

VILLAGE OF CAMPTON HILLS  
RESOLUTION AUTHORIZING AND RATIFYING APPROVAL  
OF AN AMENDMENT TO  
A CERTAIN INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE VILLAGE OF CAMPTON HILLS AND  
CAMPTON TOWNSHIP HIGHWAY DISTRICT REGARDING  
CERTAIN STREETS IN PLATO TOWNSHIP

WHEREAS, the Village of Campton Hills and Campton Township Highway District entered into a certain Intergovernmental Agreement, dated August 27, 2008, relative to Village roads in Plato Township, which was approved by the Village of Campton Hills by Resolution No. R-08-10; and

WHEREAS, the Village adopted Resolution No. R-09-18 on July 7, 2009 extending the August 27, 2008 Agreement to April 30, 2010; and

WHEREAS, on November 17, 2009, the Corporate Authorities adopted a motion extending the said agreement to a date stated in the minutes of said November 17, 2009 meeting as April 30, 2010; and

WHEREAS, it was the intention of the Corporate Authorities by said November 17, 2009 motion to extend the said Agreement to April 30, 2011; and

WHEREAS, the Village now wishes to confirm the extension of such Agreement to April 30, 2011:

NOW THEREFORE, BE IT RESOLVED By the President and Board of Trustees of the Village of Campton Hills, Kane County, Illinois that:

**Section 1.** The Corporate Authorities find that the statements in the preamble to this Resolution are correct.


**Section 2.** An Extension Agreement Relative to Intergovernmental Agreement between the Village of Campton Hills and the Campton Township Highway District Relative to Certain Roads in Plato Township in the Village of Campton Hills, attached hereto, extending the 2008 Agreement to April 30, 2011 is hereby approved, and ratified and the execution thereof by the President and Village Clerk is hereby ratified and confirmed.

**Section 3.** This Resolution shall be in full force and effect from and after its passage and approval pursuant to law.

Passed this 20<sup>th</sup> day of April, 2010 by roll call vote as follows:

|                               | AYES | NAYS | ABSENT | ABSTAIN |
|-------------------------------|------|------|--------|---------|
| Trustee Laura Anderson        | X    |      |        |         |
| Trustee Susan George          | X    |      |        |         |
| Trustee Jim Kopec             | X    |      |        |         |
| Trustee Albert Lenkaitis, Jr. | X    |      |        |         |
| Trustee Mike Millette         | X    |      |        |         |
| Trustee John Strauss          | X    |      |        |         |
| President Patsy Smith         |      |      |        |         |

APPROVED THIS 22<sup>nd</sup> DAY OF APRIL 2010.

  
 \_\_\_\_\_  
 Patsy Smith, Village President

(SEAL)

ATTEST:   
 \_\_\_\_\_  
 Carolyn Higgins, Village Clerk

**EXTENSION AGREEMENT RELATIVE TO  
INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE VILLAGE OF CAMPTON HILLS AND THE  
CAMPTON TOWNSHIP HIGHWAY DISTRICT RELATIVE TO  
CERTAIN ROADS IN PLATO TOWNSHIP IN  
THE VILLAGE OF CAMPTON HILLS**

This Extension Agreement ("Extension Agreement") is made and entered into as of this 17th day of November, 2009 by and between the Village of Campton Hills (hereinafter the "Village"), an Illinois municipal corporation and unit of local government, and the Campton Township Highway District (hereinafter the "District"), a Township Road District and unit of local government.

WHEREAS, the Village and the District entered into an Intergovernmental Agreement relative to certain roads in Plato Township in the Village dated the 27<sup>th</sup> day of August, 2008, (the "2008 Agreement"), for a term expiring on April 30, 2009, which the parties, by agreement, have extended through April 30, 2010 and

WHEREAS, the 2008 Agreement provides that the parties may enter into an extension thereof:

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROVISIONS HEREINAFTER SET FORTH, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and the District hereby agree as follows:

- ES*  
*PS*
1. The recitals set forth above are hereby incorporated herein verbatim.
  2. The 2008 Agreement is hereby extended for a term expiring on April 30, 2010, pursuant to all of the terms, conditions and provisions of said 2008 Agreement except that the following modifications are hereby agreed to and made to said 2008 Agreement:

A. Whenever there is a road condition which the District determines requires repair or maintenance which is not of an emergency nature, the District shall give the Village notice of such condition by telephone and thereafter by email or facsimile as set forth below. The Village shall respond to the communication within five (5) business days by advising the District as to whether or not to proceed with such repair or maintenance. If the Village fails to respond within said five (5) business days, the District shall not proceed with the repairs or maintenance until the Village advises the District to do so.

If the District advises the Village that the District estimates that the work may exceed Five Thousand Dollars (\$5,000.00), and if the Village determines that the scope of the repair or maintenance is such as to require competitive bids pursuant to the Illinois Statute, and if the Village decides to proceed with the repairs or maintenance, the Village shall so advise the District and the Village shall cooperate with the District in implementing the bidding process.

Until the Village responds to the District advising the District to proceed with said maintenance or repairs, or if the Village advises the District that the Village does not desire to have the District provide such maintenance or repairs, or if the Village fails to respond, the District shall refrain from undertaking such maintenance or repairs. In the event that any claim is made against the District for injuries or damages resulting from the failure to maintain or repair said road when maintenance was requested by District, the Village shall assume all responsibility for the defense of such claim and hold the District harmless as to such claim if such claim is based on injuries or damages occurring in the period prior to Village advising the District to perform such maintenance or repairs.

The notice provided for by this paragraph shall be given as follows:

To the Village President:

By email at:

president@villageofcamptonhills.org

and, in addition, by facsimile to

630.584.5775, and in addition by

facsimile to 630.443.0617

*Cell numbers will be provided to District for emergency contact.*

With a copy to:

Deputy Village Clerk of the Village of

Campton Hills By facsimile at

630.584.5775 and by email to

william.beith@villageofcamptonhills.org

In the event that the District determines that emergency repairs or maintenance are required (including, but not limited to removal of trees across a road), the District shall immediately proceed with such emergency repairs or maintenance as may be reasonably required and shall immediately give notice to the Village by calling the cell phone of the Village President or the President Pro-Tem if the Village President is unavailable; the District agrees to leave a message if no one answers. If the District does not speak to the Village President or President Pro Tem, the District agrees to call the Police Department's non-emergency number (630-584-0330); if police personnel do not answer, the District shall leave a message on the voicemail. The District shall give written notice to the Village of such emergency maintenance or repairs within a reasonable period thereafter.

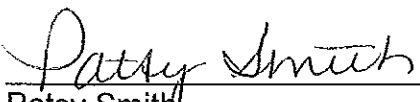
- B. The District shall undertake an inspection of all roads within the Village located in Plato Township on a weekly basis and shall be compensated for such inspection pursuant to the amended Exhibit "B" attached hereto.
- C. Exhibit "B" attached to the 2008 Agreement is hereby amended as set forth in the amended Exhibit "B" attached hereto.
- D. In the event of any conflict or inconsistency between the 2008 Agreement and this Extension Agreement, the terms of this Extension Agreement shall govern.

