

ORDINANCE NO. 4690

**AN ORDINANCE APPROVING AND AUTHORIZING A FIRST AMENDMENT TO
ANNEXATION AGREEMENT**

(Parcels A, B and C Located South of U.S. Route 6 and West of Brisbin Road, Morris, Illinois)

RECITALS

WHEREAS, on or about January 22, 2008, the City entered into an Annexation Agreement with Five Star Land Company, L.L.C., Practice Range, L.L.C., and ATG Trust Company, as trustee under a Trust Agreement dated June 8, 1998 known as Trust No. 98-037, which Agreement was recorded with the Grundy County Recorder on March 31, 2008 as Document Number 488112 (the “**Agreement**”); and

WHEREAS, CP subsequently acquired title to and ownership of a +/-226 acre portion of the Property referred to in the Agreement as Parcel A (“**Parcel A**”); and

WHEREAS, the Property subject to the Annexation Agreement is currently owned by CP Morris Land, LLC, a Delaware Limited Liability Company, DRI/Chi Brisbin Road, LLC, a Delaware Limited Liability Company (“DRI”) and CP Morris Land East, LLC (“CP”), a Delaware Limited Liability Company; and

WHEREAS, ILLCO Grundy County, LLC, a Delaware Limited Liability Company, (“ILLCO”) is the contract purchaser of one hundred eighty six (186) acres of the Property situated east of Gun Club Road subject to the Agreement (the “ILLCO Acquisition Site”); and

WHEREAS, CP as of the Effective Date will retain ownership of the forty acres of the Property west of Gun Club Road and DRI owns a portion of the Property which is located along Brisbin Road; and

WHEREAS, the various ownership parcels are more fully described in the First Amendment to the Annexation Agreement attached hereto as Exhibit A (the “First Amendment”); and

WHEREAS, as of the Effective Date as set forth below, ILLCO will have purchased and acquired from CP the ILLCO Acquisition Site; and

WHEREAS, pursuant to notice published in accordance with 65 ILCS 5/11-15.1-3 on August 18, 2025 the Mayor and City Council conducted a public hearing to consider this First Amendment; and

NOW THEREFORE BE IT ORDAINED BY AT LEAST A 2/3 VOTE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MORRIS, GRUNDY COUNTY, ILLINOIS IN THE EXERCISE OF THEIR STATUTORY AND OTHER POWERS, AS FOLLOWS:

Section 1. Approval and Authorization. The First Amendment to the Annexation Agreement in substantially the form set forth in Exhibit A attached hereto (the "First Amendment") be and is hereby approved and the Mayor and City Clerk are authorized and directed to execute and attest to the First Amendment on behalf of the City at such time within the next one (1) year period if, and only if, ILLCO or its affiliate or subsidiary closes and becomes the fee title owner of the ILLCO Acquisition Site as more fully described in the First Amendment. If such closing does not occur within the one (1) year period, then in that event, the First Amendment shall not be executed by the Mayor nor binding upon the City. The date upon which the Mayor executes the First Amendment shall be the Effective Date of the First Amendment.

Section 2. Severability. If any section, paragraph, subdivision, clause, sentence or provision of this Resolution shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

Section 3. Repealer. All ordinances or parts of ordinances conflicting with any provisions of this Ordinance are hereby repealed.

Section 4. Effective Date. This Ordinance shall be effective from and after its passage, approval, and publication as may be required by law.

PASSED, APPROVED AND ADOPTED by the Corporate Authorities of the City of Morris, Illinois on the 18 day of August, A.D., 2025, and filed in the Office of the City Clerk of said City on that date.

MAYOR & ALDERMEN	AYE VOTE	NAY VOTE	ABSTAIN/ABSENT
Dean Tambling	✓		
Julian Houston	✓		
Herb Wyeth	✓		
Jake Duvick	✓		
Sarah Mettillle			✓
Carrie Hall	✓		
Alex Clubb		✓	
Jim Black	✓		
Chris Brown, Mayor	✓		
TOTAL VOTES:	7	1	1

APPROVED: _____

Mayor

DATE: _____

ATTEST: _____

DATE: _____

City Clerk

LIST OF EXHIBITS

Exhibit A

First Amendment to the Annexation Agreement

DOCUMENT #: 636135
12/29/2025 12:27 PM
PAGES RECORDED: 13
KAY T. OLSON
GRUNDY COUNTY
CLERK AND RECORDER

Prepared by:
Ancel Glink, P.C.
140 S. Dearborn Street, 6th Floor
Chicago, Illinois 60603
Attn: Gregory W. Jones

RECORDING FEE	90.00
RHSP FEE	18.00
NON-STANDARD FEE	25.00

Return To:
Mahoney Silverman & Cross, LLC
822 Infantry Drive, Suite 100
Joliet, Illinois 60435
Attn: David J. Silverman

[Above space reserved for Recorder]

FIRST AMENDMENT TO ANNEXATION AGREEMENT

(Parcels A, B and C Located South of U.S. Route 6 and West of Brisbin Road, Morris, Illinois)

THIS FIRST AMENDMENT TO ANNEXATION AGREEMENT ("First Amendment") is entered into this 19th day of December, 2025 ("Effective Date") by and between the City of Morris, an Illinois municipal corporation located in Grundy County, Illinois ("City"), CP Morris Land, LLC, a Delaware limited liability company ("CP"), DRI/CHI Brisbin Road, L.L.C., a Delaware limited liability company ("DRI"), CP Morris Land East, LLC, a Delaware limited liability company ("CP2") and ILLCO Grundy County, LLC, a Delaware limited liability company ("ILLCO") (collectively, the City, CP, DRI, CP2, and ILLCO are the "Parties" and individually, sometimes, a "Party").

RECITALS

WHEREAS, on or about January 22, 2008, the City entered into an Annexation Agreement with Five Star Land Company, L.L.C., Practice Range, L.L.C., and ATG Trust Company, as trustee under a Trust Agreement dated June 8, 1998 known as Trust No. 98-037 (each, an "Original Owner"), which Agreement was recorded with the Grundy County Recorder on March 31, 2008 against the real property legally described in Exhibit A ("Property") as Document Number 488112 ("Agreement"); and

WHEREAS, CP subsequently acquired from the Original Owner title to and ownership of a +/-226 acre portion of the Property referred to in the Agreement as Parcel A ("Parcel A"); and

WHEREAS, DRI owns a +/-64 acre portion of the Property and CP2 owns a +/-112 acre portion of the Property, all generally located east and north of Parcel A; and

WHEREAS, as of the Effective Date, ILLCO has purchased and acquired from CP a 186 acre portion of Parcel A located east of Gun Club Road in Morris, Illinois, legally described in Exhibit B ("Acquisition Site"), and CP has retained, and still owns, all of Parcel A other than the Acquisition Site; and

WHEREAS, the Acquisition Site is within the City's corporate boundaries and is located within the M-2 Manufacturing Zoning District; and

First Amendment to ORD
South Property
12.9.25

1 Fidelity National Title
FCHI2400645LI 7 of 7

WHEREAS, collectively, CP, DRI, CP2 and ILLCO are the successors in interest to the Original Owner under the Agreement, each with respect to the respective portions of the Property that each of CP, DRI, CP2 and ILLCO own as set forth above; and

WHEREAS, in connection with ILLCO's acquisition of the Acquisition Site and ILLCO becoming the Original Owner and CP's successor in interest under the Agreement with respect to the Acquisition Site, the Parties wish to amend the Agreement as set forth in this First Amendment; and

WHEREAS, pursuant to notice published in accordance with 65 ILCS 5/11-15.1-3 on August 18, 2025 the City Council conducted a public hearing to consider this First Amendment; and

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

Section 1. Recitals and Exhibits. The foregoing recitals and all exhibits attached to this First Amendment are incorporated into this Section by reference.

Section 2. Capitalized Terms; Conflict. Any capitalized term used herein, but not defined herein, shall have the meaning given to such term in the Agreement. In the event of any conflict between the terms and conditions hereof and those set forth in the Agreement, the terms and conditions of this First Amendment shall control.

