

Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, September 15, 2015

Presentation

Global Communities - Flourishing Communities (Ray Forsythe, Planning and Development Director)

Questions on the Agenda

Agenda Items

- 1. Amendment to Zoning Code** (Shawn Christ, Land Development Manager)
- 2. Amendment to Fire & Police Commissioner Rules** (Alison Fleming, Human Resources Manager)
- 3. Cell Tower Amendment - Pegasus** (Amy Keys, Deputy City Attorney)
- 4. Cell Tower Amendment – Tower Assets** (Amy Keys, Deputy City Attorney)
- 5. Amendment to Chapter 34** (Michael Waldron, Public Works Director)
- 6. Seal Coat Change Order** (Scott Hinton, City Engineer)
- 7. Joint & Crack Change Order** (Scott Hinton, City Engineer)
- 8. Lift Station Change Order** (Scott Hinton, City Engineer)
- 9. Utility Easement** (Scott Hinton, City Engineer)
- 10. Other**
- 11. Public Comment**

Informational

Update on Avenue of the Cities Streetscaping Project and Federally-Funded Resurfacing Project.
(Scott Hinton, City Engineer)

Explanation

- 1. An Ordinance Amending the Zoning and Land Development Code of the City of Moline, Illinois, by enacting thereto an amendment of the Zoning Map, incorporated therein as Section 35-3103 (City of Moline; Lots 8, 9, N350FT of Lots 24 and 25, 24, 25, 2, 1 and 1400 Block of 52 Avenue of Southpark West) (Shawn Christ, Land Development Manager)**

Explanation: This ordinance will rezone eight parcels from I-1 (light industrial) to B-4 (highway/intensive business district) and one parcel from O-1 (office district) to C-2 (conservation district) in Southpark West. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: August 10, 2015
Goals Impacted: Great Place to Live; Upgrade City Infrastructure and Facilities

- 2. A Resolution considering all Rules and Regulations adopted by the Board of Fire and Police Commissioners (Board) concerning “Chapter V – Applications for Original Appointment – Fire;” and approving same as an exercise of the City’s Home Rule Powers. (Alison Fleming, Human Resources Manager)**

Explanation: The Board of Fire and Police Commissioners approved changes to its Rules and Regulations at its September 2, 2015, meeting. Said changes allow for a more efficient and productive hiring process for firefighter/paramedics. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: Newspaper Publication
Goal Impacted: A Great Place to Live

- 3. A Special Ordinance authorizing the Mayor and City Clerk to execute a First Amendment to Tower Site Option and Ground Lease Agreement and an Amended and Restated Memorandum of Lease with Pegasus Tower Development Company, LLC, for the wireless communications tower and transmitter site located at 2701 30th Street Court, Moline, Illinois. (Amy Keys, Deputy City Attorney)**

Explanation: On March 30, 2010, the City executed a Tower Site Option and Ground Lease Agreement and a Memorandum of Lease with Pegasus Tower Company, LTD., for its placement of antenna facilities on City premises located at 2701 30th Street Court, known as Jefferson Park. Pegasus Tower Company, LTD., proceeded with exercising the option and pursuant to terms of the Lease, started its Lease with the City on January 1, 2011. Pursuant to terms of the Lease, Pegasus Tower Company, LTD., assigned its interest in the Lease to Pegasus Tower Development Company, LLC (“Pegasus”). Pursuant to negotiations between the City and Pegasus, the parties have determined that there are discrepancies in the legal descriptions and the parties wish to correct the legal descriptions at this time. Execution of the First Amendment to Tower Site Option and Ground Lease Agreement and the Amended and Restated Memorandum of Lease by the City will allow the legal descriptions to be corrected.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: Documents to be recorded by Pegasus Tower Development Company, LLC
Goals Impacted: A Great Place to Live

4. **A Special Ordinance authorizing the Mayor and City Clerk to execute an Estoppel Certificate and Consent Agreement (“Agreement”) permitting Tower Assets Newco IX, LLC, a Delaware limited liability company to take assignment of the Tower Site Option and Ground Lease Agreement (“Lease”) between the City and Pegasus Tower Development Company, LLC, for the site located at 2701 30th Street Court, Moline, Illinois.** (Amy Keys, Deputy City Attorney)

Explanation: On March 30, 2010, the City executed a Lease with Pegasus Tower Company, LTD., for its placement of antenna facilities on City premises located at 2701 30th Street Court, known as Jefferson Park. Pegasus Tower Company, LTD., proceeded with exercising the option and pursuant to terms of the Lease, started its Lease with the City on January 1, 2011. Pursuant to terms of the Lease, Pegasus Tower Company, LTD., assigned its interest in the Lease to Pegasus Tower Development Company, LLC. City staff has received and reviewed the financials of Tower Assets Newco IX, LLC (“Tower Assets”) and finds them acceptable in valuation as a service provider. Execution of the Agreement by the City will allow Tower Assets to take assignment of the Lease upon closing of the transaction between Pegasus Tower Development Company, LLC, and Tower Assets.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: N/A
Goals Impacted: A Great Place to Live

5. **An Ordinance amending Chapter 34, “WATER AND SEWERS,” of the Moline Code of Ordinances, Section 34-2121, “Charges and Collections,” by repealing subsection (i), “Delayed Billing,” in its entirety and enacting in lieu thereof one new subsection (i) “Prorated Utility Billing,” dealing with the same subject matter.** (Mike Waldron, Director of Public Works)

Explanation: The Committee-of-the-Whole has declared its desire to enhance the equity of quarterly utility billing practices by allowing for proration of certain associated fixed charges on utility bills issued for a duration of less than a full quarterly billing cycle. The adoption of this ordinance will provide for proration of certain fixed charges associated with such quarterly City utility bills.

Staff Recommendation: Approval
Fiscal Impact: An estimated annual reduction of \$24,335 in Water revenue and \$14,465 in WPC revenue.
Public Notice/Recording: N/A
Goal Impacted: A Great Place to Live

6. **A Resolution authorizing approval of a Reconciliation Change Order with Settle, Inc. for Project #1220, 2015 Seal Coat Program, in the amount of \$21,425.45.** (Scott Hinton, City Engineer)

Explanation: In order to make final payment to the contractor and close out the contract, a change order is needed in the amount of \$21,425.45. The change order reflects the difference between the estimated bid quantities and final quantities actually constructed. The change order increases the original contract value of \$78,780.00 by 27.2% to \$100,205.45. Council previously approved spending up to the budgeted amount of \$100,000.00. The final contract value exceeds this amount by \$205.45.