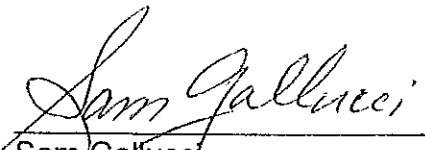
VILLAGE

DISTRICT

Village of Campton Hills

Campton Township Highway District

By:   
Patsy Smith  
Its Village President

By:   
Sam Gallucci  
Its Highway Commissioner

(SEAL)

ATTEST:

By:

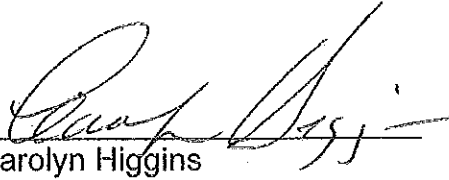
  
Carolyn Higgins  
Village Clerk

EXHIBIT 'B'  
CAMPTON TOWNSHIP HIGHWAY DISTRICT  
Fees charged to Village of Campton Hills – Plato Township Roads  
05/01/09 through 04/30/11 amended 10/2009

" PJS  
(SQ)

SNOW PLOWING

\$152.00 per hour at normal work rate (A)  
\$172.00 per hour at time and a half (overtime)  
\$192.00 per hour at double time (holidays and Sundays)  
Additional \$70.00 prep fee per snow incident  
Additional \$50.00 per hour for Wing truck, if needed  
Additional billing for salt and chloride billed at cost

(A) Consists of \$100 for regular plow truck; \$40 driver; \$12 diesel fuel subject to fuel surcharge if fuel exceeds \$5.00 per gallon)

\*See Exhibit 'C' between Campton Township Highway District and Plato Township Highway District

MOWING OF DITCHES

\$50.00 per hour per man (includes equipment cost of tractor and fuel)

TREE TRIMMING/ TREE REMOVAL/FALLEN TREE

\$40.00 per hour per man  
\$150.00 per hour (chipper, saw blades, chainsaws, and truck - includes fuel cost)

COLD PATCH OF POT HOLES

\$40.00 per hour per man  
Total of \$50.00 for transportation flat trip fee for 1-ton truck (includes fuel and trailer if needed)  
Additional cost of materials will be added

SIGNS

\$40.00 per hour per man  
Total of \$40.00 for transportation flat trip fee for F250 pickup truck (includes fuel)  
Additional cost of sign and post

PICK UP & DISPOSAL OF DEAD ANIMALS

\$50 per incident

SPECIAL PROJECTS

Time and material to be determined per project

ADMINISTRATION EXPENSE (Billing)

\$50 per month

Road Monitor and Safety Assessment

Weekly review of all stop signs regulating traffic, yield signs, posted signs, intersections and overall condition of the roads per the agreement. Approximately 20 miles round trip.

\$40.00 Labor per hour  
\$40.00 Use of Sign Truck flat trip fee

Equipment Price per hour (Billed in half-hour increments)

|                      |          |
|----------------------|----------|
| Back Hoe             | \$100.00 |
| Grader               | \$100.00 |
| Loader               | \$100.00 |
| Roller               | \$ 50.00 |
| Stump Grinder        | \$ 40.00 |
| Skid Steer & Grinder | \$ 75.00 |
| 6-Wheeler            | \$ 75.00 |

**VILLAGE OF CAMPTON HILLS  
RESOLUTION APPROVING AND AUTHORIZING  
EXECUTION THEREOF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
VILLAGE OF CAMPTON HILLS AND CAMPTON TOWNSHIP HIGHWAY DISTRICT  
REGARDING CERTAIN STREETS IN PLATO TOWNSHIP**

WHEREAS, the Village of Campton Hills and the Campton Township Highway District have previously negotiated an Intergovernmental Agreement providing for the future maintenance by the Campton Township Highway District (the "Highway District") of the former Plato Township roads which are now the responsibility of the Village; and

WHEREAS, it is in the best interest of the Village of Campton Hills and its citizens that the Intergovernmental Agreement with the Highway District that was adopted on August 27, 2008 be extended.

NOW THEREFORE, BE IT RESOLVED By the President and Board of Trustees of the Village of Campton Hills, Kane County, Illinois that:

**Section 1.** The Corporate Authorities find that the statements in the preamble to this Resolution are correct.

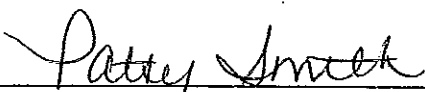
**Section 2.** The Intergovernmental Agreement with the Highway District that was adopted on August 27, 2008 be extended and remain in effect for the period ending April 30, 2010, subject to changes in charges pursuant to an amended Exhibit B thereto, and subject to changes in the legal description of the Village to reflect disconnections and annexations from time to time.

**Section 3.** This Resolution shall be in full force and effect from and after its passage and approval pursuant to law.

Passed this 7th day of July 2009 by roll call vote as follows:

|                               | <b>AYES</b>       | <b>NAYS</b>       | <b>ABSENT</b>     | <b>ABSTAIN</b>    |
|-------------------------------|-------------------|-------------------|-------------------|-------------------|
| Trustee Laura Andersen        | <u>  X  </u>      | <u>          </u> | <u>          </u> | <u>          </u> |
| Trustee Susan George          | <u>          </u> | <u>          </u> | <u>  X  </u>      | <u>          </u> |
| Trustee Jim Kopec             | <u>  X  </u>      | <u>          </u> | <u>          </u> | <u>          </u> |
| Trustee Albert Lenkaitis, Jr. | <u>  X  </u>      | <u>          </u> | <u>          </u> | <u>          </u> |
| Trustee Mike Millette         | <u>  X  </u>      | <u>          </u> | <u>          </u> | <u>          </u> |
| Trustee John Strauss          | <u>  X  </u>      | <u>          </u> | <u>          </u> | <u>          </u> |
| President Patsy Smith         | <u>          </u> | <u>          </u> | <u>          </u> | <u>          </u> |

APPROVED THIS 9th DAY OF JULY 2009.

  
\_\_\_\_\_  
Patsy Smith, Village President

(SEAL)

ATTEST:

  
Carolyn Higgins, Village Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE VILLAGE OF CAMPTON HILLS AND  
THE CAMPTON TOWNSHIP HIGHWAY DISTRICT  
RELATIVE TO CERTAIN ROADS IN PLATO TOWNSHIP IN THE VILLAGE**

This Agreement ("Agreement") is made as of this 27<sup>th</sup> day of August, 2008, by and between the Village of Campton Hills (hereinafter the "Village"), an Illinois Municipal Corporation and unit of local government, and the Campton Township Highway District (hereinafter the "District"), a Township Road District and unit of local government.

WHEREAS, Section 10 of Article 7 of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among and between themselves in any manner not otherwise prohibited by law or ordinance; and

WHEREAS, Section 3 of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. permits any powers, privileges or authority exercised or which may be exercised by a unit of local government to be exercised jointly with any other unit of local government; and

WHEREAS, pursuant to a court order entered on May 14, 2007 in Kane County Case Number 06 MCK 6,, the Village of Campton Hills has been duly incorporated as an Illinois Municipal Corporation and unit of local government, having corporate limits as described in Exhibit "A"; and

WHEREAS, by virtue of and as of the date of its incorporation as an Illinois Municipal Corporation and unit of local government, the Village has a "Municipal Street System" as defined by 605 ILCS 5/2-104 (the "Municipal Street System") that consists of portions of the Plato Township Highway System that existed prior to said incorporation (hereinafter "Plato Roads"); and,

WHEREAS, the parties understand and acknowledge that the Village does not have the appropriate facilities to undertake to maintain and regulate the roads within the Village at this time and further, the Village does not desire to do so; further, the Village intends, by means of this Agreement, to enlist the aid of the District in performing the maintenance services described in Exhibit B (the "Maintenance Services") on and for said Plato Roads (with the exception of roads adjacent to the property described in the CJR and Cartee Disconnection petitions). The parties understand that the District may enter into an agreement with the Plato Township Highway District substantially as set forth in Exhibit 'C' attached hereto and a part hereof and the Village shall not object to such agreement provided that the Township remains responsible to the Village.

