

ORDINANCE NO. 2020 - 01

AN ORDINANCE authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real property and irrigation equipment in and for the Mill Creek Water Reclamation District, Kane County, Illinois, and authorizing and providing for the issue of \$3,100,000 Debt Certificates, Series 2020, evidencing the rights to payment under such Agreement, prescribing the details of the Agreement and the Certificates, providing for the security for and means of payment under the Agreement of the Certificates and authorizing the sale of the Certificates to American Eagle Bank, South Elgin, Illinois.

* * *

WHEREAS, the Mill Creek Water Reclamation District, Kane County, Illinois (the “*District*”), is a sanitary district under and pursuant to the Sanitary District Act of 1936 (the “*Sanitary District Act*”), the Local Government Debt Reform Act of the State of Illinois (the “*Debt Reform Act*”), and in particular, the provisions of Section 17 of the Debt Reform Act each as supplemental and amended (collectively, the “*Installment Purchase Provisions*”); and

WHEREAS, the Board of Trustees (the “*Board*”) of the District has considered the needs of the District and, in so doing, the Board has deemed and does now deem it advisable, necessary, and for the best interests of the District to acquire two parcels of land, namely, approximately 175 acres located North of Hughes Road and east of Bunker Road, Blackberry Township, Kane County, Illinois, and further identified as P.I.N.s 11-14-200-016, 11-11-400-002, 11-14-200-014 and 11-11-400-004, and irrigation equipment, including, in connection therewith, acquisition of all land or rights in land, mechanical, electrical, and other services necessary, useful, or advisable thereto (the “*Property*”), all as shown on cost estimates on file with and approved by the Board; and

WHEREAS, the Board has determined the total cost of the Property and expenses incidental thereto, including financial and legal services related to the acquisition of the Property and to the

Agreement hereinafter provided for in this Ordinance to be \$3,100,000, plus estimated investment earnings which may be received on said sum prior to disbursement; and

WHEREAS, sufficient funds of the District are not available to pay the costs of the Property, and it will, therefore, be necessary to borrow money in the amount of \$3,100,000 for the purpose of paying a portion of such costs; and

WHEREAS, pursuant to the Installment Purchase Provisions, the District has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Board shall determine, if the District will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements; and

WHEREAS, the Board finds that it is desirable and in the best interests of the District to avail of the provisions of the Installment Purchase Provisions to authorize an Installment Purchase Agreement (the "*Agreement*"); name as counter-party to the Agreement the Treasurer of the District (the "*Treasurer*"), as nominee-seller; authorize the President and Clerk/Secretary of the Board (respectively, the "*President*" and the "*Clerk/Secretary*") to execute and attest, respectively, the Agreement on behalf of the District and to file the same with the Clerk/Secretary in his or her capacity as keeper of the records and files of the District; and issue certificates evidencing the indebtedness incurred under the Agreement in the amount of \$3,100,000:

NOW THEREFORE Be It Ordained by the Board of Trustees of the Mill Creek Water Reclamation District, Kane County, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. Authorization. It is necessary and advisable for the residents of the District to pay the costs of the Property and to borrow money and, in evidence thereof and for the purpose of financing same, enter into the Agreement and, further, to provide for the issuance and delivery of certificates evidencing the indebtedness incurred under the Agreement.

Section 3. Agreement is a General Obligation; Annual Appropriation. The District hereby represents, warrants, and agrees that the obligation to make the payments due under the Agreement shall be a general obligation of the District payable from any funds of the District lawfully available for such purpose. The District represents and warrants that the total amount due under the Agreement, together with all other indebtedness of the District, is within all statutory and constitutional debt limitations. For the purpose of providing the funds necessary to pay the installments of interest and principal due under the Agreement, the District irrevocably agrees to appropriate funds of the District annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Agreement.

Section 4. Execution and Filing of the Agreement. From and after the effective date of this Ordinance, the President and Clerk/Secretary are hereby authorized and directed to execute and attest, respectively, the Agreement, in substantially the form set forth in Section 5 of this Ordinance, and to do all things necessary and essential to effectuate the provisions of the Agreement, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. Further, as nominee-seller, the Treasurer is hereby authorized and directed to execute the Agreement. Upon full execution, the original of the Agreement shall be filed with the Clerk/Secretary and retained in the District records and shall constitute authority for the issuance of the Certificates hereinafter authorized.

Section 5. Form of the Agreement. The Agreement shall be in substantially the form as follows:

INSTALLMENT PURCHASE AGREEMENT for the purchase of real and personal property in and for the Mill Creek Water Reclamation District, Kane County, Illinois.

THIS INSTALLMENT PURCHASE AGREEMENT (this "*Agreement*") dated as of the 28th day of April, 2020, by and between the Treasurer (the "*Treasurer*") of the Mill Creek Water Reclamation District, Kane County, Illinois (the "*District*"), as Nominee-Seller (the "*Seller*"), and the District, a sanitary district of the State of Illinois:

WITNESSETH

A. The Board of Trustees (the "*Board*") of the District has determined to acquire two parcels of land, namely, approximately 175 acres located North of Hughes Road and east of Bunker Road, Blackberry Township, Kane County, Illinois, and further identified as P.I.N.s 11-14-200-016, 11-11-400-002, 11-14-200-014 and 11-11-400-004 and irrigation equipment including, in connection therewith, acquisition of all land or rights in land, mechanical, electrical, and other services necessary, useful, or advisable thereto (the "*Property*"), all in accordance with the estimates previously approved by the Board and on file with the Clerk/Secretary of the Board (the "*Clerk/Secretary*").

B. Pursuant to the provisions of the Sanitary District Act of 1936, as amended; the Local Government Debt Reform Act of the State of Illinois (the "*Debt Reform Act*"), and, in particular, the provisions of Section 17 of the Debt Reform Act (the "*Installment Purchase Provisions*"); in each case, as supplemented and amended (collectively "*Applicable Law*"); the District has the power to purchase real or personal property, or both, through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Board shall determine, if the District will lease,

acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements.

C. On the 23rd day of April, 2020, the Board, pursuant to Applicable Law and the need to acquire the Property, adopted an ordinance (the “*Ordinance*”) authorizing the borrowing of money for the Property, the execution and delivery of this Agreement to finance the same, and the issuance of certificates evidencing the indebtedness so incurred.

D. The Ordinance is

- (a) incorporated herein by reference; and
- (b) made a part hereof as if set out at this place in full;

and each of the terms as defined in the Ordinance is also incorporated by reference for use in this Agreement.

E. The Seller, as nominee as expressly permitted by the Installment Purchase Provisions, has agreed to acquire the Property on the terms as hereinafter provided.

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and other valuable consideration, it is mutually agreed between the Seller and the District as follows:

1. ACQUIRE PROPERTY

The Seller agrees to acquire the Property.

2. CONVEYANCE

The Seller agrees to convey the Property to the District; and the District agrees to purchase the Property from the Seller and pay for the Property the purchase price of \$3,100,000, plus the amount of investment earnings which are earned on the amount deposited with the Treasurer from the sale of the Certificates (as defined in the Ordinance) and in no event shall the total aggregate principal purchase price to be paid pursuant to this Agreement exceed the sum of \$3,100,000, plus

the amount of investment earnings which are earned on the amount deposited with the Treasurer from the sale of the Certificates.

3. PAYMENTS

The payment of the entire sum of \$3,100,000 of said purchase price shall:

- (a) be payable in installments due on the dates and in the amounts;
- (b) bear interest at the rates per annum which interest shall also be payable on the dates and in the amounts;
- (c) be payable at the place or places of payment, in the medium of payment, and upon such other terms, including prepayment (redemption);

all as provided for payment of the Certificates in the Ordinance.

4. ASSIGNMENT

Rights to payment of the Seller as provided in this Agreement are assigned as a matter of law, under the Installment Purchase Provisions, to the owner of the Certificates. This Agreement and any right, title, or interest herein, shall not be further assignable. The Certificates, evidencing the indebtedness incurred hereby, are assignable (registrable) as provided in the Ordinance.

5. TITLE

Title in and to the Property, upon the acquisition thereof, shall and does vest immediately in the District.

6. LAWFUL CORPORATE OBLIGATION

The District hereby represents, warrants, and agrees that the obligation to make the payments due hereunder shall be a lawful direct general obligation of the District payable from any funds of the District lawfully available for such purpose. The District represents and warrants that the total amount due the Seller hereunder, together with all other indebtedness of the District, is within all statutory and constitutional debt limitations. For the purpose of providing the funds

necessary to pay the installments of interest and principal due under this Agreement, the District irrevocably agrees to appropriate funds of the District annually and in a timely manner so as to provide for the making of all payments when due under the terms of this Agreement.

