



MOLINE CITY COUNCIL AGENDA

Tuesday, May 14, 2013

6:30 p.m.

(immediately following the Committee-of-the-Whole meeting)

City Hall

Council Chambers – 2nd Floor

619 16th Street

Moline, IL

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CONSENT AGENDA

All items under the consent agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussions of these items unless a council member so requests, in which event the item will be removed from the consent agenda and considered as the first item after approval of the consent agenda.

| COUNCIL MEMBER | PRESENT | ABSENT |
|----------------|---------|--------|
| Knaack | | |
| Parker | | |
| | | |
| Brown | | |
| Turner | | |
| Schoonmaker | | |
| Liddell | | |
| Acri | | |
| Mayor Raes | | |

APPROVAL OF MINUTES

Committee-of-the-Whole and Council meeting minutes of May 7, 2013.

SECOND READING ORDINANCES

1. Council Bill/General Ordinance 3006-2013

An Ordinance amending General Ordinance No. 88-3-2 related to the establishment of an Enterprise Zone in the City of Moline, Illinois, pursuant to an Intergovernmental Agreement with the Cities of East Moline, Silvis, Illinois, Rock Island County, Illinois and the Village of Milan, Illinois, by revising Section 3, Exhibits "A" and "B" to include new territory within the Illinois Quad Cities Enterprise Zone.

EXPLANATION: This item expands the Illinois Quad City Enterprise Zone boundaries by adding approximately 2.58 acres (.004 sq. miles) of additional territory. The project will facilitate Trimble Pointe. Trimble Pointe will consist of a new funeral home and cremation center as well as CityView, a full service reception center. The project will retain 10 full and part time employees and create up to 25 additional full and part time positions. The public hearing for the zone's expansion was Tuesday, April 23, 2013.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: State of Illinois records documents upon final approval of Enterprise Zone.

2. Council Bill/Special Ordinance 4016-2013

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the Young Life 5K Race to be held on Saturday, May 18, 2013.

EXPLANATION: This is a yearly event and has been reviewed by the Special Events Committee.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

3. Council Bill/Special Ordinance 4017-2013

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the Komen Quad Cities Race for the Cure 5K, 1.2 ML Run/Walk Special Event scheduled for Saturday, June 8, 2013.

EXPLANATION: This is a yearly event and has been reviewed by the Special Events Committee.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

RESOLUTIONS

4. Council Bill/Resolution 1069-2013

A Resolution authorizing the Mayor and City Clerk to execute an Agreement for Sale of Real Estate with Vernon A. Blankenship for property located at 6113 51st Avenue, Moline, Illinois for a purchase price of \$24,000.00; and authorizing the Mayor and City Clerk to execute a Real Estate Purchase Agreement with Thomas M. Blankenship for property located at 6115 51st Avenue, Moline, Illinois for a purchase price of \$24,000.00.

EXPLANATION: The City wishes to acquire additional property in the vicinity of Green Valley Park. 6113 and 6115 51st Avenue are located adjacent to Green Valley Park, west of the soccer fields. Staff is asking the Council to authorize the Mayor and City Clerk to enter into two separate purchase agreements. The City would purchase 6113 51st Avenue from Vernon Blankenship for \$24,000 and 6115 51st Avenue from Thomas Blankenship for \$24,000. The City is requiring that the Sellers demolish the existing structures on the properties after obtaining the required demolition permits and removing all debris before closing.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Deed and associated documents to be recorded at closing.

5. Council Bill/Resolution 1070-2013

A Resolution authorizing the Mayor and City Clerk to execute a \$26,000.00 Revolving Loan Fund Agreement with American Dog QC, Inc. in order to facilitate its business expansion.

EXPLANATION: Richard and Ann Larson purchased 1628 15th Street Place (former Happy Dog Bakery) in order to expand their dog grooming and day care business. American Dog will provide facilities for six full time groomers, an exercise yard, kenneling and a dog treat bakery. Within three years, there will be six to seven employees in addition to the groomers. Financing for the project is:

| | |
|--------------------------|---|
| IH Mississippi Valley CU | \$199,000.00 (approved) |
| City of Moline | \$26,000.00 (pending, interest rate 4%, term: five years) |
| Owner Equity | \$25,000.00 |

The loan review committee recommended approval 4-0 April 30, 2013.

FISCAL IMPACT: Revolving Loan Fund Program funds are available.

PUBLIC NOTICE/RECORDING: A mortgage will be recorded at the RI County Recorder's Office.

6. Council Bill/Resolution 1071-2013

A Resolution authorizing the Chief of Police to execute a Hold Harmless and Indemnification Agreement for the period of May 20-25, 2013 and June 24-25, 2013, between the City of Moline and

the Illinois Law Enforcement Alarm System (ILEAS) to allow two police officers who are members of the area Special Response Team (SRT) to attend upcoming training sessions sponsored by ILEAS.

EXPLANATION: Two Moline police officers are members of the Illinois Law Enforcement Alarm System (ILEAS) regional Special Response Team (SRT). The SRT is a highly trained and skilled tactical team that serves as a resource for area ILEAS member agencies in handling specific incidents. In order for the officers to attend an Advanced Swat training course, ILEAS requires that a Hold Harmless and Indemnification Agreement be executed.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

OMNIBUS VOTE

ITEMS NOT ON CONSENT

FIRST READING ORDINANCES

7. Council Bill/General Ordinance 3007-2013

An Ordinance amending Chapter 20 “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Appendix 9 thereof, “STREET CLOSED TO COMMERCIAL VEHICLES,” by removing 27th Street, 7th Avenue to 19th Street, northbound.

EXPLANATION: Traffic Committee reviewed request and recommends approval.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Pamphlet Publication

8. Council Bill/General Ordinance 3008-2013

An Ordinance amending Chapter 20 “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Appendix 9 thereof, “STREET CLOSED TO COMMERCIAL VEHICLES,” by including 47th Avenue, 48th Street A to 53rd Street.

EXPLANATION: Traffic Committee reviewed request and recommends approval.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Pamphlet Publication

9. Council Bill/General Ordinance 3009-2013

An Ordinance amending Chapter 20 “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Appendix 9 thereof, “STREET CLOSED TO COMMERCIAL VEHICLES,” by removing 53rd Street, John Deere Road to 23rd Avenue.

EXPLANATION: Traffic Committee reviewed request and recommends approval.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

10. Council Bill/General Ordinance 3010-2013

An Ordinance amending Chapter 20 “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Appendix 10 thereof, “PARKING PROHIBITED AT ANY TIME,” by including 42nd Street, on the east side, between 10th and 11th Avenues.

EXPLANATION: Traffic Committee reviewed request and recommends approval.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

| OMNIBUS VOTE | | |
|----------------|-----|-----|
| Council Member | Aye | Nay |
| Turner | | |
| Schoonmaker | | |
| Liddell | | |
| Acri | | |
| Knaack | | |
| Parker | | |
| | | |
| Brown | | |
| Mayor Raes | | |

11. Council Bill/Special Ordinance 4018-2013

A Special Ordinance amending the annual Council and Committee Meetings Schedule for 2013.

EXPLANATION: The Citizens Advisory Council on Urban Policy deemed it necessary to change the meeting dates.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: Media notification

12. Council Bill/Special Ordinance 4019-2013

A Special Ordinance authorizing the Mayor and City Clerk to execute a Lease and Concession Agreement with Roy’s All Fed Up, Inc., (2504 18th Avenue, Apt. D, Rock Island, IL 61201) to sell food and beverages from a mobile concession stand from May 14, 2013 through November 30, 2013 on a portion of Ben Butterworth Parkway (RICO Parcel 08-2644-A).

EXPLANATION: John Rogers d/b/a Roy’s All Fed Up desires a Lease and Concession Agreement for the purpose of selling food and beverages from a mobile concession stand along certain portions of Ben Butterworth Parkway described in **Exhibit “A”** attached. The Park and Recreation Board of Directors supports having a vendor serving food and beverages from a mobile concession stand along the Parkway for the warm months each year as a method of enhancing services for citizens and visitors utilizing the Parkway and has approved this Agreement for that purpose.

(CONSIDERATION REQUESTED)

FISCAL IMPACT: City will receive \$600.00 income for the period.

PUBLIC NOTICE/RECORDING: N/A

| Consideration | | | 4019 | | |
|----------------|-----|-----|----------------|-----|-----|
| Council Member | Aye | Nay | Council Member | Aye | Nay |
| Turner | | | Turner | | |
| Schoonmaker | | | Schoonmaker | | |
| Liddell | | | Liddell | | |
| Acri | | | Acri | | |
| Knaack | | | Knaack | | |
| Parker | | | Parker | | |
| █ | | | █ | | |
| Brown | | | Brown | | |
| Mayor Raes | | | Mayor Raes | | |

MISCELLANEOUS BUSINESS

13. Selection of Mayor Pro Tem

PUBLIC COMMENT

Members of the public are permitted to speak after first stating their name and address.

EXECUTIVE SESSION

AN ORDINANCE

AMENDING General Ordinance No. 88-3-2 related to the establishment of an Enterprise Zone in the City of Moline, Illinois, pursuant to an Intergovernmental Agreement with the Cities of East Moline, Illinois, Moline, Illinois, Silvis, Illinois, Rock Island County, Illinois and the Village of Milan, Illinois by revising Section 3, Exhibits “A” and “B” to include new territory within the Illinois Quad Cities Enterprise Zone.

WHEREAS, the Cities of East Moline, Moline, Silvis, Rock Island County and Village of Milan currently comprise the Illinois Quad Cities Enterprise Zone; and

WHEREAS, the City of Moline requested changes in the zone boundaries by adding territory to the existing Enterprise Zone; and

WHEREAS, pursuant to the Illinois Enterprise Zone Act, 20 ILCS 655/1 *et seq.*, the City of Moline conducted a public hearing on Tuesday, April 23, 2013.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1. That Section 3, Exhibit “A” to Ordinance No. 88-3-2 which provides a legal description of the area of the Enterprise Zone and Exhibit “B” thereof, which provides a map of the Enterprise Zone, which exhibits are attached to this Ordinance and made a part hereof, shall be amended to include additional territory with the Illinois Quad Cities Enterprise Zone as described in Exhibit 1 attached hereto and incorporated herein.

Section 2. That the City of Moline hereby declares and affirms that the amended zone area as described in Exhibit “A”, qualifies for expansion in accordance with the provision of the Illinois Enterprise Zone Act, and further affirms that:

- A. The additional territory is contiguous to the zone area in the Illinois Quad Cities Enterprise Zone;
- B. The additional territory results in a zone which is not more than fifteen (15) square miles;
- C. The additional territory provides immediate substantial benefit to the established zone and/or its residents or businesses by creating jobs, removing an impediment to economic development which exists and stimulating neighborhood residential and business revitalization;

D. On the 23rd day of April 2013, a public hearing was conducted at the Moline City Hall, on whether the Ordinance, as supplemented and amended, should be further supplemented and amended to alter the zone boundaries to add territory to the zone and a finding made that the public notice was given in at least one newspaper of general circulation within the zone area, not more than 20 days nor less than 5 days before the hearing.

E. The zone meets the qualifications of Section 4 of the Illinois Enterprise Zone Act.

Section 3. That in all other respects, General Ordinance 88-3-2 shall continue in full force and effect, shall not be repealed or superceded, and shall only by amended as set forth herein.

Section 4. That this Ordinance shall be in full force and effect from and after its passage; approval; and if required by law, publication in the manner provided by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit "A"
DESCRIPTION OF ENTERPRISE ZONE

Those parts of the City of East Moline, the City of Moline, and the City of Silvis, Illinois described as follows:

That part of the City of Moline lying north of the following described line: beginning at the intersection of the west Moline City limit with 1st Avenue; thence easterly in 1st Avenue to 1st Street; thence southerly in 1st Street to 5th Avenue; thence easterly in 5th Avenue to 4th Street, thence southerly in 4th Street to 15th Avenue, thence easterly in 15th Avenue to 7th Street; thence northerly in 7th Street to 11th Avenue; thence easterly in 11th Avenue to 8th Street; thence northerly in 8th Street to 5th Avenue; 5th Avenue Place, and 6th Avenue to 12th Street; thence southerly in 12th Street to 7th Avenue; thence easterly in 7th Avenue to 26th Street; thence northerly in 26th Street to 6th Avenue; thence easterly in 6th Avenue, 5th Avenue Place, and 5th Avenue to 55th Street; thence northerly in 55th Street to its intersection with 4th Avenue (17th Avenue, East Moline);

Also, those parts of the City of East Moline, Illinois and the City of Silvis, Illinois, lying north of the following described line: beginning at the intersection of 1st Street and 17th Avenue; thence easterly along 17th Avenue to 3rd Street; thence southerly in 3rd Street to 18th Avenue; thence easterly in 18th Avenue and 18th Avenue extended to 19th Street; thence northerly in 19th Street to the southern line of the Heartland Railroad property; thence easterly along said southern line to Illinois Route 5; thence northeasterly along said Illinois Route 5 to N. 158th Street; thence northerly in N. 158th Street to the East Moline City limit line; thence easterly and northerly along said East Moline City limit to the east line of Section 28, T.18N, R-1-E of the 4th P.M., and there terminating; excluding therefrom those parts of the City of East Moline lying north of the South ½ of Section 21, T,18N, R-1-E of the 4th P.M.

For the purposes of this description, the boundary described herein follows the centerline of the streets and alleys herein described, unless stated otherwise.

Commencing at the Easterly line of the city limits of East Moline and the intersection of the MidAmerican Energy Company's (MEC) 69kV electric transmission line utility easement in the NE 1/4 of Sec. 28, T. 18N, R-1-E; Thence continuing in an Easterly direction including the Southerly three (3) feet of said easement, following said easement to the W line of MEC's electric substation site in Sec. 26, T. 18N, R-1-E; Thence continuing an Easterly direction through the substation site a width of three (3) feet to the intersection of said site with MEC's 345kV electric transmission line; Thence Easterly including the Southerly three (3) feet of said easement to a point E of I-80 in the SE 1/4 of Sec. 23, T. 18N, R-1-E; Thence Northeasterly including the Southeasterly three (3) feet of said easement to a point in the NE 1/4 of Sec. 16, T. 18N, R-2-E; Thence Northerly including the Easterly three (3) feet of said easement to the intersection of said easement with the S line of the SW 1/4 of Sec. 33 T. 20N, R-2-E; Thence continuing Northerly including the Easterly three (3) feet of tax parcels numbered 213-1, (Sec. 33), 167-2 (Sec. 28), 128-1 (SW ½ Sec. 21) and the Easterly three (3) feet of that portion of Tax Parcel 126-1 in the S ½ of the NW 1/4 of Sec. 21; thence including all of tax parcels 126, 126-2, 126-3 and 125 in the N ½ of the NW 1/4 of said Sec. 21; Thence the Southerly five hundred eighteen (518) feet of the SE 1/4 of the SW 1/4, Sec 16, all located in T. 20N, R-2-E, Cordova Township, Rock Island County, Illinois.

Commencing at the intersection of 13th Street East Moline and 17th Avenue heading in a Southeasterly direction to a point where 13th Street turns in a Southerly direction and following 13th Street until it intersects with the East 467' of the SE 1/4 of the SE 1/4 of Sec. 12, T. 17N, R-1-W, also including the following portions of Sec. 7, T-17N, R-1-E, the N ½ of the SE 1/4, the S 1000' of the S ½ of the NE 1/4, the N 750' of the NW 1/4 of the SE 1/4; the N ½ of the SW 1/4; and the W 500' of the SW 1/2; and the SW 1/4 of the NW 1/4. For the purposes of this description the path described in 13th Street E M consist of three feet (3) down the centerline of the public street.

Commencing at the intersection of 192nd Avenue N. and parcel 125 in the N ½ of the NW 1/4 of Section 21, T. 20 N, R-2-E in Cordova Township Rock Island County, Illinois. Heading westerly along 192nd Avenue N. to the intersection with Illinois Route 84, heading in a northeasterly direction along Illinois Route 84 to the point where Illinois Route 84 intersects with Parcel 16 in T. 20 N, R-2-E of the 4th PM. Only that portion of parcel 16 lying north of Illinois Route 84 along with parcels 27-2, 26, 23-1, 242-

3, 240 all lying within T. 20 N, R-2-E of the 4th PM. For the purposes of this description, the path described along 192nd Avenue N. and Illinois Route 84 consists of three (3) feet down the centerline of the public street.

Additionally, commencing at the intersection of Illinois Route 5 and the East Moline City limits heading in a north easterly direction to a point where Illinois Route 5 heads easterly, following Illinois Route 5 to a point where Illinois Route 5 intersects the NW 1/4 Section line, T. 18 N, R-1-E, Section 23, then heading northerly to the intersection of said 1/4 section line and parcel number 520-5 Hampton Township, also including parcels 520, 520-4, 520-2, 519, all within Hampton Township. For the purposes of this description, the path along Illinois Route 5 consists of three (3) down the centerline of the public street.

Commencing at the centerline of 7th Avenue and intersection of FAI-74 and 7th Avenue in Moline and heading southerly along FAI-74 to the intersection of US Route 6; and thence easterly down the centerline of US Route 6 to a point due south of the intersection of the westerly boundary of Parcel CV 12-1 lying in the northwest quarter of Section 22, T. 17 N, R-1-W, 4th PM; thence north along a singular line to the south west corner of said parcel CV-12-1; thence northerly a distance of eight hundred (800) feet; thence easterly a distance of six hundred and sixty-six (666) feet; thence southerly a distance of eight hundred (800) feet; thence southerly to the centerline of US route 6; thence westerly two hundred fifteen (215) feet; thence southerly a distance of ten (10) feet; thence westerly a distance of three hundred and eighty-five (385) feet with the exception of parcel CV 12-4. For the purposes of this description, the path described along FAI-74 and US Route 6 consist of three (3) feet down the centerline of the public highways. (*FedEx Ground Expansion 11/2000*)

Additionally, commencing at the centerline of US Route 6 and the easterly boundary of Parcel CV 12-1, lying in the northwest quarter of Section 22, T. 17 N, R-1-W, 4th PM; heading easterly in US Route 6 to US Route 150; heading southerly in US Rt. 150 to the Indian Bluff Road; heading in a south westerly direction in Indian Bluff Road to 68th Street; heading northerly in 68th Street to a parcel of land described as follows: Parcel 1) The westerly 1645 feet of the southerly 312.76 feet of the South 1/2 of Section 21, T.17 N, R-1-W of the 4th PM; Parcel 2) the Westerly 1645 feet of the northerly 437.24 feet of the North 1/2 of Section 28, T.17 N, R-1-W of the 4th PM; Parcel 3) The easterly 800 feet of the Southern 312.76 feet of the Southeast 1/4 of Section 20, T. 17 N, R-1-W of the 4th PM; and Parcel 4) The easterly 800 feet of the Northerly 437.24 feet of the Northeast 1/4 of Section 29, T. 17 N, R-1-W of the 4th PM; Additionally commencing again at the intersection of 68th Street and Indian Bluff Road heading westerly to a point on the easterly edge of Tax parcel 52-1 in Section 30, T.17 N, R-1-W of the 4th PM.; commencing on the westerly edge of Tax parcel 52-1 and the intersection of Indian Bluff Road heading westerly in Indian Bluff Road to the easterly edge of Tax Parcel 57-2, inclusive of 57-F, 57, 21 and 18 in Section 30 T. 17N, R-1-W of the 4th PM and Section 19, T.17 N, R-1-W of the 4th PM and Tax Parcel 290-2, NE 1/4 Section 24, T.17 N, R-2-W of the 4th PM and; Tax Parcel 294 in SE 1/4 Section 24, T.17 N, R-2-W of the 4th PM. For the purposes of this description, the path described along US Route 6, US Route 150, Indian Bluff Road and 68th Street consist of three (3) feet down the centerline of the public highways. (*Elliot Aviation/Deere Airport/Milan 2/2001*).

Tax Parcel 57-A and including all of said parcel, Section 30, T.17 N, R-1-W of the 4th PM, commencing on the westerly intersection of Tax Parcel 57-A in Indian Bluff Road (*Moline Welding Feb 2002*)

Additionally, commencing at the centerline of I-74, turning in a Westerly direction and following John Deere Expressway (Highway 5) to a point where 27th Street intersects, heading Northerly to 36th Avenue and turning Westerly onto the Easterly side of Parcel 8046, Midvale 1st Addition located in the S 1/2 of Sec. 9, T.17 N., R.IW in South Moline Township. (*Moline 6/2002*)

Commencing at the centerline of John Deere Expressway (Highway 5) and turning Southerly at the Northwest corner of Section 16, go North 89° 19' 30" East, along the North line of Section 16 for 546.65 feet; thence South 00° 02' 48" East for 1,322.66 feet; thence North 89° 12' East for 50.0 feet to a point on the East line of 16th Street and the Point of Beginning; thence North 00° 02' 48" West for 914.0 feet; thence North 6° 21' 15" East for 213.23 feet to the Southerly right-of-way line of State Route Number 5, also known as John Deere Expressway; thence, along said Southerly right-of-way line, go North 60° 30' 20" East for 82.68 feet; thence South 86° 43' 38" East for 639.88 feet; thence South 80° 35' 56" East for 265.56 feet; thence along a curve to the left, the chord of which bears South 84° 51' 14" East for 253.71 feet, for an arc distance of 253.73 feet; thence North 89° 44" East for 730.97 feet to the West line of 27th Street; thence along said West line, go South 19° 02" East for 79.21 feet; thence South 00° 44' 10" East for 1,526.66 feet; thence South 00° 14' 20" East for 7.89 feet; thence South 00° 13' 07" West for 435.00 feet; thence South 00° 54' 30" West 103.00 feet; thence South 89° 28' 50" West for 661.55 feet; thence North 00° 39' 20" West for 541.19 feet, thence South 89° 20' 40" West for 289.0 feet; thence South 00° 39' 20" East for 145.0 feet; thence South 89° 20' 40" West for 350.0 feet; thence North 00° 39' 20" West for 541.19 feet, thence South 89° 20' 40" West for 289.0 feet; thence

South 00° 39' 20" West for 180.68 feet; thence South 89° 20' 40" West for 510.00 feet; thence South 00° 39' 20" East for 574.17 feet to the North line of "Ekhco 5th Addition," thence South 89° 28' 50" West along said South line for 211.16 feet to the East line of 16th Street; thence along said East line, go North 00° 00' 05" East for 1,098.78 feet to the Point of Beginning and there terminating.

Commencing at a point of reference at the Northwest corner of said Section 16; thence North 89° 19' 30" East 546.65 feet along the North line of the said Northwest quarter (1/4) of Section 16 (for purposes of this description the said North line of the Northwest quarter (1/4) of Section 16 is assumed to bear North 89° 19' 30" East); thence South 00° 02' 48" East 1,322.66 feet; thence North 89° 12' East 50.00 feet to a point on the East right-of-way line of 16th Street; thence South 00° 00' 05" West 1,098.78 feet along the said East right-of-way line of 16th Street; thence North 89° 28' 50" East 1,287.18 feet to the Point of Beginning of the parcel herein described; thence continuing North 89° 28' 50" East 73.00 feet; thence North 00° 39' 20" West 541.19 feet; thence South 89° 20' 40" West 73.00 feet; thence South 00° 39' 20" East 541.02 feet to the said Point of Beginning; and Part of the Northwest quarter (1/4) of Section 16, Township 17 North, Range 1 West of the Fourth Principal Meridian, Moline, Rock Island County, Illinois more particularly described as follows:

Commencing at a point of reference at the Northwest corner of said Section 16; thence North 89° 19' 30" East 546.65 feet along the North line of the said Northwest quarter (1/4) of Section 16 (for purposes of this description the said North line of the Northwest quarter (1/4) of Section 16 is assumed to bear North 89° 19' 30" East); thence South 00° 02' 48" East 1,322.66 feet; thence North 89° 12' East 50.00 feet to a point on the East right-of-way line of 16th Street; thence South 00° 00' 05" West 1,098.78 feet along the said East right-of-way line of 16th Street; thence North 89° 28' 50" East 211.16 feet to the Point of Beginning of the parcel herein described, thence continuing North 89° 28' 50" East 375.00 feet; thence North 00° 39' 20" West 575.03 feet; thence South 89° 20' 40" West 375.00 feet; thence South 00° 39' 20" East 574.17 feet to the Point of Beginning and there terminating. (*Moline 6/2002*)

Commencing at the centerline of John Deere Expressway (Highway 5) and turning Southerly at the Northwest corner of Section 16, go North 89° 19' 30" East, along the North line of Section 16 for 546.65 feet; thence South 00° 02' 48" East for 1,322.66 feet; thence North 89° 12' East for 50.0 feet to a point on the East line of 16th Street and the Point of Beginning; thence North 00° 02' 48" West for 914.0 feet; thence North 6° 21' 15" East for 213.23 feet to the Southerly right-of-way line of State Route Number 5, also known as John Deere Expressway; thence, along said Southerly right-of-way line, go North 60° 30' 20" East for 82.68 feet; thence South 86° 43' 38" East for 639.88 feet; thence South 80° 35' 56" East for 265.56 feet; thence along a curve to the left, the chord of which bears South 84° 51' 14" East for 253.71 feet, for an arc distance of 253.73 feet; thence North 89° 44" East for 730.97 feet to the West line of 27th Street; thence along said West line, go South 19° 02" East for 79.21 feet; thence South 00° 44' 10" East for 1,526.66 feet; thence South 00° 14' 20" East for 7.89 feet; thence South 00° 13' 07" West for 435.00 feet; thence South 00° 54' 30" West 103.00 feet; thence South 89° 28' 50" West for 661.55 feet; thence North 00° 39' 20" West for 541.19 feet, thence South 89° 20' 40" West for 289.0 feet; thence South 00° 39' 20" East for 145.0 feet; thence South 89° 20' 40" West for 350.0 feet; thence North 00° 39' 20" West for 541.19 feet, thence South 89° 20' 40" West for 289.0 feet; thence South 00° 39' 20" West for 180.68 feet; thence South 89° 20' 40" West for 510.00 feet; thence South 00° 39' 20" East for 574.17 feet to the North line of "Ekhco 5th Addition," thence South 89° 28' 50" West along said South line for 211.16 feet to the East line of 16th Street; thence along said East line, go North 00° 00' 05" East for 1,098.78 feet to the Point of Beginning and there terminating.