By means of this Agreement, the Village intends that the District shall provide said Maintenance Services on the Plato Roads now within the Village (except as herein noted on Exhibit 'C' IGA between the Campton Township Highway District and the Plato Township Highway District and those disconnected by the CJR and Cartee disconnection petitions) and the District is willing to

provide said Maintenance Services on the Plato Roads, all upon the terms and conditions hereinafter set forth:

NOW THEREFORE, in consideration of the mutual covenants and provisions hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and the District hereby agree as follows:

1. The recitals set forth above are hereby incorporated herein verbatim.

2. MAINTENANCE RESPONSIBILITIES

A. MAINTENANCE SERVICES. In consideration of the payments as described in this Agreement, the District agrees that during the term of this Agreement, it shall provide the Maintenance Services on the Plato Roads, excepting, however, the District shall not provide snow plowing and ice control services for the roads located in disconnected territories in Plato Township (the "Excluded Roads") or covered under Exhibit 'C in the IGA between Plato and Campton Township Highway Districts.

B. PAYMENT. The Village shall pay the District for the Maintenance Services on the Plato Roads (except the Excluded Roads) the amounts provided for in Exhibit B attached hereto. Payment shall be made within thirty (30) days after the Village receives billing from the Township.

3. INDEMNIFICATION. The Village shall defend, indemnify and hold harmless the District, and its officers, agents and employees, from all and any liability, losses, costs, damage or expense, or injury to person or property, including reasonable attorney's fees, arising out of the execution of this Agreement, the District's performance or failure to perform any provisions of this Agreement, or the termination of this Agreement in accordance with its terms, with the exception of any liability, losses, costs, damage or expense, or injury to person or property arising out of or resulting solely from (1) the negligence, malfeasance or misfeasance of the District, or its officers, agents and employees in the performance or non-performance of any act pursuant to this Agreement; or (2) from any claim by an employee, agent, or subcontractor of the District.

The District shall defend, indemnify and hold harmless the Village, and its officers, agents and employees, from all and any liability, losses, costs, damage or expense, or injury to person or property, including reasonable attorney's fees, arising out of or resulting solely from (1) the negligence, malfeasance, misfeasance of the District or its officers, agents or employees in the performance or non-performance of any act pursuant to this Agreement; or (2) from any claim by an employee, agent or subcontractor of the District.

The District and the Village will be responsible for insurance coverage or Risk Management Coverage for their respective liabilities as set forth above and shall provide each other from time to time with current Certificates of Coverage which include each other as an additional party insured.

4. TERM AND TERMINATION. This Agreement shall remain in full force and effect from the date first above written (which date shall be the first date on which the execution of this Agreement is approved by the last of both the Village and the District), and it shall terminate on April 30, 2009. The parties may enter into an extension if it is mutually agreed upon.

5. MISCELLANEOUS.

A. GOVERNING LAW. The parties agree that the statutory and case law of the State of Illinois shall govern the validity, performance and enforcement of this Agreement.

B. NOTICES. All notices or other writings which any party hereto as required or permitted to give in connection with this Agreement shall be in writing and shall be served by personal delivery, which service shall be effective as of the date of such delivery, or mailed by registered or certified mail, return receipt requested, with proper postage prepaid, which service shall be effective two (2) business days after the date of such mailing, and addressed as follows or to such other person or addressed as either party may designate from time to time by written notice given to the other party pursuant hereto:

If to Village: Village President  
Village of Campton Hills  
40W115 Campton Crossings Dr., Unit B  
Campton Hills, IL 60175

With a copy to: Attorney J. William Braithwaite  
Arnstein & Lehr LLP  
2800 W. Higgins Road Suite 425  
Hoffman Estates, IL 60169

If to District: Campton Township Highway Commissioner  
5N790 Route 47  
Maple Park, IL. 60151

With a copy to: Attorney John S. Noble  
201 Houston St., Suite 300A  
Batavia, Il. 60510

C. SEVERABILITY. If any provision of this Agreement are held to be invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect in any way any of the other provisions set forth herein, which provisions shall be enforceable to the fullest extent possible.

D. AMENDMENTS. The parties hereto agree that this Agreement and all Exhibits attached hereto may be amended only by the mutual consent of the parties in the same fashion and in the same manner used to adopt this Agreement, and authorize its execution in the first instance.

E. HEADINGS. The headings of the paragraphs of this Agreement are for convenience and reference only and do not form a part here of and do not modify, interpret or construe understandings of the parties hereto.

F. COUNTERPARTS. This Agreement may be signed upon any number of counterparts with the same effect as if the signatures to each were upon the same agreement.

G. ORIGINALS. This Agreement may be reproduced by means of carbons, Xerox process or otherwise. Each such reproduction, if manually executed by the parties, shall for all purposes be deemed and the same is hereby declared to be a duplicate original of this Agreement

H. SINGULAR AND PLURAL. Terms used in this Agreement shall be read in the singular or the plural as may be appropriate to the context in which they are used.

I. WAIVER. No waiver by either party of any breach of any term or condition hereto shall be deemed a waiver of the same or any subsequent breach of the same or any other term or condition hereto. No term or condition of this Agreement shall be deemed waived by either party unless waived in writing.

J. ENTIRE AGREEMENT. Except as hereinafter expressly provided, this Agreement supersedes all prior agreements, negotiations, and representations and is a full integration of the entire agreement of the parties.

K. REMEDIES.

(i) The parties hereto may, at law or in equity, by sole, action, mandamus or other proceeding, enforce or compel the performance of this Agreement with the prevailing party being entitled to all costs and expenses. No action taken by either party hereto pursuant to the provisions of this section or pursuant to the provisions of any other section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and nonexclusive of any other remedy either set forth herein or available to either party at law or in equity.

(ii) In the event of any breach of or default under this Agreement, the parties shall give prompt written notice of such alleged breach or default and the party receiving such notice shall have thirty (30) days after receipt of such notice to cure such alleged breach or default, prior to the seeking of any remedy provided for herein, provided, however, that said thirty (30) day period shall be reasonably extended if the defaulting party has initiated the cure of said breach of the default and is diligently proceeding therewith.

Village  
Village of Campton Hills

District  
Campton Hills Township Road District

By: *Patsy Smith*  
Patsy Smith  
Its Village President

By: *Sam Gallucci*  
Sam Gallucci  
Its Highway Commissioner

(SEAL)

Attest:  
By: *Carolyn Higgins*  
Carolyn Higgins  
Village Clerk

**EXHIBIT A**  
**TO INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN THE VILLAGE OF CAMPTON HILLS AND CAMPTON TOWNSHIP**  
**HIGHWAY DISTRICT**  
**RELATIVE TO CERTAIN ROADS IN PLATO TOWNSHIP IN THE VILLAGE**

The territory proposed to comprise the new Village of Campton Hills is described as follows:

That part of Sections 26, 27, 28, 29, 31, 32, 33, 34, 35 and 36, Township 41 North, Range 7 East of the Third Principal Meridian; part of Section 31, Township 41 North, Range 8 East of the Third Principal Meridian; part of Sections 6, 7, 18, 19 and 30, Township 40 North, Range 8 East of the Third Principal Meridian; and part of Sections 1, 2, 3, 4, 5, 9, 10, 11, 12, 13, 14, 15, 16, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 33, 34, 35 and 36, Township 40 North, Range 7 East of the Third Principal Meridian all described as follows: Beginning at the northwest corner of Section 32, Township 41 North, Range 7 East of the Third Principal Meridian; thence easterly along the north line of Sections 32 and 33 in said Township 41 North, Range 7 East of the Third Principal Meridian to the southwest corner of the East Half of the Southwest Quarter of the Southeast Quarter of Section 28 in said Township 41 North, Range 7 East of the Third Principal Meridian; thence northerly along the west line of the East Half of the Southwest Quarter of the Southeast Quarter of said Section 28 to the northwest corner thereof; thence easterly along the north line of the South Half of the Southeast Quarter of said Section 28 to the northeast corner thereof; thence southerly along the east line of the Southeast Quarter of said Section 28 to the southeast corner thereof; thence easterly along the north line of Section 34 in said Township 41 North, Range 7 East of the Third Principal Meridian to the northwest corner of a tract of land conveyed by Document 1444012; thence southerly along the westerly line of said tract 396.90 feet to the southwest corner thereof; thence easterly along a southerly line of said tract 100.90 feet to a southeasterly corner thereof; thence northerly along an easterly line of said tract 194.0 feet to an angle in said easterly line; thence easterly along a southerly line of said tract 16.82 feet to an angle in said southerly line; thence northerly along the most easterly line of said tract 202.86 feet to the north line of said Section 34; thence easterly along the north line of said Section 34, 333.0 feet to the northeast corner of the Northwest Quarter of said Section 34; thence easterly along the north line of said Section 34 to the southeast corner of Plato Ridge, Unit No. 2, Plato Township, Kane County, Illinois; thence northerly along the easterly line of said Plato Ridge 962.50 feet to the northeast corner thereof; thence North 89°51'34" West along the northerly line of said Plato Ridge 607.12 feet; thence North 0°25'00" West 356.52 feet to the southerly line of Head Acres, Plato Township, Kane County, Illinois; thence westerly along the southerly line of said Head Acres 538.52 feet to the center line of Muirhead Road; thence northeasterly and northerly along the center line of said Muirhead Road 841.54 feet to the northwest corner of said Head Acres; thence easterly along a northerly line of said Head Acres 581.47 feet to an angle in said northerly

line; thence southeasterly along a northeasterly line of said Head Acres 392.58 feet to a northeasterly corner thereof; thence southeasterly to the northeast corner of the Southwest Quarter of the Southeast Quarter of said Section 27; thence southerly along the east line of the Southwest Quarter of the Southeast Quarter of said Section 27 to the southeast corner thereof; thence easterly along the south line of said Section 27 and the north line of Section 35 in said Township 41 North, Range 7 East of the Third Principal Meridian to the northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 35; thence southerly along the east line of the Northwest Quarter of the Northwest Quarter of said Section 35, 100.0 feet to the northwest corner of Crawford Woods, according to the plat thereof recorded as Document 1677185; thence easterly along the northerly line of said Crawford Woods 469.50 feet to the northeast corner thereof; thence southerly along the easterly line of said Crawford Woods 621.32 feet to the southeast corner thereof; thence southerly along an easterly line of a tract of land described in Document 2004K110151, 14.63 feet to an angle in said easterly line; thence southerly along an easterly line of said tract described in Document 2004K110151, 432.55 feet to an angle in said easterly line; thence southerly along an easterly line of said tract described in Document 2004K110151, 236.59 feet to the southeast corner of said tract; thence westerly along a southerly line of said tract described in Document 2004K110151, 244.63 feet to the northeast corner of a tract of land described in Document 2003K136155; thence southerly along an easterly line of said tract described in Document 2003K136155, 7 chains to an angle in said easterly line; thence southeasterly along a northeasterly line of said tract described in Document 2003K136155, 19.75 chains to the center line of Corron Road; thence northeasterly along the center line of said Corron Road to the northwest corner of a tract of land described in Document 92K08763; thence easterly along the northerly line of said tract described in Document 92K08763, 374.67 feet to the northeast corner thereof; thence southerly along the easterly line of said tract described in Document 92K08763 and the easterly line of a tract of land described in Document 2001K116988, 877.03 feet to the north line of the Southeast Quarter of said Section 35; thence easterly along the north line of the Southeast Quarter of said Section 35, 388.35 feet to the northeast corner of the West Half of said Southeast Quarter; thence southerly along the east line of the West Half of the Southeast Quarter of said Section 35, 1585.37 feet to the center line of McDonald Road; thence westerly along the center line of said McDonald Road to the east line of the Southwest Quarter of Section 35 in said Township 41 North, Range 7 East of the Third Principal Meridian; thence northerly along the east line of the Southwest Quarter of said Section 35, 425.23 feet; thence westerly along a line forming an angle of 88°36' with the last described course (measured clockwise therefrom) 561.09 feet; thence southwesterly along a line forming an angle of 98°15' with the last described course (measured clockwise therefrom) 436.58 feet to the center line of said McDonald Road; thence westerly along the center line of said McDonald Road to a line drawn South 6°30' West from a point on the south line of said tract described in Document 2003K136155 that is 399.30 feet easterly of the southwest corner of said tract; thence North 6°30' East to the south line of said tract described in Document 2003K136155; thence westerly along the south line of said tract described in Document 2003K136155, 399.30 feet to the southwest corner thereof; thence northerly along the westerly line of said tract described in Document 2003K136155, 405.24 feet (6.14 chains) to the northeast corner of the West Half of the Southwest Quarter of said Section 35; thence westerly along the north line of the Southwest Quarter of said Section 35, 778.68 feet to the center line of Crawford Road; thence southwesterly along the center line of said Crawford Road 659.12 feet to a line drawn between the southwest corner of the Southwest Quarter of said Section 35 and a point on