7. GENERAL COVENANT AND RECITAL

It is hereby certified and recited by the Seller and the District, respectively, that as to each, respectively, for itself, all conditions, acts, and things required by law to exist or to be done precedent to and in the execution of this Agreement did exist, have happened, been done and performed in regular and due form and time as required by law.

8. No Separate Tax

The Seller and the District recognize that there is no statutory authority for the levy of a special tax unlimited as to rate or amount to pay any of the amounts due hereunder.

9. DEFAULT

In the event of a default in payment hereunder by the District, the Seller or any Certificateholder may pursue any available remedy by suit at law or equity to enforce the payment of all amounts due or to become due under this Agreement, including, without limitation, an action for specific performance.

IN WITNESS WHEREOF the Seller has caused this Installment Purchase Agreement to be executed, and his or her signature, to be attested by the Clerk/Secretary of the Board, and the District has caused this Installment Purchase Agreement to be executed by the President of the Board, and also attested by the Clerk/Secretary of the Board, all as of the day and year first above written.

SELLER: Signature: _____

Name: Mark Hammond,
as Nominee-Seller and Treasurer

MILL CREEK WATER RECLAMATION
DISTRICT, KANE COUNTY, ILLINOIS

President, Board of Trustees

ATTEST:

Clerk/Secretary, Board of Trustees

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CERTIFICATE OF INSTALLMENT PURCHASE AGREEMENT FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk/Secretary of the Board of Trustees (the “*Board*”) of the Mill Creek Water Reclamation District, Kane County, Illinois (the “*District*”), and as such officer I do hereby certify that on the 28th day of April, 2020, there was filed in my office a properly certified copy of that certain document, executed by the President of the Board, attested by me in my capacity as Clerk/Secretary of the Board, and further executed, as Nominee-Seller, by the Treasurer of the District, also attested by me, dated as of the 28th day of April, 2020, and entitled “INSTALLMENT PURCHASE AGREEMENT for the purchase of real and personal property in and for the Mill Creek Water Reclamation District, Kane County, Illinois”; and supporting the issuance of certain Debt Certificates, Series 2020, of the District; that attached hereto is a true and complete copy of said Agreement as so filed; and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF I hereunto affix my official signature, this 28th day of April, 2020.

Clerk/Secretary, Board of Trustees

Section 6. Certificate Details. For the purpose of providing for the acquisition of the Property, there shall be issued and sold certificates in the principal amount \$3,100,000 (the “*Certificates*”), designated as “Debt Certificates, Series 2020”. The Certificates shall be dated April 28, 2020, and shall also bear the date of authentication, shall be in fully registered form, shall be in minimum denominations of \$100,000 and integral multiples of \$5,000 in excess thereof (provided that if less than \$100,000 principal amount of the Certificates is outstanding at any time, such outstanding principal amount shall be an authorized denomination for purposes of this Ordinance), shall be numbered 1 and upward, shall become due and payable on December 1, 2030, and shall bear interest at the rate of 3.85% per annum.

The Certificates shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Certificates is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing June 1, 2020. Interest on each Certificate shall be paid by check or draft of American Eagle Bank, South Elgin, Illinois, as certificate registrar and paying agent (the “*Certificate Registrar*”), payable upon presentation in lawful money of the United States of America, to the person in whose name such Certificate is registered at the close of business on the 15th day of the month next preceding the interest payment date. The principal of the Certificates shall be payable in lawful money of the United States of America at the principal office of the Certificate Registrar.

The Certificates shall be signed by the President and attested by the Clerk/Secretary. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Certificates shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Certificate Registrar as authenticating agent of the District and showing the date of authentication. No Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Certificate Registrar by manual signature, and such certificate of authentication upon any such Certificate shall be conclusive evidence that such Certificate has been authenticated and delivered under this Ordinance.

Section 7. Registration of Certificates; Persons Treated as Owners. The District shall cause books (the "*Certificate Register*") for the registration and for the transfer of the Certificates as provided in this Ordinance to be kept at the principal office of the Certificate Registrar, which is hereby constituted and appointed the registrar of the District. The District is authorized to prepare, and the Certificate Registrar shall keep custody of, multiple Certificate blanks executed by the District for use in the transfer and exchange of Certificates.

Upon surrender for transfer of any Certificate at the principal office of the Certificate Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Certificate Registrar and duly executed by, the registered owner or his or her attorney duly authorized in writing, the District shall execute and the Certificate Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Certificate or Certificates of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Certificate or Certificates may be exchanged at said office of the Certificate Registrar for a like aggregate principal amount of Certificate or Certificates of the same maturity of other authorized denominations. The execution by the District of any fully registered Certificate shall constitute full and due authorization of such Certificate and the Certificate Registrar shall thereby be authorized to authenticate, date and deliver such Certificate,

provided, however, the principal amount of outstanding Certificates authenticated by the Certificate Registrar shall not exceed the authorized principal amount of Certificates less previous retirements.

The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Certificates.

The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Certificate shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Certificates, but the District or the Certificate Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Certificates except in the case of the issuance of a Certificate or Certificates for the unredeemed portion of a Certificate surrendered for redemption.

Section 8. Redemption. (a) Optional Redemption. The Certificates shall be subject to redemption prior to maturity at the option of the District as a whole or in part, in integral multiples of \$5,000 as determined by the Certificate Registrar, on June 1, 2025, and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date.

(b) *Mandatory Redemption.* The Certificates are subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Certificate Registrar, at a redemption price of par plus accrued interest to the redemption date, on December 1 of the years and in the principal amounts as follows:

YEAR	PRINCIPAL AMOUNT
2020	\$185,000
2021	230,000
2022	245,000
2023	255,000
2024	270,000
2025	280,000
2026	295,000
2027	310,000
2028	325,000
2029	345,000
2030 (Stated Maturity)	360,000

The principal amounts of Certificates to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Certificates credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the District may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Certificate Registrar may, and if directed by the District shall, purchase Certificates required to be retired on such mandatory redemption date. Any such Certificates so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

(c) *General.* The Certificates shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The District shall, at least forty-five (45) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Certificate Registrar) notify the Certificate Registrar of such redemption date and of the principal amount of Certificates to be redeemed. For purposes of any redemption of less than all of the outstanding Certificates,

the particular portions of Certificates to be redeemed shall be selected by lot by the Certificate Registrar by such method of lottery as the Certificate Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Certificates or portions thereof so that any \$5,000 Certificate or \$5,000 portion of a Certificate shall be as likely to be called for redemption as any other such \$5,000 Certificate or \$5,000 portion. The Certificate Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Certificates to be redeemed or the time of the giving of official notice of redemption.

The Certificate Registrar shall promptly notify the District in writing of the Certificates or portions of Certificates selected for redemption and, in the case of any Certificate selected for partial redemption, the principal amount thereof to be redeemed.

Section 9. Redemption Procedure. Unless waived by any holder of Certificates to be redeemed, notice of the call for any such redemption shall be given by the Certificate Registrar on behalf of the District by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Certificate or Certificates to be redeemed at the address shown on the Certificate Register or at such other address as is furnished in writing by such registered owner to the Certificate Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Certificates are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Certificates to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Certificate or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,

(5) the place where such Certificates are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Certificate Registrar, and

(6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Certificates to be redeemed at the option of the District shall have been received by the Certificate Registrar prior to the giving of such notice of redemption, such notice may, at the option of the District, state that said redemption shall be conditional upon the receipt of such moneys by the Certificate Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Certificates, and the Certificate Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Certificates will not be redeemed. Otherwise, prior to any redemption date, the District shall deposit with the Certificate Registrar an amount of money sufficient to pay the redemption price of all the Certificates or portions of Certificates which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Certificates or portions of Certificates so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the District shall default in the payment of the redemption price) such Certificates or portions of Certificates shall cease to bear interest. Upon surrender of such Certificates for redemption in accordance with said notice, such Certificates shall be paid by the Certificate Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Certificate, there shall be prepared for the registered holder a new Certificate or Certificates in the amount of the unpaid principal.

If any Certificate or portion of Certificate called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Certificate or portion of Certificate so called for redemption. All Certificates which have been redeemed shall be cancelled and destroyed by the Certificate Registrar and shall not be reissued.

