

CITY OF LINCOLN
COMMITTEE OF THE WHOLE MEETING
AGENDA
SEPTEMBER 13, 2022
CITY HALL COUNCIL CHAMBERS
7:00 PM

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Public Participation**
4. **City Parks – Update**
5. **Dog Park – 8th Street Park**
6. **Proclamation- National Rail Safety Week**
7. **Ordinance amending 3-24 adding additional recreational businesses that can operate in the city of Lincoln.**
8. **Intergovernmental Agreement with Illinois Department of Resources for the upkeep of IDNR Property (Postville Courthouse).**
9. **Easement and Agreement**
10. **Easement Upgrade Request – Transmission Line Fogarty-Kickapoo**
11. **Announcements**
12. **Possible Executive Session**
13. **Adjournment**
14. **Upcoming Meetings:** City Council Meeting: Monday, September 19, 2022 at 7:00 PM
Committee of the Whole Meeting: Tuesday, September 27, 2022 at 7:00 PM

MEMORANDUM

TO: Mayor and City Council Members

FROM: Tony Zurkammer and Kevin Bateman, Alderman
Ashley Metelko, Administrative Assistant

MEETING DATE: September 13, 2022

RE: Update of City Parks – Remaining Approval amount \$180,000.00

Background:

We are about to start the equipment updates on Melrose Park in the beginning of October. All of the other supplies ordered for Melrose Park, have been received and are sitting at the Street & Alley dept.

We are looking to move forward with the plans for the other parks here soon but first we need to bring the other 3 parks up to code in regard to the amount of mulch that is required in the playground area. We would like to get the remaining amount of \$180,000.00 approved by council so we can continue to move forward and make all the updates necessary.

As a reminder, these updates are being funded through the American Rescue Plan Act (ARPA).

Council Recommendation:

City Council to vote at regular city council meeting on September 19, 2022.

MEMORANDUM

TO: Mayor and City Council Members
FROM: Mayor Tracy Welch, Alderman Sam Downs & Alderman Kevin Bateman
MEETING DATE: September 13, 2022
RE: Dog Park – 8th Street Park - \$60,000.00 Request

Background:

What is a dog park?

A dog park is a public park, typically fenced, where people and their dogs can play together. Similarly, a dog run is a smaller fenced in area, created for the same use, that is often located within an existing park. As the names imply, these places offer dogs off-leash play areas and the chance to socialize with other canines and their owners. Dog parks, which are sometimes managed by park users in conjunction with the city or town officials offer a wealth of benefits to dogs, dog owners and the community as a whole.

How does a dog park benefit the community?

It allows dogs to exercise and socialize safely. Dogs need room to run, and enclosed play areas permit them to do so while preventing them from endangering themselves and others. Dogs who are accustomed to playing with other dogs and people are more likely to be well socialized and react well towards strangers.

It Promotes responsible dog ownership. Dog parks prevent off-leash animals from infringing on the rights of other community residents and park users such as joggers, small children, and those who may be fearful of dogs. Parks also make it easy for the city to enforce its leash laws, as resident dog owners with park access have no reason to allow their canine companions off-leash when outside of the park.

It provides an outlet for dog owners to socialize. Dog parks are a great place for owners to meet other people with common interests.

It helps promote public health and safety to the community. Well-exercised dogs are better neighbors who are less likely to create a nuisance, bark excessively, and destroy property.

What are some goals we have for a successful dog park?

Community engagement-Physical and Mental Stimulation-Educational Advantages

1. Provide a safe place for dogs and their owners to play and socialize.
2. Provide better opportunities for dog owners to meet like-minded people.
3. Provide a safe place for older people or people with disabilities who may not be able to walk their dogs.
4. Provide opportunity for owners to learn about dogs through observation and also provides the opportunity to learn from more experienced owners.
5. Provide opportunity for well-mannered-dog advocates to demonstrate how they turned their dog into a well-mannered dog.

Setting Rules-

One way to maintain a dog park is to create and enforce guidelines for its use. The rules may vary for this park and its needs. Some examples include:

- Dog owners are legally responsible for any injuries their dogs may cause.
- All dogs should have up-to-date vaccinations.
- Owners must remain with their dogs at all times.
- Young children should also be under supervision for their safety.
- Dog owners must clean up after their pets.
- Dogs should not visit the park if they are aggressive, disruptive or in heat.
- Dogs should remain on a leash when entering or exiting the park.

Budgeting-

Lowest Estimate received on 695' total of 6' high black vinyl coated chain link fence:

AMCO Fence: \$34,890.00

-Wire is 8 gauge after coating

-Commercial grade bottom cable at bottom of fence

-Minimum of 4 ties per line post

-Commercial grade hinges on gates (we call them bulldog hinges)

-Typically use a commercial grade fork latch

The added estimated costs would include the following:

10'x 10' concrete pad:	\$ 2,000.00
Sidewalk	\$ 2,000.00
(2) Waste Stations/bags:	\$ 2,236.00
(2) Benches:	\$ 1,000.00
(1) Leashing Posts:	\$ 515.00
(1) Drinking Fountain	\$ 2,870.00
Dog Park Signs	\$ 1,000.00
American Water line & hook up:	\$ 1,500.00 (left over amount applied here)
Remaining Amount for the unknown	\$11,989.00
TOTAL ESTIMATED COST	\$ 60,000.00

Council Recommendation: To be placed on regular agenda September 19th, 2022.

**Proclamation
National Rail Safety Week**

WHEREAS, 2,148 rail grade crossing collisions resulted in 658 personal injuries and were responsible for 238 fatalities in the United States during 2021; and

WHEREAS, 1,151 trespassing incidents have occurred in the United States resulting in 528 pedestrians being killed and another 623 injured while trespassing on railroad property rights of way during 2021; and

WHEREAS, educating and informing the public about rail safety, reminding the public that railroad right of ways are private property, enhancing public awareness of the dangers associated with highway rail grade crossings, ensuring pedestrians and motorists are looking and listening while near railways, and obeying established traffic laws will reduce the number of fatalities and injuries; and

WHEREAS, the International Association of Chiefs of Police, National Operation Lifesaver, United States Department of Transportation, and all local, state, county, and railroad law enforcement officers, first responders, and railroad corporations commit to partnering together in an effort to educate at a national level all aspects of railroad safety, to enforce applicable laws in support of National Rail Safety Week;

THEREFORE, I, _____ (Name), _____ (Title), do hereby attest my full support proclaiming September 19th to 25th, 2022, National Rail Safety Week and I encourage all citizens to recognize the importance of rail safety education.

(Name)

(Title)

(City)



ORDINANCE NO. _____

AN ORDINANCE AMENDING 3-24 ADDING ADDITIONAL RECREATIONAL
BUSINESSES THAT CAN OPERATE IN THE CITY OF LINCOLN

THIS ORDINANCE is made and adopted by the CITY COUNCIL OF THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, at a regular meeting held in the City Council Chambers in said City on the ____ day of _____, 2022,
WITNESSETH:

WHEREAS, the CITY OF LINCOLN is a municipal corporation located in Logan County, Illinois; and

WHEREAS, the CITY OF LINCOLN acknowledges that is previously passed on April 19, 2021 ordinance 2021-941 implementing within the code regulations regarding adult use recreational cannabis dispensaries to be opened in the City of Lincoln; and

WHEREAS, the CITY OF LINCOLN since the passage of the ordinance the City of Lincoln acknowledges that there are other types of recreational adult use cannabis business types that could operate within the City of Lincoln, notably craft growers, cultivation centers, transportation centers, infusers, and processing centers; and

WHEREAS, the CITY OF LINCOLN wants to allow these business types to exist within the City of Lincoln subject to the same terms as the Dispensaries that was previously passed; and

NOW, THEREFORE, IT IS HEREBY ORDAINED by the CITY COUNCIL OF THE CITY OF LINCOLN, as follows:

1. That a new 3-24-1 will be added indicating the purpose and applicability of the city code provision. (see Exhibit A)
2. That a new 3-24-2 will be added creating new definitions for recreational cannabis businesses. (See Exhibit A)
3. That a new 3-24-8-13 will be created outline stipulations for cannabis craft growers, dispensing organizations, infuser organization, processing organization, transporting organization, and disallows cultivation centers. (See Exhibit A)

4. The numbering shall be changed to reflect the new additions and the wording of existing terms will be adjusted to comport with the new definitions. (See Exhibit A)

5. Effective Date. The effective date is immediate upon the passage of the same.

The vote on the adoption of his Ordinance was as follows:

Alderman Parrott	_____	Alderwoman Rohlf	_____
Alderwoman Horn	_____	Alderman Jones	_____
Alderman Hoefle	_____	Alderman Zurkammer	_____
Alderman Downs	_____	Alderman Bateman	_____

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

Passed and approved this ____ day of _____, 2022.

CITY OF LINCOLN,

BY: _____

Tracy Welch, Mayor
City of Lincoln, Logan County, Illinois

ATTEST: _____ (SEAL)

City Clerk, City of Lincoln,
Logan County, Illinois

EXHIBIT A

3-24: RECREATIONAL ADULT USE ~~DISPENSARY~~ CANNABIS BUSINESS REGULATIONS

3-24-1: PURPOSE AND APPLICABILITY

It is the intent and purpose of this section to provide regulations regarding the cultivation, processing and dispensing of recreational cannabis occurring within the corporate limits of the City of Lincoln. Such facilities shall comply with all regulations provided in the “cannabis regulation and tax act” (410 ILCS 705), as it may be amended from time to time, and regulations promulgated thereunder, and the regulations provided below. In the event that the Act is amended, the more restrictive of the state or local regulations shall apply.

3-24-2: DEFINITIONS

RECREATIONAL CANNABIS BUSINESS ESTABLISHMENT: A recreational cultivation center, craft grower, processing organization, infuser organization, dispensing organization or transporting organization.

RECREATIONAL CANNABIS CRAFT GROWER: A facility operated by an organization or business that is licensed by the Illinois department of agriculture to cultivate, dry, cure and package cannabis and perform other necessary activities to make cannabis available for sale at a dispensing organization or use at a processing organization, per the “cannabis regulation and tax act,” (410 ILCS 705), as it may be amended from time to time, and regulations promulgated thereunder.

RECREATIONAL CANNABIS CULTIVATION CENTER: A facility operated by an organization or business that is licensed by the Illinois department of agriculture to cultivate, process, transport and perform necessary activities to provide cannabis and cannabis-infused products to licensed cannabis business establishments, per the “cannabis regulation and tax act,” (410 ILCS 705), as it may be amended from time to time, and regulations promulgated thereunder.

RECREATIONAL CANNABIS DISPENSING ORGANIZATION: A facility operated by an organization or business that is licensed by the Illinois department of financial and professional regulation to acquire cannabis from licensed cannabis business establishments for the purpose of selling or dispensing cannabis, cannabis-infused products, cannabis seeds, paraphernalia or related supplies to purchasers or to qualified registered medical cannabis patients and caregivers, per the “cannabis regulation and tax act,” (410 ILCS 705), as it may be amended from time to time, and regulations promulgated thereunder.

RECREATIONAL CANNABIS INFUSER ORGANIZATION OR INFUSER: A facility operated by an organization or business that is licensed by the Illinois department of

agriculture to directly incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis-infused product, per the “cannabis regulation and tax act,” (410 ILCS 705), as it may be amended from time to time, and regulations promulgated thereunder.

RECREATIONAL CANNABIS PROCESSING ORGANIZATION OR PROCESSOR: A facility operated by an organization or business that is licensed by the Illinois department of agriculture to either extract constituent chemicals or compounds to produce cannabis concentrate or incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis product, per the “cannabis regulation and tax act,” (410 ILCS 705), as it may be amended from time to time, and regulations promulgated thereunder.