the north line of the Southwest Quarter of said Section 35 that is 339.90 feet (5.15 chains) easterly of the northwest corner of said Southwest Quarter; thence southerly along said line 1068.22 feet to the center line of said McDonald Road; thence westerly along the center line of said McDonald Road 2884.18 feet to the northeast corner of a tract of land conveyed to Henry O. Larson and Elizabeth V. Larson by deed recorded as Document 648085; thence southerly along the easterly line of said Larson tract 776.0 feet to a point that is 10.0 feet northerly of the southeast corner of said Larson tract; thence easterly parallel with the southerly line of said Larson tract 24.85 feet; thence southeasterly along a line forming an angle of  $68^{\circ}59'52''$  with the prolongation of the last described course (measured clockwise therefrom) 101.12 feet; thence southerly along a curve to the right having a radius of 210.0 feet, tangent to the last described course, 104.64 feet; thence southwestwardly along a curve to the right having a radius of 390.0 feet, tangent to the last described curve at the last described point, 90.98 feet; thence southwestwardly tangent to the last described curve at the last described point 104.0 feet; thence southerly along a curve to the left having a radius of 360.0 feet, tangent to the last described course, 94.87 feet to a line drawn parallel with and 59.25 feet northerly of the south line (measured at right angles thereto) of the Southwest Quarter of Section 34 in said Township 41 North, Range 7 East of the Third Principal Meridian; thence westerly parallel with the south line of the Southwest Quarter of said Section 34, 1813.95 feet to the westerly line extended southerly of said Larson tract; thence northerly along said extended westerly line and the westerly line of said Larson tract to the center line of said McDonald Road; thence South  $81^{\circ}53'33''$  West along the center line of said McDonald Road 87.46 feet to a point that is 435.60 feet easterly of the northeast corner of a tract of land conveyed to Benjamin Walker by deed recorded March 3, 1855 in Book 36, Page 623; thence South  $0^{\circ}36'16''$  East parallel with the easterly line of said Walker tract 1110.75 feet; thence South  $81^{\circ}53'22''$  West 433.12 feet to the northerly extension of a line drawn parallel with and 251.46 feet (3.81 chains) easterly of the west line of the Northwest Quarter of Section 3 in said Township 40 North, Range 7 East of the Third Principal Meridian (measured along the north line of said Northwest Quarter); thence South  $0^{\circ}26'52''$  East parallel with the west line of the Northwest Quarter of said Section 3, 2673.57 feet to the south line of said Northwest Quarter; thence North  $88^{\circ}50'33''$  East along the south line of the Northwest Quarter of said Section 3, 2399.89 feet to the southeast corner thereof; thence southerly along the west line of the Southeast Quarter of said Section 3, 1732.76 feet to the north line of the south 891.0 feet (54 rods) of said Southeast Quarter (measured along the west line thereof); thence easterly parallel with the south line of the Southeast Quarter of said Section 3, 229.07 feet to the center line of Silver Glen Road; thence northeasterly and easterly along the center line of said Silver Glen Road to the easterly line of said Corron Road; thence northerly along the easterly line of said Corron Road to the north line of Section 2 in said Township 40 North, Range 7 East of the Third Principal Meridian; thence easterly along the north line of said Section 2 to the northeast corner thereof; thence southerly along the west line of Section 1 in said Township 40 North, Range 7 East of the Third Principal Meridian 3277.94 feet to a point that is 584.79 feet southerly of the southwest corner of the Northwest Quarter of said Section 1; thence southeasterly 2670.79 feet to a point on the westerly line (as monumented) of Lot 16 in Homeward Glen, Unit No. 2, Campton Township, Kane County, Illinois, according to the plat thereof recorded as Document 1914848, that is 79.56 feet northerly of the southwest corner of said Lot; thence northerly along the westerly line (as monumented) of said Homeward Glen 1094.56 feet to the northwest corner of Lot 20 in said Homeward Glen; thence northerly 13.10 feet to the southwest corner of Lot 23 (as monumented)

in Arlington Estates, according to the plat thereof recorded as Document 1967887; thence northerly along the westerly line (as monumented) of said Arlington Estates to the center line of said McDonald Road; thence westerly along the center line of said McDonald Road to the west line of the Southwest Quarter of Section 36 in said Township 41 North, Range 7 East of the Third Principal Meridian; thence northerly along the west line of the Southwest Quarter of said Section 36, 1626.51 feet to the northwest corner thereof; thence easterly along the north line of the South Half of said Section 36 to a point that is 23.0 feet easterly of the northeast corner of said Southwest Quarter; thence southerly parallel with the east line of the Southwest Quarter of said Section 36 to a point that is 350.0 feet northerly of the center line (measured at right angles thereto) of said McDonald Road; thence easterly parallel with the center line of said McDonald Road to the north line of the Southwest Quarter of the Southeast Quarter of said Section 36; thence easterly along the north line of the Southwest Quarter of the Southeast Quarter of said Section 36 to a point that is 1130.02 feet easterly of the northwest corner of said Southwest Quarter; thence southerly along a line forming an angle of 98°53'59" with the prolongation of the last described course (measured clockwise therefrom) 489.71 feet to the center line of said McDonald Road; thence easterly along the center line of said McDonald Road to the northeast corner of Cranston North, Plato and Elgin Townships, Kane County, Illinois according to the plat thereof recorded as Document 2006K040054; thence southerly along the easterly line of said Cranston North 523.48 feet to the southeast corner thereof; thence westerly along the southerly line of said Cranston North to the easterly line of Brittany Court; thence southerly and southwesterly along the easterly line of said Brittany Court 431.73 feet to the most northerly corner of Lot 61 in Unit No. 3, Cranston Meadows North, Campton and St. Charles Townships, Kane County, Illinois; thence southeasterly along the northeasterly line of said Lot 61, 300.61 feet to the most easterly corner thereof; thence southwesterly along a southeasterly line of said Unit No. 3, 412.05 feet to the northeasterly line of Cloverfield Drive; thence southeasterly along the northeasterly line of said Cloverfield Drive 486.13 feet to the easterly line extended northerly of Lot 80 in said Unit No. 3; thence southerly along the easterly line extended and easterly line of said Lot 80, 266.74 feet to the southeast corner thereof; thence easterly along the northerly line of Lot 79 in said Unit No. 3, 112.59 feet to the northeast corner thereof; thence southwesterly along the southeasterly line of said Lot 79, 254.39 feet to the northeasterly line of Fielding Court; thence southeasterly, easterly, southeasterly, southerly and southwesterly along the northeasterly, northerly, northeasterly, easterly and southeasterly line of said Fielding Court 410.51 feet to the northwest corner of Lot 75 in said Unit No. 3; thence southerly along the westerly line of said Lot 75, 266.98 feet to an angle in said westerly line; thence southeasterly along the southwesterly line of said Lot 75, 64.0 feet to the most southerly corner thereof; thence southwesterly along a northwesterly line of Lot 3 in Unit No. 1, Cranston Meadows North, Campton and St. Charles Townships, Kane County, Illinois 153.0 feet to the most westerly corner thereof; thence southeasterly along the southwesterly line and southwesterly line extended of said Lot 3 to the southeasterly line of Cloverfield Circle; thence southwesterly along the southeasterly line of said Cloverfield Circle to the northeast corner of Lot 71 in Unit No. 6, Cranston Meadows, Campton and St. Charles Townships, Kane County, Illinois; thence southerly along the easterly line of said Lot 71, 345.12 feet to the southeast corner thereof; thence southwesterly along the southeasterly line of said Lot 71, 75.39 feet to the most northerly corner of Lot 52 in Unit No. 5, Cranston Meadows, Campton and St. Charles Township, Kane County, Illinois; thence southeasterly along a northeasterly line of said Unit No. 5, 311.0 feet to an angle in said northeasterly line; thence southeasterly along a northeasterly line of said Unit

