

**THIS INSTRUMENT PREPARED BY:**

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Chicago, Illinois 60602  
and  
Christian G. Spesia  
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1415 Black Road  
Joliet, Illinois 60435

**AND RETURN TO:**

Village Clerk  
Village of Manhattan  
P. O. Box 31  
Manhattan, Illinois 60442

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**THE ABOVE SPACE FOR RECORDER'S USE**

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT ("Agreement") made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2011 ("Effective Date"), by and between THE VILLAGE OF MANHATTAN, an Illinois municipal corporation of the County of Will, in the State of Illinois (the "Village") and BLIZZARD PROPERTIES, LLC, an Illinois limited liability corporation ("Blizzard Blue"); and STANDARD BANK AND TRUST AS TRUSTEE UNDER TRUST NO. 16771, DATED NOVEMBER 17, 2000 (the "Trust"). Blizzard Blue and the Trust are collectively referenced herein as the "Owners". Within this Agreement, the Village, Blizzard Blue and the Trust may sometimes be referred to individually as "Party" or collectively as the "Parties".**

**WITNESSETH:**

**WHEREAS, the Village of Manhattan is an Illinois municipal corporation and Home Rule municipality organized under the Illinois Municipal Code in the County of Will, State of Illinois; and**

**WHEREAS, Blizzard Blue and the Trust are individually the legal titleholders of certain portions of the following described real estate, the legal description of which is attached hereto and made a part hereof, as Exhibit A, containing 560± acres ("Subject Property"); and**

**WHEREAS**, the Subject Property is located in the Village of Manhattan, Manhattan Township, Will County, Illinois. The Subject Property is located and generally bordered by Baker Road on the north, Cedar Road on the east, Smith Road on the south and Eastern Avenue on the west; and

**WHEREAS**, the Subject Property is vacant and unimproved farmland; and

**WHEREAS**, the Subject Property is currently zoned as depicted on the attached **Exhibit B** under the Zoning Ordinance of the Village and was subject to an Annexation Agreement dated July 15, 1997; and

**WHEREAS**, the Annexation Agreement dated July 15, 1997 has been terminated and declared null and void by agreement of the Parties as reflected in that certain “First Amendment to Annexation Agreement” dated \_\_\_\_\_, 2012; and

**WHEREAS**, the Subject Property remains annexed to the Village; and

**WHEREAS**, Blizzard Blue and the Trust have petitioned and applied to the Village for such planning and zoning approvals as may be necessary and desirable for the purposes stated herein; and the Village has conducted such public hearings and meetings as provided by Illinois law as are necessary and proper for such petitions and applications, namely a hearing has been held before the Village’s Planning and Zoning Commission for consideration of the various zoning approvals referenced herein and the Planning & Zoning Commission has recommended in favor of the zoning approvals on September 27, 2011; and

**WHEREAS**, as proof of ownership, the Owners shall provide the Village with a copy of their title commitment in a minimum amount of \$10,000.00 issued by a title insurance company licensed to do business in the State of Illinois on the current form of American Land title Association (ALTA) Owner’s Policy (or equivalent policy), showing ownership and status of title to the Subject Property, including but not limited to, setting forth any mortgages, liens, or other security interests affecting title to the Subject Property, with an effective date not longer than six (6) months prior to the date of execution of this Agreement and a title policy must be provided to the Village before this Agreement may be recorded; and

**WHEREAS**, Owners shall provide the Village with copies of written notice to and approval from all mortgagees, lienholders, or holders of any security interest, affecting title to the Subject Property, that this Agreement is being executed and that this Agreement shall be superior to any such mortgage, lien or other security interest and Owners shall provide same to the Village prior to execution and recording of this Agreement; and

**WHEREAS**, if there are no mortgages, liens, or other security interests affecting title to the Subject Property or any part thereof, then Owners shall affirmatively state so in writing prior to the execution of this Agreement; and

**WHEREAS**, irrespective if there are or are not any mortgages, liens, or other security interests affecting title to the Subject Property or any part thereof, Owners shall execute an Affidavit of Title covering the date of evidence of title up through and including the date of execution of this Agreement by Owners. (Said Affidavit of Title is attached hereto and incorporated herein by reference as **Exhibit C**); and

**WHEREAS**, the Corporate Authorities of the Village, after due and careful consideration, have concluded that the development of the Subject Property, upon the terms and conditions hereinafter set forth, would further the growth of the Village and enable the Village to control the development of the area and serve the best interests of the Village; and

**WHEREAS**, the Village, Blizzard Blue and the Trust, acting consistent with Illinois law and the Village’s Home Rule powers have agreed to the terms and conditions in this Agreement as evidenced by their signatures affixed hereto.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village, Blizzard Blue and Trust agree as follows:

1. **Incorporation of Recitals**. The foregoing recitals are material to this Agreement and are incorporated into this Agreement as if fully stated herein. The Parties shall fully cooperate with each other in carrying out the terms of this Agreement. All Parties represent that they have the full authority to enter into this Agreement pursuant to law.

2. **Authority**.

A. This Agreement is made pursuant to and in accordance with the provisions of the Illinois Municipal Code (Chapter 65 of the Illinois Compiled Statutes) including, but not limited to the authority granted to the Village to approve map amendments; to enter into contracts; to accept dedications of land by easement or deed for public use and to convey land dedications and easements; and the Village’s Home Rule Authority.

B. The Village and the Owners acknowledge to each other that the Subject Property is validly annexed to the Village in accordance with Ordinance Number 640 recorded as Doc. No. 97-074600, recorded in the Office of the Recorder of Deeds of Will County, Illinois.

3. **Zoning Approvals**. The Parties respectively agree that simultaneous with the approval of this Agreement, the Village shall adopt an ordinance and undertake all necessary acts, to:

A. Rezone and reclassify the use of the Subject Property as BP (Business Park District), R-5 Multiple Family Residence District (subject to those residential land uses set forth on **Exhibit E**) and C-3 General Commercial District as set forth in the Plat of Zoning attached hereto and incorporated herein by reference as **Exhibit D**.

B. Approve the departures from Village Ordinance as described on the Flex Use Development Table attached hereto as **Exhibit E**.

C. The Village agrees and acknowledges that the land depicted in Pods A and B on the Flex Use Development Plat attached hereto as **Exhibit F**, may be rezoned in the future, within thirty (30) days from receipt of a written application, to the R-5 District for the residential uses as depicted in Pods A and B on **Exhibit F** in the event that an owner or developer, including one of the Parties, submits a development request for seventy-five percent (75%) or greater of the acreage for the residential uses shown on **Exhibit F** as Pods A and B. The Parties acknowledge that all required public hearings have been held and concluded for the rezonings referenced herein and that any future rezonings referenced herein shall not require additional public hearings but shall require applications and Village Board action. The Parties further acknowledge that public hearings have not been held for Special Use Permits for Planned Unit Developments and that all future Planned Unit Developments shall require compliance with Village Ordinances including applications, public hearings and Village Board approval.

D. The Village further acknowledges and agrees that the land depicted in Pods C, D and E on **Exhibit F**, or any portion thereof, may be rezoned within thirty (30) days from receipt of a written application to BP Business Park District or C-3, General Commercial District in the event that a future owner or developer submits a rezoning request for permitted uses in the BP or C-3, General Commercial District. The Parties acknowledge that all required public hearings have been held and concluded for the rezonings referenced herein and that any future rezonings referenced herein shall not require additional public hearings but shall require applications and Village Board action. The Parties further acknowledge that public hearings have not been held for Special Use Permits for Planned Unit Developments and that all future Planned Unit Developments shall require compliance with Village Ordinances including applications, public hearings and Village Board approval.

E. The Parties acknowledge that the densities shown in **Exhibit E** for the respective pods are representative only as possible maximum densities and that final acreages, density and layout of the lots will be subject to the Owner's submittal of preliminary and final plats that otherwise comply with all applicable Village Ordinances and regulations at the time of the submittal including but not limited to open space, minimum lot size, stormwater management and setback requirements, except as otherwise provided in the Flex Use Land Table (**Exhibit E**) and in Paragraph (G) below.

F. The parties further agree that subject to the terms and conditions of this Agreement and compliance with Village ordinances and regulations, each pod or portion thereof may be platted and developed independent of each other pod. The development of each individual pod or portion thereof shall not require an amendment of this Agreement or the consent of the owner(s) of the remaining pods. Recapture fees and all other permit/development fees, including where applicable, all fees set forth in this

Agreement shall be determined prorata for the individual pod being developed, unless the fee is calculated on a per unit basis. This provision shall not apply to any fees or payments referenced in Paragraph 13.

G. The gross site area, lot area requirements, lot width requirements and yard requirements on the Development Plan shall be governed by the Flex Use Development Table attached hereto as **Exhibit E**. In addition, where a range of lot widths and side yard setbacks are shown on **Exhibit E** for any pods, no more than 25% of the lots in that particular pod can be developed at less than the maximum for that range absent Village Board approval to the development of more than 25% of the lots at less than the maximum.

H. The Village has duly considered Developer's request for departures from the Zoning Regulations and hereby approves the departures set forth on **Exhibit E**. Modified or additional departures or variances may be approved by the Village pursuant to the special use permit for planned unit development procedures established in its ordinances without the necessity of amending this Agreement.

I. The Village shall approve preliminary and final plats of subdivision for the Subject Property pursuant to the procedures, standards and timelines set forth in the Subdivision Code after the submittal of applications for preliminary and final plats of subdivision, which are in substantial conformance with this Agreement.

J. In the course of seeking approval for development of any part of the Subject Property, the Blizzard Blue or the Trust, may at their sole cost and expense, seek additional zoning approvals and subdivision variations, which approvals or variations shall be subject to Village approval after compliance with all applicable Village ordinances and regulations. Those approvals shall not require an amendment to this agreement or consent of any other party so long as the applications only pertain to land owned or controlled by the owner listed in the application.

K. During the term of this Agreement, notwithstanding any provision of the Zoning Ordinance to the contrary, none of the zoning approvals or recommendations set forth in this Agreement shall lapse due to the passage of any time period.

4. **Applicable Ordinances, Resolutions, Codes, Rules, Regulations, Guidelines, Procedures and Laws.** All parts of the Subject Property shall be developed (including, but not limited to, all public and private improvements) and all buildings on the Subject Property (including, but not limited to, all commercial and residential buildings) shall be constructed pursuant to all of the terms and provisions of the Village's Zoning Ordinance, Subdivision Control Ordinance, Building Codes, Health Codes, Safety Codes, Fire Codes, and all other Village ordinances, resolutions, codes, rules, regulations, guidelines, procedures and any other applicable laws in effect as of the effective date of this Agreement except as modified in Section Three of this Agreement.

In the event that any Village ordinance, resolution, code, rule, regulation, guideline, procedure or other applicable law in effect as of the effective date of this Agreement is amended at any time in the future, in whole or in part, then in that event, the amended ordinance, resolution, code, rule, regulation, guideline, procedure or other applicable law shall be applicable to the Subject Property, except as modified in Section Three of this Agreement.

If at any time in the future a new ordinance, resolution, code, rule, regulation, guideline, procedure or other applicable law not currently in effect as of the effective date of this Agreement is adopted, then in that event, said new ordinance, resolution, code, rule, regulation, guideline, procedure or other applicable law shall also be applicable to the Subject Property, except as modified in Section Three of this Agreement.

Pursuant to this Article it is the Parties intent, understanding and agreement that no ordinance, resolution, code, rule, regulation, guideline, procedure or other applicable law is frozen or locked, in whole or in part, during the term, or any portion of this Agreement except as modified in Section Three of this Agreement.

5. **Continuation of Current Uses.** Notwithstanding any provision of the Village's Zoning Ordinance or Subdivision Control Ordinance now in effect which may be in conflict with the current uses of the Subject Property, such current uses, including agricultural uses, shall be deemed to be permitted legally non-conforming uses under the Village's Zoning Ordinance and Subdivision Control Ordinance.

6. **Defects in Rezoning.** In the event that the rezoning of the Subject Property is in any way deemed to be defective, the Parties agree that they will do all things necessary and appropriate to cure any and all defects to cause the Subject Property to be validly annexed to the Village and rezoned pursuant to the Village's Zoning Ordinance and in compliance with this Agreement.

7. **Residential Design Guidelines.** Except where provided in Section Three of this Agreement, Owners understand and agree to comply with the Village's current Residential Design Guidelines, a copy of which is attached hereto and incorporated herein by reference as **Exhibit G.** Owners also understand and agree that the current Residential Design Guidelines may be amended from time to time by the Village pursuant to ordinance, resolution and/or any other means and, if so amended, that immediately upon approval of any amended Residential Design Guidelines, then the amended Residential Design Guidelines will be applicable to the Subject Property and shall supersede the Residential Design Guidelines set forth herein or then in effect, as the case may be.

8. **Residential Pattern Book.** As part of the Village's Residential Design Guidelines (current and as amended from time to time), a Pattern Book is required to be submitted by the Developer. A Pattern Book shall be submitted and approved by the Village prior to the approval of any Preliminary Plat for development of any residential portion of the Subject Property.

9. **Anti-Monotony Standards.** Owners understand and agree to comply with the Village's current Anti-Monotony Standards, a copy of which is attached hereto and incorporated

herein by reference as **Exhibit H**. Owners also understand and agree that the current Anti-Monotony Standards may be amended from time to time by the Village pursuant to ordinance, resolution and/or any other means and, if so amended, that immediately upon approval of any amended Anti-Monotony Standards, then the amended Anti-Monotony Standards will be applicable to the Subject Property and shall supercede the Anti-Monotony Standards set forth herein or then in effect, as the case may be.

10. **Commercial Design Guidelines**. Owners understand and agree to comply with the Village's current Commercial Design Guidelines, a copy of which is attached hereto and incorporated herein by reference as **Exhibit I**. Owners also understand and agree that the current Commercial Design Guidelines may be amended from time to time by the Village pursuant to ordinance, resolution and/or any other means and, if so amended, that immediately upon approval of any amended Commercial Design Guidelines, then the amended Commercial Design Guidelines will be applicable to the Subject Property and shall supersede the Commercial Design Guidelines set forth herein or then in effect, as the case may be.

11. **Residential Development Contributions**.

A. Owners have contributed to Manhattan School District No. 114 a school site pursuant to the requirements of the original annexation agreement dated July 15, 1997. Said school site is legally described on **Exhibit J**.

It is the Parties' intention that Owners shall be credited for the land donation of 12.1 acres described in **Exhibit J** but the full amount of the land donation to be required is not known at this time. The above land contribution of 12.1 acres to Manhattan School District No. 114 may be a partial land contribution to Manhattan School District No. 114 pursuant to the current Village Resolution regarding same. If the Subject Property is developed for residential uses in accordance with Section 2, the amount of land required for a land contribution shall be calculated based upon the then current Village Resolution or Ordinance relating thereto. If additional land donation is required based on those calculations, additional land or cash contribution shall be required in conformance with the current Village Resolution regarding same. Notwithstanding the foregoing, under no circumstance shall the amount contributed be reduced.

The remainder of the contribution in the event that additional land is required would be fulfilled by Owners by way of cash contributions. These contributions shall be paid at the time of application for a building permit and may change pursuant to subsequent resolution or ordinance adopted by the Village during the pendency of this Agreement. The land or cash in lieu of land contributions shall be reviewed annually by the Village. Subsequent resolution(s) shall be approved by the Village on or before April 30th of the year that the new contributions are to go into effect

B. Owner(s) seeking a building permit shall contribute to Manhattan School District No. 114 at the time of application for the building permit cash in order to defray a portion of the costs of constructing school buildings and related infrastructure needed to

serve the immediate and future needs of the residents of the Subject Property pursuant to A Resolution Adopting a Policy for the Inclusion of Contribution Language in All Annexation Agreements and Determining Contributions as may be amended by April 30th of each year. Thereafter, Owners agree that the cash contributions shall be reviewed annually by the Village and revised by subsequent resolution. Any subsequent resolutions shall be approved by the Village on or before April 30th of the year that the new contributions are to go into effect. The dedications of any governmental sites including **Exhibit J**, or payment of any fees in lieu thereof, shall not reduce the amount of cash required of Owners to Manhattan School District No. 114 for school construction fees.

C. Owner(s) seeking a building permit shall contribute to Lincoln-Way High School District No. 210 cash-in-lieu of land at time of application for a building permit pursuant to A Resolution Adopting a Policy for the Inclusion of Contribution Language in All Annexation Agreements and Determining Contributions as may be amended by April 30th of each year. Thereafter, Owners agree that the cash-in-lieu of land contributions shall be reviewed annually by the Village and revised by subsequent resolution. Any subsequent resolution(s) shall be approved by the Village on or before April 30 of the year that the new contributions are to go into effect.

D. Owner(s) seeking a building permit shall contribute at the time of application for a building permit to Lincoln-Way High School District No. 210 cash in order to defray a portion of the costs of constructing school buildings and related infrastructure needed to serve the immediate and future needs of the residents of the subject development pursuant to A Resolution Adopting a Policy for the Inclusion of Contribution Language in All Annexation Agreements and Determining Contributions as may be amended by April 30th of each year. Thereafter, Owners agree that the cash contributions shall be reviewed annually by the Village and revised by subsequent resolution. Any subsequent resolutions shall be approved by the Village on or before April 30 of the year that the new contributions are to go into effect.

E. Owners have contributed to Manhattan Park District a park site pursuant to the requirements of the original annexation agreement dated July 15, 1997. The park site is legally described on **Exhibit K**.

The above land contribution of 9.8 useable acres to Manhattan Park District may be a partial land contribution to Manhattan Park District pursuant to the then current Village Resolution regarding contributions. If the Subject Property is developed for residential uses in accordance with Section 3, the amount of land required for a land contribution shall be recalculated based upon the current Village Resolution regarding same. If additional land donation is required based on those calculations, the additional land or cash contribution shall be made in conformance with the then current Village Resolution. Notwithstanding the foregoing, under no circumstances shall the amount contributed be reduced.

The remainder of said contribution may be fulfilled by Owners by way of cash contributions at the time of application for a building permit. These contributions may

change pursuant to subsequent resolution or ordinance adopted by the Village during the pendency of this Agreement. Thereafter, Owners agree that the land or cash in lieu of land contributions shall be reviewed annually by the Village and revised by subsequent resolution. Any subsequent resolutions shall be approved by the Village on or before April 30th of the year that the new contributions are to go into effect

F. Owner(s) seeking a building permit shall contribute to the Manhattan Fire Protection District cash at time of application for a building permit pursuant to A Resolution Adopting a Policy for the Inclusion of Contribution Language in All Annexation Agreements and Determining Contributions as may be amended by April 30th of each year. Thereafter, Owners agree that the cash contributions shall be reviewed annually by the Village and revised by subsequent resolution. Any subsequent resolutions shall be approved by the Village on or before April 30th of the year that the new contributions are to go into effect

G. Owner(s) seeking a building permit shall contribute to the Manhattan Library District cash at time of application for a building permit pursuant to A Resolution Adopting a Policy for the Inclusion of Contribution Language in All Annexation Agreements and Determining Contributions as may be amended by April 30th of each year. Thereafter, Owners agree that the cash contributions shall be reviewed annually by the Village and revised by subsequent resolution. Any subsequent resolutions shall be approved by the Village on or before April 30th of the year that the new contributions are to go into effect.

H. Owner(s) seeking a building permit shall contribute to the Village cash at time of application for a building permit pursuant A Resolution Adopting a Policy for the Inclusion of Contribution Language in All Annexation Agreements and Determining Contributions as may be amended by April 30th of each year. Thereafter, Owners agree that the cash contribution shall be reviewed annually by the Village and revised by subsequent resolution. Any subsequent resolutions shall be approved by the Village on or before April 30th of the year that the new contributions are to go into effect.

## 12. **Roadway Dedications.**

The Owners shall make the following dedications as stated herein:

A. Simultaneous with the execution of this Agreement, Owners shall dedicate to the Village an additional ten (10) foot right-of-way for Eastern Avenue. The dedication shall be in the form of and for the property described and depicted in the Plat of Dedication attached as **Exhibit L.** It is expressly understood and agreed that during the time from after the dedication and until prior to the commencing of construction of any improvement in the dedicated area, Owners shall have the right to continue agricultural uses on the dedicated property. Notwithstanding the foregoing, the Village shall not under any circumstance pay for crop damage due to the commencing of construction activities for any purpose.

B. Owners shall dedicate to the Village sufficient land on Owners' property adjacent to Baker Road to make a sixty (60) foot right-of-way from the north Section line of Section 9. The dedication shall be in the form of and for the property described and depicted in the Plat of Dedication attached as **Exhibit M**. It is expressly understood and agreed that during the time from after the dedication and until prior to the commencing of construction of any improvement in the dedicated area, Owners shall have the right to continue agricultural uses on the dedicated property. Notwithstanding the foregoing, the Village shall not under any circumstance pay for crop damage due to the commencing of construction activities for any purpose. At the election of Owner(s), Baker Road dedications may be made simultaneous with the execution of this Agreement or at the earlier of the following: (i) the final platting of Owner's property consistent with the terms of this Agreement, or (ii) the issuance of permits or other approvals for construction of the roadway if said construction is by the Village or other parties other than Owner.

C. Prior to the execution of this Agreement, the Owners have, via prior dedications and/or outside agreements, provided dedications on Owners' land adjacent to Cedar Road to Will County, said dedications sufficient for Cedar Road right-of-way as required by the County from the east Section line of Section 9.

13. **Road Improvements.**

A. Owners acknowledge that the Subject Property is burdened by a recapture agreements for Smith Road dated August 17, 2009 and recorded as Will County Document Nos. R2009099867, R2009099868 and R2009099869.

B. Owners acknowledge and agree that the Subject Property shall be responsible for one-half of future construction costs of Eastern Avenue from Smith Road to Baker Road, Baker Road from Eastern Avenue to Cedar Road and Cedar Road from Smith Road to Baker Road (the entire improvements to Eastern Avenue, Baker Road, and Cedar Road including improvements to the roadways adjacent to parcels not owned by the Owners, are hereinafter referenced as "Road Improvements"). Owners further acknowledge that upon development of the Subject Property, the Village may implement one or a combination of the following payment or reimbursement methods relative to the Road Improvements:

1. Owners may be subject to recapture for their one-half share of the Road Improvements in the event that another owner or developer or the Village undertakes construction of all or a portion of the Road Improvements.

2. Owners may be required to construct all of Eastern Avenue, and/or Cedar Road depending on the impact created by future development of the Subject Property and in that event the Owner performing the improvement shall be entitled to recapture up to one-half of the construction costs from benefited properties upon development of those benefited properties. Owners shall be required to construct all of Eastern Avenue adjacent to the frontage owned by

Manhattan Township, Manhattan Grade School District No. 114, Manhattan Park District, and the Manhattan Fire Protection District and notwithstanding the foregoing shall not be entitled to recapture against those respective governmental entities for the cost of the roadway improvements.

3. The Owners of the portion of the Subject Property depicted in Pods A, B, C, D, E and F may be subject to a transportation impact fee to be determined at the time of development of those portions of the Subject Property.

4. The Village may implement a special assessment or special service area for the Subject Property in order to finance the costs of the Road Improvements.

5. Owners acknowledge that Cedar Road adjacent to the Subject Property is under the jurisdiction of Will County and future access and improvements to Cedar Road shall be subject to Will County's approval and permitting process.

C. Notwithstanding anything herein to the contrary, the following paragraph shall apply to Baker Road improvements. In the event Owners seek to develop the portion of the Subject Property depicted on Pods A and/or B, the entire improvements to Baker Road shall be constructed from Eastern Avenue to Cedar Road as a condition of any development approval. If, however, Owners seek to develop the portion of the Subject Property depicted on Pods C and/or F, the entire improvements to Baker Road from the west right-of-way line of the railroad tracks to Cedar Road shall be constructed as a condition of any development approval. Provided however, that, at the option of the Owners, the north half of Baker Road may be constructed as a rural cross section (without curb and gutter) to Village standards. The south half of Baker Road shall be improved to an urban cross section (with curb, gutter and storm sewer) to Village standards. The Owner performing these improvements shall not be entitled to recapture. In the event Owners improve all of Baker Road to an urban cross section to Village standards, the Owner performing said improvement shall be entitled to recapture up to one-half of its construction costs from benefitted properties upon development of those benefitted properties. Except that for improvements adjacent to property owned by Manhattan Township, Manhattan Grade School District No.114, Manhattan Park District and the Manhattan Fire Protection District, there shall be no right to recapture.

14. **METRA Sanitary Interceptor Sewer Line Fee.**

The Parties understand that the Village has already extended a sanitary sewer line ("METRA Sewer") which will serve the Subject Property and other properties.

The METRA Sewer has been constructed and completed by the Village, at no expense to the Owners. The Owners (or their successors) shall be responsible for payment of a sanitary sewer line extension charge ("Sewer Extension Charge") imposed by the Village at the time of

final platting for reimbursement to the Village for the costs of extending the METRA sewer. The Sewer Extension Charge applicable to the Subject Property shall in addition to any other Village charge for a tap-on/connection to the sewer line and not in lieu thereof. The Village represents that the Sewer Extension Charge shall equal the sum of \$2,332.00 per acre for non-residential development and \$1,250.00 per dwelling unit for residential development. Payment for non-residential development shall be made upon final plat approval by the Owner seeking said final plat approval. Payment for residential development shall be made at the time of building permit for each dwelling unit.

**15. Water and Sewer Infrastructure Fee.**

After application but prior to the issuance of any Final Plat of Subdivision or Planned Unit Development (P.U.D.) on the Subject Property, Owner(s) seeking said approval shall pay to the Village water and sewer infrastructure fee in the amount of \$6,158.00 per acre in lieu of Ordinance No. 900, An Ordinance Approving Water And Sewer Infrastructure Fees Within The Village Of Manhattan, Will County, Illinois. The water and sewer infrastructure fee shall be in addition to any required water and sewer tap on fee required and payable at time of building permit.

**16. Termination of Recapture Agreements.**

The Owners agree to the Village's repeal and termination of the following Recapture Agreements dated July 15, 1997 for Eastern Avenue, recorded as Will County Document No. R97074601, Smith Road, recorded as Will County Document No. R97074602, Baker Road, recorded as Will County Document No. R97074603, water main recorded as Will County Document No. R97074604 and sewer main recorded as Will County Document No. R97074605 (hereinafter collectively referred to as the "1997 Recapture Agreements"). The Owners forever waive and release all right, title and interest to the 1997 Recapture Agreements and approve of the Village's termination of the 1997 Recapture Agreements by ordinance.

**17. Waiver of Right to Contest Development/Impact Fees.**

The Owners, for themselves, their successors, and/or assigns, hereby waive and disclaim any and all right or claim that they have, may have, or hereafter may acquire under which they, or their successors, and/or assigns may seek to avoid, reduce, condition, alter, or delay the payment of any Development Fees, Transportation Impact Fees, Impact Fees, Construction Fees, Improvement Fees, Infrastructure Fees, Connection Fees, Tap-On Fees, Cash Contributions, Recapture Fees, Open Space Contributions, or any other Fees or Contribution now in effect, hereinafter amended, or hereinafter established (hereinafter sometimes referred to as "Fees") or seek a refund or rebate thereof, or that would have the effect of invalidating any such Fee(s), in whole or in part, or that would have the effect of impairing the collection thereof, in whole or in part, including, but not limited to, any Fee referenced in this Agreement, provided that the Fees comply with the terms of this Agreement.

Provided that the Fees comply with the terms of this Agreement, Owners further warrant and covenant to the Village that they shall not bring suit, nor shall they join or become included in any proceeding, including, but not limited to, a class action proceeding, that:

1. seeks to enjoin, restrain, condition or impair the enforcement of any ordinances, resolutions, codes, rules, regulations, guidelines or procedures imposing, implementing or amending Fees; or
2. seeks a declaration regarding the validity, constitutionality or enforceability of any ordinances, resolutions, codes, rules, regulations, guidelines or procedures imposing, implementing or amending Fees; or
3. seeks the mandatory approval or execution of Subdivision Plats, Planned Unit Development (P.U.D.) plats, construction permits, or any other Village approval by a writ of mandamus, injunction or otherwise without having fully paid any applicable Fees; or
4. seeks to enjoin, restrain, condition or impair the payment or collection of money or the transfer or improvement of property pursuant to any ordinances, resolutions, codes, rules, regulations, guidelines or procedures imposing, implementing or amending any Fees; or
5. claims that the enforcement of any ordinances, resolutions, codes, rules, regulations, guidelines or procedures imposing Fees, as applied to the Owner(s) or Developer, constitute a taking; or
6. claims that any ordinances, resolutions, codes, rules, regulations, guidelines or procedures establishing, implementing or amending any Fees were not validly enacted or were not validly subsequently amended.

The Parties acknowledge that the Village has agreed to enter into this Agreement thereby allowing the Developer to develop the Subject Property within the Village, and provide municipal services to the Subject Property in strict reliance upon the Owners agreement to pay any and all Fees now in effect, hereinafter amended, or hereinafter established.

18. **Condemnation.**

Owners may request assistance from the Village for the acquisition of right of way, easement or other property interests for the improvement of any roadways and/or for the extension of any public utilities, facilities, and related appurtenances to serve the Subject Property including, but not limited to, sanitary sewers, storm sewers, water mains, cable T.V., fiber optic cable, and any and all appurtenances or related improvements or for any other public purpose. Village assistance may include condemnation of the property at issue only if the Village in its discretion agrees to the condemnation and the Owners otherwise comply with the terms set forth in this Section Eighteen.

The Owner requesting assistance pursuant to this paragraph shall pay any and all costs associated with any condemnation proceedings instituted by the Village. These costs shall include, but are not limited to, filing fees, costs, expenses, attorneys fees and awards, whether pursuant to court order or negotiations instituted by the Village or on the Village's behalf. Said costs shall be paid by Owners within fifteen (15) days upon receipt of a written demand by Village to said Owner to pay the same.

In the event that the Village determines in its sole and absolute discretion that condemnation proceedings are necessary, the Owner requesting assistance pursuant to this paragraph shall immediately deposit with the Village the sum of Ten Thousand Dollars (\$10,000.00) cash or certified funds made payable to the Village for each such condemnation proceeding. During the condemnation proceedings, if any additional monies are required by the Village in its sole and absolute discretion, the Owner requesting assistance pursuant to this paragraph shall pay to the Village any additional monies immediately upon written demand by Village upon said Owner. In the event that the Owner requesting assistance under this paragraph does not comply with the terms and provisions of this Section Eighteen then, in that event, the Village may deny/rescind any building permit, occupancy permit, preliminary plat approval, final plat approval and/or any other permit or approval applicable to any portion of the Subject Property owned by said Owner.

19. **Dormant Special Service Area.** This provision applies to all Open Spaces, Lakes, Ponds, Detention Basins, Retention Basins, Private Roadways, Private Water Systems, Private Sanitary Sewer Systems, Private Storm Sewer Systems, Subdivision Monumentation, Boulevards, Bike Paths, Trails, Storm Water Outlets, Drainage Easements, Common, Landscaped Areas, and All Other Common Areas Open to the Public.

A. Except as otherwise provided herein, Owners, their respective successors, assignees and/or grantees (e.g. Homeowners Association, Commercial or Business Park Associations, which shall be collectively referenced herein as "Homeowners Association") shall retain title to all open spaces, lakes, ponds, detention basins, retention basins, private roadways, private water systems, private sanitary sewer systems, private storm sewer systems, subdivision monumentation, boulevards, bike paths, trails, storm water outlets, drainage easements, common landscaped areas, and all other areas as determined by the Village (hereinafter sometimes referred to as a "Common Area" or collectively the "Common Areas").

B. Owners, their respective successors, assignees and/or grantees (e.g. Homeowners Association) shall at all times maintain the Common Areas in a neat and orderly manner, in accordance with all applicable Village ordinances, resolutions, codes, rules, regulations, guidelines and procedures.

C. Owners, their respective successors, assignees and/or grantees (e.g. Homeowners Association) shall not object to and shall agree to fully cooperate with the Village in establishing and utilizing a Special Service Area ("SSA") for any of the Subject Property as a backup mechanism for the care and maintenance of any or all of the Common Areas. Owners shall establish through a Declaration of Covenants on the

Subject Property, a Homeowner's Association which the Village may require approval of prior to the approval of any Final Plat for any portion of the Subject Property. In addition, the Special Service Area (SSA) must be established (albeit initially dormant) to the satisfaction of the Village prior to approval of any Final Plat for any portion of the Subject Property. The approved Declaration of Covenants which establishes the Homeowner's Association and sets forth all of the rules and regulations applicable to said Homeowner's Association (which applies to the entire Subject Property) shall be recorded simultaneously or prior to with the recording of the first Final Plat for any portion of the Subject Property. The Homeowner's Association shall have primary responsibility of providing for the regular care, maintenance, renewal and replacement of all of the Common Areas so as to keep the same in a clean, sightly and first class condition as determined by the Village (The "Common Area Maintenance"). Owners shall create a written Maintenance Plan for the Common Area Maintenance, which may be subject to Village approval, prior to the Owners turning over their maintenance responsibility to the Homeowner's Association. If at any time the Owners and/or the Homeowner's Association fails to perform the Common Area Maintenance, then the Village shall have the right, but not the obligation, not less than thirty (30) days after notice to the Homeowner's Association (or any owners of property within the subdivision/development in the event that no information relative to a contact person for the Homeowner's Association is provided or available to the Village) to undertake such maintenance and utilize the SSA to provide sufficient funds to pay the costs of the Common Area Maintenance undertaken by the Village. In the event of an emergency situation, as determined by the Village, the thirty (30) days prior notice requirement set forth above shall not apply, and the Village shall have the right, but not the duty, to proceed without notice to any property Owner(s) and/or Homeowners Association. In the event the Village utilizes the SSA to conduct the Common Area Maintenance, the Village shall also be entitled to the reimbursement of any and all costs associated with administering the SSA including, but not limited to, any applicable administrative costs, interest expenses, etc.

20. **Easement to the Village for Drainage, Detention and Other Common Area Maintenance.**

Owners, their respective successors, assigns and/or grantees shall reserve and grant to the Village easements over all of the Common Areas for purposes of providing maintenance and control of all Common Areas, if necessary, together with reasonable access thereto. Said easements shall be perpetual and shall run with the land and shall be binding upon the Owner(s) their respective successor(s), assignee(s) and/or grantee(s). To ensure the integrity of the stormwater facilities, no obstruction(s) shall be placed, nor may alteration(s) be made, including alteration(s) to the final topographical grading plan which in any manner impede or diminish stormwater drainage or detention in, over, under, through or upon the Subject Property. In addition, to ensure the integrity of all Common Areas, they also shall be properly maintained. In the event such obstruction(s) or alteration(s) are found to exist to the stormwater facilities, or if the property owner(s) and/or Homeowners Association otherwise fails to properly maintain any of the Common Areas, the Village shall, upon thirty (30) days prior notice to the property

owner(s) and/or Homeowners Association (or any owners of property within the subdivision/development in the event that no information relative to a contact person for the Homeowner's Association is provided or available to the Village), have the right, but not the duty, to perform, or have performed on its behalf, any maintenance work to or upon any of the Common Areas including, but not limited to, the stormwater facilities or to remove said obstruction(s) from the stormwater facilities or to perform any other maintenance, repair, alteration or replacement as may reasonably be necessary as determined by the Village to ensure that adequate stormwater storage facilities, stormwater drainage facilities, detention facilities, retention facilities and any appurtenances related thereto remain fully operational and that the condition of all of said Common Areas comply with all applicable Village ordinances, resolutions, codes, rules, regulations, guidelines and procedures. In the event of an emergency situation, as determined by the Village, the thirty (30) days prior notice requirement set forth above shall not apply, and the Village shall have the right, but not the duty, to proceed without notice to the property owner(s) and/or Homeowners Association.

In the event the Village shall be required to perform, or have performed on its behalf, any maintenance work to or upon any of the Common Areas including, but not limited to, the removal of any obstruction(s) from the stormwater facilities as aforesaid, the cost of such work shall, upon recordation of a Notice of Lien with the Recorder of Deeds of Will County, Illinois, constitute a lien against all of the assets of the Homeowners Association as well as a lien against each and every lot/parcel within the Subject Property including, but not limited to, the property or portion thereof that said maintenance work is performed.

The cost of the work incurred by the Village shall include all expenses and costs associated with the performance of such work including, but not limited to, reasonable engineering, consulting and attorney's fees related to the planning and actual performance of the work.

If it is determined by the Owners or Homeowner's Association that alterations to any of the Common Areas are necessary to properly maintain the integrity of the stormwater facilities and/or any other Common Areas, the Village shall first be notified by the Owners or Homeowner's Association in writing of said proposed alteration(s). No such alteration shall take place without the prior written approval of the Village. The Village may, in its sole and absolute discretion, require the submittal of plans and specifications for Village approval before said proposed alteration(s) may take place.

21. **General Provisions.**

A. **Interest in Subject Property.** Owners represent and warrant to Village that they have those respective interests in the Subject Property as set forth in the preamble to this Agreement. No other entity or person currently has any ownership interest in the Subject Property or in the development as herein proposed.

B. **Successors in Interest.** This Agreement shall inure to the benefit of and be binding upon the successors in title of the Owners, their respective successors, grantees,

lessees, and assigns, and upon successor Corporate Authorities of the Village and successor municipalities. It is understood that this Agreement shall run with the land and as such, shall be assignable to and be binding upon subsequent grantees, lessees, and successors in interest of Owners, and each of them, and, as such, this Agreement and all exhibits hereto shall be recorded with the Recorder of Deeds of Will County, Illinois by the Village at Owners' sole cost and expense.

C. Parties' Faithful Performance. The Parties shall at all times during the term of this Development Agreement remain liable to one another for the faithful performance of all obligations imposed by this Development Agreement until such obligations have been fully performed or until the Village has otherwise released that Party from any or all of such obligations in writing, and such release shall not unreasonably be withheld or until the Subject Property or any part thereof has been sold by one or both of the Owners, at which time the selling Owner or Owners shall be released from any and all obligations under this Development Agreement for the portion of the Subject Property sold.

D. No Waiver or Relinquishment of Right to Enforce Agreement. The failure of any Party to this Development Agreement to insist upon strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's rights to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

E. Cumulative Remedies. Unless expressly provided otherwise herein, the rights and remedies of the Parties provided for herein shall be cumulative and concurrent and shall include all other rights and remedies available at law or in equity, may be pursued singly, successively or together, at the sole and absolute discretion of the Parties and may be exercised as often as occasion therefore shall arise.

F. Terms. Wherever appropriate in this Development Agreement, common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Party/Person may in the context require.

G. Section Headings and Subheadings. All section headings or other headings in this Development Agreement are for the general aid of the reader and shall not limit the plain meaning or applicability of any of the provisions thereunder whether covered by or relevant to such heading or not.

H. Recording. All ordinances, plats, affidavits, and any other agreements and/or documents including, but not limited to this Development Agreement shall be recorded by the Village at Owners' sole cost and expense.

I. Term and Date of Agreement. The use of the phrase "term of this Agreement" or similar words or phrases in this Development Agreement shall include any

extension of this Development Agreement. The term of this Development Agreement shall be for twenty (20) years from the date of execution hereof. The date of execution of this Development Agreement and the date of this Development Agreement shall be the date on which this Development Agreement is signed by the Village of Manhattan. If any of the terms of this Development Agreement or the development or zoning of the Subject Property is challenged in any court proceeding, then, to the extent permitted by law, a period of time during which such litigation is pending shall not be included in calculating said twenty (20) year period.