Section 3. Gun Club Road Improvements. Agreement Section 4.4(a) is struck in its entirety and replaced with the following:

4.4 Roadway Improvements.

(a) CP and ILLCO will improve and, upon completion, dedicate to the City that portion of Gun Club Road adjacent to the Parcel A in accordance with the provisions of the Agreement Providing for the Redevelopment and Financing of Certain Property and Improvements dated September 5, 2023, and recorded with the Grundy County Recorder on September 7, 2023 as Document Number 612378, as amended. For the avoidance of doubt, DRI will have no obligation with regard to the portion of Gun Club Road described in the aforementioned sentence.

Section 4. Notice. Agreement Section 28 is revised to add the following notice information:

If to ILLCO Grundy County, LLC:

ILLCO Grundy County, LLC
c/o Tract Capital Management, LP
3200 Cherry Creek S. Drive, Suite 700
Denver, Colorado 80209
Attn: Legal Department
Tel: (303) 256-2759
Email: legal@tract.com

If to CP Morris Land, LLC and/or CP Morris Land East, LLC:

200 W. Madison Street, Suite 1625
Chicago, Illinois 60606
Attn: Kevin Matzke

If to DRI/CHI Brisbin Road, L.L.C.:

c/o Crow Holdings Industrial
318 North Carpenter Street, Suite 250
Chicago, IL 60607
Attention: Matt Kurucz

With a copy to:

Polsinelli PC
Attn: Patrick Maloney, Esq.
150 N. Riverside, Suite 3000
Chicago, IL 60606
Email: pmaloney@polsinelli.com

Section 5. No Change Items. The Agreement is amended to create a new section, Section 42, which reads as follows:

42. CODE REVISIONS.

Notwithstanding any provision of this Agreement to contrary, including, without limitation Agreement Recital H, Section 2.2, Section 22.1, Section 40, or Exhibit C (i.e., the No Change Items), each of the OWNERS may individually elect in their own sole discretion, and upon written notice to the City Clerk, to have any changes or amendments approved by the City to the Zoning Ordinance or Development Regulations apply to the portion of the Property owned by the OWNER making the election and its development, use, and maintenance, in which case such change or amendment shall be deemed incorporated into the No Change Items with respect to that portion of the Property owned by the OWNER making the election. For the avoidance of doubt, OWNERS elect to allow all permitted uses in the M-1 Manufacturing Zoning District and M-2 Manufacturing Zoning District that are identified in Ordinance No. 4647 approved by the City on October 21, 2024, including, without limitation, data centers, as permitted uses on those respective portions of the Property, and the City accepts this provision as sufficient notice of OWNERS' election concerning the same.

Section 6. Owner Obligations. The Agreement is amended to create a new section, Section 43, which reads as follows:

43. OWNER OBLIGATIONS.

Notwithstanding any provision of this Agreement to the contrary, each Party comprising the OWNER shall only be responsible for obligations and improvements associated with that portion of the Property that is owned by the OWNER.

Section 7. No Default. The Parties represent, warrant, and agree that as of the Effective Date, the Parties have fully performed under the Agreement and that no ongoing uncured default under the Agreement exists. The Parties further agree that a default under the Agreement committed or allowed by one Party shall not constitute a default by any other Party, and that a Party pursuing remedies in response to an Event of Default may only do so against the Party that committed or allowed the Event of Default.

Section 8. One Agreement. The Agreement and the First Amendment shall be construed as one instrument. The terms and provisions of the Agreement not specifically modified by this First Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged or otherwise

altered by this First Amendment. The terms and provisions of the Agreement are incorporated herein by reference as if fully stated herein.

Section 9. **Final Form.** This First Amendment represents the final agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements between the Parties. There are no unwritten oral agreements between the Parties.

Section 10. **Severability.** If any term or provision of this First Amendment, or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this First Amendment, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. Each provision of this First Amendment shall be valid and shall be enforceable to the extent permitted by law.

Section 11. **Authority.** Each Party represents and warrants to the other that it has the requisite authority to enter into this First Amendment, and each party shall, upon request, provide evidence of such authority acceptable to the other at the time of execution of this First Amendment.

Section 12. **Counterparts.** This First Amendment may be executed in multiple counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively but one instrument; but in making proof of this First Amendment, it shall not be necessary to produce or account for more than one such counterpart.

