

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 22, 2026

RE: ANNEXATION OF 320 W. DIVISION

The homeowners at 320 W. Division located at the northwest corner of Division and Mary Streets, whom already receive water utility service from the Village would like to retain sanitary service as well. Discussion with these homeowners have taken place in the past regarding annexation, but connecting to the village's sanitary service is beneficial at this time. The increased cost of municipal services that comes along with incorporation has dissuaded the owners to annex in the past, but this evening's agreement has been proposed by which the \$3,100 tap-on fee to be paid prior to connection can be reimbursed with the proceeds to be provided to the Village of Coal City from initial property tax payments across the first 2-3 years of incorporation within Coal City.

There is to be no zoning change for this property upon incorporation due to currently being residential in excess of the minimum size required for RS1 zoning within the village code. Upon annexation it will become RS1. This evening's pre-annexation agreement public hearing provides an opportunity to consider its terms. Since the tap-on was paid up front, work took place to install the new tap under Public Works supervision last week.

The Board will finalize incorporation of the property upon its consideration during the Board Meeting portion of tonight's meeting. These items are being considered this evening because they were a part of the required public notice in order to conduct the public hearing. Following the public hearing, the Board may consider the adoption of the annexation agreement followed by the ordinance incorporating the property.



Recommendation:

- 1.) Adopt Ordinance No. ____: Approving the Pre-Annexation Agreement regarding the annexation of 320 W. Division.
- 2.) Adopt Ordinance No. ____: Approving the Annexation of 320 W. Division.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION
AGREEMENT WITH CHAD AND DANA GRUNWALD CONCERNING 2.13 ACRES
AT THE NORTHWEST CORNER OF MARY & DIVISION IN UNINCORPORATED
GRUNDY COUNTY, ILLINOIS**

(PIN# 06-34-451-004)

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 _____, 2026

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION
AGREEMENT WITH CHAD AND DANA GRUNWALD CONCERNING 2.13 ACRES
AT THE NORTHWEST CORNER OF MARY & DIVISION IN UNINCORPORATED
GRUNDY COUNTY, ILLINOIS**

(PIN# 06-34-451-004)

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, 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 Chad and Dana Grunwald (cumulatively, “*Owners*”) concerning approximately 2.13 acres of real property commonly known as 320 W. Division, Grundy County, Illinois, PIN 06-34-451-004 and legally described in **Exhibit A**, situated at the northwest corner of West Division and North Mary Streets in unincorporated Grundy County, Illinois; and

WHEREAS, the Property, together with any public streets or highways contiguous to or within the said Property that have not been previously annexed to any municipality, are included with said annexation by operation of law and 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, as more fully provided in the Annexation Agreement appended hereto to as **Exhibit B** (“*Agreement*”); and

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

WHEREAS, the Agreement has been negotiated between the Village and Owners concerning the terms governing 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,

WHEREAS, pursuant to due notice and publication in the *Coal City Courant* on July 1, 2026, which was not less than 15 days before the public hearing as provided by the Illinois Municipal Code (a copy of the Certificate of Publication is attached hereto as **Exhibit C**), the Agreement was submitted to the Village President and Board of Trustees (cumulatively, the “*Corporate Authorities*”) and a duly-noticed public hearing was held thereon on July 22, 2026, 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, at the public hearing, all those members of the public desiring to give testimony were given the opportunity to do so;

WHEREAS, the Agreement has been submitted to Owners for review and consideration and the Owners have undertaken all actions required by law prior to the execution of this Agreement in order to make the same binding upon Owners; and

WHEREAS, the Owners 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. Approval, Execution. The Village Board hereby approves the Agreement. The Village President is hereby authorized and directed to execute, and the Village Clerk is hereby authorized and directed to attest the Agreement on behalf of the Village, and the Village Administrator is authorized to implement and enforce the Annexation Agreement's terms.

B. Recordation. The Village Clerk is authorized and directed to record 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 (i) its passage and approval by a two-thirds supermajority vote of the Corporate Authorities in office, and publication in the manner provided by law and (ii) recordation at the Grundy County Recorder's Office of this Ordinance; provided, however, that this Ordinance shall be of no force or effect until after the Annexation Agreement has been (a) executed by the Village and the Owners and (b) recorded against the Property.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.

SO ORDAINED this _____ day of _____, 2026, at Coal City,

Grundy and Will Counties, Illinois by roll call vote as follows:

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 _____, 2026.

