

**FIRST AMENDMENT TO THE
VM LAND, LLC AND FIRST MIDWEST BANK AS TRUSTEE UNDER TRUST #4920
ANNEXATION AGREEMENT**

THIS FIRST AMENDMENT TO THE VM LAND, LLC AND FIRST MIDWEST BANK AS TRUSTEE UNDER TRUST #4920 ANNEXATION AGREEMENT (the “First Amendment”) is made and entered into as of the _____ of November, 2022, by and between the ***CITY OF JOLIET***, an Illinois home rule municipal corporation (“***City***”), by and through its Mayor and City Council (the “***Corporate Authorities***”) and ***VM LAND, LLC.***, an Illinois limited liability company and First Midwest Bank as Trustee under Trust #4920 (“***Owner***”).

RECITALS

WHEREAS, the City and Owner heretofore entered into an Annexation Agreement dated May 15, 2019 and approved on May 21, 2019 (hereinafter referred to as the “***Agreement***”), a copy of which was recorded on May 28, 2019 as Document Number R2019-031703; and

WHEREAS, the City and the Purchaser desire and have mutually agreed to amend the Agreement in accordance with this First Amendment.

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

ARTICLE I

ZONING OF THE PROPERTY

1.1 That Section 4 subsection (b) of the Agreement is hereby deleted and replaced with the following:

(b) *Permitted Uses.*

Parcels shall be permitted to continue operation as a flagstone quarry and a clean construction/demolition debris (CCDD) disposal site. This use shall include aggregate mining, blasting, rock crushing, and outdoor industrial processing of mined materials.

Blasting activities on the site shall be subject to the following conditions:

(i) All blasting activities shall take place between the hours of 9:00am CST and 4:00pm CST;

1.2 That Section 7 subsection (b) of the Agreement is hereby deleted and replaced with the following:

(b) *Host Benefit Fee & Royalty Fee.*

(i) The annual Host Benefit Fee payable to the City shall be \$25,000.00 for all years prior to calendar year 2023 the receipt of which is hereby recognized by the City. The Host Benefit Fee payable in calendar year 2023 shall be \$30,000.00. The Host Benefit Fee payable for calendar year 2024 shall be \$40,000.00. The Host Benefit Fee payable for calendar year 2025 and all subsequent years in which blasting operations occur shall be \$50,000.00. If at any point in time blasting operations should be abandoned by the Owner, the Host Benefit Fee payable to the City shall revert to \$25,000.00 per year. Said abandonment shall be deemed to have taken place if there are twelve (12) consecutive months with no blasting activities.

(ii) The Owner shall pay to the City as a Royalty Fee \$0.10 per Short Ton of construction material quarried on the site and sold to the general public. Said Royalty shall be paid annually in conjunction with the Host Benefit Fee. For example, any material subject to this Royalty Fee sold in Calendar year 2023 shall be paid with the Host Benefit Fee payable in 2024. For purposes of this Agreement the general public shall not include PT Ferro Construction Co. or its affiliates.

(iii) Notwithstanding anything contained herein the pre-existing operations of Larry Bromberek and Bromberek Flagstone shall be exempt from any Royalty Fee.

ARTICLE II

NOTICES

2.1 That Section 9 is hereby modified to delete Notice to Owner and insert the following:

Notice to Owner shall be addressed as follows:

VM Land, LLC.
Attention: Matt Marketti

700 S. Rowell Ave.
Joliet, Illinois 60434

With a copy to:

Kavanagh, Grumley & Gorbald, LLC
Attention: Nathaniel P. Washburn
111 N. Ottawa Street
Joliet, IL 60432

ARTICLE III **MISCELLANEOUS**

3.1 No Waiver or Relinquishment of Right to Enforce First Amendment

The failure of any party to this First Amendment to insist upon strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

3.2 Supersession of Existing City Ordinances or Regulations

It is the intent and agreement of the parties hereto that, to the extent permitted by law, if any pertinent exiting ordinance, resolution, or regulation, or interpretations thereof, of the City be in any way inconsistent or in conflict with the provisions hereof, then the provisions of this First Amendment shall constitute a lawful binding amendment thereto and shall supersede the terms of said inconsistent ordinances, regulations, resolutions or interpretations thereof, as they may relate to the Subject Property. In the alternative, the City shall promptly amend its ordinances, where applicable, to conform to this First Amendment.