RECREATIONAL CANNABIS TRANSPORTING ORGANIZATION OR TRANSPORTER: An organization or business that is licensed by the Illinois department of agriculture to transport cannabis on behalf of a cannabis business establishment or a community college licensed under the “community college cannabis vocational training pilot program”, per the “cannabis regulation and tax act,” (410 ILCS 705), as it may be amended from time to time, and regulations promulgated thereunder.

3-24-13: LICENSE REQUIRED

It shall be unlawful for any person to sell or to offer for sale at retail any adult recreational use marijuana within the corporate limits of the City without having first obtained a license as provided by this chapter.

3-24-24: APPLICATION FOR LICENSES

Application for such licenses shall be made to the Mayor in writing, signed by the applicant if an individual or by a duly authorized agent thereof if a club or corporation, verified by oath or affidavit, and said application shall contain the following information and statements:

- (A)** The name, age and address of the applicant in case of an individual; in the case of a copartnership, the persons entitled to share in the profits thereof; and in the case of a corporation for profit or a club, the date of incorporation, the objects for which it was organized, the names and addresses of the officers and directors; and if a majority in interest of the stock of such corporation is owned by one person or his nominees, the names and addresses of such persons; and if the business is to be run by a manager, the name and address of the manager shall also be included;
- (B)** The citizenship of the applicant, his place of birth and if a naturalized citizen, the time and place of his naturalization;
- (C)** The character of the business of the applicant; and in the case of a corporation, the objects for which it was formed;
- (D)** The length of time that said applicant has been in business of that character, or in the case of a corporation, the date on which its charter was issued;

- (E) The amount of goods, wares and merchandise on hand at the time application is made;
- (F) The location and description of the premises or place of business which is to be operated under such license;
- (G) A statement whether applicant has made similar application for a similar license on premises other than described in this application, and the disposition of such application;
- (H) A statement that applicant has never been convicted of a felony and is not disqualified to receive a license by reason of any matter or thing contained in this chapter, laws of this State, or the provisions of this Code;
- (I) Whether a previous license by any state or subdivision thereof, or by the Federal government has been revoked, and the reasons therefore;
- (J) A statement that the applicant will not violate any of the laws of the State of Illinois or of the United States, or any ordinance of the City in the conduct of his place of business; and a further statement that applicant is qualified to obtain a license to sell at adult recreational use cannabis from the State of Illinois;
- (K) A statement as to whether the applicant is a resident of the City.

Upon the filing of an application for a license to the City Council, as provided in this chapter, the City Council shall upon such, investigate the applicant for a license and shall upon such investigation, approve or reject the application by granting the license or by not granting the license; provided, however, that no such license shall be granted or refused in less than one week's time after the presentation of the application to the City Council.

3-24-35: PERSONS REFUSED LICENSE

No such license shall be issued to:

- (A) A person who is not of good character and reputation in the community in which he resides;
- (B) A person who is not a citizen of the United States;
- (C) A person who has been convicted of a felony under any Federal or State law, if the State has determined, after investigation, that such person has not been sufficiently rehabilitated to warrant the public trust;
- (D) A person who has been convicted of being the keeper or is keeping a house of ill fame;
- (E) A person who has been convicted of pandering or other crime or misdemeanor opposed to decency and morality;
- (F) A person whose license issued under this chapter has been revoked for cause;
- (G) A person who at the time of application for renewal of any license issued hereunder would not be eligible for such license upon a first application;
- (H) A copartnership, unless all of the members of such copartnership shall be qualified to obtain a license;
- (I) A corporation, if any officer, manager or director thereof or any stockholder or stockholders owning in the aggregate more than 5% of the stock of such corporation, would not be eligible to receive a license hereunder for any reason other than citizenship and residence within the political subdivision;

- (J)** A corporation, unless it is incorporated in Illinois, or unless it is a foreign corporation which is qualified under the Illinois Business Corporation Act to transact business in Illinois;
- (K)** A person whose place of business is conducted by a manager or agent, unless the manager or agent possesses the same qualifications required of the licensee;
- (L)** A person who does not beneficially own the premises for which a license is sought, or does not have a lease thereon for the full period for which the license is to be issued;
- (M)** Any law enforcing public official, including members any Mayor, Alderman, or member of the City Council or commission, any president of a village board of trustees, any member of a village board of trustees, or any president or member of a county board; and no such official shall be interested in any way, either directly or indirectly, in the manufacture, sale or distribution of cannabis, except that license may be granted to such official in relation to premises which are not located within the territory subject to the jurisdiction of that official if the issuance of such license is approved by the State of Illinois;
- (N)** A person who is not a beneficial owner of the business to be operated by the licensee;

3-24-46: NUMBER OF LICENSES

There shall only be allowed one ~~recreational adult use cannabis dispensary~~ license issued for each type of Cannabis Business as defined in 3-24-2. The Mayor shall furnish the Clerk, treasurer and Chief of Police each with a copy of the license thereof; upon the issuance of any new license, or the revocation of any old license, the Mayor shall give written notice of such action to each of the aforesaid officers within 48 hours of such action.

3-24-67: APPLICATION (NEW AND RENEWAL) FEE

The application fee for a recreational ~~adult use cannabis dispensary~~ cannabis business establishment shall be a non-refundable \$2,500.00. The yearly annual fee shall be \$2,500.00 due May 1 of each year.

3-24-8: RECREATIONAL CANNABIS CRAFT GROWER

In those zoning districts in which a recreational cannabis craft grower may be located (district C2), the proposed facility must comply with the following:

- A. Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.
- B. For purposes of determining required parking, recreational cannabis craft grower shall be classified as a retail store or service shop under chapter 11-7-4 of this code.

3-24-9: RECREATIONAL CANNABIS CULTIVATION CENTER

This form of cannabis-related business is not permitted within the City of Lincoln.

3-24-10: RECREATIONAL CANNABIS DISPENSING ORGANIZATION

In those zoning districts in which a recreational cannabis dispensing organization may be located (district C2), the proposed facility must comply with 410 ILCS 705

3-24-11: RECREATIONAL CANNABIS INFUSER ORGANIZATION

In those zoning districts in which a recreational cannabis infuser organization may be located (district C2), the proposed facility must comply with the following:

- A. Facility may not conduct any retail sales.
- B. Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.
- C. For purposes of determining required parking, recreational cannabis craft grower shall be classified as a retail store or service shop under chapter 11-7-4 of this code.

3-24-12: RECREATIONAL CANNABIS PROCESSING ORGANIZATION

In those zoning districts in which a recreational cannabis processing organization may be located (district C2), the proposed facility must comply with the following:

- A. Facility may not conduct any retail sales.
- B. Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.
- C. For purposes of determining required parking, recreational cannabis craft grower shall be classified as a retail store or service shop under chapter 11-7-4 of this code.

3-24-13: RECREATIONAL CANNABIS TRANSPORTING ORGANIZATION

This form of cannabis-related business shall adhere to all requirements as dictated in 410 ILCS 705, Article 40.

3-24-514: BAN ON CONSUMPTION AT DISPENSARY

It shall be unlawful for anyone to consume cannabis on-site at a ~~recreational adult use cannabis dispensary~~ recreational cannabis business establishment.

3-24-715: LOCATION RESTRICTIONS

No license shall be issued for any recreational adult use cannabis dispensary within 250 feet of any pre-existing church or pre-existing school within the City of Lincoln.

3-24-816: CHANGE OF LOCATION

A license shall permit the sale of recreational adult use cannabis only on the premises described in the application and license. Such location may be changed only with the written permit to make such change issued by the City Council. No change of location shall be permitted unless the proposed new location is a proper one for the sale of recreational adult use cannabis under the laws of this state and the provisions of this Code. Any such change shall be allowed only after receipt of a \$2,500.00 fee payable to the City of Lincoln.

3-24-917: HOURS, DAYS OF SALE

Recreational ~~Adult Use Cannabis Dispensary~~ Cannabis Business Establishment can operate between the hours of 10 a.m. through 10 p.m. Monday through Saturday and 12:00 p.m. through 6:00 p.m. on Sunday. It shall be illegal to operate outside of those designated times.

3-24-1018: REVOCATION OF LICENSE

The City Council shall have power to grant licenses and to revoke for cause any or all licenses issued to persons for the sale of recreational adult use cannabis within the City, and they shall revoke any license for any violation of any of the provisions of this chapter or for any violation of any state law pertaining to the sale of recreational adult use cannabis.

Any license issued under this chapter may be suspended or revoked by the City Council commissioner for any one of the following reasons:

- (A)** Violation of the laws of the state or of the United States, or of any of the provisions of this chapter.
- (B)** The willful making of any false statement as to a material fact in application for a license.
- (C)** Permitting any illegal, disorderly or immoral practices upon licensed premises.

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Walt Landers, Street Superintendent

MEETING

DATE: September 13, 2022

RE: **Intergovernmental Agreement with Illinois Department of Resources for the Upkeep of IDNR Property (Postville Courthouse)**

Background

Lincoln Street Department staff have maintained the grounds of the Postville Courthouse for several years without any compensation from Illinois Department of Natural Resources (IDNR).

Analysis/Discussion

I have been in contact with Mathew Mittelstaedt who is a Site Manager for IDNR and oversees the Postville Courthouse regarding compensation for the work city staff does to maintain the grounds at the courthouse. On April 30, 2021, I provided an itemized proposal to the IDNR, totaling \$3000.00 annually and it has finally been approved. IDNR has provided an Intergovernmental Agreement for the council's approval and to be signed by Mayor Welch.

Fiscal Impact

Reimbursement of \$3,000.00 to cover labor and fuel cost.

COW Recommendation

Approve Intergovernmental Agreement and place on the Agenda for the September 19, 2022, Regular Council Meeting.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
ILLINOIS DEPARTMENT OF NATURAL RESOURCES
AND
THE CITY OF LINCOLN, ILLINOIS, FOR THE
UPKEEP OF IDNR PROPERTY**

This Intergovernmental Agreement (hereinafter "Agreement") is entered into the ____ day of _____, 2022 between the **Illinois Department of Natural Resources** (hereinafter "IDNR") and the **City of Lincoln**, a unit of local government of the State of Illinois (hereinafter "City"). The effective date of this Agreement shall be the date the last signature is affixed to same. IDNR and the City may be referred to as the "Parties" in the plural or as a "Party" in the singular.

Recitals:

WHEREAS, IDNR is responsible for managing, conserving, and protecting Illinois' natural, recreational and cultural resources, furthering the public's understanding and appreciation of those resources, and promoting the education, scientific understanding, and public safety of Illinois' natural resources for present and future generations; and

WHEREAS, IDNR operates Postville State Historic Site (hereinafter "Postville") and owns the land on which Postville sits, including structures on the land, including, but not limited to, the courthouse and shed

WHEREAS, IDNR and the City have enjoyed a positive relationship for a number of years as related to the Postville Site, a relationship that has benefitted both Parties and visitors to Postville; and

WHEREAS, IDNR is currently using the Postville site as an interpretive tourist location to bring to the public an aspect of history; and

WHEREAS, IDNR desires to have the City provide basic lawn mowing, trimming and upkeep to the Postville grounds and surrounding area; and

WHEREAS, the City, through its Mayor, has expressed the City's willingness to assist IDNR with the mowing, trimming and upkeep of the Postville grounds for and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*,

authorizes and encourages cooperative agreements between units of Illinois' state and local governments; and

WHEREAS, the City is authorized to enter into this Agreement by official action of its duly-constituted city council. A copy of the ordinance approving this official action shall be attached to this Agreement and made a part of same; and

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, and in the spirit of intergovernmental cooperation, the IDNR and the City agree as follows:

Agreement:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein and made a part of this Agreement.
2. **Term.** This Agreement shall commence on the _____ day of _____, 2022 (determined by the date on which the last signature is affixed hereto) and run until the _____ day of _____, 20__.

