Double Capacity
Phase IV

- Over 500 Million Ton Reserve Allows for Doubling Capacity
  - First Mine in Blocks 1N and 1S
  - Second Mine in Blocks 2N, 2S, 3N and 3S
- Increase to Occur as Markets Develop
  - Over 10 Million TPY of Coal Production
  - 1,100 Megawatts of Electrical Generation
  - 170 MCF per Day SynGas
  - Employment 600
  - Wages and Benefits $60 million per Year
  - Total Expenditures $260 Million per Year
- Conceptualized Mine Plan is on Next Page

EXHIBIT 5 PAGE 119 BODY

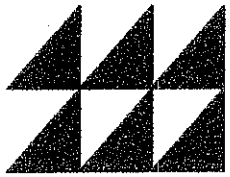
John F. Dickinson, II, President, bring over three decades of mining expertise to the organization. John, a mining engineering graduate of the Virginia Polytechnic Institute, located in Blacksburg, Virginia, is well versed in all aspects of the mining industry, from front line production supervisor to his previous position as President of US Steel Mining Co., Inc. John joined The Cline Group 10 years ago and has enabled the Group to grow for four fold since that time. The Cline Group is fortunate to have John with his extensive knowledge, experience and ability, providing leadership for the organization.

Donald R. Holcomb, CPA, is the Chief Financial Officer for the company. Donnie's career has included 25 years of practice in public accounting, as a bank trust officer and as the Chief Financial Officer with a successful coal production company. He joined the Cline Group in 2001.

BOOK 5 PAGE 120

James R. Morris, Vice President, has over 35 years of experience in the coal business. Jim, raised in Southern Illinois, is a mining engineering graduate of the University of Missouri, Rolla, and a master of business administration graduate from Wheeling College. Jim joined Cline group in August of 2004 to manage Cline's interests in the Illinois basin. Jim has experience in operating surface and underground mines as well as in buying and selling coal mines and coal properties and in developing coal and power projects. The Cline Group relies heavily on Jim's broad experience in coal and energy to develop and manage Illinois basin coal projects.

Timothy J. Myers, PE, is the Chief Engineer. Tim is a graduate of West Virginia University and is a Registered Professional Engineer and a Licensed Land Surveyor. He has over 25 years of coal mine engineering experience including property evaluation, mine design, permitting, construction, environmental compliance and supervision in both surface and underground applications. Tim has been with the Cline Group since 1997.



KEY MANAGEMENT PERSONNEL

In 2003, the production companies owned by Mr. Cline were purchased by Trout Coal Holdings, LLC, a group headed by ArcLight Capital Partners, LLC (ArcLight). The assets included three preparation plants, a barge loading facility, a surface mine, a longwall underground mine and five additional underground mines with total annual production of approximately 10 million tons. ArcLight invests private equity into electric power and energy-related assets and businesses.

In 2004, Mr. Cline founded Steelhead Development Company, LLC (Steelhead) and Colt, LLC (Colt), which are owned and managed by Cline Resource and Development Company. A group of dedicated professionals manage the overall operations for Steelhead and Colt. The group focuses on developingmaintaining both safe and efficient mining operations.

The management team remaining with Colt and related companies are:

Chris Cline, the company's Chief Executive Officer and owner, entered the coal mining business at the age of 22, when Chris and his father, Paul, were partner in a contract underground mining operation on an Island Creek Coal Company tract. As a young entrepreneur, Chris gained valuable insight into coal mining, marketing, processing and construction. The multi-faceted management team created by Chris manages the company to fill the many needs of the US coal industry. Experience in underground and surface mining, refuse disposal, face-ups, coal processing, reclamation and marketing are all important assets of the management team.

5 PAGES 121
BODY

BOOK 5 PAGE 122

Office (618) 998-8010
Mobile (618) 559-9809
Fax (618) 998-8012
jmorris@clineres.com

Steelhead
Development Company, LLC

JAMES R. MORRIS
Vice President

3303½ Commercial Drive
P.O. Box 1829
Marion, Illinois 62959-1829

BOOK 5 PAGE 123

AGREEMENT TO ASSIGNMENT

THIS AGREEMENT TO ASSIGN (the "Agreement") made and executed this 22nd day of December 2004, by and among **THE MONTGOMERY COUNTY BOARD OF COMMISSIONERS**, a public body created and existing under the laws of the State of Illinois (hereinafter referred to as "Montgomery"), and **COLT, LLC**, a West Virginia Limited Liability Corporation (hereinafter referred to as "Colt") and **COLT COAL COMPANY, INC., a West Virginia corporation** (hereafter referred to a "Colt, Inc.")

RECITALS

WHEREAS, Montgomery and Colt, LLC will enter into a Purchase Agreement whereby Montgomery has agreed to sell unto Colt certain property, hereinafter referred to as the "Property", subject to the terms and conditions as more fully set out therein; and

WHEREAS, Montgomery and Colt, Inc. entered into that certain Option Agreement, made and executed the 9th day of April 2002 (the "Option Agreement"), wherein Montgomery was Optionor and Colt, Inc. was Optionee and Colt, Inc. as Optionee was given the right to lease all coal owned by Optionor Montgomery in on and under approximately 120,000 acres situated in Montgomery County, Illinois (the "Property"), all as more fully described in said Option Agreement;

WHEREAS, on or about February 2, 2003, Optionee Colt Inc. extended the option described in said Option Agreement by paying the Option Extension Fee of $20,000.00 to Optionor Montgomery; and

WHEREAS, as a result of such extension, the option described in said Option Agreement continues in full force and effect until on or about March 24, 2005; and

WHEREAS, Montgomery and Colt, LLC, an affiliate of Colt, have contemporaneously herewith mutually executed said certain Purchase Agreement with respect to said Property; and

WHEREAS, the parties wish to provide for the transfer unto Colt, LLC Montgomery's obligations as Obligor under said Option in the event and upon the Closing of and upon completion by Colt, LLC of its obligations as provided for under the Purchase Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained and intending to be legally bound hereby, the parties agree as follows:

1. Recitals Incorporated herein. The Recitals above are hereby incorporated herein and made a part hereof.

2. Conditional Assignment of Option . Montgomery hereby agrees to assign unto Colt, LLC its interest and obligations under the Option Agreement upon Colt, LLC's completion and exercise of its rights under the Purchase Agreement and Colt, LLC agrees to accept such assignment and agrees that upon the making of the assignment Montgomery shall be released from its obligations as Obligor under the Option Agree and Colt, LLC shall thereafter be obligated to fulfill Montgomery's obligation in its place as Obligor under the Option.

3. Credit Against Royalty. Montgomery and Colt, Inc. hereby agrees that the right to use as a credit against royalties the $50,000.00 paid by Colt, Inc. as the "Option Fee" and "Option Extension Fee" to Montgomery pursuant to the Option Agreement, will be assigned by Colt, Inc. to its affiliate, Colt, LLC. Colt, LLC, shall upon the purchase of the Property as provided for under the Purchase Agreement have the right to use such amount as a credit against royalties there after due from Colt, LLC, to Montgomery for coal mined and sold from the Property, all of which is further described in said Purchase Agreement. Colt, Inc., subject to the sale of the property by Montgomery to Colt, LLC, will assigns, sets over and transfers to Colt, LLC, the right to use such $50,000.00 as a credit against royalties for coal mined and sold from the Property subsequent the sale of the Property.

4. Miscellaneous.

(a) Counterparts. This Agreement may be executed in any number of counterparts (including via facsimile), each of which is an original, but all of which together shall constitute one and the same instrument.

STATE OF ILLINOIS

COUNTY OF Montgomery; to-wit:

On the 22nd day of December, 2004, before me personally appeared James R. Morris, who, being by me duly sworn, did say that he/she is the Authorized Representative of COLT COAL COMPANY, INC., a West Virginia corporation, and this instrument was signed by him/her for and on behalf of said company.

My commission expires: Feb. 9, 2006

Christine A. Daniels
Notary Public

[SEAL]

OFFICIAL SEAL
CHRISTINE A. DANIELS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2-9-2006

STATE OF ILLINOIS

COUNTY OF Montgomery; to-wit:

On the 22nd day of December, 2004, before me personally appeared James R. Morris, who, being by me duly sworn, did say that he/she is the Authorized Representative of COLT , LLC a West Virginia limited liability corporation and this instrument was signed by him/her for and on behalf of said company.

My commission expires: Feb. 9, 2006

Christine A. Daniels
Notary Public

[SEAL]

OFFICIAL SEAL
CHRISTINE A. DANIELS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2-9-2006

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") made and executed this 22nd day of December 2004 by and among **THE MONTGOMERY COUNTY BOARD OF COMMISSIONERS**, a public body created and existing under the laws of the State of Illinois, (hereinafter referred to as "Seller"), and **COLT LLC**, a West Virginia limited liability company, (hereinafter referred to as "Purchaser") and **COLT COAL COMPANY, INC**. a West Virginia Corporation (hereinafter Colt, Inc.)

WHEREAS, Seller has heretofore acquired certain real property interests in, on and underlying approximately 120,000 acres in Montgomery County, Illinois; and

WHEREAS, Seller now owns the 120,000 acres more or less of said real property interests, hereinafter referred to as the "Property," as more particularly defined below and shown on Exhibit A attached hereto as a part hereof ; and

WHEREAS, Seller is willing to sell all of its right, title and interest in such Property to Purchaser on the terms and conditions herein described; and

WHEREAS, Purchaser is interested in mining and removing the coal and liberating coal bed gas contained therewith in the course of mining in, on and under such real property and will purchase such Property upon the terms and conditions herein described; and

WHEREAS, Seller has the authority, right and power to enter into this Agreement and sell the Property to Purchaser upon such terms and conditions it deems fair and reasonable; and

WHEREAS, Seller finds the terms hereof to be fair and reasonable; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained and intending to be legally bound hereby, the parties agree as follows:

1. Purchase and Sale. At the price and upon the terms, conditions and provisions herein contained, Seller agrees to sell to Purchaser and Purchaser agrees to buy from Seller the Property. As used throughout this Agreement, "Property" shall mean all of Seller's right, title, interest and privileges in and to the coal and the right to mine, remove and transport the coal, any

and all other mineral interests, surface rights or ownership, if any, and any and all appurtenant rights of any type or nature, including the benefit of any rights, easements, rights of way and rights to use or dispose of water, conveyed to Seller by those certain deeds from Exxon Coal USA and Chevron Shale Oil Company , along with other various deeds and documents of title resulting from other conveyances, tax sales, forfeitures which are recorded or to be recorded prior to closing in the office of the Montgomery County Recorder of Deeds and which are incorporated herein by reference and in addition, all surface or the real property interest conveyed to Seller by the aforesaid deeds, including but not limited to those properties listed on Exhibit A and documents of title, excepting therefrom and subject to all interests, rights, reservations, restrictions benefits and obligations of Seller as set forth and described in the Mineral Lease attached to the "Option to Purchase Mineral Lease" between Seller and BPI, Industries, Inc. dated October 10, 2002 and as further referenced in the Memorandum of Option to Purchase Mineral Lease filed for record with the Montgomery County Recorder of Deeds, Montgomery County, Illinois on February 24, 2003 in Book 862 at page 204, unless and as may be otherwise provided for herein.

2. Purchase Price. The Purchase Price for the Property shall be Six Million Two Hundred Thousand Dollars ($6,200,000.00) and the royalties hereinafter described. The said Purchase Price shall be payable to Seller as follows:

(a) Purchaser shall pay the sum of Five Hundred Dollars ($500,000.00) earnest money (the "Earnest Money") to Seller contemporaneously with the execution of this Agreement by Seller and the delivery of a signed copy thereof to Purchaser. The Earnest Money shall be non-refundable to Purchaser, except for Seller's default of the Agreement or the Failure of Title as hereinafter defined. Otherwise, the Earnest Money shall be applied to the Purchase Price at closing.

(b) The balance of the Purchase Price shall be payable as follows: At closing, Purchaser shall pay to Seller in cash or other immediately bankable funds an additional Five Hundred Thousand Dollars ($500,000.00). The remainder of the Purchase Price shall be evidenced by a negotiable,

Promissory Note in the principal amount of Five Million Two Hundred Thousand Dollars ($5,200,000.00), payable on the six subsequent anniversaries of the closing date, in five (5) equal annual payments of principal of one Million Dollars ($1,000,000.00) each, and a sixth (6th) payment of Two Hundred Thousand Dollars ($200,000.00) along with simple interest on the unpaid principal balance at 6% per annum. The Promissory Note shall provide that Purchaser may prepay any outstanding indebtedness in full at any time without penalty or cost. The Promissory Note shall be secured by a Mortgage containing terms and conditions of a Mortgage commonly used in Montgomery County, Illinois, by national banking institutions as lenders.

(c) At the closing, the parties shall enter into agreements in recordable form which provide that in the event coal is mined from the Property and sold ("sold" shall mean coal mined from the Property following which title to or right of possession transfers to any third party for the payment of any consideration) the Seller will receive a production royalty of two percent (2%) of the F.O.B. mine Average Gross Realization per ton of coal (hereinafter the "Reserved Royalty") As used above, " Average Gross Realization" shall mean the aggregate monetary value of any and all money, property, promise or other benefit conferred (collectively, "consideration") received by Purchaser (or by or to any person at Purchaser's direction on its behalf), , for or with respect to each ton of coal mined and sold less:

(x) Any sales commission or brokerage fee charged to and paid by Purchaser, its successors or assigns, for such sale; and

(y) The aggregate amount of any tax payable by Purchaser, its successors or assigns, which is measured by the ownership holding, production, severance, sale or transfer of any such coal, coal bed gas (including, but not limited to, the "reclamation fee",

i.e., the Abandoned Mine Land reclamation Fee assessed pursuant to the provisions of the Surface Mining Control and Reclamation Act of 1977, as amended, the Black Lung Excise Tax imposed by the Black Lung benefits Revenue Act of 1977, as amended, and similar or related acts, but not including in such amount any tax in the nature of a franchise, income or capital gains tax which may be hereafter levied or imposed which is in replacement thereof; and reasonable transportation costs incurred by Purchaser, its successors or assigns, in transporting the coal from the Property.

In the event Purchaser shall mine coal from the Property and transfer such coal to a Related Entity or joint venture of Purchaser and a third party, such coal for the purpose of calculating the Reserved Royalty shall be deemed to have been sold at Fair Market Value , i.e., the price that coal with the same or substantially same specifications as that sold to the Related Entity or joint venture , is sold by Purchaser to unrelated third parties or in the absence of unrelated third party sales, the Fair Market Value for comparable coal determined by the best means available.

The above-described royalties shall be paid on the 25th day of each month for the Average Gross Realization of coal delivered for the preceding calendar month.

The Purchaser shall have a credit against royalties due, the amount of Fifty Thousand Dollars ($50,000.00), as a result of the assignment from Colt Coal Company, Inc., to Purchaser as provided in that certain Agreement To Assign by and between The Montgomery County Board of Commissioners, Purchaser and Colt Coal Company, Inc., executed contemporaneously herewith.

3. Closing and Conveyance of Title. The closing of the sale and purchase of the Property shall be held on the earlier of (i) three hundred eighty ((380) days following the execution of this Agreement, provided Failure of Title as described in Section 4 has not been declared by Purchaser by notice to Seller, or (ii) upon twenty (20) days prior written notice to close within said 380 days given by Purchaser to Seller.

(a) At closing, Seller shall deliver to the Purchaser the following:

(i) A recordable special quitclaim deed conveying to Purchaser, good, marketable and Insurable fee simple title to the Property, free and clear of all liens and encumbrances, subject only to easements and restrictions of record disclosed by the Title Commitment, which liens, encumbrances, easements and restrictions are not Title Obligations as such terms are defined in Section 4 below;

(ii) State and County real estate transfer tax declarations prepared and executed by Seller, if applicable; and

(iii) Such other documents, instruments, closing statements and confirmations as may be reasonably required to fully effect and consummate the transaction contemplated hereby.

(b) Purchaser shall deliver to Seller in escrow at Closing the following:

(i) Payment of the Five Hundred Thousand Dollars ($500,000.00), as well as the executed Promissory Note and Mortgage for the balance of the purchase price, all as described in Section 2(b) above, less any tax imposed on the privilege of transferring property;

(ii) Such other documents, instruments, closing statements and confirmations as may be reasonably required and designated by Seller to fully effect and consummate the transaction contemplated hereby including the transfer by Seller to Purchaser of any rights reserved by Seller to enforce any and all terms in any mineral lease or lease of the natural gas or coal bed methane where by Seller has caused the coal to be the paramount rights to a lessee or purchaser of the natural gas or coal bed methane or such other rights with respect to mining and removal of the Property and the right to drill and maintain openings through the lands of Seller which are the subject of this agreement for the purpose of exploring for,

developing, working, mining, removing, shipping and transporting the coal within the said 120,000 acres as more fully set out and described in the "Mineral Lease" attached to the "Option To Purchase Mineral Lease" between Seller and BPI Industries, Inc. dated October 10, 2002. .

4. Conditions to Purchaser's Obligation to Close. Purchaser shall have the right to terminate and cancel this Agreement in the event Purchaser determines in its sole discretion that there has been a material Failure of Title as herein defined. It is a condition to Purchaser's obligation to close that Seller shall have good, marketable and Insurable, as herein defined, title to the Property and in the opinion of Purchaser, the coal to be conveyed is accompanied by sufficient appurtenant mining rights so that the property is suitable for purchaser's purpose. As used herein, "Insurable" shall mean the ability to obtain a title insurance commitment from a title company reasonably acceptable to Purchaser setting forth the condition of title to the Property without any material exceptions, reservations, or title obligations which are not reasonably acceptable to Purchaser (herein the "Title Commitment"). In the event the Title Commitment discloses that there are material defects in Seller's title, liens, encumbrances, reservations, easements, restrictions, encroachments, conditions, rights of way or other matters or exceptions(objections), which would in Purchaser's sole discretion, interfere with Purchaser's intended use and development of the Property (collectively referred to as "Title Objections"), Purchaser shall have the right to notify Seller of such Title Objections in writing no later than three hundred eighty (380) days after the date of this Agreement ("Title Inspection Period"). Upon notifying Seller of any such Title Objections, Seller shall have twenty-five (25) days or such other period as Purchaser in its sole discretion agree thereafter in which to cure or remove such Title Objections (the "Cure Period") and give Purchaser prompt notice thereof. If such Title Objections are not cured or removed within said Cure Period, to Purchaser's satisfaction there shall be deemed to exist a failure of title ("Failure of Title"). Purchaser shall have the option to terminate and cancel this Agreement by giving notice thereof to Seller within ten (10) days after the expiration of said Cure Period, and upon doing so, the Earnest Money shall be returned to Purchaser. The cost of any title examination, Title Commitment and title insurance

policy satisfying the requirements hereof shall be paid by Purchaser. In the event of and in the event of the coal to be conveyed is not accompanied by sufficient appurtenant mining rights so that the Property is suitable for purchaser's purposes, there shall be deemed to exist a failure of Title and purchaser shall notify Seller of termination and cancellation of this Agreement for such Failure of Title, prior to the end of the title Inspection Period. Reservations, restrictions and conditions of Mineral Lease attached to the Option to Purchase Mineral Lease between Seller and BPI Industries, Inc. dated October 10, 2002 shall not be grounds for a declaration of Failure of Title by Purchaser.

5. Right of Entry. Seller hereby grants Purchaser an exclusive license, subject to Purchaser obtaining any necessary right of surface entry and all necessary permits, for the purpose of drilling and exploring the Property for coal and surveying, digging, testing, taking samples and otherwise reasonably examining the Property, which rights shall continue until 5:00 p.m., 380 days from the date of this Agreement.

6. Purchaser's Exploratory Program. During the term of this Agreement, the Purchaser shall be entitled to keep confidential all drilling and exploratory data, analyses, maps, reports and similar information obtained, resulting from, or developed in any manner in connection with its activities under this Agreement. Purchaser shall be responsible for any and all costs incident to the exploratory program described herein, including, but not limited to, obtaining any necessary permits and permissions from surface owners and governing entities. Purchaser shall conduct its activities in a skillful, workmanlike and prudent manner.

7. The Seller's Property. The Seller believes that the Property consists of coal underlying 120,000 acres, more or less, together with the right to mine, remove and transport the coal and appurtenant rights from 120,000 acres, more or less, some of which said coal may have been mined or otherwise be without coal. The Seller makes no representation as to the extent of its interests in the coal in or under the Property or its rights to use the surface of the Property; however, it is the intention of the parties to include any and all of such interests, as well as any other rights whatsoever Seller may have, in this Agreement and the Deed of Conveyance delivered at closing.

8. No Sale or Consumption. This Agreement does not itself grant Purchaser any right prior to closing, to mine for the purposes of sale, or to consume coal from the Property.

9. Indemnification. Upon receiving due notice thereof, as described below, Purchaser will indemnify and save harmless Seller its successors and assigns, from any and all loss, damages, costs and expenses (including its reasonable attorney's fees), penalties, fines, liens, or liability for claims, demands, complaints, actions, and lawsuits, causes of action or other proceedings whatsoever, whether in law or equity, that arise from or claimed to have been caused by or relate to Purchaser operations pursuant to Section 5 or 6 of this Agreement, whether or not based upon negligence and whether groundless or not, including, without limitation, damages and injuries (including death) of every kind and nature to persons and property, structures and improvements. With Seller's prior written consent, which shall not be unreasonably withheld, Purchaser will defend all such claims, demands, and suits at its sole cost and expense. Seller shall promptly give Purchaser written notice of any claim against Seller (hereinafter called a "Claim") which Seller believes is covered by the indemnification provisions of this Article 9 and in any event, Seller shall give Purchaser such notice within 20 days after Seller receives written notice of such Claim, or within ten days after Seller is served with any complaint (or similar process) in any lawsuit, prosecution or other legal proceeding brought on a Claim. Nothing herein shall relieve Seller from liability for its own willful or negligent misconduct.

10. Entire Agreement; Modifications. This Purchase Agreement sets forth the entire agreement and understandings of the parties hereto, and supersedes all prior agreements and understandings between the parties hereto with respect to transactions contemplated hereby. This Purchase Agreement may not be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

11. Notices. All notices shall be addressed to the Party at their addresses herein set forth. Any notice to Purchaser shall be directed to the attention of Colt, LLC, 430 Harper Park Drive, Suite A, Beckley, WV 25801, facsimile number (304) 255-4908 with a copy to John Rhine, Rhine, Ernest and Vargo, Attorneys At Law, 631 Market Street, Mt. Carmel, Illinois

62863 – 1489 , facsimile number (618) 262 – 7145 .. Any notice to Seller shall be directed to The County of Montgomery, 120 N. Main, Hillsboro, Illinois, 62049, facsimile number (217) 532-9585, with a copy to Montgomery County States Attorney, 120 N. Main Street, Hillsboro, Illinois, 62049, facsimile number (217) 532-9518. Notices are effective only upon receipt, notwithstanding the date the notices are sent. Notices provided for herein may be delivered by the following means only: (i) facsimile transmission with electronic confirmation to sender; (ii) United States Certified Mail, return receipt requested; (iii) United States or commercial express service providing proof of date and time of delivery; or (iv) Personal Delivery, if such personal delivery is accompanied by an affidavit of the deliverer setting forth the time and date of delivery. The address, to which notices may be delivered, may be changed from time to time by each Party by written notice given pursuant to this paragraph.

12. Seller's Option to Sale-Down the Reserved Royalty. As further consideration for this Agreement, the Purchaser hereby grants unto Seller an option with respect to the 2% Reserved Royalty reserved unto Seller in paragraph 2(c) above. Purchaser hereby grants unto Seller an option right to sale down to Seller the 2% Reserved Royalty so as to reduce same to a 1% Reserved Royalty (the Reduced Reserved Royalty). The price to Seller in order to effect Sale Down of the Reduced Reserved Royalty shall be Three Million Dollars ($3,000,000) payable to Purchaser One Million Dollars ($1,000,000) upon closing and two additional payments of One Million Dollars ($1,000,000) each together with simple interest at the rate of six percent (6%) per annum payable on each anniversary date from the date of exercise of the right by Seller. The Reduced Reserve Royalty payment shall be determined as provided for in the determination of the 2% Reserved Royalty under 2(c) above.

Seller may exercise its right to Sale Down the Royalty to purchaser within the first seven years following the Closing of the sale of the Property by seller to Purchaser by giving written notice of its exercise of its right to Seller at its address as herein provided and closing for the payment of the first installment shall take place within 30 days following Seller's exercise of its option right. Payments by Purchaser of the Reduced Reserve Royalty Rate of one percent (1%)

as determined under 2(c) above with appropriate deductions which shall commence immediately upon payment of the first One Million Dollars ($1,000,000) at the closing.

13. Miscellaneous.

(a) Counterparts. This Agreement may be executed in any number of counterparts (including via facsimile), each of which is an original, but all of which together shall constitute one and the same instrument.

(b) Headings. The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation of construction of this Agreement.

(c) Amendment; Waiver. No amendment to this Agreement shall be enforceable unless in writing and signed by the party against whom enforcement is sought. No waiver or failure to insist upon strict compliance with any obligation, covenant, agreement or condition of this Agreement shall operate as a waiver of, or an estoppel with respect to, any subsequent or other failure.

(d) Benefit, Binding Effect, Successor. Except as otherwise specifically provided in this Agreement, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

(e) No Consequential Damages. Except as prohibited by law, each party hereto waives any right it may have to claim or recover any special, exemplary, punitive or consequential (including business interruption), or any damages other than, or in addition to, actual damages.

(f) Disclosure of Competing Bids. Immediately, upon execution of this agreement, Seller will provide Buyer with complete copies of any competing bids for purchase of the Property by unrelated third parties.

14. Recording Memorandum. At Purchaser's request, Seller shall execute such Recording Memorandum as Purchaser shall deem sufficient to spread upon the public record notice of Purchaser's rights hereunder.

IN WITNESS WHEREOF, the Purchaser has duly executed this instrument, and the Seller, having complied with the requirements of the law of the State of Illinois, has caused this instrument to be executed on its behalf, all as of the date first written above.

Seller:

ATTEST:

THE MONTGOMERY COUNTY BOARD OF COMMISSIONERS

Sandy Leitheiser
Montgomery County Clerk
12/22/04

By: Mike A. Haven
Its: County Board Chairman

Purchaser:

ATTEST:

COLT LLC

By: John R Main
Its: Authorized Agent

ATTEST:

Colt Coal Company, Inc.
Optionee under Option with
Seller:

By: John R. Main
Its: Authorized Agent

STATE OF ILLINOIS

COUNTY OF MONTGOMERY; to-wit:

On the 22nd day of December, 2004, before me personally appeared Mike Havera, the Chairman of THE MONTGOMERY COUNTY BOARD OF COMMISSIONERS, to me known to be the person whose name is subscribed to this instrument, who being by me duly sworn did say that said instrument was duly signed by him, for and on behalf o the said Board of Commissioner.

My commission expires: Feb. 9, 2006

Christine A. Daniels
Notary Public

[SEAL]

OFFICIAL SEAL
CHRISTINE A. DANIELS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2-9-2006

STATE OF ILLINOIS

COUNTY OF Montgomery; to-wit:

On the 22nd day of December, 2004, before me personally appeared James R. Morris, who, being by me duly sworn, did say that he is the APPOINTED AGENT of COLT LLC, a West Virginia limited liability company, and this instrument was signed by him for and on behalf of said company.

My commission expires: Feb. 9, 2006

Christine A. Daniels
Notary Public

[SEAL]

OFFICIAL SEAL
CHRISTINE A. DANIELS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2-9-2006

STATE OF ILLINOIS

COUNTY OF Montgomery; to-wit:

On the 22nd day of December, 2004, before me personally appeared James R. Morris, who, being by me duly sworn, did say that he is the APPOINTED AGENT of COLT COAL COMPANY, INC. a West Virginia Corporation and this instrument was signed by him for and on behalf of said company.