J. Owners' Construction Activities. The Owners of the Subject Property agree to defend and hold the Village harmless from any and all claims which may arise out of their individual construction activities performed pursuant to this Agreement, unless such actions arise out of negligent acts and omissions of the Village or its employees.

K. Indemnification. In the event that, as a result of this Development Agreement, or actions taken as required hereunder, the Village is made a party defendant in any litigation, arbitration or other proceeding other than litigation between Owners and the Village, Owners agree to defend and indemnify and hold harmless the Village, its President, Trustees, officers, employees and agents thereof, individually and collectively, from any suits and from any claims, demands, setoffs or other actions including, but not limited to judgments arising therefrom. The obligation of the Owners hereunder shall include and extend to payment of attorneys' fees for the representation of the Village and its officers and agents in such litigation and includes expenses, court costs and fees; it being understood that the Village shall have the right to employ all such attorneys to represent the Village and its officers, employees and agents in such litigation. Owners shall have the right to request that the Village appeal to courts of appellate jurisdiction any judgment taken against the Village or its officers, employees or agents in this respect, and the Village shall join in any such appeal taken by Owners. In the event it is reasonable to do so, the Village agrees to seek attorney's fees and costs from the opposing party(ies) in accordance with the rules and law.

L. Public Improvements. Except as herein provided, the construction and installation of all public improvements shall conform to and be in compliance with the Village ordinances, resolutions, codes, rules, regulations, guidelines or procedures then in effect at the time of the construction and installation of the same. As a condition of each Final Plat being approved, the Owner of the final plat being approved shall provide a Letter of Credit or other form of surety as approved by the Village and in an amount as required by the Village.

M. Covenants to Run With Land. The covenants, agreements, indemnities and other terms and provisions contained in this Agreement touch and concern and shall be appurtenant and shall run with the Subject Property and any portion thereof. Each and every person and entity that, from time to time, acquires any interest or estate in all or any portion of the Subject Property shall acquire such interest or estate subject to said

covenants, agreements, indemnities and other terms and provisions and, during the period of time that he, she or it owns such interest or estate, he, she or it shall be obligated to pay and perform any and all obligations of the Owner(s) applicable to that portion of the Subject Property in which he, she or it holds any estate or interest, jointly and severally with any and all of the other holders of any interest or estate in all or any portion of the Subject Property who are also responsible for such obligations. Such obligations shall run with and shall constitute a burden on the Subject Property and each portion thereof. All rights under this Agreement shall touch and concern the Subject Property and each portion thereof and shall run with the title to the Subject Property and each portion thereof. Such rights shall be personal to each and every person or entity that, from time to time, may acquire title to any portion of the Subject Property, solely and exclusively during the time that such person or entity holds any interest or estate in and to such portion of the Subject Property.

N. Actions by Parties. The Owners shall not have a right to recover a judgment for monetary damages against any elected official, appointed official, agent or employee of the Village for any breach of any of the terms of this Development Agreement. The Village reserves the right to maintain an action to recover damages or any sums which Owners have agreed to pay pursuant to this Development Agreement and which have become due and remain unpaid. In the event Village maintains such an action and judgment is entered in favor of the Village or the Village accepts a settlement, then the Village is entitled to repayment of its attorney's fees for prosecuting said action.

O. Survival of Agreements. The agreements contained herein shall survive the development of the Subject Property and shall not be merged or expunged by the development of the Subject Property or any part thereof to the Village.

P. No Personal Liability of Corporate Authorities. The Parties acknowledge and agree that the individuals who are members of the group constituting the Corporate Authorities of the Village are entering into this Development Agreement in their corporate capacities as members of such group and shall have no personal liability whatsoever in their individual capacities.

Q. Notices. All notices, requests and demands shall be in writing and shall be delivered by hand, mailed by certified mail, return receipt requested, or sent via overnight courier as follows:

**To the Village:** Village of Manhattan  
P.O. Box 31  
Manhattan, IL 60442  
*Attention: Village Clerk*

- With a copy to:** Spesia & Ayers  
1415 Black Road  
Joliet, IL 60435  
*Attention: Chris Spesia*
- To Blizzard Blue:** Blizzard Blue Properties, LLC  
9550 W. Higgins Road  
Rosemont, IL 60118  
*Attention: Linda Weber*
- With a copy to:** Schain, Burney, Banks & Kenny, Ltd.  
70 W. Madison, Suite 4500  
Chicago, IL 60602  
*Attention: Patrick T. Brankin*
- To the Trust:** Standard Bank and Trust as Trustee Under Trust # 16771,  
DATED NOVEMBER 17, 2000  
7800 W. 95<sup>th</sup> St.  
Hickory Hills, IL 60457
- With a copy to:** Gould & Ratner, LLP  
222 N. LaSalle, Suite 800  
Chicago, IL 60601  
*Attention Paul W. Carroll*

R. Amendments. This Development Agreement sets forth all the promises, inducements, agreements, conditions and understandings between owners and the Village relative to the subject matter hereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Development Agreement shall be binding upon the Parties hereto, unless authorized in accordance with law and reduced in writing and signed by them. Owners' approval of any alteration, amendment, change, or addition to this Development Agreement which only applies to a portion of the Subject Property, will only require the consent and execution by the Owner(s) of such portion of the Subject Property.

S. Payment of Permit, Inspection, and Review Fees. Owners agree to pay the Village for any applicable permit fees, inspection fees, review fees and any other fees or expenses as required by the Village, except as otherwise provided in this Agreement.

T. Invalidity of any Provision. If any provision, clause, word or designation of this Development Agreement is held to be invalid by any court of competent jurisdiction, such provision, clause, word or designation shall be deemed to be excised

from this Development Agreement and the invalidity thereof shall not affect any other provision, clause, word or designation contained herein.

U. Applicable Law. This Agreement and its terms shall be construed, interpreted and governed by and under the laws of the State of Illinois.

V. Venue. The Parties, to the fullest extent permitted by law, hereby knowingly, willingly, intentionally and voluntarily submit to personal jurisdiction in Will County, Illinois, over any suit, claim, cause of action, litigation or other proceeding.

W. Authority. The Parties represent and warrant that they have the full capacity, right, power and authority to execute, deliver and perform this Agreement and that all required actions and approvals as authorized herein have been or will be duly taken and obtained and that this Agreement is fully binding upon, and enforceable against them in accordance with its terms. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto shall be duly authorized to execute the same and shall bind the Parties thereto. The Parties shall fully cooperate with each other in carrying out all of the terms of this Agreement.

X. Mutual Assistance.

1. The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Village of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms.

2. The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies (whether Federal, State or County) financial entitlements or other aid and assistance required or useful for the construction or improvement of the Subject Property and facilities in and on the Subject Property or for the provision of services to residents of the Subject Property, including, without limitation, grants and assistance for public transportation, roads and highways, water and sanitary sewage facilities and storm water disposal facilities.

Y. Release/Dismissal Order. Upon the execution of this Agreement by all of the Parties, the Parties waive and forever release each other from all claims which were made or which could have been made in Will County Case No. 07 CH 1962. Provided however, that this release shall not effect the Parties respective rights and obligations under this Agreement. The parties further agree to take all steps necessary to execute and

record a release of Lis Pendens recorded against the Subject Property due to Will County Case No. 07 CH 1962.

Z. Counterparts. This Agreement may be executed in several counterparts, all of which shall be an original and all of which shall constitute but one and the same agreement.

**[SIGNATURES APPEAR ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the Parties herein have signed this Agreement on the date and year first above written.

**VILLAGE:**

**VILLAGE OF MANHATTAN, an Illinois  
municipal corporation and Home Rule  
Municipality**

By: \_\_\_\_\_  
Village President

**BLIZZARD BLUE PROPERTIES, LLC, an  
Illinois limited liability corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**STANDARD BANK AND TRUST as Trustee  
under Trust No. 16771, dated November 17, 2000**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

## **EXHIBITS**

- Exhibit A**      Legal Description of Subject Property
  
- Exhibit B**      Current Zoning Depiction
  
- Exhibit C**      Affidavit of Title
  
- Exhibit D**      Plat of Zoning
  
- Exhibit E**      Flex Use Development Table
  
- Exhibit F**      Flex Use Development Plat
  
- Exhibit G**      Residential Design Guidelines
  
- Exhibit H**      Anti-Monotony Standards
  
- Exhibit I**      Commercial Design Guidelines
  
- Exhibit J**      Legal Description of Manhattan School District #114 School Site
  
- Exhibit K**      Legal Description of Manhattan Park District Site
  
- Exhibit L**      Eastern Avenue Plat of Dedication
  
- Exhibit M**      Baker Road Plat of Dedication

**EXHIBIT A**

**Legal Description of Subject Property**

EXHIBIT A. PART 1

PARCEL 1:

A PARCEL OF LAND LYING IN THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: THE WEST ½ OF THE NORTHWEST ¼ OF SAID SECTION 9 (EXCEPT THE EAST 750 FEET OF THE WEST 1049 FEET OF THE NORTH 750 FEET OF SAID NORTHWEST ¼ THEREOF) (ALSO EXCEPTING THAT PART OF SAID NORTHWEST ¼ OF SAID SECTION 9 DESCRIBED AS FOLLOWS: BEGINNING AT A STONE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 05 MINUTES 55 SECONDS WEST 563.97 FEET AS MEASURED ALONG THE WEST LINE OF THE NORTHWEST ¼ OF SAID SECTION 9 TO AN IRON ROD; THENCE SOUTH 89 DEGREES 55 MINUTES 19 SECONDS EAST, A DISTANCE OF 429.76 FEET, TO AN IRON ROD; THENCE NORTH 01 DEGREES 30 MINUTES 51 SECONDS WEST A DISTANCE OF 119.41 FEET, TO AN IRON ROD; THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS EAST, A DISTANCE OF 49.16 FEET, TO AN IRON ROD; THENCE SOUTH 58 DEGREES 49 MINUTES 32 SECONDS EAST, A DISTANCE OF 50.65 FEET, TO AN IRON ROD; THENCE NORTH 20 DEGREES 57 MINUTES 22 SECONDS EAST, A DISTANCE OF 208.07 FEET, TO AN IRON ROD; THENCE SOUTH 51 DEGREES 33 MINUTES 28 SECONDS EAST, A DISTANCE OF 90.01 FEET, TO AN IRON ROD; THENCE NORTH 39 DEGREES 17 MINUTES 40 SECONDS EAST, A DISTANCE OF 140.00 FEET, TO AN IRON ROD; THENCE SOUTH 50 DEGREES 42 MINUTES 20 SECONDS EAST, A DISTANCE OF 370.10 FEET, TO AN IRON ROD; THENCE SOUTH 00 DEGREES 01 MINUTES 43 SECONDS EAST, A DISTANCE OF 49.57 FEET, TO AN IRON ROD; THENCE SOUTH 65 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 171.39 FEET, TO AN IRON ROD; THENCE SOUTH 60 DEGREES 29 MINUTES 44 SECONDS EAST, A DISTANCE OF 148.95 FEET, TO AN IRON ROD ON THE EAST LINE OF THE WEST ½ OF THE NORTHWEST ¼ OF SAID SECTION 9; THENCE SOUTH 00 DEGREES 07 MINUTES 02 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 475.44 FEET, TO AN IRON ROD AT THE SOUTHEAST CORNER OF THE WEST ½ OF THE NORTHWEST ¼ OF SAID SECTION 9; THENCE NORTH 89 DEGREES 56 MINUTES 01 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 9, A DISTANCE OF 1324.09 FEET TO THE POINT OF BEGINNING), ALL IN WILL COUNTY, ILLINOIS, (EXCEPT THAT PART TAKEN FOR ROAD PURPOSES AND SUBJECT TO EASEMENTS).

PARCEL 2:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE

NORTH 89 DEGREES 55 MINUTES 24 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9 A DISTANCE OF 34.42 FEET TO A PK NAIL; THENCE NORTH 50.00 FEET PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 9 FOR THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 55 MINUTES 24 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9 A DISTANCE OF 1,877.84 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 23 SECONDS WEST 696.42 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 38 SECONDS EAST 191.72 FEET; THENCE NORTH 05 DEGREES 14 MINUTES 47 SECONDS EAST 561.45 FEET; THENCE SOUTH 84 DEGREES 45 MINUTES 13 SECONDS EAST 1,832.55 FEET TO THE WEST RIGHT OF WAY LINE OF CEDAR ROAD; THENCE SOUTH 00 DEGREES 11 MINUTES 53 SECONDS EAST 1,281.89 FEET TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

PARCEL 3:

A PARCEL OF LAND IN THE WEST  $\frac{1}{2}$  OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID SECTION 9; THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST  $\frac{1}{4}$  A DISTANCE OF 2,648.14 FEET TO A STONE AT THE NORTHWEST CORNER OF SAID SOUTHWEST  $\frac{1}{4}$ ; THENCE SOUTH 89 DEGREES 56 MINUTES 01 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST  $\frac{1}{4}$  A DISTANCE OF 1,718.70 FEET TO AN IRON ROD ON THE WESTERLY RIGHT OF WAY LINE OF THE WABASH RAILROAD BEING A POINT ON CURVE; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE ON A CURVE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 1943.08 FEET, AN ARC DISTANCE OF 493.99 FEET, AND A CHORD BEARING OF SOUTH 29 DEGREES 36 MINUTES 52 SECONDS WEST TO A POINT OF TANGENT; THENCE SOUTH 19 DEGREES 21 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 2338.43 FEET TO AN IRON ROD ON THE SOUTH LINE OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID SECTION 9; THENCE SOUTH 89 DEGREES 55 MINUTES 04 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST  $\frac{1}{4}$  A DISTANCE OF 714.61 FEET TO THE POINT OF BEGINNING,

(EXCEPTING THEREFROM THAT PART OF THE LAND FALLING IN THE FOLLOWING FOUR TRACTS:

TRACT 1:

THE SOUTH 50.00 FEET OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 9 LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF THE WABASH RAILROAD COMPANY IN TOWNSHIP 34 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN;

**TRACT 2:**

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST ¼ A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST ¼ A DISTANCE OF 2598.14 FEET TO A POINT; THENCE SOUTH 89 DEGREES 56 MINUTES 01 SECONDS EAST A DISTANCE OF 15.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 12 MINUTES 32 SECONDS EAST A DISTANCE OF 2375.55 FEET TO A POINT; THENCE SOUTH 03 DEGREES 53 MINUTES 44 SECONDS EAST A DISTANCE OF 223.13 FEET TO A POINT; THENCE NORTH 89 DEGREES 55 MINUTES 04 SECONDS WEST A DISTANCE OF 29.35 FEET TO A POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

**TRACT 3:**

A PARCEL OF LAND IN THE SOUTHWEST ¼ OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST ¼ OF SECTION 9; THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST ¼ A DISTANCE OF 635.16 FEET TO A POINT; THENCE NORTH 89 DEGREES 47 MINUTES 28 SECONDS EAST A DISTANCE OF 15.00 FEET TO AN IRON ROD BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST A DISTANCE OF 795.17 FEET TO AN IRON ROD; THENCE NORTH 89 DEGREES 47 MINUTES 28 SECONDS EAST A DISTANCE OF 667.42 FEET TO AN IRON ROD; THENCE SOUTH 00 DEGREES 12 MINUTES 32 SECONDS EAST A DISTANCE OF 695.17 FEET TO AN IRON ROD AT A POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 157.08 FEET AND A CHORD BEARING OF SOUTH 44 DEGREES 47 MINUTES 28 SECONDS WEST TO A POINT OF TANGENT; THENCE SOUTH 89 DEGREES 47 MINUTES 28 SECONDS WEST A DISTANCE OF 567.42 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

**TRACT 4:**

A PARCEL OF LAND IN THE SOUTHWEST ¼ OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST ¼ OF SECTION 9; THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST ¼ A DISTANCE OF 288.99 FEET TO A POINT; THENCE SOUTH 89 DEGREES 55 MINUTES 04 SECONDS EAST A DISTANCE OF 15.00 FEET TO AN IRON ROD

BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST A DISTANCE OF 346.24 FEET TO AN IRON ROD; THENCE NORTH 89 DEGREES 47 MINUTES 28 SECONDS EAST A DISTANCE OF 567.42 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ON A CURVE CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 157.08 FEET AND A CHORD BEARING OF NORTH 44 DEGREES 47 MINUTES 28 SECONDS EAST, TO A POINT OF TANGENT; THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST A DISTANCE OF 508.17 FEET TO AN IRON ROD; THENCE NORTH 89 DEGREES 47 MINUTES 28 SECONDS EAST A DISTANCE OF 474.51 FEET TO AN IRON ROD ON THE WESTERLY RIGHT OF WAY LINE OF THE WABASH RAILROAD; THENCE SOUTH 19 DEGREES 19 MINUTES 21 SECONDS WEST ALONG THE WESTERLY RIGHT OF WAY LINE A DISTANCE OF 1017.00 FEET TO AN IRON ROD; THENCE NORTH 89 DEGREES 55 MINUTES 04 SECONDS WEST A DISTANCE OF 801.94 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A STONE AT THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 9; THENCE NORTH 00 DEGREES 05 MINUTES 55 SECONDS WEST ALONG THE WEST LINE OF THE NORTHWEST ¼ OF SAID SECTION 9 A DISTANCE OF 563.97 FEET TO AN IRON ROD; THENCE SOUTH 89 DEGREES 55 MINUTES 19 SECONDS EAST A DISTANCE OF 429.76 FEET TO AN IRON ROD; THENCE NORTH 01 DEGREES 30 MINUTES 51 SECONDS WEST A DISTANCE OF 119.41 FEET TO AN IRON ROD; THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS EAST A DISTANCE OF 49.16 FEET TO AN IRON ROD; THENCE SOUTH 58 DEGREES 49 MINUTES 32 SECONDS EAST A DISTANCE OF 50.65 FEET TO AN IRON ROD; THENCE NORTH 20 DEGREES 57 MINUTES 22 SECONDS EAST A DISTANCE OF 208.07 FEET TO AN IRON ROD; THENCE SOUTH 51 DEGREES 33 MINUTES 28 SECONDS EAST A DISTANCE OF 90.01 FEET TO AN IRON ROD; THENCE NORTH 39 DEGREES 17 MINUTES 40 SECONDS EAST A DISTANCE OF 140.00 FEET TO AN IRON ROD; THENCE SOUTH 50 DEGREES 42 MINUTES 20 SECONDS EAST A DISTANCE OF 370.10 FEET TO AN IRON ROD; THENCE SOUTH 00 DEGREES 01 MINUTES 43 SECONDS EAST A DISTANCE OF 49.57 FEET TO AN IRON ROD; THENCE SOUTH 65 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 171.39 FEET TO AN IRON ROD; THENCE SOUTH 60 DEGREES 29 MINUTES 44 SECONDS EAST A DISTANCE OF 148.95 FEET TO AN IRON ROD ON THE EAST LINE OF THE WEST ½ OF THE NORTHWEST ¼ OF SAID SECTION 9; THENCE SOUTH 00 DEGREES 07 MINUTES 02 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 475.44 FEET TO AN IRON ROD AT THE SOUTHEAST CORNER OF THE WEST ½ OF THE NORTHWEST ¼ OF SAID SECTION 9; THENCE NORTH 89 DEGREES 56 MINUTES 01 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST

¼ OF SAID SECTION 9 A DISTANCE OF 1324.09 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE WEST 15.00 FEET, IN WILL COUNTY, ILLINOIS.

PARCEL 5:

A PARCEL OF LAND IN THE NORTHWEST ¼ OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 9; THENCE SOUTH 89 DEGREES 56 MINUTES 01 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST ¼, A DISTANCE OF 1,324.09 FET TO THE EAST LINE OF THE WEST ½ OF SAID NORTHWEST ¼ FOR THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 07 MINUTES 02 SECONDS WEST 1,010.76 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 26 SECONDS EAST 529.78 FEET; THENCE SOUTH 50 DEGREES 47 MINUTES 01 SECONDS EAST 530.51 FEET TO AN IRON ROD ON THE WESTERLY RIGHT OF WAY LINE OF THE WABASH RAILROAD; THENCE SOUTH 39 DEGREES 23 MINUTES 08 SECONDS WEST 681.96 FEET ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID WABASH RAILROAD TO AN IRON ROD AT A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE ON A CURVE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 1,943.08 FEET WITH AN ARC DISTANCE OF 186.67 FEET AND A CHORD THAT BEARS SOUTH 29 DEGREES 22 MINUTES 00 SECONDS WEST TO A POINT OF TANGENT ON THE NORTH LINE OF SAID SOUTHWEST ¼ OF SECTION 9; THENCE NORTH 89 DEGREES 56 MINUTES 01 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTHWEST ¼, A DISTANCE OF 394.61 FEET TO THE POINT OF BEGINNING; ALL IN WILL COUNTY, ILLINOIS.

## EXHIBIT A PART 2

### PART 1

THE EAST 31 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, ALL IN TOWNSHIP 34 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS, EXCEPTING THEREFROM THE RIGHT-OF-WAY FOR THE WABASH RAILROAD COMPANY, THE RIGHT-OF-WAY FOR CEDAR ROAD, THE RIGHT-OF-WAY FOR BAKER ROAD, AND THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 89 DEGREES 59 MINUTES 05 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 9 A DISTANCE OF 736.74 FEET TO AN IRON ROD; THENCE SOUTH 00 DEGREES 12 MINUTES 16 SECONDS EAST A DISTANCE OF 50.00 FEET TO AN IRON ROD BEING THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 12 MINUTES 16 SECONDS EAST A DISTANCE OF 276.63 FEET TO AN IRON ROD; THENCE SOUTH 89 DEGREES 47 MINUTES 44 SECONDS WEST A DISTANCE OF 250.00 FEET TO AN IRON ROD; THENCE NORTH 00 DEGREES 12 MINUTES 16 SECONDS WEST A DISTANCE OF 277.59 FEET TO AN IRON ROD; THENCE SOUTH 89 DEGREES 59 MINUTES 05 SECONDS EAST A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING; ALSO EXCEPTING THEREFROM THAT PART OF THE NORTH 50 FEET OF SAID SECTION 9 LYING OUTSIDE THE BOUNDARIES OF THE RIGHT-OF-WAY OF BAKER ROAD, IF ANY, ALL IN WILL COUNTY, ILLINOIS.

### PART 2

#### PARCEL 1:

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9, LYING WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF THE WABASH RAILROAD, IN TOWNSHIP 34 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH 50 FEET THEREOF; ALSO EXCEPT THE EAST 31 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9; ALSO EXCEPT A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE SOUTH 89 DEGREES 56 MINUTES 01 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1,324.09 FEET TO THE EAST LINE OF THE WEST HALF OF SAID NORTHWEST QUARTER FOR THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 07 MINUTES 02 SECONDS WEST 1,010.76 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 26 SECONDS EAST 529.78 FEET; THENCE SOUTH 50 DEGREES 47 MINUTES 01 SECONDS EAST 530.51 FEET TO AN IRON

ROD ON THE WESTERLY RIGHT-OF-WAY LINE OF THE WABASH RAILROAD; THENCE SOUTH 39 DEGREES 23 MINUTES 08 SECONDS WEST 681.96 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID WABASH RAILROAD TO AN IRON ROD AT A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE ON A CURVE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 1,943.08 FEET WITH AN ARC DISTANCE OF 186.67 FEET AND A CHORD THAT BEARS SOUTH 29 DEGREES 22 MINUTES 00 SECONDS WEST TO A POINT OF TANGENT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 9; THENCE NORTH 89 DEGREES 56 MINUTES 01 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 394.61 FEET TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, LYING WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF THE WABASH RAILROAD, IN TOWNSHIP 34 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PARCEL 3:

A PARCEL OF LAND IN THE EAST HALF OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 89 DEGREES 55 MINUTES 24 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9 A DISTANCE OF 34.42 FEET TO A PK NAIL ON THE WEST RIGHT-OF-WAY LINE OF CEDAR ROAD; THENCE NORTH 00 DEGREES 11 MINUTES 52 SECONDS WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1877.44 FEET TO AN IRON ROD BEING THE POINT OF BEGINNING, SAID POINT BEING THE NORTHEAST CORNER OF PARCEL 4 OF THE LAND CONVEYED BY DOCUMENT NUMBER R97-45801; THENCE NORTH 84 DEGREES 46 MINUTES 04 SECONDS WEST ALONG THE NORTH LINE OF PARCEL 4 OF THE LAND CONVEYED BY DOCUMENT NUMBER R97-45801 A DISTANCE OF 2146.82 FEET TO AN IRON ROD, SAID POINT ALSO BEING ON AN EAST LINE OF THE LAND CONVEYED BY DOCUMENT NUMBER R96-37528; THENCE ALONG THE BOUNDARIES OF THE LAND CONVEYED BY SAID DOCUMENT NUMBER R96-37528 THE FOLLOWING SIX COURSES AND DISTANCES; THENCE NORTH 20 DEGREES 41 MINUTES 07 SECONDS WEST A DISTANCE OF 55.85 FEET TO AN IRON ROD, SAID POINT ALSO BEING ON AN EAST LINE OF THE LAND CONVEYED BY DOCUMENT NUMBER R96-37528; THENCE ALONG THE BOUNDARIES OF THE LAND CONVEYED BY SAID DOCUMENT NUMBER R96-37528 THE FOLLOWING FIVE COURSES AND DISTANCES; THENCE NORTH 50 DEGREES 39 MINUTES 24 SECONDS EAST A DISTANCE OF 615.93 FEET TO AN IRON ROD; THENCE NORTH 34 DEGREES 13 MINUTES 52 SECONDS EAST A DISTANCE OF 199.80 FEET TO AN IRON ROD; THENCE

NORTH 89 DEGREES 49 MINUTES 35 SECONDS EAST A DISTANCE OF 206.82 FEET TO AN IRON ROD; THENCE SOUTH 00 DEGREES 16 MINUTES 23 SECONDS EAST A DISTANCE OF 65.80 FEET TO AN IRON ROD; THENCE NORTH 89 DEGREES 43 MINUTES 37 SECONDS EAST A DISTANCE OF 1359.17 FEET TO AN IRON ROD ON THE WEST RIGHT-OF-WAY LINE OF CEDAR ROAD; THENCE SOUTH 00 DEGREES 11 MINUTES 52 SECONDS EAST ALONG THE WEST RIGHT-OF-WAY LINE OF CEDAR ROAD TO THE POINT OF BEGINNING.

PARCEL 4:

THAT PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 9, LYING EAST OF THE EASTERLY RIGHT-OF-WAY LINE OF THE WABASH RAILROAD, IN TOWNSHIP 34 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, EXCEPT THE CEDAR ROAD RIGHT-OF-WAY, AND ALSO EXCEPTING THEREFROM THAT PART OF THE LAND FALLING IN THE FOLLOWING TWO TRACTS:

(TRACT 1):

A PARCEL OF LAND IN SECTION 9, TOWNSHIP 34 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A PK NAIL BEING THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 89 DEGREES 55 MINUTES 24 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 9, A DISTANCE OF 2012.19 FEET TO AN IRON ROD BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 55 MINUTES 24 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 9, A DISTANCE OF 633.27 FEET TO AN IRON ROD BEING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 9; THENCE NORTH 89 DEGREES 55 MINUTES 05 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 9, A DISTANCE OF 1860.29 FEET TO AN IRON ROD ON THE EAST RIGHT-OF-WAY LINE OF WABASH RAILROAD; THENCE NORTH 19 DEGREES 19 MINUTES 36 SECONDS EAST ALONG THE EAST RIGHT-OF-WAY LINE OF WABASH RAILROAD, A DISTANCE OF 1440.33 FEET TO AN IRON ROD; THENCE NORTH 23 DEGREES 37 MINUTES 46 SECONDS EAST ALONG THE EAST RIGHT-OF-WAY LINE OF WABASH RAILROAD, A DISTANCE OF 715.44 FEET TO POINT OF CURVATURE BEING AN IRON ROD; THENCE NORTHEASTERLY ON A CURVE CONVEX TO THE NORTHWEST ALONG THE EAST RIGHT-OF-WAY LINE OF WABASH RAILROAD AND HAVING A RADIUS OF 4774.74 FEET, AN ARC DISTANCE OF 955.51 FEET AND A CHORD BEARING OF NORTH 29 DEGREES 21 MINUTES 08 SECONDS EAST TO A POINT OF TANGENCY BEING AN IRON ROD; THENCE NORTH 35 DEGREES 05 MINUTES 26 SECONDS EAST ALONG THE EAST RIGHT-OF-WAY LINE OF WABASH RAILROAD, A DISTANCE OF 715.48 FEET TO AN IRON ROD; THENCE NORTH 39 DEGREES 23 MINUTES 26 SECONDS EAST ALONG THE EAST RIGHT-OF-WAY LINE OF

WABASH RAILROAD, A DISTANCE OF 696.23 FEET TO AN IRON ROD;  
THENCE SOUTH 54 DEGREES 12 MINUTES 06 SECONDS EAST, A DISTANCE  
OF 324.47 FEET TO AN IRON ROD; THENCE NORTH 43 DEGREES 59 MINUTES  
22 SECONDS EAST, A DISTANCE OF 49.28 FEET TO AN IRON ROD; THENCE  
SOUTH 85 DEGREES 37 MINUTES 07 SECONDS EAST, A DISTANCE OF 340.40  
FEET TO AN IRON ROD; THENCE SOUTH 77 DEGREES 48 MINUTES 23  
SECONDS EAST A DISTANCE OF 245.66 FEET TO AN IRON ROD; THENCE  
SOUTH 70 DEGREES 34 MINUTES 34 SECONDS EAST A DISTANCE OF 332.69  
FEET TO AN IRON ROD; THENCE SOUTH 25 DEGREES 24 MINUTES 05  
SECONDS EAST A DISTANCE OF 419.66 FEET TO AN IRON ROD; THENCE  
SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 56.14  
FEET TO AN IRON ROD; THENCE SOUTH 90 DEGREES 00 MINUTES 00  
SECONDS WEST, A DISTANCE OF 310.18 FEET TO AN IRON ROD; THENCE  
SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 293.28  
FEET TO AN IRON ROD; THENCE SOUTH 90 DEGREES 00 MINUTES 00  
SECONDS EAST, A DISTANCE OF 310.18 FEET TO AN IRON ROD; THENCE  
SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 246.72  
FEET TO AN IRON ROD; THENCE NORTH 89 DEGREES 43 MINUTES 37  
SECONDS EAST, A DISTANCE OF 1007.28 FEET TO AN IRON ROD ON THE  
WEST RIGHT-OF-WAY LINE OF CEDAR ROAD; THENCE SOUTH 00 DEGREES  
11 MINUTES 52 SECONDS EAST ALONG THE WEST RIGHT-OF-WAY LINE OF  
CEDAR ROAD A DISTANCE OF 40.00 FEET TO AN IRON ROD; THENCE SOUTH  
89 DEGREES 43 MINUTES 37 SECONDS WEST, A DISTANCE OF 1359.17 FEET  
TO AN IRON ROD; THENCE NORTH 00 DEGREES 16 MINUTES 23 SECONDS  
WEST, A DISTANCE OF 65.80 FEET TO AN IRON ROD; THENCE SOUTH 89  
DEGREES 49 MINUTES 35 SECONDS WEST, A DISTANCE OF 206.82 FEET TO  
AN IRON ROD; THENCE SOUTH 34 DEGREES 13 MINUTES 52 SECONDS WEST,  
A DISTANCE OF 199.80 FEET TO AN IRON ROD; THENCE SOUTH 50 DEGREES  
39 MINUTES 24 SECONDS WEST, A DISTANCE OF 615.93 FEET TO AN IRON  
ROD; THENCE SOUTH 20 DEGREES 41 MINUTES 07 SECONDS EAST A  
DISTANCE OF 202.02 FEET TO AN IRON ROD; THENCE SOUTH 84 DEGREES 03  
MINUTES 11 SECONDS EAST A DISTANCE OF 636.76 FEET TO AN IRON ROD;  
THENCE SOUTH 77 DEGREES 52 MINUTES 59 SECONDS EAST A DISTANCE OF  
246.33 FEET TO AN IRON ROD; THENCE NORTH 65 DEGREES 23 MINUTES 20  
SECONDS EAST A DISTANCE 94.19 FEET TO AN IRON ROD; THENCE NORTH  
85 DEGREES 22 MINUTES 02 SECONDS EAST A DISTANCE OF 132.45 FEET TO  
AN IRON ROD; THENCE SOUTH 84 DEGREES 37 MINUTES 10 SECONDS EAST  
A DISTANCE OF 475.25 FEET TO AN IRON ROD; THENCE NORTH 89 DEGREES  
32 MINUTES 15 SECONDS EAST A DISTANCE OF 325.77 FEET TO AN IRON  
ROD; THENCE NORTH 84 DEGREES 24 MINUTES 57 SECONDS EAST A  
DISTANCE OF 75.83 FEET TO AN IRON ROD; THENCE SOUTH 88 DEGREES 41  
MINUTES 56 SECONDS EAST A DISTANCE OF 120.21 FEET TO AN IRON ROD  
ON THE WEST RIGHT-OF-WAY LINE OF CEDAR ROAD; THENCE SOUTH 00  
DEGREES 11 MINUTES 52 SECONDS EAST ALONG THE WEST RIGHT-OF-WAY  
LINE OF CEDAR ROAD A DISTANCE OF 537.98 FEET TO AN IRON ROD;  
THENCE NORTH 86 DEGREES 47 MINUTES 41 SECONDS WEST A DISTANCE

OF 474.09 FEET TO AN IRON ROD; THENCE NORTH 82 DEGREES 09 MINUTES 04 SECONDS WEST A DISTANCE OF 316.73 FEET TO AN IRON ROD; THENCE NORTH 79 DEGREES 40 MINUTES 17 SECONDS WEST A DISTANCE OF 311.60 FEET TO AN IRON ROD; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 481.46 FEET TO AN IRON ROD; THENCE SOUTH 87 DEGREES 06 MINUTES 34 SECONDS WEST A DISTANCE OF 166.47 FEET TO AN IRON ROD; THENCE SOUTH 12 DEGREES 41 MINUTES 53 SECONDS WEST A DISTANCE OF 128.50 FEET TO AN IRON ROD; THENCE SOUTH 03 DEGREES 04 MINUTES 07 SECONDS WEST A DISTANCE OF 103.33 FEET TO AN IRON ROD; THENCE SOUTH 16 DEGREES 47 MINUTES 08 SECONDS WEST A DISTANCE OF 200.32 FEET TO AN IRON ROD; THENCE SOUTH 00 DEGREES 16 MINUTES 23 SECONDS EAST A DISTANCE OF 241.42 FEET TO AN IRON ROD; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 45.00 FEET TO AN IRON ROD; THENCE SOUTH 00 DEGREES 16 MINUTES 23 SECONDS EAST A DISTANCE OF 375.78 FEET TO AN IRON ROD; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 100.00 FEET TO AN IRON ROD; THENCE SOUTH 00 DEGREES 16 MINUTES 23 SECONDS EAST A DISTANCE OF 370.51 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

(TRACT 2):

A PARCEL OF LAND IN THE EAST HALF OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 89 DEGREES 55 MINUTES 24 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9 A DISTANCE OF 34.42 FEET TO A PK NAIL ON THE WEST RIGHT-OF-WAY LINE OF CEDAR ROAD; THENCE NORTH 00 DEGREES 11 MINUTES 52 SECONDS WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1877.44 FEET TO AN IRON ROD BEING THE POINT OF BEGINNING, SAID POINT BEING THE NORTHEAST CORNER OF PARCEL 4 OF THE LAND CONVEYED BY DOCUMENT NUMBER R97-45801; THENCE NORTH 84 DEGREES 46 MINUTES 04 SECONDS WEST ALONG THE NORTH LINE OF PARCEL 4 OF THE LAND CONVEYED BY DOCUMENT NUMBER R97-45801 A DISTANCE OF 2146.82 FEET TO AN IRON ROD; SAID POINT ALSO BEING ON AN EAST LINE OF THE LAND CONVEYED BY DOCUMENT NUMBER R96-37528; THENCE ALONG THE BOUNDARIES OF THE LAND CONVEYED BY SAID DOCUMENT NUMBER R96-37528 THE FOLLOWING SIX COURSES AND DISTANCES; THENCE NORTH 20 DEGREES 41 MINUTES 07 SECONDS WEST A DISTANCE OF 55.85 FEET TO AN IRON ROD, SAID POINT ALSO BEING ON AN EAST LINE OF THE LAND CONVEYED BY DOCUMENT NUMBER R96-37528; THENCE ALONG THE BOUNDARIES OF THE LAND CONVEYED BY SAID DOCUMENT NUMBER R96-37528 THE FOLLOWING FIVE COURSES AND DISTANCES; THENCE NORTH 50 DEGREES 39 MINUTES 24 SECONDS EAST A DISTANCE OF 615.93 FEET TO AN IRON ROD; THENCE NORTH 34 DEGREES 13 MINUTES

52 SECONDS EAST A DISTANCE OF 199.80 FEET TO AN IRON ROD; THENCE NORTH 89 DEGREES 49 MINUTES 35 SECONDS EAST A DISTANCE OF 206.82 FEET TO AN IRON ROD; THENCE SOUTH 00 DEGREES 16 MINUTES 23 SECONDS EAST A DISTANCE OF 65.80 FEET TO AN IRON ROD; THENCE NORTH 89 DEGREES 43 MINUTES 37 SECONDS EAST A DISTANCE OF 1359.17 FEET TO AN IRON ROD ON THE WEST RIGHT-OF-WAY LINE OF CEDAR ROAD; THENCE SOUTH 00 DEGREES 11 MINUTES 52 SECONDS EAST ALONG THE WEST RIGHT-OF-WAY LINE OF CEDAR ROAD TO THE POINT OF BEGINNING.

### **PART 3**

COMMENCING AT A 5/8 INCH IRON PIPE AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 88 DEGREES 51 MINUTES 52 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 35.67 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF CEDAR ROAD AS DEDICATED PER DOCUMENT NUMBER 622909; THENCE NORTH 01 DEGREES 25 MINUTES 11 SECONDS WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID CEDAR ROAD, A DISTANCE OF 1831.41 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 54 MINUTES 38 SECONDS WEST, A DISTANCE OF 118.78 FEET; THENCE SOUTH 83 DEGREES 10 MINUTES 44 SECONDS WEST, A DISTANCE OF 75.71 FEET; THENCE SOUTH 88 DEGREES 19 MINUTES 33 SECONDS WEST A DISTANCE OF 325.77 FEET; THENCE NORTH 85 DEGREES 49 MINUTES 52 SECONDS WEST, A DISTANCE OF 475.25 FEET; THENCE SOUTH 84 DEGREES 09 MINUTES 20 SECONDS WEST, A DISTANCE OF 132.45 FEET; THENCE SOUTH 64 DEGREES 10 MINUTES 38 SECONDS WEST, A DISTANCE OF 94.19 FEET; THENCE NORTH 79 DEGREES 05 MINUTES 12 SECONDS WEST, A DISTANCE OF 246.42 FEET; THENCE NORTH 85 DEGREES 16 MINUTES 07 SECONDS WEST, A DISTANCE OF 636.67 FEET; THENCE NORTH 21 DEGREES 53 MINUTES 49 SECONDS WEST, A DISTANCE OF 146.17 FEET; THENCE SOUTH 85 DEGREES 58 MINUTES 46 SECONDS EAST, A DISTANCE OF 2145.24 FEET TO WESTERLY RIGHT-OF-WAY LINE OF SAID CEDAR ROAD; THENCE SOUTH 01 DEGREES 25 MINUTES 11 SECONDS EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID CEDAR ROAD, A DISTANCE OF 46.11 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS, CONTAINING 5.503 ACRES, MORE OR LESS.

