

**ORDINANCE 2024-1**

**APPROVING A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF  
LEXINGTON AND BLACK DIRT INVESTMENTS, LLC**

**PASSAGE DATE: JANUARY 8, 2024**

**PUBLISHED DATE: JANUARY 8, 2024**

**EFFECTIVE DATE: JANUARY 8, 2024**

**FILED**  
McLEAN COUNTY, ILLINOIS

JAN 30 2024

*Kathy Michael*  
COUNTY CLERK

**ORDINANCE NO. 2024- 1**

**ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF LEXINGTON AND BLACK DIRT INVESTMENTS, LLC**

**WHEREAS**, City of Lexington (the "City") has heretofore designated a tax increment finance redevelopment project area (the "Redevelopment Project Area") and has approved a redevelopment plan and project adopting tax increment financing for the Redevelopment Project Area; and

**WHEREAS**, the Redevelopment Project Area includes property (the "Property") owned by BlackDirt Investments, LLC, an Illinois limited liability company ("Owner"), which proposes to develop the Property into a residential subdivision (the "Redevelopment Project"); and

**WHEREAS**, pursuant to Section 4(b) of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-4(b) ("TIF Act"), the City may make and enter into all contracts with property owners, developers, tenants, and others necessary or incidental to the implementation and furtherance of its redevelopment plan and project; and

**WHEREAS**, the City desires to enter into an agreement with BlackDirt Investments, LLC related to the Redevelopment Project in substantially the form attached hereto (the "Development Agreement");

**WHEREAS**, the City Council of the City has determined that it would be in the best interests of the City to adopt this ordinance approving the Development Agreement;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEXINGTON, MCLEAN COUNTY, ILLINOIS, AS FOLLOWS:**

**Section 1.** The Development Agreement in substantially the form attached hereto labeled as "Exhibit A" is hereby approved pursuant to Section 4(b) of the TIF Act and all other applicable authority.

**Section 2.** Officials of the City, specifically and including the Mayor and the City Clerk, are hereby authorized to execute and attest to the Development Agreement on behalf of the City, together with such changes therein as the Mayor deems appropriate, and to take any and all other actions necessary to effectuate the Development Agreement.

**Section 3.** This Ordinance is hereby ordered to be published in pamphlet form by the City Clerk who is ordered to keep at least three (3) copies hereof available for public inspection in the manner provided by law.

**FILED**  
MCLEAN COUNTY, ILLINOIS

JAN 30 2024

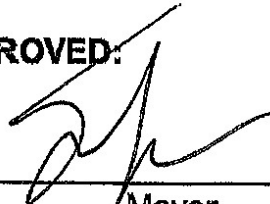
*Kashu Michael*

**Section 4.** This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

**Section 5.** This Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF LEXINGTON, MCLEAN COUNTY, ILLINOIS, IN REGULAR AND PUBLIC SESSION THIS 8 DAY OF Jan, 2024.**

APPROVED:

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

**FILED**  
MCLEAN COUNTY, ILLINOIS

JAN 30 2024

  
COUNTY CLERK

AYES: Aldermen Stover, Mattingly, Richard and Wilson

NAYS: None

ABSENT: Alderman Little

ABSTAINED: None

**FILED**  
MCLEAN COUNTY, ILLINOIS

JAN 30 2024

*Kathy Michael*  
COUNTY CLERK

**CERTIFICATION OF ORDINANCE**

STATE OF ILLINOIS            )

COUNTY OF MCLEAN         )

I, Patricia Pease, City Clerk of the City of Lexington, McLean County, Illinois, do hereby certify that the foregoing Ordinance constitutes a true and correct copy of said Ordinance, passed, approved and published on the 8th Day of January, 2024.

I do further certify that said Ordinance has been placed in the permanent records of said City and now appears and remains in the Book of Minutes.

In witness whereof, I have hereunto set my hand and seal of the City of Lexington, McLean County, Illinois, this 8th day of January, 2024.

*Patricia Pease*

Patricia Pease, City Clerk

City of Lexington

McLean County, Illinois



**EXHIBIT A – DEVELOPMENT AGREEMENT**

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on or as of the 17 day of JANUARY, 2024 by and between the City of Lexington, Illinois (the "City") and BlackDirt Investments, LLC, an Illinois limited liability company (the "Developer").