Section 10. Form of Certificate. The Certificates shall be in substantially the following form; *provided, however*, that if the text of the Certificate is to be printed in its entirety on the front side of the Certificate, then paragraph [2] and the legend, “See Reverse Side for Additional Provisions”, shall be omitted and paragraphs [6] and thereafter, as appropriate, shall be inserted immediately after paragraph [1]:

[FORM OF CERTIFICATE - FRONT SIDE]

REGISTERED
NO. ONE

REGISTERED
\$3,100,000

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF KANE

MILL CREEK WATER RECLAMATION DISTRICT

DEBT CERTIFICATE, SERIES 2020

See Reverse Side for
Additional Provisions

Interest

Rate: 3.85%

Maturity

Date: December 1, 2030

Dated

Date: April 28, 2020

Registered Owner: AMERICAN EAGLE BANK, SOUTH ELGIN, ILLINOIS

Principal Amount: THREE MILLION ONE HUNDRED THOUSAND DOLLARS

[1] KNOW ALL PERSONS BY THESE PRESENTS, that the Mill Creek Water Reclamation District, Kane County, Illinois (the "*District*"), hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Certificate or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on June 1 and December 1 of each year, commencing June 1, 2020, until said Principal Amount is paid. Principal of this Certificate is payable in lawful money of the United States of America upon presentation and surrender hereof at the principal office of American Eagle Bank, South Elgin, Illinois, as certificate registrar and paying agent (the "*Certificate Registrar*"). Payment of the installments of interest shall be made to the Registered

Owner hereof as shown on the registration books of the District maintained by the Certificate Registrar at the close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Certificate Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Certificate Registrar.

[2] Reference is hereby made to the further provisions of this Certificate set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts, and things required by law to exist or to be done precedent to and in the issuance of this Certificate did exist, have happened, and been done and performed in regular and due form and time as required by law; that the indebtedness of the District including the issue of certificates of which this is one, does not exceed any limitation imposed by the law; that the obligation to make payments due hereon is a general obligation of the District payable from any funds of the District lawfully available for such purpose; and that the District shall appropriate funds annually and in a timely manner so as to provide for the making of all payments hereon when due. THE OWNER OF THIS CERTIFICATE ACKNOWLEDGES THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

[4] This Certificate shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Certificate Registrar.

[5] IN WITNESS WHEREOF the Mill Creek Water Reclamation District, Kane County, Illinois, has caused this Certificate to be executed by the President of the Board of Trustees and attested by the Clerk/Secretary of the Board of Trustees, all as appearing hereon and as of the Dated Date identified above.

(SEAL)

President, Board of Trustees

ATTEST:

Clerk/Secretary, Board of Trustees

Date of Authentication: April 28, 2020

CERTIFICATE
OF
AUTHENTICATION

Certificate Registrar and Paying Agent:
American Eagle Bank
South Elgin, Illinois

This Certificate is one of the Certificates described in the within mentioned ordinance and is one of the Debt Certificates, Series 2020, of the Mill Creek Water Reclamation District, Kane County, Illinois.

AMERICAN EAGLE BANK,
as Certificate Registrar

By _____
Authorized Officer

[FORM OF CERTIFICATE - REVERSE SIDE]

MILL CREEK WATER RECLAMATION DISTRICT

KANE COUNTY, ILLINOIS

DEBT CERTIFICATE, SERIES 2020

[6] This Certificate and the series of which it is a part are issued by the District for the purpose of providing funds to pay the cost of acquiring the Property, all as described and defined in the ordinance authorizing the Certificates (the "*Ordinance*"), pursuant to and in all respects in compliance with the applicable provisions of the Sanitary District Act of 1936, as supplemented and amended, and in particular as supplemented by the Local Government Debt Reform Act of the State of Illinois, as amended, and all laws amendatory thereof and supplementary thereto, and with the Ordinance, which has been duly adopted by the Board of Trustees of the District on the 23rd day of April, 2020, in all respects as by law required. The Certificates issued by the District in connection with the acquisition of the Property have been issued in evidence of the indebtedness incurred pursuant to a certain Installment Purchase Agreement (the "*Agreement*"), dated as of the 28th day of April, 2020, entered into by and between the District and the Treasurer of the District, as Seller-Nominee, to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the holder by the acceptance of this certificate assents.

[7] The Certificates are subject to redemption prior to maturity at the option of the District as a whole or in part, in integral multiples of \$5,000 as determined by the Certificate Registrar, on June 1, 2025, and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date.

[8] The Certificates are subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Certificate Registrar, at a redemption price of par plus accrued interest to the redemption date, on December 1 of the years and in the principal amounts as follows:

YEAR	PRINCIPAL AMOUNT
2020	\$185,000
2021	230,000
2022	245,000
2023	255,000
2024	270,000
2025	280,000
2026	295,000
2027	310,000
2028	325,000
2029	345,000
2030 (Stated Maturity)	360,000

[9] Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Certificate to be redeemed at the address shown on the registration books of the District maintained by the Certificate Registrar or at such other address as is furnished in writing by such registered owner to the Certificate Registrar. When so called for redemption, this Certificate will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

[10] This Certificate is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal office of the Certificate Registrar in South Elgin, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Certificate Ordinance, and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates of authorized denominations and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[11] The Certificates are issued in fully registered form in minimum denominations of \$100,000 and integral multiples of \$5,000 in excess thereof (provided that if less than \$100,000 principal amount of the Certificates is outstanding at any time, such outstanding principal amount

shall be an authorized denomination for purposes of such Certificates). This Certificate may be exchanged at the principal office of the Certificate Registrar for a like aggregate principal amount of Certificates of other authorized denominations, upon the terms set forth in the Certificate Ordinance. The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15th day of the month preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Certificates.

[12] The District and the Certificate Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the District nor the Certificate Registrar shall be affected by any notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

the within Certificate and does hereby irrevocably constitute and appoint

_____ attorney to transfer the said Certificate on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.

Section 11. Sale of the Certificates. The Certificates hereby authorized shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with the Treasurer, and be by the Treasurer delivered to American Eagle Bank, South Elgin, Illinois (the "Purchaser"), upon receipt of the purchase price therefor, the same being the par amount of the Certificates. The contract for the sale of the Certificate heretofore entered into (the "Purchase Contract") is in all respects ratified, approved and confirmed, it being hereby found and determined that the Certificates have been sold at such price and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon such sale exceed the maximum rate otherwise authorized by Illinois law and that the Purchase Contract is in the best interests of the District and that no person holding any office of the District, either by election or appointment, is in any manner financially interested directly in his or her own name or

indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

Section 12. Use of Certificate Proceeds. There is hereby established the “Debt Certificate Fund of 2020” (the “*Certificate Fund*”) of the District, which shall be the fund for the payment of the principal of and interest on the Certificates. Funds lawfully available for the purpose of paying the principal of and interest on the Certificates shall be deposited into the Certificate Fund and used solely and only for such purpose.

The principal proceeds of the Certificates are hereby appropriated to pay the costs of issuance of the Certificates and for the purpose of paying the cost of the Property, and that portion thereof not needed to pay such cost of issuance is hereby ordered deposited into the “Property Acquisition Account of the District” (the “*Property Fund*”), heretofore created. It is hereby found and determined and hereby declared and set forth that the Board (i) has not entered into an agreement of any kind with any entity, party or person to not expend the proceeds of the Certificates deposited into the Property Fund for any period of time, subject to the provisions of this Section and (ii) is not required by any contract, decree, instrument, order, regulation or ruling, to not expend the proceeds of the Certificates deposited into the Property Fund for any period of time, subject to the provisions of this Section. Moneys in the Property Fund shall be used to pay costs of the Property in accordance with the following procedures:

1. Contracts (“*Purchase Contracts*”) have been or shall be awarded, from time to time, by the Board to acquire the Property; and the Board represents and covenants that each Purchase Contract has been or will be let in strict accordance with the applicable laws of the State of Illinois, and the rules and procedures of the District for the same.

2. Pursuant to this Ordinance or subsequent ordinance or ordinances to be duly adopted, the Board shall identify all Purchase Contracts to the Agreement. The Purchase

Contracts attached hereto as *Exhibit 1* are hereby identified to the Agreement. This Ordinance, any such further ordinance and said Purchase Contracts shall be filed of record with the Clerk/Secretary and the Treasurer. The adoption and filing of any such ordinance or ordinances and the Purchase Contracts with such officers shall constitute authority for the Treasurer to make disbursements from the Property Fund to pay amounts due under such Purchase Contracts from time to time, upon such further ordinances, resolutions, orders, vouchers, warrants, or other proceedings as are required under the applicable laws of the State of Illinois, and the rules and procedures of the District for the same.

Alternatively to the creation of the funds described above, the appropriate officers may allocate the funds to be deposited into the Certificate Fund or proceeds of the Certificates to one or more related funds of the District already in existence and in accordance with good accounting practice; *provided, however*, that this shall not relieve such officers of the duty to account and invest such funds and the proceeds of the Certificates, as herein provided, as if the funds described above had in fact been created.

At the time of the issuance of the Certificates, the costs of issuance of the Certificates may be paid by the Purchaser on behalf of the District from the proceeds of the Certificates.

Section 13. Non-Arbitrage and Tax-Exemption. The District hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Certificates) if taking, permitting or omitting to take such action would cause any of the Certificates to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended (the "*Code*"), or would otherwise cause the interest on the Certificates to be included in the gross income of the recipients thereof for federal income tax purposes. The District acknowledges that, in the event of an examination by the Internal Revenue

Service (the “*IRS*”) of the exemption from Federal income taxation for interest paid on the Certificates, under present rules, the District may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The District also agrees and covenants with the purchasers and holders of the Certificates from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Certificates and affects the tax-exempt status of the Certificates.

The Board hereby authorizes the officials of the District responsible for issuing the Certificates, the same being the President, Clerk/Secretary and Treasurer, to make such further covenants and certifications regarding the specific use of the proceeds of the Certificates as approved by the Board and as may be necessary to assure that the use thereof will not cause the Certificates to be arbitrage bonds and to assure that the interest on the Certificates will be exempt from federal income taxation. In connection therewith, the District and the Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Certificates and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Certificates; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the District in such compliance.

Section 14. Designation of Issue. The District hereby designates each of the Certificates as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code.

Section 15. List of Certificateholders. The Certificate Registrar shall maintain a list of the names and addresses of the holders of all Certificates and upon any transfer shall add the name and address of the new Certificateholder and eliminate the name and address of the transferor Certificateholder.

Section 16. Duties of Certificate Registrar. If requested by the Certificate Registrar, the President and Clerk/Secretary are authorized to execute the Certificate Registrar’s standard form of agreement between the District and the Certificate Registrar with respect to the obligations and duties of the Certificate Registrar hereunder which may include the following:

- (a) to act as certificate registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Certificateholders as set forth herein and to furnish such list to the District upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Certificates as provided herein;
- (d) to cancel and/or destroy Certificates which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) to furnish the District at least annually a certificate with respect to Certificates cancelled and/or destroyed; and
- (f) to furnish the District at least annually an audit confirmation of Certificates paid, Certificates outstanding and payments made with respect to interest on the Certificates.

Section 17. Record-Keeping Policy and Post-Issuance Compliance Matters. It is necessary and in the best interest of the District to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the Certificates and other debt obligations of the District, the interest on which is excludable from

“gross income” for federal income tax purposes or which enable the District or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds (including the Certificates, the “*Tax Advantaged Obligations*”). Further, it is necessary and in the best interest of the District that (i) the Board adopt policies with respect to record-keeping and post issuance compliance with the District’s covenants related to its Tax Advantaged Obligations and (ii) the Compliance Officer (as hereinafter defined) at least annually review the District’s Contracts (as hereinafter defined) to determine whether the Tax Advantaged Obligations comply with the federal tax requirements applicable to each issue of the Tax Advantaged Obligations. The Board and the District hereby adopt the following Record-Keeping Policy.

(a) *Compliance Officer Is Responsible for Records.* The Clerk/Secretary (the “*Compliance Officer*”) is hereby designated as the keeper of all records of the District with respect to each issue of the Tax Advantaged Obligations, and such officer shall report to the Board at least annually that he/she has all of the required records in his/her possession, or is taking appropriate action to obtain or recover such records.

(b) *Closing Transcripts.* For each issue of Tax Advantaged Obligations, the Compliance Officer shall receive, and shall keep and maintain, a true, correct and complete counterpart of each and every document and agreement delivered in connection with the issuance of the Tax Advantaged Obligations, including without limitation (i) the proceedings of the District authorizing the Tax Advantaged Obligations, (ii) any offering document with respect to the offer and sale of the Tax Advantaged Obligations, (iii) any legal opinions with respect to the Tax Advantaged Obligations delivered by any lawyers, and (iv) all written representations of any person delivered in connection with the issuance and initial sale of the Tax Advantaged Obligations.

(c) *Arbitrage Rebate Liability.* The Compliance Officer shall review the agreements of the District with respect to each issue of Tax Advantaged Obligations and shall prepare a report for the Board stating whether or not the District has any rebate liability to the United States Treasury, and setting forth any applicable exemptions that each issue of Tax Advantaged Obligations may have from rebate liability. Such report shall be updated annually and delivered to the Board.

(d) *Recommended Records.* The Compliance Officer shall review the records related to each issue of Tax Advantaged Obligations and shall determine what requirements the District must meet in order to maintain the tax-exemption of interest paid on its Tax

Advantaged Obligations, its entitlement to direct payments by the United States Treasury of the applicable percentages of each interest payment due and owing on its Tax Advantaged Obligations, and applicable tax credits or other tax benefits arising from its Tax Advantaged Obligations. The Compliance Officer shall then prepare a list of the contracts, requisitions, invoices, receipts and other information that may be needed in order to establish that the interest paid on the Tax Advantaged Obligations is entitled to be excluded from "gross income" for federal income tax purposes, that the District is entitled to receive from the United States Treasury direct payments of the applicable percentages of interest payments coming due and owing on its Tax Advantaged Obligations, and the entitlement of holders of any Tax Advantaged Obligations to any tax credits or other tax benefits, respectively. Notwithstanding any other policy of the District, such retained records shall be kept for as long as the Tax Advantaged Obligations relating to such records (and any obligations issued to refund the Tax Advantaged Obligations) are outstanding, plus three years, and shall at least include:

(i) complete copies of the transcripts delivered when any issue of Tax Advantaged Obligations is initially issued and sold;

(ii) copies of account statements showing the disbursements of all Tax Advantaged Obligation proceeds for their intended purposes, and records showing the assets and other property financed by such disbursements;

(iii) copies of account statements showing all investment activity of any and all accounts in which the proceeds of any issue of Tax Advantaged Obligations has been held or in which funds to be used for the payment of principal of or interest on any Tax Advantaged Obligations has been held, or which has provided security to the holders or credit enhancers of any Tax Advantaged Obligations;

(iv) copies of all bid requests and bid responses used in the acquisition of any special investments used for the proceeds of any issue of Tax Advantaged Obligations, including any swaps, swaptions, or other financial derivatives entered into in order to establish that such instruments were purchased at *fair market value*;

(v) copies of any subscriptions to the United States Treasury for the purchase of State and Local Government Series (SLGS) obligations;

(vi) any calculations of liability for *arbitrage rebate* that is or may become due with respect to any issue of Tax Advantaged Obligations, and any calculations prepared to show that no arbitrage rebate is due, together, if applicable, with account statements or cancelled checks showing the payment of any rebate amounts to the United States Treasury together with any applicable IRS Form 8038-T; and

(vii) copies of all contracts and agreements of the District, including any leases (the "*Contracts*"), with respect to the use of any property owned by the District and acquired, constructed or otherwise financed or refinanced with the

proceeds of the Tax Advantaged Obligations effective at any time when such Tax Advantaged Obligations are, will or have been outstanding. Copies of contracts covering no more than 50 days of use and contracts related to District employees need not be retained.

(e) *IRS Examinations or Inquiries.* In the event the IRS commences an examination of any issue of Tax Advantaged Obligations or requests a response to a compliance check, questionnaire or other inquiry, the Compliance Officer shall inform the Board of such event, and is authorized to respond to inquiries of the IRS, and to hire outside, independent professional counsel to assist in the response to the examination or inquiry.

(f) *Annual Review.* The Compliance Officer shall conduct an annual review of the Contracts and other records to determine for each issue of Tax Advantaged Obligations then outstanding whether each such issue complies with the federal tax requirements applicable to such issue, including restrictions on private business use, private payments and private loans. The Compliance Officer is expressly authorized, without further official action of the Board, to hire outside, independent professional counsel to assist in such review. To the extent that any violations or potential violations of federal tax requirements are discovered incidental to such review, the Compliance Officer may make recommendations or take such actions as the Compliance Officer shall reasonably deem necessary to assure the timely correction of such violations or potential violations through remedial actions described in the United States Treasury Regulations, or the Tax Exempt Bonds Voluntary Closing Agreement Program described in Treasury Notice 2008-31 or similar program instituted by the IRS.

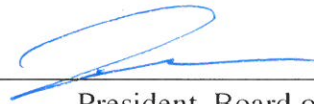
(g) *Training.* The Compliance Officer shall undertake to maintain reasonable levels of knowledge concerning the rules related to tax-exempt bonds (and build America bonds and tax credit bonds to the extent the District has outstanding build America bonds or tax-credit bonds) so that such officer may fulfill the duties described in this Section. The Compliance Officer may consult with counsel, attend conferences and presentations of trade groups, read materials posted on various web sites, including the web site of the Tax Exempt Bond function of the IRS, and use other means to maintain such knowledge. Recognizing that the Compliance Officer may not be fully knowledgeable in this area, the Compliance Officer may consult with outside counsel, consultants and experts to assist him or her in exercising his or her duties hereunder. The Compliance Officer will endeavor to make sure that the District's staff is aware of the need for continuing compliance. The Compliance Officer will provide copies of this Ordinance and the Tax Exemption Certificate and Agreement or other applicable tax documents for each series of Tax Advantaged Obligations then currently outstanding (the "*Tax Agreements*") to staff members who may be responsible for taking actions described in such documents. The Compliance Officer should assist in the education of any new Compliance Officer and the transition of the duties under these procedures. The Compliance Officer will review this Ordinance and each of the Tax Agreements periodically to determine if there are portions that need further explanation and, if so, will attempt to obtain such explanation from counsel or from other experts, consultants or staff.

(h) *Amendment and Waiver.* The procedures described in this Section are only for the benefit of the District. No other person (including an owner of a Tax Advantaged Obligation) may rely on the procedures included in this Section. The District may amend this Section and any provision of this Section may be waived, without the consent of the holders of any Tax Advantaged Obligations and as authorized by passage of an ordinance by the Board. Additional procedures may be required for Tax Advantaged Obligations the proceeds of which are used for purposes other than capital governmentally owned projects or refundings of such, including tax increment financing bonds, bonds financing output facilities, bonds financing working capital, or private activity bonds. The District also recognizes that these procedures may need to be revised in the event the District enters into any derivative products with respect to its Tax Advantaged Obligations.

Section 18. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

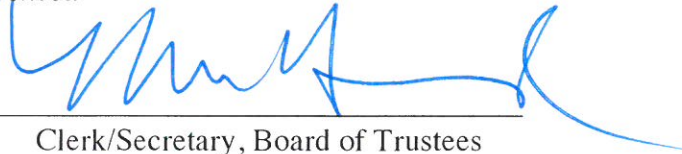
Section 19. Repeal; Effective Date. All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and this Ordinance shall be in full force and effect forthwith upon its adoption.

Adopted: April 23, 2020.



President, Board of Trustees

Attest:



Clerk/Secretary, Board of Trustees

EXHIBIT 1

PURCHASE CONTRACTS

1-29-2020

REAL ESTATE SALE AGREEMENT

THIS AGREEMENT is made this 4th day of February, 2020 (referred to as the Effective Date), by and between Darlene K. Schingoethe, as Successor Trustee under Trust Agreement dated March 2, 1979 and known as Trust Number 101 as amended on December 19, 1989 (referred to as "Wennlund") and Darlene K. Schingoethe and David J. Schingoethe, as Trustee of the Darlene K. Schingoethe Living Trust dated June 25, 2014, (referred to as "Schingoethe") (Wennlund and Schingoethe, collectively referred to herein as "Seller"), and the MILL CREEK WATER RECLAMATION DISTRICT, an Illinois sanitary district (herein referred to as "Purchaser").

Seller currently holds title to approximately 175 vacant acres (mol) of real estate located north of Hughes Road and east of Bunker Road, in Blackberry Township, Kane County, Illinois, legally described as shown on Exhibit 'A' as Parcel One and Parcel Two, which is attached hereto (said real estate, together with all hereditaments, easements, appurtenances and benefits pertaining thereto being hereinafter referred to as the "Real Estate").

Purchaser is a sanitary district of Illinois and under the laws of the State of Illinois may exercise the power of eminent domain. The governing Board of the District adopted ordinances authorizing the District to take such steps as might be necessary to acquire the Real Estate for the public purposes of the District, which steps included the prosecution of eminent domain proceedings as instituted in the following captioned lawsuits (referred to as "Eminent Domain Proceedings"):

Mill Creek Water Reclamation District v. Darlene K. Schingoethe, as trustee of the Darlene K. Schingoethe Living Trust dated June 25, 2014, et. al, 18 ED 0007 (16th Judicial Circuit, Kane County, Illinois) and

Mill Creek Water Reclamation District v. Darlene K. Schingoethe, as Successor Trustee of the Ben H. Wennlund Trust under Trust Agreement dated March 2, 1979 and known as Trust No. 101, et. al. 18 ED 0006 (16th Judicial Circuit, Kane County, Illinois).

The Seller has negotiated all details of this Agreement with the authorized representatives of the District, and now desires to sell the Real Estate to the Purchaser on the terms and conditions herein agreed upon.

Seller and Purchaser hereby covenant and agree as follows:

1. **Sale and Purchase.** Seller agrees to sell and Purchaser agrees to purchase the Real Estate on the terms and conditions herein set forth at a price of Two Million Seven Hundred Three Thousand Seven Hundred Fifty (\$2,703,750) Dollars for 123 gross surveyed acres ("Gross Surveyed Purchased Acres" means acres included in the prescriptive right of way to the centerline

of for Hughes Road (the "Purchase Price"), plus or minus prorations and credits. Seller shall contemporaneously convey, by gift, to the Purchaser a parcel of approximately 52 acres ("Gift Acres"), being the west portion of PIN No. 11-14-200-016 and this Agreement is expressly conditioned upon that gift being made by Seller. The parties acknowledge and agree that (i) the Purchase Price for the Gross Surveyed Purchased Acres and (ii) the configuration of the Gift Acres shall be arrived at pursuant to a plat of survey to be prepared under Paragraph 4 below. The plat of survey shall include the land lying north of the centerline of Hughes Road within Property Index Numbers (P.I.N.s) 11-14-200-016, 11-11-400-002, 11-14-200-014 and 11-11-400-004; a GIS depiction of the anticipated Gross Surveyed Purchased and Gift Acres is set out at Exhibit "B", attached hereto.

2. Conveyance. Seller agrees to convey, or cause to be conveyed, to Purchaser, or Purchaser's nominee, title to the Real Estate (including the Gift Acres) by a recordable, stamped Trustee's Deed, subject only to: (a) public and utility easements of record and roads and highways, if any; (b) general real estate taxes not yet due and payable as of the Closing (as hereinafter defined); (c) rights of adjoining owners to the uninterrupted flow of any stream which may cross the land; (d) rights of way for drainage tiles, ditches, feeders and laterals, if any; and (e) acts of Purchaser (the "Permitted Exceptions").

3. Earnest Money. Purchaser shall not be required to pay any earnest money hereunder.

4. Survey. Purchaser, at Purchaser's sole cost and expense, will provide a staked and bounded survey of the Real Estate including the Gift Acres.

5. Evidence of Title. Seller shall pay for, not less than fifteen (15) days prior to the Closing, to cost to updated title commitment to Commitment No. 17012724WT (Joliet office) for an owner's title insurance policy issued by Chicago Title Insurance Company (the "Title Company"), in the amount of the Purchase Price, covering title to the Real Estate (including the Gift Acres) on or after the date hereof, showing title in the intended grantor, and subject only to: (a) the so-called standard or general exceptions contained in the policy (i.e., without so-called "extended coverage"); (b) the Permitted Exceptions set forth in Paragraph 2 hereof; (c) contiguity endorsements covering Parcels One and Two and the District's sanitary facility adjacent to Parcel Two; and (d) title exceptions pertaining to the liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the Closing and which Seller shall so remove at that time. The title policy shall be conclusive evidence of good title as therein shown as to all matters insured by the policy subject only to the exceptions therein stated. All costs of obtaining the aforesaid commitment and title policy shall be paid by Seller.

6. Correction of Defects. If the title commitment or the survey herein required discloses unpermitted exceptions, Seller shall have thirty (30) days from the date of delivery thereof to have the exceptions removed from the commitment or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions. If Seller fails to have

the exceptions removed, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions within the specified time, Purchaser may terminate this Agreement or may elect, upon notice to Seller within ten (10) days after the expiration of the 30-day period, to take title as it then is with the right to deduct from the Purchase Price liens or encumbrances or a definite or ascertainable amount. If Purchaser does not so elect, the Agreement shall become null and void without further action of the parties.

7. Closing.

A. The consummation of the transaction herein described (the "Closing") shall be on April 3, 2020, unless otherwise mutually agreed, or unless under paragraph 6 hereof, Seller has undertaken to correct defects of title, in which case, the terms of paragraph 6 shall govern and closing shall be held as soon as practicable thereafter at the office of the Title Company (1795 West State Street, Geneva, Illinois).

B. The sale shall be closed through an escrow with the Title Company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement in use by the Title Company, with such special provisions inserted in the escrow agreement as may be required to conform with this Agreement. The cost of said escrow shall be shared equally by the parties hereto.

8. Delivery of Possession. Except as provided for under Paragraph 16 below, Seller shall deliver and Purchaser agrees to accept possession of the Real Estate (including the Gift Acres) on the day of Closing.

9. Closing Adjustments. Seller will provide evidence satisfactory to Purchaser at the Closing that general real estate taxes (or so much thereof as shall have come due) have been paid in full. Purchaser shall receive a credit at Closing for general real estate taxes levied against the Real Estate (including the Gift Acres) not yet due or payable or due but not yet paid. Taxes shall be prorated on the basis of the latest tax bill issued.

10. Seller's Warranties. As an inducement to Purchaser to enter into this Agreement, Seller covenants, represents and warrants with Purchaser, as of the date hereof and as of the date of Closing, that Seller has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto and all required actions and approvals therefore have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto. Seller warrants as of the date hereof and continuing for a period of one (1) year from the date of closing that to the best of Seller's actual knowledge and belief, and without having made any independent investigation with respect to the condition of the real estate, that the property has no "hazardous substances" on it as that term is defined under the Comprehensive Environmental Response Compensation and Liability Act.

The continued validity in all respects of the foregoing covenants, representations and warranties shall be a condition precedent to Purchaser's obligations to close the transaction contemplated hereby. Seller shall defend, indemnify and hold Purchaser harmless from and against any and all damage (including reasonable attorney's fees) resulting from, arising out of or in connection with any breach of the covenants, representations and warranties contained in this Agreement.

11. Purchaser's Warranties. As an inducement to Seller to enter into this Agreement, Purchaser covenants, represents and warrants to Seller as of the date hereof, and as of the date of Closing:

- A. Purchaser has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Purchaser pursuant hereto, and all the required actions and approvals therefore have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Purchaser are and shall be duly authorized to sign the same on Purchaser's behalf and to bind Purchaser thereto.
- B. Purchaser is acquiring the Real Estate (including the Gift Acres) for a "public purpose" as contemplated in the Plat Act exception specifically set forth as 765 ILCS 205/1(b)6.

The continued validity in all respects of the foregoing covenants, representations and warranties shall be a condition pursuant to Seller's obligations to close the transaction contemplated hereby. As to all claims made within a period of one (1) year from and after closing, Purchaser shall defend, indemnify and hold Seller harmless from and against any and all damage (including reasonable attorney's fees) resulting from, arising out of or in connection with any breach of the covenants, representations and warranties contained in this Agreement.

12. Provisions with Respect to Closing. At the Closing, Seller shall deliver to Purchaser or the Title Company, as the case may be, the following, all in form and substance reasonably satisfactory to the Purchaser:

- A. A Trustees' Deed(s) duly executed and acknowledged by Seller, conveying to Purchaser title to the Real Estate (including the Gift Acres) in proper form for recording and subject only to the Permitted Exceptions.
- B. Information required to comply with 1099 reporting requirements.
- C. A non-foreign affidavit in accordance with Sec. 1445 of the Internal Revenue Code.

- D. Affidavit of Title in customary form.
- E. ALTA Statement, in duplicate.
- F. Completed Real Estate Transfer Declarations signed by Seller or Seller's agent in the forms required pursuant to such laws and ordinances with exempt status for a conveyance to a government body.
- G. Any other affidavit or document required by the applicable Title Company or the Recorder of Deeds in connection herewith and any and all other documents which are customary or are necessary to comply with the terms of this Agreement.

13. Notices. All notices herein required shall be in writing and shall be served on the parties at the following addresses:

To Purchaser: MILL CREEK WATER RECLAMATION DISTRICT
 P.O. Box 229
 Geneva, Illinois 60134

With a copy to: Charles A. Radovich
 Radovich Law Office, P.C.
 312 West State Street
 Geneva, IL 60134
 p-630/232-4511
 f-630/232-0189

To Seller: Darlene Schingoethe
 1606 Calumet Road
 Brookings, SD 57006

With a copy to: James Stoddard
 Klein, Stoddard, Buck & Lewis, LLC
 2045 Aberdeen Ct., Suite A
 Sycamore, IL 60178
 p-815-748-0380
 f-815-748-4030

The mailing of a notice by registered or certified mail, return receipt requested, by personal delivery, express over-night delivery or by telecopier transmittal (fax) to the party or its attorney

shall be sufficient service. Notices shall be deemed served when received if delivered by hand or telecopier or express over-night delivery, and ten (10) days after the date mailed, if mailed as described above.

14. Broker. The parties represent each to the other that no broker was involved in this transaction.

15. Tenant to Farm Real Estate. Seller represents and warrants to Purchaser that there is not tenant or other person or entity entitled to possession of the Real Estate (including the Gift Acres) as of the date of closing and Seller has terminated any and all the farmland leases.

16. Seller's 1031 Deferred Exchange. Intentionally deleted.

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17. Environmental, Survey, Financing and Real Estate Inspection Contingency. For a period of forty-five (45) days after the Effective Date, this Agreement and Closing is expressly subject to and conditioned upon (i) a right of inspection of the Real Estate (including the Gift Acres) and improvements by the District and the determination by the District in its sole discretion that the condition of the Real Estate (including the Gift Acres) and improvements are acceptable to it, (ii) environmental audit/testing, (iii) the preparation of a plat of survey under Paragraph 4 above, acceptable to the District and (iv) the procurement and consummation of bond (debt certificate) financing satisfactory to the District in its sole discretion. This contingency shall include any and all environmental audits, soil tests and/or other testing or inspections and consummation of bond financing that the District deems reasonable or necessary. Such inspections or testing shall be undertaken prior to Closing and the District shall promptly notify Seller of any objectionable conditions discovered. Within five (5) days of the execution of this Agreement, Seller shall provide the District with complete copies of all environmental tests or reports, soil tests, building inspections, well and septic reports related to the Real Estate in the possession of Seller on the date hereof. Seller hereby grants the District and its agents access to the Real Estate (including the Gift Acres) for such purposes and the District shall hold Seller harmless from and against any damage or injury to persons or property, damages to the Real Estate (including the Gift Acres) and any growing crops thereon during the course of any inspection undertaken pursuant to the terms hereof and shall return the Real Estate (including the Gift Acres) to the reasonably same condition as existed prior to such inspection.

18. Disposition of Pending Litigation,

A. Within 30 days from the Seller conveying the Real Estate to the Purchaser, the Purchaser will dismiss the following eminent domain cases pending in the Circuit Court of Kane County: Case No. 18 ED 6 – Mill Creek Water Reclamation District v. Schingoethe; AND Case No. 18 ED 7 – Mill Creek Water Reclamation District v. Wennlund.

- B. The Sellers waive, relinquish, and release any rights, if any, associated with the filing, prosecution, and dismissal of these actions, including, but not limited to, those available under Section 10-5-62, 10-5-70, and 10-5-105 of the Eminent Domain Act (735 ILCS 30/1-1-1 *et. seq.*) and Section 2805-10 of the "Sanitary District Act of 1936" 70 ILCS 2805/0.1

19. Miscellaneous.

- A. This Agreement contains the entire agreement between the parties hereto relative to the sale of the Real Estate (including the Gift Acres) and all prior and contemporaneous understandings and agreements heretofore entered into relating to such sale are merged in this Agreement. No amendments, modifications or changes shall be binding upon a party unless set forth in a duly executed document.
- B. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- C. The captions of this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.
- D. Time is of the essence of this Agreement. In the event Seller does not execute this Agreement by 5:00 p.m. on February 5, 2020, Purchaser, in its sole discretion may withdraw its offer.
- E. The representations, warranties, agreements and indemnities of Purchaser and Seller set forth herein or made pursuant to this Agreement shall remain in full force and effect and shall survive the Closing and delivery of the Deed pursuant to this Agreement and shall apply to all claims made within a period of one (1) year from the date of closing. No liability of Seller shall attach to any claim made thereafter.
- F. No failure by the parties hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of any such covenant, agreement, term or conditions unless such waiver is in writing.
- G. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, all of which shall be deemed to be one and the same instrument. Facsimile transmission signatures shall be deemed original signature.

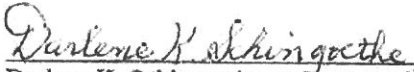
H. **Default by Seller.** If any of Seller's representations and warranties contained **herein are not true and correct on the Effective Date and continuing thereafter through and including the Closing**, or if Seller fails to perform any of the covenants and agreements contained herein to be performed by Seller within the time for performance as specified herein (including Seller's obligation to close), and (A) in the event that the Closing has not occurred, Purchaser may elect either to (1) terminate Purchaser's obligations under this Contract by written notice to Seller; or (2) file an action for specific performance or (3) proceed with the pending Eminent Domain Proceedings; or (B) in the event that the Closing has occurred, Purchaser may file an action against Seller for any and all losses, costs, damages, and expenses (including, but not limited to, court costs and attorneys' reasonable fees) actually suffered or incurred by Purchaser as a result of such breach or failure by Seller. If the Closing has not occurred and Purchaser elects (A)(2) or (3) above, then Seller agrees that Purchaser shall not be required to post a bond or any other collateral with the court or any other party as a condition to Purchaser's pursuit of an action. Seller hereby covenants and agrees that in the event that (a) the Closing has not occurred and Purchaser elects option (A)(1) above and (b) as a result of, due to, or because of any willful or intentional act or omission of Seller any or all of (i) Seller's representations and warranties contained herein are not true and correct on the Effective Date and continuing thereafter through and including the Closing Date; (ii) the covenants and agreements are not performed by Seller within the time for performance as specified herein (including Seller's obligation to close); and (iii) the Conditions Precedent shall not have been satisfied, Purchaser may (in addition to any and all other remedies of Purchaser hereunder) file an action for damages actually suffered by Purchaser by reason of Seller's defaults hereunder (including, but not limited to, attorneys' fees, engineering fees, fees of environmental consultants, appraisers' fees, and accountants' fees incurred by Purchaser in connection with this Agreement and any action hereunder). The provisions of the immediately preceding sentence shall survive any termination of this Contract. Nothing in this Subparagraph H shall be deemed to in any way limit or prevent Purchaser from exercising any right of termination provided to Purchaser elsewhere in this Contract.

Default by Purchaser. In the event Purchaser defaults in its obligations to close the purchase of the Real Estate, then Seller's sole and exclusive remedy shall be to seek such damages available to Seller under the applicable eminent domain statutes. Seller shall have no other remedy for any default by Purchaser, provided that, notwithstanding the foregoing, in the event Purchaser defaults with respect to its repair obligations in connection with the Environmental, Survey and Real Estate Inspection Contingency, Seller shall have all of its remedies at law or in equity on account of such default.


- I. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Illinois, without giving effect to principles of conflicts of law or choice of law and venue of any judicial action shall be Kane County, Illinois.

IN WITNESS WHEREOF, the parties hereto have executed this Real Estate Purchase Agreement as of the day and year first above written.

SELLER:



Darlene K. Schingoethe, as Trustee aforesaid



David J. Schingoethe, as Trustee aforesaid

PURCHASER:

MILL CREEK WATER RECLAMATION
DISTRICT

By: 

James R. Dougherty, President

EXHIBIT A

LEGAL DESCRIPTION

That portion of the following described Real Estate lying north of the centerline of Hughes Road, in Burlington Township, Kane County, Illinois:

PARCEL ONE:

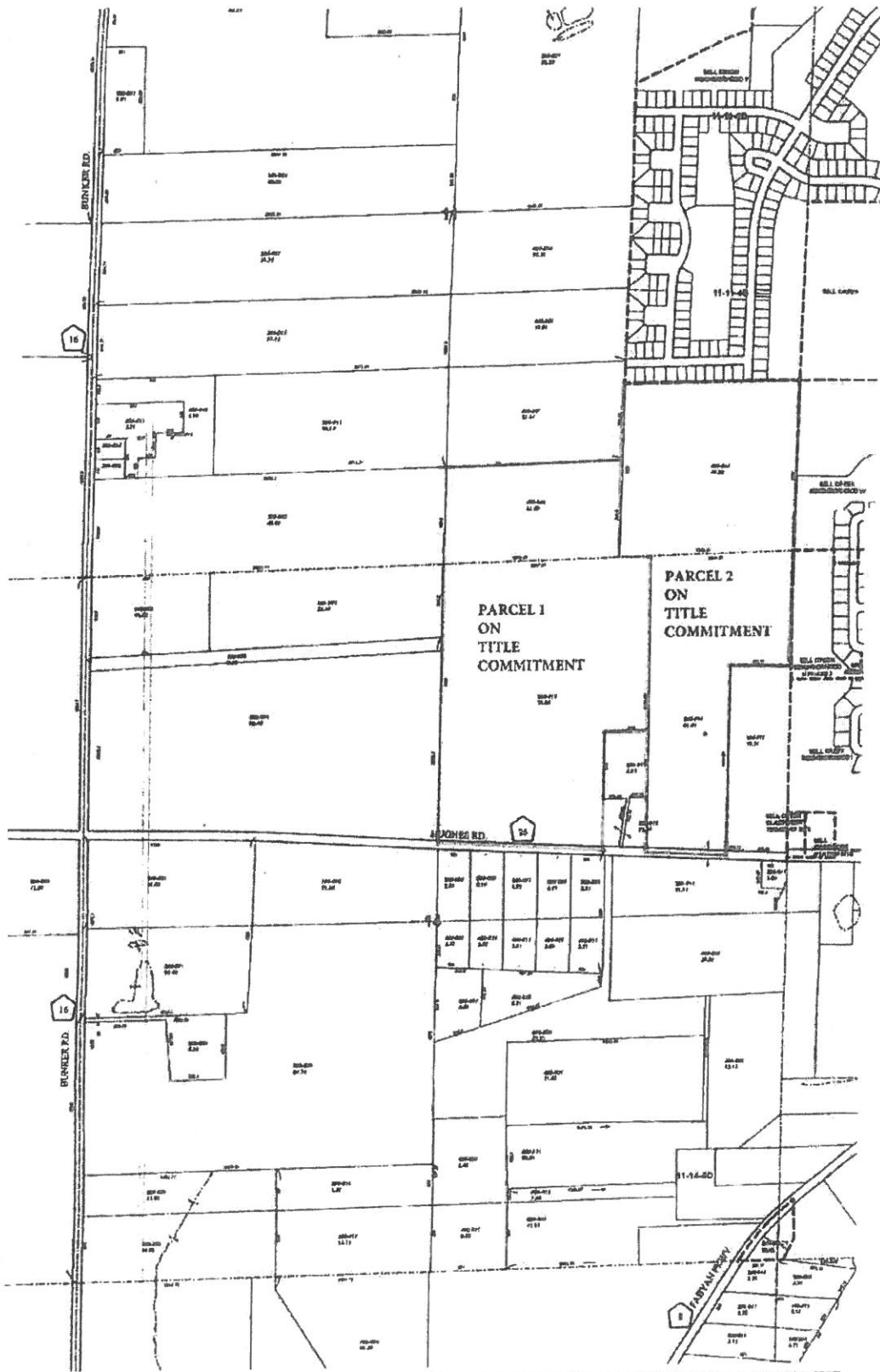
THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION ELEVEN, AND PART OF THE NORTHEAST QUARTER OF SECTION FOURTEEN, TOWNSHIP THIRTY-NINE NORTH, RANGE SEVEN EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION ELEVEN; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER 742.50 FEET (11.25 CHAINS); THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER 1320.03 FEET TO THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER; THENCE SOUTHERLY ALONG SAID EAST LINE 742.68 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE EAST ALONG THE SECTION LINE 241.56 FEET (3.66 CHAINS); THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION FOURTEEN, A DISTANCE OF 2226.76 FEET TO A POINT IN THE CENTER LINE OF HUGHES ROAD; THENCE WESTERLY ALONG SAID CENTER LINE 1558.12 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION FOURTEEN; THENCE NORTHERLY ALONG SAID WEST LINE OF SAID NORTHEAST QUARTER 2095.06 FEET TO THE POINT OF BEGINNING IN BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART OF THE NORTHEAST QUARTER OF SECTION FOURTEEN, TOWNSHIP THIRTY-NINE NORTH, RANGE SEVEN EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE EASTERLY ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER 1316.29 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION ELEVEN, TOWNSHIP AND RANGE AFORESAID; THENCE EASTERLY ALONG SAID NORTH LINE 241.56 FEET (3.66 CHAINS); THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER 1303.68 FEET FOR A POINT OF BEGINNING; THENCE SOUTHERLY PARALLEL WITH SAID WEST LINE 515.0 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 130.72 FEET; THENCE SOUTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 97 DEGREES 27 MINUTES 07 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM., 403.74 FEET TO THE CENTER LINE OF HUGHES ROAD; THENCE WESTERLY ALONG SAID CENTER LINE, WHICH FORMS AN ANGLE OF 94 DEGREES 54 MINUTES 36 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTERCLOCKWISE THEREFROM 25.09 FEET; THENCE NORTHERLY, PARALLEL WITH THE PENULTIMATE COURSE, FORMING AN ANGLE OF 85 DEGREES 05 MINUTES 24 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTERCLOCKWISE 402.62, THENCE WESTERLY PERPENDICULAR TO THE WEST LINE OF SAID NORTHEAST QUARTER 168.07 FEET; THENCE NORTHERLY PARALLEL WITH SAID WEST LINE 515.0 FEET; THENCE EASTERLY, PERPENDICULAR TO SAID WEST LINE 340.0 FEET TO THE POINT OF BEGINNING IN BLACKBERTY TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL TWO:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11; THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 14, (EXCEPT THE WEST 3.66 CHAINS OF THAT PART OF SAID EAST HALF LYING NORTH OF THE CENTER OF THE HIGHWAY) ALL IN TOWNSHIP

39 NORTH RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF BLACKBERRY (ALSO EXCEPT LAND CONVEYED TO ANNE MARIE MCCONNAUGHEY BY DEED DOCUMENTS 2006K118039 AND 2003K105237 AND ALSO EXCEPT LAND CONVEYED TO JOHN JOYNER BY DEED RECORDED AS DOCUMENT 2005K046821) COUNTY OF KANE AND STATE OF ILLINOIS

EXHIBIT "B"
Depiction of Anticipate Gross Purchased Acres and Gift Acres



State of Michigan
 Department of Transportation
 710 Griswold Ave
 Lansing, MI 48913

PLAT DATE
 10/21/11

BLACKBERRY TWP.
 SEC. 14 T.39N. R.7E.

