

COAL CITY
VILLAGE BOARD MEETING
Wednesday, June 10, 2026
7:00 P.M.

AGENDA

1. Call Meeting to Order
2. Pledge of Allegiance
3. Approval of Minutes May 27, 2026
4. Approval of Warrant List
5. Public Comment
6. Ordinance 26-17 Hauschild Annexation Agreement
7. Ordinance 26-18 Annexation and Incorporation of Property
Located south of Reed between the UP Tracks
and Berta
8. Ordinance 26-19 Rezoning of Property from RS1 to Agricultural
9. Resolution 26-09 IEPA Additional Monies for Water Treatment
Expansion Project

10. IDOT Reimbursement for N. Broadway Engineering Work to Date

11. 250 Authorization/Summary

12. Report of the Mayor

13. Report of the Trustees

C. Lauterbur

B. Mincey

R. Bradley

P. Noffsinger

D. Greggain

D. Togliatti

14. Report of Village Clerk

15. Report of Village Attorney

16. Report of Village Engineer

17. Report of Chief of Police

18. Report of Village Administrator

19. Adjourn

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: June 10, 2026

RE: ADOPTION OF ORDINANCES ANNEXING HAUSCHILD ACREAGE ON SOUTH SIDE OF REED ROAD AND REZONING THE PROPERTY

The Hauschilds, who own approximately 253 acres of property that is currently unincorporated on the south side of Reed Road between the Union Pacific (UP) Railroad tracks and Berta Road except for the residential parcel immediately adjacent on the southwest corner of that intersection, desire to annex within the Village of Coal City. Upon annexation of property within the village it automatically receives RS1 zoning, which calls for development on that property of single-family dwelling units. This type of development is not consistent with the comprehensive plan and the owners requested to keep the land agricultural consistent with its current utilization.

This request was made within an annexation agreement, which was previously the matter of a public hearing held by the Board of Trustees. In addition, the Zoning Board of Appeals received and considered a petition for a map amendment across multiple meetings at which time they positively recommended the property be re-zoned to agricultural instead of the RS1 designation upon its annexation. There were many persons who spoke in opposition to the petition, however comments focused primarily upon being opposed to the property's annexation or any means by which this 253 acres could become data center development.

There are three ordinances involved with the annexation of this property. The first is an ordinance entering into an annexation agreement with the property owners by which the 253 acres are to receive a minimal tax reimbursement upon the property. The Coal City levy line item related to GO Debt repayment may be refunded on an annual basis unless the land is sold. This line item – levied at about 0.46 this past year represents a 6.7% refunding from the total bill payment when taxes are to be collected in 2027. In addition, this agreement states the condition of zoning upon annexation as well. The second ordinance takes the action of annexing the land within the Village of Coal City. Then, the third ordinance that has been included completes the requirements within the annexation agreement, rezoning the property under Agricultural zoning as opposed to RS1.

Recommendation:

- 1.) Adopt Ordinance No. _____: Entering into an Annexation Agreement with the Hauschilds regarding the annexation of their property located south of Reed Road.
- 2.) Adopt Ordinance No. _____: Annexing the Hauschild Property within the Village of Coal City.
- 3.) Adopt Ordinance No. _____: Rezoning the Hasuchild newly incorporated property to Agricultural zoning.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION
AGREEMENT WITH VERNON RAY HAUSCHILD AND DAVID R. AND DEBRA J.
HAUSCHILD CONCERNING 253 ACRES OF TERRITORY SOUTHWEST OF BERTA
AND REED ROADS IN UNINCORPORATED GRUNDY COUNTY, ILLINOIS**

(09-14-200-011, 09-14-100-005, 09-14-200-010, 09-14-200-005, and 09-14-200-009)

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

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

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

on _____, 2026

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT WITH VERNON RAY HAUSCHILD AND DAVID R. AND DEBRA J. HAUSCHILD CONCERNING 253 ACRES OF TERRITORY SOUTHWEST OF BERTA AND REED ROADS IN UNINCORPORATED GRUNDY COUNTY, ILLINOIS

(09-14-200-011, 09-14-100-005, 09-14-200-010, 09-14-200-005, and 09-14-200-009)

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 Vernan Ray Hauschild (“*V. Hauschild*”) and David R. and Debra J. Hauschild (“*D & D Hauschild*”) (cumulatively, V. Hauschild and D & D Hauschild shall be known as the “*Owners*”) concerning an aggregate total of 253 acres of largely agricultural land generally located southwest of the intersection of Berta and Reed Roads in unincorporated Grundy County, Illinois; and

WHEREAS, the subject properties are described as follows:

Parcel 1: V. Hauschild is the sole owner of 157.95 acres of land and improvements located at 7665-7669 E. Reed Road in unincorporated Grundy County, Illinois, P.I.N. 09-14-200-011 (“*Parcel 1*”). Parcel 1 is presently improved with three single-family residential structures,

detached garages, and corn silos, and is otherwise used for agricultural purposes. Parcel 1 is legally described as:

The Northeast Quarter and the East 47 acres of the North Half of the Northwest Quarter of Section 14 in Township 32 North, Range 8 East of the Third Principal Meridian, Grundy County, Illinois,

EXCEPTING THEREFROM the following tracts of land:

Tract 1: Part of the Northeast Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian, described as follows:

Beginning at the northeast corner of the Northeast Quarter of said Section 14; thence South 89 degrees 37 minutes 55 seconds West, 1,002.00 feet along the north line of said Northeast Quarter; thence South 250.00 feet parallel with the east line of said Northeast Quarter; thence South 89 degrees 37 minutes 55 seconds West, 774.00 feet parallel with the north line of said Northeast Quarter to the center of a grass lane; thence South 01 degree 21 minutes 32 seconds East, 981.00 feet along the center of the said grass lane to the center of a drainage ditch; thence South 85 degrees 59 minutes 24 seconds East, 1,757.00 feet along the center of said drainage ditch to the east line of said Northeast Quarter; thence North 1,365.00 feet along said east line to the Point of Beginning, situated in Braceville Township, Grundy County, Illinois.

Tract 2: Part of the Northeast Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian, described as follows:

Commencing at the northeast corner of the Northeast Quarter of said Section 14; thence South 89 degrees 37 minutes 55 seconds West, 668.00 feet along the north line of said Northeast Quarter; thence continuing West 265.00 feet to the Point of Beginning; thence South 260.83 feet; thence West 220.00 feet; thence North 260.83 feet; thence East 220.00 feet to the Point of Beginning, situated in Braceville Township, Grundy County, Illinois.

PIN 09-14-200-011

Parcel 2: V. Hauschild owns an additional 47.58 acres of unimproved farmland generally described as being situated east of the Union Pacific Railroad tracks, south of E. Reed Road and west of S. Berta Road in unincorporated Grundy County, Illinois, P.I.N. 09-14-100-005 (“*Parcel 2*”). Parcel 2 is legally described as:

A parcel of land forming a portion of the Illinois Central Gulf Railroad Company's Pequot Line right of way and property situated in the South Half of the Northwest Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian, Grundy County, Illinois, said parcel being all of that part of said South Half of the Northwest Quarter that lies easterly of and adjacent to a line that lies parallel with and 25 feet normally distant easterly from the centerline of Grantor's main track; said main track centerline intersects the south line of said South Half of the Northwest Quarter approximately 1,595.00 feet westerly from the southeast corner of said South Half of the Northwest Quarter and intersects the North line of said South Half of the Northwest Quarter approximately 1,595.00 feet Westerly from the northeast corner of said South Half of the Northwest Quarter.

PIN 09-14-100-005

Parcel 3: D&D Hauschild are the sole owners of 39.05 acres of land improved with a detached single-family home and farmland commonly known as 7865 E. Reed Road in unincorporated Grundy County, Illinois 09-14-200-010 ("**Parcel 3**"). Parcel 3 is legally described as:

Part of the Northeast Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian, described as follows:

Commencing at the northeast corner of the Northeast Quarter of said Section 14; thence West 668.0 feet to the Point of Beginning; thence West 485.0 feet; thence South 250.0 feet; thence West 623.0 feet; thence South 981.0 feet; thence Southeast 1,757.0 feet; thence North 712.89 feet; thence West 668.0 feet; thence North 652.11 feet to the Point of Beginning, containing 39.05 acres, more or less, situated in Braceville Township, Grundy County, Illinois.

7865 E. Reed Road
P.I.N. 09-14-200-010

Parcel 4: D&D Hauschild are also the sole owners of approximately 5 acres of land improved with a detached single-family home and farmland commonly known as 7905 E. Reed Road in unincorporated Grundy County, Illinois 09-14-200-005 ("**Parcel 4**"). Parcel 4 is legally described as:

Part of the Northeast Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian described as follows:

Commencing at the northeast corner of the Northeast Quarter of said Section 14; thence South 89 degrees, 37 minutes 55 seconds West, 334.0 feet along the north line of said Northeast Quarter to the Point of Beginning; thence South 652.11 feet parallel with the east line of said Northeast Quarter; thence South 89 degrees 37 minutes 55 seconds West, 334.0 feet parallel with the north line of said Northeast Quarter; thence North 652.11 feet parallel with the east line of said Northeast Quarter to the north line of said Northeast Quarter; thence North 89 degrees 37 minutes 55 seconds East, 334.0 feet along said north line to the Point of Beginning, situated in Braceville Township, Grundy County, Illinois.

7905 E. Reed Road
P.I.N. 09-14-200-005

Parcel 5: D&D Hauschild also own approximately 3 acres of unimproved farmland improved with a detached single-family home and farmland generally described as being south of E. Reed Road and adjacent to and directly west of S. Berta Road in unincorporated Grundy County, Illinois 09-14-200-009 (“*Parcel 5*”). Parcel 5 is legally described as:

Part of the Northeast Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian described as follows:

Beginning at the northeast corner of the Northeast Quarter of said Section 14; thence South 89 degrees 37 minutes 55 seconds West, 334.00 feet along the north line of said Northeast Quarter; thence South 652.11 feet parallel with the east line of the said Northeast Quarter; thence North 89 degrees 37 minutes 55 seconds East, 334.00 feet parallel with the north line of said Northeast Quarter to the east line of said Northeast Quarter; thence North 652.11 feet along said east line to the Point of Beginning, situated in Braceville Township, Grundy County, Illinois.

EXCEPTING THEREFROM the North 260.838 feet of the above-described parcel.

P.I.N. 09-14-200-009

WHEREAS, Parcels 1 - 5 (hereinafter, the "*Property*"), together with any public streets or highways contiguous to or within the said Property that have not been previously annexed to any municipality are included with said annexation by operation of law shall be cumulatively known as the "*Territory*"; 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 Annexation Agreement appended hereto to as **Exhibit A (“Agreement”)**; and

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

WHEREAS, the Agreement has been negotiated between the Village and Owners concerning the terms governing the future voluntary annexation of the Territory to the Village pursuant to the authority and provisions of 65 ILCS 5/7-1-1 *et seq.* and 65 ILCS 5/11-15.1-1 *et seq.*; and,

WHEREAS, pursuant to due notice and publication in the *Coal City Courant* on April 22 2026, which was not less than 15 days before the public hearing as provided by the Illinois Municipal Code (a copy of the Certificate of Publication is attached hereto as **Exhibit B**), the Agreement was submitted to the Village President and Board of Trustees (cumulatively, the “**Corporate Authorities**”) and a duly-noticed public hearing was held thereon on May 13, 2026, and the Village has taken such further action required by the provisions of 65 ILCS 5/11-15.1.3 and the ordinances of the Village relating to the procedure for the authorization, approval and execution of this Agreement by the Village; and

WHEREAS, at the public hearing, all those members of the public desiring to give testimony were given the opportunity to do so;

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

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

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

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

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

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

SECTION 2. Authorization.

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

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

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

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

SECTION 5. Effectiveness. This Ordinance shall be in full force and effect from and after (i) its passage and approval by a two-thirds supermajority vote of the Corporate Authorities in office, and publication in the manner provided by law and (ii) recordation at the Grundy County Recorder's Office of this Ordinance; provided, however, that this Ordinance shall be of no force or effect until after the Annexation Agreement has been (a) executed by the Village and the Owners and (b) recorded against the Property.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.

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

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

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

APPROVED By Village President

This _____ day of _____, 2026.

VILLAGE OF COAL CITY

David A. Spesia, President

Attest:

Kayla Melvin, Clerk

EXHIBIT A

Annexation Agreement

ATTACHED ON THE FOLLOWING PAGES

***AFTER RECORDING
RETURN TO:***

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

This space for Recorder's use only

ANNEXATION AGREEMENT

By and Between

THE VILLAGE OF COAL CITY, ILLINOIS

AND

VERNON RAY HAUSCHILD

AND

DAVID R. AND DEBRA J. HAUSCHILD

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

THIS ANNEXATION AGREEMENT ("*Agreement*") is made and entered into as of this ____ day of _____ 2026, by and between the VILLAGE OF COAL CITY, an Illinois municipal corporation, located in Grundy County and Will County, Illinois (the "*Village*"), VERNON RAY HAUSCHILD ("*V. Hauschild*"), and DAVID R. AND DEBRA J. HAUSCHILD ("*D&D Hauschild*"). V. Hauschild and D&D Hauschild may be referred to collectively as "*Owners.*" The Village and Owners may be collectively referred to as the "*Parties*".

SECTION 1. RECITALS.

- A. V. Hauschild is the sole owner of 157.95 acres of land and improvements located at 7665-7669 E. Reed Road in unincorporated Grundy County, Illinois, P.I.N. 09-14-200-011, as legally described in **Exhibit A ("*Parcel 1*")**. Parcel 1 is presently improved with three single-family residential structures, detached garages, and corn silos, and is otherwise used for agricultural purposes.
- B. V. Hauschild is also the sole owner of an additional 47.58 acres of unimproved farmland generally described as being situated east of the Union Pacific Railroad tracks, south of E. Reed Road and west of S. Berta Road in unincorporated Grundy County, Illinois, P.I.N. 09-14-100-005, as legally described in **Exhibit B ("*Parcel 2*")**.
- C. D&D Hauschild are the sole owners of 39.05 acres of land improved with a detached single-family home and farmland commonly known as 7865 E. Reed Road in unincorporated Grundy County, Illinois 09-14-200-010, as legally described in **Exhibit C ("*Parcel 3*")**.
- D. D&D Hauschild are also the sole owners of approximately 5 acres of land improved with a detached single-family home and farmland commonly known as 7905 E. Reed Road in unincorporated Grundy County, Illinois 09-14-200-005, as legally described in **Exhibit D ("*Parcel 4*")**.
- E. D&D Hauschild also own approximately 3 acres of unimproved farmland improved with a detached single-family home and farmland generally described as being south of E. Reed Road and adjacent to and directly west of S. Berta Road in unincorporated Grundy County, Illinois 09-14-200-009, as legally described in **Exhibit E ("*Parcel 5*")**.
- F. Parcel 1, Parcel 2, Parcel 3, Parcel 4 and Parcel 5 may be collectively referred to herein as the "*Annexation Territory*".

- G. The Annexation Territory is depicted and legally described on the Plat of Annexation prepared by _____, dated _____, 2026 and attached hereto as **Exhibit F (“Plat of Annexation”)**.
- H. The Annexation Territory is contiguous to the Village’s boundaries and is not located within the corporate limits of any municipality.
- I. Owners desire to annex the Annexation Territory as shown in the Plat of Annexation into the Village, pursuant to the terms and conditions of this Agreement; and
- J. Owners have filed a duly executed and authorized annexation petition with the Village Clerk signed by the owner of record of all land within the Subject Annexation Territory, and by all electors residing thereon, if any.
- K. Owners intend to continue using the Annexation Territory for its present agricultural and residential purposes.
- L. The Village is desirous of establishing contiguity with additional acreage under separate ownership for purposes of subsequent subdivision, industrial development and the establishment of a new tax increment finance district within the Village and, as such, the Parties have negotiated the terms of a partial property tax abatement agreement for the Annexation Territory until such time as it is sold, subdivided, or developed for non-agricultural use.
- M. Owners have represented to the Village that, without the assistance of the Village as set forth in this Agreement, annexing into the Village would not be desirable.
- N. The Village has authority pursuant to 65 ILCS 5/11-15.1-2(e-5) and 35 ILCS 200/18-165 to abate real estate property taxes as provided herein.
- O. Owners and the electors residing on the Annexation Territory desire to annex the Annexation Territory into the Village, and the Village has considered the Annexation Territory and believes it would make a valuable addition to the Village.
- P. The Owners have agreed to enter into an annexation agreement setting forth the terms for the future voluntary annexation to the Village and Village approval of rezoning of the Annexation Territory.
- Q. The Annexation Territory is not presently located within the corporate limits of any municipality but is contiguous to the Village, as provided in 65 ILCS 5/7-1-1, *et seq.*
- R. The Parties are authorized to enter into this Agreement pursuant to the provisions of 65 ILCS 5/11-15.1-1 *et seq.* and desire to enter into a binding annexation agreement governing the annexation and zoning of the Annexation Territory and to provide for certain other matters related to the taxation, development and operation of the Annexation Territory.

- S. 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.
- T. 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.
- U. The Agreement has been submitted to Owners and their legal counsel 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.
- V. 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.
- W. 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 Annexation Territory, for twenty (20) years, commencing as of the Effective Date.

SECTION 4. ANNEXATION OF THE PROPERTY.

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

B. Adoption of Annexation Ordinance. Not later than thirty (30) calendar days after approval of this Agreement, the Corporate Authorities of the Village agree to approve an ordinance in substantially the form of **Exhibit G** (the “**Annexation Ordinance**”), annexing the Annexation Territory and any contiguous rights-of-way which are included with said annexation by operation of law (cumulatively, the “**Territory**”) to the Village pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8. Upon such Annexation Ordinance becoming effective, the Village shall promptly cause the Annexation Ordinance to be recorded at the office of the Recorder of Grundy County, Illinois.

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

SECTION 5. ZONING.

A. Initial Zoning. The Parties agree that the Annexation Territory 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. The Annexation Territory may continue to be used as it is on the effective date of the Annexation Ordinance as an activity legal nonconformity within the meaning of Section 156-291(C)(1) of the Village Code, consistent with the provisions of Article XIV of the Village Code related to activity nonconformities. Stating further, the portions of the property presently used for agricultural purposes shall, notwithstanding any Village ordinance to the contrary, be permitted to continue being used for existing agricultural uses during the term of the Agreement until such portions are developed for residential, industrial or commercial uses.

B. Rezoning.

1. The Parties acknowledge and agree that (i) Owners have petitioned the Village for a zoning map amendment reclassifying each parcel comprising the Annexation Territory from RS-1 to the Village’s A Agricultural District (the “**Rezoning**”), (ii) the Village’s Zoning Board of Appeals (“**ZBA**”) has or will have conducted a duly noticed public hearing thereon prior to the Village’s approval of this Agreement, (iii) that the Village has or will have completed all jurisdictional and procedural prerequisites necessary for the Village Board to render a final vote and decision upon Owners’ pending Rezoning petitions prior to the Village Board’s approval of this Agreement, and (iv) the ZBA has or will have favorably recommended approval of the Rezoning as to each parcel comprising the

Annexation Territory prior to the Village Board approving this Agreement.

2. Promptly upon passage of the Annexation Ordinance, the Village Board shall adopt an ordinance granting the Rezoning. Except as otherwise provided herein, the future development and operation of the Property shall be subject to the provisions governing the A Agricultural District unless and until such time, if ever, as all or any of the Annexation Territory is subsequently further rezoned.

SECTION 6. PROPERTY TAX REBATE.

A. Rebate Contingencies. The Village will rebate a portion of property taxes paid on the Annexation Territory in accordance with the schedule set forth herein only if the conditions of this Section 6 and the Agreement are met and maintained by the respective owners of each parcel comprising the Annexation Territory.

B. Rebate Obligation. Provided that Owners meet and maintain the following conditions and Owners are otherwise in compliance with its obligations under this Agreement, the Village agrees to abate the stated portion of Owners' real estate property taxes paid on the Annexation Territory as hereafter set forth:

1. Owners respectively continue to own fee simple title to their respective parcels comprising the Annexation Territory; and
2. The parcels comprising the Annexation Territory are not subdivided or otherwise developed for purposes other than the uses in existence as of the Effective Date.

C. Loss of Rebate. If a parcel comprising the Annexation Territory, or any portion thereof, is sold to a third party in an arms-length transaction, or subdivided for development purposes or otherwise becomes the subject of an approved development project, then the owner(s) of such parcel or his/her successor(s) in interest shall not be entitled to any tax rebate for property taxes paid for any tax year in which the disqualifying activity takes place and all subsequent years.

D. Rebate Schedule. The Village shall rebate the portion of the general real estate taxes assessed on the parcels comprising the Annexation Territory and disbursed to the Village that is specifically attributable to payment of any general obligation debt service by the Village where such obligation was incurred prior to the Effective Date ("***Village Annexation Territory Tax Share***") beginning with the later of the (x) 2026 tax bill (payable in 2027) and (y) tax year of the effective date of annexation.

SECTION 7. SANITARY/STORM SEWER/POTABLE WATER.

The Annexation Territory is not now serviced by a water main or sanitary sewer, but if such service becomes available due to the extension of a watermain or sewer main adjacent to the Annexation Territory in the future and Owner connects to the Village water or sanitary sewer system, the Village agrees to waive its standard tap-on fees for such connection, but sewer and water capacity user fees shall be assessed at the time of and as a condition precedent to connection in accordance with Section 51-49(A)(2).

SECTION 8. FEES, DEDICATIONS, DONATIONS AND CONTRIBUTIONS.

- A. Negotiation and Review Fees. The Owners agree that they will be liable for and to pay, immediately after presentation of a written demand or demands for payment, the fees, costs and expenses incurred in connection with any applications, documents, or proposals, whether formal or informal, of whatever kind submitted by the Owners during the term of this Agreement in connection with the use and development of the Annexation Territory. Further, the Owners agree that they shall be liable for and will pay after demand all fees, costs, and expenses incurred by the Village for publications and recordings required in connection with the above matters. Stating further, the Village of Coal City shall absorb its own negotiation costs and the expenses associated with publishing and mailing required notices, and recording fees associated with this Agreement and the annexation herein contemplated.
- B. Building Permits, Water & Sewer Impacts Fees. Building permit fees shall be assessed in accordance with the , which shall include water and sewer impact fees as set forth in Sections 51-50(A)(2) and (A)(4) of the Village Code.
- C. Wastewater and Water Treatment Fees. As a condition precedent to the issuance of a building permit(s) for development of the Annexation Territory or any portion thereof, Owners shall pay to the Village a portion of the Infrastructure Fee set forth in the Table of Fees and Fines, as amended from time to time and set forth in Attachment 1 (“Table of Fees and Fines”) to Title I (“General Provisions”), Chapter 10 (“General Provisions”), and referenced in Section 10-99.F. of the Village Code of Ordinances (as amended, the “*Fee Table*”) corresponding to wastewater treatment and water treatment [cumulatively, the wastewater and water treatment fees shall be known as the “*Applicable Infrastructure Fee*”]. The acreage subject to the Applicable Infrastructure Fee shall be calculated as set forth in the Village’s adopted water and sewer infrastructure development policy.
- D. Other Village Fees. In addition to all other costs, payments, fees, or charges, required by this Agreement, the Owners shall pay to the Village all application, inspection,

impact and permit fees, all other fees, charges, and contributions pursuant to the Legal Requirements.

SECTION 9. EASEMENTS.

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

SECTION 10. VILLAGE SERVICES.

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

SECTION 11. LIABILITY AND INDEMNITY OF VILLAGE.

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

B. Village Procedure. The Owners acknowledge and agree 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.

SECTION 12. DEFAULT AND REMEDIES.

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

Default by Owner or the Village shall be actionable or be of other consequence unless and until it shall constitute an Event of Default.

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

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

SECTION 13. GENERAL PROVISIONS.

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

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

C. Recordation. This Agreement shall be recorded with the Office of the Grundy County Recorder at the Village's expense, and all contracts and deeds of conveyance relating to the Annexation Territory, or any part thereof, shall be subject to the provisions of this Agreement.

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

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

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

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

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

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

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

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

Vernon Ray Hauschild

P.O. Box 158
Ruidoso, N.M. 88355

David R. and Debra J. Hauschild

2280 S. Gorman Rd.
MAZON, JL 60444

With a copy to: Donald F. Black
Black & Black Lawyers
P.O. Box 148
Morris, IL 60450

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

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

With a copy to: Mark R. Heinle
Ancel Glink, 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 G, 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 Owners that the persons executing this Agreement on its behalf have been properly authorized to do so by its Corporate Authorities.

2. **Owners.** Owner hereby represent to the Village that each is the lawful owner of the portions of the Annexation Territory set forth hereinabove and is therefore the appropriate person to encumber the Annexation Territory with this Agreement.

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

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE
FOLLOWS.***

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

VILLAGE OF COAL CITY:

By: _____

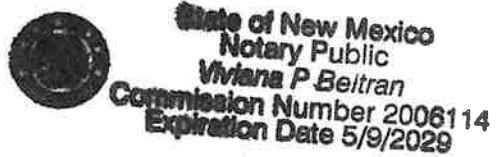
President David A. Spesia

Date: _____

ATTEST:

By: _____

Kayla Melvin, Village Clerk



VERNON RAY HAUSCHILD

x Vernon Ray Hauschild

Date: 3-16-26

Signature of Notary:
Viviana P. Beltran
Expiration Date: 05-09-2029

DAVID R. HAUSCHILD

David R. Hauschild

Date: 3-16-26

DEBRA J. HAUSCHILD

Debra J. Hauschild

Date: 3-16-26

EXHIBIT A

**LEGAL DESCRIPTION OF PARCEL 1
PARCEL 1 LEGAL DESCRIPTION**

The Northeast Quarter and the East 47 acres of the North Half of the Northwest Quarter of Section 14 in Township 32 North, Range 8 East of the Third Principal Meridian, Grundy County, Illinois,

EXCEPTING THEREFROM the following tracts of land:

Tract 1: Part of the Northeast Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian, described as follows:

Beginning at the northeast corner of the Northeast Quarter of said Section 14; thence South 89 degrees 37 minutes 55 seconds West, 1,002.00 feet along the north line of said Northeast Quarter; thence South 250.00 feet parallel with the east line of said Northeast Quarter; thence South 89 degrees 37 minutes 55 seconds West, 774.00 feet parallel with the north line of said Northeast Quarter to the center of a grass lane; thence South 01 degree 21 minutes 32 seconds East, 981.00 feet along the center of the said grass lane to the center of a drainage ditch; thence South 85 degrees 59 minutes 24 seconds East, 1,757.00 feet along the center of said drainage ditch to the east line of said Northeast Quarter; thence North 1,365.00 feet along said east line to the Point of Beginning, situated in Braceville Township, Grundy County, Illinois.

Tract 2: Part of the Northeast Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian, described as follows:

Commencing at the northeast corner of the Northeast Quarter of said Section 14; thence South 89 degrees 37 minutes 55 seconds West, 668.00 feet along the north line of said Northeast Quarter; thence continuing West 265.00 feet to the Point of Beginning; thence South 260.83 feet; thence West 220.00 feet; thence North 260.83 feet; thence East 220.00 feet to the Point of Beginning, situated in Braceville Township, Grundy County, Illinois.

PIN 09-14-200-011

EXHIBIT B

PARCEL 2 LEGAL DESCRIPTION

A parcel of land forming a portion of the Illinois Central Gulf Railroad Company's Pequot Line right of way and property situated in the South Half of the Northwest Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian, Grundy County, Illinois, said parcel being all of that part of said South Half of the Northwest Quarter that lies easterly of and adjacent to a line that lies parallel with and 25 feet normally distant easterly from the centerline of Grantor's main track; said main track centerline intersects the south line of said South Half of the Northwest Quarter approximately 1,595.00 feet westerly from the southeast corner of said South Half of the Northwest Quarter and intersects the North line of said South Half of the Northwest Quarter approximately 1,595.00 feet Westerly from the northeast corner of said South Half of the Northwest Quarter.

PIN 09-14-100-005

EXHIBIT C

PARCEL 3 LEGAL DESCRIPTION

Part of the Northeast Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian, described as follows:

Commencing at the northeast corner of the Northeast Quarter of said Section 14; thence West 668.0 feet to the Point of Beginning; thence West 485.0 feet; thence South 250.0 feet; thence West 623.0 feet; thence South 981.0 feet; thence Southeast 1,757.0 feet; thence North 712.89 feet; thence West 668.0 feet; thence North 652.11 feet to the Point of Beginning, containing 39.05 acres, more or less, situated in Braceville Township, Grundy County, Illinois.

7865 E. Reed Road
P.I.N. 09-14-200-010

EXHIBIT D

PARCEL 4 LEGAL DESCRIPTION

Part of the Northeast Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian described as follows:

Commencing at the northeast corner of the Northeast Quarter of said Section 14; thence South 89 degrees, 37 minutes 55 seconds West, 334.0 feet along the north line of said Northeast Quarter to the Point of Beginning; thence South 652.11 feet parallel with the east line of said Northeast Quarter; thence South 89 degrees 37 minutes 55 seconds West, 334.0 feet parallel with the north line of said Northeast Quarter; thence North 652.11 feet parallel with the east line of said Northeast Quarter to the north line of said Northeast Quarter; thence North 89 degrees 37 minutes 55 seconds East, 334.0 feet along said north line to the Point of Beginning, situated in Braceville Township, Grundy County, Illinois.

7905 E. Reed Road
P.I.N. 09-14-200-005

EXHIBIT E

PARCEL 5 LEGAL DESCRIPTION

Part of the Northeast Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian described as follows:

Beginning at the northeast corner of the Northeast Quarter of said Section 14; thence South 89 degrees 37 minutes 55 seconds West, 334.00 feet along the north line of said Northeast Quarter; thence South 652.11 feet parallel with the east line of the said Northeast Quarter; thence North 89 degrees 37 minutes 55 seconds East, 334.00 feet parallel with the north line of said Northeast Quarter to the east line of said Northeast Quarter; thence North 652.11 feet along said east line to the Point of Beginning, situated in Braceville Township, Grundy County, Illinois.

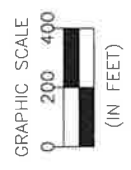
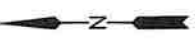
EXCEPTING THEREFROM the North 260.838 feet of the above-described parcel.

P.I.N. 09-14-200-009

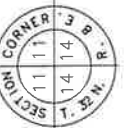
EXHIBIT F

PLAT OF ANNEXATION

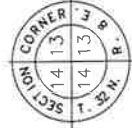
[attached on following page]



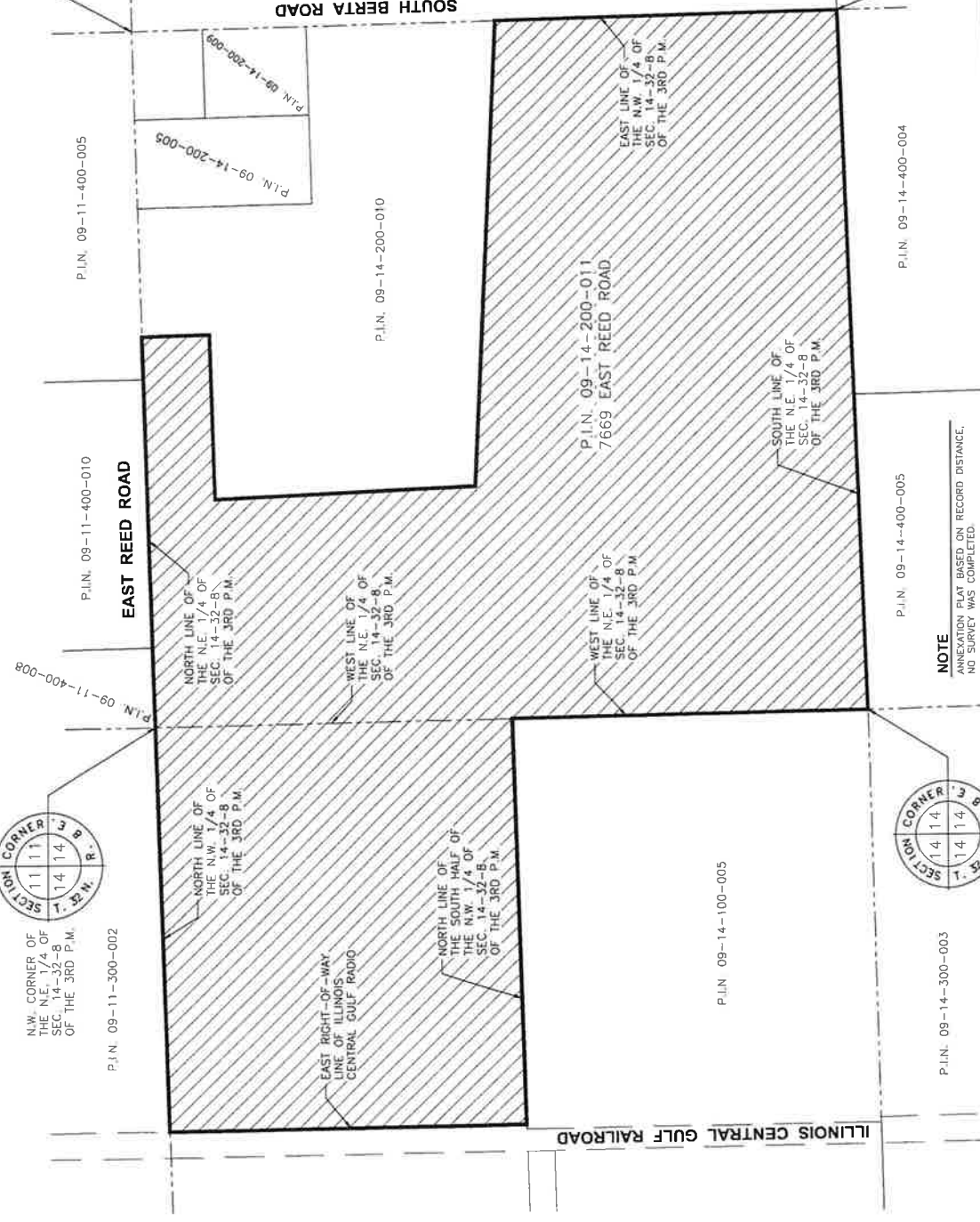
N.E. CORNER OF THE N.E. 1/4 OF SEC. 14-32-8 OF THE 3RD P.M.



N.W. CORNER OF THE N.E. 1/4 OF SEC. 14-32-8 OF THE 3RD P.M.



S.E. CORNER OF THE N.E. 1/4 OF SEC. 14-32-8 OF THE 3RD P.M.



LEGAL DESCRIPTION
THE NORTHEAST QUARTER AND THE EAST 47 ACRES OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 14 IN TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, GRUNDY COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING TRACTS OF LAND:

TRACT 1:

PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE SOUTH 89 DEGREES 37 MINUTES 55 SECONDS WEST, 1,002.00 FEET ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 250.00 FEET PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 37 MINUTES 55 SECONDS WEST, 774.00 FEET PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER TO THE CENTER OF A GRASS LAKE; THENCE SOUTH 01 DEGREE 21 MINUTES 32 SECONDS EAST, 981.00 FEET ALONG THE CENTER OF THE SAID GRASS LAKE TO THE CENTER OF A DRAINAGE DITCH; THENCE SOUTH 89 DEGREES 37 MINUTES 55 SECONDS WEST, 757.00 FEET TO THE CENTER OF SAID DRAINAGE DITCH; THENCE EAST 1/4 OF SAID NORTHEAST QUARTER TO THE EAST LINE OF SAID EAST LINE TO THE POINT OF BEGINNING, SITUATED IN BRACEVILLE TOWNSHIP, GRUNDY COUNTY, ILLINOIS.

TRACT 2:

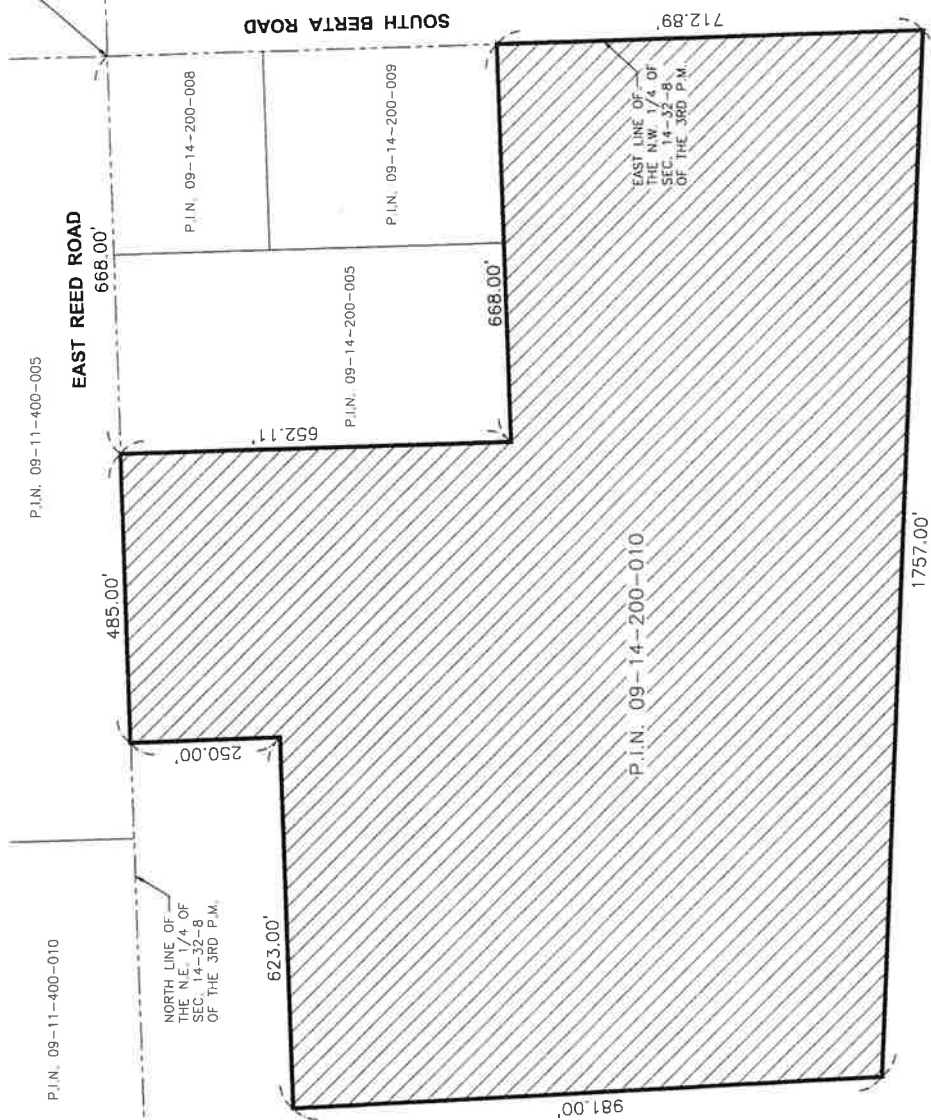
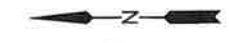
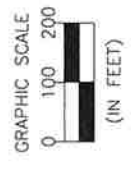
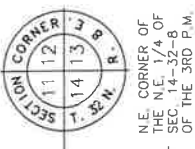
PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE SOUTH 89 DEGREES 37 MINUTES 55 SECONDS WEST, 658.00 FEET ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE CONTINUING WEST, 265.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 260.83 FEET; THENCE WEST 220.00 FEET; THENCE NORTH 260.83 FEET; THENCE EAST 220.00 FEET TO THE POINT OF BEGINNING, SITUATED IN BRACEVILLE TOWNSHIP, GRUNDY COUNTY, ILLINOIS.

NOTE
ANNEXATION PLAY BASED ON RECORD DISTANCE, NO SURVEY WAS COMPLETED.

LEGEND
PROPERTY TO BE ANNEXED
COAL CITY CORPORATE LIMIT
SECTION LINE
RIGHT-OF-WAY LINE
LOT LINE

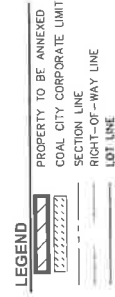
321 W. Washington Street
Moline, IL 61450
633.974.0000
info@chamlin.com
Professional Geomatics Firm
License # 184201717
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Chamlin & Associates
ENGINEERS - SURVEYORS - PLANNERS

PLAT OF ANNEXATION
PART OF THE N.E. 1/4 OF SEC. 14, 32-8
CHECKED BY: [Signature]
JOB NUMBER: [Number]
DATE: [Date]
PREPARED BY: [Signature]
VILLAGE OF URBANA



LEGAL DESCRIPTION
 PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 32 NORTH RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE WEST 668.0 FEET TO THE POINT OF BEGINNING; THENCE WEST 485.0 FEET; THENCE SOUTH 250.0 FEET; THENCE WEST 623.0 FEET; THENCE SOUTH 981.0 FEET; THENCE SOUTHEAST 1,757.0 FEET; THENCE NORTH 712.89 FEET; THENCE WEST 668.0 FEET; THENCE NORTH 652.11 FEET TO THE POINT OF BEGINNING, CONTAINING 39.05 ACRES, MORE OR LESS, SITUATED IN BRACEVILLE TOWNSHIP, GRUNDY COUNTY, ILLINOIS

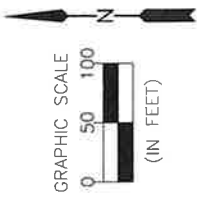
NOTE
 ANNEXATION PLAT BASED ON RECORD DISTANCE.
 NO SURVEY WAS COMPLETED.



PLAT OF ANNEXATION	
DATE	PREPARED FOR
DRAWN	VILLAGE OF USION
CHECKED	
NO. OF SHEETS	
TOTAL SHEETS	
SHEET NO.	
SHEET TOTAL	
SHEET NUMBER	
SHEET	1 of 1

Chamlin & Associates
 ENGINEERS • SURVEYORS • PLANNERS

P.I.N. 09-14-200-011



N.E. CORNER OF THE N.E. 1/4 OF SEC. 14-32-B OF THE 3RD P.M.

P.I.N. 09-11-400-005

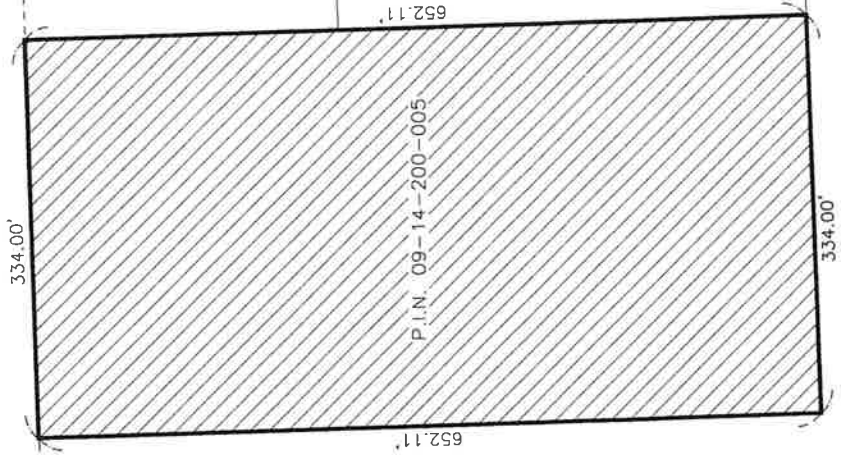
EAST REED ROAD

NORTH LINE OF THE N.E. 1/4 OF SEC. 14-32-B OF THE 3RD P.M.

P.I.N. 09-14-200-008

EAST LINE OF THE N.W. 1/4 OF SEC. 14-32-B OF THE 3RD P.M.

P.I.N. 09-14-200-009



SOUTH BERTA ROAD

LEGAL DESCRIPTION
PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

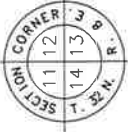
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE SOUTH 89 DEGREES, 37 MINUTES 55 SECONDS WEST, 334.0 FEET ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER TO THE POINT OF BEGINNING; THENCE SOUTH 652.11 FEET PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES, 37 MINUTES 55 SECONDS WEST, 334.0 FEET PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 652.11 FEET PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES, 37 MINUTES 55 SECONDS EAST, 333.0 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, SITUATED IN BRACEVILLE TOWNSHIP, GRUNDY COUNTY, ILLINOIS

NOTE
ANNEXATION PLAT BASED ON RECORD DISTANCE. NO SURVEY WAS COMPLETED.

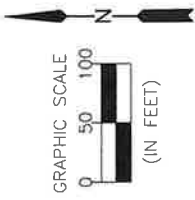


<p>Chamlin & Associates ENGINEERS • SURVEYORS • PLANNERS</p>		<p>211 W. Washington Street Mesa, IL 61850 815.942.1482 www.chamlin.com Professional Seal #177 Registered Professional Engineer No. 001-005 At Large Engineer</p>	
<p>PLAT OF ANNEXATION</p> <p>PART OF THE 1/4 OF SEC. 14-32-B P.M.</p>		<p>DATE: 11/10/25</p>	<p>SHEET: 1 of 1</p>
<p>FIELDWORK BY: [Signature]</p>	<p>DRAWN BY: [Signature]</p>	<p>CHECKED BY: [Signature]</p>	<p>JOB NUMBER: [Blank]</p>
<p>PREPARED FOR: VILLAGE OF LEBAN</p>			

P.I.N. 09-14-200-010



N.E. CORNER OF THE N.E. 1/4 OF SEC. 14-32-B OF THE 3RD P.M.



P.I.N. 09-11-400-005

EAST REED ROAD

NORTH LINE OF THE N.E. 1/4 OF SEC. 14-32-B OF THE 3RD P.M.

EAST LINE OF THE N.W. 1/4 OF SEC. 14-32-B OF THE 3RD P.M.

260.84'

P.I.N. 09-14-200-008

334.00'

P.I.N. 09-14-200-005



P.I.N. 09-14-200-009

SOUTH BERTA ROAD

391.27'

334.00'

LEGAL DESCRIPTION
PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE SOUTH 89 DEGREES 37 MINUTES 55 SECONDS WEST, 334.00 FEET ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 852.11 FEET PARALLEL WITH THE EAST LINE OF THE SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 37 MINUTES 55 SECONDS EAST, 334.00 FEET PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 852.11 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING, SITUATED IN BRACEVILLE TOWNSHIP, GRUNDY COUNTY, ILLINOIS, EXCEPTING THEREFROM THE NORTH 260.836 FEET OF THE ABOVE-DESCRIBED PARCEL

NOTE
ANNEXATION PLAT BASED ON RECORD DISTANCE. NO SURVEY WAS COMPLETED.

LEGEND

- PROPERTY TO BE ANNEXED
- COAL CITY CORPORATE LIMIT
- SECTION LINE
- RIGHT-OF-WAY LINE
- LOT LINE

Charmlin & Associates
ENGINEERS • SURVEYORS • PLANNERS

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Marechal, IL 62450
618-421-1437
www.charmlin.com
Professional Design Firm
Certificate # 014691111
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DATE	2/14/25
FELLOWSHIP	NONE
REVISED	
DRAWN BY	
CHECKED BY	
JOB NUMBER	
SHEET	1 of 1

PLAT OF ANNEXATION
PART OF N.E. 1/4 OF SEC. 14-32-B 3RD P.M.

PREPARED FOR:
TOWNSHIP OF ILLINOIS

P.I.N. 09-14-200-010

EXHIBIT G

ANNEXATION ORDINANCE

[attached on following pages]

EXHIBIT B

Certificate of Publication of Annexation Agreement Hearing Notice

ATTACHED ON THE FOLLOWING PAGE

CERTIFICATE OF PUBLICATION

STATE OF ILLINOIS } Ss.
County of Grundy,

Certificate of the Publisher

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

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

Public hearing to consider annexation agreement

a true copy of which is attached, was published one times in Coal City Courant, namely one time per week for one successive weeks. The first publication of the notice was made in the newspaper, dated and published on April 22, 2026, and the last publication of the notice was made in the newspaper dated and published on April 22, 2026. This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1. In witness, the Free Press Newspapers has signed this certificate by **Eric D. Fisher**, its publisher, at Coal City, Illinois, on April 22, 2026.

Free Press Newspapers

By Eric D. Fisher, Publisher
Eric D. Fisher

Printer's Fee \$ 100.80

Public hearing to consider annexation agreement

PUBLIC NOTICE

VILLAGE OF COAL CITY
PUBLIC NOTICE REGARDING A HEARING TO CONSIDER ANNEXATION AGREEMENT AND ANNEXATION OF CERTAIN PROPERTY
PUBLIC NOTICE IS HEREBY GIVEN that the Village Board of the Village of Coal City will conduct a public hearing on May 13, 2026, at 7:00 p.m., in the Coal City Village Hall, 515 S. Broadway Street, Coal City, Illinois, for the purpose of considering and hearing testimony as to a proposed annexation agreement for the property consisting of approximately 253 acres of real property utilized primarily for agricultural purposes in addition to some residential dwelling units located south of Reed Road and extending across property located east of the Union Pacific Railroad to Berta Road in unincorporated Grundy County, Illinois, identified with PIN #s 09-14-200-011, 09-14-100-005, 09-14-200-010, 09-14-200-005, and 09-14-200-009, but excluding PIN# 09-14-200-008. The property is owned by Vernon Ray Hauschild and David & Debra Hauschild. Following approval of the annexation agreement by the Village Board at a Board meeting immediately following the hearing on the annexation agreement, it is anticipated the property will be annexed to the Village of Coal City. The property will be zoned as RS-1 Single Family Residential immediately upon annexation, though the Village Board will also be considering a zoning map amendment that would re-zone the property to Agricultural at the same Board meeting on May 13, 2026.

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

All interested parties are invited to attend the public hearing and be heard at the time and place listed above. Additional information about the proposed annexation agreement and the public hearing are available from the Village of Coal City at (815) 634-8608. The hearing may be continued by the Village Board without further publication of notice.

Published by order of the Corporate Authorities of the Village of Coal City, Grundy and Will Counties, Illinois.
/s/ Kayla Melvin, Village Clerk
Village of Coal City

Published in the Coal City Courant on April 22, 2026.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE ANNEXING 253 ACRES OF UNINCORPORATED LAND
SOUTHWEST OF BERTA AND REED ROADS TO THE VILLAGE OF COAL CITY,
GRUNDY AND WILL COUNTIES, ILLINOIS**

(PINs 09-14-200-011, 09-14-100-005, 09-14-200-010, 09-14-200-005, and 09-14-200-009)

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

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

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

on _____, 2026

ORDINANCE NUMBER _____

**AN ORDINANCE ANNEXING 253 ACRES OF UNINCORPORATED LAND
SOUTHWEST OF BERTA AND REED ROADS TO THE VILLAGE OF COAL CITY,
GRUNDY AND WILL COUNTIES, ILLINOIS**

(PINs 09-14-200-011, 09-14-100-005, 09-14-200-010, 09-14-200-005, and 09-14-200-009)

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

WHEREAS, the Village has received a petition for annexation from Vernan Ray Hauschild (“*V. Hauschild*”) and David R. and Debra J. Hauschild (“*D & D Hauschild*”) (cumulatively, V. Hauschild and D & D Hauschild shall be known as the “*Owners*”) concerning an aggregate total of 253 acres of largely agricultural land generally located southwest of the intersection of Berta and Reed Roads in unincorporated Grundy County, Illinois; and

WHEREAS, the subject properties are described as follows:

Parcel 1: V. Hauschild is the sole owner of 157.95 acres of land and improvements located at 7665-7669 E. Reed Road in unincorporated Grundy County, Illinois, P.I.N. 09-14-200-011 (“*Parcel 1*”). Parcel 1 is presently improved with three single-family residential structures, detached garages, and corn silos, and is otherwise used for agricultural purposes. Parcel 1 is legally described as:

The Northeast Quarter and the East 47 acres of the North Half of the Northwest Quarter of Section 14 in Township 32 North, Range 8 East of the Third Principal Meridian, Grundy County, Illinois,

EXCEPTING THEREFROM the following tracts of land:

Tract 1: Part of the Northeast Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian, described as follows:

Beginning at the northeast corner of the Northeast Quarter of said Section 14; thence South 89 degrees 37 minutes 55 seconds West, 1,002.00 feet along the north line of said Northeast Quarter; thence South 250.00 feet parallel with the east line of said Northeast Quarter; thence South 89 degrees 37 minutes 55 seconds West, 774.00 feet parallel with the north line of said Northeast Quarter to the center of a grass lane; thence South 01 degree 21 minutes 32 seconds East, 981.00 feet along the center of the said grass lane to the center of a drainage ditch; thence South 85 degrees 59 minutes 24 seconds East, 1,757.00 feet along the center of said drainage ditch to the east line of said Northeast Quarter; thence North 1,365.00 feet along said east line to the Point of Beginning, situated in Braceville Township, Grundy County, Illinois.

Tract 2: Part of the Northeast Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian, described as follows:

Commencing at the northeast corner of the Northeast Quarter of said Section 14; thence South 89 degrees 37 minutes 55 seconds West, 668.00 feet along the north line of said Northeast Quarter; thence continuing West 265.00 feet to the Point of Beginning; thence South 260.83 feet; thence West 220.00 feet; thence North 260.83 feet; thence East 220.00 feet to the Point of Beginning, situated in Braceville Township, Grundy County, Illinois.

PIN 09-14-200-011

Parcel 2: V. Hauschild owns an additional 47.58 acres of unimproved farmland generally described as being situated east of the Union Pacific Railroad tracks, south of E. Reed Road and west of S. Berta Road in unincorporated Grundy County, Illinois, P.I.N. 09-14-100-005 (“*Parcel 2*”). Parcel 2 is legally described as:

A parcel of land forming a portion of the Illinois Central Gulf Railroad Company’s Pequot Line right of way and property situated in the South Half of the Northwest Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian, Grundy County, Illinois, said parcel being all of that part of said South Half of the Northwest Quarter that lies easterly of and adjacent to a line that lies parallel with and 25 feet normally distant easterly from the centerline of Grantor’s main track; said main track centerline intersects the south line of said South Half of the Northwest Quarter approximately 1,595.00 feet westerly from the southeast corner of said South Half of the Northwest Quarter and intersects the North line of said South Half of the Northwest Quarter approximately 1,595.00 feet Westerly from the northeast corner of said South Half of the Northwest Quarter.

PIN 09-14-100-005

Parcel 3: D&D Hauschild are the sole owners of 39.05 acres of land improved with a detached single-family home and farmland commonly known as 7865 E. Reed Road in unincorporated Grundy County, Illinois 09-14-200-010 (“*Parcel 3*”). Parcel 3 is legally described as:

Part of the Northeast Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian, described as follows:

Commencing at the northeast corner of the Northeast Quarter of said Section 14; thence West 668.0 feet to the Point of Beginning; thence West 485.0 feet; thence South 250.0 feet; thence West 623.0 feet; thence South 981.0 feet; thence Southeast 1,757.0 feet; thence North 712.89 feet; thence West 668.0 feet; thence North 652.11 feet to the Point of Beginning, containing 39.05 acres, more or less, situated in Braceville Township, Grundy County, Illinois.

7865 E. Reed Road
P.I.N. 09-14-200-010

Parcel 4: D&D Hauschild are also the sole owners of approximately 5 acres of land improved with a detached single-family home and farmland commonly known as 7905 E. Reed Road in unincorporated Grundy County, Illinois 09-14-200-005 (“*Parcel 4*”). Parcel 4 is legally described as:

Part of the Northeast Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian described as follows:

Commencing at the northeast corner of the Northeast Quarter of said Section 14; thence South 89 degrees, 37 minutes 55 seconds West, 334.0 feet along the north line of said Northeast Quarter to the Point of Beginning; thence South 652.11 feet parallel with the east line of said Northeast Quarter; thence South 89 degrees 37 minutes 55 seconds West, 334.0 feet parallel with the north line of said Northeast Quarter; thence North 652.11 feet parallel with the east line of said Northeast Quarter to the north line of said Northeast Quarter; thence North 89 degrees 37 minutes 55 seconds East, 334.0 feet along said north line to the Point of Beginning, situated in Braceville Township, Grundy County, Illinois.

7905 E. Reed Road
P.I.N. 09-14-200-005

Parcel 5: D&D Hauschild also own approximately 3 acres of unimproved farmland improved with a detached single-family home and farmland generally described as being south of E. Reed Road and adjacent to and directly west of S. Berta Road in unincorporated Grundy County, Illinois 09-14-200-009 (“*Parcel 5*”). Parcel 5 is legally described as:

Part of the Northeast Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian described as follows:

Beginning at the northeast corner of the Northeast Quarter of said Section 14; thence South 89 degrees 37 minutes 55 seconds West, 334.00 feet along the north line of said Northeast Quarter; thence South 652.11 feet parallel with the east line of the said Northeast Quarter; thence North 89 degrees 37 minutes 55 seconds East, 334.00 feet parallel with the north line of said Northeast Quarter to the east line of said Northeast Quarter; thence North 652.11 feet along said east line to the Point of Beginning, situated in Braceville Township, Grundy County, Illinois.

EXCEPTING THEREFROM the North 260.838 feet of the above-described parcel.

P.I.N. 09-14-200-009

WHEREAS, Parcels 1 -5 (hereinafter, the "*Property*"), together with any public streets or highways contiguous to or within the said Property that have not been previously annexed to any municipality are included with said annexation by operation of law shall be cumulatively known as the "*Territory*"; and

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

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

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, if any, required to receive such notice by the provisions of

Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1;

WHEREAS, notice of consideration of the annexation was also given to the Highway Commissioner, supervisor, clerk and trustees of Braceville Township at least 10 days prior to the public hearing. An Affidavit of Notice attesting to the provision of notice to each of these elected officials is attached hereto as **Exhibit A**;

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

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

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

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 the Property, 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 (cumulatively, the Property and such adjacent public streets or highways shall be known as the “*Annexation Territory*”). The Annexation Territory, indicated on a plat of annexation (appended hereto as **Exhibit B** and made a part of this Ordinance as though fully set forth herein), shall be, and is hereby, annexed to the Village of Coal City, Grundy and Will Counties, Illinois.

SECTION 3. Recordation and Reporting. The Village Clerk shall be, and is hereby, authorized and directed to record in the Office of the Grundy County Recorder of Deeds promptly after the effective date of this Ordinance, a certified copy of this Ordinance, including the Plat of Annexation, and 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 Annexation Territory of the annexation by registered or certified mail within 30 days after the effective date of this Ordinance.

SECTION 4. Effective Date. This Ordinance shall be in full force and effect on and after its (i) passage, approval, and publication in pamphlet form in the manner provided by law and (ii) recordation with the Grundy County Recorder’s Office.

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.

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

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

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

APPROVED By Village President

This _____ day of _____, 2026.

VILLAGE OF COAL CITY

David A. Spesia, President

Attest:

Kayla Melvin, Clerk

EXHIBIT A

Affidavit of Notice

ATTACHED ON THE FOLLOWING PAGES

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

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

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

1. I am an attorney for the Village of Coal City.
2. The Village of Coal City has annexed certain contiguous unincorporated territory, consisting of approximately +/- 253 acres of real property, described as follows (cumulatively, Parcels 1 – 5 below are known as the “Property”):

Parcel 1: V. Hauschild is the sole owner of 157.95 acres of land and improvements located at 7665-7669 E. Reed Road in unincorporated Grundy County, Illinois, P.I.N. 09-14-200-011 (“*Parcel 1*”). Parcel 1 is presently improved with three single-family residential structures, detached garages, and corn silos, and is otherwise used for agricultural purposes. Parcel 1 is legally described as:

The Northeast Quarter and the East 47 acres of the North Half of the Northwest Quarter of Section 14 in Township 32 North, Range 8 East of the Third Principal Meridian, Grundy County, Illinois,

EXCEPTING THEREFROM the following tracts of land:

Tract 1: Part of the Northeast Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian, described as follows:

Beginning at the northeast corner of the Northeast Quarter of said Section 14; thence South 89 degrees 37 minutes 55 seconds West, 1,002.00 feet along the north line of said Northeast Quarter; thence South 250.00 feet parallel with the east line of said Northeast Quarter; thence South 89 degrees 37 minutes 55 seconds West, 774.00 feet parallel with the north line of said Northeast Quarter to the center of a grass lane; thence South 01 degree 21 minutes 32 seconds East, 981.00 feet along the center of the said grass lane to the center of a drainage ditch; thence South 85 degrees 59 minutes 24 seconds East, 1,757.00 feet along the center of said drainage ditch to the east line of said Northeast Quarter; thence North 1,365.00 feet along said east line to the Point of Beginning, situated in Braceville Township, Grundy County, Illinois.

Tract 2: Part of the Northeast Quarter of Section 14, Township 32 North, Range 8 East of the

Third Principal Meridian, described as follows:

Commencing at the northeast corner of the Northeast Quarter of said Section 14; thence South 89 degrees 37 minutes 55 seconds West, 668.00 feet along the north line of said Northeast Quarter; thence continuing West 265.00 feet to the Point of Beginning; thence South 260.83 feet; thence West 220.00 feet; thence North 260.83 feet; thence East 220.00 feet to the Point of Beginning, situated in Braceville Township, Grundy County, Illinois.

PIN 09-14-200-011

Parcel 2: V. Hauschild owns an additional 47.58 acres of unimproved farmland generally described as being situated east of the Union Pacific Railroad tracks, south of E. Reed Road and west of S. Berta Road in unincorporated Grundy County, Illinois, P.I.N. 09-14-100-005

(“*Parcel 2*”). Parcel 2 is legally described as:

A parcel of land forming a portion of the Illinois Central Gulf Railroad Company’s Pequot Line right of way and property situated in the South Half of the Northwest Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian, Grundy County, Illinois, said parcel being all of that part of said South Half of the Northwest Quarter that lies easterly of and adjacent to a line that lies parallel with and 25 feet normally distant easterly from the centerline of Grantor’s main track; said main track centerline intersects the south line of said South Half of the Northwest Quarter approximately 1,595.00 feet westerly from the southeast corner of said South Half of the Northwest Quarter and intersects the North line of said South Half of the Northwest Quarter approximately 1,595.00 feet Westerly from the northeast corner of said South Half of the Northwest Quarter.

PIN 09-14-100-005

Parcel 3: D&D Hauschild are the sole owners of 39.05 acres of land improved with a detached single-family home and farmland commonly known as 7865 E. Reed Road in unincorporated Grundy County, Illinois 09-14-200-010 (“*Parcel 3*”). Parcel 3 is legally described as:

Part of the Northeast Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian, described as follows:

Commencing at the northeast corner of the Northeast Quarter of said Section 14; thence West 668.0 feet to the Point of Beginning; thence West 485.0 feet; thence South 250.0 feet; thence

West 623.0 feet; thence South 981.0 feet; thence Southeast 1,757.0 feet; thence North 712.89 feet; thence West 668.0 feet; thence North 652.11 feet to the Point of Beginning, containing 39.05 acres, more or less, situated in Braceville Township, Grundy County, Illinois.

7865 E. Reed Road
P.I.N. 09-14-200-010

Parcel 4: D&D Hauschild are also the sole owners of approximately 5 acres of land improved with a detached single-family home and farmland commonly known as 7905 E. Reed Road in unincorporated Grundy County, Illinois 09-14-200-005 (“**Parcel 4**”). Parcel 4 is legally described as:

Part of the Northeast Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian described as follows:

Commencing at the northeast corner of the Northeast Quarter of said Section 14; thence South 89 degrees, 37 minutes 55 seconds West, 334.0 feet along the north line of said Northeast Quarter to the Point of Beginning; thence South 652.11 feet parallel with the east line of said Northeast Quarter; thence South 89 degrees 37 minutes 55 seconds West, 334.0 feet parallel with the north line of said Northeast Quarter; thence North 652.11 feet parallel with the east line of said Northeast Quarter to the north line of said Northeast Quarter; thence North 89 degrees 37 minutes 55 seconds East, 334.0 feet along said north line to the Point of Beginning, situated in Braceville Township, Grundy County, Illinois.

7905 E. Reed Road
P.I.N. 09-14-200-005

Parcel 5: D&D Hauschild also own approximately 3 acres of unimproved farmland improved with a detached single-family home and farmland generally described as being south of E. Reed Road and adjacent to and directly west of S. Berta Road in unincorporated Grundy County, Illinois 09-14-200-009 (“**Parcel 5**”). Parcel 5 is legally described as:

Part of the Northeast Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian described as follows:

Beginning at the northeast corner of the Northeast Quarter of said Section 14; thence South 89 degrees 37 minutes 55 seconds West, 334.00 feet along the north line of said Northeast Quarter; thence South 652.11 feet parallel with the east line of the said Northeast Quarter;

thence North 89 degrees 37 minutes 55 seconds East, 334.00 feet parallel with the north line of said Northeast Quarter to the east line of said Northeast Quarter; thence North 652.11 feet along said east line to the Point of Beginning, situated in Braceville Township, Grundy County, Illinois.

EXCEPTING THEREFROM the North 260.838 feet of the above-described parcel.

P.I.N. 09-14-200-009

3. The Property, together with public streets or highways contiguous to or within the said Property that have not been previously annexed to any municipality comprise the "Annexation Territory."
4. The Village of Coal City does not provide fire protection services to the Annexation Territory.
5. The Annexation Territory is not served by a public library district.
6. The Annexation Territory includes a portion of Reed Road and Berta Road that be, on information and belief, may be under the jurisdiction of Braceville Township.
7. I prepared and transmitted notice of the Village's consideration of annexing the Annexation Territory on April 21, 2026, via certified mail to the Braceville Township Highway Commissioner, Supervisor, Clerk and Township Trustees in accordance with 65 ILCS 5/7-1-1.
8. Illinois law does not require the Village to provide pre-annexation notice to officials from any fire protection district or library district because the Village's annexation of the Annexation Territory will not result in any jurisdictional changes for any fire protection or library districts since the Village does not provide those services within the Annexation Territory.
9. If called to testify, I will testify consistent with the above.

FURTHER AFFIANT SAYETH NOT.

Signature of Affiant

Date

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

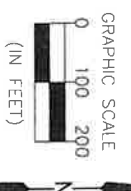
{Notary Seal}

Signature of Notary Public

EXHIBIT B

PLAT OF ANNEXATION

[appended on following page]



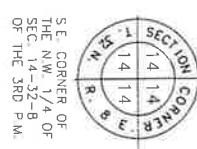
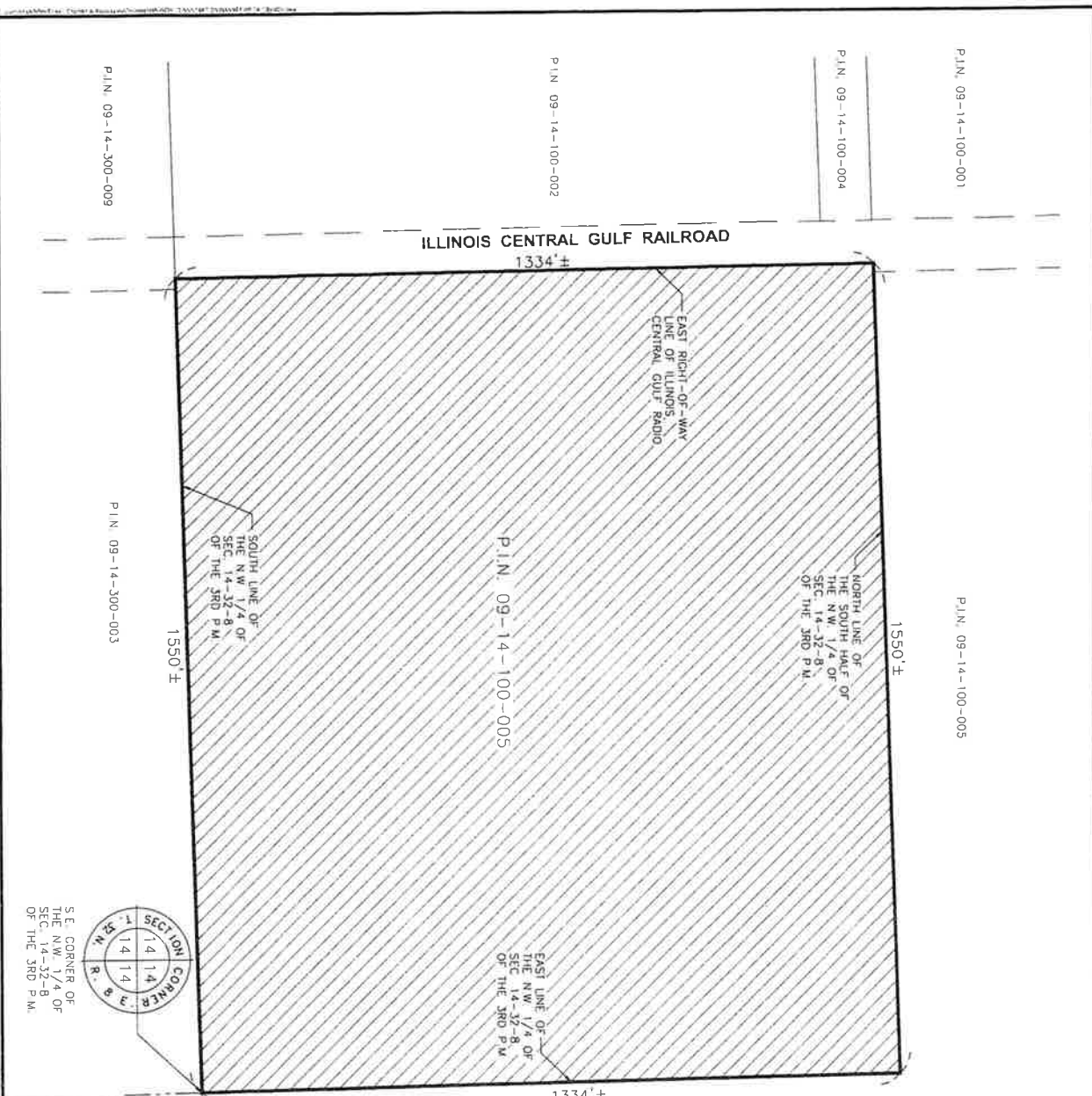
LEGAL DESCRIPTION

A PARCEL OF LAND FORMING A PORTION OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY'S PEQUOT LINE RIGHT OF WAY AND PROPERTY SITUATED IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD TRIANGULAR MERIDIAN, SOUTHWEST CORNER OF THE ILLINOIS SAND PARCEL BEING THE EASTERN END ADJACENT TO A LINE THAT IS PARALLEL WITH AND 25 FEET NORMALLY DISTANT EASTERLY FROM THE CENTERLINE OF GRANTOR'S MAIN TRACK; SAID MAIN TRACK CENTERLINE INTERSECTS THE SOUTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER APPROXIMATELY 1,595.00 FEET WESTERLY FROM THE SOUTHWEST CORNER OF SAID SOUTH HALF OF THE NORTHWEST QUARTER AND INTERSECTS THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER APPROXIMATELY 1,595.00 FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE NORTHWEST QUARTER

NOTE
ANNEXATION PLAT BASED ON RECORD DISTANCE.
NO SURVEY WAS COMPLETED

LEGEND

- PROPERTY TO BE ANNEXED
- COAL CITY CORPORATE LIMIT
- SECTION LINE
- RIGHT-OF-WAY LINE
- LOT LINE

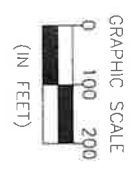
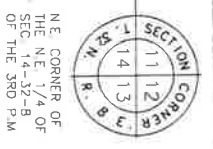
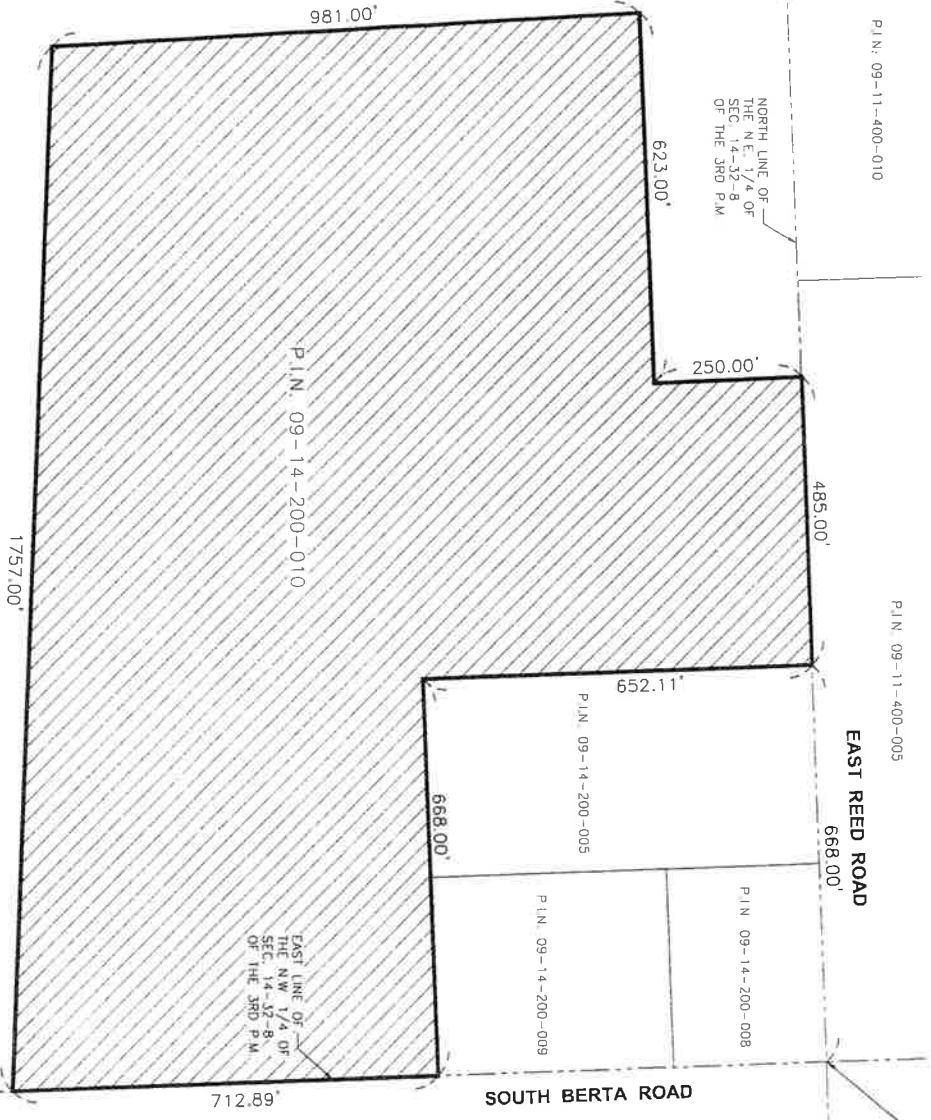


221 W. Washington Street
Mesa, AZ 85202
www.chartin.com
Professional Registration
License #184601712
Registration #205
Arizona Registered

PLAT OF ANNEXATION

RANGE OF N. 1/4 OF SEC. 14-32-8, T. 32 N. R. 8 E.

REGISTRATION	WARRANT OF TITLE
BOOK 11	PAGE 1



LEGAL DESCRIPTION
 PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE WEST 668.0 FEET TO THE POINT OF BEGINNING; THENCE WEST 485.0 FEET; THENCE SOUTH 250.0 FEET; THENCE WEST 623.0 FEET; THENCE SOUTH 981.0 FEET; THENCE SOUTHEAST 1757.0 FEET; THENCE NORTH 712.89 FEET; THENCE WEST 668.0 FEET; THENCE NORTH 652.11 FEET TO THE POINT OF BEGINNING, CONTAINING 39 ACRES, MORE OR LESS, SITUATED IN BRIDGEVILLE, TOWNSHIP 32, GRUNDY COUNTY, ILLINOIS.

NOTE
 ANNEXATION PLAT BASED ON RECORD DISTANCE.
 NO SURVEY WAS COMPLETED.

LEGEND

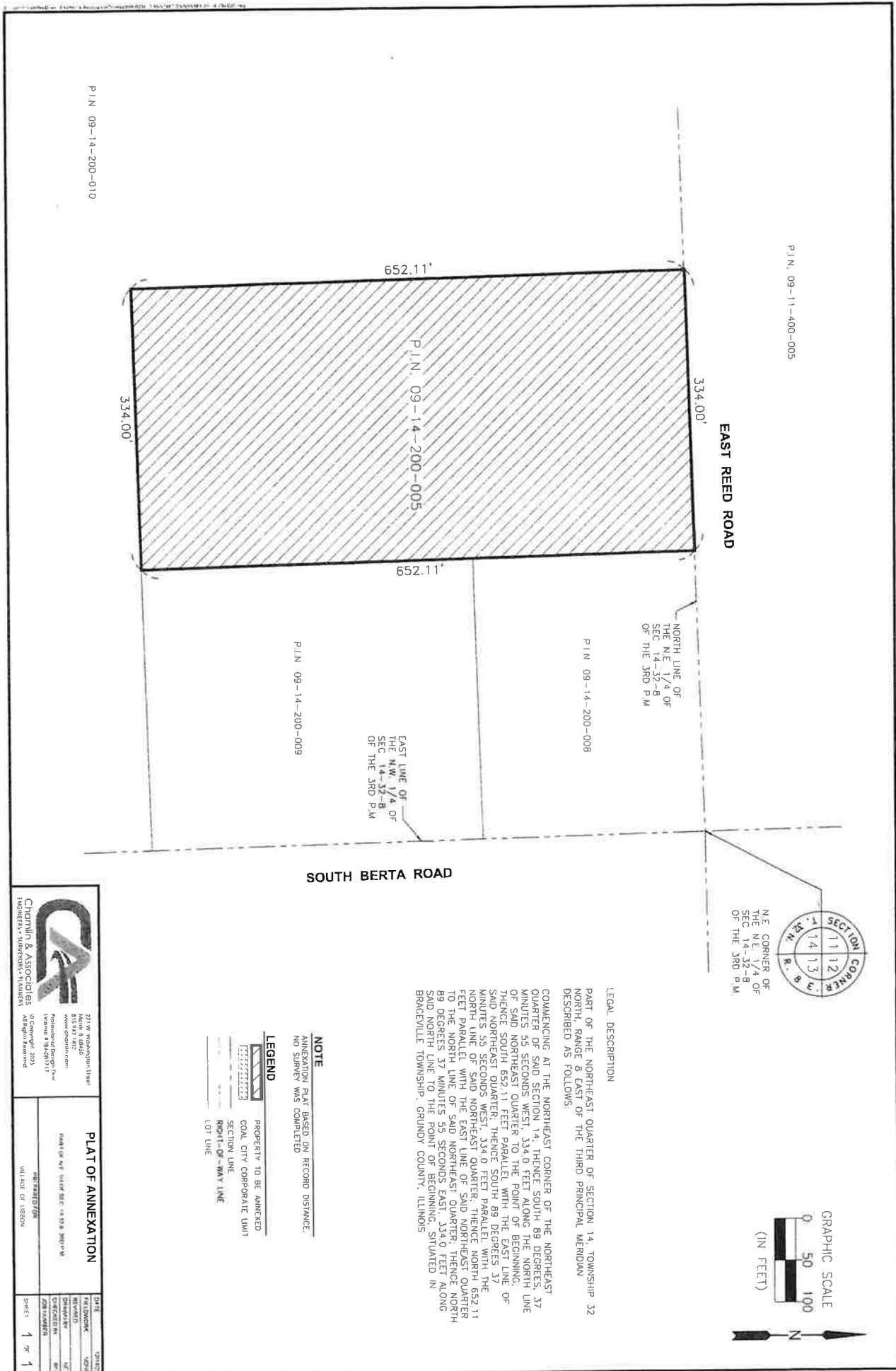
- PROPERTY TO BE ANNEXED
- GOAL CITY CORPORATE LIMIT
- SECTION LINE
- RIGHT-OF-WAY LINE
- LOT LINE

Chorlin & Associates, Inc.
 211 W. Washington Street
 Moline, IL 61401
 Phone: 309.243.1111
 Fax: 309.243.1112
 www.chorlin.com

PLAT OF ANNEXATION

PREPARED FOR: WILLIAM OF ILLINOIS

DATE	THINGS
1/21/11	RECORDING
1/21/11	REVISION
1/21/11	SET
1/21/11	DISCUSS
1/21/11	JOB NUMBER



P.I.N. 09-11-400-005

EAST REED ROAD

334.00'

652.11'

P.I.N. 09-14-200-005

334.00'

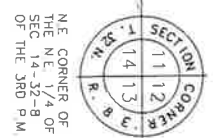
NORTH LINE OF THE N.E. 1/4 OF SEC. 14-37-8 OF THE 3RD P.M.

P.I.N. 09-14-200-008

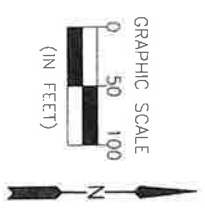
EAST LINE OF THE N.W. 1/4 OF SEC. 14-37-8 OF THE 3RD P.M.

P.I.N. 09-14-200-009

SOUTH BERTA ROAD



N.E. CORNER OF THE N.E. 1/4 OF THE 3RD P.M.



LEGAL DESCRIPTION
 PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14, THENCE SOUTH 89 DEGREES, 37 MINUTES 55 SECONDS WEST, 334.0 FEET ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER TO THE POINT OF BEGINNING; THENCE SOUTH 652.11 FEET PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES, 37 MINUTES 55 SECONDS WEST, 334.0 FEET PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES, 37 MINUTES 55 SECONDS EAST, 334.0 FEET ALONG THE NORTH LINE TO THE POINT OF BEGINNING, SITUATED IN BRACEVILLE TOWNSHIP, GRUNDY COUNTY, ILLINOIS

NOTE
 ANNEXATION PLAT BASED ON RECORD DISTANCE.
 NO SURVEY WAS COMPLETED

LEGEND

	PROPERTY TO BE ANNEXED
	COAL CITY CORPORATE LIMIT
	SECTION LINE
	RIGHT-OF-WAY LINE
	LOT LINE

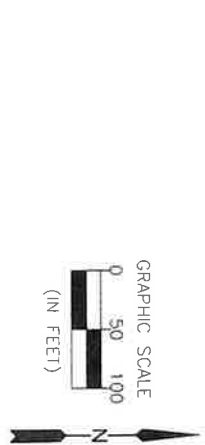
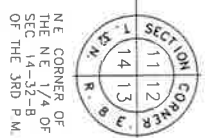
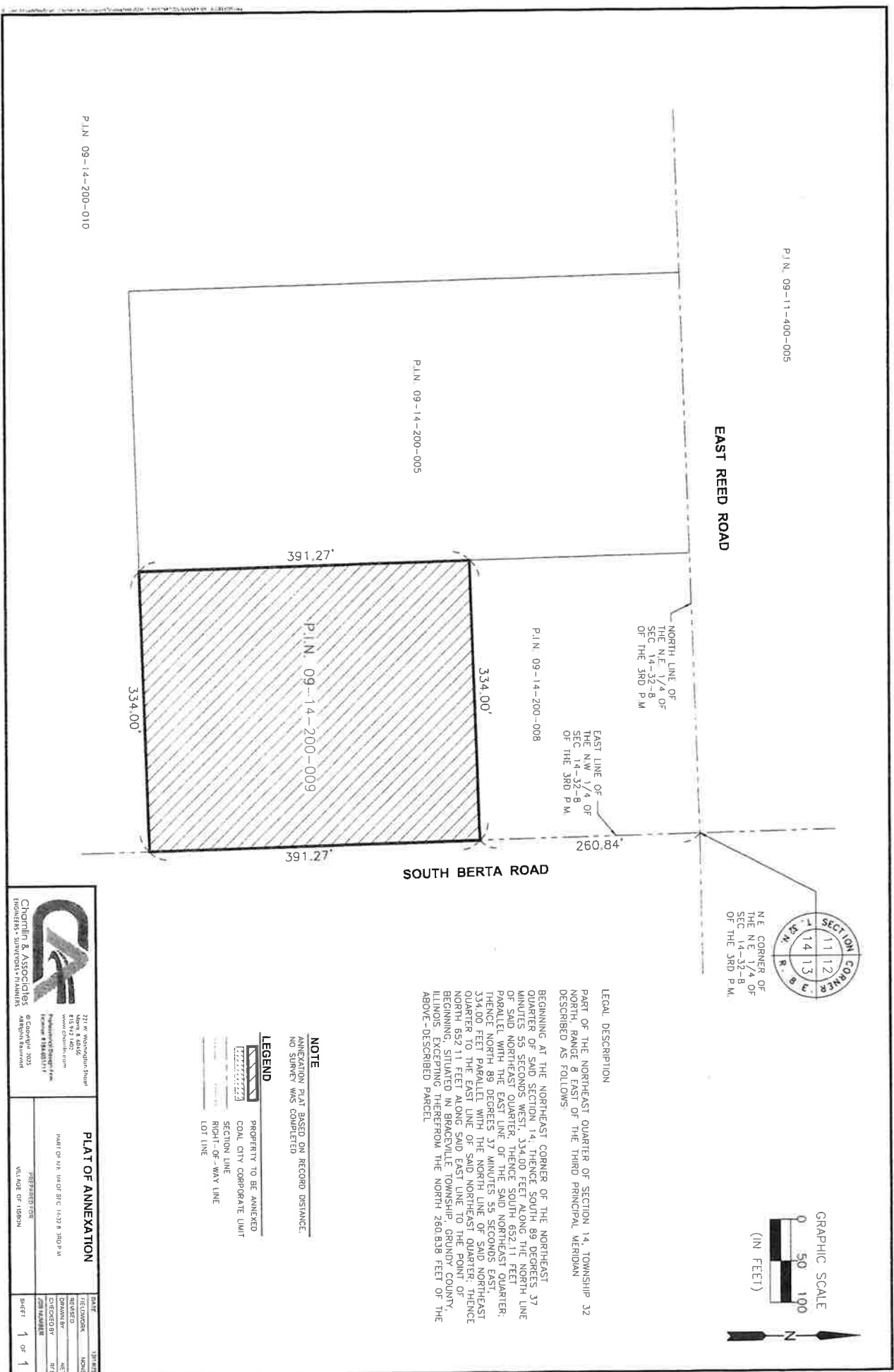
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 Moline, IL 62450
 815.427.4425
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 chortnin@chortnin.com
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PLAT OF ANNEXATION

DATE: 11/14/2023

SHEET: 1 OF 1

P.I.N. 09-14-200-010



NORTH LINE OF THE NE 1/4 OF SEC 14-32-B OF THE 3RD P.M.

EAST LINE OF THE NW 1/4 OF SEC 14-32-B OF THE 3RD P.M.

SOUTH BERTA ROAD

EAST REED ROAD

P.I.N. 09-14-200-005

P.I.N. 09-14-200-008


P.I.N. 09-14-200-009

P.I.N. 09-14-200-010

LEGAL DESCRIPTION
 PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 32 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14, THENCE SOUTH 89 DEGREES 37 MINUTES 55 SECONDS WEST, 334.00 FEET ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, THENCE SOUTH 652.11 FEET PARALLEL WITH THE EAST LINE OF THE SAID NORTHEAST QUARTER, THENCE NORTH 89 DEGREES 37 MINUTES 55 SECONDS EAST, 334.00 FEET PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 37 MINUTES 55 SECONDS EAST, 334.00 FEET PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER TO THE POINT OF BEGINNING, SITUATED IN BRACEVILLE TOWNSHIP, GRANT COUNTY, ILLINOIS, EXCEPTING THEREFROM THE NORTH 260.838 FEET OF THE ABOVE-DESCRIBED PARCEL.

NOTE
 ANNEXATION PLAT BASED ON RECORD DISTANCE.
 NO SURVEY WAS COMPLETED.

LEGEND
 [Hatched Box] PROPERTY TO BE ANNEXED
 [Dashed Line] COAL CITY CORPORATE LIMIT
 [Solid Line] SECTION LINE
 [Dotted Line] RIGHT-OF-WAY LINE
 [Thin Solid Line] LOT LINE



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PLAT OF ANNEXATION

PART OF N1/4 N1/4 SEC 14-32-B 3RD P.M.

PREPARED FOR: VILAGE OF HEBON

DATE	SHEET
FILED/COMR.	1 OF 1
DRAWN BY	
CHECKED BY	
DATE	

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

AN ORDINANCE REZONING REAL PROPERTY WITHIN THE VILLAGE OF COAL CITY FROM RS-1 SINGLE-FAMILY RESIDENTIAL TO A AGRICULTURAL AND A-R AGRICULTURAL-RESIDENTIAL ZONING DISTRICT DESIGNATIONS

+/- 253 acres southwest of the intersection of Berta and Reed Roads, as follows:

7665-7669 E. Reed Road – 158 acres; PIN 09-14-200-011
48 acres east of UPRR, south of E. Reed Road and west of S. Berta Road, PIN 09-14-100-005
7865 E. Reed Road - 39 acres; PIN 09-14-200-010
7905 E. Reed Road – 5 acres; PIN 09-14-200-005
3 acres south of E. Reed Road and west of S. Berta Road; PIN 09-14-200-009

DAVID A. SPESIA, Village President

KAYLA MELVIN, Village Clerk

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

Village Trustees

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

on _____, 2026

ORDINANCE NO. _____

AN ORDINANCE REZONING REAL PROPERTY WITHIN THE VILLAGE OF COAL CITY FROM RS-1 SINGLE-FAMILY RESIDENTIAL TO A AGRICULTURAL AND A-R AGRICULTURAL-RESIDENTIAL ZONING DISTRICT DESIGNATIONS

+/- 253 acres southwest of the intersection of Berta and Reed Roads, as follows:

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48 acres east of UPRR, south of E. Reed Road and west of S. Berta Road, PIN 09-14-100-005
7865 E. Reed Road - 39 acres; PIN 09-14-200-010
7905 E. Reed Road – 5 acres; PIN 09-14-200-005
3 acres south of E. Reed Road and west of S. Berta Road; PIN 09-14-200-009

WHEREAS, the Village of Coal City, Grundy and Will Counties, Illinois (the "Village"), is a non-home rule municipal corporation and body politic of the State of Illinois, duly created, organized and existing under the Constitution of the State of Illinois, the Illinois Municipal Code and other laws of the State of Illinois, as amended from time to time, and having the powers, objects and purposes provided thereby; and

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; and

WHEREAS, the Corporate Authorities of the Village of Coal City previously adopted Chapter 156 of the Coal City Code of Ordinances ("the Zoning Code");

WHEREAS, Section 11-13-14 of the Illinois Municipal Code, 65 ILCS 5/11-13-14, grants the Village authority to amend its zoning map designations from time to time;

WHEREAS, Vernan Ray Hauschild ("**V. Hauschild**") and David R. and Debra J. Hauschild ("**D & D Hauschild**") (cumulatively, V. Hauschild and D & D Hauschild shall be known as the "**Owners**") entered into an annexation agreement with the Village pertaining to the 253 acre real property described in **Exhibit A** (the "**Property**"); and

WHEREAS, Section 156-48 of the Coal City Village Code designates all newly annexed land as the lowest density residential zoning classification for which the parcels satisfy minimum lot size requirements, which would be the RS-1 Single-Family Residential classification as applied to the Property; and

WHEREAS, the annexation agreement provided, inter alia, for the Property to be granted an agricultural zoning designation reflecting its current and historical usage immediately upon annexation; and

WHEREAS, Owners filed an application for a zoning map amendment with respect to the Property, consisting of approximately 253 acres of largely undeveloped agricultural land generally located southwest of the intersection of Berta Road and Reed Road and separated into five parcels; and

WHEREAS, the Zoning Board of Appeals (“ZBA”) convened a duly-noticed public hearing concerning the proposed map amendments on May 4, 2026 that was continued to and concluded on June 1, 2026 pursuant to a public announcement during the hearing designating the date, time and place of the ZBA’s continued hearing to consider the requested rezonings; and

WHEREAS, all persons present at the ZBA public hearing were afforded an opportunity to be heard; and

WHEREAS, a public notice in the form required by law was published in *the Coal City Courant* on [DATE], not more than thirty (30) days nor less than fifteen (15) days prior to the initial ZBA public hearing date; and

WHEREAS, the ZBA has jurisdiction pursuant to Section 156-313 of the Village Code to hear rezoning requests and act in its capacity as an advisory body to the Village Board to recommend approval or rejection of the requested rezonings; and

WHEREAS, the Village Board has final authority to rezone the Property; and

WHEREAS, by a 7 to 0 vote on June 1, 2026, the ZBA recommended rezoning parcels 1 – 4 of the Property from RS-1 to A Agricultural and parcel 5 from RS-1 to A-R Agricultural-Residential; and

WHEREAS, the ZBA adopted the Findings and Recommendations attached hereto and incorporated herein as **Exhibit B** (the “ZBA Report”) and has filed the same with the Village Clerk for the Village Board’s review; and

WHEREAS, following deliberation and consideration on the evidence and testimony elicited during the public hearing, the PZC Findings and Recommendation, the legal standards and criteria by which the proposed map amendment is to be judged as set forth in the Village Code and other governing law, the Village Board concurs with the factual findings and legal conclusions rendered by the PZC and substantially agrees with the recommendations made by that body with respect to the zoning map amendments and desires to grant the rezonings as set forth herein;

WHEREAS, the President (the "President") and Board of Trustees of the Village (collectively, the "Corporate Authorities") hereby find and determine that it is in the best interest of the public health, safety and welfare to rezone the Property as set forth herein;

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, with all existing provisions of the Village Code not set forth below continuing in full effect as currently written:

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. The findings and recitals

herein are declared to be prima facie evidence of the law of the Village and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 2. Findings. The findings of the ZBA, set forth in the ZBA Report attached hereto as **Exhibit B**, are herein incorporated by reference as the findings of the Village Board to the same effect as if fully recited herein at length. All references in the ZBA's findings are made the references of the President and Board of Trustees of the Village of Coal City.

SECTION 3. Rezoning.

A. Pursuant to the authority granted to it by Section 156-27(F) of the Village Code, the Corporate Authorities hereby approve zoning map amendments pertaining to the Property as follows:

PINs 09-14-200-011, 09-14-100-005, 09-14-200-010, and 09-14-200-005 are hereby rezoned from their existing RS-1 Single-Family Residential district designations to A Agricultural. PIN 09-14-200-009, consisting of less than five acres, is rezoned to A-R Agricultural-Residential.

B. The President and Board of Trustees hereby direct the Zoning Administrator or his or her designee to cause the official zoning map of the Village to be so amended.

SECTION 4. Resolution of Conflicts. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. 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 6. 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 _____, 2026, at Coal City,
Grundy and Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved:

VILLAGE OF COAL CITY

David A. Spesia, President

Attest:

Kayla Melvin, Clerk

EXHIBIT A

DESCRIPTION OF THE PROPERTY

Parcel 1: V. Hauschild is the sole owner of 157.95 acres of land and improvements located at 7665-7669 E. Reed Road in unincorporated Grundy County, Illinois, P.I.N. 09-14-200-011 (“*Parcel 1*”). Parcel 1 is presently improved with three single-family residential structures, detached garages, and corn silos, and is otherwise used for agricultural purposes. Parcel 1 is legally described as:

The Northeast Quarter and the East 47 acres of the North Half of the Northwest Quarter of Section 14 in Township 32 North, Range 8 East of the Third Principal Meridian, Grundy County, Illinois,

EXCEPTING THEREFROM the following tracts of land:

Tract 1: Part of the Northeast Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian, described as follows:

Beginning at the northeast corner of the Northeast Quarter of said Section 14; thence South 89 degrees 37 minutes 55 seconds West, 1,002.00 feet along the north line of said Northeast Quarter; thence South 250.00 feet parallel with the east line of said Northeast Quarter; thence South 89 degrees 37 minutes 55 seconds West, 774.00 feet parallel with the north line of said Northeast Quarter to the center of a grass lane; thence South 01 degree 21 minutes 32 seconds East, 981.00 feet along the center of the said grass lane to the center of a drainage ditch; thence South 85 degrees 59 minutes 24 seconds East, 1,757.00 feet along the center of said drainage ditch to the east line of said Northeast Quarter; thence North 1,365.00 feet along said east line to the Point of Beginning, situated in Braceville Township, Grundy County, Illinois.

Tract 2: Part of the Northeast Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian, described as follows:

Commencing at the northeast corner of the Northeast Quarter of said Section 14; thence South 89 degrees 37 minutes 55 seconds West, 668.00 feet along the north line of said Northeast Quarter; thence continuing West 265.00 feet to the Point of Beginning; thence South 260.83 feet; thence West 220.00 feet; thence North 260.83 feet; thence East 220.00 feet to the Point of Beginning, situated in Braceville Township, Grundy County, Illinois.

PIN 09-14-200-011

Parcel 2: V. Hauschild owns an additional 47.58 acres of unimproved farmland generally described as being situated east of the Union Pacific Railroad tracks, south of E. Reed Road and west of S. Berta Road in unincorporated Grundy County, Illinois, P.I.N. 09-14-100-005 (“*Parcel 2*”). Parcel 2 is legally described as:

A parcel of land forming a portion of the Illinois Central Gulf Railroad Company’s Pequot Line right of way and property situated in the South Half of the Northwest Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian, Grundy County, Illinois, said parcel being all of that part of said South Half of the Northwest Quarter that lies easterly of and adjacent to a line that lies parallel with and 25 feet normally distant easterly from the centerline of Grantor’s main track; said main track centerline intersects the south line of said South Half of the Northwest Quarter approximately 1,595.00 feet westerly from the southeast corner of said South Half of the Northwest Quarter and intersects the North line of said South Half of the Northwest Quarter approximately 1,595.00 feet Westerly from the northeast corner of said South Half of the Northwest Quarter.

PIN 09-14-100-005

Parcel 3: D&D Hauschild are the sole owners of 39.05 acres of land improved with a detached single-family home and farmland commonly known as 7865 E. Reed Road in unincorporated Grundy County, Illinois 09-14-200-010 (“*Parcel 3*”). Parcel 3 is legally described as:

Part of the Northeast Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian, described as follows:

Commencing at the northeast corner of the Northeast Quarter of said Section 14; thence West 668.0 feet to the Point of Beginning; thence West 485.0 feet; thence South 250.0 feet; thence West 623.0 feet; thence South 981.0 feet; thence Southeast 1,757.0 feet; thence North 712.89 feet; thence West 668.0 feet; thence North 652.11 feet to the Point of Beginning, containing 39.05 acres, more or less, situated in Braceville Township, Grundy County, Illinois.

7865 E. Reed Road
P.I.N. 09-14-200-010

Parcel 4: D&D Hauschild are also the sole owners of approximately 5 acres of land improved with a detached single-family home and farmland commonly known as 7905 E. Reed Road in unincorporated Grundy County, Illinois 09-14-200-005 (“**Parcel 4**”). Parcel 4 is legally described as:

Part of the Northeast Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian described as follows:

Commencing at the northeast corner of the Northeast Quarter of said Section 14; thence South 89 degrees, 37 minutes 55 seconds West, 334.0 feet along the north line of said Northeast Quarter to the Point of Beginning; thence South 652.11 feet parallel with the east line of said Northeast Quarter; thence South 89 degrees 37 minutes 55 seconds West, 334.0 feet parallel with the north line of said Northeast Quarter; thence North 652.11 feet parallel with the east line of said Northeast Quarter to the north line of said Northeast Quarter; thence North 89 degrees 37 minutes 55 seconds East, 334.0 feet along said north line to the Point of Beginning, situated in Braceville Township, Grundy County, Illinois.

7905 E. Reed Road
P.I.N. 09-14-200-005

Parcel 5: D&D Hauschild also own approximately 3 acres of unimproved farmland improved with a detached single-family home and farmland generally described as being south of E. Reed Road and adjacent to and directly west of S. Berta Road in unincorporated Grundy County, Illinois 09-14-200-009 (“**Parcel 5**”). Parcel 5 is legally described as:

Part of the Northeast Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian described as follows:

Beginning at the northeast corner of the Northeast Quarter of said Section 14; thence South 89 degrees 37 minutes 55 seconds West, 334.00 feet along the north line of said Northeast Quarter; thence South 652.11 feet parallel with the east line of the said Northeast Quarter; thence North 89 degrees 37 minutes 55 seconds East, 334.00 feet parallel with the north line of said Northeast Quarter to the east line of said Northeast Quarter; thence North 652.11 feet along said east line to the Point of Beginning, situated in Braceville Township, Grundy County, Illinois.

EXCEPTING THEREFROM the North 260.838 feet of the above-described parcel.

P.I.N. 09-14-200-009

EXHIBIT B

ZBA FINDINGS AND RECOMMENDATION

Appended on following pages

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

In Re the Matter of :)
Hauschild's Application for Zoning Map Text)
Amendment to Rezone ± 253 Acres of Farmland)
from RS-1 to A – Agricultural)
Near Reed & Berta Roads)

REPORT OF FINDINGS OF FACT AND RECOMMENDATION
TO THE VILLAGE BOARD OF TRUSTEES
TO REZONE CERTAIN PROPERTY FROM RS-1 SINGLE-FAMILY RESIDENTIAL
FOLLOWING ANNEXATION TO A – AGRICULTURAL AND A-R
AGRICULTURAL RESIDENTIAL, RESPECTIVELY

I. BACKGROUND

A. PETITIONERS AND PROPERTY

Vernan Ray Hauschild (“*V. Hauschild*”) and David R. and Debra J. Hauschild (“*D & D Hauschild*”) (cumulatively, V. Hauschild and D & D Hauschild shall be known as the “*Owners*”), represented by attorney Donald Black filed an application for a zoning map amendment with respect to certain real property consisting of approximately 253 acres of largely undeveloped agricultural land generally located southwest of the intersection of Berta Road and Reed Road in unincorporated Grundy County, Illinois. The real property is comprised of five distinct parcels, with a general description of the parcels, PINs and legal descriptions set forth in **Exhibit A** (cumulatively, the five parcels are known as the “*Property*”).

The Property is the subject of the Owners’ pending petition for annexation into the Village of Coal City. While the annexation is not within the jurisdiction of the Zoning Board of Appeals (“*ZBA*”), the ZBA has jurisdiction to conduct a public hearing and make a recommendation to the Village Board as to the disposition of the rezoning request. In this case, the Property is presently unincorporated, subject to the Village Board’s handling of a simultaneously pending petition for annexation. By virtue of Section 156-48 of the Coal City Village Code, any newly annexed land initially comes into the Village as the lowest density residential zoning classification for which the parcels satisfy minimum lot size requirements. This serves as a placeholder designation for all newly annexed property that comes into the Village of Coal City, reflecting a policy of low-intensity use unless and until newly annexed property owners or their successors seek a reclassification. Here, the Property has been continuously farmed since the Village has kept records. The Owners have not disclosed any plans to develop the Property and wish the zoning of the Property to reflect its actual present and historical use as farmland in order to avoid unnecessarily creating a legal nonconforming use by virtue of continuing to use the Property in the same manner as they have throughout history.

Parcel 1 is 157.95 acres of farmland located at 7665-7669 E. Reed Road. Aside from the farmland, Parcel 1 is improved with three houses, some detached garages and corn silos (“*Parcel*”).

I"). Parcel 2 is 47.58 acres of unimproved farmland east of the Union Pacific Railroad tracks, south of E. Reed Road and west of S. Berta Road ("**Parcel 2**"). Parcel 3 consists of 39.05 acres of farmland improved with a detached single-family home at 7865 E. Reed Road ("**Parcel 3**"). Parcel 4, 7905 E. Reed Road, is five acres of farmland with a single-family home located on it ("**Parcel 4**"). Parcel 5, located south of Reed Road and directly west of S. Berta Road, is a 3 acre farm with a single-family home situated on it ("**Parcel 5**"). When referred to as a singular whole, Parcels 1 -5 are called the "**Property**").

D & D Hauschild and Petitioner's attorney, Donald Black, appeared at a public hearing concerning the requested rezoning before the Zoning Board of Appeals ("ZBA") on May 4, 2026, which was continued for conclusion on June 1, 2026 (the "Hearing"). Numerous area residents attended, asked questions or offered testimony.

B. 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 Article XIII of the Village Zoning Code, the Zoning Board of Appeals has jurisdiction to hear rezoning requests and act in its capacity as an advisory body to the Village Board to recommend to the Village Board whether approval or rejection of a proposed map amendment.

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.

C. NOTICE

Notice of the public hearing was duly provided by Developer in accordance with Section 156-27 of the Village Code insofar as notice of the hearing was (i) published in the *Coal City Courant*, (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.

D. PUBLIC HEARING

Prior to the ZBA convening the public hearing on May 4, 2026 in accordance with law and concluding on June 1, 2026 (the "**Hearing**"), the petition was presented for general discussion at a regularly-scheduled meeting of the ZBA on April 20, 2026. Thereafter, ZBA members prepared for the Hearing by reviewing Petitioners' rezoning application (the

“*Application Materials*”). At the Hearing, the ZBA listened to a summarial presentation by Administrator Matt Fritz and had an opportunity to ask Petitioners and their representative questions. The ZBA further listened to comments and questions from interested neighbor and area residents. All of the testimony and evidence presented at the Hearing was recorded, and the Hearing notes and audiotape from the Hearing were available for review together with the Application materials. ZBA members not in attendance for both sessions of the Hearing reviewed the proceedings by listening to the audio recording and reviewing notes taken by Deputy Clerk Linda Sula.

E. REZONING CRITERIA

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 engaged in planning and zoning the parcel in the first place.

II. FINDINGS OF FACT & LEGAL CONCLUSIONS

After reviewing all Application Materials, hearing testimony, receiving evidence, and listening to public comment at the Hearing, the ZBA hereby 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 Owners' tendered a complete petition for rezoning the Property.

5. The ZBA finds and determines that the rezoning of the Property from RS-1 to A - Agricultural is consistent with the dominant historical and present-day use of the Property. The general trend of development in the surrounding area is increasingly shifting towards industrial uses as the Village leverages and responds to land use trends, but undeveloped property in the area, including the Property subject to the pending petition, remains agricultural at present.

6. The ZBA finds that use of the Property is consistent with the agricultural and accessory agricultural uses permitted as of right in an A zoning district.

7. The Property is presently zoned for agricultural use by Grundy County prior to any annexation by the Village.

8. The Property is only anticipated to temporarily be zoned RS-1 upon annexation into the Village by operation of Section 156-48 of the Village Code, but the present and anticipated use of the Property is more compatible and better suited to the Village's A zoning classification than RS-1.

9. While the vicinity of the Property is identified in the Comprehensive Plan as being appropriate for industrial use, the ZBA finds that until a proposal emerges for such a use, it is premature to create a legal nonconforming use by anticipatorily rezoning the Property for an indefinite duration while awaiting a development proposal that may never come.

10. Existing property uses in the vicinity are agricultural in nature.

11. The ZBA finds and determines that the present and proposed agricultural use of the Property is in harmony with the objectives of the Village's Comprehensive Plan in that placeholding the zoning classification of property to align with the low density, low intensive uses exhibited on the Property throughout a gradual period of potential transition in the area to future industrial usage is appropriate until such time as any development proposal is forthcoming.

12. Rezoning the Property to A – Agriculture promotes cohesive and unified land planning that reflects the character of nearby properties.

13. The ZBA finds and determines that the rezoning furthers the public interest by preserving the character of the Property.

14. All of the Property is and always has been used for agricultural purposes as that term is defined in Section 156-3 of the Village Code, namely, “The use of land for farming, dairying, pasturage, agriculture, horticulture. . .and the necessary accessory uses for packing, treating and storing the produce. . .provided that the operation of accessory uses shall be secondary to that of normal agricultural activities. . .”

15. The single-family dwellings on the Property are explicitly embraced as permitted uses in the A zoning district.

16. Parcels 1 – 4 are dimensionally consistent with the five (5) acres or larger requirement of parcels in the A zoning district as set forth in Table 9B.

17. Parcel 5 is only three acres. Table 9B establishes that a three-acre parcel is appropriately sized for the A-R Agricultural Residential District rather than the A zoning district.

18. A single-family residence is permitted as of right on a three-acre lot in the A-R zoning district.

19. All of the present uses of the Property are legally conforming uses in the Village’s A and A-R zoning districts, respectively.

20. Nearby property values will not be diminished by blessing the historical and present use of the Property through a consistent zoning designation.


21. The Property is suitable for agricultural zoning.

22. Based on the foregoing, the ZBA recommends approval of the rezoning of Parcels

1 – 4 from RS-1 to A upon annexation into the Village and the rezoning of Parcel 5 from RS-1 to A-R Agricultural Residential upon annexation into the Village.

III. RECOMMENDATION

NOW THEREFORE, following a duly noticed public hearing of the Village of Coal City ZBA, conducted on May 4 and June 1, 2026, the ZBA hereby recommends by a vote of 7 to 0 that the Village Board rezone Parcels 1 through 4 from RS-1 to A Agriculture and to rezone Parcel 5 from RS-1 to A-R Agriculture Residential upon annexation into the Village.

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

Date: Jun 5, 2026

EXHIBIT A

Parcel 1: V. Hauschild is the sole owner of 157.95 acres of land and improvements located at 7665-7669 E. Reed Road in unincorporated Grundy County, Illinois, P.I.N. 09-14-200-011 (“*Parcel 1*”). Parcel 1 is presently improved with three single-family residential structures, detached garages, and corn silos, and is otherwise used for agricultural purposes. Parcel 1 is legally described as:

The Northeast Quarter and the East 47 acres of the North Half of the Northwest Quarter of Section 14 in Township 32 North, Range 8 East of the Third Principal Meridian, Grundy County, Illinois,

EXCEPTING THEREFROM the following tracts of land:

Tract 1: Part of the Northeast Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian, described as follows:

Beginning at the northeast corner of the Northeast Quarter of said Section 14; thence South 89 degrees 37 minutes 55 seconds West, 1,002.00 feet along the north line of said Northeast Quarter; thence South 250.00 feet parallel with the east line of said Northeast Quarter; thence South 89 degrees 37 minutes 55 seconds West, 774.00 feet parallel with the north line of said Northeast Quarter to the center of a grass lane; thence South 01 degree 21 minutes 32 seconds East, 981.00 feet along the center of the said grass lane to the center of a drainage ditch; thence South 85 degrees 59 minutes 24 seconds East, 1,757.00 feet along the center of said drainage ditch to the east line of said Northeast Quarter; thence North 1,365.00 feet along said east line to the Point of Beginning, situated in Braceville Township, Grundy County, Illinois.

Tract 2: Part of the Northeast Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian, described as follows:

Commencing at the northeast corner of the Northeast Quarter of said Section 14; thence South 89 degrees 37 minutes 55 seconds West, 668.00 feet along the north line of said Northeast Quarter; thence continuing West 265.00 feet to the Point of Beginning; thence South 260.83 feet; thence West 220.00 feet; thence North 260.83 feet; thence East 220.00 feet to the Point of Beginning, situated in Braceville Township, Grundy County, Illinois.

PIN 09-14-200-011

Parcel 2: V. Hauschild owns an additional 47.58 acres of unimproved farmland generally described as being situated east of the Union Pacific Railroad tracks, south of E. Reed Road and west of S. Berta Road in unincorporated Grundy County, Illinois, P.I.N. 09-14-100-005 (“*Parcel 2*”). Parcel 2 is legally described as:

A parcel of land forming a portion of the Illinois Central Gulf Railroad Company’s Pequot Line right

of way and property situated in the South Half of the Northwest Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian, Grundy County, Illinois, said parcel being all of that part of said South Half of the Northwest Quarter that lies easterly of and adjacent to a line that lies parallel with and 25 feet normally distant easterly from the centerline of Grantor's main track; said main track centerline intersects the south line of said South Half of the Northwest Quarter approximately 1,595.00 feet westerly from the southeast corner of said South Half of the Northwest Quarter and intersects the North line of said South Half of the Northwest Quarter approximately 1,595.00 feet Westerly from the northeast corner of said South Half of the Northwest Quarter.

PIN 09-14-100-005

Parcel 3: D&D Hauschild are the sole owners of 39.05 acres of land improved with a detached single-family home and farmland commonly known as 7865 E. Reed Road in unincorporated Grundy County, Illinois 09-14-200-010 ("**Parcel 3**"). Parcel 3 is legally described as:

Part of the Northeast Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian, described as follows:

Commencing at the northeast corner of the Northeast Quarter of said Section 14; thence West 668.0 feet to the Point of Beginning; thence West 485.0 feet; thence South 250.0 feet; thence West 623.0 feet; thence South 981.0 feet; thence Southeast 1,757.0 feet; thence North 712.89 feet; thence West 668.0 feet; thence North 652.11 feet to the Point of Beginning, containing 39.05 acres, more or less, situated in Braceville Township, Grundy County, Illinois.

7865 E. Reed Road
P.I.N. 09-14-200-010

Parcel 4: D&D Hauschild are also the sole owners of approximately 5 acres of land improved with a detached single-family home and farmland commonly known as 7905 E. Reed Road in unincorporated Grundy County, Illinois 09-14-200-005 ("**Parcel 4**"). Parcel 4 is legally described as:

Part of the Northeast Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian described as follows:

Commencing at the northeast corner of the Northeast Quarter of said Section 14; thence South 89 degrees, 37 minutes 55 seconds West, 334.0 feet along the north line of said Northeast Quarter to the Point of Beginning; thence South 652.11 feet parallel with the east line of said Northeast Quarter; thence South 89 degrees 37 minutes 55 seconds West, 334.0 feet parallel with the north line of said Northeast Quarter; thence North 652.11 feet parallel with the east line of said Northeast Quarter to the north line of said Northeast Quarter; thence North 89 degrees 37 minutes 55 seconds East, 334.0 feet along said north line to the Point of Beginning, situated in Braceville Township, Grundy County, Illinois.

7905 E. Reed Road
P.I.N. 09-14-200-005

Parcel 5: D&D Hauschild also own approximately 3 acres of unimproved farmland improved with a detached single-family home and farmland generally described as being south of E. Reed Road and adjacent to and directly west of S. Berta Road in unincorporated Grundy County, Illinois 09-14-200-009 (“*Parcel 5*”). Parcel 5 is legally described as:

Part of the Northeast Quarter of Section 14, Township 32 North, Range 8 East of the Third Principal Meridian described as follows:

Beginning at the northeast corner of the Northeast Quarter of said Section 14; thence South 89 degrees 37 minutes 55 seconds West, 334.00 feet along the north line of said Northeast Quarter; thence South 652.11 feet parallel with the east line of the said Northeast Quarter; thence North 89 degrees 37 minutes 55 seconds East, 334.00 feet parallel with the north line of said Northeast Quarter to the east line of said Northeast Quarter; thence North 652.11 feet along said east line to the Point of Beginning, situated in Braceville Township, Grundy County, Illinois.

EXCEPTING THEREFROM the North 260.838 feet of the above-described parcel.

P.I.N. 09-14-200-009
