UNOFFICIAL COP 3/85/39/600

8269/0151 5 001 Page 1 of 16 1998-0:6-24 16:55:26 Cook County Recorder 51.50

Prepared by the Village of South Barrington

Parcel Nos: 01-33-402-001-0000 01-33-402-002-0000 06-02-100-067-0000

(Space Above Reserved For Recorder's Use Only)

MEMORANDUM OF SEWER EASEMENTS

THIS MEMORANDUM OF SEWER FASEMENTS ("Memorandum") is entered into as of this 1st day of June, 1998 by and between the VILLAGE OF SOUTH BARRINGTON, an Illinois municipal corporation (the "Village"), and CHICAGO TITLE LAND TRUST COMPANY, as Trustee of Trust No. 1079831 under Trust Agreement dated Mity 4, 1981, and CHICAGO TITLE LAND TRUST COMPANY, as Trustee of Trust No. 1079317 under Trust Agreement dated February 9, 1981 (collectively, the "Grantor").

THIS INDENTURE WITNESSETH, That

WHEREAS, the Grantor is the owner in fee simple of the real estate containing approximately one hundred and twenty acres and legally described on Exhibit "A" attached hereto and made a part hereof (the "Grantor's Land");

WHEREAS, the Village is about to cause or authorize the construction of certain sanitary sewers and extensions of existing sewers with fixtures and appurtenances thereto (the "Sewer Project") and it is necessary for the Village to obtain a certain easements to construct,

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UNOFFICIAL COPEG39600 Page 2 LOTES

reconstruct, repair, maintain, own and operate the Sewer Project upon, under and through a portion of the Grantor's Land; and

WHEREAS, the Village and the Grantor have entered into that certain Sewer Agreement dated as of even date herewith (the "Agreement") concerning easements and other matters relating to the Sewer Project, which Agreement is incorporated herein by this reference and made a part hereof as if fully set forth herein.

NOW, TPEREFORE, in consideration of One Dollar and other valuable considerations, the Village and the Grantor have executed and shall record this Memorandum with the Recorder of Deeds of Cook County, Illandia for purposes of providing public notice of the following easements granted by the Grantor to the Village in the Agreement:

- an underground sanitary sewer and pump station viti an above-ground control panel (the "Perpetual Easement") that is 40.00 feet wide east/west and 70.00 feet wide north/south (the "Perpetual Easement Area"), containing approximately 0.06 ac es more or less, as depicted on Exhibit "B" dated October 23, 1997 and attached hereto and made a part herec f ("Exhibit "B").
- 1.2 Temporary Forcemain Construction and Access Easement. A temporary and nonexclusive easement that is 20 ft. wide for the construction of and access to a sanitary sewer forcemain and related improvements (the "Temporary Forcemain Construction and Access Easement") being parallel to and to the West of the East property line of said parcel, as depicted on Exhibit "B" (the "Temporary Forcemain Construction and Access Easement Area"); and
- 1.3 Temporary Pump Station Construction Easement. A temporary and nonexclusive easement for the construction of a sanitary sewer pump station and related

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improvements (the "Temporary Pump Station Construction Easement") that is: 60.00 feet wide east/west and 110.00 feet wide north/south, containing 0.15 acres more or less, as depicted on Exhibit "B" (the "Temporary Pump Station Construction Easement Area").

Easement and the Temporary Pump Station Construction Easement are collectively referred to herein as the "Temporary Easements". The Temporary Forcemain Construction and Access Easement Area and the Temporary Pump Station Construction Easement Area are collectively referred to herein as the "Temporary Pump Station Construction Easement Area are collectively referred to herein as the "Temporary Easement Areas".

The Perpetual Easement and the Temporary Easements are collectively referred to herein as the "Easements". The Perpetual Easement Area and the Temporary Easement Areas are collectively referred to herein as the "Easement Areas".

- 2. Term of Easements. The Temporary Easements shall remain in full force and effect for the term commencing as of the date hereof and terminating as of the date set forth in the Agreement, but in no event later than December 31, 2000, unless sooner terminated as expressly provided herein. The Perpetual Easement shall remain in full force and effect in perpetuity, unless sooner terminated as expressly provided herein.
 - 3. Miscellaneous Provisions.
- 3.1 Covenant Running With Land. This Memorandum shall be deemed a covenant running with the land.
- 3.2 <u>Default/Remedy</u>. In the event that a party defaults hereunder, and such default continues for thirty (30) days after written notice thereof is given by the nondefaulting party to the defaulting party, the nondefaulting party shall have the right to pursue any and all legal and

equitable remedies against the defaulting party available under applicable law. A default by either party under the Agreement shall be deemed to be a default under this Memorandum by such party.

