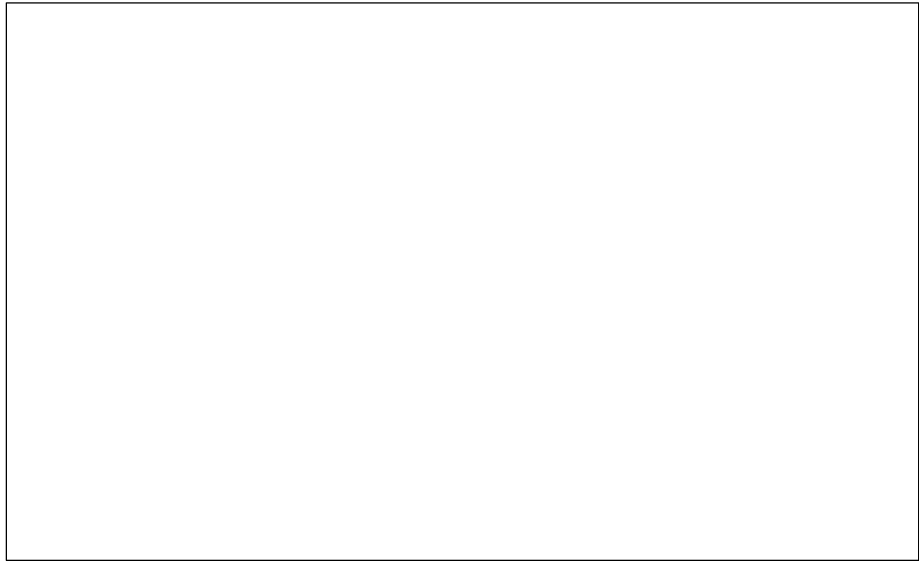


**This instrument prepared by  
and after recording return to:**

Derke Price  
Ancel Glink, PC  
1979 N. Mill Street, #207  
Naperville, IL 60563



*This section for Recorder's use only*

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF CAMPTON HILLS AND  
THE FOREST PRESERVE DISTRICT OF KANE COUNTY  
CONCERNING ANNEXATION AND REGULATORY DEVELOPMENT OF CERTAIN PROPERTY**

This Intergovernmental Agreement (the "**Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the Village of Campton Hills, an Illinois municipal corporation, ("**Village**") and the Forest Preserve District of Kane County, an Illinois forest preserve and unit of government ("District"). The Village and District are sometimes referred to herein as the "Parties," or individually as a "Party."

**ARTICLE I – RECITALS**

THE FOLLOWING RECITALS ARE MADE A PART OF THIS AGREEMENT:

1.1 Shodeen, Inc. has brought forward an application to the Village for annexation and zoning entitlements for a Planned Unit Development of approximately 900 acres (the "Ryan Property") to be commonly known as "LaFox of Campton Hills."

1.2. The District has agreed to purchase approximately 323 acres of the Ryan Property from Shodeen, said property to be purchased being depicted on the map--attached hereto as Exhibit A--as Parcels A, B1, & B2.

1.3. The District will simultaneously be receiving the donation of an additional 77+/- acres of Ryan Property from Shodeen and said donation acreage is depicted on Exhibit A as Parcel C.

1.4. The legal description for the property to be acquired by the District by purchase and donation shall be added to this Agreement at such time as it is developed and is convenient as Exhibit B.

1.5 The District is taking initial ownership of these parcels for its own purposes and as part of a cooperative agreement among other entities whose mission is conservation of open space.

1.6. The District is also acquiring some property with the intent to re-sell or otherwise convey a portion of the Ryan Property to organizations with similar missions of land conservation as the District.

1.7. The acreage to be purchased by and donated to the District will be annexed into the Village as part of Shodeen's application for zoning entitlements and therefore be the subject of various Ordinances of the Village; however, the Village and District desire to memorialize their agreement concerning the jurisdiction of the Village over the land uses and improvements on the property to be acquired by or donated to the District.

