

BEFORE THE CORPORATE AUTHORITIES
OF THE VILLAGE OF DWIGHT, LIVINGSTON AND GRUNDY COUNTIES, ILLINOIS
PETITION FOR ANNEXATION AND REZONING

To: President and Board of Trustees
Of the Village of Dwight
Livingston and Grundy Counties, Illinois

The Petitioner, McPart, LLC, an Illinois limited liability company, hereby petitions the President and Board of Trustees of the Village of Dwight, Livingston and Grundy Counties, Illinois, to annex that certain property described below to the Village of Dwight and in support thereof sets forth as follows:

1. Petitioner is the sole owner of the property legally described as the 2021 Annexed Premises in the attached Exhibit A and depicted as the 2021 Annexed Premises on the attached Exhibit B (the "2021 Annexed Property").
2. Petitioner is also the sole owner of the property legally described as the 2000 Annexed Premises in the attached Exhibit A and depicted as the 2000 Annexed Premises on the attached Exhibit B (the "2000 Annexed Property"), which was previously annexed to the Village pursuant to that certain Annexation Agreement dated October 23, 2000 between Petitioner and the Village, which Annexation Agreement, together with the Ordinance approving same, was recorded with the Livingston County, Illinois Recorder on November 5, 2000 as document Number 521208.
3. The "2021 Annexed Premises" and the "2000 Annexed Premises" are herein collectively referred to as the "Annexed Premises"
4. Petitioner has entered into a certain Option Agreement (the "GLCEDC Option") dated May 8, 2019, with the Greater Livingston County Economic Development Council ("GLCEDC"), pursuant to which Petitioner has granted the GLCEDC an option to purchase the Annexed Property, or portions thereof, upon and subject to the terms and conditions set forth in the GLCEDC Option.
5. The 2021 Annexed Property is not situated within the limits of any municipality.
6. The 2021 Annexed Property is contiguous to the Village of Dwight.
7. There are no electors residing in the Annexed Property.
8. The Annexed Property consists of unimproved real estate which is currently used for agricultural purposes, and will continue to be used for agricultural purposes until developed for industrial and related purposes.

9. Petitioner requests that (i) the 2021 Annexed Property be annexed to the Village of Dwight initially as an **I-1, Industrial District**, and (ii) the 2000 Annexed Premises be rezoned from B-2 to **I-1, Industrial District**, all pursuant to the terms and conditions of a proposed Annexation and Rezoning Agreement between the Village of Dwight, the Petitioner and the GLCEDC, substantially in the form attached hereto as Exhibit C and made a part hereof.
10. Among other things Petitioner requests that the Annexation and Rezoning Agreement:
 - (i) provide for the abatement of Village of Dwight real estate taxes against the 2021 Annexed Property and the continued abatement of Village of Dwight real estate taxes against the 2000 Annexed Property; provided such abatement shall cease against portions of the Annexed Property as such portions are developed and used for other than agricultural purposes;
 - (ii) allow continued agricultural use of those portions of the Annexed Property that are not yet developed; and
 - (iii) anticipate possible future rezoning of portions of the Annexed Property as one or more **P-1, Planned Industrial Districts**, as such portions are developed and used for other than agricultural purposes.
11. Petitioner further requests that the Village of Dwight take such further action as may be necessary or appropriate to accomplish the annexation of the 2021 Annexed Property and the rezoning of the 2000 Annexed Property as further provided in the proposed Annexation and Rezoning Agreement.

WHEREFORE, Petitioner respectfully requests that the Corporate Authorities (i) annex the above-described 2021 Annexed Property to the Village of Dwight by ordinance, in accordance with the provisions of this Petition and pursuant to 65 ILCS 5/7-1-8 of the Illinois Municipal Code of the State of Illinois, as amended, and (ii) rezone the above-described 2000 Annexed Property from B-2 to I-1, Industrial District by ordinance, in accordance with the provisions of this Petition.

(signature pages follow)

This Petition for Annexation and Rezoning shall remain valid and in full force and effect, unless and until revoked, in writing, by the undersigned Petitioner. The undersigned Petitioner, being first duly sworn on oath, states that the statements set forth in the Petition for Annexation and Rezoning above are true and correct.

Dated this 20 day of January, 2021

OWNER:

McPart, LLC, an Illinois limited liability company

By: Richard H. Hiatt

Name: RICHARD H. HIATT

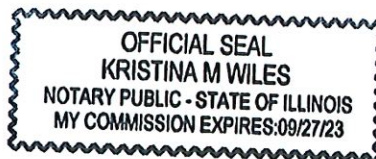
Its: AGENT

STATE OF ILLINOIS)
) SS:
COUNTY OF LIVINGSTON)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify that Richard Hiatt, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered this instrument as his/her free and voluntary act, and as the free and voluntary act of McPart, L.L.C., for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 20 day of January, 2021.

Kristina M. Wiles
Notary Public



JOINDER AND CONSENT

The undersigned Greater Livingston County Economic Development Council, holder of an option to purchase the Annexed Property, or portions thereof, upon and subject to the terms and conditions set forth in the GLCEDC Option, hereby consents to and joins in the above Petition for Annexation and Rezoning.

Dated this 20th day of January, 2021

Greater Livingston County Economic Development Council

By: [Signature]
Name: Adam A. Dantz
Its: Chief Executive Officer

STATE OF ILLINOIS)
) SS:
COUNTY OF LIVINGSTON)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify that Adam A. Dantz, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered this instrument as his/her free and voluntary act, and as the free and voluntary act of the Greater Livingston County Economic Development Council, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 20 day of January, 2021.

