
THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER 18-04

**A RESOLUTION AUTHORIZING ENTRY INTO AN EASEMENT AGREEMENT
WITH HOFFMAN PROPERTY HOLDING, LLC AND REED & BROADWAY, LLC TO
ENABLE THE INSTALLATION AND MAINTENANCE OF WATERMAIN ON
CERTAIN REAL PROPERTY**

(PIN 09-10-400-007)

TERRY HALLIDAY, Village President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
DAVID SPESIA
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Coal City

on March 28, 2018

RESOLUTION NO. 18-06

**A RESOLUTION AUTHORIZING ENTRY INTO AN EASEMENT AGREEMENT
WITH HOFFMAN PROPERTY HOLDING, LLC AND REED & BROADWAY, LLC TO
ENABLE THE INSTALLATION AND MAINTENANCE OF WATERMAIN ON
CERTAIN REAL PROPERTY**

(PIN 09-10-400-007)

WHEREAS, the Village of Coal City (hereinafter, “the Village”) is an Illinois municipal corporation organized and operated under the laws of the State of Illinois; and

WHEREAS, the Village is a non-home rule municipality and, as such, may exercise delegated statutory and Constitutional powers and such powers as are necessarily implied therefrom; and

WHEREAS, the Village is authorized by Section 11-125-2 of the Illinois Municipal Code to acquire or an interest therein as may be necessary or desirable to provide for the extension of the Village waterworks system both with and beyond its corporate limits for water supply purposes; and

WHEREAS, the Village, Hoffman Property Holding, L.L.C. (“Developer”) and Reed & Broadway, LLC (“Burdened Landowner”) have negotiated a non-exclusive public utility watermain easement agreement providing for the placement, construction, operation and maintenance of a potable water line (cumulatively, the “Watermain”) on the Burdened Landowner’s real property as legally described and depicted in the exhibits to the Permanent Public Utility Watermain Easement (the “Watermain Easement Agreement”) affixed hereto as Exhibit 1 and incorporated by reference as though fully set forth herein; and

WHEREAS, the Village Board has considered the terms and conditions provided in the attached Watermain Easement Agreement and find that entering into said Agreement is in the best interest of the Village and the residents thereof;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Coal City, Counties of Will and Grundy, Illinois, as follows:

SECTION 1. RECITALS. That the foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

SECTION 2. ENACTMENT.

The Corporate Authorities shall and do hereby authorize, approve and direct the Village President to execute and deliver the Watermain Easement Agreement and the Village Clerk to affix the Village seal thereto and to attest the executed Watermain Easement Agreement following the Village President's signature as may be required. The Village Administrator and Attorney, and such other agents as may be reasonably necessary to carry out the intent of the Agreement, are hereby authorized and directed to take such other and further action as may be reasonably necessary to carry out and give effect to the purpose and intent of this Resolution. All acts and doings of the officials of the Village, past, present and future which are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 3. RESOLUTION OF CONFLICTS. All enactments in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. SAVING CLAUSE.

If any section, paragraph, clause, or provision of this

Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution, which are hereby declared to be separable.

SECTION 5. EFFECTIVENESS.

This Resolution shall be in full force and

effect from and after its passage, approval, and publication in the manner provided by law.

SO RESOLVED this 28th day of March, 2018, at Coal City,

Grundy and Will Counties, Illinois.

AYES: 5

NAYS: 0

ABSENT: 1

ABSTAIN: 0

PRESENT: 4

APPROVED this 28th day of March, 2018.

VILLAGE OF COAL CITY


Terry Halliday, President

Attest:

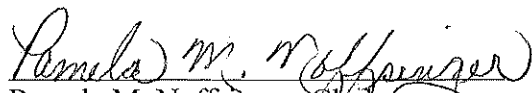

Pamela M. Noffsinger, Clerk

EXHIBIT 1

WATERMAIN EASEMENT AGREEMENT (REED & BROADWAY, LLC)

Appended on following page(s)

4814-2772-9504, v. 1

**This document prepared by
and after recording should be
sent to:**

Mark Heinle
Ancel Glink Diamond Bush
DiCianni & Krafthefer P.C.
1979 N. Mill Street, Suite 207
Naperville, Illinois 60563

PERMANENT PUBLIC UTILITY WATERMAIN EASEMENT

THIS TEMPORARY CONSTRUCTION AND PERMANENT PUBLIC UTILITY EASEMENT (this “**Agreement**”) is made and entered into this ___ day of _____, 2018, by and between (i) Reed & Broadway, LLC, an Illinois limited liability company (“**Grantor**”); (ii) the Village of Coal City, Illinois, an Illinois municipal corporation (the “**Village**”); and (iii) Hoffman Property Holding, L.L.C., an Illinois limited liability (“**Developer**”).