My commission expires: Feb. 9, 2006

Christine A. Daniels
Notary Public

[SEAL]

COAL RIGHTS OWNED BY MONTGOMERY COUNTY

ITEM	PARCEL #	TAX CODE	ACRES	SECTION	TWP	RANGE	ALL COAL RIGHTS LEGAL DESCRIPTION
1	02-000-217-02	02014	160	33	12	4	NE
2	03-000-519-01	03003	3	26	9	4	SW COR SW S OF RR
3	03-000-519-02	03003	444	34	9	4	N 1/2 E 1/2 SW & E 1/2 E 1/2 SE & E 4 AC W 1/2 E 1/2 SE
4	03-000-519-03	03003	114	35	9	4	N 1/2 S OF RR
5	03-000-519-05	03003	178	27	9	4	SW EX N 5 AC N SW/ & PT NW NW
6	03-000-519-06	03003	360	33	9	4	E 1/2 & SW SW
7	03-000-519-07	03003	115	28	9	4	PT SE
8	03-000-519-08	03003	100	28	9	4	W 1/2 SW & PT W 1/2 NW
9	03-000-519-09	03003	100	29	9	4	E 1/2 SE & PT E 1/2 NE
10	03-000-519-10	03003	160	32	9	4	W 1/2 NE & E 1/2 NW 1/4 INTEREST
11	03-000-519-11	03003	240	35	9	4	SW & W 1/2 SE
12	03-000-519-12	03003	40	33	9	4	NE NW
13	03-000-519-13	03003	40	21	9	4	NE SE
14	03-000-519-14	03003	40	22	9	4	NW SW
15	03-000-519-15	03003	199	25	9	4	SW & PT NW SE
16	03-000-519-16	03003	16	27	9	4	W 15 75/100 AC NW NE
17	03-000-519-17	03003	39	31	9	4	SE SE
18	03-000-519-18	03003	78	32	9	4	S 1/2 SW EX 1 AC N OF RD
19	03-000-519-19	03003	40	32	9	4	NE NE 1/2 INTEREST
20	03-000-519-20	03003	140	32	9	4	SE NE & E 3/4 N 1/2 SE & SE SE
21	03-000-519-21-1	03003	40	33	9	4	NW NW
22	03-000-519-22	03003	116	34	9	4	W 1/2 SE & W 1/2 E 1/2 SE
23	03-000-519-23	03003	155	31	9	4	S 1/2 NW & NW NW & N 34 1/2 AC SW
24	03-000-519-24	03003	77	30	9	4	S 1/2 SW EX RR
25	03-000-519-25	03003	40	31	9	4	NE NW
26	03-000-519-27	03003	155	30	9	4	SE EX RR
27	03-000-519-28	03003	111	31	9	4	PT SW
28	03-000-519-29	03003	39	31	9	4	SW SE EX S 94/100 AC HWY
29	03-000-519-30	03003	40	29	9	4	NE NE
30	03-000-519-31	03003	22	29	9	4	SE NE N OF RR
31	03-000-519-32	03003	40	21	9	4	SE SE EX N 203 FT S 228 FT
32	03-000-519-33	03003	40	22	9	4	SE NE
33	03-000-519-34	03003	40	22	9	4	SW SW
34	03-000-519-35	03003	80	22	9	4	E 1/2 SW
35	03-000-519-36	03003	160	22	9	4	SE
36	03-000-519-37	03003	40	23	9	4	SW NW
37	03-000-519-38	03003	40	23	9	4	SE NW
38	03-000-519-39	03003	80	23	9	4	W 1/2 SW
39	03-000-519-40	03003	40	24	9	4	SW NW
40	03-000-519-41	03003	120	24	9	4	W 1/2 SW & NE SW
41	03-000-519-42	03003	155	25	9	4	E 1/2 NW & W 1/2 NE
42	03-000-519-43	03003	40	26	9	4	NW NW
43	03-000-519-44	03003	54	27	9	4	W 1790 1/4 FT E 2120 1/2 FT N1/2 NE
44	03-000-519-45	03003	52	28	9	4	W 1/2 NW LYG N OF RR
45	03-000-519-46	03003	148	28	9	4	PT E 3/4 N 1/2 AS DESC 299/13
46	03-000-519-47	03003	55	28	9	4	SE SW & W 15 AC SW SE
47	03-000-519-48	03003	40	31	9	4	NW SE
48	03-000-519-49	03003	40	31	9	4	NE SE
49	03-000-519-50	03003	80	32	9	4	W 1/2 NW
50	03-000-519-51	03003	80	32	9	4	N 1/2 SW
51	03-000-519-52	03003	40	32	9	4	SW SE
52	03-000-519-53	03003	173	24	9	4	PT E 1/2 & SE NW & SE SW
53	03-000-519-54	03003	242	27	9	4	SE EX RR/ & S 1/2 NE & E 10 AC N 1/2 NE
54	03-000-519-55	03003	243	29	9	4	W 1/2 & W 1/2 NE N OF RR
55	03-000-519-56	03003	20	32	9	4	W 1/2 NW SE
56	03-000-519-57	03003	5	27	9	4	N 5 AC NW SW
57	03-000-519-58	03003	132	27	9	4	NW EX 5 AC NE COR & EX 23 6/100 AC NW COR
58	03-000-519-59	03003	20	20	9	4	E 1/2 SE SE
59	03-000-519-60	03003	80	21	9	4	W 1/2 SW
60	03-000-519-61	03003	160	31	9	4	NE
61	03-000-519-62	03003	80	34	9	4	W 1/2 SW
62	04-000-494-00	04007	40	5	7	3	SW SW
63	04-000-495-00	04007	120	6	7	3	NW SE & S 1/2 SE
64	04-000-496-00	04007	80	7	7	3	NE SE & SW SE
65	04-000-497-00	04007	80	8	7	3	W 1/2 SW
66	04-000-498-00	04006	35	10	7	3	SE NE EX 5 AC
67	04-000-499-00	04006	40	11	7	3	SW NW
68	04-000-499-50	04001	20	13	7	3	W 1/2 SE SE
69	04-000-500-00	04001	100	15	7	3	E 1/2 SW & E 1/2 SW SW
70	04-000-501-00	04007	50	22	7	3	N 3/4 NW SW & N 1/2 NE SW
71	04-000-502-00	04007	130	22	7	3	NE NW & N 1/2 SE NW & SW NW & S 1/2 NW NW & NE NW NW
72	04-000-503-00	04007	30	22	7	3	N 3/4 NW NE
73	04-000-504-00	04007	160	21	7	3	E 1/2 NE & E 1/2 SE

Colt, LLC _____ Colt _____
Montgomery County _____

COAL RIGHTS OWNED BY MONTGOMERY COUNTY

ITEM	PARCEL #	TAX CODE	ACRES	SECTION	TWP	RANGE	ALL COAL RIGHTS LEGAL DESCRIPTION
74	04-000-505-00	04001	80	15	7	3	S 1/2 SE
75	04-000-506-00	04001	640	1	7	3	ALL SEC 1 640 AC MINED OUT
76	04-000-507-00	04001	160	2	7	3	SW 160 AC MINED OUT
77	04-000-507-50	04001	80	2	7	3	S 1/2 NE 80 AC MINED OUT
78	04-000-508-00	04001	80	2	7	3	W 1/2 NW 80 AC MINED OUT
79	04-000-508-50	04001	148	2	7	3	N 108 AC SE & S 12 AC SE & 28 AC S 1/2 SE 28 AC MINED OUT
80	04-000-509-00	04001	160	3	7	3	E 1/2 NE & E 1/2 SE
81	04-000-509-50	04001	480	3	7	3	ALL SEC 3 EX E 1/2 NE & E 1/2 SE & EX RR
82	04-000-510-00	04001	639	4	7	3	ALL SEC 4 EX 84/100 AC IN NW
83	04-000-511-00	04006	360	5	7	3	E 1/2 SEC 5 & NE SW
84	04-000-511-05	04007	240	5	7	3	W 1/2 EX SW SW & EX NE SW
85	04-000-512-00	04007	160	6	7	3	NE
86	04-000-513-00	04007	67	6	7	3	E 1/2 NW
87	04-000-514-00	04007	149	6	7	3	SW
88	04-000-515-00	04007	40	6	7	3	NE SE
89	04-000-516-00	04007	548	7	7	3	N 1/2 FRL ALL EX NE SE & SW SE
90	04-000-517-00	04006	320	8	7	3	E 1/2 SEC 8
91	04-000-517-05	04007	240	8	7	3	W 1/2 EX W 1/2 SW
92	04-000-518-00	04001	640	9	7	3	ALL SEC 9
93	04-000-519-00	04001	5	10	7	3	N 23 2/3 RDS W 30 RDS SE NE
94	04-000-520-00	04001	40	10	7	3	NE NE
-	04-000-521-00	04001	479	10	7	3	W 3/4 EX 1 AC CEMETERY
	04-000-522-00	04001	80	10	7	3	E 1/2 SE
	04-000-523-00	04001	600	11	7	3	ALL EX SW NW 600 AC MINED OUT
98	04-000-529-00	04001	595	12	7	3	ALL EX NW SW & EX W 1/2 S 1/2 N 1/2 SW NW 595 MINED OUT
99	04-000-530-00	04001	620	13	7	3	ALL EX W 1/2 SE SE 538 AC MINED OUT
100	04-000-531-00	04001	640	14	7	3	ALL SEC 14 461 AC MINED OUT
101	04-000-532-00	04001	120	15	7	3	E 1/2 NE & NE SE
102	04-000-532-50	04001	340	15	7	3	NW & W 1/2 NE NW SW & W 1/2 SW SW & NW SE
103	04-000-536-0	04001	496	16	7	3	ALL SEC 16 EX S 1/2 NE & EX E 800 FT N 1/2 SE NE
104	04-000-536-05	04007	80	16	7	3	W 1/2 SW
105	04-000-539-00	04007	640	17	7	3	ALL SEC 17
106	04-000-540-00	04007	632	18	7	3	ALL SEC 18 EX 1 AC SE COR SE NW FOR GRAVEYARD
107	04-000-542-00	04007	615	19	7	3	ALL EX PTS IN TOWN OF DONNELLSON & RR R/W
108	04-000-543-00	04001	640	20	7	3	ALL SEC 20
109	04-000-544-00	04001	60	21	7	3	NE NW & W 1/2 NW NE
110	04-000-544-05	04007	409	21	7	3	W 3/4 EX NE NW & EX W 1/2 NW NE & EX S 88 RD E 19RD SW NW
111	04-000-545-00	04001	160	22	7	3	E 1/2 E 1/2
112	04-000-545-50	04007	130	22	7	3	W 1/2 E 1/2 EX 30 AC NW NE
113	04-000-550-00	04007	24	22	7	3	E 24 AC SE SW
114	04-000-551-00	04001	570	23	7	3	ALL SEC 23 EX W 1/2 SE NE & E 1/2 SW NE & SW NW NE & PT SE
115	04-000-552-00	04001	640	24	7	3	ALL SEC 24 476 AC MINED OUT
116	04-000-552-01	04007	67	6	7	3	W 1/2 FRACL NW
117	04-000-552-02	04007	20	22	7	3	S 1/2 SE NW
118	04-000-552-03	04006	40	23	7	3	W 1/2 SE NE & n 1/2 NW SE
119	04-001-058-00	04001	80	15	8	3	S 1/2 SE
120	04-001-059-00	04001	240	22	8	3	N 3/4 E 1/2
	04-001-060-00	04001	40	22	8	3	SW SE
	04-001-061-00	04001	160	27	8	3	W 1/2 E 1/2
123	04-001-062-00	04001	100	34	8	3	S 3/4 W 1/2 NE & NE SW
124	04-001-063-00	04001	64	6	8	3	PT NW MINED OUT
125	04-001-064-00	04001	110	6	8	3	PT SW MINED OUT
126	04-001-065-00	04001	140	6	8	3	SE
127	04-001-066-00	04001	120	7	8	3	NW
128	04-001-067-00	04001	138	7	8	3	SW
129	04-001-069-00	04001	34	14	8	3	N 34 AC SW
130	04-001-070-00	04006	80	26	8	3	NW SE & SW NE
131	04-001-071-00	04001	160	13	8	3	SE
132	04-001-072-00	04001	367	24	8	3	E 1/2 & E SIDE NW
133	04-001-073-00	04001	620	25	8	3	ALL SEC 25 EX E 1/2 NE NE
134	04-001-074-00	04001	40	26	8	3	NE SE
135	04-001-075-00	04001	480	36	8	3	N 1/2 S 1/2 & SE SE & N 1/2 EX SW NW
136	04-001-077-00	04001	640	1	8	3	ALL SEC 1
137	04-001-078-00	04001	640	2	8	3	ALL SEC 2
138	04-001-079-00	04001	626	3	8	3	ALL SEC 3
139	04-001-080-00	04001	240	8	8	3	S 3/4 E 1/2
140	04-001-081-00	04001	93	8	8	3	W 93 33/100 AC E 140 AC NW
141	04-001-082-00	04001	21	8	8	3	N 20 AC SW & 1 29/100 AC SW COR SW
142	04-001-084-00	04001	440	9	8	3	S 1/2 & NW EX NW NW
143	04-001-085-00	04001	640	10	8	3	ALL SEC 10
144	04-001-086-00	04001	639	11	8	3	ALL SEC 11 EX 1 AC PT N 1/2 FOR SCHOOL
145	04-001-087-00	04001	14	12	8	3	E 14 AC E 1/2 SW
3	04-001-087-05	04001	66	12	8	3	BAL E 1/2 SW

Colt, LLC Colt
Montgomery County

COAL RIGHTS OWNED BY MONTGOMERY COUNTY

ITEM	PARCEL #	TAX CODE	ACRES	SECTION	TWP	RANGE	ALL COAL RIGHTS LEGAL DESCRIPTION
147	04-001-087-10	04001	80	12	8	3	W 1/2 SW
148	04-001-088-00	04001	320	12	8	3	N 1/2
149	04-001-089-00	04001	159	12	8	3	SE EX 1 AC IN NE
150	04-001-091-00	04001	100	13	8	3	S 1/2 NE NE & S 1/2 NE
151	04-001-092-00	04001	160	13	8	3	SW
152	04-001-093-00	04001	180	13	8	3	NW & W 1/2 NW NE
153	04-001-094-00	04001	40	13	8	3	N 1/2 NE NE & E 1/ NW NE
154	04-001-095-00	04001	606	14	8	3	ALL SEC 14 EX N 34 AC SW
155	04-001-096-00	04001	560	15	8	3	ALL EX S 1/2 SE
156	04-001-097-00	04001	640	16	8	3	ALL
157	04-001-098-00	04001	80	17	8	3	E 1/2 NE
158	04-001-099-00	04001	120	17	8	3	SW SE & S 1/2 SW
159	04-001-100-00	04001	160	17	8	3	NW
160	04-001-101-00	04001	40	17	8	3	NW SW
161	04-001-102-00	04001	287	18	8	3	S 1/2 EX 1 AC
162	04-001-103-00	04001	320	19	8	3	N 1/2
163	04-001-104-00	04001	80	19	8	3	E 1/2 SE
164	04-001-105-00	04001	80	19	8	3	E 1/2 SW
165	04-001-106-00	04001	640	20	8	3	ALL SEC 20
166	04-001-107-00	04001	640	21	8	3	ALL SEC 21
167	04-001-108-00	04001	320	22	8	3	W 1/2
168	04-001-109-00	04001	40	22	8	3	SE SE
169	04-001-110-00	04001	639	23	8	3	ALL SEC 23 EX 1 AC IN NW COR
170	04-001-111-00	04001	273	24	8	3	W 1/2
171	04-001-112-00	04001	599	26	8	3	ALL SEC 26
172	04-001-113-00	04001	480	27	8	3	ALL SEC 27
173	04-001-114-00	04001	640	28	8	3	ALL SEC 28
174	04-001-115-00	04001	640	29	8	3	ALL SEC 29
175	04-001-116-00	04001	258	30	8	3	E 1/2 SE & SW SE & SW
176	04-001-117-00	04001	80	30	8	3	E 1/2 NE
177	04-001-118-00	04001	572	31	8	3	ALL EX 1 AC IN E 1/2 SW
178	04-001-119-00	04001	640	32	8	3	ALL SEC 32
179	04-001-120-00	04001	640	33	8	3	ALL SEC 33
180	04-001-121-00	04001	80	34	8	3	E 1/2 NE
181	04-001-121-05	04001	20	34	8	3	N 1/2 NW NE
182	04-001-122-00	04001	160	34	8	3	NW
183	04-001-123-00	04001	80	34	8	3	E 1/2 SE
184	04-001-123-50	04001	20	34	8	3	N 1/2 NW SE
185	04-001-123-55	04001	180	34	8	3	S 1/2 SW & NW SW & SW SE & S 1/2 NW SE
186	04-001-124-00	04001	41	35	8	3	PT E 1/2 LYG N OF RR R/W
187	04-001-125-00	04001	80	35	8	3	N 1/2 NW
188	04-001-126-00	04001	79	35	8	3	N 1/2 S 1/2 NE & NW NE EX N 1 AC S 1/2 S 1/2 NW NE
189	04-001-127-00	04001	7	35	8	3	BLK 11 CLAGGETTS ADD TO COFFEEN IN SE NW
190	04-001-128-00	04001	10	35	8	3	PT SE SE
191	04-001-129-00	04001	18	35	8	3	PT S 1/2 SE
192	04-001-129-50	04001	40	35	8	3	NE NE
193	04-001-130-00	04001	160	36	8	3	SW NW & S 1/2 SW & SW SE
194	04-001-155-00	04001	68	4	8	3	PT W 1/2 NW
195	04-001-156-00	04001	368	5	8	3	E 1/2 NE & NW & W 1/2 SE & PT SW EX RR
196	04-001-157-00	04001	97	5	8	3	NE SE & PT E 1/2 SE
197	04-001-158-00	04001	78	5	8	3	PT W 1/2 NE
198	04-001-159-00	04001	83	6	8	3	E 1/4 NE SE & PT NE MINED OUT
199	04-001-160-00	04001	80	4	8	3	E 1/2 NW
200	04-001-162-00	04001	78	8	8	3	E PT N 1/2 N 1/2 EX 2 AC
201	04-001-162-01	04001	47	8	8	3	E PT NW
202	04-001-163-00	04001	40	9	8	3	NW NW
203	04-001-164-00	04001	160	19	8	3	W 1/2 SE & W 1/2 SW
204	04-001-165-00	04001	216	30	8	3	N 1/2 EX E 1/2 NE
205	04-001-166-00	04001	40	30	8	3	NW SE
206	04-001-166-01	04001	148	18	8	3	NE EX E 200 FT
207	04-001-166-03	04001	480	4	8	3	NE & S 1/2
208	04-001-166-05	04001	139	8	8	3	SW EX N 20 AC & EX 341 FT OFF W SIDE
209	04-001-166-07	04001	160	9	8	3	NE
210	05-000-713-00	05002	80	16	8	2	E 1/2 SW
211	05-000-714-00	05001	225	19	8	2	S 1/4 & E 60 AC N 1/2 SE & S 5 AC NE SW
212	05-000-720-00	05002	640	20	8	2	ALL SEC 20
213	05-000-721-00	05001	639	21	8	2	ALL EX 1 AC N 30 AC SE NE
214	05-000-725-00	05002	640	28	8	2	ALL SEC 28 COAL RIGHTS
215	05-000-736-00	05002	640	29	8	2	ALL SEC 29
216	05-000-739-00	05001	635	30	8	2	ALL EX E 5 AC N 1/2 NE NW
217	05-000-747-00	05001	630	31	8	2	ALL EX NE NW SW
218	05-000-754-00	05001	592	32	8	2	ALL EX S 48 AC E 1/2 SE
219	05-000-759-00	05001	640	33	8	2	ALL SEC 33

Colt, LLC _____ Colt _____
Montgomery County _____

COAL RIGHTS OWNED BY MONTGOMERY COUNTY

ITEM	PARCEL #	TAX CODE	ACRES	SECTION	TWP	RANGE	ALL COAL RIGHTS LEGAL DESCRIPTION
220	05-000-761-00	05002	40	34	8	2	SE SW
221	05-000-874-00	05001	20	17	8	2	S 1/2 SW SW
222	05-000-875-00	05001	15	18	8	2	S 3/4 W 1/2 NE SE
223	05-000-876-00	05002	80	18	8	2	W 1/2 SE
224	05-000-876-01	05001	40	18	8	2	SE SE
225	05-000-877-00	05001	150	18	8	2	SW
226	05-000-878-00	05001	160	19	8	2	W PT N 1/2
227	05-000-878-01	05002	155	19	8	2	E PT N 1/2
228	05-000-879-00	05001	40	19	8	2	NW SW
229	05-000-879-03	05002	80	17	8	2	SE NE & NE SE
230	05-000-879-05	05001	48	23	8	2	E 1/2 SE EX N 32 AC
231	05-000-879-08	05002	20	16	8	2	S 1/2 SW NE
232	05-000-879-10	05002	20	16	8	2	N 1/2 NW SE
233	05-000-879-12	05002	5	19	8	2	S 5 AC SE NE
234	06-000-460-00	06002	530	1	7	4	ALL EX E 1/2 NE & EX N 3/4 NE SE
235	06-000-461-00	06002	640	2	7	4	ALL
236	06-000-462-00	06002	640	3	7	4	ALL
237	06-000-463-00	06002	640	4	7	4	ALL
238	06-000-464-00	06008	640	5	7	4	ALL
239	06-000-465-00	06008	40	6	7	4	NE NE
240	06-000-466-00	06008	80	6	7	4	S 1/2 NE
	06-000-466-50	06008	80	6	7	4	E 1/2 SE
	06-000-467-00	06008	240	7	7	4	S 3/4 E 1/2
	06-000-468-00	06008	40	7	7	4	SE NW
244	06-000-469-00	06008	10	7	7	4	S 1/2 S 1/2 NE NE
245	06-000-470-00	06008	640	8	7	4	ALL
246	06-000-471-00	06002	600	9	7	4	ALL EX NW SW
247	06-000-471-05	06005	40	9	7	4	NW SW
248	06-000-472-00	06002	640	10	7	4	ALL
249	06-000-473-00	06002	640	11	7	4	ALL
250	06-000-474-00	06002	54	12	7	4	N 14 AC NW SE & SW SE
251	06-000-475-00	06002	557	12	7	4	E 1/2 E 1/2 & W 1/2 NE & W 1/2 EX 3 1/4 AC PT W 1/2 W 1/2
252	06-000-476-00	06002	640	13	7	4	ALL 80 AC MINED OUT
253	06-000-477-00	06002	640	14	7	4	ALL W 1/2 SW & S 1/2 SE SW MINED OUT
254	06-000-478-00	06002	640	15	7	4	ALL 240 ACS MINED OUT
255	06-000-479-00	06002	640	16	7	4	ALL SW SW MINED OUT
256	06-000-480-00	06008	320	17	7	4	N 1/2
257	06-000-481-00	06008	481	17	7	4	E 1/2 SE SW & PT NE SW
258	06-000-481-50	06008	154	17	7	4	SE EX 6 AC IN SW SE
259	06-000-482-00	06008	280	18	7	4	E 1/2 EX W 1/2 W 1/2 SE
260	06-000-482-50	06008	140	19	7	4	SE NE & N 1/2 SE & N 1/2 SW SE
261	06-000-483-00	06006	60	20	7	4	S 3/4 E 1/2 SE
262	06-000-483-50	06008	70	20	7	4	SW NW & NE SE NW & E 1/2 NE NW
263	06-000-484-00	06008	160	20	7	4	NE
264	06-000-484-50	06008	20	20	7	4	N 1/2 NW SW
265	06-000-485-00	06007	640	21	7	4	ALL MINED OUT
266	06-000-486-00	06002	640	22	7	4	ALL EX VILLAGE OF PANAMA MINED OUT
	06-000-487-00	06002	80	23	7	4	N 1/2 NW MINED OUT
	06-000-488-00	06002	80	23	7	4	N 1/2 NE
269	06-000-489-00	06002	20	23	7	4	E 1/2 SE NE
270	06-000-490-00	06002	320	24	7	4	N 1/2 80 AC MINED OUT
271	06-000-491-00	06002	240	24	7	4	W 3/4 S 1/2 SUBJECT TO RR R/W
272	06-000-492-00	06002	13	24	7	4	TRACTS & LOTS ADJ VILLAGE OF DONNELLSON PT E 1/2 SE
273	06-000-494-00	06006	40	20	7	4	SE SW
274	06-000-498-00	06002	22	24	7	4	PT E 1/2 SE
275	06-000-499-00	06008	80	18	7	4	W 1/2 SW
276	06-000-499-50	06008	120	18	7	4	E 1/2 SW & W 1/2 W 1/2 SE
277	06-000-500-50	06008	143	19	7	4	NW EX N 17 1/2 AC S 35 AC E 1/2 NW
278	06-000-513-00	06002	26	12	7	4	S 26 AC NW SE
279	06-000-514-00	06008	38	17	7	4	NE SW EX S 2 ACS
280	06-000-515-00	06006	80	20	7	4	W 1/2 SE
281	06-000-516-00	06006	20	20	7	4	N 1/2 NE SE
282	06-000-518-00	06002	29	14	7	4	PT W 1/2 NE
283	06-000-518-03	06007	30	7	7	4	N 30 ACS NE NE
284	06-000-518-04	06008	40	19	7	4	NW SW
285	06-000-518-05	06008	10	19	7	4	NW SW SW
286	06-000-518-06	06008	44	7	7	4	N 44 AC E 1/2 SW
287	06-000-518-07	06008	36	7	7	4	S 75 RDS 16 FT E 1/2 SW
288	06-000-518-08	06008	50	18	7	4	N 100 RDS E 1/2 NW
289	06-000-518-09	06008	30	18	7	4	S 30 AC SE NW
290	06-000-518-10	06008	42	7	7	4	NW NW
291	06-000-518-11	06008	42	6	7	4	NW NW
	06-000-518-12	06008	84	6	7	4	S 1/2 NW

Colt, LLC Colt
Montgomery County

COAL RIGHTS OWNED BY MONTGOMERY COUNTY

ITEM	PARCEL #	TAX CODE	ACRES	SECTION	TWP	RANGE	ALL COAL RIGHTS LEGAL DESCRIPTION
293	06-000-518-13	06008	80	6	7	4	E 1/2 SW
294	06-000-518-14	06008	84	6	7	4	W 1/2 SE & E 3 86/100 AC SW
295	06-000-518-15	06008	40	7	7	4	SW NW
296	06-000-518-16	06008	80	19	7	4	E 1/2 SW
297	06-000-518-17	06008	30	19	7	4	NE SW SW & S 1/2 SW SE
298	06-000-518-18	06008	80	19	7	4	NE NE SE SE
299	06-000-518-19	06008	60	20	7	4	S 6 AC W 1/2 SW
300	06-000-518-20	06008	20	19	7	4	S 1/2 SW SW
301	06-000-518-21	06002	80	1	7	4	E 1/2 NE
302	06-000-518-22	06002	30	1	7	4	N 30 AC E 1/2 SE
303	06-000-518-23	06008	84	6	7	4	W 1/2 SW
304	06-000-518-24	06008	80	17	7	4	W 1/2 SW
305	06-000-518-25	06008	42	6	7	4	NE NW
306	06-000-518-26	06008	40	6	7	4	NW NE
307	06-000-518-27	06008	45	19	7	4	N 45 AC W 1/2 NE
308	06-000-518-28	06008	20	17	7	4	W 1/2 SE SW
309	06-000-518-29	06008	2	20	7	4	N 429 FT W 203 FT NW NW
310	06-000-518-30	06008	48	20	7	4	NW NW EX N 429 FT W 203 FT & NW NE NW 2/3 INTEREST
311	06-000-518-31	06008	30	20	7	4	SE NW EX NE SE NW
312	06-000-518-32	06008	37	20	7	4	NE SW EX E 264 FT N 561 FT
313	06-000-518-35	06008	80	7	7	4	NE NW & NW NE
314	08-100-653-00	08001	14	13	8	4	PT W PT W 1/2 SW
315	08-100-656-00	08001	640	27	8	4	ALL SEC 27
316	08-100-660-00	08001	637	28	8	4	ALL SEC 28 EX 3 AC
317	08-100-661-00	08001	40	29	8	4	SE SE
318	08-100-662-00	08001	638	33	8	4	ALL SEC 33 EX 1 8/10 AC SW SW
319	08-100-667-00	08001	200	14	8	4	SE EX NE SE & S 1/2 SW
320	08-100-668-00	08001	40	22	8	4	NE NE 35 AC MINED OUT
321	08-100-668-10	08001	295	9	8	4	S 1/2 EX S 25 AC SW SW
322	08-100-670-00	08001	319	24	8	4	W 1/2 EX 94/100 AC
323	08-100-671-00	08001	117	25	8	4	SE SE & W 1/2 SE
324	08-100-672-00	08001	120	25	8	4	W 1/2 NE & NE NW
325	08-100-673-00	08001	40	13	8	4	SW SW EX RR
326	08-100-675-05	08001	158	13	8	4	SE EX N 73 92/100 FT E 1/2
327	08-100-676-05	08001	313	14	8	4	W 3/4 N 1/2 SW EX NW LYG N OF RD
328	08-100-678-00	08001	280	15	8	4	SE NE & E 1/2 SW & SE REVISED
329	08-100-680-00	08001	10	21	8	4	PT NE SE
330	08-100-681-05	08001	200	22	8	4	N 1/2 NW & W 1/2 NE & NW SE
331	08-100-682-00	08001	77	23	8	4	PT NW SW & PT N 1/2 SW SW & PT N 1/2 SE SW & S 1/2 SE NW
332	08-100-683-00	08001	320	24	8	4	E 1/2
333	08-100-684-00	08001	340	25	8	4	W 1/2 EX E 1/2 SE SW & NE NW/ & E 1/2 NE
334	08-100-686-00	08001	120	26	8	4	PT E 3/4 N 1/2 N 1/2 7 AC MINED OUT
335	08-100-687-00	08001	200	36	8	4	NW NW & S 1/2 NW & NE SW & NW SE
336	08-100-688-00	08001	40	21	8	4	SE SE
337	08-100-688-01	08001	39	2	8	4	NW NW EX 1 5/100 AC SW COR 6/10 AC 1/3 INT
338	08-100-688-02	08001	275	3	8	4	NE EX CEMETERY / & E 1/2 NW & S 36 1/2 AC W 1/2 NW
339	08-100-688-03	08001	124	3	8	4	N 43 1/2 AC W 1/2 NW & S 1/2 N 1/2 SW & SE SW
340	08-100-688-04	08001	42	3	8	4	NW SE & PT SW SE
341	08-100-688-05	08001	177	4	8	4	W 1/2 NW & S 5/8 W 1/2 E 1/2 EX W 2 RDS
342	08-100-688-06	08001	101	5	8	4	W 1/2 NW SUBJ TO PHONE CO R/W & N 1/4 NE NW & E 1/2 NW SW
343	08-100-688-07	08001	159	8	8	4	SW EX S 20 FT SW SW
344	08-100-688-08	08001	240	8	8	4	W 1/2 E 1/2 & E 1/2 SE EX E 1/2 NE SE
345	08-100-688-09	08001	286	9	8	4	NW & W 112 RDS NE & S 48 RDS E 48 RD NE
346	08-100-688-10	08001	295	9	8	4	S 1/2 EX S 25 AC SW SW
347	08-100-688-12	08001	93	10	8	4	SE NW & E 957 FT NE NW & S 792 FT SW NW
348	08-100-688-13	08001	69	10	8	4	SW NE & SE NE EX N 391 FT E 1187 8/10 FT
349	08-100-688-14	08001	74	10	8	4	N 1840 3/4 FT SW EX S 799 FT W 2071 FT
350	08-100-688-15	08001	159	11	8	4	PT W 1/2
351	08-100-688-16-5	08001	265	15	8	4	PT NE & PT NW
352	08-100-688-18	08001	120	16	8	4	SW EX SE SW
353	08-100-688-20	08001	400	17	8	4	W 1/2 & NE NE & SW NE
354	08-100-688-21	08001	40	18	8	4	SE NE
355	08-100-688-22	08001	53	19	8	4	S 1/3 NE SE & SE SE
356	08-100-688-23	08001	27	19	8	4	N 1/3 E 1/2 SE
357	08-100-688-24	08001	167	20	8	4	E 60 AC NE & S 2/3 SW
358	08-100-688-25	08001	80	20	8	4	S 1/2 NW
359	08-100-688-26	08001	53	20	8	4	N 1/3 SW
360	08-100-688-30	08001	87	10	8	4	PT SW SW & S 799 1/4 FT SW
361	08-100-688-31	08001	24	10	8	4	S 24 AC W 1/2 SE
362	08-100-689-00	08001	20	21	8	4	E 1/2 NE SE
363	08-100-690-50	08001	159	21	8	4	NW EX 1 AC NW COR
364	08-100-691-00	08001	240	22	8	4	S 3/4 W 1/2
365	08-100-692-00	08001	40	22	8	4	SW SE

Colt, LLC Colt
Montgomery County

COAL RIGHTS OWNED BY MONTGOMERY COUNTY

ITEM	PARCEL #	TAX CODE	ACRES	SECTION	TWP	RANGE	ALL COAL RIGHTS LEGAL DESCRIPTION
366	08-100-694-00	08001	12	23	8	4	S 1/2 SW SW EX W 507 FT
367	08-100-695-00	08001	3	25	8	4	S 12 RDS SW SW SE
368	08-100-696-00	08001	40	25	8	4	NE SE
369	08-100-697-00	08001	20	25	8	4	E 1/2 SE SW
370	08-100-699-00	08001	360	26	8	4	S 3/4 E 3/4
371	08-100-699-00-5	08001	80	26	8	4	W 1//2 NW
372	08-100-699-00-7	08001	70	26	8	4	W 1/2 SW EX S 10 AC
373	08-100-699-01	08001	320	29	8	4	W 1/2
374	08-100-699-02	08001	80	29	8	4	SW SE & NE SE
375	08-100-699-03	08001	120	29	8	4	S 1/2 NE NW SE
376	08-100-700-00	08001	110	31	8	4	E 1/2 NE & S 30 AC SW NE
377	08-100-700-05	08001	80	31	8	4	E 1/2 SE
378	08-100-701-00	08001	320	32	8	4	N 1/2
379	08-100-701-01	08006	320	32	8	4	S 1/2
380	08-100-702-00	08001	640	34	8	4	ALL SEC 34
381	08-100-703-00	08001	639	35	8	4	ALL EX PT NE NW 1 AC SCHOOL
382	08-100-705-00	08001	280	36	8	4	E 1/2 EX NW SE
383	08-100-706-00	08001	40	36	8	4	NE NW
384	08-100-707-00	08001	120	36	8	4	SW EX NE 1/4
385	08-100-707-01	08001	143	2	8	4	NE NW & W 1/2 NE &PT W 1/2 SE LYG N OF SPRINGFIELD ROAD
386	08-100-707-02	08001	40	17	8	4	NE SE
[illegible]87	08-100-707-03	08001	198	6	8	4	NW NW & SE NW & E 1/2 SW & SW SE EX 1 6/10 AC PT SE SW
	08-100-707-04	08001	66	2	8	4	PT E 1/2 NE
3	08-100-707-05	08001	80	4	8	4	W 1/2 SW
390	08-100-707-06	08001	200	5	8	4	S 1/2 NE & N 1/2 SE & SE SE
391	08-100-707-07-1	08001	40	3	8	4	SW SW 1/4 INTEREST
392	08-100-707-07-5	08001	40	3	8	4	SW SW 3/4 INTEREST
393	08-100-707-08-1	08001	81	4	8	4	SE SE 1/4 INT & SE SW & W 1 AC SW SE 1/2 INT
394	08-100-707-08-3	08001	40	4	8	4	SE SE
395	08-100-707-08-5	08001	41	4	8	4	SE SW & W 2 RDS SW SE
396	08-100-707-10	08001	191	6	8	4	PT N 1/2 NE & PT SW NE & PT SE NE & PT W 3/4 N 1/2 SE
397	08-100-707-11	08001	80	17	8	4	NW NE & SE NE
398	08-100-707-12	08001	20	3	8	4	S 1/2 SW SE EX 1/2 AC
399	08-100-707-13	08001	119	10	8	4	N 1/2 NE & SE NE EX PT NW COR SE NE
400	08-100-707-14	08001	22	11	8	4	IRREG 22 7/100 AC TRACT NW 1/4
401	08-100-707-15	08001	80	7	8	4	E 1/2 NW
402	08-100-707-16	08001	26	7	8	4	N 26 AC E 1/2 SW
403	08-100-707-17	08001	107	7	8	4	PT E 1/2 SW & PT SW NE 7 NW SE & PT SW SE N OF CREEK
404	08-100-707-18	08001	120	17	8	4	W 1/2 SE & SE SE
405	08-100-707-19	08001	18	18	8	4	NE SE LYG NLY OF RD
406	08-100-707-20	08001	60	18	8	4	E 3/4 N 1/2 NE
407	08-100-707-21	08001	40	18	8	4	SW NE EX 3 1/2 AC SW COR & E 3/4 NW SE LLYG N OF RD
408	08-100-707-22	08001	64	19	8	4	SW SW & W 1/2 SE SW
409	08-100-707-23	08001	40	19	8	4	NW SE
410	08-100-707-24	08001	180	20	8	4	W 100 AC NE W 1/2 SE
411	08-100-707-25	08001	40	20	8	4	NE SE
412	08-100-707-26	08001	160	21	8	4	SW
3	08-100-707-27	08001	90	30	8	4	E 1/2 NW & 6 AC IRREG TRACT SW COR SW NE
4	08-100-707-28	08001	75	30	8	4	E 1/2 NE EX S 594 FT S 366 FT
415	08-100-707-29	08001	7	30	8	4	W 801 FT E 1445 FT S 382 FT SE SW
416	08-100-707-30	08001	45	30	8	4	E 1/2 NE SW & PT NW SE LYG NWLY OF RD
417	08-100-707-31	08001	12	31	8	4	PT NE COR NW
418	08-100-707-32	08001	9	6	8	4	W 8 AC PT SW SW N OF FORMER RR R/W & S 33 FT NW SW
419	08-100-707-33	08001	80	7	8	4	W 1/2 NW
420	08-100-707-34	08001	120	5	8	4	SW SE & E 1/2 SW EX W 28 FT
421	08-100-707-35	08001	69	6	8	4	SW NW & NW SW EX S 11 AC
422	08-100-707-36	08001	10	6	8	4	S 11 AC NW SW EX S 1 AC
423	08-100-707-37	08001	9	6	8	4	PT SW SW LYG SLY OF ABANDONED RR EX NE PT
424	08-100-707-41	08001	10	7	8	4	S 1/2 S 1/2 SE SW
425	08-100-707-42	08001	50	7	8	4	NE SW SE & SE SE
426	08-100-707-43	08001	62	19	8	4	SW SE & E 1/2 SE SW
427	08-100-707-46	08001	158	5	8	4	N 1/2 NE EX HWY & S 3/4 NE NW & SE NW
428	08-100-707-47	08001	60	5	8	4	W 1/2 NW SW & SW SW EX 47/100 AC NE COR
429	08-100-707-48	08001	51	6	8	4	E 586 74/100 FT NE SE LYG SLY OF RD & SE SE
430	08-100-707-49	08001	40	7	8	4	NW NE
431	08-100-707-50	08001	40	7	8	4	NE NE
432	08-100-707-51	08001	80	8	8	4	E 1/2 NE
433	08-100-707-52	08001	71	30	8	4	W 1/2 NE EX E 60 FT N 200 FT & EX PT SW COR
434	08-100-707-53	08001	44	30	8	4	NE SE & N 1/2 NW SE LYLG E HWY
435	08-100-707-54	08001	136	10	8	4	E 1/2 SE & W 1/2 SE EX S 24 AC
436	08-100-707-55	08001	79	11	8	4	IRREG 79 45/100 AC TRACT SWW

Colt, LLC Colt
Montgomery County

COAL RIGHTS OWNED BY MONTGOMERY COUNTY

ITEM	PARCEL #	TAX CODE	ACRES	SECTION	TWP	RANGE	ALL COAL RIGHTS LEGAL DESCRIPTION
437	08-100-707-56	08001	5	3	8	4	W 372 1/2 FT E 851 1/2 FT N 1/2 SW SE EX PT NW OF RD
438	08-100-707-57	08001	41	6	8	4	S 1134 1/2 FT SE NE E OF RD & NE SE N OF RD
439	08-100-707-58	08001	38	4	8	4	NW NE EX 1 76/100 AC RD
440	08-100-707-59	08001	5	30	8	4	S 594 FT W 366 3/10 FT E 1/2 NE
441	08-100-707-60	08001	43	2	8	4	W 200 FT SE NW & PT S 1/2 NW
442	08-100-707-61	08001	132	16	8	4	N 1/2 NE & NE NE & SW NE & SE NE EX E 1/2 LLYG S OF RD
443	08-100-707-62	08001	60	16	8	4	NW SE & W 745 2/10 FT EX S 165 FT NE SE
444	08-100-707-63	08001	35	7	8	4	SE NE EX W 355 FT N 613 1/2 FT
445	08-100-707-64	08001	40	7	8	4	NE SE
446	08-100-707-65	08001	20	8	8	4	S 1/2 SW NW
447	08-100-707-66	08001	20	8	8	4	N 1/2 SW NW 1/2 INTEREST
448	08-100-707-67	08001	91	30	8	4	W 1/2 SW & W 3 1/2 AC NE SW PER 312/500
449	08-100-707-68	08001	80	31	8	4	W 1/2 NW
450	08-100-707-69	08005	40	31	8	4	SE SW
451	08-100-707-70	08005	80	31	8	4	W 1/2 SE
452	08-100-707-71	08001	20	9	8	4	S 25 AC SW SW EX N 400 FT W 544 1/2 FT
453	08-100-707-72	08001	20	6	8	4	THAT PT SW SW LYG N OF OLD RR EX W 8 AC
454	08-100-707-73	08001	77	2	8	4	W 1/2 SW EX S 100 FT
455	08-100-707-74	08001	60	2	8	4	E 1/2 SW LYG S & W ILL 16 & 127 EX SE COR S 100 FT
456	08-100-707-75	08001	58	3	8	4	NE SE & E 25 AC SE SE EX S 100 FT & EX PT NW COR
457	08-100-707-76	08001	20	3	8	4	W 1/2 SE SE
458	08-100-707-77	08001	18	18	8	4	N 18 AC NW NW
459	08-100-707-78	08001	10	26	8	4	S 10 AC SW NW
460	08-100-707-79	08001	5	3	8	4	N 1/2 SW SE LYG S OF RD EX E 851 1/2 FT
461	08-100-707-80	08001	10	7	8	4	N 10 AC SW NE
462	08-100-707-82	08001	64	7	8	4	W 1/2 SW EX S 20 AC
463	08-100-707-83	08001	5	9	8	4	N 400 FT W 544 1/2 FT S 25 AC SW SW
464	08-100-707-84	08001	29	2	8	4	PT W 1/2 SE EX S PT
465	08-100-707-85	08001	3	2	8	4	PT SE SW SUBJ TO POWER & LIGHT R/W
466	08-100-707-86	08001	40	4	8	4	NE NW
467	08-100-707-87	08001	24	15	8	4	SW SW EX N 528 FT
468	08-100-707-88	08001	160	16	8	4	NW
469	08-100-707-89	08001	22	16	8	4	S 22 AC SE SE
470	08-100-707-90	08001	80	20	8	4	N 1/2 NW
471	08-100-707-92	08001	51	31	8	4	E 1/2 NW EX N 28 64/100 AC
472	08-100-707-93	08001					
473	08-100-707-94	08001					
474	08-100-707-95	08001	80	4	8	4	E 1/2 NE
475	08-100-707-96	08001	130	21	8	4	NE EX PT W 1/2 SE NE
476	08-100-707-97	08001	90	21	8	4	SE LYG W OF RD
477	09-000-685-00	09002	160	31	9	3	NE
478	09-000-691-00	09002	290	21	9	3	N 1/2 SE & W 1/2 SE SW & PT N 1/2
479	09-000-692-00	09002	329	22	9	3	PT SEC 22
480	09-000-693-00	09002	629	23	9	3	ALL EX RR & EX PT SW NW LYG NW OF RR
481	09-000-694-00	09002	80	24	9	3	W 1/2 NW
482	09-000-694-05	09005	80	24	9	3	E 1/2 NE
483	09-000-695-00	09002	320	24	9	3	S 1/2
484	09-000-696-00	09002	639	25	9	3	ALL EX 1 AC PT SW
485	09-000-697-00	09002	596	26	9	3	ALL EX SW SW & EX S 15 RDS S 40 RDS N 1/2 NW NW
486	09-000-698-00	09002	635	27	9	3	ALL EX RR
487	09-000-699-00	09002	225	28	9	3	NE & S 1/2 NE NW & N 1/2 SE NW & W 25 AC E 35 AC S 1/4 NW
488	09-000-700-00	09002	316	28	9	3	S 1/2 EX RR & 1 AC SE COR NW SE
489	09-000-701-00	09002	20	29	9	3	E 1/2 NE SE
490	09-000-701-50	09002	116	33	9	3	SE NE & E 1/2 SE EX 4 AC PT SE SE
491	09-000-702-00	09002	639	34	9	3	ALL EX CEMETERY
492	09-000-702-25	09002	480	35	9	3	E 1/2 & E 1/2 W 1/2
493	09-000-702-50	09002	640	36	9	3	ALL
494	09-000-703-00	09002	120	31	9	3	N 1/2 SE & SE SE
495	09-000-704-00	09002	519	32	9	3	S 1/2 EX RR & S 1/2 N 1/2 & PT N 1/2 N 1/2 REVISED
496	09-000-705-00	09002	80	33	9	3	W 1/2 SW
497	09-000-706-00	09002	40	32	9	3	NE NE
498	09-000-707-00	09002	432	33	9	3	PT N 1/2 & E 1/2 SW & PT W 1/2 SE
499	09-000-708-00	09006	80	1	9	3	E 1/2 NE
500	09-000-708-01	09002	36	11	9	3	W PT S 1/2 SW
501	09-000-708-02	09002	80	15	9	3	W 1/2 NW
502	09-000-708-03	09002	20	15	9	3	W 1/2 NW SW 1/2 INT
503	09-000-708-04	09002	80	16	9	3	E 1/2 NE
504	09-000-708-05	09002	128	29	9	3	E 1/2 NW & PT W 1/2 NW
505	09-000-708-06	09002	47	30	9	3	S 1115 FT SW EX N 231 FT
506	09-000-708-07	09002	40	26	9	3	SW SW
507	09-000-708-07-1	09002	30	22	9	3	N 1/2 SW NE & SW NW NE
508	09-000-708-08	09002	40	35	9	3	SW SW
509	09-000-708-09	09002	80	15	9	3	S 1/2 NE

Colt, LLC Colt
Montgomery County

COAL RIGHTS OWNED BY MONTGOMERY COUNTY

ITEM	PARCEL #	TAX CODE	ACRES	SECTION	TWP	RANGE	ALL COAL RIGHTS LEGAL DESCRIPTION
510	09-000-708-10	09002	114	15	9	3	E 1/2 NW & N 34 AC NE SW
511	09-000-708-11	09002	20	16	9	3	W 1/4 W 1/2 NW
512	09-000-708-12	09002	100	16	9	3	E 3/4 W 1/2 NW & NE NW
513	09-000-708-13	09002	80	16	9	3	SE NW & SW NE
514	09-000-708-14	09002	80	16	9	3	W 1/2 SW
515	09-000-708-15	09002	80	16	9	3	E 1/2 SW
516	09-000-708-16	09002	20	17	9	3	W 1/2 SW SW
517	09-000-708-17	09002	60	17	9	3	NE SE & E 1/2 NW SE
518	09-000-708-18	09002	40	17	9	3	SE SE
519	09-000-708-19	09002	40	18	9	3	SE SE
520	09-000-708-20	09002	60	17	9	3	SW SE & E 1/2 SE SW
521	09-000-708-21	09002	150	19	9	3	NE EX S 10 AC E 1/2 NE
522	09-000-708-22	09002	20	20	9	3	NW NW NE & NE NE NW
523	09-000-708-23	09002	23	20	9	3	SW NW NE & N 1/2 NW SW & SE NE NW EX W 165 FT
524	09-000-708-24	09002	24	20	9	3	S 3/4 W 1/2 SW NE & PT E 1/2 SE NW
525	09-000-708-25	09002	30	20	9	3	N 1/2 NE NE & NE NW NE
526	09-000-708-26	09002	90	20	9	3	S 90 AC E 120 AC NE
527	09-000-708-27	09002	20	20	9	3	W 1/2 NW SW
528	09-000-708-28	09002	60	20	9	3	NE SW & E 1/2 NW SW
529	09-000-708-29	09002	40	20	9	3	SW SE
530	09-000-708-30	09002	38	20	9	3	PT SE SE
531	09-000-708-31	09002	20	21	9	3	N 1/2 NE NW
	09-000-708-32	09002	100	21	9	3	N 1/2 SW & E 1/2 SE SW
	09-000-708-33	09002	40	21	9	3	SW SW
534	09-000-708-34	09002	43	21	9	3	SW SE & PT E 10 AC SE SE
535	09-000-708-35	09002	37	21	9	3	SE SE LYG N OF RD
536	09-000-708-36	09002	20	22	9	3	N 1/2 NW NE
537	09-000-708-37	09002	1	22	9	3	PT S 4 AC W 10 AC SW SW
538	09-000-708-38	09002	3	22	9	3	PT S 4 AC W 10 AC SW SW LYG S OF RD
539	09-000-708-39	09002	65	28	9	3	NW NW & N 1/2 SW NW & W 5 AC S 1/1 SW NW
540	09-000-708-40	09002	10	28	9	3	SE SE NW
541	09-000-708-41	09002	44	29	9	3	PT SW SE & PT SE SW
542	09-000-708-42	09002	10	30	9	3	W 40 RDS N 40 AC NW
543	09-000-708-43	09002	30	30	9	3	S 1/2 NW EX W 48 RDS
544	09-000-708-44	09002	40	30	9	3	SE SE
545	09-000-708-45	09002	8	32	9	3	N 330 FT W 330 FT NE & N 330 FT E 660 FT NW
546	09-000-708-46	09002	80	15	9	3	N 1/2 NE
547	09-000-708-47	09002	20	28	9	3	N 1/2 NE NW
548	09-000-708-48	09002	80	29	9	3	E 1/2 NE
549	09-000-708-49	09002	80	35	9	3	NW SW & SW NW
550	09-000-708-50	09002	8	15	9	3	S 8 AC SW SW
551	09-000-708-51	09002	80	16	9	3	E 1/2 SE
552	09-000-708-52	09002	40	20	9	3	SW SW
553	09-000-708-53	09002	37	20	9	3	SE SW EX E 506 FT N 290 FT
554	09-000-708-54	09002	28	21	9	3	N 30 AC NW NE EX 2 AC CEM NW COR
555	09-000-708-55	09002	78	21	9	3	W 1/2 NW EX N 330 FT W 264 FT
556	09-000-708-56	09002	32	22	9	3	N 32 AC NW NW
	09-000-708-57	09002	20	22	9	3	N 1/2 SE NW
	09-000-708-58	09002	91	29	9	3	W 1/2 NE & 11 11/100 AC NW COR NW SE
559	09-000-708-59	09002	32	29	9	3	W 32 AC NW
560	09-000-708-60	09002	87	30	9	3	E 1/2 SW NE & SE NE & S 27 AC NE NE
561	09-000-708-61	09002	100	30	9	3	W 1/2 SE & W 1/2 SW NE
562	09-000-708-62	09002	43	19	9	3	PT N 1/2 SW
563	09-000-708-63	09002	2	20	9	3	2 AC IN E 1/2 SE SE
564	09-000-708-64	09002	72	15	9	3	E 1/2 NW SW & N 32 AC SW SW & N 14 AC SE SW & S 6 AC NE SW
565	09-000-708-65	09002	20	20	9	3	W 1/2 NW NW 1/2 INT
566	09-000-708-66	09002	20	20	9	3	NW NE NW & NE NW NW
567	09-000-708-67	09002	80	20	9	3	N 1/2 SE
568	10-000-417-00	10001	481	2	10	2	ALL EX NE
569	10-000-418-00	10001	641	3	10	2	ALL
570	10-000-419-00	10001	160	4	10	2	SE
571	10-000-420-00	10001	80	9	10	2	E 1/2 SE
572	10-000-421-00	10001	480	10	10	2	ALL EX NE 160 AC
573	10-000-422-00	10001	280	11	10	2	E 1/2 EX SE SE
574	10-000-423-00	10001	161	11	10	2	SW EX CERTAIN LOTS IN WENONAH
575	10-000-424-00	10001	120	12	10	2	N 1/2 NW & SW NW
576	10-000-425-00	10001	120	14	10	2	N 1/2 NW & NW NE
577	10-000-426-00	10001	240	15	10	2	NE & NE NW & N 1/4 SE
578	10-000-427-00	10001	80	29	10	2	S PT SW
579	10-000-429-00	10001	160	31	10	2	NE MINED OUT
580	10-000-430-00	10005	176	32	10	2	SE NW N 1/2 SE & PT NE S OF RR MINED OUT
581	11-100-668-00	11001	40	28	9	5	NE SW
	11-100-669-00	11001	38	28	9	5	NW SW EX RR

Colt, LLC Colt
Montgomery County

COAL RIGHTS OWNED BY MONTGOMERY COUNTY

ITEM	PARCEL #	TAX CODE	ACRES	SECTION	TWP	RANGE	ALL COAL RIGHTS LEGAL DESCRIPTION
583	11-100-670-00	11001	38	28	9	5	SW SW EX RR
584	11-100-671-00	11001	20	28	9	5	W 1/2 SE SW
585	11-100-672-00	11001	40	29	9	5	SE NE
586	11-100-673-00	11001	40	29	9	5	SW NE
587	11-100-674-00	11001	40	29	9	5	NE SE
588	11-100-675-00	11001	40	29	9	5	NW SE
589	11-100-676-00	11001	40	29	9	5	SW SE
590	11-100-677-00	11001	38	29	9	5	SE SE EX RR
591	11-100-678-00	11001	46	32	9	5	PT E 1/2 NE
592	11-100-679-00	11001	170	11	9	5	S 1/2 SW & S14 T9 R5 PT SW SE & W 1/2 NW
593	11-100-679-01	11001	37	36	9	5	W 1/2 W 1/2 NE EX RR
594	11-100-679-02	11001	24	36	9	5	E 816 FT SE SE
595	11-100-679-03	11001	35	36	9	5	S 1/2 SW LLYG SLY OF RR
596	11-100-679-04	11001	57	36	9	5	E 3/4 N 1/2 NE EX RR
597	11-100-679-05	11001	15	25	9	5	E 15 AC SE SE EX RR
598	11-100-679-06	11001	74	35	9	5	E 1/2 SE LYG NWLY RR
599	11-100-679-07	11001	27	36	9	5	W 27 AC PT SW LYG NWLY OF RR
600	11-100-679-08	11001	112	36	9	5	PT E 1/2 SW & NW SE & PT SW SE
601	11-100-679-09	11001	40	36	9	5	NE SE
602	11-100-679-10	11001	49	36	9	5	PT S 1/2 LYG ELY W FORK OF SHOAL CRK EX E 816 FT & HWY
603	11-100-679-11	11001	4	35	9	5	PT E 1/2 SE LYG SELY OF R/W
604	11-100-680-00	11006	-	-	-	-	BLKS 1-2-3-4-5-& 6 SCHERER ADD CORP LIMITS
605	11-100-681-00	11006	-	-	-	-	BLKS 1-2-3-4-7-8-9-10 & 13 PIERCES 1ST ADD CORP LIMITS
606	11-100-682-00	11006	-	-	-	-	BLKS 30 & 31 PIERCES 3RD ADD CORP LIMITS
607	11-100-683-00	11006	-	-	-	-	BLKS A-B-C- & D PIERCES 4TH ADD CORP LIMITS
608	11-100-684-00	11006	-	-	-	-	LOTS 1 & 2 PIERCES 5TH ADD CORP LIMITS
609	11-100-685-00	11006	-	-	-	-	BLKS 1 & 2 W H FISHERS ADD CORP LIMITS
610	11-100-686-00	11006	-	-	-	-	BLKS 1 & 2 EX LOTS 15 & 16 W G DAVIS ADD CORP LIMITS
611	11-100-687-00	11006	-	-	-	-	BLKS 6 & 7 EX LOT 14 HOOD & TULLEYS ADD CORP LIMITS
612	11-100-688-00	11006	-	-	-	-	LOTS 4 & 5 BLK 5 HOOD & TULLEYS ADD CORP LIMITS
613	11-100-689-00	11006	-	-	-	-	BLK 18 PARRISH SUB DIV BURRS 2ND ADD
614	11-100-690-00	11006	-	-	-	-	BLKS 1-2-3-4-5-6- & 7 BURRS ADD CORP LIMITS
615	11-100-691-00	11006	-	-	-	-	BLKS 8-9-10-11 & 12 BURRS ADD CORP LIMITS
616	11-100-692-00	11006	-	-	-	-	KELLER SUB DIV BLK 9 BURRS 2ND ADD CORP LIMITS
617	11-100-693-00	11006	-	-	-	-	BLKS 11 THRU 21 BURRS 2ND ADD & CLEARWATER SUB
618	11-100-694-00	11006	-	-	-	-	BLKS A-B & C MRS BOLES ADD CORP LIMITS
619	11-100-695-00	11006	-	-	-	-	BLKS 1 & 2 JONES SUB DIV CORP LIMITS
620	11-100-696-00	11006	-	-	-	-	BLKS 1-2-3-4-5-6-7 & 10 TOMLINSONS 2ND ADD CORP LIMITS
621	11-100-697-00	11006	9	33	9	5	SW NW NW LANDS CORP LIMITS
622	11-100-698-00	11006	26	33	9	5	PT NE NW LANDS CORP LIMITS
623	11-100-699-00	11006	1	33	9	5	PT NW SE LANDS CORP LIMITS
624	11-100-700-00	11006	9	33	9	5	PT NE SW NE LANDS CORP LIMITS
625	11-100-701-00	11006	7	33	9	5	N PT N 1/2 NW LANDS CORP LIMITS
626	11-100-701-02	11001	5	33	9	5	BLKS 1 & 2 BURRS 2ND ADD & PT FRANKLIN N OF THOMAS & PT BAYLESS E (
627	11-100-701-04	11001	40	12	9	5	SW NE
628	11-100-701-06	11001	40	12	9	5	NE SW
629	11-100-701-08	11001	10	12	9	5	SW NW SE
630	11-100-701-10	11001	5	12	9	5	N 1/2 NE SE SW
631	11-000-701-12	11001	10	12	9	5	N 1/2 NW SE
632	11-100-701-14	11001	7	12	9	5	E 7 AC S 1/2 NW SE
633	11-100-701-16	11001	80	28	9	5	S 1/2 SE
634	11-000-701-18	11001	403	22	9	5	PT SEC 22
635	11-000-701-20	11001	16	4	9	5	MINERALS BENEATH ICG RR R/W
636	11-000-701-22	11001	15	16	9	5	MINERALS BENEATH ICG RR R/W
637	11-000-701-24	11001	8	28	9	5	MINERALS BENEATH ICG RR R/W
638	11-000-701-26	11006	6	33	9	5	MINERALS BENEATH ICG RR R/W
639	11-100-702-00	11006	8	33	9	5	N PT W 1/2 NW NW LANDS CORP LIMITS
640	15-000-453-00	15002	560	3	7	2	ALL EX W 1/2 NE
641	15-000-456-00	15002	200	4	7	2	PT E PT SEC 4
642	15-000-456-05	15001	440	4	7	2	W 1/2 & PT NE OF SEC 4
643	15-000-457-00	15001	640	5	7	2	ALL SEC 5 230 ACS MINED OUT
644	15-000-458-00	15001	640	6	7	2	ALL SEC 6 640 ACS MINED OUT
645	15-000-464-00	15001	640	7	7	2	ALL SEC 7 640 ACS MINED OUT
646	15-000-465-00	15001	640	8	7	2	ALL SEC 8 406 ACS MINED OUT
647	15-000-466-00	15001	600	9	7	2	ALL SEC 9 EX 40 AC TRACT
648	15-000-466-05	15002	40	9	7	2	PT SEC 9
649	15-000-467-00	15002	640	10	7	2	ALL SEC 10
650	15-000-468-00	15002	20	11	7	2	N 1/2 SE SE
651	15-000-469-00	15002	40	13	7	2	NW SE
652	15-000-470-00	15002	20	14	7	2	W 1/2 SW NW
653	15-000-471-00	15002	144	14	7	2	SW EX 10 AC NE COR & EX 6 AC ON S SIDE SW SW
654	15-000-473-00	15002	440	15	7	2	PT S PT NW & E 1/2 SEC 15 20 ACS MINED OUT
655	15-000-473-05	15001	200	15	7	2	PT SW 1/4 & N PT NW