[Signature]
Notary Public

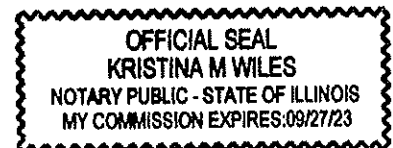


Exhibit A
Legal Descriptions
of the 2021 Annexed Property and the 2000 Annexed Property

TRACT 1 (2021 ANNEXED PARCEL) (P.I.N. 05-05-03-400-011)

PART OF THE NORTH HALF OF SECTION 3, TOWNSHIP 30 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ALL DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 3, THENCE SOUTH 0 DEGREES 22 MINUTES 47 SECONDS EAST 3153.57 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3 TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE FORMER NEW YORK CENTRAL RAILROAD, THENCE SOUTH 89 DEGREES 25 MINUTES 38 SECONDS WEST 4083.08 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID FORMER NEW YORK CENTRAL RAILROAD TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE FORMER CHICAGO & ALTON AND GULF MOBILE & OHIO RAILROAD, THENCE NORTH 44 DEGREES 37 MINUTES 32 SECONDS EAST 4471.55 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID FORMER CHICAGO & ALTON AND GULF MOBILE & OHIO RAILROAD TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, THENCE NORTH 89 DEGREES 15 MINUTES 44 SECONDS EAST 920.92 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3 TO THE POINT OF BEGINNING, ALL SITUATED IN LIVINGSTON COUNTY, ILLINOIS AND SUBJECT TO THE RIGHTS OF THE PUBLIC TO THAT PORTION BEING USED AS A PUBLIC HIGHWAY.

EXCEPT THE FOLLOWING DESCRIBED PARCEL;

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE EASTERLY ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER HAVING AN ILLINOIS COORDINATE SYSTEM EAST ZONE, NAD83 (2007) GRID BEARING OF NORTH 88 DEGREES 08 MINUTES 34 SECONDS EAST, A DISTANCE OF 1725.12 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD (F.K.A. THE CHICAGO AND ALTON RAILROAD), SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 08 MINUTES 34 SECONDS EAST, 35.61 FEET ALONG SAID NORTH LINE TO A POINT ON A LINE 25.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID SOUTHEASTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD, THENCE SOUTH 43 DEGREES 32 MINUTES 49 SECONDS WEST, 737.24 FEET ALONG SAID PARALLEL LINE; THENCE SOUTH 46 DEGREES 27 MINUTES 11 SECONDS EAST 25.00 FEET TO A POINT ON A LINE 50.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID SOUTHEASTERLY RIGHT OF WAY LINE; THENCE SOUTH 43 DEGREES 32 MINUTES 49 SECONDS WEST, 1600.00 FEET ALONG SAID PARALLEL LINE; THENCE NORTH 46 DEGREES 27 MINUTES 11 SECONDS WEST, 15.00 FEET TO A POINT ON A LINE 35.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID SOUTHEASTERLY RIGHT OF WAY LINE; THENCE SOUTH 43 DEGREES 32 MINUTES 49 SECONDS WEST, 2126.81 FEET ALONG SAID PARALLEL LINE TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE NORFOLK SOUTHERN RAILROAD (F.K.A THE NEW YORK CENTRAL RAILROAD); THENCE SOUTH 88 DEGREES 20 MINUTES 36 SECONDS WEST 49.67 FEET ALONG SAID NORTH RIGHT OF WAY LINE TO A POINT ON SAID SOUTHEASTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE NORTH 43 DEGREES 32 MINUTES 49 SECONDS EAST, 4473.94 FEET (4471.55 FEET RECORD) ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

ALL CONTAINING A NET AREA OF 177.04 ACRES, MORE OR LESS

TRACT 2 (2021 ANNEXED PARCEL) (P.I.N. 05-05-03-400-011)

PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 30 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ALL DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3, THENCE NORTH 0 DEGREES 22 MINUTES 47 SECONDS WEST 60.00 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3 TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SBI ROUTE 17 AND THE TRUE POINT OF BEGINNING, THENCE SOUTH 89 DEGREES 46 MINUTES 50 SECONDS WEST 1743.15 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SBI ROUTE 17 TO A POINT, THENCE NORTH 0 DEGREES 23 MINUTES 13 SECONDS WEST 1036.03 FEET TO A POINT, THENCE NORTH 86 DEGREES 52 MINUTES 58 SECONDS EAST 193.12 FEET TO A POINT, THENCE NORTH 0 DEGREES 29 MINUTES 17 SECONDS WEST 1484.51 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE FORMER NEW YORK CENTRAL RAILROAD, THENCE NORTH 89 DEGREES 25 MINUTES 38 SECONDS EAST 1553.18 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID FORMER NEW YORK CENTRAL RAILROAD TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, THENCE SOUTH 0 DEGREES 22 MINUTES 47 SECONDS EAST 2539.87 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3 TO THE POINT OF BEGINNING, EXCEPTING THE SOUTH 300 FEET THEREOF, CONTAINING 82.88 ACRES, MORE OR LESS, ALL SITUATED IN LIVINGSTON COUNTY, ILLINOIS.

TRACT 3 (2021 ANNEXED PARCEL) (P.I.N. 05-05-03-400-011)

PART OF THE SOUTH HALF OF SECTION 3, TOWNSHIP 30 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ALL DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 3, THENCE NORTH 89 DEGREES 46 MINUTES 47 SECONDS EAST 2143.5 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 TO A POINT, THENCE NORTH 60.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SBI ROUTE 17 AND IN THE CENTERLINE OF A DRAINAGE DITCH AND THE TRUE POINT OF BEGINNING, THENCE NORTH 0 DEGREES 31 MINUTES 21 SECONDS EAST 146.91 FEET ALONG THE CENTERLINE OF SAID DRAINAGE DITCH TO A POINT IN SAID CENTERLINE, THENCE NORTH 0 DEGREES 31 MINUTES 21 SECONDS EAST 451.10 FEET ALONG THE CENTERLINE OF SAID DRAINAGE DITCH TO A POINT IN SAID CENTERLINE, THENCE NORTH 0 DEGREES 30 MINUTES 46 SECONDS WEST 1896.44 FEET ALONG THE CENTERLINE OF SAID DRAINAGE DITCH TO A POINT IN SAID CENTERLINE, THENCE NORTH 0 DEGREES 58 MINUTES 25 SECONDS WEST 26.13 FEET ALONG THE CENTERLINE OF SAID DRAINAGE DITCH TO A POINT IN SAID CENTERLINE AND TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF THE FORMER NEW YORK CENTRAL RAILROAD, THENCE NORTH 89 DEGREES 25 MINUTES 38 SECONDS EAST 1586.64 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF SAID RAILROAD TO A POINT, THENCE SOUTH 0 DEGREES 29 MINUTES 17 SECONDS EAST 1484.51 FEET TO A POINT, THENCE SOUTH 86 DEGREES 52 MINUTES 58 SECONDS WEST 193.12 FEET TO A POINT, THENCE SOUTH 0 DEGREES 23 MINUTES 13 SECONDS EAST 1036.03 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID SBI ROUTE 17, THENCE SOUTH 89 DEGREES 46 MINUTES 50 SECONDS WEST 901.04 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID SBI ROUTE 17 TO A POINT, THENCE SOUTH 89 DEGREES 46 MINUTES 47 SECONDS WEST 500.37 FEET ALONG SAID NORTH RIGHT-OF-WAY OF SBI ROUTE 17 TO THE POINT OF BEGINNING, EXCEPTING THE SOUTH 300 FEET THEREOF, CONTAINING 77.75 ACRES, MORE OR LESS, ALL SITUATED IN LIVINGSTON COUNTY, ILLINOIS.

