

**COAL CITY
VILLAGE BOARD MEETING
Public Hearing**

**Wednesday, October 8, 2025
7:00 P.M.**

AGENDA

1. Call meeting to order
2. Burla Annexation Agreement Extension
3. Adjourn

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: October 8, 2025

RE: EXTENSION OF THE BURLA ANNEXATION AGREEMENT

Bernie Burla, who entered into an annexation agreement about 20 years ago, had done so in the face of neighboring Braidwood having filed for a facility planning area (FPA) amendment with the IEPA that would have resulted in Braidwood expanding its utility capital plan and extension westward across I-55 all of the way to S. Broadway. In 2006, the Village Board of Trustees adopted an annexation agreement with Burla that changed the border of Coal City to extend southeast towards I-55, which ultimately quieted the claim for extending Braidwood westward.

In order to gain this incorporation, the village provided a very favorable agreement for Burla that provided reimbursement of municipal taxes and an allotted number of building permits, etc. One of the provisions within this agreement included an opportunity for the property owners to de-annex should the village fail to add the properties subject to the annexation agreement within Coal City's FPA. Although some of the areas within the annexation have already been included, not all of the properties subject to the annexation agreement have been included. The requirements within the agreement was that it was to occur within 36 months of adoption, which did not occur.

Due to the capability currently existing by which the property owners possess the capability to de-annex, an extension of the agreement has been prepared. Please note, the added benefits to include reimbursement of municipal property taxes no longer exists once the property has been purchased by another end user. This has already occurred with some of the acreage related to the development of Hoffman Transportation; these portions are excluded from the extended agreement.

Adoption of this agreement will provide 36 months for the village to cure the provision of FPA assignment from the IEPA to provide utilities within these properties. This is not expected to be problematic due to the property having already been annexed for 20 years.

Prior to the adoption of the agreement, the Board must conduct an annexation agreement public hearing as is necessary for any agreements related to annexations.

Recommendation:

Adopt Ordinance No. ____: Extending the Burla Annexation Agreement for an additional 20 years.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDMENT TO AN
ANNEXATION AGREEMENT BETWEEN THE VILLAGE OF COAL CITY AND
BERNARD D. BURLA, DEBRA BURLA, WAYNE MORRIS, DIRK W. MORRIS,
JOYCE MORRIS, BRIANNE R. KALUZNY, GEORGE V. KALUZNY II**

(330+/- Acres Near Berta and Reed Roads)

DAVID A. SPESIA, Village President
KAYLA MELVIN, Village Clerk

ROSS BRADLEY
DANIEL GREGGAIN
CJ LAUTERBUR
BILL MINCEY
PAMELA NOFFSINGER
DAVID TOGLIATTI
Village Trustees

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

on _____, 2025

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDMENT TO AN ANNEXATION AGREEMENT BETWEEN THE VILLAGE OF COAL CITY AND BERNARD D. BURLA, DEBRA BURLA, WAYNE MORRIS, DIRK W. MORRIS, JOYCE MORRIS, BRIANNE R. KALUZNY, GEORGE V. KALUZNY II

(330+/- Acres Near Berta and Reed Roads)

WHEREAS, the Village of Coal City (hereinafter, “the Village”) is an Illinois municipal corporation organized and operated under the laws of the State of Illinois;

WHEREAS, the Village is a non-home rule municipality and, as such, may exercise delegated statutory and Constitutional powers and such powers as are necessarily implied therefrom;

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; and

WHEREAS, the Village and the then-owners of approximately 371.7 acres of real property in unincorporated Grundy County, Illinois entered into that certain Annexation Agreement on February 6, 2006 (the “Original Annexation Agreement”); and

WHEREAS, the property subject to the Original Annexation Agreement was annexed into the Village by Ordinance No. 06-09, on March 6, 2006; and

WHEREAS, following annexation of the property into the Village of Coal City, portions thereof were conveyed to successor owners, including approximately 40 acres of the annexed property that were conveyed to Hoffman Rail Distribution Center, LLC and Hoffman Property Holding, LLC, respectively and are not subject to this amended annexation agreement; and

WHEREAS, the territory that is subject to the amended annexation agreement consists of 13 parcels comprising approximately 331 acres as depicted and described in the Amendment to the Annexation Agreement attached hereto as **Exhibit A** (the “Amended Agreement”); and

WHEREAS, the owners of the real property subject to the Amended Agreement, BERNARD D. BURLA, DEBRA BURLA, WAYNE MORRIS, DIRK W. MORRIS, JOYCE MORRIS, BRIANNE R. KALUZNY, and GEORGE V. KALUZNY II (collectively, “Owners”) and the Village mutually desire to amend the Original Annexation Agreement as set forth in the Amended Agreement, in order to modify and extend its terms; and

WHEREAS, a public hearing was held on the Amended Agreement by the Village President and Board of Trustees (collectively, the “Corporate Authorities”) on October 8, 2025 pursuant to notice duly published September 18, 2025 in the *Chicago Sun Times*, a newspaper of general circulation, as provided by law (a certificate of publication is attached as **Exhibit B**); and

WHEREAS, the Corporate Authorities have concluded that the Amended Agreement will be beneficial to the Village and the health, safety and welfare of the residents of the Village; 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 Amended 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. Approval, Execution. The Village Board hereby approves the Amended Agreement. The Village President is hereby authorized and directed to execute, and the Village Clerk is hereby authorized and directed to attest the Amended Agreement on behalf of the Village, and the Village Administrator is authorized to implement and enforce the Amended Annexation Agreement’s terms.

B. Recordation. The Village Clerk is authorized and directed to record, at the Village's expense, a fully executed copy of the Amended 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 (1) its passage, approval, and publication in the manner provided by law, (ii) recordation at the Grundy County Recorder of Deeds; provided, however, that this Ordinance shall be of no force or effect until after the Amended Agreement has been (a) executed by the Village and the Owners and (b) recorded against the impacted parcels.

SIGNATURE PAGE TO FOLLOW

SO ORDAINED this _____ day of _____, 2025, at Coal City,
 Grundy and Will Counties, Illinois.

Trustees	Aye	Nay	Abstain	Absent
Ross Bradley Trustee				
Daniel Greggain Trustee				
CJ Lauterbur Trustee				
Bill Mincey Trustee				
Pamela Noffsinger Trustee				
David Togliatti Trustee				
David A. Spesia Village President				

APPROVED By Village President

This _____ day of _____, 2025.

VILLAGE OF COAL CITY

 David A. Spesia, President

Attest:

 Kayla Melvin, Clerk

EXHIBIT A

Amended Annexation Agreement

ATTACHED ON THE FOLLOWING PAGES

***AFTER RECORDING
RETURN TO:***

Mark R. Heinle
Ancel Glink, P.C.
1979 N. Mill Street, Suite 207
Naperville, IL 60563

This space for Recorder's use only

AMENDMENT TO ANNEXATION AGREEMENT

By and Between

THE VILLAGE OF COAL CITY

AND

**BERNARD D. BURLA, DEBRA BURLA, WAYNE MORRIS, DIRK W. MORRIS, JOYCE MORRIS,
BRIANNE R. KALUZNY, GEORGE V. KALUZNY II**

AMENDMENT TO ANNEXATION AGREEMENT

By and Between

THE VILLAGE OF COAL CITY

AND

**BERNARD D. BURLA, DEBRA BURLA, WAYNE MORRIS, DIRK W. MORRIS, JOYCE MORRIS,
BRIANNE R. KALUZNY, GEORGE V. KALUZNY II**

THIS AMENDMENT TO ANNEXATION AGREEMENT (“Amendment”) made this _____ day of _____, 2025, between the Village OF COAL CITY, an Illinois Municipal Corporation (hereinafter referred to as “Village”) and BERNARD D. BURLA, DEBRA BURLA, WAYNE MORRIS, DIRK W. MORRIS, JOYCE MORRIS, BRIANNE R. KALUZNY, and GEORGE V. KALUZNY II (hereinafter collectively referred to as “Owners”). The Village and Owners are hereinafter sometimes individually referred to as a “Party” and collectively as the “Parties”.

