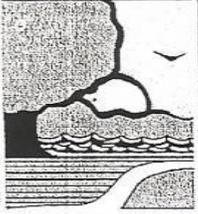


APPENDICES

Appendix I



Illinois Department of Natural Resources

One Natural Resources Way • Springfield, Illinois 62702-1271
<http://dnr.state.il.us>

Rod R. Blagojevich, G

Joel Brunsvold,

August 22, 2003

Mr. Danny D. McClendon
Chief, Regulatory Branch
Department of the Army
St. Louis District, Corps of Engineers
1222 Spruce Street
St. Louis, Missouri 63103-2833

Re: P-2382

Dear Mr. McClendon:

Reference is made to the application by Mr. Joseph DeSherlia, DeSherlia Enterprises, L.L.C., for a Department of the Army permit authorizing the construction of a boat harbor on the north side of the Illinois River at approximate river mile 0.7, in Section 16, Township 6 North, Range 12 West, in Grafton Jersey County, Illinois.

The Illinois Natural Heritage Database contains no records of threatened/endangered species or natural areas in close proximity to the project site.

Although the IDNR Office of Realty and Environmental Planning is not opposed in concept to the proposed marina construction, we note that two acres of wetland will be altered by excavation or filling operations and that no mitigation is currently proposed. If wetland impacts cannot be avoided during construction, we recommend that the applicant develop a mitigation plan to compensate for the anticipated losses. A mitigation ratio of at least 1.5 to 1.0 is suggested since an interim loss of habitat and other functional values can be expected even with optimal results.

Please contact me at 217-785-4863 if we can be of further assistance in your review of this permit actio

Sincerely,

Robert W. Schanzle
Permit Program Manager
Office of Realty and Environmental Planning

RWS:rs 8-04(03)

cc: IDNR/OWR (Kennedy), IEPA (Yurdin), USFWS (Collins), USEPA (Pierard)

This recommendation regarding the issuance/denial of the U.S. Army Corps of Engineers permit by the IDNR, Office of Realty and Environmental Planning does not supersede permit decisions made by the IDNR, Office of Water Resources under the Illinois Rivers, Lakes and Streams Act.

Appendix II

Black Water Diving Service

John Ahrling
P.O. Box 157
Elsah, IL 62028

Grafton Harbor
DeSherlia Marina Management

(618)374-1411 (618)531-5714

Joe DeSheerlia
215 W. Water St.
Grafton, IL 62037

Marina Job

The marina job site covers an area of 1280 feet of riverbank. This distance was decided into five transects as requested by IDNR biologist, Robert Schanzel. The center point was established at N 38: 58.098 W 90: 26.466. Going up and down stream at intervals 200 feet, two down stream and two upstream transects established. Transect one was the furthest upstream.

Transects were laid out with a leaded bottom line, extending out from waters edge approximately 300 feet in to the river. This bottom line was followed by diver collecting shells on each side of the line at an arms length (approximately three feet each side of line) for an area of approximately 1800 square feet per transect. Each transect took approximately 30 minutes bottom time to complete. All shells collected were sorted by species and counted. The time out of water for shells was under 10 minutes. All shells collected were relocated outside of the proposed job site area. A total of approximately 9,000 square feet were sampled within the five transects, 237 shells were collected containing 9 different species. These species include: 1. Threeridge (*Amblema plicata*), 2. Threehorn wartyback (*Obliquaria reflexa*), 3. Round pigtoe (*Pleurobema coccineum*) 4. Giant floater (*Pyganodon grandis*) 5. White heelsplitter (*Lasmigona complanata*) 6. Fragile papershell (*Leptodea fragilis*) 7. Yellow sandshell (*Lampsilis teres*) 8. Mapleleaf (*Quadrula quadrula*) 9. Washboard (*Megaloniais nervosa*).

Transect 1: Bankmark N 38: 58.095 W 90: 26.508, Outside mark N 38: 58.0565 W 90: 26.497, Depth 46.7 feet

Found were 26 Threeridge, 1 Mapleleaf, 1 Threehorn wartyback, 2 Giant floater

Transect 2: Bankmark N 38: 58.098 W 90: 26.469, Outside mark N 38: 58.060 W 90: 26.464, Depth 38 feet

Found were 34 Threeridge, 6 Giant floater, 3 Threehorn wartyback, 3 Fragile papershells

Transect 3: Bank mark N 38: 58.098 W 90: 26.466, Outside mark N 38: 58.064 W 90: 26.432, Depth 42 feet

Found were 39 Threeridge, 3 Giant floater, 4 Mapleleaf, 2 Threehorn wartyback, 2 Fragile papershell, 1 Round pigtoe.

