

**COAL CITY  
VILLAGE BOARD MEETING  
Public Hearing**

**Wednesday, May 13, 2026  
7:00 P.M.**

**AGENDA**

1. Call meeting to order
2. Public Hearing Annexation of Hauschild Property
3. Public Comment
4. Adjourn

**MEMO**

**TO:** Mayor Spesia and the Board of Trustees

**FROM:** Matthew T. Fritz  
Village Administrator

**MEETING**

**DATE:** May 13, 2026

**RE: HAUSCHILD ANNEXATION AGREEMENT PUBLIC HEARING**

Owners of approximately 253 acres of land owned between Vernon Ray Hauschild and David & Debra Hauschild are the subject of a proposed annexation for which the Village Board of Trustees previously received an annexation petition and has been the subject of Map Amendment consideration by the Zoning Board of Appeals. This land is located south of Reed Road and stretches from the Union Pacific on the west side to Berta Road on the east; this does not include the first home located immediately adjacent to the southwest corner of Berta & Reed.

In order to annex, the current owners are requesting certain terms to be enacted upon their annexation; they are contained within an annexation agreement. There are two major portions of these requirements – the first is that the land be zoned agricultural as opposed to RS1, which is the type of zoning to occur should no action be taken by the Village Board. The second term is regarding the reimbursement of a portion of the property tax levy as long as the land is not developed and is not sold. This condition will result in the tax levy portions regarding the bond debt repayment and parks being reimbursed each year should the owner request such payment.

At this time, the map amendment consideration has been continued until June 1, 2026 before the Zoning Board of Appeals, so an ordinance regarding the adoption of this agreement has not been included within the Regular Meeting Agenda. This evening, the public hearing is to be conducted and concluded, which is a necessary step prior to entering into the attached annexation agreement. It is expected that an ordinance will be prepared for action should the village board receive a recommendation regarding the Map Amendment from the Zoning Board of Appeals.

***AFTER RECORDING  
RETURN TO:***

Mark R. Heinle  
Ancel Glink, P.C.  
1979 N. Mill Street, Suite 207  
Naperville, IL 60563

*This space for Recorder's use only*

**ANNEXATION AGREEMENT**

**By and Between**

**THE VILLAGE OF COAL CITY, ILLINOIS**

**AND**

**VERNON RAY HAUSCHILD**

**AND**

**DAVID R. AND DEBRA J. HAUSCHILD**

**ANNEXATION AGREEMENT  
TO THE VILLAGE OF COAL CITY**

THIS ANNEXATION AGREEMENT ("*Agreement*") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2026, by and between the VILLAGE OF COAL CITY, an Illinois municipal corporation, located in Grundy County and Will County, Illinois (the "*Village*"), VERNON RAY HAUSCHILD ("*V. Hauschild*"), and DAVID R. AND DEBRA J. HAUSCHILD ("*D&D Hauschild*"). V. Hauschild and D&D Hauschild may be referred to collectively as "*Owners.*" The Village and Owners may be collectively referred to as the "*Parties*".

**SECTION 1. RECITALS.**

- A. V. Hauschild is the sole owner of 157.95 acres of land and improvements located at 7665-7669 E. Reed Road in unincorporated Grundy County, Illinois, P.I.N. 09-14-200-011, as legally described in **Exhibit A ("*Parcel 1*")**. Parcel 1 is presently improved with three single-family residential structures, detached garages, and corn silos, and is otherwise used for agricultural purposes.
- B. V. Hauschild is also the sole owner of an additional 47.58 acres of unimproved farmland generally described as being situated east of the Union Pacific Railroad tracks, south of E. Reed Road and west of S. Berta Road in unincorporated Grundy County, Illinois, P.I.N. 09-14-100-005, as legally described in **Exhibit B ("*Parcel 2*")**.
- C. D&D Hauschild are the sole owners of 39.05 acres of land improved with a detached single-family home and farmland commonly known as 7865 E. Reed Road in unincorporated Grundy County, Illinois 09-14-200-010, as legally described in **Exhibit C ("*Parcel 3*")**.
- D. D&D Hauschild are also the sole owners of approximately 5 acres of land improved with a detached single-family home and farmland commonly known as 7905 E. Reed Road in unincorporated Grundy County, Illinois 09-14-200-005, as legally described in **Exhibit D ("*Parcel 4*")**.
- E. D&D Hauschild also own approximately 3 acres of unimproved farmland improved with a detached single-family home and farmland generally described as being south of E. Reed Road and adjacent to and directly west of S. Berta Road in unincorporated Grundy County, Illinois 09-14-200-009, as legally described in **Exhibit E ("*Parcel 5*")**.
- F. Parcel 1, Parcel 2, Parcel 3, Parcel 4 and Parcel 5 may be collectively referred to herein as the "*Annexation Territory*".

- G. The Annexation Territory is depicted and legally described on the Plat of Annexation prepared by \_\_\_\_\_, dated \_\_\_\_\_, 2026 and attached hereto as **Exhibit F (“Plat of Annexation”)**.
- H. The Annexation Territory is contiguous to the Village’s boundaries and is not located within the corporate limits of any municipality.
- I. Owners desire to annex the Annexation Territory as shown in the Plat of Annexation into the Village, pursuant to the terms and conditions of this Agreement; and
- J. Owners have filed a duly executed and authorized annexation petition with the Village Clerk signed by the owner of record of all land within the Subject Annexation Territory, and by all electors residing thereon, if any.
- K. Owners intend to continue using the Annexation Territory for its present agricultural and residential purposes.
- L. The Village is desirous of establishing contiguity with additional acreage under separate ownership for purposes of subsequent subdivision, industrial development and the establishment of a new tax increment finance district within the Village and, as such, the Parties have negotiated the terms of a partial property tax abatement agreement for the Annexation Territory until such time as it is sold, subdivided, or developed for non-agricultural use.
- M. Owners have represented to the Village that, without the assistance of the Village as set forth in this Agreement, annexing into the Village would not be desirable.
- N. The Village has authority pursuant to 65 ILCS 5/11-15.1-2(e-5) and 35 ILCS 200/18-165 to abate real estate property taxes as provided herein.
- O. Owners and the electors residing on the Annexation Territory desire to annex the Annexation Territory into the Village, and the Village has considered the Annexation Territory and believes it would make a valuable addition to the Village.
- P. The Owners have agreed to enter into an annexation agreement setting forth the terms for the future voluntary annexation to the Village and Village approval of rezoning of the Annexation Territory.
- Q. The Annexation Territory is not presently located within the corporate limits of any municipality but is contiguous to the Village, as provided in 65 ILCS 5/7-1-1, *et seq.*
- R. The Parties are authorized to enter into this Agreement pursuant to the provisions of 65 ILCS 5/11-15.1-1 *et seq.* and desire to enter into a binding annexation agreement governing the annexation and zoning of the Annexation Territory and to provide for certain other matters related to the taxation, development and operation of the Annexation Territory.

- S. Pursuant to due notice and publication in the manner provided by the Illinois Municipal Code, a proposed annexation agreement similar in substance and in form to this Agreement was submitted to the Village President and Board of Trustees (cumulatively, the “*Corporate Authorities*”) and a public hearing was held thereon, and the Village has taken such further action required by the provisions of 65 ILCS 5/11-15.1.3 and the ordinances of the Village relating to the procedure for the authorization, approval and execution of this Annexation Agreement by the Village.
- T. The Corporate Authorities have considered the terms and provisions of this Agreement and have, by an ordinance duly adopted by a vote of two-thirds (2/3) or more of the Corporate Authorities then holding office, authorized the President to execute, and the Village Clerk to attest, this Agreement on behalf of the Village.
- U. The Agreement has been submitted to Owners and their legal counsel for review and consideration and the Owner has undertaken all actions required by law prior to the execution of this Agreement in order to make the same binding upon Owner.
- V. The Village has found and determined that the Agreement is in the best interest of the Village and the health, safety, morals and welfare of its residents, is in accord with valid public purposes and applicable law and is not otherwise prohibited by law or ordinance.
- W. The Parties have agreed to the terms and conditions set forth in this Agreement as evidenced by the signatures affixed hereto.

