
THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 17-11

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION
AGREEMENT WITH EUGENE AND IRENE WREN CONCERNING CERTAIN
TERRITORY IN UNINCORPORATED GRUNDY COUNTY, ILLINOIS
(1020 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 May 10, 2017

ORDINANCE NO. 17-11

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

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

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

WHEREAS, the Village has received a petition for annexation from Eugene and Irene Wren (cumulatively, "Owner") concerning certain real property consisting of approximately 2.18 acres and commonly known as 1020 S. Broadway Road in unincorporated Grundy County, Illinois, bearing P.I.N. 09-11-100-007, and legally described as follows:

PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, GRUNDY COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 90° 00' 00" EAST ALONG THE NORTH LINE OF SAID SECTION 11 FOR A DISTANCE OF 252.54 FEET; THENCE SOUTH 00° 48' 00" WEST FOR A DISTANCE OF 378.57 FEET; THENCE SOUTH 90° 00' 00" WEST FOR A DISTANCE OF 249.29 FEET TO A POINT WHICH FALLS ON THE WEST LINE OF SAID SECTION 11; THENCE NORTH 00° 16' 41" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 378.54 FEET TO THE POINT OF BEGINNING, CONTAINING 2.18 ACRES, MORE OR LESS, ALL LOCATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF GRUNDY, STATE OF ILLINOIS.

(the "Property"); and

WHEREAS, the Property and any contiguous rights-of-way which are included with said annexation by operation of law shall be cumulatively known as the "Territory"; and

WHEREAS, the parties to the proposed annexation agreement are desirous to establish the terms and conditions by which any annexation of the Territory would be accomplished, including without limitation, the zoning of such territory, construction of a driveway apron thereon, the provision of utility services, the use and development of the Property, subdivision, and certain other terms and conditions as more fully provided in the proposed annexation agreement; and

WHEREAS, it is in the best interests of the Village of Coal City, Grundy and Will Counties, Illinois, that a certain annexation agreement pertaining to the Territory be entered into; and,

WHEREAS, an annexation agreement has been negotiated between the Village and Owner concerning the terms for the future voluntary annexation of the Territory to the Village pursuant to the authority and provisions of 65 ILCS 5/7-1-1 *et seq.* and 65 ILCS 5/11-15.1-1 *et seq.*, and a copy of said annexation agreement is attached hereto as **Exhibit A** and, by this reference, incorporated as though fully set forth herein (the "Agreement"); and,

WHEREAS, pursuant to due notice and publication in the manner provided by the Illinois Municipal Code, the 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 Agreement by the Village; and

WHEREAS, 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; and

WHEREAS, the Owner and the Village are ready, willing, and able to enter into the

Agreement and to perform the obligations as required hereunder; and,

WHEREAS, 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; and

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

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

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

SECTION 2. Authorization.

A. Execution. The Village President is hereby authorized and directed to execute, and the Village Clerk is hereby authorized and directed to attest 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 May, 2017, at Coal City, Grundy and Will Counties, Illinois.

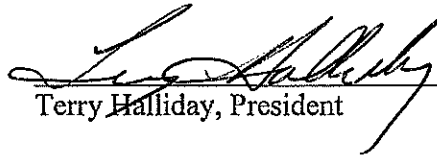
AYES: 5

NAYS: 1

ABSENT: 0

ABSTAIN: 0

VILLAGE OF COAL CITY


Terry Halliday, President

Attest:

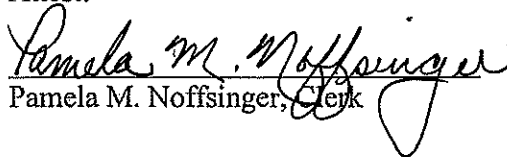

Pamela M. Noffsinger, Clerk

Exhibit A

ANNEXATION AGREEMENT

[attached on following pages]

