

WASHINGTON COUNTY BOARD MEETING

Thursday, May 22, 2024

7:00 P.M.

PRAYER AND PLEDGE

CALL TO ORDER

ROLL CALL

ACKNOWLEDMENT OF GUESTS

1. Sale of Washington County Coal Rights  
Section 31 & 32, Hoyleton Township  
Together with authority to sign purchase agreement and corresponding closing documents

**\*\*\*OPPORTUNITY FOR THE GENERAL PUBLIC TO ADDRESS THE BOARD\*\*\***

**OFFICIAL PROCEEDINGS**  
**WASHINGTON COUNTY SPECIAL BOARD MEETING**

**May 22, 2024**

The reconvened and adjourned meeting of the County Board of Washington County, Illinois was held at the Washington County Courthouse Nashville, Illinois on Wednesday, May 22, 2024 for the purpose of transacting county business that might come before the Board.

Present and presiding were Chairman David Meyer and Shari Hempen, County Clerk and Clerk of the Board.

Others present were Dan Janowski-State's Attorney, Todd Marver Washington County News

Following the Lord's Prayer and the Pledge of Allegiance, Chairman Meyer called the Special meeting of the Washington County Board to order at 7:02 p.m.

Roll Call was taken by Clerk Hempen with 12 members present. Those present were Brammeier, Hohlt, Ibendahl, Muentner, Karg, Shemonic, Suedmeyer, Unverfehrt, Meyer, Klingenberg, Small and Lamczyk absent were Bening, Bronke and Todd

Suedmeyer made a motion to go into closed session under 2C-6, Sale of County Property. He requested State's Attorney Dan Janowski stay. Seconded by Brammeier.

Entered closed session at 7:05 p.m.

Entered open session at 7:20 p.m.

Vice-Chairman Suedmeyer made the following motion:

Representations have been made to the Washington County Board that Prairie Farms Dairy, Inc. intends to construct a facility on ground located in Sections 31 and 32 of Hoyleton Township in Washington County. This Board supports and encourages economic development in Washington County. Accordingly, because of the anticipated economic benefits to the people of Washington County, the Board has entertained an offer to purchase the coal rights owned by Washington County under the lands to be purchased by Prairie Farms Dairy, Inc. Board members have researched and analyzed the fair market value of the subject coal rights, which has been a difficult task due to the lack of comparable sales in the area. After consideration of these facts and all other available information, the finance committee voted last night to recommend to the full Board the sale of certain coal rights owned by Washington county.

I make a motion to find that, for the stated reasons, it is in the best interest of Washington County to sell the coal rights described in the proposed COAL RIGHTS PURCHASE AGREEMENT to the Purchaser and on the terms listed therein, and to authorize Chairman David Meyer and/or Vice Chairman Gary Suedmeyer to execute the AGREEMENT with any minor, non-substantive alterations if necessary and the corresponding closing documents necessary to sell the subject coal rights. The motion was seconded by Hohlt. Motion carried. Suedmeyer requested a roll call vote with 12 ayes and 3 absent.

Sale passed and is forth coming. Suedmeyer thanked the Finance Committee for all the work they have done. Chairman Meyer told the board that hopefully this is a winner to Washington County since it is such a big company.

Meyer asked for comments from the public.

A motion was made by Klingenberg to adjourn seconded by Small. Motion carried. The meeting of the Washington County Board adjourned at 7:25 pm.

Shari Hempen

Washington County Clerk and Clerk of the Board

COAL RIGHTS PURCHASE AGREEMENT

This Agreement is entered into this 22 day of May, 2024 by and between the County of Washington, State of Illinois ("Seller") and Prairie Farms Dairy, Inc. ("Purchaser") 3744 Staunton Road, Edwardsville, Illinois 62025.

