



Doc#: 0327603102
Eugene "Gene" Moore Fee: \$162.50
Cook County Recorder of Deeds
Date: 10/03/2003 02:54 PM Pg: 1 of 31

RESOLUTION 2003 – 100-R

**A RESOLUTION AUTHORIZING THE EXECUTION
OF THE INTERGOVERNMENTAL AGREEMENT AMONG
THE CITY OF ELGIN, THE VILLAGE OF BARTLETT, BLUFF CITY
MATERIALS, INC., GIFFORD 300, LLC, BLUFF CITY LLC
AND SOUTHWIND FINANCIAL, LTD.**

BE IT RESOLVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

SECTION ONE: That the Intergovernmental Agreement among the City of Elgin, the Village of Bartlett, Bluff City Materials, Inc., Gifford 300, LLC, Bluff City, LLC and Southwind Financial, Ltd. July 29, 2003 (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: The Village President and Village Clerk are authorized to sign and attest, respectively, the Agreement on behalf of the Village.

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval.

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ROLL CALL VOTE:

AYES: Trustee Airdo, Arends, Bormann, Floyd, Kavouris, Nolan

NAYS: None

ABSENT: None

PASSED: July 29, 2003

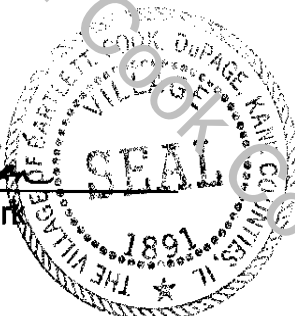
APPROVED: July 29, 2003

Catherine J. Meichert

Catherine J. Meichert, Village President

ATTEST:

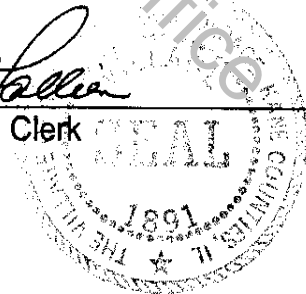
Linda Gallien
Linda Gallien, Village Clerk



CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2003 – 100-R, enacted on July 29, 2003, approved on July 29, 2003, as the same appears from the official records of the Village of Bartlett.

Linda Gallien
Linda Gallien, Village Clerk



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INTERGOVERNMENTAL AGREEMENT AND COVENANT

THIS INTERGOVERNMENTAL AGREEMENT AND COVENANT (this "Agreement") is made and entered into as of the 29 day of July, 2003 by and between the CITY OF ELGIN, an Illinois municipal corporation (hereinafter referred to as "Elgin"), the VILLAGE OF BARTLETT, an Illinois municipal corporation (hereinafter referred to as "Bartlett"), Bluff City Materials, Inc., an Illinois corporation ("Bluff City"), Gifford 300, LLC, an Illinois limited liability company (Gifford 300"), Bluff City, LLC, an Illinois limited liability company ("City LLC") and Southwind Financial, Ltd, an Illinois corporation ("Southwind").

WITNESSETH

WHEREAS, Article 7, Section 10 of the Constitution of the State of Illinois, 1970, authorizes units of local government, including municipalities, to enter into contracts to exercise, combine or transfer any power or function not prohibited to them by law or ordinance; and

WHEREAS, Illinois Compiled Statutes, Chapter 5, Section 220/1 et seq., known as the Intergovernmental Cooperation Act, authorizes units of local government in Illinois to exercise jointly with any other public agency within the state, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually and to enter into contracts for the performance of governmental services, activities and undertakings; and

WHEREAS, Bluff City and Gifford 300 (hereinafter collectively called the "Elgin Owner") are the owners of record of a certain parcel of real property containing approximately 347 acres described in Exhibit "A" which is attached hereto and made a part hereof (which real property, for convenience, is hereafter referred to as the "Elgin Property"). The Elgin Property is currently within the corporate limits of Elgin, and is also contiguous to the Bartlett Property (hereafter defined); and

WHEREAS, City LLC and Southwind (hereinafter collectively called the "Bartlett Owner") are the owners of record of the real property containing approximately 311 acres described in Exhibit "B" attached hereto and made a part hereof (which real property, for convenience, is hereafter referred to as the "Bartlett Property"). The Bartlett Property is currently in unincorporated Cook and Kane Counties, Illinois; and

WHEREAS, the Elgin Owner and the Bartlett Owner are affiliated companies and thus are hereinafter collectively called the "Owner"; and

WHEREAS, Owner has petitioned Elgin for the approval of one or more ordinances authorizing the conduct of Subterranean Mining (as hereafter defined) on the Elgin Property; and

WHEREAS, Owner has petitioned Bartlett for the approval of one or more ordinances annexing the Bartlett Property and authorizing the conduct of Subterranean Mining (as hereafter defined) on the Bartlett Property; and

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WHEREAS, Bluff City (or its subcontractors, sublessees, or the respective Owners' lessee(s)) is anticipated to be the company that will conduct Subterranean Mining on both the Elgin Property and the Bartlett Property under its agreements with the Elgin Owner and the Bartlett Owner; and

WHEREAS, Elgin and Bartlett agree that if they each approve Subterranean Mining on the Elgin and Bartlett Properties (respectively), then it would be mutually beneficial to Elgin and Bartlett that (i) they each collect Subterranean Mining Royalties (as hereafter defined) from the party conducting such Subterranean Mining and (b) they agree to Royalty Sharing (as hereafter defined); and

WHEREAS, Elgin and Bartlett are each home rule units which may lawfully exercise any power or perform any function relating to its government and affairs; and

WHEREAS, the various undertakings by Elgin and by Bartlett in this Agreement relate to the respective government and affairs of Elgin and Bartlett.

NOW, THEREFORE, for and in consideration of the mutual promises and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

DEFINITIONS

"Subterranean Mining" means "Subterranean Mining" shall mean the conduct, at depths not less than approximately 250 feet below the surface of the ground, of mining and removal of limestone, galena, gravel, sand and other minerals (collectively "Resources"), via blasting and other means, and, as incidental or accessory operations to the foregoing or in connection therewith (i) the stockpiling and sale, at wholesale or retail, of the Resources; (ii) the screening, crushing, mixing, washing, grinding and storage of the Resources in connection with the preparation of the same for sale; (iii) the construction, maintenance and operation of such buildings, structures, conveyors, and other moveable and immovable equipment necessary to carry out the foregoing, including underground passages, shafts or entries through, to and from other mines and lands adjacent to or on the property, (iv) the storage of explosives and such other equipment necessary to carry out the mining, (v) the establishment of subterranean offices, equipment storage and equipment repair facilities, and (vi) the establishment on the surface of secondary processing equipment, stockpiles of processed Resources, and scales and offices used in connection with the sale of such Resources. Blasting on the surface shall be permitted only to the extent required to construct the "portal" leading from the surface to the subterranean mining operation.

"Subterranean Mining Royalties" shall have the meaning as set forth in paragraph 1.4(b) below;

"Royalty Sharing" shall have the meaning as set forth in paragraph 1.4(c) below.

AGREEMENT

I. ZONING CONSIDERATION: ROYALTIES

- 1.1 The Owner has filed (a) with Elgin one or more applications (the "Elgin Mining Application") seeking its approval of the conduct of Subterranean Mining on the Elgin Property and (b) with Bartlett, one or more applications (the "Bartlett Annexation and Mining

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Application”) seeking the annexation by Bartlett and its approval of the and the conduct of Subterranean Mining on the Bartlett Property.

- 1.2 Elgin hereby agrees to administratively process and consider in good faith and without undue delay the Elgin Mining Application filed by Owner. Elgin shall promptly notify Bartlett in writing of the action taken by Elgin’s corporate authorities in granting or denying the Elgin Mining Application.
- 1.3 Bartlett hereby agrees to administratively process and consider in good faith and without undue delay the Bartlett Annexation and Mining Application filed by Owner. Bartlett shall promptly notify Elgin in writing of the action taken by Bartlett’s corporate authorities in granting or denying the Bartlett Annexation and Mining Application.
- 1.4 If Elgin approves Subterranean Mining pursuant to the Elgin Mining Application and Bartlett approves Subterranean Mining pursuant to the Bartlett Annexation and Mining Application, then Elgin and Bartlett agree as follows:
- (a) Elgin and Bartlett shall each require that the party or parties that may, from time to time, be conducting the Subterranean Mining activities on the Elgin Property and on the Bartlett Property (hereinafter called the “Mining Operator”) shall be required to pay all Subterranean Mining Royalties (as hereafter defined) to each of Elgin and Bartlett in the manner prescribed in subparagraph 1(c) below.
 - (b) The term “Subterranean Mining Royalty” shall mean a royalty equal to the product of (i) 1 ½% (.015) multiplied by (ii) the Mining Operator’s Net Subterranean Mining Imputed Sales Revenue (as hereafter defined).
 - (c) The term “Net Subterranean Mining Imputed Sales Revenue “ means:
 - (A) **Arms-length Sales to Third Parties Consummated at the Elgin Property and / or Bartlett Property:** In the case of sales of Resources extracted through the conduct of Subterranean Mining under the Elgin Property and / or Bartlett Property and sold at arms length to a third party purchaser, the Net Subterranean Mining Imputed Sales Revenue shall equal (1) gross sales price billed by the Mining Operator to the third-party less (2) all taxes, freight, shipping and customer allowances, and such Net Subterranean Mining Imputed Sales Revenue shall be deemed to have been received by the Mining Operator on the date such Resources leave the confines of both the Elgin Property and the Bartlett Property. If the Mining Operator sells the said Resources to (A) the Owner or (B) an affiliate of the Owner or Mining Operator (in either case an “Intermediary”) and such Intermediary re-sells the Resources to the ultimate third party purchaser, then the Net Subterranean Mining Imputed Sales Revenue shall be based upon (x) gross sales price billed by the Intermediary to the third-party less (y) all taxes, freight, shipping and customer allowances;

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- (B) **Dispositions Not Involving Sales at Arms-length:** In the case of the disposition of saleable Resources extracted through the conduct of Subterranean Mining under the Elgin Property and / or Bartlett Property other than by way of sale (such as, by way of example only, through exchange, barter, or gift) but excluding those Resources used in on-site construction or maintenance, the Net Subterranean Mining Imputed Sales Revenue shall be deemed to equal the product of (1) the average sales price per ton enjoyed by the Mining Operator from the arms length sale of similar Resources to third party purchasers of similar-sized orders of such Resources during the preceding 12 months multiplied by (2) the tonnage of such Resources which is shipped off the confines of both the Elgin Property and the Bartlett Property; it being the intention of the parties that Elgin shall be entitled to receive Subterranean Mining Royalties whenever such saleable Resources are removed from the confines of both the Elgin Property and the Bartlett Property even though not by way of traditional sale.
- (C) **Sales of Resources From Other Business Sites of the Mining Operator:** In the case of the disposition of Resources (i) extracted through the conduct of Subterranean Mining under the Elgin Property and / or Bartlett Property other than to a third party purchaser and (ii) shipped to an off-site sales yard operated by the Mining Operator for sale from such off-site location, the Net Subterranean Mining Imputed Sales Revenue shall be determined as follows:
- (1) if such Resources are sold within six (6) months of being removed from the Elgin Property and Bartlett Property, then the Net Subterranean Mining Imputed Sales Revenue shall be determined on the date of such sale in the manner provided in subparagraph (A) above; and otherwise
 - (2) if such Resources are not sold within six (6) months of being removed from the Elgin Property and Bartlett Property, then the Net Subterranean Mining Imputed Sales Revenue shall be determined as of the first day of the seventh (7th) month in the manner provided in subparagraph (B) above.
- (d) Subterranean Mining Royalties payable by any and all Mining Operators to either of Elgin or Bartlett (or to both municipalities) shall be shared as follows (hereinafter called "Royalty Sharing"):
- (i) It is agreed that for the first five (5) years following the date on which Resources are first extracted from a depth of below 250 feet on either the Elgin Property or the Bartlett Property (such date being hereinafter called the "Subterranean Mining Commencement Date"), all Subterranean Mining Royalties received by either Elgin or Bartlett shall be shared two-thirds (2/3rds) to Bartlett and one-third (1/3rd) to Elgin. The Owner shall notify Elgin

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and Bartlett in writing on the date that Resources are first extracted from a depth of below 250 feet on either the Elgin Property or the Bartlett Property.

