

RESOLUTION NO. 01-19

WHEREAS, pursuant to Section 21-90 of the Illinois Property Tax Code (35 ILCS 200/21-90), the County Board of Montgomery County, Illinois, has undertaken a Delinquent Tax Program for the purposes of:

- (1) bringing about the recovery of delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and,
- (2) in the case of property to which the County of Montgomery, as Trustee, ultimately takes a Tax Deed pursuant to the Revenue Act, it will aid in the expeditious transfer of ownership and the return of that property to a tax paying status.

WHEREAS, pursuant to this program the County of Montgomery has acquired an interest in the following described real estate:

LOT 1 PT NW NW 8-5-202 SEC 9 TWP 8 RNG 5 .490 ACRES

Parcel Index # 16-000-202-00

as described in Certificate No. 297 sold October 31, 1994.

WHEREAS, a public auction was held March 28, 2001, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest of the above described real estate. Proceeds from sale shall be paid to the Treasurer of Montgomery County, Illinois, and to be distributed according to law.

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 14th day of August, 2001.

Mike A. Hever
CHAIRMAN

ATTEST:

Sandy Leithner
Clerk of the Board

DEED

BOOK

3 PAGE

2

200100392792
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITNEISER
08-14-2001 11:52 am.
TAX DEED NC .00
DR Book 686 Page 270 -- 270

Instrument Book Page
200100392792 DR 686 270

Return Deed &
Mail Tax Statement To:

The City of Litchfield

THIS INDENTURE WITNESSETH, that the Grantor, MONTGOMERY COUNTY, TRUSTEE, (for all taxing districts having an interest herein), of the State of Illinois, for the consideration of the sum of -- TEN AND NO/100 -- Dollars and pursuant to authority given by the County Board of Montgomery County, Illinois, under Resolution duly adopted on May 17, 1994 does hereby CONVEY AND QUIT CLAIM TO: THE CITY OF LITCHFIELD

all interest in the following described real estate, situated in the County of Montgomery and State of Illinois:

LOT 1 PT NW NW 8-5-202 SEC 9 TWP 8 RNG 5 .490 ACRES

Permanent Index No.: 16-000-202-00

Grantee to assume payment of the taxes for the year 2002 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL HAVERA, Chairman of the County Board of County, Illinois, on the 14th day of August, 2001.

ATTEST

MONTGOMERY COUNTY, TRUSTEE

Sandy Leitner

Mike A. Haver

County Clerk of Montgomery County, Illinois

Chairman of the County Board of Montgomery County, Illinois

STATE OF ILLINOIS)
) ss.
COUNTY OF MONTGOMERY)

I, the undersigned, a notary public in and for said County in the State aforesaid, do here by certify that MICHAEL HAVERA, CHAIRMAN OF THE COUNTY BOARD, MONTGOMERY COUNTY, ILLINOIS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day, in person, and acknowledged that he signed, sealed and delivered the said instrument as such chairman of the County Board of Montgomery County, Illinois, caused the corporate seal of said County of Montgomery, Illinois, to be affixed thereon, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 14th day of August 2001.

"Exempt under provisions of Paragraph 'F',
Section 4, Real Estate Transfer Act."

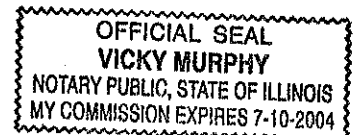
Mike Ballinger

Vicky Murphy

NOTARY PUBLIC

Buyer, Seller or Representative

This Instrument Drafted by Dennis D. Ballinger



Resolution No. 01-20

RESOLUTION FOR PARTICIPATION IN
STATE OF ILLINOIS
FEDERAL SURPLUS PROPERTY PROGRAM

County of Montgomery

STATE OF ILLINOIS

WHEREAS, the County of Montgomery, Illinois has limited fiscal resources available for the procurement of heavy-duty construction equipment, vehicles, commodities, and other property; and

WHEREAS, the State of Illinois' Federal Surplus Property Program offers a variety of surplus property at approximately 5-25 percent of the acquisition value, effectively reducing program costs by acquiring items that have been used to their life expectancy or property that must be replaced for safety or economic reasons; and

WHEREAS, the County of Montgomery, Illinois agrees to the following terms and conditions: to use the surplus property only in the official program which it represents; and upon receipt, agrees to place the surplus property into use within one year; and it agrees that the property shall be used for a period of one year (certain items, eighteen months); that it agrees it will not sell, loan, trade or tear down the property without written consent from the State of Illinois; and

WHEREAS, the County of Montgomery, Illinois understands that surplus property must be used in an authorized program and that personal use or non-use of surplus property is not allowed;

NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, does hereby consent and decree that the Montgomery County ESDA/Ambulance office is authorized to participate in the State of Illinois Federal Surplus Property Program.

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 14th day of August, 2001.

Mike A. Haver
County Board Chairman

Attest:
Sandy Leithner
County Clerk

(Amends Resolution #10-01 for \$10,000.00 Dated 01/09/01 By \$2,509.76)

AMENDED RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of WITT/NOKOMIS has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of WITT/NOKOMIS of Montgomery County has agreed to pay an amount of \$6,254.88 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

Table with 4 columns: ROAD DISTRICT, NAME OF BRIDGE, LOCATION, EST. COST. Row 1: WITT/NOKOMIS, 942 B-CA, See Attached Map, \$12,509.76

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at the adjourned Meeting held at Hillsboro on this 12th day of September, AD, 2001.

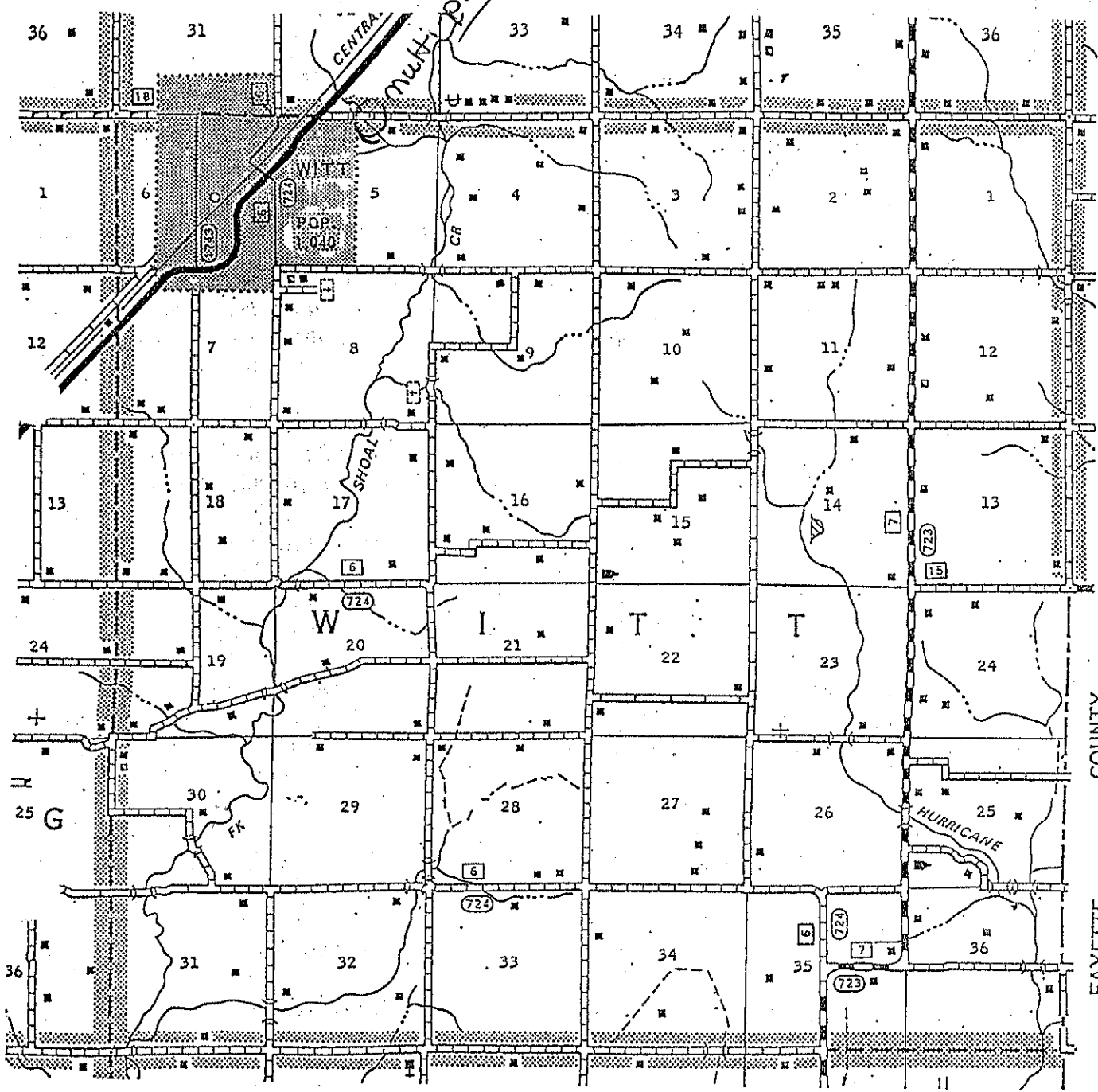
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 12th day of September, AD, 2001.

Handwritten signature of Sandy Leitheiser, followed by the printed name SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 50%
Witt/Nokomis 50%

WITT R. D.
R. 2 W., T. 9 N.

*Hillside Av (possibly Tokamis)
Sharing Cost*



T. 9 N.
FAYETTE COUNTY



COUNTY PARKING LOT

- Actual lot size is 100' X105'
- Calculated Lot Capacity is 32 spaces
- Unit prices for this size of lot are going to be higher than usual due to the small size.
- The 45° Design may require the removal of the trees on Main Street boulevard which will increase the cost for the tree removal.

LIFE CYCLE COST

	45° Design			
	10 Years	20 Years	30 Years	Total
Concrete				
105,004	0	0	0	105,004
Bituminous				
74,530	20,674	27,784	37,339	160,327

- The present cost of the bituminous is \$15,383.20.
- An inflation rate of 3% was used to convert the cost from present to future.
- This assumes that the parking lot will need to be resurfaced every 10 years.
- The more asphalt is overlaid the less effective it becomes with each subsequent overlay.
- Once the concrete comes to the end of its life, it can be overlaid.

COUNTY PARKING LOT Rough Estimate

45° Design

Tear Down and Remove Buildings

Site Grading

Rock - 4" CA-6 (\$0.75/SF)

Concrete - 5" with rebar at joints (\$4.00/SF)

7" Rock with 3" Bituminous (\$1.90/SF)

Curb (\$10.00/LF (Concrete) \$12.00/LF (Bituminous))

Tree Removal

Property

TOTAL

Cost per Space (36 Spaces)

Concrete

6000

2000

8241

43,953

4210

600

40,000

\$105,004

\$2917

Bituminous

6000

2000

20,878

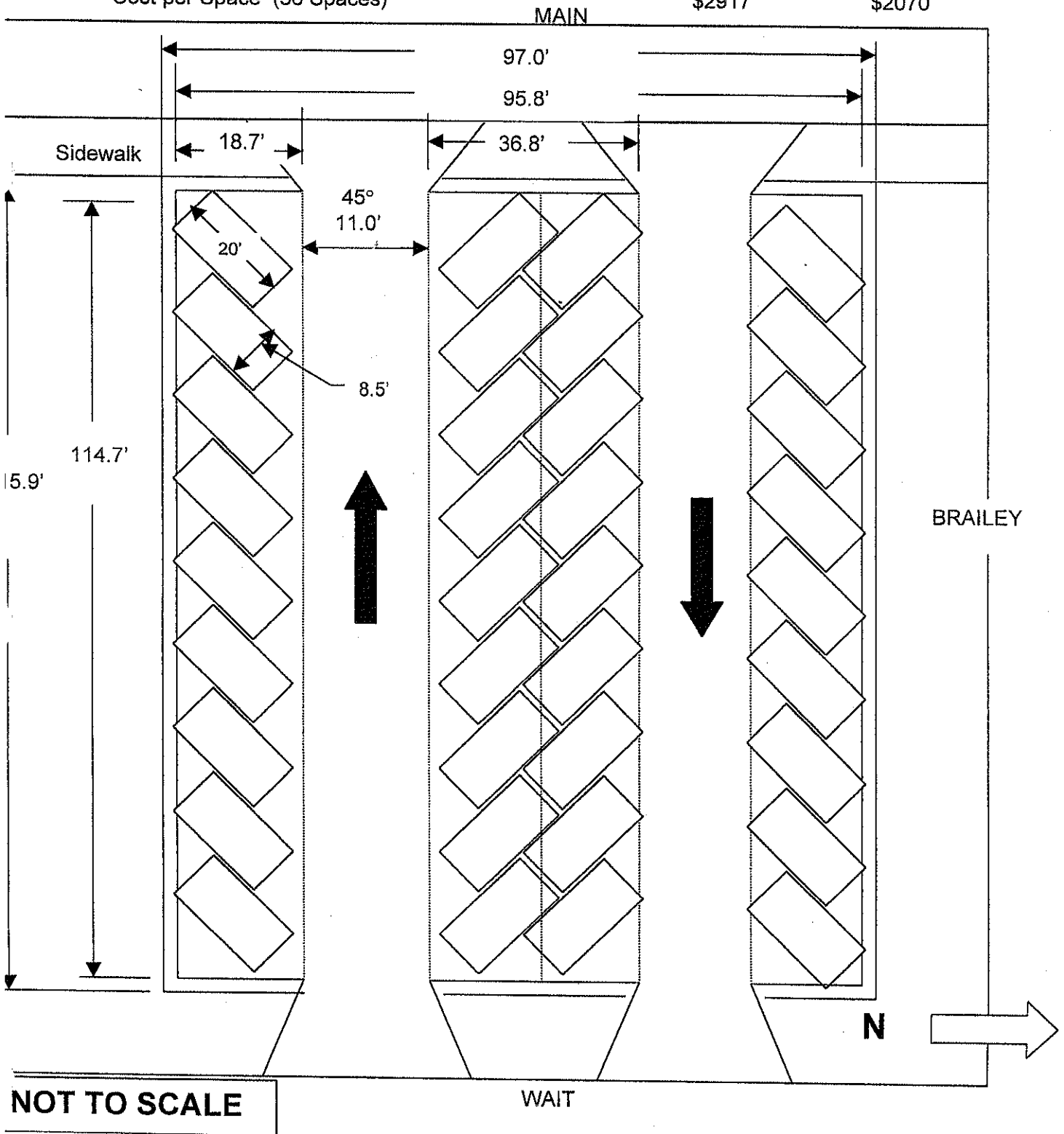
5052

600

40,000

\$74,530

\$2070

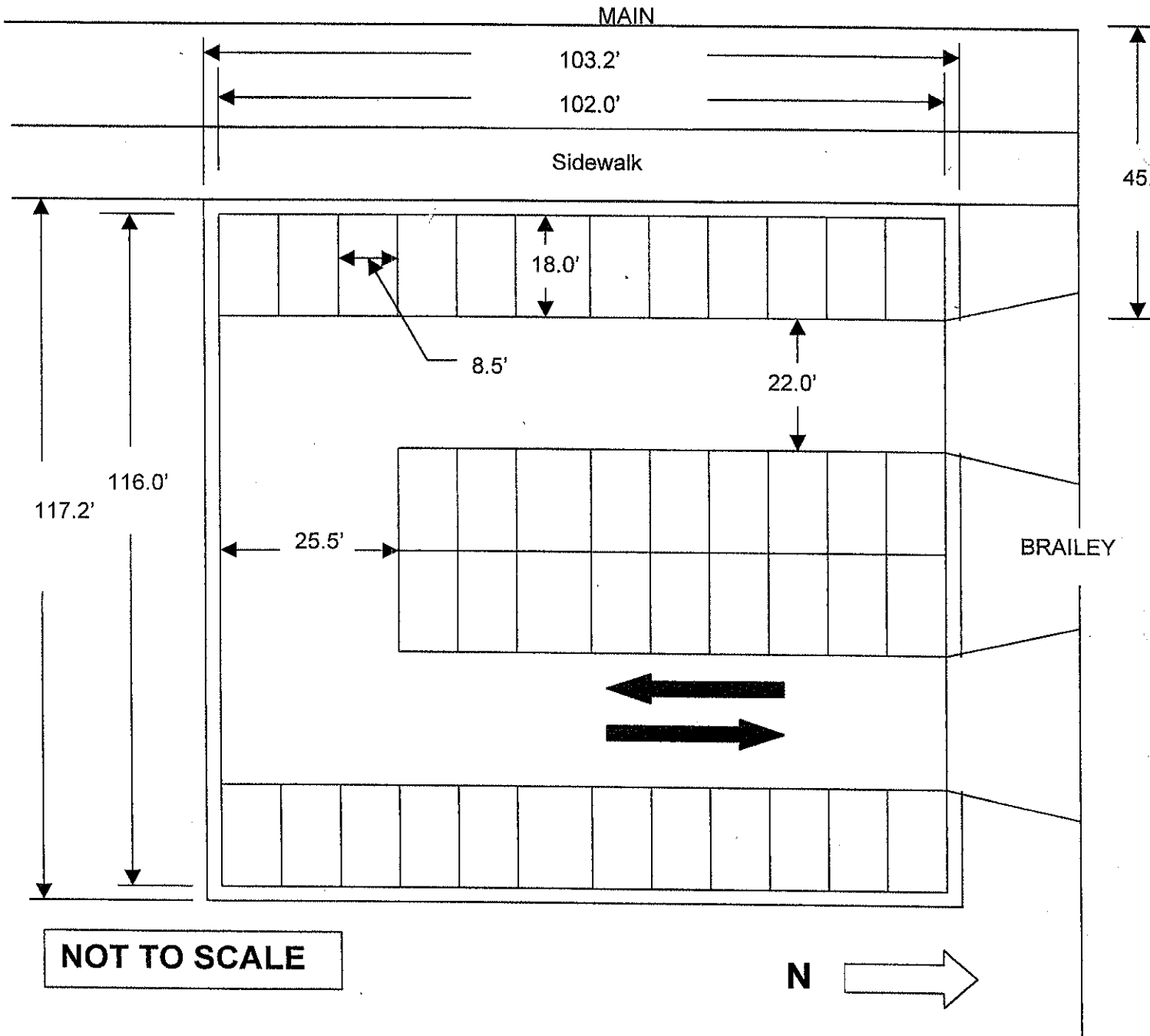


COUNTY PARKING LOT

Rough Estimate

90° Design

	Concrete	Bituminous
Tear Down and Remove Buildings	6000	6000
Site Grading	2000	2000
Rock - 4" CA-6 (\$0.75/SF)	8874	
Concrete - 5" with rebar at joints (\$4.00/SF)	47,328	
7" Rock with 3" Bituminous (\$1.90/SF)		22,481
Curb (\$10.00/LF (Concrete) \$12.00/LF (Bituminous))	4360	5232
Tree Removal	600	600
Property	40,000	40,000
TOTAL	\$109,162	\$76,313
Cost per Space (42 Spaces)	\$2599	\$1817



RESOLUTION 01- 21

A TAX LEVY FOR THE LITCHFIELD SPECIAL SERVICE AREA

WHEREAS, the County of Montgomery has established the Litchfield Special Service Area pursuant to the authority of Illinois Compiled Statues, Chapter 35, Section 235 et. seq., consisting of the territory specifically described in the Resolution creating said Special Service Area, and

WHEREAS, the County of Montgomery is now authorized to levy taxes for the special services to be provided in said Special Service Area, said service being the providing of ambulance services within said area, and

WHEREAS, the total appropriation for the Litchfield Special Service Area for Fiscal Year 2002 is the sum of \$70,000.00.

THEREFORE, be it hereby resolved that there is levied upon all the taxable property in the Litchfield Special Service Area the sum of Seventy Thousand Dollars and No Cents (\$70,000.00) for the following specific purposes in the following amounts:

See attached Budget:

BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$70,000.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

ADOPTED AND APPROVED THIS 11th day of September, 2001.


CHAIRMAN MIKE HAVERA

ATTEST:


COUNTY CLERK SANDY LEITHEISER

RESOLUTION 01- 22

A TAX LEVY FOR THE HILLSBORO SPECIAL SERVICE AREA

WHEREAS, the County of Montgomery has established the Hillsboro Special Service Area pursuant to the authority of Illinois Compiled Statutes, Chapter 35, Section 235 et. seq., consisting of the territory specifically described in the Resolution creating said Special Service Area, and

WHEREAS, the County of Montgomery is now authorized to levy taxes for the special services to be provided in said Special Service Area, said service being the providing of ambulance services within said area, and

WHEREAS, the total appropriation for the Hillsboro Special Service Area for Fiscal Year 2002 is the sum of \$101,000.00.

THEREFORE, be it hereby resolved that there is levied upon all the taxable property in the Hillsboro Special Service Area the sum of One Hundred One Thousand Dollars and No Cents (\$101,000.00) for the following specific purposes in the following amounts:

See attached Budget:

BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$101,000.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

ADOPTED AND APPROVED THIS 11th day of September, 2001.


CHAIRMAN MIKE HAVERA

ATTEST:


COUNTY CLERK SANDY LEITHEISER

RESOLUTION 01- 23

A TAX LEVY FOR THE NOKOMIS-WITT SPECIAL SERVICE AREA

WHEREAS, the County of Montgomery has established the Nokomis-Witt Special Service Area pursuant to the authority of Illinois Compiled Statutes, Chapter 35, Section 235 et. seq., consisting of the territory specifically described in the Resolution creating said Special Service Area, and

WHEREAS, the County of Montgomery is now authorized to levy taxes for the special services to be provided in said Special Service Area, said service being the providing of ambulance services within said area, and

WHEREAS, the total appropriation for the Nokomis-Witt Special Service Area for Fiscal Year 2002 is the sum of \$62,437.00.

THEREFORE, be it hereby resolved that there is levied upon all the taxable property in the Nokomis-Witt Special Service Area the sum of Sixty Two Thousand, Four Hundred Thirty-seven Dollars and No Cents (\$62,437.00) for the following specific purposes in the following amounts:

See attached Budget:

BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$62,437.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

ADOPTED AND APPROVED THIS 11TH day of September, 2001.


CHAIRMAN MIKE HAVERA

ATTEST:


COUNTY CLERK SANDY LEITHEISER

RESOLUTION 01- 24

A TAX LEVY FOR THE RAYMOND-HARVEL SPECIAL SERVICE AREA

WHEREAS, the County of Montgomery has established the Raymond-Harvel Special Service Area pursuant to the authority of Illinois Compiled Statues, Chapter 35, Section 235 et. seq., consisting of the territory specifically described in the Resolution creating said Special Service Area, and

WHEREAS, the County of Montgomery is now authorized to levy taxes for the special services to be provided in said Special Service Area, said service being the providing of ambulance services within said area, and

WHEREAS, the total appropriation for the Raymond-Harvel Special Service Area for Fiscal Year 2002 is the sum of \$33,360.00.

THEREFORE, be it hereby resolved that there is levied upon all the taxable property in the Raymond-Harvel Special Service Area the sum of Thirty-three Thousand, Three Hundred Sixty Dollars and No Cents (\$33,360.00) for the following specific purposes in the following amounts:

See attached Budget:

BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$33,360.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

ADOPTED AND APPROVED THIS 11th day of September, 2001.


CHAIRMAN MIKE HAVERA

ATTEST:


COUNTY CLERK SANDY LEITHEISER

RESOLUTION 01- 25

A TAX LEVY FOR THE FARMERSVILLE-WAGGONER SPECIAL SERVICE AREA

WHEREAS, the County of Montgomery has established the Farmersville-Waggoner Special Service Area pursuant to the authority of Illinois Compiled Statutes, Chapter 35, Section 235 et. seq., consisting of the territory specifically described in the Resolution creating said Special Service Area, and

WHEREAS, the County of Montgomery is now authorized to levy taxes for the special services to be provided in said Special Service Area, said service being the providing of ambulance services within said area, and

WHEREAS, the total appropriation for the Farmersville-Waggoner Special Service Area for Fiscal Year 2002 is the sum of \$53,250.00.

THEREFORE, be it hereby resolved that there is levied upon all the taxable property in the Farmersville-Waggoner Special Service Area the sum of Fifty-three Thousand, Two Hundred Fifty Dollars and No Cents (\$53,250.00) for the following specific purposes in the following amounts:

See attached Budget:

BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$53,250.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

ADOPTED AND APPROVED THIS 11th day of September, 2001.


CHAIRMAN MIKE HAVERA

ATTEST:


COUNTY CLERK SANDY LEITHEISER

Resolution Exempting A Particular Project From A Project Labor Agreement

WHEREAS, The County Board of Montgomery County deems it in the best interest of Montgomery County,

THAT the construction of Section 00-08112-00-BR, a Road & Bridge Improvement Project for Hillsboro Road District Bridge Project 922 B-CA to be exempted from the requirements of County Resolution #1996-7.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on the 9th day of October, AD, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of October, AD, 2001.


SANDY LEITHEISER, COUNTY CLERK

Resolution Exempting A Particular Project From A Project Labor Agreement

WHEREAS, The County Board of Montgomery County deems it in the best interest of Montgomery County,

THAT the construction of Section 00-09114-00-BR, a Road & Bridge Improvement Project for Irving Road District Bridge Project 923 B-CA to be exempted from the requirements of County Resolution #1996-7.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of October, AD, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of October, AD, 2001.


SANDY LEITHEISER, COUNTY CLERK

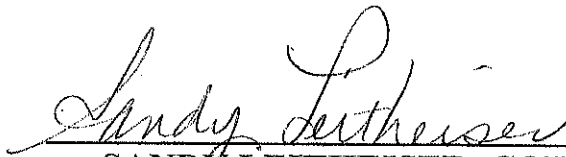
Resolution Exempting A Particular Project From A Project Labor Agreement

WHEREAS, The County Board of Montgomery County deems it in the best interest of Montgomery County,

THAT the construction of Section 00-00116-00-BR, (Barnett) a Road & Bridge Improvement Project for Montgomery County Bridge Project 917 B-CA to be exempted from the requirements of County Resolution #1996-7.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of October, AD, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of October, AD, 2001.



SANDY LEITHEISER, COUNTY CLERK

Resolution Exempting A Particular Project From A Project Labor Agreement

WHEREAS, The County Board of Montgomery County deems it in the best interest of Montgomery County,

THAT the construction of Section 00-00114-00-BR, (Oconee) a Road & Bridge Improvement Project for Montgomery County Bridge Project 915 B-CA to be exempted from the requirements of County Resolution #1996-7.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of October, AD, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of October, AD, 2001.



SANDY LEITHEISER, COUNTY CLERK

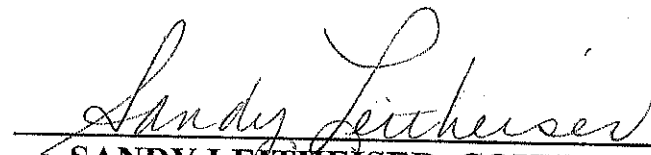
Resolution Exempting A Particular Project From A Project Labor Agreement

WHEREAS, The County Board of Montgomery County deems it in the best interest of Montgomery County,

THAT the construction of Section 00-00117-00-BR, (Fillmore) a Road & Bridge Improvement Project for Montgomery County Bridge Project 952 B-CA to be exempted from the requirements of County Resolution #1996-7.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on the 9th day of October, AD, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of October, AD, 2001.


SANDY LEITHEISER, COUNTY CLERK

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
Amending RESOLUTION # 46-01
(Amends Resolution #65-00 for \$6,700.00
to \$7,859.52 – Amends By \$1,159.52)

AMENDING RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of NORTH LITCHFIELD has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of NORTH LITCHFIELD of Montgomery County has agreed to pay an amount of \$3,929.76 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
NORTH LITCHFIELD	934 B-CA	See Attached Map	\$7,859.52

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of October, AD, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of October, AD, 2001.

Sandy Leitheiser
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 50%
North Litchfield 50%

RESOLUTION # 01- 26**RESOLUTION OF THE COUNTY BOARD
VOIDING TAX BILL 2000-2001 ON BIKE TRAIL PROPERTY**

WHEREAS there has been presented to this Board a bill due on Property #12-000-405-05, which describes the Green Diamond Bike Trail in Pitman Township, Illinois and Montgomery County is in possession of the above property, we hereby direct that the tax bill for 2000 payable 2001 be voided.

Approved by the Montgomery County Board on the 9th day of October, 2001.

Mike A. Havera

County Board Chairman, Mike Havera

William F. Sielschott

Finance Committee Chairman, Bill Sielschott

Attest by: Sandy Leitheiser

Montgomery County Clerk, Sandy Leitheiser

A copy of this resolution is to be provided to the following:

Montgomery County Treasurer/Collector Ron Jenkins
Montgomery County Trustee Dennis Ballinger
Montgomery County Clerk Sandy Leitheiser
Montgomery County Supervisor of Assessments Julia Kiefer

RESOLUTION TO ESTABLISH AND ADOPT HOURS OF
OPERATION OF THE COURTHOUSE AND HISTORIC COURTHOUSE

Whereas, the County Board of Montgomery County, Illinois has deemed it necessary and appropriate pursuant to Chapter 55 of the Illinois Compiled Statutes, Sections 5/3-2007 and 5/3-10008 et seq. to establish and adopt hours of operation for the county court buildings, specifically the Montgomery County Courthouse and Historic Courthouse, to be open for business with the general public;

Whereas, the Personnel Committee of the Montgomery County Board has duly considered the appropriate hours of operation for said Courthouse and Historic Courthouse and made its recommendations of such to the County Board;

THEREFORE, BE IT HEREBY RESOLVED by the County Board of Montgomery County that the hours of operation for the Montgomery County Courthouse and Historic Courthouse to be open for business to the general public shall be from 8:00 a.m. to 4:00 p.m. Monday through Friday, inclusive, excepting legal holidays as otherwise established by said County Board:

PASSED this 9th day of October, 2001.


CHAIRMAN MICHAEL HAVERA

ATTEST:


COUNTY CLERK Sandy Leitheiser

AYES: 20

NAYES: 0

PRESENT: 20

ABSENT: 1

RESOLUTION #01-28

MONTGOMERY COUNTY BOARD

WHEREAS, on September 11th, 2001, America was suddenly and brutally attacked by foreign terrorists, and;

WHEREAS, these terrorists hijacked and destroyed four civilian aircraft, crashing two of them into the towers of the World Trade Center in New York City, and a third into the Pentagon outside Washington, DC, and the fourth into a field in Somerset County, Pennsylvania, and;

WHEREAS, thousands of innocent Americans were killed and injured as a result of these attacks, including the passengers and crew of the four aircraft, workers in the World Trade Center and in the Pentagon, rescue workers, and bystanders, and;

WHEREAS, these cowardly acts were by far the deadliest terrorist attacks ever launched against the United States, and, by targeting symbols of Americans. It is important that we carry on with the regular activities of our lives. Terrorism cannot be allowed to break the spirit of the American people, and the best way to show these cowards that they have truly failed is for the people of the United States and their counties to stand tall and proud,

THEREFORE BE IT RESOLVED, that the governing board of Montgomery County condemns the cowardly and deadly actions of these terrorists, and;

BE IT FURTHER RESOLVED, that the governing board of Montgomery County supports the President of the United States, as he works with his national security team to defend against additional attacks, and find the perpetrators to bring them to justice, and;

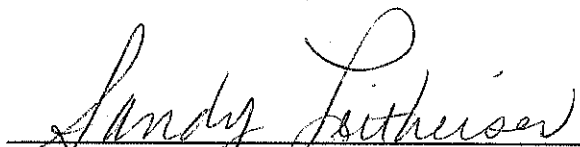
BE IT STILL FURTHER RESOLVED, that the governing board of Montgomery County recommends to its citizens to support relief efforts by giving blood at the nearest available blood donation center.

ADOPTED AND APPROVED THIS 9TH DAY OF OCTOBER, 2001.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

FILED
NOV 18 2001
D

**SUPPORT FOR A COMMUNITY FACILITY LOAN REQUEST TO THE
USDA RURAL DEVELOPMENT BY MONTGOMERY COUNTY BOARD** *Sandy Leitheiser* COUNTY CLERK

WHEREAS, an urgent community development need has been identified by the Board of Directors of FAYCO Enterprises, Inc. for an addition of approximately 4,060 square feet on the West Side of the Day Program Facility located at 2112 Schram Avenue in the Village of Schram City Illinois to serve interests of developmentally disabled local residents; and

WHEREAS, the Board of Directors of FAYCO Enterprises, Inc. has authorized proposal which shall conform to all laws and regulations of the State of Illinois, County of Montgomery and Village of Schram City and operate in accordance with existing financial arrangements, and

WHEREAS, an analysis of the FAYCO Enterprises, Inc.'s current financial resources reveals that sufficient funds are not presently available to internally finance the resolution of the aforementioned community development need without outside financial assistance; and

WHEREAS, the articles of incorporation and by-laws of FAYCO Enterprises, Inc. authorize the borrowing of funds for such purposes along with provisions for securing said borrowing, and

WHEREAS, the USDA Rural Development currently administers a Community Facility Loan Program which is capable of providing direct financial assistance, and

WHEREAS, such assistance is conditioned upon support by the Village of Schram City and the County of Montgomery, and

WHEREAS, no financial obligations are assumed by the County of Montgomery or the Village of Schram City Illinois,

NOW THEREFORE BE IT RESOLVED that the development of the Day Program addition is hereby supported.

RESOLVED, THIS 13th DAY OF November, 2001.

Mike A. Haver
CHAIRMAN MIKE HAVERA

ATTEST:

Sandy Leitheiser
COUNTY CLERK SANDY LEITHEISER

RESOLUTION 01-30

TO ADOPT FISCAL YEAR 2002 FINANCIAL APPROPRIATION ORDINANCE

WHEREAS, the Finance Committee of Montgomery County has conducted hearings upon the budget requests and requirements of the various offices and departments of the County of Montgomery, and

WHEREAS, said Committee has duly considered said request in light of the financial condition of said County, and

WHEREAS, said Committee has made its recommendations to the full Board of the County of Montgomery;

BE IT THEREFORE ADOPTED AND RESOLVED by the County Board of Montgomery County, meeting in adjourned session of its annual September meeting of the year 2001, that the attached Financial Appropriation Ordinance for Fiscal Year 2002 which commences December 1, 2001 and ends November 30, 2002, is hereby adopted and approved, said Ordinance setting forth appropriations totaling the sum of Fifteen Million, Three Hundred Ninety-four Thousand, Four Hundred Sixty-two Dollars and No Cents. (\$15,394,462.00).

PASSED this 13th day of November, 2001.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

AYES: 20

NAYES: 0

PRESENT: 20

ABSENT: 1

RESOLUTION 01 31

A TAX LEVY FOR THE GENERAL CORPORATE FUND

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in adjourned session of its annual September meeting of the year 2001, after having ascertained the sum of Five Hundred Eighty Nine Thousand Dollars and No Cents (\$589,000.00) as being necessary to be raised for General County purposes for the current taxable year.

WHEREFORE, there be and there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois, for the current taxable year, the sum of Five Hundred Eighty Nine Thousand Dollars and No Cents (\$589,000.00) and the County Clerk is hereby authorized to extend such per cent on the Collector's books for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of Five Hundred Eighty Nine Thousand Dollars and No Cents (\$589,000.00) provided that the per cent of levy shall not exceed .2025 per cent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 13th day of November, 2001.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 01- 32

A TAX LEVY FOR THE COUNTY HEALTH DEPARTMENT

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in adjourned session of its annual September meeting of the year 2001, that for the purpose of the maintenance of a County Health Department in Montgomery County, Illinois, that the sum of Two Hundred Ninety Thousand Dollars and No Cents (\$290,000.00) is necessary.

WHEREFORE, there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois for the current taxable year, the sum of Two Hundred Ninety Thousand Dollars and No Cents (\$290,000.00), and the County Clerk is hereby authorized to extend such percent on the Collector's books of Montgomery County for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of Two Hundred Ninety Thousand Dollars and No Cents (\$290,000.00) provided that the percent of levy shall not exceed .10 per cent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 13th day of November, 2001.

Mike A. Havera
CHAIRMAN MIKE HAVERA

ATTEST:

Sandy Leitheiser
COUNTY CLERK SANDY LEITHEISER

RESOLUTION 01- 33

A TAX LEVY FOR THE ILLINOIS MUNICIPAL RETIREMENT FUND

WHEREAS, it has been ascertained that the sum of Three Hundred Forty Five Thousand Dollars and No Cents (\$345,000.00) is necessary and should be raised by the levy of a tax upon all taxable property in Montgomery County, Illinois, as equalized or assessed by the Department of Revenue, for the purpose of providing a fund from which the County's required contribution under the provisions of an Act creating the "Illinois Municipal Retirement Fund" filed July 29, 1939, as amended, is payable.

BE IT RESOLVED that there is hereby levied against all the taxable property in the County of Montgomery, for the current taxable year, the sum of Three Hundred Forty Five Thousand Dollars and No Cents (\$345,000.00) for the purpose of adding to the fund from which the required contribution of Montgomery County may be paid, under the provisions of an Act creating the "Illinois Municipal Retirement Fund", filed July 29, 1939 as amended.

BE IT FURTHER RESOLVED that the County Clerk of Montgomery County, extend such per cent on the Collector's Books of the County for the current taxable year against all taxable property in the County as will raise the sum of Three Hundred Forty Five Thousand Dollars and No Cents (\$345,000.00). The tax provided for herein shall be levied and collected in like manner with the general taxes of the County of Montgomery and shall be in addition to all other taxes which the County of Montgomery is now or may hereafter be authorized to levy upon all taxable property within the County, and shall be exclusive of and in addition to the amount of tax levied for general County purposes as the same may be limited by any laws of the State of Illinois.

APPROVED and ADOPTED this 13th day of November, 2001.


CHAIRMAN MIKE HAVERA

ATTEST:


COUNTY SANDY LEITHEISER

RESOLUTION 01- 34

A TAX LEVY FOR THE SOCIAL SECURITY FUND

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in adjourned session of its annual September meeting of the year 2001, that for the purpose of adding to and maintaining the fund established to meet the cost of participating in the Federal Social Security Insurance Program and pursuant to the authority of Illinois Compiled Statutes, Chapter 40, Section 5/2-110, that there is hereby levied against all taxable property in the County of Montgomery for the current taxable year the sum of Three Hundred Fifty Five Thousand Dollars and No Cents (\$355,000.00) for the purpose of paying said social security tax contributions from said fund.

BE IT FURTHER RESOLVED that the County Clerk of Montgomery County extend such per cent on the Collector's Books of the County for the current taxable year against all taxable property in the County as will raise the sum of Three Hundred Fifty Five Thousand Dollars and No Cents (\$355,000.00). The tax provided for herein shall be levied and collected in like manner with the general taxes of the County of Montgomery and shall be in addition to all other taxes which the County of Montgomery is now or may hereafter be authorized to levy upon all taxable property within the County, and shall be exclusive of and in addition to the amount of tax levied for general county purposes as the same may be limited by any law of the State of Illinois.

APPROVED and ADOPTED this 13th day of November, 2001.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 01- 35

A TAX LEVY TO PAY THE COSTS OF INSURANCE PREMIUMS

WHEREAS, it is the duty and responsibility of and in accordance with sound financial practices for Montgomery County, Illinois, to protect itself and its assets against any liability which may be imposed upon it under the provisions of the Worker's Compensation Act, the Worker's Occupational Diseases Act and/or the Unemployment Insurance Act, all of the State of Illinois, and

WHEREAS, this County is authorized to levy a tax upon all taxable property within said county as the same is equalized or assessed by the Department of Revenue of this State, at a rate that will produce a sum of money which will be sufficient to pay the reasonable costs of protecting itself and/or its employees, by insurance, against such liability which may be imposed under such acts, and

WHEREAS, this County has duly adopted an Appropriation Ordinance for the fiscal year 2002 for the specific uses and purposes hereinafter set forth.

NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that there be and there is hereby levied upon all the taxable property in this County, as equalized or assessed by the Department of Revenue, of the State of Illinois, for the current taxable year, the sum of Three Hundred Thousand Dollars and No Cents (\$300,000.00) for the payment of insurance premiums for the protection of said county against liability which may be imposed upon it under the provisions of:

The Workmen's Compensation Act of the State of Illinois,

The Unemployment Insurance Act of the State of Illinois, and

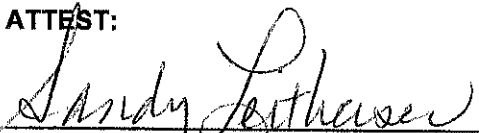
Property and Liability Insurance.

BE IT FURTHER RESOLVED that the County Clerk of this County shall extend this tax for the current taxable year upon all taxable property in Montgomery County, Illinois, as the same is equalized or assessed by the Department of Revenue of this State, at a rate which will produce the amount of this levy and this tax shall be levied and collected in like manner with the general taxes of this County and this tax shall be and is exclusive of and in addition to the amount of tax levied for general County purposes. All monies derived from this levy shall be used for no other purpose than that set out herein.

APPROVED and ADOPTED this 13th day of November, 2001.


CHAIRMAN MIKE HAVERA

ATTEST:


COUNTY CLERK SANDY LEITHEISER

RESOLUTION 01- 36

A TAX LEVY FOR THE COUNTY HIGHWAY FUND

WHEREAS, it has been determined that the amount of money as stated below is necessary and should be raised by the levy of a County Highway Tax for the purpose of maintaining the highways in Montgomery County, Illinois, required to be maintained and/or for the purpose of acquiring machinery and equipment for the maintenance of highways in Montgomery County, Illinois, required to be maintained, upon all the real estate and taxable property in the County as the same is equalized and assessed for the purpose of taxation for the current year, said amount of money being Two Hundred Ninety-three Thousand Dollars and No Cents (\$293,000.00) and for the specific purposes hereinafter set forth:

For the purpose of maintaining the highways in Montgomery County, Illinois, as required to be maintained by said County.....\$293,000.00

BE IT HEREBY RESOLVED by the County Board of Montgomery County meeting in adjourned session of its annual September meeting of the year 2001 that there be and there is hereby levied against all taxable property in the County of Montgomery, State of Illinois, for the current taxable year, and to be known as and held in the County Highway Fund the sum of Two Hundred Ninety-three Thousand Dollars and No Cents (\$293,000.00), and the County Clerk is hereby authorized to extend such per cent on the Collector's Books of said County for the current taxable year against all of the taxable property that will raise the sum of Two Hundred Ninety-three Thousand Dollars and No Cents (\$293,000.00) , provided that the per cent of levy shall not exceed .10 per cent of the full, fair cash value of such taxable property as equalized or assessed by the Department of Revenue or exceed the maximum percentage of the full, fair cash value as limited or governed by the laws of the State of Illinois.

APPROVED and ADOPTED by the County Board of Montgomery County, Illinois, this 13th day of November, 2001.


CHAIRMAN MIKE HAVERA

ATTEST:


COUNTY CLERK SANDY LEITHEISER

RESOLUTION 01- 37

A TAX LEVY FOR THE TUBERCULOSIS CARE AND TREATMENT FUND

BE IT RESOLVED by the County Board of Montgomery County meeting in adjourned session of its annual September meeting of the year 2001 after having ascertained the sum of Sixty Thousand Dollars and No Cents (\$60,000.00) as being necessary to be raised for the care and treatment of persons afflicted with tuberculosis in Montgomery County for the current taxable year.

WHEREFORE, there be and there is hereby levied against all taxable property in the County of Montgomery, for the current taxable year, the sum of Sixty Thousand Dollars and No Cents (\$60,000.00) to be held in and known as the Tuberculosis Care and Treatment Fund, and the County Clerk is hereby authorized to extend such per cent on the Collector's books for the current taxable year against all the taxable property within Montgomery County as will raise the sum of Sixty Thousand Dollars and No Cents (\$60,000.00) provided that the per cent of levy shall not exceed .075 per cent of the value of all taxable property in Montgomery County, as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 13th day of November, 2001.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 01- 38

A TAX LEVY FOR THE COUNTY HIGHWAY FEDERAL AID MATCHING FUND

BE IT HEREBY RESOLVED by the County Board of Montgomery County that there be and there is hereby levied against all of the taxable property in the County of Montgomery for the current taxable year the sum of One Hundred Forty-six Thousand, Five Hundred Dollars and No Cents (\$146,500.00) for the purpose of providing funds to pay the proportionate share of Montgomery County of the expenses in constructing highways in the Federal Aid Secondary System as is provided by law.

BE IT FURTHER RESOLVED that the County Clerk of Montgomery County extend such per cent on the Collector's Books of said County for the current taxable year against all of the taxable property in said County as will raise the sum of One Hundred Forty-six Thousand, Five Hundred Dollars and No Cents (\$146,500.00). The tax provided for herein shall be levied and collected in like manner with the general taxes of the County of Montgomery and shall be in addition to the maximum of all other County taxes which the County is now or may hereafter be authorized by statute to levy upon the aggregate value of all taxable property within the County. Said tax, shall not be extended at a rate exceeding .05 per cent of the full, fair cash value of all taxable property, as equalized or assessed by the Department of Revenue of the State of Illinois and upon ascertaining the rate per cent that will produce the amount of such tax so levied herein any sum or amount to cover the loss or costs of collecting said tax. All monies derived from the "Matching Fund" shall be used for no other purpose.

APPROVED and ADOPTED by the County Board of Montgomery County, Illinois this 13th day of November, 2001.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 01- 39

A TAX LEVY FOR THE SPECIAL AID TO COUNTY BRIDGE FUND

WHEREAS, it has been determined that the amount of money as stated below be raised for the purpose of administering Sections 5-501, 5-502, 5-503 and 5-504 of the Illinois Highway Code, and more specifically herein after set forth, on all the taxable property in the county as the same is equalized and assessed by the Department of Revenue for the purpose of taxation for the current year, said amount of money being the sum of One Hundred Forty-six Thousand, Five Hundred Dollars and No Cents (\$146,500.00) and for the specified purposes hereinafter set forth.

BE IT HEREBY RESOLVED by the County Board of Montgomery County that for the following purposes and in the following amounts:

For the purpose of building and maintaining bridges on Road Districts and County roads in Montgomery County, Illinois.....\$146,500.00

That there be and there is hereby levied against all of the taxable property in the County of Montgomery, State of Illinois for the current taxable year, and to be known as and held in the "County Bridge Fund" the sum of One Hundred Forty-six Thousand, Five Hundred Dollars and No Cents (\$146,500.00) provided that the per cent of levy shall not exceed .05 per cent of the full, fair cash value of such taxable property as equalized or assessed by the Department of Revenue. The tax provided for herein shall be in excess of any other rate limitations and shall be levied and collected for general County purposes.

APPROVED and ADOPTED by the County Board of Montgomery County, Illinois this 13th day of November, 2001.

Mike A. Haver
CHAIRMAN MIKE HAVERA

ATTEST:

Sandy Leitheiser
COUNTY CLERK SANDY LEITHEISER

RESOLUTION 01- 40

A TAX LEVY FOR THE COUNTY EXTENSION SERVICE

WHEREAS, the Extension Council for Montgomery County, Illinois, has submitted its budget request to the Montgomery County Extension Board for Fiscal Year 2002; and

WHEREAS, a majority of the electors of Montgomery County have voted to adopt a levy for funding of the extension service program, pursuant to the County Cooperative Extension Law, Illinois Compiled Statutes, Chapter 505, Section 45, et. seq, and

WHEREAS, the Montgomery County Board has now considered the budget certified by the Montgomery County Extension Board, and has determined the following amount must be funded by special levy for Cooperative Extension Service programs in Montgomery County: \$121,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in adjourned session of its annual September meeting of the year 2001, after having ascertained the sum of One Hundred Twenty-one Thousand Dollars and No Cents (\$121,000.00) as being necessary to be raised for County Extension Service purposes for the current taxable year.


WHEREFORE, there be and there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois, for the current taxable year, the sum of One Hundred Twenty-one Thousand Dollars and No Cents (\$121,000.00) and the County Clerk is hereby authorized to extend such per cent on the Collector's books for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of One Hundred Twenty-one Thousand Dollars and No Cents (\$121,000.00), provided that the per cent of levy shall not exceed .05 per cent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 13th day of November, 2001.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 01- 41

A TAX LEVY FOR THE PUBLIC BUILDING COMMISSION COURT BUILDING LEASE

WHEREAS, there are adequate funds available to Montgomery County to pay Four Hundred Eighty Three Thousand, One Hundred Twelve Dollars and No Cents (\$483,112.00) toward the County Court Building lease payments between Montgomery County and the Montgomery County Public Building Commission, for the assessment year 2001 payable in 2002, and

THEREFORE, be it resolved that an amount of \$483,112.00 be extended for the County Court Building lease payment in the assessment year of 2001 payable 2002.

This Resolution passed this 13th day of November, 2001.


CHAIRMAN MIKE HAVERA

ATTEST:


COUNTY CLERK SANDY LEITHEISER

RESOLUTION 01- 42

BE IT HEREBY RESOLVED by the County Board of Montgomery County that the following salaries for the Fiscal Year 2002 beginning December 1, 2001 and ending November 30, 2002 are set for the following department heads:

SUPERVISOR OF ASSESSMENTS	\$ 37,361.00
PROBATION OFFICER	\$ 51,343.00
ASSISTANT PROBATION OFFICERS	\$124,871.00

PASSED this 13th day of November, 2001.



 CHAIRMAN MIKE HAVERA

ATTEST:



 COUNTY CLERK SANDY LEITHEISER

AUTHORIZING STATE'S ATTORNEYS APPELLATE PROSECUTOR

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Judicial Districts containing less than 3,000,000 inhabitants; and,

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor Act", Public Act 80-1, 1st Special Session, Illinois Compiled Statutes, Chapter 725, Section 210/1 et. seq., approved December 3, 1977, as amended; and,

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Appellate Prosecutor County Fund and two-thirds from the General Revenue Fund, provided that such funding receives county approval and support from within the respective Judicial Districts eligible to apply; and,

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys' continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor and the Illinois General Assembly have reviewed and approved a budget for Fiscal Year 2002, which funds will provide for the continued operation of the Agency.

NOW THEREFORE, BE IT RESOLVED that the Montgomery County Board, in regular session, this 13th day November 2001 does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorneys of this county in the appeal of all cases, when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney to prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in his duties under the Illinois Public Labor Relations Act, including negotiations thereunder, as well as in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED that the Montgomery County Board hereby agrees to participate in the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2002, commencing December 1, 2001, and ending November 30, 2002; by hereby appropriating a sum of money not to exceed \$11,000.00 for the express purpose of providing a portion of the funds required for financing the operation of the State's Attorneys Appellate Prosecutor, and agrees to deliver same to the Agency on request during the 2002 Fiscal Year.

PASSED and ADOPTED by the County Board of Montgomery County, Illinois, this 13th day of November, 2001.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

MONTGOMERY COUNTY TRUSTEE
DELINQUENT TAX AGENT

P. O. Box 1452
Decatur, Illinois 62522
Telephone (217) 429-5050

DATE: SEPTEMBER 17, 2001
FROM: MONTGOMERY COUNTY BOARD
TO: MONTGOMERY COUNTY CLERK - SANDY LEITHEISER
MONTGOMERY COUNTY SUPERVISOR OF ASSESSMENTS - JULIE
PAYNE-KIEFER
MONTGOMERY COUNTY TREASURER/COLLECTOR - RONALD JENKINS
RE: NOTICE FROM COUNTY OFFICIALS--VOIDING OF TAX BILLS

NOTICE TO COUNTY OFFICIALS:

THE COUNTY HAS ACQUIRED CERTAIN PROPERTIES IN ACCORDANCE WITH THE
DELINQUENT TAX SALE PROCEDURE AND IN ACCORDANCE WITH THE PROPERTY
TAX CODE 35 ILCS, SEC 21-90, SEC 21-95, SEC 21-100, SEC 21-105.

THE COUNTY BOARD OF MONTGOMERY COUNTY REQUESTS THE VOIDING OF THE
TAX BILLS FOR THE PARCELS ON THE ATTACHED EXHIBIT.

APPROVED BY THE MONTGOMERY COUNTY BOARD ON THE 13th DAY OF
November, 2001.

Mike A. Havera
COUNTY BOARD CHAIRMAN, MIKE HAVERA

F I L E D
NOV 13 2001

William E. Sielschott
FINANCE COMMITTEE CHAIRMAN, BILL SIELSCHOTT

Sandra Leithaiser COUNTY CLERK

ATTEST BY: Sandy Leithaiser
MONTGOMERY COUNTY CLERK, SANDY LEITHEISER

Old Parcel NumberNew Parcel Number

02-000-627-00	01-33-406-007
03-000-474-00	11-36-400-010
04-000-884-00	17-24-200-002
04-001-183-00	17-35-354-023
04-001-554-00	17-35-157-001
04-001-597-00	17-35-455-010
04-001-630-00	21-02-108-013
05-000-942-00	18-26-134-001
05-000-957-00	18-28-328-002
05-000-968-00	18-28-329-004
06-000-836-00	20-22-376-004
07-000-229-00	04-33-433-004
07-000-259-00	04-33-281-004
08-100-306-10	16-17-152-001
08-202-321-00	16-12-203-010
08-202-488-00	16-11-481-045
09-000-939-05	12-22-489-005
10-001-082-00	08-23-327-009
10-002-836-00	08-27-131-001
13-000-530-00	06-07-459-010
13-000-558-00	06-07-464-010
16-000-202-00	15-09-105-001
16-001-312-00	15-04-436-005
16-001-522-00	15-05-230-002
17-000-096-50	19-10-200-011
17-000-523-05	19-11-135-010
18-000-651-00	13-06-279-001
18-000-658-00	13-05-102-005
18-001-130-00	13-05-102-006
	13-06-276-008
18-001-344-00	13-06-378-003
08-100-707-93	Coal Rights
08-100-707-94	Coal Rights
11-201-772-04	10-33-255-035

F I L E D
DEC 14 2001

Sandra Leitheiser COUNTY CLERK

INTERGOVERNMENTAL AGREEMENT

[SPECIAL SERVICE AREA]
ROUTE 66 CROSSING
LITCHFIELD, ILLINOIS

by and between

THE COUNTY OF MONTGOMERY, ILLINOIS

and the

CITY OF LITCHFIELD, ILLINOIS

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (this "Agreement") is made and entered into as of _____, 2001 by and between the City of Litchfield, an Illinois municipal corporation and a non-home rule unit (the "Municipality"), and The County of Montgomery, an Illinois unit of local government and a non-home rule unit (the "County"), each duly organized and existing under and by virtue of the Constitution and the laws of the State of Illinois.

THE MUNICIPALITY AND THE COUNTY FIND AND AGREE, as follows:

Recitals

WHEREAS, pursuant to the authority granted by the Illinois Constitution in Article VII (Local Government), Section 10 (Intergovernmental Cooperation), and the Intergovernmental Cooperation Act, 5 ILCS 22011 *et seq.*, the Municipality and the County each have the authority to enter into binding agreements regarding the exercise of their respective powers; and

WHEREAS, the Municipality seeks to facilitate comprehensive infrastructure and public improvements in connection with developments within the Municipality, and has determined to do so in part through the use of special service area financing as described in more detail below; and

WHEREAS, the County desires to cooperate with the Municipality to achieve the foregoing goals and to enhance the health, safety and welfare of persons living or working within the County; and

WHEREAS, pursuant to the Special Service Area Tax Law, 35 ILCS 200/27-5 *et seq.*, the Property Tax Code, 35 ILCS 200/1 *et seq.*, the Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, the Counties Code, 55 ILCS 5/1-1-1001 *et seq.*, the Local Government Debt Reform Act, 30 ILCS 350/1 *et seq.*, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* (collectively, the "Acts"), the Municipality is authorized to create special service areas, levy special taxes on property in such special service areas, and the County Clerk is authorized to extend special taxes; and

WHEREAS, the Municipality contemplates establishing special service areas pursuant to the Municipality's duly enacted ordinances and the Special Service Area Tax Law; and

WHEREAS, the Municipality has issued and contemplates issuing special service area tax bonds (howsoever styled and as issued from time to time, the "Bonds") for the purpose of financing costs of public facilities and improvements benefiting property within Special Service Area Number One (Route 66 Crossing at Litchfield) (the "Special Service Area" or the "special service area") in the Municipality, and levying a special tax (as applicable, the "Special Tax") on property within the special service area to provide funds to repay such Bonds, pursuant to the Municipality's duly adopted bond ordinance and the Special Service Area Tax Law; and

WHEREAS, the Municipality contemplates, in connection with the establishment of the special service area, the levying of special taxes on property therein, and the issuance and repayment of Bonds in connection therewith, including as based on a rational relationship between the special tax levied and the special service benefit rendered for the special service area; and

WHEREAS, the Municipality shall create a special tax roll (the "Special Tax Roll") for the special service area for which the Municipality desires to collect a special tax, such STR to consist of PIN numbers as assigned by the Montgomery County Chief Assessing Officer for the current levy year with each PIN number's associated special tax; and

WHEREAS, the Municipality further contemplates the orderly implementation of the special service area financing and efficient and accurate collection of special tax revenues without imposing an administrative burden on the County or the Municipality; and

WHEREAS, the Municipality and the County, desire to memorialize their agreement regarding the County's cooperation with the Municipality in implementation of the levy, extension, billing and collection of special service area taxes contemplated in connection with the special service area within the Municipality and the County.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS AND THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, AND FOR OTHER VALUABLE CONSIDERATION, THE RECEIPT AND LEGAL SUFFICIENCY IS HEREBY ACKNOWLEDGED, THE MUNICIPALITY AND THE COUNTY HEREBY AGREE, as follows:

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated into this Agreement as if fully set forth herein.
2. **Term of Agreement.** The term of this Agreement shall be as set forth in paragraph 7(j) below, subject to renewal or extension by written agreement of the Municipality and the County. During the term of this Agreement, the Municipality shall have the right to create special service areas. The County and the Municipality shall fulfill their mutual obligations as set forth in this Agreement, including, without limitation, the extension, billing, collecting and enforcement of any special service area taxes for tax years 2001 through 2012, in accordance with applicable law, including, without limitation, the Acts.
3. **Levying of Special Tax.**
 - (a) **Levy by Municipality.** Pursuant to a Special Tax Roll, adopted and prepared for the Special Service Area within the Municipality, each Special Tax shall be divided among all taxable real property within the special service area in accordance with the terms of the Municipality's establishing ordinance. Pursuant to each Bond ordinance of the Municipality passed in connection with the Municipality's issuance of Special Tax Bonds, the Municipality

shall carry out the following duties related to each annually, on or before the last Tuesday of December, for each of the years in which payments of interest and principal are due:

- (i) to calculate (or cause to be calculated) the projected Special Tax requirement;
- (ii) to adopt an ordinance approving the amount of the Special Tax requirement; and
- (iii) to direct by appropriate ordinance the County Clerk of Montgomery County to extend the Special Tax for collection on the tax books against all of the taxable real property within the special service area in connection with other taxes levied in each of such years for general purposes of the Municipality.

Each Special Tax shall be computed, extended and collected in accordance with its respective Special Tax Roll and applicable Bond ordinance.

(b) **Annual Abatement.** The Special Tax levied by each Bond ordinance of the Municipality may be abated each year to the extent (i) the taxes levied pursuant to the applicable Bond ordinance exceed the Special Tax requirement as calculated by the Municipality pursuant to the establishing ordinance or applicable Bond ordinance or (ii) other available funds are on deposit therefor according to the Bond ordinance. The Municipality shall so abate the Special Tax by duly enacted ordinance or resolution or other proceedings or certification, annually, for each of the years in which payment of interest and principal are due, and shall file a certified copy of each such ordinance or resolution or other proceedings or certification with the County Clerk on or before the last Tuesday in December for his or her use in, extending each Special Tax.

4. **Extension of Special Tax.** Pursuant to Section 27-75 of the Special Service Area Tax Law, each year, the County Clerk shall extend the Special Tax (less any amount abated as described above in paragraph 3(b)) on the tax books against all real property that appears on the Special Tax Roll for the special service area within the Municipality and the County, in accordance with the Bond ordinance or establishing ordinance for the special service area, for collection in connection with other taxes levied in each of such years for general purposes of the Municipality. The Municipality shall provide necessary and sufficient support as specified in this agreement, or as requested by the County Clerk's office in extending all Special Taxes. The duty of the County Clerk to extend the Special Tax is contingent upon the Municipality providing to the County Clerk a necessary, sufficient and specific Special Tax Roll as provided for in this Agreement.

5. **Billing and Collection of Special Tax.** Pursuant to the Intergovernmental Cooperation Act and subject to the terms and provisions of this Agreement, the County hereby agrees to cooperate with the billing and collection of Special Taxes as follows:

(a) **Billing.** The County shall cause the annual amount of the Special Tax as described in the Special Tax Roll for the special service area within the Municipality and the County (as modified by the Municipality's abatement proceedings or certification, if any, for a given year) to appear on the real estate tax bills as periodically issued by the County for real property within each special service area. The Municipality, at its expense, shall cause appropriate counsel when requested by the County to assist the County in billing all Special Taxes.

(b) **Collection - Ordinary Course.** The County shall collect the Special Taxes as remitted by payors thereof in the ordinary course, and shall create and maintain an accounting of the Special Taxes received for the special service area within the Municipality and the County. The County shall remit the amounts held in such fund to the Municipality, at the same intervals and under similar terms and conditions as the County causes payments to the taxing bodies in connection with other taxes levied thereby and collected by the County. The Municipality, by itself or an applicable consultant and at its expense, shall assist the County in collection of all Special Taxes when requested by the County.

(c) **Collection - Delinquency.** In the event of delinquency in payment of any Special Tax, the County shall execute those duties described, as follows:

The duties of the County in the event of delinquency in payment of any Special Tax are established by the Special Service Area Tax Law and Article 9 of the Illinois Municipal Code and include the following:

- receiving of reports listing unpaid and/or delinquent special taxes;
- enforcement and collection of special taxes;
- selling delinquent special taxes and interest thereon remaining due and unpaid as provided in the Illinois Revenue Code;
- assisting in the execution of certificates of sale and deeds issued pursuant thereto pertaining to delinquent special taxes;
- assisting in redemption from any special tax sales;
- obtaining and collecting judgments against lots and/or parcels of land and property for delinquent special taxes and interest thereon remaining due and unpaid;
- selling lots and/or parcels of land and property for delinquent special taxes and interest thereon remaining due and unpaid; and
- generally complying with tax sale, forfeiture sale and scavenger sale provisions of the Illinois Revenue Code.

(d) **Municipality**. The Municipality's duties shall include, without limitation, for each special service area within the Municipality: creation and maintenance of the Special Tax Roll, calculation of Special Tax, the annual Special Tax requirement, and the amount of abatement, if any; submission of the annual Special Tax information to, and in the format specified by, the County; and maintenance of a database of the parcels within the Special Service Area and their respective Special Tax. In addition, the Municipality and the County agree that at the request of the County, and at the Municipality's expense, the Municipality shall assist the County with all tasks related to the extension, billing and collection of the Special Taxes as desired by the County. Accordingly, the Municipality shall cause such counsel and consultant's to cooperate with the County to facilitate and promote the orderly extension, with or without abatement, billing and collection of the Special Taxes.

6. **Reimbursement of Certain County Costs**. The Municipality shall reimburse the County's costs incurred in connection with the County's undertaking hereunder as follows:

(a) **Initial Costs**. In recognition that the County's costs incurred to establish County billing and collection procedures for Special Taxes may exceed the County's costs incurred in subsequent years, the Municipality shall reimburse the County's direct, actual costs incurred in connection with establishing the systems, procedures and methods by which the County shall bill and collect the Special Taxes.

(b) **Ongoing Costs**. After the County has established the requisite systems, procedures and methods for billing and collection, the Municipality shall reimburse the County's actual incremental costs incurred in connection with billing and collecting the Special Taxes. The Municipality's reimbursement shall be made annually. The County shall have the right, from the date of execution of this Agreement to annually review the amount of ongoing costs incurred by the County to determine if the amount of reimbursement from the Municipality needs to be increased. If such reimbursement increase is deemed necessary by the County, the Municipality and County agree to cooperate in good faith to determine an adjusted reimbursement amount that shall fairly and accurately reimburse the County for the County's ongoing costs.

(c) **Services of Consultant**. At the request of the County, the Municipality shall provide counsel and consulting assistance to the County as described herein without cost or expense to the County.

7. **Other Provisions:**

(a) **Notice**. Unless otherwise specified, any notice, demand or request hereunder shall be given in writing at the address set forth below, by means of (w) personal service; (x) facsimile; (y) recognized overnight delivery service; or (z) certified mail, return receipt requested.

If to Municipality:

City of Litchfield
120 E. Ryder Street
Litchfield, Illinois 62056
Attention: City Administrator

with a separate copy to: City Attorney
City of Litchfield
120 E. Ryder Street
Litchfield, Illinois 62056

If to County: Montgomery County Clerk
#1 Courthouse Square
P.O. Box 595
Hillsboro, Illinois 62049

with a copy to: Montgomery County Treasurer
#1 Courthouse Square
P.O. Box 596
Hillsboro, Illinois 62049

with a copy to: Montgomery County State's Attorney
Montgomery County Courthouse
120 N. Main Street
Hillsboro, Illinois 62049

(b) **Captions and Headings.** The captions, paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content hereof.

(c) **Assignment.** The rights and obligations created hereby shall not be assignable or transferable except with the prior written consent of the parties hereto.

(d) **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the Municipality and County, and supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof. This Agreement shall not be amended except in a writing duly executed by the Municipality and County.

(e) **Mutual Cooperation; Further Assurances.** The Municipality and County agree to cooperate with each other to carry out the terms hereof, including mutual consideration and agreement upon the retention of advisors, consideration and agreement upon the amount of initial costs and ongoing costs under paragraph 5 hereof, and other matters necessary or appropriate in connection herewith. The Municipality and County each agree to take such actions, including the execution and delivery of each documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement

(f) **Indemnification.** The Municipality shall indemnify and hold harmless the County, its elected and appointed officials and employees, for attorneys' fees and related costs and expenses incurred by the County, arising from any action, lawsuit or proceedings undertaken

against the County, relative to this Agreement, and relative to the enforceability and validity of this Agreement.

(g) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

(h) **Severability.** If any provision of this Agreement, or, any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held void or invalid by a court of competent jurisdiction, such holding shall not affect the other provisions of this Agreement, which can be given effect without the invalid or void provision and to this effect the provisions of this Agreement are severable.

(i) **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflict of laws provisions.

(j) **Term.** This Agreement shall continue and remain in full force and effect until Municipality shall notify the County that it has received all Special Taxes levied with respect to the Special Service Area, and the County has distributed to the Municipality all Special Area Taxes levied and the Municipality has reimbursed the County for all actual incremental costs incurred in connection with billing and collecting these Special Taxes.

(k) **Authority to Execute.** The undersigned represent that they have the authority of their respective governing authorities to execute this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Municipality and County have caused this Agreement to be executed as of the date first written above.

THE COUNTY OF MONTGOMERY, CITY OF LITCHFIELD, ILLINOIS
ILLINOIS

By: Mike A. Hawes
County Board Chairman

By: John S. Quibb
Mayor

(SEAL)

(SEAL)

Attest: Sandy Leithersed
County Clerk


Attest: Maureen Schutte
City Clerk

JOINDER

The undersigned hereby acknowledge the terms and conditions of the above Intergovernmental Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Joinder to be executed as of the date first written above.

**MONTGOMERY COUNTY
TREASURER**



Ronald Jenkins

MONTGOMERY COUNTY CLERK



Sandy Leitheiser

ORDINANCE NO. 01-45

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LITCHFIELD, ILLINOIS, AND THE COUNTY OF MONTGOMERY, ILLINOIS, CONCERNING THE CITY'S SPECIAL SERVICE AREA NUMBER ONE (ROUTE 66 CROSSING AT LITCHFIELD), AND RELATED MATTERS

PREAMBLES

WHEREAS, the City of Litchfield, Illinois (the "Municipality") and The County of Montgomery, Illinois (the "County") (collectively, both constitute the "Parties"), have engaged in negotiations related to an Intergovernmental Agreement (the "Agreement") concerning Special Service Area Number One (Route 66 Crossing at Litchfield) (the "SSA") related to certain real estate within Montgomery County, Illinois.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF THE COUNTY OF MONTGOMERY, ILLINOIS, as follows:

Section 1. Approval. The Agreement, in substantially the form thereof presented before the meeting of the County Board at which this ordinance is adopted, with such changes therein as the County's officers executing such Agreement shall approve, shall be and is hereby ratified, confirmed and approved, and the County Board Chairman and County Clerk are authorized to execute and deliver the Agreement; and upon the execution thereof by the Parties, the appropriate officers, agents, attorneys and employees are authorized to take all supplemental actions, including the execution and delivery of related supplemental filings, opinions, certificates, agreements and instruments not inconsistent with the Agreement, desirable or necessary to implement and otherwise give full effect to the Agreement. Upon full execution thereof the Agreement (or copy thereof) shall be attached to this ordinance as an exhibit (provided that any failure to so attach it shall not abrogate, diminish, or impair the effect of the Agreement).

Section 2. Effective. This ordinance shall be in full force and effect in the manner provided by law.

Adopted by the Montgomery County Board, Montgomery County, Illinois on the 13th day of November, 2001.

By: [Signature] County Board Chairman

Attest: [Signature] County Clerk as ex officio Clerk to the County Board

Montgomery County Board

Holiday Schedule for Year 2002

January 1, 2002	New Year's Day	Tuesday
January 21, 2002	Martin Luther King Day	Monday
February 18, 2002	President's Day	Monday
March 29, 2002	Good Friday	Friday
May 27, 2002	Memorial Day	Monday
July 4, 2002	Independence Day	Thursday
September 2, 2002	Labor Day	Monday
October 14, 2002	Columbus Day (observed)	Monday
November 5, 2002	Election Day	Tuesday
November 11, 2002	Veteran's Day	Monday
November 28, 2002	Thanksgiving Day	Thursday
November 29, 2002	Day after Thanksgiving	Friday
December 25, 2002	Christmas Day	Wednesday

As approved by the MONTGOMERY COUNTY BOARD on Tuesday,

Nov. 13th 2001

F I L E D
NOV 13 2001

Mike A. Havera
Chairman, Mike Havera

Sandy Leitheiser
County Clerk, Sandy Leitheiser

11-13-2001
Date

11/13/2001
Date

Sandra Leitheiser
COUNTY CLERK

BOOK 3 PAGE 53

**NATIONAL DRUNK AND DRUGGED DRIVING
(3D) PREVENTION MONTH
DECEMBER 2001**

WHEREAS, each year impaired driving leads to one death every 33 minutes and one injury every two minutes; and whereas 1.5 million are arrested each year for impaired driving; and

WHEREAS, for thousands of families across the nation, the December holidays are a sad time to remember loved ones they lost to an impaired driver during a previous holiday season; and

WHEREAS, organizations across the nation are joined with the National Highway Traffic Safety Administration to launch *You Drink & Drive. You Lose.*, a national public awareness campaign and law enforcement initiative; and

WHEREAS, Montgomery County, Illinois is a partner in that effort to make our roads and streets safer;

NOW, THEREFORE, I MICHAEL HAVERA, MONTGOMERY COUNTY BOARD do hereby proclaim December 2001 as Drunk and Drugged Driving (3D) Prevention Month in Montgomery County, Illinois and do hereby call upon all citizens, government agencies, business leaders, hospitals and health care providers, schools, and public and private institutions in Montgomery County, Illinois to promote awareness of the impaired driving problem, to support programs and policies to reduce the incidence of impaired driving, to promote safer and healthier behaviors regarding the use of alcohol and other drugs, and to provide opportunities for all to participate in the *You Drink & Drive. You Lose.* campaign this December holiday season and throughout the year.

Michael H. Haver
Michael Haver, Montgomery County Board Chairman
Montgomery County, Illinois

December 11, 2001
Date

DECEMBER

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
AMENDING RESOLUTION # 47
(Amends Resolution #21-01 Dated 02/13/01 for \$42,000.00
(Amends By \$2,558.58)

AMENDING RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of SOUTH LITCHFIELD has petitioned the County Board Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of SOUTH LITCHFIELD of Montgomery County has agreed to pay an amount of \$22,279.29 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

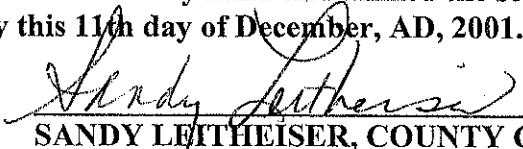
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
SOUTH LITCHFIELD	951 B-CA,	See Attached Map	\$44,558.58

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at the adjourned Meeting held at Hillsboro on this 11th day of December, AD, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 11th day of December, AD, 2001.

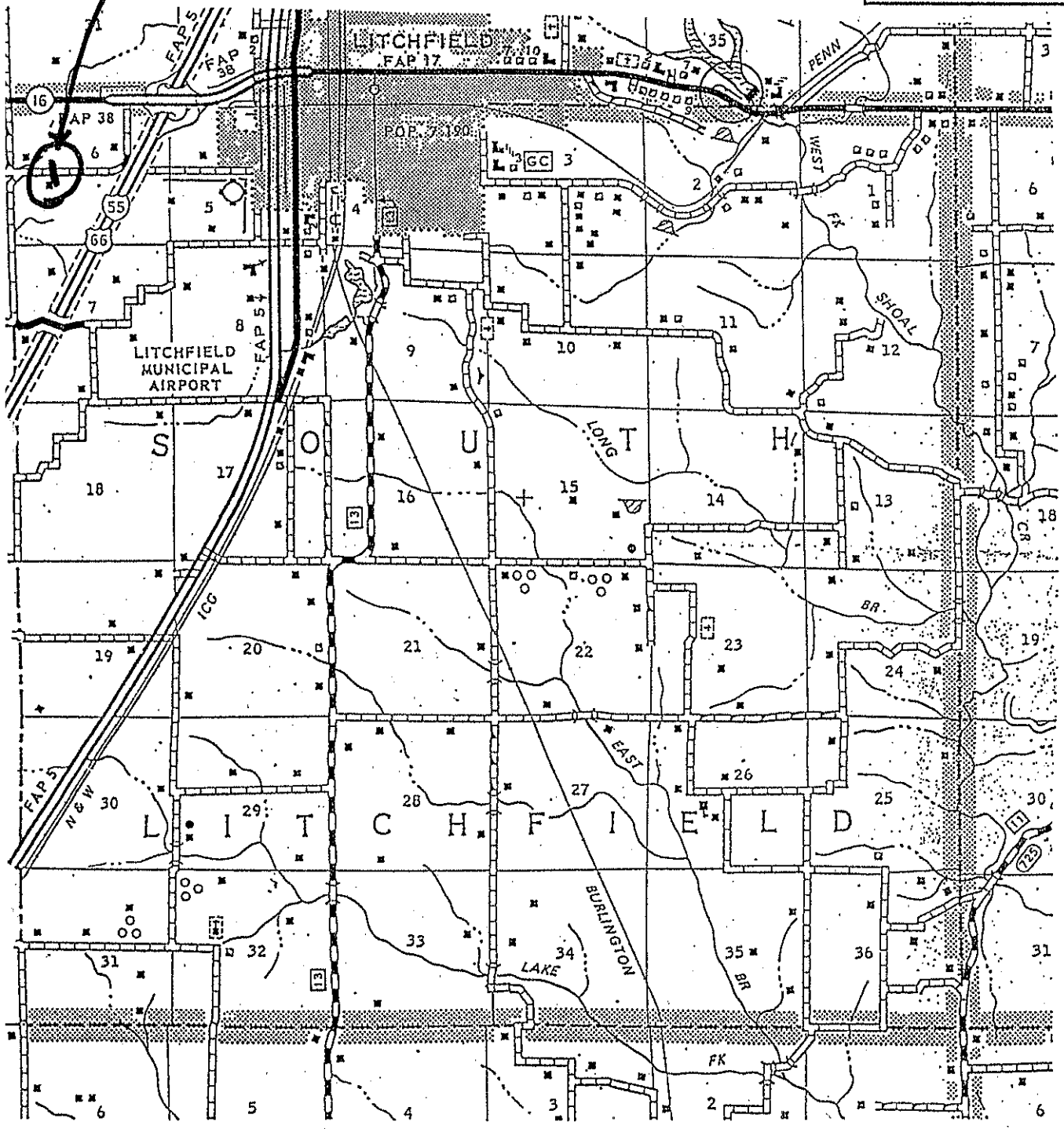

SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 50%
South Litchfield 50%

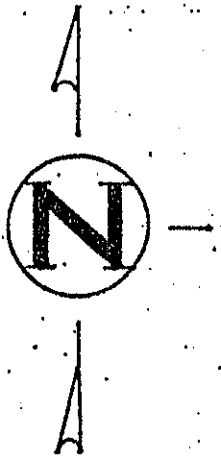
#62D ALVA. 1/14

SOUTH LITCHFIELD R. D.
-R. 5 W., T. 8 N.

