

COAL CITY VILLAGE BOARD MEETING

**WEDNESDAY
AUGUST 22, 2018
7 p.m.**

(immediately following the Public Hearing)

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

AGENDA

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Minutes
August 8, 2018 Public Hearing
August 8, 2018 Regular Meeting
4. Approval of Warrant List
5. Public Comment

- | | |
|--------------------------------|---|
| 6. Ordinance 18-17 | Execution of Annexation Agreement
Hoffman Holding, LLC
1535 S. Berta Road |
| 7. Ordinance 18-20 | Annexing Territory to Coal City
1535 S. Berta Road |
| 8. Ordinance 18-21 | Approving an Amended Preliminary and
Final Planned Unit Development Plan and
Plat, Industrial Rezoning, and Conditional
Use Authorizing Railroad Rights of Way And
Trackage and Accessory Uses, Buildings and
Structures Thereto For The Phased Develop-
ment and Use of a Rail-Served Transloading
Facility, Trucking and Warehouse Operation
On Approximately 156 Acres of Real
Property Located Between Reed and Spring
Roads and Between Broadway and Berta
Roads in Coal City, IL |
| 9. Resolution 18-26 | Supporting Community Development
Block Grant Housing Rehabilitation
Program |
| 10. Report of Mayor | |
| 11. Report of Trustees: | S. Beach
T. Bradley
D. Spesia
D. Greggain
R. Bradley
N. Nelson |
| 12. Report of Village Clerk | |
| 13. Report of Village Attorney | |

14. Report of Village Engineer

15. Report of Chief of Police

16. Report of Village Administrator

17. Executive Session to Discuss Acquisition of Property per ILCS 5 120/2(c)(5)

18. Adjourn

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION
AGREEMENT WITH HOFFMAN PROPERTY HOLDING, LLC, CONCERNING
CERTAIN TERRITORY IN UNINCORPORATED GRUNDY COUNTY, ILLINOIS
(1535 S. BERTA ROAD)**

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

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
DAVID SPESIA
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Coal City
on _____, 2018

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION
AGREEMENT WITH HOFFMAN PROPERTY HOLDING, LLC, CONCERNING
CERTAIN TERRITORY IN UNINCORPORATED GRUNDY COUNTY, ILLINOIS
(1535 S. BERTA ROAD)**

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 Hoffman Property Holding, LLC, an Illinois limited liability company (“Owner”) concerning certain real property consisting of approximately ten (10) acres and commonly known as 1535 S. Berta Road in unincorporated Grundy County, Illinois, bearing property index number 09-11-400-003, together with any public streets or highways adjacent to or within the said territory described below that have not been previously annexed to any municipality, and legally described as follows:

THE NORTH QUARTER OF THE NORTH HALF OF THE EAST HALF OF THE
SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 32 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.

(the “Property”); and

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

WHEREAS, the parties to the proposed annexation agreement are desirous to establish the terms and conditions by which any annexation of the Territory would be accomplished, including without limitation, the zoning, use and development of the Territory and certain other terms and conditions as more fully provided in the proposed annexation agreement; and

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

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

WHEREAS, pursuant to due notice and publication in the manner provided by the Illinois Municipal Code, the Agreement was submitted to the Village President and Board of Trustees (cumulatively, the "Corporate Authorities") and a public hearing was held thereon on August 8, 2018, and the Village has taken such further action required by the provisions of 65 ILCS 5/11-15.1.3 and the ordinances of the Village relating to the procedure for the authorization, approval and execution of this Agreement by the Village; and

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

WHEREAS, the Owner and the Village are ready, willing, and able to enter into the Agreement and to perform the obligations as required hereunder; and,

WHEREAS, the Village has found and determined that the Agreement is in the best interest of the Village and the health, safety, morals and welfare of its residents, is in accord with valid public purposes and applicable law and is not otherwise prohibited by law or ordinance; and

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

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

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

SECTION 2. Authorization.

A. Execution. The Village President is hereby authorized and directed to execute, and the Village Clerk is hereby authorized and directed to attest an annexation agreement in substantially the form of the Agreement, subject to final review and approval by the Village Attorney.

B. Recordation. The Village Clerk is authorized and directed to record, at the Village's expense, a fully executed copy of the Agreement at the Office of the Recorder of Deeds, Grundy County, Illinois.

SECTION 3. Repealer. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. Saving Clause. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

SECTION 5. Effectiveness. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SO ORDAINED this _____ day of _____, 2018, at Coal City, Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT A

Annexation Agreement

ATTACHED ON THE FOLLOWING PAGES

4819-0130-0847, v. 2

AFTER RECORDING

RETURN TO:

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

This space for Recorder's use only

ANNEXATION AGREEMENT

By and Between

THE VILLAGE OF COAL CITY, ILLINOIS

AND

HOFFMAN PROPERTY HOLDING, LLC

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

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____ 2018, by and between the VILLAGE OF COAL CITY, an Illinois municipal corporation, located in Grundy County and Will County, Illinois (the "Village") and Hoffman Property Holding, LLC, an Illinois limited liability company ("Owner"), title holder of record of the "Property", as hereinafter defined. The Village and Owner may each be referred to as a "Party" and be collectively referred to as the "Parties".

SECTION 1. RECITALS.

- A. Owner is the owner of record of certain real property located at 1535 S. Berta Road in unincorporated Grundy County, Illinois, which property bears property index number 09-11-400-003, and is legally described as follows:

THE NORTH QUARTER OF THE NORTH HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 32 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.

(the "Property").

- B. The Property consists of approximately ten (10) acres, is presently unimproved and is depicted on the Plat of Annexation attached hereto as **Exhibit A** (the "Plat of Annexation").
- C. The Property is not at this time within the corporate limits of any municipality and is wholly unincorporated.
- D. There are no electors residing within the Property.
- E. The Property lies east of and contiguous to the existing corporate limits of the Village.
- F. Pursuant to the terms and conditions hereafter set forth, Owner desires to annex the Property into the Village, together with any public streets or highways adjacent to or within the Property that have not been previously annexed to any municipality, including a part of that certain parcel of real property bearing 09-12-300-007 improved with Berta Road right-of-way, legally described as follows:

THE WEST 30 FEET OF THE NORTH 20 ACRES OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 32 NORTH, RANGE 8 EAST

OF THE THIRD PRINCIPAL MERIDIAN, BRACEVILLE TOWNSHIP,
GRUNDY COUNTY, ILLINOIS.

and the Village has considered the territory aforesaid and believes it would make a valuable addition to the Village.

- G. The Owner has filed a voluntary annexation petition and Plat of Annexation.
- H. The Owner and Village have agreed to enter into an annexation agreement setting forth the terms for the future voluntary annexation to the Village, the use and development of the Property, utility services, subdivision and other related matters, pursuant to the authority and provisions of 65 ILCS 5/7-1-1 *et seq.* and 65 ILCS 5/11-15.1-1 *et seq.* of the Illinois Municipal Code, and upon the terms and conditions contained in this Agreement.
- I. Pursuant to due notice and publication in the manner provided by the Illinois Municipal Code, a proposed annexation agreement similar in substance and in form to this Agreement was submitted to the Village President and Board of Trustees (cumulatively, the "Corporate Authorities") and a public hearing was held thereon, and the Village has taken such further action required by the provisions of 65 ILCS 5/11-15.1.3 and the ordinances of the Village relating to the procedure for the authorization, approval and execution of this Annexation Agreement by the Village.'
- J. The Corporate Authorities have considered the terms and provisions of this Agreement and have, by an ordinance duly adopted by a vote of two-thirds (2/3) or more of the Corporate Authorities then holding office, authorized the President to execute, and the Village Clerk to attest, this Agreement on behalf of the Village.
- K. The Agreement has been submitted to Owner for review and consideration and the Owner has undertaken all actions required by law prior to the execution of this Agreement in order to make the same binding upon Owner.
- L. The Village has found and determined that the Agreement is in the best interest of the Village and the health, safety, morals and welfare of its residents, is in accord with valid public purposes and applicable law and is not otherwise prohibited by law or ordinance.
- M. The Parties have agreed to the terms and conditions set forth in this Agreement as evidenced by the signatures affixed hereto.

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

SECTION 2. INCORPORATION OF RECITALS.

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

SECTION 3. TERM.

This Agreement shall commence on the date this Agreement is fully executed by a duly authorized representative of each Party hereto (the "Effective Date") and shall be binding upon the Parties and their respective successors and assigns, including without limitation any successor owners of the Property, for twenty (20) years from the Effective Date.

SECTION 4. ANNEXATION OF THE PROPERTY.

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

B. Adoption of Annexation Ordinance. On or before the thirtieth (30th) day following the execution of this Agreement by all Parties, the Village President and Board of Trustees of the Village (the "Corporate Authorities") shall proceed, subject to the terms and conditions set forth in this Agreement, to approve an ordinance in substantially the form of the annexation ordinance appended hereto as **Exhibit C** (the "Annexation Ordinance"), annexing the Property and any contiguous rights-of-way which are included with said annexation by operation of law (cumulatively, the "Territory") to the Village pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8. Upon such Annexation Ordinance becoming effective, the Village shall promptly cause the Annexation Ordinance to be recorded at the office of the Recorder of Grundy County, Illinois at Owner's expense.

C. Effectiveness. This Agreement in its entirety, at the option of the Owner, shall be null, void, and of no force and effect unless the Territory is validly annexed to the Village and the Property is validly rezoned and classified in accordance with and as contemplated by this Agreement within thirty (30) days of this Agreement's execution. No action should be taken by the Corporate Authorities to annex the Territory to the Village unless this Agreement has been fully executed by the Parties.

D. Effective date of Annexation. The annexation of the Territory shall occur on the date of recordation of the Annexation Ordinance, all necessary plats, and the affidavit of service of notice as required by the Illinois Municipal Code, 65 ILCS 5/7-1-1.

SECTION 5. ZONING OF THE PROPERTY.

A. The Property shall be zoned Low-Density, Single-Family Residential ("RS-1") initially upon annexation by operation of Section 156.048 of the Village Code concerning the zoning classification of annexed property.

B. The Village's Zoning Board of Appeals ("ZBA") conducted a duly noticed public hearing on July 30, 2018 regarding, *inter alia*, (i) rezoning of the Property to the Village's I-1 Industrial District ("I-1") [the "Rezoning"], (ii) granting a conditional use permit authorizing railroad rights of way and trackage and accessory uses, buildings and structures thereto (cumulatively, "Rail Operations") as conditional uses on the Property [the "Conditional Use"], and (iii) approving an amended preliminary and final preliminary planned unit development plat for Hoffman Transportation prepared by Spaceco Inc. dated April 21, 2017 with a revision date of August 1, 2018, attached hereto as **Exhibit D** (the "Final PUD Plat") that includes the Property as "Parcel 5" [the "PUD"]. The ZBA unanimously recommended approval of the Rezoning, Conditional Use and the PUD. Immediately following annexation of the Property into the Village, the Village agrees to adopt an ordinance approving the Rezoning, Conditional Use, and the PUD, subject to any conditions imposed on such zoning relief by the Corporate Authorities (the "Zoning Relief Ordinance"). The Zoning Relief Ordinance shall be subject to the terms of this Agreement.

SECTION 6. DEVELOPMENT OF THE PROPERTY.

The Parties acknowledge and agree that the Zoning Relief Ordinance shall not authorize any development of the Property and that no development on the Property shall be permitted and no work shall be commenced on the Property until the Owner or subsequent owner or developer of the Property has (i) applied for and obtained any and all zoning relief (including without limitation planned unit development approval for "Phase Two" of the "Project," as such terms are defined in the Zoning Relief Ordinance), building permits, or other development approvals which may be required by the Village or other jurisdictional bodies to develop within and upon the Property (cumulatively, the "Development Approvals") and (ii) entered into a redevelopment agreement with the Village to govern the use and development of the Property (the "RDA"). Such Development Approvals and RDA shall be subject to, and processed in accordance with standards and procedures contained in Village ordinances in effect at the time approval is requested. Except as herein provided or as may be subsequently approved by the Village or agreed to by the Parties, the development and use of the Property shall comply with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.

SECTION 7. TAX INCREMENT FINANCING.

The Property is located adjacent to the existing Coal City Tax Increment Redevelopment Project Area (the "Project Area") established pursuant to the Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, et seq. (the "Act"). The Village agrees to consider inclusion of the Property in an amendment to the Project Area pursuant to the Act, in connection with and furtherance of redevelopment plans for the Property and to finance redevelopment project costs associated with such redevelopment to the extent that the Property meets the statutory eligibility criteria for such inclusion in the Project Area and that such project costs are eligible under the Act, all in accordance with the terms of a redevelopment agreement to be negotiated by and amongst the Parties and in connection with the subsequent development of the Property in accordance with the Development Approvals.

SECTION 8. REDEVELOPMENT AGREEMENT.

The Parties agree to cooperate with one another in good faith in the negotiation of an economic incentive or redevelopment agreement pertaining to the subsequent development of the Property for purposes contemplated within the Zoning Relief Ordinance and in accordance with Development Approvals insofar as the statutory criteria for such incentive or redevelopment agreement are deemed satisfied and in furtherance of public health, safety and welfare.

SECTION 9. FEES.

A. Building and Utility Fees. Except as may otherwise be provided in any redevelopment or economic incentive agreement between the Parties pertaining to the development of the Property, all water and sanitary sewer service connection fees (Sections 51-141 and 51-142 of the Village Code), sewer and water capacity user fees (Section 51-149 of the Village Code), water and sewer impact fees (Section 51-150 of the Village Code), infrastructure fees of \$9,402.83 per acre as set forth in Resolution 09-01, building permit fees (Sections 150-4 and 10-99(F) of the Village Code), engineering and legal consulting fees, and all other applicable fees and costs (collectively, the "Fees") shall be payable by Owner in accordance with the requirements of existing Village ordinances, subject to such increases as may be contained in ordinance or resolution amendments made from time to time, provided that no such increases shall apply to the Property unless they apply to properties in the Village generally. If, during the term of this Agreement, any Fees generally applicable to all properties in the Village or to any particular type of work are reduced, the Fees applicable to the Property and to the type of work being done on the Property shall be reduced correspondingly.

B. Negotiation and Review Fees. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement or by the requirements of law, Owner shall pay to the Village, within 30 days after presentation of a written demand or demands for payment, all reasonable legal, engineering, and other consulting costs and expenses incurred or accrued in connection with this Agreement, the annexation, and review and processing of plans for development of the Property.

SECTION 10. SANITARY/STORM SEWER/POTABLE WATER.

The Property is not now serviced by a water main or sanitary sewer main and Owner shall not be required to hook up to the Village water or sanitary sewer system at the time of annexation of the Property, but shall do so upon development of the Property.

SECTION 11. EASEMENTS.

A. Owner shall grant to the Village public enforcement easements over, on, and across the Property for the purposes of enforcing applicable laws and providing public and emergency services.

B. Owner has reserved a 66' wide public ingress/egress and utility easement over the north 66' of the Property and certain adjacent parcels west of the Property, as depicted on the Final PUD Plat to provide a means of ingress/egress for the use and benefit of the general public

in connection with the future development of the Property, Parcel 2 on the Final PUD Plat and other adjoining properties north of said easement (the "Berta Access Easement"). The Berta Access Easement shall be dedicated to the Village as a public right-of-way for the use and benefit of the general public without charge to the Village promptly following notice by the Village of the subdivision, development or issuance of building permits for the development of the Property, or parcels within or adjacent to the territory depicted on the Final PUD Plat that receive primary ingress/egress access to and from Berta Road. The Berta Access Easement shall further provide for a temporary construction easement over and across the Berta Access Easement for the purpose of enabling the private construction and subsequent public inspection, maintenance and repair of roadways within the Berta Access Easement as per final engineering plans and specifications subsequently submitted by private owner(s) or developer(s) and approved by the Village for the development of Phase Two as defined in the Zoning Relief Ordinance or adjacent properties receiving primary ingress/egress access from and to Berta Road, said grant of rights to authorize the grantee to cut, trim or remove trees, bushes, fences, dirt, rock, soils and such other items as may be reasonably required incident to the rights herein granted.

C. Notwithstanding the foregoing, the Village and Owner agree that neither the Village nor Owner shall be obligated to improve the Berta Access Easement up to the Village's public road standards as a condition precedent of dedication, the Village and Owner acknowledging and agreeing that the intent of the Parties is that the owner or developer of the parcel triggering the dedication as set forth hereinabove shall be responsible for required improvements located within the Berta Access Easement area as a condition precedent of or contemporaneously with such dedication.

D. Owner shall dedicate easements and rights-of-way as set forth herein and such other and further dedications as may be reasonably necessary for the use and development of the Property.

SECTION 12. BERTA RIGHT OF WAY DEDICATION.

Contemporaneously with the dedication of the Berta Access Easement as set forth hereinabove, Owner shall dedicate to the Village a 50' wide strip running along the eastern boundary of the Property to the Village in order to expand the Berta Road right-of-way for roadway widening and utility installation purposes, it being understood by the Parties that the dedication herein provided shall not itself obligate either Party to install improvements therein, but that the responsibility for such improvements shall be reserved for the negotiation of a redevelopment agreement as set forth above.

SECTION 13. PUBLIC IMPROVEMENTS.

A. Public Improvements. Unless otherwise provided in a redevelopment or economic incentive agreement between the Parties, Owner shall be responsible for the construction and installation of those public improvements and utilities, consisting of sanitary and storm sewers, water mains, streets, street lights, signalization, and appurtenant structures, as are needed to adequately service the Property in accordance with applicable Village ordinances and design standards as reflected in the final engineering plans, as may be approved by the Village.

B. Off-Site Property Rights. Unless otherwise provided in a redevelopment or economic incentive agreement between the Parties, Owner shall be responsible for obtaining all off site easements and rights of possession over, under, across or through property not owned by the Village for all public improvements which are reasonably determined by the Village to be reasonably necessary for the development of the Property. In the event Owner is unable to obtain such easements and rights of possession, Owner may request that the Village exercise its power of eminent domain to the extent permissible at law to obtain any such title to real estate, easements and rights of possession required by the Village, which are reasonably acceptable to the Village for the said public improvements; provided, however, that Owner shall pay all costs, expenses, judgments, and settlements including all attorneys' fees of the Village arising out of or in connection therewith and, provided further that prior to instituting any such condemnation action, Owner shall deposit with the Village sufficient funds to pay all such costs, expenses, judgments or settlements including attorneys' fees to be incurred by the Village arising out of or in connection with said condemnation action in any amount satisfactory to the Village.

C. Dedication of Improvements. Owner shall dedicate to the Village the public improvements by recording a PUD Plat and/or a Plat of Subdivision and shall execute such other and further instruments as may be required to effectuate such transfer. The Village shall accept said public improvements as provided herein and by Village ordinances.

D. Maintenance Guarantee. Upon completion of any portion of public improvements, a maintenance guarantee in an amount equal to twenty percent (20%) of the value of the completed public improvements shall be held by the Village for a period of twenty-four (24) months after final acceptance of such public improvements, as a guarantee against any defect in the material or workmanship furnished in connection with the public improvements and to guarantee against any damage to such improvements by reason of settling of the ground, base or foundation thereof. As a further condition of the Village accepting said public improvements, Owner shall provide a bill of sale to all such public improvements in a form approved by the Village Attorney. The bill of sale shall not include any warranty of the public improvements.

SECTION 14. VILLAGE SERVICES.

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

SECTION 15. USE OF THE PROPERTY PRIOR TO DEVELOPMENT.

Notwithstanding the contemplated I-1 rezoning of the Property and any provision of the Coal City Code of Ordinances to the contrary, Owner shall be permitted to continue the existing agricultural uses on the Property as legal non-conforming uses until such time as the Property is developed. Provided Owner applies for and obtains all applicable permits prior to commencing demolition activities on the Property, Owner shall additionally have the right to demolish and remove any existing structures located on the Property.

SECTION 16. LIABILITY AND INDEMNITY OF VILLAGE.

A. Village Review. The Owner acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Property or the issuance of any approvals, permits, certificates, or acceptances for the development or use of the Property, and that the Village's review and approval of such plans and issuance of those approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Owner, or any of its heirs, successors, assigns, tenants, and licensees, or any other person, against damage or injury of any kind at any time.

B. Village Procedure. The Owner acknowledges and agrees that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agrees not to challenge the Village's approval on the grounds of any procedural infirmity or of any denial of any procedural right.

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

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

SECTION 17. DEFAULT AND REMEDIES.

A. Procedure for Declaring Defaults. Except as otherwise provided, in the event of a breach or violation of any material term, representation, warranty, covenant, agreement, or condition of this Agreement ("Default"), the Party not in Default shall serve written notice upon the Party in Default, which notice shall be in writing and shall specify the particular Default. Failure on the part of either Party to cure the Default within thirty (30) days after receiving written notice thereof (unless a different time period is specified in the Agreement for curing non-performance of a specific task or event) shall constitute an "Event of Default." Except as otherwise provided in this Agreement, no Event of Default of this Agreement may be found to

have occurred if performance has commenced to cure such default to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice and the Party alleged to be in Default continues diligently to pursue such cure. Except as otherwise provided, no Default shall be actionable or be of other consequence unless and until it shall constitute an Event of Default.

B. Remedies for Events of Default. Except where a particular remedy is specified in this Agreement for a specific Default or Event of Default, the Parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Owner agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement. Neither Party shall be liable to the other for consequential damages or lost profits. Any action brought by either party to this Agreement shall be prosecuted in a court of competent jurisdiction in Grundy County, Illinois. In the event that either Party hereto institutes legal proceedings against the other Party for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against the losing Party all expenses of such legal proceedings incurred by the prevailing Party, including, but not limited to, court costs and attorneys' fees, and witnesses' fees incurred by the prevailing Party in connection therewith.

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

SECTION 18. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

I. Non-Waiver. The failure of a Party to exercise their rights hereunder at any time shall not be deemed or construed as a waiver thereof, nor shall such failure void or affect the Party's right to enforce such rights of any other rights.

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

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

Hoffman Property Holding, LLC
26062 SW Frontage Road
Channahon, IL 60410
Attn: Kevin Hoffman

With a copy to: Kenneth Carlson
Tracy, Johnson & Wilson
2801 Black Road, Second Floor
Joliet, Illinois 60435

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

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

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

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

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

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

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

O. Authority to Execute.

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

2. **Owner.** Owner hereby represents to the Village that it they are the lawful owners of the Property and are therefore the only entities that may encumber the Property with this Agreement.

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

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

***** Remainder of page intentionally left blank. *****

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

VILLAGE OF COAL CITY:

By: _____

President Terry Halliday

ATTEST:

Pamela Noffsinger, Village Clerk

HOFFMAN PROPERTY HOLDING, LLC:

By: _____

Its: _____

EXHIBIT A

PLAT OF ANNEXATION

[attached on following page]

EXHIBIT B

ANNEXATION PETITION

[attached on following pages]

EXHIBIT C

ANNEXATION ORDINANCE

[attached on following pages]

EXHIBIT D

FINAL PUD PLAT

[attached on following pages]

4834-0876-4528, v. 1

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE VILLAGE OF COAL
CITY, GRUNDY AND WILL COUNTIES, ILLINOIS
(1535 S. BERTA ROAD)**

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

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
DAVID SPESIA
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Coal City
on _____, 2018

ORDINANCE NUMBER _____

**AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE VILLAGE OF COAL CITY, GRUNDY AND WILL COUNTIES, ILLINOIS
(1535 S. BERTA ROAD)**

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

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

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

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

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

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

WHEREAS, the Village provides no fire protection or library services;

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

WHEREAS, the legal owner of record of said territory and the Village of Coal City have entered into a valid and binding annexation agreement relating to such territory, which

annexation agreement is attached hereto as **Exhibit B** (the “Annexation Agreement”) and pursuant to which the Village agreed to annex the territory described herein;

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

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

WHEREAS, the Corporate Authorities hereby find and determine that it is in the best interests of the Village of Coal City that the territory be annexed thereto and that such annexation will promote the sound planning and development of the Village, properly and beneficially extend the corporate limits and jurisdiction of the Village, and otherwise promote the proper growth and general welfare while serving the planning objectives of the Village.

NOW, THEREFORE, be it ordained by the President and Board of Trustees of the Village of Coal City, Grundy and Will Counties, Illinois, as follows:

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

SECTION 2. Annexation. The following described territory, consisting of approximately 10 acres and commonly known as 1535 S. Berta Road in unincorporated Grundy County, Illinois, bearing property index number 09-11-400-003, legally described as follows:

THE NORTH QUARTER OF THE NORTH HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 32 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.

together with any public streets or highways adjacent to or within the said territory described above that have not been previously annexed to any municipality, including a part of that certain parcel of real property bearing 09-12-300-007 improved with Berta Road right-of-way, legally described as follows:

THE WEST 30 FEET OF THE NORTH 20 ACRES OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, BRACEVILLE TOWNSHIP, GRUNDY COUNTY, ILLINOIS.