3. **Responsibilities of the City.**

The City:

(A) agrees to mow and trim between April 15 of each year to October 31 of the following year and provide a spring and fall cleanup of the site

4. **Responsibilities of IDNR**

IDNR:

(A) agrees to pay the City \$3000.00 annually for the mowing and maintenance of the property as described herein, to be billed on or around July 1 of each year as follows (mowing \$2250.00, spring cleanup \$250.00, fall cleanup \$500.00)

5. **Access to the Leased Area/Notice.** The City will have access to the IDNR property to perform the activities herein
6. **Cooperation.** If the IDNR or the City has reason to believe that a violation of this Agreement has occurred or is occurring, written notice thereof specifying in detail the violation and the facts supporting the claim shall be served upon the party to this agreement that allegedly committed or is permitting such violation to occur. The IDNR and the City agree to act in good faith and to cooperate with each

other to resolve any disputes which may arise in the performance of this Agreement.

7. **Indemnification.** As related to this Agreement and the performance thereunder, the City agrees to indemnify, release, defend and hold harmless the State of Illinois and the IDNR, its officers, employees, agents, invitees, licensees, and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements, investigations by any local, state or federal regulatory agency, inquiries, judgments, findings, costs and expenses and reasonable attorneys' fees (including the reasonable value of time spent by the Illinois Attorney General's Office) and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Illinois and/or the IDNR related to or arising from (1) any breach of this Agreement, (2) any negligent, intentional or wrongful act or omission of the City, its employees or any agent, contractor or subcontractor utilized or employed by the City to perform under this Agreement or (3) the City's performance or attempted performance of any right, duty or obligation under this Agreement. The foregoing indemnification obligation shall survive the termination of this Agreement.
8. **Insurance Coverage.** During the term of this Agreement and any extensions thereof, the City shall procure and maintain policies of commercial general public liability insurance with contractual liability coverage for the agreements of indemnity provided for under this Agreement and a broad form general liability endorsement protection of not less than \$1,000,000 under a combined single limit of coverage insuring the IDNR and the City from all claims, demands or actions for injury to or death of any person or persons and for damage to property made by, or on behalf of, any person or persons, firm or corporation, arising from, related to or connected with the activities of the City at the Leased Area, as described herein.
9. **Controlling Law.** The terms and conditions of this Agreement shall be construed in accordance with and are subject to the laws of the State of Illinois. Any claim against IDNR arising under this Agreement shall be filed exclusively with the Illinois Court of Claims pursuant to the Illinois Court of Claims Act, 705 ILCS 505/1 *et seq.* IDNR shall not enter into binding arbitration to resolve any contract dispute. IDNR does not waive sovereign immunity by entering into this Agreement.
10. **Compliance with Laws.** City agrees that it will comply with all existing and future laws, statutes, ordinances, codes, regulations and orders of governmental authorities in the performance of its duties and obligations hereunder. Any permits and/or licenses necessary to perform under this Agreement will be identified, secured and paid for by the City.

11. **Severability.** 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 thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.
12. **Assignment.** This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Party. This Agreement shall inure to the benefit of and shall be binding upon IDNR and the City and their respective successors and permitted assigns.
13. **Conflicts/Control.** In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or administrative rule(s), the relevant statute(s) or rule(s) shall control.
14. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.
15. **Notices.** All notices given under this Agreement shall be in writing and shall be either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours coupled with the mailing of the original in the U.S. Mail on the same day, postage prepaid, or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and deposited in the United States Mail. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United State Postal Service. Notices shall be served at the following addresses:

If to IDNR:

Illinois Department of Natural Resources
Office of Land Management
Historic preservation Sites Division

Attn: K. Michael Norris, Sites Manager
One Natural Resources Way
Springfield, Illinois 62702
Facsimile: 217-524-4177

With a copy to:

Illinois Department of Natural Resources
Attn: Office of Legal Counsel
One Natural Resources Way
Springfield, Illinois 62702
Facsimile: 217-782-7616

If to the City:

City of Lincoln
Attn: Tracy Welch, Mayor
700 Broadway Street
Lincoln, Illinois 62656
217-735-2815

16. **Headings or Captions.** The headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.
17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart.
18. **Renewal.** This Agreement may be renewed for additional terms by mutual consent of the Parties, expressed in writing and signed by the Parties.
19. **Amendments.** This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.
20. **Incorporation by Reference.** The exhibits, if any, attached hereto are hereby incorporated into this Agreement by reference and expressly made a part of same.

21. **Termination.** IDNR may terminate this Agreement at any time, for cause or for no cause, by providing the City a 30-day written notice.

IN WITNESS THEREOF, the Parties have entered into this Agreement as of the _____ day of _____, 2022. (The effective date of this Agreement shall be the date the last signature is affixed to same.)

ILLINOIS DEPARTMENT OF NATURAL RESOURCES

BY: _____
Colleen Callahan, Director Date _____

CITY OF LINCOLN

BY: _____
Tracy Welch, Mayor Date _____



City of
Lincoln
ILLINOIS

LINCOLN STREET DEPARTMENT

Lincoln Municipal Services Building
313 Limit St. Lincoln, IL 62656
streetsdept@lincoln.il.gov
(217) 732-4655

4/30/21

Postville Courthouse Grounds Maintenance

- Spring Cleanup \$250.00
- Mowing and Trimming 4/15/21 through 10/30/21 \$2250.00
- Fall Cleanup \$500.00
- Total for 2021 \$3000.00
- Any forestry work would be based on time and material

EASEMENT AND AGREEMENT

This Easement and Agreement entered into this _____ day of _____, 2022, by and between the City Of Lincoln, Illinois, a body politic, hereinafter called "First Party," and Lincoln Industrial Park, Inc., a Corporation, hereinafter called "Second Party," for the uses and purpose herein described, WITNESSETH:

WHEREAS, First party is the owner of certain real estate, hereinafter called Tract 1, described as follows:

Five (5) acres off of the full West end of the South Half of the Northeast Quarter of the Northeast Quarter of Section 35, Township 20 North, Range 3 West of the 3rd P.M., Logan County, Illinois

WHEREAS, Second Party is the owner of certain real estate located within Lincoln Industrial Park, Inc. Subdivision (hereinafter called "subdivision), part of which subdivision is located in the Northwest Quarter of the Northeast Quarter of Section 35, Township 20 North, Range 3 West of the Third P.M., and specifically includes portions of Parcels 5 and 6 in said subdivision (excepting parts thereof previously conveyed to others) and the following described property, herein called Tract 2:

The land area located between the south line of Parcels 5 and 6 (as that south line extends westerly to the half section line of said Section 35) and the northerly boundary of the right of way of the former Illinois Central Railroad, said land area being also bounded on the west by the half section line of said Section 35 and bounded on the east by a line parallel to and one foot (1') west of the West line of the of the Northeast Quarter of the Northeast Quarter of said Section 35, Township 20 North, Range 3 West of the 3rd P.M., all in Logan County, Illinois; and

WHEREAS, located on Tract 2 is a private lane and driveway that provides the subdivision owners and occupants ingress from and egress to the public highway or street commonly known as Fifth Street in Lincoln, Illinois, and through which various utility easements and improvements exist which serve the subdivision and its parcel owners, occupants and assigns, including Second Party, Ry Jill Properties, LLC, and Norville Brown; and

WHEREAS, said private lane and driveway serving the subdivision owners and occupants exits onto Fifth Street in close proximity to the northeasterly boundary line of said railroad right of way; and

WHEREAS, Ry Jill Properties, LLC previously acquired from Second Party and now owns part of Parcel 6 of said subdivision along with a one foot (1') wide strip of land connecting said Parcel 6 to said Fifth Street and which adjoins the west boundary line of Tract 1 owned by First Party; and

WHEREAS, pursuant to the Easement And Driveway Maintenance And Repair Agreement existing between Second Party and Ry Jill Properties, LLC, filed and recorded in the office of the Logan County, Illinois Recorder of Deeds on July 12, 2010 as document number 201000064283, Second Party holds and owns a permanent and assignable easement on, over and through said land owned by Ry Jill Properties, LLC, for ingress and egress, utilities and other reasonable purposes, including specific authority granted for Second Party to reasonably create and allow creation of a private driveway lane or a public street or highway right of way on, over and through said land owned by Ry Jill Properties, LLC; and

WHEREAS, First Party and Second Party mutually desire to create an additional alternative commercial entrance for the subdivision and a private lane, public street connecting to the existing private driveway lane located on Tract 2, plus easements for utility services (including but not limited to water, natural gas, electricity, cable television, fiber optic cable, broadband internet cable and other present or future utilities), signs, mailboxes and other reasonable purposes for use and benefit of the subdivision owners and occupants, without encroaching upon said railroad right of way; and

WHEREAS, to establish the design and legal description of said permanent easement area for said additional and alternative entrance, private driveway lane or public street, utilities and other purposes, First Party engaged engineers to design and diagram the new additional driveway lane or public street access area for ingress and egress on, across and through Tract 1 that connects with Second Party's private lane and driveway located on Tract 2; a copy of that engineering diagram is attached hereto as Exhibit A and a copy of said legal description is attached as Exhibit B.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by Second Party to First Party, receipt and sufficiency is acknowledged by First Party, and in exchange for the parties' respective promises, covenants and commitments stated and set forth in this instrument, the parties agree as follows:

- I. First Party hereby grants, bargains and sells to Second Party and to the present and future owners of land within said subdivision (including RyJill Properties LLC and Norville Brown) a permanent irrevocable easement(s) on, over and through Tract 1 for ingress and egress between Fifth Street and said subdivision (including Tract 2 owned by Second Party) and for installation of signs and any utility services as may be necessary or convenient for the owners or occupants of the subdivision; the initial easement area is described in Exhibit B attached hereto. In the event additional easement area through Tract 1 is reasonably needed in the future for installation of utilities, signs or other purposes to serve the owners or occupants of the subdivision, First Party agrees to grant and convey additional reasonable easement area to Second Party. To the extent practicable, said entrance, lane or other roadway, signs and utility and sign easement areas shall be located within the west 130 feet of the south 130 feet of the Southwest Quarter (1/4) of said Section 35, Township 20 North, Range 3 West of the 3rd P.M., Logan County, Illinois.

- II. First Party shall, at First Party's expense, construct a commercial entrance and roadway within Tract 1 as shown on Exhibit A attached hereto, connecting that roadway to the private lane and driveway located on Tract 2 owned by Second Party. The entrance and roadway located on Tract 1 shall be constructed in accordance with the design and placement diagram attached hereto as Exhibit A, and the roadway shall be constructed of limestone base, concrete and other materials equivalent in quality and strength to those required for streets in industrial subdivisions in Lincoln, Illinois and the work shall be performed as part of said pending Fifth Street replacement and renovation project. Any portion of the roadway constructed on land owned by Second Party or Ry Jill Properties, LLC shall be constructed of at least fourteen inches (14") of highway grade well packed limestone. The easement area(s) and the commercial entrance and roadway located on Tract 1 shall always be reasonably maintained and repaired by First Party.

- III. Upon completion of the final construction of the commercial entrance and roadway in accordance herewith that entrance, lane and roadway right of way may be dedicated for public use if so desired by First Party, and Second Party will reasonably co-operate with such dedication. However, the public dedication shall not eliminate or merge with the easements hereby agreed and created, the easement(s) granted being irrevocable and perpetual, surviving public dedication and vacating of such dedication or any portion thereof.