R. 5 W.



T. 8 N.



MONTGOMERY COUNTY HIGHWAY DEPARTMENT
AMENDING RESOLUTION #48
 (Amends Resolution #48-00 Dated June 13th, 2000 for \$110,000.00)
 (Amends by \$60,824.00)

AMENDED RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of HILLSBORO has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of HILLSBORO of Montgomery County has agreed to pay a amount of \$34,164.80 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
HILLSBORO	922 B-CA Section 00-08112-00-BR	See Attached Map	\$170,824.01

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at the adjourned Meeting held at Hillsboro on this 11th day of December, AD, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 11th day of December, AD, 2001.


 SANDY LEITHEISER, COUNTY CLERK

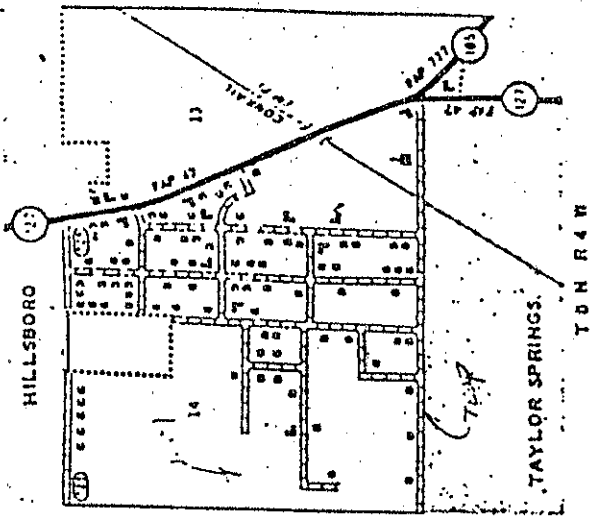
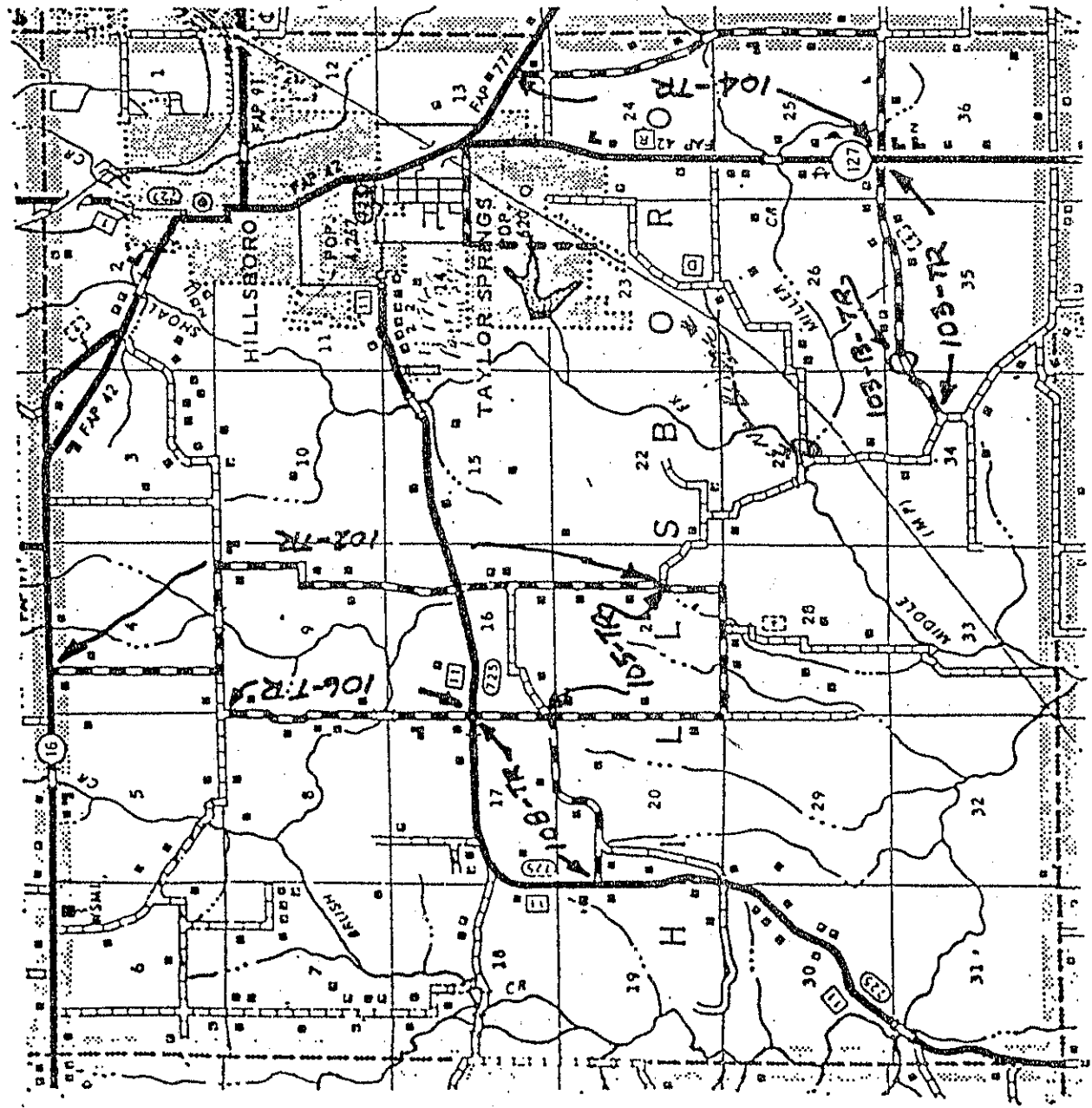
COST BREAKDOWN:

Montgomery County	80%
Hillsboro	20%

Section 00-08112-00-BR
Hillsboro Road District
Old Str.#068-NONE
New Str.#068-3346
County File #922 B-CA



HILLSBORO
Township
Montgomery County
R-4W, T-8N



**MONTGOMERY COUNTY HIGHWAY DEPARTMENT
 AMENDED RESOLUTION #49
 (Amends Resolution # 49-00 Dated 06/13/00 for \$110,000.00
 (Amends By \$60,409.82)**

**RESOLUTION
 FOR
 COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of IRVING has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Law of Illinois, as specified in the petition on file with the Montgomery County Highway Department, a

WHEREAS, The Road District of IRVING of Montgomery County has agreed to pay an amount of \$34,081.96 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
IRVING	923 B-CA Section 00-09114-00-BR	See Attached Map	\$170,409.82

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at the adjourned Meeting held at Hillsboro on this 11th day of December, AD, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 11th day of December, AD, 2001.

Sandy Leithaiser

 SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
 Montgomery County 80%
 Irving 20%

**RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of ZANESVILLE has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of ZANESVILLE of Montgomery County has agreed to pay an amount of \$16,175.36 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
ZANESVILLE	738 B-CA Section 94-19118-00-BR	See Attached Map	\$160,381.91

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

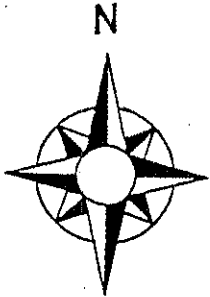
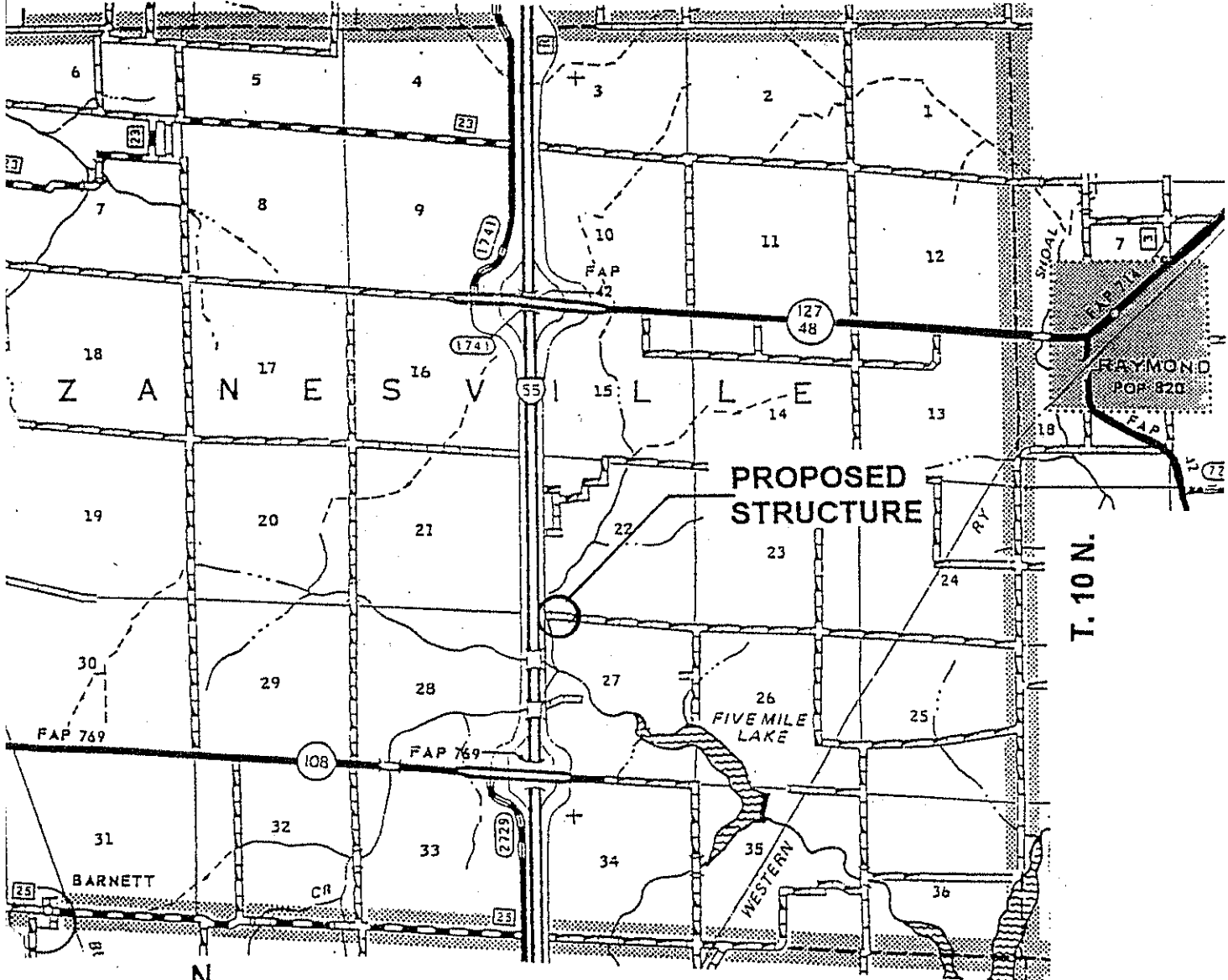
I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at the adjourned Meeting held at Hillsboro on this 11th day of December, AD, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 11th day of December, AD, 2001.

Sandy Leithaiser
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
State of Illinois 80%
Montgomery County 10%

R. 5 W. OF THE 3RD P.M.



EXISTING S.N. 068-3102
 PROPOSED S.N. 068-3339

MONTGOMERY COUNTY
 ZANESVILLE ROAD DISTRICT
 SECTION 94-19118-00-BR.
 T.R. 119 OVER BRANCH OF
 WEST FORK OF SHOAL CREEK
 COUNTY PROJECT 738 B-CA



County Maintenance Resolution

RESOLVED, by the County Board of MONTGOMERY County, that \$ 714,328.00 is appropriated from the Motor Fuel Tax allotment for the maintenance of the following sections or patrols located on county or State highways and meeting the requirements of the Illinois Highway Code.

Table with 4 columns: Section, Amount, Section, Amount. Row 1: 02-00000-00-GM, \$714,328.00

and be it further

RESOLVED, that the above designated sections or patrols be maintained under the provisions of said Illinois Highway Code during the year ending December 31, 2002, and be it further

RESOLVED, that the County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further

RESOLVED, that the County Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

APPROVED

19

Department of Transportation

District Engineer

STATE OF ILLINOIS

MONTGOMERY

County,

ss.

I, SANDY LEITHEISER, County Clerk, in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of MONTGOMERY County at its REGULAR meeting held at HILLSBORO on DECEMBER 11TH, 2001

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said county at my office in HILLSBORO in said County this 11TH day of DECEMBER, A.D. 2001

(SEAL)

Sandy Leitheiser County Clerk Ms. Sandy Leitheiser, Montgomery County Cler

ORDINANCE NO. 2943

[LITCHFIELD]

AN ORDINANCE SUPPLEMENTING AND AMENDING THE ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE COUNTY OF MONTGOMERY, ILLINOIS, THE CITIES OF HILLSBORO AND LITCHFIELD, THE VILLAGE OF SCHRAM CITY AND THE VILLAGE OF TAYLOR SPRINGS, ILLINOIS [MONTGOMERY COUNTY ENTERPRISE ZONE]

WHEREAS, the County Board on September 8, 1992 adopted "An Ordinance Establishing the Montgomery County Enterprise Zone within the Cities of Hillsboro and Litchfield, and the Villages of Schram City and Taylor Springs" (as supplemented and amended, the "County EZ Ordinance"), which, among other things, provides for certain enterprise zone ("EZ") incentives, including real estate tax abatements; and

WHEREAS, in connection with the County EZ Ordinance, The County of Montgomery (the "County"), the Cities of Hillsboro ("Hillsboro") and Litchfield ("Litchfield") and the Villages of Schram City ("Schram City") and Taylor Springs ("Taylor Springs") have each adopted the County EZ Ordinance and have entered into an Enterprise Zone Intergovernmental Agreement, dated August 5, 1992 (as supplemented and amended March 12, 1991, the "EZ Agreement"); and

WHEREAS, the County, Hillsboro, Litchfield, Schram City and Taylor Springs desire to reserve the right under applicable law to implement tax increment finance ("TIF") with respect to real estate which would overlap the Montgomery County Enterprise Zone.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LITCHFIELD, MONTGOMERY COUNTY, ILLINOIS, as follows:

Section 1. Abatement Amendment. The EZ incentives of real estate tax abatements shall not apply within the corporate limits of a county or municipal party to the EZ Agreement to any lot, block, tract or parcel of real estate located or hereafter located within a TIF redevelopment project area; provided that such real estate tax abatement shall apply, to the fullest extent lawful, and not otherwise, to any such lot, block, tract or parcel with respect to which such EZ real estate tax abatement incentive was in effect prior to the effective date of this ordinance.

Section 2. Certification to Zone Administrator. In connection with any lot, block, tract or parcel to which Section 1 applies from time to time, the City Clerk shall certify (i) to the County's Zone Administrator for the EZ and (ii) to the Montgomery County Clerk the legal description(s) (and PIN(s)) of the real estate within the EZ which is also within a TIF redevelopment project area. Such real estate so certified by the City Clerk to the Zone

Administrator and to the County Clerk shall not be subject to receipt of real estate property tax abatement as an EZ incentive under applicable law, including the County EZ Ordinance and under the EZ Agreement.

Section 3. County EZ Ordinance Amendment.

Section 4. Supplemental Actions. The City of Litchfield, through its Mayor, City Clerk, City Treasurer, and other appropriate representatives, is hereby authorized to take all further actions and to execute all such other and further documents, including an amendment to the EZ Agreement (in substantially the form presented at the meeting at which this ordinance is adopted), desirable or necessary to effect the execution, delivery and performance of this ordinance.

Section 5. Conflict and Repeal. All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby rendered inapplicable and ineffective to the extent of such conflict, and this ordinance shall be in full force and effect forthwith upon its adoption.

Section 6. Effective Date. This ordinance shall become effective upon adoption in accordance with applicable law.

Upon motion by Alderman Fred Jones, seconded by Alderman Thomas Jones, adopted this 6 day of Sept., 2001, by roll call vote, as follows:

Ayes (names): Thomas Jones, Gene Cailey, Robert Reid, Bob Bertolis, DAVID SCHWAB, FRED JONES WAYNE BISHOP AND HAROLD LANKUTIS

Nays (names): NONE

Absent (names): NONE

Approved: Sept. 6, 2001

(SEAL)

Attest:

Marilyn S Hartke
City Clerk

John L. Quirk
Mayor

STATE OF ILLINOIS)
COUNTY OF MONTGOMERY)
CITY OF LITCHFIELD)

CERTIFICATE OF ORDINANCE

I, MARILYN S. HARTKE do hereby certify that I am the duly selected, qualified and acting City Clerk of the City of Litchfield, Montgomery County, Illinois (the "Municipality"), and as such official I am the keeper of the records and files of the Municipality and of its City Council (the "Corporate Authorities").

I do further certify that the attached ordinance constitutes a full, true and correct excerpt from the proceedings of the Municipality's Corporate Authorities held on September 6, 2001, insofar as same relates to the adoption of Ordinance No. 2943, entitled:

AN ORDINANCE SUPPLEMENTING AND AMENDING THE ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE COUNTY OF MONTGOMERY, ILLINOIS, THE CITIES OF HILLSBORO AND LITCHFIELD THE VILLAGES OF SCHRAM CITY AND TAYLOR SPRINGS, ILLINOIS [MONTGOMERY COUNTY ENTERPRISE ZONE]

, a true, correct and complete copy of which ordinance as adopted at such meeting appears in the minutes of such meeting and is hereto attached. Such ordinance was adopted and approved on the date thereon set forth by not less than the vote of the Corporate Authorities and approved by the Mayor on the date indicated thereon.

I do further certify that the deliberations of the Corporate Authorities on the adoption of the above ordinance were taken openly, that the vote on the adoption of such ordinance was taken openly and was preceded by a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such laws and such Code and their procedural rules in the adoption of such ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City of Litchfield, Montgomery County, Illinois, this 10 day of September, 2001.

Marilyn S. Hartke
City Clerk

(SEAL)

ORDINANCE NO. 389

[SCHRAM CITY]

AN ORDINANCE SUPPLEMENTING AND AMENDING THE ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE COUNTY OF MONTGOMERY, ILLINOIS, THE CITIES OF HILLSBORO AND LITCHFIELD, THE VILLAGE OF SCHRAM CITY AND THE VILLAGE OF TAYLOR SPRINGS, ILLINOIS [MONTGOMERY COUNTY ENTERPRISE ZONE]

WHEREAS, the County Board on September 8, 1992 adopted "An Ordinance Establishing the Montgomery County Enterprise Zone within the Cities of Hillsboro and Litchfield, and the Villages of Schram City and Taylor Springs" (as supplemented and amended, the "County EZ Ordinance"), which, among other things, provides for certain enterprise zone ("EZ") incentives, including real estate tax abatements; and

WHEREAS, in connection with the County EZ Ordinance, The County of Montgomery (the "County"), the Cities of Hillsboro ("Hillsboro") and Litchfield ("Litchfield") and the Villages of Schram City ("Schram City") and Taylor Springs ("Taylor Springs") have each adopted the County EZ Ordinance and have entered into an Enterprise Zone Intergovernmental Agreement, dated August 5, 1992 (as supplemented and amended March 12, 1991, the "EZ Agreement"); and

WHEREAS, the County, Hillsboro, Litchfield, Schram City and Taylor Springs desire to reserve the right under applicable law to implement tax increment finance ("TIF") with respect to real estate which would overlap the Montgomery County Enterprise Zone.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHRAM CITY, MONTGOMERY COUNTY, ILLINOIS, as follows:

Section 1. Abatement Amendment. The EZ incentives of real estate tax abatements shall not apply within the corporate limits of a county or municipal party to the EZ Agreement to any lot, block, tract or parcel of real estate located or hereafter located within a TIF redevelopment project area; provided that such real estate tax abatement shall apply, to the fullest extent lawful, and not otherwise, to any such lot, block, tract or parcel with respect to which such EZ real estate tax abatement incentive was in effect prior to the effective date of this ordinance.

Section 2. Certification to Zone Administrator. In connection with any lot, block, tract or parcel to which Section 1 applies from time to time, the Village Clerk shall certify (i) to the County's Zone Administrator for the EZ and (ii) to the Montgomery County Clerk the

legal description(s) (and PIN(s)) of the real estate within the EZ which is also within a TIF redevelopment project area. Such real estate so certified by the Village Clerk to the Zone Administrator and to the County Clerk shall not be subject to receipt of real estate property tax abatement as an EZ incentive under applicable law, including the County EZ Ordinance and under the EZ Agreement.

Section 3. County EZ Ordinance Amendment.

Section 4. Supplemental Actions. The Village of Schram City, through its Village President, Village Clerk, Village Treasurer, and other appropriate representatives, is hereby authorized to take all further actions and to execute all such other and further documents, including an amendment to the EZ Agreement (in substantially the form presented at the meeting at which this ordinance is adopted), desirable or necessary to effect the execution, delivery and performance of this ordinance.

Section 5. Conflict and Repeal. All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby rendered inapplicable and ineffective to the extent of such conflict, and this ordinance shall be in full force and effect forthwith upon its adoption.

Section 6. Effective Date. This ordinance shall become effective upon adoption in accordance with applicable law.

Upon motion by Trustee Mike Blain, seconded by Trustee Art Conrad, adopted this 5 day of November, 2001, by roll call vote, as follows:

Ayes (names): Butch Shoves, Kelvin Stewart, Mike Blain, Sam Whitlow, Russell Rhoades
Nays (names): none
Absent (names): none

Approved: 5 NOV., 2001

(SEAL)

Attest:

Janet K. Stewart
Village Clerk

Michael L. Rhoades
Village President

STATE OF ILLINOIS)
COUNTY OF MONTGOMERY)
VILLAGE OF SCHRAM CITY)

CERTIFICATE OF ORDINANCE

I, Janet K. Stewart, do hereby certify that I am the duly selected, qualified and acting Village Clerk of the Village of Schram City, Montgomery County, Illinois (the "Municipality"), and as such official I am the keeper of the records and files of the Municipality and of its President and Board of Trustees (the "Corporate Authorities").

I do further certify that the attached ordinance constitutes a full, true and correct excerpt from the proceedings of the Municipality's Corporate Authorities held on 5 November, 2001, insofar as same relates to the adoption of Ordinance No. 389, entitled:

AN ORDINANCE SUPPLEMENTING AND AMENDING THE ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE COUNTY OF MONTGOMERY, ILLINOIS, THE CITIES OF HILLSBORO AND LITCHFIELD, THE VILLAGES OF SCHRAM CITY AND TAYLOR SPRINGS, ILLINOIS [MONTGOMERY COUNTY ENTERPRISE ZONE]

a true, correct and complete copy of which ordinance as adopted at such meeting appears in the minutes of such meeting and is hereto attached. Such ordinance was adopted and approved on the date thereon set forth by not less than the vote of the Corporate Authorities and approved by the Village President on the date indicated thereon.

I do further certify that the deliberations of the Corporate Authorities on the adoption of the above ordinance were taken openly, that the vote on the adoption of such ordinance was taken openly and was preceded by a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such laws and such Code and their procedural rules in the adoption of such ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village of Schram City, Montgomery County, Illinois, this 5 day of November, 2001.

Janet K. Stewart
Village Clerk

(SEAL)

ORDINANCE NO. 452

[TAYLOR SPRINGS]

AN ORDINANCE SUPPLEMENTING AND AMENDING THE
ENTERPRISE ZONE INTERGOVERNMENTAL
AGREEMENT BY AND AMONG THE COUNTY OF
MONTGOMERY, ILLINOIS, THE CITIES OF HILLSBORO
AND LITCHFIELD, THE VILLAGE OF SCHRAM CITY AND
THE VILLAGE OF TAYLOR SPRINGS, ILLINOIS
[MONTGOMERY COUNTY ENTERPRISE ZONE]

WHEREAS, the County Board on September 8, 1992 adopted "An Ordinance Establishing the Montgomery County Enterprise Zone within the Cities of Hillsboro and Litchfield, and the Villages of Schram City and Taylor Springs" (as supplemented and amended, the "County EZ Ordinance"), which, among other things, provides for certain enterprise zone ("EZ") incentives, including real estate tax abatements; and

WHEREAS, in connection with the County EZ Ordinance, The County of Montgomery (the "County"), the Cities of Hillsboro ("Hillsboro") and Litchfield ("Litchfield") and the Villages of Schram City ("Schram City") and Taylor Springs ("Taylor Springs") have each adopted the County EZ Ordinance and have entered into an Enterprise Zone Intergovernmental Agreement, dated August 5, 1992 (as supplemented and amended March 12, 1991, the "EZ Agreement"); and

WHEREAS, the County, Hillsboro, Litchfield, Schram City and Taylor Springs desire to reserve the right under applicable law to implement tax increment finance ("TIF") with respect to real estate which would overlap the Montgomery County Enterprise Zone.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TAYLOR SPRINGS, MONTGOMERY COUNTY, ILLINOIS, as follows:

Section 1. Abatement Amendment. The EZ incentives of real estate tax abatements shall not apply within the corporate limits of a county or municipal party to the EZ Agreement to any lot, block, tract or parcel of real estate located or hereafter located within a TIF redevelopment project area; provided that such real estate tax abatement shall apply, to the fullest extent lawful, and not otherwise, to any such lot, block, tract or parcel with respect to which such EZ real estate tax abatement incentive was in effect prior to the effective date of this ordinance.

Section 2. Certification to Zone Administrator. In connection with any lot, block, tract or parcel to which Section 1 applies from time to time, the Village Clerk shall certify (i) to the County's Zone Administrator for the EZ and (ii) to the Montgomery County Clerk the

legal description(s) (and PIN(s)) of the real estate within the EZ which is also within a TIF redevelopment project area. Such real estate so certified by the Village Clerk to the Zone Administrator and to the County Clerk shall not be subject to receipt of real estate property tax abatement as an EZ incentive under applicable law, including the County EZ Ordinance and under the EZ Agreement.

Section 3. County EZ Ordinance Amendment.

Section 4. Supplemental Actions. The Village of ^{TAYLOR SPRINGS} ~~Schram City~~, through its Village President, Village Clerk, Village Treasurer, and other appropriate representatives, is hereby authorized to take all further actions and to execute all such other and further documents, including an amendment to the EZ Agreement (in substantially the form presented at the meeting at which this ordinance is adopted), desirable or necessary to effect the execution, delivery and performance of this ordinance.

Section 5. Conflict and Repeal. All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby rendered inapplicable and ineffective to the extent of such conflict, and this ordinance shall be in full force and effect forthwith upon its adoption.

Section 6. Effective Date. This ordinance shall become effective upon adoption in accordance with applicable law.

Upon motion by Trustee KEVIN PRICKETT, seconded by Trustee JIM WASHBURN, adopted this 4th day of DEC., 2001, by roll call vote, as follows:

Ayes (names): PRICKETT, ONDREY, WASHBURN, SAATOFF,
MATTHEWS, MARONEY

Nays (names): —

Absent (names): —

Approved: 12/4, 2001

(SEAL)

Attest:

Cindy Laurent
Village Clerk

Carl Haller
Village President

STATE OF ILLINOIS)
COUNTY OF MONTGOMERY)
VILLAGE OF TAYLOR SPRINGS)

CERTIFICATE OF ORDINANCE

I, CINDY LAURENT, do hereby certify that I am the duly selected, qualified and acting Village Clerk of the Village of Taylor Springs, Montgomery County, Illinois (the "Municipality"), and as such official I am the keeper of the records and files of the Municipality and of its President and Board of Trustees (the "Corporate Authorities").

I do further certify that the attached ordinance constitutes a full, true and correct excerpt from the proceedings of the Municipality's Corporate Authorities held on DEC. 4, 2001, insofar as same relates to the adoption of Ordinance No. 452, entitled:

AN ORDINANCE SUPPLEMENTING AND AMENDING THE ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE COUNTY OF MONTGOMERY, ILLINOIS, THE CITIES OF HILLSBORO AND LITCHFIELD, THE VILLAGES OF SCHRAM CITY AND TAYLOR SPRINGS, ILLINOIS [MONTGOMERY COUNTY ENTERPRISE ZONE]

, a true, correct and complete copy of which ordinance as adopted at such meeting appears in the minutes of such meeting and is hereto attached. Such ordinance was adopted and approved on the date thereon set forth by not less than the vote of the Corporate Authorities and approved by the Village President on the date indicated thereon.

I do further certify that the deliberations of the Corporate Authorities on the adoption of the above ordinance were taken openly, that the vote on the adoption of such ordinance was taken openly and was preceded by a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such laws and such Code and their procedural rules in the adoption of such ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village of Taylor Springs, Montgomery County, Illinois, this 4th day of DEC., 2001.

Cindy Laurent
Village Clerk

(SEAL)

ORDINANCE NO. 1337

[HILLSBORO]

AN ORDINANCE SUPPLEMENTING AND AMENDING THE
ENTERPRISE ZONE INTERGOVERNMENTAL
AGREEMENT BY AND AMONG THE COUNTY OF
MONTGOMERY, ILLINOIS, THE CITIES OF HILLSBORO
AND LITCHFIELD, THE VILLAGE OF SCHRAM CITY AND
THE VILLAGE OF TAYLOR SPRINGS, ILLINOIS
[MONTGOMERY COUNTY ENTERPRISE ZONE]

WHEREAS, the County Board on September 8, 1992 adopted "An Ordinance Establishing the Montgomery County Enterprise Zone within the Cities of Hillsboro and Litchfield, and the Villages of Schram City and Taylor Springs" (as supplemented and amended, the "County EZ Ordinance"), which, among other things, provides for certain enterprise zone ("EZ") incentives, including real estate tax abatements; and

WHEREAS, in connection with the County EZ Ordinance, The County of Montgomery (the "County"), the Cities of Hillsboro ("Hillsboro") and Litchfield ("Litchfield") and the Villages of Schram City ("Schram City") and Taylor Springs ("Taylor Springs") have each adopted the County EZ Ordinances and have entered into an Enterprise Zone Intergovernmental Agreement, dated August 5, 1992 (as supplemented and amended March 12, 1991, the "EZ Agreement"; and

WHEREAS, the County, Hillsboro, Litchfield, Schram City and Taylor Springs desire to reserve the right under applicable law to implement tax increment finance ("TIF") with respect to real estate which would overlap the Montgomery County Enterprise Zone.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS, as follows:

Section 1. Abatement Amendment. The EZ incentives of real estate tax abatements shall not apply within the corporate limits of a county or municipal party to the EZ Agreement to any lot, block, tract or parcel of real estate located or hereafter located within a TIF redevelopment project area; provided that such real estate tax abatement shall apply, to the fullest extent lawful, and not otherwise, to any such lot, block, tract or parcel with respect to which such EZ real estate tax abatement incentive was in effect prior to the effective date of this ordinance.

Section 2. Certification to Zone Administrator. In connection with any lot, block, tract or parcel to which Section 1 applies from time to time, the City Clerk shall certify (i) to the County's Zone Administrator for the EZ and (ii) to the Montgomery County Clerk the legal description(s) (and PIN(s)) of the real estate within the EZ which is also within a TIF redevelopment project area. Such real estate so certified by the City Clerk to the Zone

Administrator and to the County Clerk shall not be subject to receipt of real estate property tax abatement as an EZ incentive under applicable law, including the County EZ Ordinance and under the EZ Agreement.

Section 3. County EZ Ordinance Amendment.

Section 4. Supplemental Actions. The City of Hillsboro, through its Mayor, City Clerk, City Treasurer, and other appropriate representatives, is hereby authorized to take all further actions and to execute all such other and further documents, including an amendment to the EZ Agreement (in substantially the form presented at the meeting at which this ordinance is adopted), desirable or necessary to effect the execution, delivery and performance of this ordinance.

Section 5. Conflict and Repeal. All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby rendered inapplicable and ineffective to the extent of such conflict, and this ordinance shall be in full force and effect forthwith upon its adoption.

Section 6. Effective Date. This ordinance shall become effective upon adoption in accordance with applicable law.

Upon motion by Commissioner Baran, seconded by Commissioner Richmond, adopted this 11th day of December, 2001, by roll call vote, as follows:

Ayes (names): Commissioners; Baran, Richmond, Trost and McCammack and Mayor Whitten

Nays (names): _____

Absent (names): _____

Approved: December 11, 2001

(SEAL)

Attest:

Donald A. Booher
City Clerk

Harold D. Whitten
Mayor

STATE OF ILLINOIS)
COUNTY OF MONTGOMERY)
CITY OF HILLSBORO)

CERTIFICATE OF ORDINANCE

I, David Booher, do hereby certify that I am the duly selected, qualified and acting City Clerk of the City of Hillsboro, Montgomery County, Illinois (the "Municipality"), and as such official I am the keeper of the records and files of the Municipality and of its City Council (the "Corporate Authorities").

I do further certify that the attached ordinance constitutes a full, true and correct excerpt from the proceedings of the Municipality's Corporate Authorities held on December 11th, 2001, insofar as same relates to the adoption of Ordinance No. 1337, entitled:

AN ORDINANCE SUPPLEMENTING AND AMENDING THE ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE COUNTY OF MONTGOMERY, ILLINOIS, THE CITIES OF HILLSBORO AND LITCHFIELD, THE VILLAGES OF SCHRAM CITY AND TAYLOR SPRINGS, ILLINOIS [MONTGOMERY COUNTY ENTERPRISE ZONE]

, a true, correct and complete copy of which ordinance as adopted at such meeting appears in the minutes of such meeting and is hereto attached. Such ordinance was adopted and approved on the date thereon set forth by not less than the vote of the Corporate Authorities and approved by the Mayor on the date indicated thereon.

I do further certify that the deliberations of the Corporate Authorities on the adoption of the above ordinance were taken openly, that the vote on the adoption of such ordinance was taken openly and was preceded by a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such laws and such Code and their procedural rules in the adoption of such ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City of Hillsboro, Montgomery County, Illinois, this 11th day of December, 2001.


City Clerk

(SEAL)

ORDINANCE NO. 01-48

[MONTGOMERY COUNTY]

AN ORDINANCE SUPPLEMENTING AND AMENDING THE ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE COUNTY OF MONTGOMERY, ILLINOIS, THE CITIES OF HILLSBORO, LITCHFIELD, THE VILLAGE OF SCHRAM CITY AND THE VILLAGE OF TAYLOR SPRINGS, ILLINOIS [MONTGOMERY COUNTY ENTERPRISE ZONE]

WHEREAS, the County Board on September 8, 1992 adopted "An Ordinance Establishing the Montgomery County Enterprise Zone within the Cities of Hillsboro and Litchfield, and the Villages of Schram City and Taylor Springs" (as supplemented and amended, the "County EZ Ordinance"), which, among other things, provides for certain enterprise zone ("EZ") incentives, including real estate tax abatements; and

WHEREAS, in connection with the County EZ Ordinance, The County of Montgomery (the "County"), the Cities of Hillsboro ("Hillsboro") and Litchfield ("Litchfield") and the Villages of Schram City ("Schram City") and Taylor Springs ("Taylor Springs") have each adopted the County EZ Ordinance and have entered into an Enterprise Zone Intergovernmental Agreement, dated August 5, 1992 (as supplemented and amended March 12, 1991, the "EZ Agreement"); and

WHEREAS, the County, Hillsboro, Litchfield, Schram City, and Taylor Springs desire to reserve the right under applicable law to implement tax increment finance ("TIF") with respect to real estate which would overlap the Montgomery County Enterprise Zone.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF THE COUNTY OF MONTGOMERY, ILLINOIS, as follows:

Section 1. Abatement Amendment. The EZ incentives of real estate tax abatements shall not apply within the corporate limits of a county or municipal party to the EZ Agreement to any lot, block, tract or parcel of real estate located or hereafter located within a TIF redevelopment project area; provided that such real estate tax abatement shall apply, to the fullest extent lawful, and not otherwise, to any such lot, block, tract or parcel with respect to which such EZ real estate tax abatement incentive was in effect prior to the effective date of this ordinance.

Section 2. Certification to Zone Administrator. In connection with any lot, block, tract or parcel to which Section 1 applies from time to time, the County Clerk shall certify (i) to the County's Zone Administrator for the EZ and (ii) file with the Montgomery County Clerk's TIF and EZ records the legal description(s) (and PIN(s)) of the real estate within the EZ

which is also within a TIF redevelopment project area. Such real estate so certified by the County Clerk to the Zone Administrator and filed with the County Clerk shall not be subject to receipt of real estate property tax abatement as an EZ incentive under applicable law, including the County EZ Ordinance and under the EZ Agreement.

Section 3. County EZ Ordinance Amendment.

Section 4. Supplemental Actions. The County of Montgomery, through its County Board Chairman, County Clerk, County Treasurer, and other appropriate representatives, is hereby authorized to take all further actions and to execute all such other and further documents, including an amendment to the EZ Agreement (in substantially the form presented at the meeting at which this ordinance is adopted), desirable or necessary to effect the execution, delivery and performance of this ordinance.

Section 5. Conflict and Repeal. All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby rendered inapplicable and ineffective to the extent of such conflict, and this ordinance shall be in full force and effect forthwith upon its adoption.

Section 6. Effective Date. This ordinance shall become effective upon adoption in accordance with applicable law.

Upon motion by Board Member Helgen, seconded by Board Member Retty, adopted this 11th day of December 2001, by roll call vote, as follows:

Ayes (names): _____
All in favor
Nays (names): _____
Absent (names): _____

Approved: 12/11/01, 2001

(SEAL)

Attest:

Sandy Leithiser
County Clerk

Mike A. Green
County Board Chairman

STATE OF ILLINOIS)
)
COUNTY OF MONTGOMERY)

CERTIFICATE OF ORDINANCE

I, Sandy Leithiser, do hereby certify that I am the duly selected, qualified and acting County Clerk of The County of Montgomery, Illinois (the "Municipality"), and as such official I am the keeper of the records and files of the Municipality and of its County Board (the "Corporate Authorities").

I do further certify that the attached ordinance constitutes a full, true and correct excerpt from the proceedings of the Municipality's Corporate Authorities held on Dec 11th, 2001, insofar as same relates to the adoption of Ordinance No. #01-48, entitled:

AN ORDINANCE SUPPLEMENTING AND AMENDING THE ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE COUNTY OF MONTGOMERY, ILLINOIS, THE CITIES OF HILLSBORO AND LITCHFIELD, THE VILLAGES OF SCHRAM CITY AND TAYLOR SPRINGS, ILLINOIS [MONTGOMERY COUNTY ENTERPRISE ZONE]

, a true, correct and complete copy of which ordinance as adopted at such meeting appears in the minutes of such meeting and is hereto attached. Such ordinance was adopted and approved on the date thereon set forth by not less than the vote of the Corporate Authorities and approved by the County Board Chairman on the date indicated thereon.

I do further certify that the deliberations of the Corporate Authorities on the adoption of the above ordinance were taken openly, that the vote on the adoption of such ordinance was taken openly and was preceded by a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such laws and such Code and their procedural rules in the adoption of such ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of The County of Montgomery, Illinois, this 11th day of December, 2001.

Sandy Leithiser
County Clerk

(SEAL)

**AMENDMENT TO
ENTERPRISE ZONE
INTERGOVERNMENTAL AGREEMENT
[MONTGOMERY COUNTY, ILLINOIS]**

This Amendment to the County EZ Ordinance and to the Enterprise Zone Intergovernmental Agreement, dated as of August 1, 2001, is made by and among The County of Montgomery, Illinois, the City of Hillsboro, Illinois, the City of Litchfield, Illinois, the Village of Schram City, Illinois, and the Village of Taylor Springs, Illinois:

Section 1. Amendments.

SECTION III, subsection (a), of the County EZ Ordinance shall be and is hereby amended by adding a new paragraph (3) entitled "(3) Tax Increment Finance" and SECTION VI of the Enterprise Zone Agreement shall be and is hereby amended by adding a new substitution (f), as follows:

(i) The enterprise zone incentives of real estate tax abatements shall not apply within the corporate limits of a county or municipal party to this Agreement to any lot, block, tract or parcel of real estate located or hereafter located within a tax increment finance redevelopment project area; provided that such real estate tax abatement shall apply, to the fullest extent lawful, and not otherwise, to any such lot, block, tract or parcel with respect to which such enterprise zone real estate tax abatement incentive was in effect prior to the effective date of this ordinance.

(ii) In connection with any lot, block, tract or parcel to which paragraph (i) above applies from time to time, the appropriate party to this Agreement shall certify (i) to the County's Zone Administrator for the enterprise zone and (ii) to the Montgomery County Clerk the legal description(s) (and PIN(s)) of the real estate within the enterprise zone which is also within a tax increment finance redevelopment project area. Such real estate so certified to the Zone Administrator and to the County Clerk shall not be subject to receipt of real estate property tax abatement as an enterprise zone incentive under applicable law, including under this Agreement.

Section 2. Effective. This Amendment to Enterprise Zone Intergovernmental Agreement, dated as of August 1, 2001, shall become effective upon the last to sign of the parties and shall be recorded in the real estate records of Montgomery County, Illinois.

[The remainder of this page is intentionally left blank.]

**AMENDMENT TO
ENTERPRISE ZONE
INTERGOVERNMENTAL AGREEMENT
[MONTGOMERY COUNTY, ILLINOIS]**

This Amendment to the County EZ Ordinance and to the Enterprise Zone Intergovernmental Agreement, dated as of August 1, 2001, is made by and among The County of Montgomery, Illinois, the City of Hillsboro, Illinois, the City of Litchfield, Illinois, the Village of Schram City, Illinois, and the Village of Taylor Springs, Illinois:

Section 1. Amendments.

SECTION III, subsection (a), of the County EZ Ordinance shall be and is hereby amended by adding a new paragraph (3) entitled "(3) Tax Increment Finance" and SECTION VI of the Enterprise Zone Agreement shall be and is hereby amended by adding a new substitution (f), as follows:

(i) The enterprise zone incentives of real estate tax abatements shall not apply within the corporate limits of a county or municipal party to this Agreement to any lot, block, tract or parcel of real estate located or hereafter located within a tax increment finance redevelopment project area; provided that such real estate tax abatement shall apply, to the fullest extent lawful, and not otherwise, to any such lot, block, tract or parcel with respect to which such enterprise zone real estate tax abatement incentive was in effect prior to the effective date of this ordinance.

(ii) In connection with any lot, block, tract or parcel to which paragraph (i) above applies from time to time, the appropriate party to this Agreement shall certify (i) to the County's Zone Administrator for the enterprise zone and (ii) to the Montgomery County Clerk the legal description(s) (and PIN(s)) of the real estate within the enterprise zone which is also within a tax increment finance redevelopment project area. Such real estate so certified to the Zone Administrator and to the County Clerk shall not be subject to receipt of real estate property tax abatement as an enterprise zone incentive under applicable law, including under this Agreement.

Section 2. Effective. This Amendment to Enterprise Zone Intergovernmental Agreement, dated as of August 1, 2001, shall become effective upon the last to sign of the parties and shall be recorded in the real estate records of Montgomery County, Illinois.

[The remainder of this page is intentionally left blank.]

THE COUNTY OF MONTGOMERY, ILLINOIS · CITY OF HILLSBORO, ILLINOIS

By: Mike A. Howers
County Board Chairman

By: _____
Mayor

(SEAL)
Attest:

Attest: _____ (SEAL)

Sandy Litzheiser
County Clerk

City Clerk

Date: 12/11/01

Date: _____

CITY OF LITCHFIELD, ILLINOIS

VILLAGE OF SCHRAM CITY, ILLINOIS

By: _____
Mayor

By: _____
Village President

(SEAL)
Attest:

Attest: _____ (SEAL)

City Clerk

Village Clerk

Date: _____

Date: _____

VILLAGE OF TAYLOR SPRINGS, ILLINOIS

By: _____
Mayor

(SEAL)
Attest:

City Clerk

Date: _____

THE COUNTY OF MONTGOMERY, ILLINOIS CITY OF HILLSBORO, ILLINOIS

By: _____
County Board Chairman

By: L. Sarned D. Holden
Mayor

(SEAL)
Attest:

(SEAL)
Attest:

County Clerk

Donald A. Bookin
City Clerk

Date: _____

Date: 12-11-01

CITY OF LITCHFIELD, ILLINOIS

VILLAGE OF SCHRAM CITY, ILLINOIS

By: _____
Mayor

By: _____
Village President

(SEAL)
Attest:

(SEAL)
Attest:

City Clerk

Village Clerk

Date: _____

Date: _____

VILLAGE OF TAYLOR SPRINGS, ILLINOIS

By: _____
Mayor

(SEAL)
Attest:

City Clerk

Date: _____

THE COUNTY OF MONTGOMERY, ILLINOIS CITY OF HILLSBORO, ILLINOIS

By: _____
County Board Chairman

By: _____
Mayor

(SEAL)
Attest:

Attest: _____ (SEAL)

County Clerk

City Clerk

Date: _____

Date: _____

CITY OF LITCHFIELD, ILLINOIS

VILLAGE OF SCHRAM CITY, ILLINOIS

By: *John S. Quibb*
Mayor

By: _____
Village President

(SEAL)
Attest:

Attest: _____ (SEAL)

Marilyn S Hartke
City Clerk

Village Clerk

Date: 9-11-2001

Date: _____

VILLAGE OF TAYLOR SPRINGS, ILLINOIS

By: _____
Mayor

(SEAL)
Attest:

City Clerk

Date: _____

THE COUNTY OF MONTGOMERY, ILLINOIS CITY OF HILLSBORO, ILLINOIS

By: _____
County Board Chairman

By: _____
Mayor

(SEAL)
Attest:

Attest: _____ (SEAL)

County Clerk

City Clerk

Date: _____

Date: _____

CITY OF LITCHFIELD, ILLINOIS

VILLAGE OF SCHRAM CITY, ILLINOIS

By: _____
Mayor

By: Michael L. Rhoades
Village President

(SEAL)
Attest:

Attest: _____ (SEAL)

City Clerk

Janet K. Stewart
Village Clerk

Date: _____

Date: 5 November 2001

VILLAGE OF TAYLOR SPRINGS, ILLINOIS

By: _____
Mayor

(SEAL)
Attest:

City Clerk

Date: _____

THE COUNTY OF MONTGOMERY, ILLINOIS CITY OF HILLSBORO, ILLINOIS

By: _____
County Board Chairman

By: _____
Mayor

(SEAL)
Attest:

Attest: _____ (SEAL)

County Clerk

City Clerk

Date: _____

Date: _____

CITY OF LITCHFIELD, ILLINOIS

VILLAGE OF SCHRAM CITY, ILLINOIS

By: _____
Mayor

By: _____
Village President

(SEAL)
Attest:

Attest: _____ (SEAL)

City Clerk

Village Clerk

Date: _____

Date: _____

VILLAGE OF TAYLOR SPRINGS, ILLINOIS

By: Carl Hallen
Mayor

(SEAL)
Attest:

Cindy Laurent
City Clerk

Date: December 4, 2001

**RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of WALSHVILLE has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of WALSHVILLE of Montgomery County has agreed to pay an amount of \$483.13 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
WALSHVILLE	961 B-CA,	See Attached Map	\$966.27

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

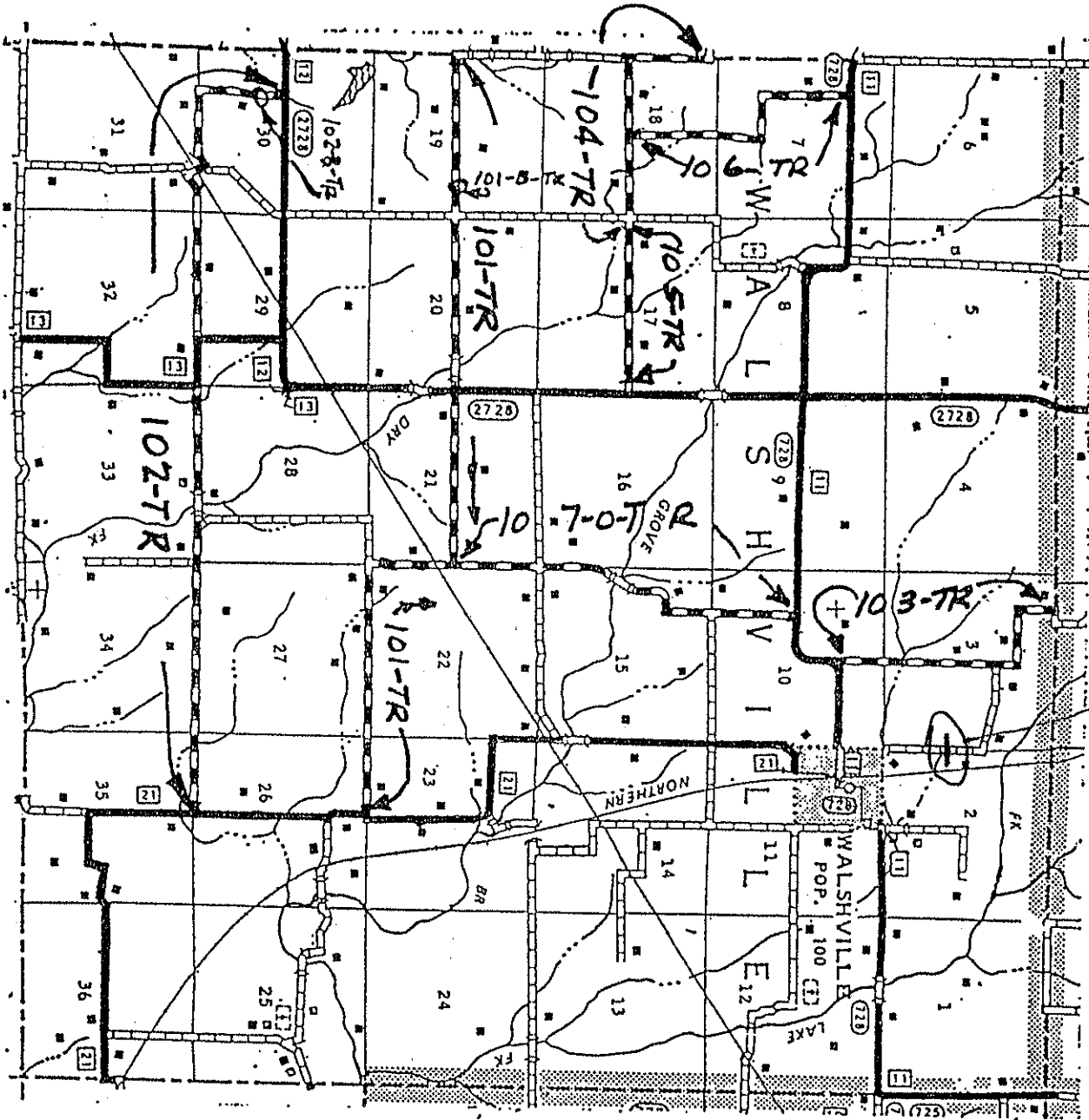
I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 8th day of January, AD, 2002.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 8th day of January, AD, 2002.

Sandy Leithaiser
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 50%
Walshville 50%

JANUARY 2002



WALSHVILLE
 Township
 Montgomery County
 R-5H, T-7N



County of Montgomery

Name

Route FAU 8243 (State Street)

Section 00-00027-00-RS

County Montgomery

Sta. 6+63.52 to

Sta. 7+29.55

Job No. R-96-004-02

Parcel No. 6042104

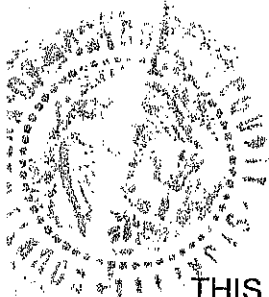
BOOK

3 PAGE 87

RECORDER'S USE

Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
01-16-2002 10:34 am.
EASEMENT 15.00
DR Book 737 Page 28 - 30

Instrument 200200000393 OR Book 737 Page 28



TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE WITNESSETH, That the Grantor County of Montgomery of the County of Montgomery and State of Illinois for and in consideration of the sum of -0- Dollars

(\$ -0-) in hand paid, the receipt of which is hereby acknowledged, hereby represents that he owns the fee simple title to and do by these presents grant the right, easement and privilege to enter upon the following described land unto the City of Litchfield, for the purpose of modifications to a drainage ditch.

Part of the Southwest Quarter of Section 28, Township 9 North, Range 5 West of the Third Principal Meridian, Montgomery County, State of Illinois, described as follows:

Commencing at a found mag nail at the southwest corner of Section 28; thence South 89 degrees 16 minutes 17 seconds East (bearings are assumed to the south line of Section 28) along the south line of Section 28 a distance of 19.62 feet to a point being 0.74 feet south of the proposed centerline of Sallee Street at station 6+64.09; thence North 00 degrees 50 minutes 58 seconds West a distance of 19.62 feet to a point on the north right of way line of Sallee Street, said point 18.32 feet north of the proposed centerline of Sallee Street at station 6+63.52, also being the Point of Beginning; thence continuing North 00 degrees 50 minutes 58 seconds West a distance of 100.03 feet to a point being 118.31 feet north of the said centerline at station 6+60.55; thence South 89 degrees 12 minutes 27 seconds East a distance of 66.03 feet to a point on the abandoned east right of way line of the Illinois Central Railroad being 118.38 feet north of the said centerline at station 7+26.58; thence South 0 degrees 50 minutes 58 seconds East a distance of 100.03 feet along said east right of way line to a point on the existing north right of way line of Sallee Street being 18.39 feet north of the said centerline at station 7+29.55; thence North 89 degrees 12 minutes 27 seconds West a distance of 66.03 feet along the said right of way line to the point of beginning, containing 0.152 acres more or less.

Temporary Construction Easement to be used to construct modifications to a drainage ditch.

The right, easement and privilege granted herein shall terminate on the 8th day of January, A.D., 2005, or on the completion of the proposed project, whichever is the sooner.

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

PRESENTED and ADOPTED this 9th day of January, 2002

Mike A. Haver
Chairman - Montgomery County Board
Title

ATTEST: Sandy Johnson
Jan 8, 2002
Date

STATE OF Illinois)
COUNTY OF Montgomery)SS

I, Vicky Murphy, a Notary Public, in and for said Montgomery County and Illinois State aforesaid, do hereby certify that

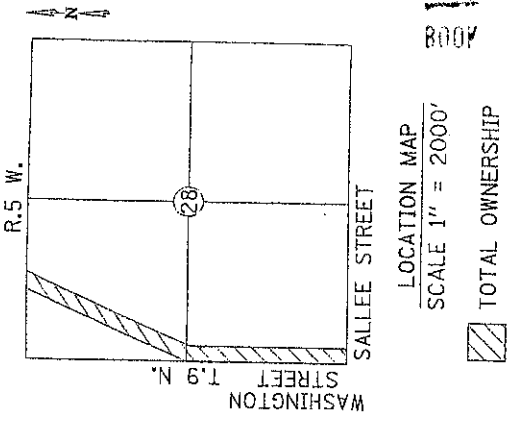
Mike A. Haver
who _____ personally known to me to be the same person whose name is _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Signed before me on January 8, 2002

Vicky Murphy
NOTARY PUBLIC



STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

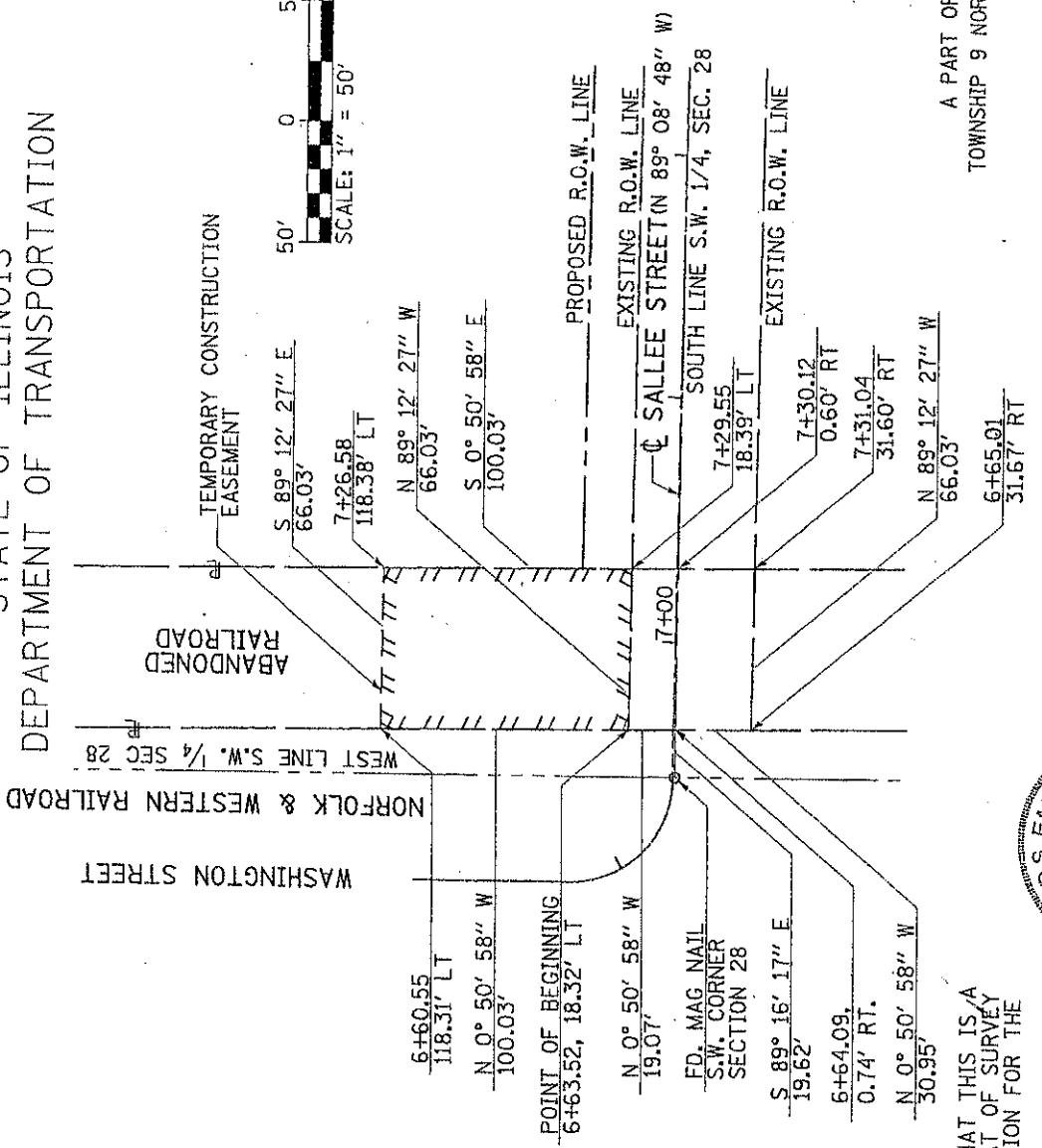


3 PAGE 89

Instrument 200200000393 OR Book 737 Page 30

PARCEL NO. 6042104
COUNTY OF MONTGOMERY

TEMPORARY CONSTRUCTION EASEMENT = 0.152 ACRES ±
EXISTING R.O.W. AREA = 0.000 ACRES ±



A PART OF THE SOUTHWEST QUARTER OF SECTION 28
TOWNSHIP 9 NORTH, RANGE 5 WEST, THIRD PRINCIPAL MERIDIAN
MONTGOMERY COUNTY

RIGHT OF WAY PLAT

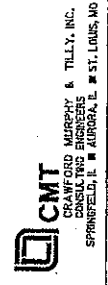
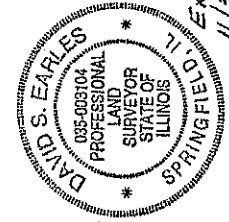
F.A.P ROUTE 8231 (SALLEE ST.) SECTION 00-00027-00-RS
SCALE: 1" = 50' NOVEMBER, 2001 JOB NO. R-96-004-02

PARCEL NO. 6042104

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF SURVEY MADE UNDER MY DIRECTION FOR THE STATE OF ILLINOIS

David S. Earles
ILLINOIS PROFESSIONAL LAND SURVEYOR
NO. 2104

JANUARY 3, 2002 DATE



Chairman
Montgomery County Board

Representing District 2
Mike Havera
P.O. Box 595
Hillsboro, IL 62049

Montgomery County
Section 00-00027-00-RS
Job No. R-96-004-02

I understand that Montgomery County, in order to widen Sallee Street in Litchfield and to modify a drainage ditch, a temporary construction easement is required. I also understand that the County Board of Montgomery County has a right to have my property appraised by the City of Litchfield or the State of Illinois, and the County can receive a fair market value for any additional easement required.

However, after reviewing the proposed plans for the above project, we determine that it would be in the best interest of all parties if Montgomery County donates the temporary construction easement as shown on the right of way plat and described on the temporary construction easement document attached herewith.

Mike A. Havera
Chairman, Montgomery County Board/ Date

Sandy Lathrop 1/8/02
Attest by: County Clerk, Montgomery County/Date

RESOLUTION NO. 02-01

WHEREAS, pursuant to Section 21-90 of the Illinois Property Tax Code (35 ILCS 200/21-90), the County Board of Montgomery County, Illinois, has undertaken a Delinquent Tax Program for the purposes of:

- (1) bringing about the recovery of delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and,
- (2) in the case of property to which the County of Montgomery, as Trustee, ultimately takes a Tax Deed pursuant to the Revenue Act, it will aid in the expeditious transfer of ownership and the return of that property to a tax paying status.

WHEREAS, pursuant to this program the County of Montgomery has acquired an interest in the following described real estate:

Lot 285 in Block 18 in the First Addition to the Village of Panama, situated in the Village of Panama, Montgomery County, Illinois.

Parcel Index # 06-000-836-00

as described in Certificate No. 54 sold February 10, 1997.

WHEREAS, a public auction was held March 28, 2001, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest of the above described real estate. Proceeds from sale shall be paid to the Treasurer of Montgomery County, Illinois, and to be distributed according to law.

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 8th day of January, 2002.

Mike A. Hines
CHAIRMAN

ATTEST:
Sandy Litheriser
Clerk of the Board

Permanent Index No.: 11-201-772-04

**ATTACHMENT
LEGAL DESCRIPTION**

A tract of land situated in Montgomery County, Illinois described as beginning at the Southeast corner of Lot Six (6) in Block One (1) of Burr's First Addition to Litchfield thence running North along the East line of said Lot Six (6) and Lot Seven (7) to a point 92 feet South of the Northeast corner of said Lot Seven (7), thence running East Fifty-five (55) feet, more or less, to a point in the West line of the Northeast Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 9 North, Range 5, said Northeast Quarter of the Southwest Quarter of the Northeast Quarter being a Nine (9) acre tract conveyed to J. Swafford by deed recorded in Book 34, page 465, thence running South to a point in the West line of the Northeast Quarter of the Southwest Quarter of the Northeast Quarter 33-9-5 directly East of the Southeast corner of Lot Six (6) in Block One (1) of Burr's First Addition to Litchfield, thence running West Fifty-five (55) feet: more or less, to the Southeast corner of said Lot Six (6) in Block One (1) of Burr's First Addition to Litchfield, being the point of beginning of said tract of land.

RESOLUTION NO. 02-02

WHEREAS, pursuant to Section 21-90 of the Illinois Property Tax Code (35 ILCS 200/21-90), the County Board of Montgomery County, Illinois, has undertaken a Delinquent Tax Program for the purposes of:

- (1) bringing about the recovery of delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and,
- (2) in the case of property to which the County of Montgomery, as Trustee, ultimately takes a Tax Deed pursuant to the Revenue Act, it will aid in the expeditious transfer of ownership and the return of that property to a tax paying status.

WHEREAS, pursuant to this program the County of Montgomery has acquired an interest in the following described real estate:

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Parcel Index # 11-201-772-04

as described in Certificate No. 168 sold February 10, 1997.

WHEREAS, a public auction was held December 10, 2001, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest of the above described real estate. Proceeds from sale shall be paid to the Treasurer of Montgomery County, Illinois, and to be distributed according to law.

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 8th day of January, 2001.

Mike A. Haver

CHAIRMAN

ATTEST:

Sandy Luthers

Clerk of the Board

MONTGOMERY COUNTY BOARD RESOLUTION # 02-03

Whereas, Senior Citizens Social Services have been available in the past and are currently available to senior residents in Montgomery County,

And whereas, Montgomery County's main sources of revenue for the support of senior citizens social services has been and is currently: Community and State based grants, private donations, operation /program income and County contributions,

And whereas, the future of these sources of revenue appear uncertain and are currently inadequate thereby restricting the social services provided to said senior residents of Montgomery County,

And whereas, it is provided by authority of the state laws of Illinois, specifically 55 Illinois Compiled Statutes 5/5-1034, that the county board may annually impose a tax of not to exceed .025 percent of the value, as equalized or assessed by the Department of Revenue, of all the taxable property in the county for the purposes of providing social services for senior citizens after the question has been first submitted by referendum to the electors of Montgomery County and approved by a majority of those voting on the question,

*And whereas, the County Board believes that the adoption of a resolution providing for the submission of the question at a referendum at the *March 19, 2002 Primary Election* is in order.*

Therefore, be it resolved that the Montgomery County Board shall cause to be placed upon the ballot at the March 19, 2002 General Primary Election, or any other date that the State of Illinois shall legislate to be the official date of the 2002 General Primary Election, the following referendum:

Shall Montgomery County levy and collect annually a tax not to exceed .025% of the value, as equalized and assessed by the Department of Revenue, of all taxable property in the county, for the purpose of providing social services for senior citizens?

YES _____

NO _____

This resolution presented, passed and adopted by Montgomery County Board this 8th day of January, 2002.

Mike A. Havera
CHAIRMAN MICHAEL HAVERA

ATTEST: *Sandy Leitheiser*
Sandy Leitheiser, County Clerk

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.
#6 (Witt South)(Sec. 33)**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The COUNTY OF MONTGOMERY has petitioned the Montgomery County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$6,500.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

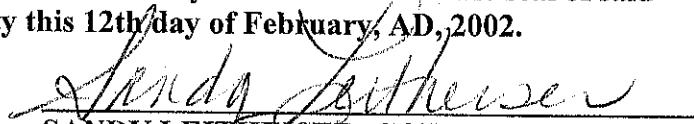
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	962 B-CA Location A	See Attached Map	\$6,500.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 12th day of February, AD, 2002.

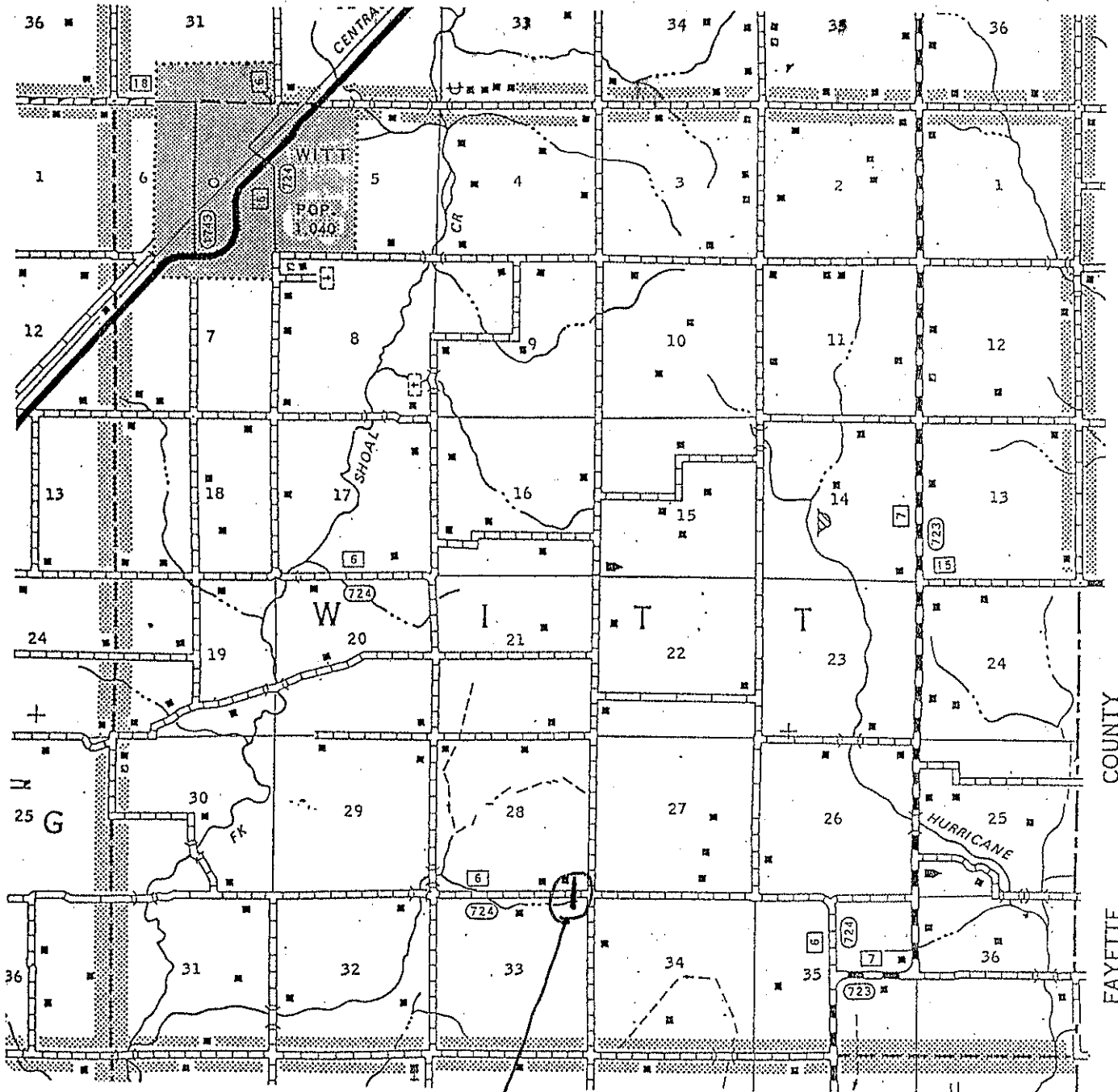
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 12th day of February, AD, 2002.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 100%

WITT R. D.
R. 2 W., T. 9 N.

R. 2 W.



T. 9 N.

COUNTY

FAYETTE

54' x 48'



**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.
#7 (Nokomis-Fillmore Road)(Sec. 36)**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The COUNTY OF MONTGOMERY has petitioned the Montgomery County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$10,000.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

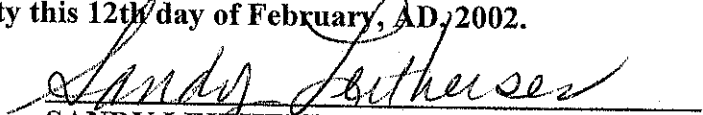
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	962 B-CA Location B	See Attached Map	\$10,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 12th day of February, AD, 2002.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 12th day of February, AD, 2002.

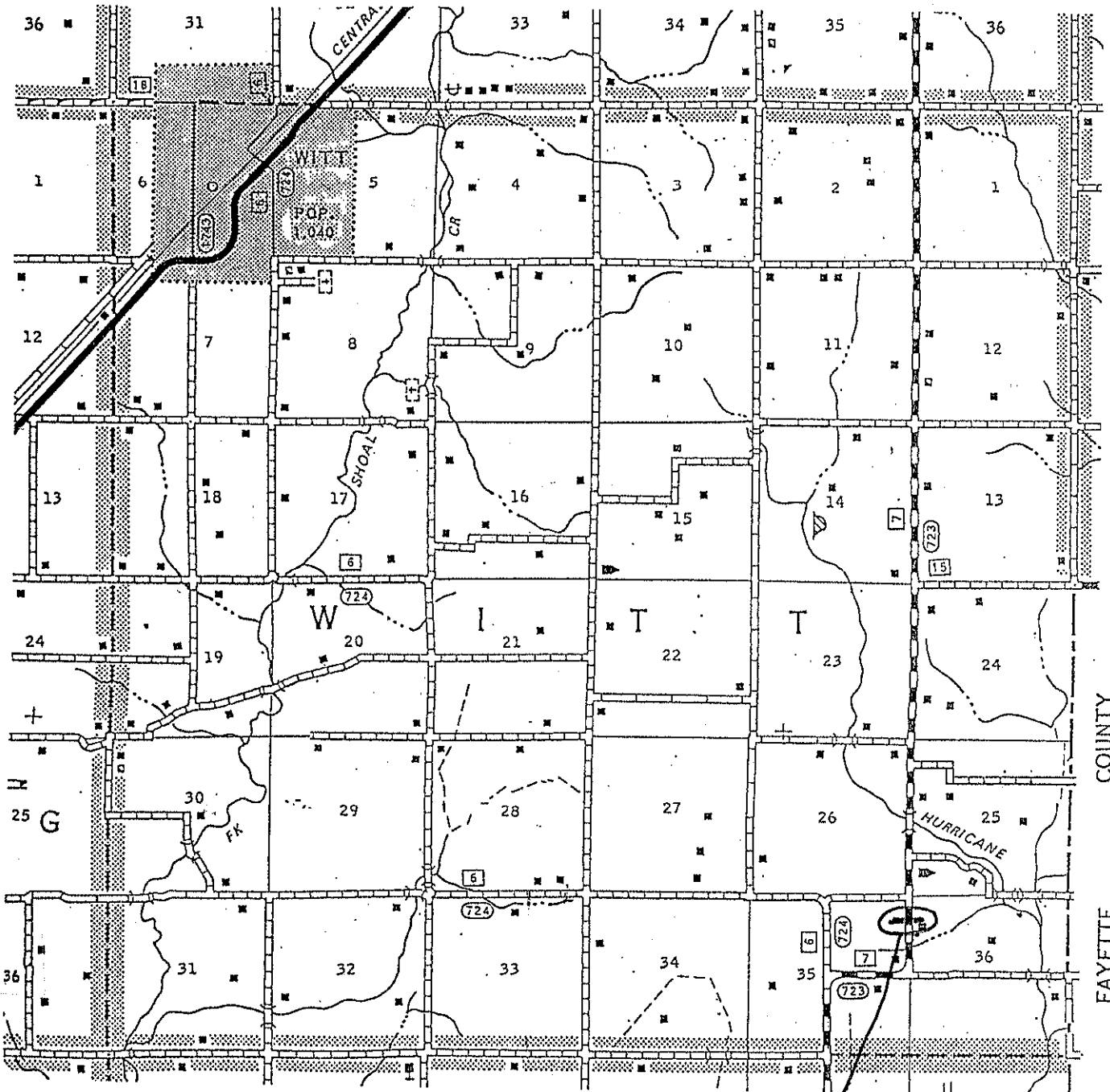

SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 100%

FEBRUARY

WITT R. D.
R. 2 W., T. 9 N.

R. 2 W.



T. 9 N.
FAYETTE COUNTY



72' ARCH X 50'
LOC. A

**RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of GRISHAM has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of GRISHAM of Montgomery County has agreed to pay an amount of \$1,250.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

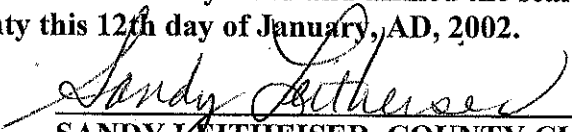
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
GRISHAM	963 B-CA, Location A (Sec. 19)	See Attached Map	\$2,500.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

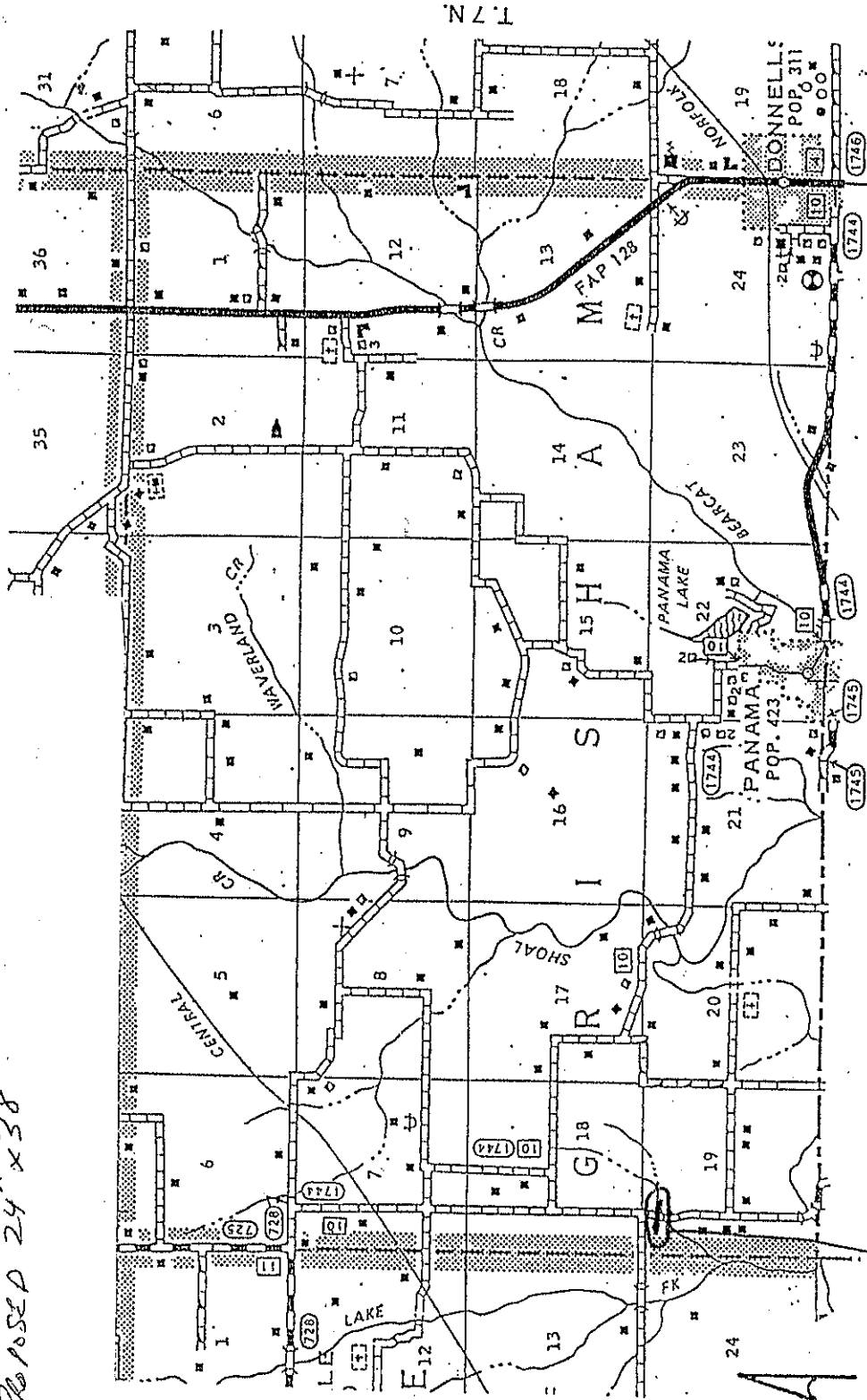
I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 12th day of February, AD, 2002.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 12th day of January, AD, 2002.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 50%
Grisham 50%

GRISHAM R. D.
R. 4 W., T. 7 N.



