ORDINANCE NO. 14-28

AN ORDINANCE AUTHORIZING EXECUTION OF ADDITIONAL AGREEMENT FOR EXCHANGE OF REAL ESTATE WITH PARROTT

WHEREAS, the Village of Morton has previously entered into an Agreement with Samuel L. Parrott, individually, Lab Properties, LLC Series II, and Samuel R. Parrott as Trustee under Trust dated December 23, 1986, known as Samuel R. Parrott Land Trust regarding various real estate matters; and

WHEREAS, in furtherance of the development of the downtown area, the Village desires to enter into an additional agreement for exchange of real estate; and

WHEREAS, it is proposed that the parties exchange an equal amount of square footage, being 22,610.70; and

WHEREAS, the real estate owned by the Village is no longer needed for the public interest; and

WHEREAS, the real estate to be received by the Village is useful for the Village and in the public interest; and

WHEREAS, the exchange of the real estate is equal and no cash will be exchanging hands; and

WHEREAS, the long term interest of the Village will be served by this agreement; and

WHEREAS, a public hearing was held at 7:00 p.m. on the 17th day of November, 2014, pursuant to notice published in the Morton Courier, on October 22, 2014.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, Tazewell County, Illinois, as follows:

SECTION ONE: The findings as set forth above are made a part of this Ordinance.

SECTION TWO: The President and Village Clerk are authorized to execute the Agreement for Exchange of Real Estate, attached as Exhibit A, and all other documents in conjunction therewith.

SECTION THREE: The Superintendent of Public Works and corporation counsel are directed to proceed with accomplishing all matters regarding the Agreement for Exchange of Real Estate.

BE IT FURTHER RESOLVED that this ordinance shall be in full force and effect upon its passage, approval, and publication as may be required by law.

PASSED AND APPROVED at a regular meeting of the President and Board of Trustees of the Village of Morton, Tazewell County, Illinois, this _____ day of _____, 2014; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2014.

_____
President

ATTEST:

_____
Village Clerk

AGREEMENT FOR EXCHANGE OF REAL ESTATE

This Agreement is made by and between the Village of Morton ("MORTON") and Samuel L. Parrott, individually, Lab Properties, LLC Series II, and Samuel R. Parrott as Trustee under Trust dated December 23, 1986 known as Samuel R. Parrott Land Trust ("PARROTT").

WHEREAS, MORTON owns the following property:

1. 3 lots at the corner of S. Plum Street and Adams Street, being part of Lots 7, 8 and 9, as described in Exhibit A.

   These are collectively referred to as "LOTS". Total sq. ft. is 20,685.60.

2. Triangular shaped parcel which touches Adams Street and touches the Trophy Shoppe property containing approximately 1,925 square feet which is described as follows:

   The property is depicted on Plat of Survey prepared by Holloway Land Surveying dated August 16, 2014. (HOLLOWAY SURVEY) and is described as follows:

   All that part of the Vacated Alley and
   All that part Lot 7 of W.W. Campbell's 3rd Addition and
   All that part of Lot 10 and Lot 11 of W.W. Campbell's 4th Addition enclosed by the following described parcel:

   Commencing at the southwest corner of Lot 6 of W.W. Campbell's 3rd Addition being the intersection of the east line of the Alley and the north line of Adams Street as the Point of Beginning; thence NORTHEASTERLY, along the east line of said Alley, to the north line of Lot 3 of W.W. Campbell's 3rd Addition; thence NORTHWESTERLY, at a right angle to the east line of said Alley, a distance of 50 feet; thence SOUTHWESTERLY 50 feet equal distance from and parallel to the east line of said Alley, to the North line of Adams Street; thence SOUTHEASTERLY, along the north line of Adams Street, to the Point of Beginning.

WHEREAS, PARROTT owns the following property:

1. Property at the corner of Plum Street and Washington Street, which is shown on Exhibit B and which is depicted as follows:

Middle White House	3,762.12 Sq Ft
South White House	3,682.09 Sq Ft
Lot E of South White House	6,136.76 Sq Ft

South of Duplex Fence 2,189.43 Sq Ft

The above property is referred to as PLUM PROPERTY.

2. Property known as TROPHY SHOPPE lot containing approximately 5,190 square feet which is all of the property on the HOLLOWAY Survey owned by Parrott less the property to be conveyed to Parrott (triangle parcel).

3. Strip, 613.96 sq. ft. (Tract 1), and future strip (Tract 2), as depicted on Exhibit C, which is 1,650.30 square feet.

WHEREAS, the parties desire to exchange property on the terms set forth in this Agreement.

WHEREAS, the parties agree that the total sq. ft. of the property to be acquired by each is 22,610.70 (.519 acres) and is equal in size and value.

THEREFORE BE IT AGREED AS FOLLOWS:

1. VALUES: The parties agree the values of the properties to be exchanged are equal.

2. EXCHANGE OF LAND: At closing the following will occur:

   A. MORTON shall transfer to PARROTT the property it owns as described above.

   B. PARROTT shall transfer to MORTON, the property they own, as described above, except for the future strip (Tract 2 on Exhibit C) which shall be transferred as provided in Paragraph 10.

3. CLOSING: Closing shall take place within thirty (30) days of approval of this Agreement by the President and Board of Trustees and any public hearing required by law.

4. DEMOLITION: Prior to closing, PARROTT shall remove the structures on 206 S. Plum Street and 210 S. Plum Street, all debris, trees and hard structures. The condition of the property at closing shall be subject to the reasonable approval of MORTON.

5. REAL ESTATE PROVISIONS: The following provisions shall apply: (references to Buyer and Seller shall mean each party in the context of each property).

A. The Seller shall pay the general real estate taxes through the closing date. Prorating the current year's taxes shall be based on the amount of the most recent ascertainable tax and the most current tax rate. Seller shall give credit to Buyer at closing the appropriate amount of taxes as determined.

B. Buyer shall be entitled to possession of said property upon delivery of deed as herein provided.

C. On full payment of the purchase price and compliance with the other terms of this Agreement by both parties, each shall convey to the other the respective property, free and clear of all encumbrances, except as heretofore or hereafter provided, and subject to any easements, covenants, and restrictions of record, and subject to any acts of the Buyer.

D. Unless otherwise herein provided, said property shall be conveyed subject to all restrictions, reservations, and easements of record and zoning laws, and free of all other liens, special assessments, and encumbrances (unless otherwise specified).

E. Each party shall furnish prior to closing at each's expense a commitment of title insurance in the amount specified below for the property each is transferring, issued by a recognized title company showing good and merchantable title in Seller, subject only to the following:

i. The lien of general taxes not yet due;

ii. Building, use, occupancy restrictions, conditions and covenants of record, if any, provided such matters do not affect either party's ability to use the

premises for its intended use.

For purposes of furnishing a title commitment, the parties shall use a nominal amount.

6. SURVEY: PARROTT shall pay for the survey of the TROPHY SHOPPE property and the triangular parcel. MORTON shall pay for all other surveys.

7. WATER LINE RELOCATION: MORTON shall pay to move the water main, which is located generally in the area of the Trophy Shoppe property and the triangular piece of property. PARROTT will be responsible to provide water lines from the Village main to any buildings. The water line shall be relocated by April 1, 2015.

8. OPTION TO BUY OR SELL:

   A. No sooner than 5 years from the date of this Agreement, PARROTT may elect to sell the property described in Exhibit D and D-1 and which is property northeasterly of property at corner of Plum Street and Washington Street, as depicted on Exhibit B, or MORTON may elect to purchase. The right of election by each party shall expire 10 years from the date of this Agreement. A Memorandum of the rights of the parties shall be recorded at the Tazewell County Recorder of Deeds Office. A form of memorandum is set forth in Exhibit E.

   B. If a party desires to sell or buy the property, they shall give written notice to the other party as follows:

TO PARROTT: Sam Parrott, 1.
4861 Uhlman Rd
Tremont, IL 61568

TO MORTON: Superintendent of Public Works
120 N. Main
PO Box 28
Morton, IL 61550

C. The party making the election shall also send with the notice to the other party an appraisal by an independent appraiser of the property to be purchased. The non-electing party shall have 15 days to agree with the appraisal price and if the party does not, shall have 45 days from the date of the initial notification to obtain a second appraisal by an independent appraiser. If the electing party and other party do not then agree on the price within 15 days of the receipt of the second appraisal, then the two appraisers shall select a third independent appraiser who shall have 30 days to appraise the property. The average of the two closest appraisals shall determine the sale price.

D. The provisions of Paragraph 5 shall apply to any sale under this paragraph.

9. STRIP FRONTING JEFFERSON: Prior to January 31, 2020, PARROTT shall remove the structures, all debris, trees, and hard structures on 118 West Jefferson Street. The condition of the property at closing shall be subject to the reasonable approval of MORTON. After removal of the structure and other items as described above, and prior to January 31, 2020, PARROTT shall convey to MORTON the strip designated as Tract 2, as shown on Exhibit C.

10. NON ASSIGNABLE: This Agreement may not be assigned by either party without the express written consent of the other.

11. BINDING: This Agreement shall be binding upon the heirs, devisees, legatees, personal representatives, successors, or assigns of the parties hereto.

12. EFFECTIVE: This Agreement shall be effective when executed by all parties.

Dated this ____ day of _____, 2014

Village of Morton,

By:_____
Its President

ATTEST:

_____
Village Clerk

Dated this _____ day of _____, 2014

Samuel R. Parrott, individually,

By:_____
Samuel R. Parrott

Lab Properties, LLC Series II,

By:_____
It's Manager

Trust dated December 23, 1986 known as Samuel R. Parrott Land Trust

By:_____
Samuel R. Parrott, Trustee

EXHIBIT A

A PART OF LOTS 7, 8, AND 9 OF W. W. CAMPBELL'S FIFTH ADDITION TO THE VILLAGE OF MORTON IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP-25-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE WESTERLY CORNER OF SAID LOT 9 OF W. W. CAMPBELL'S FIFTH ADDITION TO THE VILLAGE OF MORTON, SAID CORNER ALSO BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED;

FROM THE POINT OF BEGINNING; THENCE NORTH 39 DEGREES 02 MINUTES 11 SECONDS EAST, (BEARINGS ARE ASSUMED FOR DESCRIPTION PURPOSES ONLY) ALONG THE NORTHWESTERLY LINE OF SAID LOT 9, SAID LINE ALSO BEING THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF PLUM STREET, A DISTANCE OF 144.04 FEET; THENCE SOUTH 51 DEGREES 19 MINUTES 40 SECONDS EAST, A DISTANCE OF 142.71 FEET; THENCE SOUTH 38 DEGREES 16 MINUTES 06 SECONDS WEST, A DISTANCE OF 143.92 FEET, TO THE SOUTHWESTERLY LINE OF SAID LOT 7, SAID LINE ALSO BEING THE NORTHEASTERLY RIGHT-OF-LINE OF ADAMS STREET; THENCE NORTH 51 DEGREES 22 MINUTES 32 SECONDS WEST, ALONG SAID SOUTHWESTERLY LINE OF LOT 7 AND ALONG THE SOUTHWESTERLY LINES OF SAID LOTS 8 AND 9, SAID LINE ALSO BEING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 144.64 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.47 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAY OF RECORD.

EXHIBIT B

A PART OF LOTS 1, 2, AND 3 OF W. W. CAMPBELL'S FIFTH ADDITION TO THE VILLAGE OF MORTON AND A PART OF SUBLOTS 1, 2, AND 3 OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 20 AND A PART OF SUBLOTS 11 AND 12 OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP-25-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHERLY CORNER OF SAID LOT 1 OF W. W. CAMPBELL'S FIFTH ADDITION TO THE VILLAGE OF MORTON, THENCE SOUTH 38 DEGREES 11 MINUTES 01 SECONDS WEST, (BEARINGS ARE FOR DESCRIPTION PURPOSES ONLY) ALONG THE NORTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 110.00 FEET, TO THE THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; FROM THE POINT OF BEGINNING; THENCE SOUTH 51 DEGREES 22 MINUTES 40 SECONDS EAST, A DISTANCE OF 52.49 FEET; THENCE SOUTH 50 DEGREES 33 MINUTES 27 SECONDS EAST, A DISTANCE OF 51.10 FEET; THENCE SOUTH 38 DEGREES 17 MINUTES 15 SECONDS WEST, A DISTANCE OF 39.53 FEET, TO THE SOUTHWESTERLY LINE OF SAID LOT 3; THENCE NORTH 51 DEGREES 22 MINUTES 10 SECONDS WEST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 2.55 FEET, TO THE EASTERLY CORNER OF SAID SUBLOT 3 OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 20; THENCE SOUTH 36 DEGREES 53 MINUTES 15 SECONDS WEST, ALONG THE SOUTHEASTERLY LINE OF SAID SUBLOT 3, A DISTANCE OF 117.41 FEET, TO THE SOUTHERLY CORNER OF SAID SUBLOT 3; THENCE NORTH 47 DEGREES 18 MINUTES 17 SECONDS WEST, ALONG THE SOUTHWESTERLY LINE OF SAID SUBLOTS 3, 2, 12, AND 11, TO THE WESTERLY CORNER OF SAID SUBLOT 11; THENCE NORTH 38 DEGREES 11 MINUTES 01 SECONDS EAST, ALONG THE NORTHWESTERLY LINE OF SAID SUBLOTS 11 AND 1, AND ALONG THE NORTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 150.24 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.36 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESTICTIONS AND RIGHT-OF-WAY OF RECORD.

EXHIBIT C

DESCRIPTION TRACT 1

A PART OF LOTS 14 AND 15 OF W. W. CAMPBELL'S 4TH ADDITION TO THE VILLAGE OF MORTON AND A PART OF LOTS 6 AND 7 OF W. W. CAMPBELL'S FIFTH ADDITION TO THE VILLAGE OF MORTON IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP-25-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE WESTERLY CORNER OF SAID LOT 14 OF W. W. CAMPBELL'S 4TH ADDITION TO THE VILLAGE OF MORTON, THENCE SOUTH 51 DEGREES 01 MINUTES 16 SECONDS EAST, (BEARINGS ARE FOR DESCRIPTION PURPOSES ONLY) ALONG THE SOUTHWESTERLY LINE OF SAID LOT 14, A DISTANCE OF 2.94 FEET, TO THE THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; FROM THE POINT OF BEGINNING; THENCE SOUTH 38 DEGREES 50 MINUTES 49 SECONDS WEST, A DISTANCE OF 1.32 FEET; THENCE NORTH 51 DEGREES 19 MINUTES 40 SECONDS WEST, A DISTANCE OF 10.54 FEET; THENCE NORTH 38 DEGREES 16 MINUTES 06 SECONDS EAST, A DISTANCE OF 56.76 FEET; THENCE SOUTH 51 DEGREES 02 MINUTES 40 SECONDS EAST, A DISTANCE OF 11.11 FEET; THENCE SOUTH 38 DEGREES 50 MINUTES 49 SECONDS WEST, A DISTANCE OF 55.38 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.01 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAY OF RECORD

DESCRIPTION TRACT 2

A PART OF LOTS 14 AND 15 OF W. W. CAMPBELL'S 4TH ADDITION TO THE VILLAGE OF MORTON OF THE EAST HALF IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP-25-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHERLY CORNER OF SAID LOT 14 OF W. W. CAMPBELL'S 4TH ADDITION TO THE VILLAGE OF MORTON, SAID CORNER ALSO BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; FROM THE POINT OF BEGINNING; THENCE SOUTH 51 DEGREES 01 MINUTES 16 SECONDS EAST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 14, A DISTANCE OF 2.73 FEET; THENCE SOUTH 38 DEGREES 50 MINUTES 49 SECONDS WEST, A DISTANCE OF 89.63 FEET; THENCE NORTH 51 DEGREES 02 MINUTES 40 SECONDS WEST, A DISTANCE OF 11.11 FEET; THENCE NORTH 38 DEGREES 16 MINUTES 06 SECONDS EAST, A DISTANCE OF 89.64 FEET, TO THE NORTHEASTERLY LINE OF SAID LOT 15; THENCE SOUTH 51 DEGREES 01 MINUTES 16 SECONDS EAST, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 9.28 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.02 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAY OF RECORD.

EXHIBIT D

DESCRIPTION

A PART OF LOTS 2 AND 3 OF W. W. CAMPBELL'S FIFTH ADDITION TO THE VILLAGE OF MORTON IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP-25-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHERLY CORNER OF SAID LOT 1 OF W. W. CAMPBELL'S FIFTH ADDITION TO THE VILLAGE OF MORTON, THENCE SOUTH 51 DEGREES 22 MINUTES 10 SECONDS EAST, (BEARINGS ARE FOR DESCRIPTION PURPOSES ONLY) ALONG THE NORTHEASTERLY LINE OF SAID LOTS 1 AND 2, A DISTANCE OF 51.87 FEET, TO THE THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED;

FROM THE POINT OF BEGINNING; THENCE SOUTH 51 DEGREES 22 MINUTES 10 SECONDS EAST, ALONG SAID NORTHEASTERLY LINE OF LOT 2 AND ALONG THE NORTHEASTERLY LINE OF SAID LOT 3, A DISTANCE OF 51.91 FEET; THENCE SOUTH 38 DEGREES 17 MINUTES 15 SECONDS WEST, A DISTANCE OF 110.71 FEET; THENCE NORTH 50 DEGREES 33 MINUTES 27 SECONDS WEST, A DISTANCE OF 51.10 FEET; THENCE NORTH 37 DEGREES 51 MINUTES 47 SECONDS EAST, A DISTANCE OF 110.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.13 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAY OF RECORD.

EXHIBIT D-1

DESCRIPTION

A PART OF LOTS 1 AND 2 OF W. W. CAMPBELL'S FIFTH ADDITION TO THE VILLAGE OF MORTON IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP-25-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHERLY CORNER OF SAID LOT 1 OF W. W. CAMPBELL'S FIFTH ADDITION TO THE VILLAGE OF MORTON, SAID CORNER ALSO BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED;

FROM THE POINT OF BEGINNING; THENCE SOUTH 51 DEGREES 22 MINUTES 10 SECONDS EAST, (BEARINGS ARE FOR DESCRIPTION PURPOSES ONLY) ALONG THE NORTHEASTERLY LINE OF SAID LOTS 1 AND 2, A DISTANCE OF 51.87 FEET; THENCE SOUTH 37 DEGREES 51 MINUTES 47 SECONDS WEST, A DISTANCE OF 110.00 FEET; THENCE NORTH 51 DEGREES 22 MINUTES 40 SECONDS WEST, A DISTANCE OF 52.49 FEET, TO THE NORTHWESTERLY LINE OF SAID LOT 1; THENCE NORTH 38 DEGREES 11 MINUTES 01 SECONDS EAST, A DISTANCE OF 110.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.13 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAY OF RECORD.

THIS DOCUMENT PREPARED BY:
Attorney Thomas E. Davies
THOMAS E. DAVIES, P.C.
1600 S 4th Ave, Suite 137
Morton, IL 61550
(309) 266-6211

RETURN DOCUMENT TO:
Attorney Thomas E. Davies
THOMAS E. DAVIES, P.C.
1600 S 4th Ave, Suite 137
Morton, IL 61550

EXHIBIT E

MUTUAL OPTION TO BUY OR SELL

The Village of Morton ("MORTON") and Samuel L. Parrott, individually, Lab Properties, LLC Series II, and Samuel R. Parrott as Trustee under Trust dated December 23, 1986 known as Samuel R. Parrott Land Trust ("PARROTT") state as follows:

MORTON and PARROTT have entered into an Agreement for the Exchange of Real Estate dated the _____ day of _____, 2014, which was authorized by Ordinance Number 14-_____.

MORTON and PARROTT declare that the property described below is subject to the terms of the real estate agreement:

A part of Lots 2 and 3 of W.W. Campbell's 5th Addition to the Village of Morton in the East Half of the Northeast Quarter of Section 20, Township 25 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, more particularly described as follows:

Commencing at the Northerly corner of said Lot 1 of W.W. Campbell's 5th Addition to the Village of Morton, thence South 51° 22′ 10″ East (bearing are for description purposes only), along the Northeasterly line of said Lots 1 and 2, a distance of 51.87 feet, to the Point of Beginning of the tract to be described;

From the Point of Beginning; thence South 51° 22′ 10″ East, along said Northeasterly line of Lot 2 and along the Northeasterly line of said Lot 3, a distance of 51.91 feet; thence South 38° 17′ 15″ West, a distance of 110.71 feet; thence North 50° 33′ 27″ West, a distance of 51.10 feet; thence North 37° 51′ 47″ East, a distance of 110.00 feet, to the Point of Beginning, containing 0.13 acres, more or less, subject to any easements, restrictions and right of way of record.

AND

A part of Lots 1 and 2 of W.W. Campbell's 5th Addition to the Village of Morton in the East Half of the Northeast Quarter of Section 20, Township 25 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, more particularly described as follows:

Commencing at the Northerly corner of said Lot 1 of W.W. Campbell's 5th Addition to the Village of Morton, said corner also being the Point of Beginning of the tract to be described;

From the Point of Beginning; thence South 51° 22′ 10″ East (bearings are for description purposes only), along the Northeasterly line of said Lots 1 and 2, a distance of 51.87 feet; thence South 37° 51′ 47″ West, a distance of 110.00 feet; thence North 51° 22′ 40″ West, a distance of 52.49 feet, to the Northwesterly line of said Lot 1; thence North 38° 11′ 01″ East, a distance of 110.00 feet, to the Point of Beginning, containing 0.13 acres, more or less, subject to any easements, restrictions and right of way of record.

Dated:_____, 2014.

Village of Morton,

By:_____
Its President

ATTEST:

_____
Village Clerk

Dated:_____, 2014.

Samuel R. Parrott, individually,

By:_____
Samuel R. Parrott

Lab Properties, LLC Series II,

By:_____
It's Manager

Trust dated December 23, 1986 known as Samuel R. Parrott Land Trust

By:_____
Samuel R. Parrott, Trustee