No. 5, 213.0 feet to the most easterly corner of Lot 50 in said Unit No. 5; thence southwesterly along the southeasterly line of said Lot 50, 292.29 feet to the northeasterly line of Ridge Line Road; thence southeasterly along the northeasterly line of said Ridge Line Road to a line drawn radial to said northeasterly line from the most northerly corner of Lot 68 in said Unit No. 5; thence southwesterly 66.0 feet to the most northerly corner of said Lot 68; thence southwesterly along the northwesterly line of said Lot 68, 236.0 feet to the most westerly corner thereof; thence southeasterly along the southwesterly line of said Lot 68, 179.0 feet to the most southerly corner thereof; thence southerly along an easterly line of said Unit No. 5, 310.0 feet to an angle in said easterly line; thence southwesterly along a southeasterly line of said Unit No. 5, 230.0 feet to the most westerly corner of Lot 75 in Unit No. 7, Cranston Meadows, Campton and St. Charles Townships, Kane County, Illinois; thence southeasterly along the southwesterly line of said Lot 75, 373.85 feet to the most southerly corner thereof; thence southeasterly radial to the southeasterly line of Cranston Road 66.0 feet to said southeasterly line; thence southwesterly along the southeasterly line of said Cranston Road to the most westerly corner of Lot 88 in said Unit No. 7; thence southeasterly along the southwesterly line of said Lot 88, 201.62 feet to the most southerly corner thereof; thence southeasterly along a northeasterly line of said Unit No. 7, 110.0 feet to an angle in said northeasterly line; thence southwesterly along a southeasterly line of said Unit No. 7, 167.0 feet to an angle in said southeasterly line; thence southerly along an easterly line of said Unit No. 7, 223.0 feet to an angle in said easterly line; thence southwesterly along a southeasterly line of said Unit No. 7, 97.81 feet to an angle in said southeasterly line; thence southeasterly along a northeasterly line of said Unit No. 7, 90.0 feet to an angle in said northeasterly line; thence southerly along a westerly line of Unit No. 2, Cranston Meadows, Campton and St. Charles Townships, Kane County, Illinois 573.42 feet to the southwest corner of Lot 27 in said Unit No. 2; thence southerly to the northwest corner of Lot 2 in Owner's Subdivision Mallard Lake North, St. Charles and Campton Townships, Kane County, Illinois; thence southerly along the westerly line of said Owner's Subdivision Mallard Lake North to the southwest corner thereof; thence easterly along a southerly line of said Owner's Subdivision Mallard Lake North 249.56 feet to the east line of Section 12 in said Township 40 North, Range 7 East of the Third Principal Meridian; thence southerly along the east line of said Section 12 to a northwesterly corner of Lot 32 in Meadow Ridge Subdivision, Campton and St. Charles Townships, Kane County, Illinois according to the plat thereof recorded as Document 93K093740; thence easterly along a northerly line of said Lot 32, 372.18 feet to the northeast corner thereof; thence southerly along an easterly line of said Lot 32, 502.24 feet to a southeasterly corner thereof; thence westerly along a southerly line of said Lot 32, 445.0 feet to an angle in said southerly line; thence southwesterly along a southeasterly line of said Lot 32, 165.0 feet to the most westerly corner of Lot 10 in said Meadow Ridge Subdivision; thence southeasterly along the southwesterly line of said Lot 10, 335.0 feet to the most southerly corner thereof; thence southeasterly radial to the southeasterly line of Foxwood Lane 66.0 feet to said southeasterly line; thence southwesterly along the southeasterly line of said Foxwood Lane to the most northerly corner of Lot 23 in said Meadow Ridge Subdivision; thence southeasterly along the northeasterly line of said Lot 23, 311.0 feet to the most northerly corner of Lot 25 in said Meadow Ridge Subdivision; thence southwesterly along the northwesterly line of said Lot 25, 248.81 feet to the most westerly corner thereof; thence southeasterly along the southwesterly line of said Lot 25, 222.39 feet to the most southerly corner thereof; thence southeasterly at right angles to the center line of Bolcum Road 60.0 feet to said center line; thence southwesterly along the center line of said Bolcum Road to the east line of Section 13 in said Township 40 North,

Range 7 East of the Third Principal Meridian; thence southerly along the east line of said Section 13 to the northerly line of Lookout Lane; thence easterly along the northerly line of said Lookout Lane to a northeasterly corner of Burr Hill Club Unit A, Campton and St. Charles Townships, Kane County, Illinois recorded as Document 2002K079897; thence southerly along an easterly line of said Burr Hill Club Unit A 66.40 feet to an angle in said easterly line; thence southwesterly along a southeasterly line of said Burr Hill Club Unit A 247.82 feet to an angle in said southeasterly line; thence southerly along the east line of said Section 13 to the southeast corner thereof; thence southerly along the east line of Section 24 in said Township 40 North, Range 7 East of the Third Principal Meridian to the northerly line of Lot 1 in Norton Woods, Campton and St. Charles Townships, Kane County, Illinois according to the plat thereof recorded as Document 2009430; thence northwesterly along the northeasterly line of said Lot 1, 32.52 feet to the northwest corner thereof; thence southerly along the westerly line of said Lot 1, 193.94 feet to the southwest corner thereof; thence easterly along the southerly line of said Lot 1, 57.0 feet to the east line of said Section 24; thence southerly along the east line of said Section 24 to the center line of Illinois State Route No. 64; thence southeasterly along the center line of said State Route 89.23 feet to the northeast corner of Unit No. 1, Arbor Creek, Campton and St. Charles Townships, Kane County, Illinois; thence southerly along the easterly line of said Arbor Creek 633.12 feet to an angle in said easterly line; thence southwesterly along a southeasterly line of said Arbor Creek 146.29 feet to an angle in said southeasterly line; thence southerly along the east line of Section 25 in said Township 40 North, Range 7 East of the Third Principal Meridian to the southeast corner of Unit No. 4, Arbor Creek, Campton Township, Kane County, Illinois, according to the plat thereof recorded as Document 92K46315; thence westerly along the southerly line of said Unit No. 4, Arbor Creek 208.33 feet to an angle in said southerly line; thence westerly along the southerly line of said Arbor Creek 168.20 feet to the northeast corner of Lot 6 in Happy Hills, Unit No. 2, Campton Township, Kane County, Illinois; thence southerly along the easterly line of said Happy Hills and the easterly line of Happy Hills, Unit No. 1, Campton Township, Kane County, Illinois 1310.20 feet to the center line of Campton Hills Road; thence westerly along the center line of said Campton Hills Road to the northeast corner of a tract of land described in Document 2003K166273; thence southerly along the easterly line of said tract described in Document 2003K166273 to the south line of the Southeast Quarter of said Section 25; thence westerly along the south line of the Southeast Quarter of said Section 25 to the southwest corner thereof; thence westerly along the south line of the Southwest Quarter of said Section 25, 1010.50 feet to an easterly line of a tract of land described in Document 2002K046042; thence southerly along an easterly line of said tract described in Document 2002K046042, 195.95 feet to an angle in said easterly line; thence westerly along the southerly line of said tract described in Document 2002K046042 to the east line of the West Half of the Northwest Quarter of Section 36 in said Township 40 North, Range 7 East of the Third Principal Meridian; thence southerly along the east line of the West Half of the Northwest Quarter of said Section 36 to the center line of Illinois State Route No. 38; thence westerly along the center line of said Illinois State Route No. 38 to the west line of the East Half of the Northwest Quarter of Section 33 in said Township 40 North, Range 7 East of the Third Principal Meridian; thence northerly along the west line of the East Half of the Northwest Quarter of said Section 33 to the northwest corner thereof; thence westerly along the north line of the Northwest Quarter of said Section 33 to the northwest corner thereof; thence westerly along the south line of Section 29 in said Township 40 North, Range 7 East of the Third Principal Meridian 119.49 feet to a point that is 1199.95 feet easterly of the southwest corner of the East Half of the Southeast Quarter of said