1.8. The Village and District are both "units of local government" as that term is defined in Article VII, Section 1, of the Illinois Constitution of 1970, and "public agencies" as that term is defined in Section 2 of the Intergovernmental Cooperation Act, 5 ILCS 220/2.

1.9 Pursuant to Article VII, Section 10 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, units of local government may contract and associate among themselves to obtain or share services and to jointly exercise, combine or transfer their powers, privileges, functions, or authority, and may use their credit, revenues and other resources to pay costs related to intergovernmental activities.

## **ARTICLE II – JURISDICTION OF THE VILLAGE**

2.1. Zoning, Land Use, and Building Code Jurisdiction. The Parties agree that the Village shall retain exclusive zoning and land use authority over all property owned by the District that is located within the corporate limits of the Village, as required by 65 ILCS 5/11-13-1. Nothing in this Agreement shall be construed as a transfer or delegation of zoning or land use authority to Kane County or any other governmental entity.

Notwithstanding the foregoing, the Village agrees that all property acquired by the District pursuant to this Agreement shall be zoned OSP - Open Space Preservation District by the Village upon its transfer to the District by Shodeen, and shall not be subject to the Planned Unit Development regulations, zoning conditions, or development approvals applicable to the LaFox of Campton Hills PUD.

The Village further agrees that, so long as the property is owned by the District or another unit of government or conservation-oriented entity, the Village shall not require special use permits, variances, site plan approvals, or other discretionary land use approvals for passive conservation, preservation, or recreational uses customarily associated with forest preserve property.

Pursuant to Section 20 of the Forest Preserve District Act (70 ILCS 805/20), the District may elect, by ordinance duly adopted by its Board of Commissioners, to be governed by the building code regulations of Kane County with respect to the construction and alteration of buildings and structures on District property located within the Village. In such event, Kane County shall serve as the building code enforcement authority solely for purposes of building construction and safety regulation, and not for zoning or land use regulation.

The District shall provide the Village with written notice and a certified copy of any ordinance adopted pursuant to 70 ILCS 805/20, together with copies of any building permit applications submitted to Kane County for District property located within the Village.

2.2. The Village agrees that the regulatory terms of the Ordinances passed by the Village and otherwise applicable to the Ryan Property and/or to “LaFox of Campton Hills,” including but not limited to any covenants, conditions, restrictions, special terms, or conditions of approval, shall not apply to any property purchased by the District from Shodeen or donated to the District by Shodeen so long as it is owned by the District, any other unit of government, or museum.

2.3 The Village agrees to cooperate with the District to allow the District to disconnect property owned by the District from the corporate limits of the Village, to the extent such disconnection is permitted by law and does not violate Section 2.4 of this Agreement, in the event that the Board of the District determines that it is in the best interests of the District so to do.

2.4 Notwithstanding anything in this Agreement to the contrary, no disconnection of property owned by the District shall be permitted or approved if such disconnection would (a) render any parcel of property annexed into the Village noncontiguous with the remaining corporate limits of the Village, (b) create an “island” of Village territory surrounded by unincorporated territory, or (c) eliminate or impair the Village’s contiguity to the Planned Unit Development approved for the Ryan Property, including any portion thereof. The Village shall have no obligation to cooperate in, approve, or consent to any disconnection that would result in any of the foregoing, and any such disconnection shall be void and of no effect. The Parties acknowledge that this provision is intended to preserve compliance with Illinois municipal annexation and contiguity requirements and shall control over any conflicting provision of this Agreement.

