



Illinois Department of Transportation

Office of the Secretary
2300 South Dirksen Parkway / Springfield, Illinois / 62764
Telephone 217/782-5597

August 11, 2008

Mr. Dan Long, Executive Director
Commission of Government Forecasting
and Accountability
703 Stratton Office Building
Springfield, Illinois 62706

Dear Director Long:

I have received your list of sixteen questions requesting additional information for the Commission regarding the Division of Traffic Safety Geographical Relocation. The Illinois Department of Transportation has prepared the following answers to the questions in your request:

1. *A detailed chronology of all activities conducted by IDOT culminating in its May 5, 2008 notification of the proposed closure of the DTS in Springfield.*

Fall 2006	Request to replace carpeting in Annex Building, which would cost IDOT \$200,000 under the terms of the lease, resulting in IDOT review of all its leases.
Nov - Dec 2006	Communications began regarding relocating from Annex due to cost of Annex lease, Secretary Martin and IDOT staff.
Feb 2007	Discussions about renegotiation versus move.
Midyear 2007	Travel to Southern Illinois to look at possible options
May 2007	IDOT staff discussions to reduce lease costs and possible location.
July 31, 2007	Annex Lease expires – convert to holdover status.
Dec 2007	Discussions about purchasing a building in Southern Illinois.
Jan 2008	IDOT Traffic Safety Relocation Committee formed assessment of technical needs associated with relocation Comparisons to other IDOT Leases. NHTSA contacted.
May 2, 2008	Secretary Sees announces geographic relocation of DTS.
May 5, 2008	Secretary sends official notice to Commission on Government Forecasting and Accountability (CoGFA).

2. *A signed copy of the contract to purchase the building in Harrisburg, Illinois, that was referenced several times during the hearing.*

(See Attachment A)

3. **A list of jobs that will be available to current traffic safety employees who elect to remain in Springfield. (Include job title, pay and work location.)**

The Department has every intention of providing equal positions in the Springfield area for all Division of Traffic Safety employees who choose not to transfer to the division's new location. At this time IDOT is providing the current funded vacant IDOT positions:

<u>JOB TITLE</u>	<u>Pay</u>	<u>WORK LOCATION</u>
TECHNICAL MANAGER III	\$3,905-\$6,945	OFFICE OF BUSINESS AND WORKFORCE DIVERSITY
ENGINEERING TECHNICIAN III (2 POS.)	\$3,205-\$5,665	DISTRICT 6
CIVIL ENGINEER III	\$4,455-\$7,530	DISTRICT 6
ENGINEERING TECHNICIAN III	\$3,205-\$5,665	HIGHWAY (CENTRAL)
CIVIL ENGINEER III (2 POS.)	\$4,455-\$7,530	HIGHWAY (CENTRAL)
TECHNICAL MANAGER V	\$5,035-\$8,545	PUBLIC INTERMODAL TRANSPORTATION

However, the Department is not able to provide a comprehensive list of specific jobs that will be available to the Traffic Safety employees in the future who elect to remain in Springfield. The Department cannot provide the list because the positions have not yet been identified nor can they be identified until the Department gets closer to the date of the implementation of the transfer. First, the Department does not know how many employees will choose not to transfer to Harrisburg and, therefore, does not know how many positions will need to be made available. Second, to minimize the impact on all current employees, both inside and outside the Division of Traffic Safety, the Department would like to first offer positions that are vacant at the time of the transfer. At this time, the Department does not know what positions might become vacant over the next few months that will be available for Division of Traffic Safety employees. As positions are vacated, the Department is holding each such position open until such time as the transfer occurs. Third, once the 50-day freeze on the Department taking any action with respect to the transfer provided under the Facilities Closure Act expires, the Department will fulfill any legal obligations it has with respect to implementing the transfer vis-à-vis the labor unions representing affected Department employees – obligations that may exist under the Illinois Public Labor Relations Act or under the Department's collective bargaining agreements. To the extent that the Department has already negotiated contractual provisions regarding geographic transfers or has any additional obligation to conduct impact discussions with the unions prior to the transfer, the contractual provisions and/or future discussions will likely address the issue of available positions and likely identify the positions to which the affected employees may move.

A list of employees that have been hired by the Traffic Safety Division in the last six months, including job title, pay, county from which they were hired and work location.

<u>Job Title</u>	<u>Pay</u>	<u>Hired from County</u>	<u>Work Location</u>
TECHNICAL MANAGER II	\$3677/Mo	Sangamon	Sangamon
TECHNICAL MANAGER IV	\$4195/Mo	McHenry	Cook
TECHNICAL MANAGER IV	\$4196/Mo	Cook	Cook

4. Those individuals not belonging to a union, what guarantees of job placement are they being given?

The Department has repeatedly pledged to place all current Traffic Safety employees who do not wish to geographically transfer, as has the Governor.

5. If the veteran hazmat and motor carrier compliance from DTS do not move to Harrisburg, decades of institutional knowledge of very complicated hazardous materials and motor carrier regulations will be lost. How many of the Division of Traffic Safety officers have indicated a willingness to move to Harrisburg? Please elaborate in IDOT's statement that it can "retain new employees" to fulfill DTS responsibilities if experienced personnel do not relocate to Harrisburg.

Currently there are thirty-five motor carrier safety/hazardous material/safety auditor staff employed by IDOT- Division of Traffic Safety. All of these employees are assigned to locations throughout Illinois. Each of the thirty-five staff are USDOT certified commercial vehicle compliance officers. Thirty of the staff are certified at three levels of hazardous material. This staff is located in all regions of the state and are qualified to respond to most hazardous material situations and questions. The remaining five staff with more experience are located in Springfield. Secretary Sees has stated those 5 positions and the employees in those positions will remain in Springfield. In addition, the Illinois State Police has forty troopers that are trained in all hazardous-material levels with many years of experience. IDOT-Division of Traffic Safety funds the Illinois State Police Motor Carrier Unit with USDOT funds. The ISP would be asked to assist with any situations the IDOT staff couldn't handle. IDOT staff work very closely with the ISP motor carrier staff.

6. What is the composition (number) of current DTS employees for the following categories:

a.1) Coded¹	54
a.2) Non-Coded¹	54
b.1) Union	53 Code 33 Technical
b.2) Non-Union	1 Code 21 Technical
c.) Rutan Exempt	15 Tech 4 Code
d.) Rutan Included	89
e.) Exempt Position	See Below ²

- ¹ Nineteen (19) employees have left DTS (retired, transferred, etc.) since May 1, 2008 and those positions are not included in this count. Also, Thirteen (13) student workers positions are not included in this count.
- ² All Technical Staff are exempt from the *Personnel Code* (54). In addition, 15 of the 54 are also Rutan Exempt.
The Division has no Code positions which are exempt from the *Personnel Code*. There are four that are Rutan Exempt.
- ³ Total Positions at TS = 140

7. Will this composition be changed if DTS moves to Harrisburg? If yes, please detail all changes.

IDOT does not intend to change the composition of the DTS employee staff.

8. Please explain IDOT's appraisal process for land acquisition, citing all relevant statutory authority. Why weren't at least three appraisals obtained which is common practice when the state purchases buildings?

Just compensation is required for taking private property. Courts have held that fair market value is a measure of just compensation. The Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended) requires an appraisal (with a couple of exceptions – donation and waivers of appraisals). The regulations can be found at 49 CFR Part 24. The Department policies regarding appraisals are consistent with federal requirements. (See Attachment C: Section 2.02-3 of the Division of Highways Land Acquisition Manual). Federal and state law and regulations do NOT require the Department to perform more than one appraisal per parcel. 20 ILCS 405/405-300. Please note that IDOT will pay less than the appraised price of the building upon purchase.

