



MOLINE CITY COUNCIL AGENDA

Tuesday, May 13, 2014

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		
Bender		
Brown		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Raes		

APPROVAL OF MINUTES

Committee-of-the-Whole and Council meeting minutes of May 6, 2014, and April Financial Report.

SECOND READING ORDINANCES

1. Council Bill/General Ordinance 3010-2014

An Ordinance amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 18 thereof, "TWO-HOUR PARKING RESTRICTIONS IN NONMETERED ZONES," by deleting 5th Avenue, on both sides, between 20th Street to 24th Street, and adding in lieu thereof 5th Avenue, on both sides, between 21st Street and 24th Street.

EXPLANATION: Traffic Committee reviewed request and recommends approval.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

2. Council Bill/Special Ordinance 4014-2014

A Special Ordinance authorizing the Mayor and City Clerk to execute a Performance Based Development Agreement between the City of Moline and KJMC Properties, L.L.C. for the "Skinner Block Development" project and to execute any necessary agreements referenced therein, and authorizing all appropriate City officers and staff to do all things necessary to complete each of the City's responsibilities pursuant to said agreement.

EXPLANATION: KJMC Properties, L.L.C. ("Developer") seeks to execute a Performance Based Development Agreement with the City to facilitate redevelopment of properties located at 1522 and 1524-1534 River Drive and 1529 3rd Avenue A, known as the Skinner Block Development ("Project"). The Project will consist of the following elements: redevelopment of the property to include up to 22 market rate apartments and commercial uses in three adjacent properties; leasing of up to 40 parking spaces through a long term lease as well as leases for outdoor dining in the adjacent courtyard; and an addition to the existing dumpster area. The City wishes to support the redevelopment within the Project through the granting of certain lawful incentives to Developer, including but not limited to

those available through Tax Increment Financing (“TIF”) pursuant to the Tax Increment Allocation Redevelopment Act, found generally at 65 ILCS 5/11-74.4-1 et. seq. (the “Act” or the “TIF Act”). The City has made a commitment to identify and conserve those properties which serve as a visible reminder to the City’s architectural and social history, thereby contributing to the cultural and economic vitality and livability of the City through the implementation of sound urban planning and design principles.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

3. Council Bill/Special Ordinance 4015-2014

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 17, 2014.

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 1069-2014

A Resolution authorizing the Mayor and City Clerk to execute an agreement between the City of Moline and Quad City Towing, Inc. to provide towing services for the City of Moline.

EXPLANATION: The police department solicited bids to provide towing service for the City of Moline. One response was received and reviewed. Quad City Towing is recommended on the basis of compliance with the bid specifications, quality and security of facilities and reasonable cost. The agreement is for a one-year period, with an option to extend for two additional years upon mutual agreement of the parties.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

5. Council Bill/Resolution 1070-2014

A Resolution authorizing the Mayor and City Clerk to execute a contract with Miller Trucking & Excavating, Inc. for Project No. 1207, Riverbend Commons Sanitary Sewer and Lift Station, in the amount of \$329,180.00.

EXPLANATION: Bids were solicited with Miller Trucking & Excavating, Inc. submitting the lowest responsible and responsive bid.

FISCAL IMPACT: Sufficient WPC Reserves are available to fund this project. TIF funds will fully reimburse WPC when they become available.

PUBLIC NOTICE/RECORDING: N/A

6. Council Bill/Resolution 1071-2014

A Resolution approving a Resolution for Improvement by Municipality under the Illinois Highway Code for Motor Fuel Tax (MFT) Section 14-00000-00-GM, 2014 Sealcoat Program.

EXPLANATION: A Resolution for Improvement is necessary to use MFT Reserves for the 2014 Sealcoat Program.

FISCAL IMPACT: Sufficient MFT funds are available for this project. State of Illinois construction funds will reimburse \$190,070.00 later in 2014.

PUBLIC NOTICE/RECORDING: N/A

7. Council Bill/Resolution 1072-2014

A Resolution amending Resolution 1163-2013 by increasing the 2014 allocation of City of Moline Community Development Block Grant (CDBG) funds by \$129,819.00 to a final FY 2014 total of \$709,819.00 in order to reflect the final allocation amount of the City’s 2014 formula grant funding from the U.S. Department of Housing and Urban Development (HUD); and amending Resolution 1163-2013 by increasing funding of certain approved 2014 program activities per CACUP’s recommendation as found on Exhibit “A” attached hereto and contained therein.

EXPLANATION: The City of Moline receives an annual entitlement grant award of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). The City’s *actual* 2014 funding level has been released and contains an increase of \$129,819.00 over the previously approved estimated amount for a FY 2014 final total of \$709,819.00. As part of the public participation process, CACUP reviews applications for said funds and makes a recommendation to the City Council on the projects and programs to be funded for each program year. These projects and programs are contained within the Annual Action Plan, which is used as the application to initiate the annual entitlement funding process with HUD and also serves as the document to guide implementation of the projects.

FISCAL IMPACT: Funding level is \$709,819.00.

PUBLIC NOTICE/RECORDING: N/A

8. Council Bill/Resolution 1073-2014

A Resolution authorizing the Mayor and City Clerk to execute an Amendment to the Intergovernmental Agreement between the Cities of Moline, East Moline and Silvis, the County of Rock Island, and the Village of Milan to expand the zone boundaries of the Illinois Quad Cities Enterprise Zone; and authorizing the Mayor and City Clerk to execute the amended Intergovernmental Agreement.

EXPLANATION: The Cities of East Moline, Moline and Silvis, the County of Rock Island, and the Village of Milan currently comprise the Illinois Quad Cities Enterprise Zone. The County of Rock Island has requested changes in the zone boundaries by adding territory to the existing Enterprise Zone pursuant to the Illinois Enterprise Zone Act, 20 ILCS 655/1 *et seq.* The change would add approximately 423.48 acres to the County portion of the Enterprise Zone. The County conducted a public hearing on May 5, 2014. The addition of this territory will facilitate in the increased economic benefit of the Quad Cities.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: A public hearing was held on May 5, 2014.

OMNIBUS VOTE

ITEMS NOT ON CONSENT

FIRST READING ORDINANCES

9. Council Bill/General Ordinance 3011-2014

An Ordinance amending General Ordinance No. 88-3-2 related to the establishment of an Enterprise Zone in the City of Moline, pursuant to an Intergovernmental Agreement with the Cities of East Moline, Moline and Silvis, the County of Rock Island, and the Village of Milan.

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

EXPLANATION: The Cities of East Moline, Moline and Silvis, the County of Rock Island, and the Village of Milan currently comprise the Illinois Quad Cities Enterprise Zone. The County of Rock Island has requested changes in the zone boundaries by adding territory to the existing Enterprise Zone pursuant to the Illinois Enterprise Zone Act, 20 ILCS 655/1 *et seq.* The change would add

approximately 423.48 acres to the County portion of the Enterprise Zone. The County conducted a public hearing on May 5, 2014. The addition of this territory will facilitate in the increased economic benefit of the Quad Cities.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: A public hearing was held on May 5, 2014.

10. Council Bill/General Ordinance 3012-2014

An Ordinance amending Chapter 30 of the Moline Code of Ordinances, formerly reserved for future use, by enacting one new Chapter 30 titled "CABLE/VIDEO SERVICE PROVIDER FEE, PEG ACCESS SUPPORT FEE, AND CUSTOMER PROTECTION."

EXPLANATION: In 2007, the Illinois General Assembly passed the Illinois Cable and Video Competition Law that permitted cable providers to provide video and cable services either through a local franchise agreement or through a state issued authorization. For those cable providers providing service by state authorization, municipalities have the option to impose fees for the service provided, for use of right-of-way, and for public access programming. Since the only cable provider in the City of Moline was subject to a franchise agreement, the City did not need to impose the ordinances as to service provider and public access fees. Now, the franchise agreement with Mediacom has expired and Mediacom has applied with the Illinois Commerce Commission to include the City of Moline in its statewide authorization. So that the City does not lose the revenues from the franchise agreement, staff recommends imposing the service provider and public access fees allowable by the Illinois Cable and Video Competition Law. These fees are equal to 5% of Mediacom's gross revenues, and thus equal to the amount the City received pursuant to the franchise agreement. The City will also receive an additional 1% of gross revenues for public access programming. In addition, the Cable and Video Customer Protection Law authorizes local governments to enforce the customer protection provisions of said Law.

Adoption of this ordinance will allow the City to establish the service provider fee and the PEG access support fee pursuant to the Cable and Video Competition Law and to enforce the customer service and privacy protection standards of the Cable and Video Customer Protection Law.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

11. Council Bill/Special Ordinance 4016-2014

A Special Ordinance authorizing the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 2530 4th Avenue, Moline, to Christopher L. Ensey and Patricia C. Ensey.

EXPLANATION: The property at 2530 4th Avenue, Moline, was acquired by the City due to Code compliance issues. The City used NSP2 money to demolish a dilapidated house on the property. Because the lot is of a substandard size, City staff approached adjacent property owners, Christopher and Patricia Ensey, to see if they would be interested in adding the smaller lot to their property. The Enseys have agreed to purchase the property for \$1500 pursuant to the terms of the attached Agreement for Sale of Real Estate.

FISCAL IMPACT: Reduced maintenance costs for the City, future tax revenue.

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

12. Council Bill/Special Ordinance 4017-2014

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 First Step Riverfront 5K Race to be held on Saturday, May 24, 2014.

EXPLANATION: This event has been reviewed by the Special Events Committee.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

MISCELLANEOUS BUSINESS

PUBLIC COMMENT

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

EXECUTIVE SESSION

City of Moline

April 2014
Financial Report

**CITY OF MOLINE
SUMMARY OF REVENUE AND EXPENDITURES
AS OF 04/30/14**

	BUDGET	YTD ACTUAL	VARIANCE
GENERAL FUND			
Revenues	\$42,059,185	\$10,741,787	\$31,317,398
Expenditures	\$42,059,185	\$10,936,619	\$31,122,566
Difference	\$0	(\$194,831)	
GENERAL TRUST FUND			
Revenues	\$356,000	\$168,832	\$187,168
Expenditures	\$356,000	\$442,939	(\$86,939)
Difference	\$0	(\$274,107)	
SFOOR GRANT			
Revenues	\$83,435	\$8,125	\$75,310
Expenditures	\$83,435	\$122	\$83,313
Difference	\$0	\$8,003	
TOURISM FUND			
Revenues	\$2,261,625	\$84,432	\$2,177,193
Expenditures	\$2,261,625	\$7,605	\$2,254,020
Difference	\$0	\$76,826	
LEAD GRANT			
Revenues	\$778,470	\$147,550	\$630,920
Expenditures	\$778,470	\$74,569	\$703,901
Difference	\$0	\$72,980	
HOMEBUYER TRUST GRANT			
Revenues	\$209,255	\$0	\$209,255
Expenditures	\$209,255	\$279	\$208,976
Difference	\$0	(\$279)	
EMERGENCY REPAIR GRANT			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$0	\$0
Difference	\$0	\$0	
NSP2 GRANT			
Revenues	\$538,825	\$26,674	\$512,151
Expenditures	\$538,825	\$14,969	\$523,856
Difference	\$0	\$11,705	
LIBRARY FUND			
Revenues	\$3,126,475	\$211,687	\$2,914,788
Expenditures	\$3,126,475	\$919,591	\$2,206,884
Difference	\$0	(\$707,904)	
PARK FUND			
Revenues	\$4,667,750	\$429,533	\$4,238,217
Expenditures	\$4,667,750	\$864,609	\$3,803,141
Difference	\$0	(\$435,076)	

	BUDGET	YTD ACTUAL	VARIANCE
MOTOR FUEL TAX FUND			
Revenues	\$1,050,000	\$362,473	\$687,527
Expenditures	\$1,050,000	\$172,638	\$877,362
Difference	\$0	\$189,835	
COMMUNITY DEVELOPMENT			
Revenues	\$833,455	\$135,088	\$698,367
Expenditures	\$833,455	\$50,959	\$782,496
Difference	\$0	\$84,129	
REVOLVING LOAN FUND			
Revenues	\$280,000	\$4,678	\$275,322
Expenditures	\$280,000	\$0	\$280,000
Difference	\$0	\$4,678	
TAX INCREMENTAL FINANCING #1			
Revenues	\$3,091,045	\$407,303	\$2,683,742
Expenditures	\$3,091,045	\$456,814	\$2,634,231
Difference	\$0	(\$49,511)	
TAX INCREMENTAL FINANCING #2			
Revenues	\$215,000	\$277	\$214,723
Expenditures	\$215,000	\$53,193	\$161,808
Difference	\$0	(\$52,916)	
TAX INCREMENTAL FINANCING #3			
Revenues	\$54,790	\$423	\$54,367
Expenditures	\$54,790	\$1,237	\$53,553
Difference	\$0	(\$815)	
TAX INCREMENTAL FINANCING #4			
Revenues	\$190,630	\$14,775	\$175,855
Expenditures	\$190,630	\$3,567	\$187,063
Difference	\$0	\$11,208	
HOMEBUYER GRANT			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$0	\$0
Difference	\$0	\$0	
TIF #5 KONE CENTRE			
Revenues	\$483,000	\$13	\$482,987
Expenditures	\$483,000	\$48,312	\$434,688
Difference	\$0	(\$48,300)	
TIF #6 MOLINE PL PHASE II			
Revenues	\$53,500	\$0	\$53,500
Expenditures	\$53,500	\$515	\$52,985
Difference	\$0	(\$515)	
TIF #7 BUSINESS PARK			
Revenues	\$5,000,000	\$907	\$4,999,093
Expenditures	\$5,000,000	\$336,918	\$4,663,082
Difference	\$0	(\$336,011)	

	BUDGET	YTD ACTUAL	VARIANCE
TIF #9 Route 150			
Revenues	\$0	\$0	(\$0)
Expenditures	\$0	\$0	\$0
Difference	\$0	\$0	
TIF #8 MALL AREA			
Revenues	\$0	\$0	\$0
Expenditures		\$0	\$0
Difference	\$0	\$0	
TIF #10 Health Park			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$0	\$0
Difference	\$0	\$0	
SPECIAL SERVICE AREA #5			
Revenues	\$175,435	\$4,576	\$170,859
Expenditures	\$175,435	\$32,012	\$143,423
Difference	\$0	(\$27,436)	
SPECIAL SERVICE AREA #6			
Revenues	\$257,225	\$14,327	\$242,898
Expenditures	\$257,225	\$51,994	\$205,231
Difference	\$0	(\$37,667)	
TIF #11 MULTI MODAL			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$33,751	(\$33,751)
Difference	\$0	(\$33,751)	
TIF #12 RIVERBEND COMMONS			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$84,688	(\$84,688)
Difference	\$0	(\$84,688)	
WATER FUND			
Revenues	\$10,284,920	\$3,033,504	\$7,251,416
Expenditures	\$10,284,920	\$2,775,853	\$7,509,067
Difference	\$0	\$257,651	
WPC FUND			
Revenues	\$17,131,115	\$2,784,802	\$14,346,313
Expenditures	\$17,131,115	\$2,280,062	\$14,851,053
Difference	\$0	\$504,740	
STORMWATER UTILITY			
Revenues	\$1,223,030	\$341,251	\$881,779
Expenditures	\$1,223,030	\$180,092	\$1,042,938
Difference	\$0	\$161,159	
FIRE PENSION			
Revenues	\$5,430,800	\$230,048	\$8,811
Expenditures	\$5,430,800	\$1,188,793	\$4,242,007
Difference	\$0	(\$958,745)	

	BUDGET	YTD ACTUAL	VARIANCE
REHER ART GALLERY			
Revenues	\$38,765	\$0	\$38,765
Expenditures	\$38,765	\$0	\$38,765
Difference	\$0	\$0	
PERPETUAL CARE FUND			
Revenues	\$14,025	\$2,023	\$83,516
Expenditures	\$14,025	\$0	\$14,025
Difference	\$0	\$2,023	
PARK/CEMETERY GIFTS			
Revenues	\$66,500	\$61,641	\$4,859
Expenditures	\$66,500	\$38,802	\$27,698
Difference	\$0	\$22,839	
FOREIGN FIRE INS TAX			
Revenues	\$58,090	\$0	\$58,090
Expenditures	\$58,090	\$18,032	\$40,058
Difference	\$0	(\$18,032)	
POLICE PENSION			
Revenues	\$4,464,980	\$433,986	\$4,030,994
Expenditures	\$4,464,980	\$978,075	\$3,486,905
Difference	\$0	(\$544,089)	
LIBRARY TRUST			
Revenues	\$67,150	\$22,271	\$44,879
Expenditures	\$67,150	\$15,260	\$51,890
Difference	\$0	\$7,011	
HEALTH BENEFIT FUND			
Revenues	\$7,720,250	\$2,201,151	\$5,519,099
Expenditures	\$7,720,250	\$2,623,579	\$5,096,671
Difference	\$0	(\$422,427)	
OPEB RETIREMENT FUND			
Revenues	\$500,000	\$502,442	(\$2,442)
Expenditures	\$500,000	\$0	\$500,000
Difference	\$0	\$502,442	
INFORMATION TECHNOLOGY			
Revenues	\$1,131,640	\$235,314	\$896,326
Expenditures	\$1,131,640	\$330,028	\$801,612
Difference	\$0	(\$94,714)	
PUBLIC SAFETY EQUIPMENT			
Revenues	\$158,265	\$74,275	\$83,990
Expenditures	\$158,265	\$0	\$158,265
Difference	\$0	\$74,275	
LIABILITY FUND			
Revenues	\$3,765,725	\$1,607,287	\$2,158,438
Expenditures	\$3,765,725	\$1,325,809	\$2,439,916
Difference	\$0	\$281,478	

	BUDGET	YTD ACTUAL	VARIANCE
FLEET SERVICES			
Revenues	\$5,081,570	\$1,223,653	\$3,857,917
Expenditures	\$5,081,570	\$1,359,390	\$3,722,180
Difference	\$0	(\$135,738)	
SANITATION FUND			
Revenues	\$2,530,365	\$674,074	\$1,856,291
Expenditures	\$2,530,365	\$689,467	\$1,840,898
Difference	\$0	(\$15,393)	
DEBT. SERVICE FUND			
Revenues	\$3,060,850	\$1,309,316	\$1,751,534
Expenditures	\$3,060,850	\$1,336,065	\$1,724,785
Difference	\$0	(\$26,749)	
2007 ESCROW ACCOUNT			
Revenues	\$108,000	\$42,984	\$65,016
Expenditures	\$108,000	\$44,979	\$63,021
Difference	\$0	(\$1,995)	
CAPITAL IMPROVEMENT FUND			
Revenues	\$7,440,000	\$2,536,306	\$4,903,694
Expenditures	\$7,440,000	\$1,713,190	\$5,726,810
Difference	\$0	\$823,116	
VIDEO GAMING SPEC PROJ			
Revenues	\$35,000	\$0	\$35,000
Expenditures	\$35,000	\$0	\$35,000
Difference	\$0	\$0	
* TOTALS			
Revenues	\$136,076,140	\$30,079,788	\$105,996,352
Expenditures	\$136,076,140	\$31,485,377	\$104,590,763
Difference	\$0	(\$1,405,588)	

**City of Moline
Major Revenue Projection
Summary Sheet
as of April 30, 2014**

Revenues	Year to Date Receipts	Projections	Current Budget	Budget Variance	Prior Year Actual	% Change Cur Proj/ Prior Yr	Last Month's Projection	% Change Proj This Month/ Last Month
Property Tax	\$0	\$14,784,970	\$14,784,970	\$0	\$14,675,345	0.75%	\$14,784,970	0.00%
State Sales Tax	\$3,229,506	\$9,607,000	\$9,857,000	(\$250,000)	\$9,457,039	4.23%	\$9,707,000	-1.03%
Water User Fees	\$2,697,895	\$8,281,645	\$8,281,645	\$0	\$7,735,554	7.06%	\$8,281,645	0.00%
Sewer User Fees	\$2,392,759	\$6,858,765	\$6,858,765	\$0	\$6,725,107	1.99%	\$6,858,765	0.00%
Home Rule Sales Tax	\$2,750,469	\$7,994,000	\$8,067,000	(\$73,000)	\$8,106,203	-0.48%	\$8,007,000	-0.16%
Income Tax	\$1,489,224	\$4,200,000	\$3,800,000	\$400,000	\$4,142,981	-8.28%	\$3,800,000	10.53%
Replacement Tax	\$1,087,958	\$2,521,535	\$2,374,535	\$147,000	\$2,389,920	-0.64%	\$2,374,535	6.19%
Utility Taxes	\$1,466,655	\$3,290,000	\$3,009,000	\$281,000	\$3,014,491	-0.18%	\$3,109,000	5.82%
Food/Liquor Tax	\$681,054	\$2,016,000	\$2,025,000	(\$9,000)	\$2,016,801	0.00%	\$2,025,000	-0.44%
Telecommunication Tax	\$483,040	\$1,530,000	\$1,881,975	(\$351,975)	\$1,636,428	15.01%	\$1,781,975	-14.14%
Total	\$16,278,560	\$61,083,915	\$60,939,890	\$144,025	\$59,899,869	1.74%	\$60,729,890	0.58%

NOTE: State of Illinois is two months behind in remitting Income Tax payments.
Food & Beverage Tax increased from 1% to 1.5% as of 1/1/10
Home Rule Sales Tax increased from 1% to 1.25% as of 1/1/10
Utility Tax increased from 3% to 5% as of 1/1/12

Council Bill/General Ordinance No.: 3010-2014
Sponsor: _____

AN ORDINANCE

AMENDING Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 18 thereof, "TWO-HOUR PARKING RESTRICTIONS IN NONMETERED ZONES," by deleting 5th Avenue, on both sides, between 20th Street to 24th Street, and adding in lieu thereof 5th Avenue, on both sides, between 21st Street and 24th 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 18 thereof, "TWO-HOUR PARKING RESTRICTIONS IN NONMETERED ZONES," is hereby amended by deleting 5th Avenue, on both sides, between 20th Street and 24th Street, and adding in lieu thereof 5th Avenue, on both sides, between 21st Street and 24th 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, 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/Special Ordinance No.: 4014-2014
Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute a Performance Based Development Agreement between the City of Moline and KJMC Properties, L.L.C. for the “Skinner Block Development” project and to execute any necessary agreements referenced therein, and authorizing all appropriate City officers and staff to do all things necessary to complete each of the City’s responsibilities pursuant to said agreement.