Staff Recommendation: Approval
Fiscal Impact: Funds are budgeted and available in account #510-9957-438.04-25
Public Notice/Recording: N/A
Goals Impacted: Strong Local Economy, Upgrade City Infrastructure & Facilities

- 7. A Resolution authorizing approval of a Reconciliation Change Order with Denler, Inc. for Project #1219, 2015 Joint and Crack Sealing Program, in the amount of \$14,414.20.** (Scott Hinton, City Engineer)

Explanation: In order to make final payment to the contractor and close out the contract, a change order is needed in the amount of \$14,414.20. The change order reflects the difference between the estimated bid quantities and final quantities actually constructed. The change order increases the original contract value of \$62,200.00 by 23.2% to \$76,614.20. Council previously approved spending up to the budgeted amount of \$75,000.00. The final contract value exceeds this amount by \$1,614.20.

Staff Recommendation: Approval
Fiscal Impact: Funds are budgeted and available in account #510-9957-438.04-25
Public Notice/Recording: N/A
Goals Impacted: Strong Local Economy, Upgrade City Infrastructure & Facilities

- 8. A Resolution authorizing approval of a Reconciliation Change Order with Miller Trucking and Excavating, Inc. for Project #1207, Riverbend Commons Sanitary Sewer and Lift Station, in the amount of \$4,227.79.** (Scott Hinton, City Engineer)

Explanation: In order to make final payment to the contractor and close out the contract, a change order is needed in the amount of \$4,227.79. The change order reflects the difference between the estimated bid quantities and final quantities actually constructed. The change order increases the original contract value of \$329,180.00 by 1.3% to \$333,407.79.

Staff Recommendation: Approval
Fiscal Impact: Funds are budgeted and available in account #320-1840-433.08-30
Public Notice/Recording: N/A
Goals Impacted: Strong Local Economy, Upgrade City Infrastructure & Facilities

- 9. A Resolution authorizing the Mayor and City Clerk to Accept a Permanent Utility and Drainage Easement for Project #1233, Water Main Lining Along IL-5 (John Deere Road), on Parcel 07-9735 from John D. Kluck and Peggy P. Kluck.** (Scott Hinton, City Engineer)

Explanation: City of Moline Project #1233, Water Main Lining Along IL-5 (John Deere Road), requires one new permanent utility easement to allow access to Parcel 07-9735, commonly known as 4827 44th Avenue, for the future maintenance and replacement of an existing water main.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: Engineering Division will record
Goals Impacted: Upgrade City Infrastructure & Facilities

CHAPTER V - APPLICATIONS FOR ORIGINAL APPOINTMENT - FIRE

Section 1. RESIDENCE

Applicants for examination for appointment to the Fire Department must be citizens of the United States and agree to live within the boundaries established by ordinance or applicable labor agreement within the time prescribed by ordinance.

Section 2. APPLICATION FORMS

Applications for positions shall be filed upon forms furnished by the Human Resources Office and applicants must comply with the requirements of said form in every respect. Applications must be filed with the Human Resources Office prior to taking an examination by a date established by the Commission and duly published.

The application as attached shall include the following releases and/or documents, which must be executed by all applicants:

- (a) Physical ability test liability release.
- (b) Privacy waiver and credit check authority.
- (c) Compliance with rules.
- (d) Reference release.
- (e) Residency agreement.

The applicant shall furnish with the application a copy of said applicant's military service record and discharge papers (DD Form 214 long form), and paramedic certification and firefighter certification, if applicable.

A false statement knowingly made by a person in an application for examination, connivance in any false statement made in any certificate which may accompany such application or complicity in any fraud in any manner related to same shall be regarded as good cause for exclusion from the examination, and, if appointed, shall be regarded as good cause for discharge.

Section 3. DISQUALIFICATION

Always subject to all applicable state and federal non-discrimination laws, rules and regulations, the Chief may refuse to examine an applicant or, after examination, refuse to certify the applicant as eligible:

- (a) Who is found lacking in any of the established preliminary requirements for the service for which he or she applies.
- (b) Who is physically unable to perform the duties of the position to which he or she seeks appointment as to be determined by agility and/or physical tests or examinations.
- (c) Who has been convicted of a felony or who has been found by a court of law to be guilty of or has pled guilty to a felony.
- (d) Who has been dismissed from any public service for good cause.
- (e) Who has attempted to practice any deception or fraud in his or her application.
- (f) Who does not possess a high school education or its equivalent.

(g) Who has received less than an honorable discharge from any branch of the Armed Forces of the United States of America.

(h) Who has been convicted of Driving Under the Influence within five (5) years prior to the deadline to submit an application.

An individualized assessment may be conducted prior to a disqualification related to criminal conduct to ensure the exclusion is job related and consistent with business necessity. Any applicant disqualified under (c), (d), (g) and/or (h) of this Section shall have an opportunity to establish to the Board that he/she has been rehabilitated upon request as stated hereinbelow.

Any applicant shall be notified by the Human Resources Office on behalf of the Chief of such disqualification and, upon written request made by the applicant within five days after receipt of such notice, shall be given the opportunity to be heard for good cause in front of the Board. The Board shall require proof of rehabilitation by the applicant beyond a reasonable doubt in cases where (c) or (g) above is involved. In all other cases where (d) and/or (h) are involved, the applicant shall be required to prove rehabilitation by a preponderance of the evidence.

A list of disqualified applicants under this section shall be provided to the Board with an explanation as to why disqualification occurred immediately upon disqualification.

Always subject to all applicable state and federal non-discrimination laws, rules and regulations, only the Commission may refuse to examine an applicant or, after examination, refuse to certify the applicant as eligible:

(i) Who uses or has used narcotics or intoxicating beverages to excess.

(j) Who has been convicted of any misdemeanor involving moral turpitude, excluding a conviction of Driving Under the Influence within five years prior to the deadline to submit an application. (See Appendix A for list.)

(k) Who may be found disqualified in personal qualifications or health or physical qualifications as determined by cursory testing.

(l) Whose character and employment references are unsatisfactory.

An individualized assessment may be conducted prior to a disqualification related to criminal conduct to ensure the exclusion is job related and consistent with business necessity. Any applicant disqualified under (i), (j) and/or (l) of this Section shall have an opportunity to establish to the Board that he/she has been rehabilitated upon request as stated hereinbelow.

Any applicant shall be notified by the Board of such disqualification and, upon written request made by the applicant within five days after receipt of such notice, shall be given the opportunity to be heard for good cause. In all cases where (i), (j), or (l) is in question, the applicant shall be required to prove rehabilitation by a preponderance of the evidence.