- 3.3. <u>Conflicts</u>. In the event of any conflicts or inconsistencies between the provisions of the Agreement and the provisions of this Memorandum, the provisions of the Agreement shall govern and provail in all respects.
- 3.4 Secressors. The easements, rights and privileges herein granted to the Village and reserved to Grantor, and all of the covenants of the parties herein: (a) shall be binding upon, inure to the benefit of and be enforceable in actions at law or in equity by the Village and its successors and assigns; and (b) shall be binding upon, inure to the benefit of and be enforceable in actions at law or in equity by Grantor and each of Grantor's successors or assigns, but only during and/or with respect to such periods of time as Grantor, or each such Grantor's successor, shall respectively own an interest in the Easement Areas.
- 3.5 Reservation of Rights. The Grantor shall retain all right, title and interest to the Easement Areas including, without limitation, the use and occupation of the Easement Areas in any manner that will not prevent or materially interfere with the exercise by the Village of the rights expressly granted herein, and such right, title and interest shall not be interfered with by the Village.
- 3.6 Exceptions. This Memorandum is granted subject to all covenants, easements and restrictions of record, building and zoning codes and ordinances and other applicable laws.
- 3.7 <u>Amendments</u>. This Memorandum may be amended only by an instrument in virting executed by both the Grantor and the Village.

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- Termination. This Memorandum may be terminated only by an instrument in 3.8 writing executed by both the Grantor and the Village or issued by a court having jurisdiction here of after all rights of appeal have expired or been exhausted and recorded in the Recorder of Deeds Office of Cook County, Illinois.
 - Time. Time is of the essence of this Memorandum. 3.9
- In.

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 Law. This Memor.

 rnal laws of the State of Illin.

 [End of this page.] Applicable Law. This Memorandum shall be governed by and construed in 3.10 accordance with the internal laws of the State of Illinois without regard to its choice of law principles.

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IN WITNESS WHEREOF, said Grantor has set their hand and seal, and the Village has caused its name to be hereto subscribed and its corporate seal to be hereto affixed by its proper officers hereunto authorized as of the date first written above.

VILLAGE:

VILLAGE OF SOUTH BARRINGTON, an Illinois municipal corporation

By:

Patricia Graft

President

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY,

as Trustee of Trust No. 1079831

By: [SEE ATTACHED
EXCULPATORY CLAUSE FOR
SIGNATURE]

Attest:

By: _______

Its:

CHICAGO TITLE LAND TRUST

COMPANY

as Trustee of Trust No. 1079317

By: [SEE ATTACHED

EXCULPATORY CLAUSE FOR

SIGNATURE]

After recording, return to:

Mr. Bruce Trego
Village of South Barrington
30 South Barrington Road
South Barrington, IL 60010



UNOFFICIAL COPS 539600 Fage T of 18

EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUSTS 1079831 AND 1079317 ATTACHED TO AND MADE A PART OF THE MEMORANDUM OF SEWER EASEMENTS DATED JUNE 1, 1998, TO VILLAGE OF SOUTH BARRINGTON.

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Date: June 9, 1998

CHICAGO TITLE LAND TRUST COMPANY, as Trustee

Under Trust Nos. 1079831 and 1079317

By:

Assistant Vice President

Attest: By:

Assistant Secretary

State of Illinois County of Cook

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President and Assistant Secretary of CHICAGO TITLE LAND TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as sile. Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that the said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 9th day of June, 1998.

"OFFICIAL SEAL"
MARYLOU ESTRADA
Notary Public, State of Illinois
My Commission Expires 3/12/99

NOTARY PUBLIC

CAGO

Exculpatory Clause w/Notary Rev. 1/97

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STATE OF ILLINOIS) SS	
COUNTY OF COOK)	
I, the undersigned, a Notary Public in and for a HEREBY CERTIFY that and	and Valley Killer as
SOUTH BARRINGTON, an Illinois municipal corpor same persons whose names are subscribed to the foregand, appeared before me this day in p and delivered said instrument as their own free and vo act of said Corporation.	ation, personally known to me to be the joing instrument as such Analysis erson and acknowledged that they signed
GIVEN under my nand and notarial seal this _	day of, 1998.
Co	The same of the same
COO4 -	Notary Public
Му С	mmission Expires:
	OFFICIAL SEAL DOWNA CARF! NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EN PRESED 2/2 1/01

UNOFFICIAL COPNS 39600 (rage 9 of 18

Exhibit "A" to Memorandum

DESCRIPTION OF GRANTOR'S LAND

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PART OF LAND FALLING IN SOUTH BARRINGTON:

THAT PART OF THE SOUTH 1/2 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9, E/ ST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE WEST 1/2 OF THE WEST 1 2 OF FRACTIONAL SECTION 2 AND THE EAST 1/2 OF THE EAST 1/2 OF FRACTIONAL SECTION 3, TOV NSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIB D AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH 20.04 CHAINS (1322.84 FEET) OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE SOUTH 89 DEGREES 64 MIN JTES 31 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH 20.04 CHAINS (1322.64 FEET) OF THI. WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 33, 1374.74 FEET TO AN INTERSECTION WITH A LINE 100.00 FEET, AS MEASURED RADIALLY, SOUTHEASTERLY OF AND CONCENTRIC WITH THE CENTER LINE OF RELOCATED ILLINOIS ROUTE 59 (F.A.P. 868); THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 1966.00 FEET AND BEING 100.00 FEI:T, AS MEASURED RADIALLY SOUTHEASTERLY OF AND CONCENTRIC WITH THE CENTER LINE OF SAID RELOCATED ILLINOIS ROUTE 59, AN ARC DISTANCE OF 369.64 FEET TO AN INTERSECTION WITH "HE EASTERLY LINE AS MONUMENTED OF ILLINOIS ROUTE 59 PER DOCUMENT 11451859 (THE CHORD OF SAID ARC BEARS NORTH 17 DEGREES 04 MINUTES 48 SECONDS EAST, 369.10 FEET); THENCE NORTHERLY ALONG SAID EASTERLY LINE AS MONUMENTED OF ILLINOIS ROUTE 59 PER DOCUMENT 11451853, BEING A CURVED LINE CONVEX EASTERLY AND HAVING A RADIUS OF 1558.42 FEET, AN ARC DISTANCE OF 50.97 FEET TO A DIVISION OF HIGHWAYS IRON SURVEY MARKER STAMPED "PLS 2377" (THE CHORD OF SAID ARC BEARS NORTH 01 DEGREES 02 MINUTES 40 SECONDS EAST, 50.97 FEET); THENCE 3OUTH 89 DEGREES 53 MINUTES 33 SECONDS EAST ALONG THE EASTERLY LINE OF ILLINOIS ROUTE 51 AS WIDENED, 17:00 FEET TO A DIVISION OF HIGH WAYD IRON SURVEY MARKER STAMPED "PLS 2377" AT AN ANGLE POINT IN SAID LINE; THENCE NORTHERLY ALONG THE EASTERLY LINE OF ILLINOIS ROU'E 59 AS WIDENED. BEING A CURVED CONVEX EASTERLY IND HAVING A RADIUS OF 1575.42 FEET, AN ARC DISTANCE OF 12.65 FEET TO A DIVISION OF HIGHWAYS IRON SURVEY MARKER STAMPED "PLS ::377" AT A POINT OF TANGENCY IN SAID LINE (THE CHORD OF SAID ARC BEARS NORTH 00 DEGREES 07 MINUTES 22 SECONDS WEST, 12.65 FEET); THENCE NORTH OF DEGREES 21 MINUTES 10 SECONDS WEST ALONG THE EASTERLY LINE OF ILLINOIS ROUTE 59 AS MIDENED, 760.97 FEET TO A DIVISION OF HIGHWAYS IRON SURVEY MARKER STAMPED "PLS 2377" AT AN ANGLE POINT IN SAID LINE; THENCE NORTH 47 DEGREES 05 MINUTES 26 SECONDS EAST ALONG SAID EASTERLY LINE OF ILLINOIS ROUTE 59 AS WIDENED, 85.34 FEET TO AN INTERSECTION WITH THE SOUTHERL (LINE OF HIGGINS ROAD (ILLINOIS ROUTE 72) AS WIDENED PER INSTRUMENT RECORDED NOVEMBER 10, 1937 AS DOCUMENT 1208/820; THENCE SOUTH 69 DEGREES 28 MINUTES 49 SECONDS EAST ALONG THE SOUTHERLY LINE OF HIGGINS ROAD AS WIDENED BY SAID DOCUMENT 12080620 AND BY DOCUMENT 12066118, 2641.87 FELT TO THE WEST LINE OF BARTLETT ROAD AS WIDENED; THENCE SOUTH 00 DEGREES 07 MINUTES 40 SECONDS EAST ALONG THE WEST LINE OF BARTLETT ROAD AS WIDENED, 239.14 FEET TO AN INTERSECT ON WITH THE SOUTH LINE OF THE LAND CONVEYED BY DOCUMENT 9941247; THENCE SOUTH 89 DEGREES 52 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF THE LAND CONVEYED BY DOCUMENT 9941247, 6.00 FEET TO THE WESTERLY LINE OF LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGH WAY COMMISSION BY WARRANTY DEED RECORDED FEBRUARY 8, 1957 AS DOCUMENT 16821779; THENCE SOUTH 01 DEGREES 57 MINUTES D2 SECONDS WEST ALONG THE WESTERLY LINE OF LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY WARRANTY DEED RECORDED FEBRUARY 8, 1957 AS DOCUMENT 16821779, 628.57 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTH JA DEGREES 30 MINUTES 29 SECONDS EAST ALONG THE WESTERLY LINE OF LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY WARRANTY DEED RECORDED FEBRUARY 8, 1957 AS DOCUMENT 16821779, 599.57 FEET TO AN INTERSECTION WITH THE WEST LINE OF BARTLETT ROAD, BEING A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/1 OF SAID SECTION 33; THENCE SOUTH DD DEGREES 07 MINUTES 40 SECONDS EAST ALONG SAID WEST LINE OF BARTLETT ROAD, 149.11 FEET; THENCE SOUTHERLY ALONG THE WEST LINE OF BARTLETT ROAD, BEING A CURVED LINE CONVEX WESTERLY AND HAVING A RADIUS OF 2488.70 FEET, AN ARC DISTANCE OF 54.14 FEET TO THE NORTHERLY LINE OF THE ILLINOIS STATE TOLL HIGHWAY (THE CHORD OF SAID ARC BEARS SOUTH 00 DEGREES 42 MINUTES 53 SECONDS EAST, 5414 FEET); THENCE SOUTH 89 DEGREES 46 MINUTES 22 SECONDS WEST ALONG THE NORTHERLY LINE OF THE ILLINOIS STATE TOLL HICHWAY, 954.63 FEET TO THE NORTHEASTERLY LINE OF THE INTERSTATE ROUTE 90 AND ILLINOIS ROJTE 59 INTERCHANGE; THENCE NORTH 80 DEGREES 29 MINUTES 05 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF THE INTERSTATE ROUTE 90 AND ILLINOIS ROUTE 59 INTERCHANGE, 335.81 FEI:T TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SA D SECTION 33; THENCE NORTH 00 DEGREES 11 MINUTES 34 SECONDS WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 33, AND ALONG SAID LINE EXTENDED, 1323.00 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART OF THE WEST 1/2 OF THE WEST 1/2 OF FRACTIONAL

