



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *6.h

Title:

Recommendation to Approve Acceptance of Easements at 1040 Dunham Road

Presenter:

Tim Wilson

Meeting: Government Services Committee

Date: September 24, 2018

Proposed Cost: \$0

Budgeted Amount: \$0

Not Budgeted:

Executive Summary *(if not budgeted please explain):*

The Sewer Utility has a project to replace the force main system along Dunham Road. In order to complete the project, a temporary easement for construction is needed. The project also required a permanent Utility easement from the property owner of School District 303 at 1040 Dunham Road.

The City and the School District worked collaboratively to draft the attached easement document.

The City Attorney has reviewed and approved the document.

Attachments *(please list):*

* Temporary Construction Easement * Permanent Utility Easement

Recommendation/Suggested Action *(briefly explain):*

Recommendation to Authorize Mayor and City Clerk to Execute Sewer Utility Temporary and Permanent Utility Easement 1040 Dunham Road.

This Document Prepared by:

City of St Charles Staff &
Trotter and Associates
40W201 Wasco Road, Suite D
St. Charles, IL 60175

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE ONLY

**City of St. Charles, Illinois
Temporary Construction Easement**

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made in the City of St. Charles, State of Illinois, by and Between Board of Education of St. Charles School District 303, Kane and DuPage County (hereinafter referred to as "GRANTOR") and the City of St. Charles, a Municipal Corporation, organized and existing under the law of the State of Illinois, of Kane and DuPage Counties, Illinois (hereinafter referred to as "GRANTEE").

Recitals:

WHEREAS, Grantor owns that certain real property located in the City of St. Charles, County of Kane, State of Illinois, and more particularly described in **Exhibit A** attached hereto and made a part hereof (the "Land");

WHEREAS, subject to the terms and conditions of this Agreement, Grantor desires to grant to Grantee, and Grantee desires to accept from Grantor, a non-exclusive public utility easement and right-of-way upon, over, across, under and through the portion of the Land, as described on **Exhibit B**, attached hereto (the "Easement Area"), and depicted on **Exhibit C**, attached hereto.

Agreement:

Grant of Easement: Subject to the terms and conditions of this Agreement, Grantor does hereby grant, bargain and convey "as-is", "where-is", a non-exclusive public utility easement (the "Easement") upon, over, across, under and through the Easement Area, to be maintained by Grantee as herein provided, with certain rights and privileges solely for the construction, reconstruction, restoration, maintenance, operation, inspection, review, access and repair of public utility facilities including, but not limited to equipment, materials, pipe, manholes, and such appurtenances and additions thereto as said Grantee may deem necessary, together with the right of access thereto for the necessary personnel and equipment to do any or all of the above work provided, along with the right of reasonable ingress and egress upon and across the Land

for access to and from the Easement Area, together with the full authority and unqualified right to trim, remove, clear, keep clear, and otherwise control (by such methods as Grantee, in its reasonable judgment, may deem necessary or proper, any and all trees, underbrush, or other vegetation located within the Easement Area; provided, however, that Grantee's use of the Land for ingress and egress to and from the Easement Area shall not interfere with Grantor's (or its tenants') use and enjoyment of that portion of the Land not included in the Easement Area or otherwise disturb Grantor's (or its tenants') business operations. In the event maintenance is performed within the easement, said grantee will have the obligation with respect to surface restoration including, but not limited to, the restoration, repair, or replacement of any landscaping provided, however, said Grantee shall be obligated following such work, to backfill and mound so as to retain suitable drainage, remove debris, and leave the area in a generally clean and workmanlike condition. No permanent buildings or trees shall be placed on said easements, but the easement areas may be used for gardens, shrubs, landscaping, paving, fences, sidewalks, curbing, and other purposes that do not interfere with the aforesaid uses and rights.