Commencing at a point of reference at the Northwest corner of said Section 16; thence North 89° 19' 30" East 546.65 feet along the North line of the said Northwest quarter (1/4) of Section 16 (for purposes of this description the said North line of the Northwest quarter (1/4) of Section 16 is assumed to bear North 89° 19' 30" East); thence South 00° 02' 48" East 1,322.66 feet; thence North 89° 12' East 50.00 feet to a point on the East right-of-way line of 16th Street; thence South 00° 00' 05" West 1,098.78 feet along the said East right-of-way line of 16th Street; thence North 89° 28' 50" East 1,287.18 feet to the Point of Beginning of the parcel herein described; thence continuing North 89° 28' 50" East 73.00 feet; thence North 00° 39' 20" West 541.19 feet; thence South 89° 20' 40" West 73.00 feet; thence South 00° 39' 20" East 541.02 feet to the said Point of Beginning; and Part of the Northwest quarter (1/4) of Section 16, Township 17 North, Range 1 West of the Fourth Principal Meridian, Moline, Rock Island County, Illinois more particularly described as follows:

Commencing at a point of reference at the Northwest corner of said Section 16; thence North 89° 19' 30" East 546.65 feet along the North line of the said Northwest quarter (1/4) of Section 16 (for purposes of this description the said North line of the Northwest quarter (1/4) of Section 16 is assumed to bear North 89° 19' 30" East); thence South 00° 02' 48" East 1,322.66 feet; thence North 89° 12' East 50.00 feet to a point on the East right-of-way line of 16th Street; thence South 00° 00' 05" West 1,098.78 feet along the said East right-of-way line of 16th Street; thence North 89° 28' 50" East 211.16 feet to the Point of Beginning of the parcel herein described, thence continuing North 89° 28' 50" East 375.00 feet; thence North 00° 39' 20" West 575.03 feet; thence South 89° 20' 40" West 375.00 feet; thence South 00° 39' 20" East 574.17 feet to the Point of Beginning and

there terminating. (*Moline 6/2002*)

Additionally, commencing at the South Quarter Corner of said Section 2, thence North 90 degrees 00 minutes 00 seconds East, 247.5 feet on the south line of said Section 2 to the southeast corner of Supervisor of Assessments tax parcel SM 56 and THE POINT OF BEGINNING; thence North 00 degrees 00 minutes 00 seconds East, 870.02 feet on the east line of Supervisor of Assessments tax parcel SM 56, SM 44-1 and SM 43-1; thence North 90 degrees 00 minutes 00 seconds West, 302.66 feet on the north line of Supervisor of Assessments tax parcel SM 43-1 to the west line of the Southeast Quarter of said Section 2; thence North 00 degrees 00 minutes 00 seconds East, 559.99 feet on said line and the extension of said line to the northerly right of way line of 23rd Avenue; thence North 88 degrees 50 minutes 04 seconds West, 84.01 feet on said right of way line; thence South 87 degrees 37 minutes 36 seconds West, 242.59 feet on said right of way line to the southeast corner of Supervisor of Assessments tax parcel SM 46; thence North 00 degrees 35 minutes 39 seconds West, 661.20 feet on the west line of said tax parcel to the southerly right of way line of 22nd Avenue; thence North 70 degrees 59 minutes 07 seconds East, 200.92 feet on said right of way line to the beginning of a tangent curve, concave southerly with a radius of 751.84 feet; thence easterly 249.51 feet on the arc of said curve and right of way line; thence South 90 degrees 00 minutes 00 seconds East, 1141.72 feet on said right of way line to the westerly right of way line of Kennedy Drive; thence South 00 degrees 00 minutes 00 seconds West, 349.47 feet on said right of way line; thence South 90 degrees 00 minutes 00 seconds West, 125.00 feet on the easterly extension of the north line of Supervisor of Assessments tax parcel SM 57-2 and on said line to the west line of said tax parcel; thence South 00 degrees 00 minutes 00 seconds East, 150.00 feet to the north line of Supervisor of Assessments tax parcel SM 57-5; thence South 90 degrees 00 minutes 00 seconds West, 58.81 feet on said line to the west line of Supervisor of Assessments tax parcel SM 57-5; thence South 00 degrees 00 minutes 00 seconds East, 169.92 feet on said line to the northerly right of way line of Colona Avenue (42nd Avenue); thence North 83 degrees 42 minutes 00 seconds East, 133.82 feet on said right of way line; thence North 26 degrees 11 minutes 56 seconds East, 115.06 feet to the westerly right of way line of Kennedy Drive; thence South 00 degrees 00 minutes 00 seconds East, 296.34 feet to a point 1.50 feet north of the centerline of 42nd Avenue; thence south 90 degrees 00 minutes 00 seconds East, 6670.00 feet, parallel with and 1.50 feet distant from said centerline to the easterly right of way line of 13th Street; thence South 00 degrees 00 minutes 00 seconds East, 3.00 feet on said right of way line to a point 1.50 feet south of the centerline of 42nd Avenue; thence North 90 degrees 00 minutes 00 seconds West, 6670.00 feet, parallel with and 1.50 feet distant from said centerline to the westerly right of way line of Kennedy Drive; thence South 00 degrees 00 minutes 00 seconds West, 943.52 feet on said right of way line; thence South 09 degrees 55 minutes 39 seconds West, 203.02 feet on said right of way line; thence South 05 degrees 52 minutes 15 seconds East, 196.04 feet on said right of way line to the south line of Section 2; thence North 90 degrees 00 minutes 00 seconds West, 925.79 feet on said south line to the point of beginning, containing 61.04 acres, more or less. (*East Moline Southwest & Northwest corner of Kennedy and 42nd Avenue 8/2002*)

For the purposes of this description, the boundary described herein follows the centerline of the streets and alleys herein described, unless stated otherwise.

Part of the Southwest Quarter of Section 31, Township 18 North, Range 1 East of the 4th Principal Meridian, part of the Northwest Quarter of Section 6, Township 17 North, Range 1 East of the 4th Principal Meridian, part of the Southeast Quarter of Section 36, Township 18 North, Range 1 West of the 4th Principal Meridian and part of the Northeast Quarter of Section 1, Township 17 North, Range 1 West of the 4th Principal Meridian, described as follows:

Beginning at the point of intersection of a line 1.5 feet east of and parallel with 13th Street and a point 1.5 feet north of the centerline of 30th Avenue, thence East, 1355 feet parallel with and 1.5 feet distant northerly from said centerline to the southerly extension of the west line of Supervisor of Assessments Tax Parcel 06-723-10; thence North 390.5 feet on said west line to the northerly line of said Tax Parcel; thence South 74 degrees 43 minutes East, 305.5 feet on said north line to the east line of said Tax Parcel; thence South 331.5 feet on said east line and its extension to a point 1.5 feet south of the centerline of 30th Avenue; thence West, 1653.3 parallel with and 1.5 feet distant southerly from the centerline of 30th Avenue to a point 1.5 feet west of the centerline of 13th Street; thence North 1.5 feet to the point of beginning, containing 2.56 acres, more or less. And also that part of the Fractional Southwest Quarter being more particularly described as follows; Commencing at the Southeast Corner of Lot 6 according to the Assessor's Plat of 1863 in the Fractional Southwest Quarter South of the Flack and Bean Indian Boundary Line, of Section 31, Township 18 North, Range 1 East of the 4th Principal Meridian; thence North on the East Line of said Lot 6, 237.4 feet, for a place of beginning; thence South 86 degrees 24 minutes East, 325 feet to the West line of Highway Route 80; thence Southerly on the West line of said Route 80, 20 feet; thence North 86 degrees 24 minutes West, 324 feet to a point on East line of said Lot 6; thence Northerly on the Easterly line of said Lot 6, 20 feet to the point of beginning, containing 0.149 acres more or less. (*East Moline 6/2003 animal hospital*)

Commencing at the intersection of the of tax parcel H-611-RU and the northwest corner of a parcel of land owned by the City of Silvis as the location of Well Number 7 both as shown on sheet 69 of the Supervisor of Assessment Map of Hampton Township Supplemental for 1986; thence southwesterly along the west line of said parcel owned by the City of Silvis, including the westerly three feet of said parcel, 100 feet; thence southwest along the west line and the southern extension of the west line of tax

parcel H-737 as shown on sheet 69 of the Supervisor of Assessment Map of Hampton Township Supplemental for 1986, including the westerly three feet of said parcel to its intersection with the south right-of-way of 1st Avenue; thence southeast along said right-of-way, including the southerly three feet of said right-of-way, to the intersection of said right-of-way and the west right-of-way of 17th Street; thence southerly along the west right-of-way of 17th Street, including the westerly three feet of said right-of-way, to the intersection of said right-of-way and the northeast corner of tax parcel H-8351 as shown on sheet 7 of the Supervisor of Assessment Map of Hampton Township Supplemental for 1986; thence N87°43'10"W along the north line of tax parcel H-8351, 274.98 feet; thence N00°59'28"W along the east line of tax parcel H-8350 as shown on sheet 7 of the Supervisor of Assessment Map of Hampton Township Supplemental for 1986, 112.06 feet; thence N89°25'06"W along the north line of H-8350, 209.04 feet, thence N00°28'52"E along the east line of tax parcel H-8350, 215.03 feet to the south right-of-way of 11th Avenue; thence N88°02'04"W, 76.03 feet along said right-of-way; thence S00°33'38"W along the west line of tax parcel H-8350, 105.68 feet; thence N88°04'26"W along the north line of tax parcel H-8350, 100.01 feet; thence S00°25'40"W along the west line of tax parcels H-8350 and H-8351, 390.34 feet; thence S00°35'01"E along the west line of tax parcels H-8351 and H-8352 as shown on sheet 7 of the Supervisor of Assessment Map of Hampton Township Supplemental for 1986, 788.80 feet; thence S88°56'30"E along the south line of tax parcel H-8352, 613.93 feet to the west right-of-way of 17th Street; thence N08°24'13"E along said right-of-way 73.54 feet; thence N02°11'26"E along said right-of-way 406.37 feet; thence N68°38'02"W along the north line of tax parcel H-8352, 45.54 feet; thence N88°46'23"W along the north line of tax parcel H-8352, 176.30 feet; thence 124.90 feet along the north line of tax parcel H-8352 along an arc concave north with a radius of 50 feet and a chord bearing N70°20'17"W, 94.87 feet; thence 124.90 feet along the south line of tax parcel H-8351 along an arc concave south with a radius of 50 feet and a chord bearing N72°47'27"E, 94.87 feet; thence S88°46'23"E along the south line of tax parcel H-8351, 177.31 feet; thence N71°14'28"E along the south line of tax parcel H-8351, 50.33 feet to the west right-of-way of 17th Street; thence N02°04'26"E along said right-of-way 200.00 feet; thence N00°34'59"W along said right-of-way 169.88 feet; thence easterly across 17th Street to the east right-of-way of 17th Street; thence S02°22'53"W along said east right-of-way 269.47 feet; thence S87°37'59"E along the south line of tax parcel H-44-1 as shown on sheet 8 of the Supervisor of Assessment Map of Hampton Township Supplemental for 1986, 382.6 feet; thence S87°37'19"E along the south line of tax parcel H-44 as shown on sheet 8 of the Supervisor of Assessment Map of Hampton Township Supplemental for 1986, 779.75 feet to the East line of the West Half of the Northeast Quarter of Section 5; thence N00°00'00"W along said line 1250 feet; thence N88°01'53"W along the north line of tax parcel H-44, 823.01 feet to the east right-of-way of 17th Street; thence S53°41'06"E along said right-of-way 37.78 feet; thence S34°05'03"E along said right-of-way 152.91 feet; thence S22°00'26"E along said right-of-way 38.59 feet; thence S27°47'39"W along said right-of-way 54.31 feet; thence S11°53'46"E along said right-of-way 108.70 feet; thence S00°36'58"E along said right-of-way 172.55 feet; thence S56°19'56"E along said right-of-way 61.89 feet; thence S01°18'43"W along said right-of-way 85.30 feet; thence S66°40'33"E along said right-of-way 123.04 feet; thence S87°44'18"E along said right-of-way 379.40 feet; thence S02°22'53"W along said right-of-way 297 feet; thence westerly across 17th Street to the intersection of the west right-of-way of 17th Street and the northeast corner of tax parcel H-8351, all located in Sections 5 and 32, Townships 17 North and 18 North, Range 1 East of the 4th Principal Meridian in the City of Silvis, Rock Island County containing 43.88 acres, more or less. The amended area includes all of Tax Parcels H-44, H-44-1, H-8350, H-8351, and H-8352. The bearings used for this description are from Document Numbers 84-08040, 99-30779, and 98-35147 as recorded in the Rock Island County Recorder's Office and from Illinois DOT Right-of-Way Plats for F.A. Route 595 dated July 12, 1999. (Silvis 6/2003 Jewel/Miller project)

Part of the Southwest Quarter of Section 19 and part of the East 332 feet of the South Half of the East 92.10 acres of the Northwest Quarter of Section 19, all in Township 17 North, Range 1 West of the Fourth Principal Meridian, County of Rock Island, State of Illinois, described as follows:

Commencing at the Northeast Corner of said Southwest Quarter; thence North 89 degrees 31 minutes 49 seconds West along the North Line of said Southwest Quarter, a distance of 15.17 feet to the Point of Beginning; thence North 89 degrees 31 minutes 49 seconds West along said North Line, a distance of 174.83 feet; thence South 00 degrees 46 minutes 47 seconds West, a distance of 140.00 feet; thence North 89 degrees 31 minutes 49 seconds West, a distance of 10.00 feet to the West Right-of-Way Line of County Highway Route 78; thence North 00 degree 46 minutes 47 seconds East along said West Right-of-Way Line, a distance of 7.00 feet; thence North 89 degrees 31 minutes 49 seconds West, a distance of 642.82 feet to the East Line of Deere and Company, a Delaware Corporation; thence North 01 degree 10 minutes 06 seconds East along said East Line of Deere and Company, a Delaware Corporation, a distance of 3.00 feet to the North Right-of-Way Line of Blackhawk Township; thence South 89 degrees 31 minutes 49 seconds East along said North Right-of-Way Line, a distance of 642.80 feet to the West Right-of-Way Line of County Highway Route 78; thence North 00 degree 46 minutes 47 seconds East along said West Right-of-Way Line, a distance of 130.00 feet to the North Line of said Southwest Quarter; thence North 89 degrees 31 minutes 49 seconds West along said North Line, a distance of 130.90 feet to the Southeast Corner of Jensen's Subdivision; thence North 00 degrees

43 minutes 01 second East along the East Line of said Jensen's Subdivision, a distance of 987.72 feet; thence South 89 degrees 28 minutes 33 seconds East, a distance of 213.77 feet; thence South 09 degrees 28 minutes 33 seconds East, a distance of 158.71 feet; thence South 11 degrees 22 minutes 57 seconds East, a distance of 300.57 feet; thence South 00 degrees 26 minutes 37 seconds East, a distance of 537.09 feet to the Point of Beginning. The above described tract of land contains 6.566 acres, more or less. For the purpose of this description the North Line of said Southwest Quarter of Section 19, has been assigned the bearing of North 89 degrees 31 minutes 49 seconds West. (Milan 7/2003 Blackhawk Autoplex project)

Beginning at the southeast corner of Lot Two (2) in Maher's Garden Tracts, being located in part of the SW ¼ of Section 28, Township 18 North, Range 1 East of the 4th Principal Meridian, City of East Moline, Rock Island County, Illinois; Thence westerly along the south line of said Lot Two (2), to the east right of way line of a public roadway 163rd Street North; Thence northerly along said east line and an extension of said east line to a point on the East Moline city limit line; Thence easterly along said city limit line 645 feet, more or less; Thence southerly to the northeast corner of Lot One (1) of said Maher's Garden Tracts; Thence Southerly along the east line of said Lots One (1) and Two (2) to the Point of Beginning. (East Moline 8/2004 RV Parts and Service Center project)

Part of the Southeast Quarter of Section 1, Township 17 North, Range 1 West of the 4th Principal Meridian, described as follows:

Commencing at the intersection of the northerly extension of the easterly right of way line of 11th Street and the southerly line of the existing enterprise boundary, 3 feet wide, centered in the Avenue of the Cities right of way, thence North 90 degrees 00 minutes 00 seconds East, 145.10 feet, on said southerly line to the POINT OF BEGINNING; thence South 00 degrees 00 minutes 00 seconds East, 128.5 feet; Thence North 90 degrees 00 minutes 00 seconds East, 319.9 feet on the north line of Supervisor of Assessment Parcel 0715-1 to the east line of said Parcel; thence South 00 degrees 00 minutes 00 seconds East, 373.47 feet on said line to the south line of said Parcel; thence North 90 degrees 00 minutes 00 seconds West, 465.00 feet, on said south line to the west line of said Parcel and the east right of way line for 11th Street; thence North 00 degrees 00 minutes 00 seconds East, 221.95 feet on said line to the south line of Supervisor of Assessment Parcel 0715-2; thence North 89 degrees 24 minutes 27 seconds East, 147.0 feet, on said south line to the east line of said Parcel; thence North 01 degrees 52 minutes 05 seconds West, 150.08 seconds on said east line; thence North 00 degrees 00 minutes 00 seconds East, 128.50 feet to the southerly line of the existing enterprise boundary, 3 feet wide; thence North 90 degrees 00 minutes 00 seconds East, 145.10 feet, on said southerly line to the point of beginning, containing 3.50 acres, more or less. (East Moline 8/2004 Sammy G's project)

Part of the northwest quarter of the southwest quarter of section 6, township 17 north, range 1 east of the 4th p.m., East Moline, Rock Island County, Illinois, described as follows:

Beginning at the intersection of a point in the west line of the existing Enterprise Zone, 1.5 feet East of the centerline of 13th Street (Archer Drive) Thence a line 3 feet wide north 90 degrees 00 minutes 00 seconds east, a distance of 50.00 Feet connecting to the northwest corner of a tract of land being lots 1 and 2 of eagle subdivision, filed for record on November 14, 1996, as document no. 96 -26158 and lots 1 and 2 of eagles subdivision phase ii, filed for record on may 3, 2001, as document no. 2000 - 10808 in the office of the rock island county recorder, said point being the point of beginning; thence south 89 degrees 53 minutes 53 seconds east along the north line of said eagle subdivision, a distance of 420.37 feet; Thence north 00 degrees 15 minutes 34 seconds east, a distance of 5.20 Feet; thence south 89 degrees 35 minutes 20 seconds east along said north line a distance of 204.68 feet to the northeast corner of said eagle subdivision, said point also being the northwest corner of Hampton parcel h 88-3; thence south 00 degrees 15 minutes 34 seconds west along the east line of said eagle subdivision, a distance of 518.79 feet to the southeast corner of said eagle subdivision, said point also being on the north right of way line of the avenue of the cities frontage road and on the arc of a 1,232.50 feet long radius circular curve, concave to the northeast, with a central angle of 03 degrees 53 minutes 04 seconds and an 83.54 feet long chord that Bears south 86 degrees 28 minutes 54 seconds west; thence along the arc of said curve to the right, a distance of 83.56 feet; thence south 00 degrees 15 minutes 34 seconds west a distance of 9.75 feet; thence north 82 degrees 24 minutes 41 seconds west, a distance of 169.06 feet to a point on a 650.31 feet long radius circular curve concave to the northeast, with a central angle of 13 degrees 01 minutes 15 seconds, and a 147.47 feet long chord that bears north 70 degrees 02 minutes 36 seconds west; thence along the arc of said curve to the right, a distance of 147.79 feet; thence north 63 degrees 32 minutes 23 seconds west, a distance of 102.53 feet to the southwest corner of said eagle subdivision, said point also being a point on the easterly right of way line of 13th street; thence north 02 degrees 48 minutes 36 seconds west along the easterly right of way line of said 13th street, a distance of 407.38 feet; thence north 00 degrees 00 minutes 00 seconds west along said easterly right of way line, a distance of 9.83 feet to the point of beginning. The above-described parcel contains 7.079 acres more or less and is subject to all easements of record. (East Moline 8/2004 Former Eagle's site)

For the purposes this description, the boundary described herein follows the centerline of the streets and alleys herein described, unless state otherwise.

