



United City of Yorkville

County Seat of Kendall County

800 Game Farm Road

Yorkville, Illinois, 60560

Telephone: 630-553-4350

Fax: 630-553-7575

Website: www.yorkville.il.us

November 20, 2008

Mr. Todd Milliron
61 Cotswold Drive
Yorkville, IL 60560

Dear Mr. Milliron,

In response to your FOIA request dated November 18, 2008 (attached), please find enclosed a copy of the requested record "signed and dated copy of Raymond Stormwater Management and Storm Sewer Outfall Improvement Agreement passed on CC 12-26-2006 and signed by former Mayor Prochaska and City Clerk Milschewski...".

No such additional records exist in response to the final statement in your request "...Also would like to know what date it was put on file in Yorkville City Clerk Office".

You may also feel free to call the undersigned with any questions that you may have regarding your FOIA request.

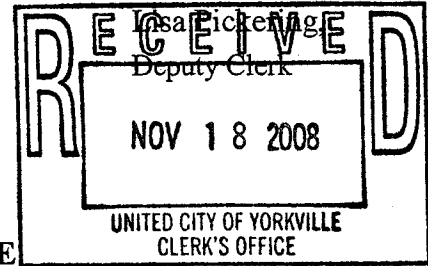
Sincerely yours,

Bart Olson,
Assistant City Administrator



United City of Yorkville
 800 Game Farm Road
 Yorkville, Illinois 60560
 Telephone: 630-553-4350
 Fax: 630-553-7575

Please return to:



UNITED CITY OF YORKVILLE
REQUEST FOR RECORDS UNDER THE FREEDOM OF INFORMATION ACT

(Please Print)

NAME OF PERSON / ORGANIZATION Todd Milliron
 ADDRESS 61 Cotswold Drive
 CITY Yorkville STATE IL ZIP 60560
 PHONE 630-553-9590 EMAIL _____

Under the Freedom of Information Act of the State of Illinois, I hereby request a copy of the following record(s).

Signed and dated Copy of ~~RAYMOND~~ RAYMOND STORM WATER
MANAGEMENT and STORM SEWER OUTFALL IMPROVEMENT
AGREEMENT passed on 12-26-2006 and signed by former
Mayor Prochaska and City Clerk Milschewski - (Estimated
to be 6 pages TOTAL) Also like to know what date it was put on
 (In order to expedite the search for records, please describe as accurately and specifically as possible the records you are requesting.) File in Yorkville City Clerk's Office.

The City of Yorkville will respond to this request within seven (7) working days after the receipt of request.

The first 20 pages of copies for this request are free. A \$.18 per page copying charge is applied after the 20th page. Tapes are \$1.29 each ; CDs are \$0.30 each.

Todd W. Milliron
 Signature of person making this request

11-18-2008
 Date of Request

For Office Use Only

Request Received by:	<u>LP-B/D</u>	Date of Denial:	
Date Request Received:	<u>11-28-08</u>	Denial Sent by:	
Due Date:	<u>12-1-08</u>	Denial Appeal Received:	
Extended Due Date: (if applicable)		Appeal Response Date:	
Date of Compliance:	<u>11-20-08</u>	Appeal Decision Completed:	
A RESPONSE TO THIS REQUEST MUST BE MADE BY:	<input checked="" type="checkbox"/> Clerk's Office <input type="checkbox"/> Building & Safety <input type="checkbox"/> Community Development <input type="checkbox"/> Engineering <input type="checkbox"/> Finance <input type="checkbox"/> Human Resources <input type="checkbox"/> Legal <input type="checkbox"/> Police <input type="checkbox"/> Public Works		
Department Response: (Please check one)	<input checked="" type="checkbox"/> Information Attached	<input type="checkbox"/> No Information Available	Information Available For Review at City Offices
Department Response: (Sign Here <u>[Signature]</u> and Return to Clerk's Office)			

STATE OF ILLINOIS)
)
COUNTY OF KENDALL)

200700005255
Filed for Record in
KENDALL COUNTY, ILLINOIS
PAUL ANDERSON
02-14-2007 At 12:32 PM.
AGREEMENT 65.00
RHSP Surcharge 10.00

**RAYMOND STORMWATER MANAGEMENT AND STORM SEWER
OUTFALL IMPROVEMENT AGREEMENT**

NOW COMES the United City of Yorkville, hereinafter referred to as "CITY" and Centex Homes, hereinafter referred to as "CENTEX", who in consideration of entering into this RAYMOND STORMWATER MANAGEMENT AND STORM SEWER OUTFALL IMPROVEMENT AGREEMENT ("AGREEMENT") dated DEC. 26, 2006 agree to the following terms and conditions:

W I T N E S S E T H

WHEREAS, the CITY is desirous of having constructed, on land that it owns or will acquire, the Raymond Regional Stormwater Management Facility (hereinafter "FACILITY") to serve the CITY, various property owners, and an adjoining service area on a regionalized basis; and

WHEREAS, to facilitate construction of the FACILITY, CITY intends to acquire rights to certain real property described in the attached Exhibit "A" (hereinafter "PROPERTY"); and

WHEREAS, the CITY will also construct the 'Raymond Outfall' (hereinafter "OUTFALL") from the FACILITY to the OUTFALL'S terminus, all as depicted on Exhibit "B"; and

WHEREAS, it is estimated that the cost of said OUTFALL and related appurtenances will be in excess of \$1,200,000, but the CITY does not have financing in place to construct the same; and

