AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT UE27-07-33— OUTDOOR 145KV CIRCUIT BREAKERS WITH GRAYBAR ELECTRIC COMPANY, INC IN THE AMOUNT NOT TO EXCEED $1,739,398.21, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, by previous action, the Specifications Committee approved specification for Contact UE 27-07-33 – Outdoor 145 kV Circuit Breakers, for the Office of Public Utilities; and

WHEREAS, as described in said specifications, as advertisement for bids for Contract UE 27-07-33 pas placed; and

WHEREAS, Graybar Electric Company, Inc ("Graybar") submitted the lowest bid meeting specifications; and

WHEREAS, the proposed contract documents and bid proposals are on file in the Office of the City Clerk and identified by Contract Index No. UE 27-07-33.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: The Council of the City of Springfield, Illinois, hereby approves and accepts the bid from Graybar for Contract UE 27-07-33 – Outdoor 145 kV Circuit Breakers in amount not to exceed One Million Seven Hundred Thirty-nine Thousand Three Hundred Ninety-eight Dollars and Twenty-one Cents ($1,739,398.21) for the Office of Public Utilities.

Section 2: The Mayor and the City Clerk are hereby authorized an empowered to execute said contract with Graybar on behalf of the Office of Public Utilities.

Section 3: The payment to Graybar for the total maximum amount of One Million Seven Hundred Thirty-nine Thousand Three Hundred Ninety-eight Dollars and Twenty-one Cents ($1,739,398.21) from Account 102-100-CBC-1541-1403 is hereby authorized, approved, and directed.

Section 4: This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED:_____**, 2026**

RECORDED:_____**, 2026**

SIGNED:_____**, 2026**

_____
Mayor Misty Buscher

ATTEST:_____
City Clerk, Charles Redpath

Approved as to legal sufficiency:

9-10-26
Office of Corporation Counsel/ Date
Requested by Mayor Misty Buscher

2026-410

Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: Gaybar Electrical Company, INC

CONTRACT AMOUNT: $1,739,398.21

TYPE OF AWARD: Low Bid Meeting Specs

PRIOR ORDINANCE INFORMATION:

NONE

INFORMATION:

This ordinance accepts bids and authorizes execution of a contract from UE27-07-33, Outdoor 145kV Circuit Breakers, with Graybar Electric Company, Inc. for the Transmission and Distribution Department, in an amount not to exceed $1,739,398.21 for fiscal years 2028 through 2032. It further authorizes the purchase of five (5) 145kV circuit breakers at the FY28 price of $157,393.62 per breaker, for a total of $785,968.10. Manufacturing lead times of approximately 121 weeks mean delivery and expenditure is not anticipated until fiscal year 2029. Upon receipt into inventory, CWLP will implement a program to replace these breakers and improve system reliability.

Bids for UE27-07-33 were opened 8/6/26. Three (3) bids were received, one local and two non-local. Graybar Electric Company, Inc. of Springfield submitted the only bid meeting the minimum technical specifications and is therefore the low bid meeting specifications. This is not the apparent low dollar bid. CBM, Inc. (Siemens) of Richland, Mississippi did not meet minimum specifications for maintenance interval for the specified minimum of fifteen (15) years. CribProcure Inc. of Lago Vista, Texas did not meet the minimum specification for maintenance interval and did not bid the correct breaker.

2026-410

2026-410

Outdoor 145 kV Circuit Breakers Bid Evaluation UE27-07-33 August 13, 2026	
Description	**Graybar Electric (GE)**
Vendor Location	Springfield, IL
	40 kA
Price to furnish one (1) 145 kV, 2000 amperes, 125 VDC, 3 phase, SF6 power circuit breakers (40 kA).	$157,393.62
Manufacturer of circuit breakers	General Electric
Model #	DT1-145FK-40-F1
Delivery Schedule	117-121 Weeks ARO
Delivery Terms	DAP Jobsite
# Days field service provided in bid price	1 Trip (Price not included
Requested maintenance interval of 15 years/10,000 operations	ars/10,000 Operations/30
Spare Parts Optional:	
Y-Relay	N/A
Bushing	$3,000.00
Motor	$1,300.00
Relay, anti-pump	$600.00
Trip/Close coil	$350.00
Auxiliary switch	$460.00
Crossarm/Guide/Lift arm	N/A
Interrupter module	$13,000.00
20 lb. SF6 gas bottle	$2,200.00
Blast valves or over-pressure relief assembly	$725.00
Stationary contact assembly including main and auxiliary contacts	N/A
Moving contact assembly including main and auxiliary contacts	N/A
Maintenance tools (including interrupter tools)	N/A
Bushing current transformers	$2,750.00
Complete set of O-Rings	$2,600.00
O-Ring lubricant	$600.00
Field Service for Circuit Breakers (Optional):	
Labor Cost/Day	$5,500.00
Days	2.50
	$13,750.00
Travel Cost/Round Trip	$6,900.00
Subtotal	$157,393.62

2026-410

CONTRACT NAME: Outdoor 145 kV Circuit Breakers	
CONTRACT NO: UE27-07-33	
DEPARTMENT: Electric T&D - Substation	
DATE: **August 13, 2026**	
	Graybar Electric (GE)
	Springfield, IL
Price to furnish one (1) 145kV, 2000A, 125VDC, 3-phase, SF6 power circuit breakers (40 kA).	**$157,393.62**
Manufacturer of circuit breakers.	**General Electric**
Requested maintenance interval of 15 years/10,000 operations.	**15 Years** **10,000 Operations**
Warranty (Equipment)	**5 Years**
Warranty (SF6 Leaks)	**0.5% per Year**
Total Cost (Plus 5% Adder)	**$157,393.62**
CWLP recommends award to Graybar Electric - Low bid and met specs.	
(Additional to non City difference(5%	
CBM - did not meet minimum spec for maintenance interval	
CribProcure - did not meet minimum spec for maintenance interval; did not spec correct breaker - supporting documents spec 40.5kV 50Hz unit	

NANCE FACT SHEET

DATE OF 1st READING: _____

ICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Emily Rosenberger

PHONE NUMBER: x-2609

MERGENCY PASSAGE: No ☑ Yes ☐ If yes, explain justification - See attached document

FISCAL IMPACT: $1,739,398.21

SUGGESTED TITLE: Accepting Bids and Authorizing Contract UE27-07-33/ Graybar Electric Company/ $1,739,398.21/ For the Office of Public Utilities

CONTRACTOR / VENDOR NAME: Graybar Electric Company, Inc

VENDOR NO: GR003510A

CONTRACT TERM: 4 years

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: $1,739,398.21 (Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid
☑ Low Bid Meeting Specs
☐ Low Evaluated Bid
☐ Other: _____
☐ Exception: _____
Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☑

Is Purchasing Agent approval attached? No ☑ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	102	100	CBC	1541	1403	$1,739,398.21
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Contract Book- UE27-07-33
Bid

STAFF ANALYSIS

This ordinance accepts bids and authorizes execution of a contract from UE27-07-33, Outdoor 145kV Circuit Breakers, with Graybar Electric Company, Inc. for the Transmission and Distribution Department, in an amount not to exceed $1,739,398.21 for fiscal years 2028 through 2032. It further authorizes the purchase of five (5) 145kV circuit breakers at the FY28 price of $157,393.62 per breaker, for a total of $785,968.10. Manufacturing lead times of approximately 121 weeks mean delivery and expenditure is not anticipated until fiscal year 2029. Upon receipt into inventory, CWLP will implement a program to replace these breakers and improve system reliability.

Bids for UE27-07-33 were opened 8/6/26. Three (3) bids were received, one local and two non-local. Graybar Electric Company, Inc. of Springfield submitted the only bid meeting the minimum technical specifications and is therefore the low bid meeting specifications. This is not the apparent low dollar bid. CBM, Inc. (Siemens) of Richland, Mississippi did not meet minimum specifications for maintenance interval for the specified minimum of fifteen (15) years. CribProcure Inc. of Lago Vista, Texas did not meet the minimum specification for maintenance interval and did not bid the correct breaker.

FUNDS CHECK BY: Dakota Capranica Digitally signed by Dakota Capranica Date: 2026.09.02 08:11:50 -05'00' Date: _____

DIRECTOR / SUPERVISOR: Gorsek, Mike Digitally signed by Gorsek, Mike Date: 2026.08.27 19:05:14 -05'00' Date: Scott Rogers Digitally signed by Scott Rogers Date: 2026.09.01 15:53:48 -05'00'

CITY PURCHASING AGENT: _____ Date: 9/2/2026

SIGN OFF: _____ (Mayor's Signature) GBM

_____ (Director of OBM) 9/2/26

The information supplied on this form is not confidential information.

2026-410

AN ORDINANCE AUTHORIZING VARIOUS FY2027 ELECTRIC FUND BUDGETARY TRANSFERS IN THE TOTAL AMOUNT OF $1,195,000.00 FROM CERTAIN CAPITAL PROJECT ACCOUNTS TO VARIOUS OPERATING AND CAPITAL EXPENSE ACCOUNTS, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, Ordinance No. 066-02-26 established the City's appropriations for Fiscal Year 2027, including Electric Fund appropriations for the Office of Public Utilities; and

WHEREAS, certain capital projects or portions of capital projects will not be completed during Fiscal Year 2027 or will use less budget authority than originally appropriated; and

WHEREAS, existing Fiscal Year 2027 budget authority is available in the capital project accounts identified on attached Exhibit A and may be transferred to the operating and capital expense accounts identified on Exhibit A; and

WHEREAS, these transfers are necessary to place existing budget authority in the appropriate expense lines for the Office of Public Utilities; and

WHEREAS, these transfers occur within Electric Fund 102 and represent no increase in the City's total Fiscal Year 2027 budget.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby authorizes the transfer of existing Fiscal Year 2027 Electric Fund budget authority in the total amount of One Million, One Hundred Ninety-five Thousand Dollars and No Cents ($1,195,000.00) from the capital project accounts to the operating and capital expense accounts shown on attached Exhibit A for the Office of Public Utilities.

Section 2: That the Office of Budget and Management is hereby authorized and directed to effectuate the budgetary transfers in the amounts and accounts shown on attached Exhibit A.

Section 3: That this ordinance shall become effective immediately upon passage and recording by the City Clerk.

PASSED: _____, 2026

RECORDED: _____, 2026

SIGNED: _____, 2026

_____
Mayor Misty Buscher

ATTEST:

_____
City Clerk Charles L. Redpath Sr.

APPROVED AS TO LEGAL SUFFICIENCY:

9-10-26
_____
Corporation Counsel / Date

Requested by: Mayor Misty Buscher

2026-411

2026-411

EXHIBIT A

FY2027 ELECTRIC FUND BUDGETARY TRANSFER

FROM – Decrease Existing FY2027 Capital Appropriations

Full Accounting String	Purpose	Current Appropriation	Transfer	Revised Appropriation
102-100-CBAB-3662-2313	Deferred and reduced FY27 overhead distribution capital work	$1,500,000.00	$700,000.00	$800,000.00
102-100-CBAC-3562-2313	Transmission Line 12 rebuild – Phase 2 deferred work	$235,000.00	$145,000.00	$90,000.00
102-100-CBAA-3822-2307	Miller Street roof replacement – deferred spring construction and completion portion	$935,000.00	$350,000.00	$585,000.00
TOTAL DECREASE			**$1,195,000.00**	**$1,475,000.00**

TO – Increase FY2027 Operating and Capital Appropriations

Full Accounting String	Purpose	Current Appropriation	Transfer	Revised Appropriation
102-100-CBBA-7767-1232	Overhead distribution maintenance	$200,000.00	$670,000.00	$870,000.00
102-100-CBAA-7778-1210	Equipment rental – Stores	$16,400.00	$30,000.00	$46,400.00
102-100-CBAB-7805-1205	Transformer refurbishment	$24,900.00	$40,000.00	$64,900.00
102-100-CBEA-7793-1205	Substation testing and maintenance	$15,000.00	$50,000.00	$65,000.00
102-100-CBD-7886-1244	Temporary System Operator staffing and relief coverage	$0.00	$205,000.00	$205,000.00
102-100-CBBA-3662-2310	Overhead distribution capital work	$43,859.36	$50,000.00	$93,859.36
102-100-CBBB-7784-1232	Tree trimming and vegetation management	$3,250,000.00	$150,000.00	$3,400,000.00
TOTAL INCREASE			**$1,195,000.00**	**$4,745,159.36**

TOTAL TRANSFER: $1,195,000.00

The transfer decreases and increases FY2027 Electric Fund appropriations by equal amounts. It does not increase the total FY2027 budget.

Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: None- Budget Transfer

CONTRACT AMOUNT:

TYPE OF AWARD: Budget Transfer

PRIOR ORDINANCE INFORMATION:

Prior Ordinance: 066-02-26, Annual Appropriation Ordinance

INFORMATION:

Previous ordinance 066-02-26 established the City's appropriations for Fiscal Year 2027, including Electric Fund appropriations for the Office of Public Utilities. Certain capital projects or portions of capital projects will not be completed during Fiscal Year 2027 or will use less budget authority than originally appropriated. Existing Fiscal Year 2027 budget authority is available in the capital project account identified on attached Exhibit A and may be transferred to the operating and capital expense accounts identified on Exhibit A. These transfers are necessary to place the existing budget authority in the appropriate expense lines for the Office of Public Utilities. These transfers occur within Electric Fund 102 and represent no increase in the City's total Fiscal Year 2027 budget.

2026-411

2026-055

ANNUAL APPROPRIATION ORDINANCE OF THE CITY OF SPRINGFIELD, ILLINOIS, FOR THE FISCAL YEAR BEGINNING MARCH 1, 2026 AND ENDING FEBRUARY 28, 2027.

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, pursuant to Illinois Municipal Code (65 ILCS 5/8-2-9) and Section 37.01 of the 1988 City of Springfield Code of Ordinances, as amended, an annual appropriation ordinance shall be adopted by the city council before the beginning of the fiscal year to which it applies.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: The Director of the Office of Budget and Management shall allocate, from time to time, monies received by the City to the credit of respective funds designated in Exhibit 1 entitled "City of Springfield **FY27** Total Resources" in such proportion as may be required for the best interest of the City and to meet the financial requirements of the City for the fiscal year beginning **March 1, 2026** and ending on **February 28, 2027**. Such allocations shall be reflected on the books, records and accounts of the City, which shall be subject to public inspection. Taxes to be collected in calendar year **2026** from those taxes levied in calendar year **2025** upon all taxable property subject to taxation within the City pursuant to Ordinance No. **468-11-25,** passed by the City Council on **November 18, 2025**, for the purposes set forth in Ordinance No. **468-11-25** are included in the **FY27** Total Resources attached hereto as Exhibit 1.

Section 2: The sums of money shown in the "Major Object" lines in Exhibit 2 entitled "City of Springfield **FY27** Appropriations" are hereby appropriated for the purposes stated therein and for the Organizational Divisions set forth in Exhibit 2 entitled "City of Springfield Appropriation **FY2027**" to defray necessary expenses and liabilities of the City of Springfield, to be paid or incurred during the fiscal year beginning March 1, **2026** and ending on February **28, 2027**.

Section 3: No expenditure exceeding the appropriation for any major object or purpose stated in the attached forms, shall be made by any Office of the City, except as authorized by the City Council. However, nothing in this section shall prohibit an Office from requesting a supplemental appropriation in the event of receipt of unanticipated revenue over and above that Office's projected revenue as established by the Office of Budget and Management. Likewise, nothing in this section shall prohibit the Office of Budget and Management from sequestering any appropriation of any Office in the event that designated Office revenues are less than projected. The Office of Budget and Management shall review each Office's actual revenues and expenditures and recommend such modifications to the budget for City Council consideration as may be appropriate.

Section 4: Proceeds received by the City as a result of any financing or refinancing of bonds or loans shall be used only for completion of improvements and equipment acquisitions for public buildings or infrastructure owned by the City of Springfield and shall not be used for any other purpose unless approved by the City Council.

Section 5: All Offices of the City shall submit, upon request of the Office of Budget and Management, all books and records which relate to monies received or paid out by the Offices, debts and accounts receivable or amounts owed by the Offices, and program performance information as may be useful to the Office of Budget and Management for purposes of compiling a municipal budget. All information submitted by the Offices shall be in a format developed by the Office of Budget and Management in cooperation with Offices of the City.

Section 6: In order to balance the City's appropriation with anticipated revenues and provide adequate cash flow, the Director of the Office of Budget and Management is hereby authorized and directed to make loans between the various accounts and funds of the City, to the extent not otherwise restricted, at the applicable interest rate, if any, required by law.

Section 7: There are existing multi-year contracts which are previously adopted and approved by ordinances of the City Council of the City of Springfield. These contracts are expressly included by reference and approved to be charged against appropriations authorized by this ordinance.

Section 8: This Appropriation Ordinance is adopted pursuant to procedures set forth in the Illinois Municipal Code, provided any limitations in the Illinois Municipal Code in conflict with this Ordinance shall not be applicable to this Ordinance, pursuant to Section 6 of Article VII of the Constitution of the State of Illinois.

Section 9: The City Clerk is hereby directed to publish this ordinance in pamphlet form.

Section 10: This ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: Feb. 17, **2026**

RECORDED: Feb. 20, **2026**

ATTEST: Redpath
City Clerk Charles L. Redpath Sr.

SIGNED: Feb. 20, **2026**

Mayor Misty Buscher

Approved as to legal sufficiency:

1.27.26
Office of Corporation Counsel/Date

Requested by: Mayor Misty Buscher

2025-055 065-02-26

2026-411

OBM

CITY OF SPRINGFIELD

ORDINANCE NO. 066-02-26

ANNUAL APPROPRIATION ORDINANCE OF THE CITY OF SPRINGFIELD, ILLINOIS, FOR THE FISCAL YEAR BEGINNING MARCH 1, **2026** AND ENDING FEBRUARY **28, 2027**

PASSED BY THE CITY COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS, ON Feb. 17, **2026**

Published in pamphlet form
by authority of the City
Council of the City of
Springfield, Illinois, this
23 day of February, **2026**

2026-055

066-02-26

2026-411

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Emily Rosenberger

PHONE NUMBER: x-2609

EMERGENCY PASSAGE: No ☑ Yes ☐ If yes, explain justification - See attached document

FISCAL IMPACT: $1,195,000.00

SUGGESTED TITLE: Budget Transfer/ Various Operating and Capital Expense Accounts/ $1,195,000,000/ For the Office of Public Utilities

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: _____ _____ _____

(Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one)

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid
☑ Other: Budget Transfer
☐ Exception: _____
Code Provision: _____

Previous Ord #'s 066-02-26

Is Purchasing Agent approval required? No ☐ Yes ☐

Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Exhibit A- FY 2027 Electric Fund Budgetary Transfer

STAFF ANALYSIS

Previous ordinance 066-02-26 established the City's appropriations for Fiscal Year 2027, including Electric Fund appropriations for the Office of Public Utilities. Certain capital projects or portions of capital projects will not be completed during Fiscal Year 2027 or will use less budget authority than originally appropriated. Existing Fiscal Year 2027 budget authority is available in the capital project account identified on attached Exhibit A and may be transferred to the operating and capital expense accounts identified on Exhibit A. These transfers are necessary to place the existing budget authority in the appropriate expense lines for the Office of Public Utilities. These transfers occur within Electric Fund 102 and represent no increase in the City's total Fiscal Year 2027 budget.

FUNDS CHECK BY: Dakota Capranica Digitally signed by Dakota Capranica Date: 2026.09.04 09:05:29 -05'00' Date: _____

DIRECTOR / SUPERVISOR: Gorsek, Mike Digitally signed by Gorsek, Mike Date: 2026.09.01 17:12:09 -05'00' Date: Scott Rogers Digitally signed by Scott Rogers Date: 2026.09.04 08:09:28 -05'00'

CITY PURCHASING AGENT: Date: 9/4/2026

SIGN OFF: _____ _____ 9/4/26

(Mayor's Signature) (Director of OBM)

The information supplied on this form is not confidential information.

2026-411

AN ORDINANCE AUTHORIZING THE PURCHASE OF A #2 AIR COMPRESSOR FOR THE DALLMAN UNIT 4 FROM JOHN HENRY FOSTER COMPANY, FOR THE OFFICE OF PUBLIC UTILTIES

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the Ordinance approves the purchase of an air compressor to replace Dallman's #2 air compressor that serves the boiler at Dallman Unit 4; and

WHEREAS, Unit 4 has three identical compressors that provide service air for plant operations with a minimum of two compressors required to keep the Dallman Unit 4 operating; and

WHEREAS, compressor #2 is currently out of service due to a failure of the air end assembly; and

WHEREAS, with compressor #2 out of service leaves Dallman Unit 4 without backup capacity and if either of the two operating compressors experience a failure for any reason Dallman would be forced to take the unit offline.

WHEREAS, replacing the failed air assembly with return #2 compressor to service and restore the required redundancy and provide reliability and operational protection necessary to maintain continued plant operations.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: The Council of the City of Springfield, Illinois, hereby approves the contract with John Henry Foster in the amount not to exceed Sixty-four Thousand, Two Hundred Twenty-six Dollars and Twenty-five Cents ($64,226.25).

Section 2: The Mayor and the City Clerk are hereby authorized and empowered to execute any necessary documents with John Henry Foster Co. on behalf of the City of Springfield Office of Public Utilities.

Section 3: The payment to John Henry Foster Co. for a total maximum amount of Sixty-four Thousand, Two Hundred Twenty-six Dollars and Twenty-five Cents ($64,226.25) from Account No. 102-100-CAM-7714-1404 is hereby authorized, approved, and directed.

Section 4: This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED:_____**, 2026**

RECORDED:_____**, 2026**

SIGNED:_____**, 2026**

_____
Mayor Misty Buscher

ATTEST:_____
City Clerk, Charles Redpath

Approved as to legal sufficiency:

9-10-25
Office of Corporation Counsel/ Date
Requested by Mayor Misty Buscher

2026-412

Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: John Henry Foster Company

CONTRACT AMOUNT: $64,226.25

TYPE OF AWARD: OEM

PRIOR ORDINANCE INFORMATION:

None

INFORMATION:

The Ordinance is for the purchase of an air end assembly which is required to restore Dallman's #2 air compressor to service the boiler building at U4. Dallman has three identical compressors that provide the required instrument and service air for plant operations, with a minimum of two compressors required to remain in service while the plant is operating. The #2 compressor is currently out of service due to a failure of the air end assembly, leaving Unit 4 with only two available compressors and not backup capacity. If either of the two operating compressors experience a failure for any reason while #2 compressor remains out of service, Dallman would be forced to take the unit off line. Replacing the failed air end assembly will return the #2 compressor to service, restore the required redundancy and provide reliable and operational protection necessary to maintain continued plant operations.

2026-412

John Henry Foster

pneumatic and hydraulic equipment www.jhf.com

Service Quote

Service Quote #	SVO-114978	Quote Print Date	7/22/2026
Created By	Adam Kieffer		
Customer	City Water Light And Power - C002761 3100 Stevenson Drive Springfield, IL 62703		
Customer PO #	Quote		
Contact	Robert Gardiner 217-757-8670 x2403		

Notes Quote to Replace Airend on H350W

Asset	Product	Price	Qty	Ext Price
H350W/60 _ TS6693U07319	I-R CDA128 TESTED	$63,545.25	1.00	$63,545.25
H350W/60 _ TS6693U07319	Kit, OF Airend change (Sierra 200 - 300 kW	$681.00	1.00	$681.00
			Sub Total	**$64,226.25**

Asset	Labor Type	Price	Est Time (minutes	Ext Price
-				
			Sub Total	

Grand Total **$64,226.25**

2026-412

OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
CITY OF SPRINGFIELD, ILLINOIS

MEMORANDUM

TO: **Emily Rosenberger**

FROM: **Anthony Quinones, Assistant Purchasing Agent**

DATE: **August 24, 2026**

SUBJECT: **Request for Sole Source Determination**

I have reviewed the Ordinance Fact Sheet concerning John Henry Foster Co., authorizing the purchase of an air end assembly to restore Dallman #2 air compressor at U4 boiler room in an amount not to exceed $64,226.25 for CWLP – Office of Public Utilities.

Based on the information provided, John Henry Foster Co., is the Original Equipment Manufacturer (OEM)/Distributer and is therefore the sole source. Pursuant to Article 38.40 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive bids.

300 SOUTH SEVENTH • ROOM 200 • SPRINGFIELD, ILLINOIS 62701-1681 • OFFICE (217) 789-2191 • FAX (217) 789-2207

2026-412

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Emily Rosenberger

PHONE NUMBER: x-2609

EMERGENCY PASSAGE: No ☑ Yes ☐ **If yes, explain justification - See attached document**

FISCAL IMPACT: $64,226.25

SUGGESTED TITLE: Purchase Air Compressor/ John Henry Foster/ #2 Air Compressor/ $64,226.25/ for the Office of Public Utilities

CONTRACTOR / VENDOR NAME: John Henry Foster Co. **VENDOR NO:** JO004980

CONTRACT TERM: _____ **Change in Scope Yes** ☐ **No** ☐

CONTRACT AMOUNT: _____ _____ _____

(Original amount if change order) **Change Order #** **Additional Amount**

Method of Purchase (check one)

☐ Low Bid ☐ Other: OEM

☐ Low Bid Meeting Specs ☐ Exception: _____

☐ Low Evaluated Bid **Code Provision:** _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☐

Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	102	100	CAM	7714	1404	$64,226.25
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Quote

STAFF ANALYSIS

The Ordinance is for the purchase of an air end assembly which is required to restore Dallman's #2 air compressor to service the boiler building at U4. Dallman has three identical compressors that provide the required instrument and service air for plant operations, with a minimum of two compressors required to remain in service while the plant is operating. The #2 compressor is currently out of service due to a failure of the air end assembly, leaving Unit 4 with only two available compressors and not backup capacity. If either of the two operating compressors experience a failure for any reason while #2 compressor remains out of service, Dallman would be forced to take the unit off line. Replacing the failed air end assembly will return the #2 compressor to service, restore the required redundancy and provide reliably and operational protection necessary to maintain continued plant operations.

FUNDS CHECK BY: Dakota Capranica Digitally signed by Dakota Capranica Date: 2026.08.24 13:06:44 -05'00' **Date:** _____

DIRECTOR / SUPERVISOR: Gorsek, Mike Digitally signed by Gorsek, Mike Date: 2026.08.24 12:42:50 -05'00' **Date:** Scott Rogers Digitally signed by Scott Rogers Date: 2026.08.24 12:47:43 -05'00'

CITY PURCHASING AGENT: **Date:** 8/24/2026

SIGN OFF: _____ _____

(Mayor's Signature) (Director of OBM)

The information supplied on this form is not confidential information.

2026-412

2026-413

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING THE EXECUTION OF CONTRACT UE27-07-32 – INSIDE WIRE, HIGHWAY LIGHTING, TRAFFIC SYSTEMS WITH B&B ELECTRIC, INC IN AN AMOUNT NOT TO EXCEED $750,000.00 FOR THE ELECTRIC DIVISION FOR THE OFFICE OF PUBLIC UTILTIES

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, by the previous action, the Specifications Committee approved specifications for Contract UE27-07-32 – Inside Wire, Highway Lighting, Traffic Systems for the Office of Public Utilities; and

WHEREAS, as described in said specifications, an advertisement for bids for Contract UE27-07-32 was placed; and

WHEREAS, B&B Electric Inc submitted the lowest responsive bid meeting specifications; and

WHEREAS, this contract will be valid for three years after signing; and

WHEREAS, the proposed contract documents and bid proposal is on file in the Office of the City Clerk and identified by Contract Index No. UE27-07-32.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: The Council of the City of Springfield, Illinois, hereby approves and accepts the bid from B&B Electric Inc for Contract UE27-07-32– Inside Wire, Highway Lighting, Traffic Systems for said contract in an amount not to exceed Seven Hundred Fifty Thousand Dollars and No Cents ($750,000.00) for the City of Springfield Office of Public Utilities.

Section 2: The Mayor and the City Clerk are hereby authorized and empowered to execute said contract with B&B Electric Inc. on behalf of the Office of Public Utilities.

Section 3: The payment to B&B Electric Inc for the total maximum amount not to exceed Seven Hundred Fifty Thousand Dollars and No Cents ($750,000.00) from Account Nos. 102-100-CBBA-7766-1232, 102-100-CBBA-7767-1232, 102-100-CBBA-7803-1232, 102-100-CBBA-7814-1232, 102-100-CBBA-3562-2310, 102-100-CBBA-3662-2310, 102-100-CBBA-3682-2310, 102-100-CBBA-3732-2310, 102-100-CBBC-3762-2310, 102-100-CBAE-3532-2310, 102-100-CBAF-3622-2310, 102-100-CBAF-7778-1403, 102-100-CBEA-7827-1232, 102-100-CBBF-7883-1232, 101-100-CBBF-3662-2310, 102-100-CBEC-3682-2310, and 102-100-CBD-7886-1244 is hereby authorized, approved, and directed.

2026-413

Section 4: This Ordinance shall become effective immediately upon its passage and recording with the City of Springfield Office of the City Clerk.

PASSED:_____**, 2026**

RECORDED:_____**, 2026**

SIGNED:_____**, 2026**

_____
Mayor Misty Buscher

ATTEST:_____
City Clerk, Charles Redpath

Approved as to legal sufficiency:

9-10-26
Office of Corporation Counsel/ Date
Requested by Mayor Misty Buscher

2026-413

Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: B&B Electric Inc

CONTRACT AMOUNT: $750,000.00

TYPE OF AWARD: Meeting Specs

PRIOR ORDINANCE INFORMATION:

None

INFORMATION:

This ordinance is to establish a contract that allows CWLP to utilize a qualified electrical contractor for inside wireman on an as-needed basis.

CWLP owns and operates numerous facilities throughout the City, including offices, maintenance facilities, warehouses, substations, distribution facilities, and other operational buildings. These facilities require ongoing electrical installation, maintenance, repair, troubleshooting, and upgrades that may require specialized inside wireman services.

2026-413

8 - 4 - 26
2026

Contract Name: Inside Wire
Contract NO: UE27-07-32
Department: Electric T&D
Date: August 24, 2026

Summary Bid Tab Sheet	**B&B Electric Springfield, IL**
Traffic Systems Construction and/or Maintenance	No bid
Highway Lighting Construction and/or Maintenance	No bid
General Electrical Maintenance for "Inside" Type Electrical Work	Meets Specs

No recommended award for Traffic Systems Construction and/or Maintenance
No recommended award for Highway Lighting Construction and/or Maintenance
Recommended award of bid for General Electrical Maintenance for "Inside" Type Electrical Work; B&B Electric

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Emily Rosenberger

PHONE NUMBER: x-2609

EMERGENCY PASSAGE: No ☑ Yes ☐ **If yes, explain justification - See attached document**

FISCAL IMPACT: $750,000.00

SUGGESTED TITLE: Contractual Services/ B&B Electric / $750,000.00 / For the Office of Public Utilities

CONTRACTOR / VENDOR NAME: B&B Electric, INC **VENDOR NO:** B-001140

CONTRACT TERM: 3 years **Change in Scope Yes** ☐ **No** ☐

CONTRACT AMOUNT: _____ (Original amount if change order) **Change Order #** _____ **Additional Amount** _____

Method of Purchase (check one)

- ☐ Low Bid
- ☐ Low Bid Meeting Specs
- ☐ Low Evaluated Bid
- ☑ Other: Meeting Specs
- ☐ Exception:
- **Code Provision:** _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☑

Is Purchasing Agent approval attached? No ☑ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	See	Attached	sheet			
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Authorized Accounts-- Expenditure lines
Sections of Blue Book

STAFF ANALYSIS

This ordinance is to establish a contract that allows CWLP to utilize a qualified electrical contractor for inside wireman on an as-needed basis. UE27-07-32

CWLP owns and operates numerous facilities throughout the City, including offices, maintenance facilities, warehouses, substations, distribution facilities, and other operational buildings. These facilities require ongoing electrical installation, maintenance, repair, troubleshooting, and upgrades that may require specialized inside wireman services.

FUNDS CHECK BY: Dakota Capranica — Digitally signed by Dakota Capranica Date: 2026.09.04 08:55:44 -05'00' **Date:** _____

DIRECTOR / SUPERVISOR: Gorsek, Mike — Digitally signed by Gorsek, Mike Date: 2026.09.03 19:56:31 -05'00' **Date:** Scott Rogers — Digitally signed by Scott Rogers Date: 2026.09.04 08:56:16 -05'00'

CITY PURCHASING AGENT: **Date:** 9/4/2026

SIGN OFF: _____ (Mayor's Signature) GEM

_____ 9/4/26 (Director of OBM)

The information supplied on this form is not confidential information

2026-413

AN ORDINANCE AUTHORIZING THE PURCHASE OF NEW SERVER INFRASTRUCTURE FOR THE GEOGRAPHIC INFORMATION SYSTEMS (GIS) STORAGE AREA NETWORK (SAN) WITH PRESIDIO NETWORKED SOLUTIONS, LLC IN AN AMOUNT NOT TO EXCEED $221,260.40 FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the ordinance authorizes and approves the purchase of four (4) Dell Poweredge R670 servers for the Geographic Information System (GIS) Storage Area Network (SAN) to provide a parallel environmental for migrating virtual machine workloads; and

WHEREAS, deploying the servers in parallel will allow the GIS SAN to be migrated in a controlled, phased manner without disrupting access to critical GIS data and applications; and

WHEREAS, this approach minimizes the risk of service interruptions, and allows for testing and validation and ensures continued availability of GIS resources throughout the transition; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: The Council of the City of Springfield, Illinois, hereby approves the purchase of four (4) Dell Poweredge R670 servers from Presidio Networked Solutions LLC ("Presidio") in an amount not to exceed Two Hundred Twenty-one Thousand, Two Hundred Sixty Dollars and Forty Cents ($221,260.40).

Section 2: The Mayor and the City Clerk are hereby authorized and empowered to execute any necessary documents with Presidio on behalf of the City of Springfield Office of Public Utilities.

Section 3: The payment to Presidio for the total maximum amount of Two Hundred Twenty-one Thousand, Two Hundred Sixty Dollars and Forty Cents ($221,260.40) from Account No. 102-100-CBAD-3902-1604 is hereby authorized, approved and directed.

Section 4: This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED:_____**, 2026**

RECORDED:_____**, 2026**

SIGNED:_____**, 2026**

_____
Mayor Misty Buscher

ATTEST:_____
City Clerk, Charles Redpath

Approved as to legal sufficiency:

9-10-26
Office of Corporation Counsel/ Date
Requested by Mayor Misty Buscher

2026-414

Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: Presidio Networked Solutions

CONTRACT AMOUNT: $221,260.40

TYPE OF AWARD: Joint Purchasing Agreement

PRIOR ORDINANCE INFORMATION:

Prior Ordinance: None

INFORMATION:

This ordinance authorizes the purchase of four Dell Poweredge R670 servers of the Office of Public Utilities Transmission and Distribution Division. This purchase will provide new server infrastructure for the Geographic Information System (GIS) Storage Area Network (SAN) to establish a parallel environment for migrating virtual machine workloads to an new visualization platform. The current and new platforms will operate in parallel throughout the migration, expected to take up to a year given the number of virtual machines involved, so that each workload can be tested and validated on the new platform before cutover, with the original server available as a fallback is an issue is identified. This workload-by-workload approach is necessary to ensure no interruption in service throughout the transition due to the criticality of GIS SAN data. Once all virtual machine workloads have been migrated and validated, the current servers will be retired, and the new infrastructure will provide a fully supported, secure, and reliable computing platform for the GIS SAN.

This is a joint purchasing agreement with the State of Illinois under the DoIT contract number CMT4021089.

2026-414

OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
CITY OF SPRINGFIELD, ILLINOIS

MEMORANDUM

TO: **Emily Rosenberger**

FROM: **Anthony Quinones - Assistant Purchasing Agent**

DATE: **September 4, 2026**

SUBJECT: **Joint Contract Determination**

I have reviewed the Ordinance Fact Sheet concerning Presidio Networked Solutions for purchase of a four (4) Dell PowerEdge R670 Servers to provide infrastructure for the Geographic Information System Storage Area Network in an amount not to exceed $221,260.40 for CWLP - Office of Public Utilities.

Illinois State Joint Purchase Contract #24-448DOIT-ADMIN-P-53992

Pursuant to Article 38.50 (1) of the Purchasing Code of the City of Springfield, this purchase is exempt from the City's requirement for Sealed Competitive Bids as this purchase will be made pursuant to a State of Illinois contract available for joint purchasing.

300 SOUTH SEVENTH • ROOM 200 • SPRINGFIELD, ILLINOIS 62701-1681 • OFFICE (217) 789-2191 • FAX (217) 789-2207

2026-414

RESET

SHEET NO. 1 OF 2 SHEETS

A.F.E. NO. L192

DATE: 9/1/26

DEPARTMENT T&D GIS

CITY WATER, LIGHT AND POWER DEPARTMENT

DETAILED ESTIMATE

FUND	AGCY	ORGN	ACTV	OBJT	AMOUNT
102	100	CBAD	3902	1604	221,260.40

ACCT. NO.	MATERIAL & LABOR	# OF UNITS	UNIT COST	TOTAL COST
102-100-CBA D-3902-1604	210-BNZH PowerEdge R670 Server	4	$55,215.10	$220,860.40
102-100-CBA D-3902-1604	Shipping		$400.00	$400.00

NOTE: OUTLINE WORK ON REVERSE SIDE OF THIS FORM OR ATTACH PRINT WHEN NECESSARY

REISSUE: 08-11-97

(09-05-95)

EXHIBIT 39 - B

2026-414

PRESIDIO

QUOTE: 2003526122505-04

DATE: 09/01/2026

PAGE: 1 of 1

TO:
City Water Light and Power
Michael David
1008 East Miller Street
Springfield, IL 62702

michael.david@cwlp.com
(p) (217) 3211444 ext 2144
(f) (217) 789-2210

FROM:
Presidio Networked Solutions LLC
James Johnston
225 West Washington
Suite 1450
Chicago, IL 60606

jjohnston@presidio.com
(p) +1.309.306.7822

BILL TO:
City Water, Light and Power

800 East Monroe St. 4th Floor
Municipal Center, East
Springfield, IL 62757

SHIP TO:
City Water Light & Power

1008 E. Miller Street
Springfield, IL 62702

Customer#: CITYW008
Account Manager: James Johnston
Inside Sales Rep: Amy Peterson
Title: CWLP Dell Servers
Comments: **PRICING VALID UNTIL 09-29-2026**

Contract Vehicle: Illinois DoIT Contract CMT4021089

#	Part #	Description	List Price	Unit Price	Qty	Discount	Ext List Price	Ext Price
1	210-BNZH	PowerEdge R670 Server with (2) Intel 6724P CPU, 256 GB RAM, BOSS-N1 w/ (2) M.2 480GB, (2) Broadcom 57504 NIC, iDRAC Enterprise, Cable Mgmt, Rack rail kit, and 5-years support	$172,547.20	$55,215.10	4	68.00%	$690,188.80	$220,860.40

Total List Price:	**$690,188.80**
Sub Total:	**$220,860.40**
Shipping:	**$400.00**
Grand Total:	**$221,260.40**

TERMS AND CONDITIONS OF CONTRACT CMT4021089 SHALL GOVERN THIS QUOTE.

This quote is valid for acceptance for the earlier of (i) a period of fourteen (14) days from the quote date, or (ii) such shorter period as established by any applicable third-party vendor for items included in this quote. All purchase orders are subject to Presidio's review and written acceptance

Pursuant to this contract your PO must reflect the following contract. CMT4021089

No signed quote. PO required.

2026-414

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Emily Rosenberger

PHONE NUMBER: x-2609

EMERGENCY PASSAGE: No ☑ Yes ☐ **If yes, explain justification - See attached document**

FISCAL IMPACT: $221,260.40

SUGGESTED TITLE: Authorizing Purchase/ Presidio Networked Solutions/ $221,260.40/ For the Office of Public Utilities

CONTRACTOR / VENDOR NAME: Presidio Networked Solutions **VENDOR NO:** VC0000001396

CONTRACT TERM: _____ **Change in Scope Yes** ☐ **No** ☐

CONTRACT AMOUNT: $221,260.40 (Original amount if change order) **Change Order #** _____ **Additional Amount** _____

Method of Purchase (check one)

- ☐ Low Bid
- ☐ Low Bid Meeting Specs
- ☐ Low Evaluated Bid
- ☑ Other: Joint Purchase
- ☐ Exception: Agreement
- **Code Provision:** _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☑

Is Purchasing Agent approval attached? No ☑ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	102	100	CBAD	3902	1604	$221,260.40
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Estimate and Quote

STAFF ANALYSIS

This ordinance authorizes the purchase of four Dell Poweredge R670 servers of the Office of Public Utilities Transmission and Distribution Division. This purchase will provide new server infrastructure for the Geographic Information System (GIS) Storage Area Network (SAN) to establish a parallel environment for migrating virtual machine workloads to an new visualization platform. The current and new platforms will operate in parallel throughout the migration, expected to take up to a year given the number of virtual machines involved, so that each workload can be tested and validated on the new platform before cutover, with the original server available as a fallback is an issue is identified. This workload-by-workload approach is necessary to ensure no interruption in service throughout the transition due to the criticality of GIS SAN data. Once all virtual machine workloads have been migrated and validated, the current servers will be retired, and the new infrastructure will provide a fully supported, secure, and reliable computing platform for the GIS SAN.

This is a joint purchasing agreement with the State of Illinois under the Do.IT contract number CMT4021089.

FUNDS CHECK BY: Dakota Capranica Digitally signed by Dakota Capranica Date: 2026.09.04 08:57:02 -05'00' **Date:** _____

DIRECTOR / SUPERVISOR: Gorsek, Mike Digitally signed by Gorsek, Mike Date: 2026.09.03 20:41:25 -05'00' **Date:** Scott Rogers Digitally signed by Scott Rogers Date: 2026.09.04 08:07:38 -05'00'

CITY PURCHASING AGENT: **Date:** 9/4/2026

SIGN OFF: _____ (Mayor's Signature) _____ 9/4/26 (Director of OBM)

The information supplied on this form is not confidential information.

2026-414

2026-415

AN ORDINANCE ACCEPTING AND AUTHORIZING THE EXCECUTION OF CONTRACTS WITH SANGAMON VALLEY LANDFILL FOR DISPOSAL OF UNCONTAMINATED DEBRIS FOR AN AMOUNT NOT TO EXCEED $500,000 FOR THE OFFICE OF PUBLIC UTILITIES.

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, water infrastructure projects and maintenance operations require any excavated materials in existing or proposed roadways must be removed and replaced with select granular backfill material; and

WHEREAS, this excavated material must be disposed of at a site approved by the Illinois EPA to accept Clean Construction and Demolition Debris (CCDD); and

WHEREAS, Sangamon Valley Landfill is the closest Illinois EPA approved facility.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby approves execution of contracts with Sangamon Valley Landfill for disposal of debris for an amount not to exceed Five Hundred Thousand Dollars and No Cents ($500,000).

Section 2: That the Office of Budget and Management is hereby authorized to pay Sangamon Valley Landfill an amount not to exceed Five Hundred Thousand Dollars and No Cents ($500,000).

Section 3: This Ordinance shall become effective immediately upon its passage and recording with the City of Springfield Office of the City Clerk.

PASSED:_____**, 2026**

RECORDED:_____**, 2026**

SIGNED:_____**, 2026**

_____
Mayor Misty Buscher

ATTEST:_____
City Clerk, Charles Redpath

Approved as to legal sufficiency:

9-10-26

Office of Corporation Counsel/ Date
Requested by Mayor Misty Buscher

2026-415

OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
CITY OF SPRINGFIELD, ILLINOIS

MEMORANDUM

TO: **Emily Rosenberger**

FROM: **Anthony Quinones, Assistant Purchasing Agent**

DATE: **September 3, 2026**

SUBJECT: **Request for Exemption from Competitive Bidding**

I have reviewed the Ordinance Fact Sheet concerning Sangamon Valley Landfill for annual fee related to disposal of excavated material in an amount not to exceed $500,000.00 for CWLP – Office of Public Utilities.

Sangamon Valley Landfill is the nearest Illinois EPA approved facility to accept CCDD.

In accordance with the requirements of Section 38.38(a) and/or Section 38.41 of the Purchasing Code of the City of Springfield pertaining to Competitive Sealed Proposals, I have determined that it would be neither practical nor advantageous to the city to utilize the Sealed Competitive Bid process to obtain bids for these goods or services. Based on my determination, this procurement is exempt from the City's requirement for Sealed Competitive Bids.

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2026-415

Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: Sangamon Valley Landfill

CONTRACT AMOUNT: $500,000.00

TYPE OF AWARD: Sole Source

PRIOR ORDINANCE INFORMATION:

Ord- 036-02-19- Sangamon Valley Landfill & Waste Management- $250,000

INFORMATION:

An ordinance authorizing the City of Springfield Office of Public Utilities Water Division to pay the Sangamon Valley Landfill to receive uncontaminated soil with residual debris at a rate of $39/ton. This includes but is not limited to soil, gravel, broken asphalt and broken concrete generated during daily operations. Any excavated materials in existing and proposed roadways must be removed and replaced with select granular backfill material. This excavated material must be disposed of at a site approved by the Illinois EPA to accept Clean Construction and Demolition Debris (CCDD) per EH&S and the Sangamon Valley Landfill is currently the closest such facility.

2026-415

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Emily Rosenberger

PHONE NUMBER: x-2609

EMERGENCY PASSAGE: No ☑ Yes ☐ **If yes, explain justification - See attached document**

FISCAL IMPACT: $500,000

SUGGESTED TITLE: Authorization/ Sangamon Valley Landfill / $500,000/ For the Office of Public Utilities

CONTRACTOR / VENDOR NAME: Sangamon Valley Landfill **VENDOR NO:** SA002195

CONTRACT TERM: 12 months **Change in Scope Yes** ☐ **No** ☐

CONTRACT AMOUNT: $500,000 (Original amount if change order) **Change Order #** _____ **Additional Amount** _____

Method of Purchase (check one)

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid
☑ Other: Sole Source
☐ Exception: _____
Code Provision: _____

Previous Ord #'s 036-02-19

Is Purchasing Agent approval required? No ☐ Yes ☑
Is Purchasing Agent approval attached? No ☑ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	101	100	BA	6184	1232	$300,000
2	101	100	BE	4442	2304	$100,000
3	101	100	BE	4452	2304	$100,000
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

STAFF ANALYSIS

An ordinance authorizing the City of Springfield Office of Public Utilities Water Division to pay the Sangamon Valley Landfill to receive uncontaminated soil with residual debris at a rate of $39/ton. This includes but not limited to soil, gravel, broken asphalt and broken concrete generated during daily operations. Any excavated materials in existing and proposed roadways must be removed and replaced with select granular backfill material. This excavated material must be disposed of at a site approved by the Illinois EPA to accept Clean Construction and Demolition Debris (CCDD) per EH&S and the Sangamon Valley Landfill is currently the closest such facility.

FUNDS CHECK BY: Ben Kerfoot Digitally signed by Ben Kerfoot Date: 2026.09.03 08:23:45 -05'00' **Date:** _____

DIRECTOR / SUPERVISOR: Scott M. Rogers Digitally signed by Scott M. Rogers Date: 2026.09.02 07:47:32 -05'00' **Date:** _____

CITY PURCHASING AGENT: **Date:** 9/3/2026

SIGN OFF: _____ 9/3/26
(Mayor's Signature) (Director of OBM)

The information supplied on this form is not confidential information.

2026-415

AN ORDINANCE AUTHORIZING THE CITY OF SPRINGFIELD, SANGAMON COUNTY, ILLINOIS TO BORROW FUNDS FROM THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY'S PUBLIC WATER SUPPLY REVOLVING LOAN PROGRAM FOR LEAD SERVICE LINE REPLACEMENT PROJECT FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHERAS, the City of Springfield, Sangamon County, Illinois (the "City") operates its public water supply system (the "System") and in accordance with Article VII. Section 6(a) of the 1970 Illinois Constitution and the Local Government Debt Reform Act, 30 ILCS 350/1 et. Seq. (collectively "the Act") and is a home rule unit with the power to legislate with regard to matters pertaining to its governmental affairs, including the power to incur debt; and

WHEREAS, the Mayor and City Council of the City (the "Corporate Authorities") have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the following: Replacement of approximately 9,200 Lead Service Lines (LSL) together with any land or rights in land and all electrical, mechanical, or other services necessary, useful, or advisable to the construction and installation (the "Project"), all in accordance with the plans and specifications prepared by the engineers of the City, which project has a useful life of 100 years. Starting in 2028 the City will be required to replace all the LSLs over a 10-year period. This phase of the project will include replacement of approximately 500 LSLs over a two-year period. The City will hire a contractor(s) to repair streets, sidewalks and customers' landscaping as well as the customer-owned portion of the service line; and

WHEREAS, the estimated cost of construction and installation of the Project, including legal, financial, and other related expenses is $4,500,000.00 and there is currently not a system revenue stream dedicated and authorized to fully fund the replacement of homeowner's private infrastructure; and

WHEREAS, the loan shall bear an interest rate of zero percent as defined by 35 Ill. Adm. Code 663, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq. at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in 40 years, which is within the period to the useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the City from the Public Water Supply Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from the revenues of the System and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the City is authorized to borrow funds from the Public Water Supply Loan Program in the aggregate principal amount of $4,500,000.00 to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the City shall be made pursuant to a Loan Agreement, including certain terms and conditions between the City and the Illinois Environmental Protection Agency.

NOW, THEREFORE, BE IF ORDAINED BY THE CORPORATE AUTHORITIES OF THE CITY OF SPRINGFIED, SANGAMON COUNTY, ILLINOIS, AS FOLLOWS:

Section 1: INCORPORATION OF PREAMBLES

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

Section 2: DETERMINATION TO BORROW FUNDS

It is necessary and in the best interests of the City of construct the Project for the public health, safety, and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the City in the aggregate principal amount not to exceed $4,500,000.00.

Section 3: ADDITIONAL ORDINACES

The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is not material change in the project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the City may not adopt additional ordinances or amendments which provide for any substantive or materials change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance or otherwise alter or impair the obligation of the City to pay the principal and interest due to the Public Water Supply Loan Program, without the written consent of the Illinois Environmental Protection Agency.

Section 4: LOAN NOT INDEBTNESS OF THE CITY

Repayment of the loan to the Illinois Environmental Protection Agency by the City pursuant to this Ordinance is to be solely from the revenue derived from the System, and the loan does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation.

Section 5: APPLICATION FOR LOAN

The Mayor of the City is hereby authorized to make an application to the Illinois Environmental Protection Agency for a loan through the Public Water Supply Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 663.

Section 6: ACCEPTANCE OF LOAN AGREEMENT

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Public Water Supply Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purpose of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

Section 7: OUTSTANDING BONDS

The City has outstanding bonds, payable from revenues of the System, that are senior to the loan authorized by this Ordinance, and the City establishes an account, coverage, and reserves equivalent to the account(s), coverage(s), and reserve(s) as the senior lien holders in accordance with 35 ILCS 663.350(a)(9)(C).

Section 8: AUTHORIZATION OF THE MAYOR TO EXECUTE LOAN AGREEMENT

The Mayor of the City is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the Mayor for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

Section 9: SEVERABILITY

If any section paragraph, clause, or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 10: REPEALER

All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

Section 11: EFFECTIVE DATE

This Ordinance shall become effective immediately upon its passage.

PASSED:_____, 2026

RECORDED:_____, 2026

ATTEST:_____
City Clerk, Charles Redpath

SIGNED:_____, 2026

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

9-10-26

Office of Corporation Counsel/ Date
Requested by Mayor Misty Buscher

2026-416

CERTIFICATION

I, _____, do hereby certify that I am the duly elected, qualified and acting Clerk of the City of Springfield. I do further certify that the above and foregoing, identified as Ordinance Number _____, is a true, complete and correct copy of an ordinance otherwise identified as AN ORDINANCE AUTHORIZING THE CITY OF SPRINGFIELD, SANGAMON COUNTY, ILLINOIS TO BORROW FUNDS FROM THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY'S PUBLIC WATER SUPPLY REVOLVING LOAN PROGRAM FOR LEAD SERVICE LINE REPLACEMENT PROJECT FOR THE OFFICE OF PUBLIC UTILITIES, passed by the City Council of the City of Springfield on the ____ day of September, 2026, and approved by the Mayor Misty Buscher of the City of Springfield on the same said date, the original of which is part of the books and records within my control as Clerk of the City of Springfield.

Dated this ____ day of _____, 2026.

_____
Clerk of the City of Springfield

Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: Illinois EPA

CONTRACT AMOUNT: $4,500,000.00

TYPE OF AWARD: GSA

PRIOR ORDINANCE INFORMATION:

Ord. 126-04-24- Illinois Environmental Protection Agency –Borrow Funds – Lead Service Line Replacement- $3,600,000.00

INFORMATION:

This Ordinance authorizes the City of Springfield Office of Public Utilities Water Division to borrow funds through the State of Illinois Environmental Protection Agency (IEPA) Public Water Supply Revolving Loan Program for Lead Service Line (LSL) replacement project.

If awarded, the loan will be used for replacing approximately 500 LSL within the water distribution system. The utility plans to replace all the LSL over a 10-year period, starting in 2028. Approximately 500 LSL (within Census Tracts 42, 23, & 16) will be replaced over the next 2 years using city/utility funds and IEPA funds. The utility will hire a contractor(s) to repair streets, sidewalks, and customers' landscaping as well as the customer-owned portion of the service line for low-income property owners.

Project expenditures for the no-interest and principal forgiveness loan have been estimated at $4,500,000.00 from the IEPA. The utility has filed a pre-applications for these funds. The Public Water Supply Loan Program application provisions require that the City of Springfield authorize that funds may be borrowed from the IEPA. This loan will be considered subordinate of the Water Fund Master Bond Ordinance.

2026-416

AN ORDINANCE AUTHORIZING THE CITY OF SPRINGFIELD, SANGAMON COUNTY, ILLINOIS TO BORROW FUNDS FROM THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY'S PUBLIC WATER SUPPLY LOAN PROGRAM FOR LEAD SERVICE LINE REPLACEMENT PROJECT FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, the City of Springfield Sangamon County, Illinois (the "City") operates its public water supply system (the "System"), and in accordance with Article VII. Section 6(a) of the 1970 Illinois Constitution and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq. (collectively "the Act") and is a home rule unit with the power to legislate with regard to matters pertaining to its government and affairs, including the power to incur debt; and

WHEREAS, The Mayor and City Council of the City (the "Corporate Authorities") have determined that it is advisable, necessary, and in the best interests of the public health, safety and welfare to improve the System, including the following: Replacement of approximately 11,000 Lead Service Lines (LSL) together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation ("the Project"), all in accordance with the plans and specifications prepared by the engineers of the City. Under Public Act 102-0613, starting in 2027 the City will be required to replace all the LSLs over a 20-year period, removing approximately 500 LSL per year. This phase of the project will include the replacement of approximately 400 LSL over a two-year period. In addition, the City will hire a contractor(s) to repair streets, sidewalks and customers' landscaping as well as the customer-owned portion of the service line for low-income property owners; and

WHEREAS, the estimated cost of construction and installation of the Project, including legal, financial and other related expenses is $3,600,000.00, and there is currently not a system revenue stream dedicated and authorized to fund the replacement of homeowners' private infrastructure; and

WHEREAS, the loan shall bear an interest rate of zero percent as defined by 35 Ill. Adm. Code 663, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in 40 years, which is within the period of the useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the City from the Public Water Supply Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from the revenues of the System and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the City is authorized to borrow funds from the Public Water Supply Loan Program in the aggregate principal amount of $3,600,000.00 to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the City shall be made pursuant to a Loan Agreement, including certain terms and conditions between the City and the Illinois Environmental Protection Agency.

2026-416

NOW, THEREFORE, be it ordained by the Corporate Authorities of the City of Springfield, Sangamon County, Illinois, as follows:

Section 1. INCORPORATION OF PREAMBLES

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

Section 2. DETERMINATION TO BORROW FUNDS

It is necessary and in the best interests of the City to construct the Project for the public health, safety, and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the City in the aggregate principal amount not to exceed $3,600,000.00.

Section 3. ADDITIONAL ORDINANCES

The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the City may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance or otherwise alter or impair the obligation of the City to pay the principal and interest due to the Public Water Supply Loan Program without the written consent of the Illinois Environmental Protection Agency.

Section 4. LOAN NOT INDEBTEDNESS OF THE CITY

Repayment of the loan to the Illinois Environmental Protection Agency by the City pursuant to this Ordinance is to be solely from the revenue derived from the System, and the loan does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation.

Section 5. APPLICATION FOR LOAN

The Mayor of the City is hereby authorized to make an application to the Illinois Environmental Protection Agency for a loan through the Public Water Supply Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 663.

Section 6. ACCEPTANCE OF LOAN AGREEMENT

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Public Water Supply Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

Section 7. OUTSTANDING BONDS

The City has outstanding bonds, payable from revenues of the system, that are senior to the loan authorized by this Ordinance, and the City establishes an account, coverage, and reserves equivalent to the account(s), coverage(s) and reserve(s) as the senior lien holders in accordance with 35 ILCS 663.350(a)(9)(C).

Section 8. AUTHORIZATION OF THE MAYOR TO EXECUTE LOAN AGREEMENT

The Mayor of the City is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the Mayor for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

Section 9. SEVERABILITY

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 10: EFFECTIVE DATE

This ordinance shall become effective immediately upon its passage.

PASSED: April 16, 2024 SIGNED: April 18, 2024

RECORDED: April 18, 2024

ATTEST:

MAYOR

Approved as to legal sufficiency: 3/27/24

Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2024-102

126-04-24

2026-416

CERTIFICATION

I, Frank J. Lesko, do hereby certify that I am the duly elected, qualified and acting Clerk of the City of Springfield, Illinois. I do further certify that the above and foregoing, identified as Ordinance Number 126-04-24, is a true, complete and correct copy of an ordinance otherwise identified as "An Ordinance Authorizing the City of Springfield, Sangamon County, Illinois to Borrow Funds from the Illinois Environmental Protection Agency's Public Water Supply Loan Program for Lead Service Line Replacement Project for the Office of Public Utilities," passed by the City Council of the City of Springfield on the 16 Day of April, 2024, and approved by the Mayor of the City of Springfield, the original of which is part of the books and records within my control as Clerk of the City of Springfield.

Dated this 18 day of April, 2024

City Clerk of the City of Springfield, Illinois

2024-102

126-04-24

ORDINANCE FACT SHEET

AGENDA NUMBER:
DATE OF 1ST READING: _____
ORDINANCE REQUEST NUMBER: ____

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES STAFF MEMBER: MICHELLE CARLISLE

EMERGENCY PASSAGE: YES/**NO** If yes, list justification.

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: $ 3,600,000.00 BUDGETED: YES/~~NO~~ NEW POSITION: ~~YES~~/NO

STAFFING IMPACT: None

TYPE OF ORDINANCE: Authorization to Execute a Loan Agreement

ACCOUNTING INFORMATION: Account 101-101-BE-4452-2313

PRIOR ORDINANCE INFORMATION: Previous 19-01-2020 & 223-05-21; Related: RES. 003-2024

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Illinois Environmental Protection Agency CONTRACT AMOUNT: $ 3.6 million
(Original Amount ~~if Change Order~~)

CONTRACT TERM: _____ - _____ TYPE OF AWARD: _____ - _____

CHANGE IN SCOPE ___ Y ___ N CHANGE ORDER # _____ ADDT'L AMOUNT $ 0.00

STAFF ANALYSIS: (This includes a description of the work, background on the issue, and the justification of why the ordinance was not low bid. If you need additional space, please continue on the back of this form.)

This Ordinance authorizes the City of Springfield Office of Public Utilities Water Division to borrow funds through the State of Illinois Environmental Protection Agency (IEPA) Public Water Supply Revolving Loan Program for Lead Service Line (LSL) replacement project.

If awarded, the loan will be used for replacing approximately 11,000 LSL within the water distribution system. The utility plans to replace all of the LSL over a 23-year period. Approximately 400 LSL will be replaced over the next 2 years using city/utility funds and the IEPA funds. The utility will hire a contractor(s) to repair streets, sidewalks and customers' landscaping as well as the customer-owned portion of the service line for low-income property owners.

Project expenditures for the no-interest and principal forgiveness loan have been estimated at $3,600,000.00 million from IEPA. The utility has filed a pre-application for these funds. The Public Water Supply Loan Program application provisions require that the City of Springfield authorize that funds may be borrowed from the IEPA. This loan will be considered a subordinate obligation of the Water Fund Master Bond Ordinance.

SIGN OFF: _____ Mayor's Office _____ OBM
GEM (When Applicable)

Rev: 6-21-96 The information supplied on this form is not confidential information.

126-04-24

2024-102

2026-416

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Emily Rosenberger

PHONE NUMBER: x-2609

EMERGENCY PASSAGE: No ☑ Yes ☐ **If yes, explain justification - See attached document**

FISCAL IMPACT: $4,500,000.00

SUGGESTED TITLE: Authorizing to Execute Loan Agreement/ Illinois Environmental Protection Agency/ Lead service Line Replacement/ $4,500,000/ for the Office of Public Utilities

CONTRACTOR / VENDOR NAME: Illinois Environmental Protection Agency **VENDOR NO:** _____

CONTRACT TERM: 2 years **Change in Scope Yes** ☐ **No** ☐

CONTRACT AMOUNT: _____ (Original amount if change order) **Change Order #** _____ **Additional Amount** _____

Method of Purchase (check one)

- ☐ Low Bid
- ☐ Low Bid Meeting Specs
- ☐ Low Evaluated Bid
- ☑ Other: GSA
- ☐ Exception: _____
- **Code Provision:** _____

Previous Ord #'s 126-04-24

Is Purchasing Agent approval required? No ☐ Yes ☑

Is Purchasing Agent approval attached? No ☑ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	101	100	BE	4452	2313	$4,500,000
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

126-04-24

STAFF ANALYSIS

This Ordinance authorizes the City of Springfield Office of Public Utilities Water Division to borrow funds through the State of Illinois Environmental Protection Agency (IEPA) Public Water Supply Revolving Loan Program for Lead Service Line (LSL) replacement project.

FUNDS CHECK BY: Dakota Capranica Digitally signed by Dakota Capranica Date: 2026.08.26 13:29:00 -05'00' **Date:** _____

DIRECTOR / SUPERVISOR: Scott Rogers Digitally signed by Scott Rogers Date: 2026.08.26 11:35:05 -05'00' **Date:** _____

CITY PURCHASING AGENT: **Date:** _____

SIGN OFF: _____ (Mayor's Signature) GEM _____ (Director of OBM)

The information supplied on this form is not confidential information.

2026-416

2026-417

AN ORDINANCE AUTHORIZING AMENDMENTS TO A LEASE WITH VB-S1 ASSETS, LLC, FOR SF-MADISON WIRELESS TELECOMMUNICATION ANTENNA SITE, FOR THE OFFICE OF PUBLIC UTILTIES

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, VB-S1 Assets, LLC, wishes to amend the lease agreement for the SF-Madison location by increasing the footprint size by 600 square feet and increasing the rental amount by $1,000/month; and

WHEREAS, both parties have agreed to the increase in footprint size and the increase in rent; and

WHEREAS, a copy of which shall be on file with the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: The Council of the City of Springfield, Illinois, hereby approves and authorizes the execution of the lease agreement between the City of Springfield and VB-S1 Assets, LLC, a Delaware limited liability company.

Section 2: This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED:_____**, 2026**

RECORDED:_____**, 2026**

SIGNED:_____**, 2026**

_____
Mayor Misty Buscher

ATTEST:_____
City Clerk, Charles Redpath

Approved as to legal sufficiency:

9-10-26
Office of Corporation Counsel/ Date
Requested by Mayor Misty Buscher

2026-417

Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: VB-S1 Assets, LLC

CONTRACT AMOUNT: None

TYPE OF AWARD: Lease Agreement

PRIOR ORDINANCE INFORMATION:

Ord. 229-08-25- VB-S1 Assets, LLC – 1 location Mansion Location- Lease extension

INFORMATION:

Tenant Site ID	Tenant Site Name	Landlord Site ID
US-IL-5183	Sf- Mansion	3510-5

VB-S1 Assets, LC ("VB-S1") would like to amend the agreement for the Sf-Mansion location by increasing the footprint size by 600 square feet and increasing the rental amount by $1,000/ month

2026-417

FOURTH AMENDMENT TO OPTION AND LEASE AGREEMENT

This Fourth Amendment to Option and Lease Agreement (this "**Amendment**"), dated as of this _____ day of _____, 2026 (the "**Effective Date**"), by and between **Office of Public Utilities**, a Illinois corporation, ("**Landlord**"), whose address is 800 E Monroe 4th Floor, Springfield, Illinois 62757, and **VB-S1 Assets, LLC**, a Delaware limited liability company, whose address is 22 W. Atlantic Ave., Delray Beach, FL 33444 ("**Tenant**"), recites and provides:

RECITALS

WHEREAS, Landlord is the fee owner of certain real property located in Sangamon County, Illinois, (the "**Property**").

WHEREAS, Tenant, is the current tenant under that certain Option - Lease Agreement with Landlord, dated August 4, 1997 (the "**Original Lease**"), as amended by Amendment to Option - Lease Agreement dated October 26, 1998 (the "**First Amendment**"), as amended by Master Restated and Amended Lease Agreement dated February 29, 2021, (the "**Second Amendment**"), as amended by Third Amendment to Option and Lease Agreement dated August 7, 2025 (the "**Third Amendment**") (Collectively the "**Lease**").

WHEREAS, Landlord, pursuant to the Lease, leases to Tenant a portion of the Property together with a non-exclusive access and utility easement over a portion of the Property, as described in the Lease (collectively the "**Premises**").

WHEREAS, Tenant owns, operates, and maintains one or more wireless communications towers, equipment, shelters, and other associated improvements on the Premises (collectively, "**Improvements**").

WHEREAS, Landlord and Tenant now desire to amend the Lease as more particularly provided below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Defined Terms; Recitals. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Lease. The recitals set forth here and above are true and correct in all respects and are incorporated herein by reference.

2. Expansion or modification of the Access and Utility Easement. Tenant requires an additional Six Hundred square feet (600 sq. ft.) expansion of the Premises ("**Expansion Space**"), together with associated non-exclusive access and utility easements as depicted on **Exhibit A**. Landlord agrees to lease such Expansion Space on the terms and conditions set forth in the Lease, commencing on the first day of the month following the date the

Site Name: Sf Mansion
Site Number: US-IL-5183

147464532.5

Initial

2026-41

construction commences on the Expansion Space. Tenant may terminate the Expansion Space in its sole discretion upon thirty (30) days' written notice to Landlord, provided Tenant has removed all above-ground improvements upon the Expansion Space in accordance with the terms of the Lease. Landlord and Tenant agree that each and every reference in the Lease to "Premises" shall also include the "Expansion Space" (if any). Notwithstanding the foregoing, the depiction contained in **Exhibit A** is included solely for illustrative purposes and shall not constitute a legal description of the Expansion Space. Tenant shall have the right to replace **Exhibit A** with a metes and bounds legal description of the Expansion Space based upon a survey obtained by Tenant, and such replacement exhibit shall automatically be deemed incorporated into this Lease without the need for a further amendment or additional execution by Landlord. Upon receipt, Landlord shall be deemed to have approved such revised **Exhibit A** so long as the legal description is reasonably consistent with the Expansion Space as contemplated by this Lease and does not increase Landlord's obligations or materially alter the location or size of the Expansion Space. The Expansion Space shall be deemed defined in accordance with such survey-based legal description upon delivery thereof by Tenant.

3. Rent Increase. Commencing on the 1st day of the month following the installation of Improvements within the Expansion Space by Tenant or its subtenant, the Rent shall increase by One Thousand Dollars and Zero/Cents ($1,000.00), ("**Rent Increase**"). The Rent Increase shall be payable to Landlord at the times and in the manner set forth in the Lease for payment of Rent.

4. Exclusive Use. In addition to any other use rights granted by the Lease, Tenant shall have the exclusive right to use and sublease the Premises for purposes of constructing, maintaining, and operating wireless communication infrastructure. Landlord shall not grant any right to a third-party which would affect all or part of the Premises in any way that competes, interferes, or conflicts with this exclusive use by Tenant.

