



Doc#: 1614429025 Fee: \$96.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/23/2016 12:35 PM Pg: 1 of 30

1 All

Karen A. Yarbrough
Cook County Recorder
118 N. Clark Street, Room 120
Chicago IL, 60602

16005324 GV

Recording Cover Page

This page added for the purposes of affixing Recording Information

Other: Post-Closing Detention Reciprocal Easement and Maintenance Agreement

Remarks:

Date of Document: 08/17/2004

Number of Pages (Including Cover): 29

Please send recorded document to: Bluff City, LLC, Attention: Brian Lansu, 2250 Southwind Blvd. Bartlett, Illinois, 60103

Cook County parcels affected by document:

- 06 30 300 004 0000: 1600 Gifford Road, Elgin
- 06 30 300 005 0000: 1620 Gifford Road, Elgin
- 06 30 302 001 0000: 2000 Vulcan Blvd., Bartlett
- 06 30 402 032 0000: 1950 Vulcan Blvd., Bartlett
- 06 30 407 002 0000: 1922 Vulcan Blvd., Bartlett
- 06 30 100 012 0000: 651 Comisky Road, Elgin
- 06 30 100 013 0000: 655 Comisky Road, Elgin
- 06 30 407 001 0000: 1300 Gifford Road, Bartlett
- 06 30 101 003 0000: 2250 Graham Street, Bartlett
- 06 30 101 002 0000: 2200 Graham Street, Bartlett
- 06 30 101 001 0000: 2200 Graham Street, Bartlett

S Y
 P 30
 S
 SO Y
 HT 10

UNOFFICIAL COPY

Post Closing Detention Pond Easement – Mraz 8/11/04

POST-CLOSING DETENTION POND RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT

THIS POST CLOSING DETENTION POND RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT (the "Agreement") is made and entered into on the 17th day of August, 2004, by and between the Village of Bartlett, an Illinois municipal corporation (the "Village"), Bluff City, L.L.C., an Illinois limited liability company ("Bluff City"), Southwind Financial, Ltd., an Illinois corporation ("Southwind"), and Reliable Materials Corporation, an Illinois corporation ("Reliable"). Bluff City, Southwind and Reliable are hereinafter referred to as the "Owners". The Village and the Owners are sometimes hereinafter referred to as the "Parties".

WHEREAS, Bluff City is the owner of 186 acres of real estate legally described and depicted on **Exhibit A**, attached hereto and incorporated herein (the "Bluff City Industrial Park") which was annexed to the Village on July 29, 2003 (the "186 Annexation Agreement") and approximately 3.74 acres of real estate legally described and depicted on **Exhibit B**, attached hereto and incorporated herein (the "Connection Parcel"), and Southwind and Reliable are the owners of approximately 123 acres of real estate legally described and depicted on **Exhibit C**, attached hereto and incorporated herein (the "Blue Heron Business Park"), which also annexed into the Village on or about July 29, 2003 (the "123 Annexation Agreement"). The Connection Parcel shall be annexed via an amendment to the Annexation Agreement (the "First Amendment to the 186 Acre Annexation Agreement"); and

WHEREAS, in the 186 and the 123 Annexation Agreements the Parties agreed that a detention pond with a surrounding embankment and shoreline would be built on Bluff City Industrial Park, as legally described and depicted on **Exhibit D**, attached hereto and incorporated herein, (hereinafter referred to as the "Pond") to capture, detain and retain storm water runoff from the Connection Parcel, the Bluff City Industrial Park, the Blue Heron Business Park, and a parcel of real property owned by David Welch (the "Welch Parcel," as legally described on **Exhibit E**, attached hereto and incorporated herein); and

WHEREAS, the Parties, subsequent to July 29, 2003, agreed that Bluff City would dedicate the Pond to the Village and the Village would then accept the dedication, provided Bluff City would (i) construct (or had constructed the Pond prior to dedication); and (ii) maintain the Pond subsequent to the dedication; and

WHEREAS, Bluff City has constructed the Pond and now wishes to dedicate the Pond to the Village, which the Village will accept; and

WHEREAS, the Parties desire to provide for the Owners obligation to maintain the Pond after Bluff City dedicates the Pond to the Village (the "Maintenance Obligation," as more fully defined below).

UNOFFICIAL COPY

NOW THEREFORE, in consideration of the Village accepting the Pond and the Owners maintaining the Pond and the mutual covenants and promises contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Village and the Owners do hereby agree as follows:

1. Use and Maintenance of Pond.

1.1 **Creation of Easement and Right to Use and Maintain the Pond.**

The Village does hereby create, declare, establish, and grant upon, across, through, and under the Pond (i) a perpetual detention/retention easement, running with the land and for the benefit of and appurtenant to the Bluff City Industrial Park, the Connection Parcel, the Blue Heron Business Park, and the Welch Parcel (collectively, the "Benefited Properties") to capture, retain and detain storm water and provide storm water retention/detention for the Benefited Properties; and (ii) a perpetual (maintenance) easement running with the land and for the benefit of the Owners, or the Approved Association (as defined below), their respective successors, to perform the Maintenance Work upon the Pond (as defined below), including, but not limited to entering upon or under the Pond, with materials and equipment, to perform the Maintenance Work (as defined below), including but not being limited to storing materials, vegetation, equipment, and soil upon the Pond to take all steps necessary to complete the Maintenance Work.