WHEREAS, KJMC Properties, L.L.C. (“Developer”) seeks to enter into a Performance Based Development Agreement with the City to facilitate redevelopment of properties located at 1522 and 1524-1534 River Drive and 1529 3rd Avenue A, known as the Skinner Block Development (“Project”); and

WHEREAS, the Project will consist of the following elements: redevelopment of the property to include up to 22 market rate apartments and commercial uses in three adjacent properties; leasing of up to 40 parking spaces through a long term lease as well as leases for outdoor dining in the adjacent courtyard; and an addition to the existing dumpster area; and

WHEREAS, the City wishes to support the redevelopment within the Project through the granting of certain lawful incentives to Developer, including but not limited to those available through Tax Increment Financing (“TIF”) pursuant to the Tax Increment Allocation Redevelopment Act, found generally at 65 ILCS 5/11-74.4-1 et. seq. (the “Act” or the “TIF Act”); and

WHEREAS, the City has made a commitment to identify and conserve those properties which serve as a visible reminder to the City’s architectural and social history thereby contributing to the cultural and economic vitality and livability of the City through the implementation of sound urban planning and design principles; and

WHEREAS, the City believes that the Redevelopment Project to be located on the Property and the fulfillment generally of the terms of this Development Agreement are in the vital and best interest of the City and its residents.

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 a Development Agreement between the City of Moline and KJMC Properties, L.L.C, for the Skinner Block Development project and to execute any necessary agreements referenced therein, and authorizing all appropriate City officers and staff to do all things necessary to complete each of the City’s responsibilities pursuant to said agreement; provided, however, that said Agreement is in substantially similar 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, 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

Original - HAY
R.N. AWIN

DEVELOPMENT AGREEMENT

Between the

CITY OF MOLINE

and

KJMC PROPERTIES, L.L.C.

“SKINNERBLOCK DEVELOPMENT”

THIS INDENTURE ("Agreement") made and entered into on this 17th day of April, 2014, by and between the City of Moline, an Illinois Municipal Corporation ("City"), and KJMC Properties, L.L.C., an Iowa Limited Liability Company, duly registered to do business in the State of Illinois. ("Developer").

WITNESSETH:

WHEREAS, the City wishes to engage in certain lawful activities authorized by applicable law to assist private persons and entities in carrying out certain redevelopment activities which are identified in the Project Plan for the City's Tax Incremental Financing District (TIF) enacted pursuant to the Tax Increment Allocation Redevelopment Act, found generally at 65 ILCS 5/11-74.4-1 et. seq. (the "Act"); and

WHEREAS, the City wishes to enter into this Development Agreement with the Developer in order to facilitate redevelopment of the Property (as defined below) located at 1522 and 1524-1534 River Drive and 1529 3rd Avenue A; to be known as the Skinner Block Development; and

WHEREAS, the Redevelopment Project shall consist of the following elements:

- i. Developer to complete the purchase of the building at 1522 River Drive; Developer current record title owner of the following two (2) buildings located at 1524-1534 River Drive and 1529 3rd Avenue A; these three (3) properties are identified as parcel numbers: 08-5437-1, 08-5435 and 08-5436;
- ii. Rehabilitation of 1524-1534 River Drive into 12 apartments on the second and third floors, and rehabilitation of 1522 River Drive into a commercial space on the first floor and either 2 apartments or commercial use on the second floor;
- iii. Rehabilitation of 1529 3rd Avenue A into 8 apartments units on the second and third floors.

- iv. Commit to lease a minimum of 40 parking spaces at market rate from the City in the future when a parking structure is completed on adjacent property.

The foregoing elements of the Skinner Block Project shall hereinafter be collectively referred to as the "Redevelopment Project" unless individually identified; and

WHEREAS, the Redevelopment Project is to take place upon that certain real property described above as parcel numbers 08-5437-1, 08-5435 and 08-5436, which is more particularly described in Exhibit A, "Legal Description," attached hereto and incorporated herein by this reference thereto; and

WHEREAS, the City has made a commitment to identify and conserve those properties which serve as a visible reminder to the City's architectural and social history, thereby contributing to the cultural and economic vitality and livability of the City through the implementation of sound urban planning and design principles; and

WHEREAS, it is necessary for the successful completion of the Project that the City enter into this Development Agreement with Developer to provide for the redevelopment of the Property, thereby implementing the TIF Plan; and

WHEREAS, but for certain incentives to be provided by the City in accordance with the Act and pursuant to the home rule powers of the City, which the City is willing to provide under the terms and conditions contained herein, the Parties acknowledge and agree that but for the incentives, to be provided by the City as set forth herein, Developer cannot successfully and economically develop the Property substantially in conformance with the Redevelopment Project. The City has determined that it is desirable and in the City's best interests to assist Developer in the manner set forth herein and as this Development Agreement may be supplemented and amended from time to time; and

WHEREAS, the City wishes to assist private developers in carrying out projects that expand housing opportunities and create commercial enterprises in the City; and

WHEREAS, the City believes that the Redevelopment Project to be located on the Property and the fulfillment generally of the terms of this Agreement are in the vital and best interests of the City and its residents, and are in accord with its duty, authority, and the public purposes and conditions arising under the Act and all applicable state and local laws and requirements.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby stipulate, covenant, contract and agree as follows, to-wit:

I. CITY'S AGREEMENT TO PROVIDE ASSISTANCE.

The following sets forth the intentions, undertakings and contractual obligations and responsibilities of the City under this Agreement in accordance with the Development Timetable contained in Exhibit B, attached hereto and incorporated by reference herein:

- A. Maximum TIF Payment. The City's total payment paid from the net incremental real estate tax generated by the Redevelopment Project under this Section I shall not extend beyond December 31, 2021, which is the expiration of the property tax TIF district.

The estimated total project cost for the Redevelopment Project is Three Million Six Hundred Thousand Dollars (\$3,600,000). Fifteen percent (15%) of the total project cost equals Five Hundred Forty Thousand Dollars (\$540,000). In no event shall the maximum total assistance ever exceed Five Hundred Forty Thousand Dollars (\$540,000) distributed from the property tax rebate. In the event that the total project cost is less than the amount shown above, then fifteen percent (15%) of the reduced project cost will be the maximum amount paid to the Developer through the term of this Agreement. If, for example, the total project costs are twenty percent (20%) less than the amount shown above, then the total City rebate distributed from the property tax rebate will be reduced by twenty percent (20%).

Both parties acknowledge that the Tax Increment Financing District expires in 2021 and that there may not be the full increment generated prior to the expiration of the TIF to reach 15% of the total project cost. It is understood that the City is under no obligation to provide additional revenue sources to meet the 15% rebate indicated above.

- B. Property Tax Rebate. The City shall pay through its TIF Fund to Developer the net incremental annual real estate taxes once collected by the City as follows:

100%: 2014 – 2021 or until the final payment is made or the TIF District expires in 2021, it being understood that should the Maximum TIF Payment be paid prior to the dates listed on this schedule than no additional amount will be due or owing from the City. In no event will any payment be made after 2021.

The net incremental annual real estate taxes paid to the City shall be reimbursed to the Developer only to pay for eligible redevelopment expenses allowed under the Act (65 ILCS 5/11-74.4-3) as illustrated in Exhibit C, "TIF Eligible Expenses," attached hereto and incorporated herein by this reference, subject to the maximum identified in I.A. above.

The base year for computation purposes of the net incremental annual real estate taxes is agreed to be 2013, and the base Equalized Assessed Valuation (EAV) for the base year 2013 for parcels 08-5437-1, 08-5435 and 08-5436 is Three Hundred Seventy Thousand Eight Hundred Sixty Two Dollars (\$370,862). The property tax rebate period will start with assessment year 2013 and payment year 2014. The payment shall be from the incremental property tax generated solely by the Property, and paid to the City's TIF Account; the City shall remit to the Developer within thirty-days (30) after receipt of total annual payment into said City's TIF Account from Rock Island County. The Incremental Real Estate Taxes generated will be paid to the Developer for the particular year in question as set forth above.

Developer agrees to pay property taxes for the Property when due and payable and understands and agrees that failure to pay property taxes for the Property in a timely manner will render the City's rebate obligation null and void. Developer further agrees that the total rebate paid is limited to the increment generated by the project and paid to the City's TIF Account and may not be the amount identified in Section I.A. above. An illustrative example of the payments called for under this paragraph is shown in Exhibit D attached hereto and by this reference made a part hereof. The parties agree that the figures shown in Exhibit D are for illustrative purposes, and the actual payments to be made in any given year may be less than the amount shown or may be \$0 depending upon the actual experience.

- C. Parking. The City agrees to allow the tenants of the Skinner Block Development to park in the Visitor Parking Lots at 17th Street and River Drive (East Lot, referred to as Lot Z, being located at the southeast intersection of 17th Street and River Drive directly north of Washington Square Apartments as depicted on Exhibit E, and West Lot being located at 320 16th Street (the former Deere Collectors Center), as well as connecting lot to the north just south of River Drive and the connecting lot to the west between the railroad tracks and the Historic Block Courtyard as depicted on Exhibit E). Exhibit E is attached hereto and incorporated herein by reference. At such time that a development is approved and construction is under way on the West Lot, the City agrees to provide temporary parking in nearby City-owned parking lots as depicted on Exhibit E, namely the adjacent Visitor Lots and East Lot (Lot Z). At such time as a permanent parking structure is completed, the City will provide a minimum of 40 parking spaces to the residents of the Skinner Block Development at market rate, which will be equal to the rate to be charged

to the general public to park in the parking structure on a long-term lease basis.

- D. Maximum Amount of Property Tax Rebate. Pursuant to 65 ILCS 5/11-74.4-3(q), the maximum amount of rebate shall not exceed the sum of all reasonable or necessary eligible expenses (see Exhibit C) incurred or incidental to the Redevelopment Plan and Redevelopment Project.
- E. Final Payment. Upon final payment of the amount specified in paragraph I.A., above, or upon making the final payment as specified in I.B. above, the City's obligations under this Agreement shall be fully paid and satisfied regardless of the total amount of payments actually received by the Developer.
- F. Interest. There shall be no interest charged to the City or due to the Developer pursuant to this Agreement at any time, and no interest shall ever be paid to the Developer from the City pursuant to this Agreement, irrespective of whether or not the City is delinquent or otherwise tardy in making payments required hereunder.
- G. Enterprise Zone Benefits. The City shall take no action to eliminate the Enterprise Zone while still authorized by statute for the benefit and duration of the Redevelopment Project by which means materials can be purchased for the construction of the Redevelopment Project without the imposition of sales tax and other economic benefits may be obtained under the Enterprise Zone guidelines as are available under the law. The City will cooperate and assist the Developer in its application for all Enterprise Zone benefits, if any, but the City does not warrant or assure or guarantee that any such benefits will be available to the Developer.
- H. Grants and Loan Applications. The City agrees to use its best efforts to support the Developer in applying to state and federal grant or loan programs that will enhance the Redevelopment Project.
- I. TIF Amendments. The parties expressly understand and agree that all payments provided for in the paragraphs set forth above shall be at all times subject to the requirements and restrictions of the Act.
- J. Lease of Outdoor Space. City shall lease to Developer, upon Developer's request, the unimproved real estate of 12 feet or less in width, so that no existing landscaping is affected, running along the west side of 1522 River Drive, Moline, Illinois (legally described as Tract III on Exhibit A). The Lease shall be for a five (5) year period and shall contain four (4) five-year options to renew, but in no case shall the Lease extend

beyond 2039. The premises to be leased from City to Developer shall be no greater than 12 feet wide east and west, but in no case shall the leased area encroach on existing landscaping, and shall run along and be the length of the north/south measurement of the west side of the existing building located at 1522 River Drive. The Developer or Developer's Tenant shall provide liability insurance in an amount not less than \$1,000,000.00, with City as an additional insured, and agree to maintain the insurance on the leased premises throughout the term of the Lease. The Developer or Developer's tenant shall be allowed to improve the leased premises for outdoor use with minimum improvements to be a concrete slab; entirely fenced in with only access through the building located at 1522 River Drive; with seasonal shelter improvements in the nature of a canopy/roof with a possibility of screened in area along the north, west and south sides of the leased premises. Developer and Developer's tenant may make additional improvements to extend the seasonal use of the leased premises using outdoor heaters, along with other reasonable improvements. City and Developer further agree that lease payments shall be originally determined either by agreement or by securing the written opinion of a licensed Illinois real estate appraiser having his office in Rock Island County, Illinois, to determine the appropriate square footage rental value of the leased premises. The City and Developer further agree that the Lease will contain options to renew as previously indicated, however, the rent payment for all future option periods shall be determined by revaluation of the appropriate per square foot lease payment by a licensed real estate appraiser as indicated above. If the Developer or Developer's tenant wants to serve alcoholic beverages at or on the demised premises, then, Developer/Tenant shall first have to apply for and secure all appropriate liquor licenses from the City of Moline and fully comply with the then existing Moline Liquor Ordinance. Nothing in this Agreement shall serve as approval of any liquor license on any of the premises referenced herein.

- K. Garbage Dumpsters. City agrees to provide to Developer an addition to the existing dumpster area in the southern edge of the parking lot west of the Arsenal Bridge ramp/Collector's Center as long as Developer coordinates with the City's Public Works Department as to the location, size and design, which will need to be consistent with the existing structure. Developer shall construct the addition at its sole cost and expense. Developer shall agree, by separate written agreement, to keep its assigned area clean and well-maintained and to assume sole responsibility for the specific area where its dumpster is located. Should the existing dumpster area need to re-located for any reason, City will

coordinate with Developer to find an alternative site that is acceptable to both parties.

II. DEVELOPER AGREEMENT TO DEVELOP PROPERTY.

- A. Upon the execution of this Agreement, the Developer shall complete the Redevelopment Project substantially in accordance with the plans and specifications for the Redevelopment Project, which plans and specifications must be approved by the City prior to commencement of the Redevelopment Project (such approval may not unreasonably be withheld), as may be normal, customary or required in order to proceed with the Redevelopment Project, in accordance with all applicable rules, codes, regulations, ordinances and laws, including without limitation, the City's Design Build Management Team process through Renew Moline.
- B. Developer agrees to complete the following project elements in accordance with the Development Timetable attached hereto and incorporated herein by reference as Exhibit B:
- i. Purchase of the building at 1522 River Drive identified as parcel number 08-5437-1;
 - ii. Rehabilitation of 1524-1534 River Drive into 12 apartments on the second and third floors, and rehabilitation of 1522 River Drive into a commercial space on the first floor and either 2 apartments or commercial use on the second floor;
 - iii. Rehabilitation of 1529 3rd Avenue A into 8 apartments units on the second and third floors.
 - iv. Lease a minimum of 40 parking spaces from the City in the future when a parking structure is completed on adjacent property. (See paragraph I-C of this Agreement.)
- C. Code Compliance. To the best of the Developer's knowledge, the Redevelopment Project, as designed, is and shall be in full compliance with all applicable state and local laws and ordinances. Further, Developer warrants that the City Code Compliance Manager or Building Official and City Fire Department shall have approved all building plans submitted and agrees to follow all recommendations and requirements of the City Code and the City Code Compliance Manager or Building Official and Fire Chief.
- D. Assessed Valuation. Developer agrees not to appeal the annual assessed valuation of the Property as determined by the Moline

Township Assessor until the expiration of this TIF district, provided that any such assessment is consistent with that of comparable properties within the City's Tax Increment Financing District #1.

**III. CONDITIONS PRECEDENT TO CITY'S INCENTIVE PAYMENTS
HEREUNDER.**

A. The Parties agree that the performance of their respective obligations set forth herein is specifically contingent upon the satisfaction and performance of the Developer having obtained debt and equity financing, or commitments for the same, in such amounts and having such financial terms as are reasonable and related to a fair market financing subject to the exercise of the Developer's discretion within sixty (60) days of the execution of this Agreement.

B. Prior to the disbursement of any TIF rebate payments, Developer shall provide documentation of the actual project cost incurred, which have been independently verified by a third party mutually agreed to by City and Developer, at Developer's expense. Failure to provide an independently verified accounting of project costs for purposes of calculating the TIF rebate payments pursuant to paragraphs I. A and I. B, preceding, shall constitute a breach of this Development Agreement and relieve the City of its obligation to make payments hereunder.

IV. WARRANTIES OF THE CITY.

The City represents and warrants to the Developer that it is empowered and authorized to execute and deliver this Agreement and to lend and deliver the assistance described herein upon proof of eligible "redevelopment project costs" pursuant to Section 5/11-74.4-3(q) of the Act, and to execute and deliver all other agreements and documents, if any, required hereunder to be executed and delivered by the City. This Agreement has been, and each such document at the time it is executed and delivered will be, duly executed and delivered on behalf of the City pursuant to its legal power and authority to do so. When executed and delivered to the Developer, all such agreements shall constitute a legal, valid, and binding obligation of the City, enforceable in accordance with the terms of all such agreements.

V. WARRANTIES OF THE DEVELOPER.

A. The Developer represents and warrants to the City that the Developer is an Iowa Limited Liability Company duly organized and existing under the laws of the State of Iowa and duly authorized to do business in the State of Illinois and that all proceedings of the Developer necessary to authorize the negotiation and execution of this Agreement and the consummation of the transaction contemplated by this Agreement have been taken in accordance with applicable law.

B. The Developer represents and warrants to the City that this Agreement has been duly authorized, executed, and delivered by the Developer, and will be enforceable against the Developer by its terms, except to the extent that such

enforceability shall be limited by bankruptcy, or solvency, or similar laws of general application affecting the enforcement of creditor rights, and by equitable principles.

C. The Developer represents and warrants to the City that the execution and delivery of this Agreement, and the consummation of the transactions contemplated in this Agreement will not violate any provision of its operating agreement or any other contract, agreement, court order or decree to which the Developer may be a party or to which the Developer may be subject, or any applicable federal or state law or municipal ordinance.

VI. DEVELOPER'S INDEMNIFICATION.

The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the failure of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman, from any default or breach of the terms of this Agreement by the Developer, or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer or Developer's contractor). The Developer shall, at the Developer's sole cost and expense, appear, defend and pay all charges, attorneys' fees, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action, the Developer shall, at the Developer's sole cost and expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees or contractors.

The City makes no representations or warranties as to whether or not the Illinois Prevailing Wage Act applies to this Project. Payment of Prevailing Wage and compliance with the Prevailing Wage Act, if required, is the sole responsibility of Developer, and/or its contractors and subcontractors. Developer agrees to indemnify and hold harmless the City and the agents, officers and employees thereof against all losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise from any claims pertaining to the Illinois Prevailing Wage Act.

VII. ENTIRE AGREEMENT.

This document and exhibits hereto contain the entire agreement between the Developer and the City as to this Agreement and its burdens and benefits shall inure to the benefit of, and shall be binding upon the parties hereto or a memorandum thereof

and their respective heirs, executors, successors, and assigns. This Agreement or a memorandum thereof shall be recorded as set forth below, and may be modified only by written amendment signed by the Developer and the City, which amendment shall become effective upon recording by either party in the Recorder's Office in Rock Island County, Illinois.

VIII. ASSIGNMENT.

The Developer hereunder may assign the rights, duties, and obligations of the Developer only with the prior written consent of the City (which consent may not unreasonably be withheld). For the purposes of this paragraph, consent shall be deemed given by the City upon execution of this Agreement for any assignment to any person or entity having a verified net worth of not less than Five Million and No/100 Dollars (\$5,000,000.00). If a request for consent is not denied in writing on or before thirty (30) days after written request, such consent shall be deemed given.

IX. SURVIVAL OF WARRANTIES AND REPRESENTATIONS.

Any warranty, representation, or agreement herein contained shall survive the execution of the Agreement.

X. NOTICE OF DEFAULT.

In the event either party is in default hereunder (the "Defaulting Party"), the other party (the "Non-Defaulting Party") shall be entitled to take any action allowed by applicable law by virtue of said default provided that the Non-Defaulting Party first gives the Defaulting Party written notice of default describing the nature of the default, what action, if any, is deemed necessary to cure the same and specifying a time period of not less than thirty (30) days in which the default may be cured by the Defaulting Party.

XI. REMEDIES UPON DEFAULT.

A. If, in the City's judgment, the Developer is in default of this Agreement, the City shall provide the Developer with a written statement indicating in adequate detail any failure on the Developer's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Developer diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach or of any rights or remedies it may have as a result of such default or breach.

B. If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in Paragraph A above have expired or if all or a portion of any such agreement is terminated, the City may elect to terminate this Agreement or exercise any right or remedy it may have at law or in equity, including without limitation the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property, the City may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the City, to forthwith terminate this Agreement. To effect the City's termination of this Agreement under this Section XI.B., the City's sole obligation shall be to record, in the office of the Rock Island County Recorder, a Certificate of Default executed by the Mayor of the City or such other person as shall be designated by the City, stating that this Agreement is terminated pursuant to the provisions of this Section XI.B., in which event this Agreement by virtue of the recording of such certificate, shall *ipso facto* automatically become null and void and of no further force and effect.

