

SEP - 2 2014



City Clerk

**ORDINANCE NO. 3119**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT BETWEEN THE CITY OF COLUMBIA, ILLINOIS AND COLUMBIA LAND MANAGEMENT, LLC FOR THE ANNEXATION AND ZONING OF A TRACT OF REAL ESTATE COMPRISING 21.34 ACRES, MORE OR LESS, HAVING AN ASSIGNED ADDRESS OF 247 W. SANDBANK ROAD, WHICH PROPERTY IS BOUNDED BY W. SANDBANK ROAD, ILLINOIS ROUTE 3 AND OLD BLUFF ROAD**

WHEREAS, the City Council as the Corporate Authority (comprised of a Mayor and eight [8] Aldermen) of the City of Columbia, Illinois (the "City") has found and determined and does hereby declare that it is in the welfare and best interests of the City that a certain Annexation Agreement be made and entered into pertaining to a tract of property in Monroe County, Illinois belonging to Columbia Land Management, LLC, comprising 21.34acres, more or less, which tract of real estate is contiguous to the corporate limits of the City and is not situated within the corporate limits of any municipality;

WHEREAS, said written Annexation Agreement has been prepared and a copy of the same is attached hereto;

WHEREAS, the proposed annexation agreement was referred to the City's Planning Commission in accordance with the requirement of Section 17.50.010 of the City's Municipal Code for their investigation: (i) as to the manner in which the proposed location and character of the property sought to be annexed to the City will affect the Comprehensive Community Plan; (ii) for the Plan Commission's recommended zoning classification for the land upon annexation; and, (iii) pre-annexation recommendations of the Plan Commission to be incorporated in the Pre-annexation Agreement and the Plan Commission as of August 25, 2014 has recommended approval of the Annexation Agreement as proposed by the annexation petitioner, including the zoning of the annexation tract as C-3 (Highway Business District) and for the uses and purposes therein authorized;

WHEREAS, the C-3 District Zoning proposed by the Annexation Agreement has been referred to the City's Zoning Board of Appeals for public hearing and the Zoning Board's recommendation regarding the zoning and following publication of notice of the hearing as required by law and ordinance a public hearing will be conducted by the City's Zoning Board of Appeals on September 3, 2014 and the Zoning Board of Appeals will make a recommendation on the requested C-3 Zoning District Classification as requested and as is more particularly set forth in the attached Annexation Agreement.

WHEREAS, the City Council of the City has reviewed and approved the Annexation Agreement, following a public hearing pertaining thereto which was held before the City's City Council on September 2, 2014 pursuant to publication of proper legal notice thereof, all in accordance with the requirements of Section 11-15.1-3 (PROCEDURE) of Division 15.1 (ANNEXATION AGREEMENTS) of the Illinois Municipal Code, as amended (65 ILCS 5/11-15.1-3);

WHEREAS, there are no electors residing on the Annexation Tract and a Petition for Annexation of the Annexation Tract has been filed with the City Clerk, in due form, and signed by the owner of record of said property requesting that the tract of property be annexed to the City subject to the Annexation Agreement that is authorized by this Ordinance;

WHEREAS, the City's City Council has found and determined and does hereby declare, that the annexation of the subject Annexation Tract to the City on the terms and conditions provided in the Annexation Agreement will further the orderly growth and development of the City, enable the City to control the development of the area, and serve the best interests and welfare of the citizens of the City; and,

WHEREAS, the requirements of Section 11-15.1-3 of Division 15.1 (ANNEXATION AGREEMENTS) of the Illinois Municipal Code (65 ILCS 5/11-15.1-3) having been fully complied with regarding making and entering into annexation agreements for the annexation of real estate to municipalities in the State of Illinois and it is necessary and appropriate that the City enact this Ordinance to authorize and approve the Annexation Agreement and authorize the Mayor to make and enter into the Annexation Agreement for and on behalf of the City.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Columbia, Illinois, as follows:

**Section 1.** The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

**Section 2.** The Mayor is hereby authorized and directed to execute and deliver the Annexation Agreement for and on behalf of the City, in the form attached hereto,

which agreement is hereby approved as to form, in as many counterparts as the Mayor shall determine; and, the City Clerk is hereby authorized and directed to attest the same and affix thereto the Corporate Seal of the City.

**Section 3.** This Ordinance shall be in full force and effect from and after its passage and approval, as provided by law.

**Section 4.** The City Clerk or his designee is authorized and directed to record in the office of the Recorder of Deeds in and for Monroe County, Illinois, a copy of the fully executed Annexation Agreement, with a certified true copy of this Ordinance attached thereto.