1.2 **Owner's Obligation to Maintenance of the Pond.** The Owners, a property owners association(s) created by the Owners (or any combination thereof) under terms approved by the Village (the "Approved Association") to maintain the common areas of the Bluff City Industrial Park, the Blue Heron Business Park and the Connection Parcel or their respective successors shall take all steps reasonably necessary to maintain the Pond to ensure its functionality for its intended use (as set forth in Section 1.1. of this Agreement), these steps shall include, but not be limited to ensuring the structural and functional integrity of the Pond, all required erosion control measures, planting no mow tall fescue or such other vegetation deemed satisfactory by the Village upon the embankment for shoreline stabilization and erosion control of the pond, mowing (if necessary) or otherwise maintaining the surface areas of the embankment and shoreline adjacent to the pond, keeping the pond free from debris, performing sediment removal upon and within the pond, and controlling the growth of vegetation in and adjacent to the pond to maintain the pond (collectively, the "Maintenance Work").

1.3 **Withdraw of Retained/Detained Storm Water.** The Owners, their successors or assigns are hereby granted a perpetual easement to enter upon the Pond and construct and maintain upon the Pond facilities to withdraw excess retained/detained storm water in the Pond for purposes of

UNOFFICIAL COPY

dust suppression and control, landscape watering, and road cleaning, in such methods and amounts as approved by an engineer appointed by the Village as the Village Engineer (the "Village Engineer").

1.4. The Owners Right to Mine. In no way shall any specific term or the collection of terms of this Agreement limit the Owners, or their successors, assigns, agents, licensees, contractors, employees or tenants right to mine under the Pond in accordance with and under the terms of the Mineral Rights Reservation and Easement, attached hereto and incorporated herein as Exhibit F, as reserved by Bluff City with the dedication of the Pond. Further, the Owners right to mine under the Pond shall be a right wholly independent of the Owners obligations under this Agreement. In no way limiting the foregoing, any and all easements granted under the terms of this Agreement (excepting Exhibit F, if applicable) shall be to no greater depth than seven-five feet (75 ft.) below the surface of the property surrounding the Pond.

2. Transfer of Obligations.

2.1 Owner's Right to Cure/Village's Right to Perform & Emergency Repairs.

A. Deficient Pond Repair. In the event the Owners, an Approved Association (s) or their respective successors fail to perform the Maintenance Work the Village may request, in writing, via Certified Mail Return Receipt Requested that the Owners or the Approved Association(s), as applicable, remedy the non-maintained portion of the Pond the Village deems reasonably needing maintenance (the "Deficiency"). If the Owners or the Approved Association(s) (or their successors) fail to commence or diligently pursue a remedy to the Deficiency within thirty (30) days of receipt of such notice, the Village may take all steps necessary to remedy the Deficiency. The Owners, an Approved Association (s) or their respective successors shall reimburse the Village for all costs it incurred pursuant to the terms of this Paragraph A of Section 2.1 of this Agreement pursuant to the terms of Paragraph C of Section 2.1 of this Agreement.

B. Emergency Pond Repair. In the event a Deficiency arises or such other event occurs that if left unattended may cause, in the Village's reasonable discretion, an imminent material disruption of the use of the Pond, imminent damage to the Pond or imminent personal injury or property damage to property outside of the Pond (the "Emergency"), the Village shall have the right to take all steps reasonably necessary to eliminate, cure, or mitigate (the damage potentially caused by) the Emergency. Bartlett shall make a reasonable effort to notify Bluff City, its successors or the Approved Association(s), as applicable, of its

UNOFFICIAL COPY

intention to enter upon the Pond to eliminate or mitigate the Emergency prior to entering upon the Pond to do so. In the event Bartlett fails to contact Bluff City, its successors, or the Approved Association(s) of its intention to enter the Pond to eliminate or mitigate the Emergency, Bartlett shall provide notice to Bluff City, its successors, or the Approved Association(s) (as applicable) of the Emergency and all steps Bartlett took to eliminate or mitigate it as soon as reasonably practicable after all such steps are taken.

C. Invoice and Repayment for Services. In the event the Village expends funds in taking steps to remedy a Deficiency or Emergency, pursuant to the terms of this Agreement, the Village shall provide an invoice to the Owners, the Approved Association(s) or their successors, as applicable, itemizing costs expended to remedy the Deficiency or the Emergency (the "Invoice"). The Owners, the Approved Association(s) or their successors, as applicable, shall reimburse the Village for all costs expended to remedy the Deficiency or Emergency within thirty (30) days of receipt of the invoice, plus, if any, interest at a rate of five percent (5%) per annum accrued monthly when thirty (30) days past due.

2.2 Special Service Area Financing. In the event the Parties close on the \$16,600,000 Special Service Area Number One (Bluff City) Unlimited Ad Valorem Tax Variable Rate Demand Bonds, Series 2004, pursuant to an Ordinance approving and authorizing the issuance thereof adopted by the Village on July 6, 2004 (the "SSA Bonds"), the Village shall pay for the land underlying the Pond and all costs associated with the construction of the Pond, and all costs incidental thereto, including, but not limited to the procurement of a title insurance commitment and policy for the Pond, in the amount the Village will pay (or has paid) Bluff City for the Pond (the "Reimbursement Costs"). In the event SSA Bonds do not close and the parties fail to enter an alternative a special assessment financing agreement, or a revised special service area agreement or a similar agreement, the Village shall have no obligation to pay the Owners any Reimbursement Costs.

