expressly provided for in this Agreement, only the persons and entities who are named parties hereto shall be liable under the provisions hereof. No partner of a party, parent of a partner corporation, subsidiary of a partner corporation or stockholder or officer thereof, and no disclosed or undisclosed principal of any party hereto, shall be

liable in the event of any default under this Agreement, the Plan Description, as applicable, or Modification and the same are hereby expressly released and relieved from any and all personal liability or responsibility in connection with such defaults.

It is expressly agreed and understood that the obligations of Developer set forth in this Agreement, shall be solely the obligations and agreements of the Developer and none of the development obligations set forth herein shall be binding upon the real property comprising the Region other than the obligation to dedicate right-of-way for North Aurora Road/Indian Trail Road and Liberty Street which shall run with the applicable portions of the Region owned by Developer or its land trusts (the foregoing are herein called the "R-O-W Dedications"). If Developer shall sell, convey or otherwise transfer all or any part of the Region owned by Developer or its land trust, the transferees shall not be deemed to have assumed any of the obligations of the Developer other than the ROW Dedications and only if the portion of the Region subject thereto is involved, except only to the extent, if any, of such express and specific assumption of such obligations by such transferees in the agreement, deed or other instrument effecting the sale, conveyance or other transfer to such transferees. Such express and specific assumption by such transferees of such obligations shall not relieve Developer from its obligations.

2. Stop Orders. The City shall not issue any stop orders directing work stoppage on buildings or on work underway in the

Region without setting forth the Section of the Code of Ordinances, Plan Description or Modification allegedly violated and the recipient of such orders shall forthwith proceed to correct such violations as may exist.

3. Certificates of Occupancy. The City shall issue certificates of occupancy within 10 business days of application therefor or issue a letter of denial within said period of time informing Developer or person applying for the same specifically as to what corrections are necessary as a condition to the issuance of a certificate of occupancy and quoting the Section of the Code of Ordinances, the Plan Description or Modification relied upon by the City in its request for correction.

4. Liability of Developer.

a. The liability of Developer (including any partnership, venture or other entity that succeeds to its interest) hereunder shall be limited solely to the assets or property, after deduction of liabilities to which any such assets or property may be subject, of Developer or such successor partnership, venture or other entity; provided, that a dissolution, liquidation or termination of Developer, whether or not Developer is reconstituted by substantially the same partners of Developer, shall not discharge or limit the liability of Developer hereunder, but in the event of dissolution, the liability of Developer or its successor in interest shall be limited to, or enforceable against, only the assets or property, after deduction of liabilities to

which any such assets or property may be subject, of Developer as of the date of such dissolution, and in such event of liquidation or termination, the liability of any distributee, including any partner of Developer, shall be limited to the value, as of the date of such liquidation and distribution, of the assets or property, after deduction of liabilities to which any such assets or property may be subject, or Developer received by such distributee. Subject to the foregoing provision relating to distributees, no partner of Developer shall be personally liable in respect of any claim arising out of or related to this Agreement, and the deficit capital account of a partner in Developer, or such partnership, venture or other entity, shall not be deemed an asset or property of Developer or such successor partnership, venture or other entity.

b. Developer does hereby represent that as of the date of this Agreement the "net worth" of Developer is in excess of \$10 million. (For the purposes hereof, the "net worth of Developer" shall mean the fair market value of the assets and property of Developer minus all liabilities and obligations of Developer, said liabilities and obligations to be determined in accordance with generally accepted accounting principals.) Developer hereby agrees with the City that at all times during the term of this Agreement that it, or any successor partnership, venture or other entity, will maintain a net worth (determined as provided

herein) of not less than \$10 million; provided, however, that such net worth requirement shall, from time to time, be reduced as the obligations of the Developer set forth in this Agreement shall be performed and satisfied.

c. For so long as Developer meets the foregoing requirements and is not in default hereunder, Developer may in lieu of posting bonds, security or letters of credit as otherwise required by the Subdivision Control Ordinance as modified by the Plan Description and Modification continue to satisfy and discharge its obligations by continuing in full force the Blanket Letter of Credit in the amount of \$200,000.00 heretofore posted with the City with the City as its beneficiary to secure Developer's construction and maintenance obligations with respect to Public Improvements installed by Developer within the Region pursuant to the Subdivision Control Ordinance as applicable to the Region.

5. Assignment of Obligations.

a. Developer may assign its obligations under this Agreement to any corporation, partnership or other entity which acquires all or substantially all of the property and assets of such party hereto by merger, consolidation or other method or methods of reorganization, and upon such merger, consolidation or other method of reorganization, such party shall be released and relieved from its obligations hereunder.

b. Except as specifically provided for above Developer may sell, transfer and assign all or part of its duties and obligations hereunder to any corporation, partnership or other entity; provided however, that the Developer shall remain liable and responsible for the performance and compliance with its obligations hereunder except to the extent that such transferee or assignee shall, in the City's sole discretion, be financially acceptable to the City, in which event, upon receipt of the City's written confirmation of such acceptability, Developer be released and relieved from its obligations hereunder.

6. Additional Real Estate. To the extent that Developer, either directly or through one of its land trusts which trust was a party to the Principal Agreement and which is the record owner of a portion of the Region, acquires any additional real estate which is contiguous to the Region, the City shall upon submission of petitions and in accordance with law take such action as may be desired to annex such real estate to the City, if not already annexed, and to rezone such additional real estate so that it may be developed together with the adjacent portions of the Region consistent with the Plan Description and Modification.

7. Approved Preliminary Plans and Plats. All previously approved Preliminary Plans and Plats for the Region shall remain effective until December 7, 2000, unless upon the application of the then current record owner of the applicable property, the City Council grants a further extension therefor.

8. Limitation on Number of Dwelling Units. The maximum permitted number of dwelling units in the Region will be 10,750.

9. Defaults. If either party to this Agreement shall fail to perform any of its obligations hereunder, and the other party shall give written notice of such default to the defaulting party and such defaulting party shall fail to cure such default with reasonable promptness after the receipt of such default notice, then, in addition to any and all other remedies that may be available, either in law or equity, the other party shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default, and the defaulting party, in such event, hereby agrees to pay and reimburse the other party for all reasonable costs and expenses incurred by it in connection with action taken to cure such default plus interest at a rate equal to the prime rate of interest charged by The First National Bank of Chicago to large corporate borrowers plus 1% per annum.

10. Conflicts with Plan Description. To the extent that any part of the Plan Description shall be contrary to, or inconsistent with, this Agreement, the terms and provisions of this Agreement shall prevail and control.

11. Enforcement. Each of the parties hereto or their successors in interest or assigns, may by civil action, mandamus, or other proceeding enforce each and all of the terms, conditions and provisions hereof.

12. Notice. Any notice or demand hereunder from any party hereto to another party hereto shall be in writing and shall be

deemed duly served if mailed by prepaid registered or certified mail addressed as follows:

If to the City:

City of Aurora  
44 East Downer  
Aurora, Illinois 60507  
Attn: City Clerk

If to the Developer:

Aurora Venture  
3600 Thayer Court  
Suite 100  
Aurora, Illinois 60504  
Attn: Project Manager

with a copy to:

Gould and Ratner  
222 North LaSalle Street  
Suite 800  
Chicago, Illinois 60601  
Attn: V. Harding

or to such address as any party may from time to time designate by notice to the other parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

ATTEST:

Cheryl M. Donhoff  
City Clerk

CITY OF AURORA, ILLINOIS,  
a municipal corporation

[Signature]  
Mayor

AURORA VENTURE, a limited partnership

By: University Exchange Corporation,  
its general partner

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

INDEX OF EXHIBITS

Exhibit "A"	Plan Description Modification
Exhibit "B"	1993 Updated Land Use Plan
Exhibit "C"	Lands from Which Recapture is Due and Recapture Amount
Exhibit "D"	Storm Water Management Letter Agreement dated July 31, 1984

*Call Silvestri*

R E C O M M E N D A T I O N

TO: THE COMMITTEE OF THE WHOLE

FROM: THE PLANNING AND DEVELOPMENT COMMITTEE

The Planning and Development Committee at the meeting of Monday, November 22, 1993 Recommended Approval of the Ordinance Providing for the Execution of an Amendment and Restatement of the Principal Annexation Agreement for Region II of Fox Valley East.

The vote: 3 - 0

Submitted by

*Jim Meisch*

Alderman Jim Meisch, Chairman

*Michael K. Saville*

Alderman Mike Saville

*Judith A. Morrison*

Alderman Judy Morrison

Alderman Bob Fleege , Alternate

Dated this 23rd day of November 1993.

EXHIBIT "A"

Plan Description Modification

This Plan Description Modification (the "Modification") consists of the following Parts:

Part One. Plan Description Modification:

- I. General description.
- II. Permitted Uses and Percentage Limitations of Land Uses.
- III. Design Standards - Residential Density.
- IV. Modifications and exceptions from the Subdivision Control Ordinance and other City Ordinances.
- V. General provisions.

Part Two. Legal descriptions.

- I. The Region.
- II. Burlington Properties.

Part Three. The following maps and plans:

- I. Map showing the boundaries of the Region.
- II. Map showing the location of the Business Areas to which this Modification applies.
- III. Concept Plan for Burlington Properties Residential Areas

Plan Description Modification

Part One

Section I

General Description

Pursuant to that certain Principal Annexation Agreement dated July 27, 1973, as amended (the "Principal Agreement"), the property included within the Fox Valley East Planned Development District (the "District"), was annexed to the City and so zoned on August 1, 1973. The property within the District has been subdivided and developed in accordance with the provisions of the Fox Valley East Planned Development District Plan Description which was attached as Exhibit "A" to the Principal Agreement (the "Plan Description") which provisions include modifications from certain City ordinances. The City and the developer (the "Developer") of Region II of the District (as such Region is defined in the Principal Agreement) have agreed to amend, restate, extend and update the Principal Agreement with respect to the property within Region II (the "Region") and have agreed that the future development of the Region and the obligations owed by the Developer to the City and by the City to the Developer and the Region shall be governed by and subject to the terms and provisions of an Amendment and Restatement of the Principal Annexation Agreement dated as of December 7, 1993 (the "Agreement") which amends, restates, extends, updates, supersedes and replaces the Principal Agreement, and, where applicable, by the Plan Description and by this Modification. All terms defined

in the Plan Description when used in this Modification shall have the same meaning when used herein unless another definition is expressly provided for herein. The Agreement provides that, except as otherwise specified therein, all portions of the Region, which heretofore have been Preliminary Planned and Preliminary Platted or Final Planned and Final Platted shall be developed solely in accordance with the provisions of the Plan Description and that the provisions of this Modification shall apply solely to: those portions of the Burlington Properties which are designated on the 1993 Plan as "Residential Areas" and those portions of the Region which are designated on the 1993 Plan as "Business Areas" and which are not already Final Planned and Final Platted. Those portions of the Burlington Properties which are shown on the 1993 Plan as "Manufacturing Areas" shall be developed solely in accordance with the provisions of the Plan Description except that storm water retention and detention facilities within those "Manufacturing Areas" shall be developed solely in accordance with the provisions of Section V of Part One of this Modification. For purposes of determining and calculating the percentage limitations specified in Section II of Part One of this Modification, all of the property within the Region shall be taken into account.