That the GRANTOR does hereby grant and give to the GRANTEE a temporary construction easement for the purpose of utility construction, on, over and through the following described real estate:

Legal Description: That part of the Southeast Quarter of Section 23, the Southwest Quarter of Section 24, the Northwest Quarter of Section 25 and the Northeast Quarter of Section 26, Township 40 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of Block 1 in Surrey Hill, St. Charles, Kane County, Illinois; thence South 87 degrees, 23 minutes, 0 seconds East 837.20 feet to the northwest corner of a tract of land conveyed by Document 409403; thence South 82 degrees, 13 minutes, 0 seconds East along the northerly line and said northerly line extended of said tract 722.24 feet to the center line of Dunham Road; thence northeasterly along said center line 1135.12 feet; thence northeasterly along said center line being along a curve to the right having a radius of 3370.46 feet tangent to the last described course, 779.44 feet; thence northeasterly along said center line, being tangent to the last described curve at the last described point 819.76 feet to the north west corner of a tract of land conveyed to Community Unit School District No. 303 by Document 1208059; thence northeasterly along said center line 398.60 feet; thence northeasterly along said center line being along a curve to the left having a radius of 11,459.19 feet tangent to the last described course, 603.34 feet; thence northeasterly along said center line being along a curve to the left having a radius of 4,805.72 feet, 312.92 feet; thence South 83 degrees 03 minutes 49 seconds East, 33.37 feet for a point of beginning; thence northeasterly, being along a curve to the left having a radius of 4,838.72 feet, the chord of said curve bears North 14 degrees 49 minutes 52 seconds East, with a chord distance of 100.96 feet, 100.96 feet; thence South 83 degrees 03 minutes 49 seconds East, 100.80 feet; thence southwesterly, being along a curve to the right having a radius of 4,938.72 feet, the chord of said curve bears South 14 degrees 40 minutes 13 seconds West, with a chord distance of 100.92 feet, 100.92 feet; thence North 83 degrees 03 minutes 49 seconds West, 101.09 feet to the point of beginning, all in the City and Township of St. Charles, Kane County, Illinois.

The above referenced real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate one year from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Limitation of Liability and Indemnity In no event shall Grantor be liable to Grantee or any of its employees, agents, tenants, licensees, invitees, guests or to any other persons for any injury to persons or damage to property on or about the Easement Area or caused by Grantee's use or ingress or egress to the Easement Area or by Grantee's breach of this Agreement, unless caused by the gross negligence or willful misconduct of Grantor, and Grantee shall indemnify and hold Grantor, any tenant or occupant of the Land and their employees, officers, members, directors, agents, contractors, subcontractors and employees harmless for all liabilities, costs, damages, expenses, claims, demands or judgments, including without limitation, court costs and reasonable attorneys' fees, incurred by Grantor, or any tenant or occupant of the Land in defense of any claim or action brought against Grantor, any tenant or occupant of the Land, in connection with (i) the use of the Easement, the Facilities, or the Easement Area; (ii) any act or omission of Grantee in the operation, maintenance, repair, and/or management of the Easement, Facilities, or the Easement Area; (iii) any injury to persons or property on the Land or the land adjacent to the Easement Area resulting from Grantee's failure to comply with the terms hereof; and (iv) any Existing Easement. Notwithstanding the foregoing, and to the maximum extent permitted by law, Grantee waives any statutory immunity and/or limitation of liability with respect to its indemnification obligations set forth in this paragraph. Nothing contained herein shall ever be construed to place upon Grantor any manner of liability for injury to or death of persons or for damage to or loss of property arising from or in any manner connected with the acts, conduct, negligence or omission of Grantee, or its employees, agents or contractors, in the design, construction, or maintenance of the Facilities.

Reservation of Grantor's Rights: Grantor reserves the right to use the Easement Area and other lands encumbered by this Agreement in any manner that is not inconsistent with the rights granted to Grantee hereunder. In addition to the enforcement rights of Grantor hereunder, Grantor reserves to itself and to their successors and assigns, all rights accruing from ownership of the Easement Area and the Land, including, without limitation, the right to engage in, or permit or invite others to engage in all uses of the Easement Area that are not prohibited herein and are not inconsistent with Grantee's rights hereunder.

The GRANTOR, without limiting the interest above granted and conveyed, acknowledges that all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the GRANTOR caused by the opening, improving and using the premises for the purpose of water main construction. This acknowledgment does not waive any claim for trespass or negligence against the GRANTEE or GRANTEE's agents which may cause damage to the GRANTOR's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of the GRANTOR.

{signature page follows}

IN WITNESS WHEREOF, the parties have executed this agreement as of the day first above written.