Parts of the Southwest Quarter of Section 31, Township 18 North, Range 1 East of the 4th Principal Meridian, part of the Northwest Quarter of Section 6, Township 17 North, Range 1, East of the 4th Principal Meridian, described as follows:

Commencing at the Southeast Corner of Lot 6 according to the Assessor's Plat of 1863 in the Fractional Southwest Quarter South of the Flack and Bean Indian Boundary Line, of Section 31, Township 18 North, Range 1 East of the 4th Principal Meridian; thence North on the East Line of said Lot 6, 237.4 feet; thence South 86 degrees 24 minutes East, 325 feet to the West Line of Highway Route 80; thence Southerly on the West Line of said Route 80, 17 feet to the point of beginning; thence South 86 degrees 24 minutes East 41.3 feet, more or less to a point 1.5 feet distant easterly of the centerline of 19th Street; thence southerly 231.6 feet, more or less, parallel with and 1.5 feet distant easterly from said centerline to a point 1.5 feet northerly of the centerline of Crosstown Avenue; thence easterly 543.7 feet, more or less, parallel with and 1.5 feet distant northerly from the centerline of Crosstown Avenue to a point 3 feet easterly of the extension of the westerly line of Supervisor of Assessments Tax Parcel H-68-1; thence southerly 64.0 feet, more or less, parallel with and 3 feet distant easterly to the extension of the westerly line of said parcel to a point on the north line of said parcel; thence southeasterly 304.5 feet, more or less, on the north line of Parcel H-68-1 to the south line of said parcel; thence westerly 264.34 feet, more or less, on said south line to the west line of said parcel; thence northerly 142 feet, more or less, on said west line to the north line of said parcel; thence continuing northerly 60.6 feet, more or less, on the extension of the west line of said parcel to a point 1.5 feet southerly of the centerline of Crosstown Avenue; thence westerly 543.5 feet, more or less, parallel with and 1.5 feet distant southerly from said centerline to a point 1.5 feet distant westerly of the centerline of 19th Street; thence northerly 231.5 feet, more or less, parallel with and 1.5 feet distant westerly of the centerline of 19th Street; thence North 86 degrees 24 minutes West 38.3 feet, more or less to the West Line of Highway Route 80; thence Northerly on the West Line of Highway Route 80, 3 feet, more or less, to the point of beginning, containing 0.527 acres more or less. (Silvis 8/2004 Hospital Road site)

Part of the South Half of Section 9, part of the Southwest Quarter of Section 10 and part of the Northwest Quarter of Section 15, all in township 17 North, Range 1 West of the 4th Principal Meridian, described as follows:

Beginning at the intersection of a point in the east line of the existing Enterprise Zone, 1.5 feet east of the centerline of I-74 and 3 feet north of the south line of the South Half of said Section 9, thence East, parallel with and 3 feet distant north from the south line of the South Half of said Section 9 and 3 feet distant north from the south line of the Southwest Quarter of said Section 10, to a point 1.5 feet east of the centerline of 38th Street; thence South 00 degrees 14 minutes 30 seconds East, 1183.00 feet, parallel with and 1.5 feet distant from said centerline, to the northerly right of way line of 42nd Avenue; thence North 89 degrees 40 minutes 31 seconds West, 431.43 feet; thence North 00 degrees 12 minutes 06 seconds East, 723.91 feet; thence North 63 degrees 15 minutes 24 seconds East, 12.70 feet to the southerly right of way line of 40th Avenue; thence North 84 degrees 54 minutes 24 seconds East, 364.92 feet on said right of way line; thence South 29 degrees 27 minutes 28 seconds East, 36.90 feet to the westerly right of way line of 38th Street; thence South 05 degrees 01 minutes 46 seconds East, 114.30 feet on said right of way line; thence South 00 degrees 14 minutes 30 seconds West, 615.32 feet on said right of way line to a point 3.00 feet north of the north right of way line of 42nd Avenue; thence South 89 degrees 40 minutes 31 seconds East, 25.50 feet to a point 1.5 feet westerly from the centerline of 38th Street; thence North 00 degrees 14 minutes 30 seconds East, 1177.02 feet, parallel with and 1.5 feet distant from said centerline, to the south line of the Southwest Quarter of Section 10; thence West on the south line of said Section 10 and on the south line of Section 9 to a point in the east line of the existing Enterprise Zone, 1.5 feet east of the centerline of I-74 and there terminating, containing 7.16 acres, more or less. (Moline 8/2004 Theater project)

BEGINNING AT THE POINT WHERE THE WEST LINE OF LOTS 3, 4, 5 AND 6 OF MICHAEL HARTZELL'S ADDITION FILED JULY 26, 1878 IN DEED BOOK 66, PAGE 231, IN THE CITY OF MOLINE, ILLINOIS, EXTENDED NORTHERLY INTERSECTS THE CENTERLINE OF 7th AVENUE AS NOW ESTABLISHED IN THE CITY OF MOLINE, ILLINOIS; THENCE SOUTH ALONG SAID WEST LINE AND SAID WEST LINE EXTENDED, 355.0 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 6 IN SAID MICHAEL HARTZELL'S ADDITION; THENCE SOUTH 02° 30' EAST, MORE OR LESS, ALONG THE WEST LINE OF LOTS 7, 8, 9, 10, 11 AND 12 IN SAID MICHAEL HARTZELL'S ADDITION, A DISTANCE OF 259.5 FEET, MORE OR LESS TO THE SOUTHWEST CORNER OF LOT 12 IN SAID MICHAEL HARTZELL'S ADDITION, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF 10TH AVENUE IN THE CITY OF MOLINE, ILLINOIS, AS NOW ESTABLISHED; THENCE SOUTH 90° 00' EAST, MORE OR LESS, ALONG SAID NORTH RIGHT OF WAY LINE, SAID LINE ALSO BEING THE SOUTH LINE OF LOTS 12 AND 13 IN MICHAEL HARTZELL'S ADDITION AND THE SOUTH LINE OF LOTS 10 AND 11 IN GEORGE W. BELL'S ADDITION FILED MARCH 24, 1902, IN PLAT BOOK 7, PAGE 58, IN THE CITY OF MOLINE, ILLINOIS, A DISTANCE OF 290.0 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF TAX PARCEL NO. 08388-1, LOCALLY KNOWN AS 1001 - 16TH STREET IN THE CITY OF MOLINE, ILLINOIS, AND THERE TERMINATING, containing 2.2 acres more or less. (Moline 11/2004 Moline HS Loft project)

Part of the Northwest and Northeast Quarters of Section 19 and the Northwest Quarter of Section 20, Township 17 North, Range 1 West of the 4th Principal Meridian, Blackhawk Township, Rock Island County, Illinois, more particularly described as follows:

Commencing at the Southeast Corner of the Northwest Quarter of Section 19; thence North 89 degrees 31 minutes 49 seconds West along the South Line of said Northwest Quarter, a distance of 15.17 feet to the Point of Beginning of a 3 foot wide tract of land (which centerline is) as follows: From the point of beginning South 89 degrees 31 minutes 49 seconds East along the South

Line of said Northwest Quarter, a distance of 15.17 feet to the Southeast Corner of said Northwest Quarter; Thence North along the East Line of said Northwest Quarter to the Northeast Corner of the Southeast Quarter of said Northwest Quarter of Section 19; Thence East to the Southeast Corner of the Northwest Quarter of the Northwest Quarter of Section 20; Thence North 00 degrees 21 minutes 35 seconds East, a distance of 30.00 feet to the North Right of Way Line of State Aid Route 32 (also known as 69th Avenue) and the end of the 3 foot wide tract. Beginning at a point where the 3 foot wide tract ends North 89 degrees 28 minutes 14 seconds West along said North Right of Way Line, a distance of 360.71 feet; Thence North 00 degrees 44 minutes 23 seconds East, a distance of 625.36 feet to the Southerly Right of Way Line of Federal Aid Route 138; Thence curving to the right a distance of 404.13 feet along the arc of a circle having a radius of 3740.24 feet, and having a chord bearing of North 61 degrees 34 minutes 13 seconds East and a chord distance of 403.93 feet to the West Line of Lot 1, Twilight Gardens Addition; Thence South 00 degrees 01 minutes 34 seconds West along said West Line, a distance of 438.46 feet to the Northwest Corner of Lot 10 Home Addition; Thence South 00 degrees 21 minutes 35 seconds West along the West Line of said Lot 10, a distance of 382.50 feet to the North Right of Way Line of State Aid Route 32 and the point of beginning. For the purpose of this description, the North Right of Way Line of State Aid Route 32 is assumed to have a bearing of North 89 degrees 28 minutes 14 seconds West. The above-described 3 foot wide tract of land contains 0.37 acres and the parcel contains 5.975 acres to total 6.34 acres, more or less. (RI County 1/2005 Avis-Budget)

Part of Lot 1 of Heirs of C.F. Mueller's Assessors Plat of the West 50 Acres of the North Half of the Northeast Quarter of Section 6, Township 17 North, Range 1 West of the 4th Principal Meridian, which lays West of Third Street in the city of Moline. Also, part of the West Half of the Southeast Quarter of Section 31, Township 18 North, Range 1 West of the 4th Principal Meridian, in the City of Moline, County of Rock Island, State of Illinois, more particularly described of follows:

Beginning at the Southwest Corner of the Southeast Quarter of said Section 31;

Thence North 01 degrees 03 minutes 49 seconds West, along the West Line of said Southeast Quarter, a distance of 438.61 feet, to the Southeast Line of Tract 2 an exception to Parcel 3, as described in Warranty Deed-document number 2002-14226 in the Rock Island County Recorders office;

Thence North 60 degrees 39 minutes 04 seconds East, along said Southeast Line, a distance of 325.22 feet;

Thence North 52 degrees 53 minutes 59 seconds East, along said Southeast Line, a distance of 264.60 feet, to the East line of said exception to Parcel 3;

Thence North 01 degrees 08 minutes 51 seconds West, along said East line, a distance of 99.97 feet, to the North line of said Parcel 3;

Thence North 88 degrees 52 minutes 38 seconds East, along said North Line, a distance of 240.52 feet, to the West Line of Block 1 in Brooks 1st Addition to the City of Moline;

Thence South 00 degrees 15 minutes 20 seconds East, along said West line, a distance of 385.11 feet, to the North Right-of-Way line of 11th Avenue.

Thence South 62 degrees 40 minutes 07 seconds East, along said North line, a distance of 45.13 feet;

Thence East, along said North line, a distance of 935 feet more or less, to the centerline of 4th Street;

Thence South, along said Center line, a distance of 60 feet more or less, to the South Right-of-Way line of 11th Avenue;

Thence West, along said South line, a distance of 795 feet more or less, to the West Right-of-Way line of 3rd Street;

Thence South 00 degrees 28 minutes 50 seconds East, along said West line, a distance of 66.20 feet, to the North Line of Block 2 in Brooks 1st Addition to the City of Moline;

Thence South 89 degrees 34 minutes 15 seconds West, along said North line, a distance of 139.48 feet, to the West Line of said Block 2;

Thence South 00 degrees 15 minutes 20 seconds East, along said West line, a distance of 300 feet more or less, to the North Right-of-Way line of 12th Avenue;

Thence North 89 degrees 55 minutes 45 seconds East, along said North line, a distance of 140.00 feet, to the West Right-of-Way of 3rd Street;

Thence South 00 degrees 29 minutes 30 seconds East, along said West Right-of-Way Line, a distance of 99.07 feet, to the North line of the property described in Warranty Deed-document number 2000-30795 in the Rock Island County Recorders office;

Thence North 89 degrees 46 minutes 54 seconds West, along said North line and it's Westerly extension, a distance of 161.32 feet, to the West Line of the exception to Parcel 1 as described in Warranty Deed-document number 2002-14226 in the Rock Island County Recorders office;

Thence South 00 degrees 11 minutes 11 seconds East, along said West line, a distance of 85.70 feet, to the South Line of said Lot 1;

Thence South 89 degrees 57 minutes 48 seconds West, along said South line, a distance of 712.87 feet, to the West Line of the Northeast Quarter of said Section 6;

Thence North 01 degrees 42 minutes 30 seconds East, along said West line, a distance of 153.85 feet, to the Point of Beginning;

For the purpose of this description, the West Line of Southeast Quarter of said Section 31, has a bearing of North 01 degrees 03 minutes 49 seconds West, based on the North American Datum of 1983, Illinois State Plane Coordinate System, West Zone. (Moline 6/2005 Autumn Trails)

Part of Section 6, Township 17 North, Range 1 East of the 4th Principal Meridian, described as follows:

Beginning at the southwest corner of Supervisor of Assessments Parcel 0664-5, thence South 53 degrees 32 minutes 58 seconds West, 33.10 feet to a point on Hospital Road; thence South 36 degrees 27 minutes 02 seconds East, 421.43 feet in said Road; thence South 01 degrees 09 minutes 58 seconds West, 899.05 feet in said Road to the westerly extension of the north right of way line of Illini Drive; thence North 89 degrees 53 minutes 26 seconds East, 1326.64 feet on said right of way line to the east right of way line of 10th Street; thence South 00 degrees 32 minutes 10 seconds East, 2782.39 feet on said right of way line to the southerly right of way line of Colona Road; thence North 63 degrees 56 minutes 56 seconds West, 1520.91 feet on said right of way line to the southerly extension of Supervisor of Assessments Parcel 068414; thence North 00 degrees 18 minutes 27 seconds East, 844.38 feet on said line; thence North 89 degrees 41 minutes 33 seconds West, 73.39 feet to the westerly right of way line of Hospital Road; thence North 04 degrees 52 minutes 14 seconds East, 131.58 feet on said right of way line; thence North 00 degrees 27 minutes 47 seconds East, 1076.99 feet on said right of way line; thence North 89 degrees 54 minutes 25 seconds East, 58.50 feet to a point in Hospital Road; thence North 01 degrees 09 minutes 58 seconds East, 956.99 feet to a point in Hospital Road; thence North 36 degrees 27 minutes 02 seconds West, 423.41 feet to a point in Hospital Road; thence North 53 degrees 32 minutes 58 seconds East, 33.10 feet to the westerly boundary of Supervisor of Assessments Parcel 0664-5. (Silvis - Hynd Farm Sept. 2005)

Also, all that part of the Northeast Quarter and the Northwest Quarter of Section 32, Township 18 North, Range 1 East of the Fourth Principal Meridian, City of Silvis, Rock Island County, Illinois, described as follows:

Beginning at an intersection of the north line of First Avenue, City of Silvis, with the west line of Sixteenth Street, City of Silvis, extended; thence South 79 degree 22' East along the north line of First Avenue a distance of 218.00 feet; thence North 10 degree 38' East a distance of 501.35 feet to the centerline of the existing railroad spur; thence in a southwesterly direction along a 8 degree 00' curve, and along the centerline of said railroad spur, a distance of 259.6 feet; thence South 10 degree 38' West a distance of 366.4 feet to the north line of First Avenue; thence South 79 degree 22' East along said north line a distance of 2.0 feet to the point of beginning, containing 2.242 acres. (Silvis FS Territory December 2005)

Part of the Northwest Quarter of Section 32, Township 18 North, Range 1 East of the 4th Principal Meridian, described as follows:

Beginning at the southwesterly corner of Supervisor of Assessments Tax Parcel 06734-4; thence South 74 degrees 53 minutes 28 seconds East, 3.00 feet; thence South 15 degrees 06 minutes 32 seconds West, 38.00 feet; thence North 74 degrees 51 minutes 58 seconds West, 1225.61 feet; thence South 15 degrees 15 minutes 18 seconds West, 37.58 feet to the northeast corner of Lot 7 in Block 11 of Town of Silvis as filed May 20, 1905 in Plat Book 9, page 28; thence South 14 degrees 42 minutes 58 seconds West, 120.06 feet on the easterly line of said Lot to the northerly line of the public alley; thence North 74 degrees 48 minutes 57 seconds West, 505.39 feet on said northerly line to the southwesterly corner of Lot 12 in Block 11 of Town of Silvis as filed May 20, 1905 in Plat Book 9, page 28; thence North 14 degrees 45 minutes 43 seconds East, 119.70 feet on the westerly line of said Lot 12 to the southerly right of way line of 1st Avenue; thence South 74 degrees 51 minutes 24 seconds East, 502.30 feet on said southerly right of way line to a point 3.00 feet North 74 degrees 51 minutes 24 seconds West of the northeast corner of Lot 7 in

Block 11 of Town of Silvis as filed May 20, 1905 in Plat Book 9, page 28; thence North 15 degrees 15 minutes 18 seconds East, 40.61 feet; thence South 74 degrees 51 minutes 52 seconds East, 1225.60 feet; thence North 15 degrees 06 minutes 32 seconds East, 35.00 feet to the point of beginning, containing 1.45 acres, more or less. (Silvis Black Hawk State Bank December 2005)

Part of the Southeast Quarter of Section 10 and the Southwest Quarter of Section 11, Township 18 North, Range 2 East of the 4th Principal Meridian, Zuma Township, Rock Island County, Illinois, more particularly described as follows:

A 3 foot wide tract with its centerline beginning at the intersection of the South Line of the SW ¼ of the SW ¼ of Section 9, Township 18 North, Range 2 East, of the 4th P.M., with the East edge of the Mid-American Energy Easement; thence East along the South line of Sections 9 & 10 to the SW Corner of the SE ¼ of the SE ¼ of Section 10, Township 18 North, Range 2 East, of the 4th P.M.; thence continuing East a distance 420 feet on the South line of the SE ¼ of the SE ¼ of said Section 10; thence N. 01°54'07" W. a distance of 50.25 feet and ending said 3 foot wide tract.

Beginning at the end of the 3 foot wide tract as the Point of Beginning, thence N. 01°54'07" W. a distance of 503.57 feet; thence N. 89°57'50" W. a distance of 420.0 feet; thence N. 01°37'58" W. a distance of 758.94 feet; thence S. 89°35'32" E. a distance of 1355.84 feet; thence N. 89°59'17" E. a distance of 1742.12 feet to the west row line of F.A. Route 403 (U.S. Route I-88); thence S. 51°52'08" W. a distance of 420.96 feet along the west row line; thence S. 45°02'49" W. a distance of 400.0 feet along the west row line; thence S. 57°34'32" W. a distance of 219.31 feet along the west row line; thence N. 88°18'28" W. a distance of 702.41 feet along the north row line for the NW Ramp; thence S. 60°34'24" W. a distance of 363.58 feet along the north row line for the NW Ramp; thence S. 19°01'26" W. a distance of 344.48 feet along the west row line for the NW Ramp; thence S. 46°28'13" W. a distance of 101.09 feet along the west row line for the NW Ramp where it intersects the north row line of Illinois Route 92; thence N. 89°57'50" W. a distance of 200.0 feet along the north row line; thence S. 81°54'21" W. a distance of 282.84 feet along the north row line; thence N. 89°57'50" W. a distance of 155.9 feet along the north row line back to the Point of Beginning, containing approximately 52.335 acres. (Rock Island County Joslin Travel Plaza, March 2006)

Part of the Northwest Quarter of Section 30, Township 17 North, Range 1 West of the 4th P.M.. County of Rock Island, State of Illinois, being more particularly described as follows: Commencing at the Northeast Corner of Northwest Quarter of Section 30; Thence S 0 degrees 29' 15" E, along the East line of said Northwest Quarter 106.78 feet to the Point of Beginning of this description; Thence S 0 degrees 29' 15" E, 223.66 feet to the North line of Tract 3 as conveyed by Warranty Deed Doc. No. 92-03974 in the Rock Island County Recorder's Office; Thence N 89 degrees 57'35" W, along said North line 653.17 feet to the Easterly Right-of-Way line of County Highway Route 78; Thence 260.44 feet along said Right-of-Way line also being the arc of a circle concave to the Northwest, having a radius of 5829.65 feet and having a chord bearing and distance of N 30 degrees 51'25" E, 260.42 feet; Thence S 89 degrees 57' 35" E, 517.70 feet to the Point of Beginning, excepting any parts deeded for highway purposes, situated in the County of Rock Island and State of Illinois.

A tract of land situated in the Northwest Quarter of Section Number Thirty (30) in Township Number Seventeen (17) North, Range Number One (1) West of the Fourth Principal Meridian, more particularly described as follows: Commencing at the Northeast corner of the Northwest Quarter of said Section Number Thirty (30), 1,175 feet to the Northerly right-of-way line of S.A. Route Number Sixteen (16) (Indian Bluff Road); thence North 65 degrees West along the Northerly right-of-way line of said. S.A. Route Number Sixteen (16) (Indian Bluff Road) 364 feet; thence North along a line 330 feet West of and parallel to the East line of the Northwest Quarter of said Section Number Thirty (30), 415 feet to an existing one half inch square steel pin, said one half inch steel pin being the point of beginning of the following described tract, thence continuing North on an assumed bearing of North 00 degrees 00 minutes 00 seconds West 94.80 feet; thence North 89 degrees 59 minutes 40 seconds West 413.68 feet to the Easterly right-of-way line of C. H. Route Number Seventy Eight (78); thence in a Southwesterly direction along a curve to the right with a radius of 5,279.65 feet, said curve also being the Easterly right-of-way line of C.H. route Number Seventy Eight (78) to a concrete right-of-way marker, said concrete right-of-way marker bearing South 34 degrees 06 minutes 42 seconds West 94.30 feet from the last described point; thence South 34 degrees 08 minutes 20 seconds West along the Easterly right-of-way line of C.H. Route Number Seventy Eight (78) 20.20 feet to an existing one half inch square steel pin; thence South 89 degrees 59 minutes 40 seconds East 477.90 feet to the point of beginning, excepting that part deeded for highway purposes recorded as Doc. No. 2003-29158, situated in the County of Rock Island and State of Illinois.

That part of the Northwest Quarter of Section Number Thirty (30) Township Number Seventeen (17) North, Range Number One (1) West of the 4th Principal Meridian, described as follows: Commencing at the Northeast corner of the Northwest Quarter of said Section Number Thirty (3); thence South along the Quarter Section line Five Hundred Sixty Three and Eight Tenths (563.8) feet; thence West at right angles to said Quarter Section line Three Hundred Thirty (330) feet for the place of beginning; thence South parallel with said Quarter Section line One Hundred Ninety One and Two Tenths (191.2) feet to the Northeast corner of a triangular tract conveyed to Robert H. Smit, Highway Commissioner by deed filed September 8, 1967 and recorded in Book 357 of Records as Document Number 655426; thence South Sixty Four (64) degrees Forty Four (44) minutes West Two Hundred Seventy eight (278) feet along the North line of said tract described in Book 357 of Records, Document Number 655426 to the Northerly line of the Township Road known as S.A. Route Number Sixteen (16) (16); thence North Sixty Five (65) degrees

Thirty Five (35) minutes West along said Northerly line Three Hundred (300) feet; thence North parallel with said Quarter Section line One Hundred Eighty Five and Eight Tenths (185.8) feet; thence East at right angles to said Quarter Section line Five Hundred Twenty Four and Six Tenths (524.6) feet to the place of beginning, excepting that part deeded to the State of Illinois in Warranty Deed dated May 13, 1975 and recorded in the Recorder's Office June 10, 1975 in Record Book 633 as Document Number 769711, situated in the County of Rock Island and State of Illinois.

Part of the Northwest Quarter (NW 1/4) of Section Thirty (30), Township Seventeen (17) North, Range One (1) West of the 4th Principal Meridian, more particularly described as follows: Commencing at the Northeast corner of the Northwest Quarter (NW 1/4) of Section Thirty (30), Township Seventeen (17) North, Range One (1) West; thence South 00-39-15 East, along the East line of the Northwest Quarter (NW 1/4) of said Section Thirty (30) a distance of 438.00 feet to the point of beginning of the following described tract; thence South 80-23-03 West along the North line to a parcel recorded as Document Number 646181 in the Recorder's Office, a distance of 330.00 feet; thence South 00-04-41 East, a distance of 29.04 feet; thence North 89-59-40 West, a distance of 413.61 feet to a point on a curve on the Easterly right-of-way line of County Highway 78; thence Northeasterly along said right-of-way, along a curve to the left, said curve having a radius of 5729.65 feet and whose chord bears North 32-38-55 East, a distance of 164.52 feet from the last described point to a point on the curve; thence North 89-51-46 East, a distance of 653.57 feet to a point on the East line of the Northwest Quarter (NW 1/4) of said Section Thirty (30); thence South 00-39-15 East, along said East line, a distance of 107.55 feet to the point of beginning, excepting any parts deeded for highway purposes, situated in the County of Rock Island and State of Illinois. (Village of Milan, Beltway Commons, January 2008).

Part of the Northeast Quarter of Section 20, Township 17 North, Range 1 West of the 4th Principal Meridian, Blackhawk Township, Rock Island County, Illinois, more particularly described as follows:

Point of Beginning of a 3 foot wide tract, which centerline is as follows: Beginning at the Southeast Corner of the Northwest Quarter of the Northwest Quarter of Section 20; Thence East to the Southwest Corner of the Northwest Quarter of the Northeast Quarter of Section 20; Thence South approximately 10 feet along the West line of the Northeast Quarter of Section 20 to the Centerline of State Aid Route 32, also known as 69th Avenue; Thence 62.55 feet along said Centerline, and the arc of a circle curving to the left, said arc having a radius of 1,145.97 feet, a chord bearing of North 79 degrees 54 minutes 16 seconds East, and a chord distance of 62.54 feet; Thence North 78 degrees 20 minutes 27 seconds East along said Centerline, a distance of 188.45 feet; Thence South 11 degrees 39 minutes 33 seconds East, a distance of 40.00 feet to the South Right of Way Line of said State Aid Route 32 which is the end of the centerline of the 3 foot wide tract and the Point of Beginning.