SHEET NO. 11-14
 TOTAL SHEETS 11-14



THIS PLAT IS A PUBLIC RECORD AND IS SUBJECT TO THE PUBLIC RECORD ACT. THE PUBLIC RECORD ACT PROVIDES THAT ANY PERSON MAY OBTAIN A COPY OF THIS PLAT FOR A FEE. THE FEE IS \$10.00 PER SHEET. THE FEE DOES NOT INCLUDE THE COST OF THE PLAT. THE FEE IS IN ADDITION TO THE FEE FOR THE RECORDING OF THE PLAT. THE FEE FOR THE RECORDING OF THE PLAT IS \$10.00 PER SHEET. THE FEE FOR THE RECORDING OF THE PLAT IS \$10.00 PER SHEET.

ADDENDUM TO AGREEMENT

This Addendum, dated April 1, 2020, by and between Darlene K. Schingoethe, as Successor Trustee under Trust Agreement dated March 2, 1979 and known as Trust Number 101 as amended on December 19, 1989 (referred to as "Wennlund") and Darlene K. Schingoethe and David J. Schingoethe, as Trustee of the Darlene K. Schingoethe Living Trust dated June 25, 2014, (referred to as "Schingoethe") (Wennlund and Schingoethe, collectively referred to herein as "Seller"), and the MILL CREEK WATER RECLAMATION DISTRICT, an Illinois sanitary district (herein referred to as "Purchaser") is made a part of that certain Real Estate Sales Contract dated February 4, 2020 by and between Seller and Purchaser (hereinafter referred to as "Agreement").

1. In the event of any conflict between the terms, pricing or conditions of Agreement and this Addendum, the provisions of the Addendum shall prevail.
2. Purchaser shall tender to Seller, on or before April 3, 2020 the sum of Fifty Thousand (\$50,000.00) as a non-refundable deposit to be applied against the Purchase, if and when Closing occurs. Said sum shall be made payable to Darlene K. Schingoethe, Trustee.
3. The Closing Date under Paragraph 7A of the Agreement is changed from April 3, 2020 to May 15, 2020.
4. The Financing Contingency under Paragraph 17 of the Agreement is extended to April 30, 2020.
5. Except as provided in this Addendum, in the event Purchaser fails to close on this Agreement on May 15, 2020, it shall cause the pending eminent domain lawsuits against the Seller to be dismissed and upon such dismissal, waives any and all rights it may have to acquire the properties by eminent domain. In the further event that the Purchaser does not close by May 15, 2020 and provided Purchaser has sufficient sanitary capacity at the time for Sellers' proposed uses, Seller may annex contiguous portions of the Property under this Agreement to the District during a two-year period commencing May 15, 2020 at an annexation fee of \$1,000 per acre; any such annexed land shall be subject to the same rules, regulations and fees as other properties within the District as well as other governmental regulatory authorities including the County of Kane and the Illinois Environmental Protection Agency .
6. Notwithstanding anything contained in this Agreement, as amended by this Addendum to the contrary, neither Seller or Purchaser shall be deemed in default of the Agreement to the extent that any delay or failure in performance of its obligations results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics/pandemics, war, riots, insurrections, natural disasters, strikes, lockouts and

changes in laws, statutes, regulations or ordinances (collectively, the "force majeure conditions"). If any such force majeure condition occurs, then the party experiencing such condition shall give immediate written notice to the other party, at which time the performance of the parties shall be suspended for the duration of the force majeure condition and resume performance once the force majeure condition ceases.

The Parties may execute this Addendum in counterparts.

SELLER

PURCHASER

BY: _____



BY: _____
James H. Klinghoffer, President

changes in laws, statutes, regulations or ordinances (collectively, the "force majeure conditions"). If any such force majeure condition occurs, then the party experiencing such condition shall give immediate written notice to the other party, at which time the performance of the parties shall be suspended for the duration of the force majeure condition and resume performance once the force majeure condition ceases.

The Parties may execute this Addendum in counterparts.

SELLER

PURCHASER

BY: *Darlene K Schingelth, Trustee*

BY: _____
James R. Dougherty, President

Trustee Hammond moved and Trustee D'ANDREA seconded the motion that said ordinance as presented and read by title be adopted.

After a full discussion thereof, the President directed that the roll be called for a vote upon the motion to adopt said ordinance.

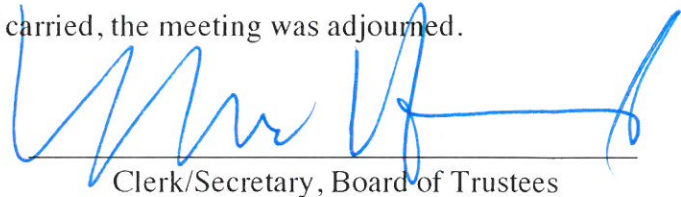
Upon the roll being called, the following Trustees voted AYE: Hammond,
D'ANDREA, DOUGHERTY

The following Trustees voted NAY: N/A

Whereupon the President declared the motion carried and said ordinance adopted, approved and signed the same in open meeting and directed the Clerk/Secretary to record the same in full in the records of the Board of Trustees of the Mill Creek Water Reclamation District, Kane County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.


Clerk/Secretary, Board of Trustees

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CERTIFICATION OF MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk/Secretary of the Board of Trustees of the Mill Creek Water Reclamation District, Kane County, Illinois (the “Board”), and as such official am the keeper of the records and files of the Board.

I further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Board held on the 23rd day of April, 2020, insofar as the same relates to the adoption of Ordinance No. 2020 - 01 entitled:

AN ORDINANCE authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real property and irrigation equipment in and for the Mill Creek Water Reclamation District, Kane County, Illinois, and authorizing and providing for the issue of \$3,100,000 Debt Certificates, Series 2020, evidencing the rights to payment under such Agreement, prescribing the details of the Agreement and the Certificates, providing for the security for and means of payment under the Agreement of the Certificates and authorizing the sale of the Certificates to American Eagle Bank, South Elgin, Illinois.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 48-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Sanitary District Act of 1936, as amended, and that the Board has complied with all of the provisions of said Acts and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 23rd day of April, 2020.



Clerk/Secretary, Board of Trustees

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

FILING CERTIFICATE

We, the undersigned, do hereby certify that we are, respectively, the duly qualified and acting Clerk/Secretary of the Board of Trustees (the “Board”) of the Mill Creek Water Reclamation District, Kane County, Illinois (the “District”), and the Treasurer of the District, and as such officers we do hereby certify that on the 28th day of April, 2020, there was filed with each of us, respectively, and placed on deposit in our respective records, a properly certified copy of Ordinance No. 2020 - 01, passed by the Board on the 23rd day of April, 2020, and entitled:

AN ORDINANCE authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real property and irrigation equipment in and for the Mill Creek Water Reclamation District, Kane County, Illinois, and authorizing and providing for the issue of \$3,100,000 Debt Certificates, Series 2020, evidencing the rights to payment under such Agreement, prescribing the details of the Agreement and the Certificates, providing for the security for and means of payment under the Agreement of the Certificates and authorizing the sale of the Certificates to American Eagle Bank, South Elgin, Illinois.

together with any Purchase Contracts identified by the adoption of said Ordinance and attached thereto as *Exhibit 1*, and that the same have all been deposited in, and all as appears from, the official files and records of my respective offices.

IN WITNESS WHEREOF, we hereunto affix our official signatures, this 28th day of April, 2020.



Clerk/Secretary, Board of Trustees



Treasurer