Transect 4: Bank mark N 38: 58.100 W 90: 26.386, Outside mark N 38: 58.063 W 90: 26.392, Depth 46 feet

Found were 8 Giant floater, 1 White heelsplitter, 1 Round pigtoe, 1 Washboard, 7 Mapleleaf, 42 Threeridge

Transect 5: Bank mark N 38: 58.103 W 90: 26.379, Outside mark N 38: 58.050 W 90: 26.354, Depth 46 feet

Found were 40 Threeridge, 1 Threehorn wartyback, 3 Giant floater, 1 Washboard, 2 Mapleleaf, 1 Round pigtoe, 1 Yellow sandshell



Illinois Department of Natural Resources

One Natural Resources Way • Springfield, Illinois 62702-1271
<http://dnr.state.il.us>

Rod R. Blagojevich, Governor

Jøel Brunsvold, Director

July 26, 2004

Mr. Danny D. McClendon
Chief, Regulatory Branch
St. Louis District, Corps of Engineers
1222 Spruce Street
St. Louis, Missouri 63103-2833

Re: P-2382b

Dear Mr. McClendon:

This is in further reference to the application by Mr. Joseph DeSherlia, DeSherlia Enterprises, and Mayor John R. Mosby, City of Grafton, for a permit authorizing the construction of a boat harbor along the north side of the Illinois River at approximate river mile 0.7 in Grafton, Jersey County, Illinois.

The applicants recently hired John Ahrling of Black Water Diving Service to perform a survey for freshwater mussels at the site of the proposed harbor. Mr. Ahrling's report, a copy of which is attached for your information, indicates that he hand-searched some 9,000 square feet of the river bottom at the project site and collected 237 live mussels representing nine species. The population density was found to be low (less than 0.25 mussels per square meter) and all of the species collected are relatively common. Based on the survey, the Department does not expect the proposed dredging to result in significant direct mortality or to affect any listed mussel species.

We remain concerned about the potential adverse impacts associated with the proposed open water disposal of the dredged material, and also about the lack of a plan to compensate for the project's anticipated wetland impacts. In a recent telephone conversation, Mr. DeSherlia indicated that both of these issues will be addressed in future correspondence.

Please contact me at 217-785-4863 if I can be of assistance.

Sincerely,

Robert W. Schanzle
Permit Program Manager
Office of Realty and Environmental Planning

RWS:rs 5-09(04)
Attachment

cc: Mr. Joseph DeSherlia, DeSherlia Enterprises; Hon. John R. Mosby, Mayor of Grafton; IDNR/ORC (Atwood, Phipps); IDNR/OWR (Arends); IEPA (Yurdin); USFWS (Collins); USEPA (Pierard)



Printed on recycled and recyclable paper

RUSSELL ENGINEERING &

CONSTRUCTION SERVICES, LTD.

Engineering / Surveying Services
Site Development / Construction Management

34899 State Highway 16
Piasa, IL 62079-2815
Phone: 618-729-9030
Fax: 618-729-2184

russellengineering@frontiernet.net

August 3, 2004

Mr. Robert W. Schanzle
Permit Program Manager
Illinois Department of Natural Resources
Office of Realty and Environmental Planning
One Natural Resources Way
Springfield, IL 62702-1271

Re: Grafton Harbor
P – 2382b

Dear Mr. Schanzle:

This letter is in response to your correspondence to Mr. Danny D. McClendon, Chief Regulatory Branch; Corps of Engineers dated June 1, 2004.

The Army Corps of Engineers, St. Louis District was contacted regarding the proposed dredging operations. Rob Davinroy, Chief River Engineer of the Applied River Engineering Center, supplied a graph (attached) showing that the Mississippi River at St. Louis contained 80 million metric tons of sediment in 1990. This is equal to 9,132 metric tons per hour. The proposed Grafton Harbor dredging will contribute approximately 2.4 metric tons per hour of sediment. Therefore, the amount of sediment contributed by the proposed dredging operation will be minuscule (0.03%) compared to that naturally occurring in the Mississippi River. Furthermore, there are no foreseen impacts by the proposed Grafton Harbor dredging to the freshwater mussel beds or aquatic habitats located downstream caused by increased turbidity and sediments.

Based on the above information, the proposed dredging should not cause any adverse impacts or direct mortality to any mussel resources near the harbor site nor downstream.

Please feel free to contact me at 618/729-9030 should you have any questions or concerns.

