



City of Pekin

AGENDA

REGULAR COUNCIL MEETING OF JULY 10, 2006
5:30 P.M.

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
Clerk to Call the Roll
- IV. APPROVAL OF AGENDA**
ACTION: Motion to approve the meeting agenda

VOTE REQUIRED
- V. APPROVAL OF MINUTES**
ACTION: Motion to approve minutes of June 26, 2006

VOTE REQUIRED
- VI. PUBLIC INPUT ON AGENDA ITEMS**
Speakers to state name, address, and spell last name. Questions unrelated to agenda items are accepted during "Public Questions" near the end of the meeting.
- VII. CONSENT AGENDA**
 - 1. Receive and File Reports and Minutes:** Liquor Commission 03/09/06 and 05/11/06, Project Status, Tazewell County Animal Control*ACTION: Motion to approve consent agenda*

VOTE REQUIRED TO APPROVE CONSENT AGENDA
- VIII. COMMUNICATIONS, PETITIONS, REPORTS**
 - 1. Public Hearing**
DESCRIPTION: opportunity for input on 2005 HUD CDBG CAPER
2005 Housing and Urban Development Community Development Block Grant Consolidated Annual Performance and Evaluation Report

PRESENTATION: Pam Anderson

NO VOTE REQUIRED

IX. NEW BUSINESS

1. **2005 HUD Community Development Block Grant CAPER** (PA)
DESCRIPTION: Annual Report for progress on attaining goals and objectives of the program and funds spent on grant activities

ACTION: Motion to approve CAPER

VOTE REQUIRED
2. **Façade Grant** (EL)
DESCRIPTION: Request of Dale Thomas/Dick Williams Law Offices 337 Court Street Recommendation of Mainstreet Design Committee

ACTION: Approve request for \$8,067.11 from TIF I funds for improvements

VOTE REQUIRED
3. **Ordinance No. 2480-06/07 – Regarding the Completion of Velde Drive, in the Proposed Marigold Estates Phase 12** (JW)
DESCRIPTION: Heartland Contractors, Inc. proposes to construct Velde Drive to a higher standard with the City reimbursing the difference in the amount of \$90,569. In return for the City's assistance, the developer will repay the City as lots are sold.

ACTION: Motion to adopt ordinance

VOTE REQUIRED
4. **Agreement with Pekin Community High School District 303** (GR)
DESCRIPTION: One-Year extension of the existing school transportation contract with the ability to send monthly fuel bill

ACTION: Motion to approve one-year agreement

VOTE REQUIRED
5. **Agreement with TCRC** (GR)
DESCRIPTION: Yearly contract that reflects increase to cover fuel costs

ACTION: Motion to approve agreement

VOTE REQUIRED
6. **Ordinance No. 2481–06/07 - Authorizing Agreement to Acquire Remaining Acres in Riverway Business Park** (DK)
DESCRIPTION: Agreement to acquire 157.65 acres for the potential expansion of Riverway Business Park in an amount not to exceed \$1,601,400.00

ACTION: Motion to adopt ordinance

VOTE REQUIRED
7. **Ordinance No. 2482-06/07 - Authorizing Agreement to Acquire Right of Way Hanna Drive Extended** (DK)
DESCRIPTION: Agreement to acquire 3.00 acres to extend Hanna Drive from terminus westerly to Fifth Street in an amount not to exceed \$30,600.00

ACTION: Motion to adopt ordinance

VOTE REQUIRED

8. **Ordinance No. 2483-06/07 - Authorizing Agreement to Acquire Right of Way Veterans Drive** (DK)
DESCRIPTION: Agreement to acquire 1.823 acres – Veterans Drive ROW – West in an amount Not to exceed \$18,230.00

ACTION: Motion to adopt ordinance

VOTE REQUIRED

9. **Ordinance No. 2484-06/07 - Agreements to Acquire Right of Way Veterans Drive** (DK)
DESCRIPTION: Agreement to acquire 1.826 acres – Veterans Drive ROW – East in an amount not to exceed \$18,260.00

ACTION: Motion to adopt ordinance

VOTE REQUIRED

10. **Resolution No. 161-06/07 - Authorization for Matching Funds for U.S. Department of Commerce Economic Development Administration Application to Expand Hanna Drive** (DK)
DESCRIPTION: Funds committed from the General Fund and Motor Fuel Tax Fund

ACTION: Motion to adopt resolution

VOTE REQUIRED

X. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL
Council members

Staff

Public Questions

Press Time

XI. EXECUTIVE SESSION

1. Sale of Property 5 ILCS 120/2 (c) 6.
2. Lease of Property 5 ILCS 120/2 (c) 6.
3. Acquisition of Real Estate 5 ILCS 120/2 (c.) 5.
4. Litigation 5 ILCS 120/2 (c) 11.

ACTION: Motion to move to executive session for the purpose of discussing personnel.

VOTE REQUIRED to move to closed session

XII. ADJOURNMENT

With no further action to come before the Council the Mayor declares meeting closed in open session.

NO VOTE REQUIRED

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF THE CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY JUNE 26, 2006 AT 5:30 O'CLOCK P.M.
FRANK M MACKAMAN * MAYOR * PRESIDING**

PRESENT: COMMISSIONERS, BLANCHARD, JONES, MADDOX AND DAGIT

ABSENT: NONE

The Pledge of Allegiance was led by Tory Coats.

Roll was called and all commissioners were present.

Mayor Mackaman noted that Joe Wuellner would be acting in the capacity of City Manager for questions or direction in the absence of Dennis Kief.

Agenda

Motion by Com'r. Blanchard, seconded by Com'r. Maddox, that the agenda be approved as presented. On roll call vote, all present voted Aye.

Minutes

Motion by Com'r. Blanchard, seconded by Com'r. Maddox, that the **Minutes of the Regular City Council Meeting of June 12, 2006, the Special Council Meeting of June 15, 2006 be approved as written.** On roll call vote, Ayes, Maddox, Blanchard, Jones, Dagit; Abstain, Mackaman. Motion carried. Mayor Mackaman explained that he was absent from the meeting of June 15 and would abstain from voting on the contents of the minutes being an accurate or inaccurate account of the meeting.

Public Input on Agenda Items

There were no comments received.

Consent Agenda

Mayor Mackaman presented and read the following items under Consent Agenda.

Motion by Com'r. Maddox, seconded by Com'r. Blanchard, that the Consent Agenda be approved as presented.

1. **Receive and File Reports and Minutes: Airport and Building Reports**
2. **Charitable Solicitation: Pekin Union Mission Tag Day October 27, 28, 29, and Dalton Blakley, Neuroblastoma Patient**
3. **Receive and File U.S. Department of Housing and Urban Development Action Plan Approval and Transmittal of Grant Agreements Program Year 2006**
4. **Receive and File Zoning Board of Appeals Meeting Minutes Dated June 14, 2006**
5. **Receive and File Pekin Planning Commission Meeting Minutes Dated May 10, 2006 and June 14, 2006**
6. **Receive and File Planning Commission Hearings and Recommendations:**
 - a. Hearing #1716 – approval of the Site Plan to move the Mobile Unite on the Business Property currently zoned OS-1 (Office Service District) with the Property I.D. #04-04-36-414-008 and commonly known as 2351 Broadway
 - b. Hearing #1717 – approval of the Preliminary Plat for Sunset Hills Ext #33, currently zoned RM-2 (Multiple Family Residential) for Lots 43 thru 57 and Lots 60 thru 61 and R-2 (Single Family Residential) for Lots 58 thru 59 and lots 62 thru 66
 - c. Hearing #1718 – approval of the Preliminary Plat for Riverway Business Park 2nd Addition Currently zoned AG (Agricultural District)

On roll call vote, all present voted Aye.

New Business

Motion by Com'r. Maddox, seconded by Com'r. Dagit, that the **SITE FROM CENTRAL ILLINOIS RADIOLOGICAL ASSOCIATION TO MOVE A MOBILE UNIT FOR DIAGNOSTIC RADIOLOGY, ON THE BUSINESS PROPERTY LOCATED AT 2351 BROADWAY ROAD, CURRENTLY ZONED OS-1 (OFFICE SERVICE DISTRICT)** be approved. Council was informed that the site plan originally approved at the May meeting needed reconsideration due to the mobile unit not capable of fitting in that location chosen. The new site was also recommended by the Planning Commission. On roll call vote, all present voted Aye.

RESOLUTION NO. 160-06/07

PRELIMINARY PLAT FOR SUNSET HILLS EXTENSION #33

Motion by Com'r. Dagit, seconded by Com'r. Blanchard, that Resolution No. 160-06/07, Preliminary Plat for Sunset Hills Extension #33, currently zoned RM-3 (Multiple Family Residential) for Lots 43 thru 57 and Lots 60 thru 61 and R-2 (Single Family Residential) for Lots 58 thru 59 and Lots 62 thru 66, be adopted. Discussion followed on concerns of lots 62-66 draining onto other lots. Council was assured that area would be reviewed in the staff process during development. Terraced lots would be shaped in such away that water runoff would go to the street. Failure to construct correctly would be violation of the provisions of the Code. On roll call vote, all present voted Aye.

ORDINANCE NO. 2479-06/07

AMENDING TITLE 6, CHAPTER 1, SECTION 6-1-1 B

REGARDING COMPOSITION OF THE PEKIN POLICE DEPARTMENT

Motion by Com'r. Dagit, seconded by Com'r. Maddox, that Ordinance No. 2479-06/07 be adopted. Council was informed of the hiring of officers to bring the total number of officers to 56. The ordinance would amend the provisions from 54 members. Several considerations for requesting the Council fill the 2 budgeted police slots were written in memos from City Manager Dennis Kief and Police Chief Gillespie. Mayor Mackaman summarized the justifications given, made comments and posed questions in a prepared outline:

- Understaffed – being short handed incurs additional cost
- Belief that more effective traffic enforcement could reduce increase in traffic accidents
- 54 officer staffing level rarely achieved due to retirement, medical leave, military
- City has grown by approximately 350 new homes and 10 miles of roadway
- Conceptual Plan identified proactive policing agenda

The Mayor commented, based on public safety, budget, achievement, police morale, Conceptual Plan issues, it was an easy yes vote. But he felt alternatives should have been discussed more fully and neither memo stated a cost figure. Citing that the Police Annual Report stated a declining workload, he questioned would there ever be a time with scarce resources to draw the line.

Discussion followed. Com'r. Jones expressed disappointment that Council was asked to vote so soon on a department hiring matter. Com'r. Maddox spoke in support of the increase and said the workload was declining as a result of the effectiveness of the department. Com'r. Blanchard felt officers were needed to patrol the expanded area of the City. Com'r. Dagit disagreed with Mayor Mackaman's analysis of cost based on the Audit.

On roll call vote, Ayes, Maddox, Dagit, Jones, Blanchard; Nay Mackaman. Motion Carried.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Recognition and best wishes were extended to Mary Zimmerman Administrative Secretary Investigation, retiring from the Police Department after 34 plus years of service to the City.

Com'r. Blanchard encouraged Council, staff and citizens to view a model of the City on display in the City Hall Lobby. The replica constructed by Ron Seih and Lori Bland depicts the many aspects of Code Enforcement throughout structures, residences, and streets in our city.

Com'r. Jones expressed gratitude for the efforts of firefighters called to an emergency on the golf course.

Garnet Meischner 1401 Janssen expressed concern that drivers are leaving vehicles run while filling gas tanks and also smoking where there is fuel. He asked that the City assist in enforcing the regulations for no smoking.

Reporters from the *Peoria Journal Star* and *Pekin Daily Time* were given the opportunity to ask questions.

Motion by Com'r. Jones, seconded by Com'r. Dagit, that Council move to Executive Session at 6:22 P.M. to discuss Lease of Property 5 ILCS 120/2 (c.) 11. and Litigation 5 ILCS 120/2 (c.) 11. On roll call vote, all present voted Aye. The Council returned to open session.

No further business to come before the Council, Mayor Mackaman called the meeting closed.

COUNCIL ADJOURNED AT 6:40 P.M.

Sue E. McMillan
City Clerk

City of Pekin

LIQUOR COMMISSION MINUTES THURSDAY, MARCH 9, 2006 4:00 P.M. CITY HALL COUNCIL CHAMBERS

Chairman Roy Bockler called the meeting to order at 4:00 p.m.

ROLL CALL

The following members were present for roll: Roy Bockler, David Eitenmiller, Holly Brown, Chief Tim Gillespie, Gary Allen and Deputy Chief Chuck Lauss.

Absent: John McCabe

Also present: Attorney Sue Bosich and Public Works Director Joe Wuellner.

PLEDGE of ALLEIGENCE

ELECTION OF CHAIRMAN:

Motion made by Gillespie to appoint Eitenmiller as the new Chairman, 2nd by Lauss. All in favor, motion passed.

APPROVAL OF AGENDA

Motion by Lauss, seconded by Gillespie that the Agenda be approved as presented. Motion passed.

APPROVAL OF MINUTES

Motion by Allen, 2nd by Bockler to approve the Minutes as presented. Motion passed.

PUBLIC INPUT/COMMENTS/QUESTIONS

Allen complimented Paula on her outstanding job as secretary.

STATUS/RESOLUTION OF HELD HEARINGS

Event Meadow at Riverfront park to be given to Council to get in the Code for changes. Bockler to address all three locations, wait, look and decide. No Pier changes, North of bridge hasn't changed. Pier, Upper area and Streets to be looked at. Miller Park is controlled by Pekin Park District. Only change was small parking lot by bathrooms, can not use anymore.

Bockler made a motion to oppose giving recommendation to Council on the Event Meadow until Commission can take a look at all three locations.

Discussion: Brown approved legal description, adjust Pier for Special Events. Wuellner to make maps of Event Meadow. How to separate the under 21 layout area at Special Events. Gillespie opposed to just anyone closing the streets, Court Street and Capitol. Allen suggested we need more information. Pekin Mainstreet uses for car show and Oktoberfest.

Motion by Gillespie, 2nd by Brown to go to Council to approve Event Meadow.

Amend Motion to include changes to Pier parking lot boundaries. Motion passed.

NEW BUSINESS

Council Liaison

No reports received.

City Attorney

- Corporation Counsel Sue Bosich did not feel that she needs to be on the Agenda under New Business every time there is a meeting.

Attorney Bosich then advised members that Attorney Jerry Hall is representing the Amvets, witness was unavailable and will set time and date at a later time.

Police Liaison

- Stokers, failure to report a fight, owner arrested, investigation to continue.
- Goodfella's fight
- Stagger Inn, gambling owner arrested
- Ol'Dad's bartender arrested (homeless), NTA failure to report fight.

ANY OTHER BUSINESS TO COME BEFORE THE COMMITTEE

Bockler wants changes in Code for the application fee on paying two payments, needs changed to only one payment. Bosich to change Code.

Discussion: Conflict in Code, doesn't apply to any other licenses.

Staff

Lauss status on Gianessi building, rear steps in, no drawings or plans, 2nd floor is piped.

No further business to come before the Commission, **motion was made by Lauss, seconded by Gillespie to adjourn. Motion carried by Voice Vote.**

Meeting adjourned at 5:00 P.M.

Respectfully submitted
Paula Gensel

NEXT MEETING THURSDAY APRIL 27th, 2006 @ 4:00 P.M.

City of Pekin

SPECIAL LIQUOR COMMISSION MINUTES

THURSDAY, MAY 11, 2006

4:00 P.M.

CITY HALL COUNCIL CHAMBERS

Chairman Dave Eitenmiller called the meeting to order at 4:00 p.m.

ROLL CALL

The following members were present for roll: Roy Bockler, Dave Eitenmiller, Holly Brown, Chief Tim Gillespie, Gary Allen and Deputy Chief Chuck Lauss.

Absent: John McCabe

Also present: Attorney Sue Bosich, Liquor Commissioner Frank Mackaman and City Clerk Sue McMillan.

PLEDGE of ALLEIGENCE

APPROVAL OF AGENDA

Motion by Lauss, seconded by Gillespie that the Agenda be approved as presented. Motion passed.

APPROVAL OF MINUTES

Motion by Gillespie, 2nd by Lauss to approve the Minutes as presented. Motion passed.

PUBLIC INPUT/COMMENTS/QUESTIONS

No public input

STATUS/RESOLUTION OF HELD HEARINGS

NEW BUSINESS

Police Liaison

Nothing to report at this time

Council Liaison

Chairman Eitenmiller informed Commission that there will no longer be a Council Liaison.

ANY OTHER BUSINESS TO COME BEFORE THE COMMITTEE

Liquor Code Changes:

Sue Bosich stated that there was a Computer Glitch and that is why the one payment at Liquor renewals did not pass at the last Council Meeting. Eitenmiller received a letter explaining what happened from Attorney Dancey.

Motion by Allen, 2nd by Lauss that the Commission resubmit their recommendation to the Liquor Commissioner of a one time payment of Liquor License renewals. All in favor, motion passed.

Discussion: Bockler asked City Clerk why renewals were due May 1. Is there a better time? Clerk explained renewals due on May 1 is the City's start of a new fiscal year. State license are due at different times of the year.

Commission Members

Chairman Eitenmiller asked about Amvets Hearing. Attorney Bosich stated she has been in contact with their Attorney, which is Jerry Hall. Has postponed twice. Hearing date set for Thursday, June 22nd at 4pm. Stagger Inn's Hearing is set for Thursday, June 22nd at 4pm. Stokers was dismissed, confusion in statements and Ol' Dads's, the bartender was homeless and can not be located.

Staff

City Clerk asked if the Liquor Commission will be taking over the Special Use for the Liquor. Bockler thought it was already in the Code. Special Use where the Liquor Commission make recommendations to the Council. Commission does not have a problem with taking control. Discussion: Bockler recommended that Commission seek direction from the City Manager on how to proceed with staff on Special Uses. Bosich to draft change to Code, change section on Special Use.

Gillespie said that SBA was going to hold a Block Party on July 1st in Downtown Pekin and would need a Special Use permit.

Discussion: This is not a Commission responsibility. This is a Special Event Application and Mayor and Police Chief sign off.

Press

Sharon Harris, Pekin Times apologized for being late. Questions on the Agenda regarding Council Liaison. Explained by Chairman Eitenmiller it was only on there to inform the Commission there will no longer be a Council Liaison. Sharon questioned the ½ payment of licenses. Chairman Eitenmiller explained that this is an Advisory Commission and only recommend to the Liquor Commissioner.

No further business to come before the Commission, motion was made by Lauss, seconded by Bockler to adjourn. Motion carried by Voice Vote.

Meeting adjourned at 4:40 P.M.

Respectfully submitted
Paula Gensel

NEXT MEETING THURSDAY JUNE 22, 2006 @ 4:00 P.M.

City of Pekin-Proj Status Report

7/3/2006

NOTE: New/changed listings in <i>italics</i> .	Jul-06	DESCRIPTION	CONTACT
PROJECT	STATUS		
Veterans Drive:			
Rt. 29 to Commercial Dr.	Prelim Design	Awaiting funding. Receive ROW from the FBOP	Joe
Broadway to I474	Prelim Design	Awaiting funding. Public hearing held, assessing comments.	Joe
I474 Interchange	Prelim Design	Continuing justification reports.	Denny
IDOT Funded Projects:			
Broadway-Parkway Intersection	Design	Continuing with construction drawings and ROW plats	Joe
Broadway Widening	Prelim Design	County project. FY2008 Funding. Public Meeting July 18th at the Moose	Joe
14th - Park Ave Intersection	Construction	<i>Project complete with exception of traffic signal controller</i>	Joe
Forest Dr. - Court St.	Awaiting Funds	Design study complete.	Denny
Riverfront:			
West Boat Ramp	Prelim Design	Set buoy at location of proposed ramp for review of boat captains	Joe
Pekin Lake	Planning	US Army Corps study ongoing. North 2007 South 2008	Joe
Street Maintenance:			
Seal Coat 2006	Construction	Award to RA Cullinan expected 4/3/06 Council Meeting	Dave
Brick Streets	Ongoing	Work on streets as time allows	Dave
Commercial Projects:			
Helig-Meyers Bldg	Complete	Goodwill open. Nothing further for remainder of building.	Ron
East Court Village I:	Design	Former Pekin Mall property.	Ron
Starbucks	Construction	Under construction	Ron
Former JC Penney Bldg	Study	Potential clients negotiating for this location.	Ron
Outlot E-7 Unit Plaza	Construction	CiCi's Pizza & US Cellular are open. One unit remains.	Ron
Outlot F-3 Unit Plaza	Construction	Verizon open. 2 units available.	Ron
East Court Village II:	Design	Former SHOPKO Building. Review proposals as received.	Ron
Steak N Shake	Design	Drawings received for review.	Ron
WalMart Outlots:			
Outlot 2	Design	Potential client negotiating for this lot.	Ron
Outlot 3:	Design	Nothing new has been proposed for this facility at this time.	Ron
Trouble Free Plumbing/HVAC	Construction	Building new facility at site of former Bloompot Florist.	Ron
Hardee's Bldg - Court/Parkway	Design	Nothing new has been proposed for this facility at this time.	Ron
Antonini's Train Depot	Construction	New offices/shops planned	Ron
NAPA Auto Bldg - 5th/Ann Eliza	Construction	Remodeling for new businesses. Sharp Tax Consultants open.	Ron
Kroger - Gas Station	Construction	Plans approved by Planning Comm.	Ron
Kroger - Relocate Pharmacy	Construction	Relocating pharmacy to front of store with outside pickup window	Ron
Kouri's	Construction	Expansion of exterior dining area to add restrooms.	Ron
Sonic Restaurant	Construction	Work underway.	Ron

Aventine	Construction	Continuing work for major expansion of existing facility.	Ron
Amerhart	Construction	Work continues on this facility	Ron
Winpak	Construction	Work has begun on this facility	Ron
West Campus	Prelim Design	Working on proposed Gateway Center.	Denny
Parkway Storm Sewers	Study	Reviewing existing ditch to receive water for capacity. Need heavy rain.	Joe
Pekin Boat Club Dredging	Bidding	Private dredging of channels around the club.	Ron
Pekin Hospital	Construction	Upgrading 8th floor pediatrics, LDR Facility on 2nd & 3rd floors, & diagnostics	Ron
McKenzie Building/Old Post Off.	Construction	Remodeling former cell areas for offices	Ron
Velde Ford	Construction	Addition and remodel	Ron
Velde GM SuperCentre	Construction	Remodeling existing facility on Auto Row.	Ron
Subdivisions:			
Deerfield Sections 1, 2, 3, & 4	Construction	Continuing to build homes	Ron
Marigold 9A	Construction	Continuing to build homes	Ron
Marigold 10 & 11	Construction	Starting to build homes. 22 homes	Ron
Marigold 12	Construction	Working on infrastructure and streets. 28 homes	Ron
Velde Dr.	Construction	Working on completing road as part of Marigold 12.	Ron
Lutticken's Cove	Construction	Continuing to build homes. Met with developers for the next section to the east	Ron
Lake Whitehurst	Construction	Continuing to build homes	Ron
Sunset Hills 31 & 32	Construction	Continuing to build homes	Ron
Sunset 33	Construction	Approved for construction	Ron
Lake Kennedy	Construction	Continuing to build homes	Ron
Lakeshore Condos	Construction	New 11 unit condo project	Ron
Sunset Lake Estates	Construction	Starting construction. 42 homes	Ron
Hickory Hills 1 thru 4	Construction	Continuing to build homes	Ron
Hickory Hills 5	Construction	Site construction has started	Ron
Gingoteague #5	Construction	Building homes. 40' homes	Ron
Gingoteague #6	Construction	Construction to start soon	Ron
Grandview Estates(Lutticken's)	Construction	Construction to start soon - 37 homes	Ron

