



City of Pekin

AGENDA

SPECIAL COUNCIL MEETING OF THURSDAY, JUNE 14, 2007

5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Clerk to Call the Roll

Council Member Dunn attending by electronic means

IV. APPROVAL OF AGENDA

ACTION: Motion to approve the meeting agenda

VOTE REQUIRED

V. NEW BUSINESS

1. Purchase of Electric Power Agreement

(DK)

DESCRIPTION: Affirm the Acceptance of a power sale agreement brokered through Sempra Energy Solutions, LLC. for City Property through December 2008.

ACTION: Motion to enter into an agreement to purchase electric power.

VOTE REQUIRED

2. Right of Way Agreement with James W. Farrell and Susan R. Farrell Trust

(JW)

DESCRIPTION: Agreement for ROW acquisition at corner of Broadway and Parkway.

ACTION: Motion to approve a Right of Way Agreement in the amount of \$28,000.00.

VOTE REQUIRED

3. Right of Way Agreement with DTHC Properties Land Trust

(JW)

DESCRIPTION: Agreement for ROW acquisition at corner of Broadway and Parkway.

ACTION: Motion to approve a Right of Way Agreement in the amount of \$2100.00 for Parcel A 1 And \$4,400.00 for Parcel A 2.

VOTE REQUIRED

VI. ADJOURNMENT

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

NO VOTE REQUIRED

NOTICE

Council Member Rusty Dunn will be attending the special meeting of June 14, 2007 at 5:30 p.m. by Provisions of the City Code for Electronic Attendance

ELECTRICITY SALE AND PURCHASE AGREEMENT

For Seller's Use Only	
Trade Date	
Seller's ID	

THIS AGREEMENT is made by and between Sempra Energy Solutions LLC ("Seller") and City Of Pekin, Illinois ("Buyer"), referred to collectively as the "Parties" and each individually as a "Party." As of May 31, 2007 (the "Effective Date") the Parties agree as follows:

SCOPE AND TERM In accordance with this Agreement including its General Terms and Conditions, set forth in Exhibit A, Seller will sell and cause to be delivered, and Buyer will accept and pay for Electricity delivered at the Delivery Points. This Agreement shall be in effect as of the Effective Date through the End Date and shall continue in effect from month to month thereafter until terminated by either party upon (30) days written notice.

DELIVERY PERIOD The Delivery Period for this Transaction shall be from Meter Read Date July 2007 (the "Start Date") through December 31, 2008 (the "End Date").

PRODUCT Index Price, Fixed Volume – MISO. Contract Prices for Electricity include each component identified in the table set forth below that is indicated by an [X], which are referred to collectively as "Electricity."

PRODUCT			
☒	Electric Energy	☐	Distribution/Transmission Losses
☐	Ancillary Services*	☐	Capacity (Module E)
☐	ISO/QSE/SC Charges and Fees	☐	Fees required to comply with state mandated renewable portfolio standards

*Ancillary Services include Schedules 1, 2, 3, 5, 6, 10, 10-FERC and 11; Day 2 charges are not included which comprise, but are not limited to the following: Net Inadvertent Distribution, Revenue Neutrality Uplift, or Revenue Sufficiency Guarantee.

DELIVERY POINT

NERC Region	Market Area	Delivery Point
SERC	MISO	AMRN-CILCO

PRICE Buyer shall pay the Contract Price (in USD per MWh), equal to the Index Price plus Index Premium (both in \$/MWh), for Buyer's monthly usage. When applicable in the Product section of this Addendum, Seller shall invoice Buyer for (a) the Network Transmission Price for Buyer's Network Transmission Obligation; (b) the Ancillary Services Price for Buyer's Ancillary Services Obligation; and/or (c) the Capacity Price for Buyer's Capacity Obligation as set forth below. Contract Price includes only the components set forth in the Product table, above. Buyer shall be responsible for all other charges, which shall be passed through directly to Buyer. Capacity charges are based on historical capacity reserve margin rates. In the event of changes in such rates, protocols, and/or operations that cause additional costs to Seller, Seller may pass through such additional costs to Buyer.

Contract Price						
Index and Location	Source	Reference	Index Premium (in \$/MWh)	Network Transmission Price (in US\$MW Month)	Ancillary Services Price (in US\$MW Month)	Capacity Price (in US\$/MW Day)
MISO Day Ahead Locational Marginal Price for the Delivery Point	Midwest ISO	www.midwestiso.org	\$5.00	N/A	N/A	N/A

CONTRACT QUANTITY Seller shall service 100% of Buyer's Electricity requirements at Buyer's Facilities set forth in Exhibit B.

The Contract Price relates to the Contract Quantities at (choose one) ☒ the Delivery Point ☐ Buyer's Meter				
Electric Energy				
Month	Hourly On Peak Contract Quantity (MW)	Hourly Off Peak Contract Quantity (MW)	Capacity and Ancillary Services Obligation (MW)	Network Transmission Obligation (MW)
January	0.5	0.4	0.6	0.6
February	0.5	0.4	0.6	0.6
March	0.4	0.3	0.5	0.5
April	0.4	0.3	0.6	0.6
May	0.4	0.3	0.5	0.5
June	0.4	0.2	0.5	0.5
July	0.4	0.3	0.5	0.5
August	0.3	0.2	0.5	0.5
September	0.4	0.3	0.7	0.7

October	0.4	0.3	0.6	0.6
November	0.5	0.4	0.7	0.7
December	0.5	0.4	0.6	0.6

MONTHLY BILLING SETTLEMENT. Seller shall invoice Buyer each month in an amount equal to the Contract Price multiplied by the Contract Quantity set forth above for each hour of delivery:

Excess Quantity: If Buyer's metered usage (expressed in MWh) during any hour of delivery exceeds the Contract Quantity (the "Excess Quantity"), Buyer shall reimburse Seller for this Excess Quantity at the market energy price during that hour of excess usage plus related delivery costs, as assessed or defined by either the RTO controlling the area where Buyer's Facilities are located or Buyer's Utility tariff, whichever is applicable, plus three dollar(s) (\$3.00) per MWh.

Deficit Quantity: If Buyer's metered usage (expressed in MWh) during any hour of delivery is less than the Contract Quantity as set forth below (the "Deficit Quantity," calculated by subtracting Buyer's metered quantity from Buyer's Contract Quantity), Seller shall credit Buyer's account by an amount equal to the Deficit Quantity multiplied by the market energy price during that hour of deficit usage as assessed or defined by either the RTO controlling the area where Buyer's Facilities are located or Buyer's Utility tariff, whichever is applicable.

CUSTOMER REPRESENTATIVE. ☒ If the foregoing box is marked with an X, Buyer hereby acknowledges and understands that a third party customer representative has been used for this transaction and all compensation paid to the customer representative by Seller will be included in the Contract Price.

This Agreement is subject to the Schedule(s) identified below and that are attached hereto:
N/A

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement as of the Effective Date and agree to be bound by its terms and conditions.

SEMPRA ENERGY SOLUTIONS LLC

CITY OF PEKIN, ILLINOIS

By: _____

By: _____

Title: _____

Title: _____

1. SERVICE OBLIGATIONS

(a) Upon receipt of an executed Agreement from Buyer and an accepted enrollment request and active switch date from Buyer's Local Utility, Seller will deliver or cause a third party to deliver Buyer's Electricity requirements to the Delivery Point. Costs and expenses incurred by Seller as a result of a delayed or unsuccessful enrollment of Buyer as Seller's customer will be Buyer's sole responsibility provided that the delay or failure is not a direct result of any action or inaction by Seller. Buyer represents to Seller that it can and will be enrolled on the Start Date for the purchase and receipt of Electricity.

(b) Buyer will comply with all notices from Buyer's Local Utility that require reduction or interruption of Electricity usage at Buyer's Facility, and indemnify, defend, and hold Seller harmless from any claims, penalties, charges or expenses, attorneys' fees and disbursements caused by Buyer's failure to so comply.

2. BILLING, PAYMENT AND CREDIT

(a) Seller will calculate monthly invoices based upon Buyer's actual usage, if known, or estimate any amounts, usage or other information that is unknown at the time of invoicing. Seller will periodically adjust future invoices to reflect actual settlement and usage information as it is received by Seller.

(b) Seller shall transmit invoices to Buyer via fax or email on the date of invoice. Invoices are due and payable without Set-off on the tenth (10th) day following the date of invoice. All past due payments shall bear the Interest Rate from the due date.

(c) If there is a good faith dispute regarding an invoice, Buyer will pay the undisputed amount and confer with Seller to resolve the disputed amount. The disputed amount will not accrue interest until ten (10) days after the dispute is resolved or forty-five days after the dispute arose, whichever is earlier.

(d) If Seller has reasonable grounds for insecurity regarding the performance, whether or not then due, of any obligation of Buyer under this Agreement or any Transaction (including on account of the occurrence of a material change in Buyer's creditworthiness or occurrence of any Breach or Default), Seller may demand reasonable additional security in an amount determined by Seller in a commercially reasonable manner. If Buyer does not provide such additional security within three (3) days of such request, Seller may declare Buyer in Default in accordance with the Default and Termination provisions of this Agreement. In the event that security is provided in the form of cash collateral, Buyer shall be deemed to have granted Seller a continuing first priority security interest in, lien on, and right of set-off against such collateral.

3. LIMITATION OF LIABILITY & WARRANTIES

As between the Parties, title and control of Electricity will be deemed held by Seller until the Electricity is delivered to the Delivery Point, and by Buyer after such Electricity has been delivered to the Delivery Point. Neither Party shall be liable to the other for any indirect, special, consequential, punitive or exemplary damages arising out of or related to this Agreement, whether based on contract, tort or otherwise, and each Party releases the other from any such liability, even if during the term hereof they advise the other of the possibility of such damages. NEITHER PARTY GIVES NOR RECEIVES ANY WARRANTY REGARDING ELECTRICITY SALE, PURCHASE OR DELIVERY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, EXCEPT AS PROVIDED IN THIS AGREEMENT. SELLER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF ELECTRICITY FOR A PARTICULAR PURPOSE OR USE. ALL OBLIGATIONS HEREIN ARE OBLIGATIONS OF THE PARTIES ONLY, AND NO RECOURSE WILL BE AVAILABLE AGAINST A PARTY'S EMPLOYEE, OFFICER, DIRECTOR, SHAREHOLDER, MEMBER, PARTNER, OR AFFILIATE.

4. FORCE MAJEURE

If either Party experiences a Force Majeure, such Party will promptly notify the other, and confirm in writing within a reasonable time thereafter, notice of a reasonably detailed description of the nature and estimated duration of the Force Majeure event. Except for Buyer's obligation to pay Seller for Electricity delivered prior to such event, each Party's physical obligations will then be suspended to the extent, and for the duration, of the claiming Party's inability to perform due to Force Majeure. The cause of inability to perform will be remedied with all reasonable dispatch. If the duration of the Force Majeure exceeds twenty (20) days, the Party not claiming Force Majeure may terminate the affected portions of this Agreement upon ten (10) days written notice. Any termination due to Force Majeure will not be subject to an Early Termination Payment.

5. DEFAULT

(a) If a Default shall have occurred and be continuing, the non-defaulting Party shall have the right to do either or both of the following: (i) suspend its performance hereunder and/or (ii) designate a date upon which this Agreement will terminate and accelerate and liquidate all amounts owing and other remaining obligations of the Parties hereunder into a single net amount as of such date ("Early Termination Date") in accordance with the provisions set forth in the following paragraph.

(b) The non-defaulting Party shall calculate in a commercially reasonable manner a Settlement Amount as of the Early Termination Date. The non-defaulting Party shall aggregate the Settlement Amount with the Additional Termination Amounts Owed, so that such amounts shall be netted out to a single amount (the "Termination Payment") payable by one Party to the other. The Termination Payment shall be due to or due from the non-defaulting Party as appropriate and payable within three (3) Business Days after receipt of a Termination Payment invoice.

(c) If the defaulting Party would be owed the Termination Payment, the non-defaulting Party shall be entitled, at its option and in its discretion, to set-off against such Termination Payment any amounts which the defaulting Party owes to the non-defaulting Party (whether under this Agreement or otherwise).

(d) Any pre-existing unresolved claims or disputes by either Party that are arising out of, or related to this Agreement will survive termination of this Agreement and will be resolved in accordance with the terms and conditions of this Agreement. All indemnity, confidentiality, warranty and unperformed obligations will survive termination of this Agreement.