### **ARTICLE III – GENERAL PROVISIONS**

#### 3.1. General Provisions.

a. Condition Precedent and Mutual Cooperation. This Agreement is expressly conditioned upon the District purchasing or receiving title to the acreage described in Exhibit B. The Parties agree to cooperate to secure and conserve the open space acreage as contemplated by this Agreement.

b. Compliance with Laws. The Parties shall comply with all applicable federal, state, county, and local statutes, ordinances, rules, regulations, and codes.

c. Survival. All of the terms, provisions, covenants, and conditions of this Agreement shall survive the Closing and shall not be merged into the Deed(s) to be delivered by Village to District at Closing. In the event of a breach or alleged breach of this Agreement by either Party after the Closing is consummated, the non-breaching Party may enforce the terms of this Agreement by an action in law or equity; provided, however, that no such action, other than an action for enforcement of the Reversionary Right, shall result in a reversion of title to the Property or otherwise affect or impair the conveyance of good title by the deed delivered to Purchaser at the Closing.

d. Enforcement. This Agreement shall be interpreted, and may be enforced, in accordance with the laws of the State of Illinois. Specific performance shall be available as a remedy to both parties.

e. Entire Agreement. All understandings and agreements, whether written or oral, heretofore had between the Parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement concerning the conveyance of the Property, the development of the Park Project, and other matters set forth herein. Neither Party is relying upon any statement or representation not embodied in this Agreement, made by the other. This Agreement may not be changed except by an instrument in writing signed by both Parties.

f. Assignment. This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party.

g. Recording. The District shall record this Agreement with the Kane County Recorder of Deeds.

h. No Third-Party Beneficiaries. Notwithstanding any provision herein to the contrary, this Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a Party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village and/or the District.

i. No Waiver of Tort Immunity. Nothing contained in this Agreement is intended to, or shall constitute, a waiver by either Party of any right, privilege or defense to which either Party is entitled under statutory or common law, included but not limited to the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

j. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (4) via e-mail, provided notices of default may not be sent via e-mail. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one (1) business day after deposit with an overnight courier, as evidenced by a receipt of deposit; (c) four (4) business days following deposit in the U.S. mail, as evidenced by a return receipt, or (d) on the date that an e-mail is sent, provided that such e-mail is also delivered by one of the other manners set forth in subparts (1) – (3) of this Section. By notice complying with the requirements of this Section, each Party may change the address or the addressee, or both, for all future notices and communications to the other Party, but no notice of a change of addressee or address shall be effective until actually received. Nothing in this Section will be deemed to invalidate a notice that is actually received. Notice recipients shall be:

For the Village:  
Village of Campton Hills

For the District:

Forest Preserve District of Kane County

k. Representation. Each of the Village and the District represents that the persons signing this Agreement on its behalf have been duly authorized to do so by action of its corporate authorities.

l. Electronic Signatures; Counterparts. This Agreement may be executed by electronic signatures and/or in multiple counterparts, each of which shall, for all purposes, constitute a duplicate original.

*[SIGNATURES ON FOLLOWING PAGE(S)]*

IN WITNESS WHEREOF, the Parties hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**VILLAGE OF CAMPTON HILLS**

By: \_\_\_\_\_  
Its: Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

**FOREST PRESERVE DISTRICT OF KANE COUNTY**

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

ATTEST:

