

**COUNTY OF KENDALL, ILLINOIS**  
**COMMITTEE OF THE WHOLE**  
**COUNTY OFFICE BUILDING**  
**County Board Rooms 209-210**

**Thursday, December 15, 2016 at 4:00 PM**  
**AGENDA**

- 1. Call to Order and Pledge of Allegiance**
- 2. Roll Call:** Scott Gryder, Lynn Cullick, Judy Gilmour, Matt Kellogg, Audra Hendrix, Matthew Prochaska, John Purcell, Bob Davidson, Elizabeth Flowers, Tony Giles
- 3. Old Business**
- 4. New Business**
  - *Kenny Coles, Kendall Housing Authority Director*
  - *Determine 2017 Regular Meeting Schedule*
  - *Resolution Authorizing Letter Regarding Assignment of Plano Transfer Station Host Community Benefits and Reimbursement Agreement to Groot Industries, Inc.*
  - *Discussion and Recommendations for all 2016 payable 2017 property tax levies to be approved by the County Board on December 20, 2016*
  - *New Board Member Training*
- 5. Public Comment**
- 6. Questions from the Media**
- 7. Chairman's Report**
- 8. Review Board Action Items**
- 9. Executive Session**
- 10. Adjournment**

**COUNTY OF KENDALL, ILLINOIS**  
**COMMITTEE OF THE WHOLE**  
**Meeting Minutes**  
**Thursday, November 10, 2016**

**CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

The meeting was called to order by County Board Vice Chair Scott Gryder at 4:00p.m., who led the committee in the Pledge to the American Flag.

**ROLL CALL**

Present: Matthew Prochaska - aye, Scott Gryder – present, Dan Koukol - present, Lynn Cullick - here, Jeff Wehrli – here, Judy Gilmour – here, Bob Davidson - yes

*Member Purcell entered the meeting at 4:03p.m.*

*Member Shaw entered the meeting at 4:47p.m.*

*Member Flowers entered the meeting at 5:25p.m.*

Others present: Sheriff Dwight Baird, ASA Leslie Johnson, Facilities Director Jim Smiley, Health Department Executive Director Amaal Tokars, State's Attorney Eric Weis, and County Administrator Jeff Wilkins

**OLD BUSINESS**

- *Energy Efficiency Improvement Presentation by Leopardo Energy* – Rob Fuller, Joel Clond, and Drake Wallers from Leopardo Energy reviewed the program dynamics with the committee, and answered questions regarding the proposed programs.

**NEW BUSINESS**

- *Approve Memorandum of Understanding between the Kendall County State's Attorney, the Kendall County Sheriff and the County of Kendall Illinois Regarding the Use of a 2005 Red Chevy Silverado 2500, VIN 1GCHK24X5E189853* – Member Davidson explained that this is an impounded vehicle that would not have to be purchased, and the purpose of the Memorandum of Understanding with the Sheriff's office to the committee. Sheriff Baird stated that he felt the use of this vehicle by Facilities Management would be an asset to the Public Safety Center, the Courthouse and Facilities.
- *Resolution establishing reimbursement of all travel, meal, and lodging expenses of officers and employees of the County of Kendall, Illinois* – Member Cullick reviewed the proposed resolution, and stated there were lengthy discussions on this issue at the October 24, 2016 Admin HR meeting.

- *Approve expending up to \$25,000.00 to improve security at the Treasurer and County Clerk offices* – Member Davidson stated that the County Clerk and County Treasurer have requested additional security measures to ensure safety of employees and citizens conducting business in the County Office Building. Mr. Davidson reviewed the proposed security improvement of glass shields and adjustments to their counters. Member Davidson said they are looking at other measures of securing the building that potentially could include security guards. Member Davidson also discussed the possibility of moving the offices and staff from the County Office Building to the second floor of the County Courthouse, and selling the County Office Building. Member Purcell asked about the financing of the proposed improvements. Mr. Smiley explained how he came to the \$25,000 estimated cost to secure the Treasurer and Clerk offices. Member Davidson, Facilities Management Committee chair asked that the \$25,000 be added to the capital project budget for next year.
  
- *Discuss New Board Member Training* – Member Cullick reported the discussion at the Admin HR Committee, and said the consensus was to assist new Board members with current documentation, policies, procedures, and overall operations of the County Board and expectations. There was consensus to move this item to the November 22, 2016 Admin HR Committee for further review and discussion.

**PUBLIC COMMENT** – None

**QUESTIONS FROM THE MEDIA** - None

**CHAIRMAN'S REPORT** – No report

**REVIEW BOARD ACTION ITEMS** – No action needed

**EXECUTIVE SESSION** – Not needed

**ADJOURNMENT** – Member Cullick moved to adjourn the meeting at 5:29p.m. Member Prochaska seconded the motion. **The motion was unanimously approved by a voice vote.**

Respectfully Submitted,

Valarie McClain  
Administrative Assistant/Recording Secretary



# **A BRIEF OVERVIEW**

Presented to the Committee of the Whole  
Thursday December 15, 2016

**Matthew Prochaska, Chairman, KHA Board of Commissioners**  
**Tom Grant, Commissioner**  
**Robyn Ingemunson, Commissioner**  
**Jeremy Swanson, Commissioner**  
**Kenneth Coles, Executive Director, KHA**

## **HOW HOUSING AUTHORITIES ARE ESTABLISHED**

Under the Illinois Statutes, beginning with 310 ILCS 5/, known as the "State Housing Act", and 310 ILCS 10/, known as the "Housing Authorities Act", authorize agencies and instrumentalities of the state to establish housing authorities and their operations.

In order for a local unit of government to create a housing authority, the local governing body, for example City Council, Board of Supervisors or County Commissioners, must adopt a resolution declaring the need for a housing authority. The housing authority's need is based on a finding that there is a shortage of safe and sanitary housing, affordable to persons of low income within its jurisdiction. Once such a resolution is adopted, the Housing Authority is considered a legal entity.

Upon adoption of the resolution, the locality's executive officer (for example, Mayor or County Board Chair) appoints commissioners to oversee the Housing Authority operations. Appointments must be confirmed by the governing body, i.e., the City Council or County Board. The appointing official appoints the first chair of the Housing Authority Board. As established in the QHWRA of 1998, with exceptions, the Housing Authority Board of Commissioners must contain not less than one member who is directly assisted by the PHA. Subsequently, the housing authority Board elects chairs from amongst Board Members. The Executive Director is responsible for hiring PHA staff as needed and as funds are available.

## **HISTORY OF KENDALL COUNTY HOUSING AUTHORITY**

The Kendall County Housing Authority (KHA) was issued a "Certificate of Necessity" from the State Housing Board on December 3, 1946, thereby authorizing the creation of the Housing Authority of Kendall County. The State Housing Board certified its approval of the appointment of the first five (5) commissioners of the Board on June 12, 1947, with staggering terms of appointment from one (1) to five (5) years. The Organizational meeting of the Kendall County Housing Authority took place June 16, 1947, with the By-Laws approved on the same date. KHA is one of 3,300 public housing agencies (PHA) in the U.S., 112 PHA's in the State of Illinois and one of 17 PHA's in the Greater Chicago Metropolitan Area. There are no public housing units within Kendall County so KHA administers only the Housing Choice Voucher program. KHA also administer State or locally funded programs.

## **FUNCTIONS OF A HOUSING AUTHORITY**

A public housing authority is a largely autonomous public corporation established to provide housing assistance primarily to low-income households. Under 310 ILCS 10/8, the Illinois Statutes grant to the housing authority all the public powers necessary or convenient to carry out and effectuate the purposes and provisions of the State Housing Act and the Housing Authorities Act with the exception of the power to levy taxes. In addition to others herein granted, the powers enumerated in Sections 8.1 through 8.8, inclusive, also apply.