5. Notices. All notices under the Lease shall be delivered by Federal Express, or US certified mail return receipt requested, and addressed to:

If to Tenant:

VB-S1 Assets, LLC
c/o Vertical Bridge, LLC
22 W Atlantic Ave, Suite 310
Delray Beach, Florida 33444
Attention: General Counsel
Ref: US-IL-5183

If to Landlord:

Office of Public Utilities
Attn: Deborah Williams
800 E Monroe 4th Floor

Springfield, Illinois 62757
deborah.williams@cwlp.com

6. Counterparts/Digital Signatures. This Amendment may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single document. Delivery of a copy of this Amendment (or any notices pursuant to the Lease) bearing an original signature by facsimile transmission, by DocuSign, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

7. Ratification. Except as amended and modified in this Amendment, the terms and conditions of the Lease (in existence prior to this Amendment) are ratified and confirmed in all respects and shall continue in full force and effect. In the event of any dispute between the terms of the Lease (in existence prior to this Amendment) and this Amendment, the terms of this Amendment shall govern and supersede those set forth in the Lease (in existence prior to this Amendment).

[***The remainder of this page is intentionally blank; signature page follows.***]

Docusign Envelope ID: F8543083-D875-87F9-80EA-DD07B2821D2B

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

WITNESSES:	**LANDLORD:**
	Office of Public Utilities, a Illinois corporation
	By: _____ GEA
Name: _____	Name: _____
	Title: _____
	Date: _____
_____	
Name: _____	

[Landlord's Signature Page to Amendment]

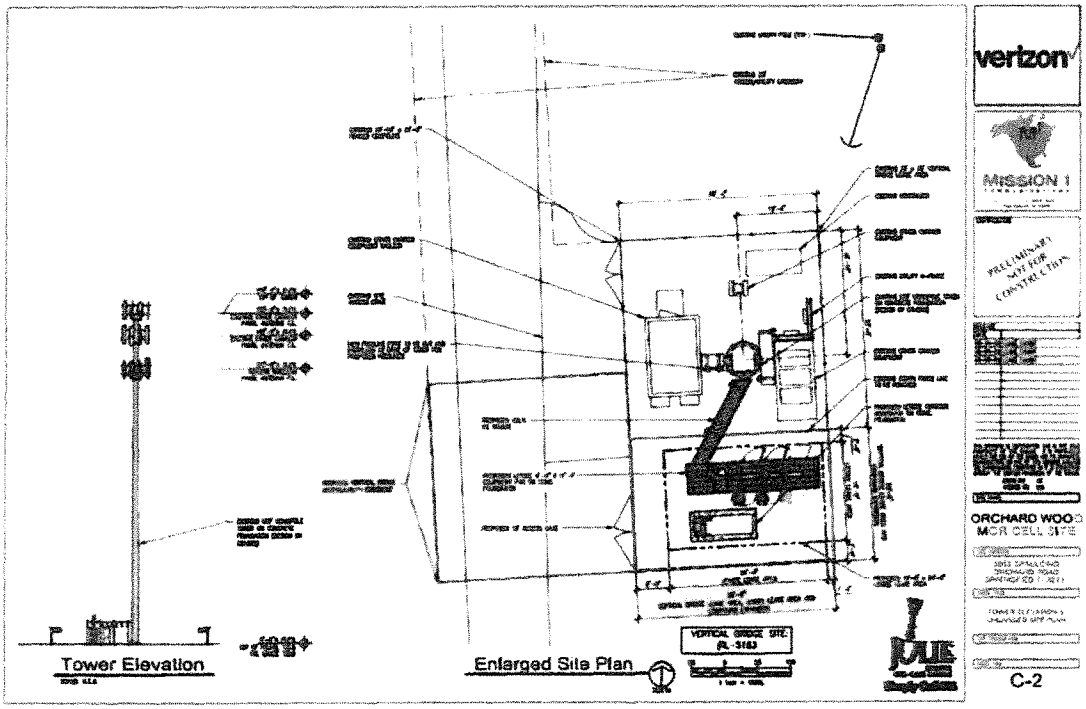
WITNESSES:	TENANT:
Name: _____	**VB-S1 Assets, LLC** a Delaware limited liability company
Name: _____	By: DocuSigned by: Tim Tuck Name: Tim Tuck Title: SVP - Lease Administration Date: 8/21/2026

[Tenant's Signature Page to Amendment]

Exhibit A

Expansion Space

Tenant, at its sole expense, will have the Expansion Space and associated non-exclusive access and utility easements surveyed and replace the depiction below with a survey-based legal descriptions of the Expansion Space.



Site Name: Sf Mansion
Site Number: US-IL-5183

Initial

2026-417

Docusign Envelope ID: F8543083-D875-87F9-80EA-DD07B2821D2B

(Above 3" Space for Recorder's Use Only)

Prepared by and Upon Recording Return to:

By: VB-S1 Assets, LLC
22 W Atlantic Ave, Suite 310
Delray Beach, Florida 33444
Attn: Allison Cannella – SVP & General Counsel

Cross Reference:

Site Name: Sf_Mansion
Site Number: US-IL-5183

Instrument #: 97-47543

SECOND AMENDMENT TO MEMORANDUM OF AGREEMENT

This Second Amendment to Memorandum of Agreement ("**Amendment**") is entered into and made effective as of _____ day of _____ 2026 and is by and between **Office of Public Utilities**, a Illinois corporation, ("**Landlord**"), whose address is 800 E Monroe 4th Floor, Springfield, Illinois 62757, and **VB-S1 Assets, LLC**, a Delaware limited liability company, whose mailing address is 22 W Atlantic Ave, Suite 310, Delray Beach, Florida 33444 ("**Tenant**"). Landlord and Tenant may be referred to herein as "**Party**" or jointly as "**Parties**".

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated August 04, 1997; as amended by that certain Amendment to Option - Lease Agreement, dated October 26, 1998; as amended by that certain Master Restated and Amended Lease Agreement, dated February 29, 2021; and as amended by that Third Amendment to Option and Lease Agreement, dated August 7, 2025 (collectively the "**Lease**") as entered into record via that certain Memorandum of Agreement dated August 04, 1997, as recorded on November 13, 1997 as Instrument #97-47543, in the Public Records Office of Sangamon County, State of IL.; . The Lease and Memorandum may be referred to herein collectively as the "**Agreement**".

WHEREAS, Landlord and Tenant desire to amend the Agreement as set forth below in this Amendment.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Grantee and Grantor agree as follows:

Initial
JP

2026-417

1. **Recitals, Definitions**. The recitals set forth above are accurate and hereby incorporated into the Agreement by reference thereto. All capitalized terms not defined herein shall have the same meaning set forth in the Agreement.

2. **Amendment**. The Premises is increased by Six Hundred Square Feet (600 Sq Ft) together with associated non-exclusive access and utility easements as described in **Exhibit A**.

3. **Ratification**. Except as amended herein, all of the terms and conditions of the Agreement are hereby ratified and confirmed in all respects and shall remain unchanged and continue in full force and effect.

4. **Conflict**. In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall govern and supersede those set forth in the Agreement.

5. **Successors and Assigns**. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

6. **Binding Effect**. This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Amendment.

7. **Representations and Warranties**. To the extent applicable, each party hereby represents and warrants to the other party that such party: (a) is a duly authorized and existing entity; (b) is qualified to do business in the state in which the Property is located; and (c) has full right and authority to execute and enter into this Amendment and to perform the obligations imposed upon such party without the consent of any other party or person. Further, each of the persons executing this Amendment on behalf of such party hereby represents and warrants that such person is authorized to do so.

8. **Entire Agreement**. This and any attachments, which are hereby incorporated into and made a part of this Amendment, set forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

9. **Authority to Sign**. Each signatory of this Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

10. **Counterparts**. This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES BEGIN ON NEXT PAGE]

Initial
JP

Docusign Envelope ID: F8543083-D875-87F9-80EA-DD07B2821D2B

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT as of the date last signed by a party hereto.

WITNESSES:	**LANDLORD:**
	Office of Public Utilities a Illinois corporation
_____	By: _____
Name: _____	Name: GEM
	Title: _____
_____	
Name: _____	Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ _____, 20_____, by _____, as _____ _____ of **Office of Public Utilities**, a(n) Illinois corporation, on behalf of the company.

_____
Notary Public

Print Name:

My Commission Expires:_____

Initial
JP

2026-417

[Tenant's Signature Page to Amendment]

WITNESSES:	TENANT:
	VB-S1 Assets, LLC Delaware limited liability company
Name: _____	By: _____
	Name: Tim Tuck
	Title: Vice President - Lease Administration
Name: _____	Date: 8/24/26

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of __ online notarization or ✓ physical presence this 24 day of August, 2026, by Tim Tuck, as Vice President of **VB-S1 Assets, LLC**, a Delaware limited liability company, on behalf of the company.

Notary Public

Print Name: Shanna Grandis

My Commission Expires: 2/27/27

SHANNA GRANDIS
Commission # HH 367267
Expires February 27, 2027

Site Name: Sf Mansion
Site Number: US-IL-5183

Initial
SP

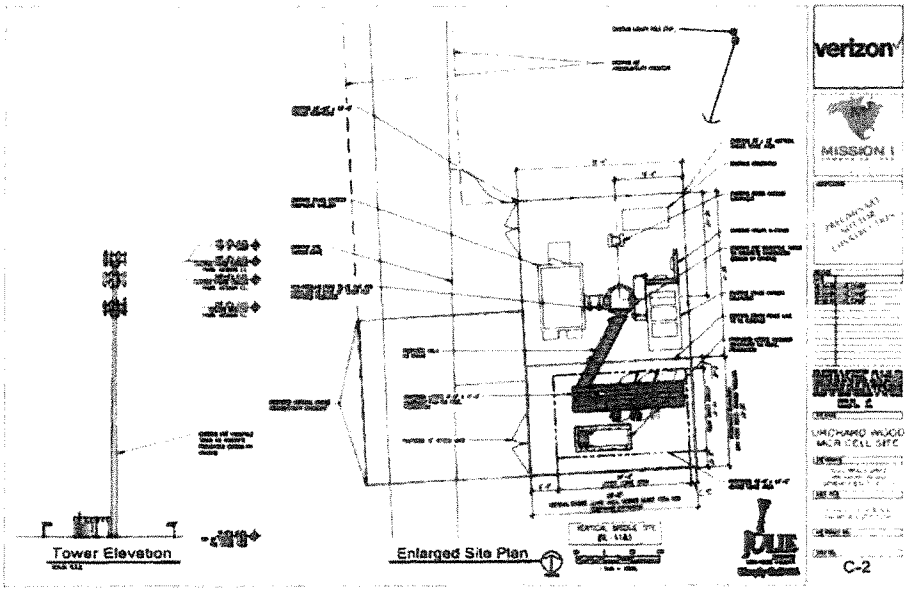
9292_A17

Docusign Envelope ID: F8543083-D875-87F9-80EA-0D07B2821D2B

Exhibit A

Expansion Space

Tenant, at its sole expense, will have the Expansion Space and associated non-exclusive access and utility easements surveyed and replace the depiction below with a survey-based legal descriptions of the Expansion Space.



Initial
SP

2026-417

2025-283

AN ORDINANCE AUTHORIZING AMENDMENTS TO A LEASE EXTENSION AGREEMENT WITH VB-S1 ASSETS, LLC, FOR FOUR WIRELESS TELECOMMUNICATIONS ANTENNAS SITES, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois constitution and has jurisdiction over matters pertaining to its government and affairs, and

WHEREAS, VB-S1 Assets, LLC, wishes to amend the lease extension, previously approved by Ordinance 327-09-2020, by extending the four (4) leases, and

WHEREAS, both parties have agreed that a lease extension is desirable, and

WHEREAS, a copy of which shall be on file with the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1. The Council of the City of Springfield, Illinois, hereby approves and authorizes the execution of four lease extension agreement between the City of Springfield and VB-S1 Assets, LLC, a Delaware limited liability company.

Section 2. This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: Aug. 6, 2025

RECORDED: Aug. 7, 2025

ATTEST: E. Rudpath

SIGNED: Aug. 7, 2025

MAYOR

Approved as to legal sufficiency:

7-9-25

Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2025-283

299-08-25

2025-283

2026-417

Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: VB-S1 Assets, LLC

TYPE OF AWARD: Lease Agreement

PRIOR ORDINANCE INFORMATION:

Most recent: Ord. 327-09-2020, VB-S1 Assets. LLC, 4 locations, 10 yr. lease extension, then 3 consecutive 5 yr. options.

INFORMATION:

Tenant Site ID	Tenant Site Name	Landlord Site ID
US-IL-5176	Sf-Sangamon	3503-8
US-IL-5183	Sf-Mansion	3510-5
US-IL-5184	Sf-Dirksen	3513-4
US-IL-5177	Sf-Grand-Chatham	3504-34

VB-S1 Assets, LLC ("VB-S1"), would like to amend the agreement by extending the term of the leases to make the sites more desirable for carriers to invest in and prioritize upgrades with long-term security. The leases began in August 1997 with the most recent amendment to the leases being authorized by Ordinance 327-09-2020.

The leases include an Amendment fee of $2,000.00 per site and extends the leases to August 31, 2046, with the option to extend the lease for five (5) additional five (5) year renewal periods (each, a "Renewal Term") with the initial Renewal Term commencing on the day immediately following the expiration date. Each such Renewal Term shall be deemed automatically exercised by VB-S1 unless VB-S1 provides written notice to the City, Office of Public Utilities of non-renewal at least thirty (30) days prior to expiration of the then-current term and includes a 15% increase in rent every 5 years.

2025-283

2026-417

299-08-25

SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT (this "Amendment"), dated as of this ____ day of _____, 20____ (the "Effective Date"), by and between OFFICE OF PUBLIC UTILITIES, a Illinois corporation, ("Landlord"), and VB-S1 Assets, LLC, a Delaware limited liability company ("Tenant"), recites and provides:

RECITALS

WHEREAS, Landlord is the fee owner of certain real property located in Sangamon County, Illinois, (the "Property").

WHEREAS, Tenant, is the current tenant under that certain Option and Lease Agreement with Landlord, dated August 4, 1997 (the "Lease").

WHEREAS, Tenant owns, operates, and maintains one or more wireless communications towers, equipment, shelters, and other associated improvements on the Premises (collectively, "Improvements").

WHEREAS, Landlord and Tenant now desire to amend the Lease as more particularly provided below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Defined Terms; Recitals. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Lease. The recitals set forth here and above are true and correct in all respects and are incorporated herein by reference.

2. Amendment Fee. Simultaneous with execution of this Amendment and as a condition to its effectiveness, shall pay an amendment fee of Two Thousand ($2,000.00) to Lessor.

3. Renewal Terms. The Lease is set to expire on August 31, 2046 (the "Expiration Date"). Tenant shall have the option to extend the Lease for Five (5) additional Five (5) year renewal periods (each, a "Renewal Term") with the initial Renewal Term commencing on the day immediately following the Expiration Date. Each such Renewal Term shall be deemed automatically exercised by Tenant unless Tenant provides written notice to Landlord of non-renewal at least thirty (30) days prior to expiration of the then-current term. Rent shall adjust as set forth in the Lease.

4. Notices. All notices under the Lease shall be delivered by Federal Express, or US certified mail return receipt requested, and addressed to:

Site Name: SF Sangamon LPTV
Site Number: US-IL-5176

14746453 2.5

2025-283

299-08-25

902R-417

If to Tenant:

VB-S1 Assets, LLC
c/o Vertical Bridge REIT, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attention: General Counsel
Ref: US-IL-5176

If to Landlord:

OFFICE OF PUBLIC UTILITIES
800 E Monroe 4th Floor
Springfield, Illinois 62757
deborah.williams@cwlp.com,

5. Counterparts/Digital Signatures. This Amendment may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single document. Delivery of a copy of this Amendment (or any notices pursuant to the Lease) bearing an original signature by facsimile transmission, by DocuSign, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

6. Ratification. Except as amended and modified in this Amendment, the terms and conditions of the Lease (in existence prior to this Amendment) are ratified and confirmed in all respects and shall continue in full force and effect. In the event of any dispute between the terms of the Lease (in existence prior to this Amendment) and this Amendment, the terms of this Amendment shall govern and supersede those set forth in the Lease (in existence prior to this Amendment).

[*The remainder of this page is intentionally blank; signature page follows.*]

2025-283

29-08-25

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

TENANT:

Name: _____

Name: _____

LANDLORD:

CITY OF [illegible]
an Illinois corporation

By: [signature]
Name: Misty Buscher
Title: Mayor
Date: Aug 7, 2025

[Landlord's Signature Page to Amendment]

Document No.

2025-288

2026-417

299-08-25

WITNESSES:

Name:

TENANT:

VB-61 Assets, LLC
a Delaware limited liability company

By:

Name:

Title:

Date:

[*Tenant's Signature Page to Amendment*]

Site Name: SF Sangamon LPTV
Site Number: US-IL-5175

2025-283

2025-417

299-0R-25

THIRD AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS THIRD AMENDMENT TO OPTION AND LEASE AGREEMENT (this "Amendment"), dated as of this ____ day of _____, 20____ (the "Effective Date"), by and between OFFICE OF PUBLIC UTILITIES, a Illinois corporation, ("Landlord"), and VB-S1 Assets, LLC, a Delaware limited liability company ("Tenant"), recites and provides:

RECITALS

WHEREAS, Landlord is the fee owner of certain real property located in Sangamon County, Illinois, (the "Property").

WHEREAS, Tenant, is the current tenant under that certain Option and Lease Agreement with Landlord, dated August 4, 1997 (the "Lease").

WHEREAS, Tenant owns, operates, and maintains one or more wireless communications towers, equipment, shelters, and other associated improvements on the Premises (collectively, "Improvements").

WHEREAS, Landlord and Tenant now desire to amend the Lease as more particularly provided below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Defined Terms; Recitals. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Lease. The recitals set forth here and above are true and correct in all respects and are incorporated herein by reference.

2. Amendment Fee. Simultaneous with execution of this Amendment and as a condition to its effectiveness, shall pay an amendment fee of Two Thousand ($2,000.00) to Lessor.

3. Renewal Terms. The Lease is set to expire on August 31, 2046 (the "Expiration Date"). Tenant shall have the option to extend the Lease for Five (5) additional Five (5) year renewal periods (each, a "Renewal Term") with the initial Renewal Term commencing on the day immediately following the Expiration Date. Each such Renewal Term shall be deemed automatically exercised by Tenant unless Tenant provides written notice to Landlord of non-renewal at least thirty (30) days prior to expiration of the then-current term. Rent shall adjust as set forth in the Lease.

4. Notices. All notices under the Lease shall be delivered by Federal Express, or US certified mail return receipt requested, and addressed to:

2025-283
2026-417
299-08-25

If to Tenant:

VB-S1 Assets, LLC
c/o Vertical Bridge REIT, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attention: General Counsel
Ref: US-IL-5133

If to Landlord:

OFFICE OF PUBLIC UTILITIES
800 E Monroe 4th Floor
Springfield, Illinois 62757
deborah.williams@cwlp.com,

5. Counterparts/Digital Signatures. This Amendment may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single document. Delivery of a copy of this Amendment (or any notices pursuant to the Lease) bearing an original signature by facsimile transmission, by DocuSign, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

6. Ratification. Except as amended and modified in this Amendment, the terms and conditions of the Lease (in existence prior to this Amendment) are ratified and confirmed in all respects and shall continue in full force and effect. In the event of any dispute between the terms of the Lease (in existence prior to this Amendment) and this Amendment, the terms of this Amendment shall govern and supersede those set forth in the Lease (in existence prior to this Amendment).

[*The remainder of this page is intentionally blank; signature page follows.*]

2025-283

299-08-25

2025-417

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

WITNESSES:

Name: _____

Name: _____

LANDLORD:

CITY OF PUBLIC UTILITIES,
a Illinois corporation

By: _____

Name: Mitch Bluschke

Title: Mayor

Date: Aug 7, 2025

[Landlord's Signature Page to Amendment]

Site Name:
Site Number:

299-08-25

2025-283

WITNESSES:

Name: [illegible]

Name:

TENANT:

VB-S1 Assets, LLC
a Delaware limited liability company

By:

Name: [illegible]

Title: VP of Real Estate Ops

Date: 6/12/2025

[Tenant's Signature Page to Amendment]

Site Name: SF Mansion
Site Number: US-IL-5183

2025-283

299-03-25

THIRD AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS THIRD AMENDMENT TO OPTION AND LEASE AGREEMENT (this "Amendment"), dated as of this ____ day of _____, 20____ (the "Effective Date"), by and between OFFICE OF PUBLIC UTILITIES, a Illinois corporation, ("Landlord"), and VB-S1 Assets, LLC, a Delaware limited liability company ("Tenant"), recites and provides:

RECITALS

WHEREAS, Landlord is the fee owner of certain real property located in Sangamon County, Illinois, (the "Property").

WHEREAS, Tenant, is the current tenant under that certain Option and Lease Agreement with Landlord, dated August 4, 1997 (the "Lease").

WHEREAS, Tenant owns, operates, and maintains one or more wireless communications towers, equipment, shelters, and other associated improvements on the Premises (collectively, "Improvements").

WHEREAS, Landlord and Tenant now desire to amend the Lease as more particularly provided below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms; Recitals. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Lease. The recitals set forth here and above are true and correct in all respects and are incorporated herein by reference.

2. Amendment Fee. Simultaneous with execution of this Amendment and as a condition to its effectiveness, shall pay an amendment fee of Two Thousand ($2,000.00) to Lessor.

3. Renewal Terms. The Lease is set to expire on August 31, 2046 (the "Expiration Date"). Tenant shall have the option to extend the Lease for Five (5) additional Five (5) year renewal periods (each, a "Renewal Term") with the initial Renewal Term commencing on the day immediately following the Expiration Date. Each such Renewal Term shall be deemed automatically exercised by Tenant unless Tenant provides written notice to Landlord of non-renewal at least thirty (30) days prior to expiration of the then-current term. Rent shall adjust as set forth in the Lease.

4. Notices. All notices under the Lease shall be delivered by Federal Express, or US certified mail return receipt requested, and addressed to:

2025-283

299-05-25

9026-417

If to Tenant:

VB-S1 Assets, LLC
c/o Vertical Bridge REIT, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attention: General Counsel
Ref: US-IL-5184

If to Landlord:

OFFICE OF PUBLIC UTILITIES
800 E Monroe 4th Floor
Springfield, Illinois 62757
deborah.williams@cwlp.com,

5. Counterparts/Digital Signatures. This Amendment may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single document. Delivery of a copy of this Amendment (or any notices pursuant to the Lease) bearing an original signature by facsimile transmission, by DocuSign, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

6. Ratification. Except as amended and modified in this Amendment, the terms and conditions of the Lease (in existence prior to this Amendment) are ratified and confirmed in all respects and shall continue in full force and effect. In the event of any dispute between the terms of the Lease (in existence prior to this Amendment) and this Amendment, the terms of this Amendment shall govern and supersede those set forth in the Lease (in existence prior to this Amendment).

[The remainder of this page is intentionally blank; signature page follows.]

2023-08-25

9026-417

Name: Misty Buscher

Title: Mayor

Date: Aug 7, 2025

[Landlord's Signature Page to Lease]

2025-283

299-08-25

WITNESSES:

Name

Name

TENANT:

VB-S1 Assets, LLC
a Delaware limited liability company

By:

Name: Aleem Gardner

Title: VP of Real Estate Dev.

Date: 6/16/2005

[Tenant's Signature Page to Amendment]

Full Name of Building
Site Number: US-IL-5183

2025-283

299-08-25

THIRD AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS THIRD AMENDMENT TO OPTION AND LEASE AGREEMENT (this "Amendment"), dated as of this ____ day of _____, 20____ (the "Effective Date"), by and between OFFICE OF PUBLIC UTILITIES, a Illinois corporation, ("Landlord"), and VB-S1 Assets, LLC, a Delaware limited liability company ("Tenant"), recites and provides:

RECITALS

WHEREAS, Landlord is the fee owner of certain real property located in Sangamon County, Illinois, (the "Property").

WHEREAS, Tenant is the current tenant under that certain Option and Lease Agreement with Landlord, dated August 4, 1997 (the "Lease").

WHEREAS, Tenant owns, operates, and maintains one or more wireless communications towers, equipment, shelters, and other associated improvements on the Premises (collectively, "Improvements").

WHEREAS, Landlord and Tenant now desire to amend the Lease as more particularly provided below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Defined Terms; Recitals. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Lease. The recitals set forth here and above are true and correct in all respects and are incorporated herein by reference.

2. Amendment Fee. Simultaneous with execution of this Amendment and as a condition to its effectiveness, shall pay an amendment fee of Two Thousand ($2,000.00) to Lessor.

3. Renewal Terms. The Lease is set to expire on August 31, 2046 (the "Expiration Date"). Tenant shall have the option to extend the Lease for Five (5) additional Five (5) year renewal periods (each, a "Renewal Term") with the initial Renewal Term commencing on the day immediately following the Expiration Date. Each such Renewal Term shall be deemed automatically exercised by Tenant unless Tenant provides written notice to Landlord of non-renewal at least thirty (30) days prior to expiration of the then-current term. Rent shall adjust as set forth in the Lease.

4. Notices. All notices under the Lease shall be delivered by Federal Express, or US certified mail return receipt requested, and addressed to:

2025-283

99-08-25

-426-417

If to Tenant:

VB-S1 Assets, LLC
c/o Vertical Bridge REIT, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attention: General Counsel
Ref: US-IL-5177

If to Landlord:

OFFICE OF PUBLIC UTILITIES
800 E Monroe 4th Floor
Springfield, Illinois 62757
deborah.williams@cwlp.com,

5. Counterparts/Digital Signatures. This Amendment may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single document. Delivery of a copy of this Amendment (or any notices pursuant to the Lease) bearing an original signature by facsimile transmission, by DocuSign, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

6. Ratification. Except as amended and modified in this Amendment, the terms and conditions of the Lease (in existence prior to this Amendment) are ratified and confirmed in all respects and shall continue in full force and effect. In the event of any dispute between the terms of the Lease (in existence prior to this Amendment) and this Amendment, the terms of this Amendment shall govern and supersede those set forth in the Lease (in existence prior to this Amendment).

[The remainder of this page is intentionally blank; signature page follows.]

2025-283

299-08-25

2026-417

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

LANDLORD:

CITY OF PUBLIC UTILITIES,
a Illinois corporation

Misty Busche
Mayor
Aug 7, 2025

Name:

Name:

[Landlord's Signature Page to Amendment]

Date Form
Date Number

2025-283

290-08-25

2026-417

WITNESSES:

Name

Name

TENANT:

YB-SI Assets, LLC
a Delaware limited liability company

By

Name

Title

Date 6/10/2025

[*Tenant's Signature Page to Amendment*]

Site Name: St. Grand-Chatham
SOS Number: 08-IL-5177

2025-283

299-08-25

2026-417

COPY

AN ORDINANCE AUTHORIZING A LEASE EXTENSION AGREEMENT WITH VB-S1 ASSETS, LLC

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the existing lease agreement is on a year to year terms; and

WHEREAS, both parties have agreed that a lease extension is desirable; and

WHEREAS, a copy of the agreement shall be located in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby approves and authorizes the execution of a lease extension agreement between the City of Springfield and VB-S1 ASSETS, LLC, a Delaware limited liability company.

Section 2: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2020

SIGNED: _____, 2020

RECORDED: _____, 2020

Mayor James O. Langfelder

ATTEST: _____
Frank J. Lesko, City Clerk

Approved as to legal sufficiency:

Requested by: Mayor James O. Langfelder

_____
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

REQUEST FORM NO:
DATE OF 1ST READING: 9/1/20

OFFICE REQUESTING: Mayor Langfelder **CONTACT PERSON:**
PHONE NUMBER:

EMERGENCY PASSAGE: No [X] Yes [ ] If yes, explain justification

TYPE OF ORDINANCE: Code Change **FISCAL IMPACT:** $0.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:
AN ORDINANCE AUTHORIZING A LEASE EXTENSION AGREEMENT WITH VB-S1 ASSETS, LLC

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

CONTRACTOR / VENDOR NAME **VENDOR NO:**

CONTRACT TERM: **CONTRACT #** **Change in Scope** Yes [ ] No [ ]

CONTRACT AMOUNT: (Original amount of change order) | Change Order # | Additional Amount

Method of Purchase (check one)
[ ] Low Bid [ ] Other
[ ] Low Bid Meeting Specs [ ] Exception:
[ ] Low Evaluated Bid Code Provision:

Previous Ord #'s
Is Purchasing Agent approval required? No [ ] Yes [ ]
Is Purchasing Agent approval attached? No [ ] Yes [ ]

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Source	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY:	Date:
DIRECTOR / SUPERVISOR SIGNATURE	Date:
CITY PURCHASING AGENT	Date:

COMMENTS
This ordinance authorizes a a lease agreement with VB-S1 Assets, LLC

SIGN OFF: _____ _____
(Mayor's Signature) (Director of Civil)

COPY

2023-2883

2023-0829

Landlord:
Office of Public Utilities, City of Springfield, IL
Municipal Center East
Springfield, Illinois 62757

Tenant:
VB-S1 Assets, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487
Site Name & Numbers:

- US-IL-5176 – Sf_Sangamon
- US-IL-5177 – Sf_Grand-Chatham
- US-IL-5183 – Sf_Mansion
- US-IL-5184 – Sf_Dirksen

MASTER RESTATED AND AMENDED LEASE AGREEMENT

This **MASTER RESTATED AND AMENDED LEASE AGREEMENT** (this "**Agreement**") is made this 19th day of September 2020 (the "**Effective Date**") by and between **OFFICE OF PUBLIC UTILITIES, CITY OF SPRINGFIELD, ILLINOIS**, also known as the City, Water, Light and Power ("**Landlord**"), whose address is whose address is Municipal Center East, Springfield, Illinois 62757, and **VB-S1 ASSETS, LLC**, a Delaware limited liability company ("**Tenant**"), whose address is 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487.

WHEREAS, Landlord is the fee owner of each Property more particularly described in each of the site schedules each attached hereto and identified on **Exhibit 1** and made a part hereof (each a "**Schedule**" and, collectively, the "**Schedules**");

WHEREAS, each schedules sets forth: (i) the site name and ID; (ii) the legal description for the certain real property owned by the Landlord (each individually the "**Property**" and collectively the "**Properties**"); (iii) the legal description for the certain portion of the Properties leased by the Tenant (each individually the "**Leasehold Parcel**" and collectively the "**Leasehold Parcels**"); and (iv) the legal description for any portion of the Properties used as non-exclusive access and utility easements (each individually the "**Easement Parcel**" and collectively the "**Easement Parcels**"). The Leasehold Parcel and Easement Parcel are collectively referred to as the "**Premises**" and the Leasehold Parcels and the Easement Parcels are all also collectively referred to as the "**Collective Premises**";

WHEREAS, Tenant, by way of assignment, is the current tenant under the following leases:

(i) Option – Lease Agreement by and between Landlord and PrimeCo Personal Communications, L.P. (predecessor-in-interest of Tenant) ("**PrimeCo**") dated as of August 4, 1997, as evidenced by that certain Memorandum of Agreement dated August 4, 1997 recorded on November 13, 1997, by Sangamon County Recorder's Office, Illinois, as Instrument No. 97-47541 and as amended by that certain Amendment to Option – Lease Agreement dated October 26, 1998 (the "**IL-5176 Lease**");

(ii) Option – Lease Agreement by and between Landlord and PrimeCo dated as of August 4, 1997, as evidenced by that certain Memorandum of Agreement dated August 4, 1997 recorded on November 13, 1997, by Sangamon County Recorder's Office, Illinois, as Instrument No. 97-47547 and as amended by that certain Amendment to Option – Lease Agreement dated October 26, 1998 (the "**IL-5177 Lease**");

(iii) Option – Lease Agreement by and between Landlord and PrimeCo dated as of August 4, 1997, as evidenced by that certain Memorandum of Agreement dated August 4, 1997 recorded on November 13, 1997, by Sangamon County Recorder's Office, Illinois, as Instrument No. 97-47543 and as amended by that certain Amendment to Option – Lease Agreement dated October 26, 1998 (the "**IL-5183 Lease**"); and

2023-0829

(iv) Option – Lease Agreement by and between Landlord and PrimeCo dated as of August 4, 1997, as evidenced by that certain Memorandum of Agreement dated August 4, 1997 recorded on November 13, 1997, by Sangamon County Recorder's Office, Illinois, as Instrument No. 97-47545 and as amended by that certain Amendment to Option – Lease Agreement dated October 26, 1998 (the "IL-5184 Lease" and together with the IL-5176 Lease, the IL-5177 Lease, and the IL-5183 Lease, collectively, the "**Leases**" and each individually, a "**Lease**"); and

WHEREAS, Landlord and Tenant mutually desire to amend and restate the Leases, in their entirety, pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree:

1. TERM.

(a) The Leases all commenced on September 1, 1997 (the "**Commencement Date**") for a period of five (5) years ("**Initial Term**"), with three (3) consecutive five (5) year options (the "**Original Renewal Terms**" and together with the Initial Term, collectively, the "**Original Lease Term**"). The Original Lease Terms expired on August 31, 2017 (the "**Original Lease Expiration Date**").

(b) The Leases are currently on a year-to-year term and the current terms are schedule to expire on August 31, 2021.

(c) Immediately following the expiration of the current annual terms, the Leases shall be extended for an initial term of ten (10) years with three (3) successive terms of five (5) years each (each a "**Renewal Term**"). Each Renewal Term, except for the initial 10 year term, shall commence automatically, unless Tenant delivers notice to Landlord, not less than thirty (30) days prior to the end of the then-current term, of Tenant's intent not to renew and identifying the applicable Leases Tenant wishes not to renew. For purposes of this Agreement, "**Term**" shall mean, the Original Renewal Terms, and any applicable Renewal Term(s).

(d) Should Tenant or any assignee, sublessee or licensee of Tenant hold over the Premises or any part thereof after the expiration of this Agreement, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions.

2. AMENDMENT FEE. Simultaneous with execution of this Amendment and as a condition to its effectiveness, Tenant shall pay an amendment fee of Ten Thousand and No/100 Dollars ($10,000) to Landlord.

3. RENT. Commencing on September 1, 2021 and so long as each Lease remains in full force and effect, Tenant shall pay to Landlord the monthly rent for each of the applicable Premises in the amount set forth on **Exhibit 1** (collectively, the "**Rent**"). Rent shall be paid at the address set forth above on or before the fifth (5th) day of each calendar month in advance. Rent will be prorated for any partial month. Commencing on the first day of the first Renewal Term and continuing on the first day of each applicable Renewal Term thereafter, Rent shall increase by fifteen percent (15%) over the prior Term's Rent.