Alderman Reis moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Niemietz, and the roll call vote was as follows:

YEAS: Aldermen Ebersohl, Agne, Niemietz, Roessler, Reis and Holtkamp.

NAYS: None.

ABSENT: Aldermen Hutch and Mathews.

ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 2<sup>nd</sup> day of September, 2014.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



WESLEY J. HOEFFKEN, City Clerk

(SEAL)

STATE OF ILLINOIS        )  
                              ) SS  
COUNTY OF MONROE )

CERTIFICATE OF TRUE COPY

I, Wesley J. Hoeffken, hereby certify that I am the duly appointed City Clerk of the City of Columbia, Illinois, and as such I am the keeper of the books, records, file and corporate seal of said City.

I further certify that Ordinance No. 3119 entitled:

**"AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT BETWEEN THE CITY OF COLUMBIA, ILLINOIS AND COLUMBIA LAND MANAGEMENT, LLC FOR THE ANNEXATION AND ZONING OF A TRACT OF REAL ESTATE COMPRISING 21.34 ACRES, MORE OR LESS, HAVING AN ASSIGNED ADDRESS OF 247 W. SANDBANK ROAD, WHICH PROPERTY IS BOUNDED BY W. SANDBANK ROAD, ILLINOIS ROUTE 3 AND OLD BLUFF ROAD"**

to which this Certificate is attached, is a true, perfect, complete and correct copy of said Ordinance as enacted at a regular meeting of the City Council held on the 2<sup>nd</sup> day of September, 2014, and as appears of record in the files and records of the City.

IN WITNESS WHEREOF, I have signed, sealed and delivered this Certificate for the uses and purposes hereinabove set forth this 2<sup>nd</sup> day of September, 2014.



WESLEY J. HOEFFKEN, City Clerk

(SEAL)

ANNEXATION AGREEMENT FOR THE ANNEXATION OF  
21.34 ACRES, MORE OR LESS, OF REAL ESTATE  
OWNED BY COLUMBIA LAND MANAGEMENT, LLC

THIS AGREEMENT is made and entered into this \_\_\_\_ day of September, 2014,  
by and between the CITY OF COLUMBIA, a municipal corporation located in the  
Counties of Monroe and St. Clair, in the State of Illinois, organized and existing under  
and by virtue of the laws of the State of Illinois, (hereinafter referred to as the "CITY")  
by and through its Mayor and Board of Aldermen (hereinafter referred to as the  
"Corporate Authorities"), as the Party of the First Part and the COLUMBIA LAND  
MANAGEMENT, LLC, of Columbia, Illinois as the Party of the Second Part,  
(hereinafter referred to as the "CLM" or the "Annexation Petitioner"), WITNESSETH:

WHEREAS, the CLM is the sole owner of record of 21.34 acres, more or less, of  
real estate, which is not situated within the corporate limits of any municipality, which  
boundaries are contiguous to the corporate limits of the CITY, and said property being  
more particularly described on "Exhibit A" attached hereto and hereby made a part  
hereof. (Said property being hereinafter referred to as "Annexation Tract" or "Annexation  
Property"); and

WHEREAS, the subject Annexation Tract is unimproved and there are no electors  
residing thereon; and

WHEREAS, the Annexation Petitioner is requesting that the Annexation Tract be  
annexed to the CITY upon the terms and condition hereinafter set forth; and

WHEREAS, the Corporate Authorities of the CITY, after due and careful  
consideration, have found and determined, and do hereby declare, that the annexation of  
the Annexation Tract to the CITY on the terms and conditions herein set forth and

provided for, will further the orderly growth of the CITY, will enable the CITY to control the development of the area and will serve the welfare and best interest of the residents of the CITY.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and agreements herein contained, it is mutually agreed by and between the parties hereto as follows:

1. Annexation and Zoning of the Annexation Tract. At a regular or special meeting of the CITY Council occurring on or after the meeting where the ordinance authorizing this Annexation Agreement is enacted, the CITY Council will enact an ordinance annexing the Annexation Tract to the CITY. The Annexation Ordinance, together with an accurate map of the Annexation Tract, will be recorded in the office of the Recorder of Deeds of Monroe County, Illinois and filed in the Office of the Clerk of Monroe County, Illinois, in accordance with requirements of Sections 5/7-1-8 and 5/7-1-40 of the Illinois Municipal Code (65 ILCS 5/7-1-8 and 5/7-1-40). As soon as practical after the enactment of the Annexation Ordinance for the annexation of the Annexation Tract to the CITY, the Annexation Petitioner shall apply for the Annexation Tract to be zoned "C-3" for the uses and purposes herein authorized and those listed on "Exhibit B" attached hereto and made a part hereof.