W I T N E S S E T H:

- A. Grantor is the owner of that certain parcel of land located in Grundy County, Illinois, legally described on **Exhibit A** attached hereto and made a part hereof (the “**Subject Parcel**”).
- B. **Developer** is or will become the owner of that certain parcel of land located in the Village of Coal City, Grundy County, Illinois that is legally described on **Exhibit B** attached hereto and made a part hereof (the “**Developer Parcel**”).
- C. In connection with Developer’s development of the Developer Parcel, it is necessary for a potable water line to be brought across the Subject Parcel to the Developer Parcel, in that specific portion of the Subject Parcel legally described on which area is legally described on **Exhibit C** attached hereto and made a part hereof and further depicted on **Exhibit D** attached hereto and made part hereof (the “**Permanent Easement Premises**”).
- D. The installation of the aforementioned potable water line within the Permanent Easement Premises may require temporary use of specific portions of the Subject Parcel that are adjacent to the Permanent Easement Premises as legally described on **Exhibit E** attached hereto and made a part hereof and further depicted on **Exhibit D** attached hereto and made a part hereof (the “**Temporary Construction Easement Premises**”) and will require use of specific portions of the Subject Parcel that are adjacent to the Permanent Easement Premises for maintenance purposes, as legally described on **Exhibit F** attached hereto and made a part hereof and further depicted on said **Exhibit D** (the “**Permanent Maintenance Easement Premises**”).

E. Grantor, as owner of the Subject Parcel, and Developer, as owner of the Developer Parcel, desire that Grantor will hereby create and grant a temporary construction easement in, to, on, over, under and through the Temporary Construction Easement Premises for the purpose of initially constructing and installing a portion of an underground potable water line and appurtenant facilities necessary for the operation and maintenance thereof (collectively, the “**Water Facilities**”), upon the terms, provisions and conditions set forth in this Agreement.

F. Grantor, as owner of the Subject Parcel, and Developer, as owner of the Developer Parcel, desire that Grantor will hereby create and grant a permanent easement in, to, on, over, under and through the Permanent Easement Premises for the purpose of utilizing, operating, inspecting, maintaining, repairing, renewing and replacing the Water Facilities upon the terms, provisions and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, the Village and Developer agree as follows:

1. **Recitals Incorporated by Reference.** The Recitals to this Agreement are incorporated herein as if they had been set forth in the text of this Agreement, as the agreement and understanding of the parties.

2. **Grant of Temporary Construction and Maintenance Easement.** Grantor, on behalf of itself and all future owners of the Subject Parcel and each portion thereof, hereby grants, declares, gives and conveys a temporary, non-exclusive easement (the “**Temporary Construction Easement**”) in, on, over, through and across the Temporary Construction Easement Premises, Permanent Easement Premises, and each portion thereof, in favor of the owners of the Developer Parcel and their respective contractors, agents, employees, representatives, successors, transferees and assigns (each, a “**Grantee**”), for the purposes of installing, maintaining and repairing the Water Facilities during the term of this Temporary Construction Easement. Grantor also hereby grants the Village and its contractors, agents, employees, representatives, successors, transferees and assigns, a temporary, non-exclusive easement in, on, over, through and across the Temporary Construction Easement Premises, Permanent Easement Premises and each portion thereof for the purpose of inspecting and testing the Water Facilities during the term of the Temporary Construction Easement. The term of this Temporary Construction Easement shall commence upon the Effective Date and terminate upon the Village’s acceptance of the Water Facilities.