GRISHAM RD. W. 1/4
 Feb 19
 EXIST 24" X 33' WITH CONC HEAD WITH U.S.
 WATER FLOWS TO EAST
 5' FROM FLOW TO RD
 PROPOSED 24" X 38'

24" X 38' Loc. A



RESOLUTION

FOR

COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of GRISHAM has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of GRISHAM of Montgomery County has agreed to pay an amount of \$1,250.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
GRISHAM	963 B-CA, Location B (Sec. 7)	See Attached Map	\$2,500.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 12th day of February, AD, 2002.

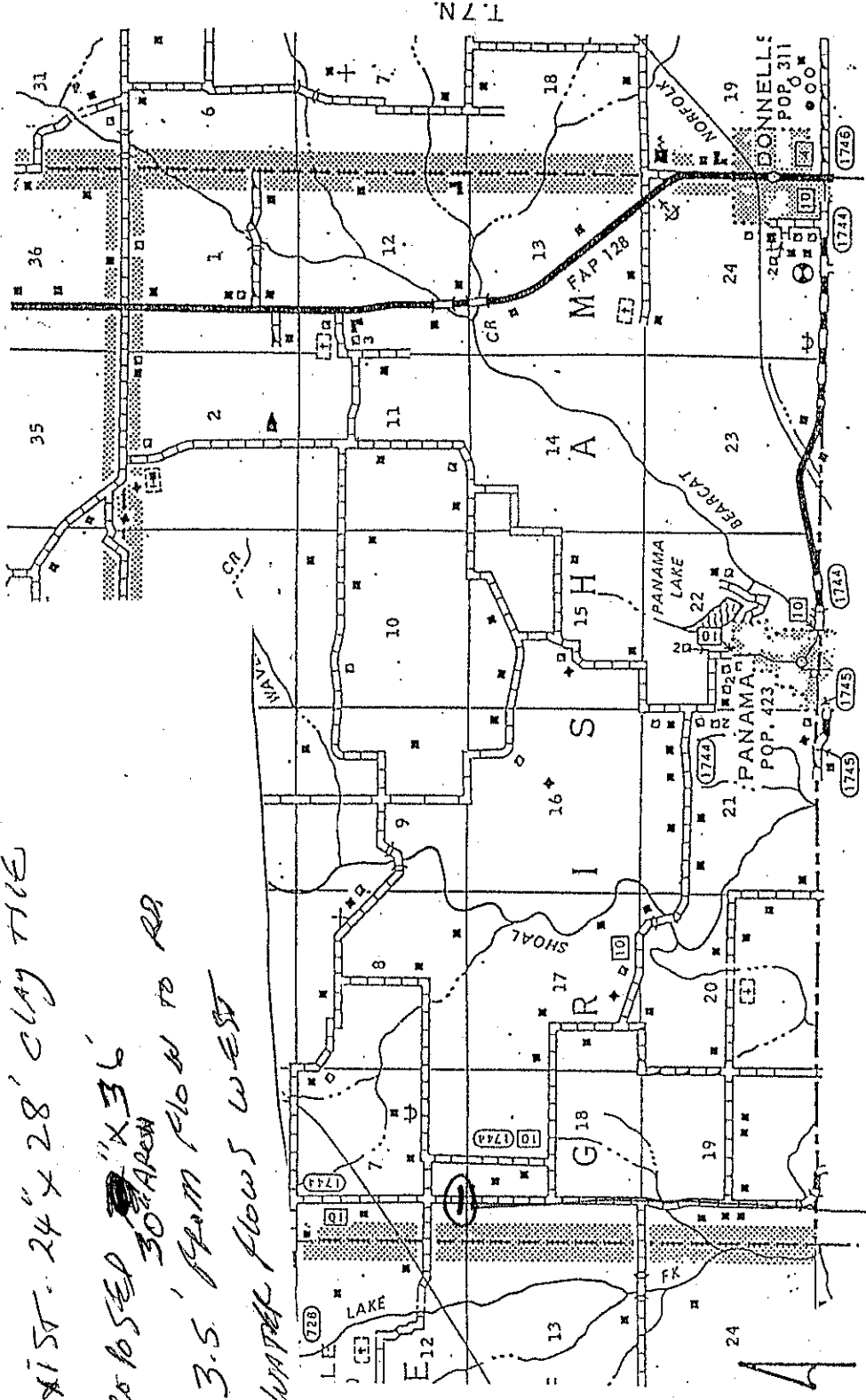
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 12th day of January, AD, 2002.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

Montgomery County	50%
Grisham	50%

GRISHAM R. D.
R. 4 W., T. 7 N.



- Prestressed Bridge Units
- Prestressed Piping
- Culvert Pipe
- Precast Manholes



CORP. OFFICE & PLANT:
SALINA, K. 616-648-1100

EGYPTIAN CONCRETE CO.

PLANT:
BONNE TERRE, MO 872-364-2770

- Precast Box Culverts
- Jail and Prison Cells
- Custom Precasting

*GRISHAM TWP
SEC 7
EXIST. 24" x 28' CLAY TILE
PROPOSED 30" ARCH
3.5' FROM FLOW TO RR
WATER FLOWS WEST*

30" ARCH X 36'

**RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of HILLSBORO has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of HILLSBORO of Montgomery County has agreed to pay an amount of \$2,000.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
HILLSBORO	964 B-CA, Location A (Sec. 28)	See Attached Map	\$4,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 12th day of February, AD, 2002.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 12th day of January, AD, 2002.


SANDY LEITHEISER, COUNTY CLERK

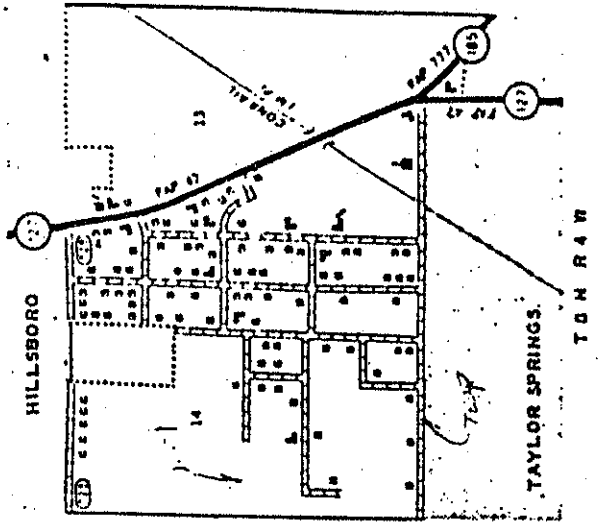
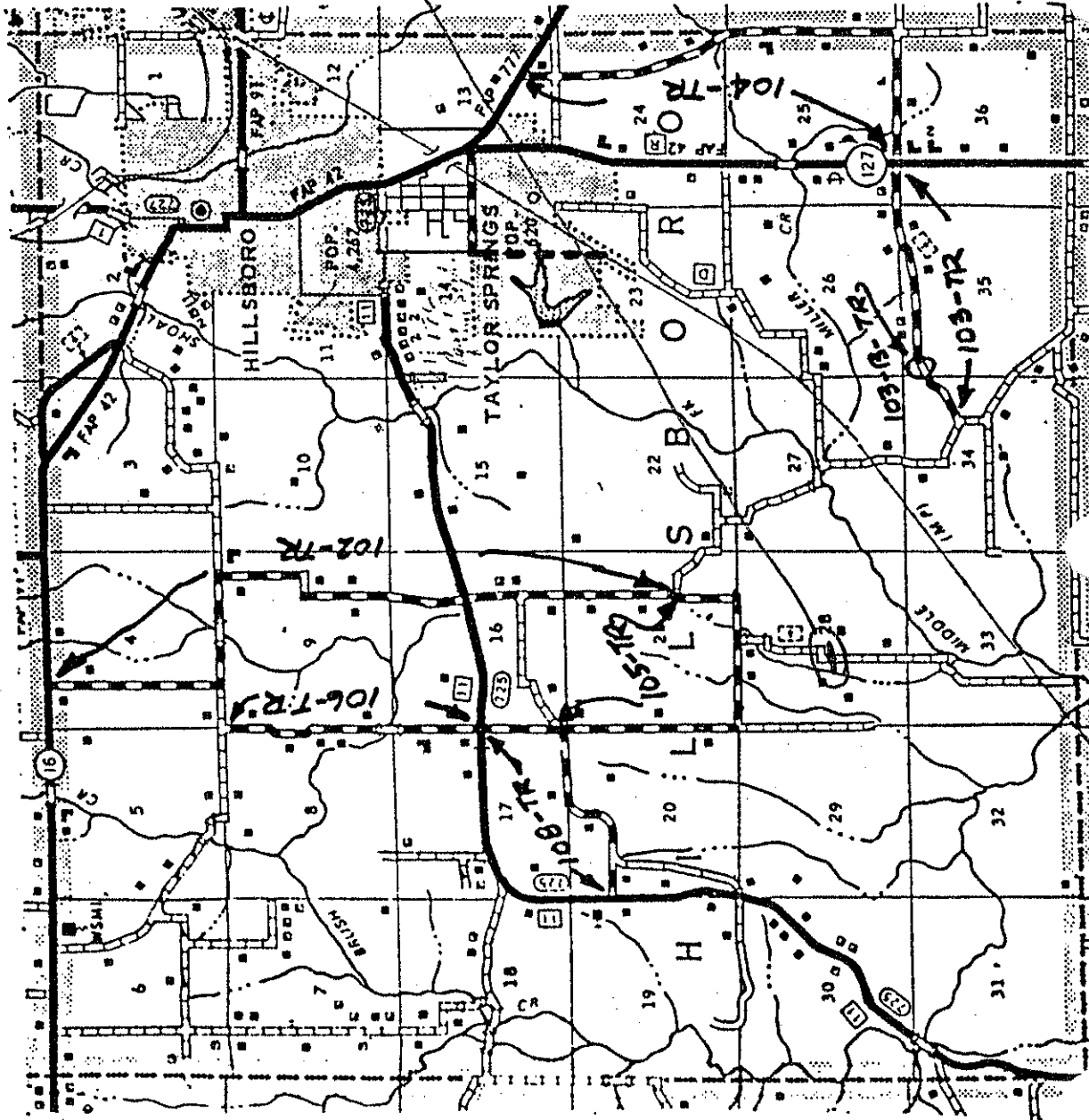
COST BREAKDOWN:

Montgomery County	50%
Hillsboro	50%



HILLSBORO
Township
Montgomery County
R-4W, T-8N

24" X 40' P.C. LOC. A



8007

3 PAGE 105

**RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of HILLSBORO has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of HILLSBORO of Montgomery County has agreed to pay an amount of \$1,500.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
HILLSBORO	964 B-CA, Location B (Sec. 28)	See Attached Map	\$3,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 12th day of February, AD, 2002.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 12th day of January, AD, 2002.

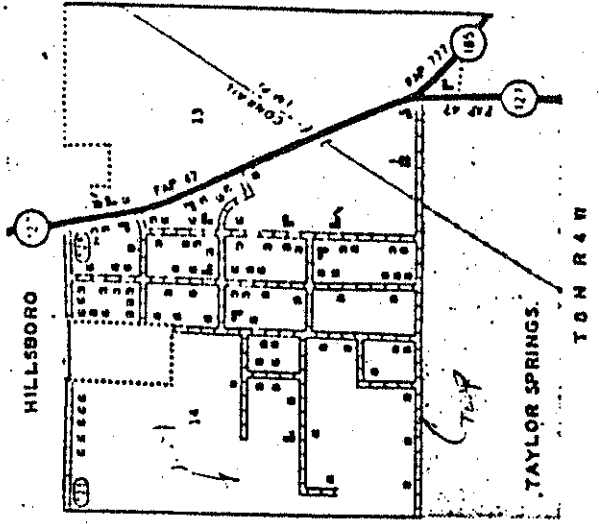
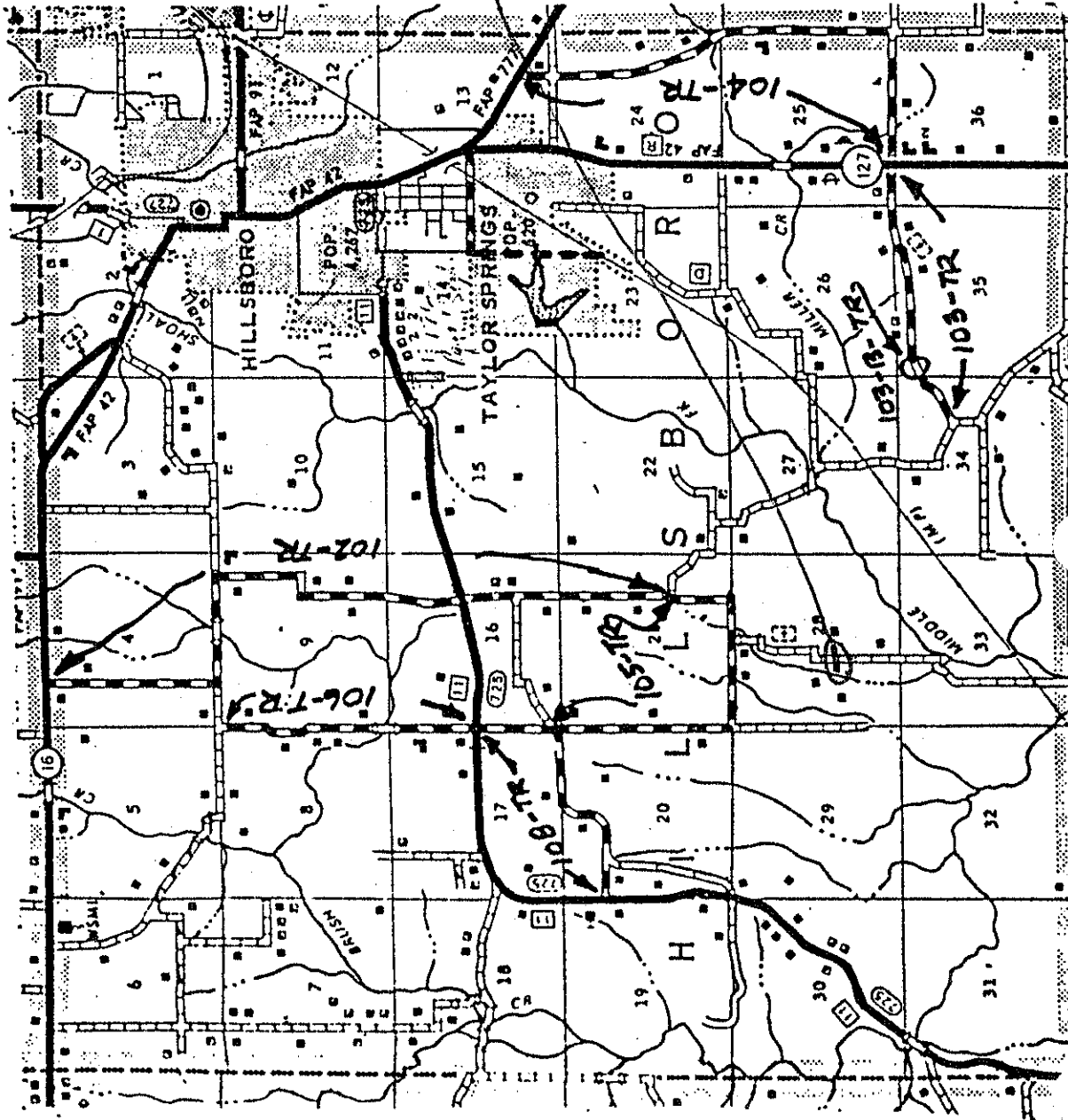

SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 50%
Hillsboro 50%



HILLSBORO
Township
Montgomery County
R-4W, T-8N

24" x 36" P.C. Loc. B



**RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of IRVING has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of IRVING of Montgomery County has agreed to pay an amount of \$3,750.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
IRVING	965 B-CA (Sec. 34)	See Attached Map	\$7,500.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 12th day of February, AD, 2002.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 12th day of January, AD, 2002.

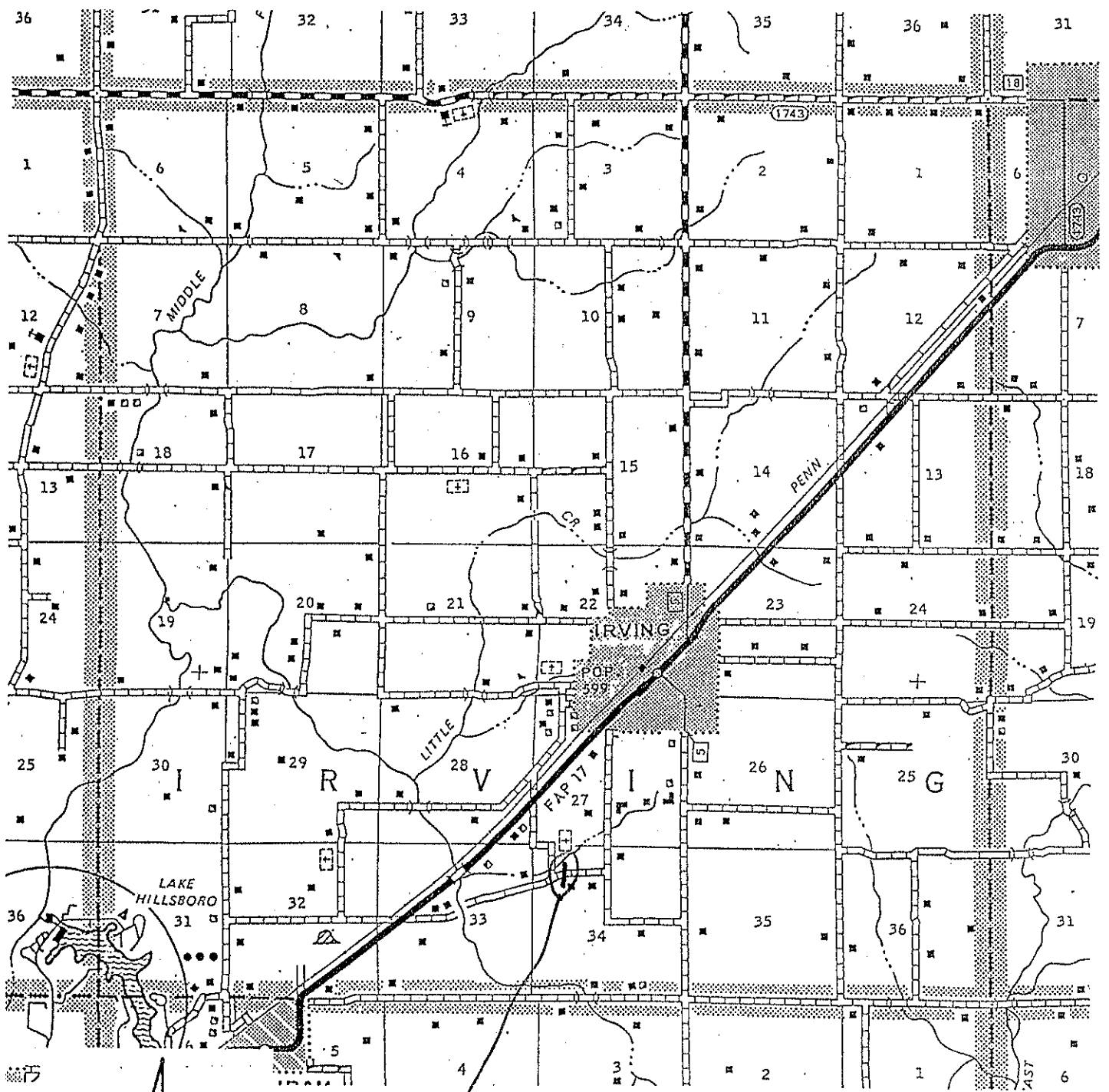
Sandy Leithaiser

 SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
 Montgomery County 50%
 Irving 50%

IRVING R. D.
R. 3 W., T. 9 N.

R. 3 W.



T. 9 N.

78" x 42' P.C.



**RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of WALSHVILLE has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of WALSHVILLE of Montgomery County has agreed to pay an amount of \$3,000.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

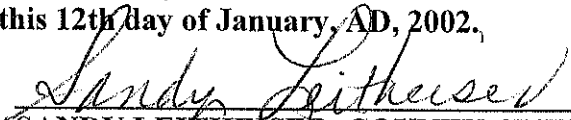
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
WALSHVILLE	966 B-CA (Sec. 11)	See Attached Map	\$6,000.00

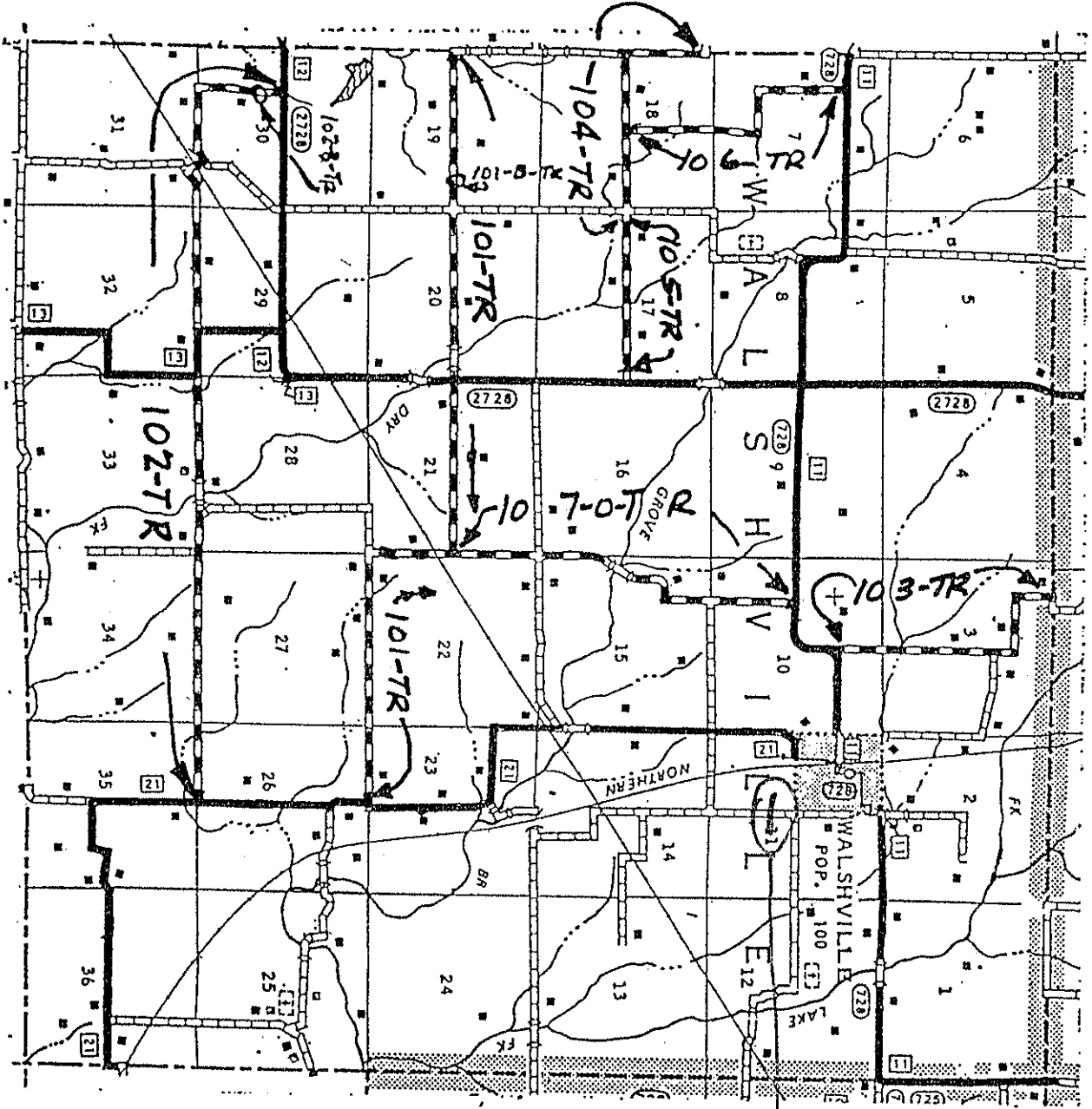
BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 12th day of February, AD, 2002.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 12th day of January, AD, 2002.

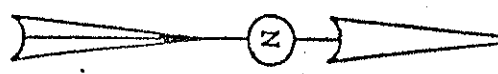

SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 50%
Walshville 50%



WALSHVILLE
 Township
 Montgomery County
 R-5W, T-7N

60' x 48' P.C.



BOOK

3 PAGE: 111

**RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of WITT has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of WITT of Montgomery County has agreed to pay an amount of \$1,500.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

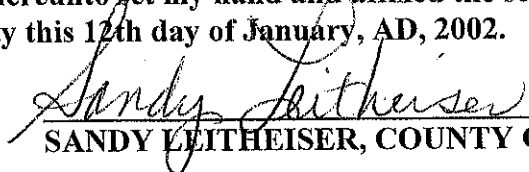
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
WITT	967 B-CA (Sec. 26)	See Attached Map	\$3,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 12th day of February, AD, 2002.

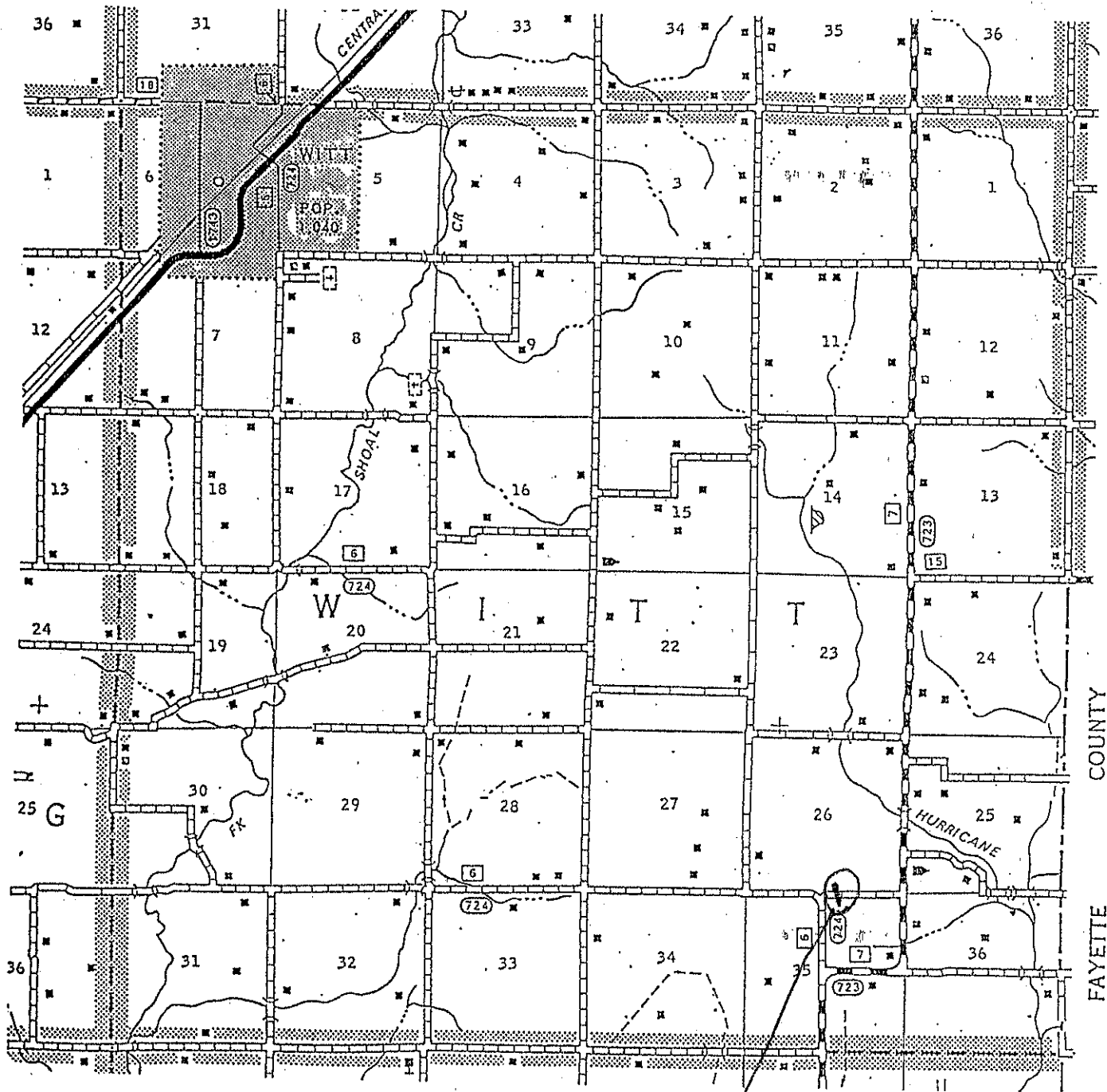
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 12th day of January, AD, 2002.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 50%
Witt 50%

WITT R. D.
R. 2 W., T. 9 N.

R. 2 W.



T. 9 N.

FAYETTE COUNTY

FAYETTE



30" x 38' P.C.

**RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of AUDUBON has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of AUDUBON of Montgomery County has agreed to pay an amount of \$1,913.44 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

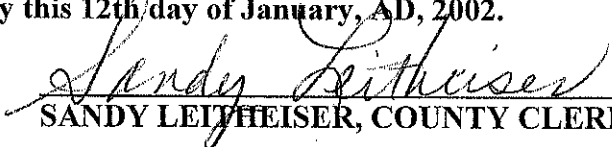
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
AUDUBON	968 B-CA	See Attached Map	\$1,913.44
	Location A, Section 32; Location B, Section 30; Location D, Section 29; Location E, Section 24; Location F, Section 15; Location G, Section 15; Location H, Section 13; Location I, Section 5; & Location J, Section 3		

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

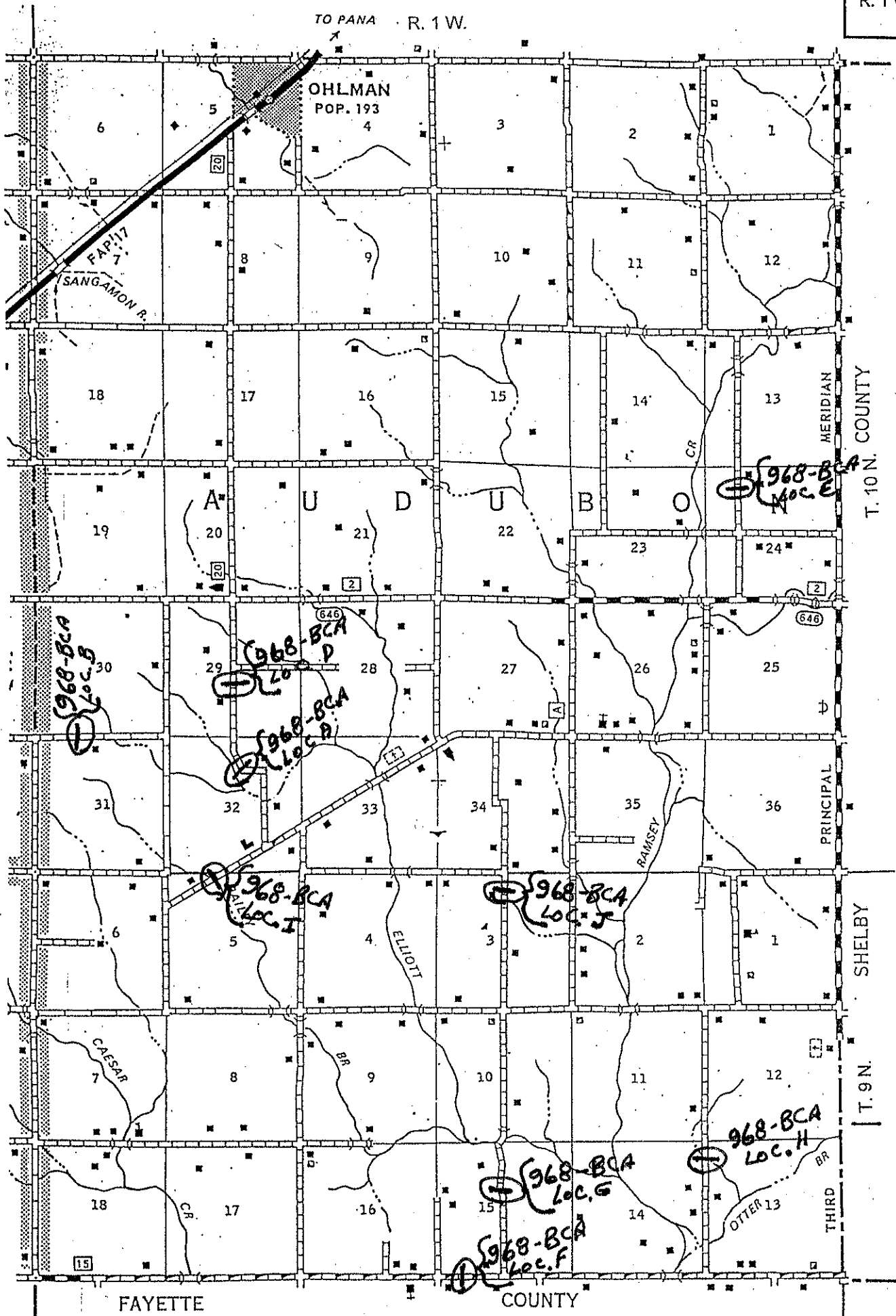
I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 12th day of February, AD, 2002.


IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 12th day of January, AD, 2002.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

Montgomery County	0%
Audubon	4% Engineering Only



Locality	 <p>Illinois Department of Transportation</p> <p>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds</p>	<p>C O N S U L T A N T</p>	Name Cummins Engineering Corporation
Ownership Litchfield & Zanesville			Address 2815 Old Jacksonville Road Suite 203
County Montgomery			City Springfield
Location			State Illinois 62704

THIS AGREEMENT is made and entered into this _____ day of _____, 2002 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general provision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part inance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Honey Bend Railroad Crossing Improvement

Route T.R.149 & 76-B Length 0.189 Mi. 1000 FT Structure No. N/A

Location NW ¼, Sec. 2, T9N, R5W of 3rd P.M.

Description:
 This project includes the closure of Railroad Crossing No. 480046L, improvement of the approaches of TR 149 to Railroad Crossing No. 480045E, and the improvement of TR 76-B at its intersection with TR 149.

Agreement Provisions

The Engineer Agrees,

To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:

- a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
- b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
- c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
- d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
- e. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit and Bridge waterway sketch.
- f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
- g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

Note: Four copies to be submitted to District Engineer

- h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
- j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets. (Does not include extra-ordinary environmental work i.e. wetland mitigation, historic bridge etc.)
- k. Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1j, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
- b. This work will be paid for on an Hourly Basis with an estimated fee of \$10,500.00. Subject to the approval of the LA, the engineer may sublet all or part of the surveying services provided under Paragraph 1a above. If the ENGINEER sublets all or part of this work, the LA will pay the costs to the ENGINEER based upon the invoice from the surveyor.
2. To pay for services stipulated in paragraph 1h of the ENGINEER AGREES at the actual cost of performing such work including profit, overhead and readiness to serve - "actual cost" being defined as material cost plus actual payroll cost times a direct labor multiplier of 3.00 to cover profit, overhead, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1h. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:

- a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1j under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 100 percent of the total fee due under this AGREEMENT in accordance with the attached hourly rates.

By Mutual agreement, partial payments of the amount earned may be made from time to time as the work progresses.

That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a through 1j and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.

That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost including profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

is Mutually Agreed,

That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.

That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.

That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

Montgomery County of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By

Sandy Leithner

County Board

Montgomery County

Clerk

By

Mike A. Hauer

(Seal)

Title

County Board Chairman

Executed by the ENGINEER:

Cummins Engineering Corporation

2815 Old Jacksonville Road, Suite 203

ATTEST:

Springfield, Illinois 62704

By

By

Michael D. Cummins

Title

Title

President

Cummins Engineering Corporation

2815 Old Jacksonville Road
Suite 203
Springfield, Illinois 62704
Phone (217)726-8540
Fax (217)726-8542

Hourly Billing Rates (includes overhead & profit)

November 2001

General Civil Engineering work -

Professional Engineer (Principal)	\$85 to \$110
Project Engineer	\$55 to \$85
Engineer	\$45 to \$55
Cad Technician	\$35 to \$45
Clerical	\$20 to \$35

Structural Engineering work -

Structural Engineer (Principal)	\$85 to \$110
Expert Witness Testimony	\$150

RESOLUTION 01-04

A RESOLUTION TO PROVIDE FOR PUBLIC TRANSPORTATION
IN MONTGOMERY COUNTY, ILLINOIS

WHEREBY, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, Montgomery County wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the (county or counties) limits:

NOW, THEREFORE, BE IT ORDAINED by the Chairman and the County Board of Montgomery County that:

Section 1. Shelby County shall hereby provide public transportation within the limits of Montgomery County.

Section 2. The County Clerk of the County of Montgomery shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as required by law.

Section 4. That the County Board Chairman of the County of Shelby is hereby authorized and directed to execute and file on behalf of Montgomery County a Grant Application to the Illinois Department of Transportation.

Section 5. That County Board Chairman of Shelby County is hereby authorized and directed to execute and file on behalf of the Montgomery County all required Grant Agreements with the Illinois Department of Transportation.

PASSED this 12th day of March, 2002.


Chairman Mike Havera

ATTEST:


COUNTY CLERK SANDY LEITHEISER

Intergovernmental Agreement

RDW

3-121

This Agreement is entered into by and between the County of Shelby and the counties of Fayette, Clay, Moultrie, Montgomery, and Douglas, (hereinafter referred to as the "Participants") for the provision of public transportation in said counties.

WHEREAS, Participants have applied for a grant pursuant to Section 5311 of the Intermodal Surface Transportation Efficiency Act of 1991 in order for financial assistance to be made available for public transportation programs in rural and small urban areas within Shelby, Fayette, Clay, Moultrie, Montgomery, and Douglas Counties; and

WHEREAS, it is the mutual desire of the Participants that the County of Shelby be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas for the administration and distribution of Federal Section 5311 funds.

And WHEREAS, Illinois Compiled Statutes 740/2-1 et. Seq. authorizes a county to provide for public transportation within the county limits;

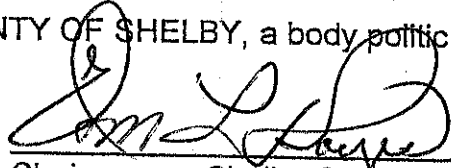
WITNESSETH:

1. The County of Shelby shall be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas providing for the administration and distribution of Federal Section 5311 funds.
2. It shall be the responsibility of the Primary Participant to receive all Section 5311 Funds from the Illinois Department of Transportation pursuant to said Department's agreements with the Participants.
3. The Primary Participant shall disburse said funds to C.E.F.S. Economic Opportunity Corporation a not-for-profit corporation, the service provider under the terms and conditions of said agreements.
4. Delivery of services by service provider shall be made in accordance with agreements entered into by service provider with the Primary Participant.
5. Participants are not responsible to the service provider for any local matching funds, but may provide match as desired.
6. That the terms of this Agreement will be effective for the twelve-month grant period.
7. Any revision of this Agreement must be agreed to by the Participants as evidenced by an addendum signed by the authorized representative of each.
8. This Agreement or any part thereof may be renegotiated where changes are required by State or Federal law, rules, regulations, or court action, or when Participants agree that a new intergovernmental agreement would meet their particular needs.

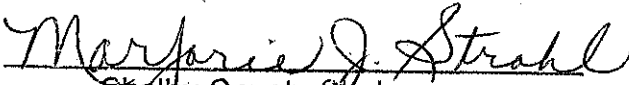
MARCH

- 9. This intergovernmental agreement is binding upon the Participants, their successors and assigns.
- 10. If any section, sentence, clause, phrase or portion of this Intergovernmental Agreement is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of the Agreement. It is hereby declared the intent of the Participants that this Agreement shall remain valid and enforceable, notwithstanding the invalidity of any part hereof.
- 11. That only one original copy of this Intergovernmental Agreement shall be signed and executed by Participants and that any photocopies of the executed Intergovernmental Agreement shall be deemed to be duplicate originals.


COUNTY OF SHELBY, a body politic and corporate

By: 
Chairperson, Shelby County Board

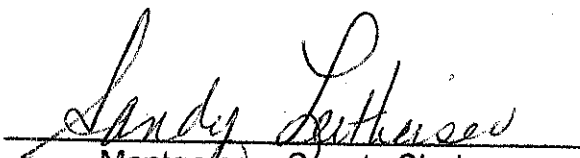
ATTEST:


Shelby County Clerk

COUNTY OF MONTGOMERY, a body politic and corporate

By: 
Chairperson, Montgomery County Board

ATTEST:


Montgomery County Clerk

**RESOLUTION OF THE COUNTY BOARD
REAPPOINTING TRUSTEE FOR
THE RAYMOND COMMUNITY FIRE PROTECTION DISTRICT
AND APPROVING HIS TRUSTEE'S BOND**

WHEREAS there has been presented to this Board a resolution of the trustees of The Raymond Community Fire Protection District asking for the reappointment of Raymond A. Held as trustee of the District, which resolution was accompanied by a trustee's bond which this Board has examined and finds to be in due form with penalty as heretofore fixed by this Board and with sureties ascertained to be sufficient,

THEREFORE, BE IT RESOLVED that Raymond A. Held shall be, and he is hereby, reappointed to be one of the trustees of The Raymond Community Fire Protection District for a term of thirty-six months to begin the first Monday in May, 2002, and to end the first Monday in May, 2005, and

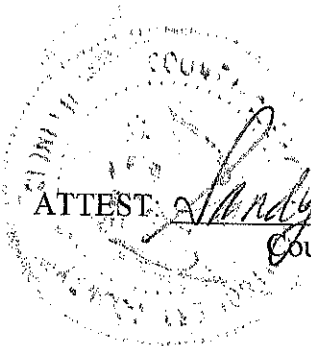
IT IS FURTHER RESOLVED that the trustee's bond of Raymond A. Held, as heretofore tendered to this Board, shall be, and it is hereby, approved.

Hillsboro, Illinois, March 12, 2002.

Mike H. Hovey
Chairman

ATTEST:

Sandy Lethbringer
County Clerk




TRUSTEE'S BOND

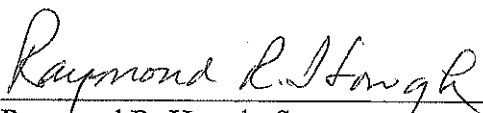
KNOW ALL MEN BY THESE PRESENTS that we, Raymond A. Held, as principal, and Raymond R. Hough and Joseph M. Martin, as sureties, all of the County of Montgomery and State of Illinois, are held and firmly bound unto the People of the State of Illinois for the use of The Raymond Community Fire Protection District in the penal sum of Three Thousand Dollars (\$3,000) for the payment of which well and truly to be made we bind ourselves, our heirs, executors and administrators jointly and severally and firmly by these presents.

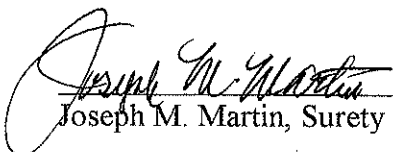
The condition of this obligation is such that whereas on the 12th day of March, 2002, the principal, Raymond A. Held, was duly reappointed by the County Board of Montgomery County, Illinois, to be one of the trustees of The Raymond Community Fire Protection District for a term of three years to expire on the first Monday in May, 2005,

NOW, THEREFORE, if the principal hereunder shall well and truly perform the duties of his office as such trustee and shall moreover fully and fairly account for all property and moneys belonging to the fire-protection district which shall come into his hands by virtue of his office when lawfully required so to do, then this obligation shall be null and void; otherwise, to be and remain in full force and effect.

Given under our hands and seals this 12th day of March, 2002.


Raymond A. Held, Principal (SEAL)


Raymond R. Hough, Surety (SEAL)


Joseph M. Martin, Surety (SEAL)

STATE OF ILLINOIS)
) SS.
COUNTY OF MONTGOMERY)

I, the undersigned, a notary public in, and for, the state and county aforesaid, do hereby certify that on this day personally appeared before me Raymond A. Held, Raymond R. Hough and Joseph M. Martin, who severally acknowledged that they signed, sealed and delivered the foregoing instrument as their free acts for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal at Hillsboro, Illinois, this 12th day of March, 2002.

Gerald Patrick Huber

Notary Public



RESOLUTION ASKING REAPPOINTMENT OF TRUSTEE

WHEREAS the term of office of Raymond A. Held as one of the trustees of The Raymond Community Fire Protection District will expire the first Monday in May, 2002,

AND WHEREAS, pursuant to §4 of the Illinois Fire Protection District Act (70 ILCS 705/4), a trustee should be appointed by the County Board of Montgomery County, Illinois, on or before the second Monday in April, 2002, for a term of three years commencing on the first Monday in May next after such appointment,

AND WHEREAS it is the opinion of William E. Beeler and Richard T. Uhrig, the remaining trustees of the fire-protection district, that Raymond A. Held, a resident of the fire-protection district, who remains qualified and willing to act as a continuing trustee, is entirely competent to perform the duties of trustee,

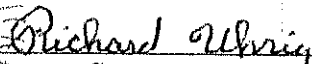
THEREFORE, BE IT RESOLVED that the attorney for this District present a true copy of this Resolution to the County Board of Montgomery County, Illinois, at its regular meeting to be held in March, 2002, and do all things necessary and proper toward causing Raymond A. Held to be reappointed as trustee.

ADOPTED this 6th day of March, 2002.



President, Board of Trustees

ATTEST:



Secretary



STATE OF ILLINOIS)
) SS.
COUNTY OF MONTGOMERY)

I, the undersigned secretary for the board of trustees of The Raymond Community Fire Protection District, do hereby certify that the above and foregoing is a true copy of a resolution adopted by the trustees of the fire-protection district at a regular meeting held the 6th day of March, 2002, as appears from the original of the resolution now remaining on file in my office.

Witness my hand and the official seal of the fire-protection district this 11th day of March, 2002.

Richard T. Whig
Secretary

OPTION AGREEMENT

THIS OPTION AGREEMENT made and executed this 9th day of April, by and among **THE MONTGOMERY COUNTY BOARD OF COMMISSIONERS** (hereinafter referred to as "Optionor"), and **COLT COAL COMPANY, INC.**, A West Virginia corporation, (hereinafter referred to as "Optionee").

WHEREAS, Optionee is interested in certain coal and mineral properties consisting of approximately 120,000 acres and the appurtenant easements and rights thereto, situated in Montgomery County, Illinois, hereinafter referred to collectively as the "Property", owned by Optionor and more fully described in those certain deeds conveying the Property to Licensor, copies which are attached hereto;

WHEREAS, Optionor has the legal authority and power to lease the Property to a party upon such terms and conditions it deems fair and reasonable without first offering the property for public auction or competitive bid and Optionor is willing to grant an Option to Optionee to enter upon the Property in accordance with the terms and conditions hereof;

NOW, THEREFORE, in consideration of the sums hereinafter set forth, and of the mutual covenants and agreements herein contained and intending to be legally bound hereby, the parties covenant and agree as follows:

1. Grant of Option. For and in consideration of the payment or payments provided for in Paragraph 2 hereof, and for other good and valuable consideration, Optionor hereby grants Optionee, during the term provided herein, the sole and exclusive right and option to lease on the following terms and conditions the Property, together with all improvements thereon and all appurtenances thereunto belonging.

2. Option Fee. For and in consideration of the Option granted herein, Optionee has paid to Optionor as an "Option Fee" the sum of Thirty Thousand Dollars (\$30,000), the receipt and adequacy of which is hereby acknowledged. Optionee may extend the Option by making an additional payment in the amount of Twenty Thousand Dollars (\$20,000) ("Option Extension Fee") as provided in Section 3 hereof. If the Optionee subsequently leases all or part of the Property, the Option Fee and Option Extension Fee (if paid) will be recoupable from Production Royalties.

3. Option Period and Right of Entry. Optionor hereby grants Optionee an exclusive license, subject to Optionee obtaining any necessary right of surface entry and all necessary permits, for the purpose of drilling and exploring the Property for coal, and surveying, digging, testing, taking samples and otherwise reasonably examining said coal which rights shall continue until 5:00 p.m. (Central Time), 540 days from the date of this Option, the "Option Period". Provided, however, that if Optionee is in compliance with the terms and conditions of this Option Agreement, then, at Optionee's sole discretion, the Option Period may be extended by Optionee upon paying Optionor the Option Extension Fee on or before 5:00 p.m. (Central Time) on the 540th day from the date hereof. If such Option Extension requirements are fulfilled, as set forth in this Section 3, the Option Period and the license provided above shall continue until 5:00 p.m. on the 1080th day from the date hereof.

4. Optionee's Exploratory Program. The Optionee shall be entitled to keep confidential all drilling and exploratory data, analyses, maps, reports and similar information obtained, resulting from, or developed in any manner in connection with its activities under this Option. Optionee shall be responsible for any and all costs incident to the exploratory program described herein, including, but not limited to, obtaining any permits and permission from surface owners and governing entities. Optionee shall conduct its activities in a skillful, workmanlike and prudent manner.

5. The Optionor's Property. The Optionor believes that the Property consists of the right to mine the coal by underground mining methods from 120,000 acres, more or less, some of which may have been mined or otherwise be without coal and the County makes no representation as to the extent of coal on, in or under the Property. The deeds conveying the Property to Optionor may have conveyed to Optionor certain rights to use portions of the surface of the Property and to the extent Optionor possesses such surface rights they are included in the Option hereby granted.

6. Exercise of the Option. Optionee may exercise the Option herein provided by giving Optionor written notice thereof as provided in Section 12, before the time herein set for the expiration of the Option. The said notice shall reasonably describe the portions of the Property Optionee will lease pursuant to the terms and condition of the attached lease (the "Lease"). Provided however the Option may only be exercised for 85,000 acres or less, of the Property. Within fifteen days after exercise of this Option, the Optionor and Optionee shall meet to mutually execute and deliver the said Lease and the description of the Property provided in Optionee's notice of exercise, shall be attached to said Lease as Exhibit B.

The portion of the Property not leased by Optionee, being 35,000 or more (120,000 minus 85,000 acres or less) is herein referred to as the "Residual Acreage". The Optionee without additional consideration being paid to Optionor shall have an exclusive Option to lease the Residual Acreage on the same terms and conditions as this Option and attached Leases excepting Advance Minimum Royalties which shall be prorated based on acreage. This Option for the Residual Acreage (the "Residual Option") shall continue until six months after production royalties are first paid under the Lease attached hereto. The Residual Option shall be executed by the Optionor and Optionee at the same time as the execution and delivery of the Lease.

Furthermore, the Optionee agrees to use its best efforts by the time it exercises the Option herein to identify any portion of the Property it has no interest in leasing so that such portions of the Property may be omitted from the Residual Option.

7. No Sale Or Consumption. This Option does not itself grant Optionee any right to mine, sell or consume coal from the Premises.

8. Indemnification. Upon receiving due notice thereof, as described below, Optionee will indemnify and save harmless Optionor its successors and assigns, from any and all loss, damages, costs and expenses (including its reasonable attorney's fees), penalties, fines, liens, or liability for claims, demands, complaints, actions, and lawsuits, causes of action or other proceedings whatsoever, whether in law or equity, that arise from or claimed to have been caused by or relate to Optionee operations or those of any other party hereto approved, authorized or permitted by the Optionee in and on the Property, or that otherwise arises from or relates to the Option granted hereunder, whether or not based upon negligence and whether groundless or not, including, without limitation, damages and injuries (including death) of every kind and nature to persons and property, structures and improvements. With Optionor's prior written consent, which shall not be unreasonably withheld, Optionee will defend all such claims, demands, and suits at its sole cost and expense. Optionor shall promptly give Optionee written notice of any claim against Optionor (hereinafter called a "Claim") which Optionor believes is covered by the indemnification provisions of this Article 6 and in any event, Optionor shall give Optionee such notice within 20 days after Optionor receives written notice of such Claim, or within ten days after Optionor is served with any complaint (or similar process) in any lawsuit, prosecution or other legal proceeding brought on a Claim. Nothing herein shall relieve Optionor from liability for its own willful or negligent misconduct.

9. Non-Assignment. Optionee shall not sell, assign, sublet, mortgage, encumber, or otherwise transfer this Option Agreement without first receiving Optionor's written approval.

10. Bankruptcy. The institution of bankruptcy, receivership, and insolvency, reorganization or other similar proceedings by or against Optionee under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within thirty (30) calendar days after they are instituted; or the insolvency or making of an assignment for the benefit of creditors or the admittance by vendor of any involuntary debts as they mature or the institution of any reorganization arrangement or other readjustment of debt plan of Optionee not involving in furtherance of any of the above actions; or the appointment of a receiver for all or substantially all of Optionee's assets or any corporate action taken by Optionee's board in furtherance of the above action, shall, among other things, constitute a material breach of this Option Agreement.

11. Entire Agreement; Modifications. This Option sets forth the entire agreement and understandings of the parties hereto, and supersedes all prior agreements and understandings between the parties hereto with respect to the Option contemplated hereby. This Option may not be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

12. Notices. All notices shall be addressed to the Party at their addresses herein set forth. Any notice to Optionee shall be directed to the attention of Tim Elliott, Colt Coal Company, Inc., 430 Harper Park Drive, Suite A, Beckley, WV 25801, with a copy to Martin J. Glasser, Lewis, Glasser, Casey & Rollins, LLP, BB&T Square, Suite 700, 300 Summers Street, Charleston, WV

25301. Any notice to Optionor shall be directed to The Montgomery County Board of Commissioners, 120 N. Main, Hillsboro, IL 62049 with a copy to The Montgomery County State's Attorney, 120 N. Main, Hillsboro, IL 62049. Notices are effective only upon receipt, notwithstanding the date the notices are sent. Notices provided for herein may be delivered by the following means only: (i) facsimile transmission with electronic confirmation to sender; (ii) United States Certified Mail, return receipt requested; (iii) United States or commercial express service providing proof of date and time of delivery; or (iv) Personal Delivery, if such personal delivery is accompanied by an affidavit of the deliverer setting forth the time and date of delivery. The address to which notices may be delivered, may be changed from time to time by each Party by written notice given pursuant to this paragraph.

IN WITNESS WHEREOF, the Optionee has duly executed this instrument, and the Optionor, having complied with the requirements of the law of the State of Illinois, has caused this instrument to be executed on its behalf, all as of the date first written above.

ATTEST:

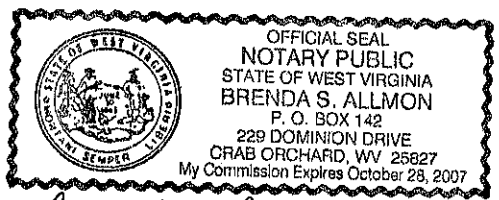
Sandy Leithuser
County Clerk

Optionor:

THE MONTGOMERY COUNTY BOARD OF COMMISSIONERS

By: *Mike A. Haven*

ATTEST:



Brenda S. Allmon
April 9, 2002

Optionee:

COLT COAL COMPANY, INC.

By: *Timothy Ellett, CFO*

**RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of NOKOMIS has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of NOKOMIS of Montgomery County has agreed to pay an amount of \$4,000.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

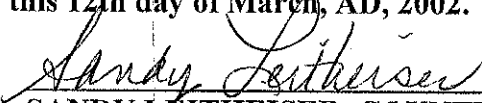
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
NOKOMIS	969 B-CA (Sec. 25)	See Attached Map	\$8,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid require in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at the adjourned Meeting held at Hillsboro on this 12th day of March, AD, 2002.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 12th day of March, AD, 2002.


SANDY LEITHEISER, COUNTY CLERK

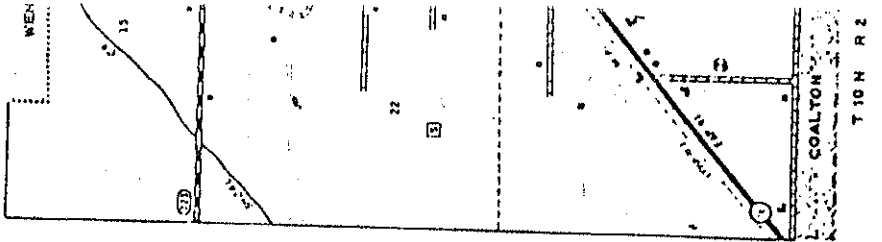
COST BREAKDOWN:

Montgomery County	50%
Nokomis	50%

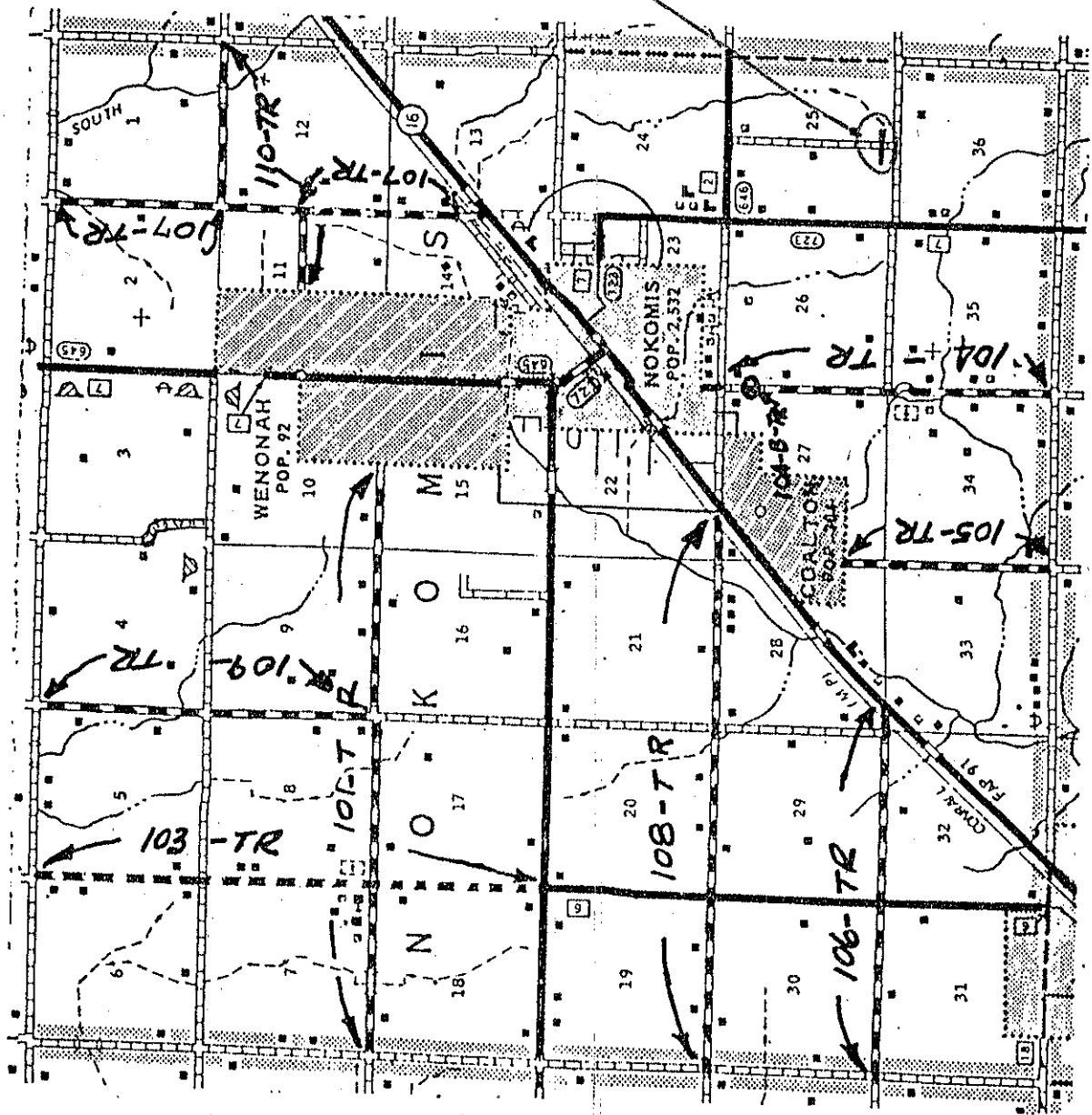
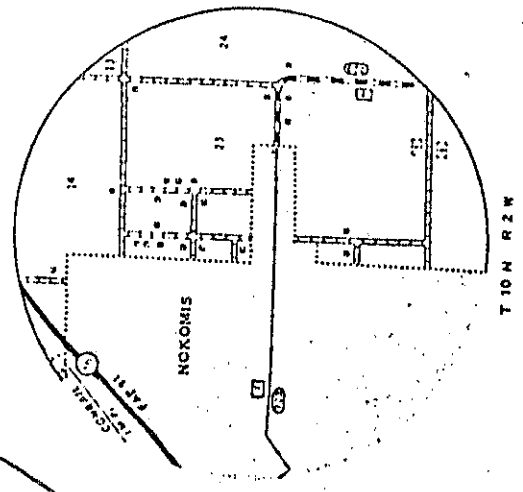
BOUY

3 PAGE 135

NOKOMIS
Township
Montgomery County
R-2W, T-10N



2-54" ARCH X 40' P.C.



MONTGOMERY COUNTY, ILLINOIS

Selected Financial Information

**Presentation to
Montgomery County Board**

April 9, 2002

MONTGOMERY COUNTY, ILLINOIS

Selected Financial Information November 30, 2001

BOOK 3 PAGE 137

Assessed Valuation - 1994	\$ <u>225,022,440</u>
- 1995	\$ <u>239,779,243</u>
- 1996	\$ <u>251,054,944</u>
- 1997	\$ <u>258,054,338</u>
- 1998	\$ <u>273,000,224</u>
- 1999	\$ <u>284,721,319</u>
- 2000	\$ <u>287,958,125</u>

General Fund

Excess (deficiency) of revenues over expenditures

11/30/94	\$ <u>(254,228)</u>	
11/30/95	\$ <u>(79,289)</u>	
11/30/96	\$ <u>191,449</u>	
11/30/97	\$ <u>211,940</u>	
11/30/98	\$ <u>241,086</u>	
11/30/99	\$ <u>125,982</u>	(Does not include transfer from PBC of \$316,328)
11/30/00	\$ <u>374,168</u>	
11/30/01	\$ <u>(64,953)</u>	

General Fund

	2001		2000	
Revenues:				
Property taxes	\$ 1,104,513		\$ 1,032,796	
Less: PBC	<u>480,936</u>		<u>466,368</u>	
Net General Fund	623,577	16.18%	566,428	13.93%
Interest and costs	150,500	3.91	232,634	5.72
Sales taxes	872,573	22.64	873,801	21.49
Income	686,773	17.82	772,109	18.99
Replacement, inheritance and real estate	171,892	4.46	316,158	7.77
Fines and fees	925,502	24.01	891,214	21.90
Miscellaneous	36,315	.94	52,706	1.30
Reimbursed expenses	<u>386,836</u>	<u>10.04</u>	<u>361,815</u>	<u>8.90</u>
	<u>\$ 3,853,968</u>	<u>100.00%</u>	<u>\$ 4,066,865</u>	<u>100.00%</u>

APRIL

MONTGOMERY COUNTY, ILLINOIS

Selected Financial Information
November 30, 2001

BOOK

PAGE 138

Expenditures:	2001		2000	
General	\$ 216,253	5.52%	\$ 179,795	4.87%
County Clerk	169,437	4.32	172,811	4.68
Treasurer	172,776	4.41	164,015	4.44
Coroner	78,691	2.01	70,857	1.92
Regional Superintendent	46,934	1.20	44,132	1.20
Supervisor of Assessments	172,350	4.40	157,847	4.27
Board of Review	35,147	.90	36,559	.99
County Board	93,327	2.38	83,620	2.26
Election	94,046	2.40	136,415	3.69
General administration	743,416	18.97	558,125	15.11
Judges	12,513	.32	11,743	.32
State's Attorney	300,144	7.66	285,011	7.72
Circuit Clerk	234,260	5.98	227,970	6.17
Probation	234,457	5.98	208,977	5.66
Public Defender	64,957	1.66	63,616	1.72
Jury	95,264	2.43	142,185	3.85
Sheriff	1,157,604	29.54	1,031,341	27.93
Emergency Services	46,139	1.18	36,801	1.00
Ambulance	31,312	.80	30,362	.82
Animal Control	10,747	.27	11,494	.31
Drug Task Force	40,781	1.03	39,021	1.07
Transfers and other	<u>(131,634)</u>	<u>(3.36)</u>	<u>-</u>	<u>-</u>
	<u>\$ 3,918,921</u>	<u>100.00%</u>	<u>\$ 3,692,697</u>	<u>\$ 100.00%</u>
Excess (deficiency) of revenues over expenditures	<u>\$ (64,953)</u>		<u>\$ 374,168</u>	
Fund Balance	<u>\$ 3,037,188</u>		<u>\$ 3,102,141</u>	

MONTGOMERY COUNTY, ILLINOIS

Selected Financial Information
November 30, 2001

8007

3 PAGE 139

Public Health

	2001		2000	
Revenues:				
Taxes	\$ 238,671	10.31%	\$ 247,898	12.58%
Fees and miscellaneous	448,733	19.38	314,602	15.96
Intergovernmental	1,578,846	68.19	1,374,409	69.74
Interest	49,276	2.12	33,832	1.72
	\$ 2,315,526	100.00%	\$ 1,970,741	100.00%
Expenditures	\$ 2,083,702		\$ 1,709,446	

County Highway

Revenues	\$ 1,895,092		\$ 2,246,341	
Expenditures	2,229,995		1,686,764	
	\$ (334,903)		\$ 559,577	

RESOLUTION 02-06

A RESOLUTION TO ADOPT A FIVE YEAR SOLID WASTE RECYCLING ACT PLAN UPDATE

WHEREAS Montgomery County adopted a Twenty Year Solid Waste Management Plan in 1994 as required by Illinois State Law in the Illinois Compiled Statutes, Chapter 415, Sections 15/1 et. seq., commonly known as the "Solid Waste Planning and Recycling Act"; and

WHEREAS that the Solid Waste Planning and Recycling Act requires that Montgomery County adopt a Five Year Municipal Waste Management Plan Update in the Illinois Compiled Statutes, Chapter 415, Section 15/5 (e); and

WHEREAS that the Montgomery County Solid Waste Department has prepared a Five Year Municipal Waste Management Plan Update which has been reviewed by the Illinois Environmental Protection Agency and found to be in compliance with the Solid Waste Planning and Recycling Act;

THEREFORE, BE IT RESOLVED that Montgomery County, in order to be in compliance with Illinois State Law and to encourage the conservation of our natural resources, hereby adopts the attached Five Year Municipal Waste Management Plan Update to the original Twenty Year Solid Waste Management Plan.

PASSED this 9th day of APRIL, 2002.

Mike A. Haver

CHAIRMAN MIKE HAVERA

Sandy Leitheiser

COUNTY CLERK SANDY LEITHEISER

**A RESOLUTION TO ADOPT AN AMENDMENT OF THE
CONSTITUTION OF THE UNITED STATES RESTORING REILGIOUS
FREEDOM**

WHEREAS, our Country was founded on the precepts of freedom, liberty, diversity and the right of people to acknowledge God according to the dictates of conscience; and

WHEREAS, neither the United States nor any State shall establish any official religion, but the people's right to pray and to recognize their religious beliefs, heritage and traditions on public property, including schools, shall not be infringed; and

WHEREAS, the United States and the States shall not compose school prayers, nor require any person to join in prayer or other religious activity; and

WHEREAS, the Montgomery County Board urges all cities and counties across the United States to join in an effort to reinstate prayer in the public schools by passing similar resolutions and uniting in a "grass-roots" movement for that purpose; and

NOW, THERFORE, BE IT RESOLVED, that the Montgomery County Board strongly supports House Joint Resolution 81 introduced in the 107th Congress, 1st Session on December 20, 2001.

PASSED this 9th day of April, 2002



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

BOOK

3 PAGE 142

JOINT RESOLUTION

WHEREAS, Christian County and Montgomery County in cooperation desire to construct improvements to the bridge and approaches on TR 2A located on the county line between said Counties that is further described as located near the Southwest Corner of Section 15, Township 11 North, Range 4 West of the Third Principal Meridian: (King Bridge #2).

THEREFORE, BE IT RESOLVED, AND IT IS HEREBY RESOLVED by the Montgomery County Board that Montgomery County in joint agreement with Christian County agrees to construct said improvement and shall fix the appropriate percentage of costs at 43.5% Montgomery County and 56.5% Christian County, based on the 2000 assessed valuation for each County.

STATE OF ILLINOIS)
COUNTY OF MONTGOMERY) ss

I, SANDY LEITHEISER, COUNTY CLERK in and for said County in the State of Illinois and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the County Board of Montgomery County at its regular meeting at Hillsboro, Illinois on May 14th, 2002.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro, in Montgomery County this 14th day of May, 2002.

Sandy Leithaiser
SANDY LEITHEISER, County Clerk

Total Project Cost = \$13,000.00
Montgomery County Share = \$ 5,655.00 (43.5%)
Christian County Share = \$ 7,345.00 (56.5%)

**ORDINANCE AUTHORIZING LEASE OF REAL ESTATE
(COAL RIGHTS) BY MONTGOMERY COUNTY, ILLINOIS**

Pursuant to authority set forth in Chapter 55, Section 5/5-1005 et seq. of the Illinois Compiled Statutes, as amended, there is established and ordained for Montgomery County, Illinois, an Ordinance Authorizing the Lease of Real Estate (Coal Rights) by Montgomery County, Illinois.

Whereas, pursuant to 55 Illinois Compiled Statutes 5/5-1005 et seq., specifically 5/5-1049.2, the county board may lease real estate acquired or held by the county for any term not exceeding 99 years and may lease the real estate when, in the opinion of the county board, the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the county.

Whereas, the county board is of the opinion and has determined that the real estate, specifically, the Coal Rights held or acquired by the county, as outlined and identified on the attached Exhibit - Legal Description of Montgomery County Coal Rights, is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the county and that it would be appropriate and in the best interest of said county to lease said real estate for a term not in excess of 99 years.

Whereas, the county board on April 9, 2002 authorized the Chairman of the County Board to enter a lease or other option agreement with regard to said coal rights, not exceeding two years, which agreement provides for the further extension of said option not exceeding an additional two years, and which further provides for the exercise of an option to lease said coal rights for a period not in excess of 99 years, and it is therefore determined to be in the best interest of Montgomery County, Illinois to authorize the lease of said real estate (coal rights) pursuant to the terms and conditions of said Option Agreement and Coal Lease, should the option provided therein be exercised.

THEREFORE be it hereby ordained and established that the county board of Montgomery County, Illinois may lease certain real estate, being coal rights, held or acquired by Montgomery County as provided above.

Adopted and approved by the following vote this 14th day of May, 2002.

AYES: 19 NAYS: 0 ABSTAIN: 0 ABSENT: 2

Mike A. Havera

Mike Havera
Chairman
Montgomery County Board

ATTEST

Sandy Leithiser
County Clerk

PRE-PAID VENDORS NEEDING PAYMENT PRIOR TO COUNTY BOARD DATE

ALL UTILITIES
AMEREN CIPS
ILLINOIS POWER
IL CONSOLIDATED TELEPHONE
CITY OF HILLSBORO
MCLEOD USA
VERIZON WIRELESS
MJM ELECTRIC
ARCH WIRELESS
CINGULAR WIRELESS

F I L E D
MAY 13 2002
Sandra Leitheiser COUNTY CLERK

POSTAGE
U.S. POST OFFICE
UPS
IL DEPT OF REVENUE - REVENUE STAMP REPLENISHMENT

COURT ORDERED EXPENSES
ATTORNEY FEES
CONDEMNATION
ESCHEATS
PETIT JURY - MILEAGE & PER DIEM

OTHER
FINAL TOUCH CLEANING
MONTGOMERY COUNTY RECORDER - MONTGOMERY CO. WATER CO. RECORDING FEES
STEWART SANITATION
LIQUOR COMMISSIONER
PROBATION FUNDS (496, 497, 498)
INHERITANCE TAX
PUBLIC BUILDING COMMISSION
CATERPILLAR FINANCIAL SERVICES - FORKLIFT RENTAL FOR RECYCLING CENTER.

PAYROLL
INSURANCE
SOCIAL SECURITY
IRS-941
DEDUCTION CHECKS
REIMBURSE SALARIES
CENTRAL LABORER'S PENSION, WELFARE & ANNUITY FUNDS
RETIREE INSURANCE PLAN

DISCLAIMER
LIST MAY INCLUDE ANY UNFORESEEN EXPENSE FOR WHICH OFFICE HOLDER DETERMINES IS REQUIRED FOR DAILY COUNTY OPERATIONS AND RECEIVES VERBAL AND/OR WRITTEN APPROVAL FROM COUNTY BOARD COMMITTEE CHAIRPERSON.

DATED MAY 13, 2002

Ron Jenkins
RON JENKINS
MONTGOMERY COUNTY TREASURER

Dorothy Hunt
DOROTHY HUNT
ASSISTANT COUNTY TREASURER

Sandy Leitheiser
SANDY LEITHEISER
MONTGOMERY COUNTY CLERK & RECORDER

Elaine Goodwin
ELAINE GOODWIN
ACCOUNTS PAYABLE DEPT. HEAD

RESOLUTION NO. 02-09

WHEREAS, pursuant to Section 21-90 of the Illinois Property Tax Code (35 ILCS 200/21-90), the County Board of Montgomery County, Illinois, has undertaken a Delinquent Tax Program for the purposes of:

- (1) bringing about the recovery of delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and,
- (2) in the case of property to which the County of Montgomery, as Trustee, ultimately takes a Tax Deed pursuant to the Revenue Act, it will aid in the expeditious transfer of ownership and the return of that property to a tax paying status.

WHEREAS, pursuant to this program the County of Montgomery has acquired an interest in the following described real estate:

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Parcel Index # 05-000-942-00

as described in Certificate No. 46 sold February 10, 1997.

WHEREAS, a public auction was held March 27, 2002, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest of the above described real estate. Proceeds from sale shall be paid to the Treasurer of Montgomery County, Illinois, and to be distributed according to law.

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 14th day of May, 2002.

Mike A. Jones

CHAIRMAN

ATTEST:

Sandy Smith
Clerk of the Board

BOOK

3 146

Permanent Index No.: 05-000-942-00

**ATTACHMENT
LEGAL DESCRIPTION**

Part of the Northwest Quarter (NW 1/4) of Section Twenty-six (26), Township Eight (8) North, Range Two (2) West of the Third Principal Meridian, described as follows: Commencing at a point 200 feet south and 300 feet west of the southeast corner of Block No. 3 of the Original Town of Fillmore, thence South 150 feet; thence West 140 feet; thence North 150 feet; thence East 140 feet to the place of beginning, situated in Montgomery County, Illinois.

RESOLUTION NO. 02-10

WHEREAS, pursuant to Section 21-90 of the Illinois Property Tax Code (35 ILCS 200/21-90), the County Board of Montgomery County, Illinois, has undertaken a Delinquent Tax Program for the purposes of:

- (1) bringing about the recovery of delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and,
- (2) in the case of property to which the County of Montgomery, as Trustee, ultimately takes a Tax Deed pursuant to the Revenue Act, it will aid in the expeditious transfer of ownership and the return of that property to a tax paying status.

WHEREAS, pursuant to this program the County of Montgomery has acquired an interest in the following described real estate:

Lots One (1) and Two (2) in Block Three (3) in the Original Town (now Village) of Chapman, situated in the Village of Chapman, Montgomery County, Illinois.

Parcel Index # 05-000-963-00

as described in Certificate No. 56 sold October 26, 1998.