RECITALS:

WHEREAS, the Parties entered into that certain Annexation Agreement (the “Original Annexation Agreement”) on February 6, 2006. A copy of the Original Annexation Agreement is attached hereto as Exhibit 1 and incorporated by reference as though fully set forth herein. All terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Original Annexation Agreement; and

WHEREAS, the Original Annexation Agreement pertained to seven (7) parcels of real property referred to as the “Subject Property,” consisting of approximately 371.7 acres legally described and depicted in “Exhibit A” to the Annexation Ordinance described hereinbelow and attached hereto as Exhibit 2; and

WHEREAS, the Subject Property was annexed into the Village by Ordinance No. 06-09, on March 6, 2006, recorded at the Grundy County Recorder of Deeds on July 19, 2006 as Instrument No. 466602 (the “Annexation Ordinance”);

WHEREAS, following annexation of the Subject Property into the Village of Coal City, portions of the Subject Property have been conveyed to successor owners; and

WHEREAS, approximately 40+/- acres of the Subject Property subject to the Original Annexation Agreement, identified by PINs 09-11-400-007 (28.5 acres, sold to Hoffman Rail Distribution Center, LLC), 09-11-400-011 (6.14 acres, sold to Hoffman Property Holding, LLC), and 09-11-400-008 (5 acres, sold to Hoffman Property Holding, LLC) [cumulatively, the “Hoffman Parcels”] were sold to third parties not subject to this amended annexation agreement or negotiations relating thereto and not intended to be bound by this Amendment;

WHEREAS, the territory subject that is subject to the amended annexation agreement consists of the Subject Property less the Hoffman Parcels, consisting of 13 parcels comprising approximately 331 acres +/- as depicted and described in Exhibit 3, attached and incorporated by reference (the “Amended Agreement Property”); and

WHEREAS, the Amended Agreement Property is a mixture of agricultural unimproved farmland, residential structures, grain bins, and various agricultural structures; and

WHEREAS, Dirk W. Morris is the successor owner of certain real property commonly known as 1960 S. Berta Road, Coal City, IL, bearing PIN 09-12-300-011 (the “D. Morris Parcel”) and legally described as follows:

THE NORTH 241.49 FEET OF THE SOUTH 748.00 FEET OF THE WEST 258 FEET OF THE SOUTH ½ OF THE SOUTHWEST ¼, AND THE NORTH 96.51 FEET OF THE SOUTH 506.51 FEET OF THE WEST 258 FEET OF THE SOUTH ½ OF THE SOUTHWEST ¼, ALL IN SECTION 12, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, GRUNDY COUNTY, ILLINOIS.

WHEREAS, Brianne R. and George V. Kaluzny II are the successor owners of certain real property commonly known as 1340 S. Berta Road, Coal City, IL, bearing PIN 09-12-100-012 (the “Kaluzny Parcel”) and legally described as follows:

THE WEST 207.00 FEET OF THE SOUTH 75.00 FEET OF LOT 6 AND THE WEST 207.00 FEET OF THE NORTH 78.00 FEET OF LOT 7 TOGETHER WITH THE WEST 207 FEET OF A VACATED STREET LYING BETWEEN SAID LOTS, ALL IN MEEKERS SUBDIVISION OF THE SOUTH 60 ACRES OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 32 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, GRUNDY COUNTY, ILLINOIS.

WHEREAS, other than the D. Morris Parcel and the Kaluzny Parcel, the Amended Agreement Property remains under the same ownership as it was on the effective date of the Original Annexation Agreement; and

WHEREAS, the owners of the Amended Agreement Property and the Village (cumulatively known as the “Parties”) now mutually desire to amend the Original Annexation Agreement in accordance with the provisions of Sections 11-15.1-1 *et seq.* of the Illinois Municipal Code in order to extend its terms with respect to the Amended Agreement Property, all in accordance with the terms of this Amended Annexation Agreement; and

WHEREAS, a public hearing was held on the Amended Annexation Agreement by the Village President and Board of Trustees (collectively, the “Corporate Authorities”) on October 8, 2025 pursuant to notice duly published September 19, 2025 in the *Chicago Sun Times*, a newspaper of general circulation, as provided by law; and

WHEREAS, the Corporate Authorities have concluded that the proposed Amended Annexation Agreement will be beneficial to the Village, will further secure continued

incorporation of the Amended Agreement Property within the corporate boundaries of the Village of Coal City, will provide for the orderly development of the Amended Agreement Property, and will otherwise enhance and promote the general welfare of the Village and the health, safety and welfare of the residents of the Village.

WHEREAS, by a two-thirds vote of the Corporate Authorities then holding office, the Village has duly adopted an ordinance approving this Amendment and directing the President to execute and the Village Clerk to attest this Amendment on behalf of the Village.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

Sections 1 – 11 of the Original Annexation Agreement shall be deleted and replaced with the following Sections 1 - 11:

1. INCORPORATION OF RECITALS.

The Parties hereby confirm the truth and validity of the representations and recitations set forth in the foregoing recitals and do further acknowledge that they are material to this Amendment. Such recitals are hereby incorporated into and made a part of this Amendment as though they were fully set forth in this Section 1.

2. AUTHORITY/FUTURE REFERENCES.

This Amendment is made and entered into by the Parties pursuant to and in accordance with the provisions of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1, et seq. From and after the Effective Date of this Amendment, all references to the “Original Annexation Agreement”, “Annexation Agreement” or the “Agreement” shall be deemed to mean the Original Annexation Agreement, as amended by this Amendment. All provisions of the Original Annexation Agreement that are not in express conflict herewith are hereby affirmed and shall remain in full force and effect.

3. ANNEXATION. The Amended Agreement Property has been annexed into the Village of Coal City and remains a part thereof.

4. ZONING. The Parties acknowledge and agree that the provisions of Section 4 (“Zoning Classification”) of the Original Annexation Agreement shall be adjusted to reference the Amended Agreement Property as follows:

- a. References to the right of the Owners to rezone any portion of “Parcel 1” to RS-2 shall be replaced with “the real estate described as the parcels bearing PINs 09-12-100-008 (10.5 acres), 09-12-100-11 (19.39 acres), the Kaluzny Parcel (1.02 acres), and 09-12-100-13 (19.38 acres) to RS-2”.
- b. References to the right of the Owners to rezone any portion of “Parcel 7” to RS-2 shall be replaced with “the real estate described as the parcels bearing PINs 09-13-100-004 (32.78 acres) and 09-13-100-007 (40.85 acres) to RS-2”.

- c. References to the right of the Owners to rezone "that part of Parcel 3 described as the north 20 acres of the south ½ of the southeast ¼ in Section 11 and the 30 acre parcel north of the same to RS-2" shall be replaced with "that part of PIN 09-11-400-005 described as the north 20 acres of the south ½ of the southeast ¼ in Section 11 to RS-2". (The omitted property is now a portion of the Hoffman Parcels.)
- d. References to the right of the Owners to rezone any portion of "Parcel 2" to RS-2 shall be deleted. (Such property is now a portion of the Hoffman Parcels.)

5. LAND USE ORDINANCES: Owners agrees to comply with all subdivision and zoning ordinances, building, health, safety, fire and other codes and ordinances in effect as of the date hereof, and as may be amended by the Village.

6. AGRICULTURAL USE: The parties agree that the majority of the Amended Agreement Property is presently used for agricultural purposes. Notwithstanding any Village ordinance to the contrary, Owners shall be permitted to continue its existing agricultural use during the term of the Amendment until a portion of the Amended Agreement Property is fully developed or developed for residential, industrial or commercial uses. For purposes of this Amendment, agricultural uses shall include farming, hunting and burning of weeds, brush and other materials. It shall include the use and construction of grain bins, pole buildings or outbuildings customarily used in connection with agriculture. Nothing contained herein shall operate to deprive Owners of the protection of the Farm Nuisance Act, 740 ILCS 70/0.01 et seq.

7. REAL ESTATE TAX REBATE: For a period of twenty (20) years from and after the effective date of this Amendment, the Village shall, pursuant to 35 ILCS 200/18-165 or such similar statute as may be enacted subsequent to the effective date of this Amendment, take such actions as may be necessary to rebate to Owners a portion of the general real estate taxes collected by the Village for the undeveloped portions of the Amended Agreement Property. The Village agrees to pay this rebate within thirty (30) days of the presentation of the paid Real Estate Tax Bill for a given portion of the undeveloped Amended Agreement Property to the Village Treasurer. The amount of said rebate shall be equal to the amount of tax levied by the Village, as evidenced by the paid tax bill. The parties acknowledge that once a portion of the Amended Agreement Property is developed (by the issuance of a building permit, or the recording of the final plat of Subdivision) or sold, the Village will no longer be obligated to rebate such taxes on the portion of the Amended Agreement Property that is developed or sold.