3. **Grant of Permanent Easement.** Grantor, on behalf of itself and all future owners of the Subject Parcel and each portion thereof, hereby grants, declares, gives and conveys a permanent, non-exclusive easement (the “**Permanent Easement**”) in favor of the Grantees, in, on, over, through and across the Permanent Easement Premises, the Permanent Maintenance Easement Premises, and each portion thereof for the purposes of (i) continuously having the Water Facilities remain in existence and functioning properly and (ii) operating, maintaining, repairing, renewing and replacing the Water Facilities. Grantor also hereby grants the Village and its contractors, agents, employees, representatives, successors, transferees and assigns, a non-exclusive easement in, on, over, through and across the Permanent Easement Premises, the Permanent Maintenance Easement Premises, and

each portion thereof for the purposes of (i) inspecting and testing the Water Facilities in accordance with standard Village practices; and (ii) from and after such time, if any, that the Village acquires the Water Facilities or assumes maintenance responsibilities for the Water Facilities, continuously having the Water Facilities remain in existence and functioning properly and operating, maintaining, repairing, renewing and replacing the Water Facilities. The term of the Permanent Easement shall commence upon the Effective Date and continue indefinitely thereafter.

4. **Covenants of Grantee.** Neither Developer nor any other Grantee nor the Village shall have the right pursuant to this Agreement to: (a) construct or maintain any structure, installation, facility or improvement other than the Water Facilities on, over, across and under the Temporary Construction Easement Premises, the Permanent Easement Premises, the Permanent Maintenance Easement Premises or any other portion of the Subject Parcel; or (b) permit any lien to be filed against the Subject Parcel or any portion thereof or any improvements thereon for any labor or materials in connection with work performed on the Subject parcel at its direction or sufferance. As soon as is practicable following the completion of any Grantee's work within the Temporary Construction Easement Premises, the Permanent Easement Premises or the Permanent Maintenance Easement Premises, such Grantee shall restore the surface of whatever portion of the Subject Parcel was disturbed by such work to the same condition as it was in immediately prior to Grantee commencing such work, and all such restoration shall be completed by Grantee at its sole cost and expense. The covenants provided herein by Developer, any other Grantee and the Village shall in each instance be deemed separately given and in no case joint and several.

5. **Consideration.** For and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor acknowledges that it waives any claim or demand for payment of further consideration, all claims arising out of the above acquisition have been waived, including without limitation, any diminution in value to any remaining property of the Grantor caused by the permanent and temporary construction easements herein granted. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Village which may cause damage to the rest of Grantor's property.

6. **Covenants Run with Land.** All provisions of this Agreement shall run with the land in accordance with the terms hereof and be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in the applicable benefited and burdened parcels described herein. Without limiting the generality of the foregoing: (i) the burdens of the Temporary Construction Easement shall run with the land comprising the Temporary Construction Easement Premises and be binding upon said lands during the term of said easement, and the benefits of the Temporary Construction Easement shall run with and inure to the lands comprising the Developer Parcel and the owners thereof; and (ii) the burdens of the Permanent Easement shall run with the land comprising the Permanent Easement Premises and the Permanent Maintenance Easement Premises and be binding upon said lands during the term of said easement, and the benefits of the Permanent Easement shall run with and inure to the Village and the lands comprising the Developer Parcel and the owners thereof. The terms "**Village**," "**Developer**," "**Grantor**," and "**Grantee**" as used herein shall be deemed to include any and all successors, grantees and assigns of the undersigned parties, as well as future successors, grantees and assignees

of any portion or subdivision of the Subject Parcel or the Developer Parcel, and their respective successors, grantees and assigns.

7. **Indemnification and Release of Claims.** During the term of the Temporary Construction Easement (as determined in accordance with Section 2 hereof), the Grantee in title to the Developer Parcel shall: (a) assume sole and entire responsibility for any and all loss of life, injury to persons or damage to property that may be sustained due to the activities, operations or use of the Subject Parcel by itself, its agents, employees and contractors, and those claiming by, through or under the Grantee in title to the Developer Parcel; and (b) indemnify, defend and hold harmless Grantor, the Village and their respective officers, directors, employees, agents, contractors and invitees from and against any and all liability, loss, claims and expenses (including reasonable attorneys' fees) that are due to the activities, operations or use of the Subject Parcel by the Grantee in title to the Developer Parcel.

8. **Amendments and Additional Documents.** This Agreement, together with the Exhibits hereto, contains the entire agreement between the parties hereto relating to the grant of the Temporary Construction Easement and the Permanent Easement. This Agreement may be modified, amended, or supplemented only by subsequent written agreement of the Grantor and Developer (and by the Village if such amendment would modify any one or more rights or obligations of the Village hereunder). The parties further agree to promptly execute and deliver: (a) such further documents as may be reasonably requested by the other party in order to more fully effectuate the terms and provisions of this Agreement; and (b) any modification, amendment, estoppel or supplement to this Agreement requested by any lender providing financing or refinancing for the acquisition, construction, maintenance, alteration, restoration or repair of any improvements made to the Subject Parcel or the Developer Parcel, or any part thereof, so long as such modifications, releases, amendments, estoppels or supplements are reasonable and do not materially and adversely affect the duties, obligations, rights and privileges created hereunder.