WHEREAS, CENTEX owns real property located north of Galena Road (which is north of the Property) (hereinafter "CENTEX-OWNED PROPERTY"), which will benefit from the construction of the OUTFALL; and

WHEREAS, the CITY has requested CENTEX pay \$325,000 for the construction and installation of the OUTFALL; and

WHEREAS, the CITY approved Ordinance 2005-36 Annexing Property and Approving an Annexation Agreement, pursuant to which it entered into an Annexation Agreement dated April 26, 2005, filed for record in the office of the Kendall County Recorder on December 1, 2005, as document # 200500037333 (hereinafter, "ANNEXATION AGREEMENT"), with CENTEX as "DEVELOPER" and other parties as "OWNERS" (the ANNEXATION AGREEMENT is included in this AGREEMENT by this reference as if attached hereto); and

WHEREAS, the ANNEXATION AGREEMENT requires, among other provisions, that the DEVELOPER contribute the PROPERTY to the CITY at the time DEVELOPER becomes the owner of the PROPERTY and, at the CITY'S request, to provide an easement for construction and operation of the FACILITY prior to the time the DEVELOPER becomes the owner of the Property, all as described in the ANNEXATION AGREEMENT; and

WHEREAS, the CITY has requested and CENTEX has obtained and delivered to the CITY an easement over the portion of the Property described in attached Exhibit "C" (hereinafter, "MESIROW EASEMENT"), which is the portion of the Property necessary to complete "Phase One" of the FACILITY ("Phase One" is depicted on Exhibit "B"); and

WHEREAS, CENTEX has offered to make the contribution to the construction of the FACILITY and OUTFALL requested by the CITY in lieu of providing to the CITY an easement over the portion of the Property described in attached Exhibit "D."

NOW THEREFORE, in consideration of the mutual covenants, recitals and the mutual and reciprocal obligations hereinafter set forth the parties agree as follows:

1. The recitals herein contained are adopted herein and made an enforceable part of this AGREEMENT.
2. Within 30 days of demand by the CITY, CENTEX shall deposit \$325,000 ("OUTFALL FUNDS") in an escrow account to be established by the CITY. The OUTFALL FUNDS shall be used solely for the costs of engineering, constructing, and installing the OUTFALL pursuant to the OUTFALL CONSTRUCTION DESIGNS. Any amounts remaining after design, construction and installation of the OUTFALL by the CITY shall be returned to CENTEX.
3. CITY agrees to enter into written agreements for recapture of CENTEX's contribution of OUTFALL FUNDS from any property owner purchasing use of (or otherwise using) the FACILITY or connecting to the OUTFALL, with the exception of the "Suen Property," which is the property identified with PIN #0217226010 by the Kendall County Assessor's office. The recapture agreement must be in form and substance acceptable to the CITY and CENTEX and approved by the City Council.
4. The CITY agrees to consider as satisfied the requirements of Paragraph 10 of the ANNEXATION AGREEMENT, which called for CENTEX to provide easements over the parcels described in Exhibits "C" and "D". However, nothing contained herein shall be construed to modify the obligations of the DEVELOPER to

convey title to the land designated for the FACILITY to the CITY pursuant to the terms of the ANNEXATION AGREEMENT if DEVELOPER becomes the owner of that land.

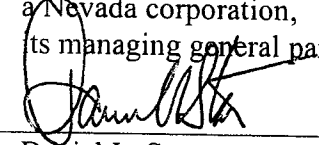
5. CENTEX agrees to construct, at CENTEX's sole cost, a temporary storm water conveyance route between the existing storm water culvert crossing at Galena Road to the western portion of the Regional Detention Basin identified as "Phase One", such route to be in the approximate location shown Exhibit "B". The CITY hereby grants to CENTEX the right to construct the temporary storm water conveyance route within the area covered by the MESIROW EASEMENT, pursuant to the plans provided to and approved by the CITY.
6. INTEGRATION: This AGREEMENT shall not be claimed enforceable by or to any party thereto unless completed in writing and executed by representatives of each party hereto.
7. Severability Clause: In the event any portion of this AGREEMENT is deemed to be unenforceable by any court of competent jurisdiction, the remaining portions thereof shall be enforceable between the parties hereto.
8. This AGREEMENT shall be binding upon the successor, heirs and assigns of each party hereto.

IN WITNESS WHEREOF the parties have executed this AGREEMENT this
26 day of DECEMBER 2007⁶.

UNITED CITY OF YORKVILLE

CENTEX HOMES,
a Nevada general partnership
By: Centex Real Estate Corporation,
a Nevada corporation,
its managing general partner

By: 
Mayor

By: 
Daniel L. Star
Illinois Division President

ATTEST:


DEPUTY City Clerk

ATTEST:

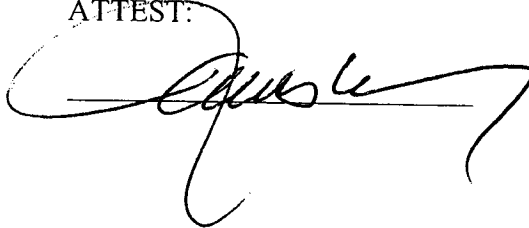
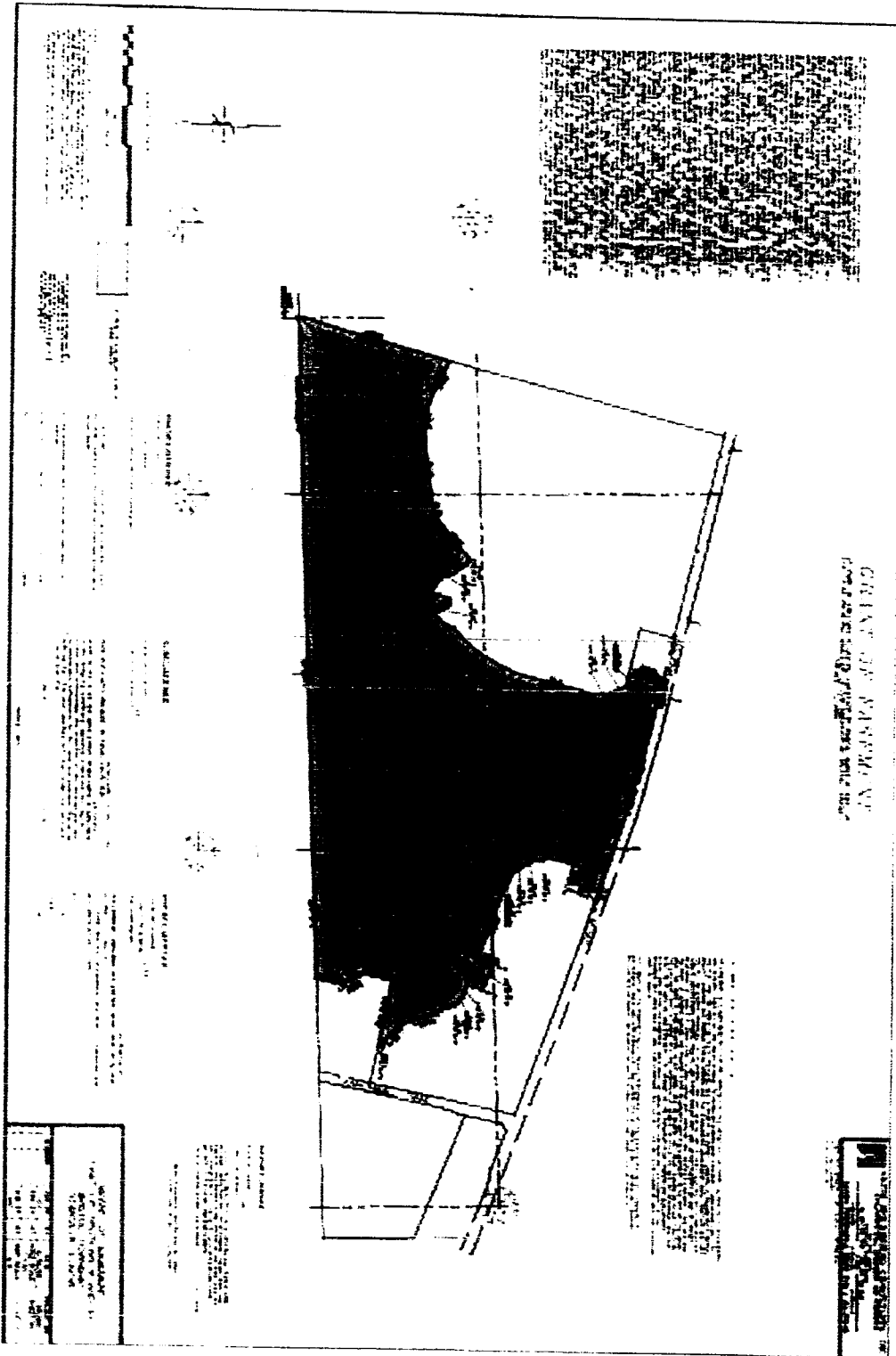


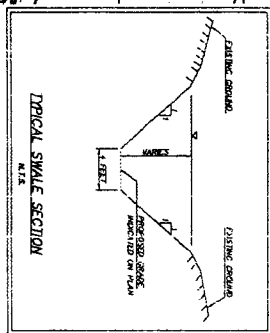
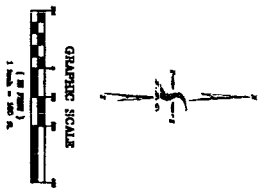
Exhibit A

[Legal description is the totality of Parcels 1, 2 & 3,
described in Exhibits C & D herein]





PROJECT NO.	100-10000	SHEET NO.	1
DATE	10/1/80	SCALE	AS SHOWN
BY	J.M.	CHECKED BY	J.M.
APPROVED BY	J.M.	DATE	10/1/80
BRISTOL BAY YORKVILLE, ILLINOIS SOUTHERN SWALE EXHIBIT			



SIG GROUP, INC.
 8000 Parkwood Drive, Suite 100
 Yorkville, Illinois 62458
 Phone: (618) 835-1100
 Fax: (618) 835-1101
 Telex: 980000 SIG G
 Cable: SIG GROUP INC
 Equal Opportunity Employer

SCHEDULE 1

GRANTOR PROPERTY

CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TO
LASALLE BANK, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE
PROVISIONS OF A TRUST AGREEMENT DATED APRIL 1, 2005 AND
KNOWN AS TRUST NUMBER 133368 LEGAL DESCRIPTION

THAT PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH,
RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF THE
SOUTH RIGHT OF WAY LINE OF GALENA ROAD, PER DOCUMENT NO. 145193 AS
RECORDED JUNE 5, 1964, DESCRIBED AS FOLLOWS: BEGINNING AT THE
SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 9;
THENCE SOUTH 89 DEGREES 03 MINUTES 32 SECONDS WEST, ALONG THE SOUTH
LINE OF SAID NORTHEAST QUARTER, 2651.78 FEET TO THE SOUTHWEST CORNER
OF SAID NORTHEAST QUARTER; THENCE NORTH 12 DEGREES 27 MINUTES 41
SECONDS EAST ALONG A LINE IF EXTENDED WOULD INTERSECT THE CENTER
LINE OF SAID GALENA ROAD 390.72 FEET SOUTHEASTERLY OF (AS MEASURED
ALONG SAID CENTER LINE) THE INTERSECTION OF SAID CENTER LINE WITH THE
WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9. 1706.73 FEET TO
THE SOUTHERLY RIGHT OF WAY LINE OF SAID GALENA ROAD; THENCE SOUTH
75 DEGREES 13 MINUTES 39 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY
LINE, 724.30 FEET; THENCE SOUTH 14 DEGREES 46 MINUTES 21 SECONDS WEST,
PERPENDICULAR WITH SAID SOUTH RIGHT OF WAY LINE, 270.00 FEET; THENCE
SOUTH 75 DEGREES 13 MINUTES 39 SECONDS EAST, PARALLEL WITH SAID SOUTH
RIGHT OF WAY LINE, 350.00 FEET; THENCE NORTH 14 DEGREES 46 MINUTES 21
SECONDS EAST, PERPENDICULAR WITH SAID SOUTH RIGHT OF WAY LINE, 270.00
FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE; THENCE SOUTH 75
DEGREES 13 MINUTES 39 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY
LINE, 143.77 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG
SAID SOUTH RIGHT OF WAY LINE, BEING ALONG A CURVE TO THE RIGHT WITH A
RADIUS OF 11,420.0 AND A CHORD BEARING OF SOUTH 72 DEGREES 18 MINUTES
28 SECONDS EAST, AN ARC LENGTH OF 1160.82 FEET TO A POINT ON THE EAST
LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9; THENCE SOUTH 00
DEGREES 00 MINUTES 23 SECONDS EAST, ALONG SAID EAST LINE, 959.76 FEET TO
THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY,
ILLINOIS, AND CONTAINING 74.61 ACRES OF LAND MORE OR LESS.

**CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TO
LASALLE BANK, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE
PROVISIONS OF A TRUST AGREEMENT DATED APRIL 1, 2005 AND
KNOWN AS TRUST NUMBER 133370 LEGAL DESCRIPTION**

THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9; ALSO THAT PART OF SAID SECTION 9, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, 14.28 CHAINS (942.48 FEET) FOR THE POINT OF BEGINNING; THENCE NORTH 14 DEGREES 50 MINUTES EAST 30.14 CHAINS (1989.24 FEET) TO THE CENTER LINE OF GALENA ROAD; THENCE SOUTH 75 DEGREES 15 MINUTES EAST ALONG SAID CENTER LINE 6.77 CHAINS (446.82 FEET) TO THE EAST LINE OF SAID NORTHWEST 1/4; THENCE SOUTH 75 DEGREES 15 MINUTES EAST ALONG THE CENTER LINE OF SAID GALENA ROAD 5.92 CHAINS (390.72 FEET); THENCE SOUTH 13 DEGREES 15 MINUTES WEST 26.50 CHAINS (1749.0 FEET) TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 20 CHAINS (1320 FEET) TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF SAID SOUTHWEST 1/4; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID SOUTHWEST 1/4 20.25 CHAINS (1336.5 FEET) TO A POINT 1 ROD (16.5 FEET) WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE NORTHEASTERLY TO THE POINT OF BEGINNING. (EXCEPT THE NORTH WESTERLY 40.00 FEET THEREOF FOR ROADWAY PURPOSES PER RECORD IN BOOK 136 PAGE 158) IN TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREA

PARCEL ONE LEGAL DESCRIPTION:

THAT PART OF THE SOUTH HALF OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE SOUTH 89 DEGREES 04 MINUTES 59 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER, 16.50 FEET; THENCE NORTH 16 DEGREES 42 MINUTES 16 SECONDS EAST, 1189.35 FEET; THENCE SOUTH 63 DEGREES 41 MINUTES 49 SECONDS EAST, 348.01 FEET; THENCE SOUTH 82 DEGREES 17 MINUTES 51 SECONDS EAST, 273.90 FEET; THENCE NORTH 83 DEGREES 48 MINUTES 54 SECONDS EAST, 457.38 FEET; THENCE NORTH 75 DEGREES 11 MINUTES 43 SECONDS EAST, 161.52 FEET; THENCE NORTH 50 DEGREES 48 MINUTES 52 SECONDS EAST, 370.95 FEET; THENCE SOUTH 41 DEGREES 27 MINUTES 17 SECONDS EAST, 98.93 FEET; THENCE SOUTH 34 DEGREES 31 MINUTES 25 SECONDS EAST, 75.55 FEET; THENCE SOUTH 17 DEGREES 55 MINUTES 18 SECONDS EAST, 81.80 FEET; THENCE SOUTH 52 DEGREES 51 MINUTES 49 SECONDS EAST, 138.17 FEET; THENCE NORTH 16 DEGREES 02 MINUTES 42 SECONDS EAST, 144.40 FEET; THENCE EASTERLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 66.00 FEET AND A CHORD BEARING OF NORTH 82 DEGREES 38 MINUTES 43 SECONDS EAST, AN ARC LENGTH OF 53.91 FEET; THENCE SOUTH 30 DEGREES 45 MINUTES 17 SECONDS EAST, 136.22 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 12 SECONDS EAST, 94.84 FEET; THENCE NORTH 26 DEGREES 54 MINUTES 04 SECONDS EAST, 80.71 FEET; THENCE NORTH 49 DEGREES 36 MINUTES 25 SECONDS EAST, 77.74 FEET; THENCE NORTH 43 DEGREES 43 MINUTES 50 SECONDS EAST, 166.02 FEET; THENCE NORTH 32 DEGREES 29 MINUTES 54 SECONDS EAST, 64.38 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 89 DEGREES 03 MINUTES 33 SECONDS EAST, ALONG SAID NORTH LINE, 126.92 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE SOUTH 00 DEGREES 08 MINUTES 06 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER, 1325.50 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 01 MINUTES 11 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER, 1328.38 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 04 MINUTES 59 SECONDS WEST, 1326.54 FEET TO THE POINT OF BEGINNING, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

PARCEL TWO LEGAL DESCRIPTION:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 9; THENCE SOUTH 89 DEGREES 03 MINUTES 33 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 1452.81 FEET; THENCE NORTH 32 DEGREES 29 MINUTES 54 SECONDS EAST, 101.64 FEET; THENCE NORTH 25 DEGREES 52 MINUTES 37 SECONDS EAST, 166.02 FEET; THENCE NORTH 14 DEGREES 38 MINUTES 41 SECONDS EAST, 626.51 FEET; THENCE NORTH 03 DEGREES 27 MINUTES 29 SECONDS WEST, 125.14 FEET; THENCE NORTH 23 DEGREES 51 MINUTES 54 SECONDS WEST, 135.11 FEET; THENCE NORTH 75 DEGREES 13 MINUTES 39 SECONDS WEST, 86.69 FEET; THENCE NORTH 14 DEGREES 46 MINUTES 21 SECONDS EAST, 270.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF GALENA ROAD; THENCE SOUTH 75 DEGREES 13 MINUTES 39 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 144.21 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, BEING ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 11420.00 FEET AND A CHORD BEARING OF SOUTH 72 DEGREES 18 MINUTES 48 SECONDS EAST, AN ARC LENGTH OF 1160.34 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 00 MINUTES 23 SECONDS WEST, ALONG SAID EAST LINE, 1002.45 FEET TO THE POINT OF BEGINNING, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

GRANT OF EASEMENT Parcels One & Two

TO THE STATE OF OHIO, IN THE COUNTY OF CUYAHOGA, IN THE CITY OF CLEVELAND, IN THE TRACT OF LAND KNOWN AS 'PARCels ONE & TWO' OF THE 'SUNBELT TRACT', AS SHOWN ON THE PLAT OF THE 'SUNBELT TRACT' AS THE SAME APPEARS ON THE RECORDS OF THE COUNTY OF CUYAHOGA, OHIO, BEING BOOK 123, PAGE 456.

WHEREAS the grantor herein is the owner of the above described tract of land and has the right to grant an easement thereon and

WHEREAS the grantee herein is a duly organized corporation and is entitled to use and enjoy the above described tract of land for the purpose herein stated and

WHEREAS the grantor herein desires to grant to the grantee herein an easement in and to the above described tract of land for the purpose herein stated and

WHEREAS the grantee herein desires to accept of the grantor herein the easement herein granted and

WHEREAS the grantor herein has caused this instrument to be signed by himself and attested by the proper officers of the State of Ohio and

WHEREAS the grantee herein has caused this instrument to be signed by its duly authorized officers and attested by its proper officers and

WHEREAS the grantor herein has caused this instrument to be recorded in the public records of the County of Cuyahoga, Ohio, in accordance with the provisions of the laws of the State of Ohio and

WHEREAS the grantee herein has caused this instrument to be recorded in the public records of the County of Cuyahoga, Ohio, in accordance with the provisions of the laws of the State of Ohio and

WHEREAS the grantor herein has caused this instrument to be signed by himself and attested by the proper officers of the State of Ohio and

WHEREAS the grantee herein has caused this instrument to be signed by its duly authorized officers and attested by its proper officers and

WHEREAS the grantor herein has caused this instrument to be recorded in the public records of the County of Cuyahoga, Ohio, in accordance with the provisions of the laws of the State of Ohio and

WHEREAS the grantee herein has caused this instrument to be recorded in the public records of the County of Cuyahoga, Ohio, in accordance with the provisions of the laws of the State of Ohio and

IN WITNESS WHEREOF, the grantor herein has hereunto set his hand and seal of office this 12th day of January, 1925, at the City of Cleveland, Ohio.

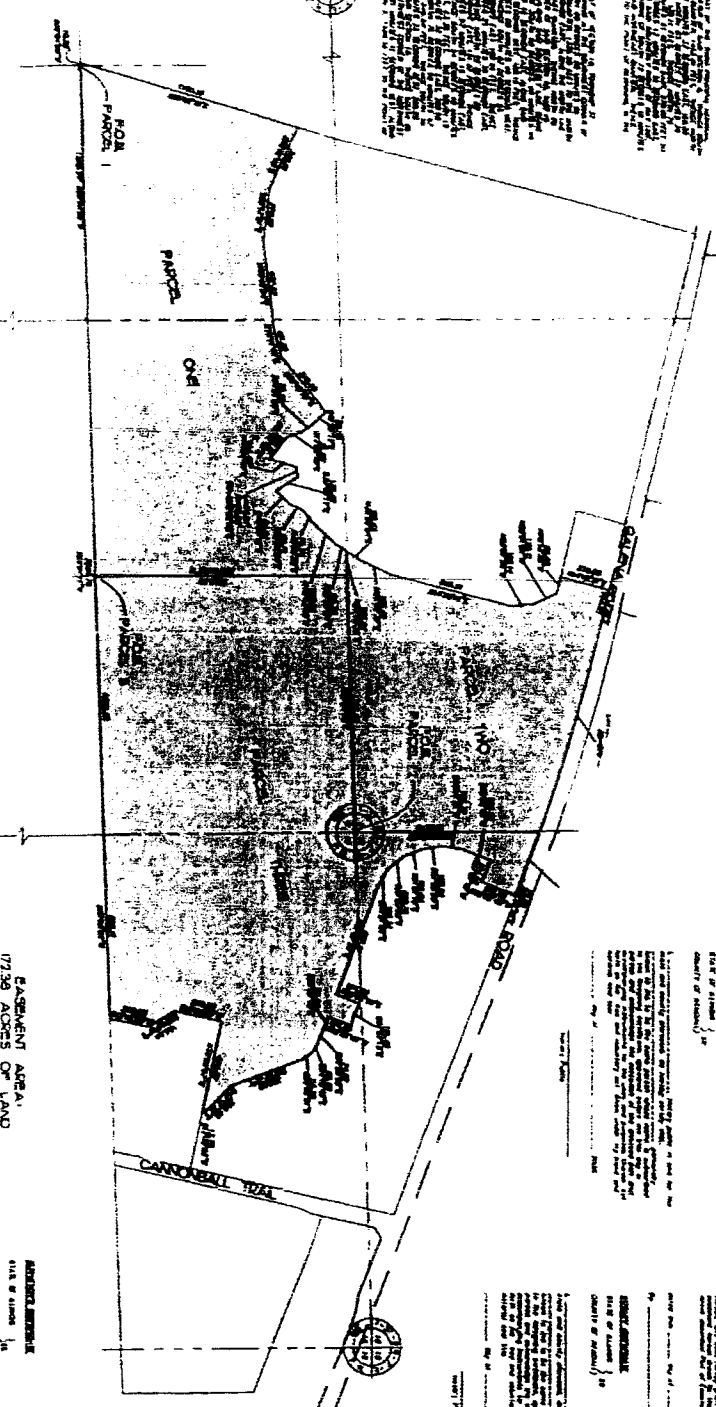
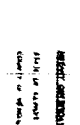
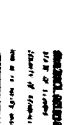
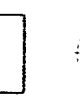
JOHN J. [Name],
County Auditor

IN WITNESS WHEREOF, the grantee herein has hereunto set its hand and seal of office this 12th day of January, 1925, at the City of Cleveland, Ohio.

[Name],
President

IN WITNESS WHEREOF, the grantor herein has hereunto set his hand and seal of office this 12th day of January, 1925, at the City of Cleveland, Ohio.

JOHN J. [Name],
County Auditor



EASEMENT AREA
17.36 ACRES OF LAND
MORE OR LESS

GENERAL REMARKS
The area shown on this plan is the area of the easement granted to the grantee herein. The area is more or less as shown on this plan.

GENERAL REMARKS
The area shown on this plan is the area of the easement granted to the grantee herein. The area is more or less as shown on this plan.

GENERAL REMARKS
The area shown on this plan is the area of the easement granted to the grantee herein. The area is more or less as shown on this plan.

GENERAL REMARKS
The area shown on this plan is the area of the easement granted to the grantee herein. The area is more or less as shown on this plan.

**GRANT OF EASEMENT
PART OF SECTIONS 9 AND 10
BIRTON, TOWNSHIP
YOAKVILLE LINES**

SECTION	TOWNSHIP	RANGE	COUNTY	STATE
9	BIRTON	10	CUYAHOGA	OHIO
10	BIRTON	10	CUYAHOGA	OHIO

SMITH ENGINEERING CONSULTANTS, INC.
1000 BROADVIEW AVENUE
CLEVELAND, OHIO 44115
Telephone 521-1234

Exhibit D

SCHEDULE 1

GRANTOR PROPERTY

PARCEL ONE:

THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

PARCEL TWO:

THAT PART OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 10; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 35.18 CHAINS TO THE CENTER LINE OF THE BLACKBERRY AND LITTLE ROCK ROAD; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SAID SECTION; THENCE CONTINUING SOUTHEASTERLY ALONG SAID CENTER LINE 3.81 CHAINS; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST 1/4 17.23 CHAINS TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SAID SECTION; THENCE WEST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING;

EXCEPTION 1:

EXCEPT THAT PART DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 10; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 2327.17 FEET TO THE CENTERLINE OF GALENA ROAD (FORMERLY KNOWN AS BLACKBERRY AND LITTLE ROCK ROAD); THENCE SOUTHEASTERLY ALONG SAID CENTERLINE TO THE NORTHERLY EXTENSION OF THE EAST LINE OF CANNONBALL TRAIL PER DOCUMENT NUMBER 99886 FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID CENTERLINE, TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE CONTINUING SOUTHEASTERLY ALONG SAID CENTERLINE, 251.46 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST 1/4, TO A LINE PARALLEL WITH AND 385.00 FEET SOUTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF GALENA ROAD; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE TO THE EASTERLY LINE OF CANNONBALL TRAIL PER DOCUMENT NUMBER 99886; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE AND THE NORTHEASTERLY EXTENSION THEREOF, TO THE POINT OF BEGINNING;

EXCEPTION 2:

AND ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 87 DEGREES 52 MINUTES 17 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 955.11 FEET TO THE POINT OF BEGINNING; THENCE NORTH 11 DEGREES 31 MINUTES 50 SECONDS EAST, 205.80 FEET; THENCE NORTH 31 DEGREES 45 MINUTES 02 SECONDS WEST, 163.94 FEET; THENCE NORTH 11 DEGREES 57 MINUTES 34 SECONDS EAST, 246.59 FEET; THENCE SOUTH 78 DEGREES 02 MINUTES 32 SECONDS EAST, 775.57 FEET TO THE WESTERLY LINE OF CANNONBALL TRAIL PER DOCUMENT NUMBER 99886; THENCE SOUTH 11 DEGREES 31 MINUTES 50 SECONDS WEST ALONG SAID WESTERLY LINE, 404.33 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE SOUTH 87 DEGREES 52 MINUTES 17 SECONDS WEST, 684.36 FEET TO THE POINT OF BEGINNING.

EXCEPTION 3

AND ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS.

THAT PART OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF LANDS CONVEYED TO JERRY W. RIDER BY WARRANTY DEED DATED OCTOBER 15, 1911 RECORDED AS DOCUMENT 887135 WITH A LINE THAT IS 35 FEET SOUTHERLY AND) PARALLEL WITH THE CENTERLINE OF GALENA ROAD; THENCE SOUTH 01 DEGREES 14 MINUTES 59 SECONDS EAST, 380.07 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 14 MINUTES 59 SECONDS EAST, 686.83 FEET ALONG SAID WEST LINE; THENCE SOUTH 87 DEGREES 52 MINUTES 17 SECONDS WEST, 1179.64 FEET TO A LINE THAT IS 35 FEET EASTERLY AND PARALLEL WITH THE CENTERLINE OF CANNONBALL TRAIL; THENCE NORTH 11 DEGREES 32 MINUTES 00 SECONDS EAST, 1120.36 FEET ALONG SAID PARALLEL LINE; THENCE SOUTH 68 DEGREES 39 MINUTES 22 EAST, 1009.05 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREA

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 9, AND THAT PART OF THE WEST HALF OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 00 DEGREES 08 MINUTES 06 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER, 1325.50 FEET TO THE NORTH LINE OF THE SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 03 MINUTES 33 SECONDS EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 1325.89 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 00 MINUTES 23 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, 1002.45 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF GALENA ROAD; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE, BEING ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 11420.00 FEET AND A CHORD BEARING OF SOUTH 68 DEGREES 40 MINUTES 49 SECONDS EAST, AN ARC LENGTH OF 287.95 FEET; THENCE SOUTH 67 DEGREES 57 MINUTES 15 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 73.98 FEET; THENCE SOUTH 22 DEGREES 02 MINUTES 45 SECONDS WEST, 188.19 FEET; THENCE NORTH 67 DEGREES 57 MINUTES 15 SECONDS WEST, 124.00 FEET; THENCE SOUTH 22 DEGREES 02 MINUTES 45 SECONDS WEST, 156.53 FEET; THENCE SOUTH 08 DEGREES 47 MINUTES 21 SECONDS WEST, 103.70 FEET; THENCE SOUTH 07 DEGREES 55 MINUTES 29 SECONDS EAST, 102.94 FEET; THENCE SOUTH 21 DEGREES 01 MINUTES 10 SECONDS EAST, 102.94 FEET; THENCE SOUTH 37 DEGREES 33 MINUTES 02 SECONDS EAST, 103.76 FEET; THENCE SOUTH 59 DEGREES 21 MINUTES 35 SECONDS EAST, 103.34 FEET; THENCE SOUTH 67 DEGREES 57 MINUTES 15 SECONDS EAST, 607.11 FEET; THENCE NORTH 22 DEGREES 02 MINUTES 45 SECONDS EAST, 124.00 FEET; THENCE SOUTH 67 DEGREES 57 MINUTES 15 SECONDS EAST, 121.42 FEET; THENCE SOUTH 22 DEGREES 02 MINUTES 45 SECONDS WEST, 124.00 FEET; THENCE SOUTH 67 DEGREES 57 MINUTES 15 SECONDS EAST, 75.00 FEET; THENCE SOUTH 67 DEGREES 56 MINUTES 52 SECONDS EAST, 74.67 FEET; THENCE SOUTH 54 DEGREES 48 MINUTES 46 SECONDS EAST, 62.00 FEET; THENCE SOUTH 29 DEGREES 42 MINUTES 01 SECONDS EAST, 63.35 FEET; THENCE SOUTH 19 DEGREES 52 MINUTES 58 SECONDS EAST, 393.83 FEET; THENCE SOUTH 42 DEGREES 12 MINUTES 32 SECONDS EAST, 202.95 FEET; THENCE SOUTH 13 DEGREES 09 MINUTES 03 SECONDS WEST, 13.75 FEET; THENCE NORTH 76 DEGREES 50 MINUTES 57 SECONDS WEST, 477.07 FEET; THENCE SOUTH 13 DEGREES 09 MINUTES 09 SECONDS WEST, 246.59 FEET; THENCE SOUTH 30 DEGREES 33 MINUTES 27 SECONDS EAST, 163.94 FEET; THENCE SOUTH 12 DEGREES 43 MINUTES 25 SECONDS WEST, 205.80 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE SOUTH 89 DEGREES 03 MINUTES 52 SECONDS WEST, ALONG SAID SOUTH LINE, 955.11 FEET TO THE

SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10: THENCE SOUTH 89 DEGREES 01 MINUTES 11 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9, 1328.38 FEET TO THE POINT OF BEGINNING, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

GRANT OF EASEMENT

Parcel 3

TO THE THIRD PARTIES HERETO, IN FULL PAYMENT OF THE TAXES AND COSTS INCURRED BY THE DONOR IN CONNECTION WITH THE GRANT OF THIS EASEMENT.

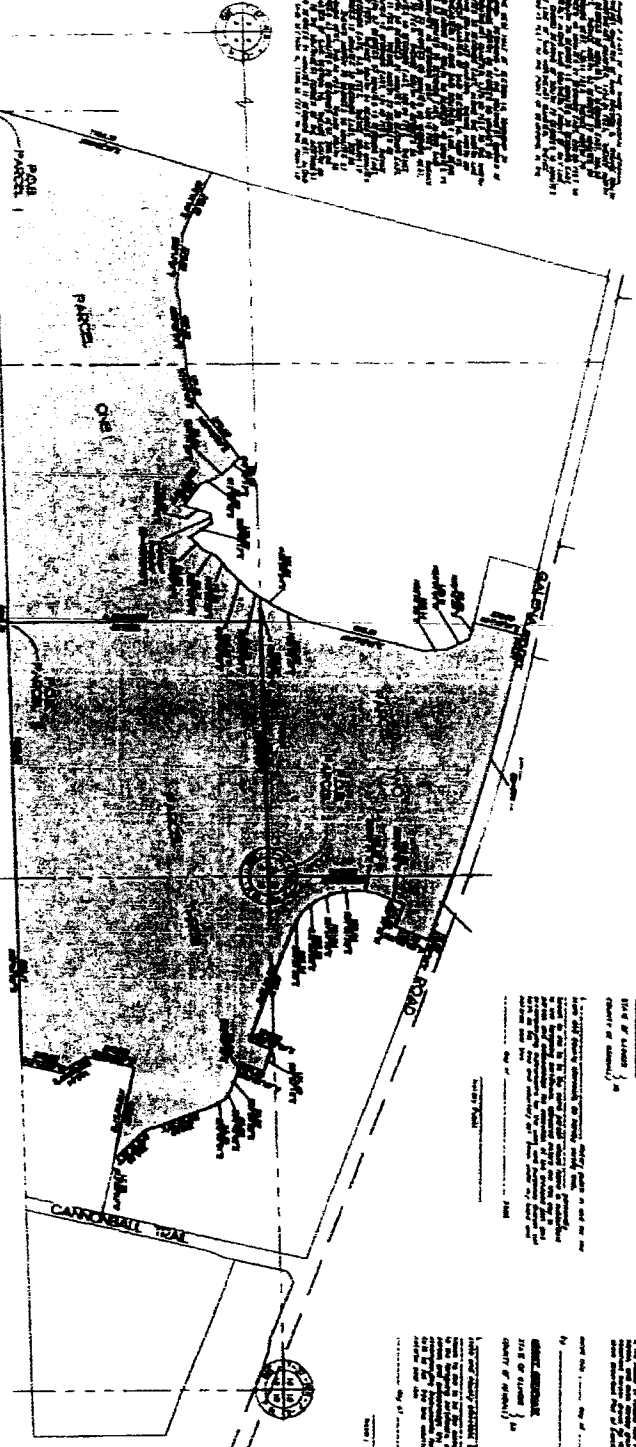
SMITH ENGINEERING CONSULTANTS, INC.
 1000 ...
 ...
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THIS GRANT OF EASEMENT IS MADE BY THE DONOR TO THE GRANTEE FOR THE PURPOSES OF THE ...
 ...
 ...

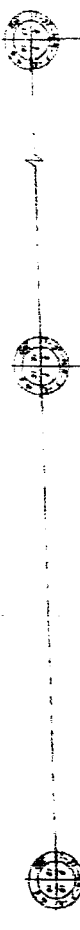
THE GRANTEE HEREBY AGREES TO HOLD THE EASEMENT GRANTED HEREIN IN TRUST FOR THE GRANTEE'S ...
 ...
 ...

THE GRANTEE HEREBY AGREES TO HOLD THE EASEMENT GRANTED HEREIN IN TRUST FOR THE GRANTEE'S ...
 ...
 ...

IN WITNESS WHEREOF, THE DONOR AND GRANTEE HAVE HEREUNTO SIGNED THESE GRANT OF EASEMENT ...
 ...
 ...



EASEMENT AREA
 173.28 ACRES OF LAND
 MORE OR LESS



GRAPHIC SCALE
 1 inch = 100 feet
 1 centimeter = 3.28 feet

GRANTOR'S INTEREST
 STATE OF ILLINOIS
 COUNTY OF ...

GRANTEE'S INTEREST
 STATE OF ILLINOIS
 COUNTY OF ...

GRANTEE'S INTEREST
 STATE OF ILLINOIS
 COUNTY OF ...

SECTION	TOWNSHIP	RANGE	ACRES	DATE	REMARKS
...
...

GRANT OF EASEMENT
 PART OF SECTIONS 9 AND 10
 RANGE 10N, TOWNSHIP 35N,
 YORKVILLE TOWNSHIP
 YORKVILLE TOWNSHIP