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SANDY WEGMAN
RECORDER - KANE COUNTY, IL

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**THIRD
AMENDMENT**

TO

**ANNEXATION AGREEMENT
(Dated April 14, 2005)**

Between

VILLAGE OF HAMPSHIRE

AND

HAMPSHIRE EAST LLC, an Illinois limited liability company

HAMPSHIRE WEST LLC, an Illinois limited liability company

Prepared by and Return to:

Mark Schuster
Bazos, Freeman, Schuster & Braithwaite LLC
1250 Larkin Avenue #100
Elgin, IL 60123

VILLAGE OF HAMPSHIRE
PO BOX 457
HAMPSHIRE, IL 60140

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sw

THIRD AMENDMENT TO ANNEXATION AGREEMENT

This THIRD AMENDMENT TO ANNEXATION AGREEMENT (referred to herein as the "Third Amendment") is made and entered into as of the 1 day of February, 2018 by and between the VILLAGE OF HAMPSHIRE, ILLINOIS, an Illinois municipal corporation (the "Village"), by and through its President and Board of Trustees (hereinafter referred to collectively as the "Corporate Authorities"), and HAMPSHIRE EAST LLC, an Illinois limited liability company, and HAMPSHIRE WEST, LLC, (sometimes referred to herein collectively as "Developer").

WITNESS:

WHEREAS, the Village and Developer are parties to that certain Annexation Agreement dated April 14, 2005 recorded in the Office of the Kane County Recorder as Document No. 2005K047722 (the "Original Agreement") which was amended by a First Amendment to Annexation Agreement dated May 14, 2007 by and between the Village, Developer and others recorded in the Office of the Kane County Recorder as Document No. 2007K072733 (the "First Amendment") and which was further amended by a Second Amendment to Annexation Agreement dated September 2, 2010 and recorded in the Office of the Kane County Recorder as Doc. No. 2010K058910 (the Original Annexation Agreement, as amended by the First Amendment and by the Second Amendment, is collectively referred to as the "Annexation Agreement"); and

WHEREAS, Developer owns the land described on Exhibit "A" attached hereto which is comprised of the lands in the community known as the Oakstead Community (herein referred to as the "Subject Property") which along with certain other lands was annexed to the Village pursuant to the Annexation Agreement; and

WHEREAS, Owner desires to establish an interim use on that portion of the Subject Property in the Oakstead Community described on Exhibit "B," attached hereto and incorporated herein by this reference, for a composting business / facility, on a temporary basis until such time as the Oakstead Community or portions thereof are developed with the Planned Residential Development described in the Annexation Agreement and Preliminary Development Plan previously approved by the Village; and

WHEREAS, §3.3 of the Annexation Agreement provides that interim uses be confined to the following:

The Village acknowledges that the current use of the Property is for agricultural purposes and that, notwithstanding any ordinance or law of the Village or any other provision of this Agreement, the Property may be used for agricultural purposes (including public or private nurseries) during the life of this Agreement and thereafter as permitted by law. Section 3.3.

WHEREAS, the Village and Developer desire to make this Third Amendment to the Annexation Agreement to amend, modify and change certain provisions of the Annexation Agreement, which additions, deletions and revisions are intended to be applicable to the Subject Property; and

WHEREAS, pursuant to the provisions of Section 11-15.1-1 et seq. and Section 7-1-1 et seq. of the Illinois Municipal Code, a proposed Third Amendment to Annexation Agreement was submitted to the Corporate Authorities for review and approval, and a public hearing was held thereon pursuant to notice and advertisement in the manner prescribed by law; and

WHEREAS, following said public hearing, the Corporate Authorities, after due and careful consideration, have concluded that the Third Amendment to Annexation Agreement will enhance and promote the general welfare and best interests of the Village; and

WHEREAS, the Corporate Authorities of the Village, after due deliberation, by ordinance duly enacted, have approved the execution and delivery of the Third Amendment to the Annexation

Agreement, and have directed the President and Clerk of the Village to execute the Third Amendment on behalf of the Village.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **INCORPORATION OF RECITALS.** The preceding recitals are hereby made a part of this Third Amendment.

2. **AUTHORITY.** This Third Amendment is made pursuant to and in accordance with the provisions of Section 11-15.1-1 et seq. and Section 7-1-1 et seq. of the Illinois Municipal Code.

3. **PROVISIONS TO BE AMENDED.** Section 3.3 of the Annexation Agreement shall be and is hereby deleted in its entirety and shall be and is replaced by the provision set forth below.