9. **Notices.** All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered on the first day following delivery to an overnight courier service or on the third day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

Grantor: Reed & Broadway, LLC
1960 Island Drive
Morris, IL 60450
Attention: _____

With a copy to: _____

The Village: Village of Coal City
515 S. Broadway
Coal City, IL 60416
Attention: Village Administrator

With a copy to: Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer, P.C.
1979 N. Mill Street, Suite 207
Naperville, IL 60563
Attention: Mark Heinle

Developer: Hoffman Property Holdings, LLC
P.O. Box 810
Channahon, IL 60410
Attention: Kevin Hoffman

With a copy to: Kenneth A. Carlson
Tracy, Johnson & Wilson
2801 Black Road, Second Floor
Joliet, IL 60435

Addressees and addresses may be changed by the parties by notice given in accordance with the provisions hereof.

10. **Governing Law.** This Agreement and the obligation of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any dispute arising under this Agreement shall be exclusively in Grundy County, Illinois.

11. **Enforcement.** If any party(s) hereto shall default in the performance of an obligation under this Agreement or otherwise breach a provision of this Agreement (such party(s) being herein called the “**Defaulting Party(s)**”), the other party(s) (the “**Enforcing Party(s)**”) shall be entitled to obtain an order specifically enforcing the performance of that obligation or an injunction prohibiting that breach. The foregoing shall be in addition to all other remedies that may be available to the Enforcing Party(s) at law or in equity. In any action between the parties concerning this Agreement, the prevailing party(s) shall be reimbursed by the other party(s) on demand for all costs reasonably incurred by the prevailing party in connection with the action, including without limitation, reasonable attorneys’ fees, court costs and related costs.

12. **Non-waiver.** Neither the failure nor delay of either party to enforce any violation of, nor to insist upon the strict performance of, any obligation under this Agreement, shall be deemed a waiver by such party of any other future breach. A waiver by either party of a breach of, or a default in, any of the terms of this Agreement by the other party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No party’s exercise of any remedy under this Agreement shall be deemed to be an election of remedies or waiver of any other remedy provided for in this Agreement, or otherwise available at law or in equity.

13. **Condemnation.** If any or all of the Temporary Construction Easement Premises or the Permanent Easement Premises shall be taken by any competent authority for public use or purpose, or if Grantor shall make a conveyance of such real estate under threat thereof, Grantor shall be entitled to the entire award or compensation, and neither the Village nor Developer shall have any

right to claim any portion thereof by virtue of any interest created by this Agreement; provided, however, that: (i) the Village and Developer shall have the right to assert any claims at law or in equity before said authority based on the effect of said taking on the easements herein granted, and (ii) the Village and Developer shall be entitled to any award or compensation obtained thereby.

14. **No Joint Venture.** Nothing in this Agreement shall be construed to make the parties hereto, or any combination thereof, partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

15. **Severability.** If any provision of this Agreement or the application of any provision to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement shall remain unaffected and shall be enforced to the fullest extent permitted by law. In addition, to the extent possible, any such term or provision shall be deemed modified so that the intention of the parties is maintained to the extent permitted by applicable law.

16. **Headings/Exhibits.** The Article headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Any reference to an exhibit in this Agreement shall be deemed to incorporate by reference that exhibit into this Agreement such that it is an integral part of this Agreement.

17. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

**SIGNATURE PAGE TO TEMPORARY CONSTRUCTION AND WATER MAIN
EASEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and affixed their seals as of the day and year first above written.

GRANTORS:

Reed & Broadway, LLC, an Illinois
Limited Liability Company

Name: _____
Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF GRUNDY)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, as _____ of Reed & Broadway, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of _____, 2018.