Plan Description Modification

Part One

Section II

Permitted Uses and

Percentage Limitation of Land Uses

1. Only the uses that are permitted uses on December 7, 1993 or which subsequently become permitted uses in a B-B Business Boulevard District of the Zoning Ordinance shall be permitted uses in the Business Areas of the Region to which this Modification applies, e.g. those Business Areas of the Region which have not yet been Final Planned and Final Platted. In the "Business Areas" located at: the northeast corner of North Aurora Road and Relocated Eola Road; the southwest corner of East New York Street and Eola Road; and the southwest corner of Ridge Avenue and Route 34/Ogden Avenue, the development of a fast food restaurant thereon with a drive-up facility will only be considered as a "special use," if any part of the applicable restaurant building is to be located within 250 feet or less of a residential property line.

2. The only uses that are permitted uses in "Residential Areas" of the Burlington Properties falling within Areas 1, 2 and 3 as depicted on the Concept Plan for Burlington Properties Residential Areas (Section III of Part Three of this Modification) shall be the permitted uses in an R-1 District of the Zoning Ordinance on December 7, 1993.

3. The only uses that are permitted uses in Area 4, as depicted on the Concept Plan for Burlington Properties Residential Areas (Section III of Part Three of this Modification) are either: 95 single family lots, with each lot containing a minimum of 6000 square feet which shall be developed in accordance with the requirements of the Plan Description, or 248 townhouse lots which shall be developed in accordance with the requirements of the Plan Description.

4. The percentage of the land in the Region which may be devoted to Business Areas shall be a minimum of five percent and a maximum of ten percent.

5. The percentage of the land in the Region which may be devoted to Manufacturing Areas shall be minimum of five percent and a maximum of ten percent.

6. The percentage of the land in the Region which may be devoted to Residential Areas shall be a minimum of sixty percent and a maximum of seventy percent.

7. Determination of Percentage Limitations.

The percentage limitations provided for in Subsections 4, 5 and 6 of this Section II shall be applied to the land area of the Region after deducting from such land area all land devoted to or reserved or dedicated for (i) above ground public utility buildings and structures required to service the Region and (ii) rights-of-way for public streets, highways and alleys. Land area devoted to or reserved or dedicated for public and private open space, parks and recreation areas; schools; public building sites; and public parkways, walkways and drainage courses shall

be included in the land area used for Open Space. In determining the percentage of land devoted to each land use Area, land devoted to parking and parking facilities shall be included.

Plan Description Modification

Part One

Section III

Design Standards and Residential Density

The design standards set forth in this Section III shall be applicable in lieu of comparable or similar standards or requirements of the Zoning Ordinance, and all provisions and requirements of the Zoning Ordinance inconsistent with the design standards set forth herein shall be inapplicable. Any uncertainty between the applicability of a design standard or requirement of the Zoning Ordinance and the applicability of a standard set forth in this Modification shall be resolved in favor of the design standard set forth herein.

1. The design standards applicable from time to time to lands in B-B Business Boulevard Districts shall apply in such "Business Areas" of the Region which have not yet been Final Planned and Final Platted and which are shown on Section II of Part Three of this Modification.

2. The design standards applicable in "Residential Areas" of the Burlington Properties falling within Areas 1, 2 and 3 as depicted on the Preliminary Plan for Burlington Properties Residential Areas (Section III of Part Three of this Modification) shall be the design standards for an R-1 District of the Zoning Ordinance on December 7, 1993, but with the following modifications:

a. the front yard set back shall be 25 feet instead of 30 feet; and

b. up to 10% of the subdivided lots can contain less than 8000 square feet but not less than 7750 square feet.

3. Area 4, as depicted on the Concept Plan for Burlington Properties Residential Areas (Section III of Part Three of this Modification) shall be developed in accordance with the design standards of the Plan Description. All single family lots in Area 4 shall contain a minimum of 6,000 square feet.

4. Average Residential Density. In Residential and Business Areas, the average residential density shall not exceed five dwelling units per acre. In computing such average density, all land in the Region devoted to Residential Areas and all land devoted to Open Space shall be included in the number of acres which is to be divided into the total dwelling units in the Region to produce average density in dwelling units per acre; provided, that there shall be deducted from such number of acres into which the dwelling units are to be divided all land devoted to or reserved or dedicated for above ground public utility buildings and structures required to service the Region.

Plan Description Modification

Part One

Section IV

Modifications and Exceptions from the  
Subdivision Control Ordinance and Other City Ordinances

1. Subsection (d)(3) of Section 43-53 shall be modified to read as follows:

"(3) Approval of the preliminary plat shall be effective until the first to occur of: the expiration of seven years period following such approval or December 7, 2000 unless upon application of the record owner, the City Council grants an extension. The application for said extension shall not require an additional filing fee, or the submittal of additional copies of the plat of subdivision."

2. Subsection (c) of Section 43-54 shall be modified to read as follows:

"(c) A final plat for all or a portion of the area covered by any approved preliminary plat, prepared as specified in Article II, shall be submitted to the City Clerk for approval prior to the expiration of such approved preliminary plat unless, upon application of the record owner, the City Council grants an extension. Such an application shall not require an additional fee or filing of additional copies of the plat."

3. The provisions in Section 43-56 of the City's Subdivision Control Ordinance shall govern and apply to the

dedication of park land and school sites or payments in lieu thereof as a result of subdividing those portions of the Burlington Properties designated on the 1993 Plan as "Residential Areas" but with the following modifications:

a. Park sites which adjoin elementary school sites shall contain a minimum of 4 acres of land excluding retention and detention facilities, except land needed for emergency overland routing of water.

b. The purchase price for any additional land reserved for purchase by the City or other public body shall be the "fair market value" for such land based on the land use "Area" designated for such land on the current approved Updated Land Use Plan for the Region as determined by an appraisal obtained by the City or other public body and presented to Developer for acceptance within 45 days after the additional lands are reserved (the "Public Appraisal"). In the event Developer does not accept the value set forth in the Public Appraisal, Developer shall, within 45 days after receipt of the Public Appraisal, obtain a second appraisal and present such second appraisal to the City or other public body (the "Developer's Appraisal"). If the value set forth in the Developer's Appraisal does not exceed the value set forth in the Public Appraisal by 10%, the Developer's Appraisal shall control. If the difference between the values is greater than 10%, the appraisers preparing the first two appraisals shall, within 15 days, select a third appraiser who shall prepare a third appraisal

within 45 days after selection (the "Third Appraisal"). The value set forth in the Third Appraisal shall be binding on all parties and shall be the purchase price for the purchase of additional lands reserved for purchase.

4. Continuation of Plan Description Provisions.

a. All of the design standard modifications and exceptions from the zoning Ordinance and from the Subdivision Control Ordinance set forth in Section IV of Part One of the Plan Description shall continue to apply to and remain in force and effect in the portions of the Region other than those to which this Modification applies subject to the City's right to modify the Plan Description with respect to portions of the Region heretofore Final Planned and Final Platted as set forth in Paragraph 4 of Section II of the Agreement.

b. Except to the extent specified below, the portions of the Burlington Properties designated on the 1993 Plan as "Residential Areas" shall be developed in accordance with current city design standards. The following design standard modifications shall apply to the "Residential Areas" within the Burlington Properties in lieu of standards currently in or subsequently added to the Zoning Ordinance and Subdivision Control Ordinance:

i. Roadways

(x) Cross Sections:

Residential Streets (except cul-de-sac's): 31 foot back to back

Cul-de-sac's: 27 foot back to back

(y) Curb Standards:

Residential Streets (including cul-de-sacs) will use roll curb with the same detail as that used in the portions of the Region known as Oakhurst and Stonebridge.

(z) Pavement Thickness:

The City Standards will be used with the allowance of Lime Stabilization of the sub-base instead of the Geo-textile fabric.

ii. Stormwater Management Requirements:

Storm water retention and detention facilities shall be constructed in accordance with the requirements specified in Section V of Part One of this Modification.

iii. Residential Inspection of Public Improvements:

Developer will provide residential inspection in accordance with the provisions of the Plan Description in the same manner as has been provided in the portions of the Region known as Oakhurst and Stonebridge.

Plan Description Modification

Part One

Section V

General Provisions

1. Storm Water Retention and Detention Requirements.

a. Storm water retention and detention facilities within all portions of the Burlington Properties shall be constructed in accordance with the following requirements. The amount of storm water retention to be provided shall be computed by using the Soil Conservation Service TR-20 method and a weighted runoff curve number established for the combined effects of Hydrologic Soil Group B and surface cover. Facilities shall be of adequate size to accommodate runoff from rainfall intensities of 100 year frequency using either a SCS Type II or Huff Distribution. The impoundment level corresponding to these rainfall intensities will be the basis of design for the outlet facility to have discharge capacity equivalent to 0.15 cubic feet per second ("cfs") per acre. In addition to providing the impoundment level calculated above, at least 24 inches of freeboard will be provided to accommodate the additional storage required by using the rainfall intensities set forth in Illinois State Water Survey Bulletin 70. Storm sewers shall be designed using a 5 year storm event.

b. The criteria and standards set forth in Subparagraph (a) above are intended to supersede and modify

all City ordinances and regulations which are contrary to or inconsistent with the matters set forth in the foregoing paragraph. The criteria and standards are intended to supersede and replace all provisions in the Principal Agreement, Plan Description and that certain letter agreement between Developer and the City dated July 31, 1984 (the "1984 Agreement") which cover or address the matter of storm water retention with respect to the Burlington Properties.

c. Storm water retention and detention facilities within the portions of the Region designated on the 1993 Plan as "Business Areas" to which this Modification applies shall be constructed in accordance with the provisions of the Plan Description as modified and supplemented by the 1984 Agreement.

2. Any change in the above described storm water retention and detention requirements described in Paragraph 1 above which receives the approval of the City Engineer shall be deemed a reasonable variation for the purpose of clause (a) of Subsection 14.7-6 of the Zoning Ordinance.

3. Time Limitations for Submission of Preliminary and Final Plans.

Preliminary Plans shall be submitted for approval prior to December 7, 2000. Final Plans for all portions of the Region shall be submitted for approval prior to December 7, 2003.

4. Execution by City and Developer.

This Modification shall be made a part of the Agreement, which restates and amends the Principal Agreement.

5. Changes in Plan Description.

After this Modification is approved by the City Council, in accordance with Section V, Subsection N of the Plan Description, ten (10) complete copies of this Modification plus all accompanying materials and data shall be deposited with the Division of City Planning.

6. Developer.

As used in this Modification and in the Plan Description the terms "Developer" and "Developers" of the Region shall mean Aurora Venture. The Developer shall have the right to assign some or all of its rights, subject to some or all of the duties and obligations, which the Developer may have under the Modification. The Developer, or its assignee, shall have the right to appoint an agent or representative to act for it with respect to the Modification.