**NOW THEREFORE**, in consideration of the premises, mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and the Parties hereto intending to be legally bound hereby covenant and agree as follows:

## **SECTION 2. INCORPORATION OF RECITALS.**

The statements set forth in the recitals to this Agreement are the findings of the Parties, accurate and incorporated into this Section 2 as if set forth in full herein.

## **SECTION 3. TERM.**

This Agreement shall commence on the date this Agreement is fully executed by a duly authorized representative of each Party hereto (the “*Effective Date*”) and shall be binding upon the Parties and their respective successors and assigns, including without limitation any successor owners of the Annexation Territory, for twenty (20) years, commencing as of the Effective Date.

## SECTION 4. ANNEXATION OF THE PROPERTY.

**A. Annexation Petition.** Owners have filed with the Village Clerk a duly executed Annexation Petition and Plat of Annexation, pursuant to and in accordance with the provisions of Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8. Said petition is conditioned on the terms and provisions of this Agreement.

**B. Adoption of Annexation Ordinance.** Not later than thirty (30) calendar days after approval of this Agreement, the Corporate Authorities of the Village agree to approve an ordinance in substantially the form of **Exhibit G** (the “**Annexation Ordinance**”), annexing the Annexation Territory and any contiguous rights-of-way which are included with said annexation by operation of law (cumulatively, the “**Territory**”) to the Village pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8. Upon such Annexation Ordinance becoming effective, the Village shall promptly cause the Annexation Ordinance to be recorded at the office of the Recorder of Grundy County, Illinois.

**B. Effective date of Annexation.** The annexation of the Territory shall occur on the date of recordation of the Annexation Ordinance, all necessary plats, and the affidavit of service of notice as required by the Illinois Municipal Code, 65 ILCS 5/7-1-1.

## SECTION 5. ZONING.

**A. Initial Zoning.** The Parties agree that the Annexation Territory shall be zoned Low-Density, Single-Family Residential (“RS-1”) initially upon annexation by operation of Section 156.048 of the Village Code concerning the zoning classification of annexed property. The Annexation Territory may continue to be used as it is on the effective date of the Annexation Ordinance as an activity legal nonconformity within the meaning of Section 156-291(C)(1) of the Village Code, consistent with the provisions of Article XIV of the Village Code related to activity nonconformities. Stating further, the portions of the property presently used for agricultural purposes shall, notwithstanding any Village ordinance to the contrary, be permitted to continue being used for existing agricultural uses during the term of the Agreement until such portions are developed for residential, industrial or commercial uses.

### **B. Rezoning.**

1. The Parties acknowledge and agree that (i) Owners have petitioned the Village for a zoning map amendment reclassifying each parcel comprising the Annexation Territory from RS-1 to the Village’s A Agricultural District (the “**Rezoning**”), (ii) the Village’s Zoning Board of Appeals (“**ZBA**”) has or will have conducted a duly noticed public hearing thereon prior to the Village’s approval of this Agreement, (iii) that the Village has or will have completed all jurisdictional and procedural prerequisites necessary for the Village Board to render a final vote and decision upon Owners’ pending Rezoning petitions prior to the Village Board’s approval of this Agreement, and (iv) the ZBA has or will have favorably recommended approval of the Rezoning as to each parcel comprising the

Annexation Territory prior to the Village Board approving this Agreement.