WHEREAS, pursuant to a Quitclaim Deed from Exxon Coal USA, Inc. to Seller dated July 28, 1998, recorded in the Washington County Recorder's Office on August 3, 1998 in Deed Book 488 commencing at Page 467 *et seq.* the Seller owns certain coal rights in and to the following described lands to wit:

FINKE TRACTS

TRACT 1:

The North 80 acres of even width of the West One-half of the Southwest Fractional Quarter of Section 31, Township 1 South, Range 2 West of the Third Principle Meridian, EXCEPT the following tracts:

(a) A tract of land conveyed to the State of Illinois in Warranty Deed dated December 18, 1969 and recorded March 13, 1970 in Book 273 Page 553, and as shown on Plat of Survey recorded March 13, 1970 in Plat Book C Page 195, now Plat Cabinet 1 Slide 132;

(b) A tract of land conveyed to the State of Illinois in Warranty Deed dated March 13, 1970 and recorded March 13, 1970 in Book 273 Page 551, and as shown on Plat of Survey recorded March 13, 1970 in Plat Book C Page 195, now Plat Cabinet 1 Slide 132;

(c) A tract of land located in the Southwest Quarter of said Section 31, more fully described as follows: From the Southwest corner of the Southwest Quarter of Section 31, measure North 0 degrees 13 minutes 30 seconds West along the centerline of Illinois Route #127 a distance of 1,914.27 feet to Station 35+00 on said centerline; thence North 89 degrees 46 minutes 30 seconds East a distance of 93.75 feet to a point on the East right of way line of Illinois Route #127, which said point is the Point of Beginning of the tract hereinafter described; thence continuing North 89 degrees 46 minutes 30 seconds East from said beginning point a distance of 377.40 feet; thence South 0 degrees 13 minutes 30 seconds East parallel with the centerline of Illinois Route #127 a distance of 713.51 feet to a point on the Northeastly right of way line of the interchange located at the intersection of FAI Route #64 and Illinois Route #127; thence North 58 degrees 33 minutes 30 seconds

West along said right of way line a distance of 406.68 feet to the East right of way line of Illinois Route #127; thence North 3 degrees 48 minutes West along said line a distance of 500.95 feet to the Point of Beginning;

(d) A tract of land commencing at the Northeast corner of the Southwest Quarter of said Section 31, thence West along the North line of said Southwest Quarter a distance of 1,852 feet to the point of beginning of the tract herein described, thence continuing West along the North line of said Southwest Quarter a distance of 425 feet, thence South parallel with the East line of said Southwest Quarter a distance of 308 feet to a point, thence East parallel with the North line of said Southwest Quarter a distance of 425 feet to a point, thence North 308 feet to the point of beginning; situated in WASHINGTON COUNTY, ILLINOIS.

TRACT 2:

All that part of the following tract lying North of F.A.I. Route 64:

The West One-half of the Southwest Fractional Quarter of Section 31, Township 1 South, Range 2 West of the Third Principle Meridian, EXCEPT 80 acres of even width off of the North end thereof, situated in WASHINGTON COUNTY, ILLINOIS.

TRACT 3:

The East One-half of the Southwest Quarter of Section 31, Township 1 South, Range 2 West of the Third Principle Meridian, EXCEPT that part thereof lying South of F.A.I. Route 64, AND EXCEPT a tract of land conveyed to the State of Illinois in Warranty Deed dated March 13, 1970 and recorded March 13, 1970 in Book 273 Page 550, situated in WASHINGTON COUNTY, ILLINOIS.