3. Right and Easement to Modify Pond.

3.1 Right to Modify Pond. The Village does hereby grant the Owners the right to modify, change, or alter the Pond to expand its capacity to retain/detain additional storm water in such methods and in a manner as approved by the Village Engineer.

3.2 Easement to Modify Pond. Upon the approval of the plans submitted by the Owner(s) seeking to modify, change, or alter the Pond to expand the capacity of the Pond, pursuant to Section 3.1 of this Agreement, the Village

UNOFFICIAL COPY

shall grant to the requesting Owner its employees, contractors, agents, and assigns a construction easement to take all steps necessary to modify, change, or alter the Pond pursuant to the plans approved by the Village, including, but not limited to enter upon, over, and under the Pond, with equipment, to prepare the Pond for the construction that is necessary to effectuate the pre-approved modification, change and/or alteration of the Pond (the "Modification Work"), to store equipment, vehicles, materials, soil upon the Pond, and to complete the Modification Work.

4. Indemnification, Insurance, Liens.

- 4.1 Indemnification.** The Owners, and the Approved Association(s), agree to defend, indemnify, and hold harmless the Village and its respective elected officials, officers and employees from and against any and all liability, damage, loss, cost or expense, including, without limitation, reasonable attorney's fees and court costs of any kind whatsoever that arise from or in connection with any personal injury, property damage or claim for payment of services or materials provided pursuant to the terms of this Agreement arising out of the negligent, willful, wanton or intentional acts of the Owners, the Approved Association(s) or their successors, assigns, employees, contractors, or designees for any such matter brought pursuant to the terms of this Agreement.
- 4.2 Insurance.** The Owners, until the Approved Association(s) is created and thereafter the Approved Associations, their successors, shall procure and maintain commercial general liability insurance to insure against any and all property damage and personal injury, including physical injury or loss of life sustained upon the Pond due to steps taken pursuant to the terms of this Agreement whereupon the Village shall be named an additional insured. The policy shall have a policy limit of no less than Five million and no/100 dollars (\$5,000,000). The policy shall state that the insurance provider give written notice, via Certified Mail, Return Receipt Requested of cancellation or modification to those insured (including the Village) at least thirty (30) days prior to the cancellation or modification of the policy.
- 4.3 Liens.** Bluff City, the Approved Association(s) or its successors, tenants, or contractors (as applicable), shall not permit any lien to stand against the Pond for any labor or materials used in connection with work of any character performed or claimed to have been performed on the Pond. In the event any such lien attaches to the Pond, the Owners or the Approved Association(s), their successors, (as applicable), shall (1) immediately pay any amounts evidenced by said lien and have such lien released, or (2) diligently defend against any such lien and insure or bond over such lien, at 150% of the amount claimed upon the lien, until the resolution of the defense of the lien. If the Owners and/or the Approved Association(s) intend to defend against any lien, the defending party, shall (1) provide notice of its

UNOFFICIAL COPY

intent to defend against the lien in writing to the Village, and (2) thereafter keep the Village informed of the status of the defense against the lien.

5. Miscellaneous.

- 5.1 Recitals.** The recitals set forth above ("Recitals") are to be integrated in this Agreement and read and given full force and effect as if set forth in the body of the Agreement.
- 5.2 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- 5.3 Amendments and Waivers.** No provisions of this Agreement may be amended, waived or terminated except by an instrument in writing setting forth the terms of such amendment, waiver or termination and signed by the Parties and freely distributed between the Parties.
- 5.4 Headings.** The headings in this Agreement are for convenience and reference only and in no way shall be construed to affect the meaning of this Agreement or any provision hereof.
- 5.5 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- 5.6 Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of any such provision to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable under provision of applicable law, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid, illegal or unenforceable, shall not be affected.
- 5.7 Prevailing Parties & Available Remedies.** In the event any Party breaches this Agreement and the breach is litigated before a court of law or an administrative agency, the non-prevailing Party shall be liable to the prevailing Party for the prevailing Party's reasonable attorney's fees and costs of suit incurred by the prevailing Party. The Parties agree that the sole remedies available under the terms of this Agreement available for the breach of this Agreement is either the actual curing of any Deficiency with the Pond or money damages, in the event the Deficiency is cured by the non-breaching party or a breach of this Agreement occurs where there is no Deficiency. Under no circumstances shall a breach of this Agreement allow the Village the right to terminate the easements set forth in this Agreement or terminate, postpone or in any way inhibit the Owners, or their tenants,

UNOFFICIAL COPY

successors, assigns, licensees, employees or contractors the right to mine under the Pond, in accordance with the terms of paragraph 1.4, above.

5.8 Time of the Essence. Time is of the essence with respect to the performance of all covenants and obligations under this Agreement.

5.9 Entire Agreement. This Agreement constitutes the entire understanding between the Parties hereto and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, with respect to matters set forth herein, are merged into this Agreement.