WHEREAS, a public auction was held March 27, 2002, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest of the above described real estate. Proceeds from sale shall be paid to the Treasurer of Montgomery County, Illinois, and to be distributed according to law.

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 14th day of May, 2002.

Mike A. Owens
CHAIRMAN

ATTEST
Sandy Leith
Clerk of the Board

RESOLUTION NO. 02-11

WHEREAS, pursuant to Section 21-90 of the Illinois Property Tax Code (35 ILCS 200/21-90), the County Board of Montgomery County, Illinois, has undertaken a Delinquent Tax Program for the purposes of:

- (1) bringing about the recovery of delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and,
- (2) in the case of property to which the County of Montgomery, as Trustee, ultimately takes a Tax Deed pursuant to the Revenue Act, it will aid in the expeditious transfer of ownership and the return of that property to a tax paying status.

WHEREAS, pursuant to this program the County of Montgomery has acquired an interest in the following described real estate:

Lot Eight (8), excepting therefrom the Southeasterly Thirty (30) feet, in Block Twenty (20) of the Original Town of Harvel, now Village of Harvel, situated in the Village of Harvel, Montgomery County, Illinois.

Parcel Index # 07-000-254-00

as described in Certificate No. 73 sold October 26, 1998.

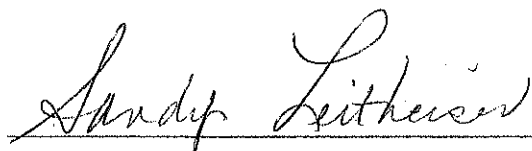
WHEREAS, a public auction was held March 27, 2002, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest of the above described real estate. Proceeds from sale shall be paid to the Treasurer of Montgomery County, Illinois, and to be distributed according to law.

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 14th day of May, 2002.


CHAIRMAN

ATTEST:


Clerk of the Board

Clerk of the Board

RESOLUTION NO. 02-12

WHEREAS, pursuant to Section 21-90 of the Illinois Property Tax Code (35 ILCS 200/21-90), the County Board of Montgomery County, Illinois, has undertaken a Delinquent Tax Program for the purposes of:

- (1) bringing about the recovery of delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and,
- (2) in the case of property to which the County of Montgomery, as Trustee, ultimately takes a Tax Deed pursuant to the Revenue Act, it will aid in the expeditious transfer of ownership and the return of that property to a tax paying status.

WHEREAS, pursuant to this program the County of Montgomery has acquired an interest in the following described real estate:

Lot Eighty-five (85) in I.W. Brown's Addition to Taylor Springs, situated in Montgomery County, Illinois.

Parcel Index # 08-104-143-00

as described in Certificate No. 92 sold October 26, 1998.

WHEREAS, a public auction was held March 27, 2002, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest of the above described real estate. Proceeds from sale shall be paid to the Treasurer of Montgomery County, Illinois, and to be distributed according to law.

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 14th day of May, 2002.



CHAIRMAN

ATTEST:



Clerk of the Board

RESOLUTION NO. 02-13

WHEREAS, pursuant to Section 21-90 of the Illinois Property Tax Code (35 ILCS 200/21-90), the County Board of Montgomery County, Illinois, has undertaken a Delinquent Tax Program for the purposes of:

- (1) bringing about the recovery of delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and,
- (2) in the case of property to which the County of Montgomery, as Trustee, ultimately takes a Tax Deed pursuant to the Revenue Act, it will aid in the expeditious transfer of ownership and the return of that property to a tax paying status.

WHEREAS, pursuant to this program the County of Montgomery has acquired an interest in the following described real estate:

Lot Three (3) in Zepp's Subdivision of Blocks Sixty-one (61), Sixty-two (62), and Seventy-five (75) of P.C. Huggins and Trustees of J.R. Stanford's Addition and Outlots to Nokomis Illinois, situated in the City of Nokomis, Montgomery County, Illinois.

Parcel Index # 10-002-047-00

as described in Certificate No. 174 sold October 26, 1998.

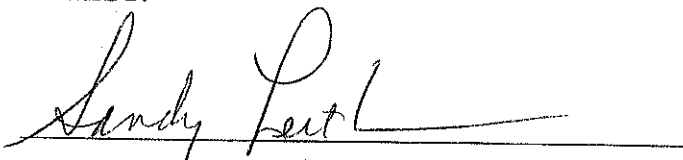
WHEREAS, a public auction was held March 27, 2002, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest of the above described real estate. Proceeds from sale shall be paid to the Treasurer of Montgomery County, Illinois, and to be distributed according to law.

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 14th day of May, 2002.


CHAIRMAN

ATTEST:


Clerk of the Board

RESOLUTION NO. 02-14

WHEREAS, pursuant to Section 21-90 of the Illinois Property Tax Code (35 ILCS 200/21-90), the County Board of Montgomery County, Illinois, has undertaken a Delinquent Tax Program for the purposes of:

- (1) bringing about the recovery of delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and,
- (2) in the case of property to which the County of Montgomery, as Trustee, ultimately takes a Tax Deed pursuant to the Revenue Act, it will aid in the expeditious transfer of ownership and the return of that property to a tax paying status.

WHEREAS, pursuant to this program the County of Montgomery has acquired an interest in the following described real estate:

Lot Nine (9) in Block (7) of Hood and Miller's Addition to the Town, now City of Litchfield, situated in the City of Litchfield, Montgomery County, Illinois

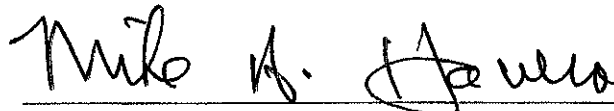
Parcel Index # 16-001-599-00

as described in Certificate No. 300 sold October 26, 1998.

WHEREAS, a public auction was held March 27, 2002, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest of the above described real estate. Proceeds from sale shall be paid to the Treasurer of Montgomery County, Illinois, and to be distributed according to law.

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 14th day of May, 2002.



CHAIRMAN

ATTEST:



Clerk of the Board

RESOLUTION NO. 02-15

WHEREAS, pursuant to Section 21-90 of the Illinois Property Tax Code (35 ILCS 200/21-90), the County Board of Montgomery County, Illinois, has undertaken a Delinquent Tax Program for the purposes of:

- (1) bringing about the recovery of delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and,
- (2) in the case of property to which the County of Montgomery, as Trustee, ultimately takes a Tax Deed pursuant to the Revenue Act, it will aid in the expeditious transfer of ownership and the return of that property to a tax paying status.

WHEREAS, pursuant to this program the County of Montgomery has acquired an interest in the following described real estate:

Lot Eighty-five (85) in Bourquin's Addition to the City of Nokomis, situated in the City of Nokomis, Montgomery county Illinois

Parcel Index # 10-001-082-00

as described in Certificate No. 183 sold October 31, 1994.

WHEREAS, a public auction was held March 27, 2002, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.


NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest of the above described real estate. Proceeds from sale shall be paid to the Treasurer of Montgomery County, Illinois, and to be distributed according to law.

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 14th day of May, 2002.

Mike A. Powers
CHAIRMAN

ATTEST:

Sandy Leth
Clerk of the Board

Agency Montgomery County	 <p>Illinois Department of Transportation Local Agency Agreement for Federal Participation</p>	Section 01-00118-00-RS Fund Type STR & TARP <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%;">State Contract XXX</td> <td style="width:25%;">Day Labor</td> <td style="width:25%;">Local Contract</td> <td style="width:25%;">RR Force Account</td> </tr> </table>	State Contract XXX	Day Labor	Local Contract	RR Force Account
State Contract XXX	Day Labor	Local Contract	RR Force Account			

Agreement is made and entered into between the above local agency (LA) and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the United States Federal Highway Administration hereinafter referred to as FHWA.

Location

Name Burg Road CH-7 Route FAS 723 Length 5.582

Location Fas 723 from ILL 185 to CH 8 in Fillmore.

Local Agency Jurisdiction Montgomery County

Project Description

Existing Str. No. NA

Project Description Resurfacing and resurfacing with bituminous concrete, aggregate shoulders, drainage structure extension, ditch shaping, and other miscellaneous work.

Type of Work	*Division of Cost		*Division of Cost		*Division of Cost		Total
	FHWA	%	State	%	LA	%	
Participating Construction	()	()	()	()	()	()	
Non-Participating Construction	()	()	()	()	()	()	
Primary Engineering	()	()	()	()	()	()	
Construction Engineering	()	()	()	()	()	()	
Right-of-Way	()	()	()	()	()	()	
Materials	()	()	()	()	()	()	
Other	()	()	()	()	()	()	
Total	\$ _____		\$ _____		\$ _____		\$ _____

Note: The above costs are approximate and subject to change. The final LA share is dependent upon the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement. If funding is not a percentage of the total project cost, place an asterisk in the space provided for the percentage and explain below. The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.
 See attached Addendum #2 for the division of cost.

Local Agency Appropriation

In execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and any additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

Method A---Lump Sum (95% of LA Obligation) _____
 Method B--- Monthly Payments of _____
 Method C---LA's Share Balance _____ divided by estimated total cost multiplied by actual progress payment.
 (See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
217-02	SR-723(108)				

7/11/02

Agreement Provisions

THE LOCAL AGENCY AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accorded by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or a portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contractor shall be available for review and audit by the Auditor General and the department; and the LOCAL AGENCY agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purpose of disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA;
- (10) (STATE Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 95% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specific amount each month for an estimated period of months, or until 95% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.

Local Agency
Montgomery County

Section
01-00118-00-RS

And certifies to the best of its knowledge and belief its officials:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (15) To include the certifications, listed in item 14 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (16) (STATE Contracts) That execution of this agreement constitutes the LOCAL AGENCY's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (17) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LOCAL AGENCY's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - (c) The LOCAL AGENCY shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (18) To regulate parking and traffic in accordance with the approved project report.
- (19) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (20) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (STATE Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (LOCAL Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
 - (a) To reimburse the LOCAL AGENCY for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LOCAL AGENCY.
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

Local Agency Montgomery County	Section 01-00118-00-RS
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IT IS MUTUALLY AGREED:

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LOCAL AGENCY, the LOCAL AGENCY shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LOCAL AGENCY shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LOCAL AGENCY's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LOCAL AGENCY DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LOCAL AGENCY, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map #2 Division of Cost, #3 Truck Access Program, #4 Truck Access Resolution.

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

APPROVED

Name Mike Havera

Title County Board Chairman
County Board Chairperson/Mayor/Village President/etc.

Signature *Mike A. Havera*

Date 6/11/02

APPROVED

State of Illinois
Department of Transportation

By _____
Director of Highways

Date _____

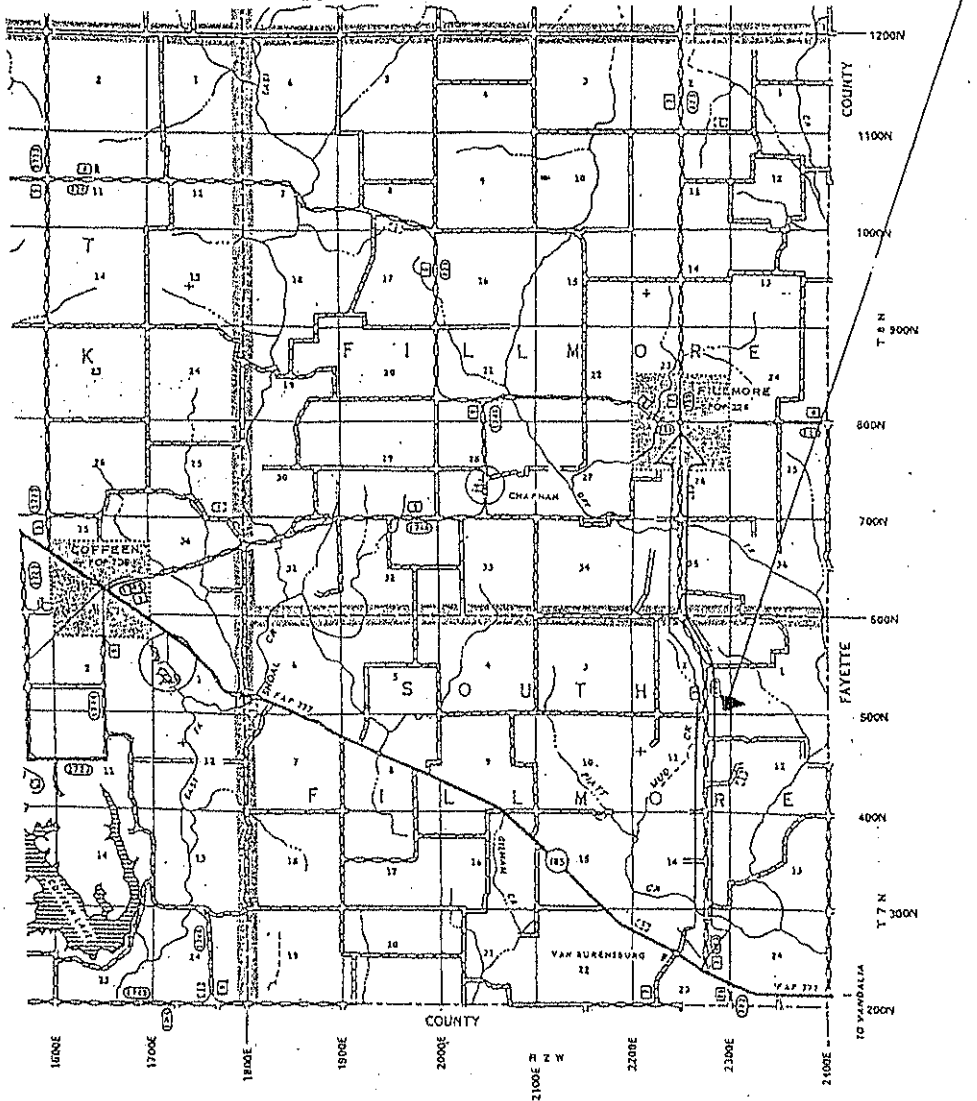
NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Local Agency Montgomery County
Section 01-00118-00-RS

HOOPER

LOCATION MAP

PROJECT LOCATION



MONTGOMERY COUNTY
 SECTION 01-00118-00-RS
 FAS-732 CH-7
 FILLMORE ROAD
 STR FUNDS

FY-03

ADDENDUM #2
DIVISION OF COST
 AGENCY: MONTGOMERY COUNTY
 SECTION: 01-00118-00-RS
 PROJECT: SR-723(108)
 JOB NO: C-96-217-02

	FEDERAL STR FUNDS	80,000 LB TRUCK ACCESS ROAD PROGRAM	COUNTY FUNDS	TOTAL
CONTRACT CONSTRUCTION	\$1,250,080 (80%)	\$349,920 (L SUM)	\$0 (Bal)	\$1,600,000
TOTAL	----- \$ 1,250,800 (Note 2)	----- \$ 349,920 (Note 1)	----- \$ BAL (Note 3)	----- \$ 1,600,000

NOTES :

- 1) 80,000 LB Truck Access Road Program funds (TAP) are a Lump Sum NOT TO EXCEED \$ 349,920 or 50% of the total project cost to be credited to the project first.
- 2) Federal STR Funds at 80% of total participating construction costs, second.
- 3) Any remaining balance shall be the responsibility of Montgomery County, either through their own funds or Motor Fuel Tax funds allotted to the COUNTY.

Addendum No. 3

BE IT MUTUALLY AGREED that the following additional provisions are included in the agreement.

Under THE LOCAL AGENCY AGREES:

- 21) To pass an ordinance/resolution clearly defining the limits of the proposed truck route along with identifying the class of 80,000 pound truck route. A copy of said ordinance/resolution is attached hereto and made a part hereof. Such truck route shall be properly signed in accordance with the Illinois Manual of Uniform Traffic Control Devices. Cost of signing to be included in the cost of the project.

Under IT IS MUTUALLY AGREED:

- 6) The estimated cost of this project is \$ 1,600,000 which includes ONE intersections and 11.164 lane miles of roadway improvement that are eligible for funding under the Truck Access Road Program. Based on the estimate, it is mutually agreed the State's share of the project under the Truck Access Road Program shall be a lump sum amount of \$ 349,920 or 50% of the final construction cost, whichever is the lesser. The Truck Access Road funds will be credited against the project cost as shown in the Division of Cost.

State of Illinois }
 }
 } SS
Montgomery County }

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION #14-02**

80,000 LB. TRUCK ACCESS RESOLUTION

WHEREAS, the Montgomery County Board desires to improve the Burg Road C.H. #7, Section 01-00118-00-RS (FAS 723)(Length 5.582 Miles). FAS 723 from Illinois 185 to C.H. #8 in Fillmore.

WHEREAS, funds are now available and plans are prepared for this work.

WHEREAS, funding is now available from Truck Access Route Program to assist the construction of designated 80,000 pound truck routes.

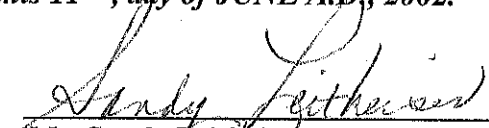
NOW THEREFORE BE IT RESOLVED, that C.H. #7 FAS 723 from Illinois 185 to C.H. #8 in Fillmore is designated as a Class III Highway. Such designation shall become effective for the section of said highway as soon as that section is improved to sustain 80,000 pound load limits.

BE IT FURTHER RESOLVED, that the County Engineer is directed to sign said sections in accordance with the Illinois Manual on Uniform Traffic Control Devices.

I, SANDY LEITHEISER, County Clerk in and for said County in the State of Illinois and keeper of the records and files thereof, as provided by statute do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their meeting at Hillsboro, Illinois on this 11TH day of JUNE A.D., 2002.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro, Illinois in said County this 11TH, day of JUNE A.D., 2002.

(seal)



Ms. Sandy Leithaiser, Montgomery County Clerk

**Montgomery County Highway Department
Resolution #14-02**

RESOLUTION

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Judicial Districts containing less than 3,000,000 inhabitants; and,

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act", 725 ILCS 210/1 et. seq., as amended; and,

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives county approval and support from within the respective Judicial Districts eligible to apply; and,

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and,

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor and the Illinois General Assembly have reviewed and approved a budget for Fiscal Year 2002, which funds will provide for the continued operation of the Office of the State's Attorneys Appellate Prosecutor.

NOW, THEREFORE, BE IT RESOLVED that the Montgomery County Board, in regular session, this 11TH day of JUNE, 2002 does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorneys of this county in the appeal of all cases, when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the State's Attorney's duties under the Illinois Public Labor Relations Act, including negotiations thereunder, as well as in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED that the Litigation Assistance Agreement entered into between the County and the Office of the State's Attorneys Appellate Prosecutor pursuant to 725 ILCS 210/4.07 is hereby approved in its entirety and incorporated in this Resolution.

BE IT FURTHER RESOLVED that the Montgomery County Board hereby agrees to participate in the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2002, commencing December 1, 2001, and ending November 30, 2002, by hereby appropriating the sum of \$11,000.00 for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the 2002 Fiscal Year.

Passed and adopted by the County Board of Montgomery County, Illinois, this
11th day of JUNE 2002

ATTEST:

Sandy Lethers
County Clerk

Mike A. Geneva
Chairman

LITIGATION ASSISTANCE AGREEMENT

The Office of the State's Attorneys Appellate Prosecutor, and the County of MONTGOMERY, Illinois, the parties herein, in consideration of their mutual interest and needs, and upon mutually FINDING:

That the powers of the Office of the State's Attorneys Appellate Prosecutor include the power to enter into agreements with any Illinois county and to expend services from any public source, as provided by Section 4.07 of the State's Attorneys Appellate Prosecutor's Act, 725 ILCS 210/4.07; and,

That from time to time the State's Attorney of said County may require the assistance in the circuit court of an Assistant State's Attorney knowledgeable in both trial and appellate matters; and,

That from time to time due to absence, disability, conflict of interest or the appearance thereof, or otherwise in the interest of justice, the State's Attorney may find it necessary or prudent to request the Court to appoint a Special Prosecutor to act in his or her stead; and,

That the Office of the State's Attorneys Appellate Prosecutor is committed to facilitating effective and error free prosecution at trial as an essential component of exercising its statutory authority pursuant to Section 4.01 of the Act on behalf of State's Attorneys on appeal; and,

That the Office of the State's Attorneys Appellate Prosecutor is prepared, when appropriate, to permit attorneys employed by the Office to act in the capacity of Special Assistant State's Attorney or Special Prosecutor without additional fee or compensation by the County where such attorneys are so appointed by a Court of competent jurisdiction.

NOW THEREFORE, the parties hereto, in consideration of the contributions made by the County to the Office of the State's Attorneys Appellate Prosecutor pursuant to 725 ILCS 210/9 et seq., and in consideration of their respective and mutual interests and obligations above stated, hereby AGREE, pursuant to the authority granted in 725 ILCS 210/4.07, that:

1. The State's Attorney may, in his or her discretion, appoint as Special Assistant State's Attorney an attorney or attorneys employed by the Office of the State's Attorneys Appellate Prosecutor to assist the State's Attorney in the prosecution of any matter within the State's Attorney's authority, and that upon such appointment as Special Assistant State's Attorney by the Court, each such attorney shall serve without compensation by the County other than for necessary expenses; and,

2. The State's Attorney may, where in his or her considered opinion the circumstances warrant such action, request the Court regarding any matter under investigation, filed, or pending, to appoint an attorney or attorneys employed by the Office of the State's Attorneys Appellate Prosecutor as Special Prosecutor(s) in lieu of the State's Attorney, to investigate or prosecute any matter that would otherwise be within the State's Attorney's authority, and that upon acceptance of such appointment, said attorney or attorneys shall serve without compensation by the County other than for necessary expenses.

Date: 6/11/02

Mike A. Hawes
Chairman of County Board

State's Attorneys Appellate Prosecutor

By: Norbert J. Goetten

Director Norbert J. Goetten

Attest: Sandy Lethbrun

County Clerk

ORDINANCE # 02-16

ORDINANCE ESTABLISHING PREVAILING WAGE RATES

WHEREAS, the State of Illinois has enacted, "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City, or any public body or any political subdivision or by anyone under contract for public works", approved June 26, 1941, codified as amended, 820 ILCS 130/1 et seq. (1993), formerly Illinois Revised Statutes, Chapter 48, par. 39e-1 et seq., and

WHEREAS, the aforesaid Act requires that the Board of Trustees of Montgomery County Board investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of Montgomery County Board employed in performing construction of public works, for said Board of Trustees.

NOW THEREFORE, BE IT ORDAINED BY

Montgomery County Board:

SECTION 1: To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by State, County, City or any public body or political subdivision or any one under contract for public works," approved June 26th, 1941 as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Board of Trustees is hereby ascertained to be the same as prevailing rate of wages for construction work in the Montgomery County area as determined by the Department of Labor of the State of Illinois as of June 2002 a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by the Board of Trustees. The definition of any terms appearing in this ordinance which are also used in aforesaid Act shall be the same as in said Act.

SECTION 2: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the Board of Trustees to the extent required by the aforesaid Act.

SECTION 3: The Board of Trustees shall publicly post or keep available for inspection by any interested party in the main office of the Board of Trustees this determination or any revisions of such prevailing rate of wage. A copy of this determination or the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

SECTION 4: The Board of Trustees shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and particular class of workers whose wages will be affected by such rates.

SECTION 5: The Board of Trustees shall promptly file a certified copy of this Ordinance with BOTH the Secretary of State Index Division and the Department of Labor of the State of Illinois.

SECTION 6: The Board of Trustees shall cause to be published in a newspaper of general circulation within the area a notice of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

ADOPTED this 11th day of June, 2002.

APPROVED:

Mike W. Hansen

CHIEF PRESIDING OFFICER

ATTEST:

Sandy Leithner
SECRETARY/CLERK

Montgomery County Prevailing Wage for June 2002

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		21.000	21.350	1.5	1.5	2.0	0.000	3.100	0.000	0.250
ASBESTOS ABT-MEC		BLD		24.010	25.010	1.5	1.5	2.0	2.920	4.320	0.000	0.000
BOILERMAKER		BLD		25.000	27.500	1.5	1.5	2.0	3.800	7.840	0.000	0.150
BRICK MASON		BLD		22.470	23.470	1.5	1.5	2.0	3.400	5.600	2.000	0.375
CARPENTER	N	BLD		22.630	24.380	1.5	1.5	2.0	4.300	5.730	0.000	0.250
CARPENTER	N	HWY		22.800	24.550	1.5	1.5	2.0	4.300	5.750	0.000	0.250
CARPENTER	S	BLD		21.860	23.610	1.5	1.5	2.0	4.300	6.500	0.000	0.250
CARPENTER	S	HWY		22.050	23.800	1.5	1.5	2.0	4.300	6.500	0.000	0.250
CEMENT MASON		ALL		23.600	24.100	1.5	1.5	2.0	4.450	5.750	0.000	0.100
ELECTRIC PWR EQMT OP	NE	ALL		25.690	29.530	1.5	1.5	2.0	2.200	6.420	0.000	0.000
ELECTRIC PWR EQMT OP	SW	ALL		25.570	32.380	1.5	2.0	2.0	4.110	6.390	0.000	0.000
ELECTRIC PWR GRNDMAN	NE	ALL		17.250	29.530	1.5	1.5	2.0	2.200	4.320	0.000	0.000
ELECTRIC PWR GRNDMAN	SW	ALL		19.090	32.380	1.5	2.0	2.0	3.070	4.770	0.000	0.000
ELECTRIC PWR LINEMAN	NE	ALL		27.670	29.530	1.5	1.5	2.0	2.200	6.920	0.000	0.000
ELECTRIC PWR LINEMAN	SW	ALL		29.390	32.380	1.5	2.0	2.0	4.730	7.350	0.000	0.000
ELECTRIC PWR TRK DRV	NE	ALL		18.160	29.530	1.5	1.5	2.0	2.200	4.540	0.000	0.000
ELECTRIC PWR TRK DRV	SW	ALL		20.870	32.380	1.5	2.0	2.0	3.360	5.220	0.000	0.000
ELECTRICIAN	E	BLD		26.600	29.260	1.5	1.5	2.0	3.200	4.000	0.000	0.400
ELECTRICIAN	NW	BLD		27.870	29.870	1.5	1.5	2.0	3.650	3.740	0.000	0.150
ELECTRICIAN	SW	ALL		27.840	29.510	1.5	1.5	2.0	4.040	4.870	0.000	0.420
ELECTRONIC SYS TECH	E	BLD		19.800	20.300	1.5	1.5	2.0	2.800	0.590	0.000	0.000
ELECTRONIC SYS TECH	W	BLD		25.470	27.000	1.5	1.5	2.0	7.640	0.760	0.000	0.000
ELEVATOR CONSTRUCTOR		BLD		28.655	32.235	2.0	2.0	2.0	4.425	2.610	1.720	0.000
GLAZIER		BLD		25.430	0.000	1.5	2.0	2.0	0.000	2.750	0.000	0.000
HT/FROST INSULATOR		BLD		27.910	28.910	1.5	1.5	2.0	3.000	6.240	0.000	0.000
IRON WORKER	N	BLD		22.880	24.380	1.5	1.5	2.0	3.420	7.100	0.000	0.250
IRON WORKER	N	HWY		22.880	24.130	1.5	1.5	2.0	3.420	7.100	0.000	0.250
IRON WORKER	S	ALL		22.770	24.270	1.5	1.5	2.0	3.480	7.800	0.000	0.380
LABORER		ALL		21.000	21.350	1.5	1.5	2.0	2.700	5.700	0.000	0.250
LATHER		BLD		22.630	24.380	1.5	1.5	2.0	4.300	5.730	0.000	0.250
MACHINIST		BLD		30.610	32.360	2.0	2.0	2.0	3.200	2.600	2.110	0.000
MILLWRIGHT		BLD		24.400	26.150	1.5	1.5	2.0	3.250	5.470	0.000	0.250
MILLWRIGHT		HWY		19.270	20.520	1.5	1.5	2.0	2.800	3.000	0.000	0.000
OPERATING ENGINEER		ALL	1	23.900	25.030	1.5	1.5	2.0	4.200	7.750	0.000	1.000
OPERATING ENGINEER		ALL	2	22.770	25.030	1.5	1.5	2.0	4.200	7.750	0.000	1.000
OPERATING ENGINEER		ALL	3	18.490	25.030	1.5	1.5	2.0	4.200	7.750	0.000	1.000
OPERATING ENGINEER		ALL	4	18.350	25.030	1.5	1.5	2.0	4.200	7.750	0.000	1.000
OPERATING ENGINEER		ALL	5	18.020	25.030	1.5	1.5	2.0	4.200	7.750	0.000	1.000
OPERATING ENGINEER		ALL	6	24.450	25.030	1.5	1.5	2.0	4.200	7.750	0.000	1.000
OPERATING ENGINEER		ALL	7	24.750	25.030	1.5	1.5	2.0	4.200	7.750	0.000	1.000
OPERATING ENGINEER		ALL	8	25.030	25.030	1.5	1.5	2.0	4.200	7.750	0.000	1.000
PAINTER		BLD		22.250	22.750	1.5	1.5	2.0	2.700	4.300	0.000	0.350
PAINTER		HWY		23.450	23.950	1.5	1.5	2.0	2.700	4.300	0.000	0.350
PAINTER OVER 30FT		BLD		24.250	24.750	1.5	1.5	2.0	2.700	4.300	0.000	0.350
PAINTER PWR EQMT		BLD		24.250	24.750	1.5	1.5	2.0	2.700	4.300	0.000	0.350
PAINTER PWR EQMT		HWY		25.450	25.950	1.5	1.5	2.0	2.700	4.300	0.000	0.350
PILEDRIVER	N	BLD		23.130	24.880	1.5	1.5	2.0	4.300	5.730	0.000	0.250
PILEDRIVER	N	HWY		23.300	25.050	1.5	1.5	2.0	4.300	5.750	0.000	0.250
PILEDRIVER	S	BLD		22.360	24.110	1.5	1.5	2.0	4.300	6.500	0.000	0.250
PILEDRIVER	S	HWY		22.550	24.300	1.5	1.5	2.0	4.300	6.500	0.000	0.250
PIPEFITTER	NE	BLD		27.800	29.300	1.5	1.5	2.0	3.550	3.150	0.000	0.350
PIPEFITTER	SW	BLD		27.450	28.700	1.5	1.5	2.0	2.050	3.650	0.000	0.000
PLASTERER		BLD		23.050	24.050	1.5	1.5	2.0	4.450	5.750	0.000	0.200
PLUMBER	NE	BLD		27.800	29.300	1.5	1.5	2.0	3.550	3.150	0.000	0.350

PLUMBER	SW BLD	28.500	29.750	2.0	2.0	2.0	3.000	3.650	0.000	0.000
ROOFER	BLD	21.950	23.700	1.5	1.5	2.0	2.700	5.000	0.000	0.100
SHEETMETAL WORKER	ALL	25.200	26.200	1.5	1.5	2.0	3.550	3.270	1.510	0.040
SPRINKLER FITTER	BLD	29.040	30.540	1.5	1.5	2.0	3.400	2.900	0.000	0.150
TELECOM WORKER	ALL	21.900	23.400	1.5	1.5	2.0	3.000	2.650	1.430	0.000
TERRAZZO MASON	BLD	23.300	23.650	1.5	1.5	2.0	0.000	2.400	0.000	0.000
TRUCK DRIVER	ALL 1	23.340	0.000	1.5	1.5	2.0	4.360	2.225	0.000	0.000
TRUCK DRIVER	ALL 2	23.740	0.000	1.5	1.5	2.0	4.360	2.225	0.000	0.000
TRUCK DRIVER	ALL 3	23.940	0.000	1.5	1.5	2.0	4.360	2.225	0.000	0.000
TRUCK DRIVER	ALL 4	24.190	0.000	1.5	1.5	2.0	4.360	2.225	0.000	0.000
TRUCK DRIVER	ALL 5	24.940	0.000	1.5	1.5	2.0	4.360	2.225	0.000	0.000
TRUCK DRIVER	O&C 1	18.670	0.000	1.5	1.5	2.0	4.360	2.225	0.000	0.000
TRUCK DRIVER	O&C 2	18.990	0.000	1.5	1.5	2.0	4.360	2.225	0.000	0.000
TRUCK DRIVER	O&C 3	19.150	0.000	1.5	1.5	2.0	4.360	2.225	0.000	0.000
TRUCK DRIVER	O&C 4	19.350	0.000	1.5	1.5	2.0	4.360	2.225	0.000	0.000
TRUCK DRIVER	O&C 5	19.950	0.000	1.5	1.5	2.0	4.360	2.225	0.000	0.000

Legend:

- M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)
- OSA (Overtime is required for every hour worked on Saturday)
- OSH (Overtime is required for every hour worked on Sunday and Holidays)
- H/W (Health & Welfare Insurance)
- Pensn (Pension)
- Vac (Vacation)
- Trng (Training)

Explanations

MONTGOMERY COUNTY

CARPENTERS AND PILEDRIVERS (NORTH) - The area north of Route 108, running east to Route 55, then north to Routes 48/127, east following Route 48 from Raymond to Harvel.

ELECTRICIANS (EAST) - Townships of Audubon, East Fork, Fillmore, Irving, Nikomis, Roundtree, South Fillmore and Witt.

ELECTRICIANS (NW) - Townships of Bois D'Arc, Pitman, and Harvel (Northern projection).

ELECTRICIANS (SW) - Townships of Zanesville, Raymond, North and South Litchfield, Butler Grove, Hillsboro, Walshville and Grishman.

ELECTRIC POWER LINEMAN, GROUNDMAN, EQUIPMENT OPERATOR, TRUCK DRIVER (NE) - Entire county except Butler Grove, Grisham, Hillsboro, North and South Litchfield, Raymond, Walshville, and Zanesville Townships.

IRONWORKERS (NORTH) - That part of the county north of a diagonal line through Taylor Springs and Chapman.

PLUMBERS & PIPEFITTERS (SW) - That part of the county South and West of Route 127.

ELECTRONIC SYSTEMS TECHNICIAN (WEST) - Townships of Zanesville, Raymond, North Litchfield, Butler Grove, South Litchfield, Hillsboro, Walshville and Grisham.

The following list is considered as those days for which holiday rates

of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

ELECTRONIC SYSTEMS ELECTRICIAN

Installing, assembling and maintaining sound and intercom, protection alarm (security), master antenna television, closed circuit television, computer hardware and software programming and installation to the network's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), door monitoring and control, nurse and emergency call programming and installation to the system's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), clock and timing; and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with the above systems. All work associated with these system installations will be included EXCEPT (1) installation of protective metallic conduit, excluding less than ten-foot runs strictly for protection of cable, and (2) 120 volt AC (or higher) power wiring and associated hardware.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY. Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface. This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material; and maintaining trucks at job site related to oil and chip resealing. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS

GROUP I. Cranes, Dragline, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, All Locomotives, Cable Ways, or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines or Backfiller, Cherrypickers, Overhead Cranes, Roller, Steam or Gas, Concrete Pavers, Excavators, Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than Derrick Type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (Two), Air Compressors (Two), Water Pumps regardless of size (Two), Welding Machines (Two), Siphons or Jets (Two), Winch Heads or Apparatuses (Two), Light Plants (Two), Waterblasters (two), All Tractors regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (One), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, all Operators (except those listed below).

GROUP II. Assistant Operators.

GROUP III. Air Compressors (One), Water Pumps, regardless of Size (One), Waterblasters (one), Welding Machine (One), Mixers (One Bag), Conveyor (One), Siphon or Jet (One), Light Plant (One), Heater (One), Immobile Track Air (One), and Self Propelled Walk-Behind Rollers.

GROUP IV. Asphalt Spreader Oilers, Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant Oiler, and Creter Crane Oiler (when required).

GROUP V. Oiler.

GROUP VI. Master Mechanics, Operators on equipment with Booms, including jibs, 100 feet and over, and less than 150 feet long.

GROUP VII. Operators on equipment with Booms, including jibs, 150 feet and over, and less than 200 feet long.

GROUP VIII. Operators on Equipment with Booms, including jibs, 200 feet and over; Tower Cranes; Whirlie Cranes; and Operator Foreman. Other Classifications of Work: For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If there is no such definition on file, the Bureau of Labor Statistics SIC list will be used. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. Further, if no such neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217/782/1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

STATE OF ILLINOIS)
) S.S.
COUNTY OF MONTGOMERY)

CERTIFICATION OF PREVAILING WAGE ORDINANCE

I, Sandy Leithaiser, DO HEREBY CERTIFY THAT I am the Clerk/Secretary in and for the Board of Trustees of Montgomery County Board; that the foregoing is a true and correct copy of an Ordinance duly passed by the Chairman and Board of Montgomery County Board being entitled: "AN ORDINANCE OF Montgomery County Board, Montgomery County, Illinois ASCERTAINING THE PREVAILING RATE OF WAGES FOR LABORERS, WORKMAN AND MECHANICS EMPLOYED ON PUBLIC WORKS OF SAID Montgomery County Board," at the regular meeting held on the 11th day of June, 2002, the ordinance being a part of the official records of said Montgomery County Board.

IN WITNESS WHEREOF, I hereunto affix my hand and official seal this 11th day of June, 2002.

(SEAL)

Sandy Leithaiser
Clerk/Secretary

ATTEST:

Mike A. Jensen
Chief Presiding Officer/ Title

**RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of GRISHAM has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of GRISHAM of Montgomery County has agreed to pay an amount of \$3,750.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
GRISHAM	971 B-CA,	See Attached Map	\$7,500.00

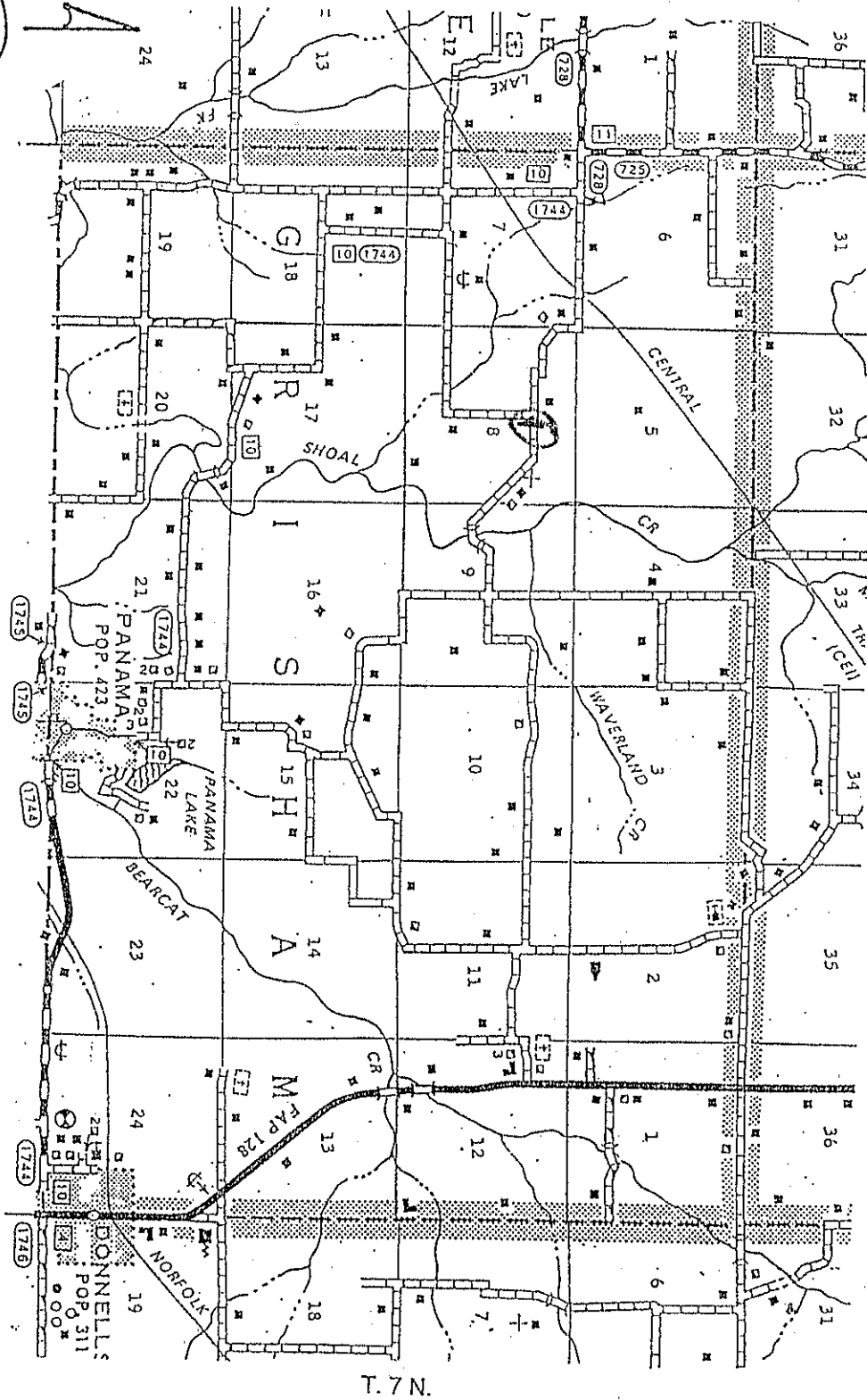
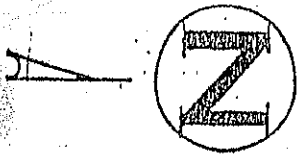
BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of July, AD, 2002.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of July, AD, 2002.


SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 50%
Grisham 50%



R. 4 W.

T. 7 N.

9. B-CA

GRISHAM R. D.
 R. 4 W., T. 7 N.

8007

3 PAGE 173

**JIM ROBERTS**

State's Attorney

Montgomery County Courthouse

120 North Main Street, Rm. 212

Hillsboro, Illinois 62049

(217) 532-9551

F I L E D
 JUL 5 2002

Sandra Leitheiser COUNTY CLERK

MEMORANDUM

TO: Sandy Leitheiser, County Clerk & Recorder; Ron Jenkins, Treasurer;
Julie Payne-Keifer; Supervisor of Assessments

FROM: Jim Roberts, Montgomery County State's Attorney

DATE: July 1, 2002

RE: Delinquent Tax parcel #03-000-465-38

Upon review of the documents you have provided me with regard to the apparent error of Montgomery County in including parcel #03-000-465-38 into property tax records of another, thereby resulting in a cloud upon the title of said subject parcel when said other parcel was subsequently sold for delinquent real estate taxes. I would be of the opinion that, because the error discovered was that of Montgomery County, it would be appropriate to:

1. Use Montgomery County funds to pay the outstanding 1998 delinquent real estate taxes owed to V. I. Inc. in the sum of \$132.30 as of 5/31/02 plus all accumulated interest and additional customary fees; and
2. Pay County Trustee Dennis Ballinger from Montgomery County funds his required fees to close out the 1999 and 2000 taxes owed; and
3. Remove the tract of land in question from the parcel in error (Dozier) and place it in the appropriate parcel (Miller) as soon as possible, to clear title prior to subsequent sale and/or purchase; and
4. Investigate the other two map numbers listed in this parcel and confirm their proper location within or without the "Dozier" parcel.

Please advise me if you need anything more in this regard.

JIM

RESOLUTION NO. 02-17

WHEREAS, pursuant to Section 21-90 of the Illinois Property Tax Code (35 ILCS 200/21-90), the County Board of Montgomery County, Illinois, has undertaken a Delinquent Tax Program for the purposes of:

(1) bringing about the recovery of delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and,

(2) in the case of property to which the County of Montgomery, as Trustee, ultimately takes a Tax Deed pursuant to the Revenue Act, it will aid in the expeditious transfer of ownership and the return of that property to a tax paying status.

WHEREAS, pursuant to this program the County of Montgomery has acquired an interest in the following described real estate:

Lots One (1) and Two (2) in Block Two (2) in the Original Town of Chapman, Montgomery County, Illinois

Parcel Index # 05-000-957-00

as described in Certificate No. 72 sold October 31, 1994.

WHEREAS, a public auction was held March 27, 2002, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest of the above described real estate. Proceeds from sale shall be paid to the Treasurer of Montgomery County, Illinois, and to be distributed according to law.

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 9th day of July, 2002.

Mike A. Owens

CHAIRMAN

ATTEST:

Andy Peterson

Clerk of the Board

RESOLUTION NO. 0218

WHEREAS, pursuant to Section 21-90 of the Illinois Property Tax Code (35 ILCS 200/21-90), the County Board of Montgomery County, Illinois, has undertaken a Delinquent Tax Program for the purposes of:

(1) bringing about the recovery of delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and,

(2) in the case of property to which the County of Montgomery, as Trustee, ultimately takes a Tax Deed pursuant to the Revenue Act, it will aid in the expeditious transfer of ownership and the return of that property to a tax paying status.

WHEREAS, pursuant to this program the County of Montgomery has acquired an interest in the following described real estate:

Lot Two Hundred Thirty-three (233) in Block Thirteen in the Original Town of Panama, situated in the Village of Panama, Montgomery County, Illinois.

Parcel Index # 06-000-764-00

as described in Certificate No. 66 sold October 26, 1998.

WHEREAS, a public auction was held March 27, 2002, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest of the above described real estate. Proceeds from sale shall be paid to the Treasurer of Montgomery County, Illinois, and to be distributed according to law.

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 9th day of July, 2002.

Milo A. Hauer
CHAIRMAN

ATTEST:

Sandy Leithers
Clerk of the Board

RESOLUTION NO. 02-19

WHEREAS, pursuant to Section 21-90 of the Illinois Property Tax Code (35 ILCS 200/21-90), the County Board of Montgomery County, Illinois, has undertaken a Delinquent Tax Program for the purposes of:

- (1) bringing about the recovery of delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and,
- (2) in the case of property to which the County of Montgomery, as Trustee, ultimately takes a Tax Deed pursuant to the Revenue Act, it will aid in the expeditious transfer of ownership and the return of that property to a tax paying status.

WHEREAS, pursuant to this program the County of Montgomery has acquired an interest in the following described real estate:

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Parcel Index # 05-000-524-00

as described in Certificate No. 55 sold October 26, 1998.

WHEREAS, a public auction was held March 27, 2002, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest of the above described real estate. Proceeds from sale shall be paid to the Treasurer of Montgomery County, Illinois, and to be distributed according to law.

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 9th day of July, 2002.

Mike A. Tower
CHAIRMAN

ATTEST:

Sandy Lutherser
Clerk of the Board

Permanent Index No.: 05-000-524-00

**ATTACHMENT
LEGAL DESCRIPTION**

1 acre West of 2 acres belonging to Victor Wright in the Northeast corner of the Northeast Quarter of the Southwest Quarter of Section 28, Township 8 North, Range 2 West of the Third Principal Meridian, said 1 acre lying West of and adjoining the foregoing described tract of land commencing at the North line of said quarter section and running South to the right of way of the Toledo, St. Louis and Western Railroad Company; said 2 acres belonging to Victor Wright being described as beginning at the Northeast corner of the Northeast Quarter of the Southwest Quarter of said Section 28, Township 8 North, Range 2 West of the Third Principal Meridian, thence West 382 feet; thence South about 288 feet to the North line of the right of way of the Toledo, St. Louis and Western Railroad Company; thence Eastwardly along said North line to the East line of said quarter Section; thence North 191 feet to the place of beginning; Montgomery County, Illinois.

PRE-PAID VENDORS NEEDING PAYMENT PRIOR TO COUNTY BOARD DATE

ALL UTILITIES

AMEREN CIPS
ILLINOIS POWER
IL CONSOLIDATED TELEPHONE
CITY OF HILLSBORO
MCLEOD USA
VERIZON WIRELESS
MJM ELECTRIC
ARCH WIRELESS
CINGULAR WIRELESS

POSTAGE

U.S. POST OFFICE
UPS
IL DEPT OF REVENUE - REVENUE STAMP REPLENISHMENT

COURT ORDERED EXPENSES

ATTORNEY FEES
CONDEMNATION
ESCHEATS
PETIT JURY - MILEAGE & PER DIEM

OTHER

FINAL TOUCH CLEANING
MONTGOMERY COUNTY RECORDER - MONTGOMERY CO. WATER CO. RECORDING FEES
STEWART SANITATION
LIQUOR COMMISSIONER
PROBATION FUNDS (496, 497, 498)
INHERITANCE TAX
PUBLIC BUILDING COMMISSION
CATERPILLAR FINANCIAL SERVICES - FORKLIFT RENTAL FOR RECYCLING CENTER.
X J.A.K.K. CONSULTING - ADDED JUNE 19, 2002
X TRANSFER AMONG COUNTY FUNDS - ADDED JUNE 19, 2002

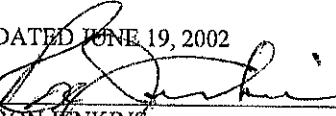
PAYROLL

INSURANCE
SOCIAL SECURITY
IRS-941
DEDUCTION CHECKS
REIMBURSE SALARIES
CENTRAL LABORER'S PENSION, WELFARE & ANNUITY FUNDS
RETIREE INSURANCE PLAN

DISCLAIMER

LIST MAY INCLUDE ANY UNFORESEEN EXPENSE FOR WHICH OFFICE HOLDER DETERMINES IS REQUIRED FOR DAILY COUNTY OPERATIONS AND RECEIVES VERBAL AND/OR WRITTEN APPROVAL FROM COUNTY BOARD COMMITTEE CHAIRPERSON.

DATED JUNE 19, 2002



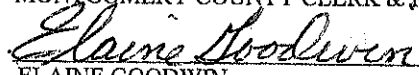
RON JENKINS
MONTGOMERY COUNTY TREASURER



DOROTHY HUNT
ASSISTANT COUNTY TREASURER



SANDY LEYTHEISER
MONTGOMERY COUNTY CLERK & RECORDER



ELAINE GOODWIN
ACCOUNTS PAYABLE DEPT. HEAD

Montgomery County Illinois
Geographic Information System
Expense and Revenue Projections

	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	Total
Expenses:												
Fly over - ortho files & GPS control	-	100,000	50,000	-	-	-	-	-	-	-	-	150,000
Parcel mapping GIS services	-	19,521	78,084	78,084	78,084	58,563	-	-	-	-	-	312,336
Soils for farmland assessments	-	-	28,456	28,456	28,456	28,456	-	-	-	-	-	113,824
Computer hardware	-	-	21,620	-	-	-	20,000	-	-	10,000	-	51,620
Computer software	-	-	18,000	-	-	-	6,000	-	-	3,000	-	27,000
Education and training	-	-	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	27,000
Consultant contract	-	-	15,000	25,000	25,000	20,000	-	-	-	-	-	85,000
Employee salary & benefits	-	-	-	-	-	25,000	35,000	40,000	45,000	48,000	52,000	245,000
Total Expenses	-	119,521	214,160	134,540	134,540	135,019	64,000	43,000	48,000	64,000	55,000	1,011,780
Revenues:												
GIS Fees (7,200 documents @ \$9 ea.)	10,800	64,800	64,800	64,800	64,800	64,800	64,800	64,800	64,800	64,800	64,800	658,800
Savings - in-house map maintenance	-	-	-	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	216,000
Municipalities	-	-	-	-	5,000	5,000	5,000	-	-	-	-	15,000
County contribution (host fees)	-	100,000	-	-	-	-	-	-	-	-	-	100,000
Total Revenues	10,800	164,800	64,800	91,800	96,800	96,800	96,800	91,800	91,800	91,800	91,800	989,800
Revenues over (under) Expenses												(21,980)

This is the final report being submitted to the Finance Committee on July 8, 2002. Information is provided by the offices of County Coordinator, County Clerk, 9-1-1, Information System, Chief Assessor, and Treasurer.

GIS Time Line

July 8 th	Finance Committee	General Overview
July 9 th	Full Board	General Overview
July 23 rd	Coordinating Committee	Cost Study Recommendation
Aug. 12 th	Finance Committee	Cost Study Recommendation
Aug. 13 th	Full Board	Authorize Cost Study
Aug. 14 th	Bruce Harris (Vendors)	Presentation 7:00pm
Aug. 27 th	Coord./Finance Committee (If Recommendation is to Proceed with Fee Increase)	Results of Cost Study
Sept. 10 th	Full Board to vote on Recording Fee Increase. Fee to increase from \$15.00 to \$25.00 for GIS in 30 days.	
Sept. 24 th	Coord./Finance Committee (Vendor Questions)	Recommend Vendor
Oct. 8 th	Full Board Contract with Vendor/Soil Conservation for GIS.	

MONTGOMERY COUNTY BOARD

WHEREAS, Senior Citizens Social Services have been available in the past and are currently available to senior residents in Montgomery County; and

WHEREAS, Montgomery County's main source of revenue for the support of Senior Citizens Social Services has been "Revenue Sharing"; and

WHEREAS, the future of this source of revenue appears uncertain and restricts the social services provided to said senior residents; and

WHEREAS, it is provided by authority of the state laws of Illinois, specifically 55 Illinois Compiled Statutes 5/5-1034, that the county board may annually impose a tax of not to exceed .025 percent of the value, as equalized or assessed by the Department of Revenue, of all the taxable property in the county for the purposes of providing social services for senior citizens after the question has been first submitted by referendum to the electors of Montgomery County and approved by a majority of those voting on the question; and

WHEREAS, the County Board believes that the adoption of a resolution providing for the submission of the question at a referendum at the November 5th, 2002 General Election is in order,

THEREFORE, be it resolved that the Montgomery County Board shall cause to be placed upon the ballot at the November 5th, 2002 General Election, or any other date that the State of Illinois shall legislate to be the official date of the 2002 General Election, the following referendum:

Shall Montgomery County levy and collect annually a tax not to exceed .025% of the value, as equalized and assessed by the Department of Revenue, of all taxable property in the county, for the purpose of providing social services for senior citizens?

Yes _____

No _____

PASSED this 9th day of July, 2002.

Mike A. Havera
Chairman Mike Havera

ATTEST:
Sandy Leitheiser
County Clerk Sandy Leitheiser

RESOLUTION 02- 21

A RESOLUTION TO AMEND AND CLARIFY RESOLUTION NO. 01-10
A RESOLUTION AND REAPPORTIONMENT PLAN OF THE
COUNTY OF MONTGOMERY

WHEREAS the Montgomery County Board previously passed Resolution No. 01-10 entitled A Resolution and Reapportionment Plan of the County of Montgomery on June 12th, 2001 pursuant to 55 ILCS 5/2-3001, et seq., to develop and determine its apportionment plan to be consistent with the 2000 decennial census results and to provide that the County Board shall consist of twenty-one (21) members to be elected from seven (7) County Board districts as established, modified and set forth on the Exhibit A (consisting of two pages) attached thereto with three (3) members to be elected from each district and to further establish the manner of election of the County Board Chairman and the per diem compensation for the members of said County Board; and

WHEREAS 55 ILCS 5/11-1 et seq., provides that the County Board shall change the boundaries of election precincts as may be required after each decennial census as soon as practical following the completion of Congressional and legislative redistricting, which changes shall be completed at its regular meeting in June, or at an adjourned meeting in July next, after a November general election, and if for any reason the County Board fails in any year to re-divide or readjust the election districts or election precincts, then the districts or precincts as then existing shall continue until the next regular June meeting of the County Board at which June meeting or at an adjourned meeting in July the County Board shall divide or readjust the election districts or election precincts in a manner as required; and further provides that the County Board in every case shall fix and establish the places for holding elections in its respective county and all elections shall be held at the places so fixed; and

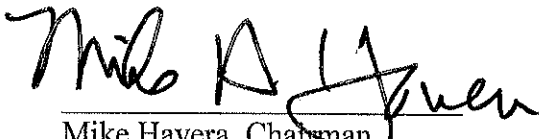
WHEREAS Resolution No. 01-10 modified the County Board districts pursuant to the decennial census requirements, established the manner of election of the County Board Chairman and set the County Board Member per diem compensation, but failed to fully address, modify and adjust election precincts or establish places for holding elections; and

WHEREAS it is therefore necessary by this Resolution to amend Resolution No. 01-10 to further establish, modify and adjust the county election precincts and places for holding elections in such election precincts as established;

THEREFORE BE IT HEREBY RESOLVED that the Montgomery County Board hereby confirms, readopts and incorporates herein by reference Resolution No. 01-10 and further hereby amends and modifies said resolution to establish, adjust and modify the Montgomery County election precincts and places for holding elections in such precincts as set forth in the attached "Exhibit A" consisting of one(1) page which shall hereafter be established as the Montgomery County election precincts and polling places

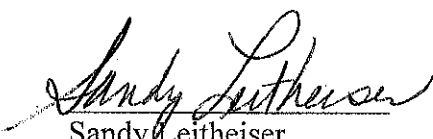
until further modified or amended by the County Board as may otherwise be allowed by law.

APPROVED and ADOPTED this 9th day of July, 2002.



Mike Havera, Chairman
Montgomery County Board

ATTEST:



Sandy Leitheiser
County Clerk

MONT.CO. PRECINCTS/POLLING PLACES

PRECINCT	ADDRESS	CITY, STATE
Audubon	Aud. Twp. Hall/White Settle. Ctr.	Nokomis, IL
Bois D'Arc	Farmersville Village Hall	Farmersville, IL
Butler Grove	Butler Village Hall	Butler, IL
East Fork 1	East Fork Twp. Comm. Building	Coffeen, IL
East Fork 2	Donnellson Fire Station	Donnellson, IL
East Fork 3	Schram City Village Hall	Schram City, IL
East Fork 4	Coffeen Fire Station	Coffeen, IL
Fillmore	Town Hall	Fillmore, IL
Grisham 1	Grisham Town Hall	Panama, IL
Grisham 2	Donnellson School	Donnellson, IL
Harvel	Harvel Village Hall	Harvel, IL
Hillsboro 1	United Methodist Church	Hillsboro, IL
Hillsboro 2	United Methodist Church	Hillsboro, IL
Hillsboro 3	St.Agnes Confraternity School	Hillsboro, IL
Hillsboro 4	Challacombe House	Hillsboro, IL
Hillsboro 5	Hbo Unit/School Admin. Bldg.	Hillsboro, IL
Hillsboro 6	Hillsboro Township Bldg.	Hillsboro, IL
Irving	Irving Century House	Irving, IL
Nokomis 1	Coalton Village Hall	Coalton, IL
Nokomis 2	Memorial Park House	Nokomis, IL
Nokomis 3	American Legion Hall	Nokomis, IL
Nokomis 4	Memorial Park House	Nokomis, IL
Nokomis 5	K. of C. Hall	Nokomis, IL
N. Lfd 1	Litchfield High School	Litchfield, IL
N. Lfd. 2	Mont. Co. Housing Auth. Bldg.	Litchfield, IL
N. Lfd.3	Madison Park School	Litchfield, IL
N. Lfd. 4	North Lfd. Town Hall	Litchfield, IL
N. Lfd. 5	Litchfield City Hall	Litchfield, IL
N. Lfd. 6	Litchfield Health Care Center	Litchfield, IL
Pitman	Waggoner Town Hall	Waggoner, IL
Raymond	Raymond Town Hall	Raymond, IL
Rountree	Rountree Township Hall	Nokomis, IL
So. Fillmore	South Fillmore Township Hall	VanBurensburg, IL
So Lfd. 1	Litchfield Community Center	Litchfield, IL
So Lfd. 2	Holy Fam. Parish Center	Litchfield, IL
S. Lfd. 3	South Lfd. Town Hall	Litchfield, IL
S. Lfd. 4	S. Lfd. #4 Polling Place, 1020 E. Water	Litchfield, IL
Walshville	Walshville Village Hall	Walshville, IL
Witt 1	Witt Lions Bldg.	Witt, IL
Witt 2	Witt Lioness Bldg.	Witt, IL
Witt 3	Witt City Hall	Witt, IL
Zanesville	Zanesville Town Hall	Raymond, IL

Exhibit B**DESCRIPTION OF PROPERTY FOR AMENDED AREA TO THE MONTGOMERY COUNTY ENTERPRISE ZONE, SUMMER 2002.****Montgomery County Enterprise Zone Extension Description:**

Portions of T8N R4W, T8N R3W, and T7N R3W, Third Principal Meridian (3PM), Montgomery County, Illinois, described as follows:

The southwesterly 3 feet of State Route 185 from the Village of Taylor Springs to the City of Coffeen.

Together with Portions of the business areas and the downtown area of the City of Coffeen, not to exceed .3 square miles.

Together with the southerly 3 Feet of 6th Avenue from the City of Coffeen to the easterly right of way of Road 1575 E. and the easterly 3 feet of Road 1575 E. from 6th Avenue to the Coffeen Power Station property.

Together with the Coffeen Power Station property, described as follows: the East $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 10, the North $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15, the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 14, the West $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 11.

The undersigned parties have caused this ORDINANCE to be executed by their duly designated officials as authorized by the Enterprise Zone Ordinance adopted by their respective governing bodies.

DATED: _____ 2002

City of Litchfield, Illinois

BY: _____
John L. Dunkirk, Mayor

City of Hillsboro, Illinois

BY: _____
Harold D. Whitten, Mayor

Village of Schram City, Illinois

BY: _____
Michael L. Rhoades, Mayor

Village of Taylor Springs, Illinois

BY: _____
Carl Hallers, Mayor

County of Montgomery, Illinois

BY: Michael A. Havera
Michael A. Havera, County Board Chairman

Exhibit B**DESCRIPTION OF PROPERTY FOR AMENDED AREA TO THE MONTGOMERY COUNTY ENTERPRISE ZONE, SUMMER 2002.****Montgomery County Enterprise Zone Extension Description:**

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Together with Portions of the business areas and the downtown area of the City of Coffeen, not to exceed .3 square miles.

Together with the southerly 3 Feet of 6th Avenue from the City of Coffeen to the easterly right of way of Road 1575 E. and the easterly 3 feet of Road 1575 E. from 6th Avenue to the Coffeen Power Station property.

Together with the Coffeen Power Station property, described as follows: the East ½ of the SE ¼ of Section 10, the North ½ of the NE ¼ of the NE ¼ of Section 15, the NW ¼ of the NW ¼ of Section 14, the West ½ of the SW ¼ of Section 11.

The undersigned parties have caused this INTERGOVERNMENTAL AGREEMENT to be executed by their duly designated officials as authorized by the Enterprise Zone Ordinance adopted by their respective governing bodies.

DATED: _____ 2002

City of Litchfield, Illinois

BY: _____
John L. Dunkirk, Mayor

City of Hillsboro, Illinois

BY: _____
Harold D. Whitten, Mayor

Village of Schram City, Illinois

BY: _____
Michael L. Rhoades, Mayor

Village of Taylor Springs, Illinois

BY: _____
Carl Hallers, Mayor

County of Montgomery, Illinois

BY: Michael A. Havera
Michael A. Havera, County Board Chairman

PROMULGATION DOCUMENT**Letter of Promulgation**

This plan has been adopted by the Montgomery County Board of Directors as the Montgomery County EMERGENCY OPERATIONS PLAN (EOP). It is designed to comply with all applicable federal and state laws and to provide Direction and Control for agencies responding to an emergency or disaster situation within Montgomery County.

This EOP identifies the hazards to which Montgomery County is potentially vulnerable, sets down the responsibilities of all local governmental departments and agencies, and outlines a means for local and State resources to be used to assist the citizens and various jurisdictions of the County.

Adopted this 13th day of August, 2002

Mike A. Hawes

Chairman, Montgomery County Board

[Signature]

Coordinator, Montgomery County ESDA

[Signature]

Chairman, Montgomery County LEPC

**Ordinance establishing a rate for Recorders of Deeds GIS Fund
(Geographic Information System)**

WHEREAS, the Illinois Legislature has determined that a method to provide a source of revenue to assist in providing and maintaining a countywide map through a Geographic Information System (GIS) is advisable, and

WHEREAS, HB 2599 (Public Act 86-0924) the Recorder's Fee Schedule Bill, which was passed by the Legislature sets out a schedule for new recording fees and authorizes a micrographics charge of \$3.00 for each instrument submitted for recording, and

WHEREAS, SB 1582 amends HB 2599 to provide an additional charge of \$3.00 for recording every instrument to defray the cost of implementing or maintaining the county's Geographic Information System, and

WHEREAS, Public Act 91-0791 was signed into law June 9, 2000 and becomes effective immediately, and

WHEREAS, the provisions of Public Act 91-0791 require an appropriate resolution by the Montgomery County Board to authorize such changes for each instrument submitted for recording;

WHEREAS, pursuant to 55ILCS 5/3-5018, the County Board may, however, by ordinance, increase the fees allowed by this section and collect such increased fees from all persons and entities other than officers, agencies, departments and other instrumentalities of the state if the increased fee is justified by an acceptable cost study showing the fees allowed by this section are not sufficient to cover the cost of providing the service and

WHEREAS, the Montgomery County Auditor has completed a study of the costs associated with the development and maintenance of GIS in Montgomery County, and the conclusion is that the fees allowed by this section are not sufficient to cover the cost of providing the service and that the fee should increase to offset these costs, and

WHEREAS, pursuant to HB 2599, SB 1582 and 55 ILCS 5/3-5018, the County Board hereby determines that an increase in fees for each instrument submitted for recording is justified and shall increase and collect such fees as provided hereafter, and further directs that any such supporting documents shall be made public records subject to public examination and audit, and

BE IT HEREBY ORDAINED AND ESTABLISHED THAT the County Board of Montgomery County hereby directs the Recorder to commence the newly adopted schedule by now collecting the original Recorder's fee of \$12.00 pursuant to 5/3-5018, an additional micrographics fee of \$3.00, an additional G.I.S. fee of \$3.00, and an additional \$7.00 pursuant to 55 ILCS 5/3-5018 for each instrument submitted for recording (\$25.00 total) and to deposit \$9.00 from each recording into a special fund set up by the treasurer of the county, and any moneys collected and so deposited pursuant to this Act must be used solely for the equipment, materials and necessary expenses incurred in implementing and maintaining a GEOGRAPHIC INFORMATION SYSTEM. The remaining \$1.00 must be deposited into the Recorder's special funds created under Section 3-5005.4.

THEREFORE BE IT HEREBY ORDAINED AND ESTABLISHED, this ordinance shall take effect on October 1, 2002 and shall remain in effect until subsequently rescinded by action of this County Board.

ADOPTED AND APPROVED BY THE FOLLOWING VOTE THIS 10th DAY OF SEPTEMBER, 2002 A.D.

21 FOR 0 AGAINST

Mike A. Havera
Mike Havera, Chairman

Montgomery County Board, Montgomery County, IL

ATTEST:

Sandy Leithsey
Sandy Leithsey, Montgomery County Clerk



PATTON & COMPANY, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

240 Springfield Road, PO Box 458 Hillsboro, IL 62049
217/532-3825 Fax 217/532-9393 patton1@mcleodusa.net

R.M. Patton
Brian Patton
Amy M. Hunt
Kyle L. Putnam

August 15, 2002

Bill Sielschott
Finance Chairman
Montgomery County
Hillsboro, IL 62049

RE: GIS Cost Study

Dear Mr. Sielschott:

Enclosed are copies of the Montgomery County, Illinois GIS Expense and Revenue projection.

If you have any questions, please call.

Sincerely,

Patton & Company, P.C.

R. M. Patton, C.P.A.

GIS Cost Study
Montgomery County, Illinois

Cost Study Procedures:

.Review of various articles and statutes as provided by the County Treasurer.

.Meetings were held with the following County Officers:

Ron Jenkins
Sandy Leitheiser
Bill Purcell
Julie Payne

.Discussion and a review of the following items were included:

.Expenses

- Fly over costs.
- Parcel mapping GIS Services cost.
- Soil for farm land assessments costs.
- Computer - hardware and software costs.
- Education and training.
- Consultant contract.
- Employee and salary benefits.

.Revenue

- GIS document fees - review and discussion of estimated revenues.
- Savings-in-house map maintenance.
- Municipalities.
- County contribution (host fees)

.Discussions with Mr. Jerry Johnson and Shawn Blobaum of Bruce Harris & Associates.

- Consultant costs.
- Employee costs.
- Education and training.
- Municipal reviews.

.Review of several other counties GIS cost studies.

.Additional meeting with County Officials to review the preliminary costs and to discuss possible changes. All revenues and expenses were reviewed in detail.

.Preparation of draft for review by County Officials.

.Review of final GIS Study with County Officials.

Montgomery County Illinois
Geographic Information System
Expense and Revenue Projections

	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	Total
Expenses:												
Fly over - ortho files & GPS control	-	100,000	50,000	-	-	-	-	-	-	-	-	150,000
Parcel mapping GIS services	-	19,521	78,084	78,084	78,084	58,583	-	-	-	-	-	312,336
Soils for farmland assessments	-	-	28,456	28,456	28,456	28,456	-	-	-	-	-	113,824
Computer hardware	-	-	21,620	-	-	-	20,000	-	-	10,000	-	51,620
Computer software	-	-	18,000	-	-	-	6,000	-	-	3,000	-	27,000
Education and training	-	-	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	27,000
Consultant contract	-	-	15,000	25,000	25,000	25,000	-	-	-	-	-	85,000
Employee salary & benefits	-	-	-	-	-	25,000	35,000	40,000	45,000	48,000	52,000	245,000
Total Expenses	-	119,521	214,160	134,540	134,540	135,019	64,000	43,000	48,000	64,000	55,000	1,011,780
Revenues:												
GIS Fees (7,200 documents @ \$9 ea.)	10,800	64,800	64,800	64,800	64,800	64,800	64,800	64,800	64,800	64,800	64,800	658,800
Savings - in-house map maintenance	-	-	-	27,000	27,000	27,000	27,000	27,000	27,000	27,000	27,000	216,000
Municipalities	-	-	-	-	5,000	5,000	5,000	-	-	-	-	15,000
County contribution (host fees)	-	100,000	-	-	-	-	-	-	-	-	-	100,000
Total Revenues	10,800	164,800	64,800	91,800	96,800	96,800	96,800	91,800	91,800	91,800	91,800	989,800
Revenues over (under) Expenses												(21,980)

RESOLUTION NO. 02-22

WHEREAS, pursuant to Section 21-90 of the Illinois Property Tax Code (35 ILCS 200/21-90), the County Board of Montgomery County, Illinois, has undertaken a Delinquent Tax Program for the purposes of:

- (1) bringing about the recovery of delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and,
- (2) in the case of property to which the County of Montgomery, as Trustee, ultimately takes a Tax Deed pursuant to the Revenue Act, it will aid in the expeditious transfer of ownership and the return of that property to a tax paying status.

WHEREAS, pursuant to this program the County of Montgomery has acquired an interest in the following described real estate:

^{299 SL}
Lots ~~229~~, 300 and 301 in Block 22 in First Addition to the Village of Panama, Montgomery, Illinois.

Parcel Index # 06-000-901-00

as described in Certificate No. 67 sold October 26, 1998.

WHEREAS, a public auction was held March 27, 2002, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest of the above described real estate. Proceeds from sale shall be paid to the Treasurer of Montgomery County, Illinois, and to be distributed according to law.

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 10th day of Sept., 2002.

Milo A. Hovers
CHAIRMAN

ATTEST:

Sandy Lutz
Clerk of the Board

DEED

Return Deed & Mail Tax Statement To:

Matt Micnheimer
P.O. Box 882
Panama, IL 62077

200200005733
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
09-23-2002 01:40 pm
QUIT CLAIM 15.00
OR Book 808 Page 320 - 320

Instrument 200200005733 OR Book Page 808 320

THIS INDENTURE WITNESSETH, that the Grantor, MONTGOMERY COUNTY, TRUSTEE, (for all taxing districts having an interest herein), of the State of Illinois, for the consideration of the sum of -- TEN AND NO/100 -- Dollars and pursuant to authority given by the County Board of Montgomery County, Illinois, under Resolution duly adopted on May 17, 1994 does hereby CONVEY AND QUIT CLAIM TO: MATT MICNHEIMER

all interest in the following described real estate, situated in the County of Montgomery and State of Illinois:

^{299^{SL}}
Lots ~~229~~, 300 and 301 in Block 22 in First Addition to the Village of Panama, Montgomery, Illinois.

Permanent Index No.: 06-000-901-00

Grantee to assume payment of the taxes for the year 2003 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL HAVERA, Chairman of the County Board of County, Illinois, on the 10th day of Sept., 2002.

ATTEST:
Sandy Leit
County Clerk of Montgomery County, Illinois

MONTGOMERY COUNTY, TRUSTEE
Mike A. Havera
Chairman of the County Board of Montgomery County, Illinois

STATE OF ILLINOIS)
) ss.
COUNTY OF MONTGOMERY)

I, the undersigned, a notary public in and for said County in the State aforesaid, do here by certify that MICHAEL HAVERA, CHAIRMAN OF THE COUNTY BOARD, MONTGOMERY COUNTY, ILLINOIS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day, in person, and acknowledged that he signed, sealed and delivered the said instrument as such chairman of the County Board of Montgomery County, Illinois, caused the corporate seal of said County of Montgomery, Illinois, to be affixed thereon, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 10th day of September, 2002.

"Exempt under provisions of Paragraph 'F',
Section 4, Real Estate Transfer Act."

[Signature]
Buyer, Seller or Representative

Vicky Murphy
NOTARY PUBLIC



RESOLUTION NO. 02-23

WHEREAS, pursuant to Section 21-90 of the Illinois Property Tax Code (35 ILCS 200/21-90), the County Board of Montgomery County, Illinois, has undertaken a Delinquent Tax Program for the purposes of:

- (1) bringing about the recovery of delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and,
- (2) in the case of property to which the County of Montgomery, as Trustee, ultimately takes a Tax Deed pursuant to the Revenue Act, it will aid in the expeditious transfer of ownership and the return of that property to a tax paying status.

WHEREAS, pursuant to this program the County of Montgomery has acquired an interest in the following described real estate:

That part of Block 14 in the Original Town, now Village of Waggoner described as follows: Commencing at the northwest corner of Block Number 14, running thence East 90 feet; thence South 150 feet; thence West 90 feet; thence North 150 feet to the place of beginning, situated in the Village of Waggoner, Montgomery County, Illinois.

Parcel Index # 12-000-570-00

as described in Certificate No. 246 sold October 26, 1998.

WHEREAS, a public auction was held March 27, 2002, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest of the above described real estate. Proceeds from sale shall be paid to the Treasurer of Montgomery County, Illinois, and to be distributed according to law.

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 10th day of Sept., 2002.

Mike A. Hawes

CHAIRMAN

ATTEST:

Sandy Ford

Clerk of the Board

DEED

200200005734
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
09-23-2002 01:40 PM.
QUIT CLAIM 15.00
GR Book 808 Page 321 - 321

Return Deed &
Mail Tax Statement To:

Kenneth Gerlach, et al
Box 42
Waggoner, IL 62572

Instrument Book Page
200200005734 OR 808 321

THIS INDENTURE WITNESSETH, that the Grantor, MONTGOMERY COUNTY, TRUSTEE, (for all taxing districts having an interest herein), of the State of Illinois, for the consideration of the sum of -- TEN AND NO/100 -- Dollars and pursuant to authority given by the County Board of Montgomery County, Illinois, under Resolution duly adopted on May 17, 1994 does hereby CONVEY AND QUIT CLAIM TO: Kenneth Gerlach, LaVeta Gerlach, Ken J. Gerlach, Windy Gerlach, Brad Burnet, and Elaine Burnet all interest in the following described real estate, situated in the County of Montgomery and State of Illinois:

That part of Block 14 in the Original Town, now Village of Waggoner described as follows: Commencing at the northwest corner of Block Number 14, running thence East 90 feet; thence South 150 feet; thence West 90 feet; thence North 150 feet to the place of beginning, situated in the Village of Waggoner, Montgomery County, Illinois.

Permanent Index No.: 12-000-570-00

Grantee to assume payment of the taxes for the year 2003 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL HAVERA, Chairman of the County Board of County, Illinois, on the 10th day of Sept, 2002.

ATTEST:
Sandy Leith
County Clerk of Montgomery County, Illinois

MONTGOMERY COUNTY, TRUSTEE
Mike A. Haver
Chairman of the County Board of Montgomery County, Illinois

STATE OF ILLINOIS)
) ss.
COUNTY OF MONTGOMERY)

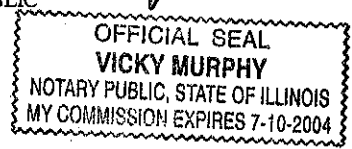
I, the undersigned, a notary public in and for said County in the State aforesaid, do here by certify that MICHAEL HAVERA, CHAIRMAN OF THE COUNTY BOARD, MONTGOMERY COUNTY, ILLINOIS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day, in person, and acknowledged that he signed, sealed and delivered the said instrument as such chairman of the County Board of Montgomery County, Illinois, caused the corporate seal of said County of Montgomery, Illinois, to be affixed thereon, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 10th day of September 2002.

"Exempt under provisions of Paragraph 'F',
Section 4, Real Estate Transfer Act."