TRACT 4:

A tract of land located in the Southwest Quarter of Section 31, Township 1 South, Range 2 West of the Third Principle Meridian, more fully described as follows: From the Southwest corner of the Southwest Quarter of Section 31, measure North 0 degrees 13 minutes 30 seconds West along the centerline of Illinois Route #127 a distance of 1,914.27 feet to Station 35+00 on said centerline; thence North 89 degrees 46 minutes 30 seconds East a distance of 93.75 feet to a point on the East right of way line of Illinois Route #127, which said point is the Point of Beginning of the tract hereinafter described; thence continuing North 89 degrees 46 minutes 30 seconds East from said beginning point a distance of 377.40 feet; thence South 0 degrees 13 minutes 30 seconds East parallel with the centerline of Illinois Route #127 a distance of 713.51 feet to a point on the Northeasterly right of way line of the interchange located at the intersection of FAI Route #64 and Illinois Route #127; thence North 58 degrees 33 minutes 30 seconds West along said right of way line a distance of 406.68 feet to the East right of way line of Illinois Route #127; thence North 3 degrees 48 minutes West along said line a distance of 500.95 feet to the Point of Beginning, situated in WASHINGTON COUNTY, ILLINOIS.

TRACT 5:

The South One-half of the Southeast Quarter of Section 31, Township 1 South, Range 2 West of the Third Principle Meridian, EXCEPT that part thereof lying South of F.A.I. Route 64, AND EXCEPT a tract of land conveyed to the State of Illinois in Warranty Deed dated and recorded March 13, 1970 and recorded in Book 273 Page 550, situated in WASHINGTON COUNTY, ILLINOIS.

TRACT 6:

The Southwest Quarter of the Southwest Quarter of Section 32, Township 1 South, Range 2 West of the Third Principle Meridian, EXCEPT the East 310 feet thereof, AND EXCEPT a tract of land conveyed to the State of Illinois in Trustees' Deed dated April 20, 1971, and recorded August 18, 1971 in Book 279 Page 329, situated in WASHINGTON COUNTY, ILLINOIS.

TRACT 7:

A tract of land commencing at the Northeast corner of the Southwest Quarter of Section 31, Township 1 South, Range 2 West of the Third Principle Meridian, thence West along the North line of said Southwest Quarter a distance of 1,852 feet to the point of beginning of the tract herein described, thence continuing West along the North line of said Southwest Quarter a distance of 425 feet, thence South parallel with the East line of said Southwest Quarter a distance of 308 feet to a point, thence East parallel with the North line of said Southwest Quarter a distance of 425 feet to a point, thence North 308 feet to the point of beginning, situated in WASHINGTON COUNTY, ILLINOIS.

KIRCHNER TRACTS

TRACT 1:

The South 19.25 acres of the North One-half of the Southeast Quarter of Section 31, Township 1 South, Range 2 West of the Third Principle Meridian, situated in WASHINGTON COUNTY, ILLINOIS.

TRACT 2:

The North One-half of the Southeast Quarter of Section 31, Township 1 South, Range 2 West of the Third Principle Meridian, EXCEPT the North 373.4 feet of the West 350 feet thereof, AND EXCEPT the South 19.25 acres of said North One-half of the Southeast Quarter, situated in WASHINGTON COUNTY, ILLINOIS.

TRACT 3:

The West 15 acres of the Northwest Quarter of the Southwest Quarter of Section 32, Township 1 South, Range 2 West of the Third Principle Meridian, situated in WASHINGTON COUNTY, ILLINOIS.

VOGT TRACT

TRACT 1:

The North 373.4 feet of the West 350 feet of the North One-half of the Southeast Quarter of Section 31, Township 1 South, Range 2 West of the Third Principle Meridian, WASHINGTON COUNTY, ILLINOIS. (See Exhibit "A" to said Quitclaim Deed at Page 495)

WHEREAS, Purchaser desires to acquire said coal rights from Seller.

WHEREAS, Purchaser has entered into an agreement to purchase the surface estates of the above described lands in order to construct a Dairy Milk Processing Facility on said lands.

WHEREAS, before purchasing said lands for said purpose, Purchaser desires to ensure that the coal rights underlying those lands will not be sold to a third party, the lands will not be undermined and the subjacent support will not be removed therefrom.

WHEREAS, The parties have both independently researched the value of the subject coal rights and acknowledge that the location of the above described lands, certain surface uses and subsurface geological conditions exist which affect the likelihood that said lands will or could economically be mined and further that those and other factors, in turn, impact the value of these particular coal rights.

