

ORDINANCE NO. 3149

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
ANNEXATION AGREEMENT BETWEEN THE CITY OF
COLUMBIA, ILLINOIS AND ENABLE MISSISSIPPI RIVER
TRANSMISSION, LLC FOR THE ANNEXATION AND
ZONING OF A TRACT OF REAL ESTATE COMPRISING
8.49 ACRES, MORE OR LESS, HAVING AN ASSIGNED
ADDRESS OF 11829 BLUFF ROAD, WHICH PROPERTY IS
ADJACENT TO OLD BLUFF ROAD AND DD ROAD**

STATE OF ILLINOIS
CITY OF COLUMBIA
FILED FOR RECORD

DEC 15 2014


Daley Stapp
City Clerk

WHEREAS, the City Council as the Corporate Authority (comprised of a Mayor and eight [8] Aldermen) of the City of Columbia, Illinois (the "City") has found and determined and does hereby declare that it is in the welfare and best interests of the City that a certain Annexation Agreement be made and entered into pertaining to a tract of property in Monroe County, Illinois belonging to Enable Mississippi River Transmission, LLC, comprising 8.49 acres, more or less, which tract of real estate is contiguous to the corporate limits of the City and is not situated within the corporate limits of any municipality;

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

WHEREAS, the proposed annexation agreement was referred to the City's Plan Commission in accordance with the requirement of Section 17.50.010 of the City's Municipal Code for their investigation: (i) as to the manner in which the proposed location and character of the property sought to be annexed to the City will affect the Comprehensive Community Plan; (ii) for the Plan Commission's recommended zoning classification for the land upon annexation; and, (iii) pre-annexation recommendations of the Plan Commission to be incorporated in the Pre-annexation Agreement and the Plan Commission as of November 24, 2014 has recommended approval of the Annexation Agreement as proposed by the annexation petitioner, including the zoning of the annexation tract as I-1 (Light Industrial District) and for the uses and purposes therein authorized;

WHEREAS, the I-1 District Zoning proposed by the Annexation Agreement has been referred to the City's Zoning Board of Appeals for public hearing and the Zoning Board's recommendation regarding the zoning and following publication of notice of the hearing as required by law and ordinance a public hearing has been conducted by the City's Zoning Board of Appeals on December 3, 2014 and the Zoning Board of Appeals made a recommendation on the requested I-1 Zoning District Classification as requested and as is more particularly set forth in the attached Annexation Agreement.

WHEREAS, the City Council of the City has reviewed and approved the Annexation Agreement, following a public hearing pertaining thereto which was held before the City's City Council on December 15, 2014 pursuant to publication of proper legal notice thereof, all in accordance with the requirements of Section 11-15.1-3 (PROCEDURE) of Division 15.1 (ANNEXATION AGREEMENTS) of the Illinois Municipal Code, as amended (65 ILCS 5/11-15.1-3);

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

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

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

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

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

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

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

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

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

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

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

NAYS: None.

ABSENT: None.

ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 15th day of December, 2014.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



WESLEY J. HOEFFKEN, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF TRUE COPY

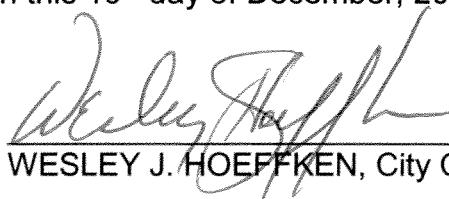
I, Wesley J. Hoeffken, hereby certify that I am the duly appointed City Clerk of the City of Columbia, Illinois, and as such I am the keeper of the books, records, file and corporate seal of said City.

I further certify that Ordinance No. 3149, entitled:

"AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT BETWEEN THE CITY OF COLUMBIA, ILLINOIS AND ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC FOR THE ANNEXATION AND ZONING OF A TRACT OF REAL ESTATE COMPRISING 8.49 ACRES, MORE OR LESS, HAVING AN ASSIGNED ADDRESS OF 11829 BLUFF ROAD, WHICH PROPERTY IS ADJACENT TO OLD BLUFF ROAD AND DD ROAD"

to which this Certificate is attached, is a true, perfect, complete and correct copy of said Ordinance as enacted at a regular meeting of the City Council held on the 15th day of December, 2014, and as appears of record in the files and records of the City.

IN WITNESS WHEREOF, I have signed, sealed and delivered this Certificate for the uses and purposes hereinabove set forth this 15th day of December, 2014.



WESLEY J. HOEFFKEN, City Clerk

(SEAL)

ANNEXATION AGREEMENT

THIS AGREEMENT is entered into and made effective this 15th day of December, 2014, by and between the CITY OF COLUMBIA, a municipal corporation located in the Counties of Monroe and St. Clair in the State of Illinois, (hereinafter referred to as "CITY") by and through its Mayor and Board of Aldermen (hereinafter referred to as the "Corporate Authorities"), as the Party of the First Part, and Enable Mississippi River Transmission, a limited liability company duly organized, with its principal office at 1111 Louisiana, Houston, Texas, 77002, a Delaware corporation, or its assignee, as the Party of the Second Part (hereinafter individually and collectively referred to as "ENABLE").

WITNESSETH

WHEREAS, the City has authority pursuant to 65 ILCS 5/11-15.1-1, to enter into an Agreement with the owners of record of land in unincorporated territory to provide for the annexation thereof; and

WHEREAS, the City is authorized by Article VII, Section 10, of the Constitution of the State of Illinois, 1970, to enter into contracts with individuals in any manner not prohibited by law or ordinance; and

WHEREAS, ENABLE is the sole record owner of 8.49 acres, more or less, of real estate, which is not situated within the corporate limits of any other municipality, which boundaries are contiguous to the corporate limits of the City, and said property being more particularly hereinafter described in Exhibit 1 attached hereto and fully incorporated herein by reference (said property being hereinafter referred to as "Annexation Tracts"); and

WHEREAS, the subject Annexation Tracts are currently improved and utilized as a natural gas distribution and measuring facility and there are no electors residing thereon; and

WHEREAS, ENABLE has heretofore submitted a signed, written Annexation Petition (the "Annexation Petition") to the Corporate Authorities of the City to annex said real estate into the City pursuant to the provisions of 65 ILCS 5/7-1-8; and

WHEREAS, the Annexation Petition is requesting that the Annexation Tracts be annexed to the City upon the terms and conditions herein set forth; and

WHEREAS, the Corporate Authorities of the City, after due and careful consideration, have found and determined, and do hereby declare, that the annexation of the Annexation Tracts to the City on the terms and conditions herein set forth and provided for, will further the orderly growth of the City, will enable the City to control the development of the area and will serve the welfare and best interest of the residents of the City; and

WHEREAS, this agreement is contingent upon the re-zoning of a certain adjacent 7.76 acre tract from "A-1" Agricultural District zoning to that of "I-1" Light Industrial zoning so as to form a 16.25 acres, more or less, parcel for use as an industrial park within the corporate limits of the CITY for the continuing purpose of a natural gas distribution and measuring facility by ENABLE.

WHEREAS, said territory shall be further identified on the Map of Annexation to be attached to the City's ordinance relating to the annexation of said territory, which ordinance once enacted shall be deemed incorporated herein by reference thereto; and

WHEREAS, this Annexation Agreement (hereinafter referred to as "Agreement") has been submitted to the Corporate Authorities of the City with a request to hold a hearing thereon; and

WHEREAS, ENABLE desires to have said real estate (Exhibit 1) annexed to the City in accordance with the terms of this Agreement, and City desires that said real estate (Exhibit 1) be so annexed; and

WHEREAS, notice of a public hearing on this Agreement has been given in the manner provided by law (65 ILCS 5/11-15.1-3), and the Corporate Authorities of the City have had such hearings as are provided by law; and

WHEREAS, all public hearings and other actions required to be held or taken prior to the adoption and execution of this Agreement in order to make the same effective have been held or taken; and

WHEREAS, the CITY finds it to be in the public interest to allow for the continuing non-conforming use of the Annexation Tracts as a natural gas distribution and measuring facility and for the same use of the adjacent 7.76 acre parcel within the municipal limits constituting a 16.25 acre industrial park.

WHEREAS the CITY has determined that the continued non-conforming use of the subject property will not impair an adequate supply of light and air to adjacent property, or increase congestion in public streets or increase the danger of fire, or materially diminish or impair established property values within the

surrounding area, or in any other respect impair the public health, safety, comfort, morals and welfare of the city.

WHEREAS, ENABLE has authorized and directed that said Annexation Petition be filed with the City Clerk upon the execution of this Agreement by all the parties hereto; and

NOW THEREFORE, for and in consideration of the mutual promises, covenants, and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Preambles.**

The representations and recitations set forth in the foregoing preamble are material to this Agreement and are hereby incorporated into and become a part of this Agreement as if they were fully set forth in this Paragraph 1.

2. **Annexation and Zoning of the Annexation Tract.**

At a regular or special meeting of the CITY Council occurring on or after the meeting where the ordinance authorizing this Annexation Agreement is enacted, the CITY Council will enact an ordinance annexing the Annexation Tracts to the CITY, to be used for the operation of natural gas distribution and measuring facilities with associated office uses encompassing at least 15 acres of property. The Annexation Ordinance, together with an accurate map of the Annexation Tract, will be recorded in the Office of the Recorder of Deeds of

Monroe County, Illinois, and filed in the Office of the Clerk of Monroe County, Illinois, in accordance with requirements of Sections 5/7-1-8 and 5/7-1-40 of the Illinois Municipal Code (65 ILCS 5/7-1-8 and 5/7-1-40). It is agreed that the City shall amend its zoning map to show upon annexation of said real estate (Exhibit 1 and 2) shall be zoned under the City's Zoning Code with an Industrial 1 District (I-1) zoning classification.

Further, that ENABLE shall be permitted to continue its non-conforming use of the Annexation Tracts for the operation of a natural gas distribution and measuring facility, including the outdoor storage of piping and related fittings and equipment, piping facilities, communication tower and security fencing, and other necessary equipment and facilities consistent with its current use, industry standard and/or regulatory requirements for such facilities. ENABLE will expend a maximum of \$2,000 to plant trees directly east of existing buildings located immediately west of Old Bluff Road within sixty days (60) of execution of the Annexation Agreement, unless weather conditions mandate planting those trees in the Spring of 2015, no later than April 1, 2015.

Such non-conforming use shall be permitted as of the effective date of this Agreement, or any subsequent amendment to the CITY zoning code, and to any subsequent enlargement, extension, reconstruction or structural alteration on the Annexation Tracts or adjacent property contained with-in the industrial park,

including the contemplated construction of new facility structures within the proposed park, for the limited purpose of the operation of a natural gas distribution and measuring facility, provided that such non-conforming use shall not extend beyond the industrial park as set forth in Exhibit (1) and Exhibit (2) herein. Any new facility shall be constructed with materials consistent with the non-conforming use of the property and the minimal aesthetic of facilities currently existing on the premises.

3. **Water and Utility Service.** ENABLE shall be entitled to tap in to the existing sewer and water connection for services to the buildings currently on or contemplated to be built on the Annexation Tracts. ENABLE will pay the customary connection fees (sometimes referred to as "tap-in fees") and surcharges to connect to the sanitary sewer and water services to the CITY's water and sewer mains and will be responsible for paying any recoupment fee that may be required for the property.

4. **Annexation Expenses.** ENABLE shall pay all of the legal and engineering expense incurred by the CITY in the annexation and zoning of the Annexation Tracts. ENABLE will also pay for all other expenses including the costs incurred in preparing the Annexation Plat that is required to be recorded with the Annexation Ordinance in the Office of the County Recorder in Monroe County, Illinois, and which is also required to be filed in the Office of the Clerk of

Monroe County, Illinois. ENABLE will pay for any Zoning Board hearing fees, including fees associated with publishing any notices required under this Agreement.

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

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

7. **Enforcement.** This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties hereto by an appropriate action at law or in equity to secure performance of the covenants hereof in accordance with the provisions of Section 11-15.1-4 of the Illinois Municipal Code (65 ILCS 5/11-15.1-4).

8. **Remedies.**

All remedies available to any of the parties hereto are cumulative, and the exercise by them of any one or more thereof shall not be construed as a waiver of any other remedy available either under this Agreement or at law or in equity.

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

10. **Amendments.** This Annexation Agreement may be amended only by written mutual agreement of the parties hereto, provided that a CITY ordinance incorporating the terms of said written mutual agreement is duly enacted according to the procedures provided by Section 11-15.1-3 of the Illinois Municipal Code (65 ILCS 5/11-15.1-3).

11. **Inurement.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, legal and/or personal representatives, and assigns, and the benefits and burdens herein shall be deemed to be covenants running with the title to said real estate (Exhibit 1).

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

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

By: Kevin Hutchinson
KEVIN HUTCHINSON, Mayor

ATTEST:

Wesley J. Hoeffken
Wesley J. Hoeffken, City Clerk

(Municipal Seal)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

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

Given under my hand and Notary Seal this 15th day of December, 2014.

Donna K. Mehaffey
NOTARY PUBLIC



ENABLE MISSISSIPPI RIVER
TRANSMISSION, LLC, a limited
liability company, the Party of the
Second Part

By: Frank J. Antoine.

STATE OF Louisiana)
Parish) SS
COUNTY OF Caddo)

The undersigned, a Notary Public, in and for the County, in the
State aforesaid, hereby certifies that Frank J. Antoine, Jr. personally
known to me and known to me to be an authorized representative of
ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC in the above
Agreement referred to as Party of the Second Part, appeared before me, in
person, this date, and acknowledged that he signed and delivered the
above and foregoing document, as his free and voluntary act and deed
and as the free and voluntary act and deed of ENABLE MISSISSIPPI
RIVER TRANSMISSION, LLC for the uses and purposes therein set forth.

Given under my hand and Notary Seal this 11th day of
October, 2014.



NOTARY PUBLIC

43837

TAMMI GAIL LUMMUS, NOTARY PUBLIC
CADDY PARISH, LOUISIANA
MY COMMISSION IS FOR LIFE

EXHIBIT 1

TRACT 1

All that certain tract of land located in Monroe County, Illinois, conveyed by Mary Heinrich and Herman Heinrich by warranty deed dated October 10, 1947, and recorded in Book 65, page 595, Record of Deeds of Monroe County, Illinois; located where the Alton Loop takes off from the Ste. Genevieve Line, and more particularly described as follows, to-wit:

A tract of land situated in Tax Lot No. 23, Survey No. 555, Claim 505 in Township 1 South, Range 10 West of the 3rd Principal meridian, Monroe County, Illinois, to-wit:

Beginning at stone at the Northeast Corner of said Tax Lot No. 23; thence north 61 degrees 8 minutes west along the most northerly boundary line of said Tax Lot 374.45 feet to a point which is north 12 degrees 11 minutes east 20 feet from an iron pipe; thence south 12 degrees 11 minutes west 437.20 feet to an iron pipe; thence south 77 degrees 49 minutes east 351.55 feet to an iron pipe on the most easterly boundary line of said Tax Lot; thence north 13 degrees 25 minutes east along said line 330.19 feet to the point of beginning; containing 3.13 acres, more or less.

Except

Beginning at a point in the existing Westerly right of way line of C. H. 6, said point being 62 feet Southerly of the recorded centerline of T.R. 7 at Station 10+05.00, as said centerline is now surveyed and staked out by the Department of Transportation of the State of Illinois and shown on a plat recorded in the Recorder's Office of Monroe County in Plat Book ___ on Page ___; thence Northwesterly to a point 24.00 feet Southerly of said centerline at Station 10+50.00; thence Northwesterly to a point 20.00 feet Southerly of said centerline at Station 11+04.00; thence Northwesterly to a point in the existing Southerly right of way line of T.R. 7, said point being 20.00 feet Southerly of said centerline at Station 12+73.00; thence Westerly along said existing right of way line to a point in the West line of the premises conveyed to Mississippi River Transmission Corporation by Deed by Emma Heinrich, recorded in Book 65 on Page 595 in the Recorder's Office of Monroe County, Illinois, said point being 27.07 feet Southerly of said centerline at Station 13+38.20; thence Northerly along said West line to a point in the existing Northerly right of way line of T.R. 7, said point being 15.27 feet Northerly of said centerline at Station 13+46.02; thence Easterly along said existing right of way line to a point 33.00 feet Northerly of said centerline at Station 11+12.00; thence Easterly along said existing right of way line to a point in the existing Westerly right of way line of C.H. 6; thence Southerly along said existing right of way line to the point of beginning, containing 0.37 acres, subject to 0.31 acres in existing right of way of T.R.7, net area required is 0.06 acre, more or less.

All distances are measured at right angles or radial to said recorded centerline of T.R.7.

TRACT II

F 2 7485

Part of Tax Lot 23A of U.S. Survey 555, Claim 505, reference being had to the Plat thereof recorded in the Monroe County Recorder's Office in Surveyor's Official Book A, Page 106, in Township 1 South, Range 10 West of the 3rd P.M., Monroe County, Illinois, being more particularly described as follows:

Commencing at an old stone at the Northeast corner of Tax Lot 23; thence South 13 degrees 43 minutes 14 seconds West (assumed bearing) along the Easterly line of said Tax Lot 23, 330.19 feet to the Southeast corner of a tract conveyed to Mississippi River Transmission Corporation by Deed recorded in Book 65, page 595 in said Recorder's Office, said point being the point of beginning of the tract herein described; thence continuing South 13 degrees 43 minutes 14 seconds West along the Easterly line of said Tax Lot 23, 395.13 feet; thence North 77 degrees 45 minutes 21 second West, 492.48 feet; thence North 12 degrees 24 minutes 27 seconds East, 769.36 feet to a point on the Southerly right-of-way line of T.R. 7 reference being had to the Plat thereof recorded in Envelope C, page 131 in said Recorder's Office, said point also being the beginning of an 1,175.92 foot radius non-tangent curve to the left whose center bears North 28 degrees 47 minutes 51 seconds East; thence Southeasterly along said curve and right-of-way line, through a central angle of 06 degrees 03 minutes 47 seconds, an arc distance of 124.44 feet; thence South 73 degrees 55 minutes 31 seconds East along said right-of-way line, 29.05 feet to a point on the Westerly line of said Mississippi River Transmission Corporation tract; thence South 12 degrees 24 minutes 27 seconds West along the Westerly line of said tract, 343.34 feet to the Southwest corner thereof; thence South 77 degrees 45 minutes 22 seconds East along the Southerly line of said tract, 351.55 feet the Point of Beginning.

EXCEPTING therefrom any portion lying within the right-of-way lines of a public roadway known as "Bluff Road".

EXHIBIT 2

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN MONROE COUNTY, ILLINOIS:

PART OF TAX LOT 23 OF UNITED STATES SURVEY 555, CLAIM 505, TOWNSHIP 1 SOUTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF MONROE, STATE OF ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID TAX LOT 23; THENCE ON AN ASSUMED BEARING OF NORTH 82 DEGREES 21 MINUTES 11 SECONDS WEST, ON THE NORTHEASTERLY LINE OF SAID TAX LOT 23, A DISTANCE OF 886.11 FEET; THENCE SOUTH 27 DEGREES 38 MINUTES 49 SECONDS WEST, A DISTANCE OF 130.11 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF NEW BLUFF ROAD AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF DD ROAD AND THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING; THENCE THE FOLLOWING FIVE (5) COURSES AND DISTANCES ON SAID SOUTHWESTERLY RIGHT OF WAY LINE OF DD ROAD; 1) SOUTH 66 DEGREES 14 MINUTES 39 SECONDS EAST, A DISTANCE OF 300.92 FEET; 2) SOUTH 73 DEGREES 44 MINUTES 24 SECONDS EAST, A DISTANCE OF 42.55 FEET; 3) 22.74 FEET ON A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 2834.79 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 60 DEGREES 16 MINUTES 17 SECONDS EAST, A DISTANCE OF 22.74 FEET; 4) SOUTH 60 DEGREES 02 MINUTES 30 SECONDS EAST, A DISTANCE OF 22.11 FEET; 5) 51.08 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 1175.92 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 61 DEGREES 17 MINUTES 10 SECONDS EAST, A DISTANCE OF 51.08 FEET TO THE MOST WESTERLY CORNER OF A TRACT OF LAND DESCRIBED IN DEED BOOK 161 ON PAGE 604; THENCE SOUTH 11 DEGREES 07 MINUTES 28 SECONDS WEST, ON THE WESTERLY LINE SAID TRACT OF LAND DESCRIBED IN DEED BOOK 161 ON PAGE 604, A DISTANCE OF 769.22 FEET TO THE MOST WESTERLY CORNER OF SAID TRACT OF LAND DESCRIBED IN DEED BOOK 161 ON PAGE 604; THENCE SOUTH 79 DEGREES 03 MINUTES 11 SECONDS EAST, ON THE SOUTHEASTERLY LINE OF SAID TRACT OF LAND DESCRIBED IN DEED BOOK 161 ON PAGE 604, A DISTANCE OF 442.47 FEET TO THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF OLD BLUFF ROAD AND THE NORTHERLY RIGHT OF WAY LINE OF SANDBANK ROAD; THENCE THE FOLLOWING THREE (3) COURSES AND DISTANCES ON SAID NORTHERLY RIGHT OF WAY LINE OF SANDBANK ROAD; 1) SOUTH 87 DEGREES 25 MINUTES 55 SECONDS WEST, A DISTANCE OF 221.89 FEET; 2) SOUTH 88 DEGREES 45 MINUTES 30 SECONDS WEST, A DISTANCE OF 400.00 FEET; 3) NORTH 61 DEGREES 03 MINUTES 43 SECONDS WEST, A DISTANCE OF 75.19 FEET TO THE SAID EASTERLY RIGHT OF WAY LINE OF BLUFF ROAD; THENCE THE FOLLOWING TWO (2) COURSES AND

DISTANCES ON SAID EASTERLY RIGHT OF WAY LINE OF BLUFF ROAD; 1) NORTH 01 DEGREES 14 MINUTES 30 SECONDS WEST, A DISTANCE OF 700.00 FEET; 2) NORTH 03 DEGREES 09 MINUTES 04 SECONDS EAST, A DISTANCE OF 301.64 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS OUTLOT 2 OF "MINOR SUBDIVISION PLAT FOR ALTERNATIVES FOR SENIORS, INC. SUBDIVISION", RECORDED FEBRUARY 14, 2007, AS DOCUMENT NO. 312967, IN ENVELOPE 2-233B IN THE RECORDER'S OFFICE OF MONROE COUNTY, ILLINOIS.

PIN: 04-08-317-102

PRIOR DEED: Document No. 298804