811 W John St., Yorkville, IL 60560  
PH: 630.553.8093 FAX: 331.207.8923  
[www.kendallhousing.org](http://www.kendallhousing.org)

Basically, all of the funds awarded to housing authorities come from the US Department of Housing and Urban Development. Other funding sources from state, county or local municipalities are for the administration of their local programs, for example the Bridge Subsidy or Rental Housing Support programs. In fact, one of the motivations for local governments to create housing authorities was to have the necessary institution in place to be eligible for federal housing money. To a great extent, the operations of housing authorities are guided by the federal regulations, which come with these funding programs.

### **LINKAGE TO LOCAL GOVERNMENT**

As indicated above a public housing authority is a separate public corporation with separate powers. The local government is responsible for establishing it and for appointing commissioners to the authority. It does not have other direct powers over the authority, and you should not expect the housing authority to operate like any local government body. There really is no comparison!

In some cases, housing authorities contract with the local government to provide various support services. The purpose of these contracts is to allow the authority to focus on the primary mission of creating and maintaining affordable housing.

### **APPOINTMENT OF COMMISSIONERS**

Each Housing Authority is governed by a Board of Commissioners appointed by the chief executive of the political jurisdiction within which the authority is established. Each Commissioner serves a designated term and may be reappointed. The term of each Commissioner expires in a different year to insure continuity.

### **REIMBURSEMENT FOR COMMISSIONERS**

Housing Commissioners serve without pay. They are reimbursed for necessary expenses. Rates and eligible expenses are set forth in the Housing Authority's travel and expense policy, budgeted as a line item in the agency's annual budget, and include such disbursements as registration fees, travel, lodging and per diem for Commissioner training.

### **QUALIFICATIONS**

Commissioners must be a resident of the jurisdiction served, typically chosen based on their demonstrated ability to represent the community and for their professional experience in housing and community development and redevelopment programs. Commissioners must also be willing and able to devote the time and energy required to carry out the demands made on them.

Officials of the local government may serve as Commissioners. However, no more than two such officials may serve at one time. The Illinois Statutes contain provisions that bar appointment as a Commissioner of a person, who because of business interests may find themselves in a position of conflict if appointed.

### **THE BOARD AND THE EXECUTIVE DIRECTOR**

Board Commissioners provide leadership, set policy, approve budgets, and earn support in the community for housing programs. They, however, must allow the Executive Director and staff to handle the day-to-day management of the agency's programs. The Board's role is that of policy maker, while the responsibility of the Authority's administration belongs to a paid professional, usually under a contract, working full or part-time as the Executive Director of the agency. This person is the Chief Executive Officer who manages the operations and reports to the Board.

Without a positive working relationship with the Board, an Executive Director cannot be effective. Without an effective Executive Director, an authority cannot be successful.

### **UNDERSTANDING ROLES**

<b>TASK</b>	<b>BOARD ROLE</b>	<b>EXECUTIVE DIRECTOR ROLE</b>
Long-term Goals	Approves	Recommends & Provides Input
Short-term Goals (less than 1 year)	Monitors & Evaluates Progress	Establishes and Carries Out
Day-to-Day Operations	No Role	Makes All Decisions
Budget	Approves	Develops & Recommends
Routine Monthly Expenditures	Monitors	Establishes & Carries Out
Development of Policy	Adopts & Monitors	Recommends & Carries Out
Billing, Credit & Collections	Adopts Policy	Recommends & Carries Out
Hires, Directs, & Evaluates Staff	No Role	Approves
Staff Grievances	No Role	The Grievances Stop Here
Staff Salaries	Allocates by Line Item in the Budget	Approves Salaries with Recommendation from Supervisors
Evaluating Staff	Evaluates the Executive Director	Evaluates all Other Staff

ANNUAL CONTRIBUTIONS CONTRACT (ACC)	160	
	As of	
	11/30/2016 Actual	12/31/2016 Projected
ACC Port out Vouchers Paid	7	6
All Other ACC Vouchers	151	153
<b>TOTAL KENDALL VOUCHERS UTILIZED</b>	<b>158</b>	<b>159</b>
ACC Port out Vouchers Paid HAP	\$5,128	\$4,681
All Other ACC Vouchers HAP	132,344	128,731
<b>TOTAL KENDALL VOUCHERS UTILIZED HAP</b>	<b>\$137,472</b>	<b>\$133,412</b>
Fraud Recovery Collected	\$227	\$4,422
Portable HAP Cost Billed Unpaid - 90 days or Older	\$3,990	\$5,450
Port In Vouchers Administered	172	171
<b>TOTAL PORTABLE VOUCHER ADMINISTERED HAP</b>	<b>\$177,909</b>	<b>\$170,106</b>
<b>TOTAL VOUCHERS ADMINISTERED</b>	<b>330</b>	<b>330</b>
<b>TOTAL HAP DISBURSED</b>	<b>\$315,381</b>	<b>\$303,518</b>
<small>ACC is the maximum number of vouchers available for the jurisdiction. All funding is based on utilization of this number in the <i>previous</i> year. While there is a cap on the number of vouchers, effectively there is no cap on funding for these vouchers. Port in vouchers are not counted towards the KHAs ACC as they are not KHAs vouchers</small>		
<b>Wait List Statistics</b>		
Date Wait List Last Opened	2008	
Remaining on Wait List	106	
<b>2016 Income Limits</b>		
	\$31,450	1 per
	\$35,950	2 per
	\$40,450	3 per
	\$44,900	4 per
	\$48,500	5 per
	\$52,100	6 per
	\$55,700	7 per
	\$59,300	8 per
<b>2016 Payment Standards</b>		
	\$667	0br
	\$885	1br
	\$1,190	2br "
	\$1,675	3br
	\$1,887	4br
	\$2,171	5br
	\$2,453	6br



**COUNTY OF KENDALL, ILLINOIS**

**Resolution No. \_\_\_\_\_**

**RESOLUTION REGARDING ASSIGNMENT OF PLANO TRANSFER STATION HOST COMMUNITY BENEFITS AND REIMBURSEMENT AGREEMENT TO GROOT INDUSTRIES, INC.**

WHEREAS, Kendall County is unit of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970, organized and operated under the laws of the State of Illinois; and

WHEREAS, Groot Industries, Inc. has purchased the transfer station previously owned by Plano Transfer Station, LLC and PL6, LLC; and

WHEREAS, Groot Industries, Inc. requested by letter that Kendall County provide written consent of "assignment" to Groot Industries, Inc, per Section 4.1 of the Host Community Benefits and Reimbursement Agreement (IGAM 14-30) approved on August 13, 2014 by Kendall County and Plano Transfer Station, LLC and PL6, LLC; and

WHEREAS, the Kendall County Board wishes to realize the benefits anticipated to the County intended by the Agreement by consenting to the assignment of the Agreement to Groot Industries, Inc.; and

WHEREAS, the attached letter and "Guarantee of Payment" drafted by Kendall County State's Attorney's Office will serve as the mechanism providing the County Board's consent of the assignment of the Agreement to Groot Industries, Inc. and requires the receipt of written signatures of authorized officers of Groot Industries, Inc. .

**BE IT RESOLVED**, by the County Board of Kendall County, as follows:

**Section 1.** The County Administrator is authorized to send the attached letter and Guarantee of Payment to Groot Industries, Inc. and secure signatures of authorized officers of Groot Industries, Inc.

**Section 2.** Upon receipt the documents, the County Administrator will provide a copy of both documents to the County Clerk to be filed with reference to the original Agreement filed as IGAM 14-30.

