
THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 16-17

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION
AGREEMENT WITH RMR INVESTMENTS, LLC CONCERNING CERTAIN
TERRITORY IN UNINCORPORATED GRUNDY COUNTY, ILLINOIS
(1630 S. BROADWAY)**

TERRY HALLIDAY, Village President
PAMELA M. NOFFSINGER, Village Clerk

ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
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 10, 2016

and the Village Clerk is hereby authorized and directed to attest the Agreement.

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All ordinances in conflict herewith are hereby repealed to the extent of such conflict.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 10 day of August, 2016, at Coal City,
Grundy and Will Counties, Illinois.

AYES: 5
NAYS: 0
ABSENT: 1
ABSTAIN: 0

VILLAGE OF COAL CITY


Terry Halliday, President

Attest:


Pamela M. Noffsinger, Clerk

Exhibit A

ANNEXATION AGREEMENT

[attached on following pages]

28
Kay T Olson
Grundy County
Clerk & Recorder, Illinois

Document #: 565888

Receipt #: 130905
Pages Recorded: 28

Total Fees: \$95.00

Authorized By: 

Date Recorded: 11/7/2016 2:04:24 PM

***AFTER RECORDING
RETURN TO:***

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

This space for Recorder's use only

ANNEXATION AGREEMENT

By and Between

THE VILLAGE OF COAL CITY, ILLINOIS

AND

RMR INVESTMENTS, LLC

**ANNEXATION AGREEMENT
TO THE VILLAGE OF COAL CITY**

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into as of this 10 day of August 2016, by and between the VILLAGE OF COAL CITY, an Illinois municipal corporation, located in Grundy County and Will County, Illinois (the "Village") and RMR INVESTMENTS, LLC, an Illinois limited liability company ("Owner"). The Village and Owner may each be referred to as a "Party" and be collectively referred to as the "Parties".

SECTION 1. RECITALS.

- A. Owner is the owner of record of certain real property and improvements located at 1630 S. Broadway Road in unincorporated Grundy County, Illinois, which property bears P.I.N. 09-11-300-007 and is legally described as follows:

PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 11; THENCE NORTH 1775.00 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 350.00 FEET ALONG SAID WEST LINE; THENCE EAST 622.29 FEET; THEN SOUTH 350.00 FEET; THENCE WEST 622.29 FEET TO THE POINT OF BEGINNING; SITUATED IN BRACEVILLE TOWNSHIP, GRUNDY COUNTY, ILLINOIS.

(the "Property").

- B. The Property consists of five acres (217,800 square feet), is presently improved with a commercial facility, and is depicted on the Plat of Annexation attached hereto as **Exhibit A**.
- C. Owner desires to renovate the commercial structure on the Property and relocate CR Transport and Logistics (the "Company") to the Property from its current location in Joliet, Illinois. The business relocation is anticipated to involve the transfer of 15-20 full-time employees to Company's new business location within the existing commercial structure(s) on the Property (the "Facility").
- D. Owner's development and operational plans for the Property are generally described as (i) renovating the interior of the Facility to suit the needs of the relocated Company; (ii) developing the Property with such accessory lighting, signage, landscaping, and such other and improvements in accordance with the designs and specifications set forth in Owner's zoning and building permit applications approved

by the Village or other jurisdictional governmental bodies; (iii) constructing, equipping, opening and operating Company at the Facility in accordance with the terms and conditions of this Agreement and all laws, statutes, acts, ordinances, rules, regulations, permits, licenses, authorizations, directives, orders and requirements of all Federal, State, County, Municipal and or other governmental unit or regulatory body, that now or hereafter during the term of this Agreement may be applicable to the Company and/or the Project, and the construction, maintenance, use and operation thereof, including those relating to employees, zoning, building, health, safety, hazardous materials, and accessibility of public facilities (“Applicable Law”). Cumulatively, items (i) – (iii) in this Paragraph shall be referred to as the “Project”.

- E. The Village wishes to encourage the Company’s investment in the local economy through the creation of new full-time employment opportunities in order to promote the health, safety, and welfare of the Village and its residents, to encourage further private investment and development within the Village, and to enhance the tax base of the Village.
- F. Owner has represented to the Village that, without the assistance of the Village as set forth in this Agreement, the Project may not be economically feasible.
- G. In order to make the Project economically feasible, the Village has agreed to certain economic incentives as set forth herein.
- H. The Village has authority pursuant to 65 ILCS 5/11-15.1-2(e-5) and 35 ILCS 200/18-165 to abate real estate property taxes as provided herein.
- I. There are no electors residing within the Property.
- J. Owner desires to annex the Property into the Village, and the Village has considered the Property and believes it would make a valuable addition to the Village.
- K. The relocation of the Company to the Property will sustain and strengthen the economic vitality of the Village and stabilize and enhance the Village’s tax base.
- L. The Owner and Applicant have agreed to enter into an annexation agreement setting forth the terms for the future voluntary annexation to the Village, Village approval of rezoning of the Property, and restrictions on the use and development of the Property.
- M. The Property is not presently located within the corporate limits of any municipality but is contiguous to the Village, as provided in 65 ILCS 5/7-1-1, *et seq.*
- N. The Parties are authorized to enter into this Agreement pursuant to the provisions of 65 ILCS 5/11-15.1-1 *et seq.* and desire to enter into a binding annexation agreement governing the annexation and zoning of the Property and to provide for certain other matters related to the taxation, development and operation of the Property.

- O. The Village has agreed to have the Property annexed into the Village and to have the Property rezoned into the I-1 Industrial district, in accordance with the Village Code and after a duly noticed public hearing has been conducted by the Village's Planning and Zoning Commission, subject to the provisions of this Agreement.
- P. Pursuant to due notice and publication in the manner provided by the Illinois Municipal Code, a proposed annexation agreement similar in substance and in form to this Agreement was submitted to the Village President and Board of Trustees (cumulatively, the "Corporate Authorities") and a public hearing was held thereon, and the Village has 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.
- Q. The Corporate Authorities have considered the terms and provisions of this Agreement and have, by an ordinance duly adopted by a vote of two-thirds (2/3) or more of the Corporate Authorities then holding office, authorized the President to execute, and the Village Clerk to attest, this Agreement on behalf of the Village.
- R. The 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 Owner.
- S. The Village has found and determined that the Agreement is in the best interest of the Village and the health, safety, morals and welfare of its residents, is in accord with valid public purposes and applicable law and is not otherwise prohibited by law or ordinance.
- T. The Parties have agreed to the terms and conditions set forth in this Agreement as evidenced by the signatures affixed hereto.

NOW THEREFORE, in consideration of the premises, mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and the Parties hereto intending to be legally bound hereby covenant and agree as follows:

SECTION 2. INCORPORATION OF RECITALS.

The statements set forth in the recitals to this Agreement are the findings of the Parties, accurate and incorporated into this Section 2 as if set forth in full herein.

SECTION 3. TERM.

This Agreement shall commence on the date this Agreement is fully executed by a duly authorized representative of each Party hereto (the "Effective Date") and shall be binding upon the Parties and their respective successors and assigns, including without limitation any successor owners of the Property, for twelve (12) years, commencing as of the Effective Date.

SECTION 4. ANNEXATION OF THE PROPERTY.

A. Annexation Petition. Owner has filed with the Village Clerk a duly executed Annexation Petition and Plat of Annexation, pursuant to and in accordance with the provisions of Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8. Said petition is conditioned on the terms and provisions of this Agreement.

B. Adoption of Annexation Ordinance. Not later than thirty (30) calendar days after approval of this Agreement, the Village President and Board of Trustees (the "Corporate Authorities") of the Village agree to approve an ordinance in substantially the form of **Exhibit B** (the "Annexation Ordinance"), annexing the Property and any contiguous rights-of-way which are included with said annexation by operation of law (cumulatively, the "Territory") to the Village pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8. 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.

B. Effective date of Annexation. The annexation of the Territory 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 5. ZONING OF THE PROPERTY.

A. Initial Zoning. The Village and Owner agree that the 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.

B. Rezoning.

1. The Parties acknowledge and agree that (i) Owner has petitioned the Village for a zoning map amendment reclassifying the Subject Property from RS-1 to the I-1 Industrial District (the "Rezoning"), (ii) the Village's Planning and Zoning Commission ("P & Z") has conducted a duly noticed public hearing thereon and that the Village has completed all jurisdictional and procedural prerequisites necessary to render a final vote and decision upon Owner's pending Rezoning petition, and (iii) the P & Z has recommended approval of the Rezoning to the Corporate Authorities.
2. Promptly upon passage of the Annexation Ordinance, the Village shall adopt an ordinance granting the Rezoning. Except as otherwise provided

herein, the development and operation of the Property shall be subject to the bulk and use provisions of the I-1 Industrial District.

