



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

Location & Time

Council Chamber
Wilmington City Hall
1165 S. Water Street
6:00 p.m. 03/16/16

**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 February 16, 2016 Meeting Minutes
3. Review Accounting Reports as Presented by City Accountant
4. New Business
 - a. Review/Approve *An Ordinance Amending a Provision of Chapter 96 of the Wilmington Code of Ordinances Relating to Signs*
 - b. Review/Approve Review Park Rules
 - c. Review/Approve Seventh Amendment to Annexation Agreement with Ridge Logistics Park I, LLC
 - d. Review/Approve Annexation Agreement Estoppel with Ridge Logistics Park I, LLC
 - e. Review/Approve Tenth Amendment to Redevelopment Agreement with Ridge Logistics Park I, LLC
 - f. Review/Approve Redevelopment Agreement Estoppel with Ridge Logistics Park I, LLC
 - g. Review/Approve Resolution of Intent to Amend the TIF District for Ridgeport Logistics Center Intermodal Terminal Facility Area
5. Adjournment

Committee: Finance, Administration and Land Acquisition

Date: Tuesday February 16, 2016

Time: 6:00 p.m.

Members

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

Non-Members

Present: Mayor Orr, City Clerk Judy Radosevich, City Administrator Tony Graff, City Accountant Kim Doglio

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

Approve of the January 19, 2016 Meeting Minutes

Alderman Tutor made a motion and Alderman K. Hall seconded to approve the January 19, 2016 committee meeting minutes as amended and have them placed on file, motion passed.

Review Accounting Report as Presented by the City Accountant

Kim Doglio the City Accountant reviewed the check register and noted that there is nothing unusual. Collector's Report shows \$107,000 permit fee from Project Phoenix @ Ridgeport, everything else is on target.

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 just an update and that the lowest bidder will hold the bid for 180 days. The project target date is May/June the latest August/September 2016.

New Business;

Review/ Approve an Ordinance Establishing Cost Reimbursements for Contractual Police Services Including Hazardous Material Responses

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

Review/ Approve a Resolution Determining the 2016 Hourly Police Officers Reimbursement Cost for Contractual Police Services

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

Review/ Approve Hey & Associates, Inc. Proposal for Assessment & Concept Development of the Kankakee Rive Dam.

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

Review/ Approve Real Estate Contract with MKM Oil, Inc.

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

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.

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

The February 16, 2016 Finance, Administration & Land Acquisition Meeting adjourned at 6:52 p.m.

Respectfully Submitted,

Judith Radosevich
City Clerk

City of Wilmington

Check Register Meeting Date: March 16, 2016



| Check# | Date | Vendor/Employee | Amount |
|-------------|-----------|--|-----------|
| Fund | 1 | General Corporate Fund | |
| 17380 | 3/3/2016 | Secretary Of State | 95.00 |
| 0 | 3/16/2016 | Misc. Vndrs | 469.35 |
| 0 | 3/16/2016 | Payroll Sweep | 78,010.96 |
| 17383 | 3/16/2016 | Adp Inc | 784.02 |
| 17384 | 3/16/2016 | Air Gas USA, LLC | 43.51 |
| 17385 | 3/16/2016 | Angelos True Value / Ben Angelos Liquors Inc | 131.99 |
| 17386 | 3/16/2016 | Annemarie Dell'Aquila | 240.00 |
| 17387 | 3/16/2016 | Belson Steel Center Inc | 15.81 |
| 17389 | 3/16/2016 | Brown's Building Maintenance, Inc. | 3,528.00 |
| 17390 | 3/16/2016 | Jose Campos | 224.75 |
| 17391 | 3/16/2016 | Chart Automotive Group Inc | 660.40 |
| 17392 | 3/16/2016 | Cintas Corporation | 51.70 |
| 17393 | 3/16/2016 | City of Wilmington | 2,000.00 |
| 17394 | 3/16/2016 | Clark Baird Smith, LLC | 1,087.50 |
| 17395 | 3/16/2016 | Clennon Electric Co Inc | 270.40 |
| 17396 | 3/16/2016 | College Of Dupage | 125.00 |
| 17397 | 3/16/2016 | Comcast | 109.85 |
| 17398 | 3/16/2016 | ComEd | 880.80 |
| 17399 | 3/16/2016 | Commercial Electronic Systems, Inc. | 612.00 |
| 17400 | 3/16/2016 | D'Orazio Ford | 5,364.41 |
| 17401 | 3/16/2016 | Jeremy DeVivo | 976.00 |
| 17403 | 3/16/2016 | DTW Inc | 886.25 |
| 17405 | 3/16/2016 | EMP Medical Equipment | 172.00 |
| 17406 | 3/16/2016 | Fisher Auto Parts Inc | 83.65 |
| 17407 | 3/16/2016 | Fort Dearborn Life Insurance | 381.62 |
| 17408 | 3/16/2016 | G W Communications | 26.00 |
| 17410 | 3/16/2016 | Grundy Supply | 32.45 |
| 17411 | 3/16/2016 | Hey & Associates, Inc. | 525.00 |
| 17412 | 3/16/2016 | Hinshaw & Culbertson LLP | 1,238.43 |
| 17413 | 3/16/2016 | HR Green, Inc. | 2,448.20 |
| 17414 | 3/16/2016 | IL-LEAP | 30.00 |
| 17415 | 3/16/2016 | Jcm Uniforms | 30.00 |
| 17416 | 3/16/2016 | Kankakee Truck Equipment, Inc. | 502.19 |
| 17417 | 3/16/2016 | Konica Minolta | 293.86 |
| 17418 | 3/16/2016 | Konica Minolta | 310.35 |
| 17419 | 3/16/2016 | Raymond Larson | 230.00 |
| 17420 | 3/16/2016 | Minarich Graphics & Supplies Inc. | 162.60 |
| 17421 | 3/16/2016 | Nicor | 323.58 |
| 17422 | 3/16/2016 | Office Depot | 434.87 |
| 17423 | 3/16/2016 | Pierro Quality Electrical Cons., Inc. | 1,086.00 |
| 17424 | 3/16/2016 | Prairie Material Sales Inc | 1,172.53 |
| 17425 | 3/16/2016 | Purchase Power | 249.00 |
| 17426 | 3/16/2016 | Sandeno, Inc. | 441.10 |
| 17427 | 3/16/2016 | Shred X | 71.04 |

| | | | |
|---------------|-----------|------------------------------|-------------------|
| 17428 | 3/16/2016 | Sistek Sales Inc | 327.25 |
| 17429 | 3/16/2016 | Standard Equipment Co | 532.87 |
| 17430 | 3/16/2016 | T D Petes | 1,012.11 |
| 17431 | 3/16/2016 | Allegra Coal City, TGRV, LLC | 429.50 |
| 17432 | 3/16/2016 | John Urban | 869.50 |
| 17433 | 3/16/2016 | WESCOM | 13,499.57 |
| 17434 | 3/16/2016 | Whitmore Investments Inc | 645.58 |
| 17435 | 3/16/2016 | Will Co. 911 System | 122.46 |
| 17436 | 3/16/2016 | Will County Animal Control | 150.00 |
| 17437 | 3/16/2016 | Wilmington Overhead Door Co. | 291.00 |
| TOTAL: | | | <u>124,692.01</u> |

| | | | |
|---------------|-----------|---|------------------|
| Fund | 2 | Water Operating M & R Fund | |
| 0 | 3/16/2016 | Payroll Sweep | 13,368.98 |
| | | USPS | 503.50 |
| 9079 | 3/16/2016 | Accela, Inc. #774375 | 329.00 |
| 9081 | 3/16/2016 | Cintas Corporation | 137.29 |
| 9082 | 3/16/2016 | Comcast | 102.85 |
| 9083 | 3/16/2016 | ComEd | 2,380.40 |
| 9086 | 3/16/2016 | Docs Discount Drugs Ltd | 6.98 |
| 9087 | 3/16/2016 | DTW Inc | 530.00 |
| 9090 | 3/16/2016 | Fastenal Company | 21.90 |
| 9091 | 3/16/2016 | Fisher Auto Parts Inc | 6.95 |
| 9092 | 3/16/2016 | Fort Dearborn Life Insurance | 82.70 |
| 9094 | 3/16/2016 | Illinois Enviromental Protection Agency | 28,193.53 |
| 9096 | 3/16/2016 | Kankakee Truck Equipment, Inc. | 606.38 |
| 9097 | 3/16/2016 | Konica Minolta | 109.00 |
| 9098 | 3/16/2016 | Liberty Fire Equipment Inc | 53.00 |
| 9099 | 3/16/2016 | Minarich Graphics & Supplies Inc. | 115.00 |
| 9103 | 3/16/2016 | PDC Labs Inc | 69.00 |
| 9104 | 3/16/2016 | Polydyne Inc | 900.00 |
| 9106 | 3/16/2016 | Radio Shack | 17.99 |
| 9107 | 3/16/2016 | Staples Advantage | 272.96 |
| 9108 | 3/16/2016 | Underground Pipe & Valve Co | 210.00 |
| 9109 | 3/16/2016 | Viking Chemical Company | 4,110.46 |
| 9111 | 3/16/2016 | Waste Management Of Il SW | 40,634.57 |
| 9112 | 3/16/2016 | Whitmore Investments Inc | 514.14 |
| TOTAL: | | | <u>93,276.58</u> |