4822-3773-4471, v. 1

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

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into as of this 10 day of May 2017, by and between the VILLAGE OF COAL CITY, an Illinois municipal corporation, located in Grundy County and Will County, Illinois (the "Village") and Eugene and Irene Wren (cumulatively, "Owner"), title holders of record of the "Property", as hereinafter defined. 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 1020 S. Broadway Road in unincorporated Grundy County, Illinois, which property bears P.I.N. 09-11-100-007, and is legally described as follows:

PART OF THE NORTHWEST QUARTER OF SECTION 11,
TOWNSHIP 32 NORTH, RANGE 8, EAST OF THE THIRD
PRINCIPAL MERIDIAN, GRUNDY COUNTY, ILLINOIS,
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 11,
TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL
MERIDIAN, SAID POINT BEING THE POINT OF BEGINNING;
THENCE NORTH 90° 00' 00" EAST ALONG THE NORTH LINE OF
SAID SECTION 11 FOR A DISTANCE OF 252.54 FEET; THENCE
SOUTH 00° 48' 00" WEST FOR A DISTANCE OF 378.57 FEET; THENCE
SOUTH 90° 00' 00" WEST FOR A DISTANCE OF 249.29 FEET TO A
POINT WHICH FALLS ON THE WEST LINE OF SAID SECTION 11;
THENCE NORTH 00° 16' 41" EAST ALONG SAID WEST LINE FOR A
DISTANCE OF 378.54 FEET TO THE POINT OF BEGINNING,
CONTAINING 2.18 ACRES, MORE OR LESS, ALL LOCATED IN THE
NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH,
RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF
GRUNDY, STATE OF ILLINOIS.

(the "Property").

- B. The Property consists of approximately 2.18 acres, is presently improved with a single-family home and is depicted on the Plat of Annexation attached hereto as **Exhibit A**.

- C. The Property is not at this time within the corporate limits of any municipality and is wholly unincorporated.
- D. There are no electors residing within the Property.
- E. The Property is contiguous to the corporate limits of the Village of Coal City.
- F. Owner desires to annex the Property into the Village pursuant to the terms and conditions hereafter set forth, and the Village has considered the Property and believes it would make a valuable addition to the Village.
- G. The Owner has filed a voluntary annexation petition and annexation plat, which annexation petition states that there are no electors residing within the Property.
- H. The Owner and Applicant have agreed to enter into an annexation agreement setting forth the terms for the future voluntary annexation to the Village, the use and development of the Property, utility services, subdivision and other related matters, pursuant to the authority and provisions of 65 ILCS 5/7-1-1 *et seq.* and 65 ILCS 5/11-15.1-1 *et seq.* of the Illinois Municipal Code, and upon the terms and conditions contained in this Agreement.
- I. 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.
- J. 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.
- K. 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.
- L. 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.
- M. 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 twenty (20) years from 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. A copy of the Petition is attached hereto as **Exhibit B**. Owner has also filed a Plat of Annexation and the Village has agreed to waive fees and deposits required for such annexation.

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 C** (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 at Owner's expense.

C. 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.

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.

SECTION 6. DEVELOPMENT OF THE PROPERTY.

A. No Authorization of Work. Owner acknowledges that no development of the Property shall be permitted and no work shall be commenced on the Property until the Owner or subsequent owner or developer of the Property has applied for and obtained any and all zoning relief, building permits, or other development approvals which may be required by the Village or other jurisdictional bodies, which approval shall be subject to, and processed in accordance with standards and procedures contained in Village ordinances in effect at the time approval is requested. Except as herein provided, the development and use of the Property shall comply with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction. Notwithstanding the foregoing, the Parties understand and agree that Owner intends to construct a detached garage on the Property and that such construction shall be subject to the Village's building permit processes, but shall be exempt from the payment of any fees ordinarily associated therewith.