\_\_\_\_\_  
Secretary

**EXHIBIT A**

**MAP**

**EXHIBIT B**

**Legal Description of Purchased and Donated District Property**

# LA FOX EXHIBIT

## FOR EASTERLY FLOODPLAIN LIMITS



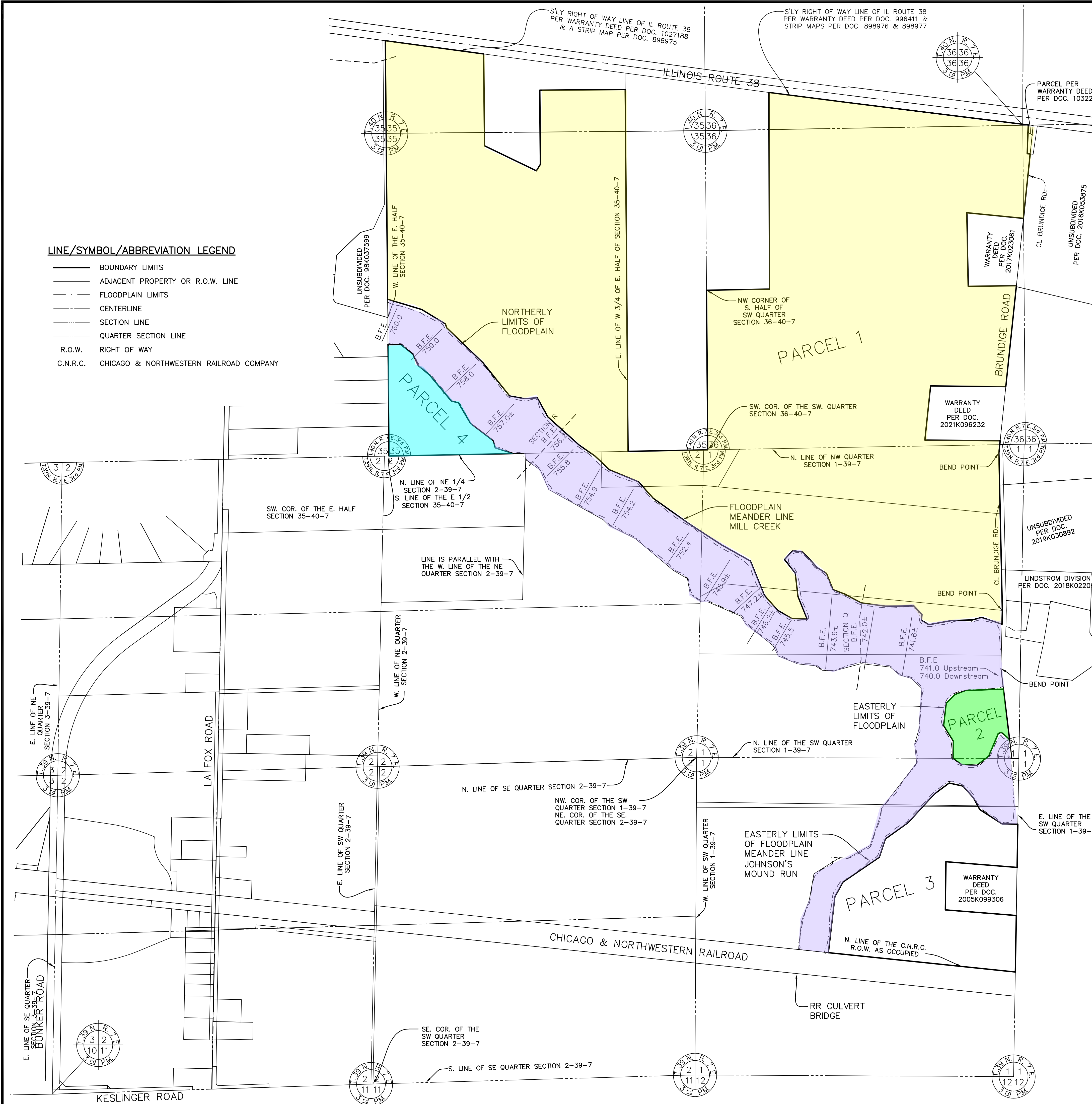
400 200 0 400  
SCALE: 1 INCH = 400 FEET

AREA TABLE		
PARCEL	SQ. FT.	ACRES
PARCEL 1	14,083,223	323.306
PARCEL 2	256,357	5.885
PARCEL 3	1,488,984	34.182
PARCEL 4	485,285	11.141
FLOODPLAIN	3,271,117	75.095

Total acreage purchased by FPDKC = 340.332 AC  
Total acreage to be donated = 75.095 AC  
Total = 415.427 AC

### LINE/SYMBOL/ABBREVIATION LEGEND

- BOUNDARY LIMITS
- ADJACENT PROPERTY OR R.O.W. LINE
- FLOODPLAIN LIMITS
- CENTERLINE
- SECTION LINE
- QUARTER SECTION LINE
- R.O.W. RIGHT OF WAY
- C.N.R.C. CHICAGO & NORTHWESTERN RAILROAD COMPANY



PLOT Drawing: 06/10/2027 2025 BY: SARA, REDD DRAWING PATH: P:\628050\DWG\SURVEY\DRAWINGS\EXHIBITS\FLOODPLAIN EXHIBIT 2.DWG

PREPARED BY:  
**CEMCON, Ltd.**  
Consulting Engineers, Land Surveyors & Planners  
2280 White Oak Circle, Suite 100 Aurora, Illinois  
60502-9675 PH: 630.862.2100 FAX: 630.862.2199  
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 628050 FILE NAME: FLOODPLAIN EXHIBIT 2  
DRAWN BY: SMR FLD. BK. / PG. NO.: N/A  
COMPLETION DATE: 5-5-2025 JOB NO.: 628.050  
PROJECT REFERENCE: 402.166 CHECKED BY:  
REVISED: 8-27-25/SMR ADD PARCEL 4

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PARCEL 1 LEGAL DESCRIPTION

THAT PART OF THE NORTHWEST QUARTER OF SECTION 1 AND THE NORTHEAST QUARTER OF SECTION 2 ALL IN TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE EAST HALF OF SECTION 35 AND SECTION 36 IN TOWNSHIP 40 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING IN KANE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SAID NORTHWEST QUARTER OF SAID SECTION 1: THENCE NORTH 89 DEGREES 47 MINUTES 24 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 58.05 TO THE CENTERLINE OF BRUNDIGE ROAD; THENCE NORTH 06 DEGREES 56 MINUTES 40 SECONDS WEST, ALONG SAID CENTERLINE, A DISTANCE OF 585.41 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 83 DEGREES 03 MINUTES 20 SECONDS WEST A DISTANCE OF 62.07 FEET; THENCE NORTH 89 DEGREES 13 MINUTES 06 SECONDS WEST A DISTANCE OF 615.12 FEET; THENCE NORTH 45 DEGREES 55 MINUTES 20 SECONDS WEST A DISTANCE OF 119.63 FEET; THENCE NORTH 73 DEGREES 41 MINUTES 38 SECONDS WEST A DISTANCE OF 105.86 FEET; THENCE NORTH 49 DEGREES 05 MINUTES 34 SECONDS WEST A DISTANCE OF 99.02 FEET; THENCE NORTH 83 DEGREES 24 MINUTES 42 SECONDS WEST A DISTANCE OF 244.53 FEET; THENCE SOUTH 75 DEGREES 00 MINUTES 57 SECONDS WEST A DISTANCE OF 239.32 FEET; THENCE NORTH 85 DEGREES 25 MINUTES 36 SECONDS WEST A DISTANCE OF 91.71 FEET; THENCE NORTH 57 DEGREES 00 MINUTES 26 SECONDS WEST A DISTANCE OF 69.39 FEET; THENCE NORTH 84 DEGREES 14 MINUTES 56 SECONDS WEST A DISTANCE OF 145.91 FEET; THENCE NORTH 67 DEGREES 47 MINUTES 42 SECONDS WEST A DISTANCE OF 174.41 FEET; THENCE NORTH 26 DEGREES 43 MINUTES 32 SECONDS WEST A DISTANCE OF 97.35 FEET; THENCE NORTH 51 DEGREES 18 MINUTES 47 SECONDS WEST A DISTANCE OF 288.11 FEET; THENCE NORTH 34 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 77.69 FEET; THENCE NORTH 66 DEGREES 33 MINUTES 22 SECONDS WEST A DISTANCE OF 293.96 FEET; THENCE NORTH 88 DEGREES 37 MINUTES 22 SECONDS WEST A DISTANCE OF 60.69 FEET; THENCE NORTH 53 DEGREES 38 MINUTES 39 SECONDS WEST A DISTANCE OF 111.29 FEET; THENCE NORTH 10 DEGREES 05 MINUTES 01 SECONDS WEST A DISTANCE OF 128.77 FEET; THENCE NORTH 59 DEGREES 46 MINUTES 29 SECONDS WEST A DISTANCE OF 133.76 FEET; THENCE NORTH 50 DEGREES 04 MINUTES 32 SECONDS WEST A DISTANCE OF 413.07 FEET; THENCE NORTH 63 DEGREES 20 MINUTES 14 SECONDS WEST A DISTANCE OF 246.36 FEET; THENCE NORTH 45 DEGREES 26 MINUTES 17 SECONDS WEST A DISTANCE OF 66.07 FEET; THENCE NORTH 61 DEGREES 02 MINUTES 4 SECONDS WEST A DISTANCE

