
THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 14-26

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION
AGREEMENT WITH THE CHICAGO TRUST COMPANY, N.A., AS TRUSTEE
UNDER TRUST AGREEMENT DATED AUGUST 30, 1996 AND KNOWN AS TRUST
NO. BEV 8-9750 CONCERNING CERTAIN TERRITORY IN UNINCORPORATED
GRUNDY COUNTY, ILLINOIS**

NEAL E. NELSON, President
PAMELA M. NOFFSINGER, Village Clerk

GEORGETTE VOTA
ROSS BRADLEY
TIMOTHY BRADLEY
TERRY HALLIDAY
DAVID TOGLIATTI
JUSTIN WREN
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City
on August 11, 2014

ORDINANCE NO. 14-26

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT WITH THE CHICAGO TRUST COMPANY, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 30, 1996 AND KNOWN AS TRUST NO. BEV 8-9750 CONCERNING CERTAIN TERRITORY IN UNINCORPORATED GRUNDY COUNTY, ILLINOIS

WHEREAS, the Village of Coal City (“Village”) is a non-home rule municipality; and

WHEREAS, 65 ILCS 5/11-15.1-1, provides that the Village may enter into an annexation agreement with the owners of record of land in unincorporated territory, which land may be subsequently annexed to the Village in accordance with Article 7 of the Illinois Municipal Code at the time the land becomes contiguous to the Village; and

WHEREAS, the Village has received a petition for annexation from The Chicago Trust Company, N.A., as Trustee Under Trust Agreement Dated August 30, 1996 and known as Trust No. BEV 8-9750 (“Owner”) for a portion of its property; and

WHEREAS, the parties to the proposed annexation agreement are desirous to establish the terms and conditions by which any annexation of the territory proposed for annexation would be accomplished, and to further provide for the zoning of such territory, property tax abatement for the owner thereof, and for certain other terms and conditions as more fully provided in the proposed annexation agreement; and

WHEREAS, it is in the best interests of the Village of Coal City, Grundy and Will Counties, Illinois, that a certain annexation agreement pertaining to a 300’ by 300’ portion of the property commonly known as the “Cullick Farm,” as more particularly described in the annexation agreement, be entered into; and,

WHEREAS, an annexation agreement has been negotiated between the Village and The Chicago Trust Company, N.A., as Trustee Under Trust Agreement Dated August 30, 1996 and known as Trust No. BEV 8-9750 and the beneficiary(ies) of said land trust, a copy of which

agreement is attached hereto as Exhibit A and incorporated herein; and,

WHEREAS, the legal owner of record of the territory that is the subject of the annexation agreement and the Village are ready, willing, and able to enter into that agreement and to perform the obligations as required hereunder; and,

WHEREAS, the statutory procedures provided in Division 15.1 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1, *et seq.* for the approval and execution of the pre-annexation agreement have been fully complied with.

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

SECTION 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

SECTION 2. Authorization.

A. Execution. The Village President is hereby authorized and directed to execute, and the Village Clerk is hereby authorized and directed to attest a document known as *Annexation Agreement Between the Village of Coal City and The Chicago Trust Company, N.A., as Trustee Under Trust Agreement Dated August 30, 1996 and known as Trust No. BEV 8-9750* (“Agreement”), a copy of which is attached hereto and made a part hereof.

B. Recordation. The Village Clerk is authorized and directed to record, at the Village’s expense, a fully executed copy of the Agreement at the Office of the Recorder of Deeds, Grundy County, Illinois.

SECTION 3. Repealer.

All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. Saving Clause. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

SECTION 5. Effectiveness. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SO ORDAINED this _____ day of August, 2014, at Coal City, Grundy and Will Counties, Illinois.

AYES: 5

ABSENT: 1

NAYS: 0

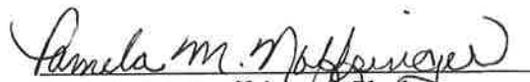
ABSTAIN: 0

VILLAGE OF COAL CITY



Neal E. Nelson, President

Attest:



Pamela M. Noffsinger, Clerk

Exhibit A

ANNEXATION AGREEMENT

[Attached]

4841-9200-8732, v. 1

**ANNEXATION AGREEMENT
BETWEEN VILLAGE OF COAL CITY
AND THE CHICAGO TRUST COMPANY, N.A., AS TRUSTEE UNDER TRUST
AGREEMENT DATED AUGUST 30, 1996 AND KNOWN AS TRUST NO. BEV 8-9750**

This Annexation Agreement (“Agreement”) is made and entered into this _____ day of _____, 2014 (“Effective Date”), by and between the Village of Coal City, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois and located in Grundy and Will Counties, Illinois (“Village”) and *The Chicago Trust Company, N.A., as Trustee Under Trust Agreement Dated August 30, 1996 and known as Trust No. BEV 8-9750* (“Owner”).

In consideration of the recitals and the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

Section 1. Recitals.