Sincerely,

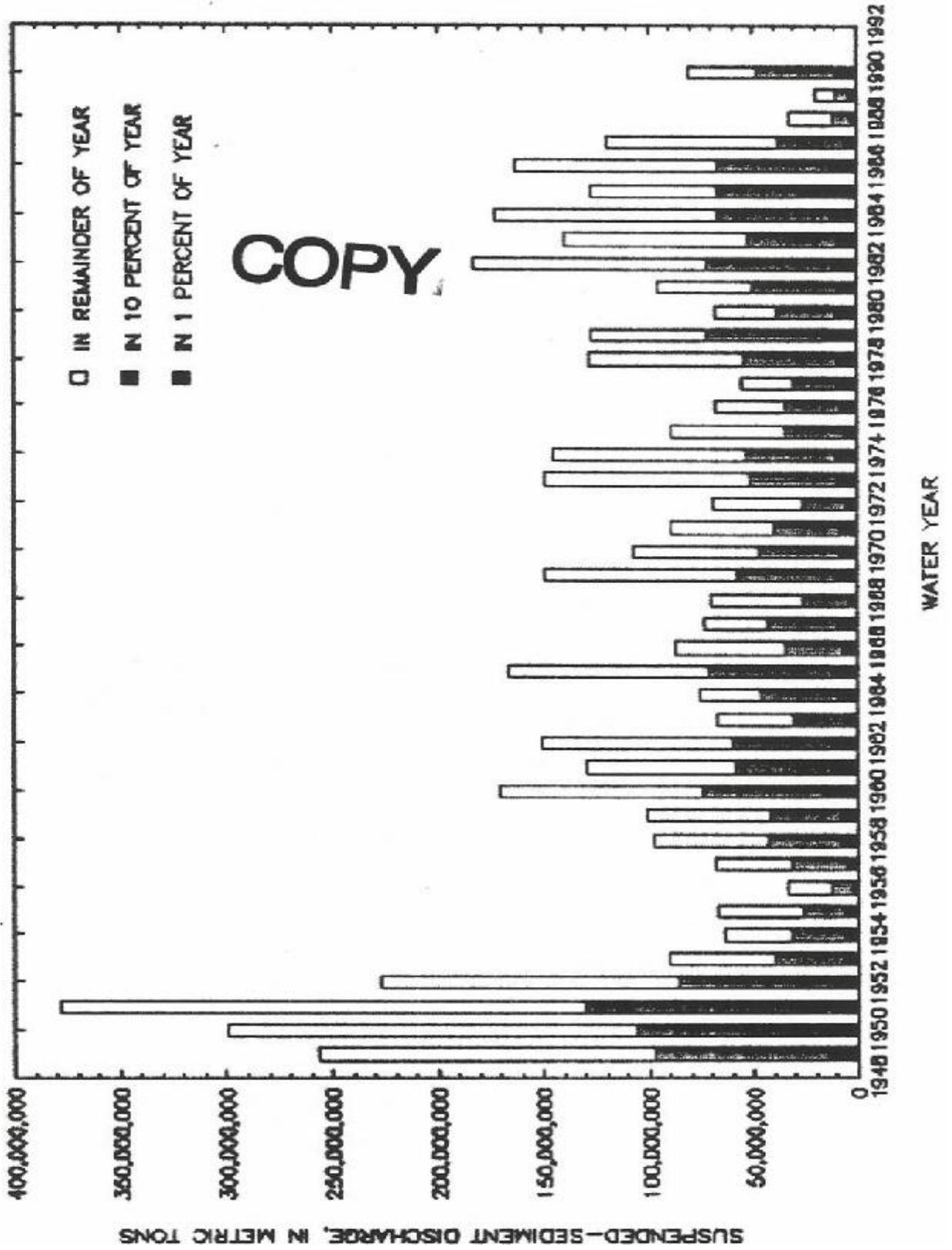
Robert Rogers, P.E.

attachment

cc: Danny D. McClendon, Corps of Engineers w/attachment
Alan Edmondson, Corps of Engineers w/attachment
Bruce Yurdin, Illinois Environmental Protection Agency w/attachment

MISSISSIPPI RIVER AT ST LOUIS, MISSOURI

07010000



Appendix III



City of Grafton, Illinois

Grafton City Hall 118 East Main Street P.O. Box 287 Grafton, Illinois 62037

Phone: (618) 786-3344 Fax: (618) 786-3582 Email: cityofgrafton@gtec.com

May 7, 2004

Mayor
Richard Mosby

Board of Aldermen
Bill Senger
Linda Tolle
Dean Ready
John Bradfish
Dick Brown
Joe Wilson

City Clerk
Sandy DeSherlia

City Treasurer
Paul Adkins

**Administrative
Manager**
Carol Wallace

Mr. Dennis Kennedy
Senior Water Resources Engineer
Illinois Department of Natural Resources
One Natural Resources Way
Springfield, IL 62702-1271

Dear Mr. Kennedy,

This letter is to address your concerns in your letter of April 16, 2004 and clarify the city's position concerning the use of riverfront property in Grafton. The City of Grafton owns the vast majority of the riverfront within the corporate limits. Much of the riverfront property was obtained due to the federal buyout program after the Flood of 93. These tracts of land contain some explicit deed restrictions and can only be used for purposes compatible with open space, recreational, or wetlands management practices. No new structures or improvements are allowed to be erected on the premises other than public facilities consistent with open space use. The city has chosen to allow most of the property to remain a park-like environment.

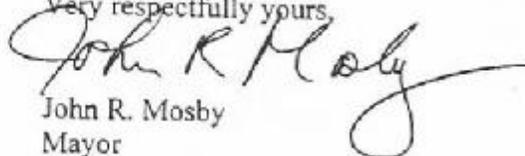
Another particular portion of riverfront property is dedicated as "public landing". Part of the "public landing" area will be utilized by DeSherlia Enterprises to construct and operate a harbor/marina. The City of Grafton has a 99-year lease agreement with DeSherlia that includes DeSherlia having first right of refusal to operate any other harbor/marina located on city-owned property.

Due to the City's control of substantial masses of riverfront property, it would not be feasible for other property owners to attempt to develop riverfront areas without the city's direct involvement. Private development within the flood fringe areas would be very limited.

The riverfront property upriver (west) of the corporate limits is owned by the State of Illinois (Department of Conservation and/or Department of Corrections). Downriver (east), all riverfront property is owned/controlled by the Illinois Department of Transportation.

Our City Council will be drafting a Resolution to cover a complete maintenance plan at its next meeting, May 11, 2004. If I can be of further assistance, please do not hesitate to contact me.

Very respectfully yours,


John R. Mosby
Mayor

Appendix IV

AGREEMENT

AGREEMENT made this 16 day of August, 2002, between the CITY OF GRAFTON, hereinafter referred to as "City" and DESHERLIA ENTERPRISES, L.L.C., hereinafter referred to as "DeSherlia".