TRACT 1 (2000 ANNEXED PARCEL) (PIN 05-05-03-400-010)

THE SOUTH 300 FEET OF THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT:

PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 30 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ALL DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3, THENCE NORTH 0 DEGREES 22 MINUTES 47 SECONDS WEST 60.00 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3 TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SBI ROUTE 17 AND THE TRUE POINT OF BEGINNING, THENCE SOUTH 89 DEGREES 46 MINUTES 50 SECONDS WEST 1743.15 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SBI ROUTE 17 TO A POINT, THENCE NORTH 0 DEGREES 23 MINUTES 13 SECONDS WEST 1036.03 FEET TO A POINT, THENCE NORTH 86 DEGREES 52 MINUTES 58 SECONDS EAST 193.12 FEET TO A POINT, THENCE NORTH 0 DEGREES 29 MINUTES 17 SECONDS WEST 1484.51 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE FORMER NEW YORK CENTRAL RAILROAD, THENCE NORTH 89 DEGREES 25 MINUTES 38 SECONDS EAST 1553.18 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID FORMER NEW YORK CENTRAL RAILROAD TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, THENCE SOUTH 0 DEGREES 22 MINUTES 47 SECONDS EAST 2539.87 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3 TO THE POINT OF BEGINNING, CONTAINING A NET AREA OF 12.0 ACRES, MORE OR LESS, ALL SITUATED IN LIVINGSTON COUNTY, ILLINOIS.

TRACT 2 (2000 ANNEXED PARCEL) (PIN 05-05-03-400-010)

THE SOUTH 300 FEET OF THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT:

PART OF THE SOUTH HALF OF SECTION 3, TOWNSHIP 30 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ALL DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 3, THENCE NORTH 89 DEGREES 46 MINUTES 47 SECONDS EAST 2143.5 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 TO A POINT, THENCE NORTH 60.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SBI ROUTE 17 AND IN THE CENTERLINE OF A DRAINAGE DITCH AND THE TRUE POINT OF BEGINNING, THENCE NORTH 0 DEGREES 31 MINUTES 21 SECONDS EAST 146.91 FEET ALONG THE CENTERLINE OF SAID DRAINAGE DITCH TO A POINT IN SAID CENTERLINE, THENCE NORTH 0 DEGREES 31 MINUTES 21 SECONDS EAST 451.10 FEET ALONG THE CENTERLINE OF SAID DRAINAGE DITCH TO A POINT IN SAID CENTERLINE, THENCE NORTH 0 DEGREES 30 MINUTES 46 SECONDS WEST 1896.44 FEET ALONG THE CENTERLINE OF SAID DRAINAGE DITCH TO A POINT IN SAID CENTERLINE, THENCE NORTH 0 DEGREES 58 MINUTES 25 SECONDS WEST 26.13 FEET ALONG THE CENTERLINE OF SAID DRAINAGE DITCH TO A POINT IN SAID CENTERLINE AND TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF THE FORMER NEW YORK CENTRAL RAILROAD, THENCE NORTH 89 DEGREES 25 MINUTES 38 SECONDS EAST 1586.64 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF SAID RAILROAD TO A POINT, THENCE SOUTH 0 DEGREES 29 MINUTES 17 SECONDS EAST 1484.51 FEET TO A POINT, THENCE SOUTH 86 DEGREES 52 MINUTES 58 SECONDS WEST 193.12 FEET TO A POINT, THENCE SOUTH 0 DEGREES 23 MINUTES 13 SECONDS EAST 1036.03 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID SBI ROUTE 17, THENCE SOUTH 89 DEGREES 46 MINUTES 50 SECONDS WEST 901.04 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID SBI ROUTE 17 TO A POINT, THENCE SOUTH 89 DEGREES 46 MINUTES 47 SECONDS WEST 500.37 FEET ALONG SAID NORTH RIGHT-OF-WAY OF SBI ROUTE 17 TO THE POINT OF BEGINNING, CONTAINING A NET AREA OF 9.63 ACRES, MORE OR LESS, ALL SITUATED IN LIVINGSTON COUNTY, ILLINOIS.

Exhibit B
Depictions of
the 2021 Annexed Property and the 2000 Annexed Property

FILE #204539.021	OF 1
------------------	------

CURRENT AS OF: 01/20/2021		
SCALE: AS NOTED	SHEET 1	
FILE NO: V5850.C01-	OF 1	

Exhibit C
Draft of the Proposed Annexation and Rezoning Agreement

(For Recorder's Use)

ANNEXATION AND REZONING AGREEMENT

This Annexation and Rezoning Agreement ("Agreement") made and entered into this ____ day of _____, 2021, by and between the Village of Dwight, An Illinois Municipal Corporation, located in Livingston and Grundy Counties, Illinois, hereinafter referred to as VILLAGE; McPart, L.L.C., An Illinois Limited Liability Company, hereinafter referred to as OWNER; and Greater Livingston County Economic Development Council, AN Illinois _____, hereinafter referred to as GLCEDC, WITNESSETH:

WHEREAS, the OWNER has legal title to certain real estate which the OWNER, wishes to have annexed to the VILLAGE pursuant to this Agreement, being contiguous to the Corporate Limits of the VILLAGE and which the VILLAGE is desirous of annexing to VILLAGE; and

WHEREAS, the legal description of the real estate to be annexed to VILLAGE, pursuant to this Agreement, is described on *Exhibit A* attached hereto and is more generally referred to herein as the "2021 Annexed Premises"; and

WHEREAS, the OWNER has legal title to certain real estate which was previously annexed to the VILLAGE pursuant to that certain Annexation Agreement dated October

23, 2020 between OWNER and VILLAGE, which Annexation Agreement (the “2000 Annexation Agreement”), together with the Ordinance approving same, was recorded with the Livingston County, Illinois Recorder on November 5, 2000 as document Number 521208; and

WHEREAS, the legal description of the real estate previously annexed to VILLAGE pursuant to the 2000 Annexation Agreement is also described on *Exhibit A* attached hereto and is more generally referred to herein as the “2000 Annexed Premises”; and

WHEREAS, the “2021 Annexed Premises” is located immediately north of and shares a common north-south boundary line with the “2000 Annexed Premises”; and

WHEREAS, the “2021 Annexed Premises” and the “2000 Annexed Premises” are herein collectively referred to as the “Annexed Premises”; and

WHEREAS, OWNER and GLCEDC are parties to that certain Option Agreement (as amended, the “GLCEDC Option”) dated May 8, 2019, pursuant to which OWNER has granted GLCEDC an option to purchase the “Annexed Premises”, or portions thereof, upon and subject to the terms and conditions set forth in the GLCEDC Option; and

WHEREAS, the parties hereto agree that it is desirous to (i) have the “2021 Annexed Premises” described on *Exhibit A* annexed to VILLAGE, and (ii) rezone the “2000 Annexed Premises”, all upon and the terms and conditions as herein specified; and

WHEREAS, the parties wish to set forth in writing their agreement as to the respective rights and duties each has or shall assume with respect to the annexation and/or zoning of the real estate hereinbefore referred to and described on *Exhibit A* attached hereto; and

WHEREAS, the “2021 Annexed Premises” described on *Exhibit A* is not within the corporate limits of any municipality; and

WHEREAS, Public Hearings have been or will be held as required before the Dwight Plan Commission with respect to the terms and conditions of this Agreement as provided by law; and

WHEREAS, the appropriate Notices of said Annexation and of the adoption of this Agreement has been or will be given to all interested parties including but not limited to the Dwight Fire Protection District, Dwight Township, Dwight Township Road Commissioner, Dwight Township High School District 230, Dwight Common School District 232, Prairie Creek Library District, the State of Illinois – Department of Transportation, and to adjacent owners;

NOW, THEREFORE, in consideration of the premises and the agreements of the parties, it is agreed as follows:

1. AUTHORITY TO ENTER INTO ANNEXATION AGREEMENT:

The parties hereto acknowledge that each has the power and authority to enter into this Agreement, the power and authority of the Village of Dwight being pursuant to 65 ILCS 5/11-15.1, et seq, and pursuant to Village Ordinance No. _____ passed by two-thirds of the corporate authorities then holding office; and pursuant to the power and authority of OWNER being by appropriate action of the Members and Managers of McPart, L.L.C. authorizing such action and approval.

2. ANNEXATION:

VILLAGE shall annex the “2021 Annexed Premises”, said annexation being pursuant to the terms and conditions of this Agreement as provided by law, and shall be in conjunction with a “Petition for Annexation” submitted by OWNER, said “Petition for Annexation” being signed by One Hundred (100%) percent of the owners of the real estate to be annexed, the parties hereto acknowledging that there are no electors residing within said territory and that said annexation is pursuant to the power and authority granted under 65 ILCS 5/7-1-8.

3. ZONING:

As part of this Agreement; (i) the "2021 Annexed Premises" shall be initially Zoned I-1, Industrial District under the provisions of the Dwight Zoning Ordinance, and the "2000 Annexed Premises" shall be rezoned from B-2 to I-1, Industrial District, under the provisions of the Dwight Zoning Ordinance. Accordingly, upon annexation of the "2021 Annexed Premises", the entire "Annexed Premises" shall be governed by the Ordinances of the Village of Dwight where applicable, including but not limited to the Dwight Zoning Ordinance; the Building Codes of the Village of Dwight, and all other Village Ordinances and Regulations, except as may otherwise herein be modified. The parties hereto understand that such zoning shall be subject to final approval/change by the Corporate Authorities of VILLAGE as particular parts or parcels of the "Annexed Premises" are developed/final platted by OWNER, their successors and/or assign. The parties further agree and acknowledge that such final approval/change by the Corporate Authorities of VILLAGE may include, without limitation, rezoning particular parts or parcels of the "Annexed Premises" as one or more P-1, Planned Industrial Districts, as such particular parts or parcels of the "Annexed Premises" are developed/final platted by OWNER, their successors and/or assigns. It is further provided that OWNER may request changes in zoning hereunder, and any such changes shall be made pursuant to the normal procedures for Zoning Map Amendments under VILLAGE'S Zoning Ordinance and, where applicable, the Law of the State of Illinois.

The "Annexed Premises" is being used at the present time for agricultural purposes. In reviewing this Agreement, VILLAGE gave due consideration to the continuation of such current use. Notwithstanding anything to the contrary contained herein, and although the "2021 Annexed Premises" shall, upon annexation, be Zoned I-1, Industrial District and the "2000 Annexed Premises" shall be rezoned from B-2 to I-1, Industrial District, as provided above, OWNER shall continue to have the right to use the undeveloped portions of the "Annexed Premises" for agricultural use, including, without limitation, OWNER's current farming operations, as if such undeveloped portions of the "Annexed Premises" were zoned AG, Agricultural District under the provisions of the Dwight Zoning Ordinance. Any provisions of the Dwight Zoning Ordinance regarding permitted uses within the I-1, Industrial District which may be in conflict with the current use of the "Annexed Premises" for agricultural purposes shall not be effective with respect to or enforceable against the "Annexed Premises".