B. Driveway Apron. The Village, at its sole cost and expense, shall design and construct a paved driveway apron for ingress to the Property from Spring Road (the "Driveway Apron"), which Driveway Apron shall be constructed in substantial accordance with the drawings and specifications attached hereto as **Exhibit D** (the "Driveway Apron Plans"). In the event "Substantial Completion" (as hereafter defined) of the Driveway Apron is not achieved by November 1, 2018, upon receipt of notice of default from Owner, the Village shall cause contractors to begin, resume or otherwise complete the Driveway Apron without interruption or delay, and otherwise diligently pursue and prosecute the construction of the Driveway Apron to "Substantial Completion," which shall mean the completion of the Driveway Apron in compliance with the Driveway Plans such that it is capable of being used for its intended purposes by Owner.

SECTION 7. SUBDIVISION OF THE PROPERTY.

The Parties understand and agree that Owner may in the future subdivide the Property east-to-west into two approximately equal-size parcels in such a manner that does not involve new access easements or street dedications, roadway construction, or extensions of Village utilities to serve the proposed resubdivided lots. In such event, the Village agrees that such act shall be deemed a "minor land division" or "minor subdivision" pursuant to Section 155-23 of the Village Code and, as such, may be approved by the Village following submittal of a final plat of subdivision without previous submission of a preliminary plat of subdivision. The Village agrees to waive any fees associated with the Village's processing of said final plat of subdivision.

SECTION 8. SANITARY/STORM SEWER/POTABLE WATER.

- A. The Property is presently serviced by the Village's waterworks system. Upon annexation, the Property shall pay be exempt from any non-resident surcharge for said services now or hereafter imposed by the Village. The Property shall be subject only to Village residential water service charges.

- B. If Owner desires to make a second connection to the Village's water or sanitary system on the Property in the future to service a second single-family residence located thereon following the future subdivision of the Property, the Village agrees to waive its standard tap-on fees for such connection.

SECTION 8. 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 9. VILLAGE SERVICES.

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

SECTION 10. IMPACT FEES.

Insofar as the number of residential dwellings on the Property shall not exceed a maximum of two (2), the Village shall not require Owner to pay any fees, donate any money, dedicate any land or make any other contributions to the Village or any other unit of local government in connection with or as a result of the subdivision or development of the Property. Provided, however, the Parties understand and agree that if the Property is subdivided into more than two parcels or the number of residential dwellings thereon shall exceed two (2), then the Property shall be subject to the Village's Water and Sewer Infrastructure Fee, School Facilities Impact Fee, and/or cash contributions in lieu of the dedication of land for school or park purposes, all in accordance with Village ordinances and resolutions as may be in effect at the time of such further subdivision.

SECTION 11. 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, and that the Village's review and approval of such plans 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 Village with respect to the approval of this Agreement and agrees not to challenge the Village'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 12. 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 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 Grundy 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 13. 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 failure of a Party to exercise their rights hereunder at any time shall not be deemed or construed as a waiver thereof, nor shall such failure void or affect the Party'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 Owner shall be addressed to, and delivered at, the following address:

Eugene and Irene Wren
1020 S. Broadway
Coal City, IL 60416

With a copy to: Larry Wharrie
The Wharrie Law Firm
105 S. Broadway Street
Coal City, IL 60416

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 through D, 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 they are the lawful owners of the Property and are therefore the only entities that may encumber the Property with this Agreement.

P. Procedural Compliance. The Parties hereby acknowledge and agree that all required notices, meetings and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agree not to challenge this Agreement or any of the obligations created by it on the grounds of any procedural infirmity or any denial of any procedural right.

Q. 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.

Remainder of page intentionally left blank.

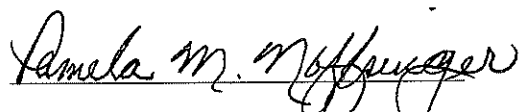
IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above.