3.3 Term of this First Amendment.

This First Amendment shall be binding upon all parties and their successors and assigns for the remaining term of the Agreement.

3.4 Binding Effect of Amendment.

This First Amendment shall be binding upon the parties hereto and their respective successors and assigns.

3.5 Severability.

If any non-material provision of this First Amendment is held invalid by any court of competent jurisdiction, such provision shall be deemed to be excised here from, and the invalidity thereof shall not affect any of the other provisions of this First Amendment which can be given effect without such invalid provision, and to that end, the provisions of this First Amendment are severable.

3.6 Notices.

Notices pursuant to this First Amendment shall be given in accordance with the Agreement.

3.7 Time of the Essence; Good Faith.

It is understood and agreed by the parties hereto that time is of the essence of this First Amendment, and that all parties will make every reasonable effort, including the calling of special meetings as necessary, to expedite the subject matters hereof. It is further understood and agreed by the parties that the successful consummation of this First Amendment requires the continued cooperation and best efforts of all parties.

3.8 Recording.

This First Amendment and all exhibits thereto (or a memorandum hereof), certified as to adoption by the City Clerk, shall be recorded by the City upon execution, acknowledgment and approval. The existence thereof shall be noted by Purchaser on any final plat of subdivision for any portion of the Subject Property prior to its recording.

3.9 Singular and Plural.

Wherever appropriate in this First Amendment, the singular shall include the plural, and plural shall include the singular, unless the context clearly indicates otherwise.

3.10 Section Headings and Subheadings.

All section headings or other headings in this First Amendment are for the general aid of the reader and shall not limit the plain meaning or application of any of the provisions there under whether covered or relevant to such heading or not.

3.11 Construction of Amendment.

No provision of this First Amendment shall be construed more strongly against any party to this First Amendment, the parties recognizing that all parties have contributed substantially to the drafting of this First Amendment.

3.12 Execution in Counterparts.

This First Amendment may be executed in two or more counterparts, each of which may be deemed original and, taken together, shall constitute one and the same instrument.

3.13 Corporate Capacities.

The parties acknowledge that the Corporate Authorities of the City have approved and executed this First Amendment in their official capacities, and not personally, and that no personal liability of any kind shall attach or extend to said officials on account of any act performed in connection with the execution and implementation of this Amendment.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the City and Purchaser have caused this First Amendment to be executed by their respective proper officials duly authorized to execute the same on the day and the year first written.

**CITY OF JOLIET,
an Illinois municipal corporation**

By:_____

Attest:_____

VM LAND, LLC,

An Illinois limited liability company

By:_____

Name: Matt Marketti

Its: Manager

FIRST MIDWEST BANK, as Trustee

Under Trust #4920 and not individually

By:_____

Name:_____

Its: Authorized Signer

EXHIBIT A

LEGAL DESCRIPTION

TRACT A

PARCEL 1:

LOTS 3 AND 4 IN CRESCENT STONE COMPANY'S SUBDIVISION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER (EXCEPT THE SOUTH HALF OF THE WEST 25 ACRES THEREOF) OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART FALLING IN THE RIGHT OF WAY OF THE CHICAGO AND ALTON RAILROAD COMPANY, AND EXCEPTING THEREFROM THAT PART CONVEYED TO JAMES E. FRANKE PER DOCUMENT NO. 820263 AND ALSO EXCEPT THAT PART CONVEYED TO THE STATE OF ILLINOIS PER DOCUMENT NOS. 1006645 AND R70-18612 AND COURT CASE NO. W64 G 656H JOLIET TOWNSHIP, WILL COUNTY, ILLINOIS AND ALSO THE EAST 50 FEET OF THE NORTHEAST CORNER OF THE SOUTH HALF OF THE WEST 25 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF LOT 7 IN SAID CRESCENT STONE COMPANY'S SUBDIVISION WITH THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD AND RUNNING THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE OF SAID RAILROAD TO A POINT IN THE SOUTH LINE OF LOT 8, IN SAID CRESCENT STONE COMPANY'S SUBDIVISION (THE SOUTH LINE OF SAID LOT 8 BEING ALSO A PART OF THE SOUTH LINE OF SAID SECTION 15 AND THE NORTH LINE OF SAID SECTION 22) AND RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID LOTS 8 AND 7 AFORESAID AND THE SECTION LINE BETWEEN SAID SECTIONS 15 AND 22 A DISTANCE OF 339.10 FEET (381.68 FEET MEASURED) TO A POINT IN THE SOUTH LINE OF SAID LOT 7; THENCE SOUTH 40.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 326.12 FEET (324.78 FEET MEASURED) TO A POINT; THENCE WEST 171.30 FEET TO A POINT WHICH IS 366.12 FEET SOUTH (364.78 FEET MEASURED) OF THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE SOUTH 81 DEGREES 11 MINUTES WEST (SOUTH 81 DEGREES 49 MINUTES 30 SECONDS WEST MEASURED) 438.06 FEET TO A POINT; THENCE NORTH 29 DEGREES 39 MINUTES EAST (NORTH 32 DEGREES 08 MINUTES 00 SECONDS EAST MEASURED) 195.36 FEET TO A POINT; THENCE NORTH 51 DEGREES 09 MINUTES EAST (NORTH 53 DEGREES 38 MINUTES 00 SECONDS EAST MEASURED) 288.00 FEET TO A POINT; THENCE 41 DEGREES 09 MINUTES EAST (NORTH 43 DEGREES 38 MINUTES 00 SECONDS EAST