## FOX VALLEY EAST REGION II

### "THE REGION"

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 19 AND PART OF THE NORTH HALF OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 88 DEGREES 21 MINUTES EAST ALONG THE NORTH LINE OF SAID QUARTER, 1758.10 FEET; THENCE SOUTH 0 DEGREES 36 MINUTES EAST, 567.0 FEET TO THE CENTER OF THE AURORA AND NAPERVILLE ROAD; THENCE NORTH 73 DEGREES 15 MINUTES WEST ALONG SAID ROAD, 904.90 FEET; THENCE NORTH 86 DEGREES 15 MINUTES WEST ALONG SAID ROAD, 171.0 FEET; THENCE SOUTH 0 DEGREES 43 MINUTES EAST, 1027.80 FEET; THENCE SOUTH 88 DEGREES 24 MINUTES WEST, 182.0 FEET FOR A POINT OF BEGINNING; THENCE NORTH 88 DEGREES 24 MINUTES EAST, 545.70 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES WEST, 1092.0 FEET TO AN OLD CLAIM LINE; THENCE SOUTH 88 DEGREES 19 MINUTES EAST ALONG SAID CLAIM LINE TO A POINT THAT IS 899.82 FEET WESTERLY OF THE CENTER LINE OF VAUGHAN ROAD (MEASURED ALONG SAID CLAIM LINE); THENCE SOUTHWESTERLY PARALLEL WITH THE CENTER LINE OF SAID VAUGHAN ROAD, 486.10 FEET; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 69 DEGREES 20 MINUTES WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 847.11 FEET TO AN IRON PIPE STAKE ON THE CENTER LINE OF SAID VAUGHAN ROAD THAT IS 613.0 FEET SOUTHWESTERLY OF THE POINT OF INTERSECTION OF SAID CLAIM LINE AND THE CENTER LINE OF SAID VAUGHAN ROAD; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF SAID VAUGHAN ROAD, 100.0 FEET TO AN IRON STAKE; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 110 DEGREES 40 MINUTES WITH THE LAST DESCRIBED COURSE (MEASURED COUNTERCLOCKWISE THEREFROM), 652.0 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 101 DEGREES 28 MINUTES WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM), 413.02 FEET TO THE SOUTHERLY LINE OF PROPERTY DESCRIBED IN DOCUMENT NO. 456037; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE, 1397.21 FEET TO THE WEST LINE OF SAID SECTION 30; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTIONS 30 AND 19, 2689.49 FEET TO THE CENTER LINE OF

SAID AURORA AND NAPERVILLE ROAD; THENCE EASTERLY ALONG THE CENTER LINE OF SAID AURORA AND NAPERVILLE ROAD, 537.61 FEET TO A LINE DRAWN NORTH 00 DEGREES 43 MINUTES WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 43 MINUTES EAST, 1044.72 FEET TO THE POINT OF BEGINNING, IN NAPERVILLE TOWNSHIP, DUPAGE COUNTY, ILLINOIS AND ALSO THAT PART OF THE SOUTH HALF OF SECTION 17, PART OF SECTION 18, PART OF THE EAST HALF OF SECTION 19, PART OF SECTIONS 20, 29, 30, 31, 32, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE EAST HALF OF SECTION 13 AND PART OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18 THAT IS 61.60 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18, 876.0 FEET TO THE NORTHERLY LINE OF PROPERTY OWNED BY THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY; THENCE NORTH 79 DEGREES 14.5 MINUTES EAST ALONG THE NORTHERLY LINE OF SAID RAILROAD, 2545.40 FEET TO THE CENTER LINE OF VAUGHN ROAD; THENCE CONTINUING NORTH 79 DEGREES 14.5 MINUTES EAST ALONG SAID NORTHERLY LINE, 400.0 FEET; THENCE SOUTH 02 DEGREES 32.7 MINUTES WEST TO THE SOUTHERLY LINE OF THE RIGHT-OF-WAY OF SAID RAILROAD AS ESTABLISHED BY DOCUMENT NO. 152991 FOR A POINT OF BEGINNING; THENCE NORTH 02 DEGREES 32.7 MINUTES EAST ALONG THE LAST DESCRIBED COURSE TO THE NORTHERLY LINE OF THE RIGHT-OF-WAY OF SAID RAILROAD; THENCE NORTH 79 DEGREES 14.5 MINUTES EAST ALONG THE NORTHERLY LINE OF SAID RAILROAD, 543.80 FEET TO AN IRON STAKE IN A FENCE CORNER; THENCE NORTH 02 DEGREES 32.7 MINUTES EAST TO AN IRON STAKE ON THE CENTER LINE OF KNIGHT STREET; THENCE SOUTH 63 DEGREES 04.7 MINUTES WEST ALONG THE CENTER LINE OF SAID KNIGHT STREET, 463.8 FEET TO AN IRON STAKE; THENCE NORTH 02 DEGREES 32.7 MINUTES EAST, 1373.85 FEET TO AN IRON STAKE IN AN OLD FENCE CORNER; THENCE NORTH 89 DEGREES 07.2 MINUTES WEST ALONG AN OLD FENCE LINE, 1809.85 FEET TO AN IRON STAKE IN AN OLD OCCUPATION LINE; THENCE SOUTH ALONG SAID OLD OCCUPATION LINE, 1307.4 FEET TO THE CENTER LINE OF SAID KNIGHT STREET; THENCE SOUTH 89 DEGREES 54 MINUTES WEST ALONG THE CENTER LINE OF SAID KNIGHT STREET, 668 FEET TO THE EXTENSION OF A MONUMENTED LINE; THENCE SOUTH ALONG SAID EXTENSION AND SAID LINE 427 FEET TO AN IRON STAKE; THENCE SOUTH 89 DEGREES 54 MINUTES WEST ALONG AN OLD FENCE LINE, 256.0 FEET TO AN IRON STAKE; THENCE SOUTHERLY ALONG AN OLD FENCE LINE, 454.7 FEET TO AN IRON STAKE; THENCE SOUTH 89 DEGREES 46 MINUTES WEST ALONG AN OLD FENCE LINE, 396.0 FEET TO A POINT ON THE WEST LINE OF THE

SOUTHWEST QUARTER OF SAID SECTION 18 THAT IS 61.6 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 18; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 18 AND ALONG THE EAST LINE OF SAID SECTION 13 TO THE SOUTHEAST CORNER OF SCHWARTZ SUBDIVISION UNIT NO. 1, TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS; THENCE SOUTH 89 DEGREES 10 MINUTES WEST ALONG THE SOUTH LINE OF SAID UNIT NO. 1, 50.0 FEET; THENCE SOUTH 00 DEGREES 51 MINUTES WEST PARALLEL WITH THE EAST LINE OF SAID SECTION 13, 190 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES WEST, 217.35 FEET TO THE EAST LINE EXTENDED SOUTHERLY OF UNIT TWO OF SCHWARTZ SUBDIVISION, AURORA, KANE COUNTY, ILLINOIS; THENCE NORTH 00 DEGREES 53 MINUTES EAST, 188.1 FEET TO THE SOUTHEAST CORNER OF UNIT TWO OF SCHWARTZ SUBDIVISION, AURORA, KANE COUNTY, ILLINOIS; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID UNIT TWO, 338.96 FEET TO THE SOUTHEAST CORNER OF LOT 4 IN SAID UNIT TWO; THENCE NORTH 0 DEGREES 53 MINUTES EAST ALONG THE EAST LINE OF SAID LOT 4, 181.87 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE NORTH 89 DEGREES 10 MINUTES WEST ALONG THE NORTH LINE OF SAID LOT 4, 66.0 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 00 DEGREES 53 MINUTES WEST ALONG THE WEST LINE OF SAID LOT 4 AND THE EAST LINE OF LOT 7, IN SAID UNIT NO. 1, 181.85 FEET TO THE SOUTH LINE OF SAID UNIT NO. 1; THENCE SOUTH 89 DEGREES 10 MINUTES WEST ALONG THE SOUTH LINE OF SAID UNIT NO. 1, 621.40 FEET TO THE SOUTHWEST CORNER OF LOT 12 OF SAID UNIT NO. 1; THENCE SOUTH PARALLEL WITH THE MOST EASTERLY EAST LINE OF FIDLER'S SUBDIVISION, TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS TO THE SOUTHERLY LINE EXTENDED EASTERLY OF STEPHEN STREET; THENCE WESTERLY ALONG THE SOUTHERLY LINE EXTENDED OF SAID STEPHEN STREET TO A LINE DRAWN NORTH 01 DEGREES 30 MINUTES EAST FROM A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13 THAT IS 1320 FEET SOUTH 89 DEGREES 01 MINUTE 25 SECONDS WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE SOUTH 01 DEGREES 30 MINUTES WEST TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE NORTH 89 DEGREES 01 MINUTES 25 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13 TO A LINE DRAWN NORTH 00 DEGREES 51 MINUTES EAST FROM A POINT ON THE NORTHERLY LINE OF PREMISES CONVEYED TO THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY BY DOCUMENT NO. 129699 THAT IS 694.32 FEET SOUTH 79 DEGREES 48 MINUTES 27 SECONDS WEST OF THE EAST LINE OF SAID SECTION 13; THENCE SOUTH 00 DEGREES 51 MINUTES WEST, 1030.1 FEET TO THE NORTHERLY LINE OF SAID CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY TO

THE EAST LINE OF VAUGHN ROAD; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID VAUGHN ROAD TO THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY AS ESTABLISHED BY SAID DOCUMENT NO. 152991; THENCE SOUTH 79 DEGREES 14.5 MINUTES WEST ALONG THE SOUTHERLY LINE OF SAID DOCUMENT NO. 152991 TO THE NORTHEAST CORNER OF PREMISES CONVEYED TO SAID CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY BY DOCUMENT NO. 155615; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID RAILROAD, 123.58 FEET TO THE MOST EASTERLY CORNER OF PREMISES CONVEYED TO SAID CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY BY DOCUMENT NO. 156238; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF PREMISES CONVEYED BY SAID DOCUMENT NO. 156238, 590 FEET TO AN ANGLE IN THE SOUTHERLY LINE OF SAID RAILROAD; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID RAILROAD, 1897.60 FEET TO THE WEST LINE OF SAID SECTION 18; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 18, 656.43 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 18, THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SECTION 18, 2492.55 FEET TO THE CENTER LINE OF SAID VAUGHN ROAD; THENCE SOUTH 06 DEGREES 53 MINUTES EAST, 1060.6 FEET TO THE CENTER LINE OF THE AURORA-WARRENVILLE ROAD; THENCE SOUTH 81 DEGREES 59 MINUTES WEST ALONG THE CENTER LINE OF SAID AURORA-WARRENVILLE ROAD, 392.47 FEET TO THE NORTHEAST CORNER OF BALLCO ASSESSMENT PLAT RECORDED AS DOCUMENT NO. R62-22490; THENCE SOUTH 00 DEGREES 34 MINUTES EAST ALONG THE EASTERLY LINE AND EASTERLY LINE EXTENDED OF SAID BALLCO ASSESSMENT PLAT TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH 88 DEGREES 21 MINUTES EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19 TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH 00 DEGREES 34 MINUTES WEST ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 19 TO A POINT THAT IS 462 FEET SOUTH 00 DEGREES 34 MINUTES EAST OF A LINE DRAWN WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTIONS 19 AND 20 FROM A POINT ON THE EAST LINE OF EOLA ROAD THAT IS 972.18 FEET NORTHERLY (MEASURED ALONG THE EASTERLY LINE OF SAID EOLA ROAD) OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE NORTH 87 DEGREES 49 MINUTES EAST PARALLEL WITH THE NORTH LINE OF SAID SECTIONS 19 AND 20, 1834.80 FEET MORE OR LESS TO THE EASTERLY LINE OF SAID EOLA ROAD; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID EOLA ROAD TO THE SOUTHWEST CORNER OF LOT 1 OF STUBB'S ASSESSMENT PLAT RECORDED AS DOCUMENT NO. 559994; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 1 AND ALONG A SOUTHERLY LINE OF LOT 6 OF SAID STUBB'S ASSESSMENT PLAT, 1042.70 FEET TO AN ANGLE IN THE SOUTHERLY LINE OF SAID LOT 6; THENCE SOUTHERLY ALONG A WESTERLY LINE OF LOT 6 OF STUBB'S ASSESSMENT