Section 29; thence northerly parallel with the west line of the East Half of the Southeast Quarter of said Section 29, 693.70 feet; thence westerly parallel with the south line of the Southeast Quarter of said Section 29, 1199.95 feet to the west line of the East Half of the Southeast Quarter of said Section 29; thence northerly along the west line of the East Half of the East Half of said Section 29 to the center line of Beith Road; thence southeasterly along the center line of said Beith Road to a point that is 1053.77 feet northwesterly of the point of intersection of said center line with the east line of said Section 29; thence northerly parallel with the west line of the East Half of the Northeast Quarter of said Section 29, 477.24 feet to the northwest corner of a tract of land conveyed by Document 1749062; thence southeasterly parallel with the center line of said Beith Road 618.93 feet to the northwest corner of a tract of land conveyed by Document 1161046; thence easterly along the northerly line of said tract conveyed by Document 1161046, 409.50 feet to the northeast corner thereof; thence southerly along the east line of said Section 29, 626.27 feet to the center line of said Beith Road; thence southeasterly and easterly along the center line of said Beith Road to the east line of the West Half of the Southeast Quarter of Section 28 in said Township 40 North, Range 7 East of the Third Principal Meridian; thence easterly along the center line of said Beith Road 328.35 feet; thence northerly along a line forming an angle of  $90^{\circ}37'$  with the prolongation of the last described course (measured counterclockwise therefrom) 661.60 feet to the south line of the Northeast Quarter of said Section 28; thence easterly along the south line of the Northeast Quarter of said Section 28, 425.80 feet; thence northerly along a line forming an angle of  $89^{\circ}39'$  with the prolongation of the last described course (measured counterclockwise therefrom) 1743.48 feet to the center line of said Campton Hills Road; thence northwesterly along the center line of said Campton Hills Road 5068.75 feet to the west line of Section 21 in said Township 40 North, Range 7 East of the Third Principal Meridian; thence South  $1^{\circ}08'22''$  West along the west line of said Section 21, 564.24 feet to a point that is 386.31 feet North  $1^{\circ}08'22''$  East of the southwest corner of said Section 21; thence North  $89^{\circ}43'08''$  West 1322.92 feet to the center line of Anderson Road; thence northerly along the center line of said Anderson Road to the center line of said Illinois State Route No. 64; thence southeasterly along the center line of said Illinois State Route No. 64 to the northwesterly line extended southwesterly of Lot 29 in Mary Meadow Subdivision, Campton Township, Kane County, Illinois; thence northeasterly along the northwesterly line extended southwesterly of said Lot 29, said northwesterly line and said northwesterly line extended northeasterly 866.10 feet to an angle in the northwesterly line of said Mary Meadow Subdivision; thence northeasterly along a northwesterly line of said Mary Meadow Subdivision 1448.18 feet to the southerly line of the former right of way of the Chicago Great Western Railroad Company; thence easterly and northeasterly along the southerly line of said right of way to the east line of said Section 16; thence northerly along the east line of said Section 16 to the northeast corner thereof; thence westerly along the north line of said Section 16, 371.60 feet to the southwest corner of Unit No. 1, The Knolls, Town of Campton, Kane County, Illinois; thence northerly along the westerly line of said Unit No. 1, The Knolls and along the westerly line of Unit No. 2, The Knolls, Town of Campton, Kane County, Illinois 1901.80 feet to the northwest corner of said Unit No. 2; thence North  $89^{\circ}19'$  East along the northerly line of said Unit No. 2, The Knolls 1095.60 feet to the northwest corner of Lot 15 in said Unit No. 2, The Knolls; thence North  $12^{\circ}50'36''$  East along the westerly line extended of said Lot 15, 60.0 feet; thence North  $82^{\circ}01'16''$  East 290.39 feet to a point on the easterly line extended northerly of said Lot 15 that is 95.22 feet North  $0^{\circ}34'$  East of the northeast corner of said Lot 15; thence northerly along the

easterly line extended of said Unit No. 2, The Knolls 646.60 feet to the south line extended easterly of Lot 7 as shown on the plat of Somerset, Campton Township, Kane County, Illinois recorded as Document 92K94813; thence westerly along the south line extended and the south line of said Lot 7 in Somerset to the southwest corner of said Somerset; thence northerly along the westerly line of said Somerset 2383.59 feet to the center line of said Burlington Road; thence northwesterly along the center line of said Burlington Road to the center line of said Silver Glen Road; thence westerly along the center line of said Silver Glen Road to the southwest corner of Evening Prairie Subdivision, Unit No. 1, Campton Township, Kane County, Illinois recorded as Document 1284708; thence northerly along a westerly line of said Evening Prairie Subdivision 651.66 feet to an angle in said westerly line; thence westerly along a southerly line of said Evening Prairie Subdivision, Unit No. 1 and along the southerly line of Evening Prairie Subdivision, Unit No. 3, Campton Township, Kane County, Illinois recorded as Document 93K01011, 537.05 feet to the east line of the Southwest Quarter of said Section 4; thence northerly along the east line of the Southwest Quarter of said Section 4 to the northeast corner thereof; thence westerly along the north line of the Southwest Quarter of said Section 4 to the center line of said Burlington Road; thence northwesterly along the center line of said Burlington Road to the northwest corner of a tract of land in the Northeast Quarter of Section 31 in said Township 41 North, Range 7 East of the Third Principal Meridian conveyed by Document 2005K006783; thence easterly along a northerly line of said tract conveyed by Document 2005K006783 to the west line of said Section 32; thence northerly along the west line of said Section 32 to the point of beginning;

excepting therefrom

that part thereof described as follows: Commencing at the northeast corner of the Southwest Quarter of Section 34 in said Township 41 North, Range 7 East of the Third Principal Meridian; thence westerly along the north line of the Southwest Quarter of said Section 34, 25.73 chains for a point of beginning; thence westerly along the north line of the Southwest Quarter of said Section 34 and the north line of the South Half of Section 33 in said Township 41 North, Range 7 East of the Third Principal Meridian to the northwest corner of the East Half of the Southwest Quarter of said Section 33; thence southerly along the west line of the East Half of the Southwest Quarter of said Section 33, 23.15 chains to the center line of McDonald Road; thence southeasterly and easterly along the center line of said McDonald Road to the west line of the Southwest Quarter of Section 34 in said Township 41 North, Range 7 East of the Third Principal Meridian; thence North 82°10' East along the center line of said McDonald Road 14.30 chains to a line drawn South 0°15' West from the point of beginning; thence North 0°15' East 21.95 chains to the point of beginning;

also excepting therefrom

that part thereof described as follows: Commencing at the northeast corner of the Northeast Quarter of Section 33 in said Township 41 North, Range 7 East of the Third Principal Meridian; thence southerly along the east line of the Northeast Quarter of said Section 33, 1½ rods for a point of beginning; thence South 85°20'00" West along the center line of Lenz Road 735.04 feet to the center line of Dittman Road; thence South 7° West along the center line of said Dittman Road 1749.8 feet; thence easterly 920.42 feet to a point on the east line of the Northeast Quarter of said Section 33 that is 1720.17 feet southerly of the point of beginning; thence northerly along the east line of the Northeast Quarter of said Section 33, 1720.17 feet to the point of beginning;

and also excepting therefrom

that part of Sections 22 and 23 in said Township 40 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the southeast corner of the Southeast Quarter of said Section 22; thence north along the east line of said Southeast Quarter 692.86 feet to the northwest corner of Bridle Creek Estates, Campton Township, Kane County, Illinois for a point of beginning; thence North  $89^{\circ}10'53''$  East along the northerly line of said Bridle Creek Estates to the east line of the Southwest Quarter of said Section 23; thence northerly along the east line of said Southwest Quarter 1598.58 feet to a point that is 360.0 feet southerly of the northeast corner of said Southwest Quarter; thence westerly parallel with the north line of said Southwest Quarter 605.0 feet; thence northerly parallel with the east line of said Southwest Quarter 360.0 feet to the north line of said Southwest Quarter; thence westerly along said north line and along the north line of the South Half of said Section 22 to a point that is 150.0 feet westerly of the southeast corner of the Northwest Quarter of said Section 22; thence northerly parallel with the east line of said Northwest Quarter to the center line of Illinois State Route No. 64; thence southwesterly and westerly along said center line to the west line of the East Half of the West Half of said Section 22; thence southerly along said west line to the southwest corner of the Northeast Quarter of the Southwest Quarter of said Section 22; thence easterly along the south line of the Northeast Quarter of the Southwest Quarter of said Section 22 to the southeast corner thereof; thence southerly along the west line of the Southeast Quarter of said Section 22 to the southwest corner thereof; thence easterly along the south line of said Southeast Quarter to the southeast corner of the Southwest Quarter of said Southeast Quarter; thence North  $0^{\circ}01'55''$  East along the east line of the Southwest Quarter of said Southeast Quarter 330.0 feet to a line drawn South  $89^{\circ}30'$  West from a point on the east line of said Southeast Quarter that is 330.0 feet northerly of the southeast corner thereof; thence North  $89^{\circ}30'$  East 643.36 feet to a point that is 700.0 feet South  $89^{\circ}30'$  West of the east line of said Southeast Quarter; thence North  $0^{\circ}30'$  West at right angles to the last described course 220.0 feet; thence North  $70^{\circ}12'05''$  East 427.18 feet to a point on the northerly line extended of said Bridle Creek Estates that is 300.0 feet South  $89^{\circ}10'53''$  West of the point of beginning; thence North  $89^{\circ}10'53''$  East along said northerly line extended 300.0 feet to the point of beginning;