| | | | |
|---------------|-----------|-----------------------------------|---------------|
| Fund | 3 | Sewer Capital Project Fund | |
| 0 | 3/16/2016 | Payroll Sweep | 440.00 |
| TOTAL: | | | <u>440.00</u> |

| | | | |
|-------------|-----------|---------------------------------------|-----------|
| Fund | 4 | Sewer Operating M & R Fund | |
| 0 | 3/16/2016 | Misc. Vndrs | 13,340.79 |
| 0 | 3/16/2016 | Payroll Sweep | 1,786.31 |
| 0 | 3/16/2016 | USPS | 503.50 |
| 9079 | 3/16/2016 | Accela, Inc. #774375 | 329.00 |
| 9080 | 3/16/2016 | Alexander Chemical Corporation | 4,312.21 |
| 9083 | 3/16/2016 | ComEd | 261.19 |
| 9084 | 3/16/2016 | Constellation New Energy, Inc | 7,841.67 |

| | | | |
|------|-----------|-----------------------------------|-------------------------|
| 9088 | 3/16/2016 | EJ Equipment, Inc. | 64.45 |
| 9089 | 3/16/2016 | EJ USA, Inc. | 1,583.37 |
| 9091 | 3/16/2016 | Fisher Auto Parts Inc | 2.33 |
| 9092 | 3/16/2016 | Fort Dearborn Life Insurance | 70.90 |
| 9093 | 3/16/2016 | Hach Company | 364.74 |
| 9095 | 3/16/2016 | Island City Piping Inc | 250.00 |
| 9097 | 3/16/2016 | Konica Minolta | 109.00 |
| 9099 | 3/16/2016 | Minarich Graphics & Supplies Inc. | 115.00 |
| 9100 | 3/16/2016 | Nestle Water North America | 57.34 |
| 9101 | 3/16/2016 | Patrick Nugent | 69.04 |
| 9102 | 3/16/2016 | Office Depot | 628.13 |
| 9104 | 3/16/2016 | Polydyne Inc | 2,160.00 |
| 9105 | 3/16/2016 | Richard Quigley | 453.00 |
| 9106 | 3/16/2016 | Radio Shack | 332.98 |
| 9111 | 3/16/2016 | Waste Management Of Il SW | 3,190.16 |
| 9112 | 3/16/2016 | Whitmore Investments Inc | 440.97 |
| 9113 | 3/16/2016 | Xylem Water Solutions USA Inc | 5,928.44 |
| | | | <u>TOTAL: 44,194.52</u> |

| Fund | 7 | ESDA Fund | |
|-------------|-----------|---|------------------------|
| 17382 | 3/16/2016 | A Beep LLC | 1,072.00 |
| 17388 | 3/16/2016 | Berkot Foods | 22.87 |
| 17402 | 3/16/2016 | Dive Rescue Inc International | 365.00 |
| 17404 | 3/16/2016 | E.Z. Living, Inc. | 1,540.99 |
| 17406 | 3/16/2016 | Fisher Auto Parts Inc | 204.74 |
| 17409 | 3/16/2016 | Mutual Aid Association Greater Will Co Emerg Services | 100.00 |
| 17434 | 3/16/2016 | Whitmore Investments Inc | 155.38 |
| | | | <u>TOTAL: 3,460.98</u> |

| Fund | 17 | Water Capital Project Fund | |
|--|-----------|-----------------------------------|--------------------------|
| 0 | 3/16/2016 | Payroll Sweep | 1,320.00 |
| 9085 | 3/16/2016 | Cummins N Power LLC | 149.65 |
| 9110 | 3/16/2016 | Vortex Technologies, Inc. | 5,390.00 |
| | | | <u>TOTAL: 6,859.65</u> |
| GRAND TOTAL EXPENDITURES ALL FUNDS: | | | <u><u>272,923.74</u></u> |

Larry Hall

Kirby Hall

Steve Evans

John Persic, Jr.

Kevin Kirwin

Frank Studer

Joe VanDuyne

Fran Tutor

Approved: March 16, 2016

City of Wilmington
Collector's Report of Deposits Other Than Taxes
For the Month Ended February 29, 2016

GENERAL CORPORATE

| | |
|---------------------------------|-----------|
| BUSINESS REGISTRATION FEE | 380.00 |
| ECONOMIC DEVELOPMENT FEE | 907.50 |
| CONTRACTOR'S REGISTRATION FEE | 2,600.00 |
| OPERATING LICENSES - MISC | 100.00 |
| LIQUOR LICENSES | 1,600.00 |
| OTHER MISC. REIMBURSEMENTS | 130.00 |
| HEALTH INSURANCE REIMBURSEMENTS | 5,164.03 |
| OTHER MISC. INCOME | 75,950.92 |
| DEVELOPERS REIMBURSEMENTS | 0.00 |

BUILDING

| | |
|----------------------------------|----------|
| BUILDING PERMIT FEES | 4,664.50 |
| BUILDING PERMIT INSPECTION FEES | 1,725.00 |
| CITY ENGINEER SERVICES BLDG DEPT | 177.50 |
| CITY ENGINEER SERVICES P & Z | 0.00 |
| PLANNING & ZONING FEE | 800.00 |

POLICE

| | |
|------------------------------|----------|
| CLERK OF CIRCUIT COURT FINES | 0.00 |
| ORDINANCE/MISC FINES | 4,222.04 |
| IMPOUNDMENT FINES | 250.00 |
| ANIMAL TAGS | 0.00 |

STREETS

| | |
|-------------------------|------------------|
| VEHICLE TAGS | 1,245.00 |
| GENERAL CORPORATE TOTAL | <u>99,916.49</u> |

WATER & SEWER

| | |
|---------------------------------|-------------------|
| WATER DIST SYSTEM TAP-ON FEES | 0.00 |
| WATER SYSTEM CAPACITY USER FEES | 0.00 |
| WATER METER PURCHASES | 0.00 |
| SEWER SYSTEM CAPACITY USER FEES | 0.00 |
| SEWER COLLECTION SYSTEM FEES | 0.00 |
| LATE FEES/PENALTIES | 7,323.61 |
| CITY ENGINEER SERVICES | 0.00 |
| OTHER MISC. INCOME | 1,408.73 |
| OTHER REIMBURSEMENTS - W&S | 1,094.82 |
| UTILITY BILLING CASH RECEIPTS | 279,316.62 |
| WATER & SEWER TOTAL | <u>289,143.78</u> |

TOTAL MONTHLY RECEIPTS: \$389,060.27

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 | 106,095.68 | 236,977.45 | 288,342.97 | 54,730.16 |
| 02 | Water Operating M & R Fund | 31,502.91 | 120,155.98 | 124,865.58 | 26,793.31 |
| 03 | Sewer Capital Project Fund | 18,266.56 | 4,027.69 | 880.00 | 21,414.25 |
| 04 | Sewer Operating M & R Fund | (126,587.05) | 145,723.46 | 59,528.26 | (40,391.85) |
| 05 | DFC Federal Grant Fund | 0.00 | 28,554.98 | 28,554.98 | 0.00 |
| 06 | Motor Fuel Tax Fund | (158,203.70) | 12,499.76 | 0.00 | (145,703.94) |
| 07 | ESDA Fund | (982.16) | 0.00 | 2,904.16 | (3,886.32) |
| 12 | Debt Service Fund | (1,605.88) | 2,693.15 | 0.00 | 1,087.27 |
| 17 | Water Capital Project Fund | (17,542.92) | 23,226.11 | 14,467.23 | (8,784.04) |
| 20 | Building Deposit Holding Acct | 0.00 | 0.00 | 0.00 | 0.00 |
| 21 | Mobile Equipment Fund | (21,552.00) | 0.00 | 0.00 | (21,552.00) |
| 24 | Capital Project Fund | (409,026.84) | 60.62 | 9,247.50 | (418,213.72) |
| 25 | RidgePort TIF#2 Fund | (7,172.97) | 0.00 | 0.00 | (7,172.97) |
| | Report Totals: | (586,808.37) | 573,919.20 | 528,790.68 | (541,679.85) |

| <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 | 7,349.18 | 1,090,828.46 | (9,728.46) | (0.90) |
| | Building Fees | 618,000.00 | 7,367.00 | 314,460.75 | 303,539.25 | 49.11 |
| | Taxes | 1,728,000.00 | 86,452.86 | 1,441,576.47 | 286,423.53 | 16.57 |
| | Utility Taxes | 585,000.00 | 43,258.92 | 412,356.23 | 172,643.77 | 29.51 |
| | Franchise Fee | 75,000.00 | 75,112.51 | 75,112.51 | (112.51) | (0.15) |
| | Fines | 139,000.00 | 4,472.04 | 98,963.51 | 40,036.49 | 28.80 |
| | Transfers from Other Funds | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | License Fees | 122,800.00 | 6,832.50 | 104,238.00 | 18,562.00 | 15.11 |
| | Other Income - Misc. | 81,000.00 | 761.80 | 58,634.38 | 22,365.62 | 27.61 |
| | Other Reimbursements | 346,000.00 | 5,294.03 | 270,086.29 | 75,913.71 | 21.94 |
| | Rental of Property | 13,000.00 | 0.00 | 12,616.60 | 383.40 | 2.94 |
| | Interest Income | 100.00 | 76.61 | 382.12 | (282.12) | (282.12) |
| | REVENUE Totals: | 4,789,000.00 | 236,977.45 | 3,879,255.32 | 909,744.68 | 18.99 |
| | Salary Expense | 1,875,400.00 | 134,046.24 | 1,473,373.42 | 402,026.58 | 21.43 |
| | Police Commission Exp | 15,000.00 | 405.00 | 2,468.50 | 12,531.50 | 83.54 |
| | Employee Health & Life Insuran | 486,000.00 | 38,190.61 | 340,301.97 | 145,698.03 | 29.97 |
| | Oper Supplies and Tools | 34,500.00 | 3,001.15 | 22,892.77 | 11,607.23 | 33.64 |
| | Gasoline, Oil & Tolls | 91,600.00 | 4,133.62 | 51,290.23 | 40,309.77 | 44.00 |
| | Office Supplies & Postage | 21,350.00 | 759.45 | 11,590.19 | 9,759.81 | 45.71 |
| | Training Expenses & Mileage | 30,500.00 | 1,408.86 | 11,469.91 | 19,030.09 | 62.39 |
| | Property & Equipment Insurance | 398,000.00 | 22,091.00 | 342,536.00 | 55,464.00 | 13.93 |
| | Engineering Services | 16,000.00 | 0.00 | 630.00 | 15,370.00 | 96.06 |
| | Legal Services | 108,000.00 | 8,876.19 | 71,854.95 | 36,145.05 | 33.46 |
| | Notices/Legal Publications | 4,200.00 | 366.30 | 1,645.10 | 2,554.90 | 60.83 |
| | Consulting /Service Fees | 218,200.00 | 931.36 | 141,181.24 | 77,018.76 | 35.29 |
| | Other Professional Services | 244,900.00 | 20,003.63 | 212,453.94 | 32,446.06 | 13.24 |
| | Computer Maint. & Prog. Fees | 55,500.00 | 2,629.90 | 38,324.69 | 17,175.31 | 30.94 |
| | Dues, Subscrp. & Memberships | 12,300.00 | 1,350.00 | 10,121.22 | 2,178.78 | 17.71 |
| | Community Dev Expense | 34,990.00 | 89.61 | 12,305.93 | 22,684.07 | 64.83 |
| | Maintenance - Equipment | 44,600.00 | 3,590.93 | 34,866.76 | 9,733.24 | 21.82 |
| | Maintenance - Grounds/Building | 147,000.00 | 7,958.35 | 116,986.77 | 30,013.23 | 20.41 |
| | Vehicle Expenses | 65,200.00 | 2,669.87 | 31,382.95 | 33,817.05 | 51.86 |
| | Uniforms | 29,000.00 | 1,371.10 | 22,503.92 | 6,496.08 | 22.40 |
| | Rental of Equipment | 9,000.00 | 0.00 | 7,450.00 | 1,550.00 | 17.22 |
| | Utilities / Telephone Services | 145,800.00 | 9,843.81 | 95,868.58 | 49,931.42 | 34.24 |
| | Misc | 26,500.00 | 860.00 | 9,715.21 | 16,784.79 | 63.33 |
| | Office Furn & Equipt | 15,000.00 | 2,085.13 | 11,347.57 | 3,652.43 | 24.35 |
| | Equipment Purchases | 189,200.00 | 2,635.77 | 147,638.89 | 41,561.11 | 21.96 |
| | 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 | 19,045.09 | 559,621.45 | 73,378.55 | 11.59 |

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 | 288,342.97 | 3,824,525.16 | 1,203,924.84 | 23.94 |
| | 01 Totals: | (239,450.00)* | (51,365.52)* | 54,730.16* | (294,180.16)* | 122.85* |
| 02 | Water Operating M & R Fund | | | | | |
| | Water Service | 163,500.00 | 13,753.52 | 139,092.09 | 24,407.91 | 14.92 |
| | Utility Service Fees | 844,000.00 | 65,163.93 | 689,434.84 | 154,565.16 | 18.31 |
| | Misc Fees | 495,000.00 | 40,748.52 | 406,975.72 | 88,024.28 | 17.78 |
| | Transfers from Other Funds | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Other Income - Misc. | 10,000.00 | 75.00 | 3,775.00 | 6,225.00 | 62.25 |
| | Other Reimbursements | 7,000.00 | 411.48 | 4,736.76 | 2,263.24 | 32.33 |
| | Sale of Equip & Vehicles | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Interest Income | 50.00 | 3.53 | 10.31 | 39.69 | 79.38 |
| | REVENUE Totals: | 1,519,550.00 | 120,155.98 | 1,244,024.72 | 275,525.28 | 18.13 |
| | Salary Expense | 430,000.00 | 27,062.06 | 337,626.54 | 92,373.46 | 21.48 |
| | Employee Health & Life Insuran | 74,000.00 | 5,702.40 | 53,088.39 | 20,911.61 | 28.25 |
| | Oper Supplies and Tools | 12,000.00 | 554.25 | 9,434.89 | 2,565.11 | 21.37 |
| | Gasoline, Oil & Tolls | 10,000.00 | 182.81 | 4,546.01 | 5,453.99 | 54.54 |
| | Office Supplies & Postage | 13,000.00 | 608.34 | 9,221.66 | 3,778.34 | 29.06 |
| | Training Expenses & Mileage | 2,000.00 | 65.00 | 898.25 | 1,101.75 | 55.08 |
| | Property & Equipment Insurance | 60,000.00 | 0.00 | 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 | 585.66 | 5,252.80 | 1,247.20 | 19.18 |
| | Other Professional Services | 18,500.00 | 817.90 | 11,447.16 | 7,052.84 | 38.12 |
| | Computer Maint. & Prog. Fees | 12,000.00 | 1,644.52 | 10,936.86 | 1,063.14 | 8.85 |
| | Dues, Subscrp. & Memberships | 800.00 | 200.00 | 458.80 | 341.20 | 42.65 |
| | Maintenance - Equipment | 33,500.00 | 1,977.77 | 28,417.10 | 5,082.90 | 15.17 |
| | Maintenance - Grounds/Building | 31,000.00 | 10,107.60 | 30,526.51 | 473.49 | 1.52 |
| | Vehicle Expenses | 5,000.00 | 111.42 | 1,866.85 | 3,133.15 | 62.66 |
| | Uniforms | 3,500.00 | 0.00 | 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 | 6,596.03 | 46,548.57 | 23,451.43 | 33.50 |
| | 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 | 109.00 | 3,435.50 | 2,564.50 | 42.74 |
| | Equipment Purchases | 38,000.00 | 2,118.05 | 21,722.66 | 16,277.34 | 42.83 |
| | Transfers to Other Funds | 69,000.00 | 10,319.53 | 34,983.69 | 34,016.31 | 49.29 |
| | Chemical Treatment, Disposal | 108,000.00 | 9,724.57 | 63,326.77 | 44,673.23 | 41.36 |
| | Garbage Disposal Fee | 495,000.00 | 40,702.94 | 401,604.95 | 93,395.05 | 18.86 |
| | Payroll Tax/Pension Expenses | 87,500.00 | 5,675.73 | 66,007.28 | 21,492.72 | 24.56 |
| | EXPENSES Totals: | 1,643,800.00 | 124,865.58 | 1,217,231.41 | 426,568.59 | 25.95 |

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> |
|----------------|--------------------------------|---------------|----------------------|----------------------------|------------------------------|-------------------------|
| | 02 Totals: | (124,250.00)* | (4,709.60)* | 26,793.31* | (151,043.31)* | 121.56* |
| 03 | Sewer Capital Project Fund | | | | | |
| | Utility Service Fees | 31,000.00 | 3,308.65 | 31,785.59 | (785.59) | (2.53) |
| | 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 | 5,500.00 | 1,100.00 | 16.66 |
| | Interest Income | 100.00 | 169.04 | 547.30 | (447.30) | (447.30) |
| | REVENUE Totals: | 143,850.00 | 4,027.69 | 43,982.89 | 99,867.11 | 69.42 |
| | Salary Expense | 11,500.00 | 880.00 | 9,048.70 | 2,451.30 | 21.31 |
| | 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 | 22,568.64 | 110,331.36 | 83.01 |
| | 03 Totals: | 10,950.00* | 3,147.69* | 21,414.25* | (10,464.25)* | (95.56)* |
| 04 | Sewer Operating M & R Fund | | | | | |
| | W/S Dist/Collect Sys Maint | 110,000.00 | 0.00 | 131,733.74 | (21,733.74) | (19.75) |
| | Utility Service Fees | 795,000.00 | 66,899.51 | 665,806.42 | 129,193.58 | 16.25 |
| | WWTP Debt Service Rev | 970,000.00 | 78,140.61 | 790,004.79 | 179,995.21 | 18.55 |
| | Transfers from Other Funds | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Other Reimbursements | 8,000.00 | 683.34 | 27,528.24 | (19,528.24) | (244.10) |
| | Interest Income | 50.00 | 0.00 | 24.34 | 25.66 | 51.32 |
| | REVENUE Totals: | 1,883,050.00 | 145,723.46 | 1,615,097.53 | 267,952.47 | 14.23 |
| | Salary Expense | 293,000.00 | 23,459.20 | 232,691.12 | 60,308.88 | 20.58 |
| | Overtime Wages | 20,000.00 | 1,962.58 | 11,031.42 | 8,968.58 | 44.84 |
| | Employee Health & Life Insuran | 84,000.00 | 6,369.34 | 58,200.99 | 25,799.01 | 30.71 |
| | Oper Supplies and Tools | 17,600.00 | 1,380.10 | 11,205.68 | 6,394.32 | 36.33 |
| | Gasoline, Oil & Tolls | 14,000.00 | 2,183.30 | 4,715.41 | 9,284.59 | 66.31 |
| | Office Supplies & Postage | 14,000.00 | 506.01 | 10,742.02 | 3,257.98 | 23.27 |
| | Training Expenses & Mileage | 4,100.00 | 131.56 | 1,273.16 | 2,826.84 | 68.94 |
| | Property & Equipment Insurance | 51,500.00 | 0.00 | 51,500.00 | 0.00 | 0.00 |
| | Engineering Services | 30,000.00 | 3,300.00 | 27,800.00 | 2,200.00 | 7.33 |
| | 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 |

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> |
|----------------|--------------------------------|---------------|----------------------|----------------------------|------------------------------|-------------------------|
| | Consulting /Service Fees | 6,500.00 | 585.67 | 5,244.76 | 1,255.24 | 19.31 |
| | Other Professional Services | 20,000.00 | 0.00 | 15,957.60 | 4,042.40 | 20.21 |
| | Computer Maint. & Prog. Fees | 15,000.00 | 1,644.52 | 8,589.01 | 6,410.99 | 42.74 |
| | Dues, Subscrp. & Memberships | 1,400.00 | 183.00 | 481.80 | 918.20 | 65.58 |
| | Maintenance - Equipment | 133,350.00 | 172.40 | 96,909.37 | 36,440.63 | 27.32 |
| | Maintenance - Grounds/Building | 54,350.00 | 1,311.33 | 33,048.91 | 21,301.09 | 39.19 |
| | Vehicle Expenses | 5,000.00 | 111.55 | 3,798.99 | 1,201.01 | 24.02 |
| | Uniforms | 3,000.00 | 125.00 | 850.37 | 2,149.63 | 71.65 |
| | Rental of Equipment | 11,000.00 | 0.00 | 7,750.00 | 3,250.00 | 29.54 |
| | Utilities / Telephone Services | 105,500.00 | 10,243.21 | 78,500.02 | 26,999.98 | 25.59 |
| | 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 | 109.00 | 3,001.23 | 2,998.77 | 49.98 |
| | 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 | 660.75 | 35,329.05 | 38,170.95 | 51.93 |
| | Payroll Tax/Pension Expenses | 65,900.00 | 5,089.74 | 45,936.94 | 19,963.06 | 30.29 |
| | EXPENSES Totals: | 2,032,500.00 | 59,528.26 | 1,655,489.38 | 377,010.62 | 18.54 |
| | 04 Totals: | (149,450.00)* | 86,195.20* | (40,391.85)* | (109,058.15)* | 72.97* |
| 05 | DFC Federal Grant Fund | | | | | |
| | Grants | 185,000.00 | 28,554.98 | 98,925.92 | 86,074.08 | 46.52 |
| | REVENUE Totals: | 185,000.00 | 28,554.98 | 98,925.92 | 86,074.08 | 46.52 |
| | Misc | 185,000.00 | 28,554.98 | 98,925.92 | 86,074.08 | 46.52 |
| | EXPENSES Totals: | 185,000.00 | 28,554.98 | 98,925.92 | 86,074.08 | 46.52 |
| | 05 Totals: | 0.00* | (0.00)* | (0.00)* | 0.00* | 0.00* |
| 06 | Motor Fuel Tax Fund | | | | | |
| | MFT State Allotments | 140,000.00 | 12,477.57 | 123,309.14 | 16,690.86 | 11.92 |
| | 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 | 22.19 | 184.28 | (84.28) | (84.28) |
| | REVENUE Totals: | 140,100.00 | 12,499.76 | 128,631.42 | 11,468.58 | 8.18 |
| | 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 | 0.00 | 274,335.36 | 65,664.64 | 19.31 |
| | Road Repair Materials | 30,000.00 | 0.00 | 0.00 | 30,000.00 | 100.00 |

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: | 370,000.00 | 0.00 | 274,335.36 | 95,664.64 | 25.85 |
| | 06 Totals: | (229,900.00)* | 12,499.76* | (145,703.94)* | (84,196.06)* | 36.62* |
| 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 | 1,525.00 | 6,100.00 | 1,200.00 | 16.43 |
| | Oper Supplies and Tools | 11,000.00 | 1,248.08 | 5,295.15 | 5,704.85 | 51.86 |
| | Gasoline, Oil & Tolls | 4,000.00 | 23.90 | 1,818.99 | 2,181.01 | 54.52 |
| | 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 | 0.00 | 6,383.95 | 2,216.05 | 25.76 |
| | Dues, Subscrp. & Memberships | 1,000.00 | 0.00 | 553.11 | 446.89 | 44.68 |
| | Maintenance - Equipment | 5,500.00 | 65.32 | 1,766.54 | 3,733.46 | 67.88 |
| | Vehicle Expenses | 5,500.00 | 41.86 | 1,335.56 | 4,164.44 | 75.71 |
| | Utilities / Telephone Services | 4,500.00 | 0.00 | 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 | 2,904.16 | 28,998.27 | 40,401.73 | 58.21 |
| | 07 Totals: | (36,570.00)* | (2,904.16)* | (3,886.32)* | (32,683.68)* | 89.37* |
| 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 | 26,422.52 | 6,902.48 | 20.71 |
| | 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 | 19.90 | 102.15 | (2.15) | (2.15) |
| | REVENUE Totals: | 326,725.00 | 2,693.15 | 324,130.39 | 2,594.61 | 0.79 |

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> |
|----------------|--------------------------------|---------------|----------------------|----------------------------|------------------------------|-------------------------|
| | Consulting /Service Fees | 7,500.00 | 0.00 | 5,000.00 | 2,500.00 | 33.33 |
| | Debt Service Bond Pymts | 319,025.00 | 0.00 | 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 | 0.00 | 323,043.12 | 14,981.88 | 4.43 |
| | 12 Totals: | (11,300.00)* | 2,693.15* | 1,087.27* | (12,387.27)* | 109.62* |
| 17 | Water Capital Project Fund | | | | | |
| | W/S Dist/Collect Sys Maint | 2,000.00 | 2,000.00 | 4,000.00 | (2,000.00) | (100.00) |
| | IEPA Loan | 650,000.00 | 0.00 | 476,798.32 | 173,201.68 | 26.64 |
| | Meter Replacement Fees | 74,000.00 | 6,168.85 | 61,791.72 | 12,208.28 | 16.49 |
| | Water Service | 1,000.00 | 0.00 | 0.00 | 1,000.00 | 100.00 |
| | Utility Service Fees | 30,000.00 | 2,746.57 | 26,778.77 | 3,221.23 | 10.73 |
| | Utility Expansion Fees | 30,000.00 | 1,380.00 | 35,246.66 | (5,246.66) | (17.48) |
| | Transfers from Other Funds | 114,000.00 | 10,319.53 | 34,983.69 | 79,016.31 | 69.31 |
| | 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 | 5,500.00 | 1,100.00 | 16.66 |
| | Interest Income | 50.00 | 61.16 | 232.05 | (182.05) | (364.10) |
| | REVENUE Totals: | 907,650.00 | 23,226.11 | 645,331.21 | 262,318.79 | 28.90 |
| | Salary Expense | 34,500.00 | 2,640.00 | 27,146.30 | 7,353.70 | 21.31 |
| | Employee Health & Life Insuran | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Engineering Services | 20,000.00 | 7,650.00 | 18,970.00 | 1,030.00 | 5.15 |
| | 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 | 4,007.56 | 32,278.55 | 7,221.45 | 18.28 |
| | Misc | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 100.00 |
| | Other Capital Projects | 890,000.00 | 169.67 | 567,564.04 | 322,435.96 | 36.22 |
| | 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 | 14,467.23 | 654,115.25 | 415,689.75 | 38.85 |
| | 17 Totals: | (162,155.00)* | 8,758.88* | (8,784.04)* | (153,370.96)* | 94.58* |
| 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 |

General Ledger
Revenue vs. Expenditure By Fund

| Account | Description | Budget | Period Amount | Year to Date Amount | Year to Date Variance | Percent Variance |
|---------|----------------------------|---------------|---------------|---------------------|-----------------------|------------------|
| | 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 | 0.00 | 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 | 0.00 | 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)* | 0.00* | (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 | 0.00 | 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 | 0.00 | 250,415.30 | (250,415.30) | 0.00 |
| | Interest Income | 125.00 | 60.62 | 162.34 | (37.34) | (29.87) |
| | REVENUE Totals: | 6,549,182.00 | 60.62 | 311,294.33 | 6,237,887.67 | 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 | 7,747.50 | 37,063.31 | 579,936.69 | 93.99 |
| | Construction Projects | 627,000.00 | 0.00 | 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 | 1,500.00 | 54,196.27 | 5,345,803.73 | 98.99 |
| | Bridge Cap Projects | 83,000.00 | 0.00 | 9,541.40 | 73,458.60 | 88.50 |
| | EXPENSES Totals: | 7,040,000.00 | 9,247.50 | 729,508.05 | 6,310,491.95 | 89.63 |
| | 24 Totals: | (490,818.00)* | (9,186.88)* | (418,213.72)* | (72,604.28)* | 14.79* |
| 25 | RidgePort TIF#2 Fund | | | | | |
| | Property Taxes | 25,000.00 | 0.00 | 4,489.04 | 20,510.96 | 82.04 |
| | Interest Income | 5.00 | 0.00 | 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 | 0.00 | 4,489.85 | 20,515.15 | 82.04 |
| | Other Professional Services | 15,000.00 | 0.00 | 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 | 0.00 | 11,662.82 | 13,337.18 | 53.34 |
| | 25 Totals: | 5.00* | 0.00* | (7,172.97)* | 7,177.97* | 143,559.40* |
| | REVENUE TOTAL | 16,541,942.00** | 573,919.20** | 8,346,426.53** | 8,195,515.47** | 49.54** |
| | EXPENSE TOTAL | 18,060,880.00** | 528,790.68** | 8,888,106.38** | 9,172,773.62** | 50.78** |
| | GRAND TOTAL | (1,518,938.00)** | 45,128.52** | (541,679.85)** | (977,258.15)** | 64.33** |

ORDINANCE NO. 16-03-16-03

**AN ORDINANCE AMENDING A PROVISION OF CHAPTER 96 OF THE WILMINGTON
CODE OF ORDINANCES RELATING TO SIGNS**

WHEREAS, state law authorizes the City of Wilmington to adopt such laws and ordinances as are necessary to protect and conserve the taxable value of land and buildings throughout the municipality, to ensure that congestion in the public streets may be lessened or avoided, and that the public health, safety, comfort, morals, and welfare may otherwise be promoted, and to ensure and facilitate the preservation of sites, areas, and structures of historical, architectural and aesthetic importance; and

WHEREAS, for the ends so cited above the City of Wilmington has enacted an ordinance addressing signage within the City; and

WHEREAS, the City of Wilmington Ordinance and Licensing Committee has considered a proposal to amend the City of Wilmington's Code of Ordinances related to temporary signs; and

WHEREAS, the City Council of the City of Wilmington believes that it is in the best interests of the City of Wilmington and its residents that the following provisions be added to the sign ordinance.

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

SECTION 1: That Section 96.09 of Chapter 96 of the Wilmington Code of Ordinances be amended to read as follows:

96.09 - Permits for temporary event signs.

- (A) No temporary event sign shall be placed or erected until a permit has been issued by the building department. A temporary sign permit shall entitle the holder thereof to display such a sign for the time period specified within that zoning district as further stated therein.
- (B) An application for a permit for a temporary event sign shall be made on a form provided by the city and be accompanied by written consent of the property owner. Permits for temporary signs must be kept on the premises where signs are displayed.
- (C) Duration of Temporary Event Signs:
 - (1) ~~Residential marketing signs, on and off site: 12 months, renewable on a six month basis thereafter.~~
 - (2) ~~Commercial or industrial marketing real estate signs: 12 months, renewable on a six-month basis thereafter.~~
 - (3) Temporary event ~~commercial or mobile signs including banner flags:~~ advertising a special sale or event, not to exceed 30 days and not more than four times per calendar year with at least 30 days in between such advertising periods. No more than two temporary event signs shall be allowed per multi-tenant building.
- (D) ~~Every applicant for a temporary sign shall pay a fee of \$50 per sign (to include both sides of double faced signs). No fee shall be charged for temporary sign permits for not for profit~~

~~activities or organizations. Penalty, see Section 96.99.~~ The safety and maintenance of temporary event signs shall be as provided in Section 96.14.

- (E) Notwithstanding the above, one sandwich board sign not exceeding 2 feet wide by 4 feet high advertising goods and services that are offered by the business whose frontage the sign occupies and is only displayed during the hours that that business is open for business shall not require a permit provided that the sign, whether on a public or private way, does not block, nor pose a hazard to, pedestrian or vehicular traffic nor hinder exit from or entry to any building. A variance to the size limitations hereof may be granted upon the written approval of the City Administrator, City Engineer, and Building Department.

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 March, 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 VanDuynes | _____ |
| Steve Evans | _____ | Frank Studer | _____ |

Approved this 16th day of March, 2016

J. Marty Orr, Mayor

Attest:

Judith Radosevich, City Clerk

96.14 - Safety and maintenance.

- (A) Every sign and all parts thereof, including framework, supports, background, anchors and wiring systems shall be constructed and maintained in compliance with the building, electrical and fire protection codes of the city.
- (B) Structural Construction. All signs shall be constructed and maintained in sound structural condition. No sign shall be allowed to deteriorate to a condition in which it requires repairs or renovations in an amount that exceeds 50% of its current replacement cost. Signs that deteriorate to such a condition are in violation of this ordinance and shall be removed or replaced. The building commissioner shall have the authority to require removal or replacement of a sign if, in his/her opinion, the sign is deteriorated to an extent that it is no longer structurally sound. When a sign is replaced, it shall comply with the standards in this section at the time of replacement. Sign construction is reviewed by the building division based on the current applicable building codes. Penalty, see Section 96.99.

(Ord. 15-09-15-02, § 1, 9-15-15)

City of Wilmington
1165 S. Water Street
Wilmington, IL 60481
815-476-2175 ph ~ 815-476-2276 fax ~ www.wilmington-il.com

Rules & Regulations for Park Property Use

- Park Hours are 6AM to Dusk
- Do not drive or park on the grass
- Use of tobacco products prohibited where posted
- No glass bottles on park property
- No swimming, camping or boat launching on park property
- No fishing off the South Island Bridge
- Music should not be audible beyond the immediate vicinity nor should it disturb other picnic areas
- Do not affix or secure anything to trees or landscaping including tents, canopies, shade structures, signs, banners, piñatas, balloons, etc.
- Do not nail, pin, glue, staple or affix anything to the pavilions, tables, or any other structure that would leave a mark or hole
- Do not use glitter, rice, confetti, streamers, birdseed, or silly-string during your function
- Remove and dispose of ALL decorations and signs prior to your departure
- Decorative or repellent candles must be in heat-proof containers with stable bases
- Fireworks are strictly prohibited
- Pets must be leashed; leashes in excess of 10 feet are not allowed
- Build fires only in designated fire rings or grills
- Gathering firewood is prohibited
- Before leaving, you must extinguish all fires and collect all trash and debris depositing them in the proper trash receptacle or recycling bin
- Trash must be cleaned from area and tables and placed in trash cans
- Children MUST be supervised at all time
- No outside vendors will be allowed on park property for any event or any other use of the park without permission from the City of Wilmington
- If food is being sold as part of the planned activity, a copy of the permit from the Will County Health Department must be attached
- In an emergency call 911
- Police non-emergency: 815-476-2811
- The City of Wilmington reserves the right to close the parks during regular open hours when safety and/or weather conditions require it

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

*Prepared by and after recording return
to:*

Benjamin A. Householder
Greenberg Traurig, LLP
77 West Wacker Drive
Suite 3100
Chicago, Illinois 60601

SEVENTH AMENDMENT TO ANNEXATION AGREEMENT

This Seventh Amendment to Annexation Agreement (this "Seventh Amendment") is made and entered into this ___ day of March, 2016 by and among the City of Wilmington, an Illinois Municipal Corporation, Will County, Illinois (hereinafter the "City"), and Ridge Logistics Park I, LLC, a Delaware limited liability company ("RLPI" or "Owners").

WITNESSETH:

WHEREAS, the City and the Owners are parties to that certain Annexation Agreement dated May 4, 2010, which was recorded with the Office of the Recorder of Will County, Illinois on May 25, 2010 as Document Number R2010052538 (the "Original Agreement"), which Original Agreement was amended by the terms of that certain First Amendment to Annexation Agreement dated October 19, 2010, which was recorded with the Office of the Recorder of Will County, Illinois on March 10, 2011 as Document Number R2011026147 (the "First Amendment"); and by the terms of that certain Second Amendment to Annexation Agreement dated December 7, 2010, which was recorded with the Office of the Recorder of Will County, Illinois, on March 10, 2011 as Document Number R2011026148 (the "Second Amendment"); and by the terms of that certain Third Amendment to Annexation Agreement dated March 6, 2012 which was recorded with the Office of the Recorder of Will County, Illinois on October 15, 2012 as Document Number R2012114455 (the "Third Amendment"); and by the terms of that certain Fourth Amendment to Annexation Agreement dated May 16, 2014, which was recorded with the Office of the Recorder of Will County, Illinois, on June 12, 2014 as Document Number R2014049675 (the "Fourth Amendment"); and by the terms of that certain Fifth Amendment to Annexation Agreement dated October 7, 2014, which was recorded with the Office of the Recorder of Will County, Illinois on November 22, 2014 as Document Number R2014103758 (the "Fifth Amendment"); and by the terms of that certain Sixth Amendment to Annexation Agreement dated December 19, 2014, which was recorded with the Office of the Recorder of Will County, Illinois on December 19, 2014 as Document Number R2014109840 (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 the "Agreement"); and

WHEREAS, the parties hereto (the "Parties") have determined that it is in the best interest of the Parties to amend the Annexation Agreement as set forth herein; and

WHEREAS, proper applications and petitions have been filed with the City by the Owners to amend the Annexation Agreement; and

WHEREAS, the City and the Owners desire to enter into this Seventh Amendment amending the Annexation Agreement pursuant to the provisions of Division 15.1 of Article 11 of the Illinois Municipal Code in order to regulate the annexation, zoning and development of the Subject Property, and pursuant to the enabling statute, 65 ILCS 5/8-11-20, to provide an economic incentive to the Owners to develop the Subject Property, upon the terms and conditions contained in this Seventh Amendment; and

WHEREAS, a public meeting on this Seventh Amendment has been held by the Corporate Authorities of the City on [March 16, 2016]; and

WHEREAS, all notices, publications, procedures, public hearings and other matters attendant to the consideration, approval and execution of this Seventh Amendment have been given, made, held and performed as required by the Illinois Municipal Code and all applicable ordinances, regulations and procedures of the City; and

WHEREAS, the City acknowledges that this Seventh Amendment will permit the orderly growth, planning and development of the City, will increase the tax base of the City, will create employment opportunities in the City, will promote and enhance the general welfare of the City and that the development of the Subject Property as proposed by the Owners will be compatible with the adjacent land uses and the planning and zoning objectives of the City; and,

WHEREAS, 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 Seventh Amendment and have directed the City Mayor to execute, and the City Clerk to attest, this Seventh Amendment on behalf of the City.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained, the Parties hereto agree that the Annexation Agreement is hereby amended as follows:

1. **Incorporation of Recitals; Capitalized Terms.** The foregoing recitals are incorporated herein by reference as if fully set forth herein. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Annexation Agreement.

2. **Set Back Requirements for Rail Service.** Section 6A of the Annexation Agreement shall be amended by the addition of the following:

“(J) If a front, side or rear yard area of a Building is to be served by rail, the City shall allow a zero setback of a Building and a Rail Siding or Spur Track in accordance with the intent of the development.”

3. **Additional Time to Rezone.** Section 6(B) of the Annexation Agreement shall be amended with the first sentence of such section to be deleted in its entirety and replaced with the following:

“Upon application by Owners of the applicable portion of the Subject Property, but in no event later than May 4, 2017, the applicable Owners shall petition for and the City shall rezone Seventeen and 15/100th (17.15) acres (the balance of the forty (40) acres not heretofore rezoned as required in this Agreement) in the general area depicted on Exhibit “C” and referred to as the “North Commercial Area” to B-3 Service Business District.”

4. **Sale of Subject Property.** The City acknowledges that RLPI is under contract to sell to Adar Ridgeport Industrial Partners, LLC (õPurchaserö) 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 under the Agreement (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. The City acknowledges (and approves) that after Purchaser consummates its transaction with RLPI, Purchaser will succeed to all rights and obligations of RLPI under the Agreement, 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 on the signature block for Purchaser attached hereto) and for purposes of Section 65 of the Agreement (as amended). Purchaser hereby agrees, effective upon the consummation of Purchaser’s transaction with RLPI, to assume all rights and obligations of RLPI under the Agreement, in all of its capacities (except in its capacity as an ordinary Owner, to the extent RLPI retains any portion of the Subject Property), first arising from and after the date of this Seventh Amendment, with RLPI in turn being released from all such rights and obligations that are being expressly assumed by Purchaser in this Seventh Amendment.
5. **Miscellaneous.** Except as expressly amended by the terms of this Seventh Amendment, all of the terms and provisions of the Annexation Agreement remain

in full force and effect. Within thirty (30) days after its execution this Seventh 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 Seventh 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]

IN WITNESS WHEREOF, the parties to this Seventh Amendment have caused it to be executed as of the date and year first above written.

"CITY":

CITY OF WILMINGTON, an Illinois municipal Corporation

By: _____
J. Marty Orr, Mayor

ATTEST:

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 _____, 2015

NOTARY PUBLIC

“OWNERS”:

RIDGE LOGISTICS PARK I, LLC, a
Delaware limited company

By: RidgePort Land Holding Company,
L.L.C., a Delaware limited liability
Company, its sole and managing member

By: _____
James G. Martell, Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that James G. Martell, personally known to me to be the Manager of RidgePort Land Holding Company, L.L.C., a Delaware limited liability company, the sole and managing member of Ridge Logistics Park I, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that in such capacity he signed and delivered the said instrument pursuant to authority given to him for said limited liability company, as his free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 2015.

NOTARY PUBLIC

FOR PURPOSES OF SECTION 4 ONLY:

“PURCHASER”

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

By: _____
Name: _____
Its: Authorized Signatory

STATE OF FLORIDA)
) SS.
COUNTY OF DADE)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the Authorized Signatory of Adar Ridgeport Industrial Partners, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that in such capacity he signed and delivered the said instrument pursuant to authority given to him for said limited liability company, as his free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 2016.

NOTARY PUBLIC

ESTOPPEL

March __, 2016

Adar Ridgeport Industrial Partners, LLC
2875 NE 191st St., Ste 800
Aventura, FL 33180

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 ("RLCPOA"). 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 confirms to Purchaser (and its successors and assigns) and any such lenders (and its successors and assigns) the following as of the date hereof:

1. To the City's actual Knowledge, 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. For purposes of this Estoppel, the "City's actual Knowledge" shall mean the conscious awareness of Tony Graff, City Administrator, or J. Marty Orr, Mayor.

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 letter.

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. According to building permits issued by the City, 2,939,920 square feet of Buildings have been built or are under construction on the Subject Property.

6. There are no amounts due and payable to the City by RLPI on account of reimbursement for legal fees incurred by the City in connection with the Agreement as of the date of this letter except: \$_____. **Hinshaw needs to fill in this blank**

7. The following is a Secondary Road: Design Road. The following are Primary Thoroughfares: Graaskamp Boulevard and Ridge Way. The section of Graaskamp Road that has been constructed and is the subject of a plat of dedication has been accepted by the City. A section of Design Road has been substantially completed. Ridge Way has been substantially completed but (i) work remains to satisfy an exceptions list, (ii) certain work was rejected by the City and (iii) the road remains subject to preparation and acceptance of a plat of dedication. Murphy Road and Kavanaugh Road are not Primary Thoroughfares and must be maintained by RLPI/Purchaser in accordance with the Annexation Agreement. Attached hereto as **Exhibit B** 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 amount available from the Wilmington Roads and Bridges Fund available for the Ridgeport Property is \$2,020.50.

8. 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 C**. To the City's actual Knowledge, there are no other currently proposed (i) changes to existing interchanges to Interstate 55 near or adjacent to the Subject Property other than the proposed

change to the Lorenzo Road interchange or (ii) roadway improvements to Pine Bluff Road near or adjacent to the Subject Property.

9. 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.

10. 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, to the City's actual Knowledge, 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 \$80,000.00 (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, to the City's actual Knowledge, any condition which, with the giving of notice and/or passage of time could become a default under the School Letter Agreement.

11. 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 outstanding balance owed by the Owners as of the date of this letter is: **\$199,088.43 (3/18/2016) Still needs one more final review by the City Accountant.**

12. 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.

13. 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.

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

15. To the City's actual Knowledge, RLPI has complied in a satisfactory manner 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.

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

This estoppel letter 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

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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

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

Benjamin A. Householder
Greenberg Traurig, LLP
77 West Wacker Drive
Suite 3100
Chicago, Illinois 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,
RIDGE MANAGEMENT TEAM, LLC, AND
ADAR RIDGEPORT INDUSTRIAL PARTNERS, LLC**



This Tenth Amendment to Redevelopment Agreement (this "**Tenth Amendment**") is made and entered into this ___ of March, 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 (õRidge Managementö) and **ADAR RIDGEPORT INDUSTRIAL PARTNERS, LLC**, a Delaware limited liability company (õNew 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, as modified by that certain letter entitled õWaiver of Lease Requirement & Clarification on Issuance of Supplemental New Owner II TIF Note ó Eighth Amendment to Redevelopment Agreement ó RidgePortö dated February 17, 2016; 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**";

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.** As of the date of this Tenth Amendment, there have been negligible 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 B-1** hereto and depicted on **Exhibit B-2** hereto is the legal description (and depiction) of the "Project Area" or "Property".

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 either (i) persons or entities who are either employees of or are entities which are affiliates of and are controlled by New Park Owner for so long as New Park Owner is controlled, directly or indirectly, by Elion Partners, LLC, or (ii) entities which are part of the affiliated companies operated and controlled by Elion Partners, LLC.

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 a transfer of either (i) the right to manage or control the operations of New Park Owner, which is currently controlled by Elion Partners, LLC, or (ii) a transfer or series of transfers or transactions, in the aggregate, of more than eighty percent (80%) of the ownership interests of New Park Owner to a party or parties other than a Related Owner Party.

For purposes of clarification, the parties acknowledge that any transfer of ownership interests in New Park Owner which constitute Unpermitted Owner Interest Transfers pursuant to Section 2.42 of the Agreement shall require the express approval of the City pursuant to the terms of the Agreement or shall be subject to the Events of Default Section 12.01(i). New Park Owner certifies that Elion Partners, LLC is currently a Related Owner Party. For the avoidance of doubt, the parties acknowledge that any

direct or indirect transfers of ownership interests in New Park Owner to one or more Related Owner Parties, including one or more of such entities while they remain Related Owner Parties, are not Unpermitted Owner Interest Transfers, and do not require approval of the City unless combined with other factors set forth in the Agreement which expressly require approval. The parties also acknowledge that the City shall be promptly advised of any transfer of ownership interests required pursuant to Section 3.07 of the Agreement whether or not approval is required.

6. **Notice of Transfer of Interests in Owner.** Section 3.07 of the Agreement is hereby deleted in its entirety and replaced as follows:

ö3.07 **Notice of Transfer of Interests in New Park Owner.** The New Park Owner shall promptly advise the City of any change in direct ownership or control of New Park Owner.ö

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

öThe 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.ö

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

8. **Project Descriptions.** With respect to the New Park Owner Property (only), Exhibit G attached to the Agreement is hereby amended as follows: (i) all references to öDeveloperö shall be replaced with öOwner,ö (ii) the reference to the ösite plan dated January 18, 2010 prepared by Jacob & Hefner Associates, Inc.ö is hereby replaced with ö[site plan dated _____ prepared by _____]ö 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.

Ridge Park, New Owner I, New Owner II and New Owner III, their successors and assigns, shall continue to remain liable for performance of their respective indemnity and/or other obligations under the Agreement, as applicable, including without limitation in the case of the respective Parcel owners, 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 waived or satisfied.

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), and (h) of Section 5.02 of the Agreement have been satisfied or deemed satisfied. The parties understand and intend that satisfaction of Section 5.02(g) will be determined on a Parcel by Parcel basis. The parties acknowledge that the requirement for satisfaction of Section 5.02(g) with respect to the New Owner II Parcel, New Owner III Parcel and New Owner III Expansion Parcel has not been waived but has been deferred until the respective building is substantially complete and ready for business operations.

12. **Approval of Transfer of New Park Owner Property.** The transfer of the New Park Owner Property to New Park Owner is hereby approved by the City.

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:

öNotwithstanding 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 transfer of the New Park Owner Property to New Park Owner shall not count towards the Rolling Limit.ö

14. **Events of Default.** The reference in Section 12.01(h) to “Prudential Insurance Company of America” is hereby replaced with “Elion Partners, LLC.”

15. **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 with respect to the New Park Owner Property 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.

16. **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.”

17. **Addition of New Park Owner; Removal of Ridge Park and Ridge Management; Assignment of Reimbursements to New Park Owner.** New Park Owner hereby joins in this Tenth Amendment (and is, as a result thereof, hereby added as a party to the Agreement) and hereby assumes the obligations of the “Owner” with respect to the New Park Owner Parcel. 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 and Ridge Management do hereby assign to New Park Owner, and the City, New Park Owner and Ridge Park hereby consent to such assignment of, any and all rights to 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 \$30,099,382 (plus accrued interest, which as of the date of this Tenth Amendment is \$2,666,745), which consists of approved expenses of \$29,586,848 (plus accrued interest) and expenses pending approval of \$512,534 (plus accrued interest). 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.

18. **Land Acquisition Costs.** The amount of 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 in connection with a commitment to construct improvements to create Available Incremental Property Taxes, shall be a reimbursable TIF Eligible Expense on a Parcel by Parcel basis (and New Park Owner may allocate such costs to one or more Parcels in proportions determined by New Park Owner in its sole and absolute discretion). The requirement to obtain an opinion of Owner’s TIF Counsel set forth in Section 4.09 of the Agreement is waived with respect to the acquisition costs set forth on **Exhibit A**.

19. **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:

Adar Ridgeport Industrial Partners, LLC
2875 NE 191st St., Ste 800
Aventura, FL 33180
Attn: Juan Roberto DeAngulo

20. **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]

RIDGE PARK:

RIDGE LOGISTICS PARK I, LLC, a Delaware limited liability company

By: Ridgeport Land Holding Company, L.L.C.,
a Delaware limited liability company
Its: Sole and Managing Member

By: James G. Martell
Its: Manager
Authority Warranted

STATE OF _____)
) SS.
COUNTY OF _____)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that James G. Martell, Manager of RIDGEPORT LAND HOLDING COMPANY, L.L.C., the sole and managing member of RIDGE LOGISTICS PARK I, LLC, a Delaware limited liability company (öRidge Parkö), personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity, appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his own free and voluntary act and as the free and voluntary act of such company, for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires:

EXHIBIT A

New Park Owner Property

Total acquisition costs certified as reimbursable - \$[TO BE PROVIDED]

Legal Description of New Park Owner Property:

EXHIBIT B-1

Legal Description of Project Area / Property

EXHIBIT B-2

Depiction of Project Area / Property

ESTOPPEL

March __, 2016

Adar Ridgeport Industrial Partners, LLC
2875 NE 191st St., Ste 800
Aventura, FL 33180

RE: 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, as modified by that certain letter entitled "Waiver of Lease Requirement & Clarification on Issuance of Supplemental New Owner II TIF Note to Eighth Amendment to Redevelopment Agreement to RidgePort" dated February 17, 2016; 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 and the Ninth Amendment is collectively referred to herein as the "**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 ("Ridge Park") is under contract to sell you or your affiliate (as applicable, "Purchaser") certain portions of the Property, and in connection with such transaction, Purchaser will be succeeding to all rights and obligations of Ridge Park (in all of its capacities, except in its capacity as an ordinary Owner, to the extent Ridge Park retains any portion of the Property) under the Agreement. 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 confirms to Purchaser (and its successors and assigns) and any such lenders (and its successors and assigns) the following as of the date hereof:

1. To the City's actual Knowledge, 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 Ridge Park or the City under the Agreement. For purposes of this Estoppel, the "City's actual Knowledge" shall mean the conscious awareness of Tony Graff, City Administrator, or J. Marty Orr, Mayor.

2. Attached hereto as Exhibit A is a true, accurate and complete description of all TIF Eligible Expenses.

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

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

[Remainder of Page Intentionally Blank; Signature Page Follows]

This estoppel letter 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

Status of TIF Eligible Expenses

Ridge Park

- Total certified as reimbursable TIF Eligible Expenses - **[\$30,099,382] [31,021,700]**¹ (including TIF Eligible Expenses certified as reimbursable and assigned to New Owner I and New Park Owner, as described below).
- TIF Note(s) Issued ó N/A

New Owner I

- Total certified as reimbursable TIF Eligible Expenses for acquisition costs - **\$14,198,859**
- Total certified as reimbursable TIF Eligible Expenses for other project costs - **\$5,169,434**
- Total potential (and uncertified as reimbursable) TIF Eligible Expenses for acquisition costs (including initial acquisition costs and expansion acquisition costs) - \$5,182,825
- 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 - \$26,131,751.00 (principal amount)

New Owner II

- Total certified as reimbursable TIF Eligible Expenses for acquisition costs - **\$3,449,202**
- Total certified as reimbursable TIF Eligible Expenses for other project costs - \$0
- Total potential (and uncertified as reimbursable) TIF Eligible Expenses for acquisition costs (including initial acquisition costs and expansion acquisition costs) - \$0
- TIF Note Issued - \$3,449,202 (principal amount)

¹**NOTE:** Per Andrew Evans at Ridge, \$30,099,382 has been certified by the City as reimbursable for TIF Eligible Expenses incurred between 2010 and 12/19/13, and we understand that Mike Weber will be issuing a formal certificate. Andrew believes that another \$922,318 of TIF Eligible Expenses have been incurred but not yet certified as reimbursable, we have asked Andrew to connect with Mike Weber.

New Owner III

- Total certified as reimbursable TIF Eligible Expenses for acquisition costs - \$667,464
- Total certified as reimbursable TIF Eligible Expenses for other project costs - \$0
- Total potential (and uncertified as reimbursable) TIF Eligible Expenses for acquisition costs (including initial acquisition costs and expansion acquisition costs) - \$0
- TIF Note Issued - \$667,464 (principal amount)

New Park Owner

- Total certified as reimbursable TIF Eligible Expenses for acquisition costs - \$[_____]², on a Parcel by Parcel basis
- Total certified as reimbursable TIF Eligible Expenses for other project costs - \$0
- Total assigned TIF Eligible Expenses from Ridge Park - \$[20,489,959] [21,412,277]³ (previously certified as reimbursable by City)
- TIF Note Issued ó N/A

Total certified as reimbursable TIF Eligible Expenses - \$[53,584,341] [54,506,659]⁴

Total potential (and uncertified as reimbursable) TIF Eligible Expenses - \$8,028,790

² **NOTE:** The closing statement is in process, we will not know the exact amount until it is finalized.

³ **NOTE:** See FN1 above for explanation, this relates to the base amount and subtracts amounts previously assigned to New Owner I.

⁴ **NOTE:** See FN1 above for explanation for different amounts in brackets. The total amount was determined by adding up each entry highlighted in yellow.

RESOLUTION No. 2016-05

RESOLUTION STATING THE CITY’S INTENT TO AMEND ITS TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND PROJECT FOR THE RIDGEPORT LOGISTICS CENTER INTERMODAL TERMINAL FACILITY AREA (“PROJECT AREA”) AND PROVIDING FOR A FEASIBILITY STUDY ON ADDING PROPERTY TO AND REMOVING PROPERTY FROM THE BOUNDARIES OF SAID PROJECT AREA AND TO INDUCE DEVELOPMENT INTEREST WITHIN THE AREAS PROPOSED TO BE ADDED TO THE PROJECT AREA.

WHEREAS, the City of Wilmington (the “City”) is authorized under the provisions of the Illinois Tax Increment Allocation Redevelopment Act, *65 ILCS 11-74.4-1, et seq.* (the “Act”), to finance redevelopment project costs in connection with redevelopment project areas established in accordance with the conditions and requirements set forth in the Act; and,

WHEREAS, pursuant to the Act, the City did on May 4, 2010 adopted Ordinances 10-05-04-06, 10-05-04-07 and 10-05-04-08 approving a Redevelopment Plan and Project (the “Plan”) for an area designated as the Ridgeport Logistics Center Intermodal Terminal Facility Area (the “Project Area”) and adopted tax increment financing for said Project Area respectively; and,

WHEREAS, the did on September 8, 2014 adopted Ordinance 14-09-02-02 whereby the Plan and Project Area boundary was amended by removing certain property from the Project Area; and,

WHEREAS, the City desires to undertake a feasibility study to determine if the additional areas proposed to be included in the amended Project Area would qualify to be included in the Project Area pursuant to the definition of “intermodal terminal facility area” as defined in the Act, and other research necessary to document the lack of growth and development through private enterprise; and,

WHEREAS, the areas being considered for addition to the Project Area are identified on Exhibit A, attached hereto; and,

WHEREAS, the Act limits the size of the Project Area to 1,280 acres and the proposed additions to the Project Area would cause said Project Area to exceed this size limitation; and,

WHEREAS, to the extent that the additions to the Project Area cause the Project Area to exceed 1,280 acres, the City will remove the appropriate amount of area from the Project Area so as not to exceed the statutory size limit, provide however, that exact extent and boundaries of the proposed areas to be removed from the Project Area are not precisely defined at this time; and

WHEREAS, the City intends to retain Peckham Guyton Albers & Viets, Inc. of Saint Louis Place, 200 North Broadway, Suite 1000, St. Louis, Missouri 63102, to undertake such feasibility study to: (a) determine if all or a portion of the area proposed to be added to the Project Area qualifies under

the Act; (b) prepare the requisite amendment to the Plan (the "Plan Amendment"); and (c) assist with the process of review and approval of said Plan Amendment; and,

WHEREAS, the City will be expending certain funds to accomplish this Plan Amendment; and,

WHEREAS, it is the intent of the City to recover these expenditures from proceeds of the TIF program; and,

WHEREAS, the City wishes to encourage the developer of Ridgeport to continue to pursue plans for the redevelopment Project Area, including the proposed additions to the Project Area, and make such expenditures as are reasonably necessary in that regard with confidence that said expenditures may be allowable redevelopment project costs under the Plan Amendment once adopted and subject to an amended redevelopment agreement between the City and the developer; and,

WHEREAS, the purpose of the Plan Amendment is to generate additional private investment in the Project Area, including the area proposed for inclusion in the Project Area and thereby provide for the long-term sound growth of the community; and,

WHEREAS, tax increment allocation financing utilizes the increase in real estate taxes ("tax increment") resulting from the increase in value of properties located in a redevelopment project area to pay for certain redevelopment projects costs as provided for in the Act; and,

WHEREAS, given that the proposed Plan Amendment will not result in the displacement of residents from ten (10) or more inhabited residential units within the Project Area, the Plan Amendment does not need to include a housing impact study as required by paragraph (6) of subsection (n) of Section 11-74.4-4.3 of the Act; now,

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of the City of Wilmington, Illinois as follows:

Section 1. That the City Council has examined the proposed amendment to the Project Area boundaries and finds at this time that it is reasonable to believe that the Plan and the Project Area boundary can be amended to include the area identified on Exhibit A, attached hereto, and expenditures of funds in furtherance of the Plan Amendment should be eligible redevelopment project costs as defined under the Act, provided that this resolution is not a guarantee that any such Plan Amendment will be adopted, but rather an expression of the intent of the City at this time.

Section 2. The person to contact for additional information and who should receive all comments and suggestions regarding the proposed amendment to the Plan and Project Area is:

Tony Graff
City Administrator
City of Wilmington
1165 S. Water St.
Wilmington, IL 60481
Telephone: (815) 476-2175

PASSED BY THE CITY COUNCIL of the City of Wilmington, Illinois at a regular meeting thereof held on the ____ day of March, 2016 and approved by me as Mayor on the same day.

YEAS: _____
NEAS: _____
ABSENT: _____
ABSTAIN: _____

ATTEST:

Judith Radosevich, City Clerk

J. Marty Orr, Mayor

Attachment: Exhibit A ó Proposed Amendment to the Ridgeport Logistics Center Intermodal Terminal Facility Area Boundary

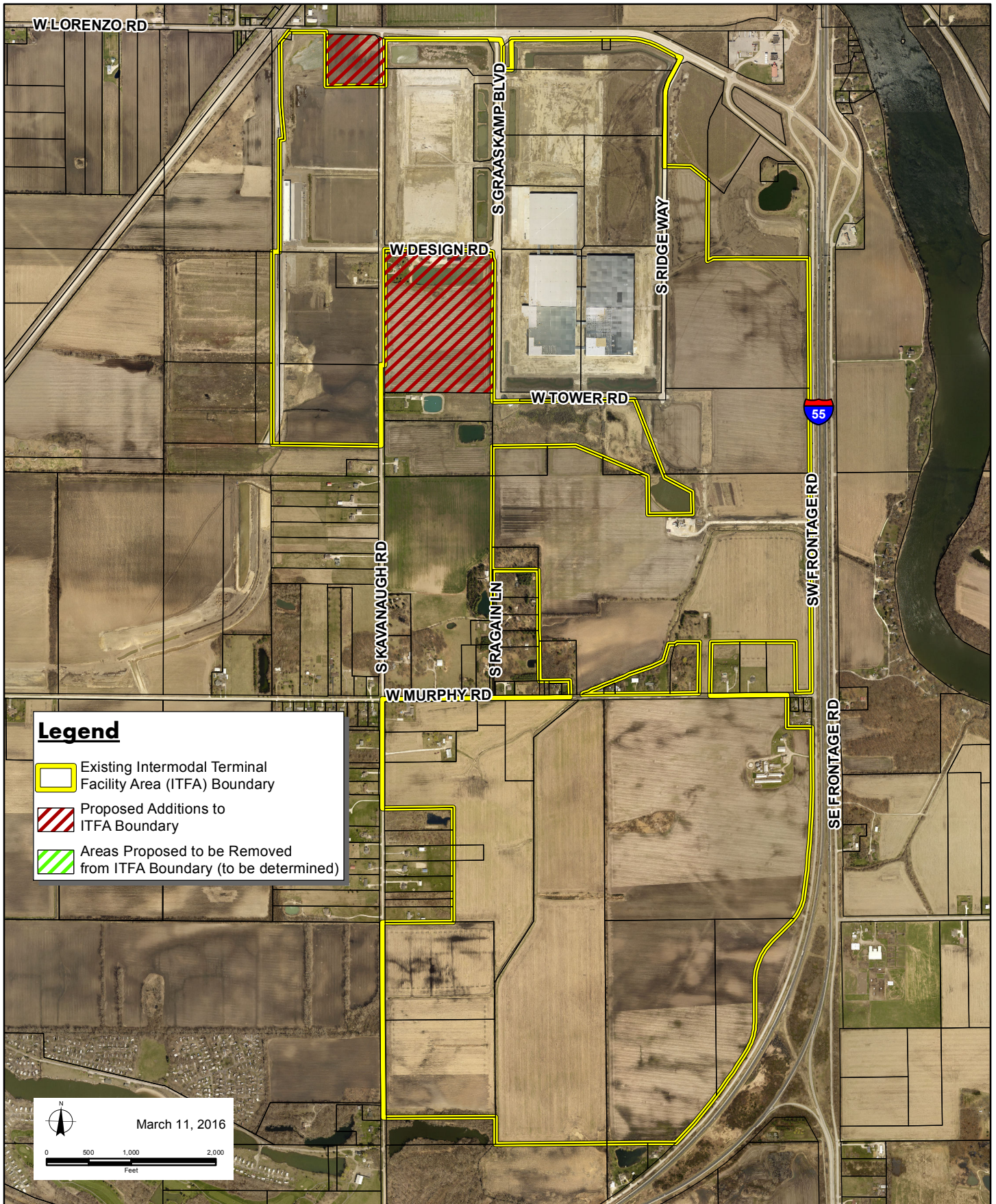


Exhibit A
Proposed Amendment to the Ridgeport Logistics
Center Intermodal Terminal Facility Area
 City of Wilmington, Illinois

