

DOCUMENT VET SHEET

for

**Karen McConnaughay
Chairman, Kane County Board**

Name of Document: IGA's (Originals) - Wasco Sanitary District,
Village of Burlington Village of Elburn, Maple
Park, Village of Gilberts, City of Batavia,
Submitted by: Campton Township, Virgil Drainage District #3
Phone Number: Jodie Wolnik EXT 23499
Date Submitted: 2-3-11

Examined by:

KC Shepard
(Print name)

[Signature]
(Signature)

2-7-11
(Date)

Comments:

Originals - all need signature
of chairman

All previously reviewed & approved

Chairman signed:

Yes No

(Date)

2-10-11

Document returned to:

J. Wolnik

**Agreement Between
The County of Kane and The Wasco Sanitary District
For Allocation and Loan of Bond Proceeds Pursuant to the
American Recovery and Reinvestment Tax Act of 2009**

This Agreement (“**Agreement**”) is made and entered, by and between the County of Kane, a unit of local government of the State of Illinois hereinafter referred to as the “**County**”, and The Wasco Sanitary District, a unit of local government within the boundaries of the County of Kane, hereinafter referred to as the “**Agency**.” The County and Agency also may be referred to in this agreement as the “**Party**” or “**Parties**”.

WHEREAS, Section 10 of Article VII of the 1970 Constitution of the State of Illinois (the “**Illinois Constitution**”) provides, *inter alia*, that “Units of local government and school districts may contract or otherwise associate among themselves . . . to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance,” and further provides that “Units of local government and school districts may contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance”; and

WHEREAS, Section 1 of Article VII of the 1970 Illinois Constitution provides that:

“Municipalities” means cities, villages and incorporated towns.
“Units of local government” means counties, municipalities, townships, special districts, and units, designated as units of local government by law, which exercise limited governmental powers or powers in respect to limited governmental subjects, but does not include school districts;

and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, (the “**Intergovernmental Cooperation Act**”) provides that “any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State...except where specifically and expressly prohibited by law”; 5 ILCS 220/3; and

WHEREAS, Section 2 of the Intergovernmental Cooperation Act defines the term “public agency” as:

Any unit of local government as defined in the Illinois Constitution of 1970, any school district, any public community college district, and public building commission, the State of Illinois, any agency of the state government or of the United States, or of any other state, any political subdivision of another state, and any combination of the above pursuant to an intergovernmental agreement which

includes provisions for a governing body of the agency created by the agreement;

and

WHEREAS, The County of Kane, Illinois (the "**County**"), is a duly organized and existing county created under the provisions of the laws of the State of Illinois and operating under the provisions of the Counties Code, as amended, 55 ILCS 5/1-1001 et seq. (the "**Counties Code**"), and is a "unit of local government" as defined in Section 1 of Article VII of the 1970 Illinois Constitution and a "public agency" as defined in Section 2 of the Intergovernmental Cooperation Act; and

WHEREAS, The Wasco Sanitary District is a duly organized and existing Sanitary District created under the provisions of the laws of the State of Illinois and operating under the provisions of the Sanitary District Act of 1936, and is a "unit of local government" as defined in Section 1 of Article VII of the 1970 Illinois Constitution and a "public agency" as defined in Section 2 of the Intergovernmental Cooperation Act; and

WHEREAS, Section 1400U-2 of the Internal Revenue Code of 1986, as amended, enacted as part of the American Recovery and Reinvestment Act of 2009 (the "**Act**"), authorizes state and local governments to issue bonds that qualify as "recovery zone economic development bonds" as defined in that Section ("**Recovery Zone Economic Development Bonds**"); and

WHEREAS, Recovery Zone Economic Development Bonds may be used to finance certain "qualified economic development purposes," as such term is defined in Section 1400U-2; and

WHEREAS, pursuant to prior action by the County Board of the County (the "**County Board**"), the County has been designated as a "recovery zone" for purposes of Section 1400U-2; and

WHEREAS, the County has been allocated a volume cap of \$16,800,000 for Recovery Zone Economic Development Bonds to be issued for projects constituting qualified economic development purposes within the County during calendar years 2009 and 2010, and may use such volume cap for eligible costs or may allocate such volume cap in any reasonable manner as the County shall determine in good faith at its discretion for use by other units of local government such as the Agency to finance eligible costs for qualified economic development purposes within the County; and

WHEREAS, on _____, 2010, the County Board adopted Ordinance No. ____, authorizing the issuance of Recovery Zone Economic Development Alternate Bonds (Riverboat Revenue Alternate Revenue Source) of the County, in an aggregate principal amount not to exceed \$16,800,000 (the "**Bonds**") for the purpose of paying all or a portion of 1) the costs of

acquiring, constructing, improving and equipping various water and/or sewer public works projects to be undertaken jointly by the County and other units of local governments located within the County pursuant to intergovernmental agreements between the County and such units, and 2) the costs of certain other capital projects of the County; and incidental to these project costs, to pay bond discount, interest, bond reserve requirements, and legal, other financing and related administrative fees and costs (collectively, the "Recovery Zone Economic Development Project"); and

WHEREAS, the County intends to adopt an ordinance (the "Bond Ordinance") for the purpose of issuing not to exceed \$16,800,000 Recovery Zone Economic Development Alternate Bonds (Riverboat Revenue Alternate Revenue Source) (the "Bonds"); and

WHEREAS, the County intends to deposit a portion of the proceeds of the sale of the Bonds (the "Bond Proceeds") with a depository (the "Depository") pursuant to a depository agreement (the "Depository Agreement") among the County, the Agency, and the Depository; and

WHEREAS, the Bond Ordinance will authorize the [Chairman of the Board][and/or] [Chief Financial Officer] of the County, (the "Authorized Officer[s]"), among other things, to execute an agreement or agreements to allocate a portion of the proceeds of the Bonds to public agencies within Kane County; and

WHEREAS, the Agency has applied to the County for a loan of Bond Proceeds in the aggregate principal amount of \$543,000.00 for the purpose of paying all of the costs of Aerator and Blower Replacement / D.O. Monitoring and Well 3 Emergency Generator, (the "Agency Project"); and

WHEREAS the Agency Project is described more fully in Exhibit A hereto; and

WHEREAS the Agency Project shall be located on the real property described in Exhibit A hereto (the "Property"); and

WHEREAS, the County hereby finds that the financing of the Agency Project is consistent with the purposes set forth in Ordinance No. ___; and

WHEREAS, the County wishes to loan to the Agency, pursuant to the terms of this Agreement, a portion of the Bond Proceeds in the aggregate principal amount of \$543,000.00 for the purpose of paying for all or a portion of the costs of the Agency Project; and

WHEREAS, in accordance with Section 1400U-2 of the Act the costs of the Agency Project are and shall be such of the Agency's capital costs necessarily incurred or to be incurred in furtherance of qualified economic development purposes, and, pursuant to the Bond

Ordinance, the County has found and hereby finds that such costs consist of the cost of the Agency's capital improvements for the Agency Project; and

WHEREAS the County and the Agency now desire to enter into this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I: INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein by reference and made a part hereof.

ARTICLE II: THE LOAN; GENERAL TERMS

1. The County will loan Bond Proceeds to the Agency in the aggregate principal amount of \$543,000.00 for the purpose of financing the Agency Project as described herein. in accordance with the terms and conditions of this Agreement.
2. The County shall authorize all actions and execute all documents necessary or desirable to loan the \$543,000.00 to the Agency for the Project. In so doing the County shall comply with the laws of the State of Illinois, including the terms and conditions contained within this Agreement.
3. The Agency shall authorize all actions and execute all documents necessary or desirable to accept the loans and to authorize repayment of the loans under the terms and conditions stated herein. In so doing, the Agency shall comply with the laws of the State of Illinois, and the terms and conditions contained within this Agreement. The Agency shall be responsible for its expenses incurred in the performance of this Agreement and of its activities contemplated herein. The costs of issuance of the Bonds, including but not limited to the fees and expenses of the financial consultant and bond counsel, shall be paid from the proceeds of the Bonds.
4. The County shall loan the Bond Proceeds to the Agency in accordance with the schedule and pursuant to the provisions set forth in Articles III and IV of this Agreement. Interest on the Bond Proceeds loaned to the Agency shall begin to accrue on the date of issuance of the Bonds. The loan shall bear interest at the rate or rates which are equal to 64% of the interest due on the Bonds on each interest payment date for the Bonds. The loan shall be amortized on the same schedule as the portion of the Bonds applicable to the loan, except that each payment on the loan will be due 10 business days prior to each interest payment date on the Bonds. The maximum yield on the Bonds shall not exceed 3.0 % for an amortization period of approximately 10 years, and shall not exceed 3.0 % for an amortization period of approximately 20 years.

5. In consideration of the mutual promises and the terms and conditions set forth herein, the County agrees to loan the amounts stated herein in exchange for the Agency's obligation to repay those amounts with interest at the above stated rate and in accordance with the above stated schedule. In consideration of the mutual promises and the terms and conditions set forth herein, the Agency agrees to repay the loaned amounts with interest at the above stated rates and in accordance with the above stated schedule in exchange for the County's loan of the amounts stated herein.

ARTICLE III: THE AGENCY PROJECT

1. The plans and specifications for the Agency Project shall: (a) meet the general requirements for the Project set forth in the applicable portions of Exhibit A hereof, and (b) be provided to the County by the Agency. The Agency shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Agency, all as may be in effect from time to time, pertaining to or affecting the Agency Project or the Agency as related thereto, including but not limited to those summarized on Exhibit B attached hereto and incorporated herein. The Agency shall include a certification of such compliance with each request for Bond Proceeds hereunder and at the time the Agency Project is completed. The County shall be entitled to rely on this certification without further inquiry. Upon the County's request, the Agency shall provide evidence satisfactory to the County of such compliance.

2. In all contracts relating to the Agency Project, the Agency agrees to require the contractor to name the County as an additional insured on insurance coverages and to require the contractor to indemnify the County from all claims, damages, demands, losses, suits, actions, judgments and expenses including but not limited to attorney's fees arising out of or resulting from work on the Agency Project by the contractor or the contractor's suppliers, employees, or agents.

3. The Agency covenants to the County that it shall complete the Agency Project; provided, however, the Agency shall not be considered in breach of or in default of its obligation to complete the Agency Project in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the Agency which in fact interferes with the ability of the Agency to discharge its obligation to complete the Agency Project. With respect to any such delay the Agency shall, upon the occurrence of the event causing such delay, immediately give written notice to the County. The Agency may rely on this section only to the extent of the actual number of days of delay affected by any such events described above.

4. On or before December 10, 2010, the Agency shall furnish the County with a drawdown schedule evidencing the Agency's reasonable expectation that the Agency Project will

be acquired and constructed with due diligence and that 85% of the Agency Project will be completed within 3 years from the date of issuance of the Bonds.

5. On or before December 10, 2010, the Agency will furnish evidence satisfactory to the County establishing its reasonable expectation that the Agency has either satisfactory title to the Property (which may be evidenced by an acceptable pro forma title insurance policy), subject only to those title exceptions acceptable to the Authorized Officer in his or her reasonable judgment, or an adequate easement or leasehold interest for the construction and continued operation of the Agency Project.

ARTICLE IV: FUNDING

1. (a) With respect to the Agency Project, on a monthly basis (or at such other intervals as the County may agree to), the Agency shall provide the Depository and the County's Department of Finance (the "Department") with a Requisition Form, in substantially the form attached hereto as Exhibit C, along with: (i) a cost itemization of the Agency Project budget in substantially the form attached hereto as Exhibit D Project Budget"; (ii) evidence of the expenditures upon project improvements which the Agency has paid or will pay; and (iii) all other documentation described in Exhibit C. Pursuant to the Depository Agreement, the Depository will make the applicable requested disbursement of Bond Proceeds to the Agency (or to such other party as the Agency may request in writing). The availability of Bond Proceeds is subject to the County's compliance with all applicable requirements regarding the use of such proceeds and the timing of such use.

(b) Prior to the disbursements of any of the Bond Proceeds to the Agency for costs incurred or to be incurred relative to the Agency Project, the Agency shall satisfy the County, to the reasonable satisfaction of the Authorized Officer, that the Agency has either satisfactory title to the Property (which may be evidenced by an acceptable pro forma title insurance policy), subject only to those title exceptions acceptable to the Authorized Officer in his or her reasonable judgment, or an adequate easement or leasehold interest for the construction and continued operation of the Agency Project.

(c) Delivery by the Agency of a Requisition Form hereunder shall, in addition to the items therein expressly set forth, constitute a certification, representation and warranty to the Depository and the County, as of the date of such Requisition Form, that:

(i) the total amount of the Bond Proceeds requested represents the actual amount paid or to be paid to the general contractor, subcontractors, and other parties who have performed work on or otherwise provided goods or services in connection with the Agency Project, and/or their payees;

(ii) all amounts shown as previous payments on the Requisition Form (if any) have been paid to the parties entitled to such payment;

(iii) the Agency has approved all work and materials for the Requisition Form, and such work and materials conform to the plans and specifications for the Agency Project; and

(iv) the Agency is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Agency, all as may be in effect from time to time, pertaining to or affecting the Agency Project or the Agency as related thereto, including but not limited to those summarized on Exhibit B of this Agreement.

The County shall have the right, in its discretion, to require the Agency to submit further documentation as the County may require in order to verify that the matters certified to above are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the County or the Depository from relying on such certifications by the Agency.

(d) If, at any time, with the approval of the County, the Depository disburses Bond Proceeds in advance and in anticipation of the incurrence of costs by the Agency then, upon disbursement by the Depository, such Bond Proceeds shall be held in a segregated account for the Agency Project, and the Agency shall provide the County with the statements for such segregated Project account as part of the quarterly report for such Project required pursuant to Article IV, Section 5 below.

(e) Payment of Bond Proceeds will be made subject to all applicable restrictions on and obligations of the County contained in: (i) the Depository Agreement [and the Insurance Policy], and (ii) all County ordinances relating to the Bonds, including but not limited to the Bond Ordinance, and all agreements and other documents entered into by the County pursuant thereto.

2. The estimate of the cost of the Agency Project is set forth on the applicable portion of Exhibit A hereto. The Agency has delivered to the Authorized Officer a detailed preliminary budget, attached hereto and incorporated herein as Exhibit D. The Agency shall deliver to the County an amended budget (if necessary) in connection with each Requisition Form and a final budget (upon Agency Project completion) for the Agency Project, and when approved by the County in writing such amended (if any) and final budgets shall also be attached hereto and incorporated herein as Exhibit D. The budget shall identify the sources of and uses for all funds for the Agency Project. The Agency certifies that it has identified sources of funds (including the Bond Proceeds) sufficient to complete the Agency Project. The Agency agrees that the County will only contribute the Bond Proceeds to the Agency Project and that all costs of completing the Agency Project over the Bond Proceeds (if any) shall be the sole responsibility of the Agency. If the Agency at any time does not have sufficient funds to complete the Agency Project, the Agency shall so notify the County in writing, and the Agency may reduce the scope

of the Agency Project as agreed with the County in order to complete the Agency Project with the available funds.

3. "Agency Project Improvements" shall mean the capital improvements; land assembly costs; relocation costs; rehabilitation, remodeling, renovation and reconstruction costs; financing costs and other costs, if any, recognized and approved in writing by the County as being eligible costs for qualified economic development purposes under Section 1400U-2 of the Act with respect to the Agency Project, to be paid for out of Bond Proceeds. Attached as Exhibit E and incorporated herein is a preliminary list of Agency Project Improvements. The Agency shall deliver to the County an amended list of Agency Project Improvements (upon Agency Project Completion), and when approved by the County in writing such amended (if any) and final lists of Agency Project Improvements shall also be attached hereto and incorporated herein as Exhibit E. During the course of a Project, the Authorized Officer, based upon the detailed Project Budget attached as Exhibit D and any necessary modifications thereto, shall make or approve such modifications to Exhibit E as he or she wishes in his or her discretion to account for all of the Bond Proceeds to be expended under this Agreement; provided, however, that all Agency Project Improvements shall (i) be for qualified economic purposes under the Act, and (ii) be improvements or costs that the Authorized Officer has agreed to pay for out of Bond Proceeds, subject to the terms of this Agreement.

4. If the aggregate cost of the Agency Project is less than the amount of the Bond Proceeds contemplated by this Agreement, the Agency shall have no claim to the difference between the amount of the Bond Proceeds contemplated by this Agreement and the amount of the Bond Proceeds actually paid by the County to the Agency and expended by the Agency on the Project (the "Excess Bond Proceeds"); provided, however, that the foregoing shall not be construed to preclude the Agency from requesting all or some of the Excess Bond Proceeds from the County to finance other costs incurred by the Agency for the purposes allowed by Section 1400U-2 of the Act and provided for in the Bond Ordinance, subject to the County's approval (in the County's sole discretion). The County may also request that the Agency return Excess Bond Proceeds to the County, in which case the County shall use such Excess Bond Proceeds to reduce the loan obligation of the Agency.

5. The Agency shall provide to the County quarterly reports on the progress and status of the Agency Project and reasonable access to its books and records relating to the Project.

6. During the Term hereof, the Agency shall not sell, transfer, convey, lease or otherwise dispose (or cause or permit the sale, transfer, conveyance, lease or other disposal) of all or any portion of (a) the Property or any interest therein, or (b) any Agency Project Improvement or any interest therein (each a "Transfer"), or otherwise effect or consent to a Transfer, without the prior written consent of the County. The County's consent to any Transfer may, in the County's sole discretion, be conditioned upon (among other things) whether such a Transfer would conflict with the statutory basis for the loan of the Bond Proceeds hereunder pursuant to

the Act. Subject to applicable law, the Agency shall pay any proceeds of any Transfer to the County.

ARTICLE V: TERM

The Term of the Agreement shall commence as of the Agreement Date and shall expire upon repayment of the loan.

ARTICLE VI: INDEMNITY; DEFAULT

1. The Agency agrees to indemnify, defend and hold the County, its officers, officials, members, employees and agents harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the County arising from or in connection with (i) the Agency's failure to comply with any of the terms, covenants and conditions contained within this Agreement, or (ii) the Agency's or any contractor's, subcontractors or materialmen in connection with the Project. In no event shall the Agency's obligation to indemnify the County exceed the County's actual damages that are attributable to the actions of the Agency as they relate solely to this Agreement.

2. The failure of the Agency to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Agency with respect to an Agency Project under this Agreement or any related agreement (including the Depository Agreement) shall constitute an "Event of Default" by the Agency hereunder. Upon the occurrence of an Event of Default, the County may terminate this Agreement with respect to the Agency Project and all related agreements, and may, pursuant to the Depository Agreement, give the Depository written notice to suspend disbursement of the Bond Proceeds (or, in the alternative to disburse the Bond Proceeds only upon the written request of the County) with respect to the Agency Project until such time as the County give the Depository written notice to resume regular disbursement of the Bond Proceeds as contemplated hereunder. The County may by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein. Any such legal proceeding shall be brought in the Sixteenth Judicial Circuit, Kane County, Illinois.

In the event the Agency shall fail to perform a covenant which the Agency is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an event of default shall not be deemed to have occurred unless the Agency has failed to cure such default within thirty (30) days after its receipt of a written notice from the City not capable of being cured within such thirty (30) days period, the Agency shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

3. The failure of the County to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the County with respect to an Agency Project under this Agreement or any related agreement (including the Depository Agreement) shall constitute an "Event of Default" by the County hereunder. Upon the occurrence of an Event of Default, the Agency may terminate this Agreement with respect to the Agency Project and any other agreement directly related to this Agreement. The Agency may by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein. Any such legal proceeding shall be brought in the Sixteenth Judicial Circuit, Kane County, Illinois.

In the event the County shall fail to perform a covenant which the County is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an event of default shall not be deemed to have occurred unless the County has failed to cure such default within thirty (30) days after its receipt of a written notice from the Agency. If an event of default is not capable of being cured within such thirty (30) days period, the County shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

ARTICLE VII: CONSENT

Whenever the consent or approval of one or both parties to this Agreement is required hereunder, such consent or approval shall not be unreasonably withheld.

ARTICLE VIII: NOTICE

Notice to Agency shall be addressed to:

President – Board of Trustees
Wasco Sanitary District
P.O. Box 9
Wasco, Illinois 60 183

with a copy to:

Charles V. Muscarello, Esq.
Denker & Muscarello, LLC
4N70 1 School Road
St. Charles, Illinois 60 175

Notice to the County shall be addressed to:

Chief Financial Officer
Kane County Government Center
719 South Batavia Avenue
Geneva, Illinois
FAX: (630) 208-5110

with a copy to:

Kane County State's Attorney
100 S. Third Street
4th Floor
Geneva, IL 60134
Attention: Chief Civil Division

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth above, by any of the following means: (a) personal service; (b) electric communications, whether by telex, telegram, telecopy or facsimile (FAX) machine; (c) overnight courier; or (d) registered or certified mail, return receipt requested.

Such addresses may be changed when notice is given to the other party in the same manner as provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to subsection (d) shall be deemed received two (2) days following deposit in the mail.

ARTICLE IX: ASSIGNMENT; BINDING EFFECT

This Agreement, or any portion thereof, shall not be assigned by either party without the prior written consent of the other.

This Agreement shall inure to the benefit of and shall be binding upon the County, the Agency and their respective successors and permitted assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and permitted assigns.

ARTICLE X: MODIFICATION

This Agreement may not be altered, modified or amended except by written instrument signed by all of the parties hereto.

ARTICLE XI: COMPLIANCE WITH LAWS

The parties hereto shall comply with all federal, state and municipal laws, ordinances, rules and regulations relating to this Agreement.

ARTICLE XII: GOVERNING LAW AND SEVERABILITY

This Agreement shall be governed by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

ARTICLE XIII: COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original.

ARTICLE XIV: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties.

ARTICLE XV: AUTHORITY

Execution of this Agreement by the County is authorized by the Bond Ordinance. Execution of this Agreement by the Agency is authorized by Motion of the Wasco Sanitary District Board made on October 14, 2010. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

ARTICLE XVI: HEADINGS

The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

ARTICLE XVII: DISCLAIMER OF RELATIONSHIP

Nothing contained in this Agreement, nor any act of the County or the Agency shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County and the Agency.

ARTICLE XVIII: CONSTRUCTION OF WORDS

The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter.

ARTICLE XIX: NO PERSONAL LIABILITY

No officer, member, official, employee or agent of the County or the Agency shall be individually or personally liable in connection with this Agreement.

ARTICLE XX: REPRESENTATIVES

Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact in all matters under this Agreement.

For the Agency:

President – Board of Trustees
Wasco Sanitary District
P.O. Box 9
Wasco, Illinois 60 183

with a copy to:

Charles V. Muscarello, Esq.
Denker & Muscarello, LLC
4N70 1 School Road
St. Charles, Illinois 60 175

For the County:

Chief Financial Officer
Kane County Government Center
719 South Batavia Avenue
Geneva, Illinois
FAX:

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

ARTICLE XXI: TAX MATTERS

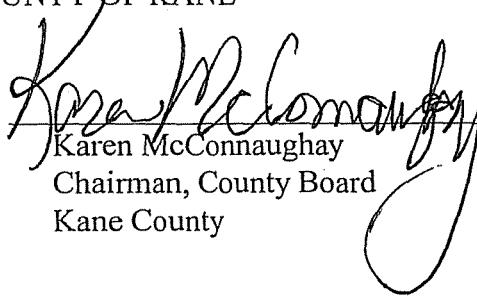
The Agency shall not act or fail to act in such a way as to prevent the County from complying with the terms and conditions of that certain Tax Compliance Certificate entered into by the County in connection with the Bonds, a copy of which has been provided to the Agency.

IN WITNESS WHEREOF, the County of Kane, by a Resolution duly adopted by the County Board of Kane County, causes this Agreement to be signed by its Chairman and attested by its Clerk and _____, by order of its _____, has caused this Agreement to be executed by the _____, and attested to by its Clerk, all on the day and year hereinafter written.

Dated _____ day of _____, 2010.

COUNTY OF KANE

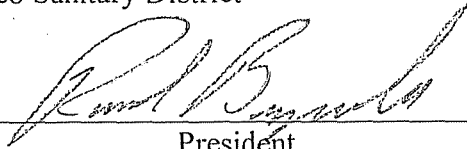
By:


Karen McConnaughay
Chairman, County Board
Kane County

Attest: _____
John A. Cunningham
Clerk, County Board
Kane County, Illinois

Dated _____ day of _____, 2010.