A. The Owner is, as of the effective date, the legal owner of record of certain real property situated in an unincorporated area of Grundy County, Illinois, which real property includes a 300’ x 300’ portion of land bounded on the east by Dresden Road and to the north by the Claypool Drainage District, which portion of land is more particularly set forth in the legal description and Plat of Annexation collectively attached hereto as Exhibit A and made a part hereof (“Subject Property”).

B. The Subject Property constitutes the real property to be annexed to the Village and is presently contiguous to the corporate limits of the Village and is not within the corporate limits of any other municipality.

C. Contemporaneously with the execution of this Agreement, Owner will file an annexation petition with the Village Clerk in substantially the form attached hereto and incorporated herein as Exhibit B (the “Annexation Petition”).

D. There are no electors residing within the Subject Property.

E. Owner desires and proposes to have the Subject Property annexed to the Village pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, and upon the terms and conditions of this Agreement.

F. The Village and the Owner desire that the Subject Property be used only in compliance with this Agreement, specifically to serve as contiguous property for purposes of annexing various properties north of the Subject Property.

G. The parties hereto desire to enter into a binding annexation agreement with respect to the annexation, zoning, and use of the Subject Property and to provide for certain other matters related directly or indirectly to the annexation of the Subject Property in the future. Therefore, pursuant to Section 11-15.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 *et seq.*, a proposed annexation agreement, in substantially the same form and substance as this Agreement, was submitted to the corporate authorities of the Village and, pursuant to notice published in a newspaper of local circulation, as provided by 65 ILCS 5/11-15.1-3, a public hearing was held thereon on August 11, 2014.

H. The Village of Coal City does not provide fire protection or public library services and will not provide such services within the boundaries of the Tract.

I. All highways adjacent to the Subject Property are under the jurisdiction of the County.

J. The corporate authorities of the Village, after due and careful consideration, have concluded that the annexation of the Subject Property to the Village will be beneficial to the Village, further the orderly growth of the Village, constitute a valuable addition to the Village, further enable the Village to pursue annexation of other territory north of the Subject Property and, further, that the zoning and use of the Subject Property pursuant to and in accordance with this Agreement would serve the best interests of the Village.

K. The corporate authorities of the Village have duly authorized and directed the Village President to execute this Agreement and the Village Clerk to attest the same.

L. Owner has taken all legal actions required to authorize the execution, delivery and performance of this Agreement.

Section 2. Annexation of the Property.

- A. Contemporaneously with the execution of this Agreement, Owner shall file with the Village Clerk a duly executed Annexation Petition in substantially the form attached hereto and incorporated herein as Exhibit B, pursuant to and in accordance with the provisions of Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8.
- B. At such time subsequent to the execution of this Agreement and prior to the expiration of this Agreement as the corporate authorities deem advisable, the corporate authorities of the Village shall pass and approve an ordinance providing for the annexation of the Subject Property and any contiguous rights-of-way which are included with said annexation by operation of law to the Village (the "Annexation Ordinance"), in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8.
- C. Following the enactment of the Annexation Ordinance and 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.
- D. The annexation of the Subject Property (and any contiguous rights-of-way included by operation of law) 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 3. Zoning of the Property.

The Village and Owner agree that the Subject Property 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. Immediately upon passage of the Annexation Ordinance, the Village shall:

A. Adopt an ordinance rezoning and reclassifying the Subject Property from the RS-1 District to the A Agricultural District in accordance with the provisions of the Village Code. Prior to the Village's enactment of the Annexation Ordinance, such public hearings as are necessary to enable the Village lawfully to grant said zoning classification as to the Subject Property will be conducted upon proper notice, and no further action need be taken by the Owner to cause the Subject Property to be rezoned as A Agricultural District once the Subject Property is annexed into the Village.

The parties acknowledge and agree that the existing uses of the Subject Property are legal nonconforming uses under the RS-1 zoning classification, that the existing uses of the Subject Property are permitted uses under the A Agricultural District zoning classification, and that the use of the Subject Property would be permitted to continue as a legally non-conforming use in the event of a subsequent change in the zoning classification of the Subject Property. The Village and Owner agree that Owner does not currently intend to develop the Subject Property in any way inconsistent with its current use as agricultural land, and the Village shall take no action with respect to the zoning of the Subject Property that would have the practical effect of frustrating Owner's intent. The Village and Owner agree that future changes in ownership or use of the Subject Property may require appropriate proceedings before the Zoning Board of Appeals or Plan Commission.

Section 4. Sanitary Sewer Easement.

Promptly upon annexation of the Subject Property, Owner shall grant a sanitary sewer easement to the Village and other governmental bodies over, under, on, and across the Subject Property, for the purpose of making repairs, installing, and servicing a sanitary sewer force main to serve property that may be annexed in the future. The sanitary sewer easement agreement shall be substantially in the form attached to this Agreement as Exhibit C, and shall convey to the Village a fifteen foot (15') permanent sanitary sewer easement over, under, on and across the Subject Property and a temporary construction easement consisting of an additional fifteen feet (15.0') adjacent thereto and on either side thereof, and authorize the installation and maintenance of a sanitary sewer force main and appurtenances thereto within said easement, as more particularly described in Exhibit C. The Village hereby covenants and agrees that due care, skill and diligence will be used in constructing, reconstructing, laying, maintaining and repairing the sanitary sewer main within the easement.