8. DEDICATION OF RIGHTS OF WAY: At the request of the Village, Owners shall cause to be dedicated to the Village for use as a public highway and drainage and utility easement, the following:

- a. a strip of land forty (40) feet wide east and west of the center line of Berta Road and adjacent to the Amended Agreement Property;
- b. a strip of land forty (40) feet wide north and south of center line of Reed Road and adjacent to the Amended Agreement Property;

c. those portions of the rights of way for Fordyce Street, Dando Street, and Meeker Avenue as are adjacent to the Amended Agreement Property.

To the extent the Village constructs any improvements in said easements or rights of way, all work encompassed in construction of said improvements shall be done in a good and workmanlike manner and the Village shall provide clean up after the completion of said improvements, and shall place the ground back to the condition it was in prior to the performance of the work. The Village shall replace any field tiles damaged by the work contemplated hereunder, and shall not interfere with the use and enjoyment of the Amended Agreement Property. In addition, if and to the extent the Village constructs any manholes in said easements, or anywhere else on the subject Property, said manholes shall be buried deep enough so that Owners may safely plow over the manhole covers. These provisions shall extend to all future construction and maintenance of any contemplated public improvements.

9. USE OF BERTA ROAD: The parties acknowledge that, from time to time, Owners operates farm vehicles and equipment on Berta Road in connection with the agricultural activities conducted on the Amended Agreement Property. So long as Owners is conducting agricultural activities on the Amended Agreement Property, the Village shall refrain from taking any action, which would interfere with Owners' use of or access to Berta Road for such purposes.

10. WATER, SEWER, GARBAGE: If at any time during the term of this Agreement, water and sewer service becomes available to the Amended Agreement Property, the Village will provide water and sewer services to the five (5) residences presently located on the Amended Agreement Property. The water services shall be limited to 15,000 gallons a month per household. The Village shall also provide free garbage service to said residences. The Village shall also waive water and sewer tap on and impact fees with regard to any of the existing residences located on the Amended Agreement Property. In the event any of the residential properties are sold subsequent to the date of the Amendment, the Village's obligation to provide services to such property at no cost and to waive tap on and impact fees shall cease. For purposes of this Amendment, the residences referred to above consist of the two (2) homesteads located on the parcel identified as of the date of this Amendment by PIN 09-12-100-011; one (1) homestead located on the Kaluzny Parcel; one (1) homestead located on the parcel identified as of the date of this Amendment by PIN 09-12-300-009; one (1) homestead located on the D. Morris Parcel; and one (1) homestead located on the parcel identified as of the date of this Amendment by PIN 09-12-300-010 (collectively, the "Existing Residences").

11. CONSTRUCTION PERMITS: So long as the Existing Residences are not sold to a bona fide third-party purchaser for value in an arms-length transaction during the term of this Amendment, the Village shall waive any charges for permits or inspections relating to improvement of these properties, including without limitation, permits for home improvements, garages, pools, fences, and building permits with respect to construction of a new residence. In addition, no building permit or inspection fee shall be charged by the Village in connection with any pole building or other agricultural structure which is constructed on the Amended Agreement Property, so long as the portion of the Amended Agreement Property on which the improvement is located remains agricultural in nature (this does not apply to school impact fees). The parties further agree that, notwithstanding the foregoing, any residential improvements made to the

Amended Agreement Property shall comply with applicable Village regulations and building codes in effect as of the date on which building permits are applied for to the Village.”

12. WATER AND SANITARY SEWER ACCESS: No change from the terms and conditions of Section 12 of the Original Annexation Agreement, except that all references to “Subject Property” shall be replaced with references to the “Amended Agreement Property.”

Paragraph 13 shall be deleted in its entirety and replaced as follows:

“13. DISCONNECTION:

A. It shall be the obligation and condition of this Amendment that the Village secure authorization to provide sewer and water service to the Amended Agreement Property from the Illinois Environmental Protection Agency or any other governmental entity having jurisdiction thereof. It shall also be the obligation and condition of this Agreement that the Village use its best efforts upon the execution of this Agreement to have the Amended Agreement Property included in the Facilities Planning Area (FPA) of the Village and receive a final, non-appealable FPA designation.

In the event that the Village, does not have the Amended Agreement Property included within its FPA within three (3) years of the effective date of this Amendment, or if the Amended Agreement Property is subsequently designated in any other entity’s FPA, and such designation becomes final and non-appealable, then in any of those events the Owners shall have the right to disconnect the Amended Agreement Property, or any part thereof from the Village and, upon written request from Owners, the Village will be obligated to take affirmative action and will be irrevocably obligated to immediately disconnect the premises from the Village and this Agreement then shall be null and void as to such disconnected parcel.

In the event that the Village does not receive authorization to provide sewer and water service to the Amended Agreement Property by the Illinois Environmental Protection Agency or any other governmental entity having jurisdiction thereof within the time period set forth hereinabove, then in that event at any time hereafter the Owners may disconnect the Amended Agreement Property, or any part thereof from time to time as determined by the Owners, then the Village will be obligated to take affirmative action and will be irrevocably obligated to immediately disconnect the premises from the Village and this agreement shall then become null and void.

Section 13.A. of this Amendment will not apply to any part of the Amended Agreement Property already included within the Village’s FPA as of the effective date of this Amendment [PINs 09-12-100-008, 09-12-100-011, 09-12-100-012, and 09-12-100-013].

B. Any part of the Amended Agreement Party disconnected pursuant to the provisions of Section 13.A. of this Agreement shall, as a condition of closing on the conveyance of all or any portion of the Amended Agreement Property so disconnected to a bona fide

third-party purchaser for value, require that such purchaser apply to the Village of Coal City for voluntary annexation of the property being conveyed within thirty (30) days of closing and to cooperate with the Village in annexing such real property. It is expressly understood and agreed that the Village of Coal City shall be a third party beneficiary of this provision in any contract for the sale of real property and be entitled to enforce the same by a lawsuit for specific performance.”

14. WATER AND SEWER INFRASTRUCTURE IMPACT FEES: No change from the terms and conditions of Section 14 of the Original Annexation Agreement, except that all references to “Subject Property” shall be replaced with references to the “Amended Agreement Property.”

15. SCHOOL IMPACT FEES: No change from the terms and conditions of Section 15 of the Original Annexation Agreement, except that all references to “Subject Property” shall be replaced with references to the “Amended Agreement Property.”

16. REIMBURSEMENT TO OWNERS: Delete in its entirety.

Section 17 shall be deleted and replaced with the following:

“17. BINDING EFFECT OF AMENDMENT: This Amendment shall be binding upon and inure to the benefit of the parties hereto, any successor owners of record of any portion of the Amended Agreement Property, lessees or assignees, and upon any successor corporate authorities of the Village, and upon any successor municipalities for a period of twenty (20) years from the date of execution hereof.”

Section 18 shall be deleted and replaced with the following:

“ 18. NOTICE: Any notice required by the terms of this Agreement shall be given by Certified U.S. Mail, postage prepaid, addressed to the parties as follows:

To Village

Village Clerk
515 S. Broadway
Coal City, Illinois 60416

With Copy to:

Mark Heinle
Ancel Glink, P.C.
1979 N. Mill Street, Suite 207
Naperville, IL 60653

To Owners:

Bernard D. Burla
1280 S. Berta Road
Coal City, Illinois 60416

With Copy to:

Joseph D. Tryner
Tryner & Francis
101 Fulton Street
Wilmington, Illinois 60481

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

Section 19 shall be deleted and replaced with the following:

“ 19. ATTORNEY FEES: If any party obligated to take prompt action to disconnect the Amended Agreement Property or any part or parts thereof as requested by the Owners pursuant to Paragraph 13.a. above, or obligated to require a bona fide third party purchaser to take prompt action to apply to the Village of Coal City for voluntary annexation of a disconnected portion of the Amended Agreement Property, or either party fails to take any action or perform any obligation required to be taken by such party as provided in this Agreement, then the non-defaulting party may by civil action, mandamus, injunction or other proceeding, enforce and compel performance of the Agreement. In that case, the losing party will be obligated to pay and reimburse the enforcing party for all of the costs, fees, expenses and legal fees incurred by the party enforcing the terms of the Agreement.”

Section 20 shall be deleted and replaced with the following:

“ 20. EFFECTIVE DATE: This Agreement shall become effective upon its execution by the parties and statutory approval pursuant to Section 11-15.1-1 et seq. of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 et seq.).”

21. ALL TERMS NOT AMENDED REMAIN IN FORCE. All other terms and conditions of the Agreement not expressly modified by this Amendment shall remain unchanged and in effect as stated in the Agreement.

22. RECORDING. The Parties shall promptly cause this Amendment to be recorded in the office of the Recorder of Grundy County.

23. COUNTERPARTS. This Amendment may be executed in counterparts, each of which shall constitute an original document, which together shall constitute one and the same instrument.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

VILLAGE OF COAL CITY:

By: _____
David A. Spesia, President

ATTEST:

Kayla Melvin, Village Clerk

Bernard and Debra Burla, as Owners of
PINs 09-12-100-008, 09-12-100-011,
09-12-100-013, 09-13-100-001:

Bernard D. Burla

Debra Burla

Bernard D. Burla, as Owner of
PINs 09-11-400-010, 09-11-400-005, 09-12-300-009, 09-13-100-004

Bernard D. Burla

Brianne R. & George V. Kaluzny II, as Owners of
PIN 09-12-100-012

Brianne R. Kaluzny

George V. Kaluzny II

Dirk W. Morris, as Owner of
D. Morris Parcel

Dirk W. Morris

Wayne & Joyce Morris, as Owners of
PIN 09-12-300-010

Wayne Morris

Joyce Morris

EXHIBIT 1

ORIGINAL ANNEXATION AGREEMENT

attached on following pages

ANNEXATION AGREEMENT
(BURLA)

THIS AGREEMENT made this 6 day of Feb, 2006, between the VILLAGE OF COAL CITY, an Illinois Municipal Corporation (hereinafter referred to as "VILLAGE") and BERNARD D. BURLA, DEBRA BURLA, KRIS MORRIS, WAYNE MORRIS and JOYCE MORRIS (hereinafter collectively referred to as "OWNER").

WITNESSETH:

WHEREAS, OWNER holds legal title to the parcel of property which is legally described on Exhibit A, attached hereto, consisting of the following parcels:

- Parcel 1: 49.6 acres located on the east side of Berta Road, south of Spring Road (Bernard D. Burla, Debra Burla, owners);
- Parcel 2: 5 acres located on the north side of Reed Road, between Broadway and Berta Road (Kris Morris, owner);
- Parcel 3: 103.5 acres located on the north side of Reed Road and the west side of Berta Road (Bernard D. Burla, owner);
- Parcel 4: 77 acres located on the north side of Reed Road and the east side of Berta Road (Bernard D. Burla, owner);
- Parcel 5: 3 acres located at the northeast corner of the intersection between Reed Road and Berta Road (Wayne and Joyce Morris, owners);
- Parcel 6: 60 acres located on the south side of Reed Road and the east side of Berta Road (Bernard D. Burla, owner); and
- Parcel 7: 73.63 acres located immediately south of Parcel 6 (Bernard D. Burla, owner).

Parcels 1 through 7 are herein collectively referred to as the "Subject Property"; and

WHEREAS, the Subject Property consists of approximately 371.70 acres, more or less, situated in unincorporated Grundy County, Illinois, and not within the corporate boundaries on any incorporated municipality; and

WHEREAS, the Subject Property is presently unimproved, except for five (5) homesteads, grain bins, and various agricultural structures; and

WHEREAS, there are 7 electors residing within the Subject Property, all of whom are either parties to this Agreement or signatories on a petition for annexation; and

WHEREAS, the Subject Property is currently contiguous to the VILLAGE within the meaning of Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8 (2000) and a Petition for Annexation pursuant to such statute has been or will be filed by OWNER with the VILLAGE in the form attached as Exhibit B; and

WHEREAS, all public hearings required by the Village of Coal City Zoning Ordinance adopted 6-12-89, and the Illinois Municipal Code, 65 ILCS 5/11-13-14 (2000) and 65 ILCS 5/11-15.1-1-3 (2000) have been held and all hearing authorities have recommended the annexation, rezoning and adoption of this Agreement; and

WHEREAS, the annexation referred to herein will not affect the Fire Protection District or Library District of the territory sought to be annexed; and

WHEREAS, the annexation will include a portion of a township highway, namely, Berta Road, notice of said annexation has been served upon the Braceville Township Road Commissioner; and

WHEREAS, the annexation will include a portion of a county highway, namely, Reed Road, notice of said annexation has been served upon the Grundy County Engineer; and

WHEREAS, the annexation contemplated by this Agreement is for the benefit of and being done at the request of the VILLAGE, and OWNER is annexing into Coal City based on the request of the VILLAGE and the VILLAGE'S agreement to the conditions of this Agreement and its obligations hereinafter described; and

WHEREAS, the parties intend to enter into an Annexation Agreement in conformance with Section 11-5.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 et seq. (2000).

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. ANNEXATION: The VILLAGE agrees to annex the Subject Property upon the terms and conditions set forth in this Agreement pursuant to OWNER'S Petition for Annexation attached as Exhibit B. The VILLAGE will not assess any annexation fees, charges, expenses or costs against the OWNER.
2. PUBLICATION: The VILLAGE agrees to take all necessary steps to publish such notice of annexation to the relevant election authority as may be required by Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1 (2000).
3. ANNEXATION AND ZONING PLATS: The VILLAGE agrees to prepare, at its sole cost and expense, any and all plats of annexation and zoning as may be required in connection with the annexation and zoning of the Subject Property.
4. ZONING CLASSIFICATION: The parties agree that the Subject Property shall be zoned and remain zoned A (Agriculture) until any parcel or part shall be developed whereupon that parcel or part may be re-zoned. A Plat of Annexation depicting the Subject Property is attached hereto as Exhibit C, and incorporated herein by this reference. Notwithstanding the foregoing, the VILLAGE agrees that the OWNER

may, at any time during the term of this Agreement, re-zone Parcel 1 to RS-2; Parcel 7 to RS-2; that part of Parcel 3 described as the North 20 acres of the South ½ of the Southeast 1/4 in Section 11 and the 30 acre parcel North of the same to RS-2; and Parcel 2 to RS-2 by delivering a notice, in writing, to the VILLAGE of OWNER'S desire to re-zone. Upon receipt of said notice, the VILLAGE shall take such actions as may be required to cause the property to be re-zoned. The VILLAGE shall pay all fees, costs and expenses for such re-zoning. There shall be no reversion, modification or change of the zoning at any time, during or after the term of this Agreement without the consent of the OWNER of each property

5. LAND USE ORDINANCES: OWNER agrees to comply with all subdivision and zoning ordinances, building, health, safety, fire, and other codes and ordinances in effect as of the date hereof, and as may be amended by the Village, except as hereinafter provided relative to the future residence noted in Paragraph 10 of this Agreement and the three (3) parcels described in this paragraph.

In addition to the future residence referred to in Paragraph 10 below, OWNER may sell and build residences on up to three (3) additional lots of no less than one (1) acre in size located on any of the parcels described on page 1 of this Agreement. In all events relative to the future residences noted in Paragraph 10 and this paragraph, the Village will grant any required zoning, variations from the zoning ordinances an/or special uses, or building permits, and waive any subdivision requirements or permits for the construction and use of said premises.

6. AGRICULTURAL USE: The parties agree that the Subject Property is presently used for agricultural purposes. Notwithstanding any VILLAGE ordinance to

the contrary, OWNER shall be permitted to continue its agricultural use during the term of this Agreement and until said parcel is fully developed. For purposes of this Agreement, agricultural uses shall include farming, hunting and burning of weeds, brush and other materials. It shall also include the use and construction of grain bins, pole buildings or out buildings customarily used in connection with agriculture. Neither the annexation of the Subject Property by the VILLAGE nor anything herein contained shall operate to deprive OWNER of the protection of the Farm Nuisance Act, 740 ILCS 70/0.01 et seq. (2000).

7. REAL ESTATE TAX REBATE: For a period of twenty (20) years from and after the effective date of the Ordinance annexing the Subject Property into the VILLAGE, the VILLAGE shall pursuant to 35 ILCS 200/18-165 or such similar statute as may be enacted subsequent to the effective date of the annexation contemplated hereby, take such actions as may be necessary to rebate to OWNER a portion of the general real estate taxes collected by the VILLAGE for the undeveloped portions of the Subject Property. The VILLAGE agrees to pay this rebate within thirty (30) days of the presentation of the paid Real Estate Tax Bill for the Subject Property to the Village Treasurer. The amount of said rebate shall be equal to the amount of tax levied by the VILLAGE, as evidenced by the paid tax bill. The parties acknowledge that once the Subject Property is developed (by the issuance of a building permit, or the recording of the final plat of Subdivision) or sold, the Village will no longer be obligated to rebate such taxes on that portion of the Subject Property that is developed or sold.

8. DEDICATION OF RIGHTS OF WAY: At the request of the VILLAGE, at any time after the effective date of the ordinance annexing the Subject Property to the

VILLAGE, OWNER shall cause to be dedicated to the VILLAGE for use as a public highway and drainage and utility easement, the following:

- a. a strip of land forty (40) feet wide east and west of the center line of Berta Road and adjacent to the Subject Property; and
- b. a strip of land forty (40) feet wide north and south of the center line of Reed Road and adjacent to the Subject Property; and
- c. those portions of the rights of way for Fordyce Street, Dando Street, and Meeker Avenue as are adjacent to the Subject Property.

To the extent the VILLAGE constructs any improvements in said easements or rights of way, all work encompassed in construction of said improvements shall be done in a good and workmanlike manner and the VILLAGE shall provide clean up after the completion of said improvements, and shall place the ground back to the condition it was in prior to the performance of the work. The VILLAGE shall replace any field tiles damaged by the work contemplated hereunder, and shall not interfere with the use and enjoyment of the Subject Property. In addition, if and to the extent the VILLAGE constructs any manholes in said easements, or anywhere else on the Subject Property, said manholes shall be buried deep enough so that OWNER may safely plow over the manhole covers. These provisions shall extend to all future construction and maintenance of any contemplated improvements, including any water and sewer lines described in Paragraph 10 of this Agreement.

9. USE OF BERTA ROAD: The parties acknowledge that, from time to time, OWNER operates farm vehicles and equipment on Berta Road in connection with the agricultural activities conducted on the Subject Property. So long as OWNER is conducting agricultural activities on the Subject Property, the VILLAGE shall refrain

from taking any action which would interfere with OWNER'S use of or access to Berta Road for such purposes.

10. WATER, SEWER, GARBAGE: If at any time during the term of this Agreement, water and sewer service becomes available to the Subject Property, the VILLAGE will provide water and sewer services to the five (5) residences presently located on the Subject Property, and one (1) future residence which may be constructed on the Subject Property, at no cost. The water services shall be limited to 15,000 gallons a month per household. The VILLAGE shall also provide free garbage service to said properties. The VILLAGE shall also waive water and sewer tap on and impact fees with regard to any of the residences located on the Subject Property and one (1) future residence for a family member to be constructed on any of the parcels described on page 1 of this Agreement. In the event any of the residential properties are sold subsequent to the date of this Agreement, the VILLAGE'S obligation to provide services to such property at no cost and to waive tap on and impact fees shall cease. For purposes of this Agreement, the residences referred to above consist of the two (2) homesteads located on Parcel 1; one (1) homestead located on Parcel 2; one homestead located on Parcel 4; one homestead located on Parcel 5; and a residence to be constructed for a family member on any of the parcels described on page 1 of this Agreement (collectively, the "Existing Residences").

11. CONSTRUCTION PERMITS: So long as the Existing Residences are not sold, during the term of this Agreement. The VILLAGE shall waive any charges for permits or inspections relating to improvement of these properties, including without limitation, permits for home improvements, garages, pools, fences, and building permits

with respect to construction of a new residence. In addition, no building permit or inspection fee shall be charged by the VILLAGE in connection with any pole building or other agricultural structure which is constructed on the Subject Property, so long as the portion of the Subject Property on which the improvement is located remains agricultural in nature (this does not apply to school impact fees). The parties further agree that, notwithstanding the foregoing, any residential improvements made to the Subject Property shall comply with applicable VILLAGE regulations and building codes.

12. WATER AND SANITARY SEWER ACCESS: If OWNER desires to connect to the VILLAGE water and/or sanitary sewer system prior to such services becoming available to the Subject Property, OWNER shall be responsible for the extension and construction of the water and sanitary sewer lines from their present location north and west of the Subject Property. OWNER shall also be responsible for the extension and construction of all water and sanitary sewer facilities on the Subject Property. All costs associated with water and sanitary sewer extension and construction shall be born by OWNER. All water and sanitary sewer construction shall be constructed per the specifications of the Village Engineer pursuant to VILLAGE ordinances. The VILLAGE may elect to have an oversized line installed by OWNER. In that event, the VILLAGE'S share of the additional costs of sizing the sanitary sewer line for greater capacity than that required by OWNER'S proposed development shall be limited to the additional cost of the larger pipe and associated apparatus (such as manholes). OWNER shall grant to the VILLAGE a twenty (20) foot wide permanent utility easement for the operation, maintenance, and repair of the sanitary sewer lines on the Subject Property, and on any sewer extensions to be constructed per this Agreement.

13. DISCONNECTION: It shall be the obligation and condition of this Agreement that the VILLAGE secure authorization to provide sewer and water service to the Subject Property from the Illinois Environmental Protection Agency or any other governmental entity having jurisdiction thereof. It shall also be the obligation and condition of this Agreement that the VILLAGE use its best efforts upon the execution of this Agreement to have the Subject Property included in the Facilities Planning Area (FPA) of the VILLAGE and receive a final, non-appealable FPA designation.

In the event that the VILLAGE, within three years after the adoption of an ordinance annexing the Subject Property into the VILLAGE, cannot or does not have the Subject Property included in its FPA, or if the Subject Property is subsequently designated in any other entity's FPA, and such designation becomes final and non-appealable, then in any of those events the OWNER shall have the right to disconnect the Subject Property, or any part thereof from the VILLAGE and, upon written request from OWNER, the VILLAGE will be obligated to take affirmative action and will be irrevocably obligated to immediately disconnect the premises from the VILLAGE and this Agreement then shall be null and void as to such disconnected parcel.

In the event that the VILLAGE does not receive authorization to provide sewer and water service to the Subject Property being annexed by the Illinois Environmental Protection Agency or any other governmental entity having jurisdiction thereof, then in that event at any time hereafter the OWNER may disconnect the subject premises, or any part thereof from time to time as determined by the Owner, then the VILLAGE will be obligated to take affirmative action and will be irrevocably obligated to immediately

disconnect the premises from the VILLAGE and this agreement shall then become null and void.

The above paragraphs for disconnection will not apply to that part of the Subject Property identified as Parcel 1 (Meeker's Subdivision), which is already included in the VILLAGE'S FPA.

14. WATER AND SEWER INFRASTRUCTURE IMPACT FEES: OWNER acknowledges that it is the policy of Coal City to assess impact fees for required water and sewer infrastructure improvements to all owner/developers in accordance with Resolution 04-04 adopted by the VILLAGE on August 9, 2004. These fees are not due and payable until such time as a Building Permit is sought. A sample assessment calculation, as it will apply to the Subject Property, is attached hereto as Exhibit C.

15. SCHOOL IMPACT FEES: If all or part of the Subject Property is later rezoned for residential use, OWNER agrees that such part of the Subject Property shall comply with the School Site Donation Ordinance (Coal City Code of Ordinances, Section 152.01) and the Village of Coal City School Facilities Impact Fee Resolution (Resolution No. 04-04) which are incorporated herein by reference and shall pay the School Impact fees when due as provided therein.

16. REIMBURSEMENT TO OWNER: The VILLAGE agrees to reimburse OWNER for its reasonable attorneys fees incurred in connection with the review and negotiation of this Agreement.

17. BINDING EFFECT: This Annexation Agreement shall be binding upon and inure to the benefit of the parties hereto, any successor owners of record of any portion of the Subject Property, lessees or assignees, and upon any successor corporate

authorities of the VILLAGE, and upon any successor municipalities for a period of 20 years from the date of execution hereof.

18. NOTICE: Any notice required by the terms of this Agreement shall be given by Certified U.S. Mail, postage prepaid, addressed to the parties as follows:

To VILLAGE

Village Clerk
515 S. Broadway
Coal City, Illinois 60416

With copy to:

Robert J. Russo
Robert J. Russo Ltd.
211 E. Jefferson Street
Morris, Illinois 60450

To OWNER

Bernard D. Burla
1280 S. Berta Road
Coal City, IL 60416

With copy to:

Joseph D. Tryner
Tryner & Francis
101 Fulton Street
Wilmington, Illinois

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

19. ATTORNEYS FEES: If the VILLAGE does not take prompt action to disconnect the Subject Property or any part or parts thereof as requested by the OWNER pursuant to Paragraph 13 above, or take any action or perform any obligation required to be taken by the VILLAGE as provided in this Agreement, then the OWNER may by civil action, mandamus, injunction or other proceeding, enforce and compel performance of the Agreement. In that case the VILLAGE will be obligated to pay and reimburse the OWNER for all of the costs, fees, expenses and legal fees incurred by the OWNER.

20. EFFECTIVE DATE: This Agreement shall become effective upon its execution by the parties and statutory approval pursuant to Section 11-15.1-1 et seq. of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 et seq. (2000)).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the

date first set forth above.