SECTION 2 AND THE EAST 1/2 OF THE EAST 1/2 OF FRACTIONAL SECTION 3, 10WNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTHERLY LINE OF THE ILLINOIS STATE TOLL HIGHWAY, LYING EAST OF THE SOUTHERLY EXTENSION (1F THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LYING WEST OF THE WESTERLY LINE OF BARTLETT ROAD, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 3,616,237 SQUARE FEET OR 83.017 ACRES.

PERMANENT !NDEX NUMBERS 01-33-400-002, 01-33-400-003, 01-33-402-001 AND 01-33-402-002

Property of County Clark's Office

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PART OF LAND FALLING IN HOFFMAN ESTATES:

THAT PART OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PHINCIPAL MERIDIAN. AND THAT PART OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH 20.04 CHAINS (1322.64 FEET) OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 33: THENCE SOUTH 00 DEGREES 11 MINUTES 34 SECONDS EAST ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 33, 1322.64 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE NORTH 89 DEGFEES 54 MINUTES 31 SECONDS EAST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 33, 1285.14 FEET TO THE WEST LINE OF BARTLETT ROAD, THENCE SOUTHERLY ALONG THE WEST LINE OF BARTLETT ROAD. BEING A CURVED LINE CONVEX WESTERLY AND HAVING A RADIUS OF 2488.70 FEE (, AN ARC DISTANCE OF 54.14 FEET TO THE NORTHERLY LINE OF THE ILLINOIS STATE TOLL HIGHWAY (THE CHORD OF SAID ARC BEARS SOUTH 00 DEGREES 42 MINUTES 53 SECONDS EAST, 5414 FEET); THENCE SOUTH 89 DEGREES 46 MINUTES 22 SECONDS WEST ALONG THE NORTHERLY LINE OF THE ILLINOIS STATE TOLL HIGHWAY, 954 53 FEET TO THE NORTHEASTERLY LINE OF THE INTERSTATE ROUTE 90 AND ILLINOIS ROUTE 59 INTERCHANGE; THENCE NORTH 80 DEGREES 29 MINUTES 05 SECONDS WEST ALONG THE NORTHEASTERLY LIVE OF THE INTERSTATE ROUTE 90 AND ILLINOIS ROUTE 59 INTERCHANGE, 337.90 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE; THENCE NORTH 81 DEGILES 01 MINUTES 48 SECONDS WEST ALONG THE NORTHERLY LINE OF THE INTERSTATE ROUTE 90 INTERCHANGE, 528.19 FEET TO AN ANGLE POINT IN SAID LINE; THENCE NORTH 53 DEGREES 53 MINUTES 42 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF THE INTERSTATE ROUTE 90 INTERCHANGE, 1350.41 FEET TO AN INTERSECTION WITH A LINE 100.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTHEASTERLY OF AND PARALLEL WITH THE CENTER LINE OF RELOCATED ILLINOIS ROUTE 59 (F.A.P. 863); THENCE NORTH 29 DEGREES 58 MINUTES 19 SECONDS EAST ALONG SAID LAST DESCRIBED PARALIEL LINE, BEING ALSO THE NEW ACCESS CONTROL LINE FOR SAID ROAD, 244.11 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 1968 DO FEET, BEING TANGENT TO SAID! AST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, BEING 100.00 FEET, AS MEASURED RADIALLY, SOUTHEASTERLY OF AND CONCENTRIC WITH THE CENTER LINE OF RELOCATED ILLINOIS ROUTE 5', AND BEING ALSO THE NEW ACCESS CONTROL LINE FOR SAID ROAD, TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 20.04 CHAINS (1322.64 FEET) OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 33, THENCE NORTH 89 DEGREES 54 MINUTES 31 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH 20.04 CHAINS (1322.64 FEET) OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 23 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 1,592,705 SQUARE FEET OR 36.563 ACRES

PERMANENT INDEX NUMBERS 01-33-303-005, 01-33-401-001, 06-02-102-007, 06-03-200-011 AND 06-03-200-012.

Exhibit "B" to Memorandum

DESCRIPTION OF EASEMENT AREAS

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UNOFFICIAL COP98539600 Page 14 Jan 16

BARTLETT RO. CENTERLINE STATION 43+00 PERMANENT EASEMENT (SEE DETAIL) 54.14'-954.63

335.31.

