

ORDINANCE NO. 6401

**ORDINANCE AUTHORIZING THE EXECUTION OF A
PURCHASE AND DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF PERU AND BERNARD T. ERNAT
AND PATRICIA A. ERNAT**

WHEREAS, the City of Peru, an Illinois home rule municipal corporation ("City"), has the authority to promote the health, safety, morals and welfare of the City and its citizens and to promote the development of private property, thereby increasing the tax base of the City and providing employment for its citizens; and

WHEREAS, the City has certain inherent powers including, but not limited to, the police power and the power to protect against and abate nuisances; and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5, the City is authorized to appropriate and expend funds for the promotion of economic development within the municipality; and

WHEREAS, Bernard T. Ernat and Patricia A. Ernat ("Ernats") are the fee simple title holders of certain real estate legally described and depicted on "Exhibit A" (the "Development Property"), attached hereto and made a part hereof; and

WHEREAS, the City has indicated an intention and desire to acquire certain parts of the Development Property from the Ernats through dedication, including the "Midtown Road Dedication," legally described and depicted on "Exhibit B" attached hereto and incorporated herein, for the purpose of extending Midtown Road westward from North Peoria Street to Plank Road; and the "Plank Road Dedication," legally described and depicted on "Exhibit C" attached hereto and incorporated herein, for the purpose of widening Plank Road and extending utilities, including power poles, northwest along Plank Road on the western boundary of the Development Property; and

WHEREAS, the City has further indicated an intention and desire to acquire approximately 6.527 acres of the Development Property from the Ernats for the negotiated sale price of \$391,620.00, said parcel being legally described and depicted on “Exhibit D” (the “Future Police Station Site”), to potentially develop in the future as the City police headquarters; and

WHEREAS, the Ernats have indicated an intention and desire to dedicate the Midtown Road Dedication and Plank Road Dedication to the City, and to sell the Future Police Station Site to the City pursuant to the terms and conditions of the Purchase and Development Agreement (“Agreement”), attached hereto and incorporated herein as “Exhibit E”; and

WHEREAS, the City Council finds and determines the Agreement and the acquisition of the Future Police Station Site is a matter pertaining to the government and affairs of the City, is a proper public purpose, is in the best interest of the City, and promotes the general welfare of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PERU, LASALLE COUNTY, ILLINOIS, A HOME RULE MUNICIPALITY, AS FOLLOWS:

SECTION 1: Recitals. The City Council finds as facts the recitals hereinbefore set forth.

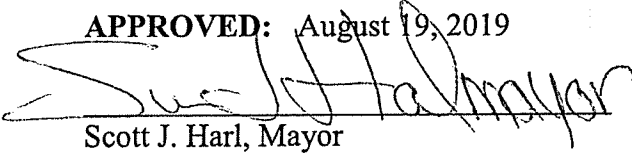
SECTION 2: Authorization. The Mayor and City Clerk and each of them, for and behalf of the City, are hereby authorized and directed to execute the Agreement, purchase the Future Police Station Site, accept the Midtown Road Dedication and Plank Road Dedication, and to perform all acts and deeds necessary to effect and fulfill the terms of the Agreement.


SECTION 3: Appropriation. There is hereby appropriated the sum of \$391,620.00 necessary to complete the purchase of the Future Police Station Site pursuant to the terms of the Agreement.

SECTION 4: Effective Date. This Ordinance shall be in full force and effect immediately from and after its passage and approval as provided by law.

PRESENTED, PASSED, AND ADOPTED at a regular meeting of the City Council of the City of Peru, Illinois, by an aye and nay roll call vote, with 5 voting aye, 0 voting nay, 3 absent, and Mayor Harl NOT voting _____, which meeting was held on the 19th day of August, 2019.

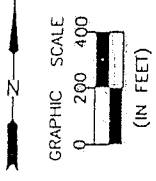


APPROVED: August 19, 2019

 Scott J. Harl, Mayor

ATTEST:

 David R. Bartley
 City Clerk

<u>Aldermen</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Ferrari	X		
Waldorf			X
Lukosus	X		
Radtke			X
Sapienza			X
Payton	X		
Ballard	X		
Buffo	X		

DEVELOPMENT PROPERTY EXHIBIT FOR PART OF SECTION 8, T. 33 N., R. 1 E., OF THE 3rd P.M. CITY OF PERU JUNE, 2019

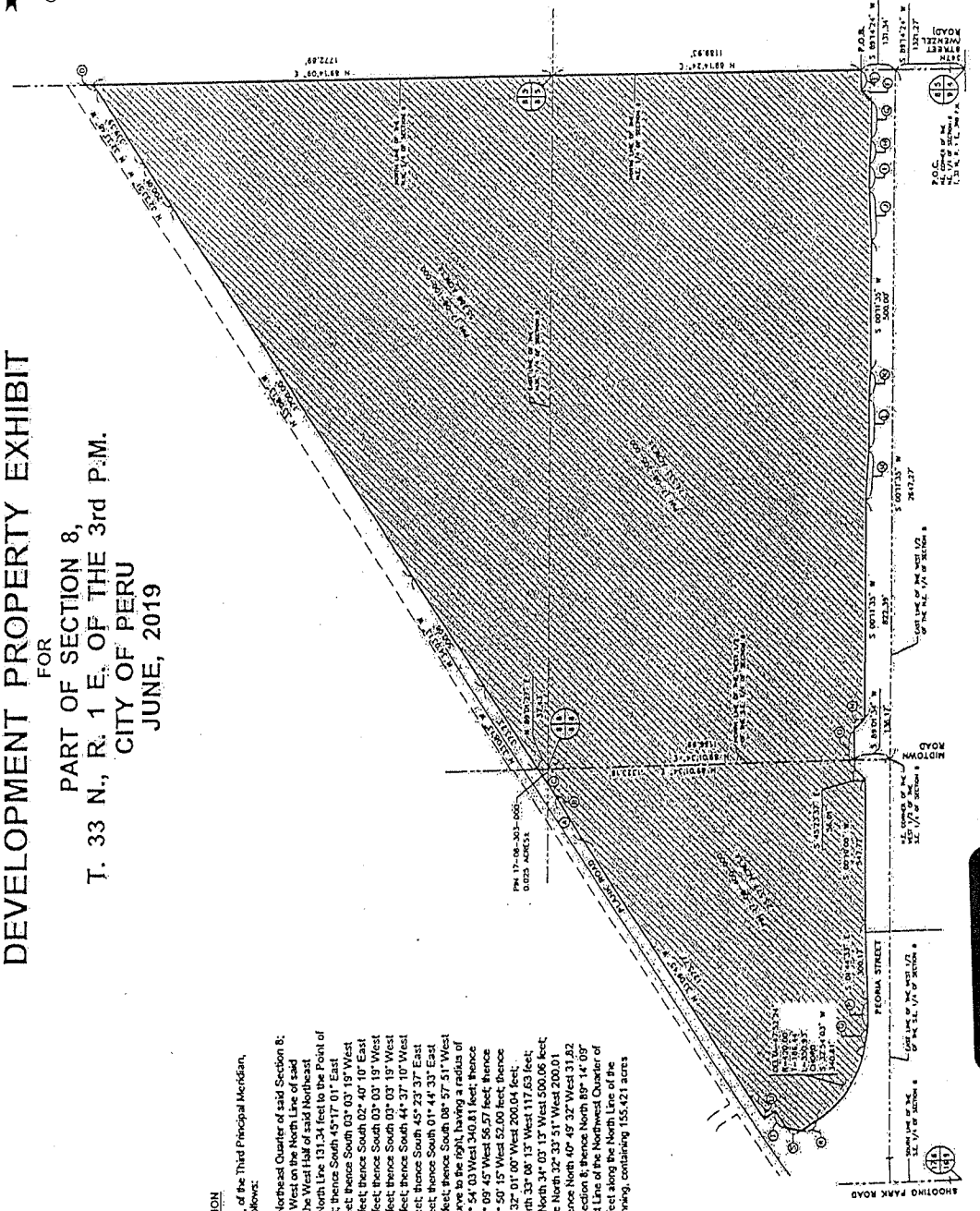


- LEGEND**
- BOUNDARY OF DEVELOPMENT PROPERTY
 - EXISTING RIGHT-OF-WAY LINE
 - SECTION LINE
 - P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING

LEGAL DESCRIPTION

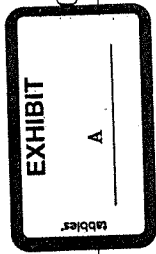
Part of Section 8, Township 33 North, Range 1 East, of the Third Principal Meridian, City of Peru, LaSalle County, Illinois, described as follows:

Commencing at the Northeast Corner of the Northeast Quarter of said Section 8; thence North 89° 14' 24" West 150.00 feet to the North Line of said Northeast Quarter 1,321.27 feet to the East Line of the West Half of said Northeast Quarter; thence South 89° 14' 24" West along said North Line 131.34 feet to the Point of Beginning; thence South 00° 45' 35" East 80.00 feet; thence South 03° 03' 19" West 56.10 feet; thence South 00° 11' 35" West 150.35 feet; thence South 02° 40' 10" East 100.12 feet; thence South 00° 11' 35" West 500.00 feet; thence South 03° 03' 19" West 200.25 feet; thence South 00° 11' 35" West 500.00 feet; thence South 03° 03' 19" West 200.25 feet; thence South 00° 11' 35" West 500.00 feet; thence South 44° 37' 10" West 57.13 feet; thence South 01° 43' 25" East 150.01 feet; thence South 45° 23' 37" East 300.17 feet; thence South 00° 10' 00" West 547.72 feet; thence South 01° 44' 33" East 65.00 feet; thence Northwesterly 550.93 feet on a curve to the right, having a radius of 420.00 feet, the chord of said curve bears South 78° 09' 45" West 156.57 feet; thence North 33° 09' 45" West 40.00 feet; thence South 56° 59' 15" West 52.00 feet; thence North 33° 09' 45" West 127.57 feet; thence North 32° 01' 00" West 200.04 feet; thence North 33° 08' 13" West 373.23 feet; thence North 34° 03' 13" West 500.06 feet; thence North 33° 08' 13" West 1,700.00 feet; thence North 32° 33' 51" West 200.01 feet; thence North 32° 39' 48" West 339.59 feet; thence North 40° 49' 32" West 31.82 feet to the North Line of the Northwest Quarter of Section 8; thence North 89° 14' 09" East 1,772.89 feet along said North Line to the East Line of the Northwest Quarter of Section 8; thence North 89° 14' 24" East 1,189.93 feet along the North Line of the Northeast Quarter of Section 8 to the Point of Beginning, containing 155.421 acres more or less.



- 1. S. 89°14'24" W. 150.00'
- 2. S. 03°03'19" W. 56.10'
- 3. S. 00°11'35" W. 150.35'
- 4. S. 02°40'10" E. 100.12'
- 5. S. 00°11'35" W. 500.00'
- 6. S. 03°03'19" W. 200.25'
- 7. S. 00°11'35" W. 500.00'
- 8. S. 03°03'19" W. 200.25'
- 9. S. 00°11'35" W. 500.00'
- 10. S. 44°37'10" W. 57.13'
- 11. S. 45°23'37" E. 300.17'
- 12. S. 01°44'33" E. 65.00'
- 13. Chord of curve, S. 78°09'45" W. 156.57'
- 14. N. 33°09'45" W. 40.00'
- 15. S. 56°59'15" W. 52.00'
- 16. N. 33°09'45" W. 127.57'
- 17. N. 32°01'00" W. 200.04'
- 18. N. 33°08'13" W. 373.23'
- 19. N. 34°03'13" W. 500.06'
- 20. N. 33°08'13" W. 1,700.00'
- 21. N. 32°33'51" W. 200.01'
- 22. N. 32°39'48" W. 339.59'
- 23. N. 40°49'32" W. 31.82'
- 24. N. 89°14'09" E. 1,772.89'
- 25. N. 89°14'24" E. 1,189.93'

EXHIBIT	PERU OTTAWA MORRIS ILLINOIS	DRAWN BY: M7 CHECKED BY: SWS DATE: 06/18	CURRENT AS OF: 06/18/2019 SCALE: AS SHOWN FILE NO. 180305051-7
A			SHEET 1 OF 1



RIGHT-OF-WAY CONVEYANCE PLAT

FOR
**PART OF SECTION 8,
 T. 33 N., R. 1 E. OF THE 3rd P.M.
 CITY OF PERU
 JUNE, 2019**

SURVEYOR'S CERTIFICATE

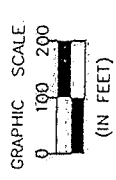
I, Scott M. Spoyer, Illinois Professional Land Surveyor, do hereby certify that I have prepared this Right-of-Way Conveyance Plat in a true and correct representation of said survey and conforms to the Illinois Plat Act, Section 10(b)(6).

Dated of Peru, Illinois this 4th day of JUNE, 2019.

BY: Scott M. Spoyer
 Illinois Professional Land Surveyor No. 035-003845
 Chamlin & Associates, Inc.
 Expiration date: Nov. 30, 2020



PROFESSIONAL DESIGNER
 LICENSE NO. 184-000117
 STATE OF ILLINOIS



BERNARD T. ERNAT AND PATRICIA A. ERNAT
 TOTAL HOLDING = 255.903 AC. [11,147.133 SQ. FT.] ±
 TOTAL R.O.W. REQUIRED = 3,242 AC. [141,216 SQ. FT.] ±
 AREA IN EXISTING R.O.W. = 0 AC. [0 SQ. FT.] ±
 NET AREA REQ'D = 3,242 AC. [141,216 SQ. FT.] ±
 REMAINDER = 252.661 AC. [11,005,917 SQ. FT.] ±

PIN 17-08-205-000

AREA REMAINING THIS SIDE = 230.982 AC. [10,061,571 SQ. FT.] ±

LEGEND

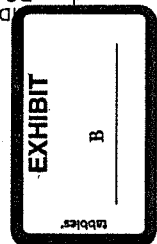
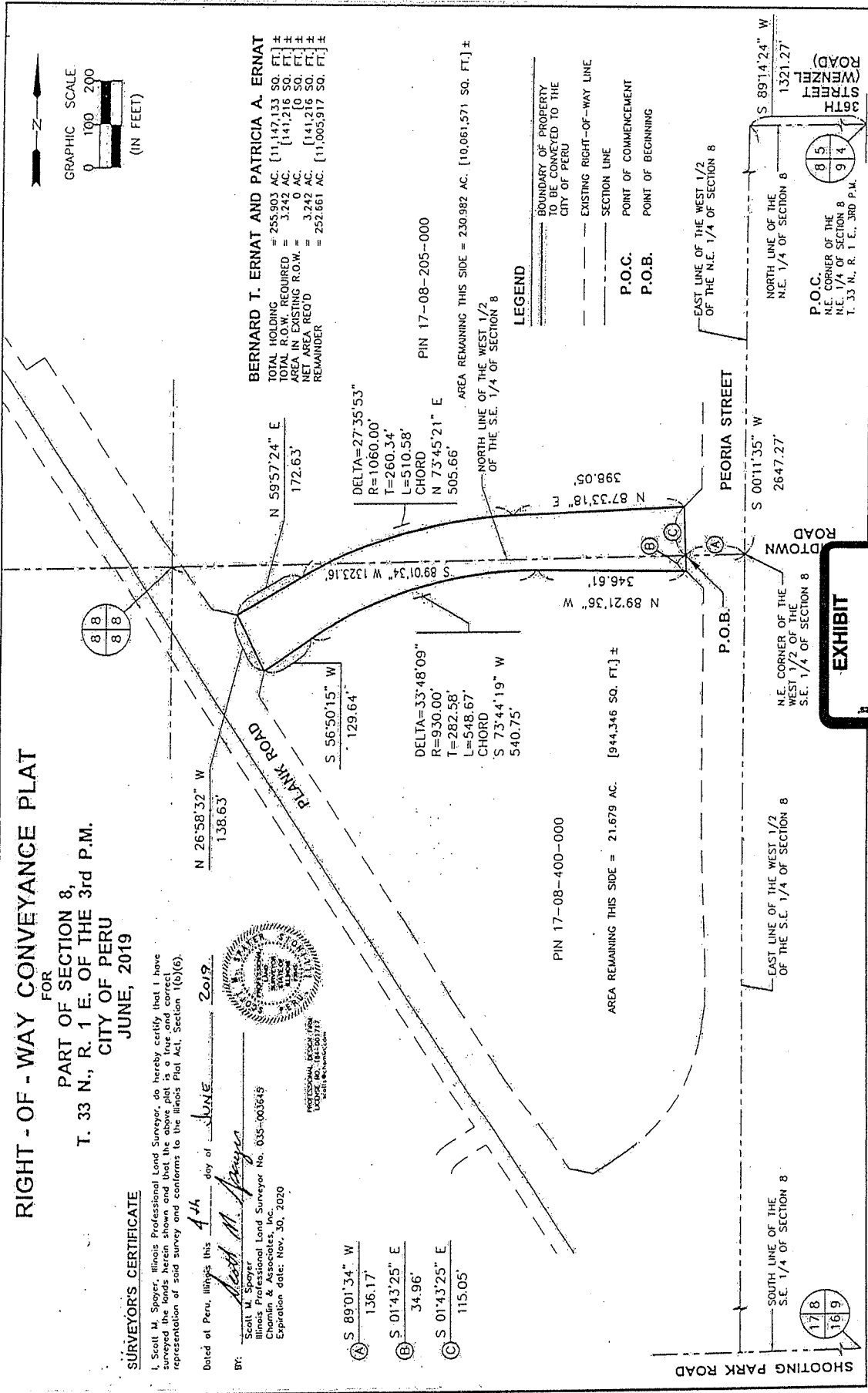
- BOUNDARY OF PROPERTY TO BE CONVEYED TO THE CITY OF PERU
- EXISTING RIGHT-OF-WAY LINE
- SECTION LINE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

DELTA=27°35'53"
 R=1060.00'
 T=260.34'
 L=510.58'
 CHORD
 N 73°45'21" E
 505.66'

DELTA=33°48'09"
 R=930.00'
 T=282.58'
 L=548.67'
 CHORD
 S 73°44'19" W
 540.75'

PIN 17-08-400-000

AREA REMAINING THIS SIDE = 21,679 AC. [944,346 SQ. FT.] ±



CHAMLIN & ASSOCIATES, INC. © 2019
 Drawing Name: C:\Users\18520-05-Peru-Midwest-Road-Ext-1a-Plank-Road\CD\004-CONVEYANCE-1708-08-400-000-Right-of-Way-Plat.dwg Last Modified: Jun 04, 2019 - 12:11pm Printed on: Jun 04, 2019 - 2:11pm by mrc

RIGHT-OF-WAY CONVEYANCE – MIDTOWN ROAD

LEGAL DESCRIPTION

Part of Section 8, Township 33 North, Range 1 East, of the Third Principal Meridian, City of Peru, LaSalle County, Illinois, described as follows:

Commencing at the Northeast Corner of the Northeast Quarter of said Section 8; thence on an assumed bearing of South 89° 14' 24" West on the North Line of said Northeast Quarter 1,321.27 feet to the East Line of the West Half of said Northeast Quarter; thence South 00° 11' 35" West on said East Line 2,647.27 feet to the Northeast Corner of the West Half of the Southeast Quarter; thence South 89° 01' 34" West on the North Line of the West Half of said Southeast Quarter 136.17 feet to the Point of Beginning; thence South 01° 43' 25" East 34.96 feet; thence North 89° 21' 36" West 346.61 feet; thence Southwesterly 548.67 feet on a curve to the left, having a radius of 930.00 feet, the chord of said curve bears South 73° 44' 19" West 540.75 feet; thence South 56° 50' 15" West 129.64 feet; thence North 26° 58' 32" West 138.63 feet; thence North 59° 57' 24" East 172.63 feet; thence Northeasterly 510.58 feet on a curve to the right, having a radius of 1,060.00 feet, the chord of said curve bears North 73° 45' 21" East 505.66 feet; thence North 87° 33' 18" East 398.05 feet; thence South 01° 43' 25" East 115.05 feet to the Point of Beginning, containing 3.242 acres, more or less.

PIN 17-08-205-000; 17-08-400-000

RIGHT - OF - WAY CONVEYANCE PLAT
 FOR
PART OF SECTION 8,
T. 33 N., R. 1 E. OF THE 3rd P.M.
CITY OF PERU
JUNE, 2019

SURVEYOR'S CERTIFICATE

I, Scott M. Speyer, Illinois Professional Land Surveyor, do hereby certify that I have surveyed the lands herein shown and that the above plat is a true and correct representation of said survey and conforms to the Illinois Plat Act, Section 1(b)(6).

Dated at Peru, Illinois, this 4th day of JUNE, 2019.

BY: Scott M. Speyer
 Illinois Professional Land Surveyor No. 035-003645
 Commission Expires: Nov. 30, 2020



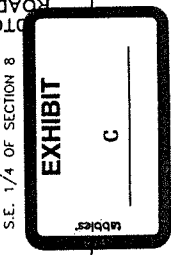
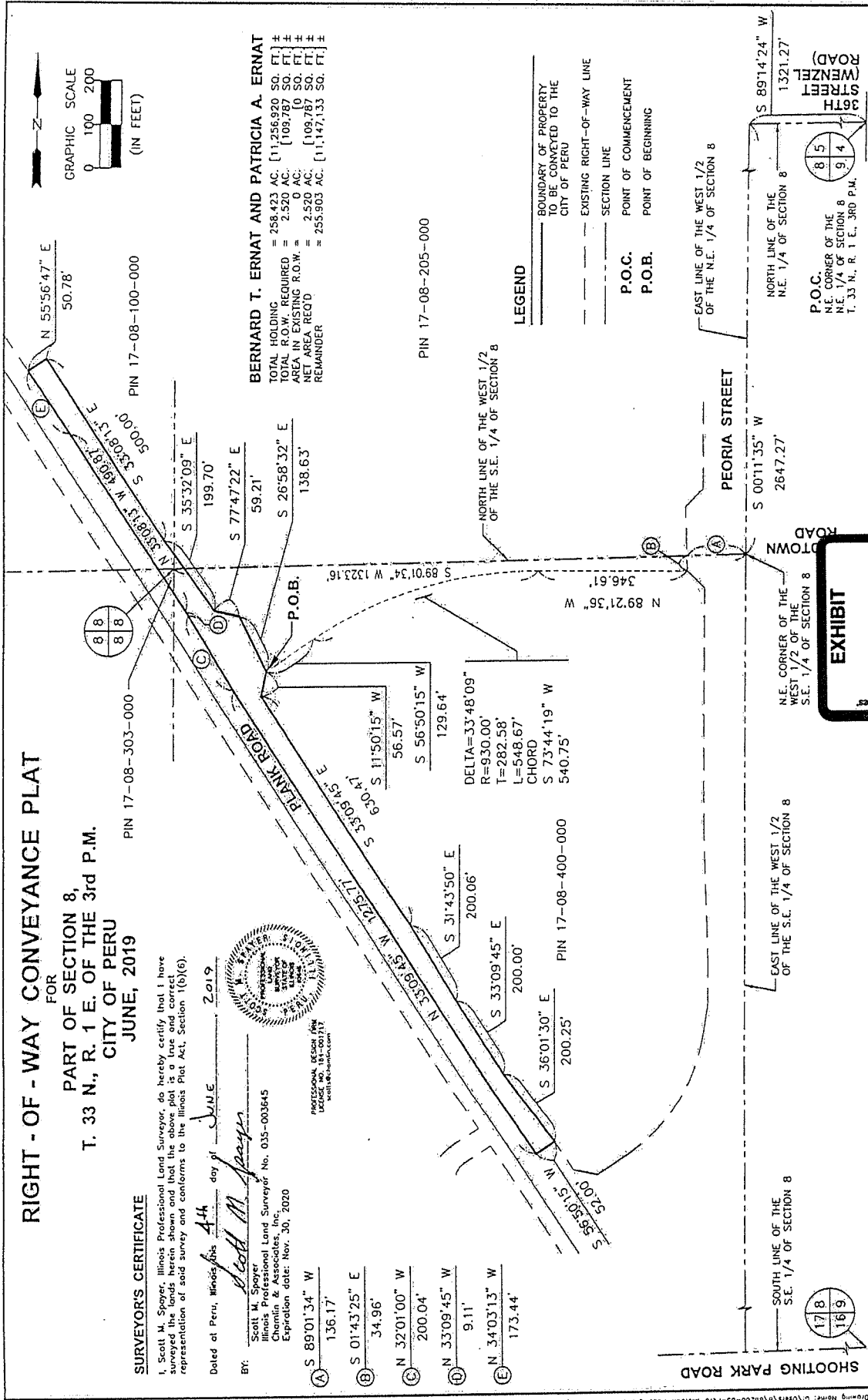
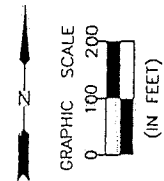
- (A) S 89°01'34" W 136.17'
- (B) S 01°43'25" E 34.96'
- (C) N 32°01'00" W 200.04'
- (D) N 33°09'45" W 9.11'
- (E) N 34°03'13" W 173.44'

BERNARD T. ERNAT AND PATRICIA A. ERNAT
 TOTAL HOLDING = 258.423 AC. [11,256,920 SQ. FT.] ±
 TOTAL R.O.W. REQUIRED = 2,520 AC. [109,787 SQ. FT.] ±
 AREA IN EXISTING R.O.W. = 0 AC. [0 SQ. FT.] ±
 NET AREA REQD = 2,520 AC. [109,787 SQ. FT.] ±
 REMAINDER = 255,903 AC. [11,147,133 SQ. FT.] ±

PIN 17-08-205-000

DELTA=33°48'09"
 R=930.00'
 L=282.58'
 CHORD
 S 73°44'19" W 540.75'

LEGEND
 _____ BOUNDARY OF PROPERTY TO BE CONVEYED TO THE CITY OF PERU
 - - - - - EXISTING RIGHT-OF-WAY LINE
 P.O.C. POINT OF COMMENCEMENT
 P.O.B. POINT OF BEGINNING



CHAMPLIN & ASSOCIATES, INC. © 2019 Drawing Name: C:\Users\j\Documents\Road\Blank-Road\17-08-205-000-CONVEYANCE-PLAT\RD-17-08-205-000-CONVEYANCE-PLAT.dwg Plot Date: Jun 04, 2019 - 12:00pm Printed on: Jun 04, 2019 - 2:13pm by nancy

RIGHT-OF-WAY CONVEYANCE – PLANK ROAD

LEGAL DESCRIPTION

Part of Section 8, Township 33 North, Range 1 East, of the Third Principal Meridian, City of Peru, LaSalle County, Illinois, described as follows:

Commencing at the Northeast Corner of the Northeast Quarter of said Section 8; thence on an assumed bearing of South 89° 14' 24" West on the North Line of said Northeast Quarter 1,321.27 feet to the East Line of the West Half of said Northeast Quarter; thence South 00° 11' 35" West on said East Line 2,647.27 feet to the Northeast Corner of the West Half of the Southeast Quarter; thence South 89° 01' 34" West on the North Line of the West Half of said Southeast Quarter 136.17 feet; thence South 01° 43' 25" East 34.96 feet; thence North 89° 21' 36" West 346.61 feet; thence Southwesterly 548.67 feet on a curve to the left, having a radius of 930.00 feet, the chord of said curve bears South 73° 44' 19" West 540.75 feet; thence South 56° 50' 15" West 129.64 feet to the Point of Beginning; thence South 11° 50' 15" West 56.57 feet; thence South 33° 09' 45" East 630.47 feet; thence South 31° 43' 50" East 200.06 feet; thence South 33° 09' 45" East 200.00 feet; thence South 36° 01' 30" East 200.25 feet; thence South 56° 50' 15" West 52.00 feet; thence North 33° 09' 45" West 1,275.77 feet; thence North 32° 01' 00" West 200.04 feet; thence North 33° 09' 45" West 9.11 feet; thence North 33° 08' 13" West 490.87 feet; thence North 34° 03' 13" West 173.44 feet; thence North 55° 56' 47" East 50.78 feet; thence South 33° 08' 13" East 500.00 feet; thence South 35° 32' 09" East 199.70 feet; thence South 77° 47' 22" East 59.21 feet; thence South 26° 58' 32" East 138.63 feet to the Point of Beginning, containing 2.520 acres, more or less.

PIN 17-08-205-000, 17-08-303-000, 17-08-400-000, 17-08-100-000

PROPERTY EXHIBIT
FOR
PART OF SECTION 8,
T. 33 N., R. 1 E. OF THE 3rd P.M.
CITY OF PERU
JUNE, 2019

- (A) S 89°01'34" W
136.17'
- (B) S 01°43'25" E
34.96'
- (C) S 45°23'37" E
56.01'
- (D) N 59°03'37" W
68.59'

- LEGEND**
- BOUNDARY OF PROPERTY
 - - - EXISTING RIGHT-OF-WAY LINE
 - - - SECTION LINE
 - P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING
 - ↔ CURRENT COMMON OWNERSHIP



NORTH LINE OF THE WEST 1/2 OF THE S.E. 1/4 OF SECTION 8

LEGAL DESCRIPTION

Part of Section 8, Township 33 North, Range 1 East, of the Third Principal Meridian, City of Peru, LaSalle County, Illinois, described as follows:

Commencing at the Northeast Corner of the Northeast Quarter of said Section 8; thence on an assumed bearing of South 89° 14' 24" West on the North Line of said Northeast Quarter to the North Line of said Northeast Quarter, a distance of 1321.27 feet to the Northeast Corner of the West Half of the Southeast Quarter; thence South 89° 01' 34" West on the North Line of the West Half of said Southeast Quarter 136.17 feet; thence South 01° 43' 25" East 34.96 feet to the Point of Beginning; thence South 45° 23' 37" East 56.01 feet; thence South 00° 10' 00" West 451.02 feet; thence South 89° 02' 51" West 511.11 feet; thence Northwesterly 133.80 feet on a curve to the right, having a radius of 1030.00 feet, to the Point of Beginning; thence North 17° 08' 40" West 400.00 feet; thence North 16° 05' 15" West 133.71 feet; thence North 12° 21' 51" West 304.04 feet; thence North 81° 40' 21" East 289.93 feet to the Point of Beginning, containing 6.527 acres, more or less.

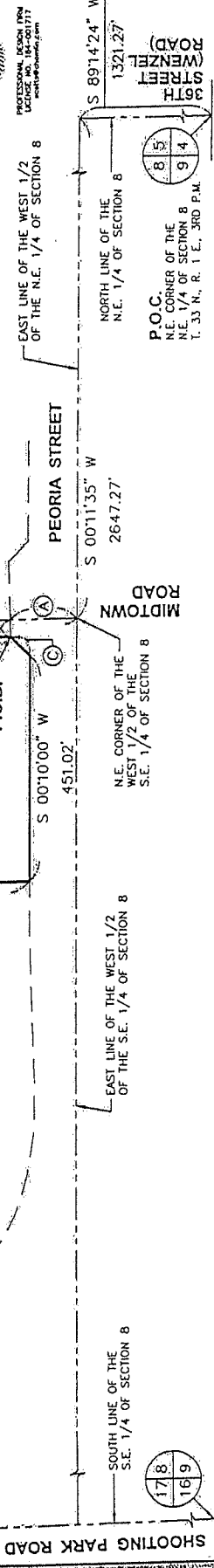
DELTA=17°56'07"
R=930.00'
T=146.76'
L=291.12'
CHORD
N 81°40'21" E
289.93'

DELTA=07°26'35"
R=1030.00'
T=67.00'
L=133.80'
CHORD
N 16°05'15" W
133.71'

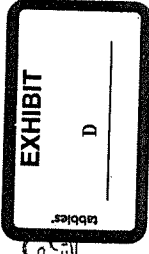
PIN 17-08-400-00



I, SCOTT M. SPAWR, HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED UNDER MY DIRECTION
Scott M. Spawr
ILL. PLS NO. 035-033645 DATE 6-18-2019
Expiration date: Nov. 30, 2020



DATE OF FIELD WORK COMPLETION: 11/1	CHAMBLIN & ASSOCIATES 3017 5TH STREET PERU, ILLINOIS 61354 815-223-3344
PREPARED FOR: CITY OF PERU	CHAMBLIN & ASSOCIATES
DATE: 06/19	DATE: 06/19
SCALE: AS SHOWN	SCALE: AS SHOWN
CURRENT AS OF: 06/18/2019	CURRENT AS OF: 06/18/2019
PLS NO. 035-033645-4	PLS NO. 035-033645-4
SHEET 1	SHEET 1
OF 1	OF 1



THIS DOCUMENT WAS
PREPARED BY AND AFTER
RECORDING SHOULD BE
RETURNED TO:

SCHWEICKERT LAW GROUP, LLC
2101 MARQUETTE ROAD
PERU, IL 61354

This space reserved for Recorder's use only.

PURCHASE AND DEVELOPMENT AGREEMENT

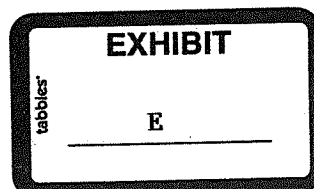
by and between

**CITY OF PERU,
an Illinois Home-Rule Municipal Corporation**

AND

BERNARD T. ERNAT and PATRICIA A. ERNAT

August 20, 2019



THIS PURCHASE AND DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of the 20th day of August, 2019 (the "Effective Date"), by and between the CITY OF PERU, an Illinois home-rule municipal corporation (the "City"), and BERNARD T. ERNAT and PATRICIA A. ERNAT, (collectively, the "Ernats"). The City and the Ernats are referred to individually as a "Party" and collectively as the "Parties". The term "Ernats' Representatives" shall include the Ernats' contractors, sub-contractors, agents, employees, suppliers and designees.

RECITALS

WHEREAS, the City has the authority to promote the health, safety, and welfare of the City and its citizens and to promote the development of private property, thereby increasing the tax base of the City and providing employment for its citizens; and

WHEREAS, the City is a home-rule unit of local government as provided under Illinois law, including but not limited to the State of Illinois Constitution, Article VII, Section 6; that as a Home-Rule Municipality, the City has the power, amongst other things, to regulate for the protection of the public health, safety, morals and welfare, business and development, and to further, amongst other things, provide for protection and offset against potential impact upon the resources of the City in reference to proposed business developments; and

WHEREAS, the City has certain inherent powers including, but not limited to, the police power and the power to protect against and abate nuisances; and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5, the City is authorized to appropriate and expend funds for the promotion of economic development within the municipality; and

WHEREAS, the Ernats are the fee simple title holders of certain real estate legally described and depicted on "Exhibit A" (the "Development Property"), attached hereto and made a part hereof, and

WHEREAS, the City has indicated an intention and desire to acquire certain parts of the Development Property from the Ernats through dedication, including the "Midtown Road Dedication," legally described and depicted on "Exhibit B" attached hereto and incorporated herein, for the purpose of extending Midtown Road westward from North Peoria Street to Plank Road; and the "Plank Road Dedication," legally described and depicted on "Exhibit C" attached hereto and incorporated herein, for the purpose of widening Plank Road and extending utilities, including power poles, northwest along Plank Road on the western boundary of the Development Property; and

WHEREAS, the City has further indicated an intention and desire to obtain approximately 6.527 acres of the Development Property from the Ernats, as fully set forth in Section 3. E. said parcel being legally described and depicted on "Exhibit D" (the "Future Police Station Site"), to potentially develop in the future as the City police headquarters; and

WHEREAS, the Ernats have indicated an intention and desire to dedicate the Midtown Road Dedication and Plank Road Dedication to the City, and to sell the Future Police Station Site to the City pursuant to certain terms and conditions memorialized in this Agreement, including:

- a. That the City's contract to construct the extension of Midtown Road be awarded prior to Spring of 2021, and that construction be substantially completed by June of 2022.
- b. That the City install field entrances North and South of the Midtown Road Extension at the City's expense so that Ernats farming operation would not be impaired.
- c. That the City demolish at the City's expense, the late Marie Ernat's house, garage, and pump house situated upon the Development Property by August of 2020.
- d. That the City approve a B-4 Commercial Shopping District zoning designation for that portion of the Development Property legally described and depicted on the "**Zoning Plat**" attached hereto and incorporated herein as "**Exhibit E.**"
- e. That if the City does not complete all of the above within a reasonable time, the dedications would revert back to the Ernats.

WHEREAS, the City deems it to be in the best interest of the City for the Development Property to be developed in the manner provided by this Agreement; and

WHEREAS, The Parties have entered into this Agreement for the purposes of memorializing the agreements reached by the Parties with respect to the Development Property.

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1 **RECITALS**

The recitals set forth above are accurate and are expressly incorporated into this Agreement by this reference thereto as if fully set forth in this Section 1.

SECTION 2 **AUTHORITY**

This Agreement is entered into by the City pursuant to applicable law, including provisions of the Illinois Constitution of 1970 and Section 5/11-15.1-1 et seq. of Act 5 of Chapter 65 of the Illinois Compiled Statutes.

SECTION 3

DEDICATIONS, DEVELOPMENT, AND USE OF THE DEVELOPMENT PROPERTY

- A. Midtown Road Dedication to City. The Ernats shall dedicate to the City that portion of the Development Property, legally described and depicted on Exhibit B, extending west from North Peoria Street to Plank Road for the extension of Midtown Road.
- B. Extension of Midtown Road. The City shall pay, at City's sole expense, the cost of extending Midtown Road west from North Peoria Street to Plank Road. The City's contract to construct the extension of Midtown Road shall be awarded prior to Spring of 2021, and construction shall be substantially completed by June of 2022.
- C. Midtown Road Farm Field Entrances. The City agrees to install, at City's sole expense, farm field entrances on the north and south sides of the Midtown Road Dedication as part of its extension of Midtown Road described in Paragraph B of this Section.
- D. Plank Road Dedication to City. The Ernats shall dedicate to the City that portion of the Development Property, legally described and depicted on Exhibit C, extending northwest along Plank Road on the western boundary of the Development Property for the extension of utilities.
- E. City Purchase of Future Police Station Site. Pursuant to the terms set forth in Section 5 of this Agreement, the Ernats agree to sell one-half of the 6.527 (+/-) acre parcel and make a charitable contribution of the other one-half of the 6.527 (+/-) acre parcel to the City for the public purpose of helping the City build a new police station under Section 170 (c) (1) of the Internal Revenue Code, and the City agrees to buy one-half and accept the other one half as charitable contribution from the Ernats, that portion of the Development Property being legally described and depicted in Exhibit D.
- F. Zoning of the Development Property. After hearing before the City Planning/Zoning Commission, the Parties agree to zone that part of the Development Property legally described and depicted on Exhibit E as B-4 Commercial Shopping District.
- G. City Demolition of Existing Buildings. At City's sole expense, City shall pay the cost of demolition of the late Marie Ernat's house, garage, and pump house situated upon the Development Property. The City shall complete said demolition by August 1, 2020.
- H. Utilities. Other than the City's utility improvements along the Midtown Road Dedication, the Plank Road Dedication, and at the Future Police Station Site contemplated by this Agreement, the Ernats or a purchaser of a part of the Development Property shall be responsible for connecting future developments upon the Development Property to all existing utilities.
- I. Section 1031 Exchange. Ernats and the City hereby acknowledge that Ernats are contemplating the completion of an I.R.S. Section 1031 Tax Deferred Exchange. Ernats and City agree to cooperate with each other and to sign any and all documents necessary

in order for Ernats to qualify and/or complete Ernats' I.R.S. Section 1031 Tax Deferred Exchange.

SECTION 4
MIDTOWN ROAD DEDICATION AND PLANK ROAD DEDICATION
CONTINGENCIES, COVENANTS AND RESTRICTIONS

The Ernats' Midtown Road Dedication and Plank Road Dedication to the City shall be contingent on and subject to the following contingencies, covenants and restrictions which shall be binding upon the City, their successors and assigns and shall run with the dedicated land unless and until released by the Ernats by written instrument recorded with the LaSalle County Recorder of Deeds:

- A. The City's contract to construct the extension of Midtown Road shall be awarded prior to Spring of 2021, and that construction be substantially completed by June of 2022.
- B. The City shall install field entrances north and south of the Midtown Road extension at the City's expense so that Ernats farming operation would not be impaired.
- C. The City shall demolish at the City's expense, the late Marie Ernat's house, garage, and pump house situated upon the Development Property by August of 2020.
- D. That the City approve a B-4 Commercial Shopping District zoning designation for that portion of the Development Property described and depicted on Exhibit E.

In the event the City fails to substantially complete each of the aforementioned contingencies, covenants and restrictions, the property included in the Midtown Road Dedication and Plank Road Dedication shall revert back to the Ernats.

SECTION 5
FUTURE POLICE STATION SITE SALE PRICE; CLOSING

- A. In consideration of City's improvement of the Development Property in conformity with the terms of this Agreement, and in exchange of payment of **Three-Hundred Ninety-One Thousand Six-Hundred Twenty Dollars (\$391,620.00)** at closing by City to Ernats, the Ernats agree to sell, transfer, and convey its interest to City an approximate 3.2635 acre parcel of the Development Property and make a charitable contribution to the City for the other 3.2635 acre parcel by conveying its interest to the City, referred to herein as the "Future Police Station Site" legally described and depicted in Exhibit D, free and clear of all liens and encumbrances, and in an "AS-IS" condition.
- B. Closing on the Ernats sale of the Future Police Station Site to the City shall occur at a time and location mutually agreeable to the Parties, but no later than sixty (60) days after the Effective Date. The Ernats shall deliver to the City at Closing the following

documents, in such form as the City shall approve: (i) a fully executed and recordable general warranty deed subject to no matters other than the exceptions contained in the title commitment obtained by City and not disapproved by City; and (ii) such additional documents as might be reasonably required by City or the title company to consummate the sale of the Future Police Station Site to City under the terms of this Agreement. The Ernats shall deliver possession of the Future Police Station Site to City on the date of Closing but in no event later than December 18, 2019, or such later date as initially agreed by the parties.

SECTION 6
REPRESENTATIONS AND WARRANTIES OF THE ERNATS

The Ernats represent and warrant the City, with respect to themselves, on and as of the Effective Date and for a period of one (1) year following Closing, as follows:

A. Authorization. The Ernats are the fee simple title holders to the Development Property and are duly authorized to enter into, execute, deliver, and perform this Agreement.

B. Non-Conflict or Breach. Neither the execution and delivery of this Agreement by the Ernats, the consummation of the transactions contemplated hereby by the Ernats, nor the fulfillment of or compliance with the terms and conditions of this Agreement by Ernats conflicts with or will result in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of Ernats (with Ernats prior written approval), any organizational documents, any restriction, agreement or instrument to which Ernats or any of its partners or venturers is now a party or by which Ernats or any of its partners or its venturers is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights of Ernats, any related party or any of its venturers under the terms of any instrument or agreement to which Ernats, any related party or any of its partners or venturers is now a party or by which Ernats, any related party or any of its venturers is bound.

C. Notice of Violations. The Ernats represent and warrant that they have not received any notice from any local, state or federal official that any part of the Development Property is, may be, or will be in violation of any environmental law or regulation. The Ernats are not aware of any state or federal claim filed or planned to be filed by any party relating to any violation of any local, state or federal environmental law, regulation or review procedure with respect to any part of the Development Property, and the Ernats are not aware of any violation of any local, state or federal law, regulation or review procedure which would give any person a valid claim under any state or federal environmental statute with respect to any part of the Development Property.

SECTION 7
REPRESENTATIONS AND WARRANTIES OF CITY

The City represents and warrants to the Ernats, as the basis for the City's undertakings herein contained, to the Ernats on and as of the Effective Date as follows:

A. Authorization. The City has the full lawful right, power and authority, under currently applicable law and in accordance with its powers as a home rule municipality, to execute and deliver, and to perform the terms and provisions of this Agreement; and as of such date of execution, delivery and performance have been duly and validly authorized and approved by all necessary City proceedings, findings and actions, so that this Agreement is valid and binding against the City in accordance with its terms. The City has paid for or will pay for all work, supplies and materials performed upon and supplied to the Development Property by or on behalf of the City pursuant to this Agreement.

B. Prevailing Wage Rate Act. City shall comply with all provisions of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* in the demolition of existing structures on the Development Property contemplated by this Agreement and in the construction of any public improvements and permanent real estate improvements upon the Midtown Road Dedication, Plank Road Dedication, or Future Police Station Site.

SECTION 8 **MUTUAL ASSISTANCE**

The City and the Ernats agree to do all things necessary or appropriate to carry out, and to aid and assist each other in carrying out, the terms of this Agreement and in implementing the Parties' intent, as reflected by the terms of this Agreement.

SECTION 9 **SUCCESSORS AND ASSIGNS**

This Agreement shall run with the land and be binding upon and inure to the benefit of the Parties' respective heirs, successors and assigns and the successor owners of record of all and any portion of the Development Property.

SECTION 10 **WAIVER AND NOTICES**

A waiver of any part of this Agreement shall be limited to that specific event, shall only be effective if made in writing, and shall not be a waiver of the entire Agreement. Any notices required in this Agreement shall be effective when received in writing by the other Party via overnight mail, certified mail, return receipt requested, or by delivering the same in person or by facsimile, when appropriate, addressed to the Party to be notified.

All notices to the City shall be sent to:

City of Peru
Attn: Mayor
1901 4th Street
Peru, Illinois 61354
Fax: (815) 223-9489
Phone: (815) 223-0061

With copies to:

City of Peru Corporate Counsel
Schweickert Law Group, LLC
2101 Marquette Road
Peru, Illinois 61354
Fax: (815) 223-8499
Phone: (815) 223-0177

All notices to the Ernats shall be sent to:

Bernard and Patricia Ernat
20 Bailey Creek
Tonica, IL 61370

With copies to:

Attorney Jonathan F. Brandt
Duncan & Brandt, P.C.
1800 Fourth Street
P.O. Box 568
Peru, IL 61354
Phone: 815-223-0191
Fax: 815-223-0173

or to such other addresses as a Party may designate for itself by notice given from time to time to the other Parties in the manner provided herein.

SECTION 11 **DEFAULT AND ATTORNEYS' FEES; NO WAIVER; REMEDIES**

(A) Default and Attorneys' Fees. The City and Ernats covenant and agree that in the event of default of any of the terms, provisions or conditions of the Agreement by any party, which default exists uncorrected for a period of thirty (30) days after written notice to any party to such default, the party seeking to enforce said provision may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to: actual damages and specific performance. If attorneys' fees or other costs are incurred to secure performance of any obligation under this Agreement, to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing party will be entitled to recover reasonable attorneys' fees and costs incurred in connection therewith.

(B) No Waiver by Delay or Otherwise. Unless barred by the applicable statute of limitations, any delay by either Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that neither Party should be deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made with respect to any default of this Agreement be considered or treated as a waiver of the rights by the waiving Party of any future default of this Agreement hereunder, except to the extent specifically waived in writing. No waiver made with respect to the performance, nor the manner or time thereof, of any obligation or any condition under the Agreement shall be considered a waiver of any rights except if expressly waived in writing.

(C) Rights and Remedies Cumulative. The rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise by such Party, at that time or different times, of any other such remedies.

SECTION 12 **MISCELLANEOUS**

A. Integration. This Agreement, as supplemented by the Annexation Agreement, Purchase Agreement, and other exhibits attached hereto, contains the entire agreement of the Parties with respect to the transactions contemplated by this Agreement. All prior agreements, negotiations, and understandings are expressly merged herein and superseded hereby. All exhibits to this Agreement are expressly incorporated herein by this reference thereto.

B. Severability. Each section of this Agreement, and each sentence, clause or phrase contained in such section, shall be considered severable and if, for any reason, any section, or any sentence, clause or phrase contained in such section, is determined to be invalid or unenforceable, such invalidity or unenforceability shall not impair the operation, effect enforceability or validity of the remaining portions of this Agreement.

C. Amendment. This Agreement may be amended by, and only by, a written instrument signed by the Parties.

D. Headings. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

E. Time is of the Essence. Time is of the essence of this Agreement and of each and every provision hereof.

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

G. Exhibits. The exhibits attached to this Agreement are hereby incorporated into and made a part of this Agreement.

H. Applicable Law and Venue. This Agreement shall be governed by and construed under to the laws of the State of Illinois. Venue shall be proper only in the Circuit Court of LaSalle County, Illinois which shall be the only appropriate forum for the resolution of disputes hereunder.

I. No Third-Party Beneficiaries. This Agreement is not intended and shall not be deemed to benefit any person, company or other entity not a Party to this Agreement.

J. Force Majeure. Neither City, nor any successors in interest, shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions, including but not limited to, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, acts of terrorism and other events or conditions beyond the reasonable control of City which in fact delay City in discharging its obligations hereunder. For purposes of this Agreement, "terrorism" is defined as an activity that (i) involves the use or threat of force or violence, the commission or threat of an act dangerous to human life, property or infrastructure, or the commission or threat of an act that interferes with or disrupts an electronic communication, information or mechanical system, and (ii) has the effect of or appears to be intended to intimidate or coerce a civilian population, to influence the policy of a government by intimidation or coercion, to affect the conduct of a government by mass destruction, assassination, kidnapping, or hostage-taking, or to disrupt any segment of the economy.

K. Recordation of Agreement. The Parties agree to record this Agreement with the LaSalle County Recorder's Office upon its execution, with City paying the costs associated with such recording.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals to this Agreement on the day and year first above written.

CITY OF PERU, an Illinois home rule municipal corporation:

By: _____

Scott J. Harl
Scott J. Harl
Mayor

ATTEST:

By: _____

David R. Bartley
David R. Bartley
City Clerk

THE ERNATS:

Bernard T. Ernat
Bernard T. Ernat

Patricia A. Ernat
Patricia A. Ernat



STATE OF Illinois)
) ss.
COUNTY OF LaSalle)

On August 2, 2019, before me, Jonathan F. Brandt, a notary public in and for said state, personally appeared Bernard T. Ernat and Patricia A. Ernat, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Jonathan F. Brandt
Notary Public

STATE OF ILLINOIS)
) ss.
COUNTY OF LASALLE)

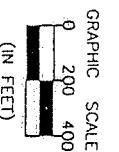


On Aug. 20, 2019 before me, Brenda Burkart, a notary public in and for said state, personally appeared Scott J. Harl, Mayor, and David Bartley, City Clerk, of the City of Peru, an Illinois municipal corporation, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their respective signatures on the instrument the City of Peru, upon behalf of which said persons acted, executed the instrument.

Brenda K. Burkart
Notary Public
BRENDA K BURKART
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 09/29/21

DEVELOPMENT PROPERTY EXHIBIT

FOR
 PART OF SECTION 8,
 T. 33 N., R. 1 E. OF THE 3rd P.M.
 CITY OF PERU
 JUNE, 2019



LEGEND

- BOUNDARY OF DEVELOPMENT PROPERTY
- EXISTING RIGHT-OF-WAY LINE
- SECTION LINE
- POINT OF COMMENCEMENT
- POINT OF BEGINNING

LEGAL DESCRIPTION

Part of Section 8, Township 33 North, Range 1 East, of the Third Principal Meridian, City of Peru, LaSalle County, Illinois, described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of said Section 8, thence on an assumed bearing of South 89° 14' 24" West along said North Line 131.34 feet to the Point of Beginning; thence South 00° 45' 36" East 80.00 feet thence South 45° 17' 01" East 56.10 feet thence South 00° 11' 35" West 150.35 feet thence South 03° 03' 19" West 100.12 feet thence South 00° 11' 35" West 100.00 feet thence South 02° 40' 10" East 200.25 feet thence South 00° 11' 35" West 200.00 feet thence South 03° 03' 19" West 200.25 feet thence South 00° 11' 35" West 822.39 feet thence South 44° 37' 10" West 57.13 feet thence South 00° 43' 25" East 150.01 feet thence South 45° 23' 37" East 56.01 feet thence South 00° 10' 00" West 547.72 feet thence South 00° 57' 51" West 65.01 feet thence South 00° 10' 00" West 102.23 feet thence South 00° 57' 51" West 420.00 feet, the above of said curve to the right, having a radius of South 56° 50' 15" West 73.22 feet thence North 78° 09' 45" West 52.00 feet thence North 33° 09' 45" West 1275.77 feet thence North 32° 01' 07" West 200.04 feet thence North 37° 09' 45" West 373.23 feet thence North 34° 03' 13" West 117.63 feet thence North 37° 08' 13" West 1700.00 feet thence North 32° 33' 51" West 200.01 feet thence North 32° 37' 48" West 335.59 feet thence North 40° 48' 32" West 31.82 feet to the North Line of the Northwest Quarter of Section 8, thence North 89° 14' 09" East 1,772.89 feet along said North Line to the East Line of the Northwest Quarter of Section 8, thence North 89° 14' 24" East 1,189.93 feet along the North Line of the Northeast Quarter of Section 8 to the Point of Beginning, containing 155,421 acres more or less.

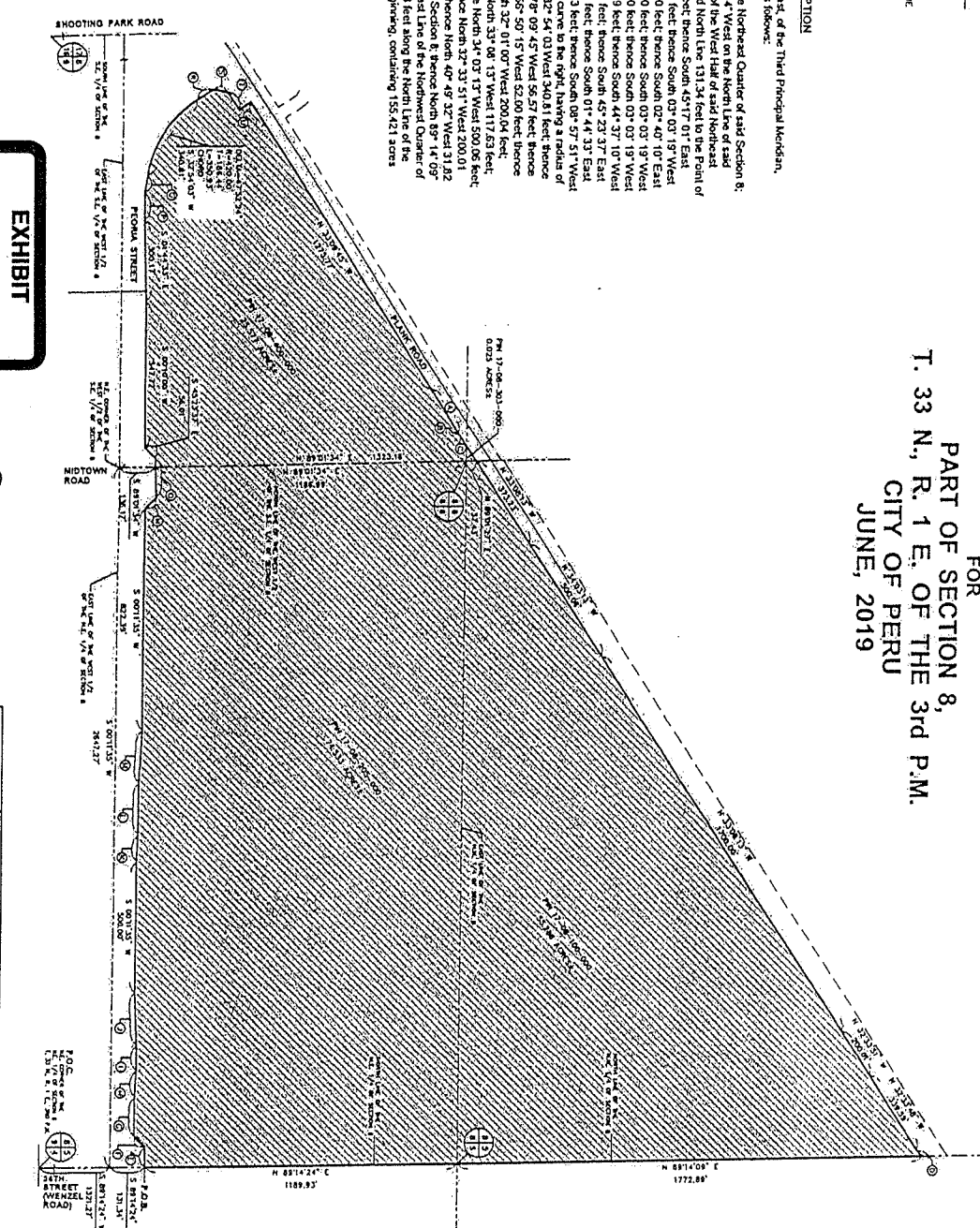


EXHIBIT
 A

CHAMLINE
 SURVEYING & ENGINEERING, INC.
 PERU, ILLINOIS

DATE	BY	REVISION
06/18/2019		EXHIBIT

DATE: 06/18/2019
 SCALE: AS SHOWN
 SHEET: 1 OF 1

RIGHT - OF - WAY CONVEYANCE PLAT

FOR
T. 33 N., R. 1 E. OF THE 3rd P.M.
CITY OF PERU
JUNE, 2019

SURVEYORS CERTIFICATE

I, Scott M. Sporer, Illinois Professional Land Surveyor, do hereby certify that I have personally examined the records herein shown and that the above plat is a true and correct representation of said survey and conforms to the Illinois Plat Act, Section 10(b)(6).

Dated at Peru, Illinois this 4th day of JUNE 2019

BY: Scott M. Sporer
 Illinois Professional Land Surveyor No. 035-003615
 Chemlin & Associates, Inc.
 Expiration date: Nov. 30, 2020



BERNARD T. ERNAT AND PATRICIA A. ERNAT
 TOTAL HOLDING = 255.903 AC. [1,147,133 SQ. FT.] ±
 TOTAL R.O.W. REQUIRED = 3,242 AC. [141,216 SQ. FT.] ±
 AREA IN EXISTING R.O.W. = 0 AC. [0 SQ. FT.] ±
 NET AREA REQ'D = 3,242 AC. [141,216 SQ. FT.] ±
 REMAINDER = 252.661 AC. [1,100,517 SQ. FT.] ±



- Ⓐ S 89°01'34" W 136.17'
- Ⓑ S 01°43'25" E 34.96'
- Ⓒ S 01°43'25" E 115.05'

DELTA=33°48'09"
 R=930.00'
 T=282.58'
 L=548.67'
 CHORD
 S 73°44'19" W 540.75'

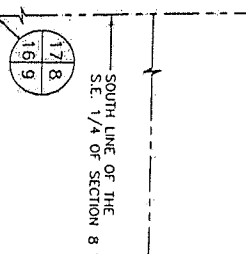
DELTA=27°35'53"
 R=1060.00'
 T=260.34'
 L=910.58'
 CHORD
 N 73°45'21" E 505.66'

AREA REMAINING THIS SIDE = 230.982 AC. [10,061,571 SQ. FT.] ±

LEGEND

- BOUNDARY OF PROPERTY TO BE CONVEYED TO THE CITY OF PERU
- - - EXISTING RIGHT-OF-WAY LINE
- SECTION LINE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

SHOOTING PARK ROAD



SOUTH LINE OF THE S.E. 1/4 OF SECTION 8

EAST LINE OF THE WEST 1/2 OF THE S.E. 1/4 OF SECTION 8

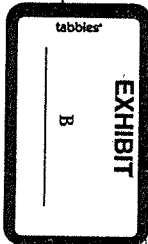


EXHIBIT B

N.E. CORNER OF THE WEST 1/2 OF THE S.E. 1/4 OF SECTION 8

MIDTOWN ROAD

P.O.B.

PEORIA STREET

EAST LINE OF THE WEST 1/2 OF THE N.E. 1/4 OF SECTION 8

P.O.C. N.E. CORNER OF THE S.E. 1/4 OF SECTION 8 T. 33 N., R. 1 E., 3RD P.M.



36TH STREET (WENZEL ROAD)

RIGHT-OF-WAY CONVEYANCE – MIDTOWN ROAD

LEGAL DESCRIPTION

Part of Section 8, Township 33 North, Range 1 East, of the Third Principal Meridian, City of Peru, LaSalle County, Illinois, described as follows:

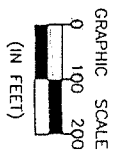
Commencing at the Northeast Corner of the Northeast Quarter of said Section 8; thence on an assumed bearing of South 89° 14' 24" West on the North Line of said Northeast Quarter 1,321.27 feet to the East Line of the West Half of said Northeast Quarter; thence South 00° 11' 35" West on said East Line 2,647.27 feet to the Northeast Corner of the West Half of the Southeast Quarter; thence South 89° 01' 34" West on the North Line of the West Half of said Southeast Quarter 136.17 feet to the Point of Beginning; thence South 01° 43' 25" East 34.96 feet; thence North 89° 21' 36" West 346.61 feet; thence Southwesterly 548.67 feet on a curve to the left, having a radius of 930.00 feet, the chord of said curve bears South 73° 44' 19" West 540.75 feet; thence South 56° 50' 15" West 129.64 feet; thence North 26° 58' 32" West 138.63 feet; thence North 59° 57' 24" East 172.63 feet; thence Northeasterly 510.58 feet on a curve to the right, having a radius of 1,060.00 feet, the chord of said curve bears North 73° 45' 21" East 505.66 feet; thence North 87° 33' 18" East 398.05 feet; thence South 01° 43' 25" East 115.05 feet to the Point of Beginning, containing 3.242 acres, more or less.

PIN 17-08-205-000; 17-08-400-000

RIGHT - OF - WAY CONVEYANCE PLAT

FOR
 PART OF SECTION 8,
 T. 33 N., R. 1 E. OF THE 3rd P.M.
 CITY OF PERU
 JUNE, 2019

PIN 17-08-303-000



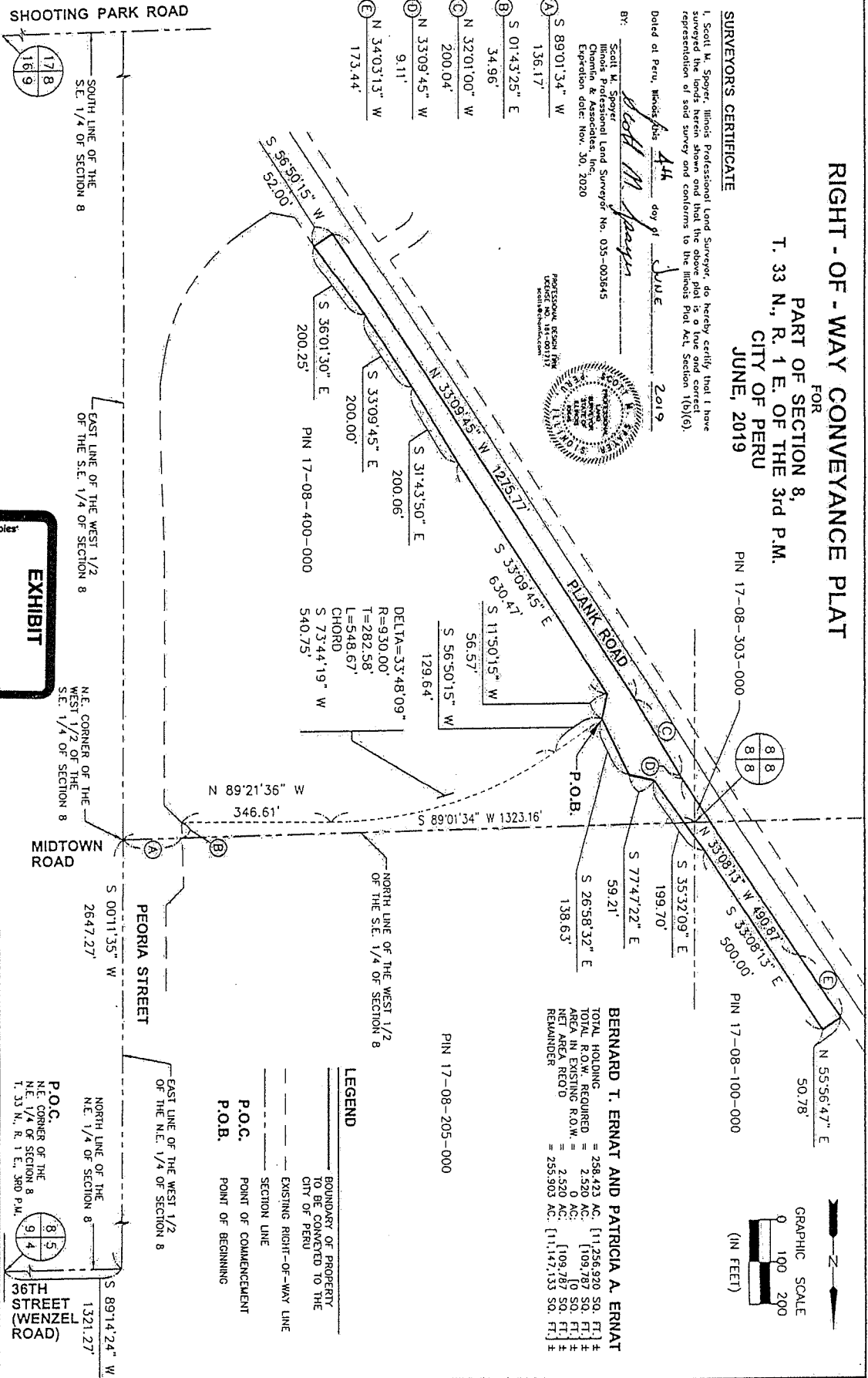
SURVEYOR'S CERTIFICATE
 I, Scott M. Spoyer, Illinois Professional Land Surveyor, do hereby certify that I have surveyed the lands herein shown on this plat, paid for and control the same, and the representation of said survey and contains in this Illinois Plat Act, Section 16(b).

Dated at Peru, Illinois this 4th day of JUNE 2019

By: Scott M. Spoyer
 Illinois Professional Land Surveyor No. 035-003645
 Chamlin & Associates, Inc.
 Expedition date: Nov. 30, 2020



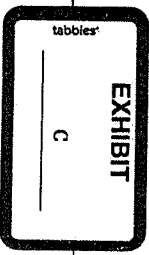
- A S 89°01'34" W 136.17'
- B S 01°43'25" E 34.96'
- C N 32°01'00" W 200.04'
- D N 33°09'45" W 9.11'
- E N 34°03'13" W 173.44'



BERNARD T. ERNAT AND PATRICIA A. ERNAT
 TOTAL HOLDING = 258.423 AC. [11,256,920 SQ. FT.] ±
 TOTAL R.O.W. REQUIRED = 2,320 AC. [109,787 SQ. FT.] ±
 NET AREA EXISTING R.O.W. = 2,520 AC. [109,787 SQ. FT.] ±
 REMAINDER = 255.903 AC. [11,147,133 SQ. FT.] ±

LEGEND

- BOUNDARY OF PROPERTY TO BE CONVEYED TO THE CITY OF PERU
- EXISTING RIGHT-OF-WAY LINE
- SECTION LINE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING



P.O.C. N.E. CORNER OF THE N.E. 1/4 OF SECTION 8 T. 33 N., R. 1 E., 3RD P.M.
 NORTH LINE OF THE N.E. 1/4 OF SECTION 8
 EAST LINE OF THE WEST 1/2 OF THE N.E. 1/4 OF SECTION 8
 S 89°14'24" W 1321.27'
 S 00°11'35" W 2647.27'
 S 00°11'35" W 2647.27'
 N 89°21'36" W 346.61'
 S 89°01'34" W 1323.16'
 S 55°56'47" E 50.78'
 N 33°08'13" E 518.903 ±

RIGHT-OF-WAY CONVEYANCE – PLANK ROAD

LEGAL DESCRIPTION

Part of Section 8, Township 33 North, Range 1 East, of the Third Principal Meridian, City of Peru, LaSalle County, Illinois, described as follows:

Commencing at the Northeast Corner of the Northeast Quarter of said Section 8; thence on an assumed bearing of South 89° 14' 24" West on the North Line of said Northeast Quarter 1,321.27 feet to the East Line of the West Half of said Northeast Quarter; thence South 00° 11' 35" West on said East Line 2,647.27 feet to the Northeast Corner of the West Half of the Southeast Quarter; thence South 89° 01' 34" West on the North Line of the West Half of said Southeast Quarter 136.17 feet; thence South 01° 43' 25" East 34.96 feet; thence North 89° 21' 36" West 346.61 feet; thence Southwesterly 548.67 feet on a curve to the left, having a radius of 930.00 feet, the chord of said curve bears South 73° 44' 19" West 540.75 feet; thence South 56° 50' 15" West 129.64 feet to the Point of Beginning; thence South 11° 50' 15" West 56.57 feet; thence South 33° 09' 45" East 630.47 feet; thence South 31° 43' 50" East 200.06 feet; thence South 33° 09' 45" East 200.00 feet; thence South 36° 01' 30" East 200.25 feet; thence South 56° 50' 15" West 52.00 feet; thence North 33° 09' 45" West 1,275.77 feet; thence North 32° 01' 00" West 200.04 feet; thence North 33° 09' 45" West 9.11 feet; thence North 33° 08' 13" West 490.87 feet; thence North 34° 03' 13" West 173.44 feet; thence North 55° 56' 47" East 50.78 feet; thence South 33° 08' 13" East 500.00 feet; thence South 35° 32' 09" East 199.70 feet; thence South 77° 47' 22" East 59.21 feet; thence South 26° 58' 32" East 138.63 feet to the Point of Beginning, containing 2.520 acres, more or less.

PIN 17-08-205-000, 17-08-303-000, 17-08-400-000, 17-08-100-000

- (A) S 89°01'34" W 136.17'
- (B) S 01°43'25" E 34.96'
- (C) S 45°23'37" E 56.01'
- (D) N 59°03'37" W 68.59'

LEGEND

BOUNDARY OF PROPERTY

EXISTING RIGHT-OF-WAY LINE

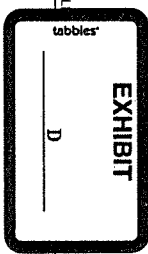
SECTION LINE

P.O.C. POINT OF COMMENCEMENT

P.O.B. POINT OF BEGINNING

CURRENT COMMON OWNERSHIP

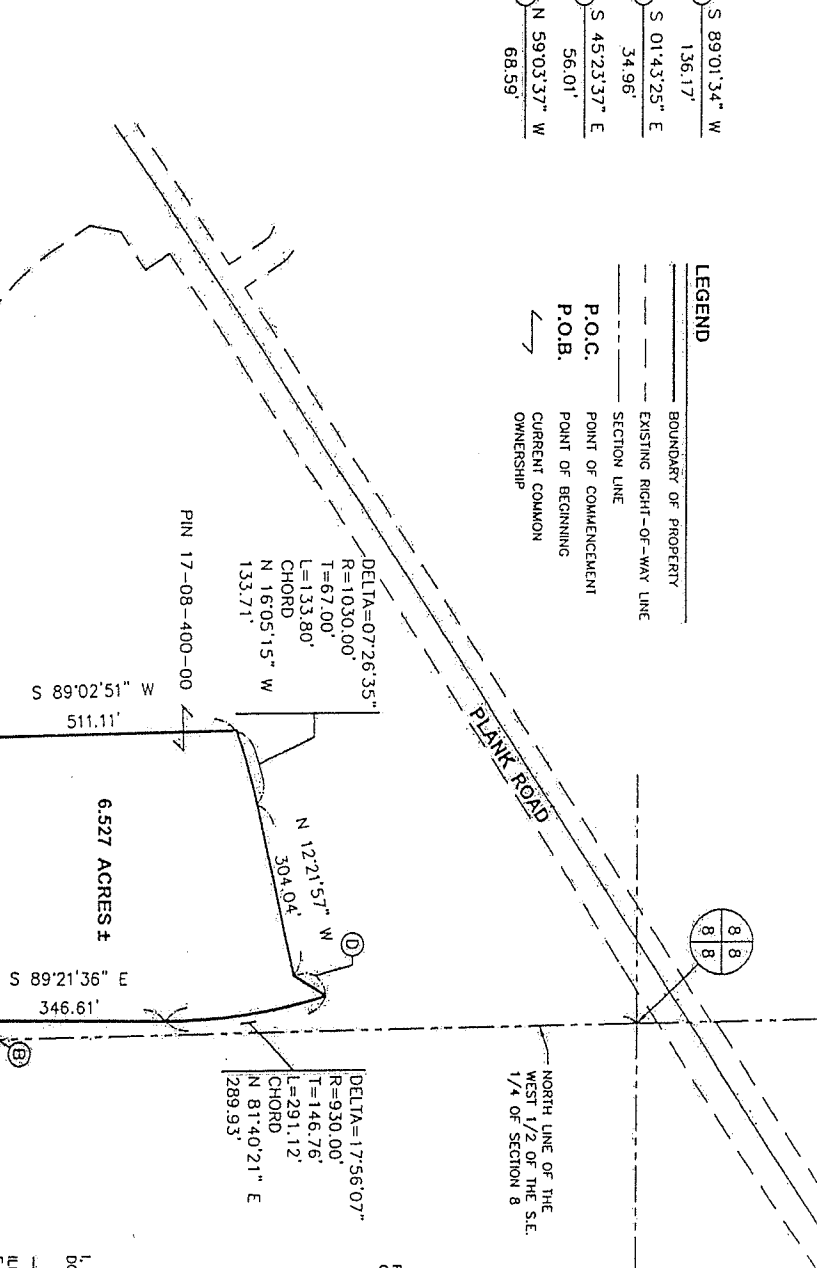
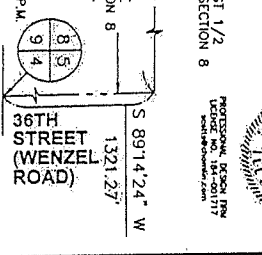
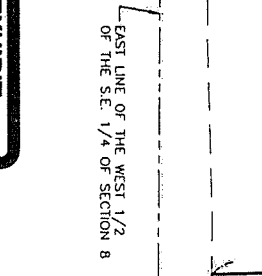
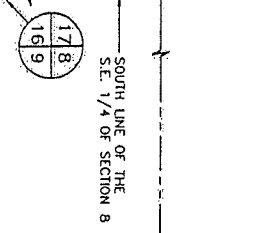
PREPARED FOR: CITY OF PERU
 DATE OF FIELD WORK COMPLETION: N/A
 CHAMLIN & ASSOCIATES 2017 5TH STREET PERU, IL



CHAMLIN ASSOCIATES, P.C.
 PERU OTTAWA HOMBAS ILLINOIS

DATE	BY	REVISION
06/18/2019	CHAMLIN ASSOCIATES, P.C.	PROPERTY EXHIBIT

SHOOTING PARK ROAD



PROPERTY EXHIBIT
 FOR
T. 33 N., R. 1 E. OF THE 3rd P.M.
CITY OF PERU
JUNE, 2019

LEGAL DESCRIPTION

Part of Section 8, Township 33 North, Range 1 East, of the Third Principal Meridian, City of Peru, LaSalle County, Illinois, described as follows:

Comprising all the Northeast Corner of the Northeast Quarter of said Section 8, thence on an assumed bearing of South 89° 14' 24" West to the North Line of said Northeast Quarter 1321.27 feet to the East Line of the West Half of said Northeast Quarter, thence South 00° 11' 35" West on said East Line 2,647.27 feet to the Northeast Corner of the West Half of the Southeast Quarter, thence South 89° 01' 34" West on the North Line of the West Half of said Southeast Quarter 136.17 feet, thence South 01° 43' 25" East 34.96 feet to the Point of Beginning, thence South 45° 23' 37" East 56.01 feet, thence North 59° 03' 37" West 68.59 feet, thence North 12° 21' 57" West 304.04 feet, thence North 89° 02' 51" West 511.11 feet, thence South 89° 21' 36" East 346.61 feet, thence South 00° 10' 00" West 451.02 feet, thence South 00° 11' 35" West 2647.27 feet, thence North 12° 21' 57" West 304.04 feet, thence North 89° 02' 51" West 511.11 feet, thence North 12° 21' 57" West 304.04 feet, thence North 59° 03' 37" West 68.59 feet, thence North 12° 21' 57" West 304.04 feet, thence North 59° 03' 37" West 68.59 feet, thence North 12° 21' 57" West 304.04 feet, thence North 59° 03' 37" West 68.59 feet, thence North 12° 21' 35" East 346.61 feet to the Point of Beginning, containing 6.527 Acres, more or less.






I, SCOTT M. SPANER, HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED UNDER MY DIRECTION

ILL. PLS NO. 035-085645 DATE 6-18-2019

Expiration date: Nov. 30, 2020

PROFESSIONAL DESIGNER
 LICENSE NO. 18-000117
 EXPIRES 11/30/2021

LEGEND

-  AREA TO BE ZONED
-  EXISTING RIGHT-OF-WAY LINE
-  SECTION LINE
-  P.O.C. POINT OF COMMENCEMENT
-  P.O.B. POINT OF BEGINNING

LEGAL DESCRIPTION

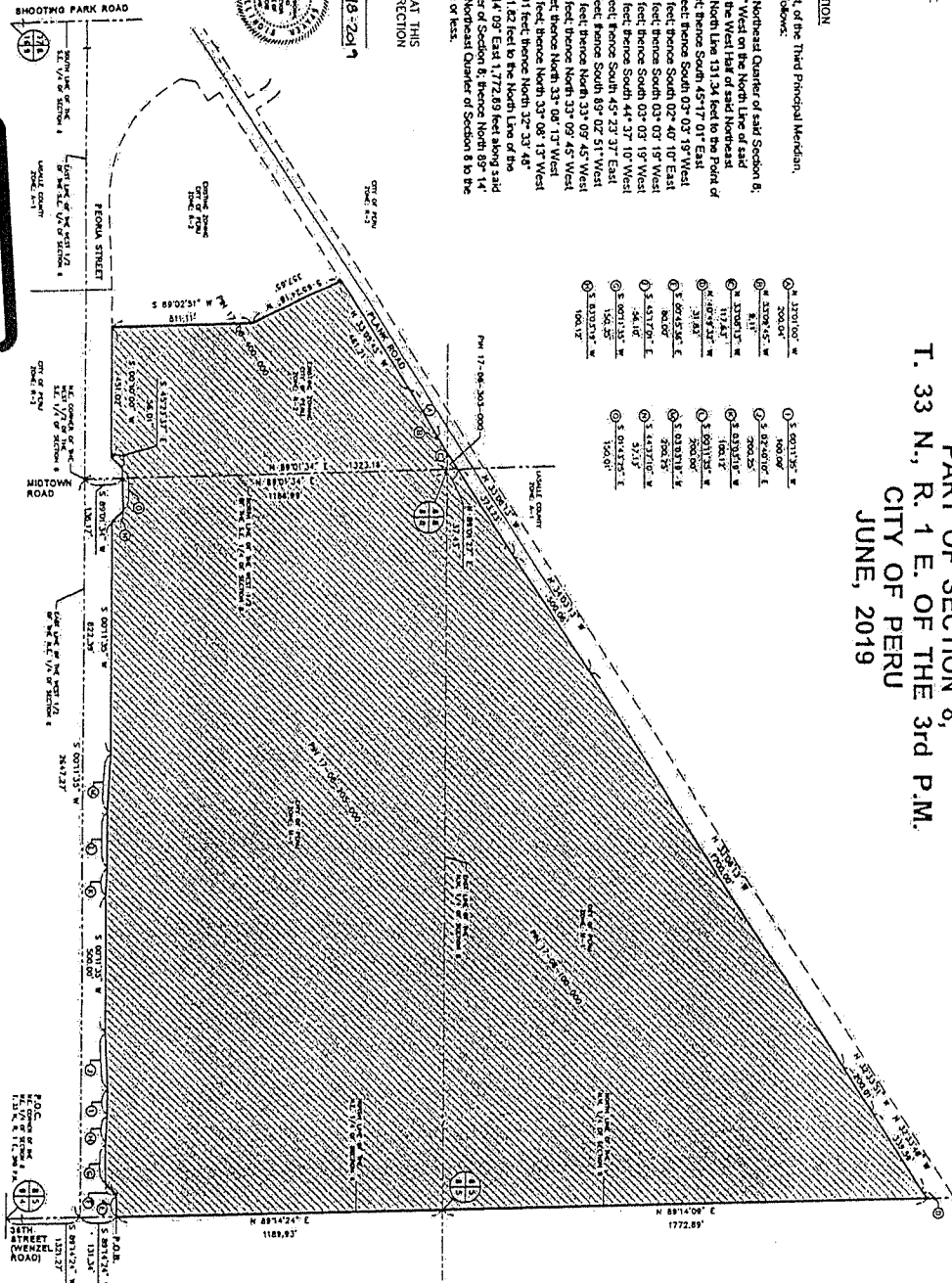
Part of Section 8, Township 33 North, Range 1 East, of the Third Principal Meridian, City of Peru, LaSalle County, Illinois, described as follows:

Commencing at the Northeast Corner of the Northeast Quarter of said Section 8, those lots in Quarter 131,277 of said Section 8, 24 West on the North Line of said Quarter, thence South 87° 14' 24" West along said North Line 131,241 feet to the Point of Beginning; thence South 00° 45' 35" East 80.00 feet; thence South 03° 02' 19" West 56.10 feet; thence South 00° 11' 35" West 150.25 feet; thence South 02° 40' 10" East 100.12 feet; thence South 00° 11' 35" West 500.00 feet; thence South 03° 02' 19" West 200.25 feet; thence South 00° 11' 35" West 200.00 feet; thence South 44° 37' 10" West 57.13 feet; thence South 01° 43' 25" East 150.01 feet; thence South 49° 23' 37" East 56.01 feet; thence South 00° 10' 00" West 451.02 feet; thence South 33° 09' 45" West 451.11 feet; thence South 55° 24' 18" West 351.85 feet; thence North 33° 09' 45" West 451.21 feet; thence North 33° 09' 45" West 117.63 feet; thence North 33° 09' 45" West 373.25 feet; thence North 33° 09' 45" West 1700.00 feet; thence North 33° 09' 45" West 1700.00 feet; thence North 33° 09' 45" West 329.89 feet; thence North 49° 49' 32" West 31.82 feet to the North Line of the Northwest Quarter of Section 8, thence North 87° 14' 09" East 1,772.89 feet along said North Line to the East Line of the Northwest Quarter of Section 8, thence North 87° 14' 24" East 1,189.83 feet along the North Line of the Northeast Quarter of Section 8 to the Point of Beginning, containing 143,707 acres more or less.

I, SCOTT A. SPANER, HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED UNDER MY DIRECTION
Scott A. Spaner
 ILL. PLS NO. 035-003645 DATE 6-18-2019
 Expiration date: Nov. 30, 2020



ZONING PLAT
 FOR
T. 33 N., R. 1 E. OF SECTION 8,
CITY OF PERU
JUNE, 2019



CHAMLIN ASSOCIATES, INC.
 PERU OFFICE, ILLINOIS
 201 W. 11TH ST., PERU, ILL. 62450

OWNER	DATE	REVISION	DESCRIPTION
CHAMLIN ASSOCIATES, INC.	06/17/2019	1	ISSUED FOR ZONING PLAT

ZONING PLAT
 SHEET 1 OF 1

COMMENT AS OF: 06/17/2019
 SCALE: AS SHOWN
 FILE NO.: 48200001-1