### RECITALS

- A. The City has heretofore designated a redevelopment project area (the "TIF District") under authority of the "TIF Act" as hereinafter defined.
- B. The Developer owns the "Project Site" hereinafter described and located within the TIF District along PJ Keller Highway in the City of Lexington.
- C. The Developer plans to develop a residential subdivision on the Project Site.
- D. The TIF Act authorizes the City to provide the Developer with financial assistance to develop the proposed subdivision through grants and payment of certain redevelopment project costs as defined in the TIF Act.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the mutual covenants and agreements hereinafter set forth, the City and the Developer agree as follows:

### ARTICLE I

#### DEFINITIONS

1.1 **Definitions.** As used in this Agreement the following terms shall have the meanings set forth opposite each of them unless the use or context clearly indicates that another meaning is intended:

"Agreement" or "this Agreement" means this development agreement between the City and the Developer.

"City" means the City of Lexington, a municipal corporation organized and existing under the laws of the State of Illinois located in McLean County, Illinois.

"City Code" means the City Code of the City of Lexington as from time to time amended.

"Construction Cost" means the entire cost of the Infrastructure necessary to develop the Subdivision including construction costs, the cost of preparing preliminary and final plats, the cost of site preparation and related professional fees.

**FILED**  
McLEAN COUNTY, ILLINOIS

JAN 30 2024

*Kathy Michael*  
COUNTY CLERK

**“Developer”** means BlackDirt Investments, LLC, a limited liability company organized and existing under the laws of the State of Illinois.

**“Final Plat”** means the final plat of the Subdivision together with the Plans and Specifications for the Infrastructure necessary to develop the Subdivision.

**“Infrastructure”** means all physical facilities necessary to develop the Subdivision in accordance with the Subdivision Code including, without limitation, streets, curbs, gutters, storm sewers, sanitary sewers, water mains, street lights, sidewalks and appurtenances.

**“Plans and Specifications”** means the plans and specifications for construction of the Infrastructure.

**“Preliminary Site Plan”** means the preliminary site plan for the Subdivision as set forth in *Exhibit B* attached hereto.

**“Prevailing Wage Act”** means the Prevailing Wage Act found at 820 ILCS 130/0.01, et seq. or any successor statute having substantially the same function.

**“Project Site”** means the real estate in McLean County, Illinois identified as of the date of this Agreement by the following parcel identification numbers and more particularly described at *Exhibit A* attached hereto:

09-07-100-054

09-07-100-066

**“Restrictive Covenants”** means covenants and conditions imposed by the Developer on the use of lots in the Subdivision following development of the Subdivision.

**“Subdivision”** means a new subdivision developed on the Project Site for the purpose of creating lots to be used for the construction of single-family residences, duplexes, and multi-family residences.

**“Subdivision Code”** means that Chapter of the City Code which regulates the development of subdivisions within the City.

**“TIF Act”** is the Tax Increment Allocation Redevelopment Act found at 65 ILCS 5/11-74.4-1, et. seq.

**“TIF Contribution”** means payment of TIF Eligible Project Costs to the Developer, or on behalf of the Developer, of funds generated by the City under authority of the TIF Act in the amount of the lesser of \$500,000 or the Construction Cost.

**“TIF District”** means the Lexington Redevelopment Project Area designated by the City pursuant to Ordinance No. 1996-22 adopted on November 11, 1996, under the authority of the TIF Act which now includes the Project Site within its boundaries.

**"TIF Eligible Project Costs"** means expenses of the Developer that are part of the Construction Cost that are eligible for reimbursement or payment by the City pursuant to the TIF Act.

**"TIF Fund"** means those funds received by the City from real estate tax increment generated within the TIF District as amended or contiguous TIF Districts, provided such funds are not otherwise committed.

**"TIF Plan and Project"** means the Tax Increment Redevelopment Plan and Redevelopment Project adopted by the City pursuant to Ordinance No. 1996-20 on November 11, 1996, pursuant to the TIF Act.

## **ARTICLE II**

### **OBLIGATIONS OF THE DEVELOPER**

2.1 **Development of Subdivision.** Within 120 days of execution of this Agreement, Developer shall commence the process of developing the Subdivision in accordance with the Preliminary Site Plan and in accordance with the procedures set forth in the City Code and the terms of this Agreement. In particular and without limitation, Developer shall submit preliminary and final plats of the Subdivision, pay applicable fees imposed by the Subdivision Code, pay any and all applicable fees imposed in connection with the extension of and connection to water mains and sanitary sewer mains within the Subdivision, provide security for completion of the Infrastructure and provide warranties upon completion. The Subdivision shall contain approximately 74 lots.

2.2 **Restrictive Covenants.** Developer shall prepare and submit Restrictive Covenants for the Subdivision for review and approval by the City. The Restrictive Covenants shall be generally similar to such covenants applicable within the Meadow Ridge Subdivision. The Restrictive Covenants shall limit the use of lots in the Subdivision to one and two family dwellings, and multi-family complexes. Upon approval of the Restrictive Covenants by the City, Developer shall record such covenants in the office of the McLean County Recorder of Deeds.

2.3 **Commitment for Financing.** Developer shall demonstrate to the reasonable satisfaction of the Mayor of the City that the Developer has secured a commitment for financing or otherwise has assets sufficient to pay any portion of the cost of developing the Subdivision not covered by the TIF Contribution.

2.4 **Taxes and Governmental Charges.** Developer shall pay or cause to be paid promptly as and when the same shall become due and payable, all lawful real estate taxes, sales taxes, or other lawful taxes, impositions and charges which may be imposed upon the Developer, any portion of the Project Site or any improvements to the Project Site.

2.5 **Compliance with Applicable Codes.** Except as otherwise specifically provided herein, Developer shall develop and construct the Project in accordance with all applicable provisions of federal and state law, the City Code and this Agreement (“Legal Requirements”).

### **ARTICLE III**

#### **OBLIGATIONS OF THE CITY**

3.1 **Zoning of the Project Site.** The City hereby verifies that the Project Site is located within the R-2 General Residence Zoning District as defined in the City Code.

3.2 **Zoning/Subdivision Variances.** Upon receipt of an appropriate petition from the Developer, the City shall approve the following waivers, conditional uses, and/or variances in the manner authorized by the City Code:

- a. Waive any requirement that the Developer dedicate land for parks and schools.
- b. Waive any requirement that Developer construct sidewalks on more than one side of any street located within the Subdivision.
- c. Allow street frontage on lots of within the Subdivision sufficient to accommodate the creation of 74 lots within the Project Site.
- d. Allow front yard setbacks of 30’.
- e. Approve single-family dwellings as a conditional use on the Project Site.

3.3 **Approval of Final Plat.** Provided that the Developer complies with all applicable provisions of the City Code, including in particular the Subdivision Code, and with the terms of this Agreement, the City shall promptly approve the Final Plat, provided same is substantially similar to the Preliminary Site Plan.

3.4 **TIF Contribution.** Subject to the terms and conditions of this agreement, the City shall pay to or on behalf of the Developer the TIF Contribution. As the Developer incurs TIF Eligible Project Costs, Developer shall submit invoices for such expenses to the City. The City may in its discretion either reimburse the Developer for the TIF Eligible Project Costs actually incurred and paid for by Developer or pay for such TIF Eligible Project Costs directly to the supplier of the material or service. Prior to reimbursing Developer for TIF Eligible Project Costs paid by Developer, the City shall be entitled to require evidence in a form reasonably satisfactory to the City that Developer has paid such expense and that such expense is a TIF eligible expense. Upon paying or reimbursing any TIF Eligible Project Costs, the City may require lien waivers or other evidence that suppliers providing materials and contractors providing services have been paid.

Under no circumstances shall the City pay to or on behalf of the Developer in the aggregate more than \$500,000 or the total Construction Cost whichever is less. Further, the maximum amount of TIF Eligible Project Costs payable by the City during any 12-month period shall not exceed \$500,000 ("Maximum Annual TIF Contribution"). To the extent that approved, but unreimbursed TIF Eligible Project Costs exceed the Maximum Annual TIF Contribution for any 12-month period, such costs shall be carried forward and reimbursed in the following 12-month period ("TIF Contribution Carry-Over"). The TIF Contribution Carry-Over shall be continued for the remaining life of the TIF District, or until the TIF Contribution has been paid.

The Developer shall use such sums received as reimbursement for TIF Eligible Project Costs only to the extent permitted by law and the Act. The parties acknowledge that the determination of TIF Eligible Project Costs, and, therefore qualification for reimbursement hereunder are subject to changes or interpretation made by amendments to the TIF Act, administrative rules or legally binding judicial interpretation during the term of this Agreement. The City has no obligation to the Developer to attempt to modify those decisions but will assist the Developer in every respect as to obtaining approval of TIF Eligible Project Costs.

**3.5 Limited Obligation.** Notwithstanding anything else herein, the parties acknowledge that the City's obligation to pay the TIF Contribution shall be subject to the availability of funds to the City from the tax revenues generated pursuant to the TIF Plan and Project that are not otherwise obligated for payment to a third party by prior approval or agreement of the City. The City's obligation hereunder to pay the TIF Contribution to Developer is a limited obligation to be paid solely from the TIF Fund. Said obligation does not now and shall never constitute an indebtedness of the City within the meaning of any State of Illinois constitutional or statutory provision and shall not constitute or give rise to a pecuniary liability of the City or a charge or lien against the City's general credit or taxing power.

It is not contemplated nor is the City obligated to use any of its TIF Fund which are not herein committed to the Developer's Project to pay for any of the Developer's TIF Eligible Project Costs but, rather, the City shall use its otherwise uncommitted sums for any purpose under the Act as it may in its sole discretion determine.

**3.6 Acceptance of Public Improvements.** Upon completion of the Infrastructure in accordance with the Plans and Specifications, in accordance with the requirements of the Subdivision Code, and in accordance with the terms and conditions of this Agreement, the City shall accept responsibility to maintain, operate, repair or replace the Infrastructure.

## ARTICLE IV

### GENERAL PROVISIONS

**4.1 Breach and Opportunity to Cure.** Before any failure of any party to this Agreement to perform its obligations under this agreement shall be deemed to be a breach of this agreement, the party claiming such failure shall notify in writing the party alleged to have failed

to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance is completed to the reasonable satisfaction of the complaining party within thirty (30) days after receipt of such notice or in the case of a failure which by its nature takes an excess of thirty (30) days to cure such longer period of time as may be reasonably necessary to cure the same provided that the curing party is pursuing said cure with diligence.

4.2 **Remedies in the Event of Breach.** Except as otherwise set forth herein, in the event of a breach of this Agreement by either party or in the event either party is adjudicated as bankrupt or makes a general assignment for the benefit of that party's creditors or if a receiver is appointed on account of a party's insolvency, then the non breaching party may without prejudice to any other right or remedy and after giving fifteen days written notice to the breaching party, terminate this Agreement. In the event of such termination, the party in breach of the contract shall not be entitled to receive any further payments or benefits provided for under the terms of this Agreement.

4.3 **Amendment.** This agreement and any exhibits attached hereto may be amended only by the mutual consent of the parties including in the case of the City, by the adoption of an ordinance or resolution of the City approving said amendment as provided by law, and by the execution of said amendment by the parties or their successors in interest.

4.4 **Indemnity.** It is the understanding of the Parties that the position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act does not apply to TIF increment received by developers as direct payment or reimbursement for private TIF Eligible Project Costs. This position of the Department of Labor is stated as an answer to a FAQ on its website at: <https://www.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx>. The Developer shall indemnify and hold harmless the City, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, consultants and attorneys (collectively, the "Indemnified Parties"), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.), the Illinois Procurement Code, and/or any similar State or Federal law or regulation. In addition, the Developer agrees to indemnify and hold harmless the City for any claim asserted against the City arising from the Developer's Project and/or this Agreement or any challenge to the eligibility of project costs reimbursed or paid to the Developer hereunder. This obligation to indemnify and hold harmless obligates Developer to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of City, including but not limited to the reasonable attorney fees of City.

4.5 **No Other Agreements.** Except as otherwise expressly provided herein, this Agreement supercedes all prior agreements, negotiations and discussions relative to the subject matter hereof and fully integrates the agreement of the parties.

4.6 **Limited Liability of City to Others for Developer's Expenses.** This agreement shall not create any third-party rights and the Developer shall indemnify and hold the City harmless on any claims arising out of Developer's construction activities.



4.7 **Cooperation of the Parties.** The City and the Developer agree to cooperate fully with each other concerning the development of the Developer's Project.

4.8 **Binding on Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

4.9 **Paragraph Headings.** Paragraph headings and references are for the convenience of the parties and are not intended to limit, vary, define or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions of this Agreement.

4.10 **Severability.** If any provision, covenant, 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 provisions, covenants or portions of this Agreement (and to that end, any provisions, covenants, or portion of this agreement are declared to be severable).

4.11 **Applicable Law.** This agreement shall be construed in accordance with the laws and decisions of the State of Illinois.

4.12 **Notices.** All notices delivered pursuant to this Agreement shall be in writing and shall be deemed to be effective as of the date of actual delivery with personal delivery or as of the third day from and including the day of posting if mailed by certified or registered mail return receipt requested with postage prepaid:

to the City:

City of Lexington  
329 West Main Street  
Lexington, IL 61753  
Attention: Mayor

with a copy to:

Miller, Hall & Triggs  
416 Main Street, Suite 1125  
Peoria, IL 61602  
Attention: Kathleen Carter

to the Developer:

BlackDirt Investments, LLC  
25360 Hiawatha Lane  
Hudson, IL 61748  
Attention: Carey Davis

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.13 **Waiver.** Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving



such right of remedy does so in writing. No such waiver shall obligate such party to waive any right of remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

4.14 **No Joint Venture, Agency, or Partnership Created.** Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

4.15 **Authority.** The signatory of Developer warrants full authority to both execute this Agreement and to bind the entity in which they are signing on behalf of.

## **ARTICLE V**

### **TERM**

Notwithstanding anything contained herein to the contrary, this Agreement shall expire upon the first to occur of the current expiration of the TIF District, tax year 2031 payable 2032, or upon the Developer receiving all incentives included herein. The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings, the Developer transfers the Property by a Deed in Lieu of Foreclosure, or upon default by the Developer of this Agreement.

**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date in Lexington, Illinois.

**CITY OF LEXINGTON,**  
an Illinois Municipal Corporation

By   
Its Mayor

**BLACKDIRT INVESTMENTS, LLC,**  
an Illinois limited liability company

By   
Carey Davis, Its Manager

**ATTEST:**

  
Its City Clerk

JAN 30 2024

EXHIBIT A

Legal Description of Project Site

Kathy Michael  
COUNTY CLERK

PART OF LOT 3 IN CLAUDON'S FOURTH ADDITION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3, FROM SAID POINT OF BEGINNING, THENCE WEST 287.51 FEET ALONG THE SOUTH LINE OF SAID LOT 3 TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 341.39 FEET ALONG THE WEST LINE OF SAID LOT 3; THENCE EAST 287.01 FEET TO A POINT OF THE EAST LINE OF SAID LOT 3 LYING 358.40 NORTH OF SAID SOUTHEAST CORNER; THENCE SOUTH 358.40 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING IN MCLEAN COUNTY, ILLINOIS.

PIN: 09-07-100-054

LOT 2 IN JAMES VAN DOLAH HEIRS SURVEY AND SUBDIVISION OF LOTS 2 AND 3 OF VAN DOLAH SUBDIVISION OF PART OF SECTION 7, TOWNSHIP 25 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THEREFROM THE FOLLOWING: A PART OF LOT 2 OF JAMES W. VAN DOLAH'S HEIRS' SURVEY AND SUBDIVISION OF LOTS 2 AND 3 OF A PART OF VAN DOLAH'S SUBDIVISION OF A PART OF SECTION 7, TOWNSHIP 25 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS A STRIP OF GROUND LYING BETWEEN THE TRUE WEST LINE OF SAID LOT 2 AND THE WEST OCCUPATION FENCE OF SAID LOT 2 (SAID FENCE LYING EAST OF THE SAID TRUE LINE) BOUNDED ON THE NORTH BY THE SOUTH RIGHT OF WAY LINE OF FAI ROUTE 55, SECTION 57-2 AND COUNTY HIGHWAY #08 AND BOUNDED ON THE SOUTH BY THE SOUTH LINE OF SAID LOT 2, SAID STRIP BEING 65.96 FEET WIDE AT THE NORTH END AND 66.66 FEET WIDE AT THE SOUTH END, IN MCLEAN COUNTY, ILLINOIS.

A PART OF LOT 1 OF JAMES W. VAN DOLAH'S HEIRS' SURVEY AND SUBDIVISION OF LOTS 2 AND 3 OF A PART OF VAN DOLAH'S SUBDIVISION OF A PART OF SECTION 7, TOWNSHIP 25 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS A STRIP OF GROUND LYING BETWEEN THE TRUE WEST LINE OF SAID LOT 1 AND THE WEST OCCUPATION FENCE LINE OF SAID LOT 1 (SAID FENCE LYING EAST OF THE TRUE LINE), BEING BOUNDED ON THE SOUTH BY THE SOUTH LINE OF SAID LOT 1 AND BEING BOUNDED ON THE NORTH BY THE SOUTH RIGHT OF WAY LINE OF COUNTY HIGHWAY #8, SAID STRIP BEING 93.2 FEET WIDE AT THE NORTH END AND 84.6 FEET WIDE AT THE SOUTH END, IN MCLEAN COUNTY, ILLINOIS.

EXCEPT FROM TRACTS 1 AND 2 THE CLAUDON'S FOURTH ADDITION, OF THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 25 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN BY SURVEY AND PLAT THEREOF RECORDED JULY 9, 1976 AS DOCUMENT NO. 76-8395, IN MCLEAN COUNTY, ILLINOIS.

ALSO EXCEPT FROM TRACTS 1 AND 2 THE FOLLOWING:

A PART OF LOT 2 IN JAMES VAN DOLAH HEIRS SURVEY AND SUBDIVISION OF LOTS 2 AND 3 OF VAN DOLAH SUBDIVISION OF PART OF SECTION 7, TOWNSHIP 25 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 5 IN THE RESUBDIVISION LOT 1 CLAUDON'S FOURTH ADDITION AMENDED ACCORDING TO THE PLAT THEREOF RECORDED MARCH 13, 2008, AS DOCUMENT NO. 2008-6938 IN THE MCLEAN COUNTY RECORDER'S OFFICE. FROM SAID POINT OF BEGINNING, THENCE WEST 350.18 FEET ALONG THE SOUTH LINE OF SAID LOT 5 WHICH FORMS AN ANGLE OF 86°-36'-38" AS MEASURED FROM NORTH TO WEST WITH THE EAST LINE OF SAID LOT 5 TO THE SOUTHWEST CORNER OF SAID LOT 5; THENCE SOUTH 82.64 FEET ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 5 WHICH FORMS AN ANGLE TO THE RIGHT OF 86°-20'-36" WITH THE LAST DESCRIBED COURSE; THENCE EAST 349.19 FEET LYING 60.31 FEET SOUTH OF SAID SOUTHEAST CORNER OF LOT 5 ON THE SOUTHERLY EXTENSION OF SAID EAST LINE OF LOT 5; THENCE NORTH 60.31 FEET ALONG SAID SOUTHERLY EXTENSION WHICH FORMS AN ANGLE TO THE RIGHT OF 90°-16'-02" WITH THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING, IN THE CITY OF LEXINGTON, MCLEAN COUNTY, ILLINOIS.

PIN: 09-07-100-066

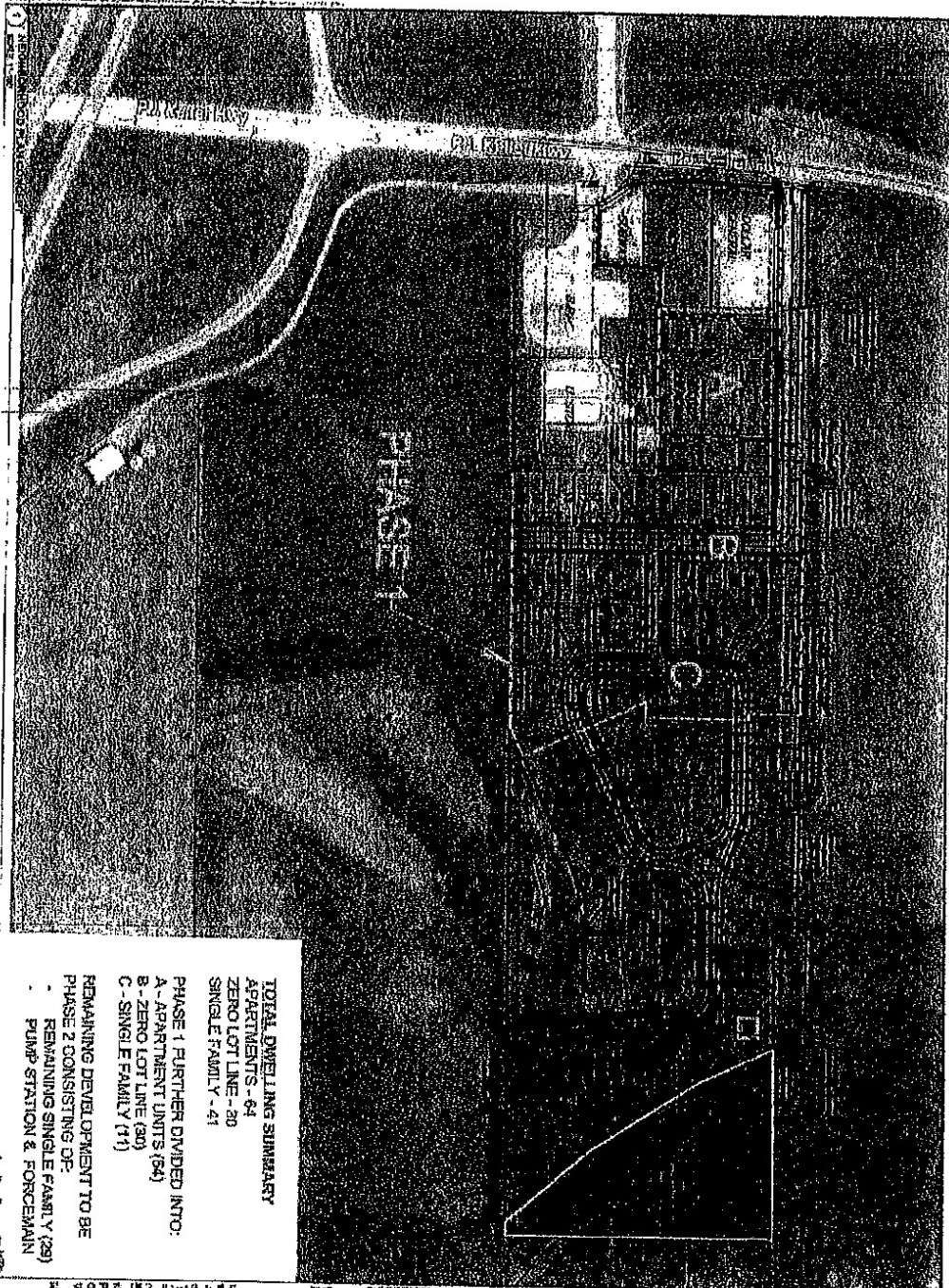
**EXHIBIT B**

**FILED**  
 McLEAN COUNTY, ILLINOIS

**Preliminary Site Plan**

**JAN 30 2024**

*Kathy Michael*  
 COUNTY CLERK



**TOTAL DWELLING SUMMARY**  
 APARTMENTS - 64  
 ZERO LOT LINE - 20  
 SINGLE FAMILY - 41

**PHASE 1 FURTHER DIVIDED INTO:**  
 A - APARTMENT UNITS (54)  
 B - ZERO LOT LINE (20)  
 C - SINGLE FAMILY (11)

**REMAINING DEVELOPMENT TO BE PHASE 2 CONSISTING OF:**  
 - REMAINING SINGLE FAMILY (29)  
 - PUMP STATION & FORCEMAIN

**Farmsworth**  
 600 S. ...  
 ...

**McLean County**  
 ...