6. REPRESENTATIONS AND WARRANTIES

Each Party represents to the other that: (a) it validly exists and is financially able to continue its business; (b) it has not filed, does not plan to file, or had any bankruptcy proceeding filed against it; (c) executing this Agreement has been duly authorized and is a valid and enforceable obligation; (d) it is not subject to any commitment that may interfere with the delivery of Electricity under this Agreement, and (e) no discussion, materials or information provided in connection herewith shall be deemed to be free from error. Buyer represents to Seller that: (a) Buyer will not resell, or purchase for its own consumption, Electricity to/from Buyer's Local Utility or other party for any of Buyer's Facilities during the Delivery Period; (b) information concerning Buyer's Facilities (including load factors, rate classes and schedules, time of use, and service) is true and correct when furnished to Seller to the best of Buyer's information and belief; (c) Buyer has control over Buyer's Facilities; (d) the account information listed for Buyer's Facilities is for Buyer's own account(s) with Buyer's Local Utility (e) Buyer shall operate its facilities consistent with Buyer's Baseline; and (f) Buyer enters all transactions related to this Agreement at its sole election in the exercise of its independent judgment without duress. Buyer assumes any risk associated with such transactions, including any information or assumptions used or relied on in finalizing this Agreement; (g) Seller does not act as Buyer's advisor, expert, fiduciary, representative or consultant. Seller has advised Buyer that no such relationship exists or should be relied upon, and that Buyer is solely responsible for its obligations hereunder regardless of the information provided by Seller.

7. CHANGES IN CIRCUMSTANCES

- (a) If a Change in Law occurs after the Effective Date that results in new or modified fees, costs or other charges being incurred by Seller and/or other market participants, then any such costs or charges incurred by Seller and reasonably attributable to this Agreement may be passed through to Buyer.
- (b) If Buyer closes, or materially changes its operations at, any Buyer Facility, Buyer shall give Seller prior written notice and shall be responsible to Seller for any costs incurred by Seller arising from Buyer's reduced or increased Electricity consumption at such Buyer Facility associated with such change. Seller shall use commercially reasonable efforts to mitigate any such costs after receipt of such notice.

8. DEFINITIONS

- (a) "Additional Termination Amounts Owed" means an amount calculated by netting (i) any amounts due to the defaulting Party under this Agreement upon termination (other than amounts included in the Settlement Amount) against (ii) any amounts due to the non-defaulting Party under this Agreement upon termination (other than amounts included in the Settlement Amount).
- (b) "Agreement" means this Electricity Sales and Purchase Agreement, including all Exhibits Amendments, and Schedules that are incorporated by reference as part of this Agreement.
- (c) "Base Price" means the applicable electricity prices during the settlement interval of delivery as determined by: (a) the RTO controlling the Delivery Point location, or, (b) the applicable costs assessed by Buyer's Local Utility, plus all costs to deliver Electricity to the Delivery Point, plus five dollars (\$5.00) per MWh.
- (d) "Breach" means: (a) failure to make payment when due under this Agreement; (b) failure to perform any material obligation under this Agreement; or (c) failure to comply with its representations and warranties set forth in this Agreement.
- (e) "Buyer's Baseline" means, the information provided by Buyer used in establishing this Transaction, including the stipulated MWh usage set forth in the Contract Quantity table of this Agreement.
- (f) "Buyer's Facilities" means the account(s) associated with the ESI IDs identified in Exhibit B.
- (g) "Buyer's Local Utility" means the electric distribution utility responsible for the service territory where Buyer's Facility is located.
- (h) "Change in Law" means revisions in, implementation of, amendments to, or revised interpretation of any Laws affecting this Agreement, including but not limited to, Laws relating to approved or anticipated rates, meter classifications or profiles, tariffs, taxes, charges, fees, credit requirements or assessments as to retail electricity market rules, licensing, supply, generation, congestion zones, transmission or delivery of electric power and energy.
- (i) "Contract Price" means the price per MWh set forth in this Agreement.
- (j) "Costs" means, with respect to the non-defaulting Party only, brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace the terminated Transaction; and all reasonable attorneys' fees and expenses incurred by the non-defaulting Party in connection with enforcing its rights under this Agreement in the event of termination.
- (k) "Default" means: (a) a Party's failure to cure its Breach within five (5) days after receiving notice of a Breach by the non-breaching Party, (b) a Party (i) makes an assignment or any general arrangement for the benefit of creditors; or (ii) files a petition or otherwise commences, authorizes or acquiesces to the commencement of a proceeding or cause of action with respect to it under any bankruptcy proceeding or similar Laws for the protection of creditors, or have a petition filed against it; or (iii) otherwise becomes insolvent; (c) a Party's failure to provide security in accordance with clause (d) of the Billing, Payment and Credit section above; or (d) any Default under any other agreement with the other Party.
- (l) "Delivery Point" means the physical point set forth in the Transaction at which Seller delivers, or causes to deliver, Electricity to Buyer.
- (m) "Electricity" means electric energy (expressed in MWh) and the related products and services that are identified in the Transaction.
- (n) "Force Majeure" means events beyond the control of a Party to the extent they prevent that Party from performing its physical obligations under this Agreement that could not have been reasonably anticipated at the time the Agreement was entered into, and which the Party claiming Force Majeure is unable to avoid or prevent through the exercise of due diligence. A Force Majeure claim may not be based on: (i) Buyer's inability to economically use or dispose of Electricity purchased under this Agreement; (ii) Buyer's election to close or materially curtail or discontinue operation of Buyer's Facilities due to economic circumstance; or (iii) Seller's ability to sell the Electricity at a price greater than the Contract Price.
- (o) "Gains" means, with respect to a Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of this Agreement, determined in a commercially reasonable manner.
- (p) "Interest Rate" means three percent (3%) per annum over the prime-lending rate as published in *The Wall Street Journal* under "Money Rates", compounded semi-annually; provided that, the Interest Rate may never exceed the maximum rate permitted by Law.
- (q) "Law" means any (i) constitution, charter, statute, ordinance, code, rule, regulation, tariff or other legislative or administrative action of any governmental entity, including, any related court decision, or (ii) rules, protocols, policies and procedures promulgated by a distribution utility, transmission provider or power RTO governing the area in which Buyer's Facilities are located.
- (r) "Losses" means, with respect to a Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from termination of this Agreement, determined in a commercially reasonable manner.
- (s) "MWh" means a Megawatt-hour of Electricity.
- (t) "Off-Peak Hours" means hours not defined as On-Peak Hours.
- (u) "On-Peak Hours" means hours determined to be "on peak" by Buyer's regional reliability council of the North American Electric Reliability Council, or any successor entity, governing the area in which Buyer's Facilities are located.
- (v) "RTO" means a power pool, independent system operator, transmission provider, or Buyer's Local Utility acting as the grid manager, or any comparable entity that provides system management and oversight for Electricity delivered to Buyer's Facilities.
- (w) "Set-off" means, without limitation, offset, combination of accounts, netting, right of retention or withholding, or comparable right to which a Party is entitled (whether under this or other agreements, Law, or otherwise) that is or imposed on, the other Party.
- (x) "Settlement Amount" means, with respect to this Agreement and the non-defaulting Party, the Losses or Gains, and Costs, which such Party incurs as a result of the termination of this Agreement pursuant to the Default and Termination section above.
- (y) "Transaction" means all of the commercial terms, including at a minimum, the price, term, quantity, delivery point, settlement provisions and the product description, set forth in this Agreement necessary to create binding obligations between the Parties with respect to the purchase and sale of Electricity.

9. MISCELLANEOUS

- (a) Capitalized terms used in this Agreement have the meanings set forth in this Agreement or Addenda. When the singular number is used, it is deemed to include the plural and vice versa. This Agreement will be interpreted pursuant to, and performance governed by, the Law of the state in

Exhibit A - General Terms and Conditions

which Buyer's Facilities that are most affected by the dispute are located, excluding any Law that directs the application of the Law of any other jurisdiction.

(b) This Agreement is strictly confidential and shall not be disclosed by a Party except as required by law or government authority without the prior written consent of the other Party.

(c) Unless otherwise specified herein, any notice or communication under this Agreement must be in writing and will be deemed given when sent by express mail or receipt-confirmed fax, addressed as provided in Exhibit B.

(d) This Agreement is the complete understanding between the Parties and cannot be modified or supplemented except in a writing signed by both Parties.

(e) A Party may assign this Agreement without approval of the other Party to: (a) a successor acquiring a majority of the assigning Party's shares or assets, whether by merger or acquisition, or (b) any wholly-owned subsidiary or parent of the assigning Party; so long as there is no material change in the creditworthiness of the successor. In all other circumstances any assignment requires thirty (30) days written notice and shall be subject to prior written approval by the non-assigning Party, which approval shall not be unreasonably withheld. All assignments shall be made subject to the approved successor's written acceptance of the terms of this Agreement, unless otherwise agreed to in writing by the non-assigning Party.

(f) The prevailing Party in any dispute related to this Agreement, will be entitled to recover reasonable attorney fees and costs and direct out-of-pocket costs associated with the dispute from the other Party that are incurred by the prevailing Party.

(g) A waiver by either Party of any obligation by the other Party shall be in writing, and will not be considered a waiver of any future obligation, whether similar or different in character.

(h) This Agreement does not give rights enforceable by any person or entity not a Party to this Agreement. If any provision of this Agreement is found to be illegal or unenforceable, the provision will be stricken and the remainder of the Agreement will remain in full force and effect to the extent not inconsistent with its original intent.

(i) This Agreement shall constitute a "forward contract" under the U.S. Bankruptcy Code.

(j) This Agreement may be signed in counterparts, each of which will constitute an original and together will constitute one and the same Agreement. If a Party executes a copy of this Agreement and faxes such to the other Party, the copy received shall be deemed for all legal purposes to be an original executed by the transmitting Party.

(k) The Parties acknowledge and understand that the terms and conditions set forth in this Agreement shall not be deemed accepted by a Party unless such Party has duly executed this Agreement. In addition, Buyer acknowledges that Seller's acceptance of this Agreement will be subject to Buyer meeting Seller's credit requirements as determined by Seller in its sole discretion. Seller's form of Credit Application is set forth as Exhibit C, attached.

(l) The Transaction and Exhibits are incorporated by reference as part of this Agreement. If there is a conflict between terms and conditions within these documents, the order of precedence will be: (a) the Transaction; (b) Exhibit A; and (c) Exhibit B.

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Exhibit B – Account and Notice Information

BUYER'S FACILITIES

	Account #	Meter #	Address	City	Zip Code	Utility
1	84443-48575	86189488	3232 Court St	Pekin	61554	Ameren CILCO
2	96430-40572	90130693	1130 Koch St	Pekin	61554	Ameren CILCO
3	87837-83934	56016925	272 Derby St	Pekin	61554	Ameren CILCO
4	33382-77052	80230627	1130 Koch St Unit A	Pekin	61554	Ameren CILCO
5	68464-64811	58066318	1130 Koch St Unit B	Pekin	61554	Ameren CILCO
6	06711-04012	76988741	99 Caroline St	Pekin	61554	Ameren CILCO
7	08732-80001	87259323	235 White Pine Trail	Pekin	61554	Ameren CILCO
8	12123-43006	55993313	911 Brenkman Dr	Pekin	61554	Ameren CILCO
9	15791-45017	74552759	99 Fayette St	Pekin	61554	Ameren CILCO
10	20671-32017	74487882	98 Court St	Pekin	61554	Ameren CILCO
11	31448-64017	83157380	805 East Shore Dr	Pekin	61554	Ameren CILCO
12	41109-03001	03892395	1508 Edgewater Dr	Pekin	61554	Ameren CILCO
13	42705-36008	17154251	801 Sheridan Rd	Pekin	61554	Ameren CILCO
14	42769-98006	64806820	1901 El Camino Dr	Pekin	61554	Ameren CILCO
15	43926-62006	18032383	2500 S 2nd St	Pekin	61554	Ameren CILCO
16	54030-11008	70366690	110 State Unit FT	Pekin	61554	Ameren CILCO
17	58977-75007	01812046	1802 Oakwood Dr	Pekin	61554	Ameren CILCO
18	71791-13009	54784052	2120 Susan Hope Unit LIFT	Pekin	61554	Ameren CILCO
19	85868-86009	41612817	2 Cape Ct	Pekin	61554	Ameren CILCO
20	86920-21001	70151231	1831 Winged Foot Dr	Pekin	61554	Ameren CILCO
21	89547-02001	04990132	2804 S 14th St	Pekin	61554	Ameren CILCO
22	33466-88094	89544128	1140 Koch St Unit SLTDM	Pekin	61554	Ameren CILCO
23	97864-32174	54784059	1208 Koch St	Pekin	61554	Ameren CILCO
24	74922-59028	83022495	225 Hanna Dr	Pekin	61554	Ameren CILCO
25	68070-23210	95252777	2504 S 2nd St	Pekin	61554	Ameren CILCO
26	97200-46000	02707568	606 S Front St	Pekin	61554	Ameren CILCO
27	86784-55853	32250642	407 Ann Eliza St	Pekin	61554	Ameren CILCO
28	12773-82172	05683372	121 N Front St	Pekin	61554	Ameren CILCO
29	75925-05054	80230074	111 S Capitol St	Pekin	61554	Ameren CILCO
30	75582-66893	52824464	310 Margaret St	Pekin	61554	Ameren CILCO
31	21488-75212	74475808	1987 N 8th St	Pekin	61554	Ameren CILCO
32	09032-80970	52824478	316 Margaret St	Pekin	61554	Ameren CILCO
33	08093-81450	24947892	1411 Elmgrove Tw	Pekin	61554	Ameren CILCO
34	13362-35692	02044101	13918 Airport Ln	Pekin	61554	Ameren CILCO
35	38806-70332	02044180	13906 Airport Ln Unit B	Pekin	61554	Ameren CILCO
36	83594-77854	47092781	13906 Airport Ln Unit A	Pekin	61554	Ameren CILCO
37	74888-40175	25914774	95 Court St (june 8, 2006)	Pekin	61554	Ameren CILCO
38	37057-17005	06387314	606 S. Front	Pekin	61554	Ameren CILCO
39	78746-31295	04576208	215 Enterprise	Pekin	61554	Ameren CILCO

METERING Buyer will ensure that all meters and related equipment (including telemetry and telephonic connections) at Buyer's Facility satisfy Buyer's Local Utility requirements and are sufficient for Seller to perform its obligations under this Agreement.