Three appraisals are not common practice when the state purchases a building unless there is an option to purchase in a lease (CMS practice) or for the sale of existing state property. 20 ILCS 405/405-320.

9. Please clarify IDOT's position that the Hanley Building would not provide enough space for the DTS employees, specifically in the context of:

- a. The recent proposal to relocate as many as 240 additional personnel to the Hanley Building, as part of the Governor's failed "Shared Services" initiative.**

The EED Shared Services initiative included approximately 194 positions. Over half of the Shared Services employees were already stationed in the Hanley Building (96). (See Attachment D (2 pages)).

- b. Existing headcount reduction at the Hanley building by approximately 450 positions from the 1100-1200 that were housed in the building prior to the "early retirement initiative."**

The figures stated above are not correct. In 2003 the Hanley building housed 1,017 employees. In 2008, there are 870 employees

³ Total Positions at TS = 140

(inclusive of IDOT, CMS, Students with Disabilities, etc.). The difference is 147 positions.

The Graphic Artist section requires extensive work area space due to their specialized equipment. These 17 positions are now in a physical space that previously housed approximately 60 work stations. That is a loss of 43 work stations.

The Hanley building was retrofitted to support the Student Professionals with Disabilities. Larger work areas were required to support their needs, as well as expanded space for the Bureau of Civil Rights. Civil Rights also needed to increase space to accommodate wheel chair access.

c. The proposed relocation of 17 graphic Art Specialist and associated equipment presently located in the Hanley building.

This is under authority of Central Management Services.

d. Ann Schneider's statement in the March 31, 2008 newsletter where she states IDOT "has facility space to accommodate the rest of the employees from the other agencies."

Please see "a" above.

10. Please provide a copy of the survey done on the property being acquired in Harrisburg, Illinois.

(See Attachment E: Plat of Survey)

11. IDOT testified that when examining potential locations to which the Division of Traffic Safety could be moved, that state owned properties were not examined. IDOT's legal counsel explained that she was not the actual person that determined there was not available State-owned space available to house the Division of Traffic Safety. The commission requests a chronology of the decision making process that determined no State-owned space existed in Springfield, as well as, all persons involved in making that determination.

The commission notes that the Department testified that state-owned properties were not examined. It was IDOT's understanding based on discussions in mid 2007 with CMS staff member Mark Kolaz and others that the restacking of agencies into existing state-owned space and the funds to accomplish restacking were committed to other agencies who are without stand alone authority or access to available funds. Additionally, IDOT staff members Ann Schneider and Bill Grunloh conducted a Cost Benefit Analysis. As noted in this analysis, prior to the Annex lease expiration on July 1, 2007, the Department looked at lease costs statewide:

"Purpose of the Project

Prior to the lease expiration at the Annex in Springfield, a decision was made to try to find a lower cost alternative to house

the Division of Traffic Safety. A comparison of lease and purchase costs across Illinois revealed that IDOT could realize significant cost savings by relocating the operations of the Division of Traffic Safety to Southern Illinois. IDOT is paying \$8.39 per square foot for an office facility in Marion. The Marion lease office space is more than 75% less than the cost for the Annex. IDOT also looked at costs in East St. Louis (\$14.50 per square foot) and costs in Matteson (\$17.00 per square foot). A more recent review of market lease rates in Southern Illinois indicates the IDOT could lease a space for \$12.00 per square foot, at a fully loaded rate. (Excerpt from cost benefit analysis July 1, 2008 COGFA filing)."

- 12. Please disclose all due diligence performed by IDOT with respect investigating potential flood hazards at the building site in Harrisburg, Illinois. In particular identify individuals/agencies consulted and the results of those inquiries.**

IDOT contracted for an independent appraisal and environmental study. The appraisal shows the property lying outside a "Flood Hazard Zone." Neither the appraisal nor the environmental study indicated any previous water damage to the building. IDOT relied on Dr. Wyatt's first hand accounts of the facts from the March flood. The property is not in the flood plain as mapped by the U.S. HUD.

- 13. The unions expressed concerns regarding asbestos, mold and radon at the site. Please disclose all due diligence performed by IDOT with respect to these concerns, and the results of any investigations.**

Please see attached memorandum from Deputy Director Eric E. Harm to Chief Counsel Ellen Schanzle-Haskins, regarding the Final Preliminary Site Investigation Report. (See Attachment F)

- 14. On May 6, 2008 you received a letter from the U.S. Department of Transportation expressing concerns about the relocation of the Division of Traffic Safety to Harrisburg, Illinois. In that letter, the U.S. Department of Transportation asked you how this proposal would support the Comprehensive Highway Safety Plan, the annual Highway Safety Plan, and the Motor Carrier Safety Plan of Illinois, and how the State of Illinois will continue to fulfill it's obligations to the various federally supported safety programs currently performed within the Division of Traffic Safety? Please submit IDOT's response to these questions from the U.S.D.O.T. If IDOT has not responded to this letter then the Commission asks that IDOT answers the questions put forth in the letter and submit those answers to the Commission.**

(See Attachment G: Letter dated May 16, 2008 from Secretary Sees to Mr. Norman Stoner, Mr. Steven Mattioli and Mr. Michael Witter).

- 15. How much will the proposed Highway 13 corridor connector in Harrisburg cost?**

The Illinois 13 Connector is a 3 phase project. One phase has already been completed. The estimated cost of the other two phases is

approximately \$20 million - \$25 million and has not yet been programmed. The feasibility study for this project was completed more than 10 years ago and land acquisition has already occurred. The property adjacent to the Harrisburg building is already owned by IDOT.

16. Please submit the chronology and financial details of the transaction involving the Foundation's acquisition of the proposed Harrisburg site from the Bank of Marion, and who the principles and board members are of that financial institution.

The Southeastern Illinois College Foundation purchased the property for \$1,500,000 pursuant to the attached Deed. IDOT was not a party to this transaction and does not have this information. (See Attachment H: Warranty Deed)

After reviewing this information, along with the CoGFA "Division of Traffic Safety Geographical Relocation" report, and subsequent documentation filed with the Commission, if you have any further questions please feel free to contact me.

Sincerely,

Milton R. Sees, P.E.
Secretary

cc: Senator Jeffrey Schoenberg
Representative Richard Myers



Illinois Department of Transportation

CONTRACT TO PURCHASE REAL ESTATE

PARCEL 9090208

1. The Parties: Department and Owner are referred to as the "Parties."

Department or Buyer: THE STATE OF ILLINOIS, Department of Transportation, Division of Highways.

Owner or Seller: Southeastern Illinois College Foundation

2. The Parcel: Parcel shall be defined to include the Parcel and all improvements thereon. Department desires to acquire the Parcel in connection with its acquisition of property for the proposed Department of Transportation Offices in Harrisburg in Saline County, Illinois from Owner and Owner desires to sell the Parcel to the Department, pursuant to the terms of this Contract to Purchase Real Estate (the "Contract"). Owner agrees to convey to the Department, the Parcel commonly known as 540 North Commercial, Harrisburg, Saline County, Illinois, 62946 (06-1-083-02, 06-2-148-02) (Permanent Index No.) and more or less legally described in Exhibit A, attached hereto and, by this reference, made a part hereof. Exhibit A is a map which is intended to depict the portion of the building, the parking lot and other acreage included in the sale of said Parcel. It is agreed that the Parcel will include approximately 32,000 square feet of the building, 150 paved parking spaces and approximately 47.76 percent of the total lot owned by the Seller. Exhibit A is a map which depicts said Parcel. Not later than 60 days prior to Closing, Department shall cause to be furnished textual legal descriptions of the area depicted as map Exhibit A. A final unrecorded survey for the Parcel shall be furnished on or prior to 60 days in advance of Closing. For purposes of this Agreement, the textual legal description shall control over the map and the surveyed description shall control over the textual legal descriptions.