2. Plan Approval. Attached hereto as "Exhibit C" is a complete set of plans for the development of the CLM property including site plans, improvement plans, building plans, and EPA Permits. The City will review all of the plans by the time the Annexation Agreement is approved and will issue the building permit if all applicable City Codes have been met, the day after the Annexation Ordinance is approved. The City

will approve building plans within 30 days after being submitted and the day after the Annexation Ordinance is approved. The City will not object to CLM beginning work on the Annexation Property prior to building plan approval. CLM will submit EPA permits as soon as possible.

3. Subdivision Requirements. As long as CLM complies with the requirements contained in this Agreement, the CLM will not be required to comply with any CITY Subdivision requirements that are waived pursuant to this agreement; however, CLM will apply for variances that may be required. Any different owners of buildings being built will not be required to subdivide any part of the Annexation Tract as long as the requirements of this Agreement are followed and required variances are obtained.

4. Private Roads. CLM will have private roadways contained in the Annexation Property. Said private roads will be maintained by the building owners, pursuant to restrictions placed on deeds to the various parcels in the Annexation Tract. In the event the owners or owner fail to maintain the roads, the City is authorized to repair or maintain said roads and file a lien on the property for payment of the cost of repair and maintenance and any attorney fees incurred. This Restriction will be placed on the Deeds. The City will give the owner or owners sixty (60) days notice prior to exercising the power granted herein. When construction is complete, the City may, but it not required to, accept the roadway(s) as City street(s).

5. Parking Lot. The parking lot for the Annexation Property is proposed to be constructed as follows:

a. Parking spaces shall be 9x18 feet with accessible parking space quantities required by the Illinois Associability Code and

American's with Disabilities Act. CLM will apply for any variances required for said parking size.

- b. Each building in the Annexation Tract will have one loading birth 12x35 feet in dimension. CLM will apply for any variances required for said loading birth size.
- c. Parking will be adequate to support each building taking into account there will be mixed use in the development and office use will not conflict with uses more active in the evening, such as restaurants and/or hotels.

6. Sidewalks. Paved pedestrian paths or sidewalks may be provided within the Annexation Tract but will not be required as a part of any phase of construction.

7. Detention. CLM will provide for a storm water control detention pond, which will meet City Storm Water Management Regulations as shown on the attached "Exhibit D".

8. Building Heights and Building Density. The Annexation Tract will be developed with multiple buildings up to 450,000 square feet in gross area. The building height will be up to 8 stories, and up to 100 feet above the average ground elevation of the building perimeter. CLM will apply for any variance required for the requested building heights and building density.

9. Signage. There will be permitted a monument sign at each entrance to the Annexation Tract which may include signage for tenants. Signage may be attached to the face of the buildings to identify tenants therein. Direction signage within the development will include the building address(es) at each parking lot entrance. These signs will not

obscure views for driving. There will be a monument sign placed next to Route 3. CLM will submit a "sign package" to the City with sign details and apply for any variances required.

10. Outdoor Dining Establishment. The establishments serving food and drink may include outdoor service areas. Additional outdoor areas will be arranged so as not to create a nuisance to any adjacent property. Outdoor music will be allowed. Liquor may be served at any time it is legal to serve by City Code.

11. ATM. In the event a kiosk type ATM is added to the Annexation Tract its exterior material shall be allowed to be a factory finished metal enclosure and canopy- plans will be submitted with the sign package.

12. Electricity Generation. Buildings and site areas in the Annexation Tract may include solar powered electricity generating equipment and back-up generators.

13. Allowable Building Uses. The uses stated on "Exhibit B" are the permitted building uses. However, CLM will apply for any required variances.

14. Water and Utility Service. The CLM will be allowed to tap into existing sewer and water connection for services to the buildings being contemplated to be built on the Annexation Property. The City will waive any tap-in fees for the first two buildings. The City will assist CLM with acquiring any public right-of-way easements necessary to install and utilize utilities.

15. Annexation and Variances Expense. The CITY shall pay all of the legal and engineering expense incurred by the CITY in the annexation and zoning of the Annexation Tract. The CLM will pay for all other expenses, including the costs incurred in preparing the Annexation Plat that is required to be recorded with the Annexation

Ordinance in the Office of the County Recorder in Monroe County, Illinois, and which is also required to be filed in the Office of the Clerk of Monroe County, Illinois. CLM will be responsible for any fees associated with publishing any notices required under this Agreement.