PLAT, 1390.70 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 65; THENCE WESTERLY ALONG THE CENTER LINE OF SAID ILLINOIS STATE ROUTE NO. 65 AND ALONG THE CENTER LINE OF OGDEN AVENUE TO THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ELLSWORTH HONEYCUTT BY WARRANTY DEED RECORDED AS DOCUMENT NO. 154079; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID HONEYCUTT TRACT, 660.0 FEET TO THE SOUTHEAST CORNER OF SAID HONEYCUTT TRACT; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID HONEYCUTT TRACT BEING PARALLEL WITH THE CENTER LINE OF THE OLD AURORA-NAPERVILLE ROAD, 132.0 FEET TO THE SOUTHWEST CORNER OF SAID HONEYCUTT TRACT; THENCE CONTINUING WESTERLY PARALLEL WITH THE CENTER LINE OF SAID AURORA-NAPERVILLE ROAD, 132.0 FEET; THENCE NORTH 02 DEGREES 45 MINUTES EAST TO A LINE DRAWN PARALLEL WITH AND 30.0 FEET SOUTHERLY OF THE CENTER LINE OF SAID AURORA-NAPERVILLE ROAD (MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF SAID AURORA-NAPERVILLE ROAD); THENCE WESTERLY PARALLEL WITH THE CENTER LINE OF SAID AURORA-NAPERVILLE ROAD TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE NORTHERLY ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20 TO A LINE DRAWN PARALLEL WITH AND 30.0 FEET NORTHERLY OF THE CENTER LINE OF SAID AURORA-NAPERVILLE ROAD (MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF SAID AURORA-NAPERVILLE ROAD); THENCE EASTERLY PARALLEL WITH THE CENTER LINE OF SAID AURORA-NAPERVILLE ROAD TO A LINE DRAWN SOUTH 02 DEGREES 00 MINUTES WEST FROM A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20 THAT IS 7.58 CHAINS EASTERLY OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE NORTH 02 DEGREES 00 MINUTES EAST TO A POINT THAT IS 5.43 CHAINS SOUTH 02 DEGREES 00 MINUTES WEST OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20 AND NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 TO A LINE DRAWN SOUTH 02 DEGREES 10 MINUTES WEST FROM A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 THAT IS 5.32 CHAINS WESTERLY OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE SOUTH 02 DEGREES 10 MINUTES WEST TO THE CENTER LINE OF SAID ILLINOIS STATE ROUTE NO. 65; THENCE WESTERLY ALONG THE CENTER LINE OF SAID ILLINOIS STATE ROUTE NO. 65, 582.36 FEET TO A POINT THAT IS 83.0 FEET EASTERLY OF THE NORTHEAST CORNER OF VAUGHN'S SUBDIVISION RECORDED APRIL 18, 1956 AS DOCUMENT NO. 796951; THENCE SOUTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID VAUGHN'S SUBDIVISION, 348.85 FEET TO THE SOUTHERLY LINE EXTENDED EASTERLY OF SAID VAUGHN'S SUBDIVISION; THENCE WESTERLY ALONG THE EXTENDED SOUTHERLY LINE AND THE

SOUTHERLY LINE OF SAID VAUGHN'S SUBDIVISION, 305.26 FEET; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 81 DEGREES 48 MINUTES 28 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE (MEASURED COUNTERCLOCKWISE THEREFROM), 534.19 FEET TO THE NORTHERLY LINE EXTENDED EASTERLY OF LOT 7 OF VAUGHN'S ASSESSMENT PLAT OF PART OF THE SOUTH HALF OF SAID SECTION 19; THENCE WESTERLY ALONG THE EXTENDED NORTHERLY LINE AND THE NORTHERLY LINE OF SAID LOT 7 TO THE NORTHWEST CORNER OF SAID LOT 7, BEING ON THE CENTER LINE OF VAUGHN ROAD; THENCE SOUTH 11 DEGREES 55 MINUTES 37 SECONDS WEST ALONG THE WESTERLY LINE OF LOTS 7 AND 8 OF SAID VAUGHN'S ASSESSMENT PLAT TO THE SOUTHWEST CORNER OF SAID LOT 8; THENCE SOUTH 29 DEGREES 57 MINUTES 34 SECONDS WEST ALONG THE CENTER LINE OF SAID VAUGHN ROAD, 224.51 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH 88 DEGREES 36 MINUTES 31 SECONDS EAST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, 2354.16 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, 12.66 CHAINS (835.55 FEET); THENCE SOUTH 89 1/2 DEGREES WEST, 2856.11 FEET TO THE CENTER LINE OF SAID VAUGHN ROAD; THENCE NORTH 72 DEGREES 00 MINUTES WEST TO THE WEST LINE OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 30; THENCE SOUTHERLY ALONG THE WEST LINE OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 30 TO A POINT ON THE WEST LINE OF SAID SECTION 30 THAT IS 311.0 FEET NORTH 00 DEGREES 19 MINUTES 33 SECONDS EAST OF THE SOUTHWEST CORNER OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 30; THENCE NORTH 89 DEGREES 28 MINUTES 47 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 30, 927.07 FEET TO THE CENTER LINE OF SAID VAUGHN ROAD; THENCE SOUTH 32 DEGREES 03 MINUTES 45 SECONDS WEST ALONG THE CENTER LINE OF SAID VAUGHN ROAD, 369.05 FEET TO THE SOUTH LINE OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 30; THENCE SOUTH 89 DEGREES 28 MINUTES 47 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 30, 732.92 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 30; THENCE SOUTH 00 DEGREES 15 MINUTES 15 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHWEST FRACTIONAL QUARTER OF SAID SECTION 30, 2651.28 FEET TO THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 36, 566.28 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 72 DEGREES 30 MINUTES WITH THE EAST LINE (MEASURED CLOCKWISE THEREFROM) OF SAID SECTION 36, 1391.07 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 36; THENCE NORTHERLY

ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 36, FORMING AN ANGLE OF 107 DEGREES 34 MINUTES 37 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 221.10 FEET; THENCE WESTERLY FORMING AN ANGLE OF 89 DEGREES 43 MINUTES 16 SECONDS WITH SAID LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM), 306.63 FEET; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 91 DEGREES 36 MINUTES 46 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM), 1682.43 FEET TO THE CENTER LINE OF WAUBONSIE CREEK; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF SAID CREEK, FORMING AN ANGLE OF 114 DEGREES 30 MINUTES 12 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM), 1665.0 FEET; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF SAID CREEK FORMING AN ANGLE OF 177 DEGREES 40 MINUTES WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM), 496.0 FEET; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF SAID CREEK FORMING AN ANGLE OF 134 DEGREES 13 MINUTES WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM), 220.0 FEET; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF SAID CREEK FORMING AN ANGLE OF 203 DEGREES 22 MINUTES WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM), 200.0 FEET; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF SAID CREEK FORMING AN ANGLE OF 198 DEGREES 54 MINUTES WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM), 150.37 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 36 THAT IS 614.30 FEET NORTHERLY (MEASURED ALONG SAID WEST LINE) OF THE NORTH LINE OF LANDS FORMERLY OWNER BY A. H. ALBEE; THENCE SOUTHERLY ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 36 FORMING AN ANGLE OF 119 DEGREES 11 MINUTES 12 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM), 614.30 FEET TO THE NORTH LINE OF LANDS FORMERLY OWNED BY A. H. ALBEE; THENCE EASTERLY ALONG SAID ALBEE LINE FORMING AN ANGLE OF 89 DEGREES 01 MINUTES 42 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM), 2048.72 FEET TO THE CENTER LINE OF U. S. ROUTE NO. 34; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID U. S. ROUTE NO. 34, 2495.34 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36; THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36, 74.76 FEET TO THE SOUTHEASTERLY LINE OF SAID U. S. ROUTE NO. 34; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID U. S. ROUTE NO. 34, 2289.91 FEET TO A LINE DRAWN PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36 THAT IS 1716.0 FEET WESTERLY (MEASURED ALONG THE SOUTH LINE OF THE SOUTHEAST

QUARTER OF SAID SECTION 36) OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36, 1127.76 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36; THENCE EASTERLY ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36, 1716.0 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE EASTERLY ALONG THE SOUTH LINE OF THE SOUTHWEST FRACTIONAL QUARTER OF SAID SECTION 31, 1958.35 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST FRACTIONAL QUARTER OF SAID SECTION 31; THENCE NORTHERLY ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31, 848.35 FEET TO THE NORTHWEST CORNER OF THE SOUTH 40.0 ACRES OF THE WEST 125.0 ACRES OF THE SOUTHEAST QUARTER OF SAID SECTION 31; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTH 40.0 ACRES, 2054.11 FEET TO THE NORTHEAST CORNER OF SAID SOUTH 40.0 ACRES; THENCE NORTHERLY ALONG THE EAST LINE OF SAID WEST 125.0 ACRES, 1805.30 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31; THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31, 1274.19 FEET TO A POINT THAT IS 780.0 FEET EASTERLY OF THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 31; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 1210.0 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 180.0 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 1210.0 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31; THENCE WESTERLY ALONG THE NORTH LINE OF SOUTHEAST QUARTER OF SAID SECTION 31, 600.0 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 31; THENCE NORTHERLY ALONG THE EAST LINE OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 31, 2655.35 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 31; THENCE NORTHERLY ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30 TO A POINT THAT IS 15.15 CHAINS (999.90 FEET) SOUTH OF THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE DUE EAST 2.97 CHAINS (196.02 FEET); THENCE SOUTH PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30 AND THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31, 35.10 CHAINS (2316.60 FEET) TO THE CENTER LINE OF U. S. ROUTE NO. 34; THENCE NORTH 62 DEGREES 10 MINUTES EAST ALONG THE CENTER LINE OF SAID U. S. ROUTE NO. 34 TO A LINE DRAWN PARALLEL WITH AND 935.49 FEET EASTERLY OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31 (MEASURED ALONG THE NORTH LINE OF FRY'S COPENHAGEN COLONY, A SUBDIVISION RECORDED AS INSTRUMENT NO. R66-16885); THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31, 1371.10 FEET TO A POINT

