ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve St. Charles/Wayne Boundary Line Agreement
Presenter:	Rita Tungare/Mark Koenen

Please check appropriate box:

	Government Operations	X	Government Services 01.24.11
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	NA	Budgeted:	YES		NO	

If NO, please explain how item will be funded:

Executive Summary:

In 1989, the Village of Wayne and City of St. Charles entered into a boundary line agreement. This agreement expired in February 2009. Over the past few months, legal counsel for both Wayne and St. Charles have worked on preparing and reviewing the agreement. The revised agreement being presented is for the most part unchanged. The legal description has been updated to reflect annexations and exceptions to certain parcels that fall within different jurisdictions but are under single ownership. Additionally the agreement now includes better and more accurate information in describing the location of the line.

Before the St. Charles City Council or Wayne Village Board can take action on the agreement, both communities need to hold a Public Hearing. Wayne's hearing is scheduled for February 1 and St. Charles will hold a hearing on February 7. Legal notices for the hearings have been published.

Attachments: *(please list)*

One copy each of the publication regarding the Public Hearing and the Boundary Line Agreement with attachments

Recommendation / Suggested Action *(briefly explain)*:

Staff recommends the Committee approve the agreement subject to any comments which may be received at the City's Public Hearing.

For office use only:	*Agenda Item Number: 4.a*

CITY OF ST. CHARLES AND VILLAGE OF WAYNE

NOTICE OF PROPOSED BOUNDARY AGREEMENT

This Notice is being given for the purpose of advising all interested persons that the corporate authorities of the City of St. Charles and the Village of Wayne are contemplating entering in to a boundary line agreement, pursuant to the provisions of 65 ILCS 5/11-12-9.

The City of St. Charles will consider the adoption of an ordinance approving such agreement at the regularly scheduled meeting of the City Council of the City of St. Charles to be held February 7, 2011, at the St. Charles City Hall, 2 E. Main Street, St. Charles, Illinois, or at any subsequent City Council meeting.

The Village of Wayne will consider the adoption of an ordinance approving such agreement at the regularly scheduled meeting of the President and Board of Trustees of the Village of Wayne to be held February 1, 2011, at the Wayne Village Hall, 5N430 Railroad Street, Wayne, Illinois, or at any subsequent Village Board meeting.

A copy of the proposed agreement is available for examination at the office of the City Clerk of the City of St. Charles, 2 E. Main Street, St. Charles, Illinois and at the office of the Village Clerk of the Village of Wayne, 5N430 Railroad Street, Wayne, Illinois. The proposed agreement may be changed, altered, modified, amended or redrafted in its entirety before or after either the City of St. Charles City Council meeting or the Village of Wayne Village Board meeting.

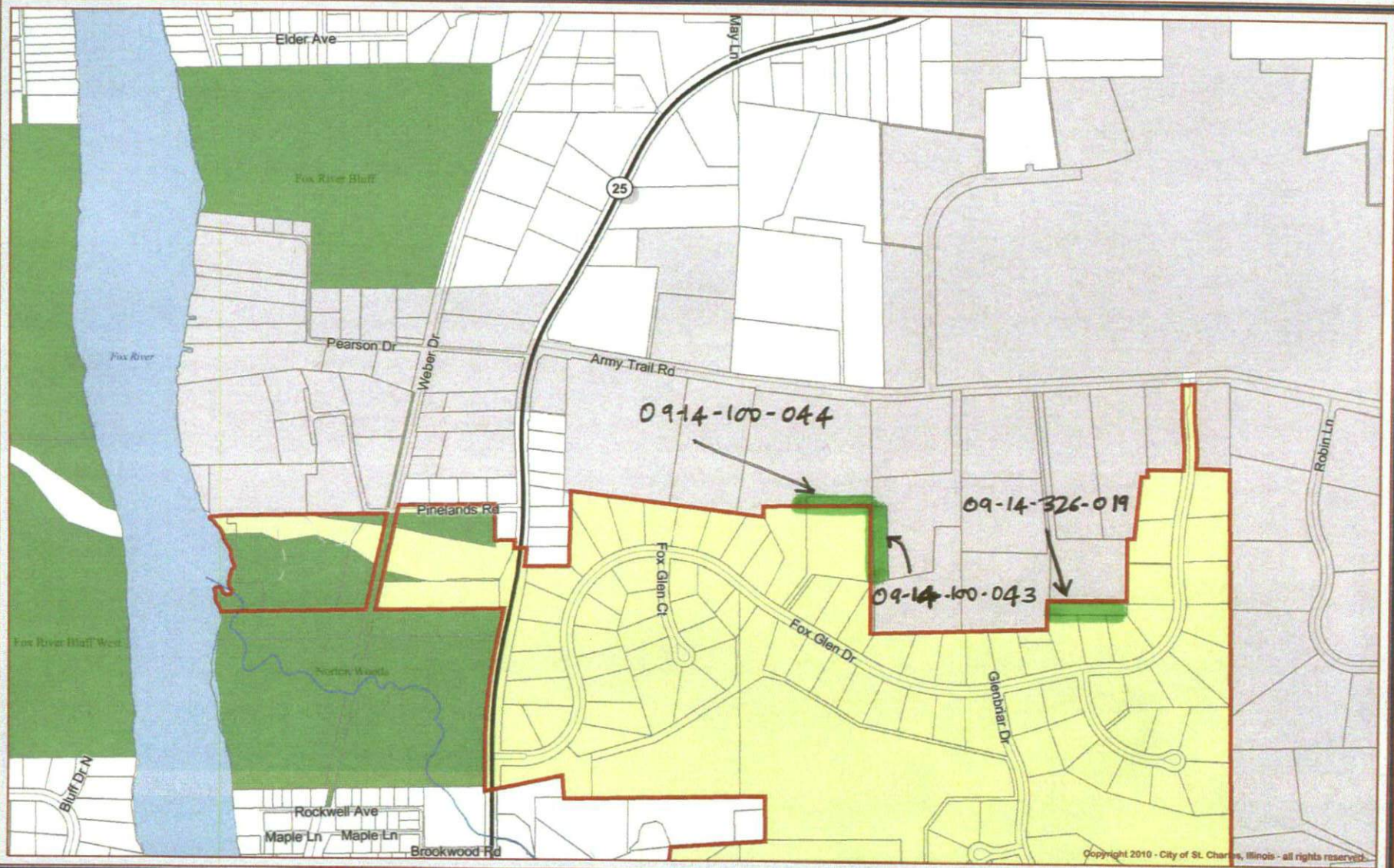
Nancy Garrison, St. Charles City Clerk
Patricia Engstrom, Wayne Village Clerk

Published in the *Kane County Chronicle* – December 31, 2010.

City of St. Charles, Illinois
Two East Main Street St. Charles, IL 60174-1981
Phone: 630-377-4400 Fax: 630-377-4440 - www.stcharlesil.gov

Precision GIS

DONALD P. DEWITTE Mayor
BRIAN TOWNSEND City Administrator



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Data Source:
City of St. Charles, Illinois
Kane County, Illinois
Dupage County, Illinois

Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983

0 350 700 ft.

EXCEPTIONS PER SECTION 7 OF
BOUNDARY LINE AGREEMENT

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JURISDICTIONAL BOUNDARY LINE AGREEMENT BETWEEN THE CITY OF ST. CHARLES AND THE VILLAGE OF WAYNE, ILLINOIS

THIS AGREEMENT, made this ___ day of _____, 2011, by and between the CITY OF ST. CHARLES, Kane and DuPage Counties, Illinois ("St. Charles") and the VILLAGE OF WAYNE, Kane and DuPage Counties, Illinois ("Wayne"), sometimes also referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, St. Charles and Wayne are "units of local government" as defined by Article VII, Section 1, of the Constitution of the State of Illinois of 1970; and

WHEREAS, units of local government are enabled by Article VII, Section 10 of the Constitution of the State of Illinois of 1970 to enter into agreements among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, (5 ILCS 220/1 et set.), authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings; and

WHEREAS, Section 11-12-9 of the Illinois Municipal Code (65 ILCS 5/11-12-9) authorizes the corporate authorities of municipalities that have adopted official plans to agree upon boundaries for the exercise of their respective jurisdictions within unincorporated territory that lies within one and one-half miles of the boundaries of such municipalities; and

WHEREAS, unincorporated territory lies within one and one-half miles of the boundaries of St. Charles and Wayne; and

WHEREAS, St. Charles adopted an official plan by Ordinance No. 1980-M-16 dated April 7, 1980 and subsequently amended the same by Ordinance No. 1982-M-29 dated May 3, 1982, Ordinance No. 1982-M-59 dated October 18, 1982, Ordinance No. 1987-M-87 dated November 2, 1987 and Ordinance No. 1987-M-88 dated November 2, 1987; Ordinance No.1990-M-89 dated November 5, 1990, Ordinance No. 1991-M-38 dated June 3, 1991, Ordinance No. 1991-M-43 dated June 17, 1991, Ordinance No. 1996-M-32 dated May 6, 1996, Ordinance No. 1997-M-106 dated September 15, 1997, Ordinance No. 1998-M-105 dated December 7, 1998, Ordinance No. 1999-M-3 dated January 4, 1999, Ordinance No. 2002-M-96 dated December 2, 2002, Ordinance 2003-M-67 dated July 7, 2003, Ordinance No. 2003-M-64 dated July 7, 2003, Ordinance No. 2008-M-9 dated January 7, 2008; and

WHEREAS, Wayne adopted an official plan by Ordinance No. 84-1 dated January 9, 1984 and subsequently amended same by Ordinance No. 05-31, dated September 20, 2005; and

WHEREAS, St. Charles and Wayne recognize that the territory lying between their present municipal boundaries is an area in which problems related to land development including open space preservation, flood control, population density, provision of public services and ecological and economic impact and are increasing in number and complexity; and

WHEREAS, St. Charles and Wayne and their respective citizens are vitally affected by said problems, and efforts to solve them and provide for the public health, safety, welfare and prosperity of the inhabitants of said municipalities will be enhanced by mutual action and intergovernmental cooperation; and

WHEREAS, St. Charles and Wayne recognize the need and desirability to provide for logical future municipal boundaries and areas of municipal authority between their respective corporate limits in order to plan effectively and efficiently for growth management and potential development between their communities; and

WHEREAS, St. Charles and Wayne, after due investigation and consideration, have determined to enter into an agreement providing for the establishment of a boundary for their respective jurisdictions in the unincorporated territory lying between and near their boundaries; and

WHEREAS, St. Charles and Wayne have determined that the observance of the boundary line in future annexations by either municipality will serve the best interests of both municipalities; and

WHEREAS, in arriving at this Agreement, St. Charles and Wayne have given consideration to the natural flow of stormwater drainage and, when practical, have included all of a single tract of land having common ownership within the jurisdiction of only one municipality; and

WHEREAS, St. Charles and Wayne each have authorized, by ordinance, the execution of this Agreement as an exercise of their intergovernmental cooperation authority under the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act, and their authority to enter into jurisdictional boundary agreements pursuant to Section 11-12-9 of the Illinois Municipal Code (65 ILCS 5/11-12-9); and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter contained, the adequacy and sufficiency of which the parties hereto stipulate, St. Charles and Wayne agree as follows:

Section 1. Incorporation of Recitals. The recitals set forth in the preamble hereto are incorporated herein by reference as substantive provisions of this Agreement.

Section 2. Jurisdictional Boundary Line. Subject to the provisions of Sections 7 and 9 hereof, the boundary line between St. Charles and Wayne for the purpose of establishing their respective jurisdictions for land use planning, zoning, subdivision control and annexation of

unincorporated territory, all as hereinafter provided, shall be as depicted upon the map attached hereto as Exhibit "A" and made a part hereof and as legally described on Exhibit "B" attached hereto and made a part hereof.

(a) The St. Charles Jurisdictional Area.

Except as otherwise provided herein or upon subsequent joint written agreement, duly authorized by the corporate authorities of the Parties, Wayne hereby agrees that it will not act to annex or exercise any zoning, planning or subdivision control or authority west of a north-south portion of the Boundary Line at its easterly-most part as depicted on Exhibit A; south of the next portion of the Boundary Line to the west extending primarily east and west; east of the next portion of the Boundary Line to the west, extending primarily north and south; south of the next portion of the Boundary Line to the west, extending primarily east and west; west of the next portion of the Boundary Line to the north, extending primarily north and south; south of the next portion of the Boundary Line to the west, extending primarily east and west; west of the next portion of the Boundary Line to the north, extending primarily north and south; north of the next portion of the Boundary Line to the east, extending primarily east and west; and west of the next portion of the Boundary Line to the north, extending primarily north and south all as shown on Exhibit "A (the "St. Charles Jurisdictional Area").

The St. Charles Jurisdictional Area, together with all territory located within the corporate limits of St. Charles from time to time, shall be within the St. Charles Territory ("St. Charles Territory").

(b) The Wayne Jurisdictional Area.

Except as otherwise provided herein or upon subsequent joint written agreement, duly authorized by the corporate authorities of the Parties, St. Charles hereby agrees that it will not act to annex or exercise any zoning, planning or subdivision control or authority east of a north-south portion of the Boundary Line at its easterly-most part as depicted on Exhibit A; north of the next portion of the Boundary Line to the west extending primarily east and west; west of the next portion of the Boundary Line to the west, extending primarily north and south; north of the next portion of the Boundary Line to the west, extending primarily east and west; east of the next portion of the Boundary Line to the north, extending primarily north and south; north of the next portion of the Boundary Line to the west, extending primarily east and west; east of the next portion of the Boundary Line to the north, extending primarily north and south; south of the next portion of the Boundary Line to the east, extending primarily east and west; and east of the next portion of the Boundary Line to the north, extending primarily north and south all as shown on Exhibit "A" (the "Wayne Jurisdictional Area").

The Wayne Jurisdictional Area, together with all territory located within the corporate limits of Wayne from time to time, shall be within the Wayne Territory ("Wayne Territory"). To the extent that there is any conflict between Exhibit A (the map) and Exhibit B (the legal description), Exhibit B shall control.

Section 3. Exercise of Authority. St. Charles agrees that it shall not exercise or attempt to exercise or enforce any land use planning, zoning authority or subdivision control authority within the Wayne Jurisdictional Area. Wayne agrees that it shall not exercise or attempt to exercise or enforce any land use planning, zoning authority or subdivision control authority within the St. Charles Jurisdictional Area.

Section 4. Statutory Zoning Objections. This Agreement shall not be construed to limit or adversely affect the right of either municipality to file a statutory objection to proposed rezonings within one and one-half mile of its corporate limits.

Section 5. Annexation. Both St. Charles and Wayne acknowledge that it is not in their respective best interests to engage in disputes with respect to the annexation of territory. The boundary line established pursuant to this Agreement was carefully studied and considered with respect to those matters heretofore set out in the recitals to this Agreement. Therefore, each municipality agrees not to annex any territory which is located in the other municipality's Territory.

St. Charles and Wayne also agree to take all reasonable and appropriate actions to oppose any involuntary or court-controlled annexation proceedings that propose to annex territory within either municipality's Territory in a manner inconsistent with this Agreement. In addition, St. Charles and Wayne each hereby agree that it waives any right to challenge or otherwise contest the validity of any annexation the other municipality has effected, is effecting, or will effect in the future for territory located within such other municipality's Territory. St. Charles and Wayne

further agree not to solicit or otherwise make any requests, formal or informal, to any third party for that third party to encourage the disconnection from the other municipality of land within the other municipality's Territory or to challenge the validity of the other municipality's past, current, or future annexations within such other municipality's Territory.

Section 6. General Implementation. The parties hereto agree to cooperate to the fullest extent possible and take all steps reasonably practicable, to achieve any appropriate modification of the postal service boundary, the CMAP and Illinois EPA Facilities Planning Area, and the Emergency 911 telephone service area, to conform to the boundary defined under this Agreement.

Section 7. Exception with Respect to Certain Parcels. Notwithstanding any other provision of this Agreement to the contrary, the Parties recognize that there exist situations where multiple parcels of property are under single ownership; one parcel of which is improved with a single family residence and is located within the corporate limits of one Party while the other adjacent vacant and unimproved parcel is located within the corporate limits of the other Party. In cases where the vacant and unimproved parcel is unbuildable within the corporate limits of the Party wherein it is located, and the owner of that vacant and unimproved parcel wishes to disconnect that parcel and annex it into the corporate limits of the other Party within whose corporate limits said owner's principal residence is already located, the Parties agree that said owner may request that the Parties facilitate the disconnection and annexation of the vacant and unimproved parcel in accordance with 65 ILCS 5/7-1-24 or 65 ILCS 5/7-1-25 as the case might be. If the Parties concur that such disconnection and annexation should occur, each Party will adopt such ordinances and otherwise comply with the requirements of the statute as may be necessary to facilitate the disconnection and annexation. In each case, the Parties shall cause an amendment to this Agreement together with amended Exhibits "A" and "B" to be recorded in the

Office of the Recorder of Deeds for the County in which said property is located.

The provisions of this Section 7 shall be applicable only to the following parcels of property: PIN #s 09-14-100-044, 09-14-100-043 and 09-14-326-019.

Section 8. Binding Effect. This Agreement shall be binding upon and shall apply only to the legal relationship between St. Charles and Wayne. Nothing herein shall be used or construed to affect, support, bind or invalidate any claims of either St. Charles and/or Wayne insofar as such claims shall affect any entity which is not a party to this Agreement.

Section 9. Amendment. Neither St. Charles nor Wayne shall directly or indirectly seek any modification of this Agreement through court action and this Agreement shall remain in full force and effect until amended or changed in writing by the mutual agreement of both St. Charles and Wayne.

Section 10. Partial Invalidity. If any provisions of this Agreement shall be declared invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provisions and to this end, the provisions of this Agreement are deemed to be separable.

Section 11. Notice and Service. Any notice hereunder from either party hereto to the other party shall be in writing and shall be served by personal service or registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to St. Charles:	City of St. Charles 2 East Main Street St. Charles, Illinois 60174 Attn: City Administrator
If to Wayne:	Village of Wayne P.O. Box 432 5N430 Railroad Street Wayne, Illinois 60184 Attn: Village President

or to such persons or entities and at such address as either party may from time to time designate by notice to the other party. Notice shall be deemed received on the third business day following deposit in the U.S. Mail in accordance with this Section.

Section 12. Term. This Agreement shall be in full force and effect for a period of twenty (20) years from and after the date hereof. The term of this Agreement may be extended, renewed or revised at the end of this initial term or any extended term thereof by further agreement of St. Charles and Wayne.

Section 13. Captions and Headings. The captions and headings hereof are for convenience only and shall not be used to interpret this Agreement.

Section 14. Illinois Law. This Agreement shall be construed in accordance with the laws of the State of Illinois.

Section 15. Execution of Agreement, Recordation. Each municipality shall authorize the execution of this Agreement by an ordinance duly passed and approved. Certified copies of such ordinances and of this Agreement shall be recorded with the Recorders for both Kane and DuPage Counties.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

CITY OF ST. CHARLES

By:_____
Donald P. DeWitte, Mayor

ATTEST:

_____
Nancy Garrison, City Clerk

VILLAGE OF WAYNE

By:_____
Eileen Phipps, Village President

ATTEST:

_____
Patricia Engstrom, Village Clerk

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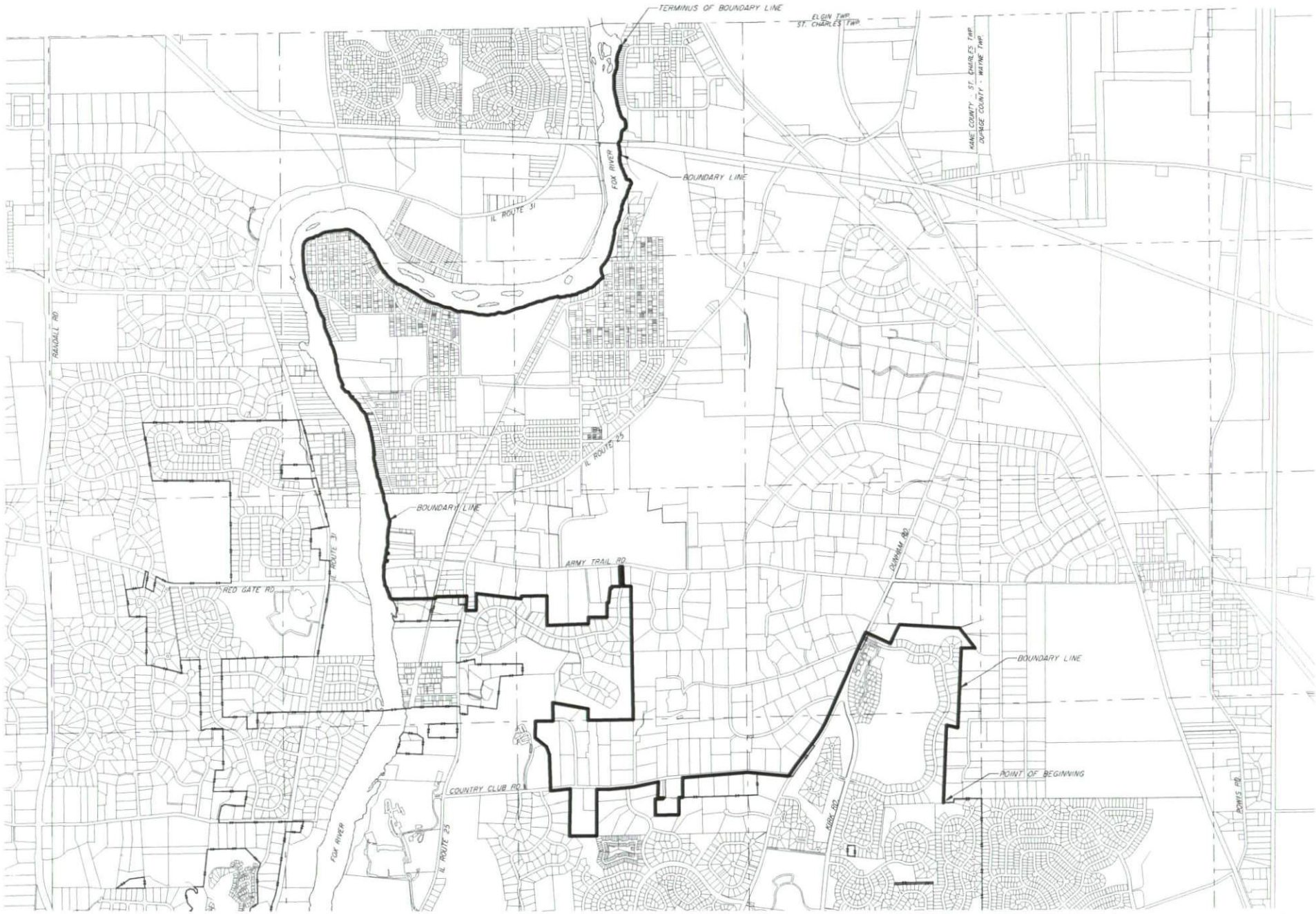
EXHIBIT A

MAP



DATE: 1/10/2011
SCALE: NONE

EXHIBIT B

LEGAL DESCRIPTION
ST. CHARLES/WAYNE BOUNDARY LINE

A LINE THAT TRAVERSES AND RUNS THROUGH TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN KANE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS;

THENCE WESTERLY ALONG THE SOUTH LINE OF SAID QUARTER TO THE CENTERLINE OF POWIS ROAD;

THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID CENTERLINE TO THE WESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY;

THENCE NORTH 19 DEGREES 25 MINUTES 53 SECONDS WEST ALONG SAID WESTERLY LINE TO A POINT THAT IS 473.38 FEET NORTHWESTERLY OF THE SOUTH LINE (MEASURED ALONG SAID WESTERLY LINE) OF THE NORTHEAST QUARTER OF SECTION 19 IN THE TOWNSHIP AND RANGE AFORESAID;

THENCE WESTERLY ALONG A GENERAL LINE OF OCCUPATION TO THE SOUTHEAST CORNER OF HONEY HILL EAST, WAYNE, DUPAGE COUNTY, ILLINOIS;

THENCE WESTERLY ALONG THE SOUTH LINE OF SAID HONEY HILL EAST AND ALONG THE SOUTH LINE OF HONEY HILL, WAYNE, KANE AND DUPAGE COUNTIES, ILLINOIS 1519.69 FEET TO AN ANGLE IN THE SOUTH LINE OF SAID HONEY HILL;

THENCE CONTINUING WESTERLY ALONG A SOUTH LINE OF SAID HONEY HILL 624.61 FEET TO AN ANGLE IN SAID SOUTH LINE;

THENCE SOUTHERLY ALONG AN EAST LINE OF SAID HONEY HILL 76.50 FEET TO AN ANGLE IN SAID EAST LINE;

THENCE WESTERLY ALONG A SOUTH LINE OF SAID HONEY HILL 227.25 FEET TO A SOUTHWEST CORNER OF SAID HONEY HILL FOR THE POINT OF BEGINNING OF SAID LINE;

THENCE NORTHERLY ALONG A WESTERLY LINE OF SAID HONEY HILL 1779.87 FEET TO AN ANGLE IN SAID WESTERLY LINE;

THENCE SOUTHEASTERLY ALONG A NORTHEASTERLY LINE OF SAID HONEY HILL 261.24 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE;

THENCE NORTHERLY ALONG A WESTERLY LINE OF SAID HONEY HILL 1833.44 FEET TO AN ANGLE IN SAID WESTERLY LINE;

THENCE EASTERLY ALONG A NORTHERLY LINE OF SAID HONEY HILL 300.0 FEET TO AN ANGLE IN SAID NORTHERLY LINE, THENCE NORTH 37 DEGREES 14 MINUTES WEST ALONG A SOUTHWESTERLY LINE OF SAID HONEY HILL 584.88 FEET TO A WESTERLY CORNER OF SAID HONEY HILL, SAID WESTERLY CORNER ALSO BEING THE NORTHEASTERLY CORNER OF LOT 2 IN THE ASSESSMENT PLAT OF LOT 201 IN THE ROYAL FOX;

THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF LOT 2 IN THE ASSESSMENT PLAT OF LOT 201 IN THE ROYAL FOX TO THE NORTHWESTERLY CORNER OF SAID LOT 2 THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 2 TO THE NORTHEASTERLY CORNER OF LOT 1 IN SAID ASSESSMENT PLAT OF LOT 201 IN THE ROYAL FOX; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 1 TO THE NORTHWESTERLY LINE OF DUNHAM ROAD;

THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE TO THE SOUTHERLY LINE OF COUNTRY CLUB ROAD;

THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID COUNTRY CLUB ROAD TO THE WEST LINE OF LOT 4 IN DELNOR PARK - ADDITION FOUR, ST. CHARLES - KANE COUNTY - ILLINOIS;

THENCE SOUTHERLY ALONG SAID WEST LINE TO THE NORTH LINE OF LOT 9 IN AINTREE SUBDIVISION, ST. CHARLES, KANE COUNTY, ILLINOIS;

THENCE WESTERLY ALONG SAID NORTH LINE TO THE NORTHWEST CORNER OF SAID LOT 9;

THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 9, 388.0 FEET TO AN ANGLE IN SAID WEST LINE;

THENCE WESTERLY ALONG A NORTH LINE OF SAID AINTREE SUBDIVISION 540.20 FEET TO AN ANGLE IN SAID NORTH LINE;

THENCE NORTHERLY ALONG AN EAST LINE OF SAID AINTREE SUBDIVISION 363.0 FEET TO AN ANGLE IN SAID EAST LINE;

THENCE EASTERLY ALONG A SOUTH LINE OF SAID AINTREE SUBDIVISION 167.70 FEET TO AN ANGLE IN SAID SOUTH LINE;

THENCE NORTHEASTERLY ALONG A SOUTHEASTERLY LINE OF SAID AINTREE SUBDIVISION 35.46 FEET TO AN ANGLE IN SAID SOUTHEASTERLY LINE;

THENCE WESTERLY ALONG A NORTH LINE OF SAID AINTREE SUBDIVISION 139.30 FEET TO AN ANGLE IN SAID NORTH LINE;

THENCE NORTHERLY ALONG AN EASTERLY LINE OF SAID AINTREE SUBDIVISION 380.74 FEET TO THE SOUTHERLY LINE OF SAID COUNTRY CLUB ROAD;

THENCE WESTERLY ALONG SAID SOUTHERLY LINE 673.95 FEET TO THE EAST LINE OF AINTREE ROAD;

THENCE CONTINUING WESTERLY ALONG SAID SOUTHERLY LINE OF COUNTRY CLUB ROAD TO THE NORTHWEST CORNER OF LOT 1 IN SAID AINTREE SUBDIVISION;

THENCE SOUTHERLY ALONG A WEST LINE OF SAID AINTREE TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN;

THENCE WESTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER TO THE SOUTHEAST CORNER OF LOT 4 IN PERSIMMON WOODS, ST. CHARLES, KANE COUNTY, ILLINOIS;

THENCE NORTHERLY ALONG AN EAST LINE OF SAID PERSIMMON WOODS TO THE SOUTH LINE OF SAID COUNTRY CLUB ROAD;

THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF COUNTRY CLUB SUBDIVISION;

THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION AND THE EASTERLY LINE OF SAID COUNTRY CLUB SUBDIVISION TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23;

THENCE EASTERLY ALONG SAID NORTH LINE TO A SOUTHWEST CORNER OF SAWMILL TRAIL SUBDIVISION, TOWNSHIP OF ST. CHARLES, KANE COUNTY, ILLINOIS;

THENCE NORTHERLY ALONG A WEST LINE OF SAID SAWMILL TRAIL SUBDIVISION 424.41 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION;

THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID SUBDIVISION 824.04 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;

THENCE SOUTHERLY ALONG AN EAST LINE OF SAID SUBDIVISION 264.0 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23;

THENCE EASTERLY ALONG SAID NORTH LINE, BEING ALSO THE SOUTH LINE OF THE WEST HALF OF SECTION 14 IN SAID TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN 1014.24 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF;

THENCE NORTHERLY ALONG THE EAST LINE OF SAID WEST HALF 1551.78 FEET TO THE SOUTHWEST CORNER OF WAYNE WEST ESTATES, ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS;

THENCE NORTH 0 DEGREE 29 MINUTES WEST ALONG THE WEST LINE OF SAID WAYNE WEST ESTATES 1502.17 FEET TO THE SOUTHEAST CORNER OF LOT 1 IN THE WOODS OF FOX GLEN OF WAYNE SUBDIVISION;

THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 1 185.6 FEET TO A POINT ON A CURVE (BEING THE EASTERLY RIGHT-OF-WAY LINE OF FOX GLEN DRIVE);

THENCE NORTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1233.0 FEET, THE CENTER OF WHICH BEARS NORTH 86 DEGREES 6 MINUTES 1 SECOND WEST FROM THE LAST DESCRIBED POINT, AN ARC DISTANCE OF 213.25 FEET TO A POINT OF REVERSE CURVE;

THENCE NORTHERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1167.0 FEET, AN ARC DISTANCE OF 112.36 FEET;

THENCE NORTH 0 DEGREE 29 MINUTES WEST, 133.17 FEET TO A LINE WHICH IS PARALLEL WITH AND 33.0 FEET SOUTH OF THE CENTERLINE OF ARMY TRAIL ROAD;

THENCE SOUTH 86 DEGREES 46 MINUTES WEST ALONG SAID PARALLEL LINE A DISTANCE OF 66.08 FEET;

THENCE SOUTH 0 DEGREE 29 MINUTES EAST, 130.0 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID FOX GLEN DRIVE TO A POINT OF CURVE;

THENCE SOUTHERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1233.0 FEET, AN ARC DISTANCE OF 118.72 FEET TO A POINT OF REVERSE CURVE;

THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1167.0 FEET, AN ARC DISTANCE OF 206.90 FEET; TO THE SOUTHEAST CORNER OF LOT 2 IN SAID WOODS OF FOX GLEN OF WAYNE SUBDIVISION;

THENCE SOUTH 89 DEGREES 31 MINUTES WEST, 188.07 FEET ALONG THE SOUTH LINE OF SAID LOT 2; TO THE SOUTHWEST CORNER OF SAID LOT 2;

THENCE SOUTH 02 DEGREES 30 MINUTES EAST ALONG THE WEST LINE OF WOODS OF FOX GLEN UNIT NO. 3 SUBDIVISION 36.76 FEET;

THENCE NORTH 89 DEGREES 24 MINUTES WEST ALONG A NORTH LINE OF SAID WOODS OF FOX GLEN UNIT 3 SUBDIVISION 35.0 FEET TO AN ANGLE IN SAID NORTH LINE;

THENCE SOUTH 06 DEGREES 04 MINUTES WEST ALONG A WESTERLY LINE OF SAID WOODS OF FOX GLEN UNIT 3 SUBDIVISION 337.0 FEET TO A NORTH LINE OF WOODS OF FOX GLEN UNIT NO. 3 SUBDIVISION;

THENCE WEST ALONG SAID NORTH LINE 36.04 FEET TO A WEST LINE OF WOODS OF FOX GLEN UNIT NO. 3 SUBDIVISION;

THENCE SOUTH ALONG SAID WEST LINE TO A NORTH LINE OF SAID WOODS OF FOX GLEN UNIT NO. 2 SUBDIVISION;

THENCE WEST 415.40 FEET ALONG SAID NORTH LINE TO A WEST LINE OF SAID WOODS OF FOX GLEN UNIT NO. 2 SUBDIVISION;

THENCE SOUTH 0 DEGREE 42 MINUTES WEST ALONG SAID WEST LINE 151.34 FEET TO A NORTH LINE OF SAID WOODS OF FOX GLEN UNIT NO. 2 SUBDIVISION;

THENCE SOUTH 88 DEGREES 41 MINUTES WEST ALONG SAID NORTH LINE AND ALONG THE NORTH LINE OF THE WOODS OF FOX GLEN UNIT NO. 1 SUBDIVISION 787.20 FEET;

THENCE SOUTH 88 DEGREES 44 MINUTES WEST ALONG SAID NORTH LINE 145.80 FEET TO AN EAST LINE OF SAID WOODS OF FOX GLEN UNIT NO. 1 SUBDIVISION;

THENCE NORTH 0 DEGREE 30 MINUTES WEST ALONG SAID EAST LINE, 688.0 FEET TO A NORTH LINE OF SAID WOODS OF FOX GLEN UNIT NO. 1 SUBDIVISION;

THENCE SOUTH 89 DEGREES 38 MINUTES WEST ALONG SAID NORTH LINE 587.68 FEET TO A WEST LINE OF SAID WOODS OF FOX GLEN UNIT NO. 1 SUBDIVISION;

THENCE SOUTH 0 DEGREE 22 MINUTES WEST 56.30 FEET ALONG SAID WEST LINE TO A NORTH LINE OF SAID WOODS OF FOX GLEN UNIT NO. 1 SUBDIVISION;

THENCE NORTH 82 DEGREES 06 MINUTES 46 SECONDS WEST 1039.26 FEET ALONG SAID NORTH LINE TO A WEST LINE OF SAID WOODS OF FOX GLEN UNIT NO. 1 SUBDIVISION;

THENCE SOUTH 0 DEGREE 10 MINUTES 36 SECONDS WEST ALONG SAID WEST LINE 396.27 FEET TO A NORTH LINE OF SAID WOODS OF FOX GLEN UNIT NO. 1 SUBDIVISION;

THENCE NORTH 89 DEGREES 49 MINUTES 24 SECONDS WEST ALONG SAID NORTH LINE TO THE EASTERLY RIGHT-OF-WAY LINE OF ILLINOIS STATE ROUTE NO. 25;

THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A LINE DRAWN PARALLEL WITH AND 12.0 FEET SOUTHERLY OF THE SOUTH LINE (MEASURED AT RIGHT ANGLES THERETO) OF HARTLEY SUBDIVISION, TOWNSHIP OF ST. CHARLES, KANE COUNTY, ILLINOIS;

THENCE SOUTH 88 DEGREES 50 MINUTES WEST ALONG SAID PARALLEL LINE, SHOWN ON THE PLAT OF SAID HARTLEY SUBDIVISION AS THE CENTERLINE OF PINELANDS ROAD AS IT EXISTED ON NOVEMBER 17, 1961 TO THE EASTERLY LINE OF THE RIGHT OF WAY OF THE FORMER CHICAGO, AURORA AND ELGIN RAILWAY COMPANY;

THENCE SOUTH 12 DEGREES 35 MINUTES WEST ALONG SAID EASTERLY LINE TO A LINE DRAWN NORTH 88 DEGREES 30 MINUTES EAST FROM A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 15 IN SAID TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN THAT IS 231.0 FEET NORTH OF THE CENTER OF SAID SECTION 15;

THENCE SOUTH 88 DEGREES 30 MINUTES WEST TO THE EASTERLY BANK OF THE FOX RIVER;

THENCE NORTHERLY, NORTHWESTERLY, NORTHERLY, NORTHEASTERLY, EASTERLY, SOUTHEASTERLY, EASTERLY, NORTHEASTERLY AND NORTHERLY TO THE SOUTHWESTERLY CORNER OF FARM 1 IN ISLAND PARK FARMS, BEING A SUBDIVISION IN SECTION 2, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN KANE COUNTY, ILLINOIS, FOR THE TERMINUS OF SAID LINE.