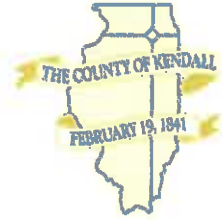
**Approved and adopted by the County Board of Kendall County, Illinois on this 20<sup>th</sup> day of December, 2016.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Scott Gryder, Chairman  
County Board

\_\_\_\_\_  
Debbie Gillette  
County Clerk



**Kendall County**  
**Office of Administrative Services**  
111 West Fox Street  
Yorkville, Illinois 60560

December 20, 2016

Ryan Brandsma  
Vice President  
Groot Industries, Inc.  
8475 West 53<sup>rd</sup> Street  
McCook, IL 60525

**Re: *Assignment of August 13, 2014 Kendall County Host Community Benefits and Reimbursement Agreement***

Mr. Brandsma,

Kendall County is in receipt of your recent correspondence expressing Groot Industries, Inc.'s interest in the assignment of the "Kendall County Host Community Benefits and Reimbursement Agreement" (hereinafter referred to as the "Subject Agreement") dated August 13, 2014. As we understand from your letter, Groot Industries, Inc. had purchased the property and permits regarding the Plano Transfer Station on August 3, 2015. However, at that time PL6, LLC and Plano Transfer Station, LLC did not first seek written consent for the assignment pursuant to Section 4.1 of the subject agreement. We appreciate your efforts to remedy this discrepancy and effectuate a proper and legal assignment under that agreement.

Section 4.1 of the Subject Agreement states:

**"Section 4.1 Assignment**

The Company shall not assign or attempt to sublet this Agreement or any interest in this Agreement or any right or privilege appurtenant to this Agreement without first obtaining the County's written consent, which shall not be unreasonably withheld. In addition, no transfer of any ownership or other interest in the Transfer Station may be made without the prior written approval of the County. The right to seek assignment or approval may occur only if all payments to the County by the Company have been made and if the Company is not otherwise in Default (as described in Section 4.2 below) in connection with obligations under this Agreement. If the Company requests the County's consent to an assignment of this Agreement or approval of a transfer of

ownership or other interest in the Transfer Station, the Company shall submit written notice containing at least the following information,

- a) The name of the proposed assignee or transferee; and
- b) The terms of the proposed assignment or transfer; and
- c) The nature of business of the proposal assignee or transferee and the proposed use by the assignee or transferee; and
- d) Operating history of the proposed assignee or transferee; and
- e) In the event of the County's agreement to assignment or approval of a transfer, the proposed assignee or transferee shall agree to the following:
  - i) To assume all obligations and duties of the Company under this Agreement; and
  - ii) To make any and all payments due under this Agreement and/or assignment to County directly at its offices in Yorkville, Illinois, as such payments become due.

Subject to the provisions of this Agreement limiting the right to assign or transfer, this Agreement shall be binding on and inure to the benefit of the parties and their heirs and successors ... Transfer of a fifty-percent (50%) or greater interest in the Company to another owner or owners shall be deemed an unpermitted transfer under this Section, unless made with the approval of the County. The County may require an additional written commitment from by the assignee or transferee to assume and comply with the duties and obligations of this Agreement. The County shall not unreasonably withhold approval of a proposed assignment or transfer."

Your prior undated correspondence appears to seek to fulfill the notice requirements and provide the information as required by subsections a-e of Section 4.1. As such, at this time we seek the additional written commitment from Groot Industries, Inc. to formally assume and comply with the duties and obligations of the Subject Agreement. To do so, we seek your agreement as to our understanding of your commitment. It is our understanding that through assignment of the Subject Agreement:

1. Groot Industries, Inc. agrees that the definition of Company in Section 1.1 of the Subject Agreement shall now be modified to replace "Plano Transfer Station LLC and PL6, LLC" with "Groot Industries, Inc." for all future purposes. Further, the definition of "Operator" would be changed from "Plano Transfer Station LLC to "Groot Industries, Inc.".
2. Section 4.3 of the Notice section will be amended to strike "Plano Transfer Station, LLC, 123 West Washington Street, Suite 214, Oswego, Illinois, 60543"

and replace it with "Groot Industries, Inc., 8475 West 53rd Street, McCook, Illinois, 60525".

3. Groot Industries, Inc. shall assume Kendall County's Trash and Recycling collection under Section 3.4 as was to be handled by Complete Sanitation, LLC and that Section 3.4 of the Subject Agreement is amended to state the same.
4. Groot Industries, Inc. agrees to make all past due and future payments to Kendall County pursuant to the terms of the Subject Agreement, including the obligation to make any and all payments to Kendall County directly at its offices in Yorkville, Illinois, as such payments become due.
5. Groot Industries, Inc. agrees to comply with Section 3.3's Annual Increases as is specified in the Subject Agreement.
6. Groot Industries, Inc. is assuming, and shall be responsible for, all obligations and duties of Plano Transfer Station LLC & PL6, LLC under the Subject Agreement.

If we are correct in our understanding on these issues, and the general understanding of Groot Industries, Inc.'s intention to hereby "assume all obligations and duties of the agreement and also make any and all payments due under the agreement", we necessitate your authorized representative's signature at the location provided below. We will further require that the attached "Guarantee of Payment" be executed by your representative as was done at the time Plano Transfer Station, LLC agreed to the terms of the Subject Agreement.

Once you have agreed to these terms and signed below, please return an original signed copy of this letter to our offices so that we may consider the assignment finalized. By completing the steps requested within this correspondence and providing the necessary assurances and documentation, Kendall County will consider the assignment of the Subject Agreement approved and will look forward to working together in the future.

If you have any questions or concerns on this matter, please do not hesitate to contact my office.

Very truly yours,

**COUNTY OF KENDALL, ILLINOIS**

---

Jeff Wilkins  
Kendall County Administrator

**ACCEPTANCE BY GROOT INDUSTRIES, INC.**

**GROOT INDUSTRIES, INC.**

\_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**GUARANTY OF PAYMENT**

Groot Industries, Inc. for valuable consideration, the receipt of which is hereby acknowledged, does hereby unconditionally guarantee the payment by Groot Industries, Inc., of all sums due and owing to Kendall County, Illinois, pursuant to the Host Community Benefits and Reimbursement Agreement entered into between Plano Transfer Station, LLC and Kendall County on the 13th day of August, 2014 and subsequently assigned to Groot Industries, Inc. on or about the date below.

Groot Industries, Inc., hereby represents and warrants that it is a valid and existing Corporation, in good standing, and that the individual executing this Guaranty of Payment has been duly authorized by Groot Industries, Inc. to act on its behalf and enter into this Guaranty of Payment. In addition, Groot Industries, Inc. agrees to provide Kendall County, at the time of execution of this Guaranty of Payment, a copy of the corporate resolution authorizing the execution of this Guaranty of Payment.

\_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Its: \_\_\_\_\_



**Groot  
Industries, Inc.**

8475 West 53rd Street  
McCook, IL 60525  
Phone: 708/495-0900  
Fax: 708/442-0037  
www.groot.com

**Since 1914**

**Jeff Wilkins  
County Administrator  
Kendall County  
111 W. Fox St.  
Yorkville, IL 60560**

**Administrator Wilkins,**

**This letter is an official request to assign the 'Kendall County Host Community Benefits and Reimbursement Agreement' dated August 13, 2014 to Groot, Inc., LLC. Groot purchased the property and corresponding permits from Plano Transfer Station, LLC and PL6, LLC on August 3, 2015. Groot is a waste and recycling collection and transfer company that has been in business since 1914. We purchased the Plano property with the intent to build and operate the proposed transfer station as was originally planned. We finished construction and opened the transfer station at the end of October. This is our fifth transfer station that we own and operate in the Chicagoland market.**

**Upon assignment, Groot intends to assume all obligations and duties of the agreement and also make any and all payments due under the agreement. Per Section 4.1, we are submitting written request to officially assign the agreement to Groot, Inc., LLC. Please respond with the next steps the County needs to take to complete the assignment.**

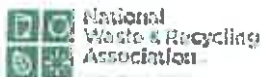
**Sincerely,**

**Ryan Brandsma  
Vice President  
Groot Industries**

**Service Locations:**

**in Elk Grove Village, Chicago, McCook,  
Willit Chicago, Round Lake Park.**

- Waste Collection
- Recycling Processing
- Dumpster Services
- Encumbrance Destruction
- Waste Audit
- Demolition/Recycling



**Recycled Paper**

16AM 14-30

**KENDALL COUNTY  
HOST COMMUNITY BENEFITS  
AND REIMBURSEMENT AGREEMENT**

This HOST COMMUNITY BENEFITS AND REIMBURSEMENT AGREEMENT ("Agreement") is made as of the 13 day of August, 2014 between KENDALL COUNTY, ILLINOIS ("County") and PLANO TRANSFER STATION, LLC and PL6, LLC ("Company").