3.3 The Village acknowledges that the current use of the Property is for agricultural purposes and that, notwithstanding any ordinance or law of the Village or any other provision of this Agreement, the Property may be used for agricultural purposes (including public or private nurseries) during the life of this Agreement and thereafter as permitted by law; and furthermore, the portion of the Oakstead Community depicted on the attached Exhibit "B" to this Third Amendment to the Annexation Agreement may be used for a landscape waste composting facility defined as follows and subject to the conditions set forth in this Third Amendment:

A. Definitions:

COMPOST: A humus-like product derived from the process of composting.

COMPOSTING: An above-ground microbial process that converts organic waste to soil or mulch by decomposition of material through an aerobic process that requires adequate oxygen and moisture.

LANDSCAPE WASTE COMPOSTING FACILITY. An establishment for the composting of waste materials such as yard waste from care of lawns, shrubbery, vines and trees, pond weeds and water; and other waste items, including straw, livestock waste/livestock bedding; food scraps; and coffee grounds, not exceeding 40% of total volume, in accordance with applicable IEPA regulations. Commercially available ingredients specifically designed to speed up or enhance decomposition are allowed to be used at such a facility.

B. Conditions:

1. The Owner and/or Operator of the facility shall obtain all permits for the facility required by the Illinois Environmental Protection Agency.
2. The total area of land dedicated to such use shall be not more than 40 acres.

3. All elements of the facility shall be setback be not less than 25 feet from all property lines.
4. The facility shall be located with adequate access from an arterial roadway.
5. Said arterial roadway shall be kept free of dirt / mud at all times.
6. The facility shall accept only the materials included in the definition of "landscape waste composting facility" set out in this Third Amendment.
7. Operational personnel shall be present during all hours of commercial operation.
8. Hours of commercial operation shall be limited to:
 - Monday - Friday from 5:00 a.m. to 5:00 p.m., and
 - Saturday from 5:00 a.m. to 5:00 p.m.
 - Sunday – closed.

Provided also, there shall be no other business-related activities conducted outdoors later than two hours after close of commercial operations on any day.
9. Volume shall not exceed 160,000 cubic yards per year.
10. A gate shall be installed at the entrance to the facility (to bar access when closed).
11. Environmental testing shall be done to establish "base-lines" of conditions for: i) surface water; and ii) soil.
12. Before commencing operations, the Operator of the facility shall present to the Village for approval a plan/program for disposal of all composted material.
13. Before commencing operations, the Owner and/or Operator shall file with the Village a copy of the plan for closure of the facility according to requirements set forth by IEPA.
14. The following services shall be available to Village residents free of charge during Saturday hours of commercial operations only so long as the facility remains in operation: i) disposal of personal (not business) qualifying materials; and ii) picking up bulk compost products produced by the facility for personal use and based on availability.
15. Use of the prescribed portion of the Subject Property for the composing facility shall be allowed for an initial period of ten (10) years; and shall be subject to the following:
 - a) Such use may be terminated by the Village for breach of the conditions stated herein, upon written notice thereof from the Village to Owner and failure to cure within thirty (30) days thereafter;
 - b) Such use may be renewed at the option of Owner for successive one year periods, upon written notice of renewal from Owner to the Village not less than thirty (30) days prior to the end of the then-current term.
 - c) Such use may be closed at any time by the Owner, in accordance with the closure plan approved by IEPA.
 - d) Such use may be terminated at any time by agreement of the parties.
16. There shall be allowed two business signs on the premises, as follows: i) a ground sign meeting the requirements of §6-12-4(C) of the Village Code; and ii) a wall sign, including public notice language required by IEPA, meeting the requirements of §6-12-4(B)
17. The Owner shall provide no fewer than ten (10) parking spaces on the premises meeting the requirements for off-street parking set out in §6-11-2 et seq. of the Village Code.
18. The Owner/Operator shall obtain site plan approval and all applicable permits before commencing construction of any improvements on the portion of the Property described on Exhibit B.
19. Notwithstanding anything to the contrary contained in §13.14 of the Original Agreement, the interim use described in this Third Amendment may continue beyond the term of the Original Agreement in accordance with the requirements of §3.3(B)(15)

herein. Provided, further, nothing in this Third Amendment shall be deemed to have extended the term of any other provision of the Original Agreement without further action by the parties.