Colt, LLC Colt
Montgomery County

COAL RIGHTS OWNED BY MONTGOMERY COUNTY

ITEM	PARCEL #	TAX CODE	ACRES	SECTION	TWP	RANGE	ALL COAL RIGHTS LEGAL DESCRIPTION
656	15-000-474-00	15001	640	16	7	2	ALL SEC 16 188 ACS MINED OUT
657	15-000-475-00	15001	640	17	7	2	ALL SEC 17 271 ACS MINED OUT
658	15-000-476-00	15001	640	18	7	2	ALL SEC 18 523 ACS MINED OUT
659	15-000-477-00	15001	640	19	7	2	ALL SEC 19 168 ACS MINED OUT
660	15-000-478-00	15001	640	20	7	2	ALL SEC 20 EX 1/2 AC SW COR NE SW
661	15-000-481-00	15001	640	21	7	2	ALL SEC 21
662	15-000-482-00	15001	160	22	7	2	PT SEC 22
663	15-000-482-01	15002	480	22	7	2	PT SEC 22
664	15-000-484-00	15002	80	23	7	2	W 1/2 SW
665	15-000-484-01	15002	40	2	7	2	NW SW EX 27/100 AC NW NW SW
666	15-000-484-02	15002	40	2	7	2	SE SW
667	15-000-484-03	15002	40	2	7	2	SW SE
668	15-000-484-04	15002	40	24	7	2	SE SE
669	15-000-484-05	15002	80	24	7	2	S 1/2 NE
670	15-000-484-06	15002	6	13	7	2	PT S 1/2 SW N 6 ACS W 10 ACS S 50 ACS
671	15-000-484-07	15002	40	1	7	2	SE SE
672	15-000-484-08	15002	140	11	7	2	W 1/2 SE & NE SE & S 1/2 SE SW
673	15-000-484-10	15002	40	12	7	2	NW SW
674	15-000-484-11	15002	20	24	7	2	N 1/2 SW NW
675	15-000-484-12	15002	40	23	7	2	NE NE
676	15-000-484-13	15002	59	1	7	2	NE NE & E PT SE NE
77	15-000-484-15	15002	2	1	7	2	PT E 1/2 NE SE
)	15-000-484-16	15002	57	1	7	2	PT SE NW & SW NW
9	15-000-484-18	15002	40	2	7	2	SE NE
680	15-000-484-19	15002	20	11	7	2	S 1/2 SE SE
681	15-000-484-23	15002	80	2	7	2	E 1/2 NW
682	15-000-484-24	15002	95	11	7	2	S 1/2 NW & S 15 25/100 A NW NW
683	15-000-484-25	15002	80	11	7	2	NE NW & NW NE
684	15-000-484-26	15002	80	11	7	2	S 1/2 NE
685	15-000-484-27	15002	40	11	7	2	NE SW
686	15-000-484-28	15002	20	11	7	2	N 1/2 SE SW
687	15-000-484-30	15002	13	12	7	2	E 1/3 SE NW
688	15-000-484-32	15002	39	12	7	2	SW SW EX S 103 FT W 429 FT
689	15-000-484-33	15002	131	12	7	2	SW NW EX N 264 FT E 330 FT & E 1/2 SW & CENTER 1/3 SE NW
690	15-000-484-35	15002	140	14	7	2	W 1/2 NE & N 1/2 NE NW & NW NW
691	15-000-484-36	15002	20	14	7	2	W 1/2 NE NE
692	15-000-484-37	15002	20	24	7	2	S 1/2 NW NW
693	15-000-484-40	15002	80	24	7	2	W 1/2 SW
694	15-000-484-42	15002	56	1	7	2	N 1849 FT E 1/2 NW
695	15-000-484-43	15002	40	1	7	2	NW NW
696	15-000-484-44	15002	19	1	7	2	N 1/2 NW NE
697	15-000-484-45	15002	35	1	7	2	IRREG TRACT PT NE DESC IN 299/40
698	15-000-484-46	15002	100	1	7	2	S 1/2 SW & W 1/2 SW SE
699	15-000-484-47	15002	23	1	7	2	N 23 ACS NW SW
700	15-000-484-48	15002	212	1	7	2	IRREG TRACT PT SEC 1 DESC IN 299/24
701	15-000-484-49	15002	4	1	7	2	4 AC OFF E SIDE NE SE
702	15-000-484-50	15002	70	2	7	2	W 1/2 NE
3	15-000-484-51	15002	40	2	7	2	NE NE
4	15-000-484-52	15002	120	2	7	2	E 1/2 SE & NW SE
705	15-000-484-53	15002	40	11	7	2	NE NE
706	15-000-484-54	15002	40	11	7	2	NW SW
707	15-000-484-55	15002	40	11	7	2	SW SW
708	15-000-484-56	15002	122	12	7	2	N 1/2 NW & NW NE & N 264 FT E 330 FT SW NW
709	15-000-484-57	15002	80	12	7	2	E 1/2 NE
710	15-000-484-58	15002	120	12	7	2	W 1/2 SE & SE SE
711	15-000-484-59	15002	74	13	7	2	E 1/2 NW EX 6 AC NW OF CREEK
712	15-000-484-60	15002	122	13	7	2	E 1/2 NE & PT E 1/2 NW NE LYG NLY HWY & PT NE SE
713	15-000-484-61	15002	5	13	7	2	S 907 1/2 FT E 239 25/100 FT NE SE
714	15-000-484-62	15002	40	12	7	2	SW NE
715	15-000-484-63	15002	100	24	7	2	N 1/2 NW NW & E 1/2 NW
716	15-000-484-64	15002	40	24	7	2	NE SE
717	15-000-484-65	15002	40	2	7	2	SW SW
718	15-000-484-66	15002	6	14	7	2	EAST 6 ACS SW SW
719	15-000-484-67	15002	103	23	7	2	PT NW N GALLOWAY ST & PT NW GREENVILLE RD
720	15-000-484-68	15002	20	23	7	2	N 1/2 NW NE
721	16-000-607-00	16001	33	31	8	5	SW NW
722	16-000-608-00	16001	61	31	8	5	PT SW MINED OUT
723	16-000-609-00	16001	70	31	8	5	PT SW
724	16-000-610-00	16001	41	31	8	5	SW SE
725	16-000-610-01	16002	139	1	8	5	E 1/2 NE NW & N 3/4 W 1/2 NE & S 3/4 E 1/2 NE
726	16-000-610-02	16002	87	1	8	5	S 1/2 SW NE & N 44 AC W 1/2 SE & N 52 RD S 72 RD EX W 155 FT SW SE
727	16-000-610-03	16002	12	1	8	5	S 10 AC SW SE & S 8 RD E 40 RD SE SW
728	16-000-610-04	16002	73	1	8	5	N 75 AC E 1/2 SE EX S 175 FT E 460 FT

Colt, LLC Colt
Montgomery County

COAL RIGHTS OWNED BY MONTGOMERY COUNTY

ITEM	PARCEL #	TAX CODE	ACRES	SECTION	TWP	RANGE	ALL COAL RIGHTS LEGAL DESCRIPTION
729	16-000-610-05	16002	58	2	8	5	E 1/2 NE LYG S OF RR EX 8 9/10 AC & HWY
730	16-000-610-05-5	16002	20	11	8	5	N 1/2 NE NE
731	16-000-610-06	16002	87	12	8	5	NE NW W CRK & E 3/4 S 1/2 NW NW & SW NW & N26 RD W40 RD SE NW
732	16-000-610-07	16002	128	12	8	5	W 1/2 NE & NE NW E OF CREEK & SE NW EX N 26 RD & W 40 RD
733	16-000-610-08	16002	40	12	8	5	SE NE
734	16-000-610-09	16002	40	13	8	5	SW SW
735	16-000-610-10	16002	120	23	8	5	E 1/2 NE & NE SE
736	16-000-610-11	16002	240	24	8	5	S 1/2 NW & W 1/2 SW NE & N 1/2 SW & W 1/2 NW SE & SW SE
737	16-000-610-12	16002	307	25	8	5	NW EX SE NW & EX 3 AC SE COR & E 1/2 NE & W 1/2 SE & NW SE SE
738	16-000-610-13	16002	80	26	8	5	E 1/2 NE
739	16-000-610-14	16002	28	1	8	5	NW NW EX S 6 AC & EX 6 1/2 AC HWY
740	16-000-610-15	16002	46	1	8	5	S 1530 37/100 FT W 1/2 NW
741	16-000-610-16	16002	7	1	8	5	S 7 AC N 1/2 NE NE
742	16-000-610-17	16002	6	1	8	5	PT E 9 1/2 AC SE NW LYG S RD
743	16-000-610-18	16002	161	1	8	5	SW EX S 132 FT E RIVER & N 858 FT S 1188 FT W 155 FT SW SE
744	16-000-610-19	16002	9	2	8	5	PT NE S OF HWY
745	16-000-610-20	16002	70	2	8	5	E 1/2 SE EX N 1/2 NE SE
746	16-000-610-21	16002	40	17	8	5	NW NW
747	16-000-610-22	16002	100	17	8	5	NE NW & SW NW & W 1/2 SE NW
748	16-000-610-23	16002	80	18	8	5	NW NE & NE NW
749	16-000-610-24	16002	40	18	8	5	NE NE
750	16-000-610-25	16002	40	24	8	5	SE SW
751	16-000-610-26	16002	4	1	8	5	PT N 13 AC NE NE LYG W CREEK EX W 2 AC & EX HWY
752	16-000-610-27	16002	2	1	8	5	E 170 FT N 370 FT PT NE NE LYG S HWY
753	16-000-610-28	16002	79	18	8	5	S 1/2 LOT 2 NW & N 1/2 LOT 2 SW
754	16-000-610-29	16002	9	19	8	5	9 AC NE COR NW SW 625 FT X 625 FT
755	16-000-610-30	16002	2	1	8	5	W 2 AC E 13 AC N SIDE NE NE
756	16-000-610-31	16002	3	1	8	5	W 362 FT E 532 FT N 370 FT NE NE EX RR
757	16-000-610-32	16002	80	13	8	5	E 1/2 SW
758	16-000-610-33	16002	40	18	8	5	NW NW
759	16-000-610-34	16002	80	23	8	5	S 1/2 SE
760	16-000-610-35	16002	80	24	8	5	N 1/2 NW
761	16-000-610-36	16002	40	24	8	5	SW SW
762	16-000-610-37	16002	40	18	8	5	S 1/2 LOT 1 SW
763	16-000-610-38	16002	139	19	8	5	W 1/2 NW & NE NW
764	16-000-610-39	16002	114	19	8	5	NW NE & E 1/2 NE EX RR
765	16-000-610-40	16002	29	25	8	5	S 9 AC NE SE & E 1/2 SE SE
766	16-000-610-41	16002	15	36	8	5	E 495 FT NE NE
767	16-000-610-41-03	16002	37	36	8	5	SE NE LYG S & E OF RD EX 3 AC IN NW COR
768	16-000-610-42-01	16002	31	25	8	5	N 102 FT NE SE
769	17-000-438-00	17009	5	23	7	5	PT SE
770	17-000-439-00	17009	80	25	7	5	E 1/2 NE
771	17-000-440-00	17009	10	25	7	5	SW NW NE
772	17-000-441-00	17009	20	25	7	5	N 1/2 SE NW
773	17-000-442-00	17009	80	25	7	5	E 1/2 SW
774	17-000-443-00	17009	80	25	7	5	E 1/2 SE
775	17-000-443-05	17009	80	25	7	5	W 1/2 SE
776	17-000-444-00	17009	160	26	7	5	NE
777	17-000-445-00	17009	40	26	7	5	PT NE NW
778	17-000-446-00	17009	39	26	7	5	PT NW SE
779	17-000-447-00	17009	80	36	7	5	E 1/2 NE
780	17-000-447-05	17009	80	36	7	5	W 1/2 NE
781	17-000-448-00	17009	26	36	7	5	26 AC E SIDE E 1/2 NW
782	17-000-449-00	17009	76	36	7	5	N 1/2 SE EX 4 23/100 AC SW COR NE SE
783	17-000-449-05	17009	84	36	7	5	S 1/2 SE & 4 23/100 AC SW COR NE SE
784	17-000-450-00	17003	234	6	7	5	NW & W 1/2 NE EX 4 AC 95 32/100 AC MINED OUT
785	17-000-451-00	17003	216	6	7	5	SW & NW SE & W 1/2 SW SE 141 58/100 AC MINED OUT
786	17-000-452-00	17003	23	7	7	5	N PT NW SW & W 1/2 NW NE EX 4A 21 23/100 AC MINED OUT
787	17-000-453-00	17003	95	7	7	5	W 1/2 NW & NE NW EX PT E PT ALL MINED OUT
788	17-000-460.53	17012	80	24	7	5	S 1/2 NW
789	17-000-460-10	17,007	103	1	7	5	W 1/2 SW & PT S 1/2 NE SW LYG W OF CREEK & W 1/2 SE SW
790	17-000-460-11	17,007	57	1	7	5	S 1/2 NE SW EX 3 AC W OF CREEK & E 1/2 SE SW & W 1/2 SW SE
791	17-000-460-12	17,007	40	2	7	5	SE SE
792	17-000-460-13	17,007	110	11	7	5	N 1/2 NE & PT NW SW LYG W OF RR
793	17-000-460-14	17,007	100	12	7	5	N 1/2 NW & W 1/2 NW NE
794	17-000-460-15	17,007	80	12	7	5	E 1/2 NE
795	17-000-460-16	17,003	154	14	7	5	NW EX RR
796	17-000-460-17	17,007	80	14	7	5	N 1/2 SW
797	17-000-460-18	17,012	122	23	7	5	NE LYG ELLY OF RR R/W
798	17-000-460-19	17,009	40	25	7	5	E 1/2 NW SW & W 1/2 SW SW
799	17-000-460-20	17,009	20	26	7	5	E 1/2 SE SE
800	17-000-460-21	17,009	40	35	7	5	NW NE
801	17-000-460-22	17,002	64	35	7	5	E PT SW & W 1/2 E 2/3 SW SW

Colt, LLC Colt
Montgomery County

COAL RIGHTS OWNED BY MONTGOMERY COUNTY

ITEM	PARCEL #	TAX CODE	ACRES	SECTION	TWP	RANGE	ALL COAL RIGHTS LEGAL DESCRIPTION
802	17-000-460-22-5	17,009	72	35	7	5	W 50 AC S 1/2 SE LYG NWLY OF RD
803	17-000-460-23	17,007	44	11	7	5	SE SE & S 4 AC NE SE FULL INTEREST
804	17-000-460-24	17,007	40	12	7	5	SW SW
805	17-000-460-25	17,007	20	13	7	5	W 20 AC SW
806	17-000-460-26	17,007	240	14	7	5	S 1/2 SW & ALL SE
807	17-000-460-27	17,012	80	23	7	5	N 1/2 SE
808	17-000-460-28	17,009	75	23	7	5	S 1/2 SE EX BEG SW COR SE E 2640 FT N 181 1/2 FT & SWLY POB
809	17-000-460-29	17,009	20	24	7	5	S 20 AC W 35 ACS NW SW
810	17-000-460-30	17,009	8	24	7	5	E 250 FT SE SE
811	17-000-460-31	17,009	40	26	7	5	SW NW
812	17-000-460-32	17,001	80	26	7	5	N 1/2 SW
813	17-000-460-32-5	17,009	40	26	7	5	SE NW
814	17-000-460-32-9	17,002	80	26	7	5	S 1/2 SW
815	17-000-460-33	17,009	70	35	7	5	NE NE E 3/4 SE NE
816	17-000-460-34	17,002	80	35	7	5	N 1/2 NW
817	17-000-460-34-1	17,009	118	35	7	5	PT SE LYG S OF RD EX E 62 RDS N 51 17/100 RDS
818	17-000-460-35	17,009	20	35	7	5	N 845 FT E 1023 FT SE
819	17-000-460-36	17,009	40	36	7	5	SW NW
820	17-000-460-37	17,009	254	36	7	5	SW & NW NW & W 54 AC E 1/2 NW
821	17-000-460-38	17,007	40	11	7	5	SE NE
822	17-000-460-39	17,007	127	13	7	5	NE EX SW SW NE & EX N 1/2 NW NE & EX NE NE
[illegible]	17-000-460-40	17,009	5	25	7	5	SE SW NE EX CEMETERY
	17-000-460-41	17,009	80	24	7	5	E 1/2 NE
[illegible]	17-000-460-42	17,009	90	24	7	5	N 1/2 NW & NW NE
826	17-000-460-43	17,009	25	24	7	5	W 25 AC SW SW
827	17-000-460-44	17,009	80	25	7	5	N 1/2 NW
828	17-000-460-45	17,001	132	13	7	5	E 60 AC W 1/2 SW & E 1/2 SW EX N PT
829	17-000-460-46	17,001	43	13	7	5	SW SE & SW COR NW SE LLYG SWLY OF BRANCH
830	17-000-460-47	17,007	80	11	7	5	W 1/2 SE
831	17-000-460-48	17,007	38	1	7	5	SE NW
832	17-000-460-49	17,007	39	1	7	5	SW NE
833	17-000-460-50	17,007	20	1	7	5	N 1/2 NE SW
834	17-000-460-51	17,003	120	14	7	5	N 1/2 NE SW NE
835	17-000-460-52	17,003	40	14	7	5	SE NE
836	17-000-460-54	17,012	70	24	7	5	SW NE & S 1/2 NW NE & NE NW NE
837	17-000-460-55	17,009	115	24	7	5	E 1/2 SW & N 15 AC W 35 AC NW SW & E 15 AC SW SW
838	17-000-460-56	17,012	80	24	7	5	N 1/2 SE
839	17-000-460-57	17,009	73	24	7	5	SW SE & SE SE EX E 250 FT
840	17-000-460-58	17,009	20	25	7	5	N 1/2 NW NE
841	17-000-460-60	17,007	80	13	7	5	E 1/2 SE
842	17-000-460-92	17,007	77	1	7	5	E 1/2 NE
843	17-000-460-93	17,007	60	1	7	5	SE SE & E 1/2 SW SE
844	17-000-460-94	17,007	40	2	7	5	NE SE
845	17-000-460-95	17,007	100	12	7	5	E 1/2 NW NE & SW NE & NW SE
846	18-000-531-00	18,003	215	5	9	2	PT NW & PT SW
847	18-000-532-00	18,003	563	6	9	2	ALL SEC 6 EX CERTAIN LOTS & TRACTS
	TOTAL ACREAGE		120,951				

Colt, LLC Colt
Montgomery County

Municipality Near Farmersville	LOCAL AGENCY	Illinois Department of Transportation **Preliminary Engineering Services Agreement For Motor Fuel Tax Funds** BOOK 5 PAGE 154	CONSULTANT	Name Allen Henderson & Assoc., Inc.
Township Bois Darc				Address 1941 S. Spring Street
County Montgomery				City Springfield
Section 04-00125-00-RS				State Illinois

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name F.A.S. 732 (Farmersville Overpass)

Route C.H. 17 Length ±0.70 Mi. ±3700 FT (Structure No. _____)

Termini Beginning near the S.E. corner of the N.E. ¼ of Section 34, T.12N., R.5W., of the 3rd P.M. & extending easterly for a distance of approximately 3700 feet.

Description:
The project consists of the rehabilitation of the median and the roadway approaches to the Farmerville Overpass bridge.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:

   a. ☒ Make such detailed surveys as are necessary for the preparation of detailed roadway plans

   b. ☐ Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.

   c. ☒ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles an analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.

   d. ☒ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

   e. ☐ Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.

   f. ☐ Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

   g. ☒ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

Note: Four copies to be submitted to District Engineer

h. ☒ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

i. ☐ Assist the LA in the tabulation and interpretation of the contractors' proposals

j. ☒ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.

k. ☐ Prepare the Project Development Report when required by the DEPARTMENT.

(2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.

(3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.

(4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.

(5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.

(6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1d, 1g, 1h, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

   a. ☐ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.

   b. ☒ A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under $50,000	$5,000.00	(see note)
Next $50,000	10.00%	%
Next $200,000	9.00%	%
Next $200,000	8.00%	%
		%
		%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs xx, 1c, xx, xx, xx, 1h, xx xx of the ENGINEER AGREES at actual cost of performing such work plus 130 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph xx, 1c, and xx, xx, 1h, xx xx. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
   a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 95 percent of the total fee due under this AGREEMENT based on the approved estimate of cost. The upper & lower limits of the awarded contract for fee determination purposes shall be 107% and 93%, respectively, of the approved estimate of cost.

   b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

   By Mutual agreement, partial payments, not to exceed 95 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services ENGINEER for his actual costs plus 130 percent incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.

5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREEs, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 130 Percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.

3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.

4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

/ITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

Montgomery County of the
(Municipality/Township/County)

ATTEST:

By Judy Leath

Montgomery County Clerk

(Seal)

State of Illinois, acting by and through its

County Board

By Mike A. Graves

Title Chairman

uted by the ENGINEER:

Allen Henderson and Associates, Inc.

1941 South Spring Street

Springfield, IL 62704

ATTEST:

By Christopher P. Wohlers

Title Vice-President

By Mark A Henderson

Title President

BOOK 5 PAGE 158

Illinois Department of Transportation

County Maintenance Resolution
MONT. CO. HWY. RESOLUTION #01-05

RESOLVED, by the County Board of **MONTGOMERY** County, that **$684,580.35** is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code during the year ending December 31, 2005 , and be it further

RESOLVED, that the County Engineer/County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further

RESOLVED , that the County Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

APPROVED

Date

Department of Transportation

District Engineer

STATE OF ILLINOIS

MONTGOMERY County, } ss.

I, **SANDY LEITHEISER** County Clerk, in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

MONTGOMERY County, at its Regular meeting held at **HILLSBORO**

on **Tuesday, February 8th, 2005**
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in HILLSBORO in said County, this **8th** day of **February** , **2005**

(SEAL) Sandy Leitheiser County Clerk.

Ms. Sandy Leitheiser, Montgomery County Clerk

BLR 4121 (Rev. 4/03)

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 02-05

USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO. #2 (Oconee Avenue)(Audubon Twp.)(Sec. 22)

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The COUNTY OF MONTGOMERY has petitioned the Montgomery County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of $2,500.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

COUNTY	NAME OF BRIDGE	LOCATION	EST. COST
MONTGOMERY	1005 B-CA	See Attached Map	$2,500.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 8th day of February, AD, 2005.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 8th day of February, AD, 2005.

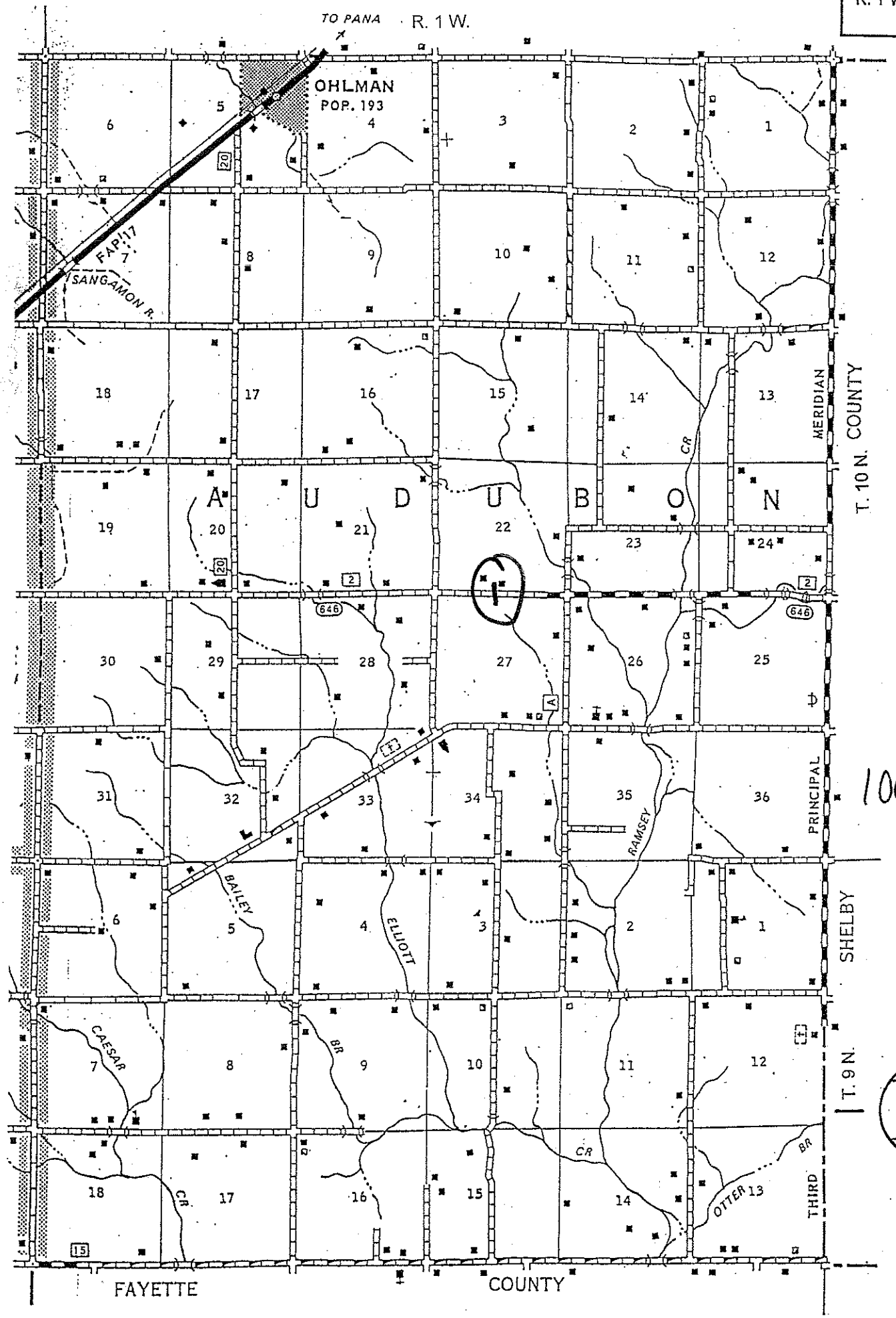
Sandy Leitheiser

SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 100%

BOOK 5 PAGE 160

AUDUBON R. D.
R. 1 W., T. 9 N., T. 10 N.



1005 B-CA

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 03-05

USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO. #3 (Black Diamond Trail)(Bois D'Arc Twp.)(Sec. 7)

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The COUNTY OF MONTGOMERY has petitioned the Montgomery County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of $6,000.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

COUNTY	NAME OF BRIDGE	LOCATION	EST. COST
MONTGOMERY	1006 B-CA Location A & B	See Attached Map	$6,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 8th day of February, AD, 2005.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 8th day of February, AD, 2005.