### **PART 4**

A PARCEL OF LAND IN SECTION 9, TOWNSHIP 34 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A PK NAIL BEING THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 89 DEGREES 55 MINUTES 24

SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 9, A DISTANCE OF 1912.19 FEET TO AN IRON ROD BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 55 MINUTES 24 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 9 A DISTANCE OF 733.27 FEET TO AN IRON ROD BEING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 9; THENCE NORTH 89 DEGREES 55 MINUTES 05 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 9, A DISTANCE OF 1860.29 FEET TO AN IRON ROD ON THE EAST RIGHT-OF-WAY LINE OF WABASH RAILROAD; THENCE NORTH 19 DEGREES 19 MINUTES 36 SECONDS EAST ALONG THE EAST RIGHT-OF-WAY LINE OF WABASH RAILROAD, A DISTANCE OF 1440.33 FEET TO AN IRON ROD; THENCE NORTH 23 DEGREES 37 MINUTES 46 SECONDS EAST ALONG THE EAST RIGHT-OF-WAY LINE OF WABASH RAILROAD, A DISTANCE OF 715.44 FEET TO AN IRON ROD OF CURVATURE BEING AN IRON ROD; THENCE NORTHEASTERLY ON A CURVE CONVEX TO THE NORTHWEST ALONG THE EAST RIGHT-OF-WAY LINE OF WABASH RAILROAD AND HAVING A RADIUS OF 4774.74 FEET, AN ARC DISTANCE OF 955.51 FEET AND A CHORD BEARING OF NORTH 29 DEGREES 21 MINUTES 08 SECONDS EAST TO A POINT OF TANGENCY BEING AN IRON ROD; THENCE NORTH 35 DEGREES 05 MINUTES 26 SECONDS EAST ALONG THE EAST RIGHT-OF-WAY LINE OF WABASH RAILROAD, A DISTANCE OF 715.48 FEET TO AN IRON ROD; THENCE NORTH 39 DEGREES 23 MINUTES 26 SECONDS EAST ALONG THE EAST RIGHT-OF-WAY LINE OF WABASH RAILROAD, A DISTANCE OF 696.23 FEET TO AN IRON ROD; THENCE SOUTH 54 DEGREES 12 MINUTES 06 SECONDS EAST, A DISTANCE OF 324.47 FEET TO AN IRON ROD; THENCE NORTH 43 DEGREES 59 MINUTES 22 SECONDS EAST, A DISTANCE OF 49.28 FEET TO AN IRON ROD; THENCE SOUTH 85 DEGREES 37 MINUTES 07 SECONDS EAST, A DISTANCE OF 340.40 FEET TO AN IRON ROD; THENCE SOUTH 77 DEGREES 48 MINUTES 23 SECONDS EAST A DISTANCE OF 245.66 TO AN IRON ROD; THENCE SOUTH 70 DEGREES 34 MINUTES 34 SECONDS EAST A DISTANCE OF 332.69 FEET TO AN IRON ROD; THENCE SOUTH 25 DEGREES 24 MINUTES 05 SECONDS EAST A DISTANCE OF 419.66 FEET TO AN IRON ROD; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 56.14 FEET TO AN IRON ROD; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 310.18 FEET TO AN IRON ROD; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 293.28 FEET TO AN IRON ROD; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 310.18 FEET TO AN IRON ROD; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 246.72 FEET TO AN IRON ROD; THENCE NORTH 89 DEGREES 43 MINUTES 37 SECONDS EAST, A DISTANCE OF 1007.28 FEET TO AN IRON ROD ON THE WEST RIGHT-OF-WAY LINE OF CEDAR ROAD; THENCE SOUTH 00 DEGREES 11 MINUTES 52 SECONDS EAST ALONG THE WEST RIGHT-OF-WAY LINE OF CEDAR ROD A DISTANCE OF 40.00 FEET TO AN IRON ROD; THENCE SOUTH 89 DEGREES 43 MINUTES 37 SECONDS WEST, A DISTANCE OF 1359.17 FEET TO AN IRON ROD; THENCE NORTH 00

DEGREES 16 MINUTES 23 SECONDS WEST, A DISTANCE OF 65.80 FEET TO AN IRON ROD; THENCE SOUTH 89 DEGREES 49 MINUTES 35 SECONDS WEST, A DISTANCE OF 206.82 FEET TO AN IRON ROD; THENCE SOUTH 34 DEGREES 13 MINUTES 52 SECONDS WEST, A DISTANCE OF 199.80 FEET TO AN IRON ROD; THENCE SOUTH 50 DEGREES 39 MINUTES 24 SECONDS WEST, A DISTANCE OF 615.93 FEET TO AN IRON ROD; THENCE SOUTH 20 DEGREES 41 MINUTES 07 SECONDS EAST, A DISTANCE OF 202.02 FEET TO AN IRON ROD; THENCE SOUTH 84 DEGREES 03 MINUTES 11 SECONDS EAST A DISTANCE OF 636.76 FEET TO AN IRON ROD; THENCE SOUTH 77 DEGREES 52 MINUTES 59 SECONDS EAST A DISTANCE OF 246.33 FEET TO AN IRON ROD; THENCE NORTH 65 DEGREES 23 MINUTES 20 SECONDS EAST A DISTANCE OF 94.19 FEET TO AN IRON ROD; THENCE NORTH 85 DEGREES 22 MINUTES 02 SECONDS EAST A DISTANCE OF 132.45 FEET TO AN IRON ROD; THENCE SOUTH 84 DEGREES 37 MINUTES 10 SECONDS EAST A DISTANCE OF 475.25 FEET TO AN IRON ROD; THENCE NORTH 89 DEGREES 32 MINUTES 15 SECONDS EAST A DISTANCE OF 325.77 FEET TO AN IRON ROD; THENCE NORTH 84 DEGREES 24 MINUTES 57 SECONDS EAST A DISTANCE OF 75.83 FEET TO AN IRON ROD; THENCE SOUTH 88 DEGREES 41 MINUTES 56 SECONDS EAST A DISTANCE OF 120.21 FEET TO AN IRON ROD ON THE WEST RIGHT-OF-WAY LINE OF CEDAR ROAD; THENCE SOUTH 00 DEGREES 11 MINUTES 52 SECONDS EAST ALONG THE WEST RIGHT-OF-WAY LINE OF CEDAR ROAD A DISTANCE OF 537.98 FEET TO AN IRON ROD; THENCE NORTH 86 DEGREES 47 MINUTES 41 SECONDS WEST A DISTANCE OF 474.09 FEET TO AN IRON ROD; THENCE NORTH 82 DEGREES 09 MINUTES 04 SECONDS WEST A DISTANCE OF 316.73 FEET TO AN IRON ROD; THENCE NORTH 79 DEGREES 40 MINUTES 17 SECONDS WEST A DISTANCE OF 311.60 FEET TO AN IRON ROD; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 481.46 FEET TO AN IRON ROD; THENCE SOUTH 87 DEGREES 06 MINUTES 34 SECONDS WEST A DISTANCE OF 166.47 FEET TO AN IRON ROD; THENCE SOUTH 12 DEGREES 41 MINUTES 53 SECONDS WEST A DISTANCE OF 128.50 FEET TO AN IRON ROD; THENCE SOUTH 03 DEGREES 04 MINUTES 07 SECONDS WEST A DISTANCE OF 103.33 FEET TO AN IRON ROD; THENCE SOUTH 16 DEGREES 47 MINUTES 08 SECONDS WEST A DISTANCE OF 200.32 FEET TO AN IRON ROD; THENCE SOUTH 00 DEGREES 16 MINUTES 23 SECONDS EAST A DISTANCE OF 241.42 FEET TO AN IRON ROD; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 45.00 FEET TO AN IRON ROD; THENCE SOUTH 00 DEGREES 16 MINUTES 23 SECONDS EAST A DISTANCE OF 746.16 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.  
**EXCEPTING THEREFROM THE FOLLOWING PARCELS OF LAND:**

**PARCEL A:**

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE NORTH 89 DEGREES 55

MINUTES 24 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 34.42 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF CEDAR ROAD PER DOCUMENT NUMBER 622909, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 55 MINUTES 24 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 2012.19 FEET TO A POINT; THENCE NORTH 00 DEGREES 04 MINUTES 36 SECONDS EAST A DISTANCE OF 50.00 FEET TO A POINT; THENCE SOUTH 89 DEGREES 55 MINUTES 24 SECONDS EAST A DISTANCE OF 2011.95 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF CEDAR ROAD; THENCE SOUTH 00 DEGREES 11 MINUTES 52 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

**PARCEL B:**

A PARCEL OF LAND IN THE SOUTH HALF OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE NORTH 89 DEGREES 55 MINUTES 24 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9 A DISTANCE OF 2046.61 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 55 MINUTES 24 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 598.86 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 55 MINUTES 04 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 9 A DISTANCE OF 1860.28 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE WABASH RAILROAD; THENCE NORTH 19 DEGREES 19 MINUTES 36 SECONDS EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD A DISTANCE OF 52.96 FEET TO A POINT; THENCE SOUTH 89 DEGREES 55 MINUTES 04 SECONDS EAST A DISTANCE OF 1842.82 FEET TO A POINT; THENCE SOUTH 89 DEGREES 55 MINUTES 24 SECONDS EAST A DISTANCE OF 598.85 FEET TO A POINT; THENCE SOUTH 00 DEGREES 04 MINUTES 36 SECONDS WEST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

**PARCEL C:**

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON ROD BEING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 9; THENCE SOUTH 89 DEGREES 55 MINUTES 04 SECONDS EAST ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9 A DISTANCE OF 784.51 FEET TO AN IRON ROD; THENCE NORTH 19 DEGREES 19 MINUTES 36 SECONDS EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF WABASH RAILROAD A DISTANCE OF 92.96 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 19 DEGREES 19 MINUTES 36 SECONDS EAST

ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 416.28 FEET TO AN IRON ROD; THENCE SOUTH 70 DEGREES 45 MINUTES 31 SECONDS EAST A DISTANCE OF 191.16 FEET TO AN IRON ROD; THENCE SOUTH 00 DEGREES 04 MINUTES 55 SECONDS WEST A DISTANCE OF 330.27 FEET TO AN IRON ROD; THENCE NORTH 89 DEGREES 55 MINUTES 04 SECONDS WEST A DISTANCE OF 317.78 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

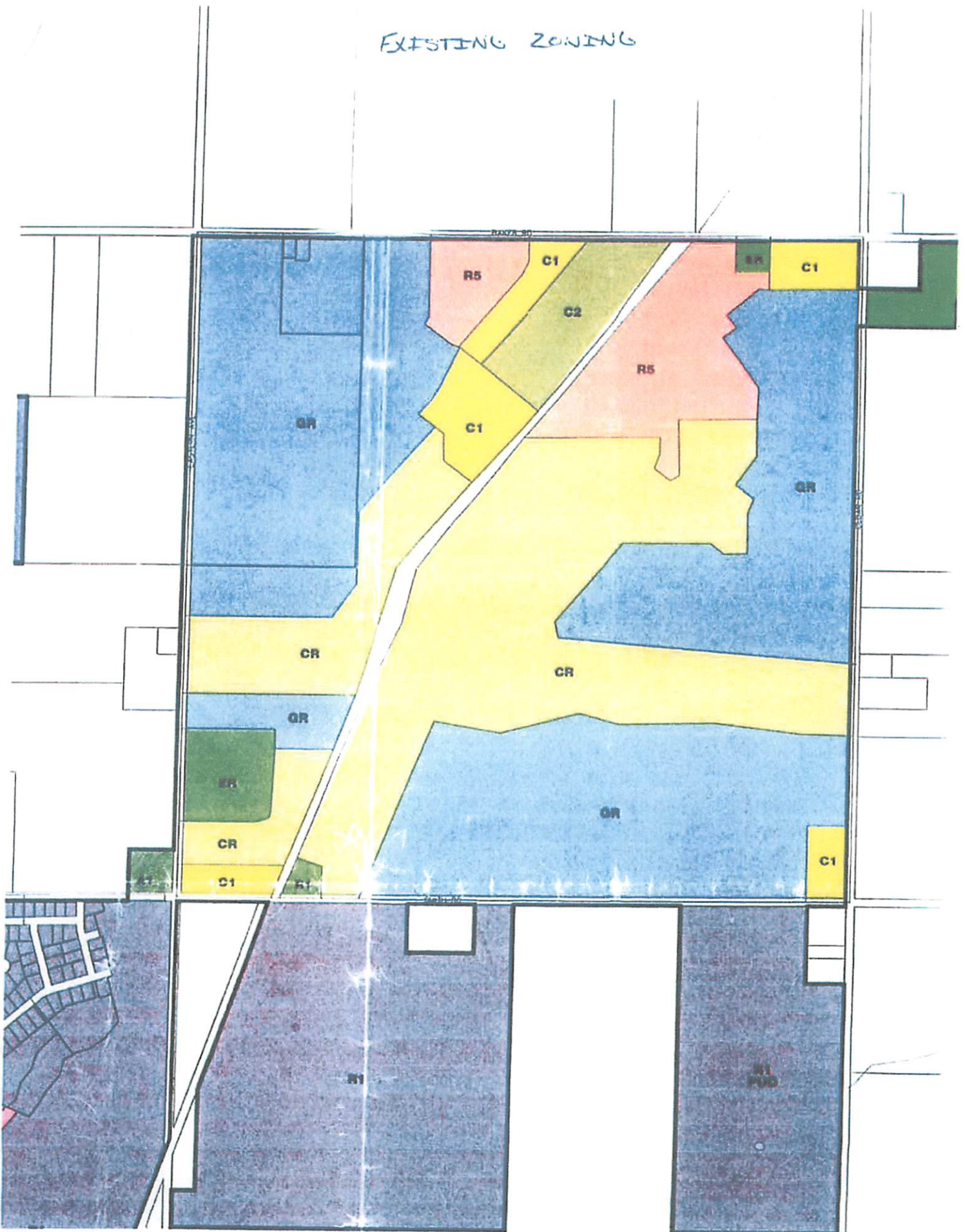
PARCEL D:

COMMENCING AT A 5/8 INCH IRON PIPE AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 88 DEGREES 51 MINUTES 52 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 35.67 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF CEDAR ROAD AS DEDICATED PER DOCUMENT NUMBER 622909; THENCE NORTH 01 DEGREES 25 MINUTES 11 SECONDS WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID CEDAR ROAD, A DISTANCE OF 1293.47 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 00 MINUTES 38 SECONDS WEST, A DISTANCE OF 472.54 FEET; THENCE NORTH 83 DEGREES 22 MINUTES 54 SECONDS WEST, A DISTANCE OF 316.78 FEET; THENCE NORTH 80 DEGREES 53 MINUTES 13 SECONDS WEST, A DISTANCE OF 311.71 FEET; THENCE SOUTH 88 DEGREES 48 MINUTES 17 SECONDS WEST, A DISTANCE OF 481.36 FEET; THENCE SOUTH 85 DEGREES 53 MINUTES 52 SECONDS WEST, A DISTANCE OF 166.47 FEET; THENCE SOUTH 11 DEGREES 29 MINUTES 46 SECONDS WEST, A DISTANCE OF 128.52 FEET; THENCE SOUTH 01 DEGREES 12 MINUTES 02 SECONDS WEST, A DISTANCE OF 103.27 FEET; THENCE SOUTH 15 DEGREES 34 MINUTES 26 SECONDS WEST, A DISTANCE OF 200.32 FEET; THENCE SOUTH 01 DEGREES 13 MINUTES 11 SECONDS EAST, A DISTANCE OF 241.41 FEET; THENCE SOUTH 88 DEGREES 47 MINUTES 18 SECONDS WEST, A DISTANCE OF 45.00 FEET; THENCE NORTH 01 DEGREES 29 MINUTES 05 SECONDS WEST, A DISTANCE OF 191.47 FEET; THENCE NORTH 04 DEGREES 01 MINUTES 28 SECONDS EAST, A DISTANCE OF 561.15 FEET; THENCE SOUTH 85 DEGREES 58 MINUTES 32 SECONDS EAST, A DISTANCE OF 1832.55 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID CEDAR ROAD; THENCE SOUTH 01 DEGREES 25 MINUTES 11 SECONDS EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID CEDAR ROAD, A DISTANCE OF 38.44 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

**EXHIBIT B**

**Current Zoning Depiction**

EXISTING ZONING



**EXHIBIT "C"**  
**AFFIDAVIT OF TITLE**

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF \_\_\_\_\_            )

The undersigned Affiant being first duly sworn on oath states:

1. Charles Sharp ("Beneficiary") is the beneficiary of Standard Bank & Trust Company Trust Dated November 17, 2000 and known as Trust No. 16771, the record owner of certain real estate located in the Village of Manhattan, Will County, Illinois, as described in the legal description attached hereto and incorporated herein by reference as Exhibit "C-1" (sometimes hereinafter referred to as the "Subject Property").
2. On February 28, 2005, a commitment (the "Commitment") for title insurance was issued by Chicago Title Insurance Company for the Subject Property, which is attached hereto and incorporated herein by reference as Exhibit "C-2").
3. Upon review of the Commitment, and upon information and belief, Beneficiary affirmatively states that there are the following mortgages, liens or security interests affecting title to the Subject Property:
  - (a) Mortgage dated February 8, 2005 and recorded February 28, 2005 as Document #R2005034073 made by Standard Bank & Trust Company, not personally but as Trustee on behalf of Trust #16771 to Standard Bank and Trust Co. to secure an indebtedness in the principal amount of \$2,970,000.00.
  - (b) Assignment of Rents dated February 8, 2005 and recorded February 28, 2005 as Document #R2005034074, made by Standard Bank and Trust Company, not personally but as Trustee on behalf of Trust #16771 to Standard Bank and Trust Co.
4. Beneficiary shall provide the Village with copies of written notice to and approval from all mortgagees, lienholders and holders of any security interest, affecting title to the Subject Property, that a First Amendment to an Annexation Agreement and a Development Agreement are being executed, and that said First Amendment and Development Agreement shall be superior to any such mortgage, lien or other security interest.

5. That since February 28, 2005, the Beneficiary covenants and warrants that it has not caused the Trust to transfer any title or right to title to any portion of the Subject Property, nor has it in any way encumbered title, nor is it aware of any other person(s) or entity(ies) that may or have done so.
6. That since February 28, 2005, the Owner covenants and warrants that it has not mortgaged, or created or caused to be created any liens or other security interests affecting title to any portion of the Subject Property in any way, nor is it aware of any other person(s) or entity(ies) that may or have done so.
7. That the Beneficiary makes this Affidavit as an important part of the consideration to induce the Village of Manhattan to execute a Development Agreement with the Trust.

Further Affiant sayeth not.

\_\_\_\_\_  
Charles Sharp

Subscribed and sworn to me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**EXHIBIT "C"**  
**AFFIDAVIT OF TITLE**

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF Will            )

The undersigned Affiant being first duly sworn on oath states:

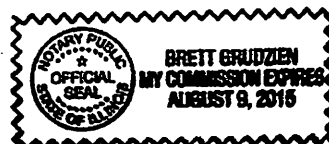
1. Blizzard Blue Properties, LLC is the Owner of certain real estate known as portions of the Lexington Development located in the Village of Manhattan, Will County, Illinois, as described in the legal description attached hereto and incorporated herein by reference as Exhibit "C-1" (sometimes hereinafter referred to as the ("Subject Property").
2. Owner affirmatively states that there are no mortgages, liens or any security interests affecting title to the Subject Property
3. On May 1, 2008, a commitment for title insurance was issued by Chicago Title Insurance Company for the Subject Property, which is attached hereto and incorporated herein by reference as Exhibit "C-2".
4. That since May 1, 2008, the Owner covenants and warrants that it has not transferred any title or right to title to any portion of the Subject Property, nor has it in any way encumbered title, nor is it aware of any other person(s) or entity(ies) that may or have done so, with the exception of certain roadway dedications for Cedar and Smith and Baker Roads in 2011.
5. That since May 1, 2008, the Owner covenants and warrants that it has not mortgaged, or created or caused to be created any liens or other security interests affecting title to any portion of the Subject Property in any way, nor is it aware of any other person(s) or entity(ies) that may or have done so.
6. That the Affiant makes this Affidavit as an important part of the consideration to induce the Village of Manhattan to execute a Development Agreement with Blizzard Blue Properties, LLC.

Further Affiant sayeth not.

**BLIZZARD BLUE PROPERTIES, LLC, an Illinois  
limited liability corporation**

By: [Signature]  
Name: Laura Weber  
Its: OSUP

Subscribed and sworn to me this 15<sup>th</sup>  
day of November, 2011.  
[Signature]  
Notary Public



CHICAGO TITLE INSURANCE COMPANY  
OWNER'S POLICY (2006)  
SCHEDULE A (CONTINUED)

POLICY NUMBER: 1410-PR000220-UL

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

PARCEL 1:

A PARCEL OF LAND LYING IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 9 (EXCEPT THE EAST 750 FEET OF THE WEST 1049 FEET OF THE NORTH 750 FEET OF SAID NORTHWEST 1/4 THEREOF) (ALSO EXCEPTING THAT PART OF SAID NORTHWEST 1/4 OF SAID SECTION 9, DESCRIBED AS FOLLOWS: BEGINNING AT A STONE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 05 MINUTES 55 SECONDS WEST 563.97 FEET AS MEASURED ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 9 TO AN IRON ROD; THENCE SOUTH 89 DEGREES 55 MINUTES 19 SECONDS EAST, A DISTANCE OF 429.76 FEET, TO AN IRON ROD; THENCE NORTH 01 DEGREES 30 MINUTES 51 SECONDS WEST A DISTANCE OF 119.41 FEET, TO AN IRON ROD; THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS EAST, A DISTANCE OF 49.16 FEET, TO AN IRON ROD; THENCE SOUTH 58 DEGREES 49 MINUTES 32 SECONDS EAST, A DISTANCE OF 50.65 FEET, TO AN IRON ROD; THENCE NORTH 20 DEGREES 57 MINUTES 22 SECONDS EAST, A DISTANCE OF 208.07 FEET, TO AN IRON ROD; THENCE SOUTH 51 DEGREES 33 MINUTES 28 SECONDS EAST, A DISTANCE OF 90.01 FEET, TO AN IRON ROD; THENCE NORTH 39 DEGREES 17 MINUTES 40 SECONDS EAST, A DISTANCE OF 140.00 FEET, TO AN IRON ROD; THENCE SOUTH 50 DEGREES 42 MINUTES 20 SECONDS EAST, A DISTANCE OF 370.10 FEET, TO AN IRON ROD; THENCE SOUTH 00 DEGREES 01 MINUTES 43 SECONDS EAST, A DISTANCE OF 49.57 FEET, TO AN IRON ROD; THENCE SOUTH 65 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 171.39 FEET, TO AN IRON ROD; THENCE SOUTH 60 DEGREES 29 MINUTES 44 SECONDS EAST, A DISTANCE OF 148.95 FEET, TO AN IRON ROD ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE SOUTH 00 DEGREES 07 MINUTES 02 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 475.44 FEET, TO AN IRON ROD AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE NORTH 89 DEGREES 56 MINUTES 01 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 1324.09 FEET TO THE POINT OF BEGINNING), ALL IN WILL COUNTY, ILLINOIS, (EXCEPT THAT PART TAKEN FOR ROAD PURPOSES AND SUBJECT TO EASEMENTS).

PARCEL 2:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 89 DEGREES 55 MINUTES 24 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9 A DISTANCE OF 34.42 FEET TO A PK NAIL; THENCE NORTH 50.00 FEET PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 9 FOR THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 55 MINUTES 24 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9 A DISTANCE OF 1,877.84 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 23 SECONDS WEST 696.42 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 38 SECONDS EAST 191.72 FEET; THENCE NORTH 05 DEGREES 14 MINUTES 47 SECONDS EAST 561.15 FEET; THENCE SOUTH 84 DEGREES 45 MINUTES 13 SECONDS EAST 1,832.55 FEET TO THE WEST RIGHT OF WAY LINE OF CEDAR ROAD; THENCE SOUTH 00 DEGREES 11 MINUTES 53 SECONDS EAST 1,281.89 FEET TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

CONTINUED ON NEXT PAGE

EXHIBIT

tabbles

C-1

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

CHICAGO TITLE INSURANCE COMPANY  
OWNER'S POLICY (2006)  
SCHEDULE A (CONTINUED)

POLICY NUMBER: 1410 - PR0000220 - UL

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS (CONTINUED):

PARCEL 3:

A PARCEL OF LAND IN THE WEST 1/2 OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 2,648.14 FEET TO A STONE AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 89 DEGREES 56 MINUTES 01 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 1,718.70 FEET TO AN IRON ROD ON THE WESTERLY RIGHT OF WAY LINE OF THE WABASH RAILROAD BEING A POINT ON CURVE; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE ON A CURVE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 1943.08 FEET, AN ARC DISTANCE OF 493.99 FEET, AND A CHORD BEARING OF SOUTH 29 DEGREES 36 MINUTES 52 SECONDS WEST TO A POINT OF TANGENT; THENCE SOUTH 19 DEGREES 19 MINUTES 21 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 2338.43 FEET TO AN IRON ROD ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE SOUTH 89 DEGREES 55 MINUTES 04 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 714.61 FEET TO THE POINT OF BEGINNING.

(EXCEPTING THEREFROM THAT PART OF THE LAND FALLING IN THE FOLLOWING FOUR TRACTS:

TRACT 1:

THE SOUTH 50.00 FEET OF THE SOUTHWEST 1/4 OF SECTION 9 LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF THE WABASH RAILROAD COMPANY IN TOWNSHIP 34 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

TRACT 2:

A PARCEL OF LAND IN THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 2598.14 FEET TO A POINT; THENCE SOUTH 89 DEGREES 56 MINUTES 01 SECONDS EAST A DISTANCE OF 15.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 12 MINUTES 32 SECONDS EAST A DISTANCE OF 2375.55 FEET TO A POINT; THENCE SOUTH 03 DEGREES 53 MINUTES 44 SECONDS EAST A DISTANCE OF 223.13 FEET TO A POINT; THENCE NORTH 89 DEGREES 55 MINUTES 04 SECONDS WEST A DISTANCE OF 29.35 FEET TO A POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

TRACT 3:

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 9; THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 635.16 FEET TO A POINT; THENCE NORTH 89 DEGREES 47 MINUTES 28 SECONDS EAST A DISTANCE OF 15.00 FEET TO AN IRON ROD BEING THE POINT OF BEGINNING; THENCE NORTH 00

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

CHICAGO TITLE INSURANCE COMPANY  
OWNER'S POLICY (2006)  
SCHEDULE A (CONTINUED)

POLICY NUMBER: 1410 - PR0000220 - UL

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS (CONTINUED):

DEGREES 12 MINUTES 32 SECONDS WEST A DISTANCE OF 795.17 FEET TO AN IRON ROD; THENCE NORTH 89 DEGREES 47 MINUTES 28 SECONDS EAST A DISTANCE OF 667.42 FEET TO AN IRON ROD; THENCE SOUTH 00 DEGREES 12 MINUTES 32 SECONDS EAST A DISTANCE OF 695.17 FEET TO AN IRON ROD AT A POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 157.08 FEET AND A CHORD BEARING OF SOUTH 44 DEGREES 47 MINUTES 28 SECONDS WEST TO A POINT OF TANGENT; THENCE SOUTH 89 DEGREES 47 MINUTES 28 SECONDS WEST A DISTANCE OF 567.42 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

TRACT 4:

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 9; THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 288.99 FEET TO A POINT; THENCE SOUTH 89 DEGREES 55 MINUTES 04 SECONDS EAST A DISTANCE OF 15.00 FEET TO AN IRON ROD BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST A DISTANCE OF 346.24 FEET TO AN IRON ROD; THENCE NORTH 89 DEGREES 47 MINUTES 28 SECONDS EAST A DISTANCE OF 567.42 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ON A CURVE CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 157.08 FEET AND A CHORD BEARING OF NORTH 44 DEGREES 47 MINUTES 28 SECONDS EAST, TO A POINT OF TANGENT; THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST A DISTANCE OF 508.17 FEET TO AN IRON ROD; THENCE NORTH 89 DEGREES 47 MINUTES 28 SECONDS EAST A DISTANCE OF 474.51 FEET TO AN IRON ROD ON THE WESTERLY RIGHT OF WAY LINE OF THE WABASH RAILROAD; THENCE SOUTH 19 DEGREES 19 MINUTES 21 SECONDS WEST ALONG THE WESTERLY RIGHT OF WAY LINE A DISTANCE OF 1017.00 FEET TO AN IRON ROD; THENCE NORTH 89 DEGREES 55 MINUTES 04 SECONDS WEST A DISTANCE OF 801.94 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A STONE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE NORTH 00 DEGREES 05 MINUTES 55 SECONDS WEST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 9 A DISTANCE OF 563.97 FEET TO AN IRON ROD; THENCE SOUTH 89 DEGREES 55 MINUTES 19 SECONDS EAST A DISTANCE OF 429.76 FEET TO AN IRON ROD; THENCE NORTH 01 DEGREES 30 MINUTES 51 SECONDS WEST A DISTANCE OF 119.41 FEET TO AN IRON ROD; THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS EAST A DISTANCE OF 49.16 FEET TO AN IRON ROD; THENCE SOUTH 58 DEGREES 49 MINUTES 32 SECONDS EAST A DISTANCE OF 50.65 FEET TO AN IRON ROD; THENCE NORTH 20 DEGREES 57 MINUTES 22 SECONDS EAST A DISTANCE OF 208.07 FEET TO AN IRON ROD; THENCE SOUTH 51 DEGREES 33 MINUTES 28 SECONDS EAST A DISTANCE OF 90.01 FEET TO AN IRON ROD; THENCE NORTH 39 DEGREES 17 MINUTES 40 SECONDS EAST A DISTANCE OF 140.00 FEET TO AN IRON ROD; THENCE SOUTH 50 DEGREES 42 MINUTES 20 SECONDS EAST A DISTANCE OF 370.10 FEET TO AN IRON ROD; THENCE SOUTH 00 DEGREES 01 MINUTES 43 SECONDS EAST A DISTANCE OF 49.57 FEET TO AN IRON ROD; THENCE SOUTH 65 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 171.39 FEET TO AN IRON ROD; THENCE SOUTH 60 DEGREES 29 MINUTES 44 SECONDS EAST A DISTANCE OF 148.95 FEET TO AN IRON ROD ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE SOUTH 00 DEGREES 07 MINUTES 02 SECONDS EAST ALONG SAID EAST LINE

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

CHICAGO TITLE INSURANCE COMPANY  
OWNER'S POLICY (2006)  
SCHEDULE A (CONTINUED)

POLICY NUMBER: 1410 - PR600220 - UL

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS (CONTINUED):

A DISTANCE OF 475.44 FEET TO AN IRON ROD AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE NORTH 89 DEGREES 56 MINUTES 01 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 9 A DISTANCE OF 1324.09 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE WEST 15.00 FEET, IN WILL COUNTY, ILLINOIS.

PARCEL 5:

A PARCEL OF LAND IN THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE SOUTH 89 DEGREES 56 MINUTES 01 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1,324.09 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID NORTHWEST 1/4 FOR THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 07 MINUTES 02 SECONDS WEST 1,010.76 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 28 SECONDS EAST 529.78 FEET; THENCE SOUTH 50 DEGREES 47 MINUTES 01 SECONDS EAST 530.51 FEET TO AN IRON ROD ON THE WESTERLY RIGHT OF WAY LINE OF THE WABASH RAILROAD; THENCE SOUTH 39 DEGREES 23 MINUTES 08 SECONDS WEST 681.96 FEET ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID WABASH RAILROAD TO AN IRON ROD AT A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE ON A CURVE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 1,943.08 FEET WITH AN ARC DISTANCE OF 186.67 FEET AND A CHORD THAT BEARS SOUTH 29 DEGREES 22 MINUTES 00 SECONDS WEST TO A POINT OF TANGENT ON THE NORTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 9; THENCE NORTH 89 DEGREES 56 MINUTES 01 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 394.61 FEET TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

Effective Date: May 1, 2008

Fidelity National Financial, Inc.  
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

**Personal Information Collected**

We may collect Personal Information about you from the following sources:

Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information and income information;

Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;

Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transactions, account balances, and credit card information; and

Information we receive from consumer or other reporting agencies and publicly recorded documents.

**Disclosure of Personal Information**

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connections with an insurance transactions;

To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;

To an insurance regulatory authority, or law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;

To companies that perform marketing services on our behalf or to other financial institutions with which we have had joint marketing agreements and/or

To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

**Disclosure to Affiliated Companies** - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

**Disclosure to Nonaffiliated Third Parties** - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

**Confidentiality and Security of Personal Information**

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

**Access to Personal Information/**

**Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

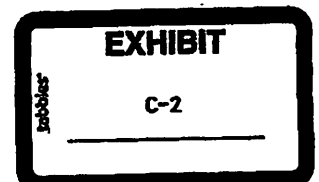
For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity.

Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer  
Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, FL 32204

**Changes to this Privacy Statement**

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.



- Manhattan -

CHICAGO TITLE INSURANCE COMPANY  
OWNER'S POLICY (2006)  
SCHEDULE A

POLICY NUMBER: 1410 - PR0000220 - UL

DATE OF POLICY: PRO FORMA POLICY

AMOUNT OF INSURANCE: \$3,540,000.00

1. NAME OF INSURED:

BLIZZARD BLUE PROPERTIES, LLC

2. THE ESTATE OR INTEREST IN THE LAND THAT IS INSURED BY THIS POLICY IS:  
FEE SIMPLE, UNLESS OTHERWISE NOTED.

3. TITLE IS VESTED IN:  
THE INSURED

4. THE LAND HEREIN DESCRIBED IS ENCUMBERED BY THE FOLLOWING MORTGAGE OR TRUST DEED  
AND ASSIGNMENTS:

NONE

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

CHICAGO TITLE INSURANCE COMPANY  
OWNER'S POLICY (2006)  
SCHEDULE A (CONTINUED)

POLICY NUMBER: 1410-PR000220-UL

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

PARCEL 1:

A PARCEL OF LAND LYING IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 9 (EXCEPT THE EAST 750 FEET OF THE WEST 1049 FEET OF THE NORTH 750 FEET OF SAID NORTHWEST 1/4 THEREOF) (ALSO EXCEPTING THAT PART OF SAID NORTHWEST 1/4 OF SAID SECTION 9, DESCRIBED AS FOLLOWS: BEGINNING AT A STONE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 05 MINUTES 55 SECONDS WEST 563.97 FEET AS MEASURED ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 9 TO AN IRON ROD; THENCE SOUTH 89 DEGREES 55 MINUTES 19 SECONDS EAST, A DISTANCE OF 429.76 FEET, TO AN IRON ROD; THENCE NORTH 01 DEGREES 30 MINUTES 51 SECONDS WEST A DISTANCE OF 119.41 FEET, TO AN IRON ROD; THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS EAST, A DISTANCE OF 49.16 FEET, TO AN IRON ROD; THENCE SOUTH 58 DEGREES 49 MINUTES 32 SECONDS EAST, A DISTANCE OF 50.65 FEET, TO AN IRON ROD; THENCE NORTH 20 DEGREES 57 MINUTES 22 SECONDS EAST, A DISTANCE OF 208.07 FEET, TO AN IRON ROD; THENCE SOUTH 51 DEGREES 33 MINUTES 28 SECONDS EAST, A DISTANCE OF 90.01 FEET, TO AN IRON ROD; THENCE NORTH 39 DEGREES 17 MINUTES 40 SECONDS EAST, A DISTANCE OF 140.00 FEET, TO AN IRON ROD; THENCE SOUTH 50 DEGREES 42 MINUTES 20 SECONDS EAST, A DISTANCE OF 370.10 FEET, TO AN IRON ROD; THENCE SOUTH 00 DEGREES 01 MINUTES 43 SECONDS EAST, A DISTANCE OF 49.57 FEET, TO AN IRON ROD; THENCE SOUTH 65 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 171.39 FEET, TO AN IRON ROD; THENCE SOUTH 60 DEGREES 29 MINUTES 44 SECONDS EAST, A DISTANCE OF 148.95 FEET, TO AN IRON ROD ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE SOUTH 00 DEGREES 07 MINUTES 02 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 475.44 FEET, TO AN IRON ROD AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE NORTH 89 DEGREES 56 MINUTES 01 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 1324.09 FEET TO THE POINT OF BEGINNING), ALL IN WILL COUNTY, ILLINOIS, (EXCEPT THAT PART TAKEN FOR ROAD PURPOSES AND SUBJECT TO EASEMENTS).

PARCEL 2:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 89 DEGREES 56 MINUTES 24 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9 A DISTANCE OF 34.42 FEET TO A PK NAIL; THENCE NORTH 50.00 FEET PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 9 FOR THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 55 MINUTES 24 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9 A DISTANCE OF 1,877.84 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 23 SECONDS WEST 696.42 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 38 SECONDS EAST 191.72 FEET; THENCE NORTH 05 DEGREES 14 MINUTES 47 SECONDS EAST 581.15 FEET; THENCE SOUTH 84 DEGREES 45 MINUTES 13 SECONDS EAST 1,832.55 FEET TO THE WEST RIGHT OF WAY LINE OF CEDAR ROAD; THENCE SOUTH 00 DEGREES 11 MINUTES 53 SECONDS EAST 1,281.89 FEET TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

CONTINUED ON NEXT PAGE

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

CHICAGO TITLE INSURANCE COMPANY  
OWNER'S POLICY (2006)  
SCHEDULE A (CONTINUED)

POLICY NUMBER: 1410-PR000220-UL

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS (CONTINUED):

PARCEL 3:

A PARCEL OF LAND IN THE WEST 1/2 OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 2,648.14 FEET TO A STONE AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 89 DEGREES 56 MINUTES 01 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 1,718.70 FEET TO AN IRON ROD ON THE WESTERLY RIGHT OF WAY LINE OF THE WABASH RAILROAD BEING A POINT ON CURVE; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE ON A CURVE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 1943.08 FEET, AN ARC DISTANCE OF 493.99 FEET, AND A CHORD BEARING OF SOUTH 29 DEGREES 36 MINUTES 52 SECONDS WEST TO A POINT OF TANGENT; THENCE SOUTH 19 DEGREES 19 MINUTES 21 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 2338.43 FEET TO AN IRON ROD ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE SOUTH 89 DEGREES 55 MINUTES 04 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 714.61 FEET TO THE POINT OF BEGINNING,

(EXCEPTING THEREFROM THAT PART OF THE LAND FALLING IN THE FOLLOWING FOUR TRACTS:

TRACT 1:

THE SOUTH 50.00 FEET OF THE SOUTHWEST 1/4 OF SECTION 9 LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF THE WABASH RAILROAD COMPANY IN TOWNSHIP 34 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

TRACT 2:

A PARCEL OF LAND IN THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 2598.14 FEET TO A POINT; THENCE SOUTH 89 DEGREES 56 MINUTES 01 SECONDS EAST A DISTANCE OF 15.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 12 MINUTES 32 SECONDS EAST A DISTANCE OF 2375.55 FEET TO A POINT; THENCE SOUTH 03 DEGREES 53 MINUTES 44 SECONDS EAST A DISTANCE OF 223.13 FEET TO A POINT; THENCE NORTH 89 DEGREES 55 MINUTES 04 SECONDS WEST A DISTANCE OF 29.35 FEET TO A POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

TRACT 3:

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 9; THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 635.16 FEET TO A POINT; THENCE NORTH 89 DEGREES 47 MINUTES 28 SECONDS EAST A DISTANCE OF 15.00 FEET TO AN IRON ROD BEING THE POINT OF BEGINNING; THENCE NORTH 00

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

CHICAGO TITLE INSURANCE COMPANY  
OWNER'S POLICY (2006)  
SCHEDULE A (CONTINUED)

POLICY NUMBER: 1410-PR000220-UJ

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS (CONTINUED):

DEGREES 12 MINUTES 32 SECONDS WEST A DISTANCE OF 795.17 FEET TO AN IRON ROD; THENCE NORTH 89 DEGREES 47 MINUTES 28 SECONDS EAST A DISTANCE OF 667.42 FEET TO AN IRON ROD; THENCE SOUTH 00 DEGREES 12 MINUTES 32 SECONDS EAST A DISTANCE OF 695.17 FEET TO AN IRON ROD AT A POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 157.08 FEET AND A CHORD BEARING OF SOUTH 44 DEGREES 47 MINUTES 28 SECONDS WEST TO A POINT OF TANGENT; THENCE SOUTH 89 DEGREES 47 MINUTES 28 SECONDS WEST A DISTANCE OF 567.42 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

TRACT 4:

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 9; THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 288.99 FEET TO A POINT; THENCE SOUTH 89 DEGREES 55 MINUTES 04 SECONDS EAST A DISTANCE OF 15.00 FEET TO AN IRON ROD BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST A DISTANCE OF 346.24 FEET TO AN IRON ROD; THENCE NORTH 89 DEGREES 47 MINUTES 28 SECONDS EAST A DISTANCE OF 567.42 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ON A CURVE CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 157.08 FEET AND A CHORD BEARING OF NORTH 44 DEGREES 47 MINUTES 28 SECONDS EAST, TO A POINT OF TANGENT; THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST A DISTANCE OF 508.17 FEET TO AN IRON ROD; THENCE NORTH 89 DEGREES 47 MINUTES 28 SECONDS EAST A DISTANCE OF 474.51 FEET TO AN IRON ROD ON THE WESTERLY RIGHT OF WAY LINE OF THE WABASH RAILROAD; THENCE SOUTH 19 DEGREES 19 MINUTES 21 SECONDS WEST ALONG THE WESTERLY RIGHT OF WAY LINE A DISTANCE OF 1017.00 FEET TO AN IRON ROD; THENCE NORTH 89 DEGREES 55 MINUTES 04 SECONDS WEST A DISTANCE OF 801.94 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A STONE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE NORTH 00 DEGREES 05 MINUTES 55 SECONDS WEST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 9 A DISTANCE OF 563.97 FEET TO AN IRON ROD; THENCE SOUTH 89 DEGREES 55 MINUTES 19 SECONDS EAST A DISTANCE OF 429.76 FEET TO AN IRON ROD; THENCE NORTH 01 DEGREES 30 MINUTES 51 SECONDS WEST A DISTANCE OF 119.41 FEET TO AN IRON ROD; THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS EAST A DISTANCE OF 49.16 FEET TO AN IRON ROD; THENCE SOUTH 58 DEGREES 49 MINUTES 32 SECONDS EAST A DISTANCE OF 50.65 FEET TO AN IRON ROD; THENCE NORTH 20 DEGREES 57 MINUTES 22 SECONDS EAST A DISTANCE OF 208.07 FEET TO AN IRON ROD; THENCE SOUTH 51 DEGREES 33 MINUTES 28 SECONDS EAST A DISTANCE OF 90.01 FEET TO AN IRON ROD; THENCE NORTH 39 DEGREES 17 MINUTES 40 SECONDS EAST A DISTANCE OF 140.00 FEET TO AN IRON ROD; THENCE SOUTH 50 DEGREES 42 MINUTES 20 SECONDS EAST A DISTANCE OF 370.10 FEET TO AN IRON ROD; THENCE SOUTH 00 DEGREES 01 MINUTES 43 SECONDS EAST A DISTANCE OF 49.57 FEET TO AN IRON ROD; THENCE SOUTH 65 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 171.39 FEET TO AN IRON ROD; THENCE SOUTH 80 DEGREES 29 MINUTES 44 SECONDS EAST A DISTANCE OF 148.95 FEET TO AN IRON ROD ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE SOUTH 00 DEGREES 07 MINUTES 02 SECONDS EAST ALONG SAID EAST LINE

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

CHICAGO TITLE INSURANCE COMPANY  
OWNER'S POLICY (2006)  
SCHEDULE A (CONTINUED)

POLICY NUMBER: 1410-PR0000220-UL

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS (CONTINUED):

A DISTANCE OF 475.44 FEET TO AN IRON ROD AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE NORTH 89 DEGREES 56 MINUTES 01 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 9 A DISTANCE OF 1324.09 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE WEST 15.00 FEET, IN WILL COUNTY, ILLINOIS.

PARCEL 5:

A PARCEL OF LAND IN THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE SOUTH 89 DEGREES 56 MINUTES 01 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1,324.09 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID NORTHWEST 1/4 FOR THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 07 MINUTES 02 SECONDS WEST 1,010.76 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 26 SECONDS EAST 529.78 FEET; THENCE SOUTH 50 DEGREES 47 MINUTES 01 SECONDS EAST 530.51 FEET TO AN IRON ROD ON THE WESTERLY RIGHT OF WAY LINE OF THE WABASH RAILROAD; THENCE SOUTH 39 DEGREES 23 MINUTES 08 SECONDS WEST 681.96 FEET ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID WABASH RAILROAD TO AN IRON ROD AT A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE ON A CURVE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 1,943.08 FEET WITH AN ARC DISTANCE OF 186.67 FEET AND A CHORD THAT BEARS SOUTH 29 DEGREES 22 MINUTES 00 SECONDS WEST TO A POINT OF TANGENT ON THE NORTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 9; THENCE NORTH 89 DEGREES 56 MINUTES 01 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 394.61 FEET TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

CHICAGO TITLE INSURANCE COMPANY  
OWNER'S POLICY (2006)  
SCHEDULE B

POLICY NUMBER: 1410-PR0000220-UL

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE, THE COMPANY WILL NOT PAY COSTS, ATTORNEY'S FEES OR EXPENSES THAT ARISE BY REASON OF:

GENERAL EXCEPTIONS:

- (1) RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.
- (2) ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
- (3) EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY PUBLIC RECORDS.
- (4) ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
- (5) TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.

BH 6. NOTE: THIS IS A PRO FORMA POLICY FURNISHED TO OR ON BEHALF OF THE PARTY TO BE INSURED. IT DOES NOT REPRESENT THE PRESENT STATE OF TITLE AND IS NOT A COMMITMENT TO INSURE THE ESTATE OR INTEREST AS SHOWN HEREIN, NOR DOES IT EVIDENCE THE WILLINGNESS OF THE COMPANY TO PROVIDE ANY AFFIRMATIVE COVERAGE SHOWN HEREIN. ANY SUCH COMMITMENT MUST BE AN EXPRESS WRITTEN UNDERTAKING ON APPROPRIATE FORMS OF THE COMPANY.

NOTE: THIS EXCEPTION WILL BE WAIVED ON THE FINAL POLICY.

AF 7. ~~SALE OF PERMANENT INDEX NUMBER 12-09-100-010 (PARCEL 1) FOR SECOND INSTALLMENT TAXES FOR THE YEAR 2007, ON NOVEMBER 7, 2008 TO ELM LIMITED LLC CERT NO. 07-05884 IN THE SALE AMOUNT OF \$320.98.~~

AG 8. TAXES FOR THE YEARS 2007, 2008 AND 2009.

TAXES FOR THE YEAR 2009 ARE NOT YET DUE OR PAYABLE.

PERMANENT INDEX NUMBER: 12-09-100-010, PARCEL 1.

~~NOTE: TAXES FOR THE YEAR 2008, AMOUNTING TO \$412.66 WERE SOLD.~~

AH 9. SALE OF PERMANENT INDEX NUMBER 12-09-400-005 (PARCEL 2) FOR SECOND INSTALLMENT TAXES FOR THE YEAR 2007, ON NOVEMBER 7, 2008 TO S.I. SECURITIES, LLC CERT NO. 07-05838 IN THE SALE AMOUNT OF \$117.49.

AI 10. TAXES FOR THE YEARS 2007, 2008 AND 2009.

TAXES FOR THE YEAR 2009 ARE NOT YET DUE OR PAYABLE.

PERMANENT INDEX NUMBER: 12-09-400-005, PARCEL 2.

NOTE: TAXES FOR THE YEAR 2008, AMOUNTING TO \$25.68 WERE SOLD.

CHICAGO TITLE INSURANCE COMPANY  
OWNER'S POLICY (2006)  
SCHEDULE B

POLICY NUMBER: 1410-PR000220-UL

EXCEPTIONS FROM COVERAGE (CONTINUED)

- AJ 11. SALE OF PERMANENT INDEX NUMBER 12-09-400-006 (PARCEL 2) FOR SECOND INSTALLMENT TAXES FOR THE YEAR 2007, ON NOVEMBER 7, 2008 TO KEITH WAASO CERT NO. 07-05839 IN THE SALE AMOUNT OF \$362.98.
- AK 12. TAXES FOR THE YEARS 2007, 2008 AND 2009.  
TAXES FOR THE YEAR 2009 ARE NOT YET DUE OR PAYABLE.  
PERMANENT INDEX NUMBER: 12-09-400-006, PARCEL 2.  
NOTE: TAXES FOR THE YEAR 2008, AMOUNTING TO \$492.38 WERE SOLD.
- AL 13. SALE OF PERMANENT INDEX NUMBER 12-09-300-002 (PARCEL 3) FOR SECOND INSTALLMENT TAXES FOR THE YEAR 2007, ON NOVEMBER 7, 2008 TO S.I. SECURITIES, LLC CERT NO. 07-05837 IN THE SALE AMOUNT OF \$313.76.
- AM 14. TAXES FOR THE YEARS 2007, 2008 AND 2009.  
TAXES FOR THE YEAR 2009 ARE NOT YET DUE OR PAYABLE.  
PERMANENT INDEX NUMBER: 12-09-300-002, PARCEL 3.  
NOTE: TAXES FOR THE YEAR 2008, AMOUNTING TO \$398.80 WERE SOLD.
- AN 15. SALE OF PERMANENT INDEX NUMBER 12-09-100-007 (PARCEL 4) FOR SECOND INSTALLMENT TAXES FOR THE YEAR 2007, ON NOVEMBER 7, 2008 TO S.I. SECURITIES, LLC CERT NO. 07-05833 IN THE SALE AMOUNT OF \$196.64.
- AO 16. TAXES FOR THE YEARS 2007, 2008 AND 2009.  
TAXES FOR THE YEAR 2009 ARE NOT YET DUE OR PAYABLE.  
PERMANENT INDEX NUMBER: 12-09-100-007, PARCEL 4.  
NOTE: TAXES FOR THE YEAR 2008, AMOUNTING TO \$176.08 WERE SOLD.
- AP 17. SALE OF PERMANENT INDEX NUMBER 12-09-100-011 (PARCEL 5) FOR SECOND INSTALLMENT TAXES FOR THE YEAR 2007, ON NOVEMBER 7, 2008 TO KEITH WAASO CERT NO. 07-05835 IN THE SALE AMOUNT OF \$125.75.
- AQ 18. TAXES FOR THE YEARS 2007, 2008 AND 2009.  
TAXES FOR THE YEAR 2009 ARE NOT YET DUE OR PAYABLE.  
PERMANENT INDEX NUMBER: 12-09-100-011, PARCEL 5.  
NOTE: TAXES FOR THE YEAR 2008, AMOUNTING TO \$41.30 WERE SOLD.
- AR 19. SALE OF PERMANENT INDEX NUMBER 12-09-100-012 (PARCEL 5) FOR SECOND INSTALLMENT TAXES FOR THE YEAR 2007, ON NOVEMBER 7, 2008 TO ELM LIMITED LLC CERT NO. 07-05836 IN THE SALE AMOUNT OF \$160.24.
- AS 20. TAXES FOR THE YEARS 2007, 2008 AND 2009.

CHICAGO TITLE INSURANCE COMPANY  
OWNER'S POLICY (2006)  
SCHEDULE B

POLICY NUMBER: 1410-PR000220-UL

EXCEPTIONS FROM COVERAGE (CONTINUED)

TAXES FOR THE YEAR 2009 ARE NOT YET DUE OR PAYABLE.

PERMANENT INDEX NUMBER: 12-09-100-012, PARCEL 5.

NOTE: TAXES FOR THE YEAR 2008, AMOUNTING TO \$106.98 WERE SOLD.

21. EXISTING UNRECORDED FARM LEASE WITH MIKE LAWSON.
22. EASEMENT IN FAVOR OF NORTHERN BORDER PIPELINE COMPANY, A GENERAL PARTNERSHIP, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED APRIL 28, 2000, AS DOCUMENT NO. R2000-043143, AFFECTING THE NORTHERN PORTION OF PARCEL 2 CAPTIONED HEREIN, AS MORE FULLY DESCRIBED THEREIN, SEE ORIGINAL RECORD.
23. RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS, LATERALS AND UNDERGROUND PIPES, IF ANY.
24. GRANT TO STANOLIND PIPE LINE COMPANY, A MAINE CORPORATION, DATED MAY 16, 1946 AND RECORDED JUNE 15, 1946, IN BOOK 1108, PAGE 457, AS DOCUMENT NO. 608577, OF THE RIGHT TO LAY, MAINTAIN, INSPECT, OPERATE, REPLACE, CHANGE OR REMOVE A PIPE LINE FOR THE TRANSPORTATION OF OIL, GAS, OR THE PRODUCTS THEREOF, ON, OVER AND THROUGH THE FOLLOWING DESCRIBED PROPERTY: EXTENDING FROM THE NORTH LINE TO THE SOUTH LINE OF SAID 1/4 SECTION, A DISTANCE ESTIMATED TO BE 160 RODS, IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO AND FROM SAID LAND FOR ANY AND ALL PURPOSES NECESSARY OR INCIDENT TO THE EXERCISE OF THE RIGHTS HEREBY GRANTED, TOGETHER WITH THE RIGHT TO LAY, MAINTAIN, ETC., ADDITIONAL PIPE LINE UPON PAYMENT OF THE SUMS THEREIN MENTIONED.

NOTE: BY INSTRUMENT DATED SEPTEMBER 23, 1954 AND RECORDED JANUARY 13, 1955 IN BOOK 1519, PAGE 539, AS DOCUMENT NO. 765565, SERVICE PIPE LINE COMPANY, A MAIN CORPORATION, ASSIGNED ALL ITS INTEREST IN THE ABOVE GRANT TO STANDARD OIL COMPANY, AN INDIANA CORPORATION.

NOTE: BY INSTRUMENT DATED DECEMBER 31, 1960 AND RECORDED MARCH 1, 1961 IN BOOK 1898, PAGE 111 AS DOCUMENT NO. 923667 STANDARD OIL COMPANY, A CORPORATION OF INDIANA, ASSIGNED ALL ITS INTEREST IN THE ABOVE GRANT TO THE AMERICAN OIL COMPANY, A MARYLAND CORPORATION, AND ALSO BY DOCUMENT NO. 923668 RECORDED MARCH 1, 1961.

(AFFECTS PARCEL 3 AND OTHER PROPERTY)

25. GRANT TO MICHIGAN-WISCONSIN PIPE LINE COMPANY, A DELAWARE CORPORATION, DATED AUGUST 8, 1949 AND RECORDED AUGUST 29, 1949, IN BOOK 1266, PAGE 23, AS DOCUMENT NO. 660633, OF THE RIGHT TO LAY, MAINTAIN, ALTER, REPAIR, OPERATE, COMPLETE AND REMOVE A PIPE LINE NOT TO EXCEED 24 INCHES IN DIAMETER, INSIDE DIMENSIONS, FOR THE TRANSPORTATION OF NATURAL GAS AND ALL THE APPURTENANCES NECESSARY FOR THE TRANSPORTATION OF NATURAL GAS IN SAID PIPE LINE AND FOR THE

CHICAGO TITLE INSURANCE COMPANY  
OWNER'S POLICY (2006)  
SCHEDULE B

POLICY NUMBER: 1410-PR000220-UL

EXCEPTIONS FROM COVERAGE (CONTINUED)

MAINTENANCE OF SAID LINE WITH THE RIGHT OF INGRESS AND EGRESS TO AND FROM THE SAME WITHIN THE BOUNDARIES OF SAID EASEMENT EXCEPT UPON SPECIFIC PERMISSION OF THE LAND OWNER, ON, OVER AND THROUGH A CERTAIN STRIP OF LAND 75 FEET IN WIDTH SITUATED IN THE SOUTH 1/2 OF SECTION 9, EXCEPT THE RIGHT OF WAY OF WABASH RAILROAD. SAID EASEMENT STRIP SHALL EXTEND IN A SOUTHEASTERLY DIRECTION ACROSS THE NORTH 1/2 OF THE ABOVE DESCRIBED PROPERTY.

(AFFECTS PARCEL 3)

- R 26. GRANT MADE BY FREDERIC R. SPELLICY AND ANNE E. SPELLICY TO MICHIGAN-WISCONSIN PIPE LINE COMPANY, A DELAWARE CORPORATION, DATED MAY 28, 1960 AND RECORDED JULY 12, 1960 AS DOCUMENT NO. 907706, OF THE RIGHT TO LAY, MAINTAIN, ALTER, OPERATE, COMPLETE AND REMOVE A PIPE LINE NOT TO EXCEED 30 INCHES IN DIAMETER, INSIDE DIMENSIONS, FOR THE TRANSPORTATION OF OIL, GAS, PETROLEUM OR ANY OF ITS PRODUCTS OR OTHER SUBSTANCES WHICH MAY BE TRANSPORTED THROUGH A PIPE LINE AND ALL OF THE APPURTENANCES NECESSARY FOR THE TRANSPORTATION OF OIL, GAS, PETROLEUM OR ANY OF ITS PRODUCTS OR OTHER SUBSTANCES IN SAID PIPE LINE AND FOR THE MAINTENANCE OF SAID LINE WITH THE RIGHT OF INGRESS AND EGRESS TO AND FROM THE SAME, ON, OVER, AND THROUGH THE FOLLOWING DESCRIBED REAL ESTATE IN WILL COUNTY, ILLINOIS, TO WIT: A STRIP OR PARCEL OF LAND 75 FEET IN WIDTH OUT OF, THE SOUTH 1/2 OF SAID SECTION 9, TOWNSHIP 34 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN. THE NORTHERLY BOUNDARY OF WHICH IS THE COMPANY'S PRESENTLY EXISTING PIPELINE, SUBJECT TO CONDITIONS CONTAINED THEREIN.

(AFFECTS PARCEL 3)

- S 27. RIGHT OF WAY GRANT RECORDED FEBRUARY 11, 1972 AS DOCUMENT NO. R72-3679, MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 53827, TO TRANS-OHIO PIPELINE COMPANY, AN OHIO CORPORATION, A RIGHT OF WAY AND EASEMENT TO CONSTRUCT, LAY, MAINTAIN, OPERATE, ALTER, REPAIR, REMOVE, CHANGE THE SIZE OF AND REPLACE A PIPE LINE AND APPURTENANCES THERETO, INCLUDING BUT NOT LIMITED TO FITTINGS, TIE-OVERS, VALVES, CORROSION CONTROL EQUIPMENT AND OTHER APPARATUS BELOW GROUND, FOR THE TRANSPORTATION OF OIL, GAS PETROLEUM PRODUCTS OR ANY OTHER LIQUIDS, GASES, OR SUBSTANCES WHICH CAN BE TRANSPORTED THROUGH PIPE LINES, THROUGH LANDS DESCRIBED AS FOLLOWS:: ALL OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MANHATTAN TOWNSHIP, WILL COUNTY, ILLINOIS, EXCEPTING THEREFROM THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION. SAID RIGHT OF WAY SHALL BE 50 FEET IN WIDTH, BEING 15 FEET ON THE NORTHERLY SIDE AND EAST 35 FEET ON THE SOUTHERLY SIDE, ADJACENT AND PARALLEL TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF THE MICHIGAN-WISCONSIN PIPELINE COMPANY. AFTER CONSTRUCTION OF THE PIPELINE SUCH RIGHT OF WAY SHALL REVERT TO 30 FEET IN WIDTH, BEING 15 FEET IN WIDTH ON EACH SIDE OF THE PIPELINE; PROVIDED FURTHER GRANTEE MAY USE DURING CONSTRUCTION SUCH ADDITIONAL WIDTHS AS MAY BE REASONABLY REQUIRED AT ANY POINT, INCLUDING BUT NOT LIMITED TO, WHERE THE PIPELINE CONSTRUCTED HEREUNDER CROSSES ANY RIVER, STREAM, DRAINAGE DITCH, CANAL OR OTHER WATERWAY, ROAD, RAILROAD, PIPELINE CROSSING OR OTHER LIKE OBSTRUCTION ENCOUNTERED ON OR ADJACENT TO THE ABOVE DESCRIBED LANDS. SUBJECT TO THE TERMS AND CONDITIONS THEREIN CONTAINED.

(AFFECTS PARCEL 3)

- T 28. AGREEMENT FOR RIGHT OF WAY RECORDED OCTOBER 14, 1975 AS DOCUMENT NO. R75-27776 MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT

CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (2006)

SCHEDULE B

POLICY NUMBER: 1410-PR000220-UL

EXCEPTIONS FROM COVERAGE (CONTINUED)

DATED JUNE 12, 1869, AND KNOWN AS TRUST NUMBER 53827 TO MICHIGAN WISCONSIN PIPE LINE COMPANY, A DELAWARE CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO SURVEY, CONSTRUCT, OPERATE, MAINTAIN, INSPECT, ALTER, REPLACE, MOVE, REMOVE AND CHANGE THE SIZE OF A PIPE LINE AND APURS FOR THE TRANSPORTATION OF GAS, OIL OR OTHER SUBSTANCES WHICH CAN BE TRANSPORTED THROUGH A PIPE LINE, OVER, THROUGH, UPON, UNDER AND ACROSS THE FOLLOWING REAL ESTATE IN WILL COUNTY, ILLINOIS, TOGETHER WITH THE RIGHT OF ENTRANCE AND EXIT AT CONVENIENT POINTS FOR SUCH PURPOSES, TO WIT: SECTION 9, TOWNSHIP 34 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCLUDING THE PROPERTY IT RIGHT OF WAY OF THE WABASH RAILROAD AND EXCLUDING THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION. THE RIGHT OF WAY SHALL BE SELECTED BY THE GRANTEE AND SHALL BE ASCERTAINED AS FOLLOWS: THAT PORTION OF SAID LAND BEING 70 FEET IN PERPENDICULAR WIDTH AND LYING PARALLEL AND TO THE SOUTH OF TRANS OHIO PIPE LINE CO'S 6 INCH PRESENTLY EXISTING PIPELINE. A PORTION OF THIS RIGHT OF WAY WILL OVERLAP 15 FEET OF TRANS OHIO PIPE LINE CO'S PRESENTLY EXISTING EASEMENT ACROSS SAID LANDS, 25 FEET OF WORKING SPACE IS GRANTED LYING SOUTH AND PARALLEL TO THE ABOVE RIGHT OF WAY TO BE USED FOR CONSTRUCTION ONLY. SUBJECT TO THE TERMS AND CONDITIONS THEREIN CONTAINED.

(AFFECTS PARCEL 3)

U 29. ~~ORDINANCE RECORDED AUGUST 29, 1997 AS DOCUMENT NO. R97-74600 ANNEXING THE LAND TO THE VILLAGE OF MANHATTAN, WILL COUNTY, ILLINOIS, AND WITH ANNEXATION AGREEMENT ATTACHED RELATING TO SEWER TAP ON/CONNECTION FEES; LETTER OF CREDIT; ROAD DEDICATION IMPROVEMENTS; MANHATTAN GRADE SCHOOL SITE AND CASH CONTRIBUTION; LINCOLNWAY HIGH SCHOOL CASH CONTRIBUTION; PARK DISTRICT SITE AND CASH CONTRIBUTION; GOLF COURSE, WELL AND WATER TOWER SITE; MUNICIPAL CAPITAL IMPROVEMENT FEE; FIRE PROTECTION DISTRICT SITE AND CAPITAL IMPROVEMENT FEE; LIBRARY CAPITAL IMPROVEMENT FEE; TRAIN STATION SITE; LIQUIDATED DAMAGES; WATER AND SEWER MAIN EXTENSION; CONDEMNATION; DEEP WELL/BELL HOUSE/PUMP/ELEVATED WATER SPHEROID; AND RECAPTURE AGREEMENTS AS TO ROADWAY IMPROVEMENT ON EASTERN AVENUE, SMITH ROAD AND BAKER ROAD; RECAPTURE AGREEMENTS AS TO WATER MAIN, SANITARY SEWER MAIN AND SANITARY SEWER LINE AND WATER MAIN EXTENSION.~~

V 30. RIGHT OF WAY AND EASEMENT GRANT TO VICTOR PIPELINE L.P., A DELAWARE CORPORATION, DATED MARCH 19, 1997 RECORDED JANUARY 30, 1998, AS DOCUMENT NO. R98-09730, OF THE RIGHT TO LAY, MAINTAIN, ALTER, REPAIR, OPERATE, COMPLETE AND REMOVE A PIPE LINE FOR THE TRANSPORTATION OF NATURAL GAS AND ASSOCIATED BY-PRODUCTS, CRUDE PETROLEUM, AND ANY PRODUCT, BY PRODUCT AND DERIVATIVES THEREOF, WHETHER LIQUID OR GASEOUS, OR ANY MATERIAL OR SUBSTANCE WHICH CAN BE CONVEYED THROUGH A PIPELINE AND FOR THE MAINTENANCE OF SAID LINE WITH THE RIGHT OF INGRESS AND EGRESS TO AND FROM THE SAME WITHIN THE BOUNDARIES OF SAID EASEMENT ON, OVER AND THROUGH A CERTAIN STRIP OF LAND, 50 FEET IN WIDTH SITUATED IN THE SOUTH 1/2 OF SAID SECTION 9, PARALLEL AND ADJACENT TO THE NORTH BOUNDARY LINE OF THE MOST NORTHERN MICHIGAN-WISCONSIN PIPELINE EASEMENT.

(AFFECTS PARCEL 3)

W 31. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES, TOGETHER WITH

CHICAGO TITLE INSURANCE COMPANY  
OWNER'S POLICY (2006)  
SCHEDULE B

POLICY NUMBER: 1410-FR000220-UL

EXCEPTIONS FROM COVERAGE (CONTINUED)

UTILITY RIGHTS THEREIN, INCLUDING THAT PART DEDICATED BY DOCUMENT NO.  
R97-74600

- X 32. GRANT OF RIGHT OF WAY RECORDED AS DOCUMENT 608578, IN FAVOR OF STANOLIND PIPE LINE COMPANY, TO LAY, MAINTAIN, INSPECT, OPERATE, REPLACE, CHANGE OR REMOVE A PIPE LINE FOR THE TRANSPORTATION OF OIL, GAS, GASOLINE OR OTHER PETROLEUM PRODUCTS ALONG A ROUTE TO BE SELECTED BY GRANTEE IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 9.

NOTE: ASSIGNMENT OF SAID RIGHT OF WAY RECORDED AS DOCUMENT 765565 IN FAVOR OF STANDARD OIL COMPANY.

NOTE: ASSIGNMENTS OF SAID RIGHT OF WAY <RADS 923667 AMENDMENT 923668 IN FAVOR OF THE AMERICAN OIL COMPANY.

(AFFECTS PARCELS 1, 4 AND OTHER PROPERTY)

- Y 33. GRANT OF RIGHT OF WAY AND EASEMENT RECORDED AS DOCUMENT R75-645 IN FAVOR OF TRANS-OHIO PIPELINE COMPANY TO CONSTRUCT, LAY, MAINTAIN, OPERATE, ALTER, REPAIR, REMOVE, CHANGE THE SIZE OF, AND REPLACE A PIPE LINE AND APPURTENANCES THERETO FOR THE TRANSPORTATION OF OIL, GAS, PETROLEUM PRODUCTS OR ANY OTHER LIQUIDS, GASES, OR SUBSTANCES WHICH CAN BE TRANSPORTED THROUGH PIPE LINES, UNDER, UPON, OVER AND THROUGH A 30 FOOT STRIP TO BE SELECTED BY GRANTEE IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 9.

(AFFECTS PARCELS T, 4 AND OTHER PROPERTY)

- Z 34. EASEMENT RECORDED AUGUST 19, 1976 AS DOCUMENT NO. R76-26585, MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 53827 TO THE ILLINOIS BELL TELEPHONE COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, TO CONSTRUCT, RECONSTRUCT, OPERATE AND MAINTAIN ITS COMMUNICATION SYSTEM, CONSISTING OF SUCH POLES, ANCHORS, GUYS, WIRES, CABLES, CONDUITS, MANHOLES AND OTHER FIXTURES AS THE GRANTEE MAY FROM TIME TO TIME REQUIRE FOR THE TRANSMISSION OF SOUNDS AND SIGNALS BY ELECTRICITY, WITH THE RIGHT TO PERMIT THE ATTACHMENT OF AND TO CARRY IN CONDUIT WIRES AND CABLES OF ANY OTHER COMPANIES AND TO CLEAR AND KEEP CLEARED SUCH TREES, ROOTS, BUSHES AND OTHER OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED UPON, ALONG AND UNDER THE PUBLIC ROADS, STREETS AND HIGHWAYS, ON OR ADJOINING THE FOLLOWING DESCRIBED LAND: ALL OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE AFORESAID SECTION. IT IS AGREED THAT SAID LINES WILL BE PLACED WITHIN THE CONFINES OF THE PUBLIC HIGHWAY.

(AFFECTS PARCEL 3 AND OTHER PROPERTY)

- AA 35. EASEMENT IN FAVOR OF NORTHERN BORDER PIPELINE COMPANY FOR THE PURPOSE OF COMMUNICATION SYSTEM RECORDED/FILED FEBRUARY 16, 2000 AS DOCUMENT NO. R2000-18172, AFFECTING A 50 FOOT STRIP AFFECTING PARCEL 3, AND THE TERMS AND PROVISIONS CONTAINED THEREIN.
- AB 36. EASEMENT IN FAVOR OF VECTOR PIPELINE, L.P. , AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT

CHICAGO TITLE INSURANCE COMPANY  
OWNER'S POLICY (2006)  
SCHEDULE B

POLICY NUMBER: 1410-PR000220-UL

EXCEPTIONS FROM COVERAGE (CONTINUED)

NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT FOR A NATURAL GAS PIPELINE, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE THE GRANT RECORDED/FILED AS DOCUMENT NO. R1999-152186, AND CORRECTED BY DOCUMENT NO. R2000-53103, AFFECTING PARCELS 3 & 5.

AC 37. EASEMENT IN FAVOR OF VILLAGE OF MANHATTAN TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. R2007-099124.

AD 38. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL, HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.

BC 39. ~~TERMS, PROVISIONS AND CONDITIONS CONTAINED IN RECAPTURE AGREEMENT REGARDING ROADWAY IMPROVEMENTS, RECORDED AUGUST 17, 2009 AS DOCUMENT R2009-099867, MADE BY VILLAGE OF MANHATTAN AND E. & S. DEVELOPMENT NORTH LLC AND EASTERN AND SOUTH MANHATTAN LLC.~~

BD 40. ~~TERMS, PROVISIONS AND CONDITIONS CONTAINED IN RECAPTURE AGREEMENT REGARDING ROADWAY IMPROVEMENTS, RECORDED AUGUST 17, 2009 AS DOCUMENT R2009-099869, MADE BY VILLAGE OF MANHATTAN AND FIRST MANHATTAN, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 12, 2007 AND KNOWN AS TRUST NUMBER 580 AND MANHATTAN TSB LLO.~~

~~BE 41. WE HAVE EXAMINED THE PROCEEDING IN CASE NUMBER 08CH5477 TO FORECLOSE THE LIEN RECORDED AS DOCUMENT R2005-157030 AND NOTE THE FOLLOWING:~~

(A) RIGHT OF ANY INTERESTED PARTY TO HAVE SET ASIDE, MODIFIED OR REVERSED THE JUDGMENTS OR ORDERS ENTERED IN SAID CASE;

(B) RIGHT, BY REASON OF MILITARY SERVICE, OF ANY PERSON INTERESTED IN THE SUBJECT MATTER OF THE CASE TO REDEEM WITHIN THE TIME PERMITTED BY THE SERVICE MEMBERS CIVIL RELIEF ACT;

(C) DEFECTS OR ADDITIONAL INFORMATION, IF ANY: NONE.

**CHICAGO TITLE INSURANCE COMPANY**

**POLICY SIGNATURE PAGE**

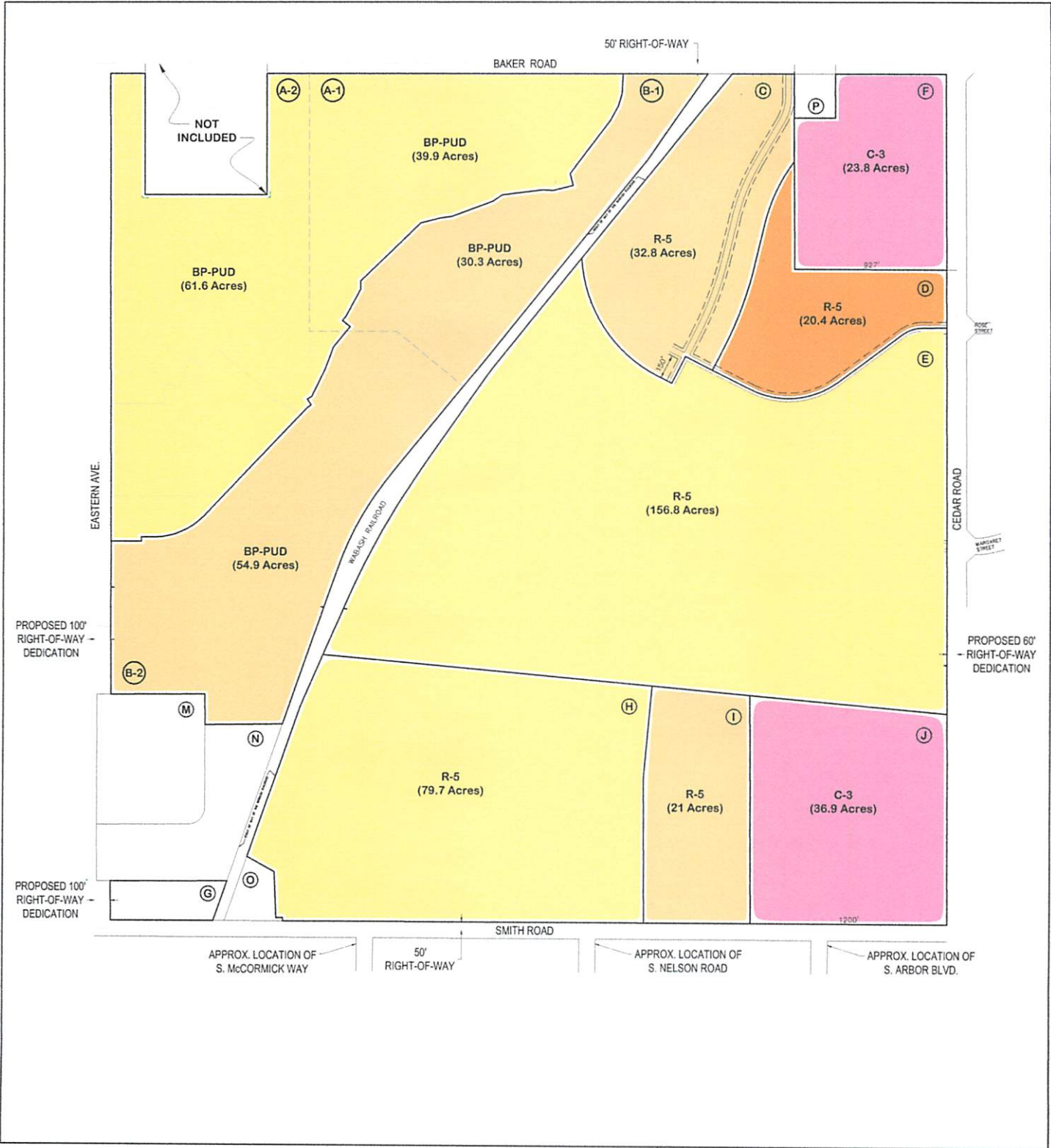
**POLICY NUMBER: 1410 - PR000220 - UL**

**THIS POLICY SHALL NOT BE VALID OR BINDING UNTIL SIGNED BY AN AUTHORIZED SIGNATORY.**

**CHICAGO TITLE INSURANCE COMPANY**

**BY \_\_\_\_\_  
AUTHORIZED SIGNATORY**

# EXHIBIT D



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**M. GINGERICH, GENERALIST & ASSOCIATES, BRADLEY**  
 ENGINEERING • PLANNING • SURVEYING  
 1000 N. WABASH ST. CHICAGO, IL 60642  
 TEL: 312.233.8800 FAX: 312.233.8801

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DESIGN: [ ]  
 CHECKED: [ ]  
 APPROVED: [ ]  
 PROFESSIONAL SEAL: [ ]

**CEDAR CROSSING**  
 MANHATTAN, ILLINOIS  
**OVERALL ZONING EXHIBIT**

SHEET NO.  
**1** OF **1**  
 JOB NO. 10-286

EXHIBIT E

**Cedar Crossing  
Land Use Table**

Parcel	Land Use	Area (acres)	Max.Units (dwellings)	Density (units/acre)	Lot Width (feet)	Side Yard (feet)	
A1+A2	BP-PUD	Flex: Industrial, Commercial, Single Family	101.5	280	2.8	70 to 80	7.5-10
B1+B2	BP-PUD	Flex: Industrial, Commercial, Duplex	85.2	200	2.3	100	10
C	R-5	Flex: Industrial, Commercial, Duplex	32.8	122	3.7	100	10
D	R-5	Flex: Industrial, Commercial, Townhouse	20.4	87	4.3	120	10
E	R-5	Flex: Industrial, Commercial, Single Family	156.8	337	2.1	70 to 80	7.5-10
F	C-3	Commercial	23.8				
H	R-5	Single Family	79.7	201	2.5	70 to 80	7.5-10
I	R-5	Duplex	21.0	92	4.4	80 to 100	10
J	C-3	Commercial	36.9				
G		Existing Commercial					
M		Existing School Dedication					
N		Existing Dedication to Village					
O		Existing Water Tower Site Dedication					
P		Existing Fire Station Site Dedication					

**Total Area: 558.1 Acres**

**Total Max. Units: 1319.0 Dwelling Units**

**Max. Average Density: 2.4 Units/ Acre**

**Total Flex Area: 396.7 Acres**

**EXHIBIT F**

**Flex Use Development Plat**



**M. CONRAD COMPANY**  
**PLANNING & ENGINEERING**  
 1001 S. WASHINGTON ST.  
 MANHATTAN, ILLINOIS 61850  
 PH: 217/241-1111  
 FAX: 217/241-1112

**CEDAR CROSSING**  
 MANHATTAN, ILLINOIS  
**OVERALL ZONING EXHIBIT**

**EXHIBIT G**

**Residential Design Guidelines**



# PLANNING AND ARCHITECTURAL DESIGN GUIDELINES

FOR ALL  
PLANNED UNIT DEVELOPMENTS  
AND PROPERTY ANNEXATIONS  
IN  
THE VILLAGE OF MANHATTAN, ILLINOIS

Prepared for



REVISED NOVEMBER 17, 2005  
DUANE LINDEN ©  
KON-FER INC.