NORTHWEST

TOLLWAY

Property of Cook County Clerk's Office

Property of Coot County Clark's Office

WHE STEEL

EXHIBIT

ATTACHED TO

98539600

DOCUMENT NUMBER

6-24-960

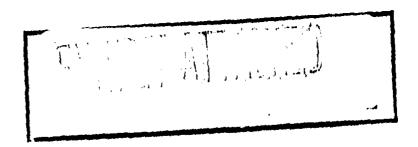
SEE PLAT BOOK

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Prepared by the Village of South Barrington

Parcel Nos: 01-33-402-001-0000 01-33-402-002-0000 06-02-100-007-0000



(Space Above Reserved For Recorder's Use Only)

MEMORANDUM OF SEWER EASEMENTS

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THIS INDENTURE WITNESSETH, That

WHEREAS, the Grantor is the owner in fee simple of the real estate containing approximately one hundred and twenty acres and legally described on Exhibit "A" attached hereto and made a part hereof (the "Grantor's Land");

WHEREAS, the Village is about to cause or authorize the construction of certain sanitary sewers and extensions of existing sewers with fixtures and appurtenances thereto (the "Sewer Project") and it is necessary for the Village to obtain a certain easements to construct,

DATE COMES TOPES

(F) (F)

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reconstruct, repair, maintain, own and operate the Sewer Project upon, under and through a portion of the Grantor's I and; and

WHEREAS, the Village and the Grantor have entered into that certain Sewer Agreement dated as of even date her swith (the "Agreement") concerning easements and other matters relating to the Sewer Project, which Agreement is incorporated herein by this reference and made a part hereof as if fully set forth herein.

NOW, THEREFORE, in consideration of One Dollar and other valuable considerations, the Village and the Grantor have executed and shall record this Memorandum with the Recorder of Deeds of Cook County, Illinois for purposes of providing public notice of the following easements granted by the Grantor to the Village in the Agreement:

- 2.1 Perpetual Pump Station Easement. A perpetual and nonexclusive easement for an underground sanitary sewer and pump station with an above-ground control panel (the "Perpetual Easement") that is 40.00 feet wide east/west and 70.00 feet wide north/south (the "Perpetual Easement Area"), containing approximately 0.06 acres more or less, as depicted on Exhibit "B" dated October 23, 1997 and attached hereto and made a part hereof ("Exhibit "B").
- 1.2 Temp trary Forcemain Construction and Access Easemen. A temporary and nonexclusive easement that is 20 ft. wide for the construction of and access to a section sewer forcemain and related improvements (the "Temporary Forcemain Construction and Access Easement") being parallel to and to the West of the East property line of said parcel, as depicted on Exhibit "B" (the "Temporary Forcemain Construction and Access Easement Area"); and
- 1.3 <u>Temporary Pump Station Construction Easement</u>. A temporary and nonexclusive easement for the construction of a sanitary sewer pump station and related

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improvements (the "Temporary Pump Station Construction Easement") that is 60.00 feet wide east/west and 110.00 feet wide north/south, containing 0.15 acres more or less, as depicted on Exhibit "B" (the "Temporary Pump Station Construction Easement Area").

1.4 <u>Define I Easement Terms</u>. The Temporary Forcemain Construction and Access Easement and the Temporary Pump Station Construction Easement are collectively referred to herein as the 'Temporary Easements'. The Temporary Forcemain Construction and Access Easement Area and the Temporary Pump Station Construction Easement Area are collectively referred to herein as the 'Temporary Easement Areas'.

The Perpetual Pasement and the Temporary Easements are collectively referred to herein as the "Easements". The Perpetual Easement Area and the Temporary Easement Areas are collectively referred to herein as the "Easement Aleas".

- 2. Term of Easements. The Temporary Easements shall remain in full force and effect for the term commencing as of the date hereof and terminating as of the date set forth in the Agreement, but in no event later than December 31, 2000, unicss sooner terminated as expressly provided herein. The Perpetual Easement shall remain in full force and effect in perpetuity, unless sooner terminated as expressly provided herein.
 - 3. Miscellaneous Provisions.
- 3.1 Covenant Running With Land. This Memorandum shall be deemed a covenant running with the land.
- 3.2 <u>Default/Remedy</u>. In the event that a party defaults hereunder, and such default continues for thirty (30) days after written notice thereof is given by the nondefaulting party to the defaulting party, the nondefaulting party shall have the right to pursue any and all legal and

Property of Coof County Clerk's Office

UNOFFICIAL COPY 98539600 Fage 4 of 18

equitable remedies against the defaulting party available under applicable law. A default by either party under the Agreement shall be deemed to be a default under this Memorandum by such party.