- IV. This agreement shall run with the land herein described and shall be enforceable

by specific performance and monetary damages. In the event of litigation concerning this agreement the losing party shall be required to reimburse and pay the attorney fees and other litigation expenses incurred by the prevailing party.

V. This agreement shall be binding upon and inure to the benefit of the parties' heirs, assigns, successors in interest and personal representatives.

VI. This instrument shall be recorded in the office of the Logan County, Illinois Recorder of Deeds at First Party's expense within 14 days from execution of this instrument, and a true copy of the recorded document shall be provided to each party.

In Witness Whereof, by and through their respective authorized representatives or officers, the parties have hereunto set their respective hands and seals on the day and year first above written.

First Party:

Second Party:

City of Lincoln, Illinois, a Body Politic

Lincoln Industrial Park, Inc., A Corporation

By: _____
Mayor

By: _____
(Vice) President

Attest: _____
City Clerk

Attest: _____
Secretary/Treasurer

SEAL

SEAL

STATE OF ILLINOIS)
) SS
COUNTY OF LOGAN)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, Mayor of the City of Lincoln, and _____, City Clerk of Lincoln, Illinois, 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 he/she/they signed, sealed, and delivered the said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal
this ____ day of _____ A.D., 2022.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF LOGAN)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, (Vice) President of Lincoln Industrial Park, Inc., and _____, Secretary/Treasurer of Lincoln Industrial Park, Inc., 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 he/she/they signed, sealed, and delivered the said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal
this ____ day of _____ A.D., 2022.

Notary Public

Drafted by: Attorneys Douglas A. Muck and John Hoblit

Return To: Douglas A. Muck, 207 South Mclean Street, Lincoln, IL 62656

French Parcel Access Easement

Part of the Northwest Quarter of the Northeast Quarter of Section 35 and a part of the Northeast Quarter of the Northeast Quarter of Section 35, all in Township 20 North, Range 3 West of the Third Principal Meridian, Logan County, Illinois, more particularly described as follows:

Commencing at the Southwest Corner of the Northeast Quarter of the Northeast Quarter of Section 35; Thence North 0 degrees, 59 minutes, 20 seconds West along the west line of the Northeast Quarter of the Northeast Quarter of Section 35, a distance of 27.36 feet to a point on the existing northerly right of-way line of Fifth Street Road and the Point of Beginning; thence continuing North 00 degrees 59 minutes, 20 seconds West along said section line, 66.22 feet; thence South 58 degrees 05 minutes 28 seconds East, 71.96 feet; thence South 48 degrees 15 minutes 44 seconds East, 46.45 feet to a point on the northerly right-of-way line of Fifth Street Road; thence North 88 degrees, 20 minutes, 06 seconds West along the northerly roadway right-of-way line, 94.64 feet to the Point of Beginning, containing 0.078 acres, more or less.

Exhibit B



January 13, 2022

The City of Lincoln
700 Broadway
Lincoln, IL 62656

**EASEMENT UPGRADE REQUEST
TRANSMISSION LINE Fogarty-Kickapoo**

Tax ID No(s): 11-002-007-10
Easement No.: 26.01

Dear Property Owner,

To meet our commitment to provide customers safe and reliable service, Ameren Illinois seeks to define the easement along the Fogarty-Kickapoo overhead electric transmission line. This existing 5.2-mile corridor passes through Logan County in Illinois, including property you own.

The proposed easement would define the right-of-way easement to 100 feet. Ameren Illinois is seeking to define the right-of-way easement so that we can prevent trees and vegetation from compromising existing transmission lines. The easement simply defines the protective space around these lines so that the reliability of the lines can be improved.

You will soon be contacted by a representative to discuss our proposal to purchase the defined right of way easement on property you own in Logan County. Ameren Illinois will offer property owners current market value for the area impacted by the easement expansion. If an agreement cannot be reached with a property owner, the existing right-of-way will remain as-is.

Ameren Illinois has hired Volkert, Inc., to represent us in negotiating with local land owners. A Volkert representative will contact you in the near future to arrange a convenient time to discuss our proposal in detail. If you would like to contact us sooner to schedule an appointment, Teresa McClure can be reached by phone at 618.345.8918 or via email at ameren.info@volkert.com.

Important Reminder

In response to the COVID-19 coronavirus, we are taking various precautions to protect the health and safety of our employees, customers, and property owners. We will practice safe distancing and wear personal protective equipment (PPE) in accordance with guidelines from the Centers for Disease Control (CDC).

We look forward to working with you. Thank you for your time.

Sincerely,

Tara B. Green
Senior Real Estate Agent



Fogarty - Kickapoo

11-002-007-10

- Structures
- Substations
- Transmission Line
- ▭ Parcels
- ▭ IL Counties

This area to be used for recording information only.

Agreement ID: _____
Project ID: _____

EASEMENT
(Electric Transmission)

11-002-007-10

KNOW ALL MEN BY THESE PRESENTS, this _____ day of _____, 20____, that The City of Lincoln, an Illinois Municipal Corporation, its successors and assigns, whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, and other valuable consideration which Grantee shall pay within ninety (90) days from (i) the date hereinabove written ("Effective Date") or (ii) the release of, or subordination to, this easement, as hereinafter defined, by the holders of any liens or encumbrances of record, whichever date is later, Grantor does hereby grant unto AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS, an Illinois corporation, its successors and assigns (hereinafter "Grantee"), a perpetual easement (hereinafter "Easement") with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors to survey, stake, construct, reconstruct, replace, use, operate, maintain, patrol, inspect, protect, repair, relocate, modify, add to the number of and remove an electric and communication line or lines consisting of towers, poles, crossarms, guys, anchors, wires, cables, conduits, fixtures, foundations, footings and other appurtenances thereto (hereinafter individually or collectively "Facilities"), together with the authority to extend to any other party the right to use, pursuant to the provisions hereof, upon, over, across and under the Grantor's following described land situated in Section 2/1, Township 19N, Range 3W, of the 3rd Principal Meridian, Logan County, State of Illinois, to-wit:

the location or footprint of said Easement being more particularly and legally described and depicted on Exhibit "A" attached hereto and made a part hereof (the "Easement Area");

together with all rights and privileges for the exercise and enjoyment of the Easement rights.

Grantor also conveys the right of ingress and egress to and over the Easement Area and premises of Grantor adjoining the same, for all purposes herein stated; together with right to use reasonable work space adjacent to the Easement Area during construction, reconstruction, replacement, operation, maintenance, repair, modification, or removal of the Facilities; together with the right to trim, control the growth, cut and remove or cause to be removed at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, overhanging branches, and other obstructions upon, over, and under the surface of said Easement Area and the premises of Grantor adjoining the same deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder, endanger the safety of the Facilities, or in order for Grantee to maintain compliance with the minimum clearance requirements of the National Electric Safety Code.

Grantee shall be responsible for actual damages (except the trimming, controlling of growth, cutting, and removal of trees and other vegetation) occurring as a result of the Grantee's exercise of the Easement rights hereinabove conveyed and shall reimburse the owner thereof for such loss or damages.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the Easement Area and has the full right and authority to grant this Easement, (2) that Grantee may quietly enjoy the Easement for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the Easement rights hereinabove conveyed.

Grantor hereby waives and releases any and all homestead and other marital rights it may have pursuant to Illinois law.

This Easement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the Grantor has hereunto caused this Easement to be executed on the date hereinabove written.

The City of Lincoln, an Illinois Municipal Corporation

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____
 COUNTY OF _____ } ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names):

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)			
<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Corporate	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partner(s)
<input type="checkbox"/> Trustee(s)	<input type="checkbox"/> Title(s) of Officer(s):	<input type="checkbox"/> Member(s)/Manager(s):	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Executor(s)	_____	_____	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Administrator(s)	_____	_____	<input type="checkbox"/> Other (Specify Below):
<input type="checkbox"/> Attorney-In-Fact	_____	_____	_____
<input type="checkbox"/> Conservator(s)	_____	_____	_____
<input type="checkbox"/> Guardian(s)	_____	_____	_____

My Commission Expires _____

Notary Public _____

Prepared by: Volkert, Inc. - Morgan Hobbs
 1500 Eastport Plaza Dr., Suite 200
 Collinsville, IL 62234

Return to: Volkert, Inc. - Teresa McClure
 1500 Eastport Plaza Dr., Suite 200
 Collinsville, IL 62234

Easement No.: 26.01
 Line Name: Fogarty-Kickapoo
 Line No.: 1672
 Original Easement No.:

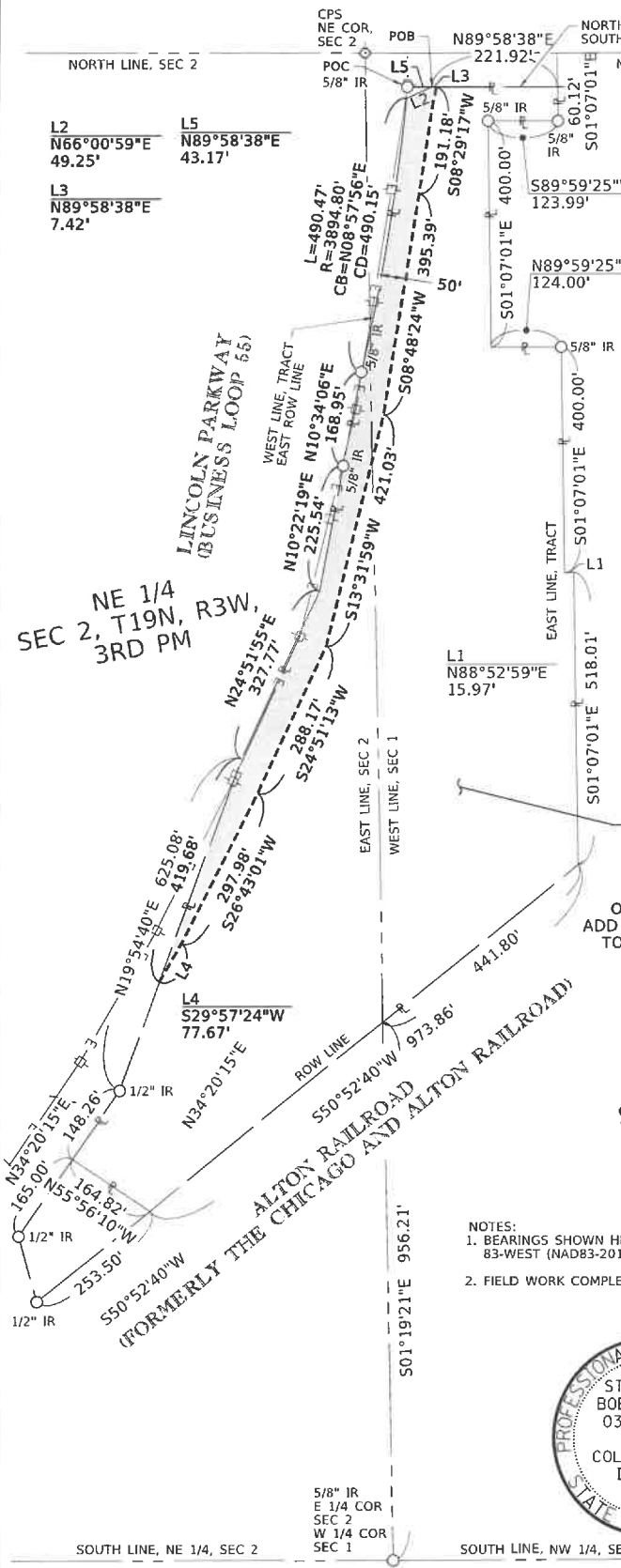
TDM
 WO#: J0V7C
 Facility Name: AIC

"EXHIBIT A"