Notary Public

**SIGNATURE PAGE TO TEMPORARY CONSTRUCTION AND WATER MAIN
EASEMENT**

THE VILLAGE:

ATTEST:

VILLAGE OF COAL CITY, an Illinois
Municipal Corporation

By: *Pamela M. Noffsinger*
Village Clerk

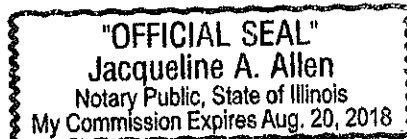
By: *Terry Halliday*
Name: Terry Halliday
Title: President

STATE OF ILLINOIS)
) SS.
COUNTY OF GRUNDY)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Terry Halliday, President of the VILLAGE OF COAL CITY, and Pamela Noffsinger, Village Clerk of said Village, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Village Clerk, respectively appeared before me this day in person and acknowledges that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth; and the said Village Clerk then and there acknowledged that she, as custodian of the corporate seal of said Village, did affix the corporate seal of said Village to said instrument, as her own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28 day of March, 2018.

Jacqueline A. Allen
Notary Public



**SIGNATURE PAGE TO TEMPORARY CONSTRUCTION AND PERMANENT WATER
MAIN EASEMENT**

DEVELOPER:

HOFFMAN PROPERTY HOLDING, L.L.C.,
an Illinois limited liability company

By: _____

Name: Kevin Hoffman

Title: Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF GRUNDY)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kevin Hoffman, Manager of Hoffman Property Holding, L.L.C., an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of _____, 2018.

Notary Public

EXHIBIT A
“Subject Parcel”

THE SOUTHEAST QUARTER OF SECTION 10, EXCEPT THE NORTH 110.00 FEET THEREOF AND EXCEPT THE WEST 356.50 FEET THEREOF, IN TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS; EXCEPT THAT PART OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 01 DEGREE 21 MINUTES 07 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER FOR A DISTANCE OF 365.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREE 21 MINUTES 07 SECONDS EAST ALONG SAID EAST LINE FOR A DISTANCE OF 722.41 FEET; THENCE SOUTH 88 DEGREES 38 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 821.10 FEET; THENCE NORTH 01 DEGREE 21 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 804.37 FEET TO THE SOUTHERLY LINE OF THE NORTHERN ILLINOIS GAS COMPANY EASEMENT PER DOCUMENT NO. 199850; THENCE ALONG SAID SOUTHERLY EASEMENT LINE NORTH 89 DEGREES 38 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 567.64 FEET; THENCE SOUTH 01 DEGREE 21 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 132.16 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 255.63 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING THAT PART OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 01 DEGREES 21 MINUTES 07 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 FOR A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 21 MINUTES 07 SECONDS EAST ALONG SAID EAST LINE FOR A DISTANCE OF 255.62 FEET; THENCE SOUTH 88 DEGREES 29 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 255.63 FEET; THENCE NORTH 01 DEGREES 21 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 255.62 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 255.63 FEET TO THE POINT OF BEGINNING, ALL IN BRACEVILLE TOWNSHIP, GRUNDY COUNTY, ILLINOIS.

P.I.N.: 09-10-400-007

ADDRESS: 1765 S. Broadway Road, Coal City, Illinois 60416

EXHIBIT B
“Developer Parcel”

PARCEL A: THE WEST 300 FEET OF THE SOUTH 726 FEET OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE EAST OF THE THIRD PRINCIPAL MERIDIAN, GRUNDY COUNTY, ILLINOIS.

P.I.N. 09-11-400-008

ADDRESS: 7520 East Reed Road, Coal City, IL

PARCEL B: THE WEST 366 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE EAST OF THE THIRD PRINCIPAL MERIDIAN, GRUNDY COUNTY, MORRIS, ILLINOIS, EXCEPT THE WEST 300 FEET OF THE SOUTH 726 FEET THEREOF.

P.I.N. 09-11-400-009 (Part of)