MEASURED) 70.37 FEET TO A POINT WHICH IS 40.00 FEET SOUTH OF THE SAID NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 22; THENCE EAST ALONG A LINE PARALLEL WITH THE SAID NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 22, 220.52 FEET TO THE POINT OF BEGINNING. AND ALSO LOT 5 IN CRESCENT STONE COMPANY'S SUBDIVISION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER (EXCEPT THE SOUTH HALF OF WEST 25 ACRES THEREOF) OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM RIGHT OF WAY OF C. & A. RAILROAD CO.) AND (EXCEPT ALSO FROM SAID LOT 5 THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF LINDEN AVENUE THAT IS 30 FEET EAST AND 33 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOUTH PARALLEL WITH WEST LINE OF SAID LOT 175.25 FEET; THENCE EAST 200 FEET; THENCE NORTH 175.25 FEET TO SAID SOUTH LINE OF SAID LINDEN AVENUE; THENCE WEST 200 FEET TO THE POINT OF BEGINNING) AND (EAST FROM SAID LOT 5 ALSO THAT PART THEREOF CONVEYED BY DOCUMENT NO. 644397 DESCRIBED AS FOLLOWS: THAT PART OF LOT 5 IN SAID CRESCENT STONE COMPANY'S SUBDIVISION BEGINNING AT A POINT IN THE SOUTH LINE OF SAID LINDEN AVENUE THAT IS 33 FEET SOUTH OF NORTHWEST CORNER OF SAID LOT 5; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 5, 367 FEET TO THE NORTHWESTERLY RIGHT OF WAY OF ALTON RAILWAY COMPANY'S OLD SWITCH TRACK, THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT OF WAY 276.4 FEET TO A POINT; THENCE NORTH ALONG A LINE PARALLEL WITH SAID WEST LINE OF SAID LOT 38.45 FEET TO A POINT THAT IS 175.25 FEET SOUTH OF THE SOUTH LINE OF SAID LINDEN AVENUE; THENCE WEST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF SAID LINDEN AVENUE, 200 FEET TO A POINT THAT IS 30 FEET EAST OF SAID WEST LINE OF SAID LOT 5; THENCE NORTH ALONG A LINE PARALLEL WITH SAID WEST LINE OF SAID LOT 5, 175.25 FEET TO A POINT IN SAID SOUTH LINE OF SAID LINDEN AVENUE; THENCE WEST ALONG SAID SOUTH LINE OF SAID LINDEN AVENUE, 30 FEET TO POINT OF BEGINNING) AND (EXCEPT ALSO THAT PART CONVEYED BY DOCUMENT NO. 1021969 TO STATE OF ILLINOIS DESCRIBED AS FOLLOWS: THE NORTH 213.70 FEET OF EAST 494 FEET OF SAID LOT 5 IN CRESCENT STONE COMPANY'S SUBDIVISION) AND (EXCEPT ALSO THEREFROM ANY PART THEREOF FALLING IN RIGHT OF WAY OF U.S. HIGHWAY I-80) AND (EXCEPT THE EAST 50.00 FEET OF LOT 5 IN CRESCENT STONE COMPANY'S SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE EAST 15 ACRES AND THE NORTH HALF OF THE WEST 25 ACRES OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THOSE PARTS FOR ROAD) AND ALSO THAT PART OF LOTS 6 AND 7 IN CRESCENT STONE COMPANY'S SUBDIVISION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER (EXCEPT THE SOUTH HALF OF THE WEST 25 ACRES THEREOF) OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF LOT 1 IN JAMES O'REILLY SUBDIVISION OF PART OF SAID SOUTHEAST QUARTER OF SAID SECTION 15, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF THE NORTHEAST QUARTER OF SAID SECTION 22, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF SOUTHERLY LINE OF RIGHT OF WAY OF C. & A. RAILROAD COMPANY'S SWITCH TRACK WITH NORTH LINE OF SAID LOT 6 WHICH IS 274.18 FEET WEST OF THE NORTHEAST