WHEREAS, there is no ready market for said coal rights which Seller may refer to in setting a price, but Seller has made a bonafide, good faith effort to determine the fair market value thereof.

WHEREAS, in light of the foregoing, the Seller is willing to convey said coal rights to Purchaser on the following terms and conditions:

NOW, THEREFORE, in consideration of the foregoing recitals and the good and valuable considerations set forth herein, the parties agree:

1. **Agree to Buy and Sell** - The Seller shall sell to Purchaser and Purchaser shall purchase from Seller all of Seller's right, title and interest in and to the coal underlying and beneath the above described lands.

2. **Purchase Price Per Acre** - The Purchase Price is Two Hundred Fifty Dollars per acre (\$250.00/acre).

3. **Total Purchase Price** - For purposes of determining the Total Purchase Price, the above described lands are stipulated and agreed to be 350 acres. Hence, the Total Purchase Price for all coal rights in and to the above described lands shall be **Eighty-Seven Thousand Five Hundred Dollars (\$87,500.00)** which shall be paid in full at closing.

4. **No Warranty of Title** - Seller shall convey all of said coal rights to Purchaser without warranty of title. Seller shall deliver a Quitclaim Deed to Purchaser at closing conveying all of Seller's coal rights in and to the above described lands.

5. **Closing Cost** - Purchaser shall pay all closing cost, including, but not limited to, those cost relating to the preparation and recording of the Quitclaim Deed, and researching the title to said coal rights; provided, however, that each party is represented by counsel and shall pay its own attorney's fees.

6. **Closing** - Closing shall take place as nearly as possible to simultaneously with the closings of the sale of the surface rights to Purchaser, which is anticipated to be on or about <sup>June</sup> ~~May~~ 28, 2024 at 10:00 a.m. CDT. The closing shall be at the Washington County Illinois Board Room, located on the second floor of the Old Courthouse, 101 East St. Louis Street, Nashville, IL 62263.

7. **Contingency** - Closing of this sale and the enforceability of this Agreement is hereby made contingent and is conditioned upon Purchaser previously or simultaneously successfully closing on its purchase of the surface estates on the above described lands. In the event this closing contemplated herein is not completed on or before May 22, 2025, the terms hereof shall expire and neither party shall be in any way bound by this Agreement.

8. **Notices** - Any notice, request or other communication in connection with this Agreement, shall be in writing and sent by registered or certified mail, shall be deemed to have been given when received by the party to whom directed, provided that any such notice or communication shall be addressed to a party hereto as provided below (or at such other address as such party shall specify in writing to the other parties hereto):

(a) If to Seller, at 101 East St. Louis Street, Nashville, Illinois 62263.

Attention: David Meyer, Washington County Board Chairman.

(b) If to Purchaser, at 3744 Staunton Road, Edwardsville, Illinois

62025. Attention: Matt McClelland, CEO and EVP of Prairie Farms Dairy, Inc.

Notwithstanding anything to the contrary, all notices actually received in writing by either party shall be considered to be effective upon receipt thereof regardless of the procedure or method utilized to accomplish such delivery.

9. **Applicable Law and Consent to Jurisdiction** - The performance and construction of this Agreement shall be governed by the laws of the State of Illinois. The parties agree that any suit, action or proceeding instituted with respect to this Agreement must be brought in the Federal Court, namely the United States District Court for the Southern District of Illinois. By execution



hereof, the parties hereby irrevocably waive any objection to said venue, the convenience of said forum or the jurisdiction of said court. The parties hereby irrevocably accept and submit to the jurisdiction and venue of said court and waive any and all right to bring suit in any other forum.

