

AGENDA

PUBLIC HEARING OF THE VILLAGE OF ALGONQUIN CORPORATE AUTHORITIES

Ganek Municipal Center ~ 2200 Harnish Drive ~ Algonquin, IL

Tuesday, November 2, 2021

7:25 PM

1. Call to Order
2. Roll Call – Establish Quorum
3. Confirmation of Proper Publication and Filing of Documents
4. Summary Overview of Proposed Annexation/Development Agreement with L&H Farm Limited Partnership, owner, and NorthPoint Development, LLC, developer. The annexation/development agreement is for the property assigned property identification numbers 03-07-200-006 and 03-07-200-007 and generally located east of Huntley Road, south of Longmeadow Parkway, west of Randall Road and northwest of the western terminus of Grandview Drive. It is presently in unincorporated Kane County
5. Receive Public Comments
6. Receive Village Board Comments
7. Adjournment

PUBLIC NOTICE

Notice is hereby given that on Tuesday, November 2, 2021, at 7:25 p.m. at the Village of Algonquin Ganek Municipal Center, in the Board meeting room, located at 2200 Harnish Drive, Algonquin, Illinois 60102, a public hearing will be held to consider a proposed annexation/development agreement with L&H Farm Limited Partnership, owner, and NorthPoint Development, LLC, developer. The annexation agreement is for the property assigned property identification numbers 03-07-200-006 and 03-07-200-007 and generally located east of Huntley Road, south of Longmeadow Parkway, west of Randall Road and northwest of the western terminus of Grandview Drive. It is presently in unincorporated Kane County.

A copy of the proposed annexation/development agreement is available for public inspection at the Village Hall during regular business hours. The public is invited to attend and participate in the hearing.

Fred Martin, Village Clerk
Village of Algonquin

ANNEXATION AND DEVELOPMENT AGREEMENT
NorthPoint Algonquin Industrial Campus

This Annexation and Development Agreement (“Agreement”) is made as of the 2nd day of November, 2021, by and between the Village of Algonquin, an Illinois home rule municipal corporation (the “Village”), and L&H Farm Limited Partnership (“Owner”) and NorthPoint Development, LLC (“Developer”). The Village, the Owner, and the Developer are sometimes individually referred to herein as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the Owner is the owner of record of certain parcels of real property generally located east of Huntley Road, south of Longmeadow Parkway, west of Randall Road and northwest of the western terminus of Grandview Drive, in Kane County, Illinois, which consists of approximately 163.14 acres and is legally described on **Exhibit A** attached hereto (the “Property”); and

WHEREAS, the Developer is the contract purchaser of that portion of the Property described as the Industrial Development Parcel in Article 3 below; and

WHEREAS, the Developer or its affiliate wishes to acquire and develop the Industrial Development Parcel same as a planned development in the B-P, Business Park District in accordance with the terms of this Agreement; and

WHEREAS, the Owner or its successor intends to develop of that portion of the Property described as the Commercial Development Parcel in Article 3 below as a planned development in the B-2, Business District in accordance with the terms of this Agreement; and

WHEREAS, the Parties have or will perform and execute all acts required by law to effectuate such annexation; and

WHEREAS, the Property is situated in the unincorporated area of Kane County and is contiguous to the incorporated territory of the Village; and

WHEREAS, there are no electors residing upon the Property to be Annexed; and

WHEREAS, in reliance upon the development of the Property in the manner proposed, the Parties have executed all petitions and other documents that are necessary to accomplish the annexation of the Property to the Village; and

WHEREAS in accordance with the powers granted to the Village by the provisions of the Illinois Compiled Statutes, 65 ILCS 5/11-15.1-1 through 5/11-15.1-5, inclusive relating to Annexation Agreements, and the Village’s authority as a home rule unit of local government, the parties hereto wish to enter into a binding agreement with respect to the annexation of the Property to the Village and to provide for various other matters related directly or indirectly to the annexation of the Property as authorized by the provisions of said statutes and home rule authority; and

WHEREAS, pursuant to due notice and publication in the manner provided by law, the appropriate zoning authorities of the Village have held such public hearing and have taken all further action required by the provisions of Illinois Compiled Statutes, Division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1, et seq.); and the ordinances of the Village relating to the procedure for the authorization, approval and execution of this Agreement by the Village.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the parties hereto agree as follows:

ARTICLE 1

INTRODUCTION

- A. The foregoing recitals are incorporated herein.
- B. The parties hereto enter into this Agreement pursuant to and in accordance with the provisions of the Illinois Municipal Code.
- C. The Owner and Developer have filed with the Village Clerk a petition for annexation of the Property to the Village conditioned upon the terms and provisions of this Agreement, which petition has been prepared, executed and filed in accordance with statutes, ordinances and the other requirements of the village.

ARTICLE 2

ANNEXATION; POSSIBLE DISCONNECTION

- A. The Owner and Developer have filed with the Village Clerk a duly executed petition pursuant to and in accordance with the provisions of 65 ILCS 5/7-1-8 to annex the Property to the Village subject to the approval of this Agreement. Concurrently with the execution of this Annexation and Development Agreement, the Village agrees to enact valid and binding ordinances (i) annexing the Subject Realty within the corporate boundaries of the Village (the “**Annexation Ordinance**”), and (ii) enacting those ordinances called for in Articles 3 and 4 below (with said Annexation Ordinance and the other ordinances called for in Articles 3 and 4 below being sometimes herein collectively referred to as the “**Annexation and Development Legislation**”).
- B. It is expressly understood that this Agreement, in its entirety, together with the aforesaid petitions for annexation, shall, at the request of the Owner and Developer, be null, void and of no force and effect unless the Annexation and Development Legislation is enacted by the Village contemporaneously with the adoption of this Agreement by the Village.
- C. The Owner and Developer have filed with the Village Clerk a Plat of Annexation which contains an accurate map of the Property. Said Plat of Annexation prepared by Manhard Consulting, Ltd. with revision date of August 23, 2021 is incorporated herein as **Exhibit B**.

- D. Unless, within one hundred twenty (120) days following the date the Village enacts the Annexation and Development Legislation (the “**Developer Title Acquisition Deadline**”), the Developer or its nominee documents to the Village’s reasonable satisfaction that it has acquired title to the Industrial Development Parcel then upon written demand from L&H Farm Limited Partnership or the Developer to the Village (with copies to all other Parties), or at the election of the Village upon prior notice to the Owner and Developer, the Village shall enact all ordinances required to (i) disconnect the Subject Realty from the corporate limits of the Village, (ii) abrogate any plat of subdivision of the Subject Realty that has, as of said date, been approved and recorded, and (iii) repeal the TIF Legislation (as defined in Article 17 below) (the actions in the foregoing clauses (i) through (iii) being collectively called the “**Disconnection Legislation**”), all for the purpose of nullifying the Annexation and Development Legislation and the TIF Legislation.
- E. The Village represents that there is no boundary agreement, order, restriction or other agreements that is binding upon the Village, and which would be violated by the Village’s annexation of the Property into the Village or the performance by the Village of its covenants as set forth in this Agreement.