Certifications and Disclosure of Ownership and/or Beneficial Interest Affidavit. Contemporaneously with the execution of this Contract, Owner completed, executed and delivered to the Department, the Certifications regarding bribery and interest of a state employee, spouse and minor children (the "Certifications"), a Disclosure of Ownership and/or Beneficial Interest Affidavit (the "Affidavit") and a Certification of Taxpayer Identification Numbers, copies of which are attached hereto, marked Exhibit B and made a part hereof. The individual who is shown to hold the greatest percentage of beneficial interest in the Parcel has executed the Affidavit, which discloses the names, addresses, descriptions of interest, percentages of interest and taxpayer identification numbers of all holders of beneficial interest in the Parcel. This Contract is subject to a full and complete disclosure of all such holders of ownership and/or beneficial interest and the Department may terminate and declare this Contract null and void if a full and complete disclosure of all such holders of beneficial interest has not been timely made, or, if the disclosure reveals a conflict of interest.

3. Fixtures and Personal Property. All of the fixtures and personal property stated herein are owned by the Owner and to Owner's knowledge are in operating condition as of the Date of Acceptance, unless otherwise stated herein. Owner agrees to transfer to Department by Bill of Sale at Closing the following except as otherwise provided herein: All existing improvements and fixtures, if any, including, but not limited to: heating, plumbing, electrical and well/septic systems and equipment; water heater; central cooling, humidifying and filtering equipment; fixed carpeting; built-in kitchen appliances, equipment and cabinets; water softener (except rental units); storm and screen windows and doors, attached shutters, shade and drapery hardware, attached shelving systems, attached fireplace screen, roof or attic TV antenna, all planted vegetation, garage door openers and in-car transmitters, all of which shall remain intact with the Parcel.

All other existing personal property shall be removed from the Parcel by Owner upon delivery of Possession to the Department.

Owner warrants to the Department that all fixtures, systems and personal property included in the Contract shall be in operating condition at time of delivery of possession. A system or item shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.

4. Total Compensation. Total Compensation of \$25.38 multiplied by the total square footage for approximately 32,000 square feet for a total sum not to exceed \$812,160.00 contained in the Parcel shall be paid by Department to Owner at Closing as defined in Paragraph 5 herein below, as adjusted by real estate tax prorations, payment of mortgage and lien balances, other appropriate prorations as provided under Paragraph 7, price adjustments required under Paragraph 9 (D) of this Contract and other claims against the Parcel.. Final square footage shall be determined by survey.

Total Compensation includes: (a) compensation for any access rights taken, together with damages, if any, to the remainder of Owner's Parcel as a result of the acquisition by the Department of any part of Owner's Parcel, , and (b) compensation for any improvements on Owner's Parcel to be acquired hereunder, and damages, if any to all improvements.

The Total Compensation is intended as just compensation for good and merchantable title to all interests in the Parcel, free and clear of all claims or rights of other parties, taxes, liens, encumbrances and objections. Owner holds the Department harmless from any and all claims that may be made by any of Owner's tenants now or hereafter leasing the Parcel or any claims which may be made by anyone else claiming an interest in the Parcel.

Owner understands and agrees that Owner's Total Compensation is subject to the Illinois law (15 ILCS 405/10.05 and 10.05b) that requires the Comptroller of the State of Illinois to deduct from any state compensation any account or claim in favor of the state and any amount necessary to satisfy past due child support or delinquent student loan and financial aid obligations on any loan guaranteed by the Illinois Student Assistance Commission.

5. Closing: Closing or escrow payout shall be on September 15, ²⁰⁰⁸~~2009~~; (the "Closing Date") through an escrow at Wheatland Title Guaranty Company, 105 West Veterans Parkway, Yorkville, IL 60560, as Escrow Agent, (insert address of Escrow Agent) (the "Escrow Agent"); provided, however, that the Closing Date may be delayed by Department to allow such additional time as may be deemed necessary or desirable, at the sole option and in the sole discretion of the

Department, to clear title, process payment for the Parcel or obtain the approval of the Illinois Attorney General or otherwise complete a satisfactory review of the Parcel, as provided under Paragraphs 9 (D) and 16.

6. Possession: Unless otherwise provided in this paragraph, Owner shall deliver possession to Department on the Closing Date. Possession shall be deemed to have been delivered when Owner has vacated the Parcel in accordance with the terms of this Contract and delivered keys to the Parcel to Department.

Except as expressly provided herein or by separate written agreement of the parties hereto, no access will be allowed on or across the Parcel after the Parcel is conveyed to the Department. This provision shall survive the Closing.

Unless Owner and the Department enter into a separate lease for the Parcel, if Owner fails to deliver possession on the Closing Date, Owner shall pay the Department the sum of \$ TBD per day, commencing on the Closing Date and continuing until possession is delivered to the Department. Nothing herein shall be construed to grant Owner the right to remain in possession beyond the date of possession, and the Department shall have the additional right to take any action available at law or in equity to acquire possession of Parcel. If the Department is required to initiate legal proceedings to obtain possession after the Closing Date as set forth in this Contract, Owner shall additionally pay the Department its reasonable costs, fees and expenses, including attorneys fees, incurred in connection with such legal proceedings. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties.

7. Prorations: Proratable items shall include, without limitation, rents and deposits (if any) from tenants, Special Service Area tax for the year of closing only, utilities, water and sewer. Seller agrees to pay prior to or at Closing any special assessments confirmed prior to date that this Contract is signed by the Secretary of the Department ("Date of Acceptance"). Any installments for a Special Service Area due after the year of Closing shall not be a proratable item. The general real estate taxes for the Parcel shall be prorated as of the date of Closing Date based on 120% of the most recent ascertainable full year tax bill, which amount shall be held from the proceeds by the Escrow Trustee and upon presentment of the final real estate tax bills that are issued for the periods covered, by either Party, the Escrow Trustee shall pay such tax bill. If the funds held in escrow exceed the actual amount of the tax liability, then the Escrow Trustee shall return the excess funds to Owner. If the funds held in the escrow are not adequate to pay the amount of Owner's actual prorated real estate tax liability, then the Owner shall timely pay such amount to the Saline County Treasurer, and if such payment is late, Owner shall be responsible for all late fees, penalties and interest. If the amount of the most recent ascertainable tax bill reflects a homeowner, senior citizen or other exemption, Owner has submitted or will submit in a timely manner all necessary documentation to the Assessor's Office, before the Closing Date, to preserve said exemption, and shall provide evidence thereof to Department. The Owner shall be responsible for payment of all utility bills through date Owner delivers possession to the Department.

8. Costs Associated With Property Division : The Department agrees to be responsible for the costs of division of the parcel including the cost of survey, erection of interior walls required to separate the Parcel purchased by the Department from the Seller, and any cost to separately meter the parcel's water and electrical service. The main switch gear will remain in the current location and IDOT will furnish access as needed. The Seller agrees to be responsible for the costs of moving any distribution panel located on the Parcel that services the electrical

systems for that portion of the building retained by the Seller.

9. Termination of Contract by Department; Modification of Contract:

(A) Violation of Certification. This Contract and the Department's obligations hereunder are subject to Owner (and each of them) being in compliance with the terms and conditions of the Certifications, Affidavit and other documents attached as Exhibit B and executed by the Owner. The Department shall have the right to terminate this Contract by written notice to Owner in the event Owner is found to be in violation of or fails to qualify as required by the Certifications or Affidavit. In the event of such termination, the Department shall have no further obligations to Owner in connection with this Contract.

(B) Approval by Illinois Attorney General. In accordance with 30 ILCS 545/2(a) and notwithstanding anything to the contrary set forth herein, the obligation of the Department to purchase the Parcel shall be contingent upon the Department obtaining the Illinois Attorney General's approval of title to the Parcel to be acquired hereunder. In the event the Department notifies the Owner prior to the Closing Date set forth in Paragraph 5 above, that title has not been approved by the Illinois Attorney General, then this Contract and the obligations of the Department and the Owner hereunder, shall terminate and be of no further force and effect upon any termination (except for those obligations of the parties and terms and provisions hereof, which are expressly intended to survive the termination of this Contract), unless the Closing Date is extended by the Department in accordance with Paragraph 5.

(C) Lack of Funding. The Department shall use its best efforts to secure sufficient appropriations to fund this contract. However, the Department's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. The Department shall, in its sole discretion, determine whether amounts appropriated are sufficient. The Department shall give Owner notice of insufficient funding as soon as practicable after the Department becomes aware of the insufficiency. The Department's obligation to perform its obligations hereunder shall cease upon Owner's receipt of such notice.

(D) Professional Inspections: The Department shall have 90 days from the Date of Acceptance by the Department to determine at Department's expense, (unless otherwise provided by governmental regulations) that the general condition of the Parcel is satisfactory. Such review may include soil borings, environmental audits, engineering studies and a home radon, environmental, lead-based paint and/or lead-based paint hazards (unless separately waived) well water, septic system, and/or wood destroying insect infestation inspection(s) of the Parcel by one or more licensed or certified inspection service(s). The Department shall serve written notice upon Owner of any defects disclosed by the inspection(s), which are unacceptable to the Department, together with a copy of the pertinent page(s) of the report(s) within 90 days after Date of Acceptance. **If written notice is not served within the time specified, this provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect. If prior to the expiration of 90 days after Date of Acceptance, written agreement is not reached by the Parties with respect to resolution of the inspection issues, including the correction of defects or a reduction in the Total Compensation, then this Contract shall be null and void.**

(E) The Department reserves the right to cancel this contract at any time for any reason in the sole discretion of the Department upon 5 days written notice.

10. The Deed: Owner shall convey or cause to be conveyed to the Department good and merchantable title to the Parcel by recordable general Warranty Deed, with release of homestead rights, (or the appropriate deed if title is in trust or in an estate). Title when conveyed will be good and merchantable, subject only to: general real estate taxes not due and payable at the time of Closing, covenants, conditions and restrictions of record, building lines and easements, if any, so long as they do not interfere with the current or proposed use and enjoyment of the Parcel.

11. Title: At Department's expense, Department will deliver or cause to be delivered to Owner or Owner's attorney within customary time limitations and sufficiently in advance of Closing, as evidence of title in Owner, a title commitment of an ALTA title insurance policy (the "Title Commitment") in the amount of the Total Compensation with extended coverage (except for survey matters) by _Wheatland Title Guaranty Company (the "Title Company"), issued on or subsequent to the Date of Acceptance, subject only to items listed in Paragraph 10. The requirement of providing extended coverage shall not apply if the Parcel is vacant land. The Title Commitment will be conclusive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the Title commitment discloses unpermitted exceptions, then Owner, at Owner's expense, shall have said exceptions or encroachments removed.

In the event circumstances involving claims, mortgages or other liens, encumbrances and objections arise to title that are beyond the control of Owner to clear, or other matters arise that affect the timely conveyance of clear title to the Department, the Department, at its option, may institute eminent domain proceedings against Parcel. The Owner, if requested by the Department, agrees to execute an appearance in the eminent domain proceedings and agrees to consent to the entry of a judgment in the amount of the Total Compensation set forth in Paragraph 2 above. In such event, the Department may deposit sums due Owner hereunder with the Saline County Treasurer, pursuant to the Eminent Domain provisions of the Code of Civil Procedure (735 ILCS 30/20-5-5, et seq.), and Owner shall have the right to withdraw said sums as therein provided. If Owner fails to have unpermitted exceptions waived prior to the Closing Date, the Department may (but is not required to) elect to take the title as it then is, with the right to deduct from the Total Compensation prior encumbrances of a definite or ascertainable amount. Owner shall furnish the Department at Closing an Affidavit of Title covering the Closing Date, and shall sign any other customary forms required for issuance of an ALTA Insurance Policy.

12. Escrow Closing: This sale shall be closed through an escrow with the Escrow Agent in accordance with the provisions of the Deed and Money Escrow Agreement, a copy of which is attached hereto, marked Exhibit C and, by this reference, made a part hereof. The cost of the escrow shall be paid by the Department.

13. Document Preparation: The Department shall prepare all documents necessary for the conveyance to the Department of the Parcel, including but not limited to the following documents:

(i) Deed in the form of Exhibit D attached conveying the Parcel with the Affidavit of Title.

(ii) Bill of Sale in the form of Exhibit E attached conveying the fixtures and personal property listed in Paragraph 3.

(iii) Statement required for the Issuance of ALTA Owner's and Loan Policies (ALTA Statement) in the form of Exhibit F attached as required by the Title Company.

(iv) Notice Regarding "Foreign Investment in Real Property Tax Act" (FIRPTA) in the form of Exhibit G attached as required by the Title Company.

Owner agrees to timely execute any and all such documents. In the event the Parcel is held in trust, the Trustee, as Owner, will deliver, at Closing, any and all executed documents necessary to cause the Trustee to timely transfer the Parcel to the Department in accord with this Contract. All Trustee fees in connection therewith shall be paid by Owner. If the Owner retains an attorney to represent the Owner in connection with the sale of the Parcel under this Contract, any and all attorneys' fees shall be paid by Owner in connection with such representation.

14. Damage to Parcel Prior to Closing: Owner shall be responsible for any damages to Parcel and improvements located thereon until delivery to the Department, and Owner shall deliver the Parcel and improvements to the Department in the same condition as existed at Acceptance Date, normal wear and tear excepted.

In the event that, prior to closing, the Parcel improvements are destroyed, partially or in total, by fire or other casualty, the Department may elect to renegotiate the Total Compensation, cancel this Contract or consummate the Contract and receive such insurance proceeds as are paid on the claims of loss.

15. Owner Representations: Owner represents that Owner has not received written notice from any Governmental body regarding (a) zoning, building, fire or health code violations that have not been corrected; (b) any pending rezoning; or (c) any pending condemnation or eminent domain proceeding affecting the Parcel. Owner further represents that Owner has no knowledge of boundary line disputes, easements or claims of easement not shown by the public records, any hazardous waste or materials on the Parcel or any improvements for which the required permits were not obtained. The term "hazardous waste or materials" means and includes any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic under any environmental requirements, asbestos and petroleum, including crude oil or any component thereof, natural gas liquids, liquified natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). The term "environmental requirements" means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any governmental authority or agency regulating or relating to health, safety, or environmental conditions on, under, or about the Parcel or the environment surrounding the Parcel, including, without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder. Owner represents that there have been no improvements to the Parcel which are not either included in full in the determination of the most recent real estate assessment or which are eligible for home improvement tax exemption.

16. Condition of Parcel and Inspection: Owner agrees to leave the Parcel in broom clean condition. All refuse and personal property that is not to be conveyed to the Department shall be removed from the Parcel at Owner's expense before possession. The Department shall have the right to inspect the Parcel, fixtures and personal property prior to possession to verify that the Parcel, improvements and included personal property are in substantially the same condition as of the Date of Acceptance, normal wear and tear excepted.

17. Performance: Time is of the essence of this Contract. In any action with respect to this Contract, the Parties are free to pursue any legal remedies at law or in equity.

18. Plat of Survey: The Department may, at Department's expense but is not obligated to furnish a Plat of Survey of the Parcel to the Title Company.

19. Governmental Compliance: Parties agree to comply with the reporting requirements of the applicable sections of the Internal Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.

20. Foreign Person: Owner represents and warrants that Owner is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended.

21. No Broker: The Parties each represent and warrant to the other, that they know of no brokers or other persons or entities who have been instrumental in this transaction. In the event there is a commission due relating to the sale of the Parcel, Owner shall be responsible for such commission. This paragraph shall survive Closing.

22. Entire Agreement: This Contract is for the acquisition of Owner's entire interest in the Parcel. When duly accepted and executed by Owner and the Department, this Contract shall constitute the entire agreement between the Parties, with neither Party relying upon or bound by any prior or subsequent statement or representation made by the other, and not contained herein.

23. Representations, Warrants and Covenants with Respect to the USA Patriot Act:

All capitalized words and phrases and all defined terms used in the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "**Patriot Act**") and in other statutes and all orders, rules and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001, are hereinafter collectively referred to as the "**Patriot Rules**" and are incorporated into this Section.

The Department and Owner hereby represent and warrant, each to the other, that each and every "person" or "entity" affiliated with each respective party or that has an economic interest in each respective party or that has or will have an interest in the transaction contemplated by this Contract or in any Parcel that is the subject matter of this Contract or will participate, in any manner whatsoever, in the purchase and sale of the Parcel is, to the best of the Department's or Owner's knowledge:

- not a "blocked" person listed in the Annex to Executive Order Nos. 12947, 13099 and 13224;
- in full compliance with the requirements of the Patriot Rules and all other requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("**OFAC**");
- operated under policies, procedures and practices, if any, that are in compliance with the Patriot Rules and available to each other for review and inspection by the other during normal business hours and upon reasonable prior notice;

- not in receipt of any notice from the Secretary of State or the Attorney General of the United States or any other department, agency or office of the United States claiming a violation or possible violation of the Patriot Rules;
- not listed as a Specially Designated Terrorist or as a blocked person on any lists maintained by the OFAC pursuant to the Patriot Rules or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC issued pursuant to the Patriot Rules or on any other list of terrorists or terrorist organizations maintained pursuant to the Patriot Rules;
- not a person who has been determined by competent authority to be subject to any of the prohibitions contained in the Patriot Rules; and
- not owned or controlled by or now acting and or will in the future act for or on behalf of any person or entity named in the Annex or any other list promulgated under the Patriot Rules or any other person who has been determined to be subject to the prohibitions contained in the Patriot Rules.

Each Party covenants and agrees that in the event it receives any notice that it or any of its beneficial owners or affiliates or participants become listed on the Annex or any other list promulgated under the Patriot Rules or indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, the party that receives such notice shall immediately notify the other and the effect of the issuance of a notice pursuant to the Patriot Rules is that this Contract shall automatically be deemed terminated and the parties shall have no further rights or obligations under this Contract, except for those rights, liabilities or obligations that survive a termination of this Contract.

24. Mutual Right of First Refusal: In the event within 25 years of the date of this agreement, either the Department determines that it wishes to sell the Parcel it has purchased under this Agreement or in the event the Southeastern Illinois College Foundation determines to sell its interest in the remaining property constituting 540 North Commercial, Harrisburg, Illinois, and owner will have received a bona fide offer for it from a prospective purchaser, the owner will give written notice of the offer together with an executed copy of the offer to the other party to this Agreement. The party receiving notice of the offer may purchase the tendered property at the same price and on the same terms as offered by the proposed purchaser, provided written notice of the election to purchase is given to the selling owner is provided to the selling owner during the 30 day period immediately following the delivery of the notice of the offer and copy of it to the party holding the right of first refusal. This covenant and promise shall survive the closing of this transaction and the delivery and acceptance of a deed from the seller to the purchaser.

25. Easement: An easement for ingress and egress (Easement) of persons and vehicles shall be granted to the Department on, over and along those portions of real estate depicted on the map attached hereto as Exhibit H for the benefit of the Department, its employees, invitees, and guests. Exhibit H is a map which depicts the real estate to be retained by the Buyer. Not later than 60 days prior to Closing, Department shall cause to be furnished textual legal descriptions of the Easement across said real estate depicted in Exhibit H. A final unrecorded survey for the Easement shall be furnished on or prior to 60 days in advance of Closing. For purposes of this Agreement, the textual legal description shall control over the map and the surveyed description shall control over the textual legal descriptions.

26. Architectural Modification: The parties agree that, after the conveyance, that neither party will modify or change the exterior of the building in a manner which will be inconsistent with the architectural integrity, appearance or aesthetics in any manner which would impair the value of structure as a whole or the separate portions of the structure.

27. Additional Agreement Which Will Survive Conveyance: The parties recognize that, after the closing and conveyance of the Parcel to be purchased by the Department, that the parties shall have certain shared responsibilities arising from the parties' division of the common structure located at 540 Commercial, Harrisburg, Illinois, including provision for sharing of costs for the maintenance of the common or party walls, sharing the costs of maintenance of the building's roof and parking areas and that the Southeastern Illinois College Foundation, or its successors and assigns will need access, from time to time, to the main electrical switch box to provide for service. The parties agree that a parole or supplemental agreement will be entered into addressing these relations

Date of Acceptance _____

Signature page for Contract to Purchase Real Estate, Parcel #9090208.

This Contract may be executed in multiple counterparts. The Parties warrant that the signatories hereto are their duly authorized representatives with full authority to execute this Contract and bind the Parties. The Department and Owner have caused this Contract to be executed on the dates shown below.

FOR THE OWNER(S):

SOUTHEASTERN ILLINOIS COLLEGE FOUNDATION

By: _____
Donna Patton, Board Chairperson

Date: _____

Attest: _____

Date: _____

Dr. Charles Seten, Finance Committee Chairperson

Date: _____

Dr. Tracey Wyatt, Foundation Director

Title

Legal Address

City, State, Zip

ATTEST:

Legal Address

City, State, Zip

FOR THE DEPARTMENT:

Ellen Schanzle-Haskins / *ETS*
Ellen Schanzle-Haskins, Chief Counsel

Ann Schneider
Ann Schneider, Director Finance & Administration

Milton D. Sees
Milton D. Sees, Secretary

6-27-08
Date

6-27-08
Date

6-27-08
Date of Acceptance

Except for donations, as explained in Section 2.01, at least one appraisal is required for all parcels. Generally, staff appraisers will prepare valuations of minor acquisitions; however, fee appraisers and/or fee waiver valuers may be assigned these minor acquisitions when they are included with the assignment of other parcels on the project or when staff appraisers are not available. At least two appraisals or opinions of value can be obtained on parcels in contested condemnation cases at the district's and/or SAAG's discretion.

When the appraisal problem is complex as defined in Section 2.01-5, an additional appraisal may be obtained. When two appraisals have been obtained and there is a wide divergence in the appraisals or if the review appraiser feels the compensation is substantially outside the range of appraisals received, additional appraisals may be obtained with concurrence from the chief of CBLA. Concurrence shall be received before they are requested from the appraiser. This concurrence may be verbal, but a memorandum that summarizes the concurrence must be in the district files.

When condemnation is imminent, up to two additional appraisals may be obtained. Condemnation will be considered imminent when there has been no answer within the allotted time to the "Final Offer" letter or when the final offer has been refused. It is recommended that any additional appraisers or valuation witnesses be retained before the condemnation petition is filed in order that they can view the property on that date.

The above provision does not apply to opinions of value for court testimony, which may be obtained by either the regional engineer or the SAAG. When the opinions of value are obtained by the district, the files should be documented to show that these were obtained for court testimony rather than for negotiating purposes and payment for the fees should be coded as a court cost rather than appraisal fees.