ACCOUNT INFORMATION Buyer represents that the account information listed above is for Buyer's own account(s) with Buyer's Local Utility. Buyer acknowledges that Seller will rely on the accuracy of the account information listed above in performing its obligations under this Agreement.

Exhibit B – Account and Notice Information

APPOINTMENT Buyer appoints Seller as its Competitive Supplier for the Account Numbers listed above. As Buyer's Competitive Supplier, Seller is authorized to obtain Buyer's credit and historical usage information, enroll customer's Accounts at Buyer's Local Utility, schedule the delivery of Electricity, receive actual usage data, and invoice Buyer.

NOTICE AND CONTACT INFORMATION

Sempra Energy Solutions LLC	City of Pekin, Illinois
101 Ash Street, HQ09	111 South Capitol St
San Diego, CA 92101	Pekin, IL 61554
ATTN: Legal Department	ATTN:
Phone: (619) 696-3129	Phone:
Fax: (619) 696-3050	Fax:
Bank: Union Bank of California	Email:
ABA Routing #122000496	Invoices to: (Same as above)
Acct.#0700497437	
DT&E License # CS038	
Sales Representative: Chip Martin	
For questions regarding an invoice, please call toll free: 1-877-2Sempra or 1-877-273-6772	

Buyer's Initials_____



Confidential Credit Application

Attention: Ryan Paros
Phone: (619) 696-3192
Fax: (619) 696-3101
Email: rparos@semprasolutions.com

Sempra Energy Solutions, LLC
101 Ash Street, HQ 09
San Diego, CA 92101-3017

The preceding information is submitted for the purpose of obtaining credit from Sempra Energy Solutions, LLC for business purposes. The undersigned warrants that the information contained in this application and any additional information submitted is accurate and complete. I hereby authorize my bank or banks and other creditors to release credit information concerning my checking and borrowing accounts to Sempra Energy Solutions, LLC.

All invoices paid after the due date will be assessed a late payment service charge of the maximum allowed by contract or applicable by law. In the event the applicant becomes delinquent in the payment of invoices the applicant agrees to reimburse the company for all collection costs, legal fees and court costs, unless prohibited by law, that are incurred in the collection process.

Printed Name _____ Title _____
Signature _____ Date _____
Salesperson's name _____ Phone _____

Sempra Energy Solutions, LLC is not the same company as the utility, SDG&E or SoCalGas, and the California Public Utilities Commission does not regulate Sempra Energy Solutions, LLC.

Please provide the following information:

Company Information

Full Legal Business Name _____
DBA _____
Street Address _____
City, State & Zip Code _____
Telephone & Fax number _____

Duns Number (Required)

Tax exemption status No _____ Yes _____ (If yes, attach exemption certificate)
Tax ID or Social Security number _____
Please indicate: Proprietorship _____ Partnership _____ Corporation _____
Number of Years in Business _____
Average monthly utility bill* _____

(*Please attach most recent utility invoice - Required)

Banking Reference

Bank name _____
Bank address _____
Contact name _____ Account number _____
Phone number _____ Fax number _____

Largest Monthly Vendor

Name _____
Address _____
Contact name _____ Account number _____
Phone number _____ Fax number _____
Average Monthly Bill _____ Terms _____

Memo

To: City Council
From: Joseph W. Wuellner, P.E. - Public Works Director
CC: Denny Kief, Sue McMillan, & City Attorney
Date: June 12, 2007
Re: ROW Acquisition Agreements

Mayor & Council Members:

I would like to thank you for agreeing to the special council meeting on the 14th to address the two Right of Way (ROW) acquisition issues. I have been working on the acquisition of ROW for the Broadway – Parkway Intersection Improvements since February and it has been a long grueling process that I hope is finally completed.

We have had to slip this project several times due to not having all acquisitions completed and are in danger of another slip if these agreements are not approved at this meeting. A slip at this time will throw the project into construction next year which will really cause problems since that is the anticipated start of the Broadway Widening project.

The reason these are coming back to council is that there were changes necessary. On the Clanahan property, it was placed in a trust so all the documents needed to be revised to show the trust. On the Farrell property, there was a similar situation involving a trust plus issues with the signs and trees that would be impacted as a result of the project. These issues have been addressed and the agreement now reflects the all of the changes.

I am requesting that you approve these two agreements which will allow the project to stay on the present schedule of an August letting through IDOT and construction yet this year.

If you have any questions, please feel free to contact me.

Thanks,

Joe



REQUEST FOR COUNCIL ACTION

To: Council Members

CC: Dennis Kief, Sue McMillan, Angie Evans, & City Attorney

From: Joe Wuellner

AGENDA ITEM: Right of Way Agreement for Dr. Farrell for Broadway-Parkway Project.

AGENDA DATE REQUESTED: March 26, 2007

ACTION REQUESTED: Approval of the agreement to purchase right of way.

BACKGROUND: Project has been approved for construction and is set to bid this June. Improvements to the intersection will improve traffic flow and safety at this location.

FINANCIAL IMPACT: Land acquisition - \$28,000; ^{Replace} Move sign, extend parking lot, rework irrigation system - ~\$25,500
Not budgeted Take out of 445
\$40,000

NEIGHBORHOOD CONCERNS: No concerns expressed.

IMPACT IF APPROVED: Allow project to remain on schedule for bidding in June with construction this year.

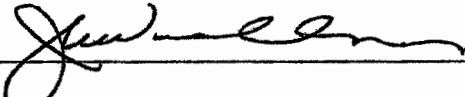
IMPACT IF DENIED: No improvements to current configuration of the intersection which has the second highest accident rate in town. Loss of funding from IDOT.

ALTERNATIVES: There are none for this location.

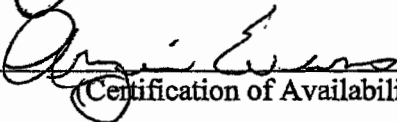
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation and Safe Community

REQUIRED SIGNATURES

Department Director


Date 3/21/07

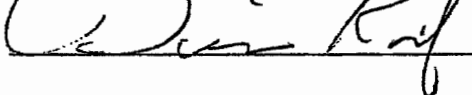
Finance Department


(Certification of Availability of Funds) Date 3-21-07

Corporation Counsel


(Certification of Review) Date

City Manager


Date 3/22/07

AGREEMENT

This Agreement is made this ___ day of June, 2007, by and between The CITY OF PEKIN, an Illinois municipal corporation (the "City") and JAMES W. FARRELL, (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 Owner is also the owner of a certain parcel of property more particularly described in Exhibit B attached hereto and incorporated herein by this reference (the "Easement Parcel"); and

WHEREAS, the City desires to acquire the Acquisition Parcel and to obtain a temporary construction easement on the Easement Parcel; and

WHEREAS, the City and the Owner desire to set forth their agreements regarding the Acquisition Parcel, the Easement 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 Warranty Deed substantially in the form attached hereto as Exhibit C and incorporated herein by this reference.
2. The Owner shall convey a temporary construction easement on the Easement Parcel to the City and shall execute the Temporary Construction Easement substantially in the form attached hereto as Exhibit D and incorporated herein by this reference. Said Temporary Construction Easement shall expire upon the completion of the Broadway / Parkway intersection expansion contemplated by the City.
3. Upon the acquisition of the Acquisition Parcel as described in Paragraph 1 and the grant of the easements as described in paragraph 2 of this Agreement, the City shall pay to the Owner the sum of \$28,000.00.
4. As a condition precedent, Owner shall deliver partial releases of mortgages from any and all mortgagees of the Acquisition Parcel substantially in the form attached hereto as Exhibit E.
5. The City shall, at the City's sole expense, cause the Owner's smaller "enter" signs to be removed and replaced using existing or new style signs to locations on Owner's property which are acceptable to the Owner and which are compatible with the Broadway Road/Parkway Drive intersection expansion contemplated by the City. Owner's large sign near the corner of the Broadway Road/Parkway Drive intersection shall be removed and replaced at the City's sole expense with a new sign at a location on Owner's property which is acceptable to the Owner and which is compatible with the Broadway Road/Parkway Drive intersection expansion contemplated by the City. The Owner's acceptance shall not be unreasonably withheld.

6. The City shall at the City's sole expense, cause the expansion of the Northwest corner of the Owner's parking lot by an area more or less four (4) feet wide and sixty (60) feet long. Work shall include seal coating remainder of Owner's lot and re-striping same to conform with new lot layout. The expansion of Owner's parking lot shall be in accordance with the Midwest Eye Care Parking Lot Improvements drawing prepared by Maurer-Stutz, Inc. dated March 29, 2007, attached hereto as Exhibit F.

7. The City shall at the City's sole expense, cause the Owners existing underground irrigation system to be relocated to a location on the Owner's property which is acceptable to the Owner and which is compatible with the Broadway Road/Parkway Drive intersection expansion contemplated by the City. The Owner's acceptance shall not be unreasonably withheld.

8. The City shall at the City's sole expense, replace all trees removed from Owner's property with trees of substantially similar size and species as is practicable.

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.
- (F) Any notice or other communication required or desired to be given hereunder shall be in writing and shall be given by personal delivery with a receipt requested, by overnight courier service or by United States mail, postage prepaid, certified or registered mail, return receipt requested; and addressed to the parties as follows, or as may be otherwise designated thereby in

writing; and shall be deemed given/delivered as follows: (a) if by personal delivery, upon delivery to the party addressed as shown below; (b) if by overnight courier service, one (1) business day after so sending; or (c) if mailed, two(2) business days after mailing as aforesaid:

If to City: Public Works Director
CITY OF PEKIN
111 S. Capitol
Pekin, Illinois 61554

With copies to: City Manager
CITY OF PEKIN
111 S. Capitol
Pekin, Illinois 61554

and

Elliff, Keyser, Oberle and Dancey, P.C.
109 S. Fourth Street
P0 Box 873
Pekin, Illinois 61555-0873

If to Owner: James W. Farrell
101 N. Parkway Drive
Pekin, Illinois 61554

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

THE CITY OF PEKIN,
a Municipal Corporation

JAMES W. FARRELL

By: _____
Its Mayor

ATTEST:

By: _____
Its Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JAMES W. FARRELL, 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 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 June, 2007.

Notary Public

Owner Susan R. Farrell Trust,
James W. Farrell, as Trustee
Route 6761/6711
Section 00-00164-00-SP
County Tazewell
Project No. HS-M-6761(002)
Job No. C-94-115-01
Parcel No. Lots 56 & 57
P.I.N. No. 04-04-36-326-022
Sta.
Sta.

RECORDER'S USE

TRUSTEE'S DEED
(NON-FREEWAY)

Know all men by these presents: That James W. Farrell as Trustee and known as _____, the Grantor in the exercise of the power in this behalf conferred upon the Trustee by a deed in trust from Trust of Susan R. Farrell dated 12/26/2002 and recorded in Tazewell County, Illinois, in consideration of One (\$1.00) Dollars in hand paid, receipt of which is hereby acknowledged, grants, conveys and warrants to the People of the City of Pekin, the Grantee the following described real estate, situated in County of Tazewell and State of Illinois, to-wit:

See Attached Legal Description

The Grantor, without limiting the interest above granted and conveyed, does hereby acknowledge that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the above-described premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or its agents which may cause damage to the Grantor's remaining property.

