COAL CITY
PLANNING AND ZONING
BOARD MEETING

MONDAY
NOVEMBER 7, 2016
7 P.M.

COAL CITY VILLAGE HALL
515 S. BROADWAY, COAL CITY, ILLINOIS

AGENDA

1. Call meeting to order
2. Approval of Minutes September 19, 2016
3. 605-625 South Broadway Amendment Recommendation
4. Proposed Text Amendment-Minimum House Size
5. Map Amendment Consideration-Carbon Hill Road & West Division Street
6. New Business
7. Adjourn

MEMO

TO: Planning & Zoning Board

FROM: Matthew T. Fritz
Village Administrator

MEETING DATE: November 7, 2016

RE: **AGENDA ITEMS FOR NOVEMBER 7TH MEETING**

Amendment Recommendation for the Terry Kunes Redevelopment Agreement
The Village Board entered into a Redevelopment Agreement with the owner of 605-625 S. Broadway – Terry Kunes in November of 2013. The requirements of this ordinance were fashioned largely within the guidelines set forth within the Village's Façade Improvement Program. Thus, attachments to the ordinance included the approved site improvements for the façade, which included awnings over the windows and doors of the commercial units.

The owner has been timely with his required repayments, but would like to amend the presentation so the additional awnings are not required prior to the due date for final payments and return of his deposit on the project. Having discussed this with some of the Board members it seems as though it may be possible to amend his current plan, but this shall result in the Village Board needing to amend Ordinance 13-38, which governs the requirements of what the improvements were to look like and the method by which the money would be repaid. References to be considered include Page 10, #5 and a new Exhibit B to the Economic Development Agreement.

Minimum House Size Language
The Board had considered the concept of adopting a minimum house size in addition to its existing code that limits maximum house sizes on residential lots. The Board did not wish to recommend a minimum square footage size, however, the Zoning code discusses percentages of lot coverage when it comes to structures – this may be the adequate space, i.e. Table 4, to discuss this. The email with the concept has been provided for your review.

Equipment Services Facility Operation, Carbon Hill Rd, south of Route 113
Crossroads Equipment Services is the new tenant within leased space available on the property that was formerly Mr. Wilson's property and is now owned by Mark Wills. At the time of the property's annexation in 2003, the property was annexed into the Village utilizing the form annexation agreement that provided RS-2 zoning for the property. Crossroads looks to be a regular tenant at the facility and re-zoning of the space is necessary to accommodate this business. Prior to providing a map amendment solution to this tenant. I wanted to discuss the options for re-zoning prior to securing an application. The business's current utilization of the pole barn could be a conditional use within C-5 or I-1 zoning; I would recommend keeping the corner commercial, but wanted the opinion of the P&Z Board prior to proceeding with the land owner.

Upcoming Petitions for the ZBA

I did not receive applications from upcoming petitioners prior to Monday night's meeting, but there are two possible petitions coming to the Zoning Board of Appeals for consideration. The first is a variance at George Wrobles' residential house – 70 E Blackstone. He is planning on demolishing the smaller residential unit in the front yard and remodeling the garage (which was a former ice storage house) to be the new place where he will reside with his family. Prior to being allowed to utilize this existing building as his place of residence, he must attain a variance to allow this structure to become the primary residence on the property and have a 0' back yard. He is trying to get this matter to be the subject of a public hearing on December 5th.

In addition to this variance, the owner of Emmy's has been working on getting another tenant to fill the space that had formerly been the Grill. Quite a few tenants have been considered, but currently a wine & desert bar is being considered – this would require a conditional use for the C-4 zoned restaurant location. In addition to the ZBA's recommendation, the Village Board would need to amend its Liquor Code to make an additional liquor license available. He is trying to get a contract signed with the potential lessor in order to come forward on 12/5 to have the ZBA consider a conditional use.

THE VILLAGE OF COAL CITY

GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 13-38

AN ORDINANCE AUTHORIZING ENTRY INTO AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT AND ASSOCIATED DOCUMENTS WITH TERRENCE KUNES, PROVIDING FOR THE LOAN OF VILLAGE FUNDS FOR THE FAÇADE RENOVATION OF A COMMERCIAL BUILDING LOCATED AT 605 - 625 S. BROADWAY, COAL CITY, 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 November 12, 2013

ORDINANCE NO. 13-38

AN ORDINANCE AUTHORIZING ENTRY INTO AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT AND ASSOCIATED DOCUMENTS WITH TERRENCE KUNES, PROVIDING FOR THE LOAN OF VILLAGE FUNDS FOR THE FAÇADE RENOVATION OF A COMMERCIAL BUILDING LOCATED AT 605 - 625 S. BROADWAY, COAL CITY, GRUNDY COUNTY, ILLINOIS

WHEREAS, the Village of Coal City ("Village") is an Illinois non-home rule municipal corporation, organized and operating pursuant to the Constitution and laws of the State of Illinois; and

WHEREAS, the Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the Village and its residents, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment, promote property values, and to enter into contractual agreements with property owners and developers for the purpose of achieving such objectives; and

WHEREAS, the Village desires to promote the continued use and maintenance of commercial buildings in the Village in recognition of the positive impact that individual building improvements can have on the overall appearance, quality, and vitality of the downtown business district consistent with the Village's Comprehensive Plan; and

WHEREAS, the Village is authorized under the provisions of Art. VII, Section 10 of the State of Illinois Constitution, 1970, to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, the Village is authorized under the provisions of Art. VIII, Section 1 of the State of Illinois Constitution, 1970, to use public funds for public purposes; and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5, the Village is authorized to expend funds for economic development purposes, including making grants to commercial enterprises deemed desirable for the promotion of economic development; and

WHEREAS, the Village previously enacted Ordinance No. 11-26 "An Ordinance Amending Chapter 37 of the Village of Coal City Code of Ordinances, as Amended, Establishing a Façade Improvement Program Within the Village of Coal City" on August 8, 2011 (the "Ordinance"); and

WHEREAS, the Ordinance provides establishes a program under which qualifying owners of local commercial buildings located within certain designated areas of the Village may apply for a loan from the Village to fund certain eligible façade renovation activities ("Façade Improvement Program"); and

WHEREAS, Terrence Kunes is the owner of that certain real property commonly known as 605-625 South Broadway, Coal City, Grundy County, Illinois and the improvements located thereon, which real property is legally described as set forth in that certain *Amended and Restated Economic Development Agreement by and between the Village of Coal City and Terrence Kunes* dated November 13, 2013, attached hereto as Exhibit A (the "Amended Development Agreement"); and

WHEREAS, Kunes applied for a Façade Improvement Program grant in the amount of Two Hundred Thousand Dollars ($200,000.00) and requested approval of certain improvements for the existing building on the Property, which improvements are more particularly described in Exhibit B to the Development Agreement (the "Façade Plans"); and

WHEREAS, the Plan Commission reviewed and recommended approval of the Façade Plans at a September 3, 2013 meeting; and

WHEREAS, the Corporate Authorities of the Village conducted public meetings to consider the Owner's Façade Plans and Façade Improvement Program grant request on September 30, 2013 and October 9, 2013; and

WHEREAS, the Corporate Authorities of the Village approved Kunes' façade renovation plans at a meeting held on October 9, 2013; and

WHEREAS, the Corporate Authorities of the Village previously found and determined that the Façade Program is insufficiently funded to authorize approval of a Façade Improvement Program grant to Kunes, but were nonetheless desirous of making a loan of Two Hundred Thousand Dollars ($200,000.00) to Kunes in accordance with the terms and conditions set forth in that certain *Economic Development Agreement by and between the Village of Coal City and Terrence Kunes dated October 21, 2013* (the "Original Development Agreement") to enable the renovation of the Property consistent with the Façade Plans; and

WHEREAS, the Corporate Authorities previously enacted Ordinance No. 13-34 on October 14, 2013, approving entry into the Original Development Agreement; and

WHEREAS, the parties to the Original Development Agreement have mutually determined that it is in their respective best interests to amend the loan disbursement provisions set forth in the Original Development Agreement in accordance with the terms of the Amended Development Agreement and to amend the loan disbursement provisions set forth in the original promissory note appended to the Original Development Agreement with the Amended

Promissory Note attached hereto as Exhibit B, in order to simplify the administration of the loan, increase efficiency and minimize costs associated with administering the loan; and

WHEREAS, the Corporate Authorities of the Village ratify and affirm their previous determination that the renovation of the Property as shown in the Façade Plans and provided for in the Amended Development Agreement is in the best interest of the Village and the welfare of its residents, and is in accord with valid public purposes; and

WHEREAS, Kunes intends to cause the Property to be renovated in accordance with the Façade Plans and pursuant to the terms of the Amended Development Agreement; and

WHEREAS, Kunes has represented to the Village that, without the transaction provided for herein, the Façade Plans are not economically feasible and the Owner would not undertake the Façade Plans as currently constituted; and

WHEREAS, the Village desires to have the Property renovated in accordance with and pursuant to the Amended Development Agreement in order to promote the health, safety, and welfare of the Village and its residents, to prevent the spread of blighting conditions, to encourage further private investment and development, to encourage the transition in the Village from industrial and manufacturing uses to commercial and retail uses, to enhance the Village's tax base, and to increase employment opportunities for Village residents; and

WHEREAS, the Corporate Authorities of the Village hereby find and determine that entry into the Amended Development Agreement and Amended Promissory Note is in the best interest of the Village and the welfare of its residents, and is in accord with valid public purposes;

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.