THAT IS 260.70 FEET NORTHERLY OF THE NORTH LINE OF SAID FRY'S COPENHAGEN COLONY (MEASURED ALONG A LINE DRAWN PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31); THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID FRY'S COPENHAGEN COLONY, 48.57 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31, 260.70 FEET TO THE NORTH LINE OF SAID FRY'S COPENHAGEN COLONY; THENCE EASTERLY ALONG THE NORTH LINE OF SAID FRY'S COPENHAGEN COLONY, 1360.48 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SUBDIVISION, 745.80 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31, 330.0 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE SOUTHERLY ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, 1514.35 FEET TO THE NORTHWEST CORNER OF THE SOUTH 69.56 RODS (1147.74 FEET) OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTH 69.56 RODS, 1322.94 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE SOUTHERLY ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32, 1147.74 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE EASTERLY ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, 1101.82 FEET TO THE WEST LINE OF PREMISES CONVEYED TO PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS BY WARRANTY DEED RECORDED JUNE 28, 1927 AS DOCUMENT NO. 238574; THENCE NORTHERLY ALONG THE WEST LINE OF SAID PREMISES, 85.33 FEET TO AN ANGLE IN SAID WEST LINE; THENCE NORTHEASTERLY ALONG THE WEST LINE OF SAID PREMISES, 3090.15 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE NORTHERLY ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32, 841.11 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE SOUTH 89 DEGREES 56 MINUTES 43 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32, 86.13 FEET TO THE WESTERLY LINE OF THE RIGHT-OF-WAY OF COMMONWEALTH EDISON COMPANY; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID RIGHT-OF-WAY, 3137.98 FEET TO THE CENTER LINE OF U. S. ROUTE NO. 34; THENCE CONTINUING NORTHERLY ALONG THE WESTERLY LINE OF SAID COMMONWEALTH EDISON COMPANY RIGHT-OF-WAY, 1050.0 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 300.0 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 300.0 FEET TO THE WESTERLY LINE OF SAID COMMONWEALTH

EDISON COMPANY RIGHT-OF-WAY; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID COMMONWEALTH EDISON COMPANY RIGHT-OF-WAY, 3889.02 FEET TO A POINT THAT IS 340.0 FEET SOUTHERLY OF THE SOUTHERLY LINE OF THE RIGHT-OF-WAY OF ILLINOIS STATE ROUTE NO. 65 AS DEDICATED BY DOCUMENT NO. 310934; THENCE WESTERLY PARALLEL WITH THE SOUTHERLY LINE OF THE RIGHT-OF-WAY OF SAID ILLINOIS STATE ROUTE NO. 65 FORMING AN ANGLE OF 87 DEGREES 57 MINUTES WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM), 650.0 FEET; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID COMMONWEALTH EDISON COMPANY RIGHT-OF-WAY FORMING AN ANGLE OF 87 DEGREES 57 MINUTES WITH THE LAST DESCRIBED COURSE (MEASURED COUNTERCLOCKWISE THEREFROM), 343.10 FEET TO THE SOUTHERLY LINE OF THE RIGHT-OF-WAY OF SAID ILLINOIS STATE ROUTE NO. 65; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF THE RIGHT-OF-WAY OF SAID ILLINOIS STATE ROUTE NO. 65, 67.1 FEET TO THE WESTERLY LINE OF PROPERTY DEDICATED BY SAID DOCUMENT NO. 310934; THENCE SOUTHERLY 5 FEET ALONG SAID WESTERLY LINE; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID PROPERTY DEDICATED BY DOCUMENT NO. 310934, 582.3 FEET TO THE WEST LINE OF SAID COMMONWEALTH EDISON COMPANY RIGHT-OF-WAY; THENCE NORTHERLY ALONG THE WEST LINE OF SAID COMMONWEALTH EDISON COMPANY RIGHT-OF-WAY, 85.20 FEET TO THE CENTER LINE OF SAID ILLINOIS STATE ROUTE NO. 65; THENCE WESTERLY ALONG THE CENTER LINE OF SAID ILLINOIS STATE ROUTE NO. 65 AND ALONG THE CENTER LINE OF SAID OGDEN AVENUE TO THE SOUTHEAST CORNER OF LOT 6 OF SAID STUBB'S ASSESSMENT PLAT; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 6, 1574.70 FEET TO THE SOUTH LINE OF LOT 10 OF WALTER S. OTTO'S ASSESSMENT PLAT RECORDED AS DOCUMENT NO. 531314; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 10 TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 10 TO THE NORTHEAST CORNER OF SAID LOT 10 (BEING ON THE CENTER LINE OF CLAIM STREET); THENCE WESTERLY ALONG THE CENTER LINE OF SAID CLAIM STREET, 660 FEET TO THE NORTHWEST CORNER OF THE EASTERLY HALF OF LOT 11 OF SAID WALTER S. OTTO'S ASSESSMENT PLAT; THENCE SOUTHERLY ALONG A LINE MIDWAY BETWEEN THE EAST AND WEST LINES OF SAID LOT 11, 1075.54 FEET TO THE SOUTH LINE OF SAID LOT 11; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID WALTER S. OTTO'S ASSESSMENT PLAT TO THE EAST LINE OF EOLA ROAD; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID EOLA ROAD TO A POINT THAT IS 972.18 FEET NORTHERLY OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 20 TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE NORTHERLY ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20 TO THE CENTER

LINE OF SAID AURORA-WARRENVILLE ROAD; THENCE NORTH 82 DEGREES 03 MINUTES 38 SECONDS EAST, 544.83 FEET TO THE CENTER LINE OF SAID EOLA ROAD; THENCE NORTH 00 DEGREES 47 MINUTES 33 SECONDS EAST, 1155.7 FEET TO A LINE DRAWN NORTH 89 DEGREES 42 MINUTES EAST FROM A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 THAT IS 422.4 FEET NORTH 00 DEGREES 04 MINUTES 38 SECONDS EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH 89 DEGREES 42 MINUTES EAST, 715.30 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 11 SECONDS EAST, 339.95 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 30 SECONDS EAST, 1428.90 FEET; THENCE NORTH 00 DEGREES 35 MINUTES 30 SECONDS EAST, 907.99 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY (NOW BURLINGTON NORTHERN, INC.); THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1880.08 FEET, A DISTANCE OF 1534.65 FEET, SAID CURVE BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY; THENCE SOUTH 78 DEGREES 21 MINUTES 33 SECONDS WEST ALONG THE RIGHT-OF-WAY OF SAID CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY, 792.59 FEET TO THE CENTER LINE OF SAID EOLA ROAD; THENCE SOUTH 00 DEGREES 47 MINUTES 33 SECONDS WEST ALONG THE CENTER LINE OF SAID EOLA ROAD, 526.45 FEET TO A LINE DRAWN SOUTH 89 DEGREES 12 MINUTES 27 SECONDS EAST FROM A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 THAT IS 1605.55 FEET NORTHERLY OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 17 (MEASURED ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17); THENCE NORTH 89 DEGREES 12 MINUTES 27 SECONDS WEST, 582.20 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE NORTHERLY ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 TO THE SOUTHERLY LINE OF PREMISES CONVEYED TO SAID CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY BY DOCUMENT NO. 152991; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SAID SECTION 31 DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST FRACTIONAL QUARTER OF SAID SECTION 31; THENCE EASTERLY ALONG THE SOUTH LINE OF THE SOUTHWEST FRACTIONAL QUARTER OF SAID SECTION 31, 1095.60 FEET FOR A POINT OF BEGINNING; THENCE WESTERLY ALONG THE LAST DESCRIBED COURSE, 949.74 FEET; THENCE NORTHERLY 276.54 FEET TO A POINT ON THE CENTER LINE OF A PUBLIC ROAD THAT IS 990.0 FEET NORTHWESTERLY OF THE POINT OF BEGINNING; THENCE SOUTHEASTERLY 990.0 FEET TO THE POINT OF BEGINNING; ALSO

EXCEPTING THAT PART OF THE SOUTHWEST QUARTER OF SAID SECTION 29 CONVEYED TO A. EVERETT PATTON BY WARRANTY DEED RECORDED JANUARY 15, 1954 AS DOCUMENT NO. 705583, BEING A PARCEL OF LAND SITUATED IN SECTION 29, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN BEGINNING AT THE SOUTHWEST CORNER OF SECTION 29; THENCE NORTH ALONG THE WEST SECTION LINE OF SAID SECTION 29, A DISTANCE OF 551.3 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE CENTER LINE OF U. S. HIGHWAY NO. 34 AND THE WEST LINE OF SECTION 29; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF U. S. HIGHWAY NO. 34, A DISTANCE OF 2196.6 FEET TO THE POINT OF BEGINNING; THENCE SOUTH AT AN ANGLE OF 116 DEGREES 30 MINUTES TURNED FROM EAST TO SOUTH, A DISTANCE OF 217.3 FEET TO A POINT; THENCE EAST AT AN ANGLE OF 86 DEGREES 43 MINUTES TURNED FROM NORTH TO EAST, A DISTANCE OF 200 FEET TO A POINT; THENCE NORTH AT AN ANGLE OF 93 DEGREES 17 MINUTES TURNED FROM WEST TO NORTH, A DISTANCE OF 305.1 FEET TO A POINT ON THE CENTER LINE OF U. S. HIGHWAY NO. 34; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF U. S. HIGHWAY NO. 34 AT AN ANGLE OF 63 DEGREES 30 MINUTES TURNED FROM SOUTH TO WEST, A DISTANCE OF APPROXIMATELY 223.11 FEET TO THE POINT OF BEGINNING; ALSO EXCEPTING THEREFROM THAT PART OF THE SOUTHEAST QUARTER OF SAID SECTION 18, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 18 AND RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION (BEING ALSO THE SOUTH LINE OF VACATED BELT CITY), 682.0 FEET TO THE CENTER LINE OF WEST SEVENTH STREET IN SAID VACATED BELT CITY; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION 18 AND ALONG THE CENTER LINE OF SAID SEVENTH STREET, 660.0 FEET TO THE CENTER LINE OF PIKE STREET IN SAID VACATED BELT CITY; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 18 AND ALONG THE CENTER LINE OF SAID PIKE STREET, 326.0 FEET TO THE CENTER LINE OF WEST 6TH STREET IN SAID VACATED BELT CITY; THENCE NORTHERLY ALONG SAID CENTER LINE AND PARALLEL WITH THE EAST LINE OF SAID SECTION 18, 660.0 FEET TO THE CENTER LINE OF CRANE STREET IN SAID BELT CITY; THENCE EAST ALONG SAID CENTER LINE, 356.0 FEET TO THE EAST LINE OF SAID SECTION 18; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 18, 1320.0 FEET TO THE POINT OF BEGINNING; AND ALSO EXCEPTING THEREFROM THAT PART OF THE SOUTHEAST QUARTER OF SECTION 18 (LYING WITHIN THE RIGHT-OF-WAY OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD) AND ALSO THAT PART OF THE NORTH HALF OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE SOUTH ON THE EAST LINE OF SAID SECTION 30, 12.66 CHAINS; THENCE SOUTH 89 1/2 DEGREES WEST, 43.18 CHAINS TO THE CENTER OF VAUGHAN ROAD; THENCE