Section 4. INCOMPLETE APPLICATIONS

If the application is returned incomplete, the applicant will be disqualified.

Section 5. PHYSICAL AND MEDICAL EXAMINATIONS

After an offer of employment is made, applicants for original appointment shall be required to submit to a physical and medical examination by a licensed physician of the City's choice, and a psychological examination performed by a licensed psychologist or psychiatrist selected by the Board.

Applicants must have vision correctable to 20/20.

Section 6. AGE REQUIREMENTS

Applicants for the Fire Department must be at least 20 years of age, but shall not be appointed until said applicant reaches 21 years of age. All applicants must be under 35 years of age, except as otherwise provided below:

(a) If a person is placed on an eligibility list and becomes over-age before being appointed, the person remains eligible for appointment until the list is abolished.

(b) If a person was previously employed as a full-time firefighter in a regularly constituted fire department of (i) any municipality or fire protection district located in Illinois, (ii) a fire protection district whose obligations were assumed by a municipality under Section 21 of the Fire Protection District Act, or (iii) a municipality whose obligations were taken over by a fire protection district.

(c) If a person has served a municipality as a regularly enrolled volunteer, paid-on-call, or part-time firefighter for the five (5) years immediately preceding the time that the municipality begins to use full-time firefighters to provide all or part of its fire protection service.

Proof of birth date will be required before appointment.

Section 7. PREREQUISITE FOR APPLICATION ELIGIBILITY

To be eligible to apply, an applicant for the position of Firefighter/Paramedic must be certified as a National or Illinois EMT-B or must be a registered nurse who is less than two (2) years from obtaining a pre-hospital RN license.

Section ~~7~~8. NOTICE OF ACCEPTANCE

The Human Resources Office will notify all applicants whose applications have been accepted by the Board to be present for subsequent examinations.

**FIRST AMENDMENT TO TOWER SITE OPTION
AND GROUND LEASE AGREEMENT**

THIS FIRST AMENDMENT TO TOWER SITE OPTION AND GROUND LEASE AGREEMENT (this "Amendment") is made and entered into effective as of _____, 2015 by and between the **City of Moline**, whose address is 619 16th Street, Moline, Illinois 61265 ("Grantor"), and **Pegasus Tower Development Company, LLC**, a Delaware limited liability company, whose address is 86 West Street, Chagrin Falls, Ohio 44022 ("Grantee").

WITNESSETH

A. The Grantor has leased to the Grantee (successor-in-interest to the original grantee, Pegasus Tower Company, Ltd.), pursuant to the terms of a written Tower Site Option and Ground Lease Agreement between the parties dated as of March 30, 2010 (herein the "Agreement"), certain of the Grantor's real estate in Rock Island County, which specific real estate is a part of that certain parcel conveyed to the Grantor by Deed dated June 15, 1966 and recorded in the land records of said jurisdiction in Deed Book 301, Pages 443-444, which real estate is designated on Tax Map No. 1709200006, all of which is more particularly described in **Exhibit 1** attached hereto and which real estate is herein referred to as the "Grantor's Property";

B. Schedule A of the Agreement did not contain metes and bounds descriptions of the areas leased by Grantor to Grantee or the easements granted by Grantor to Grantee and Grantor and Grantee now wish to amend the Agreement to incorporate the final agreed upon legal descriptions into the Agreement.

C. NOW THEREFORE, for and in consideration of the premises herein, the receipt and sufficiency of which is hereby acknowledged, the parties obligate and bind one another, their heirs, successors and assigns as follows:

1. Leased Property Description. Grantor and Grantee agree that Schedule "A" referred to on page 1 of the Agreement in the Section called "Leased Property Description" and attached to the Agreement is hereby deleted in its entirety and replaced with Schedule A attached hereto and made a part hereof. The legal descriptions contained in Schedule A derive from a set of drawings prepared by CLS Group that contain drawings last revised on May 7, 2010 as approved by the City of Moline on June 3, 2010, as evidenced by a signature of the Donald Welavaert, the then Mayor of the Grantor.
2. Commencement Date. Grantor and Grantee agree that the lease portion of the Agreement commenced on January 1, 2011.
3. Amended and Restated Memorandum of Lease. Grantor and Grantee agree to enter into an Amended and Restated Memorandum of Lease to amend and restate the Memorandum of Lease dated as of December 15, 2010 and recorded as Document No. 2011-07994 of the Rock Island County, Illinois Recorder which contained incorrect legal descriptions. Grantee shall record the Amended and Restated Memorandum of Lease at its cost.

4. No Other Amendments. Other than the amendments made herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

WITNESS the following signatures and seals:

GRANTOR

**CITY OF MOLINE, ILLINOIS, an Illinois
municipal corporation**

By: _____
Scott Raes, Mayor of the City of Moline

By: _____
Tracy Koranda, City Clerk

Approved as to Form:

By: _____
Maureen Riggs, City Attorney

GRANTEE:

**PEGASUS TOWER DEVELOPMENT
COMPANY, LLC, a Delaware limited
liability company**

By: _____
Jeffrey J. Milius, President

STATE OF ILLINOIS)
) ss.
COUNTY OF ROCK ISLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015 by Scott Raes, the Mayor of the CITY OF MOLINE, ILLINOIS, and Tracy Koranda, the City Clerk of the CITY OF MOLINE, ILLINOIS, on behalf of the City of Moline.

SEAL

Name: _____
My Commission Expires: _____

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this ____ day of September, 2015 by Jeffrey J. Milius, the President of PEGASUS TOWER DEVELOPMENT COMPANY, LLC, a Delaware limited liability company, on behalf of the limited liability company.

SEAL

Name: _____
My Commission Expires: _____

SCHEDULE 1
to First Amendment to Tower Site Option and Ground Lease Agreement

Description of Grantor's Property

A tract of land in the East Half of Section 9, Township 17 North, Range 1 West of the Fourth Principal Meridian, bounded and described as follows, to wit:

Commencing at the Southeast corner of the Northwest Quarter of the Northeast Quarter of said Section 9; thence Southerly along the East line of said Northwest Quarter of said Northeast Quarter of said Section 9, a distance of 499 feet, more or less, to a point in the Northerly right of way line for a highway designated Federal Aid Interstate 74, said point being the point of beginning of the hereinafter described tract; thence North 23° 09' 06" West along said right of way line a distance of 506.26 feet; thence North 34° 20' 47" West along said right of way line a distance of 953.0 feet; thence Northeasterly along a line bearing North 20° 42' 30" East, a distance of 372.85 feet thence Northerly along a line bearing North 0° 06' West, a distance of 18.0 feet; thence Easterly along a line bearing North 89° 16' East; a distance of 100.0 feet; thence Southerly along a line bearing South 0° 06' East, a distance of 612.6 feet; thence Easterly along a line bearing North 89° 18' East, a distance 504.6 feet to a point in said East line of said Northwest Quarter of said Northeast Quarter of said Section 9; thence Southerly along said East line of said Northwest Quarter of said Northeast Quarter of said Section 9 to the point of beginning, containing 8.2 acres, more or less.

