

RECEIVED

NOV 28 2003

CITY OF COLUMBIA, ILL

**Dennis R. Brand  
1187 Moore Road  
Waterloo, Illinois 62298**

**November 28, 2003**

**VIA HAND DELIVERY**

Ms. Marion Ledbetter  
Columbia City Hall  
208 South Rapp Avenue  
Columbia, IL 62236

RE: Brellinger Subdivision

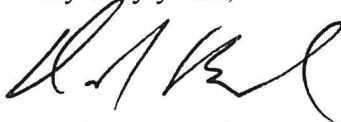
Dear Marion:

The following is being submitted pursuant to our request to approve the final plat of Brellinger:

1. Three copies of a letter from Deer Hill Land Surveying explaining the reason for the difference between the preliminary plat and the final plat with respect to description and acreage; and
2. Original and two copies of Letter of Credit from the First National Bak of Waterloo with respect to the infrastructure of Brellinger.

The updated title commitment has been ordered and should be completed later today or early Monday morning.

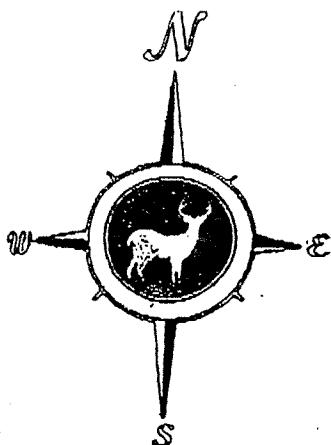
Very truly yours,



Dennis R. Brand

DRB:tb  
Enclosures

cc: Mr. Tom D. Adams (w/encls.)



**DEER HILL**  
**LAND SURVEYING**  
**103 E. MILL**  
**WATERLOO, ILLINOIS 62298**

OFFICE 618-939-6010

28 November, 2003  
Re: Brellinger Record Plat

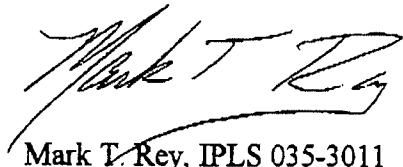
Dear Mr. Adams, Columbia City Council, and other interested parties:

This letter is penned to clarify the reason for the differences in the legal description and acreage between preliminary and final plat for "Brellinger", a new subdivision in Section 4 of Township 1 South, Range 10 West of the Third Principal Meridian, Monroe and St. Clair Counties, and being within the jurisdiction of the City of Columbia. The South line of Section 4 of the referenced Township had ambiguities with respect to the remaining evidence that fixed its position. While these were interpreted using generally accepted land surveying procedure set out by statute and survey principle, they could still cause future title issues for the future adjoiners of the real properties affected by this Section line, if left unaddressed. Therefore, we consulted with Sterling Engineering, Quarry Road Development, P.D. S., and Friedrich Construction, the companies executing boundaries for the other tracts. In consultation together, we established a unified and acceptable resolution for the position of the South line of said Section 4. This new line varied slightly in its orientation, therefore modifying the final shape, and size, of "Brellinger".

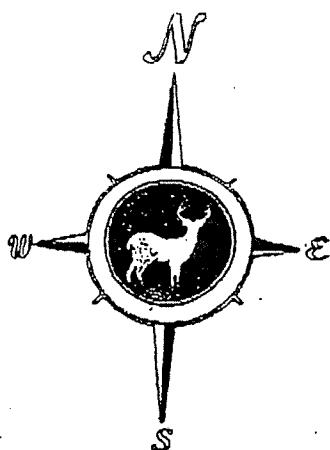
Please realize that this clarification of a possible future title/possession matter at this time is a reflection of better times for the city, as well as other communities. In my opinion, this co-operative sharing of physical evidence, monumentation found, survey notes, and plats enhances and makes more accurate the description and acreage of "Brellinger" and will tend to prevent potential boundary disputes in the future..

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark T. Rey".

Mark T. Rey, IPLS 035-3011



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LAND SURVEYING  
103 E. MILL  
WATERLOO, ILLINOIS 62298

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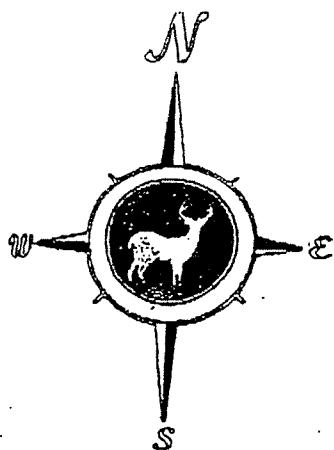
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Thank you.

