

**DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS,
RESTRICTIONS, RESERVATIONS,
AND EASEMENTS FOR
ILLIANA CROSSROADS BUSINESS
PARK OF BEECHER**

MAIL TO and PREPARED BY:

WITNESSETH:

WHEREAS, Illiana Crossroads Business Park of Beecher, LLC is the legal Titleholder of the following described real property located in the Village of Beecher, County of Will and State of Illinois and described as follows:

Commonly Known As: Illiana Crossroads Business Park of Beecher, Beecher, IL 60401

Permanent Index Number: 22-22-16-100-008-0000
22-22-16-100-009-0000
22-22-16-100-004-0000
22-22-16-300-001-0000
22-22-16-300-012-0000

See Attached Exhibit 'A' Legal Description.

(Hereinafter referred to as Illiana Crossroads Business Park of Beecher); which is more specifically delineated on Plat of Subdivision recorded in Will County, Illinois as Document No. _____.

WHEREAS, the Owner desires to establish for its own benefit and for the mutual benefit of all future owners or occupants of the Property or any part of the Property, and intends that all future owners, occupants, mortgagees, and any other persons acquiring any interest in the Property shall hold the interest subject to certain rights, easements and privileges in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance of the Property, set forth below, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspects of the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property;

WHEREAS, each lot shall continue to be subject to such restrictions as set forth in this document until and unless the owner or owners of two-thirds in number of the lots shall file in the office of the Recorder of Deeds of Will County, Illinois, a written statement signed and acknowledged by such owner or owners stating that such restrictions or certain portions thereof shall become ineffective. The date of recording of such written statement shall be the effective date thereof.

NOW THEREFORE, the Owner, as the legal title holder of the real estate described, and for the purposes set forth above, **DECLARES AS FOLLOWS:**

ARTICLE I

DEFINITIONS

(a) "Building Site" - shall mean any subdivided parcel of land identified as a lot, by a legal description in the original plat of subdivision of subject industrial park. If two or more lots are acquired by the same purchasers and are adjacent to one another subject lots may be combined to form one building site. Conversely if a lot acquired by the purchasers meets the requirements set forth by the municipalities as to division of parcels of land then subject lot may be divided.

(b) "Declaration" means this instrument, by which the property is encumbered, as provided below, and as such Declaration is amended from time to time.

(c) "Developer" means Illiana Crossroads Business Park of Beecher, LLC, its successors and assigns.

(d) "Improvements" - shall mean but not be limited to buildings, parking areas, loading areas, fences, walls, landscaping, foliage, poles, signs, and any structures of any kind or type.

(e) "Owner" means Illiana Crossroads Business Park of Beecher, LLC

(f) "Property" means all the land and space described in Exhibit 'A' attached hereto, comprising the building site(s), and all improvements and structures erected, constructed or contained in or on the land, including any buildings and all easements; rights and appurtenances belonging to any building, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the building site owner(s).

ARTICLE II

REGULATIONS OF IMPROVEMENTS

1. a) No noxious or offensive trades, services, or activities shall be conducted on any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners of other building sites as defined herein, by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.

b) Business facilities that conduct any operations with or store or use in the process of any industrial use on subject property, any chemical listed on the Consolidated List of Chemicals subject to the Emergency Planning and Community Right-To-Know Act (EPCRA) shall first receive plan approval of the Village of Beecher and the Beecher Fire Protection District.

c) All buildings shall have a zero (0) square foot requirement for building fire sprinkling systems, meaning that all buildings shall be provided with a fire sprinkler system and be approved by the Beecher Fire Protection District.

2. No buildings shall be constructed, erected, placed, altered, maintained or permitted on any site until plans and specifications have been approved by the Architectural Control Committee of the developers of the business park and a building permit has been approved by the Village of Beecher.

3. Passenger parking shall be maintained on each site with facilities for parking, passenger loading and unloading, sufficient to serve the business conducted thereon without using adjacent streets therefore. The number and size of parking spaces and driveways must satisfy the ordinances of the Village of Beecher. Parking areas, access drives, and loading areas shall be paved with an impervious substance such as asphalt or concrete as required by the Village of Beecher. All curbing and gutters shall be per the ordinances of the Village of Beecher.

4. Freight loading and unloading shall be designed and located on each site so that vehicles cannot be loaded or unloaded on a street.