9/20/02 Mike Gerlach
Buyer, Seller or Representative

Vicky Murphy
NOTARY PUBLIC



PRE-PAID VENDORS NEEDING PAYMENT PRIOR TO COUNTY BOARD DATE**ALL UTILITIES**

AMEREN CIPS
ILLINOIS POWER
IL CONSOLIDATED TELEPHONE
CITY OF HILLSBORO
MCLEOD USA
VERIZON WIRELESS
MIM ELECTRIC
ARCH WIRELESS
CINGULAR WIRELESS

FILED

SEP 09 2002

Sandy Leithner COUNTY CLERK**POSTAGE**

U.S. POST OFFICE
UPS
IL DEPT OF REVENUE - REVENUE STAMP REPLENISHMENT

COURT ORDERED EXPENSES

ATTORNEY FEES
CONDEMNATION
ESCHEATS
PETIT JURY - MILEAGE & PER DIEM

OTHER

FINAL TOUCH CLEANING
MONTGOMERY COUNTY RECORDER - MONTGOMERY CO. WATER CO. RECORDING FEES
STEWART SANITATION
LIQUOR COMMISSIONER
PROBATION FUNDS (496, 497, 498)
INHERITANCE TAX
PUBLIC BUILDING COMMISSION
CATERPILLAR FINANCIAL SERVICES - FORKLIFT RENTAL FOR RECYCLING CENTER.
J.A.K.K. CONSULTING
TRANSFER AMONG COUNTY FUNDS
DELINQUENT PROPERTY MAINTENANCE FUND - ADDED JUNE 23, 2002

PAYROLL

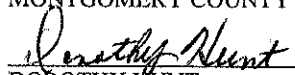
INSURANCE
SOCIAL SECURITY
IRS-941
DEDUCTION CHECKS
REIMBURSE SALARIES
CENTRAL LABORER'S PENSION, WELFARE & ANNUITY FUNDS
RETIREE INSURANCE PLAN

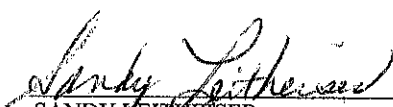
DISCLAIMER

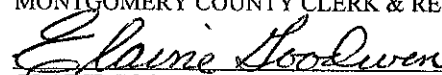
LIST MAY INCLUDE ANY UNFORESEEN EXPENSE FOR WHICH OFFICE HOLDER DETERMINES IS REQUIRED FOR DAILY COUNTY OPERATIONS AND RECEIVES VERBAL AND/OR WRITTEN APPROVAL FROM COUNTY BOARD COMMITTEE CHAIRPERSON.

DATED SEPTEMBER 9, 2002


RON JENKINS
MONTGOMERY COUNTY TREASURER


DOROTHY HUNT
ASSISTANT COUNTY TREASURER


SANDY LEITHNER
MONTGOMERY COUNTY CLERK & RECORDER


ELAINE GOODWIN
ACCOUNTS PAYABLE DEPT. HEAD

RESOLUTION 02- 24

A TAX LEVY FOR THE RAYMOND-HARVEL SPECIAL SERVICE AREA

WHEREAS, the County of Montgomery has established the Raymond-Harvel Special Service Area pursuant to the authority of Illinois Compiled Statues, Chapter 35, Section 235 et. seq., consisting of the territory specifically described in the Resolution creating said Special Service Area, and

WHEREAS, the County of Montgomery is now authorized to levy taxes for the special services to be provided in said Special Service Area, said service being the providing of ambulance services within said area, and

WHEREAS, the total appropriation for the Raymond-Harvel Special Service Area for Fiscal Year 2003 is the sum of \$33,360.00.

THEREFORE, be it hereby resolved that there is levied upon all the taxable property in the Raymond-Harvel Special Service Area the sum of Thirty-three Thousand, Three Hundred Sixty Dollars and No Cents (\$33,360.00) for the following specific purposes in the following amounts:

See attached Budget:

BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$33,360.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

APPROVED and ADOPTED this 10th day of September, 2002.

Mike A. Havera

CHAIRMAN MIKE HAVERA

ATTEST:

Sandy Leitheiser
COUNTY CLERK SANDY LEITHEISER

BUDGET

Raymond-Harvel Area Ambulance Service, Inc
2002 Budget
12-01-01 Through 11-30-02

Montgomery County District Assessed Valuation	\$ 29,402,749.00
Christian County District Assessed Valuation	\$ 1,726,621.00
Total Taxing District Assessment	\$ 31,129,370.00

Expenses

1) Ambulance's	Fuel	\$	800.00
	Maintenance	\$	1,460.00
2) Telephone, Paging		\$	2,200.00
3) Ambulance's Equipment Expenses		\$	1,200.00
	Supplies	\$	1,200.00
4) Ambulance Garage Maintenance		\$	1,400.00
	Utilities	\$	1,800.00
5) Clerical		\$	1,000.00
6) Squad Expense		\$	1,000.00
7) Insurance		\$	5,000.00
8) Depreciation/Ambulance		\$	9,000.00
9) Radio Maintenance/Depreciation		\$	2,500.00
10) Wages & Payroll Expense		\$	15,000.00
	Total Expenses	\$	43,560.00

RESOLUTION 02- 25

A TAX LEVY FOR THE NOKOMIS-WITT SPECIAL SERVICE AREA

WHEREAS, the County of Montgomery has established the Nokomis-Witt Special Service Area pursuant to the authority of Illinois Compiled Statues, Chapter 35, Section 235 et. seq., consisting of the territory specifically described in the Resolution creating said Special Service Area, and

WHEREAS, the County of Montgomery is now authorized to levy taxes for the special services to be provided in said Special Service Area, said service being the providing of ambulance services within said area, and

WHEREAS, the total appropriation for the Nokomis-Witt Special Service Area for Fiscal Year 2003 is the sum of \$62,437.00.

THEREFORE, be it hereby resolved that there is levied upon all the taxable property in the Nokomis-Witt Special Service Area the sum of Sixty-two Thousand, Four Hundred Thirty-seven Dollars and No Cents (\$62,437.00) for the following specific purposes in the following amounts:

See attached Budget:

BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$62,437.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

APPROVED and ADOPTED this 10th day of September, 2002.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

**NOKOMIS-WITT AREA AMBULANCE SERVICE
BUDGET FOR YEAR 2003**

REVENUE:

ANTICIPATED COLLECTIONS	\$103,000.00
TAX LEVY .16 @ 39MILLION	\$ 62,437.00
CARRY OVER FROM 2002	\$ 0.00
TOTAL REVENUE	<u>\$165,437.00</u>

PROJECTED EXPENSES:

EMT WAGES (FULL/PART TIME)	\$ 70,000.00
TAXES (FICA & STATE)	\$ 16,000.00
REAL ESTATE TAXES	\$ 950.00
INSURANCE (BLDG, VEH., PERSONEL)	\$ 14,000.00
WORKMENS COMP	\$ 5686.00
VEHICLE REPAIR	\$ 1000.00
VEHICLE FUEL	\$ 7500.00
DEPRECIATION	\$ 20,000.00
MEDICAL SUPPLIES	\$ 25,000.00
AMBULANCE UPGRADE (AS PER IDPH STANDARDS)	
1. EDUCATION	\$ 1,750.00
2. EQUIPMENT FOR 2 AMBULANCES	\$ 10,000.00
VEHICLE PAYMENT	\$ 14,006.00
UTILITIES FOR BUSINESS (WATER, ELECT.)	\$ 2100.00
CELLPHONE (FOR AMBULANCES)	\$ 1300.00
TELEPHONE (OFFICE AND DEDICATED 911 LINE)	\$ 1800.00
COLLECTIONS OFFICE	\$ 7000.00
MISC CHARGES (BANK/ POSTAGE)	\$ 500.00
OFFICE SUPPLIES	\$ 700.00
TOTAL EXPENSES	\$199,292.00
 CARRY OVER TO 2003	 \$0.00
OVER BUDGET	\$33, 855.00

Robert G. Batty
 ROBERT BATTY, PRESIDENT
 NOKOMIS-WITT AREA AMBULANCE SERVICE
 BOARD OF DIRECTORS

FILED
 SEP 27 2002

Sandra Leitheiser COUNTY CLERK

RESOLUTION 02-26

A TAX LEVY FOR THE HILLSBORO SPECIAL SERVICE AREA

WHEREAS, the County of Montgomery has established the Hillsboro Special Service Area pursuant to the authority of Illinois Compiled Statues, Chapter 35, Section 235 et. seq., consisting of the territory specifically described in the Resolution creating said Special Service Area, and

WHEREAS, the County of Montgomery is now authorized to levy taxes for the special services to be provided in said Special Service Area, said service being the providing of ambulance services within said area, and

WHEREAS, the total appropriation for the Hillsboro Special Service Area for Fiscal Year 2003 is the sum of \$101,000.00.

THEREFORE, be it hereby resolved that there is levied upon all the taxable property in the Hillsboro Special Service Area the sum of One Hundred One Thousand Dollars and No Cents (\$101,000.00) for the following specific purposes in the following amounts:

See attached Budget:

BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$101,000.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

APPROVED and ADOPTED this 10th day of September, 2002.

Mike A. Havera
CHAIRMAN MIKE HAVERA

ATTEST:

Sandy Leitheiser
COUNTY CLERK SANDY LEITHEISER

CULLISON & VANDEVER LAW OFFICE

SEP 20 2002



405 S. Main St.
P.O. Box 188
Hillsboro, IL 62049
(217) 532-5432
FAX: (217) 532-6431

Stephen R. Cullison
Attorney at Law

Ralph A. Vandever
(1917-2000)

September 18, 2002

*Larry Adams
Montgomery County Emergency
Services and Disaster Agency
Montgomery County Courthouse
Hillsboro, IL 62049*

RE: Year 2003 Budget for Hillsboro Area Ambulance

Dear Mr. Adams:

Enclosed please find a copy of the proposed 2003 budget for Hillsboro Area Ambulance Service.

The proposed budget requests that the County, through the Special Service District, provide to Hillsboro Area Ambulance Service tax money in the amount of \$106,000.00. This is an increase of \$5,000.00 over the previous year. Please note that the increase is less than 5%.

Please submit this request to the County Board on our behalf. If there are any questions please feel free to call.

Sincerely,

Stephen R. Cullison
Stephen R. Cullison, President,
Hillsboro Area Ambulance

*SRC:lm
Pc: Barbara Schmedeke
Hillsboro Area Ambulance
1200 E. Tremont St.
Hillsboro, IL 62049*

HILLSBORO AREA AMBULANCE SERVICE, INC.
2003 BUDGET
(12-1-2002 THROUGH 11-30-2003)

EXPENSES:

1. Fixed Expense (\$5,450.00/mo.)	\$ 65,400.00
2. Maintenance Expense (\$3,750.00/mo)	\$ 45,000.00
3. Operational Expense (\$11,000.00/mo.)	\$132,000.00
4. Depreciation (\$2,500.00/mo.)	\$ 30,000.00
5. Contingency Fund (\$300/mo.)	\$ 3,600.00
6. Equipment purchase, (\$1,000/month)	\$ 12,000.00
7. Proposed building expansion cost (\$667/month):	\$ 8,000.00

TOTAL EXPENSE:.....\$296,000.00

REVENUE:

1. Anticipated Fees Collected (\$234,000.00 billed x 80% collected)	\$187,000.00
2. Interest	\$ 3,000.00
3. Needed from Contract with Special District governed by County Board	\$106,000.00

TOTAL REVENUE:.....\$296,000.00

See attached sheet for footnotes and explanations

FOOTNOTES AND FURTHER BUDGET INFORMATION

1. "Fixed Expenses" for budget purposes includes the following: salary of Administrator Ellis, salary of full-time Operations Director Barb Schmedeke, rent paid to Hillsboro Hospital, laundry expenses and supplies ordered through Hillsboro Hospital and utility expenses.

2. "Maintenance Expenses" for budget purposed includes the following: Monthly fee to County for collection and billing services, radio service contract, telephone expense, fuel, vehicle repairs and insurance.

3. "Operations Expense" for budget purposes includes primarily wages paid to part-time EMT's, and the related employer expense such as social security and the monthly fees paid to R. M. Patton, C.P.A. for bookkeeping services.

4. This budget assumes that the County Board will agree to contract with Hillsboro Area Ambulance Service to provide service for the amount of \$106,000.00.

RESOLUTION 02- 27

A TAX LEVY FOR THE FARMERSVILLE-WAGGONER SPECIAL SERVICE AREA

WHEREAS, the County of Montgomery has established the Farmersville-Waggoner Special Service Area pursuant to the authority of Illinois Compiled Statutes, Chapter 35, Section 235 et. seq., consisting of the territory specifically described in the Resolution creating said Special Service Area, and

WHEREAS, the County of Montgomery is now authorized to levy taxes for the special services to be provided in said Special Service Area, said service being the providing of ambulance services within said area, and

WHEREAS, the total appropriation for the Farmersville-Waggoner Special Service Area for Fiscal Year 2003 is the sum of \$53,250.00.

THEREFORE, be it hereby resolved that there is levied upon all the taxable property in the Farmersville-Waggoner Special Service Area the sum of Fifty-three Thousand, Two Hundred Fifty Dollars and No Cents (\$53,250.00) for the following specific purposes in the following amounts:

See attached Budget:

BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$53,250.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

APPROVED and ADOPTED this 10th day of September, 2002.

Mike A. Havera

CHAIRMAN MIKE HAVERA

ATTEST:

Sandy Leitheiser

COUNTY CLERK SANDY LEITHEISER

July 22, 2002

Mr. Adams and the Montgomery County finance committee:

Below is the proposed FY 2003 budget for the Farmersville-Waggoner Ambulance:

Depreciation Fund	19,200.00
Insurance	7,500.00
Utilities	6,250.00
Billing Fees	2,100.00
EMT Salaries	25,800.00
Medical Supplies	5,000.00
Vehicle Upkeep	4,000.00
EMT Education	1,000.00
Miscellaneous	4,500.00
Contingency	4,000.00
Total Expenses	79,350.00
Estimated Income	24,000.00
Budgeted Monies Requested	55,350.00

Respectfully Submitted:

Mollie Fesser, Treasurer
Farmersville-Waggoner
Ambulance Board

RESOLUTION 02- 28

A TAX LEVY FOR THE LITCHFIELD SPECIAL SERVICE AREA

WHEREAS, the County of Montgomery has established the Litchfield Special Service Area pursuant to the authority of Illinois Compiled Statues, Chapter 35, Section 235 et. seq., consisting of the territory specifically described in the Resolution creating said Special Service Area, and

WHEREAS, the County of Montgomery is now authorized to levy taxes for the special services to be provided in said Special Service Area, said service being the providing of ambulance services within said area, and

WHEREAS, the total appropriation for the Litchfield Special Service Area for Fiscal Year 2003 is the sum of \$95,000.00.

THEREFORE, be it hereby resolved that there is levied upon all the taxable property in the Litchfield Special Service Area the sum of Ninety-five Thousand Dollars and No Cents (\$95,000.00) for the following specific purposes in the following amounts:

See attached Budget:

BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$95,000.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

APPROVED and ADOPTED this 10th day of September, 2002.

Mike A. Havera

CHAIRMAN MIKE HAVERA

ATTEST:

Sandy Leith

COUNTY CLERK SANDY LEITHEISER

**LITCHFIELD SERVICE AREA
AMBULANCE OPERATIONS
PROJECTED RECEIPTS AND DISBURSEMENTS
FROM DECEMBER 1, 2002 TO NOVEMBER 30, 2003**

RECEIPTS:

REAL ESTATE TAXES	\$ 95,000.00	
COLLECTIONS	150,000.00	
CITY FUNDING	95,000.00	
INTEREST	8,000.00	
		TOTAL RECEIPTS
		\$348,000.00

DISBURSEMENTS:

SALARIES	\$236,725.00	
BENEFITS	45,550.00	
COUNTY ADMINISTRATION FEE	15,220.00	
VEHICLE EXPENSE	15,300.00	
MEDICAL SUPPLIES & EQUIPMENT	20,500.00	
DUES, SUBSCRIPTION & SCHOOL EXP	8,500.00	
INSURANCE	18,000.00	
MISCELLANEOUS	1,500.00	
		TOTAL DISBURSEMENTS
		\$361,295.00
		OPERATING LOSS
		13,295.00

F I L E D
SEP 26 2002

Sandra Leithuisen COUNTY
CLERK

FY 2002

AGREEMENT BETWEEN

THE MONTGOMERY COUNTY BOARD AND
COUNTY AMBULANCE SERVICE

The following terms constitute the working agreement between the **Raymond/Harvel Area Ambulance Service**, a not-for-profit corporation (hereinafter named R/H AAS) an independent contractor, and R/H AAS Special Service District through it's governing body, the Montgomery County Board (hereinafter the "County") for ambulance Service within the Service Area (hereinafter the "Area").

The County will levy a Special Service Area Ambulance Tax (\$33,360) sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

Disbursement of revenue collected by the County, based on taxes in the respective Service Areas, shall be disbursed in the following manner.

On or before December 31, 2002, the county shall have reimbursed to the R/H AAS an amount not less than 100% of the total amount collected pursuant to the levy.

Remittance will be 4 to 5 times between July 1, 2002 and December 31, 2002, in accordance with the Real Estate Tax Distribution Schedule.

OCTOBER

Continued on Page 2

1. The R/H AAS agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., December 1 2001 through November 30, 2002.
2. The County agrees to maintain the office of the Montgomery County Ambulance Billing and Collecting Service to handle all billings and collections as done previously and to provide a central coordinating office and support staff as needed by R/H AAS.
3. The total annual cost of the operation of the County office shall be reimbursed by the R/H AAS to the county in a proportionate share based on the percentage of the previous total ambulance calls which is follows:

Hillsboro -	38
Litchfield -	37
Nokomis / Witt -	17
Farmersville / Waggoner -	05
Raymond / Harvel -	03

4. The R/H AAS agrees to pay on or before the last day of each month commencing December 1, 2001 and continuing monthly thereafter for FY '02, the sum of **\$102.80** as a proportionate share of the expense incurred in the operation of the Montgomery County Ambulance Billing and Collecting Service.
5. At the end of the fiscal year, and as soon after November 30 as possible, the County shall calculate the total actual expense of the county office for FY '02 and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the R/H AAS.

The County shall then calculate and apply the total monthly payment as made by the R/H AAS during the fiscal year and apply that amount to the annual share owed. The County will then bill the R/H AAS for any amount still owing or shall credit the following fiscal year's estimated expense with the R/H AAS amount of overpayment.
6. The County shall continue to collect or attempt to collect all accounts, as done previously, in a timely and zealous manner.
7. The County shall remit to the R/H AAS as soon as possible after the last day of each month the amount collected on behalf of R/H AAS.
8. R/H AAS shall be responsible for buying, owning, maintaining, and insuring its own ambulances. R/H AAS shall provide the County with proof of vehicle liability insurance upon request.

Continued on Page 3

9. The R/H AAS shall be solely responsible for the hiring, firing, discipline, and management of its employees and the manner in which the service is operated, subject only to State regulations and guidelines.

The County shall have the right to withhold monthly reimbursements of collected funds or distribution of levied funds upon written notice to the R/H AAS, that the R/H AAS is violation of State regulations, said funds to be disbursed upon the R/H AAS coming into compliance.

10. The R/H AAS will submit a tentative FY '03 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '02.
11. The R/H AAS shall indemnify the County from all claim, demands, lawsuits, and actions arising out of services performed or to be performed by the R/H AAS.
12. The R/H AAS shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Director of the County office on or before December 31, 2002, and proof (A) of the officers bond in an amount to cover the estimated annual receipts of the R/H AAS from the county under this agreement, or (B) that officers bond in an amount fixed by the Illinois State Statue for that particular corporate office.
13. The R/H AAS shall provide an audit of the R/H AAS books and records in so far as they pertain to the operation of the ambulance service under this agreement, not more than 120 days after the close of R/H AAS fiscal year on November 30, 2002.
14. The R/H AAS shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the Director of the County office or his staff. The County shall allow inspections of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting Service on behalf of the R/H AAS or its duly authorized agent.

Continued on page 4

This agreement is executed by the County representatives named below pursuant to the authority of the Montgomery County Board and for R/H AAS by its Administrator / Chairman or Official pursuant to authority granted by its Board of Directors.

Mike A. Raven
County Board Chairman

10-8-02
Date

Attest:

Sandy Lert
County Clerk

10/8/02
Date

RAYMOND/HARVEL AREA ABULANCE SERVICE

Karl Burt
Authorized Representative

1-29-02
Date

President
Title

FY 2002

AGREEMENT BETWEEN

**THE MONTGOMERY COUNTY BOARD AND
COUNTY AMBULANCE SERVICE**

The following terms constitute the working agreement between the **Nokomis/Witt Area Ambulance Service**, a not-for-profit corporation (hereinafter named N/W AAS) an independent contractor, and N/W AAS Special Service District through it's governing body, the Montgomery County Board (hereinafter the "County") for ambulance Service within the Service Area (hereinafter the "Area").

The County will levy a Special Service Area Ambulance Tax (\$62,437) sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

Disbursement of revenue collected by the County, based on taxes in the respective Service Areas, shall be disbursed in the following manner.

On or before December 31, 2002, the county shall have reimbursed to the N/W AAS an amount not less than 100% of the total amount collected pursuant to the levy.

Remittance will be 4 to 5 times between July 1, 2002 and December 31, 2002, in accordance with the Real Estate Tax Distribution Schedule.

Continued on Page 2

1. The N/W AAS agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., December 1 2001 through November 30, 2002.
2. The County agrees to maintain the office of the Montgomery County Ambulance Billing and Collecting Service to handle all billings and collections as done previously and to provide a central coordinating office and support staff as needed by N/W AAS.
3. The total annual cost of the operation of the County office shall be reimbursed by the N/W AAS to the county in a proportionate share based on the percentage of the previous total ambulance calls which is follows:

Hillsboro -	38
Litchfield -	37
Nokomis / Witt -	17
Farmersville / Waggoner -	05
Raymond / Harvel -	03

4. The N/W AAS agrees to pay on or before the last day of each month commencing December 1, 2001 and continuing monthly thereafter for FY '02, the sum of **\$582.50** as a proportionate share of the expense incurred in the operation of the Montgomery County Ambulance Billing and Collecting Service.
5. At the end of the fiscal year, and as soon after November 30 as possible, the County shall calculate the total actual expense of the county office for FY '02 and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the N/W AAS.

The County shall then calculate and apply the total monthly payment as made by the N/W AAS during the fiscal year and apply that amount to the annual share owed. The County will then bill the N/W AAS for any amount still owing or shall credit the following fiscal year's estimated expense with the N/W AAS amount of overpayment.

6. The County shall continue to collect or attempt to collect all accounts, as done previously, in a timely and zealous manner.
7. The County shall remit to the N/W AAS as soon as possible after the last day of each month the amount collected on behalf of N/W AAS.
8. N/W AAS shall be responsible for buying, owning, maintaining, and insuring its own ambulances. N/W AAS shall provide the County with proof of vehicle liability insurance upon request.

Continued on Page 3

9. The N/W AAS shall be solely responsible for the hiring, firing, discipline, and management of its employees and the manner in which the service is operated, subject only to State regulations and guidelines.

The County shall have the right to withhold monthly reimbursements of collected funds or distribution of levied funds upon written notice to the N/W AAS, that the N/W AAS is violation of State regulations, said funds to be disbursed upon the N/W AAS coming into compliance.

10. The N/W AAS will submit a tentative FY '03 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '02.
11. The N/W AAS shall indemnify the County from all claim, demands, lawsuits, and actions arising out of services performed or to be performed by the N/W AAS.
12. The N/W AAS shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Director of the County office on or before December 31, 2002, and proof (A) of the officers bond in an amount to cover the estimated annual receipts of the N/W AAS from the county under this agreement, or (B) that officers bond in an amount fixed by the Illinois State Statue for that particular corporate office.
13. The N/W AAS shall provide an audit of the N/W AAS books and records in so far as they pertain to the operation of the ambulance service under this agreement, not more than 120 days after the close of N/W AAS fiscal year on November 30, 2002.
14. The N/W AAS shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the Director of the County office or his staff. The County shall allow inspections of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting Service on behalf of the N/W AAS or its duly authorized agent.

Continued on page 4

This agreement is executed by the County representatives named below pursuant to the authority of the Montgomery County Board and for N/W AAS by its Administrator / Chairman or Official pursuant to authority granted by its Board of Directors.

Mike H. Hulse
County Board Chairman

10.8.02
Date

Attest:

Sandy Letherser
County Clerk

10/8/02
Date

NOKOMIS/WITT AREA ABULANCE SERVICE

[Signature]
Authorized Representative

1-28-02
Date

Manager
Title

FY 2002

AGREEMENT BETWEEN

**THE MONTGOMERY COUNTY BOARD AND
COUNTY AMBULANCE SERVICE**

The following terms constitute the working agreement between the **Hillsboro Area Ambulance Service**, a not-for-profit corporation (hereinafter named HAAS) an independent contractor, and HAAS Special Service District through it's governing body, the Montgomery County Board (hereinafter the "County") for ambulance Service within the Service Area (hereinafter the "Area").

The County will levy a Special Service Area Ambulance Tax (\$101,000), sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

Disbursement of revenue collected by the County, based on taxes in the respective Service Areas, shall be disbursed in the following manner.

On or before December 31, 2002, the county shall have reimbursed to the HAAS an amount not less than 100% of the total amount collected pursuant to the levy.

Remittance will be 4 to 5 times between July 1, 2002 and December 31, 2002, in accordance with the Real Estate Tax Distribution Schedule.

Continued on Page 2

1. The HAAS agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., December 1 2001 through November 30, 2002.
2. The County agrees to maintain the office of the Montgomery County Ambulance Billing and Collecting Service to handle all billings and collections as done previously and to provide a central coordinating office and support staff as needed by HAAS.
3. The total annual cost of the operation of the County office shall be reimbursed by the HAAS to the county in a proportionate share based on the percentage of the previous total ambulance calls which is follows:

Hillsboro -	38
Litchfield -	37
Nokomis / Witt -	17
Farmersville / Waggoner -	05
Raymond / Harvel -	03
4. The HAAS agrees to pay on or before the last day of each month commencing December 1, 2001 and continuing monthly thereafter for FY '02, the sum of **\$1302.07** as a proportionate share of the expense incurred in the operation of the Montgomery County Ambulance Billing and Collecting Service.
5. At the end of the fiscal year, and as soon after November 30 as possible, the County shall calculate the total actual expense of the county office for FY '02 and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the HAAS.

The County shall then calculate and apply the total monthly payment as made by the HAAS during the fiscal year and apply that amount to the annual share owed. The County will then bill the HAAS for any amount still owing or shall credit the following fiscal year's estimated expense with the HAAS amount of overpayment.
6. The County shall continue to collect or attempt to collect all accounts, as done previously, in a timely and zealous manner.
7. The County shall remit to the HAAS as soon as possible after the last day of each month the amount collected on behalf of HAAS.
8. HAAS shall be responsible for buying, owning, maintaining, and insuring its own ambulances. HAAS shall provide the County with proof of vehicle liability insurance upon request.

Continued on Page 3

9. The HAAS shall be solely responsible for the hiring, firing, discipline, and management of its employees and the manner in which the service is operated, subject only to State regulations and guidelines.

The County shall have the right to withhold monthly reimbursements of collected funds or distribution of levied funds upon written notice to the HAAS, that the HAAS is violation of State regulations, said funds to be disbursed upon the HAAS coming into compliance.

10. The HAAS will submit a tentative FY '03 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '02.
11. The HAAS shall indemnify the County from all claim, demands, lawsuits, and actions arising out of services performed or to be performed by the HAAS.
12. The HAAS shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Director of the County office on or before December 31, 2002, and proof (A) of the officers bond in an amount to cover the estimated annual receipts of the HAAS from the county under this agreement, or (B) that officers bond in an amount fixed by the Illinois State Statute for that particular corporate office.
13. The HAAS shall provide an audit of the HAAS books and records in so far as they pertain to the operation of the ambulance service under this agreement, not more than 120 days after the close of HAAS fiscal year on November 30, 2002.
14. The HAAS shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the Director of the County office or his staff. The County shall allow inspections of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting Service on behalf of the HAAS or its duly authorized agent.

Continued on page 4

This agreement is executed by the County representatives named below pursuant to the authority of the Montgomery County Board and for HAAS by its Administrator / Chairman or Official pursuant to authority granted by its Board of Directors.

Nils H. Jensen
County Board Chairman

10-8-02
Date

Attest:

Sandy Lett
County Clerk

10/8/02
Date

HILLSBORO AREA ABULANCE SERVICE

Stephen R. Callison
Authorized Representative

9-16-02
Date

President of the Board
Title

FY 2002

AGREEMENT BETWEEN**THE MONTGOMERY COUNTY BOARD AND
COUNTY AMBULANCE SERVICE**

The following terms constitute the working agreement between the **Litchfield Area Ambulance Service**, a not-for-profit corporation (hereinafter named LAAS) an independent contractor, and LAAS Special Service District through it's governing body, the Montgomery County Board (hereinafter the "County") for ambulance Service within the Service Area (hereinafter the "Area").

The County will levy a Special Service Area Ambulance Tax (\$70,000) sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

Disbursement of revenue collected by the County, based on taxes in the respective Service Areas, shall be disbursed in the following manner.

On or before December 31, 2002, the county shall have reimbursed to the LAAS an amount not less than 100% of the total amount collected pursuant to the levy.

Remittance will be 4 to 5 times between July 1, 2002 and December 31, 2002, in accordance with the Real Estate Tax Distribution Schedule.

Continued on Page 2

1. The LAAS agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., December 1 2001 through November 30, 2002.
2. The County agrees to maintain the office of the Montgomery County Ambulance Billing and Collecting Service to handle all billings and collections as done previously and to provide a central coordinating office and support staff as needed by LAAS.
3. The total annual cost of the operation of the County office shall be reimbursed by the LAAS to the county in a proportionate share based on the percentage of the previous total ambulance calls which is follows:

Hillsboro -	38
Litchfield -	37
Nokomis / Witt -	17
Farmersville / Waggoner -	05
Raymond / Harvel -	03

4. The LAAS agrees to pay on or before the last day of each month commencing December 1, 2001 and continuing monthly thereafter for FY '02, the sum of **\$1267.80** as a proportionate share of the expense incurred in the operation of the Montgomery County Ambulance Billing and Collecting Service.
5. At the end of the fiscal year, and as soon after November 30 as possible, the County shall calculate the total actual expense of the county office for FY '02 and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the LAAS.

The County shall then calculate and apply the total monthly payment as made by the LAAS during the fiscal year and apply that amount to the annual share owed. The County will then bill the LAAS for any amount still owing or shall credit the following fiscal year's estimated expense with the LAAS amount of overpayment.
6. The County shall continue to collect or attempt to collect all accounts, as done previously, in a timely and zealous manner.
7. The County shall remit to the LAAS as soon as possible after the last day of each month the amount collected on behalf of LAAS.
8. LAAS shall be responsible for buying, owning, maintaining, and insuring its own ambulances. LAAS shall provide the County with proof of vehicle liability insurance upon request.

Continued on Page 3

9. The LAAS shall be solely responsible for the hiring, firing, discipline, and management of its employees and the manner in which the service is operated, subject only to State regulations and guidelines.

The County shall have the right to withhold monthly reimbursements of collected funds or distribution of levied funds upon written notice to the LAAS, that the LAAS is violation of State regulations, said funds to be disbursed upon the LAAS coming into compliance.

10. The LAAS will submit a tentative FY '03 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '02.
11. The LAAS shall indemnify the County from all claim, demands, lawsuits, and actions arising out of services performed or to be performed by the LAAS.
12. The LAAS shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Director of the County office on or before December 31, 2002, and proof (A) of the officers bond in an amount to cover the estimated annual receipts of the LAAS from the county under this agreement, or (B) that officers bond in an amount fixed by the Illinois State Statute for that particular corporate office.
13. The LAAS shall provide an audit of the LAAS books and records in so far as they pertain to the operation of the ambulance service under this agreement, not more than 120 days after the close of LAAS fiscal year on November 30, 2002.
14. The LAAS shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the Director of the County office or his staff. The County shall allow inspections of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting Service on behalf of the LAAS or its duly authorized agent.

Continued on page 4

This agreement is executed by the County representatives named below pursuant to the authority of the Montgomery County Board and for LAAS by its Administrator / Chairman or Official pursuant to authority granted by its Board of Directors.

Mike A. Haven
County Board Chairman

10-8-02
Date

Attest:

Sandy Scott
County Clerk

10/8/02
Date

LITCHFIELD AREA ABULANCE SERVICE

John S. Durbin Jr.
Authorized Representative

7/31/02
Date

MAYOR
Title

FY 2002

AGREEMENT BETWEEN**THE MONTGOMERY COUNTY BOARD AND
COUNTY AMBULANCE SERVICE**

The following terms constitute the working agreement between the **Farmersville/Waggoner Area Ambulance Service**, a not-for-profit corporation (hereinafter named F/W AAS) an independent contractor, and F/W AAS Special Service District through it's governing body, the Montgomery County Board (hereinafter the "County") for ambulance Service within the Service Area (hereinafter the "Area").

The County will levy a Special Service Area Ambulance Tax (\$53,250), sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

Disbursement of revenue collected by the County, based on taxes in the respective Service Areas, shall be disbursed in the following manner.

On or before December 31, 2002, the county shall have reimbursed to the F/W AAS an amount not less than 100% of the total amount collected pursuant to the levy.

Remittance will be 4 to 5 times between July 1, 2002 and December 31, 2002, in accordance with the Real Estate Tax Distribution Schedule.

Continued on Page 2

1. The F/W AAS agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., December 1 2001 through November 30, 2002.
2. The County agrees to maintain the office of the Montgomery County Ambulance Billing and Collecting Service to handle all billings and collections as done previously and to provide a central coordinating office and support staff as needed by F/W AAS.
3. The total annual cost of the operation of the County office shall be reimbursed by the F/W AAS to the county in a proportionate share based on the percentage of the previous total ambulance calls which is follows:

Hillsboro -	38
Litchfield -	37
Nokomis / Witt -	17
Farmersville / Waggoner -	05
Raymond / Harvel -	03

4. The F/W AAS agrees to pay on or before the last day of each month commencing December 1, 2001 and continuing monthly thereafter for FY '02, the sum of \$171.33 as a proportionate share of the expense incurred in the operation of the Montgomery County Ambulance Billing and Collecting Service.
5. At the end of the fiscal year, and as soon after November 30 as possible, the County shall calculate the total actual expense of the county office for FY '02 and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the F/W AAS.

The County shall then calculate and apply the total monthly payment as made by the F/W AAS during the fiscal year and apply that amount to the annual share owed. The County will then bill the F/W AAS for any amount still owing or shall credit the following fiscal year's estimated expense with the F/W AAS amount of overpayment.

6. The County shall continue to collect or attempt to collect all accounts, as done previously, in a timely and zealous manner.
7. The County shall remit to the F/W AAS as soon as possible after the last day of each month the amount collected on behalf of F/W AAS.
8. F/W AAS shall be responsible for buying, owning, maintaining, and insuring its own ambulances. F/W AAS shall provide the County with proof of vehicle liability insurance upon request.

Continued on Page 3

9. The F/W AAS shall be solely responsible for the hiring, firing, discipline, and management of its employees and the manner in which the service is operated, subject only to State regulations and guidelines.

The County shall have the right to withhold monthly reimbursements of collected funds or distribution of levied funds upon written notice to the F/W AAS, that the F/W AAS is violation of State regulations, said funds to be disbursed upon the F/W AAS coming into compliance.

10. The F/W AAS will submit a tentative FY '03 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '02.
11. The F/W AAS shall indemnify the County from all claim, demands, lawsuits, and actions arising out of services performed or to be performed by the F/W AAS.
12. The F/W AAS shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Director of the County office on or before December 31, 2002, and proof (A) of the officers bond in an amount to cover the estimated annual receipts of the F/W AAS from the county under this agreement, or (B) that officers bond in an amount fixed by the Illinois State Statute for that particular corporate office.
13. The F/W AAS shall provide an audit of the F/W AAS books and records in so far as they pertain to the operation of the ambulance service under this agreement, not more than 120 days after the close of F/W AAS fiscal year on November 30, 2002.
14. The F/W AAS shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the Director of the County office or his staff. The County shall allow inspections of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting Service on behalf of the F/W AAS or its duly authorized agent.

Continued on page 4

This agreement is executed by the County representatives named below pursuant to the authority of the Montgomery County Board and for F/W AAS by its Administrator / Chairman or Official pursuant to authority granted by its Board of Directors.

Mike A. Hoover
County Board Chairman

10.8.02
Date

Attest:

Sandy Lott
County Clerk

10/8/02
Date

FARMERSVILLE/WAGGONER AREA ABULANCE SERVICE

J. M. W. A.
Authorized Representative

7-9-2002
Date

Richard F. W. A. S.
Title

RESOLUTION # 02 - 34**RESOLUTION OF THE COUNTY BOARD
VOIDING TAX BILL 2001-2002 ON BIKE TRAIL PROPERTY**

WHEREAS there has been presented to this Board a bill due on Property #12-000-405-05, which describes the Green Diamond Bike Trail in Pitman Township, Illinois and Montgomery County is in possession of the above property, we hereby direct that the tax bill for 2001 payable 2002 be voided.

Approved by the Montgomery County Board on the 8th day of October, 2002.

Mike A. Havera

Montgomery County Board Chairman, Mike Havera

Willow E. Sielschott

Montgomery County Finance Committee Chairman, Bill Sielschott

Attest by: *Sandy Leitheiser*
Montgomery County Clerk, Sandy Leitheiser

A copy of this resolution is to be provided to the following:

Montgomery County Treasurer/Collector, Ron Jenkins
Montgomery County Trustee, Dennis Ballinger
Montgomery County Clerk, Sandy Leitheiser
Montgomery County Supervisor of Assessments, Julie Kiefer

Montgomery County Board District Division
Resolution 2002-35

Whereas 55 ILCS 5/2-3009 of the Illinois Compiled Statutes dictates that following reapportionment County Boards shall divide the County Board Districts by lot as equally as is possible into two groups, and,

Whereas, it also dictates that one group or its successors shall serve successive terms of two years, four years and four years; and members or their successors from the second group shall be elected for successive terms of four years, four years and two years,

Therefore, be it resolved that a lottery be held by the Montgomery County Board to select four districts which would have members serving predominantly four year terms and three districts having members serving predominantly two year terms, in the first term following reapportionment.

This resolution passed this 12th day of November, 2002.

Signed Mike A. Howes
Chairman, Montgomery
County Board

Attest: Sandy Luthers
Montgomery County Clerk

Montgomery County Board District Lottery
Resolution 2002-36

Whereas, 55 ILCS 5/2-3010 of the Illinois Compiled Statutes offers the option to County Boards having multi-member districts for the drawing of lots in such a manner as to insure that in each district the number of members drawing two year and four year terms, respectively, shall be equal, or as nearly equal as possible, and;

Whereas, it is the opinion of the Montgomery County Board that term lengths throughout the County of Montgomery would be more fairly distributed by such an option;

Therefore, be it resolved that the Montgomery County Board opts to conduct a lottery at the Re-organizational Meeting to be held the first Monday in December, 2002 in such a manner as to select from the districts having predominantly four year terms, one member who would serve a two year term, and from the districts having predominantly two year terms, one member who would serve a four year term.

Passed this 12th day of November, 2002.

Signed

Mike A. Howen
Chairman, Montgomery County Board

Attest:

Sandy Luthersen
Montgomery County Clerk

RECORDED

Montgomery County Board Procedure to determine Term Lengths

In order to determine the length of term for each County Board member, within a district, in the first term after reapportionment ---

For County Board District #'s: 6, 3, 1, 5, after placement of 3 capsules in a container (two bearing 4-4-2 yr. designations and one bearing 2-4-4 yr. designations) each member in a given district shall draw a capsule. The number within that capsule shall designate the length of the terms after reapportionment for that person. This action shall be repeated by each of the remaining above districts.

For County Board District #'s: 2, 4, 7, after placement of 3 capsules in a container (two bearing 2-4-4 yr. designations and one bearing 4-4-2 yr. designations) each member in a given district shall draw a capsule. The number within the capsule shall designate the length of the terms after reapportionment for that person. This action shall be repeated for each of the districts in this group.



RESOLVED, by the County board of MONTGOMERY County, that \$761,725.70 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code during the year ending December 31, 2003, and be it further

RESOLVED, that the County Engineer/County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further

RESOLVED, that the County Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

APPROVED

STATE OF ILLINOIS

MONTGOMERY County, } ss.

I, SANDY LEITHEISER County Clerk, in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

MONTGOMERY County, at its November 12, 2002 meeting held at HILLSBORO on November 12, 2002
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County, this 12th day of November A.D. 2002

(SEAL) Sandy Leithaiser County Clerk.
Sandy Leithaiser, Montgomery County County Clerk

Date

Department of Transportation

District Engineer

RESOLUTION 02-37

TO ADOPT FISCAL YEAR 2003 FINANCIAL APPROPRIATION ORDINANCE

WHEREAS, the Finance Committee of Montgomery County has conducted hearings upon the budget requests and requirements of the various offices and departments of the County of Montgomery, and

WHEREAS, said Committee has duly considered said request in light of the financial condition of said County, and

WHEREAS, said Committee has made its recommendations to the full Board of the County of Montgomery;

BE IT THEREFORE ADOPTED AND RESOLVED by the County Board of Montgomery County, meeting in adjourned session of its annual September meeting of the year 2002, that the attached Financial Appropriation Ordinance for Fiscal Year 2003 which commences December 1, 2002 and ends November 30, 2003, is hereby adopted and approved, said Ordinance setting forth appropriations totaling the sum of Fourteen Million, Nine Hundred Sixty-Three Thousand, Eight Hundred Seventy-Two Dollars and No Cents. (\$14,963,872.00).

APPROVED and ADOPTED this 12th day of November, 2002.



CHAIRMAN MIKE HAVERA

ATTEST



COUNTY CLERK SANDY LEITHEISER

AYES: 19

NAYES: 0

PRESENT: 19

ABSENT: 2

A TAX LEVY FOR THE GENERAL CORPORATE FUND

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in adjourned session of its annual September meeting of the year 2002, after having ascertained the sum of Six Hundred Seventeen Thousand Dollars and No Cents (\$617,000.00) as being necessary to be raised for General County purposes for the current taxable year.

WHEREFORE, there be and there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois, for the current taxable year, the sum of Six Hundred Seventeen Thousand Dollars and No Cents (\$617,000.00) and the County Clerk is hereby authorized to extend such per cent on the Collector's books for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of Six Hundred Seventeen Thousand Dollars and No Cents (\$617,000.00) provided that the per cent of levy shall not exceed .2025 per cent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 12th day of November, 2002.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

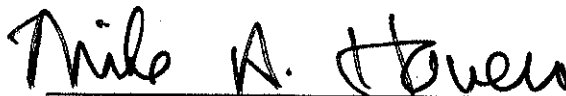
RESOLUTION 02- 39

A TAX LEVY FOR THE COUNTY HEALTH DEPARTMENT

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in adjourned session of its annual September meeting of the year 2002, that for the purpose of the maintenance of a County Health Department in Montgomery County, Illinois, that the sum of Two Hundred Ninety-Five Thousand Dollars and No Cents (\$295,000.00) is necessary.

WHEREFORE, there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois for the current taxable year, the sum of Two Hundred Ninety-Five Thousand Dollars and No Cents (\$295,000.00), and the County Clerk is hereby authorized to extend such percent on the Collector's books of Montgomery County for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of Two Hundred Ninety-Five Thousand Dollars and No Cents (\$295,000.00) provided that the percent of levy shall not exceed .10 per cent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 12th day of November, 2002.



CHAIRMAN MIKE HAVERA

ATTEST:


COUNTY CLERK SANDY LEITHEISER

RESOLUTION 02- 40

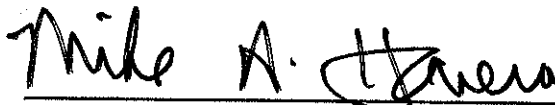
A TAX LEVY FOR THE ILLINOIS MUNICIPAL RETIREMENT FUND

WHEREAS, it has been ascertained that the sum of Three Hundred Forty-Five Thousand Dollars and No Cents (\$345,000.00) is necessary and should be raised by the levy of a tax upon all taxable property in Montgomery County, Illinois, as equalized or assessed by the Department of Revenue, for the purpose of providing a fund from which the County's required contribution under the provisions of an Act creating the "Illinois Municipal Retirement Fund" filed July 29, 1939, as amended, is payable.

BE IT RESOLVED that there is hereby levied against all the taxable property in the County of Montgomery, for the current taxable year, the sum of Three Hundred Forty-Five Thousand Dollars and No Cents (\$345,000.00) for the purpose of adding to the fund from which the required contribution of Montgomery County may be paid, under the provisions of an Act creating the "Illinois Municipal Retirement Fund", filed July 29, 1939 as amended.

BE IT FURTHER RESOLVED that the County Clerk of Montgomery County, extend such per cent on the Collector's Books of the County for the current taxable year against all taxable property in the County as will raise the sum of Three Hundred Forty-Five Thousand Dollars and No Cents (\$345,000.00). The tax provided for herein shall be levied and collected in like manner with the general taxes of the County of Montgomery and shall be in addition to all other taxes which the County of Montgomery is now or may hereafter be authorized to levy upon all taxable property within the County, and shall be exclusive of and in addition to the amount of tax levied for general County purposes as the same may be limited by any laws of the State of Illinois.

APPROVED and ADOPTED this 12th day of November, 2002.



CHAIRMAN MIKE HAVERA

ATTEST:


COUNTY SANDY LEITHEISER

RESOLUTION 02- 41

A TAX LEVY FOR THE SOCIAL SECURITY FUND

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in adjourned session of its annual September meeting of the year 2002, that for the purpose of adding to and maintaining the fund established to meet the cost of participating in the Federal Social Security Insurance Program and pursuant to the authority of Illinois Compiled Statutes, Chapter 40, Section 5/2-110, that there is hereby levied against all taxable property in the County of Montgomery for the current taxable year the sum of Three Hundred Fifty-Five Thousand Dollars and No Cents (\$355,000.00) for the purpose of paying said social security tax contributions from said fund.

BE IT FURTHER RESOLVED that the County Clerk of Montgomery County extend such per cent on the Collector's Books of the County for the current taxable year against all taxable property in the County as will raise the sum of Three Hundred Fifty-Five Thousand Dollars and No Cents (\$355,000.00). The tax provided for herein shall be levied and collected in like manner with the general taxes of the County of Montgomery and shall be in addition to all other taxes which the County of Montgomery is now or may hereafter be authorized to levy upon all taxable property within the County, and shall be exclusive of and in addition to the amount of tax levied for general county purposes as the same may be limited by any law of the State of Illinois.

APPROVED and ADOPTED this 12th day of November, 2002.

Mike A. Haver

CHAIRMAN MIKE HAVERA

ATTEST:

Sandy Leitheiser

COUNTY CLERK SANDY LEITHEISER

RESOLUTION 02- 42

A TAX LEVY TO PAY THE COSTS OF INSURANCE PREMIUMS

WHEREAS, it is the duty and responsibility of and in accordance with sound financial practices for Montgomery County, Illinois, to protect itself and its assets against any liability which may be imposed upon it under the provisions of the Worker's Compensation Act, the Worker's Occupational Diseases Act and/or the Unemployment Insurance Act, all of the State of Illinois, and

WHEREAS, this County is authorized to levy a tax upon all taxable property within said county as the same is equalized or assessed by the Department of Revenue of this State, at a rate that will produce a sum of money which will be sufficient to pay the reasonable costs of protecting itself and/or its employees, by insurance, against such liability which may be imposed under such acts, and

WHEREAS, this County has duly adopted an Appropriation Ordinance for the fiscal year 2003 for the specific uses and purposes hereinafter set forth.

NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that there be and there is hereby levied upon all the taxable property in this County, as equalized or assessed by the Department of Revenue, of the State of Illinois, for the current taxable year, the sum of Three Hundred Forty-Six Thousand Dollars and No Cents (\$346,000.00) for the payment of insurance premiums for the protection of said county against liability which may be imposed upon it under the provisions of:

- The Workmen's Compensation Act of the State of Illinois,
- The Unemployment Insurance Act of the State of Illinois, and
- Property and Liability Insurance.

BE IT FURTHER RESOLVED that the County Clerk of this County shall extend this tax for the current taxable year upon all taxable property in Montgomery County, Illinois, as the same is equalized or assessed by the Department of Revenue of this State, at a rate which will produce the amount of this levy and this tax shall be levied and collected in like manner with the general taxes of this County and this tax shall be and is exclusive of and in addition to the amount of tax levied for general County purposes. All monies derived from this levy shall be used for no other purpose than that set out herein.

APPROVED and ADOPTED this 12th day of November, 2002.

Mike A. Havera

CHAIRMAN MIKE HAVERA

ATTEST:

Sandy Leitheiser

COUNTY CLERK SANDY LEITHEISER

A TAX LEVY FOR THE TUBERCULOSIS CARE AND TREATMENT FUND

BE IT RESOLVED by the County Board of Montgomery County meeting in adjourned session of its annual September meeting of the year 2002 after having ascertained the sum of Sixty Thousand Dollars and No Cents (\$60,000.00) as being necessary to be raised for the care and treatment of persons afflicted with tuberculosis in Montgomery County for the current taxable year.

WHEREFORE, there be and there is hereby levied against all taxable property in the County of Montgomery, for the current taxable year, the sum of Sixty Thousand Dollars and No Cents (\$60,000.00) to be held in and known as the Tuberculosis Care and Treatment Fund, and the County Clerk is hereby authorized to extend such per cent on the Collector's books for the current taxable year against all the taxable property within Montgomery County as will raise the sum of Sixty Thousand Dollars and No Cents (\$60,000.00) provided that the per cent of levy shall not exceed .075 per cent of the value of all taxable property in Montgomery County, as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 12th day of November, 2002.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 02- 44

A TAX LEVY FOR THE COUNTY HIGHWAY FUND

WHEREAS, it has been determined that the amount of money as stated below is necessary and should be raised by the levy of a County Highway Tax for the purpose of maintaining the highways in Montgomery County, Illinois, required to be maintained and/or for the purpose of acquiring machinery and equipment for the maintenance of highways in Montgomery County, Illinois, required to be maintained, upon all the real estate and taxable property in the County as the same is equalized and assessed for the purpose of taxation for the current year, said amount of money being Two Hundred Ninety-Nine Thousand Dollars and No Cents (\$299,000.00) and for the specific purposes hereinafter set forth:

For the purpose of maintaining the highways in Montgomery County, Illinois, as required to be maintained by said County.....\$299,000.00

BE IT HEREBY RESOLVED by the County Board of Montgomery County meeting in adjourned session of its annual September meeting of the year 2002 that there be and there is hereby levied against all taxable property in the County of Montgomery, State of Illinois, for the current taxable year, and to be known as and held in the County Highway Fund the sum of Two Hundred Ninety-Nine Thousand Dollars and No Cents (\$299,000.00), and the County Clerk is hereby authorized to extend such per cent on the Collector's Books of said County for the current taxable year against all of the taxable property that will raise the sum of Two Hundred Ninety-Nine Thousand Dollars and No Cents (\$299,000.00), provided that the per cent of levy shall not exceed .10 per cent of the full, fair cash value of such taxable property as equalized or assessed by the Department of Revenue or exceed the maximum percentage of the full, fair cash value as limited or governed by the laws of the State of Illinois.

APPROVED and ADOPTED this 12th day of November, 2002.

Mike A. Havera
CHAIRMAN MIKE HAVERA

ATTEST:

Sandy Leitheiser
COUNTY CLERK SANDY LEITHEISER

RESOLUTION 02- 45

A TAX LEVY FOR THE COUNTY HIGHWAY FEDERAL AID MATCHING FUND

BE IT HEREBY RESOLVED by the County Board of Montgomery County that there be and there is hereby levied against all of the taxable property in the County of **Montgomery** for the current taxable year the sum of One Hundred Forty-Seven Thousand and No Cents (\$147,000.00) for the purpose of providing funds to pay the proportionate share of Montgomery County of the expenses in constructing highways in the Federal Aid Secondary System as is provided by law.

BE IT FURTHER RESOLVED that the County Clerk of Montgomery County extend such per cent on the Collector's Books of said County for the current taxable year against all of the taxable property in said County as will raise the sum of One Hundred Forty-Seven Thousand Dollars and No Cents (\$147,000.00). The tax provided for herein shall be levied and collected in like manner with the general taxes of the County of Montgomery and shall be in addition to the maximum of all other County taxes which the County is now or may hereafter be authorized by statute to levy upon the aggregate value of all taxable property within the County. Said tax, shall not be extended at a rate exceeding .05 per cent of the full, fair cash value of all taxable property, as equalized or assessed by the Department of Revenue of the State of Illinois and upon ascertaining the rate per cent that will produce the amount of such tax so levied herein any sum or amount to cover the loss or costs of collecting said tax. All monies derived from the "Matching Fund" shall be used for no other purpose.

APPROVED and ADOPTED this 12th day of November, 2002.

Mike A. Havera

CHAIRMAN MIKE HAVERA

ATTEST:

Sandy Leithiser

COUNTY CLERK SANDY LEITHEISER

RESOLUTION 02- 46

A TAX LEVY FOR THE SPECIAL AID TO COUNTY BRIDGE FUND

WHEREAS, it has been determined that the amount of money as stated below be raised for the purpose of administering Sections 5-501, 5-502, 5-503 and 5-504 of the Illinois Highway Code, and more specifically herein after set forth, on all the taxable property in the county as the same is equalized and assessed by the Department of Revenue for the purpose of taxation for the current year, said amount of money being the sum of One Hundred Forty-Seven Thousand Dollars and No Cents (\$147,000.00) and for the specified purposes hereinafter set forth.

BE IT HEREBY RESOLVED by the County Board of Montgomery County that for the following purposes and in the following amounts:

For the purpose of building and maintaining bridges on Road Districts and County roads in Montgomery County, Illinois.....\$147,000.00

That there be and there is hereby levied against all of the taxable property in the County of Montgomery, State of Illinois for the current taxable year, and to be known as and held in the "County Bridge Fund" the sum of One Hundred Forty-Seven Thousand Dollars and No Cents (\$147,000.00) provided that the per cent of levy shall not exceed .05 per cent of the full, fair cash value of such taxable property as equalized or assessed by the Department of Revenue. The tax provided for herein shall be in excess of any other rate limitations and shall be levied and collected for general County purposes.

APPROVED and ADOPTED this 12th day of November, 2002.

Mike A. Havera

CHAIRMAN MIKE HAVERA

ATTEST:

Sandy Leitheiser
COUNTY CLERK SANDY LEITHEISER

RESOLUTION 02- 47

A TAX LEVY FOR THE COUNTY EXTENSION SERVICE

WHEREAS, the Extension Council for Montgomery County, Illinois, has submitted its budget request to the Montgomery County Extension Board for Fiscal Year 2003; and

WHEREAS, a majority of the electors of Montgomery County have voted to adopt a levy for funding of the extension service program, pursuant to the County Cooperative Extension Law, Illinois Compiled Statutes, Chapter 505, Section 45, et. seq, and

WHEREAS, the Montgomery County Board has now considered the budget certified by the Montgomery County Extension Board, and has determined the following amount must be funded by special levy for Cooperative Extension Service programs in Montgomery County: \$121,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in adjourned session of its annual September meeting of the year 2002, after having ascertained the sum of One Hundred Twenty-One Thousand Dollars and No Cents (\$121,000.00) as being necessary to be raised for County Extension Service purposes for the current taxable year.

WHEREFORE, there be and there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois, for the current taxable year, the sum of One Hundred Twenty-One Thousand Dollars and No Cents (\$121,000.00) and the County Clerk is hereby authorized to extend such per cent on the Collector's books for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of One Hundred Twenty-One Thousand Dollars and No Cents (\$121,000.00), provided that the per cent of levy shall not exceed .05 per cent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 12th day of November, 2002.


CHAIRMAN MIKE HAVERA

ATTEST:


COUNTY CLERK SANDY LEITHEISER

BE IT HEREBY RESOLVED by the County Board of Montgomery County that the following salaries for the Fiscal Year 2003 beginning December 1, 2002 and ending November 30, 2003 are set for the following department heads:

SUPERVISOR OF ASSESSMENTS	\$ 38,855.00
PROBATION OFFICER	\$ 34,785.00
ASSISTANT PROBATION OFFICERS	\$125,241.00

APPROVED and ADOPTED this 12th day of November, 2002.

Mike A. Havera

CHAIRMAN MIKE HAVERA

ATTEST:

Sandy Leitheiser

COUNTY CLERK SANDY LEITHEISER

RESOLUTION 02- 49**AUTHORIZING STATE'S ATTORNEYS APPELLATE PROSECUTOR**

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Judicial Districts containing less than 3,000,000 inhabitants; and,

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor Act", Public Act 80-1, 1st Special Session, Illinois Compiled Statutes, Chapter 725, Section 210/1 et. seq., approved December 3, 1977, as amended; and,

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Appellate Prosecutor County Fund and two-thirds from the General Revenue Fund, provided that such funding receives county approval and support from within the respective Judicial Districts eligible to apply; and,

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys' continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor and the Illinois General Assembly have reviewed and approved a budget for Fiscal Year 2003, which funds will provide for the continued operation of the Agency.

NOW THEREFORE, BE IT RESOLVED that the Montgomery County Board, in regular session, this 12th day November 2002 does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorneys of this county in the appeal of all cases, when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney to prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in his duties under the Illinois Public Labor Relations Act, including negotiations thereunder, as well as in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED that the Montgomery County Board hereby agrees to participate in the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2003, commencing December 1, 2002, and ending November 30, 2003; by hereby appropriating a sum of money not to exceed \$11,000.00 for the express purpose of providing a portion of the funds required for financing the operation of the State's Attorneys Appellate Prosecutor, and agrees to deliver same to the Agency on request during the 2003 Fiscal Year.

APPROVED and ADOPTED this 12th day of November, 2002.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

MONTGOMERY COUNTY TRUSTEE
DELINQUENT TAX AGENT

P. O. Box 1452
Decatur, Illinois 62522
Telephone (217) 429-5050

Resolution: #02-50

DATE: OCTOBER 2, 2002
FROM: MONTGOMERY COUNTY BOARD
TO: MONTGOMERY COUNTY CLERK - SANDY LEITHEISER
MONTGOMERY COUNTY SUPERVISOR OF ASSESSMENTS - JULIE
PAYNE-KIEFER
MONTGOMERY COUNTY TREASURER/COLLECTOR - RONALD JENKINS
RE: NOTICE FROM COUNTY OFFICIALS--VOIDING OF TAX BILLS

NOTICE TO COUNTY OFFICIALS:

THE COUNTY HAS ACQUIRED CERTAIN PROPERTIES IN ACCORDANCE WITH THE
DELINQUENT TAX SALE PROCEDURE AND IN ACCORDANCE WITH THE PROPERTY
TAX CODE 35 ILCS, SEC 21-90, SEC 21-95, SEC 21-100, SEC 21-105.

THE COUNTY BOARD OF MONTGOMERY COUNTY REQUESTS THE VOIDING OF THE
TAX BILLS FOR THE PARCELS ON THE ATTACHED EXHIBIT.

APPROVED BY THE MONTGOMERY COUNTY BOARD ON THE 12th DAY OF
November 2002.

Mike A. Haver
COUNTY BOARD CHAIRMAN, MIKE HAVERA

William E. Sielschott
FINANCE COMMITTEE CHAIRMAN, BILL SIELSCHOTT

ATTEST BY: Sandy Leithaiser
MONTGOMERY COUNTY CLERK, SANDY LEITHEISER

Montgomery County Trustee 2001 - Tax Void List

COPY

02-000-627-00	10-002-836-00
04-000-884-00	11-100-059-00-10
04-001-183-00	11-100-059-00-14
04-001-554-00	11-100-059-00-30
04-001-598-00	11-100-059-00-47
04-001-630-00	11-100-059-00-50
04-001-910-00	11-100-059-00-8
05-000-524-00	11-100-059-08
05-000-942-00	11-100-059-12
05-000-957-00	11-100-059-15
05-000-963-00	11-100-059-17
05-000-968-00	11-100-059-26
06-000-764-00	11-100-059-36
06-000-836-00	11-100-059-51
06-000-901-00	11-100-059-59
07-000-229-00	11-100-059-77
07-000-254-00	11-100-059-91
07-000-259-00	11-100-059-92
08-100-306-10	11-100-059-99
08-100-707-93	11-201-772-04
08-100-707-94	11-203-021-00
08-103-715-00	12-000-570-00
08-104-143-00	13-000-530-00
08-201-563-00	13-000-558-00
08-202-321-00	16-000-669-00
08-202-488-00	16-001-312-00
09-000-939-05	16-001-522-00
09-000-947-00	16-001-599-00
10-001-082-00	16-001-986-00
10-002-047-00	16-002-012-00

17-000-096-50	
17-000-464-00	
17-000-523-05	
18-000-639-00	
18-000-651-00	
18-000-658-00	
18-001-344-00	

COPY

RESOLUTION NO. 02-51

WHEREAS, pursuant to Section 21-90 of the Illinois Property Tax Code (35 ILCS 200/21-90), the County Board of Montgomery County, Illinois, has undertaken a Delinquent Tax Program for the purposes of:

- (1) bringing about the recovery of delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and,
- (2) in the case of property to which the County of Montgomery, as Trustee, ultimately takes a Tax Deed pursuant to the Revenue Act, it will aid in the expeditious transfer of ownership and the return of that property to a tax paying status.

WHEREAS, pursuant to this program the County of Montgomery has acquired an interest in the following described real estate:

V6/6-7 R/W E OF ILLINOIS AVE & BETW ILL AVE & HARRISON ST 9-5-3021 10-33-504-002 S33 T09 R5

Parcel Index # 11-203-021-00

as described in Certificate No. 241 sold October 26, 1998.

WHEREAS, a public auction was held March 27, 2002, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest of the above described real estate. Proceeds from sale shall be paid to the Treasurer of Montgomery County, Illinois, and to be distributed according to law.

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 12th day of November, 2002.

Mike A. [Signature]

CHAIRMAN

ATTEST:

[Signature]

Clerk of the Board

DEED

Return Deed &
Mail Tax Statement To:

City of Litchfield
120 East Ryder Street
Litchfield, IL 62056

200200007449
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
12-04-2002 At 01:03 pm.
QUIT CLAIM 25.00
OR Book 834 Page 302 - 302

Instrument Book Page
200200007449 OR 834 302

THIS INDENTURE WITNESSETH, that the Grantor, MONTGOMERY COUNTY, TRUSTEE, (for all taxing districts having an interest herein), of the State of Illinois, for the consideration of the sum of -- TEN AND NO/100 -- Dollars and pursuant to authority given by the County Board of Montgomery County, Illinois, under Resolution duly adopted on May 17, 1994 does hereby CONVEY AND QUIT CLAIM TO: CITY OF LITCHFIELD

all interest in the following described real estate, situated in the County of Montgomery and State of Illinois:

V6/6-7 R/W E OF ILLINOIS AVE & BETW ILL AVE & HARRISON ST 9-5-3021 10-33-504-002 S33 T09 R5

Permanent Index No.: 11-203-021-00

Grantee to assume payment of the taxes for the year 2003 and thereafter.

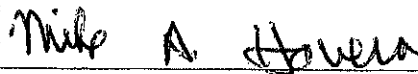
IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL HAVERA, Chairman of the County Board of County, Illinois, on the 12th day of November, 2002.

ATTEST:



Sandy Leitheiser
County Clerk of Montgomery County, Illinois

MONTGOMERY COUNTY, TRUSTEE



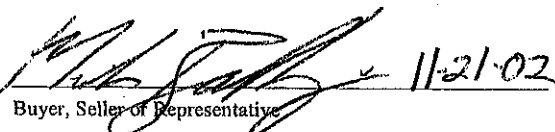
Chairman of the County Board of Montgomery County, Illinois

STATE OF ILLINOIS)
) ss.
COUNTY OF MONTGOMERY)

I, the undersigned, a notary public in and for said County in the State aforesaid, do here by certify that MICHAEL HAVERA, CHAIRMAN OF THE COUNTY BOARD, MONTGOMERY COUNTY, ILLINOIS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day, in person, and acknowledged that he signed, sealed and delivered the said instrument as such chairman of the County Board of Montgomery County, Illinois, caused the corporate seal of said County of Montgomery, Illinois, to be affixed thereon, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 21st day of November 2002.

"Exempt under provisions of Paragraph 'F',
Section 4, Real Estate Transfer Act."



Buyer, Seller or Representative 11-21-02



Vicky Murphy
NOTARY PUBLIC

OFFICIAL SEAL
VICKY MURPHY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7-10-2004

This Instrument Drafted by Dennis D. Ballinger

RESOLUTION # 02-52

Whereas, by statute the Supervisor of Assessments shall prepare maps, by county, of the townships indicating the number of inhabitants and equalized assessed value of each township for the preceding year and distribute a copy of the map to the county board and to each township supervisor, board of trustees, and sitting township assessor, and to the Department before August 1, 2002, and;

Whereas, such maps shall contain suggested multi-township assessment districts, and;

Whereas, the Montgomery County Supervisor of Assessments prepared and distributed such maps, and;

Whereas, objections were received to the suggested multi-township assessment district of East Fork, Grisham and Walshville Townships, and;

Whereas, an alternate multi-township district was not submitted by East Fork Township, who was the objector, and;

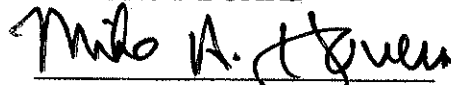
Whereas, the Montgomery County Board held a public hearing on November 11, 2002 to determine the composition of the multi-township assessment district in question as required by statute.

NOW THEREFORE BE IT RESOLVED that the composition of the multi-township assessment district in question shall be comprised of East Fork, Grisham and Walshville Townships.


This Resolution and every provision thereof shall:

- A. Be considered separable and the invalidation of any provision(s) shall not affect the validity of the remainder.
- B. Supercede any other Resolutions or parts thereof, conflict herewith.
- C. Take effect on January 1, 2006.

BY AND FOR THE MONTGOMERY COUNTY BOARD


Mike Havera, Chairman

ATTEST:


Sandy Leitheiser, Clerk

MEMBER

MONTGOMERY COUNTY BOARD
December 2nd, 2002

4 4 2
4 4 2
2 4 4

District #1 * 4-4-2 two capsules bearing 4-4-2 year designations
Dale Ogden -- (D) one capsule bearing 2-4-4 year designations
David Webb -- (D)
Charles Hampton -- (R)

2 4 4
4 4 2
2 4 4

District #2 two capsules bearing 2-4-4 year designations
Mike Havera -- (D) one capsule bearing 4-4-2 year designations
Don Petty -- (D)
Nelson Aumann -- (R)

4 4 2
4 4 2
2 4 4

District #3 * two capsules bearing 4-4-2 year designations
Bonnie Branum -- (D) one capsule bearing 2-4-4 year designations
George Blankenship *** (D)
Robert Durbin -- (D)

2 4 4
4 4 2
2 4 4

District #4 two capsules bearing 2-4-4 year designations
Dennis Jagodzinski -- (D) one capsule bearing 4-4-2 year designations
Terry Bone *** (D)
Mike Plunkett *** (D)

4 4 2
4 4 2
2 4 4

District #5 * two capsules bearing 4-4-2 year designations
Glenn Painter -- (D) one capsule bearing 2-4-4 year designations
Keith Horn -- (D)
Frank Komor -- (D)

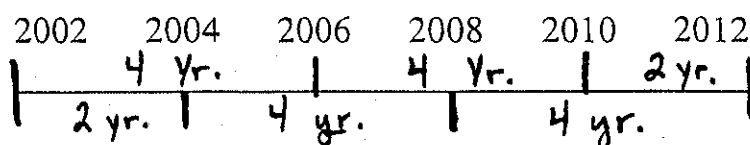
4 4 2
4 4 2
2 4 4

District #6 * two capsules bearing 4-4-2 year designations
Ronald Deabenderfer- (D) one capsule bearing 2-4-4 year designations
John Downs -- (D)
Roger Myers -- (R)

4 4 2
2 4 4
2 4 4

District #7 two capsules bearing 2-4-4 year designations
Bill Sielschott -- (D) one capsule bearing 4-4-2 year designations
Edward Helgen -- (R)
David Jackson -- (R)

*** Denotes newly elected Board Member



RESOLUTION 02- 53

A TAX LEVY FOR SENIOR CITIZEN SOCIAL SERVICES

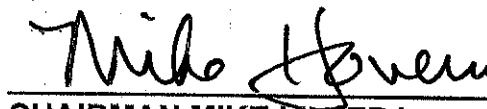
WHEREAS, a majority of the electors of Montgomery County have voted to adopt a levy for funding social services for senior citizens, pursuant to Illinois Compiled Statutes, Chapter 55, Section 5/5-1034, et. seq, and

WHEREAS, the Montgomery County Board has determined the following amount must be funded by special levy for social services for senior citizens in Montgomery County: \$76,250.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in its regular session of December in the year 2002, after having ascertained the sum of Seventy Six Thousand Two Hundred Fifty Dollars and No Cents (\$76,250.00) as being necessary to be raised for social services for senior citizens in the current taxable year.

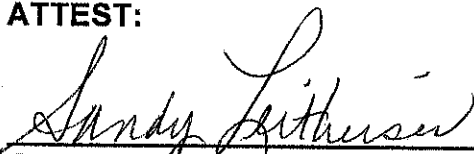
WHEREFORE, there be and there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois, for the current taxable year, the sum of Seventy Six Thousand Two Hundred Fifty Dollars and No Cents (\$76,250.00) and the County Clerk is hereby authorized to extend such per cent on the Collector's books for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of Seventy Six Thousand Two Hundred Fifty Dollars and No Cents (\$76,250.00), provided that the per cent of levy shall not exceed .025 per cent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 10th day of December, 2002.



CHAIRMAN MIKE HAVERA

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 02-54

TO ADOPT FISCAL YEAR 2003 FINANCIAL APPROPRIATION ORDINANCE (amended)

WHEREAS, the Finance Committee of Montgomery County has conducted hearings upon the budget requests and requirements of the various offices and departments of the County of Montgomery, and

WHEREAS, said Committee has duly considered said request in light of the financial condition of said County, and

WHEREAS, said Committee has made its recommendations to the full Board of the County of Montgomery;

BE IT THEREFORE ADOPTED AND RESOLVED by the County Board of Montgomery County, meeting in its regular session of December in the year 2002, that the attached Financial Appropriation Ordinance for Fiscal Year 2003 which commences December 1, 2002, and ends November 30, 2003, is hereby adopted and approved, said Ordinance setting forth appropriations totaling the sum of Fifteen Million, Forty Thousand, Eight Hundred Seventy- Two Dollars and No Cents. (\$15,040,872.00).

APPROVED and ADOPTED this 10th day of December, 2002.


CHAIRMAN MIKE HAVERA

ATTEST:


COUNTY CLERK SANDY LEITHEISER

AYES: 20

NAYES: 0

PRESENT: 20

ABSENT: 1

Montgomery County Board

Holiday Schedule for Year 2003

January 1, 2003	New Year's Day	Wednesday
January 20, 2003	Martin Luther King Day	Monday
February 17, 2003	President's Day	Monday
April 18, 2003	Easter Holiday	Friday
May 26, 2003	Memorial Day	Monday
July 4, 2003	Independence Day	Friday
September 1, 2003	Labor Day	Monday
October 13, 2003	Columbus Day (observed)	Monday
November 11, 2003	Veteran's Day	Tuesday
November 27, 2003	Thanksgiving Day	Thursday
November 28, 2003	Day after Thanksgiving	Friday
December 25, 2003	Christmas Day	Thursday
December 26, 2003	Day after Christmas	Friday

As approved by the MONTGOMERY COUNTY BOARD on Tuesday,

Dec 10 2002

Mike Havera

Chairman, Mike Havera

Sandy Leitheiser

County Clerk, Sandy Leitheiser

12/10/02

Date

12/10/02

Date

Ordinance No. 02-55

AN ORDINANCE SUPPLEMENTING AND AMENDING THE ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE COUNTY OF MONTGOMERY, ILLINOIS, THE CITIES OF HILLSBORO AND LITCHFIELD, AND THE VILLAGES OF SCHRAM CITY AND TAYLOR SPRINGS, ILLINOIS WHICH IS THE MONTGOMERY COUNTY ENTERPRISE ZONE

WHEREAS, the County Board of Montgomery County, Illinois, on September 8, 1992, adopted an Ordinance Establishing the Montgomery County Enterprise Zone within the Cities of Hillsboro and Litchfield, and the Villages of Schram City and Taylor Springs (as supplemented and amended the "County EZ Ordinance") which among other things provides for certain enterprise zone (EZ) incentives, including real estate tax abatements; and

WHEREAS, in connection with the County Enterprise Zone, the County of Montgomery (the County), the Cities of Hillsboro (Hillsboro) and Litchfield (Litchfield), and the Villages of Schram City (Schram City) and Taylor Springs (Taylor Springs) have each adopted the County Enterprise Zone Ordinance and have entered into an Enterprise Zone Intergovernmental Agreement dated August 5, 1992, and supplemented and amended March 12, 1991 and August 1, 2001; and

WHEREAS, the County, Hillsboro, Litchfield, Schram City and Taylor Springs desire to expand the Enterprise Zone into another area of Montgomery County, Illinois.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF, MONTGOMERY COUNTY, ILLINOIS as follows:

SECTION I: That the Montgomery County Enterprise Zone is hereby expanded to include the property included in the attached EXHIBIT A, which is attached hereto and made a part hereof by reference.

SECTION II: That in connection with said real estate referred to in EXHIBIT A, the City Clerk shall certify to the County Zone Administrator for the Montgomery County Enterprise Zone and to the Montgomery County Clerk that this Ordinance has been passed, agreeing to the expansion of the Montgomery County Enterprise Zone.

SECTION III: That Montgomery County, through its Chairman, County Clerk and appropriate representatives, are hereby authorized to take all further actions and execute all such other documents, including an amendment to the Enterprise Zone Intergovernmental Agreement in substantially the form presented at the meeting at which this ordinance is adopted, desirable or necessary to effect the execution, delivery and performance of this ordinance.

SECTION IV: That all ordinances, resolutions, or parts thereof in conflict herewith be and the same are hereby rendered inapplicable and ineffective to the extent of such conflict, and this ordinance shall be in full force and effect forthwith upon its adoption.

SECTION V: That except as amended by this ordinance, the previous Enterprise Zone Ordinance hereby passed shall remain in full force and effect.

SECTION VI: That this ordinance shall become effective upon adoption in accordance with applicable law.

PASSED AND ADOPTED This 10th day of December, 2002.

Ayes: 20

Nayes: 0

Present: 20

Absent: 1

APPROVED This 10th day of December, 2002.

Mike Havera
Chairman: Mike Havera

ATTEST:

Sandy Leitheiser
County Clerk: Sandy Leitheiser

**AMENDMENT TO ENTERPRISE ZONE
INTERGOVERNMENTAL AGREEMENT**

This Amendment to the County Enterprise Zone Ordinance and the Enterprise Zone Intergovernmental Agreement, which is dated the 10th day of Dec 2002, is made among the County of Montgomery, Illinois; the City of Hillsboro, Illinois; the City of Litchfield, Illinois; the Village of Schram City, Illinois; and the Village of Taylor Springs, Illinois.

SECTION I: Amendments:

That the County Enterprise Zone Ordinance shall be, and is, hereby amended to add additional land to the Montgomery County Enterprise Zone. Said real estate is described in the attached EXHIBIT A, which is attached hereto and made a part hereof by reference.

That this amendment to the Enterprise Zone Intergovernmental Agreement dated above shall become effective upon the last to sign of the parties, and shall be recorded in the real estate records of Montgomery County, Illinois.

That except as amended by this Amendment to Enterprise Zone Intergovernmental Agreement, the previous Enterprise Zone Intergovernmental Agreement, the previous Enterprise Zone Intergovernmental Agreement and amendments thereto shall remain in full force and effect.

Dated this 10th day of December, 2002.

COUNTY OF MONTGOMERY, ILLINIOS

By Michael A. Havera
Michael A. Havera, County Board Chairman

CITY OF HILLSBORO, ILLINOIS

By _____
Harold D. Whitten, Mayor

CITY OF LITCHFIELD, ILLINOIS

By _____
John L. Dunkirk, Mayor

VILLAGE OF SCHRAM CITY, ILLINOIS

By _____
Michael L. Rhoades, Mayor

VILLAGE OF TAYLOR SPRINGS, ILLINOIS

By _____
Carl Hallers, Mayor

STATE OF ILLINOIS)
) SS
 COUNTY OF MONTGOMERY)

I, SANDY LEITHEISER, do hereby certify that I am the County Clerk of the County of Montgomery, Illinois, and I do further certify that I am the keeper of the records, file ordinances, resolutions and records thereof of the County of Montgomery, Illinois, by virtue of my official position as aforesaid, and that the above and foregoing Ordinance No. 02-55, entitled "AN ORDINANCE SUPPLEMENTING AND AMENDING THE ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE COUNTY OF MONTGOMERY, ILLINOIS THE CITIES OF HILLSBORO AND LITCHFIELD AND THE VILLAGES OF SCHRAM CITY AN TAYLOR SPRINGS, ILLINOIS WHICH IS THE MONTGOMERY COUNTY ENTERPRISE ZONE", adopted at a regular meeting of the County Board of Montgomery County, Illinois on this 10th day of December 2002, is a true and correct and perfect copy of said Ordinance as it appears from the original of said Ordinance and the record thereof now on file.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County of Montgomery, Illinois, this 10th day of December 2002.

MONTGOMERY COUNTY

BY: Sandy Leithaiser
 SANDY LEITHEISER, County Clerk

(SEAL)

**OPTION TO PURCHASE
MINERAL LEASE**

Prepared by:

Craig R. Hedin
Attorney at Law
P.O. Drawer C
Mt. Vernon, Illinois 62864

OPTION TO PURCHASE MINERAL LEASE

This option to purchase Mineral Lease (herein "this Option") is made this 10TH day of October 10, 2002, by and between the **COUNTY OF MONTGOMERY, ILLINOIS**, with an address of Montgomery County Courthouse, Hillsboro, Illinois (herein "Optionor") and **BPI INDUSTRIES, INC.**, of 501 East DeYoung Street, Marion, Illinois, 62959, (herein "BPI").

WHEREAS, Optionor may own all or a portion of the coal bed methane, coal seam gas, all gas desorbed from coal or captured in the coal seam, and all gas in abandoned mines, void spaces, and zones in communication therewith, as to the following described lands (herein "Coal Bed Gas"); and,

WHEREAS, Optionor may own all or a portion of the oil, liquid hydrocarbons, all gases and their constituent products (except Coal Bed Gas as defined herein) as to the following described lands (herein "Oil and Gas"); and,

WHEREAS, for purposes of this Option, the Coal Bed Gas and the Oil and Gas may be referred to jointly as ("the Minerals"); and,

WHEREAS, in addition to owning a possible interest in the Minerals, Optionor would also own the right to explore, drill for, and produce the Minerals; and,

WHEREAS, Optionor desires to grant to BPI and BPI desires to receive from Optionor, an Option to purchase a Mineral Lease as to Optionor's interest in the

WHEREAS, in the event the Option is timely exercised by BPI, the Option shall be consummated by the execution and delivery by Optionor to BPI of a Mineral Lease in the form as attached hereto as Exhibit A (herein the "Mineral Lease"); and,

WHEREAS, Optionor and BPI desire to enter into this writing for purposes of setting forth the terms and conditions of this Option.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual benefits to be derived herefrom and One Dollar and other valuable consideration, Optionor and BPI agree as follows:

1. *Option.*

For and in consideration of **FORTY ONE THOUSAND FIVE HUNDRED DOLLARS (\$41,500.00)**, herein "the Option Payment", the receipt of which is hereby acknowledged, Optionor gives and grants to BPI the exclusive option to obtain a Mineral Lease corresponding to Optionor's interest in the Minerals pursuant to and upon the terms and conditions as set forth herein. In the event the Option is exercised, the Option Payment shall be applied to any amounts that may be due and owing pursuant to the Mineral Lease.

2. *Period of Option.*

This Option may be exercised by BPI by giving notice of the exercise thereof (herein the "Option Notice") to Optionor at any time during the period from the date of this Option until the 14th day of July, 2004, at 12:00 o'clock, P.M., (herein the "Exercise Period"). Notice shall be given and may be sent by personal delivery or by depositing the same in the United States Mail addressed to Optionor, postage prepaid and registered or certified with return receipt requested with notice being deemed to have been given and received upon the date of BPI's posting in the United States Mail as shown on the postal receipt or the date of personal delivery if delivered in this manner. In the alternative, the notice may be given by prepaid courier service addressed to Optionor and requiring the signature of Optionor upon delivery with said notice being deemed to have been given and received upon the date of BPI's delivery to the courier service as shown on the signed receipt of the courier service.

The Exercise Period may be extended, at BPI's sole discretion, for a period of 540 days. The Exercise Period may be so extended by BPI paying to the optionor the sum of **FIFTY ONE THOUSAND SEVEN HUNDRED DOLLARS (\$51,700.00)** on or before 5:00 P.M., on the last day of the Exercise Period. If said payment is timely made, then the Exercise Period, as provided herein, shall continue and be extended until 5:00 P.M. on the 540th day from the last day of the Exercise Period.

3. Mineral Lease.

Contemporaneous with the execution of this Option, Optionor executes the Mineral Lease in the form as set forth on Exhibit A attached hereto. In the event this Option is timely exercised as provided herein, BPI shall execute the Mineral Lease and said lease shall be deemed delivered to BPI and shall cover and be effective as to all interest of Optionor in the Minerals as of the date of this Option.

4. Review During Exercise.

During the Exercise Period of the Option, Optionor will cooperate with BPI for purposes of determining the title of Optionor as to the Minerals and for purposes of conducting field tests as to the Minerals. Optionor, upon request, shall provide to BPI all title materials corresponding to Optionor's interest in the Minerals. Optionor shall also cooperate with BPI in providing access to the Minerals for purposes of conducting any test deemed necessary by BPI to determine the extent and nature of the Minerals. Such testing may include the utilization of the surface corresponding to the Minerals, the drilling for core samples or for the conducting of seismic, and other operations pertaining thereto. BPI shall indemnify and hold Optionor harmless from any claim for damages that may be asserted against Optionor with respect to BPI's operations pursuant to the matters set forth in this paragraph.

5. Memorandum of Option:

Optionor and BPI shall execute a memorandum of this option and record the same in the County Clerk and Recorder's Office in the county where the Minerals are located. All parties dealing with Optionor with respect to the Minerals shall deal and take any interest subject to the rights of BPI and the obligations of Optionor as set forth herein.

6. Succession of Assignment.

This Option and the Mineral Lease resulting from the exercise thereof shall be binding upon and inure to the benefit of the parties hereto together with their successors and assigns. All rights of the parties under this Option may be assigned without restriction but notice of such assignment should be given in writing to the other party.

EXECUTED the day and year above written.

OPTIONOR

MONTGOMERY COUNTY, ILLINOIS

BY Mike A. Jones

It's Chairman

OPTIONEE

BPI INDUSTRIES, INC.

BY [Signature]

Its PRESIDENT

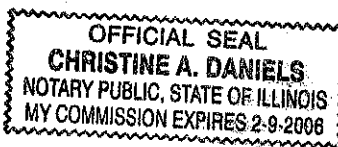
STATE OF ILLINOIS)
) SS
COUNTY OF Montgomery)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Mike Havera personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered the said instrument as his 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 seal this 14th day of January, 2003.

Christine A. Daniels
Notary Public

My Commission Expires:
2-9-2006



STATE OF ILLINOIS)
) SS
COUNTY OF Montgomery)

I, the undersigned Notary Public, in and for said County in the State aforesaid, do hereby certify that James Azlein, personally known to me to be the _____ of **BPI INDUSTRIES, INC.**, whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such County Board Chairman he signed and delivered the said instrument of writing as President of said Corporation, pursuant to authority given by the Board of Directors of said Corporation as his free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and seal this 14th day of January, 2003.

Christine A. Daniels

Notary Public

My Commission Expires:

2-6-2009



BOOK

3 PAGE 269

MINERAL LEASE

Prepared by

and

Return to:

Dan J. Anderson

BPI Industries, Inc.

501 East DeYoung Street

Marion, Illinois 62959

MINERAL LEASE

This Mineral Lease (herein "this Lease") is made and entered into this _____ day of _____, 2003, by and between the **COUNTY OF MONTGOMERY, ILLINOIS**, with the address of Montgomery County Courthouse, Hillsboro, Illinois (herein the "Lessor"), and **BPI INDUSTRIES, INC.**, of 501 East DeYoung Street, Marion, Illinois 62959, (herein the "Lessee").

THIS INDENTURE WITNESSETH:

1. The Lessor, for and in consideration of Ten Dollars and other valuable consideration, the receipt of which is hereby acknowledged, and for and in consideration of the covenants and agreements herein provided on the part of the Lessee, has granted, demised, leased, and let, and by these presents does grant, demise, lease and let unto Lessee, all of Lessor's title and interest, but only to the extent in fact actually legally owned or held by Lessor, in the Coal Bed Gas (as herein defined) and the Oil and Gas (as herein defined) underlying the following described land:

See Attached Exhibit For Legal Descriptions

“Coal Bed Gas” shall mean herein all coal bed methane, coal seam gas, all gas desorbed from coal or captured in the coal seam, all gas produced from abandoned mines, void spaces, and zones in communication therewith and all associated hydrocarbons contained therein, with the right to investigate, explore, drill, operate, produce, save, take care of, treat, process, and transport, and market the Coal Bed Gas.

“Oil and Gas” shall mean all oil, liquid hydrocarbons, gases, and their constituent produces except for Coal Bed Gas together with the right to investigate, explore, drill, operate, produce, save, take care of, treat, process, and transport and market the Oil and Gas

Lessor or its assigns hereby excludes and expressly reserves the right to explore for, mine, operate, produce, remove or market coal and other hard minerals.

It is agreed that the right of Lessor or its assigns to explore for, mine, operate, produce, remove and market coal or other hard minerals shall take precedence and that BPI's rights hereunder shall be subordinate to those mining rights. BPI's operations shall not interfere with any operations by Lessor or it's assigns with respect to the coal and other hard minerals.

Coal Mining Operations. Lessee acknowledges that the coal and other hard minerals located in and under the land, and the right to mine and remove the same, are of great value and importance to Lessor and its lessees (“Mineral Tenants”). The right to mine and remove said coal and other hard minerals, whether by underground methods, surface-mining methods, or other methods, shall be paramount to all rights granted to Lessee hereunder. There are excepted from the Land and the Depth and from the mining and appurtenant rights, waivers and immunities granted to Lessee hereunder, and hereby reserved to Lessor, the right drill and maintain openings through the Land and the Depth for purposes of exploring for, developing, working, mining, removing, shipping and transporting any and all coal, clay and other hard minerals under and within the Land. Lessee shall use composite casing in conjunction with its operations. Within sixty (60) days after receiving notice from a Mineral Tennant under such leases that any operation being conducted or facility being maintained by Lessee has or within ninety (90) days will become an interference with the coal mining operations of a Mineral Tenant under such leases, Lessee shall, at Lessee's expense, take such steps as may be required to eliminate or prevent such interference, including the plugging of wells and/or removal of such facilities in order to provide for mine-through conditions in accordance with applicable laws. In the event lessee plugs any

wells pursuant to its operations which have not previously been the subject of a notice from a Mineral Tenant, said wells shall be plugged in such a manner so as to provide for mine-through conditions in accordance with applicable laws.

Because full extraction mining (e.g. longwall) may be used and subsidence may result, Lessee agrees that all surface facilities (including pipelines) will either be designed to withstand the effects of subsidence or will be removed prior to mining or left in place but with no liability to Mineral Tenant if damage occurs.

Lessee further agrees that:

Lessor shall be notified of any proposed well location, and if Lessor is the surface owner, Lessor shall have the right to approve any roads, equipment and facility locations, pipelines and all other improvements required by Lessee hereunder;

Lessee shall use its best efforts to drill holes and maintain wells as close to the vertical as possible and shall furnish Lessor with information (including without limitation, downhole surveys) concerning the locations of all holes in the seam and all holes on the adjacent Land and adjacent properties if Pooling and Unitization is used;

Lessee shall make every effort to prevent infiltration of oil and gas, brine, water, and other fluids into any workable coal seam except by way of an initial hydraulic "frac treatment" and any breach in the integrity of the well shall be rectified by the Lessee as soon as possible;

After bonding or providing other security in accordance with all Laws, Lessee shall plug all abandoned wells in strict accordance with all Laws;

Lessee shall protect the Land from drainage as a reasonable and prudent operator and drill such offsetting wells as a reasonable and prudent operator in the same or similar circumstances.

Water Disposal. Lessor grants to Lessee the right to dispose of water in the association with production of Covered Hydrocarbons from wells drilled pursuant to this agreement. Those rights are limited to water thus produced and Lessee shall not be permitted to dispose of water on the Land from other sources outside the Land. Lessee shall be responsible for all expenses of disposal, including, without limitation, drilling and casing. All water disposal operations (including without

limitation, drilling and depth and location of water disposal wells) permitted hereunder will be conducted in accordance with all applicable Laws. Lessee shall provide Lessor with copies of (a) all applications relating to water disposal wells filed with applicable regulatory authorities for such wells within (3) three days of such filing and (b) all approvals of applicable regulatory authorities within three (3) days of Lessee's receipt.

General Operating Conditions. Lessee shall:

Comply with all federal, state, and local laws, statutes, ordinances, and orders applicable to Lessee's operations.

Fully indemnify, defend and hold harmless Lessor from and against any and all loss, liability, damage, cost, and expense imposed as a result of any such laws.

Abstain from committing any waste or unnecessary damage and from depositing any materials, supplies or litter on the land;

Obtain permission to enter the Land from both the surface owner and tenant or comply with 765 ILCS. Lessee shall be solely responsible for surface damages caused by Lessee and to clean up and restore the Land as nearly as practical.

For purposes of this lease, Coal Bed Gas and Oil and Gas may jointly be referred to as "Minerals".

2. For the same consideration as set forth above, Lessor grants, demises, leases, and lets to Lessee the right (a) to use the seismograph and other geophysical and geological methods of exploration; (b) to inject gas, water, and other fluids and air into the subsurface strata; (c) to lay pipelines, establish and utilize facilities for the disposition of produced substances; (d) to build roads, bridges, tanks, utility lines, power stations and other structures; (e) to undertake recovery by primary and secondary or other methods; (f) to have the right of ingress and egress as to lands described herein or other lands under lease to Lessee; and (g) to utilize the surface to the extent of Lessor's title for all purposes as described herein.

3. This Lease shall and does include all lands and interest therein contiguous to or appurtenant to the lands specifically described herein, and owned or claimed by Lessor including all interest in which Lessor has a preferential right of acquisition or acquires

by reversion or otherwise, whether or not specifically described herein. This Lease shall also include all lands underlying all alleys, streets, roads or highways and if the land is riparian to, bounds, or embraces within its boundaries a stream, lake, or other body of water, then all of Lessor's interest in the lands under said bodies of water and all area now or hereafter added by accretion. This Lease shall cover all interest in the lands covered hereby now owned or hereafter

vested in or claimed by Lessor.

4. This Lease shall remain in force for a primary term of five (5) years from the date hereof and as long thereafter as Minerals, or any of them, are being produced from the lands described herein or land with which said land is pooled or unitized.

5. If operations for the exploration of Minerals are not commenced on the lands described herein or on land pooled therewith on or before one year from the date of this Lease, Lessee shall pay or tender to Lessor an advance royalty computed based upon 50 cents per net acre of Coal Bed Gas interest (with ownership based on coal record title) and 50 cents per net acre of Oil and Gas interest (with ownership based on oil and gas record title) owned by Lessor which shall cover the privilege of deferring commencement of such operations for a period of 12 months. In like manner and upon like payments or tenders on an annual basis thereafter, the commencement of said operations may be further deferred for successive periods of the same number of months, each during the primary term. Payment or tender of the advance royalty shall be made to the Lessor at the following address:

Montgomery County Treasurer

#1 Courthouse Square

Hillsboro, Illinois 62049

The payment or tender of the advance royalty may be made by check, draft, or other means of payment and mailed or delivered to Lessor or either Lessor, if more than one, on or before the advance royalty payment date. Notwithstanding the death of the Lessor or Lessor's successors in interest, the payment or tender of advance royalty in the manner provided herein shall be binding on the successors and assigns of the Lessor or Lessor's successors in interest. All advance royalties paid by Lessee shall be recouped from actual royalties which may be due and owing to Lessor and which royalties correspond to production.

6. If, prior to the discovery of Minerals, or any of them, on the lands described herein or on land pooled therewith, Lessee should drill and abandon a dry hole or holes thereon, or if, after discovery of Minerals, or any of them, the production thereof should cease from any cause for 120 consecutive days, this Lease shall not terminate if Lessee commences additional drilling or reworking operations within 120 days thereafter or (if it be within the primary term) commences or resumes the payment or tender of advance royalties on or before the advance royalty paying date next ensuing after the expiration of 12 months from the date of completion and abandonment of said dry hole or holes or the cessation of production as defined herein. If at the expiration of the primary term, Minerals, or any of them, are not being produced on the lands described herein or

land pooled therewith but Lessee is then engaged in operations for drilling or reworking of any well or wells thereon, this Lease shall remain in full force so long as such operations or said additional operations are commenced and prosecuted, (whether on the same or successive wells) with no cessation of more than 120 consecutive days and if they result in production, so long thereafter as Minerals or any of them are produced from the lands described herein or lands pooled therewith.

7. The Lessee shall pay to the Lessor the following royalties:

(a) One-Eight (1/8) of the amount realized by Lessee from the sale of Coal Bed Gas.

(b) One-eighth (1/8) of the oil and liquid hydrocarbons within the Oil and Gas produced and saved with the same to be delivered at the well or to the credit of the lessor in the pipeline to which a well may be connected, based upon Lessor's ownership of the *oil* within the Oil and Gas as to the lands described herein.

(c) The market value at the mouth of the well of one-eight (1/8) of the gas within the Oil and Gas sold or used or one-eight (1/8) of the amount realized from the sale thereof at the well, based upon Lessor's ownership of the *gas* within the Oil and Gas as to the lands described herein.

8. If at any time there is a well or wells on the lands which are capable of producing Coal Bed Gas or gas within Oil and Gas and such well or wells are shut in, and if this Lease is not being continued in force by some other provision hereof, then this Lease shall nevertheless continue in force for a period of 90 days from the date such well or wells are shut in and before the expiration of any such 90 day period, Lessee may pay or tender an advance annual royalty payment of \$100.00 for each such well and if such payment or tender is made, this Lease shall continue in force and it shall be considered that Coal Bed Gas and gas within Oil and Gas are being produced within the meaning of paragraph 4 hereof for one year from the date such payment is made in a like manner, subsequent advance annual royalty payments may be made or tendered and this Lease shall continue in force and it should be considered that Coal Bed Gas and gas within Oil and Gas are being produced within the meaning of paragraph 4 during any annual period or which such royalty payment is so paid or tendered. Notwithstanding the foregoing, payment of the aforescribed royalties for any shut-in well or wells shall not exceed a period of 5 years. Perpetuation of this Lease by payment of royalty as provided in this paragraph shall be in lieu of payment of advance royalties as provided in paragraph 5 above. In addition, payment of any royalty pursuant to this paragraph shall be recouped by Lessee from any royalty payment otherwise payable to Lessor pursuant to actual production of Minerals or any of them.

9. Lessee is granted the right to pool or unitize this Lease, the land covered hereby or any part thereof, with other land or leases or parts thereof for the production of Minerals, or any of them, covered hereby. No production for Coal Bed Gas or gas with Oil and Gas shall embrace more than 160 acres plus a tolerance of 10% thereof. No production for oil within Oil and Gas shall embrace more than 80 acres plus a tolerance of 10% thereof. Notwithstanding, if any federal or state law, executive order, rule, or regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation or allowable. Lessee shall execute in writing an instrument identifying and describing the pooled or unitized acreage. Such unit shall be designated either before or after the completion of any wells. Operations and production on any part of the pooled or unitized acreage shall be treated as if such operations were upon or such production was from the land described in this Lease whether the well or wells be located on the land covered by this Lease or other lands. The entire acreage so pooled into a unit shall be treated for all purposes, except for the payment of royalties on production from the pooled or unitized lands, as if it were included within this Lease. In lieu of the royalties herein provided, Lessor shall receive on production from a unit so pooled or unitized only such proportion of the royalty stipulated herein as the amount of Lessor's acreage placed in the unit or Lessor's royalty interest therein on an acreage basis bears to the total acreage so pooled or unitized.

10. Lessee shall have the right to use, free of costs, all Minerals covered by this Lease for all operations hereunder except for water from Lessor's wells or tanks. Any royalty payment to the Lessor shall be computed after deducting any amount so used. When requested by Lessor, Lessee shall bury all pipelines below plow depth. Lessee shall pay for all damages caused by Lessee's operations to growing crops on the land. The amount of any such damage payment shall be based upon the fair market value of the actual crops destroyed. Lessee shall have the right at any time to remove any equipment, property, or fixtures placed on the land by Lessee together with the right to draw and remove all casing and other downhole equipment.

11. The rights of either party to this Lease may be assigned in whole or in part and the provisions hereof shall extend to the successors and assigns of the parties but no change or division in ownership of the Minerals covered hereby with respect to the lands or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee or require the installation of separate measuring tanks or devices. No such change or division in the ownership of the Minerals in the lands or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has furnished Lessee with the instrument or certified copies thereof constituting said person's chain of title from the original Lessor. Any assignment of this Lease by Lessee, in whole or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder and if any Assignee of any part or parts hereof shall

fail to comply with any provisions of this Lease, such default shall not affect this Lease insofar as it covers the part retained by Lessee or another assignee.

12. In the event Lessor considers that Lessee has not complied with its obligations hereunder, both express and implied, including the obligation of production as provided in paragraph 4, Lessor shall give written notice to Lessee setting forth specifically in what respects Lessee has failed to comply with Lessee's obligations pursuant to this Lease. Lessee shall then have 60 days from receipt of such notice to commence and thereafter pursue with reasonable diligence such action as may be necessary or proper to satisfy the obligation of Lessee, if any, with respect to Lessor's notice. Neither the service of the notice nor the doing of any acts by Lessee intended to satisfy any of the alleged obligations shall be deemed an admission or presumption that Lessee has failed to perform all of its obligations hereunder. No judicial action may be commenced by Lessor with respect to any of said obligations until after the 60 day period as provided herein. Lessee shall be given a reasonable opportunity after judicial ascertainment to prevent the forfeiture or termination of this Lease by discharging its express or implied obligation as established by the court.

13. Lessee, at its option, may discharge any tax, mortgage, or other lien upon the interest and in the event Lessee does so, it should be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder towards satisfying the same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in the Minerals covered hereby as to the lands less than the entire fee simple estate, then the royalties and other payments to be paid lessor shall be reduced proportionately. This Lease shall be binding upon all who execute it and they shall be considered lessors, whether or not they are named in the granting clause hereof and whether or not all parties named in the granting clause execute this Lease.

14. To the extent that Lessor owns no interest in the surface as to the lands described herein, the provisions set forth herein with respect to surface obligations shall not be applicable except to the extent as may be required by law.

15. Lessee may at any time surrender this Lease as to all or any part thereof by delivering or mailing a release to Lessor and if surrendered only as to a part thereof, any payments based upon acreage shall be reduced proportionately.

16. Lessee shall comply with all applicable federal, state, and local law, statutes, ordinances, regulations, and orders applicable to Lessee's operations and the conditions created thereby.

17. When any operation contemplated by this Lease is delayed or interrupted as a result of any cause whatsoever beyond the control of Lessee or any event of force majeure, or as a result of any state, federal, or municipal law, ordinance, executive order, rule, or regulation, then the time for

such delay or interruptions shall not be counted against Lessee as to any timeframe required by this Lease. Lessee shall not be held liable in damages because of any such delay or interruption.

18. In the event the coal interest is the subject of a coal mining lease or other agreement authorizing the mining and removal of coal, the Lessor acknowledges that the operations for the mining and removal of coal may involve the venting of Coal Bed Gas into the atmosphere as a waste product for the protection and efficiency of the mining operation. Lessee shall have no obligation to recover any gas as may be vented during such coal development and Lessee shall have no liability or obligation to Lessor for any royalties on such vented gas. The parties further acknowledge that Coal Bed Gas may be vented and lost during repairs to or the testing of wells or prior to the connection of any wells to gathering and/or transmission lines in conjunction with Lessee's operations. Under such circumstances, Lessee shall not be liable or obligated to Lessor for any royalties on such vented and lost gas.

19. Lessor shall pay a proportionate part of any and all taxes levied or assessed upon the production of Minerals covered hereby and Lessee is authorized to pay such taxes and assessments on behalf of Lessor and to deduct the same so paid from any monies otherwise payable to the Lessor. Lessor's proportionate part shall correspond to the amount of royalty corresponding to Lessor's interest in the Minerals.

20. Lessor shall have the right at any time, at Lessor's expense to:

- a. Inspect by all appropriate means Lessee's facilities on the Land;
- b. Test Lessee's meters and other measuring and testing devices;
- c. Sample, test measure and gage production of the wells, including the right, but not the obligation, to install meters on lines;
- d. Observe Lessee in the performance of Lessee's obligations under this lease; and
- e. By appointment, examine or audit, during the term of this lease and for three years thereafter, the books, records, supporting documents, files and correspondence of Lessee maintained in connection with the lease and the production and /or sale of the coal gas or coal gas products from the Land at Lessee's place of business.

21. Special Operating Methods: Lessee shall provide to Lessor, upon request and at Lessor's expense, all survey information which Lessee may now have or hereafter obtain to inform Lessor fully as to the exact location of any well drilled and copies of all logs, drill stem test records, core analyses, pressure tests, or any other information obtained by Lessee in the course of drilling any well on lands covered under this lease.

22. Lessee agrees that no well will be drilled within 300 feet of any personal residence, or building used in a commercial business.

23. This Lease shall be binding upon and inure to the benefit of the parties hereto together with their successors and assigns. To the extent that the interest covered by this Lease constitutes any part of the homestead estate of Lessor, then the Lessor releases and waives all rights under and by virtue of the homestead exemption laws of the State of Illinois.

EXECUTED the day and year above written.

LESSOR

COUNTY OF MONTGOMERY, ILLINOIS

BY _____

Its _____

LESSEE

BPI INDUSTRIES, INC.

BY _____

Its _____

STATE OF ILLINOIS)

) SS

COUNTY OF _____)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered the said instrument as his 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 seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

STATE OF ILLINOIS)

) SS

COUNTY OF _____)

I, the undersigned Notary Public, in and for said County in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of **BPI INDUSTRIES, INC.**, whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such _____ he signed and delivered the said instrument of writing as _____ of said Corporation, pursuant to authority given by the Board of Directors of said Corporation as his free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

EXHIBIT A

PROPERTY DESCRIPTION (Montgomery County, Illinois)	Gross Acres M/L
T8N-R4W Sec. 26: W/2SW Less 10 ac.; Sec. 27: All; Sec. 28: All except 2 ac. in SE corner of NENW, Less 1 acre in SW corner of NENE; Sec. 29: SESE; Sec. 33: All Less 1.8 acre in SWSW; Sec. 34: All Less 5.75 ac. in SESE; Sec. 35: W/2NW, W/2SW Less S 28 rods.	2,885.45
T9N-R4W That part of the Southeast Quarter of Section 28, Township 9 North, Range 4 West of the Third Principal Meridian described as follows: Beginning at a point on the East line of the said Southeast Quarter, which point is 26 rods and 9-1/4 feet South of the Northeast corner of the Southeast Quarter of said Section 28; thence West 42-2/3 rods; thence South 26 rods; thence West 12-1/3 rods; thence South 15 rods 10-3/4 feet; thence West 75 rods; thence South 91-2/3 rods to the South line of said Section 28; thence East along the South line of said Section 28, 130 rods to the Southeast corner thereof; thence North along the East line of said Section 28, 133 rods and 7 feet, more or less, to the place of beginning (except that part thereof conveyed to George Burnap by deed recorded in Deed Record 8, Page 123, described as follows: That part of the Southeast Quarter of Section 28, Township 9 North, Range 4 West described as beginning at the Southeast corner of said Section 28, running thence West 24 rods; thence North 14 degrees East 18 rods; thence South 43 degrees East 26 rods, 23 links to the place of beginning; Also excepting that part thereof conveyed to Daniel Hefley by Deed recorded in Deed Record 31 at Page 308 described as follows: That part of the Southeast Quarter of the Southeast Quarter of Section 28, Township 9 North, Range 4 West of the Third Principal Meridian, described as follows: Commencing at a stake 34 rods North and 39-1/2 rods West of the Southeast corner of said Quarter Section; thence North 36 degrees, West 10 rods; thence North 66 degrees, East 16 rods; thence South 36 degrees, East 10 rods; thence South 66 degrees West 16 rods to the place of beginning. Also excepting that part thereof conveyed to Charles W. Jenkins by deed recorded in Deed Record 36, at Page 281, described as follows: Commencing at a point in the Hillsboro and Springfield Road 91-2/3 rods North and 58 rods West of the Southeast corner at the Southeast Quarter of Section 28, Township 9 North Range 4 West of the Third Principal Meridian; thence West 43 rods to corner of Hedge; thence South 77 degrees East with Hedge 44 rods to Hillsboro and Springfield Road; thence North along said road 11 rods to the place of beginning; Also, the West Half of the Northeast Quarter of Section 33, Township 9 North, Range 4 West of the Third Principal Meridian;	158.50
T7N-R3W Sec. 17: SWSW Sec. 18: S/2SE subject to ROW of N Y C and St L Railroad.	120.00
T8N-R4W Sec. 8: SESW, W/2SE except the SESWSE.	110.00
T7N-R4W Sec. 17: SESE, Part of N/2SWSE begin at NE corner of said half Quarter Quarter section, W 56 Rods, S 40 Rods, E 16 Rods, N 40 Rods to beginning. Sec. 20: N/2NWNE, NENE.	114.00

PROPERTY DESCRIPTION (Montgomery County, Illinois)		Gross Acres M/L
T8N-R4W	Sec. 16: SWSW Sec. 21: N/2NW except begin 14 rods S of NW corner running E 10 rods to a stake, S 16 rods to a stake, W 10 rods to a stake, N 16 rods to beginning which was conveyed for Church purposes.	119.00 ✓
T8N-R3W	Sec. 10: E/2NW	80.00 ✓
T8N-R4W	Sec. 8: N/2SW, SWSW except the S 20 ft.	119.40 ✓
T8N-R4W	<u>TRACT A:</u> The South 13 Acres of the North Half of the Northwest Quarter of the Southwest Quarter of Section Nine (9); and The North 14 Acres of the South Half of the Northwest Quarter of the Southwest Quarter of Section Nine (9); All in Township Eight (8) North, Range Four (4) West of the Third Principal Meridian in Montgomery County, Illinois.	124.00 ✓
	<u>TRACT B:</u> The North 7 Acres of the Northwest Quarter of the Southwest Quarter of Section Nine (9) in Township Eight (8) North, Range Four (4) West of the Third Principal Meridian in Montgomery County, Illinois.	
	<u>TRACT C:</u> Part of the Northwest Quarter of Section Nine (9), Township Eight (8) North, Range Four (4) West of the Third Principal Meridian, described as follows, to-wit: Beginning at a point on the West line of said Quarter Section 94 rods South of the Northwest corner of said Quarter Section, running thence South 66 rods; thence East 120 rods; thence North 66 rods; thence West 120 rods to the place of beginning, containing 49-1/2 acres, more or less; and Also, that part of the East Half of the Northeast Quarter of Section Eight (8), Township Eight (8) North, Range Four (4) West of the Third Principal Meridian, described as follows, to-wit: Beginning at the Southeast corner of said Quarter Section; thence running North 71 degrees West 4 rods and 12-1/2 links; thence North 7 degrees 45 minutes East 58 rods; thence South 15 rods and 11 links; thence East 4 rods; thence South to the place of beginning, containing 1 acre and 76 square rods, more or less; and Also, the Northeast Quarter of the Southeast Quarter of Section Eight (8), Township Eight (8) North, Range Four (4) West of the Third Principal Meridian, except 1/2 acre off of the East side thereof, containing 39-1/2 acres, more or less;	
T8N-R4W T9N-R4W	<u>Tract A:</u> The East Half of the Southwest Quarter of Section 34, in Township 9 North, Range 4 West of the Third Principal Meridian; and The North 43-1/2 acres of the West Half of the Northwest Quarter of Section Three in Township 8 North, Range 4 West of the Third Principal Meridian, all in Montgomery County, Illinois	445.92 ✓
	<u>Tract B:</u> That part of the Southwest Quarter of the Southeast Quarter of	

PROPERTY DESCRIPTION (Montgomery County, Illinois)

**Gross Acres
M/L**

Section 3, Township 8 North, Range 4 West of the Third Principal Meridian, described as follows: Beginning at a stone at the Northwest corner of said Quarter Quarter Section, running thence South 395 feet; thence running North 51 degrees 40 minutes East along the center of the public highway to the center of the concrete culvert in said highway; thence North 63 degrees 40 minutes East 189 feet to the North line of said Quarter Quarter Section; thence West 565 feet to the place of beginning, containing 2.31 acres, more or less, situated in Montgomery County, Illinois.

Tract C.

The East Half of the Northwest Quarter of Section 3; and

The Northwest Quarter of the Southeast Quarter of Section 3; and

The Northeast Quarter of Section 3, excepting from said Quarter Section the following tract: Beginning at the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 3; thence running North 30 rods; thence West 9 rods; thence South 30 rods to the Hillsboro-Springfield Road; thence Southeast of said road to a point due South of the beginning; thence North 7 rods to the place of beginning, conveyed for cemetery purposes;

The Northwest Quarter of the Northwest Quarter of Section 2, excepting therefrom the following: Beginning at the Southwest corner of said Quarter Quarter Section running thence North 30 rods; thence East 12 rods; thence South 30 rods and thence West 12 rods to the place of beginning, containing 2-1/4 acres;

All of the above land being in Township 8 North, Range 4 West of the Third Principal Meridian, in Montgomery County, Illinois.

T9N-R4W Sec. 28: Part of SE beginning at a point 55 rods W of NE corner, W 44 rods, S 36-1/3 rods, W 6 rods, S 32 rods, E 50 rods, N 68-1/3 rods to beginning (containing 20 acres). **20.00**

T8N-R4W
T9N-R4W An undivided one-half interest in and to the following: **125.10**

All coal beneath the surface of the following described tracts of real estate:

A strip of land two rods wide off the South end of the West Half of the Northwest Quarter of Section 34; and the East Half of the Southwest Quarter of Section 34, both of said tracts being situated in Township 9 North, Range 4 West of the Third Principal Meridian; also the North 43-1/2 acres of the West Half of the Northwest Quarter of Section 3, in Township 8 North, Range 4 West of the Third Principal Meridian.

Also an undivided one-third interest in and to all coal beneath the surface of the following described real estate: A tract of land containing 60/100ths of an acre in the Northwest Quarter of the Northwest Quarter of Section 2, Township 8 North, Range 4 West of the Third Principal Meridian, described as follows: Beginning at a point 12 rods East of the Southwest corner of said quarter quarter section, thence running East to the State Hard Road known as Route No. 16, thence Northwesterly along the South and West side of said Route No. 16 to a point where said line intersects the East line of Cress Hill Cemetery Association, thence South along the East line to the point of beginning.

PROPERTY DESCRIPTION (Montgomery County, Illinois)**Gross Acres
M/L**

T7N-R3W T7N-R4W T8N-R3W	The Southwest Quarter of the Southwest Quarter of Section Five (5) in Township Seven (7) North, Range Three (3) West of the Third Principal Meridian; The Southeast Quarter of the Southeast Quarter and the West Half of the Southeast Quarter, all in Section Six (6), Township Seven (7) North, Range Three (3) West of the Third Principal Meridian; The Southwest Quarter of the Southeast Quarter and the Northeast Quarter of the Southeast Quarter, all in Section Seven (7), Township Seven (7) North, Range Three (3) West of the Third Principal Meridian; The West Half of the Southwest Quarter of Section Eight (8), all in Township Seven (7) North, Range Three (3) West of the Third Principal Meridian; The East Half of the Southeast Quarter of Section Twelve (12), Township Seven (7) North, Range Four (4) West of the Third Principal Meridian; The South Half of the Southeast Quarter of Section Fifteen (15) in Township Eight (8) North, Range Three West of the Third Principal Meridian; The Northeast Quarter, the North Half of the Southeast Quarter, and the Southwest Quarter of the Southeast Quarter, all in Section Twenty-two (22), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian; The West Half of the Northeast Quarter and the West Half of the Southeast Quarter, all in Section Twenty-seven (27), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian; and The West Half of the Northeast Quarter; the Northeast Quarter of the Southwest Quarter; the North Half of the Northwest Quarter of the Southeast Quarter; and a tract in the Southeast corner of the Southeast Quarter of the Northwest Quarter described as follows: Commencing at the Southeast corner of said Quarter Quarter Section; thence North with the East line thereof, 340 feet; thence West 340 feet; thence South 340 feet; thence East to the place of beginning; All in Section Thirty-four (34), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian; Situating in Montgomery County, Illinois.	1,062.60
T8N-R3W	Sec. 32: W/2NW	80.00
T8N-R4W	Sec. 20: Portion of the South 2/3 of the SW, Lying East of the old Hillsboro & St. Louis Rd, running through said Quarter section.	76.65
T8N-R4W	Sec. 18: SENE Sec. 17: SWNW	80.00

PROPERTY DESCRIPTION (Montgomery County, Illinois)		Gross Acres M/L
T8N-R3W	Sec. 11: SW, SE Sec. 14: N/2 Sec. 13: NW, W/2NWNE	820.00
T8N-R3W	Sec. 16: W/2SE	80.00
T8N-R4W	Sec. 35: SESE	40.00
T8N-R4W	Sec. 17: N/2NW	80.00
T8N-R4W	Sec. 16: N/2SW, SENW, E 30 rods of SWNW, South 10 rods of NENW, South 10 rods of East 30 rods of NWNW	141.88
T7N-R4W	Sec. 19: N 60 acres of the W/2SE	60.00
T8N-R4W	Sec. 9: W/2SE	80.00
T8N-R4W	Sec. 5: SWNW	40.00
T7N-R4W	Sec. 19: SENE Sec. 20: SWNW	80.00
T8N-R4W	Sec. 21: S/2NW	80.00
T9N-R4W	Sec. 33: S/2SE, N 60 acres of the E/2NE, S/2SENE	160.00
T9N-R4W	Sec. 33: N/2SE	80.00
T9N-R4W	Sec. 33: E/2NE Sec. 28: Part of SE beginning at the SE corner, running W along Section line 24 rods, North 14 deg. East 18 rods, South 43 deg. East 26 rods & 23 links to place of beginning.	80.66
T8N-R4W	Sec. 16: Part of NW beginning at NW cor run E 80 Rd, S 70 Rd, W 30 Rd, S 90 Rd to S Line, W 50 Rd to SW corner, N along W line of section 160 Rd to beginning, N 35 ac of NENW, N 23 ac of NWNE Sec. 9: E/2SW	201.13
T8N-R4W	<u>Tract 1:</u> That part of the Southeast Quarter of the Southeast Quarter of Section 3, beginning at the Southeast corner of a 15 acre tract of land deeded by Jacob Whitehead to William W. Keel, recorded in Deed Record 15, Page 413; thence West 30 rods; thence North 10-2/3 rods; thence East 28 rods; thence North 69-1/3 rods; thence East 2 rods; thence South 80 rods to the place of beginning in said Section 3, Township 8 North, Range 4 West of the Third Principal Meridian, situated in Hillsboro Township, Montgomery County, Illinois; and <u>Tract 2:</u> An undivided fifteen-sixteenths interest in and to that part of the Southeast Quarter of the Southeast Quarter of Section 3, Township 8 North, Range 4 West of the Third Principal Meridian, bounded by a line drawn as follows: Beginning at the Northwest corner of said Quarter Section and running thence East 28 rods; thence South 68 rods and 8-1/2 feet; thence West 28 rods; thence North 68 rods and 8-1/2 feet to the place of beginning in said Section 3, Township 8 North, Range 4 West of the Third Principal Meridian, situated in Hillsboro	17.31

PROPERTY DESCRIPTION (Montgomery County, Illinois)		Gross Acres M/L
Township, Montgomery County, Illinois.		
T8N-R4W	Sec. 29: NESE, E/2SWSE, S/2NE, NWSE, W/2SWSE	200.00
T8N-R4W	Sec. 29: E/2NW	80.00
T8N-R4W	Sec. 5: E/2NWSW, Part SWSW commencing at NE corner; West 10 rods, South 3 rods, SE along road to a point 12 rods South of beginning point on East line, North 12 rods to the place of beginning.	21.00
T7N-R4W	Sec. 17: E/2SESW Sec. 20: E/2NENW, NESENW	58.00
T7N-R3W	Sec. 15: SWNW Sec. 16: 12.12 acres in NE part of SENE beginning at NE corner, S 660 ft, W 800 ft, N 660 ft, E 800 ft. to beginning. S/2SWSWNE part of NWSE beginning at NW cor, S 8 rods, E 15 rods, S 1 rod, E 65 rods, N 9 rods to NE cor, W 80 rods to beginning.	61.53
T7N-R4W	Sec. 20: S/2NWNE, SWNE	60.00
T7N-R4W	Sec. 4: All; Sec. 5: E3/4, NWNW; Sec. 6: E/2NE, SWNE; Sec. 7: SENW, S 50 ac. of E/2NE, SWNE, SE; Sec. 8: All Sec. 9: N/2, W/2SW; Sec. 17: W 60 ac. of N/2NE, NW; Sec. 18: NE, E 120 acres of SE	3,940.00
T8N-R4W	Sec. 31: S 30 ac. of SWNE, E/4; Sec. 32: All	
T8N-R3W	Sec. 13: S/2NE	80.00
T8N-R4W	Sec. 19: N/3 of E/2SE Sec. 20: S/2NW less 10 ac in NW corner deeded to John Blair, beginning at NW corner of SWNW, E 63 rods, S 25 rods 10 links, W 63 rods, N 25 rods 10 links to beginning, N/3SW	150.00
T8N-R4W	Sec. 17: NENE	40.00
T8N-R4W	Sec. 9: N 21 acres of S 46 acres of W/2SW	21.00
T9N-R4W	That part of the Northeast Quarter of the Southeast Quarter of Section 28 in Township 9 North, Range 4 West of the Third Principal Meridian, described as follows: Commencing at a point 12 rods South of the Northeast corner of the said Southeast Quarter, and running thence West 55 rods; thence South 14 rods and 9-1/2 feet; thence East 55 rods; and thence North 14 rods and 9-1/2 feet to the place of beginning;	40.50
	The Northwest Quarter of the Southwest Quarter of Section 27 in Township 9 North, Range 4 West of the Third Principal Meridian, excepting the North 5 acres of said Quarter Quarter Section; and	
	That part of the Northeast Quarter of the Southeast Quarter of Section 28 in Township 9 North, Range 4 West of the Third Principal Meridian, described as follows: Beginning at a point 10 rods South of the Northeast corner of said Southeast Quarter; thence South 2 rods; thence West 55 rods; thence North 2 rods; thence East 55 rods to the place of beginning.	

PROPERTY DESCRIPTION (Montgomery County, Illinois)	Gross Acres M/L
<p>T9N-R4W The West Half of the Northeast Quarter and the West Half of the East Half of the Northeast Quarter of Section Thirty-four (34), excepting so much thereof as lies West of the hedge fence growing near the West line of said Quarter Section and quitclaimed by Norman Michael to Joseph Burnap, and recorded in Deed Record 43, Page 82 in the Recorder's Office of Montgomery County, Illinois.</p> <p>Also, the East 42 rods and 4 feet of the East Half of the Northeast Quarter of said Section Thirty-four (34), and all that part of the Southwest Quarter of Section Twenty-six (26), and all that part of the Northwest Quarter and the West Half of the Northeast Quarter of Section Thirty-five (35) lying South of the South line of the right of way of the Cleveland, Cincinnati, Chicago & St. Louis Railway Company;</p> <p>All being in Township Nine (9) North, Range Four (4) West of the Third Principal Meridian, containing 279 acres, more or less, situated in Montgomery County, Illinois.</p>	279.00
<p>T7N-R3W Sec. 7: SW fractional Quarter, NWSE, SESE Sec. 18: N/2NW fractional Quarter, NWNE</p>	429.00
<p>T7N-R4W Sec. 13: E/2NE</p>	
<p>T8N-R3W <u>PARCEL NO. 1:</u> T9N-R3W</p> <p>The East Half of the Northwest Quarter of Section Two (2), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian; also the East Sixty (60) acres of the South Half of the Northeast Quarter; the Southeast Quarter of Section Thirty-six (36); Township Nine (9) North, Range Three (3) West of the Third Principal Meridian; containing Two Hundred ninety-seven and eighty-seven hundredths (297.87) acres, more or less; and being part of the same land conveyed by Richard Lyerly, et ux, to Robert R. Hammond on September 27, 1912, and recorded in Book 117 of Deeds, page 333 of the records of said County.</p> <p><u>PARCEL NO. 2:</u></p> <p>The Northwest Quarter of the Northeast Quarter; the West Half of the Southwest Quarter of the Northeast Quarter of Section Thirty-six (36), Township Nine (9) North, Range Three (3) West of the Third Principal Meridian; containing sixty (60) acres, more or less and being part of the land conveyed by William C. Redman, et ux, to Robert R. Hammond on September 14, 1912, and recorded in Book 117 of Deeds, page 337 of the records of said County.</p> <p>Also the Southeast Quarter of the Northwest Quarter of Section Thirty-six (36), Township Nine (9) North, Range Three (3) West of the Third Principal Meridian; containing forty (40) acres, more or less and being the same land conveyed by William C. Redman, et ux, to Robert R. Hammond on October 29, 1912, and recorded in Book 117 of Deeds, page 373 of the records of said County.</p> <p><u>PARCEL NO. 3:</u></p> <p>The Southeast Quarter; the Southeast Quarter of the Northeast Quarter except the North one (1) acre thereof, of Section Thirty-five (35); and the Southwest Quarter of the Northwest Quarter; the Northwest Quarter of the Southwest Quarter of Section Thirty-six (36), Township Nine (9)</p>	3,477.14

PROPERTY DESCRIPTION (Montgomery County, Illinois)**Gross Acres
M/L**

North, Range Three (3) West of the Third Principal Meridian; containing in all Two Hundred seventy-nine (279) acres, more or less; and being part of the same land conveyed by John Hucker, et ux, to Robert R. Hammond on September 25, 1912, and recorded in Book 117 of Deeds, page 275 of the records of said County.

PARCEL NO. 4:

The Southeast Quarter of the Northwest Quarter; the Southwest Quarter of the Northeast Quarter, a strip of land Two (2) rods wide off the North side of the Southeast Quarter of the Northeast Quarter of Section Thirty-five (35) Township Nine (9) North, Range Three (3) West of the Third Principal Meridian; containing eighty-one (81) acres, more or less; and being part of the same land conveyed by Isaac Marshall Neisler, et ux, to Robert R. Hammond on September 23rd, 1912 and recorded in Book 117 of Deeds, page 277 of the records of said County.

PARCEL NO. 5:

The Southeast Quarter of the Southeast Quarter of Section Twenty-five (25); and the Northeast Quarter of the Northeast Quarter of Section Thirty-six (36); Township Nine (9) North, Range Three (3) West of the Third Principal Meridian; containing in all eighty (80) acres, more or less; and being part of the same land conveyed by James W. Mowrey, et al, to Robert R. Hammond on October 16, 1912, and recorded in Book 110 of Deeds, page 105 of the records of said County.

PARCEL NO. 6:

The Southeast Quarter of the Southwest Quarter of Section Twenty-six (26); and the Northeast Quarter of the Northwest Quarter; the North Half of the Northeast Quarter, of Section Thirty-five (35) Township Nine (9) North, Range Three (3) West of the Third Principal Meridian; containing in all one hundred sixty (160) acres, more or less; and being the same land conveyed by Anna E. Parkhill and husband, to Robert R. Hammond on September 17, 1912, and recorded in Book 117 of Deeds, page 266 of the records of said County.

PARCEL NO. 7:

The Southwest Quarter of the Southwest Quarter; the west ten (10) acres of the Southeast Quarter of the Southwest Quarter of Section Thirty-six (36) Township Nine (9) North, Range Three (3) West of the Third Principal Meridian; containing fifty (50) acres, more or less; and being the same land conveyed by William J. McDavid, et ux, to Robert R. Hammond on September 14, 1912, and recorded in Book 117 of Deeds, page 272 of the records of said County.

PARCEL NO. 8:

The Northeast Quarter of the Southwest Quarter; the east thirty (30) acres of the Southeast Quarter of the Southwest Quarter of Section Thirty-six (36) Township Nine (9) North, Range Three (3) West of the Third Principal Meridian, containing seventy (70) acres, more or less; and being the same land conveyed by John Russell McDavid, et ux, to Robert R. Hammond on September 14, 1912, and recorded in Book 117 of Deeds, page 273 of the records of said County.

PROPERTY DESCRIPTION (Montgomery County, Illinois) **Gross Acres**
M/L

PARCEL NO. 9:

The North Half of the Northwest Quarter of Section Thirty-six (36); and the Southeast Quarter of the Southwest Quarter; fourteen (14) acres off the east side of the Southwest Quarter of the Southwest Quarter of Section Twenty-five (25), Township Nine (9) North, Range Three (3) West of the Third Principal Meridian; containing in all one hundred thirty-four (134) acres, more or less; and being the same land conveyed by William Kitchell to Robert R. Hammond on September 27, 1912, and recorded in Book 117 of Deeds, page 274 of the records of said County.

PARCEL NO. 10:

The South Half of the Southeast Quarter of Section Twenty-six (26); and the west twenty-six (26) acres of the Southwest Quarter of the Southwest Quarter of Section Twenty-five (25) Township Nine (9) North, Range Three (3) West of the Third Principal Meridian, containing in all one hundred six (106) acres, more or less; and being the same land conveyed by Amanda L. Bohn and husband, to Robert R. Hammond on September 26, 1912, and recorded in Book 117 of Deeds, page 276 of the records of said County.

PARCEL NO. 11:

The East Half of the Southwest Quarter of Section Thirty-five, Township Nine (9) North, Range Three (3) West of the Third Principal Meridian; also the east fifty and thirteen one-hundredths (50.13) acres, more or less, of Lot Number Two (2), usually described as the Fractional North Half of the Northeast Quarter of Section One (1), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian; containing in all one hundred thirty and thirteen hundredths (130.13) acres, more or less; and being part of the same land conveyed by Frank F. Price, et ux, to Robert R. Hammond on October 12, 1912, and recorded in Book 117 of Deeds, page 329 of the records of said County.

PARCEL NO. 12:

The south one hundred four (104) acres of the Southwest Quarter of Section One (1); and the south one hundred four (104) acres of the Southeast Quarter of Section Two (2), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian; containing in all two hundred eight (208) acres, more or less; and being part of the same land conveyed by Harry S. Hargrave, et ux, to Robert R. Hammond on September 28, 1912, and recorded in Book 117 of Deeds, page 278 of the records of said County.

PARCEL NO. 13:

The Southeast Quarter of the Southeast Quarter of Section Twelve (12); and the North Half of the Northeast Quarter of the Northeast Quarter of Section Thirteen (13), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian; containing in all sixty (60) acres, more or less; and being part of the same land conveyed by Henry M. Ludwick, a widower, to Robert R. Hammond on October 12, 1912, and recorded in Book 117 of Deeds, page 320 of the records of said County.

PROPERTY DESCRIPTION (Montgomery County, Illinois)**Gross Acres
M/L****PARCEL NO. 14:**

The Southeast Quarter of the Southeast Quarter of Section One (1); and the East Half of the Northeast Quarter; the West Half of the Southeast Quarter; Fourteen (14) acres off the east side of the East Half of the Southwest Quarter of Section Twelve (12); and the East Half of the Northwest Quarter of the Northeast Quarter of Section Thirteen (13), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian; containing two hundred thirty-four (234) acres, more or less; and being part of the same land conveyed by Ina O. Whitten, et al, to Robert R. Hammond on October 15, 1912, and recorded in Book 117 of Deeds, page 334 of the records of said County.

PARCEL NO. 15:

The following described tract of land in Section One (1) Township Eight (8) North, Range Three (3) West of the Third Principal Meridian; Beginning at the Southeast corner of the Northeast Quarter of Section One (1); thence North twenty and forty-three one-hundredths (20.43) chains, more or less; thence west eighteen and eighty-four one-hundredths (18.84) chains, more or less; thence south thirty-three and seventy-nine one-hundredths (33.79) chains, more or less; thence east eighteen and eighty-seven one-hundredths (18.87) chains, more or less; thence north thirteen and fifty-four one-hundredths (13.54) chains, more or less, to the place of beginning.

Also the following described tract of land in Sections One (1) and Two (2), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian; Beginning at the Southwest corner of the Northeast Quarter of Section Two (2); thence South thirteen and seventy-four one-hundredths (13.74) chains, more or less; thence east fifty-three and fifty-three one-hundredths (53.53) chains, more or less; thence north thirty-three and thirty-four one-hundredths (33.34) chains, more or less; thence West fifty-three and eighty-four one-hundredths (53.84) chains, more or less; thence south nineteen and nineteen one-hundredths (19.19) chains, more or less, to the place of beginning.

Containing in all two hundred forty-one and seventy-eight hundredths (241.78) acres, more or less; and being part of the same land conveyed by Sophronia C. Cress, et al, to Robert R. Hammond on October 12, 1912, and recorded in Book 110 of Deeds, page 102 of the records of said County.

PARCEL NO. 16:

The Southwest Quarter of Section Two (2), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian; containing one hundred sixty (160) acres, more or less, and being the same land conveyed by Mrs. Gertrude Price Laws and husband, to Robert R. Hammond on July 1st, 1912, and recorded in Book 117 of Deeds, page 281 of the records of said County.

PARCEL NO. 17:

The Southwest Quarter of the Northeast Quarter of Section Twelve (12) Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, containing forty (40) acres, more or less, and being the same

PROPERTY DESCRIPTION (Montgomery County, Illinois)

**Gross Acres
M/L**

land conveyed by Henry Harp, a widower, to Robert R. Hammond on October 1, 1912 and recorded in Book 117 of Deeds, page 261 of the records of said County.

PARCEL NO. 18:

The Northeast Quarter of the Southeast Quarter of Section Twelve (12), excepting two (2) rods off the east side thereof, of Township Eight (8) North, Range Three (3) West of the Third Principal Meridian; containing thirty-nine (39) acres, more or less, and being the same land conveyed by Frank Harp, et ux, to Robert R. Hammond on September 28, 1912, and recorded in Book 117 of Deeds, page 279 of the records of said County.

PARCEL NO. 19:

The West Half of the Northwest Quarter of Section Two (2), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, containing seventy-eight and sixty-six one-hundredths (78.66) acres, more or less, and being the same land conveyed by Duncan McLean, et ux, to Robert R. Hammond on October 16, 1912, and recorded in Book 117 of Deeds, page 335 of the records of said County.

PARCEL NO. 20:

The North Half of the Northeast Quarter of Section Two (2), (known as Lot Two); and the North Half of the Northwest Quarter of Section One (1), (Known as Lot Two); and that part of the North Half of the Northeast Quarter of Section One (1), (known as Lot Two), lying West of a tract of land containing fifty and thirteen one-hundredths (50.13) acres, more or less of Township Eight (8) North, Range Three (3) West of the Third Principal Meridian; containing in all one hundred eighty-six and fifty-six one-hundredths (186.56) acres, more or less; and being the same land conveyed by Helen I. Price, a widow, to Robert R. Hammond on October 14, 1912, and recorded in Book 117 of Deeds, page 323 of the records of said County.

PARCEL NO. 21:

Part of Section One (1), described as follows: Beginning at a point in the center of said Section One (1); thence north nineteen and nine-tenths (19.9) chains more or less; thence West twenty-six and thirty-one one-hundredths (26.31) chains, more or less; thence south thirty-three and thirty-four one-hundredths (33.34) chains, more or less; thence east twenty-six and two-tenths (26.2) chains, more or less; thence north thirteen and seven-tenths (13.7) chains, more or less, to the place of beginning,

Also beginning at a point in the center of said Section One (1); thence south thirteen and seven-tenths (13.7) chains, more or less; thence east twenty and eighty-seven one-hundredths (20.87) chains, more or less; thence north thirty-three and seventy-nine one-hundredths (33.79) chains, more or less; thence west twenty and eighty-four one-hundredths (20.84) chains, more or less, to the center line of said Section One (1); thence south nineteen and nine-tenths (19.9) chains, more or less, to the place of beginning, in Township Eight (8) North, Range Three (3) West of the Third Principal Meridian.

PROPERTY DESCRIPTION (Montgomery County, Illinois)**Gross Acres
M/L**

Containing in all one hundred fifty-eight and fourteen one-hundredths (158.14) acres, more or less; and being the same land conveyed by Sarah C. Fink, a widow, to Robert R. Hammond on October 8, 1912, and recorded in Book 117 of Deeds, page 311 of the records of said County.

PARCEL NO. 22:

The south twenty-four (24) acres of the North Half of the Southeast Quarter of Section One (1); the Southwest Quarter of the Southeast Quarter of Section One (1); the Northwest Quarter of the Northeast Quarter of Section Twelve (12); and the east twenty (20) feet of the south one hundred (100) rods of the Northwest Quarter of Section Twelve (12); of Township Eight (8) North, Range Three (3) West of the Third Principal Meridian; containing in all one hundred four and seventy-five one-hundredths (104.75) acres, more or less, and being the same land conveyed by Elizabeth Burke, a widow, to Robert R. Hammond on October 19, 1912, and recorded in Book 117 of Deeds, page 352 of the records of said County.

PARCEL NO. 23:

The Northwest Quarter of Section Eleven (11), except one-half (1/2) acre out of the southeast corner thereof; and the south one hundred and sixteen (116) acres of the Northeast Quarter of Section Eleven (11), except one-half (1/2) acre out of the southwest corner thereof; Township Eight (8) North, Range Three (3) West of the Third Principal Meridian; containing in all two hundred and seventy-five (275) acres, more or less; and being the same land conveyed by Harry S. Hargrave, et ux, to Robert R. Hammond on September 28, 1912, and recorded in Book 117 of Deeds, page 280 of the records of said County.

PARCEL NO. 24:

The north forty-four (44) acres of the Northeast Quarter of Section Eleven (11); and the Northwest Quarter of Section Twelve (12), except the east twenty (20) feet of the south one hundred (100) rods thereof; Township Eight (8) North, Range Three (3) West of the Third Principal Meridian; containing in all two hundred three and twenty-five one-hundredths (203.25) acres, more or less; and being the same land conveyed by Harry S. Hargrave, et ux, to Robert R. Hammond on October 14, 1912, and recorded in Book 117 of Deeds, page 330 of the records of said County.

T8N-R4W	Sec. 9: E/2SE	80.00
T8N-R4W	Sec. 8: W/2NE	80.00
T7N-R4W	Sec. 20: N/2NWSW Sec. 19: NESE	68.00
T8N-R3W	Sec. 8: W/2SE, W 93-1/3 ac of E 140 ac of NW, N 20 ac of SW, Part of SW beginning at SW cor, E 24 ft. 9 in., N 140 rods, W 24 ft. 9 in., S 140 rods to beginning.	354.62
	Sec. 17: NW	

PROPERTY DESCRIPTION (Montgomery County, Illinois)	Gross Acres M/L
T7N-R3W Sec. 19: NWNE, S/2NE except the right of way of the New York Chicago & St. Louis Railroad Company.	117.50
T7N-R4W Tract A: Sec. 17: NESE, S 3/4 of S/2NWSE, Part NESW begin at SE cor., run N 4 Rds, W 80 Rds, S 4 Rds, E 80 Rds to beginning.	262.00
Tract B: Sec. 16: SWNW, NWSW; Sec. 17: E/2NENE, S/2SWNE, N 25 ac. of NWSE;	
Tract C: Sec. 17: W/2SENE, N/2SWNE, S/2 of that part of NE lying on E side of Shoal Creek.	
T8N-R4W Sec. 19: S 1/3 of NESE, SESE	83.34
Sec. 20: Part of NWSW beginning at SW cor. N 26-2/3 rods, E 13 ch 6-1/3 links, S along center line of Hillsboro & St. Louis Rd to S line, W 12 ch 36 links to beginning, SWSW West of said road.	
T9N-R3W The Northeast Quarter of the Northeast Quarter of Section 21, the South 10 acres of the Northwest Quarter of the Northeast Quarter of Section 21, the South Half of the Northeast Quarter of Section 21, the South three-fourths of the East Half of the Northwest Quarter of Section 21; and the North Half of the Southeast Quarter of Section 21, containing in all 270 acres, more or less; part of the Southwest Quarter of the Northwest Quarter of Section 22 described as follows: Beginning at the Southwest corner of the Northwest Quarter of said Section, thence East 8 rods, thence North 27 rods, thence West 4 rods, thence North 21.82 rods, thence West 4 rods, thence South 48.82 rods to the place of beginning, also part of the Southwest Quarter of the Southwest Quarter of said Section 22 described as follows: Beginning at a point 20 rods East of the Southwest corner of said Section, thence North 24 rods to center line of Irving Road, thence Eastwardly along said center line to the East line of the Southwest Quarter of the Southwest Quarter of said Section, thence South to the South line of said Section, thence West to the place of beginning, containing 8 acres, more or less; the Northeast Quarter of the Northeast Quarter of Section 22; the Southeast Quarter of the Northwest Quarter of the Northeast Quarter of Section 22; the North Half of the Southeast Quarter of the Northeast Quarter of Section 22; the West 13 acres of the South Half of the Southeast Quarter of the Northeast Quarter of Section 22; the East 8 acres of the South Half of the Southwest Quarter of the Northeast Quarter of Section 22; the North Half of the Southwest Quarter of Section 22; and a tract bounded as follows: Beginning 20 rods East of the Northwest corner of the South Half of the Southwest Quarter of Section 22; running thence South 55 rods, thence East 52 rods; thence South 3 rods and 10 feet, thence East 8 rods, thence South 20 rods to the South line of said Section, thence East along said line 80 rods to the East line of said Half Quarter Section, thence North of said line 80 rods to the North line of the South Half of the Southwest Quarter, and thence West along said line 140 rods to the point of beginning, containing in this tract 66 acres, more or less; that part of the Southeast Quarter of Section 22 bounded as follows: Commencing at the Northwest corner of said Quarter Section and running thence South to the intersection of the Northwest line of Warren Street in the Town of Irving with the West line of said Quarter Section, thence Northeast along the Northwest line of Warren Street to the point where the Northwest line of Warren Street intersects the North line of said Quarter Section, thence West on said North line to the point of	4,458.07

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PROPERTY DESCRIPTION (Montgomery County, Illinois)**Gross Acres****M/L**

beginning, containing in this tract 25.64 acres, more or less; a tract beginning at the point where the Northeast line of Elm Street in the Town of Irving intersects the North line of the Southeast Quarter of Section 22, running thence Southeast to State Street in said Town of Irving, thence Northerly to the Northeast corner of said Quarter Section, thence West along the North line of said Quarter Section to the point of beginning, excepting the right-of-way of the Cleveland, Cincinnati, Chicago and St. Louis Railroad across said tract, and containing in said tract 5 acres, more or less; the following Blocks and Lots in the Original Town of Irving in the Southeast Quarter of Section 22; all of Blocks 1, 2, 7, 8, 9, 10, 11, 14, 15, 16, 17, 21, 22, 24, 25, 26, 28, 30, 31, 33, 34, 35, 36, 37, 38, 39 and 40; the Southwest Half of Lot 1 and all of Lots 2, 3, 4, and 5 in Block 3; the Southwest Half of Lot 2; the Northeast Half of Lots 3 and 5, and all of Lots 4 and 6 in Block 4; all of Lots 2, 3, 4, 5 and 6 in Block 5; all of Lots 1 and 2, excepting the Northwest 10 feet thereof, and all of Lots 5 and 6 in Block 6; all of Lot 1, excepting beginning 20 feet Northeast of the Southwest corner, running thence Southeast 40 feet; thence Northeast 20 feet, thence Northwest 40 feet, and thence Southwest 20 feet to the place of beginning; all of Lots 3, 4, 5, 6, 7, 8, 9, 10, and 11 in Block 12; all of Lots 1, 2, 3, 4, 5, 6, 9, 10, 11 and 12 in Block 13; all of Lots 7, 8, 9, 10, 11 and 12 in Block 19; all of Lots 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Block 20; all of Lots 5, 6, 7, 8, 9, 10, 11 and 12 in Block 23; all of Lots 1, 2, 3, 6, 7, and 8 in Block 27; all of Block 32 except 50 feet off the Northwest end of Lot 7 in said Block; and all of Lots 1, 2, 3, 4, 5, 6, 9, 10, 11 and 12 in Block 29; also the following Blocks and Lots in Bell's Addition to the Town of Irving; all of Block 1 and 3; all of Lots 1, 2, 3, 4, 5, 6, 8, 9 and 10 in Block 2; all of Lots 1, 2, 3, 6, 7, 8 and 9 in Block 4; all in Section 22 and containing 329.19 acres, more or less; all of Section 23, excepting the right-of-way of the Cleveland, Cincinnati, Chicago and St. Louis Railroad, and also except the North 16-95/132 rods of the South 53-3/4 rods of the Southwest Quarter of the Northwest Quarter lying West of the right-of-way of said railroad, containing in all 628.75 acres, more or less; the South Half of Section 24; the East Half of the Northeast Quarter of Section 24; and the West Half of the Northwest Quarter of Section 24, containing in all 480 acres, more or less, the North Half of Section 25; the North Half of the Southwest Quarter of Section 25, except a tract 20 rods North and South by 8 rods East and West in the Southwest corner of the Northwest Quarter of said Southwest Quarter; and the Northeast Quarter of the Southeast Quarter of Section 25 containing 439 acres, more or less; the North 3/4 of Section 26, except the South 15 rods of the West 40 rods of the North Half of the Northwest Quarter of the Northwest Quarter of Section 26, containing 476.25 acres, more or less, all of Section 27, except the right-of-way of the Cleveland, Cincinnati, Chicago and St. Louis Railroad, containing 634.9 acres, more or less; the East Half of Section 28, except the North 10 feet of the Southeast Quarter of the Southeast Quarter of Section 28, and except one acre out of the Southeast corner of the Northwest Quarter of the Southeast Quarter of said Section 28; the South Half of the Northeast Quarter of the Northwest Quarter of Section 28; the North Half of the Southeast Quarter of the Northwest Quarter of Section 28; the Southwest Quarter of the Southeast Quarter of the Northwest Quarter of Section 28; the East three-fourths of the South Half of the Southwest Quarter of the Northwest Quarter of Section 28; and the Southwest Quarter of Section 28, all excepting the right-of-way of the Cleveland, Cincinnati, Chicago and St. Louis Railroad, and containing in all 540.92 acres, more or less; the East Half of the Northeast Quarter of the

PROPERTY DESCRIPTION (Montgomery County, Illinois) **Gross Acres**
M/L

<p>T7N-R3W</p> <p>T8N-R3W T8N-R4W T9N-R3W</p>	<p>Southeast Quarter of Section 29, containing 20 acres, more or less; all of Section 34, except a tract used for cemetery purposes described as follows: Beginning 40 rods East of the Northwest corner of said Section, thence East 15 rods, thence South 10 rods, thence West 15 rods, thence North 10 rods to the place of beginning, containing in all 639.06 acres, more or less, all situated in Township 9 North, Range 3 West of the Third Principal Meridian, in the County of Montgomery and State of Illinois.</p> <p>Sec. 16: NW Sec. 17: E/2NE</p> <p>In Township Nine (9) North, Range Three (3) West of the Third Principal Meridian:</p> <p>Section Thirty-three (33): The Southeast Quarter of the Northeast Quarter of Section Thirty-three (33), excepting therefrom the right-of-way of the Cleveland, Cincinnati, Chicago and St. Louis Railway Company; and</p> <p>The East Half of the Southeast Quarter of Section Thirty-three (33), excepting therefrom the following described tract: Beginning at a point 40 rods West of the Southeast corner of the Southeast Quarter of said Section Thirty-three (33); thence North 64 rods; thence West 10 rods; thence South 64 rods; thence East 10 rods to the place of beginning;</p> <p>Containing in all 116 acres, more or less.</p> <p>In Township Eight (8) North, Range Three (3) West of the Third Principal Meridian:</p> <p>Section Eight (8): The South Half of the Northeast Quarter of Section Eight (8); Containing 80 acres, more or less.</p> <p>Section Nine (9): The South Half of the Northwest Quarter of Section Nine (9); and The Northeast Quarter of the Northwest Quarter of Section Nine (9); Containing in all 120 acres, more or less.</p> <p>Section Eighteen (18): The Southwest Fractional Quarter of Section Eighteen (18); and The West Quarter of the Southeast Quarter of Section Eighteen (18); Containing in all 168.40 acres, more or less.</p> <p>Section Nineteen (19): The Northwest Fractional Quarter of Section Nineteen (19); The Northeast Quarter of the Northeast Quarter of Section Nineteen (19); and The West Half of the Northeast Quarter of Section Nineteen (19); Containing in all 248.25 acres, more or less.</p> <p>Section Twenty (20): The Southwest Quarter of the Northwest Quarter of Section Twenty (20); Containing 40 acres, more or less.</p>	<p>240.00</p> <p>2,473.17</p>
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PROPERTY DESCRIPTION (Montgomery County, Illinois)**Gross Acres
M/L**

In Township Eight (8) North, Range Four (4) West of the Third Principal Meridian:

Section Twenty-one (21):

The Southeast Quarter of the Southeast Quarter of Section Twenty-one (21);

The East Half of the Northeast Quarter of the Southeast Quarter of Section Twenty-one (21); and

The South 15 Acres of the East Half of the Southeast Quarter of the Northeast Quarter of Section Twenty-one (21);

Containing in all 75 acres, more or less.

Section Twenty-two (22):

The South Half of the Northwest Quarter of Section Twenty-two (22);

The Southwest Quarter of Section Twenty-two (22); and

The Southwest Quarter of the Southeast Quarter of Section Twenty-two (22);

Containing in all 280 acres, more or less.

Section Twenty-three (23):

The Southwest Quarter of the Southeast Quarter of the Southwest Quarter of Section Twenty-three (23), subject to the right-of-way of the Chicago, Indianapolis & St. Louis Short Line Railroad Company; and

The South Half of the Southwest Quarter of the Southwest Quarter of Section Twenty-three (23), except the West 506.89 feet thereof;

Containing in all 22.33 acres, more or less.

Section Twenty-six (26):

The West Half of the Northeast Quarter of the Northwest Quarter of Section Twenty-six (26); and

The South Three-fourths of the East Three-fourths of Section Twenty-six (26);

Containing in all 380 acres, more or less.

Section Thirty-five (35):

The East Three-fourths of Section Thirty-five (35), excepting the Southeast Quarter of the Southeast Quarter of said Section, and also excepting the following described tract conveyed for school purposes: Beginning 13 rods and 15 links South of the Northeast corner of said Northwest Quarter; thence West 10 rods; thence South 16 rods; thence East 10 rods; thence North 16 rods to the place of beginning;

Containing 439 acres, more or less.

Section Thirty-six (36):

The West Half of the Southwest Quarter of Section Thirty-six (36); and The Southeast Quarter of the Southwest Quarter of Section Thirty-six (36), excepting a tract described as follows: Commencing at the Southeast corner of said Quarter Quarter Section; thence West 3 rods; thence North 22 rods; thence East 3 rods; thence South to the place of beginning;

Containing in all 119.69 acres, more or less.

All coal below the depth of 250 feet under the surface of the following described tracts of land:

In Township Eight (8) North, Range Three (3) West of the Third Principal Meridian:

PROPERTY DESCRIPTION (Montgomery County, Illinois)**Gross Acres
M/L**

Section Seventeen (17):
The Northwest Quarter of the Southwest Quarter of Section Seventeen (17);
Containing 40 acres, more or less.

Section Eighteen (18):
The East Three-fourths of the Southeast Quarter of Section Eighteen (18), except 1 square acre in the Southeast corner thereof,
Containing 119 acres, more or less.

Section Nineteen (19):
East Half of the Southwest Quarter of Section Nineteen (19);
Containing 65.50 acres, more or less.

Section Twenty-nine (29):
The South Half of the Northwest Quarter of Section Twenty-Nine (29);
Containing 80 acres, more or less.

Section Thirty (30):
The East Half of the Northeast Quarter of Section Thirty (30);
Containing 80 acres, more or less.

T7N-R4W	Sec. 17: S/2SWSE	20.00
T8N-R4W	Part of Section 10, Township 8 North, Range 4 West of the Third Principal Meridian described as follows: Beginning at the Northeast corner of the Northwest Quarter of said Section 10, running thence West 58 rods, thence South 80 rods, thence West 22 rods, thence South 80 rods, thence West 80 rods, thence South 111.56 rods, thence East 240 rods, thence North 191.56 rods, thence West 80 rods, and thence North 80 rods to the place of beginning, excepting therefrom the West 38 acres of the following described tracts: Beginning at a point 48.44 rods North of the Southwest corner of the Southwest Quarter of said Section 10 and running thence East 240 rods, thence North 48.44 rods, thence West 240 rods, and thence South 48.44 rods to the place of beginning; also a tract of 1.34 acres, more or less, described as follows: Beginning at the Northeast corner of the Southwest Quarter of the Northeast Quarter of said Section 10, running thence East 8 rods; thence South 23 rods 11-1/2 feet; thence West 8 rods to the East line of said Quarter Quarter Section, thence North along said line to the place of beginning.	238.34
T8N-R3W	Sec. 21: W/2NW	80.00
T8N-R4W	Sec. 20: The E 60 acres of the NE	60.00
T8N-R4W	Sec. 17: SWNE, SENW	80.00
T9N-R4W	Sec. 27: E/2SW Sec. 34: N 79 acres of W/2NW, E/2NW, part of W/2NE that lies W of the hedge fence growing near the W line	259.00
T8N-R4W	Sec. 3: SWNWSW, SENWSW	
T8N-R3W	Sec. 20: S/2SW Sec. 29: N/2NW	160.00

PROPERTY DESCRIPTION (Montgomery County, Illinois)		Gross Acres M/L
T7N-R3W	Sec. 17: S/2NW, N/2SW Sec. 18: SWNE, S/2SENE, S/2NW, 7.5 acres off of N side of NESW, N/2SE	387.50
T8N-R2W	Section 16: East Half of the Southwest Quarter, Section 19: 5 Acres off of the South side of the Southeast Quarter of the Northeast Quarter; the Southwest Quarter of the Southwest Quarter; the South 45 acres of the East Half of the Southwest Quarter; the South Half of the Southeast Quarter; the East Half of the Northwest Quarter of the Southeast Quarter; and the Northeast Quarter of the Southeast Quarter; Section 20: All of Section, Section 21: All of the Northeast Quarter (except: 1 Acre of North 30 Acres of the Southeast Quarter of the Northeast Quarter reserved for burial ground; and 6-1/3 Acres off the East end of the South Half of the South Half of the Southwest Quarter of the Northeast Quarter); the Northwest Quarter; the West Half of the Southwest Quarter; the Northeast Quarter of the Southwest Quarter; and 3 Acres lying North of the public road in the Southeast Quarter of the Southwest Quarter; the East Half of the Southeast Quarter; and the West 14 acres of the Northwest Quarter of the Southeast Quarter; Section 28: All of Section (except: the North 53-1/3 Acres of the Northeast Quarter; except the North 26-1/3 Acres of the Northeast Quarter of the Northwest Quarter; and except the Northwest Quarter of the Northwest Quarter of said Section), Section 29: All of Section, Section 30: All of Section (except: the East 5 Acres of the North Half of the Northeast Quarter of the Northwest Quarter), Section 31: All of Section (except: the Northeast Quarter of the Northwest Quarter of the Southwest Quarter; and except: the South Half of the Southwest Quarter of the Southwest Quarter), Section 32: All of Section (except: the South 48 acres of the East Half of the Southeast Quarter), Section 33: All of Section, All of said tracts being situated in Fillmore Township, Township 8 North, Range 2 West of the Third Principal Meridian.	5,117.01
T8N-R2W	Sec. 21: 6.34 ac off E side of S/2S/2SWNE, 37 ac in that part of SESW lying S of the road, E 26 ac of NWSE, SWSE Sec. 28: N/2N/2NE, N 13.66 ac of S/2N/2NE, N 26-2/3 ac of NENW	189.67
T9N-R4W	Sec. 27: Part of NWNW beginning at NW cor, run E 1112-1/2 ft., S 979 ft. to railroad right of way, W on N line of right of way to point S of beginning, N 825 ft. to beginning.	23.04
T9N-R4W	Sec. 27: SWSW	40.00
T9N-R4W	Sec. 33: SWSW	40.00
T8N-R4W	Sec. 9: Part of NW beginning at NW corner, run S 94 rods, E 120 rods to line dividing E & W halves of E/2, N 94 rods to N line, W to beginning.	70.50
T8N-R4W	Part of the East one-fourth of Section 10 and part of the West one-half of Section 11, Township 8 North, Range 4 West of the 3rd P.M., being described by metes and bounds as follows: Beginning at a point 2640 ft.	194.63

PROPERTY DESCRIPTION (Montgomery County, Illinois)

**Gross Acres
M/L**

South 89 degrees 56 minutes West 3402.3 ft. from the center of Section 11, running thence North 42 degrees 12 minutes East 240 ft.; thence North 8 degrees 8 minutes East 967.1 ft.; thence North 28 degrees 55 minutes West 53.3 ft.; thence North 21 degrees 51 minutes East 130.8 ft.; thence North 53 degrees 24 minutes East 156.4 ft.; thence North 10 degrees 21 minutes East 213.8 ft.; thence North 71 degrees 45 minutes East 240.7 ft.; thence South 38 degrees 22 minutes East 45.2 ft.; thence North 51 degrees 38 minutes East 607.9 ft.; thence North 40 degrees 23 minutes East 163 ft.; thence North 61 degrees 2 minutes East 613.1 ft.; thence North 8 degrees 39 minutes West 699.4 ft.; thence North 4 degrees 17 minutes West 199.8 ft.; thence South 89 degrees 13 minutes East 398 ft.; thence North 0 degrees 51 minutes West 966.2 ft.; thence South 89 degrees 10 minutes East 598.8 ft.; thence North 30 degrees 35 minutes East 205.2 ft.; thence North 60 degrees 33 minutes East 228.2 ft.; thence North 0 degrees 25 minutes East 692.9 ft.; thence South 89 degrees 48 minutes West 2133.4 ft.; thence South 0 degrees 19 minutes West 1719.1 ft.; thence North 89 degrees 46 minutes West 1411.1 ft.; thence South 0 degrees 21 minutes West 3564 ft.; thence North 89 degrees 56 minutes East 545 ft. to the point of beginning, said tract containing 191.6 acres, more or less; Also that part of the Southeast Quarter of the Southwest Quarter of Section 2, Township 8 North, Range 4 West of the 3rd P.M. described as a strip of land 100 feet in width across the Southeast Quarter of the Southwest Quarter of said Section 2 the South boundary line of said strip of land being the South line of said Quarter Quarter Section, and the North boundary line distant 100 feet from and parallel thereto said South line of said Quarter Quarter Section, containing 3.03 acres, more or less, Subject to the rights heretofore granted to Illinois Power and Light Corporation to erect, maintain and operate an electric transmission line or lines upon and across the premises hereby conveyed as set forth in instrument dated December 9, 1933, and recorded in the Recorder's Office of Montgomery County, Illinois, in Miscellaneous Record 23 at page 134.

T8N-R4W	Sec. 4: W/2NW	80.00
T8N-R4W	Sec. 17: SW	160.00
T8N-R4W	Sec. 29: W/2SW, E/2SW, part of NW beginning at SW corner, E 20 feet, N to point intersecting public highway on W section line, W 20 ft. to W section line, S to beginning.	161.21
T8N-R4W	That part of the East Half of the Northeast Quarter of Section 9, and that part of the Southwest Quarter of the Northwest Quarter of Section 10, described as follows: Beginning at the Northwest Corner of said East Half of the Northeast Quarter of Section 9, running thence East 32 rods, thence South 112 rods, thence East 128 rods, thence South 48 rods, thence West 160 rods, and thence North 160 rods to the place of beginning; also The West Half of the Northeast Quarter of Section 9, and the East Half of the Southeast Quarter of the Northwest Quarter of Section 9, all in Township 8 North, Range 4 West of the Third Principal Meridian.	170.40
T8N-R4W	Sec. 29: SWNW except beginning at SW corner run E 20 feet, N to point intersecting public highway on W section line, W 20 feet to W line, S to beginning. NWNW	79.78

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PROPERTY DESCRIPTION (Montgomery County, Illinois)		Gross Acres M/L
T9N-R4W	Sec. 34: E/2E/2SE, E 4 acres of W/2E/2SE	44.00
T8N-R4W	Sec. 3: S/2SESW	20.00
T8N-R4W	Sec. 5: The N1/4 of NENW subject to existing highway on N line, NWNW subject to right of way to Illinois Consolidated Phone Company.	50.00
T8N-R4W	Sec. 3: N/2SESW, S/2NESW	40.00
T8N-R4W	All of that part of the South Half of the Northwest Quarter of Section 2, Township 8 North, Range 4 West of the Third Principal Meridian which lies West of the location in 1946 of the hard surfaced road which has heretofore been deeded to the People of the State of Illinois by deed recorded in Deed Record 150 Page 45 (excepting a tract out of the Northwest corner thereof described as follows: Beginning at the Northwest corner of said South Half of the Northwest Quarter, running thence East 12 rods; thence South 16 rods to the Old Hillsboro and Springfield Road; thence Northwest with said road to a point due South of the place of beginning; thence North 7 rods to the place of beginning, containing in said exception 138 rods).	23.00
T9N-R3W	Sec. 21: W/2SESW	20.00
T8N-R4W	Sec. 8: SESE, SESWSE	50.00
T8N-R2W	Sec. 28: NWNW	40.00
T8N-R4W	The West 38 acres of the North 48.44 rods of the South 96.88 rods of the Southwest Quarter; the South 48.44 rods of the Southwest Quarter, and the South 48.44 rods of the Southwest Quarter of the Southeast Quarter of Section 10;	286.26

The Northwest Quarter of Section 15 (excepting therefrom the East Half of the Northeast Quarter of said Northwest Quarter; also excepting there from the following described tract: Beginning at the Southeast corner of said Northwest Quarter of Section 15, thence North 49 rods; thence West 10 rods; thence South 16-1/2 degrees West to a point 23-1/3 rods West of the Southeast corner of said Northwest Quarter; and thence East 23-1/3 rods to the place of beginning; also excepting therefrom the Southwest Quarter of the Northeast Quarter of said Northwest Quarter of Section 15 and so much of the North Half of the Northwest Quarter of the Southeast Quarter of said Northwest Quarter of Section 15 as lies North of the public highway running through said Section as same is now located; also excepting therefrom a tract described as: Commencing at a stone at the Northwest corner of said Section 15, thence East along the Section line 904.4 feet; thence South 1565.5 feet to an iron pipe being the place of beginning; thence from said point of beginning 443.3 feet South to an iron pipe; thence 470.3 feet East to an iron pipe; thence North 4 degrees 31 minutes West 564.5 feet to an iron pipe; thence South 78 degrees 8 minutes West 182.4 feet to a point; thence South 71 degrees 18 minutes West 261 feet to the iron pipe at the place of beginning, containing 5.2 acres, more or less) also

That part of the East Half of Section 16 described as follows: Beginning at the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 16, running thence South 150 rods; thence West

PROPERTY DESCRIPTION (Montgomery County, Illinois)	Gross Acres M/L
<p>35 rods; thence North 109 rods, more or less to the St. Louis Road; thence Westerly with said road to a rock at the cross roads; thence North 5 degrees West along said road to the South line of the North Half of the Northeast Quarter of said Section 16; thence East 85 rods, more or less, to the place of beginning; all in Township 8 North, Range 4 West of the Third Principal Meridian.</p>	
<p>T8N-R4W Sec. 15: N/2NE, SWNE, E/2NENW, part of NW beginning at SE corner, run N 49 rods, W 10 rods, S 16.5 degrees W 49 rods to a point on S line which is 23-1/2 rods W of SE corner, E 23-1/2 rods to beginning.</p>	145.13
<p>T8N-R4W The West Half of the Southeast Quarter of Section 4, except the West 2 Acres thereof; The South Half of the Southwest Quarter of the Northeast Quarter of Section 4, except the West 1 Acre thereof; and The East Half of the Northeast Quarter of the Northwest Quarter of Section 9, except a strip of land 75 feet in width immediately adjoining the South line of the public highway which runs East and West along the North line of the Northwest Quarter of Section 9, containing 1.1 acres. All in Township 8 North, Range 4 West of the Third Principal Meridian.</p>	115.90
<p>T8N-R3W Sec. 36: SESW</p>	40.00
<p>T8N-R4W The Northwest Quarter of the Northeast Quarter of Section 4 in Township 8 North, Range 4 West of the Third Principal Meridian, except those parts of said Quarter Quarter Section deeded to the State of Illinois by deeds, recorded in Deed Record 148 at Page 173 and at Deed Record 348 at Page 555 in the Recorder's Office of Montgomery County, Illinois.</p>	38.24
<p>T8N-R3W Sec. 36: SWSE</p>	40.00
<p>T8N-R4W Part of the Southeast Quarter of the Southeast Quarter of Section 16, and a part of the Northeast Quarter of the Northeast Quarter of Section 21, described as follows, to-wit: Beginning at the Northeast corner of the Southeast Quarter of the Southeast Quarter of Section 16, and running thence South 100 rods, thence West to the Greenville and Jacksonville Road, thence North along the center of said road to the North line of the Southeast Quarter of the Southeast Quarter of Section 16, thence East to the place of beginning, except the North 528 feet thereof conveyed by Pearl V. Paden, et al., to Albert R. Paden by deed dated May 5, 1945, and recorded in Deed Record 193, on Page 72, in the Recorder's Office of Montgomery County, Illinois,</p>	145.00
<p>The Southwest Quarter of the Southwest Quarter of Section 15, except the North 528 feet thereof also conveyed by Pearl V. Paden, et al., to Albert R. Paden by deed dated May 5, 1945, and recorded in Deed Record 193 on Page 72, in the Recorder's Office of Montgomery County, Illinois, The East Half of the East Half of the Southwest Quarter of Section 21 and That part of the Northeast Quarter of Section 21 described as follows, to wit: Beginning at the Northwest corner of said Quarter Section, and running thence South 95 rods, thence East 84 rods and 7 links, more or less, to the center line of the Greenville and Jacksonville Road, thence</p>	

PROPERTY DESCRIPTION (Montgomery County, Illinois) **Gross Acres**
M/L

	North along the center line of said road to the North line of said Quarter Section, and thence West to the place of beginning.	
	All in Township 8 North, Range 4 West of the Third Principal Meridian.	
T8N-R3W	Sec. 35: NENE	40.00
T8N-R3W	Sec. 26: SWNE, NWSE	80.00
T8N-R3W	The South Half of the Northeast Quarter of the Northeast Quarter of Section Thirteen (13); The North 48-1/8 Acres of the East Half of the Southwest Quarter of Section Thirteen (13); The South Half of the West Half of the North 96-1/2 Acres of the Southwest Quarter of Section Thirteen (13); The North Half of the Northwest Quarter of the Southwest Quarter of Section Thirteen (13); and The South 63-1/2 Acres of the South Half of the Southwest Quarter of Section Thirteen (13); All in Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, containing 175.75 acres, more or less.	2,176.42
	The Southeast Quarter of Section Fourteen (14), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, containing 160 acres, more or less.	
	The Southeast Quarter of the Southeast Quarter of Section Twenty-two (22), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, containing 40 acres, more or less.	
	All of Section Twenty-three (23), except the East Half of the Northwest Quarter thereof, and also except 1 Acre in the Northwest corner of said Section, being 16 rods North and South and 10 rods East and West, conveyed to the Trustees of Schools of Township Eight (8), in Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, containing 559 acres, more or less.	
	The West Half of Section Twenty-four (24), except the East 47 Acres of the Northwest Quarter thereof, in Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, containing 273 acres, more or less.	
	All of Section Twenty-six (26), except the North Half of the Southeast Quarter and the Southwest Quarter of the Northeast Quarter, and also except 1 Acre in the Southwest corner of the Southeast Quarter described as: Beginning at a stone 6 rods East of the Southwest corner of said Quarter Section; running thence due East on the South line of said Section, 15 rods; thence North 11 rods; thence West 15 rods; and thence South 11 rods to the place of beginning, in Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, containing 519 acres, more or less.	
	The North Half of the Northwest Quarter of Section Thirty-five (35); The Northwest Quarter of the Northeast Quarter of Section Thirty-five (35), except the North 1 Acre of the South Half of the South Half of the Northwest Quarter of the Northeast Quarter; The North Half of the South Half of the Northeast Quarter of Section	

PROPERTY DESCRIPTION (Montgomery County, Illinois)

**Gross Acres
M/L**

Thirty-five (35);

Part of the East Half of Section Thirty-five (35) described as follows: Beginning at the Northeast corner of the South Half of the Southeast Quarter of the Northeast Quarter of said Section Thirty-five (35); and running thence South 938 feet; thence running in a Southwesterly direction parallel with the right-of-way of the Toledo, St. Louis and Western Railroad, 1529 feet; thence in a Northwesterly direction 626 feet; thence in a Northeasterly direction 1200 feet, and thence East 1178 feet to the place of beginning; and

All in Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, containing 203.67 acres, more or less.

The Southwest Quarter of the Northwest Quarter of Section Thirty-six (36), subject to the right-of-way of the Toledo, Cincinnati & St. Louis Railroad Company, in Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, containing 40 acres, more or less.

The Southwest Quarter of Section Fourteen (14), except the North 34 Acres of said Quarter Section; and
The East Half of the Northwest Quarter of Section Twenty-three (23);
All in Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, containing 206 acres, more or less.

T7N-R4W Sec. 12: N 14 ac of NWSE, S/2NE except the S 10 ac of SENE, S 18 ac of N2/2NE **102.00**

T8N-R4W Sec. 16: NENE **40.00**

T8N-R4W Sec. 20: N/2NW, part of SWNW beginning at NW corner, run E 63 rods, S 25 rods 10 links, W 63 rods, N 25 rods 10 links to beginning. **90.00**

T8N-R4W That part of the West Half of the Southeast Quarter of Section 2 in Township 8 North, Range 4 West of the Third Principal Meridian, described as follows: Beginning at a point 44 rods North of the Southeast corner of said Half Quarter Section; thence West 80 rods to the West line of said Quarter Section; thence North to the South right of way line of State Route No. 16; thence in a Southeasterly direction along the South right of way line of said State Route No. 16 to the West line of Oak Street in the City of Hillsboro; thence South along Oak Street to the place of beginning; **33.00**

EXCEPTING the following described tracts: Beginning 44 rods North of the Southeast corner of the West Half of the Southeast Quarter of Section 2; thence North 278 feet; thence West 100 feet; thence South 278 feet; and thence East 100 feet to the place of beginning, and beginning at the intersection of the West line of Oak Street and State Route No. 16 right of way; thence South along the West line of Oak Street 570 feet, more or less; thence West 15 feet; thence North to the South right of way line of Illinois State Route No. 16; and thence Easterly along said right of way to the place of beginning.

T8N-R3W
T8N-R4W
T9N-R3W Section 4: The East 80 Acres of the Northwest Quarter, containing 80 acres, more or less; **3,095.76**

PROPERTY DESCRIPTION (Montgomery County, Illinois)**Gross Acres
M/L**

Section 8: The East $46\frac{2}{3}$ acres of the Northwest Quarter; the North Half of the Northeast Quarter, Except beginning 9 feet South of the Northwest Corner of the Northeast Quarter of Section 8, thence East $21\frac{1}{3}$ rods, thence South 15 rods, thence West $21\frac{1}{3}$ rods, thence North 15 rods, to the place of beginning, containing 2 acres in said exception heretofore conveyed to school trustees, all of the above lands containing 124.67 acres, more or less;

Section 9: The Northwest Quarter of the Northwest Quarter, containing 40 acres, more or less;

Section 19: A strip of uniform width of 30 rods off of the North end of the West Half of the Southwest Fractional Quarter, containing 12.56 acres, more or less;

All in Township 8 North, Range 3 West of the Third Principal Meridian.

Section 19: The West Half of the Southeast Quarter; the West Half of the Southwest Fractional Quarter, except a strip of uniform width of 30 rods, off of the North end of the West Half of said Southwest Fractional Quarter of Section 19, containing 132.95 acres, more or less;

Section 30: The West Half of the Northeast Quarter; the Northwest Fractional Quarter; the Northwest Quarter of the Southeast Quarter, containing in all 255.51 acres, more or less;

All in Township 8 North, Range 3 West of the Third Principal Meridian.

Section 13: The Southeast Quarter, except the North 4.48 rods of the East Half of the Southeast Quarter, containing, less said exception, 157.76 acres, more or less;

Section 14: The East $\frac{3}{4}$ of the North Half of the Southwest Quarter; the West three-fourths of the North Half of said Section, except the following described tract: Beginning at the Northwest corner of the Northwest Quarter of the Northwest Quarter of Section 14, running thence East 80 rods to the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section, thence South 72 degrees West 42 rods, thence South 74 degrees West 42 rods to the West line of said Section 14, thence North 27 rods to the place of beginning, containing in this exception 7 acres, more or less, and containing in all 293 acres, more or less;

Section 15: The Southeast Quarter of the Northeast Quarter; the East $\frac{3}{4}$ of the South Half of said Section, containing 280 acres, more or less;

Section 22: The North Half of the Northwest Quarter; the West Half of the Northeast Quarter; and the Northwest Quarter of the Southeast Quarter, containing 200 acres, more or less;

Section 23: The Northwest Quarter of the Southwest Quarter, excepting therefrom the South 66 rods 23 links of the West 506.89 feet of the said Northwest Quarter of the Southwest Quarter; the North Half of the Southwest Quarter of the Southwest Quarter, excepting therefrom the West 506.89 feet of the said North Half of the Southwest Quarter of the Southwest Quarter; the East Half of the Southeast Quarter of the Southwest Quarter; the Northwest Quarter of the Southeast Quarter of

PROPERTY DESCRIPTION (Montgomery County, Illinois)

**Gross Acres
M/L**

the Southwest Quarter, containing in all 67.471 acres, more or less, excepting the Railroad right-of-way;

Section 24: The Northeast Quarter; That part of the Northeast Quarter of the Southeast Quarter of Section 24, described as follows: Beginning at the Northeast corner of the Southeast Quarter, thence West 77 rods, South 18 degrees East 32 rods, thence East 67 rods, thence North 30 rods, to the place of beginning, containing in all 173.5 acres, more or less;

Section 25: The East Half of the Northeast Quarter; the Northwest Quarter of the Northwest Quarter; the South Half of the Northwest Quarter; the Northeast Quarter of the Southwest Quarter; the West Half of the Southwest Quarter; and the West Half of the Southeast Quarter of the Southwest Quarter, containing in all 340 acres, more or less;

Section 26: The East Half of the Northeast Quarter of the Northwest Quarter; and the North Half of the Northeast Quarter, containing in all 100 acres, more or less;

Section 36: The South Half of the Northwest Quarter; the Northwest Quarter of the Northwest Quarter; the Northeast Quarter of the Southwest Quarter; the Northwest Quarter of the Southeast Quarter, containing in all 200 acres, more or less;

All in Township 8 North, Range 4 West of the Third Principal Meridian.

Section 14: The West Half of the Northwest Quarter of the Southwest Quarter, containing 20 acres, more or less;

Section 24: The Southeast Quarter, except 13.5 acres, described as follows: Beginning at the Northeast corner of the Southeast Quarter, thence West 77 rods, thence South 18 degrees East 32 rods, thence East 67 rods, thence North 30 rods to the place of beginning, containing in all 146.5 acres, more or less;

All in Township 8 North, Range 4 West of the Third Principal Meridian.

Section 32: The Northeast Quarter of the Northeast Quarter, containing 40 acres, more or less;

Section 33: The North Half, except the Southeast Quarter of the Northeast Quarter, and the East Half of the Southwest Quarter, and the West Half of the Southeast Quarter, also excepting from said Section 33, the right-of-way of the Cleveland, Cincinnati, Chicago and St. Louis Railway Company; containing in all 431.84 acres, more or less;

All in Township 9 North, Range 3 West of the Third Principal Meridian.

T8N-R4W	Sec. 17: NESE	40.00
T8N-R3W	Sec. 14: The N 34 acres of SW	34.00
T8N-R3W	Sec. 12: W/2SW, W 66 acres of E/2SW	146.00
T9N-R4W	Sec. 33: NENW	40.00

PROPERTY DESCRIPTION (Montgomery County, Illinois)		Gross Acres M/L
T8N-R2W	Sec. 17: S/2SWSW; Sec. 18: S 3/4 of W/2NESE, W/2SE, SESE, SW Less N/4NWSW; Sec. 19: N/2 less S 5 acres of SENE, NWSW	2,327.00
T8N-R3W	Sec. 13: SE; Sec. 24: E/2, NW less W 113 ac; Sec. 25: All less E/2NENE; Sec. 36: N/2 less SWNW, N/2S/2, SESE; Sec. 26: NESE	
T8N-R3W	In Township Eight (8) North, Range Three (3) West of the Third Principal Meridian: Section 17: The West 3/4ths of the South 1/4th of Section. Section 19: The South 3/4ths of the East 1/4th of Section. Section 20: All of Section, except the East Half of the Northeast Quarter, the Southwest Quarter of the Northwest Quarter, and the South Half of the Southwest Quarter. Section 21: The South Half of Section. Section 22: The Southwest Quarter of the Southwest Quarter. Section 27: The West one-fourth of Section. Section 28: All of Section. Section 29: The East Half of Section; and the Northwest Quarter of the Southwest Quarter. Section 30: The fractional Southwest Quarter; the Northeast Quarter of the Southeast Quarter; and the South Half of the Southeast Quarter. Section 31: The fractional Northwest Quarter (130.19) acres; the West 30.30 acres of the Northwest Quarter of the Southwest fractional quarter; the Southwest Quarter of the Southwest fractional Quarter; and the East Half of the Southeast Quarter. Section 32: All of Section, except the West Half of the Northwest Quarter, and the East Half of the Southeast Quarter. Section 33: The North Half of Section.	5,638.71
T8N-R4W	In Township Eight (8) North, Range Four (4) West of the Third Principal Meridian: Section 25: The East Half of the Southeast Quarter of the Southwest Quarter; the Northeast Quarter of the Southeast Quarter; and the South 12 rods of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter. Section 36: The Northeast Quarter; the Northeast Quarter of the Northwest Quarter; a tract of land in the Southeast Quarter of the Southwest Quarter described as follows: Beginning at the Southeast Corner of said quarter-quarter section, thence West 3 rods, thence North 22 rods, thence East 3 rods, thence South 22 rods to the place of beginning; the Northeast Quarter of the Southeast Quarter; and the South Half of the Southeast Quarter.	
T7N-R4W	In Township Seven (7) North, Range Four (4) West of the Third Principal Meridian: Section 1: The West Half of the Northeast Quarter; the South Half of the South Half of the Northeast Quarter of the Southeast Quarter; the Northwest Quarter of the Southeast Quarter; and the South Half of the Southeast Quarter. Section 12: The North Half of the Northeast Quarter, except the South 18 acres of the said North Half of the Northeast Quarter; and the North Half of the Northeast Quarter of the Northwest Quarter.	

PROPERTY DESCRIPTION (Montgomery County, Illinois) **Gross Acres**
M/L

T7N-R3W In Township Seven (7) North, Range Three (3) West of the Third Principal Meridian:

Section 4: The West Half of the Northeast Quarter; the South 30 acres of the Southeast Quarter of the Northwest Quarter, and a tract of land: commencing at the Northeast corner of said 30 acre tract, running thence North 12 rods, thence West 22 rods 2 feet West of spring, thence South 12 rods to the North line of said 30 acre tract, thence East 22 rods 2 feet to the place of beginning (1.66 acres); the Northeast Quarter of the Southwest Quarter; the West Half of the Southwest Quarter; the West Half of the Southeast Quarter; the South Half of the South Half of the Southeast Quarter of the Southeast Quarter; and a tract of land adjoining on the North side thereof, said tract being 80 rods east and west, and the West end being 27 rods wide, and the East end being 9 rods wide.

Section 5: The Northwest Quarter of the Northeast Quarter; the Northeast Quarter of the Northwest Quarter; the West Half of the Northwest Quarter; the Northwest Quarter of the Southwest Quarter; and the East Half of the Southeast Quarter.

Section 6: The Northeast Quarter; the East Half of the fractional Northwest Quarter; the Northeast Quarter of the Southeast Quarter; and the fractional Southwest Quarter.

Section 7: The fractional North Half of Section.
 Section 8: The West 40 acres of the Northwest Quarter.
 Section 9: The North Half of the East Half of the East Half of the Northwest Quarter of the Northeast Quarter; the North Half of the Northeast Quarter of the Northeast Quarter, and the Northwest Quarter of the Northwest Quarter.

T7N-R4W Sec. 7: N 30 acres of NENE **30.00**

T7N-R5W The West half of the Southeast Quarter; the East Half of the Southwest Quarter, in Section 25; **350.97**

The West Half of the Northeast Quarter; 26 acres off of the East side of the Northwest Quarter; the South Half of the Southeast Quarter; the Northeast Quarter of the Southeast Quarter except a tract described as follows, to-wit: beginning at the Northeast corner of said Quarter Quarter section, running thence South 80 rods, thence West 51-1/2 rods, thence North 25 rods, thence West 27 rods, thence North 55 rods, thence East 78-1/2 rods to the place of beginning, in Section 36.

T7N-R3W The Northwest of the Northeast Quarter of Section 3, in Township and Range aforesaid. **15,592.97**

The Northwest of the Southeast Quarter of Section 3, in Township and Range aforesaid.

The Northeast Quarter of the Southwest Quarter of Section 3, in Township and Range aforesaid.

The Southeast Quarter of the Southwest Quarter of Section 3, in Township and Range aforesaid, except that part of the North Half thereof lying North and West of the right of way of the railroad formerly

PROPERTY DESCRIPTION (Montgomery County, Illinois)	Gross Acres
known as the T.StL. & K.C.Railroad, and except the right of way of said railroad.	M/L
The North Half of the Southwest Quarter of the Southeast Quarter of Section 3, in Township and Range aforesaid.	
The Southwest Quarter of the Southwest Quarter of the Southeast Quarter of Section 3, in Township and Range aforesaid.	
The West Half of the Northwest Quarter of the Northeast Quarter of Section 10, in Township and Range aforesaid.	
The Northeast Quarter of the Northwest Quarter of Section 10, in Township and Range aforesaid.	
The East Half of the Northwest Quarter of the Northwest Quarter of Section 10, in Township and Range aforesaid, except the right of way of said railroad.	
The South 8-1/2 acres of the East Half of the West Half of the Southwest Quarter of the Northwest Quarter of Section 10, in Township and Range aforesaid.	
The South Half of the Southwest Quarter and the South 22-1/2 acres of the Southwest Quarter of the Southeast Quarter of Section 2, also the North Half of the Northwest Quarter of Section 11, in Township 7 North, Range 4 West of the Third Principal Meridian, in the County of Montgomery and State of Illinois.	
T7N-R3W The Southwest Quarter of the Northeast Quarter of Section 3, in Township and Range aforesaid.	
The Northwest Quarter of Section 3, in Township and Range aforesaid.	
The Northwest Quarter of the Southwest Quarter of Section 3, in Township and Range aforesaid.	
The Southeast Quarter of the Southwest Quarter of the Southeast Quarter of Section 3, in Township and Range aforesaid.	
The East Half of the Northwest Quarter of the Northeast Quarter of Section 10, in Township and Range aforesaid.	
T8N-R3W The South Half of the Northwest Quarter of the Southeast Quarter of Section 34, in Township and Range aforesaid.	
The Southwest Quarter of the Southeast Quarter of Section 34, in Township and Range aforesaid.	
The South Half of the Southwest Quarter of Section 34, in Township and Range aforesaid.	
The West Half of Section 1, in Township 7 North, Range 4 West of the Third Principal Meridian, in the County of Montgomery and State of Illinois.	
All of Section 2, in Township and Range aforesaid, except the South	

PROPERTY DESCRIPTION (Montgomery County, Illinois)**Gross Acres
M/L**

Half of the Southwest Quarter and the South 22-1/2 acres of the Southwest Quarter of the Southeast Quarter of said Section.

All of Section 3, in Township and Range aforesaid.

The Southeast Quarter of Section 9, in Township and Range aforesaid.

The East Half of the Southwest Quarter of Section 9, in Township and Range aforesaid.

All of Section 10, in Township and Range aforesaid.

All of Section 11, in Township and Range aforesaid, except the North Half of the Northwest Quarter of said Section.

The Southwest Quarter of the Southeast Quarter of Section 12, in Township and Range aforesaid.

The West Half of Section 12, in Township and Range aforesaid, except the North Half of the Northeast Quarter of the Northwest Quarter of said Section, and subject to the rights of the Edwards Chapel Methodist Episcopal Church in and to one square acre in the Southwest corner of the Northwest Quarter of the Northwest Quarter, and in the North two rods of the West 18 rods of the Southwest Quarter of the Northwest Quarter of said Section.

All of Section 13, in Township and Range aforesaid, except the East Half of the Northeast Quarter thereof.

All of Section 14, in Township and Range aforesaid.

All of Section 15, in Township and Range aforesaid.

All of Section 16, in Township and Range aforesaid, except the Southwest Quarter of the Northwest Quarter, and except the Northwest Quarter of the Southwest Quarter thereof.

The Southeast Quarter of the Northeast Quarter of Section 20, in Township and Range aforesaid.

The Southeast Quarter of the Southeast Quarter of Section 20, in Township and Range aforesaid.

The South Half of the Northeast Quarter of the Southeast Quarter of Section 20, in Township and Range aforesaid.

All of Section 21, in Township and Range aforesaid.

All of Section 22, in Township and Range aforesaid.

The North Half of the Northeast Quarter of Section 23, in Township and Range aforesaid.

The East Half of the Southeast Quarter of the Northeast Quarter of Section 23, in Township and Range aforesaid.

The North Half of the Northwest Quarter of Section 23, in Township

PROPERTY DESCRIPTION (Montgomery County, Illinois)**Gross Acres
M/L**

and Range aforesaid.

The North Half of Section 24 and the Southwest Quarter of Section 24, in Township and Range aforesaid, subject to the rights of the Toledo, St. Louis & Western Railroad Company, its successors and assigns, in and to a strip about 60 Ft. wide extending therethrough in an Easterly and Westerly direction used and occupied as and for railroad right of way.

The West Half of the Southeast Quarter of Section 24, in Township and Range aforesaid, except a strip 100 Ft. wide extending therethrough in an Easterly and Westerly direction used and occupied as and for railroad right of way, and except also a tract of 1.1 acres bounded and described as follows: Beginning at the point of intersection of the North line of said railroad right of way and the East line of the West Half of the Southeast Quarter of said Section, and running thence West along said North line of said right of way 480 Ft.; thence North 100 Ft.; thence East, parallel to the North line of said right of way, 480 Ft., and thence South to the place of beginning.

Part of the East Half of the Southeast Quarter of Section 24, in Township and Range aforesaid, bounded and described as follows: Beginning at a point 540 Ft. West of the Northeast corner of said Half Quarter Section and running thence South 205 Ft.; thence East 66 Ft.; thence North 205 Ft.; and thence West 66 Ft. to the place of beginning.

The West 12 acres of the North Half of the Northeast Quarter of the Southeast Quarter of Section 24, in Township and Range aforesaid.

A tract containing about 10 acres bounded and described as follows: Beginning at the Southwest corner of Block 11 of Donnell & Hampton's Addition to the village of Donnellson, and running thence West 15-1/2 rods to the West line of the East Half of the Southeast Quarter of Section 24, in Township and Range aforesaid; thence North along said West line about 82 rods to a point directly West of the center of Carson Street of said Addition; thence East about 15-1/2 rods to the center of said Street at a point directly North of the Northeast corner of Block 4 of said Addition; thence South to the place of beginning.

All of Block 3 and Lots 6 and 7 in Block 9 of Donnell & Hampton's Addition to the village of Donnellson, also Lots 10, 11, 12, 13, and 14 and the South Half of Lots 15 and 16 of McKinsey's Addition to said village of Donnellson, in Section 24, Township and Range aforesaid.

That part of the South 28 rods of the Southeast Quarter of the Southeast Quarter of Section 34, in Township 8 North, Range 4 West of the Third Principal Meridian, in said County of Montgomery, which lies East of the public highway thereon, containing 6 acres more or less.

The South 14 acres of the Southwest Quarter of the Southwest Quarter of Section 35, in Township and Range aforesaid.

The West Half of the Southwest Quarter of Section 18, in Township 7 North, Range 3 West of the Third Principal Meridian, in said County of Montgomery.

The East Half of the Southwest Quarter of Section 18, in Township and Range aforesaid, except the North 7-1/2 acres thereof.

PROPERTY DESCRIPTION (Montgomery County, Illinois)Gross Acres
M/L.

The Northwest Quarter of Section 19, in Township and Range aforesaid, except a strip 50 Ft. wide extending therethrough in a Northeasterly and Southwesterly direction used and occupied by said Toledo, St. Louis & Western Railroad Company as and for a railroad right of way, and except also a small tract in the Southwest Quarter of the Northwest Quarter of said Section, bounded and described as follows: Beginning at a point 30 Ft. North and 30 Ft. East of the Southwest corner of said Northwest Quarter of said Section 19, and running thence East 130 Ft.; thence North 50 Ft.; thence West 130 Ft.; and thence South 50 Ft. to the place of beginning.

All that part of the Northwest Quarter of the Southwest Quarter of Section 19, in Township and Range aforesaid, lying Northwest of the right of way of said Toledo, St. Louis & Western Railroad.

All that part of the Northwest Quarter of the Southwest Quarter of Section 19, in Township and Range aforesaid, bounded and described as follows: Beginning at the Northeast corner of Lot 3 in McCulloch's Addition to the Village of Donnellson, as shown by the Plat of said Addition in the office of the Recorder of Deeds of Montgomery County, Illinois, and running thence East to the East line of the Northwest Quarter of the Southwest Quarter of Section 19, in Township and Range aforesaid; thence North, along said East line, to the Northeast corner of said Quarter-Quarter Section; thence West, along the North line of said Quarter-Quarter Section, to the Southeast line of the right of way of said Toledo, St. Louis & Western Railroad; thence in a Southwesterly direction along said Southeast line of said right of way to the Northeast corner of a tract of land conveyed to C. A. and Frederick M. Lewey by deed of Harriet McCulloch, and others, bearing date January 28, 1899, filed for record in the office of the Recorder of Deeds of Montgomery County, Illinois, on the 29th day of May 1899, and recorded in the office of said Recorder in Deed Record 76 at page 230 (the Northeast corner of the tract so conveyed being a point on the Southeast line of said right of way 309 Ft. East and 935 Ft. North of the Northeast corner of Lot 18 of said Addition to said Village of Donnellson); thence South 1115 Ft.; thence West 309 Ft.; and thence South 30 Ft. to the place of beginning.

That part of the West Half of the Southwest Quarter of Section 19, in Township and Range aforesaid, bounded and described as follows: Beginning at a point 33 Ft. North of the Northeast corner of the Southwest Quarter of the Southwest Quarter of said Section, and running thence West 441 Ft. to a point directly opposite to the East line of Maple Street in Ross' Addition to said Village of Donnellson; thence South 299 Ft.; thence East to the East line of said West Half of the Southwest Quarter of said Section; and thence North to the place of beginning.

All of Section 25, in Township 7 North, Range 4 West of the Third Principal Meridian, in the County of Bond and State of Illinois.

All of Section 26, in Township and Range aforesaid, except the North Half of the Northwest Quarter, and except the Southwest Quarter of the Northwest Quarter thereof.

All of Section 27, in Township and Range aforesaid, subject to the rights of the Toledo, St. Louis & Western Railroad Company, its successors and assigns, in and to a strip 60 Ft. wide extending through said Section

PROPERTY DESCRIPTION (Montgomery County, Illinois)Cross Acres
ML

in a Northeasterly and Southwesterly direction used and occupied as and for a railroad right of way.

All of Section 28, in Township and Range aforesaid, subject to the rights of said Toledo, St. Louis & Western Railroad Company in and to a strip 60 Ft. wide extending in a Northeasterly and Southwesterly direction through said Section near the Southeast corner thereof used and occupied as and for a railroad right of way, and except the Southwest Quarter of the Southwest Quarter, and except that part of the West Half of the Southeast Quarter of said Section lying South and West of Shoal Creek.

The Northeast Quarter of the Northeast Quarter of Section 33, in Township and Range aforesaid.

That part of the Southeast Quarter of the Northeast Quarter of Section 33, in Township and Range aforesaid, lying East of the channel of Shoal Creek.

The East Half of the Southeast Quarter of Section 33, in Township and Range aforesaid.

All of Section 34, in Township and Range aforesaid.

All of Section 35, in Township and Range aforesaid, except the South 6 acres of the North 15 acres of the West Half of the Northwest Quarter of the Southeast Quarter, and except the South Half of the Southeast Quarter of the Southeast Quarter of said Section.

The North Half of Section 36, in Township and Range aforesaid.

The North Half of the Southwest Quarter of Section 36, in Township and Range aforesaid.

The Southwest Quarter of the Southwest Quarter of Section 36, in Township and Range aforesaid, except the South 10 acres thereof.

The North Half of the Northwest Quarter of the Southeast Quarter of Section 36, in Township and Range aforesaid.

T7N-R3W

The Southwest Quarter of the Southwest Quarter of Section 3, and all that part (15-1/2 acres) of the North Half of the Southeast Quarter of the Southwest Quarter of Section 3 lying West of the Toledo, St. Louis and Western Railroad (now New York, Chicago and St. Louis Railroad), containing 55-1/2 acres.

9,356.08

The Northeast Quarter of the Southeast Quarter of Section 4, containing 40 acres.

A part of the Southeast Quarter of the Southeast Quarter of Section 4, described as follows: Beginning at the Northwest corner of said Quarter Quarter Section, and running thence South along the West line thereof 33 rods; thence on a straight line in a Southeasterly direction to a point on the East line thereof 51 rods South of the Northeast corner thereof; thence North along said East line to said Northeast corner; thence West along the North line thereof to the place of beginning, containing 21 acres, more or less.

PROPERTY DESCRIPTION (Montgomery County, Illinois)**Gross Acres
M/L**

The East Half of the Northeast Quarter of Section 4, containing 80 acres.

The Southeast Quarter of the Southwest Quarter of Section 4, containing 40 acres.

The Northeast Quarter of the Northwest Quarter of Section 4, containing 40 acres.

The West 7-1/2 acres of the North Half of the North Half of the Southeast Quarter of the Northwest Quarter of Section 4.

The West Half of the Northwest Quarter of Section 4, containing 80 acres.

The West Half of the Southeast Quarter of Section 5, containing 80 acres.

The East Half of the Northeast Quarter of Section 5, containing 80 acres.

The Southwest Quarter of the Northeast Quarter of Section 5, containing 40 acres.

The Southeast Quarter of the Southwest Quarter of Section 5, containing 40 acres.

The Northeast Quarter of the Southwest Quarter of Section 5, containing 40 acres.

The Southeast Quarter of the Northwest Quarter of Section 5, containing 40 acres.

All of Section 8, except the West Half of the West Half of the Northwest Quarter of said Section 8 and the West Half of the Southwest Quarter of said Section 8, subject to the right-of-way of the Toledo, St. Louis and Western Railroad Company (now New York, Chicago and St. Louis Railroad Co.) in a strip 50 feet wide across the South Half of the Southeast Quarter of said Section 8, containing 518.5 acres.

All of Section 9, except the Northwest Quarter of the Northwest Quarter of said Section 9; also except the North Half of the Northeast Quarter of the Northeast Quarter and the East Half of the Northeast Quarter of the Northwest Quarter of the Northeast Quarter of said Section 9, subject to the right-of-way of the Toledo, St. Louis and Western Railroad Company (now New York, Chicago and St. Louis Railroad Co.) in a strip 50 feet wide across the North Half of the North Half of the Southeast Quarter and the South Half of the Northeast Quarter of said Section 9, containing 572.5 acres.

The West Half of the Southeast Quarter of Section 10, containing 80 acres.

The Southwest Quarter of the Northeast Quarter of Section 10, containing 40 acres.

PROPERTY DESCRIPTION (Montgomery County, Illinois)**Gross Acres
ML**

The Southwest Quarter of Section 10, except one acre for cemetery in the South Half of said Quarter Section, containing 159 acres.

The Southeast Quarter of the Northwest Quarter of Section 10, containing 40 acres.

The East Half of the Southwest Quarter of the Northwest Quarter of Section 10, containing 20 acres.

The South 8-1/2 acres of the West Half of the West Half of the Southwest Quarter of the Northwest Quarter of Section 10.

The North 3 acres of the West Half of the Southwest Quarter of the Northwest Quarter of Section 10.

The West Half of the Northwest Quarter of the Northwest Quarter of Section 10, subject, however, to the right-of-way of the Toledo, St. Louis and Western Railroad Company (now New York, Chicago and St. Louis Railroad Co.) in a strip 100 feet wide across said tract; containing 18-1/2 acres.

The West 15 acres of the South Half of the Southwest Quarter of the Northeast Quarter of Section 15.

The North Half of the North Half of the Northwest Quarter of the Northeast Quarter of Section 15, containing 10 acres.

The West Half of the Southwest Quarter of the Southwest Quarter of Section 15, containing 20 acres.

The Northwest Quarter of the Southwest Quarter of Section 15, containing 40 acres.

The North Half of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 15, containing 120 acres.

The Southeast Quarter of Section 16, excepting therefrom a strip of the width of 9 rods off the North side of the Northwest Quarter of the Southeast Quarter of said Section 16, and also except a tract beginning 9 rods South of the Northwest corner of said Quarter Quarter Section; thence South 16 rods; thence East 15 rods; thence North 16 rods; thence West 15 rods to the place of beginning, containing 154 acres.

The North Half of the Northeast Quarter of Section 16, containing 80 acres.

The Southwest Quarter of Section 16, containing 160 acres.

The Southeast Quarter of Section 17, containing 160 acres.

The West Half of the Northeast Quarter of Section 17, containing 80 acres.

The Southeast Quarter of the Southwest Quarter of Section 17, containing 40 acres.

PROPERTY DESCRIPTION (Montgomery County, Illinois)**Gross Acres
M/L**

The North Half of the Northwest Quarter of Section 17, containing 80 acres.

The Northeast Quarter of the Northeast Quarter and the North Half of the Southeast Quarter of the Northeast Quarter of Section 18, containing 60 acres.

The Southeast Quarter of Section 19, containing 160 acres.

The Northeast Quarter of the Northeast Quarter of Section 19, containing 40 acres.

The East Half of the Southwest Quarter of Section 19, containing 80 acres.

A part of the Southwest Quarter of the Southwest Quarter of Section 19, bounded as follows: Beginning at the Southwest corner of said Section 19, thence North 15 rods and 19 links; thence East 165 feet; thence North 112-1/2 feet to the South line of Ross' First and Second Additions to the Village of Donnelson; thence East on said South line 607 feet to the East line of Maple Street in said Village; thence North on said East line of Maple Street 621 feet; thence East to the East line of said Quarter Quarter Section; thence South to the Southeast corner of said Quarter Quarter Section; thence West to the place of beginning, containing 18.88 acres.

Sec. 20: ALL

Sec. 21: All Except E/2E/2

Sec. 22: NWNWNW

T8N-R3W All of Section 3, containing 626.20 acres.

The East Half of the Southeast Quarter of Section 8, containing 80 acres.

The South Half of Section 9, containing 320 acres.

All of Section 10, except the East Half of the Northwest Quarter of said Section 10, containing 560 acres.

All of Section 15, except the South Half of the Southeast Quarter of said Section 15, containing 560 acres.

All of Section 16, except the West Half of the Southeast Quarter thereof, containing 560 acres.

The East Half of the Northeast Quarter of Section 17, containing 80 acres.

The East Half of the Northeast Quarter of Section 20, containing 80 acres.

The Northeast Quarter and also the East Half of the Northwest Quarter of Section 21, containing 240 acres.

PROPERTY DESCRIPTION (Montgomery County, Illinois)

3586.24 Acres

M/L

All of Section 22 except the East Half thereof and except also the Southwest Quarter of the Southwest Quarter thereof, containing 280 acres.

All of Section 27 except the West Half of the West Half of said Section 27 and the West Half of the East Half of said Section 27, containing 320 acres.

The South Half of the Southwest Quarter and the Northeast Quarter of the Southwest Quarter of Section 29, containing 120 acres.

The Northeast Quarter of Section 31, containing 160 acres.

The East Half of the Southwest Quarter and the West Half of the Southeast Quarter of Section 31, containing 140.60 acres.

The East Half of the Southeast Quarter of Section 32, containing 80 acres.

The South Half of Section 33, containing 320 acres.

The Northwest Quarter of Section 34, except a rectangle 340' x 340' in the Southeast corner of the Southeast Quarter of the Northwest Quarter of said Section 34, containing 157.4 acres.

The Northeast Quarter of the Northeast Quarter of Section 34.

The Northwest Quarter of the Southwest Quarter of Section 34, containing 40 acres.

T7N-R4W	Sec. 19: E/2SW	80.00
T7N-R5W	Sec. 14: Tract 1: S/2SWNE, S/2SW, SE Sec. 13: The W 20 acres of SW Sec. 24: Tract 2: The S 20 acres of W 35 acres NWSW Sec. 23: S/2SE, less 5.5 acres described as follows: Beginning at the Southwest corner of said Half Quarter Section, thence East 160 rods to the Southeast corner of said Half Quarter Section, thence North 11 rods, and thence Southwesterly in a straight line to the place of beginning.	374.50
T7N-R5W	Sec. 23: N/2SE	80.00
T7N-R4W	Sec. 19: Tract A: NWSW, SWSWNW, S 17.5 ac. of SENW Tract B: NWSWSW	86.50
T7N-R5W	Sec. 24: Tract B: 250 ft. off E side of SESE	
T7N-R5W	That part of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section Thirty-five (35), beginning at the Northeast corner of said tract, thence South Fifty-one and one-sixth (51-1/6) rods, thence West Sixty-two (62) rods, thence North Fifty-one and one-sixth (51-1/6) rods to the Southerly side of the public road as now located, thence East along said Southerly side of said public road to the place of beginning; and the Southwest Quarter (SW1/4) of Section Thirty-six (36), and the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section Thirty-six (36), and the West Fifty-four (54) acres of the East Half (E1/2) of the Northwest Quarter (NW1/4) of Section Thirty-six (36), excepting the right-of-way of the Railroad over and across said	274.00

PROPERTY DESCRIPTION (Montgomery County, Illinois)	Gross Acres ML
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	land, all in Township Seven (7) North, Range Five (5) West of the Third Principal Meridian.	
T7N-R5W	Sec. 26: SENW, SW	200.00
T7N-R5W	Sec. 14: NW less that portion deeded to Jacksonville Southeastern Railway Company as recorded in Deed Book 87, Page 181.	154.00
T7N-R5W	Sec. 23: 122 acres in part of NE lying E of right of way of Chicago, Burlington and Quincy Railroad.	122.00
T7N-R5W	<u>TRACT A:</u> That part of the Northwest Quarter of the Southwest Quarter of Section 11, Township 7 North, Range 5 West of the Third Principal Meridian which lies West of the right-of-way of C.B.&Q. Railroad;	110.00
	EXCEPT the tract described as: Beginning at the Southwest corner of the Northwest Quarter of said Section, North 120 links, East 352 links, South 34 degrees West until it intersects the Section line between Sections 10 and 11, thence North to the place of beginning; and	
	<u>TRACT B:</u> North Half of the Northeast Quarter of Section 11, Township 7 North, Range 5 West of the Third Principal Meridian.	
T9N-R5W	A part of the East Half (E1/2) of the Southeast Quarter (SE1/4) of Section Thirty-five (35) and a part of the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Thirty-six (36), all in Township Nine (9) North, Range Five (5) West of the Third Principal Meridian described as follows: Beginning at the Southwest (SW) corner of the East Half (E1/2) of the Southeast Quarter (SE1/4) of said Section Thirty-five (35), running thence North (N) One Hundred Sixty (160) rods to the North (N) line of said half quarter section; thence East (E) One Hundred Seventeen and Seventy-one Hundredths (117.71) rods; thence South (S) parallel with the Section line dividing Sections Thirty-six (36) and Thirty-five (35), Eighty-six and Twenty-seven Hundredths (86.27) rods to the right of way of the Terre Haute Alton and St. Louis Railroad; thence Southwestwardly (SWwardly) along said right of way of said Railroad to intersect the South (S) line of said Township Nine (9); thence West (W) on said Township line Thirty-nine (39) rods to the place of beginning.	101.00
T7N-R4W	Sec. 7: NWNW Sec. 12: E/2NE	121.50
T7N-R5W	Sec. 12: N/2NW, W/2NWNE	100.00
T7N-R5W	<u>TRACT A:</u> The West Half of the Southwest Quarter of Section One (1); part of the South Half of the Northeast Quarter of the Southwest Quarter of Section One (1) lying West of the creek; and the Southeast Quarter of the Southeast Quarter of Section Two (2);	143.00
	All in Township Seven (7) North, Range Five (5) West of the Third Principal Meridian;	

PROPERTY DESCRIPTION (Montgomery County, Illinois)		Gross Acres M/L
	<u>TRACT B:</u> The West Half of the Southeast Quarter of the Southwest Quarter of Section One (1) in Township Seven (7) North, Range Five (5) West of the Third Principal Meridian.	
T8N-R5W	Sec. 13: SWSW less 10 acres in S/4 running parallel with section line from East to West.	30.00
T9N-R5W	<u>TRACT A:</u> Part of the South Half of the South Half of Section 36, Township 9 North, Range 5 West of the Third Principal Meridian described as follows: Beginning at a point 80 rods East of the Southwest Quarter of said Section 36; thence North 80 rods; thence East 96 rods to the middle of Shoal Creek; thence South and Southwesterly along the middle of Shoal Creek to the South line of said Section 36 and thence West to the place of beginning; excepting a strip of land conveyed to the State of Illinois by deed dated August 13, 1928, and recorded in Deed Record 150 at Page 30 in the Recorder's Office of Montgomery County, Illinois, and except that part conveyed to the State of Illinois by deed dated July 13, 1964 and recorded in Deed Record 248 at Page 553;	112.00
	<u>TRACT B:</u> The Northeast Quarter of the Southwest Quarter of Section 36, Township 9 North, Range 5 West of the Third Principal Meridian; EXCEPTING that part thereof lying North and West of the C.C.C. and St. Louis Railroad, the right-of-way of said railroad, that part of said Quarter Quarter Section conveyed to W.E. Anderson by deed dated July 18, 1922, recorded as Document No. 12877 in Deed Record 136 at Page 486 and that part conveyed to Elbert Moore by deed dated November 3, 1930 recorded as Document No. 41753 in Deed Record 164 at Page 39, which said deed was corrected by a deed to Elbert Moore dated January 24, 1934, and recorded December 20, 1943, as Document No. 94797 in Deed Record 191, Page 278, in the Recorder's Office of Montgomery County, Illinois;	
	<u>TRACT C:</u> The Northwest Quarter of the Southeast Quarter of Section 36, Township 9 North, Range 5 West of the Third Principal Meridian.	
T9N-R5W	Sec. 36: SESE, that part of SWSE & SESW lying E of the W Fork of Shoal Creek less the E 816 ft. & less 3.04 ac in SESW and in SE conveyed to State of Illinois by Warranty Deed recorded September 23, 1964, in Book 248, Page 571 (containing 49.47 ac).	49.47
T7N-R4W	Sec. 7: The N 44 acres of E/2SW.	44.00
T8N-R5W	The North Half (N1/2) of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section One (1); The Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section One (1), except One and Fifty-two Hundredths (1.52) acres condemned by the State of Illinois, in Case No. 67-46, Circuit Court for the Fourth Judicial Circuit, Montgomery County, Illinois; The East Half (E1/2) of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section One (1);	139.22

PROPERTY DESCRIPTION (Montgomery County, Illinois) **Gross Acres**
M/L

That part of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section One (1) described as follows, to-wit: Beginning at the Southeast (SE) corner of said quarter quarter section, and running thence North (N) Fifteen (15) chains and Twelve and One-half (12-1/2) links; thence West (W) to the West (W) line of the East Half (E-1/2) of the Northeast Quarter (NE1/4); thence South (S) Fourteen (14) chains and Eighty-seven and One-half (87-1/2) links to a stone; and thence East (E) on the quarter section line Twenty (20) chains and Forty-eight (48) links to the place of beginning;

That part of the East Half (E1/2) of the Northeast Quarter (NE1/4) of Section One (1) described as follows, to-wit: Beginning Fifteen (15) chains Twelve and One-half (12-1/2) links North (N) of the Southeast (SE) corner of the Northeast Quarter (NE1/4) of said Section One (1), and running thence North (N) Fifteen (15) chains Twelve and One-half (12-1/2) links; thence West (W) Twenty (20) chains and Fourteen (14) links; thence South (S) Fourteen (14) chains Eighty-seven and One-half (87-1/2) links; and thence East (E) to the place of beginning;

All of the above described land being located in Township Eight (8) North, Range Five (5) West of the Third Principal Meridian.

T8N-R5W The South Half (S1/2) of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4); the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4); four (4) acres off of the North side of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) and that part of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) described as follows: **87.00**

Beginning at a point twenty (20) rods North of and one hundred fifty-five (155) feet East of the Southwest Corner of said Quarter Quarter Section, running thence North fifty-two (52) rods; thence East to the East line of said Quarter Quarter Section; thence South fifty-two (52) rods; and thence West to the place of beginning;

All in Section One (1), Township Eight (8) North, Range Five (5) West of the Third Principal Meridian.

T8N-R5W Sec. 1: Tract A: N 30 acres of SESE; **84.00**
 Tract B: NESE
 Tract C: That part of a strip of land 175 ft. wide beginning at a point 460 ft. W of E line SE,W 860 ft. to W line of E/2SE

T8N-R4W Sec. 6: Tract A: The W 8 ac of part of SWSW, a strip of land 33 ft. wide off of & across S end of NWSW

T7N-R5W Sec. 35: NWNE **40.00**

T7N-R5W Tract I: **200.00**
 Part of the South Half (S1/2) of the Northeast Quarter (NE1/4) of Section Thirty-five (35) described as: Beginning at the Southwest (SW) corner of the South Half (S1/2) of the Northeast Quarter (NE1/4) and running thence East (E) One Hundred (100) poles; thence North (N) Eighty (80) poles; thence West (W) One Hundred (100) poles; and thence South (S) Eighty (80) poles to the place of beginning; also

A part of the North Half (N1/2) of the Southeast Quarter (SE1/4) of Section Thirty-five (35) described as: Beginning at the Northwest (NW)

PROPERTY DESCRIPTION (Montgomery County, Illinois)**Gross Acres
M/L**

corner of the North Half (N1/2) of the Southeast Quarter (SE1/4) and running thence South (S) Thirty-seven (37) poles; thence East (E) Ninety-eight (98) poles; thence North (N) Thirty-seven (37) poles; thence West (W) Ninety-eight (98) poles to the place of beginning; also

The East (E) Twenty-five and Seven-eighths (25-7/8) acres of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) and the East (E) Twenty-five (25) acres of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Thirty-five (35); and also

A part of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section Thirty-five (35) described as: Beginning Twenty-six and Two-thirds (26-2/3) rods West (W) of the Northeast (NE) corner of said Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4), and running thence West (W) Twenty-six and Two-thirds (26-2/3) rods; thence South (S) to the South (S) line of said tract; thence East (E) Twenty-six and Two-thirds (26-2/3) rods; and thence North (N) to the place of beginning;

All of the above land in Township Seven (7) North, Range Five (5) West of the Third Principal Meridian;

Situated in Montgomery County, Illinois.

Tract II:

The East Half (E1/2) of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section Twenty-five (25);

The West Half (W1/2) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section Twenty-five (25);

The East Half (E1/2) of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section Twenty-six (26);

All in Township Seven (7) North, Range Five (5) West of the Third Principal Meridian.

T7N-R5W Sec. 1: S/2NESW except 3 acres lying on the W side of Lake Fork Creek, E/2SESW, W/2SWSE **57.00**

T8N-R4W Tract I: **99.00**

The South (S) One Hundred (100) feet of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section Three (3), Township Eight (8) North, Range Four (4) West of the Third Principal Meridian, excepting therefrom the following described land: Commencing at the Southwest (SW) corner of said Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4), thence North (N) Sixty (60) feet to the point of beginning; thence East (E) Five Hundred Fifty (550) feet; thence North (N) Forty (40) feet; thence West (W) Five Hundred Fifty (550) feet; and thence South (S) Forty (40) feet to the point of beginning;

Situated in Montgomery County, Illinois.

Tract 2:

Part of the Northwest Quarter (NW1/4) of Section Eleven (11) described as follows: Beginning at the Northwest (NW) corner of said Quarter

PROPERTY DESCRIPTION (Montgomery County, Illinois)**Gross Acres
M/L.**

Section, thence East (E) Ten (10) rods; thence South (S) One Hundred Twenty (120) rods; thence West (W) Ten (10) rods; and thence North (N) One Hundred Twenty (120) rods, to the point of beginning; also,

The North Half (N1/2) of the Northeast Quarter (NE1/4) of Section Ten (10); also,

Part of the South Half (S1/2) of the Northeast Quarter (NE1/4) of Section Ten (10) described as follows: Beginning at the Northeast (NE) corner of said half quarter section and running South (S) Forty (40) rods; thence West (W) Sixty (60) rods; thence South (S) Forty (40) rods; thence West (W) Fifty (50) rods; thence North (N) Eighty (80) rods; and thence East (E) One Hundred Ten (110) rods to the place of beginning, excepting therefrom Twenty-two and one-half (22-1/2) acres off of the West (W) side of said land heretofore deeded by William Keel to William Blevins by deed dated January 5, 1859 and recorded in Deed Record 1, page 199, which said Twenty-two and one-half acre tract is described as follows: Beginning at a point 50 rods East of the Northwest corner of said South Half of the Northeast Quarter of said Section 10, running South 80 rods; thence East 50 rods; thence North 44 rods; thence West 12 rods; thence North 36 rods; thence West 38 rods to the place of beginning.

Excepting from the above described Tract 2 the following described land sold to Charles W. Seymour and conveyed to him by deed dated January 2, 1885 and recorded in Deed Record 48, page 108: Commencing at a point on the Section line between Sections Ten (10) and Eleven (11), Forty (40) rods North (N) of the Southeast (SE) corner of the Northeast Quarter (NE1/4) of Section Ten (10), running thence East (E) Ten (10) rods; thence North (N) Forty (40) rods; thence West (W) Three (3) Rods; thence South (S) Twenty-three (23) rods and Eleven and one-half (11-1/2) feet; thence West (W) Seventy-nine (79) rods; thence South (S) Twelve (12) rods and Five (5) feet; thence East (E) Twelve (12) rods; thence South (S) Four (4) rods; and thence East (E) Sixty (60) rods to the place of beginning.

All of said Tract 2 being in Township Eight (8) North, Range Four (4) West of the Third Principal Meridian.

T9N-R5W	Sec. 36: NESE	40.00
T7N-R4W	Sec. 7: Part of SESW beginning at SE cor, W 80 rd, N 75 rd 16 inches, E 80 rd, S to beginning.	87.50
	Sec. 18: N 100 rd of E/2NW	
T7N-R5W	Sec. 14: N/2SW	80.00
T7N-R5W	Tract 1: Sec. 35: N/2NW	201.50
	Tract 2: Sec. 35: S 123 rods of W/2SE, part of E/2SE beginning at SE corner, W 80 rods to SW corner, N along W line 123 rods to road, E 18 rods, S 14-1/6 rods, E 62 rods to E line, S 108-5/6 rods to beginning.	
T7N-R4W	Sec. 18: S 30 acres of the SENW	30.00

PROPERTY DESCRIPTION (Montgomery County, Illinois)		Gross Acres M/L
T9N-R4W	The Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section Thirty-one (31), Township Nine (9) North, Range Four (4) West of the Third Principal Meridian. Excepting therefrom 0.94 acre, more or less, off of the south side of said Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section Thirty-one (31) which was conveyed to the State of Illinois by a warranty deed dated March 10, 1967 and recorded April 26, 1967 in Deed Record 260, page 215.	40.00
T8N-R4W	Sec. 18: NENE, E/2NWNE Sec. 30: E/2NESW, part of NWSE lying N & W of Walshville Road	105.00
T8N-R4W	Sec. 30: E/2NE except part of the SENE beginning at SW cor, N 9 ch, E 5 ch 55 links, S 9 ch to S line, W along S line 5 ch 55 links to beginning.	75.00
T8N-R5W	Sec. 1: 10 ac off S end of SWSE, part of E/2SW beginning at point at SE cor, W on S line 40 rods, N 8 rods, E 40 rods, S 8 rods to beginning. Sec. 12: Part of NENW lying E of Shoal Creek, part of SENW begin NE corner, S 53 rods, W to W line, N 27 rods, E 40 rods, N 26 rods, E to beginning, W/2NE, S 13-1/2 ac of E/2NW.	139.50
T9N-R4W	The Southwest Quarter (SW1/4) of Section Thirty-one (31), Township Nine (9) North, Range Four (4) West of the Third Principal Meridian; EXCEPTING thirty-four and one-half (34-1/2) acres off of the North end thereof; also, EXCEPTING about one (1) acre of land in the Southeast Corner thereof described as follows: Beginning at the Southeast Corner of said Quarter Section, running thence North twelve and one-half (12-1/2) rods and six (6) links, thence West twelve and one-half (12-1/2) rods and six (6) links, thence South twelve and one-half (12-1/2) rods and six (6) links, and thence East twelve and one-half (12-1/2) rods and six (6) links to the place of beginning; and, also, EXCEPTING that part of the Southwest Quarter (SW1/4) of said Section Thirty-one (31) described as follows: Beginning at a point on the West line of said Quarter Section where the same intersects the North line of Illinois State Route No. 16; running thence North along said West line One Hundred Ninety-eight (198) feet; thence East Two Hundred Twenty (220) feet; thence South One Hundred Ninety-eight (198) feet, more or less, to the North line of said Illinois State Route No. 16, thence in a Westerly direction along the North line of said Illinois State Route No. 16 a distance of Two Hundred Twenty (220) feet, more or less, to the place of beginning; and also EXCEPTING a tract of land containing 1.46 acres, more or less, located in the South part of the Southwest Quarter (SW1/4) of said Section Thirty-one (31) which was taken by the State of Illinois by Condemnation in Case No. 67-46, Circuit Court of Montgomery County, Illinois.	110.54
T8N-R4W	Sec. 20: W/2SE, W/2NE, W 20 ac. of E/2NE	180.00
T8N-R4W	Tract A: The West Half of the Southeast Quarter of Section 17; and The Southeast Quarter of the Southeast Quarter of Section 17. Tract B: That part of the Northeast Quarter of the Northwest Quarter of Section 31, described as follows: Beginning at a point 643.9 feet West	140.00

PROPERTY DESCRIPTION (Montgomery County, Illinois) **Gross Acres
M/L**

of the Southwest corner of the Southeast Quarter of Section 30, running thence South 923.35 feet, thence North 56 degrees 44 minutes West to a point on the North and South divisional line 398 feet South of the North Section line of Section 31, thence North 398 feet to said North Section line, and thence East 800.6 feet to the place of beginning, containing 12.26 acres, more or less; and, also, that part of the Southeast Quarter of the Southwest Quarter of Section 30, described as follows: Beginning at a point 643.9 feet West of the Southwest corner of the Southeast Quarter of said Section 30, running thence North 381.6 feet, thence West 800.6 feet, thence South 381.6 feet, and thence East 800.6 feet to the place of beginning, containing 7 acres, more or less;

All in Township 8 North, Range 4 West of the Third Principal Meridian.

T8N-R4W	Tract A: Sec. 20: NESE Sec. 21: W/2SW Tract B: Sec. 21: W/2E/2SW	160.00
T9N-R4W	Sec. 31: NE	160.00
T9N-R4W	Sec. 30: SE except right of way of Cleveland, Cincinnati, Chicago and St. Louis Railway Co.	155.00
T8N-R4W	Sec. 7: E/2NW	80.00
T8N-R4W	Sec. 7: N 26 acres of E/2SW	26.00
T8N-R4W	Sec. 18: Part of NESE N of N line of Public road leading from Hillsboro to Litchfield as located in 1975.	18.00
T8N-R5W	All that part of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section Twelve (12) lying West of Shoal Creek, containing Twenty-five (25) acres, more or less; also, All that part of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section Twelve (12), described as follows: Beginning at the Northwest Corner of said Quarter Quarter Section, running thence South Twenty-six (26) rods, thence East Forty (40) rods, thence North Twenty-six (26) rods, and thence West Forty (40) rods to the place of beginning, containing six and one-half (6-1/2) acres; also, The Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section Twelve (12); and also, That part of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section Twelve (12), described as follows: Beginning at the Southeast Corner of said Quarter Quarter Section, running thence West Sixty (60) rods, thence North Forty (40) rods, thence East Sixty (60) rods, and thence South Forty (40) rods to the place of beginning; All of the above described land being situated in Township Eight (8) North, Range Five (5) West of the Third Principal Meridian, and containing in the aggregate Eighty-six and one-half (86-1/2) acres, more or less;	86.50
T8N-R2W	Sec. 17: SENE, NESE	80.00

PROPERTY DESCRIPTION (Montgomery County, Illinois)		Gross Acres M/L
T9N-R3W	Sec. 22: N/2SWNE, SWNWNE	30.00
T9N-R3W	Sec. 26: SWSW	40.00
T9N-R4W	<p><u>Tract 1:</u> The North Seventeen and one-half (17-1/2) acres of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4); and</p> <p>The North Seventeen (17) acres of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4); and</p> <p>The South Half (S1/2) of the Northwest Quarter (NW1/4); and also</p> <p>The Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4);</p> <p>All of Tract 1 being located in Section Thirty-one (31), Township Nine (9) North, Range Four (4) West of the Third Principal Meridian.</p>	214.50
T9N-R5W	<p><u>Tract 2:</u> The Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4); and</p> <p>The East Half (E1/2) of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4);</p> <p>All of Tract 2 being located in Section Thirty-six (36), Township Nine (9) North, Range Five (5) West of the Third Principal Meridian;</p> <p>EXCEPTING from said Tract 2 the right-of-way of the Penn Central Railroad (formerly the Terre Haute and Alton Railroad Company) One Hundred (100) feet wide across the East Half (E1/2) of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of said Section Thirty-six.</p>	
T8N-R4W	Sec. 7: S 35 acres of N 71 acres of E/2SW, SWNE, excepting N 10 acres, NWSE, part of NWSWSE N & W of Center of Brush Creek.	107.00
T7N-R4W	Sec. 19: NWNW	120.00
T7N-R5W	Sec. 24: E/2NE	
T8N-R4W	The Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section Eighteen (18), EXCEPTING three and one-half (3-1/2) acres out of the Southwest Corner thereof described as follows: Beginning at the Southwest Corner of said Quarter Quarter Section, running thence East twenty (20) rods, thence North twenty-three (23) rods, thence in a Northwesterly direction to a point thirty-three (33) rods North of the place of beginning, on the line of said tract of land, and thence South to the place of beginning; also, all of the land lying and being North of the North line of the public road leading from Hillsboro to Litchfield, being a part of the following described tracts of land: The East Half (E1/2) of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) and the East Half (E1/2) of the West Half (W1/2) of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4), all in Section Eighteen (18), in Township Eight (8) North, Range Four (4) West of the Third Principal Meridian;	39.50
T8N-R4W	The East Half (E1/2) of the Northeast Quarter (NE1/4) of Section Eight (8), Township Eight (8) North, Range Four (4) West of the Third	80.00

PROPERTY DESCRIPTION (Montgomery County, Illinois)		Gross Acres M/L.
	Principal Meridian, EXCEPTING a tract of land described as beginning at the Southeast Corner of said Half Quarter Section at a stone, running thence North 71 degrees West five (5) poles and twelve and one-half (12-1/2) links, thence North 7 degrees 45 minutes fifty-eight (58) poles to a pin Oak four (4) inches in diameter, South fifteen (15) poles and Eleven (11) links, thence East four (4) poles, and thence South to the place of beginning, said exception containing one (1) acre and seventy-six (76) poles, all situated in Montgomery County, Illinois.	
T8N-R5W	Sec. 24: Tract A: SWNW, NWSW Tract B: NESW, SWSE, W/2NWSE Tract C: SENW Tract D: W/2SWNE	240.00
T8N-R4W	Sec. 30 NENW, SENW, part of SWNE begin SW cor, N on W line 690 ft. SE direction to point 210 ft. N of S line & 450 ft. W of W line of Public road, E 450 ft. to W line of Road, SW direction along W line of Road to S line, W along line to beginning.	89.50
T9N-R3W	Sec. 35: SWSW	40.00
T8N-R2W	Sec. 32: E/2SE less the N 32 acres	48.00
T9N-R4W	<u>Tract 1:</u> The Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section Thirty-one (31), Township Nine (9) North, Range Four (4) West of the Third Principal Meridian, excepting therefrom a strip of land described as follows: Beginning at the Southeast (SE) corner of said Quarter Quarter Section; thence West (W) to the Southwest (SW) corner; thence North (N) fourteen (14) feet ten (10) inches; and thence in an Easterly (Eerly) direction to the place of beginning.	132.00
T9N-R5W	<u>Tract 2:</u> The East (E) fifteen (15) acres of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section Twenty-five (25), Township Nine (9) North, Range Five (5) West of the Third Principal Meridian; and	
T9N-R4W	The Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section Thirty (30), Township Nine (9) North, Range Four (4) West of the Third Principal Meridian; EXCEPTING from said Tract 2 the right-of-way of the St. Louis, Alton and Terre Haute Railroad Company, now known as the Cleveland, Cincinnati, Chicago and St. Louis Railway Company.	
T9N-R4W	<u>Tract 3:</u> One-half (1/2) acre of ground in the Southeast (SE) corner of the East Half (E1/2) of the Southwest Quarter (SW1/4) of Section Thirty (30), Township Nine (9) North, Range Four (4) West of the Third Principal Meridian.	
T9N-R4W	<u>Tract 4:</u> An undivided one-half (1/2) interest in the following described land: The Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Thirty (30), Township Nine (9) North, Range Four (4) West of the Third	

PROPERTY DESCRIPTION (Montgomery County, Illinois)	Gross Acres M/L
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	Principal Meridian, excepting the right-of-way of the St. Louis, Alton and Terre Haute Railroad Company, now known as the Cleveland, Cincinnati, Chicago and St. Louis Railway Company; also excepting one-half acre in the Southeast (SE) corner thereof formerly conveyed for school purposes.	
T8N-R5W	Sec. 23: E/2NE, NESE	120.00
T8N-R4W	Sec. 7: S/2NWNW, SWNW	100.00
T8N-R5W	Sec. 12: SENE	
T8N-R5W	<u>Tract 1:</u> The North Half (N1/2) of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4); and, The South Half (S1/2) of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4); and, The Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4); and, The Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4); and, The Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4); and, The Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4); and, The North Half (N1/2) of the Northwest Quarter (NW1/4); and, The East Half (E1/2) of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4); and, The Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) excepting Three (3) acres in the Southeast (SE) corner of said Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) described as follows: Beginning at the Southeast (SE) corner of said Quarter Quarter Section, thence North (N) Twenty-one (21) rods; thence West (W) Twenty-three (23) rods; thence South (S) Twenty-one (21) rods; thence East (E) Twenty-three (23) rods to the place of beginning, All of said Tract 1 being situated in Section Twenty-five (25), Township Eight (8) North, Range Five (5) West of the Third Principal Meridian.	387.00
	<u>Tract 2:</u> The East Half (E1/2) of the Northeast Quarter (NE1/4) of Section Twenty-six (26) in Township Eight (8) North, Range Five (5) West of the Third Principal Meridian.	
T8N-R4W	Sec. 3: S/2SWSE less beginning at SW corner of SWSE, N 60 ft., E 550 ft., N 40 ft., E 770 ft. to E line of SWSE, S 100 ft. to SE corner, W 1320 ft to beginning.	18.00
T8N-R4W	Sec. 19: NWSE	40.00
T9N-R4W	The West Half (W1/2) of the Southeast Quarter (SE1/4) and the West Half (W1/2) of the East Half (E1/2) of the Southeast Quarter (SE1/4) of Section 34, Township Nine (9) North, Range Four (4) West of the Third	116.00

PROPERTY DESCRIPTION (Montgomery County, Illinois)		Gross Acres M/L
	Principal Meridian, EXCEPTING therefrom four (4) acres off of the East (E) side of said tract, being a strip four (4) rods wide East and West by 160 rods North and South.	
T8N-R4W	Sec. 30: NESE Part of NWSE beginning at NE corner, run W 9 rods to Walshville road, SW along said road 42 rods, E 20 rods to E line & N to beginning.	43.75
T8N-R4W	The Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4), EXCEPTING that part of said Quarter Quarter Section described as follows: Commencing at the Southwest (SW) corner of said Quarter Quarter Section, running thence North (N) on the West (W) line of said Quarter Quarter Section Six Hundred Ninety (690) feet; thence in a Southeasterly (SEerly) direction to a point Two Hundred Ten (210) feet North (N) of the South (S) line of said Quarter Quarter Section Four Hundred Fifty (450) feet West (W) of the West (W) line of the public road; thence East (E) Four Hundred Fifty (450) feet, more or less, to the West (W) line of said public road; thence in a Southwesterly (SWerly) direction along the Westerly (Werly) line of said road to the South (S) line of said Quarter Quarter Section; and thence West (W) along said Quarter Quarter Section line to the place of beginning. The Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4), EXCEPTING the two tracts of land described as follows: Tract 1: Beginning at the Northeast (NE) corner of said Quarter Quarter Section, running thence South (S) along the East (E) line of said Quarter Quarter Section Five Hundred Ninety (590) feet, thence West (W) parallel with the North (N) line of said section Three Hundred Sixty-nine (369) feet, thence North (N) parallel with the East (E) line of said Quarter Quarter Section Five Hundred Ninety (590) feet, more or less, to the North (N) line of said section, and thence East (E) to the place of beginning; Tract 2: Beginning at the Northwest (NW) corner of said Quarter Quarter Section, thence East (E) along the North (N) line of said Section Three Hundred Sixty-five (365) feet, thence Southwesterly (SWerly) Four Hundred Seventeen (417) feet, more or less, to a point on the West (W) line of said Quarter Quarter Section Two Hundred Five (205) feet South (S) of the Northwest (NW) corner, thence North (N) Two Hundred Five (205) feet to the place of beginning; All of the above described land being situated in Section Thirty (30), Township Eight (8) North, Range Four (4) West of the Third Principal Meridian.	65.00
T8N-R4W	Sec. 17: SENE, NWNE	80.00
T8N-R4W	Sec. 19: Tract 1: SWSW Tract 2: W/2SESW	64.20
T8N-R4W	TRACT 1: The North Ten (10) acres of the West Half (W1/2) of the Northwest Quarter (NW1/4) of Section Seven (7); also	18.50

PROPERTY DESCRIPTION (Montgomery County, Illinois)

TRACT 2:

That part of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section Six (6) lying South of the former right-of-way of the St. Louis and Northeastern Railway, excepting that part described as follows:

Commencing at the Southeast corner of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of said Section Six (6), thence West Twenty (20) feet; thence North One Hundred Twenty-two and two tenths (122.2) feet to the point of beginning; thence North Two Hundred and Eight and eight tenths (208.8) feet; thence West Two Hundred and Eight and eight tenths (208.8) feet; thence South Two Hundred and Eight and eight tenths (208.8) feet; and thence East Two Hundred and Eight and eight tenths (208.8) feet to the place of beginning.

Both of the above-described tracts of land being situated in Township Eight (8) North, Range Four (4) West of the Third Principal Meridian.

T7N-R5W	Sec. 11: W/2SE	80.00
T9N-R5W	Eight Hundred Sixteen (816) feet off the East (E) side of the real estate described as follows: The East Half (E1/2) of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) and the East Half (E1/2) of the West Half (W1/2) of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4), all in Section Thirty-six (36), Township Nine (9) North, Range Five (5) West of the Third Principal Meridian.	24.20
T9N-R5W	Sec. 36: W/2W/2NE less the right of way of Penn Central Railroad	37.00
T7N-R4W	Sec. 6: E/2SW less 3.86 acres off the E side	80.00
T8N-R4W	The Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) and the East Half (E1/2) of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Nineteen;	67.25

Also,

Part of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section Thirty (30), described as follows:

Commencing at the Northwest corner of said Quarter Quarter Section, measure thence East along the North line of said Section Three Hundred Sixty-five (365) feet; thence in a Southwesterly direction Four Hundred Seventeen (417) feet, more or less, to a point on the West line of said Quarter Quarter Section Two Hundred Five (205) feet South of the said Northwest corner; and thence North on the West line of said Quarter Quarter Section Two Hundred Five (205) feet to the place of beginning;

Also,

Part of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section Thirty (30), described as follows: Commencing at the Northeast corner of said Quarter Quarter Section; thence South on the East line of said Quarter Quarter Section Five Hundred Ninety (590) feet; thence West parallel with the North line of said Section Three

PROPERTY DESCRIPTION (Montgomery County, Illinois)

**Gross Acres
M/L**

Hundred Sixty-nine (369) feet; thence North parallel with the East line of said Quarter Quarter Section Five Hundred Ninety (590) feet, more or less, to the North line of said Section; and thence East on the North line of said Section Three Hundred Sixty-nine (369), more or less, to the place of beginning; excepting therefrom the following described real estate:

Beginning at the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section Thirty (30); thence 200 feet South along the East line of said Quarter Quarter Section to a point; thence 60 feet West on a line perpendicular to the East line of said Quarter Quarter Section to a point; thence North 200 feet parallel with the East line of said Quarter Quarter Section; thence East 60 feet on a line perpendicular to the said East line of said Quarter Quarter Section to the place of beginning;

All of said Parcel being located in Township Eight (8) North, Range Four (4) West of the Third Principal Meridian;

T8N-R5W The West 25 acres of that part of the West Half (W1/2) of the Northwest Quarter (NW1/4) of Section One (1), Township Eight (8) North, Range Five (5) West of the Third Principal Meridian, described as follows: **25.75**

Beginning at the Southwest corner of said Half Quarter Section, thence running North Ninety-two and three-fourths (92-3/4) rods, thence East Eighty (80) rods to the section line between Sections 1 and 2, and thence South along said section line Ninety-two and three-fourths (92-3/4) rods to the place of beginning.

T8N-R5W A part of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section One (1) and part of the East Half (E1/2) of the Northeast Quarter (NE1/4) of Section Two (2), all in Township Eight (8) North, Range Five (5) West of the Third Principal Meridian: Beginning seven hundred and ten (710) feet West and three hundred and seventy (370) feet South of the Northeast corner of said Section Two (2), thence South 11 degrees 3 minutes West two hundred and four (204) feet, thence East 15 degrees 54 minutes South three hundred and twelve (312) feet, thence East 28 degrees 23 minutes South two hundred and five (205) feet, thence North on the Section line of said Section Two (2) one thousand and twenty (1,020) feet to the South line of Illinois State Route 16, thence West 5 degrees 35 minutes South seven hundred and ten (710) feet to the place of beginning, all in said Section Two (2); ALSO, **41.00**

The Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of said Section One (1) EXCEPT six (6) acres off the South end thereof.

EXCEPTING from all of the above described property any land falling within said property that was acquired by the State of Illinois by quitclaim deed dated July 12, 1967, and recorded in the Recorder's Office of Montgomery County, Illinois on August 1, 1967 in Deed Record 261, page 261, as Document No. 216322, and by warranty deed dated July 12, 1967, and recorded in said Recorder's Office on September 22, 1967, in Deed Record 262, Page 83, as Document No. 216956.

T9N-R5W That part of the West Half (W1/2) of the Southwest Quarter (SW1/4) of **77.99**
T8N-R5W Section Thirty-six (36), and all that part of the East Half (E1/2) of the

PROPERTY DESCRIPTION (Montgomery County, Illinois)

Gross Acres
M/L

Southeast Quarter (SE1/4) of Section Thirty-five (35) which lies South (S) of the railway right-of-way (except four (4) rods wide off the South (S) end of the last-named tract); in Township Nine (9) North, Range Five (5) West of the Third Principal Meridian; and

All that portion of the East Half (E1/2) of the Northeast Quarter (NE1/4) of Section Two (2), Township Eight (8) North, Range Five (5) West of the Third Principal Meridian which lies South of the Railway right-of-way through the same, EXCEPTING therefrom that part of said land deeded to the City of Litchfield by warranty deed dated June 12, 1943, and recorded June 17, 1943, in Deed Record 186, Page 411, described as follows:

A part of the East Half of the Northeast Quarter of Section Two (2), Township Eight (8) North, Range Five (5) West of the Third Principal Meridian, beginning 710 feet West and 370 feet South of the Northeast corner of said Section 2; thence South 11 degrees and 3 minutes West 204 feet; thence East 15 degrees and 54 minutes South 312 feet; thence South 10 degrees and 16 minutes East 424 feet; thence South 41 degrees and 14 minutes East 204 feet; thence East 28 degrees and 23 minutes South 205 feet; thence North on the Section line 1,020 feet to the South line of the right-of-way of State Highway Route No. 16; thence West 5 degrees and 35 minutes South 710 feet to the place of beginning.

Also EXCEPTING from that part of the East Half (E1/2) of the Northeast Quarter (NE1/4) of said Section Two (2) lying South of the railway right-of-way that part of said property taken by the State of Illinois by condemnation in Case No. 67-46 in the Circuit Court for the Fourth Judicial Circuit, Montgomery County, Illinois.

T8N-R5W	Sec. 24: SESW	40.00
T8N-R4W	Ten acres off of and across the South end of the East Half of the Southwest Quarter of Section 7, Township 8 North, Range 4 West of the Third Principal Meridian, being the South Half of the South Half of the Southeast Quarter of the Southwest Quarter of said Section 7, and sometimes known and described as ten acres off of the South part of the East half of the Southwest Quarter, of Section 7, Township 8 North, Range 4 West of the Third Principal Meridian.	10.00
T8N-R4W	Sec. 6: The S 11 acres of NWSW less the S 1 acre	10.00
T7N-R4W	Sec. 6: NWNW	42.97
T8N-R5W	Sec. 1: SW, part of the SWSE beginning at point 20 rd N of SW cor of W/2SE, N 52 rd, E 155 ft, S 52 rd, W 155 ft to beginning	233.00
	Sec. 2: E/2SE except N/2N/2NESE	
T7N-R5W	Sec. 26: SWNW	40.00
T7N-R5W	Sec. 35: NENE, part of SENE beginning at SE cor, W 60 rd, N 80 rd, E 60 rd, S 80 rd to beginning	110.00
	Sec. 36: SWNW	
T8N-R4W	Sec. 7: NESWSE, SESE	50.00

PROPERTY DESCRIPTION (Montgomery County, Illinois)		Gross Acres M/L
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T8N-R4W	Sec. 7: 10 ac off the N end of the S 45 ac of land off of 71 ac off the N end of the E/2SW	10.00
T7N-R4W	Sec. 6: S/2NW	84.00
T7N-R4W	Sec. 6: W/2SE, 3.86 acres off the E side of E/2SW	83.86
T7N-R4W	Sec. 19: NESWSW, S/2SWSE	30.00
T7N-R4W	Sec. 7: SWNW	41.56
T8N-R4W	Part of the Northeast Quarter (NE1/4) of Section Ten (10) (28 acres); the East Half of the Southeast Quarter (SE1/4) of Section Ten (10) (80 acres); balance of the North Half (N1/2) of the Northwest Quarter (NW1/4) of Section Eleven (11) (54.10 acres); balance of the South Half (S1/2) of the Northwest Quarter (NW1/4) of Section Eleven (11) (52.45 acres); and the Southwest Quarter (SW1/4) of Section Eleven (11) (160 acres); all in Township Eight (8) North, Range Four (4) West of the Third Principal Meridian and containing 374.55 acres, more or less; more nearly correctly described as follows, to-wit:	117.02

The South 28 acres of the Southeast Quarter of the Northeast Quarter and the East Half of the Southeast Quarter of said Section 10; and

The Northwest Quarter of said Section 11, EXCEPTING therefrom the five following described tracts of land:

(1) The West 10 rods of the Northwest Quarter of said Northwest Quarter, containing 5 acres, more or less; also

(2) Beginning at the Southeast corner of said Northwest Quarter; thence North 1 degree 25 minutes West 240 feet; thence South 88 degrees 38 minutes West 622 feet; thence North 0 degrees 30 minutes West 469 feet; thence North 84 degrees 30 minutes East 321 feet; thence North 5 degrees 0 minutes West 623 feet; thence West 953 feet; thence North 3 degrees 30 minutes West 331 feet; thence North 89 degrees 30 minutes East 600 feet; thence North 29 degrees 30 minutes East 207 feet; thence North 55 degrees 0 seconds East 230 feet; thence East 397 feet to the half section line; thence in a southerly direction along the half section line 1950 feet, more or less, to the place of beginning, containing 28.9 acres, more or less; also

(3) The North 690 feet of the East 396 feet of the Northeast Quarter of said Northwest Quarter, containing 6.27 acres, more or less; also

(4) All that part of the North 618 feet of the East 1280 feet of the Southeast Quarter of said Northwest Quarter not heretofore excepted, containing 12.28 acres, more or less; and

(5) The West 7 rods of the North 23 rods 11-1/2 feet in the Northwest corner of the Southwest Quarter of the Northwest Quarter, containing one (1) acre, more or less.

The Southwest Quarter of said Section 11.

The above-described land with the exceptions thereto contains

PROPERTY DESCRIPTION (Montgomery County, Illinois)**Gross Acres
M/L**

374.55 acres, more or less, and said land is situated in Sections 10 and 11 in Township 8 North, Range 4 West of the Third Principal Meridian. There is, however, excepted from said above-described land the following additional tracts of real estate described as follows, to-wit:

Tract A:

That part of the Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter of said Section 11 which is included in the Plat of Smith's Subdivision No. 1 as filed in the Office of the Recorder of Montgomery County, Illinois, on July 13, 1948, in Plat Book 1, Page 132, containing in said plat 5 acres, more or less;

Tract B:

That property included in the plat of Imle's Subdivision No. 1: Commencing at the center of Section 11, Township 8 North, Range 4 West of the Third Principal Meridian; thence southerly on the half section line 661.0 feet for a point of beginning; thence South 89 degrees 07 minutes West 390 feet; thence South 390 feet from and parallel to said half section line 240 feet; thence South 89 degrees 07 minutes East 415 feet; thence northerly along said half section line 580 feet to the point of beginning, containing 5.38 acres more or less;

Tract C:

That property conveyed by Samuel C.H. Nobbe and Frieda Nobbe, his wife, to Lester Feeny and Nellie Feeny, his wife, by deed dated July 27, 1960 and recorded in Deed Record 237 of Montgomery County, Illinois at page 316, containing 191.6 acres, more or less;

Tract D:

That property conveyed by Samuel C.H. Nobbe and Frieda Nobbe, his wife, to Earl C. Seltzer, dated June 25, 1965, recorded in Deed Record 251 of Montgomery County, Illinois, at page 246, containing 37.1 acres, more or less;

Tract E:

That property conveyed by Frieda K. Nobbe, a widow who has not remarried, and others, to Glenn E. Mueller and Harriet J. Mueller, by deed dated May 9, 1972, recorded in Deed Record 282 of Montgomery County, Illinois at page 33, containing 3 acres, more or less;

Tract F:

That property conveyed by Frieda K. Nobbe and others, to Harold P. Lyerla and Kathryn Lyerla, by deed dated June 4, 1974, recorded in Deed Record 290 of Montgomery County, Illinois at page 405, containing 1.319 acres, more or less;

Tract G:

That property conveyed by Frieda K. Nobbe and others, to JeNeva Brooks, by deed dated June 12, 1974, recorded in Deed Record 291 of Montgomery County, Illinois at page 12, containing 1.04 acres, more or less;

Tract H:

All that part of the Southwest Quarter of Section 11, Township 8 North, Range 4 West of the Third Principal Meridian in Montgomery County, Illinois, described as follows: Beginning at the Northeast corner Lot 43 also being the Southwest corner Lot 42 of Westwood Subdivision, City

PROPERTY DESCRIPTION (Montgomery County, Illinois)

**Gross Acres
M/L**

of Hillsboro, Montgomery County, Illinois, as recorded in Plat Book 3, page 4, in the office of the County Clerk for Montgomery County; thence South 77 degrees 35 minutes East Four Hundred Forty-eight (448.0) feet; thence South 0 degrees 52 minutes 40 seconds West Three Hundred Twenty-nine and Seventy-nine Hundredths (329.79) feet; thence South 61 degrees 06 minutes 20 seconds West One Hundred Sixty-five and Seventeen Hundredths (165.17) feet; thence South 81 degrees 44 minutes 45 seconds West Two Hundred Eighty-nine and Ninety-seven Hundredths (289.97) feet; thence North 64 degrees 59 minutes 20 seconds West Three Hundred Seventeen and Ninety-nine Hundredths (317.99) feet; thence North 43 degrees 28 minutes 20 seconds West Two Hundred Eighty-seven and Eight Hundredths (287.08) feet; thence North 6 degrees 33 minutes West Five Hundred Seventy-seven and Eighty-three Hundredths (577.83) feet; thence North 20 degrees 53 minutes East Two Hundred Sixty-six and Four Tenths (266.4) feet; thence South 78 degrees 31 minutes East Two Hundred Seventy-nine and Eighty-one Hundredths (279.81) feet; thence South 3 degrees 10 minutes 40 seconds East One Hundred Twenty-four and Ninety-six Hundredths (124.96) feet being the Northwest corner of Lot 47 of said Westwood Subdivision; thence South 7 degrees 00 minutes West Two Hundred Eighty-five and Twelve Hundredths (285.12) feet; thence South 10 degrees 20 minutes West Two Hundred Fifteen and Ninety-six Hundredths (215.96) feet; thence South 46 degrees 17 minutes East One Hundred Forty-seven and Eleven Hundredths (147.11) feet; thence North 44 degrees 40 minutes East One Hundred Ninety-six and Forty-eight Hundredths (196.48) feet; thence North 10 degrees 33 minutes 30 seconds East Twenty (20) feet to the point of beginning, containing 13.09 acres, more or less.

The above described property with all the exceptions thereto contains 117.02 acres, more or less, and is situated in Sections 10 and 11, Township 8 North, Range 4 West of the Third Principal Meridian, in Montgomery County, Illinois.

By Quitclaim Deed dated July 12, 1976, as recorded in Deed Record 302, Page 413, records of Montgomery County, Illinois, the said grantors in above described Warranty Deed conveyed and quit claimed to Consolidation Coal Company the following described real estate:

All coal and other minerals mixed with coal underlying the surface of Section 10 and Section 11 in Township 8 North, Range 4 West of the Third Principal Meridian.

T9N-R4W	Sec. 29: Part of SENE beginning at NE cor, W on N line to NW cor, S to N line of Penn Central Railroad right of way, NE along N line of ROW to E Line, N along E line to beginning.	22.25
T9N-R4W	Sec. 29: Part of W/2 lying N of the right of way of Penn Central Railroad, W/2NE lying N of the right of way of Penn Central Railroad.	243.00
T9N-R4W	Sec. 29: NENE	40.00
T8N-R4W	Part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section Two (2), Township Eight (8) North, Range Four (4) West of the Third Principal Meridian, which lies North and East of the right-of-ways of Illinois State Highway Routes 16 and 127, as the same are now located, more particularly described as follows: Beginning at	20.00

PROPERTY DESCRIPTION (Montgomery County, Illinois)	Gross Acres M/L
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the Northeast Corner of said Quarter Quarter Section, running thence West along the North line of said Quarter Quarter Section, 915.3 feet, more or less, to the point where said North line intersects the North and East right-of-way lines of said Illinois State Highway Routes 16 and 127, as the same are now located; thence Southeasterly along the Northeasterly right-of-way lines of said Highways to the point where the said Northeasterly right-of-way lines intersect the East line of said Quarter Quarter Section; and thence North along said East line to the place of beginning; AND ALSO, the West Two Hundred (200) feet of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section Two (2), Township Eight (8) North, Range Four (4) West of the Third Principal Meridian, lying North of the North and East right-of-way lines of said Illinois State Highway Routes 16 and 127, as the same are now located;

EXCEPTING from the above described real estate that part thereof containing .09 acre, more or less, conveyed to the State of Illinois by Warranty Deed dated July 31, 1964 and recorded October 9, 1964 in Deed Record 249, Page 51 in the Recorder's Office of Montgomery County, Illinois.

T7N-R5W	Sec. 25: NENW, NWNW Sec. 24: 25 ac off the W side of the SWSW	105.00
T7N-R5W	Sec. 13: S/2NWNE, N/2SWNE, SENW, SESWNE, NWSE except 3 ac off S side beginning at SW cor, E 30 rods to a branch, Northwesterly along branch to W line, S to beginning.	127.00
T8N-R5W	Sec. 1: S 7 ac of the N/2NENE	7.00
T8N-R3W	Sec. 18: NE less the E 200 ft.	148.00
T9N-R3W	Tract 1: Sec. 28: N/2NENW Tract 2: Sec. 35: NWSW, SWNW	100.00
T8N-R5W	Sec. 1: W 6-1/2 acres of 13 acres of N side of NENE, part of E 6-1/2 acres of N 13 acres of NENE, W of creek; less W 2 acres, also excepting that part of said lands conveyed by Melvin & Ruth Brown to State of Illinois by Warranty Deed dated 12/8/66, Rec. Book 259, Page 387.	5.00
T7N-R5W	Sec. 11: SENE	40.00
T7N-R5W	The Southeast Quarter (SE-1/4) of the Southwest Quarter (SW-1/4) of the Northeast Quarter (NE-1/4), in Section Twenty-five (25), Township Seven (7) North, Range Five (5) West of the Third Principal Meridian; EXCEPTING therefrom that part used and occupied by Kirkland Cemetery Association, and/or conveyed for cemetery purposes by the following deeds recorded in the Recorder's Office of Montgomery County, Illinois:	5.00
	1. Warranty Deed from John Kirkland and Polly Ann Kirkland to County Court of Montgomery County, dated January 10, 1860, and recorded March 13, 1860, in Deed Record X, page 409.	
	2. Quitclaim Deed from Thomas T. Smith and Susan Smith, husband and wife, to Jesse Boyd, dated December 17, 1877, and recorded	

PROPERTY DESCRIPTION (Montgomery County, Illinois)**Gross Acres
M/L**

August 24, 1878, in Deed Record 28, page 287.

3. Quitclaim Deed from Thomas T. Smith and Susan Smith, husband and wife, to John Kirkland, et al, Trustees of the Lindley Graveyard, dated November 19, 1887, and recorded January 30, 1888, in Deed Record 43, page 423.

4. Quitclaim Deed from Thomas T. Smith and Susan Smith to Samuel Voyles, dated May 23, 1891, and recorded June 22, 1892, in Deed Record 57, page 432.

5. Quitclaim Deed from Thomas T. Smith and Susan Smith, husband and wife, to the Trustees of the cemetery known as the Kirkland Graveyard, dated September 5, 1896, and recorded December 1, 1896, in Deed Record 71, page 114.

T8N-R5W

The East six and one-half (6-1/2) acres of thirteen (13) acres off the North side of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section One (1), Township Eight (8) North, Range Five (5) West of the Third Principal Meridian; EXCEPTING from said real estate the following described tracts of real estate:

4.75Tract 1:

That portion of said six and one-half (6-1/2) acres lying West of the creek, containing one (1) acre, more or less.

Tract 2:

That part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of said Section One (1) described as follows, to-wit: Beginning at the point of intersection of the East section line of said Section One (1) and the South line of the Public Right-of-way of Route 16; thence South along said East section line three hundred seventy (370) feet; thence West one hundred seventy (170) feet; thence North three hundred seventy (370) feet to the South line of said Public Right-of-way; thence East along said South line of the Public Right-of-way one hundred seventy (170) feet to the point of beginning.

Tract 3:

That part of said East six and one-half (6-1/2) acres, containing .047 acre taken by the State of Illinois by condemnation by order entered October 2, 1967 in Case No. 67-46 in the Circuit Court of the Fourth Judicial Circuit, Montgomery County, Illinois.

T8N-R4W

The West Half of the Northwest Quarter of the Southwest Quarter of Section Five (5), containing 20 acres, more or less; AND

150.83

The Southwest Quarter of the Southwest Quarter of said Section Five (5), excepting .47 of an acre in the Northeast corner thereof described as follows: Beginning at the Northeast corner of said last-named Quarter Quarter Section; and running thence West 10 rods; thence South 3 rods; thence Southeasterly along the road to a point on the East line of said Quarter Quarter Section 12 rods South of the place of beginning; and thence North to the place of beginning; containing, exclusive of said excepted part, 39.53 acres, more or less; AND

PROPERTY DESCRIPTION (Montgomery County, Illinois)

**Gross Acres
M/L**

The East Thirty-five (35) rods and Fourteen (14) links of the South Forty-five (45) rods of the Northeast Quarter of the Southeast Quarter of Section Six (6), containing 10 acres, more or less; AND

Part of the Northeast Quarter of the Southeast Quarter of said Section Six (6), described as follows: Beginning at a point 8 chains and 61 links South of the Southeast corner of the Northeast Quarter of said Section Six (6), and running thence West 35 rods; thence North 12 rods; thence Southeast to the place of beginning, containing 1.31 acres, more or less; AND

The Southeast Quarter of the Southeast Quarter of said Section Six (6); AND

The Northeast Quarter of the Northeast Quarter of Section Seven (7);

All of the above described property being situated in Sections 5, 6 and 7, Township 8 North, Range 4 West of the Third Principal Meridian.

T8N-R5W	Sec. 1: Part of NENE beginning at point of intersection of E Section Line & S Line of Public ROW of Rte 16, S along E Section line 370 ft., W 170 ft., N 370 ft. to S Line of said ROW, E along said S line of ROW 170 ft. to beginning.	1.50
T8N-R5W	Sec. 1: Part of E 9-1/2 acres of SENW S of centerline of public highway or roadway.	5.50
T8N-R5W	Sec. 13: S 10 Acres of SWSW	10.00
T8N-R4W	That part of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section Six (6), Township Eight (8) North, Range Four (4) West of the Third Principal Meridian which lies North of the former right-of-way of the Illinois Traction System; EXCEPTING the West Eight (8) Acres thereof which were conveyed by quitclaim deed recorded in Deed Record 170, Page 486, in the Recorder's Office of Montgomery County, Illinois.	19.50
T8N-R4W	Sec. 3: The W 327-1/2 ft. of E 851-1/2 ft. of N/2SWSE except part lying N & W of center of public Hwy which crosses NW corner.	5.00
T8N-R4W	That part of the North One-fourth (N-1/4) of the Northeast Quarter (NE-1/4) of the Northwest Quarter (NW-1/4) of Section Five (5), Township Eight (8) North, Range Four (4) West of the Third Principal Meridian, described as follows, to-wit: Beginning at a point forty (40) feet South of the Northeast Corner of said Northwest Quarter (NW-1/4) of said Section Five (5) and on the South right-of-way line of State Aid Route No. 16 (as South right-of-way line was located in 1952); thence South three hundred thirty-five (335) feet; thence West along the existing fence line a distance of five hundred seventy-eight (578) feet; thence North three hundred forty-seven and five-tenths (347.5) feet to the South right-of-way line of said State Aid Route No. 16 (as said South right-of-way line was located in 1952); and thence East along said right-of-way line and parallel to the North line of said Section Five (5), a distance of five hundred seventy-eight (578) feet to the place of beginning;	4.40

EXCEPTING from all of the above-described property that part thereof containing .66 acre that was taken by the State of Illinois by eminent

PROPERTY DESCRIPTION (Montgomery County, Illinois)	Gross Acres M/L
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domain proceeding by order entered October 2, 1967 in Case No. 67-46 in the Circuit Court of the Fourth Judicial Circuit, Montgomery County, Illinois.

T8N-R4W	That part of the Northeast Quarter (NE-1/4) of the Northwest Quarter (NW-1/4) of Section Five (5), Township Eight (8) North, Range Four (4) West of the Third Principal Meridian, described as follows: Beginning at a point forty (40) feet South (S) of the Northeast (NE) corner of said Northwest Quarter (NW-1/4) of said Section Five (5) and on the South (S) right-of-way line of State Aid Route No. 16, thence South (S) Three Hundred Thirty-five (335) feet; thence West (W) along the existing fence line Three Hundred Sixty (360) feet; thence Northeasterly (NEerly) to an iron post Two Hundred Fifty-six (256) feet West (W) of the place of beginning, on the South (S) right-of-way line of said State Aid Route No. 16; and thence East (E) along said right-of-way line and parallel to the North (N) line of said Section Five (5), Two Hundred Fifty-six (256) feet to the place of beginning.	2.40
	EXCEPTING: Parcel 82 as described in Case No. 67-46 of the records of the Circuit Court of Montgomery County, Illinois, which was taken in fee simple through Eminent Domain by the Department of Public Works and Buildings of the State of Illinois and recorded in the Montgomery County, Illinois, Recorder's Office in Plat Book 3 at Page 14.	
T8N-R5W	Sec. 23: S/2SE Sec. 24: SWSW	120.00
T7N-R4W	Sec. 19: S/2SWSW	20.00
T8N-R5W	The West two (2) acres of the following-described real estate: The West six and one-half (6-1/2) acres of thirteen (13) acres off of the North side of the Northeast Quarter (NE-1/4) of the Northeast Quarter (NE-1/4) of Section One (1) and that part of the East six and one-half (6-1/2) acres of the North thirteen (13) acres of the Northeast Quarter (NE-1/4) of the Northeast Quarter (NE-1/4) of Section One (1) lying West of the creek, all in Township Eight (8) North, Range Five (5) West of the Third Principal Meridian.	2.00
	EXCEPTING from said real estate that part thereof that was conveyed by Melvin Brown and Ruth Brown, husband and wife, to the State of Illinois by Warranty Deed dated December 8, 1966, and recorded March 8, 1967, in the Office of the Recorder of Deeds of Montgomery County, Illinois, in Deed Record 259, page 387.	
T8N-R4W	Part of the East Half (E1/2) of Section Six (6), Township Eight (8) North, Range Four (4) West of the Third Principal Meridian, described as follows: Commencing at a point 1,109.65 feet East of the Northwest Corner of the East Half of said Section and thence South 3 degrees 03 minutes East 1,675.00 feet to the point of beginning in the center of the public road, thence East 1,473.25 feet to the East line of said Section, thence South along said East line 1,712.50 feet, thence North 71 degrees 04 minutes, 31 seconds West approximately 610.50 feet to the center of the public road, thence in general northwesterly direction along the center line of the public road to the place of beginning.	40.00
T9N-R4W	Sec. 32: W/2NE, E/2NW	160.00

PROPERTY DESCRIPTION (Montgomery County, Illinois)		Gross Acres M/L
T8N-R4W	Sec. 3: SWSW Sec. 4: SESE	80.00
T7N-R4W	Tract 7: Sec. 19: SESE, NENE; Tract 8: Sec. 20: S 60 AC of W/2SW	600.00
T8N-R4W	Tract 2: Sec. 4: NENW; Tract 3: Sec. 7: NWNE	
T8N-R5W	Tract 4: Sec. 13: NESW, SESW; Sec. 24: N/2NW Tract 5: Sec. 13: SWSW; Tract 6: Sec. 24: W/2SWNE	
T9N-R4W	Tract 1: Sec. 32: W/2NE, E/2NW	
T8N-R4W	Sec. 7: NWNE except beginning at a point on W ROW line of Township Rd 431 ft. S of NE corner, W 150 ft., S 290.5 ft., E 150 ft. N 290.5 ft. to beginning.	39.00
T9N-R3W	Sec. 25: W/2SE	80.00
T7N-R5W	<u>Tract 1:</u> The East (E) Sixty (60) acres of the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Thirteen (13);	267.00
	<u>Tract 2:</u> That part of the East Half (E1/2) of the Southwest Quarter (SW1/4) of said Section Thirteen (13) described as follows: Beginning at the Southwest (SW) corner of said Half Quarter Section and running thence North (N) One Hundred Sixty (160) rods; thence Southeasterly (SEerly) to a point Thirty-one (31) rods South (S) of the Northeast (NE) corner of said Half Quarter Section; thence South (S) One Hundred Twenty-nine (129) rods to the Southeast (SE) corner of said Half Quarter Section; and thence West (W) Eighty (80) rods to the place of beginning;	
	<u>Tract 3:</u> The Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section Thirteen (13);	
	<u>Tract 4:</u> That part of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section Thirteen (13) bounded as follows: Beginning at the Southwest (SW) corner of said Quarter Quarter Section and running thence East (E) about Thirty (30) rods to a branch; thence Northwesterly (NWerly) along said branch to the West (W) line of said Quarter Quarter Section; and thence South (S) to the place of beginning, containing Three (3) acres, more or less;	
	<u>Tract 5:</u> The North Half (N1/2) of the Northwest Quarter (NW1/4) of Section Twenty-four (24);	
	<u>Tract 6:</u> The Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section Twenty-four (24);	
	All of the above described tracts of real estate being in Township Seven (7) North, Range Five (5) West of the Third Principal Meridian.	

PROPERTY DESCRIPTION (Montgomery County, Illinois)		Gross Acres M/L
T8N-R4W	Sec. 4: SESW, 1 acre in a strip of land 2 rods wide off W side of the W/2 of the SWSE.	41.00
T7N-R4W	Sec. 17: NESW less the S 2 acres	38.00
T8N-R4W	Sec. 30: Part of SWSENE beginning at SW corner, Run N 9 Ch, E 5 Ch 55 links, S 9 Ch to S line, W along S line 5 Ch, 55 links to beginning.	5.00
T9N-R4W	Sec. 32: NENE Sec. 33: NWNW	80.00
T7N-R4W	Sec. 19: Tract 1: SESE, NENE Sec. 20: Tract 2: S 60 Acres of W/2SW	140.00
T7N-R3W	The West Half (W1/2) of the Fractional Northwest Quarter (Frdl NW1/4) of Section Six (6), Township Seven (7) North, Range Three (3) West of the Third Principal Meridian, containing Sixty-six and Fifty Hundredths (66.50) acres, more or less; and	176.50
T7N-R4W	The East Half (E1/2) of the Northeast Quarter (NE1/4) of Section One (1), Township Seven (7) North, Range Four (4) West of the Third Principal Meridian; and The North (N) Thirty (30) acres of the East Half (E1/2) of the Southeast Quarter (SE1/4) of Section One (1), Township Seven (7) North, Range Four (4) West of the Third Principal Meridian.	
T7N-R5W	Sec. 11: SESE, 4 acres off of S Side of NESE Sec. 12: SWSW	84.00
T8N-R5W	Sec. 1: Part of W/2NW beginning at SW corner, N 92-3/4 Rods, E 80 rods to E Line, N 92-3/4 rods, W 80 Rods to section line between sections 1 & 2, S along section line 92-3/4 rods to beginning, except W 25 acres.	20.00
T8N-R4W	Sec. 7: S 10 Ac of N 20 AC of W/2NW	10.00
T9N-R4W	The North part of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section Twenty-seven (27), described as follows, to-wit: Beginning at the Northwest corner of the Southwest Quarter of said Section Twenty-seven (27) and running thence South Ten (10) rods; thence East Eighty (80) rods; thence North Ten (10) rods; thence West Eighty (80) rods to the place of beginning; also all of the Northwest Quarter (NW1/4) of Section Twenty-seven (27), EXCEPTING Five (5) acres off of the Northeast corner heretofore deeded to Blooming Grove Cemetery Association by Samuel Berry and wife, by Warranty Deed dated March 26, 1866, and recorded April 16, 1866, in the Recorder's Office of Montgomery County, Illinois, in Deed Record 11, page 1; also EXCEPTING Twenty-two (22) and a fraction acres heretofore deeded to Christian Faeller of St. Louis, Missouri by George W. Brown and wife off of the Northwest corner of said Quarter Section by the following deeds recorded in the Recorder's Office of Montgomery County, Illinois: Warranty Deed dated and recorded September 20, 1898, in Deed Record 74, page 267; Warranty Deed dated August 9, 1899, and recorded August 10, 1899, in Deed Record 76, page 357; and Warranty Deed dated August 1, 1900, and recorded August 3, 1900, in Deed Record 77, page 584.	138.00

PROPERTY DESCRIPTION (Montgomery County, Illinois)		Gross Acres M/L
	All of the above-described real estate being in Township Nine (9) North, Range Four (4) West of the Third Principal Meridian.	
T8N-R5W	Sec. 11: N/2NENE	20.00
T8N-R4W	That part of the Northeast Quarter (NE1/4) and that part of the Southeast Quarter (SE1/4) of Section Sixteen (16), Township Eight (8) North, Range Four (4) West of the Third Principal Meridian, bounded as follows: Beginning at the Southwest corner of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of said Section; thence East Eighty (80) rods; thence North Ten (10) rods; thence East Forty-five (45) rods; thence North One Hundred Nine (109) rods to the center of the St. Louis Road; thence South Seventy-five (75) degrees Thirty (30) minutes West to a rock at the crossroad; thence North Nine (9) degrees West Seventy-nine (79) rods; thence West Sixty-eight (68) rods to the centerline of said Section; and thence South One Hundred Ninety-four (194) rods to the place of beginning, containing One Hundred Twenty-four and Fifty-six Hundredths (124.56) acres, more or less.	125.00
T7N-R4W	Sec. 6: W/2SW	83.86
T8N-R4W	<u>PARCEL 1:</u> All coal and other minerals mixed with coal underlying the surface of the following described real estate: The Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) and the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4); EXCEPTING from said Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) a tract described as follows: Beginning at the Northwest corner of the Southeast Quarter of the Northeast Quarter running thence East parallel with the public road 355 feet; thence South 613-1/2 feet; thence West 355 feet; thence North 613-1/2 feet to the place of beginning, containing 5 acres, more or less; All of said Parcel 1 being in Section 7, Township 8 North, Range 4 West of the Third Principal Meridian. Subject to the life estate of Kathleen B. Youell as to an undivided one-quarter interest in said Parcel 1.	115.00
	<u>PARCEL 2:</u> All coal and other minerals mixed with coal underlying the surface of the following described real estate: The South Half (S1/2) of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) in Section Eight (8), Township Eight (8) North, Range Four (4) West of the Third Principal Meridian;	
	<u>PARCEL 3:</u> An undivided one-half interest in and to all coal and other minerals mixed with coal underlying the surface of the following described real estate: The North Half (N1/2) of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) in Section Eight (8), Township Eight (8) North, Range Four (4) West of the Third Principal Meridian.	

PROPERTY DESCRIPTION (Montgomery County, Illinois)

**Gross Acres
M/L**

T8N-R4W PARCEL 1: 155.00

The West Half of the Southwest Quarter of Section 30;

The West 3-1/2 acres of even width of the Northeast Quarter of the Southwest Quarter of Section 30;

A part of the Northwest Quarter of the Northwest Quarter of Section 31 described as follows: Beginning at the Northwest corner of said Section 31 and running thence East 68 rods; thence South 15 degrees East 30 rods; thence South 44 degrees West 28 rods; thence South 27 degrees West 30 rods; thence South 88 degrees West 27 rods; and thence North 58 rods to the place of beginning;

All of PARCEL 1 begin situated in Township 8 North, Range 4 West of the Third Principal Meridian.

T8N-R5W PARCEL 2:

The South 9 acres of even width of the Northeast Quarter of the Southeast Quarter of Section 25;

The East Half of the Southeast Quarter of the Southeast Quarter of Section 25; and

A part of the Northeast Quarter of the Northeast Quarter of Section 36 described as follows: Beginning at the Northeast corner of said Northeast Quarter of the Northeast Quarter of said Section 36 and running thence West 30 rods; thence South 80 rods; thence East 30 rods; and thence North 80 rods to the place of beginning.

All of PARCEL 2 being situated in Township 8 North, Range 5 West of the Third Principal Meridian.

T7N-R5W Sec. 1: SWNE, SENW, N/2NESW 90.00

T7N-R4W Sec. 6: NWNE, NENW 285.00
Sec. 17: W/2SW

T8N-R4W Sec. 31: SESW, W/2SE

T7N-R4W Sec. 18: E/2SW, W/2W/2SE 211.00
Sec. 19: N 45 AC of E/2NW
N 45 AC of W/2NE

T8N-R4W Sec. 9: S 25 AC of SWSW Less beginning at NW Corner of said 25 AC 20.00
Tract, S 400 ft., E 544.5 ft., N 400 ft., W 544.5 ft. to beginning.

T7N-R5W Sec. 14: N/2NE, N/2SWNE 100.00

T8N-R5W Sec. 25: N 62 Rods of NESE 31.00

T7N-R5W Sec. 14: SENE 40.00

T8N-R4W That part of the East Half of the Southwest Quarter of Section 2, 56.93
described as follows:

Beginning at a point 892 feet North of and 577.5 feet West of the Southeast corner of said Half Quarter Section, running thence West

PROPERTY DESCRIPTION (Montgomery County, Illinois)	Gross Acres M/L
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742.5 feet to the West line of said Half Quarter Section, thence South along the West line 792 feet, thence East 742.5 feet (or 45 rods), and thence North 792 feet to the place of beginning; also

That part of the East Half of the Southwest Quarter of Section 2, which lies South and West of Illinois State Routes 16 and 127, as the same were located on May 11, 1946, excepting the South 892 feet thereof, all in Township 8 North, Range 4 West of the Third Principal Meridian, situated in Montgomery County, Illinois.

T8N-R4W	The West Half of the Southwest Quarter of Section 2, excepting a strip of land 100 feet wide off of the South side thereof, the Northeast Quarter of the Southeast Quarter of Section 3; and the East 25 acres of the Southeast Quarter of the Southeast Quarter of Section 3, excepting a strip of land 100 feet wide off the South side thereof, all in Township 8 North, Range 4 West of the Third Principal Meridian, situated in Montgomery County, Illinois, also excepting therefrom; That part of the Southeast Quarter of Section 3, Township 8 North, Range 4 West of the Third Principal Meridian, bounded as follows to-wit: Commencing at a point 30 feet North of a rock at the Northwest corner of the East 25 acres of the Southeast Quarter of the Southeast Quarter of said Section 3, thence East 12 rods, thence South 66 rods, thence West 12 rods, thence North 66 rods to the place of beginning.	135.12
T8N-R4W	Sec. 3: Part of SE, commencing at a point 30 ft. N of a rock at the NW corner of E 25 acres of SESE, E 12 rods, S 66 rods, W 12 rods, N 66 rods to place of beginning.	4.95
T8N-R2W	Sec. 31: The South half of the Southwest Quarter of the Southwest Quarter.	20.00
T7N-R3W	Sec. 15: The South 30 acres of the Northwest Quarter of the Northeast Quarter; the North Half of the Southwest Quarter of the Northeast Quarter, the East 5 acres of the South Half of the Southwest Quarter of the Northeast Quarter; and the Northwest Quarter of the Southeast Quarter. Sec. 22: The East 24 acres of the Southeast Quarter of the Southwest Quarter; the Southwest Quarter of the Southeast Quarter; and the East 16 feet of the Northwest Quarter of the Southeast Quarter.	237.56
T8N-R3W	In Township 8 North, Range 3 West of the Third Principal Meridian. Section 35: Part of the South Half of the Southeast Quarter described as: The East part of the Southeast Quarter of the Southeast Quarter commencing at the Southeast corner of Lot 6 in Buntons Addition to the Village of Coffeen, running thence South parallel with Main Street on the Hillsboro and Vandalia Road 1483 feet to the place of beginning, and thence North 1240 feet to the North line of said quarter quarter section, thence East 609 feet to the Section line, thence South along the Section line 1320 feet to the Section corner, thence West on Section line 521-1/2 feet, thence Northwest 104 feet to the place of beginning, containing 18.20 acres; also, part of the South Half of the Southeast Quarter of Section 35 beginning 200 feet Southeast from the Southeast corner of Lot 6 in Buntons Addition to Coffeen, thence running North 634 feet 33-1/2 degrees East; thence East 332-1/2 feet; thence South	

PROPERTY DESCRIPTION (Montgomery County, Illinois) **Gross Acres
M/L**

1004 feet; thence Northwesterly 825 feet along the Vandalia Road to the place of beginning; and, also, Part of the Southeast Quarter of the Southeast Quarter of Section 35, commencing at the South corner of Lot 6 in Buntons Addition to the Village of Coffeen, running thence parallel with the North line of the Vandalia and Hillsboro Road southeasterly 1025 feet to the place of beginning, thence North 1004 feet, thence East 386-1/2 feet, thence South 1240 feet, thence Northwesterly 458 feet to the place of beginning, being 10 acres, more or less.

Section 36: The Southwest Quarter of the Southwest Quarter

T7N-R3W	Sec. 22: S/2SENW, NWSE less E 16 ft., SWNE less a tract 25-1/2 square rods in SW corner (containing 4 acres used for cemetery and church purposes), S 10 acres of NWNE.	106.00
T7N-R3W	Sec. 22: A 4 acre tract 25-1/2 rods square in SW corner of SWNE	4.00
T7N-R4W	Sec. 18: W/2SW	160.00
T7N-R5W	Sec. 13: E/2SE	160.00
T7N-R4W	Sec. 6: W/2SW	83.86
T7N-R5W	Sec. 24: N/2SE, S/2NW, SWNE, S/2NWNE, NENWNE, NESW, 5 ac. off E side of NWSW, N 15 ac. off NWSW, E 15 ac of SWSW, SESW, SWSE, SESE Less 250 Ft. off E side. Sec. 25: N/2NWNE	440.00
T7N-R4W	<u>Tract 1:</u> All coal and other minerals mixed with coal underlying the surface of the following described real estate:	137.00

The West Half (W1/2) of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4);

That part of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) described as follows: Beginning at a point Sixteen (16) rods West (W) of the Northeast (NE) corner of said Quarter Quarter Section; thence West (W) Sixty-four (64) rods; thence South (S) Eighty (80) rods; thence East (E) Eighty (80) rods; thence North Forty-six (46) rods; thence West (W) Sixteen (16) rods; and thence North Thirty-four (34) rods to the place of beginning of beginning; and

The Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4);

All in Section Twenty (20), Township Seven (7) North, Range Four (4) West of the Third Principal Meridian;

Tract 2:
An undivided two-thirds interest in and to all coal and other minerals mixed with coal underlying the surface of the following described real estate:

The West Half (W1/2) of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Seventeen (17);

PROPERTY DESCRIPTION (Montgomery County, Illinois)

Gross Acres
M/L

The Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section Twenty (20); and

The Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section Twenty (20), EXCEPT Two (2) acres in the Northwest (NW) corner thereof conveyed to the Trustees of Schools by Deed recorded in Deed Record 49, Page 92, in the Recorder's Office of Montgomery County, Illinois.

All in Township Seven (7) North, Range Four (4) West of the Third Principal Meridian;

Tract 3:

All coal and other minerals mixed with coal underlying the surface of the following described real estate:

Two (2) acres in the Northwest (NW) corner of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section Twenty (20), Township Seven (7) North, Range Four (4) West of the Third Principal Meridian conveyed to Trustees of Schools by Deed recorded in Deed Record 49, Page 92, described as: Beginning at the Northwest (NW) corner of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of said Section Twenty (20); running thence South (S) Twenty-six (26) rods; thence East (E) Twelve (12) rods Five and One-thirteenth (5-1/13) feet; thence North (N) Twenty-six (26) rods; and thence West (W) Twelve (12) rods and Five and One-thirteenth (5-1/13) feet to the place of beginning.

T7N-R4W	Sec. 19: N/2SWNW	20.35
T7N-R4W	Sec. 19: SESWNW	10.00
T8N-R4W	<u>Tract 1:</u>	62.50

An undivided one-half interest in and to all coal and other minerals mixed with coal underlying the surface of the following described real estate:

Part of the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Seven (7), Township Eight (8) North, Range Four (4) West of the Third Principal Meridian described as follows:

Beginning at a point Forty (40) rods North (N) of the Southwest (SW) corner of the West Half (W1/2) of the said Quarter Section, running thence East (E) Sixty (60) rods; thence North (N) Twenty-six and Two-thirds (26-2/3) rods; thence West (W) Sixty (60) rods; and thence South (S) Twenty-six and Two-thirds (26-2/3) rods to the place of beginning, containing Ten (10) acres, more or less;

Tract 2:

An undivided one-half interest in and to all coal and other minerals mixed with coal underlying the surface of the following described real estate:

Part of the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Seven (7), Township Eight (8) North, Range Four (4) West of the Third Principal Meridian described as follows:

Beginning at the Northwest (NW) corner of said Quarter Section, running thence East (E) Seventeen and One-fourth (17-1/4) rods; thence

PROPERTY DESCRIPTION (Montgomery County, Illinois)**Gross Acres
M/L**

South (S) Ninety-nine (99) rods; thence West (W) Seventeen and One-fourth (17-1/4) rods; and thence North (N) Ninety-nine (99) rods to the place of beginning, containing Twelve and Eighty-two Hundredths (12.82) acres, more or less;

Tract 3:

An undivided one-half interest in and to all coal and other minerals mixed with coal underlying the surface of the following described real estate:

Part of the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Seven (7), Township Eight (8) North, Range Four (4) West of the Third Principal Meridian described as follows:

Beginning at the Northeast (NE) corner of the West Half (W1/2) of said Quarter Section, running thence South (S) One Hundred Twenty (120) rods; thence West (W) Thirty-seven and One-half (37-1/2) rods; thence North (N) One Hundred Twenty (120) rods; and thence East (E) Thirty-seven and One-half (37-1/2) rods to the place of beginning;

EXCEPTING from Tract 3 the following described real estate:

Commencing at the Northeast corner of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section 7, Township 8 North, Range 4 West of the Third Principal Meridian in Montgomery County, Illinois, said point being on the centerline of the Township Road; thence Southerly along the center of said Township Road 174.24 feet; thence West 250 feet; thence North parallel with the centerline of the Township Road 174.24 feet; thence Easterly along the North line of the Southwest Quarter (SW1/4) of Section 7, 250 feet to the point of beginning, containing one acre, more or less;

Tract 4:

All coal and other minerals mixed with coal underlying the surface of the following described real estate:

Part of the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Seven (7), Township Eight (8) North, Range Four (4) West of the Third Principal Meridian described as follows:


Fifteen (15) acres of land lying West (W) of the land sold by Elias W. Miller to Zimmerman and North (N) of the land sold to Boles, the said Fifteen (15) acres being timber land and being in Section Seven (7), Township Eight (8) North, Range Four (4) West of the Third Principal Meridian, and being the same land sold by the said Miller to William Sewing by deed dated May 24, 1866, and duly recorded in the Recorder's Office of said County on November 19, 1866 in Book 11 of Deeds, Page 386, said land being later deeded by the said William Sewing to Henry Sewing by deed dated January 12, 1868, and recorded in the Recorder's Office of Montgomery County, on May 11, 1868, in Book 15, Page 469, said land lying in the Southwest Quarter (SW1/4) of Section Seven (7), Township Eight (8) North, Range Four (4) West of the Third Principal Meridian, containing in all Fifteen (15) acres, more or less.

T8N-R4W

Sec. 7: Beginning at NE corner of NWSW on centerline of Twp. road, Southerly along center road 174.24 ft., W 250 ft., N parallel with

1.00

PROPERTY DESCRIPTION (Montgomery County, Illinois)		Gross Acres M/L
	centerline of road 174.24 ft., Easterly along N line of SW 250 ft. to beginning.	
T8N-R4W	Sec. 18: Eighteen acres off, from and across the N side NWNW	18.00
T7N-R5W	Sec. 11: SESE, 4 Acres off S side NESE Sec. 12: SWSW	84.00
T7N-R5W	All coal and other minerals mixed with coal below the depth of 125 feet underlying the East Half (E1/2) of the Northeast Quarter (NE1/4) of Section One (1), Township Seven (7) North, Range Five (5) West.	77.12
T9N-R4W	The Southeast Quarter (SE1/4) of Section Thirty (30), Township Nine (9) North, Range Four (4) West of the Third Principal Meridian; excepting therefrom the right-of-way of the Cleveland, Cincinnati, Chicago and St. Louis Railway Company.	155.00
T7N-R4W	Township 7 North, Range 4 West Section 20: SW1/4 SW1/4	628.25
T7N-R5W	Township 7 North, Range 5 West Section 23: Part of the SE1/4 bounded by a line commencing at the SW corner thereof, thence East 138 rods; thence North 11 rods; thence Southwesterly in a straight line to the place of beginning, containing 4.75 acres, more or less. Section 25: E1/2 of the E1/2; SW1/4 NW1/4 NE1/4; N1/2 SE1/4 NW1/4 Section 26: NE1/4, NW1/4 SE1/4, Except 1 square acre in the NW corner thereof, NE1/4 NW1/4, Except a part thereof bounded by a line commencing at the NW corner thereof, thence South 10 rods; thence East 8 rods; thence North 10 rods; thence West 8 rods to the place of beginning. Section 36: E1/2 NE1/4; N1/2 SE1/4, Except beginning at the NW corner of the NE1/4 SE1/4, thence South 80 rods; thence East 28-1/2 rods; thence North 25 rods; thence West 27 rods; thence North 55 rods; thence West 1-1/2 rods to the place of beginning.	
T8N-R4W	The North (N) Ten (10) Acres of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section Seven (7), Township Eight (8) North, Range Four (4) West of the Third Principal Meridian.	10.00
T8N-R4W	25 acres off the South side of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section Nine (9), Township Eight (8) North, Range Four (4) West of the Third Principal Meridian.	25.00

Municipality	LOCAL AGENCY	 Illinois Department of Transportation	CONSULTANT	Name Allen Henderson & Associates, Inc.
Township				Address 1941 South Spring Street
County Montgomery County				City Springfield
Section 01-00121-00-RS				State Illinois
		Preliminary Engineering Services Agreement For Motor Fuel Tax Funds		

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name West County Line Road
West County
Route Line Road Length ±1.4 Mi. ±7400 FT (Structure No. NA)

Termini West County Line Road from Illinois Route 108 south to the City of Barnett, a total distance of approximately 1.4 miles.

Description:

The project consists of upgrading the existing roadway to an 80,000 roadway. The work will consist of an appropriate overlay, aggregate shoulders, intersection improvement at Illinois Route 108, and other miscellaneous work.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

Note: Four copies to be submitted to District Engineer

- h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
- j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
- k. Prepare the Project Development Report when required by the DEPARTMENT.

) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.

) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.

) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.

) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.

i) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

he LA Agrees,

To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

- a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
- b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000	\$23,500 Lump Sum	(see note)
		%
		%
		%
		%
		%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

To pay for services stipulated in paragraphs xx, xx, xx, xx, xx, 1h, xx & xx of the ENGINEER AGREES at actual cost of performing such work plus 32 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph xx, xx, xx, xx, xx, 1h, xx & xx. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 100 percent of the total fee due under this AGREEMENT.

By Mutual agreement, partial payments, not to exceed 100 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 32 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 32 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and the approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of the contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

I WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:


WITNESS:
By *Shirley Leithen*
Montgomery County Clerk
(Seal)

County of Montgomery of the
(Municipality/Township/County)
State of Illinois, acting by and through its
County Board of Commissioners
By *Mike A. Howen*
Title County Board Chairman

Executed by the ENGINEER:

WITNESS:
By *Mark A. Henderson*
Title Vice President

Allen Henderson and Associates, Inc.
1941 South Spring Street
Springfield, Illinois 62704
By *Allen P. Henderson*
Title President

Local Agency	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	LOCAL AGENCY	Consultant Allen Henderson and Associates, Inc.
County Montgomery			Address 1941 South Spring Street
Section 01-00119-00-RS			City Springfield
Project No.			State Illinois
Job No.			Zip Code 62704
Contact Name/Phone/E-mail Address Ms. Amy McNeal (217) 532-6109	Contact Name/Phone/E-mail Address Mark Henderson (217) 544-8033 Torque 789@aol.com	CONSULTANT	

THIS AGREEMENT is made and entered into this _____ day of _____, _____ Between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE), will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name Mount Olive Trail (C.H. 11) Route FAS 728 Length ±5.6 mi Structure No. Not Applicable

Termini Limits of project are C.H. 11 from the railroad track in Washville west to Mount Olive in Macoupin County for a total project length of approximately 5.6 miles.

Description

The project consists of upgrading the existing roadway to an 80,000 roadway with appropriate overlay, as well as aggregate shoulders and other miscellaneous work.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 450 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:

- a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
- c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
- d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
- e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
- f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
- g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

10. Scope of Services to be provided by the ENGINEER

- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
- Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
- Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
- Design and/or approve cofferdams and superstructure shop drawings.
- Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
- Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
- Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
- Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
- Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
- Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
- Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
- Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LOCAL AGENCY AGREES,

BOOK

3 PAGE 352

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of cost plus fixed fee or specific rate. The total compensation for this shall not exceed \$ 79,823.
3. To pay the ENGINEER in the following manner:
 - a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of a DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take a necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.
3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedure for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering service herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. These indemnities shall not be limited by the listing of any insurance policy.

3. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.

3. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's or contractor's policy of maintaining a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

Executed by the LA:

Montgomery County

(Municipality/Township/County)

ATTEST:

By:

Larry Luthersen

Montgomery County

Clerk

By:

Mike A. Jones

Title:

County Board Chairman

(SEAL)

Executed by the ENGINEER:

Allen Henderson and Associates, Inc.

1941 South Spring Street

Springfield, Illinois 62704

ATTEST:

By:

Mark A. Henderson

Title:

Vice President

By:

Allen P. Henderson CW

Title:

President

Exhibit A
Preliminary Engineering

Route: E.A.S. Route 728
Local Agency: Montgomery County
Section: 01-00119-00-RS
Project:
Job No.:

* Firm's approved rates on file with
IDOT's Bureau of Accounting and
Auditing:
Payroll Burden & Fringe Rate: 100 %
Overhead and Expense Rate: 31.74 %

Cost Estimate of Consultant's Services in Dollars										
Element of Work	Employee Classification	Manhours	Payroll Rate	Payroll Costs	Payroll Burden and Fringe Costs*	Overhead and Expenses*	Profit	Total		
Surveys:	Asst. Engr.	240	\$28.30	\$6,792.00	\$6,792.00	\$2,155.78	\$2,265.13	\$18,004.91		
	Draftsman	40	\$18.40	\$736.00	\$736.00	\$233.61	\$245.46	\$1,951.06		
	Rodman	240	\$12.50	\$3,000.00	\$3,000.00	\$952.20	\$1,000.50	\$7,952.70		
Horiz./Vert. Alignments	Asst. Engr.	40	\$28.30	\$1,132.00	\$1,132.00	\$359.30	\$377.52	\$3,000.82		
	Draftsman	30	\$18.40	\$552.00	\$552.00	\$175.20	\$184.09	\$1,463.30		
Project Report	Asst. Engr.	60	\$28.30	\$1,698.00	\$1,698.00	\$538.95	\$566.28	\$4,501.23		
	Draftsman	20	\$18.40	\$368.00	\$368.00	\$116.80	\$122.73	\$975.53		
Drainage Structures	Asst. Engr.	80	\$28.30	\$2,264.00	\$2,264.00	\$718.59	\$755.04	\$6,001.64		
	Draftsman	40	\$18.40	\$736.00	\$736.00	\$233.61	\$245.46	\$1,951.06		
Drainage Analysis	Asst. Engr.	60	\$28.30	\$1,698.00	\$1,698.00	\$538.95	\$566.28	\$4,501.23		
	Draftsman	60	\$18.40	\$1,104.00	\$1,104.00	\$350.41	\$368.18	\$2,926.59		
Pavement Design/ Traffic Contr.	Asst. Engr.	40	\$28.30	\$1,132.00	\$1,132.00	\$359.30	\$377.52	\$3,000.82		
	Draftsman	30	\$18.40	\$552.00	\$552.00	\$175.20	\$184.09	\$1,463.30		
Entrance Details	Asst. Engr.	40	\$28.30	\$1,132.00	\$1,132.00	\$359.30	\$377.52	\$3,000.82		
	Draftsman	40	\$18.40	\$736.00	\$736.00	\$233.61	\$245.46	\$1,951.06		
Earthwork Quantities	Asst. Engr.	40	\$28.30	\$1,132.00	\$1,132.00	\$359.30	\$377.52	\$3,000.82		
	Draftsman	20	\$18.40	\$368.00	\$368.00	\$116.80	\$122.73	\$975.53		
Intersection Details	Asst. Engr.	40	\$28.30	\$1,132.00	\$1,132.00	\$359.30	\$377.52	\$3,000.82		
	Draftsman	40	\$18.40	\$736.00	\$736.00	\$233.61	\$245.46	\$1,951.06		
Environmental Paper Work	Asst. Engr.	40	\$28.30	\$1,132.00	\$1,132.00	\$359.30	\$377.52	\$3,000.82		
Specs, Time and Cost Est.	Asst. Engr.	48	\$28.30	\$1,358.40	\$1,358.40	\$431.16	\$453.03	\$3,600.98		
Coordination/Administration	Pr. Asst. Engr.	8	\$31.00	\$248.00	\$248.00	\$78.72	\$82.71	\$657.42		
Direct Cost: Mileage: 25 trips at 120 miles at \$.33/mile								\$990.00		
Totals		1296		\$29,738.40	\$29,738.40	\$9,438.97	\$9,917.76	\$79,823.52		

STATE OF ILLINOIS
FOURTH JUDICIAL CIRCUIT

IN THE MATTER OF THE APPOINTMENT)
OF CONFLICT PUBLIC DEFENDERS)
IN MONTGOMERY COUNTY, ILLINOIS)

ADMINISTRATIVE ORDER NO. 02-19

WHEREAS the Circuit Court has appointed Attorney Christopher B. Hantla, Attorney Stacey Hollo, Attorney Brett Batty, and the law firm of Adams & Wilson, P.C. (consisting of Attorney Elizabeth Wilson and Attorney Barbara Adams) Conflict Public Defenders in Montgomery County, Illinois, with responsibility for each as listed below; and

WHEREAS the Chief Judge has administrative authority to establish the terms and conditions under which the Conflict Public Defenders in Montgomery County, Illinois, shall perform their duties of office.

WHEREFORE, IT IS HEREBY ORDERED that the terms and conditions under which the Conflict Public Defender in Montgomery County, Illinois, shall perform their duties of office are as follows:

I. DESCRIPTION OF SERVICES

1. Montgomery County shall have a licensed attorney (hereinafter referred to as "Primary Public Defender") other than the Conflict Public Defenders named herein; the Primary Public Defender shall be responsible to assume the representation of all persons whom the Circuit Court assigned to said Primary Public Defender pursuant to the

laws of the State of Illinois, and the Conflict Public Defenders shall be assigned, pursuant to this Order and the laws of the State of Illinois, to represent only those persons who could not be represented by said Primary Public Defender by reason of conflict of interest or potential conflict of interest, unless said Conflict Public Defenders are unable to represent such person by reason of conflict of interest or potential conflict of interest.

2. The Conflict Public Defenders shall assume the legal representation of all persons duly appointed to them by the Circuit Court at the commencement of this Order, and thereafter, of any and all persons appointed to them by the Circuit Court of Montgomery County, Illinois. In the event this Order is terminated or is not extended, the Conflict Public Defenders shall have no further responsibility for persons represented by them as of the termination date of this Order, unless specifically appointed to continue representation by the Circuit Court.

3. Conflict Public Defenders shall be appointed to cases as follows:

Felony, Misdemeanor, Traffic

1. Attorney Hantla
2. Attorney Batty
3. Attorney Hollo
4. Adams & Wilson, P.C.

Juvenile, Family

1. Adams & Wilson, P.C.
2. Attorney Hollo
3. Attorney Batty
4. Attorney Hantla

II. TERM AND TERMINATION

1. The term of this Order shall be from January 7, 2003, to November 30, 2003. It is further provided that this Order shall be subject to termination upon cancellation of the appointment by the Chief Judge of the Fourth Judicial Circuit with or without cause. Upon termination or cancellation, all rights and duties of the Conflict Public Defenders and of Montgomery County under this Order shall cease to exist.

2. The Conflict Public Defenders must apply for reappointment as Conflict Public Defenders to the Chief Judge of the Fourth Judicial Circuit and to the Montgomery County Resident Circuit Judge at least 90 days prior to the termination of this Order. In the event the Conflict Public Defenders are reappointed as Conflict Public Defenders by the Chief Judge, such renewal shall be for a period of one year.

III. COMPENSATION AND EXPENSES

1. The Conflict Public Defenders shall be paid by Montgomery County for services rendered under this Order at the rate of \$60.00 per hour. The Conflict Public Defenders shall provide to Montgomery County a monthly statement as to each case for which services are rendered showing work performed and hours expended.
2. In the event a Conflict Public Defender qualifies to represent a defendant in a capital murder case, the Conflict Public Defender may collect at the hourly rate approved and paid by the Capital Litigation Trust Fund. If the Capital Litigation Trust Fund does not pay the Conflict Public Defender, such attorney is limited to \$60.00 per hour from the county.
3. In the event the Conflict Public Defenders deem it necessary to employ the services of a private investigator, licensed physician, psychologist, psychiatrist, or other expert witness during the course of representation of persons pursuant to this Order, the Conflict Public Defenders must first apply to the Circuit Court for approval of such employment by written Motion in said case with copy to the State and can employ such persons only after judicial approval is obtained. After such approval is obtained, the Conflict Public Defenders shall not be liable for payment of such services or expenses related directly thereto, but payment, pursuant to submission of a proper bill, voucher and Order of the Circuit Court, shall be made by Montgomery County.
4. Montgomery County shall assume all witness fees, Sheriff's Department service of process fees and costs, summons and subpoena costs, and all other similarly related costs incurred in representing persons under this Order in a manner similar to that provided to the Office of the Primary Public Defender.
5. In the event that it becomes necessary for the Conflict Public Defenders to travel outside Montgomery County in representation of a person under this Order, then Montgomery County shall pay round trip mileage to and from Hillsboro, Illinois, at the rate of \$0.36 per mile. The Conflict Public Defenders shall keep written logs of miles actually traveled and submit them with the monthly case statement. This shall apply to miles driven by automobile and shall not apply to or authorize travel by train, bus or airplane.
6. Additional office expenses such as photocopying, long distance telephone expense, postage, stationery and like expenses shall not be separately billed or paid, and these expenses are assumed by the Conflict Public Defenders as part of the \$60.00 per hour fee as ordinary overhead. Any other extraordinary expense not contemplated or specifically mentioned in paragraph 2, paragraph 3, paragraph 4, paragraph 5 of Section III shall be made the subject of prior judicial approval by Motion on a case-by-case basis as described in paragraph 3.

IV. RELATIONSHIP OF THE PARTIES

1. The relationship as created by this Order is one of independent contractor. The Conflict Public Defenders are not employees of the Chief Judge or Montgomery County and are not entitled to benefits provided by Montgomery County to its employees, including, but not limited to any group insurance and pension plan. Services provided pursuant to the terms of this Order shall be performed at such location or locations as determined by the Conflict Public Defenders, who shall be solely responsible for all matters relating to income or withholding taxes, and workers' compensation or other insurance. Except as herein provided, the Conflict Public Defenders shall have sole control of the manner and means of performing this Order, and shall complete it according to their means and methods of work. The Conflict Public Defenders shall direct the performance of all employees and subcontractors engaged in their offices.

2. The Conflict Public Defenders shall have the right to maintain a private legal practice including the defense of criminal defendants who do not qualify for representation by the Montgomery County Primary Public Defender. The Conflict Public Defenders shall not accept the representation of any person in their private practice when such representation would constitute a conflict of interest with their duties as Conflict Public Defenders.

V. OUTSIDE SERVICES

1. This Order and payment hereunder does not encompass appointments by the Court for representation of defendants remanded to the Illinois Department of Corrections or to a similar correctional institution for the purpose of proceedings of the following nature:

- i. Pursuit of appeals beyond the perfection of appeal by preparation and filing of Notice of Appeal, Docketing Statement, and related notices.
- ii. Pursuit of any federal remedy of a post-conviction or civil rights nature, including mandamus actions.

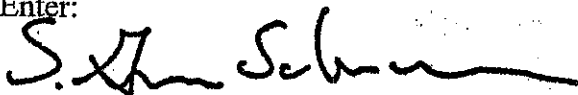
2. This Order and payment hereunder does not encompass appointments by the Court to represent any person on any case on appeal, in the Appellate or Supreme Court in any phase of similar or related proceedings. If the State Appellate Defender's Office refuses to provide services to a person represented by the Conflict Public Defenders in the Circuit Court, then the Conflict Public Defenders shall not be responsible for performing any appellate work under this Order.

VI. ADDITIONAL TERMS AND CONDITIONS

1. The Conflict Public Defenders shall be responsible for obtaining a professional liability insurance in the amount not less than \$100,000.00 and they shall furnish to the Chief Judge and Montgomery County evidence of such insurance.
2. In the event the Conflict Public Defenders fail to maintain such professional liability insurance, the Chief Judge may elect to treat such failure as a violation of this Order.
3. The Conflict Public Defenders understand and hereby expressly assume the risk inherent in and created by the necessity of entering into and being upon the premises of the Montgomery County Jail in fulfilling certain duties created by this Order, as well as any potential danger to personal safety involved in representing any persons prone to violent behavior; however, Montgomery County or its agent shall forewarn them as to persons they come into contact with when their violent nature or behavior is actually known to Montgomery County or its agents.

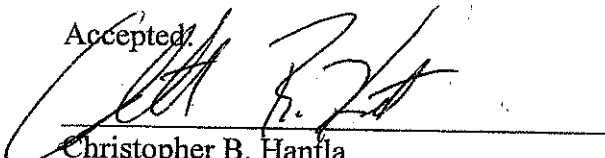
Dated: 1-17-03

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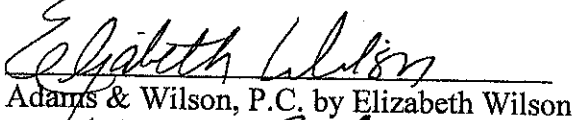


Chief Judge, Fourth Judicial Circuit

Accepted:



Christopher B. Hantla



Adams & Wilson, P.C. by Elizabeth Wilson



Brett Batty


Stacey Hollo



Michael Havera, Chairman
Montgomery County Board,
Montgomery County, Illinois

POLLING PLACES - MONTGOMERY COUNTY

- * Audubon White Settlement Center(Corner of Oconee Av./ Ohlman Rd)
- * Bois D' Arc Village Hall, Farmersville
- * Butler Grove Village Hall, Butler
- * East Fork 1 East Fork Township Community Building, Coffeen
- * East Fork 2 Donnellson School,(East Entrance),Donnellson (eff. 1/14/03)
- * East Fork 3 Village Hall, Schram City
- * East Fork 4 Fire Station, Coffeen
- * Fillmore Town Hall, Fillmore
- * Grisham 1 Panama Town Hall, Panama
- * Grisham 2 Donnellson School, (East Entrance), Donnellson
- * Harvel Village Hall, Harvel
- * Hillsboro 1 United Methodist Church 537 Rountree - N. Ent. Prk. Lot
- * Hillsboro 2 United Methodist Church 537 Rountree - N. Ent. Prk. Lot
- * Hillsboro 3 St. Agnes Confraternity Bldg.-Tremont-Hillsboro
- * Hillsboro 4 Challacombe House, Front Ent. 509 School St.,Hillsboro
- * Hillsboro 5 Hillsboro Unit School Admin. Bld. Vandalia Rd.,Hillsboro
- * Hillsboro 6 Hillsboro Township Building, Rt. 127, Hillsboro
- * Irving Irving Century House, Irving
- * Nokomis 1 Village Hall, Coalton
- * Nokomis 2 Memorial Park House, Nokomis
- * Nokomis 3 American Legion Hall, Nokomis
- * Nokomis 4 Memorial Park House, Nokomis
- * Nokomis 5 K. of C. Hall, Nokomis
- * North Litchfield 1 Litchfield High School, State Street, Litchfield
- * North Litchfield 2 Mont. County Housing Authority Bldg., Litchfield
- * North Litchfield 3 Madison Park School, Chestnut St. Litchfield
- * North Litchfield 4 Town Hall, West Kirkham, Litchfield
- * North Litchfield 5 City Hall, East Ryder, Litchfield
- * North Litchfield 6 Care Inn Convalescent Center, 1285 E. Union, Litchfield
- * Pitman Town Hall, Waggoner
- * Raymond Town Hall, Raymond
- * Rountree Town Hall, (Raymond/Nokomis Blacktop)
- * So. Fillmore Town Hall, Vanburensburg
- * So. Litchfield 1 Litchfield Comm. Bldg., So. State, Litchfield
- * So. Litchfield 2 Holy Family Parish Center, 211 E Columbia , Lfd.
- * So. Litchfield 3 Town Hall, So. State, Litchfield
- * So. Litchfield 4 S. Lfd #4 Polling Place, 1020 E. Water, Lfd.
- * Walshville Village Hall, Walshville
- * Witt 1 Lions Bldg., West end of Broadway, (South side), Witt
- * Witt 2 Lioness Bldg. NW Cor. Broadway, & S. 6th St., Witt
- * Witt 3 Witt City Hall, 106A West Broadway, Witt
- * Zanesville Town Hall, Frontage Rd. off I-55, East Side

* = all handicapped accessible

All Polling Places approved by Montgomery County Board motion at 1/14/03 meeting.

RESOLUTION 03-01Montgomery County Board

WHEREAS, the West Central Development Council, consisting of the seven counties of Calhoun, Christian, Greene, Jersey, Macoupin, Montgomery, and Shelby was created for the purpose of comprehensive planning and development assistance and for the benefit of the citizens of the seven counties; and

WHEREAS, United States Economic Development Administration grants are available to multi-county regions to provide long-range planning and development activities to reduce unemployment and promote industrial, agricultural, tourism and other retail Economic Development activities, and

WHEREAS, the Federal Economic Development Administration requires a multi-county regional council to be designated as an Economic Development District prior to an application for federal funds for Economic Development planning grants.


NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board that Montgomery County hereby supports the application of the West Central Development Council for Economic Development comprehensive planning activities.

SIGNED this 17th day of January, 20 02.

Mike Havera
Mike Havera
Montgomery County Board Chairman

ATTEST:

Sandy Petherick
Montgomery County Clerk

Local Agency Montgomery County	 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Section BOOK 3 PAGE 363			
		01-00119-00-RS			
		Fund Type STR			
		State Contract	Day Labor	Local Contract XXX	RR Force Account

This Agreement is made and entered into between the above local agency (LA) and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the United States Federal Highway Administration hereinafter referred to as FHWA.

Location

Local Name Mt. Olive Trail, CH-11 Route FAS 728 Length NA

termini FAS 728 from Washvillw west to the county line.

Current Jurisdiction Montgomery County

Project Description

Existing Str. No. NA

for resurfacing on FAS 728 from Walshville west to the county line.



Type of Work	Division of Cost				Total
	FHWA	%	*State	LA	
Participating Construction	()	()	()	()	()
Non-Participating Construction	()	()	()	()	()
Preliminary Engineering	64,000	80%	16,000	L SUM	80,000
Construction Engineering	()	()	()	(Bal)	()
Right of Way	()	()	()	()	()
Railroads	()	()	()	()	()
Utilities	()	()	()	()	()
TOTAL	\$ 64,000		\$ 16,000		\$ 80,000

NOTE: The above costs are approximate and subject to change. The final LA share is dependent upon the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement. If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain below. The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost. Lump sum not to exceed \$16,000 of State Match.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (95% of LA Obligation) _____

METHOD B--- Monthly Payments of _____

METHOD C---LA's Share _____ divided by estimated total cost multiplied by actual progress payment.
(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		P96-208-03	RS-728(111)		

February

Agreement Provisions

THE LOCAL AGENCY AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LOCAL AGENCY agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA;
- (10) (STATE Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 95% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 95% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed; the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.

Local Agency Montgomery County	Section 01-00119-00-RS
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And certifies to the best of its knowledge and belief its officials:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
- (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
- (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.

To include the certifications, listed in item 14 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.

(STATE Contracts) That execution of this agreement constitutes the LOCAL AGENCY's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.

That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LOCAL AGENCY's certification that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The LOCAL AGENCY shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

To regulate parking and traffic in accordance with the approved project report.

To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.

To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.

THE STATE AGREES:

To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.

(STATE Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.

(Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.

(LOCAL Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:

- (a) To reimburse the LOCAL AGENCY for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LOCAL AGENCY.
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

Local Agency Montgomery County	Section 01-00119-00-RS
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IT IS MUTUALLY AGREED:

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LOCAL AGENCY, the LOCAL AGENCY shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LOCAL AGENCY shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LOCAL AGENCY's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved LOCAL AGENCY DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LOCAL AGENCY, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map #2 Prevailing Wage Rate.

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

APPROVED

Name Mike Havera

Title County Board Chairman
County Board Chairperson/Mayor/Village President/etc.

Signature Mike A. Havera

Date 2-11-03

APPROVED

State of Illinois
Department of Transportation

By _____
Director of Highways

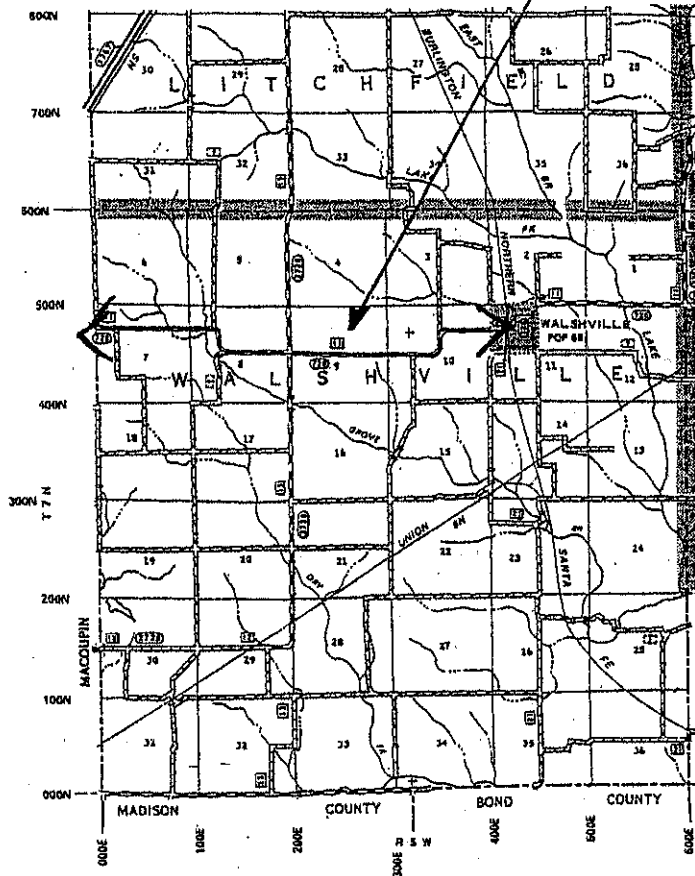
Date _____

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Local Agency Montgomery County
Section 01-00119-00-RS

LOCATION MAP

PROJECT LOCATION



MONTGOMERY COUNTY
 SECTION 01-00119-00-RS
 FAS-728, CH-11
 MT. OLIVE TRAIL
 STR FUNDS

ADDENDUM TO FEDERAL-AID AGREEMENT**PREVAILING WAGE ACT ADDENDUM NO. 2**

MONTGOMERY COUNTY
SECTION 01-00119-00-RS
PROJECT NO. RS-728(111)
JOB NO. P-96-204-03

All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement of amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

PRE-PAID VENDORS NEEDING PAYMENT PRIOR TO COUNTY BOARD DATE

ALL UTILITIES

AMEREN CIPS
ILLINOIS POWER
CONSOLIDATED COMMUNICATIONS
CITY OF HILLSBORO
USHMAN COMMUNICATIONS - ADDED 02/11/03
VERIZON WIRELESS
MJM ELECTRIC
ARCH WIRELESS
CINGULAR WIRELESS
M & M SERVICE - PROPANE SERVICE TO RECYCLING BUILDING - ADDED 02/11/03

POSTAGE

U.S. POST OFFICE
UPS
IL DEPT OF REVENUE - REVENUE STAMP REPLENISHMENT
GREAT AMERICAN LEASING - LEASE ON POSTAGE METER & SCALES - ADDED 02/11/03

COURT ORDERED EXPENSES

ATTORNEY FEES
CONDEMNATION
ESCHEATS
PETIT JURY - MILEAGE & PER DIEM

OTHER

FINAL TOUCH CLEANING
MONTGOMERY COUNTY RECORDER - MONTGOMERY CO. WATER CO. RECORDING FEES
STEWART SANITATION
LIQUOR COMMISSIONER
PROBATION FUNDS (496, 497, 498)
INHERITANCE TAX
PUBLIC BUILDING COMMISSION
CATERPILLAR FINANCIAL SERVICES - FORKLIFT RENTAL FOR RECYCLING CENTER
J.A.K.K. CONSULTING
TRANSFER AMONG COUNTY FUNDS
DELINQUENT PROPERTY MAINTENANCE FUND
OTIS ELEVATOR - ADDED 02/11/03
COUNTY BOARD MEMORIAL FUND - ADDED 02/11/03
WEST CENTRAL ILLINOIS CRIMINAL JUSTICE COUNCIL - ASSIST PROGRAM - ADDED 02/11/03
CEFS - TRANSPORTATION SERVICE TO MONTGOMERY COUNTY - ADDED 02/11/03

PAYROLL

INSURANCE
SOCIAL SECURITY
IRS-941
DEDUCTION CHECKS
REIMBURSE SALARIES
CENTRAL LABORER'S PENSION, WELFARE & ANNUITY FUNDS
RETIREE INSURANCE PLAN


DISCLAIMER

LIST MAY INCLUDE ANY UNFORESEEN EXPENSE FOR WHICH OFFICE HOLDER DETERMINES IS REQUIRED FOR DAILY COUNTY OPERATIONS AND RECEIVES VERBAL AND/OR WRITTEN APPROVAL FROM COUNTY BOARD COMMITTEE CHAIRPERSON.

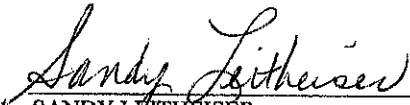
DATED FEBRUARY 11, 2003



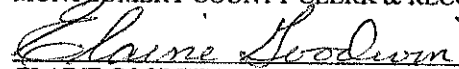
RON JENKINS
MONTGOMERY COUNTY TREASURER



DOROTHY HUNT
ASSISTANT COUNTY TREASURER



SANDY LITHEISER
MONTGOMERY COUNTY CLERK & RECORDER



ELAINE GOODWIN
ACCOUNTS PAYABLE DEPT. HEAD

AMENDED
RESOLUTION 03-01Montgomery County Board

WHEREAS, the West Central Development Council, consisting of the seven counties of Calhoun, Christian, Greene, Jersey, Macoupin, Montgomery, and Shelby was created for the purpose of comprehensive planning and development assistance and for the benefit of the citizens of the seven counties; and

WHEREAS, United States Economic Development Administration grants are available to multi-county regions to provide long-range planning and development activities to reduce unemployment and promote industrial, agricultural, tourism and other retail Economic Development activities, and

WHEREAS, the Federal Economic Development Administration requires a multi-county regional council to be designated as an Economic Development District prior to an application for federal funds for Economic Development planning grants.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board that Montgomery County hereby supports the application of the West Central Development Council for Economic Development comprehensive planning activities.

SIGNED this 11th day of Feb, 20 03.

Mike A. Havera
Mike Havera
Montgomery County Board Chairman

ATTEST: Sandy Leitherson
Montgomery County Clerk