Thence from the Point of Beginning North 78 degrees 20 minutes 27 seconds East along said North Right of Way Line, a distance of 105.65 feet; Thence 250.94 feet along said Right of Way Line, and the arc of a circle curving to the right, said arc having a radius of 1,106.00 feet, a chord bearing of North 84 degrees 50 minutes 27 seconds East, and a chord distance of 250.41 feet; Thence South 88 degrees 39 minutes 33 seconds East along said Right of Way Line, a distance of 198.62 feet; Thence South 23 degrees 41 minutes 22 seconds East, a distance of 850.66 feet; Thence North 88 degrees 35 minutes 02 seconds West, a distance of 898.73 feet; Thence North 00 degrees 25 minutes 10 seconds East along an extension of the East Line of F. Whiteside Addition to Rock Island County, Recorded in Book 46 Page 194 in the Rock Island County Recorders office, a distance of 717.57 feet to the Point of Beginning, containing 12.666 acres, more or less. For the purpose of this description The West Line of the Northeast Quarter is assumed to bear South 00 degrees 06 minutes 55 seconds West. (Rock Island County – Deere Airport Hangar, February 2008)

Quad Cities Enterprise Zone

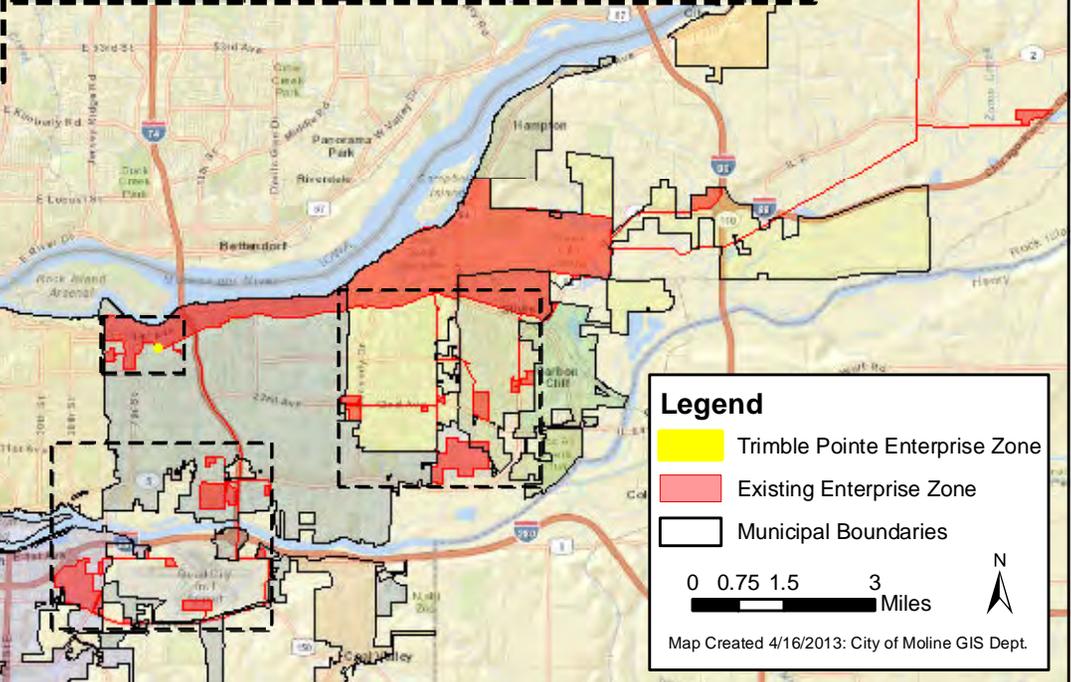
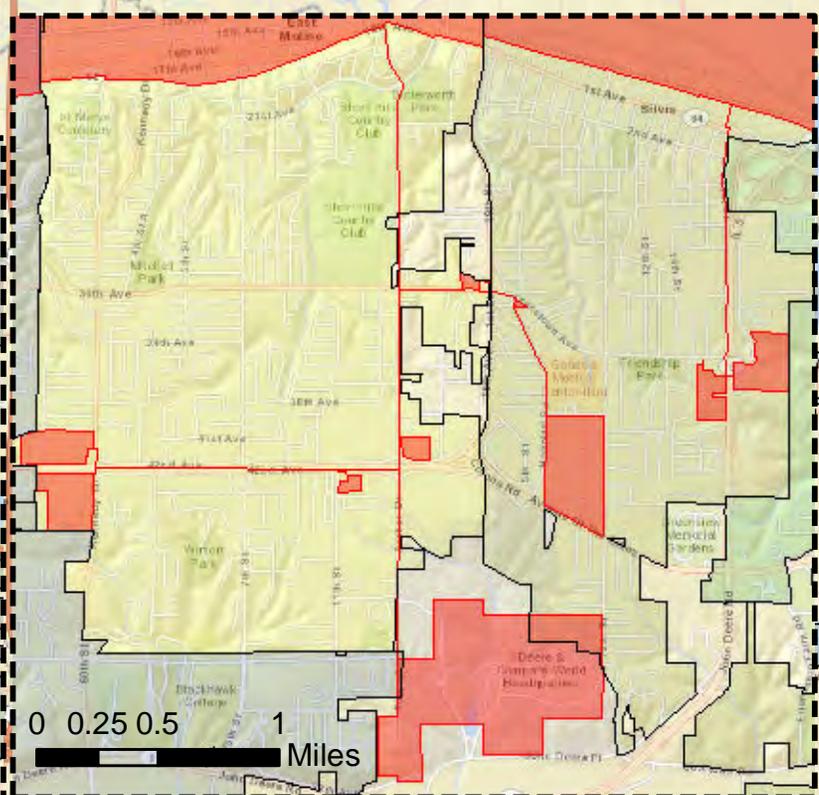
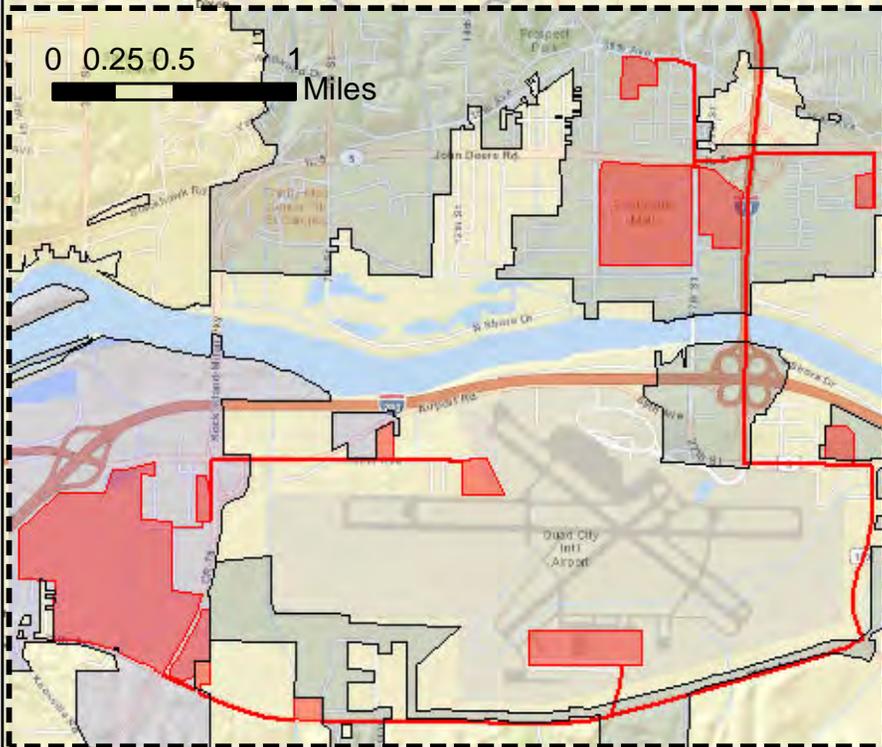


EXHIBIT “1”

Illinois Quad Cities Enterprise Zone

This amended Inter-Governmental Agreement is made and entered into this 7th day of May, 2013 by and between the City of Silvis, the City of East Moline, the City of Moline, the Village of Milan and the County of Rock Island, all in the State of Illinois, hereinafter referred to as the “Municipalities”:

WITNESSETH:

WHEREAS, the Cities of Moline, East Moline and Silvis, Illinois entered into an Inter-Governmental Agreement on December 22, 1987 (hereinafter, “the Agreement”) for the purpose of establishing an Enterprise Zone; and

WHEREAS, the County of Rock Island was included in the Illinois Quad Cities Enterprise Zone on September 27, 1999; and

WHEREAS, the Village of Milan was included in the Illinois Quad Cities Enterprise Zone on February 27, 2001; and

WHEREAS, the City of Moline has requested that the boundaries be changed to add territory within the existing Enterprise Zone; and

WHEREAS, said new territory includes property identified in the attached Exhibit “A”; and

WHEREAS, the additional territory will facilitate an increased economic benefit to the Quad Cities.

WHEREAS, pursuant to Illinois Revised Statutes 1985; Chapter 67 1/2, the City of Moline conducted a public hearing on Tuesday, April 23, 2013; and

NOW, THEREFORE, upon the consideration of the mutual promises contained herein and upon the future consideration of the recitals herein above set forth, it is hereby among the Municipalities hereto, as follows:

- A. That the attached Exhibit “A” which provides a legal description of the area of the Enterprise Zone and Exhibit “B” which provides a map of the Enterprise Zone, which Exhibits are attached to this Agreement and made a part hereof shall be understood and agreed by the parties as constituting “the area” described or precisely described in the Agreement related to the Ordinances adopting the Enterprise Zone and as constituting the “Enterprise Zone” within the meaning of said Agreement and said adopted Ordinances.
- B. In all other respects, the Agreement shall continue in full force and effect.

SIGNATURE PAGE

CITY OF EAST MOLINE, ILLINOIS

By: _____

Title: Mayor _____

Date: _____

CITY OF MOLINE, ILLINOIS

By: _____

Title: Mayor _____

Date: _____

CTY OF SILVIS, ILLINOIS

By: _____

Title: Mayor _____

Date: _____

COUNTY OF ROCK ISLAND, ILLNOIS

By: _____

Title: Chairman _____

Date: _____

VILLAGE OF MILAN, ILLINOIS

By: _____

Title: President, Board of Trustees

Date: _____

Council Bill/Ordinance No.: 4016-2013

Sponsor: _____

A SPECIAL ORDINANCE

CLOSING certain streets more particularly described herein to vehicular traffic; and

AUTHORIZING the use of public right-of-way in conjunction with the Young Life 5K Race to be held on Saturday, May 18, 2013.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1 – That this Council hereby authorizes and directs the Mayor, Director of Public Works and Police Chief to erect barricades and post temporary signs, if necessary, for the purpose of closing the following designated roadways to vehicular traffic during the specified times mentioned herein:

Saturday, May 18, 2013, from 7:00 a.m. until 11:00 a.m.

All lanes of Old River Drive from the westernmost entrance of the parking lot
to the southernmost side of River Drive

All lanes of River Drive from the easternmost side of Old River Drive
to the easternmost side of the Celebration Belle parking lot.

It shall be an offense to use said roadway for vehicular purposes during such time specified herein.

Section 2 – That this Council declares the intent of this ordinance to be a temporary variance from other ordinances that may be in conflict herewith and shall authorize the activities described hereinabove only during such times specified for the street closings and shall not constitute a repeal of other ordinances of the City of Moline which are in conflict herewith.

Section 3 – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Ordinance No.: 4017-2013

Sponsor: _____

A SPECIAL ORDINANCE

CLOSING certain streets more particularly described herein to vehicular traffic;
and

AUTHORIZING the use of public right-of-way in conjunction with the Komen Quad
Cities Race for the Cure 5K, 1.2 ML Run/Walk Special Event
scheduled for Saturday, June 8, 2013.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1 – That this Council hereby authorizes and directs the Mayor, Director of Public Works and Police Chief to erect barricades and post temporary signs, if necessary, for the purpose of closing the following designated roadways to vehicular traffic during the specified times mentioned herein:

Thursday, June 6, 2013, from 6:00 p.m. to 12 noon on Saturday, June 8, 2013

All lanes of River Drive from the easternmost side of 12th Street to the westernmost side of 15th Street

Saturday, June 8, 2013, from 6:00 a.m. to 12:30 p.m.

All lanes of River Drive from the westernmost side of 1st Street to the easternmost side of 23rd Street

All lanes of 19th Street from the northernmost side of River Drive to the northernmost side of 5th Avenue

All lanes of 4th Avenue from the easternmost side of 23rd Street to the westernmost side of 1st Street.

It shall be an offense to use said roadway for vehicular purposes during such time specified herein.

Section 2 – That this Council declares the intent of this ordinance to be a temporary variance from other ordinances that may be in conflict herewith and shall authorize the activities described hereinabove only during such times specified for the street closings and shall not constitute a repeal of other ordinances of the City of Moline which are in conflict herewith.

Section 3 – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to form:

City Attorney

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Real Estate Purchase Agreement with Vernon A. Blankenship for property located at 6113 51st Avenue, Moline, Illinois for a purchase price of \$24,000.00; and

AUTHORIZING the Mayor and City Clerk to execute a Real Estate Purchase Agreement with Thomas M. Blankenship for property located at 6115 51st Avenue, Moline, Illinois for a purchase price of \$24,000.00.

WHEREAS, the City wishes to acquire additional property in the vicinity of Green Valley Park; and

WHEREAS, Vernon A. Blankenship and Thomas M. Blankenship are the owners of the aforementioned properties and have agreed to sell and convey said properties to the City of Moline.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That the Mayor and City Clerk are hereby authorized to execute a Real Estate Purchase Agreement with Vernon A. Blankenship for property located at 6113 51st Avenue, Moline, Illinois for a purchase price of \$24,000; and that the Mayor and City Clerk to execute a Real Estate Purchase Agreement with Thomas M. Blankenship for property located at 6115 51st Avenue, Moline, Illinois for a purchase price of \$24,000; provided said agreement is substantially similar in form and content to that attached hereto as Exhibit "A," and has been approved as to form by the City Attorney.

BE IT FURTHER RESOLVED that the same officials are hereby authorized to execute all necessary documents referenced therein; and all appropriate City officers and staff are further authorized to do all things necessary to complete each of the City's responsibilities and enforce each of the City's expected benefits as referred to in such Agreement.

BE IT FURTHER RESOLVED that this resolution shall be in full force and effect upon its passage.

CITY OF MOLINE, ILLINOIS

Mayor

May 14, 2013

Date

Passed: May 14, 2013

Approved: May 21, 2013

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Location of Lots for Purchase



1 inch = 50 feet



**Quad City Area REALTOR® Association
ILLINOIS/IOWA-AGENCY DISCLOSURE NOTICE
and
CONSENT TO DUAL AGENCY**



Our Company is pleased to assist you in connection with the purchase, sale and/or lease of real estate. The following will govern the terms of your relationship with DEBRA KOCHER as its Appointed/Designated Agent to represent CITY OF MOUNE MUNICIPAL CORP

in connection with the possible purchase, sale and/or lease of real estate. Term of client shall hereafter refer to seller, buyer, landlord, tenant, optionor or optionee. Only the Appointed/Designated Agent will represent the client(s) named above (together with any additional Appointed/Designated Agent who may be designated by our company hereafter). No other broker or sales associate affiliated with our company will be acting as an agent for the client(s) named above. It is the policy of our company to offer real estate services exclusively through Appointed/Designated Agents with respect to Illinois/Iowa real estate. The Appointed/Designated Agent and other company sales associates may provide services simultaneously to other parties involving the same real estate. When representing the buyer, tenant, or optionee our company and the Appointed/Designated Agent will generally be offered and will accept a commission from the seller, landlord, or optionor or the seller, landlord, or optionor's real estate agent, who may not be a client of our company or the Appointed/Designated Agent. It is the policy of our company to reciprocate with other broker's offers to cooperate and compensate. It is also the policy of our company to neither offer subagency to or accept subagency from cooperating brokers.

DUTIES TO ALL PARTIES

- A real estate agent, including the Appointed/Designated Agent, has the following duties to all parties to a transaction, regardless of which party the agent represents:
- A. To provide real estate brokerage services to all parties to the transaction honestly and in good faith;
 - B. To diligently exercise reasonable skill and care in providing brokerage services to all parties;
 - C. To disclose to each party all material adverse facts that the agent knows, except for the following:
 - 1. Material adverse facts known by the party.
 - 2. Material adverse facts the party could discover through a reasonably diligent inspection, and which would be discovered by a reasonably prudent person under like or similar circumstances.
 - 3. Material adverse facts the disclosure of which is prohibited by law.
 - D. Material adverse facts that are known to a person who conducts an inspection on behalf of a party. A "material adverse fact" means an adverse fact that a party indicates is of such significance, or that is generally recognized by a real estate agent as being of such significance to a reasonable party, that it affects or would affect a party's decision to enter into a contract or agreement concerning a transaction, or affects or would affect a party's decision about the terms of a contract or agreement.
 - E. To account for all property coming into the possession of the agent that belongs to any party within a reasonable time of receiving the property.

DUTIES TO A CLIENT

In addition to the real estate agent's duties to all parties as provided above, a real estate agent, including the Appointed/Designated Agent, has the following duties to the agent's client(s):

- A. To place the client's interests ahead of the interests of any other party, unless the agent is acting as a disclosed dual agent, as discussed below;
- B. To disclose to the client all information known by the agent that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection;
- C. To fulfill any obligation that is within the scope of the agency agreement, except those obligations that are inconsistent with other duties that the agent has under the law;
- D. To disclose to the client any financial interests the agent or the brokerage has in any business entity to which the agent or brokerage refers a client for any service or product related to a transaction.

DUTIES OF A DISCLOSED DUAL AGENT

An Appointed/Designated Agent may legally represent both the seller, landlord, or optionor and the buyer, tenant, or optionee in a transaction, but only with the prior knowledge and the written consent of both parties. This is called "Dual Agency". The Appointed/Designated Agent will be acting as a Dual Agent when he or she represents both the owner/seller, landlord, or optionor and the prospective buyer, tenant, or optionee. This means that when the Appointed/Designated Agent is the listing agent and the selling agent, the Appointed/Designated Agent will be representing both parties simultaneously. When acting as Dual Agent, the agent has the same Duties to All Parties and Duties to A Client, as set forth above, EXCEPT, a Dual Agent may not and does not have a duty to place one client's interests ahead of the interests of the other client. Representing more than one party to a transaction may present a conflict of interest since both clients may rely upon Appointed/Designated Agent's advice and Buyer, Tenant, or Optionee and Seller's, Landlord, or Optionor respective interests may be adverse to each other. The Appointed/Designated Agent will endeavor to be impartial between both parties and will not represent the interest of either party to the exclusion or detriment of the other party. Appointed/Designated Agent will act as a dual agent only with the written consent of ALL parties in the transaction.

By signing this agreement the client agrees that the Appointed/Designated Agent may act as a Disclosed Dual Agent when the agent represents both the seller, landlord, or optionor and the buyer, tenant, or optionee. Parties are not required to participate in Disclosed Dual Agency.

ACKNOWLEDGMENT AND CONSENT TO AGENCY/DUAL AGENCY

I (We) acknowledge that I(we) have read this document, and that our company and the Appointed/Designated Agent have made full disclosure of the client(s) the Appointed/Designated Agent represents, the duties of a real estate agent to the parties, and the type of representation the agent will provide. I(We) consent to the Appointed/

Designated Agency policy and the designation of DEBRA KOCHER as our Appointed/Designated Agent. I(We) have read and understand this statement, have asked questions I(we) have deemed appropriate regarding this disclosure and agreement, and I(we) acknowledge signing and receiving a copy of this document before receiving any specific assistance from the Appointed/Designated Agent or making or accepting an offer, which ever is sooner.

IF YOU DO NOT UNDERSTAND ALL THE TERMS OF THIS DOCUMENT, SEEK LEGAL ADVICE BEFORE SIGNING.

Client's Signature(s):

Chris Mathias
Printed Name
[Signature]
Signature
Date

Printed Name

Signature Date

Appointed/Designated Agent's Signature

DEBRA KOCHER
Printed Name
[Signature] 4-9-13
Signature Date

REAL ESTATE PURCHASE AGREEMENT
 For the Exclusive Use of Members of the Quad City Area REALTOR® Association
This is a legally binding contract when fully executed by all parties.

Date Agreement Written: 4.9.13

Listing Agent: SHIRLEY BARKER

Office: BARKER ROCHE

Buyer's Agent: DEBRA ROCHE

Office: BARKER ROCHE

Disclosure Confirmations:

A. **Agency.** An agency disclosure must be made at the time specific assistance is provided to Buyer or Seller. By signing below, Buyer and Seller confirm that prior informed written disclosure of agency representation was provided to them, that they understand said representation and that the disclosure was provided prior to signing. Buyer and Seller acknowledge and agree that:

CHECK ONE:

The Listing Agent is representing the Seller and the Buyer's Agent is representing the Buyer.

The undersigned confirm that they have previously consented to _____ (Licensee), acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this document.

Buyer Initial Date

Seller Initial Date

Buyer Initial Date

Seller Initial Date

The Buyer's Agent is representing the Buyer only.

The Listing Agent is representing the Seller only.

B. **Seller Property Disclosure.** If this agreement is for a 1 to 4 unit residential property and required by law, Seller or Seller's Agent must deliver a written disclosure statement to Buyer prior to Buyer making a written offer. By signing below, Buyer confirms that Buyer has has not received and read Seller's Property Disclosure Statement. Not Applicable

C. **Lead-Based Paint Disclosure.** If this agreement is for a residential property built prior to 1978, Seller must provide Buyer with (1) an EPA-approved lead hazard information pamphlet and (2) Seller's Lead-Based Paint Disclosure Information Statement. By signing below, Buyer confirms that Buyer has has not received and read the above described documents. Not Applicable

D. **Illinois Radon Disclosure.** (for Illinois properties only) By signing below, Buyer confirms that Buyer has has not received and read radon disclosure. Not Applicable

E. Seller and Buyer request that Broker select, prepare, and complete documents allowed by law or rule, and may contact their client by telephonic or electronic communication.

[Signature] 4/9/13
Buyer Date

[Signature] 4-9-13
Seller Date

Buyer Date

Seller Date

(Seller) BLANKENSHIP 4/22/13
CM JB

The undersigned (Buyer) CITY OF MOULNE

hereby offers to purchase for the total sum of \$ 20,000 ~~24,000~~ the real estate located at:
6115 51ST AVE MOULNE, IL 61265

and legally described as follows:
LOT 13, COOEMAKERS 2ND SUBDIV

Earnest Money
Buyer hereby deposits the sum of \$ None in the form of [] cash [] check, in escrow with _____

("Escrow Agent") as Earnest Money, to be applied to the purchase price at closing. Broker will hold money in a special, non-interest bearing escrow account if an Illinois property or a special interest bearing escrow account if an Iowa property, with the interest being forwarded to the REALTOR® Foundation of Iowa, a charitable non-profit entity, or as directed and mutually agreed in writing by both Buyer and Seller. In the event any contingency is not met by the date contained in such contingency, Seller recognizes the Earnest Money will be returned to Buyer, upon agreement in writing by both parties, and this Agreement shall be void. In the event of a default by Buyer hereunder, the Earnest Money shall be paid to Seller as provided in Paragraph 18. **Earnest money will not automatically be returned or paid to any party.** In the event of any dispute as to the retention or return of the Earnest Money, the Escrow Agent shall only take such action with respect to the Earnest Money as agreed in writing by the parties, as ordered by a court of competent jurisdiction, or pursuant to Iowa Administrative Rule 139E - 13.1 or Illinois 225 ILCS 454/20-20 (h) (8). Seller and Buyer agree to indemnify, defend and hold harmless the Escrow Agent from and against any and all liabilities and claims arising out of duties as Escrow Agent.

The balance of the purchase price shall be paid as follows: 24,000 CM what is 4-22-13 JB

A. By payment of the sum of \$ 20,000 at closing, with evidence of such funds to be provided to Seller within _____ business days of Seller's acceptance of the Agreement. If such evidence is not so provided to Seller, this Agreement shall be null and void and the Earnest Money returned to Buyer; or

N/A B. Sale subject to financing. This Agreement is subject to Seller receiving from Buyer's lender by _____, 20____ a written statement of pre-approval confirming that Buyer has credit-worthiness. This Agreement is also contingent upon Buyer providing a _____ written loan commitment on the property in the amount of _____ no later than _____. If Buyer has made timely application and a loan commitment cannot be obtained by Buyer within the time provided, or if Buyer's lender does not provide such written statements, this Agreement shall be null and void and all Earnest Money shall be returned to Buyer.

In addition, the sale and purchase of the property shall be subject to the following terms and conditions: SUBJECT

TO SELLER REMOVING ALL BUILDINGS & PROPERTY OFF SITE PRIOR TO CLOSING. SUBJECT TO CITY COUNCIL APPROVAL BY MAY 15, 2013 CITY COUNCIL REQUEST CITY PERMITS FOR DEMOLITION BY SELLER.

CM Buyer's Initial(s) JB Seller's Initial(s) (Buyer(s) and Seller(s) acknowledge that they have read this page.) JB
4-22-13

1. **Closing and Possession.** Closing shall be on a mutually agreed upon date but not later than 5.31, 2013. Seller shall deliver possession concurrently with closing, UNLESS possession should occur after closing, in which case, Seller shall deliver possession to Buyer not later than Closing. Per diem liquidated damages in the amount of \$ 20. shall be paid by the Seller to the Buyer for each day the delivery of possession is beyond the agreed possession. In either event:

- (a) Possession shall be deemed delivered when Seller has vacated the property and delivers the keys to either the Buyer or the Buyer's Agent.
- (b) Necessary timely legal notices to tenants, if any, shall be given by Seller unless otherwise agreed to by the parties.
- (c) If Seller shall fail for any reason whatsoever to vacate said property on the date set forth above, the Buyer shall, in addition to all other remedies, have the right to commence any legal action or proceeding to evict and remove the Seller from the property with Seller hereby agreeing to reimburse the Buyer for all damages, reasonable attorney fees and expenses incurred by the Buyer in the enforcement of the Buyer's rights under this Agreement.

The parties agree, that nothing contained herein is intended to create a landlord and tenant relationship between them.

N/A 2. **Subject to Sale.** This offer is expressly made contingent upon Buyer entering into a binding Contract for the sale of Buyer's existing residence located at _____, 20____ and the subsequent closing of the same. Buyer agrees to list said residence for sale with a licensed real estate firm of Buyer's choice within _____ hours of acceptance of this Agreement, and to proceed with all due diligence to procure a binding Contract. In the event Buyer does not enter into a binding Contract for the sale of such existing residence by the date specified, this offer shall become null and void and the Earnest Money deposit refunded to Buyer.

N/A 3. **Option Hour Clause.** Due to the _____ contingency in Buyer's offer, it is mutually agreed that Seller may continue to offer the subject property for sale. In the event another offer which Seller wishes to accept is tendered on the subject property, Seller shall deliver to Buyer, or Buyer's Agent, written notification of Seller's intent to accept said offer and Buyer shall then have _____ hours, inclusive of weekends and holidays, from the time notification is received to eliminate _____ contingency to their offer. If the above Buyer fails to eliminate said contingency within the _____ hour period, this offer shall become void and Buyer thereby relinquishes all claim on the subject property and the Earnest Money will be refunded to Buyer.

N/A 4. **Subject to Closing.** This Agreement is expressly subject to Buyer closing the sale of Buyer's property at _____ on or before _____, 20____. If Buyer's home does not close on or before the above date, this offer will be null and void and the Earnest Money returned to Buyer.