4. DEVELOPMENT OF THE "ANNEXED PREMISES".

Pursuant to the terms of the GLCEDC Option, and as part of its mission to spur economic development in Livingston County, GLCEDC is attempting to identify potential users of the "Annexed Premises". Due to the size of the "Annexed Premises" and its bifurcation by the Norfolk Southern Railway right of way, the parties anticipate that there will be more than one developer/user and that the

"Annexed Premises" will develop in phases. The parties further agree and acknowledge that development of the "Annexed Premises" may, but need not: (i) be part of a so-called "mega-site" development project, (ii) incorporate TIF and/or other development incentives, (iii) include additional parcels, (iv) incorporate rail spur tracks and other infrastructure upgrades and improvements, and/or (v) take place pursuant to one or more future PUD and/or development agreements between VILLAGE and the future developer(s)/user(s). If requested by OWNER and/or GLCEDC and to the extent reasonably feasible, VILLAGE agrees to add some or all of the "Annexed Premises" to the VILLAGE's existing TIF District(s) and/or designate some or all of the "Annexed Premises" as one or more separate TIF District(s).

5. ABATEMENT / REBATE OF CERTAIN REAL ESTATE TAXES:

Real estate taxes assessed and extended on the "Annexed Premises" in excess of the real estate taxes that would have been assessed and extended on the "Annexed Premises" had the "Annexed Premises" not been annexed to VILLAGE and/or rezoned as provided herein shall be abated by VILLAGE, or in the event that abatement is not possible or practical, such additional taxes shall be rebated to OWNER prior to the due date of said real estate taxes on an annual basis during the term of this Agreement. Such abatement and/or rebate shall continue in full force and effect until such time, if any, that the current agricultural use of the "Annexed Premises" shall change. In such event and at such time, the abatement/rebate shall no longer apply to that portion of the "Annexed Premises" for which the prior agricultural use has changed. The abatement/rebate shall continue to apply with respect to the balance of the "Annexed Premises".

6. FIRST EFFECTIVE YEAR OF ABATEMENT / REBATE:

The parties understand and agree that the first year when the "2021 Annexed Premises" are assessed for real estate tax purposes as being within the corporate limits of the Village of Dwight shall be the first year upon which the abatement or rebate shall commence, and such abatement or rebate shall be for all real estate taxes assessed and extended thereafter by VILLAGE as provided in Section 5 above. The parties further understand and agree that the 2020 Annexation Agreement provided a similar abatement/rebate for the "2000 Annexed Premises" and that such abatement/rebate shall continue for all real estate taxes assessed and extended hereafter by VILLAGE with respect to the "2000 Annexed Premises" as provided in Section 5 above.

7. MUNICIPAL WATER SUPPLY:

The parties hereto understand that VILLAGE has no Municipal water supply extended to the "Annexed Premises"; but VILLAGE hereby represents that it has an eight (8) inch water main located on the south side of Route 17, approximately 750 feet west of the "Annexed Premises". Although no commitment is made by

VILLAGE hereunder or elsewhere with respect to any future extension of the Municipal water system of VILLAGE to the "Annexed Premises", VILLAGE does hereby commit and agree that at such time as the above-described water main is extended to the "Annexed Premises", whether by VILLAGE, OWNER, Its Successors and/or Assigns and/or others, OWNER, Its Successors and/or Assigns shall be entitled to connect to and use the Municipal water system of VILLAGE to service the "Annexed Premises", provided that the Village of Dwight has sufficient capacity to supply water to the "Annexed Premises" and to meet the Village's needs then existing and expected, the determination of which shall be solely within the discretion of the Village of Dwight. If VILLAGE determines that there is not sufficient capacity in the Municipal water system of VILLAGE to supply water to any proposed development of the "Annexed Premises", VILLAGE agrees to cooperate with OWNER in connection with an expansion of the Municipal water system or other mechanism to provide potable water service to such proposed development of the "Annexed Premises", provided that any expenditure of Village's public funds for such expansion of the Municipal water system or other mechanism to provide potable water to such proposed development of the Annexed Premises shall be in the sole determination and discretion of Village. If and to the extent that OWNER finances any such expansion of the Municipal water system or other mechanism to provide additional potable water service capacity, OWNER shall be entitled to recover a proportionate share of the cost thereof via recapture from other properties benefitted thereby at such time, if any, that such benefitted properties connect to the Municipal water system.

Except as provided above, VILLAGE shall be under no obligation to extend the municipal water system to any portion of the "Annexed Premises".

8. SANITARY SEWER:

VILLAGE hereby represents that it has an eighteen (18) inch sanitary sewer line that has been extended to the "Annexed Premises". VILLAGE does hereby commit and agree that OWNER, Its Successors and/or Assigns shall be entitled to connect to and use the Municipal sanitary sewer system of VILLAGE to service the "Annexed Premises", provided that the Village of Dwight has sufficient capacity to provide sanitary sewer services to the "Annexed Premises" and to meet the Village's needs then existing and expected, the determination of which shall be solely within the discretion of the Village of Dwight. If VILLAGE determines that there is not sufficient capacity in the Municipal sanitary sewer system of VILLAGE to provide sanitary sewer services to any proposed development of the "Annexed Premises", VILLAGE agrees to cooperate with OWNER in connection with an expansion of the Municipal sanitary sewer system or other mechanism to provide sanitary sewer service to such proposed development of the "Annexed Premises", provided that any expenditure of Village's public funds for such expansion of the Municipal sewer system or other mechanism to provide sanitary sewer services to such proposed development of the Annexed Premises shall be in the sole determination and discretion of Village. If and to the extent that OWNER finances

any such expansion of the Municipal sanitary sewer system or other mechanism to provide additional sanitary sewer service capacity, OWNER shall be entitled to recover a proportionate share of the cost thereof via recapture from other properties benefitted thereby at such time, if any, that such benefitted properties connect to the Municipal sanitary sewer system.

9. COSTS:

GLCEDC shall pay the cost of the preparation of this Agreement, together with the cost of any publications, Public Hearings, and/or recording of this Agreement, together with any Ordinance implementing the same, together with attorney's fees and costs incurred by the Village of Dwight with respect to the review and/or preparation of the Annexation and Rezoning Agreement, the Annexation Agreement, together with the publication and service of notices as required to governmental entities and to adjacent owners.

10. RECORDING:

This Agreement shall be recorded with the Recorder's Office in Livingston County, Illinois, to place on the public record the terms and conditions of this Agreement.

