

VILLAGE OF GILBERTS

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF REAL PROPERTY FOR THE VILLAGE'S MUNICIPAL WATERWORKS SYSTEM

WHEREAS, on October 31, 2005, the Village of Gilberts Board of Trustees approved an Annexation and Development Agreement between the Village of Gilberts and the owners of approximately 1,114 acres of land as described in the original Annexation Agreement ("**Annexation Agreement**") for the development of 1,114 acres known as the Conservancy ("**Conservancy**"), which Agreement was recorded on January 9, 2006, with the Kane County Recorder's Office, as Document No. 2006K002188; and

WHEREAS, Gilberts Development LLC ("**Gilberts Development**"), is the successor-in-interest to a portion of the Conservancy consisting of 914.02 acres ("**Gilberts Development Parcel**"); and

WHEREAS, on January 31, 2017, the Village of Gilberts Board of Trustees approved the First Amendment to the Annexation Agreement for the Gilberts Development Parcel, which Agreement was recorded on February 3, 2017, with the Kane County Recorder's Office, as Document No. 2017K006674 ("**First Amendment**"); and

WHEREAS, Section 9(D) of the First Amendment requires Gilberts Development to dedicate to the Village that certain property located on Galligan Road containing a Village water tower, which property is legally described in *Exhibit A* attached hereto (the "**Property**"); and

WHEREAS, the Municipal Code authorizes the Village to acquire by gift, legacy, or grant any real estate for corporate purposes or any other purpose authorized by the Municipal Code (65 ILCS 5/2-3-8, 65 ILCS 5/11-61-1.5); and

WHEREAS, the Municipal Code authorizes the Village to acquire and hold property for the purpose of establishing or supplying municipal waterworks systems (65 ILCS 5/11-125-2); and

WHEREAS, the water tower on the Property is part of the Village's municipal waterworks system; and

WHEREAS, the Corporate Authorities of the Village hereby find that it is necessary and appropriate for the Village to acquire, use and occupy the Property, including the water tower, for corporate purposes, including for the operation of the Village's municipal waterworks system, and desire to accept the conveyance of the Property from Gilberts Development pursuant to the terms of the First Amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, KANE COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS The recitals set forth above are incorporated into Section 1 as set forth herein.

SECTION 2. APPROVAL; AUTHORIZATION

- A. Conveyance of the Property. The conveyance of the Property from Gilberts Development to the Village pursuant to the Warranty Deed attached hereto as **Exhibit B** is hereby approved.
- B. Approval of Tax Payment Agreement. The Tax Payment Agreement between Gilberts Development and the Village attached hereto as **Exhibit C**, which provides for the payment of the 2019 property taxes assessed against the Property, is hereby approved.
- C. Bill of Sale. The Bill of Sale from Gilberts Development to the Village for the water tower and other equipment on the Property attached hereto as **Exhibit D** is hereby approved.
- D. Authorization. The Village President and the Village Clerk are hereby authorized and directed to accept and to execute and attest to any and all documents necessary to consummate the conveyance of the Property from Gilberts Development to the Village.

SECTION 3. SEVERABILITY. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect. If any part of this Ordinance is found to be invalid in any one or more of its several applications, all valid applications shall remain in effect.

SECTION 4. REPEAL AND SAVINGS CLAUSE. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however that nothing in this Ordinance shall affect any rights, actions, or causes of action which shall have accrued to the Village of Gilberts prior to the effective date of this Ordinance.

SECTION 5. EFFECTIVE DATE. This Ordinance shall only be effective upon the passage, approval, and publication in the manner required by law.

PASSED BY THE BOARD OF TRUSTEES this 18 day of June, 2019 by roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Dan Corbett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Elissa Kojzarek	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Nancy Farrell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Jeanne Allen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Lou Hacker	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Guy Zambetti	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
President Rick Zirk	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

APPROVED THIS 18 DAY OF June, 2019



Rick Zirk, Village President

ATTEST:

Courtney Baker, Village Clerk

EXHIBIT A

Legal Description of the Property

PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 2, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 2: THENCE NORTH 00 DEGREES 04 MINUTES 41 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 230.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 45 SECONDS WEST ALONG A LINE 230.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 61.18 FEET TO THE WEST RIGHT- OF-WAY OF GALLIGAN ROAD AS DEDICATED AND WIDENED PER DOCUMENT 2007K034436 AND THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 59 MINUTES 45 SECONDS WEST ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 350.82 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 41 SECONDS EAST ALONG A LINE PARALLEL WITH AND 412.00 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 350.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 45 SECONDS EAST ALONG A LINE PARALLEL WITH AND 580.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 350.14 FEET TO THE WEST RIGHT-OF-WAY OF SAID GALLIGAN ROAD; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY BEING A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 343,715.00 FEET SUBTENDING A CHORD BEARING SOUTH 00 DEGREES 17 MINUTES 37 SECONDS WEST, AN ARC DISTANCE OF 127.02 FEET TO A TANGENT LINE; THENCE SOUTH 00 DEGREES 13 MINUTES 06 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 222.98 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

CONTAINING 122,542 SQUARE FEET OR 2.813 ACRES MORE OR LESS

2019K026795

SANDY WEGMAN

RECORDER - KANE COUNTY, IL

RECORDED: 6/25/2019 3:00 PM

REC FEE: 53.00 RHSPS: 9.00

PAGES: 3

Prepared By & Mail To:

Joseph Giralamo
Law Offices of Joseph A. Giralamo
340 W. Butterfield Road #2D
Elmhurst, IL 60126

Tax Bills to:

The Village of Gilberts
87 Galligan Road
Gilberts, IL 60136

WARRANTY DEED

For and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, GILBERTS DEVELOPMENT LLC, a Delaware limited liability company ("Grantor"), whose mailing address is 340 West Butterfield Road, 2D, Elmhurst, IL 60126, CONVEYS and WARRANTS to THE VILLAGE OF GILBERTS, ("Grantee"), whose mailing address is 87 Galligan Road, Gilberts, IL 60136, the following described Real Estate, situated in the County of Kane, in the State of Illinois, to wit:

PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 2, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 2: THENCE NORTH 00 DEGREES 04 MINUTES 41 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 230.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 45 SECONDS WEST ALONG A LINE 230.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 61.18 FEET TO THE WEST RIGHT-OF-WAY OF GALLIGAN ROAD AS DEDICATED AND WIDENED PER DOCUMENT 2007K034436 AND THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 59 MINUTES 45 SECONDS WEST ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 350.82 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 41 SECONDS EAST ALONG A LINE PARALLEL WITH AND 412.00 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 350.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 45 SECONDS EAST ALONG A LINE PARALLEL WITH AND 580.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 350.14 FEET TO THE WEST RIGHT-OF-WAY OF SAID GALLIGAN ROAD; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY BEING A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 343,715.00 FEET SUBTENDING A CHORD BEARING SOUTH 00 DEGREES 17 MINUTES 37 SECONDS WEST, AN ARC DISTANCE OF 127.02 FEET TO A TANGENT LINE; THENCE SOUTH 00 DEGREES 13 MINUTES 06 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 222.98 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

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Subject to: (a) public and utility easements, rights of way and restrictions; (b) special governmental taxes or assessments for improvements not yet completed; (c) acts done by or suffered through Grantee; (d) general real estate taxes not yet due and payable as of the date hereof.

IN WITNESS WHEREOF, Grantor has caused this Warranty Deed to be executed as of the 18 day of June, 2019

GRANTOR:

GILBERTS DEVELOPMENT LLC,
a Delaware limited liability company

By: 
Troy Mertz, its Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

I, Jeanette Cardenas, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Troy Mertz, Manager of Gilberts Development LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument in his capacity as Manager, as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 14 day of June, 2019.




Notary Public

EXEMPT UNDER THE PROVISIONS OF PARAGRAPH (e) OF CHAPTER 35, SECTION 305/4 OF THE ILLINOIS REAL ESTATE TRANSFER TAX ACT.

DATED: 6-18-19

SIGNED: 



Sandy Wegman
 Kane County Recorder
 719 S. Batavia Ave., Bldg. C
 Geneva Il, 60134
 Phone: 630-232-5935
 Fax: 630-232-5945

PLAT ACT AFFIDAVIT OF METES AND BOUNDS

STATE OF ILLINOIS)
 COUNTY OF KANE) ss

I, Brian Bourdeau, Village Administrator of the Village of Gilberts, being duly sworn on oath, states that the office of the Village of Gilberts is located at 87 Galligan Road, Gilberts, Illinois, 60136.

And further states that: (please check the appropriate box)

- A. That the attached deed is not in violation of 765 ILCS 205/1(a), in that the sale or exchange is of an entire tract of land not being a part of a larger tract of land; or
 B. That the attached deed is not in violation of 765 ILCS 205/1(b) for one of the following reasons: (please circle the appropriate number)

1. The division or subdivision of land into parcels or tracts of 5.0 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than one (1) acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than two (2) parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;
9. The sale of a single lot of less than 5.0 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land;
10. This conveyance is of land described in the same manner as title was taken by grantor(s).

AFFIANT further states that ___he makes this affidavit for the purpose of inducing the Recorder of Deeds of Kane County, Illinois, to accept the attached deed for recording.

SUBSCRIBED AND SWORN TO BEFORE ME

This 24th day of June, 2019.

Claudia Russell

Signature of Notary Public

[Signature]

Signature of Affiant



TAX PAYMENT AGREEMENT

THIS TAX PAYMENT AGREEMENT (“Agreement”) is made this 18 day of June, 2019, by and between Gilberts Development LLC, a Delaware limited liability company (“Developer”), and the Village of Gilberts, an Illinois municipal corporation (“Village”) (collectively the “Parties”).

RECITALS

WHEREAS, Developer is the owner of that certain real property situated in the Village of Gilberts, Kane County, Illinois, specifically identified and legally described as follows (“Property”):

PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 2, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 2: THENCE NORTH 00 DEGREES 04 MINUTES 41 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 230.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 45 SECONDS WEST ALONG A LINE 230.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 61.18 FEET TO THE WEST RIGHT- OF-WAY OF GALLIGAN ROAD AS DEDICATED AND WIDENED PER DOCUMENT 2007K034436 AND THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 59 MINUTES 45 SECONDS WEST ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 350.82 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 41 SECONDS EAST ALONG A LINE PARALLEL WITH AND 412.00 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 350.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 45 SECONDS EAST ALONG A LINE PARALLEL WITH AND 580.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 350.14 FEET TO THE WEST RIGHT-OF-WAY OF SAID GALLIGAN ROAD; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY BEING A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 343,715.00 FEET SUBTENDING A CHORD BEARING SOUTH 00 DEGREES 17 MINUTES 37 SECONDS WEST, AN ARC DISTANCE OF 127.02 FEET TO A TANGENT LINE; THENCE SOUTH 00 DEGREES 13 MINUTES 06 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 222.98 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

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WHEREAS, Developer has agreed to convey the Property to the Village subject to the terms and conditions set forth in a previously executed Annexation Agreement between the Parties; and

WHEREAS, The Village is a governmental entity and will file an application with the appropriate agency to exempt the Property from all real estate taxes after the conveyance of the Property from Developer and

WHEREAS, Developer has agreed to pay that portion of the taxes assessed against the Property up to the date of the conveyance of the Property to the Village.

Agreement

1. *Recitals.* All above-stated recitals are incorporated by reference herein.

2. *Payment of Property Taxes.* Subject to the conditions herein, Developer shall pay, or successfully abate, any due and unpaid real estate taxes that are assessed against the Property for any period prior to the date of conveyance of the Property to the Village ("Prorated Tax Payment"). If the Village receives a bill for real estate taxes assessed against the Property for the period of Developer's ownership ("Tax Bill"), the Village shall notify Developer and provide a true and accurate copy of the Tax Bill. Developer shall be provided thirty (30) days ("Cure Period") to abate or void the assessed real estate taxes, which shall be evidenced by written confirmation from Kane County. If Developer does not provide written confirmation that the Tax Bill is abated or void within the Cure Period, Developer shall promptly pay the amount due, prorated to reflect the taxes assessed for the period of Developer's ownership of the Property, toward the amount of the Tax Bill either directly to the Kane County Treasurer, or to the Village, at the Village's sole discretion.

3. *Debt Owed to the Village.* Developer agrees that if it fails to abate, void, or pay a Tax Bill as required by this Tax Payment Agreement, the amount of that Tax Bill will constitute a debt due and owing to the Village. Pursuant to Section 1-4-2 of the Gilberts Village Code, Developer shall not be entitled to any privilege, license, permit, right, property rezoning or variance from the Village unless and until such debt owed by Developer is paid in full.

4. *Counterparts.* The Parties agree that this Agreement may be executed in multiple counterparts, which may be signed and delivered separately.

5. *Successors and Assigns.* This Agreement shall be binding on the heirs, administrators, executors, and assigns of the respective parties hereto.

6. *Severability:* The invalidity of any one or more phrases, sentences, clauses, or section contained in this Tax Payment Agreement shall not affect the remaining portions of this Tax Payment Agreement, or any part thereof.

7. *Notices:* Notifications required pursuant to this Tax Payment Agreement shall be made in writing and mailed to the contacts identified for the parties in the Warranty Deed for the conveyance of the Property from Developer to the Village. Such notification shall be deemed complete upon mailing. Notwithstanding the foregoing, the Parties hereby agree that all notices required under the Tax Payment Agreement shall be in writing and shall be deemed properly

served if sent via E-Mail if an E-Mail address has been furnished by the recipient party or the recipient party's attorney to the sending party. Notice shall be effective as of date and time of E-Mail transmission.

8. *Force and Effect.* This Agreement shall be in full force in effect immediately upon the later of the two dates of execution identified below the signature blocks below ("Effective Date").

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

DEVELOPER:

VILLAGE:

Gilberts Development LLC

The Village of Gilberts



Troy Mertz, its Manager

Rick Zirk, Village President

Date: _____

Date: 6-18-19

BILL OF SALE

Seller, Gilberts Development LLC, a Delaware limited liability company, in consideration of TEN AND NO/100 (\$10.00) DOLLARS, receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, warrant and set over to the Village of Gilberts, an Illinois municipal corporation, in Kane County, Illinois, the following public improvements and personal property:

The water tower, along with any and all associated equipment, structures, or other personal property currently located on the real property described in *Exhibit A* (collectively, the "**Property**").

Seller hereby represents and warrants to the Village of Gilberts that Seller is the absolute owner of said Property, that said Property is free and clear of all liens, charges and encumbrances, and that Seller has full right, power and authority to sell said Property and to make this Bill of Sale.

IN WITNESS WHEREOF, Seller has signed and sealed this Bill of Sale at 87 Galligan Road, Gilberts, Illinois, 60136, this 14 day of June, 2019.

By:  _____

Troy Mertz

Its: Owner

ATTEST:

By:  _____

Its: June 14, 2019 _____



(SEAL)

EXHIBIT A

Legal Description

PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 2, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 2: THENCE NORTH 00 DEGREES 04 MINUTES 41 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 230.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 45 SECONDS WEST ALONG A LINE 230.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 61.18 FEET TO THE WEST RIGHT- OF-WAY OF GALLIGAN ROAD AS DEDICATED AND WIDENED PER DOCUMENT 2007K034436 AND THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 59 MINUTES 45 SECONDS WEST ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 350.82 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 41 SECONDS EAST ALONG A LINE PARALLEL WITH AND 412.00 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 350.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 45 SECONDS EAST ALONG A LINE PARALLEL WITH AND 580.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 350.14 FEET TO THE WEST RIGHT-OF-WAY OF SAID GALLIGAN ROAD; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY BEING A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 343,715.00 FEET SUBTENDING A CHORD BEARING SOUTH 00 DEGREES 17 MINUTES 37 SECONDS WEST, AN ARC DISTANCE OF 127.02 FEET TO A TANGENT LINE; THENCE SOUTH 00 DEGREES 13 MINUTES 06 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 222.98 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

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