BROADWELL DRIVE

LEGEND

- PARCEL LINE
- RIGHT OF WAY LINE
- SECTION LINE
- TRANSMISSION LINE
- OCCUPIED EASEMENT LINE
- TRANSMISSION LINE STRUCTURE
- IRON ROD FOUND
- COTTON PICKER SPINDLE
- POINT OF COMMENCEMENT
- POINT OF BEGINNING
- CHORD BEARING
- CHORD DISTANCE
- OCCUPIED EASEMENT AREA



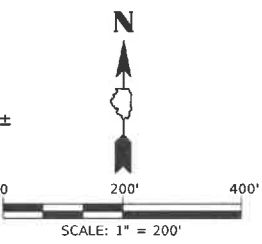
EASEMENT LEGAL DESCRIPTION:
 THAT PART OF THE NORTHWEST QUARTER OF SECTION 1 AND OF THE NORTHEAST QUARTER OF SECTION 2, ALL IN TOWNSHIP 19 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, LOGAN COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8-INCH IRON ROD MARKING THE INTERSECTION OF THE PROLONGATION OF BOTH THE SOUTH RIGHT OF WAY OF BROADWELL DRIVE AND THE EAST RIGHT OF WAY LINE OF LINCOLN PARKWAY; THENCE NORTH 89 DEGREES 58 MINUTES 38 SECONDS EAST ALONG SAID SOUTH PROLONGATION, 43.17 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89 DEGREES 58 MINUTES 38 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 7.42 FEET; THENCE SOUTH 08 DEGREES 29 MINUTES 17 SECONDS WEST, 191.18 FEET; THENCE SOUTH 08 DEGREES 48 MINUTES 24 SECONDS WEST, 395.39 FEET; THENCE SOUTH 13 DEGREES 31 MINUTES 59 SECONDS WEST, 421.03 FEET; THENCE SOUTH 24 DEGREES 51 MINUTES 13 SECONDS WEST, 288.17 FEET; THENCE SOUTH 26 DEGREES 43 MINUTES 01 SECOND WEST, 297.98 FEET; THENCE SOUTH 29 DEGREES 57 MINUTES 24 SECONDS WEST, 77.67 FEET TO THE EAST RIGHT OF WAY LINE LINCOLN PARKWAY; THENCE ALONG SAID EAST RIGHT OF WAY LINE, THE FOLLOWING COURSES AND DISTANCES; NORTH 19 DEGREES 54 MINUTES 40 SECONDS EAST, 419.68 FEET; NORTH 24 DEGREES 51 MINUTES 55 SECONDS EAST, 327.77 FEET; NORTH 10 DEGREES 22 MINUTES 19 SECONDS EAST, 225.54 FEET; NORTH 10 DEGREES 34 MINUTES 06 SECONDS EAST, 168.95 FEET; THENCE NORTHEASTERLY, 490.47 FEET ON SAID EAST RIGHT OF WAY LINE BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 3894.80 FEET, THE CHORD OF SAID CURVE BEARS NORTH 08 DEGREES 57 MINUTES 56 SECONDS EAST, 490.15 FEET; THENCE NORTH 66 DEGREES 00 MINUTES 59 SECONDS EAST ALONG SAID RIGHT OF WAY, 49.25 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.603 ACRES, MORE OR LESS OF WHICH 1.603 ACRES, MORE OR LESS HAS BEEN PREVIOUSLY OCCUPIED FOR EASEMENT PURPOSES.

N/F
 THE CITY OF LINCOLN
 11-002-007-10
 DB 135 PG 62
 DB 141 PG 371
 DB 157 PG 119
 OCC ESMT AREA = 1.603 AC±
 ADD AVAIL ESMT AREA = 0.000 AC±
 TOTAL ESMT AREA = 1.603 AC±



NW 1/4
 SEC 1, T19N, R3W,
 3RD PM

- NOTES:**
1. BEARINGS SHOWN HEREON ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83-WEST (NAD83-2011 EPOCH 2010.0)
 2. FIELD WORK COMPLETED SEPTEMBER OF 2021.



Stephen B. Boergerhoff 11/19/2021
 STEPHEN B. BOERGERHOFF
 ILLINOIS PROFESSIONAL LAND SURVEYOR
 #035.003563
 LICENSE EXPIRES 11/30/2022

IT IS NOT WARRANTED THAT THIS EXHIBIT CONTAINS COMPLETE INFORMATION REGARDING EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, BUILDING LINES, ENCROACHMENTS, OR OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION, A TITLE OPINION OR COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED.

THIS EXHIBIT DOES NOT MEET THE ILLINOIS MINIMUM STANDARDS FOR BOUNDARY SURVEYS WITH RESPECT TO THE REMAINDER OF THE PARENT PARCEL. THE DIMENSIONS THAT ARE SHOWN FOR THE REMAINDER OF THE PARENT PARCEL ARE TO BE USED FOR INFORMATIONAL PURPOSES ONLY.

AMEREN ILLINOIS
 FOGARTY-KICKAPOO (LINE 1672)
 TAX ID NO. 11-002-007-10
 LOGAN COUNTY, ILLINOIS

VOLKERT

1500 EASTPORT PLAZA DRIVE
 SUITE 200
 COLLINSVILLE, IL 62234
 618.345.8918
 IL DESIGN FIRM # 184.004027

ENCROACHMENT CONSENT

Agreement ID: _____

Project ID: _____

THIS CONSENT AGREEMENT is executed this _____ day of _____, 20____, by and between AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS, an Illinois Corporation (hereinafter "Ameren"), its successors and assigns, and The City of Lincoln, an Illinois Municipal Corporation (hereinafter "Owner"), its successors and assigns.

WHEREAS, Owner owns the real estate (hereinafter "Property") which is subject to a utility easement granted to Ameren. The easement was entered into on the _____ day of _____, 20____, and recorded in the _____ County Recorder's Office as Document _____, Book _____, Page _____ on _____, 20____; and

WHEREAS, Owner desires to maintain a facility which encroaches upon Ameren's easement rights. Attached as Exhibit A is description of the facility, along with their dimensions, which Owner desires to place on the Ameren easement area; and

WHEREAS, Ameren has agreed to allow the encroachment under certain conditions, and subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual premises and covenants contained herein, Ameren, does hereby grant to Owner, without warranty, and only to the extent that Ameren has the right to do so, its consent to the encroachment of the facility as described in Exhibit A, attached hereto and incorporated by this reference. The execution of this Consent Agreement by Ameren is not to be construed in any manner as a license for further encroachment on Ameren's easement. This consent shall automatically terminate and be rendered null and void upon a breach of this Consent Agreement, or a removal of the encroaching facility. Changes in the physical shape or size of the building or reconstruction of, or additions to, shall be considered an additional encroachment without authority and in violation of this Consent Agreement and legal rights of Ameren.

The encroachment of the facility on Ameren's easement is subject and subordinate at all times to the easement rights of Ameren as contained in the easement. In no event shall Ameren, its successors and assigns be responsible in any way to Owner, its successors and assigns, for any damage of any kind to the encroaching facility or by virtue of the existence of such facility.

Owner, its successors and assigns hereby indemnifies and holds Ameren, its successors and assigns, directors, officers, employees, servants and agents (each an "Indemnified Party"), harmless from any and all claims, damages, charges, suits, or actions for property damage or loss or loss of use thereof and personal injury and death, whether at law or in equity, brought by any person, entity, or agency,

Easement No.: 26.01

Line No.: 1672

Line Name: Fogarty to Kickapoo

including but not limited to employees or agents of the Owner and all expenses of litigation, including, but not limited to, reasonable attorney's fees and litigation expenses arising out of or in any way connected with the use, care, or maintenance of the Owner's encroaching facility described in Exhibit A or erected in violation of this Consent Agreement. In the event of any such proceedings, Owner agrees that the Indemnified Party shall have the right to select counsel to defend such proceeding and that the Owner will make payment of all court costs, expenses of litigation, attorney's fees, settlements, and any judgments that may be entered into therein.

IN WITNESS THEREOF, Ameren has caused this instrument to be executed this _____ day of _____, 20____.

AMEREN ILLINOIS COMPANY
d/b/a AMEREN ILLINOIS

By: _____
Geoffrey D. Douglass, Director, Real Estate

STATE OF MISSOURI }
CITY OF ST. LOUIS } SS

On the _____ day of _____, 20____ before me appeared Geoffrey D. Douglass, to me personally known, who being by me duly sworn, did say that he is Director, Real Estate of AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that such instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Geoffrey D. Douglass acknowledged said instrument to be the free act and deed of said corporation.

My commission expires _____.

Notary Public

ACCEPTANCE

Owner agrees to accept this consent and acknowledges that utility facilities are now located in the vicinity of the real estate pursuant to the easement instrument referred to above. Owner agrees to all of the above terms and conditions of the Consent Agreement.

By: _____

Name: _____

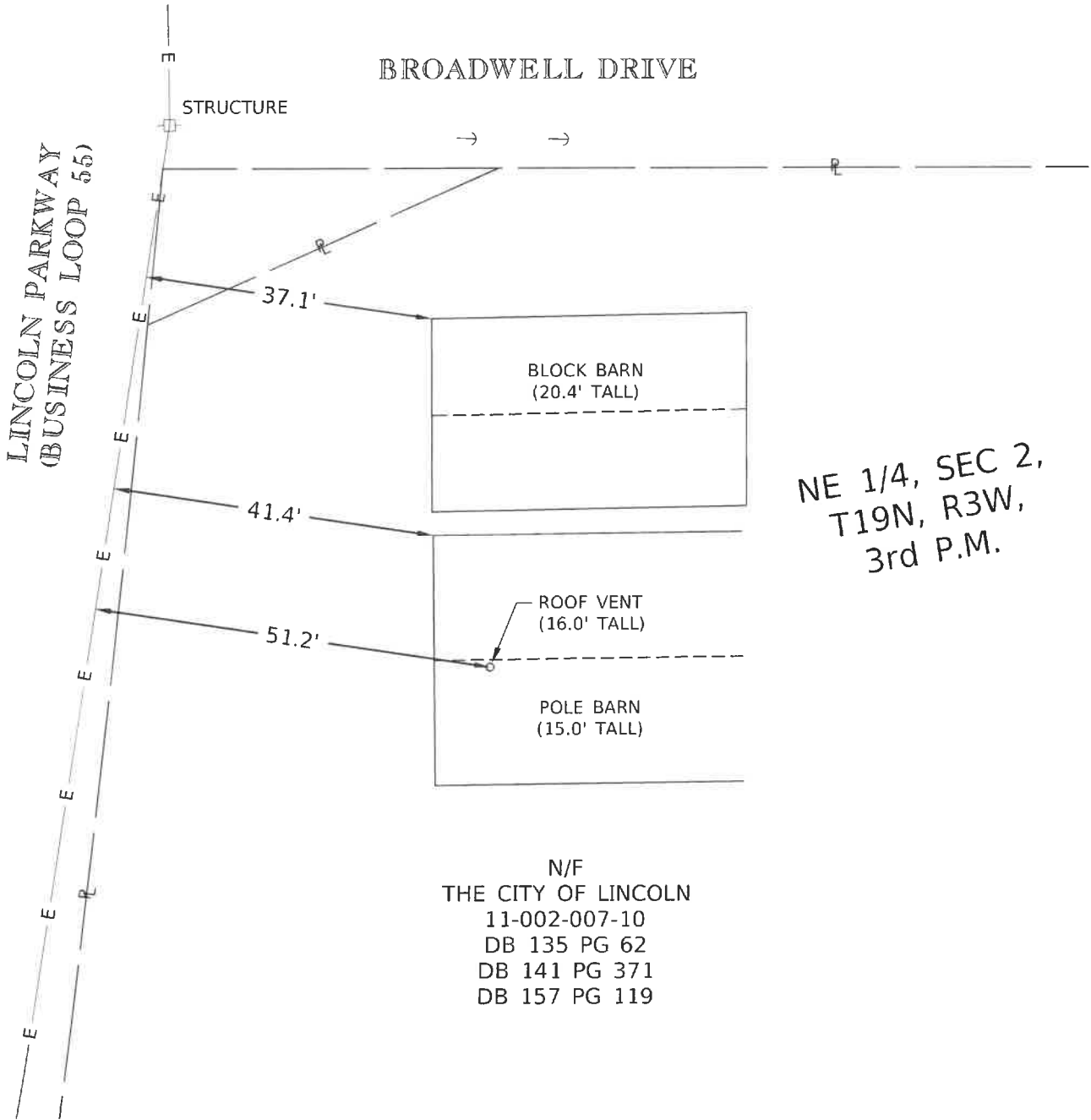
Title: _____

Subscribed to before me this _____ day of _____, 20__.