VILLAGE OF COAL CITY

David A. Spesia, President

Attest:

Kayla Melvin, Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Common Address – 320 West Division

A PLOT OF LAND BEGINNING AT A POINT 60 FEET WEST OF THE SOUTHWEST CORNER OF LOT 13 IN BLOCK 2 OF TROTTER'S SUBDIVISION OF THE SOUTH 470 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 33 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, GRUNDY COUNTY, ILLINOIS, THENCE WEST 250 FEET, THENCE NORTH 410 FEET FROM THE CENTER OF THE HIGHWAY, THENCE EAST 250 FEET, THENCE SOUTH 410 FEET TO THE POINT OF BEGINNING, ALL BEING SITUATED IN THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 33 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT COAL AND OTHER MINERALS UNDERLYING SAID PREMISES AND THE RIGHT TO MINE AND REMOVE THE SAME); IN GRUNDY COUNTY, ILLINOIS.

EXCEPT THE FOLLOWING PARCELS OF LAND:

THE EAST 100 FEET OF THE NORTH 100 FEET OF THE FOLLOWING DESCRIBED PROPERTY: BEGINNING 60 FEET WEST AND 30 FEET SOUTH OF THE SOUTHWEST CORNER OF LOT 13 IN BLOCK 2, TROTTER'S SUBDIVISION OF THE SOUTH 470 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 33 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE WEST ALONG THE CENTER OF THE HIGHWAY 250 FEET, THENCE NORTH 410 FEET, THENCE EAST 250 FEET, THENCE SOUTH 410 FEET TO THE POINT OF BEGINNING, (EXCEPT COAL AND OTHER MINERALS UNDERLYING SAID PREMISES AND THE RIGHT TO MINE AND REMOVE THE SAME); IN GRUNDY COUNTY, ILLINOIS.

AND

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 33 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING 60 FEET WEST AND 30 FEET SOUTH OF THE SOUTHWEST CORNER OF LOT 13 IN BLOCK 2 OF TROTTER'S SUBDIVISION OF THE SOUTH 470 FEET OF SAID EAST HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH PARALLEL WITH SAID LOT 13, 410 FEET TO THE POINT OF BEGINNING; THENCE WEST 100 FEET; THENCE NORTH 5 FEET; THENCE EAST 100 FEET; THENCE SOUTH 5 FEET TO THE POINT OF BEGINNING, (EXCEPT COAL AND OTHER MINERALS UNDERLYING SAID PREMISES AND THE RIGHT TO MINE AND REMOVE THE SAME); IN GRUNDY COUNTY, ILLINOIS.

EXHIBIT B

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

ANNEXATION AGREEMENT

By and Between

THE VILLAGE OF COAL CITY, ILLINOIS

AND

CHAD AND DANA GRUNWALD

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

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____ 2026, by and between the VILLAGE OF COAL CITY, an Illinois municipal corporation, located in Grundy County and Will County, Illinois (the "**Village**") and Chad and Dana Grunwald ("**Owners**"). The Village and Owners may each be referred to as a "**Party**" and be collectively referred to as the "**Parties**".

SECTION 1. RECITALS.

- A. Owners own certain approximately +/- 2.13 acres of real property commonly known as 320 W. Division, Grundy County, Illinois, PIN No. 06-34-451-004 and legally described in **Exhibit A** (the "**Property**").
- B. The Property is located at the northwest corner of West Division and North Mary Streets in unincorporated Grundy County, Illinois.
- C. The Property is adjacent to the corporate boundaries of the Village of Coal City to the east and south and is contiguous thereto.
- D. Following approval of the annexation agreement by the Village Board at a Board meeting immediately following the hearing on the annexation agreement, it is anticipated the property will be annexed to the Village of Coal City.
- E. By operation of local ordinance, the Property will be zoned as RS-1 Single Family Residential immediately upon annexation without further action taken by the Village Board.
- F. The Property is improved with a single-family residence and detached garage.
- G. The Property, extending to the far side of all adjacent portions of West Division Street and North Mary Street (cumulatively, the "**Territory**"), is depicted and legally described on the Plat of Annexation prepared by Chamlin Engineering, dated July 6, 2026 and attached hereto as **Exhibit B** ("**Plat of Annexation**").
- H. The Property is contiguous to the Village's boundaries and is not located within the corporate limits of any municipality.
- I. Owner desires to annex the Territory as shown in the Plat of Annexation into the Village, pursuant to the terms and conditions of this Agreement; and
- J. Owner has filed a duly executed and authorized annexation petition with the Village Clerk signed by all of the owners of record of the Property, and by a majority of all electors residing thereon, if any.

- K. Owners desire to connect to the Village's water and sewer system following annexation and the Village agrees to authorize such connection and thereafter provide water and sewer utility service to the Property in accordance with the terms and conditions of this Agreement.
- L. Pursuant to the Village Code, immediately upon annexation, the Property is automatically designated to be within the RS-1 Single-Family Residential zoning district. The Parties mutually agree that his designation is consistent with the existing and planned future use of the Property. Moreover, the Parties agree that Owners shall be permitted to continue the existing use of the Property as a valid permitted use following annexation. The Parties further agree that if the Village should subsequently alter the zoning classification of the Property or otherwise amend the Zoning Code to modify the permitted and specially permitted uses of the Property in any manner, Owners and successors in interest may continue the present single-family residential use of the Property as a legal non-conforming use.
- M. The Parties have negotiated the terms of a property tax rebate for the Property capped at a maximum aggregate total of \$3,100.00 as set forth more particularly hereinafter.
- N. Owners have represented to the Village that, without the assistance of the Village as set forth in this Agreement, annexing into the Village would not be desirable.
- O. The Village has authority pursuant to 65 ILCS 5/11-15.1-2(e-5) and 35 ILCS 200/18-165 to abate real estate property taxes, which necessarily includes the lesser authority to refrain from abatement but to rebate the Village portion of property taxes to Owners and successors in interest following collection as an alternative method of administration.
- P. Owners desires to annex the Property into the Village, and the Village has considered the Property and believes it would make a valuable addition to the Village.
- Q. The Owners have agreed to enter into an annexation agreement setting forth the terms for the future voluntary annexation to the Village.
- R. The Property is not presently located within the corporate limits of any municipality but is contiguous to the Village, as provided in 65 ILCS 5/7-1-1, *et seq.*
- S. The Parties are authorized to enter into this Agreement pursuant to the provisions of 65 ILCS 5/11-15.1-1 *et seq.* and desire to enter into a binding annexation agreement governing the annexation of the Property as set forth herein.
- T. The Village has agreed to have the Territory annexed into the Village subject to the provisions of this Agreement.
- U. 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.

- V. 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.
- W. The Agreement has been submitted to Owners 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.
- X. 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.
- Y. 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, commencing as of the Effective Date.

SECTION 4. ANNEXATION OF THE PROPERTY.

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

B. Adoption of Annexation Ordinance.

Immediately following lawful adoption of an ordinance approving this Agreement and entry into same, 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 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.

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. PROPERTY TAX REBATE EQUIVALENT TO SANITARY SEWER TAP-ON FEE.

The Village shall rebate the portion of the general real estate taxes assessed on the Property, paid by Owners and disbursed to the Village (“**Village Property Tax Share**”) corresponding to taxes paid on the Property beginning with the second installment of the 2026 tax bill (payable in fall, 2027) and each subsequent installment of the Village Property Tax Share until the aggregate total of the sums rebated by the Village to the Owners equal \$3,100.00, at which point the Village shall have satisfied in full the obligations set forth in this Section 5 and no further property tax relief is due hereunder.

SECTION 6. SANITARY SEWER CONNECTION AND TAP-ON FEE.

The Property is serviced by the Village’s waterworks system but not yet connected to the Village’s sanitary sewer system. Owners desire to immediately connect to the Village’s sanitary sewer system and be served thereby upon the Effective Date of Annexation and the Village is willing to authorize such connection in return for upfront payment of the Village’s \$3,100.00 sanitary sewer tap-on fee. In addition to any sewer tap-on fee, the Parties agree that Owners shall pay any and all customary rates, charges and fees, including without limitation, a water or sewer capacity user fee, if and when such charges become due in the ordinary course of business in accordance with Section 51-49(A)(2) and any other relevant provisions of the Village Code, as amended from time to time.

SECTION 7. AGREEMENT COSTS RECOVERABLE.

- A. Negotiation and Review Fees. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement or by any applicable federal, state, and local laws, statutes, codes, ordinances, resolutions, orders, rules, and regulations, as amended (“**Legal Requirements**”), the Owners shall pay to the Village, immediately after presentation of a written demand or demands for payment, all legal, engineering, and other consulting or administrative fees, costs, and expenses incurred or accrued in connection with the negotiation, preparation, consideration,

drafting, recording, review or preparation of plats of annexation and legal notices associated with Owner's petition for annexation, this Agreement or the annexation of the Property ("**Annexation Expenses**"). The Parties agree that Owner's liability for Annexation Expenses shall be capped at a maximum of \$1,000.00. Payment of all fees, costs, and expenses for which demand has been made, up to the \$1,000.00 agreed-upon limit, but payment has not been received by the Village prior to execution of this Agreement, shall be made contemporaneous with, and as a condition precedent to, the execution of this Agreement by the Village.

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.

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

SECTION 10. 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 annexation or 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 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. 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 11. DEFAULT AND REMEDIES.

A. Procedure for Declaring Defaults. Except as otherwise provided, in the event of a breach or violation of any material term, representation, warranty, covenant, agreement, or

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

B. Remedies for Events of Default. Except where a particular remedy is specified in this Agreement for a specific Default or Event of Default, the Parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Owner agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation or execution 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 12. 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 at the Village's expense, and all contracts and deeds of conveyance relating to the Property, or any part thereof, shall be subject to the provisions of this Agreement.

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

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

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

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

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

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

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

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

Chad & Dana Grunwald
320 W. Division
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, 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, B and C, 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. **Owners.** Owners hereby represent to the Village that they are the lawful owners of the Property and are therefore the only persons who may encumber the Property with this Agreement.

P. Counterparts/Facsimile. This Agreement may be executed be executed via electronic signatures, or via email scan or facsimile, and may further be signed 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. SIGNATURE PAGE
FOLLOWS.***

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

VILLAGE OF COAL CITY:

By: _____

President David A. Spesia

Date: _____

ATTEST:

By: _____

Kayla Melvin, Village Clerk

OWNERS:

CHAD and DANA GRUNWALD

Chad Grunwald

Date: _____

Dana Grunwald

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Common Address -- 320 West Division

A PLOT OF LAND BEGINNING AT A POINT 60 FEET WEST OF THE SOUTHWEST CORNER OF LOT 13 IN BLOCK 2 OF TROTTER'S SUBDIVISION OF THE SOUTH 470 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 33 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, GRUNDY COUNTY, ILLINOIS, THENCE WEST 250 FEET, THENCE NORTH 410 FEET FROM THE CENTER OF THE HIGHWAY, THENCE EAST 250 FEET, THENCE SOUTH 410 FEET TO THE POINT OF BEGINNING, ALL BEING SITUATED IN THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 33 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT COAL AND OTHER MINERALS UNDERLYING SAID PREMISES AND THE RIGHT TO MINE AND REMOVE THE SAME); IN GRUNDY COUNTY, ILLINOIS.

EXCEPT THE FOLLOWING PARCELS OF LAND:

THE EAST 100 FEET OF THE NORTH 100 FEET OF THE FOLLOWING DESCRIBED PROPERTY: BEGINNING 60 FEET WEST AND 30 FEET SOUTH OF THE SOUTHWEST CORNER OF LOT 13 IN BLOCK 2, TROTTER'S SUBDIVISION OF THE SOUTH 470 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 33 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE WEST ALONG THE CENTER OF THE HIGHWAY 250 FEET, THENCE NORTH 410 FEET, THENCE EAST 250 FEET, THENCE SOUTH 410 FEET TO THE POINT OF BEGINNING, (EXCEPT COAL AND OTHER MINERALS UNDERLYING SAID PREMISES AND THE RIGHT TO MINE AND REMOVE THE SAME); IN GRUNDY COUNTY, ILLINOIS.

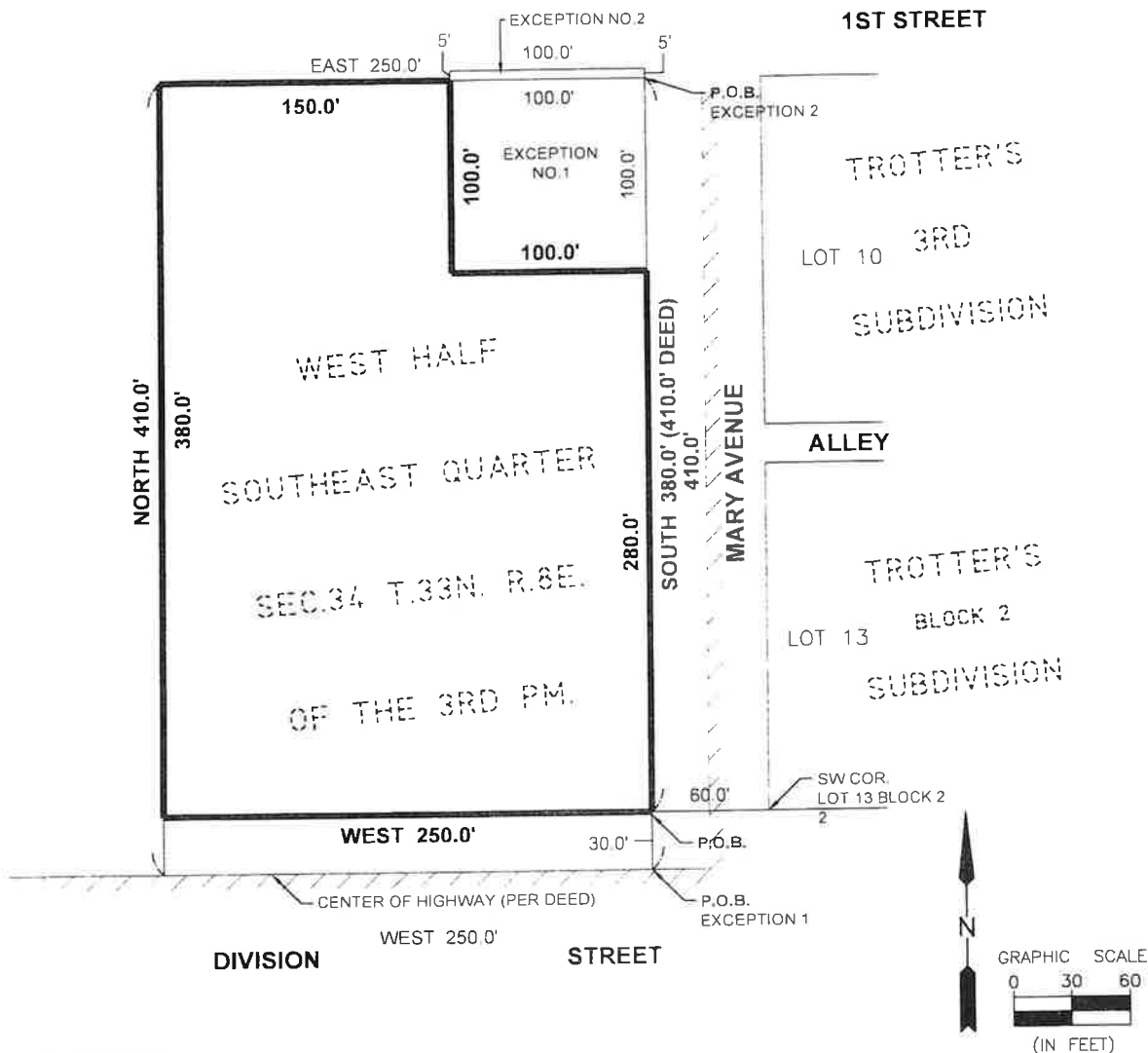
AND

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 33 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING 60 FEET WEST AND 30 FEET SOUTH OF THE SOUTHWEST CORNER OF LOT 13 IN BLOCK 2 OF "TROTTER'S SUBDIVISION OF THE SOUTH 470 FEET OF SAID EAST HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH PARALLEL WITH SAID LOT 13, 410 FEET TO THE POINT OF BEGINNING; THENCE WEST 100 FEET; THENCE NORTH 5 FEET; THENCE EAST 100 FEET; THENCE SOUTH 5 FEET TO THE POINT OF BEGINNING, (EXCEPT COAL AND OTHER MINERALS UNDERLYING SAID PREMISES AND THE RIGHT TO MINE AND REMOVE THE SAME); IN GRUNDY COUNTY, ILLINOIS.

EXHIBIT B

PLAT OF ANNEXATION

[attached on following page]



LEGAL DESCRIPTION

A PLOT OF LAND BEGINNING AT A POINT 60 FEET WEST OF THE SOUTHWEST CORNER OF LOT 13 IN BLOCK 2 OF TROTTER'S SUBDIVISION OF THE SOUTH 470 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 34 TOWNSHIP 33 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, GRUNDY COUNTY, ILLINOIS, THENCE WEST 250 FEET, THENCE NORTH 410 FEET FROM THE CENTER OF THE HIGHWAY, THENCE EAST 250 FEET, THENCE SOUTH 410 FEET TO THE POINT OF BEGINNING, ALL BEING SITUATED IN THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 34 TOWNSHIP 33 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT COAL AND OTHER MINERALS UNDERLYING SAID PREMISES AND THE RIGHT TO MINE AND REMOVE THE SAME) IN GRUNDY COUNTY, ILLINOIS.

EXCEPT THE FOLLOWING PARCELS OF LAND

EXCEPTION NO. 1

THE EAST 100 FEET OF THE NORTH 100 FEET OF THE FOLLOWING DESCRIBED PROPERTY, BEGINNING 60 FEET WEST AND 30 FEET SOUTH OF THE SOUTHWEST CORNER OF LOT 13 IN BLOCK 2, TROTTER'S SUBDIVISION OF THE SOUTH 470 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 34 TOWNSHIP 33 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE WEST ALONG THE CENTER OF THE HIGHWAY 250 FEET, THENCE NORTH 410 FEET, THENCE EAST 250 FEET, THENCE SOUTH 410 FEET TO THE POINT OF BEGINNING, (EXCEPT COAL AND OTHER MINERALS UNDERLYING SAID PREMISES AND THE RIGHT TO MINE AND REMOVE THE SAME) IN GRUNDY COUNTY, ILLINOIS.

AND

EXCEPTION NO. 2

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 34 TOWNSHIP 33 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING 60 FEET WEST AND 30 FEET SOUTH OF THE SOUTHWEST CORNER OF LOT 13 IN BLOCK 2 OF TROTTER'S SUBDIVISION OF THE SOUTH 470 FEET OF SAID EAST HALF OF SAID SOUTHEAST QUARTER, THENCE NORTH PARALLEL WITH SAID LOT 13, 410 FEET TO THE POINT OF BEGINNING, THENCE WEST 100 FEET, THENCE NORTH 5 FEET, THENCE EAST 100 FEET, THENCE SOUTH 5 FEET TO THE POINT OF BEGINNING, (EXCEPT COAL AND OTHER MINERALS UNDERLYING SAID PREMISES AND THE RIGHT TO MINE AND REMOVE THE SAME) IN GRUNDY COUNTY, ILLINOIS.

PIN 06-34-451-004

PROPERTY ADDRESS 320 W DIVISION ST COAL CITY IL 60416

LEGEND

- BOUNDARY OF SURVEY
- LOT LINE
- COAL CITY VILLAGE LIMITS
- (XX.XX) RECORD DIMENSION

SURVEYOR'S CERTIFICATE

We, Chamlin & Associates, Inc., do hereby certify that the within plat is a true and correct representation of a survey made under our direction.

Dated this 6th day of July, A.D. 2025

Michael W. Soenksen

Michael W. Soenksen
Professional Land Surveyor
No. 035-003209



Chamlin & Associates
ENGINEERS • SURVEYORS • PLANNERS

218 W. Lafayette Street
Chicago, IL 60601
312.434.7225
www.chamlin.com
Professional Design Firm
License #18-0001117
© Copyright 2024
All Rights Reserved

ANNEXATION PLAT

PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 33 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, GRUNDY COUNTY, ILLINOIS.

PREPARED FOR
VILLAGE OF COAL CITY

DATE	7-06-2024
FIELDDRAWN	NONE DONE
REVISED	DATE
DRAWN BY	CS
CHECKED BY	MWS
JOB NUMBER	J400410
SHEET	1 OF 1

EXHIBIT C

ANNEXATION ORDINANCE

[attached on following pages]

EXHIBIT C

Certificate of Publication of Annexation Agreement Hearing Notice

ATTACHED ON THE FOLLOWING PAGE

CERTIFICATE OF PUBLICATION

STATE OF ILLINOIS } Ss.
County of Grundy,

Certificate of the Publisher

Free Press Newspapers certifies that it is the publisher of the Coal City Courant

Coal City Courant is a secular newspaper, has been continuously published **weekly** for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the city of Coal City, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5. A notice, relating to the matter of:

Village of Coal City hearing to consider annexation agreement of 2.13 acres on West Division Street

a true copy of which is attached, was published one times in Coal City Courant, namely one time per week for one successive weeks. The first publication of the notice was made in the newspaper, dated and published on July 1, 2026, and the last publication of the notice was made in the newspaper dated and published on July 1, 2026. This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1. In witness, the Free Press Newspapers has signed this certificate by **Eric D. Fisher**, its publisher, at Coal City, Illinois, on July 1, 2026.

Free Press Newspapers

By Eric D. Fisher Publisher
Eric D. Fisher

Printer's Fee \$ 84.00

Coal City hearing to consider annexation agreement of 2.13 acres on West Division Street

PUBLIC NOTICE

VILLAGE OF COAL CITY
PUBLIC NOTICE REGARDING A HEARING TO CONSIDER
ANNEXATION AGREEMENT AND ANNEXATION OF CERTAIN PROPERTY
PUBLIC NOTICE IS HEREBY GIVEN that the Village Board of the Village of Coal City will conduct a public hearing on July 22, 2026, at 7:00 p.m., in the Coal City Village Hall, 515 S. Broadway Street, Coal City, Illinois, for the purpose of considering and hearing testimony as to a proposed annexation agreement for the property consisting of approximately 2.13 acres of real property utilized primarily for agricultural purposes in addition to some residential dwelling units located at the northwest corner of Broadway & Division adjacent to Coal City, Illinois, identified with PIN #s 06-34-451-004. The property, with street address 320 W Division is owned by Chad and Dana Grunwald. Following approval of the annexation agreement by the Village Board at a Board meeting immediately following the hearing on the annexation agreement, it is anticipated the property will be annexed to the Village of Coal City. The property will be zoned as RS-1 Single Family Residential immediately upon annexation.

A copy of the proposed annexation agreement and map of the impacted property is on file with the Village Clerk. You are further notified that the proposed annexation agreement may be changed, altered, modified, amended, or redrafted in its entirety after the public hearing.

All interested parties are invited to attend the public hearing and be heard at the time and place listed above. Additional information about the proposed annexation agreement and the public hearing are available from the Village of Coal City at (815) 834-8808. The hearing may be continued by the Village Board without further publication of notice.

Published by order of the Corporate Authorities of the Village of Coal City, Grundy and Will Counties, Illinois.

/s/ Kayla Melvin, Village Clerk
Village of Coal City

Published in the Coal City Courant on July 1, 2026

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE ANNEXING 320 W. DIVISION STREET, GRUNDY COUNTY,
ILLINOIS, PIN 06-34-451-004, TO THE VILLAGE OF COAL CITY, GRUNDY AND
WILL COUNTIES, ILLINOIS**

(2.13 acres at northwest corner of West Division and North Mary Streets)

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 _____, 2026

ORDINANCE NUMBER _____

AN ORDINANCE ANNEXING 320 W. DIVISION STREET, GRUNDY COUNTY,
ILLINOIS, PIN 06-34-451-004, TO THE VILLAGE OF COAL CITY, GRUNDY AND
WILL COUNTIES, ILLINOIS

(2.13 acres at northwest corner of West Division and North Mary Streets)

WHEREAS, the Village of Coal City (“*Village*”) is an Illinois non-home rule municipal corporation, organized and operating pursuant to the Constitution and laws of the State of Illinois and may exercise delegated statutory and Constitutional powers and such powers as are necessarily implied therefrom;

WHEREAS, the Village has received a petition for annexation from Chad and Dana Grunwald (cumulatively, “*Owners*”) concerning approximately 2.13 acres of real property commonly known as 320 W. Division, Grundy County, Illinois, PIN 06-34-451-004 and legally described in **Exhibit A**, situated at the northwest corner of West Division and North Mary Streets in unincorporated Grundy County, Illinois;

WHEREAS, the Property, together with any public streets or highways contiguous to or within the said Property that have not been previously annexed to any municipality are included with said annexation by operation of law shall be cumulatively known as the “*Territory*”;

WHEREAS, the Territory is located in unincorporated Grundy County, Illinois, and is contiguous to and bounded by incorporated Village of Coal City to the south and east;

WHEREAS, all electors residing within the said Territory have executed the petition for annexation;

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

WHEREAS, the portions of West Division and North Mary Streets abutting the Property are already subject to the Village’s jurisdiction due to its pre-existing corporate boundaries; and

WHEREAS, the Village does not offer library or fire protection services;

WHEREAS, as a consequence of the foregoing two paragraphs, legal notices regarding the intention of the Village to annex said Territory were not required to be transmitted to any public bodies under the provisions of Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1;

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 to the Property;

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 into the Village, 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 Territory, indicated on a plat of annexation appended hereto as **Exhibit B** 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 Affidavit of Notice, the latter of which is attached hereto as **Exhibit C**. 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 Annexation Territory 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.

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.

SO ORDAINED this _____ day of _____, 2026, at Coal City,

Grundy and Will Counties, Illinois by roll call vote as follows:

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 _____, 2026.

VILLAGE OF COAL CITY

David A. Spesia, President

Attest:

Kayla Melvin, Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Common Address – 320 West Division

A PLOT OF LAND BEGINNING AT A POINT 60 FEET WEST OF THE SOUTHWEST CORNER OF LOT 13 IN BLOCK 2 OF TROTTER'S SUBDIVISION OF THE SOUTH 470 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 33 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, GRUNDY COUNTY, ILLINOIS, THENCE WEST 250 FEET, THENCE NORTH 410 FEET FROM THE CENTER OF THE HIGHWAY, THENCE EAST 250 FEET, THENCE SOUTH 410 FEET TO THE POINT OF BEGINNING, ALL BEING SITUATED IN THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 33 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT COAL AND OTHER MINERALS UNDERLYING SAID PREMISES AND THE RIGHT TO MINE AND REMOVE THE SAME); IN GRUNDY COUNTY, ILLINOIS.

EXCEPT THE FOLLOWING PARCELS OF LAND:

THE EAST 100 FEET OF THE NORTH 100 FEET OF THE FOLLOWING DESCRIBED PROPERTY: BEGINNING 60 FEET WEST AND 30 FEET SOUTH OF THE SOUTHWEST CORNER OF LOT 13 IN BLOCK 2, TROTTER'S SUBDIVISION OF THE SOUTH 470 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 33 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE WEST ALONG THE CENTER OF THE HIGHWAY 250 FEET, THENCE NORTH 410 FEET, THENCE EAST 250 FEET, THENCE SOUTH 410 FEET TO THE POINT OF BEGINNING, (EXCEPT COAL AND OTHER MINERALS UNDERLYING SAID PREMISES AND THE RIGHT TO MINE AND REMOVE THE SAME); IN GRUNDY COUNTY, ILLINOIS.

AND

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 33 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING 60 FEET WEST AND 30 FEET SOUTH OF THE SOUTHWEST CORNER OF LOT 13 IN BLOCK 2 OF "TROTTER'S SUBDIVISION OF THE SOUTH 470 FEET OF SAID EAST HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH PARALLEL WITH SAID LOT 13, 410 FEET TO THE POINT OF BEGINNING; THENCE WEST 100 FEET; THENCE NORTH 5 FEET; THENCE EAST 100 FEET; THENCE SOUTH 5 FEET TO THE POINT OF BEGINNING, (EXCEPT COAL AND OTHER MINERALS UNDERLYING SAID PREMISES AND THE RIGHT TO MINE AND REMOVE THE SAME); IN GRUNDY COUNTY, ILLINOIS.

EXHIBIT B

PLAT OF ANNEXATION

[appended on following page]

EXHIBIT C

AFFIDAVIT AS TO NOTICE OF ANNEXATION PURSUANT TO 65 ILCS 5/7-1-1

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

I, **Mark R. Heinle**, being duly sworn, state as follows:

1. I am an attorney for the Village of Coal City.
2. The Village of Coal City has annexed certain contiguous unincorporated territory, consisting of approximately +/- 2.13 acres of real property commonly known as 320 W. Division, Grundy County, Illinois, PIN 06-34-451-004 (the "Property"), situated at the northwest corner of West Division and North Mary Streets in unincorporated Grundy County, Illinois.
3. The Property, together with public streets or highways contiguous to or within the said Property that have not been previously annexed to any municipality comprise the "Annexation Territory."
4. The Village of Coal City does not provide fire protection services to the Annexation Territory.
5. The Village of Coal City does not provide library services to the Annexation Territory, which is also not served by a public library district.
6. The Annexation Territory includes portions of West Division and North Mary Streets abutting the Property that were already subject to the Village of Coal City's jurisdiction prior to the annexation of the Property.
7. Illinois law does not require the Village to provide pre-annexation notice to officials from any fire protection district or library district because the Village's annexation of the Annexation Territory will not result in any jurisdictional changes for any fire protection or library districts since the Village does not provide those services within the Annexation Territory.
8. Illinois law does not require the Village to provide pre-annexation notice to officials from any township because no township or other governmental entity other than the Village has jurisdiction over any rights-of-way that are being annexed into the Village as a re
9. If called to testify, I will testify consistent with the above.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE
FOLLOWS.

FURTHER AFFIANT SAYETH NOT.

Signature of Affiant

Date

Subscribed and sworn to (or affirmed) before me by the above-named Affiant, who is to me personally known, on this _____ day of _____, 2026.

[Faint signature]

Signature of Notary Public