That 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. The Corporate Authorities shall and do hereby authorize, approve and direct the Village President to execute and deliver the Amended Development Agreement and all exhibits thereto on behalf of the Village, and the Village Clerk is authorized and directed to affix the Village seal thereto and to attest the executed Amended Development Agreement following the Village President's signature.

B. Following mutual execution of the Amended Development Agreement by all parties thereto, the Village Clerk is authorized and directed to record the same against the real property subject to the Amended Development Agreement at the Grundy County Recorder of Deeds.

C. The Amended Development Agreement and Amended Promissory Note authorized and approved herein are intended to and shall amend and supersede in all respects the Original Development Agreement and original promissory note previously authorized by Ordinance 13-34.

SECTION 3. RESOLUTION OF CONFLICTS.

All resolutions or 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 Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution, which are hereby declared to be separable.

SECTION 5. EFFECTIVE DATE.

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 12 day of November, 2013, at Coal City, Grundy and Will Counties, Illinois.

AYES: 5

NAYS: 0

ABSENT: 1

ABSTAIN: 0

VILLAGE OF COAL CITY

Neal E. Nelson, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT A

AMENDED DEVELOPMENT AGREEMENT

543663
FILED
FOR RECORD
2013 DEC -3 PM 12: 36
GRUNDY COUNTY
CLERK & RECORDER

AFTER RECORDING
RETURN TO:

Mark R. Heinle, Esq.
ANCEL, GLINK, DIAMOND, BUSH, DICIANNI & KRAFTHEFER, P.C.
1979 N. Mill Street, Suite 207
Naperville, IL 60563

This space for Recorder's use only

AMENDED AND RESTATED ECONOMIC DEVELOPMENT AGREEMENT

(605 - 625 South Broadway, Coal City, Grundy County, Illinois)

By and Between

THE VILLAGE OF COAL CITY, ILLINOIS

AND

TERRENCE KUNES

AMENDED AND RESTATED ECONOMIC DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED ECONOMIC DEVELOPMENT AGREEMENT ("***Agreement***"), is dated the 13 day of November, 2013, and is by and between the **VILLAGE OF COAL CITY**, an Illinois municipal corporation ("***Village***"), and **TERRENCE KUNES**, an individual person residing in the Village of Coal City, Illinois ("***Owner***"). The Village and Owner may each be referred to as a "**Party**" and collectively referred to as "***Parties***".

SECTION 1. RECITALS.

1. The Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the Village and its residents, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment, promote property values, and to enter into contractual agreements with property owners and developers for the purpose of achieving such objectives.

2. The Village desires to promote the continued use and maintenance of commercial buildings in the Village in recognition of the positive impact that individual building improvements can have on the overall appearance, quality, and vitality of the downtown business district consistent with the Village's Comprehensive Plan.

3. The Village is authorized under the provisions of Art. VII, Section 10 of the State of Illinois Constitution, 1970, to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law.

4. The Village is authorized under the provisions of Art. VIII, Section 1 of the State of Illinois Constitution, 1970, to use public funds for public purposes.

5. Pursuant to 65 ILCS 5/8-1-2.5, the Village is authorized to expend funds for economic development purposes, including making grants to commercial enterprises deemed desirable for the promotion of economic development.

6. Terrence Kunes ("***Owner***") is the Owner of that certain real property commonly known as 605-625 South Broadway, Coal City, Kendall County, Illinois and the improvements located thereon, legally described as follows:

LOTS 9, 10 AND 11 OF BLOCK 1 IN THE ORIGINAL TOWN OF COAL CITY, IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 32 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

P.I.N. 09-02-303-014

(the "***Property***").

7. Owner applied for a Façade Improvement Program grant in the amount of Two Hundred Thousand Dollars ($200,000.00) and requested approval of certain improvements for

the existing building on the Property, which improvements are more particularly described in the façade renovation plans ("***Facade Plans***"), attached as ***Exhibit B*** to this Agreement.

8. The Plan Commission reviewed and recommended approval of the Façade Plans at a September 2, 2013 meeting.

9. The Corporate Authorities of the Village conducted public meetings to consider the Owner's Façade Plans and Façade Program grant request on September 30, 2013 and October 14, 2013.

10. The Corporate Authorities of the Village approved the Façade Plans at a meeting held on October 14, 2013.

11. The Corporate Authorities of the Village found and determined that the Façade Program was insufficiently funded to authorize approval of a Façade Program grant to Owner, but authorized and directed the preparation of an economic development agreement to memorialize the terms of a Two Hundred Thousand Dollar ($200,000.00) construction loan from the Village to the Owner to enable the renovation of the Property consistent with the Façade Plans.

12. On October 14, 2013, the Corporate Authorities of the Village enacted Ordinance 13-34, authorizing entry into that certain *Economic Development Agreement by and between the Village of Coal City and Terrance Kunes dated October 21, 2013* (the "Original Development Agreement").

13. The Parties to the Original Development Agreement have mutually determined that it is in their respective best interests to simplify the administration of the loan, increase efficiency and minimize costs associated with administering the loan and the Parties have therefore agreed to certain amendments to the Original Development Agreement and accompanying promissory note as set forth in this Agreement and the Promissory Note attached hereto as Exhibit A.

14. Owner intends to cause the Property to be renovated in accordance with the Façade Plans and pursuant to the terms of this Agreement.

15. The Village desires to have the Property renovated in accordance with and pursuant to this Agreement to promote the health, safety, and welfare of the Village and its residents, to prevent the spread of blighting conditions, to encourage further private investment and development, to encourage the transition in the Village from industrial and manufacturing uses to commercial and retail uses, to enhance the Village's tax base, and to increase employment opportunities for Village residents.

16. Owner has represented to the Village that, without the transaction provided for herein, the Façade Plans are not economically feasible and the Owner would not undertake the Façade Plans as currently constituted.

17. The Corporate Authorities of the Village have found and determined that the renovation of the Property as shown in the Façade Plans and provided for herein is in the best

interest of the Village and the welfare of its residents, and is in accord with valid public purposes.

18. This Agreement has been submitted to the Corporate Authorities of the Village for review and consideration and the Corporate Authorities have undertaken all actions required by law prior to the execution of this Agreement in order to make the same binding upon the Village.

19. This Agreement has been submitted to Owner for review and consideration and the Owner has undertaken all actions required by law prior to the execution of this Agreement in order to make the same binding upon the Owner.

20. The Parties acknowledge that their respective obligations hereunder to perform pursuant to this Agreement and Promissory Note are absolute and unconditional, except where specifically provided to the contrary herein.

21. The Agreement and Promissory Note authorized and approved herein are intended to and shall amend and supersede in all respects the Original Development Agreement and original promissory note, which are deemed merged herein and of no force or effect.

NOW, THEREFORE, IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

SECTION 2. DEFINITIONS.

As used in this Agreement, the following terms shall have the meanings indicated unless a different meaning is specifically provided or unless the context otherwise requires:

"Applicable Law" means any law, statute, ordinance, rule, regulation, order or determination of any governmental authority, or any recorded restrictive covenant or deed restriction affecting the Property, all as in effect as of the Effective Date of this Agreement, including, without limitation, all applicable zoning ordinances and building codes, flood disaster laws, health laws and environmental laws and regulations.

"Business Day" means any day other than a Saturday, a Sunday, or a public or bank holiday. Use of the word "day," as opposed to Business Day, shall mean a calendar day.

"Corporate Authorities" means the President and Trustees of the Village of Coal City, Illinois.

"Current Interest" means interest first becoming due on unpaid Principal and Deferred Accrued Interest on any Installment Payment Deadline.

"Deferred Accrued Interest" means Current Interest deferred and unpaid on any Installment Payment Deadline.

"Effective Date" means the date on which the Village Clerk for the Village of Coal City attests the signature of the Village President of the Village of Coal City on this Agreement following passage and approval of an ordinance authorizing entry into the Agreement between the Parties by no less than a two-thirds supermajority of the Corporate Authorities.

"Eligible Expense" means an expense incurred by Owner (i) for labor, services or materials in direct furtherance of the permitting, design, construction and equipping of the Façade Improvements (ii) for a purpose, task or improvement expressly enumerated in *Owner's Application for Façade Improvement* as set forth in the Facade Plans attached hereto as ***Exhibit B***, and (iii) documented with invoices or bills and receipts or other proof of payment, and (iv) approved by the Village Administrator.

"Facade Improvements" means the permitting, design, construction and equipping of all improvements comprising the Façade Plans, as such improvements are depicted and described in the plans attached hereto as ***Exhibit B*** and approved via the Ordinance duly enacted by the Corporate Authorities on November 12, 2013 as Ordinance No. 2013-38, or as the Façade Plans may be amended or supplemented from time to time and approved by the Village.