(the "Eastern Half of the Berta Road ROW Adjacent to the Property"). Cumulatively, the Property and the Eastern Half of the Berta Road ROW Adjacent to the Property shall be known as the "Territory". The Territory, indicated on a plat of annexation (appended hereto as **Exhibit C** and made a part of this Ordinance as though fully set forth herein), shall be, and is hereby, annexed to the Village of Coal City, Grundy and Will Counties, Illinois.

SECTION 3. Recordation and Reporting. The Village Clerk shall be, and is hereby, authorized and directed to record in the Office of the Grundy County Recorder of Deeds promptly after the effective date of this Ordinance, a certified copy of this Ordinance, including the Plat of Annexation, and the affidavits of service of notice as required by law. The Village Clerk shall be, and is hereby, authorized and directed to file the same with the Grundy County Clerk. The Village Administrator shall be, and is hereby, authorized and directed to notify the Election Authorities, as defined in Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the United States Post Office branches serving the 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; provided, however, that this Ordinance shall be of no force or effect until after the Annexation Agreement has been executed by the Village and the Owner.

SECTION 5. Repealer. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. Saving Clause. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

SO ORDAINED this _____ day of _____, 2018, at Coal City, Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT A

PETITION FOR ANNEXATION

[appended on following pages]

EXHIBIT B

ANNEXATION AGREEMENT

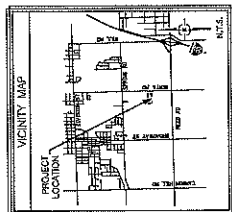
[appended on following pages]

EXHIBIT C

PLAT OF ANNEXATION

[appended on following page]

PJN
09-11-400-003



DESCRIPTION OF THE PROPERTY TO BE ANNEXED.

P.J.N. 09-11-400-023
09-12-200-057 (MAY 09)

TOTAL AREA ANNOTED = 447,845 SQUARE FEET, OR 10.261 ACRES, MORE OR LESS.
TABLE A-JYD 41

DESCRIPTION OF THE PROPERTY TO BE RE-ZONED:

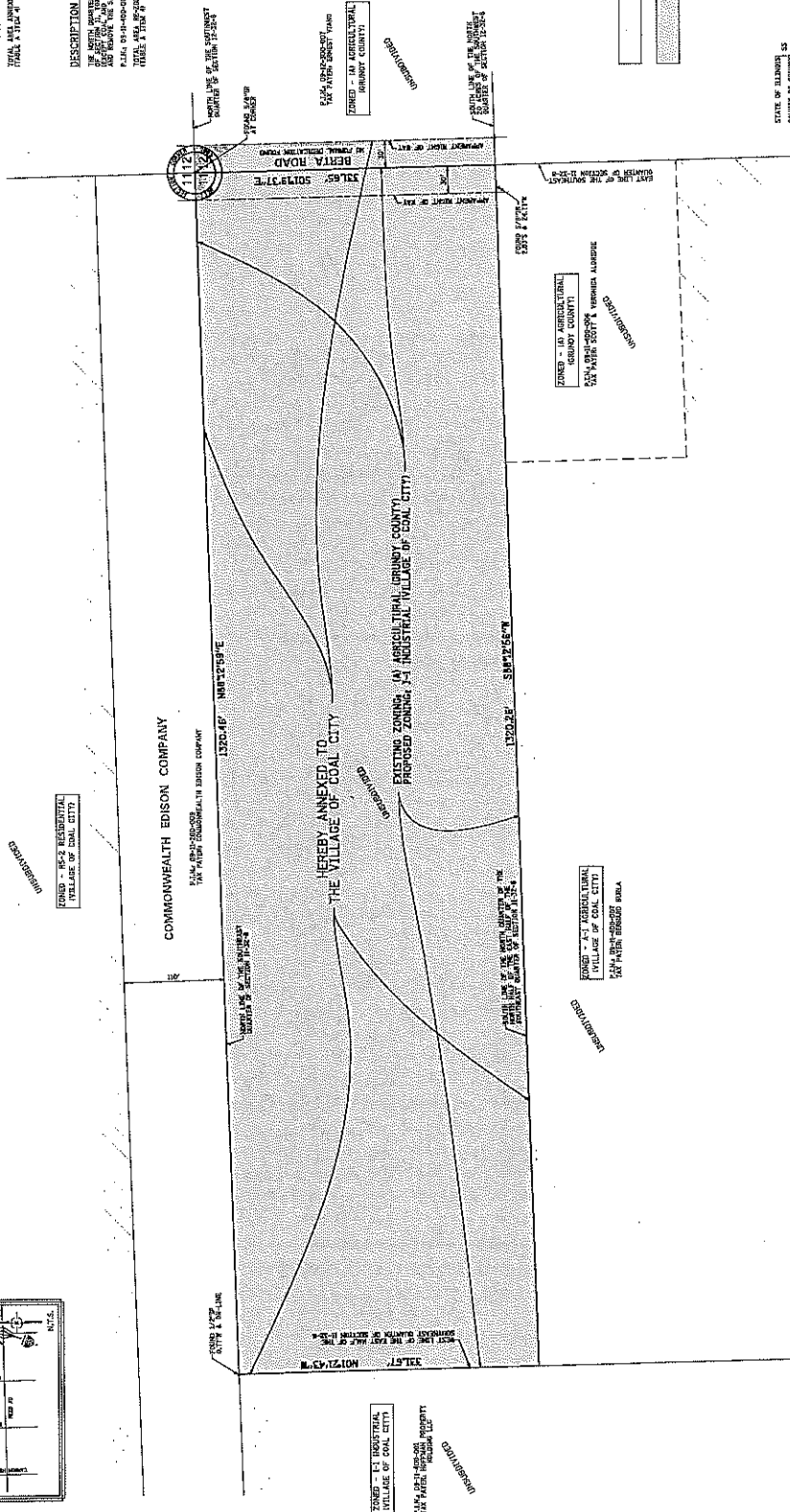
THE NORTH QUARTER OF THE NORTH HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEER CREEK TOWNSHIP, DEER CREEK RANGE, DEER CREEK COUNTY, ILLINOIS, BEING THE SAME IN DEER CREEK COUNTY, ILLINOIS.

P.L.M. 01-01-009-020

TOTAL AREA ACQUIRED = 437.000 SQUARE FEET, OR 10.000 ACRES, MORE OR LESS.

WITNESSED AND ATTEST:

_____, ATTORNEY.



STATE OF

COUNTY OF GREENE

THE SPACECO, INC., IN ILLINOIS PROFESSIONAL DESIGNER FIRM, NUMBER 184-00121, DO NOT KNOW OR HAVE REASON TO BELIEVE THAT THE PLAY HAD BEEN PREPARED FOR THE PURPOSE OF OBTAINING A PATENT OR COPYRIGHT, OR THAT THE PLAY IS A TRUE AND CORRECT REPRESENTATION OF SAID ANIMATION.

RECEIVED UNDER THE
HARRIS AND SEAL THIS _____ DAY OF _____, 20____ IN

QUALITY FEATURES

KEVIN M. DONOVAN, J.P.L.S. No. 035-3181
LICENSE EXPIRES 11-30-2018

AVAILABLE ONLY IF EMBOSSED SEAL AFFIXED



 SPACECO INC.		CONSULTING ENGINEERS SITE DEVELOPMENT ENGINEERS LAND SURVEYORS		DATE: 08/07/2018 JOB NO.: 1983 FIELD NUMBER: 1515-ANNE-01
REVISIONS: 08/07/18		2262 N. Lincoln Street Meigs, Miss. 39061 Phone: (601) 944-0249 Fax: (601) 944-0232		SHEET OF 1

FOR REVIEW
PURPOSES ONLY

PREPARED FOR
HOEFMAN TRANSPORTATION
P.O. BOX 810
CHANDLER, IL 60410

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 18 - ____

**AN ORDINANCE APPROVING AN AMENDED PRELIMINARY AND FINAL
PLANNED UNIT DEVELOPMENT PLAN AND PLAT, INDUSTRIAL REZONING,
AND CONDITIONAL USE AUTHORIZING RAILROAD RIGHTS OF WAY AND
TRACKAGE AND ACCESSORY USES, BUILDINGS AND STRUCTURES THERETO
FOR THE PHASED DEVELOPMENT AND USE OF A RAIL-SERVED
TRANSLOADING FACILITY, TRUCKING AND WAREHOUSE OPERATION ON
APPROXIMATELY 156 ACRES OF REAL PROPERTY LOCATED BETWEEN REED
AND SPRING ROADS AND BETWEEN BROADWAY AND BERTA ROADS IN COAL
CITY**

(HOFFMAN PROPERTY HOLDING, LLC)

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

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
DAVID SPESIA
Village Trustees

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

on _____, 2018

ORDINANCE NUMBER 18 - __

**AN ORDINANCE APPROVING AN AMENDED PRELIMINARY AND FINAL
PLANNED UNIT DEVELOPMENT PLAN AND PLAT, INDUSTRIAL REZONING,
AND CONDITIONAL USE AUTHORIZING RAILROAD RIGHTS OF WAY AND
TRACKAGE AND ACCESSORY USES, BUILDINGS AND STRUCTURES THERETO
FOR THE PHASED DEVELOPMENT AND USE OF A RAIL-SERVED
TRANSLOADING FACILITY, TRUCKING AND WAREHOUSE OPERATION ON
APPROXIMATELY 156 ACRES OF REAL PROPERTY LOCATED BETWEEN REED
AND SPRING ROADS AND BETWEEN BROADWAY AND BERTA ROADS IN COAL
CITY**

(HOFFMAN PROPERTY HOLDING, LLC)

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;

WHEREAS, the Village President and Trustees of the Village (cumulatively, the “Corporate Authorities”) are authorized pursuant to Sections 156-27, 156-234, 156-270 and 156-189 of the Village of Coal City Code of Ordinances (“Village Code”) to act as the final decision-making body for conditional uses, zoning map amendments, and conditional uses for planned unit developments, respectively, and in that capacity, must either approve, conditionally approve subject to the fulfillment of certain conditions, or deny the requested zoning relief;

WHEREAS, HOFFMAN PROPERTY HOLDING, LLC, an Illinois limited liability company (“Developer”) is the owner and contract purchaser, respectively, of certain real property consisting of approximately 156 total acres located Reed and Spring Roads and between Broadway and Berta Roads in Coal City, Grundy County, Illinois, as legally described and more particularly set forth in **Exhibit A** appended hereto (Parcels 1 – 6, as individually defined in Exhibit A, shall be collectively known as the “Property” or individually referenced as “Parcel 1”, “Parcel 2”, “Parcel 3”, “Parcel 4”, “Parcel 5” or “Parcel 6”);

WHEREAS, the aggregate size of the Property exceeds the threshold 10,000 square foot

size that triggers the required issuance of planned unit development approval as a condition precedent of being developed under Section 156-86(D) of the Village Code; and

WHEREAS, Developer previously filed an application with the Village for preliminary planned unit development, conditional use and zoning map amendment approvals with respect to certain properties then subject to Developer's application for zoning relief, portions of which are now subject to requests for amended and additional zoning approvals as set forth herein;

WHEREAS, on or about May 10, 2017, the Corporate Authorities adopted Ordinance Number 17-13, conditionally approving a preliminary plan for a planned unit development with respect to Parcels 1, 2, 3 and 4 for the development and use of a rail-served transloading facility, trucking and warehouse operation (the "Preliminary PUD Plat"), granting a conditional use permit authorizing rail and accessory uses thereto on Parcels 1, 2, 3 and 4, and providing for the rezoning of Parcel 2 to I-1 Industrial, all subject to the terms and conditions set forth in Ordinance Number 17-13, a copy of which is attached hereto as **Exhibit B** and incorporated herein ("Ordinance 17-13");

WHEREAS, the Village's conditional approval of the Preliminary PUD Plat was conditioned upon, *inter alia*, the approval by the Corporate Authorities of a final PUD plat in substantial conformance with the Preliminary PUD Plat;

WHEREAS, subsequent to the adoption of Ordinance 17-13, the Developer acquired title and ownership to Parcels 3, 4 and 5, and is presently under contract to purchase Parcel 6;

WHEREAS, Developer's ownership of Parcels 1 – 5 and status as contract purchaser of Parcel 6 confers sufficient interest in the Property within the meaning of Section 156-29 of the Village Code to render Developer eligible to petition the Village for the zoning relief sought in the petition now pending before the Village;

WHEREAS, on or about May 9, 2018, the Village adopted Ordinance 18-09, extending

the Village's approval of the Preliminary PUD Plat beyond a one-year expiration date, conditioned upon Developer's application for approval of an amended preliminary and final planned unit development for the Property prior to August 8, 2018;

WHEREAS, Developer timely applied for, *inter alia*, approval of an amended preliminary and final planned unit development for the Property and in accordance with the terms of Ordinance 18-09 and, as such, Developer's pending application for approval of the amended preliminary and final PUD Plat is deemed timely and within the Village's jurisdiction to grant;

WHEREAS, Developer has undertaken construction of certain improvements in furtherance of its development plans for the Property, including but not limited to construction of the building to be located on Parcel 1, construction of rail and other on site improvements, extension of utilities, and certain public and private roadway improvements;

WHEREAS, Developer has filed a petition for approval of an amended preliminary and final planned unit development permit for the Property in order to allow Applicant to construct, equip, maintain, develop and operate the Property in accordance with the Amended Preliminary and Final PUD Plat for Hoffman Transportation – Coal City Site prepared by Spaceco Inc. dated March 20, 2017 with a revision date of August 1, 2018 (attached hereto and incorporated herein as **Exhibit C** and hereinafter, the "Final PUD Plat") and plans submitted in connection therewith (cumulatively, the "Final PUD Approval"), the development of Phase 1 on Parcel 1, 2 and 6 in accordance with the Plans as amended ("Phase One Development Approvals"), the rezoning of Parcels 3 and 4 from A-1 to I-1 and Parcel 5 from RS-1 to I-1 (cumulatively, the "Industrial Zoning Map Amendments"), the approval of a conditional use permit authorizing the use of the Property for railroad rights of way and trackage and accessory uses, buildings and structures thereto (cumulatively, "Rail Operations") ["Rail Operations Conditional Uses"], and approval of

the subdivision of the Property into Lot 1 and Lot 2 as depicted in the Final PUD Plat upon submission of preliminary and final subdivision plats consistent with the Final PUD Plat (the “Approval of Substantially Conforming Subdivision Plat”) [cumulatively, the Final PUD Approval, Phase One Development Approvals, Industrial Zoning Map Amendments, Rail Operations Conditional Uses and Approval of Substantially Conforming Subdivision Plat shall be known herein as the “Zoning Relief”];

WHEREAS, the Corporate Authorities find and determine that the Zoning Relief includes significant revisions to the previously-approved Preliminary PUD Plat within the meaning of Section 2(E)(1) of Ordinance 17-13 and Section 156-191(C) of the Village Code due to certain revised proposed and constructed improvements associated with the project on and off the Property and the additions of Parcels 5 and 6 to the Final PUD Plat, necessitating a public hearing before the Zoning Board of Appeals (“ZBA”) and the ZBA’s consideration, findings and recommendation to the Corporate Authorities regarding the Final PUD Approval, in addition to the ZBA’s advisory jurisdiction over the Industrial Zoning Map Amendments and Rail Operations Conditional Uses;

WHEREAS, except as otherwise provided on the Final PUD Plat or explicitly referenced herein, all plans previously approved in connection with Ordinance Number 17-13, including the landscaping plan prepared by McCallum Associates and dated April 27, 2017 (“Landscape Plan”), the photometric site plan prepared by McCallum Associates and dated April 26, 2017 (“Photometric Plan”), and the revised renderings, architectural elevations of the proposed buildings, signage plans, and other supporting materials submitted by Harris Architects Inc. to the Village as part of the initial application for zoning relief and/or presented at the public hearings leading to the adoption of Ordinance 17-13 (“Harris Plans”), (cumulatively the Landscape Plan, Photometric Plan and Harris Plans shall be known as the “Approved Unchanged

Plans") remain as previously approved in Ordinance 17-13 and are cumulatively attached hereto as **Exhibit D**;

WHEREAS, Developer has applied for the Zoning Relief in order to develop a project on the Property generally described as follows:

- (i) A rail spur extended from the Union Pacific Railroad tracks (the "Rail Improvements") to service the development of the "Transloading Facilities", as hereinafter defined;
- (ii) A transloading distribution, truck terminal and warehouse facility to be operated by Hoffman Transportation or other businesses owned and controlled by Developer and consisting initially in "Phase One" of up to two industrial warehouse structures of approximately 400,150 square feet each or approximately 800,000 square feet in the aggregate located on Parcel 1 (the "Buildings");
- (iii) Truck terminals, loading docks, offices within the Buildings, washing facilities which may be serviced by a private water well for the washing and cleaning of truck trailers and rail containers, and developing the Property with accessory surface parking, lighting, signage, landscaping, stormwater drainage facilities, 30" sanitary sewer and service line extensions thereof, watermain, private drives, reservation of public ingress-egress and utility easements as described herein, and other accessory improvements related to the development of "Phase One" of the Project, as those terms are defined herein (the "Accessory Improvements") (cumulatively, the Phase One Buildings and Accessory Improvements shall be known as the "Transloading Facilities");
- (iv) Site grading on the Property;
- (v) Certain off-site traffic, infrastructure and utility improvements adjacent to the Property and certain Reed Road improvements adjacent to the southern boundary lines of the Property approved by Grundy County, including curb-cuts, dedicated public right-of-way and a right-hand westbound turn lane for approaching traffic seeking ingress into the Property;
- (vi) Certain improvements and future improvements to Reed Road memorialized in an agreement between Developer and Grundy County appended hereto as **Exhibit E** (the "Reed Agreement") regarding access to the Property from Reed Road and the nature, existence and dimensions of curb-cuts, dedicated public right-of-way and a right-hand westbound turn lane for approaching traffic seeking ingress into the Property;
- (vii) Such other and further on- and off-site improvements in accordance with the Plans as approved and as shall be subsequently permitted and approved by the

Village and other jurisdictional entities in the building permit process, including but not limited to the construction of curb-cuts, driveways, deceleration or turn lanes, pavement widening, traffic control signage or signals, and private access drive and private internal roadways for onsite circulation within the Property;

- (viii) Certain off-Property utility improvements including the extension of a 30" sanitary sewer and a 12" and 16" watermain as shown on the Off-Site Utility Extension Exhibit prepared by Spaceco, Inc. dated July 30, 2018 and attached hereto as **Exhibit F** ("Utility Extensions");
- (ix) a north/south access route previously identified on the Preliminary PUD Plat repositioned to the location depicted on the Final PUD Plat and labeled the "Private Access Road" and "Proposed 66' Private Ingress/Egress Easement," located along the eastern boundary of Parcels 2, 3 and 4 (hereinafter, the "Reed Access and Easement") and remaining a private access drive for the use and benefit of Parcels 1, 2, 3 and 4;
- (x) A public ingress/egress and utility easement over the north 66' of Parcel 5, Parcel 2, and the northeast corner of Parcel 1, as depicted on the Final PUD Plat (the "Berta Access Easement") to provide a means of ingress/egress for the use and benefit of the general public in connection with the future development of Parcel 2, Parcel 5 and other adjoining properties north of the Berta Access Easement, with neither the Village nor the Developer obligated to construct or provide for the construction of any roadway, utility or other improvements within the Berta Access Easement, which improvements shall be the subsequent responsibility of the party(ies) developing properties requiring such improvements in order to access Berta Road;
- (xi) Rail improvements on Parcel 6 to be constructed by Developer and the construction of a siding track on the Union Pacific Rail Road right-of-way to provide a rail for the delivery of rail cars as shown on the Via Rail Engineering Switching Diagram plans, Sheets 1 – 8, dated July 9, 2018, cumulatively attached hereto as **Exhibit G** (the physical rail improvements depicted in Exhibit G shall be known as the "Via Rail Plans"). The Via Rail Plans, together with certain operational plans of the Union Pacific Rail Road described at the Hearing and set forth in that certain letter dated August 6, 2018, appended hereto as **Exhibit H** (the "UP-Hoffman Service Plan"), are intended to eliminate the need to cross Spring Road in connection with the delivery to or pick-up of cars from the Hoffman facilities.

Cumulatively, items (i) - (xi) shall be known as the "Project".

WHEREAS, except as otherwise noted herein, Developer has reserved the development, subdivision, construction and operation on Parcel 2 for a future construction phase ("Phase

Two”) and no specific development approvals for Phase Two are sought by Developer or granted by the Village herein; and

WHEREAS, Developer is seeking the Zoning Relief in order to design, construct, equip, maintain, develop and operate the Project on the Property in accordance with the Final PUD Plat, the Unchanged Plans, the Reed Agreement, the Utility Extensions, the Via Rail Plans, in order to service the Phase One development with rail shipments in accordance with the UP-Hoffman Service Plan (cumulatively, the “Plans”);

WHEREAS, in order to proceed with the Project and develop and operate the Property in accordance with the Plans, Developer must satisfy the Village that the Phase One Development Approvals are in furtherance of the public health safety and welfare, that the Project and Plans, as amended in connection with the petition for Final PUD Approval meet the criteria for PUD approval set forth in Section 156-27 and Table 16 of the Village Zoning Code, that the Industrial Zoning Map Amendments satisfy, with respect to each parcel subject thereto, the criteria set out in Table 26 of the Village Zoning Code, and that the proposed Rail Operations Conditional Uses on the Property satisfy the approval criteria for conditional uses provided in Table 24 of the Village Zoning Code, and that the eventual Approval of Substantially Conforming Subdivision Plat (not granted herein) is consistent with and in furtherance of the Village’s subdivision regulations and comprehensive plan;

WHEREAS, on or about July 11, 2018 and July 24, 2018, the Village convened public meetings of its Planned Unit Development Review Committee (“PUD Committee”) in accordance with Section 156-90 of the Village Code, in order to review Developer’s proposed plans for the Property;

WHEREAS, on or about July 24, 2018, the PUD Committee offered a verbal endorsement of Final PUD Approval to the ZBA, subject to certain recommended

modifications and clarifications, which were subsequently incorporated by Developer into its application and supporting exhibits presented to the ZBA;

WHEREAS, pursuant to powers granted to it by Section 156-313 of the Village Code and in accordance with the procedures and evaluative criteria set out in Articles IX, XI and XIII of the Village Zoning Code, the ZBA has jurisdiction to hear requests for planned unit developments, conditional use permits, and rezoning and act in its capacity as an advisory body to the Village Board to recommend to the Village Board whether to approve, conditionally approve, or reject the Zoning Relief, and the Village Board has final authority to approve, conditionally approve, deny, or remand the petition back for further consideration and proceedings; and

WHEREAS, on or about July 30, 2018, the ZBA conducted a properly noticed public hearing to consider Developer's application for Zoning Relief in accordance with the Village Zoning Code and the Illinois Open Meetings Act (the "ZBA Hearing") and the ZBA has recommended approval thereof to the Corporate Authorities, subject to the conditions and findings of fact outlined in its report, entitled *Report of Findings of Fact and Recommendation to the Village Board of Trustees for Amended Preliminary and Final Planned Unit Development, Conditional Use and Zoning Map Amendment Approvals* appended hereto as **Exhibit I** (the "ZBA Recommendation");

WHEREAS, the Developer revised its plans in accordance with the comments and directions of the PUD Committee and the Final PUD Plat in response to the ZBA Recommendation and such changes are now reflected in the current iteration of the Plans; and

WHEREAS, on or about August 22, 2018, Developer and the Village entered into an annexation agreement concerning the zoning, use and development of Parcel 5 following the conduct of a duly noticed public hearing conducted on August 8, 2018;

WHEREAS, on or about August 22, 2018, the Village annexed Parcel 5 into the Village;

WHEREAS, Developer is eligible to apply for and the Corporate Authorities have jurisdiction to grant the Zoning Relief;

WHEREAS, the Corporate Authorities have reviewed Developer's application for Zoning Relief, the Plans, the ZBA Recommendation, and the legal standards and criteria by which the requested Zoning Relief is to be evaluated as set forth in the Zoning Code and in accordance with applicable laws; and

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded that the development, use and operation of the Project on the Property in substantial conformance with the Plans will promote and further the sound planning and development of the Village, increase the taxable value of property within the Village, create job opportunities for Village and area residents, spur additional economic development in the region and minimize negative externalities for neighboring property owners and the surrounding area, and otherwise promote the proper growth and general welfare while serving the planning objectives of the Village; and

WHEREAS, the Corporate Authorities conclude that the Zoning Relief and the proposed development of the Project on the Property in accordance with the Plans will be beneficial to the Village, will not be detrimental to the Village's Comprehensive Plan or the spirit and intent of the Zoning Code, and will otherwise enhance and promote the general welfare of the Village and the health, safety and welfare of the residents of the Village; and

WHEREAS, the Corporate Authorities concur with the factual findings and legal conclusions set forth in the ZBA Recommendation and adopt the same as though fully set forth at length herein, substantially agree with the recommendations made by the ZBA with respect to the approval and issuance of the Zoning Relief subject to and contingent upon the conditions set

forth in this Ordinance, and further find and determine that Developer has demonstrated satisfaction of the evaluative criteria for set forth in the Zoning Code and identified in the ZBA Recommendations with respect to the requested Final PUD Approval, Industrial Zoning Map Amendments, and conditional use permit authorizing the use of the Property for Rail Operations Conditional Uses.