ARTICLE 3

ZONING

- A. Contemporaneously with annexation of the Property, the Village shall adopt all necessary ordinances including, but not limited to, those amending the provisions of the Algonquin Zoning Ordinances (“Zoning Ordinance”) so as to provide for the following portions of the Property to be classified as Follows:
- (i) Lot 1 on the Preliminary Subdivision Plat (the “Commercial Development Parcel”) shall be classified within the Village’s B-2 Business District, General Retail classification planned development. The parties agree that future development will require submittal of a preliminary and final planned development.; and
 - (ii) Lots 2, 3, and 4 on the Preliminary Subdivision Plat, and any re-subdivisions or combinations thereof (collectively. the “Industrial Development Parcel”) shall be classified within the Village’s B-P Business Park District classification with the approval of a preliminary PUD to permit its development in substantial conformance to the Preliminary Industrial Development Plans as set forth in Section B of this Article 3
- B. Further, the Village agrees that the Industrial Development Parcel shall be developed in substantial compliance with the plans and documents submitted to the Village by the Developer, including the following, to wit:
- 1. the Preliminary Re-Subdivision Plat prepared by Manhard Consulting, Ltd. with latest revision date of _____;

2. Proposed Improvements for Algonquin Industrial Campus prepared by Manhard Consulting Limited with latest revision date of _____, 2021;
3. Wetland Delineation Report prepared by Encap Incorporated dated July 9, 2021.
4. The Site Plan Exhibit prepared by Manhard Consulting, Ltd. with latest revision date of _____, 2021;
5. the Preliminary Landscape Plan prepared by Manhard Consulting, Ltd. with latest revision date of _____, 2021;
6. the Preliminary Engineering Plans prepared by Manhard Consulting, Ltd. with latest revision date of August 23, 2021;
7. the Architectural Plans prepared by Studio North Architecture with latest revision date being _____, 2021
8. the Autoturn-Firetruck plan prepared by Manhard Consulting with latest revision date of _____, 2021;
9. The Phasing Plan prepared by Manhard Consulting, Ltd. with latest revision date of July 23, 2021;
10. The approved departures set forth Schedule 3C attached hereto; and
11. _____

along with all attachments on file with the Village, with any additional conditions approved by the Village Board, all of which are incorporated herein by this reference (collectively the **“Preliminary Industrial Development Plans”**). Concurrently with the execution of this Agreement, the Village shall enact an ordinance approving the Preliminary Industrial Development Plans as part of the Village’s preliminary planned unit development approval for the Industrial Development Parcel. Prior to development of any portion of the Industrial Development Parcel, the Developer shall obtain approval from the Village Board of Trustees of final planned development plans for the Industrial Development Parcel, which the Village shall approve so long as they are in substantial conformance with the Preliminary Industrial Development Plans and with all conditions of approval, if any, included in the approving ordinances and this Agreement (the **“Final Industrial Development Plans”**).

C. For the avoidance of doubt, hereby approved as departures from the general codes and ordinances of the Village as to (i) the Commercial Development Parcel are those items set forth in Part 1 of Schedule 3C attached hereto, (ii) the Preliminary Industrial Development Plans for the Industrial Development Parcel are those departures from the general codes and ordinances of the Village as are (A) set forth on Parts 1 and 2 of Schedule 3C attached hereto and (B) depicted on (or reasonably inferable from) the Preliminary Industrial Development Plans.

D. Owner intends to initially retain ownership of the Commercial Development Parcel. Prior to development of any portion of the Commercial Development Parcel, the Owner or its successor shall obtain approval from the Village Board of Trustees of preliminary and final planned development plans.

ARTICLE 4

SUBDIVISION, PLATTING AND INITIAL CONSTRUCTION

- A. Contemporaneously with the execution of this Annexation and Development Agreement, the Village Board of Trustees shall adopt an ordinance authorizing the execution by the Village of that certain two-lot final plat of subdivision of the Property as prepared by Manhard Consulting Limited dated _____ with last revision date of _____ (the “Two-Lot Final Plat of Re-Subdivision”). The Village shall cause said Two-Lot Final Plat of Re-Subdivision to be promptly recorded with the office of the Recorder of Deeds of Kane County, Illinois. It is acknowledged that the execution and recording of said Two-Lot Final Plat of Re-Subdivision shall not, in and of itself, entitle the Owner or Developer to proceed with development of any portion of the Property.
- B. The Developer has submitted to the Village a preliminary plat of resubdivision of the two lots created by the Two-Lot Final Plat of Re-Subdivision in accordance with that certain Preliminary Plat of NorthPoint Algonquin Industrial Campus prepared by Manhard Consulting Limited dated _____ with last revision date of _____ (the “Preliminary Re-Subdivision Plat”). Concurrently with the execution of this Annexation and Development Agreement, the Village shall adopt an ordinance approving said Preliminary Re-Subdivision Plat.
- C. Within one hundred eighty (180) days following the Village’s approvals of this Agreement and the enactment of the Annexation and Development Legislation, (i) the Developer and Owner shall submit to the Village for approval a final plat of re-subdivision as to all of the Property depicted in the Preliminary Re-Subdivision Plat (the “Final Plat of Re-Subdivision”) along with the final engineering required by Village, and (ii) the Developer shall submit to the Village final PUD plans with respect to the Industrial Development Parcel only. Provided the aforesaid materials are found to be in substantial conformance to the Preliminary Re-Subdivision Plat and the Preliminary Industrial Development Plans, respectively, and, except as to departures otherwise approved in this Agreement, to comply with the Algonquin Subdivision Ordinance (“Subdivision Ordinance”), the Village shall process and review in accordance with Illinois law .
- D. Except as provided in Article 7 below, the Developer or the Owner may submit final plans and/or plats of subdivision for one or more of the lots contemplated by said Preliminary Re-Subdivision Plat at any time during the term of this Agreement to allow for the phasing of development of the Property in such manner as the Developer or Owner may determine, so long as such phasing does not violate this Agreement of the Zoning Ordinance or Algonquin Subdivision Ordinance (“Subdivision Ordinance”) and provides for orderly installation of public improvements. Subject to Section 7 below, the Developer and Owner each agrees to complete those portions of the public improvements necessary to fully service the Development. The Village shall approve the final plans and/or plats of subdivision so submitted, provided that such plans and/or plats substantially conform with the Preliminary Industrial Development Plans and otherwise meet all the requirements of the Village ordinances as modified by this Agreement, conditions imposed by the Village Board and contained in the ordinances approving the final development plan not otherwise inconsistent with the density permitted under this Agreement, and are platted to insure contiguity and proper service for the public improvements to each portion of the Property for which final plat approval is sought.