4. Revenue Share. In addition to and separate from the Rent, Tenant shall pay to the Landlord fifteen percent (15%) of rents actually collected by Tenant from any applicable Subtenants, exclusive of non-recurring fees (e.g. structural analysis fees, mount analysis fees, and capital expenditures) and

2023-2283

reimbursements (such as for taxes and utilities) ("**Revenue Share**"). The Revenue Share shall be paid to Landlord with the Rent in the month immediately following receipt by Tenant from the applicable Subtenant. For the purposes of this Amendment: (i) "**Subtenant**" shall mean any subtenant or licensee of Tenant, that: (A) has entered into a sublease or license with Tenant for the use of the Improvements on or after the Effective Date; (B) is not paying any rent or fees directly to Landlord for the use of ground space related to the use of Tenant Improvements; and (C) is not the only subtenant on the Improvements.

5. **TAXES.** Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Communication Facilities (as hereinafter defined) located on the applicable Premises. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and Premises. Tenant shall pay as additional Rent any increase in real property taxes levied against the applicable Premises, which are directly attributable to Tenant's use of the applicable Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Landlord furnishes proof of such increase to Tenant (such increase, the "**Landlord Tax Reimbursement**"). In the event that Landlord fails to pay when due any taxes affecting an applicable Premises or any easement relating to an applicable Premises, Tenant shall have the right but not the obligation to pay such taxes and deduct the full amount of the taxes paid by Tenant on Landlord's behalf from future installments of Rent. Notwithstanding the foregoing, Tenant shall not have the obligation to pay any tax, assessment, or charge that Tenant is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed, provided that no lien attaches to the Property. In addition, Tenant shall not have the obligation to pay or reimburse Landlord for the Landlord Tax Reimbursement if Landlord has not provided proof of such amount and demand therefor within one (1) year of the date such amount is due and payable by Landlord.

6. **USE.** The Leasehold Parcels are being leased exclusively to Tenant for the purpose of erecting, constructing, installing, reconstructing, operating, and maintaining radio or communications towers, transmitting and receiving equipment, antennas, dishes, mounting structures, equipment shelters and other supporting structures and infrastructure, and related equipment (collectively, the "**Communication Facilities**"). Tenant may, subject to the foregoing, make any improvement, alteration or modification to the applicable Leasehold Parcels as are deemed appropriate by Tenant for the permitted use herein. Tenant shall have the right to clear the applicable Premises of any trees, vegetation, or undergrowth which interferes with Tenant's use of such Premises for the intended purposes. Tenant shall have the exclusive right to install and operate upon each applicable Leasehold Parcels communications towers, buildings, equipment, antennas, dishes, fencing, and other accessories and infrastructure related thereto, and to alter, supplement, replace, and/or modify same as may be necessary.

7. **ACCESS AND UTILITIES.** During the Term, Tenant, and its guests, agents, customers, lessees, sublessees and assigns shall have the unrestricted, exclusive right to use, and shall have free and unfettered access to, the applicable Premises seven (7) days a week, twenty-four (24) hours a day. Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its customers, employees, agents, invitees, sublessees, sublicensees, successors and assigns a nonexclusive easement over the applicable Easement Parcels (and such other adjacent portions of the Properties as required from time to time): (a) for ingress and egress, and (b) for the construction, installation, operation and maintenance of overhead and underground electric and other utility facilities (including fiber, backhaul, wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through any easement for the benefit of and access to the applicable Premises, subject to the terms and conditions herein set forth. Landlord agrees to cooperate with Tenant's efforts to obtain such utilities and services. If there are utilities already existing on the applicable Premises which serve the applicable Premises, Tenant may utilize such utilities and services. Upon Tenant's request, Landlord shall execute and deliver to Tenant requisite recordable documents evidencing the easements contemplated hereunder (modifying the applicable existing Easement Parcels) within fifteen (15) days of

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Tenant's request, and Landlord shall obtain the consent and joinder of Landlord's mortgagee to any such grant, if applicable.

8. **EQUIPMENT, FIXTURES AND REMOVAL.** The Communication Facilities shall at all times be the personal property of Tenant and/or its subtenants and licensees, as applicable, and may be removed from the applicable Leasehold Parcels at any time during the Term. Tenant or its customers shall have the right to erect, construct, install, reconstruct, maintain, and operate on the applicable Leasehold Parcels such equipment, structures, fixtures, signs, and personal property as Tenant may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Premises, shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its customers. Within ninety (90) days after the expiration or earlier termination of this Agreement or if Tenant elects to terminate a specific Lease then within ninety (90) days after the termination of the applicable Lease (the "**Removal Period**"), Tenant may elect, in Tenant's sole discretion, whether or not to remove all or any portion of its improvements or to abandon any or all of the improvements. Any property not so removed during the Removal Period shall be deemed abandoned and may be removed and disposed of by Landlord in such manner as Landlord shall determine, without any obligation on the part of Landlord to account to Tenant for any proceeds therefrom.

9. **ASSIGNMENT AND SUBLEASE.** Section 14 of the leases are hereby deleted in its entirety and replaced with the following: Tenant may assign this Agreement, or any of the individual Leases, to any person or entity, including Lender (defined below in Section 25 titled "Lender's Rights"), at any time without the prior written consent of Landlord. Upon such assignment, Tenant will be relieved of all liability hereunder. Tenant shall have the exclusive right to sublease or grant licenses without Landlord's consent to use the Communication Facilities. Landlord may assign this Agreement only in its entirety and only to any person or entity who or which acquires fee title to the Property, subject to Section 15 hereof Landlord may not subdivide the Property without Tenant's prior written consent.

10. **COVENANTS, WARRANTIES AND REPRESENTATIONS.**

(a) Landlord warrants and represents that it is the owner in fee simple of the Property, free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant in writing prior to the execution hereof, and that it alone has full right to lease and grant rights to the Collective Premises for the Term.

(b) Landlord shall pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Properties, including, without limitation, judgments, taxes, liens, mortgage payments and other similar encumbrances. If Landlord fails to make any payments required under this Agreement, or breaches any other obligation or covenant under this Agreement, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or perform such obligation on behalf of Landlord and offset such payment (including any attorneys' fees incurred in connection with Tenant performing such obligation) against payments of Rent.

(c) Landlord shall not do or knowingly permit anything that will interfere with or negate any special use permit or approval pertaining to any Premises or cause Tenant's use of any Premises to be in nonconformance with applicable local, state, or federal laws. Landlord shall cooperate with Tenant in any effort by Tenant to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities. Landlord agrees to execute any necessary applications, consents or other documents as may be reasonably necessary for Tenant to apply for and obtain the proper zoning approvals required to use and maintain any Premises and the applicable Communication Facilities.

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(d) Landlord has complied and shall comply with all laws with respect to the Property. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Properties by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Properties. To the knowledge of Landlord, there has been no release of or contamination by hazardous materials on the Properties.

(e) Tenant shall have access to all utilities required for the operation of Tenant's improvements on each Premises that are existing on the Properties.

(f) There currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the Properties; there are no outstanding options or rights of first refusal to purchase the Properties or any portion thereof or interest therein; and there are no parties (other than Landlord) in possession of any of the Premises.

11. **INDEMNITIES.** The parties agree to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, agents and employees (collectively, "**Indemnified Persons**") from and against all claims and liabilities (including reasonable attorneys' fees and court costs) ("**Losses**") caused by or arising out of: (a) such party's breach of any of its obligations, covenants, representations or warranties contained herein, or (b) such party's acts or omissions with regard to this Agreement; provided, however, in no event shall a party indemnify the other party for any such Losses to the extent arising from the gross negligence or willful misconduct of the party seeking indemnification. However, in the event of an Indemnified Person's contributory negligence or other fault, the Indemnified Person shall not be indemnified hereunder to the extent that the Indemnified Person's negligence or other fault caused such claim or liability. Tenant will indemnify Landlord from and against any mechanic's liens or liens of contractors and sub-contractors engaged by or through Tenant.

12. **WAIVERS**

(a) Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the applicable Communication Facilities or any portion thereof, regardless of whether or not such is deemed real or personal property under applicable laws. Landlord will not assert any claim whatsoever against Tenant for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Landlord as a result of the construction, maintenance, operation or use of the Premises by Tenant.

(b) EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS AGREEMENT.

13. **INSURANCE.** Tenant shall insure against property damage and bodily injury arising by reason of occurrences on or about the applicable Premises in the amount of not less than $1,000,000. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other communication facilities of Tenant and its corporate affiliates. All insurance policies required to be maintained by Tenant hereunder shall be with responsible insurance companies, authorized to do business in the State or Commonwealth where the applicable Premises are located if required by law, and shall provide for cancellation only upon ten (10) days' prior written notice to Landlord. Tenant shall evidence such insurance coverage by delivering to Landlord, if requested, a copy of all such policies or, at Tenant's option, certificates in lieu thereof issued by the insurance companies underwriting such risks.

14. **INTERFERENCE.** During the Term, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to any Premises, except to Tenant. In addition, during the Term, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to the Properties (outside of the applicable Premises) and any property adjacent or contiguous to the Properties that is fee owned by Landlord: (a) for any of the uses contemplated in Section 6 hereof; or (b) if such lease, license, or easement would detrimentally impact the Communication Facilities or Tenant's economic opportunities at the applicable Premises, or the use thereof. Landlord shall not cause or permit the construction of radio or communications towers on the Properties or on any other property of Landlord adjacent or contiguous to or in the immediate vicinity of the Properties, except for towers constructed by Tenant. Landlord and Tenant intend by this Agreement for Tenant (and persons deriving rights by, through, or under Tenant) to be the sole parties to market, use, or sublease any portion of the Properties for communications or broadcast facilities during the Term. Landlord agrees that this restriction on the use of the Properties is commercially reasonable, not an undue burden on Landlord, not injurious to the public interest, and shall be specifically enforceable by Tenant (and persons deriving rights by, through or under Tenant) in a court of competent jurisdiction. The foregoing restriction shall run with the land and be binding on the successors and assigns of Landlord.

15. **RIGHT OF FIRST REFUSAL.** In the event that Landlord determines to sell, transfer, license or otherwise convey any interest, whether fee simple interest, easement interest, leasehold, or otherwise, and whether direct or indirect by way of transfer of ownership interests in Landlord if Landlord is an entity, which interest underlies or affects any or all of the Collective Premises (the "**ROFR Property**") to any third party during the Term, Landlord shall offer Tenant a right of first refusal to purchase the applicable Premises (or such larger portion of Landlord's property that encompasses the Premises, if applicable) or such interest proposed to be conveyed. Landlord shall provide a copy of any offer to purchase or acquire, or any executed purchase agreement or letter of intent ("**Offer**"), to Tenant which copy shall include, at a minimum, the purchase or acquisition price, proposed closing date, and financing terms ("**Minimum Terms**"). Within thirty (30) days of receipt of such Offer, Tenant shall provide written notice to Landlord of Tenant's election to purchase the ROFR Property on the same Minimum Terms provided the closing date shall be no sooner than sixty (60) days after Tenant's purchase election notice. In such event, Landlord agrees to sell the ROFR Property to Tenant subject to Tenant's payment of the purchase price and compliance with a purchase and sale agreement to be negotiated in good faith between Landlord and Tenant. If Tenant provides written notice that it does not elect to exercise its rights of first refusal to purchase the ROFR Property, or if Tenant does not provide notice of its election within the thirty (30) day period, Tenant shall be deemed to have waived such right of first refusal only with respect to the specific Offer presented (and any subsequent Offers shall again be subject to Tenant's continuing right of first refusal hereunder), and Landlord shall be permitted to consummate the sale of the ROFR Property in accordance with the strict terms of the Offer ("**Permitted Sale**"). If Landlord does not consummate the Permitted Sale within ninety (90) days of the date of Tenant's waiver of its rights of first refusal, such Offer shall be deemed to have lapsed.

16. **SECURITY.** The parties recognize and agree that Tenant shall have the right to safeguard and protect its improvements located upon or within the applicable Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to secure its improvements, including the tower(s), building(s), guy anchors, and related improvements situated upon the applicable Premises. Tenant may also undertake any other appropriate means to restrict access to its communications towers, buildings, guy anchors, guy wires, and related improvements, including, without limitation, posting signs.

17. **FORCE MAJEURE.** The time for performance by Landlord or Tenant of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the control of Landlord or Tenant, as the case may be.

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18. CONDEMNATION. Notwithstanding any provision of this Agreement to the contrary, in the event of condemnation of any Premises, Landlord and Tenant shall be entitled to separate awards with respect to the applicable Premises, in the amount determined by the court conducting such condemnation proceedings based upon Landlord's and Tenant's respective interests in such Premises. If a separate condemnation award is not determined by such court, Landlord shall permit Tenant to participate in the allocation and distribution of the award. In no event shall the condemnation award to Landlord exceed the unimproved value of the applicable Premises without taking into account the improvements located thereon and in no event shall this Agreement be terminated or modified (other than an abatement of rent) due to a casualty or condemnation without the prior written consent of Lender.

19. DEFAULT. The failure of Tenant or Landlord to perform any of the covenants of this Agreement shall constitute a default. The non-defaulting party shall give the other written notice of such default, identifying the applicable Lease or Leases, and the defaulting party shall cure such default within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty (30) day period, if the defaulting party shall proceed promptly after the receipt of such notice to cure such default, and shall pursue curing such default with due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing; however, in no event shall this extension of time be in excess of sixty (60) days, unless agreed upon by the non-defaulting party. A default by Landlord or Tenant as to one Lease or Premises shall not be considered a default as to all Leases.

20. REMEDIES. Should the defaulting party fail to cure a default under this Agreement, as to a specific Lease, the other party shall have all remedies available either at law or in equity, including the right to terminate this Agreement as to the applicable Lease. In the event Landlord elects to terminate this Agreement as to an applicable Lease due to a default by Tenant, it shall continue to honor all sublease and sublicense commitments made by Tenant on the applicable Premises through the expiration of the term of any such commitment, it being intended hereby that each such commitment shall survive the early termination of this Agreement as to an applicable Lease.

21. ATTORNEYS' FEES. If there is any legal proceeding between Landlord or Tenant arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorneys' fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorneys' fees and disbursements shall be included in and as a part of such judgment.

22. TERMINATION RIGHT. If at any time during the Term, Tenant determines, in its sole and absolute discretion, that an Improvement have no Subtenant, Tenant shall be able to terminate the lease with regard that site by providing twelve (12) months' notice to Landlord and paying liquidated damages equal to twelve (12) months' rent.

23. PRIOR AGREEMENTS. The parties hereby covenant, recognize and agree that the terms and provisions of this Agreement shall constitute the sole embodiment of the arrangement between the parties with regard to the Collective Premises, and that all other written or unwritten agreements, contracts, or leases by and between the parties with regard to the Collective Premises are hereby terminated, superseded and replaced by the terms hereof.

24. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT. In the event the any of the Properties are encumbered by a mortgage or deed of trust or other security instrument of any kind (a "**Landlord Mortgage**"), Landlord, within fifteen (15) days following Tenant's request or immediately prior to the creation of any encumbrance created after the date this Agreement is fully executed, will obtain from the holder of each such Landlord Mortgage a fully-executed subordination, non-disturbance and attornment agreement (an "**SNDA**") in recordable form, which shall be prepared or approved by Tenant. The holder of every such Landlord Mortgage shall, in the SNDA, agree that in the event of a foreclosure,

or conveyance in lieu of foreclosure of Landlord's interest in the applicable Premises, such Landlord Mortgage holder shall recognize and confirm the validity and existence of this Agreement and Tenant shall have the right to continue its use and occupancy of the applicable Premises in accordance with the provisions of this Agreement provided Tenant is not in default of this Agreement beyond applicable notice and cure periods.

25. LENDER'S RIGHTS.

(a) Landlord agrees to recognize the subleases/leases/licenses of all subtenants and sublicensees and will permit each of them to remain in occupancy of its premises notwithstanding any default hereunder by Tenant so long as each such respective subtenant or sublicensee is not in default under the lease/license covering its premises. Landlord agrees to execute such documents as any such subtenant and/or sublicensee might reasonably require, including customary subordination, non-disturbance and attornment agreements and/or Landlord recognition agreements, to further memorialize the foregoing, and further agrees to use reasonable efforts to also cause its lenders to similarly acknowledge, in writing, subtenant/sublicensee's right to continue to occupy its premises as provided above.

(b) Landlord consents to the granting by Tenant of a lien and security interest in Tenant's interest in each Premises governed by this Agreement and all of Tenant's personal property and fixtures attached to the real property described herein, and furthermore consents to the exercise by Lender of its rights of foreclosure with respect to its lien and security interest. Landlord agrees to recognize Lender as Tenant hereunder upon any such exercise by Lender of its rights of foreclosure.

(c) Landlord hereby agrees to give Lender written notice of any breach or default of the terms of this Agreement within fifteen (15) days after the occurrence thereof at the address set forth in Section 29. Landlord further agrees that no default under this Agreement shall be deemed to have occurred unless such notice to Lender is also given and that, in the event of any such breach or default under the terms of this Agreement, Lender shall have the right, to the same extent, for the same period and with the same effect, as Tenant, plus an additional ninety (90) days after any applicable grace period to cure or correct any such default

(d) Landlord acknowledges that nothing contained herein shall be deemed or construed to obligate Lender to take any action hereunder, or to perform or discharge any obligation, duty or liability of Tenant under this Agreement. No Lender shall become liable under the provisions of this Agreement or any lease executed pursuant to Section 26 hereof unless and until such time as it becomes, and then only for as long as it remains, the owner of the leasehold estate credited hereby or thereby.

(e) Tenant shall have the right from time to time to mortgage or otherwise encumber Tenant's interest in the Premises governed by this Agreement; provided, however, in no event shall there be more than one such mortgage or encumbrance outstanding at any one time. If Tenant shall so mortgage (each a "**Tenant Mortgage**") Tenant's interest in the applicable Premises governed by this Agreement to one or more lenders (any such lender, and any successor, assign, designee or nominee of such lender, hereinafter a "**Lender**"), Tenant or such Lender shall give Landlord prompt notice of such Tenant Mortgage and furnish Landlord with a complete and correct copy of such Tenant Mortgage, certified as such by Tenant or such Lender, together with the name and address of such Lender.

(f) This Agreement shall not be amended or modified without the consent of any Lender. In the event that a Lender shall become the owner of such leasehold estate, such Lender shall not be bound by any modification or amendment of this Agreement made subsequent to the date of Tenant Mortgage unless Lender shall have consented to such modification or amendment at the time it was made.

26. RIGHT TO NEW LEASE.

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(a) In the case of termination of this Agreement in whole or as to any applicable Lease for any reason, or in the event this Agreement or any individual Lease is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditor's rights, Landlord shall give prompt notice thereof to a Lender at the address set forth in Section 29. Thereafter, Landlord, upon written request of Lender, and within thirty (30) days after the receipt of such request, shall promptly execute and deliver a new lease of the applicable Premises and assignment of all subleases and sublicenses to Lender or its designee or nominee, for the remainder of the Term upon all the covenants, conditions, limitations and agreements contained herein (including, without limitation, options to extend the Term) except for such provisions which must be modified to reflect such termination, rejection or disaffirmance and the passage of time, provided that such Lender: (i) shall pay to Landlord, simultaneously with the delivery of such new lease, all unpaid rent due under this Agreement up to and including the date of the commencement of the term of such new lease and all reasonable expenses, including, without limitation, reasonable attorneys' fees and disbursements and court costs, incurred by Landlord in connection with the default by Tenant, the termination of this Agreement and the preparation of the new lease, and (ii) shall cure all defaults existing under this Agreement which are susceptible to being cured by such Lender promptly and with due diligence after the delivery of such new lease. Notwithstanding anything to the contrary contained herein, provided such Lender shall have otherwise complied with the provisions of this Section, such Lender shall have no obligation to cure any defaults which are not susceptible to being cured by such Lender (for example, the bankruptcy of Tenant).

(b) For so long as Lender shall have the right to enter into a new lease with Landlord pursuant to this Section, Landlord shall not enter into a new lease of the applicable Premises with any person or entity other than Lender, without the prior written consent of Lender.

27. ADDITIONAL PROVISIONS.

(a) The parties hereto agree that: (i) Tenant is in possession of the applicable Premises notwithstanding the fact that Tenant has subleased, or may in the future sublease, certain of the improvements thereon to third parties and (ii) the requirements of Section 365(h) of Title II of the United States Code (the "Bankruptcy Code") with respect to Tenant's possession of the leasehold under this Agreement are satisfied. Accordingly, the right of Tenant to remain in possession of the leasehold under this Agreement shall continue notwithstanding any rejection of this Agreement or any individual Lease in any bankruptcy proceeding involving Landlord, or any other actions by any party in such a proceeding. This provision, while included in this Agreement, has been separately negotiated and shall constitute a separate contract between the parties as well as a part of this Agreement. The provisions of this Section 27(a) are for the benefit of Tenant and its assigns, including, without limitation, Lender. The parties hereto also agree that Lender is a party in interest and shall have the right to appear as a party in any proceeding brought under any bankruptcy law or under any other law which may affect this Agreement.

(b) The provisions of Sections 25 and 26 hereof shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if Sections 25 and 26 hereof were a separate and independent contract made by Landlord, Tenant and Lender and, from the effective date of such termination, rejection or disaffirmance of this Agreement to the date of execution and delivery of such new lease, Lender may use and enjoy the leasehold estate created by this Agreement without hindrance by Landlord. The aforesaid agreement of Landlord to enter into a new lease with Lender shall be deemed a separate agreement between Landlord and such Lender, separate and apart from this Agreement as well as a part of this Agreement and shall be unaffected by the rejection of this Agreement in any bankruptcy proceeding by any party.

(c) Landlord shall have no right and expressly waives any right arising under applicable law, in and to the rentals payable to Tenant, if any, under any lease of the applicable Premises, which rentals may be assigned by Tenant to Lender.

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(d) If a Tenant Mortgage is in effect, (a) this Agreement shall not be modified or amended by the parties hereto, or terminated or surrendered by Tenant, nor shall Landlord accept any such termination or surrender of this Agreement as to any individual Lease by Tenant, without the prior written consent of Lender and (b) Landlord shall not have the right to terminate this Agreement as to any individual Lease in the event of a casualty or condemnation without the prior written consent of Lender.

(e) The provisions of Sections 25 and 26 hereof are for the benefit of Lender and may be relied upon and shall be enforceable by Lender as if Lender were a party to this Agreement.

(f) Landlord shall, within ten (10) days of the request of Tenant or any Lender or prospective Lender, provide an estoppel certificate as to any matters reasonably requested by Tenant or Lender.

(g) The right to extend or renew this Agreement and any right of first refusal to purchase an applicable Premises may be exercisable by the holder of a Tenant Mortgage and, before the expiration of any periods to exercise such a right, Landlord must provide to Lender at least thirty (30) days prior written notice before the expiration of the right to so extend or renew in order to extinguish Lender's right to so extend, renew or purchase.

(h) Under no circumstances shall the fee estate of Landlord and the leasehold estate created hereby merge, even though owned by the same party, without the written consent of the holder of a Tenant Mortgage.

28. QUIET ENJOYMENT. So long as Tenant is not in default under this Agreement beyond the applicable notice and cure period, Landlord covenants and agrees that Tenant shall peaceable and quietly hold and enjoy each Premises throughout the Term, without any hindrance, molestation or ejection by Landlord, its successors or assigns or by those claiming by, through or under them.

29. NOTICES. All notices, requests, claims, demands, and other communications hereunder shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery. Notices shall be delivered to a party at the parties' respective address below, or to such other address that a party below may provide from time to time:

If to Landlord:	**If to Tenant:**	**If to Lender:**
Office of Public Utilities, City of Springfield, IL Municipal Center East Springfield, Illinois 62757	VB-S1 Assets, LLC 750 Park of Commerce Drive Suite 200 Boca Raton, FL 33487 Attn: General Counsel	To be provided in the event Tenant procures a Tenant Mortgage

30. MISCELLANEOUS.

(a) Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Agreement.

(b) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(c) All attached exhibits are hereby incorporated by this reference as if fully set forth herein.

2026-4117
2025-283
2909-0825

(d) Failure of party to insist on strict performance of any of the conditions or provisions of this Agreement, or failure to exercise any of a party's rights hereunder, shall not waive such rights.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State or Commonwealth in which the majority of Premises governed by the are located.

(f) This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, other leases and/or agreements with regard to the Collective Premises. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

(g) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

(h) A short-form Memorandum of Master Amended and Restated Lease Agreement ("**Memorandum**") may be recorded at Landlord or Tenant's option in the form as depicted in **Exhibit 2**, attached hereto and made a part hereof.

(i) Landlord shall keep the terms of this Agreement confidential and shall not disclose any terms contained within this Agreement to any third party other than such terms as are set forth in the Memorandum.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

WITNESSES:

Print Name: [illegible]

Vanessa P

Print Name: Vanessa Pohlman

LANDLORD:

OFFICE OF PUBLIC UTILITIES, CITY OF SPRINGFIELD, ILLINOIS, also known as City, Water, Light and Power

By: [signature]
Name: James O. Langfelder
Title: Mayor

(NOTARY FOR LANDLORD)

STATE OF ILLINOIS
COUNTY OF SANGAMON

I hereby certify that on this 14 day of January, 2021, before me, the subscriber, a Notary Public of the State of Illinois, personally appeared Mayor James O. Langfelder, as Director of the Office of Public Utilities, City of Springfield, also known as City, Water, Light and Power, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing document, and that he/she, being authorized so to do, executed the foregoing instrument as his/her free act and deed.

Given under my hand and official seal this 14 day of January, 2021.

Vanessa P
Notary Public
My commission expires: 9/26/23
[NOTARIAL SEAL]

OFFICIAL SEAL
VANESSA POHLMAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/26/23

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

WITNESSES:

Print Name:

Print Name:

TENANT:

VB-S1 ASSETS, LLC,
a Delaware limited liability company

By:
Name:
Title: Vice President

State of Florida
County of

I hereby certify that on this 29th day of January, 2020, before me, the subscriber, a Notary Public of the State of Florida, personally appeared [illegible], the Vice President of VB-S1 ASSETS, LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing documents, and that he/she, being authorized so to do, executed the foregoing instrument, as his/her free act and deed.

Given under my hand and official seal this 29th day of January, 2020.

Notary Public
My commission expires: September 16, 2024

[NOTARIAL SEAL]

GRANT PHILLIPS
Commission # HH 043213
Expires September 16, 2024

EXHIBIT 1

APPLICABLE SITES AND SCHEDULES

TENANT SITE ID	TENANT SITE NAME	LANDLORD SITE ID	SITE SCHEDULE	MONTHLY RENT
US-IL-5176	Sf_Sangamon	3503-8	Schedule 1	$1,500
US-IL-5183	Sf_Mansion	3510-5	Schedule 2	$1,500
US-IL-5184	Sf_Dirksen	3513-4	Schedule 3	$1,500
US-IL-5177	Sf_Grand-Chatham	3504-34	Schedule 4	$1,500

2022-2883

SITE SCHEDULE 1
(IL-5176 Lease)

Site Schedule 1 to Master Amended and Restated Lease Agreement, by and between Office of Public Utilities, City of Springfield, Illinois ("**Landlord**") and VB-S1 Assets, LLC ("**Tenant**"), dated _____, 2020.

1. Site Name. Tenant Site Name / ID: Sf_Sangamon / US-IL-5176
Landlord Site ID: 3503-8

2. Legal Description of Landlord Property:

Part of Lot G of the North End Improvement Association's Addition to the City of Springfield, described as follows: Beginning at the Northwest corner of said Lot G, thence East on the North line of said Lot 305.91 feet to the Northeast corner of said Lot; thence South on the East line of said Lot 176.95 feet; thence West parallel to the aforesaid North line 433.08 feet to the East Street line of Factory Street; thence Northeasterly 218.03 feet to the place of beginning, containing 1.50 acres, more or less; subject to taxes for 1971, and to easements, if any, of record; situated in the County of Sangamon, State of Illinois.

AND BEING the same property conveyed to The City of Springfield, a municipal corporation from Hayes Realty Co., an Illinois corporation, sometimes known as Hayes Realty Company by Warranty Deed dated May 10, 1971 and recorded June 17, 1971 in Instrument No. 340270.

Part of Lot "G" of the North End Improvement Association's Addition to the City of Springfield, Illinois, described as follows: Commencing at the Northeast corner of Lot "G" of the North End Improvement Association thence South 176.95 feet to the point of beginning thence West 433.08 feet to the East street line of Factory Street thence Southwesterly along said Street line 369.34 feet to an axle thence East 298.98 feet to a pipe, thence extending East to the West line of a 16 foot public alley thence North along said alley line to the point of beginning, containing 3.70 acres more or less, except the coal and minerals thereunder; subject to taxes for 1972 and to any easements of record; situated in the County of Sangamon, State of Illinois; being the property described in the plat of survey attached hereto and by reference made a part hereof.

AND BEING the same property conveyed to The City of Springfield, a municipal corporation from Hayes Realty Co., an Illinois corporation by Warranty Deed dated January 05, 1972 and recorded January 29, 1973 in Instrument No. 353210.

Tax Parcel Nos. 14-22.0-280-031, 14-22.0-280-034

2022-2883

3. Legal Description of Tenant's Leasehold Parcel:

ALL THAT PART OF LOT G OF THE NORTH END IMPROVEMENT ASSOCIATION'S ADDITION TO THE CITY OF SPRINGFIELD, SANGAMON COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT; THENCE S 33°54'48" W ALONG THE WESTERLY LINE OF SAID LOT G, ALSO BEING THE EASTERLY LINE OF FACTORY STREET (50' PUBLIC RIGHT OF WAY) A DISTANCE OF 239.76 FEET; THENCE S 56°05'12" E A DISTANCE OF 262.57 FEET TO THE POINT OF BEGINNING, THENCE N 87°46'11" E A DISTANCE OF 30.15 FEET; THENCE S 02°16'37" E A DISTANCE OF 50.69 FEET, THENCE S 80°15'32" W A DISTANCE OF 29.61 FEET; THENCE N 02°54'05" W A DISTANCE OF 49.83 FEET TO THE POINT OF BEGINNING CONTAINING 1,500 SQUARE FEET OR 0.03 ACRES, MORE OR LESS

4. Legal Description of Tenant's Easement Parcel:

A 25.00 FOOT WIDE EASEMENT FOR INGRESS EGRESS AND THE INSTALLATION AND MAINTENANCE OF UTILITIES OVER AND ACROSS ALL THAT PART OF LOT G OF THE NORTH END IMPROVEMENT ASSOCIATION'S ADDITION TO THE CITY OF SPRINGFIELD, SANGAMON COUNTY, ILLINOIS, LYING 12.50 FEET EACH SIDE OF AND CONCIDENT WITH A CENTERLINE DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT; THENCE S 33°54'48" W ALONG THE WESTERLY LINE OF SAID LOT G, ALSO BEING THE EASTERLY LINE OF FACTORY STREET (50' PUBLIC RIGHT OF WAY) A DISTANCE OF 239.76 FEET; THENCE S 56°05'12" E A DISTANCE OF 262.57 FEET; THENCE S 87°05'55" W A DISTANCE OF 12.50 FEET TO THE POINT OF BEGINNING; THENCE S 02°54'05" E A DISTANCE OF 35.16 FEET; THENCE S 88°24'44" W A DISTANCE OF 27.82 FEET; THENCE S 02°27'47" W A DISTANCE OF 70.33 FEET; THENCE N 82°52'21" W A DISTANCE OF 45.44 FEET; THENCE N 54°57'15" W A DISTANCE OF 84.60 FEET, THENCE N 25°49'32" W A DISTANCE OF 113.83 FEET; THENCE S 78°22'00" W A DISTANCE OF 87.56 FEET TO THE SAID WESTERLY LINE OF LOT G AND THE EASTERLY LINE OF SAID FACTORY STREET AND THE POINT OF ENDING CONTAINING 11,618 SQUARE FEET OR 0.27 ACRES, MORE OR LESS.

2022-2883

2025-2883

SITE SCHEDULE 2
(IL-5183 Lease)

Site Schedule 2 to Master Amended and Restated Lease Agreement, by and between Office of Public Utilities, City of Springfield, Illinois ("**Landlord**") and VB-S1 Assets, LLC ("**Tenant**"), dated _____, 2020.

1. Site Name. Tenant Site Name / ID: Sf_Mansion / US-IL-5183
Landlord Site ID: 3510-5

2. Legal Description of Landlord Property:

Commencing at a stone at the Northeast corner of the Southeast Quarter of Section 25, Township 15 North, Range 6 West of the Third Principal Meridian; thence West 170.6 feet; thence South 20.0 feet to an iron pipe, the point of beginning; thence South 1050.7 feet; thence North 18 degrees 13 minutes West 231.7 feet; thence North 51 degrees 58 minutes West 170.2 feet; thence North 726.0 feet; thence East 206.5 feet to the point of beginning, containing 3.96 acres, all in the Southeast Quarter of said Section.

Tax Parcel No. 21-25.0-400-007

3. Legal Description of Tenant's Leasehold Parcel:

A PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 15 NORTH, RANGE 6 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE N 89°54'04" W ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER 304.48 FEET; THENCE S 00°05'56" W 85.13 FEET TO THE POINT OF BEGINNING OF THE TOWER LEASE TO BE DESCRIBED; FROM THE POINT OF BEGINNING, THENCE S 89°26'50" E 30.00 FEET TO A POINT; THENCE S 00°33'10" W 30.00 FEET TO A POINT; THENCE N 89°26'50" W 30.00 FEET TO A POINT; THENCE N 00°33'10" E 30.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.02 ACRES, MORE OR LESS.

TAX PARCEL No. 21-25.4-400-007

4. Legal Description of Tenant's Easement Parcel:

A PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 15 NORTH, RANGE 6 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

2025-2883

2025-08-29

A TWENTY (20) FOOT STRIP OF GROUND OF EVEN WIDTH BEING TEN (10) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE N 89°54'04" W ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER 324.67 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE DESCRIPTION; FROM THE POINT OF BEGINNING, THENCE S 00°18'57" W 95.06 FEET; THENCE S 89°41'03" E 20.47 FEET TO THE TERMINATION OF SAID CENTERLINE. CONTAINING 0.05 ACRES, MORE OR LESS.