5.10 Notices. Any notice, request for consent, consent or demand (a "Notice") required or desired to be given by or on behalf of either Party upon the other shall be in writing and shall be given by (a) mailing such Notice by certified mail, return receipt requested; (b) national overnight courier; (c) facsimile; or (d) personal delivery service addressed as follows:

If to the Village

Village of Bartlett
228 Main Street
Bartlett, Illinois 60103
Attn.: Jim Plonczynski
Facsimile No. (630) 837-7168

With a copy to:

Bryan Mraz & Associates
111 E. Irving Park Road
Rosemead, Illinois 60172
Attn.: Bryan Mraz, Esq.
Facsimile No. (630) 529-2019

If to the Owners:

Bluff City, L.L.C.
2250 Southwind Boulevard
Bartlett, Illinois 60103
Attn.: Dean W. Kelley/Matthew P. Vondra
Facsimile No. (630) 497-3477

With a copy to:

Maurides & Foley, L.L.C.
2 N. LaSalle Street, Suite 1800
Chicago, Illinois 60602
Attn.: George D. Maurides, Esq.
Facsimile No.: (312) 332-5666

or to such other address as may be specified in writing from time to time and delivered to the other Party pursuant to this Paragraph and such Notice shall be deemed delivered upon (i) actual receipt of notice by the Party to whom such Notice is sent, provided such Notice is received prior to 5:00 p.m. of the recipient's local time on a business day, otherwise the following business day, or

UNOFFICIAL COPY

(ii) when the delivery of such Notice is refused; or (iii) when the delivery of such Notice is attempted but unsuccessful because the Party to whom such Notice is sent did not notify the other Party of its change in address or facsimile number as required under this Agreement. The Village and Owners acknowledge and agree that any Notice from their respective counsel shall constitute a Notice from the Party whom such counsel represents.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date written above.

VILLAGE OF BARTLETT:
Village of Bartlett,
An Illinois municipal corporation

By: *Catherine J. Melcher*
Catherine J. Melcher, Village President

Attest:

Linda Gallien
Linda Gallien, Village Clerk



BLUFF CITY:
Bluff City, L.L.C.,
An Illinois limited liability corporation

By: *John W. Kelly*
Its: *Manager*

Southwind Financial, Ltd.,
An Illinois Corporation

By: *John W. Kelly*
Its: _____

Reliable Materials Corporation, Inc. of Illinois
An Illinois Corporation

By: *W. D. Hoffmann*
Its: *VP*

County Clerk's Office

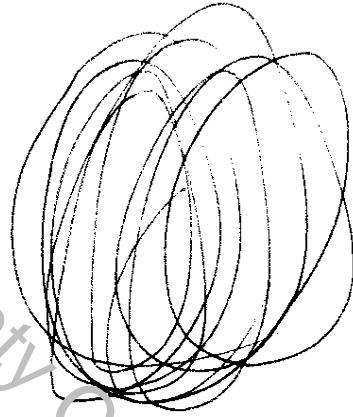
UNOFFICIAL COPY

Exhibit A

Bluff City Industrial Park

(to be inserted)

Property of Cook County Clerk's Office



UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION FOR PROPERTY BEING ANNEXED
(NORTH 186 ACRES)****(COOK COUNTY)****THAT PART OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:**

COMMENCING AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE SOUTH 00 DEGREES 20 MINUTES 16 SECONDS EAST, 2359.00 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25 TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 20 MINUTES 16 SECONDS WEST, 1046.60 FEET ALONG THE EAST LINE OF SAID SECTION 25 TO THE SOUTH RIGHT-OF-WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE NORTH 74 DEGREES 10 MINUTES 34 SECONDS EAST, 561.78 FEET ALONG SAID SOUTH RIGHT-OF-WAY TO A POINT OF CURVATURE; THENCE EASTERLY ON SAID SOUTH RIGHT-OF-WAY ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1855.49 FEET, AN ARC LENGTH OF 1394.62 FEET AND CHORD BEARING SOUTH 84 DEGREES 17 MINUTES 30 SECONDS EAST; THENCE SOUTH 62 DEGREES 45 MINUTES 34 SECONDS EAST, 777.76 FEET ALONG SAID SOUTH RIGHT-OF-WAY; THENCE SOUTH 05 DEGREES 32 MINUTES 10 SECONDS WEST, 344.00 FEET; THENCE NORTH 88 DEGREES 47 MINUTES 09 SECONDS EAST, 670.80 FEET TO SAID SOUTH RIGHT-OF-WAY; THENCE SOUTH 62 DEGREES 45 MINUTES 34 SECONDS EAST, 1362.23 FEET TO THE CENTERLINE OF GIFFORD ROAD; THENCE SOUTH 01 DEGREE 35 MINUTES 34 SECONDS WEST, 1072.87 FEET ALONG SAID CENTERLINE OF GIFFORD ROAD TO THE NORTH LINE OF THE SOUTH 1500 FEET OF SAID SECTION 30; THENCE SOUTH 88 DEGREES 57 MINUTES 05 SECONDS WEST, 3146.69 FEET ALONG SAID NORTH LINE OF THE SOUTH 1500 FEET OF SECTION 30; THENCE NORTH 00 DEGREES 42 MINUTES 29 SECONDS WEST, 1128.22 FEET TO THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE SOUTH 88 DEGREES 09 MINUTES 19 SECONDS WEST, 1238.74 FEET ALONG SAID EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 25; THENCE NORTH 0 DEGREES 20 MINUTES 16 SECONDS WEST, 287.21 FEET ALONG SAID EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPT THAT PART OF GIFFORD ROAD PREVIOUSLY ANNEXED INTO THE CITY OF ELGIN.

CONTAINING AN AREA OF 178.528 ACRES, MORE OR LESS.