N/A 5. **Appraisal.** Subject Property must be appraised by a state licensed or certified appraiser retained by Buyer or Buyer's lender, at or above sale price. Buyer agrees to proceed with all due diligence to obtain appraisal and agrees to provide Seller with copy of such appraisal, if appraised value is lower than the sale price. Seller may give notice to Buyer within 3 business days of receipt of appraisal, that Seller is unilaterally lowering the purchase price to equal the appraised value as determined by the appraisal and Buyer shall continue to be bound to complete this transaction, otherwise this Agreement shall become null and void and the Earnest Money shall be refunded to Buyer.

6. **Taxes, Dues, Special Assessments.** All real estate taxes and association dues shall be prorated between Buyer and Seller as of the date of closing. Any proration of real estate taxes shall be in accordance with standards adopted by the county bar association of the county where the real estate is located. Seller shall pay all special assessments that are a lien on the property as of the date of closing, and also all special assessments to be levied for improvements completed. Further, Seller shall pay all assessments of improvements for which Seller has received written notice or resolution prior to the date of this Agreement. All other assessments shall be paid by Buyer. **Utility charges will be adjusted by the parties by appropriate meter readings at or about the time of delivery or possession.**

AM
Initial(s)

Buyer's

B
Initial(s)

Seller's

(Buyer(s) and Seller(s) acknowledge that they have read this page.)

7. **Proration.** The following items, if applicable, shall be prorated as follows:
- A. Rent, if any, (with transfer in full of any security/damage deposit) at date of closing;
 - B. Other income and operation expenses, if any, at date of closing;
 - C. Proration of LP tank rental and remaining gas at date of possession;
 - D. Fees related to property (ie. Association fees, water fees) at date of possession.

8. **Condition of Property upon transfer.** Buyer acknowledges that Buyer has inspected the property, is acquainted with the condition thereof, and accepts the same under one of the following terms:

Buyer to check 1 or 2

1. "As Is" condition.
2. "As Is" except Seller affirms the heating and air conditioning system, electrical system, plumbing system, septic system (if applicable), all built-in appliances, and other mechanical equipment, included as part of the purchase price, will be in working condition as of the date of possession with the following exceptions (if none, so state) _____.
- In the event the condition of the air conditioning system cannot be determined on the date of possession, due to the season of the year, the affirmation on it shall be extended for _____ days following closing so that the air conditioning system can be properly tested. The affirmation contained herein shall survive the closing of the transaction. Notice of breach of warranty must be served upon Seller, Seller's Attorney, or Listing Agent within 48 hours after the date of possession or, if concerning the air conditioning system, within the extended term. Failure to give written notice within the specified period shall constitute a waiver of the right to recover for damages.

The property, as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by Seller in its present condition until possession, ordinary wear and tear excepted. Buyer shall be permitted to perform a walk-through inspection of the property prior to possession or closing, whichever takes place first, in order to determine that there has been no change in the condition of the property.

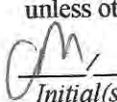
9. **Inspections.** Within seven (7) business days of acceptance of this Agreement, Buyer has the right to obtain any inspection(s) of the property by licensed inspector(s) qualified in such matters, as checked below. If Buyer fails to obtain inspections within seven (7) business days of acceptance of this Agreement, the inspection contingency shall be considered waived. **Within three (3) business days of receipt of reports, Buyer must notify Seller in writing of any deficiency identified by such inspection(s) and request any additional inspections reasonably related to such deficiency.** Within three (3) business days after receipt of request for additional inspections, the parties may, but are not required to, agree by amendment to terms and timetable for such additional inspection(s). Within three (3) business days of receipt of reports, Buyer must notify Seller in writing of any deficiency identified by such additional inspection. Within three (3) business days after the final notice of deficiencies, Seller may agree to remedy all of the deficiencies and then the contract will remain in full force and effect. In the event the Seller does not agree to remedy all deficiencies, the parties may, but are not required to, agree by amendment to terms necessary to remedy any deficiency revealed by any inspection. If terms of this amendment are not met, this Agreement shall become null and void and the Earnest Money shall be refunded to Buyer. The parties agree the following indicated inspections shall be made on the property:

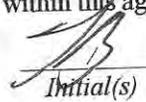
| Type of Inspection | To be paid by: | Type of Inspection | To be paid by: | Type of Inspection | To be paid by: |
|--|----------------|---|----------------|--|----------------|
| <input type="checkbox"/> Asbestos | _____ | <input type="checkbox"/> Pool | _____ | <input type="checkbox"/> Survey | _____ |
| <input type="checkbox"/> Central Air | _____ | <input type="checkbox"/> Radon | _____ | <input type="checkbox"/> Well Water Test | _____ |
| <input type="checkbox"/> Electrical | _____ | <input type="checkbox"/> Roof-Shingles | _____ | <input type="checkbox"/> Well | _____ |
| <input type="checkbox"/> Flood Certification | _____ | <input type="checkbox"/> Entire Roof | _____ | <input type="checkbox"/> Whole House with Radon | _____ |
| <input type="checkbox"/> Foundation | _____ | <input type="checkbox"/> Septic | _____ | <input type="checkbox"/> Whole House without Radon | _____ |
| <input type="checkbox"/> Furnace | _____ | <input type="checkbox"/> Septic opening and closing both inlet and outlet | _____ | <input type="checkbox"/> Other | _____ |
| <input type="checkbox"/> Mold | _____ | <input type="checkbox"/> Sewer Line | _____ | | |
| <input type="checkbox"/> Plumbing | _____ | | | | |

- Buyer waives all inspections
- Buyer waives all inspections except Wood Infestation Inspection.

10. **Home Warranty.**

1. It is agreed that the _____ (Seller/Buyer) shall provide a one (1) year _____ Home Warranty policy on the property at a cost of \$ _____.
2. There shall be no home warranty provided on this property. Buyer understands the Seller does not warrant any system unless otherwise covered within this agreement.

 Buyer's Initial(s)

 Seller's Initial(s) (Buyer(s) and Seller(s) acknowledge that they have read this page.)

11. **Wood-Infestation Report.** A. _____ (Buyer) B. _____ (Seller) C. (Not applicable) shall, at their expense, have the property inspected for termites or other wood destroying insects by a licensed pest inspector at least five (5) business days prior to closing, but no more than 30 days. **IF ACTIVE INFESTATION IS FOUND OR TREATMENT IS RECOMMENDED, THE PROPERTY SHALL BE TREATED AT THE SELLER'S EXPENSE.** If damage due to infestation, either present or prior, is discovered, the property shall be repaired at Seller's expense, providing that the cost of such repairs does not exceed \$ _____.

If such repairs exceed the aforesaid amount, Buyer either agrees to pay the cost of repairs in excess of the aforesaid amount or declares this Agreement to be null and void, and the Earnest Money shall be refunded to Buyer. All reports, notifications, agreements, and elections under this paragraph shall be in writing and given as soon as practicable prior to closing.

12. **Fixtures.** All fixtures presently installed on the property, including but not limited to: window shades and blinds, rods, brackets, and awnings, all attached carpeting; existing storm and screen windows and doors; all attached cooling, heating, plumbing and electrical systems; all planted vegetation; sump pump; ceiling fans; and garage door openers and all remote units, fencing and transmitters shall be left by the Seller in or upon the property exactly as they are as of the date of this Agreement and shall be deemed a part of the real estate and, title thereto shall pass to the Buyer at closing, with the following exceptions:

None

Any "fixtures" reserved by the Seller must be removed by the Seller prior to possession and are excluded from this Agreement. Seller agrees to remove all debris and all personal property not included herein from the property by possession date.

13. **Evidence of Title.** If the property is located in Iowa, the Seller shall deliver a merchantable Abstract of Title showing merchantable title of record to the real estate in Seller's name and certified to a current date by an abstractor regularly doing business in the county where the property is located.

If the property is located in Illinois, the Seller shall either deliver: (a) a merchantable Abstract of Title showing merchantable title of record to the real estate in Seller's name and certified to a current date by an abstractor regularly doing business in the county where the property is located; or, (b) a Commitment for Title Insurance issued by a title insurance company regularly doing business in the county where the property is located, committing the company to issue an owner's policy in the usual form insuring merchantable title to the real estate in Buyer's name for the amount of the purchase price.

If title evidence discloses exceptions other than those permitted under the rules for examination of title adopted by the local County Bar Association, Buyer or Buyer's Attorney shall give written notice of such exceptions to Seller within 30 days of receipt of the title commitment or abstract of title. Seller shall have 30 days to have such title exceptions removed, or, any such exception which may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If Seller is unable to cure such exception, then Buyer shall have the option to terminate this Agreement in which case Buyer shall be entitled to refund of the Earnest Money. In Illinois, furnishing a title insurance policy insuring over an exception shall constitute a cure of such exception. In Iowa, furnishing an Iowa Title Guaranty policy insuring over an exception shall constitute a cure of such exception.

14. **Conveyance of Title and Documents of Sale:** At closing Seller shall deliver either:
- (a) A warranty deed or fiduciary's deed, if applicable, to Purchaser, or such party or parties as Purchaser may direct, conveying title together with such other documents as may be required to record the deed, transfer personal property, if any, and protect Purchaser from mechanics' liens; or
 - (b) In the event that Seller Financing applies to this agreement, then the executed Agreement for Deed or Contract for Deed shall be delivered and exchanged at closing.


Initial(s)

Buyer's


Initial(s)

Seller's

(Buyer(s) and Seller(s) acknowledge that they have read this page.)

15. **Insurance/Risk of Loss.** Seller shall bear the risk or loss of damage to the property prior to closing or possession, whichever first occurs. Seller agrees to maintain existing insurance and Buyer may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void, unless otherwise agreed by the parties. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing. Provided, however, Buyer shall have the option to complete the closing and receive all insurance proceeds regardless of the extent of the damage. If property is located in the State of Illinois, this agreement shall be subject to the Illinois Uniform Vendor and Buyer Act.
16. **Dwelling Code Violations.** Seller expressly warrants that, prior to the execution of this instrument, Seller has not received any notice by any city, village, or governmental authority of any existing dwelling code violations in the dwelling structure upon the property herein described.
17. **Entire Contract.** This Agreement including any riders indicated in paragraph 21 constitutes the entire Agreement between the parties and there are no oral representations, warranties, or covenants other than those set forth herein and on any riders attached. This Agreement may be modified only by amendment or initialed and dated where modified.
18. **Defaults/Remedies.**
- (a) If Buyer fails to make any payment or to perform any obligation imposed upon Buyer by this Agreement, Seller may serve written notice of default upon Buyer, Buyer's agent, or Buyer's attorney and if such specified default is not corrected within five (5) business days thereafter, Seller, subject to the terms of any listing agreement, may accept the Earnest Money and any additional down payment as damages or may pursue any available legal remedy including specific performance.
 - (b) In the event Seller fails to perform any obligation imposed upon Seller by this Agreement, Buyer may serve written notice of default upon Seller, Seller's agent, or Seller's attorney and if such default is not corrected within five (5) business days thereafter, Earnest Money and any additional down payment deposit shall be refunded to Buyer without prejudicing the Buyer's right to any available legal remedy including specific performance.
 - (c) In the event of default, the defaulting party shall be liable to the other party for reasonable attorney fees and expenses incurred by reason of the default.
19. **Notice.** All notices required pursuant to this Agreement shall be in writing and signed by the party or the party's agent (an "agent" shall be any person or persons designated in writing as such by a party and any attorney representing said party) and shall be given to the other party or that party's agent by:
- (a) Personally served upon the other party or that party's agent, in which case notice shall be effective upon the date of delivery;
 - (b) By electronic transmission to the other party or that party's agent, in which case notice shall be effective on the date of the electronic transmission; or
 - (c) Certified or registered mail, return receipt requested, and sent to the address of the party set forth herein, in which case notice shall be effective on the date of mailing.
- Notice to any one party of a multiple person party shall be sufficient notice to all.
20. **Electronic Transmission.** For the purpose of negotiating and finalizing this Agreement, any document transmitted electronically shall be treated in all manner and respects as an original document. The signature of any party shall be considered an original signature and any such electronic document shall be considered to have the same binding legal effect as an original document.

 Buyer's
Initial(s)

 Seller's
Initial(s)

(Buyer(s) and Seller(s) acknowledge that they have read this page.)



QUAD CITY AREA REALTOR® ASSOCIATION



MOLD DISCLOSURE

Printed Name(s) of Seller(s) THOMAS M. BLANKENSHIP

Printed Name(s) of Buyer(s) _____

Property Address 6115 51st AVE MOLLINA IL 61265

Seller's Initials

1. **SELLER DISCLOSURE.** To the best of Seller's actual knowledge, Seller represents:
- a. The Property described herein has has not been previously tested for molds;
Note: If answer to a. is "has not", then skip b, and c, and go to Section #2.
If answer to a. is "has", then complete b, and c.
 - b. The molds found were were not identified as toxic molds;
 - c. With regard to any molds that were found, measures were were not taken to remove those molds.

Buyers Initials

2. **MOLD INSPECTIONS.** Molds, funguses, mildew, and similar organisms may exist in the Property of which the Seller is unaware and has no actual knowledge. These contaminants generally grow in places where there is excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding. A professional home inspection may not disclose molds. Buyer may wish to obtain an inspection specifically for molds to more fully determine the condition of the Property and its environmental status. Neither Seller's agents nor Buyer's agents are experts in the field of mold. The Buyers are strongly encouraged to satisfy themselves as to the Property condition.

Buyers Initials

3. **HOLD HARMLESS.** Buyer makes the decision to purchase the Property independent of any representation of the Agents or Brokers involved in the transaction regarding mold. Accordingly, Buyer agrees to indemnify and hold DARKER ROENE REAL ESTATE SHIRLEY ROCHER BARKER (print names of Brokers and Designated Agents) harmless in the event any mold is present on the Property.

Buyers Initials

4. Seller and Buyer have read this Mold Disclosure and by their signature hereon acknowledge receipt of a copy thereof.

5. **PROFESSIONAL ADVICE.** Seller and Buyer execute this Disclosure with the understanding that they should consult with a professional of their choice regarding any questions or concerns before its execution.

Seller: Thomas Blankenship Date: 1-17-13

Seller: _____ Date: _____

Buyer: [Signature] Date: 4/9/13

Buyer: _____ Date: _____



| | | | |
|--|----------------------------|------------------------------|---------------------|
| MLS #: 4140169 | St: Active | Cat: Lots/Acres/Farms | LP: \$24,750 |
| Area: 43 Moline | Type: Lots | | |
| Addr: 6115 51ST AVE | IL Zip Code: 61265 | | |
| City: Moline | Cnty: Rock Island | | |
| Subd: Covemakers | Total Acres: | | |
| Lot Size: 70 x 150 | # of Lots: | | |
| Ann Taxes: \$856.28 / 2011 | Zoning: Residential | | |
| Exemptions: | | | |
| Elem School: | | | |
| Middle School: | | | |
| High School: Moline | | | |
| Parcel ID: 077965 | | | |
| Legal: Lot 13, Covemakers 2nd Sub Div | | | |

Virtual Tour

Directions: South on 60th ST off John Deere Rd to 51st Ave

| | | |
|---|---|---------------------------------|
| Ann Mand HOA Fee: | Certificate of Zoning: | Flood Insurance: Yes |
| Tillable Acres: | Corn Suitability Rating/PI: | CRP: |
| Pasture Acres: | Zoned residential with well. | |
| Lot Description: Level | Land/Topography: Level | Road/Access: Gravel |
| Miscellaneous: | Utilities Available: Electricity/Underground | Water/Sewer: Common Well |
| Bldg Improvements: Other Building Imprvmnts | Association Fee Incl: | Financing: Cash |
| Showing: Call Listing Agent | Possession: At Closing | Info. On: Plat in Office |
| Owner: Blankenship | Phone: | Also Ref MLS#: |
| LO: Barker Roche Real Estate | Office: (309) 762-6142 | Fax: 309 762 6322 |
| LA: Shirley Barker | Home: (309) 762-6142 | Appt: |
| LA Email: barkersells@mchsi.com | CLO: | Cell: |
| CLA: | OLC | Cell: LD: 1/17/2013 |
| OLA: | Dual/Var: No | Cell: XD: 1/17/2014 |
| Compensation: 2.80 | List Type: Exclusive Right to Sell | |
| Original Price: \$24,750 | Selling Agent: | Co-Selling Agent: |
| Sold Price: | Selling Office: | Co-Selling Office: |
| Closing Date: | Contract Date: | DOM: 82 How Sold: |
| | | Concessions: |

7
 Change
 to 24,000.00
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Quad City Area REALTOR® Association
ILLINOIS/IOWA-AGENCY DISCLOSURE NOTICE



and
CONSENT TO DUAL AGENCY

Our Company is pleased to assist you in connection with the purchase, sale and/or lease of real estate. The following will govern the terms of your relationship with SHIRLEY ROCHE BARKER as its Appointed/Designated Agent to represent THOMAS M BLANKENSHIP

in connection with the possible purchase, sale and/or lease of real estate. Term of client shall hereafter refer to seller, buyer, landlord, tenant, optionor or optionee. Only the Appointed/Designated Agent will represent the client(s) named above (together with any additional Appointed/Designated Agent who may be designated by our company hereafter). No other broker or sales associate affiliated with our company will be acting as an agent for the client(s) named above. It is the policy of our company to offer real estate services exclusively through Appointed/Designated Agents with respect to Illinois/Iowa real estate. The Appointed/Designated Agent and other company sales associates may provide services simultaneously to other parties involving the same real estate. When representing the buyer, tenant, or optionee our company and the Appointed/Designated Agent will generally be offered and will accept a commission from the seller, landlord, or optionor or the seller, landlord, or optionor's real estate agent, who may not be a client of our company or the Appointed/Designated Agent. It is the policy of our company to reciprocate with other broker's offers to cooperate and compensate. It is also the policy of our company to neither offer subagency to or accept subagency from cooperating brokers.

DUTIES TO ALL PARTIES

- A real estate agent, including the Appointed/Designated Agent, has the following duties to all parties to a transaction, regardless of which party the agent represents:
- A. To provide real estate brokerage services to all parties to the transaction honestly and in good faith;
 - B. To diligently exercise reasonable skill and care in providing brokerage services to all parties;
 - C. To disclose to each party all material adverse facts that the agent knows, except for the following:
 - 1. Material adverse facts known by the party.
 - 2. Material adverse facts the party could discover through a reasonably diligent inspection, and which would be discovered by a reasonably prudent person under like or similar circumstances.
 - 3. Material adverse facts the disclosure of which is prohibited by law.
 - D. Material adverse facts that are known to a person who conducts an inspection on behalf of a party. A "material adverse fact" means an adverse fact that a party indicates is of such significance, or that is generally recognized by a real estate agent as being of such significance to a reasonable party, that it affects or would affect a party's decision to enter into a contract or agreement concerning a transaction, or affects or would affect a party's decision about the terms of a contract or agreement.
 - E. To account for all property coming into the possession of the agent that belongs to any party within a reasonable time of receiving the property.

DUTIES TO A CLIENT

- In addition to the real estate agent's duties to all parties as provided above, a real estate agent, including the Appointed/Designated Agent, has the following duties to the agent's client(s):
- A. To place the client's interests ahead of the interests of any other party, unless the agent is acting as a disclosed dual agent, as discussed below;
 - B. To disclose to the client all information known by the agent that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection;
 - C. To fulfill any obligation that is within the scope of the agency agreement, except those obligations that are inconsistent with other duties that the agent has under the law;
 - D. To disclose to the client any financial interests the agent or the brokerage has in any business entity to which the agent or brokerage refers a client for any service or product related to a transaction.

DUTIES OF A DISCLOSED DUAL AGENT

An Appointed/Designated Agent may legally represent both the seller, landlord, or optionor and the buyer, tenant, or optionee in a transaction, but only with the prior knowledge and the written consent of both parties. This is called "Dual Agency". The Appointed/Designated Agent will be acting as a Dual Agent when he or she represents both the owner/seller, landlord, or optionor and the prospective buyer, tenant, or optionee. This means that when the Appointed/Designated Agent is the listing agent and the selling agent, the Appointed/Designated Agent will be representing both parties simultaneously. When acting as Dual Agent, the agent has the same Duties to All Parties and Duties to A Client, as set forth above. EXCEPT, a Dual Agent may not and does not have a duty to place one client's interests ahead of the interests of the other client. Representing more than one party to a transaction may present a conflict of interest since both clients may rely upon Appointed/Designated Agent's advice and Buyer, Tenant, or Optionee and Seller's, Landlord, or Optionor respective interests may be adverse to each other. The Appointed/Designated Agent will endeavor to be impartial between both parties and will not represent the interest of either party to the exclusion or detriment of the other party. Appointed/Designated Agent will act as a dual agent only with the written consent of ALL parties in the transaction.

By signing this agreement the client agrees that the Appointed/Designated Agent may act as a Disclosed Dual Agent when the agent represents both the seller, landlord, or optionor and the buyer, tenant, or optionee. Parties are not required to participate in Disclosed Dual Agency.

ACKNOWLEDGMENT AND CONSENT TO AGENCY/DUAL AGENCY

I (We) acknowledge that I(we) have read this document, and that our company and the Appointed/Designated Agent have made full disclosure of the client(s) the Appointed/Designated Agent represents, the duties of a real estate agent to the parties, and the type of representation the agent will provide. I(We) consent to the Appointed/

Designated Agency policy and the designation of SHIRLEY ROCHE BARKER as our Appointed/Designated Agent. I(We) have read and understand this statement, have asked questions I(we) have deemed appropriate regarding this disclosure and agreement, and I(we) acknowledge signing and receiving a copy of this document before receiving any specific assistance from the Appointed/Designated Agent or making or accepting an offer, which ever is sooner.

IF YOU DO NOT UNDERSTAND ALL THE TERMS OF THIS DOCUMENT, SEEK LEGAL ADVICE BEFORE SIGNING.

Client's Signature(s): THOMAS M. BLANKENSHIP Appointed/Designated Agent's Signature SHIRLEY ROCHE BARKER
Printed Name
Thomas M. Blankenship 1/16/13 Signature Shirley Roche Barker 1/17/201. Date
Signature _____ Date _____

Disclosure of Information & Acknowledgment Form - Lead-Based Paint and/or Lead-Based Paint Hazards -

(Seller(s) must read, initial and sign prior to signing Listing Agreement. Purchaser(s) must read, initial and sign prior to signing Purchase Agreement. Seller and Purchaser agree that this form shall be an attachment to any Purchase Agreement between them for this property.)

Property Address: 6115 51st AVE MOUND, FL 32665

LEAD WARNING STATEMENT:

Every Purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Purchaser with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE (Seller(s) MUST Initial Both A and B, and Check (i) or (ii) under Both A and B):

TB 1 A. Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
 (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

TB 1 (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

 B. Records and Reports available to the Seller (check (i) or (ii) below):
 (i) Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

PURCHASER'S ACKNOWLEDGMENT (Purchaser(s) MUST Initial C and Check (i) or (ii) under C. Purchaser(s) MUST Initial Both D and E and Check (i) or (ii) under E):

CM 1 C. (i) Purchaser has received copies of all information listed above, OR
 (ii) No records or reports were available.

CM 1 D. Purchaser has received the pamphlet Protect Your Family From Lead in Your Home.

CM 1 E. Purchaser has (check (i) or (ii) below):
 (i) Received a 10 calendar day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR
 (ii) Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGMENT (Listing Agent (LA) and Selling Agent (SA) MUST Initial as Noted):

SRB F. Listing Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

LB G. The Listing Agent and Selling Agent whose initials appear on this form have assured compliance with the Lead-Based Paint Disclosure requirements by the use and completion of this disclosure form.

CERTIFICATION OF ACCURACY:

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

 Seller Date 1-16-13

 Purchaser Date 4/2/13

 Seller Date 4/17/2013
 Listing Agent Date

 Purchaser Date 4.9.13
 Selling Agent Date



Quad City Area REALTOR® Association
DISCLOSURE OF INFORMATION ON RADON HAZARDS
 (For Residential Real Property Sales or Purchases in Illinois)



Property Address: 6115 51st AVE T.B. IL 61765
 (Seller(s): Please print property address including City, State and Zip Code)

Radon Warning Statement

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Seller's Disclosure (initial each of the following which applies)

- / (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain).
- / (b) Seller has provided the purchaser with all available records and reports pertaining to elevated radon concentrations within the dwelling.
- T.B. / (c) Seller has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.
- T.B. / (d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

Purchaser's Acknowledgment (initial each of the following which applies)

- CM (e) (i) Purchaser has received copies of all reports listed above.
 (ii) No records or reports were available.
- WM (f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgement (initial if applicable)

- SRB (g) Agent has informed the seller of the seller's obligations under Illinois law.

Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

Thomas Becker 1-17-13 [Signature] 4/9/13
 Seller Date Buyer Date

Shirley Rene Becker 1/17/13 [Signature] 4-9-13
 Seller Date Buyer Date
[Signature] Date [Signature] Date
 Agent Date Agent Date

BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY SELLER CREATES LEGAL OBLIGATIONS ON SELLER THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: 6115 51st. AVE, 1
 City, State & Zip Code: MOHILE IL 61265
 Seller's Name: Thomas Blankenship

This report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of 1-17, 2013, and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

In this form, "am aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property. The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" (correct), "no" (incorrect) or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation, in the additional information area of this form.

- | YES | NO | N/A | |
|------------------------------|--------------------------|-------------------------------------|--|
| 1. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Seller has occupied the property within the last 12 months. (No explanation is needed.) |
| 2. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of flooding or recurring leakage problems in the crawlspace or basement. |
| 3. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property. |
| 4. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of material defects in the basement or foundation (including cracks and bulges). |
| 5. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of leaks or material defects in the roof, ceilings or chimney. |
| 6. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of material defects in the walls or floors. |
| 7. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of material defects in the electrical system. |
| 8. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool). |
| 9. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of material defects in the well or well equipment. |
| 10. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of unsafe conditions in the drinking water. |
| 11. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of material defects in the heating, air conditioning, or ventilating systems. |
| 12. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of material defects in the fireplace or woodburning stove. |
| 13. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of material defects in the septic, sanitary sewer, or other disposal system. |
| 14. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of unsafe concentrations of radon on the premises. |
| 15. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises. |
| 16. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises. |
| 17. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises. |
| 18. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of current infestations of termites or other wood boring insects. |
| 19. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of a structural defect caused by previous infestations of termites or other wood boring insects. |
| 20. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of underground fuel storage tanks on the property. |
| 21. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of boundary or lot line disputes. |
| 22. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected. |
| 23. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware that this property has been used for the manufacture of methamphetamine as defined in Section 10 of the Methamphetamine Control and Community Protection Act. |

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected.

If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary:

THE SELLER HAVE NOT OCCUPIED THIS PROPERTY, USED AS STORAGE

Check here if additional pages used:

Seller certifies that seller has prepared this statement and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

Seller: Thomas Blankenship Date: 1-17-13
 Seller: _____ Date: _____

(Seller) BLANKSHIP

The undersigned (Buyer) CITY OF MOHAWE (MUNICIPAL CORP)

hereby offers to purchase for the total sum of \$ 20,000 ~~24,000~~ the real estate located at: 6113 51ST RD MOHAWE, IL 61265 4/22/13 VAB 4-9-13

and legally described as follows:
LOT 12, CODEMAKERS 2ND SUB DIV

Earnest Money
Buyer hereby deposits the sum of \$ NONE in the form of [] cash [] check, in escrow with _____ ("Escrow Agent") as Earnest Money, to be applied to the purchase price at closing. Broker will hold money in a special, non-interest bearing escrow account if an Illinois property or a special interest bearing escrow account if an Iowa property, with the interest being forwarded to the REALTOR® Foundation of Iowa, a charitable non-profit entity, or as directed and mutually agreed in writing by both Buyer and Seller. In the event any contingency is not met by the date contained in such contingency, Seller recognizes the Earnest Money will be returned to Buyer, upon agreement in writing by both parties, and this Agreement shall be void. In the event of a default by Buyer hereunder, the Earnest Money shall be paid to Seller as provided in Paragraph 18. **Earnest money will not automatically be returned or paid to any party.** In the event of any dispute as to the retention or return of the Earnest Money, the Escrow Agent shall only take such action with respect to the Earnest Money as agreed in writing by the parties, as ordered by a court of competent jurisdiction, or pursuant to Iowa Administrative Rule 139E - 13.1 or Illinois 225 ILCS 454/20-20 (h) (8). Seller and Buyer agree to indemnify, defend and hold harmless the Escrow Agent from and against any and all liabilities and claims arising out of duties as Escrow Agent.

The balance of the purchase price shall be paid as follows:
 A. By payment of the sum of \$ 20,000 ~~24,000~~ at closing, with evidence of such funds to be provided to Seller within _____ business days of Seller's acceptance of the Agreement. If such evidence is not so provided to Seller, this Agreement shall be null and void and the Earnest Money returned to Buyer; or
N/A B. Sale subject to financing. This Agreement is subject to Seller receiving from Buyer's lender by _____, 20____ a written statement of pre-approval confirming that Buyer has credit-worthiness. This Agreement is also contingent upon Buyer providing a _____ written loan commitment on the property in the amount of _____ no later than _____. If Buyer has made timely application and a loan commitment cannot be obtained by Buyer within the time provided, or if Buyer's lender does not provide such written statements, this Agreement shall be null and void and all Earnest Money shall be returned to Buyer.

In addition, the sale and purchase of the property shall be subject to the following terms and conditions: SUBJECT TO SELLER REMOVING ALL BUILDINGS & PROPERTY OFF SITE PRIOR TO CLOSING. SUBJECT TO CITY COUNCIL APPROVAL BY MAY 15, 2013. CITY COUNCIL REQUEST CITY PERMITS FOR DEMOLITION BY SELLER.

CM Buyer's Initial(s) VAB Seller's Initial(s) (Buyer(s) and Seller(s) acknowledge that they have read this page.)
4-22-13

1. **Closing and Possession.** Closing shall be on a mutually agreed upon date but not later than 5.31, 2013. Seller shall deliver possession concurrently with closing, UNLESS possession should occur after closing, in which case, Seller shall deliver possession to Buyer not later than CLOSING. Per diem liquidated damages in the amount of \$ 20.- shall be paid by the Seller to the Buyer for each day the delivery of possession is beyond the agreed possession. In either event:

- (a) Possession shall be deemed delivered when Seller has vacated the property and delivers the keys to either the Buyer or the Buyer's Agent.
- (b) Necessary timely legal notices to tenants, if any, shall be given by Seller unless otherwise agreed to by the parties.
- (c) If Seller shall fail for any reason whatsoever to vacate said property on the date set forth above, the Buyer shall, in addition to all other remedies, have the right to commence any legal action or proceeding to evict and remove the Seller from the property with Seller hereby agreeing to reimburse the Buyer for all damages, reasonable attorney fees and expenses incurred by the Buyer in the enforcement of the Buyer's rights under this Agreement.

The parties agree, that nothing contained herein is intended to create a landlord and tenant relationship between them.

N/A 2. **Subject to Sale.** This offer is expressly made contingent upon Buyer entering into a binding Contract for the sale of Buyer's existing residence located at _____ by 12:00 midnight on _____, 20____ and the subsequent closing of the same. Buyer agrees to list said residence for sale with a licensed real estate firm of Buyer's choice within _____ hours of acceptance of this Agreement, and to proceed with all due diligence to procure a binding Contract. In the event Buyer does not enter into a binding Contract for the sale of such existing residence by the date specified, this offer shall become null and void and the Earnest Money deposit refunded to Buyer.

N/A 3. **Option Hour Clause.** Due to the _____ contingency in Buyer's offer, it is mutually agreed that Seller may continue to offer the subject property for sale. In the event another offer which Seller wishes to accept is tendered on the subject property, Seller shall deliver to Buyer, or Buyer's Agent, written notification of Seller's intent to accept said offer and Buyer shall then have _____ hours, inclusive of weekends and holidays, from the time notification is received to eliminate _____ contingency to their offer. If the above Buyer fails to eliminate said contingency within the _____ hour period, this offer shall become void and Buyer thereby relinquishes all claim on the subject property and the Earnest Money will be refunded to Buyer.

N/A 4. **Subject to Closing.** This Agreement is expressly subject to Buyer closing the sale of Buyer's property at _____ on or before _____, 20____. If Buyer's home does not close on or before the above date, this offer will be null and void and the Earnest Money returned to Buyer.

N/A 5. **Appraisal.** Subject Property must be appraised by a state licensed or certified appraiser retained by Buyer or Buyer's lender, at or above sale price. Buyer agrees to proceed with all due diligence to obtain appraisal and agrees to provide Seller with copy of such appraisal, if appraised value is lower than the sale price. Seller may give notice to Buyer within 3 business days of receipt of appraisal, that Seller is unilaterally lowering the purchase price to equal the appraised value as determined by the appraisal and Buyer shall continue to be bound to complete this transaction, otherwise this Agreement shall become null and void and the Earnest Money shall be refunded to Buyer.

6. **Taxes, Dues, Special Assessments.** All real estate taxes and association dues shall be prorated between Buyer and Seller as of the date of closing. Any proration of real estate taxes shall be in accordance with standards adopted by the county bar association of the county where the real estate is located. Seller shall pay all special assessments that are a lien on the property as of the date of closing, and also all special assessments to be levied for improvements completed. Further, Seller shall pay all assessments of improvements for which Seller has received written notice or resolution prior to the date of this Agreement. All other assessments shall be paid by Buyer. **Utility charges will be adjusted by the parties by appropriate meter readings at or about the time of delivery or possession.**

CM Buyer's Initial(s) VAR Seller's Initial(s) (Buyer(s) and Seller(s) acknowledge that they have read this page.)

7. **Proration.** The following items, if applicable, shall be prorated as follows:
- A. Rent, if any, (with transfer in full of any security/damage deposit) at date of closing;
 - B. Other income and operation expenses, if any, at date of closing;
 - C. Proration of LP tank rental and remaining gas at date of possession;
 - D. Fees related to property (ie. Association fees, water fees) at date of possession.
8. **Condition of Property upon transfer.** Buyer acknowledges that Buyer has inspected the property, is acquainted with the condition thereof, and accepts the same under one of the following terms:

Buyer to check 1 or 2

1. "As Is" condition.

N/A 2. "As Is" except Seller affirms the heating and air conditioning system, electrical system, plumbing system, septic system (if applicable), all built-in appliances, and other mechanical equipment, included as part of the purchase price, will be in working condition as of the date of possession with the following exceptions (if none, so state) _____.

In the event the condition of the air conditioning system cannot be determined on the date of possession, due to the season of the year, the affirmation on it shall be extended for _____ days following closing so that the air conditioning system can be properly tested. The affirmation contained herein shall survive the closing of the transaction. Notice of breach of warranty must be served upon Seller, Seller's Attorney, or Listing Agent within 48 hours after the date of possession or, if concerning the air conditioning system, within the extended term. Failure to give written notice within the specified period shall constitute a waiver of the right to recover for damages.

The property, as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by Seller in its present condition until possession, ordinary wear and tear excepted. Buyer shall be permitted to perform a walk-through inspection of the property prior to possession or closing, whichever takes place first, in order to determine that there has been no change in the condition of the property.

9. **Inspections.** Within seven (7) business days of acceptance of this Agreement, Buyer has the right to obtain any inspection(s) of the property by licensed inspector(s) qualified in such matters, as checked below. If Buyer fails to obtain inspections within seven (7) business days of acceptance of this Agreement, the inspection contingency shall be considered waived. **Within three (3) business days of receipt of reports, Buyer must notify Seller in writing of any deficiency identified by such inspection(s) and request any additional inspections reasonably related to such deficiency.** Within three (3) business days after receipt of request for additional inspections, the parties may, but are not required to, agree by amendment to terms and timetable for such additional inspection(s). Within three (3) business days of receipt of reports, Buyer must notify Seller in writing of any deficiency identified by such additional inspection. Within three (3) business days after the final notice of deficiencies, Seller may agree to remedy all of the deficiencies and then the contract will remain in full force and effect. In the event the Seller does not agree to remedy all deficiencies, the parties may, but are not required to, agree by amendment to terms necessary to remedy any deficiency revealed by any inspection. If terms of this amendment are not met, this Agreement shall become null and void and the Earnest Money shall be refunded to Buyer. The parties agree the following indicated inspections shall be made on the property:

| Type of Inspection | To be paid by: | Type of Inspection | To be paid by: | Type of Inspection | To be paid by: |
|--|----------------|---|----------------|--|----------------|
| <input type="checkbox"/> Asbestos | _____ | <input type="checkbox"/> Pool | _____ | <input type="checkbox"/> Survey | _____ |
| <input type="checkbox"/> Central Air | _____ | <input type="checkbox"/> Radon | _____ | <input type="checkbox"/> Well Water Test | _____ |
| <input type="checkbox"/> Electrical | _____ | <input type="checkbox"/> Roof-Shingles | _____ | <input type="checkbox"/> Well | _____ |
| <input type="checkbox"/> Flood Certification | _____ | <input type="checkbox"/> Entire Roof | _____ | <input type="checkbox"/> Whole House with Radon | _____ |
| <input type="checkbox"/> Foundation | _____ | <input type="checkbox"/> Septic | _____ | <input type="checkbox"/> Whole House without Radon | _____ |
| <input type="checkbox"/> Furnace | _____ | <input type="checkbox"/> Septic opening and closing both inlet and outlet | _____ | <input type="checkbox"/> Other | _____ |
| <input type="checkbox"/> Mold | _____ | <input type="checkbox"/> Sewer Line | _____ | | |
| <input type="checkbox"/> Plumbing | _____ | | | | |

- Buyer waives all inspections
- Buyer waives all inspections except Wood Infestation Inspection.

10. **Home Warranty.**

- N/A* 1. It is agreed to that the _____ (Seller/Buyer) shall provide a one (1) year _____ Home Warranty policy on the property at a cost of \$ _____.
- ✓* 2. There shall be no home warranty provided on this property. Buyer understands the Seller does not warrant any system unless otherwise covered within this agreement.

JM
Initial(s)

Buyer's

[Signature]
Initial(s)

Seller's

(Buyer(s) and Seller(s) acknowledge that they have read this page.)

11. **Wood-Infestation Report.** A. _____ (Buyer) B. _____ (Seller) C. (Not applicable) shall, at their expense, have the property inspected for termites or other wood destroying insects by a licensed pest inspector at least five (5) business days prior to closing, but no more than 30 days. **IF ACTIVE INFESTATION IS FOUND OR TREATMENT IS RECOMMENDED, THE PROPERTY SHALL BE TREATED AT THE SELLER'S EXPENSE.** If damage due to infestation, either present or prior, is discovered, the property shall be repaired at Seller's expense, providing that the cost of such repairs does not exceed \$ _____.

If such repairs exceed the aforesaid amount, Buyer either agrees to pay the cost of repairs in excess of the aforesaid amount or declares this Agreement to be null and void, and the Earnest Money shall be refunded to Buyer. All reports, notifications, agreements, and elections under this paragraph shall be in writing and given as soon as practicable prior to closing.

12. **Fixtures.** All fixtures presently installed on the property, including but not limited to: window shades and blinds, rods, brackets, and awnings, all attached carpeting; existing storm and screen windows and doors; all attached cooling, heating, plumbing and electrical systems; all planted vegetation; sump pump; ceiling fans; and garage door openers and all remote units, fencing and transmitters shall be left by the Seller in or upon the property exactly as they are as of the date of this Agreement and shall be deemed a part of the real estate and, title thereto shall pass to the Buyer at closing, with the following exceptions:

None

Any "fixtures" reserved by the Seller must be removed by the Seller prior to possession and are excluded from this Agreement. **Seller agrees to remove all debris and all personal property not included herein from the property by possession date.**

13. **Evidence of Title.** If the property is located in Iowa, the Seller shall deliver a merchantable Abstract of Title showing merchantable title of record to the real estate in Seller's name and certified to a current date by an abstractor regularly doing business in the county where the property is located.

If the property is located in Illinois, the Seller shall either deliver: (a) a merchantable Abstract of Title showing merchantable title of record to the real estate in Seller's name and certified to a current date by an abstractor regularly doing business in the county where the property is located; or, (b) a Commitment for Title Insurance issued by a title insurance company regularly doing business in the county where the property is located, committing the company to issue an owner's policy in the usual form insuring merchantable title to the real estate in Buyer's name for the amount of the purchase price.

If title evidence discloses exceptions other than those permitted under the rules for examination of title adopted by the local County Bar Association, Buyer or Buyer's Attorney shall give written notice of such exceptions to Seller within 30 days of receipt of the title commitment or abstract of title. Seller shall have 30 days to have such title exceptions removed, or, any such exception which may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If Seller is unable to cure such exception, then Buyer shall have the option to terminate this Agreement in which case Buyer shall be entitled to refund of the Earnest Money. In Illinois, furnishing a title insurance policy insuring over an exception shall constitute a cure of such exception. In Iowa, furnishing an Iowa Title Guaranty policy insuring over an exception shall constitute a cure of such exception.

14. **Conveyance of Title and Documents of Sale:** At closing Seller shall deliver either:
- (a) A warranty deed or fiduciary's deed, if applicable, to Purchaser, or such party or parties as Purchaser may direct, conveying title together with such other documents as may be required to record the deed, transfer personal property, if any, and protect Purchaser from mechanics' liens; or
 - (b) In the event that Seller Financing applies to this agreement, then the executed Agreement for Deed or Contract for Deed shall be delivered and exchanged at closing.



Initial(s)



Initial(s)

(Buyer(s) and Seller(s) acknowledge that they have read this page.)

15. **Insurance/Risk of Loss.** Seller shall bear the risk or loss of damage to the property prior to closing or possession, whichever first occurs. Seller agrees to maintain existing insurance and Buyer may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void, unless otherwise agreed by the parties. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing. Provided, however, Buyer shall have the option to complete the closing and receive all insurance proceeds regardless of the extent of the damage. If property is located in the State of Illinois, this agreement shall be subject to the Illinois Uniform Vendor and Buyer Act.
16. **Dwelling Code Violations.** Seller expressly warrants that, prior to the execution of this instrument, Seller has not received any notice by any city, village, or governmental authority of any existing dwelling code violations in the dwelling structure upon the property herein described.
17. **Entire Contract.** This Agreement including any riders indicated in paragraph 21 constitutes the entire Agreement between the parties and there are no oral representations, warranties, or covenants other than those set forth herein and on any riders attached. This Agreement may be modified only by amendment or initialed and dated where modified.
18. **Defaults/Remedies.**
- (a) If Buyer fails to make any payment or to perform any obligation imposed upon Buyer by this Agreement, Seller may serve written notice of default upon Buyer, Buyer's agent, or Buyer's attorney and if such specified default is not corrected within five (5) business days thereafter, Seller, subject to the terms of any listing agreement, may accept the Earnest Money and any additional down payment as damages or may pursue any available legal remedy including specific performance.
 - (b) In the event Seller fails to perform any obligation imposed upon Seller by this Agreement, Buyer may serve written notice of default upon Seller, Seller's agent, or Seller's attorney and if such default is not corrected within five (5) business days thereafter, Earnest Money and any additional down payment deposit shall be refunded to Buyer without prejudicing the Buyer's right to any available legal remedy including specific performance.
 - (c) In the event of default, the defaulting party shall be liable to the other party for reasonable attorney fees and expenses incurred by reason of the default.
19. **Notice.** All notices required pursuant to this Agreement shall be in writing and signed by the party or the party's agent (an "agent" shall be any person or persons designated in writing as such by a party and any attorney representing said party) and shall be given to the other party or that party's agent by:
- (a) Personally served upon the other party or that party's agent, in which case notice shall be effective upon the date of delivery;
 - (b) By electronic transmission to the other party or that party's agent, in which case notice shall be effective on the date of the electronic transmission; or
 - (c) Certified or registered mail, return receipt requested, and sent to the address of the party set forth herein, in which case notice shall be effective on the date of mailing.
- Notice to any one party of a multiple person party shall be sufficient notice to all.
20. **Electronic Transmission.** For the purpose of negotiating and finalizing this Agreement, any document transmitted electronically shall be treated in all manner and respects as an original document. The signature of any party shall be considered an original signature and any such electronic document shall be considered to have the same binding legal effect as an original document.

 Buyer's
Initial(s)

 Seller's
Initial(s)

(Buyer(s) and Seller(s) acknowledge that they have read this page.)

21. **General Provisions.**

(a) This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. This Agreement shall survive the closing.

(b) Paragraph headings are for the convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein, including any acknowledgement hereof shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

22. **Other Provisions.** All other provisions, if any, shall be by addendum/rider in this Agreement. Addendum/riders attached:

23. **Acceptance.** When accepted, this Agreement shall become a binding Contract for the sale and purchase of the above described property. If this Agreement is not accepted by the Seller on or before PRESENTATION, it shall become null and void and the Earnest Money shall be refunded to Buyer without liability on the part of said agent to either party.

This is a legally binding Contract. If not understood, consult with legal counsel of your choice. Receipt of a copy of this Agreement is acknowledged by the parties hereto. This Agreement has been read and executed on the dates beside all signatures.

SELLER HEREBY

Accepts

Rejects

Counters – in the event of counters all parties agree to initial and date all changes to the contract and/or to execute and attach Addendums/Riders/Amendments to this purchase agreement.

Date of Final Acceptance by all parties _____, 20_____
Agent representing the party executing final acceptance shall provide the date upon which the parties agreed to all terms.

[Signature] _____
Buyer Date 4/9/13

Chris Mathias
Buyer Printed Name

Buyer Date

Buyer Printed Name

Buyer Address

Buyer City, State, Zip

[Signature] _____
Seller Date 4-9-13

Vern Blankenship
Seller Printed Name

Seller Date

Seller Printed Name

825-15th street
Seller Address

Moline, IL 61265
Seller City, State, Zip



| | | | |
|---|-------------------|------------------------------|------------------------|
| MLS #: 4140170 | St: Active | Cat: Lots/Acres/Farms | LP: \$20,000 |
| Area: 43 Moline | Type: Lots | | |
| Addr: 6113 51ST AVE | | IL | Zip Code: 61265 |
| City: Moline | | Cnty: Rock Island | |
| Subd: Covermakers | | Total Acres: | |
| Lot Size: 70 x 150 | | # of Lots: | |
| Ann Taxes: \$503.68 / 2011 | | Zoning: Residential | |
| Exemptions: | | | |
| Elem School: | | | |
| Middle School: | | | |
| High School: Moline | | | |
| Parcel ID: 077964 | | | |
| Legal: Lot 12, Covermakers 2nd Sub Div | | | |

Virtual Tour

Directions: South on 60th St off John Deere Rd to 51st Ave.

| | | |
|---|------------------------------------|---|
| Ann Mand HOA Fee: | Certificate of Zoning: | Flood Insurance: Yes |
| Tillable Acres: | Corn Suitability Rating/PI: | CRP: |
| Pasture Acres: | | |
| Zoned residential. | | |
| Lot Description: Level | | |
| Land/Topography: Level | | |
| Road/Access: Gravel | | |
| Miscellaneous: Close to Shopping | | |
| Utilities Available: Electricity | | |
| Water/Sewer: No Sewer, No Water | | |
| Bldg Improvements: Other Building Imprvmnts | | |
| Association Fee Incl: | | |
| Financing: Cash | Possession: At Closing | |
| Showing: Call Listing Agent | Info. On Plat in Office | |
| Owner: Blankenship | Phone: | Also Ref MLS#: |
| LO: Barker Roche Real Estate | Office: (309) 762-6142 | Fax: 309 762 6322 |
| LA: Shirley Barker | Home: (309) 762-6142 | Appt: |
| LA Email: barkersells@mchsi.com | | Cell: |
| CLA: | CLO: | Cell: LD: 1/17/2013 |
| OLA: | OLC | Cell: XD: 1/17/2014 |
| Compensation: 2.80 | Dual/Var: No | List Type: Exclusive Right to Sell |
| Original Price: \$28,000 | Selling Agent: | Co-Selling Agent: |
| Sold Price: | Selling Office: | Co-Selling Office: |
| Closing Date: | Contract Date: | DOM: 82 How Sold: |
| | | Concessions: |

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Disclosure of Information & Acknowledgment Form - Lead-Based Paint and/or Lead-Based Paint Hazards -

(Seller(s) must read, initial and sign prior to signing Listing Agreement. Purchaser(s) must read, initial and sign prior to signing Purchase Agreement. Seller and Purchaser agree that this form shall be an attachment to any Purchase Agreement between them for this property.)

Property Address: 6113 - 51ST AVE Moline, IL 61205

LEAD WARNING STATEMENT:

Every Purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Purchaser with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE (Seller(s) MUST Initial Both A and B, and Check (i) or (ii) under Both A and B):

- UAS A. Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
I have no knowledge of lead UAS
 - (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- UAS B. Records and Reports available to the Seller (check (i) or (ii) below):
- (i) Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

 - (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

PURCHASER'S ACKNOWLEDGMENT (Purchaser(s) MUST Initial C and Check (i) or (ii) under C. Purchaser(s) MUST Initial Both D and E and Check (i) or (ii) under E):

- UAS C. (i) Purchaser has received copies of all information listed above, OR (ii) No records or reports were available.
- UAS D. Purchaser has received the pamphlet Protect Your Family From Lead in Your Home.
- UAS E. Purchaser has (check (i) or (ii) below):
- (i) Received a 10 calendar day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR
 - (ii) Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGMENT (Listing Agent (LA) and Selling Agent (SA) MUST Initial as Noted):

- SB F. Listing Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.
- SB / Q G. The Listing Agent and Selling Agent whose initials appear on this form have assured compliance with the Lead-Based Paint Disclosure requirements by the use and completion of this disclosure form.

CERTIFICATION OF ACCURACY:

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

[Signature] Seller Date 1-17-13

[Signature] Listing Agent Date 1/17/13

[Signature] Purchaser Date 4/9/13

[Signature] Purchaser / Selling Agent Date 4.9.13



Quad City Area REALTOR® Association

DISCLOSURE OF INFORMATION ON RADON HAZARDS

(For Residential Real Property Sales or Purchases in Illinois)



Property Address: 6113-51st Ave Moline IL 61265
(Seller(s): Please print property address including City, State and Zip Code)

Radon Warning Statement

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Seller's Disclosure (initial each of the following which applies)

(a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain).

(b) Seller has provided the purchaser with all available records and reports pertaining to elevated radon concentrations within the dwelling.

VAB (c) Seller has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.

VAB (d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

Purchaser's Acknowledgment (initial each of the following which applies)

UM (e) (i) Purchaser has received copies of all reports listed above.
 (ii) No records or reports were available.

CM (f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgement (initial if applicable)

AB (g) Agent has informed the seller of the seller's obligations under Illinois law.

Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

[Signature] _____ 1-17-13
 Seller Date

[Signature] _____ 4/9/13
 Seller Date

[Signature] _____ 1/17/13
 Purchaser Date

[Signature] _____ 4-8-13
 Purchaser Date

[Signature] _____
 Agent Date

[Signature] _____
 Agent Date



QUAD CITY AREA REALTOR® ASSOCIATION



MOLD DISCLOSURE

Printed Name(s) of Seller(s) Vernon A. Blankenship

Printed Name(s) of Buyer(s) _____

Property Address 6113-51ST AVE Moline, IL 61265

Seller's Initials

VAB

1. **SELLER DISCLOSURE.** To the best of Seller's actual knowledge, Seller represents:

- a. The Property described herein has has not been previously tested for molds;
 Note: If answer to a. is "has not", then skip b, and c, and go to Section #2.
 If answer to a. is "has", then complete b, and c.
- b. The molds found were were not identified as toxic molds;
- c. With regard to any molds that were found, measures were were not taken to remove those molds.

Buyers Initials

MM

2. **MOLD INSPECTIONS.** Molds, fungi, mildew, and similar organisms may exist in the Property of which the Seller is unaware and has no actual knowledge. These contaminants generally grow in places where there is excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding. A professional home inspection may not disclose molds. Buyer may wish to obtain an inspection specifically for molds to more fully determine the condition of the Property and its environmental status. Neither Seller's agents nor Buyer's agents are experts in the field of mold. The Buyers are strongly encouraged to satisfy themselves as to the Property condition.

Buyers Initials

MM

3. **HOLD HARMLESS.** Buyer makes the decision to purchase the Property independent of any representation of the Agents or Brokers involved in the transaction regarding mold. Accordingly, Buyer agrees to indemnify and hold DARNEE KOCHER REAL ESTATE, SHIRLEY KOCHER DARTER (print names of Brokers and Designated Agents)

harmless in the event any mold is present on the Property.

Buyers Initials

MM

4. Seller and Buyer have read this Mold Disclosure and by their signature hereon acknowledge receipt of a copy thereof.

Seller's Initial

VAB

5. **PROFESSIONAL ADVICE.** Seller and Buyer execute this Disclosure with the understanding that they should consult with a professional of their choice regarding any questions or concerns before its execution.

Seller: Vernon A. Blankenship Date: 1-17-13

Seller: _____ Date: _____

Buyer: MM Date: 4/9/13

Buyer: _____ Date: _____



Quad City Area REALTOR® Association IL RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT



NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LIMIT THE PARTIES RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY SELLER CREATES LEGAL OBLIGATIONS ON SELLER THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: 6113-51ST AVE
 City, State & Zip Code: Moline, IL 61265
 Seller's Name: JE A Bly

This report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of Jan. 17, 2013 and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

In this form, "am aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.

The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" (correct), "no" (incorrect) or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation, in the additional information area of this form.

- | YES | NO | N/A | |
|--------------------------|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 1. Seller has occupied the property within the last 12 months. (No explanation is needed.) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2. I am aware of flooding or recurring leakage problems in the crawlspace or basement. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 3. I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4. I am aware of material defects in the basement or foundation (including cracks and bulges). |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 5. I am aware of leaks or material defects in the roof, ceilings or chimney. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 6. I am aware of material defects in the walls or floors. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 7. I am aware of material defects in the electrical system. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 8. I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool). |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 9. I am aware of material defects in the well or well equipment. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 10. I am aware of unsafe conditions in the drinking water. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 11. I am aware of material defects in the heating, air conditioning, or ventilating systems. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 12. I am aware of material defects in the fireplace or woodburning stove. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 13. I am aware of material defects in the septic, sanitary sewer, or other disposal system. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 14. I am aware of unsafe concentrations of radon on the premises. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 15. I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16. I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 17. I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 18. I am aware of current infestations of termites or other wood boring insects. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 19. I am aware of a structural defect caused by previous infestations of termites or other wood boring insects. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 20. I am aware of underground fuel storage tanks on the property. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 21. I am aware of boundary or lot line disputes. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 22. I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 23. I am aware that this property has been used for the manufacture of methamphetamine as defined in Section 10 of the Methamphetamine Control and Community Protection Act. |

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected.

If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary:
I the seller have never occupied property

Check here if additional pages used: _____

Seller certifies that seller has prepared this statement and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

Seller: JE A Bly Date: 1-17-13
 Seller: _____ Date: _____

PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. PROSPECTIVE BUYER IS AWARE THAT HE MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.

Prospective Buyer: [Signature] Date: 4/9/13 Time: _____
 Prospective Buyer: _____ Date: _____ Time: _____

RESIDENTIAL REAL PROPERTY DISCLOSURE ACT

ARTICLE 2: DISCLOSURES

765 ILCS 77/5 et seq.

Section 5: As used in this Act, unless the context otherwise requires the following terms have the meaning given in this section:

"Residential real property" means real property improved with not less than one nor more than four residential dwelling units; units in residential cooperatives; or, condominium units including the limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

"Seller" means every person or entity who is an owner, beneficiary of a trust, contract purchaser or lessee of a ground lease, who has an interest (legal or equitable) in residential real property. However, "seller" shall not include any person who has both (i) never occupied the residential real property and (ii) never had the management responsibility for the residential real property nor delegated such responsibility for the residential real property to another person or entity.

"Prospective buyer" means any person or entity negotiating or offering to become an owner or lessee of residential real property by means of a transfer for value to which this Act applies.

Section 10. Except as provided in Section 15, this Act applies to any transfer by sale, exchange, installment land sale-contract, assignment of beneficial interest, lease with an option to purchase, ground lease or assignment of ground lease of residential real property.

Section 15. The provisions of the Act do not apply to the following:

(1) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers between spouses resulting from a judgment of dissolution of marriage or legal separation, transfers pursuant to an order of possession, transfers by a trustee in bankruptcy, transfers by eminent domain and transfers resulting from a decree for specific performance.

(2) Transfers from a mortgagor to a mortgagee by deed in lieu of foreclosure or consent judgement, transfer by judicial deed issued pursuant to a foreclosure sale to the successful bidder or the assignee of a certificate of sale, transfer by a collateral assignment of a beneficial interest of a land trust, or a transfer by a mortgagee or a successor in interest to the mortgagee's secured position or a beneficiary under a deed in trust who has acquired the real property by deed in lieu of foreclosure, consent judgement or judicial deed issued pursuant to a foreclosure sale.

(3) Transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust.

(4) Transfers from one co-owner to one or more other co-owners.

(5) Transfers pursuant to testate or intestate succession.

(6) Transfers made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the sellers.

(7) Transfers from an entity that has taken title to residential real property from a seller for the purpose of assisting in the relocation of the seller, so long as the entity makes available to all prospective buyers a copy of the disclosure form furnished to the entity by the seller.

(8) Transfers to or from any governmental entity.

(9) Transfers of newly constructed residential real property that has not been occupied.

Section 20. A seller of residential real property shall complete all applicable items in the disclosure document described in Section 35 of this Act. The seller shall deliver to the prospective buyer the written disclosure statement required by this Act before the signing of a written agreement by the seller and prospective buyer that would, subject to the satisfaction of any negotiated contingencies, require the prospective buyer to accept a transfer of the residential real property.

Section 25. Liability of seller. (a) The seller is not liable for any error, inaccuracy, or omission of any information delivered pursuant to the Act if (i) the seller had no knowledge of the error, inaccuracy, or omission, (ii) the error, inaccuracy, or omission was based on a reasonable belief that a material defect or other matter not disclosed had been corrected, or (iii) the error, inaccuracy, or omission was based on information provided by a public agency or by a licensed engineer, land surveyor, structural pest control operator, or by a contractor about matters within the scope of the contractor's occupation and the seller had no knowledge of the error, inaccuracy or omission.

(b) The seller shall disclose material defects of which the seller has actual knowledge.

(c) The seller is not obligated by this Act to make any specific investigation or inquiry in an effort to complete the disclosure statement.

Section 30. Disclosure supplement. If prior to closing, any seller has actual knowledge of an error, inaccuracy, or omission in any prior disclosure document after delivery of that disclosure document to a prospective buyer, that seller shall supplement the prior disclosure document with a written supplemental disclosure.

Section 35. Disclosure report form. The disclosures required of a seller by this Act, shall be made in the following form: [form on reverse side]

Section 40. Material defect. If a material defect is disclosed in the Residential Real Property Disclosure Report, after acceptance by the prospective buyer of an offer or counter-offer made by a seller or after the execution of an offer made by a prospective buyer that is accepted by the seller for the conveyance of the residential real property, then the Prospective Buyer may, within three business days after receipt of that Report by the prospective buyer, terminate the contract or other agreement without any liability or recourse except for the return to prospective buyer of all earnest money deposits or down payments paid by prospective buyer in the transaction. If a material defect is disclosed in a supplement to this disclosure document, the prospective buyer shall not have a right to terminate unless the material defect results from an error, inaccuracy, or omission of which the seller had actual knowledge at the time the prior disclosure document was completed and signed by the seller. The right to terminate the contract, however, shall no longer exist after the conveyance of the residential real property. For purposes of the Act the termination shall be deemed to be made when written notice of termination is personally delivered to at least one of the sellers identified in the contract or other agreement or when deposited, certified or registered mail, with the United States Postal Service, addressed to one of the sellers at the address indicated in the contract or agreement, or, if there is not an address contained therein, then at the address indicated for the residential real property on the Report.

Section 45. This Act is not intended to limit or modify any obligation to disclose created by any other statute or that may exist in common law in order to avoid fraud, misrepresentation, or deceit in the transaction.

Section 50. Delivery of the Residential Real Property Disclosure Report provided by this Act shall be by:

1) personal or facsimile delivery to the prospective buyer;

2) depositing the report with the United States Postal Service, postage prepaid, first class mail, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement, or

3) depositing the report with an alternative delivery service such as Federal Express, UPS, or Airborne, delivery charges prepaid, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement.

For purposes of the Act, delivery to one prospective buyer is deemed delivery to all prospective buyers. Delivery to authorized individual acting on behalf of a prospective buyer constitutes delivery to all prospective buyers. Delivery of the Report is effective upon receipt by the prospective buyer. Receipt may be acknowledged on the Report, in an agreement for the conveyance of the residential real property, or shown in any other verifiable manner.

Section 55. Violations and damages. If the seller fails or refuses to provide the disclosure document prior to the conveyance of the residential real property, the buyer shall have the right to terminate the contract. A person who knowingly violates or fails to perform any duty prescribed by any provision of the Act or who discloses any information on the Residential Real Property Disclosure Report that he knows to be false shall be liable in the amount of actual damages and court costs, and the court may award reasonable attorney fees incurred by the prevailing party.

Section 60. No action for violation of the Act may be commenced later than one year from the earlier of the date of possession, date of occupancy or date of recording of an instrument of conveyance of the residential real property.

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Quad City Area REALTOR® Association
ILLINOIS/IOWA-AGENCY DISCLOSURE NOTICE



and
CONSENT TO DUAL AGENCY

Our Company is pleased to assist you in connection with the purchase, sale and/or lease of real estate. The following will govern the terms of your relationship with DEBRA KOCHER as

its Appointed/Designated Agent to represent CITY OF MOULINE

in connection with the possible purchase, sale and/or lease of real estate. Term of client shall hereafter refer to seller, buyer, landlord, tenant, optionor or optionee. Only the Appointed/Designated Agent will represent the client(s) named above (together with any additional Appointed/Designated Agent who may be designated by our company hereafter). No other broker or sales associate affiliated with our company will be acting as an agent for the client(s) named above. It is the policy of our company to offer real estate services exclusively through Appointed/Designated Agents with respect to Illinois/Iowa real estate. The Appointed/Designated Agent and other company sales associates may provide services simultaneously to other parties involving the same real estate. When representing the buyer, tenant, or optionee our company and the Appointed/Designated Agent will generally be offered and will accept a commission from the seller, landlord, or optionor or the seller, landlord, or optionor's real estate agent, who may not be a client of our company or the Appointed/Designated Agent. It is the policy of our company to reciprocate with other broker's offers to cooperate and compensate. It is also the policy of our company to neither offer subagency to or accept subagency from cooperating brokers.

DUTIES TO ALL PARTIES

A real estate agent, including the Appointed/Designated Agent, has the following duties to all parties to a transaction, regardless of which party the agent represents:

- A. To provide real estate brokerage services to all parties to the transaction honestly and in good faith;
- B. To diligently exercise reasonable skill and care in providing brokerage services to all parties;
- C. To disclose to each party all material adverse facts that the agent knows, except for the following:
 - 1. Material adverse facts known by the party.
 - 2. Material adverse facts the party could discover through a reasonably diligent inspection, and which would be discovered by a reasonably prudent person under like or similar circumstances.
 - 3. Material adverse facts the disclosure of which is prohibited by law.
- D. Material adverse facts that are known to a person who conducts an inspection on behalf of a party. A "material adverse fact" means an adverse fact that a party indicates is of such significance, or that is generally recognized by a real estate agent as being of such significance to a reasonable party, that it affects or would affect a party's decision to enter into a contract or agreement concerning a transaction, or affects or would affect a party's decision about the terms of a contract or agreement.
- E. To account for all property coming into the possession of the agent that belongs to any party within a reasonable time of receiving the property.

DUTIES TO A CLIENT

In addition to the real estate agent's duties to all parties as provided above, a real estate agent, including the Appointed/Designated Agent, has the following duties to the agent's client(s):

- A. To place the client's interests ahead of the interests of any other party, unless the agent is acting as a disclosed dual agent, as discussed below;
- B. To disclose to the client all information known by the agent that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection;
- C. To fulfill any obligation that is within the scope of the agency agreement, except those obligations that are inconsistent with other duties that the agent has under the law;
- D. To disclose to the client any financial interests the agent or the brokerage has in any business entity to which the agent or brokerage refers a client for any service or product related to a transaction.

DUTIES OF A DISCLOSED DUAL AGENT

An Appointed/Designated Agent may legally represent both the seller, landlord, or optionor and the buyer, tenant, or optionee in a transaction, but only with the prior knowledge and the written consent of both parties. This is called "Dual Agency". The Appointed/Designated Agent will be acting as a Dual Agent when he or she represents both the owner/seller, landlord, or optionor and the prospective buyer, tenant, or optionee. This means that when the Appointed/Designated Agent is the listing agent and the selling agent, the Appointed/Designated Agent will be representing both parties simultaneously. When acting as Dual Agent, the agent has the same Duties to All Parties and Duties to A Client, as set forth above, EXCEPT, a Dual Agent may not and does not have a duty to place one client's interests ahead of the interests of the other client. Representing more than one party to a transaction may present a conflict of interest since both clients may rely upon Appointed/Designated Agent's advice and Buyer, Tenant, or Optionee and Seller's, Landlord, or Optionor respective interests may be adverse to each other. The Appointed/Designated Agent will endeavor to be impartial between both parties and will not represent the interest of either party to the exclusion or detriment of the other party. Appointed/Designated Agent will act as a dual agent only with the written consent of ALL parties in the transaction.

By signing this agreement the client agrees that the Appointed/Designated Agent may act as a Disclosed Dual Agent when the agent represents both the seller, landlord, or optionor and the buyer, tenant, or optionee. Parties are not required to participate in Disclosed Dual Agency.

ACKNOWLEDGMENT AND CONSENT TO AGENCY/DUAL AGENCY

I (We) acknowledge that I(we) have read this document, and that our company and the Appointed/Designated Agent have made full disclosure of the client(s) the Appointed/Designated Agent represents, the duties of a real estate agent to the parties, and the type of representation the agent will provide. I(We) consent to the Appointed/

Designated Agency policy and the designation of DEBRA KOCHER as our Appointed/Designated Agent. I(We) have read and understand this statement, have asked questions I(we) have deemed appropriate regarding this disclosure and agreement, and I(we) acknowledge signing and receiving a copy of this document before receiving any specific assistance from the Appointed/Designated Agent or making or accepting an offer, which ever is sooner.

IF YOU DO NOT UNDERSTAND ALL THE TERMS OF THIS DOCUMENT, SEEK LEGAL ADVICE BEFORE SIGNING.

Client's Signature(s):

Chris Matthias
Printed Name
[Signature]
Signature Date

Printed Name

Signature Date

Appointed/Designated Agent's Signature

DEBRA KOCHER
Printed Name
Debra Kocher 4.9.13
Signature Date

REAL ESTATE PURCHASE AGREEMENT

For the Exclusive Use of Members of the Quad City Area REALTOR® Association
This is a legally binding contract when fully executed by all parties.

Date Agreement Written: 4.9.13

Listing Agent: SHIRLEY BARKER

Office: BARKER ROOPE

Buyer's Agent: DEBRA ROOPE

Office: BARKER ROOPE

Disclosure Confirmations:

A. **Agency.** An agency disclosure must be made at the time specific assistance is provided to Buyer or Seller. By signing below, Buyer and Seller confirm that prior informed written disclosure of agency representation was provided to them, that they understand said representation and that the disclosure was provided prior to signing. Buyer and Seller acknowledge and agree that:

CHECK ONE:

The Listing Agent is representing the Seller and the Buyer's Agent is representing the Buyer.

The undersigned confirm that they have previously consented to _____ (Licensee), acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this document.

Buyer Initial Date

Seller Initial Date

Buyer Initial Date

Seller Initial Date

The Buyer's Agent is representing the Buyer only.

The Listing Agent is representing the Seller only.

B. **Seller Property Disclosure.** If this agreement is for a 1 to 4 unit residential property and required by law, Seller or Seller's Agent must deliver a written disclosure statement to Buyer prior to Buyer making a written offer. By signing below, Buyer confirms that Buyer has has not received and read Seller's Property Disclosure Statement. Not Applicable

C. **Lead-Based Paint Disclosure.** If this agreement is for a residential property built prior to 1978, Seller must provide Buyer with (1) an EPA-approved lead hazard information pamphlet and (2) Seller's Lead-Based Paint Disclosure Information Statement. By signing below, Buyer confirms that Buyer has has not received and read the above described documents. Not Applicable

D. **Illinois Radon Disclosure.** (for Illinois properties only) By signing below, Buyer confirms that Buyer has has not received and read radon disclosure. Not Applicable

E. Seller and Buyer request that Broker select, prepare, and complete documents allowed by law or rule, and may contact their client by telephonic or electronic communication.

[Signature] 4/9/13
Buyer Date

[Signature] 4-9-13
Seller Date

Buyer Date

Seller Date

Council Bill/Resolution No. 1070-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a \$26,000.00 Revolving Loan Fund Agreement with American Dog QC, Inc. in order to facilitate its business expansion.

WHEREAS, the City of Moline approved Resolution No. 41-95 on February 28, 1995 creating its own revolving loan program; and

WHEREAS, American Dog QC to be located at 1628 15th Street Place submitted a revolving loan application to the City which was reviewed by the Revolving Loan Fund Committee and it recommended approval on April 30, 2013; and

WHEREAS, the City promotes the creation and expansion of businesses that create jobs for low to moderate income individuals.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That the Mayor and City Clerk are hereby authorized to execute a \$26,000.00 Revolving Loan Fund Agreement with American Dog QC, Inc. in order to facilitate a business expansion provided said agreement is substantially similar in form and content to that attached hereto as Exhibit "A," and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

May 14, 2013

Date

Passed: May 14, 2013

Approved: May 21, 2013

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/Resolution No. 1071-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Chief of Police to execute a Hold Harmless and Indemnification Agreement for the period of May 20-25, 2013 and June 24-25, 2013, between the City of Moline and the Illinois Law Enforcement Alarm System (ILEAS) to allow two police officers who are members of the area Special Response Team (SRT) to attend upcoming training sessions sponsored by ILEAS.

WHEREAS, the SRT is a highly trained and skilled tactical team made up of police officers from area ILEAS member agencies; and

WHEREAS, in order for the assigned officers to attend an Advance SWAT training course, a Hold Harmless and Indemnification Agreement must be executed and submitted to ILEAS.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That the Chief of Police is hereby authorized to execute a Hold Harmless and Indemnification Agreement for the period of May 20-25, 2013 and June 24-25, 2013, between the City of Moline and the Illinois Law Enforcement Alarm System (ILEAS) to allow two police officers who are members of the area Special Response Team (SRT) to attend an upcoming training course sponsored by ILEAS, provided said agreement is substantially similar in form and content to Exhibit A, attached hereto and by this reference incorporated herein, and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

May 14, 2013

Date

Passed: May 14, 2013

Approved: May 21, 2013

Attest: _____
City Clerk

Approved as to form:

City Attorney



ILLINOIS LAW ENFORCEMENT ALARM SYSTEM

1701 E. Main Street • Urbana, IL 61802
(217) 328-3800 • Fax (217) 328-3845

HOLD HARMLESS & INDEMNIFICATION AGREEMENT

For and in consideration of the enrollment of its employee(s) in a Training Program to be conducted by the Illinois Law Enforcement Alarm System (ILEAS) from 20 May through 25 June, the Village/City/County of Moline agrees as follows.

- 1) To hold harmless and indemnify ILEAS (including its member municipalities), its agents, employees and contract personnel, their heirs, successors, executors, administrators or assignees, and to assume full responsibility for and to defend, pay or otherwise settle, any and all liabilities, claims, demands, actions, or causes of action of every nature and character whatsoever, including but not limited to injuries to said employees, resulting from, arising out of, or connected with the employees' participation in the training program.
- 2) To release and discharge ILEAS (including its member municipalities), its agents, employees and contract personnel, their heirs, successors, executors, administrators or assignees from any and all liabilities, claims, demands, actions or cause of action, of every nature whatsoever, arising out of, connected with, or in any way associated with the employees' participation in the training program.
- 3) I have verified that Officer Wilson has previously successfully completed end user instruction in the deployment of Noise Flash Diversionary Devices and is current in their training and use.

It is further understood and agreed that ILEAS assumes no responsibility for the condition of the training sites, or any other facilities used for training, or for the security of or damage to any personal property on land controlled or utilized by ILEAS.

IN WITNESS THEREOF, this agreement is executed this _____ day of _____, 2013.

(Village) (City) (County) of _____

BY: _____
Chief of Police/Sheriff



ILLINOIS LAW ENFORCEMENT ALARM SYSTEM

1701 E. Main Street • Urbana, IL 61802

(217) 328-3800 • Fax (217) 328-3845

HOLD HARMLESS & INDEMNIFICATION AGREEMENT

For and in consideration of the enrollment of its employee(s) in a Training Program to be conducted by the Illinois Law Enforcement Alarm System (ILEAS) from MAY 20 through MAY 25, the Village/City/County of MOLINE, ILLINOIS agrees as follows. AND JUNE 24 & 25

- 1) To hold harmless and indemnify ILEAS (including its member municipalities), its agents, employees and contract personnel, their heirs, successors, executors, administrators or assignees, and to assume full responsibility for and to defend, pay or otherwise settle, any and all liabilities, claims, demands, actions, or causes of action of every nature and character whatsoever, including but not limited to injuries to said employees, resulting from, arising out of, or connected with the employees' participation in the training program.
- 2) To release and discharge ILEAS (including its member municipalities), its agents, employees and contract personnel, their heirs, successors, executors, administrators or assignees from any and all liabilities, claims, demands, actions or cause of action, of every nature whatsoever, arising out of, connected with, or in any way associated with the employees' participation in the training program.
- 3) I have verified that Officer KRAKOVEC has previously successfully completed end user instruction in the deployment of Noise Flash Diversionary Devices and is current in their training and use.

It is further understood and agreed that ILEAS assumes no responsibility for the condition of the training sites, or any other facilities used for training, or for the security of or damage to any personal property on land controlled or utilized by ILEAS.

IN WITNESS THEREOF, this agreement is executed this _____ day of _____, 2013.