**RECITALS**

**WHEREAS**, the Company desires to construct and operate a solid waste transfer station ("Transfer Station") in the City of Plano ("Plano"), Kendall County, Illinois; and

**WHEREAS**, the Company desires to provide certain host benefit fees to the County with respect to the Transfer Station, if the Transfer Station obtains all required approvals and commences operation; and

**WHEREAS**, the County is desirous of obtaining host benefit fees should Plano approve the site location; and

**WHEREAS**, the parties acknowledge and agree that the siting of the facility is subject to the approval of the City Council of Plano, pursuant to Section 39.2 of the Environmental Protection Act; and

**WHEREAS**, the parties understand that pursuant to 415 ILCS 5/39.2(E-5), in the event that siting approval obtained pursuant to this Section has been transferred to a subsequent owner or operator, that subsequent owner or operator assumes all rights and obligations and takes the facility subject to any and all terms and conditions of any existing host agreement, including this one, between the prior owner or operator and the appropriate county board or governing body.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the County and the Company agree as follows:

**ARTICLE 1  
DEFINITIONS AND TERM OF AGREEMENT**

**Section 1.1 Definitions**

"Act", as used in these definitions and this Agreement, shall mean the Illinois Environmental Protection Act (415 ILCS 5/1, *et seq.*).

"Company" for the sake of this Agreement shall refer to PLANO TRANSFER STATION, LLC and PL6, LLC, which are co-applicants for siting approval of the subject Transfer Station.



**"Construction or Demolition Debris"**, whether or not capitalized, means "clean construction or demolition debris" as defined by Section 5/3.160 of the Act (415 ILCS 5/3.160), or "general construction or demolition debris", as defined by Section 5/3.160 of the Act (415 ILCS 5/3.160).

**"Dates of Operation"**, whether or not capitalized and used in any of its grammatical forms, shall mean any dates on which the Transfer Station is accepting Waste. Operating Day shall have the same meaning.

**"Host Benefit Fees"**, means the dollar amount per ton of waste accepted by the Transfer Station and for which the Company has agreed to compensate the County under this Agreement.

**"IEPA"** means the Illinois Environmental Protection Agency.

**"Landscape Waste"**, whether or not capitalized and in any of its grammatical forms, means "landscape waste" as defined by Section 5/3.270 of the Act (415 ILCS 5/3.270), and includes all accumulations of grass or shrubbery trimmings, leaves, tree limbs, and other materials accumulated as the result of the care of lawns, shrubbery, vines and trees except that such waste does not include Municipal Waste, Construction or Demolition Debris, Recyclables, or Unacceptable Waste.

**"Municipal Waste"**, whether or not capitalized and used in any of its grammatical forms, means "municipal solid waste", as defined by Section 5/3.290 of the Act (415 ILCS 5/3.290), except that such waste does not include Construction or Demolition Debris, Recyclables, Unacceptable Waste, or Landscape Waste.

**"Operator"**, whether or not capitalized and used in any of its grammatical forms, means the Transfer Station Operator, Plano Transfer Station, LLC and shall include its successors.

**"Recyclables"**, whether or not capitalized and used in any of its grammatical forms, means as defined by Section 5/3.380 of the Act (415 ILCS 5/3.380). Materials that are separated from garbage, municipal waste or refuse for the purpose of recycling, including but not limited to, newspapers, aluminum cans, bi-metal cans, tin-plated steel food cans, food or beverage glass bottles and jars, (#2) HDPE bottles, and (#1) PETE soda bottles. "Recyclables", whether or not capitalized and used in any of its grammatical forms, means any materials, which would otherwise be disposed of or discarded, which is separated from Municipal Waste at the source of generation, so as to render it useable in a process, or alone, such that it can be returned to the economic mainstream in the form of raw materials or products. Examples of recyclables are: newspapers, glass bottles, High Density Polyethylene containers, aluminum food and beverage containers, chipboard, and corrugated containers.

**"Transfer Station"**, whether or not capitalized means "Transfer Station" as defined by 5/3.500 of the Act (415 ILCS 5/3.500), including the entire property on which the transfer station is located as is identified in Section 2.2 below.

**"Waste"**, whether or not capitalized means "Waste" as defined by 5/3.535 of the Act (415 ILCS 5/3.535), and for the purpose of this Agreement shall also include all Recyclables, Landscape Waste, Construction or Demolition Debris and Municipal Waste brought to the subject Transfer Station.

### **Section 1.2 Term**

This Agreement commences on the date executed and continues in effect to such time as the County, at its sole option, (a) terminates this Agreement or (b) at the time that the Transfer Station permanently ceases to operate, or (c) the Company is in default of this Agreement as provided in Section 4.2. The terms of this Agreement that are specifically extended beyond termination (*i.e.*, as provided in Section 2.1, 2.3, 4.6, 4.7, 4.8, 4.9, and 5.2) survive the termination of this Agreement. The Agreement shall not otherwise cease as long as the Transfer Station facility is operating. Should the Transfer Station ownership, operator, partnership or management change or be transferred, the Agreement shall survive and continue to be enforceable pursuant to 415 ILCS 5/39.2(E-5).

### **Section 1.3 Incorporation of Recitals**

The above recitals are incorporated as part of this Agreement as though fully set forth herein.

## **ARTICLE 2 ENVIRONMENTAL PROTECTIONS**

### **Section 2.1 Compliance with Laws**

The Company shall comply, at all times in connection with the development and operation of the Transfer Station, with all laws, ordinances, final and non-appealable conditions of this site location, should it be approved by the City of Plano, conditions and requirements of any permit that is issued for development or operation of the Transfer Station, modified or amended, rules and regulations and ordinances of any Federal, state or local governmental agency or authority relating to the development, operation, monitoring remediation or closure of the Transfer Station and this Agreement. With respect to the termination or closing of the Transfer Station, the Company agrees to comply with any government ordinance, rule, law, permit or directive as to post-closure requirements and pay the entire costs associated therewith.

### **Section 2.2 Property Encompassed**

This Agreement encompasses and relates to the Property, as described in the Application for Local Siting Approval, which was filed with the City of Plano in May of 2014 by Plano Transfer Station, LLC AND PL6, LLC. Any further or future expansions of the Facility, whether on the Property or located elsewhere in the County, is not encompassed by this Agreement.

**Section 2.3 Defense and Indemnification**

The Company covenants and agrees to indemnify, hold harmless and defend Kendall County, its officials, officers, employees, including their past, present, and future board members, elected officials, agents or representatives of the County, from and against all claims, suits, actions, administrative enforcement proceedings, losses, damages of all kinds (including but not limited to property damage or personal injury arising from any release of any pollutant or contamination resulting from the negligent or unlawful ownership or operation of the Transfer Station), costs, expenses, fines and penalties, attorneys' fees and expense of litigation of any nature whatsoever, caused by negligent or unlawful operation of the Transfer Station or the Company's non-performance of this Agreement, including, without limitation, claims of injury to any person or property or violation of or non-compliance with any law, ordinance, rule or regulation (including without limitation any environmental, health, anti-trust, civil rights, employment or trade law, or statutory or common law obligation or liability).

