

# UNOFFICIAL COPY

## Village of East Dundee

120 BARRINGTON AVENUE

Dundee, Illinois 60118

(708) 426-2822

94735333

JILL A. YUCUIS, President

JANE E THEIS, Clerk

077026

STATE OF ILLINOIS )  
COUNTY OF KANE )

. DEPT-01 RECORDING \$109.50  
. T#0011 TRAN 3449 08/19/94 16:12:00  
. #6937 \$ RV #-94-735333  
. COOK COUNTY RECORDER

### CLERK'S CERTIFICATE

I, Jane E. Theis, Village Clerk of the Village of East Dundee, in the County of Kane and State of Illinois, do hereby certify that the foregoing is a true and correct copy of that certain Ordinance now on file in my office which is an ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT FOR THE REAL PROPERTY KNOWN AS ROAD MATERIAL PROPERTY (86-03) which said Ordinance was passed by the Board of Trustees of the Village of East Dundee at a regular meeting held on the 21st day of April, 1986, at which meeting a quorum was present, and approved by the President of the Village of East Dundee on the 21st day of April, 1986.

I further certify that the vote on the question of the passage of the said Ordinance by the Board of Trustees of the Village of East Dundee was taken by Ayes and Nays and recorded in the Journal of the Proceedings of the Board of Trustees of the Village of East Dundee and that the result of said vote was as follows, to wit:

Ayes: Trustees: Rakow, Marvel, Kopp, Giomi, Bartels, Swanson.  
Nays: None.  
Absent: None.

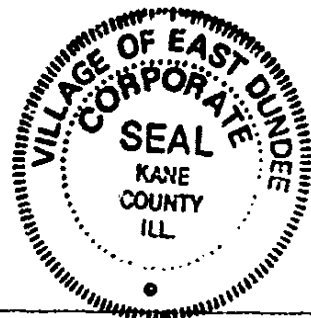
I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Village of East Dundee this 12th day of August, 1994.

Send to [unclear]

*Jane E. Theis*  
Village Clerk  
Village of East Dundee

Return to: Dorothy Oramus  
75 E. Wacker, Ste. 200  
Chicago, IL 60601



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109.50

### TRUSTEES

WM. C. BARTELS • ROBERT R. BENTLEY • RALPH BUHROW • ROBERT ALBRECHT • ROBERT G. SZALLA • GORDON ZAESKE

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ORDINANCE NO. 86 - 03

**AN ORDINANCE AUTHORIZING THE EXECUTION OF  
AN ANNEXATION AGREEMENT FOR THE REAL PROPERTY KNOWN AS  
ROAD MATERIAL PROPERTY**

WHEREAS, it is in the best interests of the Village of East Dundee, Kane County, Illinois, hereinafter referred to as the "Village", that a certain annexation agreement pertaining to the real property, hereinafter referred to as the "Road Material Property", owned by Main Bank, as successor by merger to Wheeling Trust and Savings Bank, a banking corporation organized and existing under the Laws of the State of Illinois, as Trustee under Trust Agreement dated July 5, 1979, and known as Trust No. 79-302, and The First National Bank and Trust Company of Barrington, as Trustee under Trust Agreement dated October 1, 1984, and known as Trust No. 11-3242, and E.M. Melahn Construction Company, a Delaware corporation, and Road Materials Corporation, a Delaware corporation, all hereinafter collectively referred to as the "Owner", to be entered into; and

WHEREAS, an annexation agreement, hereinafter referred to as the "Annexation Agreement", has been drafted, by the Village of East Dundee and the Owner concerning the Road Material Property a copy of which Annexation Agreement is attached hereto and incorporated specifically herein by reference; and

WHEREAS, the Owner of the Road Material Property which is the subject of said Annexation Agreement, is ready, willing and

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able to enter into said Annexation Agreement and to perform the obligations as required hereunder; and

WHEREAS, the corporate authorities of the Village have duly fixed a time for and have held a hearing concerning this Annexation Agreement and have given notice of said hearing, all as provided by applicable law; and

WHEREAS, the Zoning Board of Appeals of the Village has heretofore held a hearing pursuant to notice required by law on the question of classification of the Subject Property upon annexation to the Village, and

WHEREAS, the corporate authorities of the Village, after carefully reviewing the recommendations of the Zoning Board of Appeals and the testimony and other evidence presented at the public hearing concerning the Annexation Agreement, have determined that it is in the best interests of Village to annex the Subject Property subject to all of the terms, conditions and restrictions contained in the Annexation Agreement; and

WHEREAS, the statutory procedures provided in Division 15.1 of Article 11 and Division 1-8 of Article 7 of the Illinois Municipal Code, as amended, for the execution of said Annexation Agreement and annexation of the subject property have been fully complied with;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS, AS FOLLOWS:

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SECTION ONE: That the President be and he is hereby authorized and directed to execute, and the Village Clerk is directed to attest, the Annexation Agreement dated April 21, 1986, a copy of which consisting of 24 pages plus attached Exhibits is attached hereto and made a part hereof.

SECTION TWO: Severability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION THREE: Publication. That a full, true and complete copy of this ordinance shall be published within ten (10) days after passage in pamphlet form by authority of the Board.

SECTION FOUR: Repeal. All ordinances or parts thereof in conflict herewith be and the same are hereby repealed and this ordinance shall be in full force and effect forthwith upon its adoption, approval and publication as provided by law.

Adopted this 21st day of April, 1986,  
pursuant to a roll call vote as follows:

AYES: Rakow, Marvel, Kopp, Giomi, Bartels, Swanson.

NYES: None

ABSENT: None

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Approved by me this 21st day of April, 1986.

  
\_\_\_\_\_  
President

Published in pamphlet form this 22nd day of April under  
the authority of the President and Board of Trustees.

Attest:

  
\_\_\_\_\_  
Village Clerk

Property of Cook County Clerk's Office

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## EXHIBIT A

### SEPARATE PARCEL 1

That part of the Southwest Quarter of Section 30 lying northerly of the north right of way line of Illinois State Route 72 and commonly known as New Higgins Road and Westerly of the Easterly right of way of Healy Road (except the West one hundred ninety (190) feet thereof and except that part conveyed to the Department of Public Works and Buildings of the State of Illinois by Document 12378247 recorded October 5, 1939 for highway purposes described as follows: that part of the South West quarter of said Section described as being a strip of land sixty six (66) feet in width running from the Northerly right of way line of the proposed Dual highway of State Bond Issue, Route 63 to the center line of Higgins Road as now traveled, center line of said sixty six (66) foot strip being described as follows: Commencing at the South West corner of Section thirty (30), thence North along the West line of said Section, a distance of one thousand four hundred twelve and seventy three one hundredths (1,412.73) feet to a point, thence South Easterly along a line which makes an angle of fifty nine (59) degrees one (1) minute from the South to the South East with said West line a distance of one hundred nine and fifty nine one hundredths (109.59) feet to a point, said line being said Northerly right of way line of the proposed Dual Highway; thence South Easterly along a curve convex to the South West having a radius of ten thousand seventeen and six one hundredths (10,017.06) feet and tangent to the last described course, said curve being said Northerly right of way line of proposed Dual Highway, a distance of seven hundred sixty two and two tenths (762.2) feet to the point of beginning; thence North Easterly along a line, a distance of two hundred forty five and eleven one hundredths (245.11) feet to a point in the aforesaid center line of Higgins Road as now traveled, said point being eight hundred ninety four and thirty one hundredths (894.51) feet from aforesaid West line of said Section thirty (30) as measured along said center line of Higgins Road, in Township 42 North, Range 9 East of the Third Principal Meridian, in Cook County, Illinois.

### SEPARATE PARCEL 2

That part of the following described parcel lying Northerly of the North right of way line of Illinois State Route 72, and commonly known as New Higgins Road: The North East quarter of the South East quarter and the East half of the North East quarter of Section thirty-six (36), Township forty-two (42) North, Range eight (8) East of the Third Principal Meridian, also part of Section twenty-five (25) in Township and Range aforesaid bounded and described as follows, to-wit: Beginning at a point on the South line of said Section twenty-five (25), said point being the North West corner of the North East quarter of the North East quarter of Section thirty-

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six (36) in Township and Range as aforesaid, thence North eighty (80) degrees twenty-three (23) minutes West nine hundred forty-eight and five tenths (948.5) feet, thence North no (0) degrees fourteen (14) minutes West nine hundred twenty-five and nine tenths (925.9) feet, thence South eighty-one (81) degrees twelve (12) minutes East one thousand four hundred forty-seven and three tenths (1,447.3) feet, thence North four (4) degrees twenty-two minutes East two thousand three hundred sixty five (2,365) feet, thence South eighty (80) degrees nineteen (19) minutes East six hundred sixty-seven and nine tenths (667.9) feet to the East line of said Section twenty-five (25), thence South on said section line three thousand eighty-five and three tenths (3,085.3) feet to the South line of said Section twenty-five (25), thence West on said section line to the point of beginning, in Dundee Township, Kane County, Illinois.

## SEPARATE PARCEL 3

That part of the following described parcel lying Southerly of the South right of way line of Illinois State Route 72, and commonly known as New Higgins Road: The North East quarter of the South East quarter and the East half of the North East quarter of Section thirty-six (36), Township forty-two (42) North, Range eight (8) East of the Third Principal Meridian, also part of Section twenty-five (25) in Township and Range aforesaid bounded and described as follows, to-wit: Beginning at a point on the South line of said Section twenty-five (25), said point being the North West corner of the North East quarter of the North East quarter of Section thirty-six (36) in Township and Range as aforesaid, thence North eighty (80) degrees twenty-three (23) minutes West nine hundred forty-eight and five tenths (948.5) feet, thence North no (0) degrees fourteen (14) minutes West nine hundred twenty-five and nine tenths (925.9) feet, thence South eighty-one (81) degrees twelve (12) minutes East one thousand four hundred forty-seven and three tenths (1,447.3) feet, thence North four (4) degrees twenty-two minutes East two thousand three hundred sixty five (2,365) feet, thence South eighty (80) degrees nineteen (19) minutes East six hundred sixty-seven and nine tenths (667.9) feet to the East line of said Section twenty-five (25), thence South on said section line three thousand eighty-five and three tenths (3,085.3) feet to the South line of said Section twenty-five (25), thence West on said section line to the point of beginning, in Dundee Township, Kane County, Illinois.

## SEPARATE PARCEL 4

That part of the South East 1/4 of Section 13 and part of the North East 1/4 of Section 24, all in the Township 42 North, Range 8, East of the Third Principal Meridian, described as follows: Beginning at a point on the East line of the South East 1/4 of Section 13, 1299 feet North of the South East corner thereof; thence South 000 degrees, 27 minutes, 00 seconds West along the East line

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of said South East 1/4 1299 feet to the South East corner of said South East 1/4; thence South 000 degrees, 06 minutes, 00 seconds West along the East line of the North East 1/4 of said Section 24, 1348.1 feet to the Northerly line of said State Route No. 63; thence South 073 degrees, 20 minutes, 00 seconds West along said Northerly line 715.2 feet; thence Southwesterly along said Northerly line along a curve to the right 673.5 feet; thence North 002 degrees, 45 minutes, 00 seconds East 3024 feet to a point North 088 degrees, 42 minutes, 00 seconds West from the point of beginning; thence South 088 degrees, 42 minutes, 00 seconds East 1209.9 feet to the point of beginning (except therefrom that part of the North East 1/4 of said Section 24, described as follows: Beginning on the East line of said Quarter on the North right of way line of the State of Illinois Highway Route 63; thence North 650 feet along the East line of said Quarter; thence West 310 feet perpendicular to said East line; thence South 756.34 feet parallel with said East line and to said right of way line; thence Northeasterly 365.80 feet along said right of way line to point of beginning); in the Township of Dundee, Kane County, Illinois.

## SEPARATE PARCEL 5

The South half of Lot 1 and the South 5 acres of the North half of said Lot 1 (except that part of said Lot 1 and of said South 5 acres lying Southeasterly of the Northwesterly right of way line of Healy Road) in the Northwest Quarter of Section 30, Township 42 North, Range 9 East of the Third Principal Meridian in Cook County, Illinois. Also the South half of Lot 2 and the South 5 acres of the North half of said Lot 2 (except that part of said Lot 2 and of said South 5 acres lying Southeasterly of the Northwesterly right of way line of Healy Road) in the Northwest Quarter of Section 30, Township 42 North, Range 9 East of the Third Principal Meridian in Cook County, Illinois. Excepting the West 190.0 feet of the South half of said Lot 2 and Also excepting the West 190.0 feet of South 5 acres of the North half of said Lot 2 conveyed to the Commonwealth Edison Company by Document No., 18454231, recorded April 10, 1962.

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## EXHIBIT B

### SEPARATE PARCEL 1

That part of the East half of Section 24, Township 42 North, Range 8 East of the Third Principal Meridian described as follows: Beginning at the Southeast corner of said Section 24; thence South 89 degrees 30 minutes West along the South line of said Section 1514.7 feet; thence North 2 degrees 06 minutes East 3006.4 feet to a point 451.1 feet Southerly (measured along the last described line extended) from the Southerly line of State Route No. 63; thence South 87 degrees 54 minutes East 234 feet; thence North 2 degrees 06 minutes East 478.9 feet to the Southerly line of said State Route 63; thence Northeasterly along said Southerly line to the East line of said Section; thence South along said East line to the point of beginning, in the Township of Dundee, Kane County, Illinois.

### SEPARATE PARCEL 2

That part of the North East quarter of Section 25, Township 42 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning at the North East corner of said Section; thence South on the Section line 28 chains; thence North 80 1/2 degrees West, 15.09 chains more or less, to the South East corner of premises conveyed to James F. Smith by deed dated February 3, 1881, and recorded in Book 200, page 253, as Document 13594; thence North along said Smith's East line to the North line of said Section 25; thence East along the Section line 14.93 chains more or less, to the point of beginning, in Kane County, Illinois.

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## ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this 21<sup>st</sup> day of April, 1986, by and among Main Bank, as successor by merger to Wheeling Trust and Savings Bank, a banking corporation organized and existing under the laws of the State of Illinois, as Trustee under Trust Agreement dated July 5, 1979, and known as Trust No. 79-302, and The First National Bank and Trust Company of Barrington, as Trustee under Trust Agreement dated October 1, 1984, and known as Trust No. 11-3242, and E. M. Melahn Construction Co., a Delaware corporation, and Road Materials Corporation, a Delaware corporation, all hereinafter collectively referred to as "Owner", and the Village of East Dundee, a municipal corporation located in Kane County, Illinois, hereinafter referred to as "Village".

### W I T N E S S E T H:

WHEREAS, Owner is the owner of record of certain territory located in the unincorporated portion of Kane County and Cook County, Illinois, and legally described as separate parcels ("Separate Parcels") in Exhibit A which is attached hereto and by reference made a part hereof, hereinafter sometimes referred to as "Subject Property"; and

WHEREAS, Owner desires to annex Subject Property to Village in accordance with the terms, conditions and restrictions recited in this Agreement; and

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WHEREAS, Subject Property is contiguous to Village and not within the corporate limits of any other municipality; and

WHEREAS, Owner wishes to avail itself of the benefits which will inure to it upon annexation of Subject Property to Village; and

WHEREAS, the annexation and development of Subject Property will be beneficial to Village in that such development will increase the taxable value of the property within Village, extend the corporate limits and the jurisdiction of Village, promote the orderly planning and growth of Village and otherwise enhance and promote the general welfare of Village; and

WHEREAS, the corporate authorities of Village have duly fixed a time for and have held a hearing concerning this Agreement and have given notice of said hearing, all as provided by applicable law; and

WHEREAS, the Zoning Board of Appeals of Village has heretofore held a hearing pursuant to notice required by law on the question of classification of Subject Property upon annexation to Village; and

WHEREAS, the corporate authorities of Village, after carefully reviewing the recommendations of the Zoning Board of Appeals and the testimony and other evidence presented at the public hearing concerning this Agreement, have determined that it is in the best interests of Village to annex Subject Property subject to all of the terms, conditions and restrictions contained herein; and

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WHEREAS, Village provides neither fire protection nor a public library and is therefore not required to give notice of the proposed annexation of Subject Property to any fire protection district or public library district.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the parties hereto agree as follows:

Paragraph 1. Compliance with Illinois Municipal Code. This Agreement is made pursuant to and in accordance with the provisions of Section 11-15.1 et seq. of the Illinois Municipal Code, as amended (Illinois Revised Statutes, Chapter 24).

Paragraph 2. Annexation Petition. Contemporaneously with the execution of this Agreement, Owner shall file a petition to annex Subject Property to Village in form and execution as required by law. Said petition shall be accompanied by a plat of annexation suitable for recordation.

Paragraph 3. Previously Annexed Property. It is understood, acknowledged and agreed that certain territory legally described as separate parcels ("Separate Parcels") in Exhibit B attached hereto and made a part hereof, hereinafter sometimes referred to as "Previously Annexed Property", has previously been annexed to Village and classified in the "F-Factory and Light Industrial" zoning district. In consideration of the annexation of Subject Property it is further understood, acknowledged and agreed that the terms of this Agreement shall

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apply to such Previously Annexed Property as fully and to the same extent as to Subject Property. Hereinafter Subject Property and Previously Annexed Property shall be collectively referred to as the "Collective Territory", thereby including all of the parcels described in Exhibits A and B.

Paragraph 4. Applicability of Village Ordinances, etc. Owner agrees that the development of Collective Territory shall be in compliance with the Zoning Ordinance, Building Codes and all other applicable ordinances and regulations of Village including all amendments to such ordinances heretofore and hereafter adopted by Village except insofar as such ordinances, amendments and regulations or their applicability maybe expressly modified herein. Owner further agrees that they shall comply with all requirements of the aforementioned ordinances, amendments and regulations except insofar as their applicability may be modified herein. The parties hereto agree that unless the consent of Owner is obtained, no ordinance or regulation hereafter adopted which would impose greater restrictions, obligations or burdens than those contained in the Building Chapter, the Zoning Chapter (Chapters 24 and 29, respectively, of the Village Municipal Code), the Storm Water Detention Ordinance (Ordinance No. 81-2), and in the Subdivision Ordinance in effect on the date of this Agreement shall apply to the improvements to be constructed on, or the use or development of, Collective Territory, other than amendatory ordinances adopted for the life safety, flood plain, flood hazard or drainage purposes.

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Paragraph 5. Adoption of Annexation and Zoning Classification Ordinances. As to that portion of Subject Property lying in Kane County, Illinois, Village agrees to enact and adopt within thirty (30) days after execution of this Agreement an ordinance annexing that portion of Subject Property to Village and to thereafter record such ordinance together with the plat of annexation with the Recorder of Deeds of Kane County, Illinois, all in accordance with the applicable laws and statutes.

As to that portion of Subject Property lying in Cook County, Illinois, Village agrees to enact and adopt within thirty (30) days after execution of this Agreement an ordinance annexing that portion of Subject Property to Village and to thereafter record such ordinance together with the plat of annexation with the Recorder of Deeds of Cook County, Illinois, all in accordance with the applicable laws and statutes.

Upon passage of ordinances annexing Subject Property, Village agrees to promptly enact and adopt ordinances:

A. Classifying the portions of Collective Territory as follows:

PORTION OF COLLECTIVE TERRITORY

ZONING CLASSIFICATION

1. Separate Parcel 5 of Exhibit A, consisting of 50.95 acres in Cook County, Illinois.

1. "F - Factory and Light Industrial District", for mining and related uses only, provided that upon cessation of mining activities, this portion of Collective Territory shall revert to the "R-1 Residential District".

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2. Separate Parcel 3 of Exhibit A.
2. "F - Factory and Light Industrial District", for all permitted uses, except for multiple family dwellings.
3. All other Separate Parcels or parts thereof described in Exhibits A and B.
3. "F - Factory and Light Industrial District", for all permitted uses, provided that no more than 1000 multiple family dwelling units, with a maximum density of ten (10) units per acre, shall be constructed on this portion of Collective Territory; and

B. Granting such other variances as may be required to permit the use and development of Collective Territory in accordance with terms, conditions and restrictions of this Agreement.

## Paragraph 6. Representations and Limitations.

A. Village hereby represents and acknowledges that Chapter 29 of its Municipal Code relating to zoning is a cumulative zoning ordinance and that all uses otherwise permitted in any other zoning classification are permitted in the "F-Factory and Light Industrial District".

B. Village further represents and agrees that, notwithstanding the provisions of Section 8 of Chapter 29 of the Municipal Code of Village, there shall be no reversion (except as to Separate Parcel 5 of Exhibit A as provided in Paragraph 5 above) to any other zoning classification upon cessation of mining activities on Collective Territory or any part thereof.

C. Village further represents and agrees that Collective Territory shall not be subject to any recapture agreements between Village and other owner or developer of

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property without Owner's consent, except that Owner agrees to pay Village the monetary obligations of Owner imposed upon Collective Territory under a certain recapture agreement between Village and REPCO DEVELOPMENT, INC., pursuant to an annexation agreement authorized by Village Ordinance No. 84-13; in consideration of said payment by Owner, Collective Territory shall be entitled to use of the public improvements for which the recapture obligations described pertain. At any time within ninety (90) days of receipt from Village of a copy of the executed recapture agreement between Village and REPCO DEVELOPMENT, INC., Owner may in its sole discretion disconnect Subject Property or any part thereof from Village, and Village shall thereupon pass all necessary ordinances and take all required action for disconnection.

D. Village further represents and agrees that Owner shall not be subject to any annexation fees, impact donations, or professional fees and costs incurred by Village in connection with annexation of Subject Property, except as otherwise specifically agreed to by Owner in this Agreement.

E. Village further represents and agrees that Collective Territory shall not be subject to any taxes imposed by Village (other than general ad valorem property taxes, and other revenue taxes as now authorized by Ill. Rev. Stat., 1983, Ch. 24, Pars. 8-11-1 through 8-11-9), including but not limited to special assessments, special service area taxes, mining or other use taxes, unless Owner has consented thereto in writing.

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Notwithstanding the foregoing, if Owner fails to provide any public improvement required under this Agreement or under any Village ordinance not waived by this Agreement, then Village shall be permitted to levy taxes or special assessments as permitted by the Illinois Revised Statutes, as amended from time to time, to construct such public improvement.

F. Village further represents and agrees that Collective Territory is not subject to any boundary agreement or other agreement with any other municipality which is in conflict with the terms of this Agreement.

G. Owner hereby represents and agrees that within three (3) years of cessation of mining activities, Owner shall reclaim any portion of Collective Territory used for mining operations by removing therefrom all mining apparatus and equipment and other accessory buildings and structures and restoring the mined land in an orderly fashion to usable condition. Owner shall submit Owner's reclamation plan to Village in writing at least thirty (30) days prior to commencement of reclamation work.

H. Owner and Village agree that it is in the public interest to make some provision for mobile homes as residential dwelling units within Village, and Village agrees to enact appropriate and reasonable ordinances permitting mobile homes as a permitted or special use and incorporating therein standards reasonably in accordance with those set forth in the attached Exhibit C.

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I. Owner and Village agree that the "Building Line Set Back" as contained under Section 11 of the Zoning Ordinance shall be a distance, as measured from the street line to the street wall, of not less than fifteen (15) feet in zoning classifications "B-Business District" and "F-Factory and Light Industrial District".

J. Owner and Village agree that the term "cessation of mining activities" as used in this Agreement and in Chapter 29 of the Village Municipal Code shall not be deemed to be a period of time when mining activities are precluded by governmental or court order, except when such order is final and not appealable.

Paragraph 7. Installation of Certain Subdivision Improvements and Exceptions Thereto. Owner and Village acknowledge and understand that while Article V, Section B of the Village's Subdivision Ordinance requires the installation of certain municipal utilities in the development of Collective Territory, the lack of certain off-site connections and capacity in areas near Collective Territory necessitate certain alterations to the obligations otherwise required of an owner or developer. Accordingly, because of such circumstances and the nature of the current and reasonably anticipated development of Collective Territory, the following shall be considered as modifications to the responsibility of Owner herein to construct and install the specified subdivision improvements in Collective Territory in the event that Owner desires to develop or subdivide Collective Territory in whole or in part.

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## A. Water Supply Service.

Neither Collective Territory, nor areas proximate thereto, are currently within Village's municipal service area for central water distribution. Further, the future time when Village may be able to serve Collective Territory with a central water distribution system is yet undetermined.

The foregoing considered, until Owner petitions Village for Subdivision and until such time that Village extends its municipal watermain connections to a point within one thousand five hundred (1,500) feet of a perimeter line of any Separate Parcel of Collective Territory and has water treatment and flow facilities to serve the development of any such Separate Parcel, Village hereby agrees that Owner shall not be obliged to construct and install the water supply and fire hydrant improvements otherwise required by the Subdivision Ordinance on any such Separate Parcel. Accordingly, Village hereby authorizes and consents to the installation or continued use of individual water wells as the source of water supply for the use or development of any such Separate Parcel.

In any subdivision within Collective Territory and after such time as Village has extended its watermains to the perimeter lines of such subdivision and provided that Village is then prepared to serve the subdivision with such supply of potable water as normally required for a subdivision's use or development, Owner shall cause on-site watermains to be constructed in accordance with plans and specifications therefor prepared or approved by Village's engineer in accordance with

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generally accepted engineering standards and Village codes and state statutes or regulations. This obligation to extend watermains shall apply to all zoning districts except for uses permitted and areas developed pursuant to the lot size requirements of the "E-Estate District."

To the extent Owner constructs and pays for off-site facilities which provide treated water services to Collective Territory, as well as to other properties to be benefitted within Village's planning area, Owner shall not by execution of this Agreement be deemed to have waived its rights to negotiate with Village and enter into an agreement to recapture certain amounts incident to Owner's construction of and payment for such off-site facilities and improvements incident thereto.

Upon completion of construction of the on-site watermains and acceptance thereof by Village, ownership of the same shall be transferred to Village by appropriate Bill of Sale in form approved by its attorney.

## B. Storm Water Runoff System.

Neither Collective Territory, nor areas proximate thereto, are currently within Village's municipal service area for storm sewers. Accordingly, Owner shall construct and install storm water runoff systems in accordance with Village's Ordinance No. 81-2 entitled "Specifications for Storm Water Control and Detention Improvements". Concrete curb and gutter shall be constructed in accordance with any of the standards, at Owner's option, set forth in the attached Exhibits



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D and E, for uses permitted in all zoning districts except in "E-Estate District", where no concrete curb or gutter shall be required.

## C. Sanitary Sewer-Line Connection.

Neither Collective Territory, nor areas proximate thereto, are currently within Village's municipal service area for sanitary sewerage disposal. Further, the future time when Village may be able to serve Collective Territory with a sanitary sewerage disposal system is yet undetermined.

The foregoing considered, until Owner petitions Village for Subdivision and until such time that Village extends its sanitary sewer trunk line to a point within 1500 feet of a perimeter line of any Separate Parcel of Collective Territory and has sanitary treatment plant capacity to serve the development of any such Separate Parcel, Village hereby agrees that Owner shall not be obliged to construct and install the sanitary sewer improvements otherwise required by the Subdivision Ordinance on any such Separate Parcel. Accordingly, Village hereby authorizes and consents to the installation or continued use of individual sewerage disposal systems for the use or development of any such Separate Parcel.

In any subdivision within Collective Territory and after such time as Village has extended its sanitary sewer line to the perimeter lines of such subdivision and provided that Village is then prepared to serve the subdivision with such sanitary sewerage disposal as normally required for a subdivision's use or development, Owner shall cause on-site

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sanitary sewer lines to be constructed in accordance with plans and specifications therefor prepared or approved by Village's engineer in accordance with generally accepted engineering standards and Village codes and state statutes or regulations.

To the extent Owner constructs and pays for off-site facilities which provide sanitary sewage services to Collective Territory, as well as to other properties to be benefited within Village's planning area, Owner shall not by execution of this Agreement be deemed to have waived its rights to negotiate with Village and enter into an agreement to recapture certain amounts incident to Owner's construction of and payment for such off-site facilities and improvements incident thereto.

The obligation under this paragraph 7C to connect to or to extend sanitary sewer lines shall apply to all zoning districts except for uses permitted and areas developed pursuant to the lot size requirements of the "E-Estate District" on tracts of two (2) acres or more.

Upon completion of construction of the on-site sanitary sewer lines and acceptance thereof by Village, ownership of the same shall be transferred to Village by appropriate Bill of Sale in form approved by its attorney.

#### D. Waiver of Other Subdivision Improvements.

Notwithstanding the identified provisions of Village's Subdivision Ordinance which may be in conflict, Owner shall not be required to install the following improvements for any use permitted only in the "F-Factory and Light Industrial" zoning classification, including, but not limited to, ready mix and asphalt plants:

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1. Sidewalks as may be required under Article III D.
2. Trees as may be required under Article III E.2., except that Owner shall be required to install at least 2 trees per lot before the time of building construction completion, but not in the dedicated right-of-way which shall not be considered as a subdivision improvement.
3. Screen plantings as may be required under Article III E.3.
4. Pathways, as may be required under Article III F.
5. A street lighting system as may be required under Article V.B.1.(g), except that Village may require, as a condition for the issuance of any building permit for each building to be constructed, adequate lighting for name and address identification, security purposes and pedestrian traffic.

The foregoing waivers shall not be applicable for uses permitted only under all "R-Residential Districts" and under the "B-Business District".

E. Owner Lack of Obligation for Certain Off-Site Utilities.

Village shall promptly construct, upon written direction by Owner, such public improvements as may be required to serve Collective Territory, but only to the extent that Owner permits such public improvements to be financed as set forth below and only to the extent that such financing can be secured. The term "public improvements" shall include public streets, , water, sanitary and storm sewer mains and the like as permitted

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under the Illinois Municipal Code, Local Improvement Act, Chapter 24, Section 9-1-1 et seq.

The cost of such public improvements as Owner may direct Village to construct shall be financed in whole or in part by any of the following, or combination thereof, as Owner may elect.

1. Special Assessments, including supplemental assessments in accordance with Article 9 of Ch. 24, Ill. Rev. Stat.

2. Formation of Special Service Areas as provided in the Revenue Act and sale of bonds.

3. Sale of revenue bonds.

4. Establishment of Tax Incremental Financing Districts and the sale of bonds.

5. Industrial revenue bonds.

6. Withdrawal of funds from public improvement fund described hereinbelow for payment or to reimburse Owner.

Village further agrees that it shall establish a public improvement fund for the benefit of Collective Territory and shall deposit in said fund an amount equal to that portion of the levy by Village of general property taxes against Collective Territory and Retailers Occupation Taxes collected from sales in Collective Territory as follows:

(a) Real estate taxes received by Village as a result of the levy of general ad valorem property taxes against Collective Territory as follows:

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1. 100% of that portion of such taxes as is attributable to the assessment of land;
2. 50% of that portion of such taxes as is attributable to the assessment of improvements constructed upon the land.

(b) 100% of Retailers Occupation Taxes received as a result of the sale of mined materials, asphalt, concrete or other products of which mined materials are a principal component.

The public improvement fund established from taxes derived from Collective Territory shall be a trust fund held and invested by Village for the sole purpose of financing public improvements for Collective Territory. The public improvement fund shall be known as the Road Materials Public Improvement Trust Fund and shall be segregated from all other Village accounts and funds. Owner shall furnish or cause to be furnished to Village copies of any Retailers Occupation Tax reports, or other appropriate tax reports, as filed with the State of Illinois for the purpose of identifying Retailers Occupation Taxes paid as a result of the sale of mined materials, asphalt, concrete or the products of which mined materials are a principal component. Upon receipt of the taxes described in the preceding paragraph (and with regard to the Retailers Occupation Taxes, only to the extent such taxes have been identified by Owner as set forth above), Village shall segregate and deposit such funds in the trust account and shall promptly invest funds as permitted by Ill. Rev. Stat., 1985,

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Ch. 85, Par. 901, et seq. Village shall promptly notify Owner of the amount received from said real estate taxes and Retailers Occupation Taxes and shall furnish Owner with annual reports of all receipts, investments and earnings of this trust fund.

Upon written request of Owner, Village shall release funds for the construction of such public improvements which have been approved by Village in accordance with applicable ordinances for Collective Territory. This trust fund shall terminate, and any proceeds held shall be distributed to Village's General Fund and Village shall have no further obligation in relation thereto upon completion and payment for all public improvements required or deemed desirable for the complete development of Collective Territory or upon termination or expiration of this Agreement, whichever shall first occur.

However to the extent that there are trust funds remaining for the payment, in whole or in part, for any public improvement approved by Village prior to the termination of the trust fund, such funds shall be deposited in an escrow account established for such approved but uncompleted public improvements.

Village shall be obligated to make disbursements from the trust fund or any escrow fund only upon the written direction of William E. Melahn, or such other representative designated by Owner from time to time in writing to Village.

## Paragraph 8. School and Park Donations.

Whenever as a condition of approval of a final plat of a residential subdivision, or of a final plat of a residential

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planned unit development, a school or park site contribution is required, Owner shall have the option of satisfying said condition by the dedication of land, or a cash contribution in lieu of land dedication, or a combination of both.

Paragraph 9. No Rezoning by Village Without Consent. Upon annexation and classification of Collective Territory as herein set forth, Village agrees not to reclassify such property unless otherwise provided in this Agreement during the term of this Agreement without the express written consent of Owner; it is further agreed that throughout the term of this Agreement all uses permitted in any zoning classification shall be permitted on such property, including but not limited to mining, mobile home parks, ready mix and asphalt plants.

Paragraph 10. Issuance and Denial of Permits. Village further agrees that upon proper application it will issue necessary building or other required permits for the uses, development or construction upon Collective Territory or deliver a letter of denial informing Owner of the respects in which the application does not conform to stated sections of the codes or ordinances of Village or applicable state statute or regulation or this Agreement within twenty (20) days of the date of application therefor.

In the event that existing uses, buildings or other structures heretofore established or erected prior to the effective date of this Agreement do not comply with applicable Village codes and ordinances, the same shall be considered to be valid non-conforming uses predating this Agreement. In the

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event that any such non-conforming use is abandoned or any structure is materially damaged or destroyed by unforeseen casualty (which shall be deemed to mean damage in an amount greater than 50% of its then-insured value), any reconstruction of such building or other structure shall then conform with existing applicable Village codes and ordinances.

Paragraph 11. Stop Work Orders. Village will issue no stop orders directing work stoppage on buildings or other development without setting forth the sections of the codes or ordinances or applicable state statute or regulation or this Agreement allegedly violated by Owner, and Owner may forthwith proceed to correct such violations as may exist. Other work may continue on any structure or development subject to a stop order after reinspection by Village indicates the violation has been corrected.

Paragraph 12. Temporary and Final Occupancy Certificates. Village agrees to issue certificates of occupancy within ten (10) days of request for final inspection or issue a letter of denial within said period of time informing Owner specifically as to what corrections are necessary as a condition to the issuance of a certificate of occupancy and quoting the section of the codes or ordinances or applicable state statute or regulation or this Agreement relied upon by Village in its request for correction. Temporary occupancy permits shall be issued when adverse weather conditions do not permit outside painting, landscaping, driveways, post lights on interior streets, or final grading for individual structures so

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long as safety requirements are met. Final surfacing or driveways, streets and roadways may also be deferred for weather conditions. Such painting, landscaping, post lights on interior streets, grading and driveway construction shall be accomplished or installed as soon as weather permits, however, in any event, such construction shall be completed within nine (9) months after the issuance of the temporary occupancy permit or permits. Such temporary permits that may be required due to adverse weather conditions shall not be unreasonably withheld. A certificate of occupancy shall not be required for temporary storage of personal property in a building.

## Paragraph 13. Issuance of Liquor Licenses.

Village will, as requested by Owner or its lessee from time to time, amend its Liquor Control Ordinance, if necessary, to permit the issuance of at least two (2) liquor licenses under the Village's "B", "E", or "E-1" license classifications for any business enterprise to be located on any portion of Collective Territory designated by Owner, and shall issue such liquor licenses provided the applicant is qualified under the terms and provisions of the ordinances and regulations of Village and the State of Illinois relating to liquor licenses.

Paragraph 14. Enforcement of Agreements. It is agreed that the parties hereto may, in law or in equity, by suit, action, mandamus or any other proceeding, including specific performance, enforce or compel the performance of this Agreement.

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Paragraph 15. Partial Invalidity of Agreement. If any provision of this Agreement is held invalid, in Owner's sole discretion such provisions shall be deemed to be excised herefrom, and the invalidity thereof shall not affect any of the the other terms, conditions and provisions herein contained.

Paragraph 16. Hold Harmless. Owner agrees to hold harmless, defend and indemnify Village from any and all claims, actions and suits, whatsoever at law or in equity arising out of or alleged to have arisen out of the application of this Agreement to Previously Annexed Property or any undertaking by either party pursuant to this Agreement with respect to Previously Annexed Property.

As conditions precedent to the foregoing, Village shall promptly notify Owner of the pendency of such claims, actions and suits and shall tender the defense thereof to Owner, who may, at Owner's discretion, assume the defense of such claims, actions and suits at Owner's expense, and Village shall cooperate fully in the defense of such matters. In case a claim should be brought or an action filed with respect to the subject of indemnity herein, seeking relief other than money damages, Owner agrees that Village may employ attorneys of its own selection to appear and defend such claim or action on behalf of Village at the expense of Owner. Village, at its option, shall have sole authority for the direction of such defense, and shall be the sole judge of the acceptability of any compromise or settlement of any such non-money damage claim or action against Village.

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In the event it is determined by any court of competent jurisdiction that any of the covenants of this Agreement relative to Previously Annexed Property cannot legally be performed by Village or are not within the statutory authority conferred upon Village as a non-home rule municipality, then no further liability for the performance of such covenants or agreements shall attach to Village or Owner, any of their officers, agents or employees.

Notwithstanding such judicial determination, Village agrees to make every reasonable effort within its lawful authority to carry out the intention of the parties as hereinabove agreed with respect to Previously Annexed Property.

For purposes of this Paragraph 16 only, the term "Owner" shall mean only the owner and its successors in interest of the Separate Parcels referred to as Previously Annexed Property. Owner and Village agree that the indemnity provisions of this Paragraph 16 are covenants running with the land binding Owner, as well as all successors holding an interest in the Previously Annexed Property. Owner and Village hereby agree to cause the recording of a Memorandum specifically giving notice of this indemnity covenant against the Previously Annexed Property.

Paragraph 17. Agreement to Prevail Over Codes and Ordinances. In the event of any conflict between this Agreement and any codes or ordinances of Village, the provisions of this Agreement shall prevail to the extent of any such conflict or inconsistency.

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Paragraph 18. Binding Effect. This Agreement constitutes a covenant running with the land, binding upon all grantees, successors and assigns of the respective parties hereto.

Paragraph 19. Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns as to each Separate Parcel or any part thereof, including but not limited to successor owners of record, developers and successor developers, lessees and successor lessees, and upon any successor municipal authority of Village and successor municipalities for a period of fifteen (15) years from the date of execution hereof.

Paragraph 20. Notices. All notices required or desirable under the terms of this Agreement shall be in writing and shall be deemed sufficient if personally delivered or sent prepaid registered or prepaid certified mail, return receipt requested to the parties at the following addresses, or as they may respectively specify in writing at a later date.

To Owner:

C/O William Melahr  
P.O. Box 209  
Algonquin, Illinois 60102

And:

Norbert C. Ritt, Esq.  
P.O. Box 887  
Elgin, Illinois 60120

And:

C/O Raymond Plote  
1100 Brandt Drive  
Elgin, Illinois 60120

And:

Warren R. Fuller, Esq.  
55 West Monroe St., Suite 2350  
Chicago, Illinois 60603

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SEE EXCULPATORY RIDER ATTACHED  
HERETO AND MADE A PART HEREOF

ATTEST:

*Richard J. White*  
Its Asst. Vice President

The First National Bank and Trust  
Company of Barrington, as Trustee  
under Trust Agreement dated  
October 1, 1984 and known as  
Trust No. 11-3242, and not  
personally;

By *[Signature]*  
Its Asst. Vice President

ATTEST:

*Richard H. Johnson*  
Its Asst. Secy.

E. M. Melahn Construction Co.,  
a Delaware corporation

By *[Signature]*  
Its President

ATTEST:

*Richard H. Johnson*  
Its Asst. Secy.

Road Materials Corporation,  
a Delaware corporation

By *[Signature]*  
Its President

SEE EXCULPATORY RIDER ATTACHED  
HERETO AND MADE A PART HEREOF

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SEE EXCULPATORY RIDER ATTACHED  
HERETO AND MADE A PART HEREOF FOR RECORD

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This instrument is executed by THE FIRST NATIONAL BANK AND TRUST COMPANY OF BARRINGTON, a National Banking Association, not personally but solely as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated Oct. 1, 1984 and known as Trust No. 11-3242 (hereinafter "the Trust") in the exercise of the power and authority conferred upon and vested in it as such Trustee.

It is expressly understood and agreed by and between the parties hereto, anything herein contained to the contrary notwithstanding, that (i) each and all of the representations, warranties, covenants, undertakings and agreements made by the Trustee are not made for the purpose or with the intention of binding The First National Bank and Trust Company of Barrington in its individual capacity, but are made and intended solely for the purpose of binding (and shall be enforceable against) only the assets of the Trust; (ii) any provision of this instrument referring to a right of any person to be indemnified, held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages or expenses of any nature, including without limitation, attorney's fees, arising in any way out of the execution of this instrument or the transaction in connection with which this instrument is executed and delivered, shall be construed to be only a right of reimbursement in favor of such person out of the assets of the Trust; and in no case shall any claim of liability or right of reimbursement be asserted against The First National Bank and Trust Company of Barrington in its individual capacity; (iii) this instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of the Trust, and The First National Bank and Trust Company of Barrington hereby warrants that it possesses full power and authority to execute this instrument; and (iv) that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against The First National Bank and Trust Company of Barrington, on account of any representations, warranties, indemnities, covenants, undertakings or agreements contained in this instrument, either express or implied or arising in any way out of the transaction in connection with which this instrument is executed and delivered, all such personal liability or responsibility, if any, being expressly waived and released by all other parties hereto and by all persons claiming by, through or under said parties. The parties to this instrument hereby acknowledge that under the terms of the Trust, The First National Bank and Trust Company of Barrington has no obligations or duties in regard to the operation, management and control of the trust property, nor does it have any possessory interest therein; and that said Company has no right to any of the rents, avails and proceeds from said trust property. Notwithstanding anything in this instrument contained The First National Bank and Trust Company of Barrington is not the agent for the beneficiary of said trust; and in the event of any conflict between the provisions of this exculpatory paragraph and the body of this instrument, the provisions of this paragraph shall control.

Except as against the trustee, nothing herein contained shall limit the right of any party to this instrument to enforce the personal liability of any other party to this instrument.

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To Village:

Village Clerk  
Village of East Dundee  
120 Barrington Avenue  
East Dundee, Illinois 60118

And:

John Regan, Village Attorney  
Early, Collison, Tousey & Regan  
400 Federation Place  
Elgin, Illinois 60120

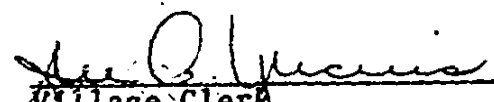
Paragraph 21. Use of Captions and Headings. The captions and headings used in this Agreement are used for convenience and reference only and shall not act as any limitation upon the express provisions herein contained.

THIS AGREEMENT, is hereby executed by the parties on the day and year first above written.

Village of East Dundee

ATTEST:

  
President

  
Village Clerk

(SEAL)

OWNER:

Main Bank, as successor by merger to Wheeling Trust and Savings Bank, a banking corporation organized and existing under the laws of the State of Illinois, as Trustee under Trust Agreement dated July 5, 1979 and known as Trust No. 79-302, and not personally.

ATTEST:

  
Its Asst. Secy

By   
Its Trust Officer

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EXHIBIT A

SEPARATE PARCEL 1

That part of the Southwest Quarter of Section 30 lying northerly of the north right of way line of Illinois State Route 72 and commonly known as New Higgins Road and Westerly of the Easterly right of way of Healy Road (except the West one hundred ninety (190) feet thereof and except that part conveyed to the Department of Public Works and Buildings of the State of Illinois by Document 12378247 recorded October 5, 1939 for highway purposes described as follows: that part of the South West quarter of said Section described as being a strip of land sixty six (66) feet in width running from the Northerly right of way line of the proposed Dual Highway of State Bond Issue, Route 63 to the center line of Higgins Road as now traveled, center line of said sixty six (66) foot strip being described as follows: Commencing at the South West corner of Section thirty (30) thence North along the West line of said Section, a distance of one thousand four hundred twelve and seventy three one hundredths (1,412.73) feet to a point, thence South Easterly along a line which makes an angle of fifty nine (59) degrees one (1) minute from the South to the South East with said West line a distance of one hundred nine and fifty nine one hundredths (109.59) feet to a point, said line being said Northerly right of way line of the proposed Dual Highway; thence South Easterly along a curve convex to the South West having a radius of ten thousand seventeen and six one hundredths (10,017.06) feet and tangent to the last described course, said curve being said Northerly right of way line of proposed Dual Highway, a distance of seven hundred sixty two and two tenths (762.2) feet to the point of beginning; thence North Easterly along a line, a distance of two hundred forty five and eleven one hundredths (245.11) feet to a point in the aforesaid center line of Higgins Road as now traveled, said point being eight hundred ninety four and fifty one hundredths (894.51) feet from aforesaid West line of said Section thirty (30) as measured along said center line of Higgins Road, in Township 42 North, Range 9 East of the Third Principal Meridian, in Cook County, Illinois.

SEPARATE PARCEL 2

That part of the following described parcel lying Northerly of the North right of way line of Illinois State Route 72, and commonly known as New Higgins Road: The North East quarter of the South East quarter and the East half of the North East quarter of Section thirty-six (36), Township forty-two (42) North, Range eight (8) East of the Third Principal Meridian, also part of Section twenty-five (25) in Township and Range aforesaid bounded and described as follows, to-wit: Beginning at a point on the South line of said Section twenty-five (25), said point being the North West corner of the North East quarter of the North East quarter of Section thirty-

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six (36) in Township and Range as aforesaid, thence North eighty (80) degrees twenty-three (23) minutes West nine hundred forty-eight and five tenths (948.5) feet, thence North no (0) degrees fourteen (14) minutes West nine hundred twenty-five and nine tenths (925.9) feet, thence South eighty-one (81) degrees twelve (12) minutes East one thousand four hundred forty-seven and three tenths (1,447.3) feet, thence North four (4) degrees twenty-two minutes East two thousand three hundred sixty five (2,365) feet, thence South eighty (80) degrees nineteen (19) minutes East six hundred sixty-seven and nine tenths (667.9) feet to the East line of said Section twenty-five (25), thence South on said section line three thousand eighty-five and three tenths (3,085.3) feet to the South line of said Section twenty-five (25), thence West on said section line to the point of beginning, in Dundee Township, Kane County, Illinois.

## SEPARATE PARCEL 3

That part of the following described parcel lying Southerly of the South right of way line of Illinois State Route 72, and commonly known as New Higgins Road: The North East quarter of the South East quarter and the East half of the North East quarter of Section thirty-six (36), Township forty-two (42) North, Range eight (8) East of the Third Principal Meridian, also part of Section twenty-five (25) in Township and Range aforesaid bounded and described as follows, to-wit: Beginning at a point on the South line of said Section twenty-five (25), said point being the North West corner of the North East quarter of the North East quarter of Section thirty-six (36) in Township and Range as aforesaid, thence North eighty (80) degrees twenty-three (23) minutes West nine hundred forty-eight and five tenths (948.5) feet, thence North no (0) degrees fourteen (14) minutes West nine hundred twenty-five and nine tenths (925.9) feet, thence South eighty-one (81) degrees twelve (12) minutes East one thousand four hundred forty-seven and three tenths (1,447.3) feet, thence North four (4) degrees twenty-two minutes East two thousand three hundred sixty five (2,365) feet, thence South eighty (80) degrees nineteen (19) minutes East six hundred sixty-seven and nine tenths (667.9) feet to the East line of said Section twenty-five (25), thence South on said section line three thousand eighty-five and three tenths (3,085.3) feet to the South line of said Section twenty-five (25), thence West on said section line to the point of beginning, in Dundee Township, Kane County, Illinois.

## SEPARATE PARCEL 4

That part of the South East 1/4 of Section 13 and part of the North East 1/4 of Section 24, all in the Township 42 North, Range 8, East of the Third Principal Meridian, described as follows: Beginning at a point on the East line of the South East 1/4 of Section 13, 1299 feet North of the South East corner thereof; thence South 000 degrees, 27 minutes, 00 seconds West along the East line

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of said South East 1/4 1299 feet to the South East corner of said South East 1/4; thence South 000 degrees, 06 minutes, 00 seconds West along the East line of the North East 1/4 of said Section 24, 1348.1 feet to the Northerly line of said State Route No. 63; thence South 073 degrees, 20 minutes, 00 seconds West along said Northerly line 715.2 feet; thence Southwesterly along said Northerly line along a curve to the right 673.5 feet; thence North 002 degrees, 45 minutes, 00 seconds East 3024 feet to a point North 088 degrees, 42 minutes, 00 seconds West from the point of beginning; thence South 088 degrees, 42 minutes, 00 seconds East 1209.9 feet to the point of beginning (except therefrom that part of the North East 1/4 of said Section 24, described as follows: Beginning on the East line of said Quarter on the North right of way line of the State of Illinois Highway Route 63; thence North 650 feet along the East line of said Quarter; thence West 350 feet perpendicular to said East line; thence South 756.34 feet parallel with said East line and to said right of way line; thence Northeasterly 365.80 feet along said right of way line to point of beginning); in the Township of Dundee, Kane County, Illinois.

## SEPARATE PARCEL 5

The South half of Lot 1 and the South 5 acres of the North half of said Lot 1 (except that part of said Lot 1 and of said South 5 acres lying Southeasterly of the Northwesternly right of way line of Healy Road) in the Northwest Quarter of Section 30, Township 42 North, Range 9 East of the Third Principal Meridian in Cook County, Illinois. Also the South half of Lot 2 and the South 5 acres of the North half of said Lot 2 (except that part of said Lot 2 and of said South 5 acres lying Southeasterly of the Northwesternly right of way line of Healy Road) in the Northwest Quarter of Section 30, Township 42 North, Range 9 East of the Third Principal Meridian in Cook County, Illinois. Excepting the West 190.0 feet of the South half of said Lot 2 and Also excepting the West 190.0 feet of South 5 acres of the North half of said Lot 2 conveyed to the Commonwealth Edison Company by Document No., 18454231, recorded April 10, 1962.

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## EXHIBIT B

### SEPARATE PARCEL 1

That part of the East half of Section 24, Township 42 North, Range 8 East of the Third Principal Meridian described as follows: Beginning at the Southeast corner of said Section 24; thence South 89 degrees 30 minutes West along the South line of said Section 1514.7 feet; thence North 2 degrees 06 minutes East 3006.4 feet to a point 451.1 feet Southerly (measured along the last described line extended) from the Southerly line of State Route No. 63; thence South 87 degrees 54 minutes East 234 feet; thence North 2 degrees 06 minutes East 478.9 feet to the Southerly line of said State Route 63; thence Northeasterly along said Southerly line to the East line of said Section; thence South along said East line to the point of beginning, in the Township of Dundee, Kane County, Illinois.

### SEPARATE PARCEL 2

That part of the North East quarter of Section 25, Township 42 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning at the North East corner of said Section; thence South on the Section line 28 chains; thence North 80 1/2 degrees West, 15.09 chains more or less, to the South East corner of premises conveyed to James K. Smith by deed dated February 3, 1881, and recorded in Book 200, page 233, as Document 13594; thence North along said Smith's East line to the North line of said Section 25; thence East along the Section line 24.93 chains more or less, to the point of beginning, in Kane County, Illinois.

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Exhibit C

Development requirements for mobile home parks shall be as specified below:

1. The minimum area of any site to be developed as a mobile home park shall be five (5) acres, including rights-of-way and utility easements.
2. A mobile home park shall abut a publicly dedicated street for a minimum distance of sixty (60) feet.
3. The minimum setback from a public street shall be forty (40) feet. There shall be no parking permitted within the required setback.
4. All buildings, structures, and mobile home stands shall be located at least thirty (30) feet from any exterior property line not a street right-of-way line, except that accessory structures may be located in accordance with the provisions of section 23-27.
5. A mobile home park shall be equipped with private drives paved to a width of at least twenty (20) feet, measured from edge of pavement to edge of pavement, and graded to a width of at least thirty (30) feet for two-way traffic, and paved to a width of ten (10) feet and graded to a width of twenty (20) feet for one-way traffic.
  - a. A base course shall be applied the entire required paved width of drives and shall consist of at least four (4) inches of compacted crushed stone.
  - b. A surface course shall be applied the entire required paved width of drives and shall consist of at least one and one-half (1½) inches of thickness of plant mixed asphalt or Class "A" bituminous surface in conformance with Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.
  - c. Permanent street names approved by the planning commission shall be assigned to each private drive. Street name signs approved by the traffic engineering department shall be posted. The department of public works shall utilize approved private drives and approved names in the assignment of mobile home space identification numbers.

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6. The mobile home park shall be designed and graded in such a manner as to allow for the adequate runoff of storm water. Storm drains shall be provided with sufficient inlets located at points of surface water accumulation to adequately intersect surface flow.

7. A mobile home park shall be equipped with electricity, water and sanitary waste disposal facilities to the extent that convenient, safe and sanitary connections may be made with each mobile home in the park, in accordance with existing statutes and local ordinances.

8. Screening shall be utilized on all sides of a mobile home park. Consideration shall be given to topography, large trees, vegetation, site design and land uses in the evaluation of the extent of required screening. Whenever screening is required either a durable masonry wall, fence or berm, natural planting and landscaping, designed to be compatible with the character of adjoining properties shall be provided. Walls and fences shall be at least five (5) feet in height, but not greater than six (6) feet in height, measured from the ground along the common lot line of adjoining properties. Hedges or comparable natural plantings shall be planted at an initial height of at least three (3) feet and shall be of such variety that an average height of at least six (6) feet could be expected within no later than two (2) years from the time of planting.

9. Recreation areas shall be provided to meet the anticipated needs of the residents of the mobile home park. Provision of separate adult and tot lot recreation areas is encouraged. Not less than eight per cent (8%) of the gross site area shall be devoted to recreational uses. Recreation area includes space for community buildings and community use facilities, adult and child play areas, swimming pools, and drying yards. The design of recreation areas shall be appropriate for the intended use and location of the activity.

10. Site planning and improvements shall provide for the following:

a. Site planning should adapt to individual site conditions. An informal park type of site planning which conforms to terrain, existing trees and shrubs is preferred. The mobile home space should be fitted to the terrain with a minimum disturbance of the land. Existing trees and other natural site features shall be preserved to the extent practical. Variations in the street pattern, block shapes and location of mobile home stands should be employed. Excessive repetition of the principal elements of the plan is not acceptable.

b. Adequate protection shall be provided against any undesirable offsite views or any adverse influence from adjoining streets and areas, and protection of offsite residential areas from undesirable views and adverse influences from areas within the park. Consideration shall be given to the location and arrangement of mobile homes and of buildings, recreation and parking areas, the nature and extent of screening, setbacks, street design, and open space in the evaluation of the site plan and its relation to surrounding areas.

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11. Mobile home space requirements shall be as specified below.

a. A mobile home park shall be divided into mobile home spaces, the limits of which shall be clearly marked on the ground by permanent flush stakes. Each space shall be of sufficient size to meet minimum dimensional area and separation requirements based upon the anticipated size and character of the mobile home and its additions to be placed on the space. In no case, however, shall a space be less than three thousand (3,000) square feet per living unit in an area and no more than one mobile home shall be erected on one space.

b. Location of space limits on the ground shall be approximately the same as shown on the approved plans. The degree of accuracy obtained by working with a scale on the plan and then a tape on the ground is acceptable. Precise engineering of space limits is not required either on the plans or on the ground.

c. Each mobile home shall be erected or located on a permanently constructed stand of the characteristics as given in the following sections.

1. Each stand shall have two (2) columns of concrete footings placed at eight (8) foot intervals on center and so located to be under each I-beam of the mobile home to be placed on the stand. Four (4) columns of footings shall be required for stands designed for double wide mobile homes. The depth of excavation for footings shall be no less than six (6) inches into undisturbed soil. Each footing shall be a minimum of twenty-two (22) inches by six (6) inches deep. A minimum of three (3) four (4) foot anchors shall be installed on each side of the stand at twenty-five (25) foot intervals beginning at the front of the stand. The remaining area of the stand shall have at least a base of three (3) inches of compacted crushed stone.

2. The location of each mobile home stand shall be at such elevation, distance and angle in relation to the parking bay and the adjacent access drive that placement and removal of the mobile home is practical by means of customary moving equipment.

3. Each mobile home stand shall be situated no nearer than twenty (20) feet from any other stand and no nearer than twenty (20) feet to the right-of-way of any drive which provides common circulation to mobile home sites within the park.

4. No mobile home stand shall be located with direct access to a public street.

5. Attached structures such as an awning, cabana, storage cabinet, carport, windbreak, and porch which has a floor area exceeding twenty-five (25) square feet and roofed shall for purposes of all separation requirements be considered to be part of the mobile home stand.

d. For each mobile home there shall be constructed a permanent patio, located adjacent to or attached to the mobile home stand, and such patio shall be of the following characteristics:

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1. Each patio shall be at least 180 square feet in area.
2. Each patio shall have sufficient gradient to facilitate adequate drainage away from the mobile home stand.
3. Each patio shall have a well graded, well drained and compacted base and shall be portland cement concrete or masonry construction.

e. A walkway shall be constructed for each mobile home space and shall connect the parking bay and the patio where parking is provided for on the mobile home space and shall connect the patio and the drive where community parking areas are provided.

f. Parking areas for motor vehicles shall be provided at a ratio of two (2) parking spaces for each mobile home living unit. Parking may be provided on the mobile home space or in community bays. Each parking space shall be at least 180 square feet in area, have a minimum width of eight and one-half (8½) feet, and shall be surfaced with at least four (4) inches of compacted crushed stone.

Permitted uses within a mobile home park shall include:

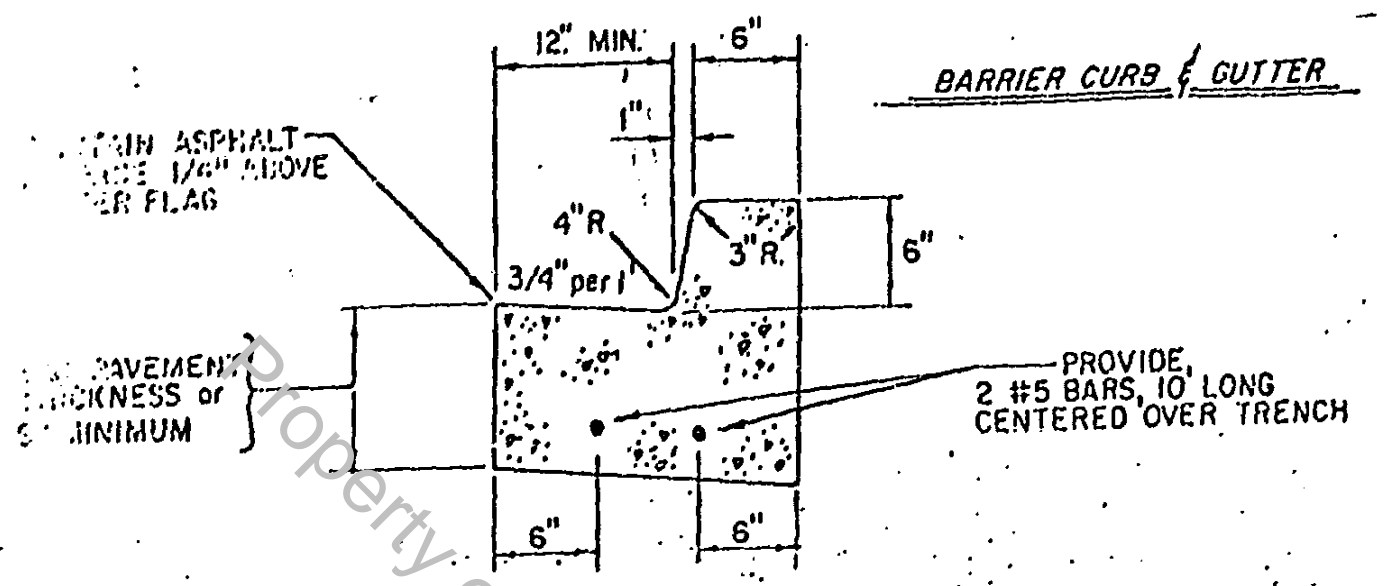
1. Mobile homes.
2. Caretaker's or manager's home or office.
3. Service building to house services for occupants of the mobile home park only, including management office, rest rooms, vending machines, washing and drying machines for domestic laundry and recreation facilities accessory to the mobile home park, and similar uses.
4. Mobile home sales for mobile homes to be located within the district shall be permitted only as such mobile homes are located on approved and established mobile home lots or spaces and stands.

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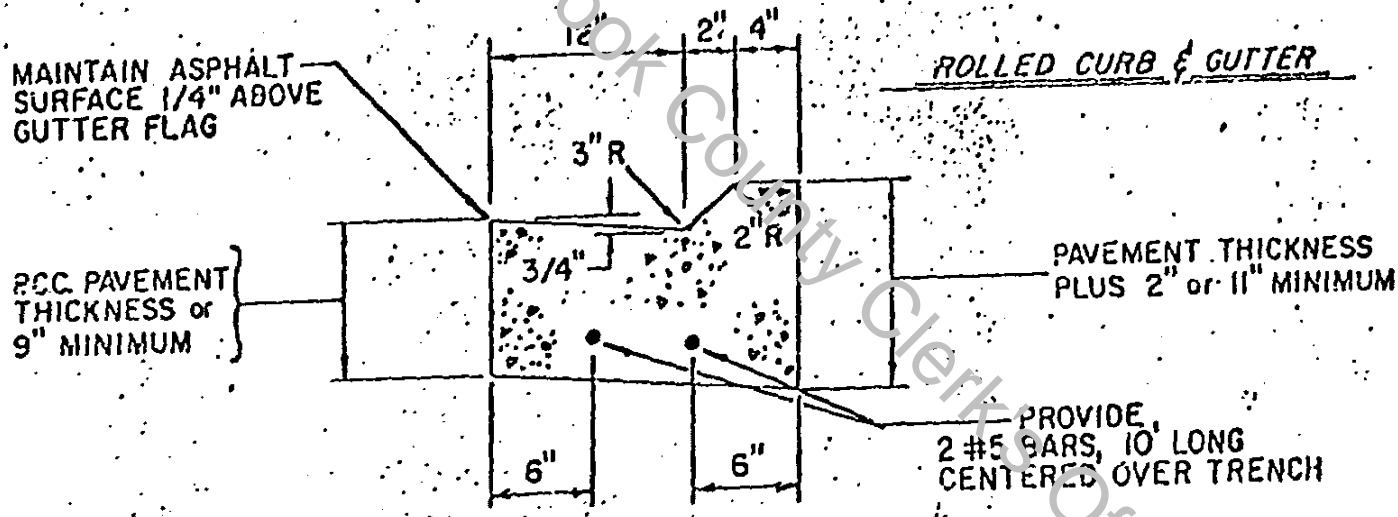
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(REFER TO I.D.O.T. STANDARD 2130)  
 (FOR BOTH BARRIER AND ROLLED CURB & GUTTER)



**NOTES:**

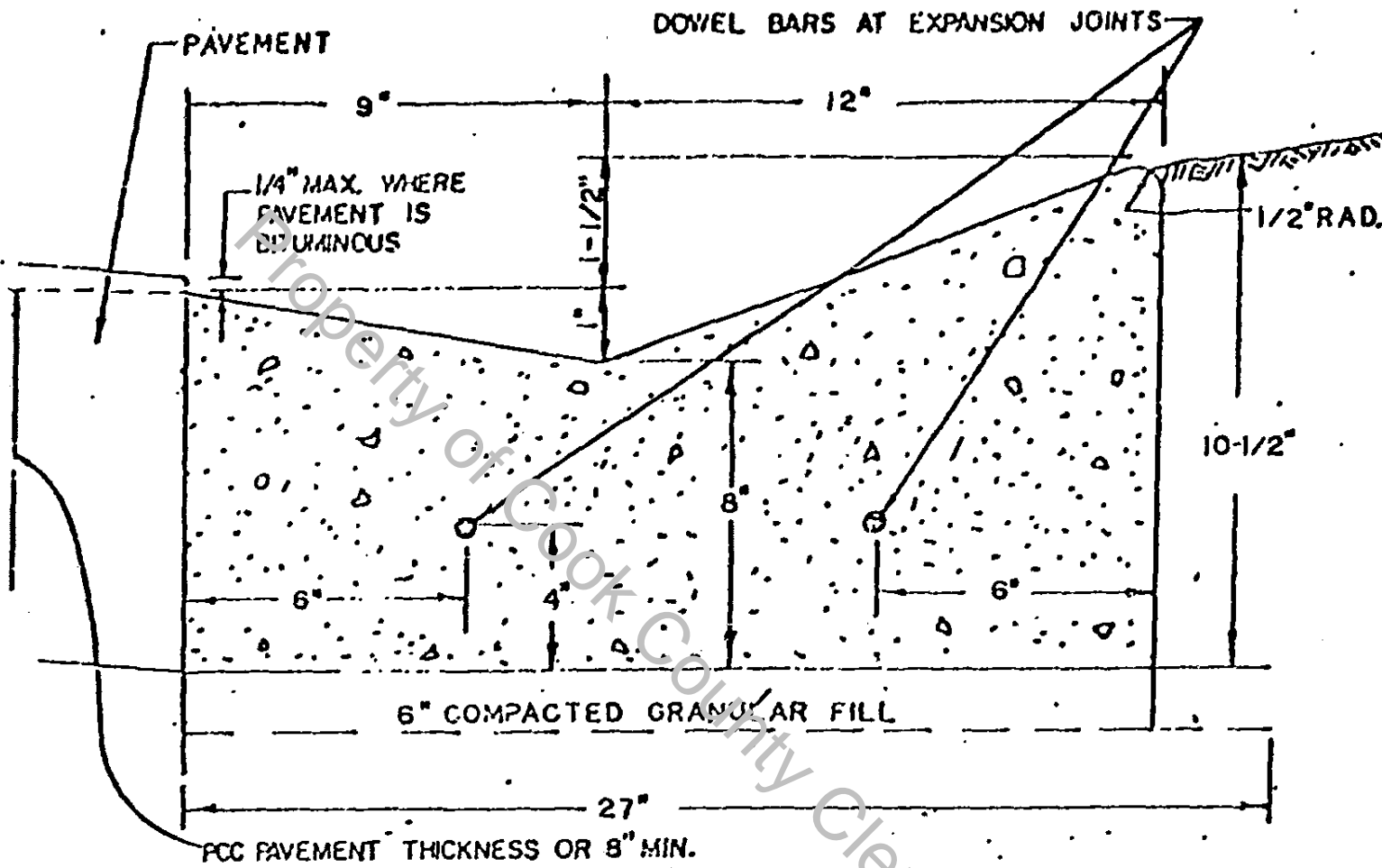
1. THE CURB AND GUTTER AS DETAILED ABOVE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE PORTIONS OF THE I.D.O.T. STANDARDS NOTED AND THE STANDARD SPECIFICATIONS OF THE VILLAGE.
2. EXPANSION JOINTS SHALL BE PROVIDED AT NO MORE THAN 100 FOOT INTERVALS, AT CONSTRUCTION JOINTS, AND AT POINTS OF CURVATURE FOR SHORT-RADIUS CURVES.
3. CONTRACTION JOINTS SHALL BE SAWED AT 20 FOOT INTERVALS OR AS THE VILLAGE ENGINEER MAY OTHERWISE DIRECT.

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## CONCRETE GUTTER, TYPE "B" MOD.



- NOTES: 1.) CONTRACTION JOINTS SHALL BE SAWED TO A MINIMUM DEPTH OF 2 INCH AND PLACED AT 10 FOOT INTERVALS.
- 2.) 3/4" THICK PREFORMED EXPANSION JOINTS SHALL BE INSTALLED AT 50 FOOT INTERVALS. PROVIDE 2-3/4" STEEL DOWEL BARS AT EXPANSION JOINTS.
- 3.) THE COST OF THE 6" COMPACTED GRANULAR FILL UNDER THE CURB IS INCIDENTAL TO THE COST OF THE CONCRETE GUTTER; TYPE B MODIFIED.

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## EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed or nor shall at any time be asserted or enforceable against the MAIN BANK or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

MAIN BANK.

By: *[Signature]*  
its: Trust Officer

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