DID 3.A — Task 3
EED Center Sizing - HR

HR Processes	HPA	CDB	EPA	AG	IDOT	DNR	DCEO
Benefits	0.5	0.4	1.2	0.7	4.3	1.1	0.2
Payroll	0.5	0.1	1	1	3.8	1.9	0.4
Transactions	1.1	0.1	1	0.6	9.3	1.1	1.3
Hiring	0.5	0.1	0.8	0.6	9.3	0.5	1.9
Timekeeping	1.1	0.2	1	0.3	1.3	0.4	0.9
Administrative	0.5	0.1	0.6	1.5	1.6	1.2	0.2
Leave	0.3	0.2	0.3	0.4	0.4	0.5	0.2
Classification	0.3	0.3	0	0.5	4.4	0.4	0.8
Training	0.2	0.1	0.1	0.2	13.4	0.2	0.1
Labor Relations	0.5	0.4	0	0.9	0	0.7	1
Total HR FTE's	5.5	2	6	6.7	47.8	8	7
Total Headcount June FY07	240	132	1070	457	5376	1668	432
Number of Employees Supported per HR FTE	43.64	66.00	178.33	68.21	112.47	208.50	61.7

Total EED HR Center FTEs: 83

DID 3.A — Task 3 **EED Center Sizing - Fiscal**

Fiscal Processes	HPA	CDB	EPA	AG	IDOT	DNR	DCEO
Procurement I & III	0.3	0	2	0.7	15.5	3	0.9
Procurement II	0.8	0	0	0.1	1.7	0	0
Procurement IV	2.2	0.2	4	1.9	10.2	9	7.8
Grants Accounting	0.3	0	0.9	0.7	3	0	4.7
General Accounting	1.2	0.2	2.6	0.1	8.8	1	0
Financial Statements	0.5	0	0.6	0.3	3.2	0	3.6
Accounts Receivable	1.1	0	3.8	1.3	2.6	0	2.0
Fixed Assets	0.4	0	1.1	0.1	3.4	2	1.4
Locally Held Funds	0.1	0	0	0.2	0	0	0
Total Fiscal FTE's	6.9	0.4	15	5.4	48.4	15	20.4
Total Headcount June FY07	240	132	1070	457	5376	1668	432
# of Employees Supported per Fiscal FTE	34.78	330.00	71.33	84.63	111.07	111.20	24.2

Total EED Fiscal Center FTEs: 111.5

PRELIMINARY DRAFT – FOR DISCUSSION PURPOSE ONLY

-6-

Deloitte.

THE SOUTHEASTERN ILLINOIS COLLEGE FOUNDATION PROPERTY

MAIN SOURCE OF REFERENCE: BOOK 1932, PAGE 564

PROPOSED CONVEYANCE TO ILLINOIS DEPARTMENT OF TRANSPORTATION

JONES (of Laidlaw) has been acknowledged as one of the country's leading light in the engineering industry, following a career of 25 years in the industry and 10 years in the public sector. He has been instrumental in the development of the industry's leading engineering education and training programmes, and has been instrumental in the development of the industry's leading engineering education and training programmes. He has been instrumental in the development of the industry's leading engineering education and training programmes, and has been instrumental in the development of the industry's leading engineering education and training programmes.

PROPOSED CONVEYANCE TO ELIMINATE SEPARATION OF TRUSTS OR ESTATE

2473 ADDRESS - TO SERVE NEW MARKET

of reduced performance, and the need for a more effective means of assessing the effectiveness of the training. The authors of the study, who are from the University of Northumbria, UK, conducted a literature review of the effectiveness of training and found that the most common method of assessing the effectiveness of training was the use of self-reports. They found that self-reports were often unreliable and that the most reliable method of assessing the effectiveness of training was the use of objective measures. They concluded that the most effective way of assessing the effectiveness of training was to use a combination of self-reports and objective measures.

STATE OF ALABAMA
COUNTY OF JEFFERSON

THE RESULTS OF THE RESEARCH HAVE BEEN USED IN THE DEVELOPMENT OF
TECHNOLOGICAL, MATERIAL, DESIGN, AND CONSTRUCTION STANDARDS FOR
A VARIETY OF STRUCTURES, AND THE U.S. GOVERNMENT HAS PROVIDED
FINANCIAL ASSISTANCE FOR RESEARCH AND DESIGN.

ALSO THE STORY OF THE... THE JEWELERS

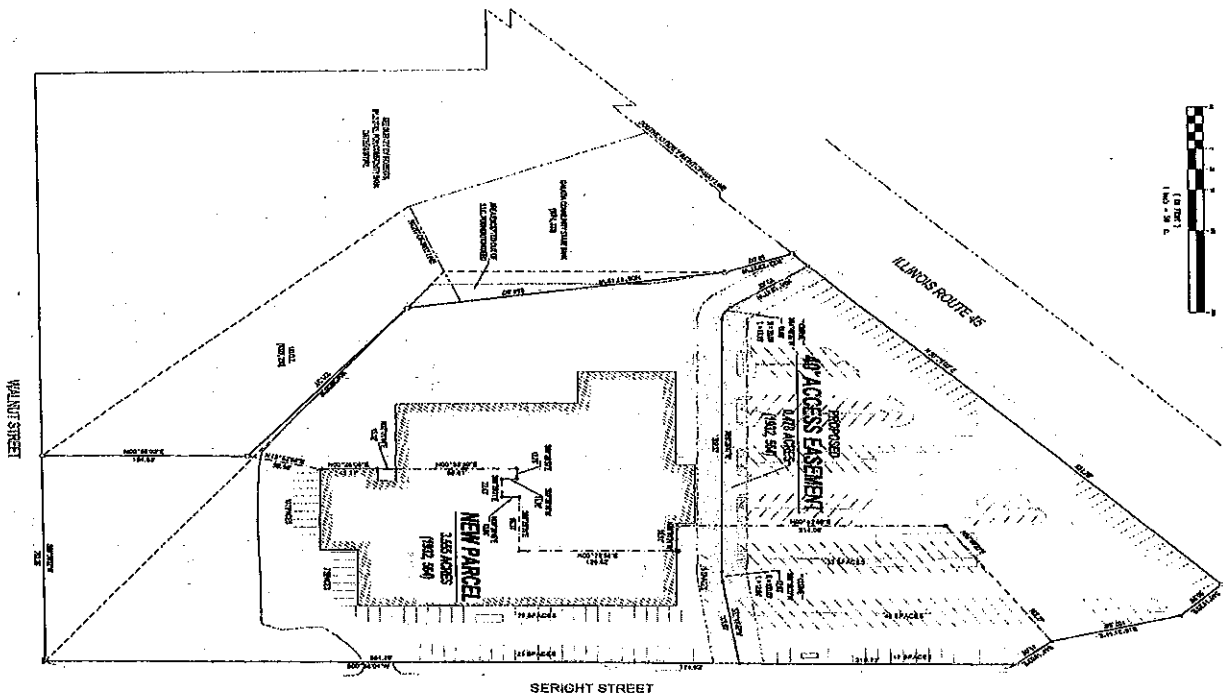
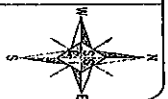
2017-2018 Annual Report on the Activities of the Commission



DOMINO SEI
P2.SS.C.I.

- A. BORN MORE FOUNDED
- SPANISH PRINTING, NO
- MEXICAN SET
- "7" COUNCIL IN
- CONCRETE FOUND
- BORN AND FOUND
- MEXICAN FOUND
- CAN SPANISH SET
- PEB S.S.C.I.
- MEXICAN SET
- PEB S.S.C.I.