CORNER OF SAID LOT 6, AND RUNNING THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE 575 FEET TO A POINT; THENCE SOUTH 50 DEGREES 8 MINUTES EAST 746.55 FEET TO A POINT; THENCE NORTH 51 DEGREES 9 MINUTES EAST 99.9 FEET (C.R. RECORDS 100 FEET) TO A POINT; THENCE NORTH 41 DEGREES 9 MINUTES EAST 270 FEET TO A POINT; THENCE NORTH 59 DEGREES 39 MINUTES EAST 32.6 FEET TO A POINT; THENCE NORTH 38 DEGREES 9 MINUTES EAST 180 FEET TO A POINT; THENCE NORTH 23 DEGREES 39 MINUTES EAST 299 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 7 THAT IS 891.46 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST ALONG THE NORTH LINE OF SAID LOTS 6 AND 7 EXTENDED 891.46 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART OF LOTS 6 AND 7 IN CRESCENT STONE COMPANY'S SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE EAST 15 ACRES AND THE NORTH HALF OF THE WEST 25 ACRES OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN; AND ALSO THAT PART OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF LOT 7 IN SAID CRESCENT STONE COMPANY'S SUBDIVISION WITH THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD AND RUNNING THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE OF SAID RAILROAD TO A POINT IN THE SOUTH LINE OF LOT 8, IN SAID CRESCENT STONE COMPANY'S SUBDIVISION (THE SOUTH LINE OF SAID LOT 8 ALSO BEING A PART OF THE SOUTH LINE OF SAID SECTION 15 AND THE NORTH LINE OF SAID SECTION 22) AND RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID LOTS 8 AND 7 AFORESAID AND THE SECTION LINE BETWEEN SAID SECTIONS 15 AND 22 A DISTANCE OF 339.10 FEET (381.68 FEET MEASURED) TO A POINT IN THE SOUTH LINE OF SAID LOT 7; THENCE SOUTH 366.12 FEET (364.78 FEET MEASURED) TO A POINT, THENCE WEST 171.30 FEET TO A POINT WHICH IS 366.12 FEET SOUTH OF THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE SOUTH 81 DEGREES 11 MINUTES WEST (SOUTH 81 DEGREES 49 MINUTES 00 SECONDS WEST MEASURED) 438.60 FEET TO A POINT; THENCE NORTH 29 DEGREES 39 MINUTES EAST (NORTH 32 DEGREES 08 MINUTES 00 SECONDS EAST MEASURED) 195.36 FEET TO A POINT; THENCE NORTH 51 DEGREES 09 MINUTES EAST (NORTH 53 DEGREES 38 MINUTES 00 SECONDS EAST MEASURED) 288 FEET TO A POINT; THENCE NORTH 41 DEGREES 09 MINUTES EAST (NORTH 43 DEGREES 38 MINUTES 00 SECONDS EAST MEASURED) 125.64 FEET TO A POINT ON THE SOUTH LINE OF LOT 6 IN CRESCENT STONE COMPANY'S SUBDIVISION (THE SOUTH LINE OF SAID LOT 6 ALSO BEING A PART OF THE SOUTH LINE OF SAID SECTION 15) SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 96.72 FEET ALONG THE SOUTH LINE OF SAID LOT 6 TO A POINT; THENCE NORTH 43 DEGREES 38 MINUTES 00 SECONDS EAST 222.50 FEET TO A POINT; THENCE NORTH 62 DEGREES 08 MINUTES 00 SECONDS EAST 351.40 FEET TO A POINT; THENCE NORTH 40 DEGREES 38 MINUTES 00 SECONDS EAST 134.10 FEET TO A POINT; THENCE NORTH 26 DEGREES 54 MINUTES 42 SECONDS EAST TO A POINT ON THE NORTH LINE OF LOT 7 (THE NORTH LINE OF LOT 7 ALSO BEING THE SOUTH LINE OF LOT 5) SAID POINT BEING 174.87 FEET WEST OF (AS MEASURED ALONG THE SOUTH LINE OF) THE SOUTHEAST CORNER OF LOT 5, THENCE NORTH 89 DEGREES 41 MINUTES 23 SECONDS EAST 67.47