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. Enactment.

A. Incorporation of ZBA Recommendation. The ZBA Recommendation, inclusive of the exhibits thereto, and the findings and conclusions set forth therein are hereby adopted by reference to the same effect as if fully recited herein at length. All references in the ZBA Recommendation are made the references of the President and Board of Trustees of the Village of Coal City.

B. Incorporation of Exhibits. Exhibits A through I attached to this Ordinance are, by this reference, incorporated in, and made a part of this Ordinance.

C. Rezoning.

1. Parcel 3 is hereby rezoned from the A-1 Agriculture District to the I-1 Industrial Zoning District.

2. Parcel 4 is hereby rezoned from the A-1 Agriculture District to the I-1 Industrial Zoning District.

3. Parcel 5 is hereby rezoned from the RS-1 Low-Density Single-Family Residential District to the I-1 Industrial Zoning District.

4. The Corporate Authorities hereby direct the Zoning Administrator to cause the official zoning map of the Village to be so amended.

D. Approval of Rail Operations as Conditional Use. Railroad rights of way and trackage and the associated accessory uses of and structures on the Property set forth in the Plans, including without limitation truck terminals, loading docks, offices, washing facilities serviced by a private water well for the washing and cleaning of truck trailers and rail containers, and accessory surface parking, lighting, signage, landscaping, are approved as conditionally permitted uses of the Property and may be constructed, improved and operated in accordance with the Plans.

E. Amended Preliminary and Final Planned Unit Development Conditional Approval. Subject to and contingent upon fulfillment of the conditions set forth hereinbelow, the Corporate Authorities shall and do hereby approve a conditional use for an amended preliminary and final planned unit development and the Final PUD Plat for the Property appended hereto. Upon satisfaction of the conditions set forth herein, the Village President is authorized and directed to execute and the Village Clerk is authorized and directed to affix the Village seal as may be necessary to evidence the Village's approval of the Final PUD Plat in order to enable the recording of the same at the Grundy County Recorder of Deeds. The Final PUD Approval set forth herein are expressly subject to and contingent upon each and every term, condition, and restriction herein specified. With excluding any other remedy which may be available to the Village, failure or refusal of full compliance by Developer and any operators on

the Property with the conditions, restrictions, or provisions of this Ordinance shall constitute a zoning violation, with each and every day on which the noncompliance continues constituting a separate and distinct zoning violation. In addition, upon failure or refusal of full compliance by Developer and any operators on the Property with the conditions, restrictions, or provisions of this Ordinance, the Final PUD Approval rendered herein will, at the sole discretion of the Corporate Authorities by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village will not revoke the Final PUD Approval unless it first provides Developer with an opportunity to be heard at a regular or special meeting of the Village Board. The conditional Final PUD Approval is premised on and expressly subject to full compliance by Developer, and any other operators or tenants and any successor owners, landlords, lessees, operators, and assigns with the following conditions:

1. That the Property be developed, improved and operated in accordance with the Final PUD Plat and Plans appended hereto, subject to any approved minor modifications thereof as may be subsequently permitted by the Village or major revisions approved following notice and public hearings required to amend the approvals granted by this Ordinance. It is understood and agreed that minor, non-material changes, revisions, refinements and other non-substantial deviations of a technical nature may occur and that such technical, minor changes may be approved by Village staff following internal or third-party review without additional action by the ZBA or the Corporate Authorities of the Village. Changes that are not of a technical nature and which involve a significant deviation from the Plans, as determined by the Village in the exercise of its sole discretion, shall be referred back to the

ZBA for recommendation and the Village Board for final approval;

2. That Developer shall adjust the lighting, signage and landscaping presented in the Plans, including after initial installation and issuance of a certificate of occupancy, as may be reasonably required by the Village, to ensure that the light and noise sources are properly screened and so as to minimize glare and sound pollution spilling onto adjacent properties in an unreasonable manner;
3. That Developer and end users shall, prior to commencing construction of the Buildings, occupancy or operations on the Property in connection with Phase One, obtain all necessary permits, certificates, consents, authorizations and approvals of any kind or nature as may be required by local, state or federal laws or regulations from all governmental bodies with jurisdiction over the Project or any element thereof in order to construct, complete, use and occupy the Project as proposed;
4. That the improvement, use and development of Phase Two on the Property, except insofar as the same are explicitly depicted in the Final PUD Plat or the Plans, shall be subject to Developer's application for and the Village's approval of such other and further zoning relief, building permits and other approvals as may be required by the Village in order to develop within and upon Phase Two.
5. That the Project on the Property shall comply with all building, fire

and related technical code requirements, with compliance to be determined by the relevant authorities with jurisdiction thereover, and any third-party technical consultants retained by the Village for the purpose of reviewing any permit applications for conformity to technical code requirements;

6. That as a condition precedent to future Phase Two development on Parcels 2, 4 or 5, Developer shall submit evidence of drainage approvals as may be required by the Claypool Drainage District, if any. For purposes of this subparagraph, the demolition of the existing residence on Parcel 5 and related demolition cleanup within Parcel 5 shall not be deemed to constitute “development.”
7. That as a condition precedent to future Phase Two development on Parcels 2 and 5, Developer shall cause a drain tile survey to be performed and provide a copy thereof to the Claypool Drainage District. For purposes of this subparagraph, the demolition of the existing residence on Parcel 5 and related demolition cleanup within Parcel 5 shall not be deemed to constitute “development.”
8. That Developer shall televise the drain that Claypool requested be televised during the PUD Committee meetings, on or before August 30, 2018.
9. That Developer shall develop the private Reed Access and Easement within Parcels 2, 3 and 4 in accordance with the Plans and in stages as may be necessary to enable truck traffic to access the Buildings and circulate within the Property to safely conduct the proposed operations;

10. That the 66' wide east-west public ingress-egress and utility easement depicted on the Final PUD Plat shall be dedicated to the Village as a public right-of-way, including utilities as approved by the Village, for the use and benefit of the general public and without charge to the Village promptly following notice by the Village of the subdivision, development or issuance of building permits for the development of parcels within or adjacent to the Property to the north or south that receive primary ingress/egress access to and from such parcel to Berta Road. The 66' permanent ingress/egress easement depicted on the Final PUD Plat shall further provide for a temporary construction easement over and across that portion of the Property (the "Road Easement Area") for the purpose of enabling the private construction and subsequent public inspection, maintenance and repair of roadways within said easement as per final engineering plans and specifications submitted by subsequent off-site owner(s) or developer(s) and approved by the Village for the development of adjacent properties, said grant of rights to authorize the grantee to cut, trim or remove trees, bushes, fences, dirt, rock, soils and such other items as may be reasonably required in order to construct, improve or maintain the right-of-way;
11. That Developer submit and record the Final PUD Plat as a condition precedent of subdividing the Property into lots;
12. That Developer's use of a private well as a source for water for the proposed wash operations be expressly contingent upon providing

the Village evidence of Illinois Environmental Protection Agency and other applicable federal, state or local agency approvals of the content of the runoff as the same become available or as requested by the Village from time to time, that Developer ensure the Village or its third-party agents continuing and regular access, at all times during the construction and operation upon reasonable notice, for the purpose of monitoring, sampling and testing the contaminants or pollutants in the resulting runoff resulting from the wash operations, and the opportunity to review and audit Developer's books and records as they relate to the testing and sampling of environmental conditions on site;

13. That Developer immediately cease any run-off-inducing activities on the Property related to washing operations upon notice from the Village or other jurisdictional body of evidence of elevated levels of contaminants present in such runoff;
14. That at such time as the current resident of the residence located on Parcel 3 vacates said residence, the use of the residence for residential purposes shall be limited to such use in connection with the business operations on the Property, such as housing for a caretaker, and shall not be sold, leased or otherwise provided to any person who is not employed by or otherwise related to the Developer or any business located within the Property. In connection with the residential use of the Property as provided herein, Developer shall have the right, but not the obligation, to connect said residence to the Village's water supply or sanitary system upon payment

of applicable tap-on and connection fees as provided in the Village Code at the time of connection;

15. That Developer cease use of, close and remove the temporary construction entrance(s) to the Property along Reed Road to the satisfaction of Grundy County promptly upon the completion and Grundy County approval of the permanent Reed Road entrance to the Property;
16. That Developer shall construct the additional siding track (identified on the Via Rail Plans as "Private Industry Track AA"), with associated improvements on the Union Pacific Rail Road right-of-way, as depicted on the Via Rail Plans, to provide a rail for the delivery of rail cars such that the Union Pacific Rail Road will not need to cross Spring Road in connection with deliveries to or from Hoffman-controlled facilities on the Property;
17. That Developer adhere to and not undertake any action to revise or undermine the UP-Hoffman Service Plan or its agreement with the Union Pacific Rail Road, providing that the Union Pacific Rail Road will only bring rail cars to the Hoffman development that are intended for delivery to the Hoffman development and that other cars will be left on the rail at points south of Reed Road;
18. That Developer use its best efforts to limit the number of cars delivered to the Hoffman facility in any delivery to not more than 41 cars or the then-existing unused capacity of the rail siding identified on the Via Rail Plans as "Private Industry Track AA";
19. That, except in the event of an emergency, Hoffman shall not conduct any

switching operation north of the derailer to be located approximately 200 feet south of Spring Road as depicted on the Via Rail Plans;

20. That switching operations conducted by Developer shall be conducted in accordance with the "Switching Diagram" (8 sheets) within the Via Rail Plans;
21. That Developer, prior to constructing rail on Parcel 6 over Nicor high pressure gas lines shall tender to the Village Nicor's written consent to such crossing;
22. That Developer construct and complete, to the satisfaction of the Village and its engineer, all public and private improvements depicted on the Plans, including without limitation the landscaping depicted on the Landscape Plans and the installation of operable fire hydrants on the Property as depicted on the Plans or required by the Coal City Fire Protection District, as a condition precedent to the receipt of any final certificate of occupancy for improvements on the Property;
23. That Developer dedicate to the Village the public improvements depicted on the Plans by recording the Final PUD Plat and a final plat of subdivision conforming thereto, and shall execute a bill of sale and/or such other and further instruments in a form approved by the Village Attorney as may be convenient or required to effectuate such transfer;
24. That Developer grant the Village such other and further non-exclusive, permanent easements on the Property as may be reasonably necessary for the purpose of enabling the Village access to the public improvements on the Property for public inspection, maintenance

and repair of the accepted public improvements;

25. That Developer shall pay all outstanding review fees, if any, due and owing the Village and its professional consultants prior to the recording of the Final PUD Plat.

F. Agricultural Use. Notwithstanding the Zoning Map Amendments, Developer may continue the existing agricultural uses of those portions of the Property in Phase Two in a manner similar to that which is currently being conducted and, further, provided Developer applies for and obtains all applicable permits prior to commencing demolition activities on those portions of the Property in Phase Two, Developer shall additionally have the right to demolish and remove any existing structures located on such Property. Such agricultural uses and demolition activities are hereby deemed to constitute legal nonconforming uses which may be continued in accordance with the terms and conditions of the Zoning Code, as amended from time to time.

G. Binding on Successors and Assigns. The terms and conditions of this Ordinance shall be binding upon Petitioner, its successors, affiliates, and assigns.

H. No Authorization of Work. This Ordinance does not authorize the commencement of any work or other site development activities on the Property, except as may already have occurred pursuant to Developer obtaining required permits therefore from the Village or any other jurisdictional body prior to the effective date of this Ordinance. Except as otherwise may have been, or may subsequently be specifically provided in writing in advance by the Village, no work of any kind shall be commenced upon the Property until all conditions precedent set forth in this Ordinance for such work to proceed have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable laws.

I. Ratification of Prior Ordinances. Except to the extent of any conflict herewith, the provisions of Ordinance 17-13 are hereby ratified and affirmed and shall remain in full force and effect with respect to the Property.

SECTION 4. Effective Date. This Ordinance shall be in full force and effect on and after its passage, approval, and publication in pamphlet form in the manner provided by law.

SECTION 5. Repealer. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. Saving Clause. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

SO ORDAINED this _____ day of _____, 2018, at Coal City, Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT A

Legal Description of the Property

PARCEL 1:

THE EAST 94 ACRES, MORE OR LESS OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE CHICAGO AND ALTON RAILROAD RIGHT OF WAY, IN GRUNDY COUNTY, ILLINOIS.

PIN: 09-11-300-002

+/- 91.54 acres

("Parcel 1")

PARCEL 2:

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

PIN: 09-11-400-001

+/- 40.18 acres

("Parcel 2")

PARCEL 3:

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

PIN: 09-11-400-008

+/- 5.0 acres

("Parcel 3")

PARCEL 4:

THE WEST 366 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, GRUNDY COUNTY, ILLINOIS, EXCEPT THE WEST 300 FEET OF THE SOUTH 726 FEET THEREOF.

PIN: 09-11-400-009

+/- 6.143 acres

("Parcel 4")

PARCEL 5:

THE NORTH QUARTER OF THE NORTH HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT COAL AND OTHER MINERALS UNDERLYING SAID PREMISES AND RIGHT TO MINE AND REMOVE THE SAME), IN GRUNDY COUNTY, ILLINOIS.

PIN: 09-11-400-003

+/- 10.053 acres

("Parcel 5")

PARCEL 6:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE NORTH 88 DEGREES 12 MINUTES 59 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1148.33 FEET TO A POINT ON THE EAST LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY CHICAGO AND ALTON RAILROAD COMPANY) ALSO BEING THE PINT OF BEGINNING; THENCE NORTH 00 DEGREES 39 MINUTES 03 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 467.92 FEET; THENCE SOUTH 21 DEGREES 50 MINUTES 05 SECONDS EAST, A DISTANCE OF 498.02 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE SOUTH 88 DEGREES 12 MINUTES 59 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING IN GRUNDY COUNTY, ILLINOIS.

PIN: 09-11-100-013 (part of)

+/- 0.967 acre

("Parcel 6")

EXHIBIT B

ORDINANCE 17-13, INCLUSIVE OF EXHIBITS

APPENDED ON FOLLOWING PAGES

EXHIBIT C

FINAL PUD PLAT

APPENDED ON FOLLOWING PAGES

EXHIBIT D

APPROVED UNCHANGED PLANS

- **Landscape Plan**
- **Photometric Plan**
- **Harris Plans**

EXHIBIT E

REED AGREEMENT

APPENDED ON FOLLOWING PAGES

EXHIBIT F

OFFSITE UTILITIES

APPENDED ON FOLLOWING PAGE

EXHIBIT G

VIA RAIL PLANS

APPENDED ON FOLLOWING PAGES

EXHIBIT H

UP-HOFFMAN SERVICE PLAN

APPENDED ON FOLLOWING PAGES

EXHIBIT I

**VILLAGE OF COAL CITY,
COUNTIES OF GRUNDY AND WILL, ILLINOIS
ZONING BOARD OF APPEALS**

In Re the Matter of :	)	
Hoffman Property Holding, LLC's	)	
Application for Amended Preliminary and Final	)	
Planned Unit Development, Conditional Use and	)	Hearing No. ZA-295
Zoning Map Text Amendment	)	
Approval: ± 156 Acres Along Reed Road	)	
Between Broadway and Berta Roads	)	

REPORT OF FINDINGS OF FACT AND RECOMMENDATION
TO THE VILLAGE BOARD OF TRUSTEES
FOR AMENDED PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT,
CONDITIONAL USE AND
ZONING MAP AMENDMENT APPROVALS

APPENDED ON FOLLOWING PAGES

**VILLAGE OF COAL CITY,
COUNTIES OF GRUNDY AND WILL, ILLINOIS
ZONING BOARD OF APPEALS**

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TO THE VILLAGE BOARD OF TRUSTEES
FOR AMENDED PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT,
CONDITIONAL USE AND
ZONING MAP AMENDMENT APPROVALS

I. BACKGROUND

A. PETITIONER AND PROPERTY

HOFFMAN PROPERTY HOLDING, LLC, an Illinois limited liability company ("Developer") previously filed an application for conditional preliminary planned unit development and zoning map amendment approvals with respect to certain real property consisting of approximately 132 total acres of undeveloped agricultural property located between Reed and Spring Roads and between Broadway and Berta Roads in Coal City, Grundy County, Illinois. The real estate under Developer's then existing ownership and control consisted of a parcel bearing real estate tax property identification number 09-11-300-002 ("Parcel 1") and comprising approximately 91.54 acres and being legally described as follows:

PARCEL 1:

THE EAST 94 ACRES, MORE OR LESS OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE CHICAGO AND ALTON RAILROAD RIGHT OF WAY, IN GRUNDY COUNTY, ILLINOIS.

and that certain parcel bearing real estate tax property identification number 09-11-400-001 ("Parcel 2"), comprising approximately 40.18 acres and being legally described as follows:

PARCEL 2:

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

In addition to Parcel 1 and Parcel 2, Developer was under contract to acquire two parcels of real estate adjacent to Parcel 1. The first of the subsequently-acquired parcels, which the Developer now owns in fee, was a five acre parcel of real property then-owned by adjacent property owner Kris Morris, which real property is improved with a detached single family residential structure, bearing real estate property identification number 09-11-400-008 ("Parcel 3"), and being legally described as follows:

PARCEL 3:

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

The second parcel of the subsequently-acquired parcels, which the Developer has since acquired, was a 6.143 acre parcel of real property then owned by adjacent property owner Bernard Burla, which real property is vacant, bearing real estate property identification number 09-11-400-009 ("Parcel 4"), and being legally described as follows:

PARCEL 4:

THE WEST 366 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, GRUNDY COUNTY, ILLINOIS, EXCEPT THE WEST 300 FEET OF THE SOUTH 726 FEET THEREOF.

Parcel 3 and 4 were collectively known as "Parcel 3" in Developer's initial application for preliminary planned unit development approval in 2017, but Parcel 3 and Parcel 4 shall be known herein as set forth above and all references to Parcel 3 hereinafter shall be as defined in the preceding paragraphs. Following the conduct of a public hearing commencing on April 17, 2017 and concluding on April 24, 2017 (the "Preliminary PUD Hearing"), the Village of Coal City Zoning Board of Appeals issued its Report of Findings of Fact and Recommendation to the Village Board of Trustees for Conditional Preliminary Planned Unit Development and Zoning Map Amendment Approvals, a copy of which Report is attached to Ordinance Number 17-13, a copy of which is attached hereto as "**Exhibit A**" and incorporated herein. On May 10, 2017, the Village Board of Trustees adopted Ordinance Number 17-13, conditionally granting a conditional use for preliminary planned unit development, providing for industrial zoning, subdivision approvals, approval of a conditional use permit authorizing rail and accessory uses thereto with respect to Parcels 1, 2, 3 and 4 for the development and use of a rail-served transloading facility, trucking and warehouse operation, and providing for the rezoning of Parcel 2 to I-1 Industrial, all on the terms set forth in said Ordinance, and subject to final approval by the Village Board of Trustees of a final PUD plat in substantial conformance with the conditionally approved preliminary PUD plat appended to Ordinance 17-13 (the "Preliminary PUD Plat"). Subsequent to the adoption of Ordinance Number 17-13, the Developer acquired title and ownership to Parcel 3 and Parcel 4, both of which parcels are currently zoned in the Agricultural District.

In addition, the Developer has acquired a 10.053 acre parcel of real property, located east of

Parcel 2 in unincorporated Grundy County, which real property is presently zoned in the Agricultural District under the Grundy County Zoning Ordinance prior to annexation into the Village, and is improved with a detached single family residential structure, bearing real estate property identification number 09-11-400-003 ("Parcel 5"), and being legally described as follows:

PARCEL 5:

THE NORTH QUARTER OF THE NORTH HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT COAL AND OTHER MINERALS UNDERLYING SAID PREMISES AND RIGHT TO MINE AND REMOVE THE SAME), IN GRUNDY COUNTY, ILLINOIS.

The Developer has also entered into a contract to acquire a 0.967 acre parcel of real property, located north of the northwest corner of Parcel 1, which real property is zoned in the Industrial District and is vacant, being part of a larger parcel of real estate bearing real estate property identification number 09-11-100-013 ("Parcel 6"), and being legally described as follows:

PARCEL 6:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE NORTH 88 DEGREES 12 MINUTES 59 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1148.33 FEET TO A POINT ON THE EAST LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY CHICAGO AND ALTON RAILROAD COMPANY) ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 39 MINUTES 03 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 467.92 FEET; THENCE SOUTH 21 DEGREES 50 MINUTES 05 SECONDS EAST, A DISTANCE OF 498.02 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE SOUTH 88 DEGREES 12 MINUTES 59 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING IN GRUNDY COUNTY, ILLINOIS.

Parcels 1, 2, 3, 4, 5 and 6 shall hereinafter be cumulatively known as the "Property." Developer has filed an application for amended preliminary and final planned unit development, conditional use, and zoning map amendment approvals with respect to the Property. Appearing and testifying on behalf of the Developer before the Village's PUD Committee and at the Zoning Board of Appeals ("ZBA") public hearing on July 30, 2018 (the "Hearing") for Developer were attorney Ken Carlson of Tracy, Johnson & Wilson, and civil engineer Jason Wiesbrock of Spaceco Inc. Numerous area residents attended, posed questions to Developer or otherwise offered testimony.

As owner and contract purchaser, respectively, of the Property, together with the co-signature of the fee owner of Parcel 6 on the Amended Coal City Zoning Application dated June

25, 2018 (the "Zoning Relief Application"), Developer has standing and is authorized by Section 156-29 the Village Zoning Code to apply for the zoning relief herein requested.

B. DEVELOPMENT PLANS

Developer has undertaken construction of the proposed improvements to serve the development, including but not limited to construction of the building to be located on Parcel 1, construction of rail and other on site improvements, extension of utilities, and certain roadway improvements. Developer is seeking approval and issuance of an amended and final preliminary planned unit development permit ("PUD") in order to allow Applicant to construct, equip, maintain, develop and operate the Property in accordance with the Amended and Final Preliminary PUD Plat for Hoffman Transportation prepared by Spaceco Inc. dated April 21, 2017 with a revision date of August 1, 2018 (attached hereto and incorporated herein as "**Exhibit B**" and hereinafter, the "Final PUD Plat"). Except as otherwise provided on the Final PUD Plat or explicitly referenced herein, all plans previously approved in connection with Ordinance Number 17-13, including the landscaping plan prepared by McCallum Associates and dated April 27, 2017, the photometric site plan prepared by McCallum Associates and dated April 26, 2017, and the revised renderings, architectural elevations of the proposed buildings, signage plans, and other supporting materials submitted as part of the application for zoning relief and/or presented at the Preliminary PUD Hearing by Harris Architects Inc., as hereinafter defined (cumulatively the "Plans") remain as previously approved in Ordinance 17-13, and are generally described as follows:

- (i) A rail spur extended from the Union Pacific Railroad tracks (the "Rail Improvements") to service the development of the "Transloading Facilities", as hereinafter defined;
- (ii) A Transloading distribution, truck terminal and warehouse facility to be operated by Hoffman Transportation or other businesses owned and controlled by Developer and consisting initially in "Phase One" of up to two industrial warehouse structures of approximately 400,150 square feet each or approximately 800,000 square feet in the aggregate (the "Buildings");
- (iii) Truck terminals, loading docks, offices within the Buildings, washing facilities which may be serviced by a private water well for the washing and cleaning of truck trailers and rail containers, and developing the Property with accessory surface parking, lighting, signage, landscaping, stormwater drainage facilities, 30" sanitary sewer and service line extensions thereof, watermain, private drives, public rights-of-way, and other accessory improvements related to the development of "Phase One" of the Project, as those terms are defined herein (the "Accessory Improvements") (cumulatively, the Phase One Buildings and Accessory Improvements shall be known as the "Transloading Facilities");
- (iv) Site grading on the Property;
- (v) Certain off-site traffic, infrastructure and utility improvements adjacent to the Property and certain Reed Road improvements adjacent to the southern

boundary lines of the Property approved by Grundy County, including curb-cuts, dedicated public right-of-way and a right-hand westbound turn lane for approaching traffic seeking ingress into the Property;

- (vi) Subsequent to the adoption of Ordinance Number 17-13, Applicant entered into an agreement with Grundy County regarding access to the Property from Reed Road and the nature, existence and dimensions of curb-cuts, dedicated public right-of-way and a right-hand westbound turn lane for approaching traffic seeking ingress into the Property. The Plans approved herein with respect to Phase Two are expressly subject to the requirements set forth in said agreement with respect to improvements which may be required for Reed Road; and
- (vii) Such other and further on- and off-site improvements in accordance with the Plans as approved and as shall be subsequently permitted and approved by the Village and other jurisdictional entities in the building permit process, including but not limited to the construction of curb-cuts, driveways, deceleration or turn lanes, pavement widening, traffic control signage or signals, and private access drive and private internal roadways for onsite circulation within the Property.

