EXHIBIT "A"

ANNEXATION AGREEMENT FOR GRISELDA ESCALANTE AND SALVADOR CARRASCO LOCATED AT 759 AUSTIN AVENUE CONSISTING OF 3.203 ACRES

This ANNEXATION AGREEME	NT, hereinaf	ter referred to as "AGREEMENT", is
made and entered into this	day of	, by and
between the CITY OF AURORA	A, ILLÍNOIS,	a municipal corporation, ("CITY"),
and Griselda Escalante and Sal	Ivador Carras	sco, ("OWNER"). The City and
Owner are referred to as "Party	" or "Parties."	,

WITNESSETH:

- 1. The Owner is the record title holder of the subject property (the "Owner") consisting of approximately 3.203 acres legally described in Attachment "A" attached hereto (the "Subject Property").
- 2. The Owner has attached hereto as Attachment "B" a disclosure of the beneficial owners of any land trust holding title to all or a portion of the Subject Property, if any, or a statement indicating that there are none.
- 3. The Parties to this Agreement desire that the Subject Property be annexed to the City of Aurora with the benefits of the Subject Property being as follows:
 - a. Full development potential of the Subject Property;
 - b. Establishment of high quality development standards that will elevate, support and stabilize property values for the proposed land uses;
 - c. Provision of a water supply system that has been engineered to supply water services to the Subject Property;
 - d. Provision of a sanitary sewer system that has been engineered to supply services to the Subject Property through the Fox Metro Water Reclamation District's facilities, or the City's facilities;
 - e. Provision of police protection by the City's fully trained, staffed and equipped Police Department;
 - f. Provision of fire protection by the City's fully trained, staffed and equipped Fire Department; and,
 - g. Favorable insurance rates due to the City's Fire Department having a Class 3 rating.
- 4. The Subject Property is contiguous to the city limits of the City of Aurora, Illinois, and is not within the corporate limits of any other municipality.
- 5. This Agreement is made pursuant to 65 ILCS 5/11-15.1-1 and 65 ILCS 5/7-1-1 of the Illinois Compiled Statutes.

6. All notices, publications, public hearings, and all other matters attendant to said Agreement as required by State statute and the ordinances, regulations, and procedures of the City have been met prior to the execution by the Parties to this Agreement.

NOW, THEREFORE, it is agreed by and between the Parties hereto as follows:

SECTION A. Duration, Applicability and Owner/Developer Responsibility

- 1. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, successor Owners of record and/or Developers of the Subject Property, or any part thereof, which is the subject of this Agreement, and their heirs, executors, administrators, successors, assignees, lessees, devises and upon any successor municipalities for a period of ten (10) years from the date of execution hereof, unless changed in accordance with the law.
- 2. Owner agrees to comply with all the requirements of the Plan Description set forth in Attachment "C", and to the extent that there is a conflict between the terms of this Annexation Agreement and the Plan Description, the terms of the Plan Description shall control.
- 3. It is understood and agreed by the Parties hereto that, in the event all or any portion of the Subject Property is sold or conveyed at any time during the term of this Agreement, all the obligations and responsibilities of the Owner, as herein set forth shall devolve upon and be assumed by such purchaser or grantee, and the Owner shall be released from all obligations which relate to that portion of the Subject Property as may have been sold or conveyed.
- 4. City agrees to record a copy of the city ordinance providing for the execution of this Agreement and an executed copy of this Agreement with the appropriate County Recorder within sixty (60) days of the approval of said ordinance.
- 5. Owner agrees to file with the City Clerk a properly executed Annexation Petition pursuant to this Agreement covering the properties described in Attachment "A" concurrently with the approval of this Agreement.
- 6. Owner agrees to petition and diligently pursue the appropriate U.S. Post Office for an "Aurora" mailing address on the Subject Property of this Agreement, within ninety (90) days of annexation to the City.
- 7. Owner agrees to dedicate right-of-way for existing roadways on, through or adjacent to the Subject Property, at the time of petition for Annexation of the Subject Property as specified herein.
- 8. Developer agrees to connect any structures erected after the date of this agreement to the public sanitary sewer system and shall pay charges for sewer service as are prescribed by City ordinances and by the Fox Metro Water Reclamation District.

9. At the time of Final Plan, Owner agrees to establish and record cross-access easement(s) with regard to commercial private drives on the Subject Property serving the adjacent properties. Owner agrees that such cross-access easements shall include the right of access by contiguous and adjoining property owners to the Farnsworth Avenue full access point reference in Section D.2 herein. Owner has the right to recover from said contiguous and adjoining property owners a proportionate share of construction and ongoing maintenance costs.

SECTION B. Annexation, Zoning and City Responsibility

- 1. Subsequent to the approval of this Annexation Agreement, the City agrees to adopt an ordinance annexing the Subject Property to the City pursuant to an Annexation Petition, subject to the terms and conditions herein.
- 2. In the event that an Annexation Petition for the Subject Property is not filed within ninety (90) days, the City may void this Agreement by ordinance.
- 3. Subsequent to Annexation the City agrees to adopt an ordinance classifying the Subject Property as B-2(S) General Retail, R-1(S) One Family Dwelling and OS-1(S) Conservation, Open Space, and Drainage, with a Special Use Planned Development established pursuant this Agreement, and approving the Plan Description for the Subject Property as set forth in Attachment "C".
- 4. City agrees that the dedication of land shall not be required for school or park purposes and that cash in lieu of land shall be paid at time of building permit issuance on a pro rata basis.
- 5. City agrees to the access points from the existing public right-of-way for the Subject Property as identified in Section D of this Agreement pending any applicable State or County review and approval of said access points.
- 6. After the Farnsworth Avenue construction from Mountain Street to Sheffer Road is complete, the City will apply to FEMA for a Letter of Map Revision for Indian Creek floodplain from Austin Avenue to approximately 1,400 ft upstream of Farnsworth Avenue. The City anticipates that the 100 year floodplain will be reduced on the subject property, the floodway will also be reduced to an area within the revised floodplain limits all allowing the Owner to have more buildable area on their property as a result of the City's roadway project. However the change to the Digital Flood Insurance Rate Map will be subject to FEMA review and approval.

SECTION C. <u>Development Review</u>

1. No portion of the Subject Property shall be developed until and unless the City in accordance with the conditions has approved such development hereinafter set forth.

- 2. The Subject Property described in Attachment "A" shall be governed by all of the requirements contained in the Aurora Zoning Ordinance No. 3100, except for variations which are specifically set forth in and subject to the appropriate modifications of the Plan Description attached as Attachment "C".
- 3. Except as provided herein, the provisions of the Aurora Subdivision Control Ordinance shall govern all development of the Subject Property regardless of the size of a parcel being developed at any one time. If no subdivision plats for the Subject Property are required, then Owner agrees that the public improvements and other subdivision control requirements of the Aurora Subdivision Control Ordinance shall be applicable to the Subject Property.
- 4. A Final Plan is required to be approved by the City Council on the entire Subject Property described in Attachment "A" with the approval of Final Plat(s) being approved for any part of said Subject Property.
- 5. Building Elevations shall be presented for approval with the Final Plat and/or Plan and will be evaluated based on quality and variety of building materials, orientation and presentation from the public street, and the use of architectural elements and environmentally sustainable design and construction. Any subsequent Developer of the Subject Property agrees that any new structure(s) shall be designed and constructed to create a uniform theme architecturally with any structure(s) on adjacent properties that are a part of the Development, by incorporating common exterior façade elements and materials.
- 6. All codes and ordinances of the City of Aurora not amended herein by this Agreement and all codes and ordinances applicable Citywide adopted by said City after the execution and entering into of this Agreement by the Parties hereto shall apply to the Subject Property.

SECTION D. Roads, Public Utilities and Storm Water Management

- The public right of way cross section for Farnsworth Avenue shall be established at between 120 to 140 feet from north to south. DEVELOPER RESPONSIBILITY: Developer will dedicate 7 feet of right of way and 13 feet of temporary construction easement for the northern 170.36 feet of the Subject Property frontage and 40 feet of right of way for the southern 199.96 feet of the Subject Property frontage, concurrently with the approval of the annexation of the Subject Property.
- 2. The commercial access points from the existing public right-of-way for the Subject Property shall met all applicable codes and ordinances and shall be limited to:
 - a. One full access from Farnsworth Avenue.
 - b. One full access from Austin Avenue.
- 3. The residential access points from the existing public right-of-way for the

Subject Property shall met all applicable codes and ordinances and shall be limited to:

a. One full access from Austin Avenue for each single-family home.

SECTION F. General Provisions

- In the event that any section, subsection or paragraph of this Agreement is held to be invalid, the invalidity of such section, subsection or paragraph shall not affect any of the other provisions of this Agreement. None of the parties to this Agreement shall challenge the validity or enforceability of this Agreement nor any provision of this Agreement, nor assert the invalidity or unenforceability of this Agreement or any provision thereof as defense to any claim by any other party seeking to enforce this Agreement.
- 2. Any notice or demand hereunder from any Party hereto to another Party hereto shall be in writing and shall be deemed served if mailed by prepaid registered or certified mail addressed as follows:

If to the City: Mayor of Aurora

City of Aurora

44 East Downer Place Aurora, Illinois 60507

With copy to: Aurora Corporation Counsel

City of Aurora

44 East Downer Place Aurora, Illinois 60507

If to the Owner: Griselda Escalante and Salvador Carrasco

501 North Avon Court Oswego, IL 60543

With copy to: John F. Philipchuck

Dommermuth, Cobine, West, Gensler, Philipchuck, Corrigan

and Bernhard, Ltd.

111 East Jefferson Avenue

Naperville, IL 60540

- 3. Should correspondence to Owner be a notification of violation of any provision of this Annexation Agreement, Owner shall have thirty (30) days in which to correct such violation. The thirty-day period shall begin at the time of the mailing of said notice.
- 4. The Parties hereto agree to cooperate in applying the provisions of this Agreement and to fulfill the intent of the provisions set forth herein.
- 5. The Parties agree that the Parties or their successors in title may enforce

- this Agreement in any court of competent jurisdiction, in an appropriate action at law or in equity, as provided in 65 ILCS 5/11.1-4, as amended, including the right of any of the Parties to seek specific performance of the terms of this Agreement.
- 6. Owner and Developer understand and agree that the Subject Property shall be subject to any lawful fees enacted by the City with regard to development so long as said fees are uniformly applied in the City except for fees that the City elects to rebate to developers pursuant to an annexation or development agreement.

(SIGNATURE PAGES TO FOLLOW)

Execu	ited in Aurora, Illinois.		
SIGNE	ED BY OWNER on the day	of	,
Name	: Griselda Escalante		
Name	·	_	
	Salvadore Carrasco		

SIGNED BY CITY OF AURORA on the CITY OF AURORA, an Illinois Municipal Corporation	day of,,
By: Mayor	_
Attest:City Clerk	

ATTACHMENT "A"

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Commonly known as (address): 759 Austin Avenue

Tax Parcel Number: 15-14-427-018

THAT PART OF THE SOUTHEAST QUARTER OF SEC110N 14. TOWNSHIP 38 NORTH, RANGE 8 EAST, OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 14: THENCE SOUTH 00 DEGREES 27 MINUTES 50 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14: 417.54 FEET TO A LINE LYING 417.54 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED NORMAL TO) THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14; THENCE SOUTH 89 DEGREES 38 MINUTES 18 SECONDS WEST. PARALLEL WITH (AS MEASURED NORMAL TO) THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SEC110N 14, 40.00 FEET TO THE WEST LINE OF FARNSWORTH AVENUE FOR THE POINT OF BEGINNING: THENCE SOUTH 00 DEGREES 27 MINUTES 50 SECONDS EAST. ALONG THE WEST LINE OF SAID FARNSWORTH AVENUE, 369.33 FEET TO THE NORTH LINE OF H. THIELMAN SUBDIVISION; THENCE SOUTH 89 DEGREES 48 MINUTES 15 SECONDS WEST, ALONG THE NORTH LINE OF SAID H. THIELMAN SUBDIVISION AND SAID NORTH LINE EXTENDED WESTERLY. 365.06 FEET TO THE WESTERLY LINE OF AUSTIN AVENUE: THENCE NORTH 26 DEGREES 41 MINUTES 31 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID AUSTIN AVENUE. 411.01 FEET TO A LINE 417.54 FEET SOUTHERLY OF AND PARALLEL WITH (AS MEASURED NORMAL TO) THE NORTH LINE OF SAID SOUTHEAST QUARTER: THENCE NORTH 89 DEGREES 38 MINUTES 18 SECONDS EAST, ALONG SAID PARALLEL LINE, 546.70 FEET TO THE POINT OF BEGINNING.

ATTACHMENT "B"

DISCLOSURE OF BENEFICIAL OWNERS

There are no beneficial owners of any land trust holding title to any portion of the Subject Property

ATTACHMENT "C" PLAN DESCRIPTION

ATTACHMENT "C"

A PLAN DESCRIPTION FOR GRISELDA ESCALANTE AND SALVADOR CARRASCO LOCATED AT 759 AUSTIN AVENUE CONSISTING OF 3.203 ACRES

A Plan Description for the property at 759 Austin Avenue with B-2(S) General Retail, R-1(S) One Family Dwelling and OS-1(S) Conservation, Open Space, and Drainage Zoning, with a Special Use Planned Development for the Escalante and Carrasco Development Pursuant to Section 10.6-6 of the Aurora Zoning Ordinance.

Table of Contents

l.	QUA	LIFYING STATEMENTS	3
	A.	PURPOSE	3
	B.	INTENT	3
II. GE		ERAL CHARACTER	3
	A.	EXISTING CONDITIONS	3
III.	DEV	ELOPMENT STANDARDS FOR EACH LAND USE PARCEL	4
	A.	ZONING	4 t . 5
	B.	BUILDING, STRUCTURES AND SIGNAGE	7
	C.	PUBLIC IMPROVEMENTS	7
IV.	GEN	ERAL PROVISIONS	8
V.	LIST	OF ATTACHMENTS	8
		HMENT "A" – LEGAL DESCRIPTION OF DEVELOPMENT PARCELS HMENT "B" – MAP OF APPROXIMATE DEVELOPMENT PARCELS AFTE FINAL PLAT	ΞR

I. QUALIFYING STATEMENTS

A. PURPOSE

This Special Use Planned Development has evolved to assist the Aurora Planning Commission and City Council in governing their recommendations and actions on this development as it relates to the existing zoning and land uses in the area.

Developer shall mean the person(s) or entity who brings the Subject Property described herein to a more complete, complex, or desirable state.

Owner shall mean the person(s) or entity who is described as the legal owner of record of the Subject Property described herein.

For the purposes of this document, Developer and Owner shall be one and the same and held equally accountable for all requirements within this Plan Description.

B. INTENT

This Plan Description has been prepared pursuant to the requirements of Section 10.6-6.2 of the Aurora Zoning Ordinance. It is the intent of this document to promote and protect the public health, safety, morals, comfort, and general welfare of the area; and to guide the development toward the realization of the appropriate Physical Development Policies of the City of Aurora Comprehensive Plan. These policies include:

- 22.1 (1): To achieve appropriate zoning protection for residential areas designated in the land use plan
- 51.1 (6): To promote the location and expansion of commercial activities within the City consistent with the Comprehensive Plan.
- 81.1 (3): To require the adequate provision of useable open space in areas of new development

II. GENERAL CHARACTER

A. EXISTING CONDITIONS

1. Subject Property

The Subject Property consists of approximately 3.203 acres lying at the east side of Austin Avenue, west side of North Farnsworth Avenue, and north of Mountain Street. The property is currently used for a landscaping business permitted in the county with a temporary special use permit. The property lies within the East

Aurora School District #131 boundaries. The property is currently unincorporated, and zoned F Farming District in Kane County. The City of Aurora Comprehensive Plan designates the Subject Property as low density residential / conservation, open space, recreation, drainage.

2. Surrounding Property

North: The surrounding incorporated parcels to the north are zoned R-1 One Family Dwelling District and the unincorporated parcels are zoned F Farming in Kane County, with single family dwelling uses, and the City of Aurora Comprehensive Plan designates the properties as low density residential.

South: The property to the south across Mountain Street is zoned B-3(S), the property is vacant, and the City of Aurora Comprehensive Plan designates the property as industrial.

East: The surrounding properties to the east are zoned R-1 One Family Dwelling District, with open space and single family dwelling uses, and the City of Aurora Comprehensive Plan designates the property as conservation, open space, recreation, drainage and industrial.

West: The surrounding incorporated parcels to the west are zoned R-1 One Family Dwelling District and the unincorporated parcels are zoned F Farming in Kane County, with single family dwelling uses, and the City of Aurora Comprehensive Plan designates the properties as low density residential and conservation, open space, recreation, drainage.

III. DEVELOPMENT STANDARDS FOR EACH PARCEL

A. ZONING

The Subject Property shall be divided into three zoning parcel(s) as legally described on Attachment "A", and generally depicted on Attachment "B".

Development of the zoning parcel(s) shall be regulated as follows:

1. Parcel A – R-1(S) One Family Dwelling District

1.1. Parcel Size and Use Designation

The zoning parcel referenced within this document as Parcel A may contain up to 3.203 acres but no less than 0.918 acres. Upon approval of this document, said parcel shall be designated as R-1(S) One Family Dwelling District Zoning, with a Special Use Planned Development on the City of Aurora Zoning Map, and be regulated by the Aurora Zoning Ordinance except as modified herein, including but

not limited to the provisions for the underlying base zoning district being Section 7.5 titled R-1(S) One Family Dwelling District.

1.2. Statement of Intent

The One Family Dwelling District, has been chosen as the underlying base zoning for this Parcel to provide for the long-term viability of the property and to ensure consistency and compatibility with the adjacent zoning and uses. The Parcel is intended to be developed as single family homes with an interim use as a landscaping business.

1.3 Use Regulations

- This property shall be limited to those uses permitted in the R-1 One Family Dwelling District Section 7.5, with the following modifications:
 - The following uses shall be permitted, until such time as the property is Final Platted for single family lots, but limited in number to:
 - (1) One Landscaping Business with Outside Storage (2910)

1.4 Bulk Restrictions

- This property shall be subject to the Bulk Restrictions in the R-1 One Family Dwelling District, Section 7.5, and Section 5 with the following modifications:
 - a. For a Landscaping Business with Outside Storage (2910) use Minimum setbacks shall be as follows:
 - (1) Front Yard Setback: Thirty feet (30')
 - (2) Exterior Rear Yard Setback: Thirty feet (30')
 - (3) Interior Rear Yard Setback: Ten feet (10')
 - (4) Interior Side Yard Setback: Eight feet (8')
 - b. For Single Family the lot width shall be reduced to a minimum of seventy feet (70') at the established building line.

2. Parcel B – OS-1(S) Conservation, Open Space and Drainage District

2.1 Parcel Size and Use Designation

The zoning parcel referenced within this document as Parcel B contains approximately 0.753 acres. Upon approval of a Final Plat for the Subject Property, said parcel shall be designated as OS-1(S) Conservation, Open Space and Drainage District zoning, with a Special Use Planned Development on the City of Aurora Zoning Map, and be regulated by the Aurora Zoning Ordinance, including

but not limited to the provisions for the underlying base zoning district being OS-1 Section 6.4 titled Conservation, Open Space and Drainage District.

2.2. Statement of Intent

The Conservation, Open Space and Drainage District, has been chosen as the underlying base zoning for this Parcel to provide for the long-term viability of the property and to ensure consistency and compatibility with the adjacent zoning and uses. The Parcel will remain open space and drainage in the form of the Indian Creek.

3. Parcel C - B-2(S) Business District - General Retail

3.1 Parcel Size and Use Designation

The zoning parcel referenced within this document as Parcel C shall contain no more than 1.532 acres. Upon approval of a Final Plat for the Subject Property, said parcel shall be designated as B-2(S) Business District - General Retail zoning, with a Special Use Planned Development on the City of Aurora Zoning Map, and be regulated by the Aurora Zoning Ordinance except as modified herein, including but not limited to the provisions for the underlying base zoning district being B-2(S) Section 8.3 titled Business District - General Retail.

3.2. Statement of Intent

The B-2 Business District - General Retail, has been chosen as the underlying base zoning for this Parcel to provide for the long-term viability of the property and to ensure consistency and compatibility with the adjacent zoning and uses. The Parcel will be developed as a commercial or retail use.

3.3 Use Regulations

- 1. This property shall be limited to those uses permitted in the B-2 Business District General Retail, Section 8.3, with the following modifications:
 - a. The following additional uses shall be permitted:
 - (1) General contractor, or special trade contractor (off site work) (2900)
 - (2) Greenhouse, nursery, and floriculture (7100)
 - (3) Car Wash, Single Bay (2832)
 - (4) Landscaping with Outside Storage (2910)
 - b. The following uses shall be prohibited:
 - (1) Pawnshop (2160)

- (2) Used Clothing Stores (2120)
- (3) Alternative Financial Institutions (2220)
- (4) Laundromat (2610)
- (5) Tattoo Salon (2630)
- c. The following additional uses shall be permitted as a special use:
 - (1) Car Wash, Multiple Bay (2833)
- d. The following uses shall be limited in number:
 - (1) Up to one (1): Drive Through Restaurants (2530)
 - (2) Up to one (1): Retail sales or service, with a Drive Through (2110)

B. BUILDING, STRUCTURES AND SIGNAGE

- 1. Retaining walls utilized within the development shall not exceed three (3) feet in height. The stepping of retaining walls is allowed up to six (6) feet in overall height with a minimum run of three (3) feet between steps.
- 2. Building Elevations shall be subject to approval with the Final Plan and will be evaluated based on the quality and variety of building materials, orientation and presentation from the public street and the use of architectural elements.
- 3. Signage Elevations and locations shall be subject to approval with the Final Plan and will be evaluated based on the quality and variety of materials, orientation and presentation to the public street and the use of architectural elements matching the building. The signage on the property shall be subject to the Aurora Sign Ordinance, with the following modifications and requirements for free standing commercial signs:
 - a. Construction: Signs must be monument style, with any combination of wood, masonry, or concrete.
 - b. Quantity: A maximum of one (1) per lot is allowed.
 - c. Area: A maximum of fifty (50) square feet per sign face is allowed.
 - d. Height: A maximum of eight (8) feet in height per sign is allowed.
 - e. Setback: Setback of a sign shall equal the height of the sign.
 - f. Lighting: Signs may be internally lit, externally lit or lit with backlit pin lettering.
 - g. Landscaping: shrubs and other landscaping materials should be planted at the base of each sign.

IV. GENERAL PROVISIONS

A. PLAN DESCRIPTION DOCUMENT

1. All current codes and ordinances of the City in effect at the time of the

- development shall govern except where expressly stated within this Plan Description document to the contrary.
- 2. Amendments to this Plan Description document shall be subject to Section 15 of the Aurora Zoning Ordinance. Public notice shall be provided in accordance with said section and, to all current owners of property subject to this Plan Description.
- 3. This Plan Description document shall be mutually binding upon the heirs, executors, administrators, successors and assigns of present or future owners who use the property for the same permitted use.
- 4. If any section, subsection or paragraph of this Plan Description document shall be held invalid, the invalidity of such section, subsection or paragraph shall not affect any of the other provisions of this Plan Description document.
- 5. Any provisions contained within this Plan Description document that are in conflict shall be enforced in accordance with the more restrictive provision.
- 6. At the time of Final Plan, Owner agrees to establish and record cross-access easement(s) with regard to commercial private drives on the Subject Property serving the adjacent properties. Owner agrees that such cross-access easements shall include the right of access by contiguous and adjoining property owners to the Farnsworth Avenue full access point reference in Section D.2 herein. Owner has the right to recover from said contiguous and adjoining property owners a proportionate share of construction and ongoing maintenance costs.

V. LIST OF ATTACHMENTS

ATTACHMENT "A" – LEGAL DESCRIPTION OF DEVELOPMENT PARCELS
ATTACHMENT "B" – MAP OF APPROXIMATE DEVELOPMENT PARCELS AFTER
FINAL PLAT

ATTACHMENT "A" LEGAL DESCRIPTION OF SUBJECT PROPERTY

Parcel Number(s): 15-14-427-018

Commonly known as: 759 Austin Avenue located in Kane County.

THAT PART OF THE SOUTHEAST QUARTER OF SEC110N 14, TOWNSHIP 38 NORTH, RANGE 8 EAST, OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 14; THENCE SOUTH 00 DEGREES 27 MINUTES 50 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14; 417.54 FEET TO A LINE LYING 417.54 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED NORMAL TO) THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14: THENCE SOUTH 89 DEGREES 38 MINUTES 18 SECONDS WEST, PARALLEL WITH (AS MEASURED NORMAL TO) THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SEC110N 14, 40.00 FEET TO THE WEST LINE OF FARNSWORTH AVENUE FOR THE POINT OF BEGINNING: THENCE SOUTH 00 DEGREES 27 MINUTES 50 SECONDS EAST. ALONG THE WEST LINE OF SAID FARNSWORTH AVENUE, 369.33 FEET TO THE NORTH LINE OF H. THIELMAN SUBDIVISION; THENCE SOUTH 89 DEGREES 48 MINUTES 15 SECONDS WEST, ALONG THE NORTH LINE OF SAID H. THIELMAN SUBDIVISION AND SAID NORTH LINE EXTENDED WESTERLY, 365.06 FEET TO THE WESTERLY LINE OF AUSTIN AVENUE; THENCE NORTH 26 DEGREES 41 MINUTES 31 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID AUSTIN AVENUE, 411.01 FEET TO A LINE 417.54 FEET SOUTHERLY OF AND PARALLEL WITH (AS MEASURED NORMAL TO) THE NORTH LINE OF SAID SOUTHEAST QUARTER: THENCE NORTH 89 DEGREES 38 MINUTES 18 SECONDS EAST. ALONG SAID PARALLEL LINE, 546.70 FEET TO THE POINT OF BEGINNING.