"Interest" means Current Interest and Deferred Accrued Interest.

"Owner" means Terrence Kunes.

"Party" means the Village or Owner.

"Parties" means the Village and Owner.

"Permits" means, without limitation, all permits, consents, approvals, authorizations, zoning relief of whatever kind or nature, certificates and approvals required by Applicable Law from all governmental bodies with jurisdiction over the Property or Façade Improvements.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, trust or government or any agency or political subdivision thereof, or any agency or entity created or existing under the compact clause of the United States Constitution.

"Prime Rate" shall mean the rate of interest per annum shown in the Wall Street Journal from time to time as the prime rate, and if such rate or such publication ceases to be published, then the prime rate announced from time to time by JPMorgan Chase Bank, or its successor.

"Principal" means the amount of principal due and owing on the Promissory Note.

"Promissory Note" means that instrument, substantially in the form and content attached hereto as ***Exhibit A***, evidencing the obligation of Owner to repay the Village of Coal City the principal amount of $200,000.00 plus deferred accrued interest on such amount in the event of a late or missed payment in accordance with the terms, rights and obligations more particularly set forth in ***Exhibit A***.

"Uncontrollable Circumstances" or "Uncontrollable Events" shall be defined as set forth in Subsection (A) below, and shall expressly exclude the situations set forth in Subsection (B) below:

A. Means any event which:

i. Is beyond the reasonable control of and without the fault of the Party relying thereon; and

ii. Occurs after the Effective Date of this Agreement; and

iii. Is one or more of the following events;

i. Insurrection, riot, civil disturbance, sabotage, embargo, act of the public enemy, explosion, fire, nuclear incident, collapse, transportation accident, industrial accident, war or naval blockade;

ii. Epidemic, hurricane, tornado, landslide, subsidence, earthquake, lightning, windstorm, or other extraordinary weather conditions or other similar act of God, but shall not include adverse but non-severe weather conditions to the extent normally encountered in the area of the Property;

iii. Strikes, labor disputes, or work stoppages;

d. Unreasonable delay in the issuance of building or other permits or approvals by the Village or the Village's consultants or other governmental authority having jurisdiction, unrelated in all material respects to the merits, sufficiency, and completeness of the application therefor, and unrelated to payment of any applicable fee or expense by applicant. In no event shall the Village's diligent evaluation or processing of application materials or adherence to generally-applicable procedures and timelines as set forth by Applicable Law and this Agreement, administrative policy or usual and customary practice of the Village be construed as an "unreasonable delay" in the issuance of a permit or approval; or

e. Terrorist acts.

B. "Uncontrollable Circumstances" and "Uncontrollable Events" shall not include:

i. Economic hardship;

ii. Shortage or unavailability of materials unless there is no reasonable substitute;

iii. Geo-technical or environmental conditions existing on the Property as of the Closing Date of this Agreement;

iv. Acts, events or other matters arising out of violations by Owner of any Applicable Law;

v. Failure of performance by a contractor, except insofar as such contractor's failure is caused by events which are Uncontrollable Circumstances as to the contractor; or

vi. Any act or omission committed, omitted, or caused by Owner, or Owner's employees, officers or agents or a subsidiary, affiliate or parent of Owner, or by any corporation or other business entity that holds a controlling interest in Owner, whether held directly or indirectly.

C. For each day that the Village or Owner is delayed by an Uncontrollable Circumstance or Uncontrollable Event, the dates set forth in this Agreement shall be extended by one (1) day.

"Village" means the Village of Coal City.

"Village Expenses" means any and all costs, fees and expenses incurred by the Village as a result of staff time and professional and technical consultant services of whatever kind or nature related to the Property, the Façade Improvements, review of the Façade Plans, or the Agreement, including without limitation all legal, engineering, design/planning review, staff time, administration costs and expenses associated with the review, processing, negotiation, and development of documentation and data, plans, specifications, drawings and other information pertaining to the Property, Façade Improvements or the Agreement. In addition to the foregoing, "Village Expenses" shall also be deemed to include a loan processing fee of $1,870.00 in consideration of the Village's preparation of the development agreement and loan documents.

"Work" means all labor and services of whatever kind or nature in any manner related to or arising out of the physical construction of the Façade Improvements by the Owner or his contractor(s).

SECTION 3. FAÇADE IMPROVEMENT LOAN.

1. The Village agrees to provide to the Owner a loan in the principal sum of Two Hundred Thousand Dollars and No/100 Cents ($200,000.00) towards the costs of Owner's Façade Improvements (the "Façade Improvement Loan"). The Façade Improvement Loan is capital provided with Interest forgiveness if the repayment obligations of the Façade Improvement Loan are paid in full and on time in accordance with the terms of this Agreement and the Promissory Note.

2. Owner agrees to execute the Promissory Note, evidencing the terms and conditions of the Façade Improvement Loan.

3. The Principal of the Façade Improvement Loan shall bear Current Interest at a rate equal to a floating rate of interest of three and one-half percent (3.50% or 350 basis points) plus the Prime Rate, such floating rate to be recalculated upon each change in the Prime Rate as of the first weekday that is not a banking holiday following each such change. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. Except in the Event of a Default, the Current Interest shall not be payable as incurred, but shall instead constitute Deferred Accrued Interest. Current Interest shall be due and payable on the unpaid Principal and unpaid Deferred Accrued Interest.

4. Payment Schedule and Conditional Interest Forgiveness.

1. The Current Interest shall be deferred for the first twenty four (24) months following the Effective Date and shall not become due and owing or collected if (i) payments totaling $100,000.00 ("***First Installment Payment***") is/are tendered by Owner to the Village on or before the two-year anniversary of the Effective Date ("***First Installment Payment Deadline***") and (ii) Owner has committed no Event of Default. If the First Installment Payment is timely remitted by Owner, then any Deferred Accrued Interest having accrued prior to the First Installment Payment Deadline shall be forgiven in its entirety and the Village agrees to waive collection of such Deferred Accrued Interest.

2. Current Interest shall accrue on the remaining unpaid Principal and on the Deferred Accrued Interest, if the latter is not forgiven by the Village as a result of timely payment by the First Installment Payment Deadline. The Current Interest so accrued shall be deferred for an additional twelve (12) months following the Effective Date and shall be forgiven and not due and owing or collected if (i) all remaining unpaid Principal is tendered by Owner to the Village on or before the three-year anniversary of the Effective Date ("***Second Installment Payment Deadline***") and (ii) Owner has committed no Event of Default. If all remaining unpaid Principal and any unforgiven Interest is paid to the Village in full on or before the Second Installment Payment Deadline, then the Village shall record a Release and Satisfaction of this Agreement and, upon demand of Owner, mark the Promissory Note "Cancelled," acknowledge the release of any lien or security interest created thereby or any other documents associated or evidencing the Façade Improvement Loan.

5. Acceleration. If any amount is not paid in full when due hereunder, then all Current Interest and Deferred Accrued Interest shall be immediately due and owing together with all outstanding Principal, and all calculations of Interest accruing thereafter shall be calculated on the basis of the unpaid Principal and unpaid Deferred Accrued Interest.

6. Upon any sale of the Property to any third party prior to repayment in full of the Façade Improvement Loan, all outstanding Principal and any outstanding unforgiven Interest shall be immediately due and payable to the Village.

7. Notwithstanding any of the foregoing, the Façade Improvement Loan may be prepaid in whole or in part without penalty at any time, at the option of Owner.

8. Owner irrevocably authorizes any attorney of any court of competent jurisdiction to appear for Owner at any time after payment is due, whether by demand, acceleration or otherwise, and confess judgment, without process, in favor of the Village, against Owner for such amount as may be unpaid or otherwise due hereunder, together with costs of such proceedings and attorneys' fees. Owner hereby waives and releases any and all claims or causes of action which Owner might have against any attorney acting under the terms of the authority which Owner has granted herein arising out of or connected with the confession of any judgment hereunder. Owner acknowledges that the purpose of this loan is for a commercial use and not a consumer transaction as defined by 735 ILCS 5/2-1301(c).

9. To further secure repayment of the Façade Improvement Loan, Owner has agreed to deposit Ten Thousand Dollars and No/100 Cents ($10,000.00) with the Village prior to the disbursement by the Village of any funds pursuant to the Façade Improvement Loan. This deposit shall be known as the "Additional Security Funds." If at any time any amount is not paid in full when due hereunder, then the Parties hereby acknowledge and agree that the Village shall have the right, without demand or notice of any kind, to appropriate and apply the Additional Security Funds towards the debt then due and owing. In the event that the Additional Security Funds are drawn upon in whole or in part by the Village prior to Owner's full repayment to the Village of any remaining Principal or Interest, then Owner shall be obligated to replenish the Additional Security Funds to the original balance and maintain said balance at all times until the Façade Improvement Loan is repaid to the Village in full in accordance with the terms set forth herein.

10. Within one (1) year of the Effective Date of this Agreement, or promptly upon completion of the Work, whichever is earlier, Owner shall remit to the Village Administrator: (a) proof of paid receipts totaling not less than $100,000.00 in Eligible Expenses incurred by Owner not previously tendered to the Village, (b) contractor and subcontractor sworn statements providing evidence of Work being completed utilizing labor at prevailing wage rates for Coal City, and (c) lien waivers for all Work performed.