The County shall give prompt notice of the service of any suit upon it to the Company, and shall give reasonable notice of any claim, action, administrative proceeding, loss or other damages. No claim of late notice shall relieve the Company from any indemnity obligation unless and only to the extent that the Company is prejudiced in indemnifying the County. The Company shall not be responsible for indemnification of any injury or damage resulting from the County's negligent, unlawful, willful and wanton acts. The defense and indemnification obligations of the Company hereunder shall survive the expiration or termination of this Agreement. In addition, nothing in this Agreement should be construed as a waiver of any common law or statutory immunity the County may have to such liability.

**Section 2.4 Insurance**

Company will obtain and continue in force, during the term of this Agreement, all insurance types and amounts as set forth in Company's agreements with the City of Plano. Kendall County shall be named as Additional Insureds on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of Kendall County.

**ARTICLE 3**  
**HOST BENEFIT FEE**

**Section 3.1 Purpose**

In consideration of the additional costs to be incurred by the County, should the Plano City Council approve the Transfer Station site location, including but not limited to road maintenance, the Company agrees to pay the County the following fees and consideration.

**Section 3.2 Quantity-Based Fees**

**Municipal Waste, Construction and Demolition Debris, Landscape Waste and Recycling:** The Company shall pay the County a Host Benefit Fee of \$0.10 for each ton of "Waste", except, Landscape Waste and Recycling received at the Transfer Station (whether received in the same or separate vehicles).

The Host Benefit Fee set forth above shall not commence until the average tonnage per operating day (See Section 3.7) accepted by the Transfer Station is at or above 750 tons.

These fees shall be paid from the first date Solid Waste is received through the termination of this Agreement.

### **Section 3.3 Annual Increase**

Beginning as of January 1, 2016 and as of each January 1<sup>st</sup> thereafter, the per ton fees described in Section 3.2, above, will be adjusted from the per ton fees of the previous year by the percentage of change during the previous year in the Revised Consumer Price Index for all Urban Consumers (CPI-U) published by the United States Department of Labor-Statistics, provided, however, that at no time shall there be a downward adjustment made to the subject fees. The unadjusted percent change from January of the calendar year, prior to the year of the increase, to the January of the year of the increase shall be used to determine the percent change in this Section and apply retroactively to any time of the year of the increase that passed prior to the Department of Labor publishing that information in the year of the increase and the determination of the increase being made. If the Consumer Price Index for All Urban Consumers shall cease to be published at the timeframe described above the County and Company shall designate a comparable timeframe or index, which shall then be used for determining the annual rate of adjustment.

### **Section 3.4 County Trash and Recycling Collection**

Commencing on the date that the Transfer Station first receives at least 300 tons of solid waste or 90 days after it commences operations, whichever comes first, the Company shall assume responsibility for providing and/or compensating for weekly garbage & recycling hauling activities as set forth in the current contract between the County and Complete Sanitation, which is incorporated by reference herein, to service the following County locations:

Kendall County Public Safety Center  
1102 Cornell Lane  
Yorkville, IL 60560

Kendall County Health & Human Services  
811 W. John Street  
Yorkville, IL 60560

Kendall County Animal Control  
802 W. John Street

Yorkville, IL 60560

Kendall County Coroner & Facilities  
804 W. John Street  
Yorkville, IL 60560

Kendall County Courthouse  
807 W. John Street  
Yorkville, IL 60560

Kendall County Office Building  
111 W. Fox Street  
Yorkville, IL 60560

Kendall County Highway Department  
6780 Route 47  
Yorkville, IL 60560

The Company shall initially provide the above described services by use of Complete Sanitation, LLC, 710 East South Street, Unit B, Plano, Illinois. However, should Complete Sanitation, LLC cease to operate or otherwise fail to perform the above obligations, it shall not relieve the duty of the Transfer Station to provide and compensate for the above described hauling services for the County by use of another provider that has been approved by the County.

### **Section 3.5 Identification and Weight of Receipts**

The Company shall weigh all receipts of Solid Waste on a certified scale, which is inspected at least once each year. In addition, the Company shall provide to the County, in writing, a summary of all receipts categorized by date, type of Solid Waste and other material in each receipt (if not Solid Waste), and weight of Solid Waste (or other material if not Solid Waste) in each receipt. The Company shall have a representative certify that all such listings prepared by the Company and submitted to the County are true and accurate.

Further, the Company shall keep records of outgoing Solid Waste, and make the same available for the County to review.

### **Section 3.6 Auditing**

The Company shall keep complete and accurate books and records relating to the determination of the fees described in Article 3, in an auditable form, including those records described in Section 3.5. The Company shall permit the County and its designated representative's access to such books and records (paper and electronic version) for inspection and copying. In the event that such inspection reveals any underpayment(s) of the fees described in Article 3, the Company shall promptly pay the County the amount(s) of such underpayment(s), and reimburse the County for its costs and expenses of such inspection and, if necessary, collection, including any

professional and technical fees (including attorney's fees) in connection therewith. In the event that such inspection reveals any overpayment(s) of the subject fees, the Company may credit the amount of such overpayment(s) against the payments of the subject fees in subsequent quarters.

### **Section 3.7 Payment Schedule for Fees**

The fees described in this Article shall be paid on a quarterly basis. The quarterly payments shall be calculated on a calendar year basis; that is, they shall be calculated for the three month periods ending on the last day of March, June, September and December of each year during the term of this Agreement and any extension thereof.

Average tonnage per operating day shall be calculated by dividing the total amount of tonnage received at the Transfer Station for the subject three month period and then dividing it by the Dates of Operation for the facility during that same period. For purposes of this calculation, each operating weekday (Monday through Friday) shall be counted as one (1) operating day and each Saturday that the facility is operating shall be counted as one-half (1/2) operating day.

The payment shall be made no later than thirty (30) days after the last day of the preceding quarter and shall be limited to the solid waste transferred during the quarter to which it applies.

### **Section 3.8 Inspection & Communication**

The County may inspect the Transfer Station facilities during its normal business hours to ensure compliance with this Agreement and adherence to all applicable laws and regulations. The Transfer Station Manager shall be the point of contact for the County in regards to inspections or other matters relating to this Agreement.

## **ARTICLE 4 MISCELLANEOUS**

### **Section 4.1 Assignment**

The Company shall not assign or attempt to sublet this Agreement or any interest in this Agreement or any right or privilege appurtenant to this Agreement without first obtaining the County's written consent, which shall not be unreasonably withheld. In addition, no transfer of any ownership or other interest in the Transfer Station may be made without the prior written approval of the County. The right to seek assignment or approval may occur only if all payments to the County by the Company have been made and if the Company is not otherwise in Default (as described in Section 4.2 below) in connection with obligations under this Agreement. If the Company requests the County's consent to an assignment of this Agreement or approval of a transfer of ownership or other interest in the Transfer Station, the Company shall submit written notice containing at least the following information,

- a) The name of the proposed assignee or transferee; and

- b) The terms of the proposed assignment or transfer; and
- c) The nature of business of the proposal assignee or transferee and the proposed use by the assignee or transferee; and
- d) Operating history of the proposed assignee or transferee; and
- e) In the event of the County's agreement to assignment or approval of a transfer, the proposed assignee or transferee shall agree to the following:
  - i) To assume all obligations and duties of the Company under this Agreement; and
  - ii) To make any and all payments due under this Agreement and/or assignment to County directly at its offices in Yorkville, Illinois, as such payments become due.

Subject to the provisions of this Agreement limiting the right to assign or transfer, this Agreement shall be binding on and inure to the benefit of the parties and their heirs and successors. The Company shall be released from all obligations and liabilities under this Agreement subsequent to any approved assignment or transfer. Furthermore, in the event of an approved assignment or transfer, the Company shall remain primarily responsible for all obligations and liabilities of this Agreement, which accrue prior to the execution of any approved assignment or transfer. Transfer of a fifty-percent (50%) or greater interest in the Company to another owner or owners shall be deemed an unpermitted transfer under this Section, unless made with the approval of the County. The County may require an additional written commitment from by the assignee or transferee to assume and comply with the duties and obligations of this Agreement. The County shall not unreasonably withhold approval of a proposed assignment or transfer.