FEET ALONG THE NORTH LINE OF SAID LOT 7 TO A POINT; THENCE SOUTH 23 DEGREES 39 MINUTES WEST 299.0 FEET (SOUTH 26 DEGREES 54 MINUTES 42 SECONDS WEST 294.51 FEET MEASURED) TO A POINT; THENCE SOUTH 38 DEGREES 09 MINUTES WEST 180.0 FEET (SOUTH 40 DEGREES 38 MINUTES 00 SECONDS WEST 180.00 FEET MEASURED) TO A POINT; THENCE SOUTH 59 DEGREES 39 MINUTES WEST 326.0 FEET (SOUTH 62 DEGREES 08 MINUTES 00 SECONDS WEST 326.00 FEET MEASURED) TO A POINT; THENCE SOUTH 41 DEGREES 09 MINUTES WEST (SOUTH 43 DEGREES 38 MINUTES 00 SECONDS EAST MEASURED) 144.36 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

PARCEL 2A:

THAT PART OF A PARCEL OF LAND KNOWN AS THE GRAVEL PIT TRACK (SPUR TRACK) AS LOCATED IN 1875, BEING 50 FEET WIDE, BEING 25 FEET ON EACH SIDE OF THE CENTERLINE OF THE TRACK CONVEYED TO CHICAGO AND ALTON RAILROAD BY DEEDS RECORDED NOVEMBER 15, 1875 IN BOOK 165, PAGE 296 AND RECORDED MARCH 27, 1878 IN BOOK 184 PAGE 257 IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE POINT OF THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND ALTON RAILROAD AND A LINE LYING 50 FEET WEST OF THE WEST LINE OF LOT 6 IN CRESCENT STONE COMPANY'S SUBDIVISION; THENCE SOUTH 45 DEGREES 55 MINUTES 53 SECONDS WEST, 279.73 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID CHICAGO AND ALTON RAILROAD, THAT IS 575.00 FEET SOUTHWESTERLY OF THE INTERSECTION OF SAID SOUTHEASTERLY RIGHT OF WAY LINE AND THE NORTH LINE OF SAID LOT 6 IN CRESCENT STONE COMPANY'S SUBDIVISION; THENCE NORTH 56 DEGREES 13 MINUTES 41 SECONDS EAST, ON SAID SOUTHEASTERLY RIGHT OF WAY LINE, 1313.30 FEET TO THE SOUTH RIGHT OF WAY LINE OF INTERSTATE ROUTE 80 AS CONVEYED BY DOCUMENT NO. R76-72207; THENCE NORTH 89 DEGREES 55 MINUTES WEST, ON SAID SOUTH RIGHT OF WAY LINE OF INTERSTATE ROUTE 80 A DISTANCE OF 89.79 FEET, TO THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID CHICAGO AND ALTON RAILROAD; THENCE SOUTH 56 DEGREES 13 MINUTES 41 SECONDS WEST, ON SAID NORTHWESTERLY RIGHT OF WAY LINE, THENCE 963.49 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THE STONE AND OTHER MINERALS TOGETHER WITH THE RIGHT TO MINE AND REMOVE THE SAME), IN WILL COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN: DESCRIBED AS BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND ALTON RAILROAD AND A LINE 50 FEET WEST OF THE WEST LINE OF LOT 6 IN CRESCENT STONE COMPANY'S SUBDIVISION; THENCE NORTH 00 DEGREES 14 MINUTES EAST, PARALLEL TO THE WEST LINE OF SAID LOT 6, A DISTANCE OF 125.17 FEET TO THE SOUTH LINE OF LOT 3 IN SAID CRESCENT STONE COMPANY'S

