



City of Wilmington
Finance, Administration & Land Acquisition Committee
Tuesday, February 16, 2016 at 6:00 p.m.

Location & Time

Council Chamber
Wilmington City Hall
1165 S. Water Street
6:00 p.m. 02/16/16

**Finance, Administration
& Land Acquisition
Committee Members**

Frank Studer, Co-Chair
Fran Tutor, Co-Chair
John Persic, Jr.
Kevin Kirwin
Larry Hall
Kirby Hall
Joe Van Duyne
Steve Evans

Agenda

1. Call to Order
2. Approval of the January 19, 2016 Meeting Minutes
3. Review Accounting Reports as Presented by City Accountant
4. Old Business
 - a. Review/Approve Bid Results for Demolition and Asbestos Abatement at the former Widow's Laundry Home and Award the Bid to Bechstein Construction Corporation, the Lowest Responsible Bidder, in the amount of \$24,074.00 as Recommended by True North Consultants, Inc.
5. New Business
 - a. Review/Approve *An Ordinance Establishing Cost Reimbursements for Contractual Police Services Including Hazardous Material Responses*
 - b. Review/Approve *A Resolution Determining the 2016 Hourly Police Officer Reimbursement Costs for Contractual Police Services*
 - c. Review/Approve Hey & Associates, Inc. Proposal for Assessment & Concept Development of the Kankakee River Dam
 - d. Review/Approve Tenth Amendment to Redevelopment Agreement with Ridge Logistics Park I, LLC
 - e. Review/Approve Eleventh Amendment to Redevelopment Agreement with Ridge Logistics Park I, LLC
 - f. Review/Approve Sixth Amendment to Annexation Agreement with Ridge Logistics Park I, LLC
 - g. Review/Approve Real Estate Contract with MKM Oil, Inc.
 - h. Review/Approve Text Amendment the Code of Ordinance Chapter 150 Ordinance-Article 2, 150.19, Site Plan Review for Multifamily, Residential, Commercial and Industrial Development
6. Adjournment

Posting Date:
2/12/2016 4:29 PM jjz

Committee: Finance, Administration and Land Acquisition

Date: Tuesday January 19, 2016

Time: 6:00 p.m.

Members

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

Absent: Alderman Studer

Non-Members

Present: Mayor Orr, City Clerk Judy Radosevich, City Administrator Tony Graff, City Accountant Kim Doglio and City Engineer Colby Zemaitis

Alderman Tutor called the Finance, Administration and Land Acquisition Committee Meeting to order at 6:00 pm

Approve of the December 15, 2015 Meeting Minutes

Alderman Persic made a motion and Alderman K. Hall seconded to approve the December 15, 2015 committee meeting minutes as written and have them placed on file, motion passed.

Review the Accounts Payable Report as Presented by the City Accountant

Kim Doglio the City Accountant reviewed a few checks that had large dollar amount and noted that as far as the Collectors there is nothing unusual about it. In the Year to Date Financial Statement ending December 31. 2015 everything is within budget.

Old Business:

Review/ Approve Bid Results for Demolition and Asbestos Abatement at the former Widow's Laundry Home and Award the Bid to Bechstein Construction Corporation, the Lowest Responsible Bidder, in the amount of \$24,074.00 as Recommended by True North Consultants, Inc.

Administrator Graff noted that this Bid is good for 180 days and to lock in this price we have to award the bid. I asked them if they would hold the bid price without us awarding it for at least another 30 days, the delay is because I want to get these line item transfers and look at the budget to see where the money will come from. They were ok with the 30 day hold and are aware the work will not begin until the next Fiscal Year begins.

New Business;

Review/ Approve An Ordinance Providing for Line Item Transfers for the Fiscal Year Beginning May 1, 2015 and Ending April 30, 216

Alderman Kirwin made a motion and Alderman K. Hall seconded to move City Council for final approval, motion passed

Review/ Approve Agreement with Mack & Associates, P.C. for auditing services for the fiscal year ended April 30, 2016 in the amount of \$17,500.00, along with any additional work that may be needed beyond the scope at a rate of \$125.00 per hour

Alderman VanDuyne made a motion an Alderman Persic seconded to move to City Council for final approval, motion passed

Review/ Approve A Resolution Deleting and Designating Authorized Signatories to the City of Wilmington Bank Accounts at Grundy Bank

Alderman K. Hall made a motion and Alderman Kirwin second to move to City Council for final approval, motion passed

Review/ Approve a Resolution Authorizing the City Treasurer to Update the City of Wilmington Signatories with the Illinois Funds

Alderman K. Hall made a motion and Alderman Evans seconded to move to City Council for final approval, motion passed

Review/ Approve Change of Payroll Providers from ADP to Paycor as recommended by City Accountant Doglio

Alderman Evans made a motion and Alderman Kirwin seconded to move to City Council for final approval, motion passed

Presentation by Healy Bender & Associates, Inc. for School Community Project Architectural Services

Cliff Bender and Associates gave a Conceptual Presentation on the School Community Project Architectural Services.

Alderman Kirwin made a motion and Alderman K. Hall seconded to adjourn the January 16, 2016 meeting at 6:58 p.m. motion passed

Respectfully Submitted,

Judith Radosevich
City Clerk

City of Wilmington

Check Register Meeting Date: February 16, 2016



Check#	Date	Vendor/Employee	Amount
Fund	1	General Corporate Fund	
17280	2/9/2016	Imperial Development Company, LLC	35,000.00
0	2/11/2016	Payroll Sweep	72,006.36
0	2/11/2016	Misc Vendors	381.36
17281	2/16/2016	Adp Inc	269.50
17282	2/16/2016	Air Gas USA, LLC	46.01
17283	2/16/2016	Angelos True Value / Ben Angelos Liquors Inc	500.00
17284	2/16/2016	Annemarie Dell'Aquila	200.00
17285	2/16/2016	Berkot Foods	13.99
17286	2/16/2016	Cintas Corporation	408.25
17287	2/16/2016	Clark Baird Smith, LLC	2,347.50
17288	2/16/2016	Clennon Electric Co Inc	324.40
17289	2/16/2016	Comcast	109.85
17290	2/16/2016	ComEd	96.88
17291	2/16/2016	D'Orazio Ford	512.02
17293	2/16/2016	DTW Inc	930.86
17294	2/16/2016	Teresa Fisher	700.00
17295	2/16/2016	Fisher Auto Parts Inc	384.09
17296	2/16/2016	G & D Tire Alignment	35.00
17297	2/16/2016	G W Communications	480.30
17298	2/16/2016	Gordon Electric Supply	1,318.14
17299	2/16/2016	Hinshaw & Culbertson LLP	881.19
17300	2/16/2016	HR Green, Inc.	925.00
17301	2/16/2016	Illinois Power Marketing	6,657.90
17302	2/16/2016	Jcm Uniforms	109.05
17303	2/16/2016	K & M Tires, Inc.	369.87
17304	2/16/2016	Kankakee Truck Equipment, Inc.	126.72
17305	2/16/2016	Konica Minolta	470.50
17306	2/16/2016	William McCluskey	150.94
17308	2/16/2016	Menards-Joliet	127.34
17309	2/16/2016	Municipal Code Corporation	560.00
17310	2/16/2016	Peckham Guyton Albers & Viets, In	1,750.00
17311	2/16/2016	Petty Cash Fund	328.33
17312	2/16/2016	PF Pettibone & Company	1,499.60
17313	2/16/2016	Radio Shack	32.47
17314	2/16/2016	REM Management Services, Inc.	1,890.00
17315	2/16/2016	Shaw's Awnings & Tent Inc.	1,000.00
17316	2/16/2016	Sistek Sales Inc	569.32
17317	2/16/2016	Staples Advantage	278.70
17318	2/16/2016	Attn: Financial Services State Treasurer - Idot	1,524.75

Check#	Date	Vendor/Employee	Amount
17319	2/16/2016	T D Petes	1,300.44
17320	2/16/2016	Traffic Control & Protection, Inc.	669.65
17321	2/16/2016	John Urban	2,775.00
17322	2/16/2016	WESCOM	13,499.57
17323	2/16/2016	WEX Bank	2,353.96
17324	2/16/2016	Whitmore Investments Inc	613.92
17325	2/16/2016	Will County Recorder	38.75
17326	2/16/2016	Winter Equipment Company Inc.	274.63
17327	2/16/2016	Shaw's Awnings & Tent Inc.	1,800.00
TOTAL:			<u>158,642.11</u>

Fund	2	Water Operating M & R Fund	
0	2/11/2016	Payroll Sweep	15,753.07
0	2/11/2016	Misc Vendors	208.49
0	2/11/2016	USPS	484.19
9033	2/16/2016	Accela, Inc. #774375	340.50
9036	2/16/2016	Constellation New Energy, Inc	3,687.99
9037	2/16/2016	DTW Inc	972.52
9038	2/16/2016	Fisher Auto Parts Inc	17.49
9039	2/16/2016	HD Supply Waterworks, LTD	194.87
9040	2/16/2016	Konica Minolta	109.00
9043	2/16/2016	PDC Labs Inc	423.00
9044	2/16/2016	Petty Cash Fund	6.29
9045	2/16/2016	Polivka International Co. Inc.	373.54
9046	2/16/2016	Richard Quigley	2,599.00
9047	2/16/2016	Underground Pipe & Valve Co	970.40
9048	2/16/2016	USA Blue Book	245.80
9049	2/16/2016	Viking Chemical Company	3,717.81
9050	2/16/2016	Waste Management Of Il SW	40,702.94
9051	2/16/2016	WEX Bank	182.81
9052	2/16/2016	Whitmore Investments Inc	346.20
TOTAL:			<u>71,335.91</u>

Fund	3	Sewer Capital Project Fund	
0	2/11/2016	Payroll Sweep	440.00
TOTAL:			<u>440.00</u>

Fund	4	Sewer Operating M & R Fund	
0	2/11/2016	Payroll Sweep	14,286.49
0	2/11/2016	USPS	484.19
9033	2/16/2016	Accela, Inc. #774375	340.50
9034	2/16/2016	Arro Laboratories Inc	33.88
9035	2/16/2016	Clennon Electric Co Inc	45.00
9037	2/16/2016	DTW Inc	972.52
9038	2/16/2016	Fisher Auto Parts Inc	168.91
9040	2/16/2016	Konica Minolta	109.00

Check#	Date	Vendor/Employee	Amount
9041	2/16/2016	Menards-Joliet	52.58
9042	2/16/2016	Nestle Water North America	21.82
9046	2/16/2016	Richard Quigley	395.00
9051	2/16/2016	WEX Bank	215.82
9052	2/16/2016	Whitmore Investments Inc	932.51
TOTAL:			<u>18,058.22</u>
Fund	7	ESDA Fund	
17292	2/16/2016	Dive Rescue Inc International	635.93
17295	2/16/2016	Fisher Auto Parts Inc	107.18
17307	2/16/2016	Menards Bradley	506.21
17323	2/16/2016	WEX Bank	23.90
17324	2/16/2016	Whitmore Investments Inc	26.97
TOTAL:			<u>1,300.19</u>
Fund	17	Water Capital Project Fund	
0	2/11/2016	Payroll Sweep	1,320.00
9053	2/16/2016	Zenner Performance	2,567.56
TOTAL:			<u>3,887.56</u>
Fund	24	Capital Project Fund	
1	2/16/2016	Shetina Appraisal Company	1,500.00
2	2/16/2016	Healy, Bender & Associates Inc.	7,747.50
TOTAL:			<u>9,247.50</u>
GRAND TOTAL EXPENDITURES ALL FUNDS:			<u><u>262,911.49</u></u>

Larry Hall

Kirby Hall

Steve Evans

John Persic, Jr.

Kevin Kirwin

Frank Studer

Joe VanDuyne

Fran Tutor

Approved: February 16, 2016

City of Wilmington
Collector's Report of Deposits Other Than Taxes
For the Month Ended January 31, 2016

GENERAL CORPORATE

BUSINESS REGISTRATION FEE	1,030.00
ECONOMIC DEVELOPMENT FEE	1,882.50
CONTRACTOR'S REGISTRATION FEE	4,400.00
OPERATING LICENSES - MISC	50.00
LIQUOR LICENSES	0.00
OTHER MISC. REIMBURSEMENTS	2,080.00
HEALTH INSURANCE REIMBURSEMENTS	5,399.50
OTHER MISC. INCOME	2,014.87
DEVELOPERS REIMBURSEMENTS	70,370.85

BUILDING

BUILDING PERMIT FEES	66,258.18
BUILDING PERMIT INSPECTION FEES	41,632.35
CITY ENGINEER SERVICES BLDG DEPT	1,185.00
CITY ENGINEER SERVICES P & Z	0.00
PLANNING & ZONING FEE	0.00

POLICE

CLERK OF CIRCUIT COURT FINES	4,158.25
ORDINANCE/MISC FINES	3,665.00
IMPOUNDMENT FINES	500.00
ANIMAL TAGS	0.00

STREETS

VEHICLE TAGS	427.00
GENERAL CORPORATE TOTAL	<u>205,053.50</u>

WATER & SEWER

WATER DIST SYSTEM TAP-ON FEES	0.00
WATER SYSTEM CAPACITY USER FEES	3,300.00
WATER METER PURCHASES	0.00
SEWER SYSTEM CAPACITY USER FEES	13,640.00
SEWER COLLECTION SYSTEM FEES	0.00
LATE FEES/PENALTIES	5,880.18
CITY ENGINEER SERVICES	0.00
OTHER MISC. INCOME	3,373.04
OTHER REIMBURSEMENTS - W&S	1,011.67
UTILITY BILLING CASH RECEIPTS	266,136.27
WATER & SEWER TOTAL	<u>293,341.16</u>

TOTAL MONTHLY RECEIPTS: \$498,394.66

General Ledger
 Revenue vs. Expenses Summary

<u>Fund</u>	<u>Description</u>	<u>YTD Balance Before Period</u>	<u>Revenues for Period</u>	<u>Expenses for Period</u>	<u>Year to Date Amount</u>
01	General Corporate Fund	183,458.79	429,012.64	506,375.75	106,095.68
02	Water Operating M & R Fund	101,128.23	116,982.48	186,607.80	31,502.91
03	Sewer Capital Project Fund	15,185.83	3,916.53	880.00	18,222.36
04	Sewer Operating M & R Fund	(163,769.86)	157,658.20	120,475.39	(126,587.05)
05	DFC Federal Grant Fund	375.60	0.00	2,655.25	(2,279.65)
06	Motor Fuel Tax Fund	103,154.54	12,977.12	274,335.36	(158,203.70)
07	ESDA Fund	2,677.50	0.00	3,659.66	(982.16)
12	Debt Service Fund	29,026.59	2,692.53	33,325.00	(1,605.88)
17	Water Capital Project Fund	(13,293.01)	41,597.92	45,847.83	(17,542.92)
20	Building Deposit Holding Acct	0.00	0.00	0.00	0.00
21	Mobile Equipment Fund	(21,867.00)	315.00	0.00	(21,552.00)
24	Capital Project Fund	(677,385.50)	280,337.26	11,978.60	(409,026.84)
25	RidgePort TIF#2 Fund	(6,385.58)	0.11	787.50	(7,172.97)
	Report Totals:	(447,693.87)	1,045,489.79	1,186,928.14	(589,132.22)

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amount</u>	<u>Year to Date Amount</u>	<u>Year to Date Variance</u>	<u>Percent Variance</u>
01	General Corporate Fund					
	Property Taxes	1,081,100.00	10.56	1,083,479.28	(2,379.28)	(0.22)
	Building Fees	618,000.00	109,075.53	307,093.75	310,906.25	50.30
	Taxes	1,728,000.00	178,551.56	1,355,123.61	372,876.39	21.57
	Utility Taxes	585,000.00	45,712.02	369,097.31	215,902.69	36.90
	Franchise Fee	75,000.00	0.00	0.00	75,000.00	100.00
	Fines	139,000.00	8,008.25	94,491.47	44,508.53	32.02
	Transfers from Other Funds	0.00	0.00	0.00	0.00	0.00
	License Fees	122,800.00	7,789.50	97,405.50	25,394.50	20.68
	Other Income - Misc.	81,000.00	1,934.84	57,872.58	23,127.42	28.55
	Other Reimbursements	346,000.00	77,850.35	264,792.26	81,207.74	23.47
	Rental of Property	13,000.00	0.00	12,616.60	383.40	2.94
	Interest Income	100.00	80.03	305.51	(205.51)	(205.51)
	REVENUE Totals:	4,789,000.00	429,012.64	3,642,277.87	1,146,722.13	23.94
	Salary Expense	1,875,400.00	143,176.08	1,339,327.18	536,072.82	28.58
	Police Commission Exp	15,000.00	298.00	2,063.50	12,936.50	86.24
	Employee Health & Life Insuran	486,000.00	36,373.41	302,111.36	183,888.64	37.83
	Oper Supplies and Tools	34,500.00	1,828.39	19,891.62	14,608.38	42.34
	Gasoline, Oil & Tolls	91,600.00	4,483.81	47,156.61	44,443.39	48.51
	Office Supplies & Postage	21,350.00	1,415.44	10,830.74	10,519.26	49.27
	Training Expenses & Mileage	30,500.00	1,152.00	10,061.05	20,438.95	67.01
	Property & Equipment Insurance	398,000.00	154,965.00	320,445.00	77,555.00	19.48
	Engineering Services	16,000.00	630.00	630.00	15,370.00	96.06
	Legal Services	108,000.00	8,320.00	62,978.76	45,021.24	41.68
	Notices/Legal Publications	4,200.00	204.60	1,278.80	2,921.20	69.55
	Consulting /Service Fees	218,200.00	42,844.98	140,249.88	77,950.12	35.72
	Other Professional Services	244,900.00	24,247.46	192,450.31	52,449.69	21.41
	Computer Maint. & Prog. Fees	55,500.00	2,966.53	35,694.79	19,805.21	35.68
	Dues, Subscrp. & Memberships	12,300.00	5,270.09	8,771.22	3,528.78	28.68
	Community Dev Expense	34,990.00	2,210.97	12,216.32	22,773.68	65.08
	Maintenance - Equipment	44,600.00	5,359.89	31,275.83	13,324.17	29.87
	Maintenance - Grounds/Building	147,000.00	11,405.87	109,028.42	37,971.58	25.83
	Vehicle Expenses	65,200.00	3,392.69	28,713.08	36,486.92	55.96
	Uniforms	29,000.00	401.49	21,132.82	7,867.18	27.12
	Rental of Equipment	9,000.00	230.00	7,450.00	1,550.00	17.22
	Utilities / Telephone Services	145,800.00	11,056.93	86,024.77	59,775.23	40.99
	Misc	26,500.00	77.23	8,855.21	17,644.79	66.58
	Office Furn & Equipt	15,000.00	2,722.75	9,262.44	5,737.56	38.25
	Equipment Purchases	189,200.00	15,085.01	145,003.12	44,196.88	23.36
	MEF FUND Purchases	22,710.00	0.00	22,703.00	7.00	0.03
	Transfers to Other Funds	55,000.00	0.00	20,000.00	35,000.00	63.63
	Payroll Tax/Pension Expenses	633,000.00	26,257.13	540,576.36	92,423.64	14.60