#### **Section 4.2 Default**

The occurrence of any one or more of the following constitutes a "Default" by the Company under this Agreement. Should the Company be found by the County to be in Default of this Agreement, the County may, at its sole discretion, terminate this Agreement and/or pursue legal remedies as is necessary.

- a) The failure by the Company to pay any fee due and payable under this Agreement;
- b) The failure by the Company to observe or perform in any material respect the provision provided in Paragraph 2.1 of this Agreement and any other provision of this Agreement, and if the Company does not cure such failures within ten (10) days after written notice thereof from the County to the Company, unless such failures cannot reasonably be cured within five (10) days, or are delayed due to

IEPA rule, in which case the Company must, before the tenth (10th) day; notify the County that it cannot complete its cure, present the County with a plan and timeline (which meets with the approval of the County) for completing the cure and implementing a plan to prevent the same or a similar failure from occurring again, and diligently continue to cure such failures during the initial ten (10) day cure time period and any additional period beyond the ten (10) day approved by the County;

- c) The Company admits in writing its inability to pay its debts as they mature and makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee or receiver for the Company or a major part of its property;
- d) A trustee or receiver is appointed for the Company or for a major part of its property, and it is not discharged within ninety (90) days after such appointment;
- e) Bankruptcy, reorganization arrangement, insolvency or liquidation proceedings or other proceedings for relief under any bankruptcy law, or similar law, for the relief of debtors are instituted by or against the Company and, if instituted against the Company, are allowed against it or are not dismissed within one hundred eighty (180) days after such institution;
- f) If, during the term of this Agreement, any governmental entity assesses on or on behalf of the County of Kendall, a fee, surcharge or tax against the Company as the operator of the facility, the facility or the site on which the facility is located, then such fee, surcharge or tax shall not affect the obligations of the Company to pay the County. Additionally, such fee, surcharge or tax shall be the sole and complete responsibility of the Company to pay and this Agreement shall remain in full force and effect.

#### **Section 4.3 Notice**

Any notice to be given hereunder by either party to the other shall be in writing and be sent by personal delivery, by overnight delivery service or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated when delivered or as three (3) business days from the date of mailing, whichever is earlier. Notices shall be addressed as set for below, but each party may change its address by written notice to the other in accordance with this Section:

**To the County, notice shall be sent to both the County and the State's Attorney at the following addresses:**

County of Kendall  
Administrative Services  
111 West Fox Road  
Yorkville, Illinois 60560

Kendall County State's Attorney  
807 West John Street  
Yorkville, Illinois 60560



**To the Company, notice shall be sent to the following:**

Plano Transfer Station, LLC  
123 West Washington Street, Suite 214  
Oswego, IL 60543

**Section 4.4 Entire Agreement**

This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

**Section 4.5 Payments**

All payments of Host Benefit Fees shall be paid by the Transfer Station to the Kendall County Treasurer, 111 West Fox Road, Room 114, Yorkville, Illinois, 60560.

**Section 4.6 Governing Law and Form for Litigation**

In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Kendall County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Kendall County is required to use the services of an attorney, then Kendall County if it prevails shall be entitled to reasonable attorneys' fees, court costs, and expenses incurred by Kendall County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal. This Agreement shall be governed by and construed in accordance with the laws of Kendall County and the State of Illinois. Any litigation filed by the Company or County against the other party and involving this Agreement shall be filed in a court of competent jurisdiction in Kendall County, Illinois. Section 4.6 survives the termination of this Agreement.

**Section 4.7 Severability**

The provisions of this Agreement shall be deemed to be severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof. Section 4.7 survives the termination of this Agreement.

**Section 4.8 Binding Effect**

This Agreement shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns. However, nothing in this Section should be construed to allow Company to assign or transfer interest in this Agreement or the Transfer Station, unless done pursuant to Section 4.1 of this Agreement. Section 4.8 survives the termination of this Agreement.

**Section 4.9 Force Majeure**

Neither party hereto shall be deemed to be in default or to have breached any provision of this Agreement as a result of any delay, failure in performance or

interruption of services resulting directly or indirectly from acts of God, acts of civil or military authority, civil disturbance, labor interruptions and strikes, or war, which are beyond the control of such non-performing party.

#### **Section 4.10 No Third Party Beneficiaries**

Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties and their respective successors and assigns, nor shall any provision give any third party any right or rights of action against any party to this Agreement. However, the County shall reasonably cooperate with the City of Plano to facilitate extension of water service to the subject property and adjacent industrial park under the Eldamain Rd. right-of-way. This provision shall not be construed as imposing any financial requirement on the County.

#### **Section 4.11 Litter Control**

The Company shall take all steps to ensure that the operation of their facility results in as little Waste being deposited along County Roads as is possible. To that end, the Company shall ensure that all vehicles transporting waste from the facility shall be covered by secured tarps prior to leaving the Transfer Station facility. Further, the Company shall follow all local litter control plans and municipal contractual obligations in regard to the same during its operation.

#### **Section 4.12 Records**

In addition to those records described in Section 3.5 and 3.6, above, the Company shall provide the County, upon the County's request, free of charge and in a timely manner, copies of all of the following documents in any manner connected with the Transfer Station:

- 1) Documents submitted or received by the Company, its representatives, agents, attorneys, employees, or consultants to or from any state or federal government, or any regulatory or administrative agency; and
- 2) Documents submitted or received by the Company, its representatives, agents, attorneys, employees, or consultants to or from any citizen residing within the borders of Kendall County pertaining to the development or operations of the Transfer Station, particularly comments or complaints concerning such development or operations and including but not limited to the inbound or outbound vehicles to the Transfer Station.

#### **Section 4.13 Waiver**

The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

#### **Section 4.14 Non-Discrimination**

The Company shall not, in the performance of this Agreement, discriminate or knowingly permit discrimination against any person on account of sex, race, age, creed, color, national origin, or political or religious opinion or affiliation and shall comply with all relevant state and federal laws concerning discrimination and equal opportunity.

**Section 4.15 Covenant Guarantee**

The parties acknowledge their mutual intent at the time of entering into this Agreement to create a covenant running with the land in favor of the County and that the obligations stated in this Agreement touch and concern the use of the Property. It is the intent of the parties hereto that the Company's obligation to make payments pursuant to this Agreement is and shall be a covenant running with the Property and is and shall be binding upon transferees, successors, assigns, and subsequent tenants and owners of the Property, and is and shall be a lien upon the Property. Said covenant shall benefit the County and its successors, transferees, and assigns. The Company agrees the County may prepare, and the Company shall promptly execute duplicate originals of the Host Agreement and record such Host Agreement in the Kendall County Recorder's Office.

**Section 4.16 Captions**

Captions of the Articles, Sections and Sub-Sections of this Agreement are for convenience of reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**Section 4.17 Counterparts**

This Agreement may be executed in counterparts, and each such counterpart shall constitute one and the same instrument.

**Section 4.18 Effective Date**

This Agreement shall be effective upon acceptance of its terms by the Kendall County Board and the Company as shown by their signature below.

**ARTICLE 5**  
**AUTHORITY & GUARANTY OF PAYMENT**

**Section 5.1 Authority to Enter Into Agreement**

The Company hereby represents and warrants that it is a valid and existing Limited Liability Corporation, in good standing, and that the individuals executing this Agreement have been duly authorized by the Company to act on its behalf and enter into this Agreement. In addition, the Company agrees to provide the County, at the time of execution of the Agreement, with a copy of the Corporate Resolution authorizing the execution of this Agreement.

**Section 5.2 Guaranty of Payment**

As additional consideration for and assurance of performance of this Agreement, the Company and its corporate parent, tender to the County and the County accepts, the Guaranty of Payment attached to this Agreement as Exhibit A.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first written above.