2. Promptly upon passage of the Annexation Ordinance, the Village Board shall adopt an ordinance granting the Rezoning. Except as otherwise provided herein, the future development and operation of the Property shall be subject to the provisions governing the A Agricultural District unless and until such time, if ever, as all or any of the Annexation Territory is subsequently further rezoned.

## **SECTION 6. PROPERTY TAX REBATE.**

**A. Rebate Contingencies.** The Village will rebate a portion of property taxes paid on the Annexation Territory in accordance with the schedule set forth herein only if the conditions of this Section 6 and the Agreement are met and maintained by the respective owners of each parcel comprising the Annexation Territory.

**B. Rebate Obligation.** Provided that Owners meet and maintain the following conditions and Owners are otherwise in compliance with its obligations under this Agreement, the Village agrees to abate the stated portion of Owners' real estate property taxes paid on the Annexation Territory as hereafter set forth:

1. Owners respectively continue to own fee simple title to their respective parcels comprising the Annexation Territory; and
2. The parcels comprising the Annexation Territory are not subdivided or otherwise developed for purposes other than the uses in existence as of the Effective Date.

**C. Loss of Rebate.** If a parcel comprising the Annexation Territory, or any portion thereof, is sold to a third party in an arms-length transaction, or subdivided for development purposes or otherwise becomes the subject of an approved development project, then the owner(s) of such parcel or his/her successor(s) in interest shall not be entitled to any tax rebate for property taxes paid for any tax year in which the disqualifying activity takes place and all subsequent years.

**D. Rebate Schedule.** The Village shall rebate the portion of the general real estate taxes assessed on the parcels comprising the Annexation Territory and disbursed to the Village that is specifically attributable to payment of any general obligation debt service by the Village where such obligation was incurred prior to the Effective Date ("*Village Annexation Territory Tax Share*") beginning with the later of the (x) 2026 tax bill (payable in 2027) and (y) tax year of the effective date of annexation.

## **SECTION 7. SANITARY/STORM SEWER/POTABLE WATER.**

The Annexation Territory is not now serviced by a water main or sanitary sewer, but if such service becomes available due to the extension of a watermain or sewer main adjacent to the Annexation Territory in the future and Owner connects to the Village water or sanitary sewer system, the Village agrees to waive its standard tap-on fees for such connection, but sewer and water capacity user fees shall be assessed at the time of and as a condition precedent to connection in accordance with Section 51-49(A)(2).

## **SECTION 8. FEES, DEDICATIONS, DONATIONS AND CONTRIBUTIONS.**

- A. Negotiation and Review Fees. The Owners agree that they will be liable for and to pay, immediately after presentation of a written demand or demands for payment, the fees, costs and expenses incurred in connection with any applications, documents, or proposals, whether formal or informal, of whatever kind submitted by the Owners during the term of this Agreement in connection with the use and development of the Annexation Territory. Further, the Owners agree that they shall be liable for and will pay after demand all fees, costs, and expenses incurred by the Village for publications and recordings required in connection with the above matters. Stating further, the Village of Coal City shall absorb its own negotiation costs and the expenses associated with publishing and mailing required notices, and recording fees associated with this Agreement and the annexation herein contemplated.
- B. Building Permits, Water & Sewer Impacts Fees. Building permit fees shall be assessed in accordance with the , which shall include water and sewer impact fees as set forth in Sections 51-50(A)(2) and (A)(4) of the Village Code.
- C. Wastewater and Water Treatment Fees. As a condition precedent to the issuance of a building permit(s) for development of the Annexation Territory or any portion thereof, Owners shall pay to the Village a portion of the Infrastructure Fee set forth in the Table of Fees and Fines, as amended from time to time and set forth in Attachment 1 (“Table of Fees and Fines”) to Title I (“General Provisions”), Chapter 10 (“General Provisions”), and referenced in Section 10-99.F. of the Village Code of Ordinances (as amended, the “*Fee Table*”) corresponding to wastewater treatment and water treatment [cumulatively, the wastewater and water treatment fees shall be known as the “*Applicable Infrastructure Fee*”]. The acreage subject to the Applicable Infrastructure Fee shall be calculated as set forth in the Village’s adopted water and sewer infrastructure development policy.
- D. Other Village Fees. In addition to all other costs, payments, fees, or charges, required by this Agreement, the Owners shall pay to the Village all application, inspection,

impact and permit fees, all other fees, charges, and contributions pursuant to the Legal Requirements.

