

## **ANNEXATION AND DEVELOPMENT AGREEMENT**

THIS ANNEXATION AND DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into this \_\_\_\_ day of November 2023, by and between the **CITY OF JOLIET**, an Illinois municipal corporation, Will County, Illinois ("**City**"), by and through the Mayor and City Council of the City (collectively, "**Corporate Authorities**"), and **NP Compass Building 4, LLC**, a Delaware limited liability company ("**Developer**"). Developer and the City are collectively referred to as the "Parties."

### **RECITALS**

**WHEREAS**, Developer is the owner or agent of the owner, of the real property legally described in Exhibit A, comprised of approximately 16.99 acres, which lies within the municipal planning boundary of the City but not within the corporate limits of the City or any other municipality (collectively "Parcel") and desires to develop the Parcel along with other real property which lies within the corporate limits of the City which, along with the Parcel, is legally described in Exhibit B, (collectively the "Property");

**WHEREAS**, the City and the Owner desire that the City annex the Parcel set forth on Exhibit A and approve the development of the Property in accordance with this Agreement and the ordinances and regulations of the City; and

**WHEREAS**, a public hearing has been held in the manner provided by law regarding the annexation and zoning classification of the Parcel and the adoption and approval of this Agreement; and

**WHEREAS**, a public hearing has been held in the manner provided by law regarding the variances and subdivision affecting the Property as set forth in this Agreement; and

**WHEREAS**, by a favorable vote of at least two-thirds of its corporate authorities then holding office, the City has passed a resolution approving this Agreement and authorizing its execution by the Mayor and City Clerk.

**NOW, THEREFORE**, in consideration of the covenants and conditions contained in this Agreement, the City and the Owner agree as follows:

1. **INCORPORATION OF RECITALS**

The foregoing recitals are hereby incorporated into the body of this Agreement. Similarly, any exhibit referred to in this Agreement is hereby incorporated by reference as if fully set forth and repeated.

2. **ANNEXATION OF THE PARCEL**

Concurrently with the approval of this Agreement, the City shall, by ordinance, annex the Parcel set forth on Exhibit A in accordance with applicable law.

3. **ZONING OF THE PARCEL**

Concurrently with the passage of an ordinance annexing the Parcel by the City, the City shall enact an ordinance classifying the Parcel as I-1 (Light Industrial) zoning. The Zoning Ordinance of the City of Joliet (Ordinance No. 5285, as re-adopted pursuant to home rule authority by Ordinance No. 8730, as amended from time to time) ("Zoning Ordinance"), shall apply in all respects to the Parcel, except as may be expressly and specifically provided for herein.

4. **DEVELOPMENT OF THE PROPERTY**

(a) **General**

The Subdivision Regulations of the City of Joliet (Ordinance No. 7208, as amended), shall apply in all respects to the Parcel. Any ambiguity or omission shall be resolved in favor of the applicability of the Subdivision Regulations.

(b) **Building Design Standards**

The City acknowledges that a variance from the Non Residential Design Standards set forth in Section 47-15H of the Zoning Ordinance was granted by the Zoning Board of Appeals of the City to allow for the use of certain materials for the construction of a building which shall apply to lot 1 of the subdivision. All other buildings, structures, or alterations hereafter constructed or made on the Parcel shall conform to the non-residential design standards.

(c) **Pavement of Yard Areas**

All outdoor areas of the Parcel used for vehicular access, display of inventory, materials storage, parking, outdoor storage, and similar uses, shall be paved in accordance with City requirements for commercial driveways and parking lots or as the Owner and the City may otherwise agree.

(d) **Preliminary, Final and Recording Plat**

Concurrently with the passage of an ordinance annexing the Parcel by the City, the City shall enact an ordinance approving the Preliminary, Final and Recording Plat for the Property. Such approval is not intended to, and does not constitute, a variance, waiver, or modification of any zoning, subdivision, water or sanitary sewer, land use, or construction requirement of the City. The Property shall be developed consistent with the intent of that certain annexation and development agreement approved by Ordinance 7720 and recorded as Document R2022008041 and there shall be no

access to Noel Road or Bush Road from the subdivision. Within thirty (30) days of the annexation of the Parcel to the City, Owner shall make a contribution to the City in the amount of \$450,000.00 which shall be in lieu of any requirement by Owner to improve Noel Road or Buch Road and Owner shall have no further obligation for such improvements.

(e) Variance

The City acknowledges a variance from Article VII, Paragraph 47-17-17, Subparagraph (n)(29) of the City of Joliet's Zoning Ordinance to allow for trailers and wheeled containers parking (i) on the short ends of a structure; (ii) in a double-deep stacking configuration; and(iii) perpendicular to both axes of the structure, provided, in all cases that the total number of accessory trailer and wheeled-container parking spots on an individual site shall not exceed 1 per 1500 square feet of building floor area was granted by the Zoning Board of Appeals and shall apply to Lot 1 of the subdivision.

5. **MUNICIPAL AND PUBLIC UTILITIES**

Article 31 of the Code of Ordinances, as amended, re-codified or succeeded from time to time, including, but not limited to the payment of water and sewer connection charges, shall apply in all respects to the Parcel and to the provision of water and sanitary sewer collection and treatment services to the Owner by the City, except as may be expressly and specifically provided for herein. Any ambiguity or omission shall be resolved in favor of the applicability of Article 31, as amended.

(a) Water Supply

Upon annexation of the Parcel to the City, and the issuance of required permits and approvals by the City, and any other agency having jurisdiction thereof, the Owner shall be permitted to connect to the City public water utility system. The Owner shall be

responsible for extending the water lines to the Parcel. The Owner shall be responsible for any applicable recapture fees (Ordinance #18320).

(b) Sanitary Sewer Service

Upon annexation of the Parcel to the City and the issuance of required permits and approvals by the City and any other agency having jurisdiction thereof, the Owner shall be permitted to connect to the City sanitary sewer utility system. The Owner shall be responsible for extending the sewer lines to the Parcel. The Owner shall be responsible for any applicable recapture fees (Ordinance #18320).

6. DEVELOPMENT FEES

(a) General

In consideration of the approval of this Agreement by the City and the provision of municipal services to the Parcel, the Owner hereby agrees, for himself and his Successors, to timely pay in full the following items ("Development Fees") in accordance with the applicable ordinances, as such ordinances may be presently constituted or as may hereafter be amended:

- (1) Water Connection Charge, Section 31-54 of the Code of Ordinances;
- (2) Sanitary Sewer Connection Charge, Section 31-54 of the Code of Ordinances;
- (3) Fire Protection District Disconnection Fee, Section 23-43 of the Code of Ordinances;
- (4) Public Library Disconnection Fee, Section 23-47 of the Code of Ordinances;
- (5) Development Impact Fee, Section 23-60 of the Code of Ordinances; and
- (6) Assurances for Public Improvements, Section IV of the Subdivision Regulations, including, but not limited to, sub-section 4.5(B) thereof.

(b) Stipulation Concerning Public Improvements and Development Fees

The City and the Owner hereby irrevocably stipulate and acknowledge that the payment of the Development Fees required by this Agreement or the Subdivision Regulations are valid development requirements that are necessary to accommodate the increased population densities, increased vehicular and pedestrian traffic and increased need for additional public services and facilities and is specifically and uniquely attributable to the development of the Parcel.

(c) Waiver of Right to Contest Public Improvement Requirements or Development Fees

The Owner, for itself and its successors, hereby waives and disclaims any and all right or claim it may have or hereafter acquire under which Owner or its successors may seek to avoid, reduce, condition or delay the payment of Development Fees or seek a refund or rebate thereof, or that would have the effect of invalidating such fees or impairing the collection thereof. In addition, the Owner, for itself and its successors, hereby waives and disclaims any and all right or claim it may have or hereafter acquire under which Owner or its successors may seek to avoid, reduce, condition or delay the provision of the roadway improvements and other public improvements required by this Agreement or the Subdivision Regulations at the Owner's sole cost and expense and without the right of recapture.

(d) Covenant Not to Sue

In addition to the foregoing, Owner warrants and covenants with the City that it shall not bring suit, nor shall it 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 ordinances imposing, implementing or amending Development Fees or the provision of public improvements;

(2) seeks a declaration regarding the validity, constitutionality or enforceability of such ordinances;

(3) seeks the mandatory approval or execution of subdivision plats or construction permits without the full and prompt payment of Development Fees or the provision of public improvements by a writ of mandamus or injunction; or

(4) seeks to enjoin, restrain, condition or impair the payment or collection of money or the transfer or improvement of property pursuant to ordinances imposing, implementing or amending Development Fees or requiring the provision of public improvements at the expense of the Owner;

(5) claims that the enforcement of ordinances imposing Development Fees or requiring the provision of public improvements at the expense of the Owner constitute a taking;

(6) claims the ordinances establishing, implementing or amending the Development Fees, the Zoning Ordinance or the Subdivision Regulations were not validly enacted.

(e) Reliance by City

The parties acknowledge that the City has agreed to annex the Parcel and provide municipal services in strict reliance upon the Owner's agreement to pay Development Fees and to provide public improvements as set forth in this Agreement and the Subdivision Regulations.

(f) Other Taxes and Fees

The payment of Development Fees and the provision of public improvements shall be in addition to any other tax, fee, charge, assessment or requirement levied or imposed by the City.

7. **APPLICABILITY OF CITY CODES AND ORDINANCES**

Unless otherwise specifically and expressly exempted by this Agreement, the Parcel and any use made of the Parcel shall be subject to, and shall comply with, all City Codes and Ordinances including, but not limited to, the Code of Ordinances, the Zoning Ordinance and the Subdivision Regulations. In addition, the reference herein to any City code, ordinance or regulation shall not be construed to waive, modify, limit or otherwise affect the applicability of any other City code or ordinance.

8. **NOTICES**

All notices required by this Agreement shall be in writing. The mailing of a notice by registered or certified mail, return receipt required, shall be sufficient service. Such notice shall be deemed served on the fourth day (excluding Sundays and legal holidays) after its deposit with the postal authorities.

Notice to City shall be addressed as follows:

City Manager  
City of Joliet  
150 West Jefferson Street  
Joliet, IL 60432

With a copy to: Corporation Counsel  
City of Joliet  
150 West Jefferson Street  
Joliet, IL 60432

Notice to Owner shall be addressed as follows:

NP Compass Building 4, LLC  
3315 North Oak Trafficway  
Kansas City, MO 64116

With a copy to: Nathaniel P. Washburn  
KGG LLC  
111 N. Ottawa Street  
Joliet, IL 60432

The parties may hereafter agree in writing to accept service of notice in any other manner.

9. **AMENDMENTS**

This Agreement, including the attached exhibits, may be amended only with the mutual consent of the parties by a duly executed written Agreement.

Notwithstanding the foregoing, all or any portion of the Parcel may be rezoned upon the mutual Agreement of the City and the owner of record of the affected territory without such reclassification constituting an amendment to this Agreement. In such event, notice and hearing shall be provided as may be required by ordinance with respect to zoning reclassifications. Notice and hearing that may be required by law for amendments to annexation Agreements shall not be required. Furthermore, approval of the zoning reclassification shall not require a supermajority as may be required by law for the amendment of an annexation Agreement.

Neither the City nor the Owner shall be obligated to amend this Agreement during its term and no action shall lie to compel such action or to compensate a party for an election not to amend this Agreement. Similarly, the City may elect not to rezone the Parcel during the term of this Agreement and such election shall not be justiciable.

10. **FINAL AGREEMENT AND CONSTRUCTION**

The express reference in this Agreement to a specific ordinance, resolution or other requirement of the City shall not be construed so as to waive any other such ordinance, resolution or requirement. It is the understanding of the parties that all ordinances and regulations of the City shall apply to the Parcel in all respects unless

otherwise expressly and specifically provided for herein. For purposes of construction, both the City and the Owner shall be deemed the authors of this Agreement.

11. **ENFORCEMENT**

This Agreement shall be enforceable by actions in law and at equity, including actions for specific performance and injunctive relief, provided however, that an action for money damages shall not lie against the City or its officials. The laws of the State of Illinois shall control the construction and enforcement of this Agreement. The parties agree that all actions instituted on this Agreement shall be commenced and heard in the Circuit Court of Will County, Illinois, and not in any other county, and hereby waive venue in any other court of competent jurisdiction.

Before any failure of any party to perform any obligation arising from this Agreement shall be deemed to constitute a breach, the party claiming the breach shall notify the defaulting party and demand performance. No breach of this Agreement shall have been found to have occurred if performance is commenced to the satisfaction of the complaining party within thirty (30) business days of the receipt of such notice.

12. **SUCCESSORS**

This Agreement shall bind and inure to the benefit of each party and their successors in interest, including, but not limited to, their respective corporate authorities, heirs, successors, assigns, lessees, transferees, and licensees ("Successors"). The Owner may assign this Annexation Agreement to any of his related entities at any time without objection or approval of the City of Joliet and shall then be relieved of any duties or responsibilities under the Annexation Agreement.

13. **AGREEMENT AS COVENANT**

The terms and conditions of this Agreement shall constitute restrictive covenants or equitable servitudes running with the land. The City shall record this Agreement with the Recorder of Deeds.

14. **SEVERABILITY**

If any provision, covenant, Agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provision, covenant, Agreement or portion of this Agreement, and to that end, every provisions, covenants, Agreements or portions of this Agreement is declared to be severable.

15. **DURATION AND EFFECTIVE DATE**

This Agreement shall take effect on the date of the closing of the purchase of the Parcel by the Owner and shall remain in effect for a term of twenty (20) years.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the date hereinabove first written.

**CITY:**

**City of Joliet**, an Illinois home rule  
Municipal corporation

By: \_\_\_\_\_  
Mayor, City of Joliet

**OWNER:**

**NP Compass Building 4, LLC**, a  
Delaware limited liability company  
By: NPD Management, LLC, its Manager

By:  \_\_\_\_\_  
Nathaniel Hagedorn, Manager

Attest:

By: \_\_\_\_\_  
City Clerk

**Exhibit A**

**PARCELS (TO BE ANNEXED)**

PARCEL I:

THE WEST 431.90 FEET OF THE SOUTH 1008.57 FEET OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.  
PERMANENT INDEX NUMBER: 10-11-09-300-015-0000  
COMMONLY KNOWN AS: 19940 WEST NOEL ROAD, ELWOOD, IL

PARCEL II:

THE EAST 382.5 FEET OF THE SOUTH 700 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE EAST 82.5 FEET OF THE SOUTH 264 FEET THEREOF, WHICH WAS CONVEYED BY WARRANTY DEED RECORDED NOVEMBER 21, 1845 IN BOOK K ON PAGE 154, IN WILL COUNTY, ILLINOIS.  
PERMANENT INDEX NUMBER: 10-11-09-300-009-0000  
COMMON ADDRESS: 19922 W NOEL ROAD, ELWOOD, IL, 60421

PARCEL III:

TRACT 1:

THE SOUTH 208 FEET OF THE WEST 175 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN;

TRACT 2:

THE SOUTH 4 CHAINS OF THE EAST 1.25 CHAINS OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN WILL COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 10-11-09-300-002-0000 & 10-11-09-300-005-0000  
COMMONLY KNOWN AS: 19808 W. NOEL ROAD, ELWOOD

**Exhibit B**  
**PROPERTY (TO BE DEVELOPED)**

ALL OF LOT 4 AND ALL OF LOT 5 IN THIRD COAST INTERMODAL HUB 1 - UNIT 1 ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE WILL COUNTY RECORDER ON JULY 26, 2023, AS DOCUMENT NUMBER R2023-037601, TOGETHER WITH THAT PART OF THE NORTHEAST QUARTER OF SECTION 17, AND THAT PART OF THE SOUTHEAST QUARTER OF SECTION 8, AND THAT PART OF THE SOUTHWEST QUARTER OF SECTION 9, ALL IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

**BEGINNING** AT THE NORTHEAST CORNER OF SAID SECTION 17; THENCE SOUTH 01 DEGREES 39 MINUTES 20 SECONDS EAST (BASIS OF BEARINGS - ILLINOIS STATE PLANE COORDINATES EAST ZONE NAD83 BROUGHT UP TO GROUND COORDINATES) ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17 A DISTANCE OF 907.07 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 40 SECONDS WEST 744.71 FEET TO A POINT ON A NON-TANGENT CURVE BEING CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 73.00 FEET; THENCE SOUTHERLY AND SOUTHWESTERLY AND WESTERLY ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 130.07 TO ITS POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY CHORD BEARING OF SOUTH 49 DEGREES 23 MINUTES 26 SECONDS WEST 113.54 FEET; THENCE NORTH 79 DEGREES 33 MINUTES 48 SECONDS WEST 93.00 FEET TO THE EASTERN LINE OF THE UNION PACIFIC RAILROAD COMPANY (aka THE GULF, MOBILE AND OHIO RAILROAD) (FORMERLY THE CHICAGO AND ALTON RAILROAD); THENCE NORTH 10 DEGREES 26 MINUTES 12 SECONDS EAST ALONG THE EASTERN LINE OF SAID RAILROAD 1851.41 FEET TO THE WESTERNMOST SOUTHWEST CORNER OF LOT 3 OF SAID THIRD COAST INTERMODAL HUB 1 - UNIT 1; THENCE SOUTH 66 DEGREES 30 MINUTES 16 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 3 A DISTANCE OF 35.08 FEET TO A POINT ON A NON-TANGENT CURVE BEING CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 548.00 FEET; THENCE NORTHEASTERLY AND EASTERLY ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 619.15 TO ITS POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY CHORD BEARING OF NORTH 55 DEGREES 51 MINUTES 47 SECONDS EAST 586.74 FEET; THENCE NORTH 88 DEGREES 13 MINUTES 49 SECONDS EAST 43.28 FEET TO A POINT ON THE WEST LINE OF LOT 6 OF SAID THIRD COAST INTERMODAL HUB 1 - UNIT 1; THENCE SOUTH 01 DEGREES 46 MINUTES 11 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 6 A DISTANCE OF 66.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6, SAID POINT ALSO BEING ON THE NORTH LINE OF LOT 4 OF SAID THIRD COAST INTERMODAL HUB 1 - UNIT 1; THENCE ALONG THE NORTH LINE OF SAID LOT 4 THE FOLLOWING 5 COURSES: 1) THENCE NORTH 88 DEGREES 13 MINUTES 49 SECONDS EAST 558.70 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 548.00 FEET, 2) THENCE EASTERLY AND NORTHEASTERLY ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 381.38 FEET TO ITS POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 68 DEGREES 17 MINUTES 34 SECONDS EAST 373.73 FEET; 3) THENCE NORTH 48 DEGREES 21 MINUTES 18 SECONDS EAST 105.00 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE

SOUTHEAST AND HAVING A RADIUS OF 482.00 FEET; 4) THENCE NORTHEASTERLY AND EASTERLY ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 335.62 FEET TO ITS POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 68 DEGREES 18 MINUTES 11 SECONDS EAST 328.89 FEET; 5) THENCE NORTH 88 DEGREES 15 MINUTES 04 SECONDS EAST 750.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE ALONG THE EASTERLY LINES OF SAID LOT 4 THE FOLLOWING 3 COURSES; 1) THENCE SOUTH 01 DEGREES 44 MINUTES 56 SECONDS EAST 77.00 FEET; 2) THENCE SOUTH 88 DEGREES 15 MINUTES 04 SECONDS WEST 750.33 FEET; 3) THENCE SOUTH 01 DEGREES 34 MINUTES 29 SECONDS EAST 1107.43 FEET ALONG THE EAST LINE OF SAID LOT 4 AND SAID LINE EXTENDED SOUTHERLY AND ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE NORTH 88 DEGREES 13 MINUTES 49 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH 208 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 9 A DISTANCE OF 175.00 FEET; THENCE SOUTH 01 DEGREES 34 MINUTES 29 SECONDS EAST ALONG THE EAST LINE OF THE WEST 173 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9 A DISTANCE OF 208.00 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE SOUTH 88 DEGREES 13 MINUTES 49 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9 A DISTANCE OF 557.50 FEET TO THE SOUTHEAST CORNER OF THE ROADWAY DEDICATION FOR NOEL ROAD PER SAID THIRD COAST INTERMODAL HUB 1 - UNIT 1; THENCE THE FOLLOWING THREE COURSES ALONG SAID ROADWAY DEDICATION; 1) THENCE NORTH 01 DEGREES 34 MINUTES 29 SECONDS WEST 33.00 FEET; 2) THENCE SOUTH 88 DEGREES 13 MINUTES 49 SECONDS WEST 516.77 FEET; 3) THENCE SOUTH 01 DEGREES 37 MINUTES 07 SECONDS EAST 33.00 FEET TO THE SOUTHWEST CORNER OF SAID ROADWAY DEDICATION AND THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE SOUTH 88 DEGREES 13 MINUTES 49 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9 A DISTANCE OF 431.90 FEET TO THE **POINT OF BEGINNING**, CONTAINING 3,027,674 SQUARE FEET OR 69.506 ACRES, MORE OR LESS.

BEING PART OF P.I.N. 10-11-08-400-008-0010 AND ALL OF P.I.N. 10-11-09-300-015-0000 AND PART OF P.I.N. 10-11-09-300-014-0010 AND ALL OF P.I.N. 10-11-09-300-002-0000 AND ALL OF P.I.N. 10-11-09-300-005-0000 AND PART OF P.I.N. 10-11-17-200-024-0000 AND ALL OF P.I.N. 10-11-09-300-009-0000 AND PART OF P.I.N. 10-11-09-100-005-0000.