NORTHEASTERLY ALONG THE CENTER OF SAID VAUGHAN ROAD TO THE NORTH LINE OF SAID SECTION 30; THENCE EAST ON SECTION LINE TO THE POINT OF BEGINNING (EXCEPT THAT PART OF THE NORTH HALF OF SAID SECTION 30 DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF VAUGHAN ROAD AND THE NORTH LINE OF SECTION 30, AFORESAID; THENCE EASTERLY ALONG SAID NORTH LINE OF SECTION 30, 520.0 FEET; THENCE SOUTHERLY AT RIGHT ANGLES TO SAID NORTH LINE OF SECTION 30, 250.0 FEET; THENCE WESTERLY AT RIGHT ANGLES AND PARALLEL WITH SAID NORTH LINE OF SECTION 30 TO THE CENTER OF VAUGHAN ROAD; THENCE NORTHEASTERLY ALONG THE CENTER OF VAUGHAN ROAD TO THE POINT OF BEGINNING); ALSO EXCEPTING THE WESTERLY 367.0 FEET OF THE EASTERLY 400.0 FEET OF THE NORTHERLY 250.0 FEET OF THE SOUTHERLY 550.0 FEET OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER WHICH IS 422.4 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 20 MINUTES 36 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 1183.15 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES 27 SECONDS EAST, 582.20 FEET TO THE CENTER LINE OF EOLA ROAD; THENCE SOUTH 00 DEGREES 47 MINUTES 33 SECONDS WEST ALONG SAID CENTER LINE, 1172.26 FEET TO A LINE DRAWN NORTH 89 DEGREES 42 MINUTES EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 42 MINUTES WEST, 558.84 FEET TO THE POINT OF BEGINNING, ALL IN NAPERVILLE TOWNSHIP, DUPAGE COUNTY, ILLINOIS.

ALSO,

THAT PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER; THENCE SOUTH 00 DEGREES 11 MINUTES 49 SECONDS EAST ALONG THE WEST LINE OF SAID QUARTER, 27.72 FEET TO THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 00 DEGREES 11 MINUTES 11 SECONDS EAST ALONG THE WEST LINE OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 18, 483.78 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 04 MINUTES 55 SECONDS EAST, 1320.00 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 11 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 18, 1307.46 FEET BEING IN THE CENTER LINE OF SHEFFER

ROAD; THENCE SOUTH 89 DEGREES 43 MINUTES 38 SECONDS WEST ALONG SAID CENTER LINE, 1319.76 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST FRACTIONAL QUARTER WHICH IS 841.50 FEET NORTH 00 DEGREES 11 MINUTES 11 SECONDS WEST FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 00 DEGREES 11 MINUTES 11 SECONDS WEST ALONG THE WEST LINE OF SAID NORTHWEST FRACTIONAL QUARTER, 1334.90 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

ALSO,

THAT PART OF THE SOUTH HALF OF SECTION 8 AND PART OF THE NORTH HALF OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF EOLA ROAD AND THE SOUTH LINE OF LOT 1 IN SCHELLINGS' ASSESSMENT PLAT; THENCE SOUTH 03 DEGREES 31 MINUTES 18 SECONDS WEST ALONG SAID CENTER LINE, 85.80 FEET TO CRANCE'S NORTH LINE FOR A POINT OF BEGINNING; THENCE NORTH 89 DEGREES 36 MINUTES 30 SECONDS EAST ALONG SAID NORTH LINE, 2005.01 FEET TO A POINT THAT IS 12.95 CHAINS SOUTH 89 DEGREES 36 MINUTES 30 SECONDS WEST OF THE EAST LINE OF THE RIGHT-OF-WAY OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY EXTENDED FROM THE NORTH; THENCE SOUTH 00 DEGREES 15 MINUTES 30 SECONDS EAST, 1330.12 FEET TO A POINT ON THE CENTER LINE OF NORTH AURORA ROAD THAT IS 435.50 FEET SOUTH 89 DEGREES 38 MINUTES 37 SECONDS WEST OF THE WEST LINE OF THE RIGHT-OF-WAY OF PUBLIC SERVICE COMPANY AS ESTABLISHED BY DOCUMENT NO. 222293; THENCE SOUTH 89 DEGREES 38 MINUTES 37 SECONDS WEST ALONG THE CENTER LINE OF SAID NORTH AURORA ROAD, 2092.82 FEET TO THE CENTER LINE OF SAID EOLA ROAD; THENCE NORTH 03 DEGREES 31 MINUTES 18 SECONDS EAST ALONG THE CENTER LINE OF SAID EOLA ROAD, 1331.94 FEET TO THE POINT OF BEGINNING AND ALSO THAT PART OF THE SOUTHEAST QUARTER OF SECTION 7, PART OF THE SOUTHWEST QUARTER OF SECTION 8, PART OF THE NORTHWEST QUARTER OF SECTION 17 AND PART OF THE NORTH HALF OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 18, 511.50 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 43 SECONDS EAST ALONG A LINE FORMING AN ANGLE OF 88 DEGREES 53 MINUTES 44 SECONDS WITH SAID WEST LINE (MEASURED COUNTERCLOCKWISE THEREFROM), 1210.44 FEET

FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 57 MINUTES 43 SECONDS EAST ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE, 111.79 FEET TO A POINT THAT IS 1322.23 FEET SOUTH 89 DEGREES 57 MINUTES 43 SECONDS EAST OF THE WEST LINE OF SAID SECTION 18; THENCE NORTH 89 DEGREES 52 MINUTES 53 SECONDS EAST ALONG A LINE FORMING AN ANGLE OF 180 DEGREES 09 MINUTES 24 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTERCLOCKWISE THEREFROM), 1809.85 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 17 SECONDS EAST ALONG A LINE FORMING AN ANGLE OF 180 DEGREES 12 MINUTES 36 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTERCLOCKWISE THEREFROM), 2412.94 FEET TO THE CENTER LINE OF EOLA ROAD; THENCE NORTH 03 DEGREES 31 MINUTES 18 SECONDS EAST ALONG SAID CENTER LINE, 1331.94 FEET TO A POINT THAT IS 85.80 FEET SOUTH 03 DEGREES 31 MINUTES 18 SECONDS WEST OF THE POINT OF INTERSECTION OF SAID CENTER LINE WITH THE SOUTH LINE OF LOT 1 IN SCHELLING'S ASSESSMENT PLAT; THENCE SOUTH 89 DEGREES 38 MINUTES WEST ALONG CRANCE'S NORTH LINE, 3444.26 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7; THENCE SOUTH 00 DEGREES 29 MINUTES 16 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 733.86 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 87 DEGREES 46 MINUTES 53 SECONDS WEST ALONG THE NORTH LINE OF THE NORTH HALF OF SAID SECTION 18, 983.40 FEET; THENCE SOUTH 00 DEGREES 26 MINUTES 24 SECONDS EAST, 559.33 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART OF THE SOUTHEAST QUARTER OF SECTION 7 AND PART OF THE SOUTHWEST QUARTER OF SECTION 8, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF EOLA ROAD AND THE SOUTH LINE OF LOT 1, IN SCHELLING'S ASSESSMENT PLAT; THENCE SOUTH 03 DEGREES 31 MINUTES 18 SECONDS WEST ALONG SAID CENTER LINE, 85.80 FEET TO THE SOUTH LINE OF LAND KNOWN AS JOHN SEARS FARM FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 38 MINUTES WEST ALONG SAID SOUTH LINE, 800.0 FEET; THENCE SOUTH 03 DEGREES 31 MINUTES 18 SECONDS WEST PARALLEL WITH SAID CENTER LINE, 228.90 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 17 SECONDS EAST, 799.98 FEET TO A POINT ON SAID CENTER LINE THAT IS 229.20 FEET SOUTH 03 DEGREES 31 MINUTES 18 SECONDS WEST OF THE POINT OF BEGINNING; THENCE NORTH 03 DEGREES 31 MINUTES 18 SECONDS EAST ALONG SAID CENTER LINE, 229.20 FEET TO THE POINT OF BEGINNING, ALL IN NAPERVILLE TOWNSHIP, DUPAGE COUNTY, ILLINOIS.

ALSO

THAT PART OF SECTION 7 AND PART OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 7; THENCE NORTH 88 DEGREES 48 MINUTES EAST LONG THE QUARTER SECTION LINE, 951.3 FEET; THENCE SOUTH 01 DEGREES 20 MINUTES WEST, 1931.5 FEET FOR A POINT OF BEGINNING; THENCE NORTH 89 DEGREES 25 MINUTES 23 SECONDS WEST, 931.09 FEET TO THE QUARTER SECTION LINE; THENCE NORTH 00 DEGREES 45 MINUTES EAST ALONG THE QUARTER SECTION LINE, 281.5 FEET; THENCE NORTH 88 DEGREES 45 MINUTES 52 SECONDS WEST, 1298.3 FEET TO A POINT LYING 54 RODS EAST OF THE COUNTY LINE; THENCE NORTH 00 DEGREES 22 MINUTES WEST PARALLEL WITH THE COUNTY LINE, 2273.6 FEET TO A POINT LYING 6.5 FEET NORTHERLY OF THE SOUTH LINE OF THE OLD AURORA, ELGIN AND CHICAGO RAILWAY RIGHT-OF-WAY; THENCE NORTH 87 DEGREES 42 MINUTES 29 SECONDS WEST, 442.23 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 49 SECONDS WEST, 665.38 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED AS PARCEL "D" IN DEED RECORDED OCTOBER 9, 1970 AS DOCUMENT NO. R70-36809; THENCE NORTH 89 DEGREES 09 MINUTES 11 SECONDS EAST ALONG THE SOUTH LINE OF SAID TRACT, 447.25 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 00 DEGREES 24 MINUTES 49 SECONDS WEST ALONG THE EAST LINE OF SAID TRACT, 385.5 FEET TO THE CENTER OF MOLITOR ROAD; THENCE NORTH 89 DEGREES 18 MINUTES 18 SECONDS EAST ALONG THE CENTER OF SAID ROAD, 346.0 FEET TO A POINT WHICH BEARS NORTH 00 DEGREES 14 MINUTES 52 SECONDS WEST, A DISTANCE OF 1697.6 FEET FROM THE SOUTHWEST CORNER OF THE HALLER TRACT AS DESCRIBED IN DEED RECORDED OCTOBER 21, 1971 AS DOCUMENT NO. R71-55382; THENCE SOUTH 00 DEGREES 14 MINUTES 52 SECONDS EAST, 1697.6 FEET; THENCE NORTH 88 DEGREES 48 MINUTES EAST, 280.0 FEET; THENCE SOUTH 01 DEGREES 48 MINUTES 53 SECONDS EAST, 346.54 FEET; THENCE NORTH 88 DEGREES 48 MINUTES EAST, 688.38 FEET TO THE QUARTER SECTION LINE; THENCE NORTH 00 DEGREES 45 MINUTES EAST ALONG THE QUARTER SECTION LINE, 273.0 FEET TO THE CENTER OF SAID SECTION 7; THENCE NORTH 88 DEGREES 48 MINUTES EAST ALONG THE QUARTER SECTION LINE, 951.3 FEET; THENCE SOUTH 01 DEGREES 20 MINUTES WEST, 273.35 FEET TO POSS' SOUTHWEST CORNER; THENCE NORTH 88 DEGREES 45 MINUTES EAST, 1022.9 FEET TO POSS' SOUTHEAST CORNER; THENCE NORTH 89 DEGREES 58 MINUTES EAST ALONG HILL'S SOUTH LINE, 685.74 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8 THAT IS 292.38 FEET SOUTH OF THE QUARTER SECTION STAKE BETWEEN SECTIONS 7 AND 8; THENCE CONTINUING NORTH 89 DEGREES 58 MINUTES EAST ALONG SAID HILL'S SOUTH LINE, 904.56 FEET TO THE CENTER LINE OF EOLA ROAD; THENCE SOUTH 03 DEGREES 32 MINUTES WEST ALONG THE CENTER LINE OF SAID