The City will waive any filing fees for any petitions for zoning variances or annexation, however, CLM will reimburse the City for any out of pocket costs, including publication and notification costs as well as transcription fees.

16. Liquor Licenses. The development has planned and will have restaurants in the planned buildings. The Liquor Control Commissioner and City Council understand the need for liquor licenses and will use their best efforts to issue licenses to qualified applicants.

17. Annexation of Adjoining Property. The CITY will, as soon as practical, annex adjoining property to the Annexation Tract, which is contiguous thereto as described on "Exhibit E" attached hereto and known as "Schmidt" property. The City will take all steps necessary to insure that said adjoining property is maintained as per its regulations and codes and any abandoned buildings are removed, as allowed by law or City Code.

18. CLM Real Estate Tax Reimbursement or Abatement. The obligations of CLM hereunder are contingent upon CLM entering into a Real Estate Tax Abatement Agreement or Reimbursement Agreement with the Columbia School District #4 School Board and the City prior to the annexation of the Annexation Tract. Said agreements shall provide for abatement or reimbursement of 75% of Real Estate Taxes for 10 years for the first 2 buildings being constructed and tax abatement or reimbursement of 10%-50% of

Real Estate Taxes for ten (10) years for buildings 3, 4, and 5. The tax abatement or reimbursement shall begin with the first tax bill received on any constructed building. Abated or refunded property taxes will be used to offset the site cost and other planning, engineering, and other non-construction costs.

The maximum tax abatement period will be 20 years from the date of this Agreement.

19. Antennas and Cell Towers. Antenna and cell towers on the roof of the buildings will be permitted so long as said devices comply with the City's Telecommunications Code. The City will be allowed to put an antenna and/or cell tower on the roof of the building and to have a room for communication equipment at no cost to the City.

20. Indemnification. The CLM shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from (i) the failure of the CLM or any contractor, subcontractor or agent or employee thereof to timely pay any contractor, subcontractor, laborer or materialman; (ii) from any default or breach of the terms of this agreement by the CLM; or (iii) from any negligence or reckless or willful misconduct of the CLM or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the CLM). The CLM shall, at its own costs and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in

connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action, the CLM shall, at its own expense, satisfy and discharge the same. This paragraph shall not apply, and the CLM shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees or contractors.

In no way limiting the foregoing, the CLM shall also indemnify and hold harmless the City, its agents, officers, and employees against all damages, claims, suits, liabilities, judgments, fines, penalties, costs and expenses (including reasonable attorney's fees) which may arise directly or indirectly from any violation of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et. seq.*, in connection with CLM's development of the Annexation Tract.

21. Effective Term. This Agreement shall be effective for a term of twenty (20) years from the date of this execution.

22. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, successor owners of record of the subject property and all parts thereof, their legal representatives, successors, lessees and assigns, and upon any successor municipalities. Nothing herein shall prevent the conveyance or sale of the Annexation Tract or portions thereof, except that such sale shall be subject to the provisions of this Annexation Agreement and to the Zoning Code and other codes and ordinances of the CITY, and the new owners shall be both benefited and bound by the terms, conditions and restrictions contained in this Annexation Agreement.

23. Enforcement. This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties hereto by an appropriate action at law or in

equity to secure performance of the covenants hereof in accordance with the provisions of Section 11-15.1-4 of the Illinois Municipal Code (65 ILCS 5/11-15.1-4). In the event there is a breach of or a default under this Agreement by one of the parties hereto and it thereby becomes necessary for the other party hereto adversely affected thereby to retain the services of any attorney to enforce the Agreement, then and in that event the losing party to such controversy or litigation shall be required to pay the other party's reasonable attorneys' fees, court costs and other expenses incurred in enforcing this Agreement.

24. Severability. In the event any provision of this Annexation Agreement shall be declared invalid by a court of competent jurisdiction, invalidity of said provisions will not affect the validity of the other provisions of this Agreement.

25. Amendments. This Annexation Agreement may be amended by written mutual agreement of the parties hereto and pursuant to a CITY ordinance duly enacted following a public hearing and publication of the notice of hearing, as provided by Section 11-15.1-3 of the Illinois Municipal Code (65 ILCS 5/11-15.1-3).

IN WITNESS WHEREOF, the parties hereto have made and entered into this agreement on the date first above written.

CITY OF COLUMBIA, ILLINOIS,  
Party of the First Part,

BY: \_\_\_\_\_  
Kevin B Hutchinson, Mayor

ATTEST:

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Wesley J Hoeffken, City Clerk

STATE OF ILLINOIS        )  
                              )        SS  
COUNTY OF MONROE      )

The undersigned, a Notary Public, in and for the County, in the State aforesaid, hereby certifies that KEVIN B. HUTCHINSON and WESLEY J. HOEFFKEN, personally known to me and known to me to be the Mayor and the City Clerk, respectively, of the City of Columbia, Monroe County, Illinois, in the above Agreement referred to as Party of the First Part, appeared before me, in person, this date, and acknowledged that they signed and delivered the above foregoing document pursuant to an ordinance of the City of Columbia, Illinois, duly enacted, as their free and voluntary act and deed and as the free and voluntary act and deed of the City of Columbia, Illinois, a Municipal Corporation, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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NOTARY PUBLIC

COLUMBIA LAND MANAGEMENT, LLC

BY: \_\_\_\_\_  
Managing Partner

STATE OF ILLINOIS        )  
                              )        SS  
COUNTY OF MONROE      )

The undersigned, a Notary Public, in and for the County, in the State aforesaid, hereby certifies that JOSEPH KOPPIES, personally known to me to be the Managing Partner, of COLUMBIA LAND MANAGEMENT, LLC, and known to me to be the same person whose name is subscribed to the above and foregoing document, appeared before me, in person, this date, and acknowledged that he signed and delivered the above and foregoing document as his free and voluntary act and deed and as the free and voluntary act and deed of such company, pursuant to enabling resolution of said company duly enacted, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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NOTARY PUBLIC

THIS DOCUMENT PREPARED BY:

ARLIE E. TRAUGHER #02852543  
TRAUGHER & MORRIS, LTD.  
217 SOUTH MAIN STREET  
P.O. BOX 587  
COLUMBIA, ILLINOIS 62236  
TELEPHONE: (618) 281-7614

EXHIBIT "A"

PART OF TAX LOT 3A IN SURVEY 555, CLAIM 505 AS RECORDED IN THE RECORDER'S OFFICE OF MONROE COUNTY ILLINOIS IN SURVEYOR'S OFFICIAL PLAT RECORD "A" ON PAGE 106 AND PART OF TAX LOT 13A IN SURVEY 556, CLAIM 498 AS RECORDED IN THE RECORDER'S OFFICE OF MONROE COUNTY ILLINOIS IN SURVEYOR'S OFFICIAL PLAT RECORD "A" ON PAGE 106 ALL IN TOWNSHIP 1 SOUTH RANGE 10 WEST OF THE 3RD P.M. MONROE COUNTY ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN OLD STONE AT THE NORTHWESTERLY CORNER OF TAX LOT 3A IN SAID SURVEY 555, CLAIM 505; THENCE SOUTH 62 DEGREES 25 MINUTES 28 SECONDS EAST ALONG THE NORTH LINE OF TAX LOT 3A OF SAID SURVEY 555, CLAIM 505, 99.00 FEET TO AN OLD STONE; THENCE SOUTH 12 DEGREES 25 MINUTES 46 SECONDS WEST 220.00 FEET TO A REBAR AND CAP; THENCE NORTH 62 DEGREES 25 MINUTES 28 SECONDS WEST 99.00 FEET TO AN IRON PIPE ON THE WESTERLY LINE OF TAX LOT 3A OF SAID SURVEY 555, CLAIM 505; THENCE SOUTH 12 DEGREES 25 MINUTES 46 SECONDS WEST ALONG THE WESTERLY LINE OF TAX LOT 3A OF SAID SURVEY 555, CLAIM 505, 416.84 FEET TO A REBAR AND CAP AT THE SOUTHWESTERLY CORNER OF TAX LOT 3A OF SAID SURVEY 555, CLAIM 505; THENCE SOUTH 61 DEGREES 09 MINUTES 59 SECONDS EAST ALONG THE SOUTHERLY LINE OF TAX LOT 3A OF SAID SURVEY 555, CLAIM 505 824.38 FEET TO AN OLD STONE; THENCE SOUTH 37 DEGREES 42 MINUTES 17 SECONDS EAST ALONG THE SOUTHERLY LINE OF TAX LOT 3A OF SAID SURVEY 555, CLAIM 505, 207.07 FEET TO A REBAR AND CAP; THENCE NORTH 55 DEGREES 11 MINUTES 59 SECONDS EAST 230.68 FEET TO AN IRON PIPE AND CAP ON THE WESTERLY RIGHT OF WAY LINE OF FA ROUTE 14 (ILLINOIS ROUTE 3); THENCE ALONG THE WESTERLY RIGHT OF WAY OF LINE OF FA ROUTE 14 (ILLINOIS ROUTE 3) THE FOLLOWING BEARINGS AND DISTANCES: NORTH 13 DEGREES 30 MINUTES 11 SECONDS WEST 230.60 FEET TO A REBAR AND CAP; THENCE NORTH 01 DEGREE 21 MINUTES 40 SECONDS EAST 91.95 FEET TO A REBAR AND CAP; THENCE NORTH 11 DEGREES 57 MINUTES 32 SECONDS WEST 276.44 FEET TO A REBAR; THENCE NORTH 28 DEGREES 56 MINUTES 23 SECONDS WEST 171.39 FEET TO A REBAR; THENCE NORTH 18 DEGREES 21 MINUTES 53 SECONDS WEST 339.89 FEET TO A REBAR, SAID POINT BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED AS TRACT A IN CONDEMNATION CASE NO. 90-ED-5 ORDER VESTING FIELD TITLE FILED JULY 5, 1990; THENCE NORTH 37 DEGREES 16 MINUTES 45 SECONDS WEST 624.78 FEET TO A REBAR; THENCE NORTH 61 DEGREES 00 MINUTES 18 SECONDS WEST 77.40 FEET TO A REBAR, SAID POINT BEING ON THE CENTERLINE OF BLUFF ROAD (COUNTY HIGHWAY 6); THENCE SOUTHERLY ALONG SAID CENTERLINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 220.00 FEET A DISTANCE OF 62.60 FEET (THE CHORD BEARS SOUTH 24 DEGREES 06 MINUTES 16 SECONDS WEST 62.38 FEET) TO A REBAR; THENCE SOUTH 17 DEGREES 18 MINUTES 36 SECONDS WEST ALONG SAID CENTERLINE 498.51 FEET TO A REBAR AND CAP ON THE NORTHEASTERLY LINE OF SURVEY 555, CLAIM 505; THENCE SOUTH 62 DEGREES 25 MINUTES 28 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SURVEY 555, CLAIM 505 20.00 FEET TO THE POINT OF BEGINNING.

Also described as:

Parcel 1:

Part of Tax Lot 3A in Survey 555, Claim 505 as recorded in the Recorder's Office of Monroe County Illinois in Surveyor's Official Plat Record "A" on page 106 and part of Tax Lot 13A in Survey 556, Claim 498 as recorded in the Recorder's Office of Monroe County Illinois in Surveyor's Official Plat Record "A" on page 106 all in Township 1 South Range 10 West of the 3<sup>rd</sup> P.M. Monroe County Illinois, more particularly described as follows:

Commencing at an old stone at the Northwesterly corner of Tax Lot 3A in said Survey 555, Claim 505; thence on an assumed bearing of South 12 degrees 28 minutes 57 seconds West on the Westerly line of Tax Lot 3A of said Survey 555, Claim 505, a distance of 636.84 feet to an iron pin at the Southwesteley corner of Tax Lot 3A of said Survey 555, Claim 505; thence South 61 degrees 06 minutes 48 seconds East on the Southerly line of Tax Lot 3A of said Survey 555, Claim 505, a distance of 350.69 feet to an iron pin on the Southeasterly right of way line of FA Route 182 as recorded in the Recorder's Office of Monroe County Illinois in Book of Plats "C" on page 44, the point of beginning of the tract of land herein described; thence continuing South 61 degrees 06 minutes 48 seconds East on the Southerly line of Tax Lot 3A of said Survey 555, Claim 505, a distance of 473.69 feet to an old stone; thence South 37 degrees 39 minutes 06 seconds East on the Southwesteley line of Tax Lot 3A of said Survey 555, Claim 505 a distance of 207.07 feet to an iron pin; thence North 55 degrees 15 minutes 10 seconds East, a distance of 230.68 feet to an iron pin on the Westerly right of way line of FA Route 14 (Illinois Route 3); thence North 13 degrees 27 minutes 00 seconds West on the Westerly right of way line of FA Route 14 (Illinois Route 3) a distance of 230.60 feet to an iron pin; thence North 01 degrees 24 minutes 51 seconds East on the Westerly right of way line of FA Route 14 (Illinois Route 3) a distance of 91.95 feet to an iron pin; thence North 11 degrees 54 minutes 21 seconds West on the Westerly right of way line of FA Route 14 (Illinois Route 3) a distance of 276.44 feet to an iron pin; thence North 28 degrees 53 minutes 12 seconds West on the Westerly right of way line of FA Route 14 (Illinois Route 3) a distance of 171.39 feet to an iron pin on the Southeasterly right of way line of FA Route 182; thence South 53 degrees 41 minutes 33 seconds West on the Southeasterly right of way line

of FA Route 182, a distance of 127.38 feet to an iron pin; thence South 43 degrees 02 minutes 41 seconds West on the Southeasterly right of way line of FA Route 182, a distance of 192.98 feet to an iron pin; thence South 53 degrees 38 minutes 30 seconds West on the Southeasterly right of way line of FA Route 182, a distance of 382.08 feet to an iron pin; thence South 04 degrees 22 minutes 05 seconds East on the Southeasterly right of way line of FA Route 182, a distance of 32.58 feet to the point of beginning.

**Parcel 2**

**Part of Tax Lot 3A in Survey 555, Claim 505 as recorded in the Recorder's Office of Monroe County Illinois in Surveyor's Official Plat Record "A" on page 106 and part of Tax Lot 13A in Survey 556, Claim 498 as recorded in the Recorder's Office of Monroe County Illinois in Surveyor's Official Plat Record "A" page 106 all in Township 1 South Range 10 West of the 3<sup>rd</sup> P.M. Monroe County Illinois more particularly described as follows:**

Beginning at an old stone at the Northwesterly corner of Tax Lot 3A in said Survey 555, Claim 505; thence on an assumed bearing of South 62 degrees 22 minutes 17 seconds East on the Northeasterly line of Survey 555, Claim 505 a distance of 99.00 feet to an iron pin; thence South 12 degrees 28 minutes 57 seconds West a distance of 220.00 feet to an iron pin; thence North 62 degrees 22 minutes 17 seconds West a distance of 99.00 feet to an iron pin on the Westerly line of Tax Lot 3A in said Survey 555, Claim 505; thence South 12 degrees 28 minutes 57 seconds West on the Westerly line of Tax Lot 3A in said Survey 555, Claim 505 a distance of 272.02 feet to an iron pin on the Northerly right of way line of FA Route 182 as recorded in the Recorder's Office of Monroe County Illinois in Book of Plats "C" on page 44; thence South 35 degrees 25 minutes 42 seconds East on the Northerly line of FA Route 182, a distance of 170.44 feet to an iron pin; thence North 40 degrees 38 minutes 36 seconds East on the Westerly right of way line of FA Route 182 a distance of 643.93 feet to an iron pin; thence North 54 degrees 08 minutes 10 seconds East on the Westerly right of way line of FA Route 182, a distance of 234.86 feet to an iron pin on the Westerly right of way line of FA Route 14 (Illinois Route 3); thence North 37 degrees 13 minutes 34 seconds West on the Westerly right of way line of FA Route 14 (Illinois Route 3) a distance of 624.78 feet to an iron pin; thence North 60 degrees 57 minutes 07 seconds West on the Westerly line of FA Route 14 (Illinois Route 3) a distance of 77.40 feet to an iron pin; thence Southerly on the centerline of Bluff Road (County Highway 6) on a curve to the left having a radius of 220 feet (central angle of 16 degrees 08 minutes 07 seconds, chord distance of 62.38 feet, chord bearing South 24 degrees 09 minutes 51 seconds West) an arc distance of 62.60 feet to an iron pin; thence South 17 degrees 21 minutes 47 seconds West on the centerline of Bluff Road (County Highway 6) a distance of 498.51 feet to an iron pin on the Northeasterly line of said Survey 555, Claim 505; thence South 62 degrees 22 minutes 17 seconds East on the Northeasterly line of said Survey 555, Claim 505 a distance of 20 feet to the point of beginning.

**Parcel 3**

**Part of Tax Lot 3A in Survey 555, Claim 505 as recorded in the Recorder's Office of Monroe County Illinois in Surveyor's Official Plat Record "A" on page 106 and part of Tax Lot 13A in Survey 556, Claim 498 as recorded in the Recorder's Office of Monroe County Illinois in Surveyor's Official Plat Record "A" on page 106 all in Township 1 South Range 10 West of the 3<sup>rd</sup> P.M. Monroe County Illinois more particularly described as follows:**

Commencing at an old stone at the Northwesterly corner of Tax Lot 3A in said Survey 555, Claim 505; thence on an assumed bearing of South 12 degrees 28 minutes 57 seconds West on the Westerly line of Tax Lot 3A in said Survey 555, Claim 505 a distance of 492.02 feet to an iron pin on the Northerly right of way line of FA Route 182 as recorded in the Recorder's Office of Monroe County Illinois in Book of Plats "C" on page 44 being the point of beginning; thence South 35 degrees 25 minutes 42 seconds East on the Northwesterly right of way line of FA Route 182 a distance of 170.44 feet to an iron pin; thence North 40 degrees 38 minutes 36 seconds East on the Northwesterly right of way line of FA Route 182, a distance of 643.93 feet to an iron pin; thence North 54 degrees 08 minutes 10 seconds East on the Northwesterly right of way line of FA Route 182, a distance of 234.86 feet to a point on the Westerly right of way line of FA Route 14 (marked Illinois Route 3) said point being the Southwest corner of a tract of land described as Tract A in Condemnation Case No. 90-ED-5 Order Vesting Title filed July 5, 1990; thence South 18 degrees 18 minutes 42 seconds East 339.89 feet to a point on the Southeasterly right of way line of FA Route 182 and the Westerly right of way line of FA Route 14, said point being the Northwest corner of a tract of land described as Tract B of said Condemnation Case No. 90-ED-5; thence South 53 degrees 41 minutes 33 seconds West on the Southeasterly right of way line of FA Route 182 a distance of 127.38 feet to an iron pin; thence South 43 degrees 02 minutes 41 seconds West on the Southeasterly right of way line of FA Route 182, a distance of 192.98 feet to an iron pin; thence South 53 degrees 38 minutes 30 seconds West on the Southeasterly right of way line of FA Route 182 a distance of 382.08 feet to an iron pin; thence South 04 degrees 22 minutes 05 seconds East on the Southeasterly right of way line of FA Route 182 a distance of 32.58 feet to an iron pin on the Southerly line of Tax Lot 3A of said Survey 555, Claim 505 and the Northerly right of way line of Township Road 9 (Sandbank Road); thence North 61 degrees 06 minutes 48 seconds West on the Southerly line of Tax Lot 3A of said Survey 555, Claim 505 and the Northerly right of way line of Township Road 9, a distance of 350.69 feet to an iron pin at the Southwesterly corner of Tax Lot 3A of said Survey 555, Claim 505, said corner also being on the Easterly right of way line of County Highway 6 (Bluff Road); thence North 12 degrees 28 minutes 57 seconds East on the Westerly line of Tax Lot 3A of said Survey 555, Claim 505 and the Easterly right of way line of County Highway 6, a distance of 144.82 feet to the point of beginning.

## EXHIBIT "B"

### **Allowable Building Uses (without special use permits):**

Apparel, Clothing, and Accessories Sales

Art Gallery

\* Amusement Establishments including bowling alleys, billiard halls, skating rinks and similar places of recreation

Bakeries with retail counter

Banks or Financial Institutions, including those with Drive Through

Blueprint or Copy Shop or Printing Establishment

Call Centers

Catering Establishments

Churches

College or University

Computer Sales or Service Establishments

Denture Stores with fabrication or assembly of products on-site

Department Stores

Dry Cleaning-receiving shop

Employment Agency

Eyeglass Stores with fabrication or assembly of products on-site

Fraternal Organization

Florist Shop (no greenhouse)

Hair, nail, and/or skin care, including barbershops and beauty shops

Hardware Store

Hotels and Motels

Interior Decorating Business and/or showroom

Jewelry Store

Lounges, Taverns, and Pubs

Medical and Dental Clinics and laboratories, including imaging centers

Multiple Family Dwellings, in conjunction with any office building not to exceed 30% of the area of said office building

Nursing Homes and or Assisted Living Centers including ground floor spaces

Offices, business and professional

Office Supply Stores

Packaged Alcoholic Liquor Sales

Photographers Studio

Physical culture and health service establishments, including gymnasiums, swimming pools, reducing salons, and tanning spas

Private Clubs or Lodges

Picture Framing Shop, including fabrication on premises

Public Parking Garage

School, Business College or trade school operated as a business enterprise

Sign Shop, including fabrication on signs on premises

Pharmacy, including those with Drive Through

Restaurants, including those with Drive Through and/or outdoor dining area

Retail Stores, excluding adult-use businesses

Tailor Shop

Tanning and therapeutic Massage  
Theaters, excluding drive-ins  
Ticket agencies, limited to entertainment functions  
Tobacco Shops  
Travel bureau and transportation ticket offices  
Urgent Care Center  
Wholesale merchandise broker office  
And other uses similar to and closely related to the above uses

\*Amusement Establishments shall not include Adult Entertainment clubs, shops, or related businesses