(KANE COUNTY)**THAT PART OF THE EAST HALF 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, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 00 DEGREES 20 MINUTES 16 SECONDS EAST, 2359.00 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25 TO THE POINT OF BEGINNING;

UNOFFICIAL COPY

THENCE CONTINUING ALONG SAID EAST LINE OF THE NORTHWEST QUARTER OF SECTION 25, SOUTH 00 DEGREES 20 MINUTES 16 SECONDS EAST, 287.21 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 19 SECONDS WEST, 980.74 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 25; THENCE SOUTH 01 DEGREE 09 MINUTES 17 SECONDS EAST, 22.15 FEET ALONG THE WEST LINE OF PROPERTY RECORDED OCTOBER 28, 1998 AS DOCUMENT NO. 98K098647; THENCE THE FOLLOWING 5 COURSES ALONG THE NORTH LINE OF PROPERTY RECORDED OCTOBER 12, 1999, AS DOCUMENT NO. 1999K097128; THENCE SOUTH 88 DEGREES 44 MINUTES 59 SECONDS WEST, 15.15 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 616.16 FEET, AN ARC LENGTH OF 118.16 FEET AND CHORD BEARING SOUTH 83 DEGREES 16 MINUTES 28 SECONDS WEST; THENCE SOUTH 77 DEGREES 45 MINUTES 48 SECONDS WEST, 101.28 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 370.70 FEET, AN ARC LENGTH OF 251.07 FEET AND CHORD BEARING NORTH 82 DEGREES 50 MINUTES 04 SECONDS WEST; THENCE NORTH 83 DEGREES 25 MINUTES 54 SECONDS WEST, 162.60 FEET TO THE CENTERLINE OF ILLINOIS ROUTE 25; THENCE NORTH 02 DEGREES 46 MINUTES 34 SECONDS WEST, 113.98 FEET ALONG SAID CENTERLINE OF ILLINOIS ROUTE 25; THENCE NORTH 87 DEGREES 53 MINUTES 18 SECONDS EAST, 877.81 FEET; THENCE NORTH 80 DEGREES 02 MINUTES 00 SECONDS EAST, 738.60 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

ALSO ALL THAT PART OF ILLINOIS ROUTE 25 ALONG AND ADJOINING THE ABOVE DESCRIBED PROPERTY.

CONTAINING AN AREA OF 7.980 ACRES, MORE OR LESS.

UNOFFICIAL COPY

Exhibit B

Connection Parcel

(to be inserted)

Property of Cook County Clerk's Office



UNOFFICIAL COPY

LEGAL DESCRIPTION

PARCEL 1

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 SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 0 DEGREES 42 MINUTES 22 SECONDS EAST, 995.67 FEET, ALONG THE EAST LINE OF SAID SECTION, TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 57 MINUTES 05 SECONDS EAST, 1238.56 FEET; THENCE SOUTH 0 DEGREES 42 MINUTES 22 SECONDS EAST, 113.34 FEET, TO A LINE 1500.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30 (AS MEASURED PERPENDICULAR TO SAID SOUTH LINE); THENCE SOUTH 88 DEGREES 57 MINUTES 05 SECONDS WEST, 1238.56 FEET, ALONG SAID PARALLEL LINE, TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 0 DEGREES 42 MINUTES 22 SECONDS WEST, 113.34 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

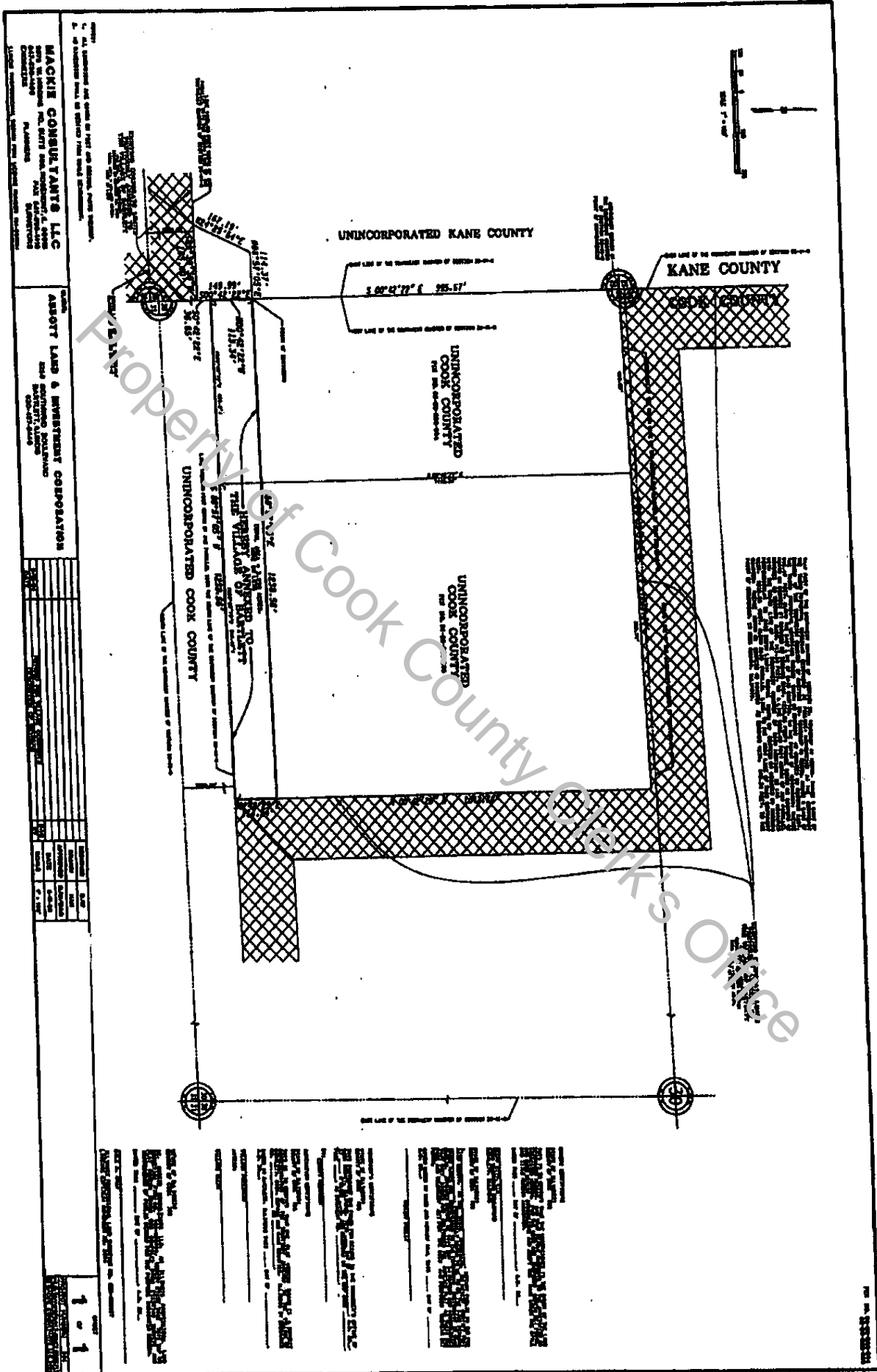
ALSO:

PARCEL 2

THAT PART OF THE SOUTHWEST 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 SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 0 DEGREES 42 MINUTES 22 SECONDS EAST, 995.67 FEET, ALONG THE EAST LINE OF SAID SECTION 25, TO THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 42 MINUTES 22 SECONDS EAST, 149.99 FEET, ALONG SAID EAST LINE OF SECTION 25; THENCE SOUTH 88 DEGREES 39 MINUTES 30 SECONDS WEST, 185.40 FEET, ALONG A LINE 1500.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25 (AS MEASURED PERPENDICULAR TO SAID SOUTH LINE); THENCE NORTH 24 DEGREES 25 MINUTES 54 SECONDS EAST, 167.19 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 05 SECONDS EAST, 114.37 FEET, TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

TOTAL AREA = 162,909.51 SQ. FT. OR 3.74 ACRES

UNOFFICIAL COPY



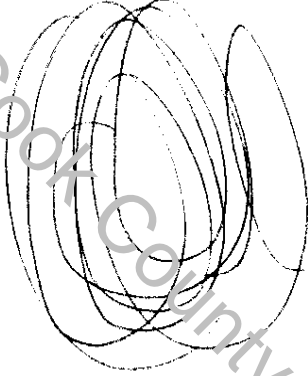
UNOFFICIAL COPY

Exhibit C

Blue Heron Business Park

(to be inserted)

Property of Cook County Clerk's Office



UNOFFICIAL COPY**EXHIBIT C****LEGAL DESCRIPTION OF PROPERTY BEING ANNEXED
(WEST 126 ACRES)**

THAT PART OF THE NORTHEAST QUARTER OF SECTION 36 AND THE SOUTHEAST QUARTER OF SECTION 25, ALL IN TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 88 DEGREES 49 MINUTES 57 SECONDS WEST, A DISTANCE OF 826.88 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 1344.88 FEET (1344.0 FEET RECORD); THENCE SOUTH 89 DEGREES 07 MINUTES 54 SECONDS WEST, A DISTANCE OF 544.00 FEET TO A POINT IN THE CENTERLINE OF SAID HIGHWAY; THENCE NORTH 03 DEGREES 11 MINUTES 56 SECONDS WEST, A DISTANCE OF 2471.45 FEET ALONG THE CENTERLINE OF SAID STATE ROUTE, TO THE NORTH LINE OF THE SOUTH 1500 FEET OF SAID SOUTHEAST QUARTER OF SECTION 25; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 1557.43 FEET ALONG SAID NORTH LINE; THENCE SOUTH 00 DEGREES 42 MINUTES 22 SECONDS EAST, A DISTANCE OF 1500.33 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER TO THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 00 DEGREES 30 MINUTES 31 SECONDS EAST, A DISTANCE OF 2881.88 FEET (2827.4 FEET RECORD) ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 36-41-8 TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF ELGIN, KANE COUNTY, ILLINOIS.

ALSO ALL THAT PART OF ILLINOIS ROUTE 25 ALONG AND ADJOINING THE ABOVE DESCRIBED PROPERTY.

EXCEPT THAT PART OF WEST BARTLETT ROAD PREVIOUSLY ANNEXED.

CONTAINING AN AREA OF 124.560 ACRES, MORE OR LESS.

UNOFFICIAL COPY

Exhibit D

Pond

(to be inserted)

Property of Cook County Clerk's Office



UNOFFICIAL COPY

VILLAGE OF BARTLETT DETENTION PARCEL LEGAL DESCRIPTION:

THAT PART OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: 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 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 35 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 25.88 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 88 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 131.18 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,

UNOFFICIAL COPY

A DISTANCE OF 57.05 FEET; THENCE SOUTH 19 DEGREES 02 MINUTES 57 SECONDS WEST, A DISTANCE OF 79.62 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.

CONTAINING AN AREA OF 820655 SQUARE FEET OR 18.840 ACRES, MORE OR LESS.

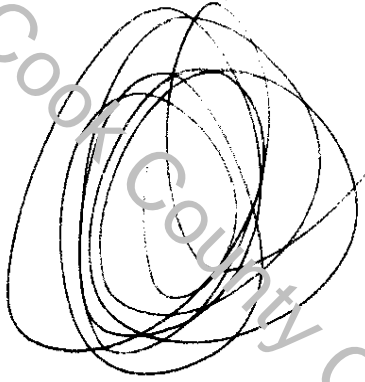
UNOFFICIAL COPY

Exhibit E

Welch Parcel

(to be inserted)

Property of Cook County Clerk's Office



UNOFFICIAL COPY

THAT PART OF THE SOUTHEAST 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, A DISTANCE OF 2359.0 FEET; THENCE SOUTH 80 DEGREES 02 MINUTES WEST, A DISTANCE OF 738.6 FEET; THENCE SOUTH 87 DEGREES 54 MINUTES WEST, A DISTANCE OF 881.4 FEET TO THE CENTER LINE OF STATE ROUTE NO. 25; THENCE SOUTHERLY ALONG SAID CENTER LINE, A DISTANCE OF 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, A DISTANCE OF 37.74 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROUTE NO. 25; THENCE CONTINUING SOUTHEASTERLY ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 124.86 FEET; 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, A DISTANCE OF 251.07 FEET; THENCE EASTERLY TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 101.26 FEET; THENCE EASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 616.16 FEET AND BEING TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 118.18 FEET; THENCE EASTERLY TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 15.15 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 767.59 FEET; THENCE WESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 88 DEGREES 46 MINUTES 16 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 601.12 FEET TO THE CENTER LINE OF STATE ROUTE 25; THENCE SOUTH ALONG SAID CENTER LINE BEING AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 355.58 FEET TO A LINE THAT IS 1500.0 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE EASTERLY ALONG SAID PARALLEL LINE, FORMING AN ANGLE OF 91 DEGREES 08 MINUTES 41 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED LINE, 1563.90 FEET TO THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE NORTH ALONG SAID EAST LINE FORMING AN ANGLE OF 90 DEGREES 36 MINUTES 54 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED LINE, 1146.08 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 FORMING AN ANGLE OF 88 DEGREES 52 MINUTES 20 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED LINE 980.78 FEET; THENCE SOUTH 22.15 FEET TO THE POINT OF BEGINNING, IN ELGIN TOWNSHIP, KANE COUNTY, ILLINOIS.

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS; THENCE SOUTH 89 DEGREES 21 MINUTES 59 SECONDS EAST ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 456.0 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 1/4 (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 1/4; THENCE NORTH 01 DEGREE 45 MINUTES 35 SECONDS EAST ALONG SAID WEST LINE, 1109.12 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 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 1/4, 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 1115.12 FEET TO A LINE 1500.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4 (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 1/4, 1111.33 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

.LESS:

WELCH PARCEL**PARCEL 1**

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; THENCE SOUTH 0 DEGREES 42 MINUTES 22 SECONDS EAST, 995.67 FEET, ALONG THE EAST LINE OF SAID SECTION, TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 57 MINUTES 05 SECONDS EAST, 1238.56 FEET; THENCE SOUTH 0 DEGREES 42 MINUTES 29 SECONDS EAST, 113.34 FEET, TO A LINE 1500.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30 (AS MEASURED PERPENDICULAR TO SAID SOUTH LINE); THENCE SOUTH 88 DEGREES 57 MINUTES 05 SECONDS WEST, 1238.56 FEET, ALONG SAID PARALLEL LINE, TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 0 DEGREES 42 MINUTES 22 SECONDS WEST, 113.34 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO:

PARCEL 2

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, 995.67 FEET, ALONG THE EAST LINE OF SAID SECTION 25, TO THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 42 MINUTES 22 SECONDS EAST, 149.99 FEET, ALONG SAID EAST LINE OF 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); THENCE NORTH 24 DEGREES 25 MINUTES 54 SECONDS EAST, 167.19 FEET; THENCE NORTH 38 DEGREES 57 MINUTES 05 SECONDS EAST, 114.37 FEET, TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

TOTAL AREA = 162,909.51 SQ. FT. OR 3.74 ACRES

06 - 30 - 300 - 002 - 0000

06 - 25 - 400 - 022 - 0000

UNOFFICIAL COPY

Exhibit F

Mineral Rights Reservation and Easement

(to be inserted)

Property of Cook County Clerk's Office



UNOFFICIAL COPY

MINERAL RESERVATION & RESERVATION OF EASEMENT

1. Mineral Estate Reservation.

a. Owner(s) hereby reserves and excepts for itself, its designees, successors, and assigns a one hundred percent (100%) interest in and to all of the mineral estate, minerals and geothermal resources of every description, including as examples and without limitation, limestone, galena, gravel, stone, sand, gas, oil, coal and any other base and precious metal ores and/or stones commencing at a depth of two hundred (200) vertical feet below the surface of the real property being dedicated herein (which surface is located approximately 700-750 vertical feet above sea level) and continuing to the center of the earth.

b. Included in the above-mentioned reservation and exception is the perpetual right and easement to mine and remove any and all of the aforementioned minerals and geothermal resources by any means necessary, including the use of subterranean mining techniques such as blasting and the use of explosives, the construction of underground passages or underground entries through, to and from other mines and lands adjacent thereto, the construction of ventilation and escape shafts on the surface of the property, which ventilation and escape shafts shall not be subject to the two hundred (200) vertical foot restriction set forth in Paragraph 1.a. above, and the use of any other means currently used or developed in the future. The aforementioned easement runs with the land being dedicated herein.