Section 5. Drainage Improvements to the Subject Property.

Promptly upon annexation of the Subject Property, the Village shall repair the broken field drainage which runs north/south through the farm field and conveys storm water into the Claypool Ditch, as specified more particularly on the rendering attached hereto as Exhibit D. This field ditch located approximately 1,200 feet west of Dresden Road shall be cleaned and field crossings re-established for eth northerly 750 feet of ditch between Claypool Ditch and the existing treestand. The brush and scrub trees of the aforementioned portion of ditch shall be cleaned as well.

Section 6. Property Tax Abatement

Upon annexation of the Subject Property, so long as (i) the Owner continues the current use of the Subject Property for agricultural purposes without further subdivision or development and (ii) the property is not sold or transferred, the Village shall instruct the County Clerk each year to abate the Village's portion of property taxes applicable to the Subject Property, in

accordance with 35 ILCS 200/18-184. Alternatively, if the County abatement procedure is not available and Owner is entitled to abatement as provided in this Section, the Village shall refund any property taxes paid by the Owner attributable to the Village resulting from the annexation of the Subject Property.

Section 7. Liability.

A. Village Approvals. The Owner acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as a result of the Village's negotiation, preparation, and approval of this Agreement or any other documents negotiated in connection with this Annexation. The Village's approval of these documents shall not be deemed in any way to insure the Owner or any of its heirs, successors, assigns, tenants, and licensees, or any other person, against damage or injury of any kind at any time.

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

C. Contiguity. Owner agrees not to challenge the annexation provided for herein on the basis that the Subject Property lacks contiguity with the Village.

D. Liability for Discharge of Pollution from Sanitary Sewer. When any spill, leakage or discharge of a contaminant from the sanitary sewer main or any relief valve associated therewith installed upon Owner's property shall (i) proximately cause the elevation of a released contaminant above the background concentration of such contaminant on Owner's property or (ii) create an imminent and substantial endangerment to health or the environment, then the Village shall, at its own expense, take such action as may be necessary to remediate the contamination and protect public health and the environment upon receiving actual notice of the spill, leakage or discharge, and halt any discharge or other activity causing or contributing to the danger or perform maintenance on the sanitary sewer main or its appurtenances as may be necessary to prevent further discharges, leakages or spills. The Village shall indemnify and hold harmless Owner from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent that such spill, leakage or discharge is caused by or arising out of the negligent acts or omissions or willful misconduct in the construction, installation and maintenance of the sanitary sewer main on the easement by the Village's employees, agents, contractors, or licensees. The Village's obligation to indemnify and hold harmless Owner is contingent upon the Village receiving prompt written notice of any event giving rise to an obligation to indemnify Owner.

Section 8. Binding Obligation.

The benefits and burdens assumed by the parties under this Agreement shall be binding on the parties. It is understood that this Agreement shall run with the land and, as such, shall be assignable to and binding upon subsequent grantees, lessees, and successors in interest to the Owner, and, as such, this Agreement and all exhibits hereto shall be recorded with the Recorder of Deeds of Grundy County, Illinois.

Section 9. Term.

This Agreement shall be in full force and effect from and after the Effective Date for a period of twenty (20) years.

Section 10. Enforcement.

The failure of either party to perform and comply with its obligations hereunder shall constitute a default. In the event of a default, the injured party shall send the defaulting party written notice of default, specifying the nature of the default and the manner in which the defaulting party has defaulted ("Notice of Default"). Upon receipt of the Notice of Default, the defaulting party shall commence action as may be necessary to cure the identified default within thirty (30) days. If the default is not cured, or if performance has not commenced to cure such default within thirty (30) days, such failure shall constitute an "Event of Default." Following an Event of Default, the injured party 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, execution, or breach of this Agreement.

Section 11. General Provisions.

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("*e-mail*"). Notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt.

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

Village Administrator
Village of Coal City
515 South Broadway
Coal City, Illinois 60416

With a copy to:

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

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

The Chicago Trust Company, N.A., as Trustee Under Trust Agreement Dated August 30, 1996
and known as Trust No. BEV 8-9750
c/o Mr. John Cullick
725 Coster Road
PO Box 98
South Wilmington, IL 60474

With copies to:

John Tryner, Attorney at Law
101 Fulton
Wilmington, IL 60481

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. 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 rights, remedies, and benefits allowed by law.

D. Non-Waiver. The parties shall be under no obligation to exercise any of the rights granted to them in this Agreement. The failure of a party to exercise at any time any right granted to it shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect that party's right to enforce that right or any other right.

E. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

F. Governing Law. This Agreement shall be governed by, and enforced in accordance with the laws of the State of Illinois.

G. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law. The foregoing notwithstanding, the parties hereby agree that the invalidity of Section 5(b) of this Agreement, shall, at the option of Owner, make this entire Agreement void and of no force or effect except for the continuing validity of the Sanitary Sewer Easement, whereupon the Village agrees to cooperate with Owner in the disconnection of the Subject Property from the Village to the extent such disconnection is otherwise authorized by Division 3 of Article 7 of the Illinois Municipal Code, 65 ILCS 5/7-3-1, *et seq.*

H. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

I. 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.

J. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

K. Authority to Execute.

(1) The Village hereby warrants and represents to the Owner that (i) the Persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities and (ii) that it has the full and complete right, power and authority to enter into this Agreement and to agree to the terms, provisions and conditions set forth in this Agreement, (iii) that all legal actions needed to authorize the execution, delivery and performance of this Agreement have been taken, and (iv) that neither the execution of this Agreement nor the performance of the obligations assumed by the Village will (a) result in a breach or default under any agreement to which the Village is a party or (b) violate any statute, law, restriction, court order, or agreement to which the Village is subject.

(2) The Owner hereby warrants and represents to the Village (i) that it is the legal owner of fee simple title to the Subject Property, (ii) that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Subject Property as set forth in this Agreement, (iii) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (iv) that neither the execution of this Agreement nor the performance of the obligations assumed by the Owner will (a) result in a breach or default under any agreement to which the Owner is a party or to which it or the property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Owner or the Subject Property are subject.

L. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any Person shall be made, or be valid, against the Village or the Owner.

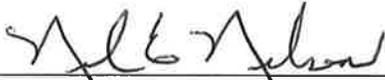
M. Recording. Within 30 days after execution hereof, this Agreement shall be recorded at the sole cost and expense of the Owner in the Office of the Recorder of Grundy County, Illinois.

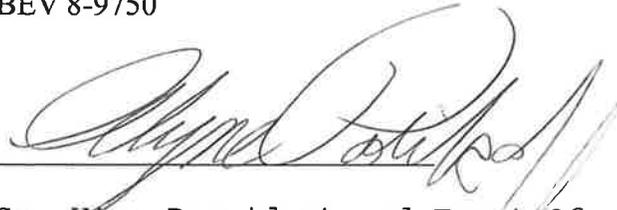
N. Counterparts. This Agreement may be executed in counterpart, each of which shall constitute an original document, which together shall constitute one and the same instrument.

AND THE CHICAGO TRUST COMPANY, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 30, 1996 AND KNOWN AS TRUST NO. BEV 8-9750

VILLAGE OF COAL CITY

THE CHICAGO TRUST COMPANY, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 30, 1996 AND KNOWN AS TRUST NO. BEV 8-9750

By: 
Village President

By: 
Its: Sr. Vice President and Trust Ofc.

Attest:


Village Clerk

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder, and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representations, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY & PLAT OF ANNEXATION

The east 300.00 feet of the north 300.00 feet of the North Half of the East Half of the Northeast Quarter of Section 35, Township 33 North, Range 8, East of the Third Principal Meridian, Grundy County, Illinois.

