

VILLAGE OF ANTIOCH

AN ORDINANCE ANNEXING CERTAIN PROPERTY TO THE VILLAGE OF ANTIOCH

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES

OF THE

VILLAGE OF ANTIOCH, ILLINOIS

ON

February 20, 2017

Published in pamphlet form by authority of the Village Board
of the Village of Antioch, Lake County, Illinois,
this 21st day of February 2017.

LAWRENCE M. HANSON

President

ED MACEK

Trustee

LORI K. ROMINE

Clerk

MARY C. DOMINIAK

Trustee

JAY JOZWIAK

Trustee

SCOTT A. PIERCE

Trustee

ROBERT J. LONG

Attorney

TED P. POULOS

Trustee

JERRY JOHNSON

Trustee

ORDINANCE NO. 17-02-04

**AN ORDINANCE ANNEXING AND APPROVING AN ANNEXATION AGREEMENT
FOR CERTAIN PROPERTY TO THE VILLAGE OF ANTIOCH**

WHEREAS, **TLT Leasing, Inc.** (hereinafter described as “Owners”) are the record owners of a parcel of real property commonly known as 41055 N. Route 83, Antioch, Illinois in unincorporated Antioch Township, which property is currently contiguous to property within the Village of Antioch, but is not currently part of the Village, and

WHEREAS, the subject property is legally described as set forth on Exhibit A hereto, and

WHEREAS, the Owners have recently submitted petitions in proper form to the Village Board of Trustees, for the annexation of the subject property, and

WHEREAS, the legal notice involving the petitions was duly published and notice properly given to all adjoining and abutting property owners as required by the Illinois Municipal Code and by the Antioch Municipal Code, and

WHEREAS, the Village Board duly convened a public hearing and a public meeting, during which evidence was presented and considered, and

WHEREAS, the subject property is located in an area that is commercial in nature, consistent with the Village’s B-3 commercial zoning district, and

WHEREAS, the Petitioners seek to annex their property and have it designated as being within the Village’s B-3 commercial district, consistent with the Village’s land use policies;

WHEREAS, the owners have committed to entering into an annexation agreement with the Village, in which they will be rezoning the subject site into a B-3 commercial site and will include a future re-imaging of the two existing structures along with the construction of a third building.

WHEREAS, the Village Board does find as follows:

- a) that the petitions are well-taken;
- b) that they meet all the necessary prerequisites imposed by the Illinois Municipal Code and the Zoning Code of the Village of Antioch;
- c) that the annexation of the property is consistent with the Village’s comprehensive plan and will materially benefit the logical and orderly growth of the Village of Antioch;
- d) that the proposed intended use is compatible with the adjoining properties;
- e) that the exclusively commercial nature of the property as described in the petition and annexation agreement will be consistent with the commercial character of the surrounding properties and promote economic development in the Village;

NOW THEREFORE, BE IT ORDAINED by the Village of Antioch, Lake County, Illinois, as follows:

SECTION ONE: The property legally described in Exhibit A hereto be and is hereby annexed into and made a part of the territory of the Village of Antioch;

SECTION TWO: The property legally described in Exhibit A hereto be and is hereby classified as being within the B-3 zoning district;

SECTION THREE: The Mayor and Clerk, as well as the Owners, are directed to execute the Annexation Agreement attached as Exhibit B hereto immediately upon the passage and approval of this Ordinance;

SECTION FOUR: The Annexation Agreement, attached hereto as Exhibit B be and the same is adopted as a substantive part of this Ordinance, and the Owners shall be required to develop the property in accordance with that Annexation Agreement, which requirement shall run with the land;

SECTION FIVE: The Owners shall further be obligated to make such payments to the Village and to pay for recording of this Ordinance and the Plat of Annexation, together with any and all such miscellaneous expenses as are required by the Annexation Agreement, this Ordinance and the Municipal Code of Antioch;

SECTION SIX: This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ANTIOCH, ILLINOIS, ON THIS 20th Day of February, 2017.

AYES: 6: Macek, Poulos, Jozwiak, Dominiak, Pierce and Johnson.

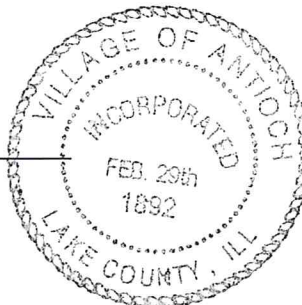
NAYS: 0.

ABSENT: 0.


LAWRENCE M. HANSON, MAYOR

ATTEST:


LORI K. ROMINE, VILLAGE CLERK



STATE OF ILLINOIS)
)
COUNTY OF LAKE)

SS

CERTIFICATE

I, Lori K. Romine, certify that I am the duly appointed Municipal Clerk of the Village of Antioch, Lake County, Illinois.

I certify that on February 20th, 2017, the Corporate Authorities of such municipality passed and approved **Ordinance No. 17-02-04** entitled ***“AN ORDINANCE ANNEXING CERTAIN PROPERTY TO THE VILLAGE OF ANTIOCH”*** which provided by its terms that it should be published in pamphlet form.

The pamphlet form of **Ordinance No. 17-02-04** including the Ordinance and cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on February 21, 2017, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Municipal Clerk.

DATED at Antioch, Illinois, this 21st day of February, 2017.

Lori K. Romine
Lori K. Romine, Village Clerk



Exhibit "A"

The south 368.36 feet (as measured along the center line of Illinois Route 83) of the southeast $\frac{1}{4}$ section 17, township 46 north, range 10 , East of the third principal meridian which lies east of the center line of Illinois, Route 83 and west of the west line on the Minneapolis St. Paul and Sault Ste. Marie Railway and also the north 4.0 feet of the Northeast $\frac{1}{4}$ of section 20, Township 46 North, Range 10 East of the third principal meridian lying east of the center line of said Illinois Route 83 and West of the West line of said Minneapolis St. Paul and Sault Ste. Marie Railway (except that part thereof conveyed to the State of Illinois by deed recorded May 23, 2001 as document 4697228) in Lake County, Illinois.



ANNEXATION AGREEMENT

FOR
Trent & Laurianne Tobias
(Development Name)

Revision Date: January 30, 2017

THIS ANNEXATION AGREEMENT is entered into this ____ day of _____, 2016, by and between the Village of Antioch, an Illinois municipal corporation (hereinafter referred to as "VILLAGE"), and TLT Leasing, Inc. (hereinafter collectively referred to as "OWNER"), and TLT Leasing, Inc. (hereinafter referred to as "DEVELOPER") for all the property described in the Plat of Annexation marked Exhibit A, attached hereto.

WITNESSETH:

WHEREAS, the VILLAGE is an Illinois municipal corporation; and,

WHEREAS, the OWNER is the owner of record of the real property legally described in Exhibit "A" (said property referred to herein as the "SUBJECT PROPERTY"), the Plat of Annexation and the legal description, attached hereto and hereby incorporated and made a part of this Agreement, which is not within the corporate limits of any municipality and which constitutes the subject premises to be annexed to the Village; and

WHEREAS, the SUBJECT PROPERTY is contiguous or may become contiguous with the corporate limits of the VILLAGE; and

WHEREAS, it is the intention of the parties that the annexation of the SUBJECT PROPERTY to the VILLAGE be upon the terms and conditions of this agreement; and

WHEREAS, in accordance with 65 ILCS 5/11-15.1-1 et seq. of the Illinois Compiled Statutes and pursuant to lawful notice, the VILLAGE has placed this Agreement before the public for comment and hearing by its Corporate Authorities; and

WHEREAS, the VILLAGE, by its Corporate Authorities, shall consider an ordinance adopting this Agreement in the manner provided by law; and

WHEREAS, the adoption and approval of this Agreement is an exercise of the powers vested in the VILLAGE by the Illinois Compiled Statutes.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS.

The foregoing recitals are hereby incorporated into the body of this agreement as if fully set forth and repeated herein.

Any exhibit referred to in this agreement and attached hereto shall also be considered incorporated herein by express reference.

2. ANNEXATION AND ZONING.

OWNER agrees within seven (7) days after the execution of this Agreement to file properly executed petitions for annexing and zoning said premises, if said petitions have not already been filed.

Within thirty (30) days of the later of filing or if the subject property is not now contiguous, the VILLAGE agrees, pursuant to requisite notice having been given, and in accordance with law, to enact and adopt ordinances annexing and zoning the premises designated in Exhibit A, attached hereto and made a part of this Agreement, to zoning classification B -3.

OWNER and DEVELOPER agree that the Subject Property shall be developed in accordance with the ordinances of the VILLAGE, as approved or subsequently amended, and agree to follow all of the policies and procedures of the VILLAGE in connection with such development except as modified in this Agreement and shall develop the Subject Property in accordance with the Preliminary Plat, which is marked "Exhibit B," attached hereto and made a part of this Agreement.

3. LIBRARY DISTRICT ANNEXATION.

Unless the Subject Property is already within the Antioch Library District, upon annexation of the Subject Property to the VILLAGE, the OWNER agrees to file petitions to annex the Subject Property to the Antioch Library District.

The OWNER agrees to annex the SUBJECT PROPERTY to the Antioch Public Library District within 30 days of contiguity with the Districts.

4. PARKS AND SCHOOL DONATIONS.

The OWNER and DEVELOPER agree to comply with the Village Ordinance on land/cash donations for park and school sites. Fees paid in lieu of park land are required prior to the release of the final plat. The DEVELOPER agrees to pay all fees identified in the school facility impact fee schedule attached.

The OWNER and DEVELOPER agree to comply with the Village Ordinance on land/cash donations for park and school sites. Fees paid in lieu of park land are required prior to the release

of the final plat. If land is to be dedicated, the DEVELOPER shall enter into a formal park agreement with the Village's Parks Department and shall incorporate the aforesaid agreement as Exhibit . The Village must approve all park designs and reserves the right to hire a landscape architect to design any park or open space area. The developer/owner agrees to pay any fee associated with the design.

5. FIRE PROTECTION DISTRICT DONATION.

The OWNER and DEVELOPER agree to pay \$1,000.00 contribution per residential unit to the Antioch Fire Department in which the unit is located and \$0.20 per square foot for commercial development. The fee will be paid at the time of building permit issuance.

6. LIBRARY IMPACT FEE.

The OWNER and DEVELOPER agree to pay \$300.00 per unit, as set forth in the inter-governmental agreement between the VILLAGE and the Antioch Library District. The fee will be paid at the time of building permit issuance.

7. WATER AND SEWER SERVICE.

VILLAGE represents and warrants that the 2.2 acres of the SUBJECT PROPERTY described in Exhibit A is currently within the FPA (Facilities Planning Area) of the VILLAGE or if not presently in the FPA, the Village will submit all required applications to include the SUBJECT PROPERTY into the Village's FPA. Any and all application and associated costs to amend the FPA shall be the responsibility of the DEVELOPER.

8. WATER AND SANITARY SEWER FEES.

Connection fees required for connection to the Village's sanitary sewer system are as established by Village Ordinance. The minimum connection fees to the Village's water supply system are as follows:

Water Meter size (inches)	Water Connection Fee
1 inch	2,070.00
1 ½ inch	2,400.00
2 inch	2,800.00
3 inch	3,200.00
4 inch	3,600.00
6 inch	4,400.00
Sanitary (P.E.)	Sanitary Connection Fee
1 P.E.	2,962.00

All sanitary sewer construction requiring an Illinois Environmental Protection Agency construction permit, upon receipt of required IEPA Sewer Permit, but before any sewer main construction, the property owner or OWNER shall be required to pay the Village the total sewer connection fee for the entire area served by said permit. The population equivalent stated on the IEPA permit shall be the basis for calculating the required connection fees. Substantial sanitary sewer construction shall begin within ninety (90) days of receiving required IEPA sewer construction permits.

9. SANITARY SEWER OVERSIZING IMPACT FEE

The OWNER and DEVELOPER recognize that certain sanitary sewer oversizing is required pursuant to the Sanitary Sewer Recapture Map. Said Map outlines the estimated cost per acre of sewer oversizing according to zones. The oversizing will be constructed by either the OWNER and DEVELOPER or the VILLAGE, at the VILLAGE's discretion. If constructed by the OWNER and DEVELOPER, recapture will follow the provisions of Section 10 of this ANNEXATION AGREEMENT. If constructed by the VILLAGE, OWNER and DEVELOPER will reimburse all VILLAGE expenses related to the sewer construction, including engineering, easement acquisition, administration and legal fees. The percentage of the total project cost to be reimbursed by DEVELOPER shall be calculated based on the acreage of the development within the recapture area. Any applicable fees shall be payable at the time of final plat or if no platting is necessary, prior to building permit.

10. RECAPTURE FEES.

Upon development, OWNER or DEVELOPER shall be obligated to pay any recapture fees as applicable to the annexed property for municipal water, sanitary sewers, storm water, roadways, traffic signals or improvements or any other improvements as set forth in 65 ILCS 5/9-5-1.

VILLAGE may adopt any necessary ordinances to provide for recapture to OWNER for streets, water, sanitary sewer or storm sewer lines constructed by OWNER, which benefit other properties by the installation and/or over sizing of said improvements. Such recapture ordinances shall only be adopted upon satisfactory demonstration by the OWNER or DEVELOPER that the recapture is fair and equitable and that provision of notice of the proposed recapture fees is provided to affected property OWNER. The determination that a proposed recapture is fair and equitable shall be solely that of the Village. Fees are due upon Village request.

In the event benefited property subject to recapture is owned by a government agency (e.g., fire protection district, park district, school district), such government entity shall not be required to pay recapture, thus reducing the total amount the DEVELOPER and/or VILLAGE are entitled to recapture.

Any recapture ordinances shall be for a maximum of twenty (20) years from the date of adoption of said ordinance with 4% interest payable to the OWNER or DEVELOPER commencing two (2) years from the date of completion of said improvement. An administrative fee shall be charged at the rate of two percent (2%) of the total recapturable amount payable to the VILLAGE to cover administrative costs of the recapture agreement. The costs to be recaptured shall not exceed 110 percent of the estimated costs per the approved engineer's opinion of probable construction costs (EOPC). Any increase in cost of more than 5 percent of the EOPC (but in no event more than 10

percent of the EOPC) shall not be permitted unless a detailed explanation of the increase in costs is submitted by the DEVELOPER and approved by the VILLAGE.

The Developer further agrees to enter into the Village's Standard Recapture Agreement, a copy is herewith attached as Exhibit ____.

11. ANNEXATION FEES.

The OWNER and DEVELOPER agrees to pay an annexation fee to the VILLAGE of \$1,000.00 per acre for any residential development, payable at the time of final plat or if no platting is necessary, prior to building permit.

12. TRAFFIC IMPROVEMENT FEE

The OWNER and DEVELOPER agrees to pay a traffic improvement fee to the Village of \$500.00 per unit of residential development and \$.10 per square foot of buildings for commercial development. Square footage for commercial development is based on gross building area. Said fees shall be payable at the time of final plat or if no platting is necessary, prior to building permit.

13. MUNICIPAL FACILITY FEE

The Owner and Developer agrees to pay \$1,000.00 per acre for future municipal facilities. Said fees shall be payable at the time of final plat or if no platting is necessary, prior to building permit.

14. FORESTATION FEE

The Developer agrees to pay a FORESTATION FEE of \$300.00 per unit for future Forestation throughout the Village. The fee is payable upon building permit.

15. RIGHT OF WAY and EASEMENTS

The owner agrees to dedicate right of way or grant utility easements to the Village of Antioch at no costs to the Village within thirty days of written request by the Village.

16. ARCHITECTURAL DESIGN PROVISIONS.

The OWNER and DEVELOPER agree to provide a variety of architectural designs for residential dwelling units for the purpose of discouraging excessive similarity between units, including but not limited to single family, duplexes, and multi-family developments. The OWNER and DEVELOPER agree to establish appropriate policies and procedures to provide distinction between surrounding dwelling units, including front, rear and side elevations, for the purpose of anti-monotony as defined in Exhibit C.

The Village is looking to better control monotony and to encourage character within subdivisions including all four sides of residential structures, roof pitches, heights and materials. The developer agrees to develop the subject property in accordance with the Pattern Book attached as Exhibit D. This exhibit identifies architecture for all homes including facades for all four sides of each model

proposed and materials. The Pattern Book will show a breakdown of the number of each model used and will identify the separation in the location of each models type.

17. VARIANCES.

No variances will be necessary to develop the property. (If variances are required, they shall be described and attached as an Amendment, Exhibit C)

18. MISCELLANEOUS FEES.

All other fees provided for by ordinance and uniformly applied and collected in connection with the development of the property within the corporate limits of Antioch, except as otherwise specified in this agreement shall be applicable to the subject realty. Payment of all fees due under the Village Ordinances, together with the posting of any and all letters of credit and other guarantees shall be a pre-condition to the approval by the Village of any final plan, plat or site plan submitted by OWNER and DEVELOPER under this agreement.

19. AMENDMENTS.

This agreement, including the attached exhibits, may be amended only with the mutual consent of the parties by a duly executed written instrument. In the case of the VILLAGE, the written instrument may only be in the form of an ordinance duly adopted in accordance with applicable laws. Modifications subsequent to this Agreement's adoption shall require a public hearing and procedures consistent with law.

20. EXHIBIT C.

Any modifications to the VILLAGE'S standard annexation agreement provisions are set forth in Exhibit C. The OWNER, DEVELOPER and VILLAGE agree that should any conflicts between Exhibit C and the text of this Agreement exist, the provisions of Exhibit C shall supersede those of this text.

21. DORMANT SPECIAL SERVICE AREA (SSA)

OWNER and DEVELOPER agree to the VILLAGE enacting a dormant Special Service Area (SSA) to act as a back-up in the event that the Homeowner's Association or Commercial Subdivision Association fails to maintain the private common areas, private detention ponds, perimeter landscaping features and entrance signage within the Subject Property. The special service area will be completed as part of the first phase of development.

22. ENFORCEMENT.

This Agreement shall be enforceable by any action at law or in equity, including actions for specific performance and injunctive relief. 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 Lake County, Illinois, 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) days of the receipt of such notice.

23. EFFECT OF SUCCESSORS.

This agreement shall be binding upon and inure to the benefit of the VILLAGE and its successor municipal corporations and corporate authorities. This Agreement shall be binding upon and inure to the benefit of OWNER and their grantees, lessees, assigns, successors and heirs.

24. CONSTRUCTION OF AGREEMENT.

This Agreement shall be interpreted and construed in accordance with the principles applicable to the construction of contracts, provided however, that the parties stipulate that they participated equally in the negotiation and drafting of the Agreement and that no ambiguity contained in this Agreement shall be construed against a particular party.

25. 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, covenants, agreement or portions of this Agreement, and this Agreement is declared to be severable.

26. EFFECT OF THIS AGREEMENT.

The provisions of this Agreement shall supersede the provisions of any ordinances, codes, policies or regulations of the Village which may be in conflict with the provisions of this agreement to the maximum extent permitted by law.

27. DURATION.

This agreement shall remain in full force and effect for a term of twenty (20) years from the date of its execution, or for such longer period allowed by law.

28. NOTICE.

Any notice or demand hereunder from one party to another party or to an assignee or successor in interest of either party or from an assignee or successor in interest of either party to another party, or between assignees or successors in interest, either party shall provide such notice or demand in writing and shall be deemed duly served if mailed by prepaid registered or certified mail addressed as follows:

If to the VILLAGE:

Lawrence Hanson
Village Mayor
874 Main Street
Antioch, IL 60002

Jim Keim
Village Administrator
874 Main Street
Antioch, IL 60002

With copies to: Robert Long, Village Attorney
Daniels, Long & Pinsel, LLC
19 N. County Street
Waukegan, IL 60085

If to any owner of record of any real property located within the subject property, or the OWNER:

TLT Leasing, Inc.
C/O Trent Tobias
P.O. Box 616
Antioch IL 60002

With copies to:

Daniel B. Venturi
Daniel B. Venturi Ltd.
P.O. Box 1107
Lake Villa, IL 60046

Or to such address as any party hereto or an assignee or successor in interest of a party hereto may from time to time designate by notice to the other party hereto or their successors in interest.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year first above written.

THE VILLAGE OF ANTIOCH
a Municipal Corporation

BY

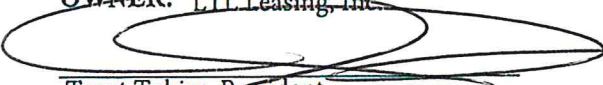

Village Mayor

ATTEST:

BY


Village Clerk

OWNER: TLT Leasing, Inc.


Trent Tobias, President

Attest, Secretary


Dawn Tobias

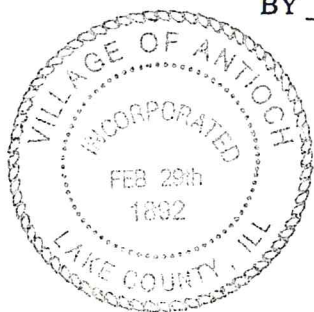


Exhibit "A"

The south 368.36 feet (as measured along the center line of Illinois Route 83) of the southeast $\frac{1}{4}$ section 17, township 46 north, range 10 , East of the third principal meridian which lies east of the center line of Illinois, Route 83 and west of the west line on the Minneapolis St. Paul and Sault Ste. Marie Railway and also the north 4.0 feet of the Northeast $\frac{1}{4}$ of section 20, Township 46 North, Range 10 East of the third principal meridian lying east of the center line of said Illinois Route 83 and West of the West line of said Minneapolis St. Paul and Sault Ste. Marie Railway (except that part thereof conveyed to the State of Illinois by deed recorded May 23, 2001 as document 4697228) in Lake County, Illinois.

Compare your description and the markings with the one given at the report and determine what you may find.

Exhibit C

Variances

Owner / Developer shall be allowed the following variances not otherwise allowed in the proposed B-3 zoning district:

Combination of uses, including retail sales, Truck and Heavy Equipment Storage for Maintenance Business.

The use of not more than 6 storage containers to be located in the south east corner of the property east of the existing cell tower and to be shielded from view from State Route 83 as depicted on the site plan attached hereto as Exhibit B.

Salt Storage corral as depicted on the site plan attached hereto as Exhibit B.

Class E Bar and Tavern license and related gaming license shall be allowed upon compliance with other required Village of Antioch and State of Illinois requirements.

The housing of chickens and roosters not to exceed 30 total in number and related equipment including but not limited to a chicken coop on the property as part of the retail business. The parties recognize that the existence of chickens and roosters serves as an attraction for the owners business and shall be allowed to continue. Owner agrees to comply with health and safety regulation imposed by the Lake County Health Department.

The developer shall be allowed to maintain the existing buildings as constructed and develop the property with an additional building consistent with the elevation as depicted on exhibit D. The new building shall follow applicable village codes and ordinances except that it shall be granted relief from that part of the Village Site Review Ordinance and requirements and shall allow the predominance of quality materials including 100% fiber cement board. See elevation plan attached hereto as Exhibit D.

The Owner / Developer shall cause sanitary sewer construction to begin within the later of three years after annexation or 90 days after receiving all required IEPA sewer construction permits.

The following paragraphs of the annexation agreement generally applicable to residential development and not commercial development shall not apply:

4. PARKS AND SCHOOL DONATIONS.

6. LIBRARY IMPACT FEE.

11. ANNEXATION FEES.

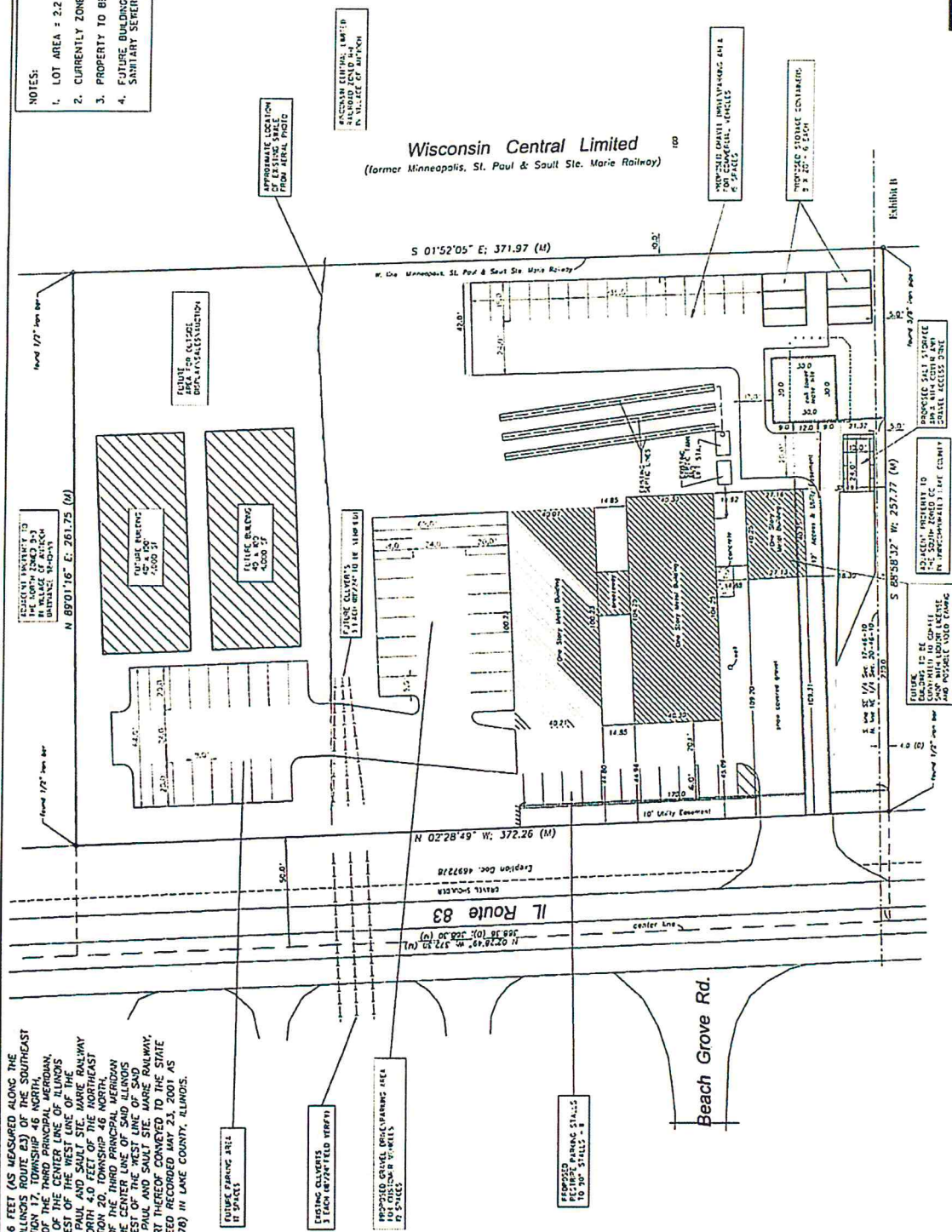
14. FORESTATION FEE.

16. ARCHITECTURAL DESIGN PROVISIONS.

21. DORMANT SPECIAL SERVICE AREA (SSA).

THE SOUTH 368.36 FEET (AS MEASURED ALONG THE CENTER LINE OF ILLINOIS ROUTE 83) OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 46 NORTH, RANGE 12 EAST, MERIDIAN 10 WEST, ILLINOIS, WHICH LIES EAST OF THE CENTER LINE OF ILLINOIS ROUTE 83 AND WEST OF THE WEST LINE OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILWAY AND ALSO THE NORTH 4.0 FEET OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 46 NORTH, RANGE 12 EAST, MERIDIAN 10 WEST, ILLINOIS, LYING EAST OF THE CENTER LINE OF SAID ILLINOIS ROUTE 83 AND WEST OF THE WEST LINE OF SAID MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILWAY, (EXCEPT THAT PART THEREOF CONVEYED TO THE STATE OF ILLINOIS BY DEED RECORDED MAY 23, 2001 AS DOCUMENT 4891278) IN LAKE COUNTY, ILLINOIS.

- NOTES:
1. LOT AREA = 2.2 ACRES
 2. CURRENTLY ZONED CC IN LAKE COUNTY.
 3. PROPERTY TO BE ANNEXED TO VILLAGE OF ANTIOCH.
 4. FUTURE BUILDING/EXPANSION WILL REQUIRE SANITARY SEWER SERVICE FROM VILLAGE OF ANTIOCH.



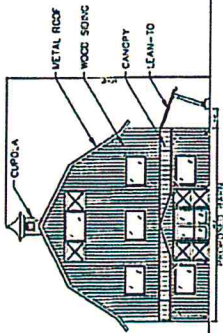
Wisconsin Central Limited
(former Minneapolis, St. Paul & Sault Ste. Marie Railway)

CONCEPT PLAN
PROPOSED PLAN SOUTH HALF OF PROPERTY
AND FUTURE PLAN NORTH HALF OF PROPERTY

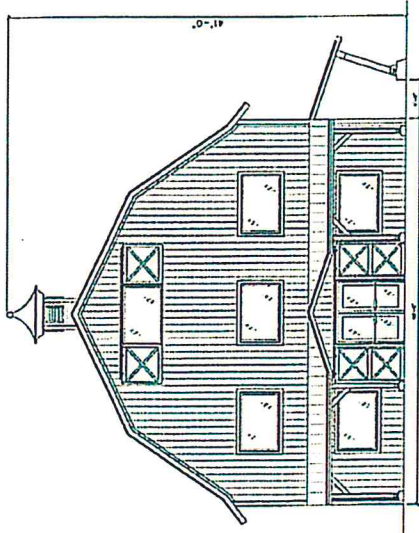
GREAT LAKES ANTIQUES - TOBIAS
4055 ILLINOIS ROUTE 83
ANTIOCH, ILLINOIS 60002

Irishland
LLC

DATE 12-8-16	JOB NO. 1	GREAT LAKES ANTIQUES - TOBIAS 41055 N ILLINOIS ROUTE 83 ANTIOCH, ILLINOIS 60002 LAKE VILLA, IL 60046		CONCEPT ELEVATION PROPOSED SOUTH HALF OF PROPERTY AND PROPOSED FUTURE ELEVATION NORTH HALF OF PROPERTY		SHEET A1
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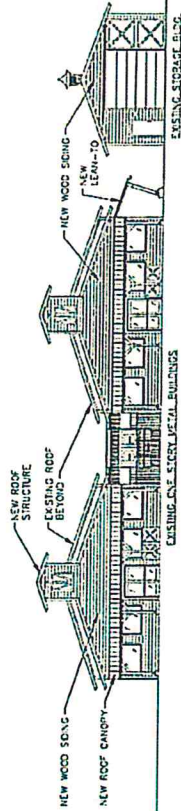


WEST ELEVATIONS



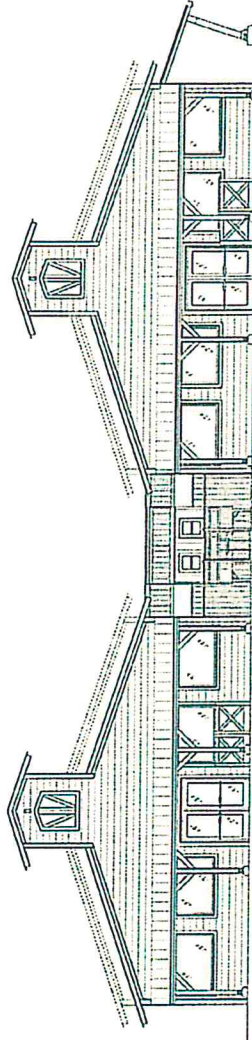
PROPOSED BARN WEST ELEVATION

SCALE: 3/16" = 1'-0"



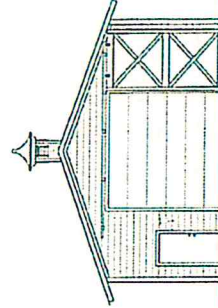
EXISTING AND PROPOSED METAL BUILDINGS

SCALE: 3/32" = 1'-0"



EXISTING BUILDINGS PROPOSED ELEVATION CHANGES

SCALE: 3/16" = 1'-0"



EXIST. STORAGE BLDG. ELEV. CHANGES

SCALE: 3/16" = 1'-0"

Exhibit D