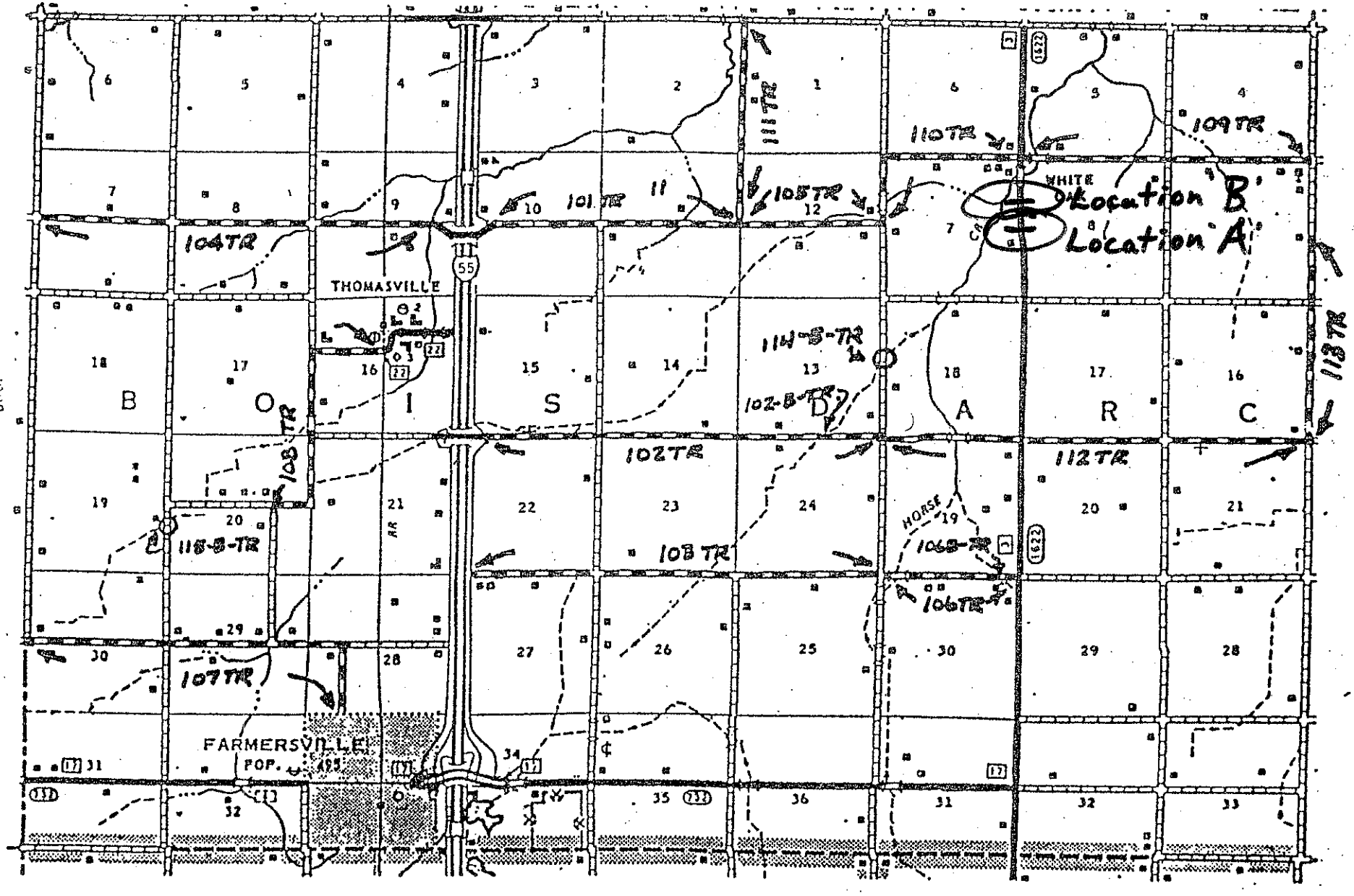
Sandy Leitheiser

SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 100%

BOIS D'ARC
Township
Montgomery County
R-4W & R-5W - T-12N

1006 B-CA



MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 04-05

USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO. #18 (Witt West)(Butler Grove Twp.)(Sec. 1)(Loc. A) & #1 (North Road)(Butler Grove Twp.)(Sec. 11)(Loc. B)

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The COUNTY OF MONTGOMERY has petitioned the Montgomery County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of $15,500.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

COUNTY	NAME OF BRIDGE	LOCATION	EST. COST
MONTGOMERY	1007 B-CA Location A & B	See Attached Map	$15,500.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

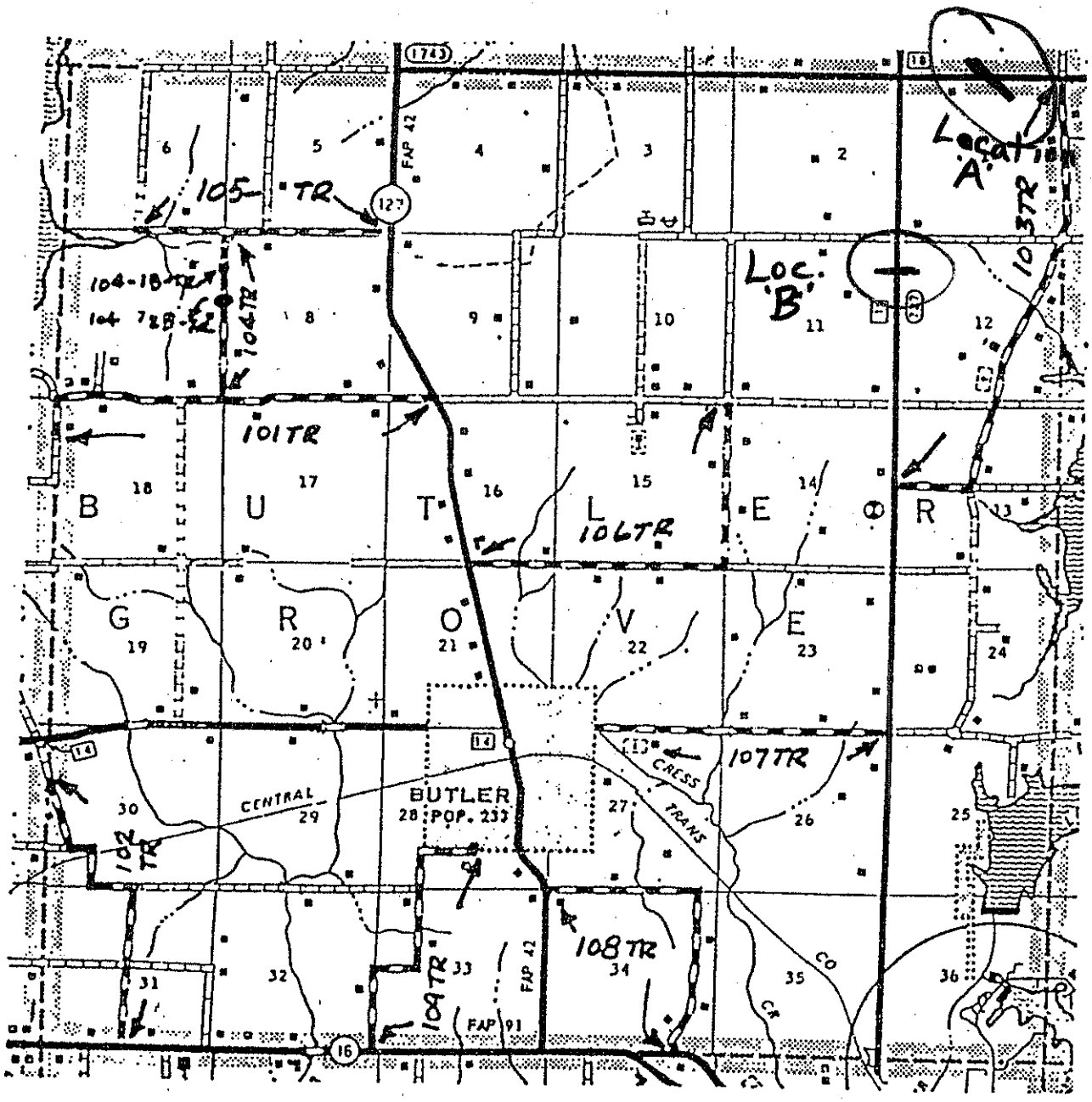
I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 8th day of February, AD, 2005.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 8th day of February, AD, 2005.

Sandy Leitheiser

SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 100%



BUTLER GROVE
Township
Montgomery County
R-4W, Tr9N

1007 B-CA

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 05-05

USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO. #6 (Witt North)(E 19th Road)(Nokomis Twp.)(Sec. 30)

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The COUNTY OF MONTGOMERY has petitioned the Montgomery County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of $5,000.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

COUNTY	NAME OF BRIDGE	LOCATION	EST. COST
MONTGOMERY	1008 B-CA	See Attached Map	$5,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 8th day of February, AD, 2005.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 8th day of February, AD, 2005.

Sandy Leitheiser

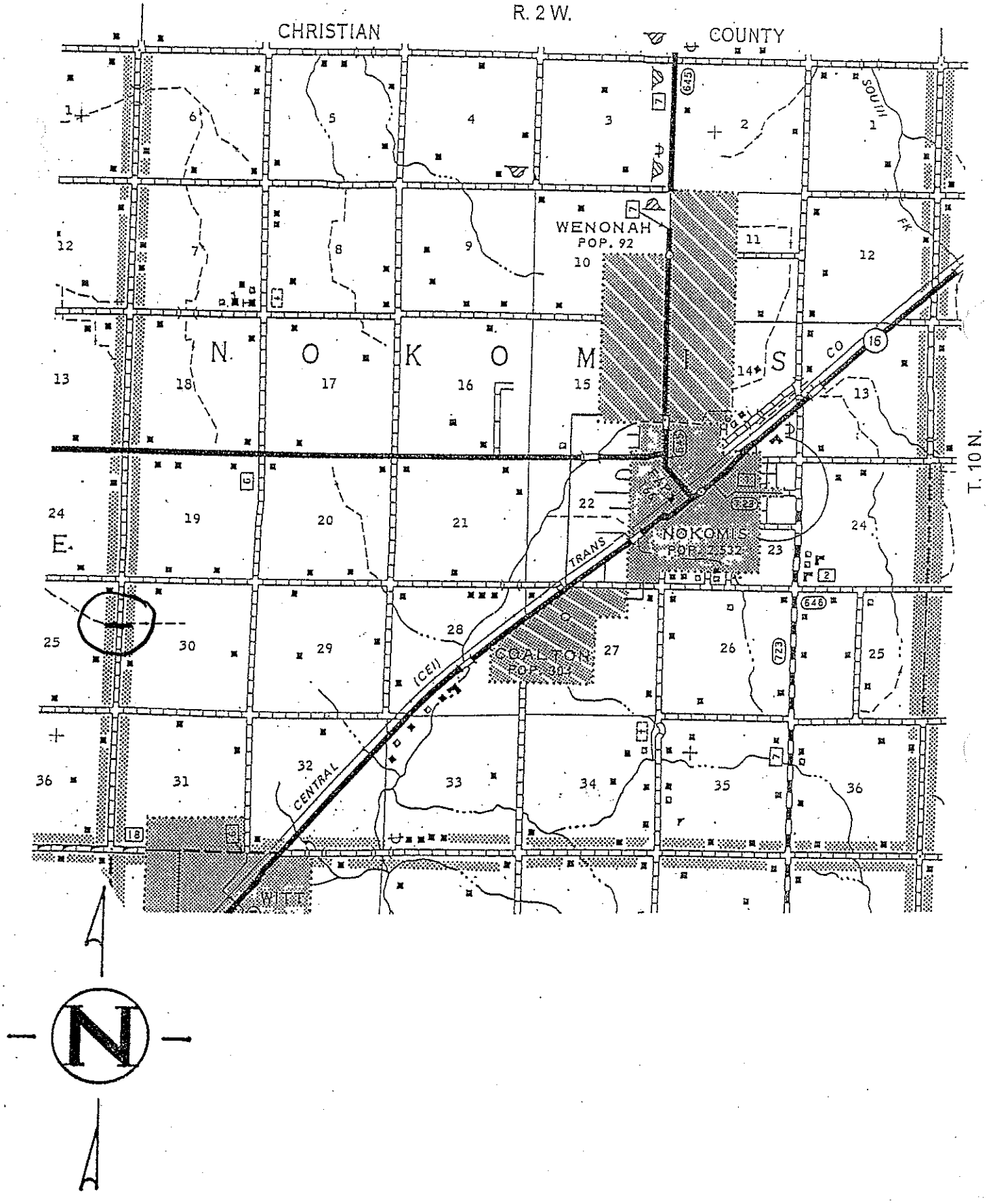
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 100%

BOOK 5 PAGE 166

1008 B-CA

NOKOMIS R. D.
R. 2 W., T. 10 N.



MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 06-05

USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO. #21 (Elevator Road)(Walshville Twp.)(Sec. 23 & Sec. 26)

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The COUNTY OF MONTGOMERY has petitioned the Montgomery County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of $6,000.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

COUNTY	NAME OF BRIDGE	LOCATION	EST. COST
MONTGOMERY	1009 B-CA Location A & B	See Attached Map	$6,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 8th day of February, AD, 2005.

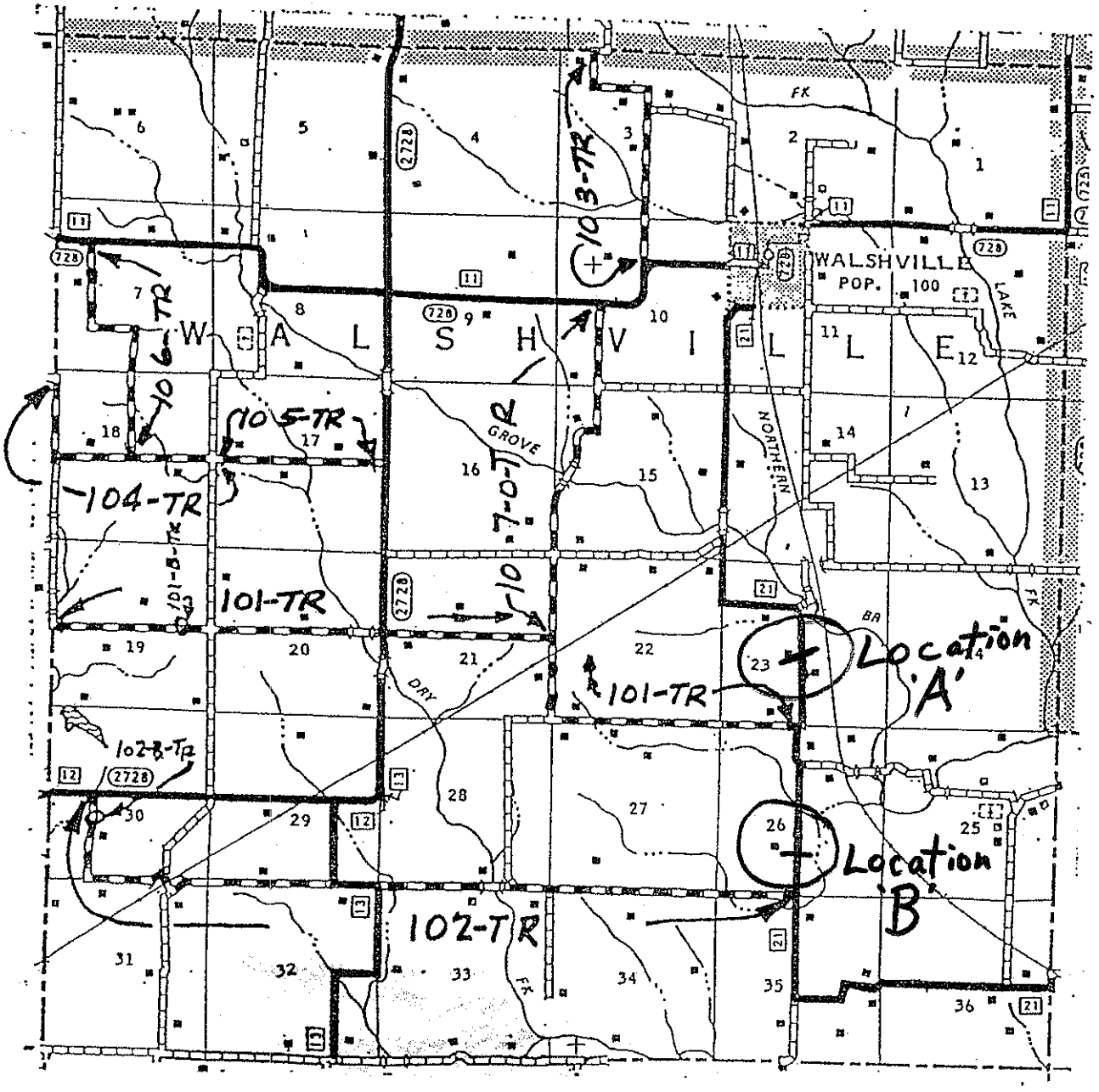
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 8th day of February, AD, 2005.

Sandy Leitheiser

SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 100%

BOOK 5 PAGE 168



WALSHVILLE
Township
Montgomery County
R-5W, T-7N

1009B-CA

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 07-05

USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO. #5 (Irving Road)(Irving Twp.)(Sec. 10)

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The COUNTY OF MONTGOMERY has petitioned the Montgomery County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of $3,000.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

COUNTY	NAME OF BRIDGE	LOCATION	EST. COST
MONTGOMERY	1010 B-CA	See Attached Map	$3,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 8th day of February, AD, 2005.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 8th day of February, AD, 2005.

Sandy Leitheiser

SANDY LEITHEISER, COUNTY CLERK

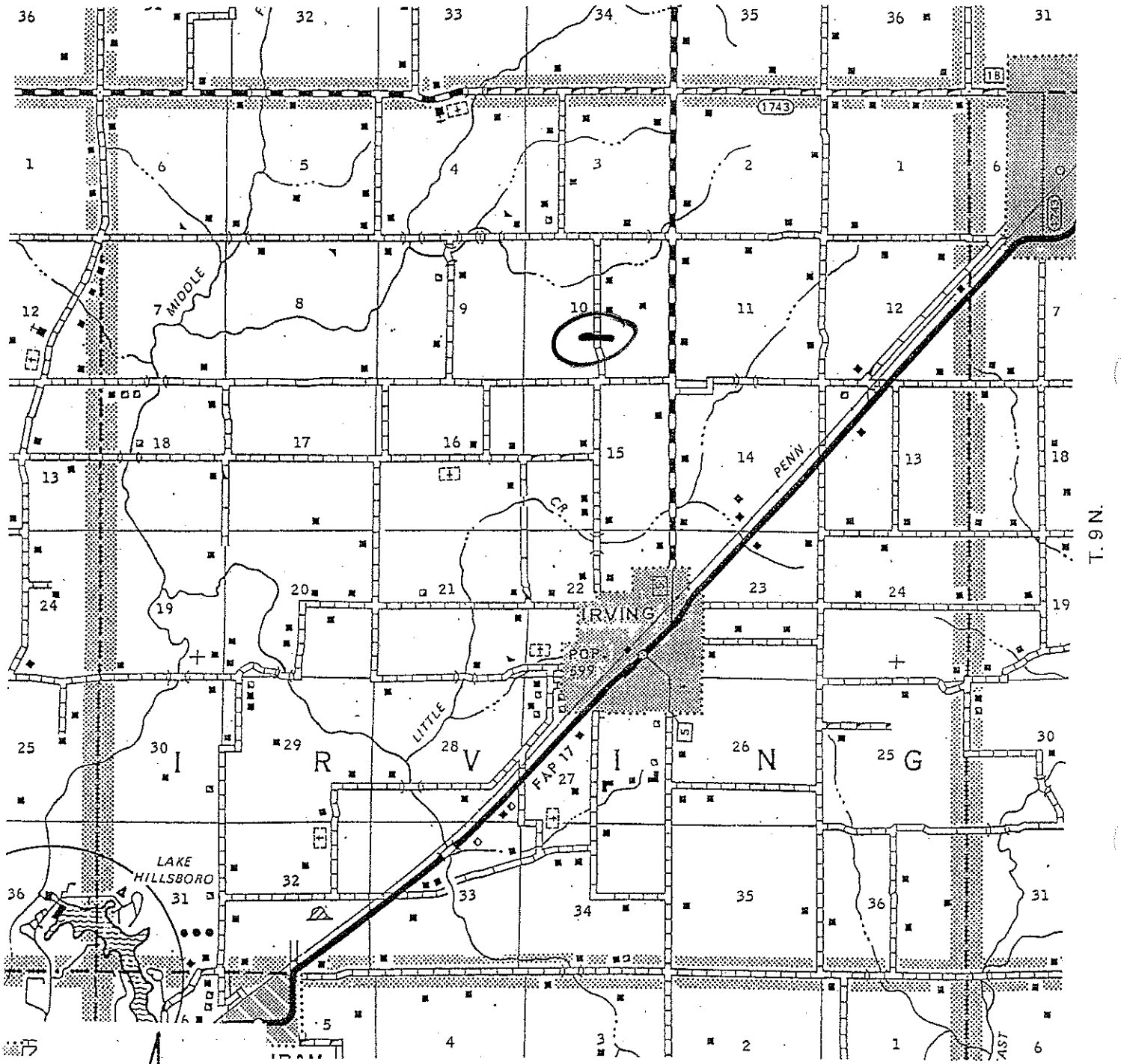
COST BREAKDOWN:
Montgomery County 100%

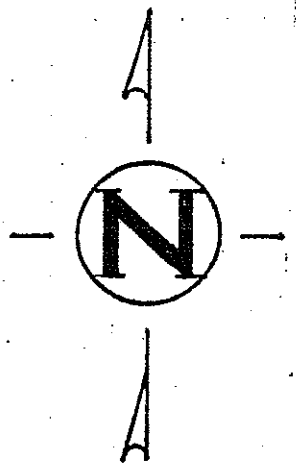
1010 B-CA

BOOK 5 PAGE 170

IRVING R. D.
R. 3 W., T. 9 N.

R. 3 W.





JIM ROBERTS
State's Attorney
Montgomery County Courthouse
120 North Main Street, Rm. 212
Hillsboro, Illinois 62049
(217) 532-9551

MEMORANDUM

TO: Sandy Leitheiser, County Clerk & Recorder;
FROM: Jim Roberts, Montgomery County State's Attorney
DATE: February 3, 2005
RE: Help America Vote Act (HAVA) – Proposed Resolution

Sandy:

I have reviewed the proposed resolution and attachments you sent for my review with regard to the Help America Vote Act (HAVA). As far as I can see the resolution looks fine.

Should you need anything further in this regard, please let me know.

Jim

HELP AMERICA VOTE ACT (HAVA)
MONTGOMERY COUNTY , IL
CERTIFIED OFFICIAL RESOLUTION

Date Enacted: 2/8/2005 Resolution No. 05-01

RESOLVED, that the Montgomery County Board (hereafter "Board"), Montgomery County, IL hereby takes the following actions:

1. The "Board" agrees to apply for and accept funds being held by the Illinois State Board of Elections, which funds were furnished by the United States Government under the provisions of the Help America Vote Act ("HAVA") for the purchase, lease or reimbursement for new voting systems and equipment in compliance with HAVA requirements.

2. The "Board" agrees to take such action as may be necessary to comply with the requirements of the State Board of Elections for the release of such HAVA funds by supplying the State Board of Elections detailed descriptions of equipment previously purchased, to be purchased or to be leased, providing full information about payment amounts and other cost information for such equipment, and upon receipt of such HAVA funds, the "Board" agrees to forward payment to its vendor no later than 30 days following receipt of assistance payment from the State Board of Elections, as required by law.

3. The "Board" agrees to take such action as necessary to be certain that the new voting system(s) does not use punch card or lever machines, and is fully consistent and in compliance with the requirements of the laws described in Section 906 of the Help America Vote Act (Attachment A), will meet the voting system's standards adopted by the Federal Election Commission in May of 2002, and will meet the requirements of Title III Section 301 (Attachment B) by January 1, 2006.

4. The "Board" understands and agrees that equipment purchased by the said jurisdiction from HAVA funds shall become the property of the jurisdiction, not the

State of Illinois. It understands and agrees that all property control and custody responsibilities will be assumed by the "Board."

5. The "Board" further agrees that future costs related to equipment and/or upgrades now being furnished with HAVA assistance (for example: maintenance, repairs, software, upgrades, etc.) are and shall be the sole responsibility of the "Board" and understands that the State of Illinois assumes no liability for HAVA-mandated upgrades of the local jurisdictions.

6. The "Board" agrees to indemnify and hold the State Board of Elections harmless against claims brought against it by the Federal Election Commission, or other agency of the state or federal government, for reimbursement of any monies advanced under the HAVA to this "Board" in the event the "Board" is found guilty of misapplication, misuse or misappropriation of HAVA funds received from the State Board of Elections. The "Board" specifically agrees that in the event of any claim of misapplication, misuse or misappropriation of the funds and demand for reimbursement against this "Board", this "Board" agrees that the State Board of Elections may conduct an audit of the application of the funds received from the State Board of Elections in order to determine whether such funds have actually been misapplied or misappropriated.

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

BOOK 5 PAGE 174

The vote was:

AYES 21

NAYS 0

ABSENT 0

APPROVED BY:

Mike A. Hyuen 2/8/05

Chairman Date

ATTESTED BY:

Sandy Southerland 2/8/05

Secretary Date

(Place Official Seal here)

Attachment A

SEC. 906. NO EFFECT ON OTHER LAWS.

(a) In General.--Except as specifically provided in section 303(b) of this Act with regard to the National Voter Registration Act of 1993 (42 U.S.C. 1973gg et seq.), nothing in this Act may be construed to authorize or require conduct prohibited under any of the following laws, or to supersede, restrict, or limit the application of such laws:

(1) The Voting Rights Act of 1965 (42 U.S.C. 1973 et seq.).

(2) The Voting Accessibility for the Elderly and Handicapped Act (42 U.S.C. 1973ee et seq.).

(3) The Uniformed and Overseas Citizens Absentee Voting Act (42 U.S.C. 1973ff et seq.).

(4) The National Voter Registration Act of 1993 (42 U.S.C. 1973gg et seq.).

(5) The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).

(6) The Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.).

(b) No Effect on Preclearance or Other Requirements Under Voting Rights Act.--The approval by the Administrator or the Commission of a payment or grant application under title I or title II, or any other action taken by the Commission or a State under such title, shall not be considered to have any effect on requirements for preclearance under section 5 of the Voting Rights Act of 1965 (42 U.S.C. 1973c) or any other requirements of such Act.

ATTACHMENT B

SEC. 301. VOTING SYSTEMS STANDARDS.

(a) Requirements.--Each voting system used in an election for Federal office shall meet the following requirements:

(1) In general.--

(A) Except as provided in subparagraph (B), the voting system (including any lever voting system, optical scanning voting system, or direct recording electronic system) shall--

(i) permit the voter to verify (in a private and independent manner) the votes selected by the voter on the ballot before the ballot is cast and counted;

(ii) provide the voter with the opportunity in a private and independent manner) to change the ballot or correct any error before the ballot is cast and counted (including the opportunity to correct the error through the issuance of a replacement ballot if the voter was otherwise unable to change the ballot or correct any error); and

(iii) if the voter selects votes for more than one candidate for a single office--

(I) notify the voter that the voter has selected more than one candidate for a single office on the ballot;

(II) notify the voter before the ballot is cast and counted of the effect of casting multiple votes for the office; and

(III) provide the voter with the opportunity to correct the ballot before the ballot is cast and counted.

(B) A State or jurisdiction that uses a paper ballot voting system, a punch card voting system, or a central count voting system (including mail-in absentee ballots and mail-in ballots), may meet the requirements of subparagraph (A)(iii) by--

(i) establishing a voter education program specific to that voting system that notifies each voter of the effect of casting multiple votes for an office; and

(ii) providing the voter with instructions on how to correct the ballot before it is cast and counted (including instructions on how to correct the error through

the issuance of a replacement ballot if the voter was otherwise unable to change the ballot or correct any error).

C) The voting system shall ensure that any notification required under this paragraph preserves the privacy of the voter and the confidentiality of the ballot.

(2) Audit capacity.--

(A) In general.--The voting system shall produce a record with an audit capacity for such system.

(B) Manual audit capacity.--

(i) The voting system shall produce a permanent paper record with a manual audit capacity for such system.

(ii) The voting system shall provide the voter with an opportunity to change the ballot or correct any error before the permanent paper record is produced.

(iii) The paper record produced under subparagraph (A) shall be available as an official record for any recount conducted with respect to any election in which the system is used.

(3) Accessibility for individuals with disabilities.--The voting system shall--

(A) be accessible for individuals with disabilities, including nonvisual accessibility for the blind and visually impaired, in a manner that provides the same opportunity for access and participation (including privacy and independence) as for other voters;

(B) satisfy the requirement of subparagraph (A) through the use of at least one direct recording electronic voting system or other voting system equipped for individuals with disabilities at each polling place; and

(C) if purchased with funds made available under title II on or after January 1, 2007, meet the voting system standards for disability access (as outlined in this paragraph).

(4) Alternative language accessibility.--The voting system shall provide alternative language accessibility pursuant to the requirements of section 203 of the Voting Rights Act of 1965 (42 U.S.C. 1973aa-1a).

(5) Error rates.--The error rate of the voting system in counting ballots (determined by taking into account only those errors which are attributable to the voting system and not attributable to an act of the voter) shall comply with the error rate standards established under section 3.2.1 of the voting systems standards issued by

the Federal Election Commission which are in effect on the date of the enactment of this Act.

(6) Uniform definition of what constitutes a vote.--Each State shall adopt uniform and nondiscriminatory standards that define what constitutes a vote and what will be counted as a vote for each category of voting system used in the State.

(b) Voting System Defined.--In this section, the term "voting system" means--

(1) the total combination of mechanical, electromechanical, or electronic equipment (including the software, firmware, and documentation required to program, control, and support the equipment) that is used--

(A) to define ballots;

(B) to cast and count votes;

(C) to report or display election results; and

(D) to maintain and produce any audit trail information; and

(2) the practices and associated documentation used--

(A) to identify system components and versions of such components;

(B) to test the system during its development and maintenance;

(C) to maintain records of system errors and defects;

(D) to determine specific system changes to be made to a system after the initial qualification of the system; and

(E) to make available any materials to the voter (such as notices, instructions, forms, or paper ballots).

(c) Construction.--

(1) In general.--Nothing in this section shall be construed to prohibit a State or jurisdiction which used a particular type of voting system in the elections for Federal office held in November 2000 from using the same type of system after the effective date of this section, so long as the system meets or is modified to meet the requirements of this section.

(2) Protection of paper ballot voting systems.--For purposes of subsection (a)(1)(A)(i), the term "verify" may not be defined in a manner that makes it impossible for a paper ballot voting system to meet the requirements of such subsection or to be modified to meet such requirements.

(d) Effective Date.--Each State and jurisdiction shall be required to comply with the requirements of this section on and after January 1, 2006.

BOOK 5 PAGE 180

MONTGOMERY COUNTY RESOLUTION OF SUPPORT OF THE ILLINOIS ROUTE 66 NATIONAL SCENIC BYWAYS NOMINATION

WHEREAS, Montgomery County, Illinois supports the nomination of Illinois Route 66 as a National Scenic Byway and is in favor of Montgomery County's inclusion in the byway corridor as defined by the following description:

- Traveling South on West Frontage Road (County Road 295E) through the county approximately twenty miles passing communities such as Farmersville, Waggoner, Raymond and Litchfield. Continuing on US 66 for 3.3 miles, into Litchfield City limits; travel South on Old US Route 66 (1930-1940 alignment) a total of 6.5 miles intersecting Illinois Route 16 beyond City limits to south rural Litchfield.

WHEREAS, Montgomery County understands that the Illinois statutes regarding outdoor advertising control will apply along the byway corridor and furthermore that only legally permitted advertising will be allowed according to existing law.

WHEREAS, it is further understood that once the byway designation has been received, the erection of new off-premise commercial advertising will be prohibited in the above defined corridor.

NOW THEREFORE BE IT RESOLVED that Montgomery County expresses its full support for the nomination of Illinois Route 66 as a National Scenic Byway and is in favor of Montgomery County's inclusion in the byway corridor.

This Resolution shall be in full force and effect from and after its passage and approval.

PASSED THIS 8th day of Feb, 2005

Mike A. Hawes
Montgomery County Board Chairman

(Seal)

ATTEST: Sandy Southerland
County Clerk

SCENIC BYWAYS AND THE HIGHWAY ADVERTISING CONTROL ACT OF 1971

Pursuant to 23 U.S.C. 131 (s), the Department must ensure that commercial outdoor advertising signs which are erected subsequent to scenic byway designation are in compliance with 23 U.S.C. 131 (c). Outdoor advertising signs allowed under 131 (c) include directional and other official signs and notices, sale or lease signs, on-property (or on-premise) signs and free coffee signs.

All outdoor advertising signs which were legally in existence prior to scenic byway designation are allowed to remain. Scenic byways typically do not include sections of interstate or primary highway that traverse business areas at the time of scenic byway designation. For areas which are "gapped" due to their commercial or industrial (C&I) nature, outdoor advertising structures are allowed to be erected and maintained pursuant to Illinois' Highway Advertising Control Act of 1971 (HACA). These C&I areas are also termed "business areas."

However, the consequences of sections being gapped are that scenic byway status will not be designated in those areas and as a result, no benefits of the program can be realized in those gapped sections. This would include federal funds for marketing of local attractions as well as improvements to travel amenities.

For business areas to exist adjacent to the interstate system, they must have been within incorporated limits of any city, village or town as those limits existed on September 21, 1959 and which are zoned for business; or, within areas which were not zoned but which can demonstrate continuous commercial or industrial use since September 21, 1959. For business areas to exist adjacent to the federal-aid primary system (many of the U.S. and Illinois routes) they need only demonstrate current commercial or industrial zoning; or, in cases where no municipal or county zoning exists, they need only demonstrate their close proximity (within 600') to commercial or industrial activities.

Due to the complexity of the HACA, it is strongly recommended that the Department's signboard control staff be contacted with questions concerning the legal status of an outdoor advertising sign as it relates to scenic byway designation.

Scenic Byway sign control provisions prevent the eraction of any new signs on the interstate and primary system unless the signs are erected in "gapped" areas or unless they fall within certain exempt categories. Exempted sign categories include directional and official signs and notices (religious and service club signs), for sale or lease signs, on-premise signs and free coffee signs.

Picture No. 1: This sign is classified as a for sale or lease sign. Permits are required for signs of this type if they are located adjacent to the interstate system and outside of a "business area." For sale or lease signs can be up to 150 square feet in size, and advertise the sale or lease of the property upon which they are located.

Pictures No. 2: This signs is part of the Directional and Official sign category. While no permits are required for signs of this type, Department approval is necessary. Signs of this type must be erected and maintained by a public officer or agency, and they must be erected within the territorial or zoning jurisdiction of the public officer or agency. This type of sign can be up to 150 square feet, and are subject to certain spacing and lighting criteria. Not pictured are religious and service club notices/ signs. They, too, require prior approval but no permit, and are subject to size criteria.

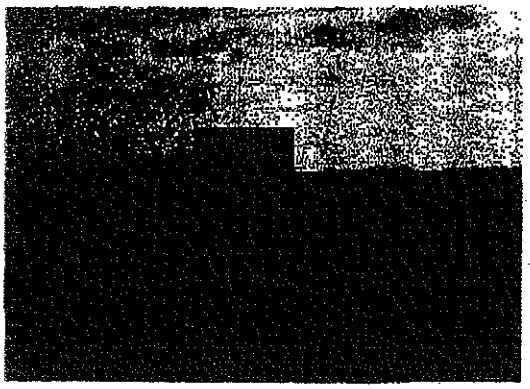
Picture No. 3: This sign is classified as an on-premise sign. It advertises activities conducted on the property upon which it is erected. Permits are required for signs of this type if they are located adjacent to the interstate system and outside of a "business area." Certain size, lighting and spacing criteria apply.

Signs may be erected in "business areas" adjacent to the controlled system. Interstate control criteria is more stringent, and signs visible from both the interstate system and non-interstate controlled system are subject to the more stringent control criteria. A gapped "business area" is available for outdoor advertising signs pursuant to the respective control criteria.

THIS IS THE TYPE OF SIGNAGE THAT WOULD BE PROHIBITED ONCE BYWAY DESIGNATION IS GRANTED.

Picture No. 4: These signs are "business area" signs located adjacent to either the interstate or primary system. Depending upon the population of the county within which they are erected, "business area" signs can range from 800 to 1200 square feet. No two "Business area" signs erected adjacent to the interstate can be spaced less than 500 feet apart. No two "business area" signs erected adjacent to the primary can be spaced less than 500 feet apart outside of outside incorporated municipalities and less than 300 feet apart within incorporated municipalities.

Signs which were erected in non-conforming areas prior to the effective date of the HACA of 1971 are allowed to remain and be maintained until such time as they are destroyed greater than 50%, based upon their uprights. Signs of this type cannot be re-erected unless they meet permit requirements.



Picture No. 5: This sign is a registered non-conforming sign which was erected prior to the effective date of the Highway Advertising Control Act of 1971. Signs of this type are generally referred to as "660" signs.

Farm Bureau Questions & Answers
Finance Committee Meeting -- 3/8/05

Question:

1. **Where is the long-term environmental and economic impact study results on long-wall mining?**

Answer:

- There are no requirements by any regulatory body that we are aware of that would require a long-term environmental and Economic impact study for long-wall mining. This is a well established method in the State, and the impacts are well known, by DNR who permits the mining operations. An environmental impact study is required and will be done prior to the construction of any power plant. In addition, the Department of Natural Resources handbook very adequately addresses issues presented with longwall mining and suggests that the controlled nature of longwall mining subsidence is preferable to room and pillar.

Question:

2. **Approximately 26,000 acres were acquired by the county, in addition to what was obtained from Chevron and Exxon, that county sold to Colt. How and when were these 26,000 acres obtained?**

Answer:

- The Montgomery County Trustee has acquired Coal Right Tax Deeds at various times in past years.
  - **a.** 1998 - 16,700 acres
  - **b.** 1987 - 550 acres
  - **c.** 1975 - 300 acres
  - **d.** 1974 - 6,900 acres

  All property acquired through a County Trustee Tax Deed had to have previously been advertised in local newspapers and offered at Public Auction. At an auction, the County Trustee cannot bid against the public. Because there were no bids from the public at the auction the County acquired the coal rights because of the absence of public bidders.

Question:

3. **Colt Coal Company is a limited liability company. What happens when the majority of coal is mined, profits drawn out of parent company (Cline) and damages are still to be paid? Who will be responsible to the residents of Montgomery County who are still awaiting reimbursement of damages?**

Answer:

- Colt Coal Company, Inc. is the responsible party. Colt will have a $170 to $180 million investment for each mine it builds. Failure to provide support, repair damages or compensate for damages would be the equivalent to abandoning its investment. Here's why: The mine will be operating for many years. All of the assets and potential revenue are subject to claims by persons if Colt should ever fail to protect, repair or compensate for damages under its agreements, or as required by law. Failure to protect, repair or compensate for structures as required by the laws of both the State of Illinois and the federal government would result in notices of violation and if not corrected would eventually result in cessation orders. The results of uncorrected cessation orders are:

a. Closure of all or part of mining operation under order of the IDNR and very large loss to the company. Payment of damages is relatively immaterial to the loss the mine would incur from the closure.

b. Fines against Colt by the regulating agency.
Placement of all Owners and Controllers on the Applicant Violator System (AVS). Should this occur, Colt, any company and all persons who are controlling owners, officers, directors, or responsible managers will be placed on the AVS list and until violation is corrected, will be prevented from receiving any future mining permits any where in the USA. Owners would loose the ability to continue any coal business. Directors and managers would lose the ability to work for Colt or any other company because they would be "permit blocked" and their new employers would also be permit blocked.

d. Persons who knowing and willingly would not protect, repair or compensate for subsidence as provided by regulations also risks personal liability under the State and Federal regulations.

Question:

4. Who and how will determine the property tax value on land and improvements during and after the process should long-wall mining occur?

Answer:

- According to the Illinois Department of Revenue the property tax value on land and improvements during and after the process, should long-wall mining occur, will still remain the responsibility of local township assessors. Assessment would be done by Illinois laws.
- Equalized assessed value for farmland is determined per state statute and would be governed by 35 ILCS 200/10-110 et seq. for guidelines and determinations of factors affecting the same. Usually based upon history of production, gross income, proposed values and other factors)

Question:

5. Why were no public meetings or forums held with regards to the potential of a long-wall mine until after the county executed the agreement?

Answer:

- There have been numerous meetings with regard to the issues of the county coal rights since Colt first contacted the county regarding a lease in 2001. (I assume press coverage when coal rights were obtained from Chevron and Exxon in 1990's) Every committee meeting, Finance, Mines and Minerals, Economic Development or Coordinating and County Board, have all been open to the public and addressed in open sessions. No closed sessions were ever held with regard to any issue. Meeting notices were published as required. The media was present and reported on many of the discussions and issues. (newspaper and radio – some private citizens attended meetings)

- The actual method of coal extraction (longwall versus room and pillar) was presumed and perceived to be largely a matter reserved to be determined between surface owners and the coal company with regard to surface and/or subsidence/surface rights with land owners to the extent the same had not already been done. The County sold/transferred the coal rights "as is" with no representations as to the extent of any surface/subsidence rights attached to any coal rights. County not presume to involve itself in matters left to negotiations between the private citizens (landowners) and the Coal Company. Any prior conveyance/release of surface/subsidence rights were the result of previous negotiations and financial settlement between land owners and coal companies. The surface land owners have always had the control of that issue and the County did not intend to invade that area of private negotiation.

Question:

6. **Why did the county not offer to sell coal rights back to surface landowners as a neighboring county did?**

Answer:

- Montgomery County could not offer to sell the Exxon/Chevron coal rights back to the surface landowners individually without offering those individual coal rights to the whole public. Once it became County property, it also became public property. When the sale of the coal rights was decided it was evident that their monetary value to the whole public was because such a large contiguous area was available.
- Montgomery County has no jurisdiction in a neighboring county. Supposedly, a neighboring county could choose to sell their public property to private individuals, without a bidding process or public participation, until the public objected or someone questioned the action.
- We have no control over what neighboring counties attempt to do. However, in actuality all our neighboring counties are doing the same thing that Montgomery County is doing. Bond County began returning coal rights to the surface owners until an interest was shown and it was deemed the coal rights had an independent value to the county as a whole, then Bond County ceased the return of the coal rights and entered into an identical lease agreement with Colt. They are now negotiating the sale of the rights to Colt, again following our lead.

Question:

7. **Original projections were for 600 additional jobs in the county. Colt Coal has confirmed that it will have nothing to do with the gasification plant/power plant. Those will be done by outside investors and companies. Projected jobs from the coalmines are 170 jobs with those jobs being people already in management positions with the company. Where is the pay off in jobs when even more jobs will be lost due to a reduction in production of agriculture and in the local industry it supports.**

Answer: Question does not reflect the situation

- Colt will have direct control of the mine. It will provide the platform and work very hard to develop the IGCC power plants and the Syngas plants as part of its business plan. Colt will derive profit from the sale of coal to these facilities. It is possible that Colt would develop a coalmine without the addition of an IGCC power plant; however, the absence of onsite IGCC may result in a limited demand for coal from the future Colt operations. A large measure of Colt's financial success will be determined by the presence of the IGCC and Syngas facilities. It may be helpful to think of the coalmine as the basis for an Energy Development Park, much as land is the basis for an industrial park. Colt, like a land developer, has very strong incentives to make sure the Energy Development Park is populated by an IGCC and/or a Syngas facility. The presence of these types of facilities, utilizing our counties vast coal reserves is very important to help reduce future energy prices.
- Each mine will have 170 to 200 employees with a high probability of an IGCC power plant having another 80 to 85 workers. The Syngas development has a reasonable chance of being developed and would employ about 50 workers. The first Mine, IGCC, Syngas complex could employ up to 330 people, with a second one bringing the total to over 600 employees.
- None of the employees for the mine are currently employed by Colt. All employees will be new hires. Colt will be hiring the vast majority of its employees from local citizens. Only a small core of highly qualified, Long-wall experienced managers and technical staff will be hired from outside the area. (Approximately 20 if not available locally)

- Colt believes that very few agriculture jobs will be lost. Except in rare instances near bottomlands, Long-wall mining does not remove agricultural land from production for any material period of time. (Maximum two growing seasons) Surface facilities do require land. Each of the two potential mines will require about 1,000 acres for the mining and about 15 acres per mile of rail construction. 1,100 to 1,200 acres would be a good estimate of the affected lands. Montgomery County has about 688 sections of land (440,000 acres). Each mine would affect only about 0.2% to 0.3% of area of the County. 1,100 to 1,200 acres of good farmland would directly employ 1 to 2 persons in row crop production. The same acreage for an Energy Development project would employ 170 to 330 jobs per location. The coal reserves being acquired by Colt are large enough for two such projects. This does not even consider the additional jobs that would be created as a result of the industry.

BOOK 5 PAGE 188

MONTGOMERY COUNTY, ILLINOIS

Selected Financial Information
for
Presentation to
Montgomery County Board

November 30, 2004

MONTGOMERY COUNTY, ILLINOIS

Selected Financial Information
November 30, 2004

Assessed Valuation

- 1994	$ 225,022,440
- 1995	$ 239,779,243
- 1996	$ 251,054,944
- 1997	$ 258,054,338
- 1998	$ 273,000,224
- 1999	$ 284,721,319
- 2000	$ 287,958,125
- 2001	$ 299,539,384
- 2002	$ 303,494,475
- 2003	$ 315,341,739

General Fund

Excess (deficiency) of revenues over expenditures

11/30/95	$ (79,289)	
11/30/96	$ 191,449	
11/30/97	$ 211,940	
11/30/98	$ 241,086	
11/30/99	$ 125,982	(Does not include transfer from PBC of $316,328)
11/30/00	$ 374,168	
11/30/01	$ (64,953)	
11/30/02	$ (496,972)	
11/30/03	$ (202,999)	
11/30/04	$ 440,441	

MONTGOMERY COUNTY, ILLINOIS

Selected Financial Information
November 30, 2004

General Fund

	2004		2003	
Revenues:				
Property taxes	$ 696,900	15.56%	$ 657,656	15.94%
Interest and costs	40,707	.91	124,818	3.02
Sales taxes	865,119	19.32	874,900	21.20
Income	652,240	14.56	624,962	15.14
Replacement, inheritance and real estate	171,317	3.83	155,525	3.77
Fines and fees	1,309,158	29.23	1,083,067	26.24
Miscellaneous	135,552	3.03	162,594	3.94
Reimbursed expenses	607,370	13.56	443,543	10.75
	$ 4,478,363	100.00%	$ 4,127,065	100.00%
Expenditures:				
General	$ 276,244	6.36%	$ 341,032	7.70%
County Clerk	189,212	4.36	190,286	4.30
Treasurer	179,033	4.12	186,145	4.20
Coroner	66,667	1.54	78,660	1.77
Regional Superintendent	49,027	1.13	47,377	1.07
Supervisor of Assessments	201,093	4.63	172,956	3.90
Board of Review	41,259	.95	30,635	1.00
County Board	89,709	2.07	94,328	2.13
Information system	77,025	1.77	66,990	1.50
Election	128,320	2.96	73,271	1.65
General administration	430,581	9.92	714,804	16.12
Judges	14,202	.33	11,178	-
State's Attorney	349,212	8.04	354,999	8.00
Circuit Clerk	233,395	5.38	242,387	5.47
Probation	222,473	5.12	228,094	5.14
Public Defender	82,691	1.90	77,179	1.74
Jury	139,505	3.21	97,758	2.20
Sheriff	1,388,979	31.99	1,274,932	28.76
Emergency Services	68,373	1.57	47,236	1.06
Ambulance	43,286	1.00	37,963	1.00
Animal Control	21,960	.51	7,158	-
Drug Task Force	42,464	.98	57,178	1.29
Public Building Commission	-	-	662	-
Economic and infrastructure development	6,674	.16	-	-
	$ 4,341,384	$ 100.00%	$ 4,433,208	100.00%
Excess (deficiency) of revenues over expenditures	136,979		(306,143)	
Transfer and other	303,462		103,144	
Net	$ 440,441		$ (202,999)	
Fund Balance	$ 2,777,658		$ 2,337,217	

MONTGOMERY COUNTY, ILLINOIS

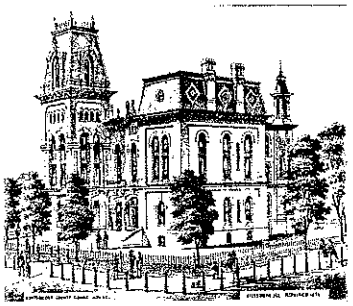
Selected Financial Information
November 30, 2004

Public Health

	2004		2003	
Revenues:				
Taxes	$ 331,460	14.42%	$ 313,673	13.91%
Fees and miscellaneous	374,239	16.29	339,441	15.06
Intergovernmental	1,579,161	68.71	1,580,465	70.11
Interest	13,445	.58	20,780	.92
	$ 2,298,305	100.00%	$ 2,254,359	100.00%
Expenditures (Excluding Capital Outlay)	$ 1,985,277		$ 2,382,630	

County Highway

Revenues	$ 1,614,430		$ 1,634,981
Expenditures	1,247,436		1,538,895
	$ 366,994		$ 96,086



Montgomery County
Geographic Information System
#1 Old Courthouse Sq.
Hillsboro, IL 62049
Phone: (217) 532-9582
Fax: (217) 532-9585

LICENSE AGREEMENT

Montgomery County produced or co-produced digital geographic data are copyrighted original works. They are licensed for use. Montgomery County hereby grants _____ (Name of Licensee, herein referred to as Licensee), a license to use this data as described in this license agreement. Licensee agrees to pay fees for licensing and products as determined by the County. The Licensee must also agree to both the 'Statement of Liability' and the 'Disclaimer'. Evidence of a signature on behalf of the Licensee shall constitute full and total agreement with said 'Statement of Liability' and Disclaimer'. This agreement supersedes all previous agreements, either written or oral.

PROTECTION OF PROPRIETARY RIGHTS:

Reproduction, modification, or redistribution of digital datasets or any other products licensed or purchased from the County, or which may be derived there from, outside of licensee's organization or entity is expressly forbidden. The only exception is redistribution to consultants working for the licensee, and then only for those purposes directly related to work for the Licensee. Such consultants may not further reproduce, modify, or redistribute these datasets. None of these datasets shall be electronically duplicated on magnetic or optical media for use by others, in whole or in part, without the expressed, written permission of Montgomery County.

CREDITS:

Any hardcopies utilizing Montgomery County datasets shall clearly indicate their source. The Licensee specifically agrees not to misrepresent Montgomery County datasets, nor to imply that changes they made were approved by Montgomery County.

UPDATES:

Data is distributed 'as is' on a one time basis. Montgomery County is under no obligation to inform the Licensee of alterations, accuracy errors discovered, or alterations. Revisions may be provided at the sole discretion of Montgomery County.

DATA DISTRIBUTION:

All data is distributed on CD-ROM. Digital vector is distributed in Tiff file or other format as mutually agreed to by the County and Licensee. CAD data is distributed in AutoCAD or other format as mutually agreed to by the County and Licensee.

COST:

The cost will be as follows;
$ 64 per full tile
$ 32 per ½ tile
$ 16 per ¼ tile
All 117 tiles $3500

A full tile consisting of @ 4500 acres or @ 7 square mile.

Statement of Liability

The Licensee agrees that it will at all times indemnify and hold the County and its officers and employees harmless and free and clear of any liability arising from any act of omission or commission of the Licensee with respect to this License Agreement and any terms thereof.

The Geographic Information Systems (GIS) data made available under the terms of this License was produced or co produced by Montgomery County. The maps and data are made available solely for informational purposes.

BE ADVISED THAT THERE MAY BE ERRORS IN THE MAPS OR DATA. THE MAPS OR DATA MAY BE OUTDATED, AND/OR INACCURATE. THE MAPS OR DATA MAY NOT BE SUITABLE FOR YOUR PARTICULAR USE. THE BURDEN FOR DETERMINING FITNESS OF USE RESTS ENTIRELY WITH THE LICENSEE.

DISCLAIMER

This GIS data, identified by the voucher attached hereto, is made available on the condition that the Licensee agrees that Montgomery County and its co-producers shall not be liable for tangible or intangible loss or damage of any kind, which includes physical injury, death, property damage, economic loss or consequential damages that might arise from any errors, inaccuracies or omissions in the GIS data, even if such errors, inaccuracies or omissions are attributable in whole or in part to negligence or failure to use due care in obtaining or presenting the GIS data. By using GIS data, you, the Licensee, accept this limitation on liability and shall hold Montgomery County harmless.

The Montgomery County makes no warranty, representation, or guarantee of any kind regarding either any maps or other information provided or the sources of such maps or other information. The Montgomery County specifically disclaims all representations or warranties, express or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. The Montgomery County assumes no liability either for any errors, omissions, or inaccuracies in the information provided regardless of the cause of such, or for any decision made, action taken, or action not taken by the user in reliance upon any maps or information provided herein.

By my signature below, I certify that I have read and understand the information contained in this License Agreement and will adhere to its limits and restrictions.

_____
(Name of Licensee)

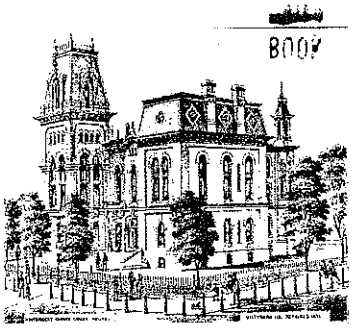
_____
(Address)

_____
(City, State, Zip Code)

_____
(Phone Number)

By: _____
(Relationship to the Licensee)

Dated this _____ day of _____, 2005



BOOK 5 PAGE 194

INTERGOVERNMENTAL AGREEMENT
BETWEEN
MONTGOMERY COUNTY
AND
CITY OF _____

This agreement is entered into by and between the County of Montgomery, a unit of local government in the State of Illinois, acting through its County Board, hereinafter referred to as the County, and the City of _____, a unit of local government in the State of Illinois, acting through its Mayor and City Council, hereinafter referred to as the City.

WITNESSETH

WHEREAS, the County of Montgomery, State of Illinois, and the City of _____, County of Montgomery, State of Illinois, a municipality, are non-home rule units of government provided by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, and therefore have authority to enter into Intergovernmental Agreements with other governmental bodies; and

WHEREAS, the County has determined the need for the implementation for a coordinated countywide Geographic Information System (GIS) and have entered into an agreement with Bruce Harris & Associates for cadastral mapping, digital orthophotography, and an interactive computer graphics database; and

WHEREAS, the County is the logical entity to serve as lead agency for a countywide GIS system, and all agencies within Montgomery County could receive benefits if all GIS data of the various agencies were compatible; and

WHEREAS, the City wishes to use and participate in the use of the basemap GIS data and digital orthophotography of Montgomery County;

NOW, THEREFORE, in consideration of the mutual agreements hereinafter made, the recitals of fact herein above set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The County agrees to license to and cooperate with the City in the use, during the term of this Agreement, of the County's GIS database for the interactive computer graphics of the cadastral land data and digital orthophotographs. The GIS database will be a digital base map, digital aerial photography and a database that will include owner's name and address, tax code, legal description, Parcel Identification Number (PIN) and a tax code table.

2. The City agrees that Montgomery County GIS data or products shall be used during the term of this Agreement for governmental purposes only, and that the City shall not sell, transfer, or otherwise provide or publish said data or products obtained through this Agreement to any other agency, person, corporation, or entity other than City departments, without the express written consent and/or agreement of the County. The City shall not sell or provide the data to governmental, private, or commercial entities, which in turn could potentially profit from the data, except that the City may provide information for purposes of regulatory compliance or ordinal enforcement regarding individual parcels to entities with which the City contracts for said purposes.

3. In consideration of said use, the City agrees to pay the County, unless waiver agreement exists, as an annual license fee, the sum of Fifty Cents ($.50) per parcel. The license fee will be subject to a Five Percent (5%) increase for each subsequent year. In addition to the license fee, a one-time setup fee of Four Hundred and 00/100 Dollars ($400.00) will be paid to Bruce Harris & Associates to cover their cost for processing the initial startup.

4. The County assumes no responsibility as to the accuracy of the information contained in the database or to any modifications made by the City in the course of the City's use of the product. All information will be provided to the City on an as-is basis, with no guarantee of accuracy, completeness, or currency. Maps are built from City, County, State and/or Federal records, the accuracy of which is not guaranteed. Any map generated, which is sold pursuant to this Agreement, shall have a disclaimer which shall provide, in pertinent part, as follows: "There is no guarantee of accuracy, completeness, or currency on this map. This map is not intended to replace an accurate survey on any parcel depicted herein."

5. In providing data (or access to it), the County assumes no obligation to assist the City in the us e data, or in the development, use or maintenance of any applications applied to the data.

6. These parties agree that the County shall have no responsibility to provide any computer hardware and/or software to the City, or provide training to the City for use of the data.

7. The County shall maintain the cadastral parcel base map. The County may incorporate all City-created data into the County's database. The County shall coordinate uniform mapping standards used in modification to the base map. Any data created by the City using the County's GIS data shall be delivered to the County annually.

8. The County intends to distribute updated base maps annually , or as soon thereafter as practicable, but only as often as a significant number of changes are made to the database. At which time the municipality will deliver their updated data.

9. The County and the City will enter into a License Agreement and will cause it, upon acceptance, to be attached to and made a part of this Agreement, and its terms and conditions are incorporated into this Intergovernmental Agreement by this reference.

10. This Agreement shall terminate at the end of three (3) years from the anniversary date as noted below, provided that the City gives written notice of intent to terminate at least thirty (30) days prior thereto. Upon termination, the City shall return to the County the database, along with any copies, upgrades, modifications, and changes, all of which shall become property of the County. This Agreement is renewable upon mutual agreement of the parties.