WHEREAS, City is the owner of certain real estate hereinafter more particularly described, which premises are not immediately necessary, appropriate or required for the use of the City; and

WHEREAS, DeSherlia, desires to improve and utilize said property, which property has not been employed or improved for City use; and

WHEREAS, DeSherlia has proposed to construct and operate a day harbor utilizing the aforesaid property together with appurtenant activities. Appurtenant activities may include a concession stand, a small grocery store, a package liquor store, a fuel dock, a dry-dock facility, bait shop, hardware sales, ATM machine, sale of fishing licenses, propane sales and services, day harbor/marina and water taxi services,

WHEREAS, City has found and determined that the operation of a day harbor, as aforesaid, would be a great benefit to the residents, visitors, and businesses of the City of Grafton and promote the economic development, general welfare and public safety of the public and the City of Grafton; and

WHEREAS, the City has found and does hereby determine that it is in the best interest of the public and of the City of Grafton

that the subject property be improved and used by DeSherlia in the manner as set forth hereinafter.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. Subject Property. Attached hereto and made a part hereof by this reference is a description of real estate located within the City of Grafton, County of Jersey and State of Illinois. (Attachment 1) Said property, together with its riparian rights, is the subject of this Agreement and is hereinafter referred to as the "subject property."

2. Improvements. Attached hereto and made a part hereof by this reference is a description of the specific improvements to be included in harbor project. (Attachment 2) In consideration of the grant of this Agreement, DeSherlia will cause to have constructed, at its cost, certain improvements to property belonging to or held in trust by the City of Grafton, Illinois, specifications and plans for said improvements to be subject to City final approval prior to commencement of construction of any such improvements. Because the property which is the subject of this Agreement and the improvements to be made thereon will be partially located within the areas defined as the "public landing" in the City of Grafton, it is agreed that the anticipated improvements to the subject property shall at all times be considered to be the property of the City of Grafton, Illinois, a municipal corporation, available for public use during the term of this Agreement and any extensions of this Agreement. At the conclusion of this Agreement, the City

shall be free to utilize or not to utilize said improvements in any manner deemed appropriate by the City.

3. Easements.

A. The City does hereby grant to DeSherlia a construction easement over and upon the subject property so as to allow DeSherlia the right to construct the improvements as contemplated in Section 2 of this Agreement.

B. The City does hereby grant to DeSherlia an access easement over and upon the subject property to provide for access to the day harbor to be constructed by DeSherlia and all appurtenant services.

4. Duration. The construction easement granted, as aforesaid, shall be for a term of twenty-four (24) months, commencing on the execution date of BIG-P grant agreement. The access agreement, as aforesaid, shall be for a term of ninety-eight (98) years, with an option to extend for another ninety-eight (98) years, commencing on the date of the execution of this Agreement.

5. Use By The General Public. Portion of the property which is the subject of this Agreement is owned by the City of Grafton to be used as a "public landing". This Agreement and the construction easement as well as the access easement shall not be construed as the transfer of ownership from the City to DeSherlia with regard to any portion of the subject property. DeSherlia agrees that in the use of the subject property and in the operation of the day harbor

and appurtenant activities, DeSherlia will recognize its obligation to serve the public and the public's interest and DeSherlia shall not discriminate against any member of the public for any reason prohibited by the laws or constitution of the State of Illinois. DeSherlia shall be free to charge fees for the services it shall provide to members of the public, so long as the charge assessed to each member of the public is nondiscriminatory. Charges assessed may vary if based upon objective criteria such as variations in price based upon the volume of business to be done with the any individual entity or member of the public.

6. Repairs and Maintenance. In the event the improvements to be made by or on behalf of DeSherlia upon the subject real estate shall become damaged, destroyed or in need of repair, DeSherlia shall have the right to make, at its own cost, repairs or reconstruction of said improvements in conformity with the original design and specifications of said improvements. Any such repairs or reconstruction activities shall not extend the duration of the term of this Agreement.

7. Use of Property. DeSherlia does agree to comply with all federal, state, county and municipal laws, ordinances and regulations pertaining to the construction and or use of the subject premises. DeSherlia at all times maintain the subject premises in a clean and orderly fashion and shall remove any litter or trash from the subject premises regardless of the source of the litter or trash.

8. Permits. The City and DeSherlia agree and acknowledge that various permits are and shall be required for the construction of the improvements to the subject property and for the operation of a day harbor and related appurtenant activities. Permits required shall include, but may not be limited to, permits from the United States Corps of Engineers and the Illinois Department of Natural Resources. The City will cooperate fully with DeSherlia in the application process for all permits required with regard to the improvements to be constructed upon the subject property and the operation of a day harbor. The City may be identified as the applicant and holder of any such permits as may be appropriate from time to time. DeSherlia agrees and shall indemnify and hold harmless the City with regard to any claims, fines or liabilities which may be assessed against the City in connection with the application for or the holding of any permits or licenses in the name of the City or otherwise which are related to the construction or maintenance of the improvements upon the subject property or related to the operation of a day harbor or appurtenant services on or from the subject property. DeSherlia shall be solely responsible to pay any application fees for permits or licenses or the renewal of same from time to time. During the term of this Agreement, the City will cooperate to transfer any such permits or licenses obtained by the City to DeSherlia upon the written request of DeSherlia, if such permits or licenses are related to the use of the subject property or the operation of a day harbor or appurtenant service on or from the subject property.