My commission expires _____.

Notary Public

ENCROACHMENT SKETCH



NE 1/4, SEC 2,
T19N, R3W,
3rd P.M.

N/F
THE CITY OF LINCOLN
11-002-007-10
DB 135 PG 62
DB 141 PG 371
DB 157 PG 119

LEGEND

- PARCEL LINE
- RIGHT OF WAY LINE
- TRANSMISSION LINE
- TRANSMISSION LINE STRUCTURE
- GUY WIRE/ANCHOR

AMEREN ILLINOIS
FOGARTY-KICKAPOO (LINE 1672)
TAX ID NO. 11-002-007-10
LOGAN COUNTY, ILLINOIS

VOLKERT

1500 EASTPORT PLAZA DRIVE
SUITE 200
COLLINSVILLE, IL 62234
618.345.8918
IL DESIGN FIRM # 184.004027



Owner The City of Lincoln, an Illinois Municipal Corporation
 County Logan
 Parcel No. 11-002-007-10

We order and direct the payment from Ameren Illinois for an Easement consisting of 0.91 acres located in Logan County, Illinois, as right of way for Ameren, for the total sum of Six Thousand Eight Hundred Twenty-Five and No Dollars (\$6,825.00) to be distributed as follows:

Party and Interest	S.S.N. or E.I.N.	Amount
The City of Lincoln, an Illinois Municipal Corporation		\$6825.00

_____ Signature	_____ Signature
_____ Print Name	_____ Print Name
_____ Signature	_____ Signature
_____ Print Name	_____ Print Name

Date: _____

Possession and transfer of easement to Ameren Illinois occurs when Grantee delivers a payment to Grantor, in person or by mail, in the amount of the above stated consideration, unless provided herein. This Receipt, Closing Statement, Designation of Funds and conveyance documents are the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the purchase of the easement. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Receipt and Designation of the Funds, executed by these Grantors, is acknowledged.

Date

Negotiator for Ameren Illinois Company

If you have any questions or need additional information, please feel free to call Volkert, Inc. at 618.345.8918

Easement Amount	\$	_____
Damages Amount	\$	_____
Total	\$	_____
Detailed Damages Description _____		



Owner The City of Lincoln, an Illinois Municipal Corporation

County Logan

Parcel No. 11-002-007-10

Structure Num. 160A - 152

Address _____

Phone _____

Email _____

Please check all that apply

- Animals On Property _____ Sprinkler System
- Endangered Species Present _____
- Fence Locked Gate
- Septic System within the easement area
- Drain Tile _____
- Outbuilding NEAR or ON easement right of way. Type: _____
- Call number listed for accessing property: _____
- During hunting season please contact for safety. Hunting time frame: _____
- Specific clearing request: _____

*If no specific request is indicated, all vegetation within the easement area will be cut.

**I understand stumps will not be ground or removed.

Preferred ROW Access route (Not Binding):

Other - please describe below

Signature

Signature

Print

Print

Date: _____

Special Conditions, executed by these Grantors, is acknowledged.

Date

Negotiator for Ameren Illinois Company

If you have any questions or need additional information, please feel free to call Volkert, Inc. at 618.345.8918

Trees on Property Yes No Comments: _____

Ameren Approval _____

Easement No. 26.01

Line Name-Number: Fogarty-Kickapoo - 1672

Fidelity National Title Insurance Company

A.L.T.A. Commitment

Issuing Agent
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, IL 60560

Prepared for
Volkert Inc.
1101 Eastport Plaza Drive, Suite 100
Collinsville, IL 62234

Customer Reference:
Parcel:

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

Prepared For:

Revision

Volkert Inc.
1101 Eastport Plaza Drive, Suite 100
Collinsville, IL 62234

Effective Date of Commitment: October 22, 2021

WTC File Number: VOL-2021LO-405.0
Effective Date: October 22, 2021
Section: 2
Township: 19N
Range: 3W
County: Logan
State: Illinois

Customer Reference:

Order: Fogarty-Kickapoo
Parcel:

Tax Parcel Number(s): 11-002-007-10

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

Date: 11/01/2021

WTC File Number: VOL-2021LO-405.0
Order: Fogarty-Kickapoo
Parcel:

A.L.T.A. COMMITMENT FORM
-Schedule A-

Effective Date: October 22, 2021

1. Policy or policies to be issued: 2006 ALTA Owner's

Proposed Amount of Insurance: To be determined

Proposed Insured: To be determined

2. The estate or interest in the land described or referred to in this commitment is a Fee Simple and title hereto is at the effective date hereof vested in:

The City of Lincoln


3. The land referred to in this commitment is described as follows:

See Attached Page 2 of Schedule A

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

Authorized Signatory

By 
John D. Ammons

Date: 11/01/2021

WTC File Number: VOL-2021LO-405.0
Order: Fogarty-Kickapoo
Parcel:

A.L.T.A. COMMITMENT FORM
-Schedule A Continued-

ALL THAT PART OF THE FOLLOWING DESCRIBED LAND, TAKEN AS A TRACT, LYING WITHIN SECTION 2, IN TOWNSHIP 19 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN IN THE COUNTY OF LOGAN AND STATE OF ILLINOIS; TO WIT:

A TRACT OF LAND LYING PARTLY IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 1 AND PARTLY IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, ALL IN TOWNSHIP 19 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN IN THE COUNTY OF LOGAN AND STATE OF ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT ON THE NORTHWEST RIGHT OF WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD WHICH IS 5 CHAINS EAST AND 21.96 CHAINS SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 1, RUNNING THENCE SOUTHWESTERLY ALONG SAID NORTHWEST RIGHT OF WAY LINE OF THE G.M. & O. R. R. TO THE CENTER LINE OF SALT CREEK, THENCE NORTHWEST ALONG THE SAID CENTER LINE OF SALT CREEK TO THE EASTERLY RIGHT OF WAY LINE OF S.B.I. ROUTE 4 (MARKED U.S. ROUTE 66), THENCE IN A NORTHEASTERLY DIRECTION ALONG THE CURVED EASTERLY RIGHT OF WAY LINE OF SAID S.B.I. ROUTE 4 CURVING TO THE LEFT, AND HAVING A RADIUS OF 3904.8 FEET TO STATION 92 PLUS 50 OF THE SURVEY AND PLANS OF S.B.I. ROUTE 4, CONSTRUCTION SECTION 23 X-1A, THENCE N. 25° 11' E. ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID S.B.I. ROUTE 4 FOR A DISTANCE OF 376.5 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF THE TRIANGULAR TRACT OF LAND CONVEYED BY ELIZABETH K. WILMERT, ET AL, TO THE CITY OF LINCOLN BY DEED RECORDED IN BOOK 135 OF THE RECORDER'S OFFICE OF LOGAN COUNTY, ILLINOIS AT PAGE 62, THENCE SOUTHEAST, ALONG THE SOUTHWESTERLY LINE OF SAID TRIANGULAR TRACT DESCRIBED ABOVE, TO THE POINT OF BEGINNING. SITUATED IN THE COUNTY OF LOGAN AND STATE OF ILLINOIS.

AND

A PART OF THE W1/2 OF THE NW1/4 OF SECTION ONE (1) AND A PART OF

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

Date: 11/01/2021

WTC File Number: VOL-2021LO-405.0

Order: Fogarty-Kickapoo

Parcel:

THE NE1/4 OF THE NE1/4 OF SECTION TWO (2), ALL IN TOWNSHIP NINETEEN (19) NORTH, RANGE THREE (3) WEST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, - COMMENCING AT A POINT 5 CHAINS, EAST AND 21.96 CHAINS SOUTH OF THE NORTHWEST CORNER OF SAID SECTION ONE (1), ON THE NORTHWEST LINE OF THE RIGHT-OF-WAY OF THE ALTON RAILROAD, FORMERLY THE CHICAGO AND ALTON RAILROAD; THENCE NORTH TEN (CHAINS), THENCE NORTHWESTERLY TO A POINT FIVE (5) CHAINS WEST AND 10.50 CHAINS SOUTH OF THE NORTHEAST CORNER OF SAID SECTION TWO (2); THENCE SOUTHEASTERLY 14.84 CHAINS TO THE PLACE OF BEGINNING, CONTAINING FIVE (5) ACRES MORE OR LESS, SUBJECT TO DEDICATION OF 0.57 ACRES MORE OR LESS THEREOF FOR RIGHT-OF-WAY FOR PUBLIC ROAD PURPOSES, AS PER DEED OF DEDICATION FILED JULY 28TH, 1941 AND RECORDED IN BOOK 132 OF DEEDS AT PAGE 38 THEREOF IN THE OFFICE OF THE RECORDER OF DEEDS OF SAID LOGAN COUNTY, AND SUBJECT TO THE COAL AND MINERAL RIGHTS UNDERLYING SAID PREMISES WITH THE RIGHT TO MINE AND REMOVE THE SAME. SITUATED IN THE COUNTY OF LOGAN AND STATE OF ILLINOIS.

AND

COMMENCING AT THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 19 NORTH, RANGE 3 WEST OF THE 3RD P.M., THENCE EAST 5 CHAINS; THENCE SOUTH 11.96 CHAINS; THENCE NORTHWESTERLY TO A POINT 5 CHAINS WEST AND 10.50 CHAINS SOUTH OF THE NORTHEAST CORNER OF SECTION 2, TOWN AND RANGE AFORESAID; THENCE NORTH 10.50 CHAINS TO THE SECTION LINE; THENCE EAST 5 CHAINS TO PLACE OF BEGINNING.

RESERVING UNDERLYING COAL AND MINING RIGHTS.

EXCEPTING ALL THAT PART OF THE TRACT ABOVE DESCRIBED WHICH HAS BEEN HERETOFORE CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, AS RIGHT-OF-WAY FOR STATE ROAD ISSUE ROUTE #66, BY DEED RECORDED IN BOOK 132, PAGE 37, OF THE RECORDER'S OFFICE OF LOGAN COUNTY, ILLINOIS, AND EXCEPTING ALSO ALL THAT PART OF THE TRACT FIRST ABOVE DESCRIBED LYING WEST OF THE SAID RIGHT-OF-WAY. SITUATED IN THE COUNTY OF LOGAN AND STATE OF ILLINOIS.

AND

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

WTC File Number: VOL-2021LO-405.0

Order: Fogarty-Kickapoo

Parcel:

COMMENCING AT A STEEL PLATE AT THE N. E. COR. OF SEC. 2, T. 19 N. R. 3 W. OF THE 3RD P.M. AND RUNNING THENCE SOUTH 1775.56 FT. TO A POINT IN THE CENTER OF THE G.N. & O. NORTHBOUND R. R.; THENCE S. 62°-00' W. ALONG SAID CENTER OF THE G. N. & O. NORTHBOUND R. R., 843.7 FT.; THENCE S. 33°-00' E., 60.0 FT. TO AN IRON PIN ON THE S. E. R.O.W. LINE OF SAID G.W. & O. R. R., TO THE POINT OF BEGINNING; THENCE S. 38°-00' E., 108.0 FT. TO AN IRON PIN; THENCE S. 62°-00' W., 100.0 FT. TO AN IRON PIN; THENCE N. 38°-00' W., 108.9 FT. TO AN IRON PIN ON SAID S. E. R.O.W. LINE OF THE G.N. & O. R.R.; THENCE N. 52°-00' E., 100.0 FT. ALONG SAID S.E. R.O.W. LINE OF THE G.N. & O. R.R. TO THE POINT OF BEGINNING, CONTAINING 0.25 OF AN ACRE, ALL IN THE S. E. 1/4, OF THE N.E. 1/4 OF SEC. 2, T. 19 N., R. 3 W. OF THE 3RD P.M., SITUATED IN THE COUNTY OF LOGAN AND STATE OF ILLINOIS.

AND

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 19 NORTH, RANGE 3 WEST OF THE 3RD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A 1 INCH COND. PIPE SET IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD WHICH IS WEST 321.42 FEET (4.87 CHAINS) AND SOUTH 52° WEST, 1,254 FEET (19 CHAINS) FROM THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 20 NORTH, RANGE 3 WEST OF THE 3RD PRINCIPAL MERIDIAN; THENCE SOUTH 38° EAST TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE ILLINOIS TRACTION SYSTEM, A DISTANCE OF 372 FEET TO A POINT; THENCE SOUTH 52° 45' WEST ALONG SAID ILLINOIS TRACTION SYSTEM RIGHT-OF-WAY LINE, A DISTANCE OF 83.007 FEET TO A 1 INCH COND. PIPE; THENCE NORTH 38° WEST TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID GULF, MOBILE AND OHIO RAILROAD, A DISTANCE OF 370.91 FEET TO A 1 INCH COND. PIPE; THENCE NORTH 52° EAST ALONG SAID RIGHT-OF-WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD, A DISTANCE OF 83 FEET TO THE PLACE OF BEGINNING, IN LOGAN COUNTY, ILLINOIS.

A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND A PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 19 NORTH, RANGE 3 WEST OF THE 3RD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 20 NORTH, RANGE 3 WEST OF THE 3RD PRINCIPAL MERIDIAN, THENCE WEST 4.87 CHAINS TO THE SOUTHEAST RIGHT-OF-WAY LINE OF

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

Date: 11/01/2021

WTC File Number: VOL-2021LO-405.0

Order: Fogarty-Kickapoo

Parcel:

THE GULF, MOBILE AND OHIO RAILROAD COMPANY, FORMERLY THE CHICAGO AND ALTON RAILROAD COMPANY; THENCE SOUTH 52° WEST ALONG SAID NORTHEASTERLY LINE OF THE POWER SITE OF THE COMMONWEALTH EDISON COMPANY; THENCE SOUTH 38° EAST ALONG SAID NORTHEASTERLY LINE (PRODUCED AND EXTENDED) OF SAID POWER SITE TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE LIQUIDATING RAILWAY CORPORATION; FORMERLY THE SPRINGFIELD AND NORTHEASTERN TRACTION COMPANY; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE OF SAID LIQUIDATING RAILWAY CORPORATION TO THE NORTH LINE OF SAID SECTION 1; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 1 TO THE PLACE OF BEGINNING; EXCEPTING THE UNDERLYING COAL AND RIGHT TO MINE AND REMOVE THE SAME; ALL IN LOGAN COUNTY, ILLINOIS. SITUATED IN THE COUNTY OF LOGAN AND STATE OF ILLINOIS.

AND

A STRIP OF LAND 150 FEET WIDE SITUATED IN THE N.E. 1/4 OF SEC. 2 AND THE N.W. 1/4 OF SEC. 1, TOWNSHIP 19 N., RANGE 3 W. OF THE 3RD P.M. LYING 50 FEET ON THE WEST SIDE AND 100 FEET ON THE EAST SIDE OF THE CENTER LINE OF LOCATION OF THE SPRINGFIELD, LINCOLN, BLOOMINGTON, PEKIN AND PEORIA ELECTRIC RY. CO.; SAID CENTER LINE OF LOCATION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID N.E. 1/4 OF SEC. 2, ABOUT 616 FEET EAST OF THE CENTER LINE OF THE CHICAGO AND ALTON RY. CO.; THENCE EXTENDING NORTH, 48 DEGREES 14 MIN. EAST ABOUT 4435 FEET TO THE NORTH LINE OF SAID N.W. 1/4 OF SEC. 1.

ALSO A STRIP OF LAND 150 FEET IN WIDTH SITUATED IN THE S.W. 1/4 OF THE S.E. 1/4 OF SEC. 36, TOWN. 20N., RANGE 3 WEST OF THE 3RD P.M., LYING 50 FEET ON THE WEST SIDE AND ONE HUNDRED FEET ON THE EAST SIDE OF THE ABOVE SAID CENTER LINE OF LOCATION OF SAID RY. CO., SAID CENTER LINE OF LOCATION BEING FURTHER DESCRIBED AS FOLLOWS:

CONTINUING FROM THE AFORESAID CENTER LINE OF LOCATION IN SEC. 1 AND EXTENDING NORTHEASTERLY A DISTANCE OF 130 FEET; THENCE CONTINUING BY A STRIP OF LAND 50 FEET IN WIDTH LYING 25 FEET ON EACH SIDE OF THE CENTER LINE OF LOCATION AND EXTENDING BY A CURVED LINE BEARING 2 DEGREES 0 MIN. TO THE LEFT IN EACH 100 FEET FOR A DISTANCE OF 1008.3 FEET; THENCE CONTINUING IN A

ISSUED BY:

Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:

Fidelity National Title Insurance Company

Date: 11/01/2021

WTC File Number: VOL-2021LO-405.0
Order: Fogarty-Kickapoo
Parcel:

STRAIGHT LINE A DISTANCE OF 318.2 FEET TO THE EAST LINE OF SAID S.W. 1/4 OF SAID S.E. 1/4 OF SAID SEC. 36. THE WHOLE CONTAINING 17.24 ACRES.

EXCEPTING FROM THE ABOVE, ALL RAILROAD PROPERTY PREVIOUSLY CONVEYED TO LINCOLN SAND & GRAVEL CO. BY QUIT CLAIM DEEDS DATED JULY 9TH, 1963 AND FEBRUARY 11, 1969, LAND HEREBY CONVEYED CONTAINING 15.42 ACRES MORE OR LESS. SITUATED IN THE COUNTY OF LOGAN AND STATE OF ILLINOIS.

EXCEPT A PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 19 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN IN LOGAN COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT A PLAT MARKING THE NORTHWEST CORNER OF SAID SECTION 1; THENCE S89°-36'-00" E 191.29 FEET ALONG THE NORTH LINE OF SAID SECTION 1 TO A STEEL PIN SET; THENCE S0°-43'-26" E 120.00 FEET TO A STEEL PIN SET, SAID PIN THE POINT OF BEGINNING; THENCE CONTINUING S0°-43'-26" E 400.00 FEET TO A STEEL PIN SET; THENCE S89°-36'-00" E 124.00 FEET TO A STEEL PIN SET; THENCE N0°-43'-26" W 400.00 FEET TO A STEEL PIN SET; THENCE N89°-36'-00" W 124.00 FEET TO THE POINT OF BEGINNING; AND CONTAINING 1.139 ACRES, MORE OR LESS; SITUATED IN THE COUNTY OF LOGAN AND STATE OF ILLINOIS.

ALSO EXCEPT:

PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 19 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, LOGAN COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 2; THENCE SOUTH 00 DEGREES 55 MINUTES 00 SECONDS EAST, 1245.66 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2; THENCE SOUTH 89 DEGREES 05 MINUTES 00 SECONDS WEST, 256.27 FEET TO A POINT ON THE EXISTING SOUTHEASTERLY RIGHT-OF-WAY LINE OF FAU 7706 (BL 55), SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 19 DEGREES 54 MINUTES 41 SECONDS WEST, 625.08 FEET; THENCE SOUTH 34 DEGREES 20 MINUTES 15 SECONDS WEST, 200.20 FEET TO A POINT ON THE CENTERLINE OF SALT CREEK; THENCE ALONG SAID CREEK CENTERLINE, ON A CURVE TO THE LEFT HAVING A RADIUS OF 1400.00 FEET, AN ARC LENGTH OF 82.71 FEET AND A CHORD BEARING NORTH 48 DEGREES 35 MINUTES 46 SECONDS WEST, 82.70

ISSUED BY:

Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

Date: 11/01/2021

WTC File Number: VOL-2021LO-405.0

Order: Fogarty-Kickapoo

Parcel:

FEET TO ITS INTERSECTION WITH THE EXISTING SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID FAU 7706 (BL 55); THENCE ALONG SAID EXISTING SOUTHEASTERLY RIGHT-OF-WAY LINE, ON A CURVE TO THE LEFT HAVING A RADIUS OF 3907.16 FEET, AN ARC LENGTH OF 751.33 FEET AND A CHORD BEARING NORTH 29 DEGREES 19 MINUTES 05 SECONDS EAST, 750.17 FEET; THENCE NORTH 24 DEGREES 51 MINUTES 54 SECONDS EAST, 48.76 FEET ALONG SAID EXISTING SOUTHEASTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. CONTAINING 37369 SQUARE FEET, OR 0.858 ACRES, MORE OR LESS. BEARINGS ARE REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83, WEST ZONE. EXCEPT THEREIN MINERAL INTEREST PREVIOUSLY CONVEYED. SITUATED IN THE COUNTY OF LOGAN AND STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 11-002-007-10

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

WTC File Number: VOL-2021LO-405.0
Order: Fogarty-Kickapoo
Parcel:

A.L.T.A. COMMITMENT FORM
- SCHEDULE B Section 1 -
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

- SCHEDULE B Section 2 -
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

Date: 11/01/2021

WTC File Number: VOL-2021LO-405.0
Order: Fogarty-Kickapoo
Parcel:

**A.L.T.A. COMMITMENT FORM
- SCHEDULE B -
- Exceptions -**

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

GENERAL EXCEPTIONS:

1. Rights or claims of parties in possession not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.
7. All rights and easements in favor of the holder of any mineral estate and/or coal and/or oil and gas lease, and any party claiming by, through, or under said holder of the mineral estate or coal and/or oil and gas lease.

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

WTC File Number: VOL-2021LO-405.0
Order: Fogarty-Kickapoo
Parcel:

SPECIAL EXCEPTIONS:

1. The lien of taxes for the year 2021 and thereafter.

Taxes for the property in question are EXEMPT.

PERMANENT TAX NUMBER: 11-002-007-10

2. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attached subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of the record the estate or interest thereon covered by this commitment.
3. Rights of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, deficiency in quantity of ground, farm drainage systems, title systems of irrigation systems which would be disclosed by an accurate survey and inspection of the premises.
4. Rights of the Public, the State and the Municipality in and to that part of the land, if any, taken or used for road purposes.
5. Confirmed Special Assessments, if any, not certified to by the Company.
6. Financing Statements, if any, not certified to by the Company.
7. For information purposes only, the taxes are assessed to the following:

For Parcel(s): 11-002-007-10
City of Lincoln
700 Broadway
Lincoln, IL
8. A Release for Freeway dated February 21, 1951 and recorded February 26, 1951 in Misc. Book 34 Page 155, made by City of Lincoln to the State of Illinois.
9. A Dedication of Right of Way for Public Road Purposes dated August 22, 1940 and recorded July 28, 1941 in Book 132 Page 37 made by Clara M.

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

WTC File Number: VOL-2021LO-405.0
Order: Fogarty-Kickapoo
Parcel:

- Brelsford, et al to The People of the State of Illinois acting by and through the Department of Public Works and Buildings recorded in the Logan County Recorder's Office.
10. A Dedication of Right of Way for Public Road Purposes dated August 7, 1940 and recorded July 28, 1941 in Book 132 Page 38 made by Fred C. Wilmert and Elizabeth K. Wilmert to The People of the State of Illinois acting by and through the Department of Public Works and Buildings recorded in the Logan County Recorder's Office.
 11. A Dedication of Right of Way for Public Road Purposes dated July 2, 1941 and recorded July 28, 1941 in Book 132 Page 42 made by The Lincoln Sand & Gravel Company to The People of the State of Illinois acting by and through the Department of Public Works and Buildings recorded in the Logan County Recorder's Office.
 12. Easement and Right of Way Agreement dated June 29, 2021 and recorded August 24, 2021 as Document No. 202100116494 made by and between The City of Lincoln and Illinois American Water Company recorded in the Logan County Recorder's Office.
 13. Upon a conveyance or grant of easement affecting the subject property, we should be furnished with the proper documentation, including, if applicable, properly executed resolutions, authorizing the execution of the documents of transfer or easement grant.

End Schedule B

Please refer all inquiries to T.J. Hiles 630-892-2323 Ext. 249 or John Ammons 630-892-2323 Ext. 224.

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

TRANSMITTAL FORM

Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

11/01/2021

Volkert Inc.
1101 Eastport Plaza Drive, Suite 100
Collinsville, IL 62234

WTC File Number: VOL-2021LO-405.0

Customer Reference:

Section
County Logan
Order: Fogarty-Kickapoo
Parcel:

Title Is Vested In:
The City of Lincoln

Accompanied with this transmittal are the following documents:

Title Document (s)
None

Plat (s)
None

Other Document (s)
None

135/02

#152667

ELIZABETH K. WILMERT ET AL

Filed for record June 10th, 1943 at 2:40 o'clock P. M.
George L. Morrill, Recorder.

TO

THE CITY OF LINCOLN ETC.

WARRANTY DEED

THE GRANTORS, Elizabeth K. Wilmert, a widow; and Florence K. Wilmert, a Single Woman, both of the City of Lincoln, in the County of Logan and State of Illinois, and Ralph H. F. Wilmert and Martha E. Wilmert, his wife of the City of Peoria in the County of Peoria and State of Illinois, for and in consideration of Fourteen Hundred Forty & No/100 (\$1,440.00) Dollars, in hand paid, CONVEY AND WARRANT to The City of Lincoln, a Municipal Corporation, organized under the General Laws of the State of Illinois, for the incorporation of Cities and Villages, in the County of Logan and State of Illinois, the following described Real Estate, to-wit:

A part of the NW 1/4 of the NW 1/4 of Section One (1) and a Part of the NE 1/4 of the NE 1/4 of Section Two (2), all in Township Nineteen (19) North, Range Three (3) West of the Third Principal Meridian, described as follows,-

CANCELLED
INTERNAL
REVENUE
STAMPS
ANT. 1.45

Commencing at a point 5 Chains, East and 21.96 chains South of the Northwest Corner of said Section One (1), on the Northwest line of the Right-of-way of the The Alton Railroad, formerly the Chicago and Alton Railroad, thence North Ten (10) chains, thence Northwesterly to a point Five (5) Chains West and 10.50 chains South of the Northeast Corner of said Section Two (2); thence Southeasterly 14.84 chains to the place of beginning, containing Five (5) acres more or less, subject to Dedication of 0.57 acres more or less thereof for Right-of-way for public road purposes, as per deed of Dedication filed July 28th, 1901 and recorded in Book 132 of Deeds at page 38 thereof in the Office of the Recorder of Deeds of said Logan County, and subject to the coal and mineral rights underlying said premises with the right to mine and remove the same.

situated in the County of Logan, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State. Subject to the taxes on said premises for the year 1943 which the Grantee herein assumes and agrees to pay, the taxes thereon for the year 1942 to be paid by the Grantors, herein. Dated this Third day of May A. D. 1943.

ELIZABETH K. WILMERT (SEAL)
FLORENCE K. WILMERT (SEAL)
RALPH H. F. WILMERT (SEAL)
MARTHA E. WILMERT (SEAL)

STATE OF ILLINOIS, }
Logan County, } ss.

I, Evan Worth, a Notary Public, in and for the said County, in the State aforesaid, do hereby certify that Elizabeth K. Wilmert, a widow and Florence K. Wilmert, a single woman, 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 they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial seal this 15th. day of May A. D. 1943

(NOTARIAL SEAL)

EVAN WORTH
Notary Public.

My Notarial Commission Expires,
December 8th, 1946.

STATE OF ILLINOIS,)
) SS
 COUNTY OF DEORIA,)

I, Dorothy E Holmes, a Notary Public, in and for said County, in the State aforesaid, do hereby certify, that Ralph H. F. Wilmert and Martha E. Wilmert, his wife, 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 they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the Release and Waiver of the Right of Homestead.

GIVEN under my hand and Notarial Seal, this 5 day of May A. D. 1943.

(NOTARIAL SEAL)

DOROTHY E HOLMES

My Notarial Commission Expires,
 Sept. 1946

Notary Public.

#152668

S. L. BAIR ET AL
 TO

Filed for record June 10th, 1943 at 2:45 o'clock P.M.
 George L. Morrill, Recorder.

STATE OF ILLINOIS
 (9536-10M-10-41)

STATE OF ILLINOIS	:	Elkhart Oil Co.
DWIGHT H. GREEN, Governor	:	Name
DEPARTMENT OF PUBLIC WORKS AND BUILDINGS	:	P.A.
	:	Route 5 Sec. 24 R
DIVISION OF HIGHWAYS	:	County Logan
Springfield, Illinois	:	Sta. 840+85 To Sta. 846+54

DEDICATION OF RIGHT OF WAY FOR PUBLIC ROAD PURPOSES

THIS INDENTURE WITNESSETH, That the Grantors S. L. Bair and La Verne Bair of the County of Logan and State of Illinois for and in consideration of the sum of Twenty Nine Hundred Dollars (\$2900.00) in hand paid by the State of Illinois acting by and through the Department of Public Works and Buildings, or on its behalf, the receipt whereof is hereby acknowledged, and the benefits resulting from the maintenance of the public highway, herein referred to, do, by these presents, hereby grant, convey and dedicate to the People of the State of Illinois, for the purpose of a public highway, a tract of land situated in the County of Logan and State of Illinois, and described as follows:

Tract No. 3, being part of the west half of the southwest quarter of the southwest quarter of Section 7, Township 18 North, Range 3 West of the Third Principal Meridian, in the Village, now Town, of Elkhart City.

A detailed description is as follows:

From a stone at the southwest corner of Section 7 aforesaid, running thence north 0°-28' west, 415.0 feet, along said range line, to Point of Beginning No. 3, on the northeasterly line of Washington Street, in Elkhart City. From Point of Beginning No. 3 running thence north 0°-28' west, 115.8 feet, more or less, along said Range Line; thence north 35°-58' east, 435.8 feet, more or less, parallel with and 110.0 feet normally distant from the survey line of Federal Aid Route 5, to the right of way line of said Company; thence south 73°-37' east, 233.5 feet along the right of way line of said Company; thence south 35°-58' west, 585.9 feet, parallel with and 110.0 feet normally distant from said survey line; thence south 8°-18' east, 35.8 feet, to the northeasterly line of Washington Street; thence north 52°-34' west, 176.3 feet, more or less, along the northeasterly line of Washington Street, to Point of Beginning No. 3, said Tract No. 3

The Grantor, THE LINCOLN SAND and GRAVEL COMPANY, an Illinois corporation, with its principal office in the City of Lincoln, County of Logan and State of Illinois, for and in consideration of the sum of Two Thousand Five Hundred (\$2,500.00) Dollars receipt of which is hereby acknowledged, conveys and quit-claims to the City of Lincoln, a municipal corporation in the County of Logan and State of Illinois, all interest in the following described real estate:

A tract of land lying partly in the West $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 1 and partly in the East $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 2, all in Township 19 North, Range 3 West of the Third Principal Meridian in the County of Logan and State of Illinois, bounded and described as follows, to-wit:

Beginning at a point on the northwest right of way line of the Gulf, Mobile and Ohio Railroad which is 6 chains east and 21.98 chains south of the Northwest corner of said Section 1, running thence southwesterly along said northwest right of way line of the G.M. & O. R.R. to the center line of Salt Creek, thence northwest along the said center line of Salt Creek to the easterly right of way line of S.B.I. Route 4 (marked U.S. Route 66), thence in a northeasterly direction along the curved easterly right of way line of said S.B.I. Route 4 curving to the left, and having a radius of 3904.8 feet to station 92 plus 50 of the survey and plans of S.B.I. Route 4, construction section 23 X-1A, thence N. 25° 11' W. along the easterly right of way line of said S.B.I. Route 4 for a distance of 376.5 feet, more or less, to the southwesterly line of the triangular tract of land conveyed by Elizabeth K. Wilmert, et al, to the City of Lincoln by deed recorded in Book 135 of the Recorder's office of Logan County, Illinois at page 82, thence southeast, along the southwesterly line of said triangular tract described above, to the point of beginning.

It is the intent of the grantors to convey all that part of the West $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 1 and that part of the East $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of Section 2, Township 19 North, Range 3 West of the Third Principal Meridian bounded as follows: on the northeast by the southwesterly line of the said triangular tract conveyed by Elizabeth K. Wilmert to the City of Lincoln; on the southeast by the northwesterly right of way line of the Gulf, Mobile and Ohio Railroad; on the southwest by the centerline of Salt Creek; and on the northwest by the easterly right of way line of S.B.I. Route 4 (marked U.S. Route 66), situated in the County of Logan and the State of Illinois.

Dated this 11 day of June, A. D. 1954.

THE LINCOLN SAND and GRAVEL COMPANY
a corporation.


President

Attest:

Secretary

BGM 157 REC-119

STATE OF ILLINOIS)
COUNTY OF LOGAN) ss.

I, Julia Hickey, a Notary Public in and for the County of Logan and State of Illinois, do hereby certify that F. W. LONGAN and E. L. WEBSTER personally appeared before me, and being first duly sworn by me, severally acknowledged that they signed the foregoing instrument as President and Secretary respectively in their capacities as President and Secretary of the Lincoln Sand and Gravel Company, an Illinois corporation, and that the seal affixed to the said instrument is the corporate seal of the said corporation, and that said instrument was signed and sealed in behalf of said corporation by the authority of its Board of Directors, and acknowledged the said instrument to be the free act and deed of said



Julia Hickey
Notary Public.

STATE OF ILLINOIS
Logan County
This instrument was filed for record at
11:01 P.M. Aug. 16, 1954
AUG 16 1954
Filed to Book by
[Signature]
Recorder of Deeds Logan County, Illinois

189121
Lincoln Sand & Gravel Co.
City of Lincoln
In witness whereof