KENDALL COUNTY, ILLINOIS  
By: *John Shaw*  
Kendall County Board Chairman

John Shaw  
Printed Name

Date: 8/5/14

Attest: *Debbie Gilleotte*  
Signature

Debbie Gilleotte  
Printed Name

By: \_\_\_\_\_  
Plano Transfer Station, LLC

\_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_  
PL6, LLC

\_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first written above.

KENDALL COUNTY, ILLINOIS

By: \_\_\_\_\_  
Kendall County Board Chairman

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

By: Richard K Burton  
Plano Transfer Station, LLC

Richard K Burton  
Printed Name

Its: Manager

Date: 8/13/14

Attest: Dennis Krupp  
Signature

Dennis Krupp  
Printed Name

By: PLG LLC

Philip S. Marrone, The Decade Group LLC.  
Printed Name

Its: member & manager, The Decade Group LLC, manager & member PLG LLC

Date: 8/13/14

Attest: Dennis Krupp  
Signature

Dennis Krupp  
Printed Name

**GUARANTY OF PAYMENT**

Plano Transfer Station, LLC, for valuable consideration, the receipt of which is hereby acknowledged, does hereby unconditionally guarantee the payment by Plano Transfer Station, LLC, of all sums due and owing to Kendall County, Illinois, pursuant to the Host Community Benefits and Reimbursement Agreement entered into between Plano Transfer Station, LLC and Kendall County on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Plano Transfer Station, LLC, hereby represents and warrants that it is a valid and existing limited liability company, in good standing, and that the individual executing this Guaranty of Payment have been duly authorized by Plano Transfer Station LLC to act on its behalf and enter into this Guaranty of Payment. In addition, Plano Transfer Station, LLC, agrees to provide the County, at the time of execution of this Guaranty of Payment, with a copy of the resolution authorizing the execution of this Guaranty of Payment.

Richard K Burton

By: Richard K Burton

Dated: 2/13/14

Its: manager

**Exhibit A**

Owner County of Kendall,  
a Body Politic  
Address SE Quadrant of US 34 and  
Beecher Road  
Yorkville, IL 60560  
Route FAP 591 (US 34)  
Section (13)R-2[(13BR)C,(13BR-1)BR]  
County Kendall  
Job No. R-93-010-13  
Parcel No. 3XQ0019  
P.I.N. No. 02-29-100-006  
Station 334+00.00 to  
Station 335+00.00

### TEMPORARY CONSTRUCTION EASEMENT

COUNTY OF KENDALL, A BODY POLITIC , a governmental entity 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), by Scott Gryder, County Board Chairman and Lynn Cullick, its County Board Vice-Chairman, for and in consideration of ONE THOUSAND FIVE HUNDRED AND No/100 Dollars (\$1,500.00), receipt of which is hereby acknowledged, and pursuant to the provisions of 55 ILCS 5/2-1005.2 hereby represents that Grantor owns the fee simple title to and grants and conveys to the People of the State of Illinois, Department of Transportation, (Grantee), a temporary construction easement for the purpose of grading and other highway purposes, on, over, and through the following described real estate:



Part of the North Half of Section 29, Township 37 North, Range 7 East of the Third Principal Meridian, described as follows, referencing bearings and distances to the Illinois State Plane Coordinate System, East Zone (NAD 83, 2011 adj.).

Commencing at the Northwest Corner of said Section 29; thence South 01 degree 14 minutes 18 seconds East 428.10 feet along the west line of said Northwest Quarter section to the centerline of US Route 34; thence South 85 degrees 30 minutes 38 seconds East 444.23 feet along said centerline; thence South 04 degrees 29 minutes 22 seconds West 60.93 feet to the Point of Beginning on the south right of way line of US Route 34; thence South 85 degrees 32 minutes 16 seconds East 100.00 feet along said right of way line; thence South 04 degrees 29 minutes 22 seconds West 9.12 feet; thence North 85 degrees 30 minutes 38 seconds West 100.00 feet; thence North 04 degrees 29 minutes 22 seconds East 9.07 feet to the Point of Beginning, containing 910 square feet, more or less (area based on ground measurements), situated in the United City of Yorkville, Kendall County, State of Illinois. 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 five (5) 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 access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises in the purposes herein described.

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, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Attest:

County of Kendall, a Body Politic  
Name of Governmental Entity

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Lynn Cullick, County Board Vice Chairman  
Print Name and Title

Scott Gryder, Board Chairman  
Print Name and Title

State of Illinois )  
 ) ss  
County of Kendall )

This instrument was acknowledged before me on \_\_\_\_\_, 2016, by  
Scott Gryder, County Board Chairman and Lynn Cullick, County Board Vice-Chairman of County of  
Kendall, a Body Politic.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

This instrument was prepared by and after  
recording return to:

Illinois Department of Transportation  
ATTN: Bureau of Land Acquisition  
700 East Norris Drive  
Ottawa, IL 61350



**Illinois Department of Transportation**

**Affidavit of Title**

Owner County of Kendall, a Body Politic  
 Address SE Quadrant of US 34 and Beecher Road  
 Yorkville, IL 60560  
 Route FAP 591 (US 34)  
 Section (13)R-2[(13BR)C,(13BR-1)BR]  
 County Kendall  
 Job No. R-93-010-13  
 Parcel No. 3XQ0019  
 P.I.N. No. 02-29-100-006  
 Station 334+00.00  
 Station 335+00.00

State of Illinois )  
 ) ss.  
 County of Kendall )

I, Scott Gryder , County Board Chairman

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.

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.	_____	_____
2.	_____	_____
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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Scott Gryder, County Board Chairman  
Print Name and Title if applicable

State of Illinois )  
County of Kendall ) ss

This instrument was acknowledged before me on \_\_\_\_\_, 2016, by  
Scott Gryder, County Board Chairman.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

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.

EXHIBIT "A"

THAT PART OF THE NORTH WEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH WEST CORNER OF SAID NORTH WEST 1/4; THENCE SOUTH 00 DEGREES, 39 MINUTES, 10 SECONDS EAST ALONG THE WEST LINE OF SAID NORTH WEST 1/4, 429.15 FEET TO THE CENTER LINE OF U.S. ROUTE 34 FOR A POINT OF BEGINNING; THENCE SOUTH 84 DEGREES, 57 MINUTES, 39 SECONDS EAST ALONG SAID CENTER LINE, 1628.05 FEET; THENCE SOUTH 05 DEGREES, 02 MINUTES, 21 SECONDS WEST, 1320.13 FEET TO THE LINE OF A FENCE NOW MONUMENTING THE SOUTH LINE OF PROPERTY ONCE OWNED BY T. SPENCER; THENCE SOUTH 89 DEGREES, 05 MINUTES, 0 SECONDS WEST ALONG SAID FENCE LINE, 1489.11 FEET TO SAID WEST LINE; THENCE NORTH 00 DEGREES, 39 MINUTES, 10 SECONDS WEST ALONG SAID WEST LINE, 1481.95 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS. SITUATED IN THE COUNTY OF KENDALL AND STATE OF ILLINOIS.