- 3.3. Conflict. In the event of any conflicts or inconsistencies between the provisions of the Agreement and the provisions of this Memorandum, the provisions of the Agreement shall govern and prevail in all respects.
- 3.4 Successors. The easements, rights and privileges herein granted to the Village and reserved to Grantor, and all of the covenants of the parties herein: (a) shall be binding upon, inure to the benefit of and be enforceable in actions at law or in equity by the Village and its successors and assigns; and (b) shall be oinding upon, inure to the benefit of and be enforceable in actions at law or in equity by Grantor and each of Grantor's successors or assigns, but only during and/or with respect to such periods of time as Grantor, or each such Grantor's successor, shall respectively own an interest in the Easement Areas.
- 3.5 Reservation of Rights. The Grantor shall retain all right, title and interest to the Easement Areas including, without limitation, the use and occupation of the Easement Areas in any manner that will not prevent or materially interfere with the exercise by the Village of the rights expressly granted herein, and such right, title and interest shall not be interfered with by the Village.
- 3.6 Exceptions. This Memorandum is granted subject to all covenants, easements and restrictions of record, building and zoning codes and ordinances and other applicable laws.
- 3.7 Amendments. This Memorandum may be amended only by an instrument in writing executed by both the Grantor and the Village.

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- 3.8 Termination. This Memorandum may be terminated only by an instrument in writing executed by both the Grantor and the Village or issued by a court having jurisdiction hereof after all rights of appeal have expired or been exhausted and recorded in the Recorder of Deeds Office of Cook County, Illinois.
 - Time. Time is of the essence of this Memorandum. 3.9

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Country Clark's Office 3.16 Applicable Law. This Memorandum shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to its choice of law principles.

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IN WITNESS WHEREOF, said Grantor has set their hand and seal, and the Village has caused its name to be hereto subscribed and its corporate seal to be hereto affixed by its proper officers hereunto authorized as of the date first written above.

VILLAGE:

VILLAGE OF SOUTH BARRINGTON, an Illinois municipal corporation

By:

Patricia Ciraft

President

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY,

as Trustee of Trust No. 1079831

By: [SEE ATTACHED

EXCULPATORY CLAUSE FOR

SIGNATURE]

Attest:

By:

Its:

CHICAGO TITLE LAND TRUST

COMPANY.

as Trustee of Trust No. 1079317

By: [SEE ATTACHED

EXCULPATORY CLAUSE FOR

SIGNATURE]

After recording, return to:

Mr. Bruce Trego
Village of South Barrington
30 South Barrington Road
South Barrington, IL 60010



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EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUSTS 1079331 AND 1079317 ATTACHED TO AND MADE A PART OF THE MEMORANDUM OF SEWER EASEMENTS DATED JUNE 1, 1998, TO VILLAGE OF SOUTH BARRINGTON.

It is expressly understood and agreed by and between the parties hereto, anything to the con rary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but so ely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Date: June 9, 1998

CHICAGO TITLE LAND TRUST COMPANY, as Trustee

Under Trust Nos. 1079831 and 1079317

By:

Assistant Alice President

Attest: By:

/ Asistant Secretary

State of Illinois County of Cook

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby cert fy that the above named Assistant Vice President and Assistant Secretary of CHICAGO TITLE LAND TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that the said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 9th day of June, 1998.

"OFFICIAL SEAL"
MARYLOU ESTRADA
Notary Public, State of Illinois
Mry Commission Expires 3/12/99

NOTARY PUBLIC

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STATE OF ILLINOIS)	
) SS	
COUNTY OF COOK)	
I the undersigned a Notary Public in a	nd for and residing in said Courty and State, DO
HEREBY CERTIFY that	did not and residing at said County and State, DO
MEDIALIT and (NOTE)	, respectively, of the VILLAGE OF
SOUTH BARRINGTON, an Illinois municipal	corporation, personally known to me to be the
same persons whose names are subscribed to the	e foregoing instrument as such / Recorders
	ay in person and acknowledged that they signed
	and voluntary act and as the free and voluntary
act of said Corporation.	and voluntary act and as the free and voluntary
act of said Corporation.	
CIVEN under muchanism directorial and	14h:- / 1000
GIVEN under my nara and notanal sea	this 15 day of Jane, 1998.
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	Notary Public
	0,
	My Commission Expires: 3.21-41
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OFFICIAL SEAL.

DONNA: CARR

NOTARY PUBLIC, STATE OF ILL MOIS

MY COMMISSION EXPRES: 12/21/01

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Exhibit "A" to Memorandum

Property or Cook County Clerk's Office **DESCRIPTION OF GRANTOR'S LAND**

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PART OF LAND FALLING IN SOUTH BARRINGTON:

THAT PART OF THE SOUTH 1/2 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE WEST 1/2 OF THE WEST 1/2 OF FRACTIONAL SECTION 2 AND THE EAST 1/2 OF THE EAST 1/2 OF FRACTIONAL SECTION 3, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH 20:04 CHAINS (1322.64 FEET) OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE SOUTH 89 DEGREES 54 MINUTES 31 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH 20.04 CHAINS (1322.64 FEET) OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 33, 1374.74 FEET TO AN INTERSECTION WITH A LINE 100.00 FEET, AS MEASURED RADIALLY, SOUTHEASTERLY OF AND CONCENTRIC WITH THE CENTER LINE OF RELOCATED ILLINOIS ROUTE 59 (F.A.P. 868); THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 1966.00 FEET AND BEING 100.00 FEET, AS MEASURED RADIALLY, SOUTHEASTERLY OF AND CONCENTRIC WITH THE CENTER LINE OF SAID RELOCATED ILLINOIS ROUTE 59, AN ARC DISTANCE OF 369.84 FEET TO AN INTERSECTION WITH THE EASTERLY LINE AS MONUMENTED OF ILLINOIS ROUTE 59 PER DOCUMENT 11451859 (THE CHORD OF SAID ARC BEARS NORTH 17 DEGREES 04 MINUTES 48 SECONDS EAST, 369.10 FEET); THENCE NORTHERLY ALONG SAID EASTERLY LINE AS MONUMENTED OF ILLINOIS ROUTE 59 PER DOCUMENT 11451859, BEING A CURVED LINE CONVEX EASTERLY AND HAVING A RADIUS OF 1558.42 FEET, AN ARC DISTANCE OF 50.97 FEET TO A DIVISION OF HIGHWAYS IRON SURVEY MARKER STAMPED "PLS 2377" (THE CHORD OF SAID ARC BEARS NORTH 01 DEGREES 02 MINUTES 40 SECONDS EAST, 50.97 FEET); THENCE SOUTH 89 DEGREES 53 MINUTES 33 SECONDS EAST ALONG THE EASTERLY LINE OF ILLINOIS ROUTE 59 AS WIDENED, 17:00. FEET TO A DIVISION OF HIGHWAYS ITON SURVEY MARKER STAMPED "PLS 2377" AT AN ANGLE POINT IN SAID LINE; THENCE NORTHERLY ALONG THE EASTERLY LINE OF ILLINOIS ROUTE 59 AS WIDENED, BEING A CURVED CONVEX EASTERLY AND HAVING A PADIUS OF 1575.42 FEET, AN ARC DISTANCE OF 12.65 FEET TO A DIVISION OF HIGHWAYS INON SURVEY MARKER STAMPED "PLS 2377" AT A POINT OF TANGENCY IN SAID LINE (THE CHORD OF SAID ARC BEARS NORTH 00 DEGREES 07 MINUTES 22 SECONDS WEST, 12.65 FEET); THENCE NORTH 00 DEGREES 21 MINUTES 10 SECONDS WEST ALONG THE EASTERLY LINE OF ILLINOIS ROUTE 59 AS WIDENED, 760.97 FEET TO A DIVISION OF HIGHWAYS IRON SURVEY MARKER STAMPED "PLS 2377" AT AN ANGI & POINT IN SAID LINE; THENCE NORTH 47 DEGREES 05 MINUTES 26 SECONDS EAST ALONG SAID EASTERLY, LINE OF ILLINOIS ROUTE 59 AS WIDENED, 65.34 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF HIGGINS ROAD (ILLINOIS ROUTE 72) AS WIDENED PER INSTRUMENT RECORDED NOVEMBER 10, 1037 AS DOCUMENT 12080620; THENCE SOUTH 69 DEGREES 28 MINUTES 49 SECONDS EAST ALONG THE SOUTHERLY LINE OF HIGGINS ROAD AS WIDENED BY SAID DOCUMENT 12080620 AND BY DOCUMENT 120806112 2641.87 FEET TO THE WEST LINE OF BARTLETT ROAD AS WIDENED, THENCE SOUTH 00 DEGREES UZ MINUTES 40 SECONDS EAST ALONG THE WEST LINE OF BARTLETT ROAD AS WIDENED, 239.14 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE LAND CONVEYED BY DOCUMENT 9941247; THENCE SOUTH 69 DEGREES 52 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF THE LAND CONVEYED BY DOCUMENT 9941247, 6.00 FEET TO THE WESTERLY LINE OF LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY WARRANTY DEED RECORDED FEBRUARY 8, 1957 AS DOCUMENT 16821779; THENCE SOUTH 01 DEGREES 57 MINUTES 02 SECONDS WEST ALONG THE WESTERLY LINE OF LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY WARRANTY DEED RECORDED FEBRUARY 8, 1957 AS DOCUMENT 16821779, 628.57 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTH 07 DEGREES 30 MINUTES 29 SECONDS EAST ALONG THE WESTERLY LINE OF LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY WARRANTY DEED RECORDED FEBRUARY 8, 1957 AS DOCUMENT 16821779, 599.57 FEET TO AN INTERSECTION WITH THE WEST LINE OF BARTLETT ROAD, BEING A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE SOUTH 00 DEGREES 07 MINUTES 40 SECONDS EAST ALONG SAID WEST LINE OF BARTLETT ROAD, 149.11 FEET; THENCE SOUTHERLY ALONG THE WEST LINE OF BARTLETT ROAD, BEING A CURVED LINE CONVEX WESTERLY AND HAVING A RADIUS OF 2488.70 FEET, AN ARC DISTANCE OF 54.14 FEET TO THE NORTHERLY LINE OF THE ILLINOIS STATE TOLL HIGHWAY (THE CHORD OF SAID ARC BEARS SOUTH CO DEGREES 42 MINUTES 53 SECONDS EAST, 5414 FEET); THENCE SOUTH 89 DEGREES 46 MINUTES 22 SECONDS WEST ALONG THE NORTHERLY LINE OF THE ILLINOIS STATE TOLL HIGHWAY, 954.63 FEET TO THE NORTHEASTERLY LINE OF THE INTERSTATE ROUTE 90 AND ILLINOIS ROUTE 59 INTERCHANGE; THENCE NORTH 80 DEGREES 29 MINUTES 05 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF THE INTERSTATE ROUTE 90 AND ILLINOIS ROUTE 59 INTERCHANGE, 335.81 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE NORTH 00 DEGREES 11 MINUTES 34 SECONDS WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 33, AND ALONG SAID LINE EXTENDED, 1323.00 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART OF THE WEST 1/2 OF THE WEST 1/2 OF FRACTIONAL