10. **Waiver of Jury Trial** - The parties hereby covenant and agree not to elect a trial by jury of any issue triable by a jury, and also to waive trial by jury in any action or proceeding to, arising out of, in connection with or in any way pertaining to this Agreement, or any transactions, occurrences, communications, or understandings (or the lack of any of the foregoing) relating to this Agreement. It is understood and agreed that this waiver constitutes a complete and comprehensive waiver of trial by jury of all claims, against all parties to such actions or proceedings, including claims against parties who are not parties to this Agreement. This waiver of jury trial is separately given, knowingly, willingly and voluntarily made by Seller and Purchaser. The parties agree that no representations of fact or opinion has been made by any individual to induce this waiver of trial by jury or to in any way modify or nullify its effect. Either party is hereby authorized to submit this Agreement to any court having jurisdiction over the subject matter and the parties, so as to serve as conclusive evidence of such waiver of right to trial by jury. Seller and Purchaser each represent and warrant that it has been represented in the signing of this Agreement and in the making of this waiver by independent legal counsel, selected of its own free will, and/or that it has had the opportunity to discuss this waiver with counsel.

11. **Survival, Successors and Assigns** - Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party. In the event that either party assigns this Agreement with the consent of the other, all covenants, agreements, representations and warranties that are contained in this Agreement shall inure to the benefit of the

successor and assign.

12. **Severability** - If any term, provision or condition, or any part of this Agreement shall for any reason be found or held invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition of this Agreement, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

13. **Merger and Integration** - This Agreement contains the entire agreement of the parties with respect to the matters covered and the transactions involved, and no other agreement, statement or promise made by any party, or by any employee, officer, agent or attorney of any party, which is not contained herein shall be valid or binding.

14. **Counterparts** - This Agreement shall be executed and acknowledged in two original counterparts, one for each party, each of which, when so executed and delivered, shall be deemed to be an original, and shall be admissible in court as evidence, without further authentication or foundation.

15. **Headings** - The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and shall not be used or deemed to limit or diminish any of the provisions hereof.

16. **Recitals** - The Recitals hereto are hereby incorporated into and made a part of this Agreement.

Executed this 22 day of May, 2024.

County of Washington,  
State of Illinois

Prairie Farms Dairy, Inc.

By: David Meyer  
David Meyer, County Board Chairman

By: Matt McClelland  
Matt McClelland, CEO & EVP

(SEAL)

(SEAL)

Attest:

Attest:

By: Shari Hempen  
Shari Hempen, Washington County Clerk

By: Kit Webb  
Kit Webb, Assistant Secretary

**ACKNOWLEDGEMENT**

STATE OF ILLINOIS                    )  
  ) SS  
COUNTY OF WASHINGTON            )

Signed and sworn to before me on 22 day of May, 2024 by David Meyer as  
County Board Chairman of Washington County, Illinois.

Mollie Marie Bruno  
Signature of Notary Public

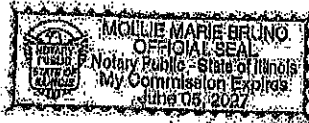


My Commission Expires: June 5, 2027

ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF WASHINGTON )

Signed and sworn to before me on 22 day of May, 2024 by Shari Hempen as  
Washington County Clerk of Washington County, Illinois.



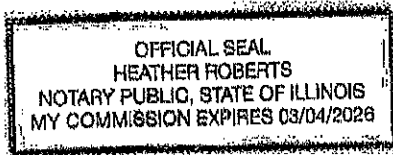
Mollie Marie Bruno  
Signature of Notary Public

My Commission Expires June 5, 2027

ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF MARION )

Signed and sworn to before me on 31 day of May, 2024 by Matt McClelland  
as CEO & EVP of Prairie Farms, Inc.



Heather Roberts  
Signature of Notary Public

My Commission Expires: 3/24/2026

ACKNOWLEDGEMENT

STATE OF ILLINOIS                    )  
  ) SS  
COUNTY OF MARION                 )

Signed and sworn to before me on 29 day of May, 2024 by Kit Webb as Assistant Secretary of Prairie Farms, Inc.



Tammy Cook  
Signature of Notary Public

My Commission Expires: 11/18/2024