11. DURATION OF THIS AGREEMENT:

This Agreement shall be for a period of twenty (20) years from its effective date, regarding the terms and conditions as herein set forth, provided however, that said Annexation shall, unless otherwise agreed, be permanent. If (i) the "Annexed Premises", or any portion thereof that is on the VILLAGE boundary (herein, the "Disconnection Premises"), has not been developed during the twenty (20) year term of this Agreement, and (ii) OWNER, or the then owner(s) of legal title to the "Disconnection Premises", as the case may be, files a disconnection petition with respect to the "Disconnection Premises", VILLAGE agrees to adopt an ordinance disconnecting the "Disconnection Premises" from VILLAGE no sooner than thirty (30) nor later than ninety (90) days following the filing of such disconnection petition. Since the 2020 Annexation Agreement expired on October 23, 2020, this Agreement shall not be deemed or construed as an amendment to the 2020 Annexation Agreement or an extension of the term thereof beyond the twenty (20) year statutory limit, but shall constitute and be deemed a development agreement between and among the parties with respect to the terms and conditions of this Agreement that are applicable to the "2020 Annexed Premises".

12. MUTUAL ASSISTANCE:

The parties hereto agree to do all things necessary and appropriate to carry out the terms and conditions of this Agreement and to aid and assist each other in furthering the intent of the parties as reflected by the terms of this Agreement. Such actions to be taken by the parties shall include, without limitation, the holding of public

hearings, enactment by VILLAGE of such resolutions and ordinances as are required herein, the grant of and assistance in the acquisition, including possible condemnation, of utility, roadway access and other rights-of way, the execution of permits, applications and agreements and the taking of such other actions as may be necessary to enable the parties to comply with the terms and provisions of this Agreement and to provide for the development of the "Annexed Premises" and the construction of industrial buildings and other improvements thereon to proceed in accordance with the terms and provisions of this Agreement.

13. CONFLICT WITH ORDINANCES.

If any pertinent existing resolutions or ordinances, or interpretations thereof, of VILLAGE are inconsistent or in conflict with any provision hereof, then the provisions of this Agreement and the ordinances passed pursuant hereto shall constitute lawful and binding amendments to, and shall supersede the terms of, said inconsistent ordinances or resolutions, or interpretations thereof, as they may relate to the "Annexed Premises".

14. EFFECTIVE DATE:

The effective date of this Agreement shall refer to the date upon which this Agreement is executed by the last party to sign, as indicated by the date set forth opposite the signatures of the Duly Authorized Representatives of VILLAGE and OWNER, it being understood that OWNER shall execute this Agreement first, and thereafter the Duly Authorized Representatives of VILLAGE shall execute this Agreement after the requisite Public Hearings and the passage of an Ordinance by two-thirds of the Corporate Authorities of VILLAGE approving this Agreement and authorizing the execution hereof.

15. RUN WITH THE LAND.

This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of VILLAGE, GLCEDC and OWNER. This Agreement, when recorded, constitutes a covenant running with the land and is binding upon and inures to the benefit of the parties, all grantees, successors and assigns for the term of the Agreement. Nothing in this Agreement shall prevent the alienation, encumbrance or sale of the "Annexed Premises" or any portion of it, and the new owner or owners shall be both benefited and bound by the conditions and restrictions expressed in this Agreement unless so specifically stated to the contrary, and to such extent, the then owner shall be released from any further obligation under this Agreement with respect to the portions of the "Annexed Premises" so conveyed.

16. EXECUTION:

This Agreement entered into between the Village of Dwight pursuant to the authority of the corporate authorities of the Village of Dwight and signed by the

Village President and attested by the Village Clerk pursuant to the power and authority given to said officials by Ordinance No. _____ passed by at least two-thirds of the Corporate Authorities of the Village of Dwight, as provided by law, and approved by Its President, and as approved by OWNER, all on the effective date of this Agreement, as above defined.

(signature pages follow)

VILLAGE OF DWIGHT:

DATED: _____, 2021 By: _____

ATTEST:

By: _____

Dated: _____
(C O R P O R A T E)
(S E A L)

STATE OF ILLINOIS)
) SS:
COUNTY OF LIVINGSTON)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify that Jared Anderson, personally known to me to be the duly elected President of the Village of Dwight, A Municipal Corporation, and Jill V. Haacke, personally known to me to be the duly elected Clerk of the Village of Dwight, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village President and Clerk, they signed and delivered this instrument in writing as President and Clerk of said Village and caused the corporate seal of said Village to be affixed thereto, pursuant to authority given by the Board of Trustees of the Village of Dwight, as their free and voluntary act, and as the free and voluntary act and deed of the Village of Dwight, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 2021.

Notary Public

OWNER:

McPart, L.L.C., an Illinois Limited
Liability Company,

DATED: _____, 2021

By: _____

Name: _____

Its: _____

STATE OF ILLINOIS)

)

SS:

COUNTY OF _____)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid,
Do Hereby Certify that _____, personally known to me to be the same
person whose name is subscribed to the foregoing instrument, appeared before me this day
in person and acknowledged that he/she signed, sealed and delivered this instrument as
his/her free and voluntary act, and as the free and voluntary act of McPart, L.L.C., pursuant
to the power and authority vested in him/her as the _____ thereof, for the uses and
purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 2021.

Notary Public

GLCEDC

Greater Livingston County Economic
Development Council

By: _____

Name: _____

Its: _____

DATED: _____, 2021

STATE OF ILLINOIS)

)

SS:

COUNTY OF LIVINGSTON)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid,
Do Hereby Certify that _____, personally known to me to be the same person
whose name is subscribed to the foregoing instrument, appeared before me this day in
person and acknowledged that he/she signed, sealed and delivered this instrument as his/her
free and voluntary act, and as the free and voluntary act of the Greater Livingston County
Economic Development Council, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 2021.