TOTAL AREA OF S.C. FUNDATION PROPERTY = 2,422 ACRES
PERCENTAGE OF S.C. FUNDATION PROPERTY TO BE CONVEYED = 4.15%
APPROXIMATE SQUARE FOOTAGE OF BUILDING IN NEW PHASE "B" = 11,900 SQ. FT.



PART OF THE NE 1/4 OF SECTION 18, T. 28. N. R. 30. OF THE S. 40, W. 40.,
CLATSOP COUNTY, OREGON



**SHAWNEE SURVEY
& CONSULTING INC.**
SURVEYORS & ENGINEERS
P.O. BOX 122
VIRKHA, IL 62998
TEL: 618.829.0045
FAX: 618.829.9190

**TRAFFIC
EMERGENCY
10.0.1.**



Illinois Department of Transportation

Memorandum

To: Ellen Schanzle-Haskins, Chief Counsel
From: Eric E. Harm By: Barbara H. Stevens
Subject: Final Preliminary Site Investigation Report
Date: August 11, 2008

Barbara H. Stevens

Refer to: Site Assessment
540 North Commercial Dr.
Harrisburg
Saline County
ISGS #N/A Sequence #14504
EE5 Work Order #003

Our office has reviewed the completed Preliminary Site Investigation (PSI) Report submitted August 6, 2008 by Ecology and Environment regarding the above referenced project. Based on our review of this report, the following recommendations are made.

- Asbestos containing material was detected in the floor tile mastic. Once all the asbestos containing material is removed, asbestos will no longer be a concern regarding this structure.
- Wood structure in upper level floor in Area 3 contained mold. Once all the wood structure in the upper level of Area 3 is removed, mold will no longer be a concern regarding this structure.
- Based on the elevated mold in the air it is recommended that the HVAC system be thoroughly inspected if it is going to be used on IDOT's portion of the building. Once the HVAC system is inspected or replaced, then air borne mold will no longer be a concern regarding this structure.
- Radon samples did not indicate the presence of radon at or above any levels of potential concern. Accordingly, there are no recommendations regarding radon.



Illinois Department of Transportation

Office of the Secretary
2300 South Dirksen Parkway / Springfield, Illinois / 62764
Telephone 217/782-5597

May 16, 2008

Mr. Norman Stoner, P.E.
Division Administrator
Federal Highway Administration
Illinois Division
3250 Executive Park Drive
Springfield, Illinois 62703

Mr. Steven M. Mattioli
Division Administrator
Federal Motor Carrier
Safety Administration
3250 Executive Park Drive
Springfield, Illinois 62703

Mr. Michael Witter
Regional Administrator
National Highway Traffic Safety Administration
19900 Governors Drive, Suite 201
Olympia Fields, Illinois 60461

Dear Messrs. Stoner, Mattioli and Witter:

Thank you for your letter dated May 6, 2008, regarding the proposed relocation of the Illinois Department of Transportation's (IDOT) Division of Traffic Safety.

The decision to move IDOT's Division of Traffic Safety was made in order to save the taxpayers money and to boost the economy in a part of Illinois where it is sorely needed. At this point, we are in the early planning stages for this move and have yet to identify a location and a facility to house the Division of Traffic Safety. I assure you that in planning for the relocation, operations will be minimally impacted, if at all.

We will work with you, as our federal highway safety partners, as the plan is further defined and implemented. As the process moves forward, we will keep you apprised of how the plan supports the Comprehensive Highway Safety Plan, the annual Highway Safety Plan and the Motor Carrier Safety Assistance Plan of Illinois. Careful attention will be given to fulfilling our obligations to the various federally supported safety programs.

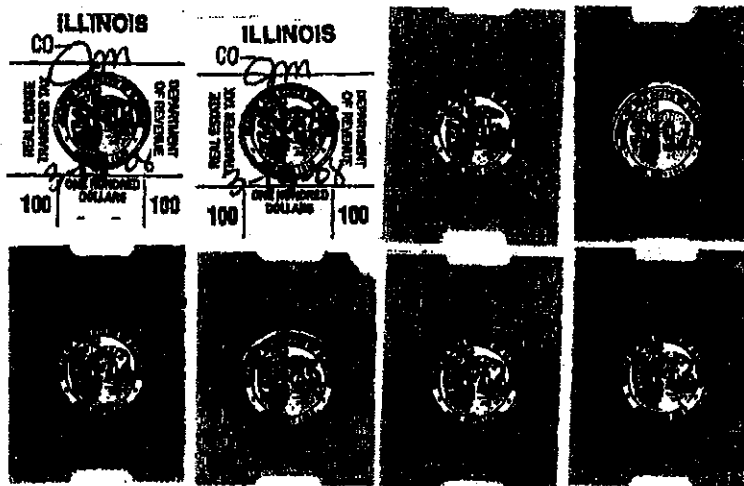
I assure you that the quality of state services will not be compromised. We will continue to work with you as we move forward with this very important initiative to save the taxpayers money and boost the economy of an area in desperate need of good, stable jobs.

Again, thank you for your letter.

bcc: Secretary Sees
Clayton K. Harris
Michael Stout
Christine Reed
Dick Smith
Ann L. Schneider

Sincerely,

36 5-17-08
Milton R. Sees, P.E.
Secretary



Image# 001074830005 Type: WARRANTY
 Recorded: 03/13/2008 at 10:56:59 AM
 Total Amt: \$2,277.00 Page 1 of 5
 IL Rental Housing Fund: \$10.00
 Saline County Clerk and Recorder
 Willie McCluskey
 File# 223159

BK 1932 PG 564-568

Above space for Recorder's Use Only

SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH, That the **GRANTOR, The Bank of Marion**, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State where the following described real estate is located, for and in consideration of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, and pursuant to authority given by the Board of Directors of said corporation, **CONVEYS AND WARRANTS to GRANTEE, Southeastern Illinois College Foundation**, an Illinois not-for-profit corporation, the following described real estate to-wit:

Parcel 1: A tract of land lying within the Northeast Quarter of Section 15, Township 9 South, Range 6 East, Third Principal Meridian, Saline County, Illinois and being more particularly described as follows: Beginning at a 2" iron pipe monument (tagged I.R.L.S. 2455) at the Southeast corner of Block 12 - W. L. Dorris Subdivision of the North part of the Southwest Quarter of the Northeast Quarter of Section 15, Township 9 South, Range 6 East of the Third Principal Meridian; thence North 60 degrees 48' 48" West a distance of 574.08 feet to a point; thence North 04 degrees 00' 00" West a distance of 225.47 feet to a point; thence North 27 degrees 31' 39" West a distance of 58.00 feet to an intersection with the Southeasterly right of way line of Illinois S.B.I. Route 1 (U.S. Highway 45); thence North 45 degrees 22' 58" East along said right-of-way line a distance of 531.70 feet to a point; thence South 04 degrees 00' 00" East a distance of 165.0 feet to a point; thence North 86 degrees 00' 00" East a distance of 100.00 feet to an intersection with the Westerly right of way line of an unnamed street (50 feet wide); thence South 04 degrees 00' 00" East along said Westerly right of way line and the Easterly line of aforesaid Block 12, a distance of 774.02 feet to the point of beginning.

EXCEPT a tract of land lying within the Northeast Quarter (NE 1/4) of Section 15, Township 9 South, Range 6 East of the Third Principal Meridian, Saline County, Illinois, and being more particularly described as follows: Commencing at a 2" iron pipe monument (tagged I.R.L.S. 2455) at the Southeast corner of Block 12 W.L. Dorris' Subdivision of the

BOOK 1932 PAGE 0564

SALINE COUNTY
 REAL ESTATE TRANSFER
 STAMP # 745.00 *gm*

North part of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 15, Township 9 South, Range 6 East of the Third Principal Meridian; thence North 60 degrees 48' 48" West, a distance of 520.81 feet to the point of beginning; thence North 60 degrees 48' 48" West, a distance of 53.27 feet to a point; thence North 04 degrees 00' 00" West, a distance of 225.47 feet to a point; thence South 13 degrees 55' 36" East, a distance of 258.52 feet to the point of beginning, containing 0.115 acres, more or less. (Also being a part of Lot 4 of Block 15, Lot 4 of Block 19 and parts of a vacated alley and street adjoining said Lots, all in W. L. Dorris' Subdivision to the City of Harrisburg.)