C. If, in the Developer's judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the City diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any right or remedy as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach or of any rights or remedies it may have as a result of such default or breach.

D. In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance. Notwithstanding the foregoing, in the event either party shall institute and complete legal action against the other party because of a breach of any agreement or obligation

contained in this Agreement, the substantially prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

E. The rights and remedies of the parties are cumulative and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party.

XII. NON-DISCRIMINATION.

The Developer agrees that neither the Property nor any portion thereof, shall be sold to, leased, or used by the Developer in a manner to permit discrimination or restriction on the basis of race, creed, ethnic origin or identity, color, gender, sexual orientation, religion, marital status, age, handicap, or national origin, and that the development of and construction and operations on the Property shall be in compliance with all effective laws, ordinances, and regulations relating to discrimination on any of the foregoing grounds.

XIII. 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; (b) mailed by certified mail, return receipt requested, United States mail, postage prepaid; or (c) delivered by overnight courier delivery service (i.e. Federal Express, UPS, etc.) and addressed to the party at the address shown as follows:

TO CITY: City Administrator and City Clerk
619 16th Street
Moline, IL 61265

WITH A COPY TO: City Attorney
619 16th Street
Moline, IL 61265

TO DEVELOPER: KJMC Properties, L.L.C.
Attn: Christopher R. Townsend,
Manager and Member
2950 Mc Clellan Boulevard
Davenport, IA 52803

TO DEVELOPER: Aaron Klosterman, Manager
2950 Diamond Mill Circle
Coralville, Iowa 52241

Any party may change the address to which notices shall be sent by notice given in accordance with the terms of this paragraph.

XIV. COUNTERPARTS.

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

XV. HEADINGS.

Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

XVI. APPLICABLE LAW.

This Agreement and each of its subparts and incorporated items thereto shall be interpreted under the laws of the State of Illinois and any action brought to enforce or interpret any of its provisions or otherwise involving this Agreement must be filed in a Rock Island County, Illinois, court of competent jurisdiction.

XVII. SEVERABILITY.

Should any part of this Agreement be determined to be illegal, invalid, or otherwise unenforceable, then all such remaining parts not so affected by such illegality, invalidity, or unenforceability shall continue in full force and effect, fully binding both parties, their respective heirs and assigns, as to such remaining terms.

XVIII. NO JOINT VENTURE, AGENCY OR PARTNERSHIP CREATED.

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

XIX. ASSURANCE OF FURTHER ACTION.

From time to time hereafter and without further consideration, each of the parties to this Agreement shall execute and deliver, or cause to be executed and delivered, such recordable memoranda, further instruments, and agreements, and shall take such other actions, as any other party may reasonably request, in order to more effectively memorialize, confirm, and effectuate the intentions, undertakings, and obligations contemplated by this Agreement.

XX. DELAYED EXECUTION.

After this Agreement is approved by the Moline City Council and duly signed by the Mayor and attested by the City Clerk, the Developer shall have up to ten days (10) from that date to execute this Agreement, and this Agreement shall not be binding on the parties until duly executed by both parties.

XXI. DISCLAIMER OF THIRD PARTY BENEFITS.

The intentions, affirmations, authorizations and agreements between the parties hereto as expressed herein are approved solely by and between the parties hereto and

no other; and provided further, however, that neither and none of such intentions, affirmations, authorizations or agreements may be relied upon by any person or entity, to such entity or person(s) detriment, or for any reason whatsoever, whether third person or otherwise. Any such reliance or purported reliance as a third party beneficiary to this Agreement or predicated upon any other relationship to any of the parties hereto and each of them, whether real or alleged, is specifically disclaimed by the parties herein.

XXII. TERM.

This Agreement shall be in full force and effect from and after execution hereof by the last party to execute same and shall remain in full force and effect to and until the later of (i) December 31, 2021 and (ii) the final net incremental annual real estate property tax payment generated under the TIF Ordinances for TIF eligible Project costs have been received by Developer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth above their respective signatures.

THE CITY OF MOLINE, ILLINOIS

KJMC Properties, L.L.C.

DATED: _____

DATED: April 17, 2014

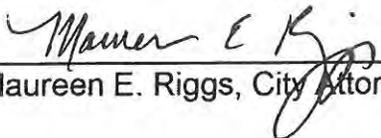
By: _____
Scott Raes, Mayor

By: 
Christopher R. Townsend

By: 
Aaron Klosterman

Attest: _____
Tracy Koranda, City Clerk

Approved as to form:


Maureen E. Riggs, City Attorney

STATE OF ILLINOIS)
)
COUNTY OF ROCK ISLAND) SS:

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared **Scott Raes** and **Tracy Koranda** to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the **CITY OF MOLINE**, executing the within and foregoing instrument to which this is attached; that said instrument was signed (and sealed) on behalf of (the seal affixed thereto is the seal of said corporation) as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

NOTARY PUBLIC

STATE OF Illinois)
)
COUNTY OF Rock Island) SS:

On this 17th day of April, 2014, before me, a Notary Public in and for said County and State aforesaid, personally appeared **Christopher R. Townsend** and **Aaron Klosterman** to me personally known, who being by me duly sworn (or affirmed) did say that they are the Managers of **KJMC Properties, L.L.C.**, and that said instrument was signed on behalf of the Corporation; **Christopher R. Townsend** and **Aaron Klosterman** acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation, by it and by him voluntarily executed.

Robert H. Alvine
NOTARY PUBLIC

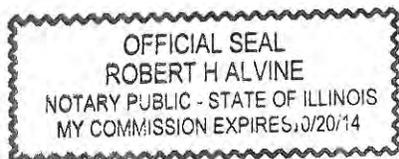


EXHIBIT A
LEGAL DESCRIPTIONS

Tract I: [1524-1534 River Drive, Moline, Illinois] The North Ninety-Five (95) feet of Lot One (1) and the North Ninety-Five (95) feet of the East One Quarter (E 1/4) of Lot Two (2) in Block Number Eighteen (18) in the Old or Original Town of Moline, situated in the City of Moline, in the County of Rock Island and State of Illinois. Moline Township Tax Parcel: 5435.

Tract II: [1529 -3rd Avenue A, Moline, Illinois] The West Half (W 1/2) of the East Half (E 1/2) of Lot Number Two (2) in Block Number Eighteen (18) in that part of the City of Moline known as and called the Old or Original Town of Moline, excepting the North 87.1 feet of said premises; situated in the County of Rock Island and the State of Illinois.

Also

The South Fifty-Five (55) feet of Lot Number One (1) and the South Fifty-Five (55) feet of the East Quarter of Lot Number Two (2), all in Block Number Eighteen (18), in that part of the City of Moline, known as and called the Old or Original Town of Moline, situated in Rock Island County, Illinois. Moline Township Tax Parcel: 5436.

Tract III: [1522 River Drive, Moline, Illinois] The North 87.1 feet of the West Half (W 1/2) of the East Half (E 1/2) of Lot Number Two (2) in Block Number Eighteen (18) in that part of the City of Moline, known as and called the Old or Original Town of Moline, situated in the County of Rock Island, State of Illinois. Moline Township Tax Parcel: 5437-1.

EXHIBIT B

DEVELOPMENT TIMETABLE

Close on 1522 River Drive property	4-15-2014
Begin Construction on 1522 River Drive, and 1524-1534 River Drive	Upon approval of Development Agreement by City Council
Start Lease Up of Phase I	11-1-2014
Begin Construction on 1529 3 rd Avenue A	Not later than 6 months after Phase I is fully leased
Start Lease Up of Phase II	6 months after commencement of Phase II construction

EXHIBIT C
TIF ELIGIBLE EXPENSES

Expenses as Permitted Pursuant to Section 5/11-74.4-3(q) of the Act:

- Acquisition and other Property Assembly Costs
- Development Services Design and Engineering Services
- Legal/Appraisal
- Surveys and Environmental Reports Related to Property Assembly or Reconstruction, Remodeling, Repair, or Rehabilitation
- Reconstruction, rehabilitation, repair or remodeling
- And other items permitted by the Act

**EXHIBIT D
ILLUSTRATIVE EXAMPLE OF REBATE**

Skinner Block								
ESTIMATED INCREMENT WORKSHEET								
3/31/2014								
Total Project Cost		\$ 3,600,000	\$ 2,725,000	Improvements				
EAV Estimate at Completion		\$ 2,550,862	Fair Market Value (85% of project cost+existing EAV)					
		\$ 540,000	Rebate Amount (15% of Total Project Cost)					
ID #	Address	Total Fair Market Value (FMV)	EAV (2013)	"base" EAV (1986)	New EAV	*Project Increment	2013 Tax Rate 9.0085	Developmental Increment
1	5435 1524-1534 River Dr	\$1,725,000	\$ 130,372	\$ 20,986	\$ 575,000	\$ 444,628	9.0085	\$ 40,000
2	5436 1529 3rd Avenu A	\$1,188,750	\$ 193,335	\$ 67,380	\$ 396,250	\$ 202,915	9.0085	\$ 18,200
3	5437-1 1522 River Dr	\$277,500	\$ 47,155	\$ 22,642	\$ 92,500	\$ 45,345	9.0085	\$ 4,000
		\$ 2,550,862	\$ 370,862	\$ 111,008	\$ 1,063,750	\$ 692,888		\$ 62,400

REBATE ESTIMATE WITH REVISED SCHEDULE

No. Of Yrs.	Assmt Yr	Payable Yr	Net Prop. Tax Incre.	Prop. Tax Rebate	% Dev'r. PTX Rebate
1	2014	2015	\$7,356.54	\$7,356.54	100%
2	2015	2016	\$44,139.22	\$44,139.22	100%
3	2016	2017	\$63,301.60	\$63,301.60	100%
4	2017	2018	\$64,567.63	\$64,567.63	100%
5	2018	2019	\$65,858.98	\$65,858.98	100%
6	2019	2020	\$67,176.16	\$67,176.16	100%
7	2020	2021	\$68,519.69	\$68,519.69	100%
8	2021	2022	\$69,890.08	\$69,890.08	100%
Total			\$450,809.90	\$450,809.90	

2014 Rebate

Assumption that there will be 2 months on the assessment for 2014

5435 1524-1534 River Dr	\$1,725,000	\$ 130,372	\$ 20,986	\$ 575,000	\$ 444,628	9.0085	\$ 6,675.00
5437-1 1522 River Dr	\$277,500	\$ 47,155	\$ 22,642	\$ 92,500	\$ 45,345	9.0085	\$ 680.00
							\$ 7,355.00

DOWNTOWN MOLINE PARKING

ON-STREET PARKING

On-Street Parking:
Follow Signage
Limitations



PARKING LOT PARKING

- Free Parking 24 Hour
- Free Parking 3 Hour
- Free Parking 1 Hour
- Discounted Leased Parking
- Leased Parking

All lots enforced Monday - Friday 8 - 5 PM
Free public parking in all City owned lots
after 5 PM and weekends.
(Excluding special events).
For more info, visit www.moline.il.us



Council Bill/Ordinance No.: 4015-2014

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 17, 2014.

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 17, 2014, from 7:00 a.m. until 11:00 a.m.

All lanes of Old River Drive from the westernmost entrance of the 55th Street Boat Ramp 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/Resolution No.: 1069-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an agreement between the City of Moline and Quad City Towing, Inc. to provide towing services for the City of Moline.

WHEREAS, the City supervises and controls, through the City Code, the IVC, and its general police powers, the impounding, immobilization, towing, and storage of illegally parked, abandoned, and inoperable vehicles on both public and private property; and

WHEREAS, in the exercise of such supervision and control, it is necessary for the City to impound or immobilize vehicles for failure to pay parking tickets, and tow or cause to be towed wrecked, hazardous, inoperable, and abandoned vehicles; and

WHEREAS, the City from time to time also requires the services of a wrecker for towing disabled City owned vehicles; and

WHEREAS, the City believes that such impounding, immobilizing, and towing can be performed more efficiently and effectively by a private entity; and

WHEREAS, sealed bids were solicited to perform said services for the City; and

WHEREAS, Quad City Towing, Inc. was selected on the basis of compliance with the bid specifications, quality and security of facilities and reasonable cost; and

WHEREAS, the agreement is for a one-year period, with an option to extend for two additional years upon mutual agreement of the parties.

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 an agreement between the City of Moline and Quad City Towing, Inc. to provide towing services for the City of Moline, provided said agreement is substantially similar in form and content to Exhibit A, attached hereto

Council Bill/Resolution No.: 1069-2014
Page Two

and incorporated herein by this reference thereto, and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor
May 13, 2014

Date

Passed: May 13, 2014

Approved: May 20, 2014

Attest: _____
City Clerk

Approved as to Form:

City Attorney

AGREEMENT

This AGREEMENT made and entered into this _____ day of _____, 2014, by and between the CITY OF MOLINE, ILLINOIS, a municipal corporation (hereinafter, the "City"), and Quad City Towing, Inc., (hereinafter, "Tow Service"), collectively "the Parties."

WITNESSETH:

WHEREAS, the City supervises and controls, through its Code of Ordinances (hereinafter "City Code") and the State of Illinois Vehicle Code, 625 ILCS 5/1-100 et seq. and amendments thereto (hereinafter the "IVC"), the use of streets and public parking within its corporate limits; and

WHEREAS, the City supervises and controls, through the City Code, the IVC and its general police powers, the impounding, immobilization, towing and storage of illegally parked, abandoned and inoperable vehicles on both public and private property; and

WHEREAS, in the exercise of such supervision and control, it is necessary for the City to impound or immobilize vehicles for failure to pay parking tickets, and to tow or cause to be towed wrecked, hazardous, inoperable, abandoned and seized vehicles; and

WHEREAS, the City from time to time also requires the services of a wrecker for towing disabled City owned vehicles; and

WHEREAS, the City believes that such impounding, immobilizing and towing can be performed more efficiently and effectively by a private entity; and

WHEREAS, Tow Service is willing to act as the City's exclusive impounding, immobilizing and towing service, except as otherwise specified herein, to accomplish said impounding, immobilizing and towing.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter agreed to by and between the Parties, the Parties agree as follows:

I. TOW SERVICE SHALL PERFORM AS FOLLOWS:

A. Throughout the term of this Agreement, for 24 hours per day, 7 days per week, Tow Service shall provide and have available for dispatch two (2) or more Illinois Commerce Commission ("ICC") approved, properly licensed and adequately equipped and maintained wreckers and shall further provide and have available personnel for the purpose of applying and removing immobilization devices from vehicles. However, the City shall not request impounding or towing services between 12:30 p.m. and 1:30 p.m. except in emergency situations.

B. Upon verbal or other notification by an employee of the Moline Police Department of the need for impounding, immobilization or towing services, Tow Service shall dispatch a suitable number of wreckers and/or personnel to the location identified in the notification. The wrecker(s)

and/or personnel shall arrive at the location within 30 minutes after notification, and Tow Service shall impound, immobilize or tow the wrecked, hazardous, inoperable, abandoned or other vehicle as directed by the Moline Police Department employee either in the notification or at the vehicle's location. For immobilizing vehicles, Tow Service shall maintain and apply immobilization devices provided and owned by the City. After 24 hours following application of an immobilization device to a vehicle, the City may direct Tow Service to impound the vehicle, and all applicable Tow Service fees will be the responsibility of the vehicle's owner, payable prior to the vehicle's release.

C. Tow Service shall provide a written notice indicating all charges and storage fees and acceptable means of payment to the owner or driver of the vehicle to be impounded, immobilized or towed if said person is present at the vehicle's location site at the time Tow Service personnel are present.

D. Tow Service shall provide a method of communication with the Moline Police Department, other than the Police Emergency Frequency and subject to approval by the Police Chief or his or her designee (hereinafter "Police Chief"), and shall notify the Moline Police Department when all wreckers will be out of service for longer than 30 minutes or when no employees are available for the purpose of applying or removing immobilization devices. Upon receiving such notification, the Moline Police Department may contact another tow service for services.

E. Tow Service shall be required to transport vehicles to a City-approved site for the storage and return of impounded or towed vehicles. In order to meet the City's minimum requirements, the site:

1. Must be located within the State of Illinois and within a 10-mile radius of the Moline Police Department, 1640 – 6th Avenue, Moline, Illinois;
2. Must have available and utilize outdoor vehicle storage for a minimum of 75 standard-sized vehicles in a fenced lot kept separate from publicly or privately accessible areas, such that only Tow Service or its employees and agents have access to said vehicles;
3. Must have available and utilize secure indoor vehicle storage for a minimum of 5 standard sized vehicles;
4. Must at all times maintain adequate lighting, security and supervision subject to the Police Chief's sole approval;
5. Must be open for release of vehicles, with sufficient personnel staffing the site when open, as follows:
 - a. On Monday through Friday, inclusive, between the hours of 7:00 a.m. and 7:00 p.m., the site must be staffed for release of vehicles for at least 8 ½ hours per day;

- b. On Saturday, between the hours of 7:00 a.m. and 7:00 p.m., the site must be staffed for release of vehicles for at least 3 hours per day;
 - c. Tow Service shall also provide and prominently display a telephone number where a person wishing to claim a towed vehicle may notify Tow Service during all remaining hours of the day not specified above;
 - d. During all remaining hours of any day, vehicles must be released within 1 hour of notification, provided the claimant has made payment of all outstanding charges at the time of release and the Moline Police Department has lifted any “hold order” it may have placed on such vehicle.
6. Must have and utilize a City-approved structure or other City-approved storage facility on the site for the purpose of permanent storage of all records relating to impounding, immobilizing and towing services provided by Tow Service to the City.

F. In the event that Tow Service does not have the appropriate equipment or cannot respond to a request for service by the City within the time limits established in this Agreement, Tow Service may subcontract individual tows or specific types of towing services with the City’s consent, and Tow Service shall make all necessary arrangements with a secondary towing service to remove vehicles within the Agreement’s time limits and at the price bid by Tow Service. Tow Service retains ultimate responsibility for compliance with all material terms of this Agreement, and the operation of this paragraph does not in any way avoid or limit Tow Service’s obligations under this Agreement’s terms.

G. Tow Service shall dispose of unclaimed vehicles only upon written notification by the Moline Police Department. Unclaimed vehicle disposal shall be performed in accordance with the provisions of the IVC, and in no case shall the disposal price be less than the outstanding charges authorized in this Agreement.

H. Tow Service shall have the right to claim vehicles that are not claimed by their owners in accordance with guidelines set forth in the IVC, 625 ILCS 5/3-117.1, and amendments thereto.

I. Tow Service shall obtain and provide proof of liability insurance naming itself and the City as insureds in an amount not less than \$1,000,000.00 per occurrence for bodily injury, including death, and \$500,000.00 per occurrence for property damage. In addition, Tow Service shall obtain and provide proof of a Garage Keeper’s Legal insurance policy naming itself and the City as insureds in an amount not less than \$5,000.00 per vehicle. Tow Service shall provide the City with a duplicate copy of the insurance policies prior to the execution of this Agreement.

J. Tow Service shall charge persons reclaiming impounded, immobilized or towed vehicles under this Agreement the following rates:

<u>Type of Service – (Fixed Rate)</u>	<u>Rate/Per Tow</u>
Passenger car – towing	\$ 60 ⁻
Other vehicles rated less than 1 ton – towing	\$ 60 ⁻
Vehicles rated 1 ton and over – single axle – towing	\$ 75 ⁻
Vehicles rated 1 ton and over – tandem axle – towing	\$ 100 ⁻
Storage – inside*	\$ 25 ⁻
Storage – outside*	\$ 25 ⁻
Dollies for wrecked vehicles.....	\$ 0
Use of special equipment, i.e., tow pillows and extensions.....	\$ 0
Disconnect linkage.....	\$ 0
Recovery work (indicate hourly or fixed).....	\$ Fixed
Small wrecker	\$ 70 ⁻
Medium wrecker	\$ 70 ⁻
Large wrecker.....	\$ 125 ⁻
Excessive scene clean-up.....	\$ 15 ⁻
Application of immobilization device	\$ 15 ⁻
Removal of immobilization device.....	\$ 15 ⁻
Cancellation charge (only outside of regular business hours).....	50% of tow charge
After hours release	\$ 25 ⁻

*Paragraph M. shall govern storage charges on vehicles for which a police hold has been ordered. Storage charges will be on a 24-hour basis; however, in no event shall more than one day be charged for a period of less than 24 hours.

Tow Service may demand payment of all charges in cash prior to release of any vehicle; however, if any person disputes the legality of any tow, Tow Service shall refer said person immediately to the City Attorney. Personal property inside a vehicle must be released to the vehicle's owner upon request and no payment may be demanded therefore.

K. Tow Service shall provide debris clean up at all accident scenes as required by the IVC, 625 ILCS 5/11-1413(c), and amendments thereto.

- L. Tow Service shall also provide the following services to the City:
1. Any and all monies realized over and above the outstanding charges authorized herein from public auction of an unclaimed vehicle shall be forwarded to the City's Accounts & Finance Division, 1616 – 6th Avenue, Moline, Illinois, within 10 days.
 2. Tow Service shall provide towing services for any City owned vehicle, except for trucks over 1 ton, anywhere within the City of Moline free of charge.

3. Tow Service shall provide towing services for any City owned vehicle, except for trucks over 1 ton, anywhere outside the City of Moline but within Rock Island County for a flat \$ 0 charge per tow.
4. Tow Service shall provide towing services for any City owned vehicle over 1 ton within the City of Moline for a flat \$ 0 charge per tow.
5. Tow Service shall provide towing services for any City owned vehicle over 1 ton outside the City of Moline but within Rock Island County for a flat \$ 0 charge per tow.
6. Tow Service shall provide towing services for any City owned vehicle under 1 ton, if requested, outside of Rock Island County for a flat \$ 0 charge per tow plus \$ 0 per mile for all miles in excess of 10 miles.
7. Tow Service shall provide towing services for any City owned vehicle over 1 ton, if requested, outside of Rock Island County for a flat \$ 0 charge per tow, plus \$ 0 per mile for all miles in excess of 10 miles.
8. Tow Service shall provide the following additional services at no cost to the City:
 - a. Emergency starter service and flat tire changes on Moline Police Department squad cars at all hours except during the normal business hours of the City's Municipal Services Center.
 - b. Impounding services for vehicles parked on snow routes during snow removal activities and other vehicle removals as requested. When Tow Service impounds vehicles removed from snow routes, the vehicle's owner will be responsible for all charges.
 - c. Tow abandoned or inoperable vehicles from non-right-of-way locations upon request of the Police Department or Zoning Administrator after notification is issued and at a mutually agreeable time.
 - d. Tow seized vehicles and provide adequate outdoor or indoor storage as directed by the Moline Police Department.
 - e. Tow Service shall dispose of all hazardous materials found in any impounded or towed vehicle in conformance with all relevant federal, state and local laws, rules, regulations and ordinances.

M. If, by mistake, the City requests Tow Service to tow or impound a vehicle and it is later determined that the City was not authorized to have the vehicle towed or impounded, Tow

Service shall not charge the costs of service to the owner. Notwithstanding, as to vehicles towed or impounded for evidentiary purposes, and stolen or recovered vehicles, the costs of service will be either the responsibility of the City or the vehicle owner, to be determined on a case-by-case basis. This paragraph shall not affect the ability of the Moline Police Department to place a hold order on a vehicle for evidentiary purposes and Tow Service will not assess charges to the City for such holds. Storage charges assessed to the vehicle owner shall begin on such vehicles only upon the release of the Moline Police Department hold order. In cases of vehicles towed by order of the Moline Police Department for subsequent seizure and forfeiture proceedings, towing charges will be assessed to the City; however, no storage fees shall be charged.

N. Tow Service shall meet monthly, or more frequently upon request, with the Moline Police Department Traffic Section at a mutually agreed time and place to review all vehicles impounded or towed and to review and verify proper record maintenance. In addition to all other records pertaining to impounding, immobilizing or towing of vehicles, records of all complaints received by the City concerning Towing Service, if any, shall be forwarded to the Moline Police Department Traffic Section to be discussed with Tow Service at the next scheduled meeting. Tow Service will provide the Moline Police Department Traffic Section with a written storage site inventory once per week or more frequently upon the Moline Police Department's request.

O. Tow Service shall notify the Moline Police Department Traffic Section after releasing a vehicle to its owner. The notification must take place prior to the end of the next business day following the vehicle's release.

P. Tow Service shall comply with all federal, state and local laws, rules, regulations and ordinances in performing this Agreement, and violation of any such law, rule, regulation or ordinance shall be cause for immediate termination of this Agreement by the City.

Q. Notwithstanding any other provision of this Agreement to the contrary, Tow Service recognizes and acknowledges the City's right to call upon another tow service for the purpose of towing City owned vehicles at the City's own cost and expense.

R. All Tow Service owners, managers, agents and employees shall at all times during the term of this Agreement perform their duties professionally and courteously. Should the City receive repeated complaints from citizens or City staff that Tow Service failed to so perform, the City reserves the right to terminate this Agreement at its sole discretion.

II. THE CITY SHALL PERFORM AS FOLLOWS:

A. The City shall exclusively use the services of Tow Service for impounding, immobilizing and towing vehicles, except in cases of:

1. City owned vehicles during the hours specified in paragraph I.L.8.a. of this Agreement;
2. Wrecked or hazardous vehicles which cannot be safely moved and which constitute an obstruction to traffic, in which case the City may call another

towing service when notified as required in Section I, paragraph D, of this Agreement;

3. In cases where the City's service needs exceed the capacity of Tow Service's equipment, in which case the City may call another towing service directly; and
4. Services provided in-house during normal work hours by the City's landfill operator for City owned vehicles disabled because of the condition of service roads within the City's landfill.

This Agreement, however, does not and shall not prevent a vehicle owner other than the City from requesting a towing service of his or her own choice.

B. The City shall conduct all relevant title searches and complete all notice requirements set forth in the IVC prior to providing Tow Service with written notice of authority to dispose of vehicles towed as required in Section I, paragraph G, above. The City shall supply Tow Service with Certificates of Purchase as requested at no cost on any vehicles towed at the City's request. The City shall not supply certificates on any other vehicles.

C. The City shall cause any dispute as to the legality of an impound, immobilization or tow to be promptly adjudicated or shall pay to the Tow Service or guarantee payment to the Tow Service any outstanding charges authorized in this Agreement, as limited by Section I, paragraph M, of this Agreement, so that a person may claim a vehicle without actual payment of such outstanding charges.

D. The City shall indemnify Tow Service for any and all liability resulting from any illegal authorization by the City to impound, immobilize or tow a vehicle, or for negligence in conducting title searches or providing notice required by law. However, the City's duty to indemnify does not extend to Tow Service's actions in handling and storing such illegally impounded, immobilized or towed vehicles.

E. The City shall have the option of claiming an unlimited number of seized vehicles during the term of this Agreement upon payment of towing fees.

III. THE CITY AND TOW SERVICE MUTUALLY AGREE AS FOLLOWS:

A. This Agreement's term shall be for the period beginning on June 1, 2014 and ending on May 31, 2015; except however, that this Agreement may be cancelled by either party upon giving the other party 30 days written notice of cancellation to the following addresses:

CITY OF MOLINE, ILLINOIS
Chief of Police
Moline Police Department
1640 - 6th Avenue
Moline, IL 61265

TOW SERVICE
Quad City Towing, Inc
2550 5th STREET
ROCK ISLAND, ILL
61201

B. This Agreement may be extended for an additional two-year term, commencing June 1, 2015 and ending on May 31, 2017, under the same terms and conditions set forth herein except those pertaining to the original one year Agreement term, provided Tow Service requests such an extension by giving the City written notice no later than 30 days prior to the Agreement's expiration and the City agrees to the request for extension. If the City does not agree to an extension, written notice of such disagreement shall be given to Tow Service within 10 days from receipt of the request and this Agreement shall then terminate on May 31, 2015. Any extension to this Agreement may be granted with higher service rate charges, provided said rate increase is specified in this original Agreement.

C. Repeated failure to provide services as specified in Section I, paragraph A of this Agreement, or to provide a wrecker within 30 minutes as required in Section I, paragraph B of this Agreement without being excused pursuant to Section I, paragraph D of this Agreement shall be grounds for immediate termination of this Agreement.

D. Before executing this Agreement, the City shall inspect and approve Tow Service's equipment and storage facilities and sites. After this initial inspection, and throughout the term of this Agreement, the City shall have the right to inspect all such equipment, facilities and sites, as well as all records of vehicle impounding, immobilizing or towing and related service charge collections, and vehicle sales and disposal, at any reasonable time during regular business hours. The City may, by written notice, order Tow Service to repair equipment, to make improvements to Tow Service's storage facilities and/or to correct collection or disposal practices within 10 days of such order, and failure to comply within 10 days shall be cause for terminating this Agreement.

E. Failure of one party to comply with any provision of this Agreement or to otherwise breach this Agreement shall be handled pursuant to this paragraph, unless such provision specifically provides for the handling of such failure or breach, in which case the specific provision shall control. Upon any other failure or breach, the compliant party must notify the non-compliant party, in writing, of the existence of such non-compliance with this Agreement. Upon receiving such notice, the non-compliant party shall have 10 days from the date of the written notice to remedy such non-compliance. If the specified non-compliance is not remedied within such time period, then this Contract may be terminated.

F. Either party's failure to enforce any right or remedy under this Agreement shall not thereafter be a waiver of any right to enforce the same or similar right or other rights under this Agreement.

G. Tow Service may not assign this Agreement.

H. This Agreement is executed and is to be performed in the State of Illinois, Rock Island County. Should any dispute arise concerning the performance of this Agreement or the interpretation of its terms, venue for dispute resolution shall be in the Circuit Court of the Fourteenth Judicial Circuit, Rock Island County, Illinois. Furthermore, this Agreement shall be enforced pursuant to the laws of the State of Illinois.

I. This Agreement and each and every one of its terms and provisions 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.

J. This Agreement constitutes the sole agreement of the parties and all prior negotiations or correspondence shall be deemed merged into this Agreement. The terms of this Agreement shall govern the rights of the parties exclusively. Notwithstanding, this Agreement incorporates by this reference the City's Notice to Bidders, Specifications, Bid Quotations and all other Bid Documents.

K. This Agreement shall not be modified or changed in any manner unless such modifications or changes are reduced to writing, approved by the Moline City Council and signed by all parties.

L. Each section of this Agreement and each sentence, clause or phrase contained in such section shall be considered severable, and if for any reason any section or sentence, clause or phrase contained in such section is determined to be invalid or contrary to any existing or future laws, such invalidity shall not impair the operation of or affect that portion of this Agreement which is valid.

IN WITNESS WHEREOF, the City and Tow Service have signed and sealed or caused their duly authorized officers, if any, to sign and seal this Agreement on the day and year first stated above.

CITY OF MOLINE, ILLINOIS

TOW SERVICE

By: _____
Mayor

Quad City Towing, Inc
(Company Name)

By: Paul J. A. PRINSWORTH
(Title)

Attest: _____
City Clerk

Attest: Paul J. A. TRASK
(Title)

Approved as to form:

Law Director

Authorized by action of the Moline City Council, Resolution No. _____

PARTNERSHIP: Insert names and addresses of all partners:

CORPORATION:

The undersigned certifies and warrants that s/he is duly authorized to execute this Certification on behalf of the Corporation in accordance with the Corporation's by-laws and that this Certification is binding upon the Corporation and is true and accurate.

Corporate Name: Quad City Towing, Inc

By: DANIEL L FORGIE SR. Dal 7 9/12

Title: PRESIDENT

Business Address: 2550 5th St ROCK ISLAND, IL 61201

Business Phone Number: 309-786-2600

Names of Corporate Officers: _____

President: Dal 7 9/12 DANIEL L. FORGIE SR.

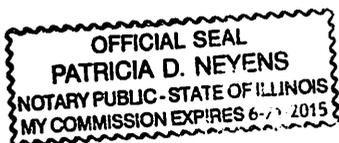
Secretary: Imagard Forgie Imagard Forgie

Treasurer: Dal 7 9/12 DANIEL L. FORGIE SR.

Attest: Imagard Forgie
Secretary

Subscribed and sworn to before me on this 16 day of April, 2014.

(Seal)



Patricia D Nevens
NOTARY PUBLIC



CERTIFICATE OF LIABILITY INSURANCE

OP ID: LI

DATE (MM/DD/YYYY)

04/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. 1617 2nd Avenue, Suite #200 Rock Island, IL 61201 Jim M. Moran	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: QUADC03														
INSURED Quad City Towing, Inc. 2550-5th Street Rock Island, IL 61201	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Consumer Insurance Co USA</td> <td></td> </tr> <tr> <td>INSURER B : Dallas National Insurance Co</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Consumer Insurance Co USA		INSURER B : Dallas National Insurance Co		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Consumer Insurance Co USA															
INSURER B : Dallas National Insurance Co															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY			28840553	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000			
	GEN'L AGGREGATE LIMIT APPLIES PER									PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC							GENERAL AGGREGATE \$ 3,000,000
										PRODUCTS - COMPIOP AGG \$ 1,000,000
										\$
A	AUTOMOBILE LIABILITY			28840553	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000			
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$			
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$			
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$			
	<input type="checkbox"/> HIRED AUTOS						Comp Ded \$ 1,000			
	<input type="checkbox"/> NON-OWNED AUTOS						Coll Ded \$ 1,000			
	UMBRELLA LIAB	<input type="checkbox"/>	OCCUR				EACH OCCURRENCE \$			
	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE \$			
	DEDUCTIBLE						\$			
	RETENTION \$						\$			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCIL15058	06/07/2013	06/07/2014	WC STATUTORY LIMITS OTH-ER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E L EACH ACCIDENT \$ 1,000,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$ 1,000,000			
							E L DISEASE - POLICY LIMIT \$ 1,000,000			
A	ON HOOK/CARGO			28840553	01/01/2014	01/01/2015	50,000			
A	GARAGEKEEPERS LG			28840553	01/01/2014	01/01/2015	200,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is listed as additional insured.

CERTIFICATE HOLDER

CANCELLATION

MOLIN25 City Of Moline 619 16th Street Moline, IL 61265	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

Council Bill/Resolution No.: 1070-2014

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Miller Trucking & Excavating, Inc. for Project No. 1207, Riverbend Commons Sanitary Sewer and Lift Station, in the amount of \$329,180.00.

WHEREAS, bids were publicly read aloud on April 22, 2014; and

WHEREAS, bids were solicited and Miller Trucking & Excavating, Inc. submitted the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

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 contract with Miller Trucking & Excavating, Inc. for Project No. 1207, Riverbend Commons Sanitary Sewer and Lift Station, in the amount of \$329,180.00; provided, however, that said contract is in substantially similar 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.

CITY OF MOLINE, ILLINOIS

Mayor

May 13, 2014
Date

Passed: May 13, 2014

Approved: May 20, 2014

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this ____ day of _____, A.D., 2014, between **MILLER TRUCKING AND EXCAVATING, INC.** of **3303 JOHN DEERE ROAD, SILVIS, IL 61282**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **THREE HUNDRED TWENTY NINE THOUSAND ONE HUNDRED EIGHTY AND NO/100 (\$329,180.00) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT NO. 1207, RIVERBEND COMMONS SANITARY SEWER AND LIFT STATION** as set out in the plans and specifications.

Such work to be under the direction and to the satisfaction of the City Engineer, and in accordance with the plans and specifications, which are a part of this contract. The work to be commenced not later than 10 days after the execution of this contract; to progress regularly and uninterruptedly after it shall have been begun excepting as shall otherwise be ordered by the City Council of the City of Moline (hereinafter referred to as the “City Council”), or its authorized representative, and shall be finished and fully completed within the timeframe set forth in the specifications; the time of commencement, rate of progress and time of completion being essential conditions of this contract; PROVIDED, however that if the time of the performance of the contract herein be for any reason either expressly or by implication extended, such extension shall not affect the validity of this contract.

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their

respective unit prices, the latter shall apply. When this contract shall be wholly carried out and completed on the part of the Contractor, and when said work has been accepted by the City, a sum of money shall be computed by multiplying the following unit prices by the quantity of items completed, it being understood that the following total sum of money listed is for the purpose of determining the amount of the performance, labor, material and maintenance bond only. Such payment shall be made as provided for in the said specifications.

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4024-2013 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.state.il.us/agency/idol/rates/ODDMO/ROCK_ISL.htm.

All contractors, subcontractors, and truckers rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. All contractors, subcontractors, and truckers shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons and shall preserve their weekly payroll records for a period of three (3) years from the date of completion of the contract. Weekly certified payrolls shall be sent to the City Engineer.

For further information, please refer to the Illinois Department of Labor’s website at:
<http://www.state.il.us/agency/idol>.

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **THREE HUNDRED TWENTY NINE**

THOUSAND ONE HUNDRED EIGHTY AND NO/100 (\$329,180.00) DOLLARS conditioned upon the faithful performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

IN WITNESS WHEREOF, the said Parties have executed these presents on the date above mentioned.

CONTRACTOR:

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

By: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

Council Bill/Resolution No.: 1071-2014

Sponsor: _____

A RESOLUTION

APPROVING a Resolution for Improvement by Municipality under the Illinois Highway Code for Motor Fuel Tax (MFT) Section 14-00000-00-GM, 2014 Sealcoat Program.

WHEREAS, a Resolution for Improvement is necessary to use MFT Reserves for the 2014 Sealcoat Program; and

WHEREAS, sufficient MFT funds are available for this project.

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

That the City Council finds it in the best interest of the City of Moline, Illinois, to approve a Resolution for Improvement by Municipality Under the Illinois Highway Code for Motor Fuel Tax (MFT) Section 14-00000-00-GM, 2014 Sealcoat Program; provided, however, that said resolution 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.

CITY OF MOLINE, ILLINOIS

Mayor

May 13, 2014

Date

Passed: May 13, 2014

Approved: May 20, 2014

Attest: _____
City Clerk

Approved as to form:

City Attorney



BE IT RESOLVED, by the City Council of the
City _____ of Moline Illinois
City, Town or Village
Council or President and Board of Trustees

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
various			

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of general maintenance of existing seal coat streets including
repair of subbase and application of sealcoat bituminous materials and aggregate.

_____ and shall be constructed _____ wide
and be designated as Section 14-00000-00-GM

2. That there is hereby appropriated the (additional Yes No) sum of one hundred ninety thousand seventy
_____ Dollars (\$190,070.00) for the
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract _____ ; and,
Specify Contract or Day Labor

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

Approved

Date

Department of Transportation

Regional Engineer

I, Tracy Koranda Clerk in and for the
City of Moline
City, Town or Village
 County of Rock Island , hereby certify the
 foregoing to be a true, perfect and complete copy of a resolution adopted
 by the City Council
Council or President and Board of Trustees
 at a meeting on May 13, 2014
Date
 IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this
 _____ day of _____
 (SEAL)

City, Town, or Village Clerk

Council Bill/Resolution No.: 1072-2014

Sponsor: _____

A RESOLUTION

AMENDING Resolution 1163-2013 by increasing the 2014 allocation of City of Moline Community Development Block Grant (CDBG) funds by \$129,819.00 to a final FY 2014 total of \$709,819.00 in order to reflect the final allocation amount of the City's 2014 formula grant funding from the U.S. Department of Housing and Urban Development (HUD); and

AMENDING Resolution 1163-2013 by increasing funding of certain approved 2014 program activities per CACUP's recommendation as found on Exhibit "A" attached hereto and incorporated herein.

WHEREAS, the City received an \$129,819.00 increase in its originally anticipated formula allocation from the Department of Housing and Urban Development for a final FY 2014 total of \$709,819.00; and

WHEREAS, CACUP recommends increasing funding of certain approved 2014 program activities as found on Exhibit "A," attached hereto and incorporated herein, to conform to the increase in funding.

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

That Resolution 1163-2013 be amended by increasing the 2014 allocation of City of Moline Community Development Block Grant (CDBG) funds by \$129,819.00 to a final FY 2014 total of \$709,819.00 in order to reflect the final allocation amount of the City's 2014 formula grant funding from the U.S. Department of Housing and Urban Development (HUD).

BE IT FURTHER RESOLVED that Resolution 1163-2013 be amended by increasing funding of certain approved 2014 program activities per CACUP's recommendation as found on Exhibit "A" attached hereto and incorporated herein.

CITY OF MOLINE, ILLINOIS

Mayor

May 13, 2014

Date

Passed: May 13, 2014

Approved: May 20, 2014

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Citizens Advisory Council on Urban Policy

Moline, Illinois

Program Year 2014 CDBG - City Recommendations

2014 Projections

CACUP	35,500.00
Amigos of Florciente	10,000.00
City of Moline Police	13,000.00
Stephen's Park	12,500.00
<hr/>	
Administration	141,963.80
<hr/>	
Code Compliance	33,500.00
<hr/>	
CHS Service Delivery	140,000.00
<hr/>	
Community Housing Services Program	220,000.00
<hr/>	
Hawk Hollow	18,855.20
<hr/>	
CHS - Emergency	50,000.00
<hr/>	
CHS - Roofing Program	70,000.00
<hr/>	
	<u>709,819.00</u>

Council Bill/Resolution No.: 1073-2014

Sponsor _____

A RESOLUTION

AMENDING an Intergovernmental Agreement between the Cities of Moline, East Moline and Silvis, the County of Rock Island, and the Village of Milan which established an Enterprise Zone now called the “ Illinois Quad Cities Enterprise Zone” by changing the zone boundaries to add territory to the Illinois Quad Cities Enterprise Zone; and

AUTHORIZING the Mayor and City Clerk to execute the amended Intergovernmental Agreement.

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

WHEREAS, the County of Rock Island has 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* Rock Island County conducted a public hearing on May 5, 2014,.; and

WHEREAS, addition of this territory will facilitate in the increased economic benefit of the Quad Cities.

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

That the City of Moline hereby declares and affirms that the zone area 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 currently exists, and stimulating neighborhood residential and business revitalization;

- D. On the 5th day of May, 2014, a public hearing was conducted at the County of Rock Island Office Building in the County Board Committee Room, to answer questions of what the new boundaries are as proposed. A finding was 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.

BE IT FURTHER RESOLVED that Exhibit "A1" (new territory) which provides a legal description of the new territory, be added to the attached Exhibit "A2" which represents the existing Enterprise Zone, as reflected on the attached Exhibit "B," which provides a map of the proposed Enterprise Zone within the County of Rock Island.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute an amended Intergovernmental Agreement between the Cities of Moline, East Moline and Silvis, the County of Rock Island and the Village of Milan, to expand the zone boundaries of the Illinois Quad Cities Enterprise Zone; provided, however, that said Agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "1," and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

May 13, 2014

Date

Passed: May 13, 2014

Approved: May 20, 2014

Attest: _____
City Clerk

Approved as to form:

City Attorney

Exhibit A1

LEGAL DESCRIPTION

A 3 foot wide tract with its centerline beginning at a point 420 feet East of the SW Corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 10, Township 18 North, Range 2 East of the 4th Principal Meridian; thence running East along the South line of Sections 10 & 11 to the NE Corner of Section 14, Township 18 North, Range 2 East of the 4th Principal Meridian; thence S. 00°00'00" W. along the East line of said Section 14, 28.85 feet to the southerly right-of-way line of Illinois Route 92, and ending said 3 foot wide tract.

A tract of land described as follows: Commencing at the NE Corner of Section 14, Township 18 North, Range 2 East of the 4th Principal Meridian; thence S. 00°00'00" W. along the East line of said Section 14, 28.85 feet to the southerly right-of-way line of Illinois Route 92 and the point of beginning; thence N. 88°23'09" W. along said right-of-way line, 23.0 feet; thence S. 00°00'00" W., 96.15 feet; thence N. 88°27'00" W., 45.0 feet; thence S. 00°00'00" W., 40.0 feet; thence N. 88°27'00" W., 218.0 feet; thence N. 00°00'00" E., 131.47 feet to the southerly right-of-way line of Illinois Route 92; thence N. 88°23'09" W. along said right-of-way line 9.8 feet; thence S. 01°36'51" W. along said right-of-way line 5.0 feet; thence N. 88°23'09" W. along said right-of-way line 241.03 feet; thence S. 01°48'11" W., 240.0 feet; thence N. 88°23'9" W., 6.84 feet; thence S. 01°48'11" W. to the southerly railroad right-of-way line; thence S. 41°46' W. along said railroad right-of-way line to its intersection with the West line of the East $\frac{1}{2}$ of the NE $\frac{1}{4}$ of said Section 14; thence South along said West line to the North line of the SE $\frac{1}{4}$ of said Section 14; thence West along the North line of the SE $\frac{1}{4}$ and the North line of the SW $\frac{1}{4}$ to the NW Corner of the East $\frac{1}{2}$ of the SW $\frac{1}{4}$ of said Section 14; thence South along the West line of the East $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 14, to the southerly railroad right-of-way line; thence S. 41°46' W. along said railroad right-of-way line to its intersection with the North line of Section 23; thence East along the North line of Section 23 to the NW Corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 23; thence South to the SW Corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 23; thence East along the South line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the South line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 23, for 2003.81 feet; thence North to the South line of Section 14; thence East along said South line to the SE Corner of Section 14; thence North along the East line of Section 14 to the SW Corner of the NW $\frac{1}{4}$ of Section 13; thence East along the South line of the NW $\frac{1}{4}$ of Section 13 to the East line of the West $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 13; thence North along said East line, for 2186.0 feet; thence West, 570.0 feet; thence North, 29.0 feet; thence West, 100.0 feet; thence South, 23.7 feet; thence West, 50.0 feet; thence North, 23.7 feet; thence West, 125.0 feet; thence North, 150.0 feet to the southerly right-of-way of Illinois Route 92; thence West along said right-of-way line for approximately 30.0 feet; thence South, 150.0 feet; thence West, 176.5 feet to the southerly railroad right-of-way line; thence S. 41°46' W. along said right-of-way line to its intersection with the East line of Section 14; thence North along the East line of Section 14 to the point of beginning. (Rock Island County – Tyson, May 2014).

Exhibit "A2"
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-1W 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*).

Part of Outlots 2 and 3 of Valley View Place, an addition situated in the Southeast Quarter of the Southwest Quarter of Section 16 and the Northeast Quarter of the Northwest Quarter of Section 21 all in Township 17 North, Range 1 West of the Fourth Principal Meridian being more particularly described as follows:

Commencing at the Northwest corner of the said Outlot 2, Thence 00 degrees 33 minutes 51 seconds West along the West line of said Outlot 2, a distance of 69.93 feet to a Point on the South Right-of-Way Line of 69th Avenue (F. A. Route 10/F.A.U. Route 5788); Thence South 73 degrees 22 minutes 14 seconds East along the said South Right-of-Way Line, a distance of 35.28 feet to the Point of Beginning; Thence continuing South 73 degrees 22 minutes 14 seconds East along the said South Right-of-Way Line, a distance of 257.25 feet; Thence South 56 degrees 53 minutes 02 seconds East along the said South Right-of-Way Line, a distance of 308.50 feet; Thence South 41 degrees 10 minutes 02 seconds West, a distance of 249.27 feet; Thence North 66 degrees 41 minutes 12 seconds West, a distance of 212.85 feet; Thence North 89 degrees 42 minutes 30 seconds West, a distance of 149.12 feet; Thence North 00 degrees 37 minutes 50 seconds East, a distance of 344.83 feet to the Point of Beginning, containing 3.027 acres more or less.

Basis of Bearings are to the West Line of said Outlot 2 South 00 degrees 33 minutes 51 seconds West to the Illinois State Plane Coordinate System, West Zone (NAD 83).

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 ½ of Sec. 9, T.17 N., R.1W 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 it's 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°52'080" 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).

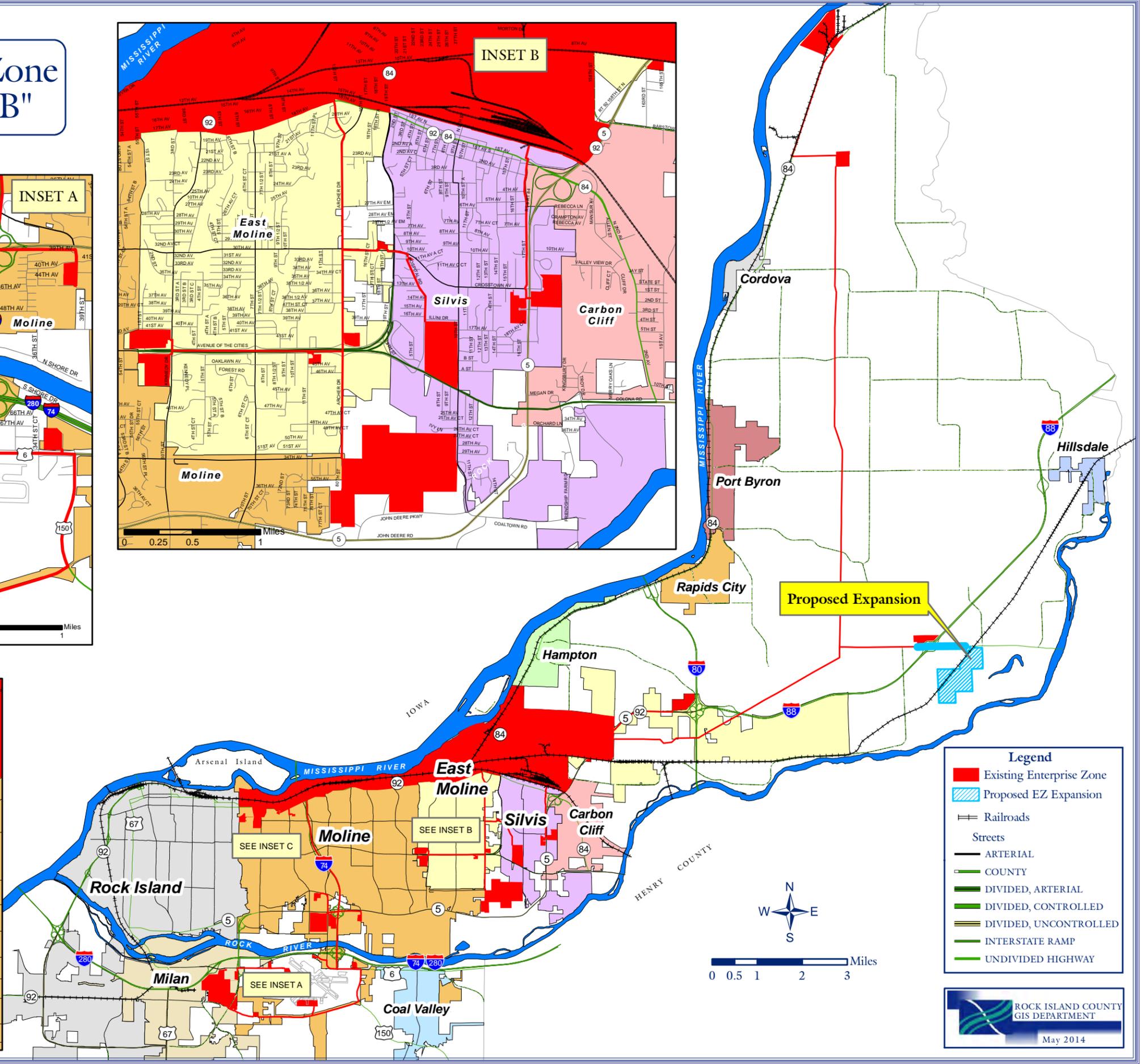
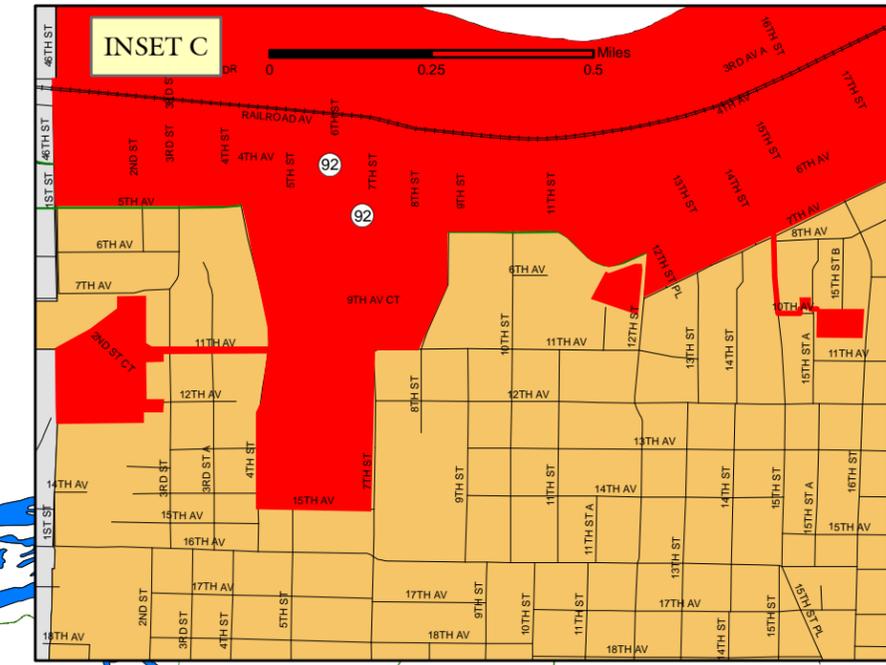
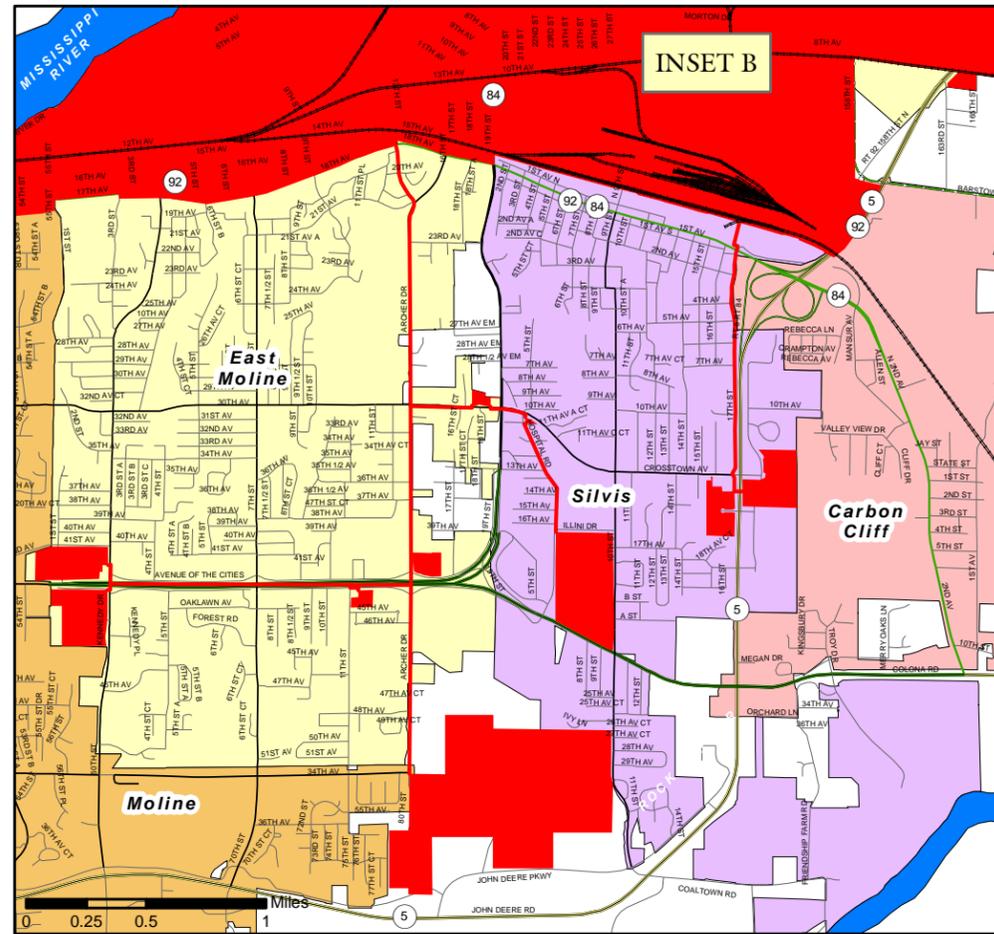
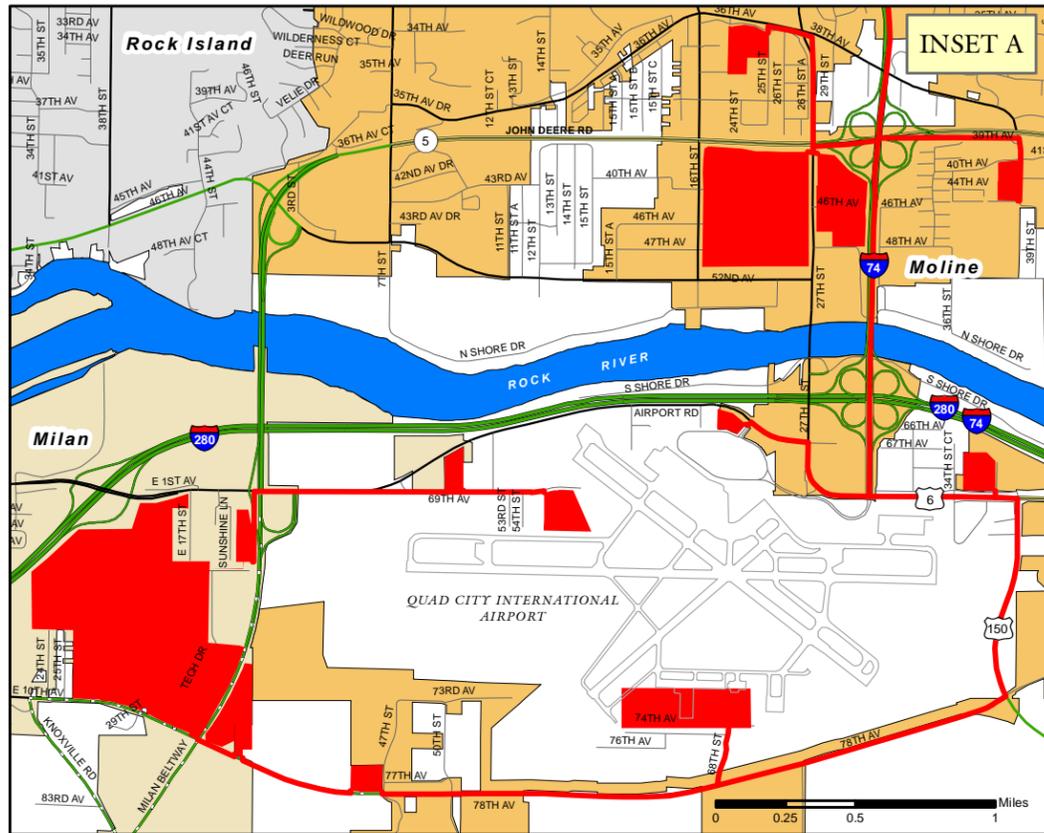
Part of the Northeast Quarter of Section 20, Township 17 North, Range 1 West of the 4th Principal Meridian, Blackhawk Township, Rock Island County, Illinois, more particularly described as follows:

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)

Part of Lot One (1) Block H in Moline Water Power Company's Addition and part of vacated 11th Street all in the City of Moline, Rock Island County, Illinois, more particularly described as follows:
Commencing at the most Southerly corner of said Lot 1 thence North 41° 15' 07" West 394.12 feet along the Southwesterly line of said Lot 1 and the Northeasterly right-of-way line of a public alley to the Northwesterly right-of-way line of vacated 11th Street;
Thence North 58° 19' 01" East 244.44 feet along the said Northwesterly right-of-way line of vacated 11th Street to the Southerly right-of-way line of 6th Avenue (Illinois Route 92);
Thence South 31° 50' 08" East 30.00 feet along the said Southerly right-of-way line of 6th Avenue to the Northwesterly line of Lot 1;
Thence South 86° 02' 28" East 216.64 feet along the said Southerly right-of-way line of 6th Avenue;
Thence South 68° 53' 29" East 57.57 feet along the said Southerly right-of-way line of 6th Avenue to the Northwesterly right-of-way line of 12th Street;
Thence South 14° 56' 14" West 52.36 feet along the said Northwesterly right-of-way line of 12th Street to the Southeasterly line of Lot 1;
Thence South 35° 08' 38" West 382.69 feet along the said Northwesterly right-of-way line of 12th Street and Southeasterly line of Lot 1 to the point of beginning. (For purposes of this description, the Southwesterly line of Lot 1 is assumed to bear North 41° 15' 07" West.) (Permanent index number 0832327002) (City of Moline – Trimble Pointe, May 2013).

Illinois Quad Cities Enterprise Zone Proposed Expansion: "Exhibit B"



Legend

- Existing Enterprise Zone
- Proposed EZ Expansion
- Railroads
- Streets
 - ARTERIAL
 - COUNTY
 - DIVIDED, ARTERIAL
 - DIVIDED, CONTROLLED
 - DIVIDED, UNCONTROLLED
 - INTERSTATE RAMP
 - UNDIVIDED HIGHWAY

EXHIBIT "1"

Illinois Quad Cities Enterprise Zone

This amended Inter-Governmental Agreement is made and entered into this ____ day of _____, 2014 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 County of Rock Island 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 County of Rock Island conducted a public hearing on Monday, May 5th, 2014; 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: _____

CITY OF SILVIS, ILLINOIS

By: _____

Title: Mayor _____

Date: _____

COUNTY OF ROCK ISLAND, ILLINOIS

By: _____

Title: Chairman _____.

Date: _____

VILLAGE OF MILAN, ILLINOIS

By: _____

Title: President, Board of Trustees _____.

Date: _____

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-1E; 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-1W 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*).

Part of Outlots 2 and 3 of Valley View Place, an addition situated in the Southeast Quarter of the Southwest Quarter of Section 16 and the Northeast Quarter of the Northwest Quarter of Section 21 all in Township 17 North, Range 1 West of the Fourth Principal Meridian being more particularly described as follows:

Commencing at the Northwest corner of the said Outlot 2, Thence 00 degrees 33 minutes 51 seconds West along the West line of said Outlot 2, a distance of 69.93 feet to a Point on the South Right-of-Way Line of 69th Avenue (F. A. Route 10/F.A.U. Route 5788); Thence South 73 degrees 22 minutes 14 seconds East along the said South Right-of-Way Line, a distance of 35.28 feet to the Point of Beginning; Thence continuing South 73 degrees 22 minutes 14 seconds East along the said South Right-of-Way Line, a distance of 257.25 feet; Thence South 56 degrees 53 minutes 02 seconds East along the said South Right-of-Way Line, a distance of 308.50 feet; Thence South 41 degrees 10 minutes 02 seconds West, a distance of 249.27 feet; Thence North 66 degrees 41 minutes 12 seconds West, a distance of 212.85 feet; Thence North 89 degrees 42 minutes 30 seconds West, a distance of 149.12 feet; Thence North 00 degrees 37 minutes 50 seconds East, a distance of 344.83 feet to the Point of Beginning, containing 3.027 acres more or less.

Basis of Bearings are to the West Line of said Outlot 2 South 00 degrees 33 minutes 51 seconds West to the Illinois State Plane Coordinate System, West Zone (NAD 83).