Notary Public

EXHIBIT A

**The following Described property is hereby to be annexed to the Village of Dwight,
Livingston and Grundy Counties:**

McPart2021

TRACT 1 (2021 ANNEXED PARCEL) (P.I.N. 05-05-03-400-011)

PART OF THE NORTH HALF OF SECTION 3, TOWNSHIP 30 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ALL DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 3, THENCE SOUTH 0 DEGREES 22 MINUTES 47 SECONDS EAST 3153.57 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3 TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE FORMER NEW YORK CENTRAL RAILROAD, THENCE SOUTH 89 DEGREES 25 MINUTES 38 SECONDS WEST 4083.08 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID FORMER NEW YORK CENTRAL RAILROAD TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE FORMER CHICAGO & ALTON AND GULF MOBILE & OHIO RAILROAD, THENCE NORTH 44 DEGREES 37 MINUTES 32 SECONDS EAST 4471.55 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID FORMER CHICAGO & ALTON AND GULF MOBILE & OHIO RAILROAD TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, THENCE NORTH 89 DEGREES 15 MINUTES 44 SECONDS EAST 920.92 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3 TO THE POINT OF BEGINNING, ALL SITUATED IN LIVINGSTON COUNTY, ILLINOIS AND SUBJECT TO THE RIGHTS OF THE PUBLIC TO THAT PORTION BEING USED AS A PUBLIC HIGHWAY.

EXCEPT THE FOLLOWING DESCRIBED PARCEL;

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE EASTERLY ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER HAVING AN ILLINOIS COORDINATE SYSTEM EAST ZONE, NAD83 (2007) GRID BEARING OF NORTH 88 DEGREES 08 MINUTES 34 SECONDS EAST, A DISTANCE OF 1725.12 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD (F.K.A. THE CHICAGO AND ALTON RAILROAD), SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 08 MINUTES 34 SECONDS EAST, 35.61 FEET ALONG SAID NORTH LINE TO A POINT ON A LINE 25.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID SOUTHEASTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD, THENCE SOUTH 43 DEGREES 32 MINUTES 49 SECONDS WEST, 737.24 FEET ALONG SAID PARALLEL LINE; THENCE SOUTH 46 DEGREES 27 MINUTES 11 SECONDS EAST 25.00 FEET TO A POINT ON A LINE 50.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID SOUTHEASTERLY RIGHT OF WAY LINE; THENCE SOUTH 43 DEGREES 32 MINUTES 49 SECONDS WEST, 1600.00 FEET ALONG SAID PARALLEL LINE; THENCE NORTH 46 DEGREES 27 MINUTES 11 SECONDS WEST, 15.00 FEET TO A POINT ON A LINE 35.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID SOUTHEASTERLY RIGHT OF WAY LINE; THENCE SOUTH 43 DEGREES 32 MINUTES 49 SECONDS WEST, 2126.81 FEET ALONG SAID PARALLEL LINE TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE NORFOLK SOUTHERN RAILROAD (F.K.A THE NEW YORK CENTRAL RAILROAD); THENCE SOUTH 88 DEGREES 20 MINUTES 36 SECONDS WEST 49.67 FEET ALONG SAID NORTH RIGHT OF WAY LINE TO A POINT ON SAID SOUTHEASTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE NORTH 43 DEGREES 32 MINUTES 49 SECONDS EAST, 4473.94 FEET (4471.55 FEET RECORD) ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

ALL CONTAINING A NET AREA OF 177.04 ACRES, MORE OR LESS

TRACT 2 (2021 ANNEXED PARCEL) (P.I.N. 05-05-03-400-011)

PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 30 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ALL DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3, THENCE NORTH 0 DEGREES 22 MINUTES 47 SECONDS WEST 60.00 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3 TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SBI ROUTE 17 AND THE TRUE POINT OF BEGINNING, THENCE SOUTH 89 DEGREES 46 MINUTES 50 SECONDS WEST 1743.15 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SBI ROUTE 17 TO A POINT, THENCE NORTH 0 DEGREES 23 MINUTES 13 SECONDS WEST 1036.03 FEET TO A POINT, THENCE NORTH 86 DEGREES 52 MINUTES 58 SECONDS EAST 193.12 FEET TO A POINT, THENCE NORTH 0 DEGREES 29 MINUTES 17 SECONDS WEST 1484.51 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE FORMER NEW YORK CENTRAL RAILROAD, THENCE NORTH 89 DEGREES 25 MINUTES 38 SECONDS EAST 1553.18 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID FORMER NEW YORK CENTRAL RAILROAD TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, THENCE SOUTH 0 DEGREES 22 MINUTES 47 SECONDS EAST 2539.87 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3 TO THE POINT OF BEGINNING, EXCEPTING THE SOUTH 300 FEET THEREOF, CONTAINING 82.88 ACRES, MORE OR LESS, ALL SITUATED IN LIVINGSTON COUNTY, ILLINOIS.

TRACT 3 (2021 ANNEXED PARCEL) (P.I.N. 05-05-03-400-011)

PART OF THE SOUTH HALF OF SECTION 3, TOWNSHIP 30 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ALL DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 3, THENCE NORTH 89 DEGREES 46 MINUTES 47 SECONDS EAST 2143.5 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 TO A POINT, THENCE NORTH 60.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SBI ROUTE 17 AND IN THE CENTERLINE OF A DRAINAGE DITCH AND THE TRUE POINT OF BEGINNING, THENCE NORTH 0 DEGREES 31 MINUTES 21 SECONDS EAST 146.91 FEET ALONG THE CENTERLINE OF SAID DRAINAGE DITCH TO A POINT IN SAID CENTERLINE, THENCE NORTH 0 DEGREES 31 MINUTES 21 SECONDS EAST 451.10 FEET ALONG THE CENTERLINE OF SAID DRAINAGE DITCH TO A POINT IN SAID CENTERLINE, THENCE NORTH 0 DEGREES 30 MINUTES 46 SECONDS WEST 1896.44 FEET ALONG THE CENTERLINE OF SAID DRAINAGE DITCH TO A POINT IN SAID CENTERLINE, THENCE NORTH 0 DEGREES 58 MINUTES 25 SECONDS WEST 26.13 FEET ALONG THE CENTERLINE OF SAID DRAINAGE DITCH TO A POINT IN SAID CENTERLINE AND TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF THE FORMER NEW YORK CENTRAL RAILROAD, THENCE NORTH 89 DEGREES 25 MINUTES 38 SECONDS EAST 1586.64 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF SAID RAILROAD TO A POINT, THENCE SOUTH 0 DEGREES 29 MINUTES 17 SECONDS EAST 1484.51 FEET TO A POINT, THENCE SOUTH 86 DEGREES 52 MINUTES 58 SECONDS WEST 193.12 FEET TO A POINT, THENCE SOUTH 0 DEGREES 23 MINUTES 13 SECONDS EAST 1036.03 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID SBI ROUTE 17, THENCE SOUTH 89 DEGREES 46 MINUTES 50 SECONDS WEST 901.04 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID SBI ROUTE 17 TO A POINT, THENCE SOUTH 89 DEGREES 46 MINUTES 47 SECONDS WEST 500.37 FEET ALONG SAID NORTH RIGHT-OF-WAY OF SBI ROUTE 17 TO THE POINT OF BEGINNING, EXCEPTING THE SOUTH 300 FEET THEREOF, CONTAINING 77.75 ACRES, MORE OR LESS, ALL SITUATED IN LIVINGSTON COUNTY, ILLINOIS.