Plat of Annexation to be Inserted on Following Page

PLAT OF ANNEXATION

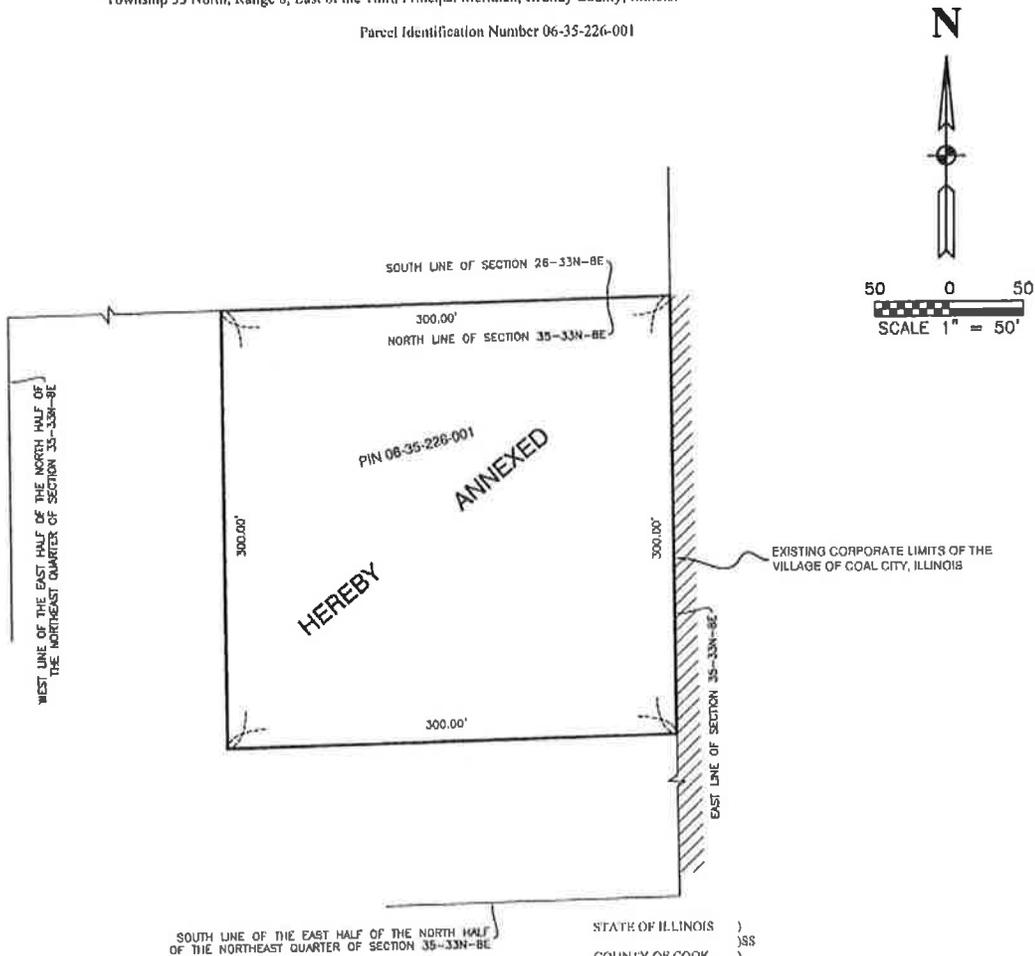
TO THE VILLAGE OF COAL CITY, ILLINOIS

Of:

Legal Description

The east 300.00 feet of the north 300.00 feet of the North Half of the East Half of the Northeast Quarter of Section 35, Township 33 North, Range 8, East of the Third Principal Meridian, Grundy County, Illinois.

Parcel Identification Number 06-35-226-001



STATE OF ILLINOIS)
COUNTY OF COOK)

I, DAN C. PAARLBERG, an Illinois Professional Land Surveyor, do hereby state that the hereon drawn plat was prepared at and under my direction for the purpose of annexing the property described hereon to the Village of Coal City, Illinois.

SOUTH HOLLAND, ILLINOIS August 06, A.D. 2014

Certificate No. 35-003243
Expires 11/30/2014



Approved by the President and Village Board of Trustees of the Village of Coal City, Illinois at a meeting held this _____ day, of _____ 201_____

By: _____ Village President
Attest: _____ Village Clerk

S14-08-002

ROBINSON ENGINEERING, LTD. CONSULTING REGISTERED PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS 12009 SOUTH PARK AVENUE SOUTH HOLLAND, ILLINOIS 60474 PHONE 314-963-8000 © COPYRIGHT 2014 ILLINOIS REGISTRATION NO. 146024118		REVISIONS No. Date Remarks	
FOR: VILLAGE OF COAL CITY, ILLINOIS			
Drawn by: D.C.P.	Date: August 6, 2014		
Checked by: D.C.P.	Scale: 1" = 50'		
Sheet: 1 of 1	Project No: S14-08-002		

Note:
According to Chapter 65 ILCS 5/7-1-1 of the Illinois Statutes, the new boundary shall extend to the far side of any adjacent highway and shall include all of every highway within the area annexed even though not included in the legal description as set forth above.

S14-08-002 PLAT OF ANNEXATION.DWG

EXHIBIT B

PETITION FOR ANNEXATION

STATE OF ILLINOIS)
)
COUNTY OF GRUNDY) ss.

**BEFORE THE CORPORATE AUTHORITIES OF THE VILLAGE OF COAL CITY,
GRUNDY AND WILL COUNTIES, ILLINOIS**

The Petitioner, THE CHICAGO TRUST COMPANY, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 30, 1996 AND KNOWN AS TRUST NO. BEV 8-9750 ("petitioner"), respectfully states under oath:

1. Petitioner is the legal owner of the following legally described land (the "Tract") generally comprising a 300 foot by 300 foot area of approximately 2.07 acres and bounded by Dresden Road on the east and the Claypool Drainage District on the north, all situated in Grundy County, Illinois, and legally described as follows:

The east 300.00 feet of the north 300.00 feet of the North Half of the East Half of the Northeast Quarter of Section 35, Township 33 North, Range 8, East of the Third Principal Meridian, Grundy County, Illinois.

2. The Tract is not situated within the corporate limits of any municipality but is contiguous to the Village of Coal City.

3. There are no electors residing in the Tract.

4. The Village of Coal City does not provide fire protection or public library services within the boundaries of the Tract.

5. That the undersigned has been duly authorized to execute this petition for annexation on behalf of the beneficiaries of the below-described land trust and that I have full and complete right, power, and authority to submit this petition for annexation.

6. The foregoing statements of fact are true to the best of Petitioner's knowledge and information.

Petitioner respectfully requests that the above-described Tract be annexed to the Village of Coal City by ordinance of the President and Board of Trustees of the Village of Coal City pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, as amended, in accordance with the terms of the Annexation Agreement.

