

## **CERTIFICATE**

THE UNDERSIGNED CERTIFIES THAT SHE IS THE VILLAGE CLERK FOR THE VILLAGE OF MT. ZION, ILLINOIS, AND THAT THE VILLAGE COUNCIL AT A REGULARLY CONSTITUTED MEETING OF SAID VILLAGE COUNCIL OF THE VILLAGE OF MT. ZION ON THE 15<sup>TH</sup> DAY OF SEPTEMBER, 2025, ADOPTED ORDINANCE NO. 2025-16, A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET.

GIVEN UNDER MY HAND AND SEAL THIS 15<sup>TH</sup> DAY OF SEPTEMBER, 2025.

(SEAL)

  
\_\_\_\_\_  
DAWN REYNOLDS  
VILLAGE CLERK

**VILLAGE OF MT. ZION, ILLINOIS**

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**ORDINANCE NO. 2025- 16**

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE  
THIRD AMENDMENT TO THE REDEVELOPMENT AGREEMENT**

**by and between the  
VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS  
and  
LEWIS PROPERTY DEVELOPMENT, LLC  
and  
LEWIS RENTAL PROPERTIES, LLC**

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PASSED BY THE MAYOR AND BOARD OF TRUSTEES  
OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS,  
ON THE 15<sup>TH</sup> DAY OF SEPTEMBER, 2025.

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PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE VILLAGE BOARD OF  
TRUSTEES FOR THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS,  
THIS 15<sup>TH</sup> DAY OF SEPTEMBER, 2025.

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EFFECTIVE: SEPTEMBER 15, 2025



**MT. ZION RT. 121 TAX INCREMENT FINANCING (TIF) DISTRICT II AND  
MT. ZION BUSINESS DEVELOPMENT DISTRICT NO. 1**

**AN ORDINANCE APPROVING AND AUTHORIZING  
THE EXECUTION OF THE THIRD AMENDMENT TO  
THE REDEVELOPMENT AGREEMENT**

**by and between  
THE VILLAGE OF MT. ZION  
and  
LEWIS PROPERTY DEVELOPMENT, LLC  
and  
LEWIS RENTAL PROPERTIES, LLC**

**BE IT ORDAINED BY THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS  
THAT:**

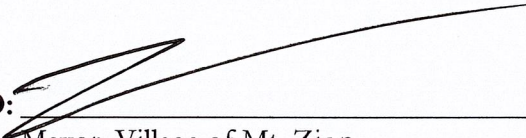
1. The Third Amendment to the Redevelopment Agreement by and between the Village of Mt. Zion and Lewis Property Development, LLC and Lewis Rental Properties, LLC, attached hereto as ***Exhibit "A,"*** is hereby approved.
2. The Mayor is hereby authorized and directed to enter into and execute on behalf of the Village said Third Amendment to the Redevelopment Agreement and the Village Clerk of the Village of Mt. Zion is hereby authorized and directed to attest such execution.
3. The Third Amendment to the Redevelopment Agreement shall be effective the date of its approval on the 15<sup>th</sup> day of September, 2025.
4. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

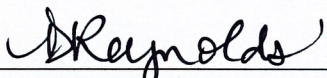
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**PASSED, APPROVED AND ADOPTED** by the Corporate Authorities of the Village of Mt. Zion, Macon County, Illinois, on the 15<sup>th</sup> day of September, 2025, and deposited and filed in the Office of the Village Clerk of said Village on that date.

MAYOR & TRUSTEES	AYE VOTE	NAY VOTE	ABSTAIN/ABSENT
Chris Siudyla			X
Evan West	X		
Jack Vance	X		
Randy Doty	X		
Nate Patrick			X
Phil Tibbs	X		
Lucas Williams, Mayor			
TOTAL VOTES	4	0	2

APPROVED:  \_\_\_\_\_, Date: 9 / 15 / 2025  
Mayor, Village of Mt. Zion

ATTEST:  \_\_\_\_\_, Date: 9 / 15 / 2025  
Village Clerk, Village of Mt. Zion

**ATTACHMENTS:**

**EXHIBIT A.** THIRD AMENDMENT TO THE REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF MT. ZION AND LEWIS PROPERTY DEVELOPMENT, LLC AND LEWIS RENTAL PROPERTIES, LLC

**EXHIBIT A**

**MT. ZION RT. 121 TAX INCREMENT FINANCING (TIF) DISTRICT II AND  
MT. ZION BUSINESS DEVELOPMENT DISTRICT NO. 1**

**THIRD AMENDMENT TO  
THE REDEVELOPMENT AGREEMENT**

**by and between**

**THE VILLAGE OF MT. ZION**

**and**

**LEWIS PROPERTY DEVELOPMENT, LLC**

**and**

**LEWIS RENTAL PROPERTIES, LLC**

**SEPTEMBER 15, 2025**



**MT. ZION RT. 121 TAX INCREMENT FINANCING (TIF) DISTRICT II AND  
MT. ZION BUSINESS DEVELOPMENT DISTRICT NO. 1  
THIRD AMENDMENT TO  
THE REDEVELOPMENT AGREEMENT  
by and between  
THE VILLAGE OF MT. ZION  
and  
LEWIS PROPERTY DEVELOPMENT, LLC  
and  
LEWIS RENTAL PROPERTIES, LLC**

**THIS THIRD AMENDMENT TO THE REDEVELOPMENT AGREEMENT** (including *Exhibits*) is entered into this 15<sup>th</sup> day of September, 2025, by and between the **VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS** (the “Village”), an Illinois Municipal Corporation, and **LEWIS PROPERTY DEVELOPMENT, LLC**, an Illinois Limited Liability Company, and **LEWIS RENTAL PROPERTIES, LLC**, an Illinois Limited Liability Company (collectively the “Developer”). Hereinafter the Village and the Developer, for convenience, may collectively be referred to as the “Parties.”

**PREAMBLE**

**WHEREAS**, the Village has the authority to promote the health, safety, and welfare of the Village and its citizens, and to prevent the spread of blight and deterioration and inadequate public facilities, by promoting the development of private investment property thereby increasing the tax base of the Village and providing employment for its citizens; and

**WHEREAS**, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 et seq., as amended (the “Act”), the Village has the authority to provide incentives to owners or prospective owners of real property to develop, redevelop, and rehabilitate such property by reimbursing the owner for certain costs from resulting increases in real estate tax revenues and enter into contracts with developers necessary or incidental to the implementation of its redevelopment plan pursuant to 65 ILCS 5/11-74.4-4(b) and (j); and

**WHEREAS**, pursuant to 65 ILCS 5/8-1-2.5 the Village is authorized to appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality; and

**WHEREAS**, on January 19, 2021, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or obsolete or a combination thereof, the Village approved a Redevelopment Plan and Projects, designated a Redevelopment Project Area and adopted Tax Increment Financing under the Act for the Mt. Zion Rt. 121 TIF District II (the “TIF District”); and

**WHEREAS**, on September 20, 2021, the Village and the Developer entered into a Redevelopment Agreement (the “Original Agreement”), wherein the Village agreed to extend incentives to provide reimbursement of certain TIF eligible project costs for the Developer’s Project on certain real property described in the Original Agreement and located within the TIF District (the “Property”); and



**WHEREAS**, on June 20, 2023, the Village approved the First Amendment to the Original Agreement; and

**WHEREAS**, on October 16, 2023, the Village approved the Second Amendment to the Original Agreement; and

**WHEREAS**, the Developer has commenced the Project pursuant to the Original Agreement; and

**WHEREAS**, the Developer owns certain “Additional Parcels” as described and hereby included in *Exhibit “A”* of the Original Agreement, and as attached hereto for this Third Amendment; and

**WHEREAS**, the Village hereby agrees to include said additional parcels to the Project for the purpose of allowing new real estate tax increment generated by such additional parcels, if any, to contribute toward the reimbursement of the Developer’s TIF eligible project costs incurred by the Developer for and pursuant to the reimbursement terms set forth in the Original Agreement as previously amended; and

**WHEREAS**, the Developer’s estimated TIF eligible project costs as described in the Original Agreement as previously amended are not increased or otherwise adjusted by this Third Amendment; and

**WHEREAS**, it is the intent of the Village to encourage economic development which will increase the real estate and municipal tax bases of the Village and the tax bases of other taxing bodies, which increased incremental taxes will be used, in part, to finance incentives to assist redevelopment projects undertaken within the TIF District; and

**WHEREAS**, the Village has the authority under the Act to incur Redevelopment Project Costs (“Eligible Project Costs”) and to reimburse Developer for such costs pursuant to 65 ILCS 11-74.4-4(j); and

**WHEREAS**, the Parties agree to further Amend the terms of the Original Agreement by this Third Amendment as set forth below.

### **THIRD AMENDMENT**

**NOW, THEREFORE**, for good and valuable consideration, the Parties agree to further amend the terms of the Original Agreement as follows:

#### **A. AMENDED DEFINITION OF “PROPERTY”**

The term “Property” in the Original Agreement shall be amended to include all of the properties listed in the attached **Amended Exhibit “A”**.

#### **B. AMENDED “EXHIBIT A”**

*Exhibit “A”* of the Original Agreement is hereby amended by replacing it, in its entirety, with the attached **Amended Exhibit “A”**.



The Property as listed in the attached ***Amended Exhibit "A"*** shall apply to the annual determination of real estate tax increment payable herein to the Developer pursuant to ***Section "C(1)"*** of the Original Agreement as previously amended on the condition that said Property is sold by the Developer for amounts which do not exceed the maximum sale prices listed in the attached ***Amended Exhibit "A"***.

### C. PRIOR AGREEMENT TERMS APPLY

All terms of the Original Agreement, the First Amendment and the Second Amendment and any Exhibits attached thereto shall apply to this Third Amendment and remain effective unless specifically modified by this Third Amendment to the Original Agreement.

**THIS AGREEMENT IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.**

**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at the Village of Mt. Zion, Illinois.

#### VILLAGE

**VILLAGE OF MT. ZION, ILLINOIS**, an  
Illinois Municipal Corporation

BY: \_\_\_\_\_

Mayor

Date: \_\_\_\_\_

9/15/2025

**ATTESTED BY:**

\_\_\_\_\_  
Village Clerk

Date: \_\_\_\_\_

9/15/2025

#### DEVELOPER

**LEWIS PROPERTY DEVELOPMENT,  
LLC**, an Illinois Limited Liability Company

BY: \_\_\_\_\_

Steven A. Lewis, President

Date: \_\_\_\_\_

9/4/25

**Attachment:**

**Exhibit A as Amended. Property List and Description.**



## AMENDED EXHIBIT "A"

The Property relating to the Developer's Project for which the Developer shall incur and be reimbursed for certain TIF eligible project costs as described in *Exhibit "C(1)"* of the Original Agreement as previously Amended include the following:

1. 12-17-04-230-010 ..... unknown address
2. 12-17-04-230-011 ..... unknown address
3. 12-17-04-231-006 ..... 318 W. Woodland Lane
4. 12-17-04-231-007 ..... 318 W. Woodland Lane
5. 12-17-04-232-001 ..... 1505 State Hwy. 121
6. 12-17-04-232-002 ..... 1505 State Hwy. 121
7. 12-17-04-232-003 ..... 1445 State Hwy. 121
8. 12-17-04-232-004 ..... 1435 State Hwy. 121
9. 12-17-04-232-005 ..... 1425 State Hwy. 121
10. 12-17-04-232-007 ..... 1355 State Hwy. 121

Lots One (1), Two (2), Three (3) and Four (4) of R.L. Smith First Addition, as per Plat recorded in Book 1832, page 820 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

AND

Lots Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10) of Gustin's Subdivision of Lot Three (3) of the Assessor's Subdivision of Lot Three (3) of the Northeast Quarter (NE.1/4) of Section Four (4), Township Fifteen (15) North, Range Three (3) East of the Third (3rd) Principal Meridian, as per Plat recorded in Book 683, page 22 of the records in the Recorder's Office of Macon County, Illinois, except that portion of the above described Lots which has been taken by the State of Illinois as right-of-way for State Highway 121. Situated in Macon County, Illinois.

All of the above being more particularly described as follows:

Beginning at an existing iron pin marking the Southwest corner of said R.L. Smith First Addition, also being the Southwest corner of Lot 4 of said R.L. Smith First Addition; thence N.0°46'17"W.-979.96 feet along the West line of said R.L. Smith First Addition, also being the West line of said Lot 4 to an existing iron pin marking the Northwest corner thereof; thence N.89°22'00"E.-262.79 feet along the North line of said R.L. Smith First Addition, also being the North line of said Lot 4 to an existing iron pin marking the Northeast corner thereof; thence N.0°54'39"W.-9.80 feet along the West line of Lot 10 of said Gustin's Subdivision to an existing iron pin marking the Northwest corner of said Lot 1 O; thence N.89°15'12"E.-415.17 feet along the North line of said Lot 10 to an existing iron pin on the West right of way line of Illinois Route 121; thence S.0°56'49"E.- 599.48 feet along said West right of way line to an existing iron pin on the South line of Lot 5 of said Gustin's Subdivision; thence S.89°15'43"W.-415.48 feet along the South line of said Lot 5 to an existing iron pin marking the Southwest corner thereof; said iron pin being on the East line of said R.L. Smith First Addition; thence S.0°57'29"E.-389.79 feet along said East line to an existing iron pin marking the Southeast of said R.L. Smith First Addition, also being the Southeast corner of Lot 1 of said R.L. Smith First Addition; thence S.89°14'44"W.-265.56 feet along the South line of said R.L. Smith First Addition to the point of beginning, containing 11.65 acres, more or less.



The following Additional Property which is owned by the Developer is hereby added by the Third Amendment and is included in the definition of the Developer's Property for the purpose of determining the real estate tax increment which may be payable by the Village to the Developer for the Project pursuant to **Section "C(1)"** of the Original Agreement as previously amended. Such Additional Property shall apply to the annual determination of real estate tax increment payable herein to the Developer on the condition that said Additional Property is sold by the Developer for amounts which do not exceed the maximum sale prices as listed herein.

Subdivision	Parcel Number	Address	Max. Sale Price
Brighton Park	12-17-03-102-077	1392-1398 Mt. Zion Parkway	\$19,000
Brighton Park	12-17-03-102-026	1372-1378 Mt. Zion Parkway	\$19,000
Brighton Park	12-17-03-102-060	1377-1381 Mt. Zion Parkway	\$19,000
Brighton Park	12-17-03-102-067	1379 Community Drive	\$15,000
Brighton Park	12-17-03-102-066	1375 Community Drive	\$15,000
Brighton Park	12-17-03-102-065	1369 Community Drive	\$15,000
Brighton Park	12-17-03-102-064	1365 Community Drive	\$15,000
Brighton Park	12-17-03-102-063	1359 Community Drive	\$15,000
Brighton Park	12-17-03-102-062	1355 Community Dive	\$15,000
Brighton Park	12-17-03-102-061	1345 Community Drive	\$15,000
<del>Brighton Park</del>	12-17-03-102-059	1378 Community Drive	\$15,000
Brighton Park	12-17-03-102-058	1374 Community Drive	\$15,000
Brighton Park	12-17-03-102-057	1368 Community Drive	\$15,000
<del>Brighton Park</del>	12-17-03-102-056	1364 Community Drive	\$15,000
Brighton Park	12-17-03-102-055	1358 Community Drive	\$15,000
Brighton Park	12-17-03-102-054	1354 Community Drive	\$15,000
<del>Brighton Park</del>	12-17-03-102-053	1348 Community Drive	\$15,000
Brighton Park	12-17-03-102-052	1344 Community Drive	\$15,000
Brighton Park	12-17-03-102-051	1338 Community Drive	\$15,000
<del>Brighton Park</del>	12-17-03-102-050	1334 Community Drive	\$15,000
Brighton Park	12-17-03-102-049	1328 Community Drive	\$15,000
Brighton Park	12-17-03-102-048	1324 Community Drive	\$15,000
Brighton Park	12-17-03-102-043	1363 Mt. Zion Parkway	\$15,000
Brighton Park	12-17-03-102-042	1359 Mt. Zion Parkway	\$15,000
Brighton Park	12-17-03-102-041	1355 Mt. Zion Parkway	\$15,000
<del>Brighton Park</del>	12-17-03-102-040	1353 Mt. Zion Parkway	\$15,000
Brighton Park	12-17-03-102-039	1349 Mt. Zion Parkway	\$15,000
Brighton Park	12-17-03-102-038	1345 Mt. Zion Parkway	\$15,000
Brighton Park	12-17-03-102-037	1343 Mt. Zion Parkway	\$15,000
Mt. Zion Village East 5th (Lot 2)	Unavailbale	August Hill Drive	\$50,000
Mt. Zion Village East 5th (Lot 3)	Unavailbale	August Hill Drive	\$50,000
Mt. Zion Village East 5th (Lot 4)	Unavailbale	August Hill Drive	\$50,000