11. The Parties hereto agree that the Village shall not issue a final certificate of occupancy for the Property if Owner has done or failed to do any action constituting an Event of Default under this Agreement. Thereafter, the Village shall not issue a final certificate of occupancy for the Property until (i) any such Event of Default is cured and (ii) all outstanding Principal and Interest having accrued thereon are paid in full.

SECTION 4. EVENTS OF DEFAULT & REMEDIES.

Upon the occurrence of any of the following (each constitutes an "Event of Default"):

1. Owner shall fail to pay any portion of Principal and/or Interest on the date when due; or

2. Any representation or warranty made by Owner in this Agreement or in the Promissory Note shall be inaccurate or incomplete in any material and adverse respect on or as of the date made; or

3. Owner commences any case, proceeding or other action (i) under any existing or future law of any jurisdiction relating to bankruptcy or insolvency, or (ii) any creditor or governmental agency commences foreclosure or forfeiture proceedings concerning the Property, or (iii) Owner fails to pay any property taxes in full when due; or

4. Owner fails to commence work on the Façade Improvements within ninety (90) days of the Effective Date and diligently pursue completion of the Façade Improvements, except when such delay(s) are caused by Uncontrollable Circumstances; or

5. Owner deviates from the approved and permitted Façade Plans or any Village-approved changes thereto or otherwise fails to complete the Façade Improvements;

6. Owner uses any portion of the Façade Improvement Loan for unapproved expenditures, or to satisfy any other debt or obligation of Owner; or

7. Owner abandons the Property prior to completion of the Façade Improvements; or

8. Owner fails to restore the original balance of the Additional Security Funds following any Village draw upon the Additional Security Funds; or

9. Owner fails to remit to the Village Administrator each of the following within one (1) year of the Effective Date of this Agreement: (a) proof of paid receipts totaling not less than $100,000.00 in additional Eligible Expenses incurred by Owner not previously tendered to the Village, (b) contractor and subcontractor sworn statements providing evidence of Work being completed utilizing labor at prevailing wage rates for Coal City, and (c) lien waivers for all Work performed;

The Village may, at its sole option, declare the Façade Improvement Loan, inclusive of all outstanding Principal and any outstanding Interest accrued thereon, to be immediately due and payable without demand upon or presentment to Owner, which is expressly waived hereby. The Village may exercise any other rights and remedies available to it under Applicable Law, including, but not limited to drawing upon the "Additional Security Funds" as provided herein. No delay or omission on the part of the Village in exercising any right hereunder shall operate as a waiver of such right. Owner shall pay on demand all costs of collection and attorney's fees incurred or paid by the Village in enforcing the terms of this Agreement.

SECTION 5. DISBURSEMENT OF FAÇADE IMPROVEMENT LOAN FUNDS.

The Façade Improvement Loan shall be disbursed to Owner within five (5) business days of (a) the Owner's deposit of the Additional Security Funds with the Village and (b) the completion of the Village Administrator's examination and approval of Owner's submission to

the Village Administrator of each of the following: (i) proof of paid receipts totaling not less than $100,000.00 for all Eligible Expenses incurred by Owner prior to the date of such submission, (ii) contractor and subcontractor sworn statements providing evidence of Work being completed utilizing labor at prevailing wage rates for Coal City, and (iii) all applicable lien waivers (collectively, the "Submittals"). Owner's deposit of Additional Security Funds with the Village, tendering of the Submittals to the Village Administrator, and acceptance of the Façade Improvement Loan disbursement from the Village shall constitute a warranty by Owner that Owner is in full compliance with all terms of the Agreement and Promissory Note. In no event shall the Façade Improvement Loan be disbursed by the Village if Owner's submittals are deemed incomplete or if Owner has done or failed to do any action constituting an Event of Default under this Agreement.

SECTION 6. PERFORMANCE OF FAÇADE IMPROVEMENTS.

1. **Compliance with Approved Plans.** The Owner agrees that any items approved by the Village within this Agreement shall be performed in a good and workmanlike manner in strict accordance with this Agreement, the Façade Plans, and all applicable Village codes, ordinances, rules, and regulations.

2. **Diligent Construction.** Following commencement of the Façade Improvements, Owner shall cause contractors to begin construction immediately and continue without interruption or delay, and otherwise diligently pursue and prosecute the construction of the Facade Improvements to completion. Owner shall ensure that contractors keep an adequate number of workers employed on the Facade Improvements during normal working hours to ensure timely completion as provided herein.

3. **Applicable Standards.** The Owner will perform the following obligations in connection with the Façade Improvements:

   i. Comply with all codes, ordinances, rules, and regulations applicable to the Property, including all applicable building and zoning codes;

   ii. Take all reasonable action to assure completion of the approved Façade Improvements within a reasonable time period and within the term of this Agreement;

   iii. Allow inspection of the work constituting the approved Façade Improvements by authorized employees and agents of the Village to assure compliance with this Agreement, the Façade Plans, and all applicable Village codes, ordinances, rules, and regulations;

   iv. Maintain and allow access to the financial records that pertain to the approved Façade Improvements by authorized employees and agents of the Village and any other agency involved with administration of the Façade Improvement Loan; and

v. Maintain, at a minimum, all contracts, change orders, bills, invoices, receipts, canceled checks, and partial and final waivers of liens for at least three (3) years following completion of the Façade Improvements or such longer time as applicable regulations of the Façade Improvement Grant may require.

vi. Pay all Village Expenses promptly on demand by the Village.

SECTION 7. TERM.

This Agreement shall terminate upon Owner's repayment in full of the Façade Improvement Loan and any applicable interest.

SECTION 8. GENERAL PROVISIONS.

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

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

C. Recordation. This Agreement shall be recorded with the Office of the Grundy County Recorder, and all contracts and deeds of conveyance relating to the Property, or any part thereof, shall be subject to the provisions of this Agreement. Owner shall be responsible for the recordation costs.

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

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

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

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

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

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

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

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

Terrence Kunes
15824 West 143rd Street
Homer Glen, IL 60491

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

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

With a copy to:

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

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

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

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

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

O. **Authority to Execute.**

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

2. **Owner.** Owner hereby represents to the Village that he is the legal title owner of the Property and is therefore the only entity that may encumber the Property with this Agreement and that the persons executing this Agreement on his behalf have been properly authorized to do so.

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

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

ATTEST:

By: Pamela M. Offenberger

VILLAGE OF COAL CITY:

By: _____
President Neal E. Nelson

ATTEST:

By: _____

TERRENCE KUNES

_____

DATED: 11-13-13

STATE OF ILLINOIS)
) SS
COUNTY OF GRUNDY)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY THAT** Terrence Kunes **[OWNER],** is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act on behalf of said Terrence Kunes, for the uses and purposes therein set forth.

Given under my hand and official seal, this 13 day of November, 2013.

Pamela M. Noffsinger
Signature of Notary

Seal
My Commission expires: April 2, 2015

OFFICIAL SEAL
PAMELA M NOFFSINGER
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires April 2, 2015

EXHIBIT B

AMENDED PROMISSORY NOTE

EXHIBIT A

PROMISSORY NOTE

$200,000.00 Coal City, Illinois, November 13, 2013

PROMISE TO PAY.

FOR VALUE RECEIVED, the undersigned obligor, Terrence Kunes (hereinafter "Borrower"), promises to pay the Village of Coal City ("Lender"), the principal sum of Two Hundred Thousand Dollars ($200,000.00) (the "Loan Limit") together with interest on the unpaid principal balance in two (2) annual installments of principal and interest at the rates set forth herein commencing on November 13, 2015 ("First Payment Date"), until paid in full on November 13, 2016 ("Second Payment Date"), on which date all outstanding principal and interest shall be due and payable.

Borrower shall make all payments in lawful money of the United States of America and in immediately available funds.

INTEREST RATE.

The unpaid principal balance shall accrue at a rate equal to three and one-half percent (3.50% or 350 basis points) plus the Prime Rate per annum, such floating rate to be recalculated upon each change in the Prime Rate as of the first weekday that is not a banking holiday following each such change. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. "Prime Rate" shall mean the rate of interest per annum shown in the Wall Street Journal from time to time as the prime rate, and if such rate or such publication ceases to be published, then the prime rate announced from time to time by JPMorgan Chase Bank, or its successor.

Except in the Event of a Default, the Current Interest shall not be payable as incurred, but shall instead constitute deferred accrued interest ("Deferred Accrued Interest"). Interest shall be computed on the unpaid principal and unpaid Deferred Accrued Interest.

CONDITIONAL INTEREST FORGIVENESS

Borrower shall be eligible for forgiveness of all Interest (current interest plus Deferred Accrued Interest) accrued by the First Payment Date if (i) payments totaling $100,000.00 are tendered by Borrower to Lender on or before the First Payment Date and (ii) Borrower has committed no Event of Default, as defined herein.