GRANTOR

Board of Education of St. Charles School District 303

By: Board of Education of St. Charles School District
Its manager

Matthew A. Howell
GRANTOR

KATHLEEN T. HEWELL
Printed Name

BOARD PRESIDENT
Title

STATE OF ILLINOIS)
)
COUNTY OF KANE) SS

I, CHRISTINE RACHFORD, A Notary Public, in and for said County and State, DO
HEREBY CERTIFY THAT KATHLEEN T. HEWELL

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notaries seal this 13th day of SEPTEMBER, 2018.

SEAL

Christine Rachford
NOTARY PUBLIC



GRANTEE

The City of St Charles

By: City of St Charles
Its mayor

By: _____
GRANTEE

Printed Name

Mayor
Title

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, _____, A Notary Public, in and for said County and State, DO

HEREBY CERTIFY THAT _____

_____ personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notaries seal this _____ day of _____, 2018.

SEAL

NOTARY PUBLIC

EXHIBIT A

The Land

That part of the Southeast Quarter of Section 23, the Southwest Quarter of Section 24, the Northwest Quarter of Section 25 and the Northeast Quarter of Section 26, Township 40 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of Block 1 in Surrey Hill, St. Charles, Kane County, Illinois; thence South 87 degrees, 23 minutes, 0 seconds East 837.20 feet to the northwest corner of a tract of land conveyed by Document 409403; thence South 82 degrees, 13 minutes, 0 seconds East along the northerly line and said northerly line extended of said tract 722.24 feet to the center line of Dunham Road; thence northeasterly along said center line 1135.12 feet; thence northeasterly along said center line being along a curve to the right having a radius of 3370.46 feet tangent to the last described course, 779.44 feet; thence northeasterly along said center line, being tangent to the last described curve at the last described point 819.76 feet to the north west corner of a tract of land conveyed to Community Unit School District No. 303 by Document 1208059 for a point of beginning; thence easterly along the northerly line of said tract forming an angle of 104 degrees, 55 minutes, 06 seconds with the last described course (measured counter-clockwise therefrom) 1741.48 feet to the south west corner of a tract of land conveyed to the County of Kane for Highway Purposes by Document 1757057; thence northeasterly along the westerly line of said County of Kane tract 1408.03 feet to the north west corner thereof; thence northwesterly along a line forming an angle of 90 degrees, 46 minutes, 0 seconds with the last described course (measured clockwise therefrom) 1390.31 feet to the center line of Dunham Road; thence southwesterly along said center line 1441.47 feet to the point of beginning, excepting therefrom that part thereof conveyed to the City of St. Charles by Document 1430793 and that part thereof conveyed to Community Unit School District No. 303 by Document 1599417, all in the City and Township of St. Charles, Kane County, Illinois.