2. Easement Reservation. Owner(s) hereby reserves for the benefit of itself, its designees, successors, and assigns, as well as for the real property described on Exhibit A attached hereto:

a. an exclusive subterranean easement commencing at two hundred (200) vertical feet below the surface of the property referenced herein (which surface is located approximately 700-750 vertical feet above sea level) and continuing to two thousand (2000) vertical feet below the surface hereof (provided that nothing contained in this easement shall restrict or prohibit Grantor from mining and removing any of the mineral estate, minerals and geothermal resources reserved and excepted above, which may be located below the easement area described herein), to use said easement area for whatever uses and purposes, including but not limited to any and all mining and non-mining uses of every kind and nature permitted by law, and in whatever manner that Grantor, its designees, successors, and assigns, shall deem appropriate, in their sole discretion, including but not limited to the right to expand, enlarge, excavate, fill and relocate all ventilation, escape and other surface shafts, vents and access ways, underground passages, underground rooms and other vacant spaces remaining subsequent to the removal of all minerals and geothermal resources located in, under and below the real property interest being dedicated herein, along with the perpetual right to access and utilize said ventilation, escape and other surface shafts, vents and access ways, underground passages, underground rooms and other vacant spaces, as may be expanded, enlarged, excavated, filled and relocated, for whatever uses and purposes that Grantor, its designees, successors and assigns, shall deem appropriate, including but not limited to

UNOFFICIAL COPY

any and all mining and non-mining uses and purposes of every kind and nature permitted by law presently and in the future;

b. the right over, upon, across, through and under the real property interest being dedicated herein to use any existing or future public or private utility easement(s) to provide electricity, gas, water, sewer (storm and sanitary), telecommunications and any other utilities to the subsurface easement areas reserved by Grantor hereunder; and

c. any and all other easements below the real property interest being dedicated herein, which may be required for the operation, maintenance and repair of the subsurface easement areas reserved by Grantor in 2(a) above, and which do not unreasonably interfere with Grantee's use of any of the real property being transferred herein.

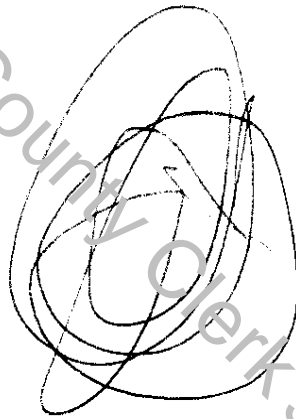
3. Assignment Grantor hereby reserves the right to assign, convey, sell, encumber, pledge, lease or otherwise transfer all or a portion of the mineral reservations and easements in 1 and 2 above reserved herein to any third party or parties in Grantor's sole discretion, either exclusively or non-exclusively; provided that Grantor shall not be permitted to assign, convey, sell, encumber, pledge, mortgage, lease or otherwise transfer any interest in the surface of the real property interest being dedicated herein, if fee title in the surface of said real property interest is actually being transferred or conveyed herein.

County Clerk's Office

UNOFFICIAL COPY

Exhibit A (to be inserted)

Property of Cook County Clerk's Office



UNOFFICIAL COPY

Doc#: 1614429025 Fee: \$96.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 05/23/2016 12:35 PM Pg: 1 of 30

General

16065324

(Space Above Reserved for Recorder's Stamp)

AFFIDAVIT FOR RECORDER'S LABELING OF SIGNATURES AS COPIES

REQUEST TO RECORD PHOTOCOPIED DOCUMENTS PURSUANT TO §55 ILCS 5/3-5013

I Brian Lansu, being duly sworn, state that I have access to the copies of the attached document(s), for which I am listing the type(s) of document(s) below:

Post-Closing Detention Pond Reciprocal Easement And Maintenance Agreement

(print document types on the above line)

which were originally executed by the following parties whose names are listed below:

Dean Kelley as Manager of Bluff City, LLC and as VP of Southwind Financial, Ltd.
William Haworth as VP of Reliable Materials Corporation of Illinois
Catherine Melchert as VP of Village of Bartlett

for which my relationship to the document(s) is/are as follows: (example - Title Company, Agent, Attorney, etc.)

Attorney

(print your relationship to the document(s) on the above line)

OATH REGARDING ORIGINAL

I state under oath that the original of this document is now LOST or NOT IN POSSESSION of the party seeking to now record the same. Furthermore, to the best of my knowledge, the original document was NOT INTENTIONALLY destroyed, or in any manner DISPOSED OF for the purpose of introducing this photo to be recorded in place of original version of this document. Finally, I, the Affiant, swear I have personal knowledge that the foregoing oath statement contained therein is both true and accurate.

Brian Lansu
Affiant's Signature Above

5/4/16
Date Affidavit Executed Signed

THE BELOW SECTION IS TO BE COMPLETED BY THE NOTARY THIS AFFIDAVIT WAS SUBSCRIBED AND SWORN TO BEFORE

5/4/16
Date Document Subscribed & Sworn Before Me
Kelly Hubbard
Signature of Notary Public



SPECIAL NOTE: This is a courtesy form from the CCD, and while a similar affidavit is necessary for any photocopied documents, you may use your own document so long as it includes substantially the same information as included in the above document.

MDX 333-CP