EXCEPT THAT PART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29; THENCE SOUTH 01 DEGREE 14 MINUTES 12 SECONDS EAST, 479.49 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29 TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 34 PER DEDICATION RECORDED JUNE 3, 1942 IN BOOK 98 PAGE 177; THENCE SOUTH 85 DEGREES 32 MINUTES 10 SECONDS EAST, 170.27 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 85 DEGREES 32 MINUTES 10 SECONDS EAST, 1451.62 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE; THENCE SOUTH 04 DEGREES 27 MINUTES 50 SECONDS WEST, 10.00 FEET TO A POINT 10.00 FEET SOUTH OF SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 85 DEGREES 32 MINUTES 10 SECONDS WEST, 1451.62 FEET PARALLEL WITH AND 10.00 FEET SOUTH OF SAID SOUTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 34; THENCE NORTH 04 DEGREES 27 MINUTES 50 SECONDS EAST, 10.00 FEET TO SAID SOUTHERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, CONTAINING 0.333 ACRES (14,516 SQUARE FEET), MORE OR LESS, ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS. SITUATED IN THE COUNTY OF KENDALL AND STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 02-29-100-006

Owner	County of Kendall, a Body Politic
Address	SE Quadrant of US 34 & Beecher Road Yorkville, IL 60560
Route	FAP 591 (US 34)
Section	(13)R-2[(13BR)C,(13BR-1)BR]
County	Kendall
Job No.	R-93-010-13
Parcel No.	3XQ0019
P.I.N. No.	02-29-100-006
Station	334+00.00 to
Station	335+00.00

**CERTIFIED RESOLUTION**

I, SCOTT GRYDER, COUNTY BOARD CHAIRMAN OF COUNTY OF KENDALL, A BODY POLITIC, of Kendall County, Illinois, a governmental entity organized and existing under the laws of the State of Illinois, including without limitation, city, village, incorporated town, county, park district, or township, do hereby certify that:

1. The following is a true and correct copy of a resolution adopted by the Council or Board of said governmental entity, a quorum of its members, trustees, or commissioners being present at a meeting held of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, and

2. The resolution has not been amended or revoked and is in full force and effect.

Resolved that Scott Gryder, the County Board Chairman and Lynn Cullick, the County Board Vice-Chair of the Council or Board of the above-referenced governmental entity are hereby authorized and directed to grant use of the governmental entity's interest in the following described real estate in Kendall County, Illinois to the People of the State of Illinois, Department of Transportation for highway purposes for the sum of \$1,500.00:



Part of the North Half of Section 29, Township 37 North, Range 7 East of the Third Principal Meridian, described as follows, referencing bearings and distances to the Illinois State Plane Coordinate System, East Zone (NAD 83, 2011 adj.).

Commencing at the Northwest Corner of said Section 29; thence South 01 degree 14 minutes 18 seconds East 428.10 feet along the west line of said Northwest Quarter section to the centerline of US Route 34; thence South 85 degrees 30 minutes 38 seconds East 444.23 feet along said centerline; thence South 04 degrees 29 minutes 22 seconds West 60.93 feet to the Point of Beginning on the south right of way line of US Route 34; thence South 85 degrees 32 minutes 16 seconds East 100.00 feet along said right of way line; thence South 04 degrees 29 minutes 22 seconds West 9.12 feet; thence North 85 degrees 30 minutes 38 seconds West 100.00 feet; thence North 04 degrees 29 minutes 22 seconds East 9.07 feet to the Point of Beginning, containing 910 square feet, more or less (area based on ground measurements), situated in the United City of Yorkville, Kendall County, State of Illinois.

Further resolved that they are authorized and directed to execute and deliver such instruments as may be necessary or convenient to consummate such use.

Further resolved that the members, aldermen, trustees or commissioners of the Council or Board of the governmental entity or electors of the governmental entity, pursuant to \_\_\_\_\_ voted for the adoption of this resolution as follows:

AYE \_\_\_\_\_; NAY \_\_\_\_\_; ABSENT \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Signature

**Scott Gryder, County Board Chairman**

\_\_\_\_\_  
Print Name and Title

State of Illinois )  
 ) ss  
County of Kendall )

This instrument was acknowledged before me on \_\_\_\_\_, 2016, by  
Scott Gryder, as County Board Chairman of the County of Kendall, a Body Politic.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



**Illinois Department  
of Transportation**

**Receipt of Conveyance Documents and  
Disbursement Statement**

Owner County of Kendall, a Body Politic  
Job No. R-93-010-13  
Parcel No. 3XQ0019

The People of the State of Illinois, Department of Transportation (Grantee) acknowledges Receipt of the following:

- Temporary Construction Easement covering 910 square feet

all located in Kendall County, Illinois as right of way for FAP Route 591 (US 34), Section (13)R-2[(13BR)C,(13BR-1)BR] dated \_\_\_\_\_, executed by the undersigned Grantors.

Grantor and Grantee agree as follows:

1. The payment of the sum of ONE THOUSAND FIVE HUNDRED AND No/100 Dollars (\$1,500.00) to Grantor as total consideration for the deed, by Grantee is subject to Grantee's approval of title and documentation and, if applicable, Grantee's final approval in accordance with Section 9.02 of the Illinois State Finance Act.
2. All improvements located, wholly or partially, on the parcel shall become the property of the State of Illinois, unless provided as follows:

N/A

3. Possession and transfer of title to IDOT occur when Grantee delivers a state warrant to Grantor, in person or to the address stated herein, in the amount of the above stated consideration, unless provided herein. Grantor shall have the sole responsibility and obligation to protect, preserve and maintain the parcel and improvements thereon until delivery of possession to Grantee.
4. Grantor directs Grantee to disburse the above stated consideration by warrant or by separate warrants as follows:

<u>Name*</u>	<u>TIN/FEIN/SSN</u>	<u>Address</u>	<u>Amount</u>
County of Kendall; a Body Politic		111 West Fox Street, Room 316 Yorkville, IL 60560	\$1,500.00

\*If multiple names on the same warrant, list first and circle the name of the person or entity whose TIN/FEIN/SSN is entered above. If lien holder is to be paid by warrant, use Grantor's TIN or SSN.

\*\*Attach a current W-9 form for each TIN/FEIN/SSN.

5. **NON-FOREIGN CERTIFICATION – FIRPTA.** Section 1445 of the Internal Revenue Code provides that a transferee buyer of a U.S. real property interest must withhold tax if the transferor is a foreign person. For purposes of this paragraph, "Transferee" shall mean "Grantee" and "Transferor" shall mean "Grantor". To inform the Grantee that withholding of tax is not required upon the disposition of a U.S. real property interest by Grantor, the Grantor hereby certifies the following:

- a. Transferor is the owner of the real property being conveyed;
- b. Transferor is not a foreign person, entity, or disregarded entity (as such term is defined in the Internal Revenue Code and Income Tax Regulations); and
- c. Transferor's U.S. Taxpayer Identification Number and address set forth above are true and correct.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

Initial

6. Illinois law (15 ILCS 405/10.05 to 405/10.05b) requires the State of Illinois Comptroller to deduct from any State of Illinois warrants or payments the amount of any outstanding account or claim in favor of the State of Illinois 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.

7. This Receipt of Conveyance Documents and Disbursement Statement is the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the conveyance of parcel and improvements. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Date: \_\_\_\_\_

Grantor:

\_\_\_\_\_  
Signature

**Scott Gryder, County Board Chairman**

(Print Name (and Title, if applicable))

\_\_\_\_\_  
Signature

**Lynn Cullick, County Board**

**Vice-Chairman**

(Print Name (and Title, if applicable))

Date: \_\_\_\_\_

Grantee:

**The People of the State of Illinois, Department of Transportation**

\_\_\_\_\_  
Robert Simpson for State of Illinois, Department of Transportation

## Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type  
 See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above <b>County of Kendall</b>	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <i>Note.</i> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> </tr> </table>												
<b>OR</b>												
<b>Employer identification number</b>												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> </tr> </table>												

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  2. Certify that you are not subject to backup withholding, or
  3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1448 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1448 require a partnership to presume that a partner is a foreign person, and pay the section 1448 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1448 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note.** ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(p)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 8 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(ii)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3876).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>2</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>2</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or pension) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.  
<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.





LINE 30

639.3

BEECHER RD.

259.96

140.83

LINE 100

34

Beecher Rd

BEECHER RD

910 SQ FT  
TEMP EASEMENT

Veterans Pkwy

John St

Isabel Dr

Cornell Ln

34

John St

Veterans Pkwy

1 inch = 200 feet