VB Sites: US-IL-5176, 5177, 5183, 5184

2025-2883

SITE SCHEDULE 3
(IL-5184 Lease)

Site Schedule 3 to Master Amended and Restated Lease Agreement, by and between Office of Public Utilities, City of Springfield, Illinois ("**Landlord**") and VB-S1 Assets, LLC ("**Tenant**"), dated _____, 2020.

1. Site Name. Tenant Site Name / ID: Sf_Dirksen / US-IL-5184
Landlord Site ID: 3513-4

2. Legal Description of Landlord Property:

The Northeast Quarter of the Southwest Quarter of Section 19, Township 16 North, Range 4 West of the Third Principal Meridian, Sangamon County, Illinois, except the East 800 feet thereof, and also except the North 500 feet of the West 300 feet thereof, and except that part thereof within the right-of-way of Interstate 55.

AND BEING the same property conveyed to City of Springfield, Illinois, a municipal corporation from Gail Wanless, Inc., an Illinois corporation by Warranty Deed dated December 05, 1994 and recorded December 05, 1994 in Instrument No. 94-48192.

Tax Parcel Nos. 15-19.0-300-017, 15-19.4-300-017

3. Legal Description of Tenant's Leasehold Parcel:

A PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 16 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPLE MERIDIAN, SANGAMON COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER, THENCE S 89°34'48" W ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER 230.73 FEET; THENCE S 00°33'37" E 65.53 FEET TO THE NORTHWEST CORNER OF EXISTING FENCED COMPOUND AND THE POINT OF BEGINNING OF THE TOWER LEASE TO BE DESCRIBED; FROM THE POINT OF BEGINNING ON AND ALONG EXISTING FENCED COMPOUND THE FOLLOWING 4 COURSES AND DISTANCES; THENCE S 88°26'49" E 30.01 FEET; THENCE S 00°24'03" W 47.00 FEET; THENCE N 89°35'57" W 30.00 FEET; THENCE N 00°24'03" E 47.60 FEET TO THE POINT OF BEGINNING. CONTAINING 1,419 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

Tax Parcel No. 15-19.4-300-017

4. Legal Description of Tenant's Easement Parcel:

A PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 16 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPLE MERIDIAN, SANGAMON COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TWENTY (20) FOOT STRIP OF GROUND OF EVEN WIDTH TEN (10) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT AN IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER, THENCE S 89°34'48" W ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER 230.73 FEET; THENCE S 00°33'37" E 65.53 FEET; THENCE S 00°24'03" W 13.86 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE EASEMENT TO BE DESCRIBED; FROM THE POINT OF BEGINNING, THENCE N 88°25'49" W 28.94 FEET; THENCE N 00°25'12" W 23.86 FEET TO REFERENCE POINT "A"; THENCE CONTINUING N 00°25'12" W 54.52 FEET TO THE POINT OF ENDING. ALSO BEGINNING AT SAID REFERENCE POINT "A"; THENCE S 88°26'49" E 59.49 FEET TO THE POINT OF ENDING. CONTAINING 3,136 SQUARE FEET OR 0.07 ACRES, MORE OR LESS.

VB Sites: US-IL-5176, 5177, 5183, 5184

29-08-25

2025-2803

SITE SCHEDULE 4
(IL-5177 Lease)

Site Schedule 4 to Master Amended and Restated Lease Agreement, by and between Office of Public Utilities, City of Springfield, Illinois ("**Landlord**") and VB-SI Assets, LLC ("**Tenant**"), dated _____, 2020.

1. Site Name. Tenant Site Name / ID: Sf_Grand-Chatham / US-IL-5177
Landlord Site ID: 3504-34

2. Legal Description of Landlord Property:

Part of the Southeast Quarter of the Northwest Quarter of Section 20, Township 16 North, Range 5 West of the Third Principal Meridian; described more particularly as follows: Commencing at an iron pipe marking the Southwest Corner of the Southeast Quarter of the Northwest Quarter of said Section 20, thence North 00° 09' 05" East along the Quarter, Quarter Section Line a distance of 328.43 feet to an iron pipe which marks the true point of beginning, thence continuing North 00° 09' 05" East along said Quarter, Quarter Section Line a distance of 200.00 feet to an iron pipe on the South Right-of-Way Line of Route FA 68, Section 1, said iron pipe marks the beginning of a 11,258.74 feet radius non-tangent curve to the right whose counter bears South 28° 54' 21" East, thence in a Northeasterly direction along said curve and Right-of-Way Line through a central angle of 03° 36' 21.3" a distance of 708.57 feet to an iron pipe, thence North 61° 05' 39" East along said South Right-of-Way Line a distance of 51.57 feet to an iron pipe, thence South 00° 09' 05" feet a distance of 590.40 feet to an iron pipe, thence North 89° 40' 35" West, a distance of 653.23 feet to the true point of beginning. Said tract contains 6.000 acres, more or less. Basis of bearing is North 00° 02' 05" East along the Quarter, Quarter Section Line.

LESS AND EXCEPT that portion of property conveyed to People of The State of Illinois from City of Springfield, Illinois, a municipal corporation by Quit Claim Deed Freeway dated November 13, 1986 and recorded January 09, 1987 in Instrument No. 51598.

AND BEING a portion of the same property conveyed to City of Springfield, a municipal corporation from Town & County Bank of Springfield, a banking corporation organized and existing under the laws of the State of Illinois, with its banking house in Springfield, Illinois, as Trustee under provisions of a Trust Agreement dated the 4th day of Jan., 1979, known as Trust No. TA-310 by Trustee's Deed dated June 05, 1979 and recorded May 26, 1982 in Instrument No. 899821.

Tax Parcel No. 14-20.4-177-004

2025-08-25

3. Legal Description of Tenant's Leasehold Parcel:

A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 16 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER, THENCE N 89°20'57" E 1315.53 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE N 00°41'39" W ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER 327.95 FEET; THENCE N 89°24'20" E 184.55 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF F.A. ROUTE 662 (MARKED ILLINOIS ROUTE 4); THENCE N 05°50'52" E ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE 167.07 FEET; THENCE N 24°46'36" E CONTINUING ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE 23.95 FEET TO THE POINT OF BEGINNING OF THE TOWER LEASE TO BE DESCRIBED; FROM THE POINT OF BEGINNING; THENCE CONTINUING N 24°46'36" E ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE 30.00 FEET; THENCE S 65°13'24" E 30.00 FEET; THENCE S 24°46'36" W 30.00 FEET; THENCE N 65°13'24" W 30.00 FEET TO THE POINT OF BEGINNING. SAID TOWER LEASE CONTAINS 0.02 ACRES, MORE OR LESS.

4. Legal Description of Tenant's Easement Parcel:

A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 16 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER, THENCE N 89°20'57" E 1315.53 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE N 00°41'39" W ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER 327.95 FEET; THENCE N 89°24'20" E 184.55 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF F.A. ROUTE 662 (MARKED ILLINOIS ROUTE 4); THENCE N 05°50'52" E ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE 33.55 FEET TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED; FROM THE POINT OF BEGINNING; THENCE CONTINUING N 05°50'52" E ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE 133.52 FEET; THENCE N 24°46'36" E CONTINUING ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE 23.95 FEET; THENCE S 65°13'24" E 30.00 FEET; THENCE S 24°46'36" W 18.95 FEET; THENCE S 05°50'52" W 128.52 FEET; THENCE N 84°09'08" W 30.00 FEET TO THE POINT OF BEGINNING. SAID TOWER LEASE CONTAINS 0.10 ACRES, MORE OR LESS

EXHIBIT 2

Memorandum of Master Amended and Restated Lease Agreement

(Attached)

YB Sites: US-IL-5176, 5177, 5182, 5184

2025-283

299-08-25

202a_417

ORDINANCE FACT SHEET

DATE OF 1st READING: 07/15/25

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

PHONE NUMBER: x-2626

EMERGENCY PASSAGE: No ☑ Yes ☐ If yes, explain justification - See attached document

FISCAL IMPACT: -

SUGGESTED TITLE: Authorize a lease extension agreement for 4 cell tower locations for Office of Public Utilities

CONTRACTOR / VENDOR NAME: VB-S1Assets, LLC VENDOR NO: _____

CONTRACT TERM: Until 8/31/2046 with additional 5, 5-yr options Change in Scope Yes ☐ No ☑

CONTRACT AMOUNT: - - -

(Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one)

☐ Low Bid ☐ Other: _____

☐ Low Bid Meeting Specs ☐ Exception: _____

☐ Low Evaluated Bid Code Provision: _____

Previous Ord #'s 327-09-2020

Is Purchasing Agent approval required? No ☑ Yes ☐

Is Purchasing Agent approval attached? No ☑ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Amendments to leases, copy of previous ordinance

STAFF ANALYSIS

Authorizing lease extensions for 4 cellular sites (Sf-Sangamon, Sf-Mansion, Sf-Dirksen, and Sf-Grand-Chatham) until 8/31/46.

FUNDS CHECK BY: Date: _____

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2025.08.30 09:25:27 -05'00' Date: _____

CITY PURCHASING AGENT: Date: _____

SIGN OFF: _____ _____

(Mayor's Signature) (Director of OBM)

The information supplied on this form is not confidential information.

2025-283

299-08-25

2025-417

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Emily Rosenberger

PHONE NUMBER: x-2609

EMERGENCY PASSAGE: No ☑ Yes ☐ **If yes, explain justification - See attached document**

FISCAL IMPACT: _____

SUGGESTED TITLE: Authorize a lease Amendment for 1 cell tower location for the Office of Public Utilities

CONTRACTOR / VENDOR NAME: VB-S1 Assets, LLC **VENDOR NO:** _____

CONTRACT TERM: Until 8/31/2046 with additional 5, 5 year options **Change in Scope Yes** ☐ **No** ☑

CONTRACT AMOUNT: _____ _____ _____

(Original amount if change order) **Change Order #** **Additional Amount**

Method of Purchase (check one)

☐ Low Bid ☐ Other: _____

☐ Low Bid Meeting Specs ☐ Exception: _____

☐ Low Evaluated Bid **Code Provision:** _____

Previous Ord #'s 229-08-05/ 327-09-2020

Is Purchasing Agent approval required? No ☑ Yes ☐

Is Purchasing Agent approval attached? No ☑ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1	102	100	7700	CW67		
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Amendments to leases, copy of previous ordinance

STAFF ANALYSIS

Increasing the footprint and rental payments for the Cellular site lease at the Mansion substation.

FUNDS CHECK BY: **Date:** _____

DIRECTOR / SUPERVISOR: Scott Rogers **Date:** _____

CITY PURCHASING AGENT: **Date:** _____

SIGN OFF: _____ _____

(Mayor's Signature) (Director of OBM)

The information supplied on this form is not confidential information.

2026-418

AN ORDINANCE AUTHORIZING THE PURCHASE OF A TEMPORARY EASEMENT BETWEEN THE CITY OF SPRINGFIELD AND FRISINA RENTALS, LLC. LOCATED AT 800 S. WALNUT ST., IN AN AMOUNT NOT TO EXCEED $2,000.00, FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, Frisina Rentals, LLC. own real estate located at 800 S. Walnut St., in Sangamon County; and

WHEREAS, the City of Springfield, through the Office of Public Works, desires to purchase temporary construction easement of said real estate in the amount of $2,000.00 for public purposes specifically associated with the intersection improvements on Lawrence Avenue at Macarthur Blvd., and Walnut St., as summarized on the Transaction Summary attached as Exhibit A; and

WHEREAS, it is necessary to authorize $2,000.00 for purchase of real estate located at 800 S. Walnut St., in compliance with the federal Uniform Relocation Act; and

WHEREAS, a copy of the necessary documents for purchasing the property shall be located in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby approves a contract with Frisina Rentals, LLC to purchase temporary construction easement of real estate located at 800 S. Walnut St., for an amount not to exceed $2,000.00, for public purposes specifically associated with the intersection improvements on Lawrence Avenue at Macarthur Blvd., and Walnut St. A copy of the Contract for Purchase shall be on file in the Office of the City Clerk.

Section 2: That the Mayor and City Clerk are hereby authorized and directed to execute any documents on behalf of the City which may be necessary to complete the purchase of the property approved by this ordinance, provided that other terms and conditions of the purchase contract are fulfilled as summarized on attached Exhibit A.

Section 3: That upon proper documentation, the Office of Budget and Management is hereby directed to make payment of $2,000.00 to Frisina Rentals, LLC for the purchase of real property located at 800 S. Walnut St from account number 041-110-GAST-STRS-2301 in accordance with the purchase documents located in the Office of the City Clerk.

Section 4: That this ordinance shall become effective upon its passage and recording by the City Clerk.

PASSED: _____, 2026

RECORDED: _____, 2026

ATTEST: _____
City Clerk Charles L. Redpath Sr.

SIGNED: _____, 2026

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

9-4-26
_____
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

2026-418

Affidavit of Title

Owner	Frisina Rentals, LLC
Address	800 S. Walnut Street Springfield, IL 62704
Route	FAU 7984 (Lawrence Avenue)
Section	20-00494-00-SP
County	Sangamon
Project	Lawrence Avenue
Parcel No.	Lawrence 07
P.I.N. No.	14-33.0-401-001

State of Illinois)
) ss.
County of Sangamon)

I, Joseph Frisina , Manager of Frisina Rentals, LLC

being first duly sworn upon oath states as follows:

1. Affiant has personal knowledge of the facts averred herein.

2. ☒ There are **no parties** other than Grantor in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record.

   ☐ There are no parties other than Grantor **and the parties listed below** in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record:

   _____

   SEE ATTACHED EXHIBIT "A"

3. This affidavit is made to provide factual representation as a basis for the State of Illinois to accept a document of conveyance for the premises described in said conveyance, the premises being a portion of or all of the above described premises, from the record owners thereof.

4. The affiant has no knowledge of any driveway agreements, encroachments, overlaps, or boundary line disputes involving the premises to be conveyed.

5. The said premises described in Exhibit "A" are: (Check One)

   ☐ Vacant and unimproved ☐ Agricultural and unimproved

   ☒ Improved and

   (A) There have been no improvements made or contracted for on the premises within six (6) months immediately preceding the date of the affidavit, out of which a claim for a mechanic's lien could accrue or has accrued; and

   (B) To the best of my knowledge all improvements now on the premises comply with all local building and zoning ordinances.

2026-418

6. There are no chattel mortgages, conditional sales contracts or financing statements existing on or in connection with the premises to be conveyed which are not shown by the public records.

7. There are no taxes or special assessments which are not shown as existing liens by the public records involving the premises described in Exhibit A.

8. Per 50 ILCS 105/3.1, the identities of all owners and beneficiaries having an interest in the premises to be conveyed are as follows (check applicable box(es) and complete information requested):

☐ **Individual.** Individual **owner** of the property **is**: _____

_____

☐ **Nonprofit Organization.** There is no individual or other organization receiving distributable income from the organization.

☐ **Public Organization, including units of local government.** There is no individual or other organization receiving distributable income from the organization

☐ **Publicly-Traded Corporation.** There is no readily known shareholder entitled to receive more than 7-1/2% interest in the total distribution income of the corporation.

☒ **Corporation, Partnership, Limited Liability Company.** Those entitled to receive more than 7-1/2% of the total distributable income of said entity are as follows:

	Name	Address
*1.	Joseph Frisina	800 South Walnut, Springfield, IL 62704
2.	Barbara K. Frisina	800 South Walnut, Springfield, IL 62704
3.		
4.		

☐ **Land Trust or Declaration of Trust.** The identity of each beneficiary of Grantor Trust is as follows:

	Name	Address	% of Interest
*1.			
2.			
3.			
4.			

* IF THE INITIAL DISCLOSURES SHOW INTERESTS HELD BY ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST, THEN FURTHER DISCLOSURES SHOULD BE PROVIDED UNTIL THE NAMES OF INDIVIDUALS OWNING THE INTEREST IN THE ENTITY ARE DISCLOSED.

2026-418

Dated this 21st day of August, 2026.

By: _____
Signature

Joseph Frisina, Manager
Print Name and Title if applicable

State of Illinois)
) ss
County of Sangamon)

This instrument was acknowledged before me on August 21, 2026, by Joseph Frisina, Manager of Frisina Rentals, LLC.

(SEAL)

OFFICIAL SEAL
TODD J HALFMAN
Commission No. 607579
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires October 15 2028

_____
Notary Public

My Commission Expires: 10-15-2028

NOTE: THIS AFFIDAVIT MAY BE EXECUTED AND ACKNOWLEDGED ON BEHALF OF THE RECORD OWNER(S) BY ANY **ONE** OF THE RECORD OWNERS, OFFICERS, MANAGERS, PARTNERS, OR TRUSTEES HAVING KNOWLEDGE OF THE FACTS IN THIS AFFIDAVIT.

2026-418

EXHIBIT A

THE NORTH 57 FEET OF LOT 5 and Lot 6, BLOCK 2 of MRS ULRICHS ADDITION TO THE CITY OF SPRINGFIELD, ILLINOIS.

EXCEPT ANY INTEREST IN THE COAL, OIL, GAS AND OTHER MINERALS UNDERLYING THE LAND WHICH HAVE BEEN HERETOFORE CONVEYED OR RESERVED IN PRIOR CONVEYANCES, AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL, OIL, GAS AND OTHER MINERALS, IF ANY.

SITUATED IN SANGAMON COUNTY, ILLINOIS.

PERMANENT TAX NUMBER(S): 14-33.0-401-001

OPERATING AGREEMENT OF FRISINA RENTALS, LLC
AN ILLINOIS LIMITED LIABILITY COMPANY

THIS Operating Agreement is made and entered into effective the 1st day of April, 2017, by Joseph Frisina, Trustee of the Joseph Frisina Trust No. 02-07 and Barbara K. Frisina, Trustee of the Barbara K. Frisina Trust No. 02-07, as the "Initial Members" of FRISINA RENTALS, LLC.

WHEREAS, Articles of Organization for FRISINA RENTALS, LLC, have been filed with the Illinois Secretary of State on March 9, 2017.

NOW, THEREFORE, in accordance with the Illinois Limited Liability Company Act, and in consideration of the mutual covenants herein contained, the undersigned adopts the following provisions for the regulation and management of the affairs and business of FRISINA RENTALS, LLC, a limited liability company.

ARTICLE I
FORMATION

1.1 Formation. FRISINA RENTALS, LLC (hereafter the "Company"), shall or has been organized as an Illinois Limited Liability Company by executing and delivering Articles of Organization to the Illinois Secretary of State in accordance with and pursuant to the Illinois Limited Liability Company Act, 805 ILCS 180/9-9 et seq. (hereafter the "Act").

1.2 Name and Purpose. The name of the Company is FRISINA RENTALS, LLC. The Company has been formed for the purpose of owning real estate and such other lawful business purposes for which limited liability companies may be organized under the Act.

1.3 Place of Business. The principal place of business of the Company shall be 1401 Woods Farm Lane, Springfield, Illinois, or such other place as shall be made by concurrence of the holders of membership interests representing a majority of the book value of the membership interests.

1.4 Registered Office and Registered Agent. The Company's initial registered office shall be at the office of its registered agent at 1401 Woods Farm Lane, Springfield, Illinois 62704, and the name of its registered agent shall be Joseph Frisina. The registered office and registered agent may be changed by filing the address of the new registered office and/or the name of the new registered agent with the Illinois Secretary of State pursuant to the Act.

2026-418

1.5 Term. The Company shall commence on the date of the filing of Articles of Organization with the Illinois Secretary of State and shall continue until dissolved in accordance with either this Operating Agreement or the Act.

1.6 Fiscal Year. The fiscal year of the Company shall begin on January 1 of each year and end on the following December 31.

ARTICLE II
NAMES AND ADDRESSES OF MEMBERS

2.1 Names and Addresses. The names and addresses of the Initial Members are as follows:

NAME	ADDRESS
Joseph Frisina, Trustee Joseph Frisina Trust	1401 Woods Farm Lane, Springfield, IL 62704
Barbara K. Frisina, Trustee Barbara K. Frisina Trust	1401 Woods Farm Lane, Springfield, IL 62704

2.2 Definitions. The following definitions shall apply throughout this Agreement:

(a) "Initial Members" shall be those individuals or entities identified in Section 2.1 hereof and on Exhibit A hereto.

(b) "Voting Members" shall be those individuals or entities with both a Distributional Interest in the Company and Voting Rights in the Company.

(c) "Non-Voting Members" shall be those individuals or entities with only a Distributional Interest in the Company that have not been admitted as a Voting Member. Non-Voting Members shall not participate in the management of the Company and shall have no Voting Rights except as may be required by the Act.

(d) The term "Member" shall include any person or entity with a Distributional Interest in the Company, and shall include Initial Members, Voting Members and Non-Voting Members.

2.3 Rights of Initial Members. The Initial Members shall possess the Distributional Interests and Voting Rights set forth in Exhibit A hereto.

2.4 Rights of Permitted Transferees. Upon joining in this Agreement, Permitted Transferees, as described in paragraph 8.1 of this Agreement, receiving an interest in the Company shall be Voting Members of the Company with Voting Rights as provided

2026-418

in paragraph 5.5 hereof and otherwise entitled to participate in the management of the Company without any further action or approval by the Company or other Voting Members.

2.5 Rights of Transferees. A person or entity, other than an Initial Member or a Permitted Transferee, receiving an interest in the Company shall possess only a Distributional Interest in the Company as provided in the Act entitled only to share in the profits and losses of the Company and share in the distributions to which the transferor would otherwise be entitled. Such person or entity shall not have Voting Rights or otherwise have the right to participate in the management of the Company, unless that person or entity is admitted as a Voting Member with Voting Rights pursuant to paragraph 5.8(e) of this Agreement. The holder of a Distributional Interest shall not have the right to seek a judicial determination that it is equitable to dissolve and wind up the Company's business under Section 35-1 of the Act.

ARTICLE III
MANAGEMENT AUTHORITY

3.1 Management of the Company. The initial number of Managers of the Company shall be two. The initial Managers shall be Joseph Frisina and Barbara K. Frisina. If there are more than two co-managers at any time, the Managers shall act by majority vote. Except as otherwise stated in this Agreement or required under the Act, the business and affairs of the Company shall be conducted, directed, managed, and controlled, and all actions required under this Agreement shall be determined by, the Manager, and the Manager shall have all rights and powers and authority on behalf and in the name of the Company to perform all acts necessary and desirable to the objects and purposes of the Company. Without limiting the generality of the foregoing, the Manager, in the capacity as such, shall have the right and power and authority, except as otherwise stated in this Agreement or required under the Act, on behalf of the Company to do the following:

(a) Authorize, execute, and engage in contracts, transactions, investments and dealings on behalf of the Company, including contracts, transactions, investments, and dealings with any Member.

(b) Borrow money on behalf of the Company and mortgage, pledge or otherwise encumber any assets of the Company.

(c) Collect all amounts due to the Company.

(d) Call meetings of Members.

(e) Issue Membership Units in accordance with the restrictions of this Agreement.

2026-418

(f) Pay all expenses incurred in forming the Company.

(g) Lend money, including to Members of the Company.

(h) Determine and make distributions, in cash or otherwise, subject to the provisions of this Agreement and the Act.

(i) Establish a record date with respect to all actions to be taken hereunder that require a record date to be established.

(j) Establish or set aside any reserve or reserves for contingencies and for any other proper Company purpose.

(k) Redeem, repurchase, or exchange, on behalf of the Company, Interests that may be so redeemed, repurchased, or exchanged.

(l) Hire and terminate employment of attorneys, accountants, and such employees, consultants, independent contractors, or agents as the Manager deems necessary or desirable for the management and operation of the Company, including, without limitation, any Member.

(m) Incur and pay all expenses and obligations incident to the operation and management of the Company, including, without limitation, the services referred to in the preceding paragraph, taxes, interest, travel, rent, insurance, supplies, and salaries and wages of the Company's employees and agents, including compensation to service providers who are also Members.

(n) Acquire and enter into any contract of insurance necessary or desirable for the protection or conservation of the Company and its assets or otherwise in the interest of the Company as the Managers shall determine.

(o) Open accounts and deposit, maintain, and withdraw funds in the name of the Company in banks, savings and loan associations, brokerage firms, or other financial institutions.

(p) Effect a dissolution of the Company and act as liquidating trustee or the person winding up the Company's affairs, all in accordance with the provisions of this Agreement and the Act.

(q) Bring, defend, arbitrate, prosecute, or compromise on behalf of the Company actions and proceedings at law or equity before any court or governmental, administrative, or other regulatory agency, body, or commission or otherwise.

(r) Prepare and cause to be prepared reports, statements, and other relevant

2022-418

information for distribution to Members as may be required or determined to be necessary or desirable by the Managers from time to time.

(s) Prepare and file all necessary returns and statements and pay all taxes, charges, assessments, and other impositions applicable with respect to the Company or its income or assets, and to act as the Tax Matters Partner as defined in the Internal Revenue Code.

(t) Delegate to any person or committees of persons any right, power, authority, and/or duty of the Managers;

(u) Prosecute, protest, defend, and/or protect all proprietary rights (including all trade names, trademarks, and service marks, and all licenses and permits and applications with respect thereto) of the Company and all rights of the Company in connection therewith;

(v) Execute and deliver, for and on behalf of the Company, promissory notes, evidences of indebtedness, agreements, assignments, deeds, leases, loan agreements, mortgages, and other security instruments, in each case as the Managers deem necessary or appropriate for the objects and purposes of the Company, and

(w) Execute all other documents or instruments, perform all duties and powers, and do all things for and on behalf of the Company in all matters necessary or desirable or incidental to the foregoing.

The express grant of any power or authority in this Agreement to the Managers shall not in any way limit or exclude any other power or authority of the Managers that is not specifically or expressly set forth in this Agreement.

3.2 Reliance by Third Parties. Persons dealing with the Company are entitled to rely conclusively on any grant of any power or authority to the Manager under this Agreement.

3.3 No Management by Members Not Managers. Except as otherwise stated in this Agreement or required under the Act, no Member other than a Manager shall take part in the day-to-day management, operation, or control of the business or affairs of the Company, and no Member other than a Manager shall be an agent of the Company or have any right, power, or authority to transact any business in the name of the Company or to act for or on behalf of or to bind the Company.

3.4 Business Transactions of a Manager with the Company. Except as otherwise stated in this Agreement or required under the Act, the Managers may lend money to, borrow money from, act as surety, guarantor, or endorser for, guarantee or assume one or more obligations of, provide collateral for, and transact other business

2026-418

with the Company, and subject to applicable law, shall have the same rights and obligations with respect to any such matter as a person who is not a Member.

3.5 **Tenure of Managers.** Each Manager shall retain his or her status as such and authority as a Manager until he or she ceases to be a Member of the Company or shall voluntarily resign as a Member in accordance with the provisions of this Agreement and thereby resigns as a Manager.

3.6 **Exculpation from Liability for Certain Acts.** No Manager shall be liable to the Company or any other Member for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Manager in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Manager by this Agreement. A Manager shall be fully protected in relying in good faith on the records of the Company and on such information, opinions, reports or statements presented to the Company by any person as to matters the Manager reasonably believes are within such other person's profession or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

3.7 **Indemnification of Managers.** The Company may indemnify and defend each Manager against and hold each Manager harmless from any losses, judgments, liabilities and expenses (including reasonable attorneys' fees) incurred by such Manager by reason of any act or omission (other than any act or omission constituting willful misconduct or gross negligence) performed or omitted in good faith on behalf of the Company and in a manner reasonably believed by such Manager to be within the scope of the authority of such Manager.

3.8 **Resignation and Withdrawal.** Any Manager may resign from the position of Manager at any time by giving written notice to the other Members of the Company. The resigning Manager shall cease to be a Manager upon receipt of the notice of such resignation or, if later, at such time as may be specified in such notice. Upon the Withdrawal of any Manager, such Manager shall be treated as having resigned as of the date of Withdrawal and shall automatically cease to be a Manager as of the date of such Withdrawal. Except in the case of resignation by reason of Withdrawal, the resignation of a Manager shall not affect such Member's rights as a Member and shall not constitute a Withdrawal of such Member.

3.9 **Compensation of Managers.** Unless and until revised by a majority vote of all of the Members, the Manager, in the capacity as Manager, shall be entitled to reasonable compensation and shall also be reimbursed for all reasonable expenses incurred on behalf of the Company.

3.10 **Other Businesses.** Each Member agrees and acknowledges that the business

2026-418

of the Company is not the primary or sole business of any Member, and each Member is permitted to engage in any other business, without offering rights of participation to the Company or any Member, even if such business may be deemed to be competitive with the business of the Company.

ARTICLE IV
RIGHTS AND OBLIGATIONS OF MEMBERS

4.1 Limitation of Liability. Each Member's liability shall be limited as set forth in this Operating Agreement, the Act, or other applicable law.

4.2 List of Members. Upon the written request of any Member, the Company shall provide a list showing the names, addresses and Membership Interests of all Members.

4.3 Company Books. The Manager shall maintain and preserve, during the term of the Company, the accounts, books, and other relevant Company documents. Upon reasonable written request, each Member shall have the right, at any time during ordinary business hours, to inspect and copy, at the requesting Member's expense, the Company documents identified in Section 1-40 of the Act, and such other documents as may be deemed appropriate.

4.4 Liability of a Member to the Company. A Member who receives a distribution or the return in whole or in part of his contribution is liable to the Company only to the extent provided by the Act.

ARTICLE V
MEETINGS OF VOTING MEMBERS

5.1 Place of Meetings. All meetings of Voting Members shall take place at 1401 Woods Farm Lane, Springfield, Illinois. The Voting Members are authorized to designate, from time to time, a place or places other than that specified above as the place for meetings of the Voting Members. Voting Members may participate in and act at any meeting through the use of telephone or other communications equipment.

5.2 Annual Meetings. Voting Members may, but are not required to, have an annual meeting upon the agreement of a majority of the Voting Rights in the Company. At the annual meeting, Voting Members shall consider reports of the affairs of the Company and transact any other business that shall come before the meeting.

5.3 Special Meetings. Any Voting Member may call a special meeting by giving at least ten days written notice to all other Voting Members. The Notice must specify the date, time, and place of the special meeting and the purpose for calling the meeting. Notice of the meeting shall be delivered personally to the Voting Members or sent to each Voting Member by U.S. mail or facsimile machine at the Voting Member's address as shown on the records of the Company. For mailed notice, the notice must be

2026-418

deposited in the U.S. mail at least fourteen days before the time the meeting is held.

5.4 Meeting of All Voting Members. If all of the Voting Members shall meet at any time and place, either within or outside of the State of Illinois, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

5.5 Voting Rights. All Members, other than Initial Members and Permitted Transferees, must be admitted as Voting Members of the Company as provided in paragraph 5.8(e) of this Agreement prior to being entitled to exercise Voting Rights or to otherwise participate in the management of the Company. A Voting Member's "Voting Rights" shall be the percentage determined by dividing a Voting Member's Percentage Interest by the total Percentage Interests for all Voting Members entitled to vote on the matter (collectively being "Voting Rights in the Company"). As of the date of this Agreement, the respective Voting Rights of the Members are as set forth in Exhibit A hereto.

5.6 Quorum. At all meetings of the Voting Members, a majority of the Voting Rights in the Company shall be necessary and sufficient to constitute a quorum for the transaction of business.

5.7 Manner of Acting. If a quorum is present, the affirmative vote of a majority of the Voting Rights in the Company shall be the act of the Company, unless a vote of a greater or lesser proportion or number is otherwise required by the Act, the Articles of Organization or by this Agreement.

5.8 Consent to Operations. The following actions shall require the unanimous concurrence of the Voting Rights of the Members:

(a) The removal of a Manager of the Company or the election of one or more Managers;

(b) The purchase of a Member's interest in the Company pursuant to the provisions hereof;

(c) Dissolution of the Company;

(d) The making of additional Capital Contributions;

(e) The admission of Voting Members to the Company; and

(f) The amendment of this Operating Agreement.

5.9 Record Date. Only persons whose names are listed as Voting Members in the official records of the Company fourteen days before any meeting of the Voting

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Members shall be entitled to notice of or to vote at that meeting.

5.10 Proxies. At all meetings, a Voting Member may vote in person or by proxy executed in writing by the Voting Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Company before or at the time of the meeting.

5.11 Action by Voting Members Without a Meeting. Action required or permitted to be taken at a meeting of Voting Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken and signed by each Voting Member entitled to vote. Action taken under this paragraph is effective when all Voting Members entitled to vote have signed the consent, unless the consent specifies a different effective date.

5.12 Waiver of Notice. When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE VI
FINANCIAL MATTERS

6.1 Capital Contributions.

(a) The capital contributions of Members may be in the form of cash or property, or a promissory note or other obligation to contribute cash or property. A Member shall be obligated to perform a written promise signed by the Member to contribute to the Company even if the Member is unable to perform because of death, disability, or for any other reason.

(b) An individual capital account shall be established and maintained for each Member who shall receive a Membership interest in the Company and shall be credited with the amount of his capital contributions to the Company from time to time.

(c) The capital contributions of the Members to the Company are set forth opposite their respective names on Exhibit A attached hereto and made a part hereof.

(d) No Member shall receive any interest with respect to his capital contributions or his capital account.

(e) No Member has the right to demand a return of his capital contributions or to otherwise withdraw from the Company or liquidate his interest in the Company except upon liquidation of the Company.

6.2 Allocation of Profits and Losses. The profits and losses of the Company shall

2026-418

be allocated to each Member in an amount equal to the amount of profits or losses for such period multiplied by such Member's percentage interest in the Company as of the end of the period for which the allocation is being made. A Member's interest in the Company means the entire ownership interest of a Member in the Company. As of the date of this Operating Agreement the interests are as follows:

Joseph Frisina	50.00%
Barbara K. Frisina	50.00%

The terms profits and losses shall mean the net profits and net losses of the Company as determined for Federal Income tax purposes by a certified public accountant servicing the Company.

ARTICLE VII
DISTRIBUTIONS

7.1 Distribution of Cash Flow. The Manager or the Voting Members by a two-thirds (2/3) vote of the Voting Rights in the Company, may distribute each fiscal year all or any part of the cash flow, if any, determined for such fiscal year. The cash flow will be determined separately for each fiscal year and not cumulatively. All distributions shall be pro rata to the Members in the percentage in which each Member shares profits. The term "cash flow" shall mean the net profits and losses of the Company as defined in above paragraph 6.2, plus (i) depreciation and other non-cash charges deducted in determining such net profits and losses, (ii) the net proceeds from any refinancing of the Company's mortgages, and (iii) the net proceeds from the sale of any of the Company's assets, minus (i) principal payments on all mortgages, (ii) any other cash expenditures which have not been deducted in determining the profits and losses of the Company, and (iii) any amount reasonably required to maintain sufficient working capital and a reasonable reserve for depreciation and losses.