Section 13. **Recording.** On or after the Effective Date, this First Amendment will be recorded against the Property with the Grundy County Recorder.

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IN WITNESS WHEREOF, this First Amendment has been fully executed by the Parties on the Effective Date.

CITY OF MORRIS,
an Illinois municipal corporation

By: Chris Brown

Chris Brown, Mayor

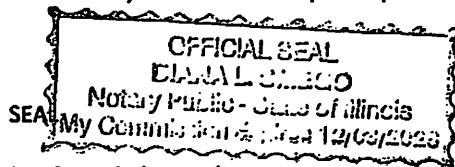
Attest: Lori Werden

Lori Werden, City Clerk

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF GRUNDY)

This instrument was acknowledged before me on December 16th, 2025, by Chris Brown, Mayor of the CITY OF MORRIS, an Illinois municipal corporation, and by Lori Werden, the Village Clerk of said municipal corporation.



My Commission expires:

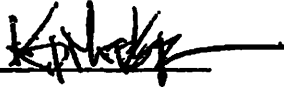
12/03/2026

Diana L. Smego
Signature of Notary

[Intentionally left blank; signature pages follow]

**SIGNATURE PAGE – FIRST AMENDMENT TO ANNEXATION AGREEMENT
(2008/SOUTH PROPERTY)**

CP MORRIS LAND, LLC,
a Delaware limited liability company

By: 

Name: Kevin Matzke

Title: Authorized Signatory

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF CLATSOP)

This Instrument was acknowledged before me on December 16, 2025, by Kevin Matzke, the Authorized Signatory of CP MORRIS LAND, LLC, a Delaware limited liability company, as his/her free and voluntary act in his/her capacity as Authorized Signatory of said company.


Signature of Notary

SEAL

My Commission expires:

2/27/2028

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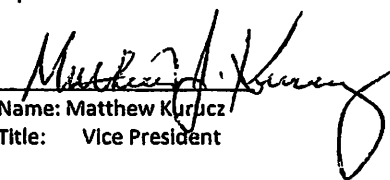


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DRI/CHI BRISBIN ROAD, L.L.C.,
a Delaware limited liability company

By: CHI Midwest 110 Brisbin Road, L.P.,
a Delaware limited partnership,
its managing member

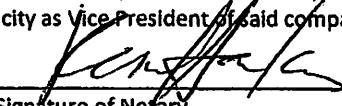
By: CHI LTH GP, L.L.C.,
a Delaware limited liability company,
its general partner

By: 
Name: Matthew Kurucz
Title: Vice President

ACKNOWLEDGEMENT

STATE OF IL)
COUNTY OF COOK) SS.

This instrument was acknowledged before me on December 17, 2025, by Matthew Kurucz, the Vice President of CHI LTH GP, L.L.C., a Delaware limited liability company, general partner of CHI Midwest 110 Brisbin Road, L.P., a Delaware limited partnership, managing member of DRI/CHI BRISBIN ROAD, L.L.C., a Delaware limited liability company, as his free and voluntary act in his capacity as Vice President of said company.



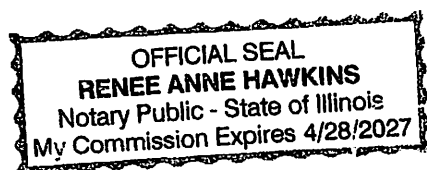
Signature of Notary

SEAL

My Commission expires:

4/28/27

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**SIGNATURE PAGE – FIRST AMENDMENT TO ANNEXATION AGREEMENT
(2008/SOUTH PROPERTY)**

CP MORRIS LAND EAST, LLC,
a Delaware limited liability company

By: 

Name: Kevin Matzke

Title: Authorized Signatory

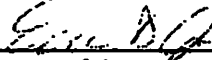
ACKNOWLEDGEMENT

STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

This Instrument was acknowledged before me on December 16, 2025, by Kevin Matzke, the Authorized Signatory of CP MORRIS LAND EAST, LLC, a Delaware limited liability company, as his/her free and voluntary act in his/her capacity as Authorized Signatory of said company.