C. Conditional Use Permit.

1. The Parties acknowledge and agree that Owner has petitioned the Village for a conditional use permit, authorizing the utilization of the Property for outdoor storage associated with a permitted use in the I-1 District, as more fully described in the conditional use permit application (the "Conditional Use"), that the Village's Planning and Zoning Commission has conducted a duly noticed public hearing thereon and recommended approval of the Conditional Use to the Corporate Authorities.
2. Promptly upon passage of the Annexation Ordinance, the Village shall adopt an ordinance granting a conditional use permit for the Property, permitting the use of the Property for outdoor storage associated with any permitted use in the I-1 District.

SECTION 6. DEVELOPMENT OF THE PROPERTY.

A. Permits. Owner has submitted or shall submit applications for and obtain all necessary permits and approvals as may be required by Village ordinance or other local regulation or other applicable laws prior to commencing any work in furtherance of the Plans.

B. Conformance with Approved Plans and Applicable Law. Owner shall construct and install or cause to be constructed and installed the Project on the Property in substantial compliance with zoning regulations, building regulations, building permits, site plans, and other plans submitted to and approved by the Village, other authorities having jurisdiction over the Property, and Applicable Laws.

C. Parking Surface. Notwithstanding any other provision in this Agreement, the Parties acknowledge and agree that Owner shall not be required by the Village to alter or expand the curb cut on Broadway, nor the gravel drive or surface parking area.

D. Project Commencement. Owner shall commence the Project by August 15, 2016 ("Project Commencement Deadline"). Commencing the Project shall mean, at minimum, that Owner has: (i) submitted completed applications and payments for all necessary building permits and approvals as may be required by Village ordinance or other local regulation or other applicable laws, except as may be otherwise provided herein; (ii) applied for and made all submittal requirements in connection with all necessary permits and approvals from all governmental agencies other than the Village having applicable jurisdiction as shall be necessary or appropriate to construct the Project in accordance with approved plans; (iii) erected temporary signage on the Property in such form as shall be approved by the Village and sufficient to alert the public that the Property is to be the future home of Company, (iv) caused contractors to begin work on the Facility.

E. Diligent Construction. Cause contractors to begin Facility renovation immediately following Project Commencement and continue without interruption or delay, and otherwise diligently pursue and prosecute the construction of the Project to “Substantial Completion,” which shall mean the completion of the planned improvements comprising the Project in compliance with the zoning and building plans submitted to and approved by the Village or other jurisdictional bodies, to the extent that Owner applies to the Village for a certificate of occupancy for the use, operation and occupancy of the Company at the Facility.

F. Opening Day. Owner shall obtain a certificate of occupancy from the Village and cause Company to commence operations on the Property to occur on or before October 1, 2016. A final certificate of occupancy shall be issued by the Village to the extent that Developer is in material compliance with this Agreement, the PUD Ordinance, and the ordinances and regulations of the Village and any other entity with jurisdiction over the development.

G. Operation. Owner shall operate Company in accordance with Applicable Law.

SECTION 7. BUILDING PERMIT FEES.

The Village agrees to conduct all required building permit review, processing and issuing, inspections and issuance of any occupancy certificates for a one-time lump-sum payment of Five Hundred and No/100 Dollars (\$500.00).

SECTION 8. PROPERTY TAX ABATEMENT.

A. Abatement Contingencies. The Village will provide property tax abatement to Owner in accordance with the schedule set forth herein only if the conditions of this Section 8 and the Agreement are met and maintained by Owner and Company.

B. Abatement Obligation. Provided that Owner and/or Company meets and maintains the following conditions and Owner is otherwise in compliance with its obligations under this Agreement, the Village agrees to abate the stated portion of Owner’s real estate property taxes paid on the Property as hereafter set forth:

1. Company is fully open and operational on a continuous basis for not less than forty (40) hours per week from and after Opening Day through the term of the Agreement.
2. At all times, Company employs at the Facility no less than ten (10) “Qualifying Employees”, as that term is defined herein. A Qualifying Employee shall mean a regular, non-seasonal full-time employee of Company

(but not an employee of an employment agency or third-party contractor) working more than 32 hours per week (1,664 hours per year) at the Facility with a minimum wage and benefit package of at least \$30,000.00 per year. Vacations, paid holidays, and sick time are included in this computation. Overtime is not considered a part of regular hours.

C. Loss of Abatement. If the number of Qualifying Employees at the Facility falls below ten (10) at any time during the term of the Agreement, then Owner shall not be entitled to any tax abatement for the tax year (payable the following calendar year) of such shortfall, provided however Company may cure such default within thirty days (30) of receiving notice of default from the Village by submitting evidence that the number of Qualifying Employees has been re-established at a threshold level of at least ten (10) or more. By way of illustration, if the number of Qualifying Employees falls below ten (10) at the Facility on June 30, 2017, which is reported to or otherwise discovered by the Village on August 1, 2017, then Owner shall not be entitled to any tax abatement for the 2017 tax year, payable in 2018. In such case, the Village shall refrain from taking action to abate property taxes for the Property for the 2017 tax year, payable in calendar 2018.

D. Abatement Schedule. The Village shall in any year beginning with the 2017 tax bill (payable in 2018), as long as Company meets and maintains the conditions set forth above and other Company obligations in this Agreement, abate Company's real property taxes paid to such party for real estate taxes assessed on Company's Facility, as provided below:

10 Year Property Tax Abatement Schedule:

Year 1 (2017 tax bill, payable in 2018)	100% of Village Real Property Taxes Abated
Year 2	100% of Village Real Property Taxes Abated
Year 3	100% of Village Real Property Taxes Abated
Year 4	100% of Village Real Property Taxes Abated
Year 5	100% of Village Real Property Taxes Abated
Year 6	85% of Village Real Property Taxes Abated
Year 7	80% of Village Real Property Taxes Abated
Year 8	75% of Village Real Property Taxes Abated
Year 9	50% of Village Real Property Taxes Abated
Year 10	25% of Village Real Property Taxes Abated
Year 11 and subsequent years	0% of Village Real Property Taxes Abated

SECTION 9. ABATEMENT REPAYMENT IN EVENT OF FACILITY CLOSURE.

A. Deemed Facility Closure. If the number of Qualifying Employees at the Facility shall fall below five (5) at any time during the term of this Agreement, or if the Company operates for less than ten (10) hours per week for more than two consecutive weeks, said occurrence shall constitute a "Facility Closure Default". In the case of a Facility Closure Default, Owner shall be obligated to cure, or cause Company to cure, such Default within thirty (30) calendar days after the first to occur of (i) receipt of a written Facility Closure Default notice from the Village or (ii) the date of submittal of an Informational Report detailing such Facility Closure Default (or, where such Informational Report is not submitted, then the date on which such submittal was due). If the Facility Closure Default is not cured by Company's employing five (5) or more Qualifying Employees by the end of the cure period then the Facility Closure Default shall be deemed to constitute a "Facility Closure Event of Default".

B. Refund. Upon the occurrence of a Facility Closure Event of Default, Owner shall be obligated to refund to the Village a sum equal to the aggregate amount of real property taxes abated for the Property prior to the Facility Closure Event of Default under this Agreement, which refund shall be due and payable on the thirtieth (30th) day following the Facility Closure Event of Default. For purposes of applying the refund, the Facility Closure Event of Default shall be deemed to have occurred during the calendar year in which the Facility Closure Default first occurred, irrespective of the year in which such Facility Closure Default is detected or disclosed by either of the Parties.

SECTION 10. OWNER RECORD-KEEPING AND REPORTING OBLIGATIONS.

A. Record-Keeping. Owner shall maintain, and shall require each employment agency or third-party contractor supplying regular, full-time employees to Company at the Facility to maintain, through the term of the Agreement, each of the following:

1. Adequate books, records and supporting documents to verify the employment, salary, wages, benefits, hours, position titles, hiring dates, employment commencement and termination dates of all Qualifying Employees, full-time contract employees and full-time employees provided by employment agencies working at the Facility.
2. Any other books, records and documents necessary to maintain a complete verification of Owner's obligations.

B. Informational Report. Owner shall file or caused to be filed with the Village on or before December 1 of each year during the term of this Agreement (commencing on December 1, 2016) an "Informational Report" defined as an affidavit produced by Owner stating the then-current number of Qualifying Employees at the Facility. In addition to the annual filing of the Informational Report, Owner shall produce an Informational Report to the Village within ten (10) days of any request for the same from the Village, provided that the number of Village requests shall in not exceed five (5) in any calendar year.

C. Inspection of Books and Records.

1. This Agreement, and all books, records and supporting documents related to this Agreement (cumulatively, the "Records", inclusive but not limited to all books, records, documents and certificates described in this Section 10 hereof) shall be available for review, inspection and audit by officials and authorized agents of the Village. Owner agrees to cooperate fully with any audit conducted by the Village, and to provide full access to all relevant materials without charge. Failure to maintain the Records shall establish a presumption in favor of the Village for the recovery of any property taxes abated by the Village under this Agreement for which adequate books, records and supporting documentation are not available to support the abatement.
2. The Village, or an agent working therefore, shall have the right, on thirty (30) days notice, to inspect the Records or the Facility.
3. Owner and/or Company shall permit and cooperate with the Village or an authorized representative, agent or contractor thereof in arranging for inspections during normal business hours of the Facility. Owner acknowledges and agrees to the following: (i) all such inspections and any reports made in connection therewith shall be made at the Village's expense for the sole benefit of the Village; (ii) neither the Village, nor any of its representatives, agents or contractors assume any responsibility or liability by reason of such inspections or reports; (iii) Owner will not rely upon any such inspections or reports for any purpose whatsoever; and (iv) such inspections shall not constitute a waiver of any of the provisions of this Agreement or any of the obligations of Owner hereunder.

4. The Owner and/or Company shall permit and cooperate with the Village or an authorized representative, agent or contractor thereof in arranging for inspections of all books and records of Company and any contractor or employment agency which relate to any employment matter related directly or indirectly to this Agreement.
5. It is expressly understood and agreed by and amongst the Parties that any review, inspection, or monitoring of any kind performed by the Village or any one of them or an authorized representative, agent or contractor thereof may include (by way of example and not of limitation):
 - i. True and accurate copies of the Department of Labor Wage Reports;
 - ii. Visually inspecting the Facility; and
 - iii. Any other reasonable means by which the Village or an authorized representative, agent or contractor thereof needs to confirm Owner's and/or Company's compliance with the terms of this Agreement.

D. Confidentiality. The Village acknowledges and agrees that the Informational Report, and any other employment, wage or salary information produced by Owner or Company or otherwise obtained or inspected by the Village pursuant to this Agreement (cumulatively, the "Confidential Information") is proprietary and valuable information and that any disclosure or unauthorized use thereof will cause irreparable harm to Owner and/or Company, and Village shall receive and protect such information in a manner to afford the highest degree of exception to disclosure possible under state or federal law, including but not limited to Section 7(1)(g) of the Illinois Freedom of Information Act. The Village agrees to hold the Confidential Information in confidence and in connection therewith, the Village shall not copy, possess or disseminate the Financial Information in a manner which would subject such information to disclosure. The foregoing notwithstanding, the Parties acknowledge and agree that the Village shall be permitted to disclose the Confidential Information to a controlled group of Village officials, agents, consultants and employees who reasonably need to know such information to administer and evaluate this Agreement, including the Corporate Authorities, the Village Attorney, Village accountant, and Village Treasurer (the "Control Group"). The Village shall cause the Control Group to hold in confidence the Confidential Information, except only to the extent that non-disclosure is in conformance with Applicable Law, and only then to the limited extent such disclosure is required. The confidentiality requirements of this Agreement shall survive any renewal, expiration, termination or cancellation of this Agreement and shall continue to bind the

Village, its successors, assigns and legal representatives after the termination or expiration of this Agreement. The Village shall promptly notify Owner as to a Freedom of Information Act request and the commencement of any legal action in regard thereto such that the Owner shall have a meaningful opportunity to object to the release of any such Confidential Information and to take such action as it deems necessary in order to protect against the release of such Confidential Information.

SECTION 11. SANITARY/STORM SEWER/POTABLE WATER.

- A. The Property is not now serviced by a water main or sanitary sewer and Owner shall not be required to hook up to the Village water or sanitary sewer system at the time of annexation of the Property, nor be required to extend or hookup to any such water main and sanitary sewer that becomes available for connection.
- B. If Owner desires to connect to the Village water or sanitary sewer system in the future, the Village agrees to waive its standard tap-on fees for such connection.
- C. If Owner desires to connect to the Village water or sanitary sewer system, then Owner may install, at its own expense, the necessary infrastructure and extend same services. If Owner installs the necessary infrastructure and extends the water or sanitary sewer service to the Property, the Village shall cooperate with said Owner to recapture any applicable expenses as permitted under State law. The Village does not require a request for any other variances in order to continue the Property's use of a private well and/or septic system.

SECTION 12. EASEMENTS.

Owner shall grant to the Village public utility and enforcement easements over, on, and across the Property for the purposes of enforcing Applicable Laws, making repairs, installing and servicing utilities, and providing public and emergency services.

SECTION 13. VILLAGE SERVICES.

Except as otherwise provided herein, upon the effective date of annexation, Owner will receive police protection and other municipal services provided by the Village.

SECTION 14. LIABILITY AND INDEMNITY OF VILLAGE.

A. Village Review. 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 the result of the Village's review and approval of any plans for the Property or the issuance of any

approvals, permits, certificates, or acceptances for the development or use of the Property or the Facility, and that the Village's review and approval of those plans and the Improvements and issuance of those approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed 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 Owner acknowledges and agrees that notices, meetings, and hearings have been properly given and held by the City with respect to the approval of this Agreement and agrees not to challenge the City's approval on the grounds of any procedural infirmity or of any denial of any procedural right.

C. Indemnity. The Owner agrees to, and does hereby, hold harmless and indemnify the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of them in connection with (i) the Village's review and approval of any plans for the Property; (ii) the issuance of any approval, permit, certificate, or acceptance for the Property; and (iii) the development, construction, maintenance, or use of any portion of the Property.

D. Defense Expense. The Owner shall, and does hereby agree to, pay all expenses, including without limitation legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the claims related to this Agreement.

SECTION 15. DEFAULT AND REMEDIES.

A. Procedure for Declaring Defaults. Except as otherwise provided, in the event of a breach or violation of any material term, representation, warranty, covenant, agreement, or condition of this Agreement ("Default"), the Party not in Default shall serve written notice upon the Party in Default, which notice shall be in writing and shall specify the particular Default. Failure on the part of either Party to cure the Default within thirty (30) days after receiving written notice thereof (unless a different time period is specified in the Agreement for curing non-performance of a specific task or event) shall constitute an "Event of Default." Except as otherwise provided in this Agreement, no Event of Default of this Agreement may be found to have occurred if performance has commenced to cure such default to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice and the Party alleged to be in Default continues diligently to pursue such cure. Except as otherwise provided, no Default by Developer or the Village shall be actionable or be of other consequence unless and until it shall constitute an Event of Default.

B. Remedies for Events of Default. Except where a particular remedy is specified in this Agreement for a specific Default or Event of Default, the Parties to this Agreement 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. Neither Party shall be liable to the other for consequential damages or lost profits. Any action brought by either party to this Agreement shall be prosecuted in a court of competent jurisdiction in Cook County, Illinois. In the event that either Party hereto institutes legal proceedings against the other Party for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against the losing Party all expenses of such legal proceedings incurred by the prevailing Party, including, but not limited to, court costs and attorneys' fees, and witnesses' fees incurred by the prevailing Party in connection therewith.

C. No Waiver of Right to Enforce. Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and/or conditions set forth herein, or any of them, upon any other party imposed, shall not, absent other facts and circumstances, constitute or otherwise be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement and/or condition, but the same shall continue in full force and effect.

SECTION 16. GENERAL PROVISIONS.

A. Binding Effect. 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.

B. Time. Time is of the essence in the performance of this Agreement. If the time for any performance hereunder ends on a day not a business day, such time shall be extended to the next business day.

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:

RMR Investments, LLC
c/o Registered Agent
Frank Cortina
Cortina, Mueller & Frobish, P.C.
124 W Washington St
Morris, IL 60450

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 to 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 it is the lawful 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 its 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.

VILLAGE OF COAL CITY:

By: 
President Terry Halliday

Date: August 10, 2014

ATTEST:

By: 
Pamela Noffsinger, Village Clerk

RMR INVESTMENTS, LLC

By: 
Its: Partner

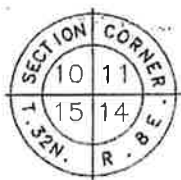
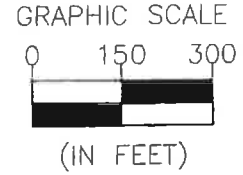
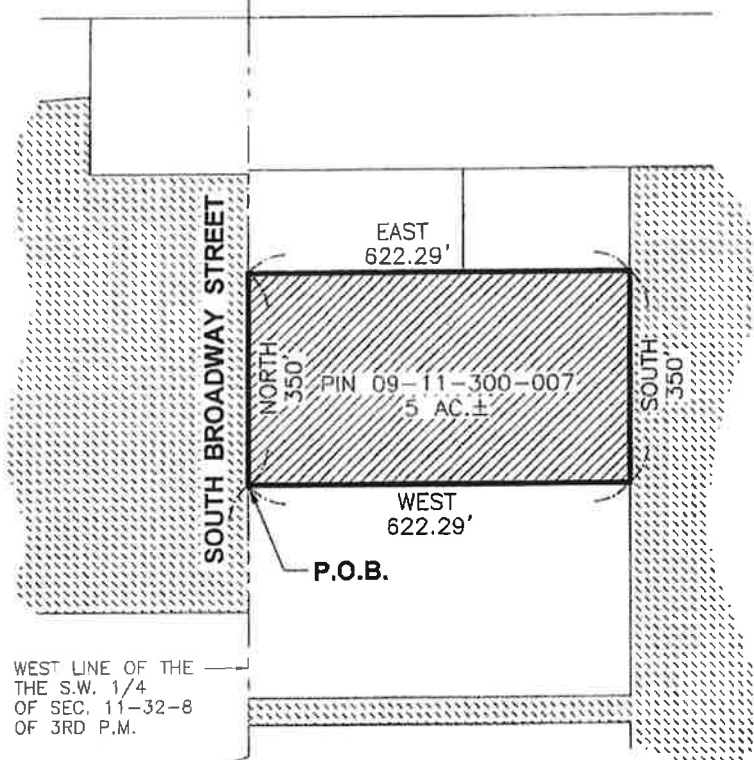
Date: 11-4-16

EXHIBIT A

PLAT OF ANNEXATION

[attached on following page]

ANNEXATION PLAT FOR PART OF THE S.W. 1/4 OF SEC. 11 T. 32 N., R. 8 E. OF THE 3RD P.M. TO THE VILLAGE OF COAL CITY, ILLINOIS



- LEGEND**
- AREA WITHIN EXISTING CORPORATE LIMITS
 - PROPERTY TO BE ANNEXED
 - SECTION LINE
 - P.O.C.** POINT OF COMMENCEMENT
 - P.O.B.** POINT OF BEGINNING

P.O.C.
S.W. CORNER OF
THE S.W. 1/4 OF
SEC. 11-32-8

LEGAL DESCRIPTION - RMR INVESTMENTS, LLC

Part of the Southwest Quarter of Section 11, Township 32 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the southwest corner of the Southwest Quarter of said Section 11; thence North 1775.00 feet along the west line of said southwest quarter to the POINT OF BEGINNING; thence continue north 350.00 feet along said west line; thence east 622.29 feet; thence south 350.00 feet; thence west 622.29 feet to the Point of Beginning; situated in Braceville Township, Grundy County, Illinois.

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

Michael E. Farrell
Certificate No. 035-003386



CHAMLIN & ASSOCIATES, INC. CONSULTING ENGINEERS & LAND SURVEYORS PERU ILLINOIS MORRIS		
SCALE: 1' = 200'	ANNEXATION PLAT	
DATE: 07/20/16	DRAWN BY: NET	FILE NO.: 13321

EXHIBIT B

ANNEXATION ORDINANCE

[attached on following pages]

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 16-18

**AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE VILLAGE OF COAL
CITY, GRUNDY AND WILL COUNTIES, ILLINOIS
(1630 S. BROADWAY)**

TERRY HALLIDAY, Village President
PAMELA M. NOFFSINGER, Village Clerk

ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
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 10, 2015

ORDINANCE NUMBER 16-18

AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE VILLAGE OF COAL CITY, GRUNDY AND WILL COUNTIES, ILLINOIS
(1630 S. BROADWAY)

WHEREAS, a written petition, signed by the legal owner of record of all land within the territory hereinafter described, has been filed with the Village Clerk of the Village of Coal City, Grundy and Will Counties, Illinois (the "Village"), requesting that said territory be annexed to the Village of Coal City and such petition for annexation is attached hereto as **Exhibit A** and incorporated as though fully set forth herein;

WHEREAS, there are no electors residing within the said territory;

WHEREAS, the said territory is not within the corporate limits of any municipality but is contiguous to the Village of Coal City;

WHEREAS, legal notices regarding the intention of the Village to annex said territory have been sent to all public bodies required to receive such notice by state statute, if any;

WHEREAS, copies of such notices required to be recorded, if any, have been recorded in the Office of the Recorder of Grundy County;

WHEREAS, the Village provides no fire protection or library services and the territory to be annexed herein contains no highways under township jurisdiction;

WHEREAS, the legal owner of record of said territory and the Village of Coal City have entered into a valid and binding annexation agreement relating to such territory, which annexation agreement is attached hereto as **Exhibit B** (the "Annexation Agreement");

WHEREAS, all petitions, documents, and other actions necessary to accomplish the annexation of the said territory been executed and completed in full compliance with the terms of the annexation agreement and with the statutes of the State of Illinois;

WHEREAS, notice of the annexation has been delivered to all entities and officials in accordance with, and as required by or pursuant to, the provisions of Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1; and

WHEREAS, the Village is authorized to annex the territory described herein pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, and all petitions documents and other necessary legal requirements are in full compliance with the terms of the statutes of the State of Illinois; and

WHEREAS, the Corporate Authorities hereby find and determine that it is in the best interests of the Village of Coal City that the territory be annexed thereto; and

NOW, THEREFORE, be it ordained by the President and Board of Trustees of the Village of Coal City, Grundy and Will Counties, 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. Annexation. The following described territory, together with any public streets or highways adjacent to or within the said territory described below that have not been previously annexed to any municipality:

PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 11; THENCE NORTH 1775.00 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 350.00 FEET ALONG SAID WEST LINE; THENCE EAST 622.29 FEET; THEN SOUTH 350.00 FEET; THENCE WEST 622.29 FEET TO THE POINT OF BEGINNING; SITUATED IN BRACEVILLE TOWNSHIP, GRUNDY COUNTY, ILLINOIS.

(the "Territory"), being indicated on a plat of annexation (appended hereto as **Exhibit C** and made a part of this Ordinance as though fully set forth herein), shall be, and is hereby, annexed to the Village of Coal City, Grundy and Will Counties, Illinois.

SECTION 3. Recordation and Reporting. The Village Clerk shall be, and is hereby, authorized and directed to record in the Office of the Grundy County Recorder of Deeds promptly after the effective date of this Ordinance, a certified copy of this Ordinance, including the Plat of Annexation, and the affidavits of service of notice as required by law. The Village Clerk shall be, and is hereby, authorized and directed to file the same with the Grundy County Clerk. The Village Administrator shall be, and is hereby, authorized and directed to notify the Election Authorities, as defined in Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the United States Post Office branches serving the Unincorporated Parcel of the annexation by registered or certified mail within 30 days after the effective date of this Ordinance.

SECTION 5. Effective Date. This Ordinance shall be in full force and effect on and after its (i) passage, approval, and publication in pamphlet form in the manner provided by law and (ii) recordation with the Grundy County Recorder's Office; provided, however, that this Ordinance shall be of no force or effect until after the Annexation Agreement has been executed by the Village and the Owner.

SECTION 6. Repealer. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. 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.

SO ORDAINED this 10 day of August, 2016, at Coal City,
Grundy and Will Counties, Illinois.

AYES: 5

ABSENT: 1

NAYS: 0

ABSTAIN: 0

VILLAGE OF COAL CITY


Terry Halliday, President

Attest:


Pamela M. Noffsinger, Clerk

EXHIBIT A

PETITION FOR ANNEXATION

[inserted on following page]

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**

Pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, the undersigned Petitioner, RMR INVESTMENTS, LLC, an Illinois limited liability company ("Petitioner") respectfully states under oath:

1. Petitioner is the sole owner of the following legally described land (the "Tract") comprising approximately five acres, commonly known as 1630 S. Broadway Road in unincorporated Grundy County, Illinois, which property bears P.I.N. 09-11-300-007 and is legally described as follows:

PART OF THE SOUTHWEST QUARTER OF SECTION 11,
 TOWNSHIP 32 NORTH, RANGE 8, EAST OF THE THIRD
 PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHWEST CORNER OF THE
 SOUTHWEST QUARTER OF SAID SECTION 11; THENCE
 NORTH 1775.00 FEET ALONG THE WEST LINE OF SAID
 SOUTHWEST QUARTER TO THE POINT OF BEGINNING;
 THENCE CONTINUE NORTH 350.00 FEET ALONG SAID
 WEST LINE; THENCE EAST 622.29 FEET; THEN SOUTH
 350.00 FEET; THENCE WEST 622.29 FEET TO THE POINT OF
 BEGINNING; SITUATED IN BRACEVILLE TOWNSHIP,
 GRUNDY COUNTY, ILLINOIS.

2. The Tract is not situated within the corporate limits of any municipality and is wholly unincorporated.
3. The Tract is contiguous to the corporate limits of the Village of Coal City.
4. There are no electors residing in the Tract.
5. The Village of Coal City does not provide fire protection or public library services within the boundaries of the Tract.
6. The Petition conforms in form and substance to the requirements of Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8.

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

Petitioner respectfully request:

- A. That this Petition and annexation be conditioned upon the Village and the Petitioner entering into a mutually acceptable annexation agreement to govern the terms and conditions of the annexation of the Tract.
- B. 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 and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, as amended and in accordance with the terms of the Annexation Agreement.

Dated this _____ day of _____, 2016.

The undersigned certifies that it has read the foregoing Petition for Annexation, has knowledge of the allegations contained therein, is an owner of record of land within the Tract, and that the allegations are true and correct to the best of his/her knowledge:

RMR INVESTMENTS, LLC

By: [Signature]
Its: Gen Partner

Date: 7-23-2016

SUBSCRIBED AND SWORN TO
before me this 28th day of
July, 2016.

Claudette M Schmitt
Notary Public