SUBJECT, HOWEVER, to all easements, covenants, restrictions and right of way of record, and FURTHER reserving to Wal-Mart Properties, Inc., its successors and assigns, permanent, non-exclusive easements over the following described parcels:

An easement for ingress and egress over, through and across a tract of land lying with the Northeast Quarter (NE 1/4) of Section 15, Township 9 South, Range 6 East of the Third Principal Meridian, Saline County, Illinois, more particularly described as follows: Commencing at a 2" iron pipe monument (tagged I.R.L.S. 2455) at the Southeast Corner of Block 12 of W. L. Dorris Subdivision of the North part of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 15, Township 9 South, Range 6 East of the Third Principal Meridian; thence North 60 degrees 48' 48" West, a distance of 574.08 feet to the true point of beginning of the herein described easement; thence North 04 degrees 00' 00" West, a distance of 225.47 feet to a point; thence North 27 degrees 31' 39" West, a distance of 58.00 feet to a point on the Southeasterly right of way line of Illinois S.B.I. Route 1 (U.S. Route 45), thence along said right of way line North 45 degrees 22' 58" East a distance of 31.39 feet to a point; thence South 27 degrees 31' 39" East, a distance of 73.47 feet to a point; thence South 04 degrees 00' 00" East a distance of 251.34 feet to a point; thence North 60 degrees 48' 48" West a distance of 35.85 feet to the true point of beginning.

An easement for ingress, egress, and utility purposes over, through and across a tract of land lying within the Northeast Quarter of Section 15, Township 9 South, Range 6 East, Third Principal Meridian, Saline County, Illinois, and more particularly described as follows: Commencing at a 2" iron pipe monument (tagged I.R.L.S. 2455) at the Southeast corner of Block 12 in W. L. Dorris' Subdivision of the North part of the Southwest Quarter of the Northeast Quarter of Section 15, Township 9 South, Range 6 East of the Third Principal Meridian; thence North 04 degrees 00' 00" West along the Easterly line of said Block 12 and the Westerly right of way line of an unnamed street (50 feet wide) a distance of 774.02 feet to the true point of beginning of the herein described easement; thence South 86 degrees 00' 00" West a distance of 100.00 feet to a point; thence North 04 degrees 00' 00" West a distance of 165.00 feet to an intersection with the Southeasterly right of way line of Illinois S.B.I. Route 1 (U.S. Highway 45); thence South 45 degrees 22' 58" West along said right of way line a distance of 70.00 feet to a point; thence South 44 degrees 37' 02" East a distance of 35.54 feet to a point; thence South 04 degrees 00' 00" East a distance of 122.45 feet to a point; thence North 86 degrees 00' 00" East a distance of 130.00 feet to a point on said Westerly right of way line; thence North 04 degrees 00' 00" West along said line a distance of 30.00 feet to the true point of beginning.

Parcel 2: A tract of land lying within the Northeast Quarter (NE 1/4) of Section 15, Township 9 South, Range 6 East of the Third Principal Meridian, Saline County, Illinois, and being more particularly described as follows: Commencing at a 2" iron pipe monument (tagged I.R.L.S. 2455) at the Southeast corner of Block 12 W. L. Dorris' Subdivision of the North part of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 15, Township 9 South, Range 6 East of the Third Principal Meridian; thence North 60 degrees 48' 48" West, a distance of 574.08 feet to a point; thence North 04 degrees 00' 00" West, a distance of 225.47 feet to a point; thence North 27 degrees 31' 39" West, a distance of 58.00 feet to an intersection with the Southeasterly right-of-way line of Illinois S.B.I. Route 1 (U.S. Highway 45); thence North 45 degrees 22' 58" East along said right-of-way line, a distance of 531.70 feet to the point of beginning; thence South 04 degrees 00' 00" East, a distance of 165.00 feet; thence North 86 degrees 00' 00" East, a distance of 100.00 feet to an intersection with the Westerly right-of-way line of Seright Street; thence North 49 degrees 16' 05" West, a distance of 41.08 feet; thence North 21 degrees 29' 16" West, a distance of 107.88 feet; thence North 53 degrees 09' 33" West, a distance of 50.76 feet, the point of beginning, situated in the County of Saline, and the State of Illinois.

Parcel 3: A tract of land lying within the Northeast Quarter (NE 1/4) of Section 15, Township 9 South, Range 6 East of the Third Principal Meridian, Saline County, Illinois, and being more particularly described as follows: Beginning at a 2" iron pipe monument (tagged I.R.L.S. 2455) at the Southeast corner of Block 12 in W. L. Dorris' Subdivision of the North part of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 15, Township 9 South, Range 6 East of the Third Principal Meridian; thence North 60 degrees 48' 48" West, a distance of 520.81 feet to a point; thence South 59 degrees 34' 51" East, a distance of 221.31 feet to a point; thence South 04 degrees 00' 00" East, a distance of 164.93 feet to the North line of Walnut Street; thence North 84 degrees 52' 54" East along said North line, a distance of 253.35 feet to the point of beginning. (Also being part of Lots 1, 2 and 3 of Block 12 of W. L. Dorris' Subdivision to the City of Harrisburg.)

With privileges of and subject to reservations, restrictions, easements, encumbrances, right of way grants and covenants of record, and those apparent from an inspection of the premises, including encroachments.

Together with the hereditaments, tenements and appurtenances thereunto belonging.

To Have and To Hold - the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto said Grantee, its successors and assigns forever. Grantor hereby binds itself and its successors to Warrant and Forever Defend all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under it, but not otherwise.

Property Index No.: 06-1-083-02; 06-2-148-02

BOOK 1932 PAGE 0566

IN WITNESS WHEREOF, said Grantor has caused its company seal to be hereto affixed, and has caused its name to be signed to these presents by its Sr. Vice President, and attested by its Admin Assistant this 12th day of March, 2008.

BY

Robert L. Kincheloe
Sr. Vice President

ATTEST:

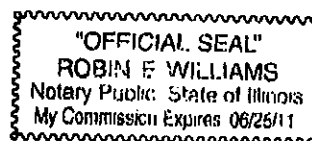
Sara Rone
Sara Rone
Admin. Assistant

STATE OF ILLINOIS

County of Williamson

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Robert L. Kincheloe, personally known to me to be the Sr. Vice President of the Corporation who is the grantor, and Sara Rone, personally known to me to be the Admin. Assistant of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Robert L. Kincheloe and Sara Rone they signed and delivered the said instrument as Sr. Vice President and Admin. Assistant of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes thereon set forth. Given under my hand and Notarial Seal this 12th day of March, 2008.

Robin E. Williams
NOTARY PUBLIC



Successor Deed to Deed Record _____, Page _____.

Deed prepared based upon legal description provided by Grantor without benefit of survey.

Preparer of deed makes no representations or warranties as to the validity of title.

Title not examined by preparer of deed.

BOOK 1932 PAGE 0567

MAIL SUBSEQUENT TAX BILLS TO:

Southeastern Illinois College

ATTN: Foundation

3575 College Road

Harrisburg, IL 62946

DEED PREPARED BY:

Stephen R. Green

Attorney at Law

400 North Market Street

Marion, IL 62959

nf

BOOK 1932 PAGE 0568