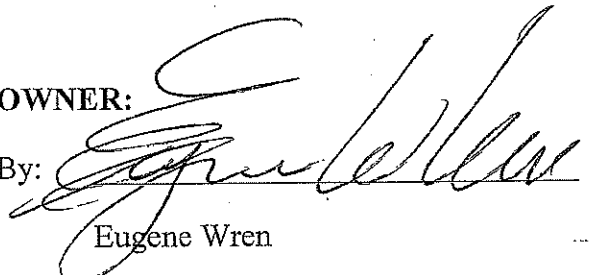
VILLAGE OF COAL CITY:

By: 
President Terry Halliday

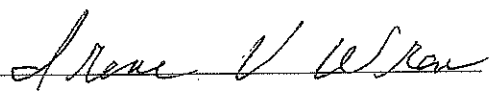
Date: May 10, 2017

ATTEST:


Pamela Noffsinger, Village Clerk

OWNER:
By: 
Eugene Wren

Date: 4-25-17

By: 
Irene Wren

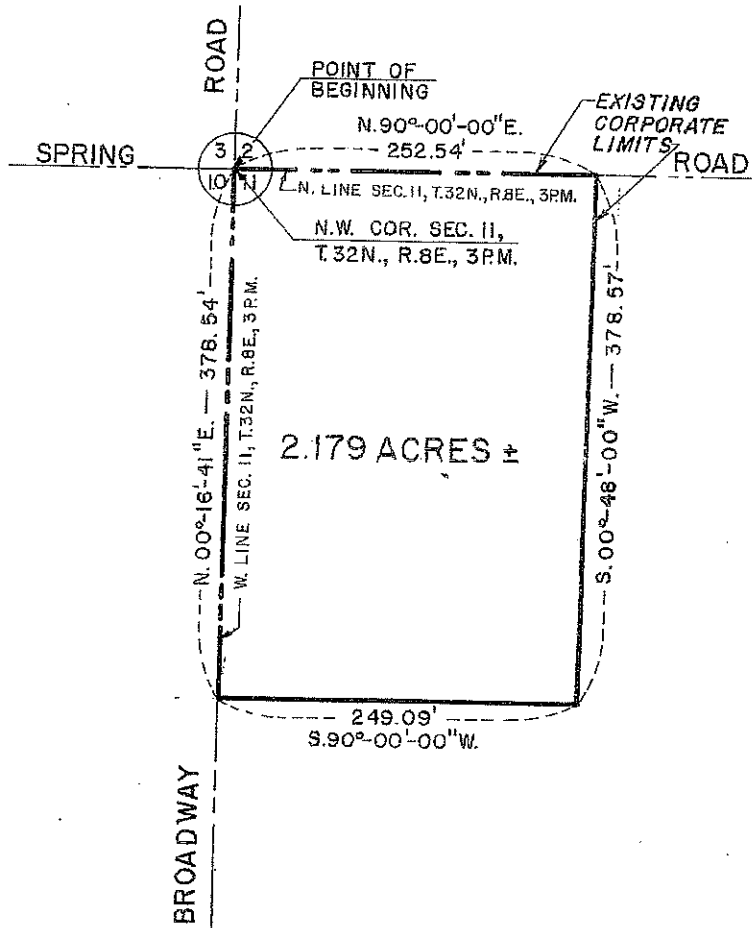
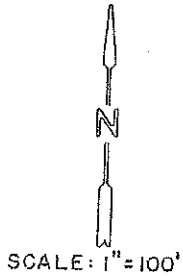
Date: 4-25-17

EXHIBIT A

PLAT OF ANNEXATION

[attached on following page]

ANNEXATION PLAT VILLAGE OF COAL CITY, ILLINOIS



CHAMLIN AND ASSOCIATES, INC.	
PERU	ILLINOIS MORRIS
SCALE: 1" = 100'	ANNEXATION PLAT - COAL CITY, IL PART OF N.W. 1/4 SEC. 11-32-8
DATE: 6-20-94	DRAWN BY: R.B.G. FILE NO.: 2758