(Village) (City) (County) of _____

BY: _____
Chief of Police/Sheriff

Council Bill/General Ordinance No.: 3007-2013
Sponsor: _____

AN ORDINANCE

AMENDING Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 9 thereof, "STREET CLOSED TO COMMERCIAL VEHICLES," by removing 27th Street, 7th Avenue to 19th Street, northbound.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1 – That Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 9 thereof, "STREET CLOSED TO COMMERCIAL VEHICLES," by removing 27th Street, 7th Avenue to 19th Street, northbound.

Section 2 – That pursuant to Section 1-1107 of the Moline Code of Ordinances, any person, firm or corporation violating any of the provisions of this Ordinance shall be fined not more than seven hundred fifty dollars (\$750.00) for each offense.

Section 3 – That this ordinance shall be in full force and effect from and after its passage and approval; and, if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/General Ordinance No.: 3008-2013
Sponsor: _____

AN ORDINANCE

AMENDING Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 9 thereof, "STREET CLOSED TO COMMERCIAL VEHICLES," by including 47th Avenue, 48th Street A to 53rd Street.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1 – That Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 9 thereof, "STREET CLOSED TO COMMERCIAL VEHICLES," by including 47th Avenue, 48th Street A to 53rd Street.

Section 2 – That pursuant to Section 1-1107 of the Moline Code of Ordinances, any person, firm or corporation violating any of the provisions of this Ordinance shall be fined not more than seven hundred fifty dollars (\$750.00) for each offense.

Section 3 – That this ordinance shall be in full force and effect from and after its passage and approval; and, if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/General Ordinance No.: 3009-2013
Sponsor: _____

AN ORDINANCE

AMENDING Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 9 thereof, "STREET CLOSED TO COMMERCIAL VEHICLES," by removing 53rd Street, John Deere Road to 23rd Avenue.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1 – That Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 9 thereof, "STREET CLOSED TO COMMERCIAL VEHICLES," by removing 53rd Street, John Deere Road to 23rd Avenue.

Section 2 – That pursuant to Section 1-1107 of the Moline Code of Ordinances, any person, firm or corporation violating any of the provisions of this Ordinance shall be fined not more than seven hundred fifty dollars (\$750.00) for each offense.

Section 3 – That this ordinance shall be in full force and effect from and after its passage and approval; and, if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/General Ordinance No.: 3010-2013
Sponsor: _____

AN ORDINANCE

AMENDING Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," by including 42nd Street, on the east side, between 10th and 11th Avenues.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1 – That Chapter 20, "MOTOR VEHICLES AND TRAFFIC" of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," is hereby amended by including 42nd Street, on the east side, between 10th and 11th Avenues.

Section 2 – That pursuant to Section 1-1107 of the Moline Code of Ordinances, any person, firm or corporation violating any of the provisions of this Ordinance shall be fined not more than seven hundred fifty dollars (\$750.00) for each offense.

Section 3 – That this ordinance shall be in full force and effect from and after its passage and approval; and, if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill No. 4018-2013

Sponsor: _____

A SPECIAL ORDINANCE

AMENDING _____ the annual Council and Committee Meetings Schedule for 2013.

WHEREAS, the Citizens Advisory Council on Urban Policy deemed it necessary to change its respective meeting dates.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1: That the annual Council and Committee Meetings Schedule for 2013 is hereby amended by the City Council and City staff is hereby directed to do all things necessary to notify the media of the 2013 City Council and Committee Meetings Schedule as shown on Exhibit A attached hereto.

Section 2: That this Ordinance shall be in full force and effect from and after its passage and approval as required by law, publication, if required, in the manner provided by law.

CITY OF MOLINE, ILLINOIS

Date

Mayor

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney

2013 CITY OF MOLINE COUNCIL BOARD/COMMITTEE MEETINGS SCHEDULE
(dates times subject to change with notification)

| COMMITTEE | LOCATION | TIME | DATES | DATES | DATES | DATES |
|---|---|---------------------------------------|--|--|---|--|
| Committee-of-the-Whole & City Council immediately following | City Hall-2nd Floor Council Chambers 619-16th Street | 6:30 p.m. (or as deemed necessary) | Jan ---, 08, 15, 22, --- Feb 05, 12, 19, 26 Mar 05, 12, 19, 26 | Apr 02, 09, 16, 23, --- May 07, 14, 21, 28 Jun 04, 11, 18, --- | Jul ---, 09, 16, 23, --- Aug 06, 13, ---, 27 Sep 03, 10, 17, 24 | Oct 01, 08, 15, 22, --- Nov 05, 12, 19, --- Dec 03, 10, 17, ---, --- |
| Citizens Advisory Council on Urban Policy (CACUP) | City Hall-2nd Floor Committee-of-the-Whole 619-16th Street | 4:00 p.m. | Jan --- Feb --- Mar --- | Apr --- May --- Jun 24 | Jul 8, 22 Aug 5 Sep 9, 23 | Oct --- Nov --- Dec --- |
| Consolidated Public Safety Communications Budget Board | East Moline City Hall Conference Room 915 16th Ave, East Moline | 4:00 p.m. | | | Jul 03 | Nov 6 |
| Fire and Police Commissioners | Police Department Community Room 1640 6th Avenue | 4:30 p.m. | Jan 08 Feb 12 Mar 12 | Apr 09 May 14 Jun 11 | Jul 09 Aug 13 Sep 10 | Oct 08 Nov 12 Dec 10 |
| Firefighters Pension Board | Central Fire Station Conference Room 1630 8th Avenue | 8:30 a.m. | Jan 24 | Apr 25 | Jul 25 | Oct 24 |
| Foreign Fire Tax | Central Fire Station Conference Room 1630 8th Avenue | 8:15 a.m. | Jan --- Feb 12 Mar --- | Apr 09 May --- Jun 11 | Jul --- Aug 13 Sep --- | Oct 08 Nov --- Dec 10 |
| Historic Preservation Advisory | City Hall-2nd Floor Council Chambers 619-16th Street | 4:00 p.m. | Jan 14 Feb 11 Mar 11 | Apr 15 May 13 Jun 10 | Jul 08 Aug 12 Sep 09 | Oct 14 Nov 12 Dec 09 |
| Human Rights Commission | City Hall-2nd Floor Committee-of-the-Whole 619-16th Street | 4:00 p.m. | Jan --- Feb --- Mar 11 | Apr 08 May 13 Jun --- | Jul --- Aug 12 Sep 09 | Oct 14 Nov 12 Dec 09 |
| Keep Moline Beautiful Commission | Public Works Building Conference Room 3635 4th Avenue | 4:30 p.m. | Jan 10 Feb 14 Mar 14 | Apr 11 May 09 Jun 13 | Jul 11 Aug 08 Sep 12 | Oct 10 Nov 14 Dec 12 |
| Library Board of Trustees | Moline Public Library Platinum Room 3210 41st Street | 12:00 p.m. | Jan 10 Feb 14 Mar 14 | Apr 11 May 09 Jun 13 | Jul 11 Aug 08 Sep 12 | Oct 10 Nov 14 Dec 12 |
| Park Board | Public Works Building Conference Room 3635 4th Avenue | 3:30 p.m. | Jan 31 Feb 28 Mar 28 | Apr 25 May 23 Jun 27 | Jul 25 Aug 22 Sep 26 | Oct 24 Nov --- Dec 05 |
| Plan Commission | City Hall-2nd Floor Council Chambers 619-16th Street | 4:00 p.m. | Jan 09, 23 Feb 13, 27 Mar 13, 27 | Apr 10, 24 May 08, 22 Jun 12, 26 | Jul 10, 24 Aug 14, 28 Sep 11, 25 | Oct 09, 23 Nov 13 Dec 11 |
| Police Pension Board of Trustees | Police Department Community Room 1640 6th Avenue | 12:00 p.m. | Jan 23 | Apr 24 | Jul 24 | Oct 23 |
| Project Management Team | Renew Moline Conference Room 1506-River Drive | 1:30 p.m. | Jan 16 Feb --- Mar 13 | Apr --- May 08 Jun --- | Jul 10 Aug --- Sep 11 | Oct --- Nov 13 Dec --- |
| Moline Centre Main Street Commission | City Hall-2nd Floor Committee-of-the-Whole 619-16th Street | 4:00 p.m. | Jan 21 Feb --- Mar 18 | Apr 15 May 20 Jun 17 | Jul 15 Aug 19 Sep 16 | Oct 21 Nov 18 Dec 16 |
| Moline Housing Authority | Moline Housing Authority Board Room 4141-11th Avenue A | 5:30 p.m. | Jan 14 Feb 25 Mar 18 | Apr 22 May 20 Jun 17 | Jul 15 Aug 19 Sep 16 | Oct 21 Nov 18 Dec 16 |
| Special Services Area #5 - Bass Street | City Hall-2nd Floor Committee-of-the-Whole 619-16th Street | 3:00 p.m. | Jan 14 | May 20 | Aug 19 | Nov 18 |
| Special Services Area #6 - Downtown | City Hall-2nd Floor Committee-of-the-Whole 619-16th Street | 3:00 p.m. | Jan 21 | Apr 15 | Jul 15 | Oct 21 |
| Traffic Committee | Public Works Building Conference Room 3635 4th Avenue | 1:30 p.m. | Jan 08 Feb 05 Mar 05 | Apr 02 May 07 Jun 04 | Jul 02 Aug 06 Sep 03 | Oct 01 Nov 05 Dec 03 |
| Youth Commission | Moline Public Library Platinum Room 3210 41st Street | 4:00 p.m. | Jan --- Feb --- Mar 21 | Apr 18 May 16 Jun --- | Jul --- Aug --- Sep 19 | Oct 17 Nov 21 Dec 19 |

Council Bill/ Special Ordinance No. 4019-2013

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute a Lease and Concession Agreement with Roy's All Fed Up, Inc., (2504 18th Avenue, Apt. D, Rock Island, IL 61201) to sell food and beverages from a mobile concession stand from May 14, 2013 through November 30, 2013 on a portion of Ben Butterworth Parkway (RICO Parcel 08-2644-A).

WHEREAS, Roy's All Fed Up, Inc., (hereinafter "Vendor") desires a Lease and Concession Agreement for the purpose of selling food and beverages from a mobile concession stand along certain portions of Ben Butterworth Parkway (hereinafter "Parkway"), being more particularly described in **Exhibit "A"** attached hereto and incorporated herein; and

WHEREAS, the City of Moline Park and Recreation Board (hereinafter "Parks") supports having a vendor serving food and beverages from a mobile concession stand along the Parkway during the warm months each year as a method of enhancing services for citizens and visitors utilizing the Parkway; and

WHEREAS, Vendor has a positive working history with the Parks Department providing this service.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1 – That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City of Moline, a Lease and Concession Agreement with Roy's All Fed Up, Inc. (2504 18th Avenue, Apt. D, Rock Island, IL 61201) to sell food and beverages from a mobile concession stand from May 14, 2013 through November 30, 2013, on a portion of Ben Butterworth Parkway (RICO Parcel 08-2644-A); provided said agreement is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto **as Exhibit "A,"** and has been approved as to form by the City Attorney.

Section 2 – That this ordinance shall be in full force and effect from and after passage, and approval and, if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney

EXHIBIT "A"

LEASE AND CONCESSION AGREEMENT

THIS LEASE AND CONCESSION AGREEMENT is made and entered into this ____ day of _____, 2013, by and between the City of Moline, Illinois, a municipal corporation (hereinafter "Owner"), by and through its Park and Recreation Board of Directors, and Roy's All Fed Up, Inc., (hereinafter "Vendor") (hereinafter collectively "Parties") to lease portions of Ben Butterworth Parkway for the purpose of selling food and beverages to the public from a mobile food unit or pushcart.

WHEREAS, Owner seeks to enhance services to citizens of Moline and visitors (hereinafter "Individuals") utilizing Ben Butterworth Parkway; and

WHEREAS, Owner has determined having a means of providing food and beverages to Individuals utilizing a certain portion of Ben Butterworth Parkway would be a service enhancement; and

WHEREAS, Owner has determined having a vendor serve food and beverages from a mobile food unit or pushcart from April through November each year is the most appropriate means of providing such a service; and

WHEREAS, Owner is not in the business of nor does it have the personnel necessary to operate a food and beverage service; and

WHEREAS, Vendor is a mobile food unit or pushcart operator and has a positive working history with Owner; and

WHEREAS, Owner wishes to contract with Vendor for the sale of food and beverages to the Individuals, from a mobile food unit or pushcart, along a certain portion of Ben Butterworth Parkway subject to the terms, conditions, restrictions, limitations and reservations stated herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. DEFINITIONS

- a) Premises: Portions of Ben Butterworth Parkway being more particularly described in **Exhibits "1,"** and **"1-A,"** attached hereto and incorporated herein.
- b) Service(s)/Operation(s): The sale of Owner approved food and beverages from a mobile food unit or pushcart by Vendor.
- c) Vendor Property: All property provided by Vendor for the Operation including but not limited to the mobile food unit or pushcart, food and beverages.

EXHIBIT "A"

2. USE

- a) Owner shall lease the Premises to Vendor solely for the sale of Owner approved food and beverages from a mobile food unit or pushcart to the public. All food and beverages sold shall be approved by Owner. The selection of beverages and foods referenced herein and its pricing shall be determined by the Vendor. Under no circumstances shall the Premises be used for the sale of alcoholic beverages, tobacco products or the paraphernalia of either.
- b) The Vendor shall operate under the name "Roy's All Fed Up, Inc."
- c) Vendor's shall offer services seven days a week from 10:00 a.m. until 4:00 p.m. weather permitting. Vendor may offer extended serves from 4:00 p.m. until dusk at Vendor's discretion.

3. VENDOR'S RESPONSIBILITIES.

- a) The Parties agree that Vendor is an independent contractor. Vendor shall have the exclusive responsibility for the Operation without undue influence by Owner except in cases specifically referred to in this Agreement; however, at times mutually agreeable, Vendor and Owner or Owner's designee(s) shall discuss and consider the matters which may be of mutual interest in maintaining efficient and profitable operation.
- b) Vendor shall at all times devote reasonable time, attention and energies to the management and improvement of the business. Vendor acknowledges the Premises is public property and agrees that the Owner must have the right to make and enforce rules and regulations governing the Premises, which rules and regulations shall be considered covenants of this Agreement. Present rules and regulations are set forth in **Exhibit "2,"** attached hereto and incorporated by reference herein.
- c) Vendor shall be responsible for all Vendor Property associated with the Operation and shall pay all operational and maintenance costs for same.
- d) Vendor shall keep any mobile food unit or pushcart utilized in the Operation in good working order and shall permit Owner to make periodic inspections of same for the purpose of determining compliance with this requirement.
- e) Vendor agrees to provide Services to the public without discrimination other than that permitted by law. Discrimination by Vendor in the provision of Services hereunder based on race, sex, religion, age, marital status, handicap, national origin, or sexual orientation shall be deemed to be a material breach of this lease.
- f) Vendor shall comply with and at all times operate in a manner which meets all applicable Federal, State and Municipal laws, ordinances and regulations and guiding rules, including but not limited to meeting the requirements for food and beverage permits or licenses.

EXHIBIT "A"

- g) Vendor shall be responsible for all staffing, taxes, insurance, and appropriate licensing associated with and necessary for the Operation. Vendor's employees shall not be deemed employees of Owner for any purpose whatsoever and shall not be eligible to participate in any benefit program provided by the Owner for its employees. Vendor shall be exclusively responsible for the payment of all wages and salaries, taxes, withholding payment, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans including, but not limited to, workers compensation and Social Security obligations, licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall not bring any cause of action alleging Owner is the employer of Vendor or any of Vendor's employees, officers or agents, and Vendor shall indemnify, defend and hold harmless Owner against all claims, losses, costs, or expenses associated with the employment of said employees by Vendor.
 - h) Vendor shall remove all Vendor Property from the Premises daily upon completion of Operations for the day.
 - i) Vendor shall be responsible for properly disposing of garbage from the Operation. Vendor shall clean the Premises no less than daily and as frequently as necessary to keep the Premises free of debris resulting from the Operation. Vendor may utilize garbage disposal receptacles on the Premise for debris disposal. Vendor shall notify Owner should the garbage receptacles need emptying.
 - j) At its own expense, Vendor shall obtain a water supply for use at the Premises, which meets the approval of the Environmental Health Specialist prior to commencing Operations.
4. RENT. Vendor shall pay lease payments to Owner as follows:
- a) \$100.00 per month due on or before the fifth day of each month during the lease term.
 - b) Delinquent payments shall accrue interest at a rate of eight percent per annum.
 - c) Payments shall be made to the City of Moline Finance Department 1630 8th Avenue, Moline, Illinois 61265.
5. TERM AND TERMINATION
- a) The term of this Agreement shall commence on May 14, 2013 (hereinafter "Commencement Date") and shall continue through November 30, 2013. Any holding over after the expiration of the term hereof without the consent of the Owner shall be construed to be a tenancy from month to month at the rental five times the last rental rate in effect and shall otherwise be on the terms and conditions herein specified, as far as applicable.

EXHIBIT "A"

- b) In addition to any other remedies provided by law or equity, in the event of any default or breach of this Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such party or successor shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach within thirty (30) days after receipt of such notice. Said written notice shall describe the nature of the default, and what action, if any, is deemed necessary to cure the same. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, but in no event longer than thirty (30) days after receipt such notice unless mutually agreed to in writing by the parties, the aggrieved party may terminate this Agreement by providing final written notice to the other or institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. Upon termination of the Agreement by either party, Vendor must peacefully surrender the Premises to Owner; Owner must peacefully surrender Vendor's equipment to Vendor. The Premises leased herein shall include all appurtenant fixtures to said real estate, which, upon termination of this Agreement shall remain with the Premises and return to Owner.

6. HOLD HARMLESS/INDEMNIFY.

- a) In consideration for permission to use the Premises and Owner's property as granted above, Vendor hereby agrees to defend, hold harmless and indemnify Owner, its subsidiaries and affiliates, their respective officers, directors, employees, agents, assigns, servants and contractors from and against all claims, demands, actions, or proceedings, all costs, damages, expenses, or other liability of any nature whatsoever due to personal injury or property damage (including damage to the Premises and Owner's property other than reasonable wear and tear), any of which arises directly or indirectly from or in connection with, in whole or in part, the permission to use and/or use of the Premises and Owner's property granted hereinunder, unless caused or contributed to by the willful acts or omissions of Owner, its officers, directors, employees, agents or assigns, in which case Vendor shall have no duty to defend, hold harmless or indemnify.
- b) This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties thereto.

7. VENDOR'S INSURANCE COVERAGE. Vendor shall, throughout the term of this Agreement and at Vendor's expense, carry and keep in full force and effect comprehensive general liability insurance with respect to the Premises, with a carrier and in a form satisfactory to Owner, which policy or policies shall:

- a) Have limits of \$1,000,000.00 per occurrence personal injury and \$100,000.00 per occurrence property damage.
- c) Name Owner as an additional insured party.

EXHIBIT "A"

- d) Contain a clause that the insurance carrier will not cancel or change the insurance without first giving the Owner thirty (30) days prior written notice in a form similar to that attached hereto as **Exhibit "3."**
- g) Contain fire and extended perils insurance covering Vendor's own property and insuring Vendor's possessions on the Premises; Owner shall have no duty to insure Vendor's possessions, the possessions of Vendor's guests, invitees or permittees, or to replace same in the event of any calamity or other disaster.
- h) Each such policy of insurance shall contain a waiver of subrogation provision.

To the extent required by law, Vendor shall further carry workers' compensation insurance. Workers' compensation and public liability insurance shall be paid by Vendor from the Operation. Certificates of all insurance coverage shall be delivered to Owner seven (7) days prior to the Commencement Date.

8. **NOTICES.** Any notice required or permitted hereunder shall be in writing, signed by the party giving the notice, and shall be deemed given when:
- a) Hand delivered to the party to whom the notice is addressed, or
 - b) Mailed by certified mail, return receipt requested, United States mail, postage prepaid, and addressed to the party at the address shown below:

Owner:
Laura Duran
Park & Recreation Director
City of Moline
3635 4th Avenue
Moline, IL 61265

Vendor:
Roy's All Fed Up, Inc.
attn: John Rogers
2504 18th Avenue, Apt. D
Rock Island, IL 61201

Either party may change the address and individual(s) to whom the notice is to be directed by written notice sent to the other party in the manner provided above.

9. **OBSERVANCE OF LAWS AND ORDINANCES.** Vendor must, at its sole cost and expense, promptly correct any violation and comply with all laws, ordinances, notices, permits, requirements, orders, regulations and recommendations now or in the future in effect, of whatever nature, of all federal, state, county, municipal and other authorities, with respect to Vendor's conduct or use of the premises.
10. **SURRENDER OF PREMISES.** At the end or termination of the term hereby demised, Vendor covenants to surrender and deliver up the Premises hereby leased in as good a condition as they now are, or may hereafter be put, destruction by fire, reasonable use, ordinary wear and tear, and the effects of time excepted.

EXHIBIT "A"

11. ASSIGNMENT AND SUBLEASING. Vendor shall not have the right to assign this Agreement or sell, transfer or sublet any portion of the Premises herein without the express written consent of Owner, and consent of Owner shall not release or discharge Vendor from any obligations hereunder.
12. EFFECT OF PARTIAL INVALIDITY. The invalidity of any part of this Agreement will not and shall not be deemed to affect the validity of any other part. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
13. WAIVER. Waiver by Owner of any breach of any covenant or duty of Vendor under this Agreement is not a waiver of a breach of any other covenant or duty of Vendor, or of any subsequent breach of the same covenant or duty.
14. CHOICE OF LAW. This Agreement shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Agreement shall be any state court located within Rock Island County, Illinois, or federal court located within the same venue.
15. TAXES. Vendor shall also be responsible for and pay all real estate taxes assessed against the lease premises if any are so assessed and shall furnish to Owner proof of payment within thirty (30) days after payment is due.
16. MISCELLANEOUS.
 - a) This Agreement and each and every one of the terms and provisions thereof shall be for the benefit of and be binding upon the parties hereto and each of them and their respective heirs, executors, administrators, grantees, successors and assigns.
 - b) This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior agreements, undertakings and arrangements between the parties relating to the subject matter hereof. All amendments, changes, modifications or alterations of the terms and conditions hereof shall be in writing and signed by all parties hereto.
 - c) The captions of the Agreement are used for convenience of reference only and shall have no significance in construing the text of the Agreement.

IN WITNESS WHEREOF, this Lease and Concession Agreement is executed in Moline, Illinois, as of the date hereof first above written.

EXHIBIT "A"

**CITY OF MOLINE, ILLINOIS
(OWNER)**

**ROY'S ALL FED UP, INC.
(VENDOR)**

By: _____
Scott Raes, Mayor

BY: _____
John Rogers, _____
Print Title

BY: _____
Roger Clawson, President
Parks and Recreation Board

ATTEST:

Tracy Koranda, City Clerk

DATE: _____

Approved as to Form:

City Attorney

EXHIBIT "1"
DESCRIPTION

A portion of Ben Butterworth Parkway described as follows: Beginning at the northeast corner of the easternmost parking lot located on RICO Parcel MO-2644-A and commencing northwest 180 feet more or less following the northern edge of said parking lot; thence north 15 feet to the southern edge of the Ben Butterworth Parkway trail; thence east 177 feet more or less following the southern edge of the Ben Butterworth Parkway trail; thence south 60 feet more or less to the point of beginning, said Premises depicted in the diagram attached hereto and incorporated herein as Exhibit "1-A."

SEE ATTACHED DIAGRAM
REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Exhibit "1-A"



EXHIBIT "2"

RULES AND REGULATIONS

1. Use of Name: Vendor shall not use the name of the Owner, or any simulation or abbreviation thereof, as its name or as part of its name without Owner's prior written consent.
2. Obstruction: Vendor, its customers, invitees and guests shall not obstruct the public bike/walking path that runs through the Premises.
3. Noises and Odors: Vendor shall not make noises, cause disturbances or vibrations, or use or operate any electrical or electronic devices or other devices that emit sound or other waves or disturbances, or create odors, any of which may be reasonably offensive to other users of the Premises or unduly disturb any wildlife in and around the Premises.
4. Solicitation: Vendor shall not exhibit, sell or offer to sell, use, rent or exchange any item or service from the Premises unless ordinarily embraced within Vendor's use of the Premises specified herein.
6. Vendor Shall Not Interfere With Reserved Rights: Vendor shall not attempt to exercise any of the rights specifically reserved by Owner or interfere in any way with the exercise of these rights by Owner.

EXHIBIT "3"

INSURANCE REQUIREMENTS

- 1) City should be listed as Additional Insured.
- 2) Certificate should evidence the addition of a special provision by which Insurer waives its right of subrogation with regard to the City of Moline.
- 2) Certificate Holder should read:
City of Moline
619 16th Street
Moline, Illinois 61265
- 3) Cancellation should read: ***Should any of the above described policies be cancelled before the expiration date thereof, the issuing insured will endeavor to mail 15 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.***