OF 516.04 FEET; THENCE NORTH 23 DEGREES 23 MINUTES 55 SECONDS WEST A DISTANCE OF 177.89 FEET; THENCE NORTH 54 DEGREES 46 MINUTES 10 SECONDS WEST A DISTANCE OF 147.96 FEET; THENCE NORTH 01 DEGREES 15 MINUTES 40 SECONDS EAST A DISTANCE OF 52.53 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 18 SECONDS WEST A DISTANCE OF 101.75 FEET; THENCE NORTH 72 DEGREES 34 MINUTES 24 SECONDS WEST A DISTANCE OF 158.92 FEET; THENCE NORTH 16 DEGREES 40 MINUTES 43 SECONDS WEST A DISTANCE OF 62.03 FEET; THENCE NORTH 52 DEGREES 36 MINUTES 12 SECONDS WEST A DISTANCE OF 237.31 FEET; THENCE NORTH 30 DEGREES 33 MINUTES 20 SECONDS WEST A DISTANCE OF 198.39 FEET; THENCE NORTH 75 DEGREES 21 MINUTES 28 SECONDS WEST A DISTANCE OF 61.00 FEET; THENCE NORTH 39 DEGREES 57 MINUTES 33 SECONDS WEST A DISTANCE OF 280.18 FEET; THENCE NORTH 49 DEGREES 55 MINUTES 14 SECONDS WEST A DISTANCE OF 122.59 FEET; THENCE NORTH 25 DEGREES 25 MINUTES 17 SECONDS WEST A DISTANCE OF 105.96 FEET; THENCE NORTH 51 DEGREES 55 MINUTES 26 SECONDS WEST A DISTANCE OF 128.63 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 22 SECONDS WEST A DISTANCE OF 104.27 FEET TO THE WEST LINE OF THE SAID EAST HALF OF SECTION 35; THENCE NORTH 00 DEGREES 30 MINUTES 38 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 2524.05 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 38 PER A WARRANTY DEED RECORDED AS DOCUMENT 1027188 AND A STRIP MAP RECORDED AS DOCUMENT 898975; THENCE SOUTH 82 DEGREES 18 MINUTES 19 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 824.01 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 30 SECONDS EAST A DISTANCE OF 762.77 FEET; THENCE SOUTH 64 DEGREES 17 MINUTES 16 SECONDS EAST A DISTANCE OF 478.95 FEET; THENCE NORTH 31 DEGREES 07 MINUTES 12 SECONDS EAST A DISTANCE OF 62.58 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 48 SECONDS WEST A DISTANCE OF 616.34 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 18 SECONDS EAST A DISTANCE OF 709.74 FEET TO THE EAST LINE OF THE WEST THREE-QUARTERS OF SAID EAST HALF OF SECTION 35; THENCE SOUTH 00 DEGREES 26 MINUTES 30 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 3004.51 FEET TO THE SOUTH LINE OF SAID EAST HALF OF SECTION 35; THENCE NORTH 88 DEGREES 53 MINUTES 18 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 661.63 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE NORTH 00 DEGREES 25 MINUTES 05 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER SECTION, A DISTANCE OF 1325.09 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID QUARTER SECTION; THENCE NORTH 88 DEGREES 55 MINUTES 01 SECONDS EAST, ALONG THE NORTH LINE OF SAID SOUTH HALF, A DISTANCE OF 522.98 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 14 SECONDS WEST A DISTANCE OF 1632.54 FEET TO THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 38, THIS SECTION PER A WARRANTY DEED RECORDED AS DOCUMENT 996411 AND TWO STRIP MAPS RECORDED