OWNER – Parcels 1, 3, 4, 6, 7:

Bernard D. Burla
Bernard D. Burla

Debra Burla
Debra Burla (as to Parcel 1)

OWNER – Parcel 2:

Kris Morris
KRIS MORRIS

OWNER – Parcel 5:

Wayne A. Morris
WAYNE MORRIS

VILLAGE OF COAL CITY:

James Mjctich
James Mjctich, Mayor

ATTEST:

Pamela M. Noffsinger
Pamela Noffsinger, Village Clerk

OWNER – Parcel 5

Joyce A. Morris
JOYCE MORRIS

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 1 THROUGH 10 AND THOSE PARTS OF MEEKER AVENUE, DANDO STREET, FORDYCE STREET AND BERTA ROAD ABUTTING LOTS 1 THROUGH 10 IN MEEKER'S SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH 60 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 300 FEET OF THE SOUTH 726 FEET OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

Parcel 3:

THE SOUTH 30 ACRES OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, GRUNDY COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID SOUTHEAST 1/4, WHICH POINT IS 331.65 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 AND RUNNING; THENCE SOUTH 89 DEGREES 31 MINUTES 59 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTH 1/4 OF THE NORTH 1/2 OF THE EAST 1/2 OF SAID SOUTHEAST 1/4, 326.70 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 34 SECONDS EAST, PARALLEL WITH SAID EAST LINE 200 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 59 SECONDS EAST, 326.70 FEET TO SAID EAST LINE; AND THENCE NORTH 00 DEGREES 00 MINUTES 34 SECONDS WEST, ALONG SAID EAST LINE 200 FEET TO THE POINT OF BEGINNING, IN GRUNDY COUNTY, ILLINOIS ***AND***

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS ***AND***

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11,
TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN GRUNDY COUNTY, ILLINOIS, EXCEPTING
THEREFROM THE FOLLOWING:

THE WEST 300 FEET OF THE SOUTH 726 FEET OF THE SOUTHEAST 1/4 OF
SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

PARCEL 4:

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 32
NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING
THEREFROM THAT PART DESCRIBED AS FOLLOWS:

THE SOUTH 506.51 FEET OF THE WEST 258 FEET OF THE SOUTHWEST
1/4 OF SECTION 12, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

PARCEL 5:

THE SOUTH 506.51 FEET OF THE WEST 258 FEET OF THE SOUTHWEST
1/4 OF SECTION 12, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

PARCEL 6:

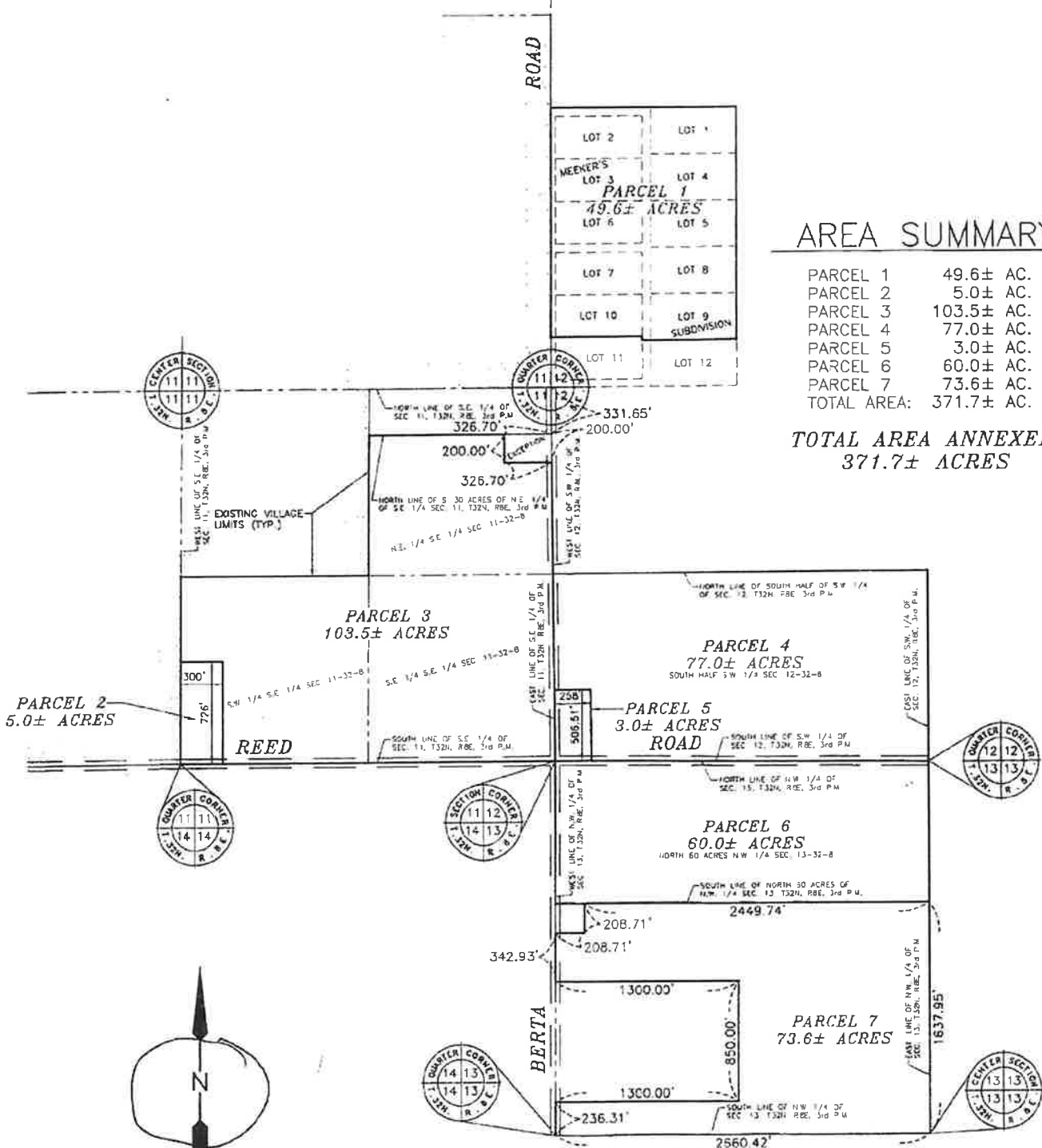
THE NORTH 60 ACRES OF THE NORTHWEST 1/4 OF SECTION 13,
TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

PARCEL 7:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF
SECTION 13, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL
MERIDIAN, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH
00 DEGREES 04 MINUTES 35 SECONDS EAST ALONG THE WEST LINE OF
SAID NORTHWEST 1/4 FOR A DISTANCE OF 236.31 FEET; THENCE SOUTH 89
DEGREES 46 MINUTES 57 SECONDS EAST FOR A DISTANCE OF 1300.00 FEET;
THENCE NORTH 00 DEGREES 04 MINUTES 35 SECONDS EAST FOR A
DISTANCE OF 850.00 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 57
SECONDS WEST FOR A DISTANCE OF 1300.00 FEET TO A POINT WHICH
FALLS ON THE SAID WEST LINE; THENCE NORTH 00 DEGREES 04 MINUTES
35 SECONDS EAST ALONG SAID WEST LINE FOR A DISTANCE OF 342.93
FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 34 SECONDS EAST FOR A
DISTANCE OF 208.71 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 35

SECONDS EAST FOR A DISTANCE OF 208.71 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 2449.74 FEET TO A POINT WHICH FALLS ON THE EAST LINE OF SAID NORTHWEST 1/4; THENCE SOUTH 00 DEGREES 00 MINUTES 27 SECONDS WEST ALONG SAID EAST LINE FOR A DISTANCE OF 1637.95 FEET TO A POINT WHICH FALLS ON THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE NORTH 89 DEGREES 51 MINUTES 34 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 FOR A DISTANCE OF 2660.42 FEET TO THE POINT OF BEGINNING, ALL LOCATED IN THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN; IN GRUNDY COUNTY, ILLINOIS ***

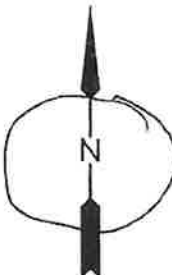
ANNEXATION PLAT COAL CITY, ILLINOIS



AREA SUMMARY

PARCEL 1	49.6± AC.
PARCEL 2	5.0± AC.
PARCEL 3	103.5± AC.
PARCEL 4	77.0± AC.
PARCEL 5	3.0± AC.
PARCEL 6	60.0± AC.
PARCEL 7	73.6± AC.
TOTAL AREA:	371.7± AC.

**TOTAL AREA ANNEXED:
371.7± ACRES**



1" = 1000'

BURLA PROPERTY

CHAMLIN & ASSOCIATES, INC. CONSULTING ENGINEERS & LAND SURVEYORS PERU ILLINOIS MORRIS		
SCALE: 1 = 1000	ANNEXATION PLAT COAL CITY, ILLINOIS	
DATE: 3/2/06	DRAWN BY: MAB	FILE NO.:

EXHIBIT 2

ANNEXATION ORDINANCE

attached on following pages

UNOFFICIAL COPY
8

✓ Return recorded original to:

Robert J. Russo
Law Offices of Robert J. Russo
211 E. Jefferson St.
PO Box 767
Morris, IL 60450

456602

FILED
FOR RECORD

29
110

2006 JUL 19 AM 9:36

02

Rene J. Phillips
GRUNDY COUNTY
CLERK & RECORDER

VILLAGE OF COAL CITY
GRUNDY COUNTY, ILLINOIS

ORDINANCE NO. 06-09

AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE
VILLAGE OF COAL CITY, GRUNDY COUNTY, ILLINOIS
(BURLA - 371.7 ACRES+/-)

PASSED AND APPROVED BY THE COAL CITY
VILLAGE BOARD THIS 6TH DAY OF MARCH, 2006

Published in Pamphlet Form
by the authority of the Mayor and
Board of Trustees of the Village of Coal City
Grundy County, Illinois, this
6th day of March, 2006

Prepared By:
Robert J. Russo
Law Offices of Robert J. Russo
211 E. Jefferson St.
PO Box 767
Morris, IL 60450

466602

ORDINANCE NO. 06 - 09

**AN ORDINANCE ANNEXING CERTAIN TERRITORY TO
THE VILLAGE OF COAL CITY, GRUNDY COUNTY,
WILL COUNTY, ILLINOIS
(BERNARD D. BURLA, et al.)**

WHEREAS, a written Petition, signed by the legal owners of record of all land within the territory described on Exhibit A, has been filed with the Village Clerk of the Village of Coal City, Grundy County, Will County, Illinois, requesting that said territory be annexed to the Village of Coal City; and

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

WHEREAS, all legal notices required by state statute to annex said territory have been duly made; and

WHEREAS, all petitions, documents, and other necessary legal requirements are in full compliance with the statutes of the State of Illinois, specifically 65 ILCS 5/7-1-8 as amended; and

WHEREAS, it is in the best interest of the Village of Coal City that said territory be annexed, and

WHEREAS, the Village and the Petitioners have entered into a binding Annexation Agreement with respect to said territory; and

WHEREAS, there are seven (7) electors residing within said territory, and such electors have joined in the Petition;

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE
VILLAGE OF COAL CITY, GRUNDY COUNTY, WILL COUNTY ILLINOIS, AS
FOLLOWS:**

466602

Section 1: That the territory legally described on Exhibit A and indicated on the plat of annexation attached hereto as Exhibit B (each of which are made a part of this Ordinance) is hereby annexed to the Village of Coal City, Grundy County, Will County, Illinois, effective immediately.

Section 2: That the Village Clerk is hereby directed to record with the Recorder of Deeds and to file with the County Clerk a certified copy of this Ordinance, together with the accurate map of the territory annexed appended to such Ordinance.

Section 3: That this Ordinance shall take effect upon its passage, approval, and publication in pamphlet form, as provided by law.

AYES: 7
 NAYS: 0
 ABSENT: 0
 PASS: 0

PASSED and APPROVED on this 6th day of March, 2006.

VILLAGE OF COAL CITY

By: James Micetich
James Micetich, Mayor

ATTEST:

By: Pam Noffsinger
Pam Noffsinger, Clerk

coalcity
burla annex ord

466602

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 1 THROUGH 10 AND THOSE PARTS OF MEEKER AVENUE, DANDO STREET, FORDYCE STREET AND BERTA ROAD ABUTTING LOTS 1 THROUGH 10 IN MEEKER'S SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH 60 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 300 FEET OF THE SOUTH 726 FEET OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

Parcel 3:

THE SOUTH 30 ACRES OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, GRUNDY COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID SOUTHEAST 1/4, WHICH POINT IS 331.65 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 AND RUNNING; THENCE SOUTH 89 DEGREES 31 MINUTES 59 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTH 1/4 OF THE NORTH 1/2 OF THE EAST 1/2 OF SAID SOUTHEAST 1/4, 326.70 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 34 SECONDS EAST, PARALLEL WITH SAID EAST LINE 200 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 59 SECONDS EAST, 326.70 FEET TO SAID EAST LINE; AND THENCE NORTH 00 DEGREES 00 MINUTES 34 SECONDS WEST, ALONG SAID EAST LINE 200 FEET TO THE POINT OF BEGINNING, IN GRUNDY COUNTY, ILLINOIS ***AND***

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS ***AND***

466602

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11,
TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN GRUNDY COUNTY, ILLINOIS, EXCEPTING
THEREFROM THE FOLLOWING:

THE WEST 300 FEET OF THE SOUTH 726 FEET OF THE SOUTHEAST 1/4 OF
SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

PARCEL 4:

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 32
NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING
THEREFROM THAT PART DESCRIBED AS FOLLOWS:

THE SOUTH 506.51 FEET OF THE WEST 258 FEET OF THE SOUTHWEST
1/4 OF SECTION 12, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

PARCEL 5:

THE SOUTH 506.51 FEET OF THE WEST 258 FEET OF THE SOUTHWEST
1/4 OF SECTION 12, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

PARCEL 6:

THE NORTH 60 ACRES OF THE NORTHWEST 1/4 OF SECTION 13,
TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

PARCEL 7:

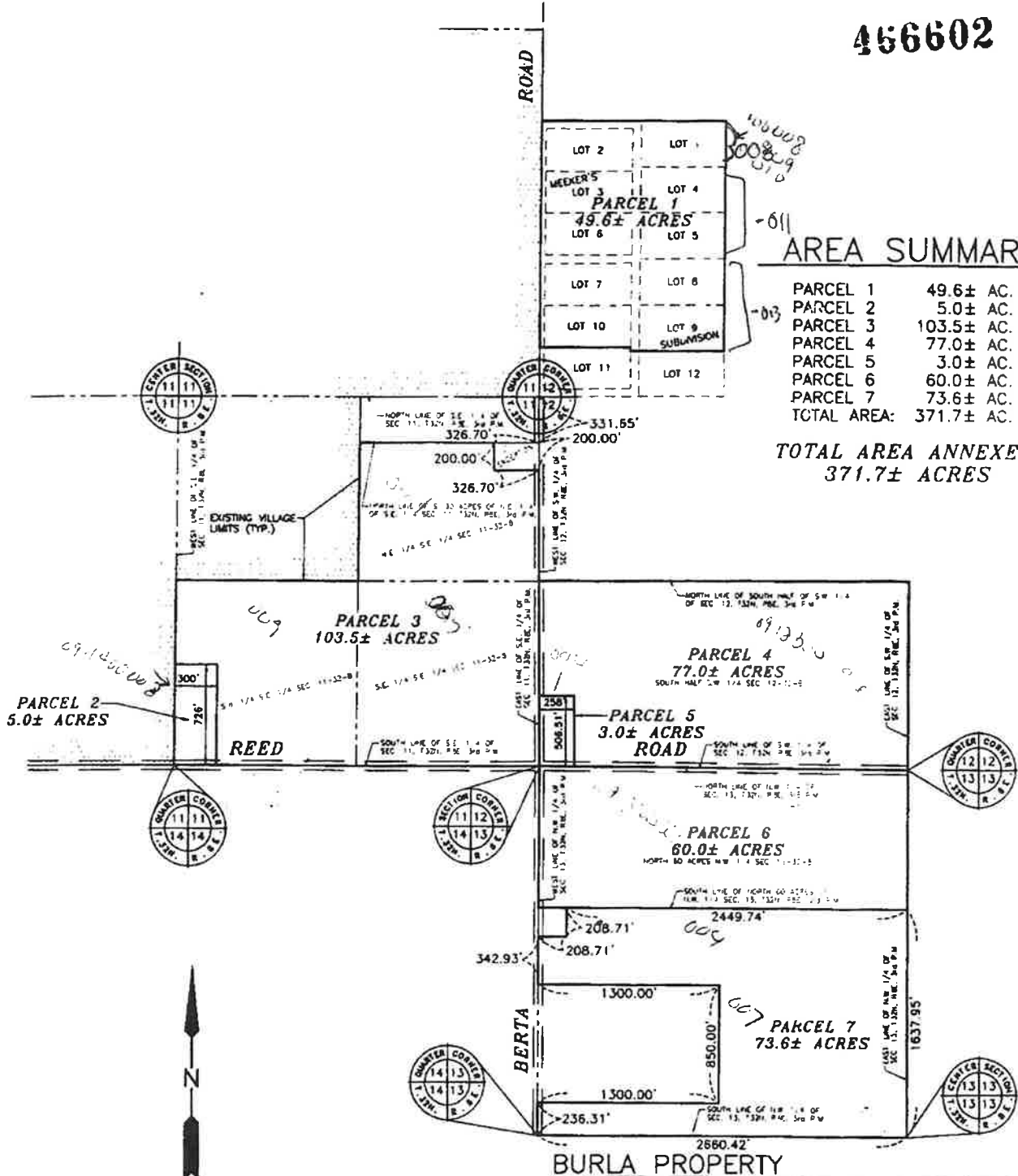
COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF
SECTION 13, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL
MERIDIAN, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH
00 DEGREES 04 MINUTES 35 SECONDS EAST ALONG THE WEST LINE OF
SAID NORTHWEST 1/4 FOR A DISTANCE OF 236.31 FEET; THENCE SOUTH 89
DEGREES 46 MINUTES 57 SECONDS EAST FOR A DISTANCE OF 1300.00 FEET;
THENCE NORTH 00 DEGREES 04 MINUTES 35 SECONDS EAST FOR A
DISTANCE OF 850.00 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 57
SECONDS WEST FOR A DISTANCE OF 1300.00 FEET TO A POINT WHICH
FALLS ON THE SAID WEST LINE; THENCE NORTH 00 DEGREES 04 MINUTES
35 SECONDS EAST ALONG SAID WEST LINE FOR A DISTANCE OF 342.93
FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 34 SECONDS EAST FOR A
DISTANCE OF 208.71 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 35

466602

SECONDS EAST FOR A DISTANCE OF 208.71 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 2449.74 FEET TO A POINT WHICH FALLS ON THE EAST LINE OF SAID NORTHWEST 1/4; THENCE SOUTH 00 DEGREES 00 MINUTES 27 SECONDS WEST ALONG SAID EAST LINE FOR A DISTANCE OF 1637.95 FEET TO A POINT WHICH FALLS ON THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE NORTH 89 DEGREES 51 MINUTES 34 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 FOR A DISTANCE OF 2660.42 FEET TO THE POINT OF BEGINNING, ALL LOCATED IN THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN; IN GRUNDY COUNTY, ILLINOIS ***

ANNEXATION PLAT COAL CITY, ILLINOIS

456602



AREA SUMMARY

PARCEL 1	49.6± AC.
PARCEL 2	5.0± AC.
PARCEL 3	103.5± AC.
PARCEL 4	77.0± AC.
PARCEL 5	3.0± AC.
PARCEL 6	60.0± AC.
PARCEL 7	73.6± AC.
TOTAL AREA:	371.7± AC.

**TOTAL AREA ANNEXED:
371.7± ACRES**

1" = 1000'

BURLA PROPERTY

CHAMLIN & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
PERU ILLINOIS MORRIS

SCALE: 1 = 1000	ANNEXATION PLAT COAL CITY, ILLINOIS	
DATE: 3/2/06	DRAWN BY: MAB	FILE NO.:



VILLAGE OF COAL CITY

James Micetich
President

Pamela M. Noffsinger
Village Clerk

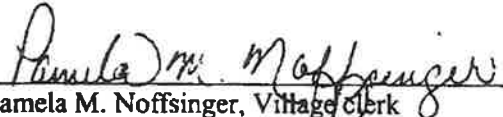
466602

Brent A. Holsinger
Terry J. Halliday

Village Trustees
Greg Watson
Joe Phillips

Daniel J. Greggain
Greg Lyons

I, Pamela M. Noffsinger certify that I am the duly elected and acting Village Clerk of the Village of Coal City, Illinois, and I further certify that this is a true and correct copy of Ordinance 06-09 passed and approved by the Corporate Authorities of the Village of Coal City, on the 6th day of March, 2006.


Pamela M. Noffsinger, Village Clerk

(Seal)

EXHIBIT 3

AMENDED ANNEXATION PROPERTY

attached on following pages

ANNEXATION PLAT COAL CITY, ILLINOIS

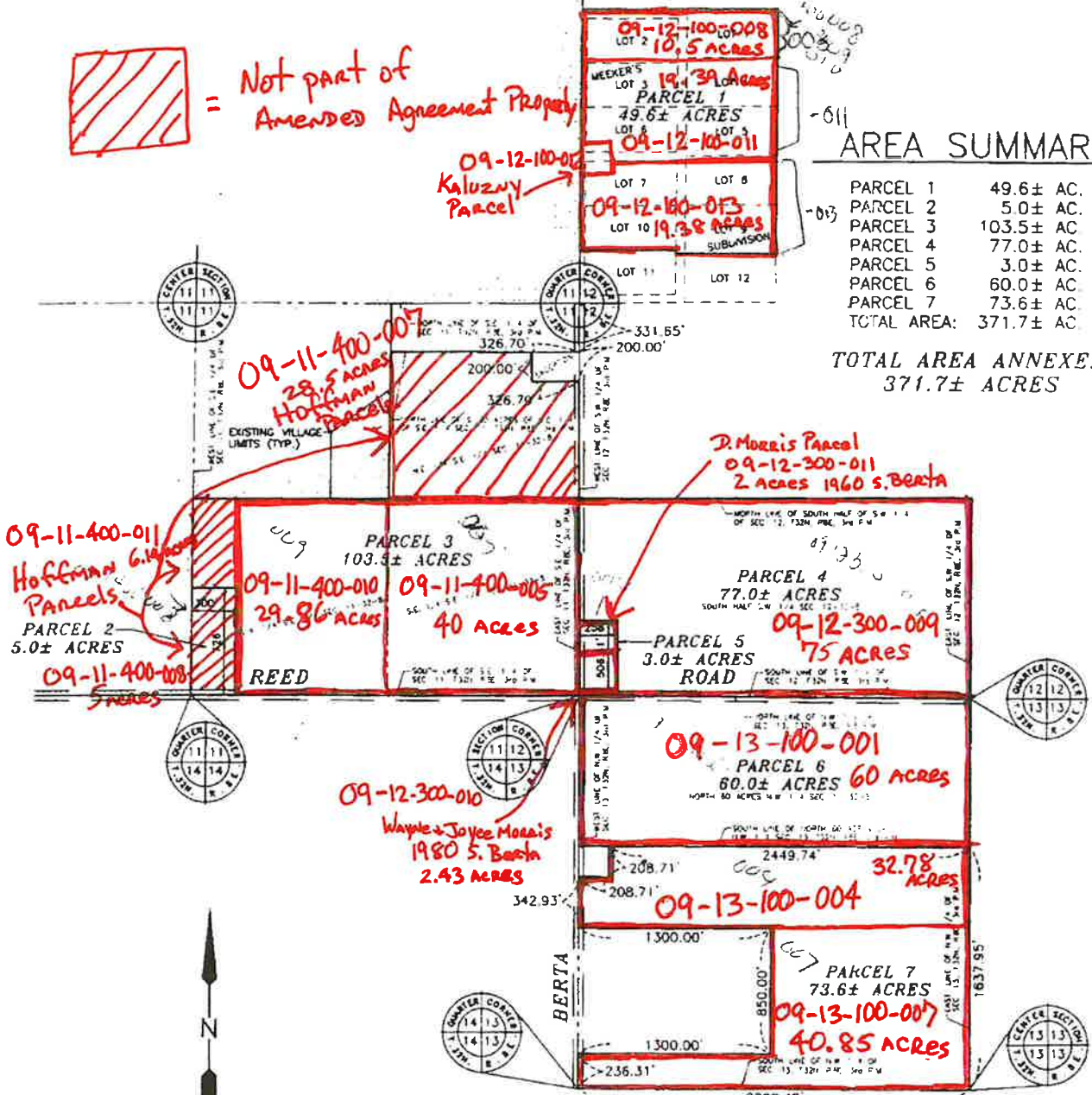
456602

 = Not part of Amended Agreement Property

AREA SUMMARY

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SCALE: 1 = 1000	ANNEXATION PLAT COAL CITY, ILLINOIS	
DATE: 3/2/06	DRAWN BY: MAB	FILE NO.: