

CITY OF WASHINGTON, ILLINOIS City Council Agenda Communication

Meeting Date: April 5, 2022

Prepared By: Dennis Carr, P.E. – City Engineer

Agenda Item: Request for ROW Purchase – Meijer Property

Explanation: Staff has kept the council up to date on the status of the Centennial Rec Path and its continuous shifting alignment. Final plans have been submitted to IDOT and ROW has been negotiated for the purchase of 1.319 acres of ROW needed from the Meijer Property. Meijer has agreed to the appraised price of \$18,000 for the ROW needed to construct this path.

Ed had never planned to purchase ROW for this project as it was initially set on IDOT ROW. Do to all of the changes required to get IDOT's approval, we need to purchase the ROW for the project to continue.

Fiscal Impact: The FY 20-21 budget did not include anything for the purchase of ROW for the Centennial Rec Trail. The estimated actuals brought forward during he budgeting process had \$20,000 in estimated actual for the purchase of this property. With the Engineering being over budget and the ROW purchase not being budgeted for, the Centennial Rec Trail budget will need to be amended at years end. This \$18,000 will be from account

421-000-800-2000

Recommendation Summary: Staff requests that City Council approve the purchase of 1.319 acres of ROW from Meijer for the use in constructing the Centennial Rec Path.

Action Requested: Approval of the purchase of 1.319 acres of ROW from Meijer.

Owner

MEIJER STORES LIMITED

PARTNERSHIP

Address

Rte. 8

Washington, IL 61571

Route

FAU 6717(US 24 Bus.)

County Parcel No. Tazewell 001

P.I.N. No.

02-02-21-100-020; 100-001; 100-023

Section

17-00120-00-BT

Contract No. 89725

SPECIAL WARRANTY DEED (Non-Freeway)

MEIJER STORES LIMITED PARTNERSHIP, a Michigan limited partnership, whose address is 2929 Walker Avenue, NW, Grand Rapids, Michigan 49544 (hereinafter called "Grantor") in consideration of the sum of Eighteen Thousand and 00/100 Dollars (\$18,000.00), in hand paid, the receipt and sufficiency of which are hereby acknowledged, does hereby Grant And Convey to The City of Washington (hereinafter called "Grantee"), with SPECIAL WARRANTY COVENANTS, the following described real estate in Tazewell County, Illinois:

Tract I

Part of the Northwest Quarter of Section 21, Township 26 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, more particularly described as follows:

Commencing at a brass disk found marking the northwest corner of said Northwest Quarter, thence North 88 degrees 48 minutes 24 seconds East (bearings shown for descriptive purposes only) along the north line of said Northwest Quarter 325.00 feet to the Point of Beginning of the proposed Parcel to be described:

From the Point of Beginning, thence continuing North 88 degrees 48 minutes 24 seconds East along said north line 340.00 feet to the northeast corner of Tract I as described in Warranty Deed recorded January 24, 2001 as Document No. 200100028798; thence South 01 degrees 59 minutes 11 seconds East along the east line of said Tract I a distance of 47.80 feet; thence South 88 degrees 48 minutes 24 seconds West 339.83 feet; thence North 01 degrees 11 minutes 36 seconds West 47.80 feet to the Point of Beginning.

The above described Parcel contains 16,248 square feet, more or less, or 0.373 acres, more or less, of which 8,078 square feet, more or less, or 0.185 acres, more or less is existing right of way by use of the former Centennial Drive.

Tract II

Part of the Northwest Quarter of Section 21, Township 26 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, more particularly described as follows: Commencing at a brass disk found marking the northwest corner of said Northwest Quarter, thence North 88 degrees 48 minutes 24 seconds East (bearings shown for descriptive purposes only) along the north line of said Northwest Quarter 665.00 feet to the northwest corner of Tract IV as described in Warranty Deed recorded January 24, 2001 as Document No. 200100028800, said corner also being the Point of Beginning of the proposed Parcel to be described:

From the Point of Beginning, thence continuing North 88 degrees 48 minutes 24 seconds East along said north line 500.47 feet; thence South 01 degrees 11 minutes 36 seconds East 35.80 feet to the southeast corner of the right of way parcel shown on Right Of Way Plat recorded March 9, 1960 in Book 622, Page 199, and further described on unrecorded ALTA/ACSM Land Title Survey prepared by Clark Engineers MW, Inc., dated and signed May 21, 1997; thence North 88 degrees 48 minutes 24 seconds East along the south line of said right of way parcel 162.93 feet to a point on the east line of said Tract IV; thence South 00 degrees 50 minutes 19 seconds East along said east line 12.00 feet; thence South 88 degrees 48 minutes 24 seconds West 663.50 feet to a point on the west line of said Tract IV; thence North 00 degrees 59 minutes 11 seconds West along said west line 47.80 feet to the Point of Beginning.

The above described Parcel contains 25,881 square feet, more or less, or 0.594 acres, more or less, of which 11,335 square feet, more or less, or 0.260 acres, more or less is existing right of way by use of the former Centennial Drive.

Tract III

Part of the Northwest Quarter of Section 21, Township 26 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, more particularly described as follows:

Commencing at a brass disk found marking the northwest corner of said Northwest Quarter, thence North 88 degrees 48 minutes 24 seconds East (bearings shown for descriptive purposes only) along the north line of said Northwest Quarter 1165.47 feet; thence South 01 degrees 11 minutes 36 seconds East 35.80 feet to the southeast corner of the right of way parcel shown on Right Of Way Plat recorded March 9, 1960 in Book 622, Page 199, and further described on unrecorded ALTA/ACSM Land Title Survey prepared by Clark Engineers MW, Inc., dated and signed May 21, 1997; thence North 88 degrees 48 minutes 24 seconds East along the south line of said right of way parcel 162.93 feet to a point on the west line of Tract III as described in Warranty Deed recorded January 24, 2001 as Document No. 200100028800, said point also being the Point of Beginning of the proposed Parcel to be described:

From the Point of Beginning, thence continuing North 88 degrees 48 minutes 24 seconds East along said south line 173.23 feet; thence South 47 degrees 55 minutes 35 seconds East along the southwesterly right of way line existing right of way line of F.A.U. Route 6717 (U.S. 24 BUS.) 424.93 feet; thence South 45 degrees 13 minutes 43 seconds East continuing along said southwesterly right of way line 300.13 feet; thence South 05 degrees 14 minutes 11 seconds East continuing along said southwesterly right of way line and the

northerly right of way line of F.A.U. Route 6713 (SBI Route 8) as shown on Right Of Way Plat recorded December 1, 1995 as Document No. 9512822, distance of 34.11 feet; thence North 45 degrees 14 minutes 50 seconds West 570.31 feet; thence North 50 degrees 51 minutes 50 seconds West 102.18 feet; thence North 45 degrees 14 minutes 50 seconds West 73.79 feet; thence South 88 degrees 48 minutes 24 seconds West 167.99 feet to a point on said west line of Tract III; thence North 00 degrees 50 minutes 19 seconds West 12.00 feet to the Point of Beginning.

The above described Parcel contains 15,331 square feet, more or less, or 0.352 acres, more or less.

Tracts 1, II and III have a total area of 57,460 sq. ft. or 1.319 acres, more or less of which 19,413 sq. ft. or 0.445 acres, more or less is in exsiting right of way by use of former Centennial Drive.

SUBJECT TO: all terms, easements, covenants, conditions and restrictions of record.

Grantor warrants to Grantee, its successors and assigns in title that Grantor has not created or permitted to be created any lien, charge, or encumbrance against the real estate described above that is not shown listed herein; Grantor covenant that it will defend said premises to the extent of the warranties made herein against lawful claim of all persons.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for roadway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

Dated this 25th day of Jebruary MEIJER STORES LIMITED PARTNERSHIIP By: Meijer Group, Inc. Its: General Partner By: Signature. Michael Flickinger Its: Vice President-Real Estate State of Michigan) ss County of Kent This instrument was acknowledged before me on Michael Flickinger, the Vice President-Real Estate of Meijer Group, Inc., the General Partner of Meijer Stores Limited Partnership, a Michigan limited partnership. (SEAL) State of Michigan, County of My commission expires: Acting in the County of Kent LARAE B STEIGENGA NOTARY PUBLIC - STATE OF MICHIGAN COUNTY OF OTTAWA My Commission Expires February 17, 2023 Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law. Acting in Kent County, Mi Date Buyer, Seller or Representative

This instrument was prepared by and after recording, mail this instrument and future tax bills to:

City of Washington ATTN: Engineering Dept. 301 Walnut St. Washington, IL 61517

Affidavit of Title Owner Meijer Stores Limited Partnership Address Rte 8 Washington, IL 61571 Route FAU 6717(US 24 Bus) Section 17-00120-00-BT County Tazewell Parcel No. P.I.N. No. 02-02-21-100-020;100-001; 100-023 Catalog No. Contract No. 89725 State of Michigan County of Kent Michael Flickinger Vice President-Real Estate of Meijer Group, Inc. being first duly sworn upon oath states as follows: Affiant has personal knowledge of the facts averred herein. 2. There are no parties other than Grantor in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record. There are no parties other than Grantor and the parties listed below in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record: Easements of record. SEE ATTACHED EXHIBIT "A" This affidavit is made to provide factual representation as a basis for the City of Washington to accept a document of 3. conveyance for the premises described in said conveyance, the premises being a portion of or all of the above described premises, from the record owners thereof. The affiant has no knowledge of any driveway agreements, encroachments, overlaps, or boundary line disputes 4. involving the premises to be conveyed. 5. The said premises described in Exhibit "A" are: (Check One) ☐ Vacant and unimproved Agricultural and unimproved

Page 1 of 3

There have been no improvements made or contracted for on the premises within six (6) months immediately preceding the date of the affidavit, out of which a claim for a mechanic's lien could accrue

To the best of my knowledge all improvements now on the premises comply with all local building and

Improved and

or has accrued; and

zoning ordinances.

6. There are no chattel mortgages, conditional sales contracts or financing statements existing on or in connection with the premises to be conveyed which are not shown by the public records. 7. There are no taxes or special assessments which are not shown as existing liens by the public records involving the premises described in Exhibit A. Per 50 ILCS 105/3.1, the identities of all owners and beneficiaries having an interest in the premises to be conveyed are as follows (check applicable box(es) and complete information requested): Individual. Individual owner of the property is: Nonprofit Organization. There is no individual or other organization receiving distributable income from the organization. Public Organization, including units of local government. There is no individual or other organization receiving distributable income from the organization Publicly-Traded Corporation. There is no readily known shareholder entitled to receive more than 7-1/2% interest in the total distribution income of the corporation. M Corporation, Partnership, Limited Liability Company. Those entitled to receive more than 7-1/2% of the total distributable income of said entity are as follows: Name Address *1. Meijer Distribution, Inc. 2929 Walker Avenue, NW, Grand Rapids, MI 49544 2. Meijer Group, Inc. 2929 Walker Avenue, NW, Grand Rapids, MI 49544 3. 4.

* IF THE INITIAL DISCLOSURES SHOW INTERESTS HELD BY ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST, THEN FURTHER DISCLOSURES SHOULD BE PROVIDED UNTIL THE NAMES OF INDIVIDUALS OWNING THE INTEREST IN THE ENTITY ARE DISCLOSED.

Land Trust or Declaration of Trust. The identity of each beneficiary of Grantor Trust is as follows:

Address

Name

2.

3.

% of

Interest

	ated this 25th day of February	(Y , 2021 .
	STORES LIMITED PARTNERSHIP	
By: Meij	jer Group, Inc., General Partner	11.1
By:	Mart then	Legal
	Signature	Bus. My
	Michael Flickinger, VP -Real Estate Meijer Group, Inc	
	Print Name and Title if applicable	
State of M	Michigan)) ss	
County of		
Michael Fl Real Estat General P Limited Pa	is instrument was acknowledged before n lickinger, the Vice President- te of Meijer Group, Inc., the Partner of Meijer Stores artnership, a Michigan limited ip, on behalf of said limited ip.	ne on February 25, 2021, by
(SEAL)	OTARL S	My Commission Expires: 2-41-23
NOTE:		LARAE B STEIGENGA NOTARY PUBLIC - STATE OF MICHIGAN COUNTY OF OTTAWA AND ACKNOWMECOGEOODO ODO ODO ODO ODO ODO ODO ODO ODO OD

EXHIBIT A

The Land referred to in this Commitment is described as follows:

TRACT 1:

Part of the Northwest Quarter of Section 21, Township 26 North, Range 3 West of the Third Principal Meridian, more particularly described as follows: Commencing at a brass disk found marking the Northwest comer of said Northwest Quarter; thence North 88 degrees 55 minutes 28 seconds East (bearings based on Illinois State Plane Coordinate System, NAD83 (2011), West Zone) along the North line of said Northwest Quarter, a distance of 1501.71 feet; thence South 01 degrees 04 minutes 32 seconds East, a distance of 32.64 feet to a concrete right of way marker found on the existing Southwesterly right of way of F.A.U. Route 6717 (US 24 Business) as shown on Right of Way Plat recorded March 9, 1960 in Book 622, page 199, said marker being the Point of Beginning of the parcel to be described: from the Point of Beginning, thence South 47 degrees 55 minutes 56 seconds East along said Southwesterly right of way line, a distance of 424.90 feet to a concrete right of way marker found; thence South 45 degrees 13 minutes 54 seconds East continuing along said Southwesterly right of way line, a distance of 300.00 feet; thence South 05 degrees 18 minutes 13 seconds East continuing along said Southwesterly right of way line and the Northerly right of way line of F.A.U. Route 6713 (SBI Route 8) as shown on Right of Way Plat recorded December 1, 1995, as Document No. 9512822, a distance of 85.63 feet; thence North 45 degrees 14 minutes 50 seconds West, a distance of 102.18 feet; thence North 45 degrees 14 minutes 50 seconds West, a distance of 102.18 feet; thence North 45 degrees 14 minutes 50 seconds West, a distance of 102.18 feet; thence North 45 degrees 14 minutes 50 seconds West, a distance of 102.18 feet; thence North 45 degrees 14 minutes 50 seconds West, a distance of 102.18 feet; thence North 45 degrees 14 minutes 50 seconds West, a distance of 102.18 feet; thence North 45 degrees 14 minutes 50 seconds West, a distance of 102.18 feet; thence North 45 degrees 14 minutes 16 seconds East, a distance of 16.99 feet to the Point

Part of P.I.N.: 02-02-21-100-023

For reference only: Washington Road, Washington, IL 61571

TRACT2

A part of the West Half of the Northwest Quarter of Section 21, Township 26 North, Range 3 West of the Third Principal Meridian, more particularly described as follows: Commencing at the Northwest corner of the Northwest Quarter of said Section 21 as the Point of Beginning of the tract to be described; from the Point of Beginning, thence North 89 degrees 04 minutes 07 seconds East (bearings are for descriptive purposes only) along the North line of said West Half of the Northwest Quarter, a distance of 665.00 feet, thence South 00 degrees 43 minutes 28 seconds East, a distance of 663.50 feet, thence South 89 degrees 04 minutes 07 seconds West, a distance of 665.00 feet to the West line of said Northwest Quarter of Section 21; thence North 00 degrees 43 minutes 28 seconds West, along said West line of the Northwest Quarter a distance of 663.50 feet to the Point of Beginning, and containing 10.129 acres more or less; and

A part of the West Half of the Northwest Quarter of Section 21, Township 26 North, Range 3 West of the Third Principal Meridian, more particularly described as follows: Commencing at the Northwest comer of the Northwest Quarter of said Section 21; thence South 00 degrees 43 minutes 28 seconds East (bearings assumed for descriptive purposes only) along the West line of said Northwest Quarter of Section 21, a distance of 663.50 feet; thence North 89 degrees 04 minutes 07 seconds East, a distance of 665.00 feet to the Point of Beginning of the tract to be described; from the Point of Beginning thence North 89 degrees 04 minutes 07 seconds East, a distance of 661.91 feet to the East line of said West Half of the Northwest Quarter, thence South 00 degrees 34 minutes 36 seconds East, along the said East line of the West Half of the Northwest Quarter, a distance of 465.46 feet to the Northerly right of way line of Illinois Route 8; thence South 54 degrees 58 minutes 05 seconds West, along said Northerly right of way line, a distance of 803.17 feet, thence North 00 degrees 39 minutes 02 seconds West, a distance of 221.65 feet; thence North 00 degrees 31 minutes 23 seconds West, a distance of 694.12 feet to the Point of Beginning, containing 10.500 acres, more or less, all being situated in Tazewell County, Illinois.

P.I.N.: 02-02-21-100-020

For reference only: Washington Road, Washington, IL 61571

TRACT 3:

A part of the West Half of the Northwest Quarter of Section 21, Township 26 North, Range 3 West of the Third Principal Meridian, more particularly described as follows: Commencing at the Northwest comer of the Northwest Quarter of said Section 21; thence North 89 degrees 04 minutes 07 seconds East (bearings assumed for descriptive purposes only) along the North line of the said Northwest Quarter a distance of 665.00 feet to the Point of Beginning of the tract to be described; from the Point of Beginning, thence continuing North 89 degrees 04 minutes 07 seconds East, along the said North line of the Northwest Quarter, a distance of 500.47 feet; thence

(Continued)

Commitment Number: 2020081689 (REVISED)

South 00 degrees 55 minutes 53 seconds East, a distance of 35.80 feet to the Southerly right of way line of US Route 24; thence North 89 degrees 04 minutes 07 seconds East along the said Southerly right of way line, a distance of 162.93 feet to a point on the East line of the West Half of the said Northwest Quarter; thence South 00 degrees 34 minutes 36 seconds East along the said East line of the West Half of the Northwest Quarter, a distance of 627.71 feet, thence South 89 degrees 04 seconds 07 seconds West, a distance of 661.91 feet, thence North 00 degrees 43 minutes 28 seconds West, a distance of 663.50 feet to the Point of Beginning, containing 9.961 acres, more or less; AND

A part of the Northwest Quarter of Section 21, Township 26 North, Range 3 West of the Third Principal Meridian, more particularly described as follows: Commencing at the Northwest corner of the Northwest Quarter of said Section 21; thence South 00 degree 43 minutes 28 seconds East, (bearings assumed for descriptive purposes only) along the West line of the said Northwest Quarter, a distance of 663.50 feet to the Point of Beginning of the tract to be described; from the Point of Beginning, thence North 89 degrees 04 minutes 07 seconds East, a distance of 665.00 feet, thence South 00 degrees 31 minutes 23 seconds East, a distance of 694.12 feet; thence South 00 degrees 39 minutes 02 seconds East, a distance of 221.65 feet to the Northerly right of way line of Illinois Route 8; thence (the following 5 courses are along the said Northerly right of way of Illinois Route 8) South 54 degrees 58 minutes 05 seconds West, a distance of 278.54 feet, thence in a Southwesterly direction along a curve concave to the Northwest having a radius of 5609.76 feet and an arc length of 347.14 feet being subtended by a chord bearing of South 56 minutes 44 minutes 27 seconds West and a chord length of 347.09 feet, thence South 31 degrees 29 minutes 11 seconds East, a distance of 90.00 feet; thence in a Southwesterly direction along a curve concave to the Northwest having a radius of 5699.76 feet and an arc length of 152.88 feet being subtended by a chord bearing of South 59 degrees 16 minutes 55 seconds West, and a chord length of 152.88 feet; thence South 60 degrees 03 minutes 01 seconds West, a distance of 60.96 feet to the said West line of the Northwest Quarter; thence North 00 degrees 43 minutes 28 seconds West, along the said West line of the Northwest Quarter a distance of 1440.55 feet to the Point of Beginning, containing 17.658 acres, more or less, all being situated in Tazewell County, Illinois.

P.I.N.: 02-02-21-100-001

For reference only: McCluggage Road, Washington, IL61571



Disclosure of Owner(s) and/or Beneficial Interest(s) Affidavit (Corporation, Partnership, Limited Liability Company)

	and the second second second	THE STATE OF THE S	
Owner	Meijer Stores limited Partne	ership	
Address	Rte 8		
D	Washington, IL 61571		
Route	FAU 6717(US 24 Bus)		
Section	17-00120-00-BT		
County Parcel No.	Tazewell		
P.I.N. No.	02 02 24 400 020 400 004	100.000	
Catalog No.	02-02-21-100-020; 100-001	; 100-023	
Contract No.	89725		
Contract No.	09725		
State of	Michigan)		
-) ss		
County of	Kent)		
_	,		
Michael Flicki	inger, the Vice President-Real F	state , Affiant, being first duly sworn on oath, states the	-AAL - ACC
an officer of	Meijer Group Inc. General Pa	rtner of Meijer Stores Limited Partnership, a Michigan limited	at the Affiant is
which owns th	ne property or is otherwise intere	rated in the property described in the exhibit (copy of deed or	partnership
hereto attache	ed that Affiant has knowledge	of the facts herein; and that the partners entitled to receive m	legal description)
the total distril	butable income of said entity are	as follows:	ore than 71/2% of
	and the state of t	3 d3 f0fl0W3.	
	Name	Address	Doroontono
		2929 Walker Avenue, NW	Percentage
1. Meijer D	Distribution, Inc.	Grand Rapids, MI 49544	000/
	Joseph Miles	2929 Walker Avenue, NW	99%
2. Meijer C	Group, Inc.	- 1 1 N TO SEE BY THE CONTROL OF THE SECOND	461
Z. Wicijor	Stoup, Inc.	Grand Rapids, MI 49544	1%
3.			
J			
4.			
4.		MELLED CTORES LINGUISTO	
5.		MEIJER STORES LIMITED PARTNERSHIP	
J		By: Meijer Group, Ing., General Partner	
		1/1/8/1/1	
		By: Workshipe	
	Taxas	Signature	
	Lega	Michael Elistic Manager	
	- 1	Michael Flickinger, VP Real Estate Me	jer Group, Inc.
	Bus.	Print Name and Title	
This		/1	
I nis ii	nstrument was acknowledged	before me on February 25 2021	
by Michael	Flickinger, the Vice President	-Real Estate of Meijer .	
Group, In	nc., the General Partner of I	Meijer Stores Limited	
Partners	hip, a Michigan limited part	nership, on behalf of	
_said limit	ted partnership	The state of the s	
		1 0 0	
11.00	201199999999999	Y D D X	
SEAL)	E BOOK E GAR	marker J. Stuginga"	
19.5		Notary Public	
12	MOTARLIES	2 4 64	
7.0	0.0	My Commission Expires: 2-17-33	
En	PURICE !		
-	The state of the s	LARAE B STEIGENGA	
Ser.	Manage Man	NOTARY PUBLIC - STATE OF MICHIGAN	
-	COUNTRIES	COUNTY OF OTTAWA LA 4111C (Rev. 11/07/	1)

My Commission Expires February 17, 2023
Acting in Kent County, MI

CERTIFICATE OF SECRETARY OF MEIJER GROUP, INC. REGARDING MEIJER STORES LIMITED PARTNERSHIP

THE UNDERSIGNED, Janet G. Kelley, hereby certifies that she is the duly elected, qualified and acting Secretary of MEIJER GROUP, INC., a Michigan corporation (the "Corporation"), acting in its capacity as the sole General Partner of MEIJER STORES LIMITED PARTNERSHIP, a Michigan limited partnership (the "Partnership"), and that:

- 1. Attached hereto as Exhibit A is a copy of the Certificate of Limited Partnership of the Partnership filed with the Michigan Secretary of State on December 13, 1999, together with all amendments. The Certificate has not been amended, supplemented or otherwise modified since November 16, 2016, the date of the amendment.
- 2. The Corporation, acting in its capacity as the sole General Partner of the Partnership, is authorized to act on behalf of the Partnership and has full authority to manage the affairs of the Partnership and to sign and execute documents including, but not limited to, documents to purchase, sell, lease or otherwise deal with real property of the Partnership, and such authority has not been revoked.
- 3. The Partnership, acting through its sole General Partner, has full authority to engage in any activity within the purposes for which limited partnerships may be organized under the law, including, but not limited to, purchasing, selling, leasing or otherwise dealing with real property of the Partnership.
- 4. As of this date, the following individuals are authorized to execute all contracts, leases, reports, schedules, returns, documents or other papers which are required to be executed in the ordinary course of business by the Corporation:

Richard P. Keyes Daniel Webb Vikram Srinivasan

President

Senior Vice President, Finance and Administration/CFO Senior Vice President, Properties and Real Estate

Janet G. Kelley

Senior Vice President, General Counsel, Chief Compliance

Officer and Secretary

Michael Flickinger

Vice President, Real Estate

IN WITNESS WHEREOF, I have hereunto set my hand as of the 14th day of September 2020.

Janet G. Kelley, Secretary

Exhibit A Certificate of Limited Partnership

	IGAN DEPARTMENT OF LICENSING AND PORATIONS, SECURITIES & COMMERCIA	
Date Received	(FOR BUREAU USEON	
NOV O O 2016	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	FILED NOV 1 6 2016
Name Address		ADMINISTRATOR CORPORATIONS DIVISION
City	State ZIP Code	EFFECTIVE DATE:
. The name of the limite		
MEIJER STORES L	IMITED PARTNERSHIP	
2. The limited partnershi	p number assigned by the Bureau is: L01345	
	Certificate of Limited Partnership was filed is:13 ss of the office or agency with which the original Certifi	cate of Limited Partnership was filed is:
supplement. The follow	ed Partnership is hereby amended by the changes set wing is a general description of the amendment(s) made and for service of process is 40600 Ann Arbor RD E, S	e by this Certificate:
Attached are	page(s):	
1000 Signer	(Signature)	, 2016
		rentity

MICHIGAN	DEPARTMENT OF LABOR & ECONOR BUREAU OF COMMERCIAL SERVICE		
ate Received	(FOR BUREAU USEO		
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.		
lame Kelly Snedden			
Address 208 S. Lasalle Street.	Suite 914		
City	State Zip Code		
Chicago, IL 60604		EFFECTIVE DATE:	
If left blank do	eturned to the name and address you enter above cument will be malled to the registered office.	3	
Pursuant to	CERTIFICATE OF A For use by Domestic Lim (Please read information and instr the provisions of Act 213, Public Acts of 1982	ited Partnerships uctions on the last page)	(s) execute the following
	limited partnership is:		
Meijer Stores Lin			
2. The limited partn	ership number assigned by the Bureau is:	L01345	
3. The date the orio	ginal Certificate of Limited Partnership was filed i	s: 12/13/1999	
	ddress of the office or agency with which the ori		Partnership was filed is:
5. The Certificate of supplement. The	f Limited Partnership is hereby amended by the o a following is a general description of the amendr	changes set forth below, in nent(s) made by this Certif	Section 6, or on an attached icate:
The Registered A 30600 Telegraph	gent shall be The Corporation Company and the reg Road, Suite 2345 Bingham Farms, MI 48025.	istered office shall be located	dat
Attached are 0	page(s):		
Attached are 0	page(s):		
	Signed this 25 day of May	20	10
	Kelly Palford	Secretain 1	of Meizer Grow Seneral Portr
	(Type or Print Name an	140	renoval Portr

DEC 1 0 1999	This document is effective	within 90 days after received	DEC 1 3 19 Administrator CORP. SECURITIES & LAND DR	199		8 LC art
ame . Robert J. VerHeul	en		7			Orps Org & Filing
ddress			-	2/10/1999 BOGN Frans 01733974 Filto Auc	199385 otal\$10.00	F
2929 Walker, N.W. ity	State	Zip Code	_	Frans	otal	Sd.
Grand Rapids, MI	7.7	Zip Code	EFFECTIVE DATE:			C)
(Please	read information and	Limited Partnership d instructions on the last p	age)			
Section 1 The name of the limi		Meijer Stores Limi	ersigned person(s) executed partnership	ecute the fo	llowing C	erlificate:
Section 1				ecute the fo	illowing C	eriificate:
The name of the limi	ted partnership is:		ted Partnership	oose of as	sets, an	d s ac
The name of the limi	ted partnership is:	Meijer Stores Limi To acquire, own, maints to engage in such other may be necessary, advis	ted Partnership	oose of as	sets, an	d s ac
The name of the limi Section 2 The general characters Section 3 a. The address of the	ted partnership is:	Meijer Stores Limi To acquire, own, maints to engage in such other may be necessary, advis purpose.	ted Partnership ain, lease and disp r activities and disable or incidental	oose of as	sets, an	d s ac
Section 1 The name of the limits Section 2 The general characters Section 3 a. The address of the	ted partnership is: er of its business is: e office at which the line, N.W., Grand Rapi	Meijer Stores Limi To acquire, own, maintate engage in such other may be necessary, advis purpose. imited partnership records ids, MI 49544-9428	ted Partnership ain, lease and disp r activities and disable or incidental	oose of as	sets, an	d s ac

The power of a limited partner to grant the right to become a limited partner to an assignee of any part of the partnership interest, and the terms and conditions of the power, are as follows:

New partners may be admitted to the Partnership only with the unanimous consent of the Partners.

Section 5

7	
a.	Describe the times or events when a general partner may terminate membership in the limited partnership, and the terms and conditions of the termination.
	Governed by the Act.
b.	Describe the times or events when a limited partner may terminate membership in the limited partnership. Include the amount or method of determining any distribution the limited partner is entitled to receive upon termination of their membership.
	Governed by the Act.
200	tion 6
	e right of the limited partner to receive distributions of property, including cash, from the limited partnership, other
tha	n indicated in 5(b), is:
	Distributions are made to the Partners in the amounts and at the times determined by the General Partner.
ect	tion 7
The	e right of the limited partner to receive, or a general partner to make to a limited partner, distributions of property.
1	ich include a return of all or any part of the limited partner's contribution, other than indicated in 5(b), is:

The time	es or events at which the limited partnership is to be dissolved and its affairs wound up are:
	tachment A attached hereto and made a part hereof.
	STATES A SECURIOR WINDOW THE STATE OF FINE WITHOUT
Section 9	
is. In	of the remaining general partner(s) to continue the business upon the event of withdrawal of a general partner, if there is at least one other general partner, the event of withdrawal of a general partner, the sess of the limited partnership may be carried on by the remaining general partner.
Section 1	0
Enter any	other matters the partners may desire to include. If additional space is required attach a supplement.
Attached	THE PROPERTY OF THE PROPERTY O
	are page(s): No other additional pages.
ection 1	are page(s): No other additional pages.
ection 1	are page(s): No other additional pages.
ection 1	are page(s): No other additional pages.
ection 1 Complete partners.	are page(s): No other additional pages.
ection 1 Complete partners.	no other additional pages. No other additional pages. No other additional pages. Section for each partner (general and limited). General partners must be listed first followed by limited.
Complete partners. Item 1	no other additional pages. No other additional pages. No other additional pages. I one section for each partner (general and limited). General partners must be listed first followed by limited. The type of partner must be either general or limited. Partner names of individuals must appear in the last name, first name, middle initial sequence.
Complete partners. Item 1 Item 2	one section for each partner (general and limited). General partners must be listed first followed by limi The type of partner must be either general or limited. Partner names of individuals must appear in the last name, first name, middle initial sequence. Partner names of trusts should be the trust name excluding the name of the trustee or trustees. Indicate the business or residence address of the partner. The address should include the street numb
Complete partners. Item 1 Item 2 Item 3	one section for each partner (general and limited). General partners must be listed first followed by limi The type of partner must be either general or limited. Partner names of individuals must appear in the last name, first name, middle initial sequence. Partner names of trusts should be the trust name excluding the name of the trustee or trustees. Indicate the business or residence address of the partner. The address should include the street numb and name, city, state, and ZIP code.
Complete partners. Item 1 Item 2 Item 3	one section for each partner (general and limited). General partners must be listed first followed by limited. The type of partner must be either general or limited. Partner names of individuals must appear in the last name, first name, middle initial sequence. Partner names of trusts should be the trust name excluding the name of the trustee or trustees. Indicate the business or residence address of the partner. The address should include the street numb and name, city, state, and ZIP code. S. 5 - LIMITED PARTNERS ONLY - ONE OR BOTH MUST BE COMPLETED If applicable, indicate the amount of cash previously contributed. If contributions have been made in the form of property or services, indicate the agreed dollar value of the contribution in the "other \$" st
ection 1 Complete partners. Item 1 Item 2 Item 3 Item 4 Item 4	one section for each partner (general and limited). General partners must be listed first followed by line. The type of partner must be either general or limited. Partner names of individuals must appear in the last name, first name, middle initial sequence. Partner names of trusts should be the trust name excluding the name of the trustee or trustees. Indicate the business or residence address of the partner. The address should include the street nume and name, city, state, and ZIP code. S. 5 - LIMITED PARTNERS ONLY - ONE OR BOTH MUST BE COMPLETED If applicable, indicate the amount of cash previously contributed. If contributions have been made in form of property or services, indicate the agreed dollar value of the contribution in the "other \$" and complete Item 6.