Borrower shall be eligible for forgiveness of all Interest (current interest plus Deferred Accrued Interest) accrued by the Second Payment Date if (i) all remaining unpaid principal and any unforgiven Interest is tendered by Borrower to Lender on or before the Second Payment Date and (ii) Borrower has committed no Event of Default, as defined herein.

PAYMENTS

1. The Current Interest shall be deferred for the first twenty four (24) months following the Effective Date and shall not become due and owing or collected if (i) payments totaling $100,000.00 ("First Installment Payment") are tendered by Borrower to the Lender on or before the First Payment Date and (ii) Borrower has committed no Event of Default. If the First Installment Payment is timely remitted by Borrower, then any Deferred Accrued Interest having accrued prior to the First Installment Payment Deadline shall be forgiven in its entirety and the Village agrees to waive collection of such interest.

2. Current Interest shall accrue on the remaining unpaid principal and on the Deferred Accrued Interest, if not forgiven by the Village as a result of timely payment by the First Installment Payment Deadline. The Current Interest so accrued shall be deferred for an additional twelve (12) months following the Effective Date and shall be forgiven and not due and owing or collected if (i) all remaining unpaid Principal is tendered by Borrower to the Village on or before the Second Payment Date and (ii) Borrower has committed no Event of Default.

3. If any payment required to be made by Borrower hereunder becomes due and payable on a day other than a Business Day, the due date thereof shall be extended to the next succeeding Business Day and interest thereon shall be calculated at the then-applicable rate during such extension.

DISBURSEMENT OF LOAN FUNDS.

The Façade Improvement Loan shall be disbursed to Owner within five (5) business days of (a) the Owner's deposit of the Additional Security Funds with the Village and (b) the completion of the Village Administrator's examination and approval of Owner's submission to the Village Administrator of each of the following: (i) proof of paid receipts totaling not less than $100,000.00 for all Eligible Expenses incurred by Owner prior to the date of such submission, (ii) contractor and subcontractor sworn statements providing evidence of Work being completed utilizing labor at prevailing wage rates for Coal City, and (iii) all applicable lien waivers (collectively, the "Submittals"). Owner's deposit of Additional Security Funds with the Village, tendering of the Submittals to the Village Administrator, and acceptance of the Façade Improvement Loan disbursement from the Village shall constitute a warranty by Owner that Owner is in full compliance with all terms of the Agreement and Promissory Note. In no event shall the Façade Improvement Loan be disbursed by the Village if Owner's submittals are deemed incomplete or if Owner has done or failed to do any action constituting an Event of Default under this Agreement.

ACCELERATION.

1. If any amount is not paid in full when due hereunder, then all Interest shall be immediately due and owing together with all outstanding principal, and all calculations of Interest

accruing thereafter shall be calculated on the basis of the unpaid Principal and unpaid Deferred Accrued Interest.

2. Upon any sale of the Property to any third party prior to repayment in full of the principal and unforgiven interest, all outstanding principal and any outstanding unforgiven interest shall be immediately due and payable to Lender.

PREPAYMENT.

This Note may be prepaid in whole or in part without penalty at any time, at the option of Borrower.

CONFESSION OF JUDGMENT.

To further secure repayment of the Note, Borrower irrevocably authorizes any attorney of any court of competent jurisdiction to appear for Borrower at any time after payment is due, whether by demand, acceleration or otherwise, and confess judgment, without process, in favor of the Lender, against Borrower for such amount as may be unpaid or otherwise due hereunder, together with costs of such proceedings and attorneys' fees. Borrower hereby waives and releases any and all claims or causes of action which Borrower might have against any attorney acting under the terms of the authority which Borrower has granted herein arising out of or connected with the confession of any judgment hereunder. Borrower acknowledges that the purpose of the funds loaned pursuant to this Note are for a commercial use and not a consumer transaction as defined by 735 ILCS 5/2-1301(c).

EVENTS OF DEFAULT & REMEDIES.

Upon the occurrence of any of the following (each constitutes an "Event of Default"):

1. Borrower shall fail to pay any portion of Principal and/or Interest on the date when due; or

2. Any representation or warranty made by Borrower in this Note or the Agreement shall be inaccurate or incomplete in any material and adverse respect on or as of the date made; or

3. Borrower commences any case, proceeding or other action (i) under any existing or future law of any jurisdiction relating to bankruptcy or insolvency, or (ii) any creditor or governmental agency commences foreclosure or forfeiture proceedings concerning the Property, or (iii) Borrower fails to pay any property taxes on the real property for which the funds are disbursed in full when due; or

4. Borrower fails to commence work on the Façade Improvements within ninety (90) days of the Effective Date and diligently pursue completion of the Façade Improvements, except when such delay(s) are caused by Uncontrollable Circumstances; or

5. Borrower deviates from the approved and permitted Façade Plans or any Village-approved changes thereto or otherwise fails to complete the Façade Improvements;

6. Borrower uses any portion of the Façade Improvement Loan for unapproved expenditures, or to satisfy any other debt or obligation of Borrower; or

7. Borrower abandons the Property prior to completion of the Façade Improvements;

8. Borrower shall fail to perform any obligation under this Note or Agreement; or

9. Owner fails to restore the original balance of the Additional Security Funds following any Village draw upon the Additional Security Funds; or

10. Owner fails to remit to the Village Administrator each of the following within one (1) year of the Effective Date of this Agreement: (a) proof of paid receipts totaling not less than $100,000.00 in Eligible Expenses incurred by Owner, (b) contractor and subcontractor sworn statements providing evidence of Work being completed utilizing labor at prevailing wage rates for Coal City, and (c) lien waivers for all Work performed;

The Village may, at its sole option, declare the Note, inclusive of all outstanding Principal and any outstanding Interest accrued thereon, to be immediately due and payable without demand upon or presentment to Borrower, which is expressly waived hereby. Lender may exercise any other rights and remedies available to it under Applicable Law. No delay or omission on the part of the Lender in exercising any right hereunder shall operate as a waiver of such right. Borrower shall pay on demand all costs of collection and attorney's fees incurred or paid by the Village in enforcing the terms of this Note.

COLLATERAL.

1. To secure repayment of the Façade Improvement Loan, Owner has agreed to deposit Ten Thousand Dollars and No/100 Cents ($10,000.00) with the Village prior to the disbursement by the Village of any funds pursuant to the Façade Improvement Loan. This deposit shall be known as the "Additional Security Funds." If at any time any amount is not paid in full when due hereunder, then the Parties hereby acknowledge and agree that the Village shall have the right, without demand or notice of any kind, to appropriate and apply the Additional Security Funds, or as much thereof as may be necessary, towards the debt then due and owing. In the event that the Additional Security Funds are drawn upon in whole or in part by the Village prior to Owner's full repayment to the Village of any remaining Principal or Interest, then Owner shall be obligated to replenish the Additional Security Funds to the original balance and maintain said balance at all times until the Façade Improvement Loan is repaid to the Village in full in accordance with the terms set forth herein.

2. This Note evidences a loan by Lender to Borrower. Payment of this Note is secured by a lien against the Property in favor of Lender. Borrower acknowledges, covenants and agrees that the Agreement shall be recorded against the Property at the Grundy County Recorder of Deeds and shall constitute a lawful and valid lien thereon, secured upon all of Borrower's right, title and interest in and to that certain parcel of land together with the buildings and other improvements constructed and to be constructed on the real property described on

Exhibit 1 attached hereto. Borrower hereby waives and releases all benefit that might accrue to Borrower by virtue of any present or future laws exempting the Property, or any other property, real or personal, or any part of the proceeds arising from any sale of such property, from attachment, levy, or sale under execution, or providing for exemption from civil process, or extension of time for payment, and Borrower agrees that any real estate that may be levied upon pursuant to a judgment obtained by virtue hereof, may be sold in whole or in part in any order desired by Lender. Borrower hereby waives presentment for payment, demand, notice of demand, notice of nonpayment, and all other notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this Note. Borrower further agrees to execute and deliver to Lender any instrument in addition or supplemental hereto as may be necessary to create, preserve, protect or renew the lien hereof as a perfected lien on the Property.

DEFINITIONS.

Except where the context clearly requires otherwise, the terms in this Note are the same as those defined in the Agreement.

JURY WAIVER.

BORROWER HEREBY IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS PROMISSORY NOTE, THE AGREEMENT, OR ANY OTHER LOAN DOCUMENT TO WHICH BORROWER IS A PARTY. EACH PARTY IS AWARE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT SUCH PARTY MAY WAIVE IT. BORROWER HAS CONSULTED WITH COUNSEL OF HIS CHOICE IN DECIDING TO MAKE THIS KNOWING WAIVER.

CHOICE OF VENUE

If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts located in Kendall County, State of Illinois.

SUCCESSOR INTERESTS

The terms of this Note shall be a covenant running with the land and be binding upon the Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of the Lender and its successors and assigns.

MISCELLANEOUS.

A. Time of the Essence. Time is of the essence in the performance of the obligations under this Note.

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

C. Assignment. No part of this Agreement may be assigned by either of the parties hereto without prior written consent of the other party.

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

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

F. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Note. Moreover, each and every provision of this Note shall be construed as though all parties to this Note participated equally in the drafting of this Note. 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 Note.

G. Authority to Execute. Borrower hereby represents to Lender that he is the legal title owner of the Property and is therefore the only entity that may encumber the Property with this Note and that he is of sound mind and legally authorized to execute this Note.

TERRENCE KUNES

BY: Terrence Kunes

DATED: 11-13-13

STATE OF ILLINOIS)
) SS
COUNTY OF GRUNDY)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY THAT** Terrence Kunes **[BORROWER],** is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act on behalf of said Terrence Kunes, for the uses and purposes therein set forth.

Given under my hand and official seal, this 13 day of November, 2013.

OFFICIAL SEAL
PAMELA M NOFFSINGER
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires April 2, 2015

Pamela M Noffsinger
Signature of Notary

Seal

My Commission expires: April 2, 2015

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

LOTS 9, 10 AND 11 OF BLOCK 1 IN THE ORIGINAL TOWN OF COAL CITY, IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 32 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

P.I.N. 09-02-303-014

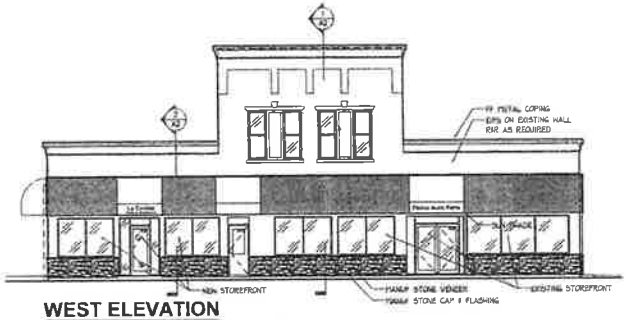
EXHIBIT B

FAÇADE PLANS

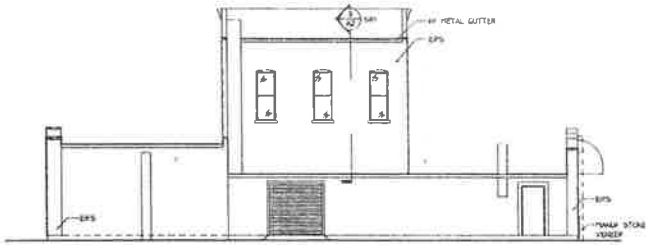
FEDERATED
AUTO PARTS

AMERICAN FAMILY
INSURANCE
FEDERATED
AUTO PARTS

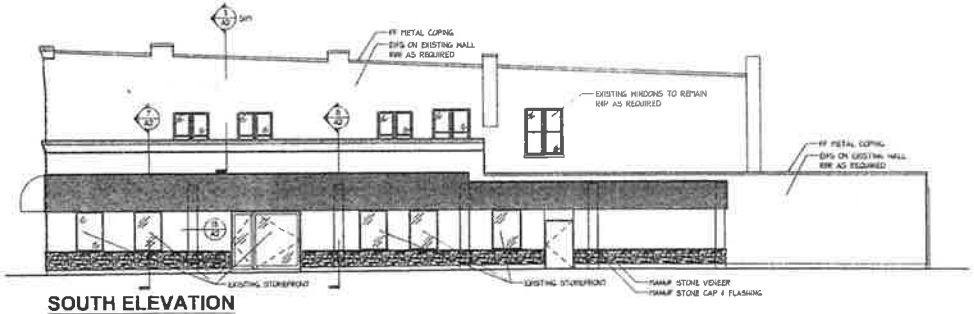
NORTH ELEVATION
1/8"=1'-0"



WEST ELEVATION
1/8"=1'-0"



EAST ELEVATION
1/8"=1'-0"



SOUTH ELEVATION
1/8"=1'-0"

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NO.	DATE	REVISION

architectural resource corporation
ARCHITECTS • INTERIOR DESIGNERS • PLANNERS • CONSTRUCTION MANAGERS
10075 W LINCOLN HIGHWAY • FRANKFORT, ILLINOIS 60423 • (708) 349-1225
DESIGN FIRM # 184-000515

arc

ELEVATIONS

EXTERIOR REMODELING
TERRY KUNES
605, 615 & 625 S. BROADWAY STREET
COAL CITY, ILLINOIS

PROJECT NO. 1219A
DATE 08/30/2013
© ARC 2012

A1

ARC ARCHITECTS Architectural Resource Corporation. 10077 Lincoln Highway. Frankfort, IL 60423 708.349.1225

605-625 S. BROADWAY ST., COAL CITY, IL - For Terry Kunes

Prepared September 26, 2013

Estimated Final Construction Cost

Item	Description	Area / Units	Cost/sf or unit	Budget
1.	Demo North Wall from west corner	1,300 sq. ft.	$5.00	$6,500
2.	Demo existing coping, metal skin, roof	*allowance*		$4,000
3.	Demo existing front roof canopy			$5,000
4.	Tuckpoint masonry walls, struc. Repairs	*allowance*		$3,000
5.	Misc. additional demolition costs	*allowance*		$4,000
6.	New Thermopane alum. Windows	120 sq. ft.	$60.00	$7,200
7.	New Full Lite Entry Door	*allowance*		$1,500
8.	Exterior Insulated Finish System	7,725 sq. ft.	$12.50	$96,563
9.	Carpenter Built Parapet with Cornice	199 lin. ft.	$100.00	$19,900
10.	Stone Wainscot around building	900 sq. ft.	$35.00	$31,500
11.	New Metal Stud Bearing Wall at North	1,300 sq. ft.	$20.00	$26,000
12.	New Sheet Metal Coping entire building	650 lin. ft.	$15.00	$9,750
13.	New Infill Wall at former front canopy	375 sq. ft.	$20.00	$7,500
14.	Misc. door and trim painting	*allowance*		$1,000
15.	Exterior painting at rear wall (thick epoxy)	750 sq. ft.	$2.00	$1,500
16.	New roof at parpets and roof patching	3,500 sq. ft.	$10.00	$35,000
17.	Misc. insulation, blocking & crack fill	*allowance*		$1,000
18.	New Awnings at Tenant Entries	*4 each.*	$1,150.00	$4,600
19.	New foundation patching at bearing	*allowance*		$8,500
20.	New tenant signage	*4 each.*	$1,500.00	$6,000
21.	Exterior Building Lighting at Tenants	*4 each.*	$2,000.00	$8,000
22.	New gutters and downspouts at rear	100 lin. ft.	$15.00	$1,500
23.	New window sills @ 2nd floor windows	*29 each.*	$60.00	$1,740
24.	**TOTAL GENERAL COSTS**			**$291,253**
25.	General Contractor Fee		8.00%	$23,300
26.	General Conditions		12.00%	$34,950
27.	**TOTAL Estimated Construction Cost:**			**$349,503**
28.	GENERAL CONTINGENCY: (for unforseens during construction)		5.00%	$17,475
29.	**TOTAL WITH CONTINGENCY**			**$366,978**
30.	Architectural Fee, incl. MEP&Structural		7.00%	$25,688
31.	**GRAND TOTAL INCLUDING AE FEE**			**$392,667**

Matt Fritz

From: Georgette Vota <jeorjettev@me.com>
Sent: Monday, October 03, 2016 10:56 AM
To: Matt Fritz
Cc: Maria & Tom Lewis
Subject: P&Z Info - minimum house size

Matt,

Maria and I met last week and came up with a proposal for out next meeting for minimum house size.

Since we have many smaller lots, we came up with a percentage of coverage for the building. So if you have a 6250 sq ft lot, you would have to cover 12.5% of the lot with the building. So a minimum house of 781 sq ft. This is the opposite of the 65% uncovered space. We wanted to bring this up at the next p&Z meeting and get some feedback. We didn't determine if we would round it up or down or if it included the garage....but we wanted to get a feel on what they thought.
This would then vary from lot size to lot size.

G

Lot Size	Ft	Sq	% covered by building	Ft	Sq	% covered by building	Ft	Sq
50x	125	6250	12.5%		781.25	0.15		937.5
80x	120	9600	12.5%		1200	0.15		1440
75x	130	9750	12.5%		1218.75	0.15		1462.5
50x	100	5000	12.5%		625	0.15		750

ANNEXATION AGREEMENT
TO THE VILLAGE OF COAL CITY

THIS AGREEMENT ("Agreement") is made and entered into as of this 16th day of January, 2003, by and between the VILLAGE OF COAL CITY, an Illinois municipal corporation, located in Grundy County and Will County, Illinois (the "Village") and JAMES E. WILSON, the legal owner of the real estate described herein (collectively "Owner").