9. Harbor Maintenance. As between the City and DeSherlia, the City shall not have any responsibility for the maintenance or dredging of the harbor or any portion of the river with regard to the ability to utilize the subject property or the improvements to be constructed upon the subject property by DeSherlia or any other persons or entities.

10. Ownership Disclosure. All persons who have any ownership interest in DeSherlia or who have any ownership interest in any corporation, subsidiary corporation, or of any partner affiliated with DeSherlia shall be disclosed to the City immediately, in writing, and all persons subsequently acquiring any such ownership interests shall be disclosed to the City within thirty (30) days of acquisition of any such ownership rights. Ownership interests or rights shall include the rights of a partner, limited partner, shareholder, or beneficiary of any trust agreements where a trustee might hold said ownership interest to the extent said ownership interest equals one percent (1%) or greater share of the particular entity. Persons holding ownership interests or rights shall be free to transfer their interests or rights but shall have the duty of disclosure to the City of the persons to whom such interests are transferred in accordance with the aforesaid provisions of this section.

11. Real Estate Taxes. DeSherlia and City acknowledge that the subject property is and has been exempt from real estate taxation as public property owned by the City of Grafton. Should an effort be made in the future to assess a tax against the subject

property or the improvements thereon, the City shall cooperate with DeSherlia in protesting any such efforts to tax the subject property or the improvements thereon and shall join DeSherlia in contending that the subject property and the improvements thereon are and remain public property devoted to a public purpose. Nonetheless, should any real estate property taxes be assessed against the subject property or the improvements thereon during the term of this Agreement, DeSherlia shall be solely responsible for the timely payment of such property taxes. Should DeSherlia desire to pay any such property taxes under protest, the City shall cooperate with the desire of DeSherlia to do so. DeSherlia shall be solely responsible for the cost incurred in connection with any such protest or contesting of taxes as the same may be assessed or due from time to time.

12. Liability. DeSherlia shall indemnify and save the City absolutely whole and harmless from injury to persons or property from the use or occupancy of the subject premises, including the construction and maintenance of the improvements to be located thereon, or as to any use made thereof whether with or without the consent or knowledge of DeSherlia or the City. DeSherlia shall further indemnify and save the City absolutely whole and harmless from any and all other liability of whatever nature to persons or property during the term of this Agreement if arising or connected in any way with the operation of day harbor or appurtenant services or the maintenance or use of any property or improvements connected

to the operation or use of the day harbor or appurtenant services upon or from the subject property.

13. Insurance. DeSherlia shall procure and maintain a policy of liability insurance for the protection of DeSherlia and City with regard to the use of the subject property, the improvements thereon, and the operation of the harbor. The policy of insurance shall be issued by a reputable insurance company acceptable to the City. DeSherlia shall cause the policy of insurance to name the City of Grafton as an additional insured. The liability insurance shall provide coverage in an amount not less than One Million Dollars (\$1,000,000.00) per person and Three Million Dollars (\$3,000,000.00) per incident. The liability insurance shall furthermore provide coverage for damage to property in an amount not less than One Hundred Thousand Dollars (\$100,000.00) per claimant. DeSherlia shall provide a Certificate of Insurance to the City evidencing that the insurance coverage required by this section remains in full force and effect at all times during the term of this Agreement.

If alcohol is sold, DeSherlia shall provide Dram Shop Insurance Coverage, naming the City as an additional insured, with coverage limits not less than the following amounts: The maximum judgment or recovery amount allowed for injured persons as provided by Chapter 235 of the Illinois Compiled Statute Section 5/6-21 or any future section amending or replacing said section.

DeSherlia shall further maintain property insurance on the physical premises in an amount equal to the replacement cost of any

improvements to the subject property. DeSherlia shall name the City as a named insured under such property insurance policies to reflect the City's initial and subsequent interest in the subject premises.

14. Lease Fee. DeSherlia agrees to pay to the City of Grafton three percent (3%) of the total gross sales receipts derived from boat slip rentals on the subject premises. DeSherlia will pay such fee on a quarterly basis, due on the fifteenth of the month following the end of the quarter.

15. Liens. DeSherlia agrees to promptly pay all bills and expenses related to the construction of a day harbor or any other improvements upon the subject premises. DeSherlia shall not allow any mechanics or materialmans liens to be filed against the subject premises and if any such liens or liens of a similar nature are filed, DeSherlia must post adequate bond with the City to cover the release of any such lien or DeSherlia may be declared in default of this Agreement by the City and this Agreement shall be terminated if said default is not cured within 90 days after written notice of declaration of default is sent to DeSherlia by City.

16. Disaster Damage. In the event of the State or Federal authorities declaring the area, including the subject property, a disaster as the result of a major flood or other calamity, and damage occurs to the improvements upon the subject property, City shall assist DeSherlia in requesting any benefits payable to City or DeSherlia for damages to the improvements upon the subject property from FEMA/IEMA or any other source which may be reasonably

available. If required, the City may be the applicant for such benefits and if such benefits are paid to the City, the City shall promptly forward such benefits to DeSherlia as appropriate relative to the party's damages.