LEGAL DESCRIPTION

Commencing at the northwest corner of Section 11, Township 32 North, Range 8 East of the Third Principal Meridian, County of Grundy, State of Illinois, said point being the POINT OF BEGINNING; thence North 90° 00' 00" East along the north line of said Section 11 For a distance of 252.54 feet; thence South 00° 48' 00" West for a distance of 378.57 feet; thence South 90° 00' 00" West for a distance of 249.09 feet to a point which falls on the west line of said Section 11; thence North 00° 16' 41" East along said west line for a distance of 378.54 feet to the POINT OF BEGINNING, containing 2.179 acres, more or less.

EXHIBIT B

ANNEXATION PETITION

[attached on following pages]

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 Petitioners, Eugene and Irene Wren (the "Petitioners") respectfully state under oath:

1. Petitioners are the sole owners of the following legally described land (the "Tract") comprising approximately 2.18 acres, commonly known as 1020 S. Broadway Road in unincorporated Grundy County, Illinois, which property bears P.I.N. 09-11-100-007, is bounded by the incorporated Village of Coal City to the north, east and south, being specifically bounded by Spring Road to the north and Broadway Road to the west, all situated in Grundy County, Illinois and being legally described as follows:

PART OF THE NORTHWEST QUARTER OF SECTION 11,
TOWNSHIP 32 NORTH, RANGE 8, EAST OF THE THIRD
PRINCIPAL MERIDIAN, GRUNDY COUNTY, ILLINOIS,
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 11,
TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL
MERIDIAN, SAID POINT BEING THE POINT OF BEGINNING; THENCE
NORTH 90° 00' 00" EAST ALONG THE NORTH LINE OF SAID SECTION
11 FOR A DISTANCE OF 252.54 FEET; THENCE SOUTH 00° 48' 00" WEST
FOR A DISTANCE OF 378.57 FEET; THENCE SOUTH 90° 00' 00" WEST
FOR A DISTANCE OF 249.29 FEET TO A POINT WHICH FALLS ON THE
WEST LINE OF SAID SECTION 11; THENCE NORTH 00° 16' 41" EAST
ALONG SAID WEST LINE FOR A DISTANCE OF 378.54 FEET TO THE
POINT OF BEGINNING, CONTAINING 2.18 ACRES, MORE OR LESS, ALL
LOCATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP
32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN,
COUNTY OF GRUNDY, STATE OF 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. All statutory notices required to annex the Tract have been provided.

7. 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.

8. The foregoing statements of fact are true to the best of Petitioners' knowledge and information.

Petitioners respectfully request:

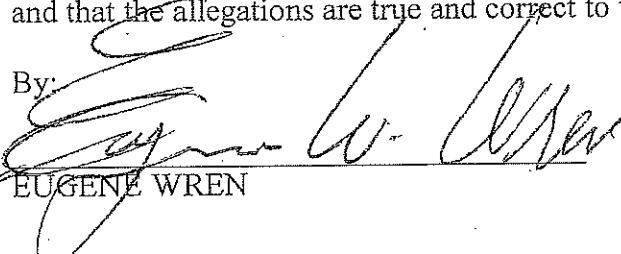
A. That this Petition and annexation be conditioned upon the Village and the Petitioners entering into a mutually acceptable annexation agreement to govern the terms and conditions of the annexation of the Tract.

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.

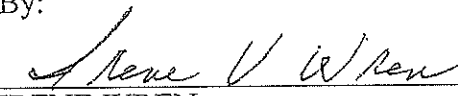
Dated this 25th day of April, 2017.

The undersigned certifies that he/she 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:


By:


EUGENE WREN

By:


IRENE WREN

SUBSCRIBED AND SWORN TO
before me this 25th day of
April, 2017.


Notary Public



SUBSCRIBED AND SWORN TO
before me this 25th day of
April, 2017.

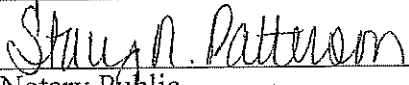

Notary Public



EXHIBIT C

ANNEXATION ORDINANCE

[attached on following pages]

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 17-12

AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE VILLAGE OF COAL
CITY, GRUNDY AND WILL COUNTIES, ILLINOIS
(1020 S. BROADWAY)

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

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
JUSTIN WREN
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Coal City

on May 10, 2017

ORDINANCE NUMBER 17-12

AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE VILLAGE OF COAL CITY, GRUNDY AND WILL COUNTIES, ILLINOIS
(1020 S. BROADWAY)

WHEREAS, a written petition, signed by the legal owners 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;

WHEREAS, the territory to be annexed herein is adjacent to Spring Road under the jurisdiction of Braceville Township and such officials have been notified of the potential annexation as required by law;

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") and pursuant to which the Village agreed to annex the territory described herein;

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 necessary to accomplish the annexation of the said territory have been executed and completed 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 that such annexation will promote the sound planning and development of the Village, properly and beneficially extend the corporate limits and jurisdiction of the Village, and otherwise promote the proper growth and general welfare while serving the planning objectives of the Village.

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, consisting of approximately 2.18 acres and commonly known as 1020 S. Broadway Road in unincorporated Grundy County, Illinois, bearing P.I.N. 09-11-100-007, 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, and legally described as follows:

PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, GRUNDY COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 90° 00' 00" EAST ALONG THE NORTH LINE OF SAID SECTION 11 FOR A DISTANCE OF 252.54 FEET; THENCE SOUTH 00° 48' 00" WEST FOR A DISTANCE OF 378.57 FEET; THENCE SOUTH 90° 00' 00" WEST FOR A DISTANCE OF 249.29 FEET TO A POINT WHICH FALLS ON THE WEST LINE OF SAID SECTION 11; THENCE NORTH 00° 16' 41" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 378.54 FEET TO THE POINT OF BEGINNING, CONTAINING 2.18 ACRES, MORE OR LESS, ALL LOCATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF GRUNDY, STATE OF 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 4. 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 5. Repealer. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. 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 May, 2017, at Coal City, Grundy and Will Counties, Illinois.

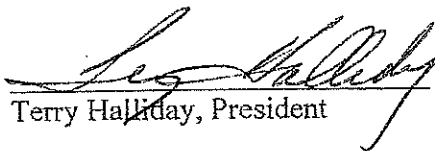
AYES: 5

ABSENT: 0

NAYS: 1

ABSTAIN: 0

VILLAGE OF COAL CITY


Terry Halliday, President

Attest:


Pamela M. Noffsinger, Clerk

EXHIBIT D

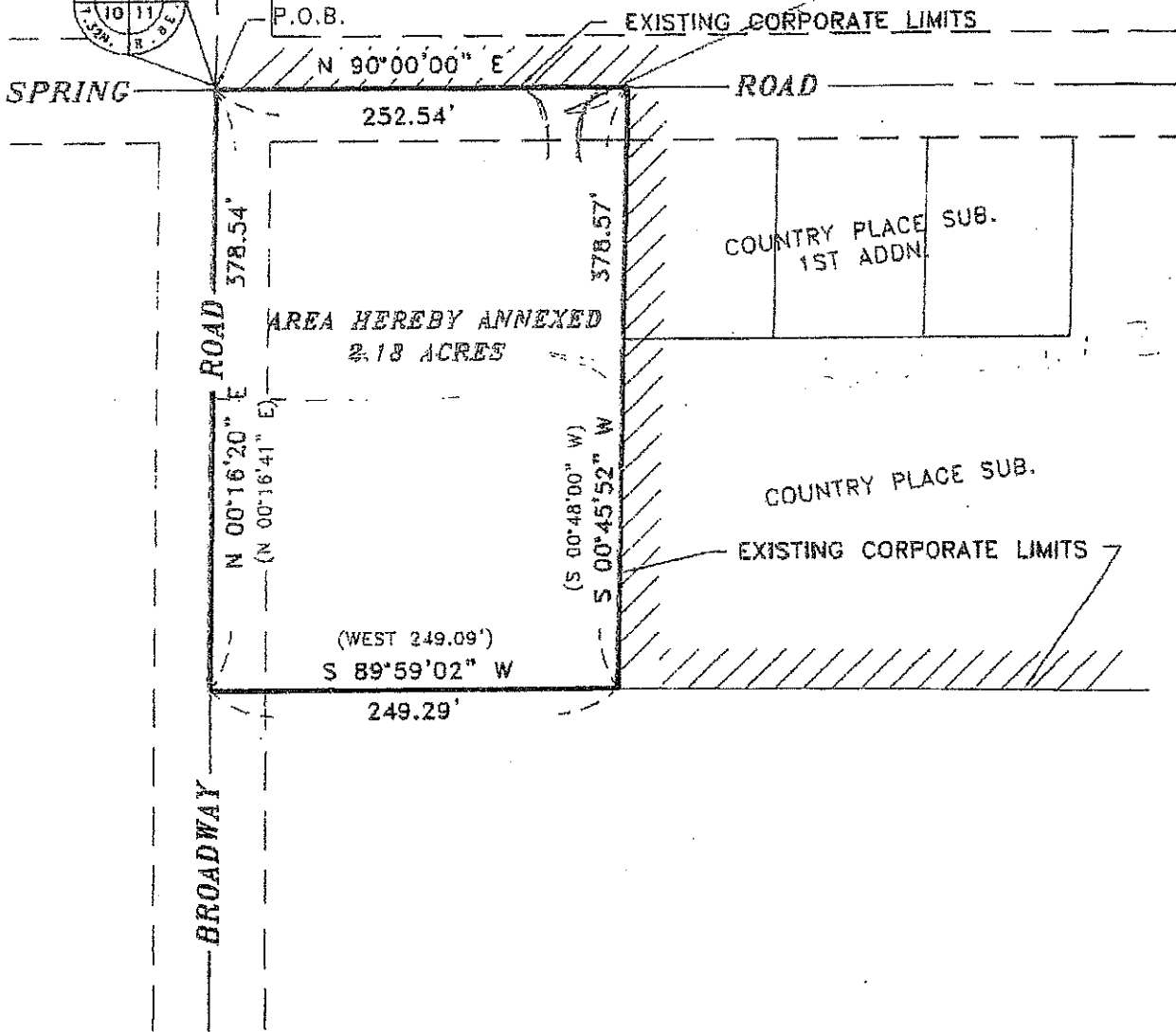
DRIVEWAY APRON PLANS

[attached on following pages]

4831-4321-8503, v. 1

ANNEXATION PLAT VILLAGE OF COAL CITY GRUNDY COUNTY, ILLINOIS

PART OF THE NORTHWEST QUARTER OF
SECTION 11, TOWNSHIP 32 NORTH, RANGE 8
EAST OF THE THIRD PRINCIPAL MERIDIAN,
GRUNDY COUNTY, ILLINOIS.



LEGEND

- BOUNDARY OF PROPERTY HEREBY ANNEXED
- SECTION LINE
- EXISTING CORPORATE LIMITS
- LOT LINE
- RIGHT-OF-WAY LINE
- 2636.66' MEASURED DIMENSION
- (1051.33') DEED DIMENSION



WREN PROPERTY

CHAMLIN & ASSOCIATES, INC. CONSULTING ENGINEERS & LAND SURVEYORS <small>PERU ILLINOIS MORRIS</small>		
SCALE: 1" = 100'	ANNEXATION PLAT VILLAGE OF COAL CITY	
DATE: 01/07/02	DRAWN BY: WHJ	FILE NO.: