



City of Wilmington
1165 South Water Street
Wilmington, IL 60481

Agenda
Regular City Council Meeting
Wilmington City Hall
Council Chambers
April 18, 2017
7:00 p.m.

I. Call to Order

II. Pledge of Allegiance

III. Roll Call by City Clerk

John Persic, Jr.	Kevin Kirwin
Kirby Hall	Larry Hall
Joe VanDuyne	Fran Tutor
Steve Evans	Frank Studer

Mayor Orr: I declare that the regular meeting of the City Council on April 18, 2017 is now in session at _____ p.m.

IV. Approval of Minutes of the April 5, 2017 Regular City Council Meeting

V. Mayor's Report

1. Swearing in of K9 Officer Mao
2. Alexander Day, Eagle Scout Project ó City Cleanup on April 22nd

VI. Citizens Comments

All citizens wishing to speak please state your name and/or sign in with the City Clerk for record keeping purposes

VII. Planning & Zoning Commission

1. The next scheduled meeting is Thursday, May 4, 2017 at 5:00 p.m.

VIII. Committee Reports

A. Buildings, Grounds, Parks, Health & Safety Committee

AMENDMENT No. 1
Posting Date:
4/13/2017 2:29 PM jjz

Co-Chairs – John Persic, Jr. & Joe VanDuyne

1. The next scheduled meeting is Wednesday, May 9, 2017 at 5:30 p.m.

B. Water, Sewer, Streets & Alleys Committee
Co-Chairs – Frank Studer & Kevin Kirwin

1. The next scheduled meeting is Wednesday, May 9, 2017 at 6:00 p.m.

C. Police & ESDA Committee
Co-Chairs – Frank Studer & Fran Tutor

1. The next scheduled meeting is Tuesday, May 8, 2017 at 5:30 p.m.

D. Finance, Administration & Land Acquisition Committee
Co-Chairs – Frank Studer & Fran Tutor

1. Approve the Accounting Reports as Presented by the City Accountant
2. Approve Ordinance No. 17-04-18-01 ó An Ordinance Providing for Supplemental Appropriation and Line Item Transfers for the Fiscal Year Beginning May 1, 2016 and Ending April 30, 2017
3. Approve the Proceed At Own Risk Agreement By and Between Adar Ridgeport Industrial Partners, LLC and the City of Wilmington
4. The next scheduled meeting is Tuesday, May 16, 2017 at 6:00 p.m.

E. Ordinance & License Committee
Co-Chairs – Kirby Hall & Steve Evans

1. The next scheduled meeting is Tuesday, May 8, 2017 at 6:00 p.m.

F. Personnel & Collective Bargaining Committee
Co-Chairs – Larry Hall & John Persic, Jr.

Nothing to report at this time

IX. City Engineer's Report

X. City Administrator's Report

XI. Attorney's Report

XII. Adjournment

The next regular City Council meeting is Tuesday, May 2, 2017 at 7:00 p.m.

AMENDMENT No. 1
Posting Date:
4/13/2017 2:29 PM jjz

DRAFT

**Minutes of the Regular Meeting of the
Wilmington City Council**
Wilmington City Hall
1165 South Water Street
Tuesday, April 5, 2017

Call to Order

The Regular Meeting of the Wilmington City Council on April 5, 2017 was called to order at 7:00 p.m. by Mayor Orr in the Council Chambers of the Wilmington City Hall.

Roll Call

Upon Roll Call by the Clerk the following members of the corporate authorities answered "Here" or "Present":

Aldermen Present Persic, L. Hall, K. Hall, Van Duyne, Tutor, Kirwin, Evans, Studer

Quorum

There being a sufficient number of members of the corporate authorities in attendance to constitute a quorum, the meeting was declared in order.

Other Officials in Attendance

Also in attendance were the Interim City Administrator Frank Koehler, Deputy City Clerk Joie Ziller, City Accountant Kim Doglio and Attorney John Urban

Approval of Minutes

Alderman Studer made a motion and Alderman Tutor seconded to approve the March 21, 2017 Regular City Council meeting minutes and have them placed on file

Upon roll call, the vote was:

AYES: 5 Aldermen Persic, Tutor, Kirwin, Evans, Studer

NAYS: 0

PASS: 3 Aldermen L. Hall, K. Hall, Van Duyne

The motion carried.

Mayor's Report

Mayor Orr stated that yesterday was the election and thanked everyone who came out to vote.

Citizen Comments

No comments were made.

Planning & Zoning Commission

The next meeting is scheduled for Thursday, May 4, 2017 at 5:00 p.m.

Committee Reports

DRAFT

Buildings, Grounds, Parks, Health & Safety Committee
Co-Chairs – John Persic Jr. & Joe VanDuyne

The next scheduled meeting is Wednesday, April 12, 2017 at 5:30 p.m.

Water, Sewer, Streets and Alleys Committee
Co-Chairs – Frank Studer & Kevin Kirwin

The next scheduled meeting is Wednesday, April 12, 2017 at 6:00 p.m.

Police & ESDA Committee
Co-Chairs – Frank Studer & Fran Tutor

The next scheduled meeting is Tuesday, April 11, 2017 at 5:30 p.m.

Finance, Administration & Land Acquisition Committee
Co-Chairs – Frank Studer & Fran Tutor

Alderman Studer made a motion and Alderman Kirwin seconded to approve the Accounts Payable Report dated April 5, 2017 in the amount of \$389,707.50 as presented by the City Accountant

Upon roll call, the vote was:

AYES: 8 Aldermen Persic, L. Hall, K. Hall, Van Duyne, Tutor, Kirwin, Evans, Studer

NAYS: 0

The motion carried.

Alderman Studer made a motion and Alderman L. Hall seconded to approve the Annexation Agreement with Barney Castillo, PIN 03-17-35-100-003-0000

Discussion: Alderman Studer stated that after speaking with Mr. Castillo along with discussions at the last several meetings he has no intention of supporting this and will be voting no. Alderman Evans indicated that he feel the same way about this.

Upon roll call, the vote was:

AYES: 0

NAYS: 8 Aldermen Persic, L. Hall, K. Hall, Van Duyne, Tutor, Kirwin, Evans, Studer

The motion denied.

Alderman Studer made a motion and Alderman L. Hall seconded to approve An Ordinance Annexing Certain Territory to the City of Wilmington, Will County, Illinois (03-17-35-100-003-0000, Petitioner Castillo)

Upon roll call, the vote was:

AYES: 0

NAYS: 8 Aldermen Persic, L. Hall, K. Hall, Van Duyne, Tutor, Kirwin, Evans, Studer

The motion denied.

DRAFT

Attorney Urban stated that #4 on the agenda, An Ordinance Rezoning Annexed Property ó I2 Light Industrial (03-17-35-100-003-0000, Petitioner Castillo) is moot.

The next scheduled meeting is Tuesday, April 18, 2017 at 6:00 p.m.

Ordinance & Licensing Committee
Co-Chairs – Kirby Hall & Steve Evans

The next scheduled meeting is Tuesday, April 11, 2017 at 6:00 p.m.

Personnel & Collective Bargaining Committee
Co-Chairs – Larry Hall & John Persic Jr.

Nothing at this time.

Interim City Administrator’s Report

Interim City Administrator Koehler summary is attached for reference.

Attorney’s Report

Attorney Urban informed the Council that since the last meeting he has been working on the UPRR-HSR Railroad Utility License Agreements.

Adjournment

Motion to adjourn the meeting made by Alderman Tutor and seconded by Alderman L. Hall. Upon voice vote, the motion carried. The Regular Meeting of the City of Wilmington City Council held on April 5, 2017 adjourned at 7:09 p.m.

Respectfully submitted,



Joie Ziller, Deputy City Clerk

City of Wilmington

Check Register Meeting Date: April 18, 2017



Check#	Date	Vendor/Employee	Amount
Fund	1	General Corporate Fund	
0	4/18/2017	Payroll Sweep	68,297.11
0	4/18/2017	WEX	2,651.81
0	4/18/2017	Misc Vendors	804.50
18832	4/18/2017	Brown's Building Maintenance, Inc.	2,562.00
18833	4/18/2017	Cintas First Aid & Safety	212.32
18834	4/18/2017	Comcast	159.35
18835	4/18/2017	ComEd	54.06
18836	4/18/2017	Jeremy DeVivo	549.00
18837	4/18/2017	DTW Inc	93.75
18838	4/18/2017	Fisher Auto Parts Inc	137.48
18839	4/18/2017	Fleet Safety Supply	2,947.03
18840	4/18/2017	GovTemps USA, LLC	3,370.50
18841	4/18/2017	DS Waters of America Hinckley Springs	77.39
18842	4/18/2017	Illinois Power Marketing	6,318.54
18843	4/18/2017	Frank Koehler	233.26
18845	4/18/2017	Menards Bradley	178.92
18846	4/18/2017	Stuart Regan	494.30
18847	4/18/2017	Robert E Hamilton Cons Eng	85.00
18848	4/18/2017	Staples Advantage	248.85
18849	4/18/2017	TA Operating, LLC	54.00
18850	4/18/2017	John Urban	425.50
18851	4/18/2017	Air Gas USA, LLC	55.93
18852	4/18/2017	Area Tree N Turf	350.00
18853	4/18/2017	Clark Baird Smith, LLC	5,360.00
18854	4/18/2017	D'Orazio Ford	1,129.39
18855	4/18/2017	First Tactical	64.99
18857	4/18/2017	G & D Tire Alignment	116.00
18858	4/18/2017	Hey & Associates, Inc.	10,298.33
18859	4/18/2017	Konica Minolta	457.45
18860	4/18/2017	William McCluskey	15.00
18861	4/18/2017	TA Operating, LLC	53.55
18862	4/18/2017	TransUnionsRisk&Alternative Data Solutions, Inc.	38.60
18863	4/18/2017	True North Consultants	1,700.00
18864	4/18/2017	Universal, Inc.	100.48
18865	4/18/2017	Whitmore Investments Inc	933.71
18866	4/18/2017	Will County Animal Control	400.00
18868	4/18/2017	Revolution Branding, Inc.	1,528.94
TOTAL:			112,557.04

Fund	2	Water Operating M & R Fund	
0	4/18/2017	US Post Office	490.59
0	4/18/2017	Payroll Sweep	15,537.94
0	4/18/2017	WEX	255.31
9752	4/18/2017	G W Communications	790.65
9753	4/18/2017	Linde Inc	1,229.28
9755	4/18/2017	PDC Labs Inc	165.75
9756	4/18/2017	Staples Advantage	491.92
9757	4/18/2017	John Surman	143.44
9758	4/18/2017	Viking Chemical Company	3,970.15
9759	4/18/2017	Waste Management Of Il SW	36,107.21
9760	4/18/2017	Comcast	104.85
9765	4/18/2017	Viking Chemical Company	577.50
9766	4/18/2017	Whitmore Investments Inc	269.62
TOTAL:			<u>60,134.21</u>

Fund	3	Sewer Capital Project Fund	
0	4/18/2017	Payroll Sweep	453.20
TOTAL:			<u>453.20</u>

Fund	4	Sewer Operating M & R Fund	
0	4/18/2017	US Post Office	490.59
0	4/18/2017	Payroll Sweep	12,986.79
0	4/18/2017	WEX	212.60
0	4/18/2017	Misc Vendor	125.00
9745	4/18/2017	Arro Laboratories Inc	74.23
9746	4/18/2017	Clennon Electric Co Inc	15,112.53
9747	4/18/2017	Consolidated Pipe & Supply Co., Inc.	160.08
9749	4/18/2017	Environmental Resource Associates	1,083.20
9750	4/18/2017	Enviroscience, Inc.	800.00
9751	4/18/2017	Fisher Auto Parts Inc	138.94
9752	4/18/2017	G W Communications	790.65
9754	4/18/2017	Menards Bradley	467.81
9761	4/18/2017	Nestle Water North America	48.57
9762	4/18/2017	Nicor	422.49
9764	4/18/2017	Carrie Steiner	613.92
9766	4/18/2017	Whitmore Investments Inc	830.38
TOTAL:			<u>34,357.78</u>

Fund	5	DFC Federal Grant Fund	
1353	4/10/2017	The Fun Ones Moonjump Inc.	480.00
0	4/12/2017	Better Business Planning Inc.	2,625.11
TOTAL:			<u>3,105.11</u>

Fund	6	Motor Fuel Tax Fund	
3654	4/18/2017	Cargill Incorporated	3,002.28
TOTAL:			<u>3,002.28</u>

Fund	7	ESDA Fund	
0	4/18/2017	WEX Bank	234.96
18844	4/18/2017	Liberty Fire Equipment Inc	18.00
18865	4/18/2017	Whitmore Investments Inc	78.18
TOTAL:			<u>331.14</u>

Fund	17	Water Capital Project Fund	
0	4/18/2017	Payroll Sweep	1,359.60
9748	4/18/2017	DTW Inc	4,512.00
9763	4/18/2017	S A Issert Construction Inc	25,000.00
TOTAL:			<u>30,871.60</u>

Fund	21	Mobile Equipment Fund	
18867	4/18/2017	Ford Motor Credit Co. LLC	13,839.65
TOTAL:			<u>13,839.65</u>

Fund	24	Capital Project Fund	
2028	4/18/2017	Hey & Associates, Inc.	5,474.75
2029	4/18/2017	Spesia & Ayers	6,303.77
TOTAL:			<u>11,778.52</u>

Fund	25	RidgePort TIF#2 Fund	
0	4/18/2017	IL Tax Increment Assoc	300.00
1110	4/18/2017	Frank Koehler	157.29
1111	4/18/2017	Peckham Guyton Albers & Viets, In	2,636.25
1114	4/18/2017	Adar Ridgeport Industrial Partners, LLC	45,368.69
1115	4/18/2017	Michelin North America, Inc.	808,462.52
1116	4/18/2017	Ridge Lego Partners, LLC	115.60
1117	4/18/2017	Ridgeport Partners I, LLC	786.82
TOTAL:			<u>857,827.17</u>
GRAND TOTAL:			<u><u>1,128,257.70</u></u>

Larry Hall

Kirby Hall

Steve Evans

John Persic, Jr.

Kevin Kirwin

Frank Studer

Joe VanDuyne

Fran Tutor

Approved: April 18,2017

ORDINANCE NO. 17-04-18-01

AN ORDINANCE PROVIDING FOR LINE ITEM TRANSFERS FOR THE FISCAL YEAR BEGINNING MAY 1, 2016 AND ENDING APRIL 30, 2017

WHEREAS, The City Council of the Wilmington passed Ordinance Number 16-06-21-01, adopted June 21, 2016, which was the annual Appropriation Ordinance for the Fiscal Year beginning May 1, 2016 and ending April 30, 2017; and

WHEREAS, the Mayor and City Council, since the passage of Ordinance 16-06-21-01, it is in the best interest of the City and its citizens that Line Item Transfers be made to cover expenses that the City Council could not predict when the annual Appropriation Ordinance was passed; and

WHEREAS, The City Council, at any time after the first half of each fiscal year, has authority by a two-thirds vote, to make transfers within any department, of sums of money appropriated for one purpose to another purpose in excess of the 5% limitation, pursuant to 65 ILCS 5/8-2-7.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILMINGTON, ILLINOIS, AS FOLLOWS:

Section 1:

That the amounts hereinafter set forth, outlined in Exhibit A, be transferred from the line items so indicated and in the amounts as listed under the caption TRANSFERS FROM to the line items so indicated and in the amounts as listed under the caption TRANSFERS TO.

Section 2:

The preambles of the Ordinance are made an integral part of the Ordinance and shall carry the force and effect of law.

Section 3: Severability

If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

Section 4:

This Ordinance shall be in full force and effect upon its passage and approval in the manner required by law.

PASSED this 18th day of April , 2017 with _____ members voting aye, _____ members voting nay, the Mayor _____ voting, with _____ members abstaining or passing and said vote being:

John Persic, Jr. _____
Larry Hall _____
Fran Tutor _____
Steve Evans _____

Kevin Kirwin _____
Kirby Hall _____
Joe VanDuyne _____
Frank Studer _____

Approved this 18th day of April, 2017

J. Marty Orr, Mayor

Attest:

Joie Ziller, Deputy City Clerk

PROCEED AT OWN RISK AGREEMENT

THIS PROCEED AT OWN RISK AGREEMENT ("**Agreement**") is made this ____ day of _____, 2017, and is by and between ADAR RIDGEPORT INDUSTRIAL PARTNERS, LLC, a Delaware limited liability company ("**Park Owner**"), and the CITY OF WILMINGTON, ILLINOIS, an Illinois municipal corporation ("**City**") (Park Owner and the City are, collectively, "**Parties**").

WITNESSETH:

WHEREAS, the City and Park Owner are parties to that certain Annexation Agreement dated May 4, 2010, which was recorded with the Office of the Recorder of Will County, Illinois on May 25, 2010, as Document Number R2010052538 ("**Original Agreement**"), which Original Agreement was amended by the terms of that certain First Amendment to Annexation Agreement dated October 19, 2010, which was recorded with the Office of the Recorder of Will County, Illinois on March 10, 2011, as Document Number R2011026147 ("**First Amendment**"); and by the terms of that certain Second Amendment to Annexation Agreement dated December 7, 2010, which was recorded with the Office of the Recorder of Will County, Illinois, on March 10, 2011, as Document Number R2011026148 ("**Second Amendment**"); and by the terms of that certain Third Amendment to Annexation Agreement dated March 6, 2012, which was recorded with the Office of the Recorder of Will County, Illinois on October 15, 2012, as Document Number R2012114455 ("**Third Amendment**"); and by the terms of that certain Fourth Amendment to Annexation Agreement dated May 16, 2014, which was recorded with the Office of the Recorder of Will County, Illinois, on June 12, 2014, as Document Number R2014049675 ("**Fourth Amendment**"); and by the terms of that certain Fifth Amendment to Annexation Agreement dated October 7, 2014, which was recorded with the Office of the Recorder of Will County, Illinois on November 22, 2014, as Document Number R2014103758 ("**Fifth Amendment**"); and by the terms of that certain Sixth Amendment to Annexation Agreement dated December 19, 2014, which was recorded with the Office of the Recorder of Will County, Illinois on December 19, 2014, as Document Number R2014109840 ("**Sixth Amendment**"); and by the terms of that certain Seventh Amendment to Annexation Agreement dated March 29, 2016, which was recorded with the Office of the Recorder of Will County, Illinois on March 31, 2016, as Document Number R2016023368 ("**Seventh Amendment**"); and by the terms of that certain Eighth Amendment to Annexation Agreement dated April 26, 2016, and recorded with the Office of the Recorder of Will County, Illinois on May 2, 2016, as Document No. R2016031725 ("**Eighth Amendment**"); and by the terms of that certain Ninth Amendment to Annexation Agreement dated November 17, 2016, which was recorded with the Office of the Recorder of Will County, Illinois on December 1, 2016, as Document Number R2016097600 ("**Ninth Amendment**") (the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, and Ninth Amendment are collectively referred to herein as the "**Annexation Agreement Amendments**") (the Original Agreement, as amended by Annexation Agreement Amendments, is referred to herein as the "**Annexation Agreement**"); and

WHEREAS, The Annexation Agreement affects the property legally described in **Exhibit A** ("**Property**"); and

WHEREAS, Section 7 of the Annexation Agreement provides that the Roads¹ are to be constructed in phases on an “as needed” basis, and that the City may withhold a final certificate of occupancy for a Building Site until Park Owner constructs and extends requisite Roads (“**Road Requirement**”); and

WHEREAS, Park Owner is constructing on a portion of the Property legally described in **Exhibit B (“General Mills Parcel”)** a building and other improvements to be occupied by General Mills; and

WHEREAS, to fully comply with the technical provisions related to the Road Requirement with regards to the General Mills Parcel, Park Owner may need to construct an extension to Ridgeway Boulevard (“**Ridgeway Boulevard Extension**”); and

WHEREAS, the Ridgeway Extension is not necessary at this time to provide adequate access for ingress and egress to the General Mills Parcel or to serve other parcels on the Property or in the City; and

WHEREAS, Park Owner has not yet received all applicable federal, State, and local approvals and permits to construct the Ridgeway Boulevard Extension and it is unlikely, despite its best efforts, that Park Owner will receive such approvals and permits prior to the date on which the General Mills Parcel will be otherwise entitled to a final certificate of occupancy; and

WHEREAS, the City agrees to issue a final certificate of occupancy for the General Mills Parcel prior to completion of the Ridgeway Boulevard Extension upon the Park Owner’s satisfaction of all applicable federal, State, or local laws, statutes, regulations, ordinances, and the provisions of the Annexation Agreement (other than the Road Requirement) for such certificate of occupancy;

NOW, THEREFORE, Park Owner and the City hereby agree as follows:

1. The foregoing recitals are incorporated herein by reference as if fully set forth herein.
2. Park Owner acknowledges and agrees that: (a) Park Owner proceeds with the construction and occupancy of the General Mills Parcel upon the issuance of a final certificate of occupancy at its sole and absolute risk; and (b) the Park Owner will construct the Ridgeway Boulevard Extension upon the receipt of all applicable federal, State, and local approvals for the

¹ All capitalized terms not defined in this Agreement shall have the same meanings ascribed to them in the Annexation Agreement.

construction of Ridgeway Boulevard Extension unless the Annexation Agreement is amended to relieve Park Owner of its obligations to the construct the Ridgeway Boulevard Extension.

3. Park Owner acknowledges and agrees that:

A. nothing in this Agreement shall serve or be deemed an amendment to the Annexation Agreement; and

B. nothing in this Agreement requires the City to issue a final certificate of occupancy for the General Mills Parcel unless Park Owner satisfies all applicable requirements of applicable federal, State, and local laws, statutes, regulations, ordinances, and the Annexation Agreement other than the Road Requirement as it applies to the Ridgeway Boulevard Extension.

4. Park Owner hereby agrees to release, indemnify, and hold harmless the City, its agents, servants, officials, attorneys, and employees from and against any and all injuries, damages, claims, liabilities, demands, causes of action, losses, suits, expenses, liabilities, and judgments of any and all nature and kind whatsoever, including without limitation costs, expenses, and attorneys' fees, arising out of, occasioned by, connected with, or in any way attributable to this Agreement.

5. This Agreement may not be modified, amended or annulled without the express, prior written approval of the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first above written.

ATTEST:

CITY OF WILMINGTON, an Illinois
municipal corporation

Frank Koehler
City Administrator

ATTEST:

**ADAR RIDGEPORT INDUSTRIAL
PARTNERS, LLC**, a Delaware limited
liability company,

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

I, _____, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, the _____ of the **CITY OF WILMINGTON**, and Illinois municipal corporation, and _____, the _____ of said municipality, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they, being thereunto duly authorized, signed and delivered said instrument as their own free and voluntary acts, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this ___ day of _____, 2017.

Notary Public

My Commission expires

STATE OF _____)
) SS.
COUNTY OF _____)

I, _____, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, the _____ of **ADAR RIDGEPORT INDUSTRIAL PARTNERS, LLC**, a Delaware limited liability company, and _____, the _____ of said company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they, being thereunto duly authorized, signed and delivered said instrument as their own free and voluntary acts, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this ___ day of _____, 2017.

Notary Public

My Commission expires

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17 (EXCEPTING THAT PART DEDICATED TO THE PEOPLE OF THE STATE OF ILLINOIS FOR THE PURPOSE OF A PUBLIC HIGHWAY RECORDED IN BOOK 1241, PAGE 145 AS DOCUMENT NO. 738997) LYING SOUTH AND EAST OF THE RIGHT-OF-WAY OF THE RAILROAD AS NOW LOCATED, (EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE DUE WEST ALONG THE CENTER LINE OF STATE ROUTE NO. 31, FOR A DISTANCE OF 1080.53 FEET; THENCE SOUTH 37 DEGREES 36 MINUTES WEST, FOR A DISTANCE OF 44.13 FEET TO THE INTERSECTION OF THE EXISTING SOUTH RIGHT-OF-WAY LINE OF STATE AID ROUTE NO. 31 AND THE EXISTING SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD COMPANY, SAID INTERSECTION BEING THE POINT OF BEGINNING; CONTINUING THENCE SOUTH 37 DEGREES 36 MINUTES WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD COMPANY, FOR A DISTANCE OF 103.21 FEET; THENCE SOUTH 80 DEGREES 15 MINUTES 30 SECONDS EAST, FOR A DISTANCE OF 96.50 FEET; THENCE NORTH 02 DEGREES 20 MINUTES EAST FOR A DISTANCE OF 98.18 FEET TO SAID EXISTING SOUTH RIGHT-OF-WAY LINE OF STATE AID ROUTE NO. 31; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY FOR A DISTANCE OF 36.10 FEET, MORE OR LESS, TO THE POINT OF BEGINNING); (ALSO EXCEPTING THEREFROM THE NORTH 40 RODS (660 FEET) OF THE EAST 40 RODS (660 FEET) OF SAID EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17, IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO:

THE NORTH 58 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO:

THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO:

THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THAT PART DEDICATED TO THE PEOPLE OF THE STATE OF ILLINOIS FOR THE PURPOSE OF A PUBLIC HIGHWAY RECORDED IN BOOK 1241, PAGE 201 AS DOCUMENT NO. 741373;

ALSO:

THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO:

THE EAST HALF OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS: THAT PART THEREOF LYING NORTHERLY AND NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF RELOCATED LORENZO ROAD PURSUANT TO DOCUMENT R2002-100752; THAT PART SITUATED WITHIN THE RIGHT-OF-WAY OF THE WEST FRONTAGE ROAD ON THE WEST SIDE OF INTERSTATE ROUTE 55 PURSUANT TO SAID DOCUMENT R2002-100752; THAT PART LYING NORTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF LORENZO ROAD AS DEDICATED BY DOCUMENT NO. 740521; AND THAT PART THEREOF FALLING WITH-IN THE RIGHT-OF-WAY OF INTERSTATE ROUTE 55, ALSO EXCEPTING THEREFROM THE WEST 100.00 FEET OF THE FOLLOWING DESCRIBED TRACT: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 2389.57 FEET TO AN IRON PIN, WHICH IS THE POINT OF BEGINNING; THENCE SOUTH AT AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS TO THE LEFT OF A PROLONGATION OF THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT FOR A DISTANCE OF 243.71 FEET, TO AN IRON PIN; THENCE WEST AT AN ANGLE OF 90 DEGREES 00 MINUTES TO THE RIGHT OF A PROLONGATION OF THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT FOR A DISTANCE OF 208.71 FEET, TO AN IRON PIN; THENCE NORTH AT AN ANGLE OF 90 DEGREES 00 MINUTES TO THE RIGHT OF A PROLONGATION OF THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT FOR A DISTANCE OF 243.71 FEET TO AN IRON PIN ON THE NORTH LINE OF SECTION 16 (CENTERLINE OF LORENZO ROAD); THENCE EAST ALONG SAID NORTH LINE A DISTANCE OF 208.71 FEET TO THE POINT OF BEGINNING.

ALSO:

THE NORTH HALF OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21;

ALSO EXCEPTING THEREFROM THE EAST 539.50 FEET OF THE WEST 548.00 FEET OF THE NORTH 528.68 FEET OF THE SOUTH 1520.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21;

ALSO EXCEPTING THEREFROM THE WEST 548.00 FEET OF THE SOUTH 991.32 FEET OF THE EAST HALF OF NORTHWEST QUARTER OF SAID SECTION 21;

ALSO EXCEPTING THEREFROM THE EAST 363.00 FEET OF THE WEST 911.00 FEET OF THE SOUTH 197.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21;

ALSO EXCEPTING THEREFROM THE NORTH 1.00 FEET OF THE SOUTH 198.00 FEET OF THE EAST 117.00 FEET OF THE WEST 665.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21;

ALSO EXCEPTING THEREFROM THAT PART OF THE NORTH HALF OF SAID SECTION 21, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 21; THENCE SOUTH 87 DEGREES 54 MINUTES

24 SECONDS WEST 299.31 FEET, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, TO ITS INTERSECTION WITH THE CENTER OF AN EXISTING DRAINAGE DITCH; THENCE THE FOLLOWING 14 COURSES ALONG SAID CENTER OF AN EXISTING DRAINAGE DITCH; 1) NORTH 50 DEGREES 50 MINUTES 56 SECONDS EAST 46.05 FEET; 2) THENCE NORTH 49 DEGREES 03 MINUTES 56 SECONDS EAST 28.72 FEET; 3) THENCE NORTH 71 DEGREES 09 MINUTES 45 SECONDS EAST 61.66 FEET; 4) THENCE NORTH 57 DEGREES 32 MINUTES 40 SECONDS EAST 47.50 FEET; 5) THENCE NORTH 70 DEGREES 46 MINUTES 02 SECONDS EAST 68.73 FEET; 6) THENCE NORTH 64 DEGREES 14 MINUTES 53 SECONDS EAST 82.22 FEET; 7) THENCE NORTH 65 DEGREES 51 MINUTES 04 SECONDS EAST 116.11 FEET; 8) THENCE NORTH 67 DEGREES 09 MINUTES 45 SECONDS EAST 139.36 FEET; 9) THENCE NORTH 63 DEGREES 17 MINUTES 41 SECONDS EAST 67.71 FEET; 10) THENCE NORTH 68 DEGREES 00 MINUTES 28 SECONDS EAST 205.43 FEET; 11) THENCE NORTH 71 DEGREES 19 MINUTES 40 SECONDS EAST 78.05 FEET; 12) THENCE NORTH 60 DEGREES 07 MINUTES 50 SECONDS EAST 151.11 FEET; 13) THENCE NORTH 13 DEGREES 29 MINUTES 27 SECONDS EAST 141.67 FEET; 14) THENCE NORTH 09 DEGREES 16 MINUTES 23 SECONDS EAST 86.79 FEET; THENCE NORTH 87 DEGREES 54 MINUTES 52 SECONDS EAST 61.76 FEET TO THE WESTERLY LINE OF THE PROPERTY CONVEYED BY DOCUMENT NO. R87- 59009; THENCE SOUTH 11 DEGREES 50 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 235.06 FEET; THENCE DUE SOUTH FOR A DISTANCE OF 413.87 FEET; THENCE DUE EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER FOR A DISTANCE OF 340.40 FEET; THENCE NORTH 87 DEGREES 54 MINUTES 24 SECONDS EAST 149.08 FEET; THENCE NORTH 02 DEGREES 01 MINUTES 19 SECONDS EAST 659.90 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED BY DOCUMENT NO. R91-71512; THENCE NORTH 87 DEGREES 58 MINUTES 19 SECONDS EAST ALONG THE NORTH LINE OF SAID DOCUMENT NO. R91-71512 AND THE NORTH LINE OF DOCUMENT NOS. R92-50127 AND R92-50126, 992.52 FEET TO THE NORTHEAST CORNER OF SAID DOCUMENT NO. R92-50126; THENCE SOUTH 02 DEGREES 02 MINUTES 12 SECONDS EAST ALONG THE EASTERLY LINE OF SAID DOCUMENT NO. R92-50126, 658.77 FEET TO A POINT ON SAID SOUTH LINE OF THE NORTHEAST QUARTER; THENCE SOUTH 87 DEGREES 54 MINUTES 24 SECONDS WEST ALONG SAID SOUTH LINE OF THE NORTHEAST QUARTER, 2251.22 FEET TO THE POINT OF BEGINNING; AND ALSO EXCEPTING THAT PORTION DEDICATED FOR INTERSTATE ROUTE 55;

ALSO:

THE SOUTH HALF OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF, AND ADJOINING, THE WESTERLY LINE OF FEDERAL AID INTERSTATE ROUTE 55; EXCEPT THE SOUTH 1351.00 FEET OF THE WEST 840.83 FEET THEREOF; ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 21; THENCE SOUTH 87 DEGREES 54 MINUTES 24 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 166.40 FEET TO THE WEST LINE OF SAID FRONTAGE ROAD ON THE WEST SIDE OF INTERSTATE 55 AND THE POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 03 MINUTES 30 SECONDS EAST ALONG SAID WEST LINE OF THE FRONTAGE ROAD A DISTANCE OF 380.90 FEET; THENCE SOUTH 87 DEGREES 54 MINUTES 24 SECONDS WEST PARALLEL WITH SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 21 A DISTANCE OF 276.47 FEET; THENCE NORTH 02 DEGREES 03 MINUTES 30 SECONDS WEST PARALLEL WITH SAID WEST LINE

OF THE FRONTAGE ROAD A DISTANCE OF 380.90 FEET TO SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 21; THENCE NORTH 87 DEGREES 54 MINUTES 24 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 276.47 FEET TO SAID POINT OF BEGINNING;

ALSO:

THE NORTH HALF OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF, AND ADJOINING, THE WESTERLY LINE OF FEDERAL AID INTERSTATE ROUTE 55; EXCEPT THE SOUTH 330.00 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 28; ALL IN WILL COUNTY, ILLINOIS.

Address: I-55 and Lorenzo Road

PINs: 03-17-16-100-005
03-17-16-200-004
03-17-16-200-012
03-17-16-200-014
03-17-16-300-008
03-17-16-400-008
03-17-16-400-009
03-17-17-200-013
03-17-17-400-004
03-17-17-400-009
03-17-17-400-011
03-17-21-100-018
03-17-21-100-036
03-17-21-200-005
03-17-21-200-013
03-17-21-300-007
03-17-21-300-016
03-17-21-300-024
03-17-21-300-025
03-17-21-300-026
03-17-21-300-027
03-17-21-400-001
03-17-28-100-005
03-17-28-100-006
03-17-28-100-007
03-17-28-200-001
03-17-28-200-002

ALSO

THE NORTH 10 ACRES OF THE SOUTH 30 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

Address: I-55 and Lorenzo Road, Wilmington, IL

PIN: 03-17-16-300-007

ALSO

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, EXCEPT THE SOUTH 30 ACRES THEREOF, IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS.

ADDRESS: 29929 S. KAVANAUGH RD., WILMINGTON, ILLINOIS 60481

PIN NO.: 03-17-16-300-005-0000

ALSO

THE NORTH 40 RODS (660 FEET) OF THE EAST 40 RODS (660 FEET) OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART TAKEN FOR PUBLIC ROAD PURPOSES PER DOCUMENT NO. R2005-192642, DESCRIBED AS FOLLOWS: THAT PART OF SAID NORTHEAST 1/4 BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/4; THENCE SOUTH 01 DEGREE 08 MINUTES 36 SECONDS EAST 109.47 FEET ALONG THE EAST LINE OF SAID NORTHEAST 1/4; THENCE SOUTH 88 DEGREES 51 MINUTES 24 SECONDS WEST 33.00 FEET; THENCE NORTH 46 DEGREES 08 MINUTES 34 SECONDS WEST 70.71 FEET TO A POINT 60.00 FEET SOUTH AS MEASURED PERPENDICULAR WITH THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE SOUTH 89 DEGREES 13 MINUTES 30 SECONDS WEST 576.94 FEET ALONG A LINE 60.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST 1/4 TO A POINT ON THE WEST LINE OF SAID EAST 40 RODS (660 FEET) OF SAID NORTHEAST 1/4; THENCE NORTH 01 DEGREE 08 MINUTES 36 SECONDS WEST 60.00 FEET ALONG SAID WEST LINE OF THE EAST 40 RODS (660 FEET) TO ITS INTERSECTION WITH SAID NORTH LINE OF THE NORTHEAST 1/4; THENCE NORTH 89 DEGREES 13 MINUTES 30 SECONDS EAST 660.00 FEET ALONG SAID NORTH LINE OF THE NORTHEAST 1/4 TO THE POINT OF BEGINNING; AND ALSO EXCEPT THAT PART TAKEN FOR PUBLIC ROAD PURPOSES PER DOCUMENT NO. R2006-128098 DESCRIBED AS BEING THE EAST 33 FEET OF THE NORTH 40 RODS (660 FEET) OF THE EAST 40 RODS (660 FEET) OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 17, IN WILL COUNTY, ILLINOIS.

TOGETHER WITH THE RIGHT-OF-WAY OF LORENZO ROAD ADJOINING TO AND CONTIGUOUS WITH THE ABOVE-DESCRIBED PROPERTY.

ADDRESS: 24827 Lorenzo Rd., Wilmington IL 60481

PIN NO.: 03-17-17-200-014-000

EXHIBIT B

LEGAL DESCRIPTION OF GENERAL MILLS PARCEL

PARCEL 1:

RIDGEPORT LOGISTICS CENTER PHASE 7 FUTURE LOT 1 LEGAL DESCRIPTION; THAT PART OF THE SOUTHEAST QUARTER OF SECTION 16, AND PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7 IN RIDGEPORT LOGISTICS CENTER - PHASE 2, ACCORDING TO THE PLAT THEREOF, RECORDED MAY 2, 2014, AS DOCUMENT R2014036536; THENCE SOUTH 01 DEGREES 08 MINUTES 31 SECONDS EAST, 1084.18 FEET (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983) ALONG THE WEST RIGHT-OF-LINE OF RIDGE WAY, HERETOFORE DEDICATED PER SAID DOCUMENT R2014036536 TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 51 MINUTES 29 SECONDS EAST, 835.43 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 700.00 FEET, AN ARC DISTANCE OF 157.89 FEET, A CHORD BEARING OF SOUTH 56 DEGREES 42 MINUTES 02 SECONDS EAST, AND A CHORD DISTANCE OF 157.55 FEET TO A POINT OF TANGENCY; THENCE SOUTH 63 DEGREES 09 MINUTES 44 SECONDS EAST, 331.43 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY Y ALONG A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1000.00 FEET, AN ARC DISTANCE OF 634.88 FEET, A CHORD BEARING OF SOUTH 44 DEGREES 58 MINUTES 27 SECONDS EAST, AND A CHORD DISTANCE OF 624.28 FEET TO A POINT ON A NON-TANGENT LINE, BEING THE WEST LINE OF WEST FRONTAGE ROAD PER DOCUMENT 783980; THENCE SOUTH 01 DEGREES 11 MINUTES 23 SECONDS EAST, 345.86 FEET ALONG SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 02 DEGREES 04 MINUTES 39 SECONDS EAST, 1439.23 FEET ALONG SAID WEST RIGHT-OF-WAY LINE: THENCE SOUTH 88 DEGREES 51 MINUTES 29 SECONDS WEST, 410.66 FEET; THENCE SOUTH 01 DEGREES 08 MINUTES 31 SECONDS EAST, 218.39 FEET; THENCE SOUTH .88 DEGREES 02 MINUTES 54 SECONDS WEST, 883.61 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 427.00 FEET, AN ARC DISTANCE OF 82.12 FEET, A CHORD BEARING OF NORTH 46 DEGREES 36 MINUTES 53 SECONDS WEST, AND A CHORD DISTANCE OF 82.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 52 DEGREES 09 MINUTES 28 SECONDS WEST, 280.41 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 387.00 FEET, AN ARC DISTANCE OF 344.58 FEET, A CHORD BEARING OF NORTH 26 DEGREES 39 MINUTES 00 SECONDS WEST, AND A CHORD DISTANCE OF 333.31 FEET TO A POINT OF TANGENCY; THENCE NORTHERLY ALONG THE EAST LINE OF SAID RIDGE WAY AND ITS SOUTHERLY EXTENSION THEREOF, NORTH 01 DEGREES 08 MINUTES 31 SECONDS WEST, 2176.02 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

EXCEPT THEREFROM THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 16, AND PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7 IN RIDGEPORT LOGISTICS CENTER - PHASE 2, ACCORDING TO THE PLAT THEREOF, RECORDED MAY 2, 2014, AS DOCUMENT R2014036536; THENCE SOUTH 01 DEGREES 08 MINUTES 31 SECONDS EAST, 1084.18 FEET (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983) ALONG THE WEST RIGHT-OF-LINE OF RIDGE WAY, HERETOFORE DEDICATED PER SAID DOCUMENT R2014036536; THENCE NORTH 88 DEGREES 51 MINUTES 29 SECONDS EAST, 835.43 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 700.00 FEET, AN ARC DISTANCE OF 157.89 FEET, A CHORD BEARING OF SOUTH 56 DEGREES 42 MINUTES 02 SECONDS EAST, AND A CHORD DISTANCE OF 157.55 FEET TO A POINT OF TANGENCY; THENCE SOUTH 63 DEGREES 09 MINUTES 44 SECONDS EAST, 331.43 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1000.00 FEET, AN ARC DISTANCE OF 52.23 FEET, A CHORD BEARING OF SOUTH 61 DEGREES 39 MINUTES 57 SECONDS EAST, AND A CHORD DISTANCE OF 52.23 FEET TO A POINT ON A NON-TANGENT LINE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING 582.65 FEET ALONG THE ARC OF SAID CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 1000.00 FEET AND CHORD BEARING OF SOUTH 43 DEGREES 28 MINUTES 40 SECONDS EAST, AND A CHORD DISTANCE OF 574.44 FEET TO THE WEST LINE OF WEST FRONTAGE ROAD PER DOCUMENT 783980; THENCE SOUTH 01 DEGREES 11 MINUTES 23 SECONDS EAST, 345.86 FEET ALONG SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 02 DEGREES 04 MINUTES 39 SECONDS EAST, 1439.23 FEET ALONG SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 88 DEGREES 51 MINUTES 29 SECONDS WEST, 410.66 FEET; THENCE NORTH 01 DEGREES 08 MINUTES 31 SECONDS WEST, 2209.54 FEET TO SAID POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHEAST QUARTIER OF SECTION 16, AND PART OF THE NORTHEAST QUARTIER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7 IN RIDGEPORT LOGISTICS CENTER - PHASE 2, ACCORDING TO THE PLAT THEREOF, RECORDED MAY 2, 2014, AS DOCUMENT R2014036536; THENCE SOUTH 01 DEGREES 08 MINUTES 31 SECONDS EAST, 1084.18 FEET (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983) ALONG THE WEST RIGHT-OF-LINE OF RIDGE WAY, HERETOFORE DEDICATED PER SAID DOCUMENT R2014036536; THENCE NORTH 88 DEGREES 51 MINUTES 29 SECONDS EAST, 835.43 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 700.00 FEET, AN ARC DISTANCE OF 157.89 FEET, A CHORD BEARING OF SOUTH 56 DEGREES 42 MINUTES 02 SECONDS EAST, AND A CHORD DISTANCE OF 157.55 FEET TO A POINT OF TANGENCY; THENCE SOUTH 63 DEGREES 09 MINUTES 44 SECONDS EAST, 331.43 FEET TO A POINT OF CURVATURE: THENCE

SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1000.00 FEET, AN ARC DISTANCE OF 52.23 FEET, A CHORD BEARING OF SOUTH 61 DEGREES 39 MINUTES 57 SECONDS EAST, AND A CHORD DISTANCE OF 52.23 FEET TO A POINT ON A NON-TANGENT LINE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING 582.65 FEET ALONG THE ARC OF SAID CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 1000.00 FEET AND CHORD BEARING OF SOUTH 43 DEGREES 28 MINUTES 40 SECONDS EAST, AND A CHORD DISTANCE OF 574.44 FEET TO THE WEST LINE OF WEST FRONTAGE ROAD PER DOCUMENT 783980; THENCE SOUTH 01 DEGREES 11 MINUTES 23 SECONDS EAST, 345.86 FEET ALONG SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 02 DEGREES 04 MINUTES 39 SECONDS EAST, 1439.23 FEET ALONG SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 88 DEGREES 51 MINUTES 29 SECONDS WEST, 410.66 FEET; THENCE NORTH 01 DEGREES 08 MINUTES 31 SECONDS WEST, 2209.54 FEET TO SAID POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

Commonly known as: 30131 Ridgeway, Wilmington, Illinois

PIN: 03-17-16-200-016-0010, 03-17-16-200-010, 03-17-16-200-011, 03-17-16-200-014



Engineer's Report

April 2017

Project	Status	Anticipated Date Start / End	Contractor	Project Limits	Notes
HIGH SPEED RAIL					
Kankakee River Bridge	Project Awarded	March, 2017	Illinois Contractors	East of North Water Street to west side of Kankakee River	Homer Tree Service on-site removing trees. ICC is removing railroad ties and Railworks is removing existing track.
N. Kankakee Street	Project Awarded	Spring, 2017	Illinois Contractors	Canal Street to Chicago Street	No updates.
First Street	Project Awarded	Spring, 2017	Illinois Contractors	South of Davy Lane to south side of private entrance. (270' total). Approximately 215' down Railroad Street	No updates.
N. Water Street	Project Awarded	Spring, 2017	Illinois Contractors	South of railroad crossing to Rte 53	No updates.
Stripmine Road / Route 53	Project Awarded	Fall, 2016	"D" Construction	West entrance to Berkot's south on Rte 53 approximately 1,100' and west on Stripmine	Pavement/roadway removed in front of Angelo's to Davy Lane
Coal City Road / Route 53	Project Awarded	Fall, 2016	"D" Construction	1,500' south of Coal City Road intersection and 1,600' north of the intersection.	No updates.
HSR - CITY UTILITY CONFLICTS					
Project Description					
Conflict # 141: Kankakee River Drive	Plans Approved	Spring, 2017	TBD	Filling abandoned 10" watermain along north side of KRD	No updates.
Conflict # 142 & 145: Kankakee River Drive	Plans Approved	Spring, 2017	TBD	Filling abandoned 12" watermain along north side of KRD and realign/lower existing 16" watermain that is in conflict with the proposed ditch improvements	No updates.
Conflict # 176C: Forked Creek Watermain	Plans Approved	Spring, 2017	Austin-Tyler	Realign and bury with concrete in the creekbed a 12" watermain that is in conflict with a proposed bridge pier	No updates.
Conflict # 179 & 180: Kankakee Street	Plans Approved	Spring, 2017	TBD	Filling an abandoned 4" watermain on the east side of Kankakee Street and extending the 24" casing on the west side	No updates.
Conflict # 188: First Street	Plans Approved	Spring, 2017	TBD	Extend existing sewer casing or bore new casing and realign new sewer main on east side of First Street	No updates.
Conflict # 193 & 195: First Street	Plans Approved	Spring, 2017	TBD	Realigning 8" and 12" watermains to east side then across the tracks in a 36" casing	No updates.
CITY					
Rte 53 and S. Arsenal Road	Construction	Spring, 2017	Austin-Tyler	Intersection of Rte 53 and S. Arsenal Road	No updates.
Rte 53 and Peotone Road	Bid Award	Spring, 2017	Austin-Tyler	Intersection of Rte 53 and Wilmington-Peotone Road	No updates.



Economic Development Report

April 2017

Project	Status	Ant. Start Date	Ant. Completion Date	Project Manager	Estimated Cost	Notes
<u>Ridgeport</u>						
Buck Easement	Plan Review	Spring, 2017	Summer, 2017	Hey & Associates	\$1M	Right of Way limits need to defined and agreed upon with BNSF
Building M / Project Hot Dog	Construction	September, 2016	Summer, 2017	Alston Construction	TBD	Wall panels being installed. Contractor relocating water and sewer mains.
Building Charlie	Plan Review	Spring, 2017	TBD	Alston Construction	TBD	Storm sewer being installed.
World Foods	Construction	Winter, 2017	Spring, 2017	N/A	TBD	No updates.
<u>Commercial</u>						
N/A						
<u>Residential</u>						
Deer Creek Estates	Construction	November, 2016	TBD	Pro Builders	TBD	No updates.
Foxtail Commons	Construction	March, 2016	November, 2016	Jeff Fisher	N/A	No updates.