TRACT 1 (2000 ANNEXED PARCEL) (PIN 05-05-03-400-010)

THE SOUTH 300 FEET OF THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT:

PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 30 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ALL DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3, THENCE NORTH 0 DEGREES 22 MINUTES 47 SECONDS WEST 60.00 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3 TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SBI ROUTE 17 AND THE TRUE POINT OF BEGINNING, THENCE SOUTH 89 DEGREES 46 MINUTES 50 SECONDS WEST 1743.15 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SBI ROUTE 17 TO A POINT, THENCE NORTH 0 DEGREES 23 MINUTES 13 SECONDS WEST 1036.03 FEET TO A POINT, THENCE NORTH 86 DEGREES 52 MINUTES 58 SECONDS EAST 193.12 FEET TO A POINT, THENCE NORTH 0 DEGREES 29 MINUTES 17 SECONDS WEST 1484.51 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE FORMER NEW YORK CENTRAL RAILROAD, THENCE NORTH 89 DEGREES 25 MINUTES 38 SECONDS EAST 1553.18 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID FORMER NEW YORK CENTRAL RAILROAD TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, THENCE SOUTH 0 DEGREES 22 MINUTES 47 SECONDS EAST 2539.87 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3 TO THE POINT OF BEGINNING, CONTAINING A NET AREA OF 12.0 ACRES, MORE OR LESS, ALL SITUATED IN LIVINGSTON COUNTY, ILLINOIS.

TRACT 2 (2000 ANNEXED PARCEL) (PIN 05-05-03-400-010)

THE SOUTH 300 FEET OF THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT:

PART OF THE SOUTH HALF OF SECTION 3, TOWNSHIP 30 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ALL DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 3, THENCE NORTH 89 DEGREES 46 MINUTES 47 SECONDS EAST 2143.5 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 TO A POINT, THENCE NORTH 60.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SBI ROUTE 17 AND IN THE CENTERLINE OF A DRAINAGE DITCH AND THE TRUE POINT OF BEGINNING, THENCE NORTH 0 DEGREES 31 MINUTES 21 SECONDS EAST 146.91 FEET ALONG THE CENTERLINE OF SAID DRAINAGE DITCH TO A POINT IN SAID CENTERLINE, THENCE NORTH 0 DEGREES 31 MINUTES 21 SECONDS EAST 451.10 FEET ALONG THE CENTERLINE OF SAID DRAINAGE DITCH TO A POINT IN SAID CENTERLINE, THENCE NORTH 0 DEGREES 30 MINUTES 46 SECONDS WEST 1896.44 FEET ALONG THE CENTERLINE OF SAID DRAINAGE DITCH TO A POINT IN SAID CENTERLINE, THENCE NORTH 0 DEGREES 58 MINUTES 25 SECONDS WEST 26.13 FEET ALONG THE CENTERLINE OF SAID DRAINAGE DITCH TO A POINT IN SAID CENTERLINE AND TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF THE FORMER NEW YORK CENTRAL RAILROAD, THENCE NORTH 89 DEGREES 25 MINUTES 38 SECONDS EAST 1586.64 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF SAID RAILROAD TO A POINT, THENCE SOUTH 0 DEGREES 29 MINUTES 17 SECONDS EAST 1484.51 FEET TO A POINT, THENCE SOUTH 86 DEGREES 52 MINUTES 58 SECONDS WEST 193.12 FEET TO A POINT, THENCE SOUTH 0 DEGREES 23 MINUTES 13 SECONDS EAST 1036.03 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID SBI ROUTE 17, THENCE SOUTH 89 DEGREES 46 MINUTES 50 SECONDS WEST 901.04 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID SBI ROUTE 17 TO A POINT, THENCE SOUTH 89 DEGREES 46 MINUTES 47 SECONDS WEST 500.37 FEET ALONG SAID NORTH RIGHT-OF-WAY OF SBI ROUTE 17 TO THE POINT OF BEGINNING, CONTAINING A NET AREA OF 9.63 ACRES, MORE OR LESS, ALL SITUATED IN LIVINGSTON COUNTY, ILLINOIS.

FOR
PART SEC. 3, T. 30 N., R. 7 E.
OF THE THIRD PRINCIPAL MERIDIAN
LIVINGSTON COUNTY, ILLINOIS
JANUARY, 2021

[illegible][illegible]

LEGEND

—————	BOUNDARY OF SURVEY
—————	U.S. GOVERNMENT SUBDIVISION LINE
—————	LOT LINE
—————	FOOT OF WAY LINE
—————	CENTERLINE DRAINAGE DITCH

WE, Charles B. Associates, Inc., do hereby certify that the herein plan is a true and correct representation of a Retirement Plan made under our direction.

1. A. A. A.

Michael W. Gorkart
Professional Land Surveyor
136 434-001209



PROJECTS FROM GREATER SAGINAW COUNTY ECONOMIC DEVELOPMENT BOARD
 400 N. A. 43RD STREET, S.W. SAGINAW, MI 48604-1100 915-434-7235

DATE: 01/20/21	LEVEL	TY	DATE	REVISION	DESCRIPTION
CHECKED BY: KED					
CHECKED BY: KMS					
DATE: 01/20/21					

PLAT
OF
SURVEY

CURRENT AS OF: 01/20/2021		
SCALE: AS SHOWN	SHEET 1	
FILE NO.: W5410.DWG	OF 1	