This Agreement is adopted and set in force on _____, 2005, by:

MONTGOMERY COUNTY, ILLINOIS

_____
Chairman, County Board

CITY OF _____, ILLINOIS

_____
Mayor

ATTEST:

_____
Montgomery County Clerk

_____
City Clerk

Ownership

This License Agreement does not constitute a transfer of title or interest in the database. Any portion of the database that is modified or merged into another computer file or program by the Licensee, or is integrated with other programs or data to form derivative products, shall continue to be subject to the provisions of this License Agreement. The County retains ownership of the database and all such portions.

Licensee Generated Data

The County reserves the right to incorporate any Licensee created data into the County's database.

Copyright

All publications using any part of the County GIS database for release to the public or others outside the Licensee's organization must include the notices hereinafter set forth. Such publications include all paper or film plots made using the copyrighted files and reports, or derivative works, except those that are working copies and which are not released outside the Licensee's organization.

"Montgomery County GIS
Copyrighted by Montgomery County"

Upon notification of any changes in copyright requirements, the Licensee will make said changes to all subsequent maps or reports, as required, and recopyright the appropriate map information.

Distribution of the Montgomery County Database

The database is to be solely retained by the Licensee. In no instance is the database to be sold, leased, copied, loaned, or transferred, in whole or part to other public agencies, private individuals, private firms, or not-for-profit entities. Any Freedom of Information Law request associated with the use of the Montgomery County database must be authorized by the County.

Should the Licensee utilize the services of a consultant, said consultant must execute a separate agreement with the County prior to receiving any copies of the licensed data.

Usage of the Montgomery County Database

The Licensee agrees to use data from the County's system solely for the purpose defined in their request for use. Under no circumstances is information from the County system to be used for any other function or purpose within the Licensee's organization.

Term of License Agreement

This License Agreement is effective from the date it is accepted by all parties and will remain in effect until completion of Licensee's contracted activity, or until this License Agreement is terminated by the County, the contracting organization, or the Licensee, pursuant to the notice provisions set out in the Intergovernmental Agreement.

Limitation of Liability

The Licensee agrees that it will, at all times, indemnify and hold the County and its officers and employees harmless and free and clear of any liability arising from any act of omission or commission of the Licensee with respect to this License Agreement and any terms thereof.

The County assumes no responsibility as to the accuracy of the database or modifications made in the course of the use of the product. All information will be provided on an as-is basis, with no guarantee of accuracy, completeness, or currency. Maps are built from City, State, and/or Federal records, the accuracy of which is not guaranteed. Any map generated, which is sold pursuant to this Agreement, shall have a disclaimer which shall provide in pertinent part as follows: "There is no guarantee of accuracy, completeness, or currency on this map. This map is not intended to replace an accurate survey on any parcel depicted herein."

Termination

This License Agreement may be terminated by any party, upon thirty (30) days written notice to the other parties. Upon termination, the Licensee must cease use of all licensed data and return the data and any copies to the County.

Assignment

This License Agreement may not be assigned, transferred, or in any way disposed of by the Licensee without first having obtained written approval from the County.

This Agreement is adopted and set in force on _____, 2005, by:

MONTGOMERY COUNTY, ILLINOIS

_____
Chairman, County Board

ATTEST:

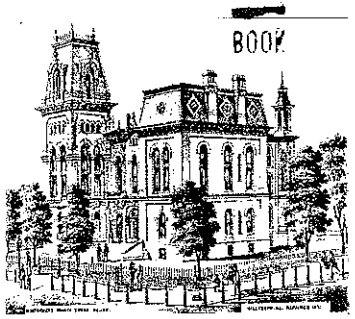
_____
Montgomery County Clerk

CITY OF _____, ILLINOIS

_____
Mayor

_____
City Clerk

BOOK 5 PAGE 198



INTERGOVERNMENTAL WAIVER OF FEES
BETWEEN
MONTGOMERY COUNTY
AND
CITY OF _____

This agreement is entered into by and between the County of Montgomery, a unit of local government in the State of Illinois, acting through its County Board, hereinafter referred to as the County, and the City of _____, a unit of local government in the State of Illinois, acting through its Mayor and City Council, hereinafter referred to as the City.

WITNESSETH

WHEREAS, the County of Montgomery, State of Illinois, and the City of _____, County of Montgomery, State of Illinois, a municipality, are non-home rule units of government provided by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, and therefore have authority to enter into Intergovernmental Agreements with other governmental bodies; and

WHEREAS, the City has agreed to participate in the Montgomery County Economic Development Corporation, the County agrees to waive all fees due to County for parcels up to one and a half miles around the City Limits, for the period of one year. This does not include fees due to Bruce Harris & Associates.

Termination

Should the city decide not to participate in the Montgomery County Economic Development Corporation, this waiver will not be renewed and all fees will be due.

Assignment

This License Agreement may not be assigned, transferred, or in any way disposed of by the Licensee without first having obtained written approval from the County.

This Agreement is adopted and set in force on _____, 2005, by:

MONTGOMERY COUNTY, ILLINOIS

_____
Chairman, County Board

CITY OF _____, ILLINOIS

_____
Mayor

ATTEST:

_____
Montgomery County Clerk

_____
City Clerk

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 08-05

RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of FILLMORE has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of FILLMORE of Montgomery County has agreed to pay an amount of $14,000.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

ROAD DISTRICT	NAME OF BRIDGE	LOCATION	EST. COST
FILLMORE	1011 B-CA,	See Attached Map	$28,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 8th day of March, AD, 2005.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 8th day of March, AD, 2005.

Sandy Leitheiser
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

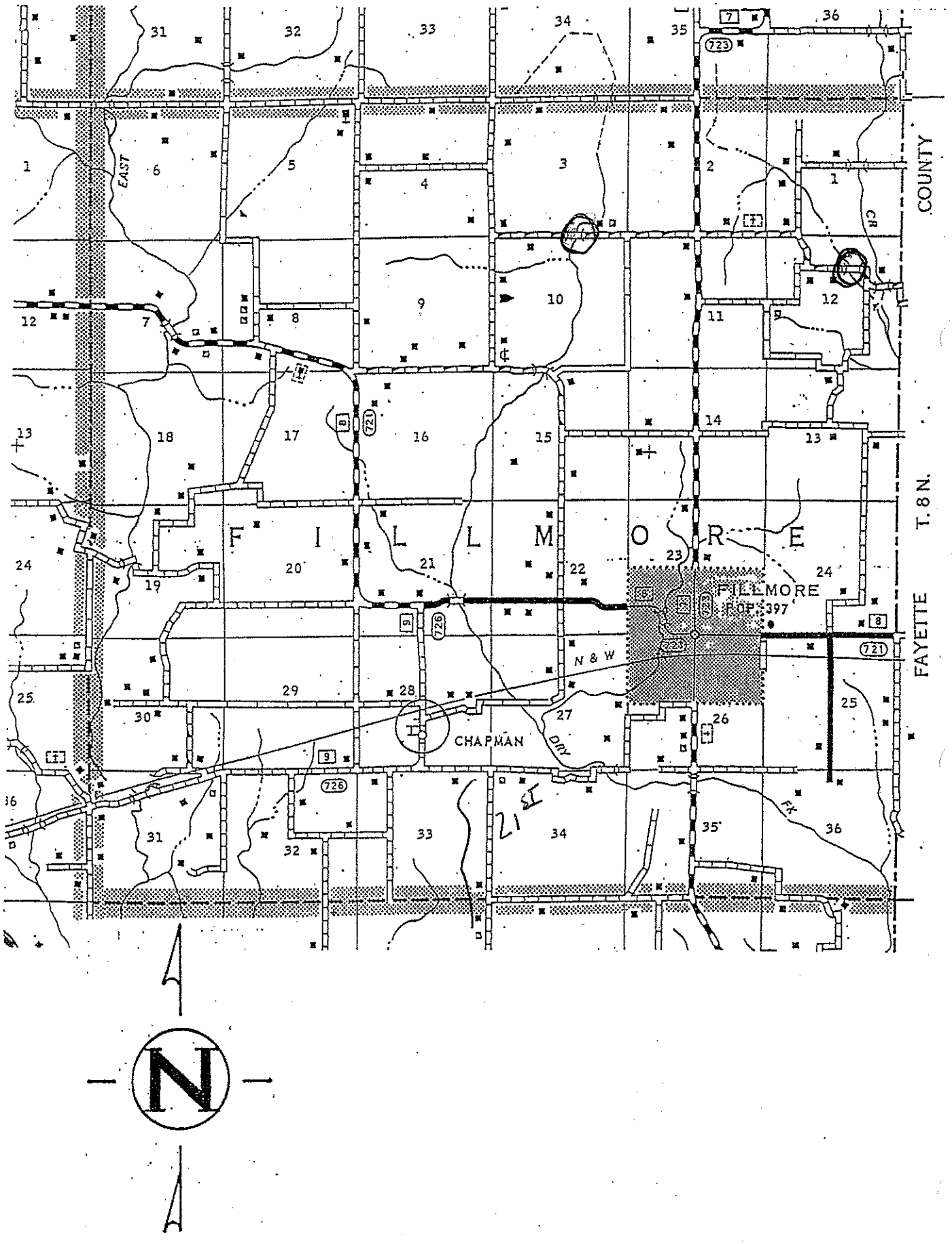
Montgomery County	50%
Fillmore	50%

BOOK 5 PAGE 200

(1) Oak Lane - Pipe Culvert Existing
(1) 21st — Pipe. Existing

FILLMORE R. D.
R. 2 W., T. - 2 W

R. 2 W.



BOOK 5 PAGE 201

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 09-05

RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of FILLMORE has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of FILLMORE of Montgomery County has agreed to pay an amount of $3,000.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

ROAD DISTRICT	NAME OF BRIDGE	LOCATION	EST. COST
FILLMORE	1012 B-CA,	See Attached Map	$6,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 8th day of March, AD, 2005.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 8th day of March, AD, 2005.

Sandy Leitheiser

SANDY LEITHEISER, COUNTY CLERK

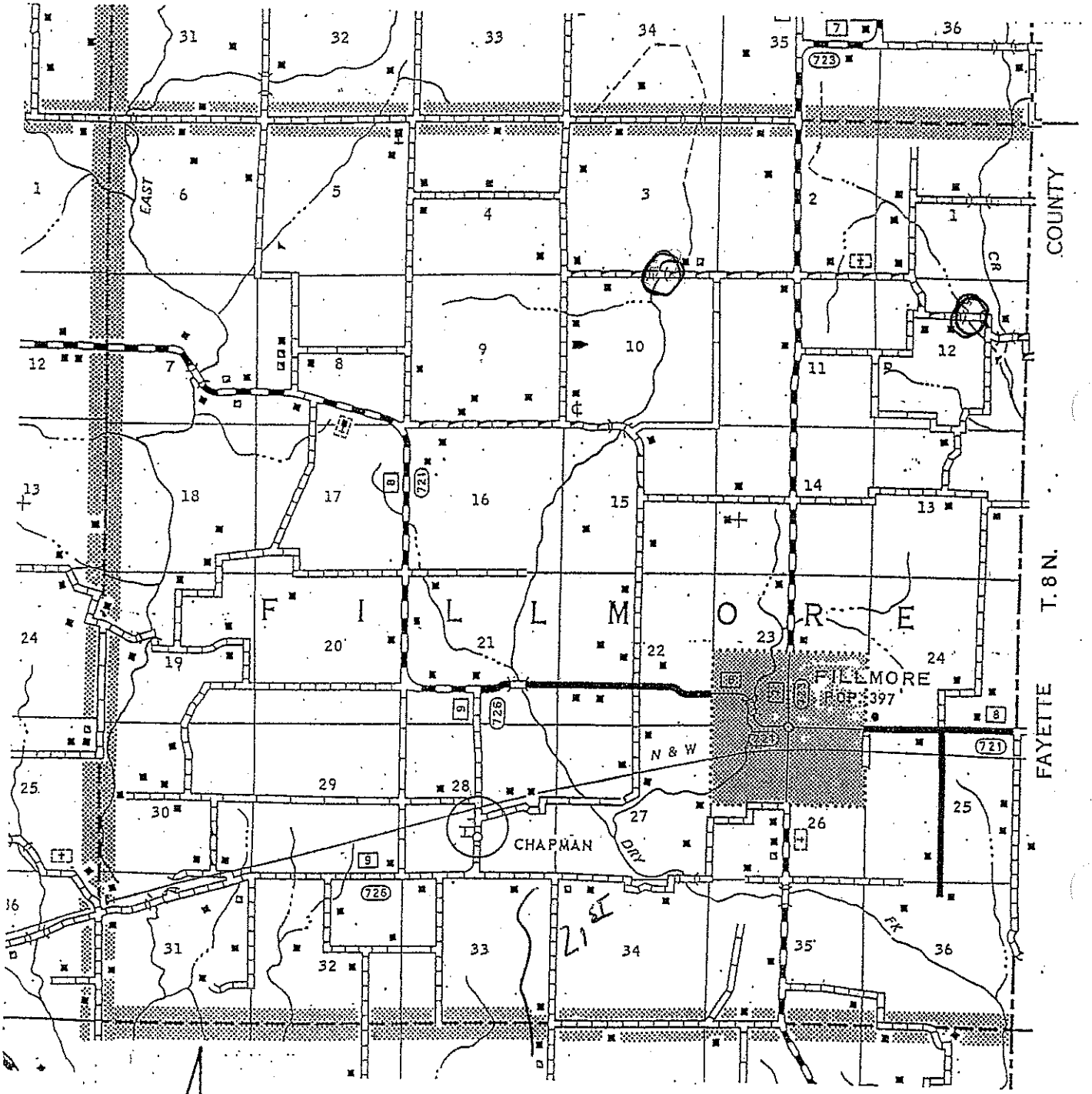
COST BREAKDOWN:

Montgomery County	50%
Fillmore	50%

BOOK 5 PAGE 202 (1) Oak Lane - Pipe Culvert Existing
(1) 21st — Pipe. Existing

FILLMORE R. D.
R. 2 W., T. - 2 W

R. 2 W.



MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 10-05

RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of NOKOMIS has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of NOKOMIS of Montgomery County has agreed to pay an amount of $3,000.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

ROAD DISTRICT	NAME OF BRIDGE	LOCATION	EST. COST
NOKOMIS	1013 B-CA, Location A & B	See Attached Map	$6,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 8th day of March, AD, 2005.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 8th day of March, AD, 2005.

Sandy Leitheiser

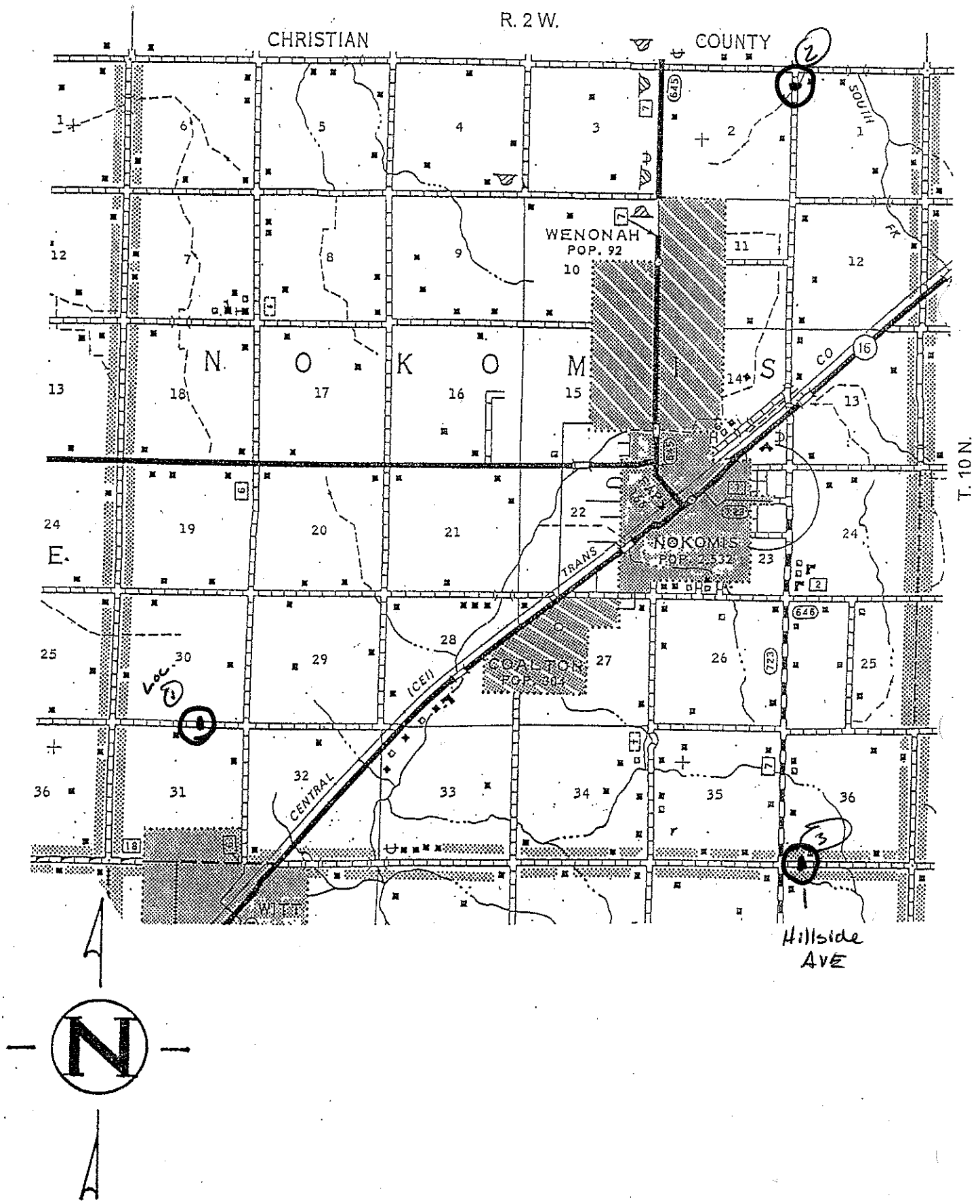
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

Montgomery County	50%
Nokomis	50%

BOOK 5 PAGE 204

NOKOMIS R. D.
R. 2 W., T. 10 N.



BOOK 5 PAGE 205

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 11-05

RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of RAYMOND has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of RAYMOND of Montgomery County has agreed to pay an amount of $4,100.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

ROAD DISTRICT	NAME OF BRIDGE	LOCATION	EST. COST
RAYMOND	1014 B-CA,	See Attached Map	$8,200.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 8th day of March, AD, 2005.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 8th day of March, AD, 2005.

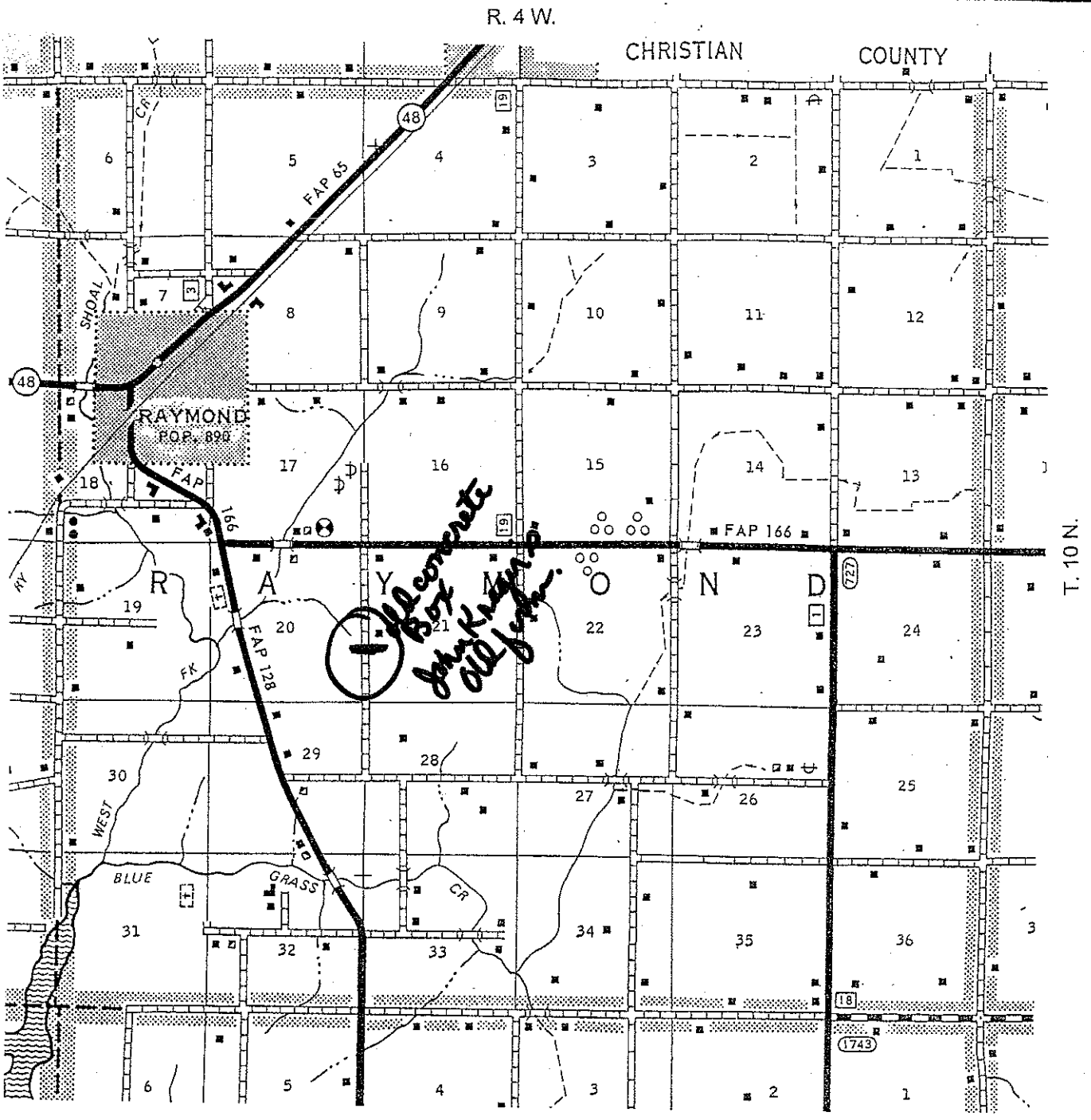
Sandy Leitheiser

SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

Montgomery County	**50%**
Raymond	**50%**

RAYMOND R. D.
R. 4 W., T. 10 N.



6' x 12' x 72' 15' ~~wide~~ Approx Long
H W

Bottom gone
No cover on top
Can drop flow line 1'
Lots of area drained

Not enough cover for Arch Pipe
May have to look at Box.
Stream runs from SE to NW
Drop Box 60' Approx up stream

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 12-05

RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of WITT has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of WITT of Montgomery County has agreed to pay an amount of $2,800.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

ROAD DISTRICT	NAME OF BRIDGE	LOCATION	EST. COST
WITT	1015 B-CA, Location A & B	See Attached Map	$5,600.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 8th day of March, AD, 2005.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 8th day of March, AD, 2005.

Sandy Leitheiser

SANDY LEITHEISER, COUNTY CLERK

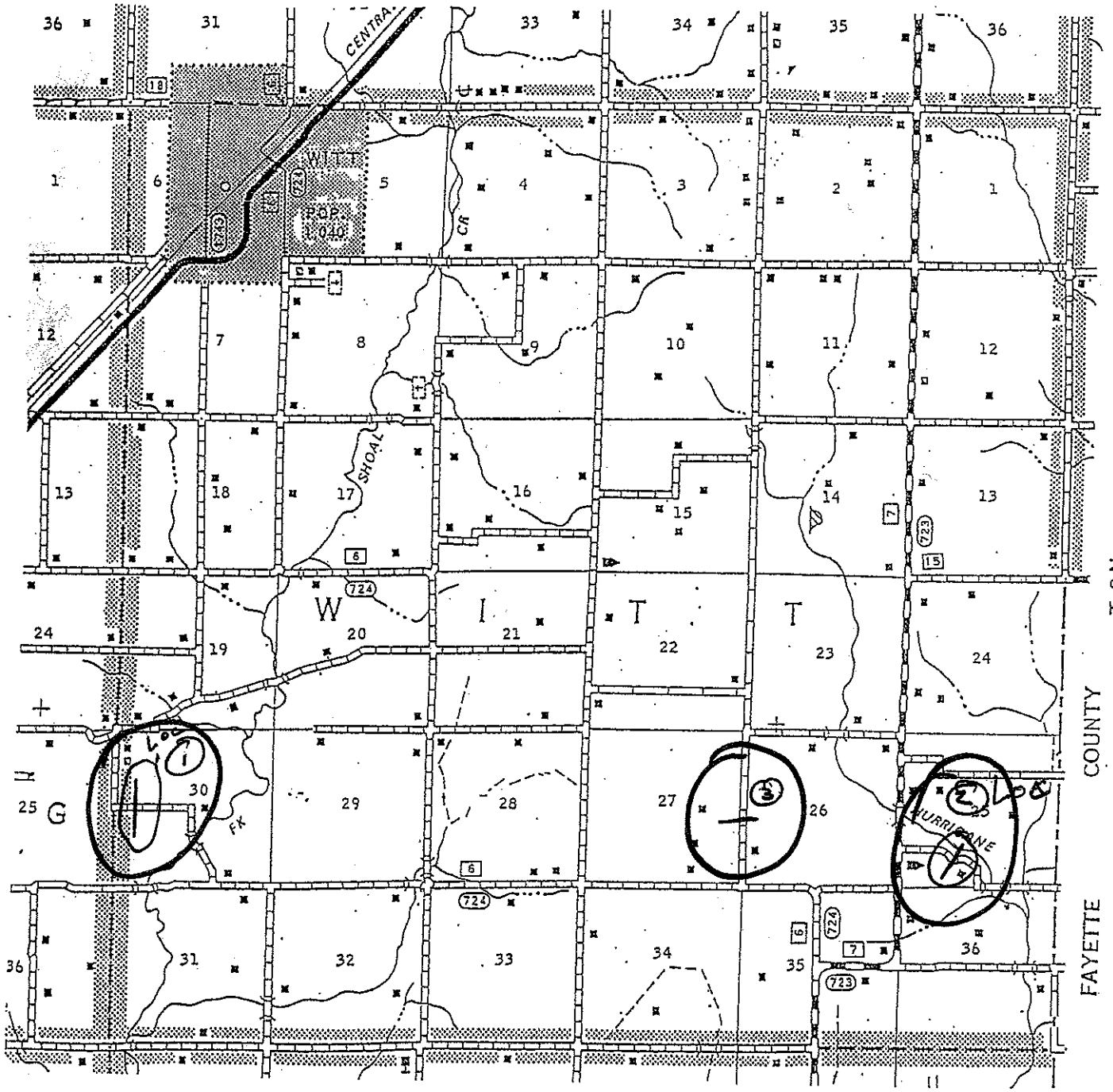
COST BREAKDOWN:

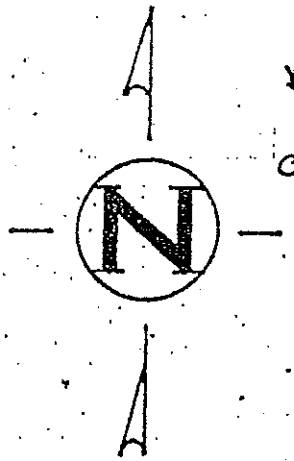
Montgomery County	**50%**
Witt	**50%**

BOOK 5 PAGE 208

WITT R. D.
R. 2 W., T. 9 N.

R. 2 W.





DO #1

check #2

#3 on DIRT ROAD

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 13-05

USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO. #11 (Walshville Trail)(Grisham Twp.)(Sec. 6)

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The COUNTY OF MONTGOMERY has petitioned the Montgomery County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of $3,500.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

COUNTY	NAME OF BRIDGE	LOCATION	EST. COST
MONTGOMERY	1016 B-CA	See Attached Map	$3,500.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 8th day of March, AD, 2005.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 8th day of March, AD, 2005.

Sandy Leitheiser

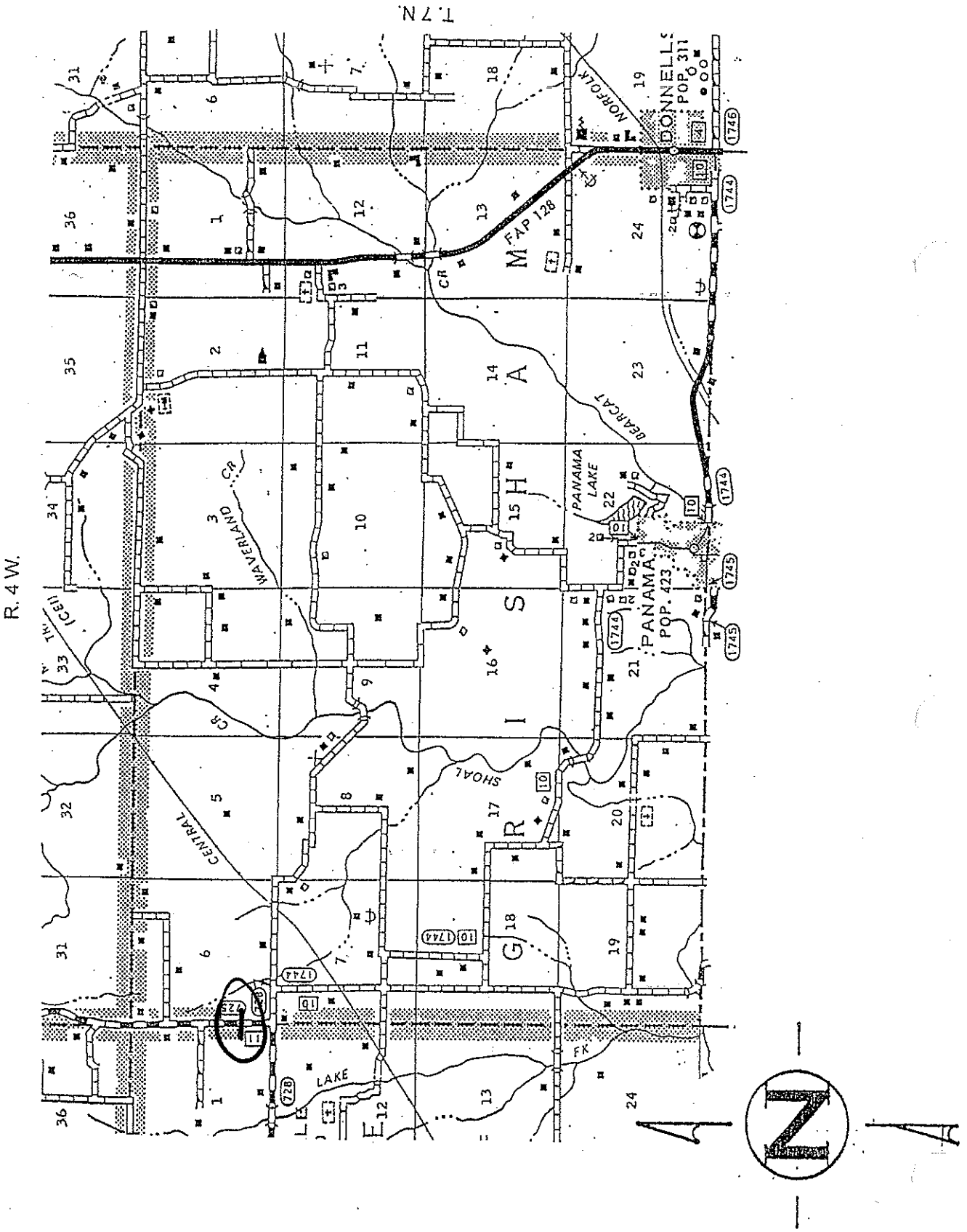
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 100%

BOOK 5 PAGE 210

1016
B-CA

GRISHAM R. D.
R. 4 W., T. 7 N.



BOOK 5 PAGE 211

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 14-05

RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of SOUTH LITCHFIELD has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of SOUTH LITCHFIELD of Montgomery County has agreed to pay an amount of $5,025.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

ROAD DISTRICT	NAME OF BRIDGE	LOCATION	EST. COST
SOUTH LITCHFIELD	1017 B-CA,	See Attached Map	$10,050.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 8th day of March, AD, 2005.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 8th day of March, AD, 2005.

Sandy Leitheiser

SANDY LEITHEISER, COUNTY CLERK

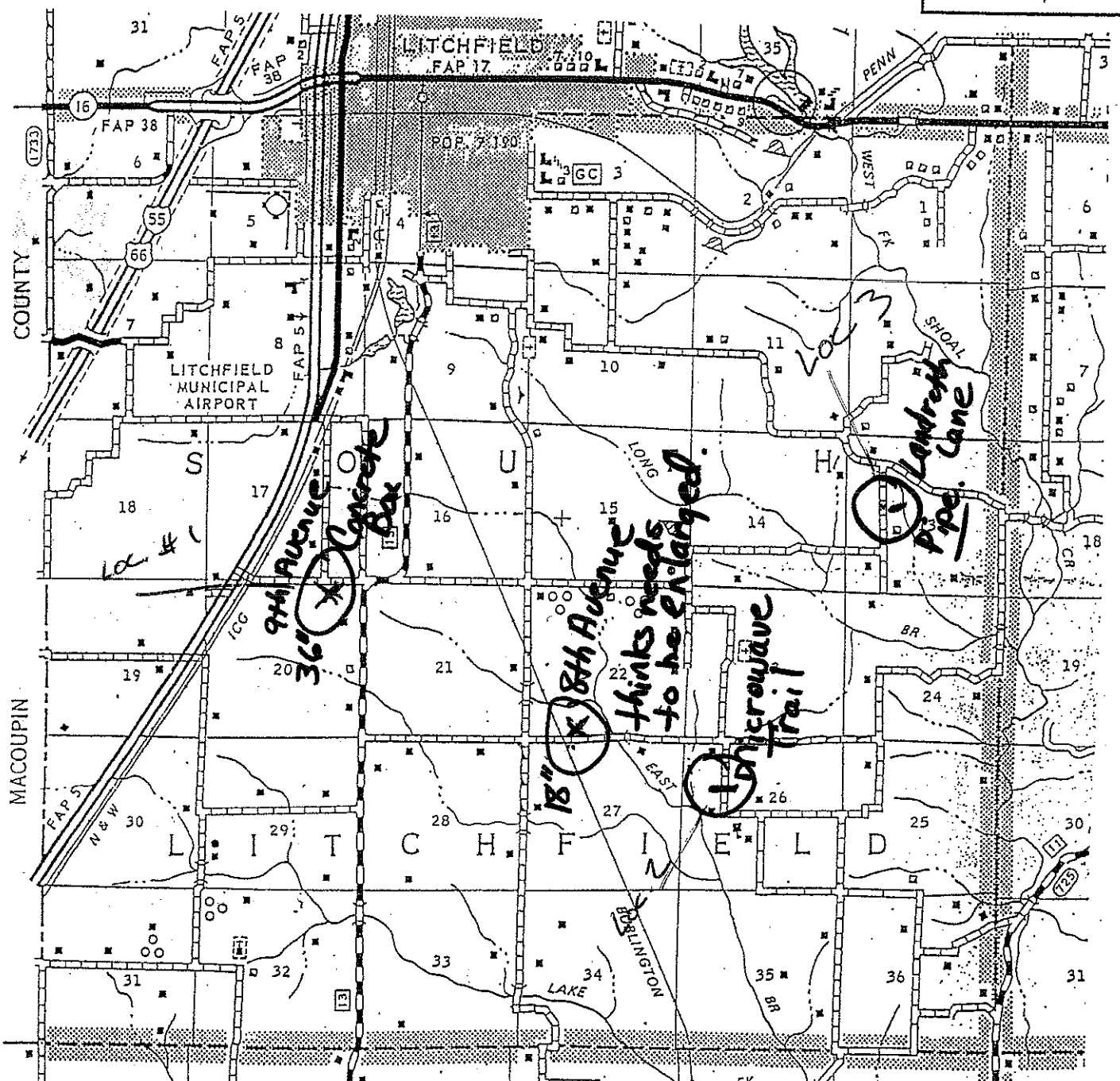
COST BREAKDOWN:

Montgomery County	50%
South Litchfield	50%

BOOK 5 PAGE 212

SOUTH LITCHFIELD R. D.
R. 5 W., T. 8 N.

R. 5 W.



Call Frank and he will go out with you on these to decide what's needed.

BOOK 5 PAGE 213

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 15-05

RESOLUTION
FOR
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of HILLSBORO has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of HILLSBORO of Montgomery County has agreed to pay an amount of $1,875.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

ROAD DISTRICT	NAME OF BRIDGE	LOCATION	EST. COST
HILLSBORO	1018 B-CA,	See Attached Map	$3,750.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 8th day of March, AD, 2005.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 8th day of March, AD, 2005.

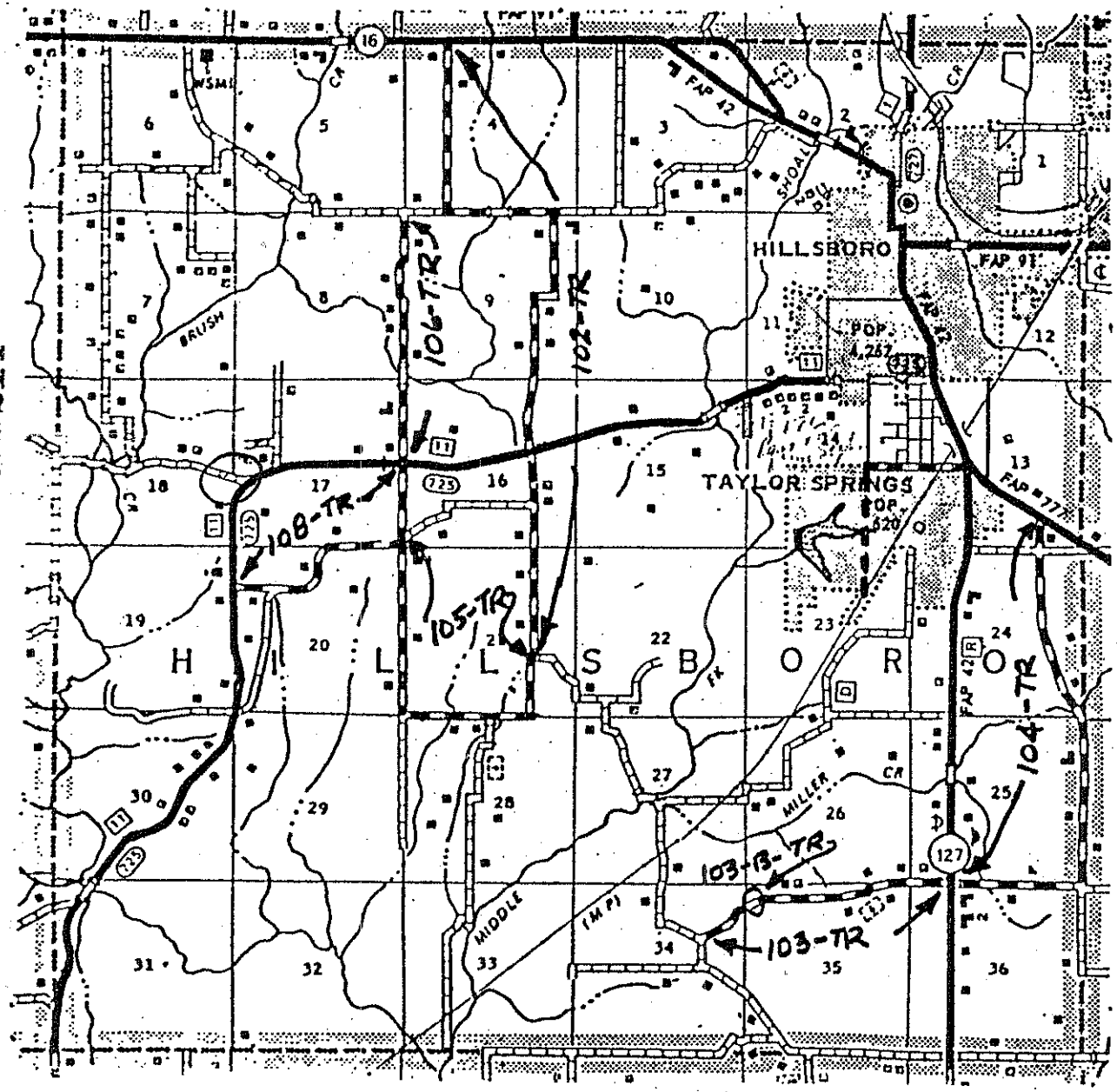
Sandy Leitheiser

SANDY LEITHEISER, COUNTY CLERK

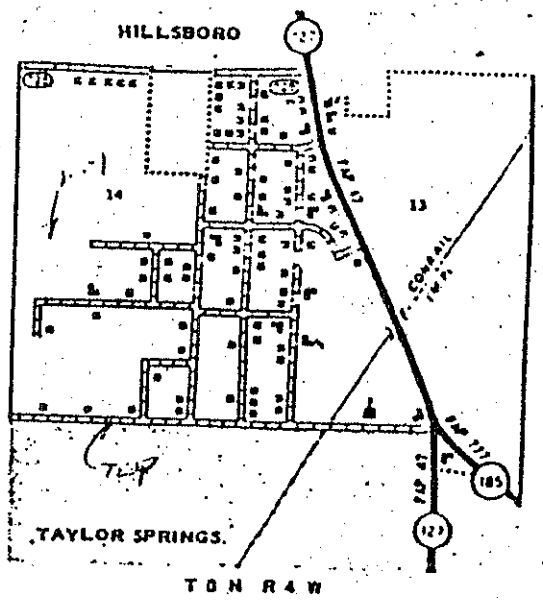
COST BREAKDOWN:

Montgomery County	50%
Hillsboro	50%

BOOK 5 PAGE 214



HILLSBORO
Township
Montgomery County
R-4W, T-8N



**RESOLUTION OF THE COUNTY BOARD
REAPPOINTING TRUSTEE FOR
THE RAYMOND COMMUNITY FIRE PROTECTION DISTRICT
AND APPROVING HIS TRUSTEE'S BOND**

WHEREAS there has been presented to this Board a resolution of the trustees of The Raymond Community Fire Protection District asking for the reappointment of Raymond A. Held as trustee of the District, which resolution was accompanied by a trustee's bond which this Board has examined and finds to be in due form with penalty as heretofore fixed by this Board and with sureties ascertained to be sufficient,

THEREFORE, BE IT RESOLVED that Raymond A. Held shall be, and he is hereby, reappointed to be one of the trustees of The Raymond Community Fire Protection District for a term of thirty-six months to begin the first Monday in May, 2005, and to end the first Monday in May, 2008, and

IT IS FURTHER RESOLVED that the trustee's bond of Raymond A. Held, as heretofore tendered to this Board, shall be, and it is hereby, approved.

Hillsboro, Illinois, March 8, 2005.

Chairman

ATTEST:
County Clerk

RESOLUTION ASKING REAPPOINTMENT OF TRUSTEE

WHEREAS the term of office of Raymond A. Held as one of the trustees of The Raymond Community Fire Protection District will expire the first Monday in May, 2005,

AND WHEREAS, pursuant to §4 of the Illinois Fire Protection District Act (70 ILCS 705/4), a trustee should be appointed by the County Board of Montgomery County, Illinois, on or before the second Monday in April, 2005, for a term of three years commencing on the first Monday in May next after such appointment,

AND WHEREAS it is the opinion of William E. Beeler and James L. Hitchings, the remaining trustees of the fire-protection district, that Raymond A. Held, a resident of the fire-protection district, who is qualified and willing to act as a continuing trustee, is entirely competent to perform the duties of trustee,

THEREFORE, BE IT RESOLVED that the attorney for this District present a true copy of this Resolution to the County Board of Montgomery County, Illinois, at its regular meeting to be held in March, 2005, and do all things necessary and proper toward causing Raymond A. Held to be reappointed as trustee.

ADOPTED this 2nd day of March, 2005.

William E. Beeler
President, Board of Trustees

ATTEST: Raymond A Held
Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF MONTGOMERY)

I, the undersigned secretary for the board of trustees of The Raymond Community Fire Protection District, do hereby certify that the above and foregoing is a true copy of a resolution adopted by the trustees of the fire-protection district at a regular meeting held the 2nd day of March, 2005, as appears from the original of the resolution now remaining on file in my office.

Witness my hand and the official seal of the fire-protection district this 4th day of March, 2005.

Raymond A Noe
Secretary

TRUSTEE'S BOND

KNOW ALL MEN BY THESE PRESENTS that we, Raymond A. Held, as principal, and Joseph M. Martin and Carol S. Rossi, as sureties, all of the County of Montgomery and State of Illinois, are held and firmly bound unto the People of the State of Illinois for the use of The Raymond Community Fire Protection District in the penal sum of Three Thousand Dollars ($3,000) for the payment of which well and truly to be made we bind ourselves, our heirs, executors and administrators jointly and severally and firmly by these presents.

The condition of this obligation is such that whereas on the 8th day of March, 2005, the principal, Raymond A. Held, was duly reappointed by the County Board of Montgomery County, Illinois, to be one of the trustees of The Raymond Community Fire Protection District for a term of three years to expire on the first Monday in May, 2008,

NOW, THEREFORE, if the principal hereunder shall well and truly perform the duties of his office as such trustee and shall moreover fully and fairly account for all property and moneys belonging to the fire-protection district which shall come into his hands by virtue of his office when lawfully required so to do, then this obligation shall be null and void; otherwise, to be and remain in full force and effect.

Given under our hands and seals this 8th day of March, 2005.

Raymond A Held (SEAL)
Raymond A. Held, Principal

Joseph M. Martin (SEAL)
Joseph M. Martin, Surety

Carol S. Rossi (SEAL)
Carol S. Rossi, Surety

STATE OF ILLINOIS)
) SS.
COUNTY OF MONTGOMERY)

I, the undersigned, a notary public in, and for, the state and county aforesaid, do hereby certify that on this day personally appeared before me Raymond A. Held, Joseph M. Martin and Carol S. Rossi, who severally acknowledged that they signed, sealed and delivered the foregoing instrument as their free acts for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Hillsboro, Illinois, this 8th day of March, 2005.

OFFICIAL SEAL
GERALD PATRICK HUBER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6-28-2007

Gerald Patrick Huber
Notary Public

BOOK 5 PAGE 220

RESOLUTION

MONTGOMERY COUNTY BOARD

Whereas, the West Central Development Council, consisting of the seven counties of Calhoun, Christian, Greene, Jersey, Macoupin, Montgomery, and Shelby was created for the purpose of comprehensive planning and development assistance and for the benefit of the citizens of the seven counties; and

Whereas, United States Economic Development Administration grants are available to multi-county regions to provide long-range planning and development activities to reduce unemployment and promote industrial, agricultural, tourism and other retail Economic Development activities; and

Whereas, the Federal Economic Development Administration requires a multi-county regional planning commission to be designated as an Economic Development District prior to an application for federal funds for Economic Development planning grants,

Now, Therefore, Be It Resolved by the Montgomery County Board that Montgomery County hereby supports the application of the West Central Development Council for Economic Development comprehensive planning activities.

Signed this 19th day of April, 2005

Michael A. Havera
Michael Havera
Montgomery County Board

Chairman

ATTEST: Sandy Lott
Montgomery County Clerk

INTERGOVERNMENTAL AGREEMENT

WHEREAS, Montgomery County is a governmental entity, organized and operated under the laws of the State of Illinois; and

WHEREAS, the Veterans Assistance Commission of Montgomery County is defined as a local governmental unit by the Public Aid Code in 305ILCS 5/2-14, and is organized and operated under the laws of the State of Illinois including Section 12-21.13 of Article XII [305 ILCS 5/12-21.13]; and

WHEREAS, the Veterans Assistance Commission of Montgomery County is organized pursuant to the Military Veterans Assistance Act, as stated in 330 ILCS 45/0.01 et. seq., for the purposes stated in said Act; and

WHEREAS, the prudent operation of the Veterans Assistance Commission of Montgomery County requires carrying appropriate insurance coverage by the Veterans Assistance Committee of Montgomery County; and

WHEREAS, Montgomery County currently maintains adequate insurance coverage, the carrier of which insurance has agreed to include the Veterans Assistance Commission of Montgomery County in the insurance carried by Montgomery County; and

WHEREAS, it would be cost effective and save tax money for Montgomery County to extend the same insurance coverage for the Veterans Assistance Commission of Montgomery County rather than require the Veterans Assistance Commission of Montgomery County to obtain and maintain its own insurance coverage; and

WHEREAS, Montgomery County has agreed to provide said insurance, contingent upon the Veterans Assistance Commission of Montgomery County reimbursing Montgomery County annually for any premium increase caused by the Veterans Assistance Commission of Montgomery County, and the Veterans Assistance Commission of Montgomery County has agreed to accept said insurance coverage,

By Agreement of the Undersigned, the parties to this Agreement mutually agree as follows:

1. The above recitals form a part of this Agreement as if fully set out herein.

2. This Agreement is entered into pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq.

3. The parties agree that Montgomery County shall take all actions necessary to list the Veterans Assistance Commission of Montgomery County as an additional assured to extend its full insurance coverage for and on behalf of the Veterans Assistance

Commission of Montgomery County, at the expense of the Veterans Assistance Commission of Montgomery County.

4. The Veterans Assistance Commission of Montgomery County agrees to abide by the terms and conditions of said insurance program and insurance carrier provided by Montgomery County.

Agreed to this 12th day of April, 2005.

David L. Bishop
Veterans Assistance Commission of Montgomery County
by its Superintendent

Witness:

Agreed to this 12th day of April, 2005.

Mike A. Haven
Montgomery County
by its County Board Chairman

Attest:

Sandy Seitz
Montgomery County Clerk

BOOK 5 PAGE 223

FY 2005

AGREEMENT BETWEEN

THE MONTGOMERY COUNTY BOARD AND COUNTY AMBULANCE SERVICE

The following terms constitute the working agreement between the **Hillsboro Area Ambulance Service**, a not-for-profit corporation (hereinafter named HAAS) an independent contractor, and HAAS Special Service District through it's governing body, the Montgomery County Board (hereinafter the "County") for ambulance Service within the Service Area (hereinafter the "Area").

The County will levy a Special Service Area Ambulance Tax ($146,000), sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

Disbursement of revenue collected by the County, based on taxes in the respective Service Areas, shall be disbursed in the following manner.

On or before December 31, 2005, the county shall have reimbursed to the HAAS an amount not less than 100% of the total amount collected pursuant to the levy.

Remittance will be 4 to 5 times between July 1, 2005 and December 31, 2005, in accordance with the Real Estate Tax Distribution Schedule.

Continued on Page 2

1. The HAAS agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., December 1 2004 through November 30, 2005.

2. The County agrees to maintain the office of the Montgomery County Ambulance Billing and Collecting Service to handle all billings and collections as done previously and to provide a central coordinating office and support staff as needed by HAAS.

3. The total annual cost of the operation of the County office shall be reimbursed by the HAAS to the county in a proportionate share based on the percentage of the previous total ambulance calls which is follows:

Hillsboro -	38
Litchfield -	41
Nokomis / Witt -	15
Farmersville / Waggoner -	03
Raymond / Harvel -	03

4. The HAAS agrees to pay on or before the last day of each month commencing December 1, 2004 and continuing monthly thereafter for FY '05, the sum of **$1,111.44** as a proportionate share of the expense incurred in the operation of the Montgomery County Ambulance Billing and Collecting Service.

5. At the end of the fiscal year, and as soon after November 30 as possible, the County shall calculate the total actual expense of the county office for FY '05 and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the HAAS.

   The County shall then calculate and apply the total monthly payment as made by the HAAS during the fiscal year and apply that amount to the annual share owed. The County will then bill the HAAS for any amount still owing or shall credit the following fiscal year's estimated expense with the HAAS amount of overpayment.

6. The County shall continue to collect or attempt to collect all accounts, as done previously, in a timely and zealous manner.

7. The County shall remit to the HAAS as soon as possible after the last day of each month the amount collected on behalf of HAAS.

8. HAAS shall be responsible for buying, owning, maintaining, and insuring its own ambulances. HAAS shall provide the County with proof of vehicle liability insurance upon request.

Continued on Page 3

9. The HAAS shall be solely responsible for the hiring, firing, discipline, and management of its employees and the manner in which the service is operated, subject only to State regulations and guidelines.

   The County shall have the right to withhold monthly reimbursements of collected funds or distribution of levied funds upon written notice to the HAAS, that the HAAS is violation of State regulations, said funds to be disbursed upon the HAAS coming into compliance.

10. The HAAS will submit a tentative FY '06 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '05.

11. The HAAS shall indemnify the County from all claim, demands, lawsuits, and actions arising out of services performed or to be performed by the HAAS.

12. The HAAS shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Director of the County office on or before December 31, 2005, and proof (A) of the officers bond in an amount to cover the estimated annual receipts of the HAAS from the county under this agreement, or (B) that officers bond in an amount fixed by the Illinois State Statue for that particular corporate office.

13. The HAAS shall provide an audit of the HAAS books and records in so far as they pertain to the operation of the ambulance service under this agreement, not more than 120 days after the close of HAAS fiscal year on November 30, 2004.

14. The HAAS shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the Director of the County office or his staff. The County shall allow inspections of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting Service on behalf of the HAAS or its duly authorized agent.

Continued on page 4

This agreement is executed by the County representatives named below pursuant to the authority of the Montgomery County Board and for HAAS by its Administrator / Chairman or Official pursuant to authority granted by its Board of Directors.

Mike A. Havens
County Board Chairman

April 12, 2005
Date

Attest:

Sandy Matheson
County Clerk

4/12/05
Date

HILLSBORO AREA ABULANCE SERVICE

Stephen R Cullom
Authorized Representative

1-20-05
Date

President
Title

BOOK 5 PAGE 227

FY 2005

AGREEMENT BETWEEN

THE MONTGOMERY COUNTY BOARD AND COUNTY AMBULANCE SERVICE

The following terms constitute the working agreement between the **Farmersville/Waggoner Area Ambulance service**, a not-for-profit corporation (hereinafter named F/W AAS) an independent contractor, and F/W AAS Special Service District through it's governing body, the Montgomery County Board (hereinafter the "County") for ambulance Service within the Service Area (hereinafter the "Area").

The County will levy a Special Service Area Ambulance Tax (~~$55,250~~ #55,350), sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

Disbursement of revenue collected by the County, based on taxes in the respective Service Areas, shall be disbursed in the following manner.

On or before December 31, 2005 the county shall have reimbursed to the F/W AAS an amount not less than 100% of the total amount collected pursuant to the levy.

Remittance will be 4 to 5 times between July 1, 2005 and December 31, 2005, in accordance with the Real Estate Tax Distribution Schedule.

Continued on Page 2

1. The F/W AAS agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., December 1 2004 through November 30, 2005.

2. The County agrees to maintain the office of the Montgomery County Ambulance Billing and Collecting Service to handle all billings and collections as done previously and to provide a central coordinating office and support staff as needed by F/W AAS.

3. The total annual cost of the operation of the County office shall be reimbursed by the F/W AAS to the county in a proportionate share based on the percentage of the previous total ambulance calls which is follows:

Hillsboro -	38
Litchfield -	41
Nokomis / Witt -	15
Farmersville / Waggoner -	03
Raymond / Harvel -	03

4. The F/W AAS agrees to pay on or before the last day of each month commencing December 1, 2004 and continuing monthly thereafter for FY '05, the sum of **$87.75** as a proportionate share of the expense incurred in the operation of the Montgomery County Ambulance Billing and Collecting Service.

5. At the end of the fiscal year, and as soon after November 30 as possible, the County shall calculate the total actual expense of the county office for FY '05 and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the F/W AAS.

   The County shall then calculate and apply the total monthly payment as made by the F/W AAS during the fiscal year and apply that amount to the annual share owed. The County will then bill the F/W AAS for any amount still owing or shall credit the following fiscal year's estimated expense with the F/W AAS amount of overpayment.

6. The County shall continue to collect or attempt to collect all accounts, as done previously, in a timely and zealous manner.

7. The County shall remit to the F/W AAS as soon as possible after the last day of each month the amount collected on behalf of F/W AAS.

8. F/W AAS shall be responsible for buying, owning, maintaining, and insuring its own ambulances. F/W AAS shall provide the County with proof of vehicle liability insurance upon request.

Continued on Page 3

9. The F/W AAS shall be solely responsible for the hiring, firing, discipline, and management of its employees and the manner in which the service is operated, subject only to State regulations and guidelines.

The County shall have the right to withhold monthly reimbursements of collected funds or distribution of levied funds upon written notice to the F/W AAS, that the F/W AAS is violation of State regulations, said funds to be disbursed upon the F/W AAS coming into compliance.

10. The F/W AAS will submit a tentative FY '06 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '05.

11. The F/W AAS shall indemnify the County from all claim, demands, lawsuits, and actions arising out of services performed or to be performed by the F/W AAS.

12. The F/W AAS shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Director of the County office on or before December 31, 2005, and proof (A) of the officers bond in an amount to cover the estimated annual receipts of the F/W AAS from the county under this agreement, or (B) that officers bond in an amount fixed by the Illinois State Statue for that particular corporate office.

13. The F/W AAS shall provide an audit of the F/W AAS books and records in so far as they pertain to the operation of the ambulance service under this agreement, not more than 120 days after the close of F/W AAS fiscal year on November 30, 2005.

14. The F/W AAS shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the Director of the County office or his staff. The County shall allow inspections of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting Service on behalf of the F/W AAS or its duly authorized agent.

Continued on page 4

This agreement is executed by the County representatives named below pursuant to the authority of the Montgomery County Board and for F/W AAS by its Administrator / Chairman or Official pursuant to authority granted by its Board of Directors.

Mike A Hawes
County Board Chairman

April 12, 2005
Date

Attest:

Sandy Leitheiser
County Clerk

4/12/05
Date

FARMERSVILLE/WAGGONER AREA ABULANCE SERVICE

John C Wehl
Authorized Representative

01/18/05
Date

President FWAAS
Title