Section 11 Continued f. Type of Partner 2. Partner Name (see instructions for Section 11, Item 2) General Meijer Group, Inc. Limited 3. Address (No., Street, City, State, ZIP Code) 2929 Walker Avenue, N.W., Grand Rapids, MI 49544-9428 4. Contributions Previously Made (Limited Partners Only) 5. Future Contributions to be Made (Limited Partners Only) Cash \$_ Other \$_ Cash \$_ Other \$_ 6. Description of Contributions Other than Cash: (Include all property or services contributed or to be contributed) 7. Times or Events Requiring Future Contributions: (Cash, Property or Services) 8. Signature MEIJER GROUP, 9. Date 12/ 1/99 Moakes, Its Senior V.P. 1. Type of Partner 2. Partner Name (see instructions for Section 11, Item 2) General Meijer Distribution, Inc. XX Limited 3. Address (No., Street, City, State, ZIP Code) 2929 Walker Avenue, N.W., Grand Rapids, MI 49544-9428 4. Contributions Previously Made (Limited Partners Only) 5. Future Contributions to be Made (Limited Partners Only) Cash \$ 990.00 Other \$_ Cash \$_ Other\$_ 6. Description of Contributions Other than Cash: (Include all property or services contributed or to be contributed) 7. Times or Events Requiring Future Contributions: (Cash, Property or Services) 8. Signature METJER 9. Date 12/1/99 William S. Noakes, Its Senior V.P. 1. Type of Partner 2. Partner Name (see instructions for Section 11, Item 2) General Limited 3. Address (No., Street, City, State, ZIP Code) 4. Contributions Previously Made (Limited Partners Only) 5. Future Contributions to be Made (Limited Partners Only) Other \$ Cash \$_ Cash \$_ Other\$ 6. Description of Contributions Other than Cash: (Include all property or services contributed or to be contributed) 7. Times or Events Requiring Future Contributions: (Cash, Property or Services) 8. Signature 9. Date

Attachment A
to the
Certificate of Limited Partnership
of
Meijer Stores Limited Partnership

Section 8. The times or events at which the limited partnership is to be dissolved and its affairs wound up are:

- (a) Written consent of all the Partners;
- (b) The disposition of substantially all Partnership Property;
- (c) An event of withdrawal of a general partner (as defined in § 449.1402 of the Act), unless at the time there is at least one other general partner and the certificate of limited partnership permits the business of the limited partnership to be carried on by the remaining general partner and that partner does so, but the limited partnership is not dissolved and is not required to be wound up by reason of any event of withdrawal, if, within 90 days after the withdrawal, all remaining partners agree in writing to continue the business of the limited partnership and to the appointment of one or more additional general partners if necessary or desired; and
- (d) Entry of a decree of judicial dissolution under § 449.802 or § 449.803 of the Act.



Receipt of Conveyance Documents and Disbursement Statement

Owner Meijer Stores Limited Partnership Job No. Parcel No. 1

Parce	I No. 1					
The C	ity of Washingto	on (Grantee) ad	cknowledges Recei	pt of the f	ollowing:	
(Chec	☐ Perma	l Warranty Dee	ed covering 1,319 a t covering sq ion Easement cove	uare feet	square feet	
all loc BT da	ated in Tazewel ted <u>Eubruary</u> 2	ا County, Illinoi <u>ح</u> , 2021, exec	s as right of way fo uted by the undersi	r FAU Ro gned Gra	oute 6717 (US 24 B ntors.	us), Section 17-00120-00-
Grant	or and Grantee	agree as follow	rs:			
1.	consideration	for the deed, by	y Grantee is subjec	t to Grant	ee's approval of title	.00) to Grantor as total e and documentation and, Illinois State Finance Act.
2.		nts located, wh nless provided		the parce	el shall become the	property of the City of
3.	Grantor, in per unless provide	son or to the a d herein. Grar	ddress stated hereintor shall have the s	in, in the a	amount of the above	elivers a city warrant to e stated consideration, tion to protect, preserve on to Grantee.
4.	Grantor directs as follows:	Grantee to dis	sburse the above st	ated cons	sideration by warrar	nt or by separate warrants
	<u>Nar</u> Meijer Stores I Partnership		TIN/FEIN/SSN** 38-3496076		Address /alker Ave.NW Rapids, MI 49544	<u>Amount</u> \$18,000.00
						\$

^{*}If multiple names on the same warrant, list first and circle the name of the person or entity whose TIN/FEIN/SSN is entered above. If lien holder is to be paid by warrant, use Grantor's TIN or SSN with their name listed first and lien holder second. The first payee must match the TIN used.

^{**}Attach a current W-9 form for each TIN/FEIN/SSN.

- 5. NON-FOREIGN CERTIFICATION FIRPTA. Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor is a foreign person. For purposes of this paragraph, "Transferee" shall mean "Grantee" and "Transferor" shall mean "Grantor". To inform the Grantee that withholding of tax is not required upon the disposition of a U.S. real property interest by Grantor, the Grantor hereby certifies the following:
 - Transferor is the owner of the real property being conveyed;
 - b. Transferor is not a foreign person, entity, or disregarded entity (as such terms are defined in the Internal Revenue Code and Income Tax Regulations); and
 - c. Transferor's U.S. Taxpayer Identification Number and address set forth above are true and correct.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

6. This Receipt of Conveyance Documents and Disbursement Statement is the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the conveyance of parcel and improvements. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Date: Feb. 25, 2021		
Grantor: By: Meijer Group, Inc., General Partner	7	
Signature	Legal M -	Signature
Michael Flickinger, VP of Real Estate, Meijer Group, Inc.	Bus Mis	
Print Name (and Title, if applicable)	_	Print Name (and Title, if applicable)
Signature	_	Signature
Print Name (and Title, if applicable)	-	Print Name (and Title, if applicable)
Date: <u>March</u> , 2021		
Grantee:		
The City of Washington		
allonde Learle		
for City of Washington		

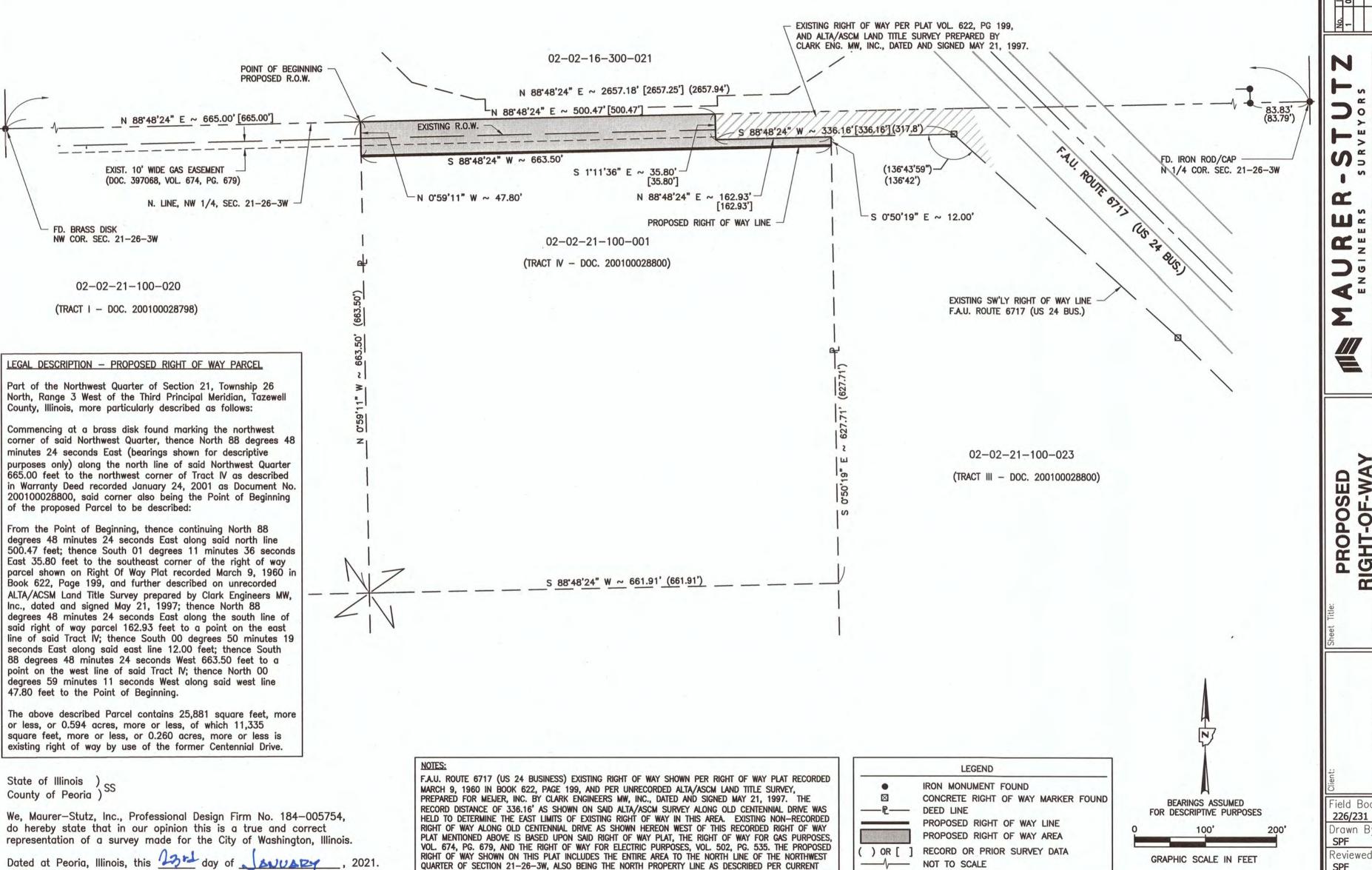
Initial

MEIJER STORES LIMITED PARTNERSHIP INC.

P.I.N. 02-02-21-100-001

PROPOSED RIGHT OF WAY

AREA = 25,881 SF \pm OR 0.594 ACRES \pm (OF WHICH 0.260 ACRES ± IS EXISTING R.O.W BY USE)



Y OF GTON, CIT

> Field Book: 226/231 Drawn By: SPF Reviewed By:

23718010.01 Drawing:

1 OF

PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 26 NORTH,

RANGE 3 WEST, 3RD PRINCIPAL MERIDIAN TAZEWELL COUNTY, ILLINOIS

F.A.U. ROUTE 6717 (US 24 BUS.) TAZEWELL COUNTY, ILLINOIS

WAL LAND

STEVEN

FORD

Nº 3653

FORIA

OF ILLIN

MAURER-STUTZ

7615 NORTH HARKER DRIVE PEORIA, ILLINOIS 61615 PH. (309) 693—7615 FAX (309) 693—7616 ENGINEERS SURVEYORS

STEVEN P. FORD ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3653 LICENSE EXPIRES: 11/30/2022

RIGHT OF WAY SHOWN ON THIS PLAT INCLUDES THE ENTIRE AREA TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 21-26-3W, ALSO BEING THE NORTH PROPERTY LINE AS DESCRIBED PER CURRENT DEED, AND SEPARATES OUT THAT AREA CONSIDERED EXISTING RIGHT OF WAY ALONG THIS PORTION OF OLD CENTENNIAL DR.

F.A.U. ROUTE 6713 (SBI ROUTE 8) EXISTING RIGHT OF WAY SHOWN PER RIGHT OF WAY PLAT RECORDED DECEMBER 1, 1995 AS DOCUMENT NO. 9512822.

MEASURED DISTANCES ARE GROUND DISTANCES. GROUND TO GRID COMBINED SCALE FACTOR IS 0.999952037. FIELD WORK COMPLETED DECEMBER 14, 2020.

RIGHT OF WAY PLAT

——√— NOT TO SCALE

GRAPHIC SCALE IN FEET

or

a

5

DRIVE PATH

RIGHT-OF-WAY

PROPOSED

15 December 2020 Project No.:

CITY OF WASHINGTON

MEIJER STORES LIMITED PARTNERSHIP INC.

1 OF