TAZEWELL COUNTY ANIMAL CONTROL

City: PEKIN

Date: 7-1-06
Billing For Month of 6-06

\$3,260.75

PEKIN CITY CLERK
111 S CAPITOL
ROOM 242
PEKIN IL 61554

Animal Counts Brought in by Wardens between June 1, 2006 and June 30, 2006

City	Warden	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Vogel	City	BROADWAY AND 4TH	6/1/2006	Dog	COCKER	R	1	61057
	Vogel	City	BROADWAY AND 4TH	6/1/2006	Dog	GRT PRY.	E	1	61058
	Mooney	City	BURGER KING	6/11/2006	Cat	DSH			61116
	Vogel	City	1107 1/2 DELL	6/3/2006	Dog	SHEP X	E	9	61063
	Vogel	City	2204 FAHNDERS	6/7/2006	Cat	DSH	E	5	61086
	Vogel	City	1401 SHERIDAN	6/5/2006	Dog	COCKER			61064
	Vogel	City	1231 3RD ST	6/7/2006	Dog	SHEP X AUSSIE X	E	9	61087
	Vogel	City	324 BEUNA VISTA	6/2/2006	Dog	POODLE	R	7	61062
	Vogel	City	812 WASHINGTON	6/27/2006	Dog	LABX			61226
	Vogel	City	219 MELVINA	6/30/2006	Cat	DSH			61277
	Hoyland	City	13852 RT 29	6/30/2006	Dog	PIT			61270
	Vogel	City	12 TH AND WILLOW	6/29/2006	Dog	LAB			61267
	Vogel	City	12 TH AND WILLOW	6/29/2006	Dog	PIT			61266
	Vogel	City	DELL AND DERBY	6/29/2006	Dog	LAB			61261
	Vogel	City	1202 S 10TH ST	6/29/2006	Dog	LAB			61251
	Vogel	City	1101 EL CAMINO	6/28/2006	Cat	DLH			61242
	Vogel	City	201 CATHERINE	6/27/2006	Dog	LAB	R	1	61233
	Vogel	City	201 CATHERINE	6/27/2006	Dog	LAB	R	1	61232
	Vogel	City	913 ST JULIAN	6/27/2006	Dog	BASSETT	R	1	61231
	Vogel	City	213 STATE	6/27/2006	Dog	LAB			61230
	Vogel	City	RT 29	6/27/2006	Cat	DSH	E	1	61227
	Vogel	City	309 N 7TH	6/20/2006	Dog	SHEP	R	0	61175
	Vogel	City	TCAC	6/16/2006	Cat	DSH			61143
	Vogel	City	218 STATE	6/16/2006	Cat	DSH	E	3	61144
	Hoyland	City	1409 S. 11TH	6/16/2006	Dog	ROTT	R	10	61159
	Hoyland	City	13120 5TH	6/17/2006	Dog	LAB	E	9	61161
	Vogel	City	1400 BLK CHESTNUT	6/19/2006	Dog	BEAGLE			61163
	Vogel	City	1902 #7 SHERIDAN	6/27/2006	Dog	ROTT	REL	1	61129
	Vogel	City	400 BLOCK PARK AVE	6/20/2006	Dog	PIT			61173
	Vogel	City	327 CATHERINE	6/27/2006	Cat	DSH	E	1	61225
	Vogel	City	901 PRINCE ST	6/23/2006	Cat	DSH	E	7	61205
	Vogel	City	630 S 11TH	6/26/2006	Cat	DSH			61223
	Vogel	City	333 HERMAN	6/27/2006	Cat	SIAMESE X			61224

Total Dogs picked up in Pekin: 22

Total Cats picked up in Pekin: 11

Total Others picked up in Pekin: 0

Animal Counts Brought in by Individuals between June 1, 2006 and June 30, 2006

City	In By	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
Individual	City		609 BACON	6/9/2006	Dog	LAB X	REL	4	61110
Individual	City		1410 S 13TH ST	6/19/2006	Dog	POINTER X	E	9	61165
Individual	City		1921 AMERICAN	6/19/2006	Cat	DSH	E	4	61164
Individual	City		13 OAKCREST	6/15/2006	Cat	DSH	E	1	61136
Individual	City		300 N 14TH ST	6/13/2006	Cat	DMH	E	8	61128
Individual	City		402 WOODLAND	6/13/2006	Cat	DSH	E	8	61126
Individual	City		1620 LAMAR	6/1/2006	Cat	DSH			61053
Individual	City		609 BACON	6/9/2006	Dog	LAB X	REL	4	61111
Individual	City		1421 MARKET	6/20/2006	Other	STARLING	REL	0	61174
Individual	City		1606 CATHERINE	6/9/2006	Cat	DSH	E	0	61106
Individual	City		1921 AMERICAN	6/9/2006	Cat	DSH	E	3	61105
Individual	City		1209 MAPLE ST	6/7/2006	Cat	DLH	E	5	61081
Individual	City		MC NAUGHTON PARK DOG PAR	6/6/2006	Dog	LAB X	E	8	61076
Individual	City		1606 CATHERINE	6/5/2006	Cat	DSH	E	4	61066
Individual	City		1606 CATHERINE	6/5/2006	Cat	DSH	E	4	61065
Individual	City		609 BACON	6/9/2006	Dog	LAB X	REL	4	61112
Owner R	City		309 WOODLAWN	6/26/2006	Dog	LAB			61220
Owner R	City		408 S 2ND ST	6/29/2006	Cat	DSH			61253
Owner R	City		408 S 2ND ST	6/29/2006	Cat	DSH			61252
Individual	City		327 CATHERINE	6/28/2006	Cat	DSH	E	0	61240
Individual	City		307 MIDLAND	6/28/2006	Cat	DSH	E	0	61238
Individual	City		307 MIDLAND	6/28/2006	Cat	DSH			61237
Individual	City		307 MIDLAND	6/28/2006	Cat	DSH	E	0	61236
Owner R	City		1521 LAKE	6/19/2006	Dog	LAB	E	4	61168
Individual	City		307 MIDLAND	6/28/2006	Cat	DSH	E	0	61234
Owner R	City		1413 S 13TH ST	6/19/2006	Dog	TER	E	3	61169
Individual	City		327 CATHERINE	6/26/2006	Cat	DSH	E	2	61212
Owner R	City		318 WALNUT	6/23/2006	Dog	CHOWX LAB	E	3	61204
Owner R	City		1513 NORMAN	6/22/2006	Cat	DSH	E	8	61193
Individual	County		1502 BACON	6/21/2006	Cat	DSH	E	2	61188
Owner R	City		119 JANE ST	6/21/2006	Dog	ROTT	E	0	61183
Owner R	City		408 S 2ND ST	6/29/2006	Cat	DSH			61254
Individual	City		307 MIDLAND	6/28/2006	Cat	DSH	E	0	61235

Total Dogs picked up in Pekin: 10

Total Cats picked up in Pekin: 22

Total Others picked up in Pekin: 1

CERTIFICATE OF PUBLICATION

THE PEKIN DAILY TIMES

Gregg Ratliff, Publisher

Pekin, Illinois, June 16 20 06

I hereby certify that I am the publisher of THE PEKIN DAILY TIMES and that the annexed notice was published 1 times in the Pekin Daily Times, a secular public newspaper of general circulation, printed and published daily, except Sunday, and legal holidays, for at least 1 year prior to the 16 day of June 20 06 in the City of Pekin, Tazewell County, State of Illinois; that publication of said notice was made in said newspaper as follows:

the first on the 16 day of June 20 06;
the second on the day of 20 ;
the third on the day of 20 ;
the fourth on the day of 20 ;

I further certify that the face of the type in which each publication of the said notice was made was the same as the body type used in the classified advertising in the issue of the said newspaper in which such publication was made.

I further certify that said newspaper is a newspaper as defined in 'An Act' to revise the law in relation to notices' as amended by Act approved July 17, 1959.-III. Revised Statutes, Chap. 100, Para. 1-10.

Gregg Ratliff
Publisher of

THE PEKIN DAILY TIMES

Publication Fee, \$ 51.03
Posters, Slips \$ 5.00
Total \$ 56.03

By April Hebron

LEGAL NOTICE

CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORTS OF THE CITY OF PEKIN

APRIL 20, 2006
The City of Pekin's Consolidated Annual Performance and Evaluation Report (CAPER) will be available for public review and comment beginning on June 19, 2006 in the Planning & Development Department. All interested parties should be notified in writing of public hearings. The Planning & Development Department is located on the second floor of the Pekin City Hall building, 1111 S. Capitol Street, Illinois. The first public hearing will be held on June 19, 2006 at 5:30 p.m. in the Council Chambers, second floor of the City Hall, 1111 S. Capitol Street, Pekin, Illinois. A second public hearing will be held during the City Council meeting on June 10, 2006 at 5:30 p.m. in the Pekin City Council Chambers. The Council Chambers are accessible to persons with disabilities. If special accommodations are needed or if there are any questions regarding the CAPEP, please contact Pamela Anderson, Department of Planning & Development at (309) 477-2300 ext. 5555; 1-2-5111. Thank you,
Pamela Anderson
Community Development Coordinator
City of Pekin
174863 6/16

**2005 CAPER
Public Hearing
July 6, 2006; 5:30pm**

The 2005 grant amount was \$472,290 and the 2005 program income amount was \$110,717.74, totaling \$583,007.74 for the 2005 fiscal year.

Twenty-eight (28) programs were undertaken in fiscal year 2005 - one (1) from 2001, 2002 & 2003; five (5) from 2004, and sixteen (16) from 2005 Action Plans. Twenty-three (23) were completed and five (5) programs are still considered underway and are being carried over to the 2006 fiscal year.

Goal A: To develop a viable urban community by providing decent housing principally to low and moderate income persons.

* A1. The City of Pekin Code Enforcement program, as a high priority, will inspect 550 units by April 30, 2006.

2005 CDBG Project	Allocated	Funded during 2005 fiscal year	Status	# benefited	Leverage
Code Enforcement	\$42,523	\$21,136.21	Completed	Inspection of 558 residential units occupied by low to moderate-income individuals [Low to Moderate area benefit (LMA)]	n/a

**2005 CAPER
Public Hearing
July 6, 2006; 5:30pm**

* A2. The City of Pekin Rehabilitation single family owner occupied program, as a high priority, will rehabilitate a total of 8 homes by April 2006. These are expected to be equally provided to low, very low and extremely low-income households.

2005 CDBG Project	Allocated	Funded during 2005 fiscal year	Status	# benefited	Leverage
Owner Occupied Rehabilitation	\$59,500	\$25,623.75	\$48,876.25 Carried over	8 houses completed - 3 extremely low income, 5 low income & 7 female head of household; 4 projects remain underway; defined by low to moderate area limited clientele benefit (LMC)	n/a
2006 Amendment - 2005 Case Manager transferred to Owner Occupied Rehabilitation program	\$15,000	See status of Owner Occupied Rehabilitation	Open / carried over	n/a	n/a
2005 Rehab Program Delivery	\$70,993	\$74,055.39	Completed	n/a	n/a

2004 CDBG Project (carried over to 2005 FY)	Carried Over	Funded during 2005 fiscal year	Status	# benefited
Owner Occupied Rehabilitation	\$31,000.00	\$26,250.00	Completed	2 houses completed; 1 extremely low income & 1 low income; 2 female head of households

**2005 CAPER
Public Hearing
July 6, 2006; 5:30pm**

* A3. The City of Pekin intends to actively support appropriate long and short-term objectives and Continuum of Care projects proposed by the Heart of Illinois Homeless Continuum of Care as a high priority.

2005 Caper response - The City of Pekin staff actively participated as the Vice Chair of the Steering Committee and Chair of the Super NOFA Ad Hoc Committee relative to the Heart of Illinois Homeless Continuum of Care. During this past fiscal year the HoIHCoc compiled, prepared and presented the 10 year plan to end chronic homelessness. The City of Pekin staff presented a power point presentation to the City of Pekin Council and the North Pekin Village Council for comments. This goal was successfully met.

* A4. The City of Pekin will, as a high priority, participate in the IDHA HOME/SFOOR program to bring a minimum of four houses a year up to code for the short-term goal. CDBG dollars will be used to pay for the costs per project that exceed IHDA maximum per project expense of \$40,000.

2005 CDBG Project	Allocated	Funded during 2005 fiscal year	Status	# benefited	Leverage
CDBG dollars allocated for the HOME/SFOOR program	\$60,000	\$0.00	Open / carried over	N/a	n/a

**2005 CAPER
Public Hearing
July 6, 2006; 5:30pm**

Goal B: To develop a viable urban community by providing a suitable living environment principally to low and moderate-income persons.

*** B1.** The City of Pekin will, as a high priority, contract with public and private agency/ies that will provide needed services to 2,000 low and moderate-income persons/households.

2005 CDBG Project	Allocated	Funded during 2005 fiscal year	Status	# benefited	Leverage
United Way	\$40,000	\$40,000	Completed	13,080 Pekin residents defined by low to moderate area limited clientele benefit (LMC)	\$544,000; 1:12.6

*** B2.** The City of Pekin will, as a high priority, reconstruct streets, install a sidewalk; install an emergency siren; and make other necessary public facility improvements on public streets, alleys and other city property that is located in low to moderate-income census block groups or slum and blight areas. Public facility improvements will benefit the low to moderate income 2000 census block groups.

2005 CDBG Project	Allocated	Funded during 2005 fiscal year	Status	# benefited	Leverage
Street Maintenance	\$170,000	\$170,000	Completed	6,789 Pekin residents located in Low to Moderate area (LMA) benefit - Census Tracts / Block Groups: 206, 1; 208, 1 & 3; and 209, 1,2,3 & 4	\$573,126; 1:2.4
Emergency Siren	\$35,713	\$63.90	\$35,649.10 Carried Over	n/a	n/a

**2005 CAPER
Public Hearing
July 6, 2006; 5:30pm**

- * B3. The City of Pekin will, as a high priority, inspect 558 residential properties by April 2006 for compliance with environmental, Boca and state building codes

2005 CDBG Project	Allocated	Funded during 2005 fiscal year	Status	# benefited	Leverage
Code Enforcement	\$42,523	\$21,136.21	Completed	Inspection of 558 residential units occupied by low to moderate-income individuals [Low to Moderate area benefit (LMA)]	n/a

- * B4. The City of Pekin will provide Planning and Administrative services, as a high priority, that are necessary for the administration of HUD grants primarily serving low and moderate income persons through April 2006.

2005 CDBG Project	Allocated	Funded during 2005 fiscal year	Status	# benefited	Leverage
General Administration	\$94,611	\$94,611	Completed	n/a	n/a
Administration / Pekin Coalition for Equality	\$5,000	\$885.89	\$4,114.11 Carried Over	n/a	n/a

2004 CDBG Project (carried over to 2005 FY)	Carried Over	Funded during 2005 fiscal year	Status	# benefited
Administration / Pekin Coalition for Equality	\$3,780.55	\$3,780.55	Completed	n/a

**2005 CAPER
Public Hearing
July 6, 2006; 5:30pm**

* B5. The City of Pekin will, as a high priority, provide matching dollars for the 2005 or 2006 Super NOFA application for a Case Manager position to coordinate the transition process of homeless individuals. The short-term objective is to provide matching funding by April 2006.

2005 CDBG Project	Allocated	Funded during 2005 fiscal year	Status	# benefited	Leverage
2006 Amendment – 2005 Case Manager transferred to Owner Occupied Rehabilitation program	\$15,000	See status of Owner Occupied Rehabilitation	Open / carried over	n/a	n/a

**2005 CAPER
Public Hearing
July 6, 2006; 5:30pm**

Reporting on other projects:

2004 CDBG Project (carried over to 2005 FY)	Carried Over	Funded during 2005 fiscal year	Status	# benefited
2004 EDFAP (Dragon's Dome)	\$86,201.99	\$86,201.99	Carried Over for reporting of job creation and retention (September 2006)	Leveraged: CDBG allocation was 50% of total project; ratio 1:1

2002 CDBG Projects (carried over to 2005 FY)	Carried Over	Funded during 2005 fiscal year	Status	# benefited
2002 EDFAP (Excalibur)	Completed reporting requirements; no dollars expended during 2005 fiscal year			7 FTE jobs created and 3 FTE retained; total of 10 FTE jobs Leveraged: CDBG allocation was 60% of total project; ratio 1:0.6

Prior fiscal year CDBG Projects (carried over to 2005 FY)	Carried Over	Funded during 2005 fiscal year	Status	# benefited
2001 ADA Sidewalk	\$50,000	\$50,000	Completed	5,905 Pekin residents located in Low to Moderate area (LMA) benefit - Census Tracts / Block Groups: 210, 1 and 211.01, 1, 3 & 4.
2002 ADA Sidewalk	\$50,000	\$50,000	Completed	
2003 ADA Sidewalk	\$50,000	\$50,000	Completed	
2004 ADA Sidewalk	\$50,000	\$45,224.48	Completed	

**2005 CAPER
Public Hearing
July 6, 2006; 5:30pm**

CDBG Loans:

Type of Loan	# of loans	Principal balance as of 4/30/2006
0%	17	\$115,602.43
3%	4	\$38,321.80
Forgivable loans	24	\$109,953.61
Deferred loans	101	\$1,112,216.59
Default loans	2	\$71,311.61

Dale Thomas / Dick Williams Law Offices
337 Court St., Pekin, Illinois
Façade Grant Request

City Council Meeting
July 10, 2006
5:30 pm

The Design Committee met on June 14, 2006 and unanimously approved (a 5-0 vote in favor of the grant) the façade grant reimbursement of \$8,067.11 for Dale Thomas and Dick Williams Law Office. Here is a review of the request presented to the Design Committee as well as the Design Committee's comments.

1) Proposed work: Exterior painting of brick and stone detail. Old paint will be scraped off (not sandblasted). The brick will be hunter green with gold trim and light tan features.

Vogue Painting & Decorating	\$6,850.00
Tri-County Painting	\$7,200.00
Low Bid:	\$6,850.00 X 1/3 = \$2283.33 grant request

2) Proposed work: Tear down existing aluminum awning and replace with traditional style canvas awning as recommended by the Illinois Historic Preservation Agency.

Peoria Awning Co.	\$4,032.00 Materials
	\$625.00 Tear Down of Existing Awning
	\$1044.00 Letter New Awning
	<u>\$ 193.42</u> tax
	\$5,894.42 total bid
Antonini Brothers	<u>\$5,460.00</u> Construction of new Steel Awning
	\$5,460.00 total bid

The owners prefer a canvas awning similar to the ones used on other buildings in downtown Pekin, and also recommended to them by the architects at the Illinois Historic Preservation Agency. Thus, they will use Peoria Awning.

Bid: **\$5,894.42 X 1/2 = \$2,947.21 grant request**

3) Proposed work: Install six windows on second floor (which are currently boarded up). Windows will have a bronze casement, which will allow for wider openings.

Pekin Glass & Mirror	\$8595.66
Prairie Pella	\$11,966.93
Bid:	\$8595.66 X 1/3 = \$2,865.22 grant request

Total amount eligible for façade grant:	\$2283.33
	\$2,947.21
+	<u>\$2,836.57</u>
	\$8067.11

Design Committee comments: The Design Committee was excited to review a project with such a significant investment into a downtown building. Their only concern was to verify the old paint was scraped and not sandblasted (to protect the old brick). The project was also reviewed by Joe Wuellner, who approved the project and reminded the owners that per city ordinance, the new awning must be seven feet above the sidewalk. Emily reviewed these stipulations with the building owners, who agreed to these stipulations in writing.

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2006 by and between the City of Pekin, an Illinois Municipal Corporation ("City") and Dale and Katey Thomas and Dick and Jane Williams / Law Offices, ("Recipient").

WHEREAS, Recipient is the Owner of the premises with a common address of 337 Court Street, Pekin, Illinois ("Premises"); and

WHEREAS, the City has established the Storefront Rehabilitation Program (the "Program") which provides grants for businesses to rehabilitate their store fronts; and

WHEREAS, Recipient has requested a grant pursuant to the Program.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The City shall provide to Recipient a grant (the "Grant") equal to the lesser of:

- (a) One-third of the cost of the storefront rehabilitation;
- (b) \$8,500.00; or
- (c) One-half the cost of an awning

Said Grant shall be paid upon presentation to the City invoices for the rehabilitation work performed.

2. The Recipient shall use its best efforts to cause its storefront to be rehabilitated in accordance with the plans previously provided to the City.

3. The following events shall require the Recipient to repay a portion of the Grant, the amount of such repayment to be determined as described in Paragraph 4:

- (a) The Recipient's business ceases operations within the boundaries of the City of Pekin's Tax Increment Financing District #1;
- (b) The Recipient's business is converted to a use in which more than fifty (50%) percent of the business' usable floor space is devoted to a non-commercial use; or

(c) The improvements are not properly maintained or repaired, following a thirty (30) day written notice from the City to the Recipient.

4. Upon the occurrence of any of the events described in Paragraph 3, the Recipient shall repay to the City a portion of the Grant according to the following formula:

$$\frac{36 \text{ months} - \text{months elapsed from the date of receipt of Grant funds}}{36 \text{ months}} \times \text{Grant Amount} = \text{Amount to be repaid}$$

5. This Agreement shall be governed by the laws of the State of Illinois. The parties agree that Tazewell County is and will be the appropriate venue for the hearing of any dispute relating to this Agreement.
6. All covenants, agreements, representations and warranties of the parties contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
7. All notices, requests, demands and other communications to be given to any party hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, addressed to the parties at the following address (or at such other address as shall be given in like manner by any Party to the other):

City of Pekin: Community Development Coordinator
 City of Pekin
 111 S Capitol Street
 Pekin, IL 61554

Recipient: Dale and Katy Thomas / Dick and Jane Williams
 337 Court Street
 Pekin, IL 61554

8. The waiver by any party of any breach of this Agreement, whether in a single instance or repeatedly, shall not be construed as a waiver of right under this Agreement.
9. This Agreement supersedes any prior agreements and undertakings among the parties and represents the complete agreement of the parties.

CITY OF PEKIN,
a Municipal Corporation

RECIPIENT

By: _____

By: _____

Its: Community Development Coordinator

By: _____

ORDINANCE NO. 2480-06/07

**AN ORDINANCE REGARDING THE COMPLETION OF
VELDE DRIVE, IN THE PROPOSED MARIGOLD ESTATES PHASE 12
WITHIN THE CITY OF PEKIN, ILLINOIS**

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and function pertaining to its government and its affairs; and

WHEREAS, the City is considering the completion of Velde Drive, in the proposed MARIGOLD ESTATES PHASE 12, (hereinafter referred to as "PHASE 12") as described in the legal description attached hereto and made a part hereof by reference as Exhibit A; and

WHEREAS, the City believes that the proposed development of Velde Drive to extra width will enhance access throughout the City; and

WHEREAS, the City has negotiated a Construction and Cost Sharing Agreement which agreement is attached hereto as Exhibit B and incorporated herein by this reference (the "Agreement"); and

WHEREAS, as part of the Agreement, the City has executed a mortgage on PHASE 12, attached hereto as Exhibit C and incorporated herein by this reference (the "Mortgage"); and

WHEREAS, the City believes it is necessary to construct and complete Velde Drive and to promote the surrounding area of the CITY; and

WHEREAS, the City finds that without the assistance of the City as set forth in the attached Agreement, the Developer would not undertake the Project; and

WHEREAS, the CITY believes that the construction and completion of Velde Drive will aid the development of PHASE 12 and the City of Pekin, and is in the vital and best interests of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state and local laws; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS:

1. That the Construction and Cost Sharing Developer's Agreement by and between the City of Pekin and HEARTLAND CONTRACTORS, INC., a copy of which is attached hereto as Exhibit B and incorporated herein by this reference, is hereby approved by the City of Pekin.

2. The Mayor of the City of Pekin and other city officials and employees are hereby authorized and directed to execute, deliver and perform the Construction and Cost Sharing Developer's Agreement as per Exhibit B.
3. The Mayor of the City of Pekin and the City Clerk are hereby authorized, respectively, for and on behalf of the City of Pekin, to execute and attest such other documents and perform such other acts as may be necessary to carry out the terms of the Construction and Cost Sharing Developer's Agreement.

BE IT FURTHER ORDAINED:

SECTION I. That upon adoption of this Ordinance, the Clerk of the City of Pekin, Illinois, is hereby directed to certify and record a true and correct copy of this Ordinance and Mortgage with the Recorder of Deeds of Tazewell County, Illinois; said Mortgage being attached hereto, marked for identification as Exhibit "C" and specifically made a part hereof by reference thereto.

SECTION II. All Ordinances or portions thereof in conflict with this Ordinance are hereby repealed.

SECTION III. That this Ordinance shall be in full force and effect upon its passage, approval and publication as required by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 10th day of July, 2006; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this 10th day of July, 2006.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A

A part of the Northwest Quarter of Section Twenty-five (25), Township Twenty-five (25) North, Range Five (5) West of the Third Principal Meridian, more particularly described as follows:

6.852 Acre Tract:

Beginning at the Northeast corner of Lot One Hundred Ninety-four (194) of Marigold Estates Phase Eleven (11), a Subdivision of part of the Northwest Quarter of said Section Twenty-five (25), as recorded in Plat Book "BBB", page 138 in the Tazewell County Recorder's Office; Thence North $89^{\circ} 53' 22''$ East, (bearing assumed for purpose of description only), 786.25 feet to the West line of Marigold Estates, Phase Ten (10), a Subdivision of part of the Northwest Quarter of said Section Twenty-five (25), as recorded in Plat Book "BBB", page 137 in the Tazewell County Recorder's Office; Thence South $00^{\circ} 20' 52''$ West, along the West line of said Marigold Estates, Phase Ten (10), 201.89 feet; Thence South $09^{\circ} 16' 40''$ West, along said West line 70.00 feet; Thence South $80^{\circ} 43' 20''$ East, along said West line 17.47 feet; Thence South $00^{\circ} 17' 03''$ East along said West line, 125.78 feet to the North line of Marigold Estates, Phase five (5), a Subdivision of part of the Northwest Quarter of said Section Twenty-five (25), as recorded in Plat Book "NN", Page One Hundred Fifty-Seven (157) in the Tazewell County Recorder's Office; Thence South $89^{\circ} 53' 22''$ West, along said North line and along the North line of Marigold Estates, Phase Six (6), a Subdivision of part of the Northwest Quarter of said Section Twenty-five (25), as recorded in Plat Book "NN", Page One Hundred Fifty-Nine (159) in the Tazewell County Recorder's Office, 340.83 feet to the Northeast corner of Marigold Estates, Phase Eight (8), a Subdivision of part of the Northwest Quarter of said Section Twenty-five (25), as recorded in Plat Book "QQ", page Eighty-five (85) in the Tazewell County Recorder's Office; Thence North $68^{\circ} 51' 36''$ West, along the North line of said Marigold Estates, Phase Eight (8), 96.57 feet; Thence South $89^{\circ} 53' 22''$ West, along said North line, 354.86 feet to the East line of said Marigold Estates, Phase Eleven (11); The following four (4) courses are along said West line; Thence North $00^{\circ} 06' 39''$ East, 144.12 feet; Thence North $06^{\circ} 25' 16''$ East, 70.00 feet; Thence Westerly, on a curve to the right having a radius of 565.00 feet for an arc distance of 13.22 feet, said curve being subtended by a chord having a bearing of North $82^{\circ} 54' 32''$ West and a length of 13.22 feet; Thence North $00^{\circ} 06' 39''$ East, 149.25 feet to the Point of Beginning, said tract containing 6.852 acres, more or less.

ALSO:

2.922 Acre Tract:

Beginning at the Northeast corner of Lot One Hundred Ninety (190) of Marigold Estates, Phase Ten (10), a Subdivision of part of the Northwest Quarter of said Section Twenty-five (25), as recorded in Plat Book "BBB", Page One Hundred Thirty-seven (137) in the Tazewell County Recorder's Office; Thence South $89^{\circ} 39' 08''$ East (bearing assumed for description only), 313.10 feet; Thence South

00° 20' 52" West, 103.73 feet; Thence South 89° 55' 13" East 213.47 feet; Thence South 00° 01' 16" West, along the West Right of Way line of Lick Creek Drive and said line extended, 70.00 feet; Thence North 89° 55' 13" West, 315.61 feet; Thence South 00° 04' 47" West, 284.60 feet to the Northeast corner of Lot One Hundred and Four (104) of Marigold Estates, Phase Five (5), a Subdivision of part of the Northwest Quarter of said Section Twenty-five (25), as recorded in Plat Book "NN", Page One Hundred Fifty-seven (157) in the Tazewell County Recorder's Office; Thence South 89° 42' 57" West, along the boundary of said Marigold Estates, Phase Five (5), 202.93 feet; Thence North 00° 17' 03" West, along said boundary and along the East line of said Marigold Estates, Phase Ten (10), 355.89 feet; Thence South 89° 39' 54" West, along said East line 5.85 feet; Thence North 00° 20' 52" East, along said East line, 105.24 feet to the Point of Beginning said Tract containing 2.922 Acres, more or less.

PIN # 04-04-25-100-020

EXHIBIT B

VELDE DRIVE STREET CONSTRUCTION AND COST SHARING DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT ("Agreement") is entered into as of the ____ day of _____, 2006, by and among the CITY OF PEKIN, Illinois, a municipal corporation, (hereinafter referred to as the "CITY") and HEARTLAND CONTRACTORS, INC. an Illinois Corporation (hereinafter referred to as "DEVELOPER").

RECITALS

WHEREAS, the CITY is considering the completion of Velde Drive, in the proposed MARIGOLD ESTATES PHASE 12, (hereinafter referred to as "PHASE 12") as described in the legal description attached hereto and made a part hereof by reference as "Exhibit A", as prepared by Austin Engineering Co., Inc., DEVELOPER'S engineering; and

WHEREAS, an estimated cost of construction for the completion of Velde Drive is attached hereto and made a part hereof by reference as "Exhibit B"; and

WHEREAS, in order to enhance access throughout the CITY, DEVELOPER proposes to complete Velde Drive in PHASE 12 to Extra Width specifications requested by the CITY; and

WHEREAS, the CITY and DEVELOPER entered into a Construction and Cost Sharing Agreement, described herein; and

WHEREAS, DEVELOPER will complete the construction of Velde Drive in one phase; and

WHEREAS, the CITY believes it is necessary to construct and complete Velde Drive and to promote the surrounding area of the CITY; and

WHEREAS, without the assistance of the CITY as set forth in this Agreement, the DEVELOPER would not undertake the Project; and

WHEREAS, the CITY believes that the construction and completion of Velde Drive will aid the development of PHASE 12 and the CITY of Pekin, and is in the vital and best interests of the CITY and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state and local laws; and

NOW THEREFORE, in consideration of the premises and mutual obligations of the parties hereto, each of them does hereby covenant and agree as follows:

ARTICLE I: CONSTRUCTION OF VELDE DRIVE

1.1 Scope of Velde Drive. The completion of the construction of Velde Drive and the Cost Share Estimate shall be as shown on "Exhibit B" attached hereto and incorporated herein by this reference. The construction shall include street, storm sewer, and curb and gutter, and radius returns for side streets. The Velde Drive construction shall not include any side streets. DEVELOPER, at its sole expense, shall install sanitary sewer and private utilities for the PHASE 12 on or before September 1, 2006.

1.2 Construction Plans. Austin Engineering shall develop construction plans for Velde Drive. The construction schedule for the Velde Drive shall have a final completion date of on or before September 1, 2006. The parties acknowledge and agree that DEVELOPER is obligated to construct Velde Drive pursuant to this Agreement. In the event that cost increases cause the cost of the Velde Drive to exceed said estimate, the CITY and DEVELOPER shall mutually agree on the next course of action. In the further event the CITY and DEVELOPER are unable to reach an agreement, then the CITY shall have the option of abandoning the project, with the CITY being responsible for payment of all construction costs incurred to the point of abandonment. If the CITY abandons the project, the CITY shall leave the property disturbed by the project in a reasonable condition. The CITY shall obtain appropriate lien waivers to ensure that no mechanics liens are recorded against the property as a result of the construction as per this Agreement.

1.3 Method of Payment and Reimbursement:

- A. Total Amount of Payment. The CITY shall pay the DEVELOPER Two Hundred Eighty Seven Thousand Five Hundred Dollars (\$287,500.00).
- B. Method of Payment. The CITY shall pay the DEVELOPER in three equal payments of Ninety Five Thousand Eight Hundred Thirty Three Dollars and Sixty-one Cents (\$95,833.00). The first such payment will be made on August 1, 2006. The second such payment, upon presentation of appropriate invoices, shall be made on August 15, 2006. The final payment shall be made, upon presentation of appropriate invoices and approval by the CITY on completion of Velde Drive, on September 1, 2006.
- C. Amount of Reimbursement. DEVELOPER shall reimburse the CITY One Hundred Ninety Six Thousand Nine Hundred Thirty One Dollars (\$196,931.00) (the "DEVELOPER Reimbursement Amount").
- D. Method of Reimbursement. DEVELOPER intends to develop twenty-two (22) lots which front Velde Drive (the "Velde Drive Lots"). Until the DEVELOPER Reimbursement Amount is paid in full, on the sale of each Velde Drive Lot, DEVELOPER shall pay to the CITY the sum of Eight Thousand Nine Hundred Fifty Two Dollars within three business day of

the closing of such sale. DEVELOPER shall execute and deliver a mortgage on the Velde Drive Lots in favor of the CITY securing DEVELOPER's reimbursement obligations hereunder. The CITY shall release said mortgage as to each lot upon sale of each lot and reimbursement as provided herein.

Notwithstanding the foregoing, DEVELOPER shall pay the DEVELOPER Reimbursement Amount in full on or before September 1, 2008. No interest will be charged to DEVELOPER during said period.

1.4 Plats. Within 30 days of the date of DEVELOPER's execution of this Agreement, DEVELOPER shall submit to the CITY a preliminary plat which includes the Velde Drive Portion. Within 30 days of the CITY'S approval of the preliminary plat, DEVELOPER shall submit to the CITY a final plat. All such plats shall provide for the dedication of Velde Drive to the CITY.

ARTICLE II: CONSTRUCTION PLANS AND REQUIREMENTS

All contracts with the Developer's contractors (the "Contractors") for the construction and completion of Velde Drive shall contain the following provisions, unless waived by the CITY:

2.1 Conformance with Development Plan. All work with respect to construction and completion of Velde Drive by the Developers shall be in conformity with this Agreement.

2.2 Commencement and Completion Requirements. The Contractors shall commence and complete construction of Velde Drive as provided in the construction schedule developed by the CITY.

2.3 Certificate of Completion. Promptly after completion of construction of Velde Drive, and upon request of the Developers and/or the Contractors, the CITY will execute and deliver to the Developer and/or the Contractors a certificate of completion. Said instrument of certification by the CITY shall be (and it shall be so provided in the certification itself) a conclusive determination of satisfaction with respect to the obligations of each Developer and/or the Contractors and their respective successors and assigns that the construction of Velde Drive has been completed in accordance with the provisions of this Agreement.

2.4 Conformance to Federal, State and Local Requirements. All work with respect to the construction and completion of Velde Drive shall conform to the CITY'S zoning code, building code and all applicable federal, state and local laws, regulations and ordinances including, but not limited to, environmental codes, life safety codes and prevailing wage laws.

2.5 Equal Employment Opportunity. The Contractors will abide by the following with respect to the construction of the Public Improvements.

2.5.1 Non-Discrimination. The Contractors will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex or

national origin. The Contractors will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractors agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.

2.5.2 Advertising. The Contractors will, in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

2.6 Insurance.

2.6.1 Liability Insurance Prior to Completion. Prior to commencement of construction of Velde Drive, the Contractors shall each procure and deliver to the CITY, at the Developer's or such contractors' cost and expense, and shall maintain in full force and effect until each and every obligation of Developer and the Contractors contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction, contractors liability insurance, structural work act insurance and workmens compensation insurance, with liability coverage under the comprehensive liability insurance to be not less than One Million Dollars (\$1,000,000) each occurrence and Five Million Dollars (\$5,000,000) total, all such policies to be in such form and issued by such companies as shall be acceptable by CITY to protect CITY and Developer against any liability incidental to the use of or resulting from any accident occurring in or about the Public Improvements or the improvements or the construction and improvement thereof. Each such policy shall name the CITY as a coinsured and shall contain an affirmative statement by the issuer that it will give written notice to the CITY at least thirty (30) days prior to any cancellation or amendment of its policy.

2.6.2 Completion of Construction. Upon issuance of the Certificate of Completion as set forth in Section 2.3 hereof, the insurance obligations set forth in this Section 2.6 shall terminate.

2.7 Lien Waivers. All contracts for construction of Velde Drive shall provide that all contractors and subcontractors shall furnish contractors affidavits in the form provided by state statute and that waiver of liens be required for all payments made.

2.8 Rights of Inspection: Agency. During construction of Velde Drive and PHASE 12, the CITY or its designee shall have the right at any time and from time to time to enter upon the construction site for the purposes of inspection. Such inspection by the CITY of the construction shall not be construed as a representation by the CITY that there has been compliance with the construction plans or that the construction itself will be or is free of faulty materials or workmanship, or a waiver of any right, the CITY or any other party may have against the Developer or any other party for noncompliance with the construction plans or the terms of this Agreement.

2.9 CITY as Third Party Beneficiary. All contracts for construction shall provide that the CITY is an intended third party beneficiary of said contract.

ARTICLE III: REPRESENTATIONS OF THE DEVELOPERS

The Developer, represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

3.1 Organization. DEVELOPER is a corporation duly organized and existing under the laws of the State of Illinois and has been duly qualified to transact business in Illinois.

3.2 Authorization. The Developer has power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement.

3.3 Non-Conflict or Breach. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the Developer is now a party or by which the Developer is bound.

3.4 Pending Lawsuits. There are no lawsuits either pending or threatened that would affect the ability of the Developer to proceed with the construction and development of the Project on the Project Site.

3.5 Conformance with Requirements and Regulations. The Developer represents and warrants that the construction of Velde Drive and PHASE 12 will in all respects conform to and comply with all covenants, conditions, restrictions, zoning ordinances, environmental regulations and land use regulations affecting the construction area.

ARTICLE IV: REPRESENTATIONS OF THE CITY

The CITY represents, warrants and agrees as a basis for the undertakings on its part contained herein that:

4.1 Organization and Authorization. The CITY is a municipal corporation organized and existing under the laws of the State of Illinois, and has the power to enter into and by proper action has been duly authorized to execute, deliver and perform this Agreement.

4.2 Non-Conflict or Breach. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the CITY is now a party or by which the CITY is bound.

4.3 Pending Lawsuits. There are no lawsuits either pending or threatened that would affect the ability of the CITY to perform this Agreement.

ARTICLE V: DEVELOPER INDEMNIFICATION OF CITY

5.1 By DEVELOPER. DEVELOPER agrees to indemnify and save the CITY and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation arising from any breach or default on the part of DEVELOPER in performance of any its obligations under or respect of this Agreement. DEVELOPER agrees to indemnify and save the CITY harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against DEVELOPER, upon receipt of notice in writing from the CITY setting forth the particulars of such claim or action, DEVELOPER shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The CITY shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the CITY. Notwithstanding the foregoing provisions of this paragraph, DEVELOPER shall have no responsibility for the acts or omissions of the CITY.

ARTICLE VI: DEFAULT AND REMEDIES

6.1 Events of Default. The following shall be events of default ("Events of Default") with respect to this Agreement:

(a) If any material representation made by DEVELOPER or CITY in this Agreement, or in any certificate, notice, demand or request made by DEVELOPER or CITY, in writing and delivered to the other party pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or

(b) Breach by DEVELOPER or CITY of any material covenant, warranty or obligation set forth in this Agreement.

6.2 Remedies of Default. In the case of an Event of Default by any party hereto or any successors to the defaulting party, such party or successor shall, upon written notice from another party, take immediate action to cure or remedy such Event of Default within sixty (60) days after receipt of such notice. If, in such case action is not taken, or not diligently pursued, or the Event of Default shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default, including but not limited to, proceedings to compel specific performance by the party in default of its obligations.

In case the CITY or Developer shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the party initiating such proceedings, then and in every such case the Developer and the CITY shall be restored respectively to their several positions

and rights hereunder, and all rights, remedies and powers of the DEVELOPER and the CITY shall continue as though no such proceedings had been taken.

6.3 Other Rights and Remedies of CITY and Developer: Delay in Performance Waiver.

6.3.1 No Waiver by Delay. Any delay by the CITY or the DEVELOPER in instituting or prosecuting any actions or proceedings or otherwise asserting their rights under this Agreement shall not operate to act as a waiver of such rights or to deprive them of or limit such rights in any way (it being the intent of this provision that the CITY or DEVELOPER should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made by the CITY or DEVELOPER with respect to any specific Event of Default by the DEVELOPER or CITY under this Agreement be considered or treated as a waiver of the rights of the CITY or DEVELOPER under this Section or with respect to any Event of Default under any section in this Agreement or with respect to the particular Event of Default, except to the extent specifically waived in writing by the CITY or DEVELOPER.

6.3.2 Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same Event of Default by the other party. No waiver made by any such party with respect to the performance, nor the manner of time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of another party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of another party.

6.3.3 Delay in Performance. For the purposes of any of the provisions of this Agreement, neither the CITY, nor the DEVELOPERS, as the case may be, nor any successor in interest, shall be considered in breach of, or in default of, its obligations with respect to the preparation of the Project Site for Development, or the beginning and completion of construction of the Public Improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purposes and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the CITY or DEVELOPER with respect to the acquisition or construction of the Public Improvements shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section, shall within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof

in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed to in writing by the parties hereto.

ARTICLE VII: EQUAL EMPLOYMENT OPPORTUNITY

The DEVELOPER, for itself and its successors and assigns, agrees that in connection with the Public Improvements provided for in this Agreement that the following will apply:

7.1 Non-Discrimination. The DEVELOPER will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, or national origin. The DEVELOPER will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or natural origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The DEVELOPER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.

7.2 Advertising. The DEVELOPER will, in all solicitations or advertisements for employees placed by or on behalf of the DEVELOPER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

ARTICLE VIII: MISCELLANEOUS

8.1 Authorized Representatives.

8.1.1 DEVELOPER. By complying with the notice provisions hereof, the DEVELOPER shall designate an authorized representative from time to time, who, unless applicable law requires action by the Board of Directors of the DEVELOPER, shall have the power and authority to make or grant or do all things, requests, demands, approvals, consents and other actions required or described in this Agreement for and on behalf of the DEVELOPER.

8.1.2 CITY. By complying with the notice provisions hereof, the CITY shall designate an authorized representative from time to time, who shall communicate with the DEVELOPER on behalf of the CITY. Such representative shall not have the authority to make additional agreements on behalf of the CITY.

8.2 Entire Agreement. The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the CITY and DEVELOPER.

8.3 Binding Upon Successors in Interest. This Agreement shall be binding upon all the parties hereto and their respective heirs, successors, administrators, assigns or other successors in interest.

8.4 Titles of Paragraphs. Titles of the several parts, paragraphs, sections or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any provision hereof.

8.5 Notices. Notices of demands hereunder shall be in writing and shall be served (a) by personal delivery; or (b) by certified mail, return receipt requested to the CITY Clerk, CITY Hall, 111 South Capitol Street, Pekin, Illinois 61554, or to DEVELOPER at 13963 N. 1000 East Road, Bloomington IL 61704, or to the last known address of either party or to the address provided by any assignee if such address has been given in writing. In the event said notice is mailed, the date of service of such notice shall be deemed to be two (2) business days after the date of delivery of said notice to the United States Post Office.

8.6 Severability. If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby.

8.7 Memorandum of Agreement. At the option of the DEVELOPER, the parties shall execute and record the Memorandum of Agreement in a form mutually acceptable to the CITY and DEVELOPER.

8.8 Further Assistance and Corrective Instruments. The CITY and the DEVELOPER agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required by the parties hereto, for carrying out the intention of or facilitating the performance of this Agreement.

8.9 Excuse of Performance. In the event that the DEVELOPER shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of any occurrence beyond the control of the CITY, including without limitation, strikes, lockouts, labor troubles, inability to procure materials, adverse weather conditions, fires, floods, epidemics, embargoes, failure of power or other utility, restrictive governmental laws or regulations, zoning issues, riots, civil disturbances, picketing, demonstrations, insurrection, war, acts of God, acts or refusals to act of federal, state, or local governments, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The DEVELOPER shall give written notice to the CITY of any such delay as soon as reasonably possible after the DEVELOPER becomes aware of such delay.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their respective seals to be affixed and attested thereto as of the date first above written.

CITY OF PEKIN, an Illinois
Municipal Corporation

HEARTLAND CONTRACTORS, INC., an Illinois
Corporation

By: _____
Its:

By: _____
Its: President

ATTEST:

City Clerk

EXHIBIT A

A part of the Northwest Quarter of Section Twenty-five (25), Township Twenty-five (25) North, Range Five (5) West of the Third Principal Meridian, more particularly described as follows:

6.852 Acre Tract:

Beginning at the Northeast corner of Lot One Hundred Ninety-four (194) of Marigold Estates Phase Eleven (11), a Subdivision of part of the Northwest Quarter of said Section Twenty-five (25), as recorded in Plat Book "BBB", page 138 in the Tazewell County Recorder's Office; Thence North $89^{\circ} 53' 22''$ East, (bearing assumed for purpose of description only), 786.25 feet to the West line of Marigold Estates, Phase Ten (10), a Subdivision of part of the Northwest Quarter of said Section Twenty-five (25), as recorded in Plat Book "BBB", page 137 in the Tazewell County Recorder's Office; Thence South $00^{\circ} 20' 52''$ West, along the West line of said Marigold Estates, Phase Ten (10), 201.89 feet; Thence South $09^{\circ} 16' 40''$ West, along said West line 70.00 feet; Thence South $80^{\circ} 43' 20''$ East, along said West line 17.47 feet; Thence South $00^{\circ} 17' 03''$ East along said West line, 125.78 feet to the North line of Marigold Estates, Phase five (5), a Subdivision of part of the Northwest Quarter of said Section Twenty-five (25), as recorded in Plat Book "NN", Page One Hundred Fifty-Seven (157) in the Tazewell County Recorder's Office; Thence South $89^{\circ} 53' 22''$ West, along said North line and along the North line of Marigold Estates, Phase Six (6), a Subdivision of part of the Northwest Quarter of said Section Twenty-five (25), as recorded in Plat Book "NN", Page One Hundred Fifty-Nine (159) in the Tazewell County Recorder's Office, 340.83 feet to the Northeast corner of Marigold Estates, Phase Eight (8), a Subdivision of part of the Northwest Quarter of said Section Twenty-five (25), as recorded in Plat Book "QQ", page Eighty-five (85) in the Tazewell County Recorder's Office; Thence North $68^{\circ} 51' 36''$ West, along the North line of said Marigold Estates, Phase Eight (8), 96.57 feet; Thence South $89^{\circ} 53' 22''$ West, along said North line, 354.86 feet to the East line of said Marigold Estates, Phase Eleven (11); The following four (4) courses are along said West line; Thence North $00^{\circ} 06' 39''$ East, 144.12 feet; Thence North $06^{\circ} 25' 16''$ East, 70.00 feet; Thence Westerly, on a curve to the right having a radius of 565.00 feet for an arc distance of 13.22 feet, said curve being subtended by a chord having a bearing of North $82^{\circ} 54' 32''$ West and a length of 13.22 feet; Thence North $00^{\circ} 06' 39''$ East, 149.25 feet to the Point of Beginning, said tract containing 6.852 acres, more or less.

