

**CLINTON COUNTY BOARD****August 15, 2005**

- 1) The August meeting of the Clinton County Board was called to order by Chief Deputy Sheriff Mark Etter on Monday, August 15, 2005, at 7:00 p.m.
- 2) Roll Call: Present - Beckmann, Fix, Foppe, Guthrie, Hitpas, Holtgrave, Kloeckner, Lampe, Murray, Pingsterhaus, Robbins, Sullivan, Craig Taylor and Jack Taylor. Absent - Raymond.
- 3) The Pledge of Allegiance was recited. All visitors and guests introduced themselves.
- 4) MOTION by Lampe second by Craig Taylor to approve the minutes of the previous meeting. **MOTION CARRIED.**
- 5) APPOINTMENTS:  
  
MOTION by Robbins second by Jack Taylor to approve the appointments of Norma Rueter and Clarence Price as Trustees of the Shattuc Lighting District. **MOTION CARRIED.**  
  
MOTION by Sullivan second by Craig Taylor to approve the appointments of Tim Rehkemper and Curt Strieker as Trustees of the St. Rose Lighting District. **MOTION CARRIED.**  
  
MOTION by Craig Taylor second by Sullivan to approve the appointment of Michael Schumacher as Trustee of the St. Rose Fire Protection District. **MOTION CARRIED.**  
  
MOTION by Beckmann second by Holtgrave to approve the appointment of Joseph Kehrer as Trustee of the New Memphis Sanitary District. **MOTION CARRIED.**
- 6) FIRST READING: Brian Krausz - Trustee of New Memphis Sanitary District.
- 7) ADMINISTRATIVE AGREEMENT - MOTION by Jack Taylor second by Holtgrave to approve an Administrative Agreement with Brown & Roberts, Inc., in connection with a CDAP grant for construction engineering from the Department of Commerce and Economic Opportunity. This grant was awarded for the New Memphis Sanitary District. **MOTION CARRIED.** See Exhibit A.
- 8) RESOLUTION - "HAVA" FUNDS - MOTION by Jack Taylor second by Fix to approve Resolution #08-05-01 authorizing County Clerk Tom LaCaze to execute necessary paperwork requesting the release of funds being held by the State Board of Elections for the purchase of additional voting equipment necessary to implement the "Help America Vote Act". **MOTION CARRIED.** See Exhibit B.

- 9) COURT HOUSE PARKING - Chairman Ray Kloeckner reported some Carlyle business people requested that county employees not use parking spaces around the court house. He asked the office heads to relay this to their employees and ask them to use the county's parking lot.
- 10) CARLYLE STREET FAIR - Chairman Kloeckner received a letter from David Wilton, Chairman of the 2005 Carlyle Street Fair, asking for county board approval to hold the event and requesting no parking around the court house after 12:00 noon on September 8, and all day September 9<sup>th</sup> and 10<sup>th</sup>. **MOTION** by Lampe second by Guthrie to approve the request with the stipulation that the court house grounds are to be returned to the same condition as before the Street Fair. **MOTION CARRIED.**
- 11) ICIT ANNUAL OUTING & MEETING - County Clerk LaCaze reported IL County Insurance Trust has invited the County Board members to its annual golf outing, board meeting, and dinner on September 9, 2005. RSVP needs to be made by August 26<sup>th</sup>.
- 12) BOARD OF REVIEW - **MOTION** by Jack Taylor second by Robbins to approve the Supervisor of Assessments request to allow the County Board of Review to recess on September 7, 2005, because their assessment work is not finished. **MOTION CARRIED.**
- 13) COUNTY FARM COMMITTEE - Craig Taylor reported HB315, which will require the county to collect \$15 for pets that are not neutered, is on the Governor's desk. Any money collected would be sent to the State. Taylor reported there have been some problems with pit bulls in the county.
- 14) INSURANCE TRUST - Foppe reported all nine counties in the Insurance Trust have indicated they would accept the assessment for 2006, and will remain in the Trust for another year.
- 15) INSURANCE COMMITTEE - Hitpas reported the bills were approved.
- 16) COMMITTEES - The following committees had no report - Unincorporated Area Improvement, Solid Waste, 911, Law Enforcement/ESDA and Environmental Concerns.
- 17) SAFETY COMMITTEE - Pingsterhaus reported their next meeting is scheduled for September 12 at 1:00 p.m.
- 18) EDUCATION COMMITTEE - Guthrie reported the next meeting will be Thursday, September 1<sup>st</sup> at the Regional Office of Education at 4:30 p.m.
- 19) 708 MENTAL HEALTH BOARD/SWIAAAA - Foppe reported he had presented the budget request to the Finance Committee and he will bring it to the board in September or October for final approval.