7.2 Income Accounts. A separate income account shall be maintained for each Member. Company profits and losses shall be charged or credited to the separate income account of each Member. If a Member has no credit balance in his income account, losses shall be charged to his capital account.

7.3 Form of Distribution. A Member shall have no right to demand and receive a distribution in any form other than cash.

7.4 Limitation on Distributions. If, at the time a distribution is to be made, the Company has creditors, the distribution shall not be made if, after giving it effect, either (i) the Company would be insolvent or (ii) the net assets of the Company would be less than zero. The effect of a distribution shall be measured as of the earlier of (i) the date money or other property is transferred or debt incurred by the Company for the distribution or (ii) the date Members cease to be Members. In determining whether the distribution may be made, the Members authorizing the distribution may rely in good

2026-418

ıith on a balance sheet and profit and loss statement represented to be correct by the ıerson having charge of the Company's books of account or certified by an independent ɔublic or certified public accountant or firm to fairly reflect the financial condition of the Company.

ARTICLE VIII
TRANSFERABILITY

8.1 Permitted Transfers During Life. During the life of a Voting Member, the Voting Member may transfer all or any part of his or her Membership interest by gift, sale, or other transfer, either in trust or outright, to or for the benefit of his spouse, and/or any of his descendants, including his step-children and any descendant whose relationship to the Voting Member is created by birth or adoption (a "Permitted Transferee"). Thereafter, the Permitted Transferee shall become a Voting Member with all the interests, rights and duties previously held by the transferor without the requirement for further action by the Voting Members.

8.2 Prohibited Transfers During Life. During the life of a Member, the Member shall not pledge, cause a lien to be placed against or encumber his Membership interest in any way. Except as otherwise provided in paragraph 8.1 above, a Member shall not sell or in any other way transfer his Membership interest during his lifetime without first offering such interest for sale to the Company by a writing addressed and delivered to the principal place of business of the Company. The notice shall set forth the proposed sale price and terms of sale. Thereupon, the Company shall have a period of thirty (30) days to notify the selling Member of its intention to purchase the interest offered for sale pursuant to the terms of that offer. If the Company timely elects to purchase the selling Member's interest (which election shall be made by the affirmative vote of Voting Members holding membership interests representing a majority of the book value of all the Voting Membership interests other than the selling Member's interest), then within 45 days after receipt by the Company of such offer to sell, the Company shall purchase said interest at the price and upon the terms at which said interest is offered for sale. If the interest is not purchased by the Company within said 45 day period, then during the six-month period thereafter the offering Member may sell his Membership interest so offered for sale to any person whomsoever, provided, however, that said interest shall not be sold at a lower price or on more favorable terms than the price and terms set forth in the notice sent by the Member in accordance with this paragraph 8.2 without first re-offering said interest for purchase by the Company in accordance with this paragraph 8.2. If the offering Member does not sell his Membership interest within the six-month period, he shall thereafter not sell or in any other way transfer (except as provided in paragraph 8.1 hereof) such interest without first re-offering such interest for sale to the Company in the manner set forth in this paragraph 8.2.

8.3 Transfers at Death of a Member.

(a) After the death of a Member, the income accounts of all the Members

2026-418

shall be updated by charging or crediting thereto all profits and losses of the Company during the period beginning on the later to have occurred of (i) with respect to the Company's fiscal year (ii) January 1 of the Company's then current fiscal year, or (iii) the date as of which such accounts were last updated by reason of a Member's death, and ending on the last day of the month in which the Member's death occurred. Thereafter, the decedent's proportionate share of the cash flow of the Company shall be paid to his estate.

(b) After the death of a Member, the decedent's estate, by its fiduciary (and the beneficiary and/or beneficiaries of the Membership interest from the estate), shall possess the interests, rights and duties previously held by the decedent subject to the provisions of paragraph 8.5 hereof and this Agreement.

8.4 Option to Purchase Interest of Non-Voting Members. The Company and the Voting Members shall have the option, but not the obligation, to purchase and the Non-Voting Member shall, if the option is exercised, be obligated to sell his or her entire Percentage Interest in accordance with the provisions of this Operating Agreement for its appraised value based upon an appraisal obtained by the Company. This option to purchase may be exercised at any time by written notice to the Company and Members of the intent to exercise this option. This notice shall serve as the Notice required pursuant to paragraph 8.2 of this Agreement.

8.5 Rights of Transferee. Unless already a Voting Member of the Company or a Permitted Transferee, the purchaser of the offered interest shall be the holder of a Distributional Interest only, unless the purchaser is admitted as a Voting Member pursuant to paragraph 5.8(e) of this Agreement. If the offered interest of a deceased Member is not transferred to a Permitted Transferee or purchased by the Company, the non-selling Voting Member(s), then the offered interest shall be transferred pursuant to the terms and provisions of the deceased Member's will or other governing instrument with the recipient(s) thereof becoming holders of Distributional Interests only, unless they are admitted as a Voting Member pursuant to paragraph 5.8(e) of this Agreement.

ARTICLE IX
TERMINATION

9.1 Termination. The Company shall be terminated and dissolved upon the unanimous vote of the Voting Rights in the Company. Upon the termination of the Company as herein provided, a full and general accounting shall be taken of the Company business and the affairs of the Company shall be wound up. Any profits or losses incurred since the previous accounting shall be allocated to the Members in accordance with Article VI hereof. The cash flow of the Company shall then be determined for the period since the previous accounting and distributed in accordance with Article VII hereof.

9.2 Liquidation. The Voting Members shall wind up and liquidate the Company by

2026-418

elling the Company's assets and after the payment of the Company's liabilities, expenses and fees incurred in connection with such liquidation, distributing the net proceeds therefrom, in cash to the Members in proportion to their capital interests in the Company.

ARTICLE X
MISCELLANEOUS

10.1 Notices. All notices, consents and other instruments hereunder shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, and shall be directed to the parties hereto at the addresses hereinabove set forth or at such new addresses as may be established by them from time to time.

10.2 Binding Effect. This Operating Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective next-of-kin, legatees, administrators, executors, legal representatives, successors and permitted assigns.

Joseph Frisina, Trustee, Member

Barbara K. Frisina, Trustee, Member

2026-418

EXHIBIT A

CAPITAL CONTRIBUTIONS OF MEMBERS

	Amount of Contribution	Percentage Interest	Voting Rights
Joseph Frisina Trust			
Cash	$0.00		
Real Estate*	$0.00		
Total Contribution	$0.00	50%	50%
Barbara K. Frisina Trust			
Cash	$0.00		
Real Estate*	$0.00		
Total Contribution	$0.00	50%	50%
TOTAL CONTRIBUTIONS	$0.00	100.0%	

Owner	Frisina Rentals, LLC
Address	800 S. Walnut Street
	Springfield, IL 62704
Route	FAU 7984 (Lawrence Avenue)
County	Sangamon
Parcel No.	Lawrence 07
P.I.N. No.	14-33.0-401-001
Section	20-00494-00-SP
Project No.	Lawrence Avenue

TEMPORARY CONSTRUCTION EASEMENT
(Limited Liability Company)

Frisina Rentals, LLC, a limited liability company organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of Two Thousand and No/100 Dollars ($2,000.00), receipt of which is hereby acknowledged, represents that Grantor owns the fee simple title to, and grants and conveys to the City of Springfield, (Grantee), a temporary construction easement for the purpose of grading, sidewalk and for work area along the new right of way and for other highway purposes, on, over, and through the following described real estate:

Part of the North 57 feet of Lots 5 and 6 in Block 2 of Mrs. Ulrich's Addition to the City of Springfield located in the Northwest Quarter of the Southeast Quarter of Section 33, Township 16 North, Range 5 West of the Third Principal Meridian, as per plat recorded in Book 7 on page 78 of the records in the Recorder's Office of Sangamon County, situated in Sangamon County, Illinois, and more particularly described as follows:

Beginning at the Northwest corner of said Lot 5; thence North 89 degrees 03 minutes 09 seconds East (Bearings are based on Illinois State Plane Coordinate System – West Zone NAD 83 (2011)), along the North line of said Lot 5, a distance of 8.37 feet; thence South 0 degrees 48 minutes 56 seconds East, a distance of 17.14 feet; thence South 89 degrees 11 minutes 04 seconds West, a distance of 8.38 feet to a point on the West line of said Lot 5; thence North 0 degrees 47 minutes 11 seconds West, along the West line of said Lot 5, a distance of 17.12 feet to the Point of Beginning.

Said parcel herein described contains 143 square feet or 0.003 acres, more or less.

and

Part of the North 57 feet of Lots 5 and 6 in Block 2 of Mrs. Ulrich's Addition to the City of Springfield located in the Northwest Quarter of the Southeast Quarter of Section 33, Township 16 North, Range 5 West of the Third Principal Meridian, as per plat recorded in Book 7 on page 78 of the records in the Recorder's Office of Sangamon County, situated in Sangamon County, Illinois, and more particularly described as follows:

Commencing at the Northeast corner of said Lot 6; thence South 89 degrees 03 minutes 09 seconds West (Bearings are based on Illinois State Plane Coordinate System – West Zone NAD 83 (2011)), along the North line of said Lot 6, a distance of 94.71 feet to the Point of Beginning.

From said Point of Beginning; thence South 0 degrees 35 minutes 56 seconds West, a

2026-418

distance of 13.11 feet; thence North 89 degrees 24 minutes 04 seconds West, a distance of 17.00 feet; thence North 0 degrees 35 minutes 56 seconds East, a distance of 12.65 feet to a point on the North line of said Lot 5; thence North 89 degrees 03 minutes 09 seconds East, along the North line of said Lot 5 and Lot 6, a distance of 17.01 feet to the Point of Beginning.

Said parcel herein described contains 219 square feet or 0.005 acres, more or less.

The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate two years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and to access Grantor's remaining property, except as herein expressly granted; provided however, that Grantors use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

Unless otherwise provided in its operating agreement or in a Statement of Authority filed with the Illinois Secretary of State, this temporary construction easement is made, executed and delivered pursuant to a resolution duly adopted at a meeting of the members of said limited liability company held on the 21st day of August, 2026

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

This grant shall constitute a covenant, which runs with the land in favor of the Grantee, its successors and assigns, and shall be binding upon the heirs, executors, legal representatives, successors and assigns of Grantor.

Dated this 21st day of August, 2026.

By: Frisina Rentals, LLC

Joseph Frisina, Manager

Barbara K. Frisina, Manager

State of Illinois)
) ss
County of Sangamon)

I hereby certify that on this 21st day of August, 2026 this instrument was acknowledged before me in person by Joseph Frisina, Manager and Barbara K. Frisina, Manager, of Frisina Rentals, LLC.

(SEAL)
OFFICIAL SEAL
TODD J HALFMAN
Commission No. 607579
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires October 15 2028

Notary Public

My Commission Expires: 10-15-28

This instrument was prepared by and after recording return to:

City of Springfield
City Surveyor
Room 203, Municipal Center West
300 South Seventh Street
Springfield, IL 62701
Phone: (217)789-2216

2026-418

Owner	Frisina Rentals, LLC
Address	800 South Walnut Springfield, IL 62704
Route	FAU 7984 (Lawrence Avenue)
Section	20-00494-00SP
County	Sangamon
Parcel No.	Lawrence 07
P.I.N. No.	14-33.0-401-001

ADMINISTRATIVE DOCUMENTATION

The property is a 0.0262 acre (11,400 s.f.) improved property presently used for a residence, and an offer was presented to the owner in the amount of the approved waiver valuation for the interest required for the project.

ORIGINAL OFFER:

$300.00 0.008 acre (362 s.f.) in Temporary Easement

$300.00 Total Compensation

The property owners presented a counter-offer of $2,000 to settle the acquisition, based on their opinion that the easement area is worth more than the original offer amount.

The increased compensation to be paid is reasonable and in the public interest, and it facilitates acquisition by agreement to expedite acquisition and settle this parcel.

Therefore, in accordance with Section 3.01-2 (Administrative Settlements) of the Illinois Department of Transportation Land Acquisition Policies and Procedures Manual, the settlement amount of $2,000.00 is approved.

REVISED COMPENSATION:

$2,000.00 0.008 Acre (362 s.f.) in Temporary Easement

$2,000.00 Total Compensation

City of Springfield

Jeff Egizii

Print name

8/28/26

Date

2026-418

ORDINANCE FACT SHEET

REQUEST FORM NO: 26-60
DATE OF 1ST READING: 9/15/26

OFFICE REQUESTING: Public Works
CONTACT PERSON: T.J. Heavisides
PHONE NUMBER: 789-2255

EMERGENCY PASSAGE: No [X] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE: Real Estate
FISCAL IMPACT: $ 2,000.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE PURCHASE OF A TEMPORARY EASEMENT BETWEEN THE CITY OF SPRINGFIELD AND FRISINA RENTALS, LLC IN AN AMOUNT NOT TO EXCEED $2,000.00 FOR THE OFFICE OF PUBLIC WORKS.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

affidavit of title
Administrative Settlement
Operating Agreement
Signed Temporary Easement

CONTRACTOR / VENDOR NAME: Frisina Rentals, LLC **VENDOR NO:**

CONTRACT TERM: completion **CONTRACT #** **Change in Scope** Yes [ ] No [X]

CONTRACT AMOUNT: $2,000.00 (Original amount if change order) | **Change Order #** | **Additional Amount**

Method of Purchase (check one) **Previous Ord #s**

[ ] Low Bid [ ] Other: **Is Purchasing Agent approval required?** No [ ] Yes [X]
[ ] Low Bid Meeting Specs [ ] Exception: **Is Purchasing Agent approval attached?** No [ ] Yes [X]
[ ] Low Evaluated Bid **Code Provision:**

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	2301	$ 2,000.00
2						
3						
4						

FUNDS CHECK BY: Date: 08-28-2026
DIRECTOR / SUPERVISOR SIGNATURE Date: 8/27/26
CITY PURCHASING AGENT: Date: 8/28/2026

COMMENTS

This ordinance is for the purchase of a temporary construction easement at 800 S. Walnut St. The purchase of said real easement is for public purposes, specifically associated with the intersection improvements on Lawrence Avenue at MacArthur Blvd and Walnut St.

SIGN OFF:

(Mayor's Signature)

8/28/26
(Director of OBM)

The information supplied on this form is not confidential information.

2026-419

AN ORDINANCE AUTHORIZING ACCEPTANCE OF RIGHT-OF-WAY FOR BRADFORDTON ROAD, LOCATED ON THE NORTH SIDE OF WABASH AVENUE AND WEST OF HAMLIN PARKWAY, FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City is desirous of obtaining right-of-way for Bradfordton Road that is approximately 1,231 feet; and

WHEREAS, the right-of-way is being conveyed from Memorial Medical Center, Southern Illinois University, and Jacob C. Hermes Farms, Inc. to the City of Springfield.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: The City Council hereby approves and authorizes obtaining a right-of-way from Memorial Medical Center, Southern Illinois University, and Jacob C. Hermes Farms, Inc. for Bradfordton Road, located on the North side of Wabash Avenue and West of Hamlin Parkway, with the Office of Public Works. The Mayor and City Clerk authorized to execute the acceptance on behalf of the City of Springfield.

Section 2: That this ordinance shall become effective immediately after its passage and recording by the City Clerk:

PASSED: _____, 2026

RECORDED: _____, 2026

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Requested by: Mayor Misty Buscher

SIGNED: _____, 2026

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

9-4-26
_____
Office of Corporation Counsel/Date

2026-419

2026-419

OWNER: JACOB C. HERMES FARMS INC., et.al.
5152 PEC ROAD
SPRINGFIELD, ILLINOIS 62711

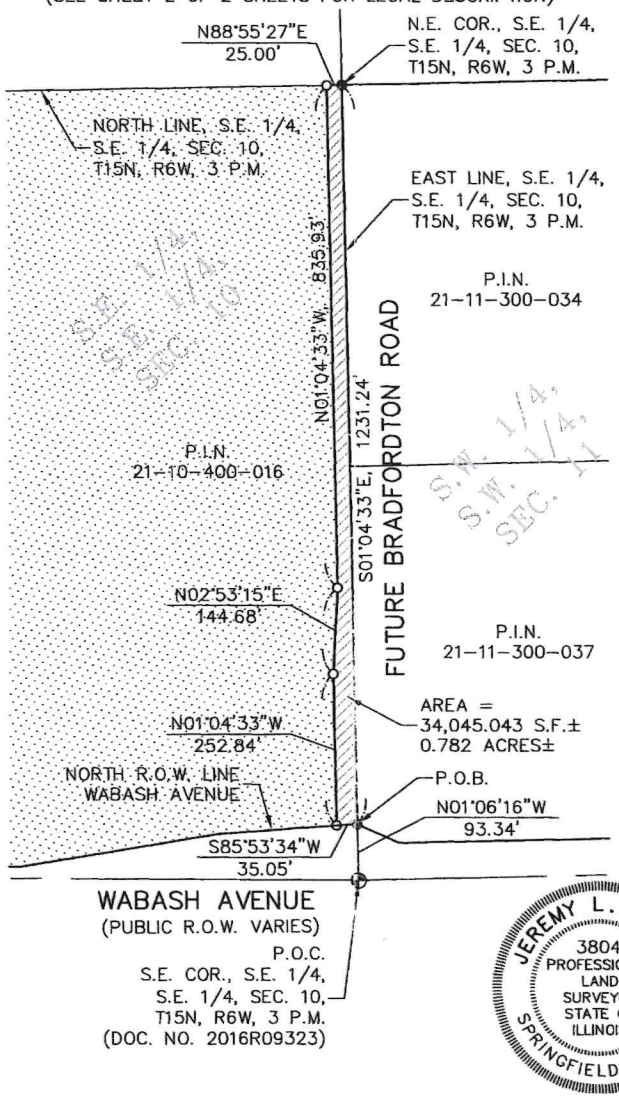
CURRAN TOWNSHIP

PART OF P.I.N. 21-10-400-016

PLAT OF RIGHT OF WAY

BRADFORDTON ROAD
PART OF THE SE 1/4, SE, 1/4,
SEC. 10, T15N, R6W, 3RD P.M.

(SEE SHEET 2 OF 2 SHEETS FOR LEGAL DESCRIPTION)



The undersigned is the owner of the real estate shown and described on this plat of survey and does hereby convey in fee simple the right of way as shown to The City of Springfield.

Owner: JACOB C. HERMES FARMS, INC.

Attest: Jacob C Hermes

Its President

Date Signed: 07/24/2026

Vicki Jo Rowden

VICKI JO ROWDEN
OFFICIAL SEAL
Notary Public - State of Illinois
Commission No. 501600
My Commission Expires February 01, 2028

JEREMY L. SMITH
3804
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
SPRINGFIELD, ILLINOIS

MEC
MARTIN ENGINEERING COMPANY of Illinois
CONSULTING ENGINEERS/LAND SURVEYORS
(ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004556)
3695 SOUTH 6TH STREET FRONTAGE ROAD WEST, SPRINGFIELD, ILLINOIS 62703
Phone : (217) 698-8900, Fax : (217) 698-8922, E-Mail : mecmail@martinengineeringco.com

200' 100' 0 200'

SCALE : 1" = 200'

DATE: JULY 15, 2026

LEGEND

- o – SET 5/8" IRON PIN
- ⊕ – FOUND SURVEY MARKER
- ● – FOUND IRON PIN
- – SUBJECT PROPERTY
- – RIGHT OF WAY BEING CONVEYED

FIELD WORK COMPLETED JULY, 2026.

BASIS OF BEARING IS THE ILLINOIS STATE PLANE COORDINATE SYSTEM. (NAD 83 – ILLINOIS WEST ZONE, U.S. SURVEY FEET.)

NO PART OF THIS PLAT IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, PER MAP NUMBER 17167C0240F, (EFFECTIVE DATE: AUGUST 2, 2007).

"THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY."

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

I HEREBY CERTIFY THAT, IN THE MONTH OF JULY, 2026, I MADE A SURVEY OF THE ABOVE DESCRIBED PROPERTY AND THE FOREGOING PLAT REPRESENTS THE RESULTS OF SAID SURVEY.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3804

DATE SIGNED : JULY 15, 2026

LICENSE EXP. DATE : NOV. 30, 2026

G:\jobs\2022\22031\SURVEY\V-PLAT-BRADROW-WEST.dwg, PLAT

CAPITAL TOWNSHIP

PART OF P.I.N. 21-10-400-016

MEC
MARTIN ENGINEERING COMPANY of Illinois
CONSULTING ENGINEERS/LAND SURVEYORS
(ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004556)
3695 SOUTH 6TH STREET FRONTAGE ROAD WEST, SPRINGFIELD, ILLINOIS 62703
Phone : (217) 698-8900, Fax : (217) 698-8922, E-Mail : mecmail@martinengineeringco.com

LEGAL DESCRIPTION

Part of the Southeast Quarter of the Southeast Quarter of Section 10, Township 15 North, Range 6 West of the Third Principal Meridian, Springfield, Sangamon County, Illinois, more particularly described as follows:

Commencing at a Survey Marker found at the Southeast corner of said Southeast Quarter of the Southeast Quarter of Section 10; thence North 01 degrees 06 minutes 16 seconds West on the East line of said Southeast Quarter, a distance of 93.34 feet to an iron pin found on the North right of way line of Wabash Avenue, being the point of beginning.

From said point of beginning; thence South 85 degrees 53 minutes 34 seconds West on said North right of way line, a distance of 35.05 feet to an iron pin set; thence North 01 degrees 04 minutes 33 seconds West, a distance of 252.84 feet to an iron pin set; thence North 02 degrees 53 minutes 15 seconds East, a distance of 144.68 feet to an iron pin set; thence North 01 degrees 04 minutes 33 seconds West, a distance of 835.93 feet to an iron pin set on the North line of said Southeast Quarter of the Southeast Quarter; thence North 88 degrees 55 minutes 27 seconds East on said North line, a distance of 25.00 feet to an iron pin found at the Northeast corner of said Southeast Quarter of the Southeast Quarter of Section 10; thence South 01 degrees 04 minutes 33 seconds East on the East line of said Southeast Quarter, a distance of 1231.24 feet to the point of beginning. Containing 34,045.043 square feet (0.782 acres), more or less.

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2026-419

2026-4179

OWNER: BOARD OF TRUSTEES OF
SOUTHERN ILLINOIS UNIVERSITY
c/o SIU SCHOOL OF MEDICINE
801 NORTH RUTLEDGE STREET
SPRINGFIELD, ILLINOIS 62702

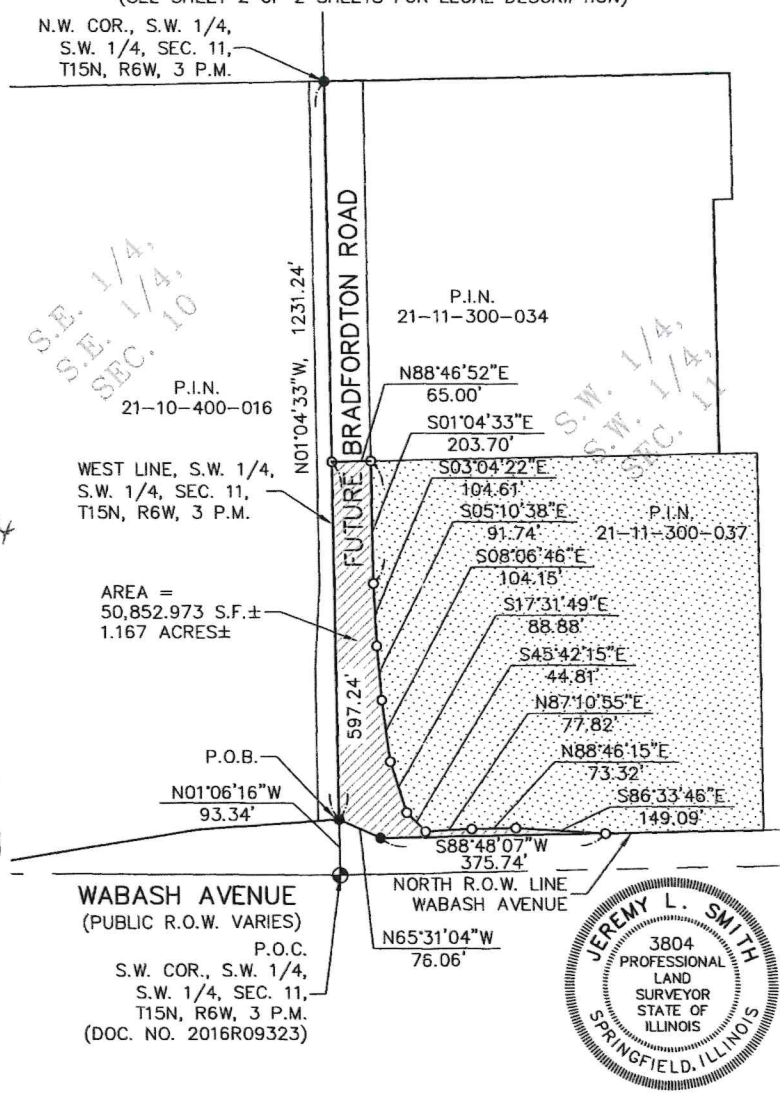
CAPITAL TOWNSHIP

PART OF P.I.N. 21-11-300-037

PLAT OF RIGHT OF WAY

BRADFORDTON ROAD
PART OF THE SW 1/4, SW, 1/4,
SEC. 11, T15N, R6W, 3RD P.M.

(SEE SHEET 2 OF 2 SHEETS FOR LEGAL DESCRIPTION)



The undersigned is the owner of the real estate shown and described on this plat of survey and does hereby convey in fee simple the right of way as shown to The City of Springfield.

Owner: Daniel Mahony by Shannon Reed *

Attest: Sara Neuger

Its * see below

Date Signed: 8/6/2026

SARA NEUGER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
August 24, 2026

* Daniel Mahony by Shannon Reed
President of Southern Illinois University /
Director of Procurement Services, SIU-SOM

MEC
MARTIN ENGINEERING COMPANY of Illinois
CONSULTING ENGINEERS/LAND SURVEYORS
(ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004556)
3695 SOUTH 6TH STREET FRONTAGE ROAD WEST, SPRINGFIELD, ILLINOIS 62703
Phone : (217) 698-8900, Fax : (217) 698-8922, E-Mail : mecmail@martinengineeringco.com

200' 100' 0 200'

SCALE : 1" = 200'

DATE: JULY 15, 2026

LEGEND

- o – SET 5/8" IRON PIN
- ⊕ – FOUND SURVEY MARKER
- ● – FOUND IRON PIN
- – SUBJECT PROPERTY
- – RIGHT OF WAY BEING CONVEYED

FIELD WORK COMPLETED JULY, 2026.

BASIS OF BEARING IS THE ILLINOIS STATE PLANE COORDINATE SYSTEM. (NAD 83 – ILLINOIS WEST ZONE, U.S. SURVEY FEET.)

NO PART OF THIS PLAT IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, PER MAP NUMBER 17167C0240F, (EFFECTIVE DATE: AUGUST 2, 2007).

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I HEREBY CERTIFY THAT, IN THE MONTH OF JULY, 2026, I MADE A SURVEY OF THE ABOVE DESCRIBED PROPERTY AND THE FOREGOING PLAT REPRESENTS THE RESULTS OF SAID SURVEY.

JEREMY L. SMITH
3804
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
SPRINGFIELD, ILLINOIS

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3804

DATE SIGNED : JULY 15, 2026

LICENSE EXP. DATE : NOV. 30, 2026

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CAPITAL TOWNSHIP

PART OF P.I.N. 21-11-300-037

MEC
MARTIN ENGINEERING COMPANY of Illinois
CONSULTING ENGINEERS/LAND SURVEYORS
(ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004556)
3695 SOUTH 6TH STREET FRONTAGE ROAD WEST, SPRINGFIELD, ILLINOIS 62703
Phone : (217) 698-8900, Fax : (217) 698-8922, E-Mail : mecmail@martinengineeringco.com

LEGAL DESCRIPTION

Part of the Southwest Quarter of the Southwest Quarter of Section 11, Township 15 North, Range 6 West of the Third Principal Meridian, Springfield, Sangamon County, Illinois, more particularly described as follows:

Commencing at a Survey Marker found at the Southwest corner of said Southwest Quarter of the Southwest Quarter of Section 11; thence North 01 degrees 06 minutes 16 seconds West on the West line of said Southwest Quarter, a distance of 93.34 feet to an iron pin found on the North right of way line of Wabash Avenue, being the point of beginning.

From said point of beginning; thence North 01 degrees 04 minutes 33 seconds West on said West line of the Southwest Quarter of the Southwest Quarter, a distance of 597.24 feet to an iron pin set; thence North 88 degrees 46 minutes 52 seconds East, a distance of 65.00 feet to an iron pin set; thence South 01 degrees 04 minutes 33 seconds West, a distance of 203.70 feet to an iron pin set; thence South 03 degrees 04 minutes 22 seconds East, a distance of 104.61 feet to an iron pin set; thence South 05 degrees 10 minutes 38 seconds East, a distance of 91.74 feet to an iron pin set; thence South 08 degrees 06 minutes 46 seconds East; a distance of 104.15 feet at an iron pin set; thence South 17 degrees 31 minutes 49 seconds East; a distance of 88.88 feet at an iron pin set; thence South 45 degrees 42 minutes 15 seconds East; a distance of 44.81 feet at an iron pin set; thence North 87 degrees 10 minutes 55 seconds East; a distance of 77.82 feet at an iron pin set; thence North 88 degrees 46 minutes 15 seconds East; a distance of 73.32 feet at an iron pin set; thence South 86 degrees 33 minutes 46 seconds East; a distance of 149.09 feet at an iron pin set on the North right of way line of Wabash Avenue; thence South 88 degrees 48 minutes 07 seconds West on said North right of way line; a distance of 375.74 feet at an iron pin found; thence North 65 degrees 31 minutes 04 seconds West on said North right of way line; a distance of 76.06 feet to the point of beginning. Containing 50,852.973 square feet (1.167 acres), more or less.

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2026-419

2026-419

OWNER: MEMORIAL MEDICAL CENTER, D.B.A.
SPRINGFIELD MEMORIAL HOSPITAL
340 WEST MILLER STREET
SPRINGFIELD, ILLINOIS 62702

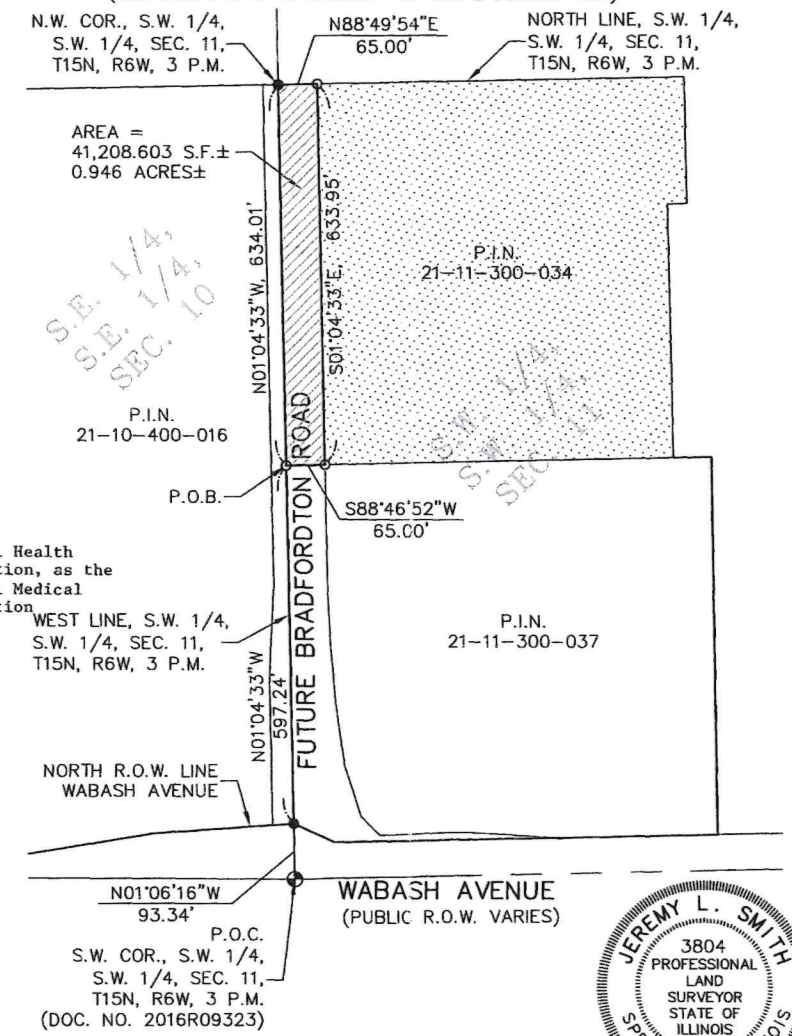
CAPITAL TOWNSHIP

PART OF P.I.N. 21-11-300-034

PLAT OF RIGHT OF WAY

BRADFORDTON ROAD
PART OF THE SW 1/4, SW, 1/4,
SEC. 11, T15N, R6W, 3RD P.M.

(SEE SHEET 2 OF 2 SHEETS FOR LEGAL DESCRIPTION)



The undersigned is the owner of the real estate shown and described on this plat of survey and does hereby convey in fee simple the right of way as shown to The City of Springfield.

Owner: Mandy C Eaton

Attest: Mandy C. Eaton, President & CEO of Memorial Health System, an Illinois not-for-profit corporation, as the Sole Member of the Property Owner, Memorial Medical Center, an Illinois not-for-profit corporation d/b/a Springfield Memorial Hospital

Its

Date Signed: 7/15/26

Vicki Jo Rowden

VICKI JO ROWDEN
OFFICIAL SEAL
Notary Public - State of Illinois
Commission No. 501600
My Commission Expires February 01, 2028

MEC
MARTIN ENGINEERING COMPANY of Illinois
CONSULTING ENGINEERS/LAND SURVEYORS
(ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004556)
3595 SOUTH 6TH STREET FRONTAGE ROAD WEST, SPRINGFIELD, ILLINOIS 62703
Phone : (217) 698-8900, Fax : (217) 698-8922, E-Mail : mecmail@martinengineeringco.com

200' 100' 0 200'

SCALE : 1" = 200'

DATE: JULY 15, 2026

LEGEND

- o – SET 5/8" IRON PIN
- ⊕ – FOUND SURVEY MARKER
- ● – FOUND IRON PIN
- ▭ – SUBJECT PROPERTY
- ▨ – RIGHT OF WAY BEING CONVEYED

FIELD WORK COMPLETED JULY, 2026.

BASIS OF BEARING IS THE ILLINOIS STATE PLANE COORDINATE SYSTEM. (NAD 83 – ILLINOIS WEST ZONE, U.S. SURVEY FEET.)

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I HEREBY CERTIFY THAT, IN THE MONTH OF JULY, 2026, I MADE A SURVEY OF THE ABOVE DESCRIBED PROPERTY AND THE FOREGOING PLAT REPRESENTS THE RESULTS OF SAID SURVEY.

JEREMY L. SMITH
3804
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
SPRINGFIELD, ILLINOIS

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3804

DATE SIGNED : JULY 15, 2026

LICENSE EXP. DATE : NOV. 30, 2026

SHEET 1 OF 2 SHEETS

G:\jobs\2022\22031\SURVEY\V-PLAT-BRADROW-EAST-N.dwg, PLAT

CAPITAL TOWNSHIP

PART OF P.I.N. 21-11-300-034

MEC
MARTIN ENGINEERING COMPANY of Illinois
CONSULTING ENGINEERS/LAND SURVEYORS
(ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004556)
3695 SOUTH 6TH STREET FRONTAGE ROAD WEST, SPRINGFIELD, ILLINOIS 62703
Phone : (217) 698-8900, Fax : (217) 698-8922, E-Mail : mecmail@martinengineeringco.com

LEGAL DESCRIPTION

Part of the Southwest Quarter of the Southwest Quarter of Section 11, Township 15 North, Range 6 West of the Third Principal Meridian, Springfield, Sangamon County, Illinois, more particularly described as follows:

Commencing at a Survey Marker found at the Southwest corner of said Southwest Quarter of the Southwest Quarter of Section 11; thence North 01 degrees 06 minutes 16 seconds West on the West line of said Southwest Quarter, a distance of 93.34 feet to an iron pin found on the North right of way line of Wabash Avenue; thence North 01 degrees 04 minutes 33 seconds West on said West line, a distance of 597.24 to an iron pin set at the point of beginning.

From said point of beginning; thence continuing North 01 degrees 04 minutes 33 seconds West on said West line, a distance of 634.01 feet to an iron pin found at the Northwest corner of said Southwest Quarter of the Southwest Quarter of Section 11; thence North 88 degrees 49 minutes 54 seconds East on the North line of said Southwest Quarter of the Southwest Quarter, a distance of 65.00 feet to an iron pin set; thence South 01 degrees 04 minutes 33 seconds East, a distance of 633.95 feet to an iron pin set; thence South 88 degrees 46 minutes 52 seconds West, a distance of 65.00 feet to the point of beginning. Containing 41,208.603 square feet (0.946 acres), more or less.

G: \jobs\2022\22031\SURVEY\V-PLAT-BRADROW-EAST-N.dwg, LEGAL

2026-419

ALTA COMMITMENT FOR TITLE INSURANCE

issued by:

CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

5271-2401145

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Michael J. Nolan
Authorized Officer or Agent

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN LAND TITLE ASSOCIATION

2026-419

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company 1043 S. Fifth St. Springfield, IL 62703 Main Phone: (217)789-9863 Email: springfield.il@ctt.com	Chicago Title and Trust Company 1043 S. Fifth St. Springfield, IL 62703 Main Phone: (217)789-9863 Main Fax: (217)789-9898

Order Number: 5271-2401145
Property Ref.: Farmland, IL

SCHEDULE A

1. Commitment Date: December 13, 2024
2. Policy to be issued:

   (a) ALTA Owner's Policy 2021
   Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
   Proposed Amount of Insurance: $15,000.00
   The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is:

   Fee Simple

4. The Title is, at the Commitment Date, vested in:

   JACOB C. HERMES FARMS, INC., an Illinois corporation, GEORGE B. HERMES FARMS, INC., an Illinois corporation and PATRICK J. HERMES FARMS, INC., an Illinois corporation

5. The Land is described as follows:

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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2026-419

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 21-10.0-400-016

The Southeast Quarter of the Southeast Quarter of Section 10, Township 15 North, Range 6 West of the Third Principal Meridian, except that portion thereof deeded for public road right-of-way purposes by Document #2013R35362 in the Office of the Sangamon County, Illinois Recorder of Deeds.

Except any interest in the coal, oil, gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

Situated in Sangamon County, Illinois.

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Name and Address of Title Insurance Company: Chicago Title Company
1043 S. Fifth St.
Springfield, IL 62703

SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

6. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.

7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.

8. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**

END OF SCHEDULE B, PART I

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2026-419

Name and Address of Title Insurance Company: Chicago Title Company
1043 S. Fifth St.
Springfield, IL 62703

SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exceptions

1. **Rights or claims of parties in possession not shown by Public Records.**

2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**

3. **Easements, or claims of easements, not shown by the Public Records.**

4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**

5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**

6. **We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.**

7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

8. Taxes for the year 2023 in the amount of $1,487.84 are paid.

   Tax I.D. No. 21-10.0-400-016

   Taxes for the year 2024 are not yet due or payable.

9. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

   Name of Corporation: JACOB C. HERMES FARMS, INC.

   a) A Copy of the corporation By-laws and Articles of Incorporation

   b) An original or certified copy of a resolution authorizing the transaction contemplated herein

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2026-419

SCHEDULE B, PART II - Exceptions
(continued)

c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent

d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

10. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: GEORGE B. HERMES FARMS, INC.

a) A Copy of the corporation By-laws and Articles of Incorporation

b) An original or certified copy of a resolution authorizing the transaction contemplated herein

c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent

d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

11. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: PATRICK J. HERMES FARMS, INC.

a) A Copy of the corporation By-laws and Articles of Incorporation

b) An original or certified copy of a resolution authorizing the transaction contemplated herein

c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent

d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

12. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes, together with utility rights therein

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2026-419

SCHEDULE B, PART II - Exceptions
(continued)

13. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.

14. Dedication recorded December 19, 1938 as Document No. 185416 to the People of the State of Illinois, for the purpose of a public highway.

15. Dedication recorded January 26, 1949 as Document No. 231153 to the People of the State of Illinois, for the purpose of a public highway.

16. Annexation to the Springfield Sanitary District recorded June 2, 1995 as Document No. 95-16942.

17. Sewer Easement (Special Assessment Project No. 98) recorded November 20, 1995 as Document No. 95-41459 in favor of The Springfield Metro Sanitary District.

    Note: Subordination of Surface Rights for Public Road Purposes recorded January 15, 2014 as Document No. 2014R01052 unto the People of the State of Illinois, Department of Transportation.

18. Warrant to Demand and Receive Assessment, recorded November 20, 1995 as Document No. 95-41464, in the matter of the petition of The Springfield Metro Sanitary District for the levy of a Special Assessment, known as special Project No. 98, being Case No. 95-MC-0003.

19. Sanitary Sewer Easement recorded January 23, 2004 as Document No. 2004R03714 in favor of the City of Springfield.

    Note: Subordination of Surface Rights for Public Road Purposes recorded April 9, 2014 as Document No. 2014R07834 unto the People of the State of Illinois, Department of Transportation.

20. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.

21. All rights and easements in favor of the holder of any interest in the mineral estate excepted from the legal description in Schedule A hereof, or of any party claiming by, through, or under said holder, if any.

    Note: No examination has been made of the title to minerals excepted in the legal description.

22. We have searched the parties shown on Schedule A for judgements or liens which would affect Title in the Public Records.

END OF SCHEDULE B, PART II

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AMERICAN LAND TITLE ASSOCIATION

2026-419

COMMITMENT CONDITIONS

1. **DEFINITIONS**
   a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
   b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
   c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
   e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
   g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
   i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
   j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   a. the Notice;
   b. the Commitment to Issue Policy;
   c. the Commitment Conditions;
   d. Schedule A;
   e. Schedule B, Part I-Requirements;
   f. Schedule B, Part II-Exceptions; and
   g. a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
   a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      i. comply with the Schedule B, Part I-Requirements;
      ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
      iii. acquire the Title or create the Mortgage covered by this Commitment.
   b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
   d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
   e. The Company is not liable for the content of the Transaction Identification Data, if any.

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AMERICAN LAND TITLE ASSOCIATION

2026-419

(continued)

f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.

g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is Two Million And No/100 Dollars ($2,000,000.00) or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

END OF CONDITIONS

1031 EXCHANGE SERVICES

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.

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2026-419

ALTA OWNER'S POLICY OF TITLE INSURANCE

issued by:

CHICAGO TITLE INSURANCE COMPANY

Policy Number:

5271-2301302

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Chicago Title Insurance Company, a Florida corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
   a. a defect in the Title caused by:
      i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      ii. the failure of a person or Entity to have authorized a transfer or conveyance;
      iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
      iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
      v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
      vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
      vii. a defective judicial or administrative proceeding; or
      viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
   b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
   a. the occupancy, use, or enjoyment of the Land;
   b. the character, dimensions, or location of an improvement on the Land;
   c. the subdivision of the Land; or
   d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.

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2026-419

7. An exercise of the power of eminent domain, but only to the extent:
   a. of the exercise described in an Enforcement Notice; or
   b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
   a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
      i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
      ii. voidable transfer under the Uniform Voidable Transactions Act; or
   b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
      i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
      ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Chicago Title Company
1043 S. Fifth St.
Springfield, IL 62703

Countersigned By:

Authorized Officer or Agent

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2026-419

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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2026-419

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:

Property Address: 4801 Wabash Avenue, Springfield, IL 62711

SCHEDULE A

Name and Address of Title Insurance Company: Chicago Title Company
1043 S. Fifth St.
Springfield, IL 62703

Policy Number: 5271-2301302

Date of Policy	Amount of Insurance
December 18, 2023	$10,000.00

1. The Insured is:

   BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY

2. The estate or interest in the Land insured by this policy is:

   Fee Simple

3. The Title is vested in:

   BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY

4. The Land is described as follows:

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

END OF SCHEDULE A

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2026-419

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 21-11.0-300-037

PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 15 NORTH, RANGE 6 WEST OF THE THIRD PRINCIPAL MERIDIAN, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN MARKING THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE NORTH 01 DEGREES 04 MINUTES 10 SECONDS WEST, 691.42 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, SECTION 11; THENCE NORTH 88 DEGREES 49 MINUTES 54 SECONDS EAST, 710.20 FEET; THENCE SOUTH 00 DEGREES 53 MINUTES 24 SECONDS EAST, 691.43 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SECTION 11; THENCE SOUTH 88 DEGREES 49 MINUTES 54 SECONDS WEST, 708.03 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING,

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE MARKING THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE NORTH 01 DEGREE 04 MINUTES 41 SECONDS WEST, 93.48 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 65 DEGREES 30 MINUTES 50 SECONDS EAST, 76.10 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF FAU 8012 (WABASH AVENUE); THENCE NORTH 88 DEGREES 46 MINUTES 15 SECONDS EAST, 639.41 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 00 DEGREES 54 MINUTES 44 SECONDS EAST, 61.28 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 50 MINUTES 12 SECONDS WEST, 707.88 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

EXCEPT ANY INTEREST IN THE COAL, OIL, GAS AND OTHER MINERALS UNDERLYING THE LAND WHICH HAVE BEEN HERETOFORE CONVEYED OR RESERVED IN PRIOR CONVEYANCES, AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL, OIL, GAS AND OTHER MINERALS, IF ANY.

SITUATED IN SANGAMON COUNTY, ILLINOIS.

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AMERICAN LAND TITLE ASSOCIATION

2026-419

Name and Address of Title Insurance Company: Chicago Title Company
1043 S. Fifth St.
Springfield, IL 62703

SCHEDULE B
EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

General Exceptions

1. *Rights or claims of parties in possession not shown by Public Records.*

2. *Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.*

3. *Easements, or claims of easements, not shown by the Public Records.*

4. *Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.*

5. *Taxes or special assessments which are not shown as existing liens by the Public Records.*

6. Taxes for the year 2023 are not yet due or payable.

   Permanent Tax No.: 21-11.0-300-037

   Note: Taxes for the year 2022 amounting to $511.16 are paid of record.

7. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.

8. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes, together with utility rights therein.

9. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.

10. Easement recorded November 20, 1995 as Document No. 95-41458 in favor of The Springfield Metro Sanitary District with rights as therein contained. (For more particulars see record.)

11. Easement recorded October 14, 1969 as Document No. 331396 in favor of Central Illinois Light Company with rights as therein contained. (For more particulars see record.)

12. Reservation of an easement for sewer, water and utilities as disclosed by Trustee's Deed recorded September 18, 1981, as Document Number 884460, and October 16, 1986, as Document Number 41379.

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2026-419

Name and Address of Title Insurance Company: Chicago Title Company
1043 S. Fifth St.
Springfield, IL 62703

SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

13. All rights and easements in favor of the holder of any interest in the mineral estate excepted from the legal description in Schedule A hereof, or of any party claiming by, through, or under said holder, if any.

Note: No examination has been made of the title to minerals excepted in the legal description.

14. Terms and Provisions of Reciprocal Easement Agreement by and between Memorail Medical Center, an Illinois not-for-profit corporation d/b/a Springfield Memorial Hospital and the Board of Trustees of Southern Illinois University, recorded December 18, 2023 as Document No. 2023R22981.

END OF SCHEDULE B

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AMERICAN LAND TITLE ASSOCIATION

2026-419

CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

a. "Affiliate": An Entity:
   i. that is wholly owned by the Insured;
   ii. that wholly owns the Insured; or
   iii. if that Entity and the Insured are both wholly owned by the same person or entity.

b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.

c. "Date of Policy": The Date of Policy stated in Schedule A.

d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
   i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
   ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
   iii. asserts a right to enforce a PACA-PSA Trust.

f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.

g. "Insured":
   i. (a). The Insured named in Item 1 of Schedule A;
      (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
      (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
      (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
      (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
         (1). an Affiliate;
         (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
         (3). a spouse who receives the Title because of a dissolution of marriage;
         (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
         (5). another Insured named in Item 1 of Schedule A.
   ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.

h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.

i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.

m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.

p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

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AMERICAN LAND TITLE ASSOCIATION

2026-419

(continued)

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

a. retains an estate or interest in the Land;

b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or

c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

a. any litigation or other matter for which the Company may be liable under this policy; or

b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.

b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.

c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and

ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

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AMERICAN LAND TITLE ASSOCIATION

2026-419

(continued)

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:

i. the Amount of Insurance; or

ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.

c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:

i. the Amount of Insurance will be increased by Fifteen Percent (15%); and

ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.

e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:

i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;

ii. cures the lack of a right of access to and from the Land; or

iii. cures the claim of Unmarketable Title,

all as insured. The Company may do so by any method, including litigation and the completion of any appeals.

b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.

c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

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2026-419

(continued)

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within thirty (30) days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.

c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.

b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:

i. modify any prior endorsement,

ii. extend the Date of Policy,

iii. insure against loss or damage exceeding the Amount of Insurance, or

iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

Chicago Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Department

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2026-419

(continued)

18. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

19. ARBITRATION

a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is Two Million and No/100 Dollars ($2,000,000) or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Insurance is greater than Two Million and No/100 Dollars ($2,000,000), any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 19. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.

c. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 19, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 19.*

d. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

END OF CONDITIONS

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AMERICAN LAND TITLE ASSOCIATION

2026-419

ALTA OWNER'S POLICY OF TITLE INSURANCE

Issued By:

CHICAGO TITLE INSURANCE COMPANY

Policy Number:

5271-2300567

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection

   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

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AMERICAN LAND TITLE ASSOCIATION

2026-419

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Chicago Title Company
1043 S. Fifth St.
Springfield, IL 62703

Countersigned By:

Michael J. Nolan
Authorized Officer or Agent

SEAL

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AMERICAN LAND TITLE ASSOCIATION

2026-419

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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SCHEDULE A

Name and Address of Title Insurance Company: Chicago Title Company
1043 S. Fifth St.
Springfield, IL 62703

Address Reference: 4685 and 4801 Wabash Ave, Springfield, IL 62711

Date of Policy	Amount of Insurance
December 18, 2023	$10,000.00

1. Name of Insured:

   Memorial Medical Center, dba Springfield Memorial Hospital, an Illinois not-for-profit corporation

2. The estate or interest in the Land that is insured by this policy is:

   Fee Simple

3. Title is vested in:

   Memorial Medical Center, dba Springfield Memorial Hospital, an Illinois not-for-profit corporation

4. The Land referred to in this policy is described as follows:

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

END OF SCHEDULE A

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EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 21-11.0-300-034 and 21-11.0-300-037

PARCEL 1 (21-11.0-300-034):

Part of the North Half of the Southwest Quarter of the Southwest Quarter of Section 11, Township 15 North, Range 6 West of the Third Principal Meridian, further described as follows: Commencing at an iron pin marking the Southwest corner of said Section 11; thence North 01 degrees 04 minutes 10 seconds West, 691.42 feet along the West line of said Southwest Quarter, Section 11 to the point of beginning; thence North 01 degrees 04 minutes 10 seconds West, 633.66 feet along said West line to the Northwest corner of said Southwest Quarter, Southwest Quarter, Section 11; thence North 88 degrees 50 minutes 08 seconds East, 1339.26 feet to the Northeast corner of said Quarter-Quarter Section; thence South 01 degrees 00 minutes 58 seconds East, 633.57 feet along the East line of said Quarter-Quarter Section; thence South 88 degrees 49 minutes 54 seconds West, 1338.68 feet to the point of beginning. EXCEPT that part falling in Wabash West Business Park Plat 2 recorded as Document No. 96-00606 in the Office of the Recorder of Sangamon County, Illinois.

Except any interest in the coal, oil, gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

Situated in Sangamon County, Illinois.

PARCEL 2 (21-11.0-300-037):

Part of the Southwest Quarter of Section 11, Township 15 North, Range 6 West of the Third Principal Meridian, further described as follows: Beginning at an iron pin marking the Southwest corner of said Section 11; thence North 01 degrees 04 minutes 10 seconds West, 691.42 feet along the West line of said Southwest Quarter, Section 11; thence North 88 degrees 49 minutes 54 seconds East, 710.20 feet; thence South 00 degrees 53 minutes 24 seconds East, 691.43 feet to a point on the South line of said Southwest Quarter, Section 11; thence South 88 degrees 49 minutes 54 seconds West, 708.03 feet along said South line to the point of beginning, EXCEPT that part decribed as follows: Beginning at an iron pipe marking the Southwest corner of said Section 11; thence North 01 degree 04 minutes 41 seconds West, 93.48 feet along the West line of said Southwest Quarter; thence South 65 degrees 30 minutes 50 seconds East, 76.10 feet to a point on the Northerly right-of-way line of FAU 8012 (Wabash Avenue); thence North 88 degrees 46 minutes 15 seconds East, 639.41 feet along said Northerly right-of-way line; thence South 00 degrees 54 minutes 44 seconds East, 61.28 feet to a point on the South line of said Southwest Quarter; thence South 88 degrees 50 minutes 12 seconds West, 707.88 feet along said South line to the point of beginning.

Except any interest in the coal, oil, gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

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AMERICAN LAND TITLE ASSOCIATION

2026-419

EXHIBIT "A"

Legal Description

Situated in Samngamon County, Illinois.

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2026-419

Name and Address of Title Insurance Company: Chicago Title Company
1043 S. Fifth St.
Springfield, IL 62703

SCHEDULE B
EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

General Exceptions

1. *Rights or claims of parties in possession not shown by Public Records.*
2. *Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.*
3. *Easements, or claims of easements, not shown by the Public Records.*
4. *Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.*
5. *Taxes or special assessments which are not shown as existing liens by the Public Records.*
6. Taxes for the year 2023 are not yet due or payable.

   Tax I.D. No. 21-11.0-300-034 (PARCEL 1)

   Tax I.D. No. 21-11.0-300-037 (PARCEL 2)
7. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes, together with utility rights therein
8. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
9. Easement recorded November 20, 1995 as Document No. 95-41458 in favor of The Springfield Metro Sanitary District with rights as therein contained. (For more particulars see record.)
10. Easement recorded October 14, 1969 as Document No. 331396 in favor of Central Illinois Light Company with rights as therein contained. (For more particulars see record.)
11. Reservation of an easement for sewer, water and utilities as disclosed by Trustee's Deed recorded September 18, 1981, as Document Number 884460, and October 16, 1986, as Document Number 41379.
12. All rights and easements in favor of the holder of any interest in the mineral estate excepted from the legal description in Schedule A hereof, or of any party claiming by, through, or under said holder, if any.

    Note: No examination has been made of the title to minerals excepted in the legal description.

END OF SCHEDULE B

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CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

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(continued)

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

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(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
   (i) the Amount of Insurance; or
   (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
   (i) the Amount of Insurance shall be increased by Ten percent (10%), and
   (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within thirty (30) days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is Two Million and No/100 Dollars ($2,000,000) or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of Two Million and No/100 Dollars ($2,000,000) shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

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(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

Chicago Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Department

END OF CONDITIONS

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ORDINANCE FACT SHEET

DATE OF 1st READING: Sept. 15, 2026

CONTACT PERSON: Daniel Crouse

OFFICE REQUESTING: Office of Public Works

PHONE NUMBER: 217-789-2255

EMERGENCY PASSAGE: No ☑ Yes ☐ **If yes, explain justification - See attached document**

FISCAL IMPACT: _____

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING ACCEPTANCE OF RIGHT-OF-WAY FOR BRADFORDTON ROAD, LOCATED ON THE NORTH SIDE OF WABASH AVENUE AND WEST OF HAMLIN PARKWAY FOR THE OFFICE OF PUBLIC WORKS.

CONTRACTOR / VENDOR NAME: _____ **VENDOR NO:** _____

CONTRACT TERM: _____ **Change in Scope Yes** ☐ **No** ☐

CONTRACT AMOUNT: _____ _____ _____

(Original amount if change order) **Change Order #** **Additional Amount**

Method of Purchase (check one)

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid
☐ Other: _____
☐ Exception: _____
Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☐

Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Right of Way Plats and Title Commitments

STAFF ANALYSIS

An ordinance authorizing the acceptance of right-of-way for Bradfordton Road, located on the north side of Wabash Avenue and west of Hamlin Parkway. The right-of-way is being conveyed from Memorial Medical Center, Southern Illinois University, and Jacob C. Hermes Farms Inc. to the City of Springfield. This section of right-of-way is approximately 1,231 feet.

FUNDS CHECK BY: **Date:** _____

DIRECTOR / SUPERVISOR: **Date:** 8/31/26

CITY PURCHASING AGENT: **Date:** _____

SIGN OFF: _____ _____

(Mayor's Signature) (Director of OBM)

The information supplied on this form is not confidential information

2026-419

2026-420

AN ORDINANCE APPOINTING PATRICIA MEYER, TERRY YOUNG, AND ROBERT FRAZIER TO THE SPRINGFIELD PLANNING AND ZONING COMMISSION

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, pursuant to Section 33.230(b) of the 1988 City of Springfield Code of Ordinances, as amended, the mayor, with the advice and consent of the city council, shall appoint members to the Springfield Planning and Zoning Commission for the remainder of unexpired four-year term; and

WHEREAS, Mayor Misty Buscher desires to appoint Patricia Meyer for the unexpired term ending 12/06/2028, Terry Young for the unexpired term ending 12/06/2028, and Robert Frazier for the unexpired term ending 08/01/2027, to the Springfield Planning and Zoning Commission.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby approves the appointment of Patricia Meyer for the unexpired term ending 12/06/2028, Terry Young for the unexpired term ending 12/06/2028, and Robert Frazier for the unexpired term ending 08/01/2027, as representatives to the Springfield Planning and Zoning Commission. These appointments shall become effective 11/1/2026. data

Section 2: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

_____
Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

9-11-26
_____
Office of Corporation Counsel /Date

Requested by: Mayor Misty Buscher

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: 9/15/2026

OFFICE REQUESTING: OFFICE OF MAYOR BUSCHER
CONTACT PERSON: BILLY FLEISCHLI
PHONE NUMBER: 217-789-2200

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: APPOINTMENT TO COMMISSION
FISCAL IMPACT: $ 0.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

THIS ORDINANCE IS TO APPOINT PATRICIA MEYER, TERRY YOUNG, UNEXPIRED TERM ENDING 08/01/2027 AND ROBERT FRAZIER FOR THE UNEXPIRED TERM ENDING 12/06/28 TO THE SPRINGFIELD PLANNING AND ZONING COMMISSION

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

CONTRACTOR / VENDOR NAME: _____ **VENDOR NO:** _____

CONTRACT TERM: _____ **Change in Scope** Yes ☐ No ☐

CONTRACT AMOUNT: _____ (Original amount if change order) | **Change Order #** _____ | **Additional Amount** _____

Method of Purchase (check one)

Previous Ord #'s _____

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid
☐ Other: _____
☐ Exception: _____
Code Provision: _____

Is Purchasing Agent approval required? No ☐ Yes ☐
Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: **Date:**

DIRECTOR / SUPERVISOR SIGNATURE **Date:**

CITY PURCHASING AGENT: **Date:**

COMMENTS

Pursuant to Section 33.230(b) of the 1988 City of Springfield Code of Ordinances - Patricia Meyer, Terry Young, and Robert Frazier is replacing Bruce Strom, Timothy Moore, and Beverly Christian

SIGN OFF:

(Mayor's Signature) GBM (Director of OBM)

S\Excel\Forms__Blank Fact Sheet (REVISED)__ The information supplied on this form is not confidential information. Revised 5/10/04

2026-420

2026-421

AN ORDINANCE AUTHORIZING PAYMENT TO CHAD CARTER, A CWLP MAINTENANCE WORKER, FOR SETTLEMENT OF A WORKERS COMPENSATION CLAIM NUMBER 24-WC-017579 IN AN AMOUNT NOT TO EXCEED $56,755.50

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, Chad Carter works as a CWLP Maintenance Worker for the City of Springfield hired March 14, 2016; and

WHEREAS, on June 10, 2024, Mr. Carter filed a workers compensation claim and is willing to settle his claim for case no. 24-WC-017579 in the amount of $56,755.50 representing a permanent partial disability equivalent to approximately 15% loss of use of the man as a whole; and

WHEREAS, Livingstone, Mueller, Bima & Murphy, P.C., the City's workers compensation advisors have recommended that settlement of Mr. Carter workers compensation claim for case number 24-WC-017579 in an amount not to exceed $56,755.50 would be in the best interest of the City financially.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby approves settlement in the amount of $56,755.50 to Chad Carter, a CWLP Employee, for workers compensation case for claim number 24-WC-017579, representing a permanent partial disability equivalent to approximately 15% loss of use of the man as a whole. The Mayor and the City Clerk are hereby directed to sign the Settlement Agreement on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay the lump sum in an amount not to exceed $56,755.50 from Account Number 074-107-BGMT-WCMP-2205 as provided in the Settlement Agreement to Chad Carter and his attorney Kevin Morrison.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2026

RECORDED: _____, 2026

ATTEST: _____
City Clerk Charles L. Redpath Sr.

SIGNED: _____, 2026

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

9-4-26
Office of Corporation Counsel/Date

Requested by: Mayor Misty Buscher

2026-421

ORDINANCE FACT SHEET FOR WORKERS' COMPENSATION CLAIMS

CASE INFORMATION:

WORKERS' COMPENSATION CASE#: W004356928

WORKERS' COMPENSATION CLAIM #: 24WC017579

WORKERS' COMPENSATION COMMISSION DECISION#:

TYPE OF ORDINANCE:
X WORKERS' COMPENSATION SETTLEMENT
☐WORKERS' COMPENSATION AWARD

TYPE OF AWARD/CASE:
☐DEATH
X PERMANENT PARTIAL DISABILITY
☐PERMANENT TOTAL DISABILITY
☐WAGE DIFFERENTIAL

LAW FIRM HANDLING CASE & CONTACT PERSON
Livingstone, Mueller, Bima & Murphy, P.C.
L. Robert Mueller

NAME OF EMPLOYEE: Chad Carter

DEPARTMENT: CWLP

JOB TITLE: Water Service Maintenance Man

STATUS: X CURRENT EMPLOYEE ☐FORMER EMPLOYEE

DATE OF ACCIDENT: 6/10/24

DESCRIPTION OF ACCIDENT: Tightening bolt when bolt head snapped off and he slammed his left elbow against a dirt wall

ATTORNEY: Kevin Morrisson

% OF LOSS OF USE: 15% loss of use of the man as a whole - neck surgery C6-7, $56,755.50

OBM INFORMATION FOR AWARDS ONLY:

AMOUNT OF AWARD: $ INTEREST PAID: $

AMOUNT OF AWARD NOT YET PAID: MEDICAL: $ TTD: $ OTHER

SIGN OFF APPROVAL FOR ORDINANCE

MAYOR'S OFFICE _____ **OBM**_____

GEA

2026-421

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: 09/15/2026

OFFICE REQUESTING: Corporation Counsel **CONTACT PERSON:** Greg Moredock
PHONE NUMBER: 789-2393

EMERGENCY PASSAGE: No [x] ☐ If yes, explain justification.

TYPE OF ORDINANCE: Work Comp Settlement **FISCAL IMPACT:** $56,755.50

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO CHAD CARTER, A CITY OF SPRINGFIELD CWLP WATER SERVICE MAINTENANCE MAN, TO SETTLE A WORKERS' COMPENSATION CLAIM FOR CASE # 24WC017579 IN THE AMOUNT OF $56,755.50

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

CONTRACTOR / VENDOR NAME: Chad Carter & Attorney Kevin Morrison **VENDOR NO:** _____

CONTRACT TERM: _____ **Change in Scope** Yes ☐ No [x]

CONTRACT AMOUNT: _____ (Original amount if change order) | **Change Order #** _____ | **Additional Amount** _____

Method of Purchase (check one) **Previous Ord #'s** _____

☐ Low Bid [x] Other: _____ **Is Purchasing Agent approval required?** No [x] Yes ☐
☐ Low Bid Meeting Specs ☐ Exception: _____ **Is Purchasing Agent approval attached?** No [x] Yes ☐
☐ Low Evaluated Bid **Code Provision:** _____

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	074	107	BGMT	WCMP	2205	$56,755.50
2						
3						
4						

FUNDS CHECK BY: Lenee Pilkington **Date:** 08/28/2026
DIRECTOR / SUPERVISOR SIGNATURE **Date:**
CITY PURCHASING AGENT: **Date:** 8-31-2026

COMMENTS

Chad Carter, hired on March 14th 2016 as a City of SpringfieldCWLP Employee, reported a work injury on 06/10/2024. Mr. Carter filed a workers compensation claim (24WC017579) and is willing to settle in the amount of $56,755.50. Livingstone, Mueller, Bima & Murphy. P.C. the city's legal advisors, also recommend payment in the amount of $56,755.50 to settle (24WC017579.

SIGN OFF: _____ (Mayor's Signature) _____ (Director of OBM) 8/31/26

S\Excel\Forms\ORD FS- Chad Carter Wcomp settlement The information supplied on this form is not confidential information. Revised 5/10/04

2026-421

2026-422

AN ORDINANCE APPROVING SMALL BUSINESS REDEVELOPMENT ASSISTANCE TO BUSINESS OWNERS UTILIZING CANNABIS TAX FUNDS, IN AN AMOUNT NOT TO EXCEED $800,000.00, AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $570,000.00 FROM THE RESTRICTED CANNABIS FUND BALANCE, FOR THE OFFICE OF ECONOMIC DEVELOPMENT

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City has adopted ordinance 109-03-21 (Cannabis Project Plan) approving the creation of a program to use the 50% portion of the cannabis tax collected under section 100.58 of the Springfield Code of Ordinances, as amended, in the designated areas and the appropriation of the tax collected for economic development; and

WHEREAS, the City has subsequently amended the Cannabis Project Plan to expand access; and; and

WHEREAS, the City proposes to provide financial assistance in the amount not to exceed $800,000.00 to the businesses listed on Exhibit A; and

WHEREAS, the Office of Planning and Economic Development is requesting a supplemental appropriation of cannabis tax funds from the restricted cannabis fund balance in the amount of $570,000.00; and

WHEREAS, the City proposes to provide financial assistance in the total amount not to exceed $800,000.00 to the businesses listed on Exhibit A utilizing Cannabis funds; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby approves and authorizes using Cannabis Tax allocated to the Cannabis Project Plan for the eligible businesses listed on Exhibit A attached in a total amount not to exceed $800,000.00.

Section 2: That the Office of Budget and Management is hereby directed to effectuate a supplemental appropriation from the restricted cannabis fund balance in an amount of $570,000.00.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

_____
Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

9-4-26
_____
Office of Corporation Counsel /Date

Requested by: Mayor Misty Buscher

S:\WPDOCS\Ordinances\ECDEV\Cannabis Tax Funds - Business Redevelopment with Supplemental.docx F.R. 09.15.26 ~ NF

2026-422

EXHIBIT A

Cannabis Grant	Business Name	Address	Notes
$ 100,000.00	**7's Groceries, Inc.**	2520 E. Clearlake Avenue	Seeking assistance with purchasing inventory.
$ 100,000.00	**SafeStep Transportation LLC**	1100 South Grand Avenue East	Seeking assistance with purchasing custom marketing material, and equipment.
$ 100,000.00	**Manny D's**	1801 E. Cook Street	Seeking assistance with purchasing equipment and acquiring 3 vacant lots in the Cannabis District.
$ 100,000.00	**Rose Cole LLC**	926 S. 7th Street	Seeking assistance with renovations.
$ 100,000.00	**Nehemiah Expansion**	2208 E. Kansas	Seeking assistance with parking lot repairs.
$ 100,000.00	**AJz Corner 1st LLC**	1100 S. 11th Street	Seeking assistance with acquisition and renovations.
$ 100,000.00	**Daughtery Undercoat Shop**	1828 S. Wirt Avenue	Seeking assistance with equipment and renovations.
$ 100,000.00	**All In One Management And Services Inc.**	801 South Grand Avenue East	Seeking assistance with renovations.
$ 800,000.00			

Projects requiring zoning review awards will be contingent upon receiving zoning relief from Building and Zoning.

2026-422

ORDINANCE FACT SHEET

DATE OF 1st READING: 09/01/2026

CONTACT PERSON: Willisha Ware

OFFICE REQUESTING: OPED

PHONE NUMBER: 217.789.2377 x 5477

EMERGENCY PASSAGE: No ☑ Yes ☐ **If yes, explain justification - See attached document**

FISCAL IMPACT: $800,000.00

SUGGESTED TITLE: AN ORDINANCE APPROVING BUSINESS REDEVELOPEMNT ASSISTANCE TO BUSINESS OWNERS UTILIZING CANNABIS TAX FUNDS IN AN AMOUNT NOT TO EXCEED $800,000, AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $570,000 FROM THE RESTRICTED CANNABIS FUND BALANCE FOR THE OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

CONTRACTOR / VENDOR NAME: N/A **VENDOR NO:** N/A

CONTRACT TERM: One Year **Change in Scope Yes** ☐ **No** ☑

CONTRACT AMOUNT: $800,000.00 (Original amount if change order) N/A **Change Order #** **Additional Amount**

Method of Purchase (check one)

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid
☑ Other: Cannabis Grant
☐ Exception:
Code Provision:

Previous Ord #'s 310.08.25

Is Purchasing Agent approval required? No ☐ Yes ☐

Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	111	DEVL	CNBS	2110	$800,000.00
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Exhibit A

STAFF ANALYSIS

AN ORDINANCE APPROVING BUSINESS REDEVELOPEMNT ASSISTANCE TO BUSINESS OWNERS UTILIZING CANNABIS TAX FUNDS IN AN AMOUNT NOT TO EXCEED $800,000, AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $570,000 FROM THE RESTRICTED CANNABIS FUND BALANCE FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

FUNDS CHECK BY: Pilkington, Lenee Digitally signed by Pilkington, Lenee DN: dc=local, dc=cosnet, dc=intranet, ou=City Departments, ou=OBM, ou=Staff, cn=Pilkington, Lenee, email=Lenee.Pilkington@springfield.il.us Date: 2026.08.27 15:51:59 -05'00' **Date:**

DIRECTOR / SUPERVISOR: **Date:** 8/27/26

CITY PURCHASING AGENT: **Date:** 8/27/2026

SIGN OFF: 8/28/26

(Mayor's Signature) (Director of OBM)

The information supplied on this form is not confidential information.

2026-422

2026-423

AN ORDINANCE AUTHORIZING EXECUTION OF A REDEVELOPMENT AGREEMENT IN AN AMOUNT NOT TO EXCEED $75,000.00 WITH LEON'S CAPS, INC. FOR FINANCIAL ASSISTANCE FOR THE PROPERTY LOCATED AT 2508 COOK STREET UTILIZING FAR EAST TAX INCREMENT FINANCE FUNDS, THROUGH THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City has adopted a program for the Redevelopment Project Area (as defined in the Redevelopment Agreement attached hereto) and known as the Central Area Tax Increment Redevelopment Plan and Project ("Plan"), pursuant to "The Tax Increment Allocation Redevelopment Act, as amended" 65 ILCS 5/11-74.4-1, et seq. ("Act"); and

WHEREAS, Leon's Caps, Inc. ("Redeveloper") has acquired the property located at 2508 Cook Street; and

WHEREAS, the Redeveloper is requesting Far East Tax Increment Finance funds in the amount of $75,000.00 for renovations that involve repairing or replacing the roof; and

WHEREAS, the total project cost is $75,000.00 and TIF represents 100% of those costs; and

WHEREAS, it is necessary to enter into a Redevelopment Agreement with Leon's Caps; and

WHEREAS, a copy of the agreement will be located in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby approves a redevelopment agreement with Leon's Caps, Inc. for use of Far East Tax Increment Finance funds in the amount of $75,000.00 which will be used for renovations for renovations that involve repairing or replacing the roof for the property located at 2508 Cook Street.

Section 2: That the Office of Budget and Management is authorized to make payment not to exceed $75,000.00 to Leon's Caps, upon satisfactory completion of the project from account number 062-111-DEVL-NIMP-2110.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

_____
Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

9-4-26
Office of Corporation Counsel /Date

Requested by: Mayor Misty Buscher

S:\WPDOCS\Ordinances\ECDEV\Leon's Caps, Inc - 2508 Cook St - Far East Tax Increment Finance Funds - Redevelopment.docx F.R. 09.15.26 ~ NF

2026-423

REDEVELOPMENT AGREEMENT COVER SHEET

A. Agreement type: **Neighborhood Improvement Grant (Far East TIF)**

B. Basic Description:

Section 1. **Leon's Caps Inc.** ("Developer") plans to replace their roof with a new one (the "Developer's Project"). The anticipated start date for the project may be as early as **September 07, 2026**, and completion date may be as early as **September 07, 2027**.

Section 2. The Developer's Project will occur at the following parcel, consisting of approximately 0.62 acres (the "Project Area"): **14350427002** (main building) and **14350427001** (parking area).

Section 3. The most recently ascertained equalized assessed valuation ("EAV") (2025 payable 2026) of the Project Area is **$34,264**, and at the most recently available tax rate that value produced **$3,071.16** in property taxes for all of the overlapping taxing bodies. For the most recent tax year, the Project Area contributed **$685.77** to the **Far East TIF** because the current EAV of the properties is above the TIF base value. It is unclear whether the Developer's Project will increase the EAV of the Project Area.

Section 4. The incentives contemplated in this Agreement are all performance based. If the Developer does not complete the Developer's Project, the City will not disburse TIF funds to reimburse the Developer for their reimbursable expenses. The City has agreed to reimburse the Developer up to **$75,000** in TIF eligible costs. Based on documentation submitted by the Developer, it appears the Developer will have enough TIF eligible costs to justify the receipt of the incentive. The City will reimburse the Developer all at once for an amount up to **$75,000** in the form of a grant, but only after the Developer's Project has been deemed complete by an Authorized City Representative.

2026-423

REDEVELOPMENT AGREEMENT

BETWEEN THE CITY OF SPRINGFIELD, ILLINOIS AND LEON'S CAPS INC.

This Agreement is entered into on the date and by execution shown hereafter, by and between the City of Springfield, Illinois, an Illinois Municipal Corporation, (the "City") and **Leon's Caps Inc.** (the "Developer").

RECITALS

WHEREAS, the Developer owns the following described real estate located in the City:

Parcel Number(s): **14350427002** and **14350427001** (known as the "Project Area")

WHEREAS, the Developer wishes to remove the current roof on the existing structure and replace it with a new one (the "Developer's Project"); and

WHEREAS, the Developer has demonstrated to the satisfaction of the City that the Developer's Project cannot be accomplished without public assistance due to extraordinary costs associated with constructing public infrastructure and structures related to undermining; and

WHEREAS, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the "TIF Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the TIF Act; and

WHEREAS, on February 23, 1995, the City approved ordinances designating a Tax Increment Financing ("TIF") Redevelopment Project Area known as the **Far East TIF**, to finance redevelopment in accordance with the conditions and requirements set forth in the TIF Act; and

WHEREAS, on July 1, 2025, the City approved and authorized the creation of the **Far East TIF Neighborhood Improvement Grant Program** for financial assistance in a total amount not to exceed **$800,000** to support small business development, property vitalization, and community stabilization for both commercial and owner-occupied residential properties; and

WHEREAS, the City believes the Developer's Project will enhance the Project Area, and the City approved the Developer's request for assistance after reviewing documentation submitted by the Developer.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

Section 1. Incorporation of Recitals. The parties agree that all the language contained in the recitals to this Agreement are true and correct, and said recitals are hereby incorporated into the Agreement as though they were fully set forth in this Section 1.

Section 2. Definitions. Unless the context clearly requires otherwise, words and terms used in this Agreement shall have the meanings provided from place to place herein, including above in the recitals hereto and as follows:

2026-423

"**Agreement**" means this Redevelopment Agreement and it may be from time to time modified, amended, or supplemented in writing by the Developer and City.

"**Authorized City Representative**" means an employee in the Office of Planning and Economic Development that is responsible for implementing the Neighborhood Improvement Grant Program in the Far East TIF.

"**Far East TIF**" means the TIF Redevelopment Project Area approved and created by the City in February 1995, that encompasses the Project Area.

"**Developer**" means **Leon's Caps Inc**.

"**Developer's Project**" means removing the current roof on the existing structure and replacing it with a new one.

"**Developer Reimbursable Costs**" means those project costs that are eligible for reimbursement from Incremental Property Taxes in accordance with this Agreement and the TIF Act. The amount of Developer Reimbursable Costs shall accrue and be directly reduced as the City makes payments to the Developer.

"**Incremental Property Taxes**" means that portion of the ad valorem taxes, if any, arising from the taxes levied upon the Project Area by any and all taxing districts or municipal corporations having the power to tax real property, and which taxes are attributable to the increase in equalized assessed valuation of **Far East TIF** over and above the Initial EAV of the property contained therein as determined by Sangamon County, Illinois, pursuant to and in accordance with the TIF Act.

"**Initial EAV**" means the total initial equalized assessed valuation of the taxable property within the Project Area, as determined by Sangamon County, Illinois, when the TIF was established.

"**Project Area**" means the parcel owned by the Developer bearing parcel numbers **14350427002** and **14350427001**.

"**Public Assistance**" means any form of assistance requested by the Developer from the City, including Incremental Property Taxes.

"**Request for Reimbursement**" means a document, substantially in the form of Exhibit A attached hereto and incorporated by reference herein, provided by the Developer to the City evidencing the Developer's Reimbursable Costs incurred by the Developer with respect to the project described herein, which the Developer must submit to an Authorized City Representative to be reimbursed for Developer Reimbursable Costs. The request must be approved by the City staff before funds will be paid to the Developer.

"**Substantially Complete**" or "**Substantial Completion**" means the Developer's Project is deemed to be complete by an Authorized City Representative and it meets all applicable City, State, and Federal codes and the requirements of the Neighborhood Improvement Grant Program.

"**TIF Act**" means 65 ILCS 5/11-74.4-1 thru 4-11.

Section 3. Public Assistance. The City has agreed to reimburse the Developer up to **$75,000** for

Developer Reimbursable Costs. If the Developer does not complete the Developer's Project, the City will not disburse TIF funds to the Developer. The City shall not further encumber any portion of the Incremental Property Taxes pledged to the Developer with any other project or obligation or take any action inconsistent with the terms and intent of this Agreement until the City's obligations related to this Agreement are met.

Section 4. Request for Reimbursement. The City and Developer agree that Incremental Property Taxes generated within the Far East TIF shall only be used to repay the Developer's Reimbursable Costs. The Developer agrees to submit Requests for Reimbursement, attached as Exhibit A, to an Authorized City Representative containing documentation that proves the expenditure of funds on Developer Reimbursable Costs. The total Developer's Reimbursable Costs shall consist of the cumulative total of all expenditures detailed in Requests for Reimbursement and every payment of Incremental Property Taxes shall reduce the total Developer's Reimbursable Costs by an amount equal to said payment. The City shall maintain an account of all payments to the Developer under this Agreement and may set up sub-accounts to the TIF Fund to track reimbursement payments related to the Developer's Project.

Section 5. Project Timeline. The Developer has 12 months from the date of execution of this Agreement to Substantially Complete the Developer's Project, but the Developer will receive no payments until the Developer's Project is Substantially Complete and Requests for Reimbursement have been submitted to an Authorized City Representative.

Section 6. Project Area Amendment. Any amendments to the Developer's Project and the Project Area must be mutually agreed upon and comply with the provisions of the TIF Act.

Section 7. Timely Performance. The performance of the Developer is premised on receiving timely approval by the City of all permit approvals within its control required to accommodate the Developer's Project. The Developer will pursue and complete the project, as described herein, in an expedient manner and submit documentation in a timely manner for the City to review.

Section 8. Codes and Policies. The Developer agrees and will ensure that the Developer's Project will comply with all applicable City, State and Federal codes and/or regulations. The Developer's Project follows the intent of any applicable plans for Far East TIF.

Section 9. Initial Equalized Assessed Value ("EAV"). The most recently ascertained EAV of the Developer's Project Area is approximately **$34,264**.

Section 10. 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 attorneys' fees) which may arise directly or indirectly from (i) the failure of the Developer or any contractor, subcontractor or agent or employee thereof to timely pay any contractor, subcontractor, laborer or materialman; (ii) from any default or breach of the terms of this Agreement by the Developer; or (iii) from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer). The Developer shall, at his own cost and expense, appear, defend and pay all charges of attorneys, 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 their own 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. In no way limiting the foregoing, the Developer shall also indemnify and hold harmless the City, its agents, officers and employees against all damages, claims, suits, liabilities, judgments, fines, penalties, costs and expenses (including reasonable attorneys' fees) which may arise directly or indirectly from any violation of the Illinois Prevailing wage Act, 820 ILCS 130/0.01, et seq., in connection with the Developer's Project.

Section 11. Assignments. The rights, duties, obligations and benefits of this Agreement shall be assignable subject to prior written approval of the City, which approval shall not be unreasonably withheld or delayed; provided that the City Council shall approve an assignment by Developer upon a reasonable demonstration of a proposed assignee's experience and financial capability to undertake and complete the Developer's Project in accordance with this Agreement. The Developer shall provide notice to the City of such assignment and shall provide the City with copies of all documents to be executed in connection with such assignment.

Section 12. If any section, subsection, term or provision of this Agreement to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section subsection, term or provision of this Agreement to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 13. Termination of Agreement. The City and Developer have the right to terminate this Agreement upon 10 days prior written notice for failure to comply with the terms of this Agreement.

Section 14. Force Majeure. Neither the City nor Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended, in the event of any delay in Developer's construction of the Developer's Project caused by force majeure, including, without limitation, for purposes of this Agreement, legal proceedings which restrict or impair the orderly development of any phase of Developer's Project, orders of any kind of any court or governmental body which restrict or impair the orderly development of any phase of Developer's Project, strikes, lockouts, labor disputes, labor shortages, riots, acts of God, epidemics, landslides, lightning, earthquake, fire or other casualties, breakage, explosions, storms, washouts, droughts, tornadoes, cyclones, floods, adverse weather conditions, unusually wet soil conditions, mine subsidence, war, invasion or acts of a public enemy, serious accidents, arrests, failure of utilities, governmental restrictions or priorities, failure to timely process or issue any permits and/or legal authorization by necessary governmental entity, including governmental approvals, failure of utilities to timely extend service to the site, shortage or delay in shipment of material or fuel, any actual or threatened litigation relating to the validity of this Agreement, Developer's Project, the City's use and pledge of the Incremental Property Taxes pursuant to this Agreement, or other causes beyond the responsible party's reasonable control.

Section 15. Actions Contesting the Validity and Enforceability of the Agreement and Related Matters. If a third party brings an action against the City or the City's officials, agents, employees, or representatives contesting the validity or legality of the Agreement, the City's use and pledge of the Incremental Property Taxes, or any of the ordinances approving the same, the City shall promptly, and in any event prior to filing any responsive pleadings, notify the Developer in writing of such claim or action. The Developer may, at its option, assume the defense of such claim or action (including, without limitation, to settle or compromise any claim or action for which the Developer has assumed the defense and as to which the Developer will pay the costs and amounts of any such settlement or compromise) with the counsel of the Developer's choosing, and the parties expressly agree that so long as no conflicts of

interest exist between them, the same attorney or attorneys may simultaneously represent the City and Developer in any such proceeding. Subject to the provisions of the TIF Act and this Agreement, all costs incurred by Developer and the City, as authorized by the Far East TIF Redevelopment Plan and this Agreement, shall be deemed to be Developer's Reimbursable Costs and reimbursable from moneys in the TIF Fund. In the event Developer does not elect to assume the defense of such claim or action, the City shall undertake such defense, shall copy Developer and its counsel on all correspondence relating to any such action, shall consult with Developer and its counsel throughout the course of any such action, and shall not settle or compromise any claim or action without Developer's prior written consent.

Section 16. Notices. All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail.

Section 17. Conflict of Interest. No member of the City Council, the Joint Review Board, or any branch of the City's government who has any power of review or approval of any of Developer's undertakings, or of the City's contracting for goods or services for Far East TIF shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. As provided in the TIF Act, any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to an Authorized City Representative the nature of such interest and seek a determination by the City Council with respect to such interest and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

Section 18. Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Illinois for all purposes and intents.

Section 19. Entire Agreement; Amendment. The parties agree that this Agreement constitutes the entire agreement between the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized representatives of both parties.

Section 20. Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

Section 21. Time Of The Essence, Mutual Assistance, and Cooperation. Time is of the essence with respect to all obligations under this Agreement. The parties agree to take such actions, including the adoption of ordinances and resolutions, and the execution and delivery of such documents, instruments, petitions, and certifications supplemental hereto, as may be necessary or appropriate to carry out the term, provisions and intent of this Agreement. Further, the City agrees that the City shall not unreasonably withhold or delay any City action required to carry out the terms, provisions and intent of this Agreement, but this Agreement shall not obligate the City, acting as a party hereto, to grant municipal permits or other approvals it would not be obligated to grant, acting as a political subdivision, absent this Agreement; provided further, notwithstanding the execution of this Agreement by the City, this Agreement shall not be effective nor binding on the City until authorized by an ordinance of the City duly passed by the Board of Aldermen and approved by the City Mayor.

Section 22. Lien Waivers & Prevailing Wage

1. This Agreement calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. ("the Prevailing Wage Act"). The Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For more information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: http:// www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Prevailing Wage Act, including but not limited to, all wage, notice and record keeping duties. Redeveloper expressly agrees that any construction or rehabilitation work performed using TIF funds shall be performed at a rate of employee pay (whether the Project is contracted or subcontracted to third parties) equal to and consistent with the rates established for Sangamon County under the Illinois prevailing wage law. All contracts issued for such work shall expressly contain the requirements of this provision. All contracts for construction pursuant to the construction work shall provide that all contractors and subcontractors furnish contractor's affidavits in the form provided by state statute and that the waivers of lien be required for all payments made, and Redeveloper agrees to require all contractors and subcontractors to comply with the requirements of the Prevailing Wage Act, this Agreement and the state Prevailing Wage Act.

2. All requests for interpretations of or determinations concerning the applicability of the Prevailing Wage Act must be directed to the Illinois Department of Labor.

3. Redeveloper, contractors and subcontractors who are parties to contracts involving public works projects must submit certified payroll records on a monthly basis to the City pursuant to 820 ILCS 130/5 et seq., as amended. Redeveloper, contractors and subcontractors must also submit a certification of the following with each submission: (1) the records are true and accurate, (2) The hourly rate paid is not less than the general prevailing rate in Sangamon County, Illinois, and (3) s/he is aware that filing a certified payroll knowing such to be false is unlawful. At the same time as submitting the certified payroll records as described above, Redeveloper, contractors and subcontractors shall also submit a second set of certified payroll records where the following information has been redacted/blackened out/removed: social security number, driver's license number, employee identification number, biometric identifiers, personal financial information, passwords or other access codes, medical records, home and personal telephone numbers, personal email addresses, home address and personal license plates. All certified payroll records and certifications shall be submitted and reported through EPrism software. Redeveloper, contractors and subcontractors must register and report Prevailing Wage through EPrism in order to receive reimbursement.

4. If the information provided reasonably shows a violation of the Prevailing Wage Act, then the City shall notify the bidder of the possible violation by certified mail. If the Redeveloper

2026-423

does not cure the violation, or provide the City with sufficient information demonstrating compliance with the Prevailing Wage Act within five business days of receipt of the written notice of possible violation, then the City, after consulting with the Office of Corporation Counsel, shall refer this matter to the Illinois Department of Labor for the purpose of conducting an investigation and hearing to determine whether a violation has occurred.

5. It is a mandatory requirement upon the Redeveloper or its Construction Manager to post the applicable Prevailing Wage Rates for each craft or type of work or mechanic needed to execute the contract, project, or work to be performed, (820 ILCS 130/4 et. seq.).

6. Pursuant to section 38.15 of the City Code, public works projects in excess of $50,000 require a project labor agreement.

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be executed in their respective names and caused their respective seals to be affixed thereto and attested on this _____day of _____, 2026.

_____
Notary Public

City of Springfield, Illinois

Signature: _____
Print Name: **Misty Buscher**
Mayor, City of Springfield

ATTEST

Signature: _____
Print Name: **Chuck Redpath Sr.**
City Clerk, City of Springfield

Developer

Signature: _____

Print Name: _____

Title: _____

Exhibit A – Request for Reimbursement Form

2026-423

REQUEST FOR REIMBURSEMENT

TO: City of Springfield
Attn: Operations Coordinator-TIF
800 East Monroe
Springfield, Illinois 62701

Per the agreement between the City and _____ ("the Applicant"), dated _____, 20____ (the "Agreement"), you are hereby requested to reimburse the Applicant for project costs in the total amount of $_____.

The following supporting documentation is attached:

1) Invoices, statements, vouchers or bills for the amount requested (including evidence of payment thereof as to any amounts for which payment or reimbursement is requested);

2) After photos of rehabilitation projects.

3) Lien waivers for all services or materials furnished by subcontractors, except as to any retainage, related to amounts for which reimbursement is requested;

The undersigned, on behalf of the Applicant, hereby states and certifies to the City that:

1) All necessary permits and approvals required for the portion of the work on the Redevelopment Proposal for which this request relates have been issued and are in full force and effect.

2) Each item listed on the following page as a Project Cost was incurred in connection with the completion of items outlined in the Agreement and all work for which reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the all applicable City requirements.

3) These Project Costs have been incurred and paid by the Applicant and are now reimbursable under the Agreement.

4) Each item listed has not previously been paid or reimbursed from the City's Tax Increment Financing or Business District Special Tax Allocation Funds and no part thereof has been included in any other request for reimbursement previously filed with the City.

5) There has not been filed with or served upon the Applicant any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this requires, except to the extent that any such lien is being contested in good faith.

Dated this ____ day of _____, 20__

Applicant Entity:_____

By:_____

Title:_____

Approved for Payment

CITY OF SPRINGFIELD, ILLINOIS

By:_____

Title:_____

2026-423

ORDINANCE FACT SHEET

DATE OF 1st READING: 09/15/2026

CONTACT PERSON: Willisha Ware

OFFICE REQUESTING: OPED

PHONE NUMBER: 217.789.2377x5477

EMERGENCY PASSAGE: No ☑ Yes ☐ **If yes, explain justification - See attached document**

FISCAL IMPACT: $75,000.00

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING EXECUTION OF A REDEVELOPMENT AGREEMENT WITH LEONS CAPS INC., FOR FINANCIAL ASSISTANCE FOR THE PROPERTY LOCATED AT 2508 COOK STREET, UTILIZING FAR EAST TAX INCREMENT FINANCE FUNDS.

CONTRACTOR / VENDOR NAME: LEON'S CAPS INC. **VENDOR NO:** TBD

CONTRACT TERM: TBD **Change in Scope Yes** ☐ **No** ☐

CONTRACT AMOUNT: $75,000.00 (Original amount if change order) **Change Order #** **Additional Amount**

Method of Purchase (check one)

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid
☑ Other: NIMP - FarEast
☐ Exception:
Code Provision:

Previous Ord #'s

Is Purchasing Agent approval required? No ☐ Yes ☐

Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	062	111	DEVL	NIMP	2110	$75,000.00
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Redevelopment Agreement

STAFF ANALYSIS

Work is to be completed at 2508 Cook Street, located within the Far East TIF District. The project involves repairing or replacing the roof.

The total project cost is $75,000.00 with the TIF assistance request totaling up to $75,000.00 representing approximately 100% of the total project cost.

FUNDS CHECK BY: Pilkington, Lenee Digitally signed by Pilkington, Lenee DN: dc=local, dc=cosmet, dc=intranet, ou=City Departments, ou=OBM, ou=Staff, ou=Users, cn=Pilkington, Lenee, email=Lenee.Pilkington@springfield.il.us Date: 2026.08.25 11:36:58 -05'00' **Date:**

DIRECTOR / SUPERVISOR: Rasing, Amy A. Digitally signed by Rasing, Amy A. Date: 2025.10.21 15:52:01 -05'00' **Date:**

CITY PURCHASING AGENT: **Date:** 8/25/2026

SIGN OFF:

(Mayor's Signature) (Director of OBM)

The information supplied on this form is not confidential information.

2026-423

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL UNDER RFP CS26-22 AND EXECUTION OF AN AGREEMENT WITH CAROLYN MARMOLEJO FOR THE PURCHASE OF CITY-OWNED PROPERTY CONSISTING OF ONE VACANT LOT LOCATED AT 718 S. 15TH STREET IN THE AMOUNT OF $500.00, FOR THE OFFICE OF BUDGET AND MANAGEMENT

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City owns certain real property that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the City; and

WHEREAS, the City Council previously passed ordinances 016-01-17, 158-04-17, 378-09-18, 316-08-18 and 323-07-22 declaring parcels of real property to be surplus property, directing the sale of said real property legally described on Exhibit A attached thereto and incorporated therein, including the improvements located thereon (the "Real Property") and authorizing publication of a notice of sale and request for proposals ("Notice of Sale") pursuant to the requirements set forth in the ordinance; and

WHEREAS, the Notice of Sale for (CS26-22) was published in *The State-Journal-Register*, a daily newspaper published in the City of Springfield, Sangamon County, Illinois, on August 29, 2025; and

WHEREAS, in response to the City's request for proposals CS26-22, the City has received a proposal for the purchase of one lot in the amount of $500.00, said parcels being located at 718 S. 15th Street and legally described on Exhibit A attached hereto; and

WHEREAS, it is in the best interests of the City to accept the bid and enter into an Agreement with Carolyn Marmolejo for sale of city-owned property located at 718 S. 15th Street; and

WHEREAS, the Agreement for Sale of Property for Redevelopment if applicable shall be located in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That at least two-thirds of the City Council hereby authorizes acceptance of a proposal under CS26-22 and authorizes execution of an Agreement for Sale of Property legally described on attached Exhibit A in the amount of $500.00.

Section 2: That the Mayor and City Clerk are hereby authorized and directed to execute this ordinance, the Agreement for Sale of Property for Redevelopment, the deed and all other necessary documents to complete the sale on behalf of the City.

Section 3: That the Office of Budget and Management is hereby directed to deposit the amount of $500.00 into revenue account 001-107-GENC-VARI-0242.

Section 4: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2026

RECORDED: _____, 2026

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Requested by: Mayor Misty Buscher

SIGNED: _____, 2026

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

9-4-26
_____
Office of Corporation Counsel/Date

CITY OF SPRINGFIELD

Vacant Lot Disposition Program Application

As part of their application, each applicant is to include a detailed description of the intended use for each parcel they wish to purchase. Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. Upon purchase approval, the City and the purchaser will enter into a redevelopment contract containing the approved terms and conditions for the disposition of the property. Terms will include purchase price, renovation and end use plan, and development timeline. Any such agreement shall be subject to the approval of the City.

Side Lot purchasers will not have to enter into a redevelopment agreement.

The request for proposals for each the properties is non-competitive in that a contract may be awarded at any time by the City to the party whose proposal is found to be in the best interest of the City of Springfield. The City reserves the right to reject any and all proposals and to waive any informalities or irregularities in the proposals.

APPLICANT CONTACT INFORMATION

Name of Applicant	Neighborhood Association or other organization (if any)
Carolyn Marmolejo	N/A

Mailing Address	Applicant Date of Birth
8973 State Riute 125 Pleasant Plains Il 62677	01/06/1967

Daytime Phone Number	Email Address
217-761-5226	Carolyn Marmolejo@yahoo.com

Resident of Springfield corporate limits? ☐ Yes ☑ No

VACANT LOT INFORMATION

Vacant Lot Address(es)	Vacant Lot Parcel Number(s)
718 S. 15th Street Springfield Il 62703	2014R28659

2026-424

VACANT LOT DISPOSITION PROGRAM APPLICATION

Are you applying to purchase the vacant lot as (choose one):

- ☐ Adjacent Homeowner
- ☐ Adjacent Landlord/Property Owner
- ☐ Property Owner near the vacant lot
- ☐ Neighborhood Association or other organization
- ☑ Other (specify): Mother owns Lot across the street connected to 715 S 15th Street

Address of your property:

- ☑ Same as my mailing address (listed in the Applicant Contact Information section)
- ☐ Different from my mailing address:

_____

Do you rent or own your home? ☐ Rent ☑ Own

Your property is a:

☑ Residence ☐ Organization ☐ Business ☐ Other (specify): _____

Describe the intended use for the vacant lot.

I would like to use for family gathering purposes. I plan on improving as the years continue.

Do you expect to invest any money to improve the vacant lot? If so, please explain.

Yes, as the years continue

About how much money would you expect to spend (if any): $ 1,000

Reminder: Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. For intended commercial use, the City may request additional information including a business plan and other financial details.

2026-424

VACANT LOT DISPOSITION PROGRAM APPLICATION

ELIGIBILITY REVIEW

Do you own multiple parcels of real estate in Springfield? If so, please list all addresses and parcel numbers, including those owned by any companies you control. You may attach additional pages if necessary.

Address(es) of Property Owned	Parcel Number(s) of Property Owned
N/A	

Do you owe delinquent property taxes?

☐ Yes ☑ No If yes, please explain why. ☐ I dont know

Have you ever been cited for Housing Code Violations?

☐ Yes ☑ No If yes, please explain why. ☐ I dont know

Do you owe on any delinquent accounts with City Water Light & Power?

☐ Yes ☑ No If yes, please explain why. ☐ I dont know

Do you have any debt owed to the City of Springfield?

☐ Yes ☑ No If yes, please explain why. ☐ I dont know

2026-424

VACANT LOT DISPOSITION PROGRAM APPLICATION

VACANT LOT PURCHASE OFFER

Please note the required minimum bid is $500.00 per vacant lot. Applicants can choose to bid higher for the vacant lot if desired. The amount is not the only factor that will be considered in the bidding process.

$ 500 per vacant lot

CERTIFICATIONS AND SIGNATURE OF BIDDER

The undersigned bidder hereby declares that the only person or persons interested in the above proposal as principals are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned bidder hereby certifies that it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Sections 33E-33 or 33E-4 of the Illinois Criminal Code.

The undersigned bidder hereby certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If the undersigned bidder has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and is in compliance with that agreement, the bidder shall so state.

Name of Bidder	Signature	Date
Carolyn Marmolejo	Carolyn Marmolejo	8/26/2026

2026-424

Property Tax

Sangamon County, Illinois



Selected Parcel: 14-34.0-429-007
Location: 718 S 15TH ST

Current Assessment 2026 Payable 2027

Name & Mailing Address
CITY OF SPRINGFIELD
% DIRECTOR OPED
ROOM 107 MUNICIPAL CENTER EAST
800 E MONROE ST
SPRINGFIELD, IL 62701-1900

Class 95 TOTALLY EXEMPT REAL ESTATE

Mortgage Company
% DIRECTOR OPED

Status Active

Tax Code 091

Property Address
718 S 15TH ST
SPRINGFIELD, IL 62703

Legal Description
N 34' L 5 B 1
EASTMANS ADDN

Non-Farm Acres 0.00 **Farm Acres** 0.00

Volume 14 **Page** 39

Exemptions
* None *

Assessment Values

	Prior Year Board of Review Equalized	Assessor Changes	Board of Review Changes	Board of Review Equalized
		Finalized	Not Finalized	Not Finalized
Status	Active	Active		
Class	TOTALLY EXEMPT REAL ESTATE	TOTALLY EXEMPT REAL ESTATE		
Tax Code	091	091		
Reason				
Non-Farm Land	0	0		
Non-Farm Building	0	0		
Farm Land	0	0		
Farm Building	0	0		
1st Time Non-Farm Building	0	0		
1st Time Farm Building	0	0		
* TOTAL *	0	0		

Current Billing Details 2025 Payable 2026

Payment History, Year 2025 Payable 2026					
No	Date	Amount	Penalty	Other Costs	Transaction Type
No Payments for Tax Year					

2026-424

Assessment Information		Bill Information		Installment Detail
Assessment Year	2025-2026	Tax Year	2025-2026	1st Installment
Fair Market Value	0	Value After Exemptions	0	Due Date 06/05/2026
Assessed Value	0	Tax Rate	8.0964%	Tax Due $0.00
Township Multiplier	1.0722	Tax Extended	$0.00	2nd Installment
Value After Township Multiplier	0	Adjustments	$0.00	Due Date 09/04/2026
County Multiplier	1.0000	Tax Billed	$0.00	Tax Due $0.00
Equalized Value	0	Payments	-$0.00	No payments are currently scheduled.
Value After Exemptions	0			
		Tax Due	$0.00	
		1st Installment	$0.00	
		2nd Installment	$0.00	

Most Recent Sale

Number	Class	Sale Year	Sale Date	Sale Amount	Sale Acres	Township	
1	30 UNIMPROVED RESIDENTIAL	2014	10/24/2014	600	0.00	CAPITAL	Details

2026-424

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

CONTACT PERSON: James W. Peters

OFFICE REQUESTING: Office of Budget & Management

PHONE NUMBER: 217-789-2191

EMERGENCY PASSAGE: No ☑ Yes ☐ **If yes, explain justification - See attached document**

FISCAL IMPACT: $500.00

SUGGESTED TITLE: An ordinance authorizing acceptance of a proposal under RFP CS26-22 and execution of an agreement with Carolyn Marmolejo for the purchase of city owned property consisting of one (1) vacant lot located at 718 S 15th Street in the amount of $500.00 for the Office of Budget & Management

CONTRACTOR / VENDOR NAME: N/A **VENDOR NO:** N/A

CONTRACT TERM: N/A **Change in Scope Yes** ☐ **No** ☑

CONTRACT AMOUNT: N/A (Original amount if change order) N/A **Change Order #** N/A **Additional Amount**

Method of Purchase (check one)

☐ **Low Bid**
☐ **Low Bid Meeting Specs**
☐ **Low Evaluated Bid**
☑ **Other:** RFP
☐ **Exception:** _____
Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☑

Is Purchasing Agent approval attached? No ☐ Yes ☑

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1	001	107	GENC	VARI	0242	$500.00
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Submitted Proposal and County Tax Record

STAFF ANALYSIS

Authorizing the sale of one (1) vacant lot located at 718 S 15th Street to Carolyn Marmolejo for $500.00.

PIN: 14-34.0-429-007

Brief Legal: N34' L5 B1 Eastmans Addn

FUNDS CHECK BY: _____ **Date:** 8/27/2026

DIRECTOR / SUPERVISOR: _____ **Date:** _____

CITY PURCHASING AGENT: _____ **Date:** 8-27-2026

SIGN OFF: _____ (Mayor's Signature) CEM

_____ 8/27/26 (Director of OBM)

The information supplied on this form is not confidential information.

2026-424