In addition, Developer seeks approval of the following changes to the previously approved Plans:

- (viii) Certain off-Property utility improvements including the extension of a 30" sanitary sewer and a 12" and 16" watermain as shown on the Off-Site Utility Extension Exhibit prepared by Spaceco, Inc. dated July 30, 2018 and attached hereto as **Exhibit "C"**;
- (ix) (a) the alternate north/south access route previously identified on the Preliminary PUD Plat shifting to the location depicted on the Final PUD Plat as the "Private Access Road" and "Proposed 66' Private Ingress/Egress Easement," located along the eastern boundary of Parcels 2, 3 and 4 (hereinafter, the "Reed Access and Easement"), in substantial accordance with the alternate route referenced in Paragraph 2(E)(10) of Ordinance 17-13; and (b) the Reed Access and Easement remaining a private access drive for the use and benefit of Parcels 1, 2, 3 and 4.
- (x) A public ingress/egress and utility easement over the north 66' of Parcel 5, Parcel 2, and the northeast corner of Parcel 1, as depicted on the Final PUD Plat (the "Berta Access Easement") to provide a means of ingress/egress for the use and benefit of the general public in connection with the future development of Parcel 2, Parcel 5 and other adjoining properties north of the Public Easement, it being mutually understood and acknowledged by the Developer and the Village that the Village is not obligated by the dedication or acceptance of the Berta Access Easement to construct any roadway, utility or other improvements therein.
- (xi) Rail improvements on Parcel 6 to be constructed by Developer and the construction of a siding track on the Union Pacific Rail Road right-of-way to provide a rail for the delivery of rail cars as shown on the Via Rail Engineering Switching Diagram plans, Sheets 1 – 8, dated July 9, 2018, cumulatively attached hereto as **Exhibit "D"**

(the physical rail improvements depicted in Exhibit D shall be known as the "Via Rail Plans"). The Via Rail Plans, together with certain operational plans of the Union Pacific Rail Road described at the Hearing and set forth in that certain letter dated August 6, 2018, appended hereto as **Exhibit "E"** (the "UP-Hoffman Service Plan"), are intended to eliminate the need to cross Spring Road in connection with the delivery to or pick-up of cars from the Hoffman facilities.

Cumulatively, items (i) - (xi) shall be known as the "Project".

C. REQUESTS FOR RELIEF

The Property exceeds the ten-acre threshold established by Section 156-86(D) of the Village Code and, as such, must be developed pursuant to an approved planned unit development permit. In this case, the Property, inclusive of the portion under contract for purchase, consists of approximately 156 acres, eclipsing the minimum size requirements that trigger the requirement that a planned unit development permit ("PUD") be obtained in order for development to proceed. As a result of revisions to the preliminary PUD Plat and the addition of Parcels 5 and 6, the Developer is seeking approval of (i) the Final PUD Plat for the Property, inclusive of specific development, building and operational plans within Parcel 1 ("Phase One") pursuant to Article IX of the Village Zoning Code, reserving the development and construction of improvements on Parcel 2 for a future construction phase ("Phase Two") as previously approved; (ii) zoning map amendments to rezone Parcels 3 and 4 from their current A-1 Agricultural Zoning district ("A-1") designations to an I-1 Industrial Zoning district ("I-1") designation and to have Parcel 5 reclassified from its present Grundy County agricultural zoning classification to the Village's I-1 zoning district via a post-annexation rezoning of Parcel 5 by the Village from its default immediate post-annexation classification in the Village's RS-1 zoning district; (iii) granting a conditional use permit authorizing the use of the I-1 Property for railroad rights of way and trackage and accessory uses, buildings and structures thereto (cumulatively, "Rail Operations") pursuant to Table 9, Group AA, nos. (2) and (47) of the Village Zoning Code; and (iv) for leave to subsequently submit for Village approval and subsequent recording a preliminary and final plat of subdivision substantially conforming to the Final PUD Plat as approved by the Village Board creating a railyard parcel, of approximately 35 acres, along the western edge of the Property as depicted as "Lot 1" (and including Parcel 6 on the Final PUD Plat and a second parcel consisting of the remainder of Parcel 1 and Parcel 2 as depicted as "Lot 2" on the Final PUD Plat.

D. JURISDICTION

Pursuant to powers granted to it by Section 156-313 of the Village Code and in accordance with the procedures and evaluative criteria set out in Articles IX, XI and XIII of the Village Zoning Code, the Zoning Board of Appeals has jurisdiction to hear requests for planned unit developments, conditional use permits, and rezoning and act in its capacity as an advisory body to the Village Board to recommend to the Village Board whether to approve, conditionally approve or reject the proposed amended preliminary and final planned unit development plat, conditional use, and rezoning requested herein. The one-year expiration of the Village's approval of Developer's preliminary planned unit development was previously extended by the Village's adoption of Ordinance 18-09 on May 9, 2018, with such extension granted so long as Developer submitted a petition for amended preliminary and final planned unit development

approval for the Property prior to August 8, 2018. Developer has timely applied for such relief in accordance with the terms of Ordinance 18-09, and, as such, Developer's pending application for approval of the amended preliminary and final PUD Plat is timely and within the Village's jurisdiction.

As a result of significant revisions to the previously approved preliminary PUD Plat within the meaning of Section 2(E)(1) of Ordinance 17-13 and under Section 156-191(C) of the Village Code due to certain revised proposed and constructed improvements and the additions of Parcels 5 and 6, the Zoning Board of Appeals ("ZBA") has jurisdiction to conduct a public hearing and make findings and recommendations concerning regarding the amended preliminary and final PUD plat and make a recommendation to the Village Board regarding the amended preliminary and final PUD plat, in addition to its customary advisory jurisdiction over the requested conditional use and rezoning approvals.

In order to secure approval of the Final PUD Plat to develop and operate the Project on the Property, Developer must demonstrate to the ZBA and Village Board that the Project and Plans, as amended, satisfy the criteria for PUD approval set forth in Section 156-27 of the Village Code and the approval criteria provided in Table 16 of the Village Zoning Code. Developer must further demonstrate to the ZBA and Village Board that Parcel 3, 4 and 5 should be rezoned from their present zoning classifications to I-1 in accordance with the procedures and criteria set out in Section 156-27 and Table 26 of the Village Zoning Code. Finally, the Developer must satisfy the ZBA and, ultimately, the Village Board that its proposed Rail Operations satisfy the approval criteria for conditional uses provided in Table 24 of the Village Zoning Code.

E. NOTICE

Notice of the public hearing was duly provided by Developer in accordance with Section 156-27 of the Village Code via (i) notice published in the *Coal City Courant* on July 11, 2018, (ii) signage posted on the Property at least 15 days prior to the public hearing, and (iii) written notice to abutting owners and owners across the street from the perimeter of the Property.

F. PUBLIC HEARING

Prior to the ZBA convening the public hearing on July 30, 2018 in accordance with the Open Meetings Act and concluding on July 30, 2018 (the "Hearing"), the Village convened multiple public meetings of its Planned Unit Development Review Committee ("PUD Committee") in accordance with Section 156-90 of the Village Code on July 11, 2018 and July 24, 2018, for purposes of reviewing the Plans and revisions thereto and offering direction and evaluation to Developer in order to enhance the Plans. On July 24, 2018, PUD Committee offered a verbal endorsement of the application for amended and final planned unit development plat and Project to the ZBA prior to the conclusion of the Hearing, subject to certain recommended modifications and clarifications, which were subsequently incorporated by Developer into its application and supporting exhibits and presented at the Hearing.

Prior to the Hearing, the ZBA reviewed the application for the amended preliminary

and final planned unit development plat and approvals and requested zoning approvals, the Plans, the PUD Committee's favorable recommendation, and a memorandum from the Village Zoning Administrator. After reviewing the application for a planned unit development permit and rezoning, associated site plans, narrative, the PUD Plat and multiple iterations thereof as the same was refined to address questions and concerns of the Village and neighboring property owners (cumulatively, the "Application Materials"), the ZBA conducted a properly noticed public hearing, which was convened and concluded, on July 30, 2018. At the Hearing, the ZBA listened to testimony and evidence presented by Developer's agents and consultants in support of the requested application for approval of the amended preliminary and final planned development plat and rezoning, questioned the Developer, and listened to comments and questions several Village and area residents. All of the testimony and evidence presented at the Hearing was recorded, and the minutes and audiotape from the Hearing, together with the Plans, are available for review at Village Hall during regular business hours. A transcript of the Hearing is anticipated to be available shortly.

G. CRITERIA

1. PUD

Planned unit developments are governed by Title IX and Table 16 of the Zoning Code. The purpose of the PUD is to provide a more flexible zoning approach in which land can be developed innovatively and in a manner that encourages better design and planning for large-scale developments than would otherwise be possible under straightforward application of the Village's typical zoning regulations. Pursuant to Section 156-191(C) of the Village Code, amendments are required for material changes or additions to an approved preliminary PUD plan or for any final PUD plan that does not conform to the approved preliminary PUD plan. Upon a determination that the requested amendment constitutes a substantial change from the previously-approved preliminary PUD plans, the public hearing procedures and criteria associated with preliminary PUDs are re-triggered.

Pursuant to Table 16 to the Village Zoning Code, the specific factors considered by the ZBA in formulating its recommendation as to final action on the request for amended preliminary and final planned development permit approval are:

I. Superior Design

The planned unit development represents a more creative approach to the unified planning of development and incorporates a higher standard of integrated design and amenity than could be achieved under otherwise applicable zoning district and subdivision regulations and that solely on this basis modifications to the use and design standards established by such regulations are warranted.

II. Meets Planned Unit Development Requirements

The planned unit development meets the requirements for planned unit developments set forth in this chapter and no modifications to the use and design standards otherwise applicable are allowed other than those permitted herein.

III. Consistent with Village Comprehensive Plan

The planned unit development is generally consistent with the objectives of the Village Comprehensive Plan as viewed in light of any changed conditions since the adoption thereof.

IV. Public Welfare

The planned unit development will not be detrimental to the public health, safety, morals, or general welfare.

V. Compatible with Environs

Neither the planned unit development nor any portion thereof will be injurious to the use and enjoyment of other properties in its vicinity, seriously impair property values or environmental quality in the neighborhood, nor impede the orderly development of surrounding property.

VI. Natural Features

The design of the planned unit development is as consistent with the preservation of natural features of the site such as floodplains wooded areas, natural drainageways, or other areas of sensitive or valuable environmental character.

VII. Circulation

Streets, off-street parking, and off-street loading as appropriate to the planned land uses are provided. The resulting modes of transit are adequate in location, size, capacity, and design to ensure safe and efficient circulation of automobiles, trucks, fire trucks, garbage trucks, and snow plows as appropriate without blocking traffic, creating unnecessary pedestrian-vehicular conflict, creating unnecessary through traffic within the planned unit development, or unduly interfering with the safety or capacity of adjacent streets.

VIII. Open spaces and Landscaping

The quality and quantity of common open spaces and landscaping provided are consistent with the higher standards of design and amenity required of a planned unit development. The size, shape, and location of a substantial portion of total common open space provided in residential areas render it usable for recreation purposes. Open space between all buildings is adequate to allow for light and air access by fire-fighting equipment, and for privacy where walls have windows, terraces, or adjacent patios. Open space along the perimeter of the development is sufficient to protect existing and permitted future uses of adjacent property from adverse effects from the development.

IX. Covenants

Where individual parcels are to be later sold, adequate provision has been made in the form of deed restrictions, homeowners' or condominium associations, or the like for:

- (a) The preservation and maintenance of any open spaces, thoroughfares, utilities, water retention or detention areas, and other common elements not to be dedicated

to the Village or another public body.

- (b) Such control of the use and exterior design of individual structures as is necessary for continuing conformance to the planned unit development plan, such provision to be binding on all future ownership.

X. Public Services

The land uses, intensities, and phasing of the planned unit development are consistent with the anticipated ability of the Village, the school districts, and other public bodies to provide and economically support police and fire protection water supply, sewage disposal, schools, and other public facilities and services without placing undue burden on existing residents and businesses.

XI. Phasing

Each proposed development phase of the planned unit development can, together with any phases that preceded it, exist as an independent unit that meets all of the foregoing criteria and all other applicable regulations herein even if no subsequent phase should ever be completed.

2. Rezoning Parcels 3 and 4 from A-1 to I-1 and Parcel 5 from RS-1 (following annexation) to I-1

Section 11-13-14 of the Illinois Municipal Code, 65 ILCS 5/11-13-14, grants the Village authority to amend the zoning designation of particular parcels by ordinance. Zoning map amendments are governed by Title XIII and Table 26 of the Zoning Code, as follows:

(1) Compatible with Use or Zoning of Environs

The proposed use(s) or the uses permitted under the proposed zoning classification are compatible with existing uses or existing zoning of property in the environs.

(2) Supported by trend of Development

The trend of development in the general area since the original zoning of the affected property was established supports the proposed use or zoning classification.

(3) Consistent with Comprehensive Plan Objectives

The proposed use or zoning classification is in harmony with the objectives of the Comprehensive Plan of the Village as viewed in light of any changed conditions since the adoption of the Comprehensive Plan or adoption of a new Comprehensive Plan.

(4) Furthers Public Interest

The proposed use or zoning classification promotes the public interest and not solely the interest of the applicant.

In addition to the factors articulated in Table 26, because the rezoning criteria are the same as the original zoning criteria, the ZBA also examined the rezoning request in light of the "*LaSalle/Sinclair Pipe* factors," to the extent that the below factors are not encapsulated within the Table 26 criteria, as follows:

- (5) The existing uses and zoning of nearby property;
- (6) The extent to which property values are diminished by the particular zoning restrictions;
- (7) The extent to which the destruction of property values of the petitioner promotes the health, safety, morals, or general welfare of the public;
- (8) The relative gain to the public as compared to the hardship imposed on the individual property owner;
- (9) The suitability of the property for the zoned purpose; and
- (10) The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the Property;
- (11) The public need for the proposed use; and
- (12) The thoroughness with which the Village planned and zoned its land use.

3. Conditional Use Authorizing Rail Operations on the Property

Conditional uses are governed by Title XI and Table 24 of the Village Zoning Code, with the approval of the conditional use requiring the Village to find that the proposed Rail Operations are compatible with the existing uses of property in the area in the following ways:

- (1) **Traffic**
Any adverse impact of types of volumes of traffic flow not otherwise typical in the zoning district has been minimized.
- (2) **Environmental Nuisance**
Any adverse effects of noise, glare, odor, dust, waste disposal, blockage of light or air, or other adverse environmental effects of a type or degree not characteristic of permitted uses in the zoning district have been appropriately controlled.
- (3) **Neighborhood Character**
The proposed use will fit harmoniously with the existing natural or man-made character of its surroundings, and with permitted uses in the zoning district. The use will not have undue deleterious effect on the environmental quality, property values, or neighborhood character already existing in the area or normally associated with permitted uses in the district.
- (4) **Public Services and Facilities**
The proposed use will not require existing community facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor

generate disproportionate demand for new services or facilities, in such a way as to place undue burdens upon existing development in the area.

(5) Public Safety and Health

The proposed use will not be detrimental to the safety or health of the employees, patrons, or visitors associated with the use nor of the general public in the vicinity.

(6) Other Factors

The proposed use is in harmony with any other elements of compatibility pertinent, in the judgment of the Village Board, to the particular conditional use or its particular location.

II. FINDINGS OF FACT & LEGAL CONCLUSIONS

After reviewing all application materials, hearing testimony, receiving evidence, and listening to public comment at the Hearing conducted on July 30, 2018, the ZBA finds as follows:

1. The foregoing recitals shall be and are hereby incorporated into and made a part of the Findings and Conclusions as if fully set forth herein.
2. All exhibits, testimony and evidence presented at the Hearing are made a part of the official record of proceedings and are hereby incorporated into and made a part of the Findings and Conclusions as if fully set forth herein.
3. The ZBA finds and concludes that the Hearing was properly noticed.
4. The ZBA finds and determines that Developer abided by all of the procedural requirements associated with the Village's PUD, conditional use and rezoning processes.
5. The ZBA finds and determines that the Final PUD Plat constitutes a substantial change from the previously approved preliminary PUD within the meaning of Section 156-191(C) of the Village Code, in that it proposes:
 - a. A change of more than ten feet (10') in the location of an area or right-of-way to be conveyed to or reserved for the Village, insofar as the Berta Access Easement is re-oriented and situated on the Property from the initially-approved north/south public access (see §156-191(c)(4)(b)); and
 - b. The addition of Parcels 5 and 6.
6. Upon a determination that the requested amendment constitutes a substantial change from the previously-approved preliminary PUD plans, the public hearing procedures and criteria associated with preliminary PUDs are re-triggered.
7. Developer is the owner of Parcels 1, 2, 3, 4 and 5, and the contract purchaser of

Parcel 6.

8. Consistent with the application materials, including exhibits, amended exhibits and testimony presented at the Hearing, the Project is generally described as set out in the preamble, provided however, that to the extent that any of the proposed improvements are mischaracterized, reference should be made to the exhibits appended hereto.

7. Except as may otherwise be explicitly set forth herein, the ZBA readopts and ratifies the findings set forth in its Report of Findings of Fact and Recommendation to the Village Board of Trustees for Conditional, Preliminary Planned Unit Development and Zoning Map Amendment Approvals, dated May 16, 2017, and attached to Ordinance Number 17-13 as such findings relate to Parcels 1, 2, 3 and 4.

8. Subsequent to the adoption of Ordinance Number 17-13, Applicant entered into an agreement with Grundy County regarding access to the Property from Reed Road and the nature, existence and dimensions of curb-cuts, dedicated public right-of-way and a right-hand westbound turn lane for approaching traffic seeking ingress into the Property. A copy of said agreement is attached hereto as **Exhibit "F"** ("Reed Agreement"). The Plans approved herein with respect to Phase Two are expressly subject to the requirements set forth in the Reed Agreement with respect to improvements which may be required for Reed Road and triggering events for such improvements.

9. Transloading operations on the Property are proposed to operate 24 hours per day, seven days per week, with access to Phase One buildings on the Property via a curb cut and 66' wide private road improved by Developer in accordance with Village design standards in stages as may be necessary to enable truck traffic to access the Phase One Buildings and circulate within the Property to safely conduct the proposed operations. A portion of such private road has been constructed in the location depicted on the Final PUD Plat. A private easement has been reserved on the Final PUD Plat along the eastern boundary of Parcels 2, 3 and 4 so as to afford continuous north-south ingress and egress from the southern to the northern boundary of the Property for the use and benefit of Parcels 1, 2, 3 and 4.

10. A 66' permanent public ingress/egress and utility easement has been reserved along a portion of the northern boundary of Parcel 1 and the northern boundaries of Parcels 2 and 5 to provide ingress and egress for roadway and utility purposes to Berta Road. The Berta Access Easement shall be dedicated to the Village as a public right-of-way for the use and benefit of the general public without charge to the Village promptly following notice by the Village of the subdivision, development or issuance of building permits for the development of parcels within or adjacent to the Property that receive primary ingress/egress access to and from such parcel to Berta Road. The Berta Access Easement depicted on the Final PUD Plat shall further provide for a temporary construction easement over and across the Berta Access Easement for the purpose of enabling the private construction and subsequent public inspection, maintenance and repair of roadways within the Berta Access Easement as per final engineering plans and specifications subsequently submitted by private owner(s) or developer(s) and approved by the Village for the development of Phase Two or adjacent properties receiving primary

ingress/egress access from and to Berta Road, said grant of rights to authorize the grantee to cut, trim or remove trees, bushes, fences, dirt, rock, soils and such other items as may be reasonably required incident to the rights herein granted. Notwithstanding the foregoing, the Village and Developer agree that Developer shall not be obligated to improve the Berta Access Easement up to the Village's public road standards as a condition precedent of dedication, the Village and Developer acknowledging and agreeing that the intent of the parties is that the owner or developer of the parcel triggering the dedication as set forth hereinabove shall be responsible for required improvements located within the easement area as a condition precedent of or contemporaneously with such dedication.

11. The ZBA finds and determines that the PUD process is designed to provide a more flexible zoning procedure than would otherwise be possible under straightforward zoning regulations in order to encourage innovation, efficiency and superior design. See §17.56.200(A) of the Village Code.

12. The ZBA finds and determines that the proposed transloading and warehousing uses are permitted uses under the I-1 zoning district classification. "Railroad rights of way and trackage" and accessory uses, buildings and structures thereto (cumulatively, "Rail Operations") are conditional uses within the I-1 zoning district, pursuant to Table 9 Group AA, nos. (2) and (47) of the Village Zoning Code.

13. Rail Operations are compatible with the proposed uses of the Property and are deemed compatible with other uses in the I-1 zoning district by inclusion of such uses as a conditional use.

14. The Project will be developed in accordance with the Plans, as amended, and exhibits approved by Ordinance 17-13, as incorporated or as amended by any forthcoming ordinance approving the Final PUD Plat, rezoning of Parcels 3, 4 and 5 and authorizing Rail Operations as a conditional use of the Property (cumulatively, the "Zoning Relief Ordinance"), the conditions set forth in the Zoning Relief Ordinance, and in accordance with any building permits and any other permits and approvals and other necessary land use and construction approvals from the Village or other bodies with jurisdiction over any element of the Project (cumulatively, the "Approvals") as shall be necessary or appropriate to construct the Project in accordance with the Final PUD Plat and Zoning Relief Ordinance.

15. The ZBA recommends that the Project on the Property be developed in accordance with the Final PUD Plat, Zoning Relief Ordinance and Approvals.

16. The ZBA recommends that the improvements, use and development of Phase Two, except insofar as the same are explicitly depicted on or otherwise approved by the Zoning Relief Ordinance, shall be subject to Developer's application for and the Village's approval of such other and further zoning relief, building permits and other approvals as may be required by the Village in order to develop within and upon Phase Two.

17. While crediting testimony from the owner of an unimproved and unincorporated agricultural parcel adjacent to and south of Parcel 5 regarding the changing character of the previously agricultural area, the ZBA finds that the anticipated industrial usage of Parcels 3, 4 and 5 are suitable for the permissible and conditional uses within the I-1 District and the existing zoning and projected uses of much area property, and is compatible with the surrounding area.

18. the ZBA finds and determines that the rezoning of Parcels 3 and 4 from agricultural to industrial zoning classifications is supported by the industrial trend of development in the surrounding area. Likewise, Parcel 5, presently zoned for agricultural use by Grundy County prior to any annexation by the Village, would be zoned RS-1 upon annexation into the Village by operation of law, but its anticipated use, coupled with the trend of development in the area, is more compatible and better suited to the Village's I-1 zoning classification. The area of Broadway and Reed Road has been and is zoned and identified in the Comprehensive Plan as being appropriate for industrial uses. Parcels 1, 2 and 6 are currently zoned I-1. Existing uses immediately west of the Union Pacific rail are industrial. The proposed intermodal facility is located south of Reed Road in the Broadway corridor.

19. The ZBA finds and determines that the proposed industrial use of the Property generally, and Parcels 3, 4 and 5 in particular, are in harmony with the objectives of the Village's Comprehensive Plan. Development of the Property in accordance with the Zoning Relief Ordinance and as part of the PUD process promotes cohesive and unified land planning, provides planned access to Reed Road for other parcels likely to be developed for industrial uses, reserves a public access and utility easement in order to reserve a link to Berta Road for potential use in connection with Phase Two development on the Property, potential future use of Parcel 5, and other future development in the area, supports economic stability through development of new business in the Village, creates additional opportunities for employment, and enhances and extends public infrastructure, including utility extensions that promote further regional development.

20. The ZBA finds and determines that the Project, inclusive of the rezoning and Rail Operations use, furthers the public interest insofar as it will further development in the area, increase the property tax base, bring new business into the Village, create additional jobs and employment opportunities within the Village, and generate secondary economic benefits to other businesses in the area seeking to service the needs of the new work force. The benefits of rezoning of Parcels 3, 4 and 5 to I-1 in connection with the Project do not inure to the Developer alone, but will further enhance and extend public improvements, and provide access to Reed Road for the development of industrial parcels within the Property and reserves a future access pathway to Berta Road for future development on the Property and in the vicinity thereof in order to minimize the deleterious impacts of increased truck traffic volume on other Village streets intended for residential traffic.