together with

that part of Illinois State Routes No. 38, 47 and 64, Burlington Road, McDonald Road, Connors Road, Kendall Road, Dittman Road, Lenz Road, Lilly Street, Muirhead Road, Crawford Road, Corron Road, Silver Glen Road, Bolcum Road, Anderson Road, Beith Road, Campton Hills Road, Empire Road, LaFox Road and Town Hall Road lying adjacent to and adjoining the above described property but excepting from all of the foregoing any part thereof lying within the corporate limits of the Cities of St. Charles and Elgin, in Plato, Elgin, Campton and St. Charles Townships, Kane County, Illinois,

EXCEPTING FROM THE FOREGOING LEGAL DESCRIPTION ALL THAT PART THEREOF NOT WITHIN PLATO TOWNSHIP AND THAT PART OF MCDONALD ROAD AND DITTMAN ROAD LOCATED IN PLATO TOWNSHIP DESCRIBED IN/AND OR SHOWN ON THE MAP IN THE CJR AND CARTEE DISCONNECTION PETITIONS.

EXHIBIT 'B'  
CAMPTON TOWNSHIP HIGHWAY DISTRICT

Fees charged to Village of Campton Hills – Plato Township Roads  
05/01/09 through 04/30/10

SNOW PLOWING

\$152.00 per hour at normal work rate (A)  
\$172.00 per hour at time and a half (overtime)  
\$192.00 per hour at double time (holidays and Sundays)  
Additional \$70.00 prep fee per snow incident  
Additional \$50.00 per hour for Wing truck, if needed  
Additional billing for salt and chloride billed at cost

(A) Consists of \$100 for regular plow truck; \$40 driver; \$12 diesel fuel subject to fuel surcharge if fuel exceeds \$5.00 per gallon)

*\*See Exhibit 'C' between Campton Township Highway District and Plato Township Highway District*

MOWING OF DITCHES

\$50.00 per hour per man (includes equipment cost of tractor and fuel)

TREE TRIMMING/ TREE REMOVAL/FALLEN TREE

\$40.00 per hour per man  
\$150.00 per hour (chipper, saw blades, chainsaws, and truck - includes fuel cost)

COLD PATCH OF POT HOLES

\$40.00 per hour per man  
Actual cost, not to exceed a total of \$75.00 for transportation fee per incident for 1-ton truck (includes fuel)  
Additional cost of materials will be added

SIGNS

\$40.00 per hour per man  
Actual cost, not to exceed a total of \$50.00 for transportation fee per incident for F250 pickup truck (includes fuel)  
Additional cost of sign and post

PICK UP & DISPOSAL OF DEAD ANIMALS

\$50 per incident

SPECIAL PROJECTS

Time and material to be determined per project

ADMINISTRATION EXPENSE (Billing)

\$50 per month

**EXHIBIT 'C'**  
**INTERGOVERNMENTAL AGREEMENT BETWEEN**  
**CAMPTON TOWNSHIP HIGHWAY DISTRICT AND**  
**PLATO TOWNSHIP HIGHWAY DISTRICT RELATIVE TO**  
**SNOW PLOWING AND ICE CONTROL OF ROADS WITHIN PLATO TOWNSHIP**

This Agreement is made this 25<sup>th</sup> day of August, 2008, by and between the Campton Township Highway District and the Plato Township Highway District.

The Village of Campton Hills has entered into an Intergovernmental Agreement to have Campton Township Highway District maintain roads within their jurisdiction located in Plato Township. In turn, Campton Township Highway District cooperates with the Plato Township Highway District to divide up the responsibilities in the most efficient method to provide snow removal and ice control.

Snow removal and ice control will be provided on the following road by the Campton Township Highway District:

- 1) McDonald Rd from Burlington Rd west 1.2 miles

Snow removal and ice control will be provided by the Plato Township Highway District on the following road in exchange for the snow removal and ice control by the Campton Township Highway District for McDonald Rd. from Burlington Rd. west 1.2 miles:

- 1) Lenz Road from Dittman to Crawford

The following +/- 1 mile of road maintained by the Plato Township Highway District for snow removal and ice control in exchange for approximately 2 semi-loads (44-46 Tons) of salt provided by the Campton Township Highway District:

- 1) Crawford Road from Lenz Road south to Elgin's boundary,

The Highway Districts will be responsible for insurance coverage or Risk Management Coverage for their respective liabilities as set forth in the Illinois Statutes and include each other as an additional party insured. The Plato Township Highway District will also include the Village of Campton Hills as an additional party insured. The proof of coverage shall be attached as Exhibit A to this agreement.

The Campton Township Highway District shall defend, indemnify and hold harmless the Plato Township Highway Commissioner and employees resulting solely from the negligence, malfeasance, misfeasance of the District or its employees in the performance or non-performance of any act pursuant to this agreement; or from any claim by an employee, agent or subcontract of the District. Likewise, the Plato Township Highway District shall defend, indemnify and hold harmless the Campton Township Highway Commissioner and employees resulting solely from the negligence, malfeasance, misfeasance of the District or its employees in the performance or

non-performance of any act pursuant to this agreement; or from any claim by an employee, agent or subcontract of the District.

If the jurisdiction changes during this agreement because parcels within Plato Township are disconnected from the Village of Campton Hills, the Campton Township Highway District shall receive credit (i.e. less salt towards snow and ice control) for that portion of the roads that are no longer within the Village since the Village of Campton Hills will no longer have any responsibility for payment to the Campton Township Highway District for snow removal services.

This agreement shall remain in full force and effect from the date first above written through April 30, 2009.

Agreement signed on August 25th, 2008.

Agreement signed on August 25, 2008.

District Highway Commissioner  
Campton Township Highway District

District Highway Commissioner  
Plato Township Highway District

By: \_\_\_\_\_  
Sam Gallucci  
Campton Township Highway Commissioner

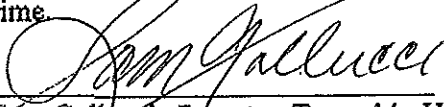
By: \_\_\_\_\_  
Joe Hulke  
Plato Township Highway Commissioner

Attest:

By: \_\_\_\_\_  
Julia Glas  
Deputy Clerk

July 7, 2009

This letter is to confirm that the Campton Township Highway District agrees to extend the Intergovernmental Agreement with the Village of Campton Hills adopted on August 27, 2008, be extended and remain in effect for the period ending April 30, 2010, subject to changes in charges pursuant to amended Exhibit B attached and subject to changes in the legal description of the Village to reflect disconnections and annexations from time to time.



Sam Gallucci, Campton Township Highway District Commissioner