General Ledger
Revenue vs. Expenditure By Fund

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amount</u>	<u>Year to Date Amount</u>	<u>Year to Date Variance</u>	<u>Percent Variance</u>
	EXPENSES Totals:	5,028,450.00	506,375.75	3,536,182.19	1,492,267.81	29.67
	01 Totals:	(239,450.00)*	(77,363.11)*	106,095.68*	(345,545.68)*	144.30*
02	Water Operating M & R Fund					
	Water Service	163,500.00	13,723.76	125,338.57	38,161.43	23.34
	Utility Service Fees	844,000.00	61,806.33	624,270.91	219,729.09	26.03
	Misc Fees	495,000.00	40,656.57	366,227.20	128,772.80	26.01
	Transfers from Other Funds	0.00	0.00	0.00	0.00	0.00
	Other Income - Misc.	10,000.00	400.00	3,700.00	6,300.00	63.00
	Other Reimbursements	7,000.00	395.82	4,325.28	2,674.72	38.21
	Sale of Equip & Vehicles	0.00	0.00	0.00	0.00	0.00
	Interest Income	50.00	0.00	6.78	43.22	86.44
	REVENUE Totals:	1,519,550.00	116,982.48	1,123,868.74	395,681.26	26.03
	Salary Expense	430,000.00	32,711.18	310,564.48	119,435.52	27.77
	Employee Health & Life Insuran	74,000.00	5,702.40	47,385.99	26,614.01	35.96
	Oper Supplies and Tools	12,000.00	1,051.82	8,880.64	3,119.36	25.99
	Gasoline, Oil & Tolls	10,000.00	279.81	4,363.20	5,636.80	56.36
	Office Supplies & Postage	13,000.00	1,560.40	8,613.32	4,386.68	33.74
	Training Expenses & Mileage	2,000.00	449.00	833.25	1,166.75	58.33
	Property & Equipment Insurance	60,000.00	60,000.00	60,000.00	0.00	0.00
	Legal Services	2,000.00	0.00	74.00	1,926.00	96.30
	Notices/Legal Publications	700.00	0.00	0.00	700.00	100.00
	Consulting /Service Fees	6,500.00	555.51	4,667.14	1,832.86	28.19
	Other Professional Services	18,500.00	793.00	10,629.26	7,870.74	42.54
	Computer Maint. & Prog. Fees	12,000.00	1,544.73	9,292.34	2,707.66	22.56
	Dues, Subscrp. & Memberships	800.00	0.00	258.80	541.20	67.65
	Maintenance - Equipment	33,500.00	3,584.80	26,439.33	7,060.67	21.07
	Maintenance - Grounds/Building	31,000.00	4,380.46	20,418.91	10,581.09	34.13
	Vehicle Expenses	5,000.00	2.17	1,755.43	3,244.57	64.89
	Uniforms	3,500.00	83.97	343.39	3,156.61	90.18
	Rental of Equipment	5,000.00	0.00	0.00	5,000.00	100.00
	Utilities / Telephone Services	70,000.00	2,703.23	39,952.54	30,047.46	42.92
	Debt Service Bond Pymts	48,800.00	0.00	14,268.91	34,531.09	70.76
	Misc	2,000.00	0.00	1,193.87	806.13	40.30
	Office Furn & Equipt	6,000.00	1,006.00	3,326.50	2,673.50	44.55
	Equipment Purchases	38,000.00	3,838.46	19,604.61	18,395.39	48.40
	Transfers to Other Funds	69,000.00	0.00	24,664.16	44,335.84	64.25
	Chemical Treatment, Disposal	108,000.00	13,747.67	53,602.20	54,397.80	50.36
	Garbage Disposal Fee	495,000.00	40,475.04	360,902.01	134,097.99	27.09
	Payroll Tax/Pension Expenses	87,500.00	12,138.15	60,331.55	27,168.45	31.05
	EXPENSES Totals:	1,643,800.00	186,607.80	1,092,365.83	551,434.17	33.54

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amount</u>	<u>Year to Date Amount</u>	<u>Year to Date Variance</u>	<u>Percent Variance</u>
	02 Totals:	(124,250.00)*	(69,625.32)*	31,502.91*	(155,752.91)*	125.35*
03	Sewer Capital Project Fund					
	Utility Service Fees	31,000.00	3,278.67	28,476.94	2,523.06	8.13
	Utility Expansion Fees	6,150.00	0.00	6,150.00	0.00	0.00
	Transfers from Other Funds	100,000.00	0.00	0.00	100,000.00	100.00
	Other Income - Misc.	0.00	0.00	0.00	0.00	0.00
	Other Reimbursements	0.00	0.00	0.00	0.00	0.00
	Rental of Property	6,600.00	550.00	4,950.00	1,650.00	25.00
	Interest Income	100.00	87.86	334.06	(234.06)	(234.06)
	REVENUE Totals:	143,850.00	3,916.53	39,911.00	103,939.00	72.25
	Salary Expense	11,500.00	880.00	8,168.70	3,331.30	28.96
	Legal Services	0.00	0.00	0.00	0.00	0.00
	Other Professional Services	0.00	0.00	0.00	0.00	0.00
	Misc	11,000.00	0.00	0.00	11,000.00	100.00
	Equipment Purchases	65,400.00	0.00	13,519.94	51,880.06	79.32
	Construction Projects	0.00	0.00	0.00	0.00	0.00
	Transfers to Other Funds	45,000.00	0.00	0.00	45,000.00	100.00
	Utilities Maintenance	0.00	0.00	0.00	0.00	0.00
	EXPENSES Totals:	132,900.00	880.00	21,688.64	111,211.36	83.68
	03 Totals:	10,950.00*	3,036.53*	18,222.36*	(7,272.36)*	(66.41)*
04	Sewer Operating M & R Fund					
	W/S Dist/Collect Sys Maint	110,000.00	13,640.00	131,733.74	(21,733.74)	(19.75)
	Utility Service Fees	795,000.00	63,993.58	598,906.91	196,093.09	24.66
	WWTP Debt Service Rev	970,000.00	77,681.78	711,864.18	258,135.82	26.61
	Transfers from Other Funds	0.00	0.00	0.00	0.00	0.00
	Other Reimbursements	8,000.00	2,342.84	26,844.90	(18,844.90)	(235.56)
	Interest Income	50.00	0.00	24.34	25.66	51.32
	REVENUE Totals:	1,883,050.00	157,658.20	1,469,374.07	413,675.93	21.96
	Salary Expense	293,000.00	23,312.90	209,231.92	83,768.08	28.59
	Overtime Wages	20,000.00	2,295.53	9,068.84	10,931.16	54.65
	Employee Health & Life Insuran	84,000.00	6,369.34	51,831.65	32,168.35	38.29
	Oper Supplies and Tools	17,600.00	1,508.79	9,825.58	7,774.42	44.17
	Gasoline, Oil & Tolls	14,000.00	163.72	2,532.11	11,467.89	81.91
	Office Supplies & Postage	14,000.00	1,638.20	10,236.01	3,763.99	26.88
	Training Expenses & Mileage	4,100.00	300.00	1,141.60	2,958.40	72.15
	Property & Equipment Insurance	51,500.00	51,500.00	51,500.00	0.00	0.00
	Engineering Services	30,000.00	3,900.00	24,500.00	5,500.00	18.33
	Legal Services	1,000.00	0.00	898.25	101.75	10.17
	Notices/Legal Publications	800.00	0.00	0.00	800.00	100.00

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amount</u>	<u>Year to Date Amount</u>	<u>Year to Date Variance</u>	<u>Percent Variance</u>
	Consulting /Service Fees	6,500.00	555.50	4,659.09	1,840.91	28.32
	Other Professional Services	20,000.00	478.80	15,957.60	4,042.40	20.21
	Computer Maint. & Prog. Fees	15,000.00	1,306.00	6,944.49	8,055.51	53.70
	Dues, Subscrp. & Memberships	1,400.00	0.00	298.80	1,101.20	78.65
	Maintenance - Equipment	133,350.00	0.00	96,736.97	36,613.03	27.45
	Maintenance - Grounds/Building	54,350.00	1,738.42	31,737.58	22,612.42	41.60
	Vehicle Expenses	5,000.00	0.00	3,687.44	1,312.56	26.25
	Uniforms	3,000.00	0.00	725.37	2,274.63	75.82
	Rental of Equipment	11,000.00	0.00	7,750.00	3,250.00	29.54
	Utilities / Telephone Services	105,500.00	13,770.31	68,256.81	37,243.19	35.30
	Debt Service Bond Pymts	903,000.00	0.00	902,113.72	886.28	0.09
	Misc	1,000.00	0.00	230.71	769.29	76.92
	Office Furn & Equipt	6,000.00	418.72	2,892.23	3,107.77	51.79
	Equipment Purchases	13,000.00	0.00	7,688.85	5,311.15	40.85
	Transfers to Other Funds	85,000.00	0.00	0.00	85,000.00	100.00
	Chemical Treatment, Disposal	73,500.00	3,549.23	34,668.30	38,831.70	52.83
	Payroll Tax/Pension Expenses	65,900.00	7,669.93	40,847.20	25,052.80	38.01
	EXPENSES Totals:	2,032,500.00	120,475.39	1,595,961.12	436,538.88	21.47
	04 Totals:	(149,450.00)*	37,182.81*	(126,587.05)*	(22,862.95)*	15.29*
05	DFC Federal Grant Fund					
	Grants	185,000.00	0.00	68,091.29	116,908.71	63.19
	REVENUE Totals:	185,000.00	0.00	68,091.29	116,908.71	63.19
	Misc	185,000.00	2,655.25	70,370.94	114,629.06	61.96
	EXPENSES Totals:	185,000.00	2,655.25	70,370.94	114,629.06	61.96
	05 Totals:	0.00*	(2,655.25)*	(2,279.65)*	2,279.65*	0.00*
06	Motor Fuel Tax Fund					
	MFT State Allotments	140,000.00	12,918.45	110,831.57	29,168.43	20.83
	Grants	0.00	0.00	0.00	0.00	0.00
	Transfers from Other Funds	0.00	0.00	0.00	0.00	0.00
	Other Income - Misc.	0.00	0.00	5,138.00	(5,138.00)	0.00
	Interest Income	100.00	58.67	162.09	(62.09)	(62.09)
	REVENUE Totals:	140,100.00	12,977.12	116,131.66	23,968.34	17.10
	Engineering Services	0.00	0.00	0.00	0.00	0.00
	Maintenance - Grounds/Building	0.00	0.00	0.00	0.00	0.00
	Misc	0.00	0.00	0.00	0.00	0.00
	Road Construction Projects	340,000.00	274,335.36	274,335.36	65,664.64	19.31
	Road Repair Materials	30,000.00	0.00	0.00	30,000.00	100.00

Account	Description	Budget	Period Amount	Year to Date Amount	Year to Date Variance	Percent Variance
	EXPENSES Totals:	370,000.00	274,335.36	274,335.36	95,664.64	25.85
	06 Totals:	(229,900.00)*	(261,358.24)*	(158,203.70)*	(71,696.30)*	31.18*
07	ESDA Fund					
	Property Taxes	1,300.00	0.00	1,375.40	(75.40)	(5.80)
	Grants - State	10,000.00	0.00	0.00	10,000.00	100.00
	Special Use Revenue	0.00	0.00	0.00	0.00	0.00
	Transfers from Other Funds	20,000.00	0.00	20,000.00	0.00	0.00
	Insurance Claims Rei	0.00	0.00	0.00	0.00	0.00
	Other Income - Misc.	500.00	0.00	3,190.00	(2,690.00)	(538.00)
	Other Reimbursements	1,000.00	0.00	546.55	453.45	45.34
	Sale of Equip & Vehicles	0.00	0.00	0.00	0.00	0.00
	Interest Income	30.00	0.00	0.00	30.00	100.00
	REVENUE Totals:	32,830.00	0.00	25,111.95	7,718.05	23.50
	Salary Expense	7,300.00	0.00	4,575.00	2,725.00	37.32
	Oper Supplies and Tools	11,000.00	48.38	4,047.07	6,952.93	63.20
	Gasoline, Oil & Tolls	4,000.00	103.13	1,795.09	2,204.91	55.12
	Office Supplies & Postage	1,300.00	0.00	418.28	881.72	67.82
	Training Expenses & Mileage	5,500.00	0.00	600.49	4,899.51	89.08
	Notices/Legal Publications	200.00	0.00	0.00	200.00	100.00
	Other Professional Services	8,600.00	2,310.00	6,383.95	2,216.05	25.76
	Dues, Subscrp. & Memberships	1,000.00	150.00	553.11	446.89	44.68
	Maintenance - Equipment	5,500.00	0.00	1,701.22	3,798.78	69.06
	Vehicle Expenses	5,500.00	405.51	1,293.70	4,206.30	76.47
	Utilities / Telephone Services	4,500.00	642.64	2,862.31	1,637.69	36.39
	Misc	3,500.00	0.00	43.93	3,456.07	98.74
	Office Furn & Equipt	4,000.00	0.00	274.96	3,725.04	93.12
	Equipment Purchases	7,500.00	0.00	1,545.00	5,955.00	79.40
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	EXPENSES Totals:	69,400.00	3,659.66	26,094.11	43,305.89	62.40
	07 Totals:	(36,570.00)*	(3,659.66)*	(982.16)*	(35,587.84)*	97.31*
12	Debt Service Fund					
	Bond Revenue	148,000.00	0.00	147,000.00	1,000.00	0.67
	Property Taxes	145,300.00	0.00	145,676.89	(376.89)	(0.25)
	Property Taxes	33,325.00	2,673.25	23,749.27	9,575.73	28.73
	Transfers In From Other Funds	0.00	0.00	0.00	0.00	0.00
	Other Income - Misc.	0.00	0.00	4,928.83	(4,928.83)	0.00
	Interest Income	100.00	19.28	82.25	17.75	17.75
	REVENUE Totals:	326,725.00	2,692.53	321,437.24	5,287.76	1.61

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amount</u>	<u>Year to Date Amount</u>	<u>Year to Date Variance</u>	<u>Percent Variance</u>
	Consulting /Service Fees	7,500.00	0.00	5,000.00	2,500.00	33.33
	Debt Service Bond Pymts	319,025.00	33,325.00	318,043.12	981.88	0.30
	Misc	3,000.00	0.00	0.00	3,000.00	100.00
	Transfers to Other Funds	8,500.00	0.00	0.00	8,500.00	100.00
	EXPENSES Totals:	338,025.00	33,325.00	323,043.12	14,981.88	4.43
	12 Totals:	(11,300.00)*	(30,632.47)*	(1,605.88)*	(9,694.12)*	85.78*
17	Water Capital Project Fund					
	W/S Dist/Collect Sys Maint	2,000.00	0.00	2,000.00	0.00	0.00
	IEPA Loan	650,000.00	28,841.03	476,798.32	173,201.68	26.64
	Meter Replacement Fees	74,000.00	6,161.37	55,622.87	18,377.13	24.83
	Water Service	1,000.00	0.00	0.00	1,000.00	100.00
	Utility Service Fees	30,000.00	2,687.36	24,032.20	5,967.80	19.89
	Utility Expansion Fees	30,000.00	3,300.00	33,866.66	(3,866.66)	(12.88)
	Transfers from Other Funds	114,000.00	0.00	24,664.16	89,335.84	78.36
	Other Income - Misc.	0.00	0.00	0.00	0.00	0.00
	Other Reimbursements	0.00	0.00	0.00	0.00	0.00
	Rental of Property	6,600.00	550.00	4,950.00	1,650.00	25.00
	Interest Income	50.00	58.16	170.89	(120.89)	(241.78)
	REVENUE Totals:	907,650.00	41,597.92	622,105.10	285,544.90	31.46
	Salary Expense	34,500.00	2,640.00	24,506.30	9,993.70	28.96
	Employee Health & Life Insuran	0.00	0.00	0.00	0.00	0.00
	Engineering Services	20,000.00	11,320.00	11,320.00	8,680.00	43.40
	Legal Services	0.00	0.00	0.00	0.00	0.00
	Other Professional Services	0.00	0.00	0.00	0.00	0.00
	Maintenance - Equipment	39,500.00	1,500.00	28,270.99	11,229.01	28.42
	Misc	5,000.00	0.00	0.00	5,000.00	100.00
	Other Capital Projects	890,000.00	30,387.83	567,394.37	322,605.63	36.24
	Capital Equipment Purchases	80,805.00	0.00	8,156.36	72,648.64	89.90
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	EXPENSES Totals:	1,069,805.00	45,847.83	639,648.02	430,156.98	40.20
	17 Totals:	(162,155.00)*	(4,249.91)*	(17,542.92)*	(144,612.08)*	89.18*
20	Building Deposit Holding Acct					
	Developer Deposits	0.00	0.00	0.00	0.00	0.00
	Transfers from Other Funds	0.00	0.00	0.00	0.00	0.00
	Interest Income	0.00	0.00	0.00	0.00	0.00
	REVENUE Totals:	0.00	0.00	0.00	0.00	0.00
	Community Dev Expense	15,000.00	0.00	0.00	15,000.00	100.00
	Misc	1,000.00	0.00	0.00	1,000.00	100.00

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amount</u>	<u>Year to Date Amount</u>	<u>Year to Date Variance</u>	<u>Percent Variance</u>
	Transfers to Other Funds	15,000.00	0.00	0.00	15,000.00	100.00
	EXPENSES Totals:	31,000.00	0.00	0.00	31,000.00	100.00
	20 Totals:	(31,000.00)*	0.00*	0.00*	(31,000.00)*	100.00*
21	Mobile Equipment Fund					
	WPD Vehicle Fines & Trans.	5,000.00	315.00	3,448.00	1,552.00	31.04
	Transfers from Other Funds	35,000.00	0.00	0.00	35,000.00	100.00
	Interest Income	0.00	0.00	0.00	0.00	0.00
	G/C Vehicle Replacement Fu	0.00	0.00	22,703.00	(22,703.00)	0.00
	REVENUE Totals:	40,000.00	315.00	26,151.00	13,849.00	34.62
	MEF FUND Purchases	95,000.00	0.00	47,703.00	47,297.00	49.78
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	EXPENSES Totals:	95,000.00	0.00	47,703.00	47,297.00	49.78
	21 Totals:	(55,000.00)*	315.00*	(21,552.00)*	(33,448.00)*	60.81*
24	Capital Project Fund					
	Bond Revenue	12,000.00	0.00	0.00	12,000.00	100.00
	Grants	5,409,000.00	29,900.75	60,716.69	5,348,283.31	98.87
	Grants - State	250,000.00	0.00	0.00	250,000.00	100.00
	County Grants	78,057.00	0.00	0.00	78,057.00	100.00
	Transfers from Other Funds	0.00	0.00	0.00	0.00	0.00
	Other Income - Misc.	800,000.00	0.00	0.00	800,000.00	100.00
	Other Reimbursements	0.00	250,415.30	250,415.30	(250,415.30)	0.00
	Interest Income	125.00	21.21	101.72	23.28	18.62
	REVENUE Totals:	6,549,182.00	280,337.26	311,233.71	6,237,948.29	95.24
	Consulting /Service Fees	0.00	0.00	0.00	0.00	0.00
	Community Dev Expense	303,000.00	0.00	7,950.00	295,050.00	97.37
	Misc	10,000.00	0.00	0.00	10,000.00	100.00
	Other Capital Projects	617,000.00	6,226.10	29,315.81	587,684.19	95.24
	Construction Projects	627,000.00	(200.00)	620,757.07	6,242.93	0.99
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	Road Construction Projects	5,400,000.00	5,952.50	52,696.27	5,347,303.73	99.02
	Bridge Cap Projects	83,000.00	0.00	9,541.40	73,458.60	88.50
	EXPENSES Totals:	7,040,000.00	11,978.60	720,260.55	6,319,739.45	89.76
	24 Totals:	(490,818.00)*	268,358.66*	(409,026.84)*	(81,791.16)*	16.66*
25	RidgePort TIF#2 Fund					
	Property Taxes	25,000.00	0.00	4,489.04	20,510.96	82.04
	Interest Income	5.00	0.11	0.81	4.19	83.80

General Ledger
 Revenue vs. Expenditure By Fund

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Period Amount</u>	<u>Year to Date Amount</u>	<u>Year to Date Variance</u>	<u>Percent Variance</u>
	REVENUE Totals:	25,005.00	0.11	4,489.85	20,515.15	82.04
	Other Professional Services	15,000.00	787.50	11,662.82	3,337.18	22.24
	Community Dev Expense	10,000.00	0.00	0.00	10,000.00	100.00
	Misc	0.00	0.00	0.00	0.00	0.00
	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
	EXPENSES Totals:	25,000.00	787.50	11,662.82	13,337.18	53.34
	25 Totals:	5.00*	(787.39)*	(7,172.97)*	7,177.97*	143,559.40*
	REVENUE TOTAL	16,541,942.00**	1,045,489.79**	7,770,183.48**	8,771,758.52**	53.02**
	EXPENSE TOTAL	18,060,880.00**	1,186,928.14**	8,359,315.70**	9,701,564.30**	53.71**
	GRAND TOTAL	(1,518,938.00)**	(141,438.35)**	(589,132.22)**	(929,805.78)**	61.21**

December 11, 2015

Mr. Colby Zemaitis, P.E.
City Engineer
City of Wilmington
1165 South Water Street
Wilmington, Illinois

**RE: Contractor Recommendation for
Demolition and Asbestos Abatement Activities at
Former Widows Laundry Home**

Mr. Zemaitis:

As you are aware, the City of Wilmington (City) advertised within the Free Press Advocate newspaper for demolition and asbestos abatement activities of the Former Widows Laundry Home. As a result of the publically advertised call for bids, a total of eight (8) contractors attended the mandatory pre-bid meeting on November 24, 2015.

A total of two (2) bids were returned to the City by the identified bid submittal deadline for evaluation on the bid opening date of December 11, 2015. The apparent low bidder based on the total base bid and the provided alternate bid costs is Bechstein Construction Corporation. A bid tabulation has been provided documenting the bid results for all submitting Contractors. The Contractor appears to have met the requirements of the bid specification. In addition, a post-bid conference call was held on December 11, 2015 to review the scope of work with the apparent low bidder and confirm that all facets of the work was included within their bid.

True North Consultants, Inc. finds no reason to reject the apparent low bidder's bid and therefore recommends that the City award the base bid items for a total of \$22,274.00 and potentially the alternate bid item if deemed necessary by the City. The total bid award inclusive of the base bid and the alternate is \$24,074.00.

If you should have any questions regarding this recommendation, please do not hesitate to contact our office at (630) 717-2880.

Regards,
TRUE NORTH CONSULTANTS, INC.



Sean P. Brady, P.E.
Project Manager

Ordinance No. 16-02-16-02

AN ORDINANCE ESTABLISHING COST REIMBURSEMENTS FOR CONTRACTUAL POLICE SERVICES INCLUDING HAZARDOUS MATERIAL RESPONSES

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

SECTION 1.

That the following language be added to and incorporated in the City of Wilmington Code of Ordinances:

Any group, organization, private person or any other entity requesting the City of Wilmington to provide contractual police services for special events or occasions, which will require police officers to be on duty, shall pay the costs thereof to the City for the providing of police contractual services. The costs shall be determined by the rate established yearly by Resolution of the City Council. Such Resolution shall be based upon the review of the then current costs of providing such services established by a study performed by city staff with Police Chief input.

An agreement for providing of police services shall be entered into between the Police Chief on behalf of the City of Wilmington and the group, organization, person, or other entity requesting said contractual services, and any compensation shall be paid directly to the City of Wilmington.

The rate established by the Resolution setting the rates shall also be the costs of the City for any hazardous material responses.

SECTION 2. 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 3. EFFECTIVE DATE

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

PASSED this 16th day of February, 2016 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 16th day of February, 2016

J. Marty Orr, Mayor

Attest:

Judith Radosevich, City Clerk

RESOLUTION NO. 2016-04

A RESOLUTION DETERMINING THE 2016 HOURLY POLICE OFFICER REIMBURSEMENT COSTS FOR CONTRACTUAL POLICE SERVICES

WHEREAS, from time to time, the organizers of certain scheduled events request or require the presence of City of Wilmington Police Officers; and

WHEREAS, the costs to the City for providing contractual police services should be paid to the City; and

WHEREAS, the City's Accountant with input from the Chief of Police have determined the hourly costs to the City to provide contractual police services as shown on the attached Exhibit; and

WHEREAS, at a duly published and noticed meeting of the Ordinance and Licensing Committee of the City of Wilmington, the Committee reviewed the costs listed on said Exhibit and found the costs listed thereon to be proper and designed to reimburse the City for its costs to provide contractual police services, and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and the City Council of the City of Wilmington, that the City of Wilmington 2016 hourly police officer reimbursement costs for contractual police services be established in the amounts and rates as delineated on the attached Exhibit.

BE IT FURTHER RESOLVED, that the amounts and rates established by this Resolution remain in effect until revision by later Resolution of the City Council.

PASSED this 16th day of February, 2016 with _____ members voting aye, _____ members voting nay, the Mayor _____ voting, with _____ members abstaining or passing and said vote being:

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

Approved this 16th day of February, 2016

J. Marty Orr, Mayor

Attest:

Judith Radosevich, City Clerk

Exhibit

2016 Hourly Police Officer Reimbursement Cost

31.03 Average hourly FT officer

Average Hourly	31.03	OT x1.5	\$46.55
FICA & Medicare Taxes 7.65%			\$3.56
Police Pension 35%			\$10.86
Avg Officer Health Ins Cost per hour			\$6.04
Sub-total			<u>\$67.01</u>
Wcomp per hour 10.12/3 officers = per officer			\$3.37
Liability & Prop ins per hour			\$3.43
Hourly vehicle cost per FEMA 2015 rate schedule			\$19.75
Sub-total			<u>\$93.56</u>
Additional 3% Contingency for variances			\$2.81
Sub-total			<u>\$96.37</u>
Administrative Costs 10%			<u>\$9.64</u>
Total Average Hourly Cost for (1) officer			<u><u>\$106.00</u></u>

Prepared by Accountant Kim Doglio (02/02/2016)

Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture

MILWAUKEE, WISCONSIN

26575 W. COMMERCE DRIVE, SUITE 601

VOLO, ILLINOIS 60073

PHONE (847) 740-0888

FAX (847) 740-2888

CHICAGO, ILLINOIS

February 9, 2016

Mr. Tony Graf
City Administrator
City of Wilmington
1165 South Water Street (Rt. 102)
Wilmington, Illinois 60481

Project No.: 15-0069

Re: Proposal for Assessment and Concept Development for the Kankakee River Dam
City of Wilmington, Illinois

Dear Mr. Graf:

We understand that the City of Wilmington wishes to proceed with an exploration of potential impacts and concept solutions to full or partial removal of the Kankakee River Dam. We propose the following scope of services to assist with that investigation.

IMPACT MAPPING ANALYSIS

We will evaluate the effect of incrementally notching the dam on normal water elevations and flood stages utilizing available IDNR HEC-RAS hydraulic modeling, Will County two foot contour data, and field reconnaissance. We will prepare concept level mapping showing the impacts to the river normal water level and the 10- and 100-year floodplain elevations for incremental notching of the dam. For the purposes of this preliminary analysis we will assume one-foot incremental notches over a 200 foot section of the dam. We will modify the geometry of the dam in the existing HEC-RAS IDNR model for each increment and map the results on the County topography and the IDNR profile. We will present this mapping to the City and discuss potential implications related to use of the dam and upstream areas, including the power plant intake and the Mill Race.

We will complete this task for a lump sum fee of \$6,000.

PROJECT STAKEHOLDER MEETING AND DATA GATHERING

We will arrange and attend a meeting including the City and interested stakeholders for the project. We will work with City staff to develop the stakeholder list, which may include paddling groups, river and environmental groups, citizens groups and regulatory agencies. We will seek input from these groups on existing issues related to the dam as well interest in dam

modifications or improvements. We will prepare a memorandum documenting this input received during the meeting for City records and use in future project discussions.

We will complete this task for a lump sum fee of \$2,500.

FEE SUMMARY

Task	Fee
Impact Mapping Analysis	\$6,000
Project Stakeholder Meeting and Data Gathering	\$2,500
Reimbursable Expenses	\$500
TOTAL	\$9,000

Reimbursable expenses shall be in addition to the lump sum fees noted above and include, but are not necessarily limited to, travel, reproductions, shipping/delivery, aerial photographs, phone and other communication charges, consultants and subcontractor fees, equipment and supply costs related to the execution of the project. We estimate these fees to be approximately \$500. Any additional meetings or supplemental work would be in addition to the above amount or by separate proposal. Our Standard Terms and Conditions are attached.

If this agreement is acceptable, please sign below and return this proposal to our office. Upon receipt, we will sign and return a fully executed copy for your records. This proposal is valid for 60 days from the date of this letter. Should you have any questions, please contact the project manager, Dave Kraft at our Volo office.

Hey and Associates, Inc.

City of Wilmington

Attest

Attest

Date

Date

Please return this proposal in the return envelope provided.

**EXHIBIT A – ATTACHMENT
STANDARD TERMS AND CONDITIONS**

Hey and Associates, Inc.

COMPENSATION

Hourly Billing Rate

Principal	\$175-195
Engineering	
Senior Civil Engineer	\$150
Civil Engineer I to V	\$90-135
Engineering Designer	\$90-125
Engineering Technician	\$80-95
Ecological Services	
Wetlands and Ecology	
Senior Project Scientist	\$140
Environmental Services Manager	\$115
Senior Water Resources Planner	\$95
Environmental Scientist I to III	\$70-90
Native Landscape Restoration	
Ecological Restoration Manager	\$115
Environmental Scientist I to III	\$70-90
Environmental Intern	\$40
Landscape Architecture	
Senior Landscape Architect	\$150
Landscape Architect	\$100 -125
Landscape Designer	\$80
Erosion Control	
Senior Erosion and Sediment Control Specialist	\$145
Soil Erosion and Sediment Control Specialist	\$75
Surveying	
Professional Land Surveyor	\$105
Subsurface Drainage Services	
Subsurface Drainage Services Manager	\$125
Engineering Technician	\$80-95
Design Support	
CAD Manager	\$95
CAD Technician	\$90
GIS Specialist	\$80
Administration	
Senior Administrator	\$100
Administrative Assistant	\$55
Expert Testimony	
Rates to be determined on per-project basis	

REIMBURSABLE EXPENSES

Reimbursable expenses shall be reimbursed at cost plus an 8% administrative service charge. Such expenses shall include, but are not necessarily limited to travel, reproduction, shipping/delivery, aerial photographs, phone and other communication charges, consultants and subcontractor fees, equipment and supply costs related to the execution of the project. Fixed reimbursable expense costs are as follows:

Travel	\$.65/mile
Copies	\$.20/page
Software/Digital Resource Charge	\$100.00/project
ATV Usage	\$ 40.00/hour
ATV Discing, Herbicide Spraying, Mowing	\$ 45.00/hour
Boat Usage	\$ 75.00/hour
Chain Saw Usage	\$ 20.00/hour
Additional Plotting, B & W	\$.90/sq. ft.
Additional Plotting, Color	\$ 2.75/sq. ft.
Additional Plotting, Mylar	\$ 4.50/sq. ft.
Flow Meter	\$ 50.00/day
GPS Rover	\$350.00/day
Total Station	\$100.00/day

BILLING

Billings shall be on a monthly basis and are payable upon receipt. An additional charge of 1½ percent per month (18% per annum) shall be applied to any balance unpaid more than 30 days beyond date of invoice. Client shall pay any attorney's fees, court costs or other expenses incurred collecting delinquent accounts.

Hey and Associates Inc. (Hey), with seven days written notice, reserves the right to suspend or terminate work under this agreement on any account that is past due.

The Client's obligation to pay for the work contracted is in no way dependent upon the Client's ability to obtain financing, zoning, permit approval by governmental or regulatory agencies, or upon the Client's successful completion of the project.

The rates presented herein are effective for the period January 1, 2016 through January 31, 2017 and shall be subject to modification on February 1, 2017.

LIMITATION OF COSTS

Hey will not be obligated to continue performance or incur costs beyond the estimated costs unless the Client agrees in writing to a revised cost estimate.

CLIENT'S RESPONSIBILITIES

Client shall arrange for access to and make all provisions for Hey to enter upon private and public property as required for Hey to perform services under this Agreement.

Client shall provide Hey with all existing available information regarding this project as required. Hey shall be entitled to rely upon information and documentation provided by the Client or consultants retained by the Client in relation to this project, however Hey assumes no responsibility or liability for their completeness or accuracy.

COST OPINIONS

Any cost opinions or project economic evaluations provided by Hey will be on the basis of experience and judgment, but, because Hey has no control over market conditions or bidding procedures, we cannot warrant that bids, construction cost, or project economics will not vary from these opinions.

STANDARD OF CARE

The services provided by Hey under this Agreement will be performed as reasonably required in accordance with generally accepted standards for services as offered in the proposal for this project at the time and the place where the services are performed.

INSURANCE

Throughout the duration of the project, Hey will procure and maintain the following insurance:

Liability	Limits of Liability
Workers' Compensation and Employer's Liability	\$ 500,000 each incident
Comprehensive General Liability	\$ 2,000,000
Professional Liability	\$ 2,000,000
Automobile Liability	\$ 1,000,000

Within the limits of this insurance, Hey agrees to hold the Client harmless from and against loss, damage, injury or liability arising directly from the negligent acts or omissions of employees, agents or subcontractors of Hey.

Client will limit any and all liability, claim for damages, losses, cost of defense, or expenses to be levied against Hey on account of any design defect, error, omission, or professional negligence to a sum not to exceed the amount of Hey's fee under this agreement. Should the Client require other types of insurance coverage, limits in excess of the above limits, and/or certificates naming any other(s) than the Client as additional insured parties, Hey's cost of obtaining such coverage, limits, or certificates shall be reimbursable by the Client.

**THIS INSTRUMENT WAS
PREPARED BY AND AFTER
RECORDING, MAIL TO:**

Paul W. Shadle
DLA Piper LLP (US)
203 North LaSalle Street
Suite 1900
Chicago, IL 60601

The above space for Recorder's use only.

TENTH AMENDMENT TO REDEVELOPMENT AGREEMENT BY AND AMONG

THE CITY OF WILMINGTON

AND

RIDGE LOGISTICS PARK I, LLC

AND

RIDGE MANAGEMENT TEAM, LLC

APPROXIMATELY 1,183 ACRES – I-55 AND LORENZO ROAD

This Tenth Amendment to Redevelopment Agreement (this “**Tenth Amendment**”) is made and entered into as of this ____ day of _____, 2015 by and among the **CITY OF WILMINGTON**, an Illinois municipal corporation, Will County, Illinois (the “**City**”), **RIDGE LOGISTICS PARK I, LLC**, a Delaware limited liability company (“**Ridge Park**”), **RIDGE MANAGEMENT TEAM, LLC**, a Delaware limited liability company (“**Ridge Management**”) and **RIDGEPORT PARTNERS II, LLC**, a Delaware limited liability company (“**New Owner III**”).

RECITALS:

WHEREAS, the City, RidgePort Development Services, LLC (the “**Developer**”), and RidgePort Logistics Center I, LLC (“**RidgePort Center**”) have heretofore entered into that certain Redevelopment Agreement dated May 18, 2010 (the “**Initial Agreement**”), which agreement was recorded with the Office of the Will County Recorder (the “**Recorder**”) on June 26, 2010 as Document Number R2010064615, as amended by (a) that certain First Amendment to Redevelopment Agreement dated October 19, 2010 (the “**First Amendment**”), which amendment was recorded with the Recorder on May 10, 2011 as Document Number R2011045059; (b) that certain Second Amendment to Redevelopment Agreement dated August 24, 2011 (the “**Second Amendment**”), which amendment was recorded with the Recorder on November 15, 2011 as Document Number R2011107723; (c) that certain Third Amendment to Redevelopment Agreement dated July 17, 2012 (the “**Third Amendment**”), which amendment was recorded with the Recorder on January 4, 2014 as Document Number R2014004190; (d) that certain Fourth Amendment to Redevelopment Agreement dated February 2013 (the “**Fourth Amendment**”), which amendment was recorded with the Recorder on April 14, 2014 as Document Number R2014030305; (e) that certain Fifth Amendment to Redevelopment Agreement dated June 6, 2014 (the “**Fifth Amendment**”), which amendment was recorded with the Recorder on June 6, 2014 as Document Number R2014049676 and re-recorded with the Recorder on March 27, 2015 as Document Number R2015026163; (f) that certain Sixth Amendment to Redevelopment Agreement dated September 2, 2014 (the “**Sixth Amendment**”), which amendment was recorded with the Recorder on September 18, 2014 as Document Number R2014081458; (g) that certain Seventh Amendment to Redevelopment Agreement dated December 19, 2014 (the “**Seventh Amendment**”), which amendment was recorded with the Recorder on December 19, 2014 as Document Number R2014109841; (g) that certain Eighth Amendment to Redevelopment Agreement dated March 17, 2015 (the “**Eighth Amendment**”), which amendment was recorded with the Recorder on May 18, 2015 as Document Number R2015041663; and (h) that certain Ninth Amendment to Redevelopment Agreement March 17, 2015 (the “**Ninth Amendment**”) which amendment was recorded with the Recorder on May 18, 2015 as Document Number R2015041672. The Initial Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment and this Tenth Amendment and as may be further amended from time to time, is hereinafter referred to as the “**Agreement**”;

WHEREAS, pursuant to the Fifth Amendment Developer and RidgePort Center have withdrawn from the Agreement;

WHEREAS, the Parties entered into the Ninth Amendment related to the development of the 5.0929 acres of the Property depicted and legally described in **Exhibit A** attached hereto (the "New Owner III Parcel") and an additional portion of the Property with an area of approximately 3.508 acres depicted and legally described in **Exhibit B** attached hereto (the "New Owner III Expansion Parcel");

WHEREAS, the Parties have determined that there was an error in the [Eighth and] Ninth Amendment [concerning issuance of a supplemental New Owner III Note on a pari passu basis with the initial New Owner III Note rather than substituting a replacement New Owner III Note] that they desire to correct with this Tenth Amendment;

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded that the approval of this Tenth Amendment will assist in promoting the purposes of the Agreement and the benefits to be afforded the City thereunder, and will otherwise promote, enhance and serve the best interests and general welfare of the City and its citizens;

WHEREAS, all notices, publications, procedures, public hearings and other matters required for the consideration and approval of this Tenth Amendment have been made, given, held and performed by the City as required by statute, and all applicable ordinances, regulations and procedures of the City;

WHEREAS, by a favorable vote of the Corporate Authorities of the City then holding office, the City has adopted an ordinance approving this Tenth Amendment and authorizing the execution thereof; and

WHEREAS, the Parties, consistent with Illinois law, have agreed to the terms and conditions set forth in this Tenth Amendment as evidenced by the signatures affixed hereto.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Agreement shall be and is amended as follows:

1. **Incorporation of Recitals.** The foregoing Recitals are material to this Tenth Amendment and are incorporated into and made a part of this Tenth Amendment as if fully stated herein.

2. **Defined Terms.** Except as modified by this Tenth Amendment, all capitalized terms not otherwise defined herein shall have the same meanings as are ascribed to such terms in the Agreement.

3. [Provision to clarify supplemental Note in event of Expansion in Eighth Amendment].

4. **Supplemental New Owner III Note in the Event of Expansion.** The following language is hereby added at the end of Section 7 of the Ninth Amendment:

ØIf the Tenant exercises its right to expand its Premises with a building of [approx. ____] square feet pursuant to the Lease onto the New Owner III Expansion Parcel (the

öExpansionö) at any time prior to the New Owner III Term Limitation, the City shall issue a supplemental New Owner III Note to New Owner III (the then titleholder) upon completion of the Expansion building improvements and certification of sufficient TIF Eligible Expenses with respect to the Expansion, in a principal amount up to an amount sufficient to support payments equal to the New Owner III Annual Limitation for the additional floor area of building improvements certified by New Owner III and [Ridge Park/Elion entity?] for the remainder of the period of the New Owner III Term Limitation.ö

5. **Transfer Rights.** The rights of subsequent titleholders with respect to the New Owner III Note will be as set forth in Section 7 of the Ninth Amendment, notwithstanding the provisions of Section 4.02 of the Initial Agreement. For clarification, rights to issuance of a New Owner III Note or any supplemental Note shall be with the then titleholder of the New Owner III Parcel.

6. **Effect of Tenth Amendment.** Except as expressly amended by the terms of this Tenth Amendment, all of the terms and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect.

Wherefore, the Parties herein have signed this Tenth Amendment on the date and year first above written.

[Signature pages commence on following page]

Consent to Tenth Amendment of Redevelopment Agreement

**[Signature Blocks to be required for each existing mortgage lender
-current title commitment to be provided for Subordinate Excess Increment Parcel]**

EXHIBIT A

**LEGAL DESCRIPTION AND DEPICTION
OF NEW OWNER III PARCEL**

EXHIBIT B

**LEGAL DESCRIPTION AND DEPICTION
OF NEW OWNER III EXPANSION PARCEL**

**THIS INSTRUMENT WAS
PREPARED BY AND AFTER
RECORDING, MAIL TO:**

The above space for Recorder's use only.

**[ELEVENTH] AMENDMENT TO REDEVELOPMENT AGREEMENT BY AND
AMONG**

THE CITY OF WILMINGTON

AND

RIDGE LOGISTICS PARK I, LLC,

RIDGE MANAGEMENT TEAM, LLC, AND

[PURCHASER ENTITY TBD]

This [Tenth] Amendment to Redevelopment Agreement (this "[Tenth] Amendment") is made and entered into this __ of _____, 2016 by and among the **CITY OF WILMINGTON**, an Illinois municipal corporation, Will County, Illinois (the "City"), **RIDGE LOGISTICS PARK I, LLC**, a Delaware limited liability company ("Ridge Park"), **RIDGE MANAGEMENT TEAM, LLC**, a Delaware limited liability company (öRidge Managementö) and **[ENTITY TBD]**, a _____ (öNew Park Ownerö).

RECITALS:

WHEREAS, the City, RidgePort Development Services, LLC (the "**Developer**"), and RidgePort Logistics Center I, LLC ("**RidgePort Center**") have heretofore entered into that certain Redevelopment Agreement dated May 18, 2010 (the "**Initial Agreement**"), which agreement was recorded with the Office of the Will County Recorder (the "**Recorder**") on June 26, 2010 as Document Number R2010064615, as amended by (a) that certain First Amendment to Redevelopment Agreement dated October 19, 2010 (the "**First Amendment**"), which amendment was recorded with the Recorder on May 10, 2011 as Document Number R2011045059; (b) that certain Second Amendment to Redevelopment Agreement dated August 24, 2011 (the "**Second Amendment**"), which amendment was recorded with the Recorder on November 15, 2011 as Document Number R2011107723; (c) that certain Third Amendment to Redevelopment Agreement dated July 17, 2012 (the "**Third Amendment**"), which amendment was recorded with the Recorder on January 4, 2014 as Document Number R2014004190; (d) that certain Fourth Amendment to Redevelopment Agreement dated February 2013 (the "**Fourth Amendment**"), which amendment was recorded with the Recorder on April 14, 2014 as Document Number R2014030305; (e) that certain Fifth Amendment to Redevelopment Agreement dated June 6, 2014 (the "**Fifth Amendment**"), which amendment was recorded with the Recorder on June 6, 2014 as Document Number R2014049676 and re-recorded with the Recorder on March 27, 2015 as Document Number R2015026163; (f) that certain Sixth Amendment to Redevelopment Agreement dated September 2, 2014 (the "**Sixth Amendment**"), which amendment was recorded with the Recorder on September 18, 2014 as Document Number R2014081458 (g) that certain Seventh Amendment to Redevelopment Agreement dated December 19, 2014 (the "**Seventh Amendment**"), which amendment was recorded with the Recorder on December 19, 2014 as Document Number R2014109841; (g) that certain Eighth Amendment to Redevelopment Agreement dated March 17, 2015 (the "**Eighth Amendment**"), which amendment was recorded with the Recorder on May 18, 2015 as Document Number R2015041663; and (h) that certain Ninth Amendment to Redevelopment Agreement dated March 17, 2015 (the "**Ninth Amendment**"), which amendment was recorded with the Recorder on May 18, 2015 as Document Number R2015041672. The Initial Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment and this [Tenth] Amendment and as may be further amended from time to time, is hereinafter referred to as the "**Agreement**"; **[NOTE: Will need to update if there are interim amendments]**

WHEREAS, pursuant to the Fifth Amendment Developer and RidgePort Center have withdrawn from the Agreement;

WHEREAS, Ridge Park has identified an entity, New Park Owner, that desires to purchase and develop [REDACTED] acres of the Property depicted and legally described in **Exhibit A** attached hereto (the "New Park Owner Property"). New Park Owner desires to be a party to the Agreement to (i) allow the reimbursement under the Agreement of TIF Eligible Expenses that New Park Owner incurs in acquiring, improving and developing the New Park Owner Property payable from Available Incremental Property Taxes from the New Park Owner Property in accordance with the Agreement, (ii) succeed to all right, title and interest of Ridge Park as an "Owner" under the Agreement and (iii) succeed to all right, title and interest of Ridge Management under the Agreement;

WHEREAS, the City may enter into additional agreements with New Park Owner and/or other third parties as may be necessary to reimburse specified TIF Eligible Expenses that are incurred in acquiring, improving and developing the Property, or portions thereof, as contemplated in the Redevelopment Plan, to assign such right to reimbursement to affiliated and unaffiliated parties and to provide the City's consent to such assignments, provided the assignments are documented in a manner approved by the City;

WHEREAS, New Park Owner will perform certain management and other tasks related to the redevelopment of the Property as contemplated in the Redevelopment Plan and accordingly will be compensated for such tasks by a portion of the reimbursement of TIF Eligible Expenses, as more particularly set forth in this [Tenth] Amendment;

WHEREAS, the Parties desire to modify the definition of "Qualified Sold Parcel" to exclude the New Park Owner Property from the definition of Qualified Sold Parcels and Formerly Qualified Sold Parcels;

WHEREAS, the Parties desire to modify the Owner's construction obligations with regards to the general conditions of issuance of TIF Notes or Bonds or reimbursements under Sections 5.01 and 5.02 of the Agreement with respect to the New Park Owner Property;

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded that the approval of this [Tenth] Amendment will assist in promoting the purposes of the Agreement and the benefits to be afforded the City thereunder, and will otherwise promote, enhance and serve the best interests and general welfare of the City and its citizens;

WHEREAS, all notices, publications, procedures, public hearings and other matters required for the consideration and approval of this [Tenth] Amendment have been made, given, held and performed by the City as required by statute, and all applicable ordinances, regulations and procedures of the City;

WHEREAS, by a favorable vote of the Corporate Authorities of the City then holding office, the City has adopted an ordinance approving this [Tenth] Amendment and authorizing the execution thereof; and

WHEREAS, the Parties, consistent with Illinois law, have agreed to the terms and conditions set forth in this [Tenth] Amendment as evidenced by the signatures affixed hereto.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Agreement shall be and is amended as follows:

1. **Incorporation of Recitals; Capitalized Terms.** The foregoing Recitals are material to this [Tenth] Amendment and are incorporated into and made a part of this [Tenth] Amendment as if fully stated herein.

2. **Status of TIF Eligible Expenses.** Attached hereto as **Exhibit B** is a description of all TIF Eligible Expenses as of the date of this [Tenth] Amendment. As of the date of this [Tenth] Amendment, there have been no Available Incremental Property Taxes, and accordingly no reimbursements of TIF Eligible Expenses have been made by the City. No Bonds have been issued and no TIF Bond Ordinances have been approved.

3. **Project Area.** The land area legally described on **Exhibit C-1** hereto and depicted on **Exhibit C-2** hereto is the legal description (and depiction) of the "Project Area" or "Property" which are, for all purposes of the Agreement, identical. All prior descriptions and depictions of the Project Area or the Property are hereby deleted in their entirety.

4. **Related Owner Party.** The term "Related Owner Party" set forth in Section 2.32 of the Agreement is hereby deleted in its entirety and replaced as follows:

2.32 "Related Owner Party" shall mean **[TO BE PROVIDED]**.

5. **Unpermitted Owner Interest Transfers.** The term "Unpermitted Owner Interest Transfers" set forth in Section 2.42 of the Agreement is hereby deleted in its entirety and replaced as follows:

2.42 "Unpermitted Owner Interest Transfers" shall mean **[TO BE PROVIDED, INCLUDING UPDATE TO SECOND PARAGRAPH OF SECTION 6 OF FOURTH AMENDMENT]**.

6. **Notice of Transfer of Interests in Owner.** Section 3.07 of the Agreement is hereby deleted in its entirety.

7. **Development Obligations.** Section 3.01 of the Agreement is hereby deleted in its entirety and replaced as follows:

"The Owner shall construct the Project in accordance with the general parameters set forth on **Exhibit G** attached, in a good and workmanlike manner in accordance with all applicable building codes of the City, applicable requirements of other governmental authorities with jurisdiction over the Project, plans and specifications approved by the City and the terms and conditions of this Agreement. The Owner shall conduct construction of all buildings and other improvements in accordance with sound industry practices and, once commenced, shall prosecute any construction of a particular building or Public Improvement continuously with diligence until completion thereof, lien free.

Public Improvements related to a Phase shall be completed prior to the time their use is required and in accordance with the Annexation Agreement. The parties acknowledge that the timing of completion of Phase I and commencement and completion of Phases II and III will depend, in part, upon market conditions. The Owner shall utilize continuous and commercially reasonable efforts, in accordance with industry standards, supported by adequate financing, to prosecute the Project.

For avoidance of doubt, the Initial Public Improvements and the Initial Intermodal Terminal Facility have been completed.

8. **Project Descriptions.** Exhibit G attached to the Agreement is hereby amended as follows: (i) all references to "Developer" shall be replaced with "Owner," (ii) the reference to the "site plan dated January 18, 2010 prepared by Jacob & Hefner Associates, Inc." is hereby replaced with "[site plan dated _____ prepared by _____]" and (iii) the last paragraph pertaining to the Initial Intermodal Terminal Facility is hereby deleted.

9. **New Park Owner Covenants.** The covenants of New Park Owner (as Owner) in Section 3 of the Agreement (as modified by Section 8 of this [Tenth] Amendment) shall be effective as of the date of this [Tenth] Amendment, and shall only apply to the portions of the Project Area that are owned by New Park Owner. New Park Owner shall not be responsible or liable for the failure of any other Party to perform its obligations under the Agreement, including, without limitation, the failure to pay real estate taxes or any code violations.

10. **Conditions to Initial Effectiveness of Pay-As-You-Go Obligations.** With respect to the New Park Owner Property only and the ability to apply Available Incremental Property Taxes generated from the New Park Owner Property to the reimbursement of TIF Eligible Expenses, (i) all of the conditions set forth in subsections (a), (b), (c) and (d) of Section 5.01 of the Agreement shall be determined with respect to the New Park Owner Property only (and not on the Property as a whole), and (ii) all of the conditions set forth in subsections (e) and (f) of Section 5.01 of the Agreement have been satisfied in full.

11. **General Conditions of Issuance/Reimbursement.** With respect to the New Park Owner Property only and the ability to apply Available Incremental Property Taxes generated from the New Park Owner Property to the reimbursement of TIF Eligible Expenses, (i) all of the conditions set forth in subsections (a), (b), (c) and (d) of Section 5.02 of the Agreement shall be determined with respect to the New Park Owner Property only (and not on the Property as a whole), and (ii) all of the conditions set forth in subsections (e), (f), (g) and (h) of Section 5.02 of the Agreement have been satisfied in full.

12. **Conditions Precedent to Each Issuance.** [NOTE: Discuss process for issuance of Notes]

13. **New Park Owner Property Not a Qualified Sold Parcel or Formerly Qualified Sold Parcel.** Section 2.31 of the Agreement is hereby further amended to add the following at the end:

Notwithstanding anything in the Agreement to the contrary, the transfer and development of the New Park Owner Property shall not render the New Park Owner Property a Qualified Sold Parcel or a Formerly Qualified Sold Parcel and the New Park Owner Property shall not count towards the Rolling Limit.

14. **Events of Default.** The reference in Section 12.01(h) to Prudential Insurance Company of America is hereby replaced with **[TO BE PROVIDED]**.

15. **Mortgaging of the Project.** **[DISCUSS: Would the City be willing to outline acceptable parameters for determining management and financial capacity? This pertains to Section 13, Paragraph 3]**

16. **Amendments.** Ridge Park no longer has the right to unilaterally amend the Agreement pursuant to Section 16.01 of the Agreement. New Park Owner, as the sole Owner, may unilaterally amend the Agreement at any time with the consent of the City, but without the requirement of the consent of any other party to the Agreement so long as such amendment does not materially adversely affect the other parties to the Agreement.

17. **Payment of Excess Available Incremental Property Taxes.** Section 15(ii) of the Fifth Amendment, Section 14(ii) of the Eighth Amendment and Section 13(ii) of the Ninth Amendment are all deleted in their entirety and replaced with the following:

(ii) 100% of all remaining amounts to New Park Owner.

18. **Removal of Ridge Park and Ridge Management; Assignment of Reimbursements to New Park Owner.** Ridge Park and Ridge Management each hereby withdraw as a party (and Owner with respect to Ridge Park) under the Agreement, and each shall no longer have any rights or obligations under the Agreement other than indemnity obligations accruing prior to the date of this [Tenth] Amendment. Moreover, Ridge Park does hereby assign to New Park Owner, and the City, New Park Owner and Ridge Park hereby consent to such assignment of, any and all reimbursements from Available Incremental Property Taxes for any TIF Eligible Expenses incurred by Ridge Park prior to the date of this [Tenth] Amendment, which expenses have been previously identified to and certified as reimbursable by the City in the amount of **[\$]**. From and after the date of this [Tenth] Amendment, New Park Owner shall be the only Owner under the Agreement, and all references in the Agreement and this [Tenth] Amendment to Owner shall be deemed references to New Park Owner.

19. **Land Acquisition Costs.** The acquisition costs of New Park Owner set forth in **Exhibit A** for the New Park Owner Property is hereby approved by the City and, upon certification of payment by New Park Owner, shall be a reimbursable TIF Eligible Expense. The requirement to obtain an opinion of Owner's TIF Counsel set forth in Section 4.09 of the Agreement shall hereby be deemed waived and satisfied in full.

20. **Notices to New Park Owner.** Any notices to be sent to the Owner shall be given in accordance with the terms of Section 15 of the Agreement to the address set forth below:

[ENTITY TBD]

2875 NE 191st St., Ste 800
Aventura, FL 33180
Attn: Juan Roberto DeAngulo

21. **Miscellaneous.** Except as expressly amended by the terms of this [Tenth] Amendment, all of the terms and provisions of the Agreement are hereby ratified, confirmed and remain in full force and effect. Within thirty (30) days after its execution this [Tenth] Amendment shall be recorded at the sole cost and expense of the party recording same in the office of the Recorder of Will County, Illinois. This [Tenth] Amendment may be executed in any number of counterparts and duplicate originals, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signature pages follow]

EXHIBIT A

New Park Owner Property

EXHIBIT B

Status of TIF Eligible Expenses

Ridge Park

- Total certified as reimbursable TIF Eligible Expenses - \$_____ (including TIF Eligible Expenses certified as reimbursable and assigned to New Owner I and New Park Owner, as described below).
- TIF Note(s) Issued - _____ (principal amount)

New Owner I

- Total certified as reimbursable TIF Eligible Expenses for acquisition costs - \$_____
- Total certified as reimbursable TIF Eligible Expenses for other project costs - \$_____
- Total potential (and uncertified as reimbursable) TIF Eligible Expenses for acquisition costs (including initial acquisition costs and expansion acquisition costs) - \$_____
- Total assigned TIF Eligible Expenses from Ridge Park for New Owner I Parcel (acquired) - \$6,763,458 (previously certified as reimbursable by City)
- Total assigned TIF Eligible Expenses from Ridge Park for New Owner I Expansion Parcel (not yet acquired) - \$2,845,965 (previously certified as reimbursable by City)
- TIF Note Issued - \$_____ (principal amount)

New Owner II

- Total certified as reimbursable TIF Eligible Expenses for acquisition costs - \$_____
- Total certified as reimbursable TIF Eligible Expenses for other project costs - \$_____
- Total potential (and uncertified as reimbursable) TIF Eligible Expenses for acquisition costs (including initial acquisition costs and expansion acquisition costs) - \$[4,651,047]

- TIF Note Issued - _____ (principal amount)

New Owner III

- Total certified as reimbursable TIF Eligible Expenses for acquisition costs - \$ _____
- Total certified as reimbursable TIF Eligible Expenses for other project costs - \$ _____
- Total potential (and uncertified as reimbursable) TIF Eligible Expenses for acquisition costs (including initial acquisition costs and expansion acquisition costs) - \$[875,072]
- TIF Note Issued - _____ (principal amount)

New Park Owner

- Total certified as reimbursable TIF Eligible Expenses for acquisition costs - \$ _____
- Total certified as reimbursable TIF Eligible Expenses for other project costs - \$ _____
- Total assigned TIF Eligible Expenses from Ridge Park - \$ _____ (previously certified as reimbursable by City)
- TIF Note Issued - \$ _____ (principal amount)

Total certified as reimbursable TIF Eligible Expenses - \$ _____

Total potential (and uncertified as reimbursable) TIF Eligible Expenses - \$ _____

EXHIBIT C-1

Legal Description of Project Area / Property

EXHIBIT C-2

Depiction of Project Area / Property

ESTOPPEL

_____, 2016

Elion Partners
2875 NE 191st St., Ste 800
Aventura, FL 33180
Attn: Juan Roberto DeAngulo

RE: Annexation Agreement dated May 4, 2010, recorded with the Office of the Recorder of Will County, Illinois on May 25, 2010 as Document Number R2010052538 (the "Original Agreement"), which Original Agreement was amended by the terms of that certain First Amendment to Annexation Agreement dated October 19, 2010, recorded with the Office of the Recorder of Will County, Illinois on March 10, 2011 as Document Number R2011026147 (the "First Amendment"); and by the terms of that certain Second Amendment to Annexation Agreement dated December 7, 2010, recorded with the Office of the Recorder of Will County, Illinois, on March 10, 2011 as Document Number R2011026148 (the "Second Amendment"); and by the terms of that certain Third Amendment to Annexation Agreement dated March 6, 2012, recorded with the Office of the Recorder of Will County, Illinois on October 15, 2012 as Document Number R2012114455 (the "Third Amendment"); and by the terms of that certain Fourth Amendment to Annexation Agreement dated May 16, 2014, recorded with the Office of the Recorder of Will County, Illinois, on June 12, 2014 as Document Number R2014049675 (the "Fourth Amendment"); and by the terms of that certain Fifth Amendment to Annexation Agreement dated October 7, 2014, recorded with the Office of the Recorder of Will County, Illinois on November 22, 2014 as Document Number R2014103758 (the "Fifth Amendment"); and by the terms of that certain Sixth Amendment to Annexation Agreement dated December 19, 2014, recorded with the Office of the Recorder of Will County, Illinois on December 19, 2014 as Document Number R2014109840 (the "Sixth Amendment (the Original Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth Amendment is collectively referred to herein as the "Annexation Agreement" or this "Agreement"). All capitalized terms used but not expressly defined herein shall have the meanings given to such terms in the Agreement.

Ladies and Gentlemen:

The undersigned, City of Wilmington, an Illinois Municipal Corporation, Will County, Illinois (the "City"), understands that Ridge Logistics Park I, LLC, a Delaware limited liability company ("RLPI") is under contract to sell you or your affiliate (as applicable, "Purchaser") certain portions of the Subject Property (including portions of the Additional Territory annexed to the City pursuant to the Agreement), and in connection with such transaction, Purchaser will be succeeding to all rights and obligations of RLPI (in all of its capacities, except in its capacity as an ordinary Owner, to the extent RLPI retains any portion of the Subject Property), including control of Ridgeport Logistics Center Property Owners Association, an Illinois not-for-profit

corporation (öRLCPOAö). The undersigned also understands that the Purchaser may now or hereafter be obtaining financing in connection with such transaction, and that Purchaser and any such lenders are requiring and will be relying upon this estoppel certificate, and accordingly, the undersigned, City, hereby certifies to Purchaser (and its successors and assigns) and any such lenders (and its successors and assigns) the following as of the date hereof:

1. There are no defaults, claims thereof, or any condition which, with the giving of notice and/or passage of time could become a default, by any of RLPI, RLCPOA or the City under the Agreement.

2. Attached hereto as **Exhibit A** is a legal description of the Subject Property.

3. There are no agreements that modify, amend or supplement the Agreement, except the specific documents referenced in this estoppel certificate.

4. Purchaser is not (and will not be) a Future Owner described in Article One of the Fourth Amendment, and Purchaser (as successor to RLPI) may convey title to a maximum of 750 acres of the Subject Property to Future Owners who shall be released from certain obligations as described in Article One of the Fourth Amendment.

5. 2,939,920 square feet of Buildings have been built on the Subject Property.

6. All of the ordinances contemplated by Section 6A of the Agreement have been adopted by the City except the special use permit for the operation of an Underground mining operation described in Section 6A(B) of the Agreement.

7. Attached hereto as **Exhibit B** is a depiction of the Intermodal Area.

8. The following are Secondary Roads: Design Road and Tower Road. The following are Primary Thoroughfares: Graaskamp Boulevard, Ridge Way, Murphy Road, and Kavanaugh Road. Attached hereto as **Exhibit C** is a depiction of the portions of the above referenced roads that have been vacated by the City, and the portions of the above referenced roads that have been dedicated to the City. The current balance of the Ridgeport Roads and Bridges Fund is \$2,020.50.

9. A depiction of the current working plan for certain proposed alternate alignments of the proposed interchange improvements at Route 129 is attached hereto as **Exhibit D**. There are no other currently proposed (i) changes to existing interchanges to Interstate 55 near or adjacent to the Subject Property or (ii) roadway improvements to Pine Bluff Road near or adjacent to the Subject Property.

10. Attached hereto as **Exhibit E** is a depiction of the Commercial Area.

11. All amounts payable to the City and the other taxing districts described in Section 13 of the Agreement have been paid in full, and there are no remaining obligations under Section 13 of the Agreement.

12. The following: (i) all amounts currently payable under the Fire Services Agreement have been paid in full in the amount of \$1,521,408.97, and there are no defaults, claims thereof, or any condition which, with the giving of notice and/or passage of time could become a default under the Fire Services Agreement, (ii) all amounts currently payable under Section 16 of the Agreement have been paid in full in the amount of \$80,000 (which includes all required donations to the General Assistance Fund, all amounts required to be paid to the Wilmington Township and all amounts required to be paid to the City) and (iii) all amounts currently payable under the School Letter Agreement (as contemplated by Section 17 of the Agreement) have been paid in full in the amount of \$1,183,744.82, and there are no defaults, claims thereof, or any condition which, with the giving of notice and/or passage of time could become a default under the School Letter Agreement.

13. The following payments have been made by the Owners pursuant to Section 14 of the Agreement: (i) \$353,607.93 has been paid for the annual costs of 2 police officers, (ii) \$80,900 has been paid to purchase 3 squad cars, and (iii) \$15,000 has been paid for basic equipment for such squad cars. The \$700,000 payment referenced in Section 14 of the Agreement has been paid in full. The City's current allocation of property taxes and sales taxes for police protection is N/A% of all property taxes and sales taxes received from the Subject Property, which for the calendar year 2015 was N/A.

14. Piping Solution B has been completed and paid for in full by the Owners and the City in accordance with the Agreement and is in full operation, and there are no remaining costs or obligations associated with Piping Solution B.

15. Construction of the Water Tower has been completed in accordance with the Agreement, and the Water Tower has been dedicated to the City as contemplated by Section 24 of the Agreement.

16. The current Term of the Agreement expires on May 3, 2030.

17. RLPI has complied in all respects with Section 68 and the Memorandum of Agreement regarding the terms and conditions upon which Owners shall extend offers to purchase residences within the Affected Area.

18. The City acknowledges (and approves) that after Purchaser consummates its transaction with RLPI, that Purchaser will succeed to all rights and obligations of RLPI, in all of its capacities (except in its capacity as an ordinary Owner, to the extent RLPI retains any portion of the Subject Property), including, without limitation, for notice purposes in Section 52 of the Agreement (which shall instead be delivered to the address of Purchaser set forth above) and for purposes of Section 65 of the Agreement (as amended).

19. [The estoppel certificate document was placed within the City Council meeting agenda posted on 2/12/2016 for discussion and review and the City Council meeting is schedule on 2/16/2016. The City Board has, by a vote of not less than two-thirds (2/3) of the Corporate Authorities currently holding office, approved the terms and provisions of this estoppel

certificate and have directed the City Mayor to execute, and the City Clerk to attest, to this
estoppel certificate on behalf of the City.

This estoppel certificate is for the benefit of and may be relied upon by (i) Purchaser and its successors and assigns, and (ii) any lender(s) of Purchaser (or Purchaser's successors and assigns) from time to time.

Very truly yours,

CITY OF WILMINGTON,
an Illinois municipal Corporation

By: _____
J. Marty Orr, Mayor

ATTEST:

By _____
Judith Radosevich, City Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

ACKNOWLEDGMENT

I, _____, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that J. Marty Orr, personally known to me to be the Mayor of the City of Wilmington, an Illinois municipal corporation, and Judith Radosevich, personally known to me to be the City Clerk of said municipal corporation, and 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 severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the City Council of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of _____, 2016

NOTARY PUBLIC

EXHIBIT A

PARCEL 1:

LOTS 2, 3, 4, AND 5 IN RIDGEPORT LOGISTICS CENTER 6 PHASE 2, BEING A SUBDIVISION OF PART OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 2, 2014 AS DOCUMENT R2014-036536 IN WILL COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1 AND 6 IN RIDGEPORT LOGISTICS CENTER - PHASE 2, BEING A SUBDIVISION OF PART OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 2, 2014 AS DOCUMENT R2014-036536 AND AS AMENDED BY THE CERTIFICATE OF CORRECTION RECORDED AUGUST 21, 2014 AS DOCUMENT NO. R2014-074296 AND BY CERTIFICATE OF CORRECTION RECORDED DECEMBER 10, 2014 AS DOCUMENT R2014-107175, IN WILL COUNTY, ILLINOIS

PARCEL 3:

THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 28 AS THE PLACE OF BEGINNING; THENCE DUE NORTH 20 RODS; THENCE DUE EAST 80 RODS; THENCE DUE SOUTH 20 RODS AND THENCE DUE WEST 80 RODS TO THE PLACE OF BEGINNING.

PARCEL 4:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 21 AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 21, THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 23 MINUTES 41 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 21, A DISTANCE OF 2643.26 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 21; THENCE SOUTH 00 DEGREES 07 MINUTES 41 SECONDS WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28, A DISTANCE OF 2636.49 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE NORTH 89 DEGREES 48 MINUTES 03 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28, A DISTANCE OF 1319.44 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE NORTH 00 DEGREES 11 MINUTES 13 SECONDS EAST ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 28, A DISTANCE OF 1897.25 FEET; THENCE NORTH 30 DEGREES 49 MINUTES 45 SECONDS EAST ALONG THE CENTERLINE OF A DITCH A DISTANCE OF 893.35 FEET; THENCE NORTH 01 DEGREES 04 MINUTES 17 SECONDS EAST ALONG SAID CENTERLINE OF DITCH A DISTANCE OF 2174.96 FEET; THENCE NORTH 51 DEGREES 07 MINUTES 45 SECONDS EAST ALONG SAID CENTERLINE OF DITCH A

DISTANCE OF 695.50 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 21; THENCE SOUTH 89 DEGREES 56 MINUTES 21 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 21, A DISTANCE OF 297.36 FEET TO THE POINT OF BEGINNING IN WILL COUNTY, ILLINOIS.

PARCEL 5:

THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 21 AND RUNNING NORTH 86 DEGREES 57 MINUTES WEST 166.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 3 DEGREES 23 MINUTES, 380.9 FEET TO A POINT; THENCE NORTH 86 DEGREES 57 MINUTES WEST 276.47 FEET TO A POINT; THENCE NORTH 3 DEGREES 23 MINUTES EAST 380.9 FEET TO A POINT IN THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 86 DEGREES 57 MINUTES EAST ALONG THE SAID NORTH LINE OF SAID SOUTHEAST 1/4 OF SAID SECTION, TO THE POINT OF BEGINNING, AND ALSO EXCEPTING THAT PORTION, IF ANY, FALLING WITHIN THE RIGHT OF WAY OF FEDERAL AID INTERSTATE ROUTE 55, INCLUDING THE FRONTAGE ROAD ON THE WESTSIDE OF SAID I-55, IN WILL COUNTY, ILLINOIS.

PARCEL 6:

THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, EXCEPT THAT PORTION FALLING WITHIN THE RIGHT OF WAY OF FEDERAL AID INTERSTATE ROUTE 55, INCLUDING THE FRONTAGE ROAD ON THE WEST SIDE OF I-55.

PARCEL 7:

THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, EXCEPT THE SOUTH 25 ACRES THEREOF, AND ALSO EXCEPT THAT PORTION FALLING WITHIN THE RIGHT OF WAY OF FEDERAL AID INTERSTATE ROUTE 55, INCLUDING THE FRONTAGE ROAD ON THE WEST SIDE OF SAID I-55, AND ALSO EXCEPTING ANY PORTION, IF ANY, OF SAID EAST 1/2 WHICH LIES EASTERLY OF THE RIGHT OF WAY OF SAID FEDERAL AID INTERSTATE ROUTE I-55.

PARCEL 8:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4, THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 56 MINUTES 21 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 1452.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 56 MINUTES 21 SECONDS EAST ALONG SAID LINE 874.89 FEET; THENCE SOUTH 51 DEGREES 07 MINUTES 45 SECONDS WEST 695.50 FEET; THENCE SOUTH 01 DEGREES 04 MINUTES 17 SECONDS WEST, 509.06 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 57 SECONDS WEST 333.68 FEET; THENCE NORTH 00 DEGREES 35 MINUTES 36 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID

SOUTHWEST 1/4, 946.07 FEET TO THE POINT OF BEGINNING ALL IN WILL COUNTY, ILLINOIS.

PARCEL 9:

THE SOUTHWEST 1/4 OF SECTION 21, AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPT THE FIVE FOLLOWING TRACTS:

- 1) THE NORTH 386.74 FEET OF THE WEST 1126.34 FEET OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN;
- 2) THE SOUTH 359.71 FEET OF THE NORTH 746.45 FEET OF THE WEST 876.40 FEET OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN;
- 3) THE SOUTH 1350.95 FEET OF THE WEST 840.83 FEET OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN;
- 4) THAT PART OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 56 MINUTES 21 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 1452.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 56 MINUTES 21 SECONDS EAST ALONG SAID LINE 874.89 FEET; THENCE SOUTH 51 DEGREES 07 MINUTES 45 SECONDS WEST 695.50 FEET; THENCE SOUTH 01 DEGREES 04 MINUTES 17 SECONDS WEST 509.06 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 57 SECONDS WEST 333.68 FEET; THENCE NORTH 00 DEGREES 35 MINUTES 36 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4 946.07 FEET TO THE POINT OF BEGINNING;

- 5) THAT PART OF THE SOUTHWEST 1/4 OF SECTION 21, AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 33 NORTH RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 21, THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 23 MINUTES 41 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 21, A DISTANCE OF 2643.26 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 21; THENCE SOUTH 00 DEGREES 07 MINUTES 41 SECONDS WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 28, A DISTANCE OF 2636.49 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE NORTH 89 DEGREES 48 MINUTES 03 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 28, A DISTANCE OF 1319.44 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 28, THENCE NORTH 00 DEGREES 11 MINUTES 13 SECONDS EAST ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 28, A DISTANCE OF 1897.25 FEET; THENCE NORTH 30 DEGREES 49 MINUTES

45 SECONDS EAST ALONG THE CENTERLINE OF A DITCH, A DISTANCE OF 893.35 FEET; THENCE NORTH 01 DEGREES 04 MINUTES 17 SECONDS EAST ALONG SAID CENTERLINE OF A DITCH A DISTANCE OF 2174.96 FEET; THENCE NORTH 51 DEGREES 07 MINUTES 45 SECONDS EAST ALONG SAID CENTERLINE OF DITCH A DISTANCE OF 695.50 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 21; THENCE SOUTH 89 DEGREES 56 MINUTES 21 SECONDS EAST ALONG THE NORTH LINE OF SOUTHWEST 1/4 OF SAID SECTION 21, A DISTANCE OF 297.36 FEET TO THE POINT OF BEGINNING IN WILL COUNTY, ILLINOIS.

PARCEL 10:

THE NORTH 386.74 FEET OF THE WEST 675.80 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS

AND;

THE NORTH 386.74 FEET OF THE EAST 450.54 FEET OF THE WEST 1126.34 FEET OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS

PARCEL 11:

THE SOUTH 359.71 FEET OF THE NORTH 746.45 FEET OF THE WEST 876.40 FEET OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PARCEL 12:

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 21; THENCE NORTHERLY ON THE WEST LINE OF SAID NORTHWEST 1/4, 746.74 FEET TO AN IRON PIN AND THE POINT OF BEGINNING; THENCE NORTHERLY ON SAID WEST LINE, 497.83 FEET TO AN IRON PIN; THENCE EASTERLY AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST 1/4, 350 FEET TO AN IRON PIN; THENCE SOUTHERLY AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4, 497.83 FEET TO AN IRON PIN; THENCE WESTERLY AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST 1/4, 350 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

PARCEL 13:

THE NORTH 265 FEET OF THE SOUTH 1785 FEET OF THE WEST 548 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS

AND;

THE WEST 8.5 FEET OF THE SOUTH 528.5 FEET OF THE NORTH 793.50 FEET OF THE SOUTH 1785 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PARCEL 14:

LOT 1 IN RIDGEPORT LOGISTICS CENTER 6 PHASE 1 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MAY 2, 2014 AS DOCUMENT R2014-036484, IN WILL COUNTY, ILLINOIS.

PARCEL 15:

LOT 1 IN RIDGEPORT LOGISTICS CENTER-PHASE 3 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 15, 2015 AS DOCUMENT R2015-031669 AND THE AFFIDAVIT AND CERTIFICATION OF CORRECTION RECORDED MAY 5, 2015 AS DOCUMENT R2015-037416, IN WILL COUNTY, ILLINOIS.

PARCEL 16:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE DUE EAST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 FOR A DISTANCE OF 769.61 FEET TO THE POINT OF BEGINNING; THENCE DUE NORTH FOR A DISTANCE OF 413.87 FEET; THENCE NORTH 11 DEGREES 50 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 235.06 FEET; THENCE NORTH 46 DEGREES 24 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 22.30 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 276.00 FEET; THENCE DUE SOUTH FOR A DISTANCE OF 658.72 FEET TO A POINT WHICH FALLS ON THE SAID SOUTH LINE OF THE NORTHEAST 1/4; THENCE DUE WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 340.40 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS

PARCEL 17:

THE EAST 428 FEET OF THE WEST 976 FEET OF THE SOUTH 680 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 21, IN TOWNSHIP 33 NORTH, AND IN RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, EXCEPT THEREFROM THE EAST 117 FEET OF THE WEST 655 FEET OF THE NORTH 1.0 FEET OF THE SOUTH 198 FEET AND EXCEPT THEREFROM THE SOUTH 197 FEET OF THE WEST 911 FEET OF THE SAID EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21, IN WILL COUNTY, ILLINOIS.

PARCEL 18:

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.

PARCEL 19:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE NORTH 87 DEGREES 54 MINUTES 23 SECONDS EAST 1110.14 FEET (MEASURED), NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 1110.01 FEET (RECORDED), ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4, TO THE SOUTHWEST CORNER OF THE PROPERTY CONVEYED BY DOCUMENT NUMBER R87-59009, FOR THE POINT OF BEGINNING; THENCE NORTH 02 DEGREES 01 MINUTES 06 SECONDS WEST 660.38 FEET (MEASURED), NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 658.72 FEET (RECORDED), ALONG THE WESTERLY LINE OF SAID DOCUMENT NUMBER R87-59009, TO A IRON PIPE; THENCE SOUTH 88 DEGREES 05 MINUTES 31 SECONDS WEST 276.03 FEET (MEASURED), NORTH 89 DEGREES 52 MINUTES 48 SECONDS WEST 276 FEET (RECORDED), ALONG SAID WESTERLY LINE OF DOCUMENT NUMBER R87-59009, TO A IRON PIPE; THENCE SOUTH 44 DEGREES 16 MINUTES 08 SECONDS WEST 22.28 FEET (MEASURED), SOUTH 46 DEGREES 24 MINUTES 32 SECONDS WEST 22.30 FEET (RECORDED), ALONG SAID WESTERLY LINE OF DOCUMENT NUMBER R87-59009, TO AN IRON PIPE; THENCE NORTH 21 DEGREES 35 MINUTES 45 SECONDS EAST 234.14 FEET (MEASURED), NORTH 23 DEGREES 38 MINUTES 31 SECONDS EAST 234.14 FEET (RECORDED), ALONG SAID WESTERLY LINE OF DOCUMENT NUMBER R87-59009, TO AN IRON ROD; THENCE NORTH 13 DEGREES 07 MINUTES 52 SECONDS EAST 142.89 FEET (MEASURED), NORTH 15 DEGREES 10 MINUTES 37 SECONDS EAST 142.88 FEET (RECORDED), ALONG SAID WESTERLY LINE OF DOCUMENT NUMBER R87-59009, TO AN IRON PIPE; THENCE SOUTH 89 DEGREES 56 MINUTES 52 SECONDS EAST 311.15 FEET (MEASURED), SOUTH 87 DEGREES 55 MINUTES 21 SECONDS EAST 311.15 FEET (RECORDED), ALONG THE NORTHERLY LINE OF SAID DOCUMENT NUMBER R87-59009, TO AN IRON PIPE; THENCE SOUTH 01 DEGREES 51 MINUTES 19 SECONDS EAST 326.66 FEET (MEASURED), SOUTH 00 DEGREES 11 MINUTES 19 SECONDS WEST 326.64 FEET (RECORDED), ALONG THE EASTERLY LINE OF SAID DOCUMENT NUMBER R87-59009, TO AN IRON PIPE; THENCE SOUTH 02 DEGREES 01 MINUTES 24 SECONDS EAST 659.88 FEET (MEASURED), SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 658.30 FEET (RECORDED), ALONG SAID EASTERLY LINE OF DOCUMENT NUMBER R87-59009, TO ITS INTERSECTION WITH SAID SOUTH LINE OF THE NORTHEAST 1/4; THENCE SOUTH 87 DEGREES 54 MINUTES 23 SECONDS WEST 149.08 FEET (MEASURED), SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 149.01 FEET (RECORDED), ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4, TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS

PARCEL 20:

THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO DESCRIBED AS BEING THE EAST 1/2 OF LOT 3 IN THE SUBDIVISION OF SECTION 16, AS SHOWN BY A COPY OF A MAP OF SAID SECTION, RECORDED MARCH 21, 1951, AS DOCUMENT NUMBER 688043 AND THE NORTH 1/2 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 SOUTH 1785.00 FEET OF THE WEST 548.00 FEET OF THE EAST HALF OF THE NORTHWEST 1/4 OF SAID SECTION

21, ALSO EXCEPTING THE EAST 428.00 FEET OF THE WEST 976.00 FEET OF THE SOUTH 680.00 FEET OF THE EAST HALF OF SAID NORTHWEST 1/4 OF SECTION 21, ALSO EXCEPTING THAT PART OF THE NORTH HALF OF SAID SECTION 21, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 21; THENCE SOUTH 87 DEGREES 54 MINUTES 23 SECONDS WEST 299.31 FEET, ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, TO ITS INTERSECTION WITH THE CENTER OF AN EXISTING DRAINAGE DITCH; THENCE NORTH 50 DEGREES 50 MINUTES 56 SECONDS EAST 46.05 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 49 DEGREES 03 MINUTES 56 SECONDS EAST 28.72 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 71 DEGREES 09 MINUTES 45 SECONDS EAST 61.66 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 57 DEGREES 32 MINUTES 40 SECONDS EAST 47.50 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 70 DEGREES 46 MINUTES 02 SECONDS EAST 68.73 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 64 DEGREES 14 MINUTES 53 SECONDS EAST 82.22 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 65 DEGREES 51 MINUTES 04 SECONDS EAST 116.11 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 67 DEGREES 09 MINUTES 45 SECONDS EAST 139.36 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 63 DEGREES 17 MINUTES 41 SECONDS EAST 67.71 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 68 DEGREES 00 MINUTES 28 SECONDS EAST 205.43 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 71 DEGREES 19 MINUTES 40 SECONDS EAST 78.05 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 60 DEGREES 07 MINUTES 50 SECONDS EAST 151.11 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 13 DEGREES 29 MINUTES 27 SECONDS EAST 141.67 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 09 DEGREES 16 MINUTES 23 SECONDS EAST 86.79 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 88 DEGREES 05 MINUTES 31 SECONDS EAST 61.71 FEET, TO AN IRON PIPE ON THE WESTERLY LINE OF THE PROPERTY CONVEYED BY DOCUMENT NUMBER R87-59009; THENCE NORTH 21 DEGREES 35 MINUTES 45 SECONDS EAST 234.14 FEET (MEASURED), NORTH 23 DEGREES 38 MINUTES 31 SECONDS EAST 234.14 FEET (RECORDED), ALONG SAID WESTERLY LINE OF DOCUMENT NUMBER R87-59009, TO AN IRON ROD; THENCE NORTH 13 DEGREES 07 MINUTES 52 SECONDS EAST 142.89 FEET (MEASURED), NORTH 15 DEGREES 10 MINUTES 37 SECONDS EAST 142.88 FEET (RECORDED), ALONG SAID WESTERLY LINE OF DOCUMENT NUMBER R87-59009, TO AN IRON PIPE; THENCE SOUTH 89 DEGREES 56 MINUTES 52 SECONDS EAST 311.15 FEET (MEASURED), SOUTH 87 DEGREES 55 MINUTES 21 SECONDS EAST 311.15 FEET (RECORDED), ALONG THE NORTHERLY LINE OF SAID DOCUMENT NUMBER R87-59009, TO AN IRON PIPE; THENCE SOUTH 01 DEGREES 51 MINUTES 19 SECONDS EAST 326.66 FEET (MEASURED), SOUTH 00 DEGREES 11 MINUTES 19 SECONDS WEST 326.64 FEET (RECORDED), ALONG THE EASTERLY LINE OF SAID DOCUMENT NUMBER R87-59009, TO AN IRON PIPE, AT THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED BY DOCUMENT NUMBER R91-71512; THENCE NORTH 87 DEGREES 58 MINUTES 03 SECONDS EAST 992.50 FEET (MEASURED), NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 992.56 FEET (RECORDED), ALONG THE NORTH LINE OF SAID DOCUMENT NUMBER R91-71512 AND THE NORTH LINE OF DOCUMENT NUMBERS R92-50127 AND R92-50126, TO A IRON PIPE, AT THE NORTHEAST CORNER OF SAID DOCUMENT NUMBER R92-50126; THENCE SOUTH 02 DEGREES 01 MINUTES 57 SECONDS EAST 658.82 FEET (MEASURED), SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 658.39 FEET (RECORDED), ALONG THE EASTERLY LINE OF SAID DOCUMENT NUMBER R92-50126, TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4; THENCE SOUTH 87 DEGREES 54 MINUTES 23 SECONDS WEST 2251.83 FEET (MEASURED), SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST

2251.58 FEET (RECORDED), ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4, TO THE POINT OF BEGINNING, AND ALSO EXCEPTING THAT PART OF THE LAND FALLING IN RIDGEPORT LOGISTICS CENTER PHASE 2 RESUBDIVISION RECORDED AS DOCUMENT NUMBER R2014-36536, ALSO EXCEPTING THAT PART OF THE LAND CONVEYED TO RIDGEPORT LOGISTICS CENTER PROPERTY OWNERS ASSOCIATION BY QUIT CLAIM DEED RECORDED AS DOCUMENT NUMBER R2008-111707 AND ALSO EXCEPTING THAT PORTION DEDICATED FOR INTERSTATE ROUTE 55, IN WILL COUNTY, ILLINOIS

PARCEL 21:

THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THAT PART OF THE LAND FALLING IN RIDGEPORT LOGISTICS CENTER PHASE 2 RESUBDIVISION RECORDED AS DOCUMENT NUMBER R2014-36536, ALSO EXCEPTING THAT PART OF THE LAND CONVEYED TO RIDGEPORT LOGISTICS CENTER PROPERTY OWNERS ASSOCIATION BY QUIT CLAIM DEED RECORDED AS DOCUMENT NUMBER R2008-111707 AND EXCEPTING THAT PART OF THE LAND CONVEYED TO CITY OF WILMINGTON BY QUITCLAIM DEED RECORDED AS DOCUMENT NUMBER R2013-98013, ALLIN WILL COUNTY ILLINOIS

PARCEL 22:

THE EAST 1/2 OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:

- A. THAT PART THEREOF LYING NORTHERLY AND NORTHEASTERLY OF RELOCATED LORENZO ROAD PURSUANT TO DOCUMENT R2002-100752; AND
- B. THAT PART THEREOF FALLING WITHIN THE RIGHT OF WAY OF FEDERAL AID INTERSTATE ROUTE 55, AND FALLING WITHIN THE RIGHT OF WAY OF THE FRONTAGE ROAD ON THE WEST SIDE OF SAID I-55; AND
- C. THAT PART THEREOF FALLING WITHIN THE IN RIDGEPORT LOGISTICS CENTER PHASE 2 RESUBDIVISION RECORDED AS DOCUMENT NUMBER R2014-36536
- D. THAT PART OF THE LAND CONVEYED TO RIDGEPORT LOGISTICS CENTER PROPERTY OWNERS ASSOCIATION BY QUIT CLAIM DEED RECORDED AS DOCUMENT NUMBER R2008-111707

PARCEL 23:

THE NORTH 58 ACRES OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 33 NORTH AND IN RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, EXCEPTING THAT PART OF THE LAND CONVEYED TO BNSF RAILWAY COMPANY BY SPECIAL WARRENTY DEED RECORDED AS DOCUMENT NUMBER R2014-109837.

PARCEL 24:

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 33 NORTH AND IN RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS,

EXCEPT THE NORTH 25 RODS OF THE EAST 32 RODS OF SAID NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 33 NORTH AND IN RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO EXCEPTING THAT PART OF THE LAND FALLING IN THE RIDGEPORT LOGISTICS CENTER PHASE 3 SUBDIVISION RECORDED AS DOCUMENT NUMBER R2015-31669, ALSO EXCEPTING THAT PART OF THE LAND CONVEYED TO BNSF RAILWAY COMPANY BY SPECIAL WARRENTY DEED RECORDED AS DOCUMENT NUMBER R2014-109837 IN WILL COUNTY, ILLINOIS

PARCEL 25:

THE NORTH 25 RODS OF THE EAST 32 RODS OF THE SOUTHEAST 1/4 OF SECTION 17, IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PARCEL 26:

THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, 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 AID 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 OF THE GULF, MOBILE AND OHIO RAILROAD COMPANY, SAID INTERSECTION BEING THE POINT OF BEGINNING, CONTINUING THENCE SOUTH 37 DEGREES 36 MINUTES WEST ALONG THE 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 2 DEGREES 20 MINUTES EAST FOR A DISTANCE OF 98.18 FEET TO THE SAID EXISTING SOUTH RIGHT OF WAY LINE OF STATE AID ROUTE NO. 31; THENCE WEST ALONG SOUTH RIGHT OF WAY FOR A DISTANCE OF 36.10 FEET, MORE OR LESS, TO THE POINT OF BEGINNING) ALSO (EXCEPTING THE NORTH 40 RODS (660 FEET) OF THE EAST 40 RODS (660 FEET) OF THE SAID EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, IN TOWNSHIP 33 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS), ALSO EXCEPTING THAT PART OF THE LAND FALLING IN THE RIDGEPORT LOGISTICS CENTER PHASE 3 SUBDIVISION RECORDED AS DOCUMENT NUMBER R2015-31669, ALSO EXCEPTING THAT PART OF THE LAND CONVEYED TO BNSF RAILWAY COMPANY BY SPECIAL WARRANTY DEED RECORDED AS DOCUMENT NUMBER R2014-109837 AND FURTHER EXCEPTING THE FOLLOWING DESCRIBED LAND: THAT PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF DESIGN ROAD PER THE RIDGEPORT LOGISTICS CENTER - PHASE 3 SUBDIVISION PLAT RECORDED APRIL 15, 2015, AS DOCUMENT R2015031669 AND CERTIFICATE OF CORRECTION RECORDED MAY 5, 2015 AS DOCUMENT R2015037416; THENCE SOUTH 88 DEGREES 51 MINUTES 14 SECONDS WEST ALONG THE NORTH LINE OF SAID DESIGN ROAD, 121.42 FEET (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983) TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 22 MINUTES 46 SECONDS WEST, 874.08 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 14 SECONDS WEST, 357.50 FEET; THENCE

NORTH 01 DEGREES 22 MINUTES 46 SECONDS WEST, 405.40 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE BNSF RAILWAY COMPANY RECORDED DECEMBER 19, 2014, AS DOCUMENT R2014109837; THENCE SOUTH 83 DEGREES 24 MINUTES 56 SECONDS WEST ALONG SAID EASTERLY LINE, 30.12 FEET; THENCE SOUTH 01 DEGREES 22 MINUTES 46 SECONDS EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 1360.06 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 21 MINUTES 03 SECONDS EAST ALONG SAID SOUTH LINE, 30.00 FEET TO A POINT ON THE WEST LINE OF SAID RIDGEPORT LOGISTICS CENTER - PHASE 3 SUBDIVISION PLAT; THENCE NORTH 01 DEGREES 22 MINUTES 46 SECONDS WEST ALONG SAID WEST LINE, 80.15 FEET TO THE NORTH LINE OF SAID RIDGEPORT LOGISTICS CENTER - PHASE 3 SUBDIVISION; THENCE NORTH 88 DEGREES 51 MINUTES 14 SECONDS EAST ALONG SAID NORTH LINE, 186.88 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE, BEING THE WESTERLY RIGHT-OF-WAY LINE OF SAID DESIGN ROAD AND ALSO BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 90.60 FEET, AN ARC LENGTH OF 5.54 FEET AND A CHORD BEARING OF NORTH 26 DEGREES 43 MINUTES 33 SECONDS WEST TO A NON-TANGENT LINE, BEING THE NORTH LINE OF SAID DESIGN ROAD; THENCE NORTH 88 DEGREES 51 MINUTES 14 SECONDS EAST ALONG SAID NORTH LINE, 173.00 FEET TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

PARCEL 27:

LOTS 2 AND 3 IN PINE GREEN NORTH, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1994, AS DOCUMENT NO. R91-53142, IN WILL COUNTY, ILLINOIS

PARCEL 28:

LOT 2 IN FIRST ADDITION TO PINE GREEN SUBDIVISION, PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 20, 1994 AS DOCUMENT NO. R94-52969, IN WILL COUNTY, ILLINOIS.

PARCEL 29:

LOT 7 IN RIDGEPORT LOGISTICS CENTER 6 PHASE 2, BEING A SUBDIVISION OF PART OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 2, 2014 AS DOCUMENT R2014-036536 AND AS AMENDED BY THE CERTIFICATE OF CORRECTION RECORDED AUGUST 21, 2014 AS DOCUMENT NO. R2014074296, AND AS FURTHER AMENDED BY THE CERTIFICATE OF CORRECTION RECORDED DECEMBER 10, 2014, AS DOCUMENT NO. 2014107175, IN WILL COUNTY, ILLINOIS.

PARCEL 30:

THAT PART OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH 01 DEGREES 23 MINUTES 04 SECONDS

WEST, A DISTANCE OF 2384.87 FEET (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983) ALONG THE WEST LINE OF SAID EAST HALF TO THE INTERSECTION WITH THE EXISTING SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD COMPANY; THENCE NORTH 36 DEGREES 47 MINUTES 59 SECONDS EAST, A DISTANCE OF 166.47 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 01 DEGREES 22 MINUTES 46 SECONDS EAST, A DISTANCE OF 731.69 FEET; THENCE SOUTH 06 DEGREES 35 MINUTES 04 SECONDS EAST, A DISTANCE OF 422.17 FEET; THENCE SOUTH 83 DEGREES 24 MINUTES 56 SECONDS WEST, A DISTANCE OF 51.01 FEET; THENCE SOUTH 01 DEGREES 22 MINUTES 46 SECONDS EAST, A DISTANCE OF 3668.47 FEET TO THE SOUTH LINE OF THE NORTH 58 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE SOUTH 89 DEGREES 15 MINUTES 51 SECONDS WEST, A DISTANCE OF 79.04 FEET ALONG SAID SOUTH LINE TO THE INTERSECTION WITH THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF SECTION 17; THENCE NORTH 01 DEGREES 39 MINUTES 23 SECONDS WEST, A DISTANCE OF 2308.63 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

PARCEL 31:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE SOUTH 01 DEGREES 39 MINUTES 23 SECONDS EAST, A DISTANCE OF 2308.63 FEET (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983) ALONG THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER TO THE INTERSECTION WITH SOUTH LINE OF THE NORTH 58 ACRES OF THE SOUTH HALF OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 15 MINUTES 51 SECONDS WEST, A DISTANCE OF 1277.36 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 01 DEGREES 37 MINUTES 36 SECONDS WEST, A DISTANCE OF 2310.47 FEET ALONG SAID WEST LINE TO THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 20 MINUTES 51 SECONDS EAST, A DISTANCE OF 1276.20 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

PARCEL 32:

OUTLOTS, 1, 2, 3 AND 4 IN RIDGEPORT LOGISTICS CENTER 6 PHASE 1 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MAY 2, 2014 AS DOCUMENT R2014-036484, IN WILL COUNTY, ILLINOIS.

PARCEL 33:

OUTLOTS A AND B IN RIDGEPORT LOGISTICS CENTER 6 PHASE 2, BEING A SUBDIVISION OF PART OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 2, 2014 AS DOCUMENT R2014-036536 AND AS AMENDED BY THE CERTIFICATE OF CORRECTION RECORDED AUGUST 21, 2014 AS DOCUMENT NO. R2014-074296 AND BY CERTIFICATE OF CORRECTION RECORDED DECEMBER 10, 2014 AS DOCUMENT R2014-107175, IN WILL COUNTY, ILLINOIS.

PARCEL 34:

THAT PART OF THE SOUTH HALF OF SECTION 16 AND THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE NORTH 01 DEGREE 38 MINUTES 25 SECONDS WEST ALONG THE WEST LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 16 A DISTANCE OF 345.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREE 38 MINUTES 25 SECONDS WEST ALONG SAID WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 16 A DISTANCE OF 530.18 FEET; THENCE NORTH 87 DEGREES 52 MINUTES 16 SECONDS EAST A DISTANCE OF 1693.40 FEET; THENCE SOUTH 22 DEGREES 46 MINUTES 22 SECONDS EAST A DISTANCE OF 983.82 FEET; THENCE SOUTH 63 DEGREES 47 MINUTES 30 SECONDS EAST A DISTANCE OF 365.37 FEET; THENCE SOUTH 02 DEGREES 03 MINUTES 06 SECONDS EAST A DISTANCE OF 257.52 FEET; THENCE SOUTH 87 DEGREES 56 MINUTES 54 SECONDS WEST A DISTANCE OF 521.57 FEET; THENCE NORTH 02 DEGREES 02 MINUTES 18 SECONDS WEST A DISTANCE OF 449.30 FEET; THENCE NORTH 68 DEGREES 30 MINUTES 35 SECONDS WEST A DISTANCE OF 927.06 FEET; THENCE SOUTH 87 DEGREES 52 MINUTES 16 SECONDS WEST A DISTANCE OF 995.75 FEET TO SAID POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

PARCEL 35:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 5/8 INCH IRON ROD, BEING THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 87 DEGREES 52 MINUTES 18 SECONDS EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 1310.50 FEET (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983) TO THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER; THENCE NORTH 01 DEGREES 38 MINUTES 18 SECONDS WEST ALONG SAID WEST LINE, 875.70 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF TOWER ROAD AS DEDICATED PER THE FINAL PLAT OF RIDGEPORT LOGISTICS CENTER - PHASE 2, RECORDED MAY 2, 2014 AS DOCUMENT R2014036536 AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREES 38 MINUTES 18 SECONDS WEST ALONG THE WEST LINE OF SAID EAST HALF, 1693.98 FEET TO A 5/8 INCH IRON ROD, BEING A BEND POINT ON THE WEST LINE OF SAID FINAL PLAT OF RIDGEPORT LOGISTICS CENTER - PHASE 2; THENCE ALONG THE WEST LINE OF GRAASKAMP BOULEVARD ALSO BEING THE WEST LINE OF FINAL PLAT OF RIDGEPORT LOGISTICS CENTER - PHASE 2, FOR THE NEXT 2 COURSES; 1) THENCE SOUTH 28 DEGREES 17 MINUTES 49 SECONDS EAST, 37.14 FEET TO A 5/8 INCH IRON ROD; 2) THENCE SOUTH 01 DEGREES 08 MINUTES 31 SECONDS EAST, 1660.82 FEET TO A CONCRETE MONUMENT, BEING THE SOUTHWEST CORNER OF SAID FINAL PLAT OF RIDGEPORT LOGISTICS CENTER - PHASE 2; THENCE SOUTH 87 DEGREES 52 MINUTES 23 SECONDS WEST ALONG SAID WESTERLY EXTENSION OF THE SOUTH LINE OF TOWER ROAD, 2.28 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

EXHIBIT C

EXHIBIT D

EXHIBIT E

CONTRACT TO PURCHASE ILLINOIS FARM LAND
(Unimproved Agricultural Land)

This agreement is entered into this _____ day of _____, 2016, between Seller(s): MKM Oil, Inc., an Illinois Corporation, and Buyer(s): City of Wilmington, an Illinois Municipal Corporation, who Contract(s) to purchase the following described real estate commonly known as: 09-18-30-100-005, and legally described as:

The Northerly 300 feet as measured along the East Line of the following parcel, taken as a tract: The West 417 feet of the Northwest 1/4 of Section 30, Township 33 North, Range 10, East of the Third Principal Meridian, excepting therefrom that part Dedicated for Public Right of Way by Document Number 557955 of Will County Records, all in Florence Township, Will County, Illinois.

Containing approximately 2.076 acres.

(or see legal description attached) and the following listed fixtures located thereon: _____
_____ (or see inventory attached) which shall be left in and upon said premises, subject to reasonable wear and tear.

1. CONTRACT SALES PRICE AND TERMS

Purchase Price	\$ 295,000.00 _____
Earnest Money Deposit	\$ _____
Balance Due at Closing	\$ _____

2. METHOD OF PAYMENT: *(Check Applicable Statements)*

A. Cash (no financing required) The payment of the purchase price in cash, or by check.

B. Financing:

~~___ 1. This Contract is contingent upon the approval of funding.~~

~~___ 2. This Contract is contingent upon the ability of the Buyer to assume the existing mortgage with an approximate principal balance of \$ _____ with interest at the rate of _____% per annum, with principal and interest payments of \$ _____ and with the balance to be paid in cash at the time of closing.~~

~~___ 3. This Contract is contingent upon Buyer and Seller signing a Contract for Deed with the principal balance of \$ _____, and interest at the rate of _____% for the term of _____ years, amortized over _____ years with _____ payments of \$ _____ (or more) for principal and~~

interest balance of \$ _____ in cash at time of execution of such contract.

~~4. Seller may agree to provide money mortgage with similar general terms as the prevalent mortgage documents being used in the community and with the same specific terms as previously set forth in Paragraph 2,B.1. If Buyer cannot otherwise obtain financing, Seller must notify Buyer no later than five (5) days before the date specified in paragraph 2,B.1. or this Contract shall be void as provided in Paragraph 2,B.1.~~

~~3. CONTINGENCIES: Contract is contingent upon Buyer's sale or Buyer's completion of the sale of the property in which he has an interest located at _____ currently marketed at \$ _____ on or before the _____ day of _____, 2015. However, Seller reserves the right to accept an offer from another party during the term of the contingency. In the event Seller receives such an offer, he shall notify Buyer in writing and Buyer shall have _____ calendar days following delivery of such notice to waive this contingency, in which event this Contract shall remain in full force and effect. If the Buyer does not waive such contingency in writing within the time provided for, this Contract shall be null and void and all earnest money shall be promptly returned to the Buyer upon written direction of the parties to the Escrowee.~~

~~If the Buyer waives this contingency, after receipt of the notice described herein, the Buyer shall:~~

- ~~1) Deposit an additional \$ _____ earnest money with the Escrowee, namely _____ and~~
- ~~2) Execute a written Removal of Contingency. (Rider C)~~

4. CLOSING AND POSSESSION

This Contract shall be closed on or before 30 days after execution of contract by both parties, or at such other time as may be mutually agreed in writing. Possession subject to the right of any tenants in possession. The parties agree that possession of said property is to be delivered to Buyer at closing. ~~Seller will _____ or will not _____ agree to allow Buyer the right, following fall harvesting, to enter the farm property for the purpose of performing land husbandry, customary tillage, application of fertilizer and lime, soil conservation practices and soil testing.~~The parties agree that the closing may occur in either Will or Kankakee County.

5. REAL ESTATE TAXES ó Drainage Taxes and Special Assessment

Buyer(s) Initial(s) _____

Seller(s) Initial(s) _____

The 2015 real estate taxes, drainage assessment taxes, special assessments due and payable in 2016 shall be paid by Seller. The 2016 real estate taxes, drainage assessment taxes, special assessments due and payable in 2017 shall be paid by Buyer.

6. CROPS AND EXPENSES

~~Seller shall receive the Landlord share (or cash rent) for the 2015 crop year except the December payment thereof.~~

7. GOVERNMENTAL AGRICULTURAL PROGRAM PAYMENTS

~~A. Buyer accepts title subject to the farms existing participation in the following government agricultural programs (check appropriate statements):~~

- ~~_____ Conservation Reserve Program (CRP)~~
- ~~_____ Conservation Reserve Enhancement Program (CREP)~~
- ~~_____ Other (specify) _____~~

~~B. The Seller/Buyer shall receive the landowner share of annual government program payments for the _____ crop year.~~

~~C. The Seller/Buyer shall receive the landowner share of government conservation program payments for the _____ crop year.~~

8. LEASE TERMINATION

There is ___ is not ___ currently a tenant in possession of the property. Seller shall ___ ~~shall not~~ ___ be responsible for the termination of the rights of any tenant in possession of the property. If Seller is responsible, then Buyer shall have the right to demand satisfactory evidence that the rights of all parties to possession have been terminated at closing.

9. CONVEYANCE

At closing Seller shall convey and transfer the property to Buyer by warranty deed, appropriate assignment or other similar acceptable instrument of conveyance, which instrument shall be subject to the exceptions permitted herein, releasing homestead. At the same time the balance of the purchase price then due shall be paid and all documents relative to the transaction shall be signed and delivered. ~~In the event the Buyer shall assume any existing indebtedness, cost of such assumption shall be borne by Buyer.~~

10. TITLE EVIDENCE

Buyer(s) Initial(s) _____

Seller(s) Initial(s) _____

Upon acceptance of this Contract, Buyer shall within a reasonable period obtain a commitment for an Owners Title Guaranty Policy issued by a Company licensed to issue the same for the County in which said premises are located for the amount of the purchase price. Seller shall pay its and buyer's closing costs.

Subject only to the following: (a) all taxes and special assessments now a lien, levied, or confirmed after the date hereof, (b) building, use and occupancy or restrictions, if any, (c) zoning laws and ordinances, (d) easements of record or in place affecting the premises, if any, of record, (e) drainage ditches, feeders and laterals, if any, (f) conveyances or reservations of coal, minerals and mining rights, if any, of record, (g) mortgage or other lien that may be eliminated at closing by application of the purchase price, (h) rights of tenants in possession, if any, and (i) matters which can only be discovered by a survey of the property. Buyer or his attorney shall within ten (10) business days after receiving such title evidence, deliver to Seller or his attorney, together with such evidence, a report in writing specifying any objections made to the title. In case such title evidence is not delivered to Buyer or his attorney within reasonable time, or material objections made to the title in such report are not cured within sixty (60) days after such report is so delivered, this Contract shall, at Buyer's option, be void and all earnest money shall be returned to Buyer. Buyer may, nevertheless, elect to take such title as it then is, and may deduct from the purchase price the amounts of liens and encumbrances and, in such case, the Seller shall convey the premises as agreed.

11. MINERAL RIGHTS

The Buyer will receive and Seller will convey all of Seller's water, oil, gas, coal and other mineral rights not conveyed of record, and shall execute an appropriate assignment of any existing leases or contracts relating to those rights.

12. FARMLAND ENVIRONMENTAL WARRANTY

Sellers warrant and represent that there are no underground tanks or environmental issues with the property to their knowledge. Sellers also warrant and represent that they are unaware of any notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance, with or any liability under any Environmental Law relating to the operations or conditions of the Property.

13. ATTORNEY REVIEW

The parties shall have until 7:00 p.m. on the fifth (5th) business day following acceptance of this Contract (Review Period) to have the Contract reviewed by their respective attorney, and that attorney may propose modifications within the Review Period except

Buyer(s) Initial(s) _____

Seller(s) Initial(s) _____

that an attorney may not propose changes in price or the date of closing. If the Parties do not reach agreement on any proposed modification and written notice terminating this Contract is given to the other within the Review Period, this Contract shall be null and void and any earnest money refunded to Buyer. If written notice is not served within the Review Period, this provision shall be deemed waived by the parties and this Contract shall remain in full force and effect.

14. PERFORMANCE

Should Buyer fail to perform this Contract promptly on Buyer's part, at the time and in the manner herein specified, the Seller shall, at his election, have all rights and remedies for breach of this Contract as may be permitted in law or equity, including but not limited to, the right to retain the earnest money paid above as liquidated damages, and in the event of such retention, this Contract thereupon shall become and be null and void. Escrowee shall, in case said earnest money be retained as herein provided, apply the same first to the payment of any expenses incurred on behalf of Seller, and second dividing the balance between Seller and Broker to the extent of Broker's fee or commission.

15. EARNEST MONEY ESCROW

The earnest money funds shall be held in escrow by Listing Broker, as Escrow Agent, for the mutual benefit of the parties, and shall be disbursed according to the terms of this Contract. In the event that the Buyer and the Seller fail to reach an agreement regarding dispersal of the earnest money, the Escrow Agent is authorized to file an interpleader action, and the parties agree that the Escrow Agent will be reimbursed from the earnest money for all costs including reasonable attorney's fees.

16. INTEREST BEARING TRUST ACCOUNT (*check if applicable* ___)

Escrow Agent is directed to deposit trust funds hereunder in an interest bearing account with the interest thereon accruing for the benefit of the _____ with the interest credited to Social Security No. _____. In the event of default by the Buyer, any accrued interest on funds so held shall be treated as an additional earnest money and shall be disbursed according to the terms of Paragraph 15 and 17 of this agreement.

17. RETURN OF EARNEST MONEY

THERE SHALL BE NO DISBURSMENT OF EARNEST MONEY UNLESS ESCROWEE HAS BEEN PROVIDED WITH A SIGNED AGREEMENT FROM SELLER AND BUYER. Absent an agreement relative to the disbursement of earnest money within a reasonable period of time,

Buyer(s) Initial(s) _____

Seller(s) Initial(s) _____

Escrowee may deposit funds with the Clerk of the Circuit Court by the filing of an action in the nature of interpleader. Escrowee shall be reimbursed from the earnest money for all costs, including reasonable attorney's fees relating to the filing of the interpleader action. Seller and Buyer hereby indemnify and hold Escrowee harmless from any and all claims and demands arising out of the interpleader action. Seller and Buyer hereby indemnify and hold Escrowee harmless from any and all claims and demands arising out of any release of earnest money pursuant to a written agreement of the parties or court order.

18. TAX DEFERRED EXCHANGE (*check if applicable* X)

It is the (Buyer's/Seller's) intent to use this transaction in an Internal Revenue Code, Section 1031 Tax Deferred Exchange. The Buyer agrees to cooperate with the Seller and the Seller agrees to cooperate with the Buyer in any such tax deferred exchange. Any documents that need to be prepared to effect the exchange and any expenses incurred shall be (Buyer's/Seller's) sole responsibility. "Buyer is aware that Seller has the option to qualify this transaction as an Internal Revenue Code Section 1031 tax deferred exchange. Seller requests Buyer's cooperation in the event of an exchange and agrees to the assignment of this contract to _____ by the Seller. Seller agrees to hold the Buyer harmless from any and all claims, liabilities and costs of such an exchange."

"Seller acknowledges and agrees that Buyer may engage in a deferred or reverse exchange of like-kind property (an "Exchange") utilizing a qualified intermediary ("QI") or an exchange accommodator titleholder ("EAT") pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations, revenue procedures and other guidance promulgated thereunder. Notwithstanding any provision herein to the contrary, in the event Buyer elects to engage in a deferred or reverse like-kind exchange, the Seller agrees to consent to the assignment of Buyer's rights under this Agreement to a QI or EAT in order to facilitate such deferred or reverse like-kind exchange. Seller further agrees to execute any and all documents reasonably necessary to consummate the purposes of this Section. In the event Buyer engages an EAT for its Exchange, Seller agrees to transfer legal title to the Property to such EAT pursuant to instruments of transfer otherwise complying with the terms of this Agreement. Any assignment

Buyer(s) Initial(s) _____

Seller(s) Initial(s) _____

by Buyer in conformance with this Section shall be at the cost of Buyer, and such assignment shall not relieve Buyer of any of its obligations (including any post-closing obligations) or liabilities under this Agreement or delay the Closing hereunder.

If Buyer elects to use a QI or EAT in connection with an Exchange, then at the Closing Seller shall return the Deposit to Buyer so that EAT or QI may pay the full amount of the Purchase Price to Seller at Closing."

~~19. DUAL AGENCY CONFIRMATION (check if applicable)~~

~~The undersigned confirm that they have previously consented to _____ (licensee) acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this document.~~

20. REPRESENTATIONS

Seller represents that there will be no Title Liens, unrecorded liens, judgment liens, mechanic's liens or Uniform Commercial Code liens against any of the property on closing date. If any representation is untrue, the Contract may be terminated by the Buyer and the Earnest Money shall be refunded without delay. Representations shall survive closing.

21. GENERAL CONDITIONS AND STIPULATIONS

1. Time shall be considered to be of the essence of this Contract. The warranties and agreement herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto. If there be more than one Seller or Buyer, the word "Seller" or "Buyer" wherever used herein shall, respectively, be construed to mean Sellers and Buyers, and the necessary grammatical plural changes shall in all cases be assumed as though in each case fully expressed.
2. All notices and demands herein required or given hereunder shall be in writing. The mailing of any such notice or demand by certified mail with return receipt to the Seller or to the Buyer at their respective addresses hereinbefore set forth shall be considered sufficient service as of three (3) days after mailing. If there is more than one Seller or Buyer hereunder, the mailing of such notice or demand to any one Seller or buyer at said respective addresses shall be considered to be sufficient service on all such Sellers and Buyers respectively.

Buyer(s) Initial(s) _____

Seller(s) Initial(s) _____

3. THE UNDERSIGNED ACKNOWLEDGE THAT IT IS ILLEGAL TO REFUSE TO SELL REAL ESTATE BECAUSE OF RACE, COLOR, RELIGION, SEX, CREED, HANDICAP, NATIONAL ORIGIN, MARITAL OR FAMILIAL STATUS.
4. This Contract contains all the terms and conditions agreed upon by the parties hereof, and supersedes all oral agreements, regarding the subject matter of this Contract and may only be amended in writing signed by all parties.
5. Seller and Buyer agree to provide all information necessary to complete and execute all documents and perform all actions necessary to comply with the following: (a) Real Estate Settlement Procedures Act of 1974; (b) Internal Revenue Service Form 1099S; (c) Section 445 of the Internal Revenue Code as amended (which deals with the citizenship of the seller); (d) a mutually agreeable summary of the closing transaction; and (e) all laws, statutes, ordinances and regulations applicable to the transaction.
6. Facsimile copies and signatures on this Contract shall be as valid as an originally signed Contract.

22. SPECIAL PROVISIONS: _____

23. ADDENDA

This Contract includes as its provisions the following Addenda:

_____ Farmland Environmental Checklist

24. CONTRACT ACCEPTANCE PERIOD

This Contract executed by Seller this ____ day of _____, 2016 and Buyer shall have 14 calendar days to accept, counter, or reject this Contract. Seller shall have 7 days to accept, counter, or reject any initialed changes to this Contract.

 Contract Acceptance Date

 Contract Offer Date

Buyer(s) Initial(s) _____

Seller(s) Initial(s) _____

Buyer Signature

Seller Signature

Buyer Signature

Seller Signature

Address

Address

Phone

Phone

Email address

Email address

Seller Attorney

John A. Urban
Buyer Attorney

Attorney Address

123 N. Water Street, Wilmington, IL
Attorney Address

Phone

Fax

815- 476-4600
Phone

815-476-4646
Fax

Email address

attorneyjohnurban@gmail.com
Email address

Lender Information:

Lender Phone

Fax

Lender email

Lender Contact/Loan Officer:

Buyer(s) Initial(s) _____

Seller(s) Initial(s) _____

PUBLIC NOTICE

Notice of Public Hearing
Planning and Zoning Commission of the City of Wilmington, IL

Notice is hereby given that on February 11, 2016 at 5:00 p.m., a Public Hearing will be held by the Planning and Zoning Commission of the City of Wilmington at City Hall located at 1165 S. Water Street, Wilmington, IL, on the proposed Text Amendment to the Code of Ordinances Chapter 150, Zoning Ordinance - Article 2, 150.19, Site Plan for Multifamily, Residential, Commercial and Industrial Developments. The text amendment would affect the procedures for site plan submission, examination, review, and approval for all Multifamily, Residential, Commercial and Industrial Developments within the City of Wilmington.

All persons interested in attending are invited to do so and will be given an opportunity to be heard. Additional information on such a request can be obtained from the City of Wilmington at 1165 S. Water Street, Wilmington, IL 815-476-2175.

Rick Smith
Planning and Zoning Commissioner
City of Wilmington

150.19 - Site plan for multifamily residential, commercial and industrial developments.

- (A) Compliance required. No lot, plot or parcel of land shall be improved or developed for multifamily residential, commercial, industrial or any other nonresidential purposes or uses nor shall any building permit be issued for the construction of any improvements or buildings for multifamily residential, commercial, industrial or any other nonresidential purposes and uses within the city until the provisions of this article have been complied with. Resurfacing or paving of existing parking lots, provided said lot is not being expanded, is exempt from this requirement.
- (B) Site plan submission. Any person proposing the development of any lot, plot or parcel of land or applying for a building permit for the construction of improvements or buildings for multifamily residential, commercial, industrial or any other nonresidential purposes or uses, prior to the commencement of such development or at the time of the submission of an application for such permit, shall submit 44 5 copies of a site plan to the PZC city engineer. Accompanying each site plan herein required shall be copies of all of the permits from other governmental bodies or agencies required for the contemplated development, improvement or building. A site plan is not required for minor improvements or remodeling of an existing business where the total impervious area (footprint) of the building does not change. A change of zoning, parking lot expansions, minor changes to a commercial entrance or additions to water retention or detention facilities, as required by city ordinances, will require a site plan.

Exemption from the site plan submission requirement does not exempt applicants from the requirement to submit information required by the building inspector as part of the building permit process.

- (C) Information on site plan. The site plan shall designate the following:
 - (1) Topography of the site and adjoining lands as the same will exist upon completion of the contemplated development or improvement at two feet elevation intervals, including groundcover, slopes, banks, ditches and other like features;
 - (2) Location, arrangement, exterior height dimensions and exterior materials of all permanent buildings and aboveground structures;
 - (3) Location, arrangement and dimensions of vehicle parking spaces, width of aisles, bays and angle of parking, together with the type of parking surface;
 - (4) Location and dimensions of vehicular entrances, exits and driveways;
 - (5) Location and dimensions of pedestrian entrances, exits, walks and walkways;
 - (6) Location and dimensions of the specific storm or surface water drainage system to serve the site, together with connections to off-site drainage facilities;
 - (7) Location, dimensions and capacities of all utilities to serve the site including natural gas, telephone, electricity, water and sanitary sewer, together with connections to connecting off-site utility lines and mains;
 - (8) Location, size, height and orientation of all signs other than signs flat on building facades;
 - (9) Lighting plan showing location, size, height, illumination and orientation of all lights;
 - (10) Location and dimensions of all storm water retention ponds and facilities;
 - (11) Location, arrangement and dimensions of vehicle loading and unloading spaces, areas and docks;
 - (12) Location, dimensions and materials of walls and fences;
 - (13) The date the site plan was prepared and the name, address, and phone number of the preparer. Site plans involving any engineering are required to bear the signature and seal of an Illinois professional engineer.

- (D) Compliance with zoning and city regulations. The site plan or addendum thereto shall further contain information showing compliance with all of the requirements of the applicable zoning district regulations and all other applicable provisions of the city code.
- (E) Examination of site plan. The ~~PZC shall require the~~ city engineer, city building official, and city planner shall ~~to~~ examine and review the site plan to determine whether the same complies with this chapter and all other city ordinances, insures adequate utility service to the development or building and provides for proper storm or surface water retention and drainage, whether the contemplated development, improvement, building or facilities will harm or damage surrounding properties or overload public and utility improvements beyond their capacity and shall submit ~~his~~ their written recommendation of approval, denial or modification to the ~~PZC~~, building inspector, and zoning officer for their review and recommendation for approval or denial.
- (F) ~~PZC review. The PZC shall review the proposed site plan and within 60 days of receipt of a complete site plan shall make its recommendations with regard to the site plan to the mayor and city council.~~
- (G) City council, final decision. In all cases the city council shall make the final decision as to the approval or denial of a site plan, and shall consider in its decision the recommendation or lack thereof from the building inspector, zoning officer, ~~PZC~~ city building official, city planner, and city engineer.
- (H) Denial of site plan. In the event a site plan does not comply with all required recommendations, it shall be deemed denied until all recommendations are complied with.
- (I) Site plan review fee and professional fee agreement. The applicant shall submit a site plan fee in the amount dictated by the city council, which may be amended from time to time. In addition, the applicant shall pay all professional fees including, but not limited to, reasonable attorneys', engineers' and planners' fees associated with the site plan review. The applicant shall execute a professional agreement in an amount established by ordinance by the city council and may be amended from time to time.

~~(Ord. 1324, passed 1-4-00; Am. Ord. 1401, passed 1-15-02)~~