EOLA ROAD, 1299.20 FEET TO THE NORTH LINE OF LOT 1 IN SCHELLING'S ASSESSMENT PLAT; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 1, 264.35 FEET TO THE NORTHWEST CORNER OF LOT 1; THENCE CONTINUING WESTERLY ALONG THE NORTH LINE EXTENDED OF SAID LOT 1, 535.65 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE PARALLEL WITH THE CENTER LINE OF SAID EOLA ROAD, 336.6 FEET TO CRANCE'S NORTH LINE; THENCE SOUTH 89 DEGREES 36.5 MINUTES WEST ALONG CRANCE'S NORTH LINE, 1710.5 FEET TO BERGER'S EAST LINE AND THE POINT OF BEGINNING (EXCEPT THEREFROM THE LAND COMPRISING THE RIGHT-OF-WAY OF THE AURORA, ELGIN AND CHICAGO RAILWAY) AND (EXCEPTING THE PREMISES CONVEYED TO PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS BY DEED RECORDED NOVEMBER 25, 1952 AS DOCUMENT NO. 668451), ALL IN NAPERVILLE TOWNSHIP, DUPAGE COUNTY, ILLINOIS.

ALSO

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 28, PART OF THE SOUTHEAST QUARTER OF SECTION 29, PART OF THE EAST HALF OF SECTION 32 AND PART OF THE NORTHWEST QUARTER OF SECTION 33, ALL IN TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 28; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 28, 42.15 CHAINS TO THE CENTER LINE OF THE OSWEGO-NAPERVILLE ROAD (U. S. ROUTE NO. 34); THENCE NORTH 60 1/2 DEGREES EAST ALONG SAID CENTER LINE, 7.45 CHAINS (491.70 FEET) FOR A POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE TO THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER OF SECTION 29; THENCE SOUTHERLY ALONG THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER, 33.77 CHAINS TO THE SOUTHWEST CORNER OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32 TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE NORTH 89 DEGREES 56 MINUTES 43 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32, 984.75 FEET TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE ELGIN, JOLIET AND EASTERN RAILROAD COMPANY; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID RAILROAD RIGHT-OF-WAY, 1341.03 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE EASTERLY ALONG SAID SOUTH LINE, 60.47 FEET; THENCE SOUTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID RIGHT-OF-

WAY, 2251.62 FEET TO THE EASTERLY LINE OF A PUBLIC HIGHWAY (NORMANTOWN ROAD) WHICH IS LOCATED IMMEDIATELY EAST OF AND ADJOINING THE EASTERLY LINE OF SAID RAILROAD RIGHT-OF-WAY; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID HIGHWAY, 428.26 FEET TO THE SOUTH LINE OF SAID SECTION 32; THENCE EASTERLY ALONG THE SOUTH LINE OF THE EAST HALF OF SAID SECTION 32, 1288.37 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE NORTHERLY ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 32, 2662.54 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, 1316.96 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 1326.72 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE NORTHERLY ALONG THE EAST LINE OF THE WEST HALF OF SAID NORTHWEST QUARTER, 2667.62 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE WESTERLY ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, 862.65 FEET TO A POINT THAT IS 454.74 FEET EASTERLY OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE NORTHERLY 45.0 CHAINS TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART OF SECTIONS 28 AND 29 LYING NORTHERLY OF A LINE DRAWN PARALLEL WITH AND 100 FEET SOUTHERLY OF THE NORTH LINE (MEASURED AT RIGHT ANGLES THERETO) OF THE SOUTHWEST QUARTER OF SAID SECTION 28 AND THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29, IN NAPERVILLE TOWNSHIP, DUPAGE COUNTY, ILLINOIS.

ALSO

THAT PART OF THE WEST HALF OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 7, 808.50 FEET TO THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN DOCUMENT NO. 30672; THENCE EASTERLY ALONG SAID NORTH LINE FORMING AN ANGLE OF 88 DEGREES 45 MINUTES WITH THE LAST DESCRIBED COURSE (MEASURED COUNTERCLOCKWISE THEREFROM), 33.0 FEET; THENCE NORTHERLY PARALLEL WITH SAID WEST LINE 16.50 FEET; THENCE EASTERLY ALONG SAID NORTH LINE FORMING AN ANGLE OF 88 DEGREES 45 MINUTES WITH THE LAST DESCRIBED COURSE (MEASURED

COUNTERCLOCKWISE THEREFROM), 33.0 FEET; THENCE NORTHERLY PARALLEL WITH SAID WEST LINE, 16.50 FEET; THENCE EASTERLY PARALLEL WITH THE PENULTIMATE DESCRIBED COURSE, 194.04 FEET TO A LINE DRAWN PARALLEL WITH AND 260.04 FEET EASTERLY OF SAID WEST LINE; THENCE SOUTHERLY PARALLEL WITH SAID WEST LINE, 830.64 FEET TO THE SOUTH LINE OF SAID WEST HALF; THENCE EASTERLY ALONG SAID SOUTH LINE 1939.96 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE NORTHERLY ALONG THE EAST LINE OF SAID WEST HALF, 1014.75 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DOCUMENT NO. R71-16658 AND DATED APRIL 27, 1971; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LAST DESCRIBED TRACT, 1319.15 FEET TO A LINE DRAWN PARALLEL WITH AND 54 RODS EASTERLY OF THE WEST LINE OF SAID SECTION 7 (MEASURED ALONG THE NORTH LINE OF THE SOUTHWEST FRACTIONAL QUARTER OF SAID SECTION 7); THENCE NORTHERLY PARALLEL WITH SAID WEST LINE FORMING AN ANGLE OF 91 DEGREES 04 MINUTES 52 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTERCLOCKWISE THEREFROM), 2156.88 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF COMMONWEALTH EDISON COMPANY DESCRIBED IN DOCUMENT NO. 675993; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE FORMING AN ANGLE OF 78 DEGREES 24 MINUTES 12 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM), 909.53 FEET TO THE WEST LINE OF SAID SECTION 7; THENCE SOUTHERLY ALONG SAID WEST LINE, 2248.97 FEET TO THE POINT OF BEGINNING IN NAPERVILLE TOWNSHIP, DUPAGE COUNTY, ILLINOIS.

AND ALSO;

THAT PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 7 AND PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHWEST FRACTIONAL QUARTER, 511.50 FEET; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 88 DEGREES 53 MINUTES 44 SECONDS WITH SAID WEST LINE (MEASURED COUNTERCLOCKWISE THEREFROM), 1210.44 FEET FOR A POINT OF BEGINNING; THENCE WESTERLY ALONG THE LAST DESCRIBED COURSE, 1210.44 FEET TO SAID WEST LINE; THENCE NORTHERLY ALONG SAID WEST LINE AND ALONG THE WEST LINE OF SAID SOUTHWEST FRACTIONAL QUARTER, 1320.0 FEET TO THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN DOCUMENT NO. 30672; THENCE EASTERLY ALONG SAID NORTH LINE FORMING AN ANGLE OF 88 DEGREES 45 MINUTES WITH THE LAST DESCRIBED COURSE

(MEASURED COUNTERCLOCKWISE THEREFROM), 33.0 FEET; THENCE NORTHERLY PARALLEL WITH SAID WEST LINE, 16.50 FEET; THENCE EASTERLY ALONG SAID NORTH LINE FORMING AN ANGLE OF 88 DEGREES 45 MINUTES WITH THE LAST DESCRIBED COURSE (MEASURED COUNTERCLOCKWISE THEREFROM), 33.0 FEET; THENCE NORTHERLY PARALLEL WITH SAID WEST LINE, 16.50 FEET; THENCE EASTERLY PARALLEL WITH THE PENULTIMATE DESCRIBED COURSE, 194.04 FEET TO A LINE DRAWN PARALLEL WITH AND 260.04 FEET EASTERLY OF SAID WEST LINE; THENCE SOUTHERLY PARALLEL WITH SAID WEST LINE, 830.64 FEET TO THE SOUTH LINE OF SAID SOUTHWEST FRACTIONAL QUARTER; THENCE EASTERLY ALONG SAID SOUTH LINE, 956.56 FEET TO A POINT THAT IS 983.40 FEET WESTERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST FRACTIONAL QUARTER; THENCE SOUTHERLY, 559.32 FEET TO THE POINT OF BEGINNING, IN NAPERVILLE TOWNSHIP, DUPAGE COUNTY, ILLINOIS.

ALSO

THAT PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID QUARTER; THENCE NORTHERLY ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 100.02 FEET TO THE NORTHEAST CORNER OF THE SOUTH 100.0 FEET OF SAID NORTHEAST QUARTER FOR A POINT OF BEGINNING; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SOUTH 100.0 FEET, 2634.47 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTHERLY ALONG SAID WEST LINE 1103.14 FEET TO THE CENTER LINE OF U. S. ROUTE NO. 34; THENCE NORTHEASTERLY ALONG SAID CENTERLINE, 1945.44 FEET TO THE MOST WESTERLY CORNER OF PREMISES ACQUIRED THROUGH PROCEEDINGS OF THE 18TH JUDICIAL CIRCUIT AND KNOWN AS CASE 2214-59; THENCE SOUTHEASTERLY ALONG THE SOUTHWEST LINE OF SAID PREMISES, 76.0 FEET TO THE MOST SOUTHERLY CORNER OF SAID PREMISES; THENCE NORTHEASTERLY PARALLEL WITH SAID CENTER LINE, 195.25 FEET TO THE WESTERLY LINE OF NEVAL YEATES' PLAT OF LOT 1 (RECORDED AS DOCUMENT NO. 940180); THENCE SOUTHERLY ALONG SAID WESTERLY LINE AND WESTERLY LINE EXTENDED 301.04 FEET; THENCE EASTERLY AT RIGHT ANGLES TO THE EAST LINE OF SAID NORTHEAST QUARTER, 634.43 FEET TO SAID EAST LINE; THENCE SOUTHERLY ALONG SAID EAST LINE, 1507.85 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART THEREOF LYING WITHIN 50 FEET OF THE CENTER LINE (MEASURED AT RIGHT ANGLES THERETO) OF SAID ROUTE NO. 34; AND ALSO THAT PART OF ALL PUBLIC HIGHWAYS LYING ADJACENT TO THE ABOVE DESCRIBED TRACT (EXCEPT THAT PART THEREOF LYING

NORTHERLY OF A LINE DRAWN PARALLEL WITH AND 50 FEET SOUTHERLY  
OF THE CENTERLINE (MEASURED AT RIGHT ANGLES THERETO) OF SAID  
ROUTE NO. 34), ALL IN NAPERVILLE TOWNSHIP, DUPAGE COUNTY,  
ILLINOIS.

**FOX VALLEY EAST REGION II  
"BURLINGTON PROPERTIES"**

THAT PART OF SECTION 18, 17, 20 AND 19 IN TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 18; THENCE NORTH 00 DEGREES 36 MINUTES 19 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 653.85 FEET TO THE SOUTHERLY LINE OF LAND CONVEYED TO THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY PER DOCUMENT 156238; THENCE NORTH 78 DEGREES 43 MINUTES 47 SECONDS EAST ALONG SAID SOUTHERLY LINE, 1898.90 FEET TO AN ANGLE POINT IN SAID LINE; THENCE NORTH 66 DEGREES 29 MINUTES 53 SECONDS EAST ALONG SAID LINE, 590.00 FEET TO THE EASTERLY LINE OF LAND CONVEYED TO CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY PER DOCUMENT 155615; THENCE NORTH 02 DEGREES 34 MINUTES 55 SECONDS EAST ALONG SAID EASTERLY LINE, 123.59 FEET TO THE SOUTHERLY LINE OF LAND CONVEYED TO THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY PER DOCUMENT 152991; THENCE NORTH 78 DEGREES 43 MINUTES 47 SECONDS EAST ALONG SAID SOUTHERLY LINE, 1698.32 FEET TO AN ANGLE POINT IN SAID LINE; THENCE NORTH 69 DEGREES 34 MINUTES 42 SECONDS EAST ALONG SAID SOUTHERLY LINE, 786.22 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18; THENCE SOUTH 01 DEGREES 11 MINUTES 53 SECONDS WEST ALONG SAID EAST LINE, 295.86 FEET; THENCE SOUTH 88 DEGREES 48 MINUTES 29 SECONDS EAST, 580.96 FEET TO THE CENTERLINE OF EXISTING EOLA ROAD; THENCE SOUTH 01 DEGREES 11 MINUTES 31 SECONDS WEST ALONG SAID CENTERLINE, 1172.44 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 03 SECONDS WEST, 300.54 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 53 SECONDS EAST, 300.00 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 03 SECONDS WEST, 260.00 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18; THENCE NORTH 00 DEGREES 11 MINUTES 53 SECONDS EAST ALONG SAID EAST LINE, 597.60 FEET; THENCE SOUTH 88 DEGREES 56 MINUTES 35 SECONDS WEST, 356.00 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 53 SECONDS WEST, 660.00 FEET; THENCE SOUTH 88 DEGREES 56 MINUTES 35 SECONDS WEST, 544.00 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 53 SECONDS WEST, 660.00 FEET TO THE SOUTH LINE OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 88 DEGREES 56 MINUTES 35 SECONDS EAST ALONG SAID SOUTH LINE, 900.00 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE NORTH 00 DEGREES 11 MINUTES 53 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, 347.40 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 03 SECONDS EAST, 559.23 FEET TO THE CENTERLINE OF EXISTING EOLA ROAD; THENCE SOUTH 01 DEGREES 11 MINUTES 31 SECONDS WEST ALONG SAID CENTERLINE, 1080.41 FEET TO THE CENTERLINE OF EXISTING LIBERTY STREET; THENCE SOUTH 82 DEGREES 27 MINUTES 36 SECONDS WEST ALONG SAID CENTERLINE, 544.70 FEET TO THE EAST LINE OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 00 DEGREES 08 MINUTES 40 SECONDS WEST ALONG SAID EAST LINE, 882.05 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 21 SECONDS EAST, 539.72 FEET TO THE EXISTING EAST LINE OF EOLA ROAD (SAID LINE BEING 33 FEET EASTERLY AND PARALLEL WITH THE CENTERLINE OF EOLA ROAD); THENCE SOUTH 02 DEGREES 15 MINUTES 20 SECONDS WEST ALONG SAID EAST LINE, 462.66 FEET; THENCE SOUTH 89 DEGREES 00 MINUTES 21 SECONDS WEST, 522.68 FEET TO THE EAST LINE OF THE AFOREMENTIONED SECTION 19; THENCE SOUTH 88 DEGREES 56 MINUTES 35 SECONDS WEST, 1333.09 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE SOUTH 00 DEGREES 07 MINUTES 41 SECONDS WEST ALONG SAID WEST LINE, 511.80 FEET TO THE SOUTH LINE OF SECTION 19; THENCE SOUTH 88 DEGREES 46 MINUTES 22 SECONDS WEST ALONG SAID SOUTH LINE, 1229.61 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 52 SECONDS WEST, 1565.73 FEET TO THE CENTERLINE OF EXISTING LIBERTY STREET; THENCE NORTH 82 DEGREES 22 MINUTES 49 SECONDS EAST ALONG SAID CENTERLINE, 389.69 FEET TO THE CENTERLINE OF WEST EOLA ROAD (ALSO KNOWN AS VAUGH ROAD); THENCE NORTH 06 DEGREES 29 MINUTES 10 SECONDS WEST ALONG SAID CENTERLINE OF WEST EOLA ROAD, 1058.96 FEET TO THE SOUTH LINE OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE SOUTH 88 DEGREES 56 MINUTES 35 SECONDS WEST ALONG SAID SOUTH LINE, 2490.24 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS, SUBJECT TO THE RIGHTS OF THE PUBLIC, STATE OF ILLINOIS, COUNTY OF DUPAGE AND LOCAL MUNICIPALITIES IN THAT PART OF THE LAND FALLING WITHIN EOLA ROAD, LIBERTY STREET AND WEST EOLA ROAD (ALSO KNOWN AS VAUGHN ROAD.)

AND ALSO THAT PART OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY COMMENCING AT THE NORTHWEST CORNER OF LOT 1 IN WALTER S. OTTO'S ASSESSMENT PLAT RECORDED OCTOBER 10, 1947 AS DOCUMENT 531314, SAID POINT BEING ON THE CENTERLINE OF EXISTING EOLA ROAD; THENCE SOUTH 89 DEGREES 53 MINUTES 03 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 125.38 FEET FOR A POINT OF BEGINNING ON THE EASTERLY LINE OF REALIGNED EOLA ROAD; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE, BEING A CURVE CONCAVED EASTERLY HAVING A RADIUS OF 3759.72 FEET, AN ARC DISTANCE OF 232.61 FEET; THENCE NORTH 14 DEGREES 51 MINUTES 50 SECONDS EAST ALONG SAID

EASTERLY LINE TANGENT TO THE LAST DESCRIBED COURSE, 699.03 FEET; THENCE NORTH 17 DEGREES 27 MINUTES 58 SECONDS EAST ALONG SAID EASTERLY LINE, 649.89 FEET; THENCE NORTH 02 DEGREES 28 MINUTES 11 SECONDS EAST ALONG SAID EASTERLY LINE, 277.07 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY; THENCE NORTH 78 DEGREES 43 MINUTES 47 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 261.89 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE BEING A CURVE CONCAVED SOUTHWESTERLY, HAVING A RADIUS OF 1880.08 FEET, AN ARC DISTANCE OF 1498.84 FEET; THENCE SOUTH 00 DEGREES 26 MINUTES 12 SECONDS EAST, 941.36 FEET TO THE NORTHERLY LINE OF WALTER S. OTTO'S ASSESSMENT PLAT; THENCE NORTH 88 DEGREES 45 MINUTES 14 SECONDS WEST ALONG SAID NORTHERLY LINE, 1428.90 FEET; THENCE SOUTH 00 DEGREES 52 MINUTES 24 SECONDS WEST ALONG SAID NORTHERLY LINE, 340.23 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 03 SECONDS WEST ALONG SAID NORTHERLY LINE, 590.05 FEET TO THE POINT OF BEGINNING IN DUPAGE COUNTY, ILLINOIS;

AND ALSO THAT PART OF THE SOUTH HALF OF SECTIONS 19 AND 20, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 19; THENCE SOUTH 88 DEGREES 46 MINUTES 22 SECONDS WEST, 351.12 FEET; THENCE SOUTH 02 DEGREES 22 MINUTES 05 SECONDS WEST, 358.50 FEET FOR A POINT OF BEGINNING; THENCE NORTH 88 DEGREES 46 MINUTES 22 SECONDS EAST, 365.12 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH 89 DEGREES 06 MINUTES 55 SECONDS EAST, 490.59 FEET TO THE EASTERLY LINE OF EXISTING EOLA ROAD (SAID LINE BEING 33 FEET EASTERLY AND PARALLEL WITH THE CENTERLINE OF EOLA ROAD); THENCE SOUTH 02 DEGREES 15 MINUTES 20 SECONDS WEST ALONG SAID EAST LINE, 349.26 FEET TO THE NORTHERLY LINE OF EAST NEW YORK STREET (SAID LINE BEING 30 FEET NORTHERLY AND PARALLEL WITH THE CENTERLINE OF EAST NEW YORK STREET); THENCE SOUTH 84 DEGREES 12 MINUTES 43 SECONDS WEST ALONG SAID NORTHERLY LINE, 480.12 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 00 DEGREES 07 MINUTES 48 SECONDS WEST ALONG SAID WEST LINE, 30.16 FEET TO THE CENTERLINE OF EAST NEW YORK STREET; THENCE SOUTH 84 DEGREES 12 MINUTES 41 SECONDS WEST ALONG SAID CENTERLINE, 384.7 FEET; THENCE NORTH 02 DEGREES 22 MINUTES 05 SECONDS EAST, 451.36 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS, SUBJECT TO THE RIGHTS OF THE PUBLIC, STATE OF ILLINOIS, COUNTY OF DUPAGE AND LOCAL MUNICIPALITIES IN THAT PART FALLING WITHIN EOLA ROAD AND EAST NEW YORK STREET.

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