Signature of Notary

SEAL

My Commission expires: 2/27/2026

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**SIGNATURE PAGE – FIRST AMENDMENT TO ANNEXATION AGREEMENT
(2008/SOUTH PROPERTY)**

IN WITNESS WHEREOF, this First Amendment to the 2008 (South) Annexation Agreement) has been fully executed by the Parties on the Effective Date.

ILLCO:

ILLCO GRUNDY COUNTY, LLC,
a Delaware limited liability company

By: _____

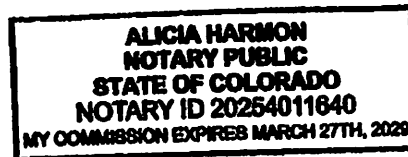
Name:

Jessica Bennett

Title:

Chief Legal Officer

STATE OF Colorado §
COUNTY OF Denver §



This instrument was executed and acknowledged before me on this 15 day of December, 2025 by Jessica Bennett, the Chief Legal Officer of ILLCO Grundy County, LLC, a Delaware limited liability company, on behalf of said limited liability company. The individual whose name is subscribed to this instrument is personally known to me.

Alicia Harmon
NOTARY PUBLIC, STATE OF Colorado

My Commission Expires:

March 27, 2029

[Signature Page to First Amendment to Annexation Agreement (2008/South Property)]

Exhibit A

Legal Description of Property

Parcel A (Annexation Parcel I, Tract 1 in Channahon Annexation Agreement)

THE EAST 40 ACRES OF THE NORTH 100 ACRES OF THE NORTHEAST QUARTER OF SECTION 26, PART OF THE NORTHWEST QUARTER OF SECTION 25 AND PART OF THE SOUTHWEST QUARTER OF SAID SECTION 25, ALL IN TOWNSHIP 34 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 25; THENCE NORTH 89 DEGREES 51 MINUTES 40 SECONDS EAST 2649.89 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 25; THENCE SOUTH 0 DEGREES 36 MINUTES 06 SECONDS WEST 2649.86 FEET TO THE CENTER OF SAID SECTION 25; THENCE SOUTH 89 DEGREES 55 MINUTES 24 SECONDS WEST 50.12 FEET ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION; THENCE SOUTH 0 DEGREES 43 MINUTES 27 SECONDS WEST 298.20 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE CSX RAILROAD; THENCE SOUTH 51 DEGREES 18 MINUTES 57 SECONDS WEST 41.10 FEET ALONG SAID RAILROAD RIGHT-OF-WAY; THENCE NORTH 89 DEGREES 27 MINUTES 41 SECONDS WEST 1305.14 FEET; THENCE SOUTH 76 DEGREES 32 MINUTES 07 SECONDS WEST 213.06 FEET; THENCE SOUTH 60 DEGREES 31 MINUTES 16 SECONDS WEST 379.75 FEET; THENCE SOUTH 69 DEGREES 10 MINUTES 38 SECONDS WEST 574.82 FEET; THENCE SOUTH 83 DEGREES 00 MINUTES 20 SECONDS WEST 185.65 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER SECTION; THENCE NORTH 0 DEGREES 29 MINUTES 34 SECONDS EAST 771.58 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 25; THENCE NORTH 89 DEGREES 55 MINUTES 24 SECONDS EAST 332.54 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER SECTION; THENCE NORTH 0 DEGREES 30 MINUTES 16 SECONDS EAST 95.52 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 16 SECONDS WEST 142.48 FEET; THENCE NORTH 0 DEGREES 30 MINUTES 16 SECONDS EAST 91.06 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 16 SECONDS WEST 190.17 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 25; THENCE NORTH 0 DEGREES 28 MINUTES 11 SECONDS EAST 821.29 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER SECTION TO THE SOUTHEAST CORNER OF THE NORTH 100 ACRES OF THE NORTHEAST QUARTER OF SECTION 26; THENCE SOUTH 89 DEGREES 34 MINUTES 15 SECONDS WEST 1063.18 FEET ALONG THE SOUTH LINE OF SAID NORTH 100 ACRES OF THE NORTHEAST QUARTER OF SECTION 26; THENCE NORTH 0 DEGREES 28 MINUTES 11 SECONDS EAST 1639.06 FEET ALONG THE WEST LINE OF THE EAST 40 ACRES OF THE NORTH 100 ACRES OF THE NORTHEAST QUARTER OF SECTION 26 TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 26; THENCE NORTH 89 DEGREES 34 MINUTES 15 SECONDS EAST 1063.18 FEET TO THE POINT OF BEGINNING, CONTAINING 225.686 ACRES, MORE OR LESS ALL SITUATED IN SARATOGA TOWNSHIP, GRUNDY COUNTY, ILLINOIS, RESERVING A 50 FOOT EASEMENT ON EACH SIDE OF THE CENTERLINE OF GUN CLUB ROAD IN FAVOR OF NORTHERN ILLINOIS GAS COMPANY.