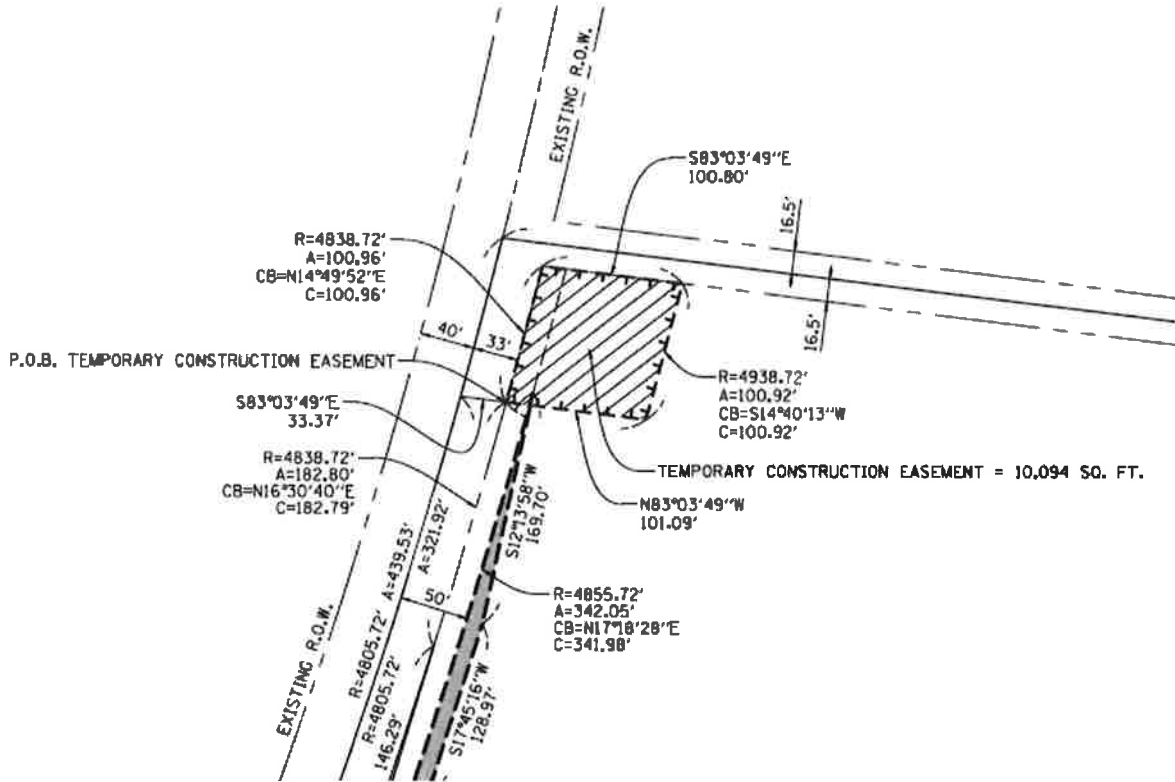
EXHIBIT B

Temporary Construction Easement

That part of the Southeast Quarter of Section 23, the Southwest Quarter of Section 24, the Northwest Quarter of Section 25 and the Northeast Quarter of Section 26, Township 40 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of Block 1 in Surrey Hill, St. Charles, Kane County, Illinois; thence South 87 degrees, 23 minutes, 0 seconds East 837.20 feet to the northwest corner of a tract of land conveyed by Document 409403; thence South 82 degrees, 13 minutes, 0 seconds East along the northerly line and said northerly line extended of said tract 722.24 feet to the center line of Dunham Road; thence northeasterly along said center line 1135.12 feet; thence northeasterly along said center line being along a curve to the right having a radius of 3370.46 feet tangent to the last described course, 779.44 feet; thence northeasterly along said center line, being tangent to the last described curve at the last described point 819.76 feet to the north west corner of a tract of land conveyed to Community Unit School District No. 303 by Document 1208059; thence northeasterly along said center line 398.60 feet; thence northeasterly along said center line being along a curve to the left having a radius of 11,459.19 feet tangent to the last described course, 603.34 feet; thence northeasterly along said center line being along a curve to the left having a radius of 4,805.72 feet, 312.92 feet; thence South 83 degrees 03 minutes 49 seconds East, 33.37 feet for a point of beginning; thence northeasterly, being along a curve to the left having a radius of 4,838.72 feet, the chord of said curve bears North 14 degrees 49 minutes 52 seconds East, with a chord distance of 100.96 feet, 100.96 feet; thence South 83 degrees 03 minutes 49 seconds East, 100.80 feet; thence southwesterly, being along a curve to the right having a radius of 4,938.72 feet, the chord of said curve bears South 14 degrees 40 minutes 13 seconds West, with a chord distance of 100.92 feet, 100.92 feet; thence North 83 degrees 03 minutes 49 seconds West, 101.09 feet to the point of beginning, all in the City and Township of St. Charles, Kane County, Illinois.

EXHIBIT C

Depiction of Easement Area



This Document Prepared by:

City of St Charles Staff &
Trotter and Associates
40W201 Wasco Road, Suite D
St. Charles, IL 60175

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE ONLY

**City of St. Charles, Illinois
Utility Easement**

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made in the City of St. Charles, State of Illinois, by and Between Board of Education of St. Charles School District 303, Kane and DuPage County (hereinafter referred to as "GRANTOR") and the City of St. Charles, a Municipal Corporation, organized and existing under the law of the State of Illinois, of Kane and DuPage Counties, Illinois (hereinafter referred to as "GRANTEE").

Recitals:

WHEREAS, Grantor owns that certain real property located in the City of St. Charles, County of Kane, State of Illinois, and more particularly described in **Exhibit A** attached hereto and made a part hereof (the "**Land**");

WHEREAS, subject to the terms and conditions of this Agreement, Grantor desires to grant to Grantee, and Grantee desires to accept from Grantor, a non-exclusive public utility easement and right-of-way upon, over, across, under and through the portion of the Land, as described on **Exhibit B**, attached hereto (the "**Easement Area**"), and depicted on **Exhibit C**, attached hereto.

Agreement:

Grant of Easement: Subject to the terms and conditions of this Agreement, Grantor does hereby grant, bargain and convey "as-is", "where-is", a non-exclusive public utility easement (the "Easement") upon, over, across, under and through the Easement Area, to be maintained by Grantee as herein provided, with certain rights and privileges solely for the construction, reconstruction, restoration, maintenance, operation, inspection, review, access and repair of public utility facilities including, but not limited to equipment, materials, pipe, manholes, and such appurtenances and additions thereto as said Grantee may deem necessary, together with the right of access thereto for the necessary personnel and equipment to do any or all of the above work provided, along with the right of reasonable ingress and egress upon and across the Land

for access to and from the Easement Area, together with the full authority and unqualified right to trim, remove, clear, keep clear, and otherwise control (by such methods as Grantee, in its reasonable judgment, may deem necessary or proper, any and all trees, underbrush, or other vegetation located within the Easement Area; provided, however, that Grantee's use of the Land for ingress and egress to and from the Easement Area shall not interfere with Grantor's (or its tenants') use and enjoyment of that portion of the Land not included in the Easement Area or otherwise disturb Grantor's (or its tenants') business operations. In the event maintenance is performed within the easement, said grantee will have the obligation with respect to surface restoration including, but not limited to, the restoration, repair, or replacement of any landscaping provided, however, said Grantee shall be obligated following such work, to backfill and mound so as to retain suitable drainage, remove debris, and leave the area in a generally clean and workmanlike condition. No permanent buildings or trees shall be placed on said easements, but the easement areas may be used for gardens, shrubs, landscaping, paving, fences, sidewalks, curbing, and other purposes that do not interfere with the aforesaid uses and rights.

That the GRANTOR does hereby grant and give to the GRANTEE a utility easement for the purpose of utility construction, on, over and through the following described real estate:

Legal Description:

North: That part of the Southeast Quarter of Section 23, the Southwest Quarter of Section 24, the Northwest Quarter of Section 25 and the Northeast Quarter of Section 26, Township 40 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of Block 1 in Surrey Hill, St. Charles, Kane County, Illinois; thence South 87 degrees, 23 minutes, 0 seconds East 837.20 feet to the northwest corner of a tract of land conveyed by Document 409403; thence South 82 degrees, 13 minutes, 0 seconds East along the northerly line and said northerly line extended of said tract 722.24 feet to the center line of Dunham Road; thence northeasterly along said center line 1135.12 feet; thence northeasterly along said center line being along a curve to the right having a radius of 3370.46 feet tangent to the last described course, 779.44 feet; thence northeasterly along said center line, being tangent to the last described curve at the last described point 819.76 feet to the north west corner of a tract of land conveyed to Community Unit School District No. 303 by Document 1208059 for a point of beginning; thence easterly along the northerly line of said tract forming an angle of 104 degrees, 55 minutes, 06 seconds with the last described course (measured counter-clockwise therefrom) 1741.48 feet to the south west corner of a tract of land conveyed to the County of Kane for Highway Purposes by Document 1757057; thence northeasterly along the westerly line of said County of Kane tract 1408.03 feet to the north west corner thereof; thence northwesterly along a line forming an angle of 90 degrees, 46 minutes, 0 seconds with the last described course (measured clockwise therefrom) 1390.31 feet to the center line of Dunham Road; thence southwesterly along said center line 1441.47 feet to the point of beginning, excepting therefrom that part thereof conveyed to the City of St. Charles by Document 1430793 and that part thereof conveyed to Community Unit School District No. 303 by Document 1599417, all in the City and Township of St. Charles, Kane County, Illinois.

South: That part of the Southeast Quarter of Section 23, the Southwest Quarter of Section 24, the Northwest Quarter of Section 25 and the Northeast Quarter of Section 26, Township 40 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the

Northeast corner of Block 1 in Surrey Hill, St. Charles, Kane County, Illinois; thence South 87 degrees, 23 minutes, 0 seconds East 837.20 feet to the northwest corner of a tract of land conveyed by Document 409403; thence South 82 degrees, 13 minutes, 0 seconds East along the northerly line and said northerly line extended of said tract 722.24 feet to the center line of Dunham Road; thence northeasterly along said center line 1135.12 feet; thence northeasterly along said center line being along a curve to the right having a radius of 3370.46 feet that is tangent to the last described course at the last described point 67.35 feet for a point of beginning; thence continuing along said curve to the right 712.09 feet; thence northeasterly along said center line being tangent to the last described curve at the last described point 819.76 feet; thence southeasterly along a line forming an angle of 104 degrees, 55 minutes, 6 seconds with the last described course (measured counter-clockwise therefrom) 1741.48 feet; thence southerly along a curve to the left having a radius of 6050.0 feet that is tangent to a line forming an angle of 86 degrees, 1 minutes, 54 seconds with the prolongation of the last described course (measured clockwise therefrom) 971.67 feet; thence southerly along a line that is tangent to the last described curve at the last described point 549.07 feet; thence northwesterly along a line forming an angle of 76 degrees, 49 minutes, 46 seconds with the last described course (measured counter-clockwise therefrom) 2331.80 feet to the point of beginning, in St. Charles Township, Kane County, Illinois.

The above referenced real estate and improvements located thereon are herein referred to as the "premises."

Limitation of Liability and Indemnity In no event shall Grantor be liable to Grantee or any of its employees, agents, tenants, licensees, invitees, guests or to any other persons for any injury to persons or damage to property on or about the Easement Area or caused by Grantee's use or ingress or egress to the Easement Area or by Grantee's breach of this Agreement, unless caused by the gross negligence or willful misconduct of Grantor, and Grantee shall indemnify and hold Grantor, any tenant or occupant of the Land and their employees, officers, members, directors, agents, contractors, subcontractors and employees harmless for all liabilities, costs, damages, expenses, claims, demands or judgments, including without limitation, court costs and reasonable attorneys' fees, incurred by Grantor, or any tenant or occupant of the Land in defense of any claim or action brought against Grantor, any tenant or occupant of the Land, in connection with (i) the use of the Easement, the Facilities, or the Easement Area; (ii) any act or omission of Grantee in the operation, maintenance, repair, and/or management of the Easement, Facilities, or the Easement Area; (iii) any injury to persons or property on the Land or the land adjacent to the Easement Area resulting from Grantee's failure to comply with the terms hereof; and (iv) any Existing Easement. Notwithstanding the foregoing, and to the maximum extent permitted by law, Grantee waives any statutory immunity and/or limitation of liability with respect to its indemnification obligations set forth in this paragraph. Nothing contained herein shall ever be construed to place upon Grantor any manner of liability for injury to or death of persons or for damage to or loss of property arising from or in any manner connected with the acts, conduct, negligence or omission of Grantee, or its employees, agents or contractors, in the design, construction, or maintenance of the Facilities.

Reservation of Grantor's Rights: Grantor reserves the right to use the Easement Area and other lands encumbered by this Agreement in any manner that is not inconsistent with the rights granted to Grantee hereunder. In addition to the enforcement rights of Grantor hereunder, Grantor reserves

to itself and to their successors and assigns, all rights accruing from ownership of the Easement Area and the Land, including, without limitation, the right to engage in, or permit or invite others to engage in all uses of the Easement Area that are not prohibited herein and are not inconsistent with Grantee' rights hereunder.

The GRANTOR, without limiting the interest above granted and conveyed, acknowledges that all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the GRANTOR caused by the opening, improving and using the premises for the purpose of water main construction. This acknowledgment does not waive any claim for trespass or negligence against the GRANTEE or GRANTEE's agents which may cause damage to the GRANTOR's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of the GRANTOR.

{signature page follows}

IN WITNESS WHEREOF, the parties have executed this agreement as of the day first above written.

GRANTOR

Board of Education of St. Charles School District 303

By: Board of Education of St. Charles School District
Its manager

Kathleen T. Hewell
GRANTOR

KATHLEEN T. HEWELL
Printed Name

BOARD PRESIDENT
Title

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, CHRISTINE RACHFORD, A Notary Public, in and for said County and State, DO
HEREBY CERTIFY THAT KATHLEEN T. HEWELL

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notaries seal this 13th day of SEPTEMBER, 2018.

SEAL

Christine Rachford
NOTARY PUBLIC



GRANTEE

The City of St Charles

By: City of St Charles
Its mayor

By: _____
GRANTEE

Printed Name

Mayor _____
Title

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, _____, A Notary Public, in and for said County and State, DO
HEREBY CERTIFY THAT _____

_____ personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notaries seal this _____ day of _____, 2018.

SEAL

NOTARY PUBLIC

EXHIBIT A

The Land

North: That part of the Southeast Quarter of Section 23, the Southwest Quarter of Section 24, the Northwest Quarter of Section 25 and the Northeast Quarter of Section 26, Township 40 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of Block 1 in Surrey Hill, St. Charles, Kane County, Illinois; thence South 87 degrees, 23 minutes, 0 seconds East 837.20 feet to the northwest corner of a tract of land conveyed by Document 409403; thence South 82 degrees, 13 minutes, 0 seconds East along the northerly line and said northerly line extended of said tract 722.24 feet to the center line of Dunham Road; thence northeasterly along said center line 1135.12 feet; thence northeasterly along said center line being along a curve to the right having a radius of 3370.46 feet tangent to the last described course, 779.44 feet; thence northeasterly along said center line, being tangent to the last described curve at the last described point 819.76 feet to the north west corner of a tract of land conveyed to Community Unit School District No. 303 by Document 1208059 for a point of beginning; thence easterly along the northerly line of said tract forming an angle of 104 degrees, 55 minutes, 06 seconds with the last described course (measured counter-clockwise therefrom) 1741.48 feet to the south west corner of a tract of land conveyed to the County of Kane for Highway Purposes by Document 1757057; thence northeasterly along the westerly line of said County of Kane tract 1408.03 feet to the north west corner thereof; thence northwesterly along a line forming an angle of 90 degrees, 46 minutes, 0 seconds with the last described course (measured clockwise therefrom) 1390.31 feet to the center line of Dunham Road; thence southwesterly along said center line 1441.47 feet to the point of beginning, excepting therefrom that part thereof conveyed to the City of St. Charles by Document 1430793 and that part thereof conveyed to Community Unit School District No. 303 by Document 1599417, all in the City and Township of St. Charles, Kane County, Illinois.

South: That part of the Southeast Quarter of Section 23, the Southwest Quarter of Section 24, the Northwest Quarter of Section 25 and the Northeast Quarter of Section 26, Township 40 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of Block 1 in Surrey Hill, St. Charles, Kane County, Illinois; thence South 87 degrees, 23 minutes, 0 seconds East 837.20 feet to the northwest corner of a tract of land conveyed by Document 409403; thence South 82 degrees, 13 minutes, 0 seconds East along the northerly line and said northerly line extended of said tract 722.24 feet to the center line of Dunham Road; thence northeasterly along said center line 1135.12 feet; thence northeasterly along said center line being along a curve to the right having a radius of 3370.46 feet that is tangent to the last described course at the last described point 67.35 feet for a point of beginning; thence continuing along said curve to the right 712.09 feet; thence northeasterly along said center line being tangent to the last described curve at the last described point 819.76 feet; thence southeasterly along a line forming an angle of 104 degrees, 55 minutes, 6 seconds with the last described course (measured counter-clockwise therefrom) 1741.48 feet; thence southerly along a curve to the left having a radius of 6050.0 feet that is tangent to a line forming an angle of 86 degrees, 1 minutes, 54 seconds with the prolongation of the last described course (measured clockwise therefrom) 971.67 feet; thence southerly along a line that is tangent to the last described curve at the last described point 549.07 feet; thence northwesterly along a line forming

an angle of 76 degrees, 49 minutes, 46 seconds with the last described course (measured counter-clockwise therefrom) 2331.80 feet to the point of beginning, in St. Charles Township, Kane County, Illinois.

EXHIBIT B

Utility Easement

North: That part of the Southeast Quarter of Section 23, the Southwest Quarter of Section 24, the Northwest Quarter of Section 25 and the Northeast Quarter of Section 26, Township 40 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of Block 1 in Surrey Hill, St. Charles, Kane County, Illinois; thence South 87 degrees, 23 minutes, 0 seconds East 837.20 feet to the northwest corner of a tract of land conveyed by Document 409403; thence South 82 degrees, 13 minutes, 0 seconds East along the northerly line and said northerly line extended of said tract 722.24 feet to the center line of Dunham Road; thence northeasterly along said center line 1135.12 feet; thence northeasterly along said center line being along a curve to the right having a radius of 3370.46 feet tangent to the last described course, 779.44 feet; thence northeasterly along said center line, being tangent to the last described curve at the last described point 819.76 feet to the north west corner of a tract of land conveyed to Community Unit School District No. 303 by Document 1208059; thence South 82 degrees 34 minutes 33 seconds East along the northerly line of said tract, 51.74 feet for a point of beginning; thence North 22 degrees 20 minutes 33 seconds East, 93.13 feet; thence continuing North 22 degrees 20 minutes 33 seconds East, 292.14 feet; thence northeasterly, being along a curve to the left having a radius of 11,509.19 feet, the chord of said curve bears North 20 degrees 50 minutes 03 seconds East, with a chord distance of 605.90 feet, 605.97 feet; thence continuing northeasterly, being along a curve to the left having a radius of 4,855.72 feet, the chord of said curve bears North 17 degrees 18 minutes 28 seconds East, with a chord distance of 341.98 feet, 342.05 feet; thence South 12 degrees 13 minutes 58 seconds West, 169.70 feet; thence South 17 degrees 45 minutes 16 seconds West, 128.97 feet; thence South 18 degrees 26 minutes 36 seconds West, 111.31 feet; thence South 20 degrees 07 minutes 12 seconds West, 103.21 feet; thence South 20 Degrees 02 minutes 36 seconds West, 85.94 feet; thence southwesterly, being along a curve to the right having a radius of 11,528.31 feet, the chord of said curve bears South 21 degrees 28 minutes 13 seconds West, with a chord distance of 350.72 feet, 350.73 feet; thence South 22 degrees 20 minutes 33 seconds West, 260.69 feet; thence South 18 degrees 03 minutes 17 seconds West, 40.11 feet; thence South 22 degrees 20 minutes 33 seconds West, 79.92 feet to said northerly line; thence North 82 degrees 34 minutes 33 seconds West along said northerly line, 18.11 feet to the point of beginning, all in the City and Township of St. Charles, Kane County, Illinois.

South: That part of the Southeast Quarter of Section 23, the Southwest Quarter of Section 24, the Northwest Quarter of Section 25 and the Northeast Quarter of Section 26, Township 40 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of Block 1 in Surrey Hill, St. Charles, Kane County, Illinois; thence South 87 degrees 23 minutes East, 837.20 feet to the northwest corner of a tract of land conveyed by Document 409403; thence South 82 degrees 13 minutes East along the northerly line and said northerly line extended of said tract, 722.24 feet to the center line of Dunham Road; thence northeasterly along said center line 1135.12 feet; thence northeasterly along said center line, being along a curve to the right having a radius of 3370.46 feet tangent to the last described course, 779.44 feet; thence northeasterly along said center line, being tangent to the last described curve at the last described point 67.35 feet to the southwest corner of a tract of land

conveyed to Community Unit School District No. 303 by Document 1208059; thence South 82 degrees 34 minutes 33 seconds east along the southerly line of said tract of land, 50.06 feet for a point of beginning; thence northeasterly, being along a curve to the right having a radius of 3320.46 feet, the chord of said curve bears North 16 degrees 18 minutes 40 seconds East, with a chord distance of 697.79 feet, 699.08 feet; thence North 22 degrees 20 minutes 33 seconds East, 833.08 feet to the northerly line of said tract of land; thence South 82 degrees 34 minutes 33 seconds along said northerly line, 18.11 feet; thence South 22 degrees 20 minutes 33 seconds West, 837.74 feet; thence southwesterly, being along a curve to the left having a radius of 3302.96 feet, the chord of said curve bears South 17 degrees 30 minutes 06 seconds West, with a chord distance of 557.45 feet, 588.12 feet; thence South 06 degrees 49 minutes 38 seconds West, 136.06 feet to the said southerly line; thence North 82 degrees 34 minutes 33 seconds West along said southerly line, 28.58 feet to the point of beginning, all in the City and Township of St. Charles, Kane County, Illinois.