WHEREAS, Owner holds legal title to real property which lies west of and contiguous to the existing corporate limits of the Village and which is legally described as set forth on Exhibit 1, attached hereto (the "Subject Property"); and

WHEREAS, the Subject Property consists of approximately 106 acres, is presently situated in an unincorporated area of Grundy County, Illinois and is not now within the corporate boundaries of any incorporated municipality; and

WHEREAS, the Subject Property is improved with a single family residence, and certain agricultural and commercial outbuildings; and

WHEREAS, there are is one (1) elector residing within the Subject Property; and

WHEREAS, Owner desires to annex the Subject Property into the Village, and the Village has considered the Subject Property and believes it would make a valuable addition to the Village; and

WHEREAS, in accordance with the powers granted to the Village by the provisions of Chapter 65, Section 5/7-1-8 of the Illinois Compiled Statutes, as amended, the parties hereto desire to enter into a binding annexation agreement with respect to the future annexation and zoning 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, as authorized by said statutes; and

WHEREAS, pursuant to due notice and publication in the manner provided by law, the appropriate corporate authorities of the Village have held such public hearing and have taken such further action required by the provisions of 65 ILCS 5/11-15.1.3 and the ordinances of the Village relating to the procedure for the authorization, approval and execution of this Annexation Agreement by the Village.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereby agree as follows:

1. ANNEXATION AND ZONING.

A. The Village shall adopt an Ordinance annexing into the Village, all of the real property described herein in the attached Exhibit 1 and depicted on the Annexation Plat attached hereto as Exhibit 2.

B. The real property described on Exhibits 1 and 2 shall be zoned as RS-2 Residential. Said zoning shall allow the uses, size, density, area, coverage and maximum building height for RS-2 Residential zoning districts and in accordance with the Village Subdivision, Zoning and other ordinances from time to time in effect.

C. The parties acknowledge that Owner may, in the future, seek a rezoning of the Subject Property to commercial, industrial, residential, or some other zoning category or categories. To the extent possible, the Village will co-operate with Owner in connection with such rezoning.

D. A portion of the Subject Property is currently being used for farming. Notwithstanding any provision of the Coal City Code of Ordinances to the contrary, Owner shall be permitted to continue the current use of the Subject Property.

E. Owner acknowledges that prior to issuance of a building permit on the Subject Property, a site development plan shall be submitted to the Village and approved by the appropriate authority.

2. ABATEMENT OF TAXES.

For a period of twenty (20) years from and after the effective date of the Ordinance annexing the Subject Property into the Village, the Village shall, pursuant to 35 ILCS 200/18-165, or such similar statute as may be enacted subsequent to the effective date of the annexation contemplated hereby, take such actions as may be necessary to rebate to Owner a portion of the general real estate taxes collected by the Village for the undeveloped parcels of the Subject Property. The amount of said rebate shall be equal to the amount by which said taxes exceed the amount of taxes which would have been collected by the County of Grundy, had the Subject Property not been annexed into the Village. The parties acknowledge that once the Subject Property is developed (by the issuance of a building permit or the recording of a final plat of subdivision) or sold, the Village will no longer be obligated to rebate such taxes; provided, however, that if only a portion of the Subject Property is sold or developed, the Village shall continue to rebate taxes in accordance with this Agreement as to the undeveloped potion of the Subject Property.

3. WATER AND SEWER.

The parties acknowledge that the Subject Property is not now serviced by Village water or sanitary sewer system. There is a water main running along the east side of Carbon Hill Road south of the Subject Property, with a line running to the west side of the road. Owner may connect to said water line, at Owner's expense, any time during the term of this Agreement; provided, however, that if the Subject Property is developed, Owner must connect to the water line within the time frames provided by Village ordinance. The Village waives its right to collect tap on fees from Owner, in the event Owner connects to the Village's water system for purposes of Owner's own residence.

The Village expects that sewer lines will be constructed on the west side of Carbon Hill Road at some point in the future. The Village waives its right to collect tap on fees from Owner, in the

event Owner connects to the Village's sanitary sewer system for purposes of Owner's residence. If sanitary sewer is unavailable at such time as Owner desires to develop the undeveloped portions of the Subject Property, the Village will give consideration to a request for a variance from its subdivision ordinance for use of a septic system. If the Village does grant such a request, Owner agrees to hook up to such system at such time as it becomes available to the Subject Property.

4. GRANT OF SANITARY SEWER EASEMENT.

Owner has previously dedicated a 33 foot Right-of-Way to the Village for use as a public highway and/or drainage and utilities easement, along the west side of Carbon Hill Road, adjacent to the Subject Property. If a sanitary sewer line is constructed along the west side of Carbon Hill Road by the Village, Owner will grant a permanent and temporary easement of up to fifteen feet, immediately west of the right of way in order to construct, repair, replace and maintain said sewer line, without cost to the Village.

5. VILLAGE SERVICES.

Upon the effective date of annexation, Owner will receive police protection and other municipal services provided by the Village.

6. DRAINAGE TILE.

Within a reasonable time after the Subject Property is annexed into the Village, the Village shall, at its expense, improve the ditch running parallel to Carbon Hill Road (on the Subject Property) with drainage tile or storm sewer and a catch basin, and shall fill in the ditch and slope the drainage so that it drains into the catch basin.

7. RECAPTURE OF CARBON HILL ROAD EXPENSES.

The parties acknowledge that the Village, at its own cost and expense, improved Carbon Hill Road during the summer of 2001. Said improvements included that portion of the roadway located directly east of the Subject Property, which would have been the responsibility of the party

developing the Subject Property, had it been part of the Village at the time of development. Accordingly, at such time as the Subject Property is developed, the party developing the Subject Property shall reimburse the Village for its proportionate share of the costs of said roadway improvements. The Village Engineer has determined said proportionate share to be $49,753.

8. COVENANTS AND AGREEMENTS.

The covenants and agreements contained in this Agreement shall be deemed to be covenants running with the land during the term of this Agreement, shall inure to the benefit and be binding upon the respective successors and assigns of the parties hereto.

9. TERM.

The term of this Agreement shall be for twenty (20) years from and after the effective date of the annexation of the Subject Property.

10. NOTICES.

Any and all notices required or desired to be given hereunder shall be in writing and shall be delivered personally or sent via certified or registered mail, postage pre-paid, and addressed as follows:

If to the Village:	Village of Coal City 515 S. Broadway Coal City, Illinois 60416
With a copy to:	Attorney Robert J. Russo 211 E. Jefferson St. P.O. Box 767 Morris, Illinois 60450
If to Owner:	James E. Wilson 55 South Carbon Hill Road Coal City, Illinois 60416

or to such other person or address as a party may designate in a like manner.

11. ADOPTION OF ORDINANCES.

The Village agrees to adopt such ordinances as may be required to give legal effect to the matters contained in this Agreement.

12. MISCELLANEOUS.

The terms and provisions of this Annexation Agreement shall be interpreted and construed under and in accordance with Illinois law. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. This Agreement may be executed in multiple counterparts, each of which shall be considered one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the date first set forth above.

VILLAGE OF COAL CITY

By: _____
Mayor

ATTEST

By: _____
Village Clerk

OWNER:

_____
James E. Wilson

coalcity
wilsnanx.agr

EXHIBIT 1

LEGAL DESCRIPTION WILSON PROPERTY

PARCEL 1:
The Northwest Quarter of the Northeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 4, Township 32 North, Range 8 East of the Third Principal Meridian;

PARCEL 2:
The Northeast Quarter of the Northeast Quarter, except the east 1000 feet of the north 387 feet 5 inches thereof, in Section 4, Township 32 North, Range 8 East of the Third Principal Meridian;

PARCEL 3:
A piece of land in the Northeast Quarter of Section 4, Township 32 North, Range 8 East of the Third Principal Meridian further described as follows:

Commencing at a point 387 feet 5 inches south of the northeast corner of said Northeast Quarter; thence west 216 feet to the POINT OF BEGINNING; thence continuing west 159 feet to a point, thence north 112.34 feet to a point which is 275.16 feet south of the north line of said Northeast Quarter; thence east 42.67 feet to a point; thence north 10.16 feet to a point; thence east 116.33 feet to a point; thence south 122.5 feet to the POINT OF BEGINNING, in Grundy County, Illinois.