ALSO:

2.922 Acre Tract:

Beginning at the Northeast corner of Lot One Hundred Ninety (190) of Marigold Estates, Phase Ten (10), a Subdivision of part of the Northwest Quarter of said Section Twenty-five (25), as recorded in Plat Book "BBB", Page One Hundred Thirty-seven (137) in the Tazewell County Recorder's Office; Thence South $89^{\circ} 39' 08''$ East (bearing assumed for description only), 313.10 feet; Thence South

00° 20' 52" West, 103.73 feet; Thence South 89° 55' 13" East 213.47 feet; Thence South 00° 01' 16" West, along the West Right of Way line of Lick Creek Drive and said line extended, 70.00 feet; Thence North 89° 55' 13" West, 315.61 feet; Thence South 00° 04' 47" West, 284.60 feet to the Northeast corner of Lot One Hundred and Four (104) of Marigold Estates, Phase Five (5), a Subdivision of part of the Northwest Quarter of said Section Twenty-five (25), as recorded in Plat Book "NN", Page One Hundred Fifty-seven (157) in the Tazewell County Recorder's Office; Thence South 89° 42' 57" West, along the boundary of said Marigold Estates, Phase Five (5), 202.93 feet; Thence North 00° 17' 03" West, along said boundary and along the East line of said Marigold Estates, Phase Ten (10), 355.89 feet; Thence South 89° 39' 54" West, along said East line 5.85 feet; Thence North 00° 20' 52" East, along said East line, 105.24 feet to the Point of Beginning said Tract containing 2.922 Acres, more or less.

PIN # 04-04-25-100-020

EXHIBIT B FOR AGREEMENT

Velde Drive Completion

City of Pekin
As-Bid Numbers

January 18, 2006

ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL	Pekin	Heartland
Earth Excavation	2622	CY	\$3.75	\$9,832.50	\$9,832.50	
Sub-base Repair (Estimated)	635	CY	\$10.00	\$6,350.00	\$6,350.00	
Aggregate Base Course, Type B, 8"	640	SY	\$7.50	\$4,800.00	\$4,800.00	
Bituminous Materials (Prime Coat)	640	SY	\$0.48	\$307.20	\$307.20	
Bituminous Materials (Tack Coat)	640	SY	\$0.30	\$192.00	\$192.00	
Bituminous Concrete Surface Course						
Superpave, Mixture D, N50, 1 1/2"	640	SY	\$4.83	\$3,091.20	\$3,091.20	
Bituminous Concrete Binder Course						
Superpave, N50, 1 1/2"	640	SY	\$4.75	\$3,040.00	\$3,040.00	
Comb. Conc. Curb & Gutter, Ty. M-6.12	2774	LF	\$11.75	\$32,594.50	\$32,594.50	
Precast Conc. Reinf. Flared End Section, 12"	1	EA	\$425.00	\$425.00	\$425.00	
Storm Sewers, RCCP, Class 3, 12"	249	LF	\$27.50	\$6,847.50	\$6,847.50	
Storm Sewers, RCCP, Class 3, 18"	165	LF	\$32.00	\$5,280.00	\$5,280.00	
Storm Sewers, RCCP, Class 3, 24"	310	LF	\$39.50	\$12,245.00	\$12,245.00	
Trench Backfill, Storm Sewers	776	LF	\$7.00	\$5,432.00	\$5,432.00	
Storm Sewer Inlet, Type G-1	5	EA	\$1,450.00	\$7,250.00	\$7,250.00	
Inlet Manhole, 4' Dia., Type G-1	3	EA	\$1,800.00	\$5,400.00	\$5,400.00	
Inlet Manhole, 5' Dia., Type G-1	1	EA	\$2,600.00	\$2,600.00	\$2,600.00	
Sanitary Sewers, PVC, SDR 26, 6" Service (Estimated)	312	LF	\$26.00	\$8,112.00		\$8,112.00
Sanitary Sewers, PVC, SDR 26, 8"	348	LF	\$27.00	\$9,396.00		\$9,396.00
Trench Backfill, (Sanitary Sewers), Method A, Earth 90%	40	LF	\$3.50	\$140.00		\$140.00
Trench Backfill, (Sanitary Sewers), Method B, Granular 95%	620	LF	\$7.00	\$4,340.00		\$4,340.00
Sanitary Manhole, 4' Dia. Type B	1	EA	\$2,100.00	\$2,100.00		\$2,100.00
Sanitary PVC Tees & Caps, 8"x6"	8	EA	\$120.00	\$960.00		\$960.00
Sump Drain Lines, PVC 1120, SDR 26, 6" (ASTM D2241)	1740	LF		\$0.00	Developer Choice to Delete	
Sump Drain Lines, PVC 1120, SDR 26, 2" (ASTM D2241)	75	LF		\$0.00	Developer Choice to Delete	
Sump Drain Line Manhole, 2' Dia. (Closed Lid)	15	EA		\$0.00	Developer Choice to Delete	
Sump Drain Line Cat, PVC 1120 (2"	15	EA		\$0.00	Developer Choice to Delete	
Water Mains, D.I., Press. Cl. 350, 8"	262	LF	\$29.50	\$7,729.00		\$7,729.00
Water Mains, D.I., Press. Cl. 350, 12"	765	LF	\$32.90	\$25,168.50		\$25,168.50
Trench Backfill, (Water Mains)	135	LF	\$7.50	\$1,012.50		\$1,012.50
Tapping Sleeve & Valve, 12"x8"	3	EA	\$2,750.00	\$8,250.00		\$8,250.00
Push-On Gate Valve, 6"	2	EA	\$642.00	\$1,284.00		\$1,284.00
Push-On Tee, 8"x6"	1	EA	\$537.00	\$537.00		\$537.00
Push-On Tee, 12"x6"	1	EA	\$737.00	\$737.00		\$737.00
Push-On 90 degree Elbow, 6"	2	EA	\$357.00	\$714.00		\$714.00
MJ Plug, 8"	2	EA	\$200.00	\$400.00		\$400.00
Mueller 3-Way Hydrant, 6" (IAWC Standard)	2	EA	\$1,600.00	\$3,200.00		\$3,200.00
2" Blowoff, (IAWC Standard)	1	EA	\$700.00	\$700.00		\$700.00
Permanent Seeding, Fertilizing, and Mulching	2.2	Ac	\$1,400.00	\$3,080.00		\$3,080.00
Temporary Seeding	1	L.Sum	\$1,200.00	\$1,200.00		\$1,200.00
Silt Fence	245	LF	\$6.50	\$1,592.50		\$1,592.50
Inlet Protection, Typ. (Pre-Pavement)	9	EA	\$250.00	\$2,250.00		\$2,250.00
Silt Sack, Inlet Protection (Post-Pavement)	10	EA	\$450.00	\$4,500.00		\$4,500.00
Stone RipRap, Class A3	25	SY	\$34.00	\$850.00		\$850.00
Traffic Control & Protection	1	L.Sum	\$100.00	\$100.00		\$100.00
Furnish & Install Street Name & Sign Unit	1	EA	\$450.00	\$450.00		\$450.00
Furnish & Install Stop Sign, Ty HI-RI-I, W/Telescoping Post	1	EA	\$450.00	\$450.00		\$450.00
Re-Grading After Utility Installation	2774	LF	\$0.90	\$2,496.60		\$2,496.60
Utility Conduits, PVC, Sch. 40, 4"	100	LF	\$8.00	\$800.00	\$800.00	
Furnished & Installed (Estimated)						
Street Light Unit Complete	2	EA	\$3,800.00	\$7,600.00	\$7,600.00	
SUB-TOTALS				\$205,836.00	\$114,086.90	\$91,749.10
Sewer Extension Items not Previously Installed						
Sanitary Sewers, PVC, SDR 26, 6" Service (Estimated)	843	LF	\$24.00	\$20,232.00		\$20,232.00
Sanitary Sewers, PVC, SDR 26, 8" (8'-12')	125	LF	\$26.00	\$3,250.00		\$3,250.00
Sanitary Sewers, PVC, SDR 26, 8" (12'-16')	462		\$37.50	\$17,325.00		\$17,325.00
Sanitary Sewers, PVC, SDR 26, 10" (8'-12')	10		\$42.50	\$425.00		\$425.00
Trench Backfill, (Sanitary Sewers), Method B, Granular 95%	1297	LF	\$8.25	\$10,700.25		\$10,700.25
Sanitary Manhole, 4' Dia. Type B (8'-12')	1	EA	\$2,100.00	\$2,100.00		\$2,100.00
Sanitary Manhole, 4' Dia. Type B (12'-16')	2		\$2,400.00	\$4,800.00		\$4,800.00
Stub out @ MH 7-8-9	195	LF	\$37.50	\$7,312.50		\$7,312.50
TOTALS				\$271,980.75	\$114,086.90	\$157,893.85

Total Estimated cost amount to City of Pekin to complete Velde Drive in 2005	\$287,500.83
Total Estimated cost amount for Heartland Contractors to complete Velde Drive in 2005	\$157,893.85
Portion of City of Pekin's cost to complete Velde Drive to be repaid by Heartland Contractors on a per lot basis	\$196,931.25
Actual Cost to City of Pekin for Velde Drive Completion after repayment from Heartland Contractors	\$90,569.58
Number of Proposed Lots Fronting Velde Drive	22
Per Lot Cost Reimbursement Estimate to City of Pekin	\$8,951.42

EXHIBIT C

This document was prepared by:
Elliff, Keyser, Oberle & Dancey, P.C.
109 S. Fourth Street
Pekin, IL 61554

When recorded, please return to:
Elliff, Keyser, Oberle & Dancey, P.C.
109 S. Fourth Street
Pekin, IL 61554

Send Tax Notices To:
Heartland Contractors Inc.
13963 N 1000 East Rd
Bloomington, IL 61704

____ State of Illinois _____ Space Above This Line For Recording Data

REAL ESTATE MORTGAGE

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is JULY __, 2006 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR:	Heartland Contractors, Inc., an Illinois Corporation 13963 N 1000 East Rd Bloomington IL 61704
LENDER :	City of Pekin, an Illinois Municipal Corporation 111 South Capitol Pekin IL 61554

2. **GRANT OF MORTGAGE.** For good and valuable consideration, Mortgagor mortgages, warrants, and conveys to Lender all of Mortgagor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Property") located in Tazewell County, State of Illinois, without limitation grants, bargains, sells, conveys, mortgages and warrants to Lender the following described property:

That property described in Exhibit A attached hereto and incorporated herein by this reference.

The Property or its address is commonly known as 6.852 acre tract and 2.922 acre tract of Marigold Subdivision, Pekin, IL.

Mortgagor presently assigns to Lender all of Mortgagor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Mortgagor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

3. **SECURED DEBT.** The term "Secured Debt" is defined as follows:
- A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions That certain promissory note executed by Mortgagor of even date herewith, described in Exhibit B attached hereto and incorporated herein by this reference in the principal sum

of \$196,931.00, payable in accordance with the terms and conditions set forth therein, with interest at ■■■ per annum, and maturing on September 1, 2008.

- B. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

- 4. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- 5. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
 - A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
 - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
- 6. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
- 7. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
- 8. **TRANSFER OF AN INTEREST IN THE MORTGAGOR.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:
 - A. There is a change in either the identity or number of members of a partnership or similar entity.
 - B. There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

- 9. **ENTITY WARRANTIES AND REPRESENTATIONS.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to lender the following warranties and representations which shall continue as long as the Secured Debt remains outstanding:
 - A. Mortgagor is duly organized and validly existing in Mortgagor's state of incorporation or

organization. Mortgagor is in good standing in all states in which Mortgagor transacts business. Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates.

- B. The execution, delivery and performance of this Security Instrument by Mortgagor and the obligations evidenced by the Secured Debt are within the power of Mortgagor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
- C. Other than previously disclosed in writing to Lender, Mortgagor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor shall not partition or subdivide the Property without the Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

11. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

12. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor grants, bargains, sells, conveys and warrants to Lender as additional security all the right, title and interest in and to any and all:

- A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases").
- B. Rents, issues and profits (all referred to as "Rents"), including but not limited to security deposits, minimum rent, percentage rent, additional rent, common area maintenance

charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property.

In the event any item listed as Leases or Rents is determined to be personal property, this Security Instrument will also be regarded as a security agreement.

Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Except for one lease period's rent, Mortgagor will not collect in advance any future Rents without Lender's prior written consent. Upon default, Mortgagor will receive Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. Amounts collected shall be applied at Lender's discretion to payments on the Secured Debt as therein provided, to costs of managing, protecting and preserving the Property and to any other necessary related expenses including Lender's attorneys' fees and court costs.

Mortgagor agrees that this assignment is immediately effective after default between the parties to this Security Instrument and effective as to third parties on the recording of this Security Instrument, and this assignment will remain effective during any period of redemption by the Mortgagor until the Secured Debt is satisfied. Mortgagor agrees that Lender is entitled to notify Mortgagor or Mortgagor's tenants to make payments of Rents due or to become due directly to Lender after such recording. However, Lender agrees not to notify Mortgagor's tenants until Mortgagor defaults and Lender notifies Mortgagor of the default and demands that Mortgagor and Mortgagor's tenants pay all Rents due or to become due directly to Lender. On receiving the notice of default, Mortgagor will endorse and deliver to Lender any payments of Rents. If Mortgagor becomes subject to a voluntary or involuntary bankruptcy, Mortgagor agrees that Lender is entitled to receive relief from the automatic stay in bankruptcy for the purpose of making this assignment effective and enforceable under state and federal law.

Mortgagor warrants that no default exists under the Leases or any applicable landlord law. Mortgagor also agrees to maintain, and to require the tenants to comply with, the Leases and any applicable law. Mortgagor will promptly notify Lender of any noncompliance. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Mortgagor will obtain Lender's written authorization before Mortgagor consents to sublet, modify, cancel, or otherwise alter the Leases, to accept the surrender of the Property covered by such Leases (unless the Leases so require), or to assign, compromise or encumber the Leases or any future Rents. If Lender acts to manage, protect and preserve the Property, Lender does not assume or become liable for its maintenance, depreciation, or other losses or damages, except those due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will hold Lender harmless and indemnify for any and all liability, loss or damage that Lender may incur as a consequence of the assignment under this section.

13. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
14. **DEFAULT.** Mortgagor will be in default if any of the following occur:
 - A. Any party obligated on the Secured Debt fails to make payment when due;
 - B. A breach of any term or covenant in this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt;
 - C. The making or franchising of any verbal or written representation, statement or warranty to Lender

that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;

- D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any other person or entity obligated on the Secured Debt;
- E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
- F. A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
- G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

15. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. Upon default, Lender shall have the right, without declaring the whole indebtedness due and payable, to foreclose against all or part of the Property and shall have the right to possession provided by law. This Security Instrument shall continue as a lien on any part of the Property not sold on foreclosure.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

16. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION FEES.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Lender agrees to pay for any recordation costs of such release.

17. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means all federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law and Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- F. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.
- G. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
- H. Lender may perform any of Mortgagor's obligations under this section at Mortgagor's expense.
- I. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to

any of Lender's rights under this Security Instrument.

- J. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.
18. **CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
19. **INSURANCE.** Mortgagor agrees to maintain insurance as follows:
- A. Mortgagor shall keep the Property insured against loss of fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at the Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.
- All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.
- Unless otherwise agreed in writing, all insurance proceeds shall be applied to restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.
- B. Mortgagor agrees to maintain comprehensive general liabilities insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.
- C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.
20. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

21. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
22. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
23. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
24. **WAIVERS.** Except to the extent prohibited by law, Mortgagor hereby releases any and all waives and all rights and remedies Mortgagor may now have or acquire in the future relating to the right of homestead exemption, redemption, reinstatement, appraisalment, the marshaling of liens and assets and all other exemptions as to the Property.
25. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$196,931.00. This limitation of amount does not include interest, attorney fees, and other fees and charges validly made pursuant to this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
26. **U.C.C. PROVISIONS.** If checked, the following applicable to, but do not limit, this Security Instrument:
- ~ **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
 - ~ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.
 - ~ **Crops; Timber; Minerals; Rents; Issues, and Profits.** Mortgagor grants to Lender a security interest in all crops, timber and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").
 - ~ **Personal Property.** Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property, including all farm products, inventory, equipment,

accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property (all of which shall also be included in the term "Property"). The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.

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Filing As Financing Statement. Mortgagor agrees and acknowledges that this Security Instrument also suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.

Mortgagor:

HEARTLAND CONTRACTORS INC

By: _____
Michael S. Hadden, President of Heartland Contractors Inc

ACKNOWLEDGMENT:

STATE OF _____)
) s.s.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County and State aforesaid, Do Hereby Certify That Michael S. Hadden, personally known to me to be the President of Heartland Contractors Inc. and personally know 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 he signed, sealed and delivered said instrument as the free and voluntary act of the corporation and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 2006.

Notary Public

EXHIBIT A

A part of the Northwest Quarter of Section Twenty-five (25), Township Twenty-five (25) North, Range Five (5) West of the Third Principal Meridian, more particularly described as follows:

6.852 Acre Tract:

Beginning at the Northeast corner of Lot One Hundred Ninety-four (194) of Marigold Estates Phase Eleven (11), a Subdivision of part of the Northwest Quarter of said Section Twenty-five (25), as recorded in Plat Book "BBB", page 138 in the Tazewell County Recorder's Office; Thence North $89^{\circ} 53' 22''$ East, (bearing assumed for purpose of description only), 786.25 feet to the West line of Marigold Estates, Phase Ten (10), a Subdivision of part of the Northwest Quarter of said Section Twenty-five (25), as recorded in Plat Book "BBB", page 137 in the Tazewell County Recorder's Office; Thence South $00^{\circ} 20' 52''$ West, along the West line of said Marigold Estates, Phase Ten (10), 201.89 feet; Thence South $09^{\circ} 16' 40''$ West, along said West line 70.00 feet; Thence South $80^{\circ} 43' 20''$ East, along said West line 17.47 feet; Thence South $00^{\circ} 17' 03''$ East along said West line, 125.78 feet to the North line of Marigold Estates, Phase five (5), a Subdivision of part of the Northwest Quarter of said Section Twenty-five (25), as recorded in Plat Book "NN", Page One Hundred Fifty-Seven (157) in the Tazewell County Recorder's Office; Thence South $89^{\circ} 53' 22''$ West, along said North line and along the North line of Marigold Estates, Phase Six (6), a Subdivision of part of the Northwest Quarter of said Section Twenty-five (25), as recorded in Plat Book "NN", Page One Hundred Fifty-Nine (159) in the Tazewell County Recorder's Office, 340.83 feet to the Northeast corner of Marigold Estates, Phase Eight (8), a Subdivision of part of the Northwest Quarter of said Section Twenty-five (25), as recorded in Plat Book "QQ", page Eighty-five (85) in the Tazewell County Recorder's Office; Thence North $68^{\circ} 51' 36''$ West, along the North line of said Marigold Estates, Phase Eight (8), 96.57 feet; Thence South $89^{\circ} 53' 22''$ West, along said North line, 354.86 feet to the East line of said Marigold Estates, Phase Eleven (11); The following four (4) courses are along said West line; Thence North $00^{\circ} 06' 39''$ East, 144.12 feet; Thence North $06^{\circ} 25' 16''$ East, 70.00 feet; Thence Westerly, on a curve to the right having a radius of 565.00 feet for an arc distance of 13.22 feet, said curve being subtended by a chord having a bearing of North $82^{\circ} 54' 32''$ West and a length of 13.22 feet; Thence North $00^{\circ} 06' 39''$ East, 149.25 feet to the Point of Beginning, said tract containing 6.852 acres, more or less.

ALSO:

2.922 Acre Tract:

Beginning at the Northeast corner of Lot One Hundred Ninety (190) of Marigold Estates, Phase Ten (10), a Subdivision of part of the Northwest Quarter of said Section Twenty-five (25), as recorded in Plat Book "BBB", Page One Hundred Thirty-seven (137) in the Tazewell County Recorder's Office; Thence South $89^{\circ} 39' 08''$ East (bearing assumed for description only), 313.10 feet; Thence South $00^{\circ} 20' 52''$ West, 103.73 feet; Thence South $89^{\circ} 55' 13''$ East 213.47 feet;

Thence South 00° 01' 16" West, along the West Right of Way line of Lick Creek Drive and said line extended, 70.00 feet; Thence North 89° 55' 13" West, 315.61 feet; Thence South 00° 04' 47" West, 284.60 feet to the Northeast corner of Lot One Hundred and Four (104) of Marigold Estates, Phase Five (5), a Subdivision of part of the Northwest Quarter of said Section Twenty-five (25), as recorded in Plat Book "NN", Page One Hundred Fifty-seven (157) in the Tazewell County Recorder's Office; Thence South 89° 42' 57" West, along the boundary of said Marigold Estates, Phase Five (5), 202.93 feet; Thence North 00° 17' 03" West, along said boundary and along the East line of said Marigold Estates, Phase Ten (10), 355.89 feet; Thence South 89° 39' 54" West, along said East line 5.85 feet; Thence North 00° 20' 52" East, along said East line, 105.24 feet to the Point of Beginning said Tract containing 2.922 Acres, more or less.

PIN # 04-04-25-100-020

EXHIBIT B

PROMISSORY NOTE

\$196,931.00

July 10, 2006

FOR VALUE RECEIVED, the undersigned ("Maker") promises to pay to the order of the City of Pekin, 111 South Capitol Street, Pekin IL 61554. or at such other place or places as the holder of this Note may from time to time designate, the principal sum of ONE HUNDRED NINETY SIX THOUSAND NINE HUNDRED THIRTY ONE and no/100 DOLLARS, payable in full on or before September 1, 2008. Until such amount is paid in full, Maker shall pay to the City of Pekin the sum of EIGHT THOUSAND NINE HUNDRED FIFTY TWO DOLLARS within three business days of the closing of sale of each and every lot described in the legal description attached hereto and made a part hereof by reference as "Exhibit A". No interest shall be charged during said period.

The Maker reserves the right to accelerate the payment of principal by paying any amount at any time hereafter.

Upon any default in any payment to be made herein, the entire balance then due may, at the option of the holder hereof, become immediately due and payable without notice, and on any such default, the principal then remaining unpaid with accrued interest shall bear interest at the rate of 7% per annum while such default exists.