Dated this _____ day of _____, 2014.

THE CHICAGO TRUST COMPANY, N.A., AS TRUSTEE
UNDER TRUST AGREEMENT DATED AUGUST 30,
1996 AND KNOWN AS TRUST NO. BEV 8-9750

By: *[Signature]*
Its: Sr. Vice President & Trust Ofc.

SUBSCRIBED AND SWORN TO
before me this 14th day of
August, 2014.

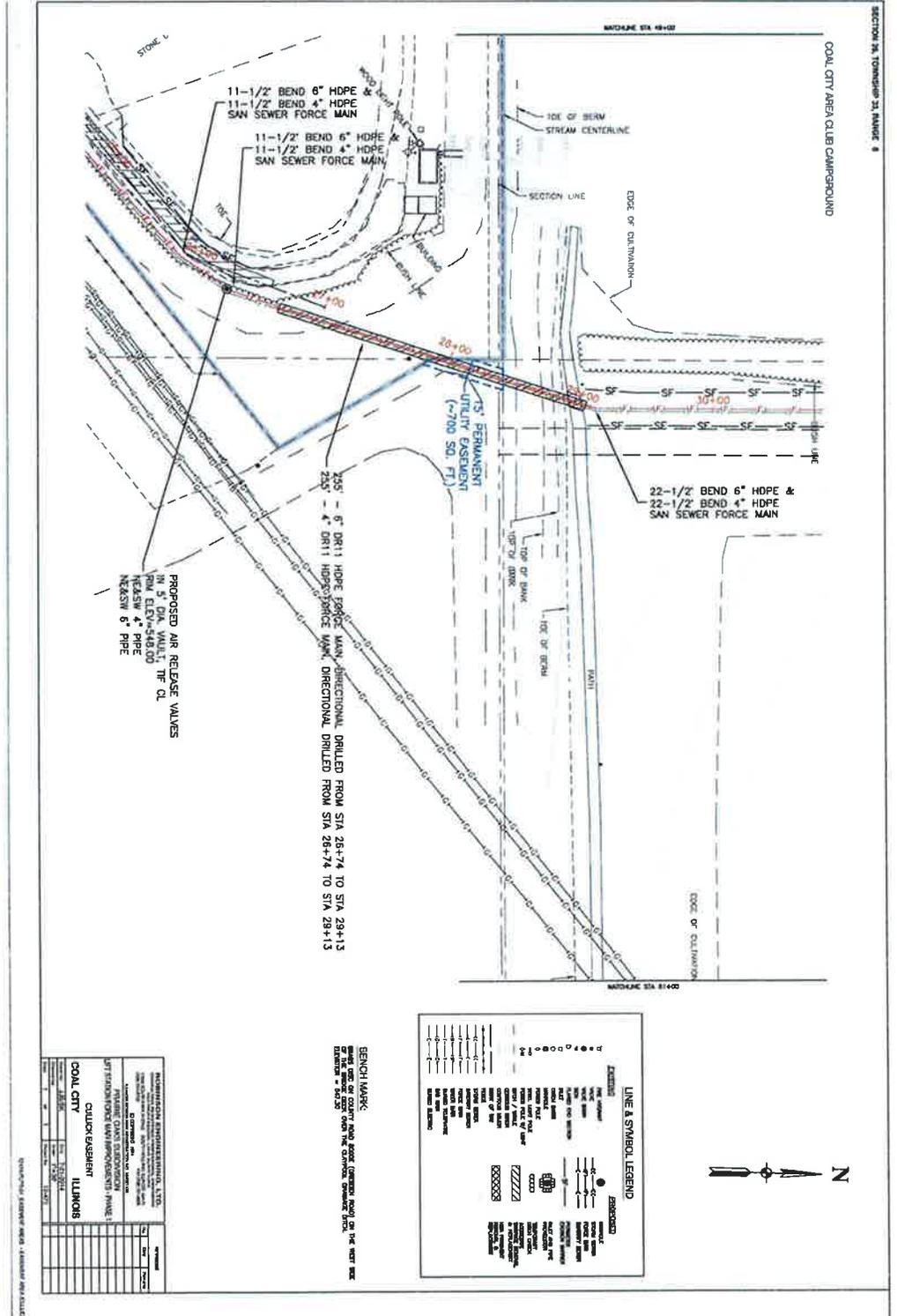
[Signature]
Notary Public



This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representations, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