- (ii) Commencing with the first day of the sixth (6th) year following the Subterranean Mining Commencement Date, and continuing through the fifty-second (52nd) year following the Subterranean Mining Commencement Date, all Subterranean Mining Royalties received by either Elgin or Bartlett shall be shared one-half (1/2) to Bartlett and one-half (1/2) to Elgin.
 - (iii) Commencing with the first day of the fifty-third (53rd) year following the Subterranean Mining Commencement Date, and continuing through the fifty-seventh (57th) year following the Subterranean Mining Commencement Date while Subterranean Mining shall continue on either or both of the Elgin Property and / or the Bartlett Property all Subterranean Mining Royalties received by either Elgin or Bartlett shall be shared two-thirds (2/3rds) to Elgin and one-third (1/3rd) to Bartlett.
 - (iv) Commencing with the first day of the fifty-eighth (58th) year following the Subterranean Mining Commencement Date, and continuing while Subterranean Mining shall continue on either or both of the Elgin Property or the Bartlett Property, all Subterranean Mining Royalties received by either Elgin or Bartlett shall be shared one-half (1/2) to Bartlett and one-half (1/2) to Elgin.
 - (v) Elgin and Bartlett expressly acknowledge and agree that (A) imbalances will predictably occur in the amount of Subterranean Mining that may, at any one time, or from time to time, be occurring within the Elgin Property and / or Bartlett Property, and accordingly (B) Royalty Sharing in the manner provided for herein will generally flatten revenue fluctuations for both municipalities to their individual and mutual best interests.
 - (vi) Elgin and Bartlett also expressly acknowledge and agree that if either of them, after first approving the conduct of Subterranean Mining, later terminates the right to conduct such Subterranean Mining on either of the Elgin Property or the Bartlett Property (as the case may be) then such municipality so terminating such right to conduct Subterranean Mining shall waive all rights to receive any further Royalty Sharing from the other municipality and, instead, only the municipality which permits Subterranean Mining shall have any right to receive Subterranean Mining Royalties.
- (e) To secure the payment of the Subterranean Mining Royalties to Elgin and Bartlett as provided herein, the Owner shall:
- (i) record against the Elgin Property and the Bartlett Property a covenant (the "Royalty Covenant") which shall run with title to the land and which memorializes the obligation of any Mining Operator to pay Subterranean Mining Royalties as provided herein. Elgin and Bartlett agree that said Royalty Covenant shall not be deemed to be an obligation upon any party (1)

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to whom the current Owner may sell the Elgin Property or Bartlett Property, or any portion of either of same ("New Owner") and (2) who does not have any financial interest in the Subterranean Mining occurring thereon; provided, however, that the Royalty Covenant shall continue to be a binding obligation upon any person or entity that continues to, or thereafter conducts, any Subterranean Mining on the Elgin Property or Bartlett Property, or either of same.

- (ii) include in any lease or subcontract agreement the Owner may enter into with a Mining Operator in connection with Subterranean Mining ("Mining Agreement") specific provisions (A) obligating the Mining Operator to pay the Subterranean Mining Royalty directly to Elgin and Bartlett to the extent payable under such Mining Agreement, and (B) making Elgin and Bartlett third party beneficiaries of any such Mining Agreement with the right to enforce the payment of the Subterranean Mining Royalties as against the Mining Operator to the extent payable under such Mining Agreement.
- (f) Owner hereby further covenants, represents and agrees as follows:
- (i) Owner is agreeing to pay the Subterranean Mining Royalties as an inducement to Elgin and Bartlett to enter into this Intergovernmental Agreement and to zone the Elgin Property and Bartlett Property in order to allow blasting on and under the Elgin Property and Bartlett Property in connection with Subterranean Mining; and
- (ii) Owner further acknowledges and agrees that (A) the imposition of the Subterranean Mining Royalties by Elgin and Bartlett is not motivated by the desire to merely raise revenue, but, instead, (B) such Subterranean Mining Royalties bear a reasonable relationship to the costs anticipated to be incurred in maintaining public safety by Elgin and Bartlett in connection with the regulation and administration of the Subterranean Mining within their respective corporate boundaries; and
- (iii) The Owner, for itself and its successors, assigns, grantees, licensees and tenants, hereby waives and releases any claim it may have, or allege to have, to challenge the propriety / legality of the Subterranean Mining Royalties; and
- (iv) The Owner, for itself and its successors, assigns, grantees, licensees and tenants hereby covenants and agrees that in consideration of this Agreement neither the Owner nor its successors, assigns, grantees, licensees or tenants shall directly or indirectly sue Elgin or Bartlett in an effort to have declared invalid, or to otherwise eliminate or modify, the requirement contained herein that Subterranean Mining Royalties shall be payable to Elgin and Bartlett as provided herein. (The covenant and agreement of the Owner as set forth in the preceding sentence shall hereinafter be called the "Covenant Not To Sue"). The parties hereto understand and agree that the Owner's Covenant Not To Sue as stated herein is a material inducement to Elgin and Bartlett's agreement to enter into this Agreement and is freely and voluntarily given.

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- (v) The Owner hereby agrees to insert into any lease or license agreement that it may enter into with a third party in connection with the conduct of Subterranean Mining on the Elgin Property and Bartlett Property provisions referring to and incorporating the provisions of this subparagraph 1.4(f) so as to make same binding on such third party.

- 1.5 If (a) the Owner withdraws the Elgin Development Application prior to approval thereof by Elgin, or (b) Elgin does not approve same, then in either event Elgin shall not be entitled to any Royalty Sharing from Bartlett hereunder.
- 1.6 Similarly, if (a) the Owner withdraws the Bartlett Annexation and Development Application prior to approval thereof by Bartlett, or (b) Bartlett does not approve same, then Bartlett shall not be entitled to any Royalty Sharing from Elgin hereunder.

II. GENERAL PROVISIONS

- 2.1 This Agreement shall be binding upon and inure to the benefit of Elgin and Bartlett and their respective successors and assigns.
- 2.2 This Agreement shall not be construed or interpreted as a precedent for any other property or other purpose.
- 2.3 Each party hereto represents to the other that it has full knowledge as to all material matters bearing on the respective positions and obligations that are addressed by this Agreement and acknowledges the reliance of the other party on the representations and undertakings set forth herein in entering into this Agreement.
- 2.4 This Agreement embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions or obligations other than those contained herein. This Agreement shall not be modified except with the written consent of Elgin and Bartlett.
- 2.5 Neither Elgin nor Bartlett shall be under any obligation to approve the Elgin Development Application or the Bartlett Annexation and Development Application. Neither party shall be under any obligation to exercise any of the rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. Except as otherwise expressly provided herein, the failure of any party to exercise at any time any such right shall not be deemed or construed a waiver thereof, nor shall such failure void or adversely affect such party's right to enforce such right or any other right. However, nothing contained in this paragraph 2.5 shall relieve either party of its obligations hereunder.
- 2.6 Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law.

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- 2.7 This Agreement is and shall be deemed and construed to be the joint and collective work product of Elgin, Bartlett and Bluff City and the Owner and, as such, this Agreement shall not be construed against either party, as the otherwise purported drafter of same, by any court of competent jurisdiction and order resolving any inconsistency, any ambiguity, vagueness or conflict in the terms or provisions, if any, contained herein.
- 2.8 This Agreement shall be enforceable in a court of competent jurisdiction by any of the parties, by an appropriate action at law or in equity to secure the performance of the covenants herein described. If any clause or provision of this Agreement is determined to be illegal, invalid, or unenforceable under present or future laws, the remainder of this Agreement shall not be affected by such determination, and in lieu of each clause or provision that is determined to be illegal, invalid or unenforceable, there shall be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable. If the Owner or the Mining Operator legally challenge the validity of the covenant contained herein requiring the payment of Mining Royalties and such covenant is declared invalid, then Elgin and / or Bartlett shall be entitled to a preliminary and permanent injunction prohibiting any further Subterranean Mining (and surface activities in support thereof) on the Elgin Property or Bartlett Property. The parties hereto agree to litigate any and all disputes arising out of or in connection with this Agreement in the Circuit Court of Cook County, Illinois, and by executing this Agreement each parties agrees that such Court shall be the proper and exclusive venue for any such proceeding.
- 2.9 This Agreement may be executed in multiple counterparts, all of which, together, shall constitute one and the same agreement. Further photocopies, facsimile transmissions and other reproductions of this Agreement and / or the signatures hereon shall be the equivalent of originals.
- 2.10 No party shall be deemed to be in breach of its obligations hereunder unless (i) written notice of the alleged breach is first given to such party allegedly in default (the "Defaulting Party") and (ii) the Defaulting Party fails to correct such alleged breach within 30 days of the date of such notice. Without limiting the generality of the foregoing, because it is anticipated that the Mining Operator will be calculating and making payments of Subterranean Mining Royalties directly to Elgin and Bartlett, it is further agreed that notice of any failure by the Mining Operator to make such payments shall be given to Owner and the Mining Operator.
- 2.11 Elgin and Bartlett shall have the right to review or audit the Mining Operator's records pertaining to its Net Subterranean Mining Imputed Sales Revenue not more frequently than once each calendar quarter at the Mining Operator's offices located in the Chicagoland area. The payment of the Subterranean Mining Royalty shall be made within 60 days following the close of each calendar quarter.
- 2.12 Any failure on the part of a Mining Operator to pay to Elgin or Bartlett all Subterranean Royalties required under this Agreement shall hereinafter be called a "Royalty Deficiency". Elgin and Bartlett each agree that:

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- (a) it shall not have the right to assert any claim ("Royalty Deficiency Claim") or take any other action against the Owner or the Mining Operator that extracted and sold the Resources, or the Owner's zoning entitlements with respect to any Royalty Deficiency on the part of the Mining Operator that pertain to Net Subterranean Mining Imputed Sales Revenue generated by such Mining Operator more than five (5) years prior to the assertion of the Royalty Deficiency Claim ; and
- (b) If the Owner notifies Elgin and Bartlett in writing that the existing Mining Operator ("Existing Operator") has or will be replaced (hereinafter called an "Operator Change Notice") then neither Elgin nor Bartlett shall have the right to assert any Royalty Deficiency Claim, or take any other action against the Owner or the Mining Operator that extracted and sold the Resources, or the Owner's zoning entitlements, with respect to any Royalty Deficiency on the part of the Existing Operator unless such Royalty Deficiency Claim is asserted within six (6) months of the Operator Change Notice, and in such case the Royalty Deficiency Claim shall not pertain to Net Subterranean Mining Imputed Sales Revenue generated by such Mining Operator more than five (5) years prior to the assertion of the Royalty Deficiency Claim .
- 2.13 In any action or proceeding between the parties arising out of or in connection with this Agreement or the breach or enforcement hereof, the party(ies) prevailing in such proceeding shall be entitled to recover its / their costs and expenses, including, without limitation, reasonable attorneys' fees, from the non-prevailing party(ies).
- 2.14 The parties agree to cooperate in good faith in recording against the Elgin Property and the Bartlett Property a memorandum of this Agreement.

[signature page follows]

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IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date and year first written above.

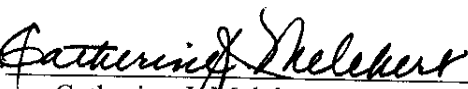
THE CITY ELGIN, an Illinois municipal corporation

By: 
Ed Schock, Mayor

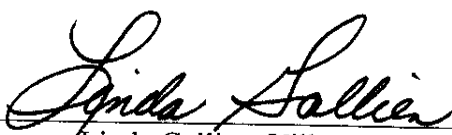
Attest:


Dolonna Mecum, City Clerk

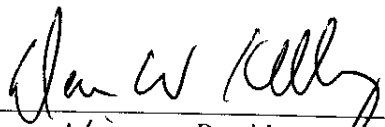
THE VILLAGE OF BARTLETT, an Illinois municipal corporation

By: 
Catherine J. Melchert, President

Attest:


Linda Gallien, Village Clerk

BLUFF CITY MATERIALS, INC., an Illinois corporation

By: 
Vice, President

Property of Cook County Clerk's Office

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GIFFORD 300, LLC, an Illinois limited liability company

By: *Alan W Kelly*
Manager

Southwind Financial, Ltd., an Illinois corporation

By: *Alan W Kelly*
VP

BLUFF CITY, LLC, an Illinois limited liability company

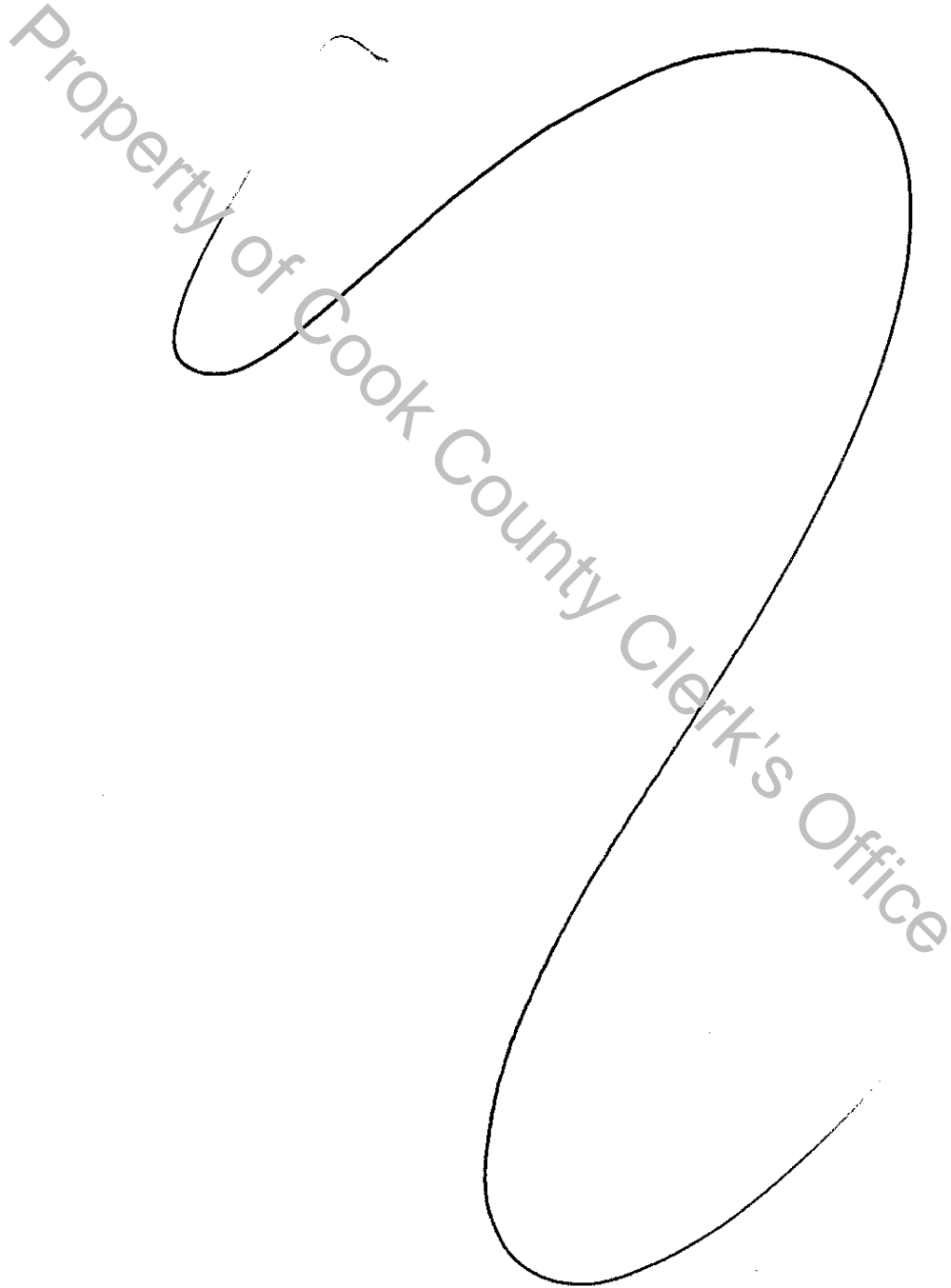
By: *Alan W Kelly*
Manager

Property of Cook County Clerk's Office

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EXHIBIT A

Elgin Property Legal Description



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LEGAL DESCRIPTION: PARCEL A

THAT PART OF SECTIONS 20 AND 29, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE NORTH 88 DEGREES 39 MINUTES 37 SECONDS EAST (NORTH 88 DEGREES 54 MINUTES 06 SECONDS EAST RECORD) ALONG THE NORTH LINE OF SAID SECTION 29, 31.15 FEET (29.89 FEET RECORD) TO THE WESTERLY RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY; THENCE NORTH 09 DEGREES 03 MINUTES 09 SECONDS EAST (NORTH 09 DEGREES 15 MINUTES EAST RECORD) ALONG SAID WESTERLY RIGHT OF WAY LINE 381.80 FEET TO THE CENTER LINE OF THE OLD ROAD (FOR A POINT HEREINAFTER KNOWN AS POINT A); THENCE NORTH 69 DEGREES 42 MINUTES 53 SECONDS WEST (NORTH 69 DEGREES 27 MINUTES 30 SECONDS WEST RECORD) ALONG SAID CENTER LINE 815.99 FEET TO THE NORTHEAST CORNER OF LAND DEDICATED FOR PUBLIC HIGHWAY PURPOSES; THENCE SOUTH 17 DEGREES 09 MINUTES 20 SECONDS WEST (SOUTH 17 DEGREES 24 MINUTES 43 SECONDS WEST RECORD) 65.0 FEET TO A POINT 98.0 FEET SOUTHERLY OF THE CENTER LINE OF THE EXISTING U.S. ROUTE 20 (AS MEASURED AT RIGHT ANGLES THERETO); THENCE NORTH 72 DEGREES 50 MINUTES 39 SECONDS WEST (NORTH 72 DEGREES 35 MINUTES 16 SECONDS WEST RECORD) ALONG THE SOUTHERLY LINE OF SAID DEDICATED LAND 108.74 FEET (109.0 FEET DEED); THENCE SOUTH 80 DEGREES 25 MINUTES 28 SECONDS WEST (SOUTH 80 DEGREES 40 MINUTES 50 SECONDS WEST RECORD) ALONG SAID SOUTHERLY LINE 176.92 FEET (177.40 FEET DEED); THENCE SOUTH 68 DEGREES 04 MINUTES 20 SECONDS WEST (SOUTH 67 DEGREES 45 MINUTES 28 SECONDS WEST RECORD) A CHORD DISTANCE OF 352.77 FEET (353.95 FEET RECORD), (SAID CHORD BEING PART OF A CURVE HAVING A RADIUS OF 272.0 FEET AND AN ARC DISTANCE OF 377.24 FEET (385.35 FEET RECORD) WHICH IS THE SOUTHERLY LINE OF SAID DEDICATED PROPERTY) TO A POINT HEREINAFTER KNOWN AS POINT B ON THE EASTERLY LINE OF COMMONWEALTH EDISON COMPANY PROPERTY, SAID LINE BEING 40.0 FEET EASTERLY OF AND PARALLEL TO A LINE DEFINED AS THE EASTERLY LINE IN DOCUMENTS 9899344 AND 9929391; THENCE SOUTH 05 DEGREES 06 MINUTES 42 SECONDS WEST (SOUTH 05 DEGREES 57 MINUTES 15 SECONDS WEST RECORD) ALONG SAID COMMONWEALTH EDISON PROPERTY 363.69 FEET (362.82 FEET RECORD) TO AN ANGLE POINT; THENCE SOUTH 08 DEGREES 17 MINUTES 38 SECONDS WEST (SOUTH 08 DEGREES 24 MINUTES 57 SECONDS WEST RECORD) ALONG SAID EASTERLY LINE OF COMMONWEALTH EDISON PROPERTY 1015.47 FEET TO THE SOUTH LINE OF THAT PART CONVEYED TO BLUFF CITY MATERIALS, INC., FKA ABBOTT CONTRACTORS OF ILLINOIS, INC. BY DOCUMENT NUMBER 88412478; THENCE SOUTH 77 DEGREES 03 MINUTES 59 SECONDS EAST (SOUTH 76 DEGREES 51 MINUTES 08 SECONDS EAST RECORD) ALONG SAID SOUTH LINE OF THAT PART CONVEYED TO BLUFF CITY MATERIALS, INC., FKA

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ABBOTT CONTRACTORS OF ILLINOIS, INC. 1352.07 FEET (1354.07 FEET RECORD) TO THE WESTERLY LINE OF AFORESAID ELGIN, JOLIET AND EASTERN RAILWAY COMPANY TO A POINT THAT IS 1600.00 FEET SOUTHERLY OF POINT A AFORESAID (AS MEASURED ALONG SAID WESTERLY LINE); THENCE NORTH 09 DEGREES 03 MINUTES 00 SECONDS EAST (NORTH 09 DEGREES 15 MINUTES EAST RECORD) ALONG SAID RIGHT OF WAY LINE 1019.88 (1026.83 FEET RECORD); THENCE NORTH 00 DEGREES 01 MINUTE 30 SECONDS EAST 195.12 FEET (NORTH 00 DEGREES 16 MINUTES 04 SECONDS EAST 188.31 FEET RECORD) TO THE PLACE OF BEGINNING, (EXCEPTING THEREFROM A 300.0 FOOT STRIP OF LAND ALONG THE WESTERLY BOUNDARY THEREOF MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT POINT B AFORESAID; THENCE SOUTH 05 DEGREES 46 MINUTES 42 SECONDS WEST (SOUTH 05 DEGREES 57 MINUTES 15 SECONDS WEST RECORD) ALONG SAID EASTERLY LINE OF COMMONWEALTH EDISON PROPERTY 363.69 FEET (362.82 FEET RECORD) TO AN ANGLE POINT IN SAID LINE; THENCE SOUTH 08 DEGREES 17 MINUTES 38 SECONDS WEST (SOUTH 08 DEGREES 24 MINUTES 57 SECONDS WEST RECORD) ALONG SAID LINE 1015.47 FEET; THENCE SOUTH 77 DEGREES 03 MINUTES 59 SECONDS EAST 300.99 FEET (SOUTH 76 DEGREES 51 MINUTES 08 SECONDS EAST 301.03 FEET RECORD); THENCE NORTH 08 DEGREES 17 MINUTES 38 SECONDS EAST (NORTH 08 DEGREES 24 MINUTES 57 SECONDS EAST RECORD) ALONG A LINE 300.0 FEET EASTERLY OF AND PARALLEL TO THE EASTERLY LINE OF SAID COMMONWEALTH EDISON PROPERTY 1046.40 FEET (1046.75 FEET RECORD) TO AN ANGLE POINT; THENCE NORTH 05 DEGREES 46 MINUTES 42 SECONDS EAST (NORTH 05 DEGREES 57 MINUTES 15 SECONDS EAST RECORD) ALONG SAID PARALLEL LINE 510.40 FEET (510.02 FEET RECORD) TO THE SOUTHERLY LINE OF LAND DEDICATED FOR HIGHWAY PURPOSES; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE BEING ON A CURVE TO THE RIGHT AND HAVING A RADIUS OF 272.0 FEET AN ARC DISTANCE OF 355.97 FEET (356.31 FEET RECORD) TO THE POINT OF BEGINNING (THE CHORD OF THE LAST DESCRIBED LINE BEARING SOUTH 70 DEGREES 44 MINUTES 36 SECONDS WEST 331.1 FEET (SOUTH 70 DEGREES 50 MINUTES 03 SECONDS WEST 331.38 RECORD)), IN COOK COUNTY, ILLINOIS.

AND

THAT PART OF SECTIONS 20 AND 29, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE NORTH 88 DEGREES 39 MINUTES 37 SECONDS EAST (NORTH 88 DEGREES 54 MINUTES 06 SECONDS EAST RECORD) ALONG THE NORTH LINE OF SAID SECTION 29, 31.15 FEET (29.89 FEET RECORD) TO THE WESTERLY RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY; THENCE NORTH 09 DEGREES 03 MINUTES 09 SECONDS EAST (NORTH 09 DEGREES 15 MINUTES EAST RECORD) ALONG

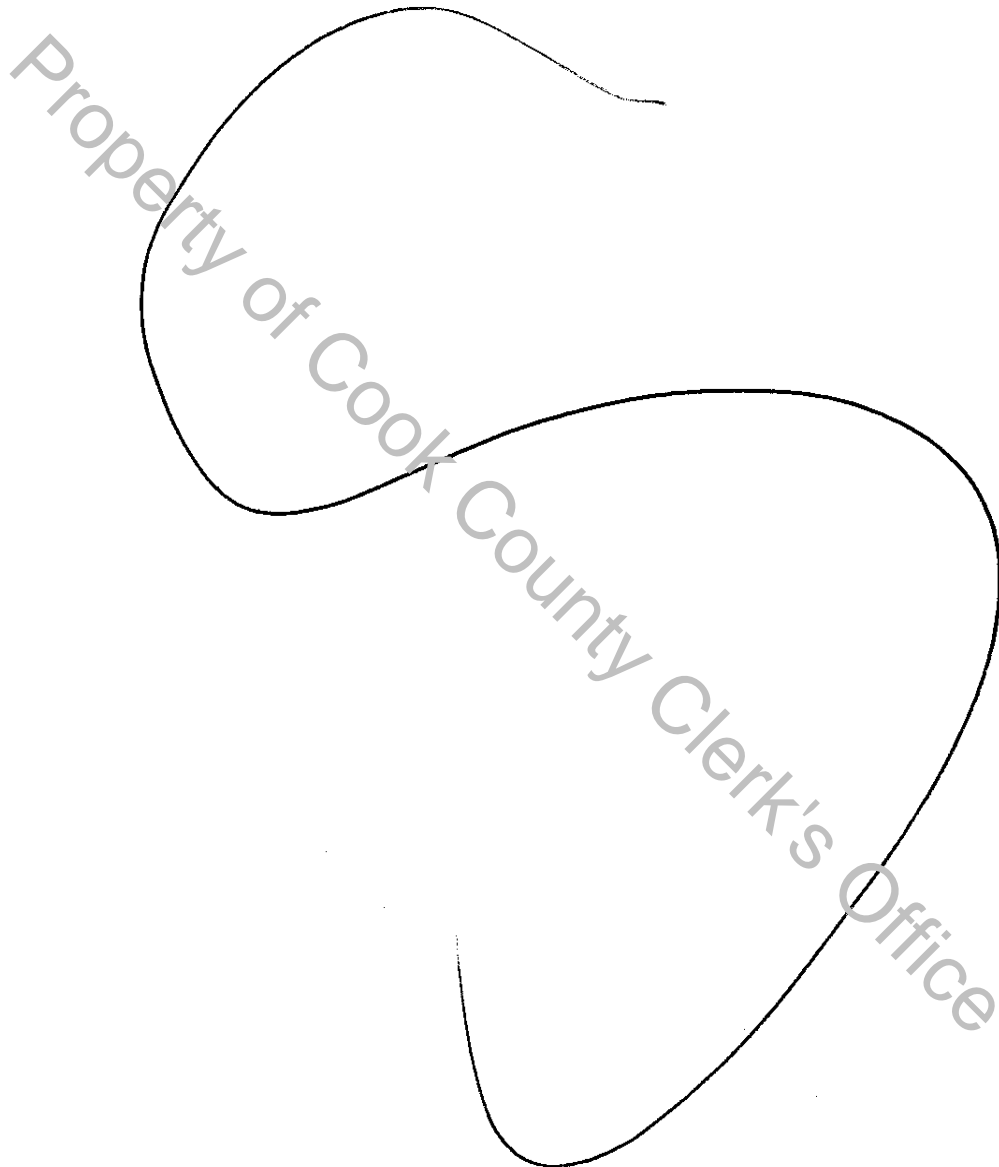
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SAID WESTERLY RIGHT OF WAY LINE 381.80 FEET TO THE CENTER LINE OF THE OLD ROAD (FOR A POINT HEREINAFTER KNOWN AS POINT A); THENCE NORTH 69 DEGREES 42 MINUTES 53 SECONDS WEST (NORTH 69 DEGREES 27 MINUTES 30 SECONDS WEST RECORD) ALONG SAID CENTER LINE 815.99 FEET TO THE NORTHEAST CORNER OF LAND DEDICATED FOR PUBLIC HIGHWAY PURPOSES; THENCE SOUTH 17 DEGREES 09 MINUTES 20 SECONDS WEST (SOUTH 17 DEGREES 24 MINUTES 43 SECONDS WEST RECORD) 65.0 FEET TO A POINT 98.0 FEET SOUTHERLY OF THE CENTER LINE OF THE EXISTING U.S. ROUTE 20 (AS MEASURED AT RIGHT ANGLES THERETO); THENCE NORTH 72 DEGREES 50 MINUTES 39 SECONDS WEST (NORTH 72 DEGREES 35 MINUTES 16 SECONDS WEST RECORD) ALONG THE SOUTHERLY LINE OF SAID DEDICATED LAND 108.74 FEET (109.0 FEET DEED); THENCE SOUTH 80 DEGREES 25 MINUTES 28 SECONDS WEST (SOUTH 80 DEGREES 40 MINUTES 50 SECONDS WEST RECORD) ALONG SAID SOUTHERLY LINE 175.92 FEET (177.40 FEET DEED); THENCE SOUTH 68 DEGREES 04 MINUTES 20 SECONDS WEST (SOUTH 67 DEGREES 45 MINUTES 28 SECONDS WEST RECORD); A CHORD DISTANCE OF 352.77 FEET (353.95 FEET RECORD), (SAID CHORD BEING PART OF A CURVE HAVING A RADIUS OF 272.0 FEET AND AN ARC DISTANCE OF 377.24 FEET (385.38 FEET RECORD) WHICH IS THE SOUTHERLY LINE OF SAID DEDICATED PROPERTY) TO A POINT HEREINAFTER KNOWN AS POINT B ON THE EASTERLY LINE OF COMMONWEALTH EDISON COMPANY PROPERTY, SAID LINE BEING 40.0 FEET EASTERLY OF AND PARALLEL TO A LINE DEFINED AS THE EASTERLY LINE IN DOCUMENTS 9899344 AND 9929391; THENCE SOUTH 05 DEGREES 46 MINUTES 42 SECONDS WEST (SOUTH 05 DEGREES 57 MINUTES 15 SECONDS WEST RECORD) ALONG SAID COMMONWEALTH EDISON PROPERTY 363.69 FEET (362.82 FEET RECORD) TO AN ANGLE POINT; THENCE SOUTH 08 DEGREES 17 MINUTES 38 SECONDS WEST (SOUTH 08 DEGREES 24 MINUTES 57 SECONDS WEST RECORD) ALONG SAID EASTERLY LINE OF COMMONWEALTH EDISON PROPERTY 1015.47 FEET TO THE SOUTH LINE OF THAT PART CONVEYED TO BLUFF CITY MATERIALS, INC., FKA ABBOTT CONTRACTORS OF ILLINOIS, INC. BY DOCUMENT NUMBER 88-12478; THENCE SOUTH 77 DEGREES 03 MINUTES 59 SECONDS EAST 300.99 FEET (SOUTH 76 DEGREES 51 MINUTES 08 SECONDS 301.03 FEET RECORD) TO THE POINT OF BEGINNING; THENCE SOUTH 77 DEGREES 03 MINUTES 59 SECONDS EAST (SOUTH 76 DEGREES 51 MINUTES 08 SECONDS EAST RECORD) CONTINUING ALONG SAID SOUTH LINE OF THAT PART CONVEYED TO BLUFF CITY MATERIALS, INC., FKA ABBOTT CONTRACTORS OF ILLINOIS, INC. 1056.08 FEET TO THE WESTERLY LINE OF THE AFORESAID ELGIN, JOLIET AND EASTERN RAILWAY COMPANY TO A POINT THAT IS 1600.00 FEET SOUTHERLY OF POINT A AFORESAID (AS MEASURED ALONG SAID WESTERLY LINE); THENCE SOUTH 09 DEGREES 03 MINUTES 00 SECONDS WEST ALONG SAID WESTERLY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY 70.14 FEET; THENCE NORTH 77 DEGREES 03 MINUTES 59 SECONDS WEST ALONG A LINE PARALLEL TO SAID SOUTH LINE OF THAT PART CONVEYED TO BLUFF CITY MATERIALS, INC., FKA

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ABBOTT CONTRACTORS OF ILLINOIS, INC., 1055.15 FEET; THENCE NORTH 08 DEGREES 17 MINUTES 38 SECONDS EAST 70.21 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

SAID PARCEL CONTAINING 42.0 ACRES MORE OR LESS.



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LEGAL DESCRIPTION: PARCEL B

THAT PART OF SECTIONS 20 AND 29, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE NORTH 88 DEGREES 39 MINUTES 37 SECONDS EAST (NORTH 88 DEGREES 54 MINUTES 06 SECONDS EAST RECORD) ALONG THE NORTH LINE OF SAID SECTION 29, 31.15 FEET (29.89 FEET RECORD) TO THE WESTERLY RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY; THENCE NORTH 09 DEGREES 03 MINUTES 09 SECONDS EAST (NORTH 09 DEGREES 15 MINUTES EAST RECORD) ALONG SAID WESTERLY RIGHT OF WAY LINE 381.80 FEET TO THE CENTER LINE OF THE OLD ROAD (FOR A POINT HEREINAFTER KNOWN AS POINT A); THENCE NORTH 69 DEGREES 42 MINUTES 53 SECONDS WEST (NORTH 69 DEGREES 27 MINUTES 30 SECONDS WEST RECORD) ALONG SAID CENTER LINE 815.99 FEET TO THE NORTH EAST CORNER OF LAND DEDICATED FOR PUBLIC HIGHWAY PURPOSES; THENCE SOUTH 17 DEGREES 09 MINUTES 20 SECONDS WEST (SOUTH 17 DEGREES 24 MINUTES 43 SECONDS WEST RECORD) 65.0 FEET TO A POINT 98.0 FEET SOUTHERLY OF THE CENTER LINE OF THE EXISTING U.S. ROUTE 20 (AS MEASURED AT RIGHT ANGLES THERETO); THENCE NORTH 72 DEGREES 50 MINUTES 39 SECONDS WEST (NORTH 72 DEGREES 35 MINUTES 16 SECONDS WEST RECORD) ALONG THE SOUTHERLY LINE OF SAID DEDICATED LAND 108.74 FEET (109.0 FEET DEED); THENCE SOUTH 80 DEGREES 25 MINUTES 28 SECONDS WEST (SOUTH 80 DEGREES 40 MINUTES 50 SECONDS WEST RECORD) ALONG SAID SOUTHERLY LINE 178.91 FEET (177.40 FEET DEED); THENCE SOUTH 67 DEGREES 52 MINUTES 02 SECONDS WEST (SOUTH 67 DEGREES 45 MINUTES 28 SECONDS WEST RECORD) A CHORD DISTANCE OF 352.34 FEET (353.95 FEET RECORD), (SAID CHORD BEING PART OF A CURVE HAVING A RADIUS OF 272.0 FEET AND AN ARC DISTANCE OF 383.28 FEET (385.38 FEET RECORD) WHICH IS THE SOUTHERLY LINE OF SAID DEDICATED PROPERTY) TO A POINT HEREINAFTER KNOWN AS POINT B ON THE EASTERLY LINE OF COMMONWEALTH EDISON COMPANY PROPERTY, SAID LINE BEING 40.0 FEET EASTERLY OF AND PARALLEL TO A LINE DEFINED AS THE EASTERLY LINE IN DOCUMENTS 9899344 AND 9929391; THENCE SOUTH 05 DEGREES 46 MINUTES 42 SECONDS WEST (SOUTH 05 DEGREES 57 MINUTES 15 SECONDS WEST RECORD) ALONG SAID COMMONWEALTH EDISON PROPERTY 363.69 FEET (362.82 FEET RECORD) TO AN ANGLE POINT; THENCE SOUTH 08 DEGREES 17 MINUTES 38 SECONDS WEST (SOUTH 08 DEGREES 24 MINUTES 57 SECONDS WEST RECORD) ALONG SAID EASTERLY LINE OF COMMONWEALTH EDISON PROPERTY 1015.47 FEET TO THE SOUTH LINE OF THAT PART CONVEYED TO BLUFF CITY MATERIALS, INC., FKA ABBOTT CONTRACTORS OF ILLINOIS, INC. BY DOCUMENT NUMBER 88412478; THENCE SOUTH 77 DEGREES 03 MINUTES 59 SECONDS EAST 300.99 FEET (SOUTH 76 DEGREES 51 MINUTES 08 SECONDS 301.03 FEET RECORD); THENCE SOUTH 08 DEGREES 17 MINUTES 38 SECONDS WEST 70.21 FEET

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ALONG A LINE 300.00 FEET EASTERLY OF AND PARALLEL TO THE EASTERLY LINE OF SAID COMMONWEALTH EDISON PROPERTY TO THE POINT OF BEGINNING; THENCE SOUTH 08 DEGREES 17 MINUTES 38 SECONDS WEST 2525.27 FEET ALONG SAID PARALLEL LINE; THENCE SOUTH 77 DEGREES 03 MINUTES 59 SECONDS EAST ALONG A LINE PARALLEL TO SAID SOUTH LINE OF THAT PART CONVEYED TO BLUFF CITY MATERIALS, INC., FKA ABBOTT CONTRACTORS OF ILLINOIS, INC. 1021.76 FEET TO THE WESTERLY LINE OF THE AFORESAID ELGIN, JOLIET AND EASTERN RAILWAY COMPANY AND 647.43 FEET NORTHERLY OF THE NORTHERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD (AS MEASURED ALONG SAID WESTERLY LINE OF ELGIN, JOLIET AND EASTERN RAILWAY); THENCE NORTH 09 DEGREES 03 MINUTES 00 SECONDS EAST ALONG SAID WESTERLY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY 2522.79 FEET; THENCE NORTH 77 DEGREES 03 MINUTES 59 SECONDS WEST ALONG A LINE PARALLEL TO SAID SOUTH LINE OF THAT PART CONVEYED TO BLUFF CITY MATERIALS, INC., FKA ABBOTT CONTRACTORS OF ILLINOIS, INC. 1055.15 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND

THAT PART OF SECTIONS 20 AND 29, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE NORTH 88 DEGREES 39 MINUTES 37 SECONDS EAST (NORTH 88 DEGREES 54 MINUTES 06 SECONDS EAST RECORD) ALONG THE NORTH LINE OF SAID SECTION 29, 31.15 FEET (29.89 FEET RECORD) TO THE WESTERLY RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY; THENCE NORTH 09 DEGREES 03 MINUTES 09 SECONDS EAST (NORTH 09 DEGREES 15 MINUTES EAST RECORD) ALONG SAID WESTERLY RIGHT OF WAY LINE 381.80 FEET TO THE CENTER LINE OF THE OLD ROAD (FOR A POINT HEREINAFTER KNOWN AS POINT A); THENCE NORTH 69 DEGREES 42 MINUTES 53 SECONDS WEST (NORTH 69 DEGREES 27 MINUTES 30 SECONDS WEST RECORD) ALONG SAID CENTER LINE 315.99 FEET TO THE NORTHEAST CORNER OF LAND DEDICATED FOR PUBLIC HIGHWAY PURPOSES; THENCE SOUTH 17 DEGREES 09 MINUTES 20 SECONDS WEST (SOUTH 17 DEGREES 24 MINUTES 43 SECONDS WEST RECORD) 65.0 FEET TO A POINT 98.0 FEET SOUTHERLY OF THE CENTER LINE OF THE EXISTING U.S. ROUTE 20 (AS MEASURED AT RIGHT ANGLES THERETO); THENCE NORTH 72 DEGREES 50 MINUTES 39 SECONDS WEST (NORTH 72 DEGREES 35 MINUTES 16 SECONDS WEST RECORD) ALONG THE SOUTHERLY LINE OF SAID DEDICATED LAND 108.74 FEET (109.0 FEET DEED); THENCE SOUTH 80 DEGREES 25 MINUTES 28 SECONDS WEST (SOUTH 80 DEGREES 40 MINUTES 50 SECONDS WEST RECORD) ALONG SAID SOUTHERLY LINE 178.91 FEET (177.40 FEET DEED); THENCE SOUTH 67 DEGREES 52 MINUTES 02 SECONDS WEST (SOUTH 67 DEGREES 45 MINUTES

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28 SECONDS WEST RECORD) A CHORD DISTANCE OF 352.34 FEET (353.95 FEET RECORD), (SAID CHORD BEING PART OF A CURVE HAVING A RADIUS OF 272.0 FEET AND AN ARC DISTANCE OF 383.28 FEET (385.38 FEET RECORD) WHICH IS THE SOUTHERLY LINE OF SAID DEDICATED PROPERTY) TO A POINT HEREINAFTER KNOWN AS POINT B ON THE EASTERLY LINE OF COMMONWEALTH EDISON COMPANY PROPERTY, SAID LINE BEING 40.0 FEET EASTERLY OF AND PARALLEL TO A LINE DEFINED AS THE EASTERLY LINE IN DOCUMENTS 9899344 AND 9929391; THENCE SOUTH 05 DEGREES 46 MINUTES 42 SECONDS WEST (SOUTH 05 DEGREES 57 MINUTES 15 SECONDS WEST RECORD) ALONG SAID COMMONWEALTH EDISON PROPERTY 363.69 FEET (362.87 FEET RECORD) TO AN ANGLE POINT; THENCE SOUTH 08 DEGREES 17 MINUTES 38 SECONDS WEST (SOUTH 08 DEGREES 24 MINUTES 57 SECONDS WEST RECORD) ALONG SAID EASTERLY LINE OF COMMONWEALTH EDISON PROPERTY 1015.47 FEET TO THE SOUTH LINE OF THAT PART CONVEYED TO BLUFF CITY MATERIALS, INC., FKA ABBOTT CONTRACTORS OF ILLINOIS, INC. BY DOCUMENT NUMBER 88412478; THENCE SOUTH 77 DEGREES 03 MINUTES 59 SECONDS EAST 300.99 FEET (SOUTH 76 DEGREES 51 MINUTES 08 SECONDS 301.03 FEET RECORD); THENCE SOUTH 08 DEGREES 17 MINUTES 38 SECONDS WEST 70.21 FEET ALONG A LINE 300.00 FEET EASTERLY OF AND PARALLEL TO THE EASTERLY LINE OF SAID COMMONWEALTH EDISON PROPERTY TO THE POINT OF BEGINNING; THENCE SOUTH 08 DEGREES 17 MINUTES 38 SECONDS WEST 2525.27 FEET ALONG SAID PARALLEL LINE; THENCE NORTH 77 DEGREES 03 MINUTES 59 SECONDS WEST ALONG A LINE PARALLEL TO SAID SOUTH LINE OF THAT PART CONVEYED TO BLUFF CITY MATERIALS, INC., FKA ABBOTT CONTRACTORS OF ILLINOIS, INC. 273.33 FEET TO A POINT ON SAID EASTERLY LINE OF COMMONWEALTH EDISON PROPERTY; THENCE NORTH 00 DEGREES 20 MINUTES 28 SECONDS EAST (NORTH 00 DEGREES 01 MINUTE 36 SECONDS EAST RECORD) ALONG SAID EASTERLY LINE OF COMMONWEALTH EDISON PROPERTY 199.21 FEET TO AN ANGLE POINT; THENCE NORTH 08 DEGREES 17 MINUTES 38 SECONDS EAST (NORTH 08 DEGREES 24 MINUTES 57 SECONDS EAST RECORD) ALONG SAID EASTERLY LINE OF COMMONWEALTH EDISON PROPERTY 2360.22 FEET; THENCE SOUTH 77 DEGREES 03 MINUTES 59 SECONDS EAST ALONG A LINE PARALLEL TO SAID SOUTH LINE OF THAT PART CONVEYED TO BLUFF CITY MATERIALS, INC., FKA ABBOTT CONTRACTORS OF ILLINOIS, INC. 300.99 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND

THAT PART OF SECTIONS 20 AND 29, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE NORTH 88 DEGREES 39 MINUTES 37 SECONDS EAST (NORTH 88 DEGREES 54 MINUTES 06 SECONDS EAST RECORD) ALONG THE NORTH LINE OF SAID SECTION 29, 31.15 FEET (29.89 FEET RECORD) TO

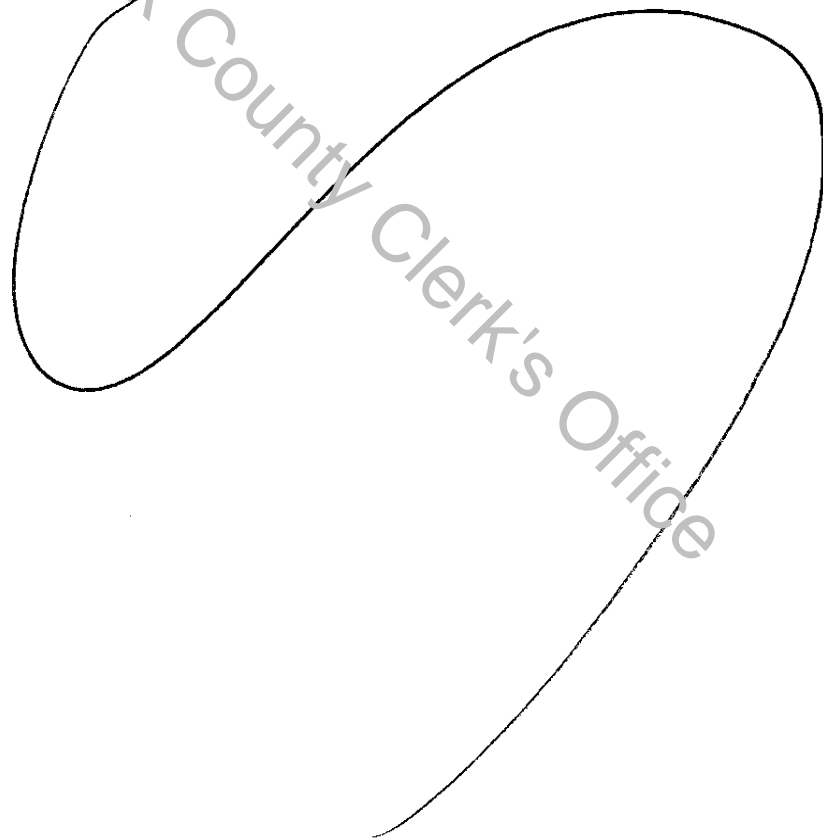
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THE WESTERLY RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY; THENCE NORTH 09 DEGREES 03 MINUTES 09 SECONDS EAST (NORTH 09 DEGREES 15 MINUTES EAST RECORD) ALONG SAID WESTERLY RIGHT OF WAY LINE 381.80 FEET TO THE CENTER LINE OF THE OLD ROAD (FOR A POINT HEREINAFTER KNOWN AS POINT A); THENCE NORTH 69 DEGREES 42 MINUTES 53 SECONDS WEST (NORTH 69 DEGREES 27 MINUTES 30 SECONDS WEST RECORD) ALONG SAID CENTER LINE 815.99 FEET TO THE NORTHEAST CORNER OF LAND DEDICATED FOR PUBLIC HIGHWAY PURPOSES; THENCE SOUTH 17 DEGREES 09 MINUTES 20 SECONDS WEST (SOUTH 17 DEGREES 24 MINUTES 43 SECONDS WEST RECORD) 65.0 FEET TO A POINT 98.0 FEET SOUTHERLY OF THE CENTER LINE OF THE EXISTING U.S. ROUTE 20 (AS MEASURED AT RIGHT ANGLES THERETO); THENCE NORTH 72 DEGREES 50 MINUTES 39 SECONDS WEST (NORTH 72 DEGREES 35 MINUTES 16 SECONDS WEST RECORD) ALONG THE SOUTHERLY LINE OF SAID DEDICATED LAND 108.74 FEET (109.0 FEET DEED); THENCE SOUTH 80 DEGREES 25 MINUTES 28 SECONDS WEST (SOUTH 80 DEGREES 40 MINUTES 50 SECONDS WEST RECORD) ALONG SAID SOUTHERLY LINE 178.91 FEET (177.40 FEET DEED); THENCE SOUTH 30 DEGREES 22 MINUTES 29 SECONDS WEST A CHORD DISTANCE OF 27.29 FEET (SAID CHORD BEING PART OF A CURVE HAVING A RADIUS OF 272.0 FEET AND AN ARC DISTANCE OF 27.30 FEET WHICH IS THE SOUTHERLY LINE OF SAID DEDICATED PROPERTY) TO THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE BEING ON A CURVE TO THE RIGHT AND HAVING A RADIUS OF 272.0 FEET AN ARC DISTANCE OF 355.97 FEET (356.31 FEET RECORD) (THE CHORD OF THE LAST DESCRIBED LINE BEARING SOUTH 70 DEGREES 44 MINUTES 33 SECONDS WEST 331.11 FEET (SOUTH 70 DEGREES 50 MINUTES 03 SECONDS WEST 331.38 FEET RECORD)), TO A POINT ON THE EASTERLY LINE OF COMMONWEALTH EDISON COMPANY PROPERTY, SAID LINE BEING 40.0 FEET EASTERLY OF AND PARALLEL TO A LINE DEFINED AS THE EASTERLY LINE IN DOCUMENTS 9899344 AND 9929391; THENCE SOUTH 05 DEGREES 46 MINUTES 42 SECONDS WEST (SOUTH 05 DEGREES 57 MINUTES 15 SECONDS WEST RECORD) ALONG SAID EASTERLY LINE OF COMMONWEALTH EDISON PROPERTY 363.69 FEET (362.82 FEET RECORD) TO AN ANGLE POINT IN SAID LINE; THENCE SOUTH 08 DEGREES 17 MINUTES 38 SECONDS WEST (SOUTH 08 DEGREES 24 MINUTES 57 SECONDS WEST RECORD) ALONG SAID LINE 1015.47 FEET TO THE SOUTH LINE OF THAT PART CONVEYED TO BLUFF CITY MATERIALS, INC., FKA ABBOTT CONTRACTORS OF ILLINOIS, INC. BY DOCUMENT NUMBER 88412478; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE SOUTH 08 DEGREES 17 MINUTES 38 SECONDS WEST (SOUTH 08 DEGREES 24 MINUTES 57 SECONDS WEST RECORD) 70.21 FEET; THENCE SOUTH 77 DEGREES 03 MINUTES 59 SECONDS EAST ALONG A LINE PARALLEL TO SAID SOUTH LINE OF THAT PART CONVEYED TO BLUFF CITY MATERIALS, INC., FKA ABBOTT CONTRACTORS OF ILLINOIS, INC. 300.99 FEET; THENCE NORTH 08 DEGREES 17 MINUTES 38 SECONDS EAST 70.21 FEET ALONG A LINE 300.00 FEET EASTERLY OF AND PARALLEL TO

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THE EASTERLY LINE OF SAID COMMONWEALTH EDISON PROPERTY TO SAID SOUTH LINE OF THAT PART CONVEYED TO BLUFF CITY MATERIALS, INC., FKA ABBOTT CONTRACTORS OF ILLINOIS, INC.; THENCE NORTH 08 DEGREES 17 MINUTES 38 SECONDS EAST (NORTH 08 DEGREES 24 MINUTES 57 SECONDS EAST RECORD) ALONG A LINE 300.0 FEET EASTERLY OF AND PARALLEL TO THE EASTERLY LINE OF SAID COMMONWEALTH EDISON PROPERTY 1046.40 FEET (1046.75 FEET RECORD) TO AN ANGLE POINT; THENCE NORTH 05 DEGREES 46 MINUTES 42 SECONDS EAST (NORTH 05 DEGREES 57 MINUTES 15 SECONDS EAST RECORD) ALONG SAID PARALLEL LINE 510.40 FEET (510.02 FEET RECORD) TO THE SOUTHERLY LINE OF LAND DEDICATED FOR HIGHWAY PURPOSES AND THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.

SAID PARCEL CONTAINING 87.63 ACRES MORE OR LESS



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LEGAL DESCRIPTION: PARCEL C

THAT PART OF SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE NORTHERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD; EAST OF THE EASTERLY LINE OF COMMONWEALTH EDISON COMPANY PROPERTY, SAID LINE BEING 40.0 FEET EASTERLY OF AND PARALLEL TO A LINE DEFINED AS THE EASTERLY LINE IN DOCUMENTS 9899344 AND 9929391; WEST OF THE WESTERLY RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY; AND SOUTH OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE NORTH 88 DEGREES 39 MINUTES 37 SECONDS EAST (NORTH 88 DEGREES 54 MINUTES 06 SECONDS EAST RECORD) ALONG THE NORTH LINE OF SAID SECTION 29, 31.15 FEET (29.89 FEET RECORD) TO THE WESTERLY RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY; THENCE NORTH 09 DEGREES 03 MINUTES 09 SECONDS EAST (NORTH 09 DEGREES 15 MINUTES EAST RECORD) ALONG SAID WESTERLY RIGHT OF WAY LINE 381.80 FEET TO THE CENTER LINE OF THE OLD ROAD (FOR A POINT HEREINAFTER KNOWN AS POINT A); THENCE NORTH 69 DEGREES 42 MINUTES 53 SECONDS WEST (NORTH 69 DEGREES 27 MINUTES 30 SECONDS WEST RECORD) ALONG SAID CENTER LINE 815.99 FEET TO THE NORTH EAST CORNER OF LAND DEDICATED FOR PUBLIC HIGHWAY PURPOSES; THENCE SOUTH 17 DEGREES 09 MINUTES 20 SECONDS WEST (SOUTH 17 DEGREES 24 MINUTES 43 SECONDS WEST RECORD) 65.0 FEET TO A POINT 98.0 FEET SOUTHERLY OF THE CENTER LINE OF THE EXISTING U.S. ROUTE 20 (AS MEASURED AT RIGHT ANGLES THERETO); THENCE NORTH 72 DEGREES 50 MINUTES 29 SECONDS WEST (NORTH 72 DEGREES 35 MINUTES 16 SECONDS WEST RECORD) ALONG THE SOUTHERLY LINE OF SAID DEDICATED LAND 108.74 FEET (109.0 FEET DEED); THENCE SOUTH 80 DEGREES 25 MINUTES 28 SECONDS WEST (SOUTH 80 DEGREES 40 MINUTES 50 SECONDS WEST RECORD) ALONG SAID SOUTHERLY LINE 178.91 FEET (177.40 FEET DEED); THENCE SOUTH 67 DEGREES 52 MINUTES 02 SECONDS WEST (SOUTH 67 DEGREES 45 MINUTES 28 SECONDS WEST RECORD) A CHORD DISTANCE OF 352.34 FEET (353.99 FEET RECORD), (SAID CHORD BEING PART OF A CURVE HAVING A RADIUS OF 272.0 FEET AND AN ARC DISTANCE OF 383.28 FEET (385.38 FEET RECORD) WHICH IS THE SOUTHERLY LINE OF SAID DEDICATED PROPERTY) TO A POINT HEREINAFTER KNOWN AS POINT B ON THE EASTERLY LINE OF COMMONWEALTH EDISON COMPANY PROPERTY, SAID LINE BEING 40.0 FEET EASTERLY OF AND PARALLEL TO A LINE DEFINED AS THE EASTERLY LINE IN DOCUMENTS 9899344 AND 9929391; THENCE SOUTH 05 DEGREES 46 MINUTES 42 SECONDS WEST (SOUTH 05 DEGREES 57 MINUTES 15 SECONDS WEST RECORD) ALONG SAID COMMONWEALTH EDISON PROPERTY 363.69 FEET (362.82 FEET RECORD) TO AN ANGLE POINT; THENCE SOUTH 08 DEGREES 17 MINUTES 38 SECONDS WEST (SOUTH 08 DEGREES 24 MINUTES

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57 SECONDS WEST RECORD) ALONG SAID EASTERLY LINE OF COMMONWEALTH EDISON PROPERTY 3415.90 FEET; THENCE SOUTH 00 DEGREES 20 MINUTES 28 SECONDS WEST, ALONG SAID EASTERLY LINE OF COMMONWEALTH EDISON PROPERTY 199.21 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE SOUTH 77 DEGREES 03 MINUTES 59 SECONDS EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF THAT PART CONVEYED TO BLUFF CITY MATERIALS, INC., FKA ABBOTT CONTRACTORS OF ILLINOIS, INC. BY DOCUMENT NUMBER 88412478, 1295.09 FEET TO THE WESTERLY LINE OF THE AFORESAID ELGIN, JOLIET AND EASTERN RAILWAY COMPANY AND 647.43 FEET NORTHERLY OF THE NORTHERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD (AS MEASURED ALONG SAID WESTERLY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY), IN COOK COUNTY, ILLINOIS.

SAID PARCEL CONTAINING 13.95 ACRES MORE OR LESS



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LEGAL DESCRIPTION: PARCEL D

THAT PART OF SECTIONS 19, 20, 29 AND 30, IN TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 19; THENCE SOUTH 88 DEGREES 10 MINUTES 34 SECONDS WEST, 1178.94 FEET, ALONG THE SOUTH LINE OF SAID SECTION 19 TO THE CENTER LINE OF GIFFORD ROAD AND THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 41 MINUTES 05 SECONDS EAST, 776.61 FEET, ALONG SAID CENTER LINE OF GIFFORD ROAD; THENCE SOUTH 83 DEGREES 29 MINUTES 58 SECONDS EAST, 107.18 FEET; THENCE NORTH 51 DEGREES 16 MINUTES 57 SECONDS EAST, 287.38 FEET; THENCE SOUTH 88 DEGREES 21 MINUTES 58 SECONDS EAST, 462.00 FEET; THENCE SOUTH 86 DEGREES 21 MINUTES 07 SECONDS EAST, 361.60 FEET, TO THE EAST LINE OF SAID SECTION 19; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, 297.16 FEET, TO THE SOUTHERLY LINE OF BLUFF CITY BOULEVARD (FRONTAGE ROAD); THENCE SOUTH 73 DEGREES 13 MINUTES 35 SECONDS EAST, 886.90 FEET, ALONG SAID SOUTHERLY LINE TO THE WESTERLY RIGHT OF WAY LINE OF COMMONWEALTH EDISON, PER DOCUMENTS 9899344 AND 9929391; THENCE SOUTH 05 DEGREES 57 MINUTES 54 SECONDS WEST, 1302.56 FEET, ALONG SAID WESTERLY RIGHT OF WAY; THENCE SOUTH 08 DEGREES 23 MINUTES 10 SECONDS WEST, 2515.42 FEET, ALONG SAID WESTERLY RIGHT OF WAY; THENCE SOUTH 00 DEGREES 17 MINUTES 34 SECONDS EAST, 453.78 FEET, ALONG SAID WESTERLY RIGHT OF WAY TO THE NORTHERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD; THENCE NORTH 62 DEGREES 45 MINUTES 31 SECONDS WEST, 710.76 FEET, ALONG THE NORTHERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD TO THE WEST LINE OF SAID SECTION 29; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, 1358.27 FEET, TO THE CENTER LINE OF GIFFORD ROAD; THENCE NORTH 00 DEGREES 46 MINUTES 10 SECONDS EAST, 2657.83 FEET, ALONG SAID CENTER LINE OF GIFFORD ROAD TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

SAID PARCEL CONTAINING 192.30 ACRES MORE OR LESS

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LEGAL DESCRIPTION: PARCEL E

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING EAST OF THE CENTERLINE OF GIFFORD ROAD, SOUTHWESTERLY OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILWAY, AND NORTH OF THE CENTER LINE OF SPAULDING ROAD, EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT A RAILROAD SPIKE IN CONCRETE (SAID RAILROAD SPIKE BEING ON THE EAST LINE OF SAID SOUTHEAST 1/4 112.22 FEET SOUTH OF THE INTERSECTION OF SAID EAST LINE WITH THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY); THENCE SOUTH 0 DEGREES ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, 1182.07 FEET TO THE CENTER LINE OF SPAULDING ROAD; THENCE NORTH 88 DEGREES 28 MINUTES 06 SECONDS WEST ALONG SAID CENTER LINE 1273.35 FEET TO THE CENTER LINE OF GIFFORD ROAD; THENCE NORTH 01 DEGREE 47 MINUTES 34 SECONDS EAST ALONG SAID CENTER LINE 1168.49 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 23 SECONDS EAST 1236.38 FEET TO A POINT 10.31 FEET NORTH OF THE POINT OF BEGINNING (AS MEASURED ALONG SAID EAST LINE OF SOUTHEAST 1/4); THENCE SOUTH 0 DEGREES ALONG SAID EAST LINE 10.31 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND

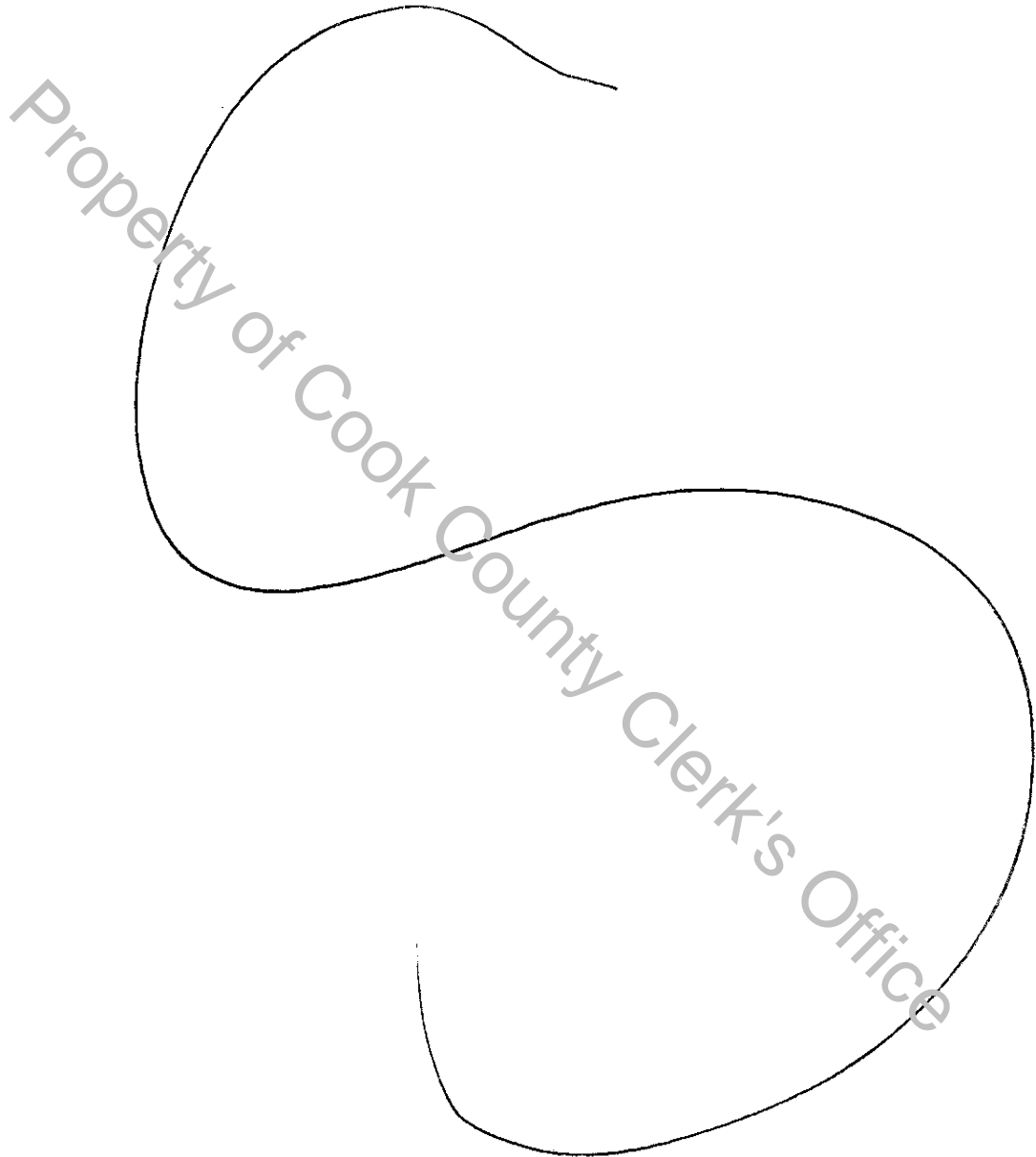
THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTHWEST 1/4, 840 FEET SOUTH OF THE NORTHWEST CORNER, BEING A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, FOR A POINT OF BEGINNING; THENCE SOUTH 50 FEET, ALONG AFORESAID WEST LINE TO THE SOUTHWEST 1/4; THENCE EAST 80 FEET, MORE OR LESS, TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE AFORESAID RAILROAD; THENCE NORTHWESTERLY ALONG THE AFORESAID SOUTHWESTERLY RIGHT OF WAY LINE, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

SAID PARCEL CONTAINING 11.60 ACRES MORE OR LESS

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EXHIBIT B

Bartlett Property--Legal Description



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THAT PART OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD RIGHT-OF-WAY; WEST OF THE CENTER LINE OF GIFFORD ROAD; NORTH OF THE SOUTH 1500.00 FEET OF SAID SECTION 30; EAST OF A LINE BEING PERPENDICULAR TO SAID NORTH LINE OF THE SOUTH 1500.00 FEET OF SAID SECTION 30 AND 2508.42 FEET WESTERLY OF THE CENTERLINE OF GIFFORD ROAD AS MEASURED ALONG SAID NORTH LINE OF THE SOUTH 1500.00 FEET OF SAID SECTION 30; (EXCEPTING ALL THAT PART OF THE NORTH $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH IS ENCLOSED WITHIN THE FOLLOWING DESCRIBED BOUNDARY LINES, BEGINNING AT A POINT DETERMINED BY MEASURING FROM THE NORTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 30, WEST ALONG SAID SECTION LINE 3 CHAINS AND 15 LINKS AND THENCE SOUTH 06 DEGREES AND 45 MINUTES WEST 1700 FEET TO THE SOUTHERLY LINE OF THE RIGHT OF WAY OF SAID CHICAGO AND PACIFIC RAILROAD COMPANY SAID SOUTHERLY LINE BEING PARALLEL WITH AND 50 FEET DISTANT FROM THE CENTER LINE OF THE RIGHT OF WAY OF SAID CHICAGO AND PACIFIC RAILROAD COMPANY FOR A POINT OF BEGINNING, THENCE RUNNING SOUTH 06 DEGREES AND 45 MINUTES WEST 344 FEET, THENCE RUNNING EASTWARD ON A STRAIGHT LINE 706 FEET TO A POINT IN THE AFORESAID SOUTHERLY BOUNDARY LINE OF RIGHT OF WAY, THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF RIGHT OF WAY WEST 750 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

THAT PART OF THE EAST $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 25, 2358.0 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 80 DEGREES 02 MINUTES 0 SECONDS WEST, 736.8 FEET ALONG A SOUTHERLY LINE OF THE PARCEL RECORDED AUGUST 15, 1950 PER DOCUMENT 866117; THENCE SOUTH 87 DEGREES 54 MINUTES 0 SECONDS WEST, 881.4 FEET ALONG SAID SOUTHERLY LINE OF THE PARCEL OF LAND RECORDED AUGUST 15, 1950 PER DOCUMENT 856117 TO THE CENTER LINE OF STATE ROUTE NO. 25; THENCE SOUTHERLY ALONG SAID CENTER LINE, 113.08 FEET; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 60 DEGREES 57 MINUTES 17 SECONDS TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, 37.74 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROUTE 25 TO THE NORTHWEST CORNER OF THE PARCEL RECORDED OCTOBER 12, 1959 PER DOCUMENT 1898K097128; THENCE CONTINUING

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SOUTHEASTERLY ALONG THE LAST DESCRIBED COURSE, 124.86 FEET ALONG SAID PARCEL RECORDED OCTOBER 12, 1999 PER DOCUMENT 1889K097128; THENCE SOUTHEASTERLY AND EASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 370.70 FEET AND BEING TANGENT TO THE LAST DESCRIBED COURSE, 251.07 FEET ALONG SAID PARCEL RECORDED OCTOBER 12, 1999 PER DOCUMENT 1989K097128; THENCE EASTERLY TANGENT TO THE LAST DESCRIBED CURVE, 101.28 FEET ALONG SAID PARCEL RECORDED OCTOBER 12, 1999 PER DOCUMENT 1999K097128; THENCE EASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 818.18 FEET AND BEING TANGENT TO THE LAST DESCRIBED COURSE, 118.18 FEET ALONG SAID PARCEL RECORDED OCTOBER 12, 1999 PER DOCUMENT 1889K097128; THENCE EASTERLY TANGENT TO THE LAST DESCRIBED CURVE, 16.15 FEET ALONG SAID PARCEL RECORDED OCTOBER 12, 1999 PER DOCUMENT 1889K097128 TO THE WEST LINE OF THE PARCEL RECORDED OCTOBER 26, 1998 PER DOCUMENT 98K098647; THENCE NORTH, 22.15 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25 ALONG SAID WEST LINE OF A PARCEL RECORDED OCTOBER 26, 1998 PER DOCUMENT 98K098647 TO THE NORTH LINE OF SAID PARCEL RECORDED OCTOBER 26, 1998 PER DOCUMENT 98K098647; THENCE EAST ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 25 ALONG THE NORTH LINE SAID PARCEL RECORDED OCTOBER 26, 1998 PER DOCUMENT 98K098647, 980.78 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE NORTHERLY, 287.15 FEET ALONG SAID EAST LINE OF SECTION 25 TO THE POINT OF BEGINNING; ALL IN KANE COUNTY, ILLINOIS.

THAT PART OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; EAST OF THE WEST LINE OF SAID SECTION 30; NORTH OF THE SOUTH 1500.00 FEET OF SAID SECTION 30; WEST OF A LINE BEING PERPENDICULAR TO SAID NORTH LINE OF THE SOUTH 1500.00 FEET OF SAID SECTION 30 AND 2508.42 FEET WESTERLY OF THE CENTERLINE OF GIFFORD ROAD AS MEASURED ALONG SAID NORTH LINE OF THE SOUTH 1500.00 FEET OF SAID SECTION 30; EXCEPTING THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS; THENCE SOUTH 89 DEGREES 21 MINUTES 58 SECONDS EAST ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 458.0 FEET; THENCE SOUTH 01 DEGREE 45 MINUTES 28 SECONDS WEST 1111.33 FEET TO A LINE 1500.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER (AS MEASURED PERPENDICULAR TO SAID SOUTH LINE); THENCE NORTH 89 DEGREES 05 MINUTES 18 SECONDS WEST ALONG SAID PARALLEL LINE, 458.0 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 01 DEGREE 45 MINUTES 35 SECONDS EAST ALONG SAID WEST LINE, 1109.12 FEET TO THE POINT OF BEGINNING ALSO AND EXCEPTING THAT

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PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS; THENCE SOUTH 89 DEGREES 21 MINUTES 59 SECONDS EAST ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID SOUTHEAST QUARTER, 456.0 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 21 MINUTES 59 SECONDS EAST, A DISTANCE OF 782.74 FEET; THENCE SOUTH 01 DEGREE 45 MINUTES 28 SECONDS WEST 1113.12 FEET TO A LINE 1500.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER (AS MEASURED PERPENDICULAR TO SAID SOUTH LINE); THENCE NORTH 89 DEGREES 05 MINUTES 18 SECONDS WEST ALONG SAID PARALLEL LINE, 782.67 FEET; THENCE NORTH 01 DEGREE 45 MINUTES 36 SECONDS EAST AND PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER, 1111.33 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Parcel 1

That part of the Southeast 1/4 of Section 25, Township 41 North, Range 8 East of the Third Principal Meridian lying East of the center line of Route 25 and South of a line 1500 feet North of, as measured at right angles to the South line of said Southeast 1/4 in the Township of Elgin, Kane County, Illinois.

Parcel 2

That part of the Northeast 1/4 of Section 36, Township 41 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning at the Southeast corner of said Northeast 1/4; thence Westerly along the South line of said Northeast 1/4 831.2 feet to a point 544 feet East of, as measured along said South line, the center line of State Route 25; thence Northerly parallel to the center line of State Route 25, a distance of 1344.8 feet; thence Westerly 544 feet to a point in the center line of said highway; thence Northerly along the center line of said State Route 1271.4 feet to the North line of said Northeast 1/4; thence East along said North line 1497.3 feet to the Northeast corner of said Section; thence South along the East line of said Northeast 1/4, 2627.4 feet to the point of beginning, in the Township of Elgin, Kane County, Illinois.