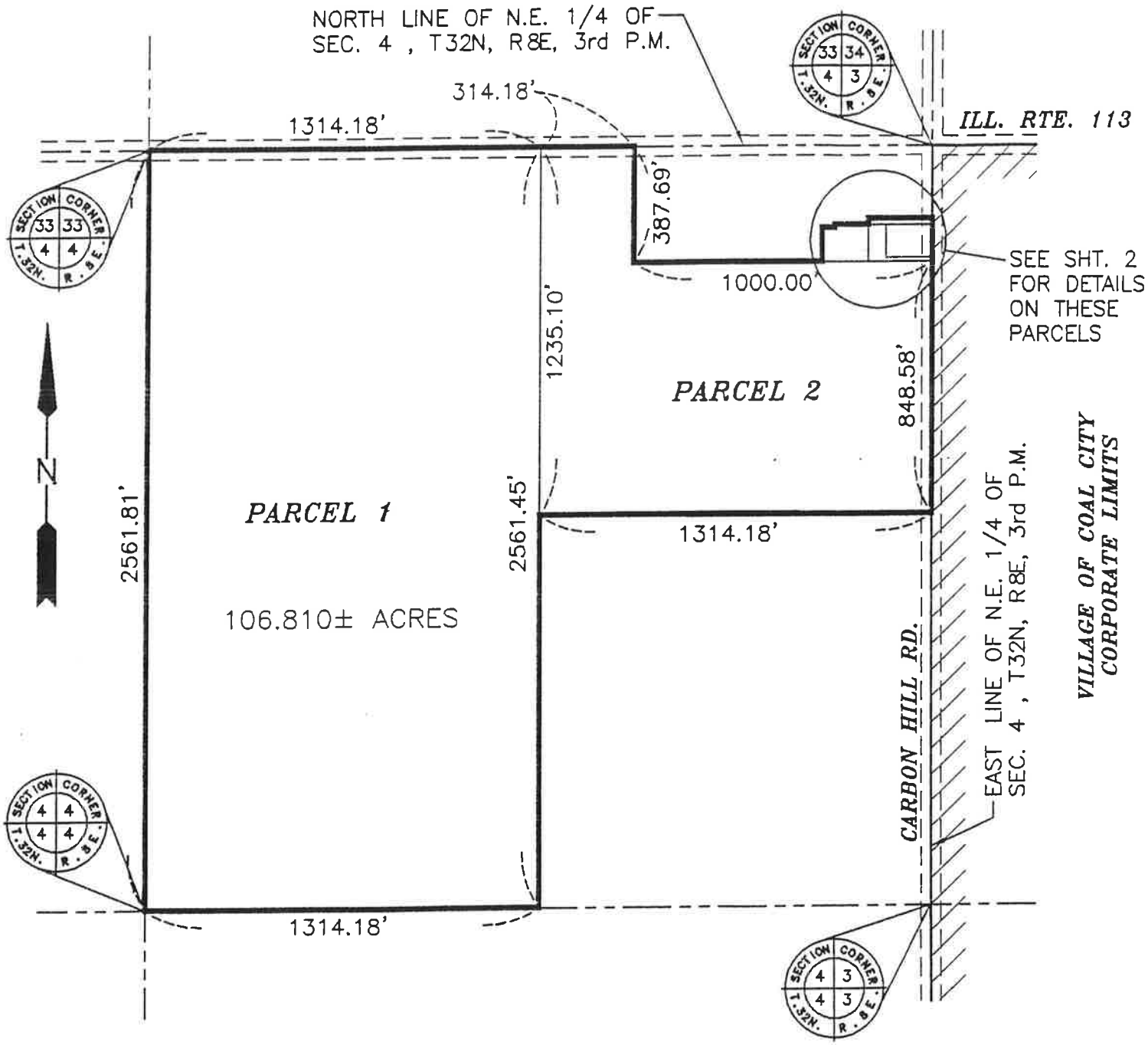
PARCEL 4:
A piece of land in the Northeast Quarter of Section 4, Township 32 North, Range 8 East of the Third Principal Meridian further described as follows:
Starting at a point 387 feet 5 inches south of the northeast corner of Section 4, Township 32, Range 8 East of Third Principal Meridian; thence west 216 feet; thence north 122 feet 5 inches; thence east 60 feet; thence south 110 feet; thence east 156 feet; thence south 12 feet 5 inches to point of beginning.

PARCEL 5:
A piece of land in the Northeast Quarter of Section 4, Township 32 North, Range 8 East of the Third Principal Meridian in Grundy County, Illinois, further described as follows:
Commencing at a point 265 feet south of the northeast corner of the said Section 4; thence running west 156 feet; thence south 110 feet; thence east 156 feet; thence north 110 feet to the point of beginning.

PARCEL 6:
A piece of land 21 feet north and south by 216 feet east and west described as follows:
Commencing at a point on the east line of Section 4, Township 32 North, Range 8 East of the Third Principal Meridian, which is 244 feet south of the northeast corner of the said Section 4 in the County of Grundy, State of Illinois; thence west, parallel with the north line of the said Section, 216 feet; thence south parallel with the east line of said Section 21 feet, thence east 216 feet to the east line of said Section; thence north along the said east line 21 feet to the point of beginning.

EXHIBIT 2

ANNEXATION PLAT
VILLAGE OF COAL CITY



GRAPHIC SCALE

0 250 500 1000

1" = 500'

LEGEND

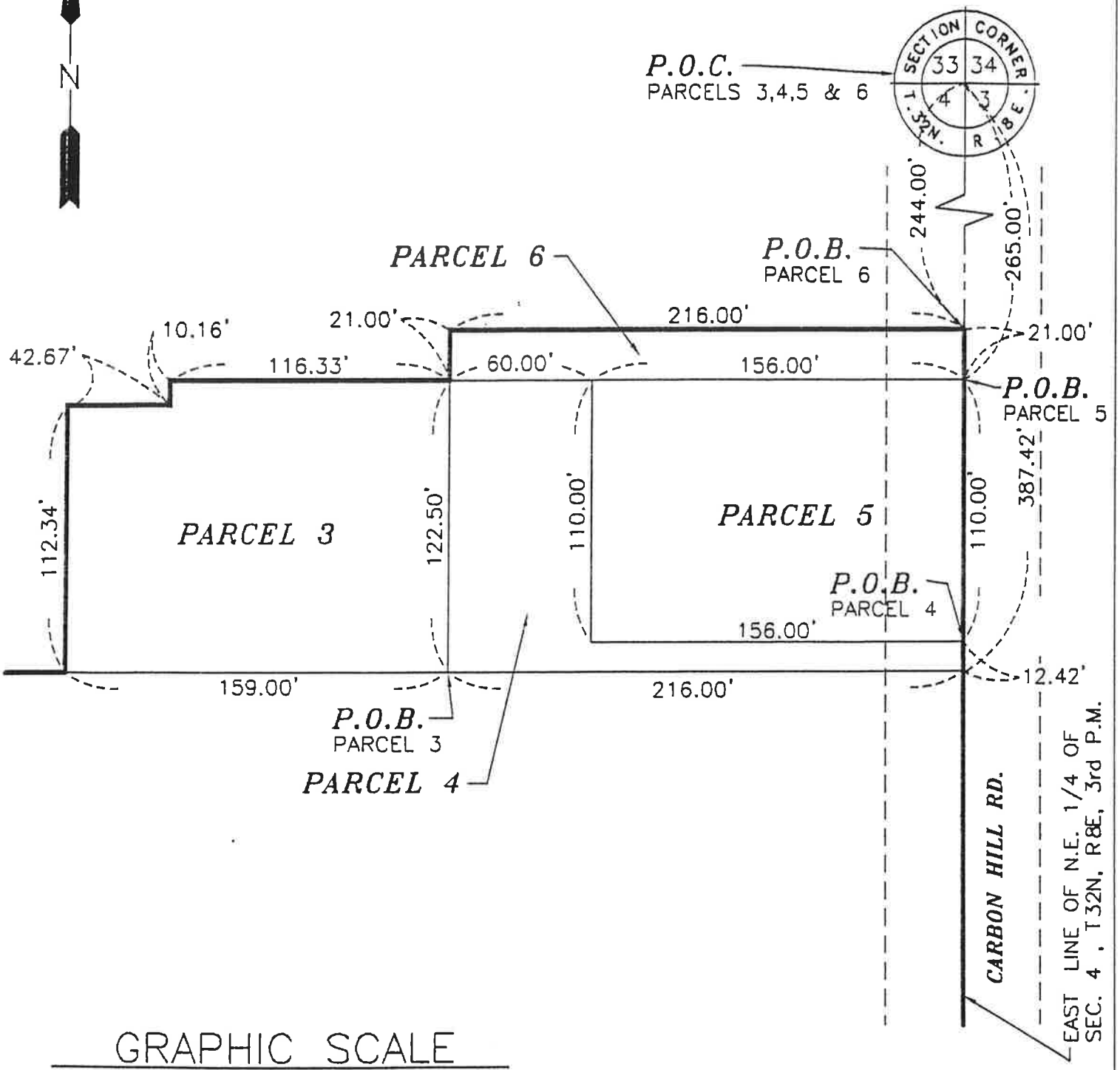
- BOUNDARY OF PROPERTY
- SECTION LINE
- R.O.W. LINE
- VILLAGE CORPORATE LIMITS

WILSON PROPERTY – SHT. 1 OF 2

CHAMLIN & ASSOCIATES, INC. CONSULTING ENGINEERS & LAND SURVEYORS PERU ILLINOIS MORRIS		
SCALE: AS NOTED	ANNEXATION PLAT VILLAGE OF COAL CITY	
DATE: 10/24/02	DRAWN BY: RGP	FILE NO.: --

\COAL CITY\ANNX-10-02'.WILSON1.DW

ANNEXATION PLAT
VILLAGE OF COAL CITY



GRAPHIC SCALE

0 30 60 120

1" = 60'

LEGEND

- BOUNDARY OF PROPERTY
- SECTION LINE
- R.O.W. LINE

WILSON PROPERTY – SHT. 2 OF 2

CHAMLIN & ASSOCIATES, INC. CONSULTING ENGINEERS & LAND SURVEYORS PERU ILLINOIS MORRIS		
SCALE: AS NOTED	ANNEXATION PLAT VILLAGE OF COAL CITY	
DATE: 10/24/02	DRAWN BY: RGP	FILE NO.: