365-ACRE DUAL-RAIL CENTER CONNECTING YOUR BUSINESS COAST-TO-COAST AND BEYOND

MEGASITE USA

MEGASITE-USA.COM

JACKIE SHROPSHIRE
jackie.shropshire@jll.com
773.368.7108

ROBERT TAMILLO
robert.tamillo@jll.com
847.927.0629

DOMINIC CARBONARI
dominic.carbonari@jll.com
630.248.9354

KATE COXWORTH
kate.coxworth@jll.com
312.450.5655

TIM LISY
tim.lisy@jll.com
630.430.4640

ADAM DONTZ
adam@glcedc.com
630.201.6148

Jones Lang LaSalle, Midwest Inc.

Dwight MegaSite USA - Team Directory
27800 East 3300 North Road
Dwight, Illinois 60420
PINs: 05-05-03-400-011 (340.63 acres); 05-05-03-400-010 (21.66 acres)

Government & NGOs

Illinois Department of Commerce & Economic Opportunity
Ms. Lauren Gibson
217.986.0062
lauren.gibson@illinois.gov

Intersect Illinois
Ms. Paulina San Millan
312.667.0248
paulina.sanmillan@intersectillinois.org

Livingston County
Ms. Alina Hartley
815.844.6378
ahartley@livingstoncountyil.gov

Village of Dwight
Ms. Crissy Livingston
815.584.3077
clivingston@dwightillinois.com

Rail

Norfolk Southern
Mr. Jason McCullars
817.718.5423
jason.mccullars@nscorp.com

Union Pacific
Mr. Ryan Wee
262.277.8725
rwwee@up.com

Real Estate

Greater Livingston County Economic Development Council (GLCEDC)
Mr. Adam Dontz
630.201.6148
adam@glcedc.org

Jones Lang LaSalle
Mr. Robert Tamillo
847.927.0629
robert.tamillo@jll.com

Utilities

ComEd
Mr. John McCann
630.437.3032
john.mccann@comed.com

Mediacom
Mr. Cory Larsen
309.351.3930
clarsen@mediacomcc.com

Nicor Gas
Mr. Thomas Stovall
312.859.7526
tlstoval@southernco.com

Village of Dwight
Ms. Crissy Livingston
815.584.3077
clivingston@dwightillinois.com

Workforce Development

Heartland Community College
Ms. Angie Coughlin
309.268.8193
angie.coughlin@heartland.edu

Joliet Junior College
Ms. Monica Lowe
815.280.2729
monica.lowe@jjc.edu

Dwight MegaSite USA Due Diligence Information

27800 East 3300 North Road
Dwight, Illinois 60420
PINs: 05-05-03-400-011 (340.63 acres); 05-05-03-400-010 (21.66 acres)

Table of Contents

LIVINGSTON COUNTY, ILLINOIS

LEGEND:

- PROPOSED TRACKS
- EXISTING TRACKS
- RAILROAD RIGHT OF WAY
- EXISTING ELECTRIC TRANSMISSION
- EXISTING ELECTRIC DISTRIBUTION
- EXISTING WATER LINE
- EXISTING SEWER LINE
- EXISTING NATURAL GAS LINE
- APPROXIMATE DRAINAGE CENTERLINE
- POTENTIAL DETENTION POND
- PROPOSED STRUCTURES
- PROPOSED ROADS
- APPROXIMATE WETLANDS (US FWS)
- SITE BOUNDARIES

CONTOURS:

- MAJOR CONTOURS (10')
- MINOR CONTOURS (2')

±28 MILES TO **I-80** & **I-55** INTERCHANGE

±60 MILES TO **CHICAGO**

EXIT 220

TO CHICAGO

EXISTING OVERHEAD ELECTRIC DISTRIBUTION LINE

EXISTING DRAINAGE CENTERLINE

PROPOSED INGRESS / EGRESS
(E 3300 N RD)

S OLD MAZON RD

MEGASITE 55 SITE BOUNDARIES

> **±180 ACRES** NORTH OF NORFOLK SOUTHERN
> **±185 ACRES** SOUTH OF NORFOLK SOUTHERN
> **±365 TOTAL ACRES UNDER OPTION**

EXISTING ELECTRIC TRANSMISSION LINE
(COMMONWEALTH EDISON CORP, 345KV)

EXISTING NATURAL GAS PIPELINE
(NATURAL GAS PIPELINE CO. OF AMERICA)

EXISTING ELECTRIC DISTRIBUTION LINE

E 3300 RD N

GOOSEBERRY CREEK

UNION PACIFIC RAILROAD

OLD ROUTE 66

DWIGHT RD

CONCEPT SUPPORT YARD

EMPLOYEE PARKING

TRAILER PARKING

TRAILER DOCKS

1M SF
FOOD PROCESSING CONCEPT

1M SF
EXPANSION

CONCEPT DETENTION POND

POTENTIAL ADDITIONAL ACREAGE

PROPOSED RAIL INFRASTRUCTURE IS FOR CONCEPTUAL PURPOSES ONLY.
FINAL DESIGN WILL DEPEND UPON PROJECTED RAIL VOLUMES, FACILITY DESIGN & INDIVIDUAL RAILROAD OPERATIONS & ENGINEERING REVIEWS.

EXISTING MAINLINE TRESTLE

EX. CROSSING DIAMOND

TO STREATOR

TO KANKAKEE

CONCEPT SUPPORT YARD

CONCEPT SUPPORT YARD

NORFOLK SOUTHERN RAILWAY

TRUCK QUEUE

TRUCK QUEUE

TRUCK STAGING

1M SF
HEAVY ASSEMBLY CONCEPT

MATERIAL & EQUIPMENT LAYDOWN

TRUCK DOCKS

OFFICE

EMP PARKING

TRUCK STAGING

CONCEPT DETENTION POND

CONCEPT STAGING TRACKS

TO BLOOMINGTON

KS-130

E 3200 N RD

PROPOSED INGRESS / EGRESS
(E 3200 N RD)

PROPOSED INGRESS / EGRESS
(E 3200 N RD)

EXISTING OVERHEAD ELECTRIC DISTRIBUTION LINE

EXISTING WATER MAIN

EXISTING SANITARY SEWER

NOT APPROVED FOR CONSTRUCTION OR OPERATION

CONCEPTUAL
FOR STUDY PURPOSES ONLY

NOTE:
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THIS PLAN IS INTENDED FOR STUDY PURPOSES ONLY.
FINAL DESIGN WILL REQUIRE APPROVALS FROM NORFOLK SOUTHERN'S ENGINEERING AND OPERATING DEPARTMENTS.

200' 0' 400' 800' 1200'
DO NOT SCALE THIS DRAWING FOR DIMENSIONS NOT GIVEN

REV	BY	DATE	DESCRIPTION

NORFOLK SOUTHERN
OFFICE OF THE AVP INDUSTRIAL DEVELOPMENT - ATLANTA, GA.

LOCATION	*DWIGHT, ILLINOIS*
TITLE	*POTENTIAL SITE DEVELOPMENT PLAN FOR MEGASITE 55*
OPERATING DIVISION	*GREAT LAKES DIVISION*
MILE POST	*KS-130*
VS/MAP No.	*V-248/25 (3123038)*
SITE No.	*IL-LIVINGSTON-02*
DGN	*JMS*
DATE	*OCTOBER 4, 2022*
DRAWING No.	IDD-22-247

PROJECT DATA

		Parcel				Building							
		Area	Area	SWM	SWM	Area	Length	Width	Car Parking Stalls	/1,000 SF of Bldg	Truck Dock Positions	Dock-in Doors	Trailer Parking Stalls
		(acres)	(sf)	(sf)	(%)	(sf)	(ft)	(ft)					
Bldg A	+/-	19.9	824,685	110,033	13.3%	282,225	882	390	140	0.56	33	2	46
Bldg B	+/-	21.6	940,510	129,099	13.7%	296,400	1140	260	360	1.32	TBD	2	--
Bldg C	+/-	58.6	2,420,440	216,035	8.9%	891,280	1714	520	710	0.80	TBD	4	TBD
Bldg D	+/-	77.3	3,366,186	214,348	6.4%	1,309,360	2518	520	740	0.57	TBD	4	TBD
Bldg E	+/-	76.9	3,307,070	TBD	TBD	1,482,000	2600	570	540	0.36	TBD	4	TBD
Bldg F	+/-	29.6	1,288,035	TBD	TBD	532,480	1024	520	360	0.68	TBD	4	TBD
Bldg G	+/-	30.6	1,326,980	TBD	TBD	532,480	1024	520	430	0.81	TBD	4	TBD
Bldg H	+/-	16.8	716,040	TBD	TBD	170,100	810	210	340	2.00	TBD	2	TBD
Bldg I	+/-	14.1	612,360	TBD	TBD	170,100	810	210	330	1.94	TBD	2	TBD
Easement	+/-	17.2	750,125	TBD	TBD	-	--	-	-	-	--	--	--
TOTAL:	+/-	357.9	15,560,060			6,636,425			3,970		TBD	28	TBD

PRELIMINARY
NOT FOR CONSTRUCTION

DESIGN BUILDER:
ARCO MURRAY

CLIENT:
BA BRADFORD ALLEN

PROJECT:
MEGASITE 55

ADDRESS:
LIVINGSTON RD & BREWSTER RD, DWIGHT, IL 60420

DATE:
4/21/2022

SCALE:
1" = 500'

0 250 500 N

SHEET TITLE:
PRELIMINARY SITE PLAN

SHEET NUMBER:
C.01

EcoCAT
Ecological Compliance Assessment Tool

Applicant: Fehr Graham
Contact: Bridgette Stocks
Address: 515 Lincoln Highway
Rochelle, IL 61068

Project: GLCEDC - Potential Freight Rail Site
Address: Dwight Road, Dwight

IDNR Project Number: 1712188
Date: 06/16/2017

Description: Potential Freight Rail Site Location Review

Natural Resource Review Results

Consultation for Endangered Species Protection and Natural Areas Preservation (Part 1075)

The Illinois Natural Heritage Database shows the following protected resources may be in the vicinity of the project location:

Eryngium Stem Borer *(Papaipema eryngii)*

An IDNR staff member will evaluate this information and contact you to request additional information or to terminate consultation if adverse effects are unlikely.

Location

The applicant is responsible for the accuracy of the location submitted for the project.

County: Grundy

Township, Range, Section:
31N, 7E, 34
, ,
, ,

County: Livingston

Township, Range, Section:
, ,
30N, 7E, 2
30N, 7E, 3

IL Department of Natural Resources Contact
Sheldon Fairfield
217-785-5500
Division of Ecosystems & Environment

Government Jurisdiction
IL Department of Transportation
Bureau of Railroads
2300 S. Dirksen Parkway
Springfield, Illinois 62764

Disclaimer

The Illinois Natural Heritage Database cannot provide a conclusive statement on the presence, absence, or condition of natural resources in Illinois. This review reflects the information existing in the Database at the time of this inquiry, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, compliance with applicable statutes and regulations is required.

Terms of Use

By using this website, you acknowledge that you have read and agree to these terms. These terms may be revised by IDNR as necessary. If you continue to use the EcoCAT application after we post changes to these terms, it will mean that you accept such changes. If at any time you do not accept the Terms of Use, you may not continue to use the website.

1. The IDNR EcoCAT website was developed so that units of local government, state agencies and the public could request information or begin natural resource consultations on-line for the Illinois Endangered Species Protection Act, Illinois Natural Areas Preservation Act, and Illinois Interagency Wetland Policy Act. EcoCAT uses databases, Geographic Information System mapping, and a set of programmed decision rules to determine if proposed actions are in the vicinity of protected natural resources. By indicating your agreement to the Terms of Use for this application, you warrant that you will not use this web site for any other purpose.

2. Unauthorized attempts to upload, download, or change information on this website are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1986 and/or the National Information Infrastructure Protection Act.

3. IDNR reserves the right to enhance, modify, alter, or suspend the website at any time without notice, or to terminate or restrict access.

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EcoCAT operates on a state of Illinois computer system. We may use software to monitor traffic and to identify unauthorized attempts to upload, download, or change information, to cause harm or otherwise to damage this site. Unauthorized attempts to upload, download, or change information on this server is strictly prohibited by law.

Unauthorized use, tampering with or modification of this system, including supporting hardware or software, may subject the violator to criminal and civil penalties. In the event of unauthorized intrusion, all relevant information regarding possible violation of law may be provided to law enforcement officials.

Privacy

EcoCAT generates a public record subject to disclosure under the Freedom of Information Act. Otherwise, IDNR uses the information submitted to EcoCAT solely for internal tracking purposes.

Adam Dontz

From: Noah Carmichael
Sent: Thursday, May 17, 2018 9:37 AM
To: Adam Dontz (adam@glcedc.org)
Subject: EcoCAT Termination - Dwight

See message below from IDNR. The EcoCAT was terminated indicating no further investigation necessary.

Thanks Adam.

NOAH CARMICHAEL, PE | Principal
Fehr Graham | Engineering & Environmental

From: Bridgette Stocks
Sent: Thursday, May 17, 2018 9:01 AM
To: Noah Carmichael <NCarmichael@fehr-graham.com>
Subject: EcoCAT Termination

Good Morning Noah –

I finally got a response from IDNR this morning - Please see the email below from IDNR stating that the project in Dwight was terminated on June 21, 2017.

Please let me know if you need anything else.

Thank you!
Bridgette

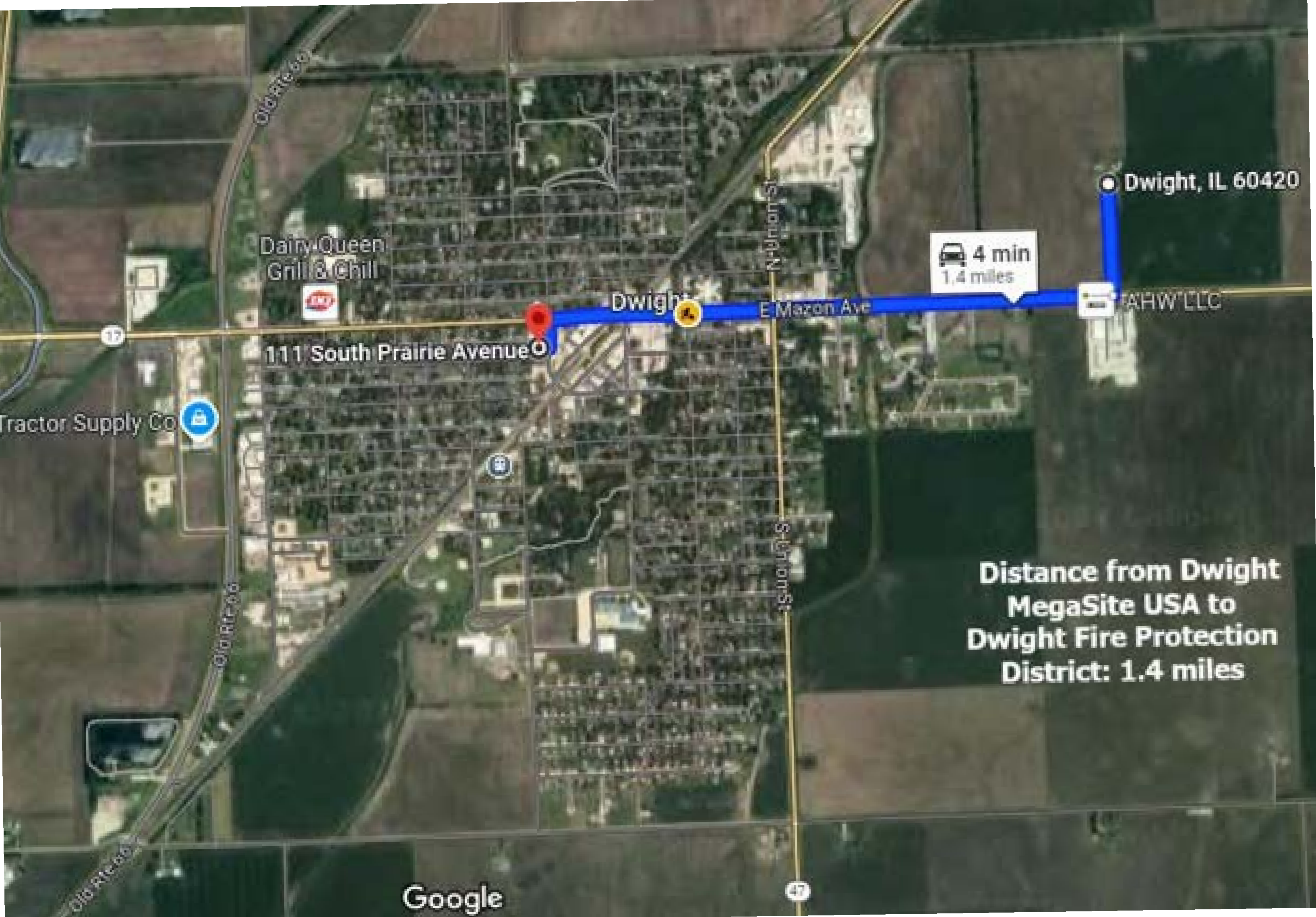
BRIDGETTE STOCKS | Community Development Specialist
Fehr Graham - Engineering & Environmental

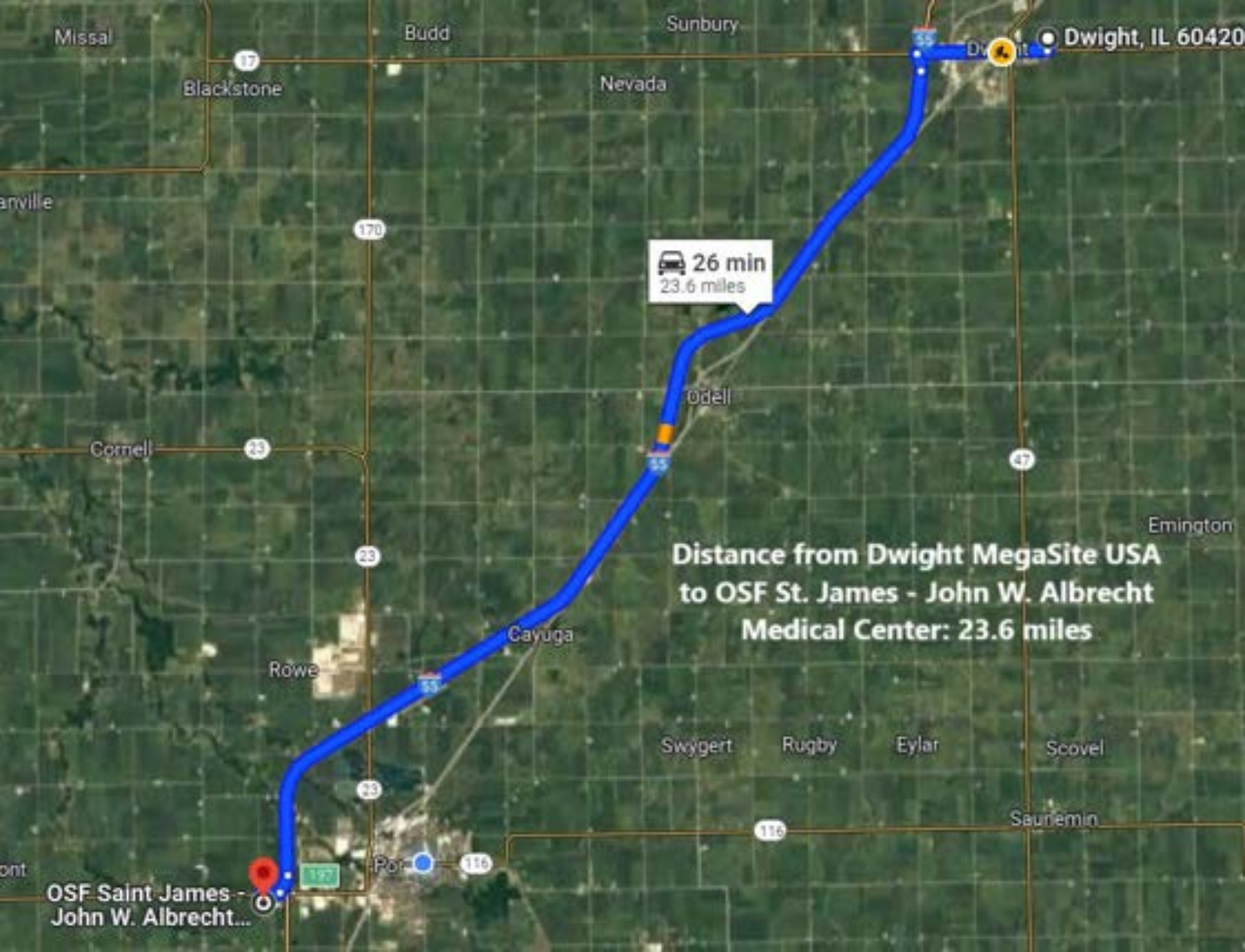
From: DNR.Ecocat <DNR.Ecocat@Illinois.gov>
Sent: Thursday, May 17, 2018 8:57 AM
To: Bridgette Stocks <BStocks@fehr-graham.com>
Subject: RE: IDNR Project No. 1712188 status

Hello. I see a note in our project tracking system that indicates Sheldon Fairfield administratively terminated the project on June 21, 2017. He indicates that the project was submitted for project planning purposes only.

Heather

Heather C. Ryan
Impact Assessment Section
Office of Realty & Environmental Planning
Illinois Department of Natural Resources
One Natural Resources Way


Dwight, IL 60420
4 min
1.4 miles
Dwight
E Mazon Ave
AHW LLC
Dairy Queen Grill & Chill
111 South Prairie Avenue
Tractor Supply Co
N Union St
S Union St
Old Rte 66
17
47
Google
Distance from Dwight MegaSite USA to Dwight Fire Protection District: 1.4 miles


Missal
Budd
Sunbury
Dwight, IL 60420
Blackstone
Nevada
anville
26 min
23.6 miles
Odell
Cornell
Emington
Distance from Dwight MegaSite USA
to OSF St. James - John W. Albrecht
Medical Center: 23.6 miles
Cayuga
Rowe
Swygert
Rugby
Eylar
Scovel
Saunemin
OSF Saint James -
John W. Albrecht...

PSTs
Approximate location based on user input and does not represent an authoritative property location

MAP PANELS
Selected Floodmap Boundary
Digital Data Available
No Digital Data Available
Unmapped

OTHER AREAS
Area of Minimal Flood Hazard
Effective LOMRs
Area of Undetermined Flood Hazard
Otherwise Protected Area
Coastal Barrier Resource System Area

SPECIAL FLOOD HAZARD AREAS
Without Base Flood Elevation (BFE)
With BFE or Depth
Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile
Future Conditions 1% Annual Chance Flood Hazard
Area with Reduced Flood Risk due to Levee. See Notes.
Area with Flood Risk due to Levee

OTHER FEATURES
Cross Sections with 1% Annual Chance
Water Surface Elevation
Coastal Transect
Base Flood Elevation Line (BFE)
Limit of Study
Jurisdiction Boundary
Coastal Transect Baseline
Profile Baseline
Hydrographic Feature

GENERAL STRUCTURES
Channel, Culvert, or Storm Sewer
Levee, Dike, or Floodwall

Joseph Torp
Senior Industrial Development Manager
314.580.4594
j.torp@nscorp.com

May 15th, 2024

RE: MegaSite USA

Introduction

This letter should serve as notification of Norfolk Southern Railway Company's support for potential future development of MegaSite USA, located in the Village of Dwight, Livingston County, Illinois. Please note the attached Norfolk Southern Site Map, which details suggested site boundaries for development.

Network Overview

Norfolk Southern (NS) operates an FRA Class I mainline that bisects MegaSite USA. This mainline supports direct rail movements to and from northern Illinois, as well as destinations and interchange points along the greater NS rail system (serving 22 states and the District of Columbia).

Conceptual Plans

In support of future development at this location, NS can provide the State of Illinois, the Greater Livingston County Economic Development Council (GLCEDC), or any prospective rail customer with a conceptual rail engineering plan. This engineering assistance is provided by NS personnel completely free of charge and is intended to evaluate the scope of rail infrastructure required to serve a customer (or customers) at this location.

Rail Service Guidelines

Any proposed tracks that NS may operate over will need to meet the requirements outlined in the latest version of Norfolk Southern's *Guidelines for the Design and Construction of Privately Owned Industry Tracks*. Final design (in the form of fully engineered plans) will need to be reviewed and approved by NS' Engineering and Operating Departments prior to construction. This review and approval would also extend to any proposed non-rail improvements (including, but not limited to, proposed retaining walls) in the vicinity of NS operations.

For full railway operating approval, NS requires that all projects be evaluated on their specific characteristics. Some of these characteristics include, but are not limited to:

- A detailed design of the rail-served facility
- The type and number of railcars to be shipped/received
- Origin and destination locations for the rail traffic
- The commodity(ies) that would be handled

Closing

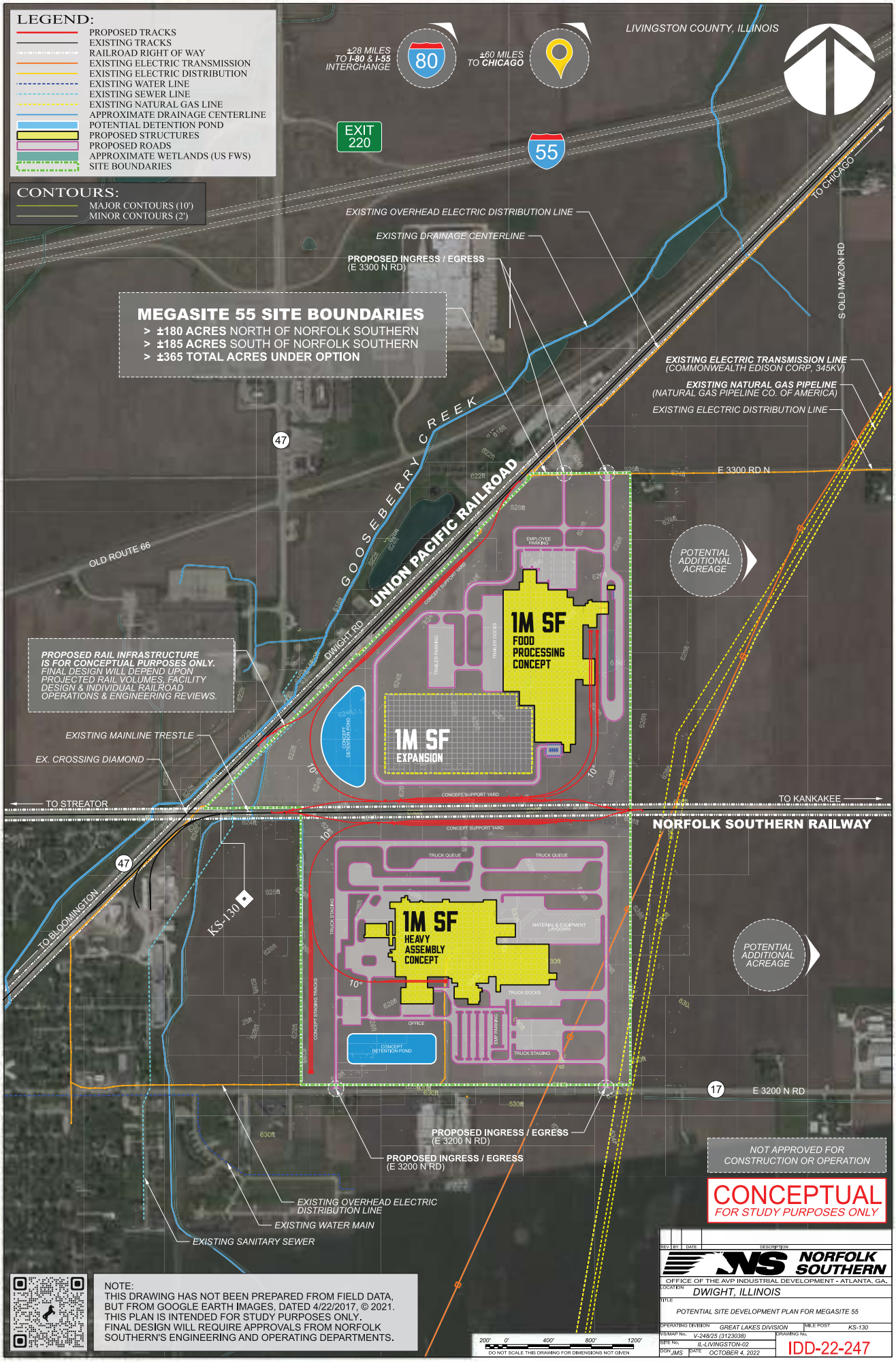
NS has been, and will continue to be, engaged with the Greater Livingston County Economic Development Council to develop a customized solution for rail service to MegaSite USA. NS would be happy to further evaluate this location for a specific project at any time and looks forward to further discussions regarding this site.

Sincerely,

Joseph R. Torp

NS Prime Site

A Norfolk Southern Prime Site is part of an existing "Certified Program" that is recognized by the state as a site ready for construction. Prime Sites undergo a comprehensive review that includes availability of utilities, site access, and environmental concerns. Norfolk Southern must be able to compete for rail service to the site and the site must: Be able to accommodate an efficient rail design; have a NS Industrial Development approved conceptual rail plan; be included in Norfolk Southern's available site program; have ownerships clearly identified with ease of sale acknowledgement from the local EDC, preferably with established terms and conditions; have clear understanding of utility advantages and/or restraints; contain ownership map, flood map, aerial image, and topographic map.


LEGEND:
PROPOSED TRACKS
EXISTING TRACKS
RAILROAD RIGHT OF WAY
EXISTING ELECTRIC TRANSMISSION
EXISTING ELECTRIC DISTRIBUTION
EXISTING WATER LINE
EXISTING SEWER LINE
EXISTING NATURAL GAS LINE
APPROXIMATE DRAINAGE CENTERLINE
POTENTIAL DETENTION POND
PROPOSED STRUCTURES
PROPOSED ROADS
APPROXIMATE WETLANDS (US FWS)
SITE BOUNDARIES
CONTOURS:
MAJOR CONTOURS (10')
MINOR CONTOURS (2')
±28 MILES TO I-80 & I-55 INTERCHANGE
80
±60 MILES TO CHICAGO
LIVINGSTON COUNTY, ILLINOIS
EXIT 220
55
TO CHICAGO
EXISTING OVERHEAD ELECTRIC DISTRIBUTION LINE
EXISTING DRAINAGE CENTERLINE
PROPOSED INGRESS / EGRESS (E 3300 N RD)
S OLD MAZON RD
MEGASITE 55 SITE BOUNDARIES
> ±180 ACRES NORTH OF NORFOLK SOUTHERN
> ±185 ACRES SOUTH OF NORFOLK SOUTHERN
> ±365 TOTAL ACRES UNDER OPTION
EXISTING ELECTRIC TRANSMISSION LINE (COMMONWEALTH EDISON CORP, 345KV)
EXISTING NATURAL GAS PIPELINE (NATURAL GAS PIPELINE CO. OF AMERICA)
EXISTING ELECTRIC DISTRIBUTION LINE
47
GOOSEBERRY CREEK
UNION PACIFIC RAILROAD
E 3300 RD N
OLD ROUTE 66
DWIGHT RD
POTENTIAL ADDITIONAL ACREAGE
1M SF FOOD PROCESSING CONCEPT
1M SF EXPANSION
PROPOSED RAIL INFRASTRUCTURE IS FOR CONCEPTUAL PURPOSES ONLY. FINAL DESIGN WILL DEPEND UPON PROJECTED RAIL VOLUMES, FACILITY DESIGN & INDIVIDUAL RAILROAD OPERATIONS & ENGINEERING REVIEWS.
EXISTING MAINLINE TRESTLE
EX. CROSSING DIAMOND
TO STREATOR
TO KANKAKEE
NORFOLK SOUTHERN RAILWAY
TO BLOOMINGTON
KS-130
1M SF HEAVY ASSEMBLY CONCEPT
POTENTIAL ADDITIONAL ACREAGE
17
E 3200 N RD
PROPOSED INGRESS / EGRESS (E 3200 N RD)
PROPOSED INGRESS / EGRESS (E 3200 N RD)
EXISTING OVERHEAD ELECTRIC DISTRIBUTION LINE
EXISTING WATER MAIN
EXISTING SANITARY SEWER
NOT APPROVED FOR CONSTRUCTION OR OPERATION
CONCEPTUAL
FOR STUDY PURPOSES ONLY
NOTE:
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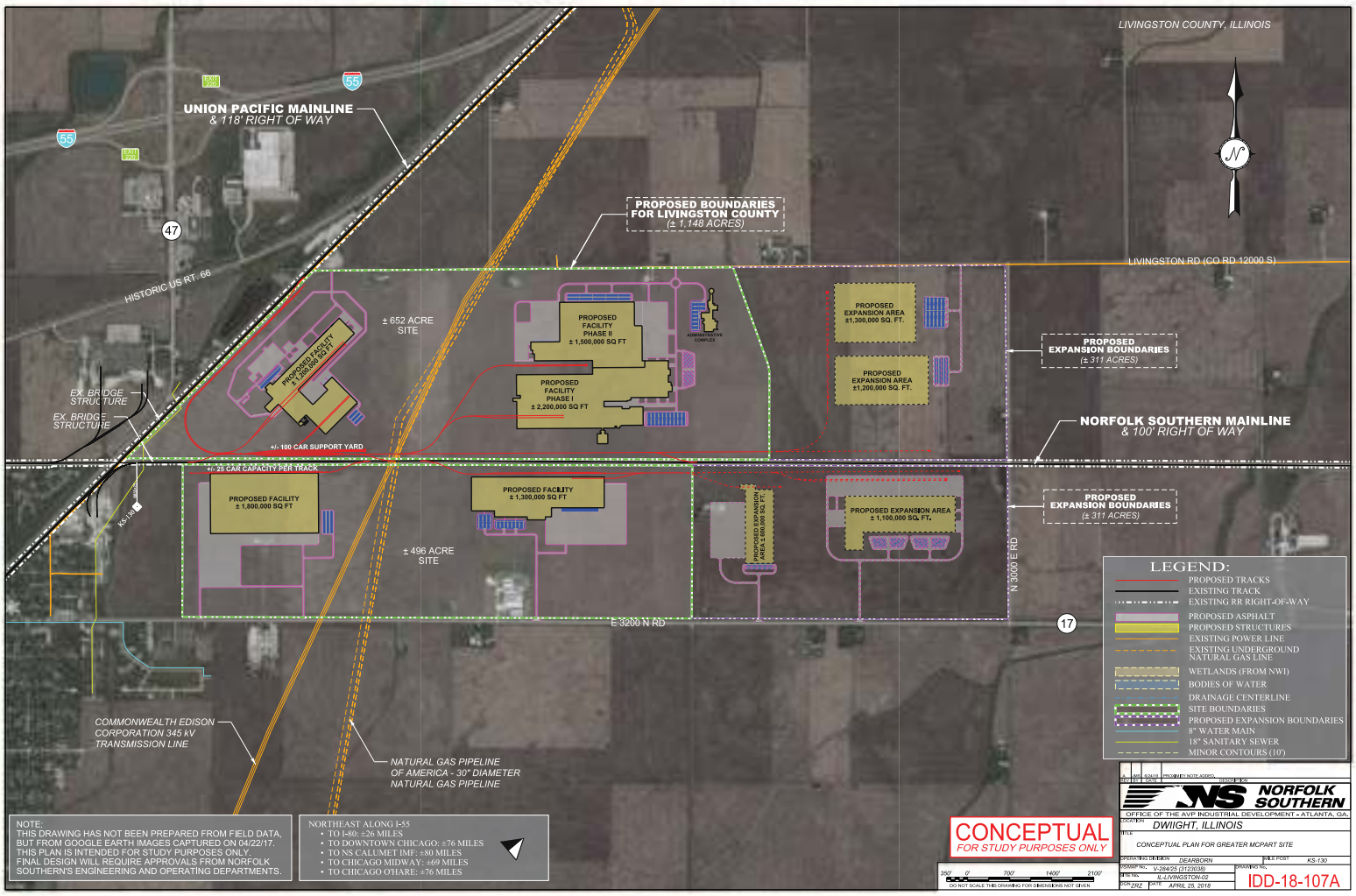
200' 0' 400' 800' 1200'
DO NOT SCALE THIS DRAWING FOR DIMENSIONS NOT GIVEN
NORFOLK SOUTHERN
OFFICE OF THE AVP INDUSTRIAL DEVELOPMENT - ATLANTA, GA.
LOCATION DWIGHT, ILLINOIS
TITLE POTENTIAL SITE DEVELOPMENT PLAN FOR MEGASITE 55
OPERATING DIVISION GREAT LAKES DIVISION
MILE POST KS-130
VS/MAP No. V-248/25 (3123038)
SITE No. IL-LIVINGSTON-02
DGN JMS
DATE OCTOBER 4, 2022
DRAWING No. IDD-22-247


LIVINGSTON COUNTY, ILLINOIS
UNION PACIFIC MAINLINE
& 118' RIGHT OF WAY
PROPOSED BOUNDARIES
FOR LIVINGSTON COUNTY
(± 1,148 ACRES)
LIVINGSTON RD (CO RD 12000 S)
HISTORIC US RT. 66
± 652 ACRE
SITE
PROPOSED FACILITY
PHASE II
± 1,500,000 SQ FT
PROPOSED FACILITY
PHASE I
± 2,200,000 SQ FT
PROPOSED FACILITY
± 2,200,000 SQ FT
PROPOSED
EXPANSION AREA
±1,300,000 SQ. FT.
PROPOSED
EXPANSION AREA
±1,200,000 SQ. FT.
PROPOSED
EXPANSION BOUNDARIES
(± 311 ACRES)
EX. BRIDGE
STRUCTURE
EX. BRIDGE
STRUCTURE
+/- 100 CAR SUPPORT YARD
NORFOLK SOUTHERN MAINLINE
& 100' RIGHT OF WAY
+/- 25 CAR CAPACITY PER TRACK
PROPOSED FACILITY
± 1,800,000 SQ FT
PROPOSED FACILITY
± 1,300,000 SQ FT
± 496 ACRE
SITE
PROPOSED EXPANSION AREA ±1,100,000 SQ. FT.
PROPOSED EXPANSION AREA ±1,100,000 SQ. FT.
PROPOSED
EXPANSION BOUNDARIES
(± 311 ACRES)
N 3000 E RD
E 3200 N RD
17
COMMONWEALTH EDISON
CORPORATION 345 kV
TRANSMISSION LINE
NATURAL GAS PIPELINE
OF AMERICA - 30" DIAMETER
NATURAL GAS PIPELINE
LEGEND:
PROPOSED TRACKS
EXISTING TRACK
EXISTING RR RIGHT-OF-WAY
PROPOSED ASPHALT
PROPOSED STRUCTURES
EXISTING POWER LINE
EXISTING UNDERGROUND NATURAL GAS LINE
WETLANDS (FROM NWI)
BODIES OF WATER
DRAINAGE CENTERLINE
SITE BOUNDARIES
PROPOSED EXPANSION BOUNDARIES
8" WATER MAIN
18" SANITARY SEWER
MINOR CONTOURS (10')
NOTE:
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NORTHEAST ALONG I-55
• TO I-80: ±26 MILES
• TO DOWNTOWN CHICAGO: ±76 MILES
• TO NS CALUMET IMF: ±80 MILES
• TO CHICAGO MIDWAY: ±69 MILES
• TO CHICAGO O'HARE: ±76 MILES
CONCEPTUAL
FOR STUDY PURPOSES ONLY
NORFOLK SOUTHERN
OFFICE OF THE AVP INDUSTRIAL DEVELOPMENT - ATLANTA, GA.
DWIIGHT, ILLINOIS
CONCEPTUAL PLAN FOR GREATER MCPART SITE
DEARBORN
KS-130
V-284/25 (312030)
IL-LIVINGSTON-02
APRIL 25, 2018
IDD-18-107A
DO NOT SCALE THIS DRAWING FOR DIMENSIONS NOT GIVEN

GREATER LIVINGSTON COUNTY EDC
Dwight, IL
APRIL 12, 2024

UNION PACIFIC RAIL ACCESS
NEW SERVICE LETTER

Union Pacific Railroad Company ("UP") has reviewed Greater Livingston County EDC's ("Company") request for rail service in Dwight, Illinois. UP is pleased to notify you that UP is looking forward to working with you on developing new rail service to the Dwight, IL. location. Based on representations made to UP about the future build out of the Greater Livingston County Industrial Rail Park, UP accepts the conceptual track design for manifest service subject to Company satisfying the conditions detailed below. This letter is being provided to Company to establish an understanding of UP's new rail service process for existing locations. The criteria outlined below are consistent with UP's Guidelines for Rail Service and UP's Industry Track Standards, a link to which can be found at https://www.up.com/customers/ind-dev/operations/specs/index.htm.

In addition to the requirements of UP's Guidelines for Rail Service and UP's Industry Track Standards, the following terms and conditions must be met prior to Company receiving new rail service:

- Any prospective tenants at this Facility must submit all necessary designs and receive all Railroad approvals.
- Construction by Company or its future tenants must begin within eighteen months of the date of this letter.
- Union Pacific will not provide intraplant switching for the Facility, but may provide direct service to Customer's prospective tenants, subject to their approval as new customers by Union Pacific and execution of Union Pacific's agreement for industrial track agreement or joint use of track at the Facility, as applicable. Union Pacific reserves the right to convert the Facility to a drop and pull operation.
- This USL is based upon the traffic volumes, and methods of operation Company represented in its conceptual plan dated March 8, 2018. To the extent any of those change, Union Pacific reserves the right to impose additional requirements on providing rail service to the Facility, which could include construction of additional track infrastructure.

Once Company has satisfied the aforementioned terms and conditions, the next steps in UP's new rail service process are as follows:

1. Company will work with its UP Marketing and Sales representative to prepare a Customer Service Plan, if applicable, and determine the rail service Company would receive and the corresponding rates. Additionally, the UP Marketing and Sales representative will coordinate with other UP departments to determine any other requirements necessary for UP to provide service to Customer.
2. Prospective tenants must execute a track agreement – Industrial and/or Joint Use, as applicable, with UP. That executed agreement must be in place prior to the shipment or receipt of any cars.

UP will not authorize rail services until the entire new rail service process is complete. At no time prior to the completion of the process is UP agreeing to provide rail service at Company's facility. All of UP's approvals and authorizations are based on Company's representation of

particular volumes and commodities that will be shipped to and/or from the facility. Any changes in volumes or commodities may change UP's requirements to provide service to the facility. Consequently, if volumes or commodities change after rail service has begun, UP may not be able to meet Company's expectation for increased or additional rail service without Company making modifications to the infrastructure or constructing additional infrastructure.

Very truly yours,

Eric O. Watkins
Senior Director
Network, Economic & Industrial Development

Date: 4/12/2024

GREATER LIVINGSTON COUNTY EDC
Dwight, IL
APRIL 12, 2024

UNION PACIFIC RAIL ACCESS
Track Project Contacts

Prepared for: Greater Livingston County EDC
Track Project Location: Dwight, Illinois

Economic and Industrial Development Sandy
Ryan W. We e
43 28 N. 119th Stre e t
Milwauke e , Wisconsin
(26 2) 277-87 25
rwwe e @up.com

Track Agreement Contact
Jonathan (Jack) Edwards
1400 Douglas Street
Omaha, Nebraska 68179
(402) 544-8944
jonathan. e dwards@upcontractor.up.com

BUILDING AMERICA®

July 17, 2019

Adam Dontz
Greater Livingston County Economic Development Council
210 West Water Street
Pontiac, IL 61764

Mr. Dontz,

Congratulations! Your site has been selected for inclusion in Union Pacific's elite Focus Site program. This program was designed to help our customers – both existing and prospective – find the best Union Pacific rail-accessible properties prepared for quick facility development.

Our Network Economic and Industrial Development (NEID) team evaluated your property against Union Pacific's key criteria and found your site ideal for the location of new rail-served industries. The rail accessible, greenfield site that you submitted for consideration is located in an area we believe will be attractive for customers looking to develop a new rail-served facility. To ensure speed to market for any new rail customers, Union Pacific has approved a preliminary track design for the Dwight Mega Site .

Our railroad network connects 23 states in the western two-thirds of the country, directly serving many of the fastest growing cities in America. We provide a critical link in the global supply chain with access to all major West Coast and Gulf Coast ports and connections to Canada, Mexico and the eastern railroads. Union Pacific offers the most efficient, environmentally-friendly transportation and logistics solutions for a variety of both raw materials and finished goods today.

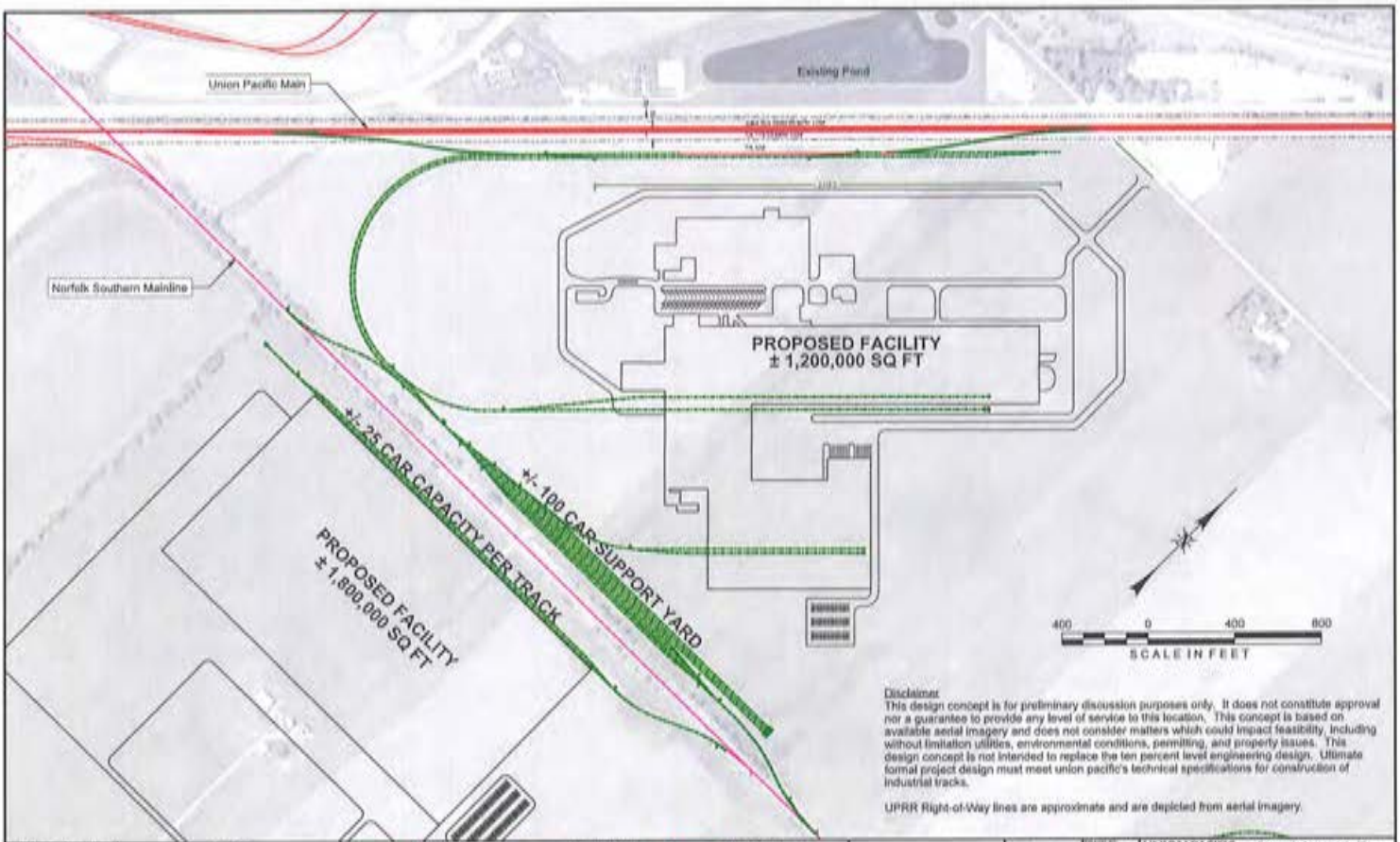
We are excited to work with Greater Livingston County EDC and offer this location as a premiere site for new rail-served customer development. Your site will be featured on our interactive Focus Site map, along with the facility overview at www.up.com.

If you have any questions, please reach out to Sandy Christiansen, Regional Manager, Network Economic & Industrial Development at 630-427-2355 or slchristiansen@up.com.

Sincerely,

Kenny Rocker

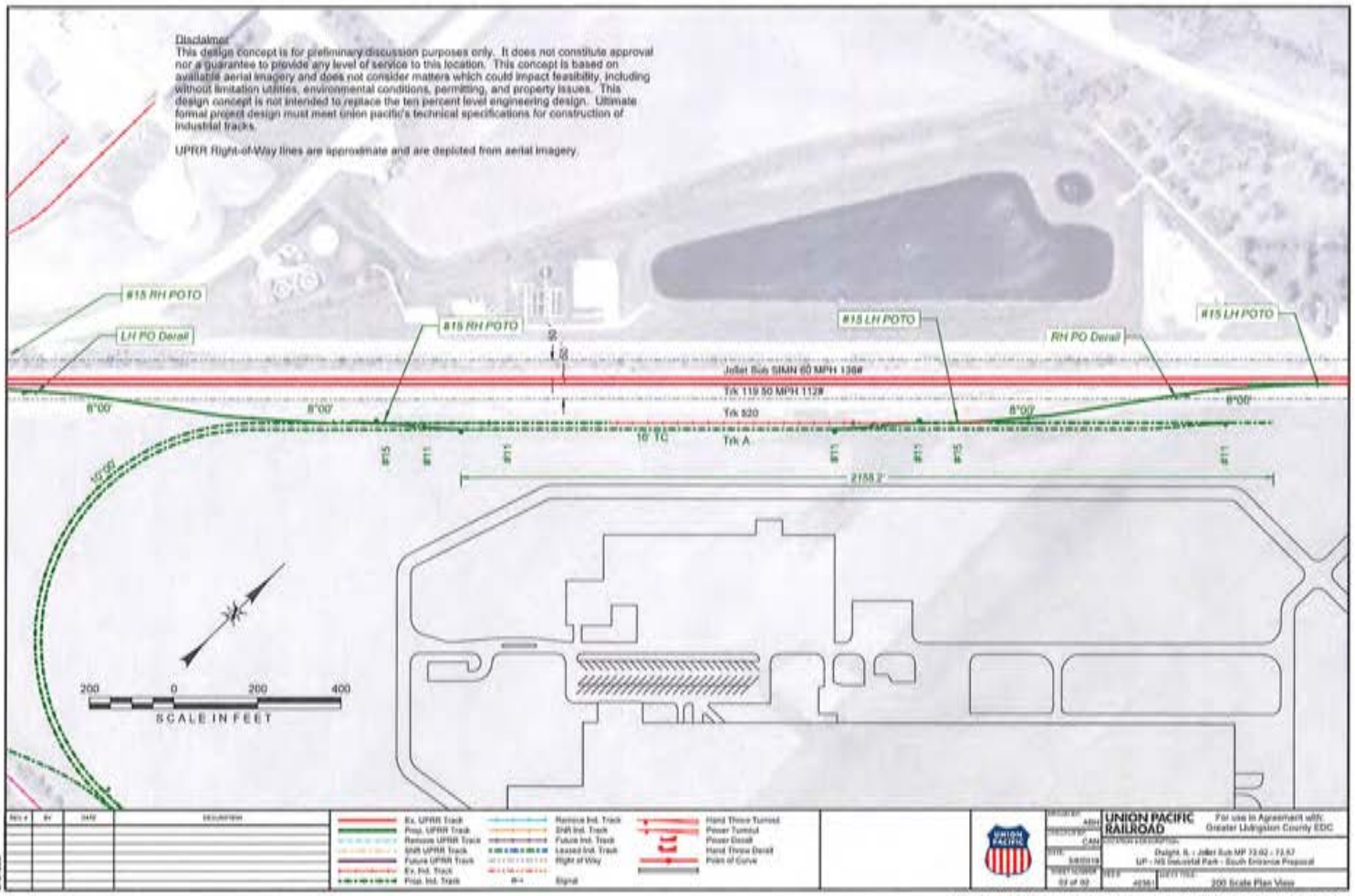
Kenny Rocker
Executive Vice President - Marketing & Sales



Disclaimer
This design concept is for preliminary discussion purposes only. It does not constitute approval nor a guarantee to provide any level of service to this location. This concept is based on available aerial imagery and does not consider matters which could impact feasibility, including without limitation utilities, environmental conditions, permitting, and property issues. This design concept is not intended to replace the ten percent level engineering design. Ultimate formal project design must meet union pacific's technical specifications for construction of industrial tracks.

UPRR Right-of-Way lines are approximate and are depicted from aerial imagery.

UNION PACIFIC RAILROAD
For use in Agreement with: Greater Livingston County EDC
Dwight IL - Joliet Sub MP 72.02 - 72.57
UP - NS Industrial Park - South Entrance Proposal
Plan View - UP Extent
01 of 02


Disclaimer
This design concept is for preliminary discussion purposes only. It does not constitute approval nor a guarantee to provide any level of service to this location. This concept is based on available aerial imagery and does not consider matters which could impact feasibility, including without limitation utilities, environmental conditions, permitting, and property issues. This design concept is not intended to replace the ten percent level engineering design. Ultimate formal project design must meet union pacific's technical specifications for construction of industrial tracks.
UPRR Right-of-Way lines are approximate and are depicted from aerial imagery.
#15 RH POTO
LH PO Derail
#15 RH POTO
#15 LH POTO
RH PO Derail
#15 LH POTO
Joliet Sub SMN 60 MPH 136#
Trk 119 50 MPH 112#
Trk 520
Trk A
8°00'
8°00'
8°00'
8°00'
10° TC
#15
#11
#11
#11
#15
#15
#11
2155.3'
40'-00"
200
0
200
400
SCALE IN FEET
Ex. UPRR Track
Prop. UPRR Track
Remove UPRR Track
Shift UPRR Track
Future UPRR Track
Ex. Ind. Track
Prop. Ind. Track
Remove Ind. Track
Shift Ind. Track
Future Ind. Track
Leased Ind. Track
Right of Way
Signal
Hand Throw Turnout
Power Turnout
Power Switch
Hand Throw Derail
Point of Curve
UNION PACIFIC RAILROAD
For use in Agreement with: Greater Livingston County EDC
Dwight, IL - Joliet Sub MP 73.02 - 73.57
UP - NS Industrial Park - South Entrance Proposal
200 Scale Plan View
S:\Projects\IL\Dwight - UP-NS Industrial Park - UP (Joliet)\CAD Files\Dwight IL Concept.dgn

RAMSEY GEOTECHNICAL ENGINEERING

1701 West Market Street, Suite B
Bloomington, Illinois 61701
(309) 821-0430

Report of Preliminary Soils Exploration

Proposed Development
Illinois State Route 117
Dwight, Illinois

Prepared for:
Hiatt Enterprises, LLC

June 25, 2019

RGE Job 19-141

REPORT OF PRELIMINARY SOILS EXPLORATION
PROPOSED DEVELOPMENT
ILLINOIS STATE ROUTE 117
DWIGHT, ILLINOIS

PREPARED FOR

HIATT ENTERPRISES, LLC

221 WEST WASHINGTON STREET

PONTIAC, ILLINOIS 61764

PREPARED BY

RAMSEY GEOTECHNICAL ENGINEERING LLC

1701 WEST MARKET STREET

BLOOMINGTON, ILLINOIS 61701

(309) 821-0430

June 25, 2019
RGE Job 19-141

REPORT OF PRELIMINARY SOILS EXPLORATION
PROPOSED DEVELOPMENT
ILLINOIS STATE ROUTE 117
DWIGHT, ILLINOIS

INTRODUCTION

This report presents results of our preliminary site exploration which was performed to determine subsurface soil and groundwater conditions for the proposed development planned on a parcel located along Illinois State Route 117 in Dwight, Illinois. The geotechnical services were performed at the request of Mr. Rick Hiatt of Hiatt Enterprises, LLC in accordance with the scope of services outlined in Ramsey Geotechnical Engineering LLC Proposal No. 19-077A dated May 21, 2019. Results of field and laboratory work and recommendations based upon that work are included in the following sections of this report.

SITE/PROJECT DESCIRPTION

We understand that a commercial development is being considered on parcels located on the north side of Illinois State Route 17, on the east side of Dwight, Illinois. The development may include rail spurs, heavy commercial/industrial warehousing with truck docks and heavy cargo container truck rated access roads to support these facilities.

The parcels which are included in the planned development are currently agricultural crop land. The terrain across the site generally slopes down from the southeast to the northwest. Based upon ground surface elevations interpolated from available mapping data, the change in grade within the limits of our exploration is approximately 6 feet.

FIELD EXPLORATION

A total of seven (7) soil test borings were completed on the project site, generally evenly spaced throughout the subject parcels. Each of these borings were extended to a depth of approximately 20 feet below the existing ground surface. The boring locations are shown on the Boring Location Plan included in the Appendix of this report.

The borings were drilled and sampled according to currently recommended American Society for Testing and Materials (ASTM) specifications. Soil sampling was performed at 2-1/2 foot intervals to a depth of 15 feet and at 5 foot intervals thereafter to the bottom of the borings. Samples were obtained in conjunction with the Standard Penetration Test, for which the driving resistance of a 2 inch diameter split-spoon sampler provides an indication of the relative density of granular materials and consistency of cohesive soils. Water level readings were taken during and following completion of the drilling operations.

LABORATORY TESTING

Soil samples were examined in the laboratory to verify field descriptions and to determine classifications in accordance with the Unified Classification System. Laboratory testing included moisture content determinations on all cohesive soil types. Measurements of unconfined compressive strengths on natural cohesive soil samples were made. A calibrated penetrometer was also utilized to provide estimates of the unconfined compressive strength.

All phases of the laboratory testing program were conducted in general accordance with applicable ASTM standards. The results of these tests are shown on the boring logs included in the Appendix of this report.

SUBSURFACE CONDITIONS

Surface deposits of dark brown clayey topsoil were noted at each of the boring locations. The thickness of the topsoil ranges from approximately 0.7 to 1.2 feet with an average of slightly less than one foot.

The soils below the topsoil and extending to the termination depths of the borings consist of silty clay. These soils are stiff to hard in relative consistency. Unconfined compressive strength values are generally in excess of 1.5 tons per square foot (tsf) and in many instances in excess of 4.5 tsf. Moisture content values are somewhat variable ranging from slightly above 30 percent at shallow depths to below 15 percent in the deeper, higher strength deposits

Each of the bore holes were dry while drilling and upon completion and removal of the augers.

ANALYSIS AND RECOMMENDATIONS

Foundation Design

As previously noted, the soils at shallow depths consist of silty clay which generally increases in strength with greater depth. Based upon these conditions, a net allowable bearing pressure of 3,000 pounds per square foot (psf) is recommended for design of spread footings bearing above depths ranging from 3 to 6 feet below the existing ground surface. Alternately, the foundations could be extended to the underlying higher strength soils where an increased bearing pressure of 5,000 psf could be used for foundation design. We have summarized in the following table recommended allowable bearing pressures at varying depths at each boring location.

Boring	Ground Surface Elevation	3,000 PSF Design Bearing Pressure		5,000 PSF Design Bearing Pressure	
		Depth Range in Feet	Elevation Range	Depth Range in Feet	Elevation Range
B-1	623.0	1.0 – 6.0	622.0 – 617.0	Below 6.0	Below 617.0
B-2	621.0	1.0 – 6.0	620.0 – 615.0	Below 6.0	Below 615.0
B-3	623.0	1.0 – 6.0	622.0 – 617.0	Below 6.0	Below 617.0
B-4	622.0	1.0 – 6.0	621.0 – 616.0	Below 6.0	Below 616.0
B-5	623.0	1.0 – 3.0	622.0 – 620.0	Below 3.0	Below 620.0
B-6	626.0	1.0 – 3.0	625.0 – 623.0	Below 3.0	Below 623.0
B-7	627.0	1.0 – 6.0	626.0 – 621.0	Below 6.0	Below 621.0

For frost considerations, all exterior footings should be constructed at least 3-1/2 feet below the exterior finished grade and 4 feet below grade for foundations located outside of heated building limits. Interior footings may be constructed at higher elevations as long as they are protected against frost heave in the event of winter construction.

Dewatering

Based upon measurements made in the bore holes, it appears that the groundwater levels at the time the borings were completed were in excess depths associated with the expected shallow spread footing foundation excavations. We anticipate that the water seepage into the excavations that may occur during wet weather conditions can be controlled by pumping the water from temporary construction sumps located outside the perimeter of the excavations.

Site Subgrade Preparation/Fill Placement

Prior to mass grading the surface vegetation and topsoil should be stripped from the floor slab on grade and pavement areas. Removal depths on the order of one foot will likely be required. These areas should then be proof-rolled in order to detect the presence of unstable conditions. The proof-roll should be performed using a loaded dump truck or other approved piece of heavy rubber-tired construction equipment. All soft or unstable materials defined by proof-rolling should either be reworked and recompacted or, if that does not improve subgrade stability, removed and replaced. The soils directly below the topsoil across the site have moisture content values between 20 and 30 percent. These moisture content values are indicative of potential unstable subgrade conditions.

Clay soils can typically be stabilized by reducing the moisture content and recompacting. For obvious reasons, this will work best in hot, dry and windy weather which may or may not be the case at the time construction is completed. Based upon an estimated optimum moisture content in the range of 15 to 20 percent for the site subgrade soils, reductions in the moisture of up to 10 percentage points may be required.

In areas where unstable subgrade conditions are encountered, removal and replacement with select granular fill can also be used for stabilization. Typically, placement of 12 to 24 inches of coarse aggregate can be required. The coarse aggregate may consist of crushed stone or gravel between about ¼ to 3 inches in size and containing no fines. The aggregate should be placed in 12 inch thick lifts and compacted to a dense and sable state. A geotextile fabric cloth can also be used as a separation layer between soft soils and the aggregate to provide additional stability.

New fill otherwise should consist of approved granular materials or inorganic silty clays of medium to high plasticity. It is recommended that compaction for building pad and pavement areas be to a minimum of 95 percent of the maximum dry unit weigh as determine by the Standard Proctor Test (ASTM D 698). The fill should be placed in approximate 9-inch lifts loose measure with each lift compacted to the specified dry unit weight prior to placement of additional fill.

Moisture control is important in the compaction of most soils. It is recommended that the moisture content of the existing subgrade or new fill be within 1 percentage point on the low side and 3 percentage points on the high side of the optimum moisture content as established by the Standard Proctor Test. If the soil is compacted too dry, it will have an apparent stability which will be lost if it later becomes saturated. If the soil is too wet, the Contractor will not be able to achieve proper compaction.

CLOSURE

We recommend that full time site observations and testing be provided by RGE personnel during foundation construction to document that soils capable of achieving the recommended bearing capacity have been encountered at the planned bearing elevation. In addition, monitoring of building materials and fill placement and compaction should be completed to document compliance with the recommended procedures and specifications.

The analysis and recommendations submitted in this report are based upon the data obtained from the seven (7) soil borings performed at the locations indicated on the Boring Location Plan. This report does not reflect any variations which may occur beyond these borings, the nature and extent of which may not become evident until during the course of construction. If variations are then identified, the recommendations contained in this report should be re-evaluated after performing on-site observations.

Douglas P. Ramsey
Licensed Professional Engineer
Illinois No. 062-040905

APPENDIX

BORING LOCATION PLAN

BORING LOGS

Boring Location Plan

Ramsey Geotechnical Engineering
Job No. 19-141
June 25, 2019

PROJECT **Proposed Development, Illinois State Route 17, Dwight, Illinois**

CLIENT **Hiatt Enterprises, LLC, 221 West Washington Street, Pontiac, IL 61764**

BORING **B-1** DATE STARTED **6-11-19** DATE COMPLETED **6-11-19** JOB **19-141**

ELEVATIONS

GROUND SURFACE **623.0**

END OF BORING **603.0**

WATER TABLE

▼ WHILE DRILLING **DRY**

▽ AT END OF BORING **DRY**

▼ 24 HOURS

DISTANCE BELOW SURFACE IN FEET

LENGTH RECOVERY	SAMPLE NO.	SAMPLE TYPE	N	WC	Qu	γ_{DRY}	DEPTH	ELEV.	SOIL DESCRIPTIONS
							0		Dark brown clayey TOPSOIL (OL)
							1.1	621.9	Very stiff brown silty CLAY, trace sand (CL)
	1	SS	6	26.5	2.67 2.75*				
							3.0	620.0	Stiff brown-gray silty CLAY, trace sand (CL)
	2	SS	6	38.3	1.35 1.5*				
							6.0	617.0	Hard brown silty CLAY, trace sand and gravel (CL)
	3	SS	12	22.9	4.55 4.5*				
							8.0	615.0	Hard gray-brown silty CLAY, trace sand and gravel (CL)
	4	SS	14	28.2	5.58 4.5+*				
							11.0	612.0	Very stiff gray silty CLAY, trace sand and gravel (CL)
	5	SS	12	29.0	3.16 3.0*				
	6	SS	6	30.1	3.40 3.5*				
	7	SS	12	17.1	3.85 3.75*				
									End of Boring at 20.0'

* Approximate unconfined compressive strength based on measurements with a calibrated pocket penetrometer.

DRILL RIG NO. **CME 55**

Division lines between deposits represent approximate boundaries between soil types; in-situ, the transition may be gradual.

PROJECT **Proposed Development, Illinois State Route 17, Dwight, Illinois**

CLIENT **Hiatt Enterprises, LLC, 221 West Washington Street, Pontiac, IL 61764**

BORING **B-2** DATE STARTED **6-11-19** DATE COMPLETED **6-11-19** JOB **19-141**

ELEVATIONS

GROUND SURFACE **621.0**

END OF BORING **601.0**

WATER TABLE

▼ WHILE DRILLING **DRY**

▽ AT END OF BORING **DRY**

▼ 24 HOURS

DISTANCE BELOW SURFACE IN FEET

LENGTH RECOVERY	SAMPLE NO.	SAMPLE TYPE	N	WC	Qu	γ_{DRY}	DEPTH	ELEV.	SOIL DESCRIPTIONS
							0		Dark brown clayey TOPSOIL (OL)
							1.1	619.9	Stiff brown-gray silty CLAY, trace sand (CL)
	1	SS	6	26.5	2.0*				
	2	SS	5	33.7	2.95 3.0*				
							6.0	615.0	Hard brown-gray silty CLAY, trace sand and gravel (CL)
	3	SS	11	16.2	4.88 4.5+*				
	4	SS	13	10.6	6.15 4.5+*				
							11.0	610.0	Very stiff to stiff gray silty CLAY, trace sand and gravel (CL)
	5	SS	9	13.9	3.73 3.5*				
	6	SS	6	21.8	1.07 1.5*				
							17.0	604.0	Hard gray silty CLAY, trace sand and gravel (CL)
	7	SS	15	17.3	6.60 4.5+*				
									End of Boring at 20.0'

* Approximate unconfined compressive strength based on measurements with a calibrated pocket penetrometer.

DRILL RIG NO. **CME 55**

Division lines between deposits represent approximate boundaries between soil types; in-situ, the transition may be gradual.

PROJECT **Proposed Development, Illinois State Route 17, Dwight, Illinois**

CLIENT **Hiatt Enterprises, LLC, 221 West Washington Street, Pontiac, IL 61764**

BORING **B-3** DATE STARTED **6-11-19** DATE COMPLETED **6-11-19** JOB **19-141**

ELEVATIONS

GROUND SURFACE **623.0**

END OF BORING **603.0**

WATER TABLE

▼ WHILE DRILLING **DRY**

▽ AT END OF BORING **DRY**

▼ 24 HOURS

SAMPLE NO.	SAMPLE TYPE	LENGTH RECOVERY	N	WC	Qu	γ_{DRY}	DEPTH	ELEV.	SOIL DESCRIPTIONS
							0		Dark brown clayey TOPSOIL (OL)
							1.2	621.8	
1	SS		5	22.5	1.76 1.75*				Stiff brown-dark brown silty CLAY, trace sand (CL)
							3.0	620.0	
2	SS		6	32.7	2.26 2.25*				Very stiff brown-gray silty CLAY, trace sand (CL)
							6.0	617.0	
3	SS		10	18.9	5.78 4.5+*				Hard brown silty CLAY, trace sand and gravel (CL)
							8.0	615.0	
4	SS		8	16.5	2.83 2.75*				Very stiff gray silty CLAY, trace sand and gravel (CL)
5	SS		8	29.2	2.50 2.5*				
6	SS		5	28.9	2.91 3.0*				
7	SS		30	20.3	3.32 3.5*				
									End of Boring at 20.0'

* Approximate unconfined compressive strength based on measurements with a calibrated pocket penetrometer.

DISTANCE BELOW SURFACE IN FEET

0 5 10 15 20 25

DRILL RIG NO. **CME 55**

Division lines between deposits represent approximate boundaries between soil types; in-situ, the transition may be gradual.

PROJECT **Proposed Development, Illinois State Route 17, Dwight, Illinois**

CLIENT **Hiatt Enterprises, LLC, 221 West Washington Street, Pontiac, IL 61764**

BORING **B-4** DATE STARTED **6-10-19** DATE COMPLETED **6-10-19** JOB **19-141**

ELEVATIONS

GROUND SURFACE **622.0**

END OF BORING **602.0**

WATER TABLE

▼ WHILE DRILLING **DRY**

▽ AT END OF BORING **DRY**

▼ 24 HOURS

SAMPLE NO.	SAMPLE TYPE	LENGTH RECOVERY	N	WC	Qu	γ_{DRY}	DEPTH	ELEV.	SOIL DESCRIPTIONS
							0.8	621.2	Dark brown clayey TOPSOIL (OL)
1	SS		6	25.0	1.89 1.75*				Stiff brown-gray silty CLAY, trace sand (CL)
2	SS		7	22.6	1.07 1.25*				
							6.0	616.0	
3	SS		15	17.5	7.75 4.5+*				Hard brown silty CLAY, trace sand and gravel (CL)
							8.0	614.0	
4	SS		15	18.3	5.29 4.5+*				Hard to very stiff gray silty CLAY, trace sand and gravel (CL)
5	SS		7	20.6	2.67 2.5*				
6	SS		8	23.1	3.57 3.5*				
7	SS		17	13.2	4.18 4.0*				
									End of Boring at 20.0'

* Approximate unconfined compressive strength based on measurements with a calibrated pocket penetrometer.

DISTANCE BELOW SURFACE IN FEET

0 5 10 15 20 25

DRILL RIG NO. **CME 55**

Division lines between deposits represent approximate boundaries between soil types; in-situ, the transition may be gradual.

PROJECT **Proposed Development, Illinois State Route 17, Dwight, Illinois**

CLIENT **Hiatt Enterprises, LLC, 221 West Washington Street, Pontiac, IL 61764**

BORING **B-5** DATE STARTED **6-10-19** DATE COMPLETED **6-10-19** JOB **19-141**

ELEVATIONS

GROUND SURFACE **623.0**

END OF BORING **603.0**

WATER TABLE

WHILE DRILLING **DRY**

AT END OF BORING **DRY**

24 HOURS

SAMPLE NO.	SAMPLE TYPE	LENGTH RECOVERY	N	WC	Qu	γ_{DRY}	DEPTH	ELEV.	SOIL DESCRIPTIONS
							0.7	622.3	Dark brown clayey TOPSOIL (OL)
1	SS		7	24.6	1.68 1.75*				Stiff brown-gray silty CLAY, trace sand (CL)
							3.0	620.0	
2	SS		6	20.0	3.08 3.0*				Very stiff to hard brown silty CLAY, trace sand and gravel (CL)
3	SS		14	19.7	6.15 4.5+*				
							8.0	615.0	
4	SS		7	19.3	3.77 3.75*				Very stiff to stiff gray silty CLAY, trace sand and gravel (CL)
5	SS		7	24.5	2.34 2.75*				
6	SS		6	26.3	1.93 1.75*				
							17.0	606.0	Hard gray silty CLAY, trace sand and gravel (CL)
7	SS		13	13.9	4.72 4.5+*				
									End of Boring at 20.0'

* Approximate unconfined compressive strength based on measurements with a calibrated pocket penetrometer.

DISTANCE BELOW SURFACE IN FEET

0 5 10 15 20 25

DRILL RIG NO. **CME 55**

Division lines between deposits represent approximate boundaries between soil types; in-situ, the transition may be gradual.

PROJECT **Proposed Development, Illinois State Route 17, Dwight, Illinois**

CLIENT **Hiatt Enterprises, LLC, 221 West Washington Street, Pontiac, IL 61764**

BORING **B-6** DATE STARTED **6-10-19** DATE COMPLETED **6-10-19** JOB **19-141**

ELEVATIONS

GROUND SURFACE **626.0**

END OF BORING **606.0**

WATER TABLE

▼ WHILE DRILLING **DRY**

▽ AT END OF BORING **DRY**

▼ 24 HOURS

SAMPLE NO.	SAMPLE TYPE	LENGTH RECOVERY	N	WC	Qu	γ_{DRY}	DEPTH	ELEV.	SOIL DESCRIPTIONS
							0		
							0.7	625.3	Dark brown clayey TOPSOIL (OL)
1	SS		7	26.8	2.01 2.0*				Very stiff brown-dark brown silty CLAY, trace sand (CL)
							3.0	623.0	
2	SS		8	22.5	2.09 2.0*				Very stiff to hard brown-gray silty CLAY, trace sand and gravel (CL)
3	SS		16	20.8	4.67 4.5*				
							8.0	618.0	
4	SS		14	22.2	5.99 4.5+*				Hard to very stiff gray silty CLAY, trace sand and gravel (CL)
5	SS		14	21.2	3.0*				
							13.0	613.0	
6	SS		15	17.4	1.27 1.5*				Stiff gray silty CLAY, trace sand and gravel (CL)
							17.0	609.0	
7	SS		17	12.7	6.03 4.5+*				Hard gray silty CLAY, trace sand and gravel (CL)
									End of Boring at 20.0'

* Approximate unconfined compressive strength based on measurements with a calibrated pocket penetrometer.

DISTANCE BELOW SURFACE IN FEET

0 5 10 15 20 25

DRILL RIG NO. **CME 55**

Division lines between deposits represent approximate boundaries between soil types; in-situ, the transition may be gradual.

PROJECT **Proposed Development, Illinois State Route 17, Dwight, Illinois**

CLIENT **Hiatt Enterprises, LLC, 221 West Washington Street, Pontiac, IL 61764**

BORING **B-7** DATE STARTED **6-10-19** DATE COMPLETED **6-10-19** JOB **19-141**

ELEVATIONS

GROUND SURFACE **627.0**

END OF BORING **607.0**

WATER TABLE

▼ WHILE DRILLING **DRY**

▽ AT END OF BORING **DRY**

▼ 24 HOURS

DISTANCE BELOW SURFACE IN FEET

LENGTH RECOVERY	SAMPLE NO.	SAMPLE TYPE	N	WC	Qu	γ_{DRY}	DEPTH	ELEV.	SOIL DESCRIPTIONS
							0		
							0.7	626.3	Dark brown clayey TOPSOIL (OL)
	1	SS	5	35.0	1.52 1.5*				Stiff brown-dark brown silty CLAY, trace sand (CL)
							3.0	624.0	
	2	SS	5	27.9	1.5*				Stiff brown-gray silty CLAY, trace sand (CL)
							6.0	621.0	
	3	SS	12	16.2	4.43 4.5*				Hard brown silty CLAY, trace sand and gravel (CL)
							8.0	619.0	
	4	SS	11	16.6	5.00 4.5+*				Hard to very stiff gray silty CLAY, trace sand and gravel (CL)
	5	SS	8	20.0	2.01 2.0*				
							13.0	614.0	
	6	SS	6	21.4	1.89 1.75*				Stiff gray silty CLAY, trace sand and gravel (CL)
							17.0	610.0	
	7	SS	7	21.6	2.79 2.75*				Very stiff gray silty CLAY, trace sand and gravel (CL)
									End of Boring at 20.0'

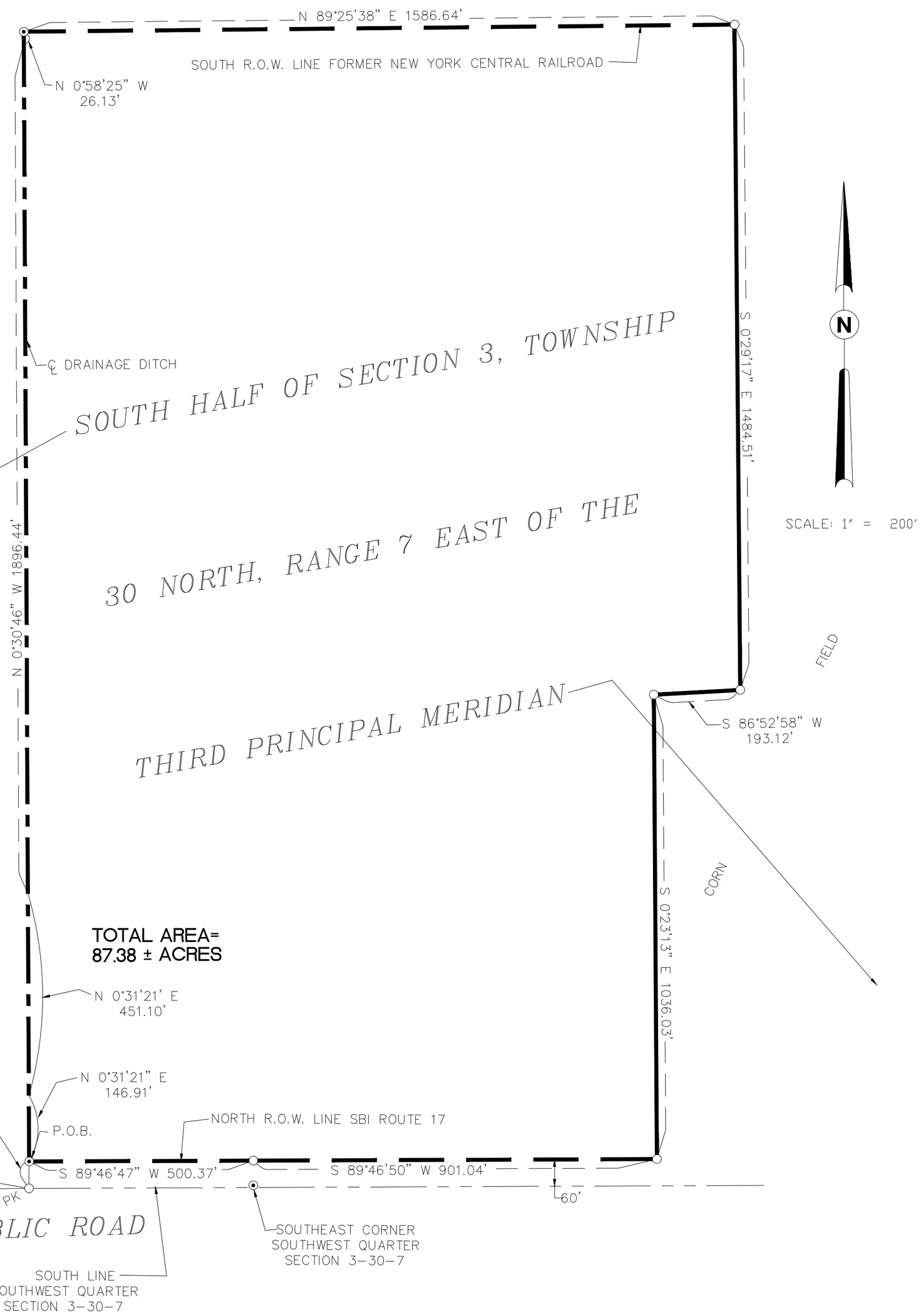
* Approximate unconfined compressive strength based on measurements with a calibrated pocket penetrometer.

DRILL RIG NO. **CME 55**

Division lines between deposits represent approximate boundaries between soil types; in-situ, the transition may be gradual.

PLAT OF SURVEY

PART OF THE SOUTH HALF OF SECTION 3, TOWNSHIP 30 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ALL DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 3, THENCE NORTH 89 DEGREES 46 MINUTES 47 SECONDS EAST 2143.5 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 TO A POINT, THENCE NORTH 60.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SBI ROUTE 17 AND IN THE CENTERLINE OF A DRAINAGE DITCH AND THE TRUE POINT OF BEGINNING, THENCE NORTH 0 DEGREES 31 MINUTES 21 SECONDS EAST 146.91 FEET ALONG THE CENTERLINE OF SAID DRAINAGE DITCH TO A POINT IN SAID CENTERLINE, THENCE NORTH 0 DEGREES 31 MINUTES 21 SECONDS EAST 451.10 FEET ALONG THE CENTERLINE OF SAID DRAINAGE DICTH TO A POINT IN SAID CENTERLINE, THENCE NORTH 0 DEGREES 30 MINUTES 46 SECONDS WEST 1896.44 FEET ALONG THE CENTERLINE OF SAID DRAINAGE DITCH TO A POINT IN SAID CENTERLINE, THENCE NORTH 0 DEGREES 58 MINUTES 25 SECONDS WEST 26.13 FEET ALONG THE CENTERLINE OF SAID DRAINAGE DITCH TO A POINT IN SAID CENTERLINE AND TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF THE FORMER NEW YORK CENTRAL RAILROAD, THENCE NORTH 89 DEGREES 25 MINUTES 38 SECONDS EAST 1586.64 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF SAID RAILROAD TO A POINT, THENCE SOUTH 0 DEGREES 29 MINUTES 17 SECONDS EAST 1484.51 FEET TO A POINT, THENCE SOUTH 86 DEGREES 52 MINUTES 58 SECONDS WEST 193.12 FEET TO A POINT, THENCE SOUTH 0 DEGREES 23 MINUTES 13 SECONDS EAST 1036.03 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID SBI ROUTE 17, THENCE SOUTH 89 DEGREES 46 MINUTES 50 SECONDS WEST 901.04 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID SBI ROUTE 17 TO A POINT, THENCE SOUTH 89 DEGREES 46 MINUTES 47 SECONDS WEST 500.37 FEET ALONG SAID NORTH RIGHT-OF-WAY OF SBI ROUTE 17 TO THE POINT OF BEGINNING, CONTAINING 87.38 ACRES, MORE OR LESS, ALL SITUATED IN LIVINGSTON COUNTY, ILLINOIS.



LEGEND

- BOUNDARY OF PROPERTY SURVEYED
- CENTERLINE OF CREEK
- RIGHT-OF-WAY LINE
- ○ SET IRON PIPE
- ⊡ RECOVERED BRASS DISC
- ⊙ RECOVERED IRON PIPE
- ⊙ ROD RECOVERED ROD

PREPARED BY
VEGRZYN, SARVER AND ASSOCIATES, INC.
SURVEYORS - ENGINEERS - ARCHITECTS
218 W. LAFAYETTE ST. - OTTAWA, ILL. - (815)-434-7225
120 E. MAIN ST. P.O. BOX 307 - DWIGHT, IL - (815)-584-5145
713 EDGEBROOK DR. P.O. BOX 3697 - CHAMPAIGN, ILL. - (217)-359-6603

NOTE: COMPARE DESCRIPTION AND POINTS WITH SURVEY BEFORE BUILDING AND REPORT ANY DIFFERENCE AT ONCE TO THE SURVEYOR.

SURVEYOR'S CERTIFICATE

I, WALTER F. VEGRZYN, ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT DRAWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY DIRECTION FOR CAMP FARM MANAGEMENT.

THIS CERTIFICATE RUNS TO THE BENEFIT OF CAMP FARM MANAGEMENT AND CREATES NO RIGHTS IN OR RESPONSIBILITY TO ANY PARTY NOT NAMED IN THIS CERTIFICATE.

DATED: 11-9-98

WALTER F. VEGRZYN
ILLINOIS PROFESSIONAL LAND SURVEYOR
NO. 35-1891

FILE NO. 9315
COMP. NO. 9315CF2
DRAWN BY JM

LIVINGSTON COUNTY, ILLINOIS

EXISTING POND

EXIT 220

EXIT 220

55

UNION PACIFIC MAINLINE

TO CHICAGO

620'

630'

640'

640'

620'

630'

620'

610'

610'

620'

620'

630'

47

HISTORIC US RT. 66

EXISTING POND

620'

EXISTING BRIDGE

MCPART SITE
±362 ACRES

NS MAINLINE

TO STREATOR

TO KANKAKEE

630'

EXISTING BRIDGE

6833+75

KS-130

TO BLOOMINGTON

620'

17

N

LEGEND:

EXISTING TRACK

EXISTING RAILROAD ROW

MINOR CONTOURS (10')

PROPOSED SITE BOUNDARIES

200' 0' 400' 800' 1200'

DO NOT SCALE THIS DRAWING FOR DIMENSIONS NOT GIVEN

REV	BY	DATE	DESCRIPTION

NORFOLK SOUTHERN

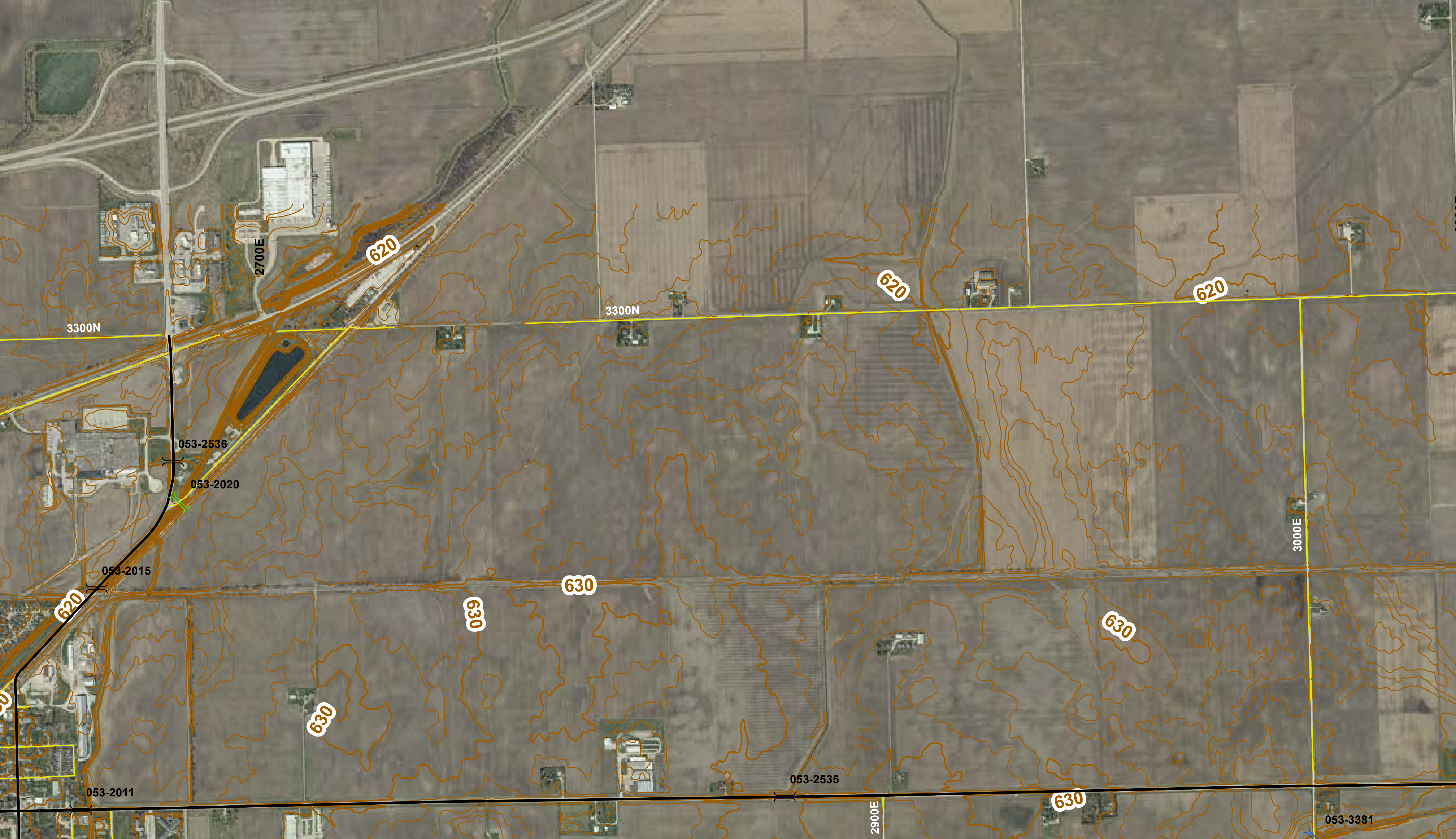
OFFICE OF THE AVP INDUSTRIAL DEVELOPMENT - ATLANTA, GA.