Sincerely,

  
Mark T. Rey

Mark T. Rey, IPLS 035-3011

**INFRASTRUCTURE MAINTENANCE GUARANTEE LETTER OF CREDIT**

KNOW ALL MEN BY THESE PRESENTS, that undersigned financial institution (the "Bank") does hereby establish its irrevocable credit in favor of the City of Columbia, Illinois, a Municipal corporation and body both corporate and politic, located in the Counties of Monroe and St. Clair, in the State of Illinois, (the "City") in the amount of Two Hundred Thirty Two Thousand Nine Hundred Fifty Dollars (\$232,950.00), for the maintenance, repair and/or replacement of the municipal infrastructure capital improvements constructed and installed in the Brellinger Subdivision by the subdivider and thereafter dedicated to and now owned by the City, WITNESSETH:

The real estate that is the subject of this agreement, consists of approximately Fifty-Two (52) acres, and is in this agreement described and referred to as the Brellinger Subdivision. The maintenance, repair and/or replacement of the municipal infrastructure capital improvements involved in this irrevocable commitment are to be made by and at the expense of the owner and signatory to this agreement, to wit: Dennis R. Brand, Trustee of the Brellinger Trust (which party is hereinafter referred to as "Subdivider"). We shall pay out from this irrevocable commitment, as follows:

If we have been notified by the City of a default by the contractor, we will disburse the funds for the labor and material furnished by contractors employed by the City to repair or replace broken or defective municipal infrastructure capital improvements of the City located in the Subdivision (including street pavement, curb and gutter, storm sewers, sanitary sewers, potable water distribution lines and systems and stormwater drainage facilities) not to exceed the sum of Two Hundred Thirty Two Thousand Nine Hundred Fifty and NO/100-----Dollars (\$232,950.00-----), in accordance with the sworn statement or order of the City and certificate of the City Engineer of the City that such work has been properly completed.

The required repair or replacement of municipal infrastructure capital improvements in the Subdivision shall be completed in accordance with the following schedule:

If we receive a resolution of the corporate authorities of the City indicating that the Subdivider has failed to satisfactorily complete or carry on the work of repair or replacement of the municipal infrastructure capital improvements in the Subdivision required by the City to be repaired or replaced, and such resolution indicates that the Subdivider has been notified that the City finds a breach of Subdivider's obligations for repair and maintenance of the infrastructure improvements has occurred and has not been cured within a period of thirty (30) days, then and in such event, we shall make payment for the materials and labor to such contractors or subcontractors retained by the City as have completed the improvements in substantial accordance with the specifications for the original approved improvement plans for the Subdivision. Such payment shall be made upon the certification of the City Engineer that the work has been completed and the submission of proper waivers of liens from the contractors or subcontractors.

The irrevocable credit established by us in favor of the City shall be in force until the 26th day of December, 2005, and shall remain in effect without regard to any default in payment of sums owed to the undersigned Bank by the Subdivider and without regard to other claims which the Bank may have against the Subdivider. Sixty (60) days prior to the expiration of this Maintenance Guarantee Letter of Credit, the Bank shall notify the City Clerk of the City, Columbia City Hall, 208 South Rapp Avenue, P. O. Box 467, Columbia, Illinois 62236, by registered letter, return receipt requested, of the impending expiration date. This commitment shall not terminate without such notice. If the work covered by this commitment has been requested by the City but not completed by the Subdivider within the time set forth in this irrevocable letter of credit, the City may at its option continue drawing funds until the requested work is completed and a Certificate of Satisfactory Completion is issued by the City Engineer of the City. It is further acknowledged that the consideration for this Maintenance Guarantee is provided by agreement between the Bank and the following Subdivider, to wit: Dennis R. Brand, Trustee of the Brellinger Trust.

The sum of the credit shall, however, be reduced in the amount of disbursements made from time to time in accordance with the terms under which this credit is extended as set out above.

Signed, sealed and dated this 26th day of November, 2003.

First National Bank of Waterloo  
(Name of Bank)

BY: Greg D. Johnson  
(President/Vice President)

ATTEST:

W. Henry Johnson  
(Secretary/Vice President)

02re1205.043

**INFRASTRUCTURE MAINTENANCE GUARANTEE LETTER OF CREDIT**

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Signed, sealed and dated this 26th day of November, 2003.

First National Bank of Waterloo  
(Name of Bank)

BY: George D. H. L. [Signature]  
(President/Vice-President)

ATTEST:

W. Henry Goodman  
(Secretary/Vice-President)

02re1205.043

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BY: Gay D. L. ...  
(President/Vice President)

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