4. NOTICES. Any notice required pursuant to the provisions of the Annexation Agreement and this Third Amendment shall be in writing and be hand delivered or sent by certified mail return receipt requested, postage prepaid or by Federal Express or similar overnight courier service for delivery on the next business day to the following respective addresses until notice of change of address is given, and shall be deemed received, if hand delivered, when so delivered, or, if mailed by certified mail, on the fifth business day following deposit in the U.S. Mail or if sent by overnight courier on the next business day after delivery to such courier.

If to Developer: Hampshire East LLC
Hampshire West LLC
c/o Crown Community Development
1751 A West Diehl Road
Naperville, Illinois 60563-4913
Attn: Mr. Dan Olsen

With copies to: Gould & Ratner
222 North LaSalle Street
Suite 800
Chicago, Illinois 60601
Attn: Mr. John H. Mays

If to Village Village of Hampshire
234 South State Street
Hampshire, Illinois 60140
Attn: Village Clerk

With copies to: Bazos, Freeman, Schuster & Braithwaite, LLC
1250 Larkin Avenue
Suite 100
Elgin, Illinois 60123
Attn: Mr. Mark Schuster

5. MISCELLANEOUS PROVISIONS.

5.1 This Third Amendment may be executed in several counterparts, all of which shall be an original and all of which shall constitute but one and the same agreement.

With copies to:-

Bazos, Freeman, Schuster & Braithwaite, LLC
1250 Larkin Avenue
Suite 100
Elgin, Illinois 60123
Attn: Mr. Mark Schuster

5. MISCELLANEOUS PROVISIONS.

5.1 This Third Amendment may be executed in several counterparts, all of which shall be an original and all of which shall constitute but one and the same agreement.

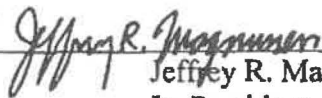
5.2 Terms not specifically defined in this Third Amendment shall have the meanings attributed to them in the Annexation Agreement.

5.3 This Third Amendment sets forth all agreements, understandings, and covenants between and among the parties. This Third Amendment supersedes any and all other prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire agreement and understanding of the parties with respect to the provisions of the Annexation Agreement added, deleted and revised by this Third Amendment.

5.4 Except as modified by this Third Amendment, the terms and provisions of the Annexation Agreement, as amended by the First Amendment to the Annexation Agreement, and as amended by the Second Amendment to the Annexation Agreement, shall remain in full force and effect. In the event of a conflict between a provision of this Third Amendment and a provision in the any of said other documents the provision in this Third Amendment shall govern and control.

**VILLAGE OF HAMPSHIRE, an Illinois
municipal corporation**

By: _____


Jeffrey R. Magnussen
Its President

ATTEST:

By: Linda Vasquez
Linda Vasquez
Village Clerk



Unofficial

HAMPSHIRE EAST LLC, an Illinois limited liability company

By: 
Name: Marvin Bailey
Title: Authorized Signatory

HAMPSHIRE WEST LLC, an Illinois limited liability company

By: 
Name: Marvin Bailey
Title: Authorized Signatory

Unofficial

Schedule of Exhibits

EXHIBIT "A" Description of the Property known as "Oakstead Community,"
being a part of the territory included in the Original Agreement,
and excluding that portion conveyed away in 2017.

EXHIBIT "B" Description of the portion of the Subject Property in the
Oakstead Community to be utilized for a landscape waste
composting facility

Unofficial

EXHIBIT "A"

Description of the Property known as "Oakstead Community," (being a part of the territory included in the Original Agreement, and excluding that portion conveyed away in 2017).