SCHEDULE A
to First Amendment to Tower Site Option and Ground Lease Agreement

Description of Leased Property

DESCRIPTION OF LEASE AREA

A PARCEL OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PM, IN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE SOUTHWEST CORNER OF LOT 16 GREEN ACRES 1ST ADDITION;

THENCE NORTH 00° 16' 41" EAST 72.19 FEET ALONG THE WESTERLY LINE OF SAID GREEN ACRES 1ST ADDITION;

THENCE NORTH 89° 43' 19" WEST 327.05 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 61° 31' 28" WEST 60.00 FEET;

THENCE NORTH 28° 28' 32" WEST 50.00 FEET;

THENCE NORTH 61° 31' 28" EAST 60.00 FEET;

THENCE SOUTH 28° 28' 32" EAST 50.00 FEET;

THIS PARCEL CONTAINS 3,000 SQUARE FEET MORE OR LESS.

(THIS SURVEY IS BASED ON ILLINOIS STATE PLANE COORDINATES, ILLINOIS WEST ZONE).

DESCRIPTION OF UTILITY EASEMENT

A 5 FOOT WIDE, AS MEASURED PERPENDICULAR, STRIP PARCEL OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PM, IN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE SOUTHWEST CORNER OF LOT 16 GREEN ACRES 1ST ADDITION;

THENCE NORTH 00° 16' 41" EAST 72.19 FEET ALONG THE WESTERLY LINE OF SAID GREEN ACRES 1ST ADDITION;

THENCE NORTH 89° 43' 19" WEST 327.05 FEET;

THENCE SOUTH 61° 31' 28" WEST 1.71 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE;

THENCE SOUTH 75° 10' 10" EAST 339.43 FEET TO THE END OF SAID CENTERLINE;

THIS PARCEL CONTAINS 1,697 SQUARE FEET MORE OR LESS.

(THIS SURVEY IS BASED ON ILLINOIS STATE PLANE COORDINATES, ILLINOIS WEST ZONE).

DESCRIPTION OF LANDSCAPE EASEMENT

A PARCEL OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PM, IN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE SOUTHWEST CORNER OF LOT 16 GREEN ACRES 1ST ADDITION;

THENCE NORTH 00° 16' 41" EAST 72.19 FEET ALONG THE WESTERLY LINE OF SAID GREEN ACRES 1ST ADDITION;

THENCE NORTH 89° 43' 19" WEST 327.05 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 28° 28' 32" WEST 50.00 FEET;

THENCE SOUTH 61° 31' 28" WEST 60.00 FEET;

THENCE NORTH 28° 28' 32" WEST 10.00 FEET;

THENCE NORTH 61° 31' 28" EAST 70.00 FEET;

THENCE SOUTH 28° 28' 32" EAST 70.00 FEET;

THENCE SOUTH 61° 31' 28" WEST 70.00 FEET;

THENCE NORTH 28° 28' 32" WEST 10.00 FEET;

THENCE NORTH 61° 31' 28" EAST 60.00 FEET TO THE POINT OF BEGINNING;

THIS PARCEL CONTAINS 1,900 SQUARE FEET MORE OR LESS.

(THIS SURVEY IS BASED ON ILLINOIS STATE PLANE COORDINATES, ILLINOIS WEST ZONE).

DESCRIPTION OF ACCESS/UTILITY EASEMENT

A PARCEL OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PM, IN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE SOUTHWEST CORNER OF LOT 16 GREEN ACRES 1ST ADDITION;

THENCE NORTH 00° 16' 41" EAST 72.19 FEET ALONG THE WESTERLY LINE OF SAID GREEN ACRES 1ST ADDITION;

THENCE NORTH 89° 43' 19" WEST 327.05 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 28° 28' 32" WEST 50.00 FEET;

THENCE NORTH 61° 31' 28" EAST 25.00 FEET;

THENCE SOUTH 28° 28' 32" EAST 15.89 FEET;

THENCE 10.74 FEET ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY (THE CHORD OF SAID CURVE BEARS SOUTH 59° 14' 16" EAST 10.23 FEET);

THENCE NORTH 90° 00' 00" EAST 171.18 FEET;

THENCE 87.24 FEET ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY (THE CHORD OF SAID CURVE BEARS SOUTH 48° 20' 51" EAST 79.75 FEET);

THENCE SOUTH 06° 41' 42" EAST 72.07 FEET;

THENCE 21.81 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY (THE CHORD OF SAID CURVE BEARS SOUTH 48° 20' 51" EAST 19.94 FEET);

THENCE NORTH 90° 00' 00" EAST 57.22 FEET TO THE WESTERLY LINE OF GREEN ACRES 1ST ADDITION;

THENCE SOUTH 00° 16' 41" WEST 25.00 FEET ALONG THE SAID WESTERLY LINE OF GREEN ACRES 1ST ADDITION;

THENCE SOUTH 90° 00' 00" WEST 57.10 FEET;

THENCE 58.16 FEET ALONG THE ARC OF A 40.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY (THE CHORD OF SAID CURVE BEARS NORTH 48° 20' 51" WEST 53.17 FEET);

THENCE NORTH 06° 41' 42" WEST 72.07 FEET;

THENCE 50.89 FEET ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY (THE CHORD OF SAID CURVE BEARS NORTH 48° 20' 51" WEST 46.52 FEET);

THENCE SOUTH 90° 00' 00" WEST 156.05 FEET;

THENCE 17.39 FEET ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY (THE CHORD OF SAID CURVE BEARS SOUTH 75° 45' 44" WEST 17.22 FEET);

THENCE SOUTH 61° 31' 28" WEST 15.61 FEET TO THE POINT OF BEGINNING;

THENCE THIS PARCEL CONTAINS 11,497 SQUARE FEET MORE OR LESS.

(THIS SURVEY IS BASED ON ILLINOIS STATE PLANE COORDINATES, ILLINOIS WEST ZONE).

