

ENCROACHMENT EASEMENT AND MAINTENANCE AGREEMENT

This Space is for Recorder's Office use only

Mail to:
Josh Wohlreich
CR Aurora Land, LLC
44 S. Vail Avenue
Suite 102
Arlington Heights, IL 60005

Name & Address of Preparer:
Patrick J. Collins
Assistant Corporation Counsel
City of Aurora
44 E. Downer Place
Aurora, IL 60507

THIS ENCROACHMENT EASEMENT AND MAINTENANCE AGREEMENT (this "**Agreement**") is entered into as of the ____ day of _____, 2025, by and between the City of Aurora, an Illinois municipal corporation, Counties of DuPage, Kane, Kendall and Will, State of Illinois, ("**City**"), and CR Aurora Land, LLC, a Delaware limited liability company ("**Developer**").

W I T N E S S E T H:

WHEREAS, the City is the owner of that certain real property ("**City Property**") located in the City of Aurora, Illinois identified as parts of PIN No. 15-18-301-036, as legally described on Exhibit A and as depicted on Exhibit C, both of which are attached hereto and incorporated herein; and

WHEREAS, Developer is the owner of that certain real property ("**Developer Property**") located in the City of Aurora, Illinois identified as PIN Nos. 15-18-301-008; 15-18-301-033; 15-18-301-034; 15-18-301-035; 15-19-126-016; 15-19-126-023, as legally described on Exhibit B, attached hereto and incorporated herein; and upon which Developer intends to construct a ROW Dwelling (Party Wall) residential development ("**Developer Building**"); and

WHEREAS, Developer desires to construct, install, maintain, repair, replace, inspect, remove, and use the following improvements (collectively, the "**Developer Improvements**") in, on, over, under, and through the portions of the City Property depicted and identified as the "easement area" on Exhibit C (the "**Easement Area**"): (1) a drive aisle with curb and gutter to be installed in accordance with the final engineering plans for the Developer Improvements approved by the City (the "**Approved Final**

Engineering Plans”), (2) a maximum of 10 parking spaces to be installed in accordance with the Approved Final Engineering Plans, (3) underground private water and storm sewer lines, (4) sidewalk along Independence Drive, and (5) landscaping to be installed in accordance with the approved landscaping plan; and

WHEREAS, the City desires to grant certain easement rights in, on, over, under, and through the Easement Area in order to allow Developer to access the Easement Area to construct, install, maintain, repair, replace, inspect, remove, and use the Developer Improvements; and

WHEREAS, Developer desires to execute this Agreement for the purpose of acknowledging the terms of Developer's right to access and use the Easement Area for the construction, installation, maintenance, repair, replacement, inspection, removal, and use of the Developer Improvements; and

NOW, THEREFORE, in consideration of the promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City does hereby grant, and convey unto Developer, its successors, heirs and assigns, the following easements, rights, covenants and undertakings pursuant to which the City Property and the Developer Property shall be owned, sold, conveyed, transferred, occupied and used:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated into and shall constitute an integral part of this Agreement, and this Agreement shall be construed in light thereof.

2. **Grant of Easement for Developer Improvements.** The City hereby grants and conveys to Developer a non-exclusive, perpetual easement, right, and privilege benefitting the Developer Property in, on, over, under, and through the Easement Area for the purposes of: (1) the construction, installation, maintenance, repair, replacement, inspection, removal, and use of the Developer Improvements within the Easement Area; (2) allowing the Developer Improvements to exist within the Easement Area; and (3) providing access to the Developer Property. To the extent that any real property taxes are levied and extended upon the City Property as a result of the presence of the Developer Improvements, Developer shall be responsible for the payment of such taxes when due; provided, however, that Developer shall have the right pursuant to applicable law to challenge or appeal any such taxes.

3. **Construction and Maintenance of Developer Improvements.**

a. The Developer shall be solely responsible for the construction, installation, maintenance, repair, inspection, removal, and replacement of the Developer Improvements in accordance with all applicable laws and ordinances. Further, specifically as to Developer Improvements that involve the drive aisle and parking, the Developer shall be solely responsible for the installation, maintenance, repair, inspection, removal, and replacement of the drive aisle and parking in compliance with the Approved Final Engineering Plans and with all applicable laws and ordinances.

b. The City shall have the right to access the Easement Area to inspect Developer Improvements.

c. If the City provides written notice to Developer that any Developer Improvement does not comply with any applicable law or ordinance (also including if any Developer Improvement does not comply

with the Approved Final Engineering Plans, and if Developer fails to bring such Developer Improvement into compliance within forty five (45) days after receipt of such written notice (or such longer period of time as is reasonably agreed to by the City, so long as Developer promptly commences and diligently pursues compliance within such 45-day period), the City shall have the right to enforce the applicable provisions of any such law or ordinance in any manner authorized thereby. In addition to any obligations that Developer may have under this Agreement, Developer shall also be responsible for the reimbursement of the City's actual, out-of-pocket costs paid in furtherance of such enforcement of applicable laws and ordinances after receipt by Developer from the City of evidence reasonably acceptable to Developer that the City has paid such costs. If Developer shall fail to pay any undisputed amount owed to the City hereunder when due, and such failure shall continue for more than thirty (30) days following Developer's receipt of written notice thereof, then the City shall have the right to file a lien against the Developer Property until such amount is paid, at which time the City shall promptly record a release of lien against the Developer Property. Exercising the City's enforcement rights pursuant to this Section shall not limit or waive any of the City's other rights or remedies in this Agreement or at law or in equity.

d. Developer shall maintain the entirety of the City Property and the sidewalk within the right-of-way along the frontage of the City Property as legally described in Exhibit A, which includes but is not limited to mowing, seeding, and snow removal.

e. The City shall not interfere with Developer's rights to use the Easement Area in accordance with the provisions of this Agreement and shall not construct any new improvements on the City Property that must be maintained by Developer; provided, however, that the City reserves the right, for itself and other related governmental entities authorized by the City, to use the City Property in any way that does not interfere with Developer's rights under this Agreement, including, without limitation, the right to access the City Property in order to access the City's stormwater facility on the remainder of PIN No. 15-18-301-036, and to construct, install, maintain, repair, replace, inspect, remove, and use the City Property and improvements thereon at any time (e.g., without limitation, the underground storm sewer). To the extent that the City determines, in its reasonable judgment, that access to the Easement Area must be limited to protect public health and safety in connection with the City's use of the City Property for the purpose of constructing, installing, maintaining, repairing, replacing, inspecting, removing, and using the City Property or improvements thereon (e.g., repairs to the storm sewer) (the "**City Work**"): (1) the City shall give Developer advance written notice of the City Work and the portions of the Easement Area affected by the City Work (the "**Affected Area**") (provided, however, that in the case of a bona fide emergency, the City shall not be required to provide advance written notice but shall provide written notice to Developer as soon as practicable); (2) Developer's rights to use the Affected Area will be temporarily suspended; and (3) Developer's obligations with respect to the Affected Area will be temporarily suspended. Upon completion of the City Work, Developer's rights to use and obligations with respect to the Affected Area shall be restored.

f. Following any work to be performed by the City in the use of the City Property, the City shall have no obligation with respect to surface restoration, including but not limited to, the drive aisle, curb, gutter, lawn or shrubbery.

g. If Developer, in the use of the Easement Area, after the installation of the Developer Improvements, removes, damages, or destroys any portion of the City Property, Developer shall, at no cost to the City, restore the City Property to substantially the same condition it was in before such damage or destruction.

4. **Insurance and Indemnification.**

a. **Insurance.** Developer agrees to maintain, on a primary basis and at its sole expense at all times that this Agreement is in effect, the following minimum applicable coverages and limits. The insurance requirements contained herein, as well as City's review or acceptance of insurance maintained by Developer, is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Developer under this Agreement.

- i. *Commercial General Liability* – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- ii. *Umbrella or Excess Liability* – Developer will provide proof of Umbrella or Excess Liability coverage wherein the Annual Aggregate limits shall not be less than the highest "Each Occurrence" limit for required policies.
- iii. *Additional Insured* – Developer agrees to endorse the City as a non-contributing Additional Insured on both the Commercial General Liability Policy and the Umbrella or Excess Liability Policy. The Additional Insured shall read "City of Aurora as its interest may appear."
- iv. *Certificate of Insurance* – Developer shall provide the City a Certificate of Insurance evidencing that all coverages, limits, and endorsements required herein are maintained and in full force and effect. Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Developer's insurer. If Developer receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Developer shall notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

b. **Indemnification.**

- i. *Definitions in this Section 4(b)* – "**Charges**" means claims, lawsuits, judgments, costs (including, without limitation reasonable attorneys' fees), damages (excluding punitive, consequential, special or exemplary damages), losses, demands, liabilities, fines,

penalties, settlements, and expenses actually incurred. "**Indemnitees**" means the City and its past, current, and future officers, officials, independent contractors, agents, attorneys, and employees, excluding Developer.

- ii. *Indemnification* – To the maximum extent allowed by law, and subject to subsection "iii" below, Developer shall defend (with legal counsel reasonably acceptable to the City and Developer), indemnify, and hold harmless the Indemnitees from and against all Charges for property damage or personal injury to the extent that such Charges arise from, in connection with, or out of: (a) the failure of Developer, its contractors, agents, or anyone directly or indirectly employed by any of them to perform Developer's obligations under this Agreement (each, a "**Developer Party**" and collectively, the "**Developer Parties**"); and (b) any negligent acts or omissions of Developer or any Developer Party.
- iii. *Limitation* – In no event shall Developer be required to defend, indemnify or hold harmless the Indemnitees for any Charges to the extent arising from the negligence or willful misconduct of any of the Indemnitees.
- iv. *Other Provisions Separate* – Nothing in this Section 4(b) shall affect any warranties, rights or duties in favor of the City that are otherwise provided in or arise out of this Agreement. This Section 4(b) is in addition to and shall be construed separately from any other indemnification provisions that may be in this Agreement.
- v. *Survival* – This Section 4(b) shall remain in force after the termination of this Agreement with respect to Charges that arise from acts or omissions that occurred before the date of any termination of this Agreement (but not with respect to Charges that arise from acts or omissions of the Developer Parties that occurred after the date of any termination of this Agreement).

5. **Covenants Running with the Land.** This Agreement shall run with the land and be binding on all successors, heirs and assigns as to both the Developer Property and the City Property. Further, this Agreement shall run with the land and be appurtenant to, and for the benefit of, the Developer Property and the owner of the Developer Property and shall be a burden upon the title to the City Property and the owner of the City Property. Any conveyance of the Developer Property or the City Property, or any portions thereof, shall be subject to the easements, rights, covenants, obligations and undertakings contained in this Agreement, and, at the time of conveyance, the grantor in any deed of conveyance shall be relieved of future obligations thereafter arising by the owners of the lot or property interest so conveyed, but the grantor in any deed of conveyance shall not be relieved of obligations that are based on acts, omissions, or events that occurred before the time of conveyance. Any grantee of Developer or the City, as applicable, or their successors, heirs or assigns, by recordation of a deed or other instrument of transfer or conveyance of the Developer Property or the City Property, as applicable, shall be deemed to have assumed the obligations under this Agreement with respect to such property.

6. **Amendment and Termination.** This Agreement may be modified, amended or terminated only by written agreement of the City and Developer, and shall be duly acknowledged in a manner suitable for and effective upon recording in the Office of the Recorder of Deeds of Kane County, Illinois. This Section 6 is subject to Section 13 (Performance of Government Functions).

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflict of laws.

8. **No Public Dedication; No Third-Party Beneficiaries or Consents.** This Agreement is not intended, and shall not be construed: (a) as a dedication to the public of any interests in the Developer Improvements described herein, (b) to give any member of the public, or any person, entity, or party other than as provided herein, any right whatsoever herein or therein; or (c) to require any consent or other action of any other person, entity or party other than as expressly provided herein to any amendment to or waiver of any provision of this Agreement.

9. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain expressed herein, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

10. **Compliance Certificate.** Upon the written request of the Developer or the City, or the holder of any first lien deed of trust or first lien mortgage on any such parcel, any such owner shall execute, have acknowledged and deliver a certificate stating whether, to the knowledge of the signatory party, the other party is otherwise in compliance with this Agreement.

11. **Waiver.** This Agreement may not be waived orally or impliedly, but only by written document executed by the party against which such waiver is sought. Neither the failure of a party to complain of any violation of this Agreement, regardless of how long such failure continues, nor the failure of a party to invoke (or the election by a party not to invoke) any right, remedy or recourse for a violation hereof, shall waive the rights, remedies and recourses of the party with respect to such violation. No waiver by a party of any provision of this Agreement shall be deemed to be a waiver of any other provision hereof.

12. **Rights Cumulative.** All rights, powers and privileges conferred hereunder shall be cumulative and in addition to, and not to the exclusion of, those provided at law or in equity.

13. **Performance of Government Functions.** Nothing contained in this Agreement shall be deemed or construed to in any way to stop, limit or impair the City from exercising or performing any regulatory, policing, legislative, governmental or other powers or functions, including the power of eminent domain.

14. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall be considered as one and the same instrument.

15. **Headings; Singular/Plural.** The paragraph, section and sub-section headings in this Agreement are for convenience only and shall in no way define or limit the scope or content of this Agreement and shall not be considered in any construction or interpretation of this Agreement or any part thereof. Plural and singular terms shall be interpreted as to their most logical usage in the Agreement.

16. **Notice.**

- a. All notices and other communications required or permitted by this Agreement shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

If to Developer: *CR Aurora Land, LLC*
44 S. Vail Avenue
Suite 102
Arlington Heights, IL 60005
Attn: Josh Wohlreich

If to the City: Corporation Counsel
City of Aurora
44 East Downer Place
Aurora, Illinois 60507

With a copy to: Zoning Administrator
City of Aurora
44 East Downer Place
Aurora, Illinois 60507

and Chief Financial Officer
City of Aurora
44 East Downer Place
Aurora, Illinois 60507

- b. **Change of Address; Date Notice Deemed Given.** A change of address, fax number or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this Agreement shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the City and Developer have each executed this Agreement under seal by their respective duly authorized agents, managers, or officers as of the day and year first above written.

CITY OF AURORA, ILLINOIS
A Municipal Corporation

By _____
Mayor

ATTEST:

City Clerk

ACKNOWLEDGMENT

State of Illinois)
) SS
County of _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the Mayor and City Clerk of the City of Aurora, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the City Council of said Illinois home rule municipal corporation, as their free and voluntary acts, and as the free and voluntary act and deed of said Illinois home rule municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2025.

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Exhibit A

City Property Legal Description

PIN: parts of PIN No. 15-18-301-036

THAT PART OF LOT 4 IN ORCHARD LAKES DEVELOPMENT-UNIT 2 IN THE SOUTHWEST 1/4 OF SECTION 18 AND THAT PART OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R20080400265, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 89 DEGREES, 43 MINUTES, 29 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 18, A DISTANCE OF 44.22 FEET; THENCE NORTH 08 DEGREES, 42 MINUTES, 08 SECONDS EAST, A DISTANCE OF 640.40 FEET; THENCE NORTH 64 DEGREES, 46 MINUTES, 48 SECONDS EAST, A DISTANCE OF 136.16 FEET; THENCE SOUTH 32 DEGREES, 19 MINUTES, 19 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF LOT 4 IN ORCHARD LAKE DEVELOPMENT-UNIT 2 RECORDED AS DOCUMENT R2008K040026, A DISTANCE OF 102.04 FEET; THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE, SOUTH 36 DEGREES, 48 MINUTES, 25 SECONDS EAST, A DISTANCE OF 465.33 FEET TO THE POINT OF BEGINNING; THENCE NORTH 50 DEGREES, 30 MINUTES, 30 SECONDS EAST A DISTANCE OF 134.70 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF INDEPENDENCE DRIVE, AS DEDICATED IN DOCUMENT NO. 1087561; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE OF INDEPENDENCE DRIVE, BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 433.00 FEET, SUBTENDING A CHORD BEARING SOUTH 41 DEGREES, 40 MINUTES, 26 SECONDS EAST, AN ARC DISTANCE OF 30.03 FEET; THENCE SOUTH 50 DEGREES 30 MINUTES 30 SECONDS WEST A DISTANCE OF 137.25 FEET; THENCE NORTH 36 DEGREES 48 MINUTES 25 SECONDS WEST A DISTANCE OF 30.04 FEET TO THE POINT OF BEGINNING, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

Exhibit B

Developer Property Legal Description

PARCEL 1:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 18 AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 43 MINUTES 29 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 18, A DISTANCE OF 44.22 FEET; THENCE NORTH 08 DEGREES 42 MINUTES 08 SECONDS EAST, A DISTANCE OF 640.40 FEET; THENCE NORTH 64 DEGREES 46 MINUTES 48 SECONDS EAST, A DISTANCE OF 136.16 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 32 DEGREES 19 MINUTES 19 SECONDS EAST, A DISTANCE OF 102.04 FEET; THENCE SOUTH 36 DEGREES 48 MINUTES 25 SECONDS EAST, A DISTANCE OF 465.33 FEET; THENCE NORTH 50 DEGREES 30 MINUTES 30 SECONDS EAST, A DISTANCE OF 134.70 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF INDEPENDENCE DRIVE AS DEDICATED IN DOCUMENT 1087561; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF INDEPENDENCE DRIVE BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 433.00 FEET, SUBTENDING A CHORD BEARING NORTH 38 DEGREES 14 MINUTES 50 SECONDS WEST, AN ARC DISTANCE OF 21.77 FEET TO A POINT OF TANGENCY; THENCE NORTH 36 DEGREES 48 MINUTES 25 SECONDS WEST, A DISTANCE OF 453.19 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 333.00 FEET, SUBTENDING A CHORD BEARING NORTH 31 DEGREES 42 MINUTES 49 SECONDS WEST, AN ARC DISTANCE OF 59.20 FEET; THENCE SOUTH 64 DEGREES 46 MINUTES 48 SECONDS WEST, A DISTANCE OF 134.00 FEET TO THE POINT OF BEGINNING, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 18 AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 38 NORTH RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 43 MINUTES 29 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 18, A DISTANCE OF 44.22 FEET; THENCE NORTH 08 DEGREES 42 MINUTES 08 SECONDS EAST, A DISTANCE OF 640.40 FEET; THENCE NORTH 64 DEGREES 46 MINUTES 48 SECONDS EAST, A DISTANCE OF 136.16 FEET; THENCE SOUTH 32 DEGREES 19 MINUTES 19 SECONDS EAST, A DISTANCE OF 102.04 FEET; THENCE SOUTH 36 DEGREES 48 MINUTES 25 SECONDS EAST, A DISTANCE OF 465.33 FEET; THENCE NORTH 50 DEGREES 30 MINUTES 30 SECONDS EAST, A DISTANCE OF 134.70 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF INDEPENDENCE DRIVE AS DEDICATED IN DOCUMENT NO. 1087561; THENCE SOUTHEASTERLY ALONG

SAID SOUTHWESTERLY LINE OF INDEPENDENCE DRIVE BEING A CURVE TO THE LEFT HAVING A RADIUS OF 433.00 FEET, SUBTENDING A CHORD BEARING SOUTH 41 DEGREES 40 MINUTES 26 SECONDS EAST, AN ARC DISTANCE OF 30.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 433.00 FEET, SUBTENDING A CHORD BEARING SOUTH 60 DEGREES 33 MINUTES 50 SECONDS EAST, AN ARC DISTANCE OF 255.48 FEET TO A POINT OF TANGENCY; THENCE SOUTH 77 DEGREES 28 MINUTES 02 SECONDS EAST, A DISTANCE OF 385.25 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 333.00 FEET, SUBTENDING A CHORD BEARING SOUTH 83 DEGREES 32 MINUTES 24 SECONDS EAST, AN ARC DISTANCE OF 70.59 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, SUBTENDING A CHORD BEARING SOUTH 44 DEGREES 36 MINUTES 46 SECONDS EAST, AN ARC DISTANCE OF 39.27 FEET TO A POINT OF THE WEST LINE OF CONSTITUTION DRIVE AS DEDICATED IN DOCUMENT 1023544; THENCE SOUTH 00 DEGREES 20 MINUTES 22 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 231.33 FEET; THENCE SOUTH 48 DEGREES 31 MINUTES 41 SECONDS WEST, A DISTANCE OF 13.33 FEET TO THE NORTH LINE OF NELSON LANE AS DEDICATED PER DOCUMENT NO. 2006K134918 AND DOCUMENT NO. 2008K040026; THENCE NORTH 83 DEGREES 17 MINUTES 00 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 533.96 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 183.00 FEET, SUBTENDING A CHORD BEARING SOUTH 81 DEGREES 43 MINUTES 00 SECONDS WEST, AN ARC DISTANCE 95.82 FEET TO A POINT OF TANGENCY; THENCE SOUTH 66 DEGREES 43 MINUTES 00 SECONDS WEST, A DISTANCE OF 55.24 FEET TO POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING RADIUS OF 117.00 FEET, SUBTENDING A CHORD BEARING SOUTH 81 DEGREES 43 MINUTES 00 SECONDS WEST, AN ARC DISTANCE OF 61.26 FEET T A POINT OF TANGENCY; THENCE NORTH 83 DEGREES 17 MINUTES 00 SECONDS WEST A DISTANCE OF 143.81 FEET TO THE EAST LINE OF LOT 4 IN ORCHARD LAKE DEVELOPMENT-UNIT 2 PER DOCUMENT NO. 2008K040026; THENCE NORTH 06 DEGREES 43 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 314.26 FEET; THENCE NORTH 50 DEGREES 30 MINUTES 30 SECONDS EAST, A DISTANCE OF 209.81 FEET TO THE POINT OF BEGINNING, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

PIN: 15-18-301-008; 15-18-301-033; 15-18-301-034; 15-18-301-035; 15-19-126-016; 15-19-126-023

Exhibit C

Depiction of Easement Area

[Please see following page.]

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