**SECTION 9. EASEMENTS.**

Owner shall grant to the Village public utility and enforcement easements over, on, and across the Annexation Territory for the purposes of enforcing applicable laws, making repairs, installing and servicing utilities, and providing public and emergency services.

**SECTION 10. VILLAGE SERVICES.**

Except as otherwise provided herein, upon the effective date of annexation, Owner will receive police protection and other municipal services provided by the Village.

**SECTION 11. LIABILITY AND INDEMNITY OF VILLAGE.**

**A. Village Review.** The Owners acknowledge and agree that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's annexation or review and approval of any plans for the Annexation Territory or the issuance of any approvals, permits, certificates, or acceptances for the development or use of the Annexation Territory and issuance of those approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Owners, or any of his or her heirs, successors, assigns, tenants, and licensees, or any other person, against damage or injury of any kind at any time.

**B. Village Procedure.** The Owners acknowledge and agree that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agrees not to challenge the Village's approval on the grounds of any procedural infirmity or of any denial of any procedural right.

**SECTION 12. DEFAULT AND REMEDIES.**

**A. Procedure for Declaring Defaults.** Except as otherwise provided, in the event of a breach or violation of any material term, representation, warranty, covenant, agreement, or condition of this Agreement ("**Default**"), the Party not in Default shall serve written notice upon the Party in Default, which notice shall be in writing and shall specify the particular Default. Failure on the part of either Party to cure the Default within thirty (30) days after receiving written notice thereof (unless a different time period is specified in the Agreement for curing non-performance of a specific task or event) shall constitute an "**Event of Default.**" Except as otherwise provided in this Agreement, no Event of Default of this Agreement may be found to have occurred if performance has commenced to cure such default to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice and the Party alleged to be in Default continues diligently to pursue such cure. Except as otherwise provided, no

Default by Owner or the Village shall be actionable or be of other consequence unless and until it shall constitute an Event of Default.

**B. Remedies for Events of Default.** Except where a particular remedy is specified in this Agreement for a specific Default or Event of Default, the Parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Owner agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation or execution of this Agreement. Neither Party shall be liable to the other for consequential damages or lost profits. Any action brought by either party to this Agreement shall be prosecuted in a court of competent jurisdiction in Grundy County, Illinois. In the event that either Party hereto institutes legal proceedings against the other Party for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against the losing Party all expenses of such legal proceedings incurred by the prevailing Party, including, but not limited to, court costs and attorneys' fees, and witnesses' fees incurred by the prevailing Party in connection therewith.

**C. No Waiver of Right to Enforce.** Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and/or conditions set forth herein, or any of them, upon any other party imposed, shall not, absent other facts and circumstances, constitute or otherwise be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement and/or condition, but the same shall continue in full force and effect.

### **SECTION 13. GENERAL PROVISIONS.**

**A. Binding Effect.** The Parties intend that the terms and conditions of this Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors, or lessees. Owner shall be required to inform any and all prospective and future successors, nominees and assigns of the obligations contained in this Agreement.

**B. Time.** Time is of the essence in the performance of this Agreement. If the time for any performance hereunder ends on a day not a business day, such time shall be extended to the next business day.

**C. Recordation.** This Agreement shall be recorded with the Office of the Grundy County Recorder at the Village's expense, and all contracts and deeds of conveyance relating to the Annexation Territory, or any part thereof, shall be subject to the provisions of this Agreement.

**D. No Third Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the Parties hereto and their respective successors and permitted assigns and no third party is intended to or shall have any rights hereunder.

**E. Assignment.** No part of this Agreement may be assigned by either of the Parties hereto without prior written consent of the other Party.

**F. Entire Agreement.** This Agreement shall constitute the entire agreement of the Parties hereto; all prior agreements between the Parties, whether written or oral, are merged herein and shall be of no force and effect.

**G. Amendments and Modifications.** No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and properly approved by the Corporate Authorities of the Village at the time such modification is intended to be effective, pursuant to all applicable statutory procedures.

**H. Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law.

**I. Non-Waiver.** The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village to exercise at any time any such rights shall not be deemed or construed as a waiver thereof, nor shall such failure void or affect the Village's right to enforce such rights of any other rights.

**J. Notice.** All notice required or permitted to be given under this Agreement shall be in writing and shall be (i) personally delivered, or (ii) delivered by a reputable overnight courier, or (iii) delivered by certified mail, return receipt requested, and deposited in the U. S. Mail, postage prepaid.

Notices and communications to the Owners shall be addressed to, and delivered at, the following addresses:

Vernon Ray Hauschild

P.O. Box 158  
Ruidoso, N.M. 88355

David R. and Debra J. Hauschild

2280 S. Gorman Rd.  
MAZON, JL 60444

With a copy to: Donald F. Black  
Black & Black Lawyers  
P.O. Box 148  
Morris, IL 60450

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

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

With a copy to: Mark R. Heinle  
Ancel Glink, P.C.  
1979 N. Mill Street, Suite 207  
Naperville, IL 60563

**K. Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

**L. Severability.** If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the enforceability of that provision in any other situation.

**M. Interpretation.** This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

**N. Exhibits. Exhibits A through G,** attached to this Agreement, are, by this reference, incorporated in and made a part of this Agreement.

**O. Authority to Execute.**

1. **The Village.** The Village hereby represents to the Owners that the persons executing this Agreement on its behalf have been properly authorized to do so by its Corporate Authorities.

2. **Owners.** Owner hereby represent to the Village that each is the lawful owner of the portions of the Annexation Territory set forth hereinabove and is therefore the appropriate person to encumber the Annexation Territory with this Agreement.

**P. Counterparts.** This Agreement may be executed in counterpart, each of which shall constitute an original document, which together shall constitute one and the same instrument.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE  
FOLLOWS.***

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above.

**VILLAGE OF COAL CITY:**

By: \_\_\_\_\_

President David A. Spesia

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Kayla Melvin, Village Clerk



**VERNON RAY HAUSCHILD**

x Vernon Ray Hauschild

Date: 3-16-26

Signature of Notary:  
Viviana P. Beltran  
Expiration Date: 05-09-2029

**DAVID R. HAUSCHILD**

David R. Hauschild

Date: 3-16-26

**DEBRA J. HAUSCHILD**

Debra J. Hauschild

Date: 3-16-26

**EXHIBIT A**

**LEGAL DESCRIPTION OF PARCEL 1  
PARCEL 1 LEGAL DESCRIPTION**

The Northeast Quarter and the East 47 acres of the North Half of the Northwest Quarter of Section 14 in Township 32 North, Range 8 East of the Third Principal Meridian, Grundy County, Illinois,

EXCEPTING THEREFROM the following tracts of land:

Tract 1: Part of the Northeast Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian, described as follows:

Beginning at the northeast corner of the Northeast Quarter of said Section 14; thence South 89 degrees 37 minutes 55 seconds West, 1,002.00 feet along the north line of said Northeast Quarter; thence South 250.00 feet parallel with the east line of said Northeast Quarter; thence South 89 degrees 37 minutes 55 seconds West, 774.00 feet parallel with the north line of said Northeast Quarter to the center of a grass lane; thence South 01 degree 21 minutes 32 seconds East, 981.00 feet along the center of the said grass lane to the center of a drainage ditch; thence South 85 degrees 59 minutes 24 seconds East, 1,757.00 feet along the center of said drainage ditch to the east line of said Northeast Quarter; thence North 1,365.00 feet along said east line to the Point of Beginning, situated in Braceville Township, Grundy County, Illinois.