SUBDIVISION; THENCE SOUTH 32 DEGREES 13 MINUTES 24 SECONDS WEST, 377.94 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID CHICAGO AND ALTON RAILROAD THAT IS 575.00 FEET SOUTHWESTERLY OF THE INTERSECTION OF SAID SOUTHEASTERLY RIGHT OF WAY LINE AND THE NORTH LINE OF SAID LOT 6; THENCE NORTH 45 DEGREES 55 MINUTES 53 SECONDS EAST, 279.73 FEET TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF LOT 6 OF CRESCENT STONE COMPANY'S SUBDIVISION IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHWESTERLY OF THE G.M. & O. RAILROAD COMPANY RIGHT OF WAY, TOWNSHIP OF JOLIET, COUNTY OF WILL, STATE OF ILLINOIS. SAID PARCELS 1, 2, 2A, 3 & 7 CONTAINING 32.066 ACRES (1,396,789 SQ. FT.), MORE OR LESS.

ADDRESS: SANDALL PLACE AND ROUTE 80, JOLIET, ILLINOIS 60433

PIN: 30-07-15-416-023-0000; 30-07-15-416-021-0000; 30-07-15-416-031-0000; 30-07-15-417-027-0000; 30-07-15-416-022-0000;

TRACT B

PARCEL I:

LOTS 1, 2, 3 AND 4 IN JAMES O'REILLY'S SUBDIVISION OF A PART OF THE SOUTHEAST 1/4 OF SECTION 15, AND A PART OF THE NORTH 1/2 OF SECTION 22. TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 1875, IN PLAT BOOK 3, PAGE 55;

PARCEL II:

LOT 6, IN CRESCENT STONE COMPANY'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 EXCEPT THE SOUTH 1/2 OF THE WEST 25 ACRES THEREOF OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN;

PARCEL III:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE WEST 1/2 OF SAID NORTHEAST 1/4, AND RUNNING THENCE WEST ON THE NORTH LINE OF SAID SECTION, 495 FEET; THENCE SOUTH 436.7

FEET; THENCE NORTHEASTERLY 495.9 FEET TO A POINT 366.12 FEET SOUTH OF THE NORTH LINE OF SAID SECTION; THENCE NORTH 366.12 FEET TO THE POINT OF BEGINNING;

PARCEL IV:

THE NORTHEASTERLY 29 FEET OF LOTS 1 AND 2, AND ALL OF LOTS 3, 4, 7, 8, 11 AND 12, IN BLOCK 1, IN CHITTENDENS ADDITION TO JOLIET, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 5, 1873, IN PLAT BOOK 1, (PART 1), PAGE 98 AS DOCUMENT NO. 89724; EXCEPTING FROM ALL OF THE ABOVE DESCRIBED PARCELS THOSE PARTS FALLING IN THE RIGHTS OF WAY OF THE CHICAGO AND ALTON RAILROAD COMPANY, THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY AND THE CHICAGO, MILWAUKEE, ST. PAUL RAILROAD COMPANY; EXCEPTING THEREFROM THE PORTION OF SAID LOT 1, IN SAID O'REILLY'S SUBDIVISION AND THE PART OF SAID LOT 6 IN SAID CRESCENT STONE COMPANY'S SUBDIVISION AND THE PORTION OF THE NORTHEAST $\frac{1}{4}$ OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 22, HEREINABOVE DESCRIBED LYING EAST OF THE FOLLOWING DESCRIBED LINE; BEGINNING AT A POINT THAT IS NORTH 81 DEGREES 11 MINUTES EAST 62.85 FEET FROM THE SOUTHEASTERLY CORNER OF SAID LOT 2 IN SAID O'REILLY'S SUBDIVISION; THENCE NORTH 29 DEGREES 39 MINUTES