LOCATION	DWIGHT, ILLINOIS		
TITLE	CONTOUR MAP FOR MCPART SITE		
OPERATING DIVISION	ILLINOIS	MILE POST	KS-130
VS/MAP No.	V248/25 (3123038)	DRAWING No.	TOPO
SITE No.	IL-LIVINGSTON-07		
DGN	JMS	DATE	OCTOBER 30, 2018

TOPOGRAPHIC MAP SECTION

NORFOLK SOUTHERN

SCALE 1 INCH = 2,000 FEET
CONTOUR INTERVAL 10 FEET



620
620
620
620
2700E
3300N
3300N
053-2536
053-2020
053-2015
630
630
630
630
630
053-2535
053-2011
2900E
3000E
053-3381

U.S. Fish and Wildlife Service
National Wetlands Inventory

National Wetlands Inventory - Dwight Proje

June 16, 2017

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

John J. McCann
Economic Development Manager
Commonwealth Edison Company
Three Lincoln Centre
Oakbrook Terrace, IL 60181

Telephone 630-437-3032
john.mccann@comed.com
www.comed.com/econdev

September 11, 2022

Adam Dontz
CEO
Greater Livingston County
Economic Development Council
210 West Water Street
Pontiac, IL 61764

Dear Adam,

Delivering safe, reliable electricity is essential to Illinois' economic growth. ComEd provides top performing electric reliability and an array of innovative programs and services to 3.9 million customers across northern Illinois representing 70 percent of the state's population. ComEd strategically partners with state, regional, and county development stakeholders such as the GLCEDC to grow Illinois' vibrant business base.

This letter contains a preliminary estimate for providing facilities at various capacity level scenarios to serve MegaSite 55 in Dwight, IL. This is a non-binding, high-level cost for preliminary budgetary purposes only and is not a final cost for ComEd to provide any work for the facilities that must be installed to meet the needs of your facility. This is only designed to give you an order of magnitude cost estimate and this estimate is open to change.

For example, additional charges may apply should the scope, service route, or any other assumptions change. All cost estimates contained within the proposal are based upon current tariffs with no escalation. The total project costs will be billed after the detailed engineering is completed and will be based on the costs for the work at that time. The project charges will be based on applicable tariffs and taxes in effect at the time of the project acknowledgement and will be due prior to the start of construction.

Electric Service Solutions:

Electric Load (Capacity)	Potential End Use(s)	Preliminary Scope	Preliminary Schedule	Preliminary Cost Estimate
4 MW's	Distribution facility, food processing; small scale manufacturing facility	**Connecting to existing 34kV distribution system** in the area with unknown final service location. Minimal cost due to close proximity of electric utility line.	12-18 months	$150K
15 MW's	Medium scale manufacturing facility	**ComEd Substation Expansion**: Install new 40MVA transformer with associated bus, relay, breaker components at a substation 14 miles from the mega site **Line Extension**: Install 75,000 feet of new overhead wire and associated poles from substation to site	18-24 months	$15M
30 MW's	Large scale manufacturing	**ComEd Substation Expansion**: Install new 40MVA transformer with associated bus, relay, breaker components at a substation 14 miles from the mega site **Line Extension**: Install 150,000 feet of new overhead wire and associated poles from substation to site	24-30 months	$23M
100 MW's	Heavy industrial facility: chemical/petroleum production, full scale automotive production	**New Substation Construction**: Install 345kV 4 breaker ring bus with 2 Auto Transformers and associated station equipment near the mega site. Also, install 138kV 4 breaker ring bus with positions for distribution transformers. **Line Extension**: Assumes a 1-mile 138kV line extension from new substation to site.	30-36 months	$55M

Key Basis For Estimate and Items Not Included:

- This preliminary estimate is good for **120 days** and would require detailed engineering once you are ready to proceed.
- ComEd requires at least 18-month notification (customer detailed drawings, 1-line diagrams, equipment detail, and deposits) to ensure engineering, construction, and procurement of substation long lead time equipment.
- Additional or different Customer requirements may alter this preliminary cost estimate and projected schedule.
- Detailed engineering for a specific Customer project is required to determine final cost estimates and construction schedules.

Estimate Does Not Include:

- Costs associated with delays related to permitting or specific design needs required by municipalities are not factored into the schedule or costs estimates.
- Costs for removal/demolition of existing electrical service
- Costs related to overtime, premium hours, holidays, or weekends
- Cost of any foundation work for transformers, switchgear, etc. is the responsibility of the customer
- Customer costs to install equipment after primary metering
- Does not account for other optional facilities charges

This non-binding, high-level estimate being provided for your project is for your use as a preliminary budgetary estimate only and is not a final cost for ComEd to provide any work. ComEd cannot provide a more refined estimate until after completing detailed engineering.

Rider DE – Distribution System Extensions

Development projects at MegaSite 55 could benefit from the 2016 modifications to ComEd's line extension policy known as Rider DE. The tariff can provide a capital offset benefit to this project which includes a 5-year revenue credit deducted from the standard line extension cost. The remaining portion of the total cost to provide distribution service to the proposed facility is potentially recoverable under Rider DE. The tariff collects upfront deposits for standard service which are then refunded annually over a 10-year period based on the actual distribution revenue that ComEd receives. The tariff also allows for an express refund of the deposit in Year 5 thru Year 10 should the customer meet 75% of its original load projection. To successfully receive the estimated 5-year revenue credit towards the cost of standard service, customers must pass a financial risk screening process that includes the review of the customer's annual financial statements. Upon ComEd design completion and project cost finalization, the applicable credit/threshold is applied to determine the Rider DE deposit amount, if any.

A location served by ComEd offers several distinct electricity related advantages:

Top-Performing Electric Reliability

ComEd is ranked among the best in the Midwest for electric reliability for commercial and industrial customers when compared to other utilities.

- Our 2021 reliability index number for fewest customer interruptions was **Best In *Class,*** beating every other utility's performances in the previous five years
- Among a set of 28 comparable utilities nationally, ComEd is in the top quartile for both outage duration and frequency, meaning fewer and shorter service interruptions when compared to peer utilities
- Our smart grid has helped to deliver the best power reliability and the fewest customer interruptions on record from 2013 to 2021

Competitive Energy Market

Illinois offers customers a robust, competitive electric supply market with more than 50 certified suppliers

- Deregulation resulted in more than $51B in electricity cost savings for businesses, government, schools, hospitals and households

- Illinois' average industrial electricity price of 6.44₡/kWh is among the lowest in the Midwest based on data from the U.S. Energy Information Administration
    - Illinois had the smallest increase in average electric prices in the US from 1997-2020 at just 24%
- Future MegaSite 55 customers can negotiate their supply price, terms, and fuel mix from more than 85 certified electricity suppliers to meet their needs, many of which offer 100% renewable options

Future Energy Jobs Act (FEJA)
The Future Energy Jobs Act (FEJA) pivots Illinois to the new clean energy economy

- Provides new tools for businesses to power their facilities with solar energy, offering new solar rebates of$250/kW of installed capacity up to a maximum of 2,000 kW ($500,000) per customer account
    - Approximate capacity factor of solar in Northern Illinois is 16%
- Additional solar installation at MegaSite 55 Site could be sold into the market or built as a community solar installation for area residential and businesses to purchase portions of to offset their usage

Business Focused Energy Efficiency Programs
ComEd has an extensive portfolio of energy efficiency programs that offer a variety of incentives to help businesses manage energy use and save money on electricity bills. ComEd has more than $172 Million in incentives available for business programs this year, allowing customers to save money through more efficient operations.

Summary:
At this point in time and based on the limited information we have received to date, ComEd believes that it will be feasible to construct the various solutions outlined in this letter. However, this is contingent on ComEd receiving all required electric service information and payments on schedule, receiving timely permits from local and state authorities, the customer's strict adherence to readiness dates throughout the project, and the absence of any unforeseen developments.

Please be aware that the configuration of ComEd's infrastructure changes continually to meet the needs of our customers and to ensure reliability. Some capacity may currently exist in the immediate area but could be utilized for other large electricity customers currently seeking service at nearby locations. The amount of available capacity would change should another customer commit first to proceed. Until ComEd receives a definitive order from a customer to proceed with a project along with the requested deposit funds, ComEd will not know with certainty which customer location will be able to utilize the existing capacity. The revised cost and schedule estimate may increase substantially due to ComEd's need to make a considerable amount of additional investment in order to serve the projected load at this location (i.e., requested load can no longer be served using existing ComEd infrastructure).

Energy is just one of the many assets Northern Illinois offers. ComEd believes in and delivers reliable, clean energy which is essential to a brighter more sustainable future. At ComEd, we put our customers first. We have a passion for service and a team of bright, innovative forward-looking employees who are ready to welcome business to MegaSite 55.

I appreciate the opportunity to be of assistance to you and should you have any questions, please call me at (630) 437-3032.

Regards,

John J. McCann
Economic and Business Development
Cc: Ed Sitar – ComEd Economic Development

Rider DE (Distribution System Extensions)

Customers benefit from an innovative regulatory mechanism that provides large up-front credits for off-property system extensions and accelerated refunds to support economic development.

How Does it Work?

Qualifications – System Extensions/Expansions Needed: Customers that request new or increased electric service resulting in off-property system work qualify for Rider DE.

Standard Credit: ComEd offers a standard $250,000 system extension credit. If the customer portion of the off-property work is less than that amount, the extension is effectively at no cost to the customer!

Greater Credit Opportunities: If the customer passes an internal credit risk assessment, the customer is eligible for an extension credit up to five-years of anticipated ComEd delivery service charges.

- Deposit: The system extension and reinforcement costs to satisfy the customer's electric load and delivery service charges for the first five years are determined. The customer is then required to submit a deposit for the difference:

$$Deposit = Costs - Five\ Year\ Expected\ Delivery\ Service\ Charges$$

  Letters of Credit: Customers can choose to use a bank letter of credit for their deposit instead of cash.

- Refunds: For up to ten years, the customer is eligible for an annual refund based on the actual distribution service charges. Customers may elect to delay the first refund period up to one year to allow for facility ramp up.

$$Annual\ Customer\ Refund = Yearly\ Delivery\ Service\ Charges\ for\ Customer$$

- Accelerated Refunds: In addition to normal annual refunds, customers that average over 75% of their load request can receive the remaining deposit refund after year five.

Since modifications to Rider DE were approved by the Illinois Commerce Commission in March 2016, customers have seen significant benefits, enabling more business growth and expansion in northern Illinois.

80 Customer Projects	9,800 New Jobs	400MW of Power
Resulting in $67M in customer savings thru reduced deposits		

Questions? Contact ComEd Economic Development at EconDev@ComEd.com

**This document is simply an overview of how Rider DE works. For complete information on ComEd's Rates and Riders, visit ComEd.com/rates.*

Rider DE Examples: The following examples are illustrative, geared at increasing understanding and knowledge of how Rider DE works.

Example 1: A 4MW manufacturer requires a $3M line extension but no substation expansion.

Estimated Load	4,000	kW
1-Year Distribution Charge Estimate	$ 329,280	
5-year Distribution Charge Estimate	$ 1,646,400	
Customer Credit (Equivalent to 5-Year Distribution Charge Estimate)	$ 1,646,400	

Line Extension Costs	$ 3,000,000
Substation Expansion Costs	$ -
% of Substation Expansion Used	NA
Total Estimated Costs	$ 3,000,000
Customer Deposit (Difference Between Costs and Credit)	$ 1,353,600

If the customer exceeds 75% of their projected load, the customer cash flow will be:

	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Totals
Balance (Costs - Credit) ($M)	$ 1.35	$ 1.02	$ 0.70	$ 0.37	$ 0.04	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Refund ($M)	$ -	$ 0.33	$ 0.33	$ 0.33	$ 0.33	$ 0.04	$ -	$ -	$ -	$ -	$ -	$ 1.35

Costs are recouped within five years!

Example 2: A 8MW food processor requires a $5M line extension and a $6M substation expansion.

Estimated Load	8,000	kW
1-Year Distribution Charge Estimate	$ 658,560	
5-year Distribution Charge Estimate	$ 3,292,800	
Customer Credit (Equivalent to 5-Year Distribution Charge Estimate)	$ 3,292,800	

Line Extension Costs	$ 5,000,000
Substation Expansion Costs	$ 6,000,000
% of Substation Expansion Used	20%
Total Estimated Costs	$ 6,200,000
Customer Deposit (Difference Between Costs and Credit)	$ 2,907,200

If the customer exceeds 75% of their projected load, the customer cash flow will be:

	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Totals
Balance (Costs - Credit) ($M)	$ 2.91	$ 2.25	$ 1.59	$ 0.93	$ 0.27	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Refund ($M)	$ -	$ 0.66	$ 0.66	$ 0.66	$ 0.66	$ 0.27	$ -	$ -	$ -	$ -	$ -	$ 2.91

Costs are recouped within five years!

Example 3: A 20MW data center requires a $10M line extension and a $16M substation expansion.

Estimated Load	20,000	kW
1-Year Distribution Charge Estimate	$ 1,119,200	
5-year Distribution Charge Estimate	$ 5,596,000	
Customer Credit (Equivalent to 5-Year Distribution Charge Estimate)	$ 5,596,000	

Line Extension Costs	$10,000,000
Substation Expansion Costs	$16,000,000
% of Substation Expansion Used	40%
Total Estimated Costs	$16,400,000
Customer Deposit (Difference Between Costs and Credit)	$10,804,000

If the customer exceeds 75% of their projected load, the customer cash flow will be:

	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Totals
Balance (Costs - Credit) ($M)	$ 10.80	$ 9.68	$ 8.57	$ 7.45	$ 6.33	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Refund ($M)	$ -	$ 1.12	$ 1.12	$ 1.12	$ 1.12	$ 6.33	$ -	$ -	$ -	$ -	$ -	$ 10.80

As the customer met 75% of their expected load, they received accelerated refunds in the fifth year.

Mediacom

Xtream • Business • OnMedia

Greater Livingston County Economic Council

Presented by:

Cory Larsen
Mediacom Communications

3900 26th Ave
Moline IL 61265

September 3, 2024

Enterprise Solutions Is The New Communications Provider
We Offer Choices That Didn't Exist Until Now

Enterprise Business Networks provides a single integrated network solution for your voice, video, data and Internet communications. We offer data networking speeds that far exceed traditional options, and provide the foundation needed to implement all multimedia applications that are custom designed, delivered and managed to improve the productivity of your business.

Enterprise Business Networks can link your sites together with our fiber optic network, providing you with highly robust network speeds from 1 Mbps (million bits per second) up to 100 Mbps, 1,000 Mbps, OC-x and beyond! Alternatively, if you are a single location in need of high-speed access to the Internet, we can help. In either case our mission is clear: we are committed to providing you with the communications infrastructure you need to successfully meet your objectives, both now and in the future.

Businesses, schools (K-12), universities (13-20), hospitals and local governments/municipalities are among the many users of our services today. Anyone with high-speed networking requirements will benefit from our services. Why wait for the future when Enterprise Business Networks helps you realize your future today?

Company Goal:

Custom design, deliver and manage large LAN/WAN network solutions for faster and more economical bandwidth by leveraging strong fiber capacity within the local CATV fiber (HFC) infrastructure.

Enterprise Solutions is a Division of Mediacom

This quote for service is valid for 30 days from the original date of presentation to the customer.

Overview of Proposed Services for Greater Livingston County Economic Council

- The connection will be terminated with Mediacom's optical switches to be determined after network design.
- The Internet connection will be handed off by a Fast Ethernet connection.
- Mediacom will provide a managed service with remote monitoring and 24x7.
- Static IP's provided

This is a turn-key, lit solution with all equipment up to the d-mark provided by Mediacom

Enterprise Solutions is pleased to offer the Fiber solution for data communication

This quote for service is valid for 30 days from the original date of presentation to the customer.

SLA-Service Response & Escalations

Mediacom Commercial Network Services

Service Description

Mediacom Enterprise Network Solutions will provide a single integrated network solution for voice, video, data and Internet communications. We offer data networking speeds that provide the foundation needed to implement all multimedia applications that are custom designed, delivered and managed to improve productivity.

Mediacom will link individual sites together with our fiber optic network, providing a highly robust network with speeds from 3Mbps (million bits per second) up to 100Mbps, 1,000Mbps, OC-x and beyond.

An Ethernet solution will be constructed using all fiber communication between the customer site and the applicable customer facility. This solution will be individually engineered to meet the specific connectivity needs of each location. Each individual project will be designed to meet or exceed all applicable industry standards.

In addition, the design for each site will also allow for future modification and scalability in order to meet future needs of our customer.

Once the connection is operational, the network will be monitored 24x7 and processes will be placed into effect that will allow for timely problem resolution in order to ensure the highest reliability is available to our customer.

Network Standards and Performance

Industry Standards:

- ETHERNET: IEEE 802.3
- V-LANs: IEEE 802.1Q
- Class of Service: IEEE 8021p, IETF RFC 2474 / 2475

Performance:

- *Interfaces Supported*: IEEE802.3: 10BaseT or 100BaseT

- *Latency*: Not to exceed 100 milliseconds on average per month
  Mediacom's goal is to keep Latency to 100 milliseconds or less. If Mediacom or the Customer determines Latency has affected the network, a trouble ticket will be opened with the NOC. Mediacom will analyze the trouble ticket to determine if Latency in excess of 100 milliseconds was the cause. If, after an analysis of trouble tickets for that month, Mediacom determines Latency exceeded 100ms for the month, the Customer's account shall be credited equal to one day's worth of the Mediacom Monthly Fee paid by the Customer for such month. In multiple-provider networks, this SLA will only be applicable to the portion of the network provided by Mediacom.

- *Network Availability*: 99.9%

This quote for service is valid for 30 days from the original date of presentation to the customer.

Mediacom's goal is to make the network available to the Customer free of Network Outages 99.9% of the time. If Mediacom fails to maintain network availability of 99.9%, upon Customer's request, Mediacom will issue a credit to the Customer for Network Outages in an amount equal to one day's worth of the Mediacom Monthly Fee paid by the Customer, for any month where network unavailability meets or exceeds 43 minutes.

- *Network Outage Reporting*: Within 20 minutes of service unavailability

  The Customer is to be notified within 20 minutes after Mediacom determines that the Customer's service is unavailable. Mediacom will contact the Customer's designated point of contact, by a method agreed to by Mediacom and the Customer (examples: telephone, email, fax or pager).

  Mediacom will provide a written report of any Network Outages that exceed two hours in length within five (5) business days of the Outage. The report will include an explanation of the problem and a description of actions taken by Mediacom to correct the problem. If the report is not provided within five (5) business days, Mediacom will provide an additional credit comparable to the amount of time the service is unavailable (for a total of twice the length of the outage).

- *Bandwidth increases*: Up to 100MB total provisioned within 7 days after contract amendment execution

  If Mediacom fails to provision any bandwidth increases, up to 100MB total, within seven (7) days of contract amendment execution, Mediacom will issue a credit to the Customer in an amount equal to one day's worth of the Mediacom Monthly Fee for the additional unprovisioned service.

- *Network Availability Reporting*:

  Mediacom will make available, upon Customer's request, a monthly statistical performance report regarding network availability.

- *Notification of Scheduled Maintenance*: 48 hours in advance

  Scheduled maintenance shall mean any maintenance that affects or may affect the Customer's service (a) of which the Customer is notified 48 hours in advance, and (b) that is performed during a standard maintenance window any day 12pm to 6am local time. Notice of scheduled maintenance will be provided to the Customer's designated point of contact, by a method agreed to by Mediacom and the Customer (examples: telephone, email, fax or pager). Downtime due to scheduled maintenance shall not be considered for network availability calculations.

This quote for service is valid for 30 days from the original date of presentation to the customer.

Network Management, including monitoring and technical assistance

SLAs for network reliability are met through the implementation of a highly reliable network architecture, continuous surveillance of the network, a preventive management program and rapid detection & response to service affecting faults.

The Mediacom provided fiber network, equipment and associated services are monitored from our Network Operations Center (NOC), 24x7 and provide surveillance, fault management and preventive maintenance programs to ensure network performance. Surveillance provides not only recognition of network faults, but also trend analysis indicating beginning stages of performance deterioration, which can be used for preventive maintenance before it becomes service affecting.

The NOC is essentially a "back office" which works in conjunction with the Business Technical Support Center (BTSC), the "front office". In the event a service-affecting fault is detected by the NOC, in addition to the immediate initiation of a fault resolution process, the customer will be notified by the BTSC as well. Notification will include a description of the nature of the trouble, probable cause and expected resolution.

The NOC provides around the clock management services for the network, coordination of its support activities and technical support for all members of the maintenance team. This includes ownership of all troubles until resolved, coordination of resolution processes with other carriers, equipment providers and maintenance people and reporting of results for future process improvement.

The end result is a comprehensive network management program to reduce network failures and, if they do occur, improve overall network restoration services.

Definitions

Notification is an informational service done via cell phone, e-mail or pager to ensure appropriate awareness within the Customer's team on all issues.

1. The NOC will notify the Customer via phone or email of an alarm or customer reported event, of severity 1 or 2, as required by the customer.
2. The primary method of notification, for severity 3 or 4 trouble tickets will be by assigned pagers or email.

Escalation is a process (internal and external) that ensures that the correct technical resource within the organization is working on and dedicated to the problem resolution. The escalation process will take place 24 X 7 based upon outage severity levels.

Internally, this will move the primary responsibility up the organization and the NOC will ensure that the transfer of responsibility takes place by speaking on the phone with the appropriate party and logging that conversation into the trouble-ticket.

Delay Status is an alarm condition affecting one or more network elements that is the result of an Act Of God or environmental failure out of the scope of normal network failure events. Outage time will start when the failed event has been repaired and the network device(s) remains unresponsive.

Severity Definitions

Severity 1 Critical network or system fault/failure

- Entire network or systems down or inoperative
- Service affecting event - Severe business impact
- Continuous network performance impairment
- No workaround available

Severity 2 Significant network or system event/degradation

- Individual components of the network or system experiencing problems
- Service affecting – business impact during business hours
- Intermittent loss of user connectivity
- No workaround available

Severity 3 Minor network or system event/impairment

- Service affecting – minimal impact during business hours
- Workaround is available & implemented

Severity 4 No business impact i.e. non-service affecting

- Passive network or system issue/event
- General Question
- Change Control

Notification, Restoration and Escalation Procedure

For every ticket opened in the Mediacom Network Operations Center, a NOC Engineer will assign an appropriate Severity Level and confirm it with the Customer. The NOC Notification and Escalation Process is triggered based on the Severity level.

Severity Levels will help classify and define the Customer's technical and business impact of a network issue. It also defines the priority of an issue.

Notification / Escalation Schedule

	Severity 1	**Severity 2**	**Severity 3**	**Severity 4**
Customer IS / Network Team	Immediate	Immediate	24 hours	72 hours
On-Call Network Engineer / Support	Immediate	Immediate	Immediate	Immediate
Director of Network Support / Engineering	4 Hours	8 Hours	As needed	As needed
Vice President Network Support / Engineering	24 Hours	72 Hours	As needed	As needed
Local Sales Manager	1 Hours	2 Hours	24 Hours	72 Hours
Market Director	2 Hours	4 Hours	As needed	As needed

Severity Level 1 & 2 notifications will be sent via pager or cell phone 24 x 7 x 365 with email follow up.

E-mail notifications for Severity Levels 3 and 4 will be sent out by 3PM Monday – Friday to the respective contacts as per the following schedule.

Response & Resolution Time

	Severity 1	Severity 2	Severity 3	Severity 4
Response Time	4 Hours	4 Hours	8 Hours	8 Hours
Target Restoration Time	8 Hours	8 Hours	24 Hours	24 Hours
Commitment Hours	24x7	24x7	8x5 NBD	8x5 NBD

Maintenance and Restoration

Maintenance for scheduled work (preventive maintenance and network upgrades) will be performed in the normal "maintenance window", from 12AM to 6AM, Sunday through Saturday. Mediacom provides 48 hour advanced notice of scheduled work.

Maintenance for service affecting troubles will be performed as required to meet the terms of network support listed above.

Credit Limits

Total credits under this SLA are limited to the monthly recurring charge for the affected service for the month in which the service does not meet the guarantees.

Financial Information

Annual Report and can be found at http://phx.corporate-ir.net/phoenix.zhtml?c=98270&p=irol-sec

Any questions please contact Cory Larsen at 309-351-3930 or clarsen@mediacomcc.com

This quote for service is valid for 30 days from the original date of presentation to the customer.

May 22, 2024

Adam Dontz
Greater Livingston County
Economic Development Council
210 West Water Street
Pontiac, IL 61764

Re: Dwight MegaSite USA Nicor Gas General Capacity

Dear Adam,

Nicor Gas' resources and corporate values support the world class attributes that make Illinois a premier global business location. As the largest natural gas distributor in northern Illinois, and one of seven natural gas distribution companies of Southern Company Gas, a wholly owned subsidiary of Southern Company (NYSE: SO). Nicor Gas delivers natural gas – *an abundant, affordable, and clean energy source* – safely and reliably to approximately 2.3 million customers in 656 communities in Illinois.

Nicor Gas operates and maintains more than 34,000 miles of underground pipelines, connecting to seven interstate pipelines and one intrastate pipeline. Our natural gas purchasing strategies, coupled with our underground storage facilities, ensure that Nicor Gas customers receive reliable, competitively priced service.

This letter contains a preliminary high-level estimate for potentially providing natural gas service at various capacity level scenarios to serve the Greater Livingston County MegaSite USA in Dwight, IL. This is a non-binding, high-level cost estimate for preliminary discussion purposes only and is not a final cost nor a commitment for Nicor Gas to provide any work for the facilities that would need to be installed to meet the needs of your facility. The information herein is only designed to give you an order of magnitude cost estimate and this estimate is open to change.

Natural Gas Service Solutions

Scenarios	Description	Potential Timeline & High-Level Cost Estimate
<300 mcfh Light/Medium Manufacturing	Connect to existing 6" main at west edge of site.	6-12 months ≤$3 Million **High-potential for cost optimization due to existing infrastructure & incentive eligibility*
300-1,000 mcfh Medium/Heavy Manufacturing	Replace up to 15,000' of existing main between Nicor Station and site with 8-12" main.	12-24 months ~$3-5 Million
>1,000 mcfh Power Plant/Chemical Processing Data Center/EV-Industry Manufacturing with on-site power generation (co-gen)	Revise existing station facility in cooperation with supplier. Replace up to 15,000' of existing main between Nicor Gas station and site with 12' or larger main.	18-30 months ~$5-10 Million

Disclosure: Timelines may also vary by supply chain of materials, permitting, easements, location, and other factors that cannot be controlled by Nicor Gas. More accurate timeline and cost estimates can be provided within 4-8 weeks upon completion of a feasibility study. Receipt of customer's load letter detailing actual load and pressure request, equipment specifications, and operational flow is needed to initiate this process.

Please be advised, once the final natural gas load requirements are more clearly defined for the project, Nicor Gas will be able to determine what, if any, natural gas infrastructure and/or system improvements would be required to serve the requested load. A cost will then be defined for these infrastructure requirements. That cost is then bumped up against the projected future revenue stream Nicor Gas will receive in serving the new facility. To the extent that Nicor Gas meets its approved, tariffed rate-of-return, there is no infrastructure cost to the customer. In the event of a shortfall, the customer will be assessed the difference.

New Business Application

At this point, it is premature to know what, if any, costs would be associated with a project. However, it is highly encouraged to submit a new business application (NBA) in order to start a feasibility study that will help determine estimated costs, timelines, and potential improvement needs when an end-user is being recruited. Upon completion of the NBA, a Nicor Gas Account Executive will be selected to assist with implementing and finalizing natural gas needs and service.

Summary of Natural Gas Costs

Nicor Gas is among the lowest cost providers of natural gas. Your total monthly natural gas expenditure will consist of three main components – the natural gas commodity cost, the distribution/delivery charges, and the monthly customer charge.

1. The commodity cost is the cost for the natural gas itself. With natural gas being an openly traded commodity on the New York Mercantile Exchange (NYMEX), we cannot predict future pricing. Typically, large commercial and industrial customers will purchase the commodity through a third-party broker/supplier, which may result in volumetric savings.
2. The natural gas distribution charge is the cost to deliver the natural gas commodity to the end-use customer. Nicor Gas offers a variety of delivery rates for our commercial and industrial customers, based on the customer's load profile. The current approved rates can be found on our website – nicorgas.com/rates-and-costs.
3. The monthly customer charge is a fixed monthly charge based on the meter size and the use of natural gas in cubic feet per hour (cfh). The current approved monthly customer charges by rate class can be found on our website – nicorgas.com/rates-and-costs.

Uniterruptible Power Supply (UPS)

While northern Illinois doesn't have the sandy beaches or mountain views, what it does have are vast underground sandstone for-mations, which have proved to be an advantage for storing natural gas. Nicor Gas owns and operates seven underground natural gas storage fields with approximately 150 billion cubic feet of annual storage capacity. This allows us to purchase natural gas when it is likely to be less expensive, store it throughout the year, and then retrieve it for customers during peak winter months. Storage fields also give us flexibility to deliver gas to customers who purchase their own supplies, allowing customers to buy gas at the best price and store it for future use.

Solutions to Attract and Retain Industry

- Infrastructure Modernization
- Next Generation Natural Gas
- Renewable Natural Gas and Offsets
- Hydrogren
- Research and Development
- Transportation Decarbonization
- Energy Efficiency
- Speed-to-Market

Nicor Gas Sustainability and Energy Efficiency Programs

Sustainability is embedded in our ethos. We believe that affordable, reliable, safe and increasingly clean energy is the foundation for improving the lives of people and the communities we serve, driving economic equity and enabling progress for a better future. Nicor Gas is fueling innovation, investing in communities and businesses to strengthen our region and the state.

Nicor Gas is committed to empowering our customers to reduce their footprint, which has significant potential to reduce emissions. For nearly a decade, Nicor Gas has implemented a comprehensive energy efficiency program for residential, commercial and industrial customers. We also have steadily increased energy efficiency services particularly for income qualified and public sector customers. Learn more at nicorgas.com/sustainability

The Nicor Gas Energy Efficiency Program is one of the largest natural gas saving programs in the country. From providing free products and assessment to rebates and tips, we work with our customers to help them find the best ways to save for their homes and businesses. Small businesses, commercial, industrial, public sector and multi-family properties can participate in our commercial offerings of free assessments to meet all property sizes, rebates for equipment, custom incentives, and more. Visit nicorgas.com/bizsavings for more information.

Sincerely,

Thomas Stovall
Manager, Economic Development

CC: Chris Sala Senior Representative, Economic Development

Farnsworth GROUP

2709 McGraw Drive
Bloomington, Illinois 61704
p 309.663.8435 f 309.663.1571

www.f-w.com

November 15, 2019

Village of Dwight
209 S. Prairie Street
Dwight, Illinois 60420

Attn: Mr. Kevin McNamara, Village Administrator

Re: Economic Development Infrastructure Development Capacity

Dear Mr. McNamara:

Pursuant our planning Meeting for providing additional analyses related to creating additional water capacity for commercial growth opportunities, we have provided the following:

- Our April 19, 2018 Capacity Analyses summary letter.
- A figure showing the proposed route for bringing Well #101 to the Water Treatment Plant. The figure shows the general alignment and shows where easements are already secured in the event a water main is constructed.
- An approximate development cost to place Well #101 on-line and construct the raw water main to the Village treatment plant.
- We also discussed the opportunity to utilize - Treated Wastewater Sources of Water.

  Depending on the application use of additional water of new development in the northeast portion of the Village, there are opportunities for utilizing treated effluent from the daily flow from the Wastewater Treatment Plant (WWTP) and the CSO lagoon located on the WWTP property. This reuse of effluent water is not a new concept and has been effectively used at other communities in Illinois and around the country. Because the WWTP is permitted and regulated by the Illinois Environmental Protection Agency (IEPA), any deviations to the operations of the WWTP and destination of the effluent would require a permit modification and potential additional treatment.

  Additional treatment may involve filtration chlorination or Ultraviolet Light disinfection, depending on the intended use of the water. The volume can vary, but for planning, 200,000 up

to 500,000 gallons per day could be provided on a sustainable basis. Because of the variable flows that WWTP's experience, greater flows can be realized. Storage facilities can be used to capture these variable flow rates. The Village Wastewater Treatment Plant is rated by the IEPA to treat:

Average Daily Flow – 0.38 million gallons per day

Maximum Daily Flow – 1.7 million gallons per day

The wastewater collection treatment system is also comprised of a Combined Sewer Overflow pond. Although, IEPA regulatory permission and treatment review would be necessary, at the planning level, this may be another option for water reuse.

The process to use WWTP Effluent would involve the following steps:

1) Determine the exact use, volume needed and destination of the water.
2) Complete required study and submit a report to the IEPA for review and approval.
3) Upon approval of the concept and the requirements placed on the use, the method of treatment would then be designed and submitted to the IEPA for a construction permit.
4) The Pumping System, Treatment System and piping would then be constructed to meet the demands.

An estimated cost for the necessary improvements required to use WWTP Effluent is difficult to determine until Steps 1-3 are completed, but based on similar projects the City should budget a minimum of $500,000 to $1,000,000 for planning purposes.

Sincerely,

FARNSWORTH GROUP, INC.

Robert C. Kohlhase
Principal

Zach Knight, P.E.
Project Engineer

Cc: Mr. Adam Dontz, Executive Director GLEDC
Ty Eshleman, FGI

Enclosures

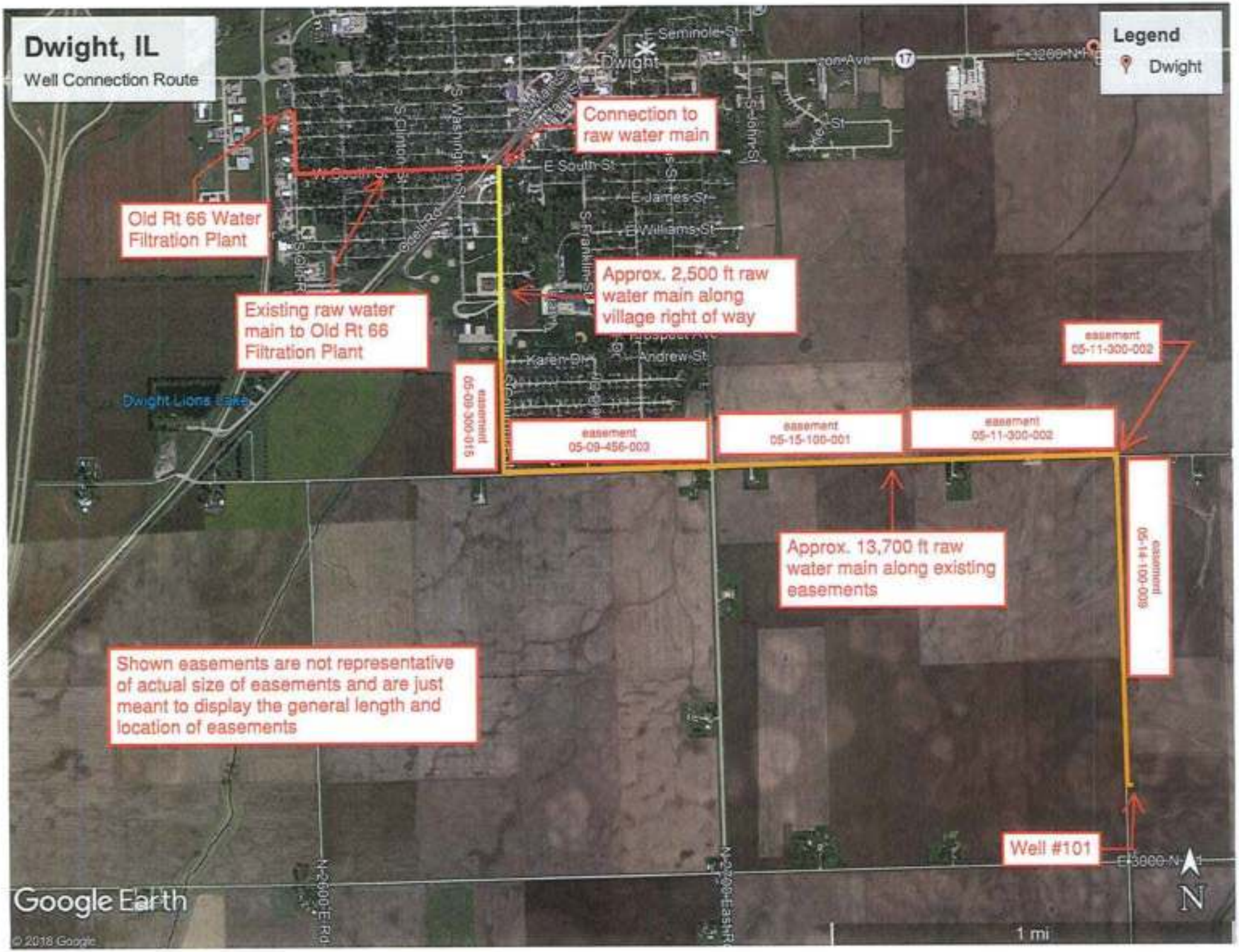
DWIGHT WELL 101 RAW WATER MAIN
WELL 101 TO WELL7/9 RAW WATER MAIN
PRELIMINARY COST ESTIMATE
11/15/2019

10" RAW WATER MAIN

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
10" PVC SDR 21	LF	16,400	$ 55.00	$ 902,000.00
Connect to Exist. 10" Raw Water Main	EA	1	$ 2,000.00	$ 2,000.00
10" Gate Valve & Box	EA	7	$ 2,900.00	$ 20,300.00
Tracer Cable	LF	16,400	$ 0.50	$ 8,200.00
Concrete Driveway Remove and Replace	LF	240	$ 35.00	$ 8,400.00
Concrete Pavement Remove and Replace	LF	240	$ 65.00	$ 15,600.00
Bituminous Pvmt/Rigid Base Remove and Replace	SY	75	$ 63.00	$ 4,725.00
Bituminous Pvmt/Flex Base Remove and Replace	SY	174	$ 50.00	$ 8,700.00
Aggregate Surface Course Rem & Rep	SF	30	$ 10.00	$ 300.00
Sidewalk Rem & Rep	SF	400	$ 35.00	$ 14,000.00
Flowable Fill - CLSM	CY	345	$ 53.00	$ 18,285.00
Curb Crossing	EA	10	$ 250.00	$ 2,500.00
Reseed & Fertilize	LF	2,700	$ 3.00	$ 8,100.00
Ag Restoration	LF	13,700	$ 5.00	$ 68,500.00
10" DI Creek Crossing	LS	1	$ 30,000.00	$ 30,000.00
Stormwater Pollution Prevention Plan	LS	1	$ 6,000.00	$ 6,000.00
Traffic Control	LS	1	$ 15,000.00	$ 15,000.00
Adminstrative, Legal, and Financing	LS	1	$ 25,000.00	$ 25,000.00
				$ -
				$ -
				$ -
				$ -
				$ -
			10" Raw Water Main Construction Subtotal	$ 1,160,000.00
			10% Construction Contingency	$ 116,000.00
			25% Engineering	$ 290,000.00
			10" Raw Water Main Total	$ 1,570,000.00

SCOPE OF IMPROVEMENTS & ASSUMPTIONS:

1. 10" raw water main will be run from Well 101 to the Well 7/9 raw water at the intersection of Columbia/South Street.
2. Village has completed acquistion of easements for proposed pipeline route - west side of CR2800E from well 101 to CR3100N (Fieldman Road), north side of CR3100N from CR2800E to 1/2 mile west of CR2800E, south side of CR3100N from 1/2 mile west of CR2800E to Rt 47, north side of CR3100N from Rt 47 to CR2650E (Columbia St), and west side of Columbia St. from Fieldman Rd to school property.
3. Water main to lay in berm/street ROW along west side of Columbia St. from school to James Street.
4. Water main to lay under Columbia St pavement from James St. to South St.
5. Unknown utility conflicts are not include in this analysis.
6. Crossing Route 47 is assumed to be open cut.


Dwight, IL
Well Connection Route
Legend
Dwight
Connection to raw water main
Old Rt 66 Water Filtration Plant
Existing raw water main to Old Rt 66 Filtration Plant
Approx. 2,500 ft raw water main along village right of way
Approx. 13,700 ft raw water main along existing easements
Shown easements are not representative of actual size of easements and are just meant to display the general length and location of easements
Well #101
easement 05-09-300-015
easement 05-09-456-003
easement 05-15-100-001
easement 05-11-300-002
easement 05-11-300-002
easement 05-14-100-009
Dwight Lions Lake
E Seminole St
E South St
E James St
E Williams St
Andrew St
Karen Dr
N 2900 E Rd
1 mi
N
Google Earth
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Farnsworth GROUP

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www.f-w.com

April 19, 2018

Village of Dwight
209 S. Prairie Street
Dwight, Illinois 60420

Attn: Mr. Kevin McNamara, Village Administrator

Re: Economic Development Infrastructure Development Capacity

Dear Mr. McNamara:

The Village of Dwight has developed a very strong infrastructure that provides capacity for community growth and commercial and business growth. To assess and understand the capacity of the water and sewer treatment potential, we have reviewed the Village's current infrastructure capacity.

Following is a summary overview of current infrastructure capacity and discussion on alternative resources for expansion capabilities. As the needs for expanded water and wastewater treatment presents themselves, additional research should be conducted at a more detailed level. Also included, is a table that provides total capacity, current use and immediately available excess.

Existing Source Water Supply Overview

- The Village's source water supply is currently comprised of three groundwater wells (Wells #7, #8 and #9) all located within the Village. Each well pump is rated at 600 gallons per minute (gpm).

- In addition to the three active wells, the Village installed a fourth, reserve well (Well #101) outside the Village that is currently not connected to the water system. When required, this well can be connected to Village water system and is estimated to be able to supply up to 300 gpm (430,000 gallons per day).

Additional Sources of Water – If an additional volume of water is necessary for expanded demands and use, the alternatives the Village may consider would include the following sources.

- Well #101 was located within an area outside the influence of the in-town aquifer pumping. When this well is brought into the water system or potentially piped to a directed use, it may be possible to install additional wells to utilize the alternative aquifer.

- Former Correctional Center Wells. The former Dwight Correctional Center, utilized both the Village Water Supply and their own deep bedrock wells. With the closure of the facility, there may be potential for re-use of the deep wells. The volume from these wells may reach 200,000 to 300,000 gallons per day. Water quality requirements would need to be considered for water from these wells.

- Treated Wastewater Effluent. Dependent on the use requirements, the effluent from the Wastewater Treatment Plant provides an opportunity for water reuse. This volume can vary, but for planning, 200,000 gallons per day could be provided on a sustainable basis. Permitting and planning with the IEPA would be required for this water option.

- CSO Lagoon. The wastewater collection treatment system is also comprised of a Combined Sewer Overflow pond. Although, IEPA regulatory permission and treatment review would be necessary, at the planning level, this may be another option for water reuse.

- Surface water. The use of a surface water supply to meet commercial and industrial uses is the other alternative. The options to reach a surface water supply are limited. For a smaller scale volume, the local streams could be considered. However, for a large volume, the Vermillion and Illinois Rivers would be the only option. The pipeline distance for these options would be in the magnitude of 17 miles. Short of a very significant development, the cost/benefit of reaching this supply would be difficult to justify.

- Regional Supply. Another option to supplement the water capacity would be to explore the option of a regional water supply with either Gardner or Odell, both about 8 miles distance. Additional Volume available for use would need to be determined through research and negotiation.

Water Distribution and Storage

- The Village has a vast network of water distribution mains including larger diameter mains (10", 12" and 16") in the northern commercial business park.

- The Village currently has an active elevated storage capacity of 750,000 gallons. Additional storage could be explored if necessary including use of the former correctional facility tank.

Potable Water Treatment Operation

- The Village Water Treatment Plant filters and disinfects prior to distribution. The practical maximum of any treatment plant is to operate at 20 hours per day.

- The source water capabilities would need to be considered as a possible limitation to the available water.
- Another option for additional treatment capacity would be construction of a local treatment plant near the development

Wastewater Treatment Operation

- The Village Wastewater Treatment Plant is rated by the IEPA to treat:
  - Average Daily Flow – 0.38 million gallons per day
  - Maximum Daily Flow – 1.7 million gallons per day
- Additional discharge flow will need to be analyzed to prevent negative effects on current treatment process.

Capacity Analysis

	Current Average Daily Use	Current Maximum Daily Use	Current Maximum Capacity	**Available Sustainable Excess Capacity**
Source Water	300,000 gal/day	800,000 gal/day	1,000,000 gal/day	500,000 gal/day
Water Treatment	300,000 gal/day	800,000 gal/day	1,700,000 gal/day	900,000 gal/day
Wastewater Treatment	380,000 gal/day	1,700,000 gal/day	2,160,000 gal/day	500,000 gal/day

Sincerely,

FARNSWORTH GROUP, INC.

Robert C. Kohlhase
Principal

Mr. Zach Knight, P.E.
Project Engineer

Cc: Mr. Adam Dontz, Executive Director GLEDC
Ty Eshleman, FGI

2021R-02318 23
2021R-02318

COUNTY CLERK & RECORDER
LIVINGSTON COUNTY
RECORDED ON
05/03/2021 01:49:38PM
KRISTY A MASCHING
COUNTY CLERK & RECORDER
REC FEE: 17.00
GIS FEE: 20.00
AUTO FEE: 12.00
DOC STOR FEE: 5.00
PAGES: 23

Prepared By:

Irvin L. Masching
Attorney at Law
105 E. Chippewa Street
P.O. Box 247
Dwight, IL 60420

Return To:

Jill Haacke
Village Clerk
209 S. Prairie Avenue
Dwight, IL 60420

VILLAGE OF DWIGHT

==========

Ordinance No. 1460

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AND REZONING AGREEMENT

==========

ADOPTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF DWIGHT

THIS 22nd DAY OF MARCH 2021

==========

Published in pamphlet form by authority of the Board of Trustees of the Village of Dwight, Grundy and Livingston County, Illinois this 24th day of March 2021.

==========

General Location: North side of IL Route 17, East of the Union Pacific Railroad Tracks

PINS: 05-05-03-400-011; 05-05-03-400-010

VILLAGE OF DWIGHT
ORDINANCE NO. 1460

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION ANDS REZONING AGREEMENT

WHEREAS, it is in the best interests of the Village of Dwight, Grundy and Livingston County, Illinois that a certain Annexation and Rezoning Agreement pertaining to property of approximately 359.3 +/- acres located North of Route 17 and East of the Union Pacific railroad tracks in Livingston County, Illinois be entered into the property is legally described in the Agreement); and

WHEREAS, an Annexation and Rezoning Agreement has been prepared, which Agreement is attached hereto and incorporated herein by reference; and

WHEREAS, the property is presently contiguous to Village boundaries; and

WHEREAS, the Owners of Record of the property are ready, willing, and able to enter into said Agreement and to perform the obligations as required hereunder; and

WHEREAS, the statutory procedures provided in Division 15.1 of Article 11 of the Illinois Municipal Code, as amended, 65 ILCS 5/11-15.1-1 (2017), for the execution of the Annexation and Rezoning Agreement have been fully complied with including the hearing before the Municipal Authorities as required by the Village Board of Trustees on March 16, 2021 after publication as required by Statute.

NOW THEREFORE, be it ordained by the President and by the Board of Trustees of the Village of Dwight, Grundy County and Livingston County as follows:

SECTION 1. The Corporate Authorities hereby find that all of the recitals contained in the preamble to this Ordinance are true, correct and complete and are hereby incorporated by reference thereto and made a part hereof.

SECTION 2. The form, terms and provisions of the Annexation and Rezoning Agreement are hereby in all respects approved, and the Village President is hereby authorized and directed to execute, and the Village Clerk is directed to attest the Annexation and Rezoning Agreement in the name of and on behalf of the Village.

SECTION 3. The Annexation and Rezoning Agreement as executed and drafted shall be in the same form as it is now before this meeting and hereby approved.

SECTION 4. From and after the execution and delivery of the Annexation and Rezoning Agreement, the officers, agents and the employees of the Village are hereby authorized, empowered and directed to perform all such acts and things and the execution of all such documents as may be

necessary to carry out the intent and accomplish the purposes of this ordinance and to comply with and make effective the provisions of the Annexation and Rezoning Agreement, as executed.

SECTION 5. In the event that any provision or provisions, or portion or portions of this Ordinance shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions or portions of this Ordinance that may be given effect without such invalid or unenforceable provision or provisions, portion or portions.

SECTION 6. All ordinances or parts of ordinances conflicting with any of the provisions of this Ordinance shall be and the same are hereby repealed.

SECTION 7. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form.

SECTION 8. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this 22nd day of March 2021, by the Corporate Authorities, with the Village President and -6- Trustees voting aye; -0- Trustees voting nay; and -0- Trustees absent, abstaining or passing, said vote being as follows:

AYE: -7- Curtis, Eggenberger, Irvin, Kinkade, Butterbrodt, Johnson

NAY: -0-

ABSENT: -0-

APPROVED: March 22, 2021

SIGNED: March 24, 2021

Jared Anderson, Village President

Attest:

Jill Haacke, Village Clerk

(For Recorder's Use)

ANNEXATION AND REZONING AGREEMENT

This Annexation and Rezoning Agreement ("Agreement") made and entered into this 24th day of March, 2021, by and between the Village of Dwight, An Illinois Municipal Corporation, located in Livingston and Grundy Counties, Illinois, hereinafter referred to as VILLAGE; McPart, L.L.C., An Illinois Limited Liability Company, hereinafter referred to as OWNER; and Greater Livingston County Economic Development Council, An Illinois Not For Profit Organization, hereinafter referred to as GLCEDC, WITNESSETH:

WHEREAS, the OWNER has legal title to certain real estate which the OWNER, wishes to have annexed to the VILLAGE pursuant to this Agreement, being contiguous to the Corporate Limits of the VILLAGE and which the VILLAGE is desirous of annexing to VILLAGE; and

WHEREAS, the legal description of the real estate to be annexed to VILLAGE, pursuant to this Agreement, is described on ***Exhibit A*** attached hereto and is more generally referred to herein as the "2021 Annexed Premises"; and

WHEREAS, the OWNER has legal title to certain real estate which was previously annexed to the VILLAGE pursuant to that certain Annexation Agreement dated October 23, 2000 between OWNER and VILLAGE, which Annexation Agreement (the "2000 Annexation Agreement"), together with the Ordinance approving same, was recorded with the Livingston County, Illinois Recorder on November 5, 2000 as document Number 521208; and

WHEREAS, the legal description of the real estate previously annexed to VILLAGE pursuant to the 2000 Annexation Agreement is also described on ***Exhibit A*** attached hereto and is more generally referred to herein as the "2000 Annexed Premises"; and

WHEREAS, the "2021 Annexed Premises" is located immediately north of and shares a common north-south boundary line with the "2000 Annexed Premises"; and

WHEREAS, the "2021 Annexed Premises" and the "2000 Annexed Premises" are herein collectively referred to as the "Annexed Premises"; and

WHEREAS, OWNER and GLCEDC are parties to that certain Option Agreement (as amended, the "GLCEDC Option") dated May 8, 2019, pursuant to which OWNER has granted GLCEDC an option to purchase the "Annexed Premises", or portions thereof, upon and subject to the terms and conditions set forth in the GLCEDC Option; and

WHEREAS, the parties hereto agree that it is desirous to (i) have the "2021 Annexed Premises" described on ***Exhibit A*** annexed to VILLAGE, and (ii) rezone the "2000 Annexed Premises", all upon and the terms and conditions as herein specified; and

WHEREAS, the parties wish to set forth in writing their agreement as to the respective rights and duties each has or shall assume with respect to the annexation and/or zoning of the real estate hereinbefore referred to and described on ***Exhibit A*** attached hereto; and

WHEREAS, the "2021 Annexed Premises" described on ***Exhibit A*** is not within the corporate limits of any municipality; and

WHEREAS, Public Hearings have been or will be held as required before the Dwight Plan Commission with respect to the terms and conditions of this Agreement as provided by law; and

WHEREAS, the appropriate Notices of said Annexation and of the adoption of this Agreement has been or will be given to all interested parties including but not limited to the Dwight Fire Protection District, Dwight Township, Dwight Township Road Commissioner, Dwight Township High School District 230, Dwight Common School District 232, Prairie Creek Library District, the State of Illinois Department of Transportation, and to adjacent owners;

NOW, THEREFORE, in consideration of the premises and the agreements of the parties, it is agreed as follows:

1. AUTHORITY TO ENTER INTO ANNEXATION AGREEMENT:

The parties hereto acknowledge that each has the power and authority to enter into this Agreement, the power and authority of the Village of Dwight being pursuant to 65 ILCS 5/11-15.1, et seq, and pursuant to Village Ordinance No. 1460 passed by two-thirds of the corporate authorities then holding office; and pursuant to the power and authority of OWNER being by appropriate action of the Members and Managers of McPart, L.L.C. authorizing such action and approval.

2. ANNEXATION:

VILLAGE shall annex the "2021 Annexed Premises", said annexation being pursuant to the terms and conditions of this Agreement as provided by law, and shall be in conjunction with a "Petition for Annexation" submitted by OWNER, said "Petition for Annexation" being signed by One Hundred (100%) percent of the owners of the real estate to be annexed, the parties hereto acknowledging that there are no electors residing within said territory and that said annexation is pursuant to the power and authority granted under 65 ILCS 5/7-1-8.

3. ZONING:

As part of this Agreement; (i) the "2021 Annexed Premises" shall be initially Zoned I-1, Industrial District under the provisions of the Dwight Zoning Ordinance, and the "2000 Annexed Premises" shall be rezoned from R-2 to I-1, Industrial District, under the provisions of the Dwight Zoning Ordinance. Accordingly, upon annexation of the "2021 Annexed Premises", the entire "Annexed Premises" shall be governed by the Ordinances of the Village of Dwight where applicable, including but not limited to the Dwight Zoning Ordinance; the Building Codes of the Village of Dwight, and all other Village Ordinances and Regulations, except as may otherwise herein be modified. The parties hereto understand that such zoning shall be subject to final approval/change by the Corporate Authorities of VILLAGE as particular parts or parcels of the "Annexed Premises" are developed/final platted by OWNER, their successors and/or assign. The parties further agree and acknowledge that such final approval/change by the Corporate Authorities of VILLAGE may include, without limitation, rezoning particular parts or parcels of the "Annexed Premises" as one or more P-1, Planned Industrial Districts, as such particular parts or parcels of the "Annexed Premises" are developed/final platted by OWNER, their successors and/or assigns. It is further provided that OWNER may request changes in zoning hereunder, and any such changes shall be made pursuant to the normal procedures for Zoning Map Amendments under VILLAGE'S Zoning Ordinance and, where applicable, the Law of the State of Illinois.

The "Annexed Premises" is being used at the present time for agricultural purposes. In reviewing this Agreement, VILLAGE gave due consideration to the continuation of such current use. Notwithstanding anything to the contrary contained herein, and although the "2021 Annexed Premises" shall, upon annexation, be Zoned I-1, Industrial District and the "2000 Annexed Premises" shall be rezoned from R-2 to I-1, Industrial District, as provided above, OWNER shall continue to have the right to use the undeveloped portions of the "Annexed Premises" for agricultural use, including, without limitation, OWNER's current farming operations, as if such undeveloped portions of the "Annexed

Premises" were zoned AG, Agricultural District under the provisions of the Dwight Zoning Ordinance. Any provisions of the Dwight Zoning Ordinance regarding permitted uses within the I-1, Industrial District which may be in conflict with the current use of the "Annexed Premises" for agricultural purposes shall not be effective with respect to or enforceable against the "Annexed Premises".

4. DEVELOPMENT OF THE "ANNEXED PREMISES".

Pursuant to the terms of the GLCEDC Option, and as part of its mission to spur economic development in Livingston County, GLCEDC is attempting to identify potential users of the "Annexed Premises". Due to the size of the "Annexed Premises" and its bifurcation by the Norfolk Southern Railway right of way, the parties anticipate that there will be more than one developer/user and that the "Annexed Premises" will develop in phases. The parties further agree and acknowledge that development of the "Annexed Premises" may, but need not: (i) be part of a so-called "mega-site" development project, (ii) incorporate TIF and/or other development incentives, (iii) include additional parcels, (iv) incorporate rail spur tracks and other infrastructure upgrades and improvements, and/or (v) take place pursuant to one or more future PUD and/or development agreements between VILLAGE and the future developer(s)/user(s). If requested by OWNER and/or GLCEDC and to the extent reasonably feasible, VILLAGE agrees to add some or all of the "Annexed Premises" to the VILLAGE's existing TIF District(s) and/or designate some or all of the "Annexed Premises" as one or more separate TIF District(s).

5. ABATEMENT / REBATE OF CERTAIN REAL ESTATE TAXES:

Real estate taxes assessed and extended on the "Annexed Premises" in excess of the real estate taxes that would have been assessed and extended on the "Annexed Premises" had the "Annexed Premises" not been annexed to VILLAGE and/or rezoned as provided herein shall be abated by VILLAGE, or in the event that abatement is not possible or practical, such additional taxes shall be rebated to OWNER prior to the due date of said real estate taxes on an annual basis during the term of this Agreement. Such abatement and/or rebate shall continue in full force and effect until such time, if any, that the current agricultural use of the "Annexed Premises" shall change. In such event and at such time, the abatement/rebate shall no longer apply to that portion of the "Annexed Premises" for which the prior agricultural use has changed. The abatement/rebate shall continue to apply with respect to the balance of the "Annexed Premises".

6. FIRST EFFECTIVE YEAR OF ABATEMENT / REBATE:

The parties understand and agree that the first year when the "2021 Annexed Premises" are assessed for real estate tax purposes as being within the corporate limits of the Village of Dwight shall be the first year upon which the abatement or rebate shall commence, and such abatement or rebate shall be for all real estate taxes assessed and extended thereafter by VILLAGE as provided in Section 5 above. The parties further understand and agree that the 2020 Annexation Agreement provided a similar abatement/rebate for the "2000 Annexed Premises" and that such abatement/rebate shall continue for all real estate taxes assessed and extended hereafter by VILLAGE with respect to the "2000 Annexed Premises" as provided in Section 5 above.

7. MUNICIPAL WATER SUPPLY:

The parties hereto understand that VILLAGE has no Municipal water supply extended to the "Annexed Premises"; but VILLAGE hereby represents that it has an eight (8) inch water main located on the south side of Route 17, approximately 750 feet west of the "Annexed Premises". Although no commitment is made by VILLAGE hereunder or elsewhere with respect to any future extension of the Municipal water system of VILLAGE to the "Annexed Premises", VILLAGE does hereby commit and agree that at such time as the above-described water main is extended to the "Annexed Premises", whether by VILLAGE, OWNER, Its Successors and/or Assigns and/or others, OWNER, Its Successors and/or Assigns shall be entitled to connect to and use the Municipal water system of VILLAGE to service the "Annexed Premises", provided that the Village of Dwight has sufficient capacity to supply water to the "Annexed Premises" and to meet the Village's needs then existing and expected, the determination of which shall be solely within the discretion of the Village of Dwight. If VILLAGE determines that there is not sufficient capacity in the Municipal water system of VILLAGE to supply water to any proposed development of the "Annexed Premises", VILLAGE agrees to cooperate with OWNER in connection with an expansion of the Municipal water system or other mechanism to provide potable water service to such proposed development of the "Annexed Premises". If and to the extent that OWNER finances any such expansion of the Municipal water system or other mechanism to provide additional potable water service capacity, OWNER shall be entitled to recover a proportionate share of the cost thereof via recapture from other properties benefitted thereby at such time, if any, that such benefitted properties connect to the Municipal water system.

Except as provided above, VILLAGE shall be under no obligation to extend the municipal water system to any portion of the "Annexed Premises".

8. SANITARY SEWER:

VILLAGE hereby represents that it has an eighteen (18) inch sanitary sewer line that has been extended to the "Annexed Premises". VILLAGE does hereby commit and agree that OWNER, its Successors and/or Assigns shall be entitled to connect to and use the Municipal sanitary sewer system of VILLAGE to service the "Annexed Premises", provided that the Village of Dwight has sufficient capacity to provide sanitary sewer services to the "Annexed Premises" and to meet the Village's needs then existing and expected, the determination of which shall be solely within the discretion of the Village of Dwight. If VILLAGE determines that there is not sufficient capacity in the Municipal sanitary sewer system of VILLAGE to provide sanitary sewer services to any proposed development of the "Annexed Premises", VILLAGE agrees to cooperate with OWNER in connection with an expansion of the Municipal sanitary sewer system or other mechanism to provide sanitary sewer service to such proposed development of the "Annexed Premises", provided that any expenditure of Village's public funds for such an expansion of the Municipal sewer system or other mechanism to provide sanitary sewer services to such proposed development of the Annexed Premises shall be in the sole determination and discretion of VILLAGE. If and to the extent that OWNER finances any such expansion of the Municipal sanitary sewer system or other mechanism to provide additional sanitary sewer service capacity, OWNER shall be entitled to recover a proportionate share of the cost thereof via recapture from other properties benefitted thereby at such time, if any, that such benefitted properties connect to the Municipal sanitary sewer system.

9. COSTS:

GLCLDC shall pay the cost of the preparation of this Agreement, together with the cost of any publications, Public Hearings, and/or recording of this Agreement, together with any Ordinance implementing the same, together with attorney's fees and costs incurred by the Village of Dwight with respect to the review and/or preparation of the Annexation and Rezoning Agreement, the Annexation Agreement, together with the publication and service of notices as required to governmental entities and to adjacent owners.

10. RECORDING:

This Agreement shall be recorded with the Recorder's Office in Livingston County, Illinois, to place on the public record the terms and conditions of this Agreement.

11. DURATION OF THIS AGREEMENT:

This Agreement shall be for a period of twenty (20) years from its effective date, regarding the terms and conditions as herein set forth, provided however, that said Annexation shall, unless otherwise agreed, be permanent. If (i) the "Annexed Premises", or any portion thereof that is on the VILLAGE boundary (herein, the "Disconnection Premises"), has not been developed during the twenty (20) year term of this Agreement, and (ii) OWNER, or the then owner(s) of legal title to the "Disconnection Premises", as the case may be, files a disconnection petition with respect to the "Disconnection Premises", VILLAGE agrees to adopt an ordinance disconnecting the "Disconnection Premises" from VILLAGE no sooner than thirty (30) nor later than ninety (90) days following the filing of such disconnection petition. Since the 2020 Annexation Agreement expired on October 23, 2020, this Agreement shall not be deemed or construed as an amendment to the 2020 Annexation Agreement or an extension of the term thereof beyond the twenty (20) year statutory limit, but shall constitute and be deemed a development agreement between and among the parties with respect to the terms and conditions of this Agreement that are applicable to the "2020 Annexed Premises".

12. MUTUAL ASSISTANCE:

The parties hereto agree to do all things necessary and appropriate to carry out the terms and conditions of this Agreement and to aid and assist each other in furthering the intent of the parties as reflected by the terms of this Agreement. Such actions to be taken by the parties shall include, without limitation, the holding of public hearings, enactment by VILLAGE of such resolutions and ordinances as are required herein, the grant of and assistance in the acquisition, including possible condemnation, of utility, roadway access and other rights of way, the execution of permits, applications and agreements and the taking of such other actions as may be necessary to enable the parties to comply with the terms and provisions of this Agreement and to provide for the development of the "Annexed Premises" and the construction of industrial buildings and other improvements thereon to proceed in accordance with the terms and provisions of this Agreement.

13. CONFLICT WITH ORDINANCES.

If any pertinent existing resolutions or ordinances, or interpretations thereof, of VILLAGE are inconsistent or in conflict with any provision hereof, then the provisions of this Agreement and the ordinances passed pursuant hereto shall constitute lawful and binding amendments to, and shall supersede the terms of, said inconsistent ordinances or resolutions, or interpretations thereof, as they may relate to the "Annexed Premises".

14. EFFECTIVE DATE:

The effective date of this Agreement shall refer to the date upon which this Agreement is executed by the last party to sign, as indicated by the date set forth opposite the signatures of the Duly Authorized Representatives of VILLAGE and OWNER, it being understood that OWNER shall execute this Agreement first, and thereafter the Duly Authorized Representatives of VILLAGE shall execute this Agreement after the requisite Public Hearings and the passage of an Ordinance by two-thirds of the Corporate Authorities of VILLAGE approving this Agreement and authorizing the execution hereof.

15. RUN WITH THE LAND.

This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of VILLAGE, GLCEDC and OWNER. This Agreement, when recorded, constitutes a covenant running with the land and is binding upon and inures to the benefit of the parties, all grantees, successors and assigns for the term of the Agreement. Nothing in this Agreement shall prevent the alienation, encumbrance or sale of the "Annexed Premises" or any portion of it, and the new owner or owners shall be both benefited and bound by the conditions and restrictions expressed in this Agreement unless so specifically stated to the contrary, and to such extent, the then owner shall be released from any further obligation under this Agreement with respect to the portions of the "Annexed Premises" so conveyed.

16. EXECUTION:

This Agreement entered into between the Village of Dwight pursuant to the authority of the corporate authorities of the Village of Dwight and signed by the Village President and attested by the Village Clerk pursuant to the power and authority given to said officials by Ordinance No. 1460 passed by at least two-thirds of the Corporate Authorities of the Village of Dwight, as provided by law, and approved by its President, and as approved by OWNER, all on the effective date of this Agreement, as above defined.

(Signature pages to follow)

VILLAGE OF DWIGHT

DATED: March 24, 2021

By: _____
Jared Anderson, Village President

ATTEST:

By: _____
Jill Haacke, Village Clerk

Dated: 3/24/21

(CORPORATE)
(SEAL)

STATE OF ILLINOIS)
) SS:
COUNTY OF LIVINGSTON)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify that Jared Anderson, personally known to me to be the duly elected President of the Village of Dwight, A Municipal Corporation, and Jill V. Haacke, personally known to me to be the duly elected Clerk of the Village of Dwight, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village President and Clerk, they signed and delivered this instrument in writing as President and Clerk of said Village and caused the corporate seal of said Village to be affixed thereto, pursuant to authority given by the Board of Trustees of the Village of Dwight, as their free and voluntary act, and as the free and voluntary act and deed of the Village of Dwight, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 24th day of April, 2021.

LESLIE R HOUCH
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 05, 2025

_____
Notary Public

OWNER:

McPart, L.L.C., an Illinois Limited Liability Company,

DATED: April 16, 2021

By: Richard Hatt
Name: McPart LLC
Its: Agent

STATE OF ILLINOIS)
) SS:
COUNTY OF Livingston)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify that Richard Hatt, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered this instrument as his free and voluntary act, and as the free and voluntary act of McPart, L.L.C., pursuant to the power and authority vested in him as the Agent thereof, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 16 day of April, 2021.

OFFICIAL SEAL
KRISTINA M WILES
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/27/23

Kristina M. Wiles
Notary Public

GLCEDC

Greater Livingston County Economic Development Council

By: _____

Name: Adam L Dantz

Its: CEO

DATED: April 16, 2021

STATE OF ILLINOIS)

) SS:

COUNTY OFLIVINGSTON)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify that Adam Dantz, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered this instrument as his free and voluntary act, and as the free and voluntary act of the Greater Livingston County Economic Development Council, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 16 day of April, 2021.

OFFICIAL SEAL
KRISTINA M WILES
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/27/23

Kristina M. Wiles
Notary Public

EXHIBIT A

The following Described property is hereby to be annexed to the Village of Dwight, Livingston and Grundy Counties:

TRACT 1 (2021 ANNEXED PARCEL) (P.I.N. 05-05-03-400-003)

PART OF THE NORTH HALF OF SECTION 3, TOWNSHIP 30 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ALL DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 3, THENCE SOUTH 0 DEGREES 22 MINUTES 47 SECONDS EAST 3150.57 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3 TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE FORMER NEW YORK CENTRAL RAILROAD, THENCE SOUTH 89 DEGREES 25 MINUTES 38 SECONDS WEST 4083.08 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID FORMER NEW YORK CENTRAL RAILROAD TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE FORMER CHICAGO & ALTON AND GULF MOBILE & OHIO RAILROAD, THENCE NORTH 44 DEGREES 37 MINUTES 32 SECONDS EAST 4471.55 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID FORMER CHICAGO & ALTON AND GULF MOBILE & OHIO RAILROAD TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, THENCE NORTH 89 DEGREES 15 MINUTES 44 SECONDS EAST 970.42 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3 TO THE POINT OF BEGINNING, ALL SITUATED IN LIVINGSTON COUNTY, ILLINOIS AND SUBJECT TO THE RIGHTS OF THE PUBLIC TO THAT PORTION BEING USED AS A PUBLIC HIGHWAY.

EXCEPT THE FOLLOWING DESCRIBED PARCEL;

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE EASTERLY ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER HAVING AN ILLINOIS COORDINATE SYSTEM EAST ZONE, NAD83 (2007) GRID BEARING OF NORTH 89 DEGREES 08 MINUTES 34 SECONDS EAST, A DISTANCE OF 1,025.12 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD (F.K.A. THE CHICAGO AND ALTON RAILROAD), SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 08 MINUTES 34 SECONDS EAST, 35.61 FEET ALONG SAID NORTH LINE TO A POINT ON A LINE 25.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID SOUTHEASTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD, THENCE SOUTH 43 DEGREES 32 MINUTES 49 SECONDS WEST, 737.94 FEET ALONG SAID PARALLEL LINE; THENCE SOUTH 46 DEGREES 27 MINUTES 11 SECONDS EAST 25.00 FEET TO A POINT ON A LINE 50.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID SOUTHEASTERLY RIGHT OF WAY LINE; THENCE SOUTH 43 DEGREES 32 MINUTES 49 SECONDS WEST, 1600.00 FEET ALONG SAID PARALLEL LINE; THENCE NORTH 46 DEGREES 27 MINUTES 11 SECONDS WEST, 15.00 FEET TO A POINT ON A LINE 35.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID SOUTHEASTERLY RIGHT OF WAY LINE; THENCE SOUTH 43 DEGREES 32 MINUTES 49 SECONDS WEST, 2106.81 FEET ALONG SAID PARALLEL LINE TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE NORFOLK SOUTHERN RAILROAD (F.K.A THE NEW YORK CENTRAL RAILROAD); THENCE SOUTH 89 DEGREES 20 MINUTES 36 SECONDS WEST 49.67 FEET ALONG SAID NORTH RIGHT OF WAY LINE TO A POINT ON SAID SOUTHEASTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE NORTH 43 DEGREES 32 MINUTES 49 SECONDS EAST, 4473.94 FEET (4471.55 FEET RECORD) ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

ALL CONTAINING A NET AREA OF 177.04 ACRES, MORE OR LESS

TRACT 2 (2021 ANNEXED PARCEL) (P.I.N. 05-05-03-400-011)

PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 30 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ALL DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3, THENCE NORTH 0 DEGREES 22 MINUTES 47 SECONDS WEST 60.00 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3 TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SBI ROUTE 17 AND THE TRUE POINT OF BEGINNING, THENCE SOUTH 89 DEGREES 46 MINUTES 50 SECONDS WEST 1743.15 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SBI ROUTE 17 TO A POINT, THENCE NORTH 0 DEGREES 23 MINUTES 13 SECONDS WEST 1036.03 FEET TO A POINT, THENCE NORTH 86 DEGREES 52 MINUTES 58 SECONDS EAST 193.12 FEET TO A POINT, THENCE NORTH 0 DEGREES 29 MINUTES 17 SECONDS WEST 1484.51 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE FORMER NEW YORK CENTRAL RAILROAD, THENCE NORTH 89 DEGREES 25 MINUTES 38 SECONDS EAST 1558.18 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID FORMER NEW YORK CENTRAL RAILROAD TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, THENCE SOUTH 0 DEGREES 22 MINUTES 47 SECONDS EAST 2539.87 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3 TO THE POINT OF BEGINNING, EXCEPTING THE SOUTH 300 FEET THEREOF, CONTAINING 82.88 ACRES, MORE OR LESS, ALL SITUATED IN LIVINGSTON COUNTY, ILLINOIS.

TRACT 3 (2021 ANNEXED PARCEL) (P.I.N. 05-05-03-400-011)

PART OF THE SOUTH HALF OF SECTION 3, TOWNSHIP 30 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ALL DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 3, THENCE NORTH 89 DEGREES 46 MINUTES 47 SECONDS EAST 2143.5 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 TO A POINT, THENCE NORTH 60.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SBI ROUTE 17 AND IN THE CENTERLINE OF A DRAINAGE DITCH AND THE TRUE POINT OF BEGINNING, THENCE NORTH 0 DEGREES 31 MINUTES 21 SECONDS EAST 116.01 FEET ALONG THE CENTERLINE OF SAID DRAINAGE DITCH TO A POINT IN SAID CENTERLINE, THENCE NORTH 0 DEGREES 31 MINUTES 21 SECONDS EAST 452.10 FEET ALONG THE CENTERLINE OF SAID DRAINAGE DITCH TO A POINT IN SAID CENTERLINE, THENCE NORTH 0 DEGREES 30 MINUTES 46 SECONDS WEST 1806.41 FEET ALONG THE CENTERLINE OF SAID DRAINAGE DITCH TO A POINT IN SAID CENTERLINE, THENCE NORTH 0 DEGREES 58 MINUTES 25 SECONDS WEST 26.13 FEET ALONG THE CENTERLINE OF SAID DRAINAGE DITCH TO A POINT IN SAID CENTERLINE AND TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF THE FORMER NEW YORK CENTRAL RAILROAD, THENCE NORTH 89 DEGREES 25 MINUTES 38 SECONDS EAST 1586.64 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF SAID RAILROAD TO A POINT, THENCE SOUTH 0 DEGREES 29 MINUTES 17 SECONDS EAST 1484.51 FEET TO A POINT, THENCE SOUTH 86 DEGREES 52 MINUTES 58 SECONDS WEST 193.12 FEET TO A POINT, THENCE SOUTH 0 DEGREES 23 MINUTES 13 SECONDS EAST 1036.03 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID SBI ROUTE 17, THENCE SOUTH 89 DEGREES 46 MINUTES 50 SECONDS WEST 901.04 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID SBI ROUTE 17 TO A POINT, THENCE SOUTH 89 DEGREES 46 MINUTES 47 SECONDS WEST 500.37 FEET ALONG SAID NORTH RIGHT-OF-WAY OF SBI ROUTE 17 TO THE POINT OF BEGINNING, EXCEPTING THE SOUTH 300 FEET THEREOF, CONTAINING 77.75 ACRES; MORE OR LESS, ALL SITUATED IN LIVINGSTON COUNTY, ILLINOIS.

TRACT 1 (2000 ANNEXED PARCEL) (PIN 05-05-03-400-010)

THE SOUTH 300 FEET OF THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT:

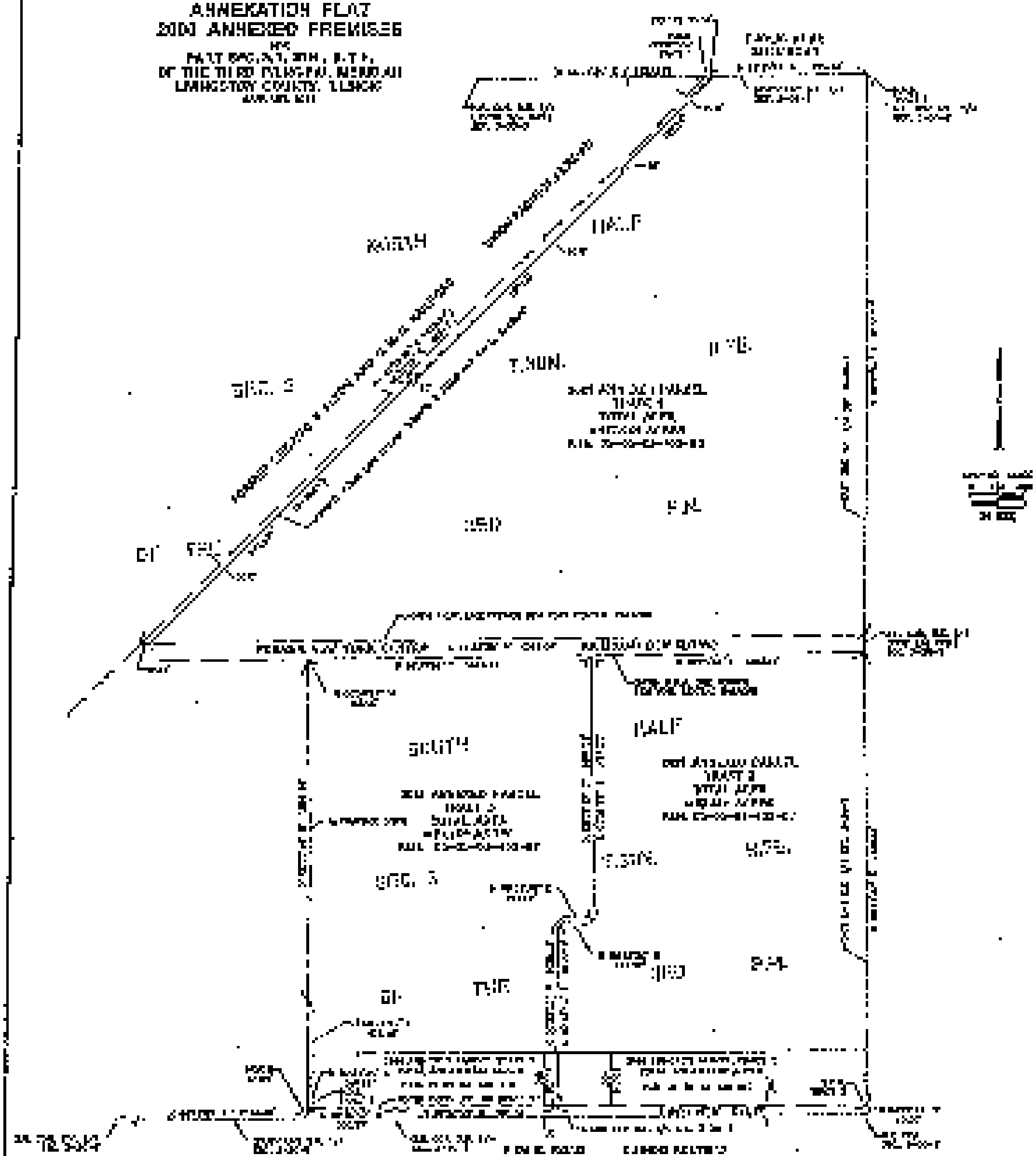
PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 30 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ALL DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3, THENCE NORTH 0 DEGREES 22 MINUTES 47 SECONDS WEST 60.00 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3 TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SBI ROUTE 17 AND THE TRUE POINT OF BEGINNING, THENCE SOUTH 89 DEGREES 46 MINUTES 50 SECONDS WEST 1745.15 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SBI ROUTE 17 TO A POINT, THENCE NORTH 0 DEGREES 28 MINUTES 13 SECONDS WEST 1036.08 FEET TO A POINT, THENCE NORTH 86 DEGREES 52 MINUTES 58 SECONDS EAST 193.12 FEET TO A POINT, THENCE NORTH 0 DEGREES 29 MINUTES 17 SECONDS WEST 1484.51 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE FORMER NEW YORK CENTRAL RAILROAD, THENCE NORTH 89 DEGREES 25 MINUTES 38 SECONDS EAST 2553.28 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID FORMER NEW YORK CENTRAL RAILROAD TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, THENCE SOUTH 0 DEGREES 22 MINUTES 47 SECONDS EAST 2539.87 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3 TO THE POINT OF BEGINNING, CONTAINING A NET AREA OF 12.0 ACRES, MORE OR LESS, ALL SITUATED IN LIVINGSTON COUNTY, ILLINOIS.

TRACT 2 (2000 ANNEXED PARCEL) (PIN 05-05-03-400-010)

THE SOUTH 300 FEET OF THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT:

PART OF THE SOUTH HALF OF SECTION 3, TOWNSHIP 30 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ALL DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 3, THENCE NORTH 89 DEGREES 46 MINUTES 47 SECONDS EAST 2143.51 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 TO A POINT, THENCE NORTH 60.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SBI ROUTE 17 AND IN THE CENTERLINE OF A DRAINAGE DITCH AND THE TRUE POINT OF BEGINNING, THENCE NORTH 0 DEGREES 31 MINUTES 21 SECONDS EAST 145.91 FEET ALONG THE CENTERLINE OF SAID DRAINAGE DITCH TO A POINT IN SAID CENTERLINE, THENCE NORTH 0 DEGREES 31 MINUTES 21 SECONDS EAST 451.10 FEET ALONG THE CENTERLINE OF SAID DRAINAGE DITCH TO A POINT IN SAID CENTERLINE, THENCE NORTH 0 DEGREES 30 MINUTES 46 SECONDS WEST 1806.41 FEET ALONG THE CENTERLINE OF SAID DRAINAGE DITCH TO A POINT IN SAID CENTERLINE, THENCE NORTH 0 DEGREES 58 MINUTES 25 SECONDS WEST 25.33 FEET ALONG THE CENTERLINE OF SAID DRAINAGE DITCH TO A POINT IN SAID CENTERLINE AND TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF THE FORMER NEW YORK CENTRAL RAILROAD, THENCE NORTH 89 DEGREES 25 MINUTES 38 SECONDS EAST 1586.01 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF SAID RAILROAD TO A POINT, THENCE SOUTH 0 DEGREES 29 MINUTES 17 SECONDS EAST 1484.51 FEET TO A POINT, THENCE SOUTH 86 DEGREES 52 MINUTES 58 SECONDS WEST 193.12 FEET TO A POINT, THENCE SOUTH 0 DEGREES 28 MINUTES 13 SECONDS EAST 1036.08 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID SBI ROUTE 17, THENCE SOUTH 89 DEGREES 46 MINUTES 50 SECONDS WEST 901.04 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID SBI ROUTE 17 TO A POINT, THENCE SOUTH 89 DEGREES 46 MINUTES 47 SECONDS WEST 500.37 FEET ALONG SAID NORTH RIGHT-OF-WAY OF SBI ROUTE 17 TO THE POINT OF BEGINNING, CONTAINING A NET AREA OF 9.03 ACRES, MORE OR LESS, ALL SITUATED IN LIVINGSTON COUNTY, ILLINOIS.

ANNEXATION PLAT
2000 ANNEXED PREMISES



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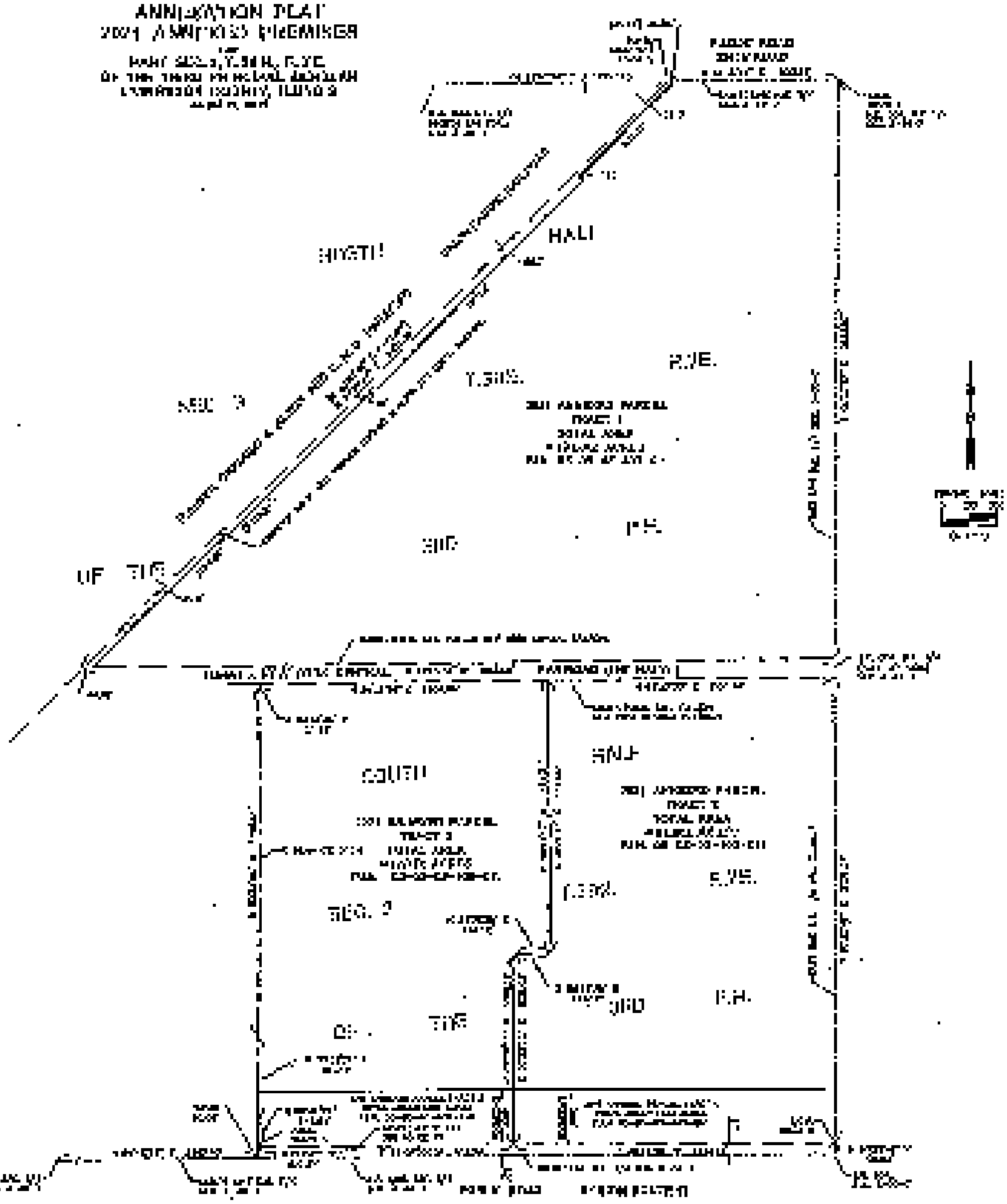
LEGEND

PLAT
OF
SURVEY

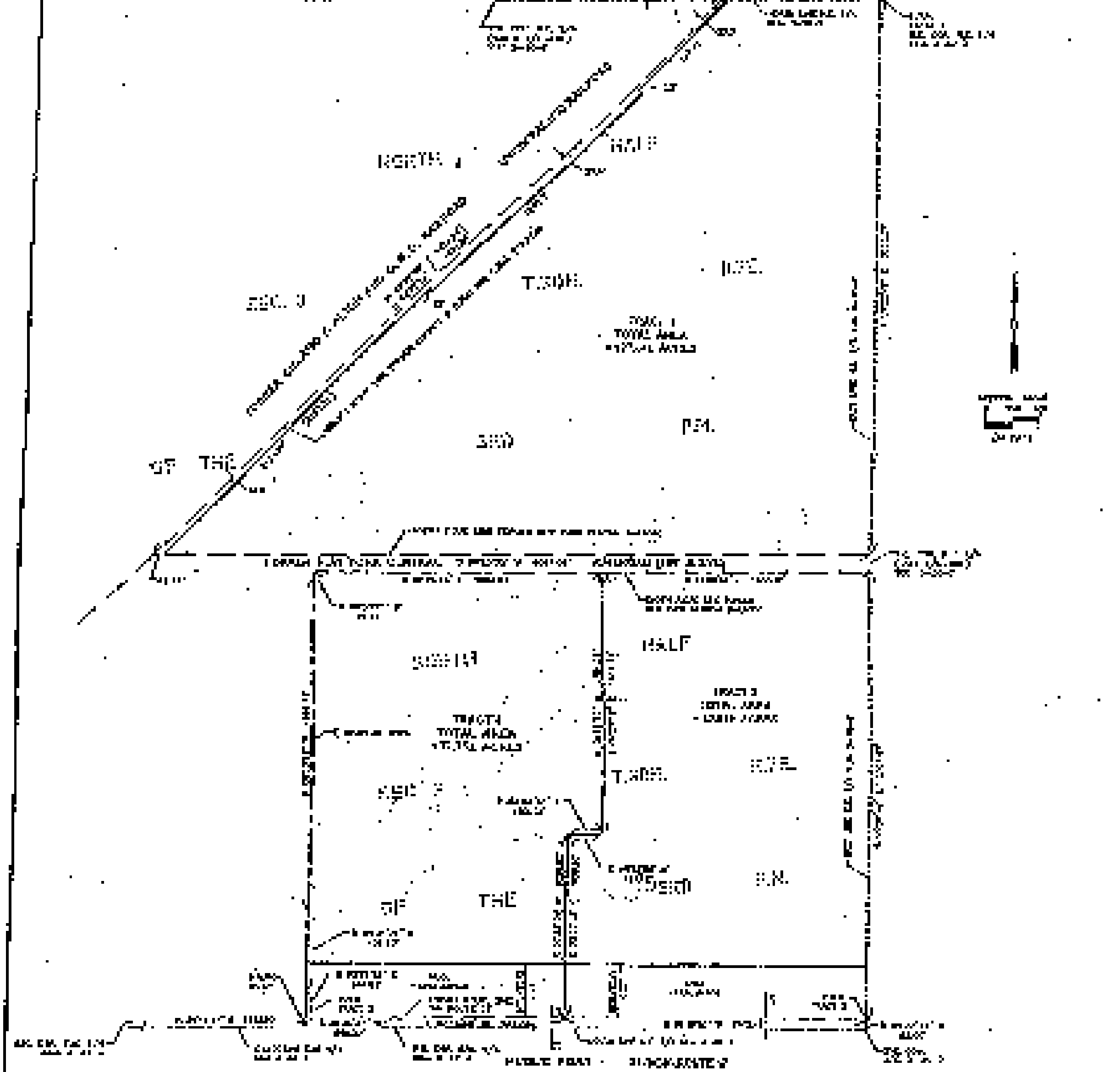
ANNEXATION PLAT

2021 ANNEXED PREMISES



PLAT OF SURVEY

ANNEXATION PLAT



PLAT OF SURVEY

VILLAGE OF DWIGHT
CERTIFICATION

STATE OF ILLINOIS)
)
COUNTY OF GRUNDY & LIVINGSTON)

I, Jill Haacke, do hereby certify that I am the duly appointed, qualified and acting Clerk of the Village of Dwight. I Jill Haacke, do hereby certify that the attached is a true and correct copy of Ordinance No. 1460 duly passed by the Corporate Authorities of said village on the 22nd day of March, 2021, the original of this Ordinance No. 1460 is now on file in my office and is in full force and effect. I do further certify that I am the legal custodian of all papers, contracts, documents, and records of said Village.

Witness my hand and official seal of said Village the 24 day of March 2021.

Village Clerk

Jill Haacke

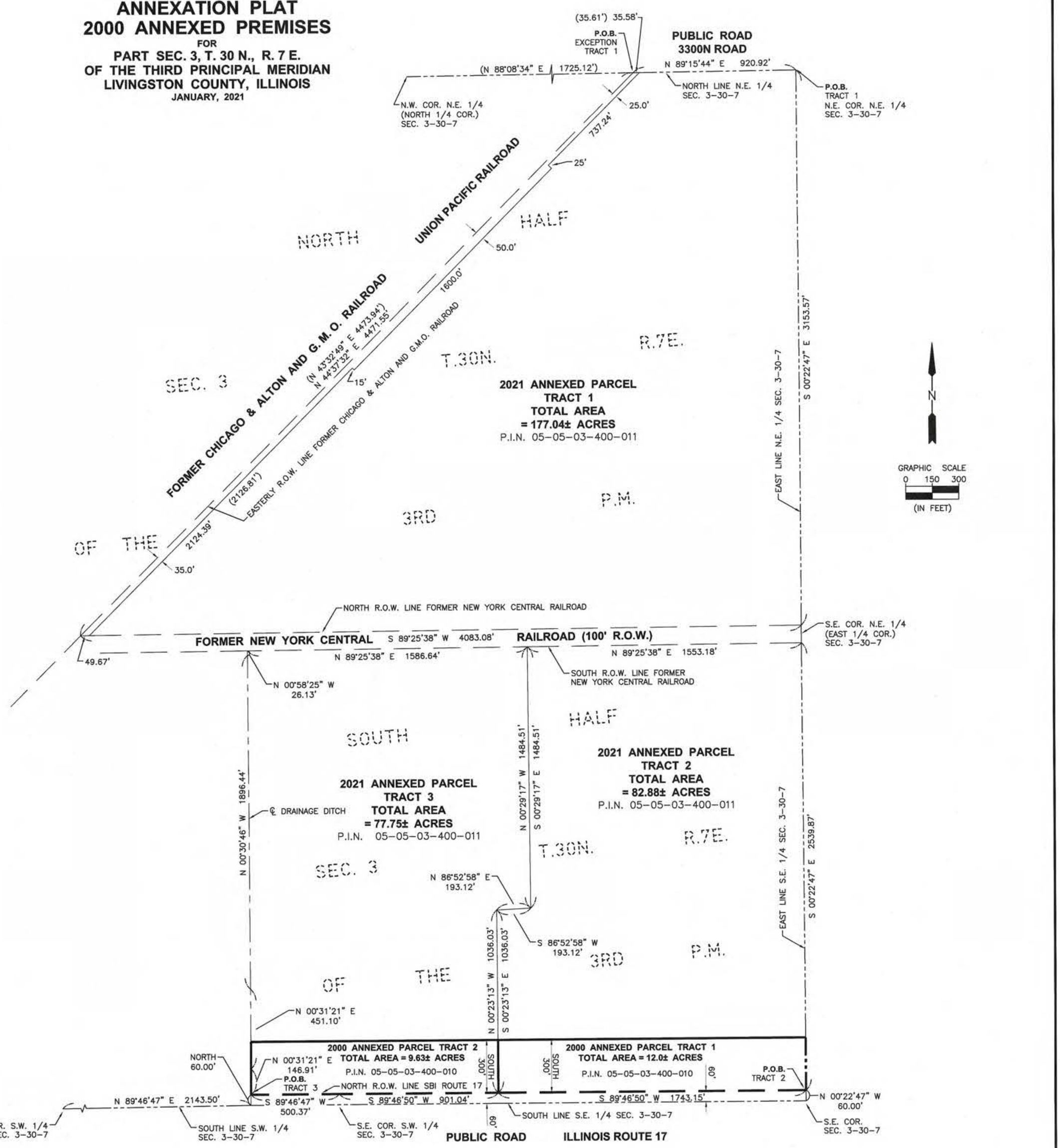
Jill Haacke, Village Clerk

Drawing Name: R:\USERS\8\M8860-00-Greater Livingston-Annexation-Dwight\CAD\M8860GLC-2.dwg Last Modified: Wednesday, January 20, 2021 1:09:50 PM Plotted On: Wednesday, January 20, 2021 2:48:38 PM by Mike Soenksen

ANNEXATION PLAT
2000 ANNEXED PREMISES

FOR

PART SEC. 3, T. 30 N., R. 7 E.
OF THE THIRD PRINCIPAL MERIDIAN
LIVINGSTON COUNTY, ILLINOIS
JANUARY, 2021



TRACT 1 (2000 ANNEXED PARCEL) (PIN 05-05-03-400-010)

THE SOUTH 300 FEET OF THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT:
PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 30 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ALL DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3, THENCE NORTH 0 DEGREES 22 MINUTES 47 SECONDS WEST 60.00 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3 TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SBI ROUTE 17 AND THE TRUE POINT OF BEGINNING, THENCE SOUTH 89 DEGREES 46 MINUTES 50 SECONDS WEST 1743.15 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SBI ROUTE 17 TO A POINT, THENCE NORTH 0 DEGREES 23 MINUTES 13 SECONDS WEST 1036.03 FEET TO A POINT, THENCE NORTH 86 DEGREES 52 MINUTES 58 SECONDS EAST 193.12 FEET TO A POINT, THENCE NORTH 0 DEGREES 29 MINUTES 17 SECONDS WEST 1484.51 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE FORMER NEW YORK CENTRAL RAILROAD, THENCE NORTH 89 DEGREES 25 MINUTES 38 SECONDS EAST 1553.18 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID FORMER NEW YORK CENTRAL RAILROAD TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, THENCE SOUTH 0 DEGREES 22 MINUTES 47 SECONDS EAST 2539.87 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3 TO THE POINT OF BEGINNING, CONTAINING A NET AREA OF 12.0 ACRES, MORE OR LESS, ALL SITUATED IN LIVINGSTON COUNTY, ILLINOIS.

TRACT 2 (2000 ANNEXED PARCEL) (PIN 05-05-03-400-010)

THE SOUTH 300 FEET OF THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT:
PART OF THE SOUTH HALF OF SECTION 3, TOWNSHIP 30 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ALL DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 3, THENCE NORTH 89 DEGREES 46 MINUTES 47 SECONDS EAST 2143.5 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 TO A POINT, THENCE NORTH 60.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SBI ROUTE 17 AND IN THE CENTERLINE OF A DRAINAGE DITCH AND THE TRUE POINT OF BEGINNING, THENCE NORTH 0 DEGREES 31 MINUTES 21 SECONDS EAST 146.91 FEET ALONG THE CENTERLINE OF SAID DRAINAGE DITCH TO A POINT IN SAID CENTERLINE, THENCE NORTH 0 DEGREES 31 MINUTES 21 SECONDS EAST 451.10 FEET ALONG THE CENTERLINE OF SAID DRAINAGE DITCH TO A POINT IN SAID CENTERLINE, THENCE NORTH 0 DEGREES 30 MINUTES 46 SECONDS WEST 1896.44 FEET ALONG THE CENTERLINE OF SAID DRAINAGE DITCH TO A POINT IN SAID CENTERLINE, THENCE NORTH 0 DEGREES 58 MINUTES 25 SECONDS WEST 26.13 FEET ALONG THE CENTERLINE OF SAID DRAINAGE DITCH TO A POINT IN SAID CENTERLINE AND TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF THE FORMER NEW YORK CENTRAL RAILROAD, THENCE NORTH 89 DEGREES 25 MINUTES 38 SECONDS EAST 1586.64 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF SAID RAILROAD TO A POINT, THENCE SOUTH 0 DEGREES 29 MINUTES 17 SECONDS EAST 1484.51 FEET TO A POINT, THENCE SOUTH 86 DEGREES 52 MINUTES 58 SECONDS WEST 193.12 FEET TO A POINT, THENCE SOUTH 0 DEGREES 23 MINUTES 13 SECONDS EAST 1036.03 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID SBI ROUTE 17, THENCE SOUTH 89 DEGREES 46 MINUTES 50 SECONDS WEST 901.04 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID SBI ROUTE 17 TO A POINT, THENCE SOUTH 89 DEGREES 46 MINUTES 47 SECONDS WEST 500.37 FEET ALONG SAID NORTH RIGHT-OF-WAY OF SBI ROUTE 17 TO THE POINT OF BEGINNING, CONTAINING A NET AREA OF 9.63 ACRES, MORE OR LESS, ALL SITUATED IN LIVINGSTON COUNTY, ILLINOIS.

LEGEND

- BOUNDARY OF SURVEY
- U.S. GOVERNMENT SUBDIVISION LINE
- LOT LINE
- RIGHT OF WAY LINE
- CENTERLINE DRAINAGE DITCH

SURVEYOR'S CERTIFICATE

We, Chamlin & Associates, Inc., do hereby certify that the within plat is a true and correct representation of a Annexation Plat made under our direction.

Dated this 20th day of January, A.D., 2021.

Michael W. Soenksen
Professional Land Surveyor
No. 035-003209

MICHAEL W. SOENKSEN
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
035-003209
OTTAWA, ILLINOIS

expires 11-30-2022
mikes@chamlin.com
PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-001717

PREPARED FOR: GREATER LIVINGSTON COUNTY ECONOMIC DEVELOPMENT COUNCIL
CHAMLIN & ASSOCIATES 218 W. LAFAYETTE ST. OTTAWA, ILLINOIS 61350 815-434-7225

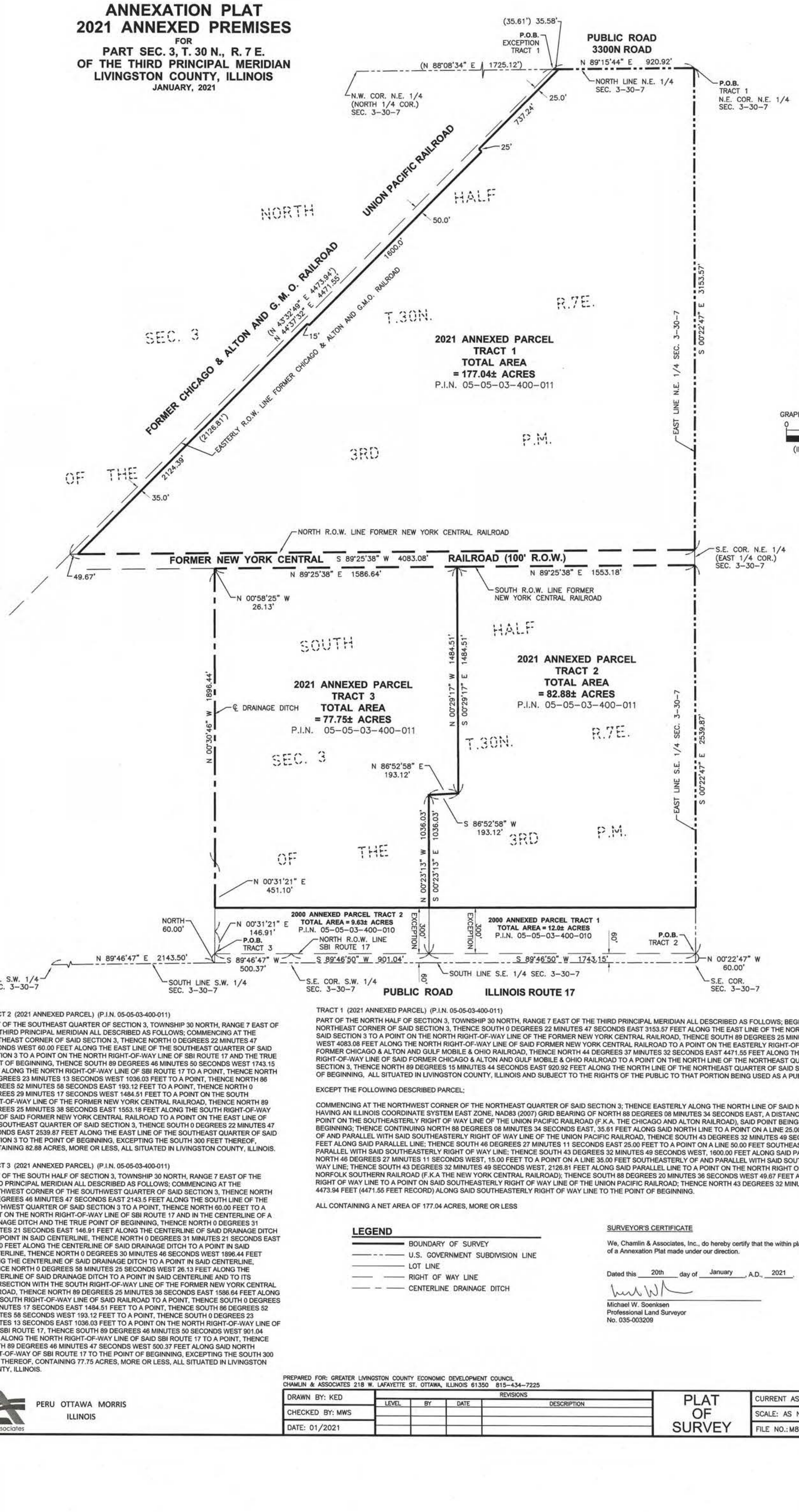
Chamlin & Associates
PERU OTTAWA MORRIS
ILLINOIS

DRAWN BY: KED	REVISIONS				PLAT OF SURVEY
CHECKED BY: MWS	LEVEL	BY	DATE	DESCRIPTION	
DATE: 01/2021					

CURRENT AS OF: 01/20/2021	
SCALE: AS NOTED	SHEET 1
FILE NO.: M8860.00Y-	OF 1

Drawing Name: R:\USERS\8\M8860-00-Greater Livingston-Annexation-Dwight\CAD\M8860GLC-1.dwg Last Modified: Wednesday, January 20, 2021 1:11:26 PM Plotted On: Wednesday, January 20, 2021 2:49:00 PM by Mike Soenksen

ANNEXATION PLAT
2021 ANNEXED PREMISES
FOR
PART SEC. 3, T. 30 N., R. 7 E.
OF THE THIRD PRINCIPAL MERIDIAN
LIVINGSTON COUNTY, ILLINOIS
JANUARY, 2021



TRACT 2 (2021 ANNEXED PARCEL) (P.I.N. 05-05-03-400-011)

PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 30 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ALL DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3, THENCE NORTH 0 DEGREES 22 MINUTES 47 SECONDS WEST 60.00 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3 TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SBI ROUTE 17 AND THE TRUE POINT OF BEGINNING, THENCE SOUTH 89 DEGREES 46 MINUTES 50 SECONDS WEST 1743.15 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SBI ROUTE 17 TO A POINT, THENCE NORTH 0 DEGREES 23 MINUTES 13 SECONDS WEST 1036.03 FEET TO A POINT, THENCE NORTH 86 DEGREES 52 MINUTES 58 SECONDS EAST 193.12 FEET TO A POINT, THENCE NORTH 0 DEGREES 29 MINUTES 17 SECONDS WEST 1484.51 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE FORMER NEW YORK CENTRAL RAILROAD, THENCE NORTH 89 DEGREES 25 MINUTES 38 SECONDS EAST 1553.18 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID FORMER NEW YORK CENTRAL RAILROAD TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, THENCE SOUTH 0 DEGREES 22 MINUTES 47 SECONDS EAST 2539.87 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3 TO THE POINT OF BEGINNING, EXCEPTING THE SOUTH 300 FEET THEREOF, CONTAINING 82.88 ACRES, MORE OR LESS, ALL SITUATED IN LIVINGSTON COUNTY, ILLINOIS.

TRACT 3 (2021 ANNEXED PARCEL) (P.I.N. 05-05-03-400-011)

PART OF THE SOUTH HALF OF SECTION 3, TOWNSHIP 30 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ALL DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 3, THENCE NORTH 89 DEGREES 46 MINUTES 47 SECONDS EAST 2143.5 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 TO A POINT, THENCE NORTH 60.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SBI ROUTE 17 AND IN THE CENTERLINE OF A DRAINAGE DITCH AND THE TRUE POINT OF BEGINNING, THENCE NORTH 0 DEGREES 31 MINUTES 21 SECONDS EAST 146.91 FEET ALONG THE CENTERLINE OF SAID DRAINAGE DITCH TO A POINT IN SAID CENTERLINE, THENCE NORTH 0 DEGREES 31 MINUTES 21 SECONDS EAST 451.10 FEET ALONG THE CENTERLINE OF SAID DRAINAGE DITCH TO A POINT IN SAID CENTERLINE, THENCE NORTH 0 DEGREES 30 MINUTES 46 SECONDS WEST 1896.44 FEET ALONG THE CENTERLINE OF SAID DRAINAGE DITCH TO A POINT IN SAID CENTERLINE, THENCE NORTH 0 DEGREES 58 MINUTES 25 SECONDS WEST 26.13 FEET ALONG THE CENTERLINE OF SAID DRAINAGE DITCH TO A POINT IN SAID CENTERLINE AND TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF THE FORMER NEW YORK CENTRAL RAILROAD, THENCE NORTH 89 DEGREES 25 MINUTES 38 SECONDS EAST 1586.64 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF SAID RAILROAD TO A POINT, THENCE SOUTH 0 DEGREES 29 MINUTES 17 SECONDS EAST 1484.51 FEET TO A POINT, THENCE SOUTH 86 DEGREES 52 MINUTES 58 SECONDS WEST 193.12 FEET TO A POINT, THENCE SOUTH 0 DEGREES 23 MINUTES 13 SECONDS EAST 1036.03 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID SBI ROUTE 17, THENCE SOUTH 89 DEGREES 46 MINUTES 50 SECONDS WEST 901.04 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID SBI ROUTE 17 TO A POINT, THENCE SOUTH 89 DEGREES 46 MINUTES 47 SECONDS WEST 500.37 FEET ALONG SAID NORTH RIGHT-OF-WAY OF SBI ROUTE 17 TO THE POINT OF BEGINNING, EXCEPTING THE SOUTH 300 FEET THEREOF, CONTAINING 77.75 ACRES, MORE OR LESS, ALL SITUATED IN LIVINGSTON COUNTY, ILLINOIS.

TRACT 1 (2021 ANNEXED PARCEL) (P.I.N. 05-05-03-400-011)

PART OF THE NORTH HALF OF SECTION 3, TOWNSHIP 30 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ALL DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 3, THENCE SOUTH 0 DEGREES 22 MINUTES 47 SECONDS EAST 3153.57 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3 TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE FORMER NEW YORK CENTRAL RAILROAD, THENCE SOUTH 89 DEGREES 25 MINUTES 38 SECONDS WEST 4083.08 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID FORMER NEW YORK CENTRAL RAILROAD TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE FORMER CHICAGO & ALTON AND GULF MOBILE & OHIO RAILROAD, THENCE NORTH 44 DEGREES 37 MINUTES 32 SECONDS EAST 4471.55 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID FORMER CHICAGO & ALTON AND GULF MOBILE & OHIO RAILROAD TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, THENCE NORTH 89 DEGREES 15 MINUTES 44 SECONDS EAST 920.92 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3 TO THE POINT OF BEGINNING, ALL SITUATED IN LIVINGSTON COUNTY, ILLINOIS AND SUBJECT TO THE RIGHTS OF THE PUBLIC TO THAT PORTION BEING USED AS A PUBLIC HIGHWAY.

EXCEPT THE FOLLOWING DESCRIBED PARCEL;

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE EASTERLY ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER HAVING AN ILLINOIS COORDINATE SYSTEM EAST ZONE, NAD83 (2007) GRID BEARING OF NORTH 88 DEGREES 08 MINUTES 34 SECONDS EAST, A DISTANCE OF 1725.12 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD (F.K.A. THE CHICAGO AND ALTON RAILROAD), SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 08 MINUTES 34 SECONDS EAST, 35.61 FEET ALONG SAID NORTH LINE TO A POINT ON A LINE 25.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID SOUTHEASTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD, THENCE SOUTH 43 DEGREES 32 MINUTES 49 SECONDS WEST, 737.24 FEET ALONG SAID PARALLEL LINE; THENCE SOUTH 46 DEGREES 27 MINUTES 11 SECONDS EAST 25.00 FEET TO A POINT ON A LINE 50.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID SOUTHEASTERLY RIGHT OF WAY LINE; THENCE SOUTH 43 DEGREES 32 MINUTES 49 SECONDS WEST, 1600.00 FEET ALONG SAID PARALLEL LINE; THENCE NORTH 46 DEGREES 27 MINUTES 11 SECONDS WEST, 15.00 FEET TO A POINT ON A LINE 35.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID SOUTHEASTERLY RIGHT OF WAY LINE; THENCE SOUTH 43 DEGREES 32 MINUTES 49 SECONDS WEST, 2126.81 FEET ALONG SAID PARALLEL LINE TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE NORFOLK SOUTHERN RAILROAD (F.K.A THE NEW YORK CENTRAL RAILROAD); THENCE SOUTH 88 DEGREES 20 MINUTES 36 SECONDS WEST 49.67 FEET ALONG SAID NORTH RIGHT OF WAY LINE TO A POINT ON SAID SOUTHEASTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE NORTH 43 DEGREES 32 MINUTES 49 SECONDS EAST, 4473.94 FEET (4471.55 FEET RECORD) ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

ALL CONTAINING A NET AREA OF 177.04 ACRES, MORE OR LESS

LEGEND

- BOUNDARY OF SURVEY
- U.S. GOVERNMENT SUBDIVISION LINE
- LOT LINE
- RIGHT OF WAY LINE
- CENTERLINE DRAINAGE DITCH

SURVEYOR'S CERTIFICATE

We, Chamlin & Associates, Inc., do hereby certify that the within plat is a true and correct representation of a Annexation Plat made under our direction.

Dated this 20th day of January, A.D., 2021.

Michael W. Soenksen
Professional Land Surveyor
No. 035-003209

MICHAEL W. SOENKSEN — PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS 035-003209 — OTTAWA, ILLINOIS

expires 11-30-2022
mikes@chamlin.com

PROFESSIONAL DESIGN FIRM LICENSE NO. 184-001717

PREPARED FOR: GREATER LIVINGSTON COUNTY ECONOMIC DEVELOPMENT COUNCIL
CHAMLIN & ASSOCIATES 218 W. LAFAYETTE ST. OTTAWA, ILLINOIS 61350 815-434-7225

Chamlin & Associates
PERU OTTAWA MORRIS ILLINOIS

DRAWN BY: KED	REVISIONS				PLAT OF SURVEY
CHECKED BY: MWS	LEVEL	BY	DATE	DESCRIPTION	CURRENT AS OF: 01/20/2021
DATE: 01/2021					SCALE: AS NOTED — SHEET 1
					FILE NO.: M8860.00Y- — OF 1

TECHNICAL MEMORANDUM

DATE: September 11, 2024
TO: Village of Dwight
FROM: Baxter and Woodman, Inc.
SUBJECT: Water Resource Study

Executive Summary

The Village of Dwight, IL (Village) evaluated potential water sources to accommodate a new industrial sight at the Norfolk Southern and Union Pacific Railroad spur located at the Village of Dwight, IL. This site offers both railroad service and high voltage power to potential industrial customers in near proximity to the Chicago metro area.

Baxter and Woodman, Inc. evaluated the current system capacity of the Village water treatment plant (WTP) and associated wells. Regional aquifer geology and surface water sources were also evaluated as part of this study.

Presently, the Village could offer industrial users approximately 1 MGD of treated water with the potential to bring another 0.9 MGD of readily available, untreated water sources on-line for this development.

The Village of Dwight should further evaluate the potential of a new deep well source into the Galesville aquifer system.

Current Water Supply

The Village of Dwight falls into the Middle Illinois Water Supply Planning Region in central Illinois, comprising seven counties: LaSalle, Livingston, Marshall, Peoria, Putnam, Stark, and Woodford. There are substantial productive sand and gravel aquifers in the region. There are also surface water resources in this region including the Illinois and Vermillion rivers.

The Village currently operates a groundwater treatment facility utilizing two Tonka Dualator packaged filtration systems. Filter 1 was placed in service in 1990, filter 2 was placed in service in 1998. The two Dualator treatment units have rated capacities of: 0.86 MGD (#1) and 1.3 MGD (#2). These packaged treatment systems combine aeration with detention and filtration to remove iron and manganese. Co-precipitation and removal of arsenic will be possible once the planned Sodium Permanganate feed upgrades for the plant are completed.

The system draws groundwater from three primary (3) wells #7, #8 and #9; each with a well pump rated at 0.86 MGD. However the well pumps have no VFD's are operationally limited to 0.75 MGD each. In 2023, the Village supplied approximately 134 M gallons (0.40 MGD) of water to the system meeting current demand. The current status of these wells is noted below:

- Well #7 is sunk to 147 feet. It produced 57,759,000 gallons of water in 2023 and is the primary source of water for the village. This well typically has approximately 0.57 mg/l of Iron, 0.077 mg/l of Manganese and 17 ug/l of Arsenic. Well #7 has recently seen a reduction in flow, possibly due to a failing well screen.
- Well #8 is sunk to 155 feet. It produced 23,311,000 gallons of water in 2023. This well typically has approximately 1.72 mg/l of Iron, 0.066 mg/l of Manganese and 42 ug/l of Arsenic. Use of well #8 was discontinued on September 9, 2023 and this well is currently only used for emergencies due to high As levels. Dwight has applied for an IEPA construction permit for the addition of a Sodium Permanganate feed system to remove high Manganese and Arsenic with co-precipitation.
- Well #9 is sunk to 142 feet. It produced 52,441,000 gallons of water in 2023. This well typically has approximately 2.51 mg/l of Iron, 0.343 mg/l of Manganese and 7 ug/l of Arsenic. Use of well #9 is now limited due to high levels of Manganese. Again, Dwight is currently waiting for a construction permit for the addition of Sodium Permanganate for Manganese removal.
- Well #101 is a reserve well sunk to approximately 140 feet. This well has an estimated sustainable capacity of at least 0.42 MGD. Anecdotally, flow testing this well apparently drew down the aquifer, affecting neighboring wells. This well is located in the same shallow (St. Peter) aquifer as the other Village wells and subject to drawdown. Easements for a 10" water line connecting this well to the Village distribution system are in place and the estimated cost to construct this line is approximately $1.6M. The current well pump was installed in 2012 and the well is currently flushed and tested as mandated. A permanent power supply and telemetry system would need to be installed if this well is to be used. The Village currently maintains this well as an emergency/contingency water supply source.
- The 'prison well' is an abandoned two (2) well system, both are deep wells approximately 900 feet. These wells together can produce approximately 0.60 MGD however, the water quality for these wells is poor. There is no water raw main connecting these wells to the Village system. Given the lack of conveyance infrastructure, low yield and poor water quality the use of these wells is unviable.

Available Water Supply

Water Source	Capacity (MGD)	Capacity Post-Construction (MGD)	Notes
Well # 7	0.20	0.86	Primary Water Source
Well # 8	0.10	0.86	High As Levels
Well # 9	0.14	0.86	High As and Mn
Well # 101	Not Connected	0.42	Pump Test Capacity
Wastewater Effluent	Not Developed	0.50	Not Developed
Total	0.44	3.5	Post NaMnO4 Feed*

* Current plant modifications to feed Sodium Permanganate waiting construction permit. Modifications will eliminate As and Mn water quality concerns with Wells #8 and #9.
** Presently all wells cannot be pumped at full rated capacity due to Dualator packaged WTP size/capacity limitations (2.16 MGD total) and pump operating limitations (no VFD's).

Accounting for existing Village demand with sufficient reserve, approximately 2.5 MGD of current water resources should be dedicated to Village demands. Given this, the Village could offer a sustainable delivery capacity of treated potable water of approximately **1 MGD**. However, this available reserve capacity is contingent upon completion of the current construction modifications installing the Sodium Permanganate feed system for Arsenic and Manganese treatment. This 1 MGD available excess capacity would be reduced if the Village of Dwight experienced very significant growth in residential or commercial water use in the near future.

An additional estimated capacity **0.9 MGD** of currently undeveloped/treated water could be achieved by adding well #101 combined with wastewater treatment plant effluent to the overall system capacity. In both instances, infrastructure would need to be put in place to both treat the water source and convey (pipe) it to the end user. Treatment of well #101 water likely requires simple chemical feed and media filtration. Treatment of the WWTP effluent will depend on the water quality specifications of the end user. Most likely, a tertiary filtration system and additional disinfection would be required to deliver wastewater treatment effluent to an industrial user. In both instances, it would be most cost effective for the Village offer these supplemental water sources to the end user contingent upon the receiving industry bearing the cost of conveying the water and treating it at the customer's site.

In summary, the Village has a total available excess water capacity of approximately **1.9 MGD.** Again, the overall system capacity is currently limited by the existing water plant capacity, not necessarily well capacity. Post plant modifications, the Village could safely offer industrial customers; approximately **1 MGD** of treated water capacity. Connection of the Village water supply to any industrial user also requires infrastructure necessary to connect

the site to the system. It is likely that additional storage would be necessary near the industrial site for peak demand periods.

Given the current limited source water capacity available to the Village, the possibility of finding and developing additional raw water sources was investigated. Both local groundwater and surface water sources were investigated and described below. In the interest of being comprehensive, all possible regional groundwater resources were investigated.

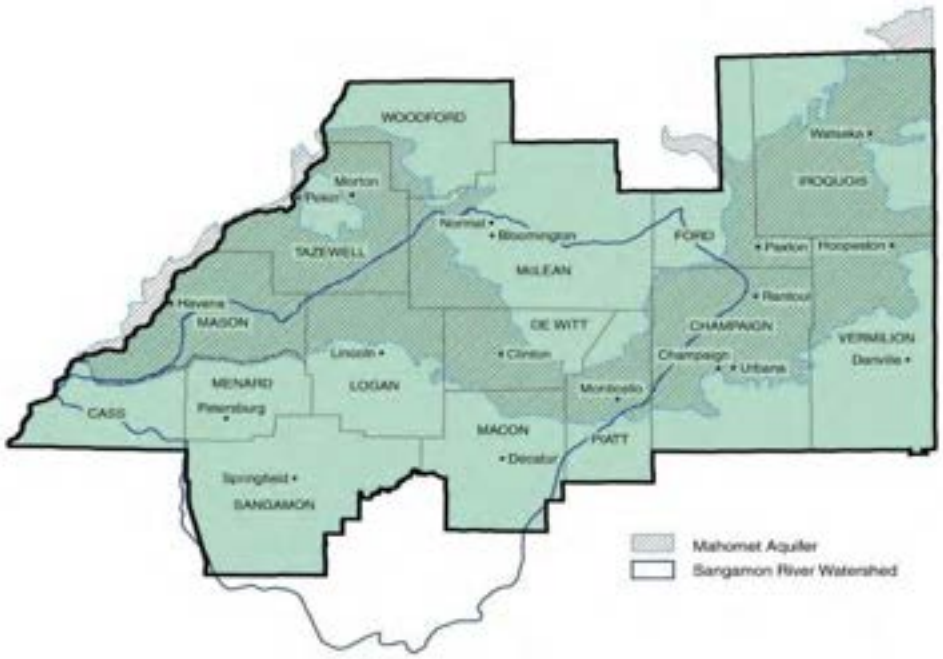
Aquifer Geology

Studies by the University of Illinois have concluded that: "Aquifers in east-central Illinois are unevenly distributed. All major aquifers, including the Mahomet Sand, are concentrated in the western half of the region. In the eastern half, the limited size and thickness of the aquifers restrict current and future development of public groundwater supplies".

The aquifers supplying the Village of Dwight are part of the St. Peter Sandstone formation, although the Kempton branch of the Mohamet aquifer is located south of the Village in Livingston county. The wells for the Village of Dwight are also in proximity to the Glasford formation. However, the groundwater sources supplying the Village almost certainly are not part of either Mohamet aquifer are Glasford formations which are located at least 15 miles further south. Since the wells supplying the Village are relatively shallow and not part of an established consolidated aquifer, they are limited in their ultimate capacity by drawdown of the well field in the shallow St. Peter Sandstone formation. There have been questions as to whether the Village wells are part of the Mohamet Aquifer or another regional aquifer system. This aquifer and other relevant water bearing geological formations are described below in more detail.

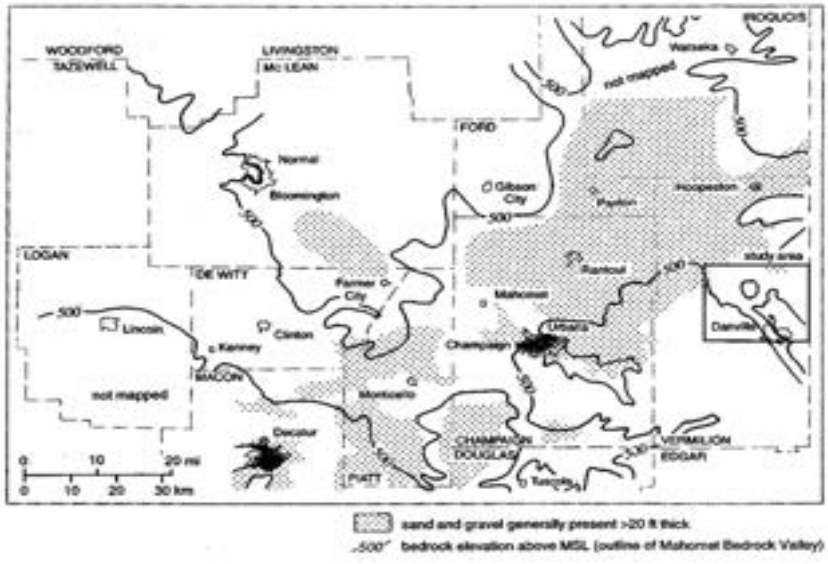
Mohamet Aquifer

The Mahomet Aquifer is an important groundwater resource in the state of Illinois. It serves as the primary source of drinking water for more than ½ million people in 15 Illinois counties and provides an estimated 220 million gallons of water per day. The vertical and horizontal boundaries of the aquifer generally follow the historic Mahomet Bedrock Valley where it enters Illinois from the Indiana border on the east to the Illinois River on the west. Although a portion of the Mohamet aquifer extends into Livingston county, it does not extend to the northern boundary of Livingston county where Dwight is located. A USGS map of the aquifer is shown below. Note the 'finger' of the Mohamet aquifer extending into Livingston County, the northernmost boundary of the mapped aquifer is located approximately 15 miles south of the Village of Dwight. The estimate cost to run a 12" water main form the nearest Mohamet Aquifer location is approximately $48M.



Glasford Aquifer

The Glasford Formation is a consolidated aquifer system with a thicknesses ranging from 5 feet to over 60 feet in the east-central portion of the state. While the Mahomet Aquifer is the primary central Illinois formation, the Glasford Aquifer also provides water primarily to domestic wells and some local communities. Like the Mohamet Aquifer, the Glasford aquifer is also located further south of Livingston County and not a viable groundwater source for the Village. A USGS map of the Glasford aquifer is shown below.

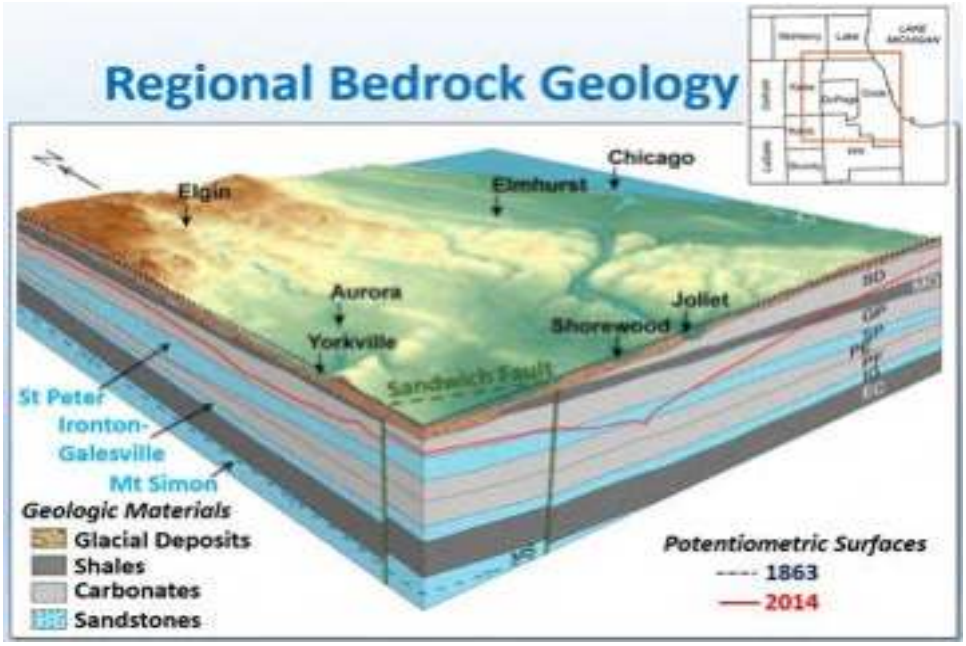


St. Peter Sandstone Formation

The St. Peter Sandstone (maps below) is a significant unconsolidated aquifer northeastern central Illinois. It is part of the Cambrian-Ordovician aquifer system of the Midwestern U.S. The St. Peter formation is characterized by its porous and permeable nature and is an important source of groundwater. It consists of well-sorted, fine to medium-grained sandstone. Given the sandstone's high porosity, it is able to store significant amounts of water. The formation's permeability and ability to transmit water make it an excellent aquifer although it is limited in capacity by local geology and aquifer surface recharge.

The estimated net sand bed depth near the Village of Dwight, IL in northern Livingston county is 130-250 ft. in depth. This unconsolidated sand and gravel formation is the probable source of the well field water system for the Village of Dwight. Given the porous nature of this formation, wells in this formation are a 'hydrologically connected' water bearing formation and subject to drawdown when multiple wells are located in too close proximity. The aquifer is also highly reliant on rainfall for aquifer recharge; and well yields can vary from year to year depending on precipitation.

A representative diagram of regional water bearing geological formations is shown below. The figure shows bedrock geology slightly Northwest of the Village of Dwight however, the fundamental geological structures shown carry Southeast into Livingston County and are consistent with the fundamental geological conditions underlying the Village of Dwight. A St. Peter Aquifer USGS isopach drawing is also shown below along with a plot of St. Peter depths.



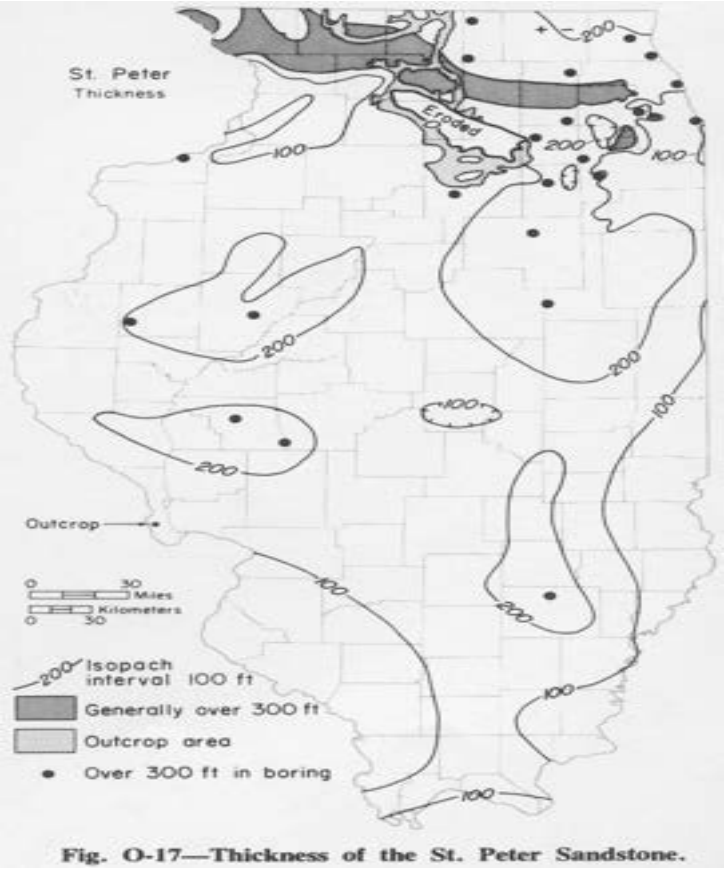
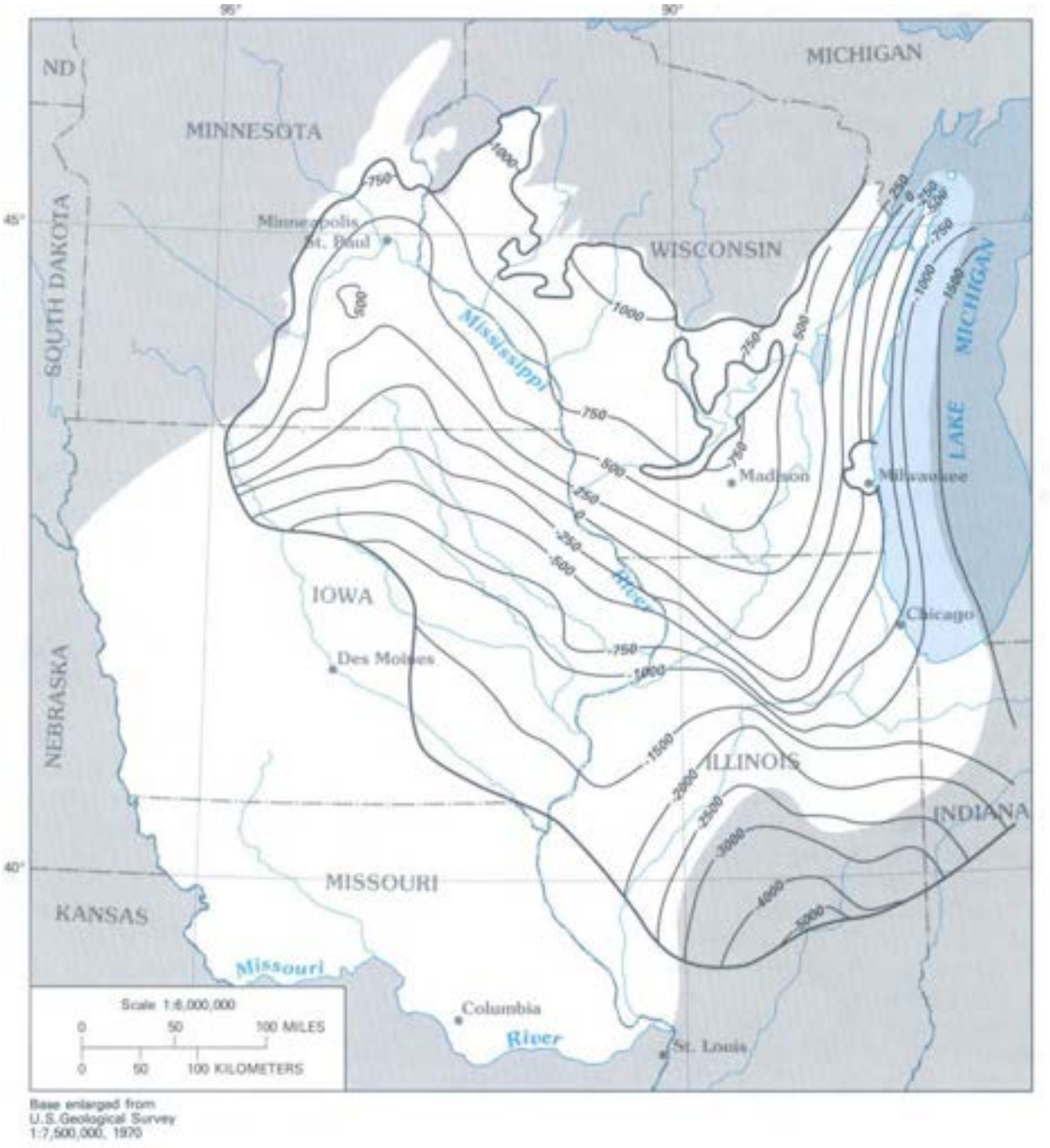


Fig. O-17—Thickness of the St. Peter Sandstone.

Ironton-Galesville Sandstone

It is worth noting that the City of Morris, IL water supply is the Ironton-Galesville sandstone aquifer which is located below the St. Peter sandstone formation geologically. The Galesville Sandstone is a fine to medium grained, moderately to well-sorted, quartz sandstone. The USGS map below shows the limits and depths of the 'Galesville' aquifer.

East-central Illinois wells in this aquifer are generally 1,000 feet in depth or more. Although this confined aquifer is high yielding, it is being rapidly depleted due to urban growth forcing many Chicago metro suburbs to switch to Lake Michigan as a surface water source. Morris, IL is currently completing new wells in the Galesville aquifer to increase their systems capacity. It is worth investigating whether the Galesville aquifer can provide a deep well source option for the Village of Dwight.



USGS Galesville Ironton Aquifer Depth and Boundary

In summary, based on available hydrogeological information primarily from USGS and University of Illinois geological data; there are limited ground water resources currently available to the Village of Dwight for development. The porous and shallow nature of the St. Peter sandstone formation leads to high transmissivity in the aquifer. This high

transmissivity means that any additional wells developed have a high probability of drawing down nearby wells an ultimately limiting their combined output. Again, these shallow wells are also dependent on rainfall for recharge making them susceptible to drought events.

Groundwater Contaminant Concerns

It is important to note that there are some contaminant concerns association with local ground water resources. Nitrate and arsenic are the main concerns in these sand and gravel aquifers. Arsenic occurs naturally in both the Mahomet and Glasford aquifers and the surrounding geological formations. Arsenic levels in these formations often exceed the federal drinking water standard of 10 micrograms per liter (µg/L). Public water systems in these areas often need additional treatment to meet standards. Domestic wells in this region generally are also susceptible to arsenic contamination.

Surface Water Resources Middle Illinois Region

Several surface water sources do exist in the Middle Illinois region. The primary surface water sources in the Middle Illinois Region are the Illinois and Vermilion Rivers. The Illinois River also generally provides a sufficient and reliable water supply for public water supply and industry in this region.

The most practical source of surface water for the Village would be the Illinois River at Morris, IL. The City of Morris however does not operate a surface water plant. Therefore any diversion of water from the Illinois River to the Village of Dwight will require necessary pump station infrastructure a water main to convey water from the Morris area to the Village of Dwight; and possibly treat that water as required by the customer.

The distance from the Illinois River near Morris, IL to the Village of Dwight following Illinois Route 47 is approximately 20 miles. A twelve-inch water main line would need to be installed in order to convey surface water from the Illinois River to the water treatment plant at the Village of Dwight. Initial cost estimates for installation of a water main alone would be approximately $50M. This does not include any right of way, easements, pumping or surface water treatment systems which could double the project cost. A surface water source map from the University of Illinois is shown below. The Illinois River extends to the Northeast and is accessible directly North of the Village of Dwight as described above.

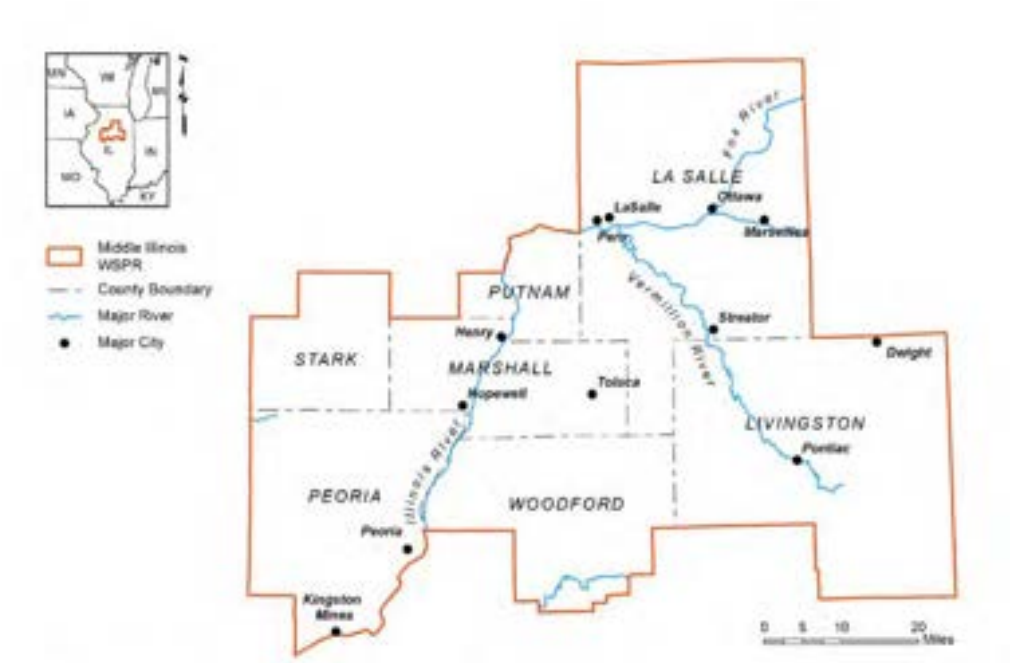


Figure 2. Map showing the seven counties, major rivers, and major cities in the Middle Illinois WSPR

Given the expense of piping and treating surface water from the Illinois river to the Village of Dwight, the use of a surface water source is not financially viable. Also, given the lack of sufficient nearby groundwater resources, it may not be feasible for the Village of Dwight to add significant well capacity to their system, with the possible exception of the Galesville aquifer. It is important to note again, that the Village of Dwight water treatment plant itself is currently limited to approximately 2.2 MGD total treatment capacity. Therefore, the most practical approach for economic development at the proposed site is to target industries with medium to low water needs. An initial list of such potential industries is described below.

While all industries require some level of potable water consumption, several industrial sectors are clearly not practical due to substantial water requirements:

- Primary metals production e.g. steel
- Wood and paper products (excluding recycled boxboard)
- Chemical manufacturing or petroleum refinery
- Food/beverage production (large scale, kill facility)
- Textile manufacturing
- Electronics and machinery manufacturing (e.g. automobiles)

- Steam cycle power generation

Generally, large scale, heavy industrial operations are not viable for economic development at the Dwight industrial site due to excessive water demands. However, some medium scale lower intensity industries are potential development candidates. Some of these industries should be considered:

Industry	Typical Water Use(MGD)	Comments
Soybean crushing facility	0.5	Utilizes rail and power resources. Growing market for soybean oil.
Oil-seed crushing/processing	0.5	Utilizes rail and power resources. Local food processing markets.
Dry grind (small) ethanol plant	0.7	Utilizes rail and power resources. Refinery market Joliet.
Boxboard recycling	0.5-0.7	Utilizes rail and power resources. Growing market for online retail.
Data center (hyperscale facility)	0.5-0.6	Utilizes power resources.
Distribution center (e.g. Amazon)	0.05	Utilizes power and rail resources.
Diary/cheese processing	0.7-1	Medium scale producers.
Meat finishing/packaging	0.7-1	Medium scale producers.
Egg processing (cracking)	0.7-1	Fast food market.
Medium scale manufacturing/assembly	0.1-0.7	Equipment final assembly, utilizes rail and power resources.
Plastics injection molding	0.1	Utilizes rail and power resources.
Small combustion turbine simple-cycle power plant	0.3	May be sufficient electric grid peaking power demand for attachment to power line. Nicor natural gas line fuel source.

Summary of Available Options for Industrial Water Supply

Current Capacity - The Village of Dwight currently has 1 MGD of sustainable surplus capacity available for industrial users. This quantity of treated water withdrawal from the Village system still leaves an additional 2 MGD system capacity for the Village of Dwight residences and businesses. The Village presently consumes approximately 0.44 MGD, based on average historical flow rates.

Well #101 - Initial pump drawdown wells testing of well #101indicted that it could produce 0.42 MGD of additional groundwater capacity to industrial users. This well could be tied directly to the existing Village distribution system. However, overall system capacity is already limited by water plant treatment capacity and tying this well into the system offers no real advantage. The best option for this well would be either to treat the water at the well site with a media filter, or pipe this well directly to the end user for treatment. The Village could either lease this well or charge per unit quantity of water conveyed. Again, water main piping will need to be installed with either option. Additional pump testing and water quality sampling of this well should be done if it is to be considered a primary option.

Wastewater Plant Effluent – Best estimates indicate that the Village wastewater treatment plant (WWTP) could supply approximately of 0.5 MGD of additional untreated water for industrial use. The best option for this water source would be to convey WWTP effluent directly to the end user and allow it to treat the water to their specifications with a private treatment system. WWTP effluent water could be sold on a per unit contract basis. The re-use of WWTP for industrial purposes is not uncommon but significant treatment processes will need to be put in place to make this option possible. Tertiary filtration and disinfection equipment will probably be necessary at the WWTP to utilize the effluent. The Village prefers that the wastewater treatment plant effluent be considered as the primary water supply option for industrial users.

New Deep Well – Another potential (best) option would be to drill a new well on or near the industrial site. It may be possible to drill a deep well connecting to the Galesville aquifer formation which would eliminate draw-down concerns associated with the shallow St. Peter aquifer. If substantial additional water supply is required for industrial development; the deep well option is the best option and preferred by the Village. Further hydrogeological evaluation would be necessary to determine the viability of this option, as well as the cost to drill and put in service a deep (1,000 ft.) well.

If the deep well option is pursued, the Village will need to evaluate and consider additional water treatment plant capacity expansion and possibly upgrades to the distribution system. This may not be necessary if the industrial water users treat their own water on site. A cost sharing agreement for both the deep well and water treatment plant expansion will need to be determined.

Currently, the scarcity of easily available ground water or nearby surface water sources limits the ability of the Dwight industrial site to supply heavy industrial users. This is a fact for all industrial users and water suppliers in east central Illinois. However careful selection, planning and analysis of potential industrial users could still allow for substantial industrial development at the existing site, even with somewhat limited local water sources. If it is possible the draw from the Galesville aquifer, sufficient water resources could be available for most potential industrial customers.