Prepared by and Upon
Recordation Return to:

Diane S. Leung, Esq.
Thompson Hine LLP
127 Public Square
3900 Key Center
Cleveland, Ohio 44114-1291

AMENDED AND RESTATED MEMORANDUM OF LEASE

THIS AMENDED AND RESTATED MEMORANDUM OF LEASE ("Amended Memorandum") is made and entered into effective as of _____, 2015 by and between the **City of Moline**, whose address is 619 16th Street, Moline, Illinois 61265 ("Grantor"), and **Pegasus Tower Development Company, LLC**, a Delaware limited liability company, whose address is 86 West Street, Chagrin Falls, Ohio 44022 ("Grantee").

WITNESSETH

A. The Grantor has leased to the Grantee (successor-in-interest to the original grantee, Pegasus Tower Company, Ltd.) pursuant to the terms of a written Tower Site Option and Ground Lease Agreement between the parties dated as of March 30, 2010 (herein the "Agreement"), certain of the Grantor's real estate in Rock Island County, which specific real estate is a part of that certain parcel conveyed to the Grantor by Deed dated June 15, 1966 and recorded in the land records of said jurisdiction in Deed Book 301, Pages 443-444, which real estate is designated on Tax Map No. 1709200006, all of which is more particularly described in **Schedule A** attached hereto and which real estate is herein referred to as the "Grantor's Property".

B. The Grantor and the Grantee executed a Memorandum of Lease dated as of December 15, 2010 and recorded as Document No. 2011-07994 of the Rock Island County, Illinois Recorder (the "Original Memorandum") in order to memorialize certain provisions of the Agreement.

C. The Grantor and the Grantee have discovered that some of the legal descriptions attached to the Original Memorandum were taken from a version of a survey that was not final.

D. Accordingly, the Grantor and the Grantee hereby enter into this Amended Memorandum to reflect the correct legal descriptions for the Leased Property (defined below) with the intent that this Amended Memorandum amends, restates and replaces the Original Memorandum.

E. Grantor and Grantee have also amended the Agreement by a First Amendment to Tower Site Option and Ground Lease Agreement dated the same date as this Amended Memorandum to replace the legal description on Schedule "A" of the Lease with same the legal descriptions that appears on Schedule B attached hereto.

NOW THEREFORE, for and in consideration of the premises herein, the receipt and sufficiency of which is hereby acknowledged, the parties obligate and bind one another, their heirs, successors and assigns as follows:

1. Grant of Lease. The Grantee has exercised its option rights under the Agreement and the Grantor has leased to the Grantee, its successors and assigns, all of the Leased Property upon the terms and conditions set forth in the Agreement.
2. Term. The initial term of the lease is for five (5) years from January 1, 2011 (herein the "Commencement Date"). The maximum term during which the Grantee may lease the Leased Property if it exercises its renewal rights in the Lease is 30 years from the Commencement Date.
3. The Leased Property. The Grantor and the Grantee hereby confirm that the portions of Grantor's Property that are leased by Grantor to Grantee and are subject to easements in favor of Grantee are set forth on Schedule B attached hereto (collectively, the "Leased Property") .
4. Incorporation of Agreement. All other terms and conditions of the Agreement, as amended, are incorporated herein by reference. In the event of a conflict between the terms hereof and the terms of the Agreement, the terms of the Agreement shall govern.

[Signature pages follow]

WITNESS the following signatures and seals:

**GRANTOR: CITY OF MOLINE, ILLINOIS,
an Illinois municipal corporation**

By: _____
Scott Raes, Mayor of the City of Moline

By: _____
Tracy Koranda, City Clerk

Approved as to Form:

By: _____
Maureen Riggs, City Attorney

STATE OF ILLINOIS)
) ss.
COUNTY OF ROCK ISLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015 by Scott Raes, the Mayor of the CITY OF MOLINE, ILLINOIS, and Tracy Koranda, the City Clerk of the CITY OF MOLINE, ILLINOIS, on behalf of the City of Moline.

SEAL

Name: _____
My Commission Expires: _____

[Signatures continued on the following page]

[Signatures continued from the previous page]

GRANTEE:

PEGASUS TOWER DEVELOPMENT
COMPANY, LLC, a Delaware limited liability
company

By: _____
Jeffrey J. Milius, President

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this ____ day of September, 2015 by Jeffrey J. Milius, the President of PEGASUS TOWER DEVELOPMENT COMPANY, LLC, a Delaware limited liability company, on behalf of the limited liability company.

SEAL

Name: _____
My Commission Expires: _____

SCHEDULE A
to Memorandum of Lease

Description of Grantor's Property

A tract of land in the East Half of Section 9, Township 17 North, Range 1 West of the Fourth Principal Meridian, bounded and described as follows, to wit:

Commencing at the Southeast corner of the Northwest Quarter of the Northeast Quarter of said Section 9; thence Southerly along the East line of said Northwest Quarter of said Northeast Quarter of said Section 9, a distance of 499 feet, more or less, to a point in the Northerly right of way line for a highway designated Federal Aid Interstate 74, said point being the point of beginning of the hereinafter described tract; thence North 23° 09' 06" West along said right of way line a distance of 506.26 feet; thence North 34° 20' 47" West along said right of way line a distance of 953.0 feet; thence Northeasterly along a line bearing North 20° 42' 30" East, a distance of 372.85 feet thence Northerly along a line bearing North 0° 06' West, a distance of 18.0 feet; thence Easterly along a line bearing North 89° 16' East; a distance of 100.0 feet; thence Southerly along a line bearing South 0° 06' East, a distance of 612.6 feet; thence Easterly along a line bearing North 89° 18' East, a distance 504.6 feet to a point in said East line of said Northwest Quarter of said Northeast Quarter of said Section 9; thence Southerly along said East line of said Northwest Quarter of said Northeast Quarter of said Section 9 to the point of beginning, containing 8.2 acres, more or less.

SCHEDULE A
to Memorandum of Lease

Description of Leased Property

DESCRIPTION OF LEASE AREA

A PARCEL OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PM, IN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE SOUTHWEST CORNER OF LOT 16 GREEN ACRES 1ST ADDITION;

THENCE NORTH 00° 16' 41" EAST 72.19 FEET ALONG THE WESTERLY LINE OF SAID GREEN ACRES 1ST ADDITION;

THENCE NORTH 89° 43' 19" WEST 327.05 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 61° 31' 28" WEST 60.00 FEET;

THENCE NORTH 28° 28' 32" WEST 50.00 FEET;

THENCE NORTH 61° 31' 28" EAST 60.00 FEET;

THENCE SOUTH 28° 28' 32" EAST 50.00 FEET;

THIS PARCEL CONTAINS 3,000 SQUARE FEET MORE OR LESS.

(THIS SURVEY IS BASED ON ILLINOIS STATE PLANE COORDINATES, ILLINOIS WEST ZONE).

DESCRIPTION OF UTILITY EASEMENT

A 5 FOOT WIDE, AS MEASURED PERPENDICULAR, STRIP PARCEL OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PM, IN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE NORTH 89° 43' 19" WEST 327.05 FEET;

THENCE SOUTH 61° 31' 28" WEST 1.71 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE;

THENCE SOUTH 75° 10' 10" EAST 339.43 FEET TO THE END OF SAID CENTERLINE;

THIS PARCEL CONTAINS 1,697 SQUARE FEET MORE OR LESS.

(THIS SURVEY IS BASED ON ILLINOIS STATE PLANE COORDINATES, ILLINOIS WEST ZONE).

DESCRIPTION OF LANDSCAPE EASEMENT

A PARCEL OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PM, IN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE SOUTH 61° 31' 28" WEST 60.00 FEET;

THENCE NORTH 28° 28' 32" WEST 10.00 FEET;

THENCE NORTH 61° 31' 28" EAST 70.00 FEET;

THENCE SOUTH 28° 28' 32" EAST 70.00 FEET;

THENCE SOUTH 61° 31' 28" WEST 70.00 FEET;

THENCE NORTH 28° 28' 32" WEST 10.00 FEET;

THENCE NORTH 61° 31' 28" EAST 60.00 FEET TO THE POINT OF BEGINNING;

THIS PARCEL CONTAINS 1,900 SQUARE FEET MORE OR LESS.

(THIS SURVEY IS BASED ON ILLINOIS STATE PLANE COORDINATES, ILLINOIS WEST ZONE).

DESCRIPTION OF ACCESS/UTILITY EASEMENT

A PARCEL OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH PM, IN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE NORTH 28° 28' 32" WEST 50.00 FEET;

THENCE NORTH 61° 31' 28" EAST 25.00 FEET;

THENCE SOUTH 28° 28' 32" EAST 15.89 FEET;

THENCE 10.74 FEET ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY (THE CHORD OF SAID CURVE BEARS SOUTH 59° 14' 16" EAST 10.23 FEET);

THENCE NORTH 90° 00' 00" EAST 171.18 FEET;

THENCE 87.24 FEET ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY (THE CHORD OF SAID CURVE BEARS SOUTH 48° 20' 51" EAST 79.75 FEET);

THENCE SOUTH 06° 41' 42" EAST 72.07 FEET;

THENCE 21.81 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY (THE CHORD OF SAID CURVE BEARS SOUTH 48° 20' 51" EAST 19.94 FEET);

THENCE NORTH 90° 00' 00" EAST 57.22 FEET TO THE WESTERLY LINE OF GREEN ACRES 1ST ADDITION;

THENCE SOUTH 00° 16' 41" WEST 25.00 FEET ALONG THE SAID WESTERLY LINE OF GREEN ACRES 1ST ADDITION;

THENCE SOUTH 90° 00' 00" WEST 57.10 FEET;

THENCE 58.16 FEET ALONG THE ARC OF A 40.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY (THE CHORD OF SAID CURVE BEARS NORTH 48° 20' 51" WEST 53.17 FEET);

THENCE NORTH 06° 41' 42" WEST 72.07 FEET;

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THENCE SOUTH 90° 00' 00" WEST 156.05 FEET;

THENCE 17.39 FEET ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY (THE CHORD OF SAID CURVE BEARS SOUTH 75° 45' 44" WEST 17.22 FEET);

THENCE SOUTH 61° 31' 28" WEST 15.61 FEET TO THE POINT OF BEGINNING;

THENCE THIS PARCEL CONTAINS 11,497 SQUARE FEET MORE OR LESS.

(THIS SURVEY IS BASED ON ILLINOIS STATE PLANE COORDINATES, ILLINOIS WEST ZONE).

ESTOPPEL CERTIFICATE & CONSENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

The undersigned ("Landlord"), being the owner of the real property described on Exhibit A attached hereto (the "Real Estate"), which Real Estate is presently leased to **PEGASUS TOWER DEVELOPMENT COMPANY, LLC** ("Tenant") pursuant to a Tower Site Lease Agreement effective January 1, 2011, as amended, between Tenant and Landlord (the "Lease"), does hereby consent to the assignment of Tenant's interest in the Lease to **TOWER ASSETS NEWCO IX LLC**, a Delaware limited liability company ("Purchaser"), such assignment to be effective on such date as Tenant assigns its rights under the Lease to Purchaser.

Landlord hereby certifies to Purchaser that: (i) Landlord is the fee simple owner of the Real Estate and has good and marketable title thereto, free of any liens, claims and/or encumbrances other than non-delinquent real estate taxes; (ii) Tenant is the present lessee under the Lease; (iii) no person or entity other than Landlord, Tenant and any sublessee or licensee of Tenant possesses any right to utilize and/or is presently utilizing the Real Estate; (iv) the Lease is in full force and effect according to its terms and the Lease constitutes the entire agreement between Landlord and Tenant with respect to the subject matter thereof; (v) the present term of the Lease expires on January 1, 2016 subject to renewal according to the terms of the Lease; (vi) neither Tenant nor Landlord is in default under the Lease; (vii) the monthly rental under the Lease is \$2,025.92 per month, subject to the periodic adjustments to such rent set forth in the Lease; (viii) neither the undersigned nor the Tenant under the Lease has commenced any action or has given or received any notice for the purpose of terminating the Lease.

Purchaser and Landlord hereby acknowledge and agree that: (i) Purchaser will rely on this Certificate in agreeing to acquire all of Tenant's right, title and interest under the Lease; and (ii) this Certificate is being made in favor of Purchaser and, Trust Mark National Bank, its lender, and Purchaser's lender may rely upon this Certificate and the representations, consents, set forth herein.

Landlord (i) has not assigned Landlord's interest in the Lease, and (ii) is not under agreement to or negotiating an agreement to assign its interest in the Lease.

[Continued on the Next Page]

The Lease and the terms and provisions set forth therein shall remain in full force and effect. This Estoppel Certificate and Consent Agreement has been executed by Landlord and is true to the best of Landlord's knowledge.

City of Moline, an Illinois municipal corporation
Name of Landlord

By: _____
Scott Raes, Mayor of the City of Moline

Attest:

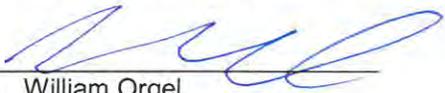
Tracey Koranda, City Clerk

Date: _____
Approved as to Form:

By: _____
Maureen Riggs, City Attorney

**AGREED TO AND ACCEPTED BY
PURCHASER (as successor in
interest to Tenant under the Lease):**

TOWER ASSETS NEWCO IX LLC

By: 
William Orgel
Title: President

STATE OF Illinois _____
COUNTY OF Rock Island _____

Subscribed and sworn to before me, a notary public in and for said state and county, by Scott Raes, Mayor of the City of Moline, Illinois and Tracy Koranda, City Clerk of the City of Moline, Illinois, this __ day of _____, 20__, and he/she/they stated to me that his/her/their execution and delivery of the foregoing instrument was his/her/their free act and deed.

Notary Public

My commission expires: _____

STATE OF Tennessee
COUNTY OF Shelby

Subscribed and sworn to before me, a notary public in and for said state and county, by William Orgel, acting in his capacity as the President of the Purchaser named herein, this 4 day of September, 2015, and he stated to me that his execution and delivery of the foregoing instrument was his free act and deed in such capacity and the free act and deed of said Purchaser.

Mary Lenoci

Notary Public

My commission expires: 09-16-2018



EXHIBIT A

DESCRIPTION OF REAL ESTATE

Description of Grantor's Property

A tract of land in the East Half of Section 9, Township 17 North, Range 1 West of the Fourth Principal Meridian, bounded and described as follows, to wit:

Commencing at the Southeast corner of the Northwest Quarter of the Northeast Quarter of said Section 9; thence Southerly along the East line of said Northwest Quarter of said Northeast Quarter of said Section 9, a distance of 499 feet, more or less, to a point in the Northerly right of way line for a highway designated Federal Aid Interstate 74, said point being the point of beginning of the hereinafter described tract; thence North 23° 09' 06" West along said right of way line a distance of 506.26 feet; thence North 34° 20' 47" West along said right of way line a distance of 953.0 feet; thence Northeasterly along a line bearing North 20° 42' 30" East, a distance of 372.85 feet thence Northerly along a line bearing North 0° 06' West, a distance of 18.0 feet; thence Easterly along a line bearing North 89° 16' East; a distance of 100.0 feet; thence Southerly along a line bearing South 0° 06' East, a distance of 612.6 feet; thence Easterly along a line bearing North 89° 18' East, a distance 504.6 feet to a point in said East line of said Northwest Quarter of said Northeast Quarter of said Section 9; thence Southerly along said East line of said Northwest Quarter of said Northeast Quarter of said Section 9 to the point of beginning, containing 8.2 acres, more or less.

SCHEDULE A
to First Amendment to Tower Site Option and Ground Lease Agreement

Description of Leased Property

DESCRIPTION OF LEASE AREA

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THENCE NORTH 28° 28' 32" WEST 50.00 FEET;

THENCE NORTH 61° 31' 28" EAST 60.00 FEET;

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THIS PARCEL CONTAINS 3,000 SQUARE FEET MORE OR LESS.

(THIS SURVEY IS BASED ON ILLINOIS STATE PLANE COORDINATES, ILLINOIS WEST ZONE).

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THENCE THIS PARCEL CONTAINS 11,497 SQUARE FEET MORE OR LESS.

(THIS SURVEY IS BASED ON ILLINOIS STATE PLANE COORDINATES, ILLINOIS WEST ZONE).

Budget Summary

MFT

Bid=

Budgeted=

Change=

Total=

CITY OF MOLINE

CONTRACT CHANGE ORDER

Project No. : 1207

Description: Riverbend Commons Lift Station

Contractor : Miller Trucking & Excavating

Date : 05/18/15

Change Order No. : 1 and FINAL

Sheet 1 of 1

CONTRACT	
Original Contract	\$329,180.00
Changes To-Date	\$4,227.79
Adjusted Contract	\$333,407.79
% Change	1.3%

*	Item	Description	Quantity	Unit	Price	Addition	Deduction
		WPC					
	1	ROCK EXCAVATION	-36.68	CY	\$15.00		(\$550.20)
	2	DEWATERING	0	LS	\$16,700.00		
	3	SANITARY SEWER, 8"	-5.1	LF	\$98.00		(\$499.80)
	4	SANITARY SEWER, 10"	-6.3	LF	\$175.00		(\$1,102.50)
	5	SANITARY SEWER, 6" FORCE MAIN	0.5	LF	\$340.00	\$170.00	
	6	MH TY A, SANITARY, 4' DIA, T.1 FRM W/BDLID	0	EA	\$2,980.00		
	7	6X4 REDUCER, DI, MJ	0	EA	\$200.00		
	8	TRENCH BACKFILL	-21	CY	\$14.00		(\$294.00)
	9	SANITARY LIFT STATION, COMPLETE	0	LS	\$84,000.00		
	10	CLASS B PATCH, TY IV, 8"	-11.1	SY	\$115.00		(\$1,276.50)
	11	SEEDING SPECIAL COMPLETE	-87.7	SY	\$1.50		(\$131.55)
	12	ABANDON AND FILL SANITARY SEWER	-60	LF	\$8.00		(\$480.00)
	13	ABANDON AND FILL SANITARY MANHOLE	0	EA	\$900.00		
	14	TEMPORARY BIKE PATH	-80	SY	\$8.00		(\$640.00)
	15	TRAFFIC CONTROL COMPLETE	0	LS	\$14,000.00		
	16	ELECTRICAL SERVICE INSTALLATION COMP	0	LS	\$20,000.00		
	17	FIRE HYDRANT TO BE REMOVED	0	EA	\$875.00		
*	18	CONCRETE PAD AND CONTROL PANEL	1	LS	\$1,282.50	\$1,282.50	
*	19	POUR NEW SECTION ON MANHOLE	1	LS	\$4,094.57	\$4,094.57	
*	20	BUILD PORTABLE PUMP CONNECTION	1	LS	\$1,270.73	\$1,270.73	
*	21	PLUG ABANDONED STORM SEWER	1	LS	\$1,993.84	\$1,993.84	
*	22	INSTALL SHLD IN MANHOLE OVR DROP BOWL	1	LS	\$390.70	\$390.70	
					Totals	\$9,202.34	(\$4,974.55)
Previous Changes =					Total Changes To-Date = \$4,227.79	Net Change	\$4,227.79

REASON FOR CHANGE

1-17 Adjustments to final quantities are based off of final field measurements

* 18-22 Adjustments made in the field for WPC and Storm Water Dept

CHANGE ORDER APPROVAL

Contractor: _____

Date: _____

BUDGET SUMMARY

Utility Tax Funds

Budget=

As Bid=

Change=

Total=

Water Funds

Budget=

As Bid=

Change=

Total=

WPC Funds

Budget=

As Bid=

Change=

Total=

Storm Water Funds

Budget=

As Bid=

Change=

Total=

Project #1233
Parcel 07-9735

PERMANENT
UTILITY AND DRAINAGE EASEMENT
FOR
CITY OF MOLINE, ILLINOIS

The undersigned owner:

John D. Kluck and Peggy P. Kluck (hereinafter "Grantors"), in consideration of ONE DOLLAR and other good and valuable consideration, the consideration of which is hereby acknowledged, hereby grants to the City of Moline, Illinois, a municipal corporation, the right of easement and the privilege to enter upon a portion of the tract of land commonly known as **4827 44th Avenue**, Moline, Illinois, which is more particularly described in **Exhibit "A"** attached hereto and made a part hereof by reference thereto, to do any necessary work for utility installation and maintenance, site grading and related work on said tract of land.

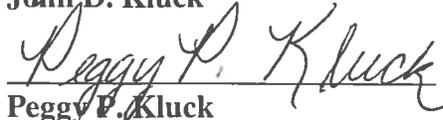
The above represents a permanent agreement and shall be binding upon current and future owners of said tract of land.

SIGNED AND DELIVERED this 24 day of August, 2015.

GRANTOR(S):



John D. Kluck



Peggy P. Kluck

Prepared by and return to:

Law Department, City of Moline, 619 – 16th Street, Moline, IL 61265

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

I, Samantha Budd, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that John D. Kluck & Peggy P. Kluck, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this 24th day of August, 2015, in person and acknowledged that they signed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24th day of August, A.D. 2015.

(seal)



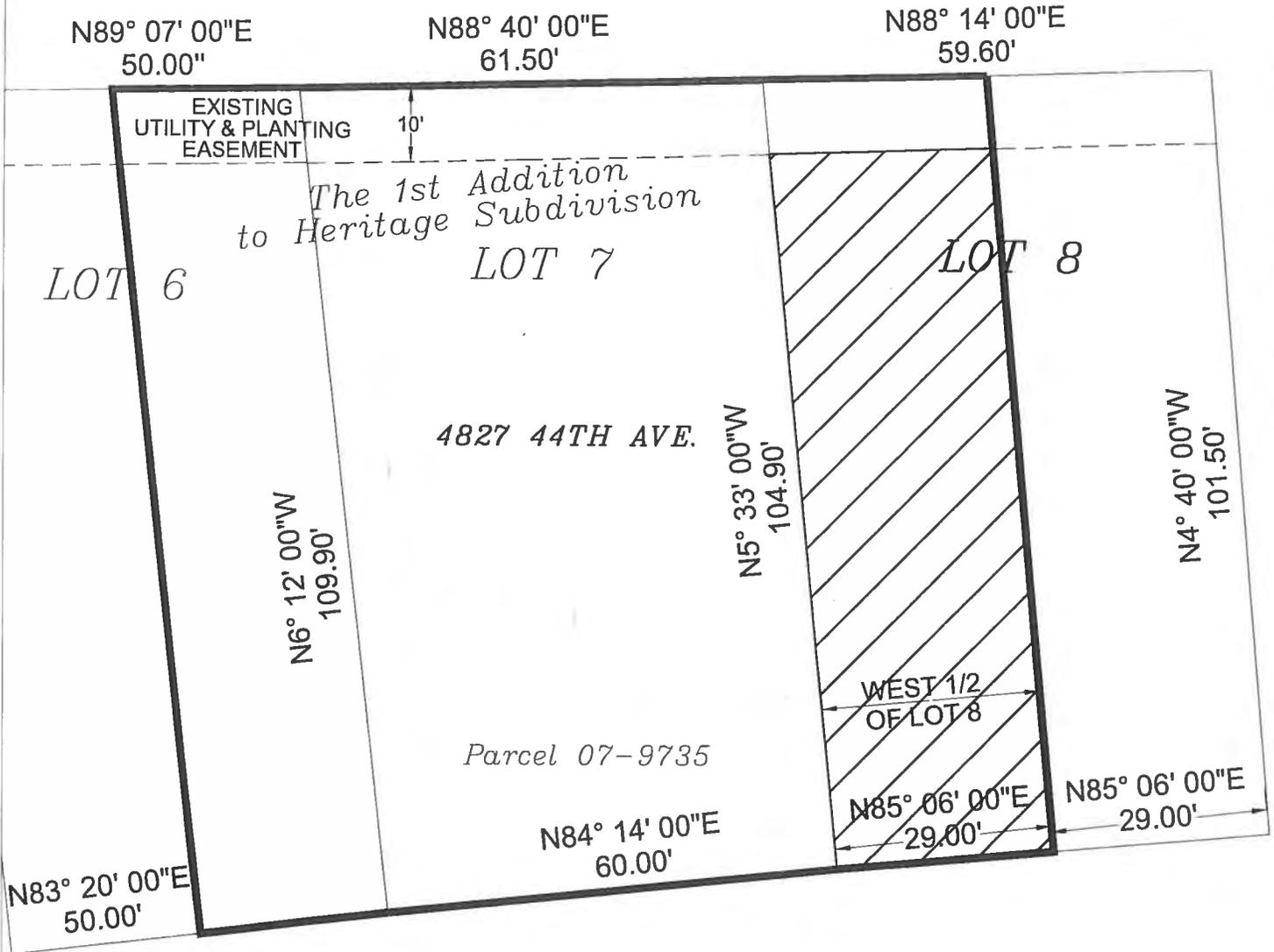
Samantha Budd
NOTARY PUBLIC

EXHIBIT "A"

PERMANENT UTILITY EASEMENT

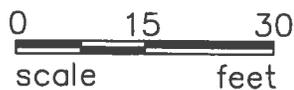
The west half of Lot 8 in the 1st Addition to Heritage Subdivision, to the City of Moline, Illinois, situated in the County of Rock Island in the State of Illinois, containing 2760 square feet, more or less.

IL RTE-5 (JOHN DEERE ROAD)



MY LICENSE EXPIRES 11/30/2016

Scott K. Taulbee 8/18/2015
DATE



I, SCOTT K. TAULBEE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003490, DO HEREBY STATE THAT THIS PERMANENT UTILITY EASEMENT PLAT WAS PREPARED UNDER MY DIRECTION FROM FIELD AND RECORD INFORMATION. NO BOUNDARY SURVEY WAS PERFORMED FOR THE PREPARATION OF THIS EASEMENT PLAT.

CITY OF MOLINE
3635 4TH AVE
MOLINE, IL 61265
WATER MAIN LINING
ALONG IL-5 (JOHN DEERE RD.)
PROJECT # 1233