IN WITNESS WHEREOF, the Grantor has hereunder set his/her hand and Seal this ____ day
of _____, _____.

By: _____
Signature

James W. Farrell

Print Name, Trustee

State of Illinois)
) ss.
County of Tazewell)

I, _____, a Notary Public, in and for said County and State aforesaid,
do hereby certify that _____
who is (are), personally known to me to be the same person (persons), whose name (names) is
(are) subscribed to the foregoing instrument, appeared before me this day in person and
acknowledged that he (she) (they) signed, sealed and delivered the said instrument as his (hers)
(their) free and voluntary act, for the uses and purposes therein set forth.

Signed before me _____.

Notary Public

Exempt under provision of Paragraph B, Section 31-45, Real Estate Transfer Law.

Date

Regional Engineer

This instrument was prepared by and return to:

City of Pekin
111 s. Capitol St.
Pekin, IL 61554

Owner James W. Farrell
Route 6761/6711
Section 00-00164-00-SP
County Tazewell
Project No. HS-M-6761(002)
Job No. C-94-115-01
Parcel No. Lots 56 & 57
P.I.N. No. 04-04-36-326-022
Sta.
Sta.

RECORDER'S USE

WARRANTY DEED
(NON-FREEWAY)

THE GRANTOR, James W. Farrell, 101 N. Parkway, of the City of Pekin, County of Tazewell and State of Illinois for and in consideration of Twenty-eight Thousand Dollars (\$28,000.00), in hand paid CONVEYS and WARRANTS to the PEOPLE of the City of Pekin, Grantee, the following described Real Estate, to-wit:

See Attached Legal Description

situated in the County of Tazewell and State of Illinois, hereby releasing and waiving all right under and by virtue of the Homestead Exemption Laws of the State.

The Grantor, without limiting the interest above granted and conveyed, does hereby acknowledge that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the above-described premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

IN WITNESS WHEREOF, the Grantor has set his hand and Seal, this _____ day of _____,

By: _____

Signature

Print Name

State of Illinois)
) ss.
County of Tazewell)

I, _____, a Notary Public, in and for said County and State aforesaid, do hereby certify that _____, who is (are) personally known to me to be the same person (persons) whose name is (names are) subscribed to the foregoing instrument, did appear before me this day in person and acknowledged that he (she) (they) signed, sealed and delivered the said instrument as his (her) (their) free and voluntary act for the uses and purposes therein set forth.

Signed before me on _____.

Notary Public

Exempt under provision of Paragraph B, Section 31-45, Real Estate Transfer Law.

Date

Regional Engineer

This instrument was prepared by and return to:

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

Owner James W. Farrell & Susan
R. Farrell Trust
Route 6761/6711
Section 00-00164-00-SP
County Tazewell
Project No. HS-M-6761 (002)
Job No. C-94-115-01
Parcel No. Lots 56 & 57
P.I.N. No. 04-04-36-326-022
Sta.
Sta.

RECORDER'S USE

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE WITNESSETH, That the Grantor James W. Farrell & James W. Farrell, as Trustee, Susan R. Farrell Trust, dated 12/26/2002, 101 Parkway, of the City of Pekin, County of Tazewell and State of Illinois for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid, the receipt of which is hereby acknowledged, hereby represent that he owns the fee simple title to and does by these presents grants the right, easement and privilege to enter upon the following described land unto the City of Pekin, for the purpose of street work:

See Attached Legal Description

The right, easement and privilege granted herein shall terminate on the _____ day of _____, or on the completion of the proposed project, whichever is the sooner.

The Grantor, without limiting the interest above granted and conveyed, does hereby acknowledge that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the above-described premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

IN WITNESS WHEREOF, the Grantor has hereunder set its hand and Seal this _____ day of _____, _____.

By: _____	By: _____
Signature	Signature
James W. Farrell, Individually	James W. Farrell, as Trustee
Print Name	Print Name

State of Illinois)
) ss.
County of Tazewell)

I, _____, a Notary Public, in and for said County and State aforesaid,
do hereby certify that _____
who is (are), personally known to me to be the same person (persons), whose name (names) is (are)
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he
(she) (they) signed, sealed and delivered the said instrument as his (hers) (their) free and voluntary act, for
the uses and purposes therein set forth.

Signed before me on _____.

Notary Public

Exempt under provision of Paragraph B, Section 31-45, Real Estate Transfer Law.

Date

Regional Engineer

This instrument was prepared by and return to:

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

CITY OF PEKIN, ILLINOIS

LOT 58

N 89°-23'-43" E

7.84

N 4°-53'-59" E

42.57

N 0°-02'-24" W

94.53

N 27°-30'-17" E

15.11

N 58°-47'-17" E

18.39

N 83°-02'-26" E

24.71

N 89°-27'-36" E

67.04

N 0°-53'-17" W

13.29

S 89°-22'-36" W

126.89

S 0°-22'-44" W

200.03

S 89°-22'-36" W

313.50

N 1/4 COR

SEC 1-24-5

N 1/4 COR

SEC 1-24-5

LOT 1 IN NW 1/4 SEC. 1

3RD. P.M.

LOT 1 IN NW 1/4 SEC. 1

3RD. P.M.

LOT 1 IN NW 1/4 SEC. 1

3RD. P.M.

LOT 1 IN NW 1/4 SEC. 1

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LOT 1 IN NW 1/4 SEC. 1

3RD. P.M.

LOT 1 IN NW 1/4 SEC. 1

3RD. P.M.

LOT 1 IN NW 1/4 SEC. 1

3RD. P.M.

LOT 1 IN NW 1/4 SEC. 1

3RD. P.M.

LOT 1 IN NW 1/4 SEC. 1

3RD. P.M.

LOT 1 IN NW 1/4 SEC. 1

3RD. P.M.

JAMES W. FARRELL

101 PARKWAY DRIVE

PEKIN, ILLINOIS 61554

04-04-36-326-022

AREA = 4008 SQ.FT. ± OR 0.092 ACRES ±
(DOES NOT INCLUDE EXISTING R.O.W.)

NOTES:

BEARINGS ARE ASSUMED FOR
DESCRIPTION PURPOSES ONLY.

LEGEND

—R— DEED LINE

--- PROPOSED RIGHT OF WAY

P.O.B. POINT OF BEGINNING

() RECORD DATA

--- NOT TO SCALE

S. LINE SW 1/4 SEC 36-25-5

N 1/4 COR

SEC 1-24-5

N 1/4 COR

SEC 1-24-5

N 1/4 COR

SEC 1-24-5

N 1/4 COR

SEC 1-24-5

N 1/4 COR

SEC 1-24-5

N 1/4 COR

SEC 1-24-5

N 1/4 COR

SEC 1-24-5

N 1/4 COR

SEC 1-24-5

N 1/4 COR

SEC 1-24-5

N 1/4 COR

SEC 1-24-5

SCALE IN FEET



PART OF LOTS 56 AND 57 IN PARKWAY MANOR EXT. NO. 4, A SUBDIVISION
OF PART OF THE SW 1/4 OF SECTION 36 AND PART OF THE SW 1/4 OF
SECTION 36, ALL IN T 25 N, R 5 W OF THE 3RD. P.M. IN THE CITY OF
PEKIN, TAZEWELL COUNTY, ILLINOIS.

RIGHT OF WAY PLAT

F.A.U. ROUTE 6761 (BROADWAY STREET)

F.A.U. ROUTE 6711 (PARKWAY DRIVE)

SCALE: 1" = 60'

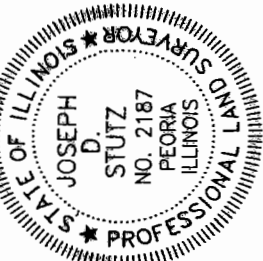
JOB NO. 231-00021

We, Maurer-Stutz, Inc., Professional Design Firm No. 184-000177, do hereby certify that
this is a true and correct representation of a survey made for the City of Pekin, Illinois.

Dated at Peoria, Illinois, this 29th day of March, 2007.

MAURER & STUTZ, INC.
ENGINEERS
SURVEYORS
7615 NORTH PARKER DRIVE
PEORIA, ILLINOIS 61615
PH (309) 693-7615
FAX (309) 693-7616

JOSEPH D. STUTZ
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2187
LICENSE EXPIRES: 11/30/2008



JAMES W. FARRELL
RIGHT OF WAY PARCEL
LEGAL DESCRIPTION

Part of Lots 56 and 57 in PARKWAY MANOR EXTENSION NO. FOUR, a subdivision of part of the Southwest Quarter of Section 36 and part of the Southwest Quarter of Section 36, all in Township 25 North, Range 5 West of the Third Principal Meridian in the City of Pekin, Tazewell County, Illinois, more particularly described as follows:

Commencing at the southwest corner of said Lot 56, said point also being the Point of Beginning of the Right of Way Parcel to be described:

From the Point of Beginning, thence North $0^{\circ}-53'-17''$ West (bearings assumed for description purposes only) along the westerly line of said Lot 56 a distance of 13.29 feet; thence North $89^{\circ}-27'-36''$ East 67.04 feet; thence North $83^{\circ}-02'-26''$ East 24.71 feet; thence North $58^{\circ}-47'-17''$ East 18.39 feet; thence North $27^{\circ}-30'-17''$ East 15.11 feet; thence North $6^{\circ}-22'-45''$ East 24.71 feet; thence North $0^{\circ}-02'-24''$ West 94.53 feet; thence $4^{\circ}-53'-59''$ East 42.57 feet to a point on the northerly line of said Lot 57; thence North $89^{\circ}-23'-43''$ East along said northerly line 7.84 feet to a point on the existing westerly right of way line of F.A.U. Route 6711 (Parkway Drive); thence South $0^{\circ}-22'-44''$ West along said right of way line 200.03 feet to the intersection of said westerly right of way line with the existing northerly right of way line of F.A.U. Route 6761 (Broadway Street); thence South $89^{\circ}-22'-36''$ West along the existing northerly right of way line 126.89 feet to the Point of Beginning.

Said Right of Way Parcel contains 4,008 square feet, more or less, or 0.092 acres, more or less.



MAURER & STUTZ, INC.
ENGINEERS & SURVEYORS
7615 NORTH MAURER DRIVE
PEORIA, ILLINOIS 61615
PH. (309) 693-7815
FAX (309) 693-7616

JOSEPH D. STUTZ
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2187
LICENSE EXPIRES: 11/30/2008

State of Illinois)
County of Peoria) SS

We, Maurer-Stutz, Inc., Professional Design Firm No. 184-000177, do hereby certify that this is a true and correct representation of a survey made for the City of Pekin, Illinois.

Dated at Peoria, Illinois, this 20th day of March, 2007.

TEMPORARY EASEMENT PLAT

PART OF LOTS 56 AND 57 IN PARKWAY MANOR EXT. NO. 4, A SUBDIVISION OF PART OF THE SW 1/4 OF SECTION 36 AND PART OF THE SW 1/4 OF SECTION 36, ALL IN T 25 N., R 5 W OF THE 3RD. P.M. IN THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS.

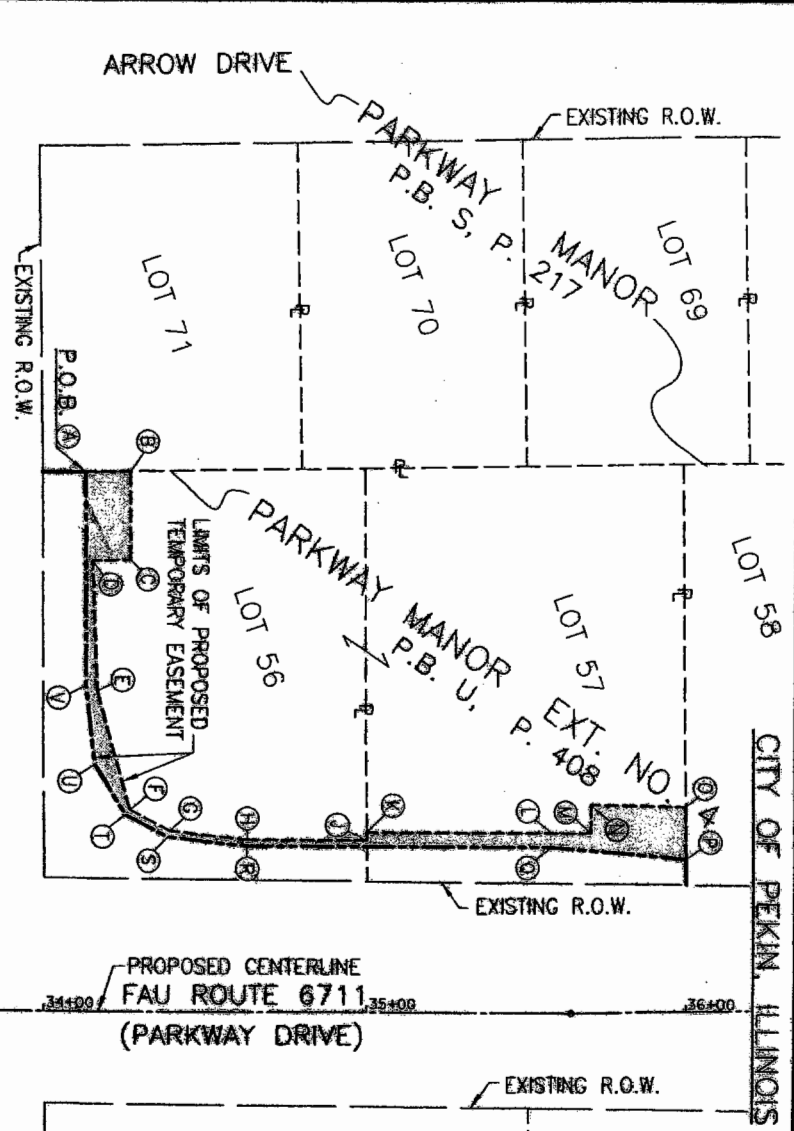
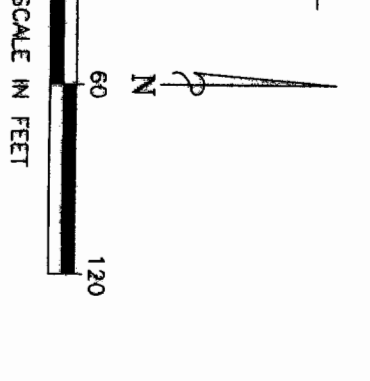
F.A.U. ROUTE 6761 (BROADWAY STREET)
F.A.U. ROUTE 6711 (PARKWAY DRIVE)
SCALE: 1" = 60'

CONSTRUCTION SECTION
00-00164-00-SP
JOB NO. 231-00021

LOT 1 IN NW 1/4 SEC. 1
T 24 N., R 5 W, 3RD. P.M.

S. LINE SW 1/4 SEC 36-25-5
S 89°-22' 36" W ~ 313.89' (313.50')

N 1/4 COR.
SEC 1-24-5



	STATION	OFFSET		STATION	OFFSET
A	88+31.84	42.50' LT.	M	35+70.99	56.88' LT.
B	88+31.75	56.50' LT.	N	35+71.19	64.78' LT.
C	88+59.55	56.50' LT.	O	36+00.94	63.59' LT.
D	88+59.55	44.65' LT.	P	36+00.82	47.20' LT.
E	89+00.46	46.19' LT.	Q	35+57.59	51.50' LT.
F	34+26.53	62.76' LT.	R	34+38.06	54.26' LT.
G	34+39.10	56.21' LT.	S	34+38.50	54.26' LT.
H	34+63.17	53.50' LT.	T	34+25.11	61.25' LT.
I	34+98.93	53.50' LT.	U	88+23.43	45.26' LT.
J	34+98.93	53.50' LT.	V	88+98.88	42.50' LT.
K	34+99.93	56.00' LT.			

AREA = 1626 SQ. FT. ± OR 0.037 ACRES ±

LEGEND

— DEED LINE

--- PROPOSED RIGHT OF WAY

--- PROPOSED TEMPORARY EASEMENT

() P.O.B. POINT OF BEGINNING

() RECORD DATA

— NOT TO SCALE

JAMES W. FARRELL
04-04-36-326-022

JAMES W. FARRELL
TEMPORARY EASEMENT

Part of Lots 56 and 57 in PARKWAY MANOR EXTENSION NO. FOUR, a subdivision of part of the Southwest Quarter of Section 36 and part of the Southwest Quarter of Section 36, all in Township 25 North, Range 5 West of the Third Principal Meridian in the City of Pekin, Tazewell County, Illinois, more particularly described as follows:

Beginning at the intersection of the northerly proposed right of way line of F.A.U. Route 6761 (marked Broadway Street) with the westerly line of said Lot 56, said intersection being 42.50 feet measured perpendicular north of the proposed centerline Station 88 + 31.84; thence northerly along said westerly line to a point 56.50 feet measured perpendicular north of said centerline Station 88 + 31.75; thence easterly to a point 56.50 feet measured perpendicular north of said centerline Station 88 + 59.55; thence southerly to a point 44.65 feet measured perpendicular north of said centerline Station 88 + 59.55; thence easterly to a point 46.19 feet measured perpendicular north of said centerline Station 89 + 00.46; thence northeasterly to a point 62.76 feet measured perpendicular west of the proposed centerline of F.A.U. Route 6711 (marked Parkway Drive) Station 34 + 26.53; thence northeasterly to a point 56.21 feet measured perpendicular west of said centerline Station 34 + 39.10; thence northerly to a point 53.50 feet measured perpendicular west of said centerline Station 34 + 63.17; thence northerly to a point 53.50 feet measured perpendicular west of said centerline Station 34 + 99.93; thence westerly to a point 56.00 feet measured perpendicular west of said centerline Station 34 + 99.93; thence northerly to a point 55.89 feet measured perpendicular west of said centerline Station 35 + 70.99; thence westerly to a point 64.78 feet measured perpendicular west of said centerline Station 35 + 71.19; thence northerly to a point on the northerly line of said Lot 57, said point being 63.59 feet measured perpendicular west of said centerline Station 36 + 00.94; thence easterly along said northerly line to the intersection of said northerly line with the westerly proposed right of way line of said Parkway Drive, said intersection being 47.20 feet measured perpendicular west of said centerline Station 36 + 00.82; thence southerly along said right of way line to a point 51.50 feet measured perpendicular west of said centerline Station 35 + 57.59; thence southerly continuing along said right of way line to a point 51.50 feet measured perpendicular west of said centerline Station 34 + 63.06; thence southerly continuing along said right of way line to a point 54.26 feet measured perpendicular west of said centerline Station 34 + 38.50; thence southwesterly along said right of way line to a point 61.25 feet measured perpendicular west of said centerline Station 34 + 25.11; thence southwesterly along said right of way line to a point 45.26 feet measured perpendicular north of said centerline of Broadway Street Station 89 + 23.43; thence westerly along said right of way line to a point 42.50 feet measured perpendicular north of said centerline Station 88 + 98.88; thence westerly along said right of way line to the Point of Beginning.

Said Temporary Easement contains 1626 square feet, more or less, or 0.037 acres, more or less.



REQUEST FOR COUNCIL ACTION

To: Council Members

CC: Dennis Kief, Sue McMillan, Angie Evans, & City Attorney

From: Joe Wuellner

AGENDA ITEM: Right of Way Agreement for Dr. Clanahan for Broadway-Parkway Project.

AGENDA DATE REQUESTED: March 26, 2007

ACTION REQUESTED: Approval of the agreement to purchase right of way.

BACKGROUND: Project has been approved for construction and is set to bid this June. Improvements to the intersection will improve traffic flow and safety at this location.

FINANCIAL IMPACT: Land acquisition - \$6,500; Move sign - ~\$1,500

Not budgeted Take out of 445

NEIGHBORHOOD CONCERNS: No concerns expressed.

IMPACT IF APPROVED: Allow project to remain on schedule for bidding in June with construction this year.

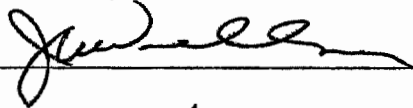
IMPACT IF DENIED: No improvements to current configuration of the intersection which has the second highest accident rate in town. Loss of funding from IDOT.

ALTERNATIVES: There are none for this location.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation and Safe Community

REQUIRED SIGNATURES

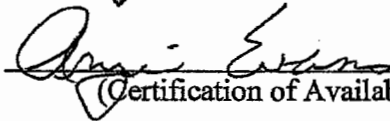
Department Director



3/21/07

Date

Finance Department


(Certification of Availability of Funds)

3-21-07

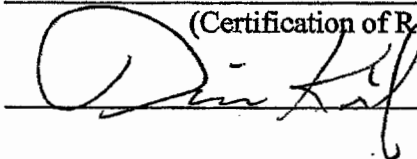
Date

Corporation Counsel

(Certification of Review)

Date

City Manager



3/22/07

Date

AGREEMENT

This Agreement is made this _____ day of _____, 2007, by and between The CITY OF PEKIN, an Illinois municipal corporation (the "City") and TODD H. CLANAHAN, (the "Owner").

WHEREAS, the Owner is the owner of a certain parcels of property more particularly described in Exhibits A1 and A2 attached hereto and incorporated herein by this reference (collectively the "Acquisition Parcels"); and

WHEREAS, the Owner is also the owner of a certain parcels of property more particularly described in Exhibits B1 and B2 attached hereto and incorporated herein by this reference (collectively the "Easement Parcels"); and

WHEREAS, the City desires to acquire the Acquisition Parcels and to obtain temporary construction easements on the Easement Parcels; and

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

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

1. The Owner shall convey the Acquisition Parcels to the City and shall execute the Warranty Deeds substantially in the form attached hereto as Exhibits C1 and C2 and incorporated herein by this reference.

2. The Owner shall convey temporary construction easements on the Easement Parcels to the City and shall execute the Temporary Construction Easements substantially in the form attached hereto as Exhibits D1 and D2 and incorporated herein by this reference. Said Temporary Construction Easements shall expire upon the completion of the Broadway / Parkway intersection expansion contemplated by the City.

3. Upon the acquisition of the Acquisition Parcels as described in Paragraph 1 and the grant of the easements as described in paragraph 2 of this Agreement, the City shall pay to the Owner the sum of \$6,5000.00 based on the following valuation of each Acquisition Parcel.

Acquisition Parcel A1 - \$2,100.00

Acquisition Parcel A2 - \$4,400.00

4. As a condition precedent, Owner shall deliver partial releases of mortgages from any and all mortgagees of the Acquisition Parcels substantially in the form attached hereto as Exhibits E1 and E2.

5. The City shall at the City's sole expense, cause the Owner's sign to be relocated to a

location on Owner's property which is acceptable to the Owner and which is compatible with the Broadway Road/Parkway Drive intersection expansion contemplated by the City. The Owner's acceptance shall not be unreasonably withheld.

6. 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.
- (F) Any notice or other communication required or desired to be given hereunder shall be in writing and shall be given by personal delivery with a receipt requested, by overnight courier service or by United States mail, postage prepaid, certified or registered mail, return receipt requested; and addressed to the parties as follows, or as may be otherwise designated thereby in writing; and shall be deemed given/delivered as follows: (a) if by personal delivery, upon delivery to the party addressed as shown below; (b) if by overnight courier service, one (1) business day after so sending; or (c) if mailed, two(2) business days after mailing as aforesaid:

If to City: Public Works Director
 CITY OF PEKIN
 111 S. Capitol
 Pekin, Illinois 61554

With copies to: City Manager
 CITY OF PEKIN

111 S. Capitol
Pekin, Illinois 61554

and

Elliff, Keyser, Oberle and Dancey, P.C.
109 S. Fourth Street
PO Box 873
Pekin, Illinois 61555-0873

If to Owner: Todd H. Clanahan
105 N. Parkway Drive
Pekin, Illinois 61554

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

THE CITY OF PEKIN,
a Municipal Corporation

TODD H. CLANAHAN

By: _____
Its Mayor

ATTEST:

By: _____
Its Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that TODD H. CLANAHAN, 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 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 _____, 2007.

Notary Public

**TODD H. CLANAHAN
RIGHT OF WAY PARCEL
LEGAL DESCRIPTION**

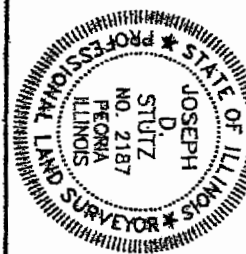
Part of Lots 99, 100 and 101 in PARKWAY MANOR EXT. NO. 7, a subdivision of part of the Southeast Quarter and the Southwest Quarter of Section 36 and part of the Southwest Quarter of Section 36, all in Township 25 North, Range 5 West of the Third Principal Meridian in the City of Pekin, Tazewell County, Illinois, more particularly described as follows:

Commencing at the southwest corner of said Lot 101, thence North $0^{\circ}-22'-44''$ East (bearings assumed for description purposes only) along the existing easterly right of way line of F.A.U. Route 6711 (Parkway Drive) 100.00 feet to the Point of Beginning of the Right of Way Parcel to be described:

From the Point of Beginning, thence continuing North $0^{\circ}-22'-44''$ East along said existing easterly right of way line of F.A.U. Route 6711 (Parkway Drive) 117.14 feet; thence North $0^{\circ}-53'-17''$ West continuing along said right of way line 86.32 feet; thence North $88^{\circ}-57'-59''$ East 1.29 feet; thence South $2^{\circ}-28'-20''$ East 202.56 feet; thence South $69^{\circ}-22'-38''$ West 9.48 feet to the Point of Beginning.

Said Right of Way Parcel contains 880 square feet, more or less, or 0.023 acres, more or less.

S:\231\23100021\2006\BOUNDARIES.dwg LAYOUT: CLANAHAN7

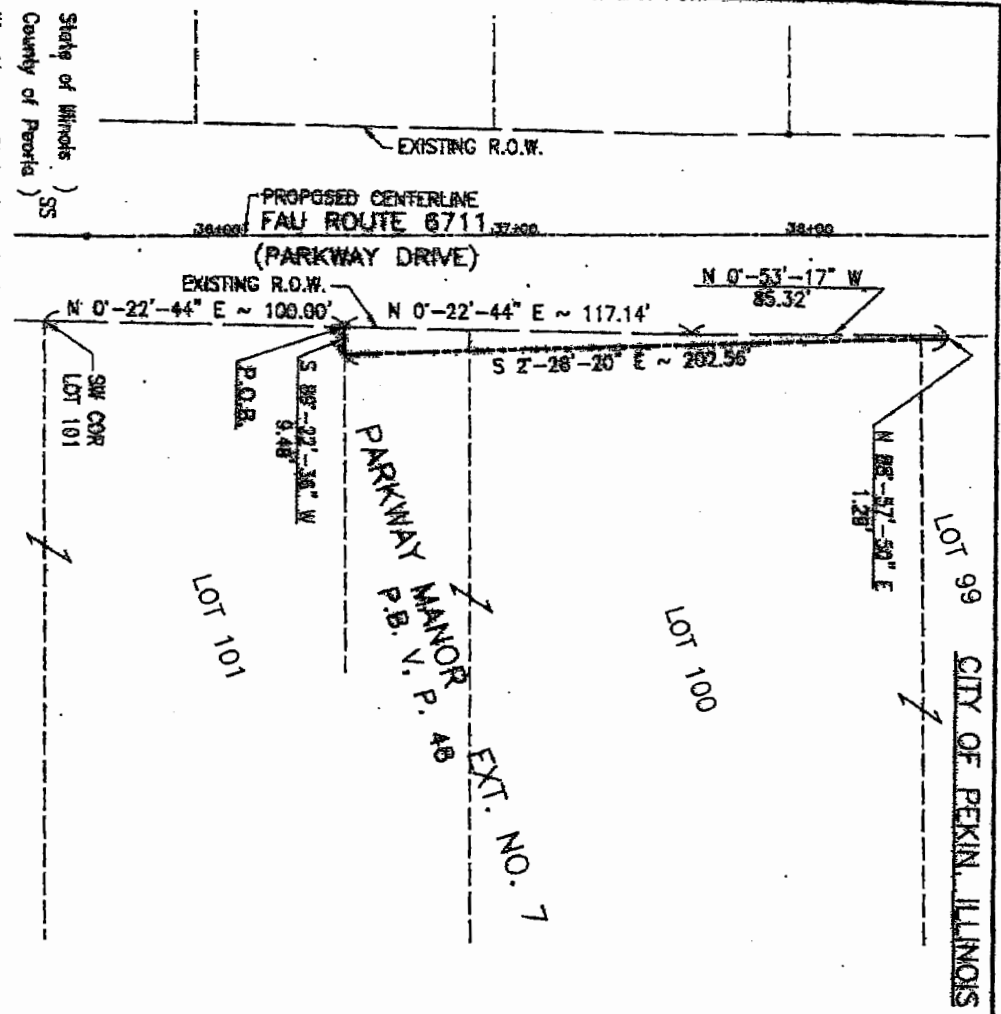


JOSEPH D. STUTZ, INC.
2015 NORTH LINCOLN AVE.
PEORIA, ILLINOIS 61613
TEL: (309) 684-7222
FAX: (309) 684-7444

Joseph D. Stutz
JOSEPH D. STUTZ
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2187
LICENSE EXPIRES: 11/30/2008

We, Maurer-Stutz, Inc., Professional Design Firm No. 184-000177, do hereby certify that this is a true and correct representation of a survey made for the City of Pekin, Illinois.

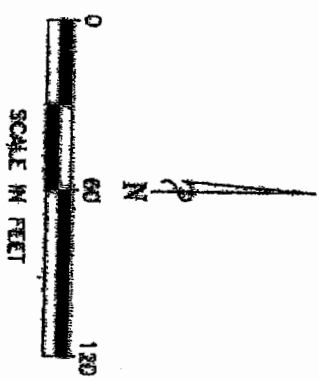
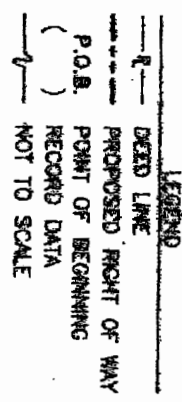
Dated at Peoria, Illinois, this 10th day of January, 2007.



TODD H. CLANAHAN
120 N. PARKWAY DRIVE
PEKIN, ILLINOIS 61554
04-04-36-328-002

AREA = 980.50 SQ. FT. ± OR 0.023 ACRES ±
(DOES NOT INCLUDE EXISTING R.O.W.)

NOTES:
BEARINGS ARE ASSUMED FOR DESCRIPTION PURPOSES ONLY.



RIGHT OF WAY PLAT

PART OF LOTS 99, 100 AND 101 IN PARKWAY MANOR EXT. NO. 7, A SUBDIVISION OF PART OF THE SE 1/4 AND THE SW 1/4 OF SECTION 36, AND PART OF THE SW 1/4 OF SECTION 36, ALL IN T 25 N, R 5 W OF THE 3RD. P.M. IN THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS.

FAU. ROUTE 6761 (BROADWAY STREET)
FAU. ROUTE 6711 (PARKWAY DRIVE)
SCALE: 1" = 60'
JANUARY, 2007

CONSTRUCTION SECTION
00-00164-00-SP
JOB NO. 231-00021

TODD H. CLANAHAN
RIGHT OF WAY PARCEL
LEGAL DESCRIPTION

Part of Lot 58 in PARKWAY MANOR EXTENSION NO. FOUR, a subdivision of part of the Southwest Quarter of Section 36, Township 25 North, Range 5 West of the Third Principal Meridian in the City of Pekin, Tazewell County, Illinois, more particularly described as follows:

Commencing at the southeast corner of said Lot 58, said point also being the Point of Beginning of the Right of Way Parcel to be described;

From the Point of Beginning, thence South $89^{\circ}-23'-43''$ West (bearings assumed for description purposes only) along the southerly line of said Lot 58, a distance of 7.84 feet; thence North $4^{\circ}-53'-59''$ East 92.42 feet; thence North $0^{\circ}-10'-03''$ East 8.00 feet to a point on the northerly line of said Lot 58; thence North $89^{\circ}-23'-43''$ East along said northerly line 0.63 feet to a point on the existing westerly right of way line of F.A.U. Route 6711 (Parkway Drive); thence South $0^{\circ}-22'-44''$ West along said right of way line 100.01 feet to the Point of Beginning.

Said Right of Way Parcel contains 391 square feet, more or less, or 0.009 acres, more or less.

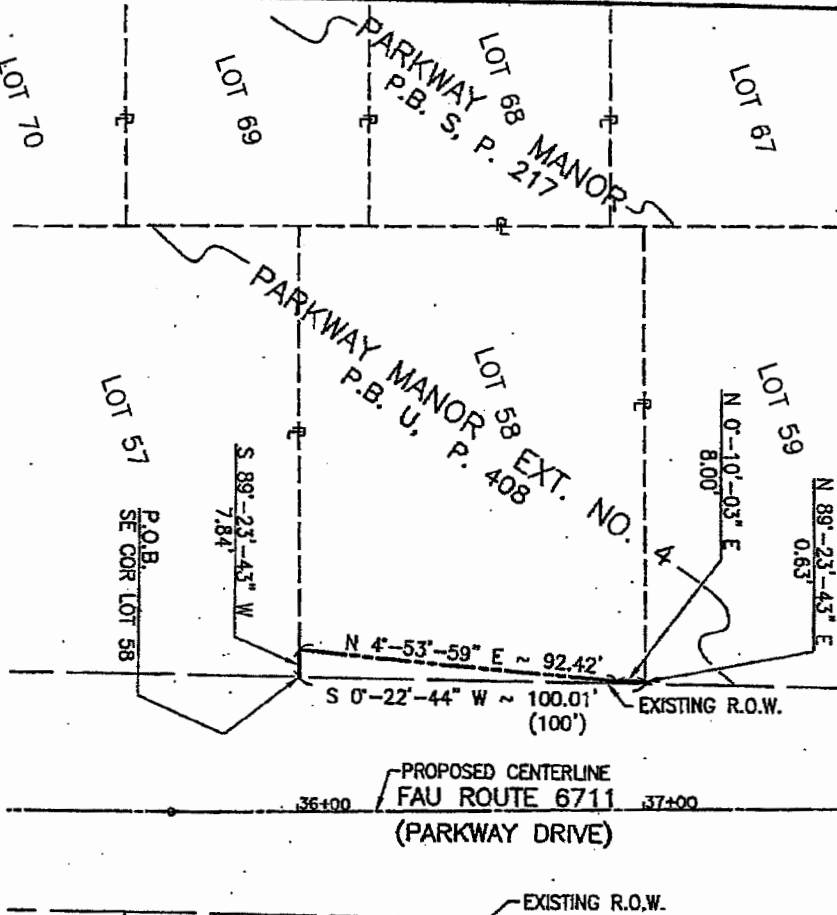
S:\231\23100021\RCW\2006\BOUNDARIES.dwg LAYOUT: CLANAHAN06

CITY OF PEKIN, ILLINOIS

TODD H. CLANAHAN

105 N. PARKWAY DRIVE
PEKIN, ILLINOIS 61554
04-04-36-326-017AREA = 391 SQ.FT. ± OR 0.009 ACRES ±
(DOES NOT INCLUDE EXISTING R.O.W.)**NOTES:**BEARINGS ARE ASSUMED FOR
DESCRIPTION PURPOSES ONLY.**LEGEND**

- DEED LINE
- PROPOSED RIGHT OF WAY
- () POINT OF BEGINNING
- () RECORD DATA
- NOT TO SCALE



State of Illinois)
County of Peoria) SS

LOT 70

LOT 69

LOT 68

LOT 59

LOT 58 EXT. NO.

LOT 57

P.O.B. SE COR LOT 58

N 89°-23'-43" E 0.63

N 0°-10'-03" E 8.00

S 89°-23'-43" W 7.84

N 4°-53'-59" E ~ 92.42'

S 0°-22'-44" W ~ 100.01' (100')

EXISTING R.O.W.

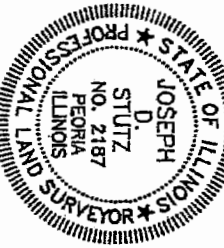
PROPOSED CENTERLINE
FAU ROUTE 6711
(PARKWAY DRIVE)

36+00 37+00

EXISTING R.O.W.

Dated at Peoria, Illinois, this 17th day of October, 2006.

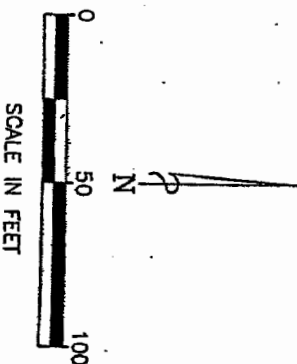
We, Maurer-Stutz, Inc., Professional Design Firm No. 184-000177, do hereby certify that this is a true and correct representation of a survey made for the City of Pekin, Illinois.



MAURER & STUTZ, INC.
ENGINEERS
SURVEYORS

7016 NORTH HARKER DRIVE
PEKIN, ILLINOIS 61554
PH (309) 683-7878
FAX (309) 683-7816

By: *Joseph D. Stutz*
JOSEPH D. STUTZ
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2187
LICENSE EXPIRES: 11/30/2006



SCALE IN FEET

PART OF LOT 58 IN PARKWAY MANOR EXT. NO. 4, A SUBDIVISION OF
PART OF THE SW 1/4 OF SECTION 36, T 25 N, R 5 W OF THE 3RD.
P.M. IN THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS.

RIGHT OF WAY PLAY

FAU ROUTE 6761 (BROADWAY STREET)
FAU ROUTE 6711 (PARKWAY DRIVE)
SCALE: 1" = 50'

CONSTRUCTION SECTION
00-00164-00-SP
JOB NO. 231-00021

TODD H. CLANAHAN
TEMPORARY EASEMENT

Part of Lots 99, 100 and 101 in PARKWAY MANOR EXTENSION No. 7, a subdivision of part of the Southeast Quarter and the Southwest Quarter of Section 36, Township 25 North, Range 5 West of the Third Principal Meridian in the city of Pekin, Tazewell County, Illinois, more particularly described as follows:

Beginning at the intersection of a line, said line being 100 feet north of and parallel with the south line of said Lot 101 as measured along the west line of said Lot 101, with the easterly proposed right of way line of F.A.U. Route 6711 (marked Parkway Drive) 41.35 feet measured perpendicular east of the proposed centerline Station 36 + 50.22; thence northerly continuing along said right of way to a point 36.27 feet measured perpendicular east of said centerline Station 38 + 52.71; thence westerly to a point on the easterly existing right of way line, said point 34.98 feet measured perpendicular east of said centerline Station 38 + 52.71; thence northerly along existing right of way line to a point 35.11 feet measured perpendicular east of said centerline Station 39 + 04.42; thence easterly to a point 63.32 feet measured perpendicular east of said centerline Station 39 + 04.47; thence southerly to a point 64.46 feet measured perpendicular east of said centerline Station 38 + 44.62; thence westerly to a point 40.98 feet measured perpendicular east of said centerline Station 38 + 44.51; thence southerly to a point 41.67 feet measured perpendicular east of said centerline Station 38 + 17.08; thence easterly to a point 50.68 feet measured perpendicular east of said centerline Station 38 + 17.30; thence southerly to a point 51.43 feet measured perpendicular east of said centerline Station 37 + 87.31; thence westerly to a point 42.42 feet measured perpendicular east of said centerline Station 37 + 87.09; thence southerly to a point 43.52 feet measured perpendicular east of said centerline Station 37 + 43.42; thence easterly to a point 57.84 feet measured perpendicular east of said centerline Station 37 + 43.62; thence southerly to a point 58.41 feet measured perpendicular east of said centerline Station 36 + 85.89; thence southwestwardly to a point 46.78 feet measured perpendicular east of said centerline Station 36 + 53.14; thence southerly to a point 45.85 feet measured perpendicular east of said centerline Station 36 + 50.19; thence westerly to the Point of Beginning.

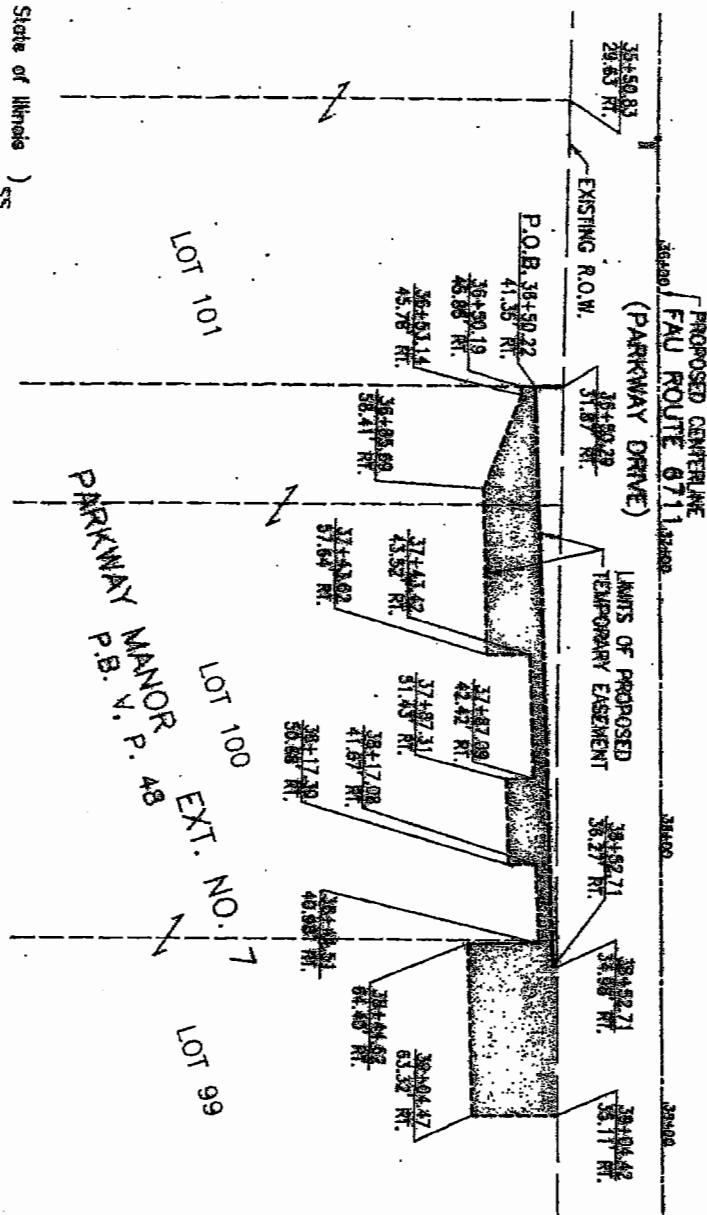
Said Temporary Easement contains 3676 square feet, more or less, or 0.083 acres, more or less.

CITY OF PEKIN, ILLINOIS

TODD H. CLANAHAN

04-04-36-328-002

AREA = 3676 SQ.FT. ± OR 0.089 ACRES ±



LEGEND

— R — DEED LINE

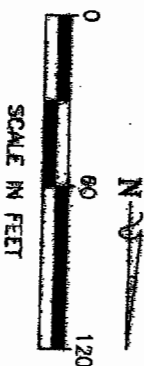
--- PROPOSED RIGHT OF WAY

--- PROPOSED TEMPORARY EASEMENT

() P.O.B. POINT OF BEGINNING

() RECORD DATA

— NOT TO SCALE



State of Illinois)
County of Peoria) SS

We, Mauer-Stutz, Inc., Professional Design Firm No. 184-000177, do hereby certify that this is a true and correct representation of a survey made for the City of Pekin, Illinois.

Dated at Peoria, Illinois, this 10th day of January, 2007.

PART OF LOTS 99, 100 AND 101 IN PARKWAY MANOR EXT. NO. 7, A SUBDIVISION OF PART OF THE SE 1/4 AND THE SW 1/4 OF SECTION 36, AND PART OF THE SW 1/4 OF SECTION 36, ALL IN T 25 N, R 5 W OF THE 3RD. P.M. IN THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS.

TEMPORARY EASEMENT PLAT

FAU, ROUTE 6761 (BROADWAY STREET)
FAU, ROUTE 6711 (PARKWAY DRIVE)
SCALE: 1" = 60'
JANUARY, 2007

CONSTRUCTION SECTION
00-00184-00-SP
JOB NO. 231-00021



MAUER-STUTZ, INC.
ENGINEERS
SURVEYORS

7616 NORTH HANCOCK DRIVE
PEORIA, ILLINOIS 61615
PH. (309) 692-2615
FAX (309) 692-7815

JOSEPH D. STUTZ
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2187
LICENSE EXPIRES: 11/30/2008

TODD H. CLANAHAN
TEMPORARY EASEMENT

Part of Lot 58 in PARKWAY MANOR EXTENSION NO. FOUR, a subdivision of part of the Southwest Quarter of Section 36, Township 25 North, Range 5 West of the Third Principal Meridian in the City of Pekin, Tazewell County, Illinois, more particularly described as follows:

Beginning at the intersection of the south line of said Lot 58 with the westerly proposed right of way line of F.A.U. Route 6711 (marked Parkway Drive) 47.20 feet measured perpendicular west of the proposed centerline Station 36 + 00.82 of said Parkway Drive; thence westerly along said south line to a point 53.08 feet measured perpendicular west of said centerline Station 36 + 00.87; thence northeasterly to a point on the north line of said Lot 58, said point being 42.70 feet measured perpendicular west of said centerline Station 37 + 00.79; thence easterly along said north line to the intersection of said north line with said proposed right of way line 37.52 feet measured perpendicular west of said centerline Station 37 + 00.75; thence southerly along said proposed right of way line to a point 37.64 feet measured perpendicular west of said centerline Station 36 + 92.75; thence southwesterly continuing along said proposed right of way line to the Point of Beginning.

Said Temporary Easement contains 585 square feet, more or less, or 0.013 acres, more or less.

CITY OF PEKIN, ILLINOIS

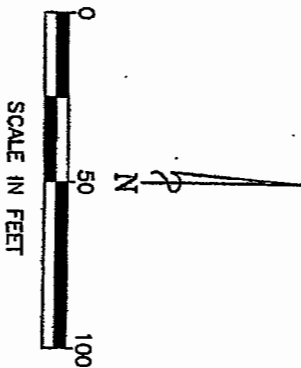
TODD H. CLANAHAN

04-04-36-326-017

AREA = 585 SQ.FT. ± OR 0.013 ACRES ±

LEGEND

- R— DEED LINE
- PROPOSED RIGHT OF WAY
- PROPOSED TEMPORARY EASEMENT
- () P.O.B. POINT OF BEGINNING
- () RECORD DATA
- NOT TO SCALE



PART OF LOT 58 IN PARKWAY MANOR EXT. NO. 4, A SUBDIVISION OF
PART OF THE SW 1/4 OF SECTION 36, T 25 N, R 5 W OF THE 3RD.
P.M. IN THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS.

TEMPORARY EASEMENT PLAT

FAU. ROUTE 6761 (BROADWAY STREET) CONSTRUCTION SECTION
FAU. ROUTE 6711 (PARKWAY DRIVE) 00-00164-00-SP
SCALE: 1" = 50' OCTOBER, 2006 JOB NO. 231-00021

State of Illinois)
County of Peoria) SS
We, Maurer-Stutz, Inc., Professional Design Firm No. 184-000177, do hereby certify that
this is a true and correct representation of a survey made for the City of Pekin, Illinois.
Dated at Peoria, Illinois, this 26th day of October, 2006.

MAURER-STUTZ, INC.
ENGINEERS SURVEYORS
7615 NORTH HANER DRIVE
PEORIA, ILLINOIS 61613
PH (309) 693-7613
FAX (309) 693-7616

By:

Joseph D. Stutz
JOSEPH D. STUTZ

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2187
LICENSE EXPIRES: 11/30/2006

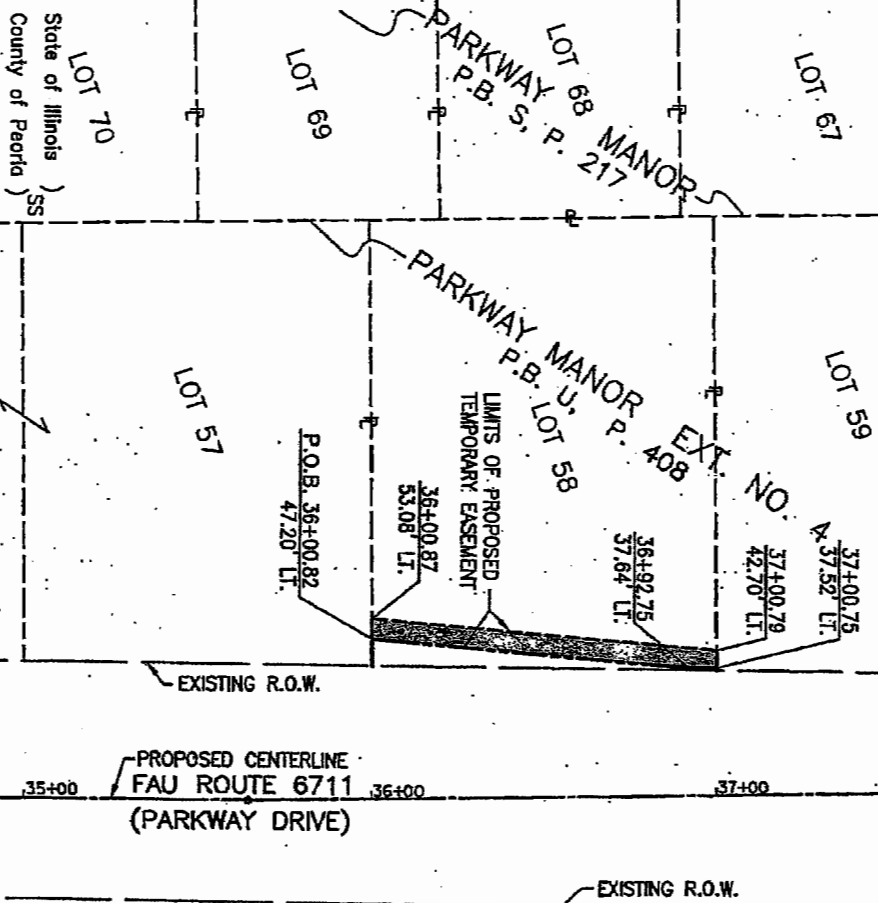


Exhibit C 1

327

Owner Todd H. Clanahan
Route 6761/6711
Section 00-00164-00-SP
County Tazewell
Project No. HS-M-6761(002)
Job No. C-94-115-01
Parcel No. Lot 100
P.I.N. No. 04-04-36-328-002
Sta.
Sta.

RECORDER'S USE

WARRANTY DEED
(NON-FREEWAY)

THE GRANTOR, Todd H. Clanahan, 105 N. Parkway, of the City of Pekin, County of Tazewell and State of Illinois for and in consideration of Four Thousand Four Hundred Dollars (\$4,400.00), in hand paid CONVEYS and WARRANTS to the PEOPLE of the STATE OF ILLINOIS, Department of Transportation, Grantee, the following described Real Estate, to-wit:

See Attached Legal Description

situated in the County of Tazewell and State of Illinois, hereby releasing and waiving all right under and by virtue of the Homestead Exemption Laws of the State.

The Grantor, without limiting the interest above granted and conveyed, does hereby acknowledge that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the above-described premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

IN WITNESS WHEREOF, the Grantor has set his hand and Seal, this _____ day of _____

By: _____

Signature

Print Name

State of Illinois)
) ss.
 County of Tazewell)

I, _____, a Notary Public, in and for said County and State aforesaid, do hereby certify that _____, who is (are) personally known to me to be the same person (persons) whose name is (names are) subscribed to the foregoing instrument, did appear before me this day in person and acknowledged that he (she) (they) signed, sealed and delivered the said instrument as his (her) (their) free and voluntary act for the uses and purposes therein set forth.

Signed before me on _____.

 Notary Public

Exempt under provision of Paragraph B, Section 31-45, Real Estate Transfer Law.

 Date

 Regional Engineer

This instrument was prepared by and return to:

**Illinois Department of Transportation
 401 Main St.
 Peoria, IL 61602-111**

Exhibit C 2

329

Owner Todd Clanahan
Route 6761/6711
Section 00-00164-00-SP
County Tazewell
Project No. HS-M-6761(002)
Job No. C-94-115-01
Parcel No. Lot 58
P.I.N. No. 04-04-36-326-017
Sta.
Sta.

RECORDER'S USE

WARRANTY DEED
(NON-FREEWAY)

THE GRANTOR, Todd Clanahan, 105 N. Parkway, of the City of Pekin, County of Tazewell and State of Illinois for and in consideration of Two Thousand One Hundred Dollars (\$2,100.00), in hand paid CONVEYS and WARRANTS to the PEOPLE of the STATE OF ILLINOIS, Department of Transportation, Grantee, the following described Real Estate, to-wit:

See Attached Legal Description

situated in the County of Tazewell and State of Illinois, hereby releasing and waiving all right under and by virtue of the Homestead Exemption Laws of the State.

The Grantor, without limiting the interest above granted and conveyed, does hereby acknowledge that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the above-described premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

IN WITNESS WHEREOF, the Grantor has set his hand and Seal, this _____ day of

By: _____

Signature

Print Name

State of Illinois)
) ss.
 County of Tazewell)

I, _____, a Notary Public, in and for said County and State aforesaid, do hereby certify that _____, who is (are) personally known to me to be the same person (persons) whose name is (names are) subscribed to the foregoing instrument, did appear before me this day in person and acknowledged that he (she) (they) signed, sealed and delivered the said instrument as his (her) (their) free and voluntary act for the uses and purposes therein set forth.

Signed before me on _____.

 Notary Public

Exempt under provision of Paragraph B, Section 31-45, Real Estate Transfer Law.

 Date

 Regional Engineer

This instrument was prepared by and return to:

**Illinois Department of Transportation
 401 Main St.
 Peoria, IL 61602-111**

Exhibit D 1

331

Owner Todd H. Clanahan
Route 6761/6711
Section 00-00164-00-SP
County Tazewell
Project No. HS-M-6761 (002)
Job No. C-94-115-01
Parcel No. Lot 100
P.I.N. No. 04-04-36-328-002
Sta.
Sta.

RECORDER'S USE

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE WITNESSETH, That the Grantor Todd H. Clanahan, 105 N. Parkway, of the City of Pekin, County of Tazewell and State of Illinois for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid, the receipt of which is hereby acknowledged, hereby represent that he owns the fee simple title to and does by these presents grants the right, easement and privilege to enter upon the following described land unto the State of Illinois, for the use of the Department of Transportation, for the purpose of street work:

See Attached Legal Description

The right, easement and privilege granted herein shall terminate on the _____ day of _____, or on the completion of the proposed project, whichever is the sooner.

The Grantor, without limiting the interest above granted and conveyed, does hereby acknowledge that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the above-described premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

IN WITNESS WHEREOF, the Grantor has hereunder set its hand and Seal this _____ day of _____.

By: _____
Signature

Todd H. Clanahan
Print Name

By: _____
Signature

Print Name

State of Illinois)
 County of Tazewell) ss.

I, _____, a Notary Public, in and for said County and State aforesaid,
 do hereby certify that _____
 who is (are), personally known to me to be the same person (persons), whose name (names) is (are)
 subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he
 (she) (they) signed, sealed and delivered the said instrument as his (hers) (their) free and voluntary act, for
 the uses and purposes therein set forth.

Signed before me on _____

 Notary Public

Exempt under provision of Paragraph B, Section 31-45, Real Estate Transfer Law.

 Date

 Regional Engineer

This instrument was prepared by and return to:

Illinois Department of Transportation
 401 Main
 Peoria, IL 61602

Exhibit D 2

333

Owner Todd H. Clanahan
Route 6761/6711
Section 00-00164-00-SP
County Tazewell
Project No. HS-M-6761 (002)
Job No. C-94-115-01
Parcel No. Lot 58
P.I.N. No. 04-04-36-326-017
Sta.
Sta.

RECORDER'S USE

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE WITNESSETH, That the Grantor Todd H. Clanahan, 105 N. Parkway, of the City of Pekin, County of Tazewell and State of Illinois for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid, the receipt of which is hereby acknowledged, hereby represent that he owns the fee simple title to and does by these presents grants the right, easement and privilege to enter upon the following described land unto the State of Illinois, for the use of the Department of Transportation, for the purpose of street work:

See Attached Legal Description

The right, easement and privilege granted herein shall terminate on the _____ day of _____, or on the completion of the proposed project, whichever is the sooner.

The Grantor, without limiting the interest above granted and conveyed, does hereby acknowledge that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the above-described premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

IN WITNESS WHEREOF, the Grantor has hereunder set its hand and Seal this _____ day of _____.

By: _____
Signature

Todd H. Clanahan
Print Name

By: _____
Signature

Print Name

State of Illinois)
) ss.
 County of Tazewell)

I, _____, a Notary Public, in and for said County and State aforesaid,
 do hereby certify that _____
 who is (are), personally known to me to be the same person (persons), whose name (names) is (are)
 subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he
 (she) (they) signed, sealed and delivered the said instrument as his (hers) (their) free and voluntary act, for
 the uses and purposes therein set forth.

Signed before me on _____

 Notary Public

Exempt under provision of Paragraph B, Section 31-45, Real Estate Transfer Law.

 Date

 Regional Engineer

This instrument was prepared by and return to:

Illinois Department of Transportation
 401 Main
 Peoria, IL 61602

Exhibit E 1

335

Owner Todd H Clanahan
Route FAU6761/6711
Section 00-00164-00-SP
County Tazewell
Project No. HS-M-6761(002)
Job No. C-94-115-01
Parcel No. Lot 100
P.I.N. No. 04-04-36-328-002
Sta.
Sta.

RECORDER'S USE

PARTIAL RELEASE OF MORTGAGE

THIS INDENTURE, made the _____ day of _____, between _____, Mortgagee, party of the first part, and _____, party of the second part, witnesseth that:

WHEREAS, the party of the second part _____ by a _____, dated the _____ day of _____, and recorded in book _____ at page _____ of the record of _____ in the County of Tazewell and State of Illinois, for the consideration therein mentioned and to secure the payment of the money therein specified, did mortgage certain real estate unto _____.

AND WHEREAS, the said party of the first part, at the request of the said party of the second part, has agreed to give up and surrender that part of said real estate which is hereinafter described and retain the residue thereof as security:

NOW, THEREFORE, in pursuance of said agreement, and in consideration of the sum of _____ DOLLARS to it paid, the said party of the first part does hereby release and quit-claim unto the said party of the second part, all that part of said real estate, situated in the County of Tazewell and State of Illinois to-wit:

Together, with all the right, title and interest of the said party of the first part in and to the same, to the intent that the real estate hereby released and quitclaimed shall be forever discharged from the lien of said _____, and that the residue there of shall remain to the said party of the first part, as heretofore.

IN WITNESS WHEREOF, the party of the first part has hereunder set his/her hand and Seal this _____ day of _____, _____.

By: _____
Signature

Print Name, Title

State of Illinois)
) ss.
County of Tazewell)

I, _____, a Notary Public, in and for said County and State aforesaid,
do hereby certify that _____
who is (are), personally known to me to be the same person (persons), whose name (names) is (are)
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he
(she) (they) signed, sealed and delivered the said instrument as his (hers) (their) free and voluntary act, for
the uses and purposes therein set forth.

Signed before me on _____

Notary Public

Exempt under provision of Paragraph B, Section 31-45, Real Estate Transfer Law.

Date

Regional Engineer

This instrument was prepared by and return to:

Illinois Department of Transportation
401 Main
Peoria, IL 61602

Exhibit E 2

337

Owner Todd H. Clanahan
Route FAU6761/6711
Section 00-00164-00-SP
County Tazewell
Project No. HS-M-6761(002)
Job No. C-94-115-01
Parcel No. Lot 58
P.I.N. No. 04-04-0-36-326-017
Sta.
Sta.

RECORDER'S USE

PARTIAL RELEASE OF MORTGAGE

THIS INDENTURE, made the _____ day of _____, between _____, Mortgagee, party of the first part, and _____, party of the second part, witnesseth that:

WHEREAS, the party of the second part _____ by a _____, dated the _____ day of _____, and recorded in book _____ at page _____ of the record of _____ in the County of Tazewell and State of Illinois, for the consideration therein mentioned and to secure the payment of the money therein specified, did mortgage certain real estate unto _____.

AND WHEREAS, the said party of the first part, at the request of the said party of the second part, has agreed to give up and surrender that part of said real estate which is hereinafter described and retain the residue thereof as security:

NOW, THEREFORE, in pursuance of said agreement, and in consideration of the sum of _____ DOLLARS to it paid, the said party of the first part does hereby release and quit-claim unto the said party of the second part, all that part of said real estate, situated in the County of Tazewell and State of Illinois to-wit:

Together, with all the right, title and interest of the said party of the first part in and to the same, to the intent that the real estate hereby released and quitclaimed shall be forever discharged from the lien of said _____, and that the residue there of shall remain to the said party of the first part, as heretofore.

IN WITNESS WHEREOF, the party of the first part has hereunder set his/her hand and Seal this _____ day of _____, _____.

By: _____
Signature

Print Name, Title

State of Illinois)
) ss.
County of Tazewell)

I, _____, a Notary Public, in and for said County and State aforesaid,
do hereby certify that _____
who is (are), personally known to me to be the same person (persons), whose name (names) is (are)
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he
(she) (they) signed, sealed and delivered the said instrument as his (hers) (their) free and voluntary act, for
the uses and purposes therein set forth.

Signed before me on _____

Notary Public

Exempt under provision of Paragraph B, Section 31-45, Real Estate Transfer Law.

Date

Regional Engineer

This instrument was prepared by and return to:

Illinois Department of Transportation
401 Main
Peoria, IL 61602