5. a) No outside storage shall be permitted as to materials, supplies, equipment, finished or semifinished products, or articles unless shielded by an architecturally pleasing fence, wall or planted materials to effectively screen them from the view of adjacent properties and streets. Subject enclosures must be in compliance with ordinances of the Village of Beecher. Storage shall be permitted only beyond the front face of the principal building on each site.

b) Mechanical, electrical and/or heating and cooling equipment forward of the rear face of the principal building shall be effectively screened from view by fencing, wall or planted materials.

c) Business lots that back up to Lots 5 through 10 in County Terrace Subdivision and Lots 54 through 60 in Country Terrace Subdivision First Addition shall be provided with rear yard screening adjacent to the rear lot line of the business park. Screening shall consist of a four (4) foot high earthen berm with minimum six (6) foot high landscape plant material.

d) Site and exterior lighting shall be Dark Sky Friendly Lighting. Lighting shall only be on when needed, shall only light the area that is required to be lit, shall be no brighter than necessary, shall minimize blue light emissions and shall be fully shielded from adjoining properties.

6. Landscaping shall be maintained on each lot and all plantings thereon shall be in good health and appearance.

7. Vacant lots shall be kept free of debris and shall be maintained by the owners of each lot. If maintenance is not performed, the Village of Beecher may maintain subject parcel and charge the owners of each lot accordingly.

8. All sites and improvements shall be maintained in good order, repair and condition.

9. Building specifications shall be subject to approval by the developers and the Village of Beecher and shall be constructed out of steel, masonry, pre-cast concrete or wood. All Exterior walls of structure that face the front (streets) area of the property shall be a minimum of 50% Decorative Concrete Masonry Units, Face Brick or Pre-cast construction. On site electrical, telephone and communication utility lines will be provided by public utility companies to the lots. Individual Lot Owners shall coordinate with public utility companies to provide individual lot services to each business.

10. All electrical and mechanical apparatus, equipment, and fixtures (other than exterior light fixtures), conduit, vents, flues, vents, and pipes shall be erected in such a manner as to be screened from view and shall be architecturally treated in a manner acceptable to and to the extent permissible by the Village of Beecher and the Utility Companies. All exterior light fixtures shall be erected per individual discretion the Developer and/or their appointed representative(s).

11. All exterior signs shall be subject to the Village of Beecher ordinances as to size, type, and construction thereof.

12. The Developer's Architectural Control Committee ("Committee") shall consist of the Developer and/or their appointed representative appointed from time to time by the Developer. The Architectural Control Committee shall approve the type of improvements to be erected on the building sites. No improvement shall be constructed, erected, placed, altered, maintained or permitted on any Building Site unless the Committee shall have first issued its written approval of plans and specifications therefor, which plans and specifications shall show, among, other things: plat layout and all exterior elevations, materials and colors, signs and landscaping, number and size of parking spaces, driveways, grading, easements and utilities, proposed building use and number of employees and other information as may be requested by the Committee. At least 30 days prior to commencement of any work contemplated, such plans and specifications shall be submitted in writing under the signature of the owner of the Building Site or the owner's authorized agent, for Committee approval.

13(a). The Committee shall base its review on the adequacy of the Building Site Plans; the effect of the proposed location and use on the development or maintenance of improvements on neighboring building sites, the proposed operations and uses; the effect upon neighboring sites of the topography, grade and finished ground elevation proposed for the site; coordination of landscaping within the site or with neighboring sites; facing of the front (street side) elevation with respect to nearby streets, style and design of signs; the extent to which the design of all proposed elevations is integrated and any other criteria the Committee deems relevant. The Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

(b) If the Committee fails to approve such plans and specifications (including resubmission of rejected plans and specifications which have been revised) within thirty (30) days after the same have been submitted (provided that all required information has been submitted), it shall be conclusively presumed that said plans and specifications have been approved subject however, to the restrictions contained in Article II hereof. The Committee shall notify the Owner of the building site in writing upon receipt of all required plans and specifications and the aforesaid 30-day period shall commence on the date of the Committee's notice.

(c) Neither the Committee nor any member thereof shall be responsible to the building site Owner or to any other person, firm, corporation or entity, for the structural design or architectural validity of all or any portion of any plans and specifications submitted to the Committee nor shall the Committee nor any member thereof be liable to any building site Owner or person having any interest in a building site for any act or failure to act on any application submitted to the Committee. Each Owner agrees by accepting title or any interest in any building site that the Committee and each member thereof shall be immune from suit or liability in accordance with the foregoing.