17. Future Rights. If City should decide to expand the harbor and related facilities anticipated to be constructed and operated by this Agreement, DeSherlia shall be given the first right of refusal to operate the expanded facility or any other harbor/marina located on City property.

18. Financing. City agrees to cooperate with DeSherlia to obtain financing for the cost of the construction of the improvements to the subject property anticipated by this Agreement. If legally possible without violating any federal, state, or local laws or regulations, including IRS rules or regulations, the City shall agree to borrow funds in the name of the City for the benefit of DeSherlia but only on the condition that the City shall have no liability for the repayment of said funds except by way of the guaranties provided by DeSherlia for the repayment of said funds.

19. Additional Grants. The City and DeSherlia agree to cooperate in the pursuit of any other grants or awards, which may affect either party's financial commitment to the completion of the purpose of this Agreement. Should any additional grants or awards or funding sources be discovered and funds thereby procured to promote the completion of the purpose of this Agreement, any such additional funds received shall be prorated between the City and DeSherlia, with the City receiving credit for forty percent (40%)

of any such additional funds and DeSherlia receiving credit for sixty percent (60%) of any such additional funds against their initial obligations to provide funding as provided in Section (21) of this Agreement

20. Grant Application. The City shall apply for the Boating Infrastructure Program (Big-P) grant and any other grants, which may be available to promote the construction and maintenance of a day harbor and related appurtenant activities of DeSherlia. The City shall make application for any such additional grant as requested from time to time in writing by DeSherlia. DeSherlia shall pay all cost associated with the application for said grant, including but not limited to, application fees, expert consultant cost reasonable incurred by City engineering cost or architectural cost, and legal expenses.

21. Contingent. This entire agreement is contingent upon the City receiving written notification within 18 months of the date of this Agreement of the approval of the Big-P Grant or other adequate funding to provide not less than Nine Hundred Ninety Six Thousand Dollars (\$996,000.00) toward reimbursement of construction cost anticipated to be incurred in the construction and development of a day harbor upon the subject premises. If the Big-P Grant is approved as aforesaid, the City of Grafton agrees to contribute an additional Two Hundred Thousand Dollars (\$200,000.00) over and above the Nine Hundred Ninety Six Thousand Dollars (\$996,000.00) provided by the Big-P Grant toward the reimbursement of construction costs for the construction and development of the day

harbor upon the subject premises. DeSherlia shall be solely responsible for any construction cost for the construction and development of a day harbor or related appurtenant services upon the subject premises after the payment of the foregoing One Million One Hundred Ninety-Six Thousand Dollars (\$1,196,000.00).

DeSherlia agrees to and shall be responsible for compliance with all rules and regulations pertaining to the award of contracts related to the construction and development of the day harbor and related appurtenant activities upon the subject premises including but not limited to appropriate bidding procedures required, inspections, compliance with all governmental requirements, and municipal ordinances of the City of Grafton. DeSherlia further agrees to be bound by and pay prevailing wages and to ensure that all contractors or sub-contractors likewise shall pay prevailing wages as determined by ordinances of the City of Grafton adopted from time to time.

22. Vacating Premises. DeSherlia shall upon expiration of this Agreement vacate the subject premises and remove all personal property belonging to DeSherlia. DeSherlia shall not remove any property which has become permanently attached or affixed to the subject premises. Should DeSherlia fail to remove or expose of any personal property as herein provided, the City may consider such property to be abandoned and such property shall become benefit of and be the sole property of City or City may elect to have such property removed and disposed of in an appropriate manner at the sole expense of DeSherlia.

rights and obligations under this Agreement without the express written consent of the other party, which shall not be unreasonably withheld.

24. Cancellation. It is agreed that this Agreement may be canceled at any time upon the mutual written agreement of the City and DeSherlia.

25. Changes or Amendments to Agreement and Severability. This Agreement, when executed by the prospective parties, shall represent the entire Agreement between the parties and any prior negotiations, discussions or representation between the parties shall be merged into and be part of this Agreement and if not expressly set forth herein, shall be of no force or effect. No change modification or amendment of this Agreement shall be valid or binding unless set forth in writing, approved by and executed by City and DeSherlia.

If any provision of this Agreement shall be found to be illegal, invalid or void, said provision shall be considered severable. The remaining provision shall not be impaired and the Agreement shall be interpreted to the extent possible to give effect to the parties intact.

26. Prevailing Party. Should any court actions arise as between the parties hereto as a result of a dispute or controversy between the parties or as a result of one party's efforts to enforce the provisions of this Agreement, the prevailing party in any such court action shall be entitled to recover from the non-

prevailing party all reasonable attorney fees and costs incurred in connection with any such legal actions in addition to any other relief available.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

CITY OF GRAFTON, ILLINOIS

BY: John R. Cooby
Mayor

Attest: [Signature]
City Clerk

DESHERLIA ENTERPRISES, L.L.C.

By: Joseph DeSherlia
Joseph DeSherlia, Project Manager

Attest: Janice DeSherlia
Janice DeSherlia, L.L.C. Member

HARBOR PROJECT AREA

Starting from a point at the southern most boundary of Grafton in the river on the east boundary of Harrison Street, due north on the east boundary of Harrison Street to a point 100' south of the south boundary of Water Street. Then east to a point 100' south of Water Street on the west boundary of Union Street. Then north to the south boundary of Water Street. Then east on the south boundary of Water Street to a point 100' west of the west boundary of Maple Street. Then due south from that point to the southern most boundary of Grafton in the river.