Parcel A-1 (Part of "Parcel A")

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, IN TOWNSHIP 34 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 25; THENCE SOUTH 89 DEGREES 55 MINUTES 24 SECONDS WEST 50.12 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER SECTION TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 43 MINUTES 27 SECONDS WEST 298.20 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE CSX RAILROAD; THENCE SOUTH 51 DEGREES 18 MINUTES 57 SECONDS WEST 41.10 FEET ALONG SAID RAILROAD RIGHT-OF-WAY; THENCE NORTH 89 DEGREES 27 MINUTES 41 SECONDS WEST 1305.14 FEET; THENCE SOUTH 76 DEGREES 32 MINUTES 07 SECONDS WEST 213.06 FEET; THENCE SOUTH 60 DEGREES 31 MINUTES 16 SECONDS WEST 379.75 FEET; THENCE SOUTH 69 DEGREES 10 MINUTES 38 SECONDS WEST 574.82 FEET; THENCE SOUTH 83 DEGREES 00 MINUTES 20 SECONDS WEST 185.65 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER SECTION; THENCE NORTH 00 DEGREES 29 MINUTES 34 SECONDS EAST 771.58 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 25; THENCE NORTH 89 DEGREES 55 MINUTES 24 SECONDS EAST 2593.63 FEET TO THE POINT OF BEGINNING, CONTAINING 25.90 ACRES MORE OR LESS, ALL SITUATED IN SARATOGA TOWNSHIP, GRUNDY COUNTY, ILLINOIS, RESERVING A 50 FOOT EASEMENT ON EAST SIDE OF THE CENTERLINE OF GUN CLUB ROAD IN FAVOR OF NORTHERN ILLINOIS GAS COMPANY.

Parcel B (Annexation Parcel I, Tract 2 in Channahon Annexation Agreement)

THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 34 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CSX RAILROAD, EXCEPTING THE WEST 400.0 FEET THEREOF, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID WEST HALF OF THE NORTHEAST QUARTER OF SECTION 25; THENCE SOUTH 0 DEGREES 30 MINUTES 55 SECONDS WEST 1838.87 FEET ALONG THE EAST LINE OF SAID WEST HALF OF THE NORTHEAST QUARTER OF SECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE CSX RAILROAD; THENCE SOUTH 51 DEGREES 18 MINUTES 57 SECONDS WEST 1198.19 FEET ALONG SAID RAILROAD RIGHT-OF-WAY LINE TO A POINT 400.0 FEET EAST OF THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION; THENCE NORTH 0 DEGREES 36 MINUTES 06 SECONDS EAST 2585.23 FEET PARALLEL WITH AND 400.0 FEET EAST OF SAID WEST LINE OF THE NORTHEAST QUARTER SECTION TO THE NORTH LINE OF SAID NORTHEAST QUARTER SECTION; THENCE NORTH 89 DEGREES 50 MINUTES 20 SECONDS EAST 924.70 FEET TO THE POINT OF BEGINNING. CONTAINING 47.036 ACRES MORE OR LESS, ALL SITUATED IN SARATOGA TOWNSHIP, GRUNDY COUNTY, ILLINOIS.

Parcel C

THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 34 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN; EXCEPT THE WEST 400 FEET THEREOF AND EXCEPT THAT PART THEREOF LYING SOUTH AND EAST OF THE PUBLIC HIGHWAY IN THE SOUTHEAST CORNER; AND EXCEPT THE FOLLOWING DESCRIBED TRACT: A PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 34 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24, THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION, 2649.45 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE CONTINUING SOUTH 1722.80 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING SOUTH 253.25 FEET; THENCE SOUTH 38 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE CENTERLINE OF A PUBLIC ROAD 87.00 FEET; THENCE NORTH 77 DEGREES 00 MINUTES 00 SECONDS WEST 99 FEET, THENCE NORTH 2 DEGREES 06 MINUTES 29 SECONDS EAST, 299.74 FEET; THENCE EAST 139 FEET TO THE POINT OF BEGINNING; IN GRUNDY COUNTY, ILLINOIS.

ALSO DESCRIBED AS:

THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 34 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN; EXCEPT THE WEST 400 FEET THEREOF, AND EXCEPT THAT PART THEREOF LYING SOUTH AND EAST OF THE PUBLIC HIGHWAY IN THE SOUTHEAST CORNER; AND EXCEPT THE FOLLOWING DESCRIBED TRACT; A PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 34 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 24; THENCE SOUTH 00 DEGREES 19 MINUTES 36 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24 FOR A DISTANCE OF 1722.80 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 19 MINUTES 36 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24 FOR A DISTANCE OF 221.15 FEET; THENCE SOUTH 39 DEGREES 51 MINUTES 18 SECONDS WEST ALONG THE CENTER LINE OF A PUBLIC ROAD 129.06 FEET; THENCE NORTH 76 DEGREES 24 MINUTES 51 SECONDS WEST, 99.02 FEET; THENCE NORTH 02 DEGREES 51 MINUTES 53 SECONDS EAST, 298.34 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 38 SECONDS EAST, 162.79 FEET TO THE PLACE OF BEGINNING, IN GRUNDY COUNTY, ILLINOIS.

PINs: 02-24-400-006
02-24-400-007
02-25-100-008
02-25-200-008
02-25-300-010
02-26-200-002

Exhibit B

Legal Description of Acquisition Site

PARCEL 1:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, IN TOWNSHIP 34 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 25; THENCE SOUTH 89 DEGREES 55 MINUTES 24 SECONDS WEST 50.12 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER SECTION TO THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 43 MINUTES 27 SECONDS WEST 298.20 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY OF THE CSX RAILROAD; THENCE SOUTH 51 DEGREES 18 MINUTES 57 SECONDS WEST 41.10 FEET ALONG SAID RAILROAD RIGHT-OF-WAY; THENCE NORTH 89 DEGREES 27 MINUTES 41 SECONDS WEST 1305.14 FEET; THENCE SOUTH 76 DEGREES 32 MINUTES 07 SECONDS WEST 213.06 FEET; THENCE SOUTH 60 DEGREES 31 MINUTES 16 SECONDS WEST 379.75 FEET; THENCE SOUTH 69 DEGREES 10 MINUTES 38 SECONDS WEST 574.82 FEET; THENCE SOUTH 83 DEGREES 00 MINUTES 20 SECONDS WEST 185.65 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER SECTION; THENCE NORTH 0 DEGREES 29 MINUTES 34 SECONDS EAST 771.58 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 25; THENCE NORTH 89 DEGREES 55 MINUTES 24 SECONDS EAST 2593.63 FEET TO THE POINT OF BEGINNING, ALL SITUATED IN SARATOGA TOWNSHIP, GRUNDY COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 40 ACRES OF THE NORTH 100 ACRES OF THE NORTHEAST QUARTER OF SECTION 26, PART OF THE NORTHWEST QUARTER OF SECTION 25 AND PART OF THE SOUTHWEST QUARTER OF SAID SECTION 25, ALL IN TOWNSHIP 34 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 25; THENCE NORTH 89 DEGREES 51 MINUTES 40 SECONDS EAST 2649.89 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 25; THENCE SOUTH 0 DEGREES 36 MINUTES 06 SECONDS WEST 2649.86 FEET TO THE CENTER OF SAID SECTION 25; THENCE SOUTH 89 DEGREES 55 MINUTES 24 SECONDS WEST 50.12 FEET ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER SECTION; THENCE SOUTH 0 DEGREES 43 MINUTES 27 SECONDS WEST 298.20 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE CSX RAILROAD; THENCE SOUTH 51 DEGREES 18 MINUTES 57 SECONDS WEST 41.10 FEET ALONG SAID RAILROAD RIGHT-OF-WAY; THENCE NORTH 89 DEGREES 27 MINUTES 41 SECONDS WEST 1305.14 FEET; THENCE SOUTH 76 DEGREES 32 MINUTES 07 SECONDS WEST 213.06 FEET; THENCE SOUTH 60 DEGREES 31 MINUTES 16 SECONDS WEST 379.75 FEET; THENCE SOUTH 69 DEGREES 10 MINUTES 38 SECONDS WEST 574.82 FEET; THENCE SOUTH 83 DEGREES 00 MINUTES 20 SECONDS WEST 185.65 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER SECTION; THENCE NORTH 0 DEGREES 29 MINUTES 34 SECONDS EAST 771.58 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 25; THENCE NORTH 89 DEGREES 55 MINUTES 24 SECONDS EAST 332.54 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER SECTION; THENCE NORTH 0 DEGREES 30 MINUTES 16 SECONDS EAST 95.52 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 16 SECONDS WEST 142.08 FEET; THENCE NORTH 0 DEGREES 30 MINUTES 16 SECONDS EAST 91.06 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 16 SECONDS WEST 190.17 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 25; THENCE NORTH 0 DEGREES 28 MINUTES 11 SECONDS EAST 821.29 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER SECTION TO THE SOUTHEAST CORNER OF THE NORTH 100 ACRES OF THE NORTHEAST QUARTER OF SECTION 26; THENCE SOUTH 89 DEGREES 34 MINUTES 15 SECONDS WEST 1063.18 FEET ALONG THE SOUTH LINE OF SAID NORTH 100 ACRES OF THE NORTHEAST QUARTER OF SECTION 26; THENCE NORTH 0 DEGREES 28 MINUTES 11 SECONDS EAST 1639.06 FEET ALONG THE WEST LINE OF THE EAST 40 ACRES OF THE NORTH 100 ACRES OF SECTION 26 TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 26; THENCE

NORTH 89 DEGREES 34 MINUTES 15 SECONDS EAST 1063.18 FEET TO THE POINT OF BEGINNING, ALL SITUATED IN SARATOGA TOWNSHIP, GRUNDY COUNTY, ILLINOIS.

EXCEPTING:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, IN TOWNSHIP 34 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 25; THENCE SOUTH 89 DEGREES 55 MINUTES 24 SECONDS WEST 50.12 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER SECTION TO THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 43 MINUTES 27 SECONDS WEST 298.20 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE CSX RAILROAD; THENCE SOUTH 51 DEGREES 18 MINUTES 57 SECONDS WEST 41.10 FEET ALONG SAID RAILROAD RIGHT-OF-WAY; THENCE NORTH 89 DEGREES 27 MINUTES 41 SECONDS WEST 1305.14 FEET; THENCE SOUTH 76 DEGREES 32 MINUTES 07 SECONDS WEST 213.06 FEET; THENCE SOUTH 60 DEGREES 31 MINUTES 16 SECONDS WEST 379.75 FEET; THENCE SOUTH 69 DEGREES 10 MINUTES 38 SECONDS WEST 574.82 FEET; THENCE SOUTH 83 DEGREES 00 MINUTES 20 SECONDS WEST 185.65 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER SECTION; THENCE NORTH 0 DEGREES 29 MINUTES 34 SECONDS EAST 771.58 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 25; THENCE NORTH 89 DEGREES 55 MINUTES 24 SECONDS EAST 2593.63 FEET TO THE POINT OF BEGINNING, ALL SITUATED IN SARATOGA TOWNSHIP, GRUNDY COUNTY, ILLINOIS.

ALSO EXCEPTING:

THE EAST 40 ACRES OF THE NORTH 100 ACRES OF THE NORTHEAST QUARTER OF SECTION 26 TOWNSHIP 34 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

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