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**DEFINITIONS:**



*Picture of existing conditions.*

**1. Pattern Book:** A book prepared by the developer/builders design consultants that illustrates the proposed architectural theme, land planning, landscape, and any other provisions of the proposed development. It shall include, but not be limited to, the following:

a. It explains how the development compliments the physical form of the site and the land plan.

b. It clearly shows all open spaces and their integrated use in the development, to enhance both the function and aesthetic beauty of the development.



*Front elevation example with brick.*



*Front elevation frame example.*

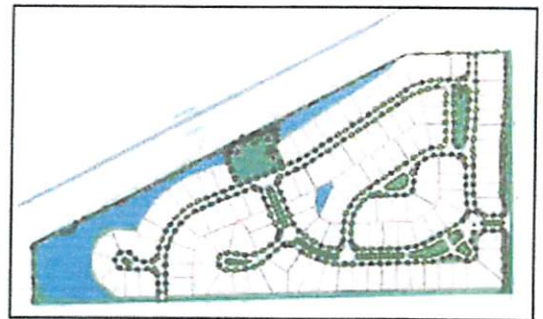


*Front elevation example with brick.*

c. It indicates how the architectural design is consistent with the Village's requirement for 360 degree architecture and clearly depict the architectural styles that will compliment the unique character and traditions of Manhattan.

d. Landscape plans that will be fully implemented as part of the development.

e. All submittals shall be graphically complete, and clear, in order to eliminate the need for any plan interpretation.

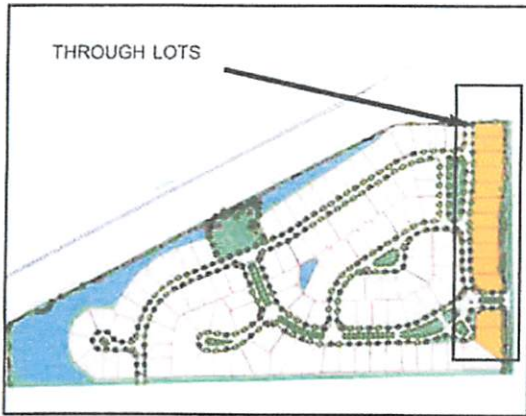


*Landscape plan example.*

f. It shall be an "instrument of service" that will be incorporated with the Annexation/Development Agreements, and shall be binding on all future land owners.

g. It shall establish the design standards for approval for all elements of the development.

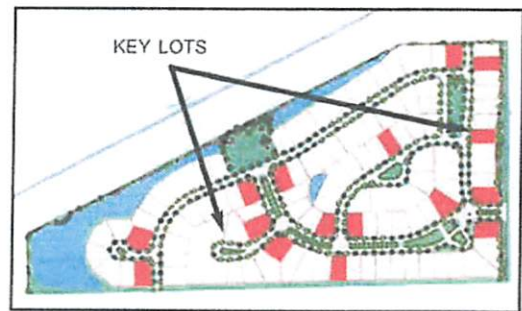
h. In the event any future developer/builder wishes to change the previously approved architectural or planning designs, they will be required to resubmit a new Pattern Book to the Village for consideration and acceptance. The developer/builder will be responsible for all new submission or required Village fees.



Through lot example.

2. **Through Lot:** A lot having frontage on a public or private right of way abutting both its front and rear yards. The design of the rear elevations shall include building articulation. They shall also include the use of one of the following design items, bay-windows, shutters, and rear porches . All through lots shall be graphically indicated on the site plan for Village review acceptance.

3. **Key Lot:** A lot designated on the site plan as occupying a significant location as determined by the Village, which will therefore be treated in an architecturally significant manner. 50% use of brick will be part of the architectural design. Examples of key lots are at the "T" intersections of streets, corner lots, or every 7th lot on long uninterrupted block. All key lots shall be indicated on the site plan for correlation purposes for the Village's acceptance.



Key lot example.

4. **Key -Through Lot:** A lot having frontage on a public or private right- of- way with the rear of the building facing a public, private right- of- way, or open area, viewable from an adjacent right of way. This lot shall be designed with the key, and thru lot standards.



Key - Through lot rear example.

5. **Density per acre:** Gross acreage of the site.
6. **Building surface area:** The total exterior wall surface exclusive of window and door areas.

7. **Historic residential design:** The Village of Manhattan has numerous buildings of historic heritage in its downtown district. The builder/ developer shall review these buildings to incorporate these ideas in his proposal, when preparing the pattern book .



*Historic lot examples.*

8. **Common area.** Common area shall include:
- a. Detention ponds, Private lakes.
  - b. Parkways, medians, Greens, Pocket parks, Landscape strips, and any open land not dedicated for specific public use.

9. **Brick Wainscot:** A constant horizontal brick line around the building, beginning at the first floor window sill, and continuing down to the foundation.



*Rear elevation with brick wainscots example.*

## **I. INTRODUCTION**

### **MANHATTAN LAND DESIGN PHILOSOPHY:**

It is the policy of the Village of Manhattan that single-family detached housing will remain the predominant residential land use within the Village. Therefore, it is the policy of the Village of Manhattan that all new developments reflect the highest quality of design, and promote a quality of life through: land planning, landscaping, and architectural design. The Village of Manhattan's vision is for all developments to create a sense of beauty. These developments shall have well designed streetscapes, green areas, parks, and schools, in order to enhance the development needs. The residences shall be dwellings of well designed proportions, windows placed properly, and building forms that incorporate good architectural design. The dwellings shall blend with their environment, landscaping, and be an integral part of the overall community.

### **RESIDENTIAL DEVELOPMENTS,**

The Village of Manhattan has become one of the fastest growing suburbs in the Chicago Metropolitan region. It is the policy of the Village to control this growth in a manner that insures that all new developments result in neighborhoods that reflect the highest quality planning design, whether residential housing, commercial, or places of employment for its citizens. The design guidelines set forth herein are intended to provide direction for all residential development, insuring they reflect the highest standards of planning and architectural design.

## II. IMPLEMENTATION DESIGN STANDARDS:

The following documents shall be required for all new developments to be annexed or planned in the Village of Manhattan:

### A. RESIDENTIAL DEVELOPMENTS:

All residential development land plans shall not exceed 2 dwelling units per acre, unless the Village, in its sole and absolute discretion, agrees to certain density bonuses for said development as set forth herein..

#### 1. Pattern Book Required:

All new developments seeking annexation into the Village of Manhattan, or any proposed planned unit development shall be required to prepare a Pattern Book to be submitted to the Village for approval.

#### 2. Density Threshold:

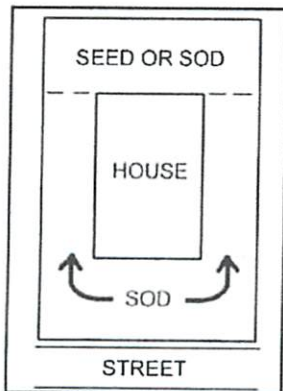
Increases in density above two (2) units per acre may be considered by the Village Board. All developments shall be designed to include all of the minimum planning design standards as set forth below. The maximum allowable density bonuses shall be 2.7 dwelling units per acre, at the sole and absolute discretion of the Village.

### B. MINIMUM PLANNING DESIGN STANDARDS FOR ALL NEW DEVELOPMENTS:

The following are the minimum planning design standards, which must be met prior to any request for additional bonus awards.

#### 1. Planning Residential Design Standards:

The developer/builder shall submit to the Village for approval a preliminary site landscape plan indicating all public and private streets, parks, open areas, and required landscaping, indicating all sizes and species.



*Sod and seed detail.*



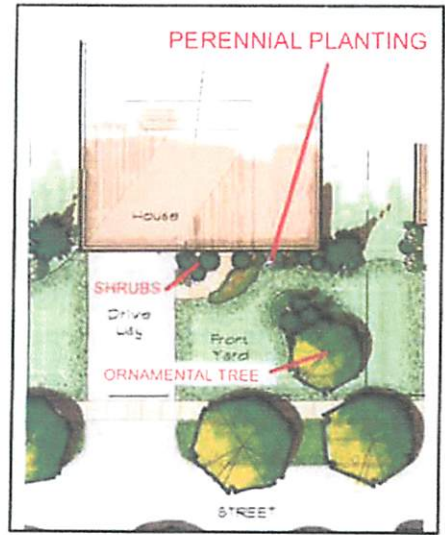
*Preliminary site plan example.*

- a. All residential lots shall have the front and sideyards sodded with grass to the rear of the residences. The rear yard shall be sodded or seeded.

b. The developer/builder shall prepare a series of foundation planting designs for each residence. This will be the starter palate of plants, and shall consist of, at minimum:

1. One (1) 2-1/2" ornamental tree per lot;
2. Eight (8) 24" shrubs per lot; and
3. Eight (8) 1 gallon perennial plants per lot.

Duplexes and Townhomes. The developer shall present a complete landscape plan to the village for approval, the basic single family landscape requirements shall be the minimum guidelines for each units except all yards shall be sodded.

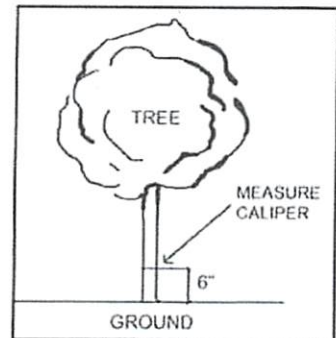


Lot planting detail.

These drawings plans shall be submitted as part of the Pattern Book.

c. Public Landscaping plans for the balance of the development will include the design of the parkways, boulevards and cul-de-sacs in the common areas. The base plan will require sodding and decorative flowers. Tree sizing shall be as follows:

1. 50% shall be sized at a 2 1/2" caliper; and.
2. 25% shall be sized at 3 1/2" caliper; and
3. 25% shall be sized at 5" caliper



Caliper measurement detail.

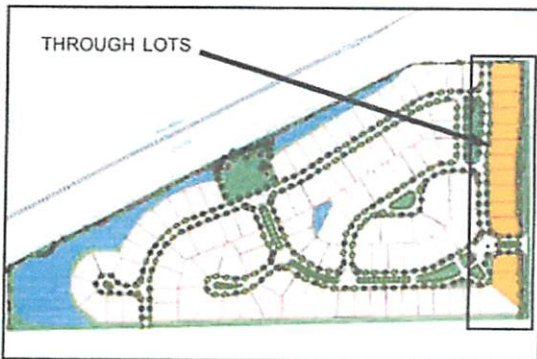
d. Number of required public trees:

1. Interior lots - (2) two
2. Corner lots - (4) four
3. Cul-de-sac lots - (1) one

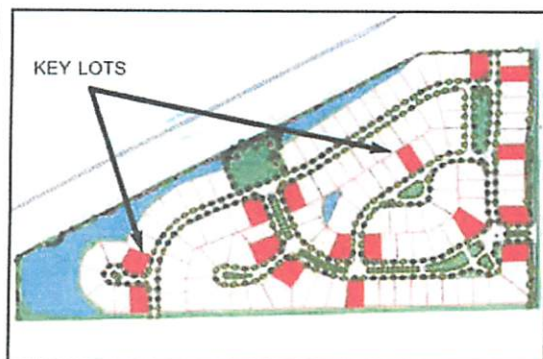


An example rear mounded landscape buffer

All tree caliper measurements shall be taken 6" above the ground, adjacent to the tree.



Through lot example.



Key lot example.

4. Boulevard Trees. Every 50' on center end shall include an evergreen tree to be set back from the curb line to prevent winter damage.
5. The twenty (20) foot landscape screen area shall have one (1) tree per forty (40) on center of which 30% shall be evergreens.
6. Cul-de-sacs. Three (3) trees of which 60% shall be evergreens



*An example of a landscaped cul-de-sac.*

- e. A site plan indicating the location of all through lots, key lot and key-through lots. The architectural designs for these residences shall also be submitted.



*Streetscape example.*

- f. All through lots that back up to collector streets shall provide for an out-lot parcel of land, not less than 20' in depth, continuous and adjacent to the rear lot line.

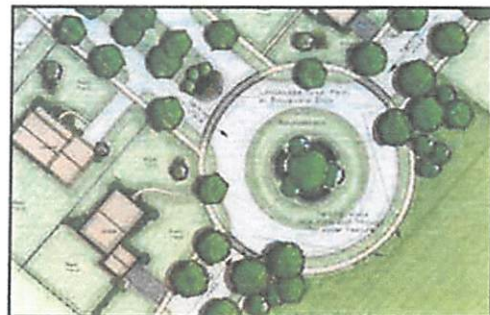
This area shall have landscaping and earth mounding, that shall be indicated on the landscape plan.



*Streetscape plan example*

- g. All site plans shall provide for street boulevards at entrances, and points of interest and shall be used to break up the monotony of long residential blocks. Boulevards shall accommodate, at minimum, 30' of green area between the paved areas. The site plan shall provide for, at minimum, 600' linear feet of boulevard for every planned 100 dwelling units. In larger developments, the Village may reduce this standard if the Village feels the land plan meets the intent of the guideline.

- h. There shall be a minimum of one (1) round-about for every one hundred (100) dwelling units. (Roundabouts shall have, at minimum a 70' radius.) In larger developments, the Village may reduce this standard if the Village feels the land plan meets the intent of the guideline.



*An example of roundabout plan.*

- i. No construction in wetlands or flood plains shall be permitted, unless approved by all regulating agencies and then approved by the Village. All school and park sites must be calculated without easements, wetlands, floodplains, pipelines and floodways. The site must be totally build-able.
- j. Distinctive entry treatments may be required at the principal entries into the development. If an entrance monument is provided, it shall indicate the name of the development and "The Village of Manhattan" as part of its logo.
- k. The developer/builders architect shall prepare architectural elevation designs for all of the proposed residential units. These designs shall be referred to as the developers 360 degree designs. They shall establish the standards of design for all builders, when preparing their architectural plans. These plans shall be submitted to the Architectural review committee (composed of two village representatives and one builder/developer member). Upon the committees acceptance of the plans, the developer/builder may then submit his final plans to the Village for building permit approval. If the architectural committee rejects these design(s) the developer/ builder will have the right to appeal to the Village Board. To override the architectural committee the Village Board must have a super majority vote.



*An example of 360 degree architectural plans. (Front, rear, side)*

- l. All developments shall make adequate provisions for useable open spaces. The developer shall be required to meet with the park district in order to determine the acceptance of the proposed open spaces. These open spaces, shall be designed in accordance with all Village ordinances, resolutions, codes, rules, regulations, guidelines and procedures.
- m. All developer/builders shall meet with the local school district(s) in order to determine whether a school site shall be required. If a site is required, it shall be designed in accordance with all Village ordinances, resolutions, codes, rules, regulations, guidelines and procedures.



n. All developments using these design guidelines may propose the use of town-homes or duplexes within their development. If town-homes are proposed for the development, the maximum density shall be fifteen (15) percent of the total number of units. If the developer agrees that fifty (50) percent of the allowed units will consist of two unit (duplex)

*Example of rear townhomes.*



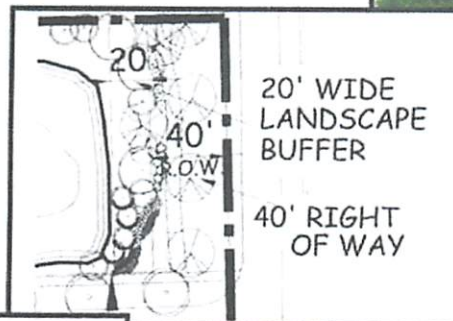
*Example of duplexes.*

units, the total percentage of combined town-homes and duplexes may be increased up to a maximum of twenty (20) percent of the total residential density. These proposed density increases are within the sole and absolute discretion of the Village.

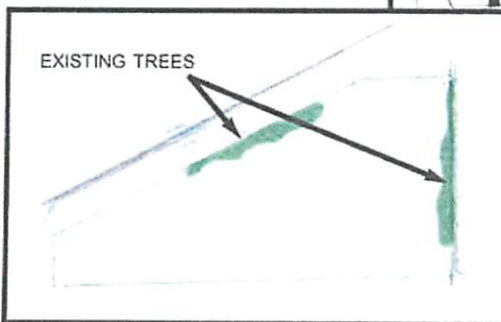
o. The developer/builder shall establish the landscape design criteria for all buffer yards, and submit plans for rear yard fencing and landscaping that occurs in or adjacent to the buffer yards .



*Example of rear yard buffer.*



*Example of buffer plan.*



*Example of existing trees on plan.*

p. The developer/builder shall have a landscape architect or arborist prepare an existing tree survey of recommended specie trees, for the Village to review prior to any tree removal. The survey shall indicate the caliper, and species of all trees that are 4" or larger.

q. For town-homes and duplex units, the developer/builder shall establish the design and color finishes of all balconies and decking. The developer shall submit these designs and plans to the architectural design committee for approval. The developer/builder will then incorporate these plans in as part of the protective covenants.

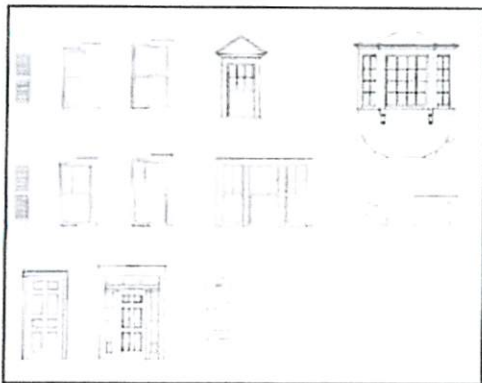
r. Face brick, stone or cut stone shall be placed on all four sides of all residences. The amount of required masonry shall be, at minimum, 50% of the building's exterior surface area. The Village prefers a more varied elevation design, rather than a horizontal brick line at the top of the first floor. If the brick line is varied including some two story brick portions, the balance of the building shall \*have a minimum of a 3' brick wainscot. Ranch homes shall be full masonry.



*Example of rear single family with use of brick.*

s. If the developer wishes to design a more historical residences such as a Queen Anne or Victorian etc. he may submit in the Pattern Book pictorially graphic architectural designs, depicting the exterior elevations. The approval of these designs shall be based on the following:

1. That the traditional architectural design is in keeping with the historical character of Manhattan.



*Example details from a pattern book.*

2. The home shall have a usable front porch or corner front porch (a minimum 6'-8'-deep).
3. All windows, and doors shall include the proper representative wood trim.
4. Doors and windows shall be representative of the historic design.
5. The house design shall be unique however, not necessarily more expensive.

Note: Provision "s." does not pertain to townhomes or duplexes.

- t. Roof pitches shall be a minimum of 8/12 and front gables or hips shall range from 10/12 to 12/12.
- u. All roof shingles shall have a minimum 25 year warranty and be shadow line granular design or equal. Cedar roof shingles, and roof tiles are allowed.
- v. The minimum sizes for garages shall be:
  - Single family - 22'x22'
  - Town homes or duplexes - 20'x24'
- w. The minimum residential building square footages shall be:
  1. Ranch homes - 1,500 sf
  2. Split levels - 1,800 sf (finished lower level not more than 2 1/2' below grade)
  3. Two story home - 1,800 sf
  4. Townhomes and duplexes - 1,250 sf



Examples of different types of front porches.

All two (2) story and ranch single family residential units shall have a basement sized to, at minimum, 50% of the first floor square footage area.



- x. All wet bottom detention ponds shall be designed as a natural ponds or lakes, and shall be landscaped in compliance with all applicable Villages ordinances, resolutions, codes, rules, regulations, guidelines and procedures.

Example of detention pond.

- y. All new residential buildings shall be exterior faced with brick, stone, cut stone, cedar siding, clapboard, Hardee Board, or with vinyl siding . All vinyl siding shall be foam backed or an architectural style. The manufacturer shall be "Structural Line" by Alco TM or equal or "Cedar Impressions" by Certain-Teed TM or equal.
- z. Single family, Townhomes or Duplexes units shall have eaves and overhangs of at least 12" in depth.

2. Residential Table of Lot Density, Lot Frontage and Minimum Square Footage:

Planning Standards, Without Design Criteria Bonuses

- 2.0 Units Per Acre (maximum)
- 75 foot lot width (minimum)
- 10,000 square foot lot (minimum)

Planning Maximum (Minimum) Design Standards with Achievable Bonuses

- 2.7 dwelling units per acre (maximum)
- 70 foot minimum lot width (minimum)
- 8,750 square foot lot (minimum)

In the event the Builder/Developer wishes to achieve the maximum/minimum design standards without the achievable bonuses but limited to a maximum 2 units per acre the builder/developer will be required to submit a pattern book with all of the development's design criteria.



*Example of architectural front elevations*

**C. PROTECTIVE RESTRICTIVE COVENANTS:**

All developers/builder shall provide to the Village for review protective covenants to be prepared and recorded after Village approval. Said covenants shall provide for the following minimum controls and shall be in accordance with all Federal, State and Local Laws.

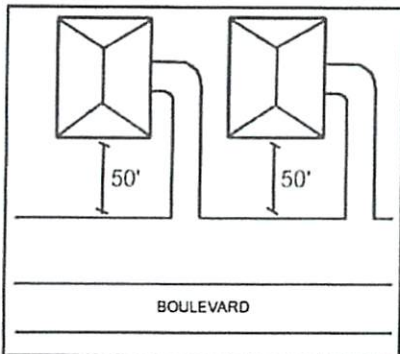
1. A homeowner's association shall be established for each proposed land use within the development. If the development has multiple land uses, a master association must also be created.
2. The association shall make provisions to establish an architectural review committee. Its purpose is to review and approve all requested modifications, of planting, streetscaping, and architectural designs, and insure that they will be in full conformance with any previously approved Pattern Book. Nothing contained herein shall be construed to supersede the Village's authority of reviewing and approving the requested modifications.
3. The covenants shall make adequate provision for the continual maintenance and repair of all common areas. These covenants shall include provisions that if the Village of Manhattan determines, in its sole and absolute discretion that the common areas are not being properly maintained, it may take steps to insure for the continued maintenance and repair of said common areas, including, but not limited to the establishment of a special service area taxing district, to provide the funds for this maintenance and repair to be done.
4. The covenants shall make adequate provision for the design and maintenance standards for all exterior parking.
5. The covenants shall make adequate provisions pertaining to the design of decks and patios for all residential units.
6. Town-home and duplex units shall include standards for exterior maintenance and repair of balconies, fencing, roofing, siding, and decks, and patios.

#### **D. BUILDING NEIGHBORHOODS:**

1. Manhattan has evolved into an extensive collection of diverse developments. Housing densities within the Village's planning jurisdiction range from over one acre single family lots to moderate density townhomes. The scale and diversity of the older neighborhoods in Manhattan exhibit many desirable features. The following neighborhood design guidelines shall be incorporated into all new developments:

- a. Each residential neighborhood shall consist of a local street system; and shall provide for the connection(s) to adjoining neighborhoods through pedestrian and vehicular road systems.
- b. Intimate neighborhoods are desirable and should be between 40-60 lots
- c. Multiple street entrances in and out of each neighborhood are required. Where site conditions, such as flood plain or wetlands make such additional connections infeasible, pedestrian connections shall be required.
- d. Each neighborhood will incorporate neighborhood scale open space, preferably at its center. Open space shall also serve as a transition to the adjoining neighborhood (s).
- e. As site and engineering ordinances permit, wet bottom detention areas shall be located adjacent to roadways or open areas to further enhance the visual aspects of the development (the Village prefers wet bottom detention basins when practical).

2. To further enhance the neighborhoods the developer/builder shall consider the inclusion the following elements:



\*a. Intermixing the varied dimensions of lot frontages, and building designs to create variety and substance within the development. The developer/builder shall also comply with the Village's anti-monotony standards. Special emphasis shall be placed on unique residential sites. In addition these lots shall incorporate more unique landscape designs. Curving of private driveways is encouraged.

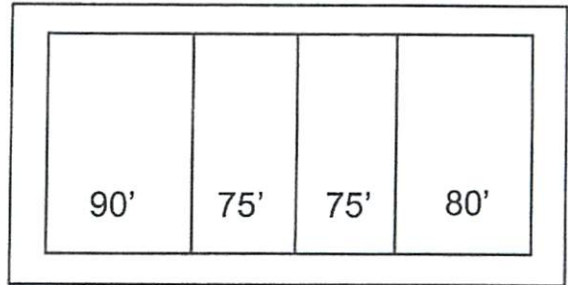
*Example of deep setback detail.*

b. Varying setbacks to create a sense of movement along straight streets.



*Example of varying setback detail.*

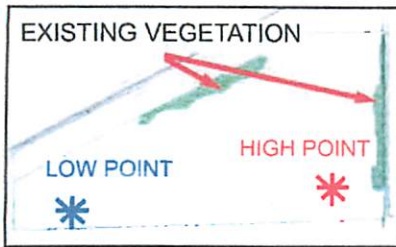
- c. The use of larger front yard building setbacks along the boulevard streets should be considered (50-60').
- d. The developer shall consider minimizing the impact of garage doors on the streetscape.



Example of varying lot sizes.

**E. REQUIRED PLANNING AND ARCHITECTURAL SUBMISSIONS**

The following documents shall be submitted to the Village for review and approval including but not limited to:



Example of existing conditions on plan.

1. All applicable zoning, special use, annexation and any other development related documents.
2. Environmental conditions survey (Existing condition plan) shall show all unusual conditions that occur in the proposed development. Topographic lines shall be indicated at not less than two (2) foot intervals. Existing specie trees 4" or greater in caliper, wetlands, easements, pipelines, field tile survey, flood plains, and flood ways shall be depicted on this plan.
3. Concept plan or preliminary site plan shall indicate all proposed land uses, lot sizes, lot areas, setbacks, and proposed right-of-way widths. Sufficient site data shall be included to permit a full review of the proposed land plan.



Streetscape example.



Streetscape plan example

4. A streetscape, and landscape plan that generally indicates both proposed plant materials and hard-scape materials such as street lighting, benches, and entry design and materials.

5. Storm water provisions shall include the design of sediment treatments for all ponds and lakes and shall be in conformance with all subdivision and other development controls.



*Detention pond with aerator.*



6. Location of all public and private parks and other open areas.

*Park location in plan example*

7. Location of existing and proposed school sites within one mile of the Subject Property and the proposed location of any school site proposed or required within the Subject Property.

8. A green belt plan, depicting bicycle and pedestrian paths including connections to adjoining neighborhoods. (See Subdivision Ordinance for details)

9. An architectural Pattern Book.



*View of bike and walking path.*

## **F. ARCHITECTURAL GOALS**

1. Goal: Create new neighborhoods that are devoid of monotonous architectural designs and include innovative streetscape planning .
  - a. Objective: New residential developments in the Village of Manhattan shall emphasize a variety of building materials and architectural designs. All of the elevations of residential construction shall incorporate these guidelines.
  - b. Objective: The Pattern Book shall incorporate this emphasis on variety of materials and exterior architectural elevations.
2. Technical Requirements The following technical recommendations shall be incorporated into the residential design standards, for both single family homes as well as all attached dwelling units.

- a. As noted throughout this section the Village will judge the merits of all architectural design proposals (i.e. 360 degree architecture). Therefore, all of its exterior building elevations shall incorporate the use of the same materials that are used on the front elevations, the form, massing and building design shall be continuous around the structure. Additional architectural interest can be added to these elevations by using the following techniques, such as:

1. If brick or stone is used on the front elevation, use brick or stone on any chimney that may be located on the side or rear elevation.



*Brick front elevation*



*Usable front porch*



*Victorian style frame elevation.*



*Brick wainscot on side elevation.*

2. If brick or stone is used on the front elevation, incorporate a three foot (3') foot wainscot of brick or stone around the sides and rear elevation or to average window sill height.

3. Any brick or stone that is used on a front elevation shall minimally incorporate a return around the corners of any homes. This will avoid the impression of having merely a veneer of brick or stone on the front elevations.
4. Use brick or stone on all four elevations of the first floor of all homes or use historical design criteria.
- \*5. If a frame residence is to be constructed in the Village of Manhattan, its design shall be consistent with the general historic character of the Village of Manhattan.
- \*6. All frame sided buildings shall include a usable front porch and necessary window and door trim, that is consistent with the architectural vernacular required of the historic design.



*An all brick front elevation.*

The use of elevated front porches shall be considered.

- \*7. Single family and attached homes should incorporate brick or stone when it is consistent with the vernacular of the architecture.
- \*8. All new residential buildings shall be faced with brick, stone, cut stone, cedar siding, clapboard, Hardee Board, or with vinyl siding by "Structural Line, (Alco TM), "Cedar Impressions" by Certain-Teed (TM) or equal.

### G. NOTES ON SPECIAL ARCHITECTURAL FEATURES:



*Elevation with shutters.*

- \*a. Shutters. Where appropriate, shutters shall be used. They shall be sized, and properly mounted. Shutters should be avoided on double or triple windows. If shutters are used on the front elevation, they should be carried over to the side and rear elevations, where appropriate, (Especially on key and through lots)

- \*b. Eaves. Eave details may vary with the particular architectural design. However, the eaves and soffits should be incorporated and placed on all four elevations. Roof overhangs may vary; the minimum roof eave and overhang shall be 12".

\* One of the benefits of the incorporation of prominent eaves is that it generates a shadow line around the top of the house, and creates articulation to the roofline.

### 3. Building Massing

New residential developments in the Village should take great care in architectural design as it relates to its massing and composition. Residential developments should make extensive efforts to ensure there is a relationship between the composition and the massing of the residence, especially with the placement of windows.



*Windows and shutters on historic home .*

#### 4. Windows

The placement of windows should not only be consistent with the vernacular of the Architecture of the residence, but whenever possible, the trim treatments of traditional of windows should be used.

#### 5. Roofs

Some architectural elements that influence the design and overall appearance of a single-family home are the selection of roofing and roof styles. Any roof pitch that fronts a street or is on a key or through lot shall have a minimum roof pitch of 10/12, 12/12. All roof vents shall have an external finish that is color keyed with the shingles. All roofing shall be "architectural grade", with at least a 25 year warrantee, and its design shall be "Shadow line" granular or equal Cedar shakes and architectural roof tiles are also acceptable.



*Example of roof pitch of local home .*

#### 6. Porches

The use of porches on front elevations is required when designing exterior frame sided residences. Porches should have a minimum depth of 6' to 8' feet, and must be constructed to be fully useable. The construction of porches, should be architecturally consistent with the vernacular of the architectural design of the residence.. Each porch element should be clearly expressed, including the deck platform, railings, columns, headers, porch ceiling, soffits, fascia, gutter and roof. On corner lots, wrap-around porches are required where architecturally appropriate.



*Example of corner porch with columns .*

#### 7. Dormers

Dormers along the front elevations are to provide additional interest to rooflines where architecturally appropriate. Dormers should be usable, where possible, and have symmetrical gable, hip, shed or curved roof forms. Dormers that have no functionality and are only used for cosmetic purposes are not allowed.

## 8. Lighting and Address Identification

- a. The creative use of exterior lighting and address marker placements is required. Light fixtures should be consistent with the architectural style of the neighborhood, and the house. All exterior lighting should be "down" or "area" lighting. All light sources must be white (no color lighting) and no overspill should occur on any abutting property. All exterior lighting should be shielded to conceal any glare. Tree-up lighting must be concealed in shrubs.
- b. In addition to exterior lighting each individual home should incorporate an address identification that is constructed out of quality materials (stone or fiberglass). If brick is used on the front elevation, a stone address identification marker shall be located adjacent to the front entrance or over the garage door.



*Example dormer on local home elevation .*

## H. INTEGRITY OF MATERIALS

The usage of exterior materials (siding, roof designs, window, and door trim) on single family homes shall be consistent with the vernacular of the architectural design that is chosen by the developer/builder. It is the adopted policy of the Village to promote the reintroduction of original materials and designs, as they were historically used in the residential construction of downtown Manhattan..

## I. BONUS CREDIT SYSTEM

As indicated earlier, the developer/builder may be allowed to add bonus credits of residential density of two units per acre. These credits are subject to submitting the Pattern book to the Plan commission and the Village Board for review. Any proposed density bonuses are within the sole and absolute discretion of the Village Board.



*Aerial example of coving .*

\*DENSITY BONUS TABLE

<b>Bonus amount as an increase in density</b> Max allowed density increase per acre .7 dwelling units	Additional Features	
8%	1.	Include lot coving as part of the land planning .
10%	2.	Upgrade landscaping designs (tree size) to a minimum of 5" caliper and add 25% more common area plantings .
3%	3.	Increase the residential building foundation landscaping by 25% in size and 25% in quantity.
4%	4.	Irrigate (sprinkler) public or private homeowner open areas, medians, pocket parks, and buffer areas. This can be connected to the detention ponds for watering of common areas only.
	5.	Garage location:
*20%		a. If the developers/builders Architect designs the attached garages to be in a location that provides for side or rear loaded garages. Note: Corner lots will not be credited this bonus unless the garage is concealed from street) (Note 2)
*5%		b. If the developer/builders Architect designs front loaded garages a minimum of 10' behind the front face of the building. (Note 2)
*2%		c. If the developer/builders Architect provides for an upgraded garage door, with glass panes. (Note 2)
*4%	6.	Front porches: a. If the developers/builders Architect designs full and usable front porches. (Note 2).
*6%	7.	Corner porches: If the developer/builders Architect design full and usable corner porches (Note 2)




Home with rear loaded garage



Garage 10' behind front home face.



Corner porch detail.

	8.	If the developer/builder agrees to provide for:
*10%		a. Full masonry elevation designs. (Note 2)
		<i>Full brick elevation .</i> 
*7%		b. If the developer/builder chooses the historical design submission, and then incorporates at least 50% brick on at least 50% of the single family residences. (Note 2)
	9.	Landscape design:
*5%		a. If the developer/builder incorporates existing tree preservation as part of his overall land plan. Specie trees only.

**\*Note 1:**

In the event the developer/builder does not upgrade all of the residential lots on the site plan, they may be granted a partial percentage increase in density .

**Example:**

Development size - 200 residential units

Side-load garages proposed for 100 of the units

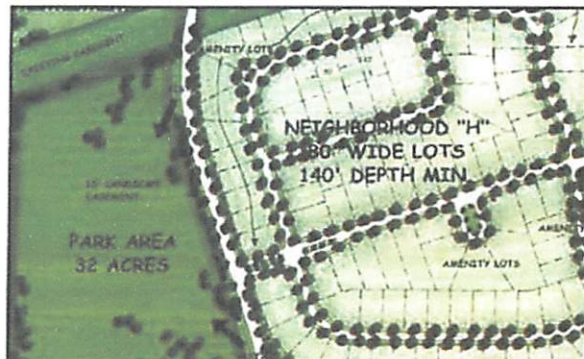
$$\frac{100 \text{ side-load garage}}{200 \text{ total number of units}} = 50\%$$

The density increase for side-load garages is 20%, therefore this development may be granted a 10% increase of density as a bonus.

**\*Note 2:**

Any proposed bonus will be only awarded after the developer/builder has shown that they have met all of the basic requirements to the satisfaction to the Village.

The maximum allowable bonus increases attributable for any development shall be 35% subject to Village Board approval and acceptance that is within the sole and absolute discretion of the Village.

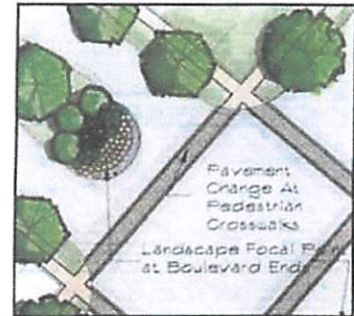


*Detail of development plan with park area.*

## J. LANDSCAPE, STREETScape, and RESIDENTIAL BUILDING PLACEMENT

All new developments must place important emphasis on:

- a. Streetscape design incorporating the use of boulevards, turn-about, interesting land planning techniques. All plan designs must be approved by the Village.
- b. Landscape Architecture .The village requires upgraded landscaping in all public areas. The minimum standards for all developments have been increased. Additional landscaping shall be required in all planned unit developments. These guidelines are as follows.
  1. All areas that adjoin public, arterial or collector streets shall provide for a minimum of 20' continuous land area separate from the lots and abutting the rear lot line. This area shall be mounded and landscaped, in an acceptable plan. Tree spacing min 40'-0" on center. Thirty (30) percent of all trees shall be evergreens and clustered.



*Detail of public area landscaping.*

2. The creation of detention ponds and lakes shall be designed, and landscaped to conform to the Village's subdivision standards. They shall reflect the following additional design standards.

- a. Detention ponds and lakes shall be designed to provide a natural shoreline, with adequate erosion control (mixture of wetland plants and viewing areas).

*An example of a pond with naturalistic shoreline.*



- b. Ponds and lakes shall be designed with at minimum 60% wetland plants, and grass sodded viewing areas.

*An example of a pond with sodded viewing area.*





*Pond with shrub clusters and street access.*

- c. All ponds and lakes shall have access to adjacent streets, and provide space for the movement of maintenance equipment.
- d. Ponds and lakes shall provide for clear access around the pond sufficient to allow access for maintenance equipment. This area shall be in addition to any required rear yards.

- e. Clustered trees, and or shrubs shall be placed around the pond or lake shoreline for soil stabilization, and beautification.



*Pond with tree clusters.*

- f. All cul-de-sacs shall provide for landscaped areas in the center of the cul-de-sac. It will be no smaller than 28' in diameter.



*An example of a landscaped cul-de-sac.*

**EXHIBIT H**

**Anti-Monotony Standards**

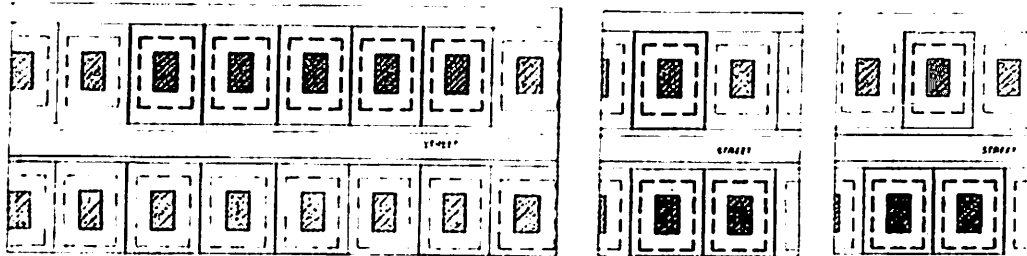
## VILLAGE OF MANHATTAN ANTI-MONOTONY STANDARDS

These standards are set forth to encourage visual interest in new residential subdivisions through variation in building detail, form, and siding. As determined by the Village of Manhattan Building Department, the following criteria shall apply to new residential structures.

### A. Definitions

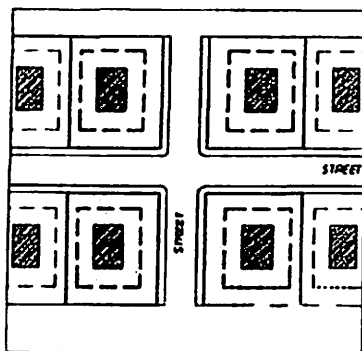
**ADJACENT LOT:** any lot that is within two lots on the same side of the street (Figure 1) or directly across the street (Figures 2 and 3). All corner lots at the intersection of two or more ROWs shall be considered adjacent (Figure 4). For cul-de-sacs, any lot that is within three lots on the same side of the cul-de-sac shall be considered adjacent (Figure 5). The Building Department will make the final decision in what constitutes an adjacent lot.

**HEIGHT OF BUILDING:** the vertical distance from the average contact ground level at the front wall of the building to the highest point of the coping of a flat roof or to the deck line of a mansard roof, or to the mean height level between eaves and ridge for gable, hip or gambrel roofs.

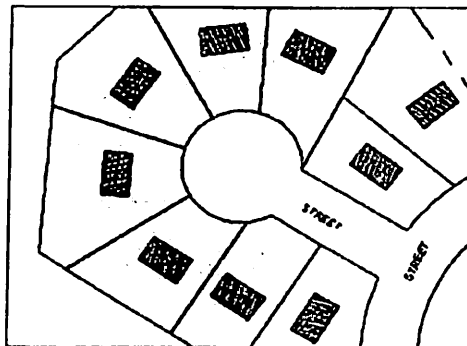


*Figure 1: Adjacent lots that are within two lots on the same side of the street.*

*Figures 2 and 3: Adjacent lots that are across the street.*



*Figure 3: Adjacent lots that are across the street.*



*Figure 5: Adjacent lots that are within 3 lots on the same side of the cul-de-sac.*

**BLOCK:** that property abutting on one side of a street between two (2) nearest intersecting streets, railroad rights of way, or natural barriers; provided, however, that where a street curves so that any (2) chords thereof form an angle of one hundred twenty degrees (120°) or less, measured on the lot side, such curve shall be constructed as an intersecting street.

**COLOR:** colors are to be found in all building materials, either naturally occurring or artificially added by means of but not limited to, colorants, dyes, gloss, paints, stains, veneers, and varnishes.

**MODEL HOME:** a landscaped, decorated, and furnished house in a housing development that is maintained and operated by the developer but not occupied for the purpose of showing to prospective home buyers.

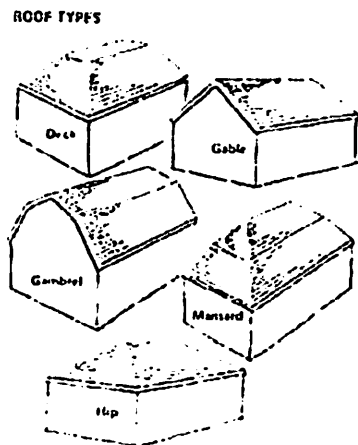
**PORTICO:** a roofed space, open or partly enclosed forming the entrance and centre-piece of the façade of a structure, often with detached or attached columns and a pediment.

**B. Criteria**

1. No more than twenty five percent (25) of the surface area on one half of a house or no more than fifty percent (50) of the total surface area of a house, measured from the proposed/existing elevation to the height of the building, may have the same exterior building material and/or color as the house on either side of the subject home.
2. The same model may not be built on an adjacent lots unless
  - a. fewer than 25% of the homes on the block (both sides of the street) are said model type AND
  - b. at least two major variations or four minor variations apply to homes on adjacent lots.

**Major Variations:**

(A) Roof treatment: “hip”, “gable”, etc.”



(B) Location of garage: side, front



*Side loaded garage*



*Front loaded garage*

(C) Material treatment: full brick vs. half & half (half brick and half frame) vs. clapboard-siding



*Full brick siding*



*Half & half siding*



*Clapboard siding*

(D) Overall architectural style: Mediterranean, Colonial, or Queen Anne, for example.



*Mediterranean Style*



*Colonial Style*



*Queen Anne Style*

(E) Porches



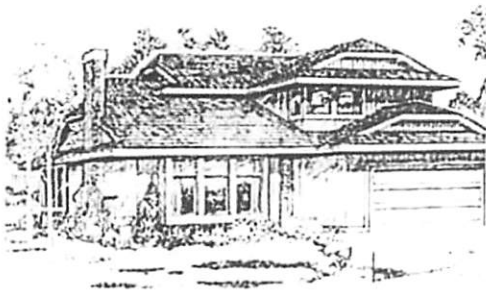
*House on left without porch. House on right with porch.*

(F) Balconies



Minor Variations:

(A) Vertical or horizontal siding



*House with vertical siding*



*Same house with horizontal siding*

(B) Brick arches, bay projections or porticos

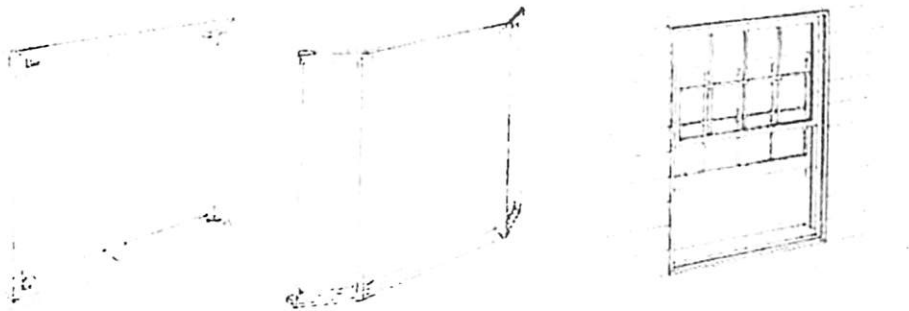


(C) Door treatment or design: garage and entry



*Similar houses with different door treatments and garage design.*

(D) Window styles: casements, bows, and double hung.



*Casement Window*

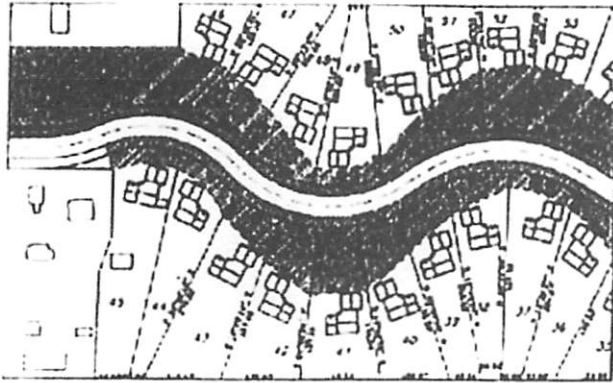
*Bow Window*

*Double Hung Window*

(E) Ornamental treatment: lighting fixture location, or posts and fascia.



(F) Variety in front setbacks



(G) Brick wing arms or arches

(H) Dwelling height difference of ten feet or more.

**C. Process**

The building permit applicant shall submit evidence to the Building Department of existing or planned homes, as needed, to show differentiation between the subject property and nearby homes. Evidence may include, but not be limited to, the following:

- photographs of existing structures
- elevation drawings of planned structures
- model type/floor plan documentation for existing and planned homes.

The Building Department may require the building permit applicant to submit additional evidence to show differentiation between the subject property and nearby homes.

**References:**

Creative Homeowner. *508 One-Story Home Plans*. New Jersey: Creative Homeowner, 2000.

Home Planners, LLC. *Two Story Homes. 443 Designs for 1/2 and 2 Stories 1,400 to 6,000 square feet*. Arizona: Home Planners LLC, 1999.

Horsley, F. William. *Means Graphic Construction Standards*. Massachusetts: R.S. Means Company, Inc., 1986.

Katz, Peter. *The New Urbanism: Toward an Architecture of Community*. New York: McGraw-Hill, 1994.

Stith, D.J., et al. *Design in Wisconsin Housing: A Guide To Styles*. The State Historical Society of Wisconsin. Not dated.

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**EXHIBIT I**

**Commercial Design Guidelines**

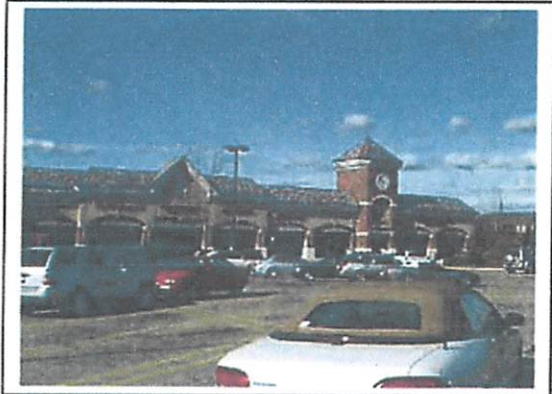
**Manhattan Commercial Design Guidelines**

- (A) Commercial Design Guidelines: The following building design guidelines shall apply to all structures in the C-1, C-2, C-3 and CBD Zoning Districts.
  - (1) The facades of commercial establishments shall be architecturally detailed.
  - (2) Commercial structures will reflect an architecturally pleasing design,
    - (a) Examples of Desired Architecture

(i)



(ii)

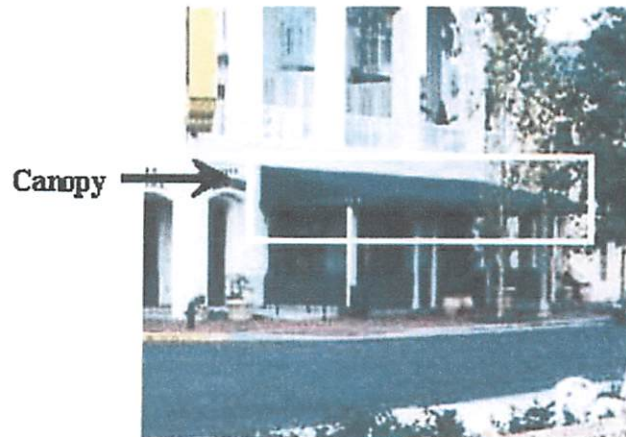


(iii)



- (3) Features incorporated into the building design will be considered as individual elements.
- (a) Each structure must meet the minimum requirements for all Building Sections One through Five.
  - (b) Should a large user share a common wall with other structures, then that user will be subject to Section (A) (6) and not (A) (7). Large users shall be defined as; a single occupant comprised of 8,000 S.F or more building space and possessing only two or less customer entrances. This space must be built for a specifically single occupant user, and have no intention of being divided into smaller tenant spaces at the time of construction. (Example; a 40,000 S.F electronics store is constructed in line with a multiple tenant structure).
  - (c) Should a facade be entirely blocked from public view by other structures or shared facades, then that facade will not have to meet the element requirement.
  - (d) Buildings that consist of more than one functional story shall contain similar design features as required per each section of the following code. However, the actual element requirements will not increase. Any additional elements will count for the section requirement. Concerning roof design, a functional second story will be considered the same as a false second story and will fulfill the Section Three: Roof Design requirements if a detailed cornice is utilized.
- (4) Certain elements can be counted twice. These particular features are as follows:
- (a) Awnings, overhangs, and canopies which accentuate entry points, can also be counted for **Section Two: "Street Facing Facades"** or **Section Five: "Non Street Facing Facades"**.
  - (b) Architectural thematic lights that accentuate an entry point can also be counted for **Section Two: "Street Facing Facades"** or **Section Five: "Non Street Facing Facades"**.
  - (c) Medallions and other features that accentuate an entry point can also be counted for **Section Two: "Street Facing Facades"** or **Section Five: "Non Street Facing Facades"**.
- (5) **Definitions and Examples of Elements:**  
 In order to meet the criteria, any of the elements applied in Section One, must be uniform in nature over the entire structure.
- (a) **Section One: Building Form and Massing**
    - (i) Arcade – A series of arches supported by piers or columns.
    - (ii) Canopy – A protective covering fashioned entirely over an entry way or pedestrian space, typically made of canvas. Other materials are acceptable.

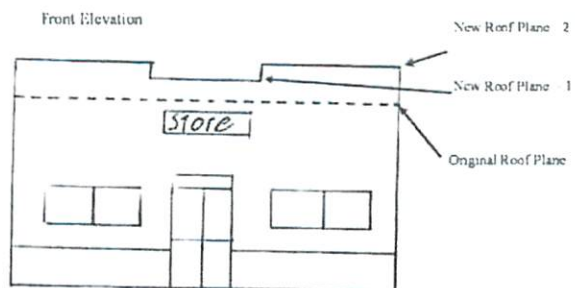
**Example – A**



- (ii) Color Change – A differentiation in the color of exterior materials used in construction of the actual building
- (v) Height Variations – Height variations include roofline or peak sections which form a new roof plane. Variations which terminate at the same height plane as other variations will not be double-counted in the point system. Functioning second stories do not count for a height variation. The original height will count as a one height variation; essentially all buildings will start with one change.

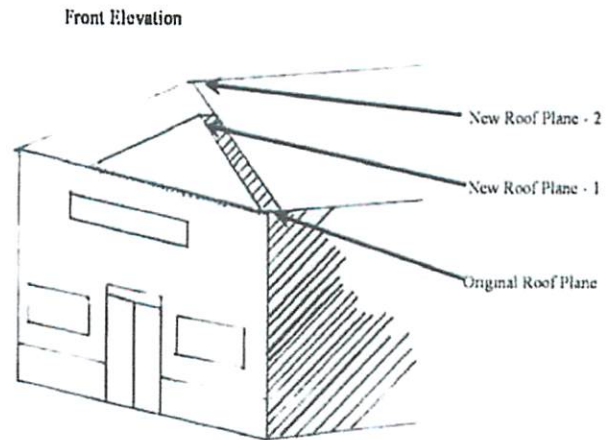
**Example - A**

**Building Height Variation - Flat Roof w/ Parapet**



### Example - B

#### Building Height Variation - Peaked Roof



- (iv) Material Change – A change in the physical material used to construct an individual building. Examples: Changes from brick to ground face block or limestone to granite.

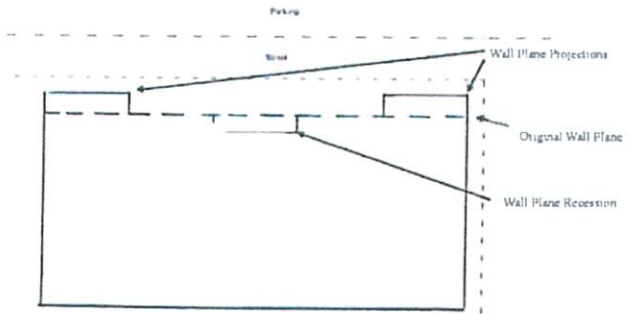
### Example - A



- (v) Multiple Tenant Buildings – A multiple tenant building shall be considered as a structure that possesses two or more tenants and can be separated into smaller units with more than one occupant by a demising wall or other means.
- (vi) Pattern Change – A differentiation in the configuration, design, or arrangement of building materials in relationship to one another. Examples: changes in building form from straight lines to arches or changing the direction of bricks.

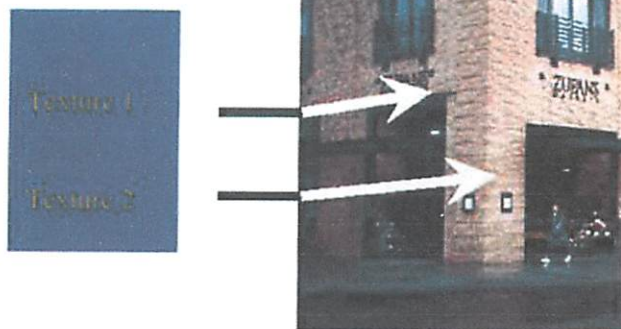
- (vii) Recesses and Projections – A change in the wall plane in which a section of the building moves either closer to or further from the original wall plane of a structure. The original wall plane will count as one recess and projection; essentially all buildings will start with one change.

**Example – A  
Plan View**



- (ix) Single Tenant Buildings – A single tenant building shall be considered as a structure that possesses only one tenant and cannot be separated into smaller units with more than one occupant by a demising wall or any other means.
- (xi) Texture Change – A change in the surface quality, grain, or consistency of the building.

**Example – A**



(b) **Section Two: Street Facing Facades**

- (i) Columns – A vertical, weight carrying architectural member, generally circular in cross section and consisting of a base.
- (ii) Colonnades – A series of, or row of columns, usually spanned by lintels, i.e. beams
- (iii) Exterior Architectural Window Frames – An enhanced frame around the exterior façade of a window incorporating one or more features, such as: pilasters, columns, pediments, stones, creative brick work, or the like.
- (iv) False Windows – Windows that do not see visually into a structure, but do have some sort of visual point of interest. Examples; display windows, pictures, and the like. Opaque or nontransparent windows do not qualify as an element. Skylights shall not count as false windows.
- (v) Overhang – A feature that physically projects away from the building wall plane. Can be made up of various materials or built out of the building structure. An overhang must be a minimum of two foot of projection.

**Example – A**



**Example – B**

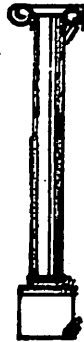


- (vii) Pilasters – A flat, rectangular vertical member projecting from a wall of which it forms a part. It usually has a base and a capital and is often fluted.

**Example –A**  
Square Pilaster



**Example - B**  
Column Pilaster



- (viii) Street Facing Facades – Are defined as those facades that face any public street or major thoroughfare.
- (ix) Windows – Glass features that are translucent or semi-translucent in which a person can see into and out of a structure. Sheets of glass separated by only metal frames or other materials will be counted as one window. Windows will not be counted as separate unless they are separated by at least three inches (3”) of a material such as masonry, concrete, or an architectural window frame.

**Example – A**  
**One Window**



**Example – B**  
**Multiple Windows**



(c) **Section Three: Roof Design**

- (i) Complete sloped and peaked roof that covers the entire roof surface – A roof sloping on all four sides which climaxes at a peak.

**Example – A**

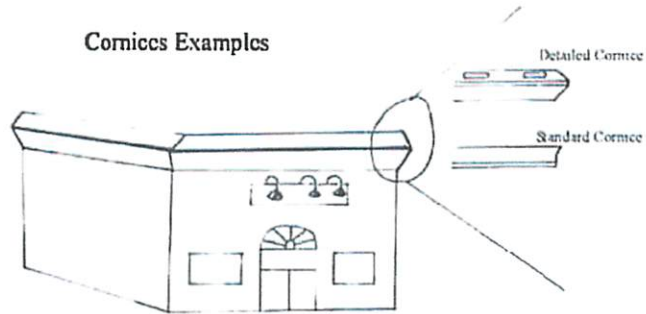


**Example – B**



- (ii) Cornice – The projecting crowning member of a roof, which frames the roof plane and screens rooftop equipment.

**Example – A**



**Example – B**

**Detailed Cornice**



**Standard Cornice**



- (iii) Eave – The lower part of a roof which overhangs the building facade.

- (iv) False Second Story – The use of additional vertical height on a structure to create a second story in exterior appearance only. The equivalent of a second story without having any inhabitable floor area.

**Example - A**

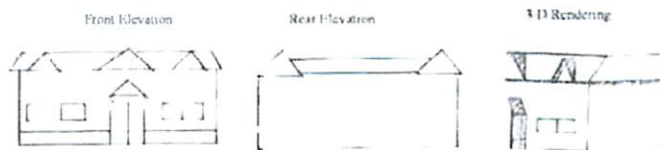


False Second Story

- (v) Peaked Roofs Finished and Sloped on All Four Sides – A roof that climaxes at a peak and has slopes on all four sides. Does not need to cover the whole functional roof of the structure, rather screen all roof top equipment.

**Example - A**

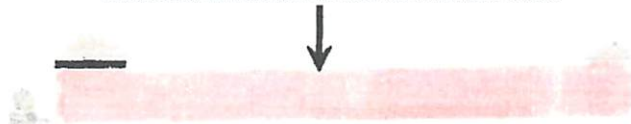
Peaked Roof Finished and sloped on all four sides



**Example - B**

Rear Elevation

\* does not cover all of the functional roof



- (vi) Sloped Roofs One-Sided – A roof projecting from or above the top of any structure that has a vertical slope between 30 and 80 degrees on one side, and is surrounded by walls that meet at 90 degree angles. Angles of a lesser or greater degree do not count.

(d) **Section Four: Entry-Articulation**

- (i) Architecturally Thematic Lights – Lights that are incorporated into the design of the building and go beyond a standard square light fixture. Strings of LED or neon lights are not acceptable.

**Example - A**



**Example - B**



- (ii) Columns – See Section (A) (5) (b) (i)
- (iii) Exterior Architectural Door Frames – An enhanced frame around the exterior façade of a door incorporating one or more features, such as: pediments, stones, creative brick work, or the like.
- (iv) Knee Wall – Knee walls shall be a minimum of two (2) feet in height
- (v) Multiple Tenant Building Entry Ways – Multiple tenant entry ways in Multiple Tenant Buildings will be defined as possessing an access point into a tenant space separated by a demising wall. Furthermore, each entryway must meet the minimum element standards as detailed in Section (A) (7) (f).
- (vi) Overhang – A feature that physically projects away from the building wall plane to accentuate an ingress or egress point. Can be made up of various materials or built out of the building structure. An overhang must have a minimum of two feet of projection.

**Example - A**



**Example - B**

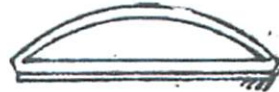


(vii) Pediments –

**Example - A**



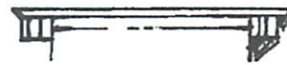
**Example - B**



**Example - C**



**Example - D**



(viii) Portico – An entrance porch with a roof supported by columns. The portico shall include all necessary elements that an architecturally pleasing entry entails such; lighting, columns pilasters, and architectural detailing.

**Example - A**





- (e) **Section Five “Non Street Facing Facades”**, See Section (A) (5) (b)
- (f) **Section Six: Bonuses**
  - (i) Changes in Building Form to Accentuate Corners – Change in the physical shape of the building at the corner to further articulate the entry-way and differentiate the building form.

**Example - A**



**Example - B**



**Example - C**

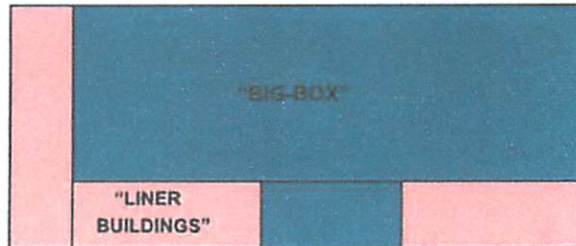


**Example - D**



- (ii) Lining of Buildings – Using smaller tenant space to surround (line) a larger big box user.

**Example – A**



**"STREET" PARKING**

**Example – B**



- (iii) Outdoor patios – A clearly defined area set aside for outside dining.

- (6) **Single Tenant Commercial Buildings Elements will be Assessed as Follows;** Building elements will be assessed in the following manner, and must conform to the minimum number of elements set forth in the following sections.

- (a) Certain features can be counted twice:
- (i) Awnings that accentuate an entry point can also be counted for **Section Two: "Street Facing Facades"** and **Section Five: "Non Street Facing Facades"**.
  - (ii) Architectural thematic lights that accentuate an entry point can also be counted for **Section Two: "Street Facing Facades"** and **Section Five: "Non Street Facing Facades"**.
  - (iii) Medallions and other features that accentuate an entry point can also be counted for **Section Two: "Street Facing Facades"** and **Section**

**Five: "Non Street Facing Facades".**

- (b) **Section One: "Building Form and Massing";** elements for this section will be assessed as follows and should include:

In order to meet the criteria any of the elements applied in Section One must be uniform in nature for the entire structure. Smooth concrete panels are not allowed. If the primary wall surface material is either concrete or tilt up concrete then a pattern must be utilized within the concrete surface such as a stamped brick pattern.

- (i) **Table One:**

<b>Building Materials: A minimum of three of the following categories must be utilized. (Please indicate the number and type of changes utilized)</b>	<b>Retail 10,000 S.F or Less</b>	<b>Retail 10,000 to 50,000 S.F or Less</b>	<b>Retail 50,001 S.F or greater</b>
Texture change. (pg.5)			
Pattern change. (pg.4)			
Color change. (pg.3)			
Material change. (pg.4)			
<b>Building Form</b>			
Height Variations: Height differentiations shall not exceed a maximum of 5 feet. Variations shall include different peak heights on four sided or finished roofs; See Section three. Height intervals cannot be less than 1 foot. (pg.3)	A minimum of two variations shall be required.	A minimum of three variations shall be required.	A minimum of three variations shall be required.
Recess or projection. Variation shall not exceed 5 feet of recess or projection from wall plane (pg.5)	A minimum of two variations shall be required.	A minimum of three variations shall be required.	A minimum of three variations shall be required.

- (c) **Section Two: "Street Facing Facades";** points will be assessed as follows: All street-facing and visible facades of a building shall include, at set intervals, either horizontally or vertically, architectural details such as:

(d) Table Two:

Façade Elements (pg.2)	Retail 10,000 S.F or Less	Retail 10,000 to 50,000 S.F or Less	Retail 50,001 S.F or Greater
Elements (write the amount of elements included) (pg.2)	4 elements are required per every 15 lineal feet of the façade	4 elements are required per every 20 lineal feet of the façade	3 elements are required per every 30 lineal feet of the façade
Colonnades (Counts as one element per every 10 lineal feet.) (pg.6)			
Pilasters (Each pilaster counts as 1.5 elements and must be spaced at intervals no less than 20 feet.) (pg.7)			
Functional Windows (Each functional windows count as 2.5 elements. Windows must be separated by an architectural frame for consideration.) (pg.7)			
False Windows (pg.6)			
False Window with Dormer (3 elements each)			
Pediments (pg.12)			
Exterior Architectural Window Frames (Each Complete architectural frame counts as 2 elements.) (pg.6)			
Architectural detailing such as medallions, incorporated stone features, or the like. (Each medallion counts as 0.5 elements.) (pg. 2)			
Architecturally thematic light fixtures. (Each light fixture counts as 0.5 elements.) (pg.11)			
Fabric Awnings (Individual awnings count as one element.)			
Overhangs (1 element per foot of projection greater than two feet.) (pg.6)			
Columns (Counts as 3 elements.) (pg.6)			

(e) **Section Three: “Roof Design”**; points for this section will be assessed as follows: Attention should be paid to the design of roofs. There must be variations in roof lines incorporating the following features:

(i) **Table Three Part I – Roof Form**

<b>Major Roof Form</b>	<b>Retail 10,000 S.F or Less</b>	<b>Retail 10,000 to 50,000 S.F or Less</b>	<b>Retail 50,001 S.F or greater</b>
<b>Sloped roofs one-sided. (pg.10)</b>	Must incorporate a combination of 8 elements from Group Two	Must incorporate a combination of 10 elements from Group Two	Must incorporate a combination of 12 elements from Group Two
<b>Peaked roofs finished and sloped on all four sides. Based on the amount of the roof perimeter covered by the finished roof. (pg.10)</b>	0-25 % = 8 additional elements required from roof articulation section 26-50% = 6 additional elements required from roof articulation section 51-75 % = 4 Additional elements required from roof articulation section 76-100 % = 2 Additional elements required from roof articulation section	0-25 % = 8 additional elements required from roof articulation section 26-50% = 6 additional elements required from roof articulation section 51-75 % = 4 Additional elements required from roof articulation section 76-100 % = 2 Additional elements required from roof articulation section	0-25 % = 8 additional elements required from roof articulation section 26-50% = 6 additional elements required from roof articulation section 51-75 % = 4 Additional elements required from roof articulation section 76-100 % = 2 Additional elements required from roof articulation section
<b>Complete sloped and peaked roof that covers the entire roof surface. (pg.8)</b>	No additional roof features required from roof articulation Section.	No additional roof features required from roof articulation Section.	No additional roof features required from roof articulation Section.
<b>False Second Story with cornice. False second story must be constructed on all four sides of the structure and finished with a cornice. (pg.10)</b>	No additional roof features required from roof articulation section.	No additional roof features required from roof articulation section.	No additional roof features required from roof articulation section.

As a bonus, if a building utilizes aesthetic roof covering on sloped roofs only; slate, shale, clay, cedar shake, standing seam copper or other high quality shingle deemed appropriate by the zoning administrator. Aluminum, metal or corrugated steel are not allowed.	Will substitute for 4 additional roof features required from roof articulation section.	Will substitute for 4 additional roof features required from roof articulation section.	Will substitute for 4 additional roof features required from roof articulation section.
Parapets along flat roofs that must conceal all rooftop equipment. All Parapets must cover 100% of the structure.	Must incorporate a combination of 10 elements from roof articulation section	Must incorporate a combination of 12 elements from roof articulation section	Must incorporate a combination of 14 elements from roof articulation section

(ii) Table Three Part II – Roof Articulation

Roof Articulation	
Overhanging Eaves: must span entire façade. (1 element per foot of projection (minimum 2 foot projection)). (pg.6)	
Dormers	
Large Roof Pediment (pg.12) (2 elements)	
Cornices: must span entire facade (Each façade counts as 2 elements.) (pg.9)	
Detailed Cornice Sections (Must be at least 25 Feet In length). (pg.9)	Will count as one articulation element.
Cornice that incorporates additional architectural detailing. Must encompass 100% of the building (pg.9)	Substitutes for additional roof requirements such as; eaves dormers pediments, or each façade counts as 3 articulation elements.

- (f) **Section Four: “Entry-Articulation”;** points for this section will be assessed as follows: Each primary entrance shall be accentuated by incorporating the following elements:

(i) Table Four

Entry Articulation	Retail 10,000 S.F or Less	Retail 10,000 to 50,000 S.F or Less	Retail 50,001 S.F or greater
Elements (write the amount of elements included). (pg.2)	10 elements are required per each entrance	10 elements are required per each entrance	10 elements are required per each entrance
Overhang (Counts as 4 elements.) (pg.6)			
Architectural detailing such as medallions incorporated stone features, or the like. (Each medallion counts as 0.5 elements. (pg.2))			
Planter or wing wall that incorporates landscaping.			
Architecturally thematic light fixtures. (Each light fixture counts as 0.5 elements.) (pg.11)			
Porticos (counts for eight elements.) (pg.12)			
Pilasters. (pg.7)			
Columns. Does not include columns used as a support of a portico (pg.11)			
Large Pediments over Doorways (Counts as 4 elements.) (pg.12)			
Exterior Architectural Door Frames (Counts as two elements.) (pg.11)			
Enhanced grillwork between door panes (not snap in)			
Canopy (Counts as 5 elements.) (pg.3)			

Windows (Counts as 2.5 Elements).			
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- (g) **Section Five: “Non-Street Facing Facades”;** points for this section will be assessed as follows: All non street-facing facades of a building shall include, at set intervals, either horizontally or vertically, architectural details such as:

(i) **Table Five**

Façade Elements (pg.2)	Retail 10,000 S.F or Less	Retail 10,000 to 50,000 S.F or Less	Retail 50,001 S.F or greater
Elements (write the amount of elements included.) (pg.2)	2.5 elements are required per every 15 lineal feet of the façade	2 elements are required per every 25 lineal feet of the façade	1 element required per every 30 lineal feet of the façade
Colonnades (Counts as one element per every 10 lineal feet.) (pg.6)			
Pilasters (Each pilaster count as 2 elements and must be spaced at intervals no less than 20 feet.) (pg.7)			
Functional Windows (Each functional window count as 2.5 elements. Windows must be separated by an architectural frame for consideration.) (pg.7)			
False Windows (pg.6)			
Pediments (pg.12)			
Exterior Architectural Window Frames (Each Complete architectural frame counts as 2 elements.) (pg.6)			
Architectural detailing such as medallions, incorporated stone features, or the like. (Each medallion counts as 0.5 elements.) (pg.2)			
Architecturally thematic light fixtures. (Each light fixture counts as 0.5 elements.) (pg.11)			
Fabric Awnings (Individual awnings count as one element.)			
Overhangs (1 element per foot of projection greater than two feet.) (pg.6 or 11)			
Columns (Counts as 3 elements.) (pg.12)			

(h) **Section Six: “Building Bonuses”**; points for this section will be assessed as follows: Points awarded from the bonus section can be used as a substitute for points required in other sections.

(i) **Table Six**

Feature (the following extra features qualify as bonus and therefore can be substituted for elements in the previous five sections)	
Building set close to the main or public street without large expanses of parking, no more than one row of parking between the public street and building.	15 elements
Outdoor patios, 10 points. With a clear separation between the patio and pedestrian paths.	10 Elements
Decorative focal point feature adjacent to the structure i.e. – waterfall, sculpture, monument, fountain, etc.	10 Elements
Lining of Large Retails	20 Elements
Changes in Building Form to Accentuate Corners	15 Elements

(a) **Additional bonuses:** Should one section of the building go “above and beyond” the required amount of points, those points may be distributed to another section. A maximum of twenty (20) elements will be allowed to be redistributed. A total of 20 elements can be redistributed over the design sections, but not more than ten (10) elements per section. These bonus elements can be applied in addition to the elements list in Table Six Section (A) (6) (g) (i).

(b) If, at the sole and absolute discretion of the Village, a whole development equaling five or more total lots chooses an encompassing architectural theme such as, “Prairie Style”, “colonial”, “gothic revival”, or another theme will result in the bonus of fifty (50) bonus elements to be distributed to the different lots of the new development. Which new lots receive the bonus elements, will be at the discretion of the developer, but no lot will be eligible for more that twelve (12) element bonuses. Points are encouraged to be distributed by square footage. These bonus elements can be applied in addition to the elements list in Table Six Section (A) (6) (g) (i), and may exceed the ten (10) element per section limit.

(c) Should a developer choose to use architecturally designed light posts and fixtures away from the building such as; on the sidewalks or in the parking lots a bonus of ten 10 elements will be granted. These bonus elements can be

applied in addition to the elements list in Table Six Section (A) (6) (g) (i).

(d) A total of thirty (30) additional element bonuses can be applied per building.

(ii) Penalties

(a) No truck dock, trash facility, or otherwise conceived loading/unloading space shall face a major Public or Private street. If the development must be designed as to have a facility face a major public or private street, then it must be properly screened and will result in a penalty of fifteen (15) elements on the respective façade on which the truck dock or trash facility is located.

(7) **Multiple Tenant Commercial Buildings Elements will be assessed as Follows;** Building elements will be assessed in the following manner, and must conform to the minimum number of elements set forth in the following sections.

(a) Certain features can be counted twice:

(i) For multiple tenant buildings with three or more separate tenant spaces Section Four – Entryway Articulation shall be substituted for Either Section Two – Street Facing Facades or Section Five Non Street Facing Facades depending on the orientation of the multiple entrance facade. However, for elements to receive credit as entryway articulation they must fall within 10 feet to either side of the entryway, but may extend to the roof line of the structure.

(ii) Awnings that accentuate an entry point can also be counted for Section Two: “Street Facing Facades” and Section Five: “Non Street Facing Facades”.

(iii) Architectural thematic lights that accentuate an entry point can also be counted for Section Two: “Street Facing Facades” and Section Five: “Non Street Facing Facades”.

(iii) Medallions and other features that accentuate an entry point can also be counted for Section Two: “Street Facing Facades” and Section Five: “Non Street Facing Facades”.

(b) Section One: “Building Form and Massing”; elements for this section will be assessed as follows and should include: In order to meet the criteria any of the elements applied in Section One, must be uniform in nature for the entire structure. If the primary wall surface material is either concrete or tilt up concrete then a pattern must be utilized within the concrete surface such as; a stamped brick pattern.

(c) Table One:

<b>Building Materials.</b> A minimum of three of the following categories must be utilized. (Please indicate the number and type of changes utilized). Additional building material changes may be substituted for a 25% reduction in the building articulation section, a maximum of two substitutions is allowed per building.	Retail 10,000 S.F or Less	Retail 10,000 to 50,000 S.F or Less	Retail 50,001 S.F or greater
Texture change. (pg.5)			
Pattern change. (pg.4)			
Color change. (pg.3)			
Material change. (pg.4)			
<b>Building Form</b>			
<b>Height Variations:</b> Height differentiations shall not exceed a maximum of 5 feet. Variations will include different peak heights on four sided or finished roofs; (See Section Three.) Height intervals cannot be less than 1 foot. (pg.3)	A minimum of two variations shall be required.	A minimum of three variations shall be required.	A minimum of three variations shall be required.
<b>Recess or projection.</b> Variation shall not exceed 5 feet of recess or projection from wall plane. (pg.5)	A minimum of two variations shall be required.	A minimum of three variations shall be required.	A minimum of three variations shall be required.

(d) **Section Two: “Street Facing Facades”;** points will be assessed as follows: All street-facing and visible facades of a building shall include, at set intervals, either horizontally or vertically, architectural details such as:

(i) Table Two:

Façade Elements (pg.2)	Retail 10,000 S.F or Less	Retail 10,000 to 50,000 S.F or Less	Retail 50,001 S.F or Greater
Elements (write the amount of elements included.) (pg.2)	4 elements are required per every 15 lineal feet of the façade	4 elements are required per every 20 lineal feet of the façade	3 elements are required per every 30 lineal feet of the façade
Colonnades (Counts as one element per every 10 lineal feet.) (pg.6)			
Pilasters (Each pilaster counts as 1.5 elements and must be spaced at intervals no less than 20 feet.) (pg.7)			

Functional Windows (Each functional windows count as 2.5 elements. Windows must be separated by an architectural frame for consideration.) (pg.7)			
False Windows (pg.6)			
False Window with Dormer (3 elements each)			
Pediments (pg.12)			
Exterior Architectural Window Frames (Each complete architectural frame counts as 2 elements.) (pg.6).			
Architectural detailing such as medallions incorporated stone features, or the like. (Each medallion counts as 0.5 elements.) (pg.2)			
Architecturally thematic light fixtures. (Each light fixture counts as 0.5 elements.) (pg.11)			
Fabric Awnings (Individual awnings count as one element.)			
Overhangs (1 element per foot of projection greater than two feet.) (pg.11)			
Columns (Counts as 3 elements.) (pg.6)			

- (e) **Section Three: “Roof Design”;** points for this section will be assessed as follows: Attention should be paid to the design of roofs. There must be variations in roof lines incorporating the following features:

(i) **Table Three Part I – Roof Form**

Major Roof Form	Retail 10,000 S.F or Less	Retail 10,00 to 50,000 S.F or Less	Retail 50,001 S.F or greater
Sloped roofs one-sided. (pg.10)	Must incorporate a combination of 8 elements from Group Two	Must incorporate a combination of 10 elements from Group Two	Must incorporate a combination of 12 elements from Group Two

<p>Peaked roofs finished and sloped on all four sides. Based on the amount of the roof perimeter covered by the finished roof. (pg.10)</p>	<p>0-25 % = 8 additional elements required from roof articulation section 26-50% = 6 additional elements required from roof articulation section 51-75 % = 4 Additional elements required from roof articulation section 76-100 % = 2 Additional elements required from roof articulation section</p>	<p>0-25 % = 8 additional elements required from roof articulation section 26-50% = 6 additional elements required from roof articulation section 51-75 % = 4 Additional elements required from roof articulation section 76-100 % = 2 Additional elements required from roof articulation section</p>	<p>0-25 % = 8 additional elements required from roof articulation section 26-50% = 6 additional elements required from roof articulation section 51-75 % = 4 Additional elements required from roof articulation section 76-100 % = 2 Additional elements required from roof articulation section</p>
<p>Complete sloped and peaked roof that covers the entire roof surface. (pg.8)</p>	<p>No additional roof features required from roof articulation Section.</p>	<p>No additional roof features required from roof articulation Section.</p>	<p>No additional roof features required from roof articulation Section.</p>
<p>False Second Story with cornice. False second story must be constructed on all four sides of the structure and finished with a cornice. (pg.10)</p>	<p>No additional roof features required from roof articulation section.</p>	<p>No additional roof features required from roof articulation section.</p>	<p>No additional roof features required from roof articulation section.</p>
<p>As a bonus, if a building utilizes aesthetic roof covering on sloped roofs only; slate, shale, clay, cedar shake, standing seam copper or other high quality shingle deemed appropriate by the zoning administrator. Aluminum, metal or corrugated steel are not</p>	<p>Will substitute for 4 additional roof features required from roof articulation section</p>	<p>Will substitute for 4 additional roof features required from roof articulation section.</p>	<p>Will substitute for 4 additional roof features required from roof articulation section.</p>

allowed.			
Parapets along flat roofs that must conceal all rooftop equipment. All Parapets must cover 100% of the structure.	Must incorporate a combination of 8 elements from roof articulation section	Must incorporate a combination of 10 elements from roof articulation section	Must incorporate a combination of 12 elements from roof articulation section

(ii) Table Three Part II – Roof Articulation

Roof Articulation	
Overhanging Eaves: must span entire façade. (1 element per foot of projection (minimum 2 foot projection)). (pg.6)	
Dormers	
Large Roof Pediment (pg.12) (2 elements)	
Cornices: must span entire facade (Each façade counts as 2 elements.) (pg.9)	
Detailed Cornice Sections (Must be at least 25 Feet In length). (pg.9)	Will count as one articulation element.
Cornice that incorporates additional architectural detailing. Must encompass 100% of the building (pg.9)	Substitutes for additional roof requirements such as; eaves dormers pediments, or each façade counts as 3 articulation elements.

(f) **Section Four: “Entry-Articulation”;** points for this section will be assessed as follows: Each primary entrance shall be accentuated by incorporating the following elements:

(i) Table Four

Multi -Tenant Entry Articulation (pg.10)	Retail 10,000 S.F or Less	Retail 10,000 to 50,000 S.F or Less	Retail 50,001 S.F or greater
Elements (write the amount of elements included) (pg.2)	15 elements are required per each entrance	15 elements are required per each entrance	15 elements are required per each entrance
Overhang (Counts as 4 elements) (pg.6)			

Architectural detailing such as medallions incorporated stone features, or the like. (Each medallion counts as 0.5 elements.) (pg.2)			
Planter or wing wall that incorporates landscaping.)			
Architecturally thematic light fixtures. (Each light fixture counts as 0.5 elements.) (pg.11)			
Porticos (counts for eight elements.) (pg.12)			
Pilasters. (pg.7)			
Columns. Does not include columns used as a support of a portico (pg.6)			
Pediments over Doorways (Counts as 4 elements.) (pg.12)			
Exterior Architectural Door Frames (Counts as two elements.) (pg.11)			
Enhanced grillwork between door panes (not snap in)			
Canopy (Counts as 5 elements.) (pg.3)			
Knee Wall except for ingress and egress points. (Counts as 5 elements.) ** Clear glass to the bottom of any structure is prohibited. (pg.11)			
Colonnades. (pg.6)			
Windows functional Must have architectural frame. (Counts as 2 elements.)			
False Windows (pg.6)			
Individual Space Fabric Awnings (Counts as 2 elements.)			
Roofline. Changes in the appearance or shape of the roofline to further accentuate the individual unit. (Counts as 5 elements.)			

- (g) **Section Five: “Non-Street Facing Facades”**; points for this section will be assessed as follows: All non street-facing facades of a building shall include, at set intervals, either horizontally or vertically, architectural details such as:

(i) Table Five

Façade Elements (pg.2)	Retail 10,000 S.F or Less	Retail 10,000 to 50,000 S.F or Less	Retail 50,001 S.F or greater
Elements (write the amount of elements included.) (pg.2)	2.5 elements are required per every 15 lineal feet of the façade	2 elements are required per every 20 lineal feet of the façade	1 element required per every 30 lineal feet of the façade
Colonnades (Counts as one element per every 10 lineal feet.) (pg.6)			
Pilasters (Each pilaster count as 2 elements and must be spaced at intervals no less than 20 feet.) (pg.7)			
Functional Windows (Each functional window count as 2.5 elements. Windows must be separated by an architectural frame for consideration.) (pg.7)			
False Windows (pg.6)			
Pediments (pg.12)			
Exterior Architectural Window Frames (Each Complete architectural frame counts as 2 elements.) (pg.6)			
Architectural detailing such as medallions, incorporated stone features, or the like. (Each medallion counts as 0.5 elements.) (pg.2)			
Architecturally thematic light fixtures. (Each light fixture counts as 0.5 elements.) (pg.11)			
Fabric Awnings (individual awnings count as one element.)			
Overhangs (1 element per foot of projection greater than two feet.) (pg.6)			
Columns (Counts as 3 elements.) (pg.11)			

(h) **Section Six: “Building Bonuses”**; points for this section will be assessed as follows: Points awarded from the bonus section can be used as a substitute for points required in other sections.

(i) **Table Six**

Feature (the following extra features qualify as bonus and therefore can be substituted for elements in the previous five sections)	
Building set close to the main or public street without large expanses of parking, no more than one row of parking between the public street and building.	15 elements
Outdoor patios, 10 points. With a clear separation between the patio and pedestrian paths.	10 Elements
Decorative focal point feature adjacent to the structure i.e. – waterfall, sculpture, monument, fountain, etc.	10 Elements
Lining of Large Retails	20 Elements
Changes in Building Form to Accentuate Corners	15 Elements

(ii) **Additional bonuses:**

- (a) **Additional bonuses:** Should one section of the building go “above and beyond” the required amount of points those points may be distributed to another section. A maximum of twenty (20) elements will be allowed to be redistributed. A total of 20 elements can be redistributed over the design sections, but not more than ten (10) elements per section. These bonus elements can be applied in addition to the elements list in Table Six Section 159.158 (A) (6) (g)
- (b) If, at the sole and absolute discretion of the Village, a whole development equaling five or more total lots chooses an encompassing architectural theme such as, “Prairie Style”, “colonial”, “gothic revival”, or another theme will result in the bonus of fifty (50) bonus elements to be distributed to the different lots of the new development. Which new lot receive the bonus elements, will be at the discretion of the developer, but no lot will be eligible for more that twelve (12) element bonuses. Points are encouraged to be distributed by square footage. These bonus elements can be applied in addition to the elements list in Table Six Section 159.158 (A) (6) (g) (i), and may exceed the ten (10) element per section limit.
- (c) Should a developer choose to use architecturally designed light posts and fixtures away from the building such as; on the sidewalks or in the parking lots, a bonus of 15 elements will be granted. These bonus elements can be applied in addition to the elements list in Table Six Section 159.158 (A) (6) (g) (i), and may exceed the ten (10) elements per section limit.
- (d) A total of thirty (30) additional element bonuses can be applied per building.

(iii) Penalties

(a) No truck dock, trash facility, or otherwise conceived loading/unloading space shall face a major Public or Private street. If the development must be designed as to have a facility face a major public or private street, then it must be properly screened and will result in a penalty of fifteen (15) elements on the respective façade on which the truck dock or trash facility is located.

(8) Light Pole design must comply with on of the following:

(a) All parking lot and pedestrian light poles must possess an architectural character.

(9) Materials shall be of durable quality with good architectural character.

(a) Buildings shall have the same materials, or those that are architecturally harmonious, used for all building walls and other exterior building components wholly or partly visible from public ways.

(b) Materials shall be selected for suitability to the type of buildings and the design in which they are used.

(c) Materials shall include brick, wood, stone, tinted and textured concrete masonry units, etc.

(d) Colors should be of low reflectance, subtle, neutral or earth tone colors.

(e) Smooth-faced concrete blocks, pore-fabricated steel panels are not acceptable.

(f) EFIS will not be allowed for more than 15% of the ground floor elevation and 30% of any additional story or false second story.

(10) Exterior lighting shall be part of the architectural concept. Fixtures, standards, and all exposed accessories shall be harmonious with the building design.

(11) Landscaping shall conform to all Ordinances. Careful attention should be paid in the design of these buildings to insure that all foundation landscaping can be accommodated.

(12) Sign locations on all buildings will be required as part of the sign plans.

(B) Site Design Guidelines: The following site design guidelines shall apply to all structures.

(1) Site Layout:

(a) Buildings shall be sited so as to encourage pedestrian traffic and so as to highlight architectural features of the buildings

(b) Focal points, vistas, public art and architectural features shall be incorporated into the site design. These elements shall be provided in the landscaping areas, at natural vistas, and in parking lot islands.

- (c) Parking shall be distributed around large buildings in order to reduce traveling distance and the overall scale of paved surface.
- (d) At least one customer entrance shall be provided for each street-facing façade.
- (e) Drop-off and pick-up points shall be integrated into the parking lot design. These shall be designed so as to accommodate private vehicles as well as transit.

**(2) Circulation:**

- (a) The circulation systems shall be designed to carry different types of traffic and to provide safe access to all parking spaces and access drives.
- (b) Vehicular circulation systems providing access to parking areas shall be designed to reduce the potential for vehicular conflicts.
- (c) Adequate stacking for vehicles shall be provided at the access points from parking areas.
- (d) Entrances to the site shall be designed to accommodate vehicles, pedestrians, and cyclists. Special attention shall be paid to accommodate cyclists and pedestrians along property lines abutting the path system.

**(3) Pedestrian Considerations:**

- (a) Sidewalks shall be provided along all sides of the lot that abut a public street.
- (b) Continuous internal pedestrian walkways shall be provided from the public sidewalk or right-of-way to the principal entrance of all principal buildings on site. At a minimum, walkways shall connect focal points of pedestrian activity and shall feature adjoining landscaped areas.
- (c) Sidewalks shall be provided along the full length of the building along any façade featuring a customer entrance and along any façade abutting parking areas. Such sidewalks shall be setback at least six (6) feet from the façade of the building in order to provide planting beds for foundation landscaping, except where impractical due to entrances, etc.
- (d) All internal pedestrian walkways shall be distinguished from driveways through the use of different surface treatments.
- (e) Pedestrian ways shall be anchored by special design features and architectural elements that define circulation ways and outdoor spaces.
- (f) Delivery and loading areas shall be designed so as not to disturb pedestrian and parking lot circulation and so as not to disturb adjoining neighborhoods.
- (g) Sidewalks shall be five (5) feet minimum in width. A variance will be considered for special circumstances with restricted space; however in no case shall a width less than four (4) feet be allowed. Sidewalks that abut a public street

shall be separated from the street with a landscaped parkway with a minimum width of six (6) feet wherever practical.

- (h) **Sidewalk Curb Ramps.** Sidewalk Curb Ramps shall be constructed at all intersections between sidewalks and streets, parking areas, driveways and other vehicular passageways. The ramps shall be of the truncated dome type and shall be constructed in accordance with the latest version of the Illinois Department of Transportation's Standard No. 424001, Curb Ramps for Sidewalks. The ramps shall also be placed at the ends of sidewalk island areas in parking areas, and adjacent to disabled-access parking stalls in sidewalk island areas in parking areas. The sidewalks shall meet the requirements of the ADA and ABA Accessibility Guidelines for Buildings and Facilities.
- (i) **Entranceways to buildings.** Sidewalks at entranceways to buildings shall be constructed so that the entranceways meet the requirements of the ADA and ABA Accessibility Guidelines for Buildings and Facilities.

**EXHIBIT J**

Legal Description of Manhattan School District #114 School Site

A PARCEL OF LAND IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST  $\frac{1}{4}$  OF SECTION 9; THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST  $\frac{1}{4}$  A DISTANCE OF 635.16 FEET TO A POINT; THENCE NORTH 89 DEGREES 47 MINUTES 28 SECONDS EAST A DISTANCE OF 15.00 FEET TO AN IRON ROD BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST A DISTANCE OF 795.17 FEET TO AN IRON ROD; THENCE NORTH 89 DEGREES 47 MINUTES 28 SECONDS EAST A DISTANCE OF 667.42 FEET TO AN IRON ROD; THENCE SOUTH 00 DEGREES 12 MINUTES 32 SECONDS EAST A DISTANCE OF 695.17 FEET TO AN IRON ROD AT A POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 157.08 FEET AND A CHORD BEARING OF SOUTH 44 DEGREES 47 MINUTES 28 SECONDS WEST TO A POINT OF TANGENT; THENCE SOUTH 89 DEGREES 47 MINUTES 28 SECONDS WEST A DISTANCE OF 567.42 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

**EXHIBIT K**

**Legal Description of Manhattan Park District Site**

K

A PARCEL OF LAND IN THE SOUTHWEST ¼ OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMNCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST ¼ OF SECTION 9; THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST ¼ A DISTANCE OF 288.99 FEET TO A POINT; THENCE SOUTH 89 DEGREES 55 MINUTES 04 SECONDS EAST A DISTANCE OF 15.00 FEET TO AN IRON ROD BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST A DISTANCE OF 346.24 FEET TO AN IRON ROD; THENCE NORTH 89 DEGREES 47 MINUTES 28 SECONDS EAST A DISTANCE OF 567.42 FEET TO A POINT OF CURVE: THENCE NORTHEASTERLY ON A CURVE CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 100.00 FEET, AN ARCDISTANCE OF 157.08 FEET AND A CHORD BEARING OF NORTH 44 DEGREES 47 MINUTES 28 SECONDS EAST, TO A POINT OF TANGENT; THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST A DISTANCE OF 508.17 FEET TO AN IRON ROD; THENCE NORTH 89 DEGREES 47 MINUTES 28 SCONDS EAST A DISTANCE OF 474.51 FEET TO AN IRON ROD ON THE WESTERLY RIGHT OF WAY LINE OF THE WABASH RAILROAD; THENCE SOUTH 19 DEGREES 19 MINUTES 21 SECONDS WEST ALONG THE WESTERLY RIGHT OF WAY LINE A DISTANCE OF 1017.00 FEET TO AN IRON ROD; THENCE NORTH 89 DEGREES 55 MINUTES 04 SECONDS WEST A DISTANCE OF 801.94 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 9; THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 288.99 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 04 SECONDS EAST A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING, THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST A DISTANCE OF 280.24 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 28 SECONDS EAST A DISTANCE OF 464.35 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 32 SECONDS EAST A DISTANCE OF 282.60 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 04 SECONDS WEST A DISTANCE OF 464.36 FEET TO THE POINT OF BEGINNING IN WILL COUNTY, ILLINOIS

# PLAT OF DEDICATION

FOR  
EASTERN AVENUE  
TO  
THE VILLAGE OF MANHATTAN  
OF

THAT PART OF THE WEST HALF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS, COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE SOUTH 89 DEGREES 56 MINUTES 01 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER 15.00 FEET TO THE EAST LINE OF LAND CONVEYED BY CORPORATION DEED DOCUMENT NUMBER R97-074611 FOR THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 05 MINUTES 55 SECONDS WEST ALONG SAID EAST LINE 563.97 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 19 SECONDS EAST 10.00 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 55 SECONDS EAST 563.97 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 69 DEGREES 56 MINUTES 01 SECONDS WEST ALONG SAID SOUTH LINE 10.00 FEET TO THE POINT OF BEGINNING.

STATE OF ILLINOIS  
COUNTY OF WILL) SS

BLIZZARD BLUE PROPERTIES, LLC, DOES HEREBY CERTIFY THAT IT IS OWNER OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTION, AND THAT AS SUCH OWNER HAS CAUSED SAID PROPERTY TO BE DEDICATED FOR A PUBLIC STREET AS SHOWN ON THE PLAT HEREON DRAWN, FOR THE USES AND PURPOSES THEREIN SET FORTH.

DATED AT \_\_\_\_\_ ILLINOIS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2011.

BY: \_\_\_\_\_  
(Owner)

BY: \_\_\_\_\_  
(Owner)

STATE OF ILLINOIS  
COUNTY OF WILL) SS

I, \_\_\_\_\_ A  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT \_\_\_\_\_

& \_\_\_\_\_ BOTH PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2011.

(NOTARY PUBLIC)

STATE OF ILLINOIS  
COUNTY OF WILL) SS

THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MANHATTAN, COUNTY OF WILL, STATE OF ILLINOIS, HAS APPROVED AND ACCEPTED THIS PLAT OF DEDICATION.

APPROVED THIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2011.

BY: \_\_\_\_\_  
(VILLAGE PRESIDENT)

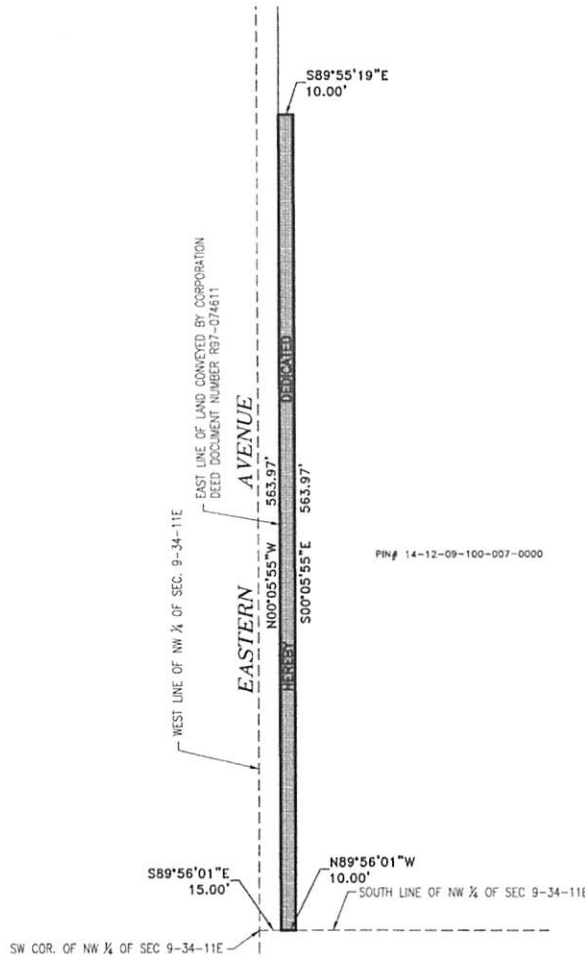
ATTEST: \_\_\_\_\_  
(VILLAGE CLERK, Owner)

STATE OF ILLINOIS  
COUNTY OF KANKAKEE) SS

M. GINGERICH, GEREUX AND ASSOCIATES, AN ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-001808 DOES HEREBY CERTIFY THAT THEY HAVE PREPARED THE PLAT HEREON DRAWN OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTION FOR THE PURPOSES OF DEDICATING A PUBLIC STREET. DISTANCES ARE GIVEN IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 14th DAY OF OCTOBER, A.D. 2011.

MARK J. SCHERHOLZ  
ILLINOIS PROFESSIONAL LAND SURVEYOR #035-003105  
LICENSE EXPIRES NOVEMBER 30, 2012



SCALE: 1" = 60'

AREA TO BE DEDICATED  
AREA = 5,640 SQ. FT OR 0.129 ACRES

PREPARED BY & RETURN TO:

<b>M. GINGERICH, GEREUX &amp; ASSOCIATES</b>		<b>BRADLEY</b>	
ENGINEERING • PLANNING		SURVEYING	
Bradley Office 240 N. Industrial Drive Bradley, Illinois 60915 PH. 815-839-4921 FX. 815-839-0810		Manhattan Office 25620 S. Gougar Pk Manhattan, Illinois 62442 PH. 815-478-9680 FX. 815-478-9685	
www.mgpa.com			
JOB NO: 10-286	DR BY: MLZ	SB: -	PG: -
DATE DRAWN: OCT. 28, 2011	FILE:		

X:\PROJECTS\2010\10-286-Clear-Creeping\DWG\Armed\10-286-Plat (14-12-09-100-007-0000).dwg - Layout1, 11/11/2011 9:40:08 AM, mjpgal

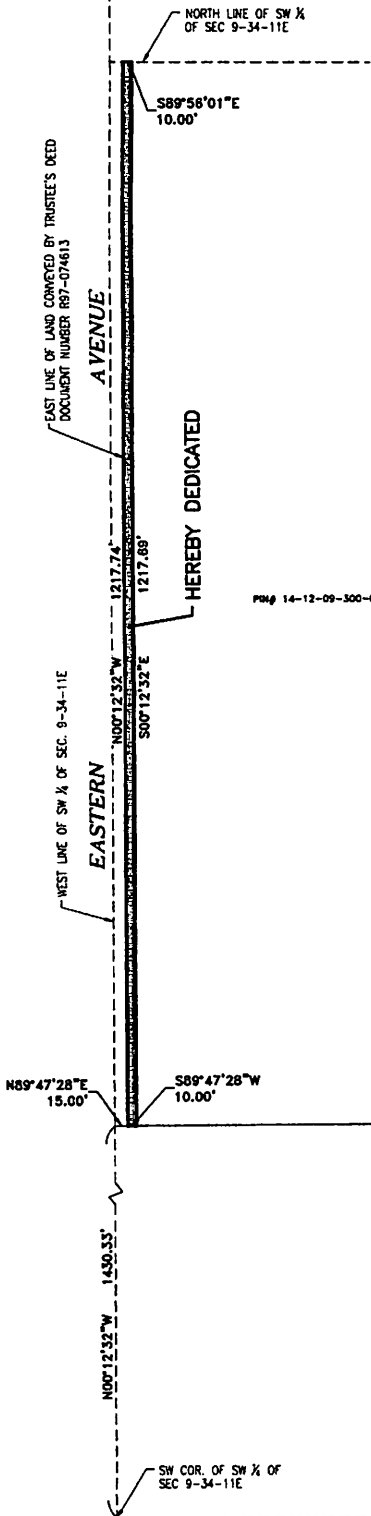


# PLAT OF DEDICATION

## FOR EASTERN AVENUE

### TO THE VILLAGE OF MANHATTAN OF

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 1430.33 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 28 SECONDS EAST 15.00 FEET TO THE EAST LINE OF LAND CONVEYED BY TRUSTEE'S DEED DOCUMENT NUMBER R97-074613 FOR THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST ALONG SAID EAST LINE 1217.74 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES 56 MINUTES 01 SECONDS EAST ALONG SAID NORTH LINE 10.00 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 32 SECONDS EAST 1217.69 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 28 SECONDS WEST 10.00 FEET TO THE POINT OF BEGINNING.



STATE OF ILLINOIS  
COUNTY OF WILL) SS

BLIZZARD BLUE PROPERTIES, LLC, DOES HEREBY CERTIFY THAT IT IS OWNER OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTION, AND THAT AS SUCH OWNER HAS CAUSED SAID PROPERTY TO BE DEDICATED FOR A PUBLIC STREET AS SHOWN ON THE PLAT HEREON DRAWN, FOR THE USES AND PURPOSES THEREIN SET FORTH.

DATED AT \_\_\_\_\_ ILLINOIS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2011.

BY: \_\_\_\_\_  
(Owner)

BY: \_\_\_\_\_  
(Owner)

STATE OF ILLINOIS  
COUNTY OF WILL) SS

\_\_\_\_\_, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT \_\_\_\_\_

& \_\_\_\_\_ BOTH PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

\_\_\_\_\_ A.D. 2011.

NOTARY PUBLIC

STATE OF ILLINOIS  
COUNTY OF WILL) SS

THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MANHATTAN, COUNTY OF WILL, STATE OF ILLINOIS, HAS APPROVED AND ACCEPTED THIS PLAT OF DEDICATION.

APPROVED THIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2011.

BY: \_\_\_\_\_  
(VILLAGE PRESIDENT)

ATTEST: \_\_\_\_\_  
(VILLAGE CLERK, Clerk)

PLAT 14-12-09-300-002-0000



SCALE: 1" = 100'

AREA TO BE DEDICATED

AREA = 12,177 SQ. FT OR 0.280 ACRES

STATE OF ILLINOIS  
COUNTY OF KANKAKEE) SS

M. GINGERICH, CEREAUX AND ASSOCIATES, AN ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-001808 DOES HEREBY CERTIFY THAT THEY HAVE PREPARED THE PLAT HEREON DRAWN OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTION FOR THE PURPOSES OF DEDICATING A PUBLIC STREET. DISTANCES ARE GIVEN IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 14th DAY OF OCTOBER, A.D. 2011.

MARK J. SCHERHOLZ  
ILLINOIS PROFESSIONAL LAND SURVEYOR #035-003105  
LICENSE EXPIRES NOVEMBER 30, 2012



PREPARED BY & RETURN TO:

<b>M. GINGERICH, GERRAUX &amp; ASSOCIATES</b>		<b>BRADLEY OFFICES</b>
ENGINEERING • PLANNING		SURVEYING
Bradley Office 340 N. Industrial Drive Bradley, Illinois 62413 PH: 615-632-4321 FX: 615-632-6010		Manhattan Office 25420 S. Gougar Rd Manhattan, Illinois 62420 PH: 615-478-9823 FX: 615-478-9225
www.mga.com		
JOB NO.: 10-298	DR BY: MLZ	GR. - PG. -
DATE DRAWN: OCT. 28, 2011	FILE:	

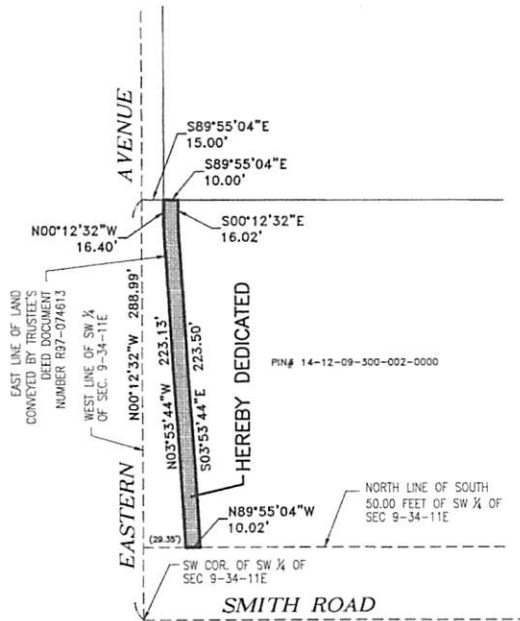
# PLAT OF DEDICATION

## FOR EASTERN AVENUE

### TO THE VILLAGE OF MANHATTAN

#### OF

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 288.99 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 04 SECONDS EAST 15.00 FEET TO THE EAST LINE OF LAND CONVEYED BY TRUSTEE'S DEED DOCUMENT NUMBER R97-074613 FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 55 MINUTES 04 SECONDS EAST 10.00 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 32 SECONDS EAST 16.02 FEET; THENCE SOUTH 03 DEGREES 55 MINUTES 44 SECONDS EAST 223.50 FEET TO THE NORTH LINE OF THE SOUTH 50.00 FEET OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 55 MINUTES 04 SECONDS WEST ALONG SAID NORTH LINE 10.02 FEET TO THE EAST LINE OF LAND CONVEYED BY TRUSTEE'S DEED DOCUMENT NUMBER R97-074613; THENCE NORTH 03 DEGREES 53 MINUTES 44 SECONDS WEST ALONG SAID EAST LINE 223.13 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST 16.40 FEET TO THE POINT OF BEGINNING.



STATE OF ILLINOIS  
COUNTY OF WILL) SS

BLIZZARD BLUE PROPERTIES, LLC, DOES HEREBY CERTIFY THAT IT IS OWNER OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTION, AND THAT AS SUCH OWNER HAS CAUSED SAID PROPERTY TO BE DEDICATED FOR A PUBLIC STREET AS SHOWN ON THE PLAT HEREON DRAWN, FOR THE USES AND PURPOSES THEREIN SET FORTH.

DATED AT \_\_\_\_\_ ILLINOIS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2011.

BY: \_\_\_\_\_  
(Owner)

BY: \_\_\_\_\_  
(Owner)

STATE OF ILLINOIS  
COUNTY OF WILL) SS

I, \_\_\_\_\_ A  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY  
CERTIFY THAT \_\_\_\_\_

& \_\_\_\_\_ BOTH PERSONALLY  
KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE  
SUBSCRIBED TO THE FOREGOING INSTRUMENT AS OWNERS, APPEARED  
BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY  
SIGNED SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR  
THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS \_\_\_\_\_ DAY OF

\_\_\_\_\_ A.D. 2011.

(NOTARY PUBLIC)

STATE OF ILLINOIS  
COUNTY OF WILL) SS

THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MANHATTAN, COUNTY OF WILL, STATE OF ILLINOIS, HAS APPROVED AND ACCEPTED THIS PLAT OF DEDICATION.

APPROVED THIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2011.

BY: \_\_\_\_\_  
(VILLAGE PRESIDENT)

ATTEST: \_\_\_\_\_  
(VILLAGE CLERK, Owner)

STATE OF ILLINOIS  
COUNTY OF KANKAKEE) SS

M. GINGERICH, GEREUX AND ASSOCIATES, AN ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-001808 DOES HEREBY CERTIFY THAT THEY HAVE PREPARED THE PLAT HEREON DRAWN OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTION FOR THE PURPOSES OF DEDICATING A PUBLIC STREET. DISTANCES ARE GIVEN IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 14th DAY OF OCTOBER, A.D. 2011.

MARK J. SCHIERHOLZ  
ILLINOIS PROFESSIONAL LAND SURVEYOR #035-003105  
LICENSE EXPIRES NOVEMBER 30, 2012



SCALE: 1" = 60'

AREA TO BE DEDICATED

AREA = 2,395 SQ. FT OR 0.054 ACRES

PREPARED BY & RETURN TO:

<b>M. GINGERICH, GEREUX &amp; ASSOCIATES</b>		<b>BRADLEY</b>
ENGINEERING • PLANNING		OFFICES
Bradley Office 240 N. Industrial Drive Bradley, Illinois 62015 PH: 815-939-4921 FX: 815-939-9610		Manhattan Office 25620 S. Gougar Rd Manhattan, Illinois 62440 PH: 815-478-9680 FX: 815-478-9685
www.mg2a.com		
JOB NO.: 10-286	DR BY: MLZ	SB. - PG. -
DATE DRAWN: OCT. 26, 2011	FILE:	

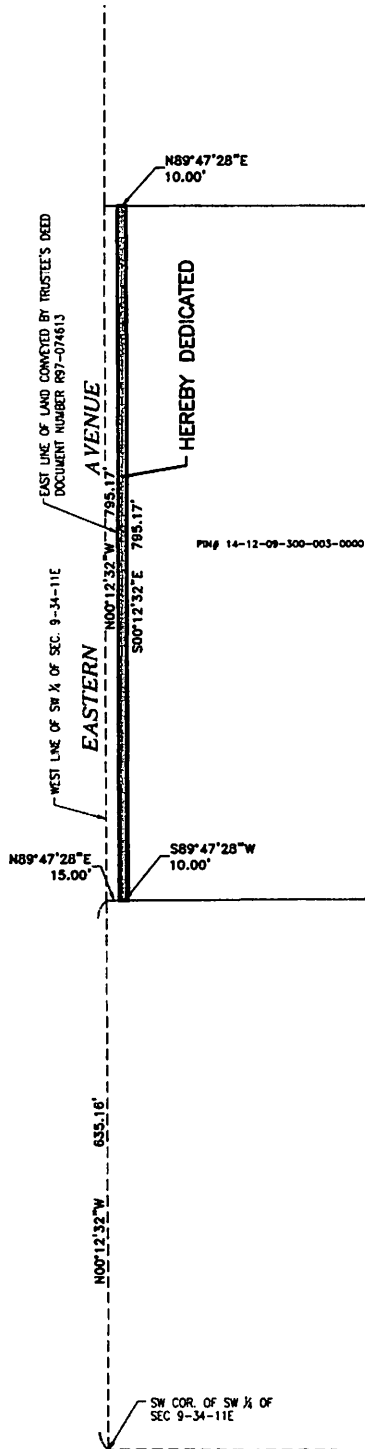
# PLAT OF DEDICATION

## FOR EASTERN AVENUE

### TO THE VILLAGE OF MANHATTAN

#### OF

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 635.16 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 28 SECONDS EAST 15.00 FEET TO THE EAST LINE OF LAND CONVEYED BY TRUSTEE'S DEED DOCUMENT NUMBER R97-074613 FOR THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST ALONG SAID EAST LINE 795.17 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 28 SECONDS EAST 10.00 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 32 SECONDS EAST 795.17 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 28 SECONDS WEST 10.00 FEET TO THE POINT OF BEGINNING.



STATE OF ILLINOIS  
COUNTY OF WILL) SS

MANHATTAN SCHOOL DISTRICT 114, DOES HEREBY CERTIFY THAT IT IS OWNER OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTION, AND THAT AS SUCH OWNER HAS CAUSED SAID PROPERTY TO BE DEDICATED FOR A PUBLIC STREET AS SHOWN ON THE PLAT HEREON DRAWN, FOR THE USES AND PURPOSES THEREIN SET FORTH.

DATED AT \_\_\_\_\_ ILLINOIS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2011.

BY: \_\_\_\_\_  
(Owner)

BY: \_\_\_\_\_  
(Owner)

STATE OF ILLINOIS  
COUNTY OF WILL) SS

I, \_\_\_\_\_ A  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY

CERTIFY THAT \_\_\_\_\_

& \_\_\_\_\_ BOTH PERSONALLY  
KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE  
SUBSCRIBED TO THE FOREGOING INSTRUMENT AS OWNERS, APPEARED  
BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY  
SIGNED SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR  
THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS \_\_\_\_\_ DAY OF

\_\_\_\_\_ A.D. 2011.

(NOTARY PUBLIC)

STATE OF ILLINOIS  
COUNTY OF WILL) SS

THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MANHATTAN, COUNTY OF WILL, STATE OF ILLINOIS, HAS APPROVED AND ACCEPTED THIS PLAT OF DEDICATION.

APPROVED THIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2011.

BY: \_\_\_\_\_  
(VILLAGE PRESIDENT)

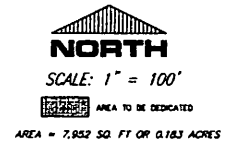
ATTEST: \_\_\_\_\_  
(VILLAGE CLERK, Officer)

STATE OF ILLINOIS  
COUNTY OF KANKAKEE) SS

M. GINGERICH, GERRAUX AND ASSOCIATES, AN ILLINOIS PROFESSIONAL  
DESIGN FIRM NO. 184-001808 DOES HEREBY CERTIFY THAT THEY HAVE  
PREPARED THE PLAT HEREON DRAWN OF THE PROPERTY DESCRIBED IN THE  
ABOVE CAPTION FOR THE PURPOSES OF DEDICATING A PUBLIC STREET.  
DISTANCES ARE GIVEN IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 14th DAY OF OCTOBER, A.D. 2011.

MARK J. SCHERWOLZ  
ILLINOIS PROFESSIONAL LAND SURVEYOR #035-003105  
LICENSE EXPIRES NOVEMBER 30, 2012



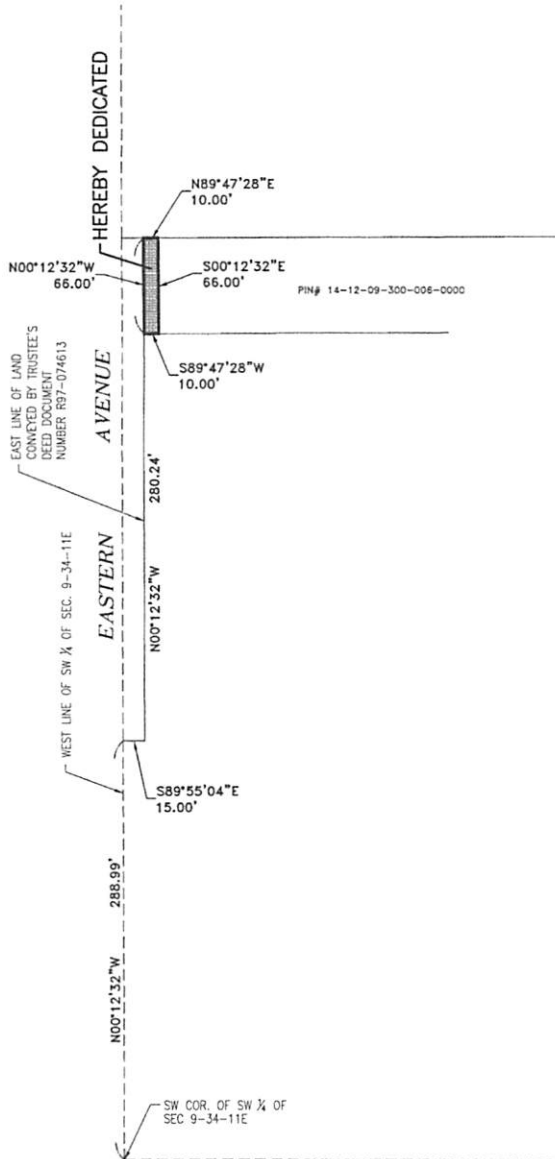
PREPARED BY & RETURN TO:	
<b>M. GINGERICH, GERRAUX &amp; ASSOCIATES</b> ENGINEERING • PLANNING	<b>BRADLEY OFFICES</b> SURVEYING
Bradley Office 340 N. Industrial Drive Bradley, Illinois 62813 PH: 615-423-4227 FX: 615-423-9510	Manhattan Office 25020 S. Cooper Rd Manhattan, Illinois 62442 PH: 615-478-9200 FX: 615-478-9505
JOB NO. 110-235	DR. BY: MLZ
DATE DRAWN: OCT. 28, 2011	FILE:

# PLAT OF DEDICATION

## FOR EASTERN AVENUE

### TO THE VILLAGE OF MANHATTAN OF

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 288.59 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 04 SECONDS EAST 15.00 FEET TO THE EAST LINE OF LAND CONVEYED BY TRUSTEE'S DEED DOCUMENT NUMBER R97-074613; THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST ALONG SAID EAST LINE 280.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST ALONG SAID EAST LINE 66.00 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 28 SECONDS EAST 10.00 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 32 SECONDS EAST 66.00 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 28 SECONDS WEST 10.00 FEET TO THE POINT OF BEGINNING.



STATE OF ILLINOIS  
COUNTY OF WILL) SS

MANHATTAN PARK DISTRICT, DOES HEREBY CERTIFY THAT IT IS OWNER OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTION, AND THAT AS SUCH OWNER HAS CAUSED SAID PROPERTY TO BE DEDICATED FOR A PUBLIC STREET AS SHOWN ON THE PLAT HEREON DRAWN, FOR THE USES AND PURPOSES THEREIN SET FORTH.

DATED AT \_\_\_\_\_, ILLINOIS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2011.

BY: \_\_\_\_\_  
(Owner)

BY: \_\_\_\_\_  
(Owner)

STATE OF ILLINOIS  
COUNTY OF WILL) SS

\_\_\_\_\_, A  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY

CERTIFY THAT \_\_\_\_\_  
& \_\_\_\_\_ BOTH PERSONALLY  
KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE  
SUBSCRIBED TO THE FOREGOING INSTRUMENT AS OWNERS, APPEARED  
BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY  
SIGNED SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR  
THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS \_\_\_\_\_ DAY OF

\_\_\_\_\_, A.D. 2011.

(NOTARY PUBLIC)

STATE OF ILLINOIS  
COUNTY OF WILL) SS

THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MANHATTAN, COUNTY OF WILL, STATE OF ILLINOIS, HAS APPROVED AND ACCEPTED THIS PLAT OF DEDICATION.

APPROVED THIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2011.

BY: \_\_\_\_\_  
(VILLAGE PRESIDENT)

ATTEST: \_\_\_\_\_  
(VILLAGE CLERK/OWNER)



SCALE: 1" = 60'

AREA TO BE DEDICATED

AREA = 660 SQ. FT OR 0.015 ACRES

STATE OF ILLINOIS  
COUNTY OF KANKAKEE) SS

M. GINGERICH, GERAUX AND ASSOCIATES, AN ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-001808 DOES HEREBY CERTIFY THAT THEY HAVE PREPARED THE PLAT HEREON DRAWN OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTION FOR THE PURPOSES OF DEDICATING A PUBLIC STREET. DISTANCES ARE GIVEN IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 14th DAY OF OCTOBER, A.D. 2011.

MARK J. SCHIERHOLZ  
ILLINOIS PROFESSIONAL LAND SURVEYOR #035-003105  
LICENSE EXPIRES NOVEMBER 30, 2012



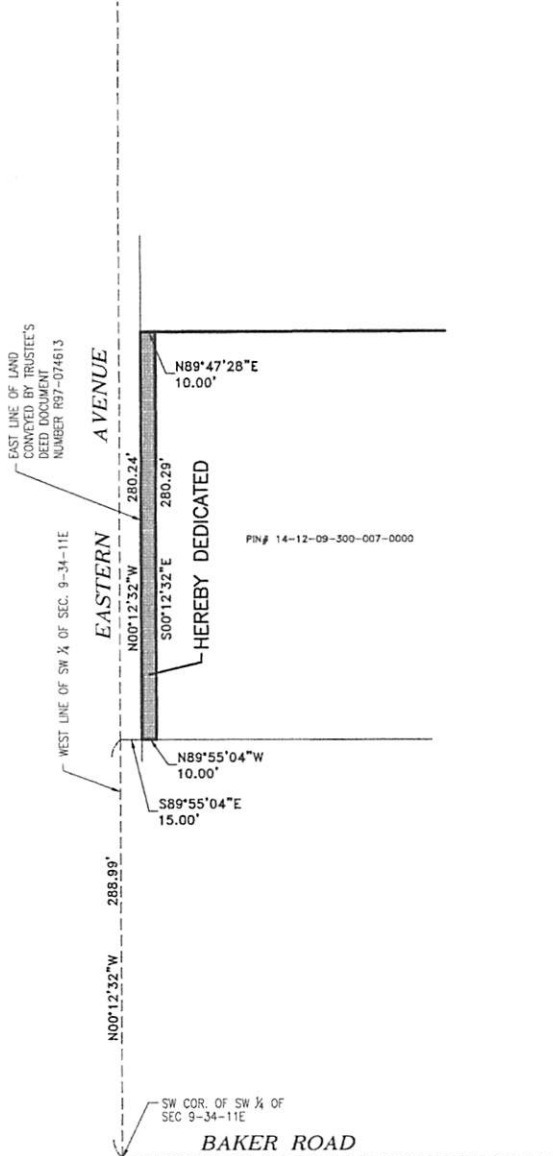
PREPARED BY & RETURN TO:	
<b>M. GINGERICH, GERAUX &amp; ASSOCIATES</b>	<b>BRADLEY</b>
ENGINEERING • PLANNING	OFFICE Design Firm No. 184-001808 • SURVEYING
Bradley Office 240 N. Industrial Drive Bradley, Illinois 62815 PH: 815-939-4821 FX: 815-939-9810	Manhattan Office 25620 S. Gougar Rd Manhattan, Illinois 62442 PH: 815-478-9890 FX: 815-478-9665
JOB NO: 10-286	DR BY: MLZ
DATE DRAWN: OCT. 28, 2011	FILE:

# PLAT OF DEDICATION

## FOR EASTERN AVENUE

### TO THE VILLAGE OF MANHATTAN OF

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 288.99 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 04 SECONDS EAST 15.00 FEET TO THE EAST LINE OF LAND CONVEYED BY TRUSTEE'S DEED DOCUMENT NUMBER R97-074613 FOR THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST ALONG SAID EAST LINE 280.24 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 28 SECONDS EAST 10.00 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 32 SECONDS EAST 280.29 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 04 SECONDS WEST 10.00 FEET TO THE POINT OF BEGINNING.



STATE OF ILLINOIS  
COUNTY OF WILL) SS

MANHATTAN TOWNSHIP, A BODY POLITIC, DOES HEREBY CERTIFY THAT IT IS OWNER OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTION, AND THAT AS SUCH OWNER HAS CAUSED SAID PROPERTY TO BE DEDICATED FOR A PUBLIC STREET AS SHOWN ON THE PLAT HEREON DRAWN, FOR THE USES AND PURPOSES THEREIN SET FORTH.

DATED AT \_\_\_\_\_, ILLINOIS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2011.

BY: \_\_\_\_\_  
(Name)

BY: \_\_\_\_\_  
(Name)

STATE OF ILLINOIS  
COUNTY OF WILL) SS

\_\_\_\_\_, A  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY  
CERTIFY THAT \_\_\_\_\_

& \_\_\_\_\_ BOTH PERSONALLY  
KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE  
SUBSCRIBED TO THE FOREGOING INSTRUMENT AS OWNERS, APPEARED  
BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY  
SIGNED SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR  
THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS \_\_\_\_\_ DAY OF

\_\_\_\_\_, A.D. 2011.

(NOTARY PUBLIC)

STATE OF ILLINOIS  
COUNTY OF WILL) SS

THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MANHATTAN, COUNTY OF WILL, STATE OF ILLINOIS, HAS APPROVED AND ACCEPTED THIS PLAT OF DEDICATION.

APPROVED THIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2011.

BY: \_\_\_\_\_  
(VILLAGE PRESIDENT)

ATTEST: \_\_\_\_\_  
(VILLAGE CLERK, Owner)



SCALE: 1" = 60'

AREA TO BE DEDICATED

AREA = 2,803 SQ. FT OR 0.064 ACRES

STATE OF ILLINOIS  
COUNTY OF KANKAKEE) SS

M. GINGERICH, GEREUX AND ASSOCIATES, AN ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-001808 DOES HEREBY CERTIFY THAT THEY HAVE PREPARED THE PLAT HEREON DRAWN OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTION FOR THE PURPOSES OF DEDICATING A PUBLIC STREET. DISTANCES ARE GIVEN IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 14th DAY OF OCTOBER, A.D. 2011.

MARK J. SCHERHOLZ  
ILLINOIS PROFESSIONAL LAND SURVEYOR #035-003105  
LICENSE EXPIRES NOVEMBER 30, 2012



PREPARED BY & RETURN TO:

<b>M. GINGERICH, GEREUX &amp; ASSOCIATES</b>		<b>BRADLEY</b>
ENGINEERING • PLANNING		• SURVEYING
Bradley Office 340 N. Industrial Drive Bradley, Illinois 62015 PH: 815-939-4921 FX: 815-939-9610	Manhattan Office 25620 S. Clouger Fld Manhattan, Illinois 62442 PH: 815-478-9882 FX: 815-478-9585	
www.mg2a.com		
JOB NO: 10-286	DR BY: MLZ	SB: - PG: -
DATE DRAWN: OCT. 26, 2011	FILE:	

# PLAT OF DEDICATION

## FOR BAKER ROAD

### TO THE VILLAGE OF MANHATTAN

#### OF

THAT PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 89 DEGREES 59 MINUTES 05 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER 736.74 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 16 SECONDS EAST 50.00 FEET TO THE SOUTH LINE OF LAND DESCRIBED IN TRUSTEES DEED DOCUMENT NO. R97-074613 FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 12 MINUTES 16 SECONDS EAST 10.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 05 SECONDS WEST 250.00 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 16 SECONDS WEST 10.00 FEET TO THE SOUTH LINE OF LAND DESCRIBED IN TRUSTEES DEED DOCUMENT NO. R97-074613; THENCE SOUTH 89 DEGREES 59 MINUTES 05 SECONDS EAST ALONG SAID SOUTH LINE 250.00 FEET TO THE POINT OF BEGINNING.

STATE OF ILLINOIS)  
COUNTY OF WILL) SS

MANHATTAN FIRE PROTECTION DISTRICT, DOES HEREBY CERTIFY THAT IT IS OWNER OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTION, AND THAT AS SUCH OWNER HAS CAUSED SAID PROPERTY TO BE DEDICATED FOR A PUBLIC STREET AS SHOWN ON THE PLAT HEREON DRAWN, FOR THE USES AND PURPOSES THEREIN SET FORTH.

DATED AT \_\_\_\_\_ ILLINOIS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2012.

By: \_\_\_\_\_  
(Owner)

By: \_\_\_\_\_  
(Owner)

STATE OF ILLINOIS)  
COUNTY OF WILL) SS

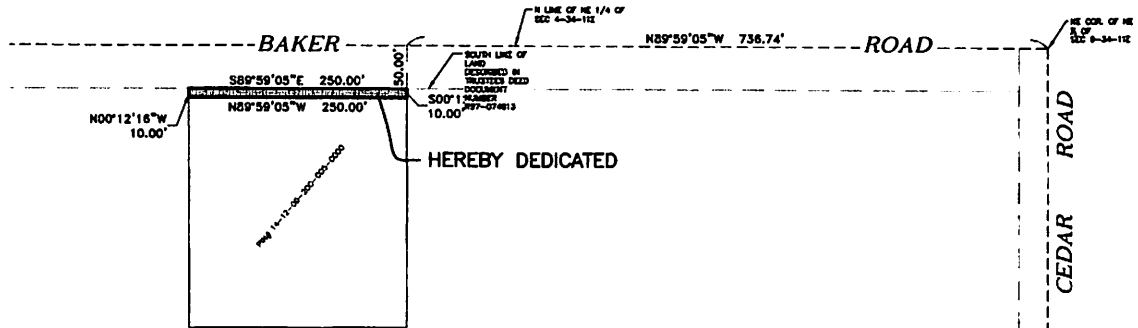
I, \_\_\_\_\_ A  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY  
CERTIFY THAT \_\_\_\_\_

& \_\_\_\_\_ BOTH PERSONALLY  
KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE  
SUBSCRIBED TO THE FOREGOING INSTRUMENT AS OWNERS, APPEARED  
BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY  
SIGNED SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR  
THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS \_\_\_\_\_ DAY OF

\_\_\_\_\_ A.D. 2012.

(NOTARY PUBLIC)



SCALE: 1" = 100'

AREA TO BE DEDICATED

AREA = 2500 SQ. FT OR 0.057 ACRES

STATE OF ILLINOIS)  
COUNTY OF KANKAKEE) SS

M. GINGERICH, GEREUX AND ASSOCIATES, AN ILLINOIS PROFESSIONAL  
DESIGN FIRM NO. 184-001808 DOES HEREBY CERTIFY THAT THEY HAVE  
PREPARED THE PLAT HEREON DRAWN OF THE PROPERTY DESCRIBED IN THE  
ABOVE CAPTION FOR THE PURPOSES OF DEDICATING A PUBLIC STREET.  
DISTANCES ARE GIVEN IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 20th DAY OF JANUARY, A.D. 2012.

MARK J. SCHERHOLZ  
ILLINOIS PROFESSIONAL LAND SURVEYOR #035-003105  
LICENSE EXPIRES NOVEMBER 30, 2012



STATE OF ILLINOIS)  
COUNTY OF WILL) SS

THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MANHATTAN, COUNTY  
OF WILL, STATE OF ILLINOIS, HAS APPROVED AND ACCEPTED THIS PLAT OF DEDICATION.

APPROVED THIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2012.

By: \_\_\_\_\_  
(VILLAGE PRESIDENT)

ATTEST: \_\_\_\_\_  
(VILLAGE CLERK, Owner)

PREPARED BY & RETURN TO:

**M. GINGERICH, GEREUX & ASSOCIATES** | **BRADLEY**  
ENGINEERING • PLANNING • SURVEYING  
Bradley Office: 25620 E. Douglas Rd, Manhattan, Illinois 62442, PH: 615-478-0020, FX: 615-478-0020  
Eradley Office: 2400 N. Industrial Drive, Bradley, Illinois 62015, PH: 615-630-4021, FX: 615-630-0810  
www.mga.com

JOB NO: 10-028 | DR BY: MLZ | SR: | PG: |  
DATE DRAWN: JAN. 8, 2012 | FILE:

# PLAT OF DEDICATION

FOR  
BAKER ROAD  
TO  
THE VILLAGE OF MANHATTAN  
OF



SCALE: 1" = 200'

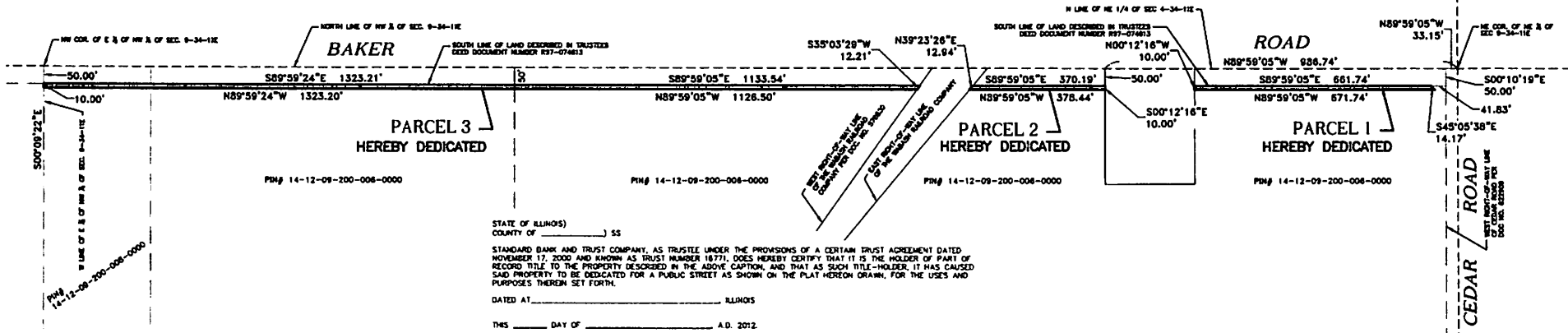
AREA TO BE DEDICATED

AREA = 34,943 SQ. FT. OR 0.802 ACRES

**PARCEL 1**  
THAT PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 89 DEGREES 59 MINUTES 05 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER 33.15 FEET TO THE WEST RIGHT OF WAY LINE OF CEDAR ROAD PER DOCUMENT NO. 622909; THENCE SOUTH 00 DEGREES 10 MINUTES 19 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE 50.00 FEET TO THE SOUTH LINE OF LAND DESCRIBED IN TRUSTEE'S DEED DOCUMENT NO. R97-074613; THENCE NORTH 89 DEGREES 59 MINUTES 05 SECONDS WEST ALONG SAID SOUTH LINE 41.83 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 45 DEGREES 05 MINUTES 30 SECONDS EAST 14.17 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 05 SECONDS WEST 671.74 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 16 SECONDS WEST 10.00 FEET TO THE SOUTH LINE OF LAND DESCRIBED IN TRUSTEE'S DEED DOCUMENT NO. R97-074613; THENCE SOUTH 89 DEGREES 59 MINUTES 05 SECONDS EAST ALONG SAID SOUTH LINE 661.74 FEET TO THE POINT OF BEGINNING.

**PARCEL 2**  
THAT PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 89 DEGREES 59 MINUTES 05 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER 926.74 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 16 SECONDS EAST 50.00 FEET TO THE SOUTH LINE OF LAND DESCRIBED IN TRUSTEE'S DEED DOCUMENT NO. R97-074613 FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 12 MINUTES 16 SECONDS EAST 10.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 05 SECONDS WEST 378.44 FEET TO THE EAST RIGHT OF WAY LINE OF THE WABASH RAILROAD COMPANY; THENCE NORTH 39 DEGREES 23 MINUTES 26 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE 12.94 FEET TO THE SOUTH LINE OF LAND DESCRIBED IN TRUSTEE'S DEED DOCUMENT NO. R97-074613; THENCE SOUTH 89 DEGREES 59 MINUTES 05 SECONDS EAST ALONG SAID SOUTH LINE 370.19 FEET TO THE POINT OF BEGINNING.

**PARCEL 3**  
THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE SOUTH 00 DEGREES 09 MINUTES 22 SECONDS EAST ALONG THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER 50.00 FEET TO THE SOUTH LINE OF LAND DESCRIBED IN TRUSTEE'S DEED DOCUMENT NO. R97-074613 FOR THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 59 MINUTES 24 SECONDS EAST ALONG THE SAID SOUTH LINE 1323.21 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 05 SECONDS EAST ALONG SAID SOUTH LINE 1133.54 FEET TO THE WEST RIGHT OF WAY LINE OF THE WABASH RAILROAD COMPANY PER DOCUMENT NO. 578830; THENCE SOUTH 35 DEGREES 03 MINUTES 29 SECONDS WEST ALONG SAID WEST RIGHT OF WAY LINE 12.21 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 05 SECONDS WEST 1126.50 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 24 SECONDS WEST 1323.20 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 22 SECONDS WEST ALONG THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER 10.00 FEET TO THE POINT OF BEGINNING.



STATE OF ILLINOIS)  
COUNTY OF \_\_\_\_\_ ) SS

STANDARD BANK AND TRUST COMPANY, AS TRUSTEE UNDER THE PROVISIONS OF A CERTAIN TRUST AGREEMENT DATED NOVEMBER 17, 2000 AND KNOWN AS TRUST NUMBER 18771, DOES HEREBY CERTIFY THAT IT IS THE HOLDER OF PART OF RECORD TITLE TO THE PROPERTY DESCRIBED IN THE ABOVE CAPTION, AND THAT AS SUCH TITLE-HOLDER, IT HAS CAUSED SAID PROPERTY TO BE DEDICATED FOR A PUBLIC STREET AS SHOWN ON THE PLAT HEREON GRAM, FOR THE USES AND PURPOSES THEREIN SET FORTH.

DATED AT \_\_\_\_\_ ILLINOIS  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2012.

STANDARD BANK AND TRUST COMPANY  
7000 WEST 95TH STREET  
HICKORY HILLS, ILLINOIS 60457  
(AS LIMITED BY INSTRUMENT)

BY: \_\_\_\_\_  
ATTEST: \_\_\_\_\_

STATE OF ILLINOIS)  
COUNTY OF WILL ) SS

THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MANHATTAN, COUNTY OF WILL, STATE OF ILLINOIS, HAS APPROVED AND ACCEPTED THIS PLAT OF DEDICATION.

APPROVED THIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2012.

BY: \_\_\_\_\_  
(VILLAGE PRESIDENT)

ATTEST: \_\_\_\_\_  
(VILLAGE CLERK, CHIEF)

STATE OF ILLINOIS)  
COUNTY OF \_\_\_\_\_ ) SS

\_\_\_\_\_, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT

\_\_\_\_\_, AND  
\_\_\_\_\_, OF  
\_\_\_\_\_, AS CUSTODIAN OF THE

\_\_\_\_\_, CORPORATE SEAL OF SAID STANDARD BANK AND TRUST COMPANY, DID THEN AND THEREAFTER SAID SEAL TO SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID STANDARD BANK AND TRUST COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2012.

\_\_\_\_\_  
(NOTARY PUBLIC)

STATE OF ILLINOIS)  
COUNTY OF KANKAKEE ) SS

M. GINGERICH, GERAUX AND ASSOCIATES, AN ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-001808 DOES HEREBY CERTIFY THAT THEY HAVE PREPARED THE PLAT HEREON DRAWN OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTION FOR THE PURPOSES OF DEDICATING A PUBLIC STREET. DISTANCES ARE GIVEN IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 20th DAY OF JANUARY, A.D. 2012.

MARK J. SCHERHOLZ  
ILLINOIS PROFESSIONAL LAND SURVEYOR #035-003105  
LICENSE EXPIRES NOVEMBER 30, 2012



PREPARED BY & RETURN TO:

**M. GINGERICH, GERAUX & ASSOCIATES** | **BRADLEY**  
ENGINEERING • PLANNING • SURVEYING

Bradley Office: 25420 S. Clover Rd, Manhattan, Illinois 62442, PH: 618-478-6020, FX: 618-478-6050

Manhattan Office: 25420 S. Clover Rd, Manhattan, Illinois 62442, PH: 618-478-6020, FX: 618-478-6050

www.mga.com

JOB NO: 10-028 DR. BY: MLZ ER: \_\_\_\_\_ PL: \_\_\_\_\_  
DATE DRAWN: JAN. 8, 2012 FILE: \_\_\_\_\_

X:\PROJECTS\10-208 Cedar Crossing\WORK\Manhattan\10-288 Plat-GA028-000.dwg, Layout1, 2/10/2012 8:25:53 AM, egs2008

# PLAT OF DEDICATION

## FOR BAKER ROAD

### TO THE VILLAGE OF MANHATTAN

#### OF

THE NORTH 60.00 FEET OF THE EAST 750 FEET OF THE WEST 1049 FEET OF THE NORTH 750 FEET OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS, EXCEPT THE EAST 110 FEET OF THE WEST 779 FEET OF THE NORTH 220 FEET OF SAID NORTHWEST QUARTER AND ALSO EXCEPT THE EAST 100 FEET OF THE WEST 669 OF THE NORTH 200 FEET OF SAID NORTHWEST QUARTER.

STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ ) SS

FIRST BANK OF MANHATTAN, AS TRUSTEE UNDER THE PROVISIONS OF A CERTAIN TRUST AGREEMENT DATED DECEMBER 13th, 1974 AND KNOWN AS TRUST NUMBER 317, DOES HEREBY CERTIFY THAT IT IS THE HOLDER OF RECORD TITLE TO THE PROPERTY DESCRIBED IN THE ABOVE CAPTION, AND THAT AS SUCH TITLE-HOLDER, IT HAS CAUSED SAID PROPERTY TO BE DEDICATED FOR A PUBLIC STREET AS SHOWN ON THE PLAT HEREON DRAWN, FOR THE USES AND PURPOSES THEREIN SET FORTH.

DATED AT \_\_\_\_\_ ILLINOIS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2012.

FIRST BANK OF MANHATTAN  
550 WEST NORTH STREET  
MANHATTAN, ILLINOIS 60442  
(AS TRUSTEE AS AFORESAID)

BY: \_\_\_\_\_  
ATTEST: \_\_\_\_\_

STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ ) SS

I, \_\_\_\_\_ A  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY  
CERTIFY THAT

(NAME) (TITLE) AND

(NAME) (TITLE) OF

FIRST NATIONAL BANK OF MANHATTAN, BOTH PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID FIRST BANK OF MANHATTAN, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND SAID

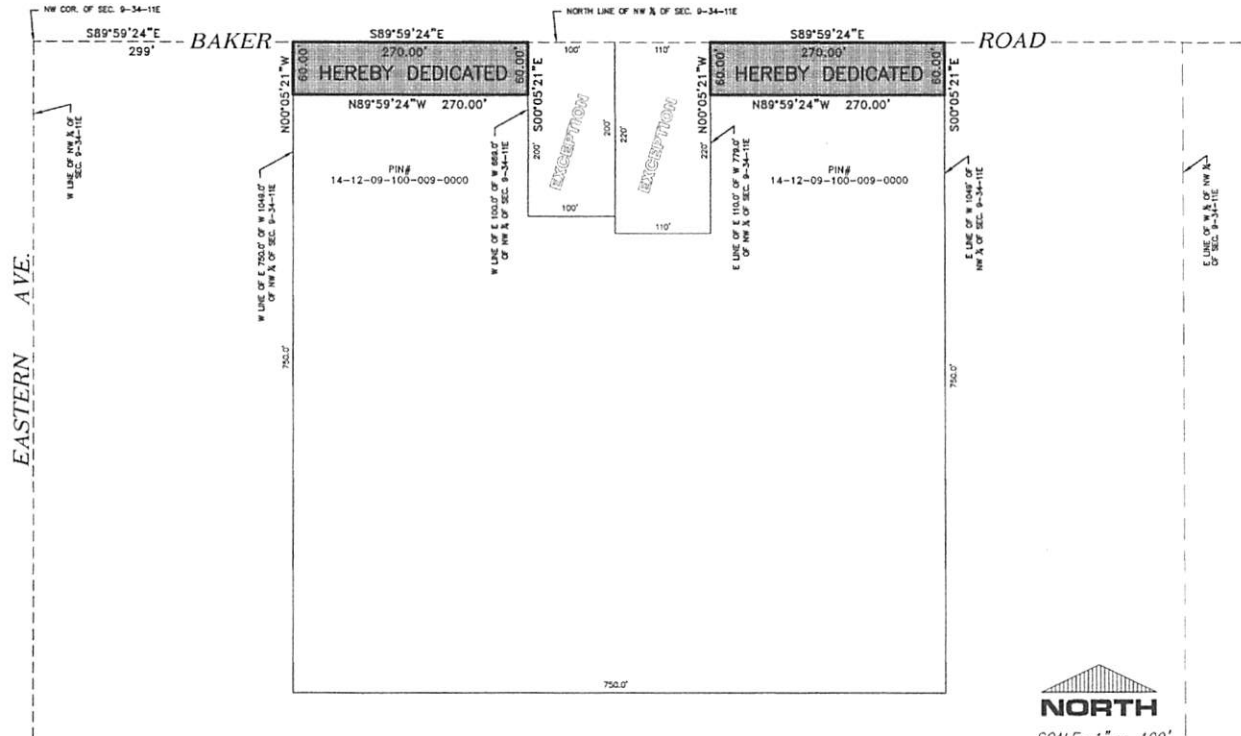
(NAME) AS CUSTODIAN OF THE

CORPORATE SEAL OF SAID FIRST BANK OF MANHATTAN, DID THEN AND THERE AFFIX SAID SEAL TO SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID FIRST BANK OF MANHATTAN, FOR THE USES AND PURPOSES THEREIN SET FORTH

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS \_\_\_\_\_ DAY OF

\_\_\_\_\_ A.D. 2012.

(NOTARY PUBLIC)



SCALE: 1" = 100'

AREA TO BE DEDICATED  
AREA = 32,400 SQ. FT OR 0.744 ACRES

STATE OF ILLINOIS )  
COUNTY OF KANKAKEE ) SS

M. GINGERICH, GEREUX AND ASSOCIATES, AN ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-001808 DOES HEREBY CERTIFY THAT THEY HAVE PREPARED THE PLAT HEREON DRAWN OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTION FOR THE PURPOSES OF DEDICATING A PUBLIC STREET. DISTANCES ARE GIVEN IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 20th DAY OF JANUARY, A.D. 2012.

MARK J. SCHERHOLZ  
ILLINOIS PROFESSIONAL LAND SURVEYOR #035-003105  
LICENSE EXPIRES NOVEMBER 30, 2012



STATE OF ILLINOIS )  
COUNTY OF WILL ) SS

THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MANHATTAN, COUNTY OF WILL, STATE OF ILLINOIS, HAS APPROVED AND ACCEPTED THIS PLAT OF DEDICATION.

APPROVED THIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2012.

BY: \_\_\_\_\_  
(VILLAGE PRESIDENT)

ATTEST: \_\_\_\_\_  
(VILLAGE CLERK, Owner)

PREPARED BY & RETURN TO:

<b>M. GINGERICH, GEREUX &amp; ASSOCIATES</b>		<b>BRADLEY</b>
ENGINEERING • PLANNING		SURVEYING
Bradley Office 240 N. Industrial Drive Bradley, Illinois 60915 PH. 815-939-4821 FX. 815-939-9810	 Manhattan Office 25620 S. Gougar Rd Manhattan, Illinois 60442 PH. 815-478-9680 FX. 815-478-9685 www.mg2a.com	

JOB NO: 10-288	DR BY: MLZ	SB: -	PG: -
DATE DRAWN: JAN. 5, 2012	FILE:		



# PLAT OF DEDICATION

## FOR BAKER ROAD TO THE VILLAGE OF MANHATTAN OF

THE NORTH 60.00 FEET OF THE EAST 100 FEET OF THE WEST 669 FEET OF THE NORTH 200 FEET OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS.

STATE OF ILLINOIS)  
COUNTY OF \_\_\_\_\_) SS

FIRST BANK OF MANHATTAN, AS TRUSTEE UNDER THE PROVISIONS OF A CERTAIN TRUST AGREEMENT DATED JUNE 1st, 1998 AND KNOWN AS TRUST NUMBER 381, DOES HEREBY CERTIFY THAT IT IS THE HOLDER OF RECORD TITLE TO THE PROPERTY DESCRIBED IN THE ABOVE CAPTION, AND THAT AS SUCH TITLE-HOLDER, IT HAS CAUSED SAID PROPERTY TO BE DEDICATED FOR A PUBLIC STREET AS SHOWN ON THE PLAT HEREON DRAWN, FOR THE USES AND PURPOSES THEREIN SET FORTH.

DATED AT \_\_\_\_\_, ILLINOIS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2012.

FIRST BANK OF MANHATTAN  
550 WEST NORTH STREET  
MANHATTAN, ILLINOIS 60442  
(AS TRUSTEE AS AFORESAID)

BY: \_\_\_\_\_  
ATTEST: \_\_\_\_\_

STATE OF ILLINOIS)  
COUNTY OF \_\_\_\_\_) SS

\_\_\_\_\_, A  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY  
CERTIFY THAT

\_\_\_\_\_, AND

\_\_\_\_\_, OF

FIRST NATIONAL BANK OF MANHATTAN, BOTH PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID FIRST BANK OF MANHATTAN, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND SAID

\_\_\_\_\_, AS CUSTODIAN OF THE

CORPORATE SEAL OF SAID FIRST BANK OF MANHATTAN, DID THEN AND THERE AFFIX SAID SEAL TO SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID FIRST BANK OF MANHATTAN, FOR THE USES AND PURPOSES THEREIN SET FORTH

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS \_\_\_\_\_ DAY OF

\_\_\_\_\_, A.D. 2012.

\_\_\_\_\_  
(NOTARY PUBLIC)

STATE OF ILLINOIS)  
COUNTY OF KANKAKEE) SS

M. GINGERICH, GEREUX AND ASSOCIATES, AN ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-001808 DOES HEREBY CERTIFY THAT THEY HAVE PREPARED THE PLAT HEREON DRAWN OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTION FOR THE PURPOSES OF DEDICATING A PUBLIC STREET. DISTANCES ARE GIVEN IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 20th DAY OF JANUARY, A.D. 2012.

MARK J. SCHERHOLZ  
ILLINOIS PROFESSIONAL LAND SURVEYOR #035-003105  
LICENSE EXPIRES NOVEMBER 30, 2012



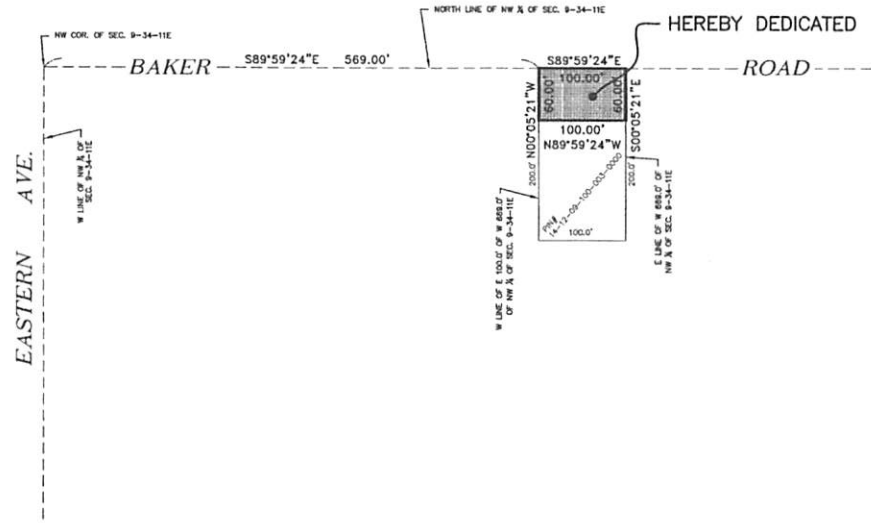
STATE OF ILLINOIS)  
COUNTY OF WILL) SS

THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MANHATTAN, COUNTY OF WILL, STATE OF ILLINOIS, HAS APPROVED AND ACCEPTED THIS PLAT OF DEDICATION.

APPROVED THIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2012.

BY: \_\_\_\_\_  
(VILLAGE PRESIDENT)

ATTEST: \_\_\_\_\_  
(VILLAGE CLERK, Owner)



AREA TO BE DEDICATED  
AREA = 6000 SQ. FT OR 0.138 ACRES

PREPARED BY & RETURN TO:

<b>M. GINGERICH, GEREUX &amp; ASSOCIATES</b> ENGINEERING • PLANNING	<b>BRADLEY</b> CHICAGO SURVEYING
Brady Office 240 N. Industrial Drive Bradley, Illinois 60015 PH. 815-939-4921 FX. 815-939-9810	Manhattan Office 25620 S. Gougar Rd Manhattan, Illinois 60442 PH. 815-478-9690 FX. 815-478-9605
JOB NO: 10-286	DR BY: MLZ
DATE DRAWN: JAN. 5, 2012	FILE:

X:\PROJECTS\2010\10-286 Cedar Crossing\DWG\2-DWG-Arrest19-289 PLO-BAKER-001.dwg, Layout1, 2/6/2012 2:30:47 PM, m202012

# PLAT OF DEDICATION

## FOR BAKER ROAD TO THE VILLAGE OF MANHATTAN OF

THE NORTH 60.00 FEET OF THE EAST 110 FEET OF THE WEST 779 FEET OF THE NORTH 220 FEET OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS.

STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ ) SS

FIRST BANK OF MANHATTAN, AS TRUSTEE UNDER THE PROVISIONS OF A CERTAIN TRUST AGREEMENT DATED JANUARY 2nd, 2008 AND KNOWN AS TRUST NUMBER 623, DOES HEREBY CERTIFY THAT IT IS THE HOLDER OF RECORD TITLE TO THE PROPERTY DESCRIBED IN THE ABOVE CAPTION, AND THAT AS SUCH TITLE-HOLDER, IT HAS CAUSED SAID PROPERTY TO BE DEDICATED FOR A PUBLIC STREET AS SHOWN ON THE PLAT HEREON DRAWN, FOR THE USES AND PURPOSES THEREIN SET FORTH.

DATED AT \_\_\_\_\_, ILLINOIS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2012.

FIRST BANK OF MANHATTAN  
550 WEST NORTH STREET  
MANHATTAN, ILLINOIS 60442  
(AS TRUSTEE AS AFORESAID)

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ ) SS

I, \_\_\_\_\_ A  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY  
CERTIFY THAT

(NAME) (TITLE) AND

(NAME) (TITLE) OF

FIRST NATIONAL BANK OF MANHATTAN, BOTH PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID FIRST BANK OF MANHATTAN, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND SAID

\_\_\_\_\_ AS CUSTODIAN OF THE  
(NAME)

CORPORATE SEAL OF SAID FIRST BANK OF MANHATTAN, DID THEN AND THERE AFFIX SAID SEAL TO SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID FIRST BANK OF MANHATTAN, FOR THE USES AND PURPOSES THEREIN SET FORTH

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS \_\_\_\_\_ DAY OF

\_\_\_\_\_, A.D. 2012.

(NOTARY PUBLIC)

STATE OF ILLINOIS )  
COUNTY OF WILL ) SS

THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MANHATTAN, COUNTY OF WILL, STATE OF ILLINOIS, HAS APPROVED AND ACCEPTED THIS PLAT OF DEDICATION.

APPROVED THIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2012.

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
(VILLAGE CLERK, Officer)

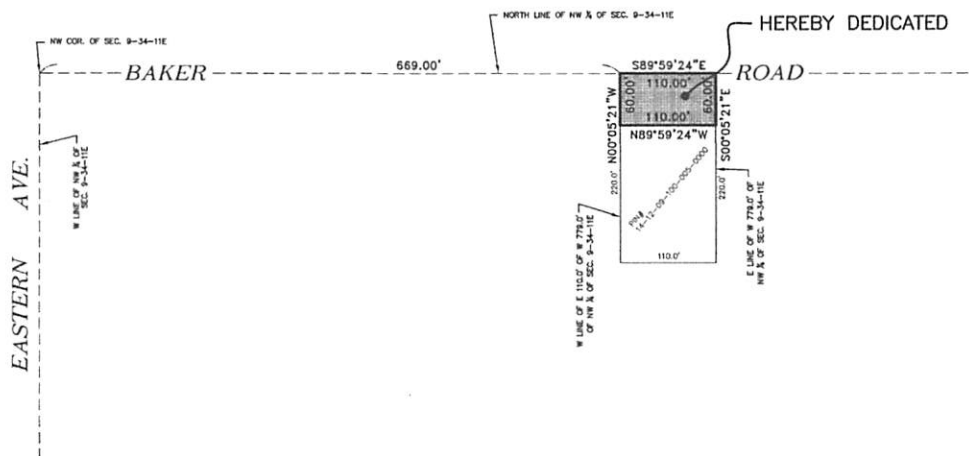


STATE OF ILLINOIS )  
COUNTY OF KANKAKEE ) SS

M. GINGERICH, GEREUX AND ASSOCIATES, AN ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-001808 DOES HEREBY CERTIFY THAT THEY HAVE PREPARED THE PLAT HEREON DRAWN OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTION FOR THE PURPOSES OF DEDICATING A PUBLIC STREET. DISTANCES ARE GIVEN IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 20th DAY OF JANUARY, A.D. 2012.

MARK J. SCHIERHOLZ  
ILLINOIS PROFESSIONAL LAND SURVEYOR #035-003105  
LICENSE EXPIRES NOVEMBER 30, 2012



SCALE: 1" = 100'

AREA = 6600 SQ. FT OR 0.152 ACRES

PREPARED BY & RETURN TO:

<b>M. GINGERICH, GEREUX &amp; ASSOCIATES</b> ENGINEERING • PLANNING	<b>BRADLEY OFFICE</b> Design Firm No. 184-001808 SURVEYING
	Manhattan Office 25620 S. Georgia Rd. Manhattan, Illinois 60442 PH: 815-939-4921 FX: 815-939-9910

JOB NO: 10-206	DR BY: MLZ	SD: -	PG: -
DATE DRAWN: JAN. 5, 2012	FILE:		

X:\PROJECTS\10-206 Clear Crossing\DWG\2-Annex10-206 Pld-Baker-100-005.dwg, Layout1, 2/8/2012 2:29:04 PM, mgjgss