

# UNOFFICIAL COPY

This instrument was prepared by, and after recording return to:

Randall S. Kulat  
MELTZER, PURTILL &  
STELLE LLC  
1515 East Woodfield Road  
Second Floor  
Schaumburg, IL 60173



Doc#: 0425234109  
Eugene "Gene" Moore Fee: \$78.50  
Cook County Recorder of Deeds  
Date: 09/08/2004 02:16 PM Pg: 1 of 28

Permanent Real Estate Tax Index Nos.:  
See Exhibits A-1, A-2 and B attached

Street Address:  
See Exhibits A-1, A-2 and B attached

## SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT OF VULCAN DOCUMENTS

THIS SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT OF VULCAN DOCUMENTS (this "Security Agreement") dated as of August 25, 2004, is entered into by **BLUFF CITY, LLC**, an Illinois limited liability company ("Bluff City"), and **SOUTHWIND FINANCIAL, LTD.**, an Illinois corporation ("Southwind") (Bluff City and Southwind are hereinafter collectively referred to as the "Mortgagor"), in favor of **BANK ONE, NA**, a national banking association, its successors and assigns (the "Bank").

### WITNESSETH:

**WHEREAS**, Bluff City is the owner of the real estate located in Cook County, Illinois as described in **Exhibit A-1** attached hereto (the "Cook County Property"), and of the real estate located in Kane County, Illinois as described in **Exhibit A-2** attached hereto (the "Bluff City Kane County Property");

**WHEREAS**, Southwind is the owner of the real estate located in Kane County, Illinois as described in **Exhibit B** attached hereto (the "Southwind Kane County Property") (the Cook County Property, the Bluff City Kane County Property and the Southwind Kane County Property are hereinafter collectively referred to as the "Premises");

**WHEREAS**, Mortgagor is (i) a lessor under that certain Lease Agreement dated as of December 24, 2003 (the "Lease") by and among Bluff City, Southwind and Gifford 300, LLC, an Illinois limited liability company ("Gifford"), Vulcan Construction Materials L.P., a Delaware limited partnership, ("Tenant"), and Vulcan Materials Company, a New Jersey corporation

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("Guarantor"), and (ii) an owner under that certain Royalty Agreement dated as of December 24, 2003 (the "Royalty Agreement") by and among Bluff City, Southwind, Gifford, Tenant and Guarantor. The Premises are subject to the lien of certain Loan Documents (as defined below) pursuant to certain provisions in the Loan Documents. The rights of Mortgagor under the Lease and the Royalty Agreement are hereinafter collectively referred to as the "Mortgagor Rights";

**WHEREAS**, pursuant to the terms and conditions of that certain Reimbursement Agreement dated as of July 1, 2004 (as amended, restated or replaced from time to time, the "Reimbursement Agreement") among Bluff City, Bank and the Village of Bartlett, Illinois ("Village"), Bank has agreed to issue its irrevocable letter of credit in the original stated amount of Sixteen Million Seven Hundred Eighty-Eight Thousand Two Hundred Eighty-Five and 00/100 Dollars (\$16,788,285.00) (such letter of credit, as heretofore and hereafter amended, and any and all letters of credit issued in renewal thereof or in substitution or replacement therefor, being hereinafter referred to as the "Letter of Credit"), which Letter of Credit has been issued to secure the Village's Special Service Area Number One (Bluff City) Unlimited Ad Valorem Tax Variable Rate Demand Bonds, Series 2004 in the outstanding aggregate amount of \$16,600,000.00. Under the terms of the Reimbursement Agreement, Bluff City is obligated to reimburse Bank for any amounts drawn under the Letter of Credit and to pay Bank all other indebtedness, obligations and liabilities of Bluff City to Bank under the Reimbursement Agreement (collectively, the "Letter of Credit Obligations");

**WHEREAS**, pursuant to the terms and conditions of a Loan and Security Agreement dated of even date herewith (as amended, restated or replaced from time to time, the "Term Loan Credit Agreement") between Bluff City and the Bank, Bank has agreed to make a term loan to Bluff City in the principal amount of Two Million Seven Hundred Thirty Thousand Fifty-Five and 66/100 Dollars (\$2,730,055.66) ("Term Loan"). The Term Loan shall be evidenced by a certain Promissory Note of even date herewith (as amended, restated or replaced from time to time, the "Term Note") made by Bluff City and payable to Bank in the principal amount of the Term Loan;

**WHEREAS**, pursuant to the terms and conditions of a Credit Agreement dated of even date herewith (as amended, restated or replaced from time to time, the "Revolver Loan Credit Agreement") between Bluff City and the Bank, Bank has agreed to make a revolving loan to Bluff City from time to time in a principal amount not to exceed Five Hundred Thousand and no/100 Dollars (\$500,000.00) at any time ("Revolving Loan"). The Revolving Loan shall be evidenced by a certain Line of Credit Note of even date herewith (as amended, restated or replaced from time to time, the "Revolver Note") made by Bluff City and payable to Bank in the principal amount of the Revolving Loan. The Term Note and the Revolver Note are sometimes collectively referred to herein as the "Notes";

**WHEREAS**, the Notes and the Letter of Credit Obligations are secured by, *inter alia*, the "Mortgages" and the "Security Documents", as said terms are described in the Reimbursement Agreement, and various other "Loan Documents", each as defined and described in the Term Loan Credit Agreement; and

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**WHEREAS**, Bank requires, as a condition to (i) its issuance of the Letter of Credit, and (ii) its extension of the Term Loan pursuant to the terms of the Term Loan Credit Agreement and the Revolver Loan pursuant to the terms of the Revolver Loan Credit Agreement (collectively, the "Loans") to Bluff City, that Mortgagor grant a security interest in and assign to Bank all of Mortgagor's right, title and interest in and to the Mortgagor Rights and that the Tenant and the Guarantor consent to such assignment, and Mortgagor desires to deliver this Security Agreement to Bank in order to induce Bank to issue the Letter of Credit and make the Loans.

**NOW, THEREFORE**, FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness hereby secured, the receipt and sufficiency of which are hereby acknowledged, in order to secure (i) the payment of all principal of and interest on the Letter of Credit Obligations as and when the same becomes due and payable (whether by lapse of time, acceleration or otherwise), (ii) the payment when due of all principal and interest on the Notes, and any modifications, amendments, extensions, renewals and increases thereof; (iii) the payment and performance of all of the obligations of Bluff City under the Reimbursement Agreement, the Term Loan Credit Agreement, the Revolver Loan Credit Agreement, the Notes and under the other Loan Documents, and any modifications, amendments, extensions, renewals and increases of the Reimbursement Agreement, the Term Loan Credit Agreement, the Revolver Loan Credit Agreement, the Notes and the other Loan Documents, and (iv) performance by the Mortgagor of the agreements hereinafter set forth, and (v) the reimbursement to the Bank of any and all sums incurred, expended or advanced by the Bank pursuant to any term or provision of or constituting additional indebtedness under or secured by the Reimbursement Agreement, the Term Loan Credit Agreement, the Revolver Loan Credit Agreement, or any of the other Loan Documents;

## Granting Clauses

THE MORTGAGOR HEREBY TRANSFERS, ASSIGNS AND GRANTS A SECURITY INTEREST TO THE BANK IN THE PROPERTY DESCRIBED BELOW (the "Collateral"):

1. All Mortgagor Rights of the Mortgagor, but not its obligations, under (a) the Lease, (b) the Royalty Agreement, and (c) any and all other documents delivered by the Tenant and/or the Guarantor relating to the use of the Premises (collectively, the "Vulcan Documents");
2. All amounts payable under the Vulcan Documents; and
3. All proceeds of all of the foregoing.

So long as Mortgagor is not in default hereunder and an Event of Default has not occurred, the Bank shall not exercise any of its rights or remedies hereunder, including, without limitation, the Mortgagor Rights, and Mortgagor shall have the right to exercise the Mortgagor

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Rights subject to the representations, covenants and restrictions contained herein and in the Loan Documents.

TO PROTECT THE SECURITY OF THIS SECURITY AGREEMENT, THE MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

**Section 1. Representations and Warranties.** The Mortgagor represents and warrants to the Bank as follows as of the date hereof:

(a) Bluff City is a limited liability company and Southwind is a corporation, each duly organized, validly existing and in good standing under the laws of the State of Illinois, each has all necessary power and authority to carry on its present business, and has full right, power and authority to enter into this Security Agreement and to otherwise perform and consummate the transactions contemplated hereby.

(b) This Security Agreement has been duly authorized, executed and delivered by the Mortgagor and constitutes a valid and legally binding instrument enforceable against the Mortgagor in accordance with its terms.

(c) The execution and delivery of this Security Agreement and compliance with the provisions hereof under the circumstances contemplated herein do not and will not conflict with or constitute a breach or violation of or default under Bluff City's articles of organization or operating agreement, or Southwind's articles of incorporation or by-laws, or any agreement or other instrument to which the Mortgagor is a party, including, without limitation, the Vulcan Documents, or any existing law, administrative regulation, court order or consent decree to it is subject.

(d) There is no litigation or administrative proceeding pending or threatened to restrain or enjoin the transactions contemplated by this Security Agreement, or questioning the validity thereof, or in any way contesting the existence or powers of the Mortgagor, or in which an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by this Security Agreement.

(e) The Mortgagor is in full compliance with all of the terms and conditions of this Security Agreement and no event of default has occurred and is continuing hereunder and no event has occurred and no condition exists which with the lapse of time or the giving of notice, or both, would constitute such an event of default.

(f) The Vulcan Documents have been duly authorized, executed and delivered by the parties thereto and each constitutes a valid and legally binding instrument enforceable against such parties in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting creditors rights. The Vulcan Documents are in full force and effect and have not been modified or amended. The parties thereto are in full compliance with all of the terms and

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conditions of the Vulcan Documents and no event of default has occurred and is continuing thereunder and no event has occurred and no condition exists which with the lapse of time or the giving of notice, or both, would constitute such an event of default.

(g) The Mortgagor is the sole owner of the Collateral, free and clear of all liens, claims, encumbrances and security interests of every sort whatsoever other than the security interests in favor of the Bank created under this Security Agreement. The Mortgagor has not heretofore executed any instrument or performed any act, which may or might prevent Bank from exercising any of the Mortgagor Rights.

**Section 2. Covenants Concerning Collateral.** The Mortgagor covenants and agrees with the Bank as follows:

(a) The Mortgagor shall use commercially reasonable efforts to defend the Collateral against the claims and demands of all persons.

(b) The Mortgagor shall perform and observe in a timely manner all of its obligations and duties under the Vulcan Documents and shall not suffer or permit any event of default to exist thereunder, nor shall Mortgagor, without the express written consent of Bank, release or waive any of the Mortgagor Rights.

(c) The Mortgagor shall not (i) agree or consent to any modification or amendment of any of the Vulcan Documents without the prior written consent of the Bank, which may be given or withheld in its sole and absolute discretion, or any termination of any of the Vulcan Documents; (ii) permit any liens or security interests other than the Bank's security interest to attach to any of the Collateral; (iii) permit any of the Collateral to be levied upon under any legal process; (iv) dispose of any of the Collateral; or (v) permit anything to be done that may impair the value of any of the Collateral or the security intended to be afforded by this Security Agreement.

(d) The Mortgagor shall promptly furnish to the Bank copies of all notices of default and other material documents and communications sent to, or received by, it from the Tenant or the Guarantor or their respective agents and representatives relating to any of the Vulcan Documents.

(e) The Mortgagor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with the exercise by Bank of the Mortgagor Rights as permitted hereunder, and shall pay all costs and expenses of Bank, including reasonable court costs and reasonable attorneys' fees, in any such action or proceeding in which Bank may appear.

(f) Prior to the occurrence of an Event of Default hereunder, Mortgagor may distribute to 5555 Ventures, LLC, and Stray Dog, LLC an amount of not more than ten percent

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(10%) in the aggregate of all rental and royalty payments received by Mortgagor under the Vulcan Documents. Upon the occurrence of an Event of Default, the Bank shall be entitled to exercise its rights hereunder in the manner set forth herein.

**Section 3. Further Assurances.** The Mortgagor shall do, execute, acknowledge and deliver all and every further acts, security agreements, financing statements and other documents and assurances necessary or advisable, in the reasonable judgment of the Bank, for the creation, perfection and continued perfection of the security interests intended to be created by this Security Agreement in the Collateral.

**Section 4. Attorney in Fact.** The Bank is hereby appointed the attorney in fact for the Mortgagor to do all acts and things which the Bank may deem reasonably necessary or advisable to perfect and continue perfected the security interest created by this Security Agreement and to protect the Collateral, subject to the terms and conditions of the Vulcan Documents.

**Section 5. Security Agreement.** This Security Agreement is intended to be a security agreement for purposes of the Uniform Commercial Code as in effect from time to time in the State of Illinois (the "Code").

**Section 6. Default.** Each of the following shall constitute an "Event of Default" hereunder:

- (a) Any default shall occur in the performance by the Mortgagor of any covenant or agreement contained in Section 2 of this Agreement;
- (b) An event of default shall occur under the Note or in the payment or performance of any other obligation secured by this Security Agreement;
- (c) Any representation or warranty of the Mortgagor contained herein shall prove untrue or misleading in any material respect when made;
- (d) A default or breach on the part of the Mortgagor shall occur under any of the Vulcan Documents which remains uncured beyond any applicable cure period; or
- (e) Any default shall occur in the performance by the Mortgagor of any covenant or agreement contained in this Agreement other than as described in paragraphs (a) through (d) above, or the occurrence of an "Event of Default" under the Reimbursement Agreement, the Term Loan Credit Agreement, the Revolver Loan Credit Agreement, the Notes, the Mortgages or any of the Loan Documents.

**Section 7. Rights and Remedies Upon Default.** At any time upon or following the occurrence of any one or more Events of Default hereunder, Bank shall have all of the rights and

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remedies of a secured party under the Code or other applicable law and all rights provided herein, or in any other document securing the Notes, all of which rights and remedies shall, to the full extent permitted by law, be cumulative, and may, at its option, exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Events of Default, without further notice or demand on Mortgagor, without regard to the adequacy of the security for the obligations secured hereby, without releasing Mortgagor or any guarantor or co-maker of the Notes from any obligation hereunder, and with or without bringing any action or proceeding to foreclose the Mortgages or any other lien granted by the Loan Documents:

- (a) declare the unpaid balance of the principal sum of the Notes, together with all accrued and unpaid interest thereon, immediately due and payable, and exercise its remedies under the Reimbursement Agreement;
- (b) terminate any right and power which the Mortgagor may have to exercise any Mortgagor Rights;
- (c) exercise in its own name or in the name of the Mortgagor any and all Mortgagor Rights; and
- (d) transfer and assign the Mortgagor Rights to an entity which acquires any interest under the Loans or in the Reimbursement Agreement, the Term Loan Credit Agreement, the Revolver Loan Credit Agreement, Notes, Mortgages or other Loan Documents, or to any person or entity which acquires title to all or any portion of the Premises.

Any notice of any intended action by the Bank sent to the Mortgagor at the address specified herein at least five (5) days prior to such action, shall constitute reasonable notice to the Mortgagor. The waiver of any Event of Default hereunder shall not be a waiver of any subsequent Event of Default.

All amounts realized or received by the Bank under this Security Agreement shall be applied to the obligations secured hereby in such order as the Bank shall determine in its sole and absolute discretion. Bank will promptly account to Mortgagor for any surplus realized following such application.

## **Section 8. Limitation of Bank's Liability/Indemnification.**

- (a) The Bank shall not be liable to Mortgagor for any loss sustained by Mortgagor resulting from or arising out of Bank's exercise or failure to exercise any Mortgagor Rights (excluding the Bank's gross negligence or willful misconduct) following the occurrence of any one or more Events of Default under the provisions hereof or from any other act or omission of Bank in exercising any of its rights hereunder following the occurrence of any one or more Events of Default under the provisions hereof.

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(b) Bank shall not be obligated to exercise, nor does Bank hereby undertake to exercise, any Mortgagor Rights by reason of this Security Agreement.

(c) Bank shall not be liable to any party for any actions or inaction by Mortgagor with respect to or under the Mortgagor Rights.

(d) Mortgagor shall, and does hereby agree to, defend, indemnify and hold Bank harmless of and from, any and all claims, demands, liabilities, losses or damages whatsoever which may be asserted against Bank arising out of or relating to Mortgagor's exercise or failure to exercise Mortgagor Rights.

**Section 9. Non-Waiver.** Nothing contained in this Security Agreement and no act done or omitted to be done by Bank pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by Bank of its rights and remedies under the Notes or the Reimbursement Agreement, any guaranty thereof or any of the Loan Documents; this Security Agreement is made and accepted without prejudice to any of the rights and remedies of Bank under the terms and provisions of such instruments; and Bank may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Bank may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.

**Section 10. Duration.** This Security Agreement shall become null and void at such time as Mortgagor shall have paid the principal sum of the Notes and the Letter of Credit Obligations, together with all interest thereon, and shall have fully paid and performed all of the other obligations secured hereby and by the Loan Documents.

**Section 11. Entire Agreement.** This Security Agreement sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Security Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.

**Section 12. Successors.** This Security Agreement and all representations, warranties, agreements, rights and liabilities hereunder and in and to any and all Collateral shall insure to the benefit of the Bank and its successors and assigns, and any participant in any loan hereby secured, and shall be binding upon the Mortgagor and its successors and assigns.

**Section 13. Severability.** In the event any provision of this Security Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.



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**Section 14. Modification, Waiver and Termination.** This Security Agreement and each provision hereof may be modified, amended, changed, altered, waived, terminated or discharged only by a written instrument signed by the party sought to be bound by such modification, amendment, change, alteration, waiver, termination or discharge.

**Section 15. Execution of Counterparts.** This Security Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 16. Notices.** All notices and demands which are required or permitted to be given or served hereunder shall be deemed sufficiently served when delivered or mailed in the manner and to the persons as follows:

To Bank: BANK ONE, NA  
24 East Chicago Street  
Elgin, Illinois 60120  
Attention: Andy Hartman

With copy to: MELTZER, PURTILL & STELLE LLC  
1515 East Woodfield Road, Second Floor  
Schaumburg, Illinois 60173-5431  
Attention: Randall S. Kulat, Esq.

To Mortgagor: BLUFF CITY, LLC  
2250 Southwind Boulevard  
Bartlett, Illinois 60103  
Attention: Dean W. Kelley

With copy to: MAURIDES & FOLEY, L.L.C.  
2 North LaSalle Street, Suite 1800  
Chicago, Illinois 60602  
Attention: George Maurides

**Section 17. Construction.**

(a) The words "hereof," "herein," "hereunder," and other words of similar import refer to this Security Agreement as a whole net to the individual Sections in which such terms are used.

(b) References to Sections and other subdivision of this Security Agreement are to the designated Sections and other subdivisions of this Security Agreement as originally executed.

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(c) The headings of this Security Agreement are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

(e) Wherever in this Security Agreement provision is made for the approval or consent of the Bank, or that any matter is to be the Bank's satisfaction, or that any matter is to be as estimated or determined by the Bank, or the like, unless specifically stated to the contrary, such approval, consent, satisfaction, estimate or determination or the like shall be made, determined or given by the Bank pursuant to a reasonable application of judgment in accordance with institutional lending practice and commercial custom in connection with major real estate loans.

(f) The Mortgagor and the Bank, and their respective legal counsel, have participated in the drafting of this Security Agreement, and accordingly the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Security Agreement.

**Section 18. Governing Law.** This Security Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Illinois.

**Section 19. Consent to Jurisdiction.** TO INDUCE BANK TO ACCEPT THE NOTE, MORTGAGOR IRREVOCABLY AGREES THAT, SUBJECT TO BANK'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS SECURITY AGREEMENT WILL BE LITIGATED IN COURTS HAVING SITUS IN CHICAGO, ILLINOIS. MORTGAGOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN CHICAGO, ILLINOIS.

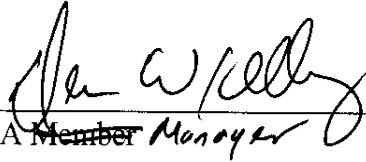
**Section 20. Waiver of Jury Trial.** MORTGAGOR, HAVING BEEN REPRESENTED BY COUNSEL KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS SECURITY AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS SECURITY AGREEMENT OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS SECURITY AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[SIGNATURE PAGE(S) AND EXHIBIT(S),  
IF ANY, FOLLOW THIS PAGE]

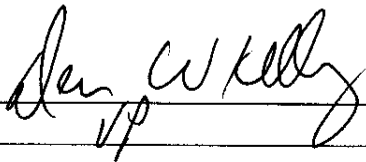
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IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first written above.

**BLUFF CITY, LLC**, an  
Illinois limited liability company

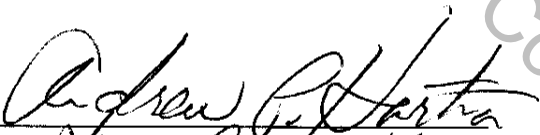
By:   
A ~~Member~~ Manager

**SOUTHWIND FINANCIAL, LTD.**, an Illinois  
corporation

By:   
Its: VP

Accepted as of August 25, 2004

**BANK ONE, NA**

By:   
Title: Vice President

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## ACKNOWLEDGEMENT AND AGREEMENT OF TENANT AND GUARANTOR

The undersigned, **VULCAN CONSTRUCTION MATERIALS L.P.**, a Delaware limited partnership ("Tenant"), and **VULCAN MATERIALS COMPANY**, a New Jersey corporation ("Guarantor"), hereby acknowledge to and agree with the Bank as follows:

1. The collateral assignment of the Vulcan Documents by the Mortgagor to the Bank pursuant to the foregoing Security Agreement is permitted by, and does not violate any provision of, the Vulcan Documents, and the Tenant and the Guarantor hereby consent to such assignment.
2. The Tenant and the Guarantor understand that (i) Bluff City is signing and delivering a Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing ("Bluff City Mortgage") and an Assignment of Rents and Leases ("Bluff City Assignment of Rents"), each dated as of August 25, 2004, in favor of the Bank, and (ii) Southwind is signing and delivering a Hypothecation and Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing ("Southwind Mortgage") and an Assignment of Rents and Leases ("Southwind Assignment of Rents"), each dated as of August 25, 2004, in favor of the Bank, each encumbering the Premises as security for the Notes and the Reimbursement Agreement, and the signing and recording of the Bluff City Mortgage, the Southwind Mortgage, the Bluff City Assignment of Rents and the Southwind Assignment of Rents will not violate any provision of the Vulcan Documents.
3. The Tenant and the Guarantor have received or irrevocably and unconditionally waived any and all notices required by the Vulcan Documents of the matters referred to in paragraphs 1 and 2 above.
4. The Tenant and the Guarantor will not agree or consent to, or suffer or permit any modification or amendment of any of the Vulcan Documents unless such modification or amendment has been consented to by the Bank in writing, which consent shall not be unreasonably withheld, delayed or conditioned.
5. The Tenant and the Guarantor will not agree or consent to, or suffer or permit any termination of any of the Vulcan Documents; provided, however, that this sentence shall not be construed to limit the right of the Tenant and the Guarantor to terminate any of the Vulcan Documents to the express terms thereof based on a default by the Mortgagor thereunder in the event that (i) such default has not been cured within any applicable grace or cure period (an "Uncured Default"), (ii) the Tenant and/or the Guarantor has given the Bank written notice of the Uncured Default, and (iii) not less than thirty (30) days have elapsed from the date of Bank's receipt of such notice; provided, however, that, if such Uncured Default is not readily curable within such thirty (30) day period, Tenant and Guarantor shall give Bank such additional time as Bank may reasonably need to obtain possession and control of the Premises and to cure such Uncured Default so long as Bank is diligently pursuing a cure. The foregoing limitation shall not

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be construed to prevent the Tenant and/or Guarantor from joining in any enforcement action filed in any court of law by the Bank.

6. The Tenant agrees to give the Bank, contemporaneously with the giving thereof to the Mortgagor, copies of any notices given to Mortgagor pursuant to the Vulcan Documents regarding any default or event which following the passage of time and failure to cure, could result in the occurrence of a default thereunder, or in the event Tenant and/or Guarantor commence, or join with any creditor (other than the Bank), in commencing, any bankruptcy, reorganization or insolvency proceedings with respect to the Mortgagor.

The Tenant and the Guarantor hereby certify to the Bank as follows:

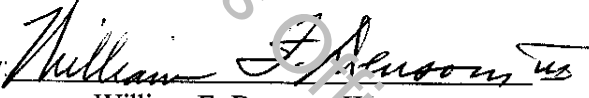
1. The Vulcan Documents have been duly authorized, executed and delivered by the Tenant and the Guarantor and constitute valid and legally binding instruments enforceable against the Tenant and the Guarantor in accordance with their terms.

2. The Vulcan Documents are in full force and effect and have not been modified or amended. The Mortgagor is in full compliance with all of the terms and conditions of the Vulcan Documents and no default or breach on the part of the Mortgagor has occurred and is continuing thereunder and no event has occurred and no condition exists which with the lapse of time or the giving of notice, or both, would constitute such a default or breach.

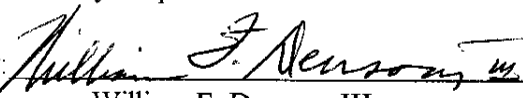
Dated as of August 25, 2004

**VULCAN CONSTRUCTION  
MATERIALS L.P.**, a Delaware limited  
partnership

By: Vulcan Materials Company  
Its: General Partner

By:   
William F. Denson, II  
Senior Vice President and General Counsel

**VULCAN MATERIALS COMPANY**, a  
New Jersey corporation

By:   
William F. Denson, III  
Senior Vice President and General Counsel

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Accepted and agreed as of  
August 25, 2004

**BANK ONE, NA**

By: *Archie P. Hart*  
Title: *Vice President*

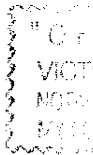
Property of Cook County Clerk's Office

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STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

I, undersigned a Notary Public in and for said County, in the State aforesaid, do hereby certify that Dean W. Kelley, a ~~member~~<sup>manager</sup> of BLUFF CITY, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 24<sup>th</sup> day of August, 2004.



Victoria C. Brown  
Notary Public

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

I, undersigned a Notary Public in and for said County, in the State aforesaid, do hereby certify that Dean W. Kelley, the Vice President of Southwind Financial, Ltd., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 29<sup>th</sup> day of August, 2004.

Victoria C. Brown  
Notary Public

# UNOFFICIAL COPY

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Andrew P. Hartman, a Vice President of Bank One, NA ("Bank"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged he signed and delivered the said instrument as his own free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 27th day of August, 2004.

Victoria C. Brown  
Notary Public

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

STATE OF ALABAMA            )  
  ) SS.  
COUNTY OF JEFFERSON        )

I, Angela M. Moreland, a Notary Public in and for said County in the State aforesaid, do hereby certify that William F. Denson, III, Senior Vice President and General Counsel of Vulcan Materials Company, the general partner of Vulcan Construction Materials, L.P., a Delaware limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Senior Vice President and General Counsel of such general partner, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, as general partner, for the uses and purposes set forth therein.

Given under my hand and notarial seal on August 23, 2004.

*Angela M. Moreland*  
Notary Public  
*Commission expires: 11/14/07*

STATE OF ALABAMA            )  
  ) SS.  
COUNTY OF JEFFERSON        )

I, Angela M. Moreland, a Notary Public in and for said County in the State aforesaid, do hereby certify that William F. Denson, III, Senior Vice President and General Counsel of Vulcan Materials Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Senior Vice President and General Counsel, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

Given under my hand and notarial seal on August 23, 2004.

*Angela M. Moreland*  
Notary Public  
*Commission expires: 11/14/07*

# UNOFFICIAL COPY

## EXHIBIT A-1

### COOK COUNTY LEGAL DESCRIPTION

#### PARCEL 1:

THAT PART OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 9 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 1/2 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 9 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 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, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD CO., SAID SOUTHERLY LINE BEING PARALLEL WITH AND 50 FEET DISTANT FROM THE CENTER LINE OF THE RIGHT OF WAY OF SAID CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD 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; ALSO

#### PARCEL 2A:

THAT PART OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 9 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 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 8 EAST OF

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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, A DISTANCE OF 456.0 FEET; THENCE SOUTH 01 DEGREE 45 MINUTES 35 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 19 SECONDS WEST ALONG SAID PARALLEL LINE, 456.0 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 PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 9 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 35 SECONDS WEST 1115.12 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 19 SECONDS WEST ALONG SAID PARALLEL LINE, 782.67 FEET; THENCE NORTH 01 DEGREE 45 MINUTES 35 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; ALSO

PARCEL 2B: Omitted

EXCEPTING FROM THE ABOVE DESCRIBED PARCELS 1, 2A AND 2B, THAT PART OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, THE FOLLOWING DESCRIBED PROPOSED RIGHT OF WAY DEDICATION: COMMENCING AT A POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 1500 FEET OF SAID SECTION 30 AND THE CENTERLINE OF GIFFORD ROAD; THENCE NORTH 01 DEGREES 35 MINUTES 54 SECONDS EAST, A DISTANCE OF 266.30 FEET ALONG SAID CENTERLINE OF GIFFORD ROAD; THENCE NORTH 88 DEGREES 24 MINUTES 06 SECONDS WEST, A DISTANCE OF 33.00 FEET ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE NORTH 88 DEGREES 24 MINUTES 06 SECONDS WEST, A DISTANCE OF 159.57 FEET ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE WESTERLY ALONG A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 160.00 FEET, AN ARC DISTANCE OF 75.95 FEET AND CHORD BEARING SOUTH 77 DEGREES 59 MINUTES 57 SECONDS WEST; THENCE SOUTH 64 DEGREES 23 MINUTES 59 SECONDS WEST, A DISTANCE OF 189.92 FEET; THENCE SOUTHWESTERLY ALONG

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A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 240.00 FEET, AN ARC DISTANCE OF 102.84 FEET AND CHORD BEARING SOUTH 76 DEGREES 40 MINUTES 32 SECONDS WEST; THENCE SOUTH 88 DEGREES 57 MINUTES 05 SECONDS WEST, A DISTANCE OF 665.76 FEET ALONG A LINE PARALLEL TO THE NORTH LINE OF THE SOUTH 1500 FEET OF SAID SECTION 30; THENCE SOUTH 01 DEGREES 02 MINUTES 55 SECONDS EAST, A DISTANCE OF 160.00 FEET ALONG A LINE PERPENDICULAR TO THE NORTH LINE OF THE SOUTH 1500 FEET OF SAID SECTION 30 TO SAID NORTH LINE OF THE SOUTH 1500 FEET OF SAID SECTION 30; THENCE SOUTH 88 DEGREES 57 MINUTES 05 SECONDS WEST, A DISTANCE OF 1954.42 FEET ALONG SAID NORTH LINE OF THE SOUTH 1500 FEET OF SAID SECTION 30; THENCE NORTH 00 DEGREES 42 MINUTES 29 SECONDS WEST (NORTH 01 DEGREES 45 MINUTES 28 SECONDS EAST RECORD), A DISTANCE OF 1126.22 FEET (1115.12 FEET RECORD) ; THENCE SOUTH 88 DEGREES 09 MINUTES 19 SECONDS WEST, A DISTANCE OF 1238.74 FEET ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 00 DEGREES 20 MINUTES 16 SECONDS WEST, A DISTANCE OF 66.02 FEET; THENCE NORTH 88 DEGREES 09 MINUTES 19 SECONDS EAST, A DISTANCE OF 1227.65 FEET; THENCE EASTERLY ALONG A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 54.09 FEET AND CHORD BEARING NORTH 49 DEGREES 25 MINUTES 08 SECONDS EAST; THENCE NORTH 10 DEGREES 40 MINUTES 57 SECONDS EAST, A DISTANCE OF 31.18 FEET; THENCE NORTHERLY ALONG A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 173.00 FEET, AN ARC DISTANCE OF 239.49 FEET AND CHORD BEARING NORTH 50 DEGREES 20 MINUTES 29 SECONDS EAST; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 29.35 FEET; THENCE EASTERLY ALONG A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 107.00 FEET, AN ARC DISTANCE OF 168.08 FEET AND CHORD BEARING NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 91.12 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 66.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 91.12 FEET; THENCE SOUTHERLY ALONG A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 173.00 FEET, AN ARC DISTANCE OF 271.75 FEET AND CHORD BEARING SOUTH 45 DEGREES 00 MINUTES 00 SECONDS WEST; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 29.35 FEET; THENCE WESTERLY ALONG A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 107.00 FEET, AN ARC DISTANCE OF 148.13 FEET AND CHORD BEARING SOUTH 50 DEGREES 20 MINUTES 29 SECONDS WEST; THENCE SOUTH 10 DEGREES 40 MINUTES 57 SECONDS WEST, A DISTANCE OF 145.48 FEET; THENCE SOUTHERLY ALONG A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 197.00 FEET, AN ARC DISTANCE OF 39.16 FEET AND CHORD BEARING SOUTH 04 DEGREES 59 MINUTES 14 SECONDS WEST; THENCE SOUTH 00 DEGREES 42 MINUTES 29 SECONDS EAST, A DISTANCE OF 921.24 FEET; THENCE SOUTHERLY ALONG A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.42 FEET AND CHORD BEARING SOUTH 45 DEGREES 52 MINUTES

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42 SECONDS EAST; THENCE NORTH 88 DEGREES 57 MINUTES 05 SECONDS EAST, A DISTANCE OF 888.16 FEET ALONG A LINE PARALLEL TO THE NORTH LINE OF THE SOUTH 1500 FEET OF SAID SECTION 30; THENCE NORTH 01 DEGREES 02 MINUTES 55 SECONDS WEST, A DISTANCE OF 7.00 FEET ALONG A LINE PERPENDICULAR TO THE NORTH LINE OF THE SOUTH 1500 FEET OF SAID SECTION 30; THENCE NORTH 88 DEGREES 57 MINUTES 05 SECONDS EAST, A DISTANCE OF 300.00 FEET ALONG A LINE PARALLEL TO THE NORTH LINE OF THE SOUTH 1500 FEET OF SAID SECTION 30; THENCE EASTERLY ALONG A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 160.00 FEET, AN ARC DISTANCE OF 29.88 FEET AND CHORD BEARING NORTH 83 DEGREES 36 MINUTES 06 SECONDS EAST; THENCE NORTH 78 DEGREES 15 MINUTES 07 SECONDS EAST, A DISTANCE OF 607.07 FEET; THENCE EASTERLY ALONG A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 240.00 FEET, AN ARC DISTANCE OF 44.82 FEET AND CHORD BEARING NORTH 83 DEGREES 36 MINUTES 06 SECONDS EAST; THENCE NORTH 88 DEGREES 57 MINUTES 05 SECONDS EAST, A DISTANCE OF 669.41 FEET ALONG A LINE PARALLEL TO THE NORTH LINE OF THE SOUTH 1500 FEET OF SAID SECTION 30; THENCE EASTERLY ALONG A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 160.00 FEET, AN ARC DISTANCE OF 68.56 FEET AND CHORD BEARING NORTH 76 DEGREES 40 MINUTES 32 SECONDS EAST; THENCE NORTH 64 DEGREES 23 MINUTES 59 SECONDS EAST, A DISTANCE OF 189.92 FEET; THENCE NORTHEASTERLY ALONG A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 240.00 FEET, AN ARC DISTANCE OF 113.93 FEET AND CHORD BEARING NORTH 77 DEGREES 59 MINUTES 57 SECONDS EAST; THENCE SOUTH 88 DEGREES 24 MINUTES 06 SECONDS EAST, A DISTANCE OF 159.57 FEET ALONG A LINE PERPENDICULAR TO THE CENTERLINE OF GIFFORD ROAD TO A LINE 33.00 FEET WEST OF SAID CENTERLINE OF GIFFORD ROAD; THENCE SOUTH 01 DEGREES 35 MINUTES 54 SECONDS WEST A DISTANCE OF 80.00 FEET ALONG SAID LINE 33.00 FEET WEST OF SAID CENTERLINE OF GIFFORD ROAD, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. ALSO; EXCEPTING FROM THE ABOVE DESCRIBED PARCELS 1, 2A, AND 2B, THAT PART OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT A POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 1500 FEET OF SAID SECTION 30 AND THE CENTERLINE OF GIFFORD ROAD; THENCE NORTH 01 DEGREES 35 MINUTES 54 SECONDS EAST, A DISTANCE OF 346.30 FEET ALONG SAID CENTERLINE OF GIFFORD ROAD; THENCE NORTH 88 DEGREES 24 MINUTES 06 SECONDS WEST, A DISTANCE OF 192.57 FEET ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE WESTERLY ALONG A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 240.00 FEET, AN ARC DISTANCE OF 113.93 FEET AND CHORD BEARING SOUTH 77 DEGREES 59 MINUTES 57 SECONDS WEST; THENCE SOUTH 64 DEGREES 23 MINUTES 59 SECONDS WEST, A DISTANCE OF 189.92 FEET; THENCE WESTERLY ALONG A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 160.00 FEET, AN ARC DISTANCE OF 68.56 FEET AND CHORD BEARING SOUTH 76 DEGREES 40 MINUTES 32 SECONDS WEST; THENCE SOUTH 88 DEGREES 57 MINUTES 05 SECONDS WEST, A DISTANCE OF 669.41 FEET, ALONG A LINE PARALLEL TO THE NORTH LINE OF THE SOUTH 1500 FEET OF SAID SECTION

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30; THENCE SOUTHWESTERLY ALONG A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 240.00 FEET, AN ARC DISTANCE OF 44.82 FEET AND CHORD BEARING SOUTH 83 DEGREES 36 MINUTES 06 SECONDS WEST; THENCE SOUTH 78 DEGREES 15 MINUTES 07 SECONDS WEST, A DISTANCE OF 607.07 FEET; THENCE WESTERLY ALONG A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 160.00 FEET, AN ARC DISTANCE OF 29.88 FEET AND CHORD BEARING SOUTH 83 DEGREES 36 MINUTES 06 SECONDS WEST; THENCE SOUTH 88 DEGREES 57 MINUTES 05 SECONDS WEST, A DISTANCE OF 300.00 FEET, ALONG A LINE PARALLEL TO THE NORTH LINE OF THE SOUTH 1500 FEET OF SAID SECTION 30; THENCE SOUTH 01 DEGREES 02 MINUTES 55 SECONDS EAST, A DISTANCE OF 7.00 FEET; THENCE SOUTH 82 DEGREES 57 MINUTES 05 SECONDS WEST, A DISTANCE OF 888.16 FEET, ALONG A LINE PARALLEL TO THE NORTH LINE OF THE SOUTH 1500 FEET OF SAID SECTION 30; THENCE NORTHERLY ALONG A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.42 FEET AND CHORD BEARING NORTH 45 DEGREES 52 MINUTES 42 SECONDS WEST; THENCE NORTH 00 DEGREES 42 MINUTES 29 SECONDS WEST, A DISTANCE OF 921.24 FEET; THENCE NORTHERLY ALONG A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 197.00 FEET, AN ARC DISTANCE OF 39.16 FEET AND CHORD BEARING NORTH 04 DEGREES 59 MINUTES 14 SECONDS EAST; THENCE NORTH 10 DEGREES 40 MINUTES 57 SECONDS EAST, A DISTANCE OF 145.48 FEET; THENCE NORTHEASTERLY ALONG A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 107.00 FEET, AN ARC DISTANCE OF 148.13 FEET AND CHORD BEARING NORTH 50 DEGREES 20 MINUTES 29 SECONDS EAST; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 29.35 FEET; THENCE NORTHEASTERLY ALONG A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 173.00 FEET, AN ARC DISTANCE OF 271.75 FEET AND CHORD BEARING NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 91.12 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 66.00 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 31.69 FEET CONTINUING ALONG THE LAST DESCRIBED COURSE; THENCE NORTH 01 DEGREES 29 MINUTES 18 SECONDS WEST, A DISTANCE OF 663.10 FEET; THENCE NORTH 15 DEGREES 16 MINUTES 46 SECONDS WEST, A DISTANCE OF 88.04 FEET; THENCE NORTH 27 DEGREES 35 MINUTES 43 SECONDS WEST, A DISTANCE OF 58.67 FEET; THENCE SOUTH 89 DEGREES 09 MINUTES 39 SECONDS WEST, A DISTANCE OF 150.18 FEET; THENCE NORTH 00 DEGREES 50 MINUTES 21 SECONDS WEST, A DISTANCE OF 226.50 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE WESTERLY ALONG A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1855.49 FEET, AN ARC DISTANCE OF 176.60 FEET AND CHORD BEARING NORTH 83 DEGREES 17 MINUTES 02 SECONDS WEST ALONG SAID SOUTH RIGHT-OF-WAY; THENCE SOUTH 00 DEGREES 50 MINUTES 21 SECONDS EAST, A DISTANCE OF 249.71 FEET; THENCE SOUTH 89 DEGREES 09 MINUTES 39 SECONDS WEST, A DISTANCE OF 238.05 FEET; THENCE SOUTH 54 DEGREES 02 MINUTES 07 SECONDS WEST, A DISTANCE OF 57.05 FEET; THENCE SOUTH 19 DEGREES 02 MINUTES 57 SECONDS WEST, A DISTANCE OF 79.62

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FEET; THENCE SOUTH 01 DEGREES 40 MINUTES 46 SECONDS WEST A DISTANCE OF 1098.59 FEET; THENCE NORTH 88 DEGREES 09 MINUTES 19 SECONDS EAST, A DISTANCE OF 397.88 FEET, ALONG A LINE PARALLEL TO THE EASTERLY EXTENTION OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EASTERLY ALONG A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 54.09 FEET AND CHORD BEARING NORTH 49 DEGREES 25 MINUTES 08 SECONDS EAST; THENCE NORTH 10 DEGREES 40 MINUTES 57 SECONDS EAST, A DISTANCE OF 31.18 FEET; THENCE NORTHERLY ALONG A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 173.00 FEET, AN ARC DISTANCE OF 239.49 FEET AND CHORD BEARING NORTH 50 DEGREES 20 MINUTES 29 SECONDS EAST; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 29.35 FEET; THENCE EASTERLY ALONG A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 107.00 FEET, AN ARC DISTANCE OF 168.08 FEET AND CHORD BEARING NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 91.12 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I.N: 06-30-100-003-0000  
06-30-100-010-0000  
06-30-100-011-0000  
06-30-200-002-0000  
06-30-300-006-0000  
06-30-301-002-0000  
06-30-400-009-0000  
06-30-400-010-0000

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## EXHIBIT A-2

### **BLUFF CITY KANE COUNTY LEGAL DESCRIPTION**

#### PARCEL 2B:

THAT PART OF THE EAST 1/2 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, 2359.0 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 80 DEGREES 02 MINUTES 0 SECONDS WEST, 738.6 FEET ALONG A SOUTHERLY LINE OF THE PARCEL RECORDED AUGUST 15, 1950 PER DOCUMENT 656117; 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 656117 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, 1999 PER DOCUMENT 1999K097128; THENCE CONTINUING SOUTHEASTERLY ALONG THE LAST DESCRIBED COURSE, 124.86 FEET ALONG SAID PARCEL RECORDED OCTOBER 12, 1999 PER DOCUMENT 1999K097128; 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 1999K097128; THENCE EASTERLY TANGENT TO THE LAST DESCRIBED CURVE, 101.26 FEET ALONG SAID PARCEL RECORDED OCTOBER 12, 1999 PER DOCUMENT 1999K097128; THENCE EASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 616.16 FEET AND BEING TANGENT TO THE LAST DESCRIBED COURSE, 118.18 FEET ALONG SAID PARCEL RECORDED OCTOBER 12, 1999 PER DOCUMENT 1999K097128; THENCE EASTERLY TANGENT TO THE LAST DESCRIBED CURVE, 15.15 FEET ALONG SAID PARCEL RECORDED OCTOBER 12, 1999 PER DOCUMENT 1999K097128 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.

P.I.N.: 06-25-200-016; 06-25-400-021



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## EXHIBIT B

### **SOUTHWIND KANE COUNTY LEGAL DESCRIPTION**

#### PARCEL 2:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION TWENTY-FIVE, TOWNSHIP FORTY-ONE NORTH, RANGE EIGHT EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CENTERLINE OF ROUTE 25 AND SOUTH OF A LINE 1500 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER; EXCEPT THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, 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; THENCE SOUTH 0 DEGREES 42 MINUTES 22 SECONDS EAST, 1145.66 FEET, ALONG THE EAST LINE OF SAID SECTION 25; THENCE SOUTH 88 DEGREES 39 MINUTES 36 SECONDS WEST, 185.40 FEET, ALONG A LINE 1500.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25 (AS MEASURED PERPENDICULAR TO SAID SOUTH LINE), TO THE POINT OF BEGINNING; THENCE SOUTH 37 DEGREES 10 MINUTES 47 SECONDS WEST, 161.82 FEET; THENCE SOUTH 88 DEGREES 39 MINUTES 36 SECONDS WEST, 1234.13 FEET, PARALLEL WITH SAID NORTH LINE OF THE SOUTH 1500.0 FEET, TO THE EAST RIGHT OF WAY LINE OF ILLINOIS ROUTE 25, AS PER DOCUMENT NO. 330865; THENCE NORTH 3 DEGREES 11 MINUTES 56 SECONDS WEST, 126.67 FEET, ALONG SAID EAST RIGHT OF WAY LINE OF ILLINOIS ROUTE 25; THENCE NORTH 88 DEGREES 39 MINUTES 36 SECONDS EAST, 1339.01 FEET, ALONG SAID LINE 1500.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25, TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS; EXCEPTING FROM THE ABOVE PARCELS 1 AND 2, THE FOLLOWING DESCRIBED PROPOSED RIGHT OF WAY DEDICATIONS: THAT PART OF THE NORTHEAST QUARTER OF SECTION 36 AND THE SOUTHEAST QUARTER OF SECTION 25, BOTH IN TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 36; THENCE NORTH 00 DEGREES 30 MINUTES 31 SECONDS WEST, A DISTANCE OF 57.44 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 36; THENCE SOUTH 88 DEGREES 44 MINUTES 05 SECONDS WEST, A DISTANCE OF 829.42 FEET; THENCE NORTH 03 DEGREES 03 MINUTES 25 SECONDS WEST, A DISTANCE OF 1288.79 FEET; THENCE SOUTH 89 DEGREES 07 MINUTES 54 SECONDS WEST, A DISTANCE OF 466.86 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 07 MINUTES 54 SECONDS WEST, A DISTANCE OF 77.14 FEET TO THE CENTERLINE OF ILLINOIS ROUTE 25; THENCE NORTH 03 DEGREES 11 MINUTES 56 SECONDS WEST, A DISTANCE OF 2812.09 FEET ALONG SAID CENTERLINE OF ILLINOIS ROUTE 25; THENCE NORTH 88 DEGREES 39 MINUTES 36 SECONDS EAST, A DISTANCE OF 33.02 FEET; THENCE SOUTH 03 DEGREES 11 MINUTES 56 SECONDS EAST, A DISTANCE OF 126.67 FEET, ALONG A LINE 33 FEET

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EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF ILLINOIS ROUTE 25; THENCE NORTH 88 DEGREES 39 MINUTES 36 SECONDS EAST, A DISTANCE OF 20.01 FEET; THENCE SOUTH 03 DEGREES 11 MINUTES 56 SECONDS EAST, A DISTANCE OF 1301.23 FEET, ALONG A LINE 50 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF ILLINOIS ROUTE 25; THENCE SOUTH 47 DEGREES 16 MINUTES 03 SECONDS EAST, A DISTANCE OF 57.51 FEET; THENCE SOUTH 03 DEGREES 11 MINUTES 56 SECONDS EAST, A DISTANCE OF 66.03 FEET; THENCE SOUTH 42 DEGREES 43 MINUTES 57 SECONDS WEST, A DISTANCE OF 55.67 FEET; THENCE SOUTH 03 DEGREES 11 MINUTES 56 SECONDS EAST, A DISTANCE OF 1111.79 FEET ALONG A LINE 50 FEET EASTERLY OF AND PARALLEL WITH SAID CENTERLINE OF ILLINOIS ROUTE 25; THENCE SOUTH 28 DEGREES 52 MINUTES 35 SECONDS EAST, A DISTANCE OF 68.68 FEET; THENCE SOUTH 00 DEGREES 52 MINUTES 06 SECONDS EAST, A DISTANCE OF 66.00 FEET, TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS. ALSO EXCEPTING; THAT PART OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS. DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 36; THENCE SOUTH 88 DEGREES 49 MINUTES 56 SECONDS WEST, A DISTANCE OF 826.86 FEET (831.2 FEET RECORD) ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, TO A POINT 544.00 FEET EAST OF, AS MEASURED ALONG SAID SOUTH LINE, THE CENTERLINE OF STATE ROUTE 25; THENCE NORTH 03 DEGREES 03 MINUTES 25 SECONDS WEST, A DISTANCE OF 56.06 FEET, TO A POINT ON A LINE 60 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF WEST BARTLETT ROAD; THENCE NORTH 88 DEGREES 44 MINUTES 05 SECONDS EAST, A DISTANCE OF 829.42 FEET, ALONG SAID LINE 60 FEET NORTH OF AND PARALLEL WITH SAID CENTERLINE OF WEST BARTLETT ROAD TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 36; THENCE SOUTH 00 DEGREES 30 MINUTES 31 SECONDS EAST, A DISTANCE OF 57.44 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 36 TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS. ALSO EXCEPTING; THAT PART OF THE NORTHEAST QUARTER OF SECTION 36 AND THE SOUTHEAST QUARTER OF SECTION 25, BOTH IN TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 36; THENCE NORTH 00 DEGREES 30 MINUTES 31 SECONDS WEST, A DISTANCE OF 57.44 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 36; THENCE SOUTH 88 DEGREES 44 MINUTES 05 SECONDS WEST, A DISTANCE OF 304.75 FEET, TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.60 FEET AND CHORD BEARING NORTH 45 DEGREES 53 MINUTES 13 SECONDS WEST, TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 30 MINUTES 31 SECONDS WEST, A DISTANCE OF 280.70 FEET, ALONG A LINE PARALLEL WITH AND 330.00 FEET WESTERLY OF SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 36; THENCE NORTHWESTERLY ALONG A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 183.00 FEET, AN ARC DISTANCE OF 289.56 FEET AND CHORD BEARING

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NORTH 45 DEGREES 50 MINUTES 18 SECONDS WEST, TO A POINT OF TANGENCY; THENCE SOUTH 88 DEGREES 49 MINUTES 56 SECONDS WEST, A DISTANCE OF 245.87 FEET, TO A POINT ON A CURVE; THENCE NORTHWESTERLY ALONG A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 38.45 FEET AND CHORD BEARING NORTH 47 DEGREES 06 MINUTES 45 SECONDS WEST, TO A POINT OF TANGENCY; THENCE NORTH 03 DEGREES 03 MINUTES 25 SECONDS WEST, A DISTANCE OF 593.87 FEET, TO A POINT ON A CURVE; THENCE NORTHERLY ALONG A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 267.00 FEET, AN ARC DISTANCE OF 97.51 FEET AND CHORD BEARING NORTH 07 DEGREES 24 MINUTES 19 SECONDS EAST, TO A POINT OF TANGENCY; THENCE NORTH 17 DEGREES 52 MINUTES 03 SECONDS EAST, A DISTANCE OF 127.83 FEET, TO A POINT ON A CURVE; THENCE NORTHERLY ALONG A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 333.00 FEET, AN ARC DISTANCE OF 106.80 FEET AND CHORD BEARING NORTH 08 DEGREES 40 MINUTES 46 SECONDS EAST, TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 30 MINUTES 31 SECONDS WEST, A DISTANCE OF 2394.34 FEET, ALONG A LINE PARALLEL WITH AND 742.00 FEET WESTERLY OF SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 36, TO A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 87.00 FEET, AN ARC DISTANCE OF 135.40 FEET AND CHORD BEARING NORTH 44 DEGREES 04 MINUTES 32 SECONDS EAST, TO A POINT OF TANGENCY; THENCE NORTH 88 DEGREES 39 MINUTES 36 SECONDS EAST, A DISTANCE OF 369.52 FEET, TO A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 153.00 FEET, AN ARC DISTANCE OF 164.65 FEET AND CHORD BEARING NORTH 57 DEGREES 49 MINUTES 48 SECONDS EAST; THENCE NORTH 27 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 127.52 FEET TO THE NORTH LINE OF THE SOUTH 1500.00 FEET OF SAID SOUTHEAST QUARTER OF SECTION 25; THENCE SOUTH 88 DEGREES 39 MINUTES 36 SECONDS WEST, A DISTANCE OF 74.99 FEET ALONG SAID NORTH LINE OF THE SOUTH 1500.00 FEET OF THE SOUTHEAST QUARTER OF SECTION 25; THENCE SOUTH 27 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 91.92 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY ALONG A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 87.00 FEET, AN ARC DISTANCE OF 93.63 FEET AND CHORD BEARING SOUTH 57 DEGREES 49 MINUTES 48 SECONDS WEST; THENCE SOUTH 88 DEGREES 39 MINUTES 36 SECONDS WEST, A DISTANCE OF 369.52 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY ALONG A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 153.00 FEET, AN ARC DISTANCE OF 238.11 FEET AND CHORD BEARING SOUTH 44 DEGREES 04 MINUTES 32 SECONDS WEST TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREES 30 MINUTES 31 SECONDS EAST, A DISTANCE OF 1165.29 FEET, ALONG A LINE 808.00 FEET WESTERLY OF AND PARALLEL WITH SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 36, TO A POINT ON A CURVE; THENCE SOUTHWESTERLY ALONG A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 38.91 FEET AND CHORD BEARING SOUTH 44 DEGREES 04 MINUTES 39 SECONDS WEST, TO A POINT OF TANGENCY; THENCE SOUTH 88

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DEGREES 39 MINUTES 50 SECONDS WEST, A DISTANCE OF 571.06 FEET, TO A POINT ON A LINE 90.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF ILLINOIS ROUTE 25; THENCE SOUTH 03 DEGREES 11 MINUTES 56 SECONDS EAST, A DISTANCE OF 66.03 FEET, ALONG SAID LINE 90.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF ILLINOIS ROUTE 25; THENCE NORTH 88 DEGREES 39 MINUTES 50 SECONDS EAST, A DISTANCE OF 567.24 FEET, TO A POINT ON A CURVE; THENCE SOUTHEASTERLY ALONG A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; AN ARC DISTANCE OF 39.63 FEET AND CHORD BEARING SOUTH 45 DEGREES 55 MINUTES 21 SECONDS EAST, TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREES 30 MINUTES 31 SECONDS EAST, A DISTANCE OF 1113.04 FEET, ALONG A LINE 808.00 FEET WESTERLY OF AND PARALLEL WITH SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 36, TO A POINT ON A CURVE; THENCE SOUTHERLY ALONG A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 267.00 FEET, AN ARC DISTANCE OF 59.48 FEET AND CHORD BEARING SOUTH 05 DEGREES 52 MINUTES 24 SECONDS WEST, TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 33.54 FEET AND CHORD BEARING SOUTH 50 DEGREES 41 MINUTES 36 SECONDS WEST, TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 07 MINUTES 54 SECONDS WEST, A DISTANCE OF 515.05 FEET; THENCE SOUTH 00 DEGREES 52 MINUTES 06 SECONDS EAST, A DISTANCE OF 66.00 FEET; THENCE NORTH 89 DEGREES 07 MINUTES 54 SECONDS EAST, A DISTANCE OF 466.86 FEET; THENCE SOUTH 03 DEGREES 03 MINUTES 25 SECONDS EAST, A DISTANCE OF 862.60 FEET; THENCE NORTH 88 DEGREES 49 MINUTES 56 SECONDS EAST, A DISTANCE OF 333.92 FEET, TO A POINT ON A CURVE; THENCE SOUTHEASTERLY ALONG A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 117.00 FEET, AN ARC DISTANCE OF 185.13 FEET AND CHORD BEARING SOUTH 45 DEGREES 50 MINUTES 18 SECONDS EAST, TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREES 30 MINUTES 31 SECONDS EAST, A DISTANCE OF 282.23 FEET, ALONG A LINE 396.00 FEET WESTERLY OF SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 36, TO A POINT ON A CURVE; THENCE SOUTHWESTERLY ALONG A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 38.94 FEET AND CHORD BEARING SOUTH 44 DEGREES 06 MINUTES 47 SECONDS WEST, TO THE NORTH LINE OF WEST BARTLETT ROAD; THENCE NORTH 88 DEGREES 44 MINUTES 06 SECONDS EAST, A DISTANCE OF 116.01 FEET, ALONG SAID NORTH LINE OF WEST BARTLETT ROAD, TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

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