EAST 195.36 FEET TO A POINT; THENCE NORTH 51 DEGREES 09 MINUTES EAST 188.1 FEET TO A POINT; THENCE NORTH 50 DEGREES 08 MINUTES WEST 766.55 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF THE OLD CHICAGO AND ALTON RAILWAY COMPANY'S SWITCH TRACT THAT IS 283.0 FEET WEST OF AND 575.0 FEET SOUTHWESTERLY (MEASURED ALONG THE SAID RIGHT OF WAY LINE OF SAID SWITCH TRACK) FROM THE NORTHEAST CORNER OF SAID LOT 6 IN SAID CRESCENT STONE COMPANY'S SUBDIVISION; ALSO EXCEPTING THEREFROM THAT PART OF LOT 1, IN BLOCK 1, IN CHITTENDENS ADDITION TO JOLIET, ACCORDING TO THE MAP THEREOF RECORDED AUGUST 5, 1873, IN PLAT BOOK 1, PART 1, PAGE 98, AS DOCUMENT NO. 89724, AND THAT PART OF LOT 4, IN JAMES O'REILLY'S SUBDIVISION OF A PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 15, AND A PART OF THE NORTH $\frac{1}{2}$ OF SECTION 22, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 1875, IN PLAT BOOK 3, PAGE 55, AS HEREINAFTER DESCRIBED; BEGINNING AT A POINT IN THE WESTERLY LINE OF SAID LOT 1 THAT IS 50.0 FEET NORTHWESTERLY FROM THE SOUTHWESTERLY CORNER OF SAID LOT; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOTS 1 AND 4, 75.55 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 4; THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 4 (SAID LINE BEING THE SOUTHERLY RIGHT OF WAY LINE OF THE OLD SWITCH TRACT OF THE CHICAGO AND ALTON RAILROAD), 132.05 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A LINE 74.0 FEET TO A POINT THAT IS 132.0 FEET NORTHEASTERLY FROM THE POINT OF BEGINNING; THENCE SOUTHWESTERLY 132.0 FEET TO THE POINT OF BEGINNING; ALSO EXCEPTING THEREFROM THAT PART OF LOT 3 IN JAMES O'REILLY'S SUBDIVISION OF A PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 15, AND A PART OF THE NORTH $\frac{1}{2}$ OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL

MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 1875, IN PLAT BOOK 3, PAGE 55, AS HEREINAFTER DESCRIBED: BEGINNING AT THE SOUTHWEST CORNER OF LOT 3 OF O'REILLY'S SUBDIVISION AFORESAID; THENCE EASTERLY 35 FEET ALONG SOUTHERLY LINE OF SAID LOT 3; THENCE NORTHERLY AT RIGHT ANGLES TO SAID SOUTHERLY LINE OF SAID LOT 3, 48.5 FEET; THENCE WESTERLY AT RIGHT ANGLES TO SAID LAST DESCRIBED COURSE 8.8 FEET TO THE WESTERLY LINE OF SAID LOT 3; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 3, 56.6 FEET TO THE POINT OF BEGINNING; ALSO EXCEPTING THEREFROM THAT PART OF J. O'REILLY'S SUBDIVISION OF THE NORTHWEST 1/4 OF SAID SECTION 22, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF LOT 1 OF SAID CHITTENDEN'S ADDITION TO JOLIET, SAID POINT BEING LOCATED 48 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1; THENCE EASTERLY ALONG SAID NORTH LINE A DISTANCE OF 105 FEET TO A POINT; THENCE NORTHERLY ON A STRAIGHT LINE TO A POINT ON THE SOUTH LINE OF LOT 1 IN COLBURN'S SUBDIVISION OF FRACTION OF SECTION 22, EAST OF FIVE MILE GROVE ROAD, NORTH OF GRAVEL TRACK AND SOUTH OF BLOCK 42 OF CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID POINT BEING LOCATED 177 FEET NORTHEASTERLY OF THE SOUTHWESTERLY CORNER OF THE LAST DESCRIBED LOT 1; THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED SOUTH LINE OF LOT 1, A DISTANCE OF 125 FEET TO A POINT; THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO THE POINT OF BEGINNING; ALSO EXCEPTING THEREFROM THAT PART TAKEN FOR ROAD PURPOSES BY CONDEMNATION CASE NO. W64F483H;

AND ALSO EXCEPTING THEREFROM THAT PART CONVEYED TO THE STATE OF ILLINOIS FOR THE USE OF THE DEPARTMENT OF PUBLIC WORKS BY DEED RECORDED AUGUST 9, 1968, AS DOCUMENT NO. R68-13101, ALL IN WILL COUNTY, ILLINOIS, SAID PARCELS I, II, III, & IV CONTAINING 20.04 ACRES (872,743 SQ. FT.),

ADDRESS: 800 S. RICHARDS STREET, JOLIET, ILLINOIS 60433

PIN: 30-07-22-200-009-0000