To further secure the payment of this Note, the undersigned hereby irrevocably authorizes any attorney of any court of record to appear for it, in such court in term time or vacation, at any time hereafter and confess a judgment without process against it, in favor of the holder of this Note for such sum as may appear to be unpaid and owing thereon together with interest, costs and attorneys' fees, and to waive and release all errors which may intervene in such proceeding and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

No extension of the time of payment with or without Maker's knowledge, by receipt of interest or otherwise, shall release the undersigned from the obligation of payment. The undersigned expressly waives protest, presentment for payment and notice of dishonor, and agrees to pay a reasonable attorneys' fee if this Note is placed in the hands of an attorney for collection.

HEARTLAND CONTRACTORS, INC., an
Illinois Corporation,

By

Its: President

ATTEST:

Its:

EXHIBIT A

A part of the Northwest Quarter of Section Twenty-five (25), Township Twenty-five (25) North, Range Five (5) West of the Third Principal Meridian, more particularly described as follows:

6.852 Acre Tract:

Beginning at the Northeast corner of Lot One Hundred Ninety-four (194) of Marigold Estates Phase Eleven (11), a Subdivision of part of the Northwest Quarter of said Section Twenty-five (25), as recorded in Plat Book "BBB", page 138 in the Tazewell County Recorder's Office; Thence North $89^{\circ} 53' 22''$ East, (bearing assumed for purpose of description only), 786.25 feet to the West line of Marigold Estates, Phase Ten (10), a Subdivision of part of the Northwest Quarter of said Section Twenty-five (25), as recorded in Plat Book "BBB", page 137 in the Tazewell County Recorder's Office; Thence South $00^{\circ} 20' 52''$ West, along the West line of said Marigold Estates, Phase Ten (10), 201.89 feet; Thence South $09^{\circ} 16' 40''$ West, along said West line 70.00 feet; Thence South $80^{\circ} 43' 20''$ East, along said West line 17.47 feet; Thence South $00^{\circ} 17' 03''$ East along said West line, 125.78 feet to the North line of Marigold Estates, Phase five (5), a Subdivision of part of the Northwest Quarter of said Section Twenty-five (25), as recorded in Plat Book "NN", Page One Hundred Fifty-Seven (157) in the Tazewell County Recorder's Office; Thence South $89^{\circ} 53' 22''$ West, along said North line and along the North line of Marigold Estates, Phase Six (6), a Subdivision of part of the Northwest Quarter of said Section Twenty-five (25), as recorded in Plat Book "NN", Page One Hundred Fifty-Nine (159) in the Tazewell County Recorder's Office, 340.83 feet to the Northeast corner of Marigold Estates, Phase Eight (8), a Subdivision of part of the Northwest Quarter of said Section Twenty-five (25), as recorded in Plat Book "QQ", page Eighty-five (85) in the Tazewell County Recorder's Office; Thence North $68^{\circ} 51' 36''$ West, along the North line of said Marigold Estates, Phase Eight (8), 96.57 feet; Thence South $89^{\circ} 53' 22''$ West, along said North line, 354.86 feet to the East line of said Marigold Estates, Phase Eleven (11); The following four (4) courses are along said West line; Thence North $00^{\circ} 06' 39''$ East, 144.12 feet; Thence North $06^{\circ} 25' 16''$ East, 70.00 feet; Thence Westerly, on a curve to the right having a radius of 565.00 feet for an arc distance of 13.22 feet, said curve being subtended by a chord having a bearing of North $82^{\circ} 54' 32''$ West and a length of 13.22 feet; Thence North $00^{\circ} 06' 39''$ East, 149.25 feet to the Point of Beginning, said tract containing 6.852 acres, more or less.

ALSO:

2.922 Acre Tract:

Beginning at the Northeast corner of Lot One Hundred Ninety (190) of Marigold Estates, Phase Ten (10), a Subdivision of part of the Northwest Quarter of said Section Twenty-five (25), as recorded in Plat Book "BBB", Page One Hundred Thirty-seven (137) in the Tazewell County Recorder's Office; Thence South $89^{\circ} 39' 08''$ East (bearing assumed for description only), 313.10

feet; Thence South 00° 20' 52" West, 103.73 feet; Thence South 89° 55' 13" East 213.47 feet; Thence South 00° 01' 16" West, along the West Right of Way line of Lick Creek Drive and said line extended, 70.00 feet; Thence North 89° 55' 13" West, 315.61 feet; Thence South 00° 04' 47" West, 284.60 feet to the Northeast corner of Lot One Hundred and Four (104) of Marigold Estates, Phase Five (5), a Subdivision of part of the Northwest Quarter of said Section Twenty-five (25), as recorded in Plat Book "NN", Page One Hundred Fifty-seven (157) in the Tazewell County Recorder's Office; Thence South 89° 42' 57" West, along the boundary of said Marigold Estates, Phase Five (5), 202.93 feet; Thence North 00° 17' 03" West, along said boundary and along the East line of said Marigold Estates, Phase Ten (10), 355.89 feet; Thence South 89° 39' 54" West, along said East line 5.85 feet; Thence North 00° 20' 52" East, along said East line, 105.24 feet to the Point of Beginning said Tract containing 2.922 Acres, more or less.

PIN # 04-04-25-100-020



City of Pekin

June 16, 2006

Pekin Community High School District 303
Attn: Larry Carr
1903 Court Street
Pekin, IL 61554

Dear Mr. Carr:

Enclosed is a request for providing school bus transportation to School District 303 for the up-coming year of 2006-2007. I have this on the Pekin City Council Agenda for July 10, 2006. It must be approved by council prior to contract being in effect.

Please contact my office if anything further is needed. Enclosed are two copies of the agreement, please sign and return one copy to me prior to the start of the driving season:

Sincerely,

A handwritten signature in black ink, reading "Gregory J. Ranney".

Gregory J. Ranney
Director of Public Property
City of Pekin

June 7, 2006

Pekin Community High School District 33
Attn: Larry Carr
1903 Court Street
Pekin, IL 61554

Dear Mr. Carr:

The City of Pekin would like to request an additional one-year extension to the Pekin Community High School District 303 contract. It appears this is allowable under the existing contract. Based on the C.P.I. (consumer price index) for the next contract year there would be a 3.5% increase. This amount equates to \$12,278.70 annual increase in the contract for 06-07 with School District. We look forward to continuing to serve the district for 2006/2007 school years. This would be a 3.5% increase based on the C.P.I. increase as we have done over the past several years.

The City of Pekin's base price for fuel in the contract is \$1.40 per gallon with an escalator of 1% per every 15 cents increase to our system at the pump. A fuel invoice will accompany your monthly bill, based on the contract over \$1.40 per gallon. This will be monitored each time we receive our fuel bill and will be increased or decreased based on the cost of fuel we receive each month.

Please contact my office if anything further is needed. Enclosed are two copies of the agreement, please sign and return one copy to me:

City of Pekin
Attn: Greg Ranney
Director of Public Property
1130 Koch St.
Pekin, IL 61554

Sincerely,

Director of Public Property

CITY OF PEKIN AND PEKIN PUBLIC SCHOOL DISTRICT 303

Contract for 2006 – 2007 school year

IN WITNESS WHEREOF the parties hereto have executed this agreement and affixed hereto their hands and seals.

The City of Pekin, a municipal corporation, on the _____ day of _____.

BY: _____
Greg Ranney, Director of Public Property

BY: _____
Larry Carr,
Pekin Public School District 303



City of Pekin

June 16, 2006

Tazewell County Resource Center
Attn: Ron Hale
Tremont, IL 61568-9703

Dear Mr. Hale

Enclosed is a request for providing transportation to TCRC for the up-coming year of 2006-2007. I have this on the Pekin City Council Agenda for July 10, 2006. It must be approved by council prior to contract being in effect.

Please contact my office if anything further is needed. Enclosed are two copies of the agreement, please sign and return one copy to me prior to the start of the driving season:

Sincerely,

A handwritten signature in cursive script, reading "Gregory J. Ranney".

Gregory J. Ranney
Director of Public Property
City of Pekin

AGREEMENT FOR TRANSPORTATION SERVICES

This Agreement is between:

Pekin Municipal Bus Department
1130 Koch Street
Pekin, Illinois 61554

Hereinafter referred to as Transportation Service
and

Tazewell County Resource Centers, Inc.
21310 Illinois Route 9
Tremont, Illinois 61568

Hereinafter referred to as the Facility

Under the terms of this agreement the Transportation Service will provide transportation to and from the facility for individuals mutually agreed upon by both parties.

1. Assurances: The Transportation Service has the responsibility in providing transportation to the facility for those individuals mutually designated makes the following assurances:

A. The transportation system operated by the Transportation Service shall meet all applicable local and state regulations concerning licensing, equipment specifications, accessibility, safety, capacity and insurance.

B. The vehicles used to transport clients with physical disabilities shall be adapted to their needs.

C. Drivers shall have valid drivers' licenses for vehicles driven.

D. Drivers and vehicle attendants shall be certified in first aid and CPR. Training shall be given in the use of the Heimlich Maneuver and appropriate emergency procedures.

2. Documentation: The Transportation Service also agrees to provide documentation to the Facility as required by the Facilities regulatory bodies regarding compliance to the above assurances and other applicable regulations.

3. Term of Agreement: This Agreement shall take effect until executed and approved by both parties. Upon approval, this Agreement shall take effect, and shall continue in full force and effect until terminated. Both parties acknowledge that this Agreement shall apply to all services rendered from July 1, 2006 to June 30, 2007.

4. Modification of Agreement: Any modification or amendment of this Agreement must be in writing and executed by both parties. All modifications will not take effect until approved by the parties.

5. Termination:

A. This agreement may be terminated by either party, with or without cause, upon at least sixty (60)-calendar days written notice to the other party.

B. This Agreement will automatically terminate upon the effective date of the Facilities loss of license, certification, or any other such requirement for providing day programming services. The Facility will notify the Transportation Service within five (5) calendar days of any such loss, or of the initiation of any proceedings, which might reasonably result in such a change.

C. All terms of this Agreement will remain in full force and effect until the effective termination date of this Agreement.

6. Service Days: The Transportation Service will provide services as per the calendar provided by the Facility.

7. Transportation Times: The Transportation Service will schedule transportation times with the Facility and will follow schedules, which will be determined by mutual agreement.

8. Payment: The Facility agrees to pay the Transportation Service for services rendered within 30 days after receipt of an invoice. Payment for services may come from either the Facility or individual clients served. Arrangement for payment methods will be negotiated between the Facility and the Transportation Service as the need arises. Any changes, which are not made by mutual agreement, are subject to 60 day written notification.

9. Amount of Payment: The Facility will pay a per day amount of the \$125.00 per bus for transportation which will be negotiated between the Facility and the Transportation Service. Changes in the per diem rate may be made by the Transportation Service, but shall not take effect until 60 days after written notification has been received by the Facility.

10. Applicable Law: The Agreement is hereby made and must be performed in compliance with all applicable Federal and State laws, rules, and regulations. This Agreement shall be construed in accordance with the laws of the State of Illinois.

11. **Severability:** Invalidity of any provision, term, or condition of this Agreement for any reason shall not render any other provision, term, or condition of this Agreement invalid or unenforceable.

In witness whereof, the Facility and the Transportation Service hereby executes this Agreement.

Transportation Service:

By: _____

Title: _____

Date: _____

Facility: Tazewell County Resource Centers, Inc.

By: _____

Title: _____

Date: _____

ORDINANCE NO. 2481-06/07

**AN ORDINANCE PROVIDING FOR EXECUTION OF AN
AGREEMENT TO PURCHASE AND THE PURCHASE
OF REAL PROPERTY BY THE
CITY OF PEKIN, ILLINOIS**

WHEREAS, the City of Pekin has established the Riverway Business Park to be used for the purpose of business expansion in the community and economic development; and

WHEREAS, it is beneficial to the City of Pekin for the capacity of the Riverway Business Park to be expanded; and

WHEREAS, the owner of property immediately adjacent to the Riverway Business Park is desirous of selling the following described real estate:

The Southeast Quarter of Section 10, Township 24 North, Range 5 West of the 3rd Principal Meridian, Tazewell County, Illinois, EXCEPTING THEREFROM the North 50 feet of even width thereof, containing 157.65 acres, more or less.

PIN: 10-10-10-400-001

AND WHEREAS, it is deemed in the best interests of the City of Pekin to acquire said property for the preservation and expansion of the Riverway Business Park; and

WHEREAS, the City Council deems it in the best interests of the economic development of the community to develop said property and to expand the Riverway Business Park; and

WHEREAS, the City Council deems it in the best interests of the general public's health, safety and welfare for the City to acquire said real estate; and

WHEREAS, the City of Pekin is a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
OF PEKIN, ILLINOIS:**

SECTION I. That the recitals set forth above are part a material part of this Ordinance.

SECTION II. That the City of Pekin purchase from Robert S. Orr, not personally but as Trustee under Trust Agreement dated June 15, 2002, and known as Orr Family Trust, the following described real estate, to-wit:

The Southeast Quarter of Section 10, Township 24 North, Range 5 West of the 3rd Principal Meridian, Tazewell County, Illinois, EXCEPTING THEREFROM the North 50 feet of even width thereof, containing 157.65 acres, more or less.

PIN: 10-10-10-400-001

SECTION III. That the purchase price for said property shall not exceed \$1,601,400.00, and shall be on such terms and conditions as set forth in the Agreement to Purchase attached hereto as Exhibit "A" and incorporated herein by reference thereto.

SECTION IV. That the City of Pekin, Tazewell County, Illinois, is a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

SECTION V. That said property shall be purchased for city purposes, to be used for development purposes, or any other needed use of the City of Pekin.

SECTION VI. That the consideration for said conveyance shall be paid by the City upon the approval of the conveyance papers by the Corporation Counsel of the City of Pekin.

SECTION VII. That the Mayor and City Clerk be and they are hereby empowered to execute the originals of the Agreement to Purchase attached hereto as Exhibit "A" and such other appropriate documents upon approval of same by the Corporation Counsel of the City of Pekin.

SECTION VIII. All Ordinances or portions thereof in conflict with this Ordinance are hereby repealed.

SECTION IX. That this Ordinance shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this _____ day of _____, 2006; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2006.

MAYOR

ATTEST:

CITY CLERK

AGREEMENT TO PURCHASE

THIS AGREEMENT made this _____ day of _____, 2006, by and between ROBERT S. ORR, not personally but as TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 15, 2002, AND KNOWN AS ORR FAMILY TRUST, hereinafter referred to as "Seller", and CITY OF PEKIN, an Illinois municipal corporation, hereinafter referred to as "Buyer"; WITNESSETH:

The Seller agrees to sell to the Buyer, and the Buyer agrees to buy from the Seller, on the following terms and conditions, the following described real estate:

The Southeast Quarter of Section 10, Township 24 North, Range 5 West of the 3rd Principal Meridian, Tazewell County, Illinois, EXCEPTING THEREFROM the North 50 feet of even width thereof - containing 157.65 acres, more or less (a more accurate legal description to be furnished prior to closing).

PIN: 10-10-10-400-001

1. The sale price for the real estate is \$1,601,400.00, to be paid as follows:

A. The sum of \$10,000.00 upon the signing of this Agreement, the receipt of which is hereby acknowledged by the Seller.

B. The balance of the sale price shall be paid at closing.

C. Seller shall have the right and option to close on any portion or all of the tract being sold hereunder at any time prior to September 11, 2007, upon giving sixty (60) days written notice to Buyer. If Seller should close on any parcel less than the entire tract prior to September 11, 2007, the price to be paid shall be based upon \$10,200.00 per acre.

D. Unless closed sooner pursuant to the provisions of Paragraph C above, final closing shall occur on or before September 30, 2007, or such other time as mutually agreed upon between the Buyer and Seller in writing.

2. The Seller shall pay the general real estate taxes for the year 2006, payable in 2007. The Buyer shall pay the general real estate taxes for the year 2007, payable in 2008. Seller shall be entitled to the proceeds from the crops for the farm year 2006.

3. Buyer shall be entitled to possession of said property upon payment of the purchase price and delivery of deed as herein provided, subject to the rights of any farm tenant.

4. On full payment of the purchase price and compliance with the other terms of this Agreement by the Buyer, the Seller shall convey said property to the Buyer by trustee's deed free and clear of all encumbrances, except as heretofore or hereafter provided, and subject to any easements, covenants and restrictions of record, and subject to any acts of the Buyer.

At closing, Seller shall also deliver to Buyer a bill of sale with warranties conveying the entire well and irrigation system to Buyer, free and clear of all encumbrances.

The cost for preparation of the trustee's deed and bill of sale shall be borne by Seller.

5. Unless otherwise herein provided, said property shall be conveyed subject to all restrictions, reservations and easements of record and zoning laws, and free of all other liens, special assessments and encumbrances (unless otherwise specified).

6. Seller shall promptly furnish at its expense an abstract of title or a commitment of title insurance in the amount of the purchase price issued by a recognized title company showing good and merchantable title in Seller, subject only to the following:

A. The lien of general taxes not yet due;

B. Building, use and occupancy restrictions, conditions and covenants of record, if any.

C. Easements of record, if any.

D. Matters which can be corrected by disbursement from the selling price at closing.

7. Buyer shall, within fifteen days after receiving such abstract or commitment of title insurance, deliver to Seller or its attorney any objections to the title in writing. If valid objections be so reported and the same be not corrected or provided for within fifteen days, then Buyer shall have the option to declare this contract null and void and receive back its earnest money or to perform this contract and deduct from the purchase price the amounts of any liens, encumbrances, or defects which are definitely ascertainable.

8. Seller represents that no broker or real estate agent has been employed by Seller concerning this transaction, and that no commission fee is due any broker or real estate agent. Each party agrees to pay its own expenses of sale, including but not limited to each party's own attorney fees.

9. Seller does hereby warrant that no notice from any city, village, or any governmental authority of a dwelling code violation which existed on the dwelling structure located on the premises herein before the contract was executed has been issued and received by Seller or any agent of Seller within ten years prior to the date of this Agreement.

10. In the event of failure of Buyer to perform any of the covenants or agreements hereinabove provided, Seller may, by election evidenced by written notice to Buyer, declare this Agreement at an end and the rights and interests of Buyer hereunder forfeited; and in such case the down payment shall be retained by the Seller as agreed-upon liquidated damages, or the Seller may

elect any other remedy which it has, including the right of specific performance. Any election made hereunder shall be done in writing and shall be done within thirty days of such failure by the Buyer to perform any of the covenants or agreements herein provided.

11. Seller shall pay for the revenue stamps to be affixed to the trustee's deed.

12. The Buyer shall not transfer or assign its interests hereunder without the prior written consent of the Seller.

13. Buyer warrants that Buyer within forty-five (45) days from date of execution of this agreement, Buyer shall have inspected the real property or had the opportunity to conduct a complete and thorough inspection to determine the condition of the real property for any and all defects, whether known, unknown or hidden, including, but not limited to, any such defects relating to soil conditions and toxic or other hazardous materials. If the findings and conclusions of such investigation disclose any conditions which are reasonably unacceptable to Buyer in good faith exercise of its discretion, Buyer may terminate this agreement without liability to either party, and if Buyer terminates this agreement, Seller shall immediately return to Buyer the earnest money. If Buyer does not notify Seller that said inspection has not been satisfied at the expiration of said forty-five (45) day period, such inspection contingency shall be deemed satisfied, and Buyer shall waive the right to terminate this agreement based on the failure to satisfy such inspection.

14. Seller's Representations and Warranties. Without performing any investigation or inquiry and without any duty or obligation to perform or conduct any investigation or inquiry, Seller represents to Buyer that all of the following are now and shall be true as of the closing:

(a) Seller has full right, power and authority to execute and deliver this contract and take such actions as may be necessary to effectuate the transaction contemplated herein and close pursuant hereof.

(b) There is no pending, and to the best knowledge of Seller, no threatened litigation with respect to the premises, and in the event Seller receives notice of any litigation or has reason to believe that any litigation is threatened with respect to the premises, Seller shall notify Buyer promptly of such pending or threatened litigation.

(c) Prior to closing, Seller shall maintain the premises and shall commit no waste, damage or destruction of the premises. Seller agrees to deliver possession of the premises in the same condition as it is as of the date of this contract, ordinary wear and tear accepted.

(d) To the best of Seller's knowledge and belief, there are no violations of any health, safety, pollution, environmental, zoning or other laws, ordinances, rules or regulations with respect to the premises, which have not been heretofore entirely corrected.

(e) To the best of Seller's knowledge and belief, there is no existing, pending or contemplated threatened or anticipated (i) condemnation of any part of the premises, (ii) widening, change of grade or limitation on any use of streets, roads or highways abutting the real estate, (iii) special tax or assessment to be levied against the premises, (iv) change in the zoning classification of the premises, or (v) change in the tax assessment of the premises, except as may be undertaken by Buyer pursuant to this contract.

(f) To the best of Seller's knowledge and belief, the premises does not contain any hazardous substance or waste, nor has the Seller received any notice of any threatened or actual presence, release, threat of release, placement on or in the premises, or the generation, transportation, storage, treatment or disposal at the premises of any hazardous substance. For purposes of this representation, "hazardous substance" means any matter giving rise to liability under the Resources Conservation Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et. seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Sections 9601 et. seq., the Illinois Environmental Protection Act ("IEPA"), Illinois Compiled Statutes, Chapter 514, Section 5/9 et. seq., or other applicable local, state or federal laws or regulations or any common law theory based on nuisance or strict liability.

(g) At closing, the premises shall be unoccupied and free of any lease or other right of possession or claim of right of possession by any person or entity other than Buyer as of the closing.

(h) Seller agrees at closing to deliver a certificate that all of the representations and warranties are true and in effect as of the date of closing.

15. The purchase of the Property has been approved by the City Council of the City of Pekin by adoption of Ordinance No. _____ dated _____, 2006, authorizing the Mayor and City Clerk to execute the agreement.

16. Seller agrees to allow the current farm tenant, Mark Berg, to farm the Property on a normal and customary 50/50 crop share basis, the term of which is March 1st through February 28th of each farm year. Said farm tenancy shall be renewable annually, unless terminated by written notice by either party. A copy of a proposed farm lease is attached hereto as Exhibit "A".

17. Seller herein desires to exchange property of like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder, for fee title to the property which is the subject of this contract. Seller shall have the right to assign his right, but not his obligations, hereunder to a Qualified Intermediary as provided in IRC Reg. 1.1031(k)-1(g)(4) on or before the closing date. Buyer shall reasonably cooperate and execute such documents as are reasonably requested for Seller to effectuate said like-kind exchange.

18. Annexation Seller agrees that, upon request of Buyer, to petition to annex all of Seller's property into the City of Pekin. All costs and expenses incurred with respect to the annexation process will be borne by Buyer. Buyer further agrees that if for some reason this transaction has not closed on or before September 30, 2007 that Buyer will allow Seller to detach said premises from the City of Pekin at Buyer's expense.

19. This Agreement may be executed in any number of counterparts, each of which shall be deemed as original and all of which shall constitute one and the same instrument.

20. This Agreement shall be binding upon the heirs, devisees, legatees, personal representatives, successors or assigns of the parties hereto.