Tract 2: Part of the Northeast Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian, described as follows:

Commencing at the northeast corner of the Northeast Quarter of said Section 14; thence South 89 degrees 37 minutes 55 seconds West, 668.00 feet along the north line of said Northeast Quarter; thence continuing West 265.00 feet to the Point of Beginning; thence South 260.83 feet; thence West 220.00 feet; thence North 260.83 feet; thence East 220.00 feet to the Point of Beginning, situated in Braceville Township, Grundy County, Illinois.

PIN 09-14-200-011

**EXHIBIT B**

**PARCEL 2 LEGAL DESCRIPTION**

A parcel of land forming a portion of the Illinois Central Gulf Railroad Company's Pequot Line right of way and property situated in the South Half of the Northwest Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian, Grundy County, Illinois, said parcel being all of that part of said South Half of the Northwest Quarter that lies easterly of and adjacent to a line that lies parallel with and 25 feet normally distant easterly from the centerline of Grantor's main track; said main track centerline intersects the south line of said South Half of the Northwest Quarter approximately 1,595.00 feet westerly from the southeast corner of said South Half of the Northwest Quarter and intersects the North line of said South Half of the Northwest Quarter approximately 1,595.00 feet Westerly from the northeast corner of said South Half of the Northwest Quarter.

PIN 09-14-100-005

**EXHIBIT C**

**PARCEL 3 LEGAL DESCRIPTION**

Part of the Northeast Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian, described as follows:

Commencing at the northeast corner of the Northeast Quarter of said Section 14; thence West 668.0 feet to the Point of Beginning; thence West 485.0 feet; thence South 250.0 feet; thence West 623.0 feet; thence South 981.0 feet; thence Southeast 1,757.0 feet; thence North 712.89 feet; thence West 668.0 feet; thence North 652.11 feet to the Point of Beginning, containing 39.05 acres, more or less, situated in Braceville Township, Grundy County, Illinois.

7865 E. Reed Road  
P.I.N. 09-14-200-010

**EXHIBIT D**

**PARCEL 4 LEGAL DESCRIPTION**

Part of the Northeast Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian described as follows:

Commencing at the northeast corner of the Northeast Quarter of said Section 14; thence South 89 degrees, 37 minutes 55 seconds West, 334.0 feet along the north line of said Northeast Quarter to the Point of Beginning; thence South 652.11 feet parallel with the east line of said Northeast Quarter; thence South 89 degrees 37 minutes 55 seconds West, 334.0 feet parallel with the north line of said Northeast Quarter; thence North 652.11 feet parallel with the east line of said Northeast Quarter to the north line of said Northeast Quarter; thence North 89 degrees 37 minutes 55 seconds East, 334.0 feet along said north line to the Point of Beginning, situated in Braceville Township, Grundy County, Illinois.

7905 E. Reed Road  
P.I.N. 09-14-200-005

**EXHIBIT E**

**PARCEL 5 LEGAL DESCRIPTION**

Part of the Northeast Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian described as follows:

Beginning at the northeast corner of the Northeast Quarter of said Section 14; thence South 89 degrees 37 minutes 55 seconds West, 334.00 feet along the north line of said Northeast Quarter; thence South 652.11 feet parallel with the east line of the said Northeast Quarter; thence North 89 degrees 37 minutes 55 seconds East, 334.00 feet parallel with the north line of said Northeast Quarter to the east line of said Northeast Quarter; thence North 652.11 feet along said east line to the Point of Beginning, situated in Braceville Township, Grundy County, Illinois.

EXCEPTING THEREFROM the North 260.838 feet of the above-described parcel.

P.I.N. 09-14-200-009