Wasco Sanitary District

By: 
President

Attest: 
GREG CHISMARK

EXHIBIT A
THE AGENCY PROJECT

Bond Issuance Date	
Bonds	
Depository	
Depository Agreement Date	
Insurer	
Property Location (attach legal description)	Various - See attached exhibits listed below
Category of Project (Acquiring, Constructing, Improving, Equipping [water and/or sewer] Public Works Project)	Equipping and Constructing Water and Wastewater Improvements
Description of Agency Project Improvement	<ul style="list-style-type: none"> • Aerator Replacement Cell One, Two and both Storage Lagoons • Blower Replacement • Continuous D.O. Monitoring Cell One • Well 3 Emergency Generator See attached exhibits listed below
Bond Proceeds	\$543,000.00
Project Budget	\$543,000.00

Attached Exhibits

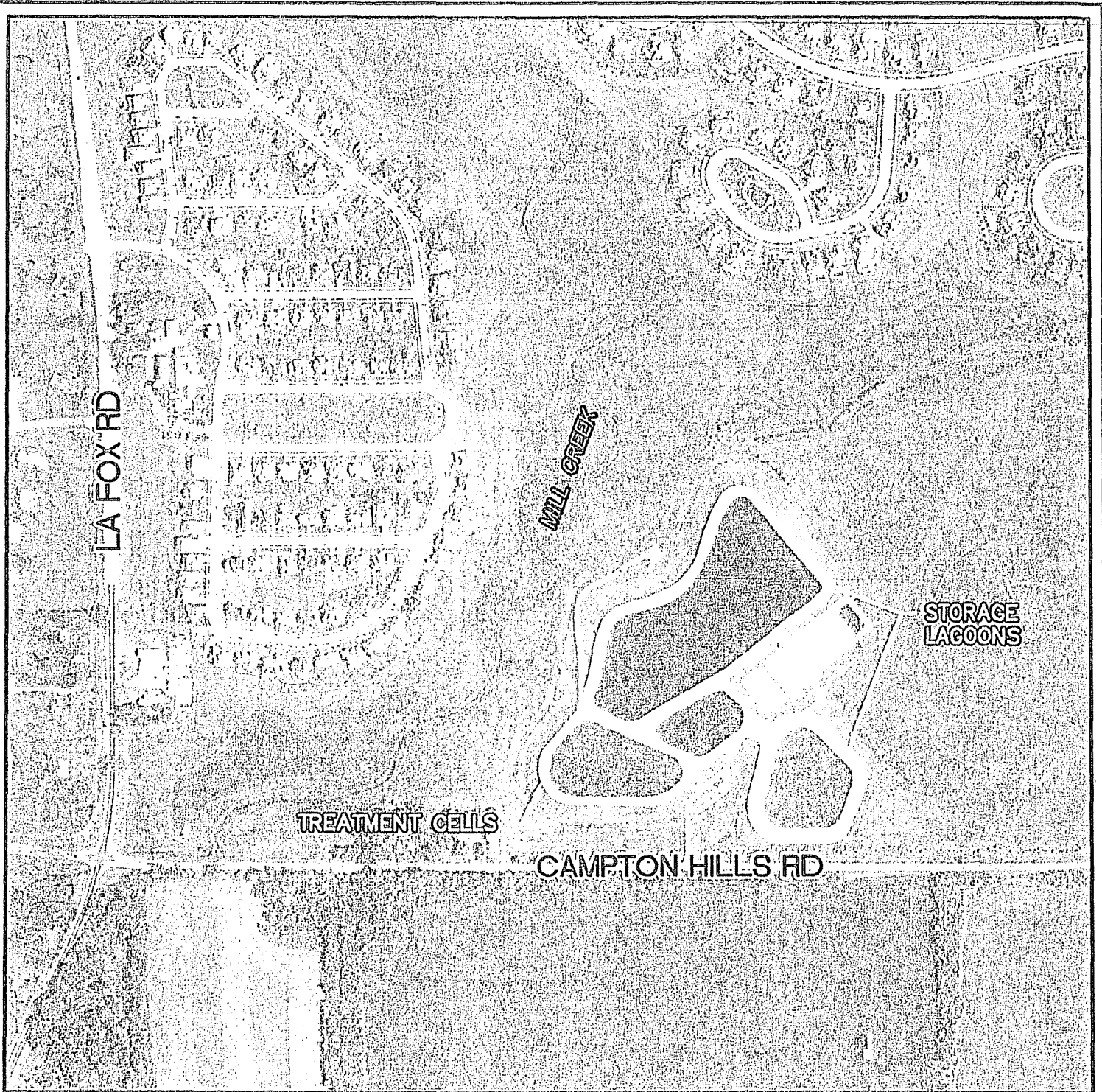
- Exhibit A-1 (1 page) Project Description and Cost Schedule
- Exhibit 1 (1 page) Project Location Map Aerators
- Exhibit 2 (1 page) Project Location Map Blowers and D.O. Improvements
- Exhibit H (3 pages) Legal description of Wasco Sanitary District Ownership and Easement Rights
- Exhibit A-2 (41 pages) Grant of Easement for Wasco Sanitary District
- Exhibit 3 (1 Page) Location Map Well 3
- Exhibit A-3 (1 page) Legal description Well 3
- Exhibit A (1 Page) Location map of Well 3 legal description

EXHIBIT A 1


Wasco Dsanitary District
Kane County Recovery Zone Bond Application
Aerator/Blower / Generator Improvements
11/4/2010 GJC

Item	Study	Engineering	Land	Equipment / Construction	Construction Engineering
Aerators		\$ 2,500.00		\$ 195,000.00	\$ 2,500.00
Blower 1	\$ 1,000.00	\$ 2,000.00		\$ 25,000.00	\$ 2,000.00
Blower 2		\$ 2,000.00		\$ 25,000.00	\$ 2,000.00
Blower 3		\$ 2,000.00		\$ 25,000.00	\$ 2,000.00
Blower 4		\$ 2,000.00		\$ 25,000.00	\$ 2,000.00
DO Monitoring System	\$ 1,000.00	\$ 5,000.00		\$ 50,000.00	\$ 5,000.00
Well 3 Backup Generator		\$ 15,000.00		\$ 140,000.00	\$ 10,000.00
Sub-Total	\$ 2,000.00	\$ 30,500.00		\$ 485,000.00	\$ 25,500.00

Total \$ 543,000.00




SCALE: 1" = 500'

CLIENT WASCO SANITARY DISTRICT P.O. BOX 9 WASCO, IL 60183 (630) 443-0111	TITLE RECOVERY BOND APPLICATION	DWN.	EAM	CHKD.	GC
		JOB#			08-0064
 WILLS BURKE KELSEY ASSOCIATES LTD. 116 West Main Street, Suite 201 St. Charles, Illinois 60174 (630) 443-7755	AERATION IMPROVEMENTS				DATE 06/25/2010
					EXHIBIT 1



SCALE: 1" = 500'

CLIENT	WASCO SANITARY DISTRICT P.O. BOX 9 WASCO, IL 60183 (630) 443-0111	TITLE	DWN.	EAM	CHKD.	GC
		RECOVERY BOND APPLICATION	JOB#	08-0064		
 WILLS BURKE KELSEY ASSOCIATES LTD. 116 West Main Street, Suite 201 St. Charles, Illinois 60174 (630) 443-7755	BLOWER AND D.O. IMPROVEMENTS				DATE	
					EXHIBIT 2	

111

EXHIBIT H

1. Wasco Sanitary District ("DISTRICT") is to receive fee simple title to Parcels 1, 3 and 4 as shown and described on the Plat, attached hereto, prepared by Donahue & Thornhill, Inc. and dated December 9, 1993.
2. DISTRICT is to receive a permanent and perpetual easement over, under, upon and across land described and shown on the Plat, attached hereto, prepared by Donahue & Thornhill, Inc. and dated December 9, 1993. Said easement shall be for the purpose of ingress and egress for the necessary personnel, equipment and utilities including, but not limited to, water, sanitary sewer, storm sewer, electric, gas, communications facilities, and telephone.
3. Parcels 1, 3 and 4 and the easement shall be conveyed as follows:

Parcel 1 and easement - To be conveyed upon execution of the Agreement.

Parcel 3 - Shall be conveyed at such time as the DISTRICT requests, but no later than the start of construction of Phase II of the Wastewater Facilities.

Parcel 4 - Shall be conveyed at such time as the DISTRICT requests.

94K039026

0846 0303

5/05/94

94K058908

94 JUL 26 PM 4:15

EASEMENT AGREEMENT

Lynnda M. Quinn
RECORDER

THIS AGREEMENT entered into this 22nd day of ~~May~~^{July}, 1994, by and between the WASCO SANITARY DISTRICT, Kane County, Illinois (hereinafter referred to as "DISTRICT"), and FOX MILL LIMITED PARTNERSHIP, an Illinois limited partnership by KANE COUNTY LAND COMPANY, General Partner; HARRIS BANK ST. CHARLES, successor to State Bank of St. Charles, as Trustee under Agreement dated January 10, 1994 and known as Trust No. LT-2313 (hereinafter referred to as "TRUST LT-2313"); PETERSON FARM CORPORATION; RONALD MUELLER and SYLVIA MUELLER; SAM ALEX and ANTONETTE ALEX; BDHK, an Illinois Joint Venture; KANE COUNTY BANK & TRUST COMPANY, as Trustee under a Trust Agreement dated February 4, 1975 and known as Trust No. 24 (hereinafter referred to as "TRUST 24"); (collectively hereinafter referred to as "OWNERS")

WITNESSETH:

WHEREAS, OWNERS are the owners of the property described in Exhibit "1" attached hereto and made a part hereof; and

WHEREAS, DISTRICT has requested OWNERS to grant to DISTRICT a permanent and perpetual easement over, under, upon, and across that part of OWNERS' land, described in Exhibit "2" attached hereto and made a part hereof (hereinafter the "EASEMENT REALTY"), for the purpose of applying wastewater treatment plant effluent and bio-solids, and installing, constructing, inspecting,

PLEASE RETURN TO: & PREPARED BY:

40
 Brian W. Baugh
 Smith, Hand Meier & Skar, P.C.
 15 North Second Street, P.O. Box 127
 Geneva, IL 60134

806850476

9907 0303

53.00
M

5/05/94

operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning and maintaining equipment used for or in connection with such application of wastewater treatment plant effluent and bio-solids, together with the right of access across the EASEMENT REALTY for the necessary personnel, equipment and utilities including but not limited to electric, gas, telephone, cable television, communication and storm drainage to do any and all of the above work; and

WHEREAS, OWNERS are willing to grant to DISTRICT such permanent and perpetual easement, upon the consideration, terms, conditions and covenants hereinafter set forth.

NOW, THEREFORE, in consideration of TEN and No/100 DOLLARS (\$10.00) and other valuable considerations hereinafter set forth, and upon the terms, conditions and covenants hereinafter set forth, the receipt of which sum, and the sufficiency of all of which are hereby acknowledged, OWNERS do hereby give, grant and convey to DISTRICT, the easement, both permanent and perpetual, over, under, upon and across the EASEMENT REALTY; together with all rights reasonably necessary or incident thereto, over, under, upon and across the EASEMENT REALTY for the purpose of applying effluent and bio-solids from DISTRICT'S wastewater treatment plant, and installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning and maintaining equipment used for or in connection with

944058908

0907 0304

5/05/94

such application of effluent and bio-solids from DISTRICT'S wastewater treatment plant, together with the right of access across the EASEMENT REALTY for the necessary personnel, equipment and utilities including but not limited to electric, gas, telephone, cable television, communication and storm drainage to do any and all of the above work.

The grant of the above-described easement by OWNERS is made upon the following terms, conditions, covenants and agreements:

(1) OWNERS warrant that some of them are all of the owners of record of the EASEMENT REALTY and that they have good and indefeasible fee simple title to the EASEMENT REALTY, subject only to:

- (a) General real estate taxes not due and payable;
- (b) Rights-of-way for drainage tiles, ditches, feeders and laterals; and
- (c) Rights of the public, State of Illinois and the municipality in and to that part of the land, if any, taken or used for road purposes in Campton Hills Road.

(2) OWNERS warrant that any current uses and easements affecting the EASEMENT REALTY will not interfere with the aforementioned purpose of this Easement, and further agree that the EASEMENT REALTY shall be used for no purpose other than crops without DISTRICT'S consent.

94K058908

0907 0305

5/05/94

(3) DISTRICT shall have the right of ingress and egress to and from the EASEMENT REALTY.

(4) OWNERS shall not place or allow the placement of dredged or fill material upon said EASEMENT REALTY, except where specifically permitted by written authority of DISTRICT.

(5) OWNERS shall not construct or allow the construction of buildings or structures, including fences, upon the EASEMENT REALTY, except where specifically permitted by written authority of DISTRICT.

(6) OWNERS shall not permit any use of the EASEMENT REALTY or OWNERS' adjacent land which will interfere with the purpose of this Easement, or give rise to any duties or liabilities on behalf of DISTRICT, its officers, other officials, agents or employees.

(7) DISTRICT shall have the right to inspect said EASEMENT REALTY to determine if OWNERS, their grantees, successors in interest, assignees or lessees are complying with the covenants and purposes of this Easement Agreement.

(8) DISTRICT shall have the right to remove any buildings or structures, to cut down, trim or remove any trees, fences, shrubs, crops, or other plants that interfere with the application of effluent or bio-solids from wastewater treatment plant or the operation of or access to the equipment used for or in connection with such application of wastewater treatment plant effluent or bio-solids in, on, upon, across, under or through the EASEMENT REALTY.

806850Y46
94K058908

0907.0306

5/05/94

DISTRICT shall not be responsible for replacement of any such buildings, structures, improvements, fences, gardens, shrubs, landscaping, crops or other plants removed during exercise of the herein given rights. Replacement of items so removed shall be the responsibility of OWNERS.

(9) In the event OWNERS fail to comply with any of the terms or conditions of this grant, DISTRICT shall have the following rights and remedies available to it:

- a. self help,
- b. injunctive relief without bond,
- c. monetary damages,
- d. attorneys' fees, costs and expenses.

The above rights and remedies are cumulative. The exercise or use of any one or more thereof shall not bar DISTRICT from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise nor use of any right or remedy by DISTRICT waive any other right or remedy. Failure of OWNERS to comply with any of the provisions of this Easement Agreement shall be deemed to satisfy all statutory and equitable conditions for an injunction to issue and shall entitle DISTRICT to obtain an injunction without any further proof thereof. Any injunctive relief attained by DISTRICT shall be without bond.

(10) In the event OWNERS have cause to believe that DISTRICT is no longer utilizing the EASEMENT REALTY, OWNERS may petition DISTRICT in writing requesting abandonment of said premises.

94K058908

0907 0307

5/05/94

DISTRICT shall thereupon have six (6) months to either abandon the property or respond to the allegations of nonuse. Any disputes as to use or abandonment shall be settled by court order.

(11) DISTRICT shall have the right of first refusal regarding the sale of the EASEMENT REALTY. The purchase price of said property shall be the fair market value of the EASEMENT REALTY and it shall be appraised as burdened by this Agreement. In the event OWNERS and DISTRICT cannot agree on the fair market value of the property, the parties shall have the property appraised, either by agreeing upon an appraiser or each appointing an appraiser. If the parties each appoint an appraiser and no agreement is reached as to value, then those appraisers shall agree upon a third appraiser to value the property. The arithmetic mean of the three appraisals shall be binding upon both of the parties and all appraisal fees shall be paid for equally by the parties.

(12) All provisions of this agreement, including the benefits and burdens, run with the land and are binding upon and inure to the parties hereto and all of their grantees, successors in interest, assignees, and lessees.

(13) Except as expressly limited herein, OWNERS, their grantees, successors in interest, and assignees shall retain all rights as owners of said land, including the right of use of said land for all purposes not inconsistent with this Easement Agreement.

806850476

0907 0308

5/05/94

(14) The rule of strict construction does not apply to this grant. This Easement Agreement shall be given reasonable construction so that the intention of the parties to confer the useable right of enjoyment of DISTRICT is carried out.

(15) It is further understood that nothing contained herein in this Easement Agreement is intended, or shall be construed, to give rise to any duties or liabilities on behalf of DISTRICT, its officials, agents, servants, and employees, which are not authorized or required by law.

(16) OWNERS release and agree DISTRICT shall not be liable for, and agree to hold DISTRICT harmless from, any and all claims by OWNERS or those claiming by, through or under OWNERS for damages, including those to adjacent land within the real estate described in Exhibit "1", arising out of DISTRICT'S application of wastewater treatment plant effluent and DISTRICT'S installing, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning and maintaining of equipment used for or in connection with such application.

OWNERS shall jointly indemnify, defend, or incur all costs of defense of DISTRICT, its officials, agents, servants, and employees, from the payment of any sum or sums of money to any person whomsoever on account of all claims, actions or suits growing out of any injury from or in any way attributable to, any activity of OWNERS.

94K058908

0907 0309

5/05/94

(17) OWNERS have provided an Environmental Representation and Warranty in the form attached hereto as Exhibit 4 and agree that they shall update the same at the time of closing of the easement; and at closing shall further provide such other and additional representations and warranties and complete such other documents as DISTRICT may reasonably request.

(18) The provisions hereof shall be deemed to be separable; and if any section, paragraph, clause, provision or item herein shall be held invalid, the invalidity of such section, paragraph, clause, provision, or item shall not affect any other provision hereof; provided, however, DISTRICT shall under no circumstances be required to incur any liability or loss or incur any expense for any reason in the event that any such section, paragraph, clause, provision or item is held invalid.

(19) The obligations of those parties herein designated as OWNERS shall be and are joint and several.

(20) Unless otherwise notified in writing, all notices, requests, petitions and demands shall be in writing and shall be delivered to or mailed by certified mail, return receipt requested, as follows:

If to OWNERS:

Kane County Land Company
c/o B & B Enterprises
200 West River Drive
St. Charles, IL 60174
If to DISTRICT:

94K058908

0907 0310

5/05/94

Wasco Sanitary District
c/o Mr. Melvin Peterson
Treasurer
P.O. Box 86
Wasco, IL 60183

with a copy to DISTRICT'S Attorney, Mr. Allen L. Landmeier,
Smith, Landmeier & Skaar, P.C., 15 North Second Street, P.O. Box
127, Geneva, Illinois 60134.

WASCO SANITARY DISTRICT

By: [Signature]
President

[Signature]
President

ATTEST:

[Signature]
Clerk

FOX MILL LIMITED PARTNERSHIP, an
Illinois limited partnership,

By: KANE COUNTY LAND COMPANY,
a General Partner,

By: [Signature]
President

ATTEST:

[Signature]
Secretary

Subject to Exculpatory Rider Attached

HARRIS BANK ST. CHARLES, Successor
to State Bank of St. Charles, as
Trustee under Agreement dated
January 10, 1994 and known as Trust
No. LT-2313

By: [Signature]
CHERYL FAIR Trust Officer

VICE PRESIDENT & TRUST OFFICER

ATTEST:

[Signature]
Secretary
ENYI C. FELLES TRUST OFFICER

80685046

0907 0311

5/05/94

PETERSON FARM CORPORATION

By: *Robt. A. Peterson*
President

ATTEST:

Kathleen A. Peterson
Secretary

Ronald Mueller
RONALD MUELLER

Sylvia Mueller
SYLVIA MUELLER

KANE COUNTY BANK & TRUST COMPANY, as
Trustee under a Trust Agreement
dated February 4, 1975 and known as
Trust No. 24

By: *Janice Docherty*
Trust Officer



ATTEST:

Edward Dorsey T.O.
Secretary

BDHK, an Illinois Joint Venture

By: *J. J. [Signature]*
Its *President*

Sam Alex
SAM ALEX

Antonette Alex
ANTONNETTE ALEX

806850V46

0907 0312

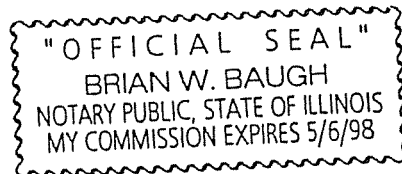
5/05/94

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ARTHUR SCHROEDER, personally known to me to be the President of the WASCO SANITARY DISTRICT, and PAT COLLINS, personally known to me to be the Clerk of the WASCO SANITARY DISTRICT and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Clerk of said WASCO SANITARY DISTRICT, caused the corporate seal of said corporation to be affixed thereto, pursuant to the authority given by the Board of Trustees of the WASCO SANITARY DISTRICT as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this 22nd day of July,
19 94.

Brian W. Baugh
Notary Public



80685046
94K058908

0907 0313

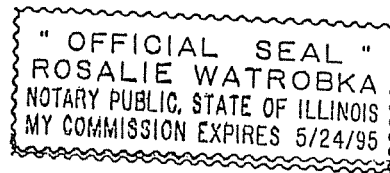
5/05/94

STATE OF ILLINOIS)
COUNTY OF KANE) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that C. Kenneth Blood, President of KANE COUNTY LAND COMPANY, a General Partner of FOX MILL LIMITED PARTNERSHIP, an Illinois limited partnership personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered this instrument as their own free and voluntary act and as the free and voluntary act of FOX MILL LIMITED PARTNERSHIP, an Illinois limited partnership, for the uses and purposes therein set forth.

Given under my hand and seal this 18th day of July, 19 94.

Rosalie Watrobka
Notary Public



94K058908

0907 0314

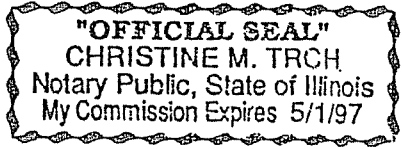
5/05/94

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that CHERYL FAIR who is personally known to me to be the Trust Officer of HARRIS BANK ST. CHARLES, Successor to State Bank of St. Charles, as Trustee under Agreement dated January 10, 1994 and known as Trust No. LT-2313, and Elynn C. Feltes personally known to me to be the TRUST OFFICER of said banking corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Trust Officer and TRUST OFFICER, they signed, sealed and delivered the said instrument and caused the corporate seal of said banking corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said banking corporation, as the free and voluntary act and deed of said banking corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 7th day of July, 1994.

Christine M. Trch
Notary Public



806850X76

0907 0315

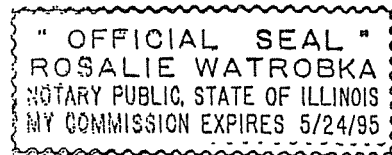
5/05/94

STATE OF ILLINOIS)
COUNTY OF KANE) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ralph L. Peterson, personally known to me to be the President of the PETERSON FARM CORPORATION, and Kathleen R. Peterson, personally known to me to be the Secretary of the PETERSON FARM CORPORATION and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary of said PETERSON FARM CORPORATION, caused the corporate seal of said corporation to be affixed thereto, pursuant to the authority given by the Board of Trustees of the PETERSON FARM CORPORATION as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this 24th day of June, 1994.

Rosalie Watrobka
Notary Public



94K05890-8

0907 0316

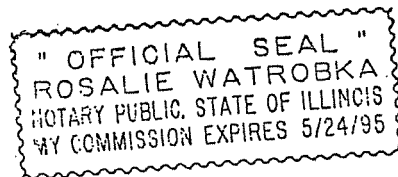
5/05/94

STATE OF ILLINOIS)
COUNTY OF Kane) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RONALD MUELLER and SYLVIA MUELLER personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and signed and acknowledged the foregoing instrument, as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this 14th day of June, 1994.

Rosalie Watrobka
Notary Public



94K058908

0907 0317

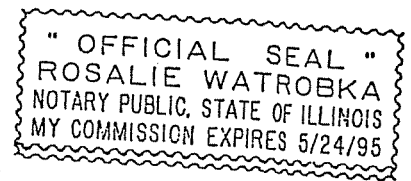
5/05/94

STATE OF ILLINOIS)
COUNTY OF Kane) SS.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Janice Neederly who is personally known to me to be the Trust Officer of KANE COUNTY BANK & TRUST COMPANY, as Trustee under a Trust Agreement dated February 4, 1975 and known as Trust No. 24, and Edward Berenz personally known to me to be the Trust officer of said banking corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Trust Officer and Trust Officer, they signed, sealed and delivered the said instrument and caused the corporate seal of said banking corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said banking corporation, as the free and voluntary act and deed of said banking corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 6th day of June, 1994.

Rosalie Watrobka
Notary Public



94K058908

0907 0318

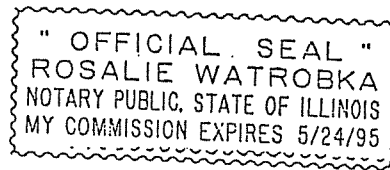
5/05/94

STATE OF ILLINOIS)
COUNTY OF Kane) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that J. K. Bittorf, President of BDHK, an Illinois Joint Venture, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that (s)he signed, sealed and delivered this instrument as (his) (her) their own free and voluntary act and as the free and voluntary act of BDHK, an Illinois Joint Venture, for the uses and purposes therein set forth.

Given under my hand and seal this 17th day of June, 1994.

Rosalie Watrobka
Notary Public



94K058908

0907 0319

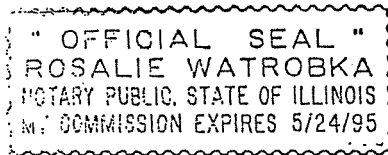
5/05/94

STATE OF ILLINOIS)
COUNTY OF Kane) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that SAM ALEX and ANTONETTE ALEX personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and signed and acknowledged the foregoing instrument, as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this 7th day of June, 1994.

Rosalie Watrobka
Notary Public



94K058908

0907 0320

PARCEL 1

TRACT 1: Part of the Southwest Quarter of the Northeast Quarter of Section 23, Township 40 North, Range 7 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the Northwest Corner of the Southwest Quarter of the Northeast Quarter of said Section 23; thence North 87 degrees 26 minutes 34 seconds East along the North Line of said Southwest Quarter, a distance of 559.60 feet to the Point of Beginning of the hereinafter described tract of land; thence South 01 degrees 52 minutes 09 seconds East, a distance of 407.55 feet; thence South 87 degrees 26 minutes 34 seconds West, a distance of 559.22 feet to a point on the West Line of the Southwest Quarter of the Northeast Quarter of said Section 23; thence South 01 degrees 55 minutes 23 seconds East along said West Line, a distance of 598.04 feet to the Northwest Corner of the South 2963.84 feet of the West-half of the East-half of said Section 23, as measured along the East and West Lines of said West-half; thence North 87 degrees 22 minutes 08 seconds East along the North Line of said South 2963.84 feet, a distance of 1320.98 feet to the Northeast Corner of said South 2963.84 feet, said point being on the East Line of the Southwest Quarter of the Northeast Quarter of said Section 23; thence North 01 degrees 53 minutes 24 seconds West along said East Line, a distance of 1003.89 feet to the Northeast Corner of the Southwest Quarter of said Northeast Quarter; thence South 87 degrees 26 minutes 34 seconds West along the North Line of the Southwest Quarter of said Northeast Quarter, a distance of 761.94 feet to the Point of Beginning, containing 25.240 acres, more or less, subject to that land being used for public road purposes, also subject to all easements, agreements; restrictions, county codes and/or ordinances of record or currently in force, all situated in the Township of Campton, the County of Kane, and the State of Illinois.

94K058908

0907 0321

0907 0322

806850476

TRACT 2: The East-half of the Southeast Quarter of Section 23, and part of Section 24, Township 40 North, Range 7 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the Southwest Corner of said Section 24; thence North 87 degrees 39 minutes 34 seconds East along the South Line of said Section 24, a distance of 896.00 feet; thence North 13 degrees 52 minutes 34 seconds East, a distance of 1925.60 feet; thence South 87 degrees 01 minutes 26 seconds East, a distance of 824.50 feet; thence North 15 degrees 15 minutes 34 seconds East, a distance of 1191.62 feet to a point on the Southwesterly Line of the premises conveyed to the Forest Preserve District of Kane County; (formerly the Southwesterly Right-of-Way Line of the Chicago Great Western Railroad Company) thence North 70 degrees 33 minutes 14 seconds West along said Southwesterly Line so conveyed, a distance of 2776.70 feet to a point on the West Line of the Southwest Quarter of the Northwest Quarter of said Section 24; thence South 01 degrees 51 minutes 53 seconds East along said West Line, a distance of 1295.11 feet to the Northeast Corner of the East-half of the Southeast Quarter of said Section 23; thence North 87 degrees 31 minutes 52 seconds West along the North Line of said East-half, a distance of 1320.76 feet to the Northwest Corner of said East-half; thence South 01 degrees 51 minutes 05 seconds East along the West Line of said East-half, a distance of 2647.82 feet to the Southwest Corner of said East-half; thence North 87 degrees 22 minutes 01 seconds East, a distance of 1317.48 feet to the Point of Beginning, containing 219.473 acres, more or less, subject to that land being used for public road purposes, also subject to all easements, agreements, restrictions, county codes and/or ordinances of record or currently in force, all situated in the Township of Campton, the County of Kane, and the State of Illinois.

PARCEL 2

The Northerly 1303.34 feet of the Southerly 2963.84 feet of the West-half of the East-half of Section 23, Township 40 North, Range 7 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the Southwest Corner of the Northeast Quarter of said Section 23; thence North 01 degrees 55 minutes 23 seconds West along the West Line of said Northeast Quarter, a distance of 312.28 feet to the Northwest Corner of the South 2963.84 feet of the West-half of the East-half of said Section 23, as measured along the East and West Lines of the West-half of said East-half; thence North 87 degrees 22 minutes 08 seconds East along the North Line of said Southerly 2963.84 feet, a distance of 1320.98 feet to the Northeast Corner of said Southerly 2963.84 feet, said point being on the East Line of the Southwest Quarter of the Northeast Quarter of said Section 23; thence South 01 degrees 53 minutes 24 seconds East along said East Line, a distance of 316.02 feet to the Northeast Corner of the West-half of the Southeast Quarter of said Section 23; thence South 01 degrees 51 minutes 05 seconds East along the East Line of said West-half of the Southeast Quarter, a distance of 987.32 feet to the Southeast Corner of the North 1303.34 feet of the South 2963.84 feet of the West-half of the East-half of said Section 23; thence South 87 degrees 22 minutes 05 seconds West along the South Line of said North 1303.34 feet, a distance of 1319.56 feet to the Southwest Corner of said North 1303.34 feet, said point being on the West Line of the Southeast Quarter of said Section 23; thence North 01 degrees 55 minutes 23 seconds West along said West Line, a distance of 991.06 feet to the Point of Beginning, containing 39.502 acres, more or less, subject to that land being used for public road purposes, also subject to all easements, agreements, restrictions, county codes and/or ordinances of record or currently in force, all situated in the Township of Campton, the County of Kane, and the State of Illinois.

94K058908

0907 0323

PARCEL 3

Part of the Southerly 1660.50 feet of the West-half of the Southeast Quarter of Section 23, Township 40 North, Range 7 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the Southwest Corner of the Southeast Quarter of said Section 23; thence North 01 degrees 55 minutes 23 seconds West along the West Line of said Southeast Quarter, a distance of 440.77 feet to the Point of Beginning of the hereinafter described parcel of land; thence continuing North 01 degrees 55 minutes 23 seconds West along said West Line, a distance of 781.66 feet; thence North 87 degrees 11 minutes 51 seconds East, a distance of 238.40 feet; thence North 01 degree 52 minutes 09 seconds West, a distance of 409.00 feet; thence South 88 degrees 55 minutes 31 seconds West, a distance of 238.79 feet to a point on the West Line of said Southeast Quarter; thence North 01 degrees 55 minutes 23 seconds West along said West Line, a distance of 21.88 feet to the Northwest Corner of the Southerly 1660.50 feet of the West-half of said Southeast Quarter, as measured along the East and West Lines of said West-half; thence North 87 degrees 22 minutes 05 seconds East along the North Line of said Southerly 1660.50 feet, a distance of 700.51 feet; thence South 01 degree 51 minutes 05 seconds West parallel with the East Line of the West-half of said Southeast Quarter, a distance of 1219.73 feet; thence South 87 degrees 22 minutes 01 second West parallel with the South Line of the West-half of the Southeast Quarter of said Section 23, a distance of 698.98 feet to the Point of Beginning, containing 17.332 acres, more or less, subject to that land being used for public road purposes, also subject to all easements, agreements, restrictions, county codes and/or ordinances of record or currently in force, all situated in the Township of Campton, the County of Kane, and the State of Illinois.

94K058908

0907 0324

PARCEL 4

Part of the Northwest Quarter and the Northeast Quarter of Section 26, except the South-half of the Southeast Quarter of the Northeast Quarter, Township 40 North, Range 7 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of said Section 26; thence North 87 degrees 22 minutes 01 seconds East along the North Line of said Northeast Quarter, a distance of 2634.96 feet to the Northeast Corner of said Northeast Quarter; thence South 01 degree 46 minutes 09 seconds East along the East Line of said Northeast Quarter, a distance of 1155.55 feet to the Point of Beginning of the hereinafter described parcel of land; thence continuing South 01 degree 46 minutes 09 seconds East along said East Line, a distance of 830.75 feet to the Northeast Corner of the South-half of the Southeast Quarter of the Northeast Quarter of said Section 26; thence South 87 degrees 24 minutes 51 seconds West along the North Line of said South-half, a distance of 1320.91 feet to the Northwest Corner of said South-half; thence South 01 degree 40 minutes 11 seconds East along the West Line of said South-half, a distance of 661.39 feet to the Southeast Corner of the Southwest Quarter of the Northeast Quarter of said Section 26; thence South 87 degrees 24 minutes 50 seconds West along the South Line of said Southwest Quarter of the Northeast Quarter, a distance of 1322.06 feet to the Southeast Corner of the Northwest Quarter of said Section 26; thence South 87 degrees 28 minutes 00 seconds West along the South Line of said Northwest Quarter, a distance of 24.28 feet to a point on the Centerline of a public road designated LaFox Road; thence North 01 degree 45 minutes 36 seconds West along said Centerline, a distance of 277.99 feet to the beginning of a curve; thence Northerly along said Centerline, said line being curved to the left, having a radius of 5208.59 feet, a central angle of 06 degrees 56 minutes 33 seconds, a chord bearing of North 05 degrees 13 minutes 52 seconds West, and an arc distance of 631.11 feet to the termination of said curve; thence North 08 degrees 42 minutes 09 seconds West along said Centerline, a distance of 584.98 feet; thence North 87 degrees 22 minutes 01 second East parallel with the North Line of the Northeast Quarter of said Section 26, a distance of 2777.10 feet to the Point of Beginning, containing 72.428 acres, more or less, subject to that land being used for public road purposes, also subject to all easements, agreements, restrictions, county codes and/or ordinances of record or currently in force, all situated in the Township of Campton, the County of Kane, and the State of Illinois.

94K058908

0907 0325

PARCEL 5

The North-half of the Northwest Quarter of Section 25, the Southwest Quarter of the Northwest Quarter of Section 25, the Northwest Quarter of the Southwest Quarter of Section 25, the South-half of the Southeast Quarter of the Northeast Quarter of Section 26, and part of the North-half of the Southeast Quarter of Section 26, Township 40 North, Range 7 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the Northwest Corner of said Section 25; thence North 87 degrees 39 minutes 34 seconds East along the North Line of the Northwest Quarter of said Section 25, a distance of 2643.18 feet to the Northeast Corner of said Northwest Quarter; thence South 02 degrees 02 minutes 10 seconds East along the East Line of the North-half of said Northwest Quarter, a distance of 1333.90 feet to the Southeast Corner of said North-half, said point also being the Northeast Corner of Campton Pines Unit Three; thence South 87 degrees 51 minutes 15 seconds West along the North Line of said Campton Pines Unit Three, and the South Line of said North-half of the Northwest Quarter, a distance of 1324.66 feet to the Northeast Corner of the Southwest Quarter of the Northwest Quarter of said Section 25; thence South 01 degrees 54 minutes 11 seconds East along the East Line of said Southwest Quarter of the Northwest Quarter, a distance of 1329.41 feet to the Northeast Corner of the Northwest Quarter of the Southwest Quarter of said Section 25; thence South 01 degrees 55 minutes 23 seconds East along the East Line of said Northwest Quarter of the Southwest Quarter, a distance of 1329.70 feet to the Southeast Corner of the Northwest Quarter of said Southwest Quarter; thence South 88 degrees 00 minutes 21 seconds West along the South Line of said Northwest Quarter of the Southwest Quarter, a distance of 1330.23 feet to the Southeast Corner of the North-half of the Southeast Quarter of said Section 26; thence South 87 degrees 43 minutes 01 seconds West along the South Line of said North-half, a distance of 2649.63 feet to the Southwest Corner of said North-half of the Southeast Quarter; thence North 01 degrees 34 minutes 12 seconds West along the West Line of said North-half, a distance of 1318.97 feet to the Northwest Corner of the Southeast Quarter of said Section 26; thence North 87 degrees 24 minutes 50 seconds East along the North Line of said Southeast Quarter, a distance of 1322.06 feet to the Southwest Corner of the South-half of the Southeast Quarter of the Northeast Quarter of said Section 26; thence North 01 degrees 40 minutes 11 seconds West along the West Line of said South-half, a distance of 661.39 feet to the Northwest Corner of said South-half; thence North 87 degrees 24 minutes 51 seconds East along the North Line of said South-half, a distance of 1320.91 feet to the Northeast Corner of said South-half, said point being on the West Line of the Northwest Quarter of said Section 25; thence North 01 degrees 46 minutes 09 seconds West along said West Line, a distance of 1986.30 feet to the Point of Beginning,

94K058908

0907 0326

PARCEL 5 (Continued):

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND: Commencing at the Northeast Corner of the Southeast Quarter of said Section 26; thence South 01 degrees 48 minutes 59 seconds East along the East Line of said Southeast Quarter, a distance of 1347.71 feet (1345.50 feet deeded) to the Centerline of a public road designated Campton Hill Drive; thence South 88 degrees 55 minutes 51 seconds West along said Centerline, a distance of 1567.00 feet to the Point of Beginning of the hereinafter described tract of land; thence continuing South 88 degrees 55 minutes 51 seconds West along said Centerline, a distance of 450.00 feet; thence North 03 degrees 04 minutes 09 seconds West, a distance of 193.72 feet; thence North 88 degrees 55 minutes 51 seconds East, parallel with said Centerline, a distance of 450.00 feet; thence South 03 degrees 04 minutes 09 seconds East, a distance of 193.72 feet to the Point of Beginning, containing 2.00 acres, more or less;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND: Commencing at the Northeast Corner of the Southeast Quarter of said Section 26; thence South 01 degrees 48 minutes 59 seconds East along the East Line of said Southeast Quarter, a distance of 1347.71 feet (1345.50 feet deeded) to the Centerline of a public road designated Campton Hill Drive; thence South 88 degrees 55 minutes 51 seconds West along said Centerline, a distance of 1342.00 feet to the Point of Beginning of the hereinafter described tract of land; thence continuing South 88 degrees 55 minutes 51 seconds West along said Centerline, a distance of 225.00 feet; thence North 03 degrees 04 minutes 09 seconds West, a distance of 193.72 feet; thence North 88 degrees 55 minutes 51 seconds East, parallel with said Centerline, a distance of 225.00 feet; thence South 03 degrees 04 minutes 09 seconds East, a distance of 193.72 feet to the Point of Beginning, containing 1.00 acres, more or less, said Parcel 5 contains 259.374 acres, more or less, subject to that land being used for public road purposes, also subject to all easements, agreements, restrictions, county codes and/or ordinances of record or currently in force, all situated in the Township of Campton, the County of Kane, and the State of Illinois.

94K058908

0907 0327

PARCEL 6:

Part of the Southerly 1660.50 feet of the West-half of the Southeast Quarter of Section 23, Township 40 North, Range 7 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the Southwest Corner of the Southeast Quarter of said Section 23; thence North 01 degree 55 minutes 23 seconds West along the West Line of said Southeast Quarter, a distance of 440.77 feet; thence North 87 degrees 22 minutes 01 second East parallel with the South Line of the West-half of the Southeast Quarter of said Section 23, a distance of 1318.03 feet to a point on the East Line of the West-half of said Southeast Quarter; thence South 01 degree 51 minutes 05 seconds East along said East Line, a distance of 440.78 feet to the Southeast Corner of said West-half of the Southeast Quarter; thence South 87 degrees 22 minutes 01 second West along the South Line of said West-half, a distance of 1317.48 feet to the Point of Beginning, containing 13.333 acres, more or less, subject to that land being used for public road purposes, also subject to all easements, agreements, restrictions, county codes and/or ordinances of record or currently in force, all situated in the Township of Campton, the County of Kane, and the State of Illinois.

PARCEL 7

Part of the Northwest Quarter and part of the Northeast Quarter of Section 26, all in Township 40 North, Range 7 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the Northwest Corner of the Northeast Quarter of said Section 26; thence North 87 degrees 22 minutes 01 seconds East along the North Line of said Northeast Quarter, a distance of 2634.96 feet to the Northeast Corner of said Northeast Quarter; thence South 01 degree 46 minutes 09 seconds East along the East Line of said Northeast Quarter, a distance of 523.00 feet; thence South 87 degrees 22 minutes 01 second West parallel with the North Line of said Northeast Quarter, a distance of 2781.09 feet to a point on the Centerline of a public road designated LaFox Road; thence Northeasterly along said Centerline, said line being curved to the right, having a radius of 1910.02 feet, a central angle of 3 degrees 48 minutes 31 seconds, a chord bearing of North 9 degrees 01 minute 36 seconds East and an arc distance of 126.96 feet to the termination of said curve; thence North 10 degrees 55 minutes 51 seconds East along said Centerline, a distance of 212.52 feet to the beginning of curve; thence Northerly along said Centerline, said line being curved to the left, having a radius of 2728.52 feet, a central angle of 04 degrees 07 minutes 02 seconds, a chord bearing of North 08 degrees 52 minutes 21 seconds East, and an arc distance of 196.06 feet to a point on the North Line of the Northwest Quarter of said Section 26; thence North 87 degrees 27 minutes 17 seconds East along the North Line of said Northwest Quarter, a distance of 39.42 feet to the Point of Beginning, containing 32.736 acres, more or less, subject to that land being used for public road purposes, also subject to all easements, agreements, restrictions, county codes and/or ordinances of record or currently in force, all situated in the Township of Campton, the County of Kane, and the State of Illinois.

94K058908

0907 0328

PARCEL 10:

Part of the Southerly 1660.50 feet of the West-half of the Southeast Quarter of Section 23, Township 40 North, Range 7 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the Southwest Corner of the Southeast Quarter of said Section 23; thence North 01 degree 55 minutes 23 seconds West along the West Line of said Southeast Quarter, a distance of 440.77 feet; thence North 87 degrees 22 minutes 01 second East parallel with the South Line of the West-half of the Southeast Quarter of said Section 23, a distance of 981.43 feet to the Point of Beginning of the hereinafter described parcel of land; thence continuing North 87 degrees 22 minutes 01 second East on an extension of the last described course, a distance of 336.60 feet to point on the East Line of the West-half of said Southeast Quarter; thence North 01 degree 51 minutes 05 seconds West along said East Line, a distance of 336.50 feet; thence South 87 degrees 22 minutes 01 second West parallel with the South Line of the West-half of said Southeast Quarter, a distance of 336.60 feet; thence South 01 degree 51 minutes 05 seconds East parallel with the East Line of the West-half of said Southeast Quarter, a distance of 336.50 feet to the Point of Beginning, containing 2.600 acres, more or less, subject to all easements, agreements, county codes and/or ordinances of record, if any, all situated in the Township of Campton, the County of Kane, and the State of Illinois.

PARCEL 11

Part of the Southerly 1660.50 feet of the West-half of the Southeast Quarter of Section 23, Township 40 North, Range 7 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the Southwest Corner of the Southeast Quarter of said Section 23; thence North 01 degree 55 minutes 23 seconds West along the West Line of said Southeast Quarter, a distance of 440.77 feet; thence North 87 degrees 22 minutes 01 second East parallel with the South Line of the West-half of the Southeast Quarter of said Section 23, a distance of 698.98 feet to the Point of Beginning of the hereinafter described parcel of land; thence North 1 degree 51 minutes 05 seconds West parallel with the East Line of the West-half of said Southeast Quarter, a distance of 1219.73 feet to a point on the North Line of the Southerly 1660.50 feet of the West-half of said Southeast Quarter; thence North 87 degrees 22 minutes 05 seconds East along said North Line, a distance of 619.05 feet to the Northeast Corner of said Southerly 1660.50 feet, said point being on the East Line of the West-half of said Southeast Quarter; thence South 1 degree 51 minutes 05 seconds East along said East Line, a distance of 883.22 feet; thence South 87 degrees 22 minutes 01 second West parallel with the South Line of the West-half of the Southeast Quarter of said Section 23, a distance of 336.60 feet; thence South 1 degree 51 minutes 05 seconds East parallel with the East Line of the West-half of said Southeast Quarter, a distance of 336.50 feet; thence South 87 degrees 22 minutes 01 second West parallel with the South Line of the West-half of said Southeast Quarter, a distance of 282.45 feet to the Point of Beginning, containing 14.732 acres, more or less, subject to all easements, agreements, restrictions, county codes and/or ordinances of record or currently in force, all situated in the Township of Campton, the County of Kane, and the State of Illinois.

94K058908

0907 0330

OF PROPERTY DESCRIBED AS: Part of the North-half of the Southeast Quarter of Section 26, Township 40 North, Range 7 East of the Third Principal Meridian, bounded and described in two tracts as follows:

TRACT A:

Commencing at the Northeast Corner of the Southeast Quarter of said Section 26; thence South 01 degrees 48 minutes 59 seconds East along the East Line of said Southeast Quarter, a distance of 1347.71 feet (1345.50 feet deeded) to the Centerline of a public road designated Campton Hill Drive; thence South 88 degrees 55 minutes 51 seconds West along said Centerline, a distance of 1567.00 feet to the Point of Beginning of the hereinafter described tract of land; thence continuing South 88 degrees 55 minutes 51 seconds West along said Centerline, a distance of 450.00 feet; thence North 03 degrees 04 minutes 09 seconds West, a distance of 193.72 feet; thence North 88 degrees 55 minutes 51 seconds East, parallel with said Centerline, a distance of 450.00 feet; thence South 03 degrees 04 minutes 09 seconds East, a distance of 193.72 feet to the Point of Beginning, containing 2.00 acres, more or less, subject to that land being used for public road purposes, also subject to all easements, agreements, restrictions, county codes and/or ordinances of record or currently in force, all situated in the Township of Campton, the County of Kane, and the State of Illinois.

94K058908

0907 0331

Access Easement

A 30.0 foot-wide strip of land across part of the Southeast Quarter of Section 26, Township 40 North, Range 7 East of the Third Principal Meridian lying 15.0 feet to the left and 15.0 feet to the right of the following described reference line and extension thereof: Commencing at the northeast corner of said Quarter; thence southerly along the east line of said Quarter 1332.89 feet to the south line of the North Half of said Quarter; thence westerly along said south line 650.77 feet for a point of beginning; thence northerly along a line forming an angle of 88°36'53" with the last described course (measured counter-clockwise therefrom) 164.37 feet for the terminus of said reference line, in Campton Township, Kane County, Illinois.

94K058908

0907 0332

Parcel 2

That part of the Southwest Quarter of Section 25 and part of the Southeast Quarter of Section 26, Township 40 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the northeast corner of said Southeast Quarter; thence southerly along the east line of said Southeast Quarter 1347.71 feet to the center line of Campton Hills Drive; thence westerly along said center line 1342.0 feet; thence southerly along a line forming an angle of 92°00' with said center line (measured counter-clockwise therefrom) 13.62 feet to the south line of the North Half of said Southeast Quarter; thence easterly along said south line forming an angle of 90°47'10" with the last described course (measured clockwise therefrom) 30.0 feet for a point of beginning; thence northerly parallel with the penultimate described course and extension thereof 145.0 feet; thence easterly parallel with said south line forming an angle of 89°12'50" with the last described course (measured counter-clockwise therefrom) 660.0 feet; thence northeasterly along a line forming an angle of 138°59'20" with the last described course (measured clockwise therefrom) 910.44 feet; thence northeasterly along a line forming an angle of 200°48'53" with the last described course (measured clockwise therefrom) 145.0 feet; thence northeasterly, easterly, southeasterly and southerly along a curve to the right having a radius of 730.0 feet tangent to the last described course 1407.68 feet; thence southerly tangent to the last described curve at the last described point 109.49 feet to the south line of the Northwest Quarter of the southwest Quarter of said section 25; thence westerly along the south line of said Northwest Quarter 1150.94 feet to the Southwest corner of said Northwest Quarter; thence westerly along the south line of the North Half of said Southeast Quarter 1311.63 feet to the point of beginning, in Campton Township, Kane County, Illinois and containing 27.831 acres.

94K058908

0907 0333

Parcel 3

That part of the Southwest Quarter of Section 25 and part of the East Half of Section 26, Township 40 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the northeast corner of the Southeast Quarter of said Section 26; thence southerly along the east line of said Southeast Quarter 1347.71 feet to the center line of Campton Hills Drive; thence westerly along said center line 1342.0 feet; thence northerly along a line forming an angle of $92^{\circ}00'$ with said center line (measured counter-clockwise therefrom) 131.38 feet to a point that is 145.0 feet northerly of the south line of the North Half of said Southeast Quarter; thence easterly parallel with said south line forming an angle of $89^{\circ}12'50''$ with the last described course (measured counter-clockwise therefrom) 690.0 feet; thence northeasterly along a line forming an angle of $138^{\circ}59'20''$ with the last described course (measured clockwise therefrom) 910.44 feet; thence northeasterly along a line forming an angle of $200^{\circ}48'53''$ with the last described course (measured clockwise therefrom) 145.0 feet; thence northwesterly along a line forming an angle of $107^{\circ}55'53''$ with the prolongation of the last described course (measured counter-clockwise therefrom) 893.56 feet for a point of beginning; thence southeasterly along the last described course 893.56 feet; thence southwesterly along a line forming an angle of $72^{\circ}04'07''$ with the last described course (measured counter-clockwise therefrom) 145.0 feet; thence southwesterly along a line forming an angle of $200^{\circ}48'53''$ with the last described course (measured counter-clockwise therefrom) 175.03 feet; thence northwesterly along a line forming an angle of $87^{\circ}33'35''$ with the last described course (measured counter-clockwise therefrom) 399.03 feet; thence southwesterly at right angles to the last described course 284.96 feet; thence southwesterly along a line forming an angle of $169^{\circ}47'40''$ with the last described course (measured counter-clockwise therefrom) 304.75 feet; thence northwesterly along a line forming an angle of $125^{\circ}42'55''$ with the last described course (measured counter-clockwise therefrom) 273.74 feet; thence northerly along a line forming an angle of $97^{\circ}05'18''$ with the last described course (measured counter-clockwise therefrom) 263.73 feet; thence northeasterly along a line forming an angle of $125^{\circ}53'40''$ with the last described course (measured counter-clockwise therefrom) 275.43 feet; thence northeasterly along a line forming an angle of $135^{\circ}14'56''$ with the last described course (measured clockwise therefrom) 320.0 feet; thence northeasterly along a line forming an angle of $153^{\circ}57'42''$ with the last described course (measured counter-clockwise therefrom) 250.0 feet to the point of beginning, in Campton Township, Kane County, Illinois and containing 11.822 acres.

80685046

0907 0334

Parcel 4

That part of the West Half of Section 25 and part of the East Half of Section 26, Township 40 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the northeast corner of the Southeast Quarter of said Section 26; thence southerly along the east line of said Quarter 1347.71 feet to the center line of Campton Hills Drive; thence westerly along said center line 1342.0 feet; thence northerly along a line forming an angle of $92^{\circ}00'$ with said center line (measured counter-clockwise therefrom) 131.38 feet to a point that is 145.0 feet northerly of the south line of the North Half of said Southeast Quarter; thence easterly parallel with said south line forming an angle of $89^{\circ}12'50''$ with the last described course (measured counter-clockwise therefrom) 690.0 feet; thence northeasterly along a line forming an angle of $138^{\circ}59'20''$ with the last described course (measured clockwise therefrom) 910.44 feet; thence northeasterly along a line forming an angle of $200^{\circ}48'53''$ with the last described course (measured clockwise therefrom) 145.0 feet; thence northwesterly along a line forming an angle of $107^{\circ}55'53''$ with the prolongation of the last described course (measured counter-clockwise therefrom) 893.56 feet for a point of beginning; thence southeasterly along the last described course 893.56 feet; thence northeasterly along a line forming an angle of $107^{\circ}55'53''$ with the last described course (measured clockwise therefrom) 630.0 feet; thence northerly along a line forming an angle of $126^{\circ}56'34''$ with the last described course (measured clockwise therefrom) 356.24 feet; thence northerly along a line forming an angle of $163^{\circ}38'01''$ with the last described course (measured clockwise therefrom) 305.0 feet; thence westerly along a line forming an angle of $105^{\circ}37'07''$ with the last described course (measured clockwise therefrom) 260.0 feet; thence southwesterly along a line forming an angle of $146^{\circ}59'16''$ with the last described course (measured clockwise therefrom) 516.83 feet; thence westerly along a line forming an angle of $187^{\circ}51'25''$ with the last described course (measured clockwise therefrom) 510.0 feet to the point of beginning, in Campton Township, Kane County, Illinois and containing 16.633 acres.

94K058908

0907 0335

Parcel 5

That part of the West Half of Section 25, Township 40 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the northeast corner of the Southeast Quarter of Section 26, in the Township and Range aforesaid; thence southerly along the east line of said Southeast Quarter 1347.71 feet to the center line of Campton Hills Drive; thence westerly along said center line 1342.0 feet; thence southerly along a line forming an angle of $92^{\circ}00'$ with said center line (measured counter-clockwise therefrom) 13.62 feet to the south line of the North Half of said Southeast Quarter; thence easterly along said south line forming an angle of $90^{\circ}47'10''$ with the last described course (measured clockwise therefrom) 30.0 feet; thence northerly parallel with the penultimate described course and extension thereof 145.0 feet; thence easterly parallel with said south line forming an angle of $89^{\circ}12'50''$ with the last described course (measured counter-clockwise therefrom) 660.0 feet; thence northeasterly along a line forming an angle of $138^{\circ}59'20''$ with the last described course (measured clockwise therefrom) 910.44 feet; thence northeasterly along a line forming an angle of $200^{\circ}48'53''$ with the last described course (measured clockwise therefrom) 145.0 feet; thence northeasterly, easterly, southeasterly and southerly along a curve to the right having a radius of 730.0 feet tangent to the last described course 1407.68 feet for a point of beginning; thence northerly, northwesterly, westerly and southwesterly along the last described curve 1407.68 feet; thence northeasterly along a line drawn tangent to the last described curve at the last described point 630.0 feet; thence northerly along a line forming an angle of $126^{\circ}56'34''$ with the last described course (measured clockwise therefrom) 356.24 feet; thence northerly along a line forming an angle of $163^{\circ}38'01''$ with the last described course (measured clockwise therefrom) 305.0 feet; thence northeasterly along a line forming an angle of $108^{\circ}03'33''$ with the last described course (measured counter-clockwise therefrom) 500.0 feet to the east line of the Southwest Quarter of the Northwest Quarter of said Section 25; thence southerly along said east line forming an angle of $71^{\circ}56'27''$ with the last described course (measured counter-clockwise therefrom) 485.0 feet to the northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 25; thence southerly along the east line of the Northwest Quarter of the Southwest Quarter of said Section 25, 1329.70 feet to the southeast corner of the Northwest Quarter of the Southwest Quarter of said Section 25; thence westerly along the south line of the Northwest Quarter of the Southwest Quarter of said Section 25, 172.29 feet; thence northerly 109.49 feet to the point of beginning, in Campton Township, Kane County, Illinois and containing 17.644 acres.

806850X76
94K058908

0907 0336

Legal description for EASEMENT REALTY shall be supplemented as the legal descriptions for additional easement areas for application of treated effluent become available and as the legal descriptions for Wasco Sanitary District utility easement areas become available.

94K058908

0907 0337

EXHIBIT 3
TO
EXHIBIT "J"

CONSENT OF MORTGAGEE

COLE TAYLOR BANK, an Illinois Banking Association,
as Mortgagee pursuant to a certain Mortgage recorded in the
Recorder's Office of Kane County, Illinois on May 19, 1994,
as Document No. 94 K 041819 / May 19, 1994 and a Construction Mortgage Agreement recorded
as Document No. 94 K 041819 / May 19, 1994 as Document No. 94 K 041819 and a certain Assignment of
Leases and Assignment of Rents and Profits recorded on
May 19, 1994 as Document No. 94K041818 / May 19, 1994 and a Security Interest recorded
as Document No. 94K0418120, does hereby consent
to the foregoing Grant of Easement and agrees that the lien of
said Mortgage and Assignment shall be subject to the provisions of
the foregoing Grant of Easement.

IN WITNESS WHEREOF, COLE TAYLOR BANK, an
Illinois Banking Association as Mortgagee aforesaid, has caused
its corporate seal to be affixed hereunto and has caused its name
to be signed to these presents by its Senior Vice President,
this _____ day of July, 1994.

COLE TAYLOR BANK
Mortgagee
By: Vincent J. Daley
Its Senior Vice President

ATTEST:
[Signature]
Title: VICE PRESIDENT


806850476
94K058908

0907 0338

STATE OF ILLINOIS)
) SS.
COUNTY OF K A N E)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that VINCENT F. DALEY JR. who is personally known to me to be the Senior Vice President of COLE TAYLOR BANK, and John F. Atkenson personally known to me to be the Vice President of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Senior Vice President and Vice President, they signed, sealed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 13th day of July, 1994.



Notary Public

" OFFICIAL SEAL "
MARGUERITE A. WALSH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/26/96

94K058908

0907 0339

ENVIRONMENTAL UNDERTAKING

FOX MILL LIMITED PARTNERSHIP, by an Illinois limited partnership; HARRIS BANK ST. CHARLES, successor to State Bank of St. Charles, as Trustee under Agreement dated January 10, 1994 and known as Trust No. LT-2313 (hereinafter referred to as "TRUST LT-2313"); RONALD MUELLER and SYLVIA MUELLER; SAM ALEX and ANTONETTE ALEX; BDHK, an Illinois Joint Venture; KANE COUNTY BANK & TRUST COMPANY, as Trustee under a Trust Agreement dated February 4, 1975 and known as Trust No. 24; PETERSON FARM CORPORATION; ("Grantors") undertake with the Wasco Sanitary District ("Grantee") as follows:

1. Environmental Definitions. For purposes of the hereinafter described representations, warranties and indemnity, the hereinafter described definition shall be used. The term "Hazardous Materials" shall mean any substance, material, gas or particulate matter which is regulated by any local governmental authority, the State of Illinois, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material", "hazardous substance", "extremely hazardous waste", or "restricted hazardous waste" under any provision of Illinois law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. §1251 et seq. (33 U.S.C. §1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recover Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903), or (viii) defined as a "hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq. (42 U.S.C. §9601). The term "Environmental Laws" shall mean all statutes specifically described in the foregoing sentence and all federal, state and local environmental health and safety statutes, ordinances, codes, rules regulations, order and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

2. Environmental Representation and Warranties. Grantors represents and warrants that to the best of his knowledge: (i) neither the Premises i.e. the temporary and permanent easements and the Real Estate being sold pursuant to the option between Grantors and Grantee nor any part thereof is in breach of any Environmental Laws, (ii) the Premises does not contain any underground storage tanks, and (iii) the Premises is free of any Hazardous Materials, that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner inaccurate or any such warrant is in any manner breached (collectively, a "Breach"), and if such

Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Grantors shall promptly take any and all remedial and removal action as required by Environmental Laws to clean up the Premises, mitigate exposure to liability arising from, and keep the Premises free of any lien imposed pursuant to, any Environmental Laws as a result of such Breach.

3. **Environmental Indemnity.** Additionally, but not in lieu of Grantors' affirmative undertakings set forth above, Grantors agree to indemnify, defend and hold harmless Grantee from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, responses and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable attorneys' fees and expenses, consultant's fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by Grantee as a result of (a) any Breach, or (b) any matter, condition or state of fact involving Environmental Laws or Hazardous Materials which existed on or arose prior to the Closing Date of which Grantor had knowledge, and which Grantors knew failed to comply with (i) the Environmental Laws in effect as of the Closing Date or (ii) any existing common law theory based on nuisance or strict liability in existence as of the Closing Date.

DATED this 22nd day of ^{July} ~~May~~, 1994.

WASCO SANITARY DISTRICT

By: *Arthur L. Shoch*
President

ATTEST:

Patricia Collins
Clerk

FOX MILL LIMITED PARTNERSHIP, an Illinois limited partnership,

By: KANE COUNTY LAND COMPANY,
a General Partner,

By: *[Signature]*
President

ATTEST:

Jerry Boos
Secretary

94K058908

0907 0341

HARRIS BANK ST. CHARLES, Successor to State Bank of St. Charles, as Trustee under Agreement dated January 10, 1994 and known as Trust No. LT-2313

By: *Cheryl Fair*
CHERYL FAIR Trust Officer
VICE PRESIDENT & TRUST OFFICER

HARRIS BANK ST. CHARLES
ATTEST:
Elvin C. Feltes
Elvin C. Feltes Secretary
TRUST OFFICER

PETERSON FARM CORPORATION
By: *Bob D. Peterson*
President

ATTEST:
Kathleen A. Peterson
Secretary

Ronald Mueller
RONALD MUELLER

Sylvia Mueller
SYLVIA MUELLER

KANE COUNTY BANK & TRUST COMPANY, as Trustee under a Trust Agreement dated February 4, 1975 and known as Trust No. 24

By: *Juice Docherty*
Trust Officer

KANE COUNTY BANK & TRUST COMPANY
ATTEST:
Edward G. Goring, T.O.
Secretary

0907 0342

94K058908

BKHK, an Illinois Joint Venture

By: *J. J. Alex*
Its *principal*

Sam Alex
SAM ALEX

Antonette Alex
ANTONETTE ALEX

C:\DOCS\WASCO.SD\WASCO-SD.EU:cv:5/5/94:2:59pm

0907 0343

94K058908

EXCULPATORY RIDER

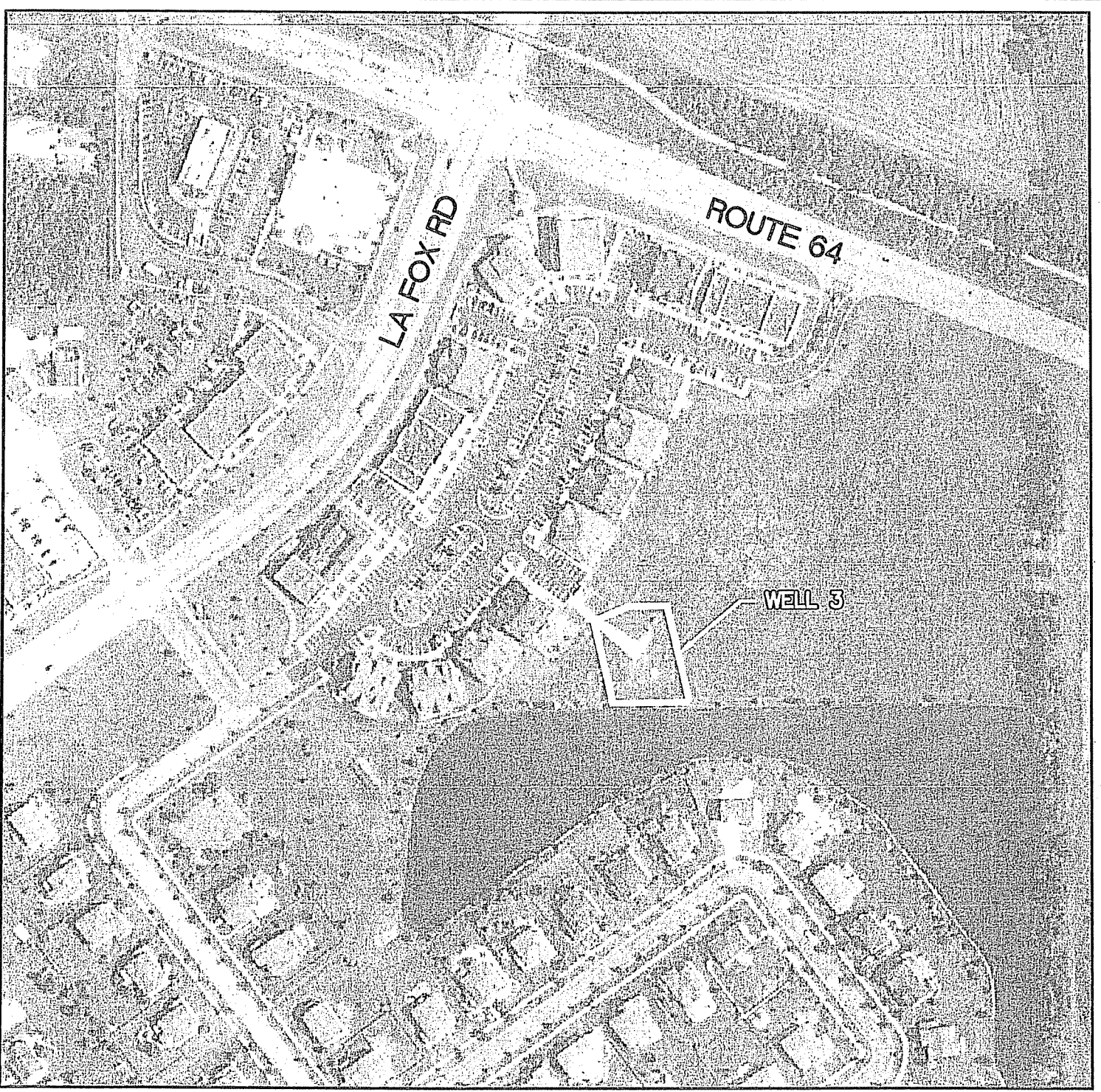
It is expressly understood and agreed by every person, firm or corporation claiming any interest under this document that Harris Bank St. Charles shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from, or affecting the property of the soil, water, vegetation, buildings, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements, or demands or government authorities, or any policies or requirements of the trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflict between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Harris Bank St. Charles, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

94K058908

0907 0344



SCALE: 1" = 200'

CLIENT WASCO SANITARY DISTRICT P.O. BOX 9 WASCO, IL 60183 (630) 443-0111	TITLE RECOVERY BOND APPLICATION	DWN.	EAM	CHKD.	GC
		JOB# 08-0064			
WILLS BURKE KELSEY ASSOCIATES LTD. 116 West Main Street, Suite 201 St. Charles, Illinois 60174 (630) 443-7755	WELL 3 BACKUP GENERATOR	DATE 11/04/2010			
		EXHIBIT 3			

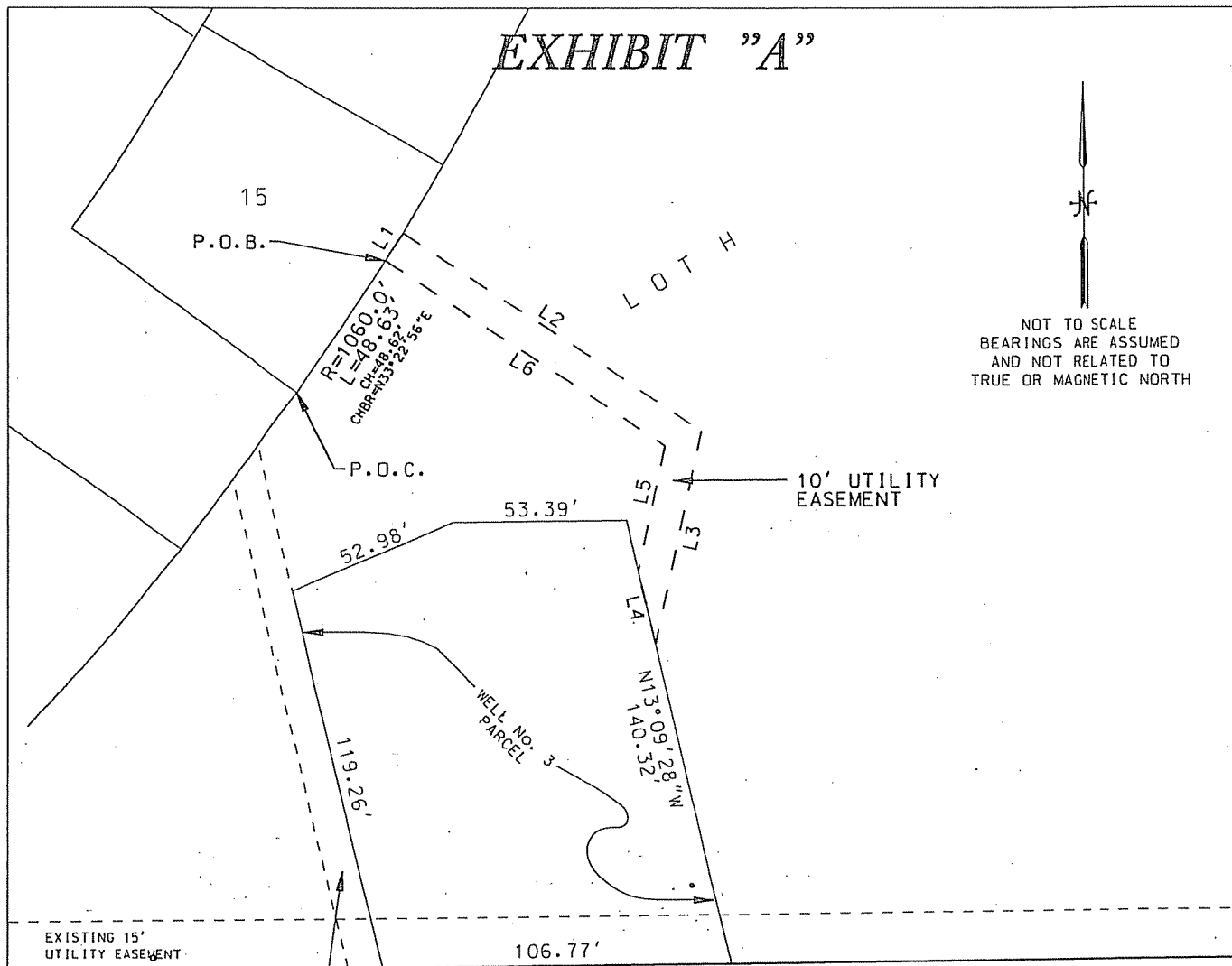
EXHIBIT A-3

WELL No. 3 LOT LEGAL DESCRIPTION

THAT PART OF LOT H IN CAMPTON CROSSINGS SUBDIVISION, UNIT 2 BEING PART OF THE EAST HALF OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORD MAY 29, 2001 AS DOCUMENT NUMBER 2001K050665 IN KANE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SUBDIVISION

A DISTANCE OF 515.69 FEET TO THE POINT OF BEGINNING; THENCE NORTH 13 DEGREES 09 MINUTES 28 SECONDS WEST 140.32 FEET; THENCE WESTERLY ALONG A LINE PARALLEL TO SAID SOUTH LINE A DISTANCE OF 53.39 FEET; THENCE SOUTH 66 DEGREES 29 MINUTES 39 SECONDS WEST 52.98 FEET; THENCE SOUTH 13 DEGREES 09 MINUTES 28 SECONDS EAST 119.26 FEET TO A POINT ON THE SOUTH LINE; THENCE EASTERLY ALONG SAID SOUTH LINE A DISTANCE OF 106.77 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"



NOT TO SCALE
BEARINGS ARE ASSUMED
AND NOT RELATED TO
TRUE OR MAGNETIC NORTH

NO.	DIST.	BEARING
L1	10.00	N31°47'51"E
L2	110.24	S56°26'49"E
L3	67.28	S12°21'17"W
L4	23.22	N13°09'28"W
L5	39.48	N12°21'17"E
L6	103.09	N56°26'49"W

ALSO BEARING OF
ADJACENT PARCELS
AND THE LOCATION
OF THE WELL NO. 3
AS SHOWN ON THE
PLAT OF THE CITY OF
WASCO, ILLINOIS
AS FILED IN THE
OFFICE OF THE CLERK
OF THE COUNTY OF
KANE, ILLINOIS
ON 04/22/2007
BY ROBERT H. ANDERSON
REGISTERED PROFESSIONAL
SURVEYOR

CAMPTON CROSSINGS
EXHIBIT "A"
CITY OF WASCO KANE COUNTY ILLINOIS

RH&A
Robert H. Anderson & Associates, Inc.
Consulting Engineers & Land Surveyors
Timbers Professional Center
220 West River Drive, St. Charles, Illinois 60174
Phone - 630.594.3333 Fax - 630.594.3047
Email - rha@rhasy.com

EXHIBIT B

**RULES, AND REGULATIONS APPLICABLE TO THE AGENCY/
AGENCY POLICIES, PROGRAMS AND PROCEDURES**

(see attached)

EXHIBIT C

AGENCY PROJECT

REQUISITION FORM # _____

State of Illinois)
) SS
County of Kane)

The affiant, _____, _____ a unit of local government and public agency of the State of Illinois (the "Agency"), hereby certifies to _____ (the "Depository") and the County of Kane (the "County") that with respect to that certain Intergovernmental Agreement between the Agency and the County dated _____, 2010 (the "Agreement"):

A. The following is a true and complete statement of all costs incurred for the Project by the Agency:

TOTAL: \$ _____

B. This paragraph B sets forth and is a true and complete statement of all costs of Agency Project Improvements for the Agency Project paid for by the County to date (if any) through its loan of Bond Proceeds (as defined in the Agreement) to the Agency:

\$ _____

C. The Agency requests disbursement for the following cost of Agency Project Improvements:

\$ _____

D. None of the costs referenced in paragraph C above has been previously loaned to the Agency by the County.

E. The Agency hereby certifies to the County that, as of the date hereof,

1. The representations and warranties contained in the Agreement are true and correct and the Agency is in compliance with all applicable covenants contained therein.

2. No Event of Default (as defined in the Agreement) or condition or event that, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

3. The Agency is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Agency, all as may be in effect from time to time, pertaining to

or affecting the Project or the Agency as related thereto, including but not limited to those summarized in Exhibit B of the Agreement.

F. Attached hereto are: (1) a cost itemization of the applicable portions of the budget attached as Exhibit D to the Agreement; and (2) evidence of the expenditures upon Agency Project Improvements for which the Agency hereby seeks disbursement.

H. The Agency hereby requests that the Depository direct disbursement to:

All capitalized terms that are not defined herein have the meanings given such terms in the Agreement.

	_____, a unit of local government and public agency of the State of Illinois
	By: _____
	Name: _____
	Title: _____

Subscribed and sworn before me this ___ day of _____, ____.

My commission expires: _____

Exhibit D
Preliminary Agency Project Budget

<u>Uses of Funds</u>	<u>Source (County or Agency)</u>	<u>Cost</u>
Legal Fees		
Land Acquisition		\$
Fees and Reimbursable Costs		\$
<i>Subtotal for Legal Fees</i>	n/a	\$
Abatement, Demolition, Site Preparation & Remediation	n/a	\$
Design and Management		\$58,000.00
Pre-Purchased Materials		\$
Furniture, Fixtures and Equipment		\$
Construction Expenditures		
Fees and Services		\$
General Construction		\$485,000.00
Construction Contingency (5%)		\$
PBC Administration (3%)		\$
Project Management Office Costs		\$
Project Total		\$543,000.00

See attached Detail Exhibit D1

EXHIBIT D 1

Wasco Dsanitary District
Kane County Recovery Zone Bond Application
Aerator/Blower / Generator Improvements
11/4/2010 GJC

Item	Study	Engineering	Land	Equipment / Construction	Construction Engineering
Aerators		\$ 2,500.00		\$ 195,000.00	\$ 2,500.00
Blower 1	\$ 1,000.00	\$ 2,000.00		\$ 25,000.00	\$ 2,000.00
Blower 2		\$ 2,000.00		\$ 25,000.00	\$ 2,000.00
Blower 3		\$ 2,000.00		\$ 25,000.00	\$ 2,000.00
Blower 4		\$ 2,000.00		\$ 25,000.00	\$ 2,000.00
DO Monitoring System	\$ 1,000.00	\$ 5,000.00		\$ 50,000.00	\$ 5,000.00
Well 3 Backup Generator		\$ 15,000.00		\$ 140,000.00	\$ 10,000.00
Sub-Total	\$ 2,000.00	\$ 30,500.00		\$ 485,000.00	\$ 25,500.00

Total \$ 543,000.00

Exhibit E
[Preliminary] [Amended] [Final] Agency Project Improvements

Uses of Funds		Cost
Legal Fees		
	Land Acquisition	\$
	Relocation	\$
	Fees and Reimbursable Costs	\$
	<i>Subtotal for Legal Fees</i>	\$
		\$
Abatement, Demolition, Site Preparation & Remediation		\$
Design and Management		\$
Pre-Purchased Materials		\$
Furniture, Fixtures and Equipment		
Construction Expenditures		
	Fees and Services	\$
	General Construction	\$
	Construction Contingency (5%)	\$
	PBC Administration (3%)	\$
Project Management Office Costs		\$
Project Total		\$