(d) In the event a property owner or potential purchaser desires variances of any Village zoning regulation or regulations, or desires to deviate from any of these covenants, a Variance according to the Village of Beecher Variance process may be pursued, subsequent first to request to and approval of the Architectural Control Committee.

14. Long term management of Outlots A, B, C, D, E, F and G will be the responsibility of the Illiana Crossroads Business Park of Beecher Business Owners Association (B.O.A.) per the following criteria: Outlots will be owned and maintained by the Owner/Developer who will be responsible for the proper maintenance and monitoring, and will be subject to any requirements of the permitting agencies. Upon the sale of sixty (60) percent of lots within the development, the Outlots will be deeded to the B.O.A. and maintenance and monitoring shall become the responsibility of the B.O.A.

15. Limitations on Business Use

a) The lot purchaser, business owner and/or operator of each business covenants and agrees that it shall not use or permit the use of the lands or any building on the lands for any purpose associated with the sale, cultivation, growing, use or dispensing of any cannabis or cannabis related materials, product or products.

b) The lot purchaser, business owner and/or operator of each business covenants and agrees that it shall not use or permit the use of land or any building on the lands for any purpose associated with a "Gentlemen's Club", Exotic Dance Club, Strip Club or any such related or similar type use of business.

16. Nothing herein contained shall relieve the Owner of said Lot from fully complying with any Ordinance or Regulation of the Village of Beecher. Any modifications to these covenants and restrictions shall be subject to review and approval by the Village of Beecher.

17. Rights to Enforce - The Committee shall have the exclusive right to enforce the provisions of these protective covenants, without obligation or liability.

18. Nothing herein contained shall relieve the Owner of any building site from fully complying with any Ordinance or Regulation of the Village of Beecher.

ILLIANA CROSSROADS BUSINESS PARK OF BEECHER

BY: ILLIANA CROSSROADS BUSINESS PARK OF BEECHER, LLC, an Illinois limited liability company

BY: _____
Member Manager

BY: _____
Member Manager

Date: _____

Date: _____

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EXHIBIT 'A'

LEGAL DESCRIPTION

THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (ALSO DESCRIBED AS PART OF LOTS 15 AND 16), AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, (ALSO DESCRIBED AS THE WEST 1/2 OF LOT 14), SAID LOTS BEING IN THE SUBDIVISION OF SAID SECTION 16, AS MADE BY TRUSTEES OF SCHOOLS OF SAID TOWNSHIP AND RANGE, EXCEPTING FROM THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, THE EAST 328 FEET 2 INCHES OF THE NORTH 328 FEET AND 2 INCHES THEREOF; ALSO EXCEPTING THE SOUTH 830 FEET OF THE NORTH 1158 FEET 2 INCHES OF THE EAST 272 FEET OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 16; AND ALSO EXCEPTING FROM ALL OF SAID LAND THAT PORTION THEREOF CONVEYED TO THE CHICAGO DANVILLE AND VINCENNES RAILROAD COMPANY AND TO THE CHICAGO AND EASTERN ILLINOIS RAILROAD COMPANY; ALSO EXCEPTING THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE NORTH 328 FEET 2 INCHES OF SAID NORTHWEST 1/4 WITH THE WEST LINE OF THE EAST 272 FEET OF THE NORTHWEST 1/4 OF SECTION 16, THENCE SOUTH ON THE LAST DESCRIBED COURSE 371 FEET AND 10 INCHES TO THE SOUTH LINE OF THE NORTH 700.00 FEET OF SAID NORTHWEST 1/4; THENCE WEST ON THE LAST DESCRIBED LINE 366.00 FEET TO THE WEST LINE OF THE EAST 638.00 FEET OF SAID NORTHWEST 1/4; THENCE NORTH ON THE LAST DESCRIBED LINE 330.00 FEET TO THE SOUTH LINE OF THE NORTH 370 FEET OF SAID NORTHWEST 1/4; THENCE EAST ON THE LAST DESCRIBED LINE 309 FEET 10 INCHES, TO THE WEST LINE OF THE EAST 328 FEET AND 2 INCHES OF SAID NORTHWEST 1/4; THENCE NORTH ON THE LAST DESCRIBED LINE 41 FEET 10 INCHES TO THE SOUTH LINE OF THE NORTH 328 FEET AND 2 INCHES OF SAID NORTHWEST 1/4; THENCE EAST ON THE LAST DESCRIBED LINE 56 FEET AND 2 INCHES TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS AND ALSO EXCEPTING THEREFROM THAT PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (ALSO DESCRIBED AS PART OF LOTS 15 AND 16), AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, (ALSO DESCRIBED AS THE WEST 1/2 OF LOT 14), SAID LOTS BEING IN THE SUBDIVISION OF SAID SECTION 16, AS MADE BY THE TRUSTEES OF SCHOOLS OF SAID TOWNSHIP AND RANGE, BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 14 IN SCHOOL TRUSTEES SUBDIVISION WITH THE EAST RIGHT OF WAY LINE OF THE CHICAGO AND EASTERN ILLINOIS RAILROAD; THENCE NORTH 00 DEGREES 11 MINUTES 20 SECONDS WEST A DISTANCE OF 861.13 FEET ALONG LAST SAID EAST RIGHT OF WAY LINE; THENCE SOUTH 89 DEGREES 48 MINUTES 40 SECONDS WEST A DISTANCE OF 41.00 FEET ALONG LAST SAID LINE; THENCE NORTH 00 DEGREES 11 MINUTES 20 SECONDS WEST A DISTANCE OF 1127.19 FEET TO THE NORTH LINE OF SAID LOT 16 IN SCHOOL TRUSTEES SUBDIVISION; THENCE NORTH 89 DEGREES 23 MINUTES 50 SECONDS EAST A DISTANCE OF 1600.78 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 35 SECONDS EAST A DISTANCE OF 679.50 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 12 SECONDS WEST A DISTANCE OF 168.42 FEET; THENCE SOUTH 64 DEGREES 06 MINUTES 21 SECONDS WEST A DISTANCE OF 177.87 FEET; THENCE SOUTH 37 DEGREES 03 MINUTES 03 SECONDS WEST A DISTANCE OF 331.28 FEET; THENCE SOUTH 18 DEGREES 26 MINUTES 00 SECONDS WEST A DISTANCE OF 159.89 FEET; THENCE SOUTH 36 DEGREES 58 MINUTES 56 SECONDS EAST A DISTANCE OF 162.76 FEET; THENCE SOUTH 70 DEGREES 45 MINUTES 55 SECONDS EAST A DISTANCE OF 81.17 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 28 SECONDS EAST A DISTANCE OF 53.52 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 19 SECONDS EAST A DISTANCE OF 505.29 FEET TO A POINT OF CURVE; THENCE SOUTHERLY ON A CURVE CONVEX TO THE WEST HAVING A RADIUS OF 200.00 FEET AND AN ARC DISTANCE OF 83.06 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 19 SECONDS EAST A DISTANCE OF 76.95 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 27 SECONDS WEST

A DISTANCE OF 1190.75 FEET TO THE POINT OF BEGINNING, AND ALSO EXCEPTING THEREFROM THAT PART CONVEYED BY DEED R2009-035711, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16 WITH THE SOUTH LINE OF LOT 15 IN SAID SUBDIVISION OF SECTION 16; THENCE SOUTH 89 DEGREES 28 MINUTES 28 SECONDS WEST 272.00 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF THE EAST 272.00 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE NORTH 00 DEGREES 13 MINUTES 35 SECONDS WEST 169.59 FEET ALONG LAST SAID WEST LINE TO THE SOUTH LINE OF THE NORTH 1158.17 FEET OF SAID NORTHWEST 1/4; THENCE NORTH 89 DEGREES 23 MINUTES 49 SECONDS EAST 272.01 FEET ALONG SAID LAST LINE TO THE EAST LINE OF SAID NORTHWEST 1/4; THENCE SOUTH 00 DEGREES 13 MINUTES 35 SECONDS EAST 169.96 FEET ALONG LAST SAID EAST LINE TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

AND ALSO

THAT PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (ALSO DESCRIBED AS PART OF LOTS 15 AND 16), AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, (ALSO DESCRIBED AS THE WEST 1/4 OF LOT 14), SAID LOTS BEING IN THE SUBDIVISION OF SAID SECTION 16, AS MADE BY THE TRUSTEES OF SCHOOLS OF SAID TOWNSHIP AND RANGE, BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 14 IN SCHOOL TRUSTEES SUBDIVISION WITH THE EAST RIGHT OF WAY LINE OF THE CHICAGO AND EASTERN ILLINOIS RAILROAD; THENCE NORTH 00 DEGREES 11 MINUTES 20 SECONDS WEST A DISTANCE OF 861.13 FEET ALONG LAST SAID EAST RIGHT OF WAY LINE; THENCE SOUTH 89 DEGREES 48 MINUTES 40 SECONDS WEST A DISTANCE OF 41.00 FEET ALONG LAST SAID LINE; THENCE NORTH 00 DEGREES 11 MINUTES 20 SECONDS WEST A DISTANCE OF 1127.19 FEET TO THE NORTH LINE OF SAID LOT 16 IN SCHOOL TRUSTEE SUBDIVISION; THENCE NORTH 89 DEGREES 23 MINUTES 50 SECONDS EAST A DISTANCE OF 1600.78 FEET TO A NORTHWEST CORNER OF PROPERTY DESCRIBED IN A DEED RECORDED AS DOCUMENT NUMBER R2012-070105; THENCE SOUTH 00 DEGREES 13 MINUTES 35 SECONDS EAST, ALONG THE WEST LINE OF PROPERTY DESCRIBED IN SAID DEED R2012-070105, A DISTANCE OF 679.50 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 12 SECONDS WEST, ALONG THE WEST LINE OF PROPERTY DESCRIBED IN SAID DEED R2012-070105, A DISTANCE OF 168.42 FEET; THENCE SOUTH 64 DEGREES 06 MINUTES 21 SECONDS WEST, ALONG THE WEST LINE OF PROPERTY DESCRIBED IN SAID DEED R2012-070105, A DISTANCE OF 177.87 FEET; THENCE SOUTH 37 DEGREES 03 MINUTES 03 SECONDS WEST, ALONG THE WEST LINE OF PROPERTY DESCRIBED IN SAID DEED R2012-070105, A DISTANCE OF 331.28 FEET; THENCE SOUTH 18 DEGREES 26 MINUTES 00 SECONDS WEST, ALONG THE WEST LINE OF PROPERTY DESCRIBED IN SAID DEED R2012-070105, A DISTANCE OF 159.89 FEET; THENCE SOUTH 36 DEGREES 58 MINUTES 56 SECONDS EAST, ALONG THE WEST LINE OF PROPERTY DESCRIBED IN SAID DEED R2012-070105, A DISTANCE OF 162.76 FEET; THENCE SOUTH 70 DEGREES 45 MINUTES 55 SECONDS EAST, ALONG THE WEST LINE OF PROPERTY DESCRIBED IN SAID DEED R2012-070105, A DISTANCE OF 81.17 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 28 SECONDS EAST, ALONG THE WEST LINE OF PROPERTY DESCRIBED IN SAID DEED R2012-070105, A DISTANCE OF 53.52 FEET TO THE NORTHWEST CORNER OF COUNTRY TERRACE SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER R72-6091; THENCE SOUTH 00 DEGREES 12 MINUTES 19 SECONDS EAST, ALONG THE WEST LINE OF SAID SUBDIVISION, A DISTANCE OF 505.29 FEET TO A POINT OF A CURVE, BEING THE WESTERLY LINE OF CATALPA STREET; THENCE SOUTHERLY, ALONG SAID WESTERLY LINE, ON A CURVE CONVEX TO THE WEST HAVING A RADIUS OF 200.00 FEET AND AN ARC DISTANCE OF 83.06 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 19 SECONDS EAST, ALONG SAID WESTERLY LINE, 76.95 FEET TO THE NORTHEAST CORNER OF CHUCK ON IK'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER R2011-72066; THENCE SOUTH 89 DEGREES 25 MINUTES 27 SECONDS WEST, ALONG THE NORTH LINE OF CHUCK ON IK'S SUBDIVISION AND THE SOUTH LINE OF AFORESAID LOT 14, A DISTANCE OF 1190.75 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART, IF ANY, FALLING IN LAND CONVEYED TO THE CHICAGO DANVILLE

AND VINCENNES RAILROAD COMPANY AND TO THE CHICAGO AND EASTERN ILLINOIS RAILROAD COMPANY), IN WILL COUNTY, ILLINOIS.

AND ALSO

THAT PART OF LOT 13 AND THE NORTH 1/2 OF LOT 12 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS, LYING WEST OF THE WEST LINE OF KONOW-GRAHAM'S THIRD ADDITION AND LYING EAST OF THE EAST RIGHT OF WAY LINE OF THE CHICAGO AND EASTERN ILLINOIS RAILROAD COMPANY, IN WILL COUNTY, ILLINOIS.