AS DOCUMENTS 898976 AND 898977; THENCE SOUTHEASTERLY, ALONG SAID RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 86003.67 FEET A DISTANCE OF 646.10 FEET AND WHOSE CHORD LENGTH OF 646.10 FEET BEARS SOUTH 82 DEGREES 43 MINUTES 48 SECONDS WEST TO A POINT OF TANGENCY; 2) THENCE SOUTH 82 DEGREES 56 MINUTES 42 SECONDS EAST A DISTANCE OF 1523.78 FEET TO THE NORTHWEST CORNER OF A PARCEL GRANTED TO IDOT PER A WARRANTY DEED RECORDED AS DOCUMENT 1032210; THENCE SOUTHERLY THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG SAID PARCEL: 1) THENCE SOUTH 02 DEGREES 01 MINUTES 32 SECONDS WEST A DISTANCE OF 239.17 FEET; 2) THENCE SOUTH 84 DEGREES 01 MINUTES 06 SECONDS EAST A DISTANCE OF 24.75 FEET TO THE APPROXIMATE CENTERLINE OF BRUNDIGE ROAD; THENCE SOUTH 05 DEGREES 58 MINUTES 45 SECONDS WEST ALONG SAID CENTERLINE A DISTANCE OF 537.33 FEET TO THE NORTHEAST CORNER OF A PARCEL DESCRIBED IN A WARRANTY DEED RECORDED AS DOCUMENT 2017K023061; THENCE NORTH 84 DEGREES 21 MINUTES 39 SECONDS WEST, ALONG THE NORTHERLY LINE OF SAID PARCEL, A DISTANCE OF 472.42 FEET (469.21 FEET RECORD) TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 01 DEGREES 04 MINUTES 59 SECONDS EAST, ALONG THE WESTERLY LINE THEREOF, A DISTANCE OF 611.39 FEET TO A POINT 8.14 FEET SOUTH OF THE SOUTHWEST CORNER SAID PARCEL; THENCE NORTH 89 DEGREES 13 MINUTES 49 SECONDS EAST A DISTANCE OF 400.01 FEET TO A POINT LYING ON THE AFOREMENTIONED CENTERLINE OF BRUNDIGE ROAD AND 10.72 FEET SOUTH OF, AS MEASURED ALONG SAID CENTERLINE, THE SOUTHEAST CORNER SAID PARCEL; THENCE SOUTH 05 DEGREES 58 MINUTES 45 SECONDS WEST, ALONG SAID CENTERLINE, A DISTANCE OF 843.10 FEET TO THE NORTHEAST CORNER OF A PARCEL DESCRIBED IN A WARRANTY DEED RECORDED AS DOCUMENT 2021K096232; THENCE THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG SAID PARCEL: 1) THENCE NORTH 89 DEGREES 29 MINUTES 02 SECONDS WEST A DISTANCE OF 625.01 FEET; 2) THENCE SOUTH 05 DEGREES 58 MINUTES 51 SECONDS WEST A DISTANCE OF 451.80 FEET; 3) THENCE SOUTH 89 DEGREES 29 MINUTES 03 SECONDS EAST A DISTANCE OF 625.02 FEET TO THE AFOREMENTIONED CENTERLINE OF BRUNDIGE ROAD; THENCE SOUTHERLY ALONG SAID CENTERLINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) THENCE SOUTH 05 DEGREES 58 MINUTES 45 SECONDS WEST A DISTANCE OF 101.59 FEET TO A BEND POINT IN SAID CENTERLINE; (2) THENCE SOUTH 01 DEGREES 16 MINUTES 02 SECONDS EAST A DISTANCE OF 1308.16 FEET TO A BEND POINT IN SAID CENTERLINE; (3) THENCE SOUTH 01 DEGREES 23 MINUTES 42 SECONDS WEST A DISTANCE OF 482.31 FEET TO A BEND POINT IN SAID CENTERLINE; (4) THENCE SOUTH 06 DEGREES 56 MINUTES 40 SECONDS EAST A DISTANCE OF 168.09 FEET TO THE POINT OF BEGINNING.