Appendix V



**US ARMY CORPS
OF ENGINEERS
St. Louis District
Gateway to Excellence**

Public Notice

Reply To:
U.S. Army Corps of Engineers
Attn: CEMVS-CO-F
1222 Spruce Street
St. Louis, MO 63103-2833

Public Notice No.
P-2382
Public Notice Date
August 01, 2003

Postmaster Please Post Conspicuously Until:

Expiration Date
August 22, 2003

File Number: 200305040

Interested parties are hereby notified that an application has been received for a Department of the Army permit for certain work in waters of the United States, as described below and shown on the attached map.

COMMENTS AND ADDITIONAL INFORMATION: Comments on the described work should reference the U.S. Army Corps of Engineers File Number shown above and must reach this office no later than the above expiration date of the Public Notice to become part of the record and be considered in the decision. Comments should be mailed to the following address:

U.S. Army Corps of Engineers
ATTN: CEMVS-CO-F (Alan Edmondson)
1222 Spruce Street
St. Louis, Missouri 63103-2833

APPLICANTS: Mr. Joseph DeSherlia, DeSherlia Enterprises, L.L.C., 245 E. Fairgrounds Ave., Jerseyville, Illinois 62052 and Mayor John R. Mosby, City of Grafton, P.O. Box 287, Grafton, Illinois 62037.

LOCATION: The project is proposed to occur on the left descending bank of the Illinois River at approximate river mile 0.7, just upstream of the confluence of the Mississippi River. The proposed activity is bordered by Water Street to the north, Maple street to the east, and Harrison street to the west. Specifically, the project occurs in the Northeast $\frac{1}{4}$ of Section 16, Township 6 North, and Range 12 West, in the City of Grafton, Illinois.

PROJECT DESCRIPTION: The applicant proposes to construct a boat harbor along the north side of the Illinois River in Grafton, Illinois. The purpose of the project is to provide a full service harbor and marina that will be a recreational destination for patrons in the surrounding Metropolitan St. Louis area.



**US ARMY CORPS
OF ENGINEERS
St. Louis District
Gateway to Excellence**

Public Notice

Reply To:
U.S. Army Corps of Engineers
Attn: CEMVS-CO-F
1222 Spruce Street
St. Louis, MO 63103-2833

Public Notice No.
P-2382b
Public Notice Date
May 12, 2004

Postmaster Please Post Conspicuously Until:

Expiration Date
June 2, 2004

File Number: 200305041 (This is a supplement to the original Public Notice # P-2382)

Interested parties are hereby notified that an application has been received for a Department of the Army permit for certain work in waters of the United States, as described below and shown on the attached map.

COMMENTS AND ADDITIONAL INFORMATION: Comments on the described work should reference the U.S. Army Corps of Engineers File Number shown above and must reach this office no later than the above expiration date of the Public Notice to become part of the record and be considered in the decision. Comments should be mailed to the following address:

U.S. Army Corps of Engineers
ATTN: CEMVS-CO-F (Alan Edmondson)
1222 Spruce Street
St. Louis, Missouri 63103-2833

APPLICANTS: Mr. Joseph DeSherlia, DeSherlia Enterprises, L.L.C., 245 E. Fairgrounds Ave., Jerseyville, Illinois 62052 and Mayor John R. Mosby, City of Grafton, P.O. Box 287, Grafton, Illinois 62037.

LOCATION: The project is proposed to occur on the left descending bank of the Illinois River at approximate river mile 0.7, just upstream of the confluence of the Mississippi River. The proposed activity is bordered by Water street to the north, Maple street to the east, and Harrison street to the west. Specifically, the project occurs in the Northeast $\frac{1}{4}$ of Section 16, Township 6 North, and Range 12 West, in the City of Grafton, Illinois.

PROJECT DESCRIPTION: The applicant proposes to construct a boat harbor along the north side of the Illinois River in Grafton, Illinois. The purpose of the project is to provide a full service harbor and marina that will be a recreational destination for patrons in the surrounding Metropolitan St. Louis area. Please refer to the previous public notice, P-2382, for a more detailed description.



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March 4, 2004

Mr. Joseph E. DeSherlia
DeSherlia Enterprises, L.L. C.
245 E. Fairgrounds
Jerseyville, IL 62052

Ref: Grafton Harbor
Hydraulic Analysis

Dear Mr. DeSherlia:

A hydraulic analysis of the proposed harbor breakwater was prepared. Proposed harbor location is shown in Figure 1. Using Illinois River profiles provided by the US Army Corps of Engineers, a worst-case analysis was done for a variety of flows using the HEC--2 modeling program. The flows and event frequencies modeled are presented in Table 1.

The model was prepared for a riprap breakwater constructed at mile 0.7 (Harrison St.) with a top elevation of 442 extending from Second Street to approximately 300 ft. from the bank into the river channel. The downstream effect of the breakwater was modeled to Illinois River mile 0.00, as this is the confluence of the Mississippi River where it was assumed and later confirmed there will be no impact from the breakwater. A summary of the results is presented in Table 2.