EXHIBIT C

SANITARY FORCE MAIN EASEMENT



LINE & SYMBOL LEGEND

EXISTING	PROPOSED
1" = 1" (Solid line)	1" = 1" (Dashed line)
2" = 1" (Dotted line)	2" = 1" (Dash-dot line)
3" = 1" (Long-dash line)	3" = 1" (Short-dash line)
4" = 1" (Dash-dot-dot line)	4" = 1" (Dotted line)
5" = 1" (Solid line)	5" = 1" (Dashed line)
6" = 1" (Dotted line)	6" = 1" (Dash-dot line)
7" = 1" (Long-dash line)	7" = 1" (Short-dash line)
8" = 1" (Dash-dot-dot line)	8" = 1" (Dotted line)
9" = 1" (Solid line)	9" = 1" (Dashed line)
10" = 1" (Dotted line)	10" = 1" (Dash-dot line)
11" = 1" (Long-dash line)	11" = 1" (Short-dash line)
12" = 1" (Dash-dot-dot line)	12" = 1" (Dotted line)
13" = 1" (Solid line)	13" = 1" (Dashed line)
14" = 1" (Dotted line)	14" = 1" (Dash-dot line)
15" = 1" (Long-dash line)	15" = 1" (Short-dash line)
16" = 1" (Dash-dot-dot line)	16" = 1" (Dotted line)
17" = 1" (Solid line)	17" = 1" (Dashed line)
18" = 1" (Dotted line)	18" = 1" (Dash-dot line)
19" = 1" (Long-dash line)	19" = 1" (Short-dash line)
20" = 1" (Dash-dot-dot line)	20" = 1" (Dotted line)
21" = 1" (Solid line)	21" = 1" (Dashed line)
22" = 1" (Dotted line)	22" = 1" (Dash-dot line)
23" = 1" (Long-dash line)	23" = 1" (Short-dash line)
24" = 1" (Dash-dot-dot line)	24" = 1" (Dotted line)
25" = 1" (Solid line)	25" = 1" (Dashed line)
26" = 1" (Dotted line)	26" = 1" (Dash-dot line)
27" = 1" (Long-dash line)	27" = 1" (Short-dash line)
28" = 1" (Dash-dot-dot line)	28" = 1" (Dotted line)
29" = 1" (Solid line)	29" = 1" (Dashed line)
30" = 1" (Dotted line)	30" = 1" (Dash-dot line)
31" = 1" (Long-dash line)	31" = 1" (Short-dash line)
32" = 1" (Dash-dot-dot line)	32" = 1" (Dotted line)
33" = 1" (Solid line)	33" = 1" (Dashed line)
34" = 1" (Dotted line)	34" = 1" (Dash-dot line)
35" = 1" (Long-dash line)	35" = 1" (Short-dash line)
36" = 1" (Dash-dot-dot line)	36" = 1" (Dotted line)
37" = 1" (Solid line)	37" = 1" (Dashed line)
38" = 1" (Dotted line)	38" = 1" (Dash-dot line)
39" = 1" (Long-dash line)	39" = 1" (Short-dash line)
40" = 1" (Dash-dot-dot line)	40" = 1" (Dotted line)

PROPOSED SANITARY FORCE MAIN EASEMENT, ILLINOIS

OWNER: COAL CITY AREA CLUB CAMPGROUND

ENGINEER: ILLINOIS ENGINEERING & SURVEYING, L.L.P.

DATE: 11/15/2011

PROJECT: SANITARY FORCE MAIN EASEMENT

SCALE: AS SHOWN

COAL CITY, ILLINOIS

BENCHMARK:
 THE BENCH MARK FOR THE CENTER POINT OF THE MAIN LINE ON THE WEST END OF THE EASEMENT IS A CONCRETE BENCH MARK ON THE WEST END OF THE EASEMENT WITH AN ELEVATION OF 567.35.



successors and/or assigns, a permanent, nonexclusive fifteen feet (15.0') wide easement upon Grantor's property stretching from the northern edge of the property along the western edge of the parcel through the point at which the parcel boundary turns southeast (the northwest corner, beneath the tree stand) to construct, install, reconstruct, repair, maintain and operate a six inch (6") sanitary sewer main, and any and all appurtenances, equipment or fixtures thereto including, but not limited to, manholes, force mains, pumps, valves and monitors, upon, under, over, along and through said permanent easement, together with the right of ingress and egress thereto for the purposes of performing such work ("Permanent Sanitary Sewer Easement"). The area of Grantor's property subject to said Permanent Sanitary Sewer Easement is legally described in Exhibit 2 ("Permanent Easement Area"), which is attached hereto and made a part hereof as though fully set forth herein, and is depicted in the Plat of Easement attached hereto as Exhibit 3, which is made a part hereof as though fully set forth herein. All materials or equipment used in the construction and maintenance of said sewer and appurtenances, and all surplus soil and debris excavated in the course thereof, may be transported to or from and be used upon the site of said construction work, on and across the Permanent Easement Area.

3. TEMPORARY CONSTRUCTION EASEMENT. Grantor gives, grants, and conveys to the Village, its agents, contractors, engineers, employees, and successors and/or assigns a non-exclusive temporary construction easement over such additional grounds now owned by Grantor or its assigns as may be necessary for the construction, installation or reconstruction of the sanitary sewer main ("Temporary Construction Easement"), said right and easement to be temporary and to be effective only during the construction or reconstruction of said sanitary sewer main.