PARCEL 2

THAT PART OF THE WEST HALF OF SECTION 1 IN TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING IN KANE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 1: THENCE NORTH 00 DEGREES 57 MINUTES 24 SECONDS EAST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER SECTION, A DISTANCE OF 868.36 FEET (867.6 RECORD) TO THE NORTH LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT-OF-WAY AS OCCUPIED, POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 84 DEGREES 04 MINUTES 49 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1810.48 FEET; THENCE NORTH 05 DEGREES 55 MINUTES 11 SECONDS EAST A DISTANCE OF 232.18 FEET; THENCE NORTH 20 DEGREES 01 MINUTES 11 SECONDS EAST A DISTANCE OF 193.80 FEET; THENCE NORTH 09 DEGREES 53 MINUTES 56 SECONDS EAST A DISTANCE OF 218.80 FEET; THENCE NORTH 57 DEGREES 51 MINUTES 44 SECONDS EAST A DISTANCE OF 253.34 FEET; THENCE SOUTH 85 DEGREES 34 MINUTES 05 SECONDS EAST A DISTANCE OF 66.95 FEET; THENCE NORTH 60 DEGREES 17 MINUTES 06 SECONDS EAST A DISTANCE OF 215.32 FEET; THENCE NORTH 18 DEGREES 44 MINUTES 43 SECONDS EAST A DISTANCE OF 251.36 FEET; THENCE NORTH 09 DEGREES 47 MINUTES 53 SECONDS EAST A DISTANCE OF 68.92 FEET; THENCE NORTH 37 DEGREES 39 MINUTES 39 SECONDS EAST A DISTANCE OF 479.26 FEET; THENCE NORTH 06 DEGREES 04 MINUTES 30 SECONDS WEST A DISTANCE OF 158.69 FEET; THENCE NORTH 16 DEGREES 21 MINUTES 43 SECONDS EAST A DISTANCE OF 120.65 FEET; THENCE NORTH 04 DEGREES 21 MINUTES 14 SECONDS EAST A DISTANCE OF 345.35 FEET; THENCE SOUTH 89 DEGREES 13 MINUTES 06 SECONDS EAST A DISTANCE OF 615.12 FEET; THENCE NORTH 83 DEGREES 03 MINUTES 20 SECONDS EAST A DISTANCE OF 62.07 FEET TO THE CENTERLINE OF BRUNDIGE ROAD; THENCE SOUTH 06 DEGREES 56 MINUTES 40 SECONDS EAST, ALONG SAID CENTERLINE, A DISTANCE OF 585.41 FEET TO THE NORTH LINE OF THE SOUTHWEST SAID SECTION 1; THENCE SOUTH 89 DEGREES 47 MINUTES 24 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 58.05 FEET TO THE CENTER OF SAID SECTION 1; THENCE SOUTH 00 DEGREES 57 MINUTES 24 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 904.01 FEET TO THE NORTHEAST CORNER OF A PARCEL DESCRIBED IN A WARRANTY DEED RECORDED AS DOCUMENT 2005K099306; THENCE THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG SAID PARCEL: 1) THENCE NORTH 85 DEGREES 25 MINUTES 18 SECONDS WEST A DISTANCE OF 592.64 FEET; 2) THENCE SOUTH 00 DEGREES 45 MINUTES 31 SECONDS WEST A DISTANCE OF 400.00 FEET; 3) THENCE SOUTH 85 DEGREES 28

MINUTES 44 SECONDS EAST A DISTANCE OF 591.22 FEET TO THE SAID EAST LINE OF THE SOUTHWEST QUARTER SECTION 1; THENCE SOUTH 00 DEGREES 57 MINUTES 24 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 469.58 FEET TO THE POINT OF BEGINNING.