The result of the hydraulic analysis indicates the proposed breakwater will not result in flood damage or potential flood damage outside the project right-of-way. There were no changes to the existing condition river surface elevations and only a slight increase to the river velocities at the location of the proposed changes. The worst-case condition considered was the 500-year flood event. It is noted the breakwater will be topped during the 500-year flood event. The results indicate that the breakwater will not have a negative effect on the river's flood carrying capacity.

The worst-case analysis was performed considering the effects of this project alone. There will be no improvements made across the river and it is unlikely a similar development will occur in the area. It is expected the breakwater will have no negative impact on the cumulative use or development of the modeled reach. Downstream properties should benefit from the protection provided by the breakwater.

There is always the potential for the accumulation of debris and sediment with any river obstruction. From the review of aerial photography and field inspections, it is suspected that debris in the form of trees and limbs may collect. The proposed breakwater should not result in increased sedimentation of the upstream or downstream shore waters. However, a maintenance plan for keeping the breakwater free from debris and sediment may be needed.

We appreciate this opportunity to be of service. Please do not hesitate to call should you have any questions or comments.

Very truly yours,

Michael A. King, P. E.

Attachments

Table 1	
Grafton Harbor Breakwater HEC-2 Model Illinois River Flow Conditions	
Flow, cfs	Event Recurrence, years
20,000	
40,000	
61,000	
85,000	2
98,000	10
116,000	25
128,000	50
138,000	100
159,000	500

Table 2
Grafton Harbor Breakwater
HEC-2 Model Analysis
Results Summary

Mile	Flow, cfs	Existing conditions			Proposed conditions		
		Channel Width	Velocity fps	River Elevation	Channel Width	Velocity fps	River Elevation
.00	20,000	1390.00	.69	419.60	1390.00	.69	419.60
.00	40,000	1496.58	1.29	421.00	1496.58	1.29	421.00
.00	61,000	1517.65	1.70	424.20	1517.65	1.70	424.20
.00	85,000	1551.88	1.94	429.40	1551.88	1.94	429.40
.00	98,000	1570.32	2.04	432.20	1570.32	2.04	432.20
.00	116,000	1589.41	2.20	435.10	1589.41	2.20	435.10
.00	128,000	1633.33	2.26	437.50	1633.33	2.26	437.50
.00	138,000	1694.13	2.28	439.90	1694.13	2.28	439.90
.00	159,000	1919.90	2.39	443.70	1919.90	2.39	443.70
.70	20,000	1421.87	.74	419.61	1197.73	.76	419.61
.70	40,000	1864.98	1.36	421.04	1620.83	1.40	421.03
.70	61,000	1911.76	1.72	424.25	1639.04	1.81	424.25
.70	85,000	1987.54	1.86	429.45	1668.52	2.01	429.45
.70	98,000	2028.30	1.91	432.26	1684.38	2.08	432.25
.70	116,000	2070.57	2.02	435.16	1700.83	2.23	435.15
.70	128,000	2106.28	2.05	437.56	1714.42	2.28	437.55
.70	138,000	2180.21	2.05	439.96	1728.00	2.29	439.94
.70	159,000	2353.46	2.11	443.76	2337.58	2.36	443.75
1.0	20,000	1422.60	.74	419.62	1422.48	.77	419.62
1.0	40,000	1865.62	1.35	421.08	1865.64	1.42	421.08
1.0	61,000	1912.62	1.71	424.31	1912.65	1.82	424.31
1.0	85,000	1988.32	1.85	429.51	1988.33	1.99	429.51
1.0	98,000	2029.06	1.90	432.31	2029.05	2.05	432.31
1.0	116,000	2106.28	2.02	435.21	2071.34	2.18	435.21
1.0	128,000	2180.21	2.05	437.61	2106.23	2.22	437.61
1.0	138,000	1948.08	2.05	440.00	2179.93	2.21	440.01
1.0	159,000	2353.87	2.10	443.85	2353.94	2.26	443.82
1.2	20,000	1845.48	.89	419.63	1844.47	.89	419.63
1.2	40,000	2785.15	1.52	421.13	2784.82	1.52	421.13
1.2	61,000	2928.95	1.72	424.37	2928.96	1.72	424.37
1.2	85,000	3018.96	1.70	429.56	3019.01	1.69	429.56
1.2	98,000	3051.73	1.68	432.36	3051.70	1.68	432.36
1.2	116,000	3082.74	1.74	435.27	3082.79	1.74	435.27
1.2	128,000	3108.30	1.74	437.66	3108.35	1.74	437.67
1.2	138,000	3133.71	1.71	440.05	3133.76	1.71	440.06
1.2	159,000	3166.70	1.73	443.85	3166.77	1.73	443.87
1.9	20,000	1059.27	.98	419.64	1059.16	.98	419.64
1.9	40,000	1159.77	1.80	421.17	1159.65	1.80	421.17
1.9	61,000	1244.93	2.34	424.40	1244.93	2.34	424.40
1.9	85,000	1322.67	2.60	429.57	1322.72	2.60	429.57
1.9	98,000	1364.66	2.69	432.35	1364.71	2.69	432.35
1.9	116,000	1408.35	2.86	435.25	1408.41	2.86	435.25
1.9	128,000	1444.39	2.92	437.64	1444.45	2.91	437.64
1.9	138,000	1482.16	2.91	440.02	1482.60	2.91	440.02
1.9	159,000	1817.49	3.00	443.81	1818.86	3.00	443.81