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SECTION 2 AND THE EAST 1/2 OF THE EAST 1/2 OF FRACTIONAL SECTION 3, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTHERLY LINE OF THE ILLINOIS STATE TOLL HIGHWAY, LYING EAST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LYING WEST OF THE WESTERLY LINE OF BARTLETT ROAD, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 3,616,237 SQUARE FEET OR 83.017 ACRES.

PERMANENT INDEX NUMBERS 01-33-400-002, 01-33-400-003, 01-33-402-001 AND 01-33-402-002

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PART OF LAND FALLING IN HOFFMAN ESTATES:

THAT PART OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRL PRINCIPAL MERIDIAN. AND THAT PART OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 41 NORTH, FANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH 20.04 CHAINS (1322.64 FEET) OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 33. THENCE SOUTH 00 DEGREES 11 MINUTES 34 SECONDS EAST ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 33, 1322.64 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE NORTH 89 DEGREES 54 MINUTES 31 SECONDS EAST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 33, 1285.14 FEET TO THE WEST LINE OF BARTLETT ROAD; THENCE SOUTHERLY ALONG THE WEST LINE OF BARTLETT ROAD, BEING A CURVED LINE CONVEX WESTERLY AND HAVING A RADIUS OF 2488.70 FEET, AN ARC DISTANCE OF 54.14 FEET TO THE NORTHERLY LINE OF THE ILLINOIS STATE TOLL HIGHWAY (THE CHORD OF SAID ARC BEARS SOUTH 00 DEGREES 42 MINUTES 53 SECONDS EAST, 5414 FEET): THENCE SOUTH 89 DEGREES 46 MINUTES 22 SECONDS WEST ALONG THE NORTHERLY LINE OF THE ILLINOIS STATE TOLL HIGHWAY, 854.32 FEET TO THE NORTHEASTERLY LINE OF THE INTERSTATE ROUTE 90 AND ILLINOIS ROUTE 59 INTERCHANGE, THENCE NORTH 80 DEGREES 29 MINUTES 05 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF THE INTERSTATE ROUTE 90 AND ILLINOIS ROUTE 59 INTERCHANGE, 337.90 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE; THENCE NORTH 81 DECREES 01 MINUTES 48 SECONDS WEST ALONG THE NORTHERLY LINE OF THE INTERSTATE ROUTE 90 INTERCHANGE, 528.19 FEET TO AN ANGLE POINT IN SAID LINE; THENCE NORTH 53 DEGREES 63 MINUTES 42 SECONDS WEST ALONG THE NORTHEASTERLY UNE OF THE INTERSTATE ROUTE 90 INTERCHANGE, 1350.41 FEET TO AN INTERSECTION WITH A LINE 100.00 FEST, AS MEASURED AT RIGHT ANGLES, SOLITHEASTERLY OF AND PARALLEL WITH THE CENTER LINE OF RELOCATED ILLINOIS ROUTE 59 (F.A.P. 868); THENCE NORTH 29 DEGREES 58 MINUTES 19 SECONDS PAST ALONG SAID LAST DESCRIBED PARALLEL LINE, BEING ALSO THE NEW ACCESS CONTROL LINE FOR SAID ROAD, 244.11 FEET TO A POINT OF CURVATURE IN SAID LINE: THENCE NORTHEASTERLY ALONG A CULVED LINE CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 1968.00 FEET, BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, BEING 100.00 FEET, AS MEASURED RADIALLY, SOUTHEASTERLY OF AND CONCENTRIC WITH THE CENTER LINE OF RELOCATED ILLINOIS ROUTE 59, AND BEING ALSO THE NEW ACCESS CONTROL LINE FOR SAID ROAD, TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH :20.04 CHAINS (1322.64 FEET) OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE NORTH 89 DEGREES 54 MINUTES 31 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH 20.04 CHAINS (1322.64 FEET) OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 30 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 1,592,705 SQUARE FEET OR 36,563 ACRES

PERMANENT INDEX NUMBERS 01-33-303-005, 01-33-401-001, 06-02-100-007 06-03-200-011 AND 06-03-200-012.

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Exhibit "B" to Memorandum

DESCRIPTION OF EASEMENT AREAS

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BARTLETT RD. CENTERLINE STATION 43+00 90'x110' TEMPORARY CONSTRUCTION EASEMENT PERMANENT EASEMENT (SEE DETAIL) 54.14'-

NORTHWEST TOLLWAY

335.81.