SELLER:

ORR FAMILY TRUST,

By _____
ROBERT S. ORR, TRUSTEE

BUYER:

CITY OF PEKIN,

By _____
Its: Mayor

ATTEST:

Its: City Clerk

EXHIBIT "A"

Farm Lease

FARM LEASE

THIS LEASE is entered into this _____ day of _____, 2006, by and between CITY OF PEKIN, an Illinois municipal corporation, hereinafter collectively referred to as "LANDLORD", and MARK BERG, hereinafter referred to as "TENANT", for the lease of the following described premises:

The Southeast Quarter of Section 10, Township 24 North, Range 5 West of the 3rd Principal Meridian, Tazewell County, Illinois, EXCEPTING THEREFROM the North 50 feet of even width thereof - containing 157.65 acres, more or less.

PIN: 10-10-10-400-001

for grain farming purposes, upon the following terms and conditions:

1. The term of this lease shall be from the 1st day of March, 2006, and shall end on the 28th day of February, 2007, and continuing annually thereafter unless notice to terminate is given as hereinafter set forth. TENANT agrees to surrender possession at the end of the term of this lease or any extension thereof. Both parties agree that upon failure to give at least six (6) months written notice to the other party before the end of the current term or any extension thereof, that this lease shall automatically renew for an additional one (1) year period.

2. Notwithstanding the tenancy herein created, the Landlord shall at any time during the term hereof or any extension hereof, have the right to sell all or part of the premises herein provided that: (a) the purchaser of all or part of said premises accepts the same subject to the rights of the Tenant hereunder; or (b) Tenant is reimbursed for the ordinary profit he would have realized from the tillable premises so sold. Such profit shall be based on what would have been earned therefrom had said premises been farmed for the term of this lease, and if the parties hereto cannot agree upon said sum, each of the parties shall select an arbitrator who shall be a person farming like ground within a radius of 5 miles of the premises sold, and the two arbitrators shall choose a third arbitrator with like qualification. The three arbitrators shall proceed to forthwith decide such profit and the

decision thereof shall be binding on all parties. Said amount shall be determined after the crops therefrom would have ordinarily been harvested and paid within 60 days after such decision had been rendered in writing by said arbitrators and delivered to the parties hereto.

3. No livestock shall be kept on the premises nor any crop raised on the premises other than corn and/or beans without the written consent of all parties hereto.

4. Tenant shall furnish 100% of the machinery, equipment, power and man labor necessary to properly prepare the soil, plant and care for the crops on said farm, except as set forth in Paragraph 5, including the proper mowing of any pasture land.

5. The following expenses shall be shared by the parties to this lease in the shares designated in the respective columns hereafter. All expenses not set forth hereafter shall be paid in full by Tenant.

	<u>LANDLORD'S PER CENT</u>	<u>TENANT'S PER CENT</u>
1. Seed for:		
1. Grain Crops	50	50
2. Legumes & Grasses	50	50
3. Waterways & Buffer Strips	50	50
4. Treatment & Inoculation	50	50
2. Fuel and Electricity for Corn Drying	(each to pay own's expense on their share of crop)	
3. Materials necessary for repairs and improvements on farm, including tiling	100	0
4. Machine Work Hired	0	100
5. Labor	0	100
6. Fertilizer, including application thereof. Tenant and Landlord shall each pay one-half of the cost of application.	50	50
7. All Farm Chemicals	50	50
8. Labor for any New Tiling	100	0
9. Labor for Repair, Replacement and Maintenance of Existing Tile	0	100

6. As rent for said farm and in consideration of the covenants herein, Landlord shall receive one-half of all crops or other income from the premises herein, including proceeds from any government programs. Landlord shall have the right to require Tenant to deliver Landlord's share of such crops to _____, with all delivery costs paid by Tenant.

7. Tenant shall have the following duties in operating the farm:

A. To keep the farm neat and orderly, and to prevent any unnecessary waste, loss or damage to the property, including the maintenance of waterways and field tile.

B. To investigate and repair any broken tile or breaks in open ditches, and to properly care for all grass waterways and terraces and to do all possible to prevent erosion.

C. Not to burn corn stalks, straw or other residue grown on the farm nor to remove any hay or straw without consent of Landlord.

D. To clip small grain stubble, except sweet clover seedlings, between August 1st and September 1st, unless otherwise directed by the Landlord.

E. The Tenant agrees to follow such crop rotation, tillage practices and arrangements as are worked out by the Landlord for the best interests of the farm, including cooperation with acreage controls.

F. Not to assign this lease to any person or persons or sublet any part of the premises.

G. To furnish Landlord a simple map of the farm by or before planting time if last minute changes are made. After harvest, a record map showing total bushels of each crop, and to what point(s) crops were delivered and how much to each.

H. To faithfully cultivate the farm and harvest the crops and otherwise operate the farm in a timely, thorough and businesslike manner.

I. Keep all fences on the premises in a good state of repair when requested by Landlord. The cost of any materials shall be paid by Landlord.

8. Additional Agreements:

A. Tenant is not to erect or permit to be erected upon said premises any structure, building, fence or sign of any kind whatsoever, except by the written consent of the Landlord, and will not make a claim for labor at any time unless Landlord has given written permission at a previous date.

B. Nothing in this lease shall confer upon the Tenant any right to minerals underlying said land or any part thereof, but the same are hereby expressly reserved by the Landlord together with the full right to enter upon the premises and to bore, search and excavate for same, to work and remove the same, and to deposit excavated rubbish, and with full liberty to pass over said premises with vehicles and lay down and work any such railroad track or tracks, tanks, pipelines, powers and structures as may be necessary or convenient for the above purposes. Said Landlord agrees to reimburse the said Tenant for any actual damage it may suffer for crops destroyed where such land is in grain and to release Tenant from obligation to continue farming this property when development of resources interferes materially with Tenant's ability to make a satisfactory return.

C. Landlord shall in no way be liable in damages for failure of water supply or for any damage by the elements or otherwise, to any improvements on the premises, nor for any loss or damage while any such improvements are under construction or repair nor for failure to repair or alter or replace any buildings or improvements.

D. To haul to the premises any material which the Landlord furnishes as herein provided.

E. The parties acknowledge that there is an irrigation system on part of the farmland, and Landlord and Tenant agree to share equally in the maintenance, repair and upkeep of the irrigation system and shall also share equally in the insurance and utility expenses for said irrigation system.

9. The Landlord reserves the right of themselves, their employees, assigns or prospective buyers to enter upon said premises at any time for the purpose of viewing the same or making the repairs or improvements thereon, or of seeding or applying fertilizers, or for the care and disposition of the Landlord's share of the crop, the same not to interfere with the occupancy of the Tenant.

LANDLORD:

CITY OF PEKIN,

By _____
Its Mayor

ATTEST:

By _____
Its City Clerk

TENANT:

MARK BERG

DIRECTIVE

TO: ROBERT S. ORR, TRUSTEE
UNDER TRUST AGREEMENT
DATED JUNE 15, 2002, AND KNOWN AS
ORR FAMILY TRUST

The undersigned, being all of the beneficiaries of the above trust, do hereby authorize and direct you to execute the original Agreement to Purchase with the City of Pekin, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference thereto.

DATED: _____, 2006

ROBERT S. ORR

PHYLLIS E. ORR

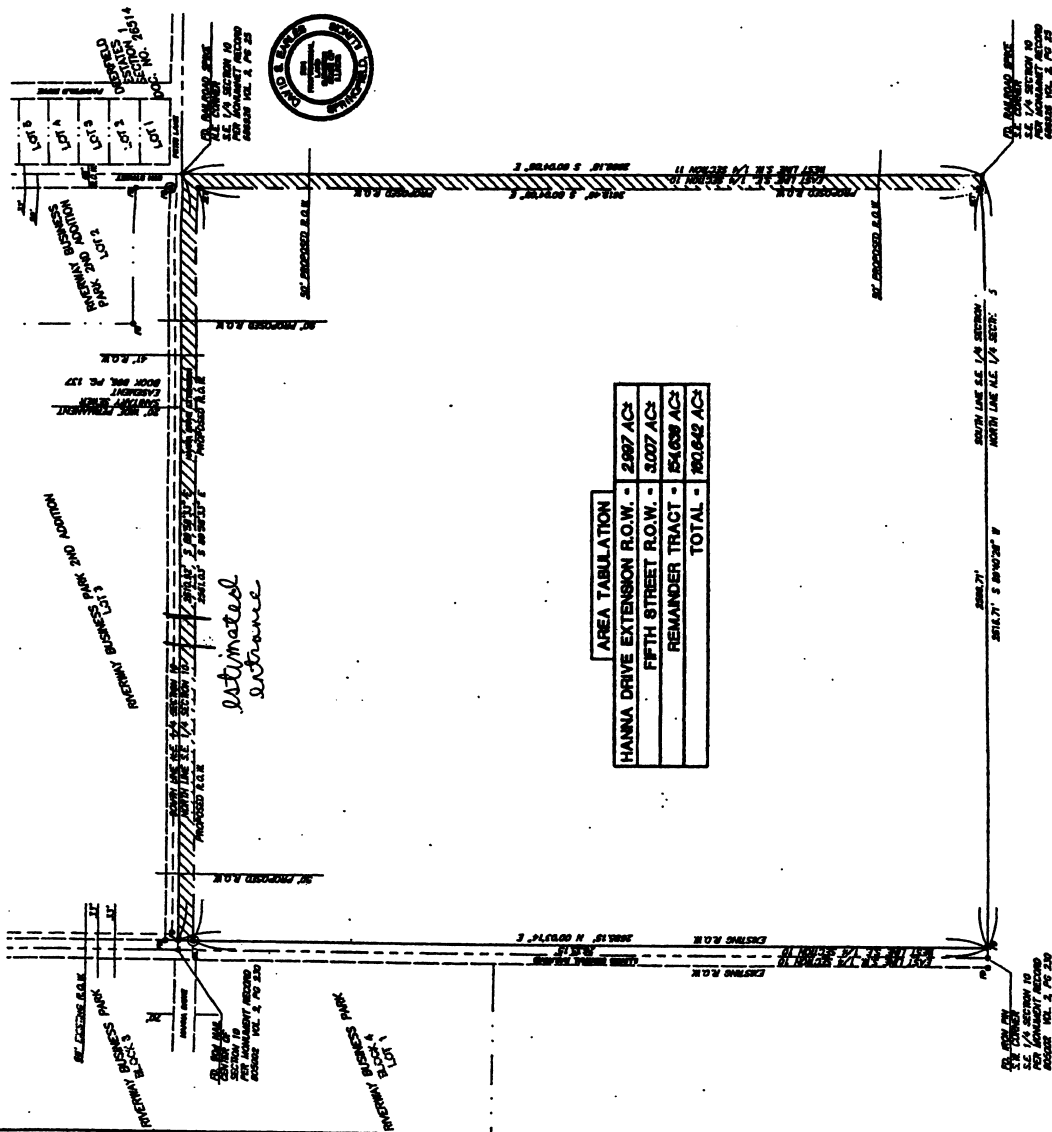
LARRY L. ORR

STEVEN S. ORR

DAVID R. ORR

A north arrow pointing upwards with the word "NORTH" written vertically inside it. Below the arrow is a scale bar with markings at 0, 200, and 400, labeled "SCALE IN FEET".

UPDATE BT: SURVEY BOOK # 1233
KREF DWG:
KREF DWG:
DATE:



AREA TABULATION	
HANNA DRIVE EXTENSION R.O.W. =	2.997 AC±
FIFTH STREET R.O.W. =	3.007 AC±
REMAINDER TRACT =	54.639 AC±
TOTAL =	180.642 AC±

NOTARY PUBLIC'S CERTIFICATE

[illegible]

COUNTY CLERK CERTIFICATE

[illegible]

CITY CLERK CERTIFICATE

[illegible]

OWNER'S CERTIFICATE

STATE OF ILLINOIS
COUNTY OF TAZEWELL

BEFORE ME, the undersigned authority, on this _____ day of _____, 19____, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 19____.

Notary Public in and for the State of Illinois

My commission expires this _____ day of _____, 19____.

LEGAL DESCRIPTION[illegible]

LEGEND

STATION	DATE	TIME	BY	REMARKS
1	10/10/80	10:00	JD	START OF WORK
2	10/10/80	10:15	JD	SET UP EQUIPMENT
3	10/10/80	10:30	JD	START OF WORK
4	10/10/80	10:45	JD	SET UP EQUIPMENT
5	10/10/80	11:00	JD	START OF WORK
6	10/10/80	11:15	JD	SET UP EQUIPMENT
7	10/10/80	11:30	JD	START OF WORK
8	10/10/80	11:45	JD	SET UP EQUIPMENT
9	10/10/80	12:00	JD	START OF WORK
10	10/10/80	12:15	JD	SET UP EQUIPMENT
11	10/10/80	12:30	JD	START OF WORK
12	10/10/80	12:45	JD	SET UP EQUIPMENT
13	10/10/80	13:00	JD	START OF WORK
14	10/10/80	13:15	JD	SET UP EQUIPMENT
15	10/10/80	13:30	JD	START OF WORK
16	10/10/80	13:45	JD	SET UP EQUIPMENT
17	10/10/80	14:00	JD	START OF WORK
18	10/10/80	14:15	JD	SET UP EQUIPMENT
19	10/10/80	14:30	JD	START OF WORK
20	10/10/80	14:45	JD	SET UP EQUIPMENT
21	10/10/80	15:00	JD	START OF WORK
22	10/10/80	15:15	JD	SET UP EQUIPMENT
23	10/10/80	15:30	JD	START OF WORK
24	10/10/80	15:45	JD	SET UP EQUIPMENT
25	10/10/80	16:00	JD	START OF WORK
26	10/10/80	16:15	JD	SET UP EQUIPMENT
27	10/10/80	16:30	JD	START OF WORK
28	10/10/80	16:45	JD	SET UP EQUIPMENT
29	10/10/80	17:00	JD	START OF WORK
30	10/10/80	17:15	JD	SET UP EQUIPMENT
31	10/10/80	17:30	JD	START OF WORK
32	10/10/80	17:45	JD	SET UP EQUIPMENT
33	10/10/80	18:00	JD	START OF WORK
34	10/10/80	18:15	JD	SET UP EQUIPMENT
35	10/10/80	18:30	JD	START OF WORK
36	10/10/80	18:45	JD	SET UP EQUIPMENT
37	10/10/80	19:00	JD	START OF WORK
38	10/10/80	19:15	JD	SET UP EQUIPMENT
39	10/10/80	19:30	JD	START OF WORK
40	10/10/80	19:45	JD	SET UP EQUIPMENT
41	10/10/80	20:00	JD	START OF WORK
42	10/10/80	20:15	JD	SET UP EQUIPMENT
43	10/10/80	20:30	JD	START OF WORK
44	10/10/80	20:45	JD	SET UP EQUIPMENT
45	10/10/80	21:00	JD	START OF WORK
46	10/10/80	21:15	JD	SET UP EQUIPMENT
47	10/10/80	21:30	JD	START OF WORK
48	10/10/80	21:45	JD	SET UP EQUIPMENT
49	10/10/80	22:00	JD	START OF WORK
50	10/10/80	22:15	JD	SET UP EQUIPMENT
51	10/10/80	22:30	JD	START OF WORK
52	10/10/80	22:45	JD	SET UP EQUIPMENT
53	10/10/80	23:00	JD	START OF WORK
54	10/10/80	23:15	JD	SET UP EQUIPMENT
55	10/10/80	23:30	JD	START OF WORK
56	10/10/80	23:45	JD	SET UP EQUIPMENT
57	10/10/80	24:00	JD	START OF WORK
58	10/10/80	24:15	JD	SET UP EQUIPMENT
59	10/10/80	24:30	JD	START OF WORK
60	10/10/80	24:45	JD	SET UP EQUIPMENT
61	10/10/80	25:00	JD	START OF WORK
62	10/10/80	25:15	JD	SET UP EQUIPMENT
63	10/10/80	25:30	JD	START OF WORK
64	10/10/80	25:45	JD	SET UP EQUIPMENT
65	10/10/80	26:00	JD	START OF WORK
66	10/10/80	26:15	JD	SET UP EQUIPMENT
67	10/10/80	26:30	JD	START OF WORK
68	10/10/80	26:45	JD	SET UP EQUIPMENT
69	10/10/80	27:00	JD	START OF WORK
70	10/10/80	27:15	JD	SET UP EQUIPMENT
71	10/10/80	27:30	JD	START OF WORK
72	10/10/80	27:45</		

CITY OF PEKIN
PEKIN, IL

PART OF THE S.E. 1/4 OF SECTION 10 IN T. 24 N.,
W. OF THE 3RD P.M., IN TAZEWELL COUNTY, ILLINOIS

CNT
CONTRACTS & RISK MGMT
THRU 10-10-2000
1700 N. WASHINGTON STREET
SUITE 700
0800-CALL(14)
www.cnt.com

DESIGN BY:	SPK
DRAWN BY:	WCH
CHECKED BY:	ONE/MEM
APPROVED BY:	ONE
DATE:	04/24/08
JOB NO:	8003004
SHEET 1 OF 1 SHEETS	

ORDINANCE NO. 2482-06/07

**AN ORDINANCE PROVIDING FOR EXECUTION OF AN
AGREEMENT TO PURCHASE REAL PROPERTY BY THE
CITY OF PEKIN, ILLINOIS**

WHEREAS, the City of Pekin has determined it to be in the best interests of the City of Pekin that Hanna Drive be extended from its current terminus Westerly to South Fifth Street to provide for business expansion in Riverway Business Park and economic development; and

WHEREAS, it will be necessary to acquire certain real estate for rights-of-way; and

WHEREAS, the owner of property described hereafter is willing to sell a certain tract of real estate to the City of Pekin for use as a right-of-way; and

AND WHEREAS, it is deemed in the best interests of the City of Pekin to acquire said property; and

WHEREAS, the City Council deems it in the best interests of the general public's health, safety and welfare for the City to acquire said real estate; and

WHEREAS, the City of Pekin is a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
OF PEKIN, ILLINOIS:**

SECTION I. That the recitals set forth above are part a material part of this Ordinance.

SECTION II. That the City of Pekin purchase from Robert S. Orr, not personally but as Trustee under Trust Agreement dated June 15, 2002, and known as Orr Family Trust, the following described real estate, to-wit:

The North 50 feet of even width of the Southeast Quarter of Section 10, Township 24 North, Range 5 West of the 3rd Principal Meridian, Tazewell County, Illinois.

PIN: 10-10-10-400-001

SECTION III. That the purchase price for said property shall not exceed \$30,600.00, and shall be on such terms and conditions as set forth in the Agreement attached hereto as Exhibit "A" and incorporated herein by reference thereto.

SECTION IV. That the City of Pekin, Tazewell County, Illinois, is a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

SECTION V. That said property shall be purchased for city purposes, to be used for development purposes, or any other needed use of the City of Pekin.

SECTION VI. That the consideration for said conveyance shall be paid by the City upon the approval of the conveyance papers by the Corporation Counsel of the City of Pekin.

SECTION VII. That the Mayor and City Clerk be and they are hereby empowered to execute the originals of the Agreement attached hereto as Exhibit "A" and such other appropriate documents upon approval of same by the Corporation Counsel of the City of Pekin.

SECTION VIII. All Ordinances or portions thereof in conflict with this Ordinance are hereby repealed.

SECTION IX. That this Ordinance shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin,
this _____ day of _____, 2006; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2006.

MAYOR

ATTEST:

CITY CLERK

AGREEMENT

This Agreement is made this _____ day of _____, 2006, by and between CITY OF PEKIN, an Illinois municipal corporation (the "City") and ROBERT S. ORR, not personally but as TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 15, 2002, AND KNOWN AS ORR FAMILY TRUST (the "Owner").

WHEREAS, the Owner is the owner of a certain parcel of property more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Acquisition Parcel"); and

WHEREAS, the City desires to acquire the Acquisition Parcel; and

WHEREAS, the City and the Owner desire to set forth their agreements regarding the Acquisition Parcel and related matters.

THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Owner shall convey the Acquisition Parcel to the City and shall execute the Trustee's Deed substantially in the form attached hereto as Exhibit "B" and incorporated herein by this reference.

2. Upon the acquisition of the Acquisition Parcel as described in Paragraph 1 of this Agreement, the City shall pay to the Owner the sum of \$30,600.00.

3. The closing shall be on or before 6:00 P.M. on September 11, 2006 or such other time as may be mutually agreed in writing. The closing shall be held at the office of the City's attorney, or such other place as the parties may agree.

4. Owner shall deliver possession at time of closing. If Owner does not give possession on the date provided for in this Contract, the City may seek possession by any means available in law or equity. Prior to possession, Owner shall remove all debris and personal property not sold to the City. If Owner fails to provide the City with possession on the day provided for in this Contract, the City will be entitled to collect damages upon the failure to provide possession.

5. Real estate taxes and any special service district taxes shall be prorated through (and including) the date of possession and a credit for same allowed the City. If the amount of the taxes is not then ascertainable, prorating shall be on the basis of the most current not taxable value of the property (current equalized assessed value, less all exemptions) times the most current tax rate. All exemptions shall extend to the benefit of the City. Special assessments which are a lien upon the real estate as of the date of

closing shall be Owner's expense and paid in full at closing or a credit for same allowed the City.

6. Owner shall be solely responsible for obtaining and paying for title insurance in the amount of the purchase price.

7. The City shall grant to the Owner one access location to the road to be constructed over the Acquisition Parcel, which access shall benefit the Owner's Parcel. Such access location shall be located at such location as mutually agreed upon by the Owner and the City. Owner shall not be precluded from seeking additional access locations pursuant to the then applicable requirements of the City and Tazewell County.

8. So long as the Owner's Parcel is being used as farm land, the City shall construct and maintain, to the boundary of the Acquisition Parcel, one field entrance to the Owner's Parcel as shown on the project drawings attached hereto as Exhibit "C" and incorporated herein by this reference.

9. Miscellaneous Provisions.

- (A) All covenants, agreements, representations and warranties of the parties contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives.
- (B) The laws of the State of Illinois shall govern the validity, interpretation and administration of this agreement.
- (C) This agreement supersedes any prior agreements and undertakings among the parties and represents the complete agreement of the parties.
- (D) Each party shall execute, acknowledge and deliver such additional documents, writings or assurances, including, without limitation, a memorandum of this agreement in recordable form, as any other party may periodically require so as to give full force and effect to this agreement.
- (E) The waiver by any party of any breach of this agreement, whether in a single instance or repeatedly, shall not be construed as a waiver of right under this agreement. Any waiver shall not constitute a waiver by such party to strictly adhere to this agreement nor is a waiver of any claim for damages or other remedy by reason of such breach.

The parties have executed this agreement on the date first written above.

CITY OF PEKIN, a municipal corporation

By: _____
Its: Mayor

ATTEST:

By: _____
Its: Clerk

OWNER:

ORR FAMILY TRUST,

By _____
ROBERT S. ORR - Trustee

EXHIBIT "A"

The North 50 feet of even width of the Southeast Quarter of Section 10, Township 24 North, Range 5 West of the 3rd Principal Meridian, Tazewell County, Illinois.

PIN: 10-10-10-400-001

EXHIBIT "B"

TRUSTEE'S DEED

THIS INDENTURE WITNESSETH, that the Grantor, ROBERT S. ORR, not personally but as TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 15, 2002, AND KNOWN AS ORR FAMILY TRUST, for and in consideration of the sum of THIRTY THOUSAND SIX HUNDRED (\$30,600.00) DOLLARS and other good and valuable consideration, CONVEYS AND QUIT-CLAIMS to CITY OF PEKIN, an Illinois Municipal Corporation, the following described real estate, to-wit:

The North 50 feet of even width of the Southeast Quarter of Section 10, Township 24 North, Range 5 West of the 3rd Principal Meridian, Tazewell County, Illinois.

PIN: 10-10-10-400-001

SUBJECT TO general real estate taxes for the year 2005, payable in 2006, and all years subsequent thereto.

SUBJECT TO valid covenants, easements and restrictions of record.

SUBJECT TO the rights of the public, the State of Illinois and the municipality in and to that part of the land, if any, taken or used for road purposes.

SUBJECT TO rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.

DATED this _____ day of _____, 2006.

ROBERT S. ORR - Trustee

STATE OF ILLINOIS)
) S.S.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public in and for said County and State aforesaid, Do Hereby Certify That ROBERT S. ORR, not personally but as Trustee aforesaid, 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 he signed, sealed and delivered said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 2006.

Notary Public

EXEMPT UNDER 35 ILCS 200/31-45(b)

Mail Tax Statements To:

City of Pekin
111 S. Capitol Street
Pekin, IL 61554

This Instrument Prepared By:

Patrick E. Oberle
Elliff, Keyser, Oberle & Dancey, P.C.
109 S. Fourth Street
Pekin, IL 61555-0873

EXHIBIT "C"

DIRECTIVE

TO: ROBERT S. ORR, TRUSTEE
UNDER TRUST AGREEMENT
DATED JUNE 15, 2002, AND KNOWN AS
ORR FAMILY TRUST

The undersigned, being all of the beneficiaries of the above trust, do hereby authorize and direct you to execute the original Agreement with the City of Pekin, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference thereto.

DATED: _____, 2006

ROBERT S. ORR

PHYLLIS E. ORR

LARRY L. ORR

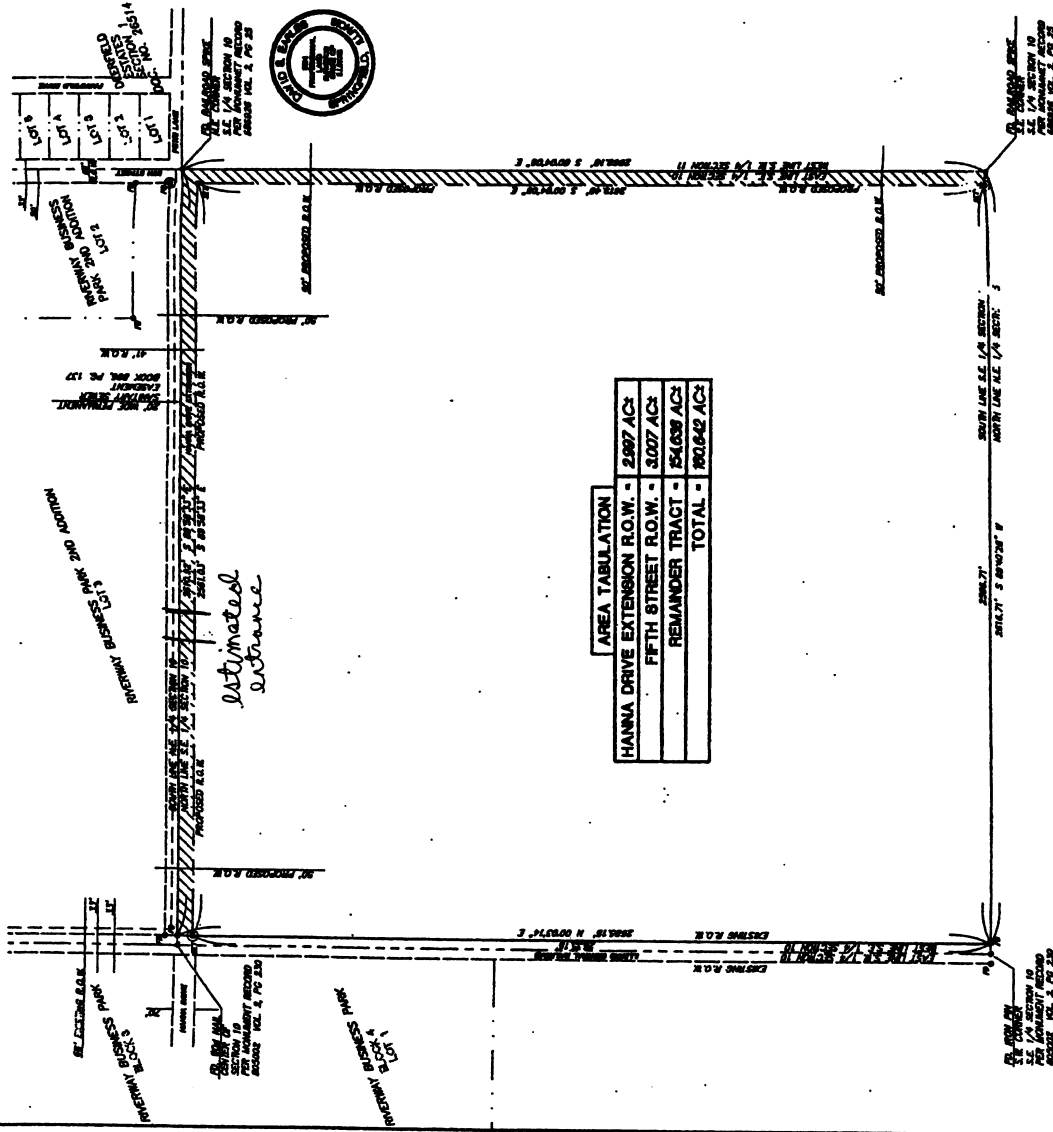
STEVEN S. ORR

DAVID R. ORR



RIVERWAY BUSINESS PARK 3RD ADDITION FINAL PLAT

A PART OF THE SOUTHEAST QUARTER, SECTION 10 T-24-N, R-S-W,
OF THE 3RD P.M., TAZEWELL COUNTY, ILLINOIS
TOTAL ACRES = 160.642 AC ±



AREA TABULATION	
HANNA DRIVE EXTENSION R.O.W.	2.997 AC±
FIFTH STREET R.O.W.	3.007 AC±
REMAINDER TRACT	154.638 AC±
TOTAL	160.642 AC±

LEGEND

- SECTION BOUNDARY
- SUBDIVISION
- EXISTING ROW
- PROPOSED ROW
- SECTION LINE
- SECTION LOT LINE
- CONCRETE MONUMENT

LEGAL DESCRIPTION

1. LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

OWNERS CERTIFICATE

STATE OF ILLINOIS
COUNTY OF TAZEWELL
BEFORE ME, the undersigned authority, on this _____ day of _____, 2000, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

NOTARY PUBLIC'S CERTIFICATE

STATE OF ILLINOIS
COUNTY OF TAZEWELL
I, _____, Notary Public in and for the County and State aforesaid, do hereby certify that _____, the undersigned, a person whose name is subscribed to the foregoing instrument, is the person whose name is subscribed to the same, and that he executed the same for the purposes and consideration therein expressed.

COUNTY CLERK CERTIFICATE

COUNTY OF TAZEWELL
I, _____, County Clerk of the County of Tazewell, do hereby certify that _____, the undersigned, a person whose name is subscribed to the foregoing instrument, is the person whose name is subscribed to the same, and that he executed the same for the purposes and consideration therein expressed.

CITY CLERK CERTIFICATE

CITY OF PEKIN
I, _____, City Clerk of the City of Pekin, do hereby certify that _____, the undersigned, a person whose name is subscribed to the foregoing instrument, is the person whose name is subscribed to the same, and that he executed the same for the purposes and consideration therein expressed.

CITY OF PEKIN
PEKIN, IL
PART OF THE S.E. 1/4 OF SECTION 10 IN T. 24 N.
R. 5 W. OF THE 3RD P.M. IN TAZEWELL COUNTY, ILLINOIS
FINAL PLAT

PREPARED BY: _____
CHECKED BY: _____
APPROVED BY: _____
DATE: _____
JOB NO. _____
SHEET 1 OF 1 SHEETS

ORDINANCE NO. 2483-06/07

**AN ORDINANCE PROVIDING FOR EXECUTION OF AN
AGREEMENT TO PURCHASE REAL PROPERTY BY THE
CITY OF PEKIN, ILLINOIS**

WHEREAS, the City of Pekin has determined it to be in the best interests of the City of Pekin that Veterans Drive be extended from its current terminus to South Second Street to provide for business expansion in the community and economic development; and

WHEREAS, it will be necessary to acquire certain real estate for rights-of-way; and

WHEREAS, the owner of property described hereafter is willing to sell a certain tract of real estate to the City of Pekin for use as a right-of-way; and

AND WHEREAS, it is deemed in the best interests of the City of Pekin to acquire said property; and

WHEREAS, the City Council deems it in the best interests of the general public's health, safety and welfare for the City to acquire said real estate; and

WHEREAS, the City of Pekin is a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
OF PEKIN, ILLINOIS:**

SECTION I. That the recitals set forth above are part a material part of this Ordinance.

SECTION II. That the City of Pekin purchase from Robert S. Orr, not personally but as Trustee under Trust Agreement dated June 15, 2002, and known as Orr Family Trust, the following described real estate, to-wit:

A tract of land being part of the West Half of the Southwest Quarter of Section 14, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, and being more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of said Section 14 as the Point of Beginning; thence South 85 degrees 44 minutes 24 seconds East, (bearings are assumed for the purpose of description only) along the North line of the Southwest Quarter of said Section 14, a distance of 1323.21 feet to the Northeast corner of the West Half of the Southwest Quarter of said Section 14; thence South 03 degrees 19 minutes 59 seconds West, along the East line of the West Half of the Southwest Quarter of said Section 14, a distance of 60.01 feet; thence North 85 degrees 44 minutes 24 seconds West, a distance of 1323.43 feet to the West line of the Southwest Quarter of said Section 14; thence North 03 degrees 32 minutes 15 seconds East, along said West line, a distance of 60.00 feet to the Point of Beginning and containing 79,399 square feet, more or less, or 1.823 acres, more or less, of which 33,942 square feet, more or less, or 0.779 acres, more or less, is in existing public road right of way.

PIN: 10-10-14-300-001

SECTION III. That the purchase price for said property shall not exceed \$18,230.00, and shall be on such terms and conditions as set forth in the Agreement attached hereto as Exhibit "A" and incorporated herein by reference thereto.

SECTION IV. That the City of Pekin, Tazewell County, Illinois, is a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

SECTION V. That said property shall be purchased for city purposes, to be used for development purposes, or any other needed use of the City of Pekin.

SECTION VI. That the consideration for said conveyance shall be paid by the City upon the approval of the conveyance papers by the Corporation Counsel of the City of Pekin.

SECTION VII. That the Mayor and City Clerk be and they are hereby empowered to execute the originals of the Agreement attached hereto as Exhibit "A" and such other appropriate documents upon approval of same by the Corporation Counsel of the City of Pekin.

SECTION VIII. All Ordinances or portions thereof in conflict with this Ordinance are hereby repealed.

SECTION IX. That this Ordinance shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this _____ day of _____, 2006; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2006.

MAYOR

ATTEST:

CITY CLERK

AGREEMENT

This Agreement is made this _____ day of _____, 2006, by and between CITY OF PEKIN, an Illinois municipal corporation (the "City") and ROBERT S. ORR, not personally but as TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 15, 2002, AND KNOWN AS ORR FAMILY TRUST (the "Owner").

WHEREAS, the Owner is the owner of a certain parcel of property more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Acquisition Parcel"); and

WHEREAS, the City desires to acquire the Acquisition Parcel; and

WHEREAS, the City and the Owner desire to set forth their agreements regarding the Acquisition Parcel and related matters.

THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Owner shall convey the Acquisition Parcel to the City and shall execute the Trustee's Deed substantially in the form attached hereto as Exhibit "B" and incorporated herein by this reference.

2. Upon the acquisition of the Acquisition Parcel as described in Paragraph 1 of this Agreement, the City shall pay to the Owner the sum of \$18,230.00.

3. The closing shall be on or before 6:00 P.M. on September 11, 2006 or such other time as may be mutually agreed in writing. The closing shall be held at the office of the City's attorney, or such other place as the parties may agree.

4. Owner shall deliver possession at time of closing. If Owner does not give possession on the date provided for in this Contract, the City may seek possession by any means available in law or equity. Prior to possession, Owner shall remove all debris and personal property not sold to the City. If Owner fails to provide the City with possession on the day provided for in this Contract, the City will be entitled to collect damages upon the failure to provide possession.

5. Real estate taxes and any special service district taxes shall be prorated through (and including) the date of possession and a credit for same allowed the City. If the amount of the taxes is not then ascertainable, prorating shall be on the basis of the most current not taxable value of the property (current equalized assessed value, less all exemptions) times the most current tax rate. All exemptions shall extend to the benefit of the City. Special assessments which are a lien upon the real estate as of the date of

closing shall be Owner's expense and paid in full at closing or a credit for same allowed the City.

6. Owner shall be solely responsible for obtaining and paying for title insurance in the amount of the purchase price.

7. The City shall grant to the Owner up to two (2) access locations to the road to be constructed over the Acquisition Parcel, which access shall benefit the Owner's Parcel. One access location shall be shared with the tract of land adjacent to and immediately to the East of the acquisition parcel. The other access location shall meet the then existing requirements of the City of Pekin and Tazewell County. Such access location shall be located at such location as mutually agreed upon by the Owner and the City. Owner shall not be precluded from seeking additional access locations pursuant to the then applicable requirements of the City and Tazewell County.

8. So long as the Owner's Parcel is being used as farm land, the City shall construct and maintain, to the boundary of the Acquisition Parcel, one field entrance to the Owner's Parcel as shown on the project drawings attached hereto as Exhibit "C" and incorporated herein by this reference.

9. Miscellaneous Provisions.

- (A) All covenants, agreements, representations and warranties of the parties contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives.
- (B) The laws of the State of Illinois shall govern the validity, interpretation and administration of this agreement.
- (C) This agreement supersedes any prior agreements and undertakings among the parties and represents the complete agreement of the parties.
- (D) Each party shall execute, acknowledge and deliver such additional documents, writings or assurances, including, without limitation, a memorandum of this agreement in recordable form, as any other party may periodically require so as to give full force and effect to this agreement.
- (E) The waiver by any party of any breach of this agreement, whether in a single instance or repeatedly, shall not be construed as a waiver of right under this agreement. Any waiver shall not constitute a waiver by such party to strictly adhere to this agreement nor is a waiver of any claim for damages or other remedy by reason of such breach.

The parties have executed this agreement on the date first written above.

CITY OF PEKIN, a municipal corporation

By: _____
Its: Mayor

ATTEST:

By: _____
Its: Clerk

OWNER:

ORR FAMILY TRUST,

By _____
ROBERT S. ORR - Trustee

EXHIBIT "A"

A tract of land being part of the West Half of the Southwest Quarter of Section 14, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, and being more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of said Section 14 as the Point of Beginning; thence South 85 degrees 44 minutes 24 seconds East, (bearings are assumed for the purpose of description only) along the North line of the Southwest Quarter of said Section 14, a distance of 1323.21 feet to the Northeast corner of the West Half of the Southwest Quarter of said Section 14; thence South 03 degrees 19 minutes 59 seconds West, along the East line of the West Half of the Southwest Quarter of said Section 14, a distance of 60.01 feet; thence North 85 degrees 44 minutes 24 seconds West, a distance of 1323.43 feet to the West line of the Southwest Quarter of said Section 14; thence North 03 degrees 32 minutes 15 seconds East, along said West line, a distance of 60.00 feet to the Point of Beginning and containing 79,399 square feet, more or less, or 1.823 acres, more or less, of which 33,942 square feet, more or less, or 0.779 acres, more or less, is in existing public road right of way.

PIN: 10-10-14-300-001

EXHIBIT "B"

TRUSTEE'S DEED

THIS INDENTURE WITNESSETH, that the Grantor, ROBERT S. ORR, not personally but as TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 15, 2002, AND KNOWN AS ORR FAMILY TRUST, for and in consideration of the sum of EIGHTEEN THOUSAND TWO HUNDRED THIRTY (\$18,230.00) DOLLARS and other good and valuable consideration, CONVEYS AND QUIT-CLAIMS to CITY OF PEKIN, an Illinois Municipal Corporation, the following described real estate, to-wit:

A tract of land being part of the West Half of the Southwest Quarter of Section 14, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, and being more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of said Section 14 as the Point of Beginning; thence South 85 degrees 44 minutes 24 seconds East, (bearings are assumed for the purpose of description only) along the North line of the Southwest Quarter of said Section 14, a distance of 1323.21 feet to the Northeast corner of the West Half of the Southwest Quarter of said Section 14; thence South 03 degrees 19 minutes 59 seconds West, along the East line of the West Half of the Southwest Quarter of said Section 14, a distance of 60.01 feet; thence North 85 degrees 44 minutes 24 seconds West, a distance of 1323.43 feet to the West line of the Southwest Quarter of said Section 14; thence North 03 degrees 32 minutes 15 seconds East, along said West line, a distance of 60.00 feet to the Point of Beginning and containing 79,399 square feet, more or less, or 1.823 acres, more or less, of which 33,942 square feet, more or less, or 0.779 acres, more or less, is in existing public road right of way.

PIN: 10-10-14-300-001

SUBJECT TO general real estate taxes for the year 2005, payable in 2006, and all years subsequent thereto.

SUBJECT TO valid covenants, easements and restrictions of record.

SUBJECT TO the rights of the public, the State of Illinois and the municipality in and to that part of the land, if any, taken or used for road purposes.

SUBJECT TO rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.

DATED this _____ day of _____, 2006.

ROBERT S. ORR - Trustee

STATE OF ILLINOIS)
) S.S.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public in and for said County and State aforesaid, Do Hereby Certify That ROBERT S. ORR, not personally but as Trustee aforesaid, 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 he signed, sealed and delivered said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 2006.

Notary Public

EXEMPT UNDER 35 ILCS 200/31-45(b)

Mail Tax Statements To:

City of Pekin
111 S. Capitol Street
Pekin, IL 61554

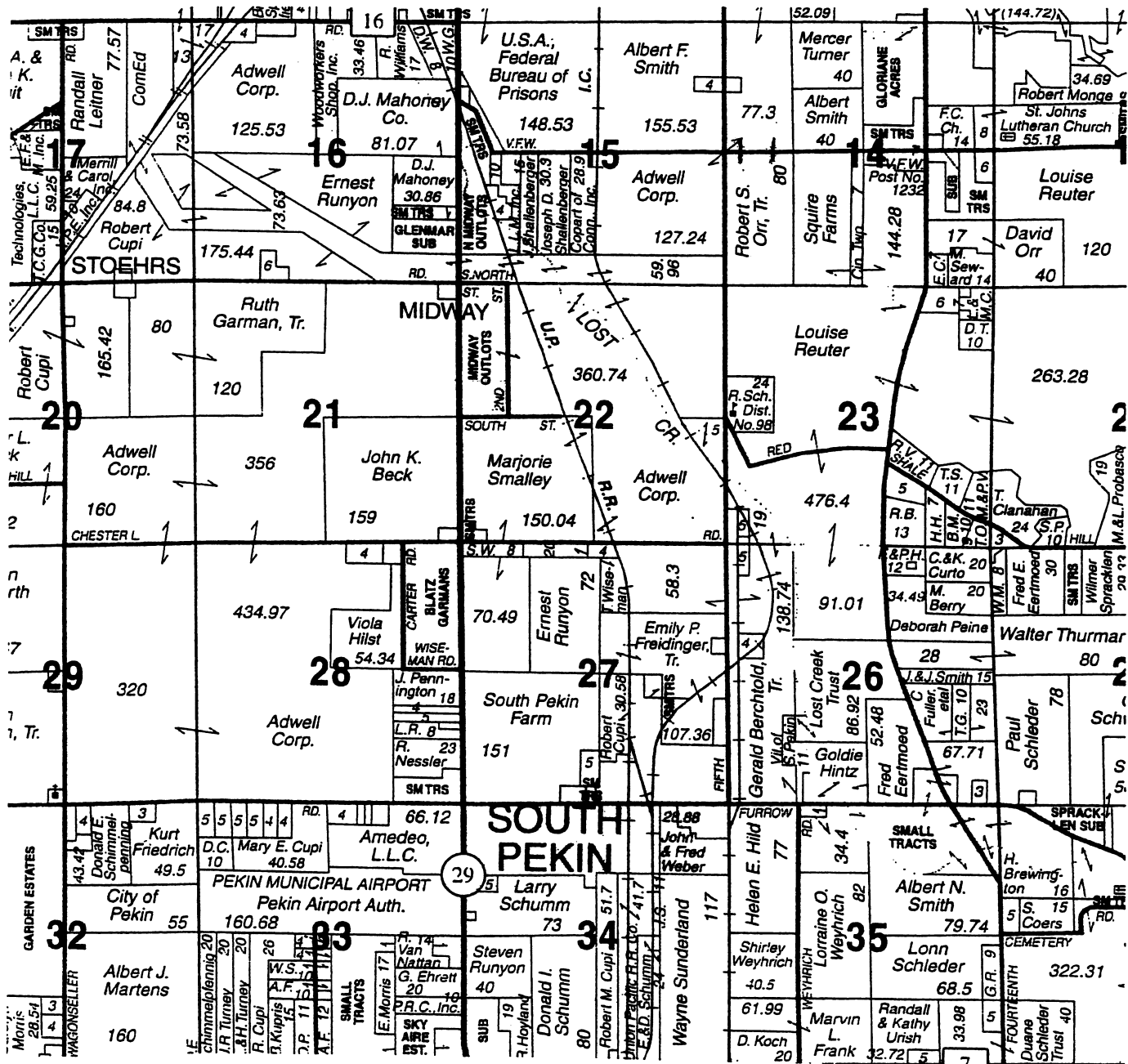
This Instrument Prepared By:

Patrick E. Oberle
Elliff, Keyser, Oberle & Dancey, P.C.
109 S. Fourth Street
Pekin, IL 61555-0873

EXHIBIT "C"

EXHIBIT "C"

Estimated Extracur



DIRECTIVE

TO: ROBERT S. ORR, TRUSTEE
UNDER TRUST AGREEMENT
DATED JUNE 15, 2002, AND KNOWN AS
ORR FAMILY TRUST

The undersigned, being all of the beneficiaries of the above trust, do hereby authorize and direct you to execute the original Agreement with the City of Pekin, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference thereto.

DATED: _____, 2006

ROBERT S. ORR

PHYLLIS E. ORR

LARRY L. ORR

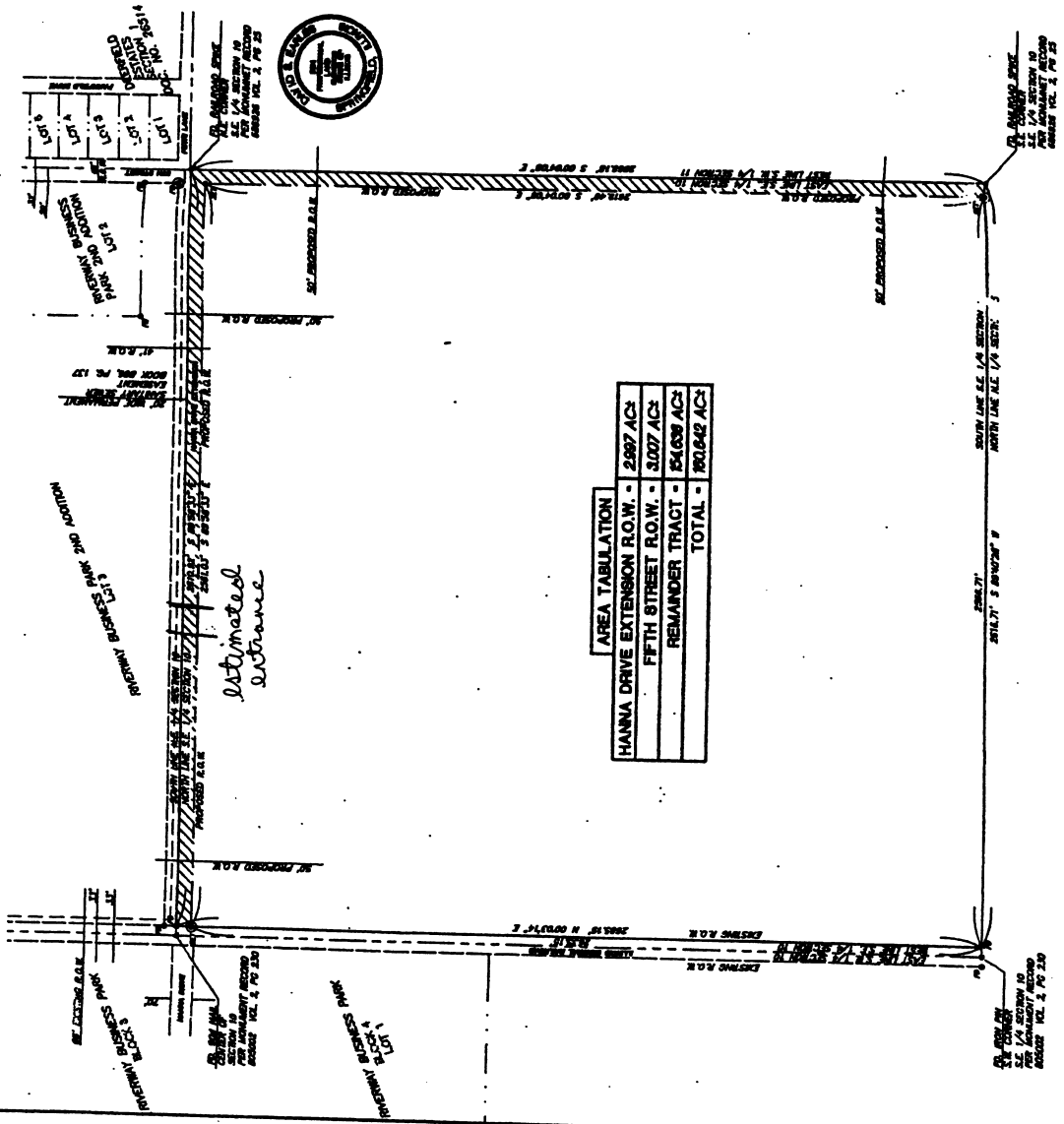
STEVEN S. ORR

DAVID R. ORR

RIVERWAY BUSINESS PARK 3RD ADDITION FINAL PLAT



A PART OF THE SOUTHEAST QUARTER, SECTION 10, T-24-N, R-5-W,
OF THE 3RD P.M., TAZEWELL COUNTY, ILLINOIS
TOTAL ACREAGE = 160.642 AC. ±



AREA TABULATION	
HANNA DRIVE EXTENSION R.O.W. -	2.007 AC±
FIFTH STREET R.O.W. -	3.007 AC±
REMAINDER TRACT -	154.639 AC±
TOTAL -	160.642 AC±

FINAL PLAT

PART OF THE S.E. 1/4 OF SECTION 10 IN T. 24 N. R. 5 W. OF THE 3RD P.M., IN TAZEWELL COUNTY, ILLINOIS

CITY OF PEKIN, ILL.

PEKIN, ILL.

THIS DAY IS BEING PLACED IN THE PUBLIC RECORDS AT THE CITY OF PEKIN, ILLINOIS

CITY OF PEKIN

CLERK

DEPUTY CLERK

NOTARY PUBLIC

COUNTY CLERK

CITY CLERK

LEGEND

--- RIVERWAY BUSINESS PARK 3RD ADDITION

--- RIVERWAY BUSINESS PARK 2ND ADDITION

--- RIVERWAY BUSINESS PARK 1ST ADDITION

--- RIVERWAY BUSINESS PARK 4TH ADDITION

--- RIVERWAY BUSINESS PARK 5TH ADDITION

--- RIVERWAY BUSINESS PARK 6TH ADDITION

--- RIVERWAY BUSINESS PARK 7TH ADDITION

--- RIVERWAY BUSINESS PARK 8TH ADDITION

--- RIVERWAY BUSINESS PARK 9TH ADDITION

--- RIVERWAY BUSINESS PARK 10TH ADDITION

--- RIVERWAY BUSINESS PARK 11TH ADDITION

--- RIVERWAY BUSINESS PARK 12TH ADDITION

--- RIVERWAY BUSINESS PARK 13TH ADDITION

--- RIVERWAY BUSINESS PARK 14TH ADDITION

--- RIVERWAY BUSINESS PARK 15TH ADDITION

--- RIVERWAY BUSINESS PARK 16TH ADDITION

--- RIVERWAY BUSINESS PARK 17TH ADDITION

--- RIVERWAY BUSINESS PARK 18TH ADDITION

--- RIVERWAY BUSINESS PARK 19TH ADDITION

--- RIVERWAY BUSINESS PARK 20TH ADDITION

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		

LEGAL DESCRIPTION

THIS PLAT IS BEING PLACED IN THE PUBLIC RECORDS AT THE CITY OF PEKIN, ILLINOIS, FOR THE PURPOSE OF RECORDING THE SAME IN THE PUBLIC RECORDS AT THE CITY OF PEKIN, ILLINOIS.

THE PLAT IS BEING PLACED IN THE PUBLIC RECORDS AT THE CITY OF PEKIN, ILLINOIS, FOR THE PURPOSE OF RECORDING THE SAME IN THE PUBLIC RECORDS AT THE CITY OF PEKIN, ILLINOIS.

THE PLAT IS BEING PLACED IN THE PUBLIC RECORDS AT THE CITY OF PEKIN, ILLINOIS, FOR THE PURPOSE OF RECORDING THE SAME IN THE PUBLIC RECORDS AT THE CITY OF PEKIN, ILLINOIS.

OWNERS CERTIFICATE

I, the undersigned, a Notary Public in and for the County of Tazewell, State of Illinois, do hereby certify that the foregoing is a true and correct copy of the original plat as the same appears in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Pekin, Illinois, this 10th day of May, 2007.

NOTARY PUBLIC

NOTARY PUBLIC'S CERTIFICATE

I, the undersigned, a Notary Public in and for the County of Tazewell, State of Illinois, do hereby certify that the foregoing is a true and correct copy of the original plat as the same appears in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Pekin, Illinois, this 10th day of May, 2007.

NOTARY PUBLIC

COUNTY CLERK CERTIFICATE

I, the undersigned, County Clerk of Tazewell County, Illinois, do hereby certify that the foregoing is a true and correct copy of the original plat as the same appears in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Pekin, Illinois, this 10th day of May, 2007.

COUNTY CLERK

CITY CLERK CERTIFICATE

I, the undersigned, City Clerk of the City of Pekin, Illinois, do hereby certify that the foregoing is a true and correct copy of the original plat as the same appears in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Pekin, Illinois, this 10th day of May, 2007.

CITY CLERK

EXHIBIT C

ORDINANCE NO. 2484-06/07

**AN ORDINANCE PROVIDING FOR EXECUTION OF AN
AGREEMENT TO PURCHASE REAL PROPERTY BY THE
CITY OF PEKIN, ILLINOIS**

WHEREAS, the City of Pekin has determined it to be in the best interests of the City of Pekin that Veterans Drive be extended from its current terminus to South Second Street to provide for business expansion in the community and economic development; and

WHEREAS, it will be necessary to acquire certain real estate for rights-of-way; and

WHEREAS, the owner of property described hereafter is willing to sell a certain tract of real estate to the City of Pekin for use as a right-of-way; and

AND WHEREAS, it is deemed in the best interests of the City of Pekin to acquire said property; and

WHEREAS, the City Council deems it in the best interests of the general public's health, safety and welfare for the City to acquire said real estate; and

WHEREAS, the City of Pekin is a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
OF PEKIN, ILLINOIS:**

SECTION I. That the recitals set forth above are part a material part of this Ordinance.

SECTION II. That the City of Pekin purchase from Robert S. Orr, not personally but as Trustee under Trust Agreement dated March 18, 1979, and known as L. A. Orr Family Land Trust #1, the following described real estate, to-wit:

A tract of land being part of the East Half of the Northeast Quarter of Section 13, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, and being more particularly described as follows:

Commencing at the Southeast corner of the Northeast Quarter of said Section 13; thence North 88 degrees 03 minutes 25 seconds West, (bearings are assumed for the purpose of description only) along the South line of the Northeast Quarter of said Section 13, a distance of 746.69 feet to the Point of Beginning; thence continuing North 88 degrees 03 minutes 25 seconds West, along said South line, a distance of 586.47 feet to the Southwest corner of the East Half of the Northeast Quarter of said Section 13; thence North 04 degrees 27 minutes 11 seconds East, along the West line of the East Half of the Northeast Quarter of said Section 13, a distance of 135.55 feet; thence South 88 degrees 06 minutes 14 seconds East, a distance of 586.42 feet to the centerline of Mall Road; thence South 04 degrees 25 minutes 17 seconds West, along said centerline, a distance of 136.03 feet to the Point of Beginning and containing 79,555 square feet, more or less, or 1.826 acres, more or less, of which 15,555 square feet, more or less, or 0.357 acres, more or less, is in existing public road right of way.

PIN: 10-10-13-202-002

SECTION III. That the purchase price for said property shall not exceed \$18,260.00, and shall be on such terms and conditions as set forth in the Agreement attached hereto as Exhibit "A" and incorporated herein by reference thereto.

SECTION IV. That the City of Pekin, Tazewell County, Illinois, is a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

SECTION V. That said property shall be purchased for city purposes, to be used for development purposes, or any other needed use of the City of Pekin.

SECTION VI. That the consideration for said conveyance shall be paid by the City upon the approval of the conveyance papers by the Corporation Counsel of the City of Pekin.

SECTION VII. That the Mayor and City Clerk be and they are hereby empowered to execute the originals of the Agreement attached hereto as Exhibit "A" and such other appropriate documents upon approval of same by the Corporation Counsel of the City of Pekin.

SECTION VIII. All Ordinances or portions thereof in conflict with this Ordinance are hereby repealed.

SECTION IX. That this Ordinance shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this _____ day of _____, 2006; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2006.

MAYOR

ATTEST:

CITY CLERK

AGREEMENT

This Agreement is made this _____ day of _____, 2006, by and between CITY OF PEKIN, an Illinois municipal corporation (the City) and ROBERT S. ORR, not personally but as TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 18, 1979, AND KNOWN AS L. A. ORR FAMILY LAND TRUST #1 (the "Owner").

WHEREAS, the Owner is the owner of a certain parcel of property more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Acquisition Parcel"); and

WHEREAS, the City desires to acquire the Acquisition Parcel; and

WHEREAS, the City and the Owner desire to set forth their agreements regarding the Acquisition Parcel and related matters.

THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Owner shall convey the Acquisition Parcel to the City and shall execute the Trustee's Deed substantially in the form attached hereto as Exhibit "B" and incorporated herein by this reference.

2. Upon the acquisition of the Acquisition Parcel as described in Paragraph 1 of this Agreement, the City shall pay to the Owner the sum of \$18,260.00.

3. The closing shall be on or before 6:00 P.M. on September 11, 2006 or such other time as may be mutually agreed in writing. The closing shall be held at the office of the City's attorney, or such other place as the parties may agree.

4. Owner shall deliver possession at time of closing. If Owner does not give possession on the date provided for in this Contract, the City may seek possession by any means available in law or equity. Prior to possession, Owner shall remove all debris and personal property not sold to the City. If Owner fails to provide the City with possession on the day provided for in this Contract, the City will be entitled to collect damages upon the failure to provide possession.

5. Real estate taxes and any special service district taxes shall be prorated through (and including) the date of possession and a credit for same allowed the City. If the amount of the taxes is not then ascertainable, prorating shall be on the basis of the most current not taxable value of the property (current equalized assessed value, less all exemptions) times the most current tax rate. All exemptions shall extend to the benefit of the City. Special assessments which are a lien upon the real estate as of the date of

closing shall be Owner's expense and paid in full at closing or a credit for same allowed the City.

6. Owner shall be solely responsible for obtaining and paying for title insurance in the amount of the purchase price.

7. The City shall grant to the Owner one access location to the road to be constructed over the Acquisition Parcel, which access shall benefit the Owner's Parcel. Such access location shall be located at such location as mutually agreed upon by the Owner and the City. Owner shall not be precluded from seeking additional access locations pursuant to the then applicable requirements of the City and Tazewell County.

8. So long as the Owner's Parcel is being used as farm land, the City shall construct and maintain, to the boundary of the Acquisition Parcel, one field entrance to the Owner's Parcel as shown on the project drawings attached hereto as Exhibit "C" and incorporated herein by this reference.

9. Miscellaneous Provisions.

- (A) All covenants, agreements, representations and warranties of the parties contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives.
- (B) The laws of the State of Illinois shall govern the validity, interpretation and administration of this agreement.
- (C) This agreement supersedes any prior agreements and undertakings among the parties and represents the complete agreement of the parties.
- (D) Each party shall execute, acknowledge and deliver such additional documents, writings or assurances, including, without limitation, a memorandum of this agreement in recordable form, as any other party may periodically require so as to give full force and effect to this agreement.
- (E) The waiver by any party of any breach of this agreement, whether in a single instance or repeatedly, shall not be construed as a waiver of right under this agreement. Any waiver shall not constitute a waiver by such party to strictly adhere to this agreement nor is a waiver of any claim for damages or other remedy by reason of such breach.

The parties have executed this agreement on the date first written above.

CITY OF PEKIN, a municipal corporation

By: _____
Its: Mayor

ATTEST:

By: _____
Its: Clerk

OWNER:

L. A. ORR FAMILY LAND TRUST #1,

By _____
ROBERT S. ORR - Trustee

EXHIBIT "A"

A tract of land being part of the East Half of the Northeast Quarter of Section 13, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, and being more particularly described as follows:

Commencing at the Southeast corner of the Northeast Quarter of said Section 13; thence North 88 degrees 03 minutes 25 seconds West, (bearings are assumed for the purpose of description only) along the South line of the Northeast Quarter of said Section 13, a distance of 746.69 feet to the Point of Beginning; thence continuing North 88 degrees 03 minutes 25 seconds West, along said South line, a distance of 586.47 feet to the Southwest corner of the East Half of the Northeast Quarter of said Section 13; thence North 04 degrees 27 minutes 11 seconds East, along the West line of the East Half of the Northeast Quarter of said Section 13, a distance of 135.55 feet; thence South 88 degrees 06 minutes 14 seconds East, a distance of 586.42 feet to the centerline of Mall Road; thence South 04 degrees 25 minutes 17 seconds West, along said centerline, a distance of 136.03 feet to the Point of Beginning and containing 79,555 square feet, more or less, or 1.826 acres, more or less, of which 15,555 square feet, more or less, or 0.357 acres, more or less, is in existing public road right of way.

PIN: 10-10-13-202-002

EXHIBIT "B"

TRUSTEE'S DEED

THIS INDENTURE WITNESSETH, that the Grantor, ROBERT S. ORR, not personally but as TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 18, 1979, AND KNOWN AS L. A. ORR FAMILY LAND TRUST #1, for and in consideration of the sum of EIGHTEEN THOUSAND TWO HUNDRED SIXTY (\$18,260.00) DOLLARS and other good and valuable consideration, CONVEYS AND QUIT-CLAIMS to CITY OF PEKIN, an Illinois Municipal Corporation, the following described real estate, to-wit:

A tract of land being part of the East Half of the Northeast Quarter of Section 13, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, and being more particularly described as follows:

Commencing at the Southeast corner of the Northeast Quarter of said Section 13; thence North 88 degrees 03 minutes 25 seconds West, (bearings are assumed for the purpose of description only) along the South line of the Northeast Quarter of said Section 13, a distance of 746.69 feet to the Point of Beginning; thence continuing North 88 degrees 03 minutes 25 seconds West, along said South line, a distance of 586.47 feet to the Southwest corner of the East Half of the Northeast Quarter of said Section 13; thence North 04 degrees 27 minutes 11 seconds East, along the West line of the East Half of the Northeast Quarter of said Section 13, a distance of 135.55 feet; thence South 88 degrees 06 minutes 14 seconds East, a distance of 586.42 feet to the centerline of Mall Road; thence South 04 degrees 25 minutes 17 seconds West, along said centerline, a distance of 136.03 feet to the Point of Beginning and containing 79,555 square feet, more or less, or 1.826 acres, more or less, of which 15,555 square feet, more or less, or 0.357 acres, more or less, is in existing public road right of way.

PIN: 10-10-13-202-002

SUBJECT TO general real estate taxes for the year 2005, payable in 2006, and all years subsequent thereto.

SUBJECT TO valid covenants, easements and restrictions of record.

SUBJECT TO the rights of the public, the State of Illinois and the municipality in and to that part of the land, if any, taken or used for road purposes.

SUBJECT TO rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.

DATED this _____ day of _____, 2006.

ROBERT S. ORR - Trustee

STATE OF ILLINOIS)
) S.S.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public in and for said County and State aforesaid, Do Hereby Certify That ROBERT S. ORR, not personally but as Trustee aforesaid, 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 he signed, sealed and delivered said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 2006.

Notary Public

EXEMPT UNDER 35 ILCS 200/31-45(b)

Mail Tax Statements To:
City of Pekin
111 S. Capitol Street
Pekin, IL 61554

This Instrument Prepared By:
Patrick E. Oberle
Elliff, Keyser, Oberle & Dancey, P.C.
109 S. Fourth Street
Pekin, IL 61555-0873

EXHIBIT "C"

DIRECTIVE

TO: ROBERT S. ORR, TRUSTEE
UNDER TRUST AGREEMENT
DATED MARCH 18, 1979, AND KNOWN AS
L. A. ORR FAMILY LAND TRUST #1

The undersigned, being all of the beneficiaries of the above trust, do hereby authorize and direct you to execute the original Agreement with the City of Pekin, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference thereto.

DATED: _____, 2006

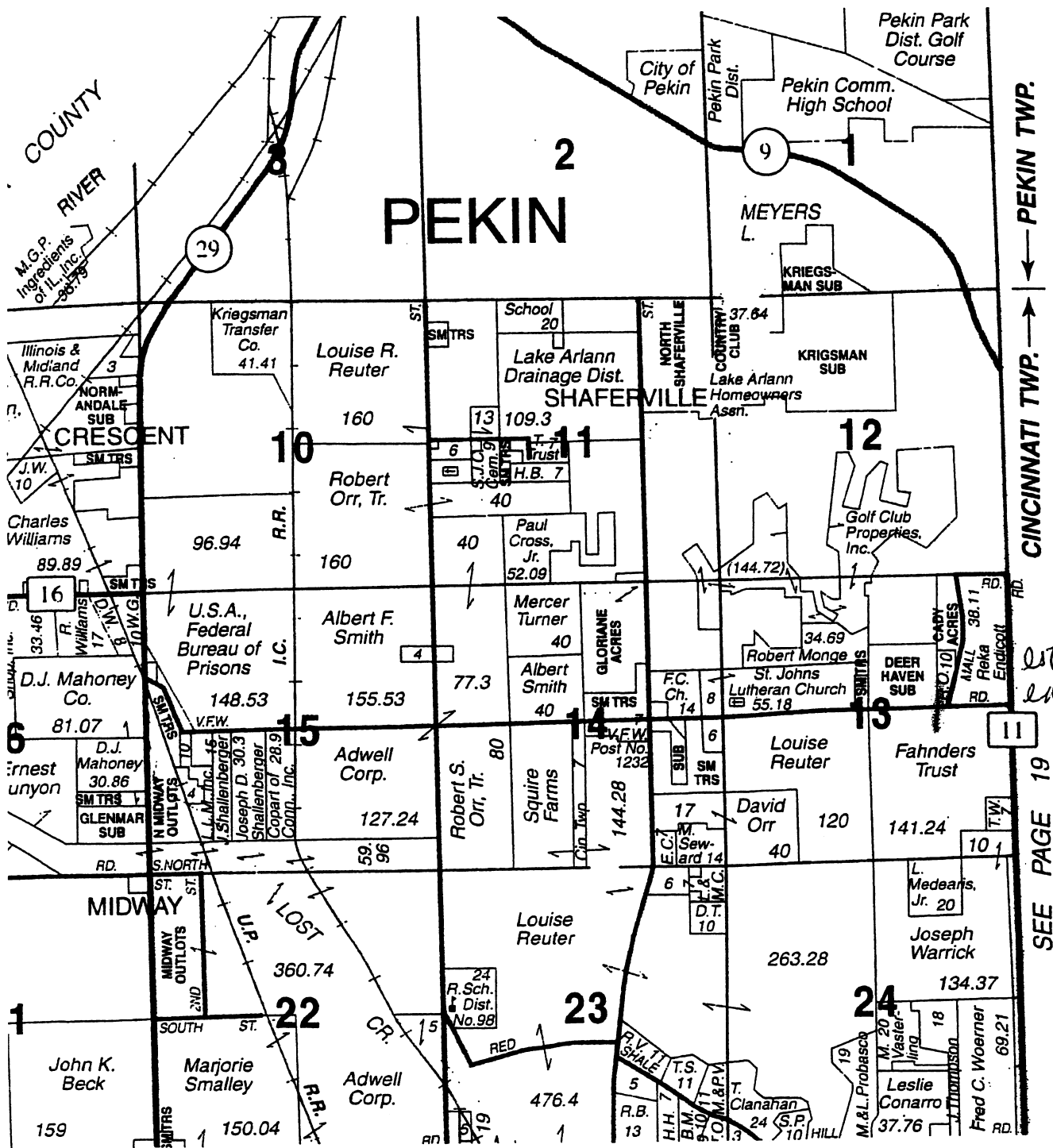
ROBERT S. ORR

DAVID R. ORR

LARRY L. ORR

STEVEN S. ORR

EXHIBIT "C"



RESOLUTION NO. 161-06/07

WHEREAS, the City Council of the City of Pekin Illinois has taken action to submit a 2006 U.S. Department of Commerce Economic Development Administration application, and

WHEREAS, receipt of economic development assistance is imperative to enable the City of Pekin to extend its infrastructure to meet the needs of expanding Riverway Business Park and

WHEREAS, criteria of the Economic Development Administration are such that financial participation by the city is requested in conjunction with Economic Development Program funds, and

WHEREAS, the City of Pekin has the capacity to commit and inject local funds sufficient to match and supplement the funds as requested through the Economic Development Program Application. Said funding shall be committed from the General Fund and/or Motor Fuel Tax Fund.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Pekin does hereby appropriate funds for use in conjunction with the Economic Development Program funds, such funds to equal 50 percent (\$1,174,000) of the estimated total project cost of (\$2,348,000) or such additional funds as may be needed to complete the project.

PASSED AND APPROVED at its regular City Council Meeting,

held on the 10th day of July, 2006.

Mayor

IN WITNESS THERE OF

City Clerk