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 ½ of Sec. 9, T.17 N., R.1W 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 it's 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°52'080" 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)

Part of Lot One (1) Block H in Moline Water Power Company's Addition and part of vacated 11th Street all in the City of Moline, Rock Island County, Illinois, more particularly described as follows:

Commencing at the most Southerly corner of said Lot 1 thence North 41° 15' 07" West 394.12 feet along the Southwesterly line of said Lot 1 and the Northeasterly right-of-way line of a public alley to the Northwesterly right-of-way line of vacated 11th Street;

Thence North 58° 19' 01" East 244.44 feet along the said Northwesterly right-of-way line of vacated 11th Street to the Southerly right-of-way line of 6th Avenue (Illinois Route 92);

Thence South 31° 50' 08" East 30.00 feet along the said Southerly right-of-way line of 6th Avenue to the Northwesterly line of Lot 1;

Thence South 86° 02' 28" East 216.64 feet along the said Southerly right-of-way line of 6th Avenue;

Thence South 68° 53' 29" East 57.57 feet along the said Southerly right-of-way line of 6th Avenue to the Northwesterly right-of-way line of 12th Street;

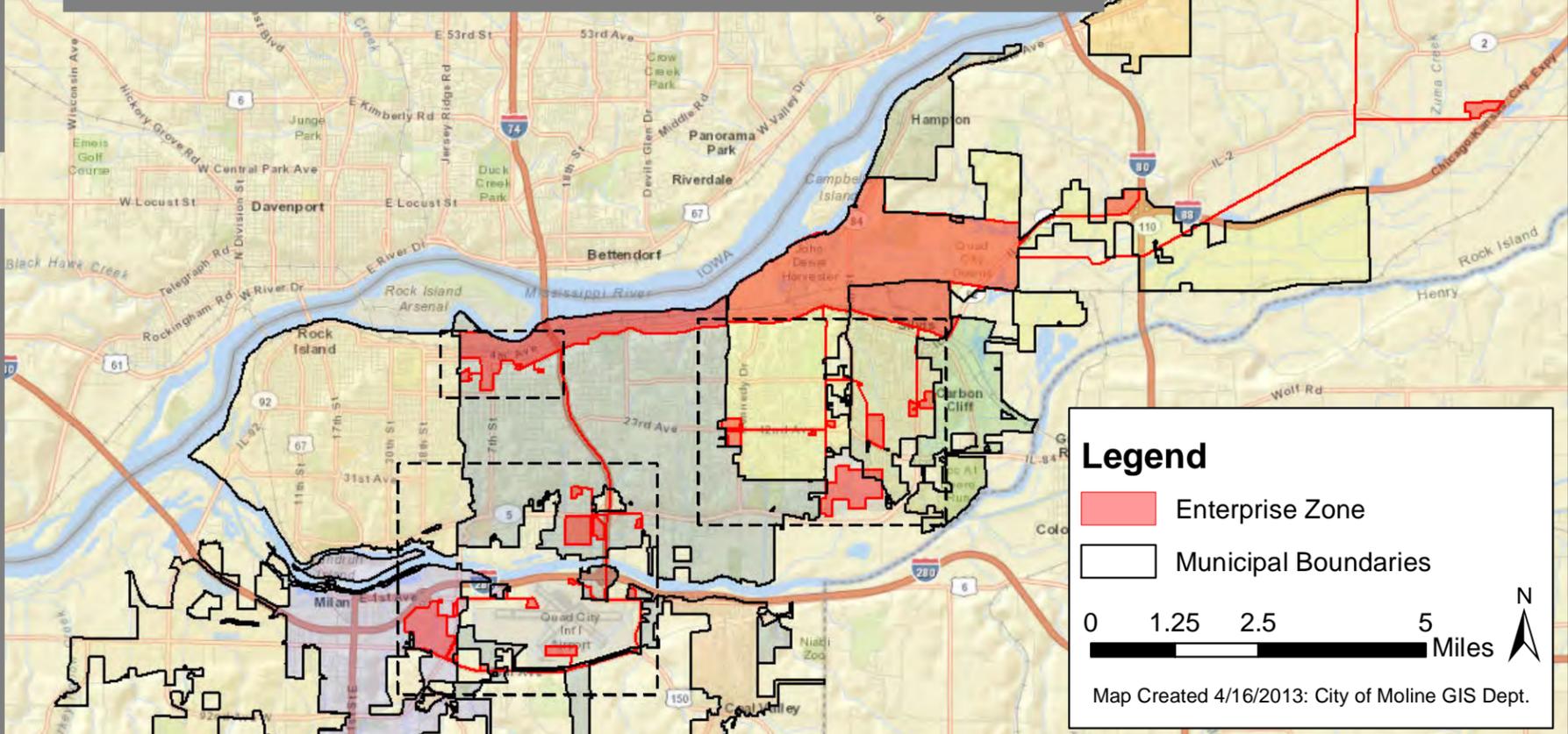
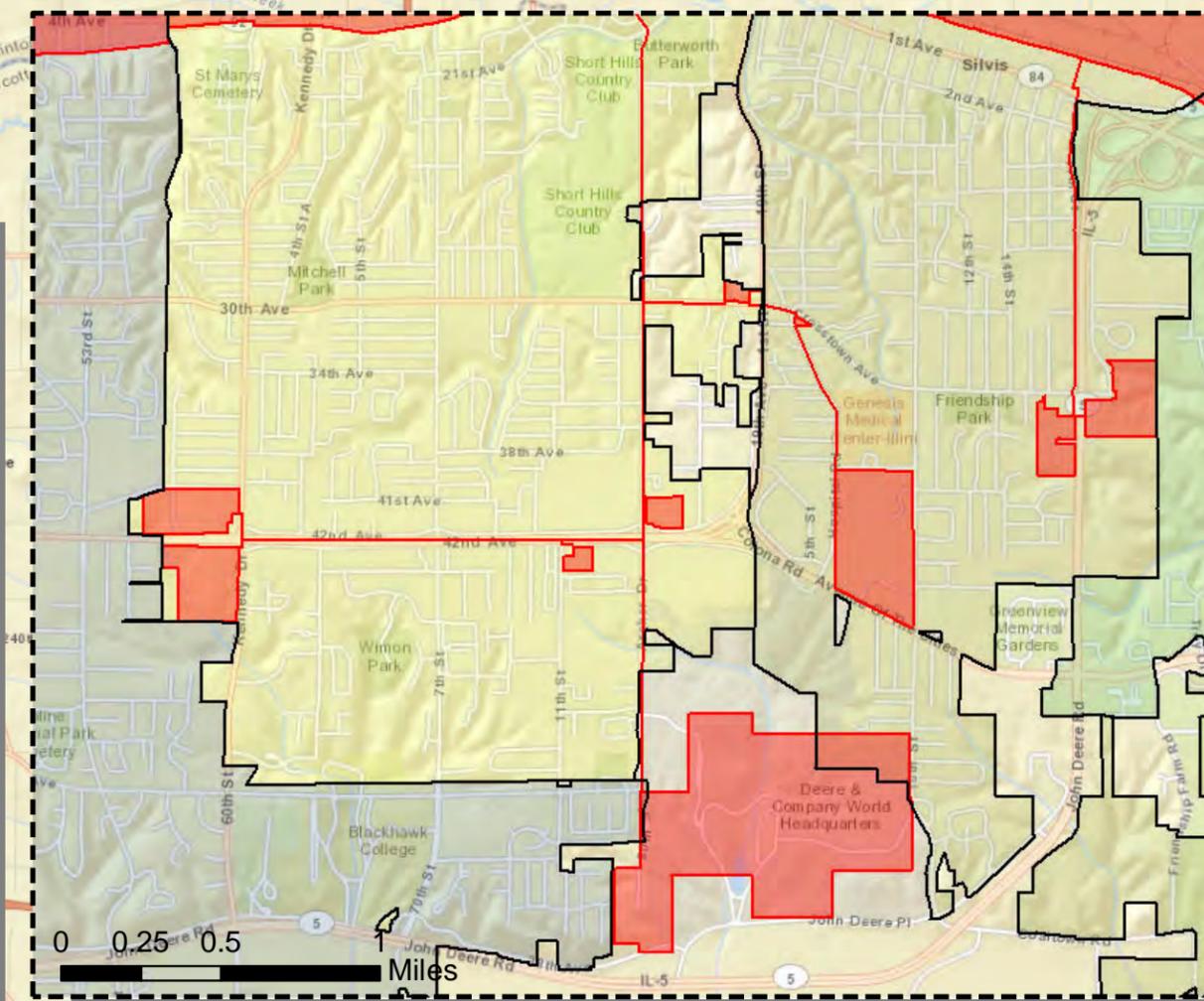
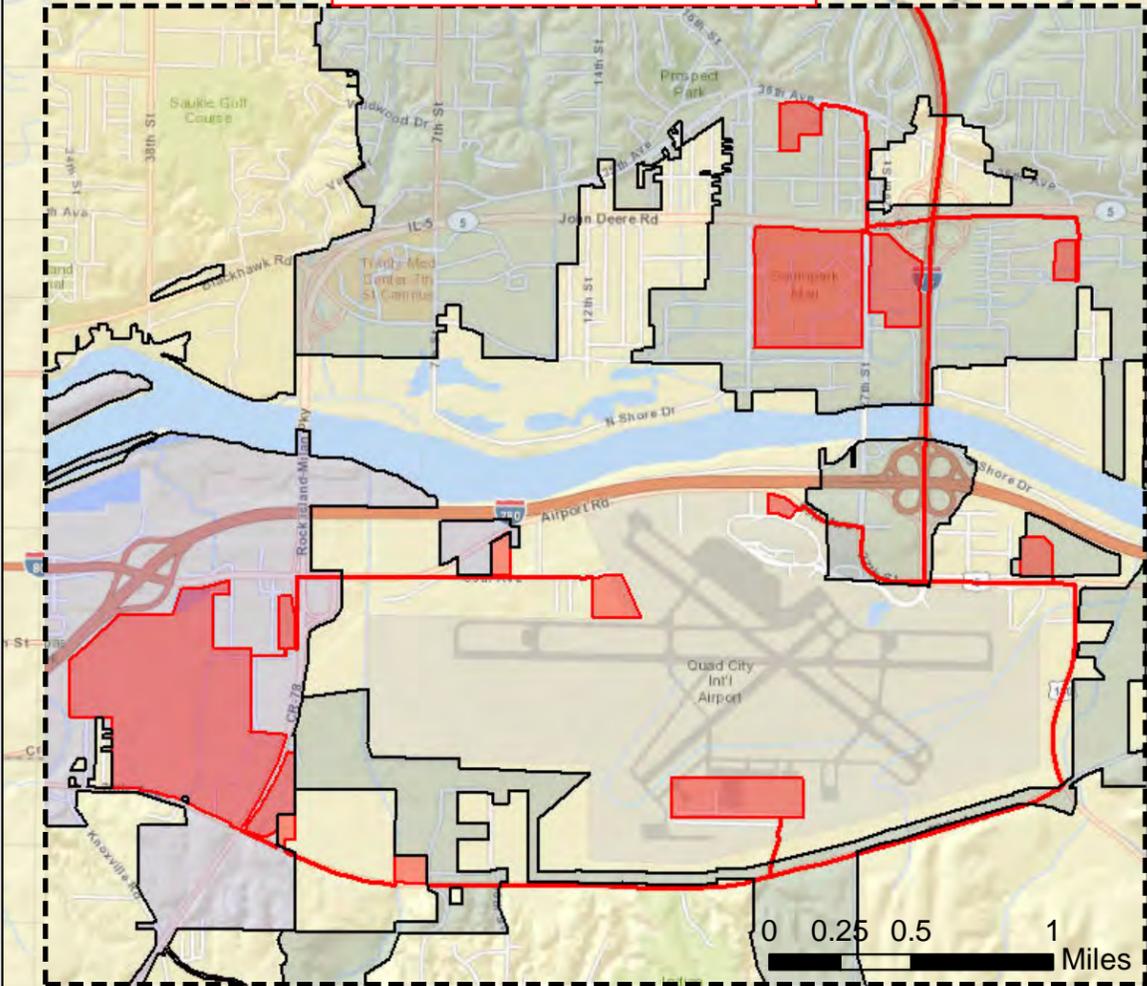
Thence South 14° 56' 14" West 52.36 feet along the said Northwesterly right-of-way line of 12th Street to the Southeasterly line of Lot 1;

Thence South 35° 08' 38" West 382.69 feet along the said Northwesterly right-of-way line of 12th Street and Southeasterly line of Lot 1 to the point of beginning. (For purposes of this description, the Southwesterly line of Lot 1 is assumed to bear North 41° 15' 07" West.) (Permanent index number 0832327002) (City of Moline – Trimble Pointe, May 2013).

A 3 foot wide tract with its centerline beginning at a point 420 feet East of the SW Corner of the SE ¼ of the SE ¼ of Section 10, Township 18 North, Range 2 East of the 4th Principal Meridian; thence running East along the South line of Sections 10 & 11 to the NE Corner of Section 14, Township 18 North, Range 2 East of the 4th Principal Meridian; thence S. 00°00'00" W. along the East line of said Section 14, 28.85 feet to the southerly right-of-way line of Illinois Route 92, and ending said 3 foot wide tract. A tract of land described as follows: Commencing at the NE Corner of Section 14, Township 18 North, Range 2 East of the 4th Principal Meridian; thence S. 00°00'00" W. along the East line of said Section 14, 28.85 feet to the southerly right-of-way line of Illinois Route 92 and the point of beginning; thence N. 88°23'09" W. along said right-of-way line, 23.0 feet; thence S. 00°00'00" W., 96.15 feet; thence N. 88°27'00" W., 45.0 feet; thence S. 00°00'00" W., 40.0 feet; thence N. 88°27'00" W., 218.0 feet; thence N. 00°00'00" E., 131.47 feet to the southerly right-of-way line of Illinois Route 92; thence N. 88°23'09" W. along said right-of-way line 9.8 feet; thence S. 01°36'51" W. along said right-of-way line 5.0 feet; thence N. 88°23'09" W. along said right-of-way line 241.03 feet; thence S. 01°48'11" W., 240.0 feet; thence N. 88°23'9" W., 6.84 feet; thence S. 01°48'11" W. to the southerly railroad right-of-way line; thence S. 41°46' W. along said railroad right-of-way line to its intersection with the West line of the East ½ of the NE ¼ of said Section 14; thence South along said West line to the North line of the SE ¼ of said Section 14; thence West along the North line of the SE ¼ and the North line of the SW ¼ to the NW Corner of the East ½ of the SW ¼ of said Section 14; thence South along the West line of the East ½ of the SW ¼ of Section 14, to the southerly railroad right-of-way line; thence S. 41°46' W. along said railroad right-of-way line to its intersection with the North line of Section 23; thence East along the North line of Section 23 to the NW Corner of the NE ¼ of the NW ¼ of Section 23; thence South to the SW Corner of the NE ¼ of the NW ¼ of Section 23; thence East along the South line of the NE ¼ of the NW ¼ and the South line of the NW ¼ of the NE ¼ of said Section 23, for 2003.81 feet; thence North to the South line of Section 14; thence East along said South line to the SE Corner of Section 14; thence North along the East line of Section 14 to the SW Corner of the NW ¼ of Section 13; thence East along the South line of the NW ¼ of Section 13 to the East line of the West ½ of the NW ¼ of Section 13; thence North along said East line, for 2186.0 feet; thence West, 570.0 feet; thence North, 29.0 feet; thence West, 100.0 feet; thence South, 23.7 feet; thence West, 50.0 feet; thence North, 23.7 feet; thence West, 125.0 feet; thence North, 150.0 feet to the southerly right-of-way of Illinois Route 92; thence West along said right-of-way line for approximately 30.0 feet; thence South, 150.0 feet; thence West, 176.5 feet to the southerly railroad right-of-way line; thence S. 41°46' W. along said right-of-way line to its intersection with the East line of Section 14; thence North along the East line of Section 14 to the point of beginning. (Rock Island County – Tyson, May 2014).

Quad Cities Enterprise Zone

Exhibit B



Legend

- Enterprise Zone
- Municipal Boundaries

0 1.25 2.5 5 Miles

Map Created 4/16/2013: City of Moline GIS Dept.

Council Bill/General Ordinance No.: 3011-2014

Sponsor: _____

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 "A1" and "A2" to include new territory within the Illinois Quad Cities Enterprise Zone.

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

WHEREAS, the County of Rock Island has 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.* Rock Island County conducted a public hearing to address the changes on May 5, 2014.

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 to the Illinois Quad Cities Enterprise Zone as described in Exhibit "A1" 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 "A2" qualifies for expansion in accordance with the provisions 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 (Exhibit A1) provides immediate substantial benefit to the established zone and/or its residents or businesses by creating jobs, removing an impediment to economic development which currently exists, and stimulating neighborhood residential and business revitalization;
- D. On the 5th day of May, 2014, a public hearing was conducted at the County of Rock Island Office Building in the County Board Committee Room, 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 was 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 be amended as set forth herein.

Section 4. 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

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-1E; 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-1W 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*).

Part of Outlots 2 and 3 of Valley View Place, an addition situated in the Southeast Quarter of the Southwest Quarter of Section 16 and the Northeast Quarter of the Northwest Quarter of Section 21 all in Township 17 North, Range 1 West of the Fourth Principal Meridian being more particularly described as follows:

Commencing at the Northwest corner of the said Outlot 2, Thence 00 degrees 33 minutes 51 seconds West along the West line of said Outlot 2, a distance of 69.93 feet to a Point on the South Right-of-Way Line of 69th Avenue (F. A. Route 10/F.A.U. Route 5788); Thence South 73 degrees 22 minutes 14 seconds East along the said South Right-of-Way Line, a distance of 35.28 feet to the Point of Beginning; Thence continuing South 73 degrees 22 minutes 14 seconds East along the said South Right-of-Way Line, a distance of 257.25 feet; Thence South 56 degrees 53 minutes 02 seconds East along the said South Right-of-Way Line, a distance of 308.50 feet; Thence South 41 degrees 10 minutes 02 seconds West, a distance of 249.27 feet; Thence North 66 degrees 41 minutes 12 seconds West, a distance of 212.85 feet; Thence North 89 degrees 42 minutes 30 seconds West, a distance of 149.12 feet; Thence North 00 degrees 37 minutes 50 seconds East, a distance of 344.83 feet to the Point of Beginning, containing 3.027 acres more or less.

Basis of Bearings are to the West Line of said Outlot 2 South 00 degrees 33 minutes 51 seconds West to the Illinois State Plane Coordinate System, West Zone (NAD 83).

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 ½ of Sec. 9, T.17 N., R.1W 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 it's 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°52'080" 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)

Part of Lot One (1) Block H in Moline Water Power Company's Addition and part of vacated 11th Street all in the City of Moline, Rock Island County, Illinois, more particularly described as follows:
Commencing at the most Southerly corner of said Lot 1 thence North 41° 15' 07" West 394.12 feet along the Southwesterly line of said Lot 1 and the Northeasterly right-of-way line of a public alley to the Northwesterly right-of-way line of vacated 11th Street;
Thence North 58° 19' 01" East 244.44 feet along the said Northwesterly right-of-way line of vacated 11th Street to the Southerly right-of-way line of 6th Avenue (Illinois Route 92);
Thence South 31° 50' 08" East 30.00 feet along the said Southerly right-of-way line of 6th Avenue to the Northwesterly line of Lot 1;
Thence South 86° 02' 28" East 216.64 feet along the said Southerly right-of-way line of 6th Avenue;
Thence South 68° 53' 29" East 57.57 feet along the said Southerly right-of-way line of 6th Avenue to the Northwesterly right-of-way line of 12th Street;
Thence South 14° 56' 14" West 52.36 feet along the said Northwesterly right-of-way line of 12th Street to the Southeasterly line of Lot 1;
Thence South 35° 08' 38" West 382.69 feet along the said Northwesterly right-of-way line of 12th Street and Southeasterly line of Lot 1 to the point of beginning. (For purposes of this description, the Southwesterly line of Lot 1 is assumed to bear North 41° 15' 07" West.) (Permanent index number 0832327002) (City of Moline – Trimble Pointe, May 2013).

Exhibit A1

LEGAL DESCRIPTION

A 3 foot wide tract with its centerline beginning at a point 420 feet East of the SW Corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 10, Township 18 North, Range 2 East of the 4th Principal Meridian; thence running East along the South line of Sections 10 & 11 to the NE Corner of Section 14, Township 18 North, Range 2 East of the 4th Principal Meridian; thence S. 00°00'00" W. along the East line of said Section 14, 28.85 feet to the southerly right-of-way line of Illinois Route 92, and ending said 3 foot wide tract.

A tract of land described as follows: Commencing at the NE Corner of Section 14, Township 18 North, Range 2 East of the 4th Principal Meridian; thence S. 00°00'00" W. along the East line of said Section 14, 28.85 feet to the southerly right-of-way line of Illinois Route 92 and the point of beginning; thence N. 88°23'09" W. along said right-of-way line, 23.0 feet; thence S. 00°00'00" W., 96.15 feet; thence N. 88°27'00" W., 45.0 feet; thence S. 00°00'00" W., 40.0 feet; thence N. 88°27'00" W., 218.0 feet; thence N. 00°00'00" E., 131.47 feet to the southerly right-of-way line of Illinois Route 92; thence N. 88°23'09" W. along said right-of-way line 9.8 feet; thence S. 01°36'51" W. along said right-of-way line 5.0 feet; thence N. 88°23'09" W. along said right-of-way line 241.03 feet; thence S. 01°48'11" W., 240.0 feet; thence N. 88°23'9" W., 6.84 feet; thence S. 01°48'11" W. to the southerly railroad right-of-way line; thence S. 41°46' W. along said railroad right-of-way line to its intersection with the West line of the East $\frac{1}{2}$ of the NE $\frac{1}{4}$ of said Section 14; thence South along said West line to the North line of the SE $\frac{1}{4}$ of said Section 14; thence West along the North line of the SE $\frac{1}{4}$ and the North line of the SW $\frac{1}{4}$ to the NW Corner of the East $\frac{1}{2}$ of the SW $\frac{1}{4}$ of said Section 14; thence South along the West line of the East $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 14, to the southerly railroad right-of-way line; thence S. 41°46' W. along said railroad right-of-way line to its intersection with the North line of Section 23; thence East along the North line of Section 23 to the NW Corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 23; thence South to the SW Corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 23; thence East along the South line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the South line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 23, for 2003.81 feet; thence North to the South line of Section 14; thence East along said South line to the SE Corner of Section 14; thence North along the East line of Section 14 to the SW Corner of the NW $\frac{1}{4}$ of Section 13; thence East along the South line of the NW $\frac{1}{4}$ of Section 13 to the East line of the West $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 13; thence North along said East line, for 2186.0 feet; thence West, 570.0 feet; thence North, 29.0 feet; thence West, 100.0 feet; thence South, 23.7 feet; thence West, 50.0 feet; thence North, 23.7 feet; thence West, 125.0 feet; thence North, 150.0 feet to the southerly right-of-way of Illinois Route 92; thence West along said right-of-way line for approximately 30.0 feet; thence South, 150.0 feet; thence West, 176.5 feet to the southerly railroad right-of-way line; thence S. 41°46' W. along said right-of-way line to its intersection with the East line of Section 14; thence North along the East line of Section 14 to the point of beginning. (Rock Island County – Tyson, May 2014).