ADDRESS: East Reed Road, Coal City, IL

EXHIBIT C
PERMANENT EASEMENT PREMISES

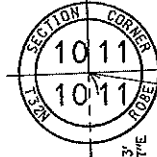
A 15 FOOT PERMANENT PUBLIC UTILITY EASEMENT IN PART OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 10; THENCE SOUTH 01 DEGREES 21 MINUTES 07 SECONDS EAST ALONG THE EAST LINE OF SOUTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 1088.03 FEET; THENCE SOUTH 88 DEGREES 38 MINUTES 53 SECONDS WEST, A DISTANCE OF 49.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 38 MINUTES 53 SECONDS WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 01 DEGREES 21 MINUTES 07 SECONDS EAST ON A LINE 64.50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 561.80 FEET; THENCE SOUTH 43 DEGREES 38 MINUTES 53 SECONDS WEST, A DISTANCE OF 7.07 FEET; THENCE SOUTH 01 DEGREES 21 MINUTES 07 SECONDS EAST ON A LINE 69.50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 914.56 FEET; THENCE SOUTH 43 DEGREES 38 MINUTES 53 SECONDS WEST, A DISTANCE OF 35.36 FEET; THENCE SOUTH 01 DEGREES 21 MINUTES 07 SECONDS EAST ON A LINE 94.5 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 58.76 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 88 DEGREES 31 MINUTES 20 SECONDS EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 15.00 FEET; THENCE NORTH 01 DEGREES 21 MINUTES 07 SECONDS WEST ALONG A LINE 79.50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 52.51 FEET; THENCE NORTH 43 DEGREES 38 MINUTES 53 SECONDS EAST, A DISTANCE OF 35.36 FEET; THENCE NORTH 01 DEGREES 21 MINUTES 07 SECONDS WEST ON A LINE 54.50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 914.56 FEET; THENCE NORTH 43 DEGREES 38 MINUTES 53 SECONDS EAST, A DISTANCE OF 7.07 FEET; THENCE NORTH 01 DEGREES 21 MINUTES 07 SECONDS WEST ON A LINE 49.50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 94.92 FEET; THENCE NORTH 88 DEGREES 12 MINUTES 57 SECONDS EAST, A DISTANCE OF 25.92 FEET; THENCE NORTH 01 DEGREES 21 MINUTES 07 SECONDS WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 88 DEGREES 12 MINUTES 57 SECONDS WEST, A DISTANCE OF 25.92 FEET; THENCE NORTH 01 DEGREES 21 MINUTES 07 SECONDS WEST ON A LINE 49.5 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 561.80 FEET TO THE POINT OF BEGINNING, IN GRUNDY COUNTY, ILLINOIS.

EXHIBIT D

PUBLIC UTILITY WATERMAIN EASEMENT

P.I.N.
09-10-400-007



POINT OF COMMENCEMENT
NORTHEAST CORNER OF
THE SOUTHEAST QUARTER
OF SECTION 10-32-8

POINT OF BEGINNING
S88°38'53"W
15.00'

- PROPOSED PERMANENT MAINTENANCE EASEMENT
- PROPOSED PERMANENT PUBLIC UTILITY EASEMENT

PROPOSED TEMPORARY
20' CONSTRUCTION
EASEMENT

P.I.N.: 09-10-400-007
REED & BROADWAY LLC

PROPOSED PERMANENT
MAINTENANCE
EASEMENT

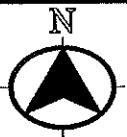
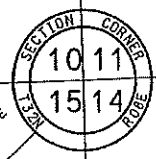
PROPOSED PERMANENT
15' PUBLIC UTILITY
EASEMENT

SOUTH LINE OF THE SOUTHEAST
QUARTER OF SECTION 10-32-8

REED ROAD

BASIS OF BEARINGS:
BEARINGS SHOWN HEREON ARE BASED ON NAD83
ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE
(2011 ADJUSTMENT) AND NAVD83 (GEOID 128) UTILIZING
GNSS EQUIPMENT AND TopNETive RTK NETWORK.

NORTH LINE OF THE NORTHEAST
QUARTER OF SECTION 15-32-8



SCALE: 1" = 250'



CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

224½ N. Liberty Street
Morris, Illinois 60450

Phone: (815) 941-0260 Fax: (815) 941-0263

DATE:
02/14/2018

JOB NO:
9585

FILENAME:
9585EASE-04

EXHIBIT E
TEMPORARY CONSTRUCTION EASEMENT PREMISES

A 20 FOOT TEMPORARY CONSTRUCTION EASEMENT IN PART OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF AND ADJACENT TO A 15 FOOT PERMANENT PUBLIC UTILITY EASEMENT DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 10; THENCE SOUTH 01 DEGREES 21 MINUTES 07 SECONDS EAST ALONG THE EAST LINE OF SOUTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 1088.03 FEET; THENCE SOUTH 88 DEGREES 38 MINUTES 53 SECONDS WEST, A DISTANCE OF 49.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 38 MINUTES 53 SECONDS WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 01 DEGREES 21 MINUTES 07 SECONDS EAST ON A LINE 64.50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 561.80 FEET; THENCE SOUTH 43 DEGREES 38 MINUTES 53 SECONDS WEST, A DISTANCE OF 7.07 FEET; THENCE SOUTH 01 DEGREES 21 MINUTES 07 SECONDS EAST ON A LINE 69.50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 914.56 FEET; THENCE SOUTH 43 DEGREES 38 MINUTES 53 SECONDS WEST, A DISTANCE OF 35.36 FEET; THENCE SOUTH 01 DEGREES 21 MINUTES 07 SECONDS EAST ON A LINE 94.5 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 58.76 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 88 DEGREES 31 MINUTES 20 SECONDS EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 15.00 FEET; THENCE NORTH 01 DEGREES 21 MINUTES 07 SECONDS WEST ALONG A LINE 79.50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 52.51 FEET; THENCE NORTH 43 DEGREES 38 MINUTES 53 SECONDS EAST, A DISTANCE OF 35.36 FEET; THENCE NORTH 01 DEGREES 21 MINUTES 07 SECONDS WEST ON A LINE 54.50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 914.56 FEET; THENCE NORTH 43 DEGREES 38 MINUTES 53 SECONDS EAST, A DISTANCE OF 7.07 FEET; THENCE NORTH 01 DEGREES 21 MINUTES 07 SECONDS WEST ON A LINE 49.50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 94.92 FEET; THENCE NORTH 88 DEGREES 12 MINUTES 57 SECONDS EAST, A DISTANCE OF 25.92 FEET; THENCE NORTH 01 DEGREES 21 MINUTES 07 SECONDS WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 88 DEGREES 12 MINUTES 57 SECONDS WEST, A DISTANCE OF 25.92 FEET; THENCE NORTH 01 DEGREES 21 MINUTES 07 SECONDS WEST ON A LINE 49.5 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 561.80 FEET TO THE POINT OF BEGINNING, IN GRUNDY COUNTY, ILLINOIS.

EXHIBIT F
PERMANENT MAINTENANCE EASEMENT PREMISES

A PERMANENT MAINTENANCE EASEMENT IN PART OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF AND ADJACENT TO A 15 FOOT PERMANENT PUBLIC UTILITY EASEMENT DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 10;
THENCE SOUTH 01 DEGREES 21 MINUTES 07 SECONDS EAST ALONG THE EAST LINE OF SOUTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 1088.03 FEET; THENCE SOUTH 88 DEGREES 38 MINUTES 53 SECONDS WEST, A DISTANCE OF 49.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 38 MINUTES 53 SECONDS WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 01 DEGREES 21 MINUTES 07 SECONDS EAST ON A LINE 64.50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 561.80 FEET; THENCE SOUTH 43 DEGREES 38 MINUTES 53 SECONDS WEST, A DISTANCE OF 7.07 FEET; THENCE SOUTH 01 DEGREES 21 MINUTES 07 SECONDS EAST ON A LINE 69.50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 914.56 FEET; THENCE SOUTH 43 DEGREES 38 MINUTES 53 SECONDS WEST, A DISTANCE OF 35.36 FEET; THENCE SOUTH 01 DEGREES 21 MINUTES 07 SECONDS EAST ON A LINE 94.5 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 58.76 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 88 DEGREES 31 MINUTES 20 SECONDS EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 15.00 FEET; THENCE NORTH 01 DEGREES 21 MINUTES 07 SECONDS WEST ALONG A LINE 79.50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 52.51 FEET; THENCE NORTH 43 DEGREES 38 MINUTES 53 SECONDS EAST, A DISTANCE OF 35.36 FEET; THENCE NORTH 01 DEGREES 21 MINUTES 07 SECONDS WEST ON A LINE 54.50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 914.56 FEET; THENCE NORTH 43 DEGREES 38 MINUTES 53 SECONDS EAST, A DISTANCE OF 7.07 FEET; THENCE NORTH 01 DEGREES 21 MINUTES 07 SECONDS WEST ON A LINE 49.50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 94.92 FEET; THENCE NORTH 88 DEGREES 12 MINUTES 57 SECONDS EAST, A DISTANCE OF 25.92 FEET; THENCE NORTH 01 DEGREES 21 MINUTES 07 SECONDS WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 88 DEGREES 12 MINUTES 57 SECONDS WEST, A DISTANCE OF 25.92 FEET; THENCE NORTH 01 DEGREES 21 MINUTES 07 SECONDS WEST ON A LINE 49.5 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 561.80 FEET TO THE POINT OF BEGINNING, IN GRUNDY COUNTY, ILLINOIS.