- E. The portion of public improvements that the Developer shall complete for each development phase for which final plat approval is sought shall also include completion of those portions of the off-site public improvements, such as detention areas, streets, water main and sanitary sewer connections, and bike lane to the extent reasonably necessary to service the land for which final plat approval is sought. Surety bonds or letters of credit, in accordance with this Agreement, shall be furnished by the Developer for any such off-site public improvements. The Village shall review and, if found to be in compliance, approve and accept the public improvements for each phase in the same manner as if each phase was a separate subdivision.
- F. Upon payment of all the platting fees identified in Article 6 of this Agreement the Village agrees to execute applications for Illinois Environmental Protection Agency (“IEPA”) permits for the extension of municipal utilities upon submittal by the Developer of final engineering plans with the understanding that the execution of said application shall not be considered an approval of final engineering and that no construction shall commence until final engineering has been approved by the Village, save and except as permitted in Article 5 A. hereof.
- G. Any modification to an approved plan which may be hereinafter sought by the Developer or Owner and which is deemed minor by the Village Manager may be approved by the Village administratively without submitting the modification to the Planning and Zoning Commission or any committee of the Village Board. Any modification deemed to be a major modification shall be submitted to the Village for review in accordance with the procedures outlined in applicable sections of the Village’s ordinance in effect at the time that the major modification is submitted. Any changes, whether they are determined to be major or minor, shall not be considered a revision to this Agreement.
- H. Developer agrees to complete the public improvements which the Village requires in order to insure adequate service to the Development. The Village shall review and, if found to be in compliance, approve and accept the public improvements within a reasonable time consistent with Village acceptance practices and procedures. The public improvements that the Developer shall complete are the detention areas, storm water management system, streets, water mains, and sanitary sewers to the boundary line of the Property with connections as required to the extent reasonable necessary to service the Development. Letters of Credit in accordance with this Agreement shall be furnished by the Developer for any such off-site public improvements.
- I. The Final Plan for the Industrial Development Parcel shall be accompanied by a Declaration of Covenants, Conditions and Restrictions (“CCR’s”), which shall provide for the formation of a property owners Association (“Association”). The Association shall be responsible for the maintenance of the detention areas, common areas, and open space, common subdivision signage, common area landscaping and private streets, if any, (collectively, “Common Area Maintenance”). The CCR’s shall be submitted to the Village Staff and Village Attorney for review and approval as part of the final planned development approval process for the Industrial Development Parcel. The CCR’s shall be recorded immediately subsequent to the recording of the Final Plat of Re-Subdivision for the Industrial Development Parcel, and the Village may withhold building permits until such

time as the CCR's are properly recorded. The Association shall not amend its CCR's with regard to these Common Area Maintenance obligations or dissolve the Association without the consent of the Village. The approved restrictive covenants with respect to Common Area Maintenance shall not be revised so that they adversely affect the Village's rights nor shall the Association be dissolved without the consent of the Village.

- J. Should the Association fail to perform its obligations with respect to the Common Area Maintenance, the Village may, but shall not be obligated to, perform this work and costs incurred in connection therewith shall be assessed against the owner(s) of the property in the Association.
- K. Upon payment of all the platting fees listed in Section 6-1.1 of this Agreement and the posting of letters of credit or performance bonds satisfactory to the Village, and after final plat and engineering approval and prior to recording of any phase of the Property, mass grading, excavation, storm water detention related to the construction of public improvements may proceed at the Developer's sole risk, provided that the final erosion control plan has been approved by the Village Engineer, the detailed improvements plans and specifications have been submitted to the Village Engineer and the Village Engineer and Public Works Director have given approval to the portion of the plans relating to grading and all erosion and siltation control measures shown on the plans or required by the Village Engineer and Public Works Director are in place. Where and to the extent that stream, floodplain or wetlands exist on the site, no grading shall be undertaken until the required state and federal permits, if needed, have been filed with the Village Engineer and approved by all appropriate agencies.
- L. As to any future resubdivision or combination of lots sought after the approval of the original Final Plat, the Village agrees that it will consider both a preliminary and final resubdivision (plat of consolidation) at the same time and as a single request.

ARTICLE 5

TREE PRESERVATION

- A. The Property, as it currently exists, has no trees of any significance, and as such, the Village waives its requirement that any tree survey be provided to the Village and further waives the Tree Replacement requirements or Fee in lieu thereof as outlined in 5.15 of the Municipal Code, as may be amended from time to time.

ARTICLE 6

FEES

Developer shall pay the following fees to the Village:

- A. Annexation Fees: Within 10 days after passage of an ordinance annexing the Property, an annexation fee of \$1,000.00 shall be paid by the Developer for each gross acre or prorated for any part thereof contained on the entire Property.
 - B. Platting Fees: Developer shall pay to the Village at the time of approval of the initial Final Plat of Re-Subdivision and before the execution, recording and filing of the final plat of
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subdivision, a platting fee shall be paid by the Developer to the Village. The platting fee shall be calculated as follows:

\$1,000.00 for each acre, pro-rated for portions of an acre, based upon the gross area of the Property.

- C. Building Permit, Certificate of Occupancy and Tap-On Fees: As part of the issuance of each building permit for the construction of a building on the various lots within the Industrial Development Parcel or the Commercial Development Parcel, the Developer or the Owner, respectively, shall pay building permit fees, certificate of occupancy fees, tap-on fees and other similar fees shall be payable at time of permit and in accordance with this Agreement and the Village ordinance in existence as may be amended from time to time and as applied generally in the Village. After receipt of all proper and necessary documents and a complete application and the payment of all applicable fees, the Village shall, within a reasonable time consistent with the Village's practices and procedures, issue building permit or Certificates of Occupancy, as the case may be.
- D. Fire District Review Fee: Prior to the issuance of any building permits, the Developer shall pay a review fee of \$0.10 per square foot of industrial development contemplated to occur on the Industrial Development Parcel to the Algonquin/Lake in the Hills Fire Protection District. Similarly, as part of a subsequent final PUD application by the Owner or its successor as to the Commercial Development Parcel, the Owner or its successor shall pay a review fee of \$0.10 per square foot of proposed commercial buildings development contemplated to occur on the Commercial Development Parcel to the Algonquin/Lake in the Hills Fire Protection District
- E. Kane County Road Improvement Fee: The Developer shall pay a road improvement impact fee to Kane County prior to the Village's issuance of a building permit for any lot within the Industrial Development Parcel. The Owner or its successor shall pay a road improvement impact fee to Kane County prior to the Village's issuance of a building permit for any lot within the Commercial Development Parcel. The amount of the impact fee will be determined by Kane County.
- F. Public Art Fee: At the time a building permit for any building within the Industrial Development Parcel is issued, the Developer shall pay a Public Art Fee of \$25 for each unit within the Industrial Development Parcel. At the time a building permit for any building within the Commercial Development Parcel is issued, the Owner or its successor shall pay a Public Art Fee of \$25 for each unit within the Commercial Development Parcel
- G. Other Fees: Developer agrees to reimburse the Village for reasonable attorneys' fees, planning consultants, engineering consultant's costs and any other professional costs incurred by the Village in connection with (i) the initial annexation, zoning, and platting of the entire Property, (ii) any subsequent re-zoning or re-platting the Industrial Development Parcel, and (iii) the construction and utility inspections for the public improvements required by the Final Engineering approved as part of the initial Final Plat of Re-Subdivision, and shall execute a Village Reimbursement of Fees Agreement. Upon request by the Developer, the Village shall furnish detailed invoices for services provided by the

Village's retained consultants. If required deposits are depleted and not restored within 30 days of notice from the Village, no new building permits shall be reviewed or approved until said deposits are restored. The Owner or its successor shall pay any and all such fees as to any further development of the Commercial Development Parcel.

- H. Recapture: The Village acknowledges that to the best of its knowledge there are no recaptures due and owing from the Developer.
- I. Water/Sewer Connection Fees: Developer, and its successors and assigns shall be obligated to pay all sanitary sewer and potable water connection fees pertaining to connections made to serve development within the Industrial Development Parcel in accordance with Village ordinances in effect at the time of development, provided such ordinances are uniformly applied to all properties in the Village. Upon payment of same by the Developer or its successors or assigns, physical connections shall be allowed. Similarly, Owner, and its successors and assigns shall be obligated to pay all sanitary sewer and potable water connection fees pertaining to connections made to serve development within the Commercial Development Parcel in accordance with Village ordinances in effect at the time of development, provided such ordinances are uniformly applied to all properties in the Village. Upon payment of same by the Owner or its successors or assigns, physical connections shall be allowed.


ARTICLE 7

IMPROVEMENTS

- A. Upon payment of all the platting fees listed in Article 6 of this Agreement and upon submittal of satisfactory documents by the Developer or Owner (as the case may be), the Village shall timely execute all permit applications submitted by the Developer or Owner necessary to apply for permits from the Army Corps of Engineers, IEPA and any other public or private agencies from whom permits may be required and shall cooperate with the Developer or Owner (as the case may be) in the securing of permits from such agencies.
- B. Upon the recording of the Final Plat of Re-Subdivision described in Section 4C above, the Developer shall be responsible for the construction and installation of those public improvements and utilities consisting of storm sewers, sanitary sewers, water mains, streets and appurtenant structures as are required to made and as were approved in the Final Engineering Plans approved with respect to said Final Plat of Re-Subdivision, are needed to adequately service the Property and to have facilities available for the use of adjacent properties in accordance with the Preliminary Industrial Development Plans, applicable Village ordinances and requirements and the following additional standards:
 - 1. Roadways, Right-of-Way and Pavement Width: Developer shall construct all streets and other public improvements in accordance with applicable Village ordinance and the Preliminary Industrial Development Plans as may be modified by the Village's review and approval of the final engineering plans. The Preliminary Industrial Development Plans, as approved by the Village Engineer and Public Works Director, sets forth the required rights-of-way, the required pavement cross sections and the pavement widths.

2. Sanitary Sewers: The Developer shall be permitted to construct overhead sanitary sewer service lines for the individual buildings that are at depths less than that necessary to drain the basement by means of gravity alone. Note – the E-One system may not need this requirement.
3. Subsurface Utilities: All new utilities to be installed in conjunction with development of the Property, both offsite and onsite, to include storm sewers, water mains, electric, gas, telephone and cable television (sanitary sewers are addressed in Article 7-B.2 hereinabove) shall be installed underground. In addition, Developer shall cause all existing overhead utility lines adjacent to the Property to be placed underground at Developer's expense.
4. Off-Site Public Improvements: Developer shall be responsible for the construction and installation of those public improvements and utilities consisting of storm sewers, water mains and sanitary sewers, streets and appurtenant structures as described on the Preliminary Industrial Development Plans to adequately service the Property.
5. Wastewater Treatment: The Village currently has, and agrees to reserve sufficient capacity within its wastewater treatment facility to serve the approved development of the Property. Payment of the tap-on fees shall be on a per unit basis payable at the time of issuance of individual building permits. Subject to restrictions that may apply generally to all developers within the Village and subject to the availability of IEPA permits, Developer shall be entitled to, and the Village agrees to provide wastewater treatment capacity for all the homes planned for the Property upon the payment of the tap-on fee.
6. Water Supply: The Village has a fully functional potable water supply system sufficient to serve the proposed development of the Property subject to restrictions that may apply generally to all developers within the Village and subject to the availability of IEPA permits for water main extensions. The Village will assure potable water capacity to all units upon the payment of tap-on fees.
7. Storm Sewer: Developer will install and construct an on-site storm water detention facility as approved by the Village Engineer and Public Works Director. The discharge for said storm water facility shall incorporate an infiltration basin system, generally consistent with the Preliminary Industrial Development Plans.
8. Easements and Access: The Village shall, upon the request of the Developer, grant to utility companies which may provide utilities access to any part of the Property for construction and maintenance of utility easements over, under, across or through property owned or controlled by the Village as are necessary or appropriate for the development of the Property in accordance with the provisions of this Agreement, the Preliminary Industrial Development Plans or any approved preliminary or final plat for any development phase of the Property. Owner/Developer agree to cooperate with the Village to reasonably see that the most aesthetic equipment offered by the utility companies is used. Developer agrees to grant to the Village easements on the Property

required from time to time for utility purposes, including access and maintenance thereof, at locations mutually satisfactory to the Village and Developer.

9. The Preliminary PUD Plans for the Industrial Development Parcel contemplate that the Developer will, at its expense, extend Grandview Drive to the west of Randall Road to that point as shown on said plans (the “**Grandview Drive Extension**”). The Village acknowledges that the overall functionality of the Property will be enhanced by the Grandview Drive Extension. It is acknowledged that, if so extended, said Grandview Drive Extension will exist within the territorial jurisdiction of the Village of Carpentersville. Within ninety (90) days following the Village’s approvals of this Agreement and the enactment of the Annexation and Development Legislation, (i) the Owner shall petition the Village of Carpentersville to annex the minimum amount of the Owner’s property south of the that part of the Owner’s land south of the Property necessary to bring within the Village of Carpentersville the Owner’s land on which the Grandview Drive Extension is to be constructed (the “**Annexation Strip**”), the cost of which petition and related submittals shall be paid for by the Developer) and (ii) upon annexation, the Developer, at its expense shall formally petition and apply to the Village of Carpentersville and to the Kane County Division of Transportation (“**KDOT**”) for its / their consent and issuance of all required permits required to enable the Developer to lawfully construct the Grandview Drive Extension, to be constructed at the expense of the Developer in accordance with the geometrics as generally shown on the Preliminary Industrial Development Plans, and specifically without any requirement for the installation of a traffic sign at its intersection with Randall Road (collectively, the “**Grandview Drive Extension Permits**”). The Village of Algonquin hereby agrees to use good faith efforts to enter into an intergovernmental agreement (“**IGA**”) with the Village of Carpentersville providing, to the extent requested by said Village of Carpentersville, that until the farmland situated immediately south of the proposed Grandview Drive Extension is annexed and developed into the Village of Carpentersville, the Village of Algonquin will, at its expense, assume the responsibility for the maintenance and snow plowing of said Grandview Drive Extension. Developer does have the obligation to install a traffic signal at Broadsmore. 

For the avoidance of doubt, in connection with the approval of any preliminary and/or final PUD plans or other development approvals requested with respect to the Commercial Development Parcel by the Owner subsequent to the date of this Agreement, all required public improvements shall be made by the Owner or its successor, and not by the Developer.

10. Developer shall construct at least 2 high-capacity EV Charging stations at each development pad.
11. Developer and Owner both agree to make a good faith effort to include in their respective building permit applications a proposed construction and design aimed at qualifying such construction for certification under the Leadership in Energy and Environmental Design (“**LEED**”) v4 for Building Design and Construction (as defined in the LEED update of July 25, 2019)..

- C. Developer shall execute a Public Improvements Completion Agreement and complete all on-site and off-site improvements required to be made in connection final engineering plans approved in connection with the Final Re-Subdivision Plat in accordance therewith.
- D. The Village agrees that, at the request of the Developer or the Owner (as the case may be) the Village will issue building permit(s) for the construction of noncombustible building components on the Property prior to the completion of utilities and streets. Conditions of any such building permit(s) shall be that the Village's Building Commissioner or his designee are satisfied that (i) access to the proposed building site(s) by fire and emergency vehicles ("Emergency Vehicular Access") is safe and adequate and (ii) the Developer or Owner (as the case may be) enters into a hold harmless and indemnity agreement in a form approved and as required by the Village's Corporation Counsel. The Developer or Owner (as the case may be) shall also be allowed to construct both combustible and non-combustible parts of such structure even before water for fire protection purposes is provided, so long as the Developer or Owner enters into a hold harmless and indemnity agreement in a form approved and as required by the Village's Corporation Counsel. Without limiting the generality of the foregoing, the parties further agree with respect to the conditions of Emergency Vehicular Access that:
 - a. such conditions shall be deemed satisfied as to any building proposed to be constructed on a lot abutting Randall Road, Longmeadow Parkway, or Huntly Road; and
 - b. such conditions may also be satisfied by the installation of the gravel road base intended to serve as the base for the right-of-way approved by the final plat.

ARTICLE 8

OFF-SITE STREETS AND CONSTRUCTION TRAFFIC

The Developer shall be responsible for the repair of any damage to any Village street or road resulting from development and construction activities on the Industrial Development Parcel. Similarly, the Owner shall be responsible for the repair of any damage to any Village street or road resulting from development and construction activities on the Commercial Development Parcel.

ARTICLE 9

GUARANTEES AND LETTERS OF CREDIT

- A. It is understood that prior to the construction of any streets or other public improvements, Party proposing such construction (be it the Owner or the Developer) shall submit the required plans, final plat, specifications and engineer's estimate of probable cost for approval by the Village Engineer and Public Works Director, as provided herein, after which and upon providing the required letter of credit or surety bond, and after final plat approval and the issuance of a site development permit, the Party receiving the permit may proceed to construct said streets and other public improvements. Upon installation of the roadway base and binder course asphalt paving, and upon completion of other portions of the improvements, the letter of credit or surety bond may be reduced to an amount which,

in the opinion of the Village Engineer, is sufficient to ensure completion of the work yet to be performed subject to Section 9-B below.

The Owner or the Developer (as the case may be) shall make all public improvements in accordance with the approved final engineering plans and, to the extent not modified herein, to the applicable ordinances of the Village and pursuant to the terms of this Agreement and the Parties' Public Improvement Completion Agreement, which will be constructed in accordance with the approved final engineering plans and the Owner/Developer's phasing plan. The Party undertaking the construction of such public improvements, and such Party's agents, assigns or successors shall guarantee the performance and fulfillment of any such requirements by submitting a customary payment and performance bond or letter of credit in favor of the Village in form and substance acceptable to the Village, issued by a reputable financial institution having assets in excess of \$100,000,000, in the amount of 120 percent of the cost of the improvements as approved by the Village Engineer and the Public Works Director.

- B. The Village may reduce such bond or letter of credit within 60 days after the Party that has posted the security request to the Village Engineer and Public Works Director to inspect the completed improvements or issue a denial within said period of time informing the Owner/Developer specifically as to what corrections are necessary to allow the reduction. Owner and Developer agree not to request a reduction to any one bond more than once every three months. Any request by the Developer for a reduction in its bond will be denied in the event the Developer is indebted to the Village or otherwise in violation of this Agreement and/or Village ordinances, until such time as the violations are corrected or payment made. Similarly, any request by the Owner for a reduction in its bond will be denied in the event the Owner is indebted to the Village or otherwise in violation of this Agreement and/or Village ordinances, until such time as the violations are corrected or payment made
- C. Upon completion of the improvements and acceptance by the Village, the payment and performance bond shall be released. A maintenance bond equal to 15 percent of the approved total estimated cost shall be provided in accordance with the Subdivision Ordinance.

ARTICLE 10

CONSTRUCTION FACILITIES AND SIGNS

- A. Prior to commencement of construction, Developer or Owner (as the case may be) may submit to the Village a plan showing the location of all proposed temporary construction office and sales trailers, which shall be subject to the approval of the Village Building Commissioner. Site plan shall indicate the general location of where all construction trailers, shall be located. Developer and Owner shall each be permitted a temporary office trailer to serve as the construction office. Said construction trailers shall be located at sites approve by the Building Commissioner. Sewer and water need not be connected to the temporary office and construction trailers. At a minimum, a gravel driveway shall be provided to accommodate vehicular travel to all temporary office and construction trailers.

The Developer agrees to hold the Village harmless for any liability associated with the installation and operation of said the temporary office and construction trailers by the Developer. Similarly, the Owner agrees to hold the Village harmless for any liability associated with the installation and operation of said the temporary office and construction trailers by the Owner

- B. All signage shall be in strict conformance with the Sign Code.

ARTICLE 11

VILLAGE ORDINANCES

- A. The subdivision and zoning standards for public improvements on the Property shall be governed by the final engineering and Final Plat as approved by the Village Engineer and the Public Works Director. In no event shall any amendment to or modification of any more restrictive ordinances, codes or regulations apply to use, lot sizes shown on the Preliminary Plan or the bulk regulations, such as yards, building heights, floor/area ratio or the like, applicable to the lots from what said ordinances, codes and regulations were on the date of this Agreement, except as modified by this Agreement. The Village agrees to use its best efforts to give Developer prior written notice of any other amendments, modifications or new ordinances, codes and regulations
- B. Except as otherwise provided in this Agreement, the Village codes and ordinances, as amended from time to time, shall apply to the development of the Property.
- C. If, during the term of this Agreement, except as otherwise specifically agreed upon in this Agreement, any existing, amended, modified or new ordinances, codes or regulations affecting the zoning, subdivision, development, construction of improvements, building or appurtenances, or any other development of any kind or character upon the Property, are amended or modified in a manner to impose less restrictive requirements on development of, or construction upon, properties in similarly zoned and developed parcels within the Village (whether or not encompassed by agreements of annexation), then the benefit of such less restrictive requirements shall inure to the benefit of the Developer, and anything to the contrary contained herein notwithstanding, the Developer may elect to proceed with respect to the development of, or construction upon, the tract with the less restrictive amendment or modification applicable generally to all properties within the Village.
- D. The Village, the Owner, and the Developer, and their successors and assigns may, by mutual consent, change, amplify or otherwise agree to terms and conditions other than those set forth in this Agreement by the adoption of any ordinance by the Village amending the terms of this Agreement and the acceptance of same by Developer, subject to the provisions of 65 ILCS 5/11-15.1-1. However, only the written approval of the legal titleholder of an interest in any portion of the Property subject to the amendment (the legal titleholder of the property subject to the amendment) shall be required to effect an amendment to this Agreement.

- E. In the event of any conflict between this Agreement and any codes or ordinances of the Village, the provisions of this Agreement shall prevail to the extent of any such conflict or inconsistency.

ARTICLE 12

SALE OF PROPERTY

- A. It is expressly understood and agreed that (i) the Developer may sell or convey all or any part of the Industrial Development Parcel and / or (ii) the Owner may sell or convey all or any part of the Commercial Development Parcel, in either case to a purchaser (hereafter a “Successor Developer”), and upon each sale or conveyance, the Successor Developer shall be bound by and entitled to the benefits and obligations of this Agreement subject to the terms and conditions herein. When any such Successor Developer agrees to assume Developer’s obligations hereunder, and when the Village is notified of such proposed purchase and agreement, the Village hereby covenants and agrees that it shall consent to such assumption, and that it shall release the selling Developer or Selling Owner, as the case may be, from its respective obligations hereunder with respect to that part of the Property so purchased, but only on the following conditions precedent to such sale and purchase:
1. Provision has been made that all such public improvements required by this Agreement to complete all development responsibilities or Village ordinance or contemplated by any plat for the development of the parcel being sold will be installed and guaranteed in accordance with Article 9 of this Agreement and the ordinances of the Village; and
 2. The Village has remaining in place some reasonable assurances of performance to assure the Village that any development responsibilities not yet satisfactorily completed by the Developer anywhere on the Property will be completed by the Successor Developer; and
 3. All monetary obligations of the selling Developer or Owner (as the case may be) due to the Village as of the time of conveyance and attributable to the Property conveyed have been satisfied in full; and
 4. The Successor Developer shall assume all unsatisfied obligations of the selling Developer or Owner (as the case may be) relating to the purchased tract as set forth in an agreement between the Developer or Owner and the Village;
 5. The Village shall not unreasonably exercise its right to deny release herein.



ARTICLE 13

WINTER MAINTENANCE

Until the Village accepts the streets in the Property, the Village shall have no obligation to keep the same plowed of ice and snow. It is agreed however, that any area that shall be or is likely to be

occupied in whole or in part between November 15 and April 30 of the following year, the Village shall furnish, subject to availability, complete labor and material necessary for the removal of snow and ice from the streets constructed within such phase, provided the Developer and the Village have executed the Village's customary form of sub-agreement entitled *Winter Maintenance Agreement*. In the event a *Winter Maintenance Agreement* is not executed by the Developer and the Village, the provisions of Chapter 22, Algonquin Subdivision Ordinance, of the Algonquin Municipal Code (particularly Section 22.08-J2) shall apply to the winter maintenance of such streets.

ARTICLE 14 **MISCELLANEOUS**

- A. If any provision of this Agreement (except those provisions relating to the requested rezoning of the tract identified herein and the ordinances adopted in connection therewith), or its application to any person, entity or property is held invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect the application of validity of any other terms, conditions and provisions of this Agreement and, to that end, any terms, conditions and provisions of this Agreement are declared to be severable.
- B. If, for any reason during the terms of this Agreement, any approval or permission is granted hereunder regarding plans or plats of subdivision or zoning are declared invalid, the Village agrees to take whatever action is necessary to reconfirm such plans and zoning ordinances effectuating the zoning, variances and plat approvals proposed herein.
- C. All obligations of the Developer in this Agreement, including monetary obligations in existence now as well as those which may come to exist in the future as a result of this Agreement, shall constitute covenants running with the land and such monetary obligations shall also be liens upon the land. Developer hereby consents to the filing of a lien on the tract for which the obligations are owed when any obligations are more than 90 days overdue. Monetary obligations as used herein shall include professional fees incurred by the Village.
- D. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns including, but not limited to, successor Owner of record, successor developer, lessees and successor lessees and upon any successor municipal authority of the village and successor municipalities for a period of 10 years from the later of the date of execution hereof and the date of adoption of the ordinance pursuant hereto.
- E. It is understood and agreed by the Parties that time is of the essence in this Agreement, and that all Parties will make every reasonable effort to expedite the subject matter hereof.
- F. The failure of any Party to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's rights thereafter to enforce such term, covenant, agreement or condition, but the same shall continue in full force and effect. If the performance of any covenant to be performed under this Agreement by any Party is delayed as a result of circumstances which

are beyond the reasonable control of such Party (which circumstances may include acts of God, war, acts of civil disobedience, strikes or similar acts), the time for such performance shall be extended by the amount of time of such delay.

- G. The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Village of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms. The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies (whether federal, state, county or local) financial or other aid and assistance required or useful for the construction or improvement of property and facilities in and on the Property or for the provision of services to owners or occupants of the Property. It is further understood and agreed that the successful consummation of this Agreement and the development of the Property is in the best interests of all the Parties and requires their continued cooperation; however, nothing contained in this Agreement shall affect any Owner/Developer's right to mortgage, encumber or convey the Property as a whole or separately to one or several third parties.



ARTICLE 15

NOTICES AND REMEDIES

- A. Upon breach of this Agreement, any of the parties in any court of competent jurisdiction, by any action or proceeding at law or in equity, may exercise any remedy available at law or equity.
- B. Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, by certified mail/return receipt requested, the party alleged to have failed to perform, performance shall be demanded, and such non-performance shall have remained uncured for thirty (30) consecutive days following such notice; provided, however, that if, by reason of the nature of such alleged non-performance, the cure thereof cannot be reasonably completed within thirty (30) days, then so long as the Party guilty of non-performance commences to cure same and diligently pursues the completion of such cure thereafter, then the time for cure shall be reasonably extended to allow for such cure.
- C. In the event the Village chooses to sue in order to enforce the obligations hereunder, Developer shall pay all costs and expenses incurred by the Village including, but not limited to, attorney's fees and court costs, provided the Village prevails. In the event the Developer chooses to sue in order to enforce the obligations hereunder, Village shall pay all cost and expense incurred by the Developer prevails. In addition, if the Developer does not pay any fees provided for herein, the Village may withhold the issuance of building permits until payment is received, or if the appropriate security is not deposited, withhold

approval of plat of any subdivision until the appropriate security is delivered. Village may use any remedies available to it to collect such fees and charges as are due.

Notice shall be provided at the following addresses:

Village: Village Manager
Village of Algonquin
2200 Harnish Road
Algonquin, Illinois 60102

Copy to: Kelly A. Cahill
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, Illinois 60014
kcahill@zrfmlaw.com

Owner: L&H Farm Limited Partnership
10613 Brittany Avenue
Huntley, IL 60142

Copy to:

Developer: NorthPoint Development, LLC
4825 NW 41st Street, Suite 500
Riverside, MO 64150
Attn: Nathaniel Hagedorn

Copy to: Peter C. Bazos
Bazos, Freeman, Schuster & Pope, LLC
1250 Larkin Avenue, Suite 100
Elgin, Illinois 60123
pbazos@bazosfreeman.com

- D. It is hereby expressly agreed that no breach or default on the part of the Owner shall be attributable to, nor shall it prejudice the rights and entitlements of the Developer hereunder or the obligations of the Village to such Developer. Similarly, it is hereby expressly agreed that no breach or default on the part of the Developer shall be attributable to, nor shall it prejudice the rights and entitlements of the Owner hereunder or the obligations of the Village to such Owner.

ARTICLE 16

DEFENSE

The Village agrees to cooperate with Developer in the defense of any lawsuits of claims brought by any person or persons in regard to the following matters:

- A. The Agreement;

NorthPoint Algonquin Industrial Campus Annexation and Development Agreement, Page

- B. Annexation
- C. Zoning;
- D. Preliminary and final subdivision plats and
- E. TIF ordinances.

In the event of any such lawsuit naming the Village as a party, the Developer may elect to appear and defend the litigation, in which event the Village may also appear and be represented by its own counsel. In the alternative, the Developer may tender the defense of the matter to the Village, in which case the Developer and the Village shall, by mutual agreement, choose an attorney or attorneys to represent the Village and Developer in one case. In either event, the Developer shall reimburse the Village for the cost incurred by the Village in such defense, including reasonable attorneys' fees. The Village and Developer will cooperate with each other as necessary to defend any such losses.

The Developer shall pay all of the Village's reasonable attorneys' fees and expenses incurred in or related to the enforcement of the terms and provisions of this Agreement, including but not limited to the cost and/or fees of its attorneys, consultants and other professionals.

ARTICLE 17

TIF LEGISLATION

- A. Prior to the public hearing by the Village with respect to this Annexation and Development Agreement, the Village did conduct a public hearing with respect to the classification of the Property as a "redevelopment project area" (also known as "TIF District") as contemplated by 65 ILCS 5/11-74.4-1 et. seq. (the "TIF Act").
- B. In anticipation of the establishment of the Property as a TIF District, the Developer did submit to the Village for its consideration and approval a certain redevelopment agreement with respect to the industrial portion of the Property (the "**Industrial RDA**"), a copy of which is attached hereto as **Exhibit C**.
- C. Promptly following the annexation of the Property into the Village and the adoption of the Annexation and Development Legislation (including, without limitation the Two-Lot Final Plat of Re-Subdivision), the Village agrees to (i) enact the TIF Legislation and (ii) execute and enter into the Industrial RDA with the Developer, and failing to do so, the Developer shall have those rights as set forth in Section 2D above.
- D. Should the Property be disconnected from the Village pursuant to Section 2D above, then the Industrial RDA shall also be deemed to have been cancelled and rescinded.

[signature pages follow]

IN WITNESS WHEREOF, the parties set their hands and seals on the day and year first abovementioned.

OWNER: L&H Farm Limited Partnership, an Illinois limited partnership

By: _____

Name: Gerald Gaitsch

Its: Co-General Partner

DEVELOPER: NorthPoint Development, LLC, a Missouri limited liability company, licensed to do business in Illinois.

By: _____

Name: Nathaniel Hagedorn

Its: Chief Executive Officer

VILLAGE: Village of Algonquin

Village President Debby Sosine

ATTEST:

Village Clerk Fred Martin

Prepared by:

Kelly A. Cahill

Zukowski, Rogers, Flood & McArdle

50 Virginia Street

Crystal Lake, IL 60014

EXHIBIT A
Legal Description of Property
(Both the Commercial Development Parcel and the Industrial Development Parcel)

MANHARD TO VERIFY THE LEGAL DESCRIPTION

THAT PART OF THE EAST 1/2 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE NORTH 89 DEGREES 18 MINUTES 29 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, 95.42 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 31 SECONDS EAST, 80.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LONGMEADOW BOULEVARD PER DOCUMENT 2014K047996 AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR THE FOLLOWING SEVEN (7) COURSES: (1) THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS EAST, 1753.25 FEET; (2) THENCE SOUTH 00 DEGREES 41 MINUTES 30 SECONDS EAST, 10.00 FEET; (3) THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS EAST, 300.00 FEET; (4) THENCE SOUTH 00 DEGREES 41 MINUTES 30 SECONDS EAST, 10.00 FEET; (5) THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS EAST, 181.79 FEET TO A POINT OF CURVATURE; (6) THENCE EASTERLY 212.01 FEET, ALONG A CURVE CONCAVE SOUTH, HAVING A RADIUS OF 11,360.00 FEET, AND CHORD BEARING OF NORTH 89 DEGREES 50 MINUTES 35 SECONDS EAST, AND CHORD DISTANCE OF 212.01 FEET; (7) THENCE SOUTH 44 DEGREES 34 MINUTES 41 SECONDS EAST, 49.54 FEET TO THE WEST RIGHT-OF-WAY OF S. RANDALL ROAD PER DOCUMENT 97K057323; THENCE SOUTHERLY, 389.08 FEET ALONG A NON-TANGENT CURVE, CONCAVE EAST, HAVING A RADIUS OF 5,804.58 FEET, CHORD BEARING OF SOUTH 00 DEGREES 22 MINUTES 11 SECONDS EAST, AND CHORD DISTANCE OF 389.00 FEET; THENCE SOUTH 02 DEGREES 17 MINUTES 23 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 1901.65 FEET TO A NON-TANGENT CURVE; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY AND NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 10,945.15 FEET SUBTENDING A CHORD BEARING SOUTH 01 DEGREES 39 MINUTES 56 SECONDS EAST, A CHORD DISTANCE OF 238.54 FEET AND AN ARC DISTANCE OF 238.55 FEET TO A NON-RADIAL LINE AND A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 89 DEGREES 37 MINUTES 10 SECONDS WEST, 1593.69 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 50 SECONDS WEST, 264.35 FEET; THENCE SOUTH 89 DEGREES 28 MINUTES 43 SECONDS WEST, 337.00 FEET; THENCE SOUTH 53 DEGREES 05 MINUTES 01 SECONDS WEST, 435.00 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF HUNTLEY ROAD AS MONUMENTED; THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY FOR THE FOLLOWING FIVE (5) COURSES: (1) THENCE NORTH 36 DEGREES 54 MINUTES 59 SECONDS WEST, 274.96 FEET TO A NON-TANGENT CURVE; (2) THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 924.56 FEET SUBTENDING A CHORD BEARING NORTH 18 DEGREES 51 MINUTES 50 SECONDS WEST, A CHORD DISTANCE OF 573.2 FEET AND AN ARC DISTANCE OF 582.61 FEET TO A NON-RADIAL LINE; (3) THENCE NORTH 00 DEGREES 48 MINUTES 41 SECONDS WEST, 714.67 FEET TO A NON-TANGENT CURVE; (4) THENCE

NORTHERLY ALONG SAID NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1,179.28 FEET SUBTENDING A CHORD BEARING NORTH 03 DEGREES 45 MINUTES 21 SECONDS WEST, A CHORD DISTANCE OF 125.18 FEET AND AN ARC DISTANCE OF 125.24 FEET TO A NON-RADIAL LINE; (5) THENCE NORTH 00 DEGREES 48 MINUTES 41 SECONDS WEST, 248.15 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 89 DEGREES 17 MINUTES 11 SECONDS EAST, TO THE EAST LINE OF HUNTLEY ROAD PER DOCUMENT 2014K047996, A DISTANCE OF 59.03 FEET; THENCE ALONG SAID EAST LINE OF HUNTLEY ROAD, NORTH 00 DEGREES 42 MINUTES 49 SECONDS WEST, 880.06 FEET; THENCE NORTH 44 DEGREES 17 MINUTES 50 SECONDS EAST ALONG SAID EAST LINE, 49.49 FEET TO SAID POINT OF BEGINNING, IN THE TOWNSHIP OF DUNDEE, KANE COUNTY, ILLINOIS.

PINs: 03-07-200-006 and 03-07-200-007

EXHIBIT B
Plat of Annexation

EXHIBIT C
Industrial RDA

Schedule 3C
Additionally Approved
Departures

MANHARD TO VERIFY DEPARTURES

Part 1: Departures pertaining to both the Commercial Development Parcel and the Industrial Development Parcel:

1. Building height shall not exceed 45 feet plus up to an additional five (5) feet for screening on the roof of any building within the Industrial Development Parcel used to screen rooftop equipment. Rooftop equipment shall not be included in the calculation of building height.
2. Front Yard setbacks for both parking and buildings from Randall Road shall be reduced to fifty (50) feet along Randall Road .
3. Front Yard setbacks for parking lots from Longmeadow Parkway may be reduced from fifty (50) feet to forty (40) feet along that section of Longmeadow Parkway that jogs to the south as it approaches its intersection with Randall Road from the west.
4. Front Yard setbacks along all of the new, internal subdivision roads shall be twenty-five (25) feet for parking and thirty (30) feet for buildings, in general, however, due to the curvilinear alignment of the roadways, the front yard dimension may be reduced in some areas as approved by Village Staff.
5. There shall be no prohibition as to the use of precast wall panels for industrial buildings facing perimeter public roads.

Part 2: Departures pertaining to only the Industrial Development Parcel:

6. Overnight truck and semi-tractor trailer outdoor parking and storage shall be permitted to the extent such activities are ancillary to the business of the occupant of the building on the lot on which activities take place.
8. Landscaped parking islands shall not be required in connection with truck parking spaces.
9. The screening of exterior loading docks and overhead doors shall be permitted to be accomplished with non-deciduous landscaping or, at the election of the Developer, with fences with a finished side facing a public right-of-way.