4. GRANTOR'S RETAINED RIGHTS. Grantor shall retain all rights not granted herein to the ownership, use, enjoyment and occupation of the Permanent Easement Area and the real estate subject to the Temporary Construction Easement, except that the Grantor shall not construct any buildings, structures or improvements over the sanitary sewer as finally constructed, or alter, change, destroy or modify the grading of the Permanent Easement Area in such a manner as to damage the sewer or restrict the operation thereof, deny the Grantee access thereto for purposes of repair or replacement thereof, or otherwise adversely affect the intended purposes for which the Permanent Sanitary Sewer Easement, Temporary Construction Easement, or the installed improvements have been designed or are intended to serve.

5. SANITARY SEWER EASEMENT COMPENSATION. The parties acknowledge and agree that the special services provided Grantor by the Village as provided in that certain annexation agreement between the parties shall constitute good and valuable consideration as compensation for the Permanent Sanitary Sewer Easement and Temporary Construction Easement granted herein.

6. VILLAGE COVENANTS. The Village hereby covenants and agrees that the Permanent Sanitary Sewer Easement and Temporary Construction Easement are granted upon the express conditions that due care, skill and diligence will be used in constructing, reconstructing, laying and repairing said sanitary sewer main. Following completion of initial construction of the sanitary sewer main, the Village shall return the ground to substantially the same condition that existed before the sanitary sewer main was constructed. Provided, however, that the Village may remove small portable structures, sod, trees, bushes, shrubs and plants of any kind which are on any part of the easement areas during the construction of the sanitary sewer main and shall not be obligated to replace such small portable structures, sod, trees, bushes, shrubs and plants of any kind which are on any part of the easement areas, which may be

removed or damaged, but the Village will take reasonable measures for the protection of shrubbery or trees which may be thereon.

7. INDEMNIFICATION. The Village shall indemnify and hold harmless Grantor from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the construction, installation and maintenance of the sanitary sewer main on the easement by the Village's employees, agents, contractors, or licensees. The Village's obligation to indemnify and hold harmless Grantor is contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify Grantor.

8. WARRANTIES. The Corporate Authorities of the Village warrant that they have the authority to enter into this Agreement. The Corporate Authorities of the Village further warrant that they will perform all their obligations hereunder and that the obligations imposed upon the Village herein shall be valid and binding obligations of the Village. Grantor warrants that the execution of this Agreement has been duly and validly authorized, that it will perform all of its obligations hereunder, that the obligations imposed upon Grantor herein shall be valid and binding obligations of Grantor, and that this grant of Permanent Sanitary Sewer Easement and Temporary Construction Easement is granted knowingly and voluntarily for the purposes stated.

10. BINDING EFFECT. All provisions of this instrument, including the benefits and burdens, shall run with the land and are binding on and inure to the heirs, assigns, successors, tenants and representatives of the parties hereto.

11. SEVERABILITY. In the event that any portion of this Agreement shall be found to be invalid by any court of competent jurisdiction, such finding of invalidity as to that portion shall not affect the validity or enforceability of the balance of this Agreement.

12. NOTICES. All notices, requests, demands and other matters required to be given or which may be given hereunder shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt.

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

Village Administrator
Village of Coal City
515 South Broadway
Coal City, Illinois 60416

With a copy to:

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

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

The Chicago Trust Company, N.A., as Trustee Under Trust Agreement Dated August 30, 1996
and known as Trust No. BEV 8-9750
c/o Mr. John Cullick
725 Coster Road
PO Box 98
South Wilmington, IL 60474

With copies to:

John Tryner, Attorney at Law
101 Fulton
Wilmington, IL 60481

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VILLAGE OF COAL CITY

THE CHICAGO TRUST COMPANY, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 30, 1996 AND KNOWN AS TRUST NO. BEV 8-9750

By: [Signature]
Village President

By: [Signature]
Its: Sr. Vice President and Trust Ofc

Attest:

[Signature]
Village Clerk

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representations, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

Exhibit 1

Legal Description of the Subject Property

That part of the Northeast Quarter of Section 35, Township 33 North, Range 8 East of the Third Principal Meridian

Exhibit 2

That part of the Northeast Quarter of Section 35, Township 33 North, Range 8 East of the Third Principal Meridian described as follows: Commencing at the Northwest corner of said Northeast Quarter; thence South $00^{\circ} 42' 02''$ West 22.33 feet along the West line of said Northeast Quarter, to the Point of Beginning; thence continuing South $00^{\circ} 42' 02''$ West 30.33 feet along said West line; thence South $30^{\circ} 40' 00''$ East 7.46 feet; thence North $18^{\circ} 38' 44''$ East 62.25 feet, to the North line of said Northeast Quarter at a point that is 23.06 feet East of said Northwest corner of the Northeast Quarter; thence North $89^{\circ} 47' 00''$ West 15.81 feet along said North line; thence South $18^{\circ} 38' 44''$ West 23.54 feet, to the Point of Beginning, in Grundy County, Illinois.

EXHIBIT E

Depiction of Drain Tile Repairs

**FIELD DITCH RESTORATION
AREA**