Exhibit "A2"
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 ½ 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 ½ 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-1W 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*).

Part of Outlots 2 and 3 of Valley View Place, an addition situated in the Southeast Quarter of the Southwest Quarter of Section 16 and the Northeast Quarter of the Northwest Quarter of Section 21 all in Township 17 North, Range 1 West of the Fourth Principal Meridian being more particularly described as follows:

Commencing at the Northwest corner of the said Outlot 2, Thence 00 degrees 33 minutes 51 seconds West along the West line of said Outlot 2, a distance of 69.93 feet to a Point on the South Right-of-Way Line of 69th Avenue (F. A. Route 10/F.A.U. Route 5788); Thence South 73 degrees 22 minutes 14 seconds East along the said South Right-of-Way Line, a distance of 35.28 feet to the Point of Beginning; Thence continuing South 73 degrees 22 minutes 14 seconds East along the said South Right-of-Way Line, a distance of 257.25 feet; Thence South 56 degrees 53 minutes 02 seconds East along the said South Right-of-Way Line, a distance of 308.50 feet; Thence South 41 degrees 10 minutes 02 seconds West, a distance of 249.27 feet; Thence North 66 degrees 41 minutes 12 seconds West, a distance of 212.85 feet; Thence North 89 degrees 42 minutes 30 seconds West, a distance of 149.12 feet; Thence North 00 degrees 37 minutes 50 seconds East, a distance of 344.83 feet to the Point of Beginning, containing 3.027 acres more or less.

Basis of Bearings are to the West Line of said Outlot 2 South 00 degrees 33 minutes 51 seconds West to the Illinois State Plane Coordinate System, West Zone (NAD 83).

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 ½ of Sec. 9, T.17 N., R.1W 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 it's 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°52'080" 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)

Part of Lot One (1) Block H in Moline Water Power Company's Addition and part of vacated 11th Street all in the City of Moline, Rock Island County, Illinois, more particularly described as follows:

Commencing at the most Southerly corner of said Lot 1 thence North 41° 15' 07" West 394.12 feet along the Southwesterly line of said Lot 1 and the Northeasterly right-of-way line of a public alley to the Northwesterly right-of-way line of vacated 11th Street;

Thence North 58° 19' 01" East 244.44 feet along the said Northwesterly right-of-way line of vacated 11th Street to the Southerly right-of-way line of 6th Avenue (Illinois Route 92);

Thence South 31° 50' 08" East 30.00 feet along the said Southerly right-of-way line of 6th Avenue to the Northwesterly line of Lot 1;

Thence South 86° 02' 28" East 216.64 feet along the said Southerly right-of-way line of 6th Avenue;

Thence South 68° 53' 29" East 57.57 feet along the said Southerly right-of-way line of 6th Avenue to the Northwesterly right-of-way line of 12th Street;

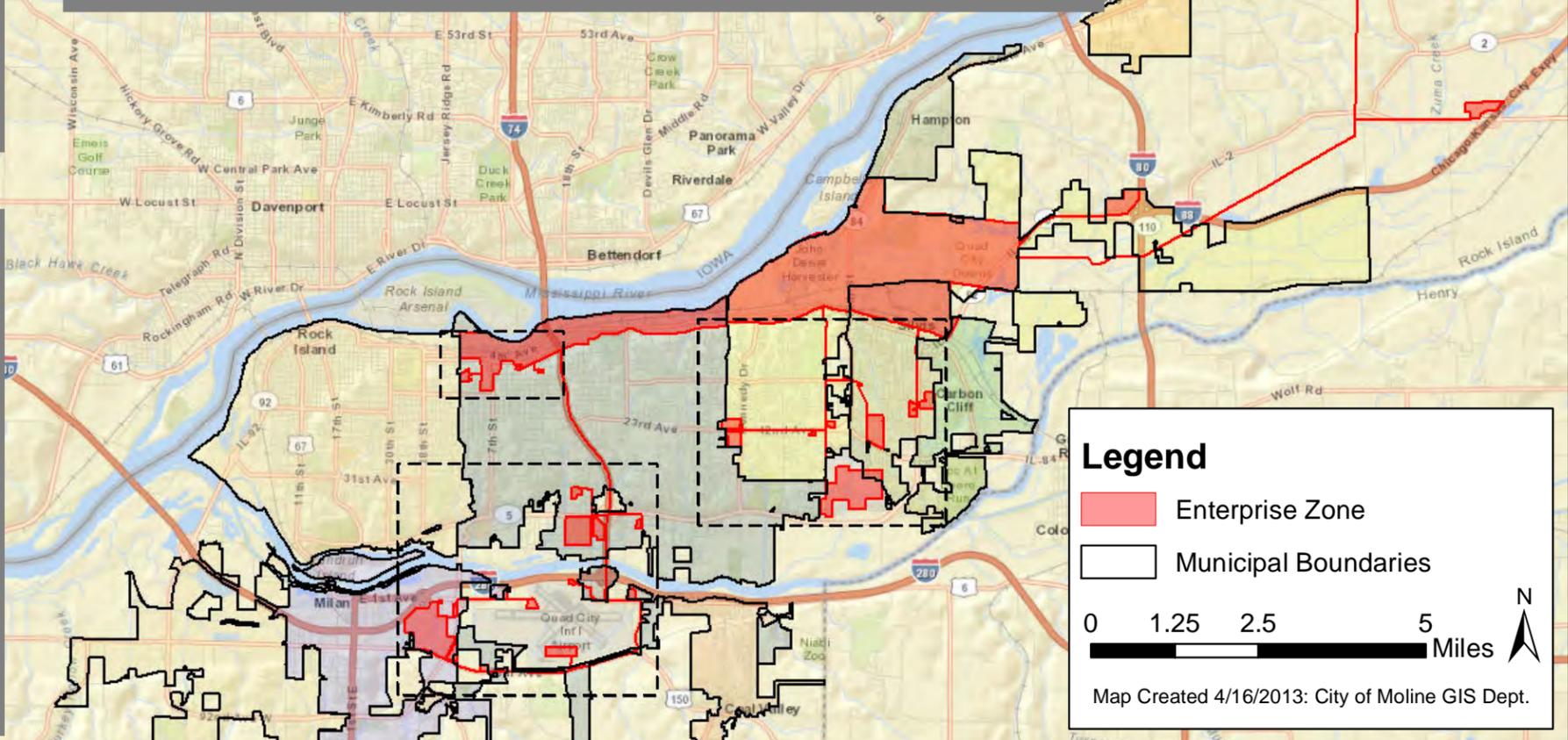
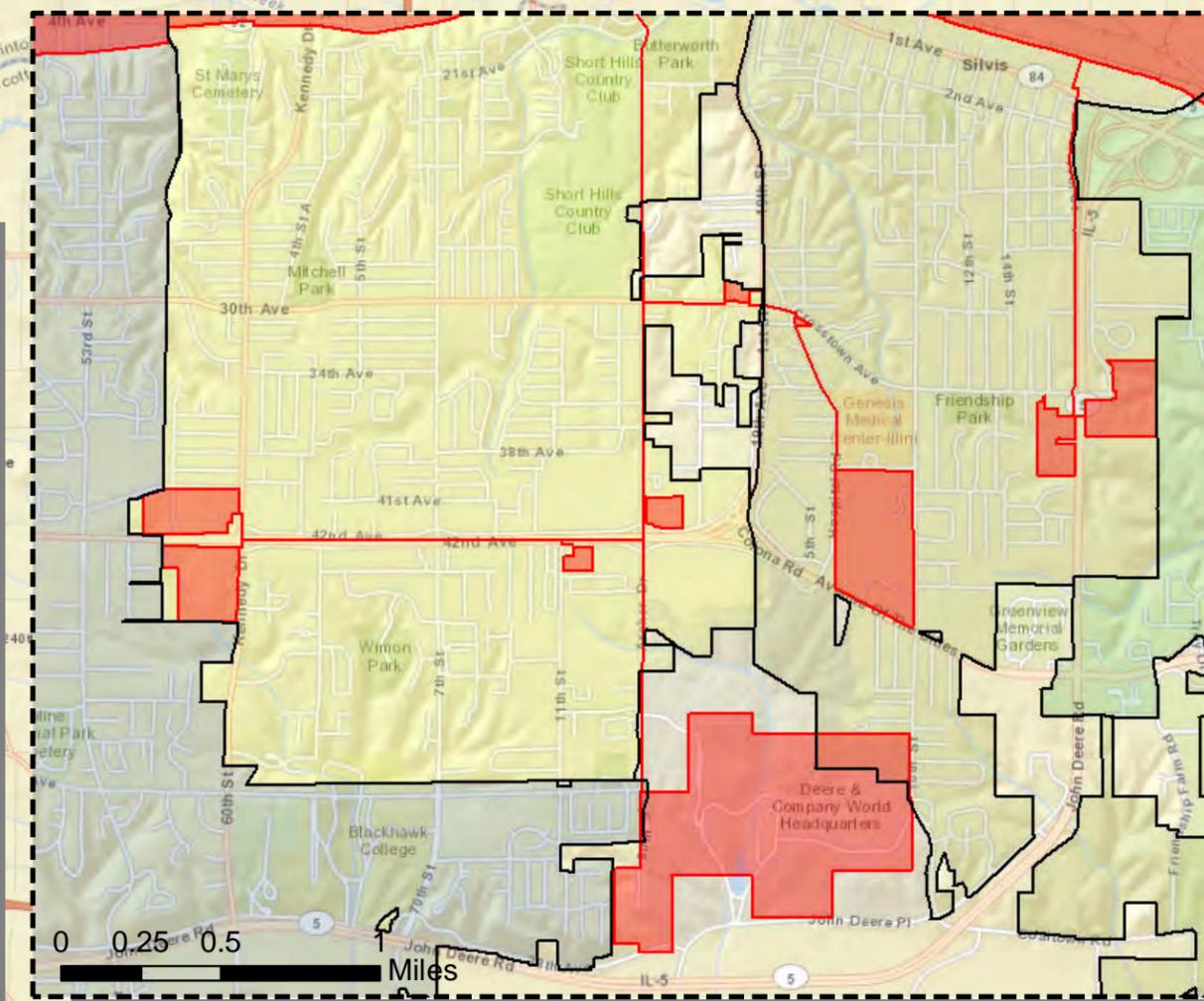
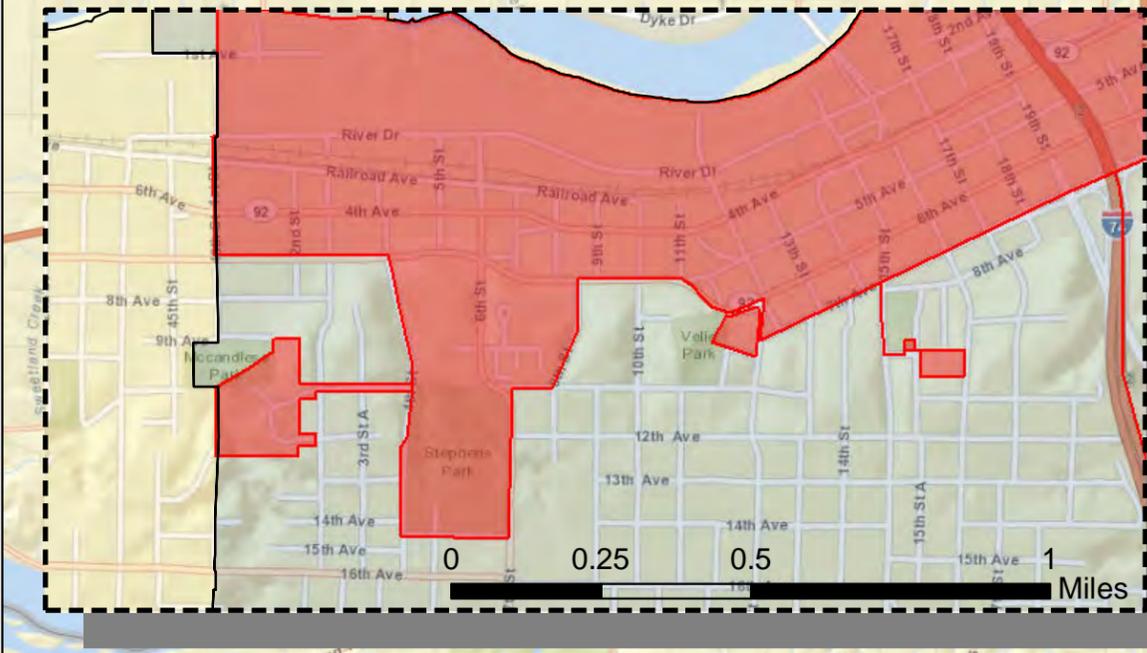
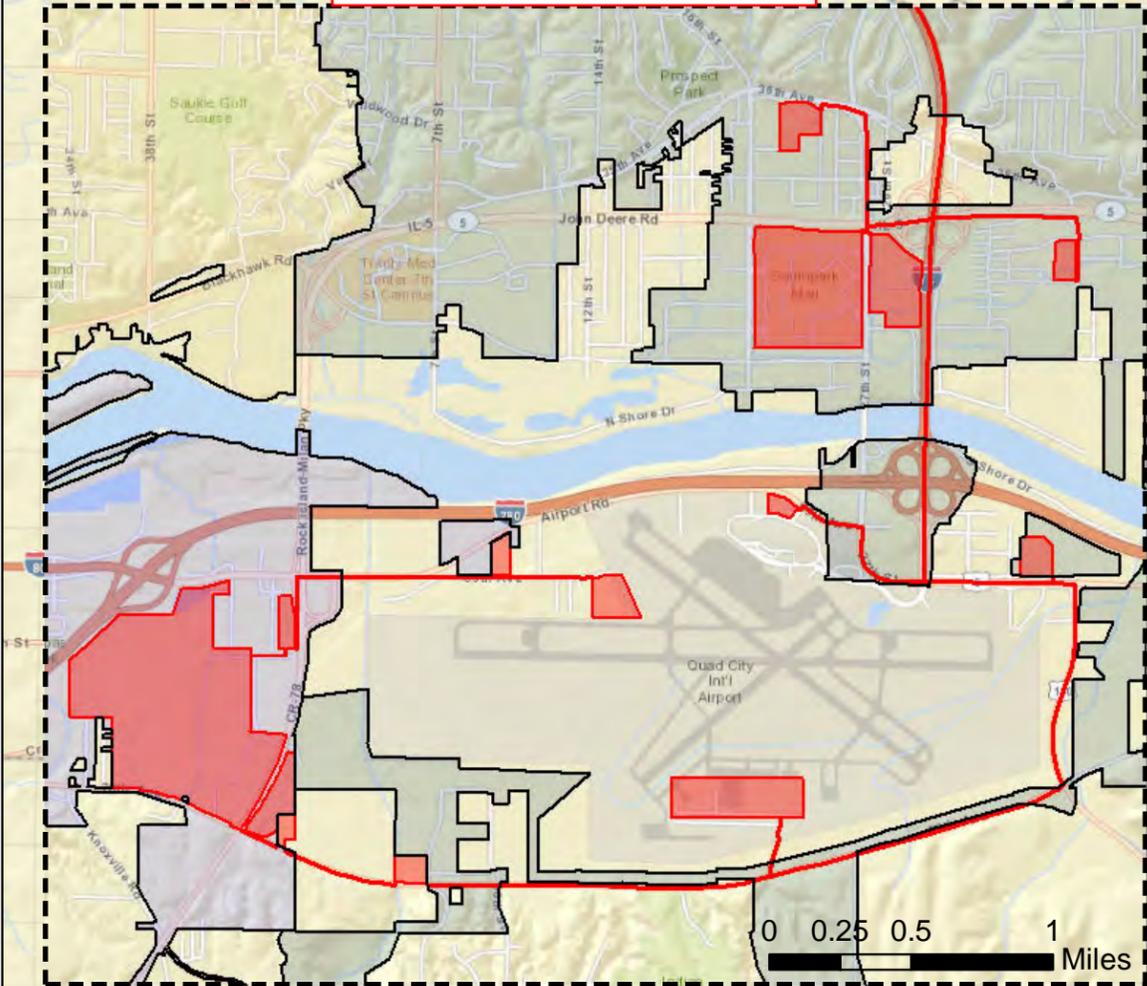
Thence South 14° 56' 14" West 52.36 feet along the said Northwesterly right-of-way line of 12th Street to the Southeasterly line of Lot 1;

Thence South 35° 08' 38" West 382.69 feet along the said Northwesterly right-of-way line of 12th Street and Southeasterly line of Lot 1 to the point of beginning. (For purposes of this description, the Southwesterly line of Lot 1 is assumed to bear North 41° 15' 07" West.) (Permanent index number 0832327002) (City of Moline – Trimble Pointe, May 2013).

A 3 foot wide tract with its centerline beginning at a point 420 feet East of the SW Corner of the SE ¼ of the SE ¼ of Section 10, Township 18 North, Range 2 East of the 4th Principal Meridian; thence running East along the South line of Sections 10 & 11 to the NE Corner of Section 14, Township 18 North, Range 2 East of the 4th Principal Meridian; thence S. 00°00'00" W. along the East line of said Section 14, 28.85 feet to the southerly right-of-way line of Illinois Route 92, and ending said 3 foot wide tract. A tract of land described as follows: Commencing at the NE Corner of Section 14, Township 18 North, Range 2 East of the 4th Principal Meridian; thence S. 00°00'00" W. along the East line of said Section 14, 28.85 feet to the southerly right-of-way line of Illinois Route 92 and the point of beginning; thence N. 88°23'09" W. along said right-of-way line, 23.0 feet; thence S. 00°00'00" W., 96.15 feet; thence N. 88°27'00" W., 45.0 feet; thence S. 00°00'00" W., 40.0 feet; thence N. 88°27'00" W., 218.0 feet; thence N. 00°00'00" E., 131.47 feet to the southerly right-of-way line of Illinois Route 92; thence N. 88°23'09" W. along said right-of-way line 9.8 feet; thence S. 01°36'51" W. along said right-of-way line 5.0 feet; thence N. 88°23'09" W. along said right-of-way line 241.03 feet; thence S. 01°48'11" W., 240.0 feet; thence N. 88°23'9" W., 6.84 feet; thence S. 01°48'11" W. to the southerly railroad right-of-way line; thence S. 41°46' W. along said railroad right-of-way line to its intersection with the West line of the East ½ of the NE ¼ of said Section 14; thence South along said West line to the North line of the SE ¼ of said Section 14; thence West along the North line of the SE ¼ and the North line of the SW ¼ to the NW Corner of the East ½ of the SW ¼ of said Section 14; thence South along the West line of the East ½ of the SW ¼ of Section 14, to the southerly railroad right-of-way line; thence S. 41°46' W. along said railroad right-of-way line to its intersection with the North line of Section 23; thence East along the North line of Section 23 to the NW Corner of the NE ¼ of the NW ¼ of Section 23; thence South to the SW Corner of the NE ¼ of the NW ¼ of Section 23; thence East along the South line of the NE ¼ of the NW ¼ and the South line of the NW ¼ of the NE ¼ of said Section 23, for 2003.81 feet; thence North to the South line of Section 14; thence East along said South line to the SE Corner of Section 14; thence North along the East line of Section 14 to the SW Corner of the NW ¼ of Section 13; thence East along the South line of the NW ¼ of Section 13 to the East line of the West ½ of the NW ¼ of Section 13; thence North along said East line, for 2186.0 feet; thence West, 570.0 feet; thence North, 29.0 feet; thence West, 100.0 feet; thence South, 23.7 feet; thence West, 50.0 feet; thence North, 23.7 feet; thence West, 125.0 feet; thence North, 150.0 feet to the southerly right-of-way of Illinois Route 92; thence West along said right-of-way line for approximately 30.0 feet; thence South, 150.0 feet; thence West, 176.5 feet to the southerly railroad right-of-way line; thence S. 41°46' W. along said right-of-way line to its intersection with the East line of Section 14; thence North along the East line of Section 14 to the point of beginning. (Rock Island County – Tyson, May 2014).

Quad Cities Enterprise Zone

Exhibit B



Legend

- Enterprise Zone
- Municipal Boundaries

0 1.25 2.5 5 Miles

Map Created 4/16/2013: City of Moline GIS Dept.

Council Bill/General Ordinance No.: 3012-2014

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 30 of the Moline Code of Ordinances, formerly reserved for future use, by enacting one new Chapter 30 titled “CABLE/VIDEO SERVICE PROVIDER FEE, PEG ACCESS SUPPORT FEE, AND CUSTOMER PROTECTION.”

WHEREAS, the City of Moline is a home rule municipality in accordance with the Constitution of the State of Illinois and has the authority to adopt ordinances and promulgate rules and regulations that pertain to its government and affairs and that protect the public health, safety, and welfare of its citizens; and

WHEREAS, the Illinois Cable and Video Competition Law of 2007, 220 ILCS 5/21-100 *et seq.*, was enacted as part of Public Act 95-0009 (the Act); and

WHEREAS, the Act provides, in part, that local governments may establish a service provider fee and a public, education and government (PEG) access support fee to impose upon persons or entities that are authorized by the Illinois Commerce Commission to offer or provide cable or video services (220 ILCS 5/21-801); and

WHEREAS, the City wishes to establish the service provider fee and the PEG access support fee authorized by the Act and in accordance with its home rule authority; and

WHEREAS, in addition, the Cable and Video Customer Protection Law (220 ILCS 5/70-501), authorizes local governments to enforce the customer service and privacy protection standards of Section 70-501; and

WHEREAS, the City wishes to enforce said customer service and privacy protection standards authorized by Section 70-501 with respect to citizen complaints; and

WHEREAS, the City believes that adoption of this ordinance is in the best interests of the City and its citizens.

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

Section 1 – That Chapter 30 of the Moline Code of Ordinances, formerly reserved for future use, is hereby amended by enacting one new Chapter 30, “CABLE/VIDEO SERVICE PROVIDER FEE, PEG ACCESS SUPPORT FEE, AND CUSTOMER PROTECTION,” which shall read as follows:

“CHAPTER 30

**CABLE/VIDEO SERVICE PROVIDER FEE, PEG ACCESS SUPPORT
FEE, AND CUSTOMER PROTECTION**

Art. I. In General, §30-1100

Art. II. Cable/Video Service Provider Fee and Peg Access Support Fee, §30-2100 - §30-2106

Art. III. Cable and Video Customer Protection, §30-3100 - §30-3104

ARTICLE I. IN GENERAL

SEC. 30-1100. DEFINITIONS.

For the purpose of this chapter, the following terms shall have the meanings respectively ascribed to them:

- (a) **Cable service** means that term as defined in 47 U.S.C. § 522(6).
- (b) **Commission** means the Illinois Commerce Commission.
- (c) **Gross revenues** means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the holder for the operation of a cable or video system to provide cable service or video service within the holder’s cable service or video service area within the City.
 - (1) Gross revenues shall include the following:
 - a. Recurring charges for cable or video service.
 - b. Event-based charges for cable service or video service, including, but not limited to, pay-per-view and video-on-demand charges.
 - c. Rental of set top boxes and other cable service or video service equipment.
 - d. Service charges related to the provision of cable service or video service, including but not limited to activation, installation, and repair charges.
 - e. Administrative charges related to the provision of cable service or video service, including but not limited to service order and service termination charges.
 - f. Late payment fees or charges, insufficient funds check charges, and other charges assessed to recover the costs of collecting delinquent payments.
 - g. A *pro rata* portion of all revenue derived by the holder or its affiliates pursuant to compensation arrangements for advertising or for promotion or exhibition of any products or services derived from the operation of the holder’s network to provide cable service or video service within the City. The allocation shall be based on the number of subscribers in the City divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement.
 - h. Compensation received by the holder that is derived from the operation of the holder’s network to provide cable service or video service with respect to commissions that are received by the holder as compensation for promotion or exhibition of any products or services on the holder’s network, such as a “home shopping” or similar channel, subject to subsection (ix).
 - i. In the case of a cable service or video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the holder’s revenue attributable to the other services, capabilities, or applications shall be included in the gross revenue unless the holder can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
 - j. The service provider fee permitted by 220 ILCS 5/21-801(b).
 - (2) Gross revenues do not include any of the following:

- a. Revenues not actually received, even if billed, such as bad debt, subject to 220 ILCS 5/21-801(c)(1)(vi).
 - b. Refunds, discounts, or other price adjustments that reduce the amount of gross revenues received by the holder of the State-issued authorization to the extent the refund, rebate, credit, or discount is attributable to cable service or video service.
 - c. Regardless of whether the services are bundled, packaged, or functionally integrated with cable service or video service, any revenues received from services not classified as cable service or video service, including, without limitation, revenue received from telecommunication services, information services, or the provision of directory or Internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing or any other revenues attributed by the holder to noncable service or nonvideo service in accordance with the holder's books and records and records kept in the regular course of business and any applicable laws, rules, regulations, standards, or orders.
 - d. The sale of cable services or video services for resale in which the purchaser is required to collect the service provider fee from the purchaser's subscribers to the extent the purchaser certifies in writing that it will resell the service within the City and pay the fee permitted by 220 ILCS 5/21-801(b) with respect to the service.
 - e. Any tax or fee of general applicability imposed upon the subscribers or the transaction by a city, State, federal, or any other governmental entity and collected by the holder of the State-issued authorization and required to be remitted to the taxing entity, including sales and use taxes.
 - f. Security deposits collected from subscribers.
 - g. Amounts paid by subscribers to "home shopping" or similar vendors for merchandise sold through any home shopping channel offered as part of the cable service or video service.
- (3) Revenue of an affiliate of a holder shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate rather than the holder has the effect of evading the payment of the fee permitted by 220 ILCS 5/21-801(b) which would otherwise be paid by the cable service or video service.
- (d) **Holder** means a person or entity that has received authorization to offer or provide cable or video service from the Commission pursuant to 220 ILCS 5/21-401.
- (e) **PEG** means public, education and governmental.
- (f) **PEG access support fee** means the amount paid under this chapter and 220 ILCS 5/21-801(d) by the holder to the City for the service areas within its territorial jurisdiction.
- (g) **Service** means the provision of "cable service" or "video service" to subscribers and the interaction of subscribers with the person or entity that has received authorization to offer or provide cable or video service from the Commission pursuant to 220 ILCS 5/21-401.
- (h) **Service provider fee** means the amount paid under this chapter and 220 ILCS 5/21-801 by the holder to a City for the service areas within its territorial jurisdiction.
- (i) **Video service** means video programming and subscriber interaction, if any, that is required for the selection or use of such video programming services, and which is provided through wireline facilities located at least in part in the public right-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 U.S.C. § 332(d) or any video programming provided solely as part of, and via, service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

**ARTICLE II. CABLE/VIDEO SERVICE PROVIDER FEE
AND PEG ACCESS SUPPORT FEE**

SEC. 30-2100. CABLE/VIDEO SERVICE PROVIDER FEE IMPOSED.

(a) Fee imposed. A fee is hereby imposed on any holder providing cable service or video service in the City.

(b) Amount of fee. The amount of the fee imposed hereby shall be five percent (5%) of the holder's gross revenues.

(c) Notice to the City. The holder shall notify the City's accounts and finance office at least ten (10) days prior to the date on which the holder begins to offer cable service or video service in the City.

(d) Holder's liability. The holder shall be liable for and pay the service provider fee to the City. The holder's liability for the fee shall commence on the first day of the calendar month following thirty (30) days after receipt of the ordinance adopting this chapter by the holder. The ordinance adopting this chapter shall be sent by mail, postage prepaid, to the address listed on the holder's application notice sent pursuant to 220 ILCS 5/21-401(b)(6) to the City.

(e) Payment date. The payment of the service provider fee shall be due to the City's accounts and finance office on a quarterly basis, forty-five (45) days after the close of the calendar quarter. If mailed, the fee is considered paid on the date it is postmarked. Each payment shall include a statement explaining the basis for the calculation of the fee.

(f) Exemption. The fee hereby imposed does not apply to existing cable service or video service providers that have an existing franchise agreement with the City in which a fee is paid.

(g) Credit for other payments. An incumbent cable operator that elects to terminate an existing agreement pursuant to 220 ILCS 5/21-301(c) with credit for prepaid franchise fees under that agreement may deduct the amount of such credit from the fees that operator owes under Sec. 30-2100(b).

SEC. 30-2101. PEG ACCESS SUPPORT FEE IMPOSED.

(a) PEG fee imposed. A PEG access support fee is hereby imposed on any holder providing cable service or video service in the City in addition to the fee imposed pursuant to Sec. 30-2100(b).

(b) Amount of fee. The amount of the PEG access support fee imposed hereby shall be one percent (1%) of the holder's gross revenues or, if greater, the percentage of gross revenues that incumbent cable operators pay to the City or its designee for PEG access support in the City.

(c) Payment. The holder shall pay the PEG access support fee to the City or to the entity designated by the City to manage PEG access. The holder's liability for the PEG access support fee shall commence on the date set forth in Sec. 30-2100(d).

(d) Payment due. The payment of the PEG access support fee shall be due on a quarterly basis, forty-five (45) days after the close of the calendar quarter. If mailed, the fee is considered paid on the date it is postmarked. Each payment shall include a statement explaining the basis for the calculation of the fee.

(e) Credit for other payments. An incumbent cable operator that elects to terminate an existing agreement pursuant to 220 ILCS 5/21-301(c) shall pay, at the time they would have been due, all monetary payments for PEG access that would have been due during the remaining term of the agreement had it not been terminated pursuant to that section. All payments made by an incumbent cable operator pursuant to the previous sentence may be credited against the fees that that operator owes under Sec. 30-2100(b).

SEC. 30-2102. APPLICABLE PRINCIPLES.

All determinations and calculations under this Chapter shall be made pursuant to generally accepted accounting principles.

SEC. 30-2103. NO IMPACT ON OTHER TAXES DUE FROM HOLDER.

Nothing contained in this chapter shall be construed to exempt a holder from any tax that is or may later be imposed by the City, including any tax that is or may later be required to be paid by or through the holder with respect to cable service or video service. A State-issued authorization shall not affect any requirement of the holder with respect to payment of the City's simplified municipal telecommunications tax or any other tax as it applies to any telephone service provided by the holder. A State-issued authorization shall not affect any requirement of the holder with respect to payment of the City's 911 or E911 fees, taxes or charges.

SEC. 30-2104. AUDITS OF CABLE/VIDEO SERVICE PROVIDER.

(a) Audit requirement. The City will notify the holder of the requirements it imposes on other cable service or video service providers to submit to an audit of its books and records. The holder shall comply with the same requirements the City imposes on other cable service or video service providers in its jurisdiction to audit the holder's books and records and to recompute any amounts determined to be payable under the requirements of the City. If all local franchises between the City and cable operator terminate, the audit requirements shall be those adopted by the City pursuant to the Local Government Taxpayers' Bill of Rights Act, 50 ILCS 45/1 *et seq.* No acceptance of amounts remitted should be construed as an accord that the amounts are correct.

(b) Additional payments. Any additional amount due after an audit shall be paid within thirty (30) days after the City's submission of an invoice for the sum.

SEC. 30-2105. LATE FEES AND PAYMENTS.

All fees due and payments which are past due shall be governed by ordinances adopted by this City pursuant to the Local Government Taxpayers' Bill of Rights Act, 50 ILCS 45/1 *et seq.*

SEC. 30-2106. SEVERABILITY.

The provisions of this ordinance are declared to be severable, and if any provision of this ordinance is declared unconstitutional or held invalid by a court of competent jurisdiction, this determination shall not affect, impair, or invalidate the remainder of this ordinance, but shall be confined in its operation to the section, paragraph, subparagraph, clause or phrase of this ordinance in which such determination shall have been made.

ARTICLE III. CABLE AND VIDEO CUSTOMER PROTECTION LAW

SEC. 30-3100. CUSTOMER SERVICE AND PRIVACY PROTECTION.

(a) Adoption. The regulations of the Cable and Video Customer Protection Law, 220 ILCS 5/70-501, are hereby adopted by reference and made applicable to the cable or video providers offering services within the City's boundaries.

(b) Amendments. Any amendment to the Cable and Video Customer Protection Law that becomes effective after the effective date of this chapter shall be incorporated into this chapter by reference and shall be applicable to cable or video providers offering services within the City's boundaries. However, any amendment that makes its provisions optional for adoption by municipalities shall not be incorporated into this chapter by reference without formal action by the City Council.

SEC. 30-3101. ENFORCEMENT.

The City does hereby declare its intent pursuant to law to enforce all of the customer service and privacy protection standards of the Cable and Video Protection Law with respect to complaints received from residents within the City.

SEC. 30-3102. PENALTIES.

The City, pursuant to 220 ILCS 5/70-501(r)(1), does hereby provide for a schedule of penalties for any material breach of the Cable and Video Protection Law by cable or video providers in addition to the penalties provided in the law. The monetary penalties shall apply on a competitively neutral basis and shall not exceed seven hundred fifty dollars (\$750.00) for each day of the material breach, and shall not exceed twenty-five thousand dollars (\$25,000.00) for each occurrence of a material breach per customer.

- (a) Material breach means any substantial failure of a cable or video provider to comply with service quality and other standards specified in any provision of the law.
- (b) The City shall give the cable or video provider written notice of any alleged material breaches of the law and allow such provider at least thirty (30) days from the receipt of the notice to remedy the specified material breach.
- (c) A material breach, for the purposes of assessing penalties, shall be deemed to occur for each day that a material breach has not been remedied by the cable or video service provider after the notice in subsection (b).

SEC. 30-3103. CUSTOMER CREDITS.

The City hereby adopts the schedule of customer credits for violations. Those credits shall be as provided for in the provisions of 220 ILCS 5/70-501(s) and applied on the statement issued to the customer for the next billing cycle following the violation or following the discovery of the violation. The cable or video provider is responsible for providing the credits and the customer is under no obligation to request the credit.

SEC. 30-3104. SEVERABILITY.

If any provision of this article, or the application of any provision of this article, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this article, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this article.”

Section 2 – 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/Special Ordinance No.: 4016-2014

Sponsor: _____

A SPECIAL ORDINANCE

DECLARING the property at 2530 4th Avenue as surplus; and

AUTHORIZING the Mayor and City Clerk to execute an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 2530 4th Avenue, Moline, to Christopher L. Ensey and Patricia C. Ensey.

WHEREAS, the City acquired the property at 2530 4th Avenue, Moline, due to Code compliance issues; and

WHEREAS, the lot is of a substandard size and the City Council has declared the property as surplus property; and

WHEREAS, adjacent property owners Christopher L. Ensey and Patricia C. Ensey have agreed to purchase the property from the City for \$1500 pursuant to the terms of an Agreement for Sale of Real Estate; and

WHEREAS, the sale of this property will lower the City's property maintenance expenses immediately and increase the property tax base in the future.

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 an Agreement for Sale of Real Estate and do all things necessary to convey the City-owned property at 2530 4th Avenue, Moline, to Christopher L. Ensey and Patricia C. Ensey; provided, however, that said Agreement is in substantially similar 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 a temporary variance from any other ordinance with which it may conflict and shall not constitute a repeal of any such ordinance.

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

Approved as to Form

Passed: _____

Approved: _____

Attest: _____

City Clerk

City Attorney

AGREEMENT FOR SALE OF REAL ESTATE

**City of Moline
An Illinois Municipal Corporation**

SELLER

Address: 619 - 16th Street,
Moline, IL 61265

Telephone: (309) 524-2036

**Christopher L. Ensey and
Patricia C. Ensey
As Tenants in Common
PURCHASER**

Address: 1301 Canal Shore Dr.
LeClaire, IA 52753

Telephone: (563) 823-8348

THIS AGREEMENT IS DATED April 25, 2014.

The Purchaser agrees to purchase from the Seller and the Seller agrees to sell to Purchaser the real estate located at 2530 4th Avenue, Moline, Illinois (parcel number 08-2606), consisting of 5,663 square feet more or less, legally described as:

The Easterly 41.8 Feet of Lot No. One (1), Block No. One (1) of that part of the City of Moline, known as and called Dimock & Baldwin's Addition to Moline, situated in the County of Rock Island, State of Illinois.

hereinafter referred to as the "Property," for the total sum of ONE THOUSAND FIVE HUNDRED and No/100 DOLLARS (\$1,500.00) payable in cash or other immediately available funds, at Closing, as defined herein.

CONVEYANCE OF TITLE AND DOCUMENTS OF SALE

Prior to Closing, the Seller shall demonstrate evidence of clean title to the Property, free and clear of all encumbrances. At Closing, Seller shall deliver a quit claim deed to Purchaser provided that all conditions of this Agreement have been met by the parties.

POSSESSION AND CLOSING

Purchaser understands that Seller's City Council must approve this Agreement before it becomes effective. The Closing of this transaction shall be held on or before May 30, 2014 with possession of the Property to be delivered at the same time, free and clear of all possessory interests, including, without limitation, squatters.

ASSIGNMENTS AND TRANSFERS PROHIBITED

The parties covenant not to suffer or permit without the written permission or consent of the other being first had and obtained, a sale, assignment, or transfer of any right, title or interest of any sort in and to said Property, or any portion thereof, or any of the improvements, apparatus, fixtures or equipment that may be found in or on said property prior to closing.

BUILDINGS, FIXTURES AND PERSONAL PROPERTY

All buildings or fixtures presently installed on the Property shall be left by Seller in or upon said Property as they are as of the date of this Agreement and shall be deemed a part of the real estate and title thereto and shall pass to Purchaser at delivery of the quit claim deed.

As to future accessory structures, Buyer is on notice that if, at any time after Buyer becomes the title holder to this property, he desires to build an accessory structure on the property, a Unity of Title document must be executed and recorded. Under the Moline Code of Ordinances, an accessory structure may not be built on a parcel without a primary structure. The Unity of Title would be a covenant on the land and would bind all successive owners of the property.

CONDITION OF PROPERTY

Sale of the Property shall be "as is without representation or warranty as to fitness or condition."

CASUALTY CLAUSE

This Agreement shall be subject to the Illinois Uniform Vendor and Purchaser Act as currently in effect. Seller shall keep adequate insurance, including fire and other extended coverage, on improvements on the above Property until the deed and possession are delivered to Purchaser, whichever first occurs. Purchaser shall be responsible for insurance coverage, including liability coverage, upon taking title to or possession of the above Property, whichever occurs first. Any monies paid as a result of damage to the Property shall be paid to Seller to reduce the monies due hereunder; provided, however, that should moneys paid as a result of said damage exceed any monies due hereunder, than such excess amount shall be retained by Purchaser.

EXPENSES OF TRANSFER

PURCHASER shall pay:

- (a) Recording fee for deed;
- (b) All costs and premiums for title insurance;
- (c) Costs of any additional appraisal for the Property obtained by Purchaser;
- (d) Revenue stamps and recording of any releases, if any;
- (e) Broker commission, if any;

EACH PARTY shall be responsible for its own attorney fees and customary Closing costs.

ENTIRE AGREEMENT

This Agreement, executed by the parties, constitutes the entire agreement between the parties and there are no oral representations, warranties, or covenants other than those set forth herein and this Agreement shall extend to and be binding upon the executors, administrators, and assigns of the parties hereto.

LEGAL ASSISTANCE

The Seller and Purchaser are aware that when fully signed, this is a legally binding agreement for the sale and purchase of real estate and that in order to protect their interests in connection with contractual, title and other aspects of this transaction, they have had the right and opportunity to consult legal counsel before this Agreement is signed.

ACCEPTANCE BY SELLER

Until accepted by Seller, this document constitutes an offer by Purchaser on the terms stated above. Buyer's offer to buy herein shall be irrevocable to and including May 21, 2014. If not so approved by the Seller, through its City Council, by May 21, 2014, this offer and Agreement shall be void.

This Agreement has been read and executed in duplicate on the dates beside the parties' authorized agents' signatures.

IN WITNESS WHEREOF, Christopher L. Ensey and Patricia C. Ensey, have caused this Agreement for Sale of Real Estate to be executed this 25 day of April, 2014.

By: Christopher L. Ensey

By: Patricia C. Ensey

STATE OF Iowa)
COUNTY Scott) ss

I, Donelle Lineburg, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that CHRISTOPHER L. ENSEY and PATRICIA C. ENSEY, personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this 25th day of April, 2014, in person and acknowledged that he signed, and delivered said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25th day of April, A.D. 2014.



[Signature]
NOTARY PUBLIC

IN WITNESS WHEREOF, The City of Moline has caused this Agreement for Sale of Real Estate to be duly executed in its name and on its behalf by Scott Raes, its Mayor, this _____ day of _____ 2014.

City of Moline (Seller)

Attest:

Scott Raes, Mayor

Tracy Koranda, City Clerk

STATE OF ILLINOIS)
) ss
COUNTY ROCK ISLAND)

On this ____ day _____, A.D. 2014 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Scott Raes and Tracy Koranda to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Moline that said instrument was signed on behalf of said City of Moline, an Illinois Municipal Corporation, by authority of its City Council; and that the said Scott Raes as such Mayor, acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by him/her/them voluntarily executed.

Notary Public

Approved as to form:

Maureen E. Riggs, City Attorney

Council Bill/Ordinance No.: 4017-2014

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 First Step Riverfront 5K Race to be held on Saturday, May 24, 2014.

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 24, 2014, from 4:00 p.m. until 9:00 p.m.

All lanes of 34th Street from the northernmost side of River Drive to the southernmost side of University Drive.

All lanes of University Drive from the easternmost side of 34th Street to the northernmost side of River Drive.

All lanes of River Drive from the easternmost side of 23rd Street to the easternmost side of the parking lot west of the Captain’s Table Restaurant.

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: _____

Approved as to form:

Attest: _____
City Clerk

City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/15/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. 1617 2nd Avenue, Suite #200 Rock Island, IL 61201 Jim M. Moran	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Illinois Casualty</td> <td></td> </tr> <tr> <td>INSURER B : Selective Insurance Company</td> <td>002020</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Illinois Casualty		INSURER B : Selective Insurance Company	002020	INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Illinois Casualty															
INSURER B : Selective Insurance Company	002020														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Children's Therapy Center of the Quad Cities, NFP 1504 13th Ave. Moline, IL 61265															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY			S1707027	03/08/2014	03/08/2015	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 1,000,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 15,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N		N/A			OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L EACH ACCIDENT \$
							E L DISEASE - EA EMPLOYEE \$
							E L DISEASE - POLICY LIMIT \$
A	Liquor Liability			BINDER	05/24/2014	05/25/2014	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is listed as additional insured.
 RE: 5k Run being held 5/24/14.

CERTIFICATE HOLDER**CANCELLATION**

MOLIN25 City Of Moline 619 16th Street Moline, IL 61265	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---