- 20) GIS COMMITTEE - Beckmann reported a meeting is scheduled for September 22<sup>nd</sup> at 5:00 p.m.
- 21) RC&D COUNCIL - Lampe reported the next meeting is September 20<sup>th</sup> at 7:30 p.m. in Mascoutah.
- 22) TOURISM COMMITTEE - Holtgrave reported the Clinton County's brochures are finished and are available for distribution. "Marina Day", sponsored by Ric Golding of West Access Marina, was held at the Carlyle Lake and was attended by approximately 700 people. An executive meeting of the Tourism Bureau of Southwestern Illinois is scheduled for August 31<sup>st</sup> at Fairview Heights.
- 23) PERSONNEL/LABOR COMMITTEE - Hitpas reported the Committee was hoping to have the contracts with the Teamsters Union and 911 Fraternal Order of Police but some verbiage needs to be discussed and gone over. There was also a grievance filed by the 911 Dispatchers over that verbiage and he has spoken with Jack Knupel about it. There was one small issue with the Teamster's contract.
- 24) ZONING COMMITTEE - Zoning Administrator Joyce Lucas presented the first reading of the Final Plat for Timber Creek Estates.

**MOTION** by Craig Taylor second by Beckmann to approve a request for a Map Amendment submitted by Michael and Stacy English to re-zone 10 acres located in Meridian Township from Agriculture to AR3. **MOTION CARRIED.**

**MOTION** by Holtgrave second by Sullivan to approve a request for a Map Amendment submitted by Trenton Land Development to change Tract 4, 5, and 6, and a road located in Sugar Creek Township from Agriculture to AR3. **MOTION CARRIED.**

**MOTION** by Murray second by Robbins to adopt an Ordinance #08-05-02 pursuant to Article 40-3-2 of the Clinton County Zoning Code, as amended, for a Map Amendment (40-9-30) submitted by Michael and Stacy English to re-zone from Agriculture to A-R. **MOTION CARRIED.** See Exhibit C.

**MOTION** by Sullivan second by Beckmann to adopt an Ordinance #08-5-03 pursuant to Article 40-3-2 of the Clinton County Zoning Code, as amended, for a Map Amendment (40-9-30) submitted by Trenton Land Development to change from Agriculture to A-R. **MOTION CARRIED.** See Exhibit D.

States Attorney Bergmann stated there is a zoning issue he would like to have the Board to discuss in executive session. Chairman Kloeckner said the board would take care of that at the end of this meeting.

- 25) ECONOMIC DEVELOPMENT/SCIGA/SWIIDA COMMITTEE - Sullivan reported SCIGA has a meeting on Wednesday, and SWIIDA has a meeting on Thursday.
- 26) ROAD & BRIDGE COMMITTEE - Engineer Mitchell reported there was a break in a water line crossing at the Village of Damiansville. The Village will take care of it in September. The box culvert in Sugar Creek is almost completed. And work will begin on the box culvert in Breese Township.
- 27) FINANCE/HEALTH SERVICES/REVOLVING LOAN COMMITTEE - The monthly report Clinton County Health Department was presented.

**MOTION** by Jack Taylor second by Hitpas to approve payment of \$385.00 to Jon Behrens for brickmold, picture frames, and labor. **MOTION CARRIED.**

**MOTION** by Craig Taylor second by Guthrie to approve the Monthly Budget and Financial Report of the Treasurer's Office. **MOTION CARRIED.**

- 28) Treasurer Ferd Mueller reported the oil check received this month was for \$8,246.50. The first distribution of 2005 Real Estate Taxes will be made August 18<sup>th</sup>. Mueller also reported he has invested the funds received on the county's coal rights for one year at an average interest rate of 4.21%.
- 29) FACILITIES COMMITTEE - Craig Taylor reported his committee had a meeting set up with John Skain to go over problems with the fiber optic cable line that runs between the court house and the jail, but the meeting had to be rescheduled.

The Committee also had a request to store extra files in our storage area that are dated further back that we are required to keep. Treasurer Mueller reported the records are from his office and he feels they should be kept. States Attorney Bergmann said each office head should make the decision on what records need to be kept. **MOTION** by Lampe second by Guthrie to approve keeping these records. **MOTION CARRIED.**

- 30) GENERAL SERVICES COMMITTEE - Craig Taylor reported all bills were in order.
- 31) LIQUOR COMMITTEE - Holtgrave said his committee met with Clinton County Tavern Association and they are concerned about the new law regarding the Clean Air Act. The Association will be contacting area municipalities for their support.

Board Member Jack Taylor voiced his concern on HB15 regarding liquor and asked the States Attorney to check into it.

- 32) ACCOUNTS PAYABLE - MOTION by Craig Taylor second by Hitpas to approve payment of the Accounts Payable Claims. **MOTION CARRIED.**
- 33) EXECUTIVE SESSION - MOTION by Craig Taylor second by Sullivan to go into executive session in reference to pending litigation. Roll call vote: Yes - Beckmann, Fix, Foppe, Guthrie, Hitpas, Holtgrave, Lampe, Murray, Pingsterhaus, Robbins, Sullivan, Craig Taylor and Jack Taylor. Absent - Raymond. **MOTION CARRIED.**

The Board came back into regular session. No action was taken.

- 34) MOTION by Robbins second by Lampe to adjourn the meeting. **MOTION CARRIED.**

Ray Kloeckner  
Board Chairman

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Thomas LaCaze, County Clerk & Recorder

## **EXHIBIT A**

### **AGREEMENT FOR MANAGEMENT AND OTHER ADMINISTRATIVE SERVICES BY AND BETWEEN THE COUNTY OF CLINTON AND BROWN & ROBERTS, INC.**

**THIS AGREEMENT**, made this 15<sup>th</sup> day of August, 2005, by and between the County of Clinton (hereinafter referred to as the GRANTEE) and Brown & Roberts, Inc. (hereinafter referred to as BRI) is for the provision of Management and Administrative Assistance Program (CDAP) Grant #\_\_\_\_ for the purpose of Construction Engineering from the Department of Commerce and Economic Opportunity (hereinafter referred to as DCEO).

**WITNESSETH:**

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed as follows:

**Section A - Grant Management/Administrative Services (BRI Responsibilities)**

It is expressly implied and understood between the parties to this agreement that upon formal acceptance and approval of the CDAP application by DCEO, BRI shall furnish the GRANTEE the following types of Grant Management and Administrative Services in order to aid officials in the proper development and timely submission of related DCAP post approval requirements.

Such assistance shall include the following services:

- BRI shall make available to the Grantee the necessary professional and clerical staff resources to assist in the proper removal of all applicable "contract conditions" prior to the actual expenditure of CDAP proceeds.
- BRI shall, on behalf of the Grantee, establish proper financial systems and procedures.
- BRI shall develop and submit requisite responses arising from periodic monitoring visits by DCEO officials in a

manner consistent with that prescribed by DCEO.