21. The ZBA finds and determines that the Property, once improved as depicted in the Plans and the off-site utility extensions depicted in Exhibit C, will be serviceable immediately by public utilities, sanitary sewer, gas and electrical services, which utilities are capable of supporting commercial or residential uses.

22. The ZBA finds that the Project helps to meet the Village's economic development objectives of transforming certain underutilized agricultural properties into a thriving industrial district with opportunities for job and property tax growth.

23. The ZBA finds that the Project evinces superior design insofar as the integrated use of rail in connection with the transloading facility operations demonstrate an efficient development plan which would not otherwise be permitted under strict application of the zoning district and subdivision regulations.

24. The ZBA finds that the PUD meets the requirements for planned unit developments under the Village's ordinance without modification to Village ordinances except as otherwise set forth in the Final PUD Plat and subject to the conditions on approval set forth in the Zoning Relief Ordinance.

25. The ZBA finds that the proposed development is consistent with the Village's Comprehensive Plan in that development of the Property as a PUD will promote cohesive and unified land planning, provide planned access for other parcels likely to be developed for industrial uses without impacting streets within the Village which are intended to be used for residential traffic, support economic stability through development of new business in the Village, create additional opportunities for employment, and enhance and extend public improvements.

26. The ZBA finds that the Project will be developed in accordance with the Final PUD Plat and the conditions set forth in the Zoning Relief Ordinance. As such, the proposed uses will be operated in accordance with Village ordinances, and, as such, will not be detrimental to the public health, safety, morals or general welfare of the community.

27. The proposed uses of the Property are either permitted or Rail Operations conditional uses in the I-1 industrial zoning district. The proposed uses will be developed in accordance with the Final PUD Plat and the Zoning Relief Ordinance, all in accordance with the ordinances of the Village. The Plans approved in the Zoning Relief Ordinance include lighting and landscaping plans to mitigate negative externalities to other properties in the vicinity of the Project. The proposed development will not impede, but rather encourage and lay a foundation for further orderly development of surrounding properties and, is, in fact, consistent with the type of industrial development planned for by the Village in the general area.

28. The ZBA finds and determines that the Property does not contain significant environmentally sensitive features, such as flood plains, wooded areas. The proposed development takes into account and addresses the natural drainage ways in the drainage plan for the Property to the apparent satisfaction of the Claypool Drainage District and will at all times remain subject to the Village's stormwater management ordinance, adopted by reference in Chapter 153 of the Village Code. The ZBA finds and credits testimony from Developer that it will televise the existing drain tile on the Property before the end of August, 2018, which is recommended as an explicit condition within any forthcoming Zoning Relief Ordinance.

29. The ZBA further credited Developer's testimony that it would conduct a drain tile survey at its expense in connection with and as a condition precedent of any earthwork associated with Phase Two or other future industrial development of the Property or adjacent parcels that may now or hereafter become owned by Developer or a related entity and developed for industrial purposes. Correspondence to Village Administrator Matt Fritz from Developer's attorney dated July 24, 2018 setting forth the foregoing drainage plans in Paragraph 1 in response to concerns articulated by the PUD Committee is attached hereto as **Exhibit "G"**.

30. The ZBA finds and determines that the Project provides for the eventual development and dedication of the Berta Access Easement, which reserves a path for future private development and subsequent public dedication of an east-west public road to service other parcels in the vicinity which are anticipated to be developed for industrial uses, in lieu of the alternate public north-south ingress-egress easement previously approved, which is now the private Reed Access and Easement depicted on the Final PUD Plat. The proposed development plan provides for safe and efficient circulation within the interior of the proposed industrial parcel being developed in Phase One of the development. The proposed development will not create unnecessary through traffic within the proposed development or unduly interfere or burden the safety or capacity of other Village streets.

31. The ZBA finds that Developer, in conjunction with the Union Pacific Railroad, proposes significant changes and improvements to the initial physical and operational rail service plans for the Project in order to address concerns raised by the Village regarding potential crossings of Spring Road projected to occur as a function of the original Plans. The physical improvements constructed by Developer, the Via Rail Plans, together with certain operational plans of the Union Pacific Rail Road set forth in the UP-Hoffman Service Plan, and further detailed by Via Rail Engineering consultants at a public Planning and Zoning Commission meeting, described at the Hearing, and as described set forth in Paragraphs 31 – 35 below (cumulatively, the Via Rail Plans, UP-Hoffman Service Plan, and description in Paragraphs 31-35 below shall be known as the "Rail Operational Plans"), are intended to eliminate the need to cross Spring Road in connection with the delivery to or pick-up of cars from the Hoffman facilities.

32. The ZBA credited testimony from Developer regarding its agreement with the Union Pacific that the Union Pacific will detach rail cars destined for Hoffman facilities from the remainder of the train on the Union Pacific mainline prior to proceeding north up the Pequot subline in order to avoid bringing rail cars to the Property that are not intended for delivery to the Property, which will have the impact of limiting the length of the trains servicing the Property and consequently minimizing Reed Road rail crossing closure times.

33. The ZBA received information regarding the Surface Transportation Board's reclassification of certain portions of the UP's rail line from the Pequot Curve to Reed Road to industrial lead track, as further detailed in the "Union Pacific Railroad Company Discontinuance of Service Exemption in Grundy County Illinois" dated June 30, 2017 and attached hereto as **Exhibit "H"** (the "Reclassification").

34. The VIA Rail Plans depict two sliding derailleurs with crowders placed on the Union Pacific main line at locations 200' south of Spring Road and 200' north of Reed Road. These

devices require manual disembarking and unlocking by a rail engineer prior to any train traffic crossing the derailer controlled by the UP. This is expected to limit the switching movements in service of Developer to the portion of rail between the two derailleurs.

35. The ZBA finds that the unit train will travel the UP main line northward from its originating point in Bloomington until it arrives at the switch for the Pequot sub. If there are train cars on the unit train to be delivered to other stops north of Coal City, they will be detached from the train. The UP will then drop off loaded cars destined for Developer on the east siding. The UP will then pick up any of Developer's empty cars (if any) on the west siding leased by Developer. These operational plans are designed to obviate the need for UP switching north of Spring Road.

36. After completing the aforementioned rail movements, the train, now consisting of Developer's loaded and empty cars, as the case may be, shall proceed southward through the Reed Road crossing and back to the main line.

37. The ZBA finds that Union Pacific's operational and service plans for the Project and the Property as presented by Developer at the Hearing reflect the mutual intentions of the parties at this time, but are subject to change at any time at the discretion of the Union Pacific, in accordance with federal regulations and subject to the approval of federal agencies charged with jurisdiction over the Union Pacific's rail operations.

38. The ZBA finds that the revised Rail Operational Plans, consisting of physical improvements and operational plans described above, obviate the need for and likelihood of Union Pacific Spring Road rail crossings in connection with the delivery to or pick-up of cars from Hoffman facilities in Phase One of the Project, constitute significant improvements on the previously-approved Plans presented in connection with the Preliminary PUD.

39. The ZBA finds that Developer and the Union Pacific have endeavored to make Spring Road crossings unlikely in the near term and for the foreseeable future and that the Rail Operational Plans mitigate the secondary impacts of rail traffic on vehicular traffic utilizing Reed and Spring Roads to the maximum extent that is commercially feasible for a successful economic development and to a degree that is reasonable.

40. The ZBA also finds that industrial transloading operations of the type proposed for the Project and potential future expansions thereof have inherent extra-territorial impacts on the area beyond the boundaries of the Property in that rail and truck traffic increases are an anticipated function of a successful Project.

41. The ZBA finds and determines that the lack of common open spaces is acceptable in the context of an intensive industrial use not anticipated to be utilized or desired for leisure by the general public or employees working on site.

42. The ZBA finds and determines that the landscaping plans as originally presented in connection with the Preliminary PUD sufficiently screen the sound and visual impacts of the Project on other properties in the area and are not subject to any revisions or amendments in connection with the Final PUD Plat or Zoning Relief Ordinance.

43. The ZBA finds and determines that the Project, as modified and presented at the Hearing following the consideration and comments of the PUD Committee and its member bodies, will not place an undue burden on the existing residents and businesses of the Village or other jurisdictional bodies. The projected utility demands associated with the Project are not significant and will not create extraordinary cost to the Village. In light of the private security and the fire protection improvements constructed upon the Property and installed in the constructed structure and anticipated for future buildings within the Project, the demands upon the Village for police services are not anticipated to extraordinarily impact the Village's ability to effectively police its existing residences and businesses.

44. The ZBA finds and determines that Phase One of the Project will have limited negative impacts on schools or Village-owned streets related to the heavy usage of the street network by construction traffic, but that the anticipated primary routes of truck traffic to and from I-55 to the Property will minimize the duration and extent of such impacts. Reed Road improvements and anticipated traffic routes lead the ZBA to find that the adverse traffic impacts associated with the conditional use Rail Operations have been minimized.

45. The ZBA finds that the unique adverse environmental impacts of Rail Operations on the Property are limited because no relief was requested or is recommended to be granted from the Village's industrial performance standards in effect at the time of adoption of the Zoning Relief Ordinance, set forth in Article X ("Performance Standards") and Tables 18 – 23 of the Village Zoning Code, which standards limit the emission of sound, smoke, vibrations, particulate matter, toxic matter, the storage and handling of detonable materials and flammable liquids and gases.

46. Developer testified that materials delivered to and shipped out of the Phase One development are expected to consist of packaged polystyrene pellets and not involve any hazardous materials.

47. The ZBA finds that the Rail Operations on the Property will fit harmoniously with the existing character of its surroundings, and with permitted uses in the I-1 zoning district. Despite the aforementioned testimony from a neighbor of Parcel 5, the ZBA finds that the Rail Operations use of the Property will not have undue deleterious effect on the environmental quality, property values, or neighborhood character already existing in the area or normally associated with permitted uses in the I-1 district.

48. The ZBA concludes that the Rail Operations on the Property are adequately serviced by community facilities and services and that the demands on such facilities and services attributable to the Project on the Property are not disproportionate to the needs of similarly sized permitted uses in the I-1 district.

49. The ZBA expressly limits its findings and recommendations related to the PUD to Phase One (for this purpose, including Parcel 1, 3 and 6) of the Project. No requests have been tendered by Developer, nor any approvals granted to vary the Village's development regulations with respect to the development of Phase Two on Parcel 2, Parcel 5 or any other future phases of development on the Property.

50. Based on the foregoing, the ZBA recommends approval of the Final PUD Plat,

the development of Phase One in accordance with the Plans as amended, the rezoning of Parcel 3 and 4 from A-1 to I-1, the subdivision of the Property into Lot 1 and Lot 2 as depicted in the Final PUD Plat upon submission of preliminary and final subdivision plats consistent with the Final PUD Plat, and the approval of Rail Operations as a conditional use on the Property in accordance with the Plans as amended, subject to the conditions described hereinafter.

51. The ZBA further recommends that upon failure or refusal of Developer to comply with the conditions, restrictions, or provisions set out herein and incorporated in the Zoning Relief Ordinance, that the approvals granted in the Zoning Relief Ordinance will, at the sole discretion of the Village Board by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Board will not revoke the approvals granted herein unless it first provides Petitioner with an opportunity to be heard at a regular or special meeting of the Village Board. The approval of the zoning relief petitioned for is premised on full compliance by Developer, and any other operators or tenants and any successor owners, landlords, lessees, operators, and assigns with the conditions set forth below and, by this reference, incorporated herein.

III. RECOMMENDATION

NOW THEREFORE, following a duly noticed public hearing of the Village of Coal City ZBA, held on July 30, 2018 (Hearing No. ZA-295), the ZBA hereby recommends by a unanimous 6 - 0 vote that the Village Board approve the Final PUD Plat, the development of Phase 1 on Parcel 1, 2 and 6 in accordance with the Plans as amended, the rezoning of Parcels 3 and 4 from A-1 to I-1 and Parcel 5 from RS-1 (upon annexation into the Village) to I-1, the subdivision of the Property into Lot 1 and Lot 2 as depicted in the Final PUD Plat upon submission of preliminary and final subdivision plats consistent with the Final PUD Plat, and the approval of Rail Operations as a conditional use on the Property in accordance with the Plans as amended, based on the Findings of Fact and Recommendation as described herein, and subject to the following conditions:

- A. That the Property be developed and improved in accordance with the Final PUD Plat and Plans;
- B. That Developer shall adjust the lighting, signage and landscaping presented in the Plans as amended, including after initial installation and issuance of a certificate of occupancy, as may be reasonably required by the Village, to ensure that the light and noise sources are properly screened and so as to minimize glare and sound pollution spilling onto adjacent properties in an unreasonable manner;
- C. That Developer and end users shall, prior to commencing build-out occupancy or operations on the Property, obtain all necessary permits, certificates, consents, authorizations and approvals of any kind or nature as may be required by local, state or federal laws or regulations from all governmental bodies with jurisdiction over the Project or any element thereof in order to construct, complete, use and occupy the Project as proposed;

- D. That the Project be constructed in full accordance with the Plans appended to the Zoning Relief Ordinance, subject to any approved minor modifications thereof as may be subsequently permitted by the Village or in major revisions approved following notice and public hearings required to amend the Zoning Relief Ordinance. Changes that are not of a technical nature and which involve a significant deviation from the plans approved herein by the Village Board, as determined by the Village, shall be referred back to the ZBA for recommendation and the Village Board for final approval;
- E. That the Project shall comply with all building, fire and related technical code requirements, with compliance to be determined by the relevant authorities with jurisdiction thereover, and any third-party technical consultants retained by the Village for the purpose of reviewing any permit applications for conformity to technical code requirements;
- F. That in connection with future development on Parcels 2, 4 or 5, Developer shall submit evidence of drainage approvals as may be required by the Claypool Drainage District, if any. Prior to further development on Parcel 2 and Parcel 5, Developer shall cause a drain tile survey to be performed and provide a copy thereof to the Claypool Drainage District. For purposes of this Paragraph, the demolition of the existing residence on Parcel 5 and related demolition cleanup within Parcel 5 shall not be deemed to constitute "development."
- G. That Developer shall televise the drain, that Claypool requested be televised, on or before August 30, 2018.
- H. That Developer shall develop the private Reed Access and Easement within Parcels 2, 3 and 4 in accordance with the Plans and in stages as may be necessary to enable truck traffic to access the Buildings and circulate within the Property to safely conduct the proposed operations;
- I. That the 66' wide east-west public ingress-egress and utility easement depicted on the Final PUD Plat shall be dedicated to the Village as a public right-of-way, including utilities as approved by the Village, for the use and benefit of the general public without charge to the Village promptly following notice by the Village of the subdivision, development or issuance of building permits for the development of parcels within or adjacent to the Property to the north or south that receive primary ingress/egress access to and from such parcel to Berta Road. The 66' permanent ingress/egress easement depicted on the Final PUD Plat shall further provide for a temporary construction easement over and across that portion of the Property (the "Road Easement Area") for the purpose of enabling the private construction and subsequent public inspection,

maintenance and repair of roadways within said easement as per final engineering plans and specifications submitted by subsequent off-site owner(s) or developer(s) and approved by the Village for the development of adjacent properties, said grant of rights to authorize the grantee to cut, trim or remove trees, bushes, fences, dirt, rock, soils and such other items as may be reasonably required in order to construct, improve or maintain the right-of-way;

- J. That Developer submit and record the Final PUD Plat as a condition precedent of subdividing the Property into lots;
- K. That Developer's use of a private well as a source for water for the proposed wash operations be expressly contingent upon providing the Village evidence of Illinois Environmental Protection Agency and other applicable federal, state or local agency approvals of the content of the runoff as the same become available or as requested by the Village from time to time, that Developer ensure the Village or its third-party agents continuing and regular access, at all times during the construction and operation upon reasonable notice, for the purpose of monitoring, sampling and testing the contaminants or pollutants in the resulting runoff resulting from the wash operations, and the opportunity to review and audit Developer's books and records as they relate to the testing and sampling of environmental conditions on site. The ZBA further recommends that the Village's approval be conditioned upon Developer's acceptance of an obligation to immediately cease any run-off inducing activities on site related to the washing operations upon notice from the Village or other jurisdictional body of evidence of elevated levels of contaminants present in such runoff;
- L. That at such time as the current resident of the residence located on Parcel 3 vacates said residence, the use of the residence for residential purposes shall be limited to such use in connection with the business operations on the Property, such as housing for a caretaker, and shall not be leased to any person who is not employed by or otherwise related to the Developer or any business located within the Property. In connection with the residential use of the Property as provided herein, Developer shall have the right, but not the obligation to connect said residence to the Village's water supply or sanitary system upon payment of applicable tap-on and connection fees as provided in the Village Code at the time of connection.
- M. That Developer cease use of, close and remove the temporary construction entrance to the Property along Reed Road to the satisfaction of Grundy County promptly upon the completion and Grundy County approval of the permanent Reed Road entrance to the Property.

- N. That Developer shall construct the additional siding track (identified on the Via Rail Plans as "Private Industry Track AA"), with associated improvements on the Union Pacific Rail Road right-of-way, as depicted on the Via Rail Plans, to provide a rail for the delivery of rail cars such that the Union Pacific Rail Road will not need to cross Spring Road in connection with the delivery from the Hoffman facility.
- O. That Developer adhere to and not undertake any action to revise its agreement with the Union Pacific Rail Road, providing that the Union Pacific Rail Road will only bring rail cars to the Hoffman development that are intended for delivery to the Hoffman development and that other cars will be left on the rail at points south of Reed Road (the "Rail Agreement").
- P. That Developer use its best efforts to limit the number of cars delivered to the Hoffman facility in any delivery to not more than 41 cars or the then existing unused capacity of the Private Industry Track AA.
- Q. That, except in the event of an emergency, Hoffman shall not conduct any switching operation north of the derailler to be located approximately 200 feet south of Spring Road as depicted on the Via Rail Plans.
- R. That Switching operations conducted by Developer shall be conducted in accordance with the "Switching Diagram" (8 sheets) within the Via Rail Plans.
- S. That Developer, prior to constructing rail on Parcel 6 over Nicor high pressure gas lines shall tender to the Village Nicor's written consent to such crossing.

By: Georgette Vota
Georgette Vota, ZBA Chair
On Behalf of and with the Approval
Of the Village of Coal City ZBA

Date: August 8, 2018

EXHIBIT A

ORDINANCE 17-13, INCLUSIVE OF EXHIBITS

APPENDED ON FOLLOWING PAGES

EXHIBIT B

FINAL PUD PLAT

APPENDED ON FOLLOWING PAGES

AMENDED PRELIMINARY AND FINAL PUD PLAT FOR
HOFFMAN TRANSPORTATION - COAL CITY SITE

PROPOSED SITE SUMMARY

LOT 1 - 35.31 AC. - RAILYARD

LOT 2 - 119.63 AC. - REMAINING LAND EAST OF RAILYARD

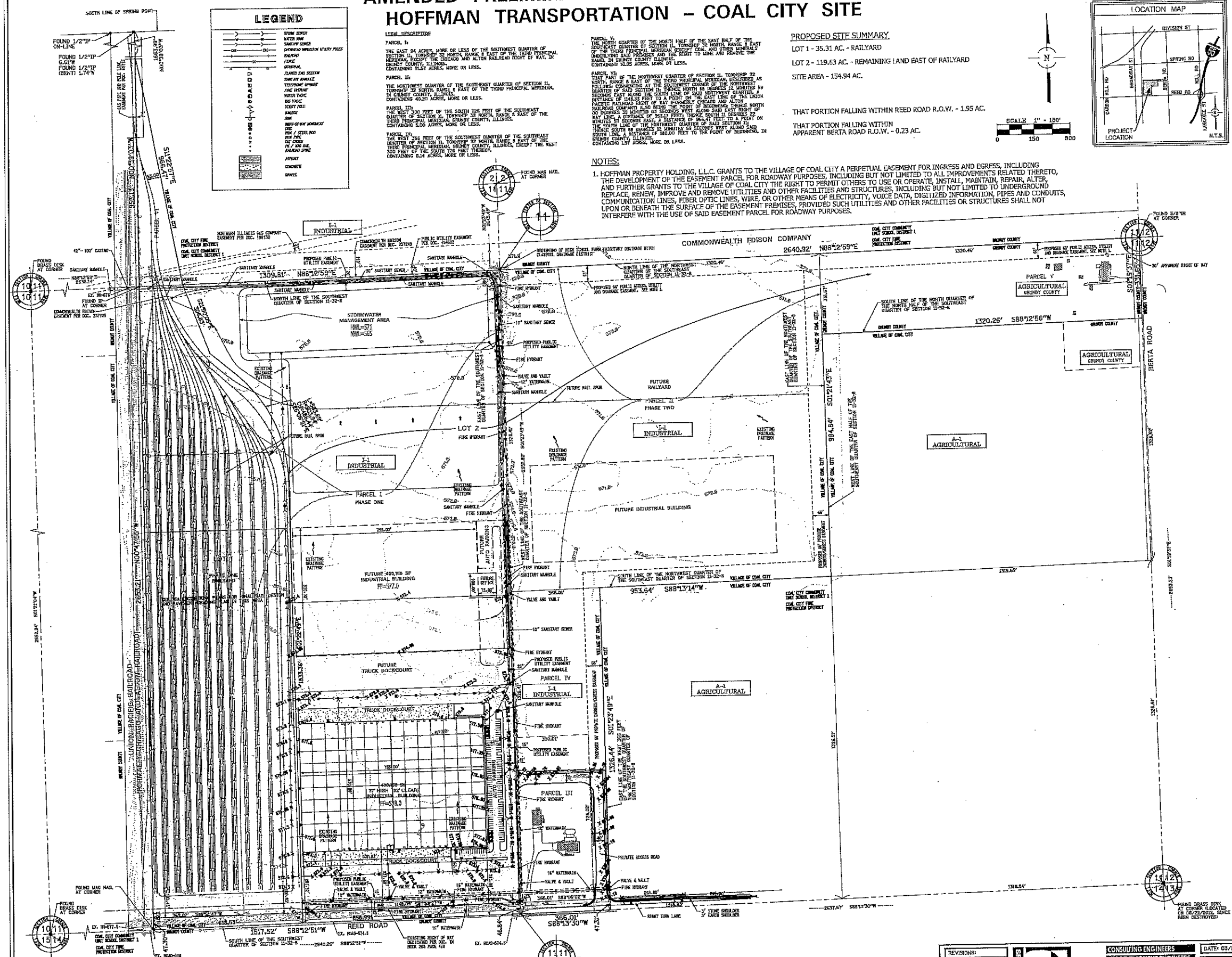
SITE AREA - 154.94 AC.

THAT PORTION FALLING WITHIN REED ROAD R.O.W. - 1.95 AC.

THAT PORTION FALLING WITHIN
APPARENT BERTA ROAD R.O.W. - 0.23 AC.

NOTES:

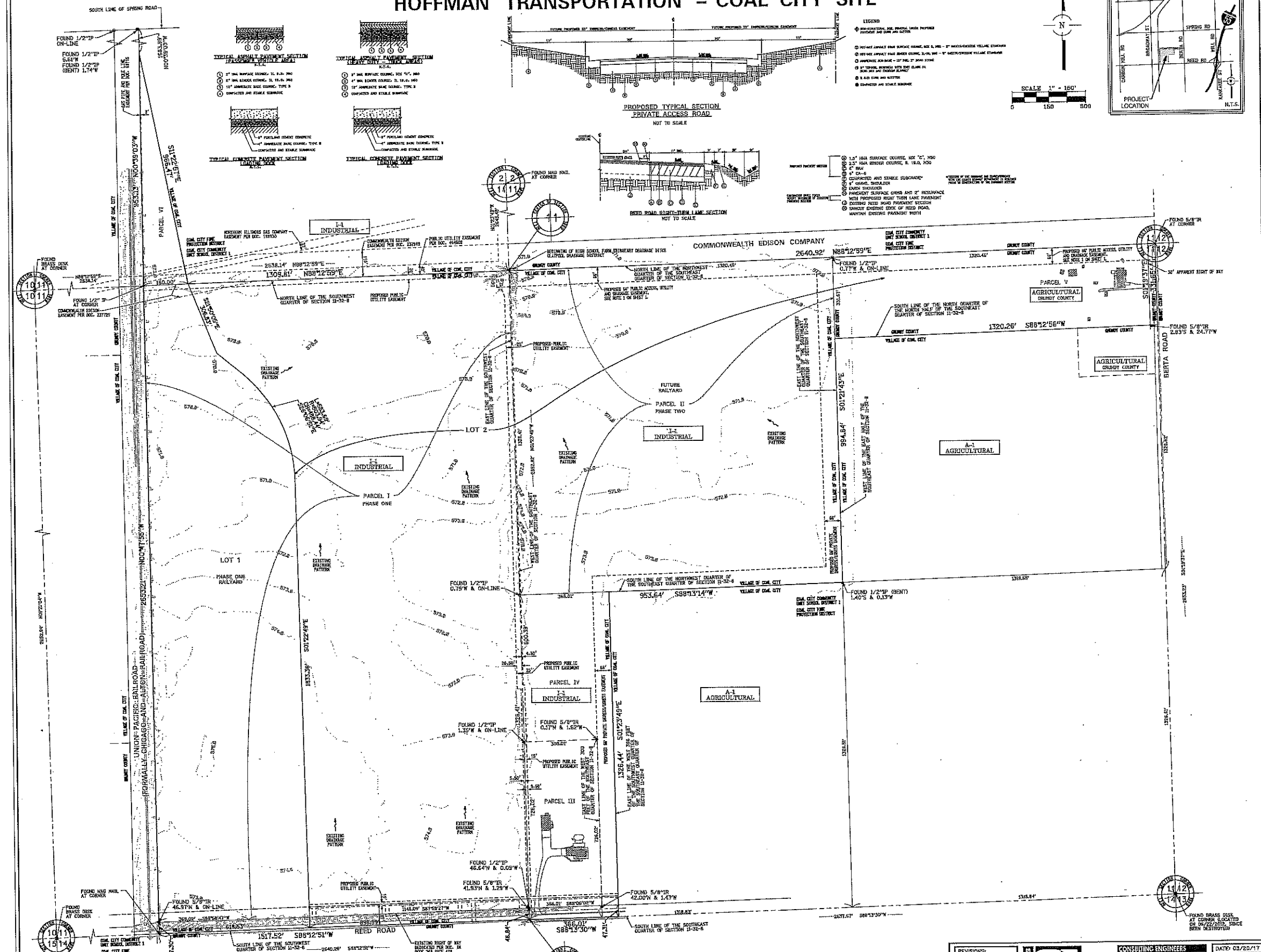
1. HOFFMAN PROPERTY HOLDING, L.L.C. GRANTS TO THE VILLAGE OF COAL CITY A PERPETUAL EASEMENT FOR INGRESS AND EGRESS, INCLUDING THE DEVELOPMENT OF THE EASEMENT PARCEL FOR ROADWAY PURPOSES, INCLUDING BUT NOT LIMITED TO ALL IMPROVEMENTS RELATED THERETO, AND FURTHER GRANTS TO THE VILLAGE OF COAL CITY THE RIGHT TO PERMIT OTHERS TO USE OPERATE, MAINTAIN, REPAIR, ALTER, REPLACE, RENEW, IMPROVE AND REMOVE UTILITIES AND OTHER FACILITIES AND STRUCTURES, INCLUDING BUT NOT LIMITED TO UNDERGROUND COMMUNICATION LINES, FIBER OPTIC LINES, WIRE, OR OTHER MEANS OF ELECTRICITY, VOICE DATA, DIGITIZED INFORMATION, PIPES AND CONDUITS, UPON OR BENEATH THE SURFACE OF THE EASEMENT PREMISES, PROVIDED THAT SUCH UTILITIES AND OTHER FACILITIES OR STRUCTURES SHALL NOT INTERFERE WITH THE USE OF SAID EASEMENT PARCEL FOR ROADWAY PURPOSES.



FOR REVIEW

REVISIONS:	SPACED	S	CONSULTING ENGINEERS	DATE: 03/20/17
04/21/17			SITE DEVELOPMENT ENGINEERS	JOB NO: 9585
04/25/17			LAND SURVEYORS	FILENAME:
04/27/17				9585PRELU-01

AMENDED PRELIMINARY AND FINAL PUD PLAT FOR HOFFMAN TRANSPORTATION - COAL CITY SITE



REVISIONS:	DATE: 03/20/17
04/21/17	DATE: 03/20/17
04/25/17	JOB NO: 9588
	FILENAME:

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

FOR REVIEW

EXHIBIT C

OFFSITE UTILITIES

APPENDED ON FOLLOWING PAGE

EXHIBIT D

VIA RAIL PLANS

APPENDED ON FOLLOWING PAGES

OPERATING PLAN: MANIFEST

1. UPRR POWER WILL ARRIVE NORTHBOUND AND PULL A MAXIMUM OF 41 INBOUND CARS ON PRIVATE INDUSTRY TRACK AA.
2. UPRR POWER WILL UNCOUPLE, UTILIZE MAINLINE TO PULL MAXIMUM 29 OUTBOUND CARS ON LEASED SIDING AND DEPART SOUTHBOUND.
3. INDUSTRY PERFORMS ALL IN-PLANT SWITCHING; SWITCHING INBOUND CARS AND SPOTTING OUTBOUND CARS ON LEASED SIDING (ZTS-129).
4. INDUSTRY WILL ONLY OPERATE ON LEASED MAINLINE AND SIDING BETWEEN DERAILS AT REED ROAD AND SPRING ROAD.

To
UPRR MAINLINE

41 LOADED CARS DELIVERED
TO TRACK AA BY UPRR @ 68' PER CAR

MAX. 29 EMPTY CARS STAGED BY INDUSTRY ON
LEASED SIDING TO BE PULLED BY UPRR

To
EOT

To
BNSF MAINLINE

UPRR - ZTS - 118 - PEQUOT / SUB

UPRR	ROW
------	-----

ROAD SPEED

UPRR LOCOMOTIVE TO PULL LOADED
CARS NORTHBOUND ON TO TRACK AA

SLIDING DERAIL w/CROWDER
- NO SWITCHING MOVEMENTS
NORTH OF THIS POINT

INDUSTRY LOCOMOTIVE @ 75' LENGTH

DETENTION POND

400 0 400

SCALE IN FEET

OPERATING PLAN: MANIFEST

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2. UPRR POWER WILL UNCOUPLE, UTILIZE MAINLINE TO PULL MAXIMUM 29 OUTBOUND CARS ON LEASED SIDING AND DEPART SOUTHBOUND.
3. INDUSTRY PERFORMS ALL IN-PLANT SWITCHING; SWITCHING INBOUND CARS AND SPOTTING OUTBOUND CARS ON LEASEDSIDING (ZTS-129).
4. INDUSTRY WILL ONLY OPERATE ON LEASED MAINLINE AND SIDING BETWEEN DERAILS AT REED ROAD AND SPRING ROAD.

To
UPRR MAINLINE

UPRR LOCOMOTIVE TO COUPLE TO
EMPTY CARS AND DEPART SOUTHBOUND

MAX. 29 EMPTY CARS STAGED BY INDUSTRY ON
LEASED SIDING TO BE PULLED BY UPRR

UPRR	ROW
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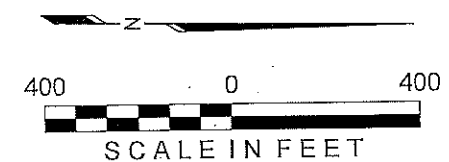
UPRR	ROW
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41 LOADED CARS DELIVERED
TO TRACK AA BY UPRR @ 68' PER CAR

INDUSTRY LOCOMOTIVE TO COUPLE TO LOADED
CARS AND PULL MAX. 23 CAR STRING NORTH

SLIDING DERAIL w/CROWDER
- NO SWITCHING MOVEMENTS
NORTH OF THIS POINT

DETENTION POND



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THE DIRECT SUPERVISION OF

WARNING!
FIBER OPTIC CABLE
ON RAILROAD R-O-W

[illegible]

LEGEND:
EXISTING MAINLINE TRACK
EXISTING UP OWNED
EXISTING UP OWNED/INDUSTRY LEASED
INDUSTRY OWNED TRACK
FUTURE TRACK
REMOVE TRACK

DRAWN BY:	SHB
CHECKED BY:	BG
DATE:	07/09/2018



For Use In
Agreement With: **UNION PACIFIC RAILROAD**
And **HOFFMAN TRANSPORTATION**

LOCATION & DESCRIPTION:
MILEPOST 60.00, PEQUOT SUBDIVISION
COAL CITY, GRUNDY COUNTY, ILLINOIS
Trackage to Serve: G&D TRUCKING INC.

OPERATING PLAN: MANIFEST

1. UPRR POWER WILL ARRIVE NORTHBOUND AND PULL A MAXIMUM OF 41 INBOUND CARS ON PRIVATE INDUSTRY TRACK AA.
2. UPRR POWER WILL UNCOUPLE, UTILIZE MAINLINE TO PULL MAXIMUM 29 OUTBOUND CARS ON LEASED SIDING AND DEPART SOUTHBOUND.
3. INDUSTRY PERFORMS ALL IN-PLANT SWITCHING; SWITCHING INBOUND CARS AND SPOTTING OUTBOUND CARS ON LEASED SIDING (ZTS-129).
4. INDUSTRY WILL ONLY OPERATE ON LEASED MAINLINE AND SIDING BETWEEN DERAILS AT REED ROAD AND SPRING ROAD.

18 CARS DELIVERED BY UPRR TO REMAIN
ON TRACK AA DURING FIRST SWITCHING MOVE
@ 68' PER CAR

MAX. 23 LOADED CARS TO BE PULLED BY INDUSTRY POWER
ON TO MAINLINE TO CLEAR YARD SWITCH STAND
AND REMAIN SOUTH OF DERAIL AND SPRING RD

INDUSTRY LOCOMOTIVE TO
PULL CAR STRING NORTH

To
UPRR MAINLINE

To
EOT

To
BNSF MAINLINE

UPRR ZTS-118 PEQUOT SUB

UPRR	ROW
------	-----

REED ROAD

UPRR	ROW
------	-----

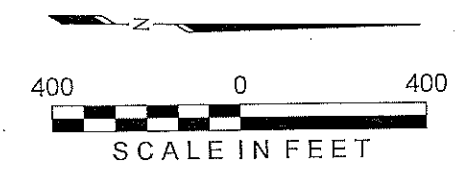
201'

SPRING

YARD LEAD TURNOUT

SLIDING DERAIL w/CROWDER
- NO SWITCHING MOVEMENTS
NORTH OF THIS POINT

DETENTION POND



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LEGEND:

EXISTING MAINLINE TRACK

EXISTING UP OWNED

EXISTING UP OWNED/INDUSTRY LEASED

INDUSTRY OWNED TRACK

SHUTTLE TRACK

DRAWN BY:	SHB
CHECKED BY:	BG
DATE:	07/09/2018



For Use In: Agreement With:	UNION PACIFIC RAILROAD And HOFFMAN TRANSPORTATION
LOCATION & DESCRIPTION: MILEPOST 60.00, PEQUOT SUBDIVISION COAL CITY, GRUNDY COUNTY, ILLINOIS	

OPERATING PLAN: MANIFEST

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4. INDUSTRY WILL ONLY OPERATE ON LEASED MAINLINE AND SIDING BETWEEN DERAILS AT REED ROAD AND SPRING ROAD.

18 CARS DELIVERED BY UPRR TO REMAIN
ON TRACK AA DURING FIRST SWITCHING MOVE
@ 68' PER CAR

INDUSTRY LOCOMOTIVE TO SHOVE
LOADED CARS INTO TRANSLOAD FACILITY

MAX. 23 LOADED CARS TO BE DROPPED BY INDUSTRY
POWER ON TRANSLOAD STUB ENDED TRACK

SLIDING DERAIL w/CROWDER
- NO SWITCHING MOVEMENTS
NORTH OF THIS POINT

DETENTION POND

A horizontal scale bar with a black and white checkered pattern. The left end is labeled '400', the center is labeled '0', and the right end is labeled '400'. Below the bar, the text 'SCALE IN FEET' is printed.

To
UPRR MAINLINE

18 LOADED CARS TO BE PULLED BY INDUSTRY POWER
ON TO MAINLINE TO CLEAR YARD SWITCH STAND
AND REMAIN SOUTH OF DERAIL AND SPRING RD

INDUSTRY LOCOMOTIVE TO PULL
REMAINING LOADED CARS NORTH

To
EOT

To
BNSF MAINLINE

UPRR - ZTS - 118 - PEQUOT - SUE

UPRR	ROW
------	-----

MAX. 23 LOADED CARS TO BE DROPPED BY INDUSTRY
POWER ON TRANSLOAD STUB ENDED TRACK

YARD LEAD TURNOUT

SLIDING DERAIL w/CROWDER
- NO SWITCHING MOVEMENTS
NORTH OF THIS POINT

DETENTION POND

A horizontal scale bar with alternating black and white segments. Above the bar, the numbers 400, 0, and 400 are printed. Below the bar, the text "SCALE IN FEET" is printed.



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THE DIRECT SUPERVISION OF

WARNING I
FIBER OPTIC CABLE
ON RAILROAD R-O-W

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LEGEND:
EXISTING MAINLINE TRACK
EXISTING UP OWNED
EXISTING UP OWNED/INDUSTRY LEASED
INDUSTRY OWNED TRACK
FUTURE TRACK

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DATE:	07/09/2018



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And **HOFFMAN TRANSPORTATION**

LOCATION & DESCRIPTION: MILEPOST 60.00, PEQUOT SUBDIVISION
COAL CITY, GRUNDY COUNTY, ILLINOIS
Trackage to Serve: G&D TRUCKING INC

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To
UPRR MAINLINE

To
EOT

To
BNSF MAINLINE

INDUSTRY LOCOMOTIVE TO SHOVE
LOADED CARS INTO TRANSLOAD FACILITY

UPRR ROW

UPRR ZTS-118 PEQUOT SUB

UPRR ROW

REED ROAD

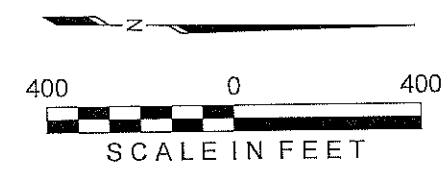
18 LOADED CARS TO BE DROPPED BY INDUSTRY
POWER ON OTHER TRANSLOAD STUB ENDED TRACK

SPRING ROAD

201'

SLIDING DERAIL w/CROWDER
- NO SWITCHING MOVEMENTS
NORTH OF THIS POINT

DETENTION POND



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WARNING!
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ON RAILROAD R-O-W

REV.#	BY	DATE	DESCRIPTION

LEGEND:
 EXISTING MAINLINE TRACK
 EXISTING UP OWNED
 EXISTING UP OWNED/INDUSTRY LEASED
 INDUSTRY OWNED TRACK
 FUTURE TRACK

DRAWN BY: SHB
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 DATE: 07/09/2018

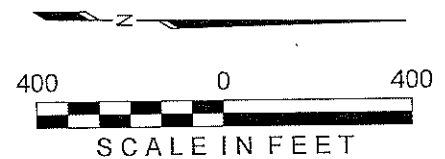
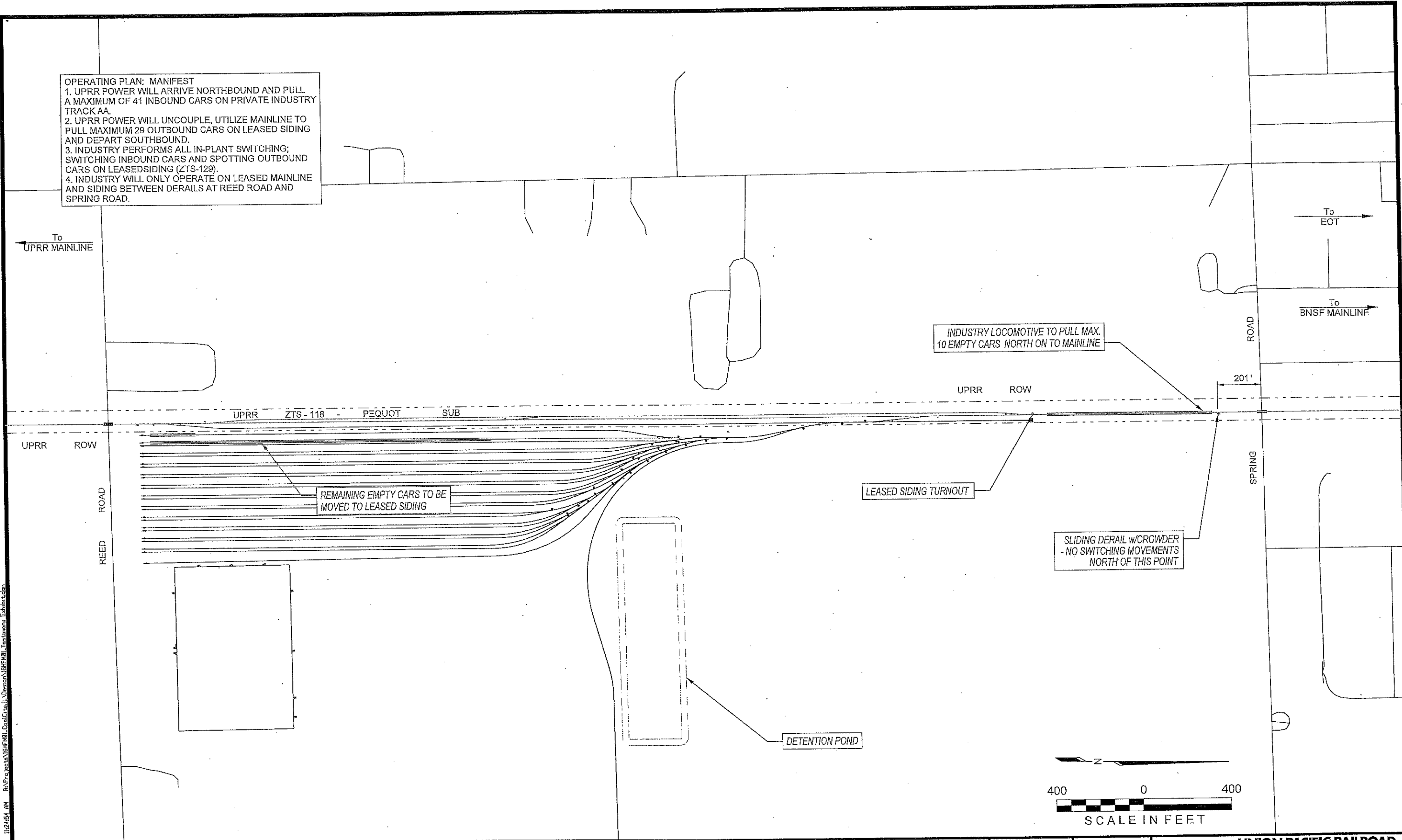


For Use In
Agreement With:

UNION PACIFIC RAILROAD
 And HOFFMAN TRANSPORTATION

LOCATION & DESCRIPTION:
 MILEPOST 60.00, PEQUOT SUBDIVISION
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 Served by C&D TRUCKING INC.

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REV. #	BY	DATE	DESCRIPTION

WARNING
FIBER OPTIC CABLE ON RAILROAD R-O-W

LEGEND:
 EXISTING MAINLINE TRACK
 EXISTING UP OWNED
 EXISTING UP OWNED/INDUSTRY LEASED
 INDUSTRY OWNED TRACK
 FUTURE TRACK

DRAWN BY: SHB
CHECKED BY: BG
DATE: 07/09/2018

UNION PACIFIC RAILROAD
 And HOFFMAN TRANSPORTATION

LOCATION & DESCRIPTION:
 MILEPOST 60.00, PEQUOT SUBDIVISION
 COAL CITY, GRUNDY COUNTY, ILLINOIS
 To: JGHEM01, From: GPD TRUCKING INC.

OPERATING PLAN: MANIFEST
 1. UPRR POWER WILL ARRIVE NORTHBOUND AND PULL A MAXIMUM OF 41 INBOUND CARS ON PRIVATE INDUSTRY TRACK AA.
 2. UPRR POWER WILL UNCOUPLE, UTILIZE MAINLINE TO PULL MAXIMUM 29 OUTBOUND CARS ON LEASED SIDING AND DEPART SOUTHBOUND.
 3. INDUSTRY PERFORMS ALL IN-PLANT SWITCHING; SWITCHING INBOUND CARS AND SPOTTING OUTBOUND CARS ON LEASED SIDING (ZTS-129).
 4. INDUSTRY WILL ONLY OPERATE ON LEASED MAINLINE AND SIDING BETWEEN DERAILS AT REED ROAD AND SPRING ROAD.

To
UPRR MAINLINE

MAX. 10 CARS PER MOVE DROPPED IN LEASED SIDING TO BE PULLED SOUTHBOUND BY UPRR

INDUSTRY LOCOMOTIVE TO SHOVE EMPTY CARS INTO LEASED SIDING

UPRR ROW

To
EOT

To
BNSF MAINLINE

201'

UPRR ROW

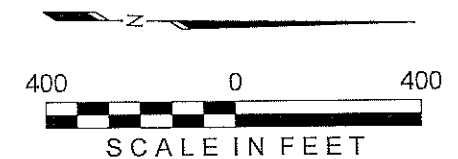
REED ROAD

REMAINING UNLOADED CARS TO BE MOVED TO LEASED SIDING

SPRING ROAD

SLIDING DERAIL w/CROWDER
- NO SWITCHING MOVEMENTS NORTH OF THIS POINT

DETENTION POND



1124151.dwg R:\Projects\BNSF\BNSF Coal City\BNSF Coal City.dwg J:\Users\jstewart\Documents

7/9/2018



PRELIMINARY

FOR INTERVIEW ONLY
NOT FOR CONSTRUCTION
REVISIONS BY CHANGES
NOT TO BE USED FOR CONSTRUCTION

WARNING!
FIBER OPTIC CABLE
ON RAILROAD R.O.W

REV. #	BY	DATE	DESCRIPTION

LEGEND:
 EXISTING MAINLINE TRACK
 EXISTING UP OWNED
 EXISTING UP OWNED/INDUSTRY LEASED
 INDUSTRY OWNED TRACK
 FUTURE TRACK

DRAWN BY: SHB
 CHECKED BY: BG
 DATE: 07/09/2018



For Use In Agreement With: **UNION PACIFIC RAILROAD** And **HOFFMAN TRANSPORTATION**
 LOCATION & DESCRIPTION:
 MILEPOST 60.00, PEQUOT SUBDIVISION
 COAL CITY, GRUNDY COUNTY, ILLINOIS

EXHIBIT E

UP-HOFFMAN SERVICE PLAN

APPENDED ON FOLLOWING PAGES

UNION PACIFIC RAILROAD
101 N. Wacker Dr. Suite 1910
Chicago, Illinois 60606

Adrian Guerrero Director Public Affairs - Illinois and Metra

P 312 777 2097
F 312 777 2020

August 6, 2018

Mr. Matt Fritz
Village Administrator
Village of Coal City
515 S. Broadway
Coal City, Illinois 60416

Re: Union Pacific Hoffman Industrial Service Plan

Dear Mr. Fritz,

In response to recent inquiries about Union Pacific Railroad (UP) freight service to Hoffman Transportation in Coal City, IL, this communication serves to provide information to the Village to clarify UP's current transportation plan.

Please know this description is not the industry plan and can change as the two parties agree upon the best service for the facility. In addition, as future UP customers locate in the Highfield Industrial Park, the transportation plan may change in order to best accommodate all customer needs.

The current plan for delivery of freight to Hoffman Transportation is as follows:

- The local train will provide service to Hoffman three days a week.
- The local train will travel the UP main line northward until the switch for the Pequot Industrial Lead.
- If there are train cars on the local train to be delivered to other stops north of Coal City, they will be detached from the train.
- The train travels northward up the Pequot Industrial Lead until it stops short of Reed Road, at which point the engineer shall disembark to unlock the sliding derail.
- After the derail is unlocked, the engineer will re-board the engine and travel across Reed Road onto the newly built siding along the east side of the mainline within the UP right-of-way.
- The local train will proceed onto this siding until it has cleared both Reed Road and the siding switch.
- The engine will then be detached from the cars scheduled for delivery to Hoffman and the sliding derail will be relocked prior to continuing northward past the switch to return to the UP industrial lead (south of the sliding derail located 200 feet south of Spring Road).
- After clearing this switch, the engine shall change direction and head southward to return to the UP main line.



- If Hoffman has empty train cars, they shall be ready for pickup on a third rail located on the west side of the main line.
- Upon clearing the switch for this rail, the engine would head back northward to connect with the empty cars and then pull them southward through the Reed Road crossing and back to the main line.
- Upon its return, the engine and any empty cars would be reconnected to the waiting local train.

As provided in the aforementioned plan, Hoffman will install two sliding derails on the UP industrial lead. The first derail will be located 200 feet south of Spring Road, and the second derail installed 200 feet north of Reed Road. This equipment is installed to prevent a train from inadvertently traveling beyond the derail locations. Should a train need to travel beyond the derails, train crew may manually unlock the derails. Again, as part of the current transportation plan, UP does not foresee traveling beyond the derails on a regular basis.

This plan aligns with the information presented by Hoffman Transportation's consultant — VIA Rail, and demonstrates the incapability of Hoffman Transportation to cross Spring Road and the unlikelihood of the at-grade crossing to be activated by any additional UP traffic.

In respect to any questions involving UP's reclassification of the Pequot Industrial Lead, please refer to the formal Surface Transportation Board (STB) filing which provides further details on UP's line service.

Should you have any additional questions, or would like to discuss in further detail, please contact me.

Sincerely,



Adrian Guerrero

CC: Sandra Christiansen, UP

EXHIBIT F

REED AGREEMENT

APPENDED ON FOLLOWING PAGES

TRACY, JOHNSON & WILSON

Attorneys at Law
First Community Bank Building
2801 Black Road, Second Floor
Joliet, Illinois 60435

Raymond E. Meader
A. Michael Wojtak
Kenneth A. Carlson
John S. Gallo
Richard E. Vogel
John G. Foreman
Megan M. Olson

TELEPHONE (815) 723-8500
FAX (815) 727-4846

January 29, 2018

OF COUNSEL
James B. Harvey

Louis R. Bertani (1928-1999)
Thomas R. Wilson (1929-2001)
Donald J. Tracy (1926-2003)
Wayne R. Johnson (1930-2008)
Richard H. Teas (1930-2008)

Mr. Craig Cassem
Grundy County Highway Department
245 N. Illinois Route 47
Morris, IL 60450

RECEIVED BY:

JAN 31 2018

Grundy County
Highway Department

RE: Reed Road - Hoffman Project

Dear Craig:

Attached for your file is a copy of the recorded agreement with respect to the future development of the Reed Road turning lane. Thank you for your cooperation.

Very truly yours,

TRACY, JOHNSON & WILSON

By: 
Kenneth A. Carlson

KAC/cdp
Enclosure

Kay T Olson
Grundy County
Clark & Recorder, Illinois

Document #: 575040

Receipt #: 139688
Pages Recorded: 7

Total Fees: \$80.00
RHSP Surcharge: \$9.00

Authorized By:

K.T. Olson

Date Recorded: 1/10/2018 3:29:46 PM

AGREEMENT

**between County of Grundy, State of Illinois and
Hoffman Property Holding, LLC**

P.I.N.: 09-11-300-002-0000
09-11-400-001-0000
09-11-400-008
09-11-400-009 (Part of)

Prepared By & Return To:
Kenneth A. Carlson
Tracy, Johnson & Wilson
2801 Black Road, 2nd Floor
Joliet, Illinois 60435

EXHIBIT C

AGREEMENT

This Agreement (the "Agreement"), is made and entered into this 12th day of December, 2017, by and among the County of Grundy, State of Illinois ("Grundy County"), and Hoffman Property Holding, LLC, an Illinois Limited Liability Company ("Hoffman"). Grundy County and Hoffman may sometimes be referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Hoffman is the record owner of four (4) parcels of real estate legally described on Exhibit "A" attached hereto and described therein as "Parcel 1", "Parcel 2", "Parcel 3" and "Parcel 4" (sometimes hereinafter collectively referred to as the "Hoffman Property"); and

WHEREAS, the Hoffman Property consists of approximately 142.9 acres of undeveloped land situated within the corporate limits of the Village of Coal City; and

WHEREAS, Hoffman intends to initially improve a portion of Parcel 1 with a rail spur extended from the Union Pacific Railroad main line to service the development of a transloading, motor/rail freight terminal and a 400,000 square foot warehouse facility to be operated by Hoffman Transportation and/or other entities owned and controlled by the principal of Hoffman ("Phase 1"); and

WHEREAS, the remainder of the Hoffman Property is intended for industrial development in the future; and

WHEREAS, access to the Hoffman Property is via Reed Road, which is a road under the jurisdiction and control of Grundy County; and

WHEREAS, in connection with the County's approval of the access improvements to and from Reed Road in connection with Phase 1, the County requires that any future development of the Hoffman Property within the north 1,200 feet of the east 700 feet of Parcel 1, Parcel 2, Parcel 3 or Parcel 4 be reviewed by the County to determine whether a left turn lane will be warranted in connection with such future development.

NOW THEREFORE, for and in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hoffman and Grundy County hereby agree as follows:

1. Recitals. The recitals set forth above are incorporated herein and made a part hereof.
2. Future Development. At the time of future development within the north 1,200 feet of the east 700 feet of Parcel 1, Parcel 2, Parcel 3, Parcel 4, or other parcels obtaining access to Reed Road via the easement (or street, if then dedicated) ("Access Road") along the east line of Parcel 4, Grundy County shall have the right to review traffic movements and counts to determine if a left turn lane is then warranted. If the actual or projected traffic volumes utilizing the Access Road from Reed Road exceed 300 vehicles per day, a left turn lane to the Access Road will be warranted. For purposes of calculating traffic volumes, temporary construction traffic in connection with the development of parcels within the Hoffman Property or adjacent property shall not be included in such traffic volume calculation. The County shall have the right to require the developer of any proposed development, which will obtain access to Reed Road via the Access Road, to construct the left turn lane if the warrants exist at the time of, or are

anticipated as a result of, such proposed development, provided all such improvements shall be constructed north of the northerly line of the drainage ditch located on the south side of Reed Road. The left turn lane shall be constructed within one year of notice by the County that a left turn lane is required.

5. Covenants to Run with Land. The covenants and agreements contained in this Agreement shall run with the land.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

"Grundy County"

County of Grundy

By: Chris Balkema
Name: Chris Balkema
Title: County Board Chairman

"Hoffman"

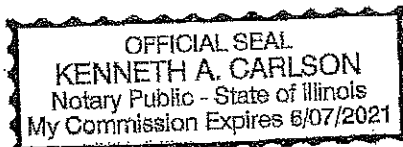
Hoffman Property Holding, LLC

By: Kevin Hoffman
Name: Kevin Hoffman
Title: Manager

STATE OF ILLINOIS)
) SS.
 COUNTY OF GRUNDY)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Kevin Hoffman, personally known to me to be the Manager of Hoffman Property Holding, LLC, an Illinois Limited Liability Company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager, he signed and delivered the said instrument as Manager of said company, as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27th day of December, 2017.



K. Carlson

Notary Public

My commission expires on _____.

EXHIBIT A

Legal Description

Parcel 1:

The East 94 acres, more or less of the Southwest Quart of Section 11, Township 32 North, Range 8, East of the Third Principal Meridian, except the Chicago and Alton Railroad right of way, in Grundy County, Illinois.

PIN: 09-11-300-002-0000

Address: East Reed Road, Coal City, Illinois

Parcel 2:

The Northwest Quarter of the Southeast Quarter of Section 11, Township 32 North, Range 8, East of the Third Principal Meridian, in Grundy County, Illinois.

PIN: 09-11-400-001-0000

Address: East Reed Road, Coal City, Illinois

Parcel 3:

The West 300 feet of the South 726 feet of the Southeast Quarter of Section 11, Township 32 North, Range 8 East of the Third Principal Meridian, Grundy County, Illinois.

PIN: 09-11-400-008

Address: 7520 East Reed Road, Coal City, Illinois.

Parcel 4:

The West 366 feet of the Southwest Quarter of the Southeast Quarter of Section 11, Township 32 North, Range 8 East of the Third Principal Meridian, Grundy County, Illinois, except the West 300 feet of the South 726 feet thereof.

PIN: 09-11-400-009 (Part of)

Address: East Reed Road, Coal City, Illinois.

EXHIBIT G

DEVELOPER'S ATTORNEY DRAINAGE LETTER

APPENDED ON FOLLOWING PAGES

TRACY, JOHNSON & WILSON

Attorneys at Law
First Community Bank Building
2801 Black Road, Second Floor
Joliet, Illinois 60435

Raymond E. Meader
A. Michael Wojtak
Kenneth A. Carlson
John S. Gallo
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Megari M. Olson

TELEPHONE (815) 723-8500
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OF COUNSEL
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Donald J. Tracy (1928-2003)
Wayne R. Johnson (1930-2008)
Richard H. Teas (1930-2008)

July 24, 2018

Mr. Matthew Fritz
Village of Coal City
515 S. Broadway
Coal City, Illinois 60416
(Via Email to mfritz@coalcity-il.gov)

RE: Hoffman Property

Dear Matt:

The purpose of this letter is to provide Hoffman Property Holding's response to various issues or questions raised at the PUD Committee meeting.

1. With respect to the Claypool Drainage District letter, it is my understanding that the Development has complied with the requirements of the applicable existing Stormwater Ordinance and Hoffman Property will continue to do so in connection with future development. Hoffman will be televising the drain as requested by Claypool Drainage District. Televising will be accomplished in the next week or so, but in any event before the end of August, 2018. Hoffman will perform a drain tile survey prior to development activities within the remaining 40 acre parcel. Hoffman will work with both the Claypool Drainage District and the Maine Drainage District to determine the location of the drainage divide if that is unsettled at the time. We will continue to work with the Claypool Drainage District to get an appropriate contact at the UP regarding right-of-way drainage matters.

2. With respect to Berta Road Access, Hoffman is proposing an easement running along the north line of the Hoffman and Kodat Parcels to Berta Road. The roadway would be constructed by others in connection with development north of the easement. The easement would not be used for access to Berta Road until such development occurs and the Village approves the roadway improvements for the easement parcel. SpaceCo is extending the proposed easement westerly so that it extends west of the east line of the Coal City Real Estate Investments Parcel. This will eliminate any concern about a useable corridor from the north parcel to access the easement. With the northerly "east-west easement" as proposed, the access easement corridor identified on the Preliminary PUD Plat along the east line of the original Hoffman Property would be a private access easement.

Mr. Matthew Fritz
Village Administrator
Village of Coal City
July 24, 2018
Page 2

3. With respect to Reed Road, Hoffman entered into a Development Agreement with Grundy County concerning access to Reed Road. At such time as additional buildings are constructed on the Hoffman Parcel 1 (i.e. Phase 2) or on the 40 acre parcel, the County will review traffic movements to determine if a left turn lane off of Reed Road is warranted. If the actual or projected traffic volume utilizing the Access Road from Reed Road exceed 300 vehicles per day, the left turn lane will be warranted. The target volume is to be based on regular traffic generated and not construction traffic. The left turn lane is to be constructed north of the northerly drainage ditch on the south side of Reed Road. Hoffman dedicated additional right-of-way along the north side of Reed Road.

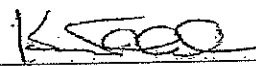
4. With respect to Spring Road Rail Crossings, I believe that the proposed rail improvement creating the additional track, the addition of the "derailer" or train stop, and the UP's agreement with Hoffman not to bring cars of others to the Hoffman Development will make Spring Road rail crossings highly unlikely, unnecessary and, therefore, inefficient. Certainly, Hoffman will never cross Spring Road with its operations.

I hope this addresses any open issues or questions to the Committee's satisfaction.

Very truly yours,

TRACY, JOHNSON & WILSON

By: _____


Kenneth A. Carlson

KAC/odp

EXHIBIT H

RECLASSIFICATION

APPENDED ON FOLLOWING PAGES

4844-8024-0495, v. 1



BUILDING AMERICA®

June 30, 2017

VIA E-FILE

The Honorable Cynthia T. Brown
Chief, Section of Administration
Surface Transportation Board
395 E. Street, S.W., Room #100
Washington, DC 20423-0001

RE: Proposed Discontinuance of the Pequot Subdivision from Pequot, IL, at MP 56.85, along BNSF's Transcon Line, to Reed Road at MP 59.70, a total distance of 2.85 miles in Grundy County, Illinois; STB Docket Nos. AB-33 (Sub-No. 333X)

Dear Ms. Brown:

Pursuant to the Board's exemption procedures for discontinuance of service of rail lines with no local business for at least two (2) years, (49 C.F.R. § 1152.50), I am hereby e-filing the Verified Notice of Exemption, including a Certificate of Service and Publication.

Please file the Notice of Exemption in Docket No. AB-33 (Sub-No. 333X). Enclosed is a credit authorization voucher in the amount of \$4,000.00 for the filing fee.

Sincerely,

Mack H. Shumate, Jr.
Senior General Attorney

Attachments

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

DOCKET NO. AB-33 (Sub-No. 333X)

**UNION PACIFIC RAILROAD COMPANY
-- DISCONTINUANCE OF SERVICE EXEMPTION --
IN GRUNDY COUNTY, ILLINOIS**

**VERIFIED NOTICE OF EXEMPTION
FOR DISCONTINUANCE OF SERVICE**

UNION PACIFIC RAILROAD COMPANY

Mack H. Shumate, Jr.
Senior General Attorney
101 North Wacker Drive, Room 1920
Chicago, Illinois 60606
Tel: 312-777-2055
Fax: 877-213-4433

Dated and Filed: June 30, 2017

BEFORE THE
SURFACE TRANSPORTATION BOARD

DOCKET NO. AB-33 (Sub-No. 333X)

UNION PACIFIC RAILROAD COMPANY
-- DISCONTINUANCE OF SERVICE EXEMPTION --
IN GRUNDY COUNTY, ILLINOIS

VERIFIED NOTICE OF EXEMPTION

Union Pacific Railroad Company ("UP") submits this verified Notice of Exemption for Discontinuance of Service ("Notice of Exemption") pursuant to 49 § C.F.R. 1152, Subpart F - Exempt Abandonments and Discontinuances of Service, for an exempt Discontinuance of that Service over that portion of the Pequot Subdivision from Milepost 56.85, along BNSF's Transcon Line, to Reed Road at Milepost 59.70 a total distance of 2.85 miles in Grundy County, Illinois (the "Line").

In accordance with the requirements of 49 C.F.R. § 1152.50(d)(2), UP submits the following information:

Proposed Consummation Date: 49 C.F.R. § 1152.50(d)(2)

The Discontinuance of Service is proposed to be consummated or effective on or after August 19, 2017 at least 50 days after filing this Notice of Exemption.

Certification: 49 C.F.R. 1152.50(b)

UP certifies that no local or overhead traffic has moved over the Line for at least two years. Therefore, there is no need to reroute any traffic. UP further certifies that no formal complaint filed by a user of rail service on the Line (or filed by a state or local governmental entity acting on behalf of such user) regarding cessation of service over the Line is pending either with the Board or any U.S. District Court, or has been decided in favor of the complainant within the two-year period.

Additional Information Required: 49 C.F.R. 1152.22(a)(1)-(4), (7)-(8) and (e)(4)

(a) General.

(a)(1) The railroad's exact name is Union Pacific Railroad Company.

(a)(2) UP is a common carrier by railroad subject to 49 U.S.C.
Subtitle IV,

Chapter 105.

(a)(3) UP intends to discontinue service over that portion of the Pequot Subdivision from Milepost 56.85, along BNSF's Transcon Line, to Reed Road at Milepost 59.70 a total distance of 2.85 miles in Grundy County, Illinois. UP intends to "rail bank" the Line, leaving the track in place and to retain its interest in the underlying right-of-way. The only temporary salvage activity contemplated is temporary removal or exemption of two (2) public grade crossings on the Line the first at Milepost 57.16 Crossing ID 290470F and the second at Milepost 57.56 Crossing ID 290471M provided, the Illinois Commerce Commission ("ICC") grants such temporary removal or exemption of the grade crossing warning devices at the crossings due to discontinuance of railroad operations over said crossings. UP will reinstall the said crossing panels and

grade crossing warning devices if and when rail service is reinstated on the portion of the Line where said crossings are located. UP acknowledges that all grade crossing warning devices ordered to be reinstalled by the ICC if and when service on the Line over the subject crossing is reestablished, shall be the responsibility of the UP or railroad reestablishing such rail service on the Line. UP respectfully requests authority from the Board to remove the two (2) public grade crossings and grade crossing warning devices at Milepost 57.16 and at 57.56 upon receipt by the Board of temporary authority to remove or exemption of said crossings the by ICC.

(a)(4) A map showing the location of the Line in relation to other rail lines, highways, and major roads in the area is attached as **Exhibit A**.

(a)(7) The representative to whom correspondence regarding this abandonment and discontinuance should be sent is:

Mack H. Shumate, Jr.
Senior General Attorney
101 North Wacker Drive, Room 1920
Chicago, Illinois 60606
Tel: 312-777-2055
Fax: 877-213-4433

(a)(8) ZIP Codes. The Line traverses U.S. Postal Service Zip Codes 60416 and 60407.

(e)(4) Rural and Community Impact.

The Line was constructed in 1880 by the Chicago and Alton Railroad which was acquired by the Gulf Mobile and Ohio Railroad in 1947, then merged into the Illinois Central Gulf Railway in 1972. The Line was then sold to the Chicago, Missouri and Western Railroad in 1987 and purchased by the SPCSL Corporation

in 1989. The track structure is laid with 112lb rail.

The intent of the Discontinuance is to support the construction of a plastics unloading and packaging facility for Hoffman Transportation that will allow them to bring their business to UP right away by utilizing idle assets so that the customer may postpone construction of lead and set out tracks.

There has been no traffic on the discontinuance portion of line for several years. The wayside signals and commercial power to the signal and grade crossing systems have suffered substantial storm damage and vandalism and are out of service.

The plan envisions that the portion of the Line from MP 56.85 to MP 59.70 will be discontinued. The portion of the Line from MP 58.69 to MP 59.7 will be leased to the customer, Hoffman Transportation, for non common carrier switching. The balance of the Line from MP 59.70 to the Joliet Subdivision connection at Mazonia at MP 63.28 will be reclassified in the UP Time Table as an UP Industrial Lead. The Discontinuance, along with appropriate grade crossing exemption authorization from the ICC, preserves the Line and the public crossing and the grade crossing warnings device authority in case UP decides to reactivate the Line and bring it back to mainline or branch mainline status as a through route in the future. It also reduces the likelihood of a conflict with the lease to Hoffman Transportation, and discontinues the unused segment of the Line to the BNSF connection where the switch has been removed. The plan also supports the UP's application to the Federal Railroad Administration (FRA) to deactivate the CTC railroad signals and limits use of the Line for switching as an industrial lead. The Line will not be physically available as a through route because of the removal of

said BNSF connection at the Northern end of the Line.

Discontinuance not only preserves the Line for potential future uses, and along with appropriate crossing exemption decisions from the ICC, allows the tracks in the two (2) railroad grade crossings to be removed or exempted and the crossing surface to be paved over during the period of inactivity. This not only permits school buses and fuel trucks to travel over the former crossings in an economical and safer manner but such discontinuance land banks preserves the right of way, remaining track structure and railroad operating authority for future service if rail shippers choose to locate on the Line in future years.

The Line traverses ZIP codes 60416 and 60407, with the Discontinuance contained entirely within zip code 60416. The Line is located wholly within Grundy County, Illinois and passes by real property open space suitable for industrial development, some of which is being utilized by Hoffman Transportation for the current project. An industrial park has been under discussion at a location to the South of Hoffman Transportation's proposed facility but is currently on hold.

Based on information in UP's possession the Line does not contain federally granted right of way. Any documentation in UP's possession with regard to the real property interests of the Line will be made available promptly to those requesting it.

Labor Protection

The interests of railroad employees will be protected by the conditions discussed in Oregon Short Line Railroad Co. – Abandonment – Goshen, 360 I.C.C. 91 (1979).

Certifications

Attached as **Exhibit B** is a Certificate of Service and Publication, pursuant to the notice requirements of 49 C.F.R §§ 1152.50(d)(1), 1105.11 and 1105.12.

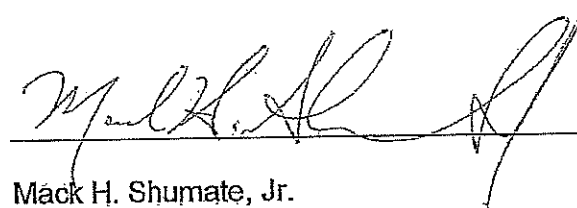
Environmental and Historic Report

Not applicable in that UP is merely discontinuing service on the Line.

UP received a response from the National Geodetic Survey dated June 22, 2017 indicating that there were no geodetic survey station marks located in the area of the Discontinuance. Since the authority requested is for Discontinuance and not Abandonment of the Line the only potential for disturbance of a geodetic station mark would occur if any of the railroad crossings on the Line are removed pursuant to ICC order. UP will take the necessary steps to preserve geodetic station marks if any grade crossings are removed. (See **Exhibit C**)

Respectfully submitted,

UNION PACIFIC RAILROAD COMPANY

A handwritten signature in black ink, appearing to read 'Mack H. Shumate, Jr.', written over a horizontal line.

Mack H. Shumate, Jr.
Senior General Attorney
101 North Wacker Drive, Room 1920
Chicago, Illinois 60606
Tel: 312-777-2055
Fax: 877-213-4433
mackshumate@up.com

Exhibit A

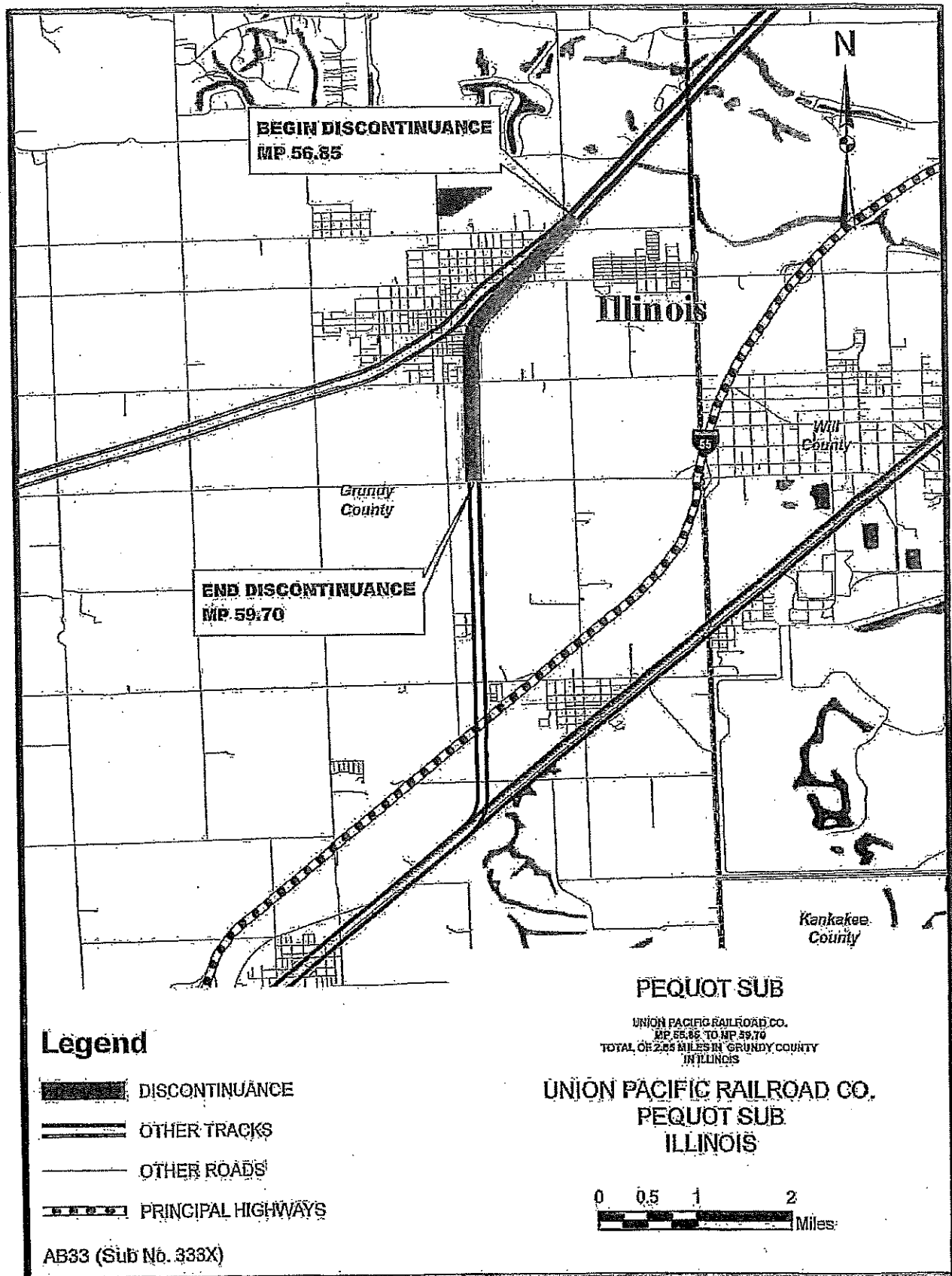


EXHIBIT B

DOCKET NO. AB – 33 (SUB-NO. 333X)

**UNION PACIFIC RAILROAD COMPANY
-- DISCONTINUANCE OF SERVICE EXEMPTION --
IN GRUNDY COUNTY, ILLINOIS**

CERTIFICATE OF SERVICE AND PUBLICATION

49 C.F.R. § 1152.50(d)(1) – Notice

The undersigned certifies that on June 13, 2017 (at least 10 days before a Notice of Exemption is filed), written notice was given by Union Pacific Railroad Company ("Union Pacific") stating Union Pacific's intent to use the Notice of Exemption procedure to discontinue service on a portion of the Pequot Subdivision from Milepost 56.85 to Milepost 59.70, a total distance of 2.85 miles in Grundy County, Illinois in Docket No. AB-33 (Sub-No. 333X).

Said written notice (a copy of which is attached hereto as **Attachment No. 1**) was served on the following:

U.S. Dept. of Agriculture
Chief of the Forest Service
4th Floor, N.W. Auditors Bldg.
U.S. Department of Agriculture
14th St. & Independence Ave., SW
Washington, DC 20250

National Park Service
Midwest Region
601 Riverfront Drive
Omaha, NE 68102-4226

Headquarters
Military Surface Deployment & Distribution
Command
Transportation Engineering Agency
ATTN: ADTE - SA
Railroads for National Defense Program
709 Ward Drive, Building 1990
Scott AFB, IL 62225-5357

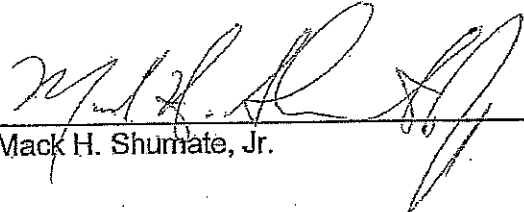
Officer of the Governor State
Single Point of Contact
Mr. Steven Klokenga
State of Illinois
107 Stratton
Springfield, IL 62706

49 C.F.R. § 1105.12 – Newspaper Notice

The undersigned further certifies that a "Notice of Intent to Discontinue Service" was published in the form prescribed by the Board for a Notice of Exemption (Copy Attached as **Attachment No. 2**). The Notice was published one time in a major newspaper in the county in which the Line is located as follows:

<u>County</u>	<u>Newspaper</u>	<u>Date</u>
Grundy	Morris Herald News	June 22, 2017

Dated this 30th day of June, 2017.


Mack H. Shumate, Jr.



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ATTACHMENT 1

June 13, 2017

U.S. Department of Agriculture
Chief of the Forest Service
4th Floor, N.W. Auditors Bldg.
U.S. Dept of Agriculture
14th St. & Independence Avenue, SW
Washington, DC 20250

National Park Service
Midwest Region
601 Riverfront Drive
Omaha, NE 68102-4226

Headquarters
Military Surface Deployment & Distribution
Command
Transportation Engineering Agency
ATTN: ADTE – SA
Railroad for National Defense Program
709 Ward Drive, Building 1990
Scott AFB, IL 62225-5357

Officer of the Governor
State Single Point of Contact
Mr. Steven Klokenga
State of Illinois
107 Stratton
Springfield, IL 62706

RE: Proposed Discontinuance of the Pequot Subdivision from Pequot, IL, at MP 56.85, along BNSF's Transcon Line, to Reed Road at MP 59.70, a total distance of 2.85 miles in Grundy County, Illinois; STB Docket Nos. AB-33 (Sub-No. 333X)

Dear Sir or Madam:

Please be advised that Union Pacific Railroad Company ("UP") expects to file with the United States Surface Transportation Board ("STB"), on or after June 23, 2017, a notice of an exempt discontinuance of a portion of a line of railroad known as the Pequot Subdivision, extending from Milepost 56.85 along BNSF's Transcon Line to Milepost 59.70 at Reed Road, a total distance of 2.85 miles in Grundy County, Illinois (the "Line"). The Line traverses U.S. Postal Service zip code 60416 and 60407.

The "no business" exemption procedure will be used to discontinue the Line, pursuant to the STB's abandonment and discontinuance regulations at 49 C.F.R. §1152.50. No local traffic has moved over the Line for at least two years and there is no overhead traffic on the Line. A Notice of Exemption to discontinue service on the Line pursuant to 49 C.F.R. § 1152.50 (no local traffic for at least two years) will be filed with the STB on or after June 23, 2017.

Based on information in UP's possession, the Line does not contain federally granted right-of-way. All relevant Documentation in UP's possession concerning the real property interests on the Line will be made available promptly to those entitled to



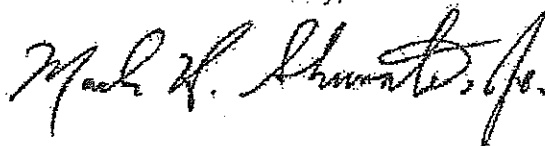
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ATTACHMENT 1

view such information under the applicable federal laws and regulations.

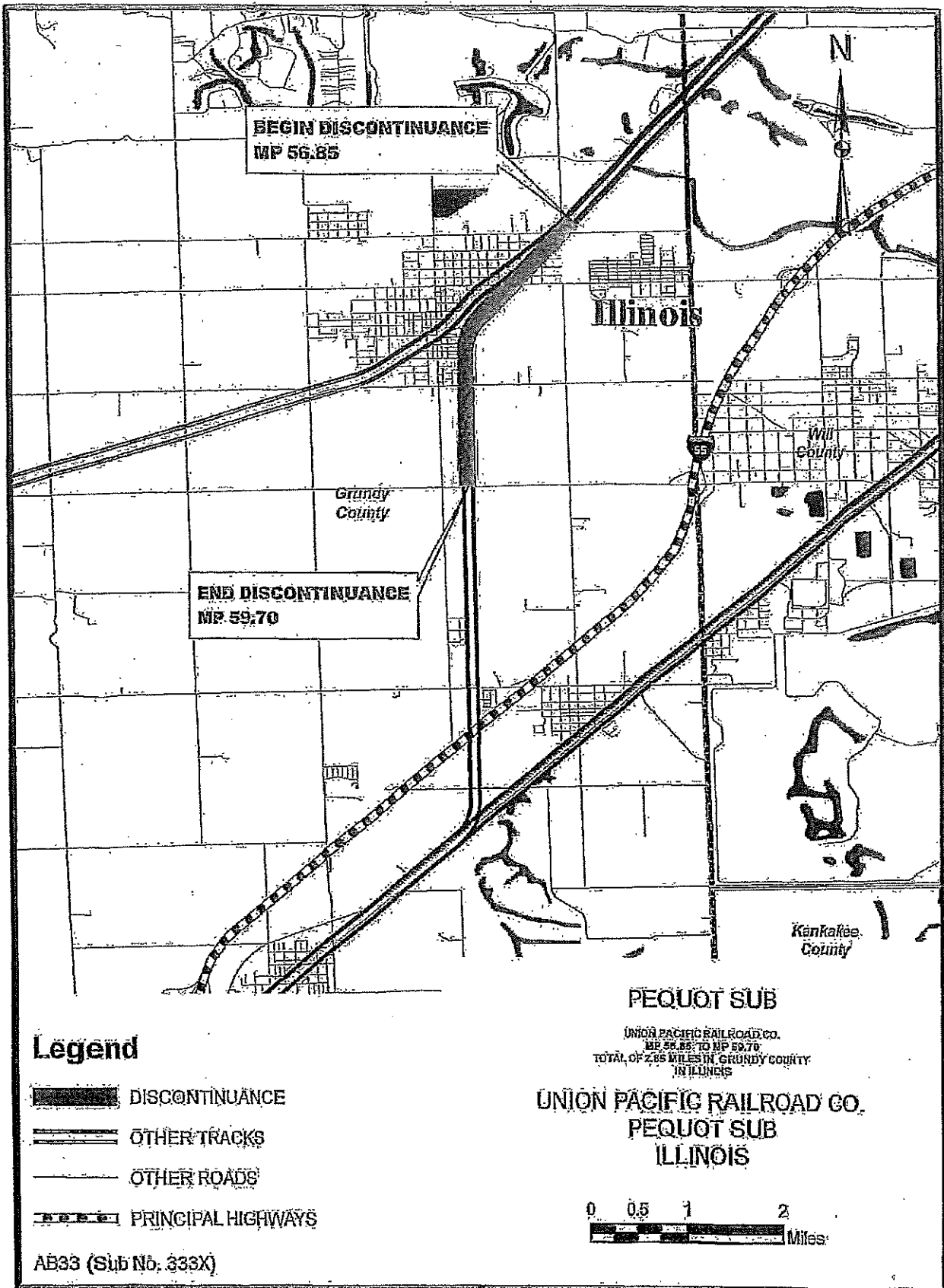
A map showing the segment of Line to be discontinued marked as Exhibit A is attached for your information.

Sincerely,



Mack H. Shumate, Jr.
Senior General Attorney

Exhibit A



Certificate of the Publisher

Morris Herald-News

Description: NOTICE INTENT TO DISCONTI
1425669

UNION PACIFIC RAILROAD - LAW DEPT.
1400 DOUGLAS STREET - STOP 158
OMAHA NE 68179

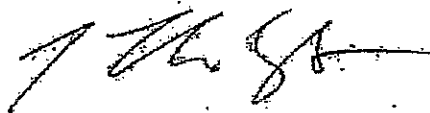
Shaw Media certifies that it is the publisher of the Morris Herald-News. The Morris Herald-News is a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Morris, County of Grundy, State 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, a true copy of which is attached, was published 1 time(s) in the Morris Herald-News, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on 06/22/2017

This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

In witness, Shaw Media has signed this certificate by J. Tom Shaw, its publisher, at Morris, Illinois, on 22nd day of June, A.D. 2017.

Shaw Media By:



J. Tom Shaw, Publisher

Account Number 10175372

Amount \$538.20

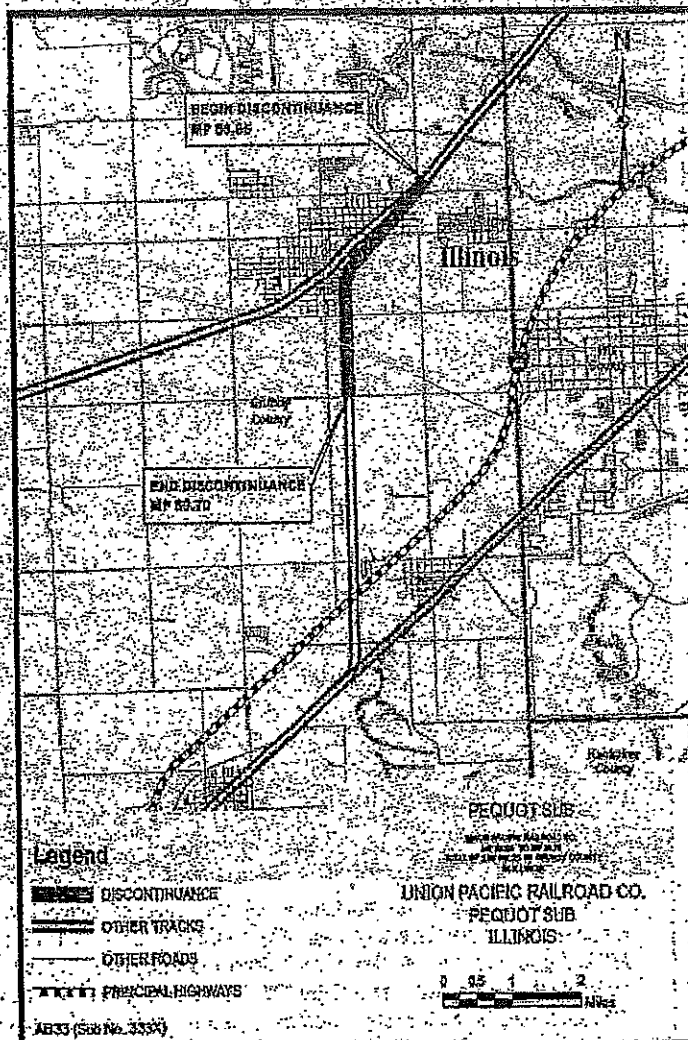
PUBLIC NOTICE

UNION PACIFIC RAILROAD COMPANY (UP) GIVES NOTICE THAT ON OR AFTER June 23, 2017, it intends to file with the Surface Transportation Board, Washington, D.C. 20423, a Notice of Exemption under 49 CFR Part 1152, Subpart F—Exempt Abandonments and Discontinuances, for an exempt discontinuance of service on that portion of a line of railroad known as the Pequot Subdivision of MP 56.85, along BNSF's Transcon line, to Reed Road at MP 59.70, a total distance of 2.85 miles in Grundy County, Illinois (the "line"). The line traverses U.S. Postal Service zip code 60416. The proceeding has been docketed as No. AB-33 (Sub-No. 333X).

The Board's Section of Environmental Analysis (SEA) will generally prepare an Environmental Assessment ("EA") which will normally be available twenty-five (25) days after the filing of the Notice of Exemption. Comments on environmental and energy matters should be filed no later than 15 days after the EA becomes available to the public and will be addressed in a Board decision. Interested persons may obtain a copy of the EA or make inquiries regarding environmental matters by writing to the Section of Environmental Analysis (SEA), Surface Transportation Board, Washington, DC 20423 or by calling that office at (202) 245-0295. The Notice of Exemption will provide that the proceeding is exempt from environmental reporting requirements under 49 CFR 1105.6(c) and from historic reporting requirements under 49 CFR 1105.8(b).

Appropriate offers of financial assistance to continue rail service can be filed with the Board. Requests for environmental conditions, public use conditions, or rail banking/trails use also can be filed with the Board. An original and 10 copies of any pleading that raises matters other than environmental issues (such as trails use, public use, and offers of financial assistance) must be filed directly with the Board's Office of the Secretary, 395 E Street, SW, Washington, DC 20423 [See 49 CFR 11.047(a) and 11.043(a)], and one copy must be served on the applicant's representative. [See 49 CFR 11.0472(c)]. Questions regarding offers of financial assistance, public use or trails use may be directed to the Board's Office of Public Assistance, Governmental Affairs, and Compliance at (866) 254-7792. Copies of any comments or requests for conditions should be served on UP's, Mack Shumate, Jr., Senior General Attorney, 101 North Wacker Drive, #1920, Chicago, Illinois 60606 (312) 777-2055.

UNION PACIFIC RAILROAD COMPANY





Fw: NGS Response, STB Docket AB-33 (SUB NO. 333X)

Sarah J. Rief to: Mack H. Shumate, Olin H. Dirks, Penny L. Menchey, Ida R. Finnegan

06/30/2017 11:13 AM

See response from the National Geodetic Survey Office. I will upload this to the e-file.

Sarah J. Rief

Legal Assistant - Law Department

Union Pacific Railroad Company

1400 Douglas Street - Stop 1580

Omaha, NE 68179

Office: 402-544-0438 Email: sjrief@up.com

Forwarded by: Sarah J. Rief/UPC on 06/30/2017 11:11 AM

From: Simon Monroe <simon.monroe@noaa.gov>
 To: sjrief@up.com
 Cc: SURFACE TRANSPORTATION BOARD <sea@stb.dot.gov>, Christine Gallagher <Christine.Gallagher@noaa.gov>, Simon Monroe <simon.monroe@noaa.gov>
 Date: 06/22/2017 03:18 PM
 Subject: NGS Response; STB Docket AB-33 (SUB NO. 333X)

This email originated from outside of the company. Please use discretion if opening attachments or clicking on links.

```
> -----
> Thank you for sharing your railroad abandonment environmental report for
> PEQUOT, Grundy County, ILLINOIS.
>
> Approximately 00 geodetic survey marks may be located in the area
> described. If marks will be disturbed by the abandonment, [THE RAILROAD]
> shall consult with the National Geodetic Survey (NGS) at least 90 days
> prior
> to beginning salvage activities that will disturb, or destroy any geodetic
> station marks. These marks are described on the attached file. Additional
> advice is provided at http://geodesy.noaa.gov/marks/railroads/
> -----
>
> |Dist|PID...|H V|Vert_Source|Approx.|Approx..|Stab|Designation
>
> |----|-----|---|-----|-----|-----|-----|-----|
> |-----|-----|---|-----|-----|-----|-----|-----|
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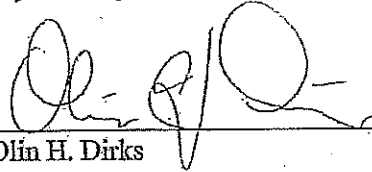
No Stations Found.

VERIFICATION

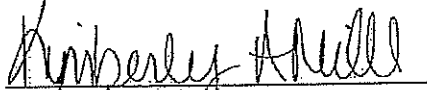
STATE OF NEBRASKA)
)SS:
COUNTY OF DOUGLAS)

I, OLIN H. DIRKS, Senior Manager Rail Line Planning of Union Pacific Railroad Company, declare under penalty of perjury, under the law of the United States of America, that I have read the foregoing document and that its assertions are true and correct to the best of my knowledge, information and belief. I further declare that I am qualified and authorized to submit this verification on behalf of Union Pacific Railroad Company.

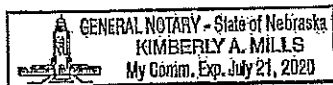
Dated at Omaha, Nebraska, this 30th day of June, 2017.


Olin H. Dirks

SUBSCRIBED AND SWORN TO
before me this 30th day of
June 2017.


Notary Public

My Commission expires: 7-21-2020





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bcc: w/ Attachment
Olin Dirks
Lynda Prucha
Sarah Rief
Michael N. Drelicharz
Jeremy Berman
Phil Danner
Robert Culp
Tracy Brush
Jason Sokolewicz

Coal City Police Department
Weekly Summary of Activities
Thursday 08-02-18 – Wednesday 08-08-18

During this period, there were 48 calls for service, 22 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

08-02-18 at 9:00 PM, police responded to the area of W. Gordon Ave. to check a subject. Police were able to locate 2 male juveniles, while checking the subjects they were found to have several pills, cough syrup containing codeine and vaping juice. Both minors were released to their parents and juvenile referrals for possession a controlled substance.

08-06-18 at 8:30 PM, police responded to a S. Mazon St. for a domestic disturbance call. The complainant stated his 13 yr. old son was talking disrespectful to him. Police spoke with the juvenile who stated he was speaking inappropriate to his father and advised he would apologize to him.

08-08-18 at 1:12 PM, a Shabbona St. resident reported he was bit by his neighbor's dog while in his own yard. The complainant stated his neighbors two dogs ran into his yard and one of the dogs bit him on his right calf. The complainant just wanted this incident documented.

Arrest Incidents

Operating a Hand Held Device while Driving	2
Warrant	2
Failure to Reduce Speed to avoid an Accident	1
Disobeying a Traffic Control Devise	1
Speeding	5
Operating an Uninsured Motor Vehicle	1
Failure to Yield	1
Expired Registration	1

Coal City Police Department
Weekly Summary of Activities
Thursday 08-09-18 – Wednesday 08-15-18

During this period, there were 53 calls for service, 22 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

08-09-18 at 6:25 PM, a Covey Lane couple reported an Identity Theft to police. The couple advised they received a notification from their bank regarding a withdrawal from Florida. The couple responded and told the bank that it was not there charge. Since that time they were advised \$3,814.96 was overdrawn on their account and needed a police report.

08-12-18 at 6:53 PM, police responded to a W. Willow St. residence for a domestic disturbance call. The complainant stated she and her live in boyfriend were fighting over his drug use and she wanted him removed from the residence. Police were able to resolve this incident when the male left the residence.

08-14-18 at 2:59 PM, A Circle Dr. resident reported harassment by telephone to police. The complainant stated he received a text message from an unknown person asking him questions. After not responding they threatened to publicize on social media that he was not a veteran. Police advised to block the number and not to respond.

Arrest Incidents

Suspended D.L.	2
D.U.I.	1
Operating an Uninsured Motor Vehicle	3
Speeding	2
Operating a Hand Held Device while Driving	1
Failure to Reduce Speed to avoid an Accident	2
No Valid D.L.	1
Illegal Consumption	1
Warrant	1
Improper Lane Usage	1
Domestic Battery	1

2018 Total Calls

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Clark	12	29	22	2	22	7	6						100
Dillon	74	98	119	70	90	75	55						581
Harseim	62	64	63	39	47	32	37						344
Imhof	118	109	124	135	119	130	65						800
Jones	110	49	101	106	48	135	153						702
Kasher	134	58	184	90	67	34	95						662
Logan	41	131	30	59	55	26	38						380
Moran	92	25	110	88	38	62	33						448
Roth					90	146	116						352
Briley													
Butterfield			5			4							9
Paquette													
Roach			5	10									15
Shugart	29	36	33	63	39	45	60						305
Total	672	599	796	662	615	696	658						4698

2018 Calls Requiring a Report

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Clark	5	21	13	1	14	3	4						61
Dillon	18	25	24	19	30	19	20						155
Harseim	41	31	35	25	24	20	20						196
Imhof	42	56	63	58	55	68	36						378
Jones	61	24	51	57	27	56	75						351
Kasher	25	33	57	33	23	13	46						230
Logan	22	19	20	35	28	16	21						161
Moran	26	11	23	22	19	33	21						155
Roth					28	47	53						128
Briley			3										3
Butterfield			1										1
Paquette													
Roach			4	6		2							12
Shugart	24	29	17	31	23	32	31						187
Total	264	249	311	287	271	309	327						2018

2018 Dispatched Calls

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Clark	1	9	3			9	1	2					25
Dillon	19	18	17	20	22	22	17	14					127
Harseim	28	16	23	14	10	10	17	13					121
Imhof	41	37	43	40	49	49	47	30					287
Jones	36	17	37	33	15	15	36	38					212
Kasher	19	24	40	19	17	17	11	28					158
Logan	19	12	14	26	28	28	15	16					130
Moran	15	5	15	18	19	32	32	10					114
Roth					32	33	29						94
Briley			1										1
Butterfield						2							2
Paquette													
Roach			1	4									5
Shugart	14	10	9	18	13	32	22						118
Total	192	148	203	192	214	243	202						1394

2018 Criminal Charges

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Clark													
Dillon	3		1	1									5
Harseim	2	2		1									5
Imhof	1	1	6	3	9	5	4						29
Jones	1	1	2	4	1	5							14
Kasher	3	4	3		1		3						14
Logan	1												1
Moran	2	1	1	1		2	3						10
Roth					2	3	1						6
Briley													
Butterfield													
Paquette													
Roach													
Shugart							7						7
Total	13	9	13	10	13	15	18						91

2018 Traffic Citations

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Clark													
Dillon			1	1	1								3
Harseim	1	4											5
Imhof	15	13	24	28	10	22	12						124
Jones	27	11	18	27	14	24	45						166
Kasher		4	3	3		2							12
Logan		1		4		2							7
Moran	4			3	2	6	2						17
Roth					2	4	1						7
Briley													
Butterfield													
Paquette													
Roach				1									1
Shugart			1										1
Total	47	34	47	67	28	60	60						343

2018 Traffic Crashes

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Clark			1										1
Dillon	1	3	2										6
Harseim	2	1											3
Imhof	3	1		1	1	4	2						12
Jones	1	2		4	1	4	1						13
Logan	2	3	1										6
Moran			1	1	1								2
Kasher			1	1	1								2
Roth					2	1	2						5
Briley													
Butterfield													
Paquette													
Roach													
Shugart		1											1
Total	9	12	5	6	5	9	5						51

2018 D.U.I.

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Clark													
Dillon													
Harseim		1											1
Imhof			1				1						2
Jones													
Kasher		1	1										2
Logan													
Moran													
Roth													
Briley													
Butterfield													
Paquette													
Roach													
Shugart													0
Total	0	2	2	0	0	0	0						5

2018 P-Tickets

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Clark	1												1
Dillon				1									1
Harseim	1	1											2
Imhof	4	1	1	3	2		5						15
Jones	1	1	1			1	2						6
Kasher		4		1		1							6
Logan													
Moran	2		2				4						8
Roth													
Briley													
Butterfield													
Paquette													
Roach													
Shugart													
Total	9	7	3	5	2	2	11						39

2018 Verbal Warnings

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Clark				1	1	1	1	1					4
Dillon	3	1	1	7	7	4	4	4					27
Harseim	1	2	5				1	4					13
Imhof	19	23	23	27	17	31	14	14					154
Jones	32	9	24	34	13	47	50	50					209
Kasher	5	3	10	2	1	2	9	9					32
Logan	5		3	7	7	2	3	3					27
Moran	2		1	11	2	3							19
Roth					20	23	34	34					77
Briley													
Butterfield			2										2
Paquette													
Roach				1									1
Shugart				1	1		1	1					2
Total	67	38	69	91	68	114	120						567