TRACT "A" DESCRIPTION

THAT PART OF SECTIONS 13 AND 24, IN TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF SECTIONS 18 AND 19, IN TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 24 AS MONUMENTED PER DOCUMENT 2002K037383; THENCE NORTH 00 DEGREES 11 MINUTES 49 SECONDS WEST, 2137.29 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHERLY ALONG SAID WEST LINE, 517.37 FEET ; THENCE NORTH 89 DEGREES 30 MINUTES 25 SECONDS EAST, 2624.83 FEET TO THE EAST LINE OF SAID SECTION 24; THENCE NORTH 00 DEGREES 07 MINUTES 46 SECONDS WEST ALONG SAID EAST LINE, 2632.74 FEET TO THE NORTHWEST CORNER OF SAID SECTION 19; THENCE NORTH 00 DEGREES 07 MINUTES 04 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 18 A DISTANCE OF 3.28 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH 89 DEGREES 31 MINUTES 17 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13 A DISTANCE OF 1313.96 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE NORTH 00 DEGREES 02 MINUTES 35 SECONDS WEST ALONG SAID WEST LINE, 1317.31 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE SOUTH 89 DEGREES 30 MINUTES 53 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 13 A DISTANCE OF 440.08 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 54 SECONDS EAST, 500.00 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 53 SECONDS WEST, 872.16 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE NORTH 00 DEGREES 01 MINUTES 54 SECONDS EAST ALONG SAID WEST LINE, 817.17 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE NORTH 89 DEGREES 30 MINUTES 28 SECONDS EAST ALONG SAID NORTH LINE, 2024.71 FEET TO A LINE DRAWN 596.32 FEET WEST AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE NORTH 00 DEGREES 07 MINUTES 04 SECONDS WEST ALONG SAID PARALLEL LINE, 1474.53 FEET TO THE CENTERLINE OF BIG TIMBER ROAD (THE FOLLOWING TWO COURSES ARE ALONG THE CENTERLINE OF BIG TIMBER ROAD); THENCE SOUTHEASTERLY, 632.58 FEET ALONG A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1910.08 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 53 DEGREES 07 MINUTES 16 SECONDS EAST; THENCE SOUTH 43 DEGREES 37 MINUTES 59 SECONDS EAST, 135.65 FEET TO THE AFOREMENTIONED EAST LINE OF SAID SECTION 13; THENCE SOUTH 00 DEGREES 07 MINUTES 04 SECONDS EAST ALONG SAID EAST LINE, 1990.54 FEET; THENCE NORTH 46 DEGREES 22 MINUTES 05 SECONDS EAST, 1370.58 FEET TO THE AFOREMENTIONED CENTERLINE OF BIG TIMBER ROAD (THE FOLLOWING TWO COURSE ARE ALONG THE CENTERLINE OF BIG TIMBER ROAD); THENCE SOUTH 43 DEGREES 37 MINUTES 59 SECONDS EAST, 180.65 FEET; THENCE SOUTHEASTERLY, TANGENT TO THE LAST DESCRIBED COURSE, 170.27 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 4825.97 FEET, THE CHORD OF SAID CURVE

BEARING SOUTH 44 DEGREES 38 MINUTES 38 SECONDS EAST; THENCE SOUTH 46 DEGREES 23 MINUTES 28 SECONDS WEST, 532.41 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 13 SECONDS WEST, 649.41 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 89 DEGREES 56 MINUTES 24 SECONDS EAST ALONG SAID SOUTH LINE, 513.16 FEET TO THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 02 MINUTES 17 SECONDS WEST, 660.76 FEET; THENCE NORTH 50 DEGREES 28 MINUTES 38 SECONDS EAST, 180.25 FEET TO THE CENTERLINE OF THE AFOREMENTIONED BIG TIMBER ROAD; THENCE SOUTH 50 DEGREES 30 MINUTES 05 SECONDS EAST ALONG SAID CENTERLINE, 669.04 FEET TO THE WEST LINE OF PROPERTY DESCRIBED IN DEED PER DOCUMENT 90K35649; THENCE SOUTH 00 DEGREES 20 MINUTES 21 SECONDS WEST ALONG SAID WEST LINE, 1668.27 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 58 MINUTES 54 SECONDS EAST ALONG SAID NORTH LINE, 7.15 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 02 MINUTES 28 SECONDS EAST ALONG SAID EAST LINE, 1318.11 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE NORTH 89 DEGREES 58 MINUTES 38 SECONDS WEST ALONG SAID NORTH LINE, 655.35 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE SOUTH 00 DEGREES 08 MINUTES 13 SECONDS WEST ALONG SAID WEST LINE, 1319.70 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 19; THENCE NORTH 89 DEGREES 57 MINUTES 22 SECONDS EAST ALONG SAID NORTH LINE, 3258.12 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS DEDICATED PER DOCUMENT 360508 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY LINE); THENCE SOUTHERLY, 88.51 FEET ALONG A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1631.81 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 00 DEGREES 23 MINUTES 52 SECONDS WEST; THENCE SOUTH 01 DEGREES 09 MINUTES 22 SECONDS EAST TANGENT TO THE LAST DESCRIBED COURSE, 1248.00 FEET TO THE NORTH LINE OF THE SOUTH 1297.43 FEET AS MEASURED ALONG THE WEST LINE THEREOF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH 89 DEGREES 59 MINUTES 38 SECONDS WEST ALONG SAID NORTH LINE, 1963.08 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH 00 DEGREES 01 MINUTES 52 SECONDS WEST ALONG SAID WEST LINE, 18.56 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 53 MINUTES 10 SECONDS WEST ALONG SAID SOUTH LINE, 2665.79 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 38 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24 A DISTANCE OF 1311.63 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 47 SECONDS WEST, 818.30 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 25 SECONDS WEST, 1312.11 FEET TO THE POINT OF BEGINNING, ALL IN KANE COUNTY, ILLINOIS (EXCEPT PARCELS DESCRIBED AS TRACT "B" AND TRACT "C").

TRACT "B" DESCRIPTION

THAT PART OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 24 AS MONUMENTED PER DOCUMENT 2002K037383; THENCE NORTH 00 DEGREES

11 MINUTES 49 SECONDS WEST, 2137.29 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 25 SECONDS EAST, 1312.11 FEET TO THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 24 FOR A POINT OF BEGINNING; THENCE NORTH 00 DEGREES 09 MINUTES 47 SECONDS WEST ALONG SAID EAST LINE, 202.61 FEET TO THE NORTHERLY LINE OF THE NORTHERN ILLINOIS GAS COMPANY EASEMENT PER DOCUMENT 884217; THENCE SOUTH 58 DEGREES 34 MINUTES 47 SECONDS EAST ALONG SAID NORTHERLY LINE, 1935.56 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 53 MINUTES 10 SECONDS WEST ALONG SAID SOUTH LINE, 337.26 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 38 SECONDS WEST, 1311.63 FEET ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 24; THENCE NORTH 00 DEGREES 09 MINUTES 47 SECONDS WEST, 818.30 FEET TO THE POINT OF BEGINNING, ALL IN KANE COUNTY, ILLINOIS.

TRACT "C" DESCRIPTION

THAT PART OF SECTIONS 18 AND 19, IN TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN AS MONUMENTED PER DOCUMENT 2002K037383; THENCE NORTH 00 DEGREES 11 MINUTES 49 SECONDS WEST, 2654.66 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 30 MINUTES 25 SECONDS EAST, 3974.14 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE NORTH 00 DEGREES 08 MINUTES 13 SECONDS EAST, 1292.62 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 58 MINUTES 38 SECONDS EAST ALONG SAID NORTH LINE, 421.78 FEET TO THE POINT OF BEGINNING; THENCE NORTH 19 DEGREES 20 MINUTES 53 SECONDS WEST, 842.79 FEET; THENCE NORTH 37 DEGREES 25 MINUTES 47 SECONDS WEST, 314.24 FEET; THENCE NORTHEASTERLY, 608.47 FEET ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 783.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 23 DEGREES 46 MINUTES 53 SECONDS EAST; THENCE NORTH 01 DEGREES 31 MINUTES 08 SECONDS EAST, 609.39 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 504.21 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 750.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 20 DEGREES 46 MINUTES 43 SECONDS EAST; THENCE NORTH 40 DEGREES 02 MINUTES 17 SECONDS EAST, 426.93 FEET TO INTERSECTION OF BIG TIMBER ROAD AND THE WEST LINE OF PROPERTY DESCRIBED IN DEED PER DOCUMENT 90K35649; THENCE SOUTH 00 DEGREES 20 MINUTES 21 SECONDS WEST ALONG SAID WEST LINE, 1668.27 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 58 MINUTES 54 SECONDS EAST ALONG SAID NORTH LINE, 7.15 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE SOUTH 00 DEGREES 02 MINUTES 28 SECONDS EAST ALONG SAID WEST LINE, 1318.11 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE NORTH 89 DEGREES 58 MINUTES 38 SECONDS WEST ALONG SAID NORTH LINE, 233.57 FEET TO THE POINT OF BEGINNING, ALL IN KANE COUNTY, ILLINOIS.

EXCEPTING FROM THE ABOVE-DESCRIBED TRACT THAT PART CONVEYED PER DOCUMENT 2017K015868.

EXHIBIT "B"

Description of the Portion of the Property
Comprising the Oakstead Community to be
Utilized for a Landscape Waste Composting Facility .

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24,
TOWNSHIP 42 NORTH RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
KANE COUNTY, ILLINOIS.

PIN: 01-24-400-031
Common Address: U. S. Highway 20, Hampshire, IL

Unofficial