- BRI shall establish the fiscal management procedures in an acceptable program filing system consistent with Federal Management Circular 74-4 and OMB Circular A-102.
- BRI shall assure proper development and timely submission of a “project closeout report” (Grantee Performance Report) leading to a final sign-off by DCEO of the Grantee’s legal responsibilities associated with the CDAP grant.

**Section B - Compensation for Grant Management/Administrative Services (Grantee’s Responsibilities)**

The Grantee (contingent only upon its subsequent receipt of DCEO approval of its CDAP request) shall, from the administrative allocations contained in its afore-mentioned DCEO Grant, compensate BRI for such Grant Management and Administrative Services in an amount not to exceed the amount approved in the Grant Agreement.

The Grantee may draw upon these funds by executing a voucher signed by the Grant Administrator for Public Facilities of BRI.

BRI shall be responsible for all advertising expenses.

**Section C - Contract Execution Provisions**

This Agreement shall become effective upon the date of its execution by representatives of the Grantee and BRI and shall remain in force until such time as the Grantee is released of its Grant Management responsibilities by DCEO. This agreement may be terminated by either of the participating parties by providing the other party with written notification sixty (60) days in advance of the proposed date of termination, and by specifying reasonable cause,(s) for such termination. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by BRI under this contract shall, at the option of the Grantee, become its property and BRI shall be entitled to receive just and equitable compensation for work satisfactorily completed.

The Grantee may, from time to time, request changes in the scope of the services to be performed by BRI under this contract. Such changes, including an increase or decrease in the amount of BRI’s compensation, which are mutually agreed upon by and between the Grantee and BRI shall be made.

None of this work or services covered by this contract shall be subcontracted by BRI without prior written approval of the Grantee. Any work or services subcontracted hereunder shall be specified via a written contract agreement and shall be subject to each provision of this contract.

BRI shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary to assure proper accounting for all project funds. These records will be made available for audit purposes and will be retained for three years after the expiration of this contract unless permission to destroy them is granted by the Grantee.

Relative to the provisions of Executive Order 11246 (for contracts of \$10,000 or less), BRI agrees that during the performance of its contractual responsibilities:

- it will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. BRI will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates or pay or forms of compensation; and selection for training, including apprenticeship.
- BRI will, in all solicitation or advertisements for employees placed by or on behalf of the agency, state that all

qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

BRI will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

Relative to the provisions of Section 503 of the Rehabilitation Act of 1973 which addresses affirmative action measures for the employment of handicapped workers, BRI agrees that it will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. BRI further agrees to treat qualified physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Relative to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, BRI agrees that no otherwise qualified individual with handicaps in the United States shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Relative to the provisions contained in Section 402 (if \$10,000 or over) which addresses the need for affirmative action measures for the employment of disabled veterans and veterans of the Vietnam era, BRI agrees that it will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. BRI further agrees to take affirmative action to employ, advance in employment and otherwise treat disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

BRI also agrees that all suitable employment openings of the agency which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of BRI other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the IL Job Service system wherein the opening occurs. BRI further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

In an attempt to avoid any real or perceived "conflict of interest" no member of the governing body of the Grantee and no other officer, employee, or agent of the Grantee who exercise any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and BRI shall take appropriate steps to assure such compliance. Furthermore, no member of the governing body of any other government and no other public official who exercises any function or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest (direct or indirect) in this contract; and BRI shall take appropriate steps to assure such compliance.

Finally, BRI covenants that it presently has no interest and shall not acquire interest (direct or indirect) in the jurisdiction in question or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the services specified herein. BRI further covenants that in the performance of this contract no person having any such interest shall be employed by the agency.

Brown & Roberts, Inc.  
By: J. W. Brown, President

Clinton County  
By: Ray Kloeckner, Chairman

**Dated August 15, 2005**

**EXHIBIT B**  
**RESOLUTION # 08-05-01**

**RESOLVED**, that the Clinton County Board or Board of Election Commissioners (hereinafter "Board") hereby takes the following actions:

1. The "Board" agrees to apply for and accept funds being held by the Illinois State Board of Elections, which funds were furnished by the United States Government under the provisions of the Help America Vote Act ("HAVA"), for the (purchase) (lease) of new accessible voting equipment certified by the State Board of Elections and in compliance with HAVA requirements.
2. The "Board" agrees to take such action as may be necessary to comply with the requirements of the State Board of Elections for the release of such HAVA funds by supplying the State Board of Elections detailed descriptions of the equipment to be (purchased) (leased), providing full information about payment amount and other cost information for such equipment, and upon receipt of such HAVA funds, the "Board" agrees to forward payment to its vendor no later than 30 days following receipt of assistance payment from the State Board of Elections or by the due date indicated on contract, whichever is earlier, as required by federal cash management statutes. The "Board" agrees to forward a copy of the check paid to the vendor and a copy of a paid invoice from the vendor to the SBE within 30 days of paying its vendor.
3. The "Board" agrees to take such action as necessary to be certain that the new voting equipment is fully consistent and in compliance with the requirements of the laws described in Section 906 of the Help America Vote Act , and will meet the voting system's standards adopted by the Federal Election Commission in May of 2002, and will meet the requirements of Title III Section 301 (a)(3) by January 1, 2006.
4. The "Board" understands and agrees that equipment (purchased)(leased) by the said jurisdiction from HAVA funds shall become the property of the jurisdiction, not the State of Illinois. It understands and agrees that all property control and custody responsibilities will be assumed by the "Board".
5. The "Board" further agrees that future costs related to equipment and/or upgrades now being furnished with HAVA assistance (for example: maintenance, repairs, software, upgrades, etc.) Are and shall be the sole responsibility of the "Board" and understands that the State of Illinois assumes no liability for HAVA-mandated upgrades of the local jurisdictions.
6. The "Board" agrees to indemnify and hold the State Board of Elections harmless against claims brought against it by the Election Assistance Commission, or other agency of the state or federal government, for reimbursement of any monies advanced under the HAVA to this "Board" in the event the "Board" is found guilty of misapplication, misuse or misappropriation of HAVA funds received from the State Board of Elections. Indemnification shall include but not be limited to attorney's fees, fines, penalties, and other associated costs of litigation. The "Board" specifically agrees that in the event of any claim of misapplication, misuse or misappropriation of the funds and demand for reimbursement against this "Board", this "Board" agrees that the State Board of Elections may conduct an audit of the application of the funds received from the State Board of Elections in order to

determine whether such funds have actually been misapplied or misappropriation of the funds and demand for reimbursement against this "Board", this "Board" agrees that the State Board of Elections in order to determine whether such funds have actually been misappropriated.

7. The "Board" authorizes Thomas LaCaze, County Clerk or other designated official, to act as the agent for the "Board" in preparing and executing all applications and other documents required by the State Board of Elections for the (purchase)(lease) of HAVA approved and SBE certified accessible voting equipment, and the "Board" authorizes him to take such action as may be necessary or desirable as requested by the State Board of Elections to effectuate the full purposes of this Resolution, including but not to the indemnities provided in this Resolution. He is further authorized to provide a certified copy of this Resolution to any agency of government which may request it, certifying that this Resolution was presented and approved according to law at a duly constituted meeting of this "Board".

The vote was 13 ayes, 0 nays, 1 absent.

Approved by:  
S/ Ray Kloeckner, Chairman 8-15-05

Attested by:  
S/ Thomas LaCaze, County Clerk 8-15-05

Seal

**EXHIBIT C**  
**ORDINANCE 08-05-02**

**BE IT ORDAINED** by the County of Clinton, Illinois, as follows:

Pursuant to Article 40-3-2 of the Clinton County Zoning Code, as amended, the following described real estate shall be classified from Agriculture to AR: Property location: Meridian Twp.

Request for a Map Amendment (40-9-30) submitted by Michael and Stacy English, 290 5<sup>th</sup> Street, Carlyle, IL 62231, to re-zone from Agriculture to AR3.

Location: Part of the Northeast Quarter of the Northwest Quarter of Section 5, Township 2 North, Range 1 West of the Third Principal Meridian, Clinton County, Illinois, described as follows:

Beginning at the Northeast corner of said Northwest Quarter; thence West (bearing assumed) along the North line of said Northwest Quarter, 500.00 feet; thence South, parallel to the East line of said Northwest Quarter, 871.20 feet; ;thence, East, parallel to said North line of the Northwest Quarter, 500.00 feet to a point on said East line of the Northwest Quarter; thence North along said East line of the Northwest Quarter, 871.20 feet to the point of beginning, containing 10.00 acres, more or less.

Property is owned by Swagler Brother Farm Inc., 27522 US Hwy 50, Shattuc, IL 62231.

**ADOPTED, ORDAINED AND APPROVED** by the Clinton County Board on the 15<sup>th</sup> day of August, 2005.

S/ Ray Kloeckner  
Board Chairman

**EXHIBIT D**  
**ORDINANCE # 08-05-03**

**BE IT ORDAINED BY THE COUNTY OF CLINTON, ILLINOIS AS FOLLOWS:**

Pursuant to Article 40-3-2 of the Clinton Counth Zoning Code, as amended, the following described real estate is hereby rezoned from Agricultural (AG) to Agricultural Residential (A-R):

Tract 4 on map

Part of the Southwest Quarter of Section 16 and part of the Southeast Quarter of Section 17, all In Township 2 North. Range 5 West of Third Principal Meridian, Clinton County, Illinois, described as follows:

Beginning at the Northwest corner of the Northeast 1/4 of said Southeast 1/4 of Section 17; thence, N.89 18'22"E., (bearing assumed) along the North line of said Southeast 1/4 of Section 17, 1323.42 feet to the Northwest corner of said Southwest 1/4 of Section 16; thence, N.88 43'38"E., along the North line of said Southwest 1/4 of Section 16, 148.54 feet; thence, S.01 21'18"E., 1084.07 feet to a point on the North Right-of-Way line of F.A. Route 409 (New U.S. Route 50);

thence, along said North Right-of-Way line of F.A. Route 409 (New U.S. Route 50) as follows: S.79 35'55"W., 576.48 feet; N.88 21'55"W., 206.16 feet; S.79 35'55"W., 680.00 feet; S.85 33'44"W., 35.30 feet to the Southeast corner of Pine Lake Estates First Addition, a subdivision recorded as Doc. No. 1998R583 in the Clinton County, Illinois, Recorder's Office; thence, N.01 03'07"W., collinear with the East line of said Pine Lake Estates First Addition, 1293.04 feet to the point of beginning, identified as Tract 4 on the Plat of Survey prepared by Netemeyer Engineering Associates, Inc. And recorded May 14, 2004 at 9:01 A.M. as Document No. 2004RO3503. Pt. of Parcel #05-05-16-300-001 & Pt. of Parcel #05-05-17.400-003

#### Tract 5 on map

Part of the West Half of Section 16, Township 2: North, Range 5 West of Third Principal Meridian, Clinton County, Illinois, described as follows:

Beginning at the Northeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 16; thence, S.01 07'155"E., (bearing assumed) along the East line of said Southwest 1/4 of the Northwest 1/4, 1330.34 feet to the Southeast corner of said Southwest 1/4 of the Northwest 1/4; thence, S.01 21'46"E., along the East line of the Northwest 1/4 of the Southwest 1/4, 50.00 feet; thence, S.88° 43'38"W., 1073.20 feet; thence, N.OO 53'38"W., 1383.42 feet to a point on the North line of said Southwest 1/4 of the Northwest 1/4; thence, N.SS88 53'28"E., along said North line, 1067.25 feet to the point of beginning, identified as Tract 5 on the Plat of Survey prepared by Netemeyer Engineering Associates, Inc. and recorded May 14, 2004 at 9:01 A.M. as Document No. 2004R03503.

And,

Part of the Southwest Quarter of the Northwest Quarter of Section 16, Township 2 North, Range 5 West of Third Principal Meridian, Clinton County, Illinois, described as follows:

Beginning at the Northwest corner of said Southwest 1/4 of the Northwest 1/4; thence, N.88 53'28"E., (bearing assumed) along the North line of said Southwest 1/4 of the Northwest 1/4, 200.00 feet; thence, S.OO 53'38"E., 1333.56 feet to a point on the South line of said Northwest 1/4; thence, S.88 43'38"W., along said South line, 200.00 feet to the Southwest corner of said Northwest 1/4; thence, N.OO 53'38"W., along the West line of said Northwest 1/4, 1334.13 feet to the point of beginning, identified as Tract 5 on the Plat of Survey prepared by Netemeyer Engineering Associates, Inc. and recorded May 14, 2004 at 9:01 A.M. as Document No. 2004R03503.

#### Tract 6 on map

Part of the Northwest Quarter of the Southwest Quarter of Section 16, Township 2 North, Range 5 West of Third Principal Meridian; Clinton County, Illinois, described as follows:

Commencing at the Northeast corner of said Northwest 1/4 of the Southwest 1/4; thence, S.O1 21'46"E., (bearing assumed) along the East line of said Northwest 1/4 of the Southwest 1/4, 50.00 feet to the point of beginning; thence, continuing S. 01 21'46"E., along said East line, 873.85 feet to a point on the North Right-of-Way line of F.A. Route 409 (New U.S. Route 50); thence, along a curve on said North Right-of-Way line of F.A. Route 409 (New U.S. Route 50) having a radius point to the South, a radial distance of 11609.13 feet, a chord bearing, S. 81 35'32"W., and a chord distance of 807.70 feet; thence, continuing along said North Right-of-Way line of F.A. Route 409 (New U.S. Route 50) S.79 35'55"W., 377.50 feet; thence, N. 01 21'18"W., 1034.07 feet; thence, N.88 43'38"E., 1174.27 feet to the point of beginning, identified as Tract 6 on the Plat of Survey prepared by Netemeyer Engineering Associates, Inc. And recorded May 14, 2004 at 9:01 A.M. as Document No. 2004RO3503.

Pt of Parcel #05-05-16-300-001 & Pt of Parcel #05-05-16-100-002

#### Road:

Part of the West Half of Section 16, Township 2 North, Range 5 West of Third Principal Meridian, Clinton County, Illinois, described as follows:

Commencing at the Northwest corner of the Northwest 1/4 of said Section 16; thence, N.88 50'04"E., (bearing assumed) along the North line of said Northwest 1/4, 200.00 feet to the point of beginning; thence, continuing N.88 50'04"E., along said North line, 50.00 feet; thence, S.00 53'38"E., 2707.65 feet; thence, S.88 43'38"W., 101.07 feet; thence, N. 01 21'18"W., 50.00 feet to a point on the South line of said Northwest 1/4; thence, N.88 43'38"E., along said South line, 51.47 feet; thence, N.00 53'38"W., 2657.75 feet to the point of beginning, identified as Horstmann Lane on the Plat of Survey prepared by Netemeyer Engineering Associates, Inc. And recorded May 14, 2004 at 9:01 A.M. as Document No. 2004RO3503.  
Pt. of Parcel #05-05-16-300-001 & Pt. of Parcel #05-05-16-100-002 & Pt. of Parcel #05-05-16-100-005 .  
Property is owned by Trenton Land Development.