Village of East Dundee PRESIDENT AND BOARD OF TRUSTEES

Regular Village Board Meeting Monday, June 1, 2020 6:00 PM

This meeting will be conducted via teleconference call by authorization of Gov. Prtzker waiving a portion of the IL Open Meetings act to allow local governments to hold "remote" meetings to help control the spread of COVID-19

Zoom Meeting Link: https://us02web.zoom.us/j/84863402607

If you need to download Zoom, use this link and download "Zoom Client for Meetings": https://zoom.us/download

Computer Audio Only

Click on the "Join Audio Conference by Computer" link when you join the meeting.

To join by **PHONE ONLY**, use the following dial in number and Meeting ID.

US Dial in: 312-626-6799

Meeting ID/Access Code: 848 6340 2607

Please....

Mute Your Microphone.

Zoom has a "Mute Microphone" option. Please keep your microphone muted to cute down on feedback. Unmute to speak. IF BY PHONE ONLY, press *6 to mute/unmute

Raise your Hand.

A hand icon will appear beside your username and lets the meeting's managers know you have a question, input, or otherwise need some attention when possible. Click on the icon labeled "Participants" at the bottom of your screen. Click the button labeled "Raise Hand".

Refrain from the group chat feature.

Village of East Dundee PRESIDENT AND BOARD OF TRUSTEES Regular Meeting AGENDA

Call to Order

Roll Call

Pledge of Allegiance

Public Comment: Agenda items only - Please keep comments to 5 minutes or less

Public Hearing

A. Annexation Agreement (Altorfer Cat Development and Plote Property) – South Side of Illinois Route 72 in the Vicinity of Christina Drive

Consent Agenda

Old Business

New Business

A. Motion to Approve the Regular Village Board Meeting Minutes Dated May 4, 2020

B. Motion to Approve an Ordinance Approving Annexation Agreement (Altorfer Cat Development and Plote Property) – South Side of Illinois Route 72 in the Vicinity of Christina Drive

C. Motion to Approve an Ordinance Annexing Certain Property Owned By Chicago Title Land Trust Company, Trust No. 8002350432 and Chicago Title Land Trust Company, Trust No. 8002350431 (South Side of Illinois Route 72 in the Vicinity of Christina Drive)

D. Motion to Approve a Motion Directing the Village Administrator to Proceed with the Processes to Incorporate the Altorfer Cat Development and Plote Property into a Tax Increment Financing District and Business Development District as Described.

E. Motion to Approve An Ordinance Adopting and Approving the Outdoor Dining Regulations in Executive Order 20-4 Issued by the Village President Under a Declaration of a State of Emergency (COVID-19 – May 27, 2020)

Financial Reports

A. Warrants List #1 \$46,260.65

B. Warrants List #2 \$22,557.40

Reports: Village President

Reports: Village Trustees

Reports: Village Administrator

Reports: Village Attorney

Reports: Village Engineer

Reports: Chief of Police

Reports: Director of Public Works

Reports: Building Official

Reports: Finance Director

Public Comment - Please keep comments to 5 minutes or less

Executive Session

Closed to the public and media under the provisions of the Illinois Open Meetings Act, 5ILCS, 120/2, (c)(21) Discussion of Minutes, (c)(11) Pending Litigation, (c)(1) Personnel, (c)(5) Acquisition of Property and (c)(6) Sale of Property.

Adjournment

PUBLIC NOTICE

NOTICE OF PUBLIC HEARING PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS

NOTICE IS HEREBY GIVEN THAT ON JUNE 1, 2020 AT 6:00 P.M., A PUBLIC HEARING WILL BE HELD BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, FOR THE PURPOSE OF RECEIVING AND CONSIDERING TESTIMONY AND COMMENT ON THE PETITIONS OF CHICAGO TITLE LAND TRUST COMPANY, TRUST NO. 8002350431 AND CHICAGO TITLE LAND TRUST COMPANY, TRUST NO. 8002350432 TO HAVE ANNEXED INTO THE VILLAGE OF EAST DUNDEE THE PROPERTY OWNED BY THEM DESCRIBED BELOW PURSUANT TO A PROPOSED ANNEXATION AGREEMENT BETWEEN CHICAGO TITLE LAND TRUST COMPANY, TRUST NO. 8002350431, CHICAGO TITLE LAND TRUST COMPANY, TRUST NO. 8002350432, ALTORFER INC. AND THE VILLAGE OF EAST DUNDEE ("PROPOSED ANNEXATION AGREEMENT"), AND TO ALLOW A PORTION OF THE PROPERTY TO BE REZONED INTO THE M-1 LIMITED MANUFACTURING DISTRICT TO BE USED FOR HEAVY VEHICLE SALES, MAINTENANCE AND RELATED USES AFTER ANNEXATION. PURSUANT TO THE ILLINOIS GOVERNOR'S EXECUTIVE ORDERS AND DISASTER DECLARATIONS RELATED TO THE COVID-19 PANDEMIC, PHYSICAL ATTENDANCE AT THE PUBLIC HEARING MAY NOT BE AVAILABLE, OR MAY BE LIMITED TO NO MORE THAN 10 INDIVIDUALS, WITH VILLAGE BOARD OFFICIALS, STAFF AND CONSULTANTS HAVING PRIORITY OVER MEMBERS OF THE PUBLIC. PUBLIC TESTIMONY AND COMMENTS REGARDING THE SUBJECTS OF THE PUBLIC HEARING MAY BE MADE IN WRITING OR BY TELEPHONE DURING THE HEARING AND WRITTEN PUBLIC TESTIMONY AND COMMENTS SUBMITTED TO THE VILLAGE OF EAST DUNDEE WILL BE READ INTO THE PUBLIC HEARING RECORD. YOU MAY SUBMIT YOUR PUBLIC TESTIMONY AND COMMENTS VIA EMAIL IN ADVANCE OF THE PUBLIC HEARING TO JENNIFER JOHNSEN AT JJOHNSEN@EASTDUNDEE.NET. YOU MAY LISTEN TO THE HEARING AND PARTICIPATE BY A TELEPHONE CONFERENCE CALL AS FOLLOWS, DIAL-IN NUMBER: 312-626-6799 WITH MEETING ID: 848 6340 2607. IF YOU WOULD LIKE TO PARTICIPATE OVER THE PHONE, PLEASE EMAIL JJOHNSEN@EASTDUNDEE.NET BY 12:00 PM ON MONDAY, JUNE 1, 2020. THE PUBLIC HEARING WILL TAKE PLACE BY AUDIO CONFERENCE AT THE PHONE NUMBER ABOVE AND / OR AT THE VILLAGE POLICE DEPARTMENT LOCATED AT THE SECOND FLOOR COMMUNITY ROOM AT 115 EAST 3RD STREET, EAST DUNDEE, ILLINOIS 60118. PURSUANT TO 65 ILCS 5/11-15.1-1 ET SEQ., AN ACCURATE MAP OF THE PROPERTY BEING CONSIDERED FOR ANNEXATION AND THE FORM OF THE PROPOSED ANNEXATION AGREEMENT ARE ON FILE WITH THE VILLAGE CLERK. YOU ARE FURTHER NOTIFIED THAT THE PROPOSED ANNEXATION AGREEMENT MAY BE CHANGED, ALTERED, MODIFIED, AMENDED OR REDRAFTED IN ITS ENTIRETY AFTER THE PUBLIC HEARING. ALL INTERESTED PARTIES ARE INVITED TO ATTEND THE PUBLIC HEARING AND WILL BE GIVEN AN OPPORTUNITY TO BE HEARD. THE PROPERTY BEING CONSIDERED FOR ANNEXATION AND PROPOSED TO BE SUBJECT TO THE PROPOSED ANNEXATION AGREEMENT IS LEGALLY DESCRIBED AS FOLLOWS:

THAT PART OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF GATEWAY SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 8, 1989 AS DOCUMENT NO. 1972329 WITH THE SOUTHWESTERLY LINE OF PARCEL 0002 ACQUIRED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION IN CONDEMNATION CASE ED 92 0015 BY ORDER DATED APRIL 22, 1993 AND AS SHOWN ON DOCUMENT 96K009367 AS ILLINOIS ROUTE 72, HIGGINS ROAD; THENCE SOUTH 61 DEGREES 53 MINUTES 27 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, 491.05 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 654.45 FEET ALONG SAID SOUTHWESTERLY LINE, BEING A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 22,706.63 FEET AND WHOSE CHORD BEARS OF SOUTH 61 DEGREES 03 MINUTES 54 SECONDS EAST 654.43 FEET TO A BEND POINT IN SAID SOUTHWESTERLY LINE; THENCE SOUTH 37 DEGREES 44 MINUTES 46 SECONDS EAST ALONG THE SOUTHWESTERLY

LINE OF SAID ILLINOIS ROUTE 72 A DISTANCE OF 160.60 FEET TO A BEND POINT IN SAID SOUTHWESTERLY LINE; THENCE NORTH 23 DEGREES 44 MINUTES 02 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE 61.34 FEET TO A POINT ON A CURVE: THENCE SOUTHEASTERLY 280.08 FEET ALONG SAID SOUTHWESTERLY LINE, NON TANGENT TO THE LAST DESCRIBED COURSE, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 22,706.63 FEET AND WHOSE CHORD BEARS OF SOUTH 59 DEGREES 31 MINUTES 40 SECONDS EAST 280.08 FEET TO A BEND POINT; THENCE SOUTH 59 DEGREES 09 MINUTES 16 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, NON TANGENT TO THE LAST DESCRIBED CURVE, 490.70 FEET; THENCE SOUTH 30 DEGREES 50 MINUTES 06 SECONDS WEST, DEPARTING FROM SAID SOUTHWESTERLY LINE 223.12 FEET; THENCE SOUTH 24 DEGREES 01 MINUTES 52 SECONDS WEST 311.97 FEET: THENCE NORTH 59 DEGREES 09 MINUTES 53 SECONDS WEST 822.05 FEET: THENCE NORTH 61 DEGREES 03 MINUTES 20 SECONDS WEST 122.51 FEET; THENCE SOUTH 08 DEGREES 53 MINUTES 49 SECONDS WEST 565.95 FEET; THENCE NORTH 81 DEGREES 06 MINUTES 11 SECONDS WEST 874.66 FEET TO A POINT ON SAID EAST LINE OF SAID GATEWAY SUBDIVISION; THENCE NORTH 08 DEGREES 31 MINUTES 15 SECONDS EAST ALONG THE LAST DESCRIBED LINE 1448.17 FEET TO THE POINT OF BEGINNING, TOGETHER WITH ALL THAT PART OF ILLINOIS ROUTE 72 (HIGGINS ROAD) LYING NORTH OF AND ADJACENT TO ABOVE DESCRIBED PROPERTIES, NOT PREVIOUSLY ANNEXED TO THE VILLAGE OF EAST DUNDEE, ALL IN KANE COUNTY, ILLINOIS.

PROPERTY INDEX NUMBERS: PART OF 03-25-300-011 AND PART OF 03-25-300-012, IN KANE COUNTY, ILLINOIS

GENERAL LOCATION: APPROXIMATELY FORTY-TWO (42) ACRES OF PROPERTY ON THE SOUTH SIDE OF ILLINOIS ROUTE 72 IN THE VICINITY OF CHRISTINA DRIVE, BEING UNINCORPORATED PROPERTY IN KANE COUNTY, ILLINOIS

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CALL TO ORDER

President Miller calls to order the Village of East Dundee Regular Village Board Meeting at 6:15 p.m.

ROLL CALL:

Trustees Lynam, Wood, Selep, Mahony, Andresen, Kunze and President Miller.

Also in attendance Administrator Jennifer Johnsen, Assistant Administrator Brad Mitchell, Public Works Director Phil Cotter, Chief of Police George Carpenter, Village Attorney Greg Smith, Building Inspector Chris Ranieri, Village Engineer Joe Heinz, Management Analyst Amanda Rafter and Village Clerk Katherine Holt.

PLEDGE OF ALLEGIANCE: None

PUBLIC COMMENT (Agenda items only): None

CONSENT AGENDA-CONSIDERATION OF AN "OMNIBUS VOTE":

Illinois Municipalities may adopt by a single roll call vote of the Village Board and Village President, a group of assorted ordinances, resolution, motions and orders by an "Omnibus Vote". The "Omnibus Vote" shall be taken following the unanimous consent by the President and Board as to the items to be included. Any Trustee or the President may request that any item not be included in that vote.

- A. Motion to Approve the Special Village Board Meeting Minutes Dated April 20, 2020
- B. Motion to Advise and Consent to the Village President's Appointment of Ignacio "Joe" Pena to the Board of Police Commissioners for a Term Expiring April 30, 2023

Motion to approve the Consent Agenda by Mahony/Wood.

Roll: Ayes -6 – Trustees Lynam, Selep, Wood, Mahony, Andresen and Kunze. Nays -0. Absent -0. Motion carries.

OLD BUSINESS: None

NEW BUSINESS:

A. Motion to Approve an Ordinance Adopting and Approving Relief from the Village of East Dundee Village Code in Executive Order 20-1 Issued by the Village President Under a Declaration of a State of Emergency (Covid-19 – March 23, 2020)

Motion to Approve an Ordinance Adopting and Approving Relief from the Village of East Dundee Village Code in Executive Order 20-1 Issued by the Village President Under a Declaration of a State of Emergency (Covid-19 – March 23, 2020) by Mahony/Wod.

Roll: Ayes -6 – Trustees Lynam, Selep, Wood, Mahony, Andresen and Kunze. Nays -0. Absent -0. Motion carries.

B. Motion to Approve an Ordinance Adopting and Approving Extensions of Liquor License and Video Gaming Terminal License Renewals Under the Village of East Dundee Village Code in Executive Order 20-3 Issued by the Village President Under a Declaration of a State of Emergency (COVID-19 – April 27, 2020)

Motion to Approve an Ordinance Adopting and Approving Extensions of Liquor License and Video Gaming Terminal License Renewals Under the Village of East Dundee Village Code in Executive Order

Regular Village Board Meeting Village of East Dundee Kane County, Illinois May 4, 2020

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20-3 Issued by the Village President Under a Declaration of a State of Emergency (COVID-19 – April 27, 2020) by Mahony/Wood.

Roll: Ayes -6 – Trustees Lynam, Selep, Wood, Mahony, Andresen and Kunze. Nays -0. Absent -0. Motion carries.

C. Motion to Approve an Ordinance Adding a New Class E-3 Classification of Liquor License to Allow for Limited Packaged Sales in Restaurants

Motion to Approve an Ordinance Adding a New Class E-3 Classification of Liquor License to Allow for Limited Packaged Sales in Restaurants by Mahony/Andresen.

Roll: Ayes -6 – Trustees Lynam, Selep, Wood, Mahony, Andresen and Kunze. Nays -0. Absent -0. Motion carries.

D. Motion to Approve an Ordinance Amending the Number of Video Gaming Permits (Nonno's Italian Kitchen and Cafe)

Motion to Approve an Ordinance Amending the Number of Video Gaming Permits (Nonno's Italian Kitchen and Cafe) by Andresen/Selep.

Discussion:

Trustee Lynam asked why the Village has this ordinance in place when the Board amends it for each request. President Miller responded that the Village wants to encourage certain types of businesses and discourage others. Trustee Mahony stated that she is getting concerned about the concentration of the number of video gamin permits and increasing it in the downtown area. When asked why Nonno's will have gaming but Aliano's does not, Jim Seng, owner of both establishments, commented that Nonno's is a different environment and offers a different customer experience than Aliano's does. It has the shared Italian concept, but in a more casual atmosphere.

Roll: Ayes -4 – Trustees Lynam, Selep, Andresen and Kunze. Nays -2 – Trustees Wood and Mahony. Absent -0. Motion carries.

E. Discussion and Consensus on Whether or not to Draft an Ordinance Waiving Development Regulations to Accommodate a Commercial Parking Request Being Made by PAL Land LLC

Motion to Discuss on Whether or not to Draft an Ordinance Waiving Development Regulations to Accommodate a Commercial Parking Request Being Made by PAL Land LLC by Lynam/Selep.

Discussion:

Administrator Johnsen advised that there is now an additional request for commercial parking within the Terra Business Park to allow for unpaved parking and no lot lighting. She made note to the Board that this request does not bring any direct revenue to the Village. She stated that there have been requests by others to waive parking requirements and granting this request will open the door for additional requests of this nature. She added that this request could possibly be seen as an extension of what has already been granted to PAL Land. Jeff Newing, Project Manager at Palumbo Management, stated that over the last six years, Pal Land has invested over \$36 million in the Terra Business Park. He said the hope is that future parking will lead to additional buildings and more development in East Dundee.

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There was Consensus to Draft an Ordinance Waiving Development Regulations to Accommodate a Commercial Parking Request Being Made by PAL Land LLC for a period of 3 years.

F. Motion to Approve a Resolution Approving a First Amendment to a Concession License Agreement (Caboose Concession Stand, Depot Park)

Motion to Approve a Resolution Approving a First Amendment to a Concession License Agreement (Caboose Concession Stand, Depot Park) by Mahony/Wood.

Roll: Ayes -5 – Trustees Lynam, Selep, Wood, Mahony and Kunze. Nays -0. Abstain -1 – Trustee Andresen. Absent -0. Motion carries.

G. Discussion and Selection of a New Village Website Vendor

Assistant Administrator Mitchell advised that the Village will be updating its website and has received seven quotes from website vendors. Each vendor held a virtual demonstration for staff. These vendors specialize in modern websites designed for municipalities. Management Analyst Rafter added that Revize had the most modern design and will tailor to the needs of the Village. She spoke to other municipalities that used Revize and all were very pleased.

H. Motion to Approve a Resolution Approving an Agreement Between the Village of East Dundee and Revize Web Services

Motion to Approve a Resolution Approving an Agreement Between the Village of East Dundee and Revize Web Services by Lynam/Mahony.

Roll: Ayes -6 – Trustees Lynam, Selep, Wood, Mahony, Andresen and Kunze. Nays -0. Absent -0. Motion carries.

I. Motion to Approve an Ordinance Amending Chapter 37: Fees and Fines, and Chapter 92: Animals, of the Village of East Dundee Village Code Regarding Animal Control

Motion to Approve an Ordinance Amending Chapter 37: Fees and Fines, and Chapter 92: Animals, of the Village of East Dundee Village Code Regarding Animal Control by Andresen/Wood.

Roll: Ayes -6 – Trustees Lynam, Selep, Wood, Mahony, Andresen and Kunze. Nays -0. Absent -0. Motion carries

FINANCIAL REPORTS:

A. Warrants List \$85,029.95

The Warrants List was noted to the Board.

Reports: VILLAGE TRUSTEES

Lynam: None Selep: None Wood: None

Mahony: Reported that Tim and Lucy DeLap would like to host a car parade and would like to discuss this in the near future. President Miller said that he is open to discuss this. Mahony also reported that the

Regular Village Board Meeting Village of East Dundee Kane County, Illinois May 4, 2020

water table is high in her neighborhood and there is a flooding issue. She said that a long-term solution is needed.

Andresen: None Kunze: None

Reports: VILLAGE ADMINISTRATOR and STAFF

Village President: Miller reported that he has been following new COVID-19 charts and trends and things are starting to move in a positive direction. He believes that Illinois is near its peak.

Village Administrator: Johnsen reported that the Saturday Depot Market will be closed for the season. She also reported that she and President Miller participated in a Zoom meeting hosted by the Northern Kane County Chamber last Wednesday. Senator Castro, Senator DeWitte and Metro West Representatives were also participants. Lastly, she mentioned that the Village will be distributing yard signs to place around town with messages relating to staying at home and event cancellations.

Assistant Village Administrator: None

Village Attorney: None Village Engineer: None Police Chief: None

Public Works Director: None Building Official: None Finance Director: None

PUBLIC COMMENT (Items not on the Agenda):

Russ Geminn - East Dundee Resident and Business Owner

Mr. Geminn said that with the Village's 2020 event season cancelled, the community needs something that will give them hope. He asked if the Village would still consider having Dickens in Dundee. President Miller said that no final decision has been made yet on Dickens.

EXECUTIVE SESSION: No

Motion to adjourn the Regular Village Board Meeting at 8:00 p.m. by Mahony/Andresen. Meeting adjourns by unanimous consent.

Respectfully submitted,	
Katherine Holt	
	By:
	Village President, Lael Miller
Attest:	
Village Clerk, Katherine Holt	



Village of East Dundee

120 Barrington Avenue, East Dundee, IL 60118 (847) 426-2822 www.eastdundee.net

To: Village President and Board of Trustees

From: Jennifer Johnsen, Village Administrator

Subject: Altorfer Cat Development Project

Date: June 1, 2020

Background

For the past several months, the Village has been working with Altorfer Cat regarding the acquisition and development of approximately 23 acres of property owned by Plote that is currently unincorporated. The property is located on the south side of the Route 72 and Christina Drive intersection. The proposed development includes the sale and repair of Caterpillar equipment. Altorfer is in need of vacating their current Elmhurst location and is moving portions of that operation to four different locations, of which East Dundee is one of those locations.

Please find a rendering of the proposed development below. Additional renderings and elevations are also attached for your reference. As part of the project, Altorfer is working with IDOT to acquire permanent access of f of Route 72. Should the signalization of Route 72 and Christina Drive occur, they will be tying into the signalized intersection.



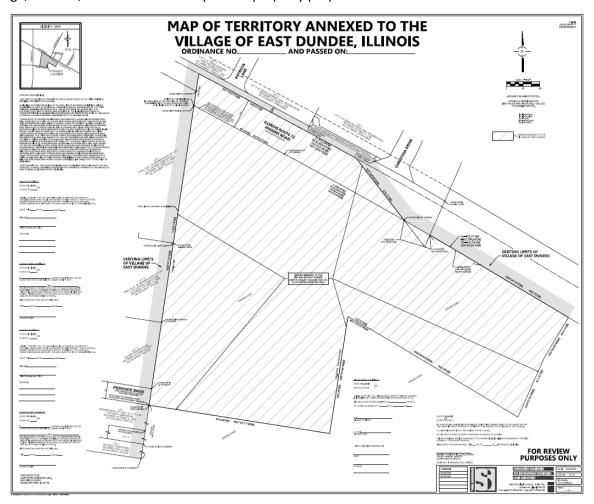
Development Processes

In order to move forward with the proposed development, the following is required:

- Approval of an annexation agreement needed to annex the property into the Village.
- Approval of a development agreement incentivizing the development with portions of TIF and BDD revenue projected to be generated by the development on the subject property.
- Expansion of the Route 72 and 25 (Dundee Crossings) TIF or creation of a new TIF if required.
- Expansion of the Downtown and Dundee Crossing BDD.
- Rezoning of the subject property from R-1 to M-1.
- Approval of variances, waivers, and signage requested by the developer.

Annexation Agreement

As noted above, the property is currently located outside of the Village. Both Plote and Altorfer have agreed to annex the property into the Village. The annexation agreement includes a total of approximately 38 acres which consists of 23 acres for Altorfer, 3 acres for right-of-way for the intersection which will be donated, and 12 acres for the extension of Christina Drive and intersection improvements. As such, the attached annexation agreement is a three-way agreement that includes the Village, Altorfer, and Plote. See a map of the property proposed to be annexed below.



In exchange for annexing the property into the Village, the Village would receive sales tax revenue for the sale of equipment and parts. Furthermore, as noted above, the Village is currently working to include the property within the Dundee Crossings TIF and Downtown and Dundee Crossings BDD for the purpose of incentivizing the development by rebating a portion of the TIF and BDD revenues received by the subject property back to the developer. These incentives are required in order to facilitate the development due to extraordinary infrastructure and site improvements required to convent the undeveloped farm land into usable land. Below, please find an estimate of the off-site improvements only which would be required to provide access to the site. These estimates have been reviewed by the Village Engineer and he has found that they are accurate estimates of the work.

\$512,334	Rt. 72 Left Turn Lane – Required for site access
\$467,686	Rt. 72 Deceleration Lane - Required for site access
\$949,708	Christina Drive – Required for site access
\$251,925	Temporary Access – Required due to IDOT timing

Development Agreement

The Development Agreement incentivizing the project is included as an exhibit to the Annexation Agreement and would take affect upon the completion of the TIF and BDD processes. The Development Agreement covers the 23 acres related to the Altorfer Cat Development Project and is a two-part agreement between the Village and Altorfer. The terms of the agreement generally consists of a 60% TIF and 100% BDD reimbursement and are summarized below.

Developer's Responsibilities/Rights

- Acquire approximately 23 acres from Plote.
- Complete the Altorfer CAT Development Project as depicted on the presented conceptual site plan.
- Invest at least \$15 million into the development project including site acquisition costs.
- Commit to maintain retail sales on the subject property through the term of the development agreement (December 31, 2031).
- Complete the proposed off-site intersection improvements that allow for the permanent access to the subject property from Route 72.
- Pay for the upfront costs related to the annexation, TIF and BDD processes.

Village's Responsibilities/Rights

- Facilitate the processes necessary to annex the property and incorporate the property into the Route 72 and 25 (Dundee Crossings) TIF District (or create a new TIF) and incorporate the property into the Downtown and Dundee Crossings BD District.
 - Reimburse the developer for up to \$100,000 in consulting fees required to facilitate these processes (included in the proposed TIF cap).
- Provide a development agreement that allows for a recapture of approximately \$2 million in TIF and BDD eligible expenses. For the purpose of simplifying the reimbursement process for the Village, the reimbursement will be applied towards the site acquisition costs although the project is being incentivized due to the extraordinary infrastructure costs as described above. This recapture would be derived as itemized on the attached analysis and summarized below:

- Annual TIF reimbursement of 60% of the TIF revenue generated on the subject property through December 31, 2029 in an amount not to exceed \$1.52 million.
- O Annual BDD sales tax reimbursement of 100% of the BDD sales tax revenue generated by Altopher CAT on the subject property through December 31, 2031. The estimate BDD revenues to be generated on the subject property are \$500,000. The development agreement does not cap the BDD rebate.
- Perform the necessary patching on the Village-owed portion of Piemonte Drive to allow for the temporary access to the property for the purposes of developing the site. Please note, the existing condition of Piemonte Drive necessitates this work.
- Reimburse the developer up to \$120,000 for the resurfacing and curb installation for the Village-owned portion of Piemonte Drive to be completed for temporary/secondary access onto the property following the completion of heavy construction on the site (included in proposed TIF cap).

Projected Village Revenue

As noted above, the development agreement consists of a rebate of TIF and BDD revenues generated by the subject property. If the development were to occur outside of the Village, the Village would not receive any TIF revenues nor sales tax revenue to be generated on the property.

The Dundee Township Assessor has reviewed the proposed development project and has determined that the fair market value of the property following the development will be approximately \$9 million. Furthermore, Altorfer has estimated that the site will generate approximately \$8.5 million in annual taxable sales on the subject property. The attached analysis includes more conservative sales tax estimates as it is difficult to estimate how sales on the site will materialize.

As shown, it is estimated that the Village would retain approximately \$870,000 in TIF revenue over the life of the TIF from the subject property for future investment into the Dundee Crossings TIF (or newly created TIF if required). In addition, the Village would receive the 1% stated-shared sales tax and the 2% home rule sale tax which is estimated at approximately \$300,000 year.

Timeline

Altorfer is on a strict timeline for vacating their Elmhurst location and is seeking to be operating in East Dundee in approximately one year. Following annexation, they will be moving forward immediately with earthwork and are well into engineering and building plans required for acquiring necessary permits and developing the site.

Zoning and Waiver Processes

A public hearing before the Planning and Zoning Commission is scheduled for June 4th. Following the Public Hearing, the Village Board will be asked to approve the following zoning relief. Further information will be provided to the Village Board as part of the public hearing process. In addition, the Village Board will be asked to consider and approve signage for the development. Per Village Code, all signage in the M-1 District requires approval by the Village Board.

Rezoning

As noted above, the developer is requesting that the property be rezoned to M-1 to facilitate the development. Per the Village Code, a property is automatically zoned R-1 following annexation. The existing zoning within unincorporated Kane County is Farm.

Variances and Waivers

The developer is seeking variances and waivers to the Village Code requirements. Please note, per Village Code, the landscaping waivers do not require a public hearing by the Planning and Zoning Commission.

- A variance to the cul-de-sac requirement to allow for terminating Christina Drive and not connecting
 the roadway to Piemonte Drive. The entrance gate will allow for an adequate turn around
 maneuver.
- A variance on extending the sanitary sewer line and instead install a casing pipe under Christina Drive for future development.
- A variance to allow for a portion of the proposed storage yard as a crushed aggregate surface.
- A variance from solid fence requirement to allow for a black vinyl chain link fence with black privacy slats. The variance is required to secure their equipment. The developer has agreed to install black decorative fencing on the north side of the fence visible from Route 72.
- A variance from requirement that overhead doors be screened due to height of overhead doors.
- A variance from installing sidewalks along Christina Drive and Piemonte Drive since there are no other neighboring businesses or residents.
- A waiver from parking island requirement. This waiver is typically granted to accommodate the parking and is a Village Board waiver only.

TIF and BDD Processes

The Village is working with Vanderwalle and Associates to perform an eligibility study to incorporate the property into the Route 72 and 25 TIF (Dundee Crossing) District and the Downtown and Dundee Crossings BD District. Although the property has been undeveloped and will remain undeveloped but for incorporation into a TIF District, State Statute contains strict requirements for amending a TIF District to include vacant farm land. As such, if the eligibility study indicates that the Dundee Crossings TIF District cannot be amended to include the proposed property, the Village Board would be asked to pursue the creation a new TIF District. Due to the number of existing TIF Districts, I am recommending that the Village only pursue the option of creating a new TIF district if the Dundee Crossing TIF District cannot be amended.

Attachments:

- 1. Annexation Public Hearing Notice
- 2. Ordinance Approving Annexation Agreement (Altorfer Cat Development and Plote Property) South Side of Illinois Route 72 in the Vicinity of Christina Drive.
- 3. Ordinance Annexing Certain Property Owned By Chicago Title Land Trust Company, Trust No. 8002350432 and Chicago Title Land Trust Company, Trust No. 8002350431 (South Side of Illinois Route 72 in the Vicinity of Christina Drive)
- 4. Altorfer Cat Development Recapture Analysis
- 5. Altorfer Cat Submittals

Actions Requested:

- 1. Public Hearing on Annexation Agreement (Altorfer Cat Development and Plote Property) South Side of Illinois Route 72 in the Vicinity of Christina Drive.
- 2. Approval of Ordinance Approving Annexation Agreement (Altorfer Cat Development and Plote Property) South Side of Illinois Route 72 in the Vicinity of Christina Drive.
- 3. Approval of Ordinance Annexing Certain Property Owned By Chicago Title Land Trust Company, Trust No. 8002350432 and Chicago Title Land Trust Company, Trust No. 8002350431 (South Side of Illinois Route 72 in the Vicinity of Christina Drive).
- 4. Approval of a Motion Directing the Village Administrator to proceed with the Processes to Incorporate the Altorfer Cat Development and Plote Property into a Tax Increment Financing District and Business Development District as Described.

PUBLIC NOTICE

NOTICE OF PUBLIC HEARING PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS

NOTICE IS HEREBY GIVEN THAT ON JUNE 1, 2020 AT 6:00 P.M., A PUBLIC HEARING WILL BE HELD BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, FOR THE PURPOSE OF RECEIVING AND CONSIDERING TESTIMONY AND COMMENT ON THE PETITIONS OF CHICAGO TITLE LAND TRUST COMPANY, TRUST NO. 8002350431 AND CHICAGO TITLE LAND TRUST COMPANY, TRUST NO. 8002350432 TO HAVE ANNEXED INTO THE VILLAGE OF EAST DUNDEE THE PROPERTY OWNED BY THEM DESCRIBED BELOW PURSUANT TO A PROPOSED ANNEXATION AGREEMENT BETWEEN CHICAGO TITLE LAND TRUST COMPANY, TRUST NO. 8002350431, CHICAGO TITLE LAND TRUST COMPANY, TRUST NO. 8002350432, ALTORFER INC. AND THE VILLAGE OF EAST DUNDEE ("PROPOSED ANNEXATION AGREEMENT"), AND TO ALLOW A PORTION OF THE PROPERTY TO BE REZONED INTO THE M-1 LIMITED MANUFACTURING DISTRICT TO BE USED FOR HEAVY VEHICLE SALES, MAINTENANCE AND RELATED USES AFTER ANNEXATION. PURSUANT TO THE ILLINOIS GOVERNOR'S EXECUTIVE ORDERS AND DISASTER DECLARATIONS RELATED TO THE COVID-19 PANDEMIC, PHYSICAL ATTENDANCE AT THE PUBLIC HEARING MAY NOT BE AVAILABLE, OR MAY BE LIMITED TO NO MORE THAN 10 INDIVIDUALS, WITH VILLAGE BOARD OFFICIALS, STAFF AND CONSULTANTS HAVING PRIORITY OVER MEMBERS OF THE PUBLIC. PUBLIC TESTIMONY AND COMMENTS REGARDING THE SUBJECTS OF THE PUBLIC HEARING MAY BE MADE IN WRITING OR BY TELEPHONE DURING THE HEARING AND WRITTEN PUBLIC TESTIMONY AND COMMENTS SUBMITTED TO THE VILLAGE OF EAST DUNDEE WILL BE READ INTO THE PUBLIC HEARING RECORD. YOU MAY SUBMIT YOUR PUBLIC TESTIMONY AND COMMENTS VIA EMAIL IN ADVANCE OF THE PUBLIC HEARING TO JENNIFER JOHNSEN AT JJOHNSEN@EASTDUNDEE.NET. YOU MAY LISTEN TO THE HEARING AND PARTICIPATE BY A TELEPHONE CONFERENCE CALL AS FOLLOWS, DIAL-IN NUMBER: 312-626-6799 WITH MEETING ID: 848 6340 2607. IF YOU WOULD LIKE TO PARTICIPATE OVER THE PHONE, PLEASE EMAIL JJOHNSEN@EASTDUNDEE.NET BY 12:00 PM ON MONDAY, JUNE 1, 2020. THE PUBLIC HEARING WILL TAKE PLACE BY AUDIO CONFERENCE AT THE PHONE NUMBER ABOVE AND / OR AT THE VILLAGE POLICE DEPARTMENT LOCATED AT THE SECOND FLOOR COMMUNITY ROOM AT 115 EAST 3RD STREET, EAST DUNDEE, ILLINOIS 60118. PURSUANT TO 65 ILCS 5/11-15.1-1 ET SEQ., AN ACCURATE MAP OF THE PROPERTY BEING CONSIDERED FOR ANNEXATION AND THE FORM OF THE PROPOSED ANNEXATION AGREEMENT ARE ON FILE WITH THE VILLAGE CLERK. YOU ARE FURTHER NOTIFIED THAT THE PROPOSED ANNEXATION AGREEMENT MAY BE CHANGED, ALTERED, MODIFIED, AMENDED OR REDRAFTED IN ITS ENTIRETY AFTER THE PUBLIC HEARING. ALL INTERESTED PARTIES ARE INVITED TO ATTEND THE PUBLIC HEARING AND WILL BE GIVEN AN OPPORTUNITY TO BE HEARD. THE PROPERTY BEING CONSIDERED FOR ANNEXATION AND PROPOSED TO BE SUBJECT TO THE PROPOSED ANNEXATION AGREEMENT IS LEGALLY DESCRIBED AS FOLLOWS:

THAT PART OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF GATEWAY SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 8, 1989 AS DOCUMENT NO. 1972329 WITH THE SOUTHWESTERLY LINE OF PARCEL 0002 ACQUIRED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION IN CONDEMNATION CASE ED 92 0015 BY ORDER DATED APRIL 22, 1993 AND AS SHOWN ON DOCUMENT 96K009367 AS ILLINOIS ROUTE 72, HIGGINS ROAD; THENCE SOUTH 61 DEGREES 53 MINUTES 27 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, 491.05 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 654.45 FEET ALONG SAID SOUTHWESTERLY LINE, BEING A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 22,706.63 FEET AND WHOSE CHORD BEARS OF SOUTH 61 DEGREES 03 MINUTES 54 SECONDS EAST 654.43 FEET TO A BEND POINT IN SAID SOUTHWESTERLY LINE; THENCE SOUTH 37 DEGREES 44 MINUTES 46 SECONDS EAST ALONG THE SOUTHWESTERLY

LINE OF SAID ILLINOIS ROUTE 72 A DISTANCE OF 160.60 FEET TO A BEND POINT IN SAID SOUTHWESTERLY LINE; THENCE NORTH 23 DEGREES 44 MINUTES 02 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE 61.34 FEET TO A POINT ON A CURVE: THENCE SOUTHEASTERLY 280.08 FEET ALONG SAID SOUTHWESTERLY LINE, NON TANGENT TO THE LAST DESCRIBED COURSE, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 22,706.63 FEET AND WHOSE CHORD BEARS OF SOUTH 59 DEGREES 31 MINUTES 40 SECONDS EAST 280.08 FEET TO A BEND POINT; THENCE SOUTH 59 DEGREES 09 MINUTES 16 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, NON TANGENT TO THE LAST DESCRIBED CURVE, 490.70 FEET; THENCE SOUTH 30 DEGREES 50 MINUTES 06 SECONDS WEST, DEPARTING FROM SAID SOUTHWESTERLY LINE 223.12 FEET; THENCE SOUTH 24 DEGREES 01 MINUTES 52 SECONDS WEST 311.97 FEET; THENCE NORTH 59 DEGREES 09 MINUTES 53 SECONDS WEST 822.05 FEET; THENCE NORTH 61 DEGREES 03 MINUTES 20 SECONDS WEST 122.51 FEET; THENCE SOUTH 08 DEGREES 53 MINUTES 49 SECONDS WEST 565.95 FEET; THENCE NORTH 81 DEGREES 06 MINUTES 11 SECONDS WEST 874.66 FEET TO A POINT ON SAID EAST LINE OF SAID GATEWAY SUBDIVISION; THENCE NORTH 08 DEGREES 31 MINUTES 15 SECONDS EAST ALONG THE LAST DESCRIBED LINE 1448.17 FEET TO THE POINT OF BEGINNING, TOGETHER WITH ALL THAT PART OF ILLINOIS ROUTE 72 (HIGGINS ROAD) LYING NORTH OF AND ADJACENT TO ABOVE DESCRIBED PROPERTIES, NOT PREVIOUSLY ANNEXED TO THE VILLAGE OF EAST DUNDEE, ALL IN KANE COUNTY, ILLINOIS.

PROPERTY INDEX NUMBERS: PART OF 03-25-300-011 AND PART OF 03-25-300-012, IN KANE COUNTY, ILLINOIS

GENERAL LOCATION: APPROXIMATELY FORTY-TWO (42) ACRES OF PROPERTY ON THE SOUTH SIDE OF ILLINOIS ROUTE 72 IN THE VICINITY OF CHRISTINA DRIVE, BEING UNINCORPORATED PROPERTY IN KANE COUNTY, ILLINOIS

ORDINANCE NUMBER 20 - __

AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT (ALTORFER CAT DEVELOPMENT AND PLOTE PROPERTY – SOUTH SIDE OF ILLINOIS ROUTE 72 IN THE VICINITY OF CHRISTINA DRIVE)

WHEREAS, the Village of East Dundee ("Village") is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the provisions of 65 ILCS 5/11-15.1-1, *et seq.*, as amended, authorize the Village to enter into and amend annexation agreements with the owners of property in unincorporated territory; and

WHEREAS, on May 16, 2020, the Village published notice of a public hearing regarding the "Annexation Agreement (Altorfer Cat Development and Plote Property)" ("Annexation Agreement") in the *Daily Herald* newspaper, and a copy of the notice is attached hereto as **EXHIBIT A** and made a part hereof; and

WHEREAS, a public hearing was held by the Village President and Board of Trustees in regard to the Annexation Agreement on June 1, 2020; and

WHEREAS, a copy of the Annexation Agreement, by and between the Village, Chicago Title Land Trust Company, Trust No. 8002350431, Chicago Title Land Trust Company, Trust No. 8002350432 and Altorfer, Inc. is attached hereto as **EXHIBIT B** and made a part hereof; and

WHEREAS, the owners of the territory which is the subject of the Annexation Agreement are willing and able to enter into the Annexation Agreement and fulfill the obligations thereunder; and

WHEREAS, the statutory requirements of 65 ILCS 5/11-15.1-1, *et seq.*, as amended, for approval of the Annexation Agreement have been fully complied with; and

WHEREAS, it is in the best interests of the Village that the Village enter into the Annexation Agreement;

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

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- <u>SECTION 1</u>: Incorporation. That each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.
- <u>SECTION 2</u>: Approval of Annexation Agreement. That the Annexation Agreement is approved and the Village President and Village Clerk are authorized and directed to execute the Annexation Agreement, and the Village President, Village Clerk and Village staff are authorized to take all actions necessary to fulfill the Village's obligations under the Annexation Agreement.
- **SECTION 3:** Recording. That, upon the execution of the Annexation Agreement by all parties thereto, the Village Clerk is hereby directed to record the Annexation Agreement with the Recorder of Deeds of Kane County, Illinois.
- **SECTION 4**: **Severability.** That 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 5**: **Repeal.** That all ordinances, resolutions, motions or parts thereof in conflict with this Ordinance shall be and the same are hereby repealed.
- **SECTION 6:** Effect. That this Ordinance shall be in full force and effect from and after its adoption by a two-thirds (2/3) vote of the Village President and Board of Trustees, and its adoption, approval and publication in pamphlet form as provided by law.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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ADOPTED this 1st day of June, 2020 pursuant to a roll call vote of at least two-thirds (2/3) of the Village President and Board of Trustees as follows:
AYES:
NAYES:
ABSENT:
APPROVED by me this 1st day of June, 2020.
Lael Miller, Village President
ATTEST:
Katherine Holt, Village Clerk
Published in pamphlet form this day of June, 2020, under the authority of the Village President and Board of Trustees.
Recorded in the Village records on June, 2020.

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EXHIBIT A

PUBLISHER'S CERTIFICATE NOTICE OF PUBLIC HEARING IN REGARD TO THE ANNEXATION AGREEMENT

(attached)

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EXHIBIT B

ANNEXATION AGREEMENT (ALTORFER CAT DEVELOPMENT AND PLOTE PROPERTY)

(attached)

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ANNEXATION AGREEMENT (ALTORFER CAT DEVELOPMENT AND PLOTE PROPERTY)

This ANNEXATION AGREEMENT (ALTORFER CAT DEVELOPMENT AND PLOTE PROPERTY) ("Agreement") is made and entered into this _____ day of June, 2020 ("Effective Date"), by and between the Village of East Dundee, an Illinois home rule municipal corporation ("Village"), Chicago Title Land Trust Company, Trust No. 8002350431, an Illinois land trust, Chicago Title Land Trust Company, Trust No. 8002350432, an Illinois land trust (which together with Chicago Title Land Trust Company, Trust No. 8002350431 is the "Owner") and Altorfer Inc., an lowa corporation authorized to conduct business in the State of Illinois ("Developer"). The Village, the Owner and the Developer are sometimes referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, as of the Effective Date, the Owner is the record owner of the property legally described and depicted on the "Plat of Annexation" in **EXHIBITS A-1** and **A-2**, respectively, attached hereto and made a part hereof, except that the Owner does not own the Illinois Department of Transportation rights-of-way legally described and depicted therein ("Property"); and

WHEREAS, as of the Effective Date, the Owner uses the Property as open space ("Current Use"); and

WHEREAS, as of the Effective Date, the Property is located in unincorporated Kane County and is contiguous with the corporate boundaries of the Village; and

WHEREAS, the Property consists of two (2) parcels, (a) the first parcel is approximately twenty-three (23) acres, which is legally described and depicted in **EXHIBITS B-1** and **B-2**, respectively, attached hereto and made a part hereof ("Altorfer Property") and (b) the remaining parcel of approximately fifteen and one-half (15.5) acres, which is legally described and depicted in **EXHIBITS C-1** and **C-2**, respectively, attached hereto and made a part hereof ("Remaining Property"); and

WHEREAS, the Owner and the Developer have entered into a real estate purchase contract for the conveyance of the Altorfer Property from the Owner to the Developer; and

WHEREAS, the Owner desires to continue ownership of the Remaining Property and to develop it in the future in conformity with the then-applicable Village of East Dundee Village Code and Zoning Ordinance ("Zoning Ordinance"); and

WHEREAS, the Village desires to annex the Property and the Owner and the Developer desire to have the Property annexed to the Village, and each of the Parties desires to obtain assurances from the other as to certain provisions of the Zoning

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Ordinance for the Property when the same has been annexed, and to other matters covered by this Agreement, for a period of twenty (20) years from and after the execution of this Agreement, as may be amended, from time to time ("Term"); and

WHEREAS, the Property is an approximately thirty-eight and 50/100 (38.5) acre parcel of land and there are zero (0) electors residing thereon; and

WHEREAS, all owners of record of the Property have signed and submitted a petition for annexation of the Property to the Village, which petition is attached hereto as **EXHIBIT D** and made a part hereof, and there are no electors residing on the Property; and

WHEREAS, the Owner and / or the Developer has filed, or will file, an application with the Village for the rezoning of the Altorfer Property and the Remaining Property to the M-1 Limited Manufacturing District, and for other relief from the Zoning Ordinance to allow the Altorfer Property to be used for heavy equipment sales, maintenance and related uses, as depicted and described in **EXHIBITS E-1** and **E-2**, respectively, attached hereto and made a part hereof (collectively, the "Future Uses"); and

WHEREAS, the Developer desires to acquire the Altorfer Property and to develop it with the Future Uses; and

WHEREAS, a public hearing on this Agreement was held by the Village President and Board of Trustees (together the "Corporate Authorities") on the 1st day of June, 2020; and

WHEREAS, the Parties wish to enter into a binding agreement with respect to the said annexation, zoning and development and for other related matters pursuant to the provisions of 65 ILCS 5/11-15.1-1, *et seq.*, and upon the terms and conditions contained in this Agreement; and

WHEREAS, all public hearings and other actions required to be held or taken prior to the adoption and execution of this Agreement, in order to make the same effective, have been held or taken, and such public hearings and other actions having been held pursuant to public notice as required by law and in accordance with all requirements of law prior to adoption and execution of this Agreement; and

WHEREAS, the Corporate Authorities of the Village, the Owner and the Developer deem it to be to the mutual advantage of the Parties and in the public interest that the Property be annexed to and developed as a part of the Village; and

WHEREAS, the Owner and the Developer desire to have the Altorfer Property rezoned and developed with the Future Uses and the Owner desires to have the Remaining Property rezoned as set forth above; and

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WHEREAS, the development of the Altorfer Property, as provided herein, and the future development of the Remaining Property, will promote the sound planning and development of the Village as a balanced community and will be beneficial to the Village; and

WHEREAS, the Corporate Authorities of the Village have examined the Current Use of the Property, as well as the Future Uses of the Altorfer Property, and have determined that said uses and the development of the Altorfer Property in accordance with this Agreement, and the development of the Remaining Property at a future time, best serve the public's health, safety and welfare; and

WHEREAS, the Corporate Authorities have acknowledged that one of the primary goals of local government is to promote the health, safety and welfare of its citizens by encouraging private investment in industry, business and housing in order to enhance the Village's tax base, ameliorate blight and provide job opportunities for its residents; and

WHEREAS, the Corporate Authorities also have acknowledged that in order to accomplish its goal to promote the health, safety and welfare of its citizens, there is often a need for economic assistance to address some of the extraordinary measures required to accomplish private investment in industry, business and housing; and

WHEREAS, pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time ("TIF Act") and the Village's authority and powers as a home rule unit, the Corporate Authorities are empowered to undertake the development and redevelopment of designated areas within its municipal limits in which existing conditions permit such areas to be classified as a "blighted area" as defined in Section 11.74.4-3(a) of the TIF Act, 65 ILCS 5/11-74.4-3(a); and

WHEREAS, pursuant to Ordinance Nos. 06-40, 06-41 and 06-42, adopted on September 18, 2006, as amended from time to time, the Village designated a tax increment redevelopment project area, approved a tax increment redevelopment plan and project, and adopted tax increment financing relative to the Village's "Route 72 and Route 25 / Dundee Crossings Tax Increment Financing District" ("TIF District"); and

WHEREAS, pursuant to the Illinois Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1, et seq., as amended from time to time ("Business Development District Law"), and the Village's authority and powers as a home rule unit, and pursuant to Ordinance No. 08-57, adopted on September 29, 2008, as amended by Ordinance No. 11-19, adopted on April 11, 2011, Ordinance No. 13-05, adopted on March 18, 2013, and Ordinance No. 15-16, adopted on March 30, 2015, the Corporate Authorities designated the "Downtown and Dundee Crossing Business Development District" ("Business Development District"), in which the Corporate Authorities have imposed a retailers' occupation tax and service occupation tax in the amount of three-fourths of one percent (.75%) on all commercial operations within the boundaries of the Business Development District, to be used to pay costs incurred with

the planning, execution and implementation of the Business Development District development plan; and

WHEREAS, pursuant to Section 8-1-2.5 of the Illinois Municipal Code, 65 ILCS 5/8-1-2.5, the Corporate Authorities are authorized to incur costs and to make and enter into all contracts necessary or incidental to promotion of economic development within the Village; and

WHEREAS, the Property is contiguous to, but not yet within, the TIF District and the Business Development District; and

WHEREAS, the Developer's proposal calls for the Future Uses to be constructed, operated and maintained on the Altorfer Property with the support of economic development assistance from the Village from the TIF District and the Business Development District, or the "New Economic Development District(s)," as defined and set forth in Section 5 below, to help pay some of the extraordinary costs of developing the Future Uses; and

WHEREAS, the Parties desire to add the Property to the TIF District and the Business Development District, or the New Economic Development District(s), to allow the Future Uses to be constructed, operated and maintained on the Altorfer Property and to allow the Remaining Property to be developed in accordance with the redevelopment plans and projects of the TIF District and the Business Development District, or of the New Economic Development District(s); and

WHEREAS, the Corporate Authorities have determined that the development of the Altorfer Property with the Future Uses pursuant to the terms of this Agreement and the "Development Agreement by and Between the Village of East Dundee, Cook and Kane Counties, Illinois and Altorfer Inc. (Altorfer Cat Development)" attached hereto as EXHIBIT F and made apart hereof, which such changes thereto as permitted by Section 5 below ("Development Agreement"), would further the redevelopment plans and projects of the TIF District and the Business Development District, or the New Economic Development District(s), is in the best interests of the Village and its residents and taxpayers, thereby helping to provide for economic development and job opportunities for the inhabitants of the Village, and would enhance the tax base of the Village and other taxing districts and add to the welfare and prosperity of the Village and its inhabitants:

NOW, THEREFORE, in consideration of the premises and the mutual promises herein set forth, the Parties agree as follows:

- 1. <u>Incorporation of Recitals</u>: The foregoing recitals are incorporated in this Agreement as if fully set forth herein.
- 2. <u>Acquisition and Development of the Altorfer Property</u>: The Developer shall acquire the Altorfer Property on or before July 31, 2020 ("Acquisition Deadline").

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The Parties agree that the Altorfer Property shall be developed in accordance with the terms of this Agreement, the Development Agreement and the exhibits attached thereto, respectively.

- 3. <u>Annexation</u>: Subject to the provisions of Division 7-1 of the Illinois Municipal Code (65 ILCS 5/7-1), the Parties agree to do all things necessary or appropriate to cause the Property to be duly and validly annexed to the Village as promptly as practicable after the execution of this Agreement. The Parties shall cause such annexation to be made pursuant to the provisions of Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8).
- 4. **Zoning**: Upon annexation of the Property into the Village, the Property shall be zoned in the R-1 Single-Family Residence District pursuant to Section 157.018 of the Zoning Ordinance. Prior to or upon annexation of the Altorfer Property to the Village as set forth herein, the Owner and / or the Developer shall submit an application to the Village to rezone the Property, including, without limitation, the Remaining Property, into the M-1 Limited Manufacturing District and for all other relief from the Zoning Ordinance needed to allow the Future Uses to be constructed, operated and maintained on the Altorfer Property ("Zoning Application"). The Village shall consider the Zoning Application as set forth in the Zoning Ordinance. The Corporate Authorities shall consider and approve the Zoning Application on or before August 17, 2020, or such later date as agreed to by the Village and the Developer ("Zoning Approval Deadline"), with such changes thereto as the Corporate Authorities deem reasonably appropriate, but which changes shall allow the Future Uses to be constructed, operated and maintained on the Altorfer Property.
- TIF District and Business Development District Boundaries or New Economic Development District(s): After annexation of the Property into the Village, the Village shall use its reasonable best efforts to have the Property added to the boundaries of the TIF District and the Business Development District on or before November 16, 2020, or such later date as agreed to by the Parties ("Boundary Amendment Deadline," which together with the Zoning Approval Deadline are the "Approval Deadlines"). The Owner and the Developer shall cooperate with and assist the Village in adding the Property to the boundaries of the TIF District and the Business Development District. If the Village determines, in its sole and absolute discretion, that the Property is not eligible to be added to the boundaries of the TIF District under the TIF Act and / or the Business Development District under the Business Development District Law, then the Village may meet its obligations under this Section 5 by creating a new tax increment financing district and / or a new business development district (a "New Economic Development District"), as the case may be, that includes the Property and that would provide substantially the same economic incentives to the Developer under the Development Agreement as would the TIF District and / or the Business Development District, as the case may be.

- **Development Agreement**: The Village and the Developer approve the Development Agreement, which shall apply to the Altorfer Property and which shall take effect upon, and shall have an effective date as of the later of (a) the Developer acquiring the Altorfer Property and (b) the Property being added to the boundaries of the TIF District and the Business Development District, or the New Economic Development District(s), except that the Development Agreement shall not take effect at that time unless and until the Owner and the Developer are in compliance with their obligations in this Agreement. If the Village creates the New Economic Development District(s), the Village and the Developer, prior to the effective date of the Development Agreement, shall revise the non-substantive terms of the Development Agreement to reflect the use of the New Economic Development District(s) in lieu of the TIF District and / or the Business Development District, as the case may be, and such revisions shall not require separate approval by the Corporate Authorities and the Developer. It is the intent of the Village and the Developer that any revisions to the Development Agreement under this Section 6 shall be non-substantive and only relate to revisions necessary to document properly the name(s), date(s) of creation and other administrative details regarding the New Economic Development District(s). Substantive revisions to the Development Agreement shall require separate approvals by the Corporate Authorities and the Village.
- 7. **Easements:** The Owner shall provide all easements, both on-site and off-site (if applicable), which may be required by the Village Engineer, in a form provided by the Village, to enable the Property to be drained properly and to receive water, sanitary sewer, electric, telephone, gas, and cable television service, with the Village being a named grantee in all said easements along with the applicable utility companies and cable television operator(s). The Developer shall provide to the Owner all easements reasonably necessary over the Altorfer Property for the future development of Owner's property adjacent to the Property, provided such easements shall not interfere unreasonably with the Developer's use and occupancy of the Altorfer Property, and the extension and or use of said easements will be at the Owner's cost, and the Owner shall indemnify the Developer therefor, and the Owner shall restore the Altorfer Property to the condition prior to access of the easement.

8. **Development Approvals and Early Action:**

A. Other Plans: Other than the Future Uses, there currently are no plans for immediate development of the Altorfer Property which have been submitted along with the Owner's request for annexation. There currently are no plans for development of the Remaining Property. As such, the Owner, the Owner and the Developer agree that any future plans for developing the Property shall be subject to all applicable codes, ordinances, rules and regulations of the Village as are in place at the time of the submittal of any development request, except to the extent otherwise provided for in this Agreement.

- B. <u>Mass Grading</u>: The Developer, at its own risk and with no right of reimbursement or compensation from the Village, may conduct mass grading on the Altorfer Property after the following conditions have been met:
 - (1) The Altorfer Property is annexed into the Village;
 - (2) The Developer has posted a construction and performance bond ("Performance Bond"), with the Village in an amount determined by the Village Engineer, in a form acceptable to the Village and written by a surety company acceptable to the Village, to guarantee the completion of the mass grading work in compliance with all legal requirements and permits related thereto, and such Performance Bond shall remain in full force and effect until sixty (60) calendar days after final Village approval of the final mass grading of the Altorfer Property; and
 - (3) The Developer has applied for, and has obtained, a permit from the Village for the mass grading work, and the Developer has applied for, and has obtained, all other permits required for the mass grading work, such as, but not limited to, a National Pollutant Discharge Elimination System Permit from the Illinois Environmental Protection Agency.
- C. <u>Piemonte Drive</u>: Within thirty (30) days of commencement of the mass grading set forth in Section 8.B. above, and so long as the Owner and the Developer are in compliance with their obligations in this Agreement, the Village shall patch, at its cost, that portion of Piemonte Drive owned by, or otherwise dedicated to, the Village that is necessary to allow heavy construction vehicles involved in construction on the Project to access temporarily the Altorfer Property during construction.

9. Rezoning and Permit Fees:

A. Altorfer Property: The Developer shall pay rezoning fees in accordance with the applicable provisions of the Village of East Dundee Village Code for the Altorfer Property. In addition to these fees, the Developer agrees to pay all applicable permit (including, but not limited to, building permit) and utility connection fees as required by the Village of East Dundee Village Code at the time of application for respective permits and connections for the Altorfer Property.

- B. Remaining Property: The Owner shall pay rezoning fees in accordance with the applicable provisions of the Village of East Dundee Village Code for the Remaining Property. In addition to these fees, the Owner agrees to pay all applicable permit (including, but not limited to, building permit) and utility connection fees as required by the Village of East Dundee Village Code at the time of application for respective permits and connections for the Remaining Property.
- 10. <u>Reasonableness of Fees and Charges</u>: The Owner and the Developer further agree that the charges, fees and contributions required by this Agreement are reasonable in amount, where applicable, and reasonably are related to and made necessary by the current condition of the Property, as well as any future development thereof.
- 11. Disconnection Prohibition: During the Term, and after annexation of the Property to the Village, the Owner and the Developer shall not seek or participate in the disconnection of all or any portion of the Property from the Village pursuant to Division 7-3 of the Illinois Municipal Code (65 ILCS 5/7-3), or any similar statutory provision or common law principal with regard to the disconnection of property from the corporate limits of a municipality. Notwithstanding the foregoing, if any of the Approval Deadlines are not met, or if the Developer does not acquire the Altorfer Property by the Acquisition Deadline, then on or before August 17, 2021, and so long as the Development Agreement is not in effect, the Owner may file a written petition with the Village for disconnection of all or any portion of the Property which it owns, including, without limitation, the Altorfer Property, from the Village pursuant to Section 7-3-4 of the Illinois Municipal Code (65 ILCS 5/7-3-4) and the Village shall approve the Owner's written petition for disconnection if the Village agrees that the Village failed to meet any of the Approval Deadlines and if the Village agrees that the Property meets the requirements for disconnection in Section 7-3-4 of the Illinois Municipal Code (65 ILCS 5/7-3-4).

12. **General Provisions**:

- A. <u>Notices</u>: Notice or other writings which a Party is required to, or may wish to, serve upon any other Party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:
 - (1) If to the Village or Corporate Authorities:

Village President and Board of Trustees Village of East Dundee 120 Barrington Avenue East Dundee, Illinois 60118

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With copies to:

- (a) Village AdministratorVillage of East Dundee120 Barrington AvenueEast Dundee, Illinois 60118
- (b) Klein, Thorpe and Jenkins, Ltd.20 North Wacker Drive, Suite 1660Chicago, Illinois 60606Attn: Gregory T. Smith
- (2) If to the Owner:

Omoago Thie Land Trust Company,	Trust No. 8002350431
, Illinois	
Attn:	
and	
Chicago Title Land Trust Company,	Trust No. 8002350432
Chicago Title Land Trust Company,, Illinois	Trust No. 8002350432
	Trust No. 8002350432

Plote Investments, LP 1141 E. Main Street, #100 East Dundee, Illinois 60118 Attn: Ryan Trottier

With a copy to:

Kelleher & Buckley, LLC 102 South Wynstone Park Drive North Barrington, Illinois 60010

Attn: Warren R. Fuller and Keith A. Zerman

(4) If to the Developer:

Altorfer Inc. 2600 6th Street S.W. Cedar Rapids, Iowa 54204 Attn: Derek Altorfer

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With a copy to:

McDermott Will & Emery LLP 444 West Lake Street, Suite 4000 Chicago, Illinois 60606 Attn: David R. Neville

or to such other address as any Party, from time to time, may designate in a written notice to the other Parties.

- B. **Continuity of Obligations**: The provisions of this Agreement shall be binding upon the successors in title to the Owner, and shall be considered and hereby are declared as covenants running with the land of the Property. In the event of any sale or conveyance by the owner of the Property, or any portion thereof, the owner shall notify the Village in writing, within ten (10) working days after the closing of such sale or conveyance, of any and all successors in title to all or any portion of the Property. Such written notice shall include identification of the name(s) of such successor(s), the date of such sale or conveyance, and a copy of the title commitment identifying the grantee, the real estate sold or conveyed, and such other information as is usually and customarily included in a title commitment for the sale or conveyance of real estate. Successors in title to any portion of the Property shall be an "Owner" for purposes of this Agreement. Any reference to the Owner herein shall include all subsequent owners of any portion of the Property. Successors in title to any portion of the Altorfer Property shall be a "Developer" for purposes of this Agreement. If the Developer acquires the Altorfer Property, or any other portion of the Property, the Developer shall be both the "Developer" and an "Owner" for purposes of this Agreement.
- C. <u>Court Contest</u>: In the event the annexation of the Property, the classification of the Property for zoning purposes, or any term of this Agreement is challenged in any court proceeding, the period of time during which such litigation is pending, including (without limitation) the appeal time therefor, shall not be included, if allowed by law, in calculating the Term.
- D. <u>Remedies:</u> The Parties, and their respective successors and assigns, covenant and agree that in the event of a default in regard to any of the terms, provisions or conditions of this Agreement by a Party, or their respective successors or assigns, which default exists uncorrected for a period of thirty (30) days after written notice to each defaulting Party, the Party seeking to enforce said provision

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shall have the right of specific performance, and if said Party prevails in a court of law, it shall be entitled to specific performance. It further expressly is agreed by and among the Parties hereto that the remedy of specific performance herein given shall not be exclusive of any other remedy afforded by law or at equity to the Parties, or their respective successor or successors in title, except that the Owner and the Developer shall not be entitled to any award of damages from the Village by reason of the Village failing to meet any of the Approval Deadlines.

- E. <u>Conveyances</u>: Nothing contained in this Agreement shall be construed to restrict or limit the right of the Owner to sell or convey all or any portion of the Property, whether improved or unimproved, except as otherwise specifically set forth herein.
- F. <u>Survival of Representations</u>: The Parties agree that the representations, warranties and recitals set forth in the preambles to this Agreement are material to this Agreement and the Parties hereby confirm and admit their truth and validity and hereby incorporate such representations, warranties and recitals into this Agreement and the same shall continue during the period of this Agreement.
- G. <u>Captions and Paragraph Headings</u>: The captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

H. Reimbursement of Village for Fees and Expenses:

- (1) To Effective Date of Agreement: The Developer, concurrently with the execution and approval of this Agreement, promptly shall reimburse the Village for the following expenses incurred in the preparation and review of this Agreement, and the approval of zoning and conceptual zoning for the Property, and any ordinances, letters of credit, bonds, plats, easements or other documents relating to the Property:
 - (a) the costs incurred by the Village for engineering services:
 - (b) all reasonable attorneys' fees incurred by the Village in connection with this Agreement and the annexation and zoning of the Property; and

- (c) miscellaneous, reasonable, out-of-pocket, third-party Village expenses, such as legal publication costs, recording fees and copying expense.
- (2) From and After Effective Date of Agreement: Except as provided in this subsection, upon demand by the Village made by and through its Village Administrator, the Developer, from time to time, shall promptly reimburse the Village for all reasonable expenses and costs incurred by the Village relative to the annexation and rezoning of the Property, and the administration of this Agreement, including engineering fees, attorneys' fees and out-of-pocket expenses involving various matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder, and the negotiation and preparation of letters of credit, bonds and escrow agreements to be entered into as security for the completion of public improvements.

Such costs and expenses incurred by the Village, as set forth above, shall be evidenced to the Developer upon its request; and such costs and expenses may be confirmed further by the Developer at either's option from additional documents designated from time to time by the Developer relevant to determining such costs and expenses.

Notwithstanding the foregoing, in no event shall the Developer be required to reimburse the Village or pay for any expenses or costs of the Village as aforesaid more than once, whether such are reimbursed or paid through special assessment or special service area proceedings, through fees established by the Village ordinances, or otherwise.

(3) Third Party Claims: In the event that any third party or parties institute any legal proceedings against the Owner, the Developer and / or the Village, which relate to the terms of this Agreement, then, in that event, the Owner and the Developer, on notice from the Village, other than due to the acts or omissions of the Village, shall indemnify, defend and hold harmless the Village and assume the entire defense of such lawsuit and all expenses of whatever nature relating thereto at its sole cost, with the Village having the right to select its own counsel and direct its own defense.

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- I. No Waiver or Relinquishment of Right to Enforce Agreement: Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon the other Party imposed, shall not constitute or be construed as a waiver or relinquishment of either Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- J. <u>Village Approval or Direction</u>: Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided herein or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Agreement.
- K. <u>Recording</u>: A copy of this Agreement and any amendments hereto shall be recorded against title to the Property by the Village at the expense of the Developer.
- L. Authorization to Execute: The Owner and the Developer each represent and warrant that the individuals executing this Agreement on behalf of such Party have been lawfully authorized by the Owner and the Developer to execute this Agreement on behalf of the Owner and Developer, respectively. The Village President and Village Clerk of the Village hereby warrant that they have been lawfully authorized by the Corporate Authorities to execute this Agreement. The Owner, the Developer and the Village shall deliver to each other, upon request, copies of all bylaws, joint venture agreements, resolutions, ordinances or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.
- M. <u>Amendment</u>: This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Parties relative to the subject matter hereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties hereto unless authorized in accordance with law, including, but not limited to, Division 11-15.1, of the Illinois Municipal Code, 65 ILCS 5/11-15.1, and reduced in writing and signed by them.
- N. <u>Counterparts</u>: This Agreement may be executed in any number of counterparts, each of which, taken together, shall constitute one and the same instrument.

- O. <u>Conflict Between the Text and Exhibits</u>: In the event of a conflict in the provisions of the text of this Agreement and the exhibits attached hereto, the text of the Agreement shall control and govern, unless a particular provision of this Agreement specifically provides otherwise.
- P. <u>Definition of Village</u>: When the term Village is used herein, it shall be construed as referring to the Corporate Authorities of the Village, unless the context clearly indicates otherwise.
- Q. <u>Execution of Agreement</u>: This Agreement shall be signed last by the Village, and the Village President of the Village shall affix the date on which the Village President signs this Agreement on Page 1 hereof, which date shall be the Effective Date.
- R. <u>Term of Agreement</u>: As previously provided, this Agreement shall be in full force and effect for the entire Term.
- S. <u>Venue</u>: The Parties hereto agree that for purposes of any lawsuit(s) between them concerning this Agreement, its enforcement, or the subject matter thereof, venue shall be in Kane County, Illinois, and the laws of the State of Illinois shall govern the cause of action.
- Τ. Assumption of Risk: The Owner and the Developer acknowledge that the Illinois Governor has issued, modified and extended "Stay At Home" Executive Orders in Executive Orders 2020-07, 2020-18 and 2020-30, pursuant to disaster declarations regarding the COVID-19 pandemic (collectively, and as modified and extended, the "Stay At Home Order"). The Stay At Home Order is in effect as of the Effective Date. Under the Stay At Home Order (1) Village Hall is closed to the public, (2) physical gatherings of people are significantly limited and (3) the Corporate Authorities and Village commissions and committees are permitted to conduct certain public business by audio or video conference, as opposed to in-person gatherings, under the Illinois Open Meetings Act. The Owner and the Developer have requested that the Village proceed with public hearings regarding this Agreement and the zoning relief related to the Property, including, without limitation, the Altorfer Property and the Remaining Property, even though in-person public hearings are not possible given the limitations of the Stay At Home Order. The Owner and the Developer acknowledge the potential risks associated with conducting the public hearings related to this Agreement and zoning relief related to the Property, including, without limitation, the Altorfer Property and the Remaining Property by audio or video conference, and the Owner and the Developer assume and bear the risks of proceeding at this time. The Owner and the Developer agree to not challenge the sufficiency of any public hearing related to this Agreement or the Property, including, without

limitation, the Altorfer Property and the Remaining Property, on the grounds that (i) the public hearing was conducted by audio or video conference, or (ii) that the Owner or the Developer were denied any procedural rights related thereto.

U. <u>Severability</u>: If any provision of this Agreement shall be held invalid or unenforceable in any respect by a court of competent jurisdiction, each Party agrees to modify such provision or, that the court making such determination shall have the power to modify such provision, to reduce any one or more of the scope, duration or area of such provision, or to delete specific words or phrases ("blue-penciling") and in its reduced or blue-penciled form, such provision shall then be enforceable and shall be enforced.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the Parties hereto have set their hands and seals to this Agreement on the day and year first above written.

VILLAGE:	OWNER:
VILLAGE OF EAST DUNDEE	CHICAGO TITLE LAND TRUST COMPANY, TRUST NO. 8002350431
By: Lael Miller, Village President	By:
ATTEST:	ATTEST:
Katherine Holt, Village Clerk	
Dated: June, 2020	Dated: May, 2020
DEVELOPER:	OWNER:
ALTORFER INC.	CHICAGO TITLE LAND TRUST COMPANY, TRUST NO. 8002350432
By: Derek Altorfer, President	By:
	ATTEST:
Dated: May . 2020	Dated: May . 2020

ACKNOWLEDGMENT (VILLAGE)

STATE OF ILLINOIS)) SS	
COUNTY OF KANE)	
DO HEREBY CERTIFY that Lael M President of the Village of East Dunde be the Village Clerk of said municipal of same persons whose names are subefore me this day in person and seve and Village Clerk, they signed and corporate seal of said municipal corporate by the Village Board of Trustee	ublic, in and for the County and State aforesaid, iller, personally known to me to be the Village e, and Katherine Holt, personally known to me to corporation, and personally known to me to be the bscribed to the foregoing instrument, appeared rally acknowledged that as such Village President delivered the said instrument and caused the pration to be affixed thereto, pursuant to authority as of said municipal corporation, as their free and intary act and deed of said municipal corporation, orth.
GIVEN under my hand and office	ial seal, this day of June, 2020.
Commission expires	, 2020.
	Notary Public

ACKNOWLEDGMENT (OWNER)

STATE OF ILLINOIS)	
STATE OF ILLINOIS)) SS COUNTY OF)	
I, the undersigned, a Notary Public, in and for the Code DO HEREBY CERTIFY that the above-named, personally known to me to be of, a ("Affiant"), at to me to be the same persons whose names are subscribed as such and of the Affiant, apperent of a such and acknowledged that as such and they signed and delivered the said instrument, as their free the free and voluntary act of the Affiant, for the uses and purples.	the and and also personally known to the foregoing instrument eared before me this day in of the Affiant, and voluntary act, and as
GIVEN under my hand and Notary Seal this day	y of May, 2020.
Commission expires, 2020.	
	Notary Public

ACKNOWLEDGMENT (OWNER)

STATE OF ILLINOIS)
STATE OF ILLINOIS)) SS COUNTY OF)
I, the undersigned, a Notary Public, in and for the County and State aforesaid, OO HEREBY CERTIFY that the above-named and , personally known to me to be the and of, a ("Affiant"), and also personally known
o me to be the same persons whose names are subscribed to the foregoing instrument as such and of the Affiant, appeared before me this day in person and acknowledged that as such and of the Affiant, they signed and delivered the said instrument, as their free and voluntary act, and as the free and voluntary act of the Affiant, for the uses and purposes therein set forth.
GIVEN under my hand and Notary Seal this day of May, 2020.
Commission expires, 2020.
Notary Public

ACKNOWLEDGMENT (DEVELOPER)

STATE OF IOWA) \
COUNTY OF) SS)
DO HEREBY CERTIFY that to be the President of Alto known to me to be the sinstrument as such President acknowledged that	a Notary Public, in and for the County and State aforesaid, at the above-named Derek Altorfer personally known to me rfer Inc., an Iowa corporation ("Affiant"), and also personally same person whose name is subscribed to the foregoing ent of the Affiant, appeared before me this day in person and h President of the Affiant, he signed and delivered the said and voluntary act, and as the free and voluntary act of the rposes therein set forth.
GIVEN under my ha	nd and Notary Seal this day of May, 2020.
Commission expires	, 2020.
	Notary Public
	rtotary r deno

EXHIBIT A-1

LEGAL DESCRIPTION OF THE PROPERTY

THAT PART OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF GATEWAY SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 8, 1989 AS DOCUMENT NO. 1972329 WITH THE SOUTHWESTERLY LINE OF PARCEL 0002 ACQUIRED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION IN CONDEMNATION CASE ED 92 0015 BY ORDER DATED APRIL 22, 1993 AND AS SHOWN ON DOCUMENT 96K009367 AS ILLINOIS ROUTE 72, HIGGINS ROAD;

THENCE SOUTH 61 DEGREES 53 MINUTES 27 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, 491.05 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 654.45 FEET ALONG SAID SOUTHWESTERLY LINE, BEING A TANGENT CURVE TO THE RIGHT. HAVING A RADIUS OF 22,706.63 FEET AND WHOSE CHORD BEARS OF SOUTH 61 DEGREES 03 MINUTES 54 SECONDS EAST 654.43 FEET TO A BEND POINT IN SAID SOUTHWESTERLY LINE; THENCE SOUTH 37 DEGREES 44 MINUTES 46 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID ILLINOIS ROUTE 72 A DISTANCE OF 160.60 FEET TO A BEND POINT IN SAID SOUTHWESTERLY LINE; THENCE NORTH 23 DEGREES 44 MINUTES 02 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE 61.34 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY 280.08 FEET ALONG SAID SOUTHWESTERLY LINE, NON TANGENT TO THE LAST DESCRIBED COURSE. BEING A CURVE TO THE RIGHT. HAVING A RADIUS OF 22,706.63 FEET AND WHOSE CHORD BEARS OF SOUTH 59 DEGREES 31 MINUTES 40 SECONDS EAST 280.08 FEET TO A BEND POINT: THENCE SOUTH 59 DEGREES 09 MINUTES 16 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, NON TANGENT TO THE LAST DESCRIBED CURVE, 490.70 FEET; THENCE SOUTH 30 DEGREES 50 MINUTES 06 SECONDS WEST, DEPARTING FROM SAID SOUTHWESTERLY LINE 223.12 FEET: THENCE SOUTH 24 DEGREES 01 MINUTES 52 SECONDS WEST 311.97 FEET: THENCE NORTH 59 DEGREES 09 MINUTES 53 SECONDS WEST 822.05 FEET: THENCE NORTH 61 DEGREES 03 MINUTES 20 SECONDS WEST 122.51 FEET: THENCE SOUTH 08 DEGREES 53 MINUTES 49 SECONDS WEST 565.95 FEET: THENCE NORTH 81 DEGREES 06

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MINUTES 11 SECONDS WEST 874.66 FEET TO A POINT ON SAID EAST LINE OF SAID GATEWAY SUBDIVISION; THENCE NORTH 08 DEGREES 31 MINUTES 15 SECONDS EAST ALONG THE LAST DESCRIBED LINE 1448.17 FEET TO THE POINT OF BEGINNING,

TOGETHER WITH ALL THAT PART OF ILLINOIS ROUTE 72 (HIGGINS ROAD) LYING NORTH OF AND ADJACENT TO ABOVE DESCRIBED PROPERTIES, NOT PREVIOUSLY ANNEXED TO THE VILLAGE OF EAST DUNDEE, ALL IN KANE COUNTY, ILLINOIS.

P.I.Ns.: part of 03-25-300-011 and part of 03-25-300-012 in Kane County, Illinois.

General Location: Approximately forty-two (42) acres of property on the south side of Illinois Route 72 in the Vicinity of Christina Drive, unincorporated Kane County, Illinois.

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EXHIBIT A-2

PLAT OF ANNEXATION

(attached)

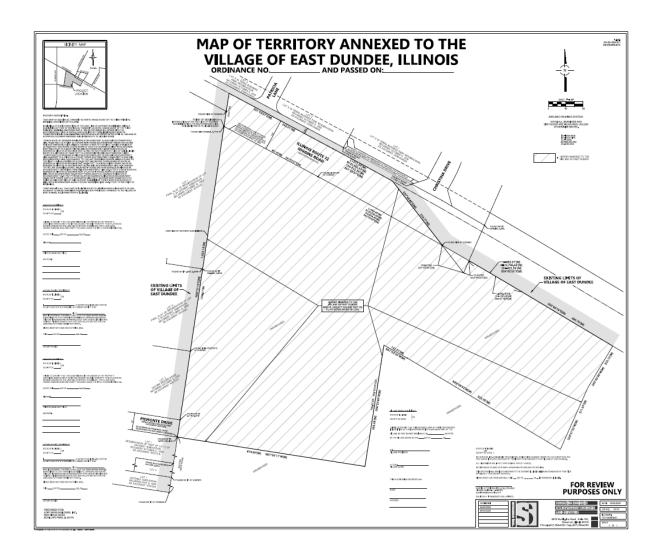


EXHIBIT B-1

LEGAL DESCRIPTION OF THE ALTORFER PROPERTY

(attached)

THAT PART OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF GATEWAY SUBDIVISION PER DOCUMENT NO. 1972329; THENCE NORTH 08 DEGREES 30 MINUTES 18 SECONDS EAST, ALONG THE EAST LINE OF SAID GATEWAY SUBDIVISION, 924.83 FEET THE SOUTH EAST CORNER OF LOT 2 IN SATURN RESUBDIVISION PER DOCUMENT NO. 93K77117 BEING THE POINT OF BEGINNING;

THENCE NORTH 08 DEGREES 30 MINUTES 18 SECONDS EAST CONTINUING ALONG SAID EAST LINE, 1368.46 FEET TO THE SOUTHWESTERLY LINE OF PARCEL 0002 ACQUIRED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION IN CONDEMNATION CASE ED 92 0015 BY ORDER DATED APRIL 22, 1993; THENCE SOUTH 61 DEGREES 53 MINUTES 04 SECONDS EAST ALONG SAID SOUTHERLY LINE, 491.34 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE BEING A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 22,704.25 FEET, AN ARC DISTANCE OF 480.76 FEET, THE CHORD OF SAID ARC HAS A LENGTH OF 480.75 FEET AND A BEARING OF SOUTH 61 DEGREES 16 MINUTES 40 SECONDS EAST; THENCE SOUTH 30 DEGREES 12 MINUTES 09 SECONDS WEST, 113.56 FEET: THENCE ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1033.00 FEET, AN ARC DISTANCE OF 384.01 FEET, THE CHORD OF SAID ARC HAS A LENGTH OF 381.80 FEET AND BEARING OF SOUTH 19 DEGREES 33 MINUTES 10 SECONDS WEST: THENCE SOUTH 08 DEGREES 54 MINUTES 12 SECONDS WEST, 562.72 FEET; THENCE NORTH 81 DEGREES 05 MINUTES 48 SECONDS WEST, 794.93 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

P.I.Ns.: part of 03-25-300-012 in Kane County, Illinois.

General Location: Approximately twenty-three (23) acres of property on the south side of Illinois Route 72 in the Vicinity of Christina Drive, unincorporated Kane County, Illinois.

EXHIBIT B-2

DEPICTION OF THE ALTORFER PROPERTY

(attached)

EXHIBIT B-2 DEPICTION OF ALTORFER PROPERTY



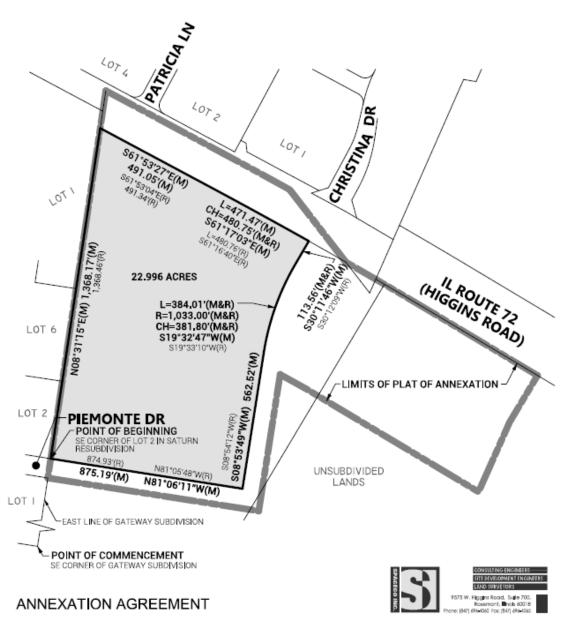


EXHIBIT C-1

LEGAL DESCRIPTION OF THE REMAINING PROPERTY

(attached)

THAT PART OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF GATEWAY SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 8, 1989 AS DOCUMENT NO. 1972329 WITH THE SOUTHWESTERLY LINE OF PARCEL 0002 ACQUIRED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION IN CONDEMNATION CASE ED 92 0015 BY ORDER DATED APRIL 22, 1993 AND AS SHOWN ON DOCUMENT 96K009367 AS ILLINOIS ROUTE 72, HIGGINS ROAD;

THENCE SOUTH 61 DEGREES 53 MINUTES 27 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, 491.05 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 654.45 FEET ALONG SAID SOUTHWESTERLY LINE. BEING A TANGENT CURVE TO THE RIGHT. HAVING A RADIUS OF 22,706.63 FEET AND WHOSE CHORD BEARS OF SOUTH 61 DEGREES 03 MINUTES 54 SECONDS EAST 654.43 FEET TO A BEND POINT IN SAID SOUTHWESTERLY LINE: THENCE SOUTH 37 DEGREES 44 MINUTES 46 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID ILLINOIS ROUTE 72 A DISTANCE OF 160.60 FEET TO A BEND POINT IN SAID SOUTHWESTERLY LINE: THENCE NORTH 23 DEGREES 44 MINUTES 02 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE 61.34 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY 280.08 FEET ALONG SAID SOUTHWESTERLY LINE. NON TANGENT TO THE LAST DESCRIBED COURSE, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 22,706.63 FEET AND WHOSE CHORD BEARS OF SOUTH 59 DEGREES 31 MINUTES 40 SECONDS EAST 280.08 FEET TO A BEND POINT: THENCE SOUTH 59 DEGREES 09 MINUTES 16 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, NON TANGENT TO THE LAST DESCRIBED CURVE, 490.70 FEET: THENCE SOUTH 30 DEGREES 50 MINUTES 06 SECONDS WEST, DEPARTING FROM SAID SOUTHWESTERLY LINE 223.12 FEET; THENCE SOUTH 24 DEGREES 01 MINUTES 52 SECONDS WEST 311.97 FEET: THENCE NORTH 59 DEGREES 09 MINUTES 53 SECONDS WEST 822.05 FEET; THENCE NORTH 61 DEGREES 03 MINUTES 20 SECONDS WEST 122.51 FEET; THENCE SOUTH 08 DEGREES 53 MINUTES 49 SECONDS WEST 565.95 FEET; THENCE NORTH 81 DEGREES 06 MINUTES 11 SECONDS WEST 874.66 FEET TO A POINT ON SAID EAST LINE OF SAID GATEWAY SUBDIVISION; THENCE NORTH 08 DEGREES 31 MINUTES 15 SECONDS EAST ALONG THE LAST DESCRIBED LINE 1448.17 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF GATEWAY SUBDIVISION PER DOCUMENT NO. 1972329; THENCE NORTH 08 DEGREES 30 MINUTES 18 SECONDS EAST, ALONG THE EAST LINE OF SAID GATEWAY SUBDIVISION, 924.83 FEET THE SOUTH EAST CORNER OF LOT 2 IN SATURN RESUBDIVISION PER DOCUMENT NO. 93K77117 BEING THE POINT OF BEGINNING;

THENCE NORTH 08 DEGREES 30 MINUTES 18 SECONDS EAST CONTINUING ALONG SAID EAST LINE, 1368.46 FEET TO THE SOUTHWESTERLY LINE OF PARCEL 0002 ACQUIRED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION IN CONDEMNATION CASE ED 92 0015 BY ORDER DATED APRIL 22, 1993; THENCE SOUTH 61 DEGREES 53 MINUTES 04 SECONDS EAST ALONG SAID SOUTHERLY LINE, 491.34 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE BEING A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 22,704.25 FEET, AN ARC DISTANCE OF 480.76 FEET, THE CHORD OF SAID ARC HAS A LENGTH OF 480.75 FEET AND A BEARING OF SOUTH 61 DEGREES 16 MINUTES 40 SECONDS EAST; THENCE SOUTH 30 DEGREES 12 MINUTES 09 SECONDS WEST, 113.56 FEET; THENCE ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1033.00 FEET, AN ARC DISTANCE OF 384.01 FEET, THE CHORD OF SAID ARC HAS A LENGTH OF 381.80 FEET AND BEARING OF SOUTH 19 DEGREES 33 MINUTES 10 SECONDS WEST; THENCE SOUTH 08 DEGREES 54 MINUTES 12 SECONDS WEST, 562,72 FEET: THENCE NORTH 81 DEGREES 05 MINUTES 48 SECONDS WEST, 794.93 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

P.I.Ns.: part of 03-25-300-011 and part of 03-25-300-012 in Kane County, Illinois.

General Location: Approximately fifteen and one-half (15.5) acres of property on the south side of Illinois Route 72 in the Vicinity of Christina Drive, unincorporated Kane County, Illinois.

EXHIBIT C-2

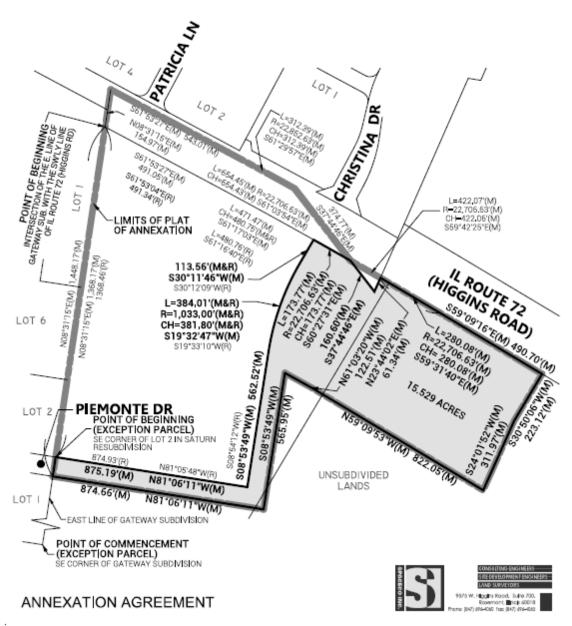
DEPICTION OF THE REMAINING PROPERTY

(attached)

EXHIBIT C-2 DEPICTION OF REMAINING PROPERTY



SCALE: 1" - 300'



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EXHIBIT D

ANNEXATION PETITION

(attached)

847-428-1000 • Fax 847-428-1062

Mailing Address:

P.O. Box 957856 Hoffman Estates, IL 60195 Office Location

1141 E. Main St., Suite 100 East Dundee, IL 60118

Ms. Jennifer Johnsen Village Administrator Village of East Dundee 120 Barrington Avenue East Dundee, IL 60118

Re:

Petition for Annexation

Dear Jennifer,

Enclosed, is a fully executed Petition for Annexation for approximately 38.5 acres of land south of Illinois Route 72 in the vicinity of Christina Drive. An electronic copy of this document had previously been sent to you.

Please review the enclosed material, and let me know if you have any further questions. We look forward to working with you to bring this property into the municipal boundary of the Village of East Dundee.

Kind regards,

Kevin Seav

VP of Entitlements & Development

Plote Properties

Enclosure:

Petition for Annexation, dated May 15, 2020

PETITION FOR ANNEXATION PURSUANT TO SECTION 7-1-8 OF THE ILLINOIS MUNICIPAL CODE (65 ILCS 5/7-1-8)

To: Village Clerk
Village of East Dundee

Cook and Kane Counties, Illinois

The undersigneds, as duly authorized representatives of Chicago Title Land Trust Company, Trust No. 8002350431, an Illinois land trust, and Chicago Title Land Trust Company, Trust No. 8002350432, an Illinois land trust (together the "Petitioners"), having first been sworn on oath, hereby state as follows:

- 1. That Petitioners are the owners, and the only owners, of the property identified on **EXHIBIT 1** attached hereto and made part hereof ("Property").
- There are no electors residing on the Property.
- The Property is located in unincorporated Kane County.
- 4. The Property is not subject to any annexation or pre-annexation agreement with another municipality.
- 5. The undersigneds hereby petition the Village of East Dundee to annex the Property to the Village of East Dundee subject to the execution of an annexation agreement pursuant to Division 11-15.1 of the Illinois Municipal Code (65 ILCS 5/11-15.1).

By:

Dated: May 5, 2020

CHICAGO TITUE LAND TRUST COMPANY, TRUST NO. 8002350431

ATTEST:

Attestation not required

Pursuant to corporate by-laws

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal hability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representations.

Trustee in this instrument.

CHICAGO TITLE LAND TRUST COMPANY, TRUST NO. 8002350432

CHICAGE BY.

ATTEST:

Attestation not required

Pursuant to corporate by-laws

STATE OF ILLINOIS)
COUNTY OF COX
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that

GIVEN under my hand and official seal, this 15th day of May, 2020.

Commission expires September 16, 2021.

"OFFICIAL SEAL"

DANIEL C. ROTH

Notary Public, State of Illinois

My Commission Expires 09/16/21

Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK) SS)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that records for the County shown to me to be the land trust, and ______, personally known to me to be the ______ of said land trust, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such the seal of said land trust to be affixed thereto, pursuant to authority given by the record of said land trust, as their free and voluntary act, and as the free and voluntary act and deed of said land trust, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 15th day of May, 2020.

Commission expires September 16, 2021.

lotary Public, State of Illinois

Notary Public

EXHIBIT 1

Legal Description

THAT PART OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF GATEWAY SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 8, 1989 AS DOCUMENT NO. 1972329 WITH THE SOUTHWESTERLY LINE OF PARCEL 0002 ACQUIRED BY THE ILLINOIS DEPARTMENT TRANSPORTATION IN CONDEMNATION CASE ED 92 0015 BY ORDER DATED APRIL 22, 1993 AND AS SHOWN ON DOCUMENT 96K009367 AS ILLINOIS ROUTE 72, HIGGINS ROAD; THENCE SOUTH 61 DEGREES 53 MINUTES 27 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, 491.05 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 654.45 FEET ALONG SAID SOUTHWESTERLY LINE, BEING A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 22,706.63 FEET AND WHOSE CHORD BEARS OF SOUTH 61 DEGREES 03 MINUTES 54 SECONDS EAST 654.43 FEET TO A BEND POINT IN SAID SOUTHWESTERLY LINE; THENCE SOUTH DEGREES 44 MINUTES 46 SECONDS EAST ALONG SOUTHWESTERLY LINE OF SAID ILLINOIS ROUTE 72 A DISTANCE OF 160.60 FEET TO A BEND POINT IN SAID SOUTHWESTERLY LINE; THENCE NORTH 23 DEGREES 44 MINUTES 02 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE 61.34 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY 280.08 FEET ALONG SAID SOUTHWESTERLY LINE, NON TANGENT TO THE LAST DESCRIBED COURSE. BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 22,706.63 FEET AND WHOSE CHORD BEARS OF SOUTH 59 DEGREES 31 MINUTES 40 SECONDS EAST 280.08 FEET TO A BEND POINT; THENCE SOUTH 59 DEGREES 09 MINUTES 16 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, NON TANGENT TO THE LAST DESCRIBED CURVE, 490.70 FEET; THENCE SOUTH 30 DEGREES 50 MINUTES 06 SECONDS WEST, DEPARTING FROM SAID SOUTHWESTERLY LINE 223.12 FEET; THENCE SOUTH 24 DEGREES 01 MINUTES 52 SECONDS WEST 311.97 FEET; THENCE NORTH 59 DEGREES 09 MINUTES 53 SECONDS WEST 822.05 FEET; THENCE NORTH 61 DEGREES 03 MINUTES 20 SECONDS WEST 122.51 FEET; THENCE SOUTH 08 DEGREES 53 MINUTES 49 SECONDS WEST 565.95 FEET; THENCE NORTH 81 DEGREES 06 MINUTES 11 SECONDS WEST 874.66 FEET TO A POINT ON SAID EAST LINE OF SAID GATEWAY SUBDIVISION; THENCE NORTH 08 DEGREES 31 MINUTES 15 SECONDS EAST ALONG THE LAST DESCRIBED LINE 1448.17 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY. ILLINOIS.

Property Index Numbers: part of 03-25-300-011 and part of 03-25-300-

012, in Kane County, Illinois

General Location: Approximately thirty-eight and one-half (38.5) acres of property on the south side of Illinois Route 72 in the vicinity of Christina Drive, being unincorporated property in Kane County, Illinois

EXHIBIT E-1 DEPICTION OF FUTURE USES

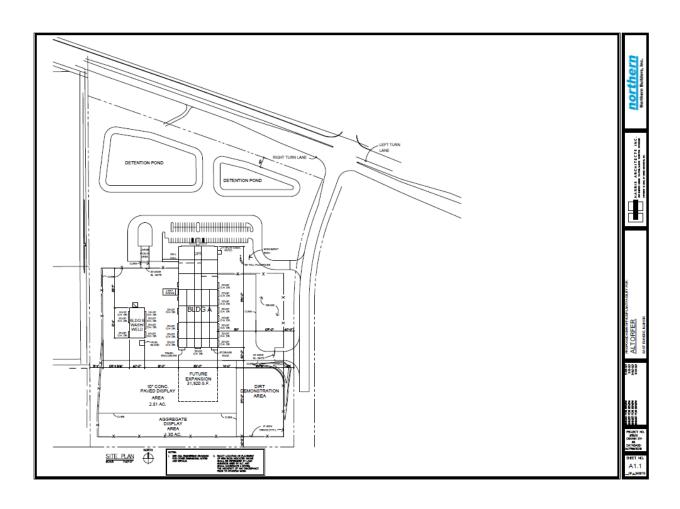


EXHIBIT E-2

DESCRIPTION OF FUTURE USES

- 1. Loading and unloading of equipment
- 2. Equipment storage
- 3. Equipment service, including maintenance and repair
- 4. Equipment demonstration
- 5. Equipment sales
- 6. Equipment display
- 7. Storage of parts
- 8. Parts sales
- 9. Undercarriage repair
- 10. Welding and fabrication
- 11. Component testing
- 12. Wash bay
- 13. Employee and customer training
- 14. Offices for staff and meetings

EXHIBIT F

DEVELOPMENT AGREEMENT

(attached)

DEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS AND ALTORFER INC. (ALTORFER CAT DEVELOPMENT)

This DEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS AND ALTORFER INC.

(ALTORFER CAT DEVELOPMENT) ("Agreement") is entered into this _____ day of ______, 2020 ("Effective Date"), by and between the Village of East Dundee, Illinois, an Illinois municipal company ("Village"), and Altorfer Inc., an Iowa corporation authorized to conduct business in the State of Illinois ("Developer"). For purposes of this Agreement, the Village and the Developer individually are referred to as a "Party" and collectively as the "Parties."

PREAMBLES

WHEREAS, the Village is a duly organized and validly existing home-rule municipality pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village President and Board of Trustees of the Village ("Corporate Authorities") have acknowledged that one of the primary goals of local government is to promote the health, safety and welfare of its citizens by encouraging private investment in industry, business and housing in order to enhance the Village's tax base, ameliorate blight and provide job opportunities for its residents; and

WHEREAS, the Corporate Authorities also have acknowledged that in order to accomplish its goal to promote the health, safety and welfare of its citizens, there is

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often a need for economic assistance to address some of the extraordinary measures required to accomplish private investment in industry, business and housing; and

WHEREAS, the Village has identified certain areas within its municipal boundaries where the existence of certain factors, such as excessive vacancies, deteriorating buildings, and deteriorating site improvements, which factors, if not addressed, shall result in a disproportionate expenditure of public funds, a decline of the Village's tax base and loss of job opportunity for its residents; and

WHEREAS, pursuant to the Illinois Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time ("TIF Act") and the Village's authority and powers as a home rule unit, the Corporate Authorities are empowered to undertake the development and redevelopment of designated areas within its municipal limits in which existing conditions permit such areas to be classified as a "conservation area" as defined in Section 11.74.4-3(b) of the TIF Act; and

WHEREAS, pursuant to Ordinance Numbers 06-40, 06-41 and 06-42, adopted on September 18, 2006, as amended from time to time ("TIF Ordinances"), the Corporate Authorities designated the tax increment redevelopment project area ("Redevelopment Project Area"), approved a tax increment redevelopment plan and project ("TIF Plan"), and adopted tax increment financing relative to the "Route 72 and Route 25 / Dundee Crossings Tax Increment Financing District" ("TIF District"), with said TIF District being legally described and depicted as set forth in EXHIBIT A-1 and EXHIBIT A-2, respectively, attached hereto and made part hereof; and

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WHEREAS, pursuant to the Illinois Business District Development and Redevelopment Act, 65 ILCS 5/11-74.3-1, et seq., as amended from time to time ("Business District Development Act"), and the Village's authority and powers as a home rule unit, and pursuant to Ordinance No. 08-57, adopted on September 29, 2008, as amended from time to time, the Corporate Authorities designated the "Downtown and Dundee Crossing Business Development District" ("Business Development District"), in which the Corporate Authorities have imposed a retailers' occupation tax and service occupation tax in the amount of three-fourths of one percent (.75%) on all commercial operations within the boundaries of the Business Development District, to be used to pay costs incurred with the planning, execution and implementation of the Business Development District development plan ("Business Development District Plan"), with said Business Development District being legally described and depicted as set forth in EXHIBIT B-1 and EXHIBIT B-2, respectively, attached hereto and made part hereof; and

WHEREAS, pursuant to Section 8-1-2.5 of the Illinois Municipal Code, 65 ILCS 5/8-1-2.5, the Corporate Authorities are authorized to incur costs and to make and enter into all contracts necessary or incidental to promotion of economic development within the Village; and

WHEREAS, within the TIF District and the Business Development District there is an approximately twenty-six and one-half (26.5) acre parcel of real estate, with said property being legally described and depicted in **EXHIBITS C-1** and **C-2**, respectively, attached hereto and made a part hereof ("Property"); and

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WHEREAS, the Village has been informed by the Developer that it owns the Property, and that it desires to develop the Property with a heavy machinery sales and service facility, as depicted and described in the site plan and project description in EXHIBITS D-1 and D-2, respectively, attached hereto and made a part hereof ("Project"); and

WHEREAS, the Developer has been and continues to be unable and unwilling to undertake the redevelopment of the Property with the Project, but for certain incentives under the TIF Act and the Business District Development Act, to be provided by the Village thereunder and pursuant to its home rule authority, which the Village is willing to provide under the terms and conditions contained herein, and the Village and the Developer acknowledge and agree that but for the incentives to be provided by the Village, the Developer cannot successfully and economically develop the Property with the Project in a manner satisfactory to the Village; and

WHEREAS, the Developer's proposal calls for the Developer to develop the Property in accordance with all applicable Village ordinances, laws and regulations of the State of Illinois, and laws and regulations of the United States of America (collectively the "Legal Requirements"), and the Village has determined that the Developer has the necessary qualifications, expertise and background necessary to undertake the development of the Property with the Project; and

WHEREAS, the Corporate Authorities have determined that the development by the Developer of the Property with the Project pursuant to this Agreement would further the TIF Plan and the Business Development District Plan, such development is in the best interests of the Village and its residents and taxpayers, thereby helping to provide

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for economic development and job opportunities for the inhabitants of the Village, and such development will enhance the tax base of the Village and other taxing districts and add to the welfare and prosperity of the Village and its inhabitants;

NOW, THEREFORE, the parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Section 1. Incorporation of Recitals

The parties agree that all of the recitals contained in the Preambles to this Agreement are true and correct and are hereby incorporated into this Agreement as though they were fully set forth in this Section 1.

Section 2. Developer's Obligations

- (a) Before the Effective Date, the Developer has submitted to the Village a plan for the development of the Property with the Project, including:
 - (1) An estimate of all costs to be incurred by the Developer in connection with acquisition and development of the Property with the Project, which shall evidence that the Developer shall invest no less than Fifteen Million and No/100 Dollars (\$15,000,000.00) in the Project;
 - (2) A concept plan, including site plan, elevations, floor plans, and other plans requested by the Village;
 - (3) Cost projections for the Project;
 - (4) The Dundee Township Assessor's estimated increase in equalized assessed value of the Property upon completion of the Project; and
 - (5) An executed Village Trust and Agency form.

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The Developer's submittals in Section 2(a)(1) through 2(a)(5) are attached hereto as **Exhibit E** and made a part hereof and are an integral part of the Project.

- (b) With regard to timing of the Project:
 - (1) On or before July 30, 2020, the Developer shall have applied for all permits as may be required to undertake and complete the construction for all aspects of the Project.
 - (2) Within thirty (30) calendar days of the Developer having received all permits as may be required to undertake and complete the construction of all aspects of the Project, the Developer shall have commenced construction of all aspects of the Project.
 - (3) On or before June 30, 2021, the Developer shall have obtained a final certificate of occupancy for all aspects of the Project, in accordance with the Legal Requirements, which shall be issued by the Village in accordance with the Legal Requirements, and the Developer shall be actively engaged in retail sales at Property, and shall otherwise be maintaining, managing, and operating the Project. The date the Project receives a final certificate of occupancy for all aspects of the Project shall be the "Commencement Date."
- (c) The Developer hereby covenants and agrees to pay all real estate taxes on the Property when due and to pay all sums due and owing to the Village including, but not limited to, fines, fees, taxes, licenses, assessments and invoices for all services.

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- (d) The Developer shall resurface and install curbs for the Village-owned portion of Piemonte Drive, when and as directed by the Village, to allow for temporary and / or secondary access to the Property after completion of heavy construction on the Project.
- (e) The Developer shall construct, and thereafter maintain, permanent access to and from the Property and Illinois Route 72.
 - (f) The Developer shall not to violate any of the Legal Requirements.
- (g) All sales from the Property shall (i) be reported as occurring on the Property, (ii) be attributed to the Property and (iii) have "State Sales Taxes" (as defined in Section 3(c)(1)(v) below), "Home Rule Sales Taxes" (as defined in Section 3(c)(1)(iii) below) and "Business Development District Taxes" (as defined in Section 3(c)(1)(i) below) collected at the Property. Annually after the Effective Date, no later than March 1 of each calendar year, the Developer shall confirm to the Village in writing that the Business Development District Taxes are being collected for sales from the Property and the Developer shall provide written proof of the same.
- (h) The Developer shall provide the Village with written reports of all the State Sales Taxes, Home Rule Sales Taxes and Business Development District Taxes generated by the Project during each calendar year of this Agreement. Such reports shall be certified as true by an authorized officer of the Developer. The Developer shall deliver said reports to the Village on an annual basis no later than March 1 of each calendar year for the prior calendar year.
- (i) The Village represents and warrants that it shall use its reasonable best efforts to keep confidential information regarding State Sales Taxes, Home Rule Sales

Taxes and Business Development District Taxes (together the "Developer Sales Tax Data"), except as otherwise provided by law, and that Developer Sales Tax Data shall be used by the Village only for the purpose of calculating any amounts due and owing to the Developer pursuant to this Agreement and for other purposes allowed by law. The Village and the Developer acknowledge that the Developer Sales Tax Data is financial information obtained from a business that is confidential and proprietary to the Developer, privileged and/or confidential, and that disclosure of the Developer Sales Tax Data would cause competitive harm to Developer, and, therefore, would not be subject to disclosure pursuant to a request under the Illinois Freedom of Information Act (5 ILCS 140/1, et seq.), as amended ("FOIA"). The Developer agrees to reimburse the Village for the reasonable attorneys' fees and costs incurred by the Village in responding to any requests for information under FOIA, subpoena or otherwise relating to this Agreement or sales at the Property and Developer Sales Tax Data. The Developer agrees that the Village's compliance with any court order or direction of the Illinois Attorney General's Public Access Counselor's Office to produce information shall not subject the Village to any liability hereunder for said information release. The Parties acknowledge that this Agreement is a public record that must be reported to the Illinois Department of Revenue and a summary of this Agreement must be posted on the Illinois Department of Revenue's website, per 65 ILCS 5/8-11-21.

(j) The Developer agrees that it shall occupy and operate the Project on the Property, and shall conduct retail sales on the Property, through at least December 31, 2031. The Developer further agrees that the Village shall receive State Sales Taxes,

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Home Rule Sales Taxes and Business Development District Taxes from the Property through at least December 31, 2031.

- (k) The Developer shall, in all advertisements and promotions and in all identifications of the Project which specify the address of the Project, regardless of the form thereof, indicate clearly and prominently that the Project is located in "East Dundee," by use of the words "East Dundee" or "Village of East Dundee" in said advertisement, promotion or identification. In this regard, where the advertising, promotion or identification indicates the Project as being located in more than one (1) municipality, the reference to "East Dundee" or "Village of East Dundee" shall appear first.
- (I) The Developer shall not request additional funding from the Village relative to the Project, other than as set forth herein.

Section 3. Developer Incentives

In consideration of the development by the Developer of the Property in accordance with the terms of this Agreement, so long as the Developer is in compliance with its obligations in this Agreement:

(a) The Village shall pay the Developer an amount not to exceed One Million Five Hundred Twenty Thousand and No/100 Dollars (\$1,520,000.00) on a pay-as-you-go basis from Sixty Percent (60%) of the "Incremental Property Taxes" (as defined in Section 3(c)(1)(iv) below) as reimbursement for a portion of the Developer's unreimbursed "Eligible Redevelopment Project Costs" (as defined in Section 3(c)(1)(ii) below) actually incurred and spent by the Developer on the Project, as set forth in Section 3(c) below.

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- (b) The Village shall pay the Developer One Hundred Percent (100%) of the Business Development District Taxes, in an amount not to exceed the Developer's unreimbursed Eligible Redevelopment Project Costs, for a portion of the Developer's Eligible Redevelopment Project actually incurred and spent by the Developer on the Project, as set forth in Section 3(c) below.
- (c) Incremental Property Taxes and Business Development District Taxes shall be paid by the Village to the Developer as follows:

(1) Definitions:

- (i) "Business Development District Taxes" means those taxes generated pursuant to the Business District Development Act by sales at the Property which are actually collected by the Village from the State of Illinois through December 31, 2031, net of any prompt payment discount. Business Development District Taxes excludes (y) Home Rule Sales Taxes and (z) States Sales Taxes.
- (ii) "Eligible Redevelopment Project Costs" means certain of the reasonable and actual costs incurred and paid by the Developer for the Project, which (x) are eligible for reimbursement under the TIF Act and the Business District Development Act, (y) have been approved by the Village as set forth in Sections 3(c)(2) and 3(c)(3) below and (z) are included in **Exhibit F** attached hereto and made a part hereof.

- (iii) "Home Rule Sales Taxes" shall be shall be those taxes generated by sales from the Property received by the Village pursuant to the Home Rule Municipal Retailers' Occupation Tax Act (65 ILCS 5/8-11-1), as amended, and the Home Rule Municipal Service Occupation Tax Act (65 ILCS 5/8-11-5), as amended, or any taxes received by the Village as a replacement for the taxes currently received pursuant to the Home Rule Municipal Retailers' Occupation Tax Act or the Home Rule Municipal Service Occupation Tax Act.
- (iv) "Incremental Property Taxes" means that portion of the ad valorem real estate taxes, if any, arising from the taxes levied upon the Property, which taxes are actually collected by the Village through December 31, 2029 and which are attributable to the increase in the equalized assessed valuation ("EAV") of the Property over and above the EAV of the Property at the time of the addition of the Property to the TIF District, all as determined by the Kane County Clerk, pursuant to and in accordance with the TIF Act, the TIF Ordinances and this Agreement which have been received by the Village on and after the Commencement Date, and which are available after deduction of amounts which must otherwise be paid by the Village under the TIF Act, including but not limited to school

- student tuition assistance under 65 ILCS 5/11-74.4-3(q)(7.5) and library patron assistance under 65 ILCS 5/11-74.4-3(q)(7.7).
- (v) "State Sales Taxes" shall be those taxes generated by sales on the Property received by the Village pursuant to the Retailers' Occupation Tax Act (35 ILCS 120/1, et seq.), as amended, and the Service Occupation Tax Act (35 ILCS 115/1, et seq.), as amended, or any taxes received by the Village as a replacement for the taxes currently received pursuant to the Retailers' Occupation Tax Act or the Service Occupation Tax Act.
- (2) After the Commencement Date, and so long as Developer is in compliance with its obligations under this Agreement, the Village shall pay Incremental Property Taxes and Business Development District Taxes to the Developer once per year, on or around November 15th of each year, beginning the first November 15th after receipt of, and Village approval of, Developer's request for reimbursement of Eligible Redevelopment Costs documented by the Developer to have been incurred and paid by the Developer in relation to the Project, which documentation shall include paid invoices and / or receipts. The Developer shall submit one (1) request for reimbursement of Eligible Redevelopment Costs paid by the Developer ("Request"). The Request shall be in writing and under oath and shall include a copy of the Property's property tax bill, along with proof of payment of the

- Property's property taxes and other information and materials reasonably requested by the Village.
- (3) The Request shall be sent to the Village Administrator. Unless the Village has good cause to believe that the Request seeks reimbursement or payment for non-Eligible Redevelopment Costs, the Village shall pay the Request within the time set forth above provided there are sufficient Incremental Property Taxes and Business Development District Taxes to do so. If the Village elects to withhold or deny such payment, the Village shall promptly, and in any event not later than the date payment would otherwise have been due, advise the Developer in writing as to the specific basis for the Village's position.
- (4) In the event that the Village ceases to receive Incremental Property
 Taxes or Business Development District Taxes from the Property, as a
 result of a change in the law, and no alternate tax is enacted to replace
 the Incremental Property Taxes or Business Development District
 Taxes, the Village shall not be obligated to make any further
 Incremental Property Taxes or Business Development District Taxes
 payments hereunder, as the case may be.
- (5) The payment of Incremental Property Taxes by the Village shall include only those Incremental Property Taxes collected by the Village through December 31, 2029.

- (6) The payment of Business Development District Taxes by the Village shall include only those Business Development District Taxes collected by the Village through December 31, 2031.
- (7) The payment of Incremental Property Taxes and Business Development District Taxes to the Developer in this Agreement is a limited obligation of the Village. The payment of Incremental Property Taxes and Business Development District Taxes under this Agreement is not a general obligation of the Village, and the Village's full faith and credit are not pledged or encumbered to provide the Developer with Incremental Property Taxes or the Business Development District Taxes.
- (d) In no event shall the Developer receive Incremental Property Taxes and Business Development District Taxes from the Village in an amount in excess of the lesser of the Developer's Village-approved Eligible Redevelopment Project Costs and the total of the Redevelopment Project Costs in **EXHIBIT F**. In no event shall the Developer be reimbursed more than once for any Eligible Redevelopment Project Costs.

Section 4. Financial Responsibility and Clawbacks

- (a) The Developer shall advance all funds and all costs necessary to construct and complete the Project, except as otherwise set forth in this Agreement.
- (b) If the Developer fails to comply with its obligations in Section 2 above, in lieu of the other remedies available to the Village in this Agreement, the Village may elect to declare this Agreement null and void and of no further force or effect.

- (c) The Developer hereby covenants and agrees to repay to the Village any and all sums waived and/or paid by the Village to the Developer pursuant to this Agreement in the event the Developer, or any approved successor, ceases to operate the Project at the Property at any time during the term of this Agreement; provided, that the obligation to repay shall be reduced by fifteen percent (15%) of the sums waived and / or paid by the Village on each annual anniversary of the Commencement Date.
- (d) The Developer's obligations in this Section 4 shall survive, and be binding upon the Developer, regardless of the termination or expiration of this Agreement.

Section 5. Term

Unless earlier terminated pursuant to Section 15 below, the term of this Agreement shall commence on the Effective Date and end on December 31, 2031 ("Term").

Section 6. Verification of Real Estate Tax Payments and Project Costs

- (a) The Developer shall pay all real estate taxes on the Property, and shall submit to the Village copies of, and paid receipts for, all real estate tax bills payable in 2020, and for each subsequent year during the term of this Agreement.
- (b) The Project shall be an "open book" project, meaning that the Developer and the general contractor (or contractors, if more than one) will assure continuing access to the Village's agents for the purpose of reviewing and auditing their respective books and records relating to any item necessary to determine the Eligible Redevelopment Project costs of the Project; provided, however, that all such access shall be limited to normal business hours upon reasonable prior notice and shall not occur more frequently than once per calendar quarter. The foregoing Village review

rights shall terminate one (1) year after the Commencement Date with respect to costs for the Project, unless the Developer has failed to make available any such books and/or records requested in writing by the Village. Developer shall provide to the Village copies of any partnership agreements, limited liability company operating agreements, corporate by-laws or joint venture agreements pertaining to the Property to which the Developer is a party; provided that the Developer may, if Developer has previously provided the Village not less than thirty (30) days to review such confidential financial materials, remove from the copies of such agreements any confidential financial information previously disclosed to the Village and not since changed in form or substance. The Village shall keep all such books, records and agreements of the Developer and general contractor confidential, to the maximum extent permitted by law. Failure to provide the documents or allow review of the books within thirty (30) days after request by the Village shall be an Event of Default. Developer shall exercise prudence and good faith in attempting to contract with persons or entities that are reputable and experienced in their respective areas for the provision of services or material for the design and construction of Project at costs not in excess of market rates. The general contractor (or general contractors) designated by Developer shall be experienced and reputable.

Section 7. No Liability of Village to Others for Developer's Expenses

Except as set forth herein, the Village shall have no obligation to waive any cost relating to the development of the Property or to make any payment to any person, nor shall the Village be obligated to pay any contractor, subcontractor, mechanic, or

materialman providing services or materials to the Developer for the development of the Property.

Section 8. Assignment

- (a) During the Term, this Agreement may not be assigned by the Developer, without the written consent of the Village, which consent shall not be unreasonably withheld, conditioned or delayed, nor may the Property be conveyed without the prior written consent of the Village, which consent shall not be unreasonably withheld, conditioned or delayed.
- (b) Notwithstanding the provisions of Section 8(a), the Developer shall have the right to assign this Agreement and/or convey the Property without the Village's prior written consent only to any entity owned and/or controlled by the Developer or its shareholders, directors, principals, members, managers, or affiliates provided that not less than five (5) days before such assignment, the Developer gives notice of such assignment to the Village accompanied by reasonable evidence that the assignee is owned and/or controlled by the Developer or its shareholders, directors, principals, members, managers, or affiliates. Notwithstanding the foregoing, if this Agreement is assigned by the Developer hereunder pursuant to this Section 8(b), then the Developer shall remain jointly and severally liable, along with the assignee, for the Developer's obligations under this Agreement. The Developer shall cause any permitted assignee under this Section 8(b) to acknowledge in writing that it will be bound by all of the terms and conditions of this Agreement. This Section 8(b) shall survive the termination of this Agreement.

Section 9. Developer Indemnification

The Developer shall indemnify, defend and hold harmless the Village, its elected officials, agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly in connection with the Project, including, but not limited to, the failure of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman; from any default or breach of the terms of this Agreement by the Developer; or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer). The Developer shall, at its own cost and expense, appear, defend and pay all reasonable charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. Notwithstanding any of the foregoing, if any judgment shall be rendered against the Village, its agents, officers, officials or employees in any such action, the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the Village or any of its officers, agents, employees or contractors. This Section 9 shall survive the termination of this Agreement.

Section 10. Waiver

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party

waiving such right or remedy does so in writing. No such waiver shall obligate such

party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver

of other rights and remedies provided said party pursuant to this Agreement.

Section 11. Severability

If any section, subsection, term or provision of this Agreement or the application

thereof to any party or circumstance shall, to any extent, be invalid or unenforceable,

the remainder of said section, subsection, term or provision of this Agreement or the

application of same to parties or circumstances other than those to which it is held

invalid or unenforceable, shall not be affected thereby.

Section 12. Notices

All notices, demands, requests, consents, approvals or other instruments

required or permitted by this Agreement shall be in writing and shall be executed by the

party or an officer, agent or attorney of the party, and shall be deemed to have been

effective as of the date of actual delivery, if delivered personally, or as of the third (3rd)

day from and including the date of posting, if mailed by registered or certified mail,

return receipt requested, with postage prepaid, addressed as follows:

To the Developer:

Altorfer Inc.

2600 6th Street S.W.

Cedar Rapids, Iowa 54204

Attn: Derek Altorfer

With a copy to:

McDermott Will & Emery LLP 444 West Lake Street, Suite 4000

Chicago, Illinois 60606

Attn: David R. Neville

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To the Village:

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

With a copy to:

Klein, Thorpe & Jenkins, Ltd. 20 N. Wacker Drive, Suite 1660 Chicago, Illinois 60606

Attn: Gregory T. Smith

Section 13. No Joint Venture, Agency or Partnership Created

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

Section 14. No Discrimination and Prevailing Wage Act Compliance

(a) The Developer for itself and its successors and assigns agrees that in the construction of the improvements on the Property provided for in this Agreement the Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Developer shall require that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising and solicitations or advertisements for employees; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices,

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which may be provided by the Village, setting forth the provisions of this nondiscrimination clause. The Developer shall comply with all applicable laws regarding rate of pay or other forms of compensation.

(b) Prevailing Wage Act.

- (1) The Developer, its contractors and subcontractors shall be responsible to determine if any part of the Project is a "public work" within the meaning of the Illinois Prevailing Wage Act ("Act") (820 ILCS 130/0.01 *et seq.*) requiring it to pay workers performing services on this Project no less than the "prevailing rate of wages" in the county where the work is performed. For information regarding the applicability of the Act contact your attorney or the Illinois Department of Labor ("IDOL"). For the current prevailing wage rates, contact the Village or see the listing of rates or at illinois.gov/idol/laws-rules/conmed/pages/rates.aspx. The IDOL makes the final determination of whether this Project is subject to the Act. The Developer shall comply with all applicable provisions of the Act.
- (2) The Developer agrees to indemnify, defend and hold harmless the Village, its agents, officers and employees as provided for in this Agreement for any violation by the Developer or its contractors and subcontractors' failure to comply with any applicable provision of the Act.

Section 15. Remedies – Liability

(a) If the Developer is in material default of this Agreement for any phase of the Project, the Village shall provide the Developer with a written statement indicating any failure on the Developer's part to fulfill its obligations under this Agreement. Except

as required to protect against further damages, the Village may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice so that the Developer will have the opportunity to cure any claimed material default within such thirty (30) day period. If such default cannot be cured within such thirty (30) day period, such thirty (30) days period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Developer diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Village in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(b) If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the Village and any cure periods described in paragraph (a) above have expired, the Village may elect to terminate its obligations under this Agreement or exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts, or the Developer makes as assignment for the benefit of its creditors, or a trustee or receiver is appointed

for the Developer or for the major part of any of the Developer's property, and the same is not dismissed or stayed within sixty (60) days, the Village may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the Village, to forthwith terminate this Agreement. To effect the Village's termination of this Agreement under this Section, the Village's sole obligation shall be to record, in the Office of the Kane County Recorder, a "Certificate of Default," executed by the President of the Village or such other person as shall be designated by the Village, stating that this Agreement is terminated pursuant to the provisions of this Section, in which event this Agreement, by virtue of the recording of such certificate, shall *ipso facto* automatically terminate and be of no further force and effect.

(c) If the Village is in material default of this Agreement, the Developer shall provide the Village with a written statement indicating in adequate detail any failure on the Village's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the Village in connection with such failure until thirty (30) days after giving such notice so that the Village will have the opportunity to cure any claimed material default within such thirty (30) day period. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Village diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default or any

alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

- (d) In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance; provided, however, no recourse under or upon any obligation contained herein or for any claim based thereon shall be had against the Village, its officers, agents, attorneys, representatives or employees in any amount or in excess of any specific sum agreed to be paid by the Village hereunder, and no liability, right or claim at law or in equity shall be attached to or incurred by the Village, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sums agreed by the Village to be paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. Notwithstanding the foregoing, in the event either party shall institute legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action. Each party hereby waives any right to consequential, exemplary or punitive damages.
- (e) The rights and remedies of the parties are cumulative and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party. This Agreement shall be interpreted and

enforced in accordance with the laws of the State of Illinois. Any legal proceedings shall be commenced in the 16th Judicial Circuit Court of the State of Illinois, in Kane County.

Section 16. No Warranty

The Village makes no warranties or representations regarding, nor does it indemnify Developer with respect to, the existence or nonexistence on or in the vicinity of the Property of any toxic or hazardous substances of wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 9601-9657, as amended) (collectively, the "Hazardous Substances"). The foregoing disclaimer relates to any Hazardous Substance allegedly generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on or in the vicinity of the Property as well as any activity claimed to have been undertaken on or in the vicinity of the Property, that would cause or contribute to causing (1) the Property to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901, et seq., or any similar State law or local ordinance, (2) a release or threatened release of Hazardous Substances, from the Property, within the meaning of, or otherwise bring the Property within the ambit of, CERCLA, or any similar State law or local ordinance, or (3) the discharge of Hazardous Substances into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that

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would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., or any similar State law or local ordinance. Further, the Village makes no warranties or representations regarding, nor does the Village indemnify Developer with respect to, the existence or nonexistence on or in the vicinity of the Project, or anywhere within the Property, of any substances or conditions in or on the Property, that may support a claim or cause of action under RCRA, CERCLA, or any other federal, State or local environmental statutes, regulations, ordinances or other environmental regulatory requirements. The Village makes no representations or warranties regarding the existence of any above ground or underground tanks in or about the Property, or whether any above or underground tanks have been located under, in or about the Property have subsequently been removed or filled.

Section 17. Time; Force Majeure

Time is of the essence of this Agreement, provided, however, a party shall not be deemed in material breach of this Agreement with respect to any of its obligations under this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, weather conditions, failure or interruptions of power, condemnations, riots, insurrections, acts of terrorism, war, fuel shortages, lack of availability of materials, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, pandemics, quarantine restrictions, state, county, municipal or other governmental agency stay-at-home, shelter-in-place, or stop-work orders, essential services restrictions, so-called coronavirus or COVID-19 restrictions, rules, regulations, requirements, or guidelines, freight embargoes, acts caused directly or indirectly by the

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other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("Force Majeure"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

Section 18. Amendment

This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all parties with the adoption of any ordinance or resolution of the Village approving said amendment, as provided by law, and by execution of said amendment by the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof.

Section 19. Recording and Successors and Assigns

This Agreement shall be recorded on title to the Property at the Developer's expense. This Agreement shall run with title to the Property and shall be binding upon subsequent owners of the Property, or any portion thereof. The Developer's obligations in this Agreement shall be binding upon the Developer's successors and assigns.

Section 20. Counterparts

This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at East Dundee, Illinois.

		VILLAGE:
		Village of East Dundee, an Illinois municipal corporation
	Ву:	Lael Miller, Village President
Attest:		
Katherine Holt, Village Clerk		
		DEVELOPER:
		Altorfer Inc., an Iowa corporation authorized to conduct business in the State of Illinois
		Derek Altorfer, President

ACKNOWLEDGMENT (VILLAGE)

STATE OF ILLINOIS)	SS	
COUNTY OF KANE)	30	
DO HEREBY CERTIFY that President of the Village of Eabe the Village Clerk of said management of the Village Clerk of said management of the Village Clerk, they sign corporate seal of said municing given by the Village Board of voluntary act, and as the free for the uses and purposes the	at Lael Miller, personally ast Dundee, and Katherine nunicipal corporation, and personal series are subscribed to the and severally acknowledged and delivered the seripal corporation to be affixed and voluntary act and deserein set forth.	the County and State aforesaid, known to me to be the Village e Holt, personally known to me to personally known to me to be the foregoing instrument, appeared led that as such Village President aid instrument and caused the ked thereto, pursuant to authority bal corporation, as their free and led of said municipal corporation, day of,
	2020	
Commission expires	, 2020.	
	-	Notary Public

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ACKNOWLEDGMENT (DEVELOPER)

STATE OF IOWA COUNTY OF)) SS
COUNTY OF)
DO HEREBY CERTIFY to faltorfer Inc., an Iowa the same person whose President of the Affiant, as such President of the	d, a Notary Public, in and for the County and State aforesaid, that Derek Altorfer, personally known to me to be the President corporation ("Affiant"), and also personally known to me to be e name is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that Affiant, he signed and delivered the said instrument, as his free as the free and voluntary act of the Affiant, for the uses and n.
GIVEN under my 2020.	hand and Notary Seal this day of,
Commission expires	, 2020.
	Notary Public

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EXHIBIT A-1

LEGAL DESCRIPTION OF THE TIF DISTRICT

LEGAL DESCRIPTION OF THE PROPOSED T.I.F PARCEL BOUNDARY:

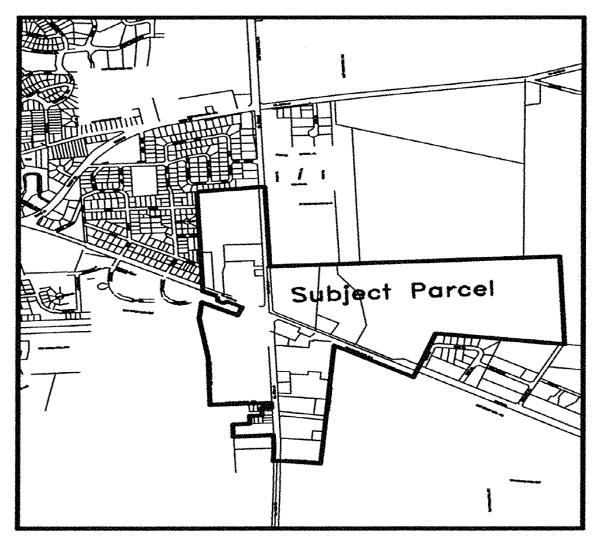
LEGAL DESCRIPTION OF THE PROPOSED TLF PARCEL BUNDARY.

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 23, THE SECTION 23, THE THE SECTION 23, THE SECTION 23, THE SECTION 23, THE SECTION 24, AND SECTION 25, COMMISSION AT THE SOUTHEAST CORNER OF SAID SECTION 23, THE SECTION 24, THE SECTION 24, THE SECTION 24, THE SECTION 25, THE SECTION 24, THE SECTION 24, THE SECTION 25, THE SECTIO

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EXHIBIT A-2

DEPICTION OF THE TIF DISTRICT



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EXHIBIT B-1

LEGAL DESCRIPTION OF THE BUSINESS DEVELOPMENT DISTRICT

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

LOTS 1 AND 3 IN SPRINGWATER SUBDIVISION RECORDED DECEMBER 22, 1986 AS DOCUMENT NO. 1813419 BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

LOTS 2, 3, AND 4 IN DUNRIDGE SUBDIVISION RECORDED JUNE 1, 1993 AS DOCUMENT NO. 93K38569 BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF BLOCK 6 OF THE PLAT OF EAST DUNDEE; THENCE EASTERLY AT RIGHT ANGLES TO THE EASTERLY LINE OF SAID BLOCK 6, 33 FEET; THENCE NORTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID BLOCK 6, 1.5 FEET TO THE NORTHERLY LINE OF STATE ROUTE NO. 68; THENCE NORTHEASTERLY ALONG SAID NORTHERLY LINE, 150 FEET FOR THE POINT OF BEGINNING; THENCE NORTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID BLOCK 6, 150 FEET; THENCE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID ROUTE NO. 68, 60 FEET; THENCE SOUTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID BLOCK 6, 150 FEET TO THE NORTHERLY LINE OF SAID STATE ROUTE NO. 68; THENCE WESTERLY ALONG SAID NORTHERLY LINE, 60 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF DUNDEE, KANE COUNTY, ILLINOIS.

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

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THAT PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF BLOCK 6 OF THE PLAT OF EAST DUNDEE; THENCE EASTERLY AT RIGHT ANGLES TO THE EASTERLY LINE OF SAID BLOCK 6, 33 FEET; THENCE NORTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID BLOCK 6, 1.5 FEET TO THE NORTHERLY LINE OF STATE ROUTE NO. 68; THENCE NORTHEASTERLY ALONG SAID NORTHERLY LINE, 150 FEET FOR THE POINT OF BEGINNING; THENCE NORTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID BLOCK 6, 150 FEET; THENCE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID ROUTE NO. 68, 60 FEET; THENCE SOUTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID BLOCK 6, 150 FEET TO THE NORTHERLY LINE OF SAID STATE ROUTE NO. 68; THENCE WESTERLY ALONG SAID NORTHERLY LINE, 60 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF DUNDEE, KANE COUNTY, ILLINOIS.

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THAT PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST WESTERLY CORNER OF SCHOCK'S SUBDIVISION, BEING A PART OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF SAID SECTION 23; THENCE NORTHEASTERLY ALONG THE WESTERLY LINE OF SAID SCHOCK'S SUBDIVISION, A DISTANCE OF 33 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROUTE 72; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 161.35 FEET; THENCE NORTHEASTERLY ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 38 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, 159.7 FEET, THIS LINE HEREINAFTER REFERRED TO AS LINE "A"; THENCE NORTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 77 DEGREES 38 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, 20 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG THE LAST DESCRIBED COURSE, 20 FEET; THENCE SOUTHWESTERLY ALONG AFORESAID LINE "A", 142.7 FEET; THENCE NORTHWESTERLY AT RIGHT ANGELS WITH THE LAST DESCRIBED COURSE, 19.54 FEET; THENCE NORTHWESTERLY 25 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 37.22 FEET NORTHWESTERLY OF AFORESAID LINE "A"; THENCE NORTHEASTERLY ALONG A LINE, IF EXTENDED WOULD INTERSECT THE POINT OF BEGINNING, 20 FEET; THENCE NORTHEASTERLY ALONG A LINE THAT FORMS AN ANGLE OF 173 DEGREES 17 MINUTES 20 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED COURSE, 47.94 FEET; THENCE NORTHEASTERLY ALONG A LINE THAT FORMS AN ANGLE OF 11 DEGREES 46 MINUTES 50 SECONDS TO THE RIGHT WITH PROLONGATION OF THE LAST DESCRIBED COURSE, 63.24 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS. THAT PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWESTERLY CORNER OF OUTLOT 1 IN SCHOCK'S SUBDIVISION, A SUBDIVISION OF PART OF SAID SECTION 23; THENCE NORTH 60 DEGREES 43 MINUTES WEST, ALONG THE NORTHERLY LINE OF HIGGINS ROAD, ALSO KNOWN AS STATE ROUTE 72, 88.52 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 29 DEGREES 15 MINUTES 15 SECONDS EAST, 194.95 FEET, TO THE SOUTHERLY LINE OF LANDS OWNED BY THE VILLAGE OF WEST DUNDEE, ALSO KNOWN AS THE SOUTHWESTERLY LINE OF SPRINGWATER SUBDIVISION; THENCE NORTH 50 DEGREES 47 MINUTES 55 SECONDS WEST, ALONG SAID SOUTHERLY LINE, 110.96 FEET, TO THE SOUTHEASTERLY LINE OF STATE ROUTE 63, NOW KNOWN AS STATE ROUTE 68; THENCE SOUTH 58 DEGREES 41 MINUTES 25 SECONDS WEST, ALONG SAID SOUTHEASTERLY LINE, 45.74 FEET; THENCE SOUTH 47 DEGREES 46 MINUTES EAST, 63.2 FEET; THENCE SOUTH 29 DEGREES 52 MINUTES WEST, 160.0 FEET TO THE NORTHERLY LINE OF HIGGINS ROAD, ALSO KNOWN AS ILLINOIS STATE ROUTE 72; THENCE SOUTH 60 DEGREES 43 MINUTES EAST ALONG SAID NORTHERLY LINE, 71.83 FEET, TO THE POINT OF BEGINNING, AND (EXCEPTING THEREFROM THAT PROPERTY CONVEYED FOR ROAD PURPOSES BY WARRANTY DEED DATED JANUARY 27, 1976 AND RECORDED MARCH 9, 1976 AS DOCUMENT NUMBER 1356036 AND EXCEPTING THEREFROM THAT PROPERTY CONVEYED FOR ROAD PURPOSES BY WARRANTY DEED DATED OCTOBER 18, 1984 AND RECORDED DECEMBER 27, 1984 AS DOCUMENT NUMBER 1706529, AND SAID EXCEPTIONS ARE SET FORTH ON THE PLAT OF HIGHWAY RECORDED JULY 31, 1964 AS DOCUMENT NUMBER 1690012) IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS. THAT PART OF OUTLOT NO. 1 OF SCHOCK'S SUBDIVISION, BEING A PART OF THE SOUTHWEST

THAT PART OF OUTLOT NO. 1 OF SCHOCK'S SUBDIVISION, BEING A PART OF THE SOUTHWEST QUARTER AND OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID OUTLOT; THENCE NORTH 84 DEGREES 52 MINUTES WEST ALONG THE NORTHERLY LINE OF SAID OUTLOT, 141.75 FEET TO A NORTHWEST CORNER OF SAID OUTLOT; THENCE SOUTH 22 DEGREES 28 MINUTES WEST ALONG A WESTERLY LINE OF SAID OUTLOT, 116.20 FEET; THENCE SOUTH 68 DEGREE 08 MINUTES EAST, 136.97 FEET TO THE EASTERLY LINE OF SAID OUTLOT; THENCE NORTH 21 DEGREES 52 MINUTES EAST ALONG SAID EASTERLY LINE, 157 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

THAT PART OF OUTLOT NO. 1 OF SCHOCK'S SUBDIVISION, BEING A PART OF THE SOUTHWEST QUARTER AND OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 8

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EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID OUTLOT NO. 1; THENCE SOUTH 21 DEGREES 52 MINUTES WEST ALONG THE EASTERLY LINE OF SAID OUTLOT, 157 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 21 DEGREES 52 MINUTES WEST ALONG SAID EASTERLY LINE, 135 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 138.38 FEET TO THE WESTERLY LINE OF SAID OUTLOT; THENCE NORTH 22 DEGREES 28 MINUTES EAST ALONG SAID WESTERLY LINE, 135 FEET TO A POINT 116.20 FEET SOUTH 22 DEGREES 28 MINUTES WEST OF THE NORTHWEST CORNER OF SAID OUTLOT; THENCE SOUTH 68 DEGREES 08 MINUTES EAST, 136.97 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS. THAT PART OF OUTLOT NO. 1 OF SCHOCK'S SUBDIVISION, BEING A PART OF THE SOUTHWEST QUARTER AND OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID OUTLOT NO.1; THENCE SOUTH 21 DEGREES 52 MINUTES WEST ALONG THE EASTERLY LINE OF SAID OUTLOT, 292 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 68 DEGREES 08 MINUTES WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 138.38 FEET TO THE WESTERLY LINE OF SAID OUTLOT; THENCE SOUTH 22 DEGREES 28 MINUTES WEST ALONG SAID WESTERLY LINE, 64.8 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE; THENCE SOUTH 42 DEGREES 33 MINUTES WEST, 74.76 FEET; THENCE SOUTH 68 DEGREES 08 MINUTES EAST, 160.59 FEET TO THE EASTERLY LINE OF SAID OUTLOT; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE, BEING ALONG A CURVE TO THE LEFT, 46.6 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTH 21 DEGREES 52 MINUTES EAST ALONG SAID EASTERLY LINE, 88.4 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

THAT PART OF OUTLOT NO. 1 OF SCHOCK'S SUBDIVISION, BEING A PART OF THE SOUTHWEST QUARTER AND OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEASTERLY CORNER OF SAID OUTLOT NO. 1; THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID OUTLOT NO. 1; BEING ALSO THE WESTERLY LINE OF LINDEN AVENUE, A DISTANCE OF 380.33 FEET TO A POINT OF CURVE IN SAID WESTERLY LINE; THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE, BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 162.0 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 47.07 FEET TO THE POINT OF BEGINNING; THENCE NORTH 68 DEGREES 08 MINUTES WEST, 158.67 FEET; THENCE SOUTH 42 DEGREES 33 MINUTES WEST, 35.37 FEET; THENCE SOUTHERLY 134.48 FEET TO A POINT IN THE WESTERLY LINE OF LINDEN AVENUE THAT IS 155.22 FEET (MEASURED ALONG SAID WESTERLY LINE) FROM THE SOUTHEASTERLY CORNER OF SAID OUTLOT NO.1; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF OUTLOT NO. 1; BEING ALSO THE WESTERLY LINE OF LINDEN AVENUE, 125.39 FEET TO A POINT OF CURVE IN SAID WESTERLY LINE; THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 162.0 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, 66.22 FEET TO THE POINT OF BEGINNING, BEING SITUATED IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS. ALSO, THAT PART OF PUBLIC RIGHT OF WAY ADJACENT TO THE ABOVE DESCRIBED PARCELS. THE TOTAL AREA INCLUDING RIGHT OF WAY IS 11.06 ACRES MORE OR LESS.

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EXHIBIT B-2

DEPICTION OF THE BUSINESS DEVELOPMENT DISTRICT

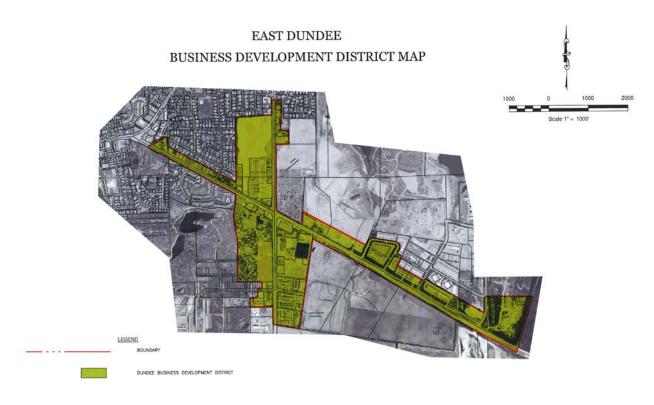


EXHIBIT C-1

LEGAL DESCRIPTION OF THE PROPERTY

THAT PART OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF GATEWAY SUBDIVISION PER DOCUMENT NO. 1972329; THENCE NORTH 08 DEGREES 30 MINUTES 18 SECONDS EAST, ALONG THE EAST LINE OF SAID GATEWAY SUBDIVISION, 924.83 FEET THE SOUTH EAST CORNER OF LOT 2 IN SATURN RESUBDIVISION PER DOCUMENT NO. 93K77117 BEING THE POINT OF BEGINNING;

THENCE NORTH 08 DEGREES 30 MINUTES 18 SECONDS EAST CONTINUING ALONG SAID EAST LINE, 1368.46 FEET TO THE SOUTHWESTERLY LINE OF PARCEL 0002 ACQUIRED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION IN CONDEMNATION CASE ED 92 0015 BY ORDER DATED APRIL 22, 1993; THENCE SOUTH 61 DEGREES 53 MINUTES 04 SECONDS EAST ALONG SAID SOUTHERLY LINE, 491.34 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE BEING A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 22,704.25 FEET, AN ARC DISTANCE OF 480.76 FEET, THE CHORD OF SAID ARC HAS A LENGTH OF 480.75 FEET AND A BEARING OF SOUTH 61 DEGREES 16 MINUTES 40 SECONDS EAST: THENCE SOUTH 30 DEGREES 12 MINUTES 09 SECONDS WEST, 113.56 FEET; THENCE ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1033.00 FEET, AN ARC DISTANCE OF 384.01 FEET, THE CHORD OF SAID ARC HAS A LENGTH OF 381.80 FEET AND BEARING OF SOUTH 19 DEGREES 33 MINUTES 10 SECONDS WEST: THENCE SOUTH 08 DEGREES 54 MINUTES 12 SECONDS WEST, 562.72 FEET; THENCE NORTH 81 DEGREES 05 MINUTES 48 SECONDS WEST, 794.93 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

P.I.Ns.: part of 03-25-300-012 in Kane County, Illinois.

General Location: Approximately twenty-three (23) acres of property on the south side of Illinois Route 72 in the Vicinity of Christina Drive, unincorporated Kane County, Illinois.

EXHIBIT C-2

DEPICTION OF THE PROPERTY

DEPICTION OF ALTORFER PROPERTY



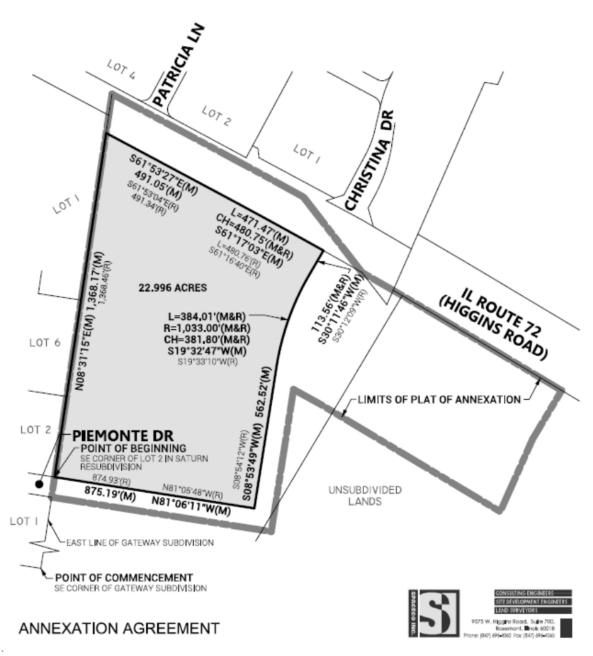


EXHIBIT D-1 SITE PLAN OF THE PROJECT

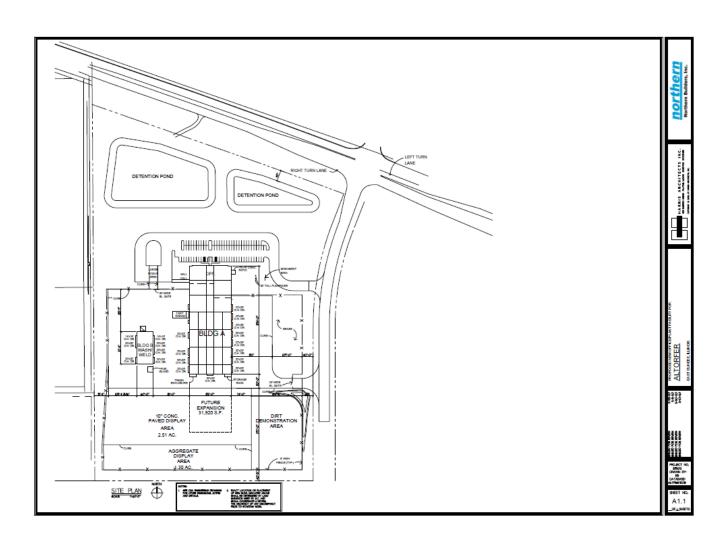


EXHIBIT D-2

DESCRIPTION OF THE PROJECT

(attached)

442973_5 41

EXHIBIT E

DEVELOPER'S PROJECT SUBMITTALS

(attached)

442973_5 42

EXHIBIT F

ELIGIBLE REDEVELOPMENT PROJECT COSTS

TIF District and Business Development District Eligible Redevelopment Project Cost Description	Redevelopment Project Cost Category Under 65 ILCS 5/11-74.4-3(q) and Business District Project Cost Category Under 65 ILCS 5/11-74.3-5	Amount
Land Acquisition Costs for the Property	TIF Act – 65 ILCS 5/11-74.4-3(q)(2) – Property assembly costs, including but not limited to acquisition of land and other property, real or personal Business District Development Act – 65 ILCS 5/11-74.3-5 – Property assembly costs, including but not limited to acquisition of land and other property, real or personal	\$5,109,598.20 ¹

442973_5

Reimbursement of the Developer's Eligible Redevelopment Project Costs from Incremental Property Taxes and Business Development District Taxes is limited as set forth in the Agreement, including in Sections 3 thereof.

ORDINANCE NUMBER 20 - ___

AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, ANNEXING CERTAIN PROPERTY OWNED BY CHICAGO TITLE LAND TRUST COMPANY, TRUST NO. 8002350431 AND CHICAGO TITLE LAND TRUST COMPANY, TRUST NO. 8002350432 (SOUTH SIDE OF ILLINOIS ROUTE 72 IN THE VICINITY OF CHRISTINA DRIVE)

WHEREAS, the Village of East Dundee ("Village") is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the provisions of 65 ILCS 5/7-1-1, *et seq.*, as amended, authorize the Village to annex territory that is not within the corporate limits of any municipality but is contiguous to the Village; and

WHEREAS, it is in the best interests of the Village that certain property, owned by Chicago Title Land Trust Company, Trust No. 8002350431 and Chicago Title Land Trust Company, Trust No. 8002350432 (together the "Owner"), as legally described in Section 1 below ("Property"), be annexed into the Village; and

WHEREAS, a petition for annexation of the Property executed by the Owner pursuant to 65 ILCS 5/7-1-8, a copy of which is attached hereto as **EXHIBIT A** and made a part hereof, was submitted to the Village ("Annexation Petition"); and

WHEREAS, all statutory notices required by 65 ILCS 5/7-1-1 have been given, copies of which are attached hereto as **EXHIBIT B** and made a part hereof; and

WHEREAS, a plat of annexation for the Property, a copy of which is attached hereto as **EXHIBIT C** and made a part hereof, has been submitted to the Village and has been found to be acceptable;

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

<u>SECTION 1</u>: Incorporation. That each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

SECTION 2: **Annexation.** That the following-described Property is, pursuant to 65 ILCS 5/7-1-8, hereby annexed into the corporate limits of the Village:

THAT PART OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST

444414 1

OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF GATEWAY SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 8, 1989 AS DOCUMENT NO. 1972329 WITH THE SOUTHWESTERLY LINE OF PARCEL 0002 ACQUIRED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION IN CONDEMNATION CASE ED 92 0015 BY ORDER DATED APRIL 22, 1993 AND AS SHOWN ON DOCUMENT 96K009367 AS ILLINOIS ROUTE 72, HIGGINS ROAD:

THENCE SOUTH 61 DEGREES 53 MINUTES 27 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, 491.05 FEET TO A POINT OF CURVATURE: THENCE SOUTHEASTERLY 654.45 FEET ALONG SAID SOUTHWESTERLY LINE, BEING A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 22,706.63 FEET AND WHOSE CHORD BEARS OF SOUTH 61 DEGREES 03 MINUTES 54 SECONDS EAST 654.43 FEET TO A BEND POINT IN SAID SOUTHWESTERLY LINE; THENCE SOUTH 37 DEGREES 44 MINUTES 46 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID ILLINOIS ROUTE 72 A DISTANCE OF 160.60 FEET TO A BEND POINT IN SAID SOUTHWESTERLY LINE; THENCE NORTH 23 DEGREES 44 MINUTES 02 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE 61.34 FEET TO A POINT ON A CURVE: THENCE SOUTHEASTERLY 280.08 FEET ALONG SAID SOUTHWESTERLY LINE, NON TANGENT TO THE LAST DESCRIBED COURSE, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 22,706.63 FEET AND WHOSE CHORD BEARS OF SOUTH 59 DEGREES 31 MINUTES 40 SECONDS EAST 280.08 FEET TO A BEND POINT: THENCE SOUTH 59 DEGREES 09 MINUTES 16 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, NON TANGENT TO THE LAST DESCRIBED CURVE, 490.70 FEET; THENCE SOUTH 30 DEGREES 50 MINUTES 06 SECONDS WEST, DEPARTING FROM SAID SOUTHWESTERLY LINE 223.12 FEET: THENCE SOUTH 24 DEGREES 01 MINUTES 52 SECONDS WEST 311.97 FEET: THENCE NORTH 59 DEGREES 09 MINUTES 53 SECONDS WEST 822.05 FEET: THENCE NORTH 61 DEGREES 03 MINUTES 20 SECONDS WEST 122.51 FEET: THENCE SOUTH 08 DEGREES 53 MINUTES 49 SECONDS WEST 565.95 FEET; THENCE NORTH 81 DEGREES 06 MINUTES 11 SECONDS WEST 874.66 FEET TO A POINT ON SAID EAST LINE OF SAID GATEWAY SUBDIVISION: THENCE NORTH 08 DEGREES 31 MINUTES 15 SECONDS EAST ALONG THE LAST DESCRIBED LINE 1448.17 FEET TO THE POINT OF BEGINNING.

P.I.Ns.: part of 03-25-300-011 and part of 03-25-300-012 in Kane County, Illinois.

444414 1 2

General Location: Approximately thirty-eight and one-half (38.5) acres of property on the south side of Illinois Route 72 in the Vicinity of Christina Drive, unincorporated Kane County, Illinois.

<u>SECTION 3</u>: Boundary of the Village. That the new boundary of the Village shall extend to the far side of any adjacent right-of-way of the Property, provided said right-of-way is not currently located within the corporate limits of another municipality, and shall include all of every right-of-way within the area annexed hereby.

<u>SECTION 4</u>: Recording and Filing. That the Village Clerk is hereby directed to record with the Recorder of Deeds of Kane County, Illinois, and to file with the County Clerk of Kane County, Illinois:

- A. A copy of this Ordinance, certified by the Village Clerk; and
- B. A plat of the annexed territory, which plat shall be attached to the certified copy of this Ordinance referred to above (**EXHIBIT C**).

<u>SECTION 5</u>: Notices. That the Village Clerk is hereby directed to notify the election authority having jurisdiction in the territory hereby annexed (Kane County Clerk), and the post office branch serving the territory hereby annexed, of said annexation, by certified mail, return receipt requested, within thirty (30) days of the adoption of this Ordinance.

<u>SECTION 6</u>: Severability. That 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 7: Repeal. That all ordinances, resolutions, motions or parts thereof in conflict with this Ordinance shall be and the same are hereby repealed.

SECTION 8: Effect. That this Ordinance shall be in full force and effect upon its adoption, approval and publication in pamphlet form as provided by law.

[THIS SPACE INTENTIONALLY LEFT BLANK]

444414_1 3

Published in pamphlet form this ___ day of June, 2020, under the authority of the Village President and Board of Trustees.

4

Recorded in the Village records on June ___, 2020.

444414_1

EXHIBIT A

PETITION FOR ANNEXATION

(attached)

444414_1 5

847-428-1000 • Fax 847-428-1062

Mailing Address:

P.O. Box 957856 Hoffman Estates, IL 60195 Office Location

1141 E. Main St., Suite 100 East Dundee, IL 60118

Ms. Jennifer Johnsen Village Administrator Village of East Dundee 120 Barrington Avenue East Dundee, IL 60118

Re:

Petition for Annexation

Dear Jennifer,

Enclosed, is a fully executed Petition for Annexation for approximately 38.5 acres of land south of Illinois Route 72 in the vicinity of Christina Drive. An electronic copy of this document had previously been sent to you.

Please review the enclosed material, and let me know if you have any further questions. We look forward to working with you to bring this property into the municipal boundary of the Village of East Dundee.

Kind regards,

Kevin Seav

VP of Entitlements & Development

Plote Properties

Enclosure:

Petition for Annexation, dated May 15, 2020

PETITION FOR ANNEXATION **PURSUANT TO SECTION 7-1-8 OF THE** ILLINOIS MUNICIPAL CODE (65 ILCS 5/7-1-8)

To: Village Clerk

Village of East Dundee Cook and Kane Counties. Illinois

The undersigneds, as duly authorized representatives of Chicago Title Land Trust Company, Trust No. 8002350431, an Illinois land trust, and Chicago Title Land Trust Company, Trust No. 8002350432, an Illinois land trust (together the "Petitioners"), having first been sworn on oath, hereby state as follows:

- 1. That Petitioners are the owners, and the only owners, of the property identified on EXHIBIT 1 attached hereto and made part hereof ("Property").
- 2. There are no electors residing on the Property.
- 3. The Property is located in unincorporated Kane County.
- 4. The Property is not subject to any annexation or pre-annexation agreement with another municipality.
- 5. The undersigneds hereby petition the Village of East Dundee to annex the Property to the Village of East Dundee subject to the execution of an annexation agreement pursuant to Division 11-15.1 of the Illinois Municipal Code (65 ILCS 5/11-15.1).

Dated: May 5, 2020

CHICAGO LAND TRUST COMPANY, TRUST NO. 8002350431

By:

ATTEST:

Attestation not required Pursuant to corporate by-laws

This instrument is executed by the undersigned Land Trustee. not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity,

Trustee in this instrument.

CHICAGO TITLE LAND TRUST COMPANY, TRUST NO. 8002350432

CHICAGE BY.

ATTEST:

Attestation not required Pursuant to corporate by-laws

STATE OF ILLINOIS)
COUNTY OF COX
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that

GIVEN under my hand and official seal, this 15th day of May, 2020.

Commission expires September 16, 2021.

"OFFICIAL SEAL"

DANIEL C. ROTH

Notary Public, State of Illinois

My Commission Expires 09/16/21

Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK) SS)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that records for the County shown to me to be the land trust, and ______, personally known to me to be the ______ of said land trust, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such the seal of said land trust to be affixed thereto, pursuant to authority given by the record of said land trust, as their free and voluntary act, and as the free and voluntary act and deed of said land trust, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 15th day of May, 2020.

Commission expires September 16, 2021.

lotary Public, State of Illinois

Notary Public

EXHIBIT 1

Legal Description

THAT PART OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF GATEWAY SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 8, 1989 AS DOCUMENT NO. 1972329 WITH THE SOUTHWESTERLY LINE OF PARCEL 0002 ACQUIRED BY THE ILLINOIS DEPARTMENT TRANSPORTATION IN CONDEMNATION CASE ED 92 0015 BY ORDER DATED APRIL 22, 1993 AND AS SHOWN ON DOCUMENT 96K009367 AS ILLINOIS ROUTE 72, HIGGINS ROAD; THENCE SOUTH 61 DEGREES 53 MINUTES 27 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, 491.05 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 654.45 FEET ALONG SAID SOUTHWESTERLY LINE, BEING A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 22,706.63 FEET AND WHOSE CHORD BEARS OF SOUTH 61 DEGREES 03 MINUTES 54 SECONDS EAST 654.43 FEET TO A BEND POINT IN SAID SOUTHWESTERLY LINE; THENCE SOUTH DEGREES 44 MINUTES 46 SECONDS EAST ALONG SOUTHWESTERLY LINE OF SAID ILLINOIS ROUTE 72 A DISTANCE OF 160.60 FEET TO A BEND POINT IN SAID SOUTHWESTERLY LINE; THENCE NORTH 23 DEGREES 44 MINUTES 02 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE 61.34 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY 280.08 FEET ALONG SAID SOUTHWESTERLY LINE, NON TANGENT TO THE LAST DESCRIBED COURSE. BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 22,706.63 FEET AND WHOSE CHORD BEARS OF SOUTH 59 DEGREES 31 MINUTES 40 SECONDS EAST 280.08 FEET TO A BEND POINT; THENCE SOUTH 59 DEGREES 09 MINUTES 16 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, NON TANGENT TO THE LAST DESCRIBED CURVE, 490.70 FEET; THENCE SOUTH 30 DEGREES 50 MINUTES 06 SECONDS WEST, DEPARTING FROM SAID SOUTHWESTERLY LINE 223.12 FEET; THENCE SOUTH 24 DEGREES 01 MINUTES 52 SECONDS WEST 311.97 FEET; THENCE NORTH 59 DEGREES 09 MINUTES 53 SECONDS WEST 822.05 FEET; THENCE NORTH 61 DEGREES 03 MINUTES 20 SECONDS WEST 122.51 FEET; THENCE SOUTH 08 DEGREES 53 MINUTES 49 SECONDS WEST 565.95 FEET; THENCE NORTH 81 DEGREES 06 MINUTES 11 SECONDS WEST 874.66 FEET TO A POINT ON SAID EAST LINE OF SAID GATEWAY SUBDIVISION; THENCE NORTH 08 DEGREES 31 MINUTES 15 SECONDS EAST ALONG THE LAST DESCRIBED LINE 1448.17 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

Property Index Numbers: part of 03-25-300-011 and part of 03-25-300-

012, in Kane County, Illinois

General Location: Approximately thirty-eight and one-half (38.5) acres of property on the south side of Illinois Route 72 in the vicinity of Christina Drive, being unincorporated property in Kane County, Illinois

EXHIBIT B

ALL STATUTORY NOTICES REQUIRED BY 65 ILCS 5/7-1-1

(attached)

444414_1 6

PUBLIC NOTICE

NOTICE OF PUBLIC HEARING PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS

NOTICE IS HEREBY GIVEN THAT ON JUNE 1, 2020 AT 6:00 P.M., A PUBLIC HEARING WILL BE HELD BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, FOR THE PURPOSE OF RECEIVING AND CONSIDERING TESTIMONY AND COMMENT ON THE PETITIONS OF CHICAGO TITLE LAND TRUST COMPANY, TRUST NO. 8002350431 AND CHICAGO TITLE LAND TRUST COMPANY, TRUST NO. 8002350432 TO HAVE ANNEXED INTO THE VILLAGE OF EAST DUNDEE THE PROPERTY OWNED BY THEM DESCRIBED BELOW PURSUANT TO A PROPOSED ANNEXATION AGREEMENT BETWEEN CHICAGO TITLE LAND TRUST COMPANY, TRUST NO. 8002350431, CHICAGO TITLE LAND TRUST COMPANY, TRUST NO. 8002350432, ALTORFER INC. AND THE VILLAGE OF EAST DUNDEE ("PROPOSED ANNEXATION AGREEMENT"), AND TO ALLOW A PORTION OF THE PROPERTY TO BE REZONED INTO THE M-1 LIMITED MANUFACTURING DISTRICT TO BE USED FOR HEAVY VEHICLE SALES, MAINTENANCE AND RELATED USES AFTER ANNEXATION. PURSUANT TO THE ILLINOIS GOVERNOR'S EXECUTIVE ORDERS AND DISASTER DECLARATIONS RELATED TO THE COVID-19 PANDEMIC, PHYSICAL ATTENDANCE AT THE PUBLIC HEARING MAY NOT BE AVAILABLE, OR MAY BE LIMITED TO NO MORE THAN 10 INDIVIDUALS, WITH VILLAGE BOARD OFFICIALS, STAFF AND CONSULTANTS HAVING PRIORITY OVER MEMBERS OF THE PUBLIC. PUBLIC TESTIMONY AND COMMENTS REGARDING THE SUBJECTS OF THE PUBLIC HEARING MAY BE MADE IN WRITING OR BY TELEPHONE DURING THE HEARING AND WRITTEN PUBLIC TESTIMONY AND COMMENTS SUBMITTED TO THE VILLAGE OF EAST DUNDEE WILL BE READ INTO THE PUBLIC HEARING RECORD. YOU MAY SUBMIT YOUR PUBLIC TESTIMONY AND COMMENTS VIA EMAIL IN ADVANCE OF THE PUBLIC HEARING TO JENNIFER JOHNSEN AT JJOHNSEN@EASTDUNDEE.NET. YOU MAY LISTEN TO THE HEARING AND PARTICIPATE BY A TELEPHONE CONFERENCE CALL AS FOLLOWS, DIAL-IN NUMBER: 312-626-6799 WITH MEETING ID: 848 6340 2607. IF YOU WOULD LIKE TO PARTICIPATE OVER THE PHONE, PLEASE EMAIL JJOHNSEN@EASTDUNDEE.NET BY 12:00 PM ON MONDAY, JUNE 1, 2020. THE PUBLIC HEARING WILL TAKE PLACE BY AUDIO CONFERENCE AT THE PHONE NUMBER ABOVE AND / OR AT THE VILLAGE POLICE DEPARTMENT LOCATED AT THE SECOND FLOOR COMMUNITY ROOM AT 115 EAST 3RD STREET, EAST DUNDEE, ILLINOIS 60118. PURSUANT TO 65 ILCS 5/11-15.1-1 ET SEQ., AN ACCURATE MAP OF THE PROPERTY BEING CONSIDERED FOR ANNEXATION AND THE FORM OF THE PROPOSED ANNEXATION AGREEMENT ARE ON FILE WITH THE VILLAGE CLERK. YOU ARE FURTHER NOTIFIED THAT THE PROPOSED ANNEXATION AGREEMENT MAY BE CHANGED, ALTERED, MODIFIED, AMENDED OR REDRAFTED IN ITS ENTIRETY AFTER THE PUBLIC HEARING. ALL INTERESTED PARTIES ARE INVITED TO ATTEND THE PUBLIC HEARING AND WILL BE GIVEN AN OPPORTUNITY TO BE HEARD. THE PROPERTY BEING CONSIDERED FOR ANNEXATION AND PROPOSED TO BE SUBJECT TO THE PROPOSED ANNEXATION AGREEMENT IS LEGALLY DESCRIBED AS FOLLOWS:

THAT PART OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF GATEWAY SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 8, 1989 AS DOCUMENT NO. 1972329 WITH THE SOUTHWESTERLY LINE OF PARCEL 0002 ACQUIRED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION IN CONDEMNATION CASE ED 92 0015 BY ORDER DATED APRIL 22, 1993 AND AS SHOWN ON DOCUMENT 96K009367 AS ILLINOIS ROUTE 72, HIGGINS ROAD; THENCE SOUTH 61 DEGREES 53 MINUTES 27 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, 491.05 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 654.45 FEET ALONG SAID SOUTHWESTERLY LINE, BEING A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 22,706.63 FEET AND WHOSE CHORD BEARS OF SOUTH 61 DEGREES 03 MINUTES 54 SECONDS EAST 654.43 FEET TO A BEND POINT IN SAID SOUTHWESTERLY LINE; THENCE SOUTH 37 DEGREES 44 MINUTES 46 SECONDS EAST ALONG THE SOUTHWESTERLY

LINE OF SAID ILLINOIS ROUTE 72 A DISTANCE OF 160.60 FEET TO A BEND POINT IN SAID SOUTHWESTERLY LINE; THENCE NORTH 23 DEGREES 44 MINUTES 02 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE 61.34 FEET TO A POINT ON A CURVE: THENCE SOUTHEASTERLY 280.08 FEET ALONG SAID SOUTHWESTERLY LINE, NON TANGENT TO THE LAST DESCRIBED COURSE, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 22,706.63 FEET AND WHOSE CHORD BEARS OF SOUTH 59 DEGREES 31 MINUTES 40 SECONDS EAST 280.08 FEET TO A BEND POINT; THENCE SOUTH 59 DEGREES 09 MINUTES 16 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, NON TANGENT TO THE LAST DESCRIBED CURVE, 490.70 FEET; THENCE SOUTH 30 DEGREES 50 MINUTES 06 SECONDS WEST, DEPARTING FROM SAID SOUTHWESTERLY LINE 223.12 FEET; THENCE SOUTH 24 DEGREES 01 MINUTES 52 SECONDS WEST 311.97 FEET: THENCE NORTH 59 DEGREES 09 MINUTES 53 SECONDS WEST 822.05 FEET: THENCE NORTH 61 DEGREES 03 MINUTES 20 SECONDS WEST 122.51 FEET; THENCE SOUTH 08 DEGREES 53 MINUTES 49 SECONDS WEST 565.95 FEET; THENCE NORTH 81 DEGREES 06 MINUTES 11 SECONDS WEST 874.66 FEET TO A POINT ON SAID EAST LINE OF SAID GATEWAY SUBDIVISION; THENCE NORTH 08 DEGREES 31 MINUTES 15 SECONDS EAST ALONG THE LAST DESCRIBED LINE 1448.17 FEET TO THE POINT OF BEGINNING, TOGETHER WITH ALL THAT PART OF ILLINOIS ROUTE 72 (HIGGINS ROAD) LYING NORTH OF AND ADJACENT TO ABOVE DESCRIBED PROPERTIES, NOT PREVIOUSLY ANNEXED TO THE VILLAGE OF EAST DUNDEE, ALL IN KANE COUNTY, ILLINOIS.

PROPERTY INDEX NUMBERS: PART OF 03-25-300-011 AND PART OF 03-25-300-012, IN KANE COUNTY, ILLINOIS

GENERAL LOCATION: APPROXIMATELY FORTY-TWO (42) ACRES OF PROPERTY ON THE SOUTH SIDE OF ILLINOIS ROUTE 72 IN THE VICINITY OF CHRISTINA DRIVE, BEING UNINCORPORATED PROPERTY IN KANE COUNTY, ILLINOIS



Village of East Dundee

120 Barrington Avenue, East Dundee, IL 60118 (847) 426-2822 www.eastdundee.net

NOTICE OF PROPOSED ANNEXATION OF TERRITORY WITHIN DUNDEE TOWNSHIP TO THE VILLAGE OF EAST DUNDEE

VIA CERTIFIED U.S. MAIL RETURN RECEIPT REQUESTED

Dundee Township Supervisor 611 East Main Street East Dundee, Illinois 60118

Dundee Township Highway Commissioner 1900 Sleepy Hollow Road Sleepy Hollow, Illinois 60118

Dundee Township Tax Collector 611 East Main Street East Dundee, Illinois 60118 Dundee Township Clerk 611 East Main Street East Dundee, Illinois 60118

Dundee Township Assessor 611 East Main Street, Suite 101 East Dundee, Illinois 60118

Dundee Township Trustees 611 East Main Street East Dundee, Illinois 60118

You are hereby notified that the Village of East Dundee, Cook and Kane Counties, Illinois, which is about to annex the territory described below pursuant to 65 ILCS 5/7-1-1, et seq. (specifically, 65 ILCS 5/7-1-8), and that such annexation will take place not less than ten (10) days after the mailing of this Notice to you. The Village President and Board of Trustees of the Village of East Dundee intends to consider the annexation of the following-described territory at a meeting to be held at the East Dundee Police Department, Second Floor Community Room at 115 East 3rd Street, East Dundee, Illinois 60118, at 6:00 p.m. on June 1, 2020, which meeting may occur by telephone conference call under the Illinois Governor's Executive Orders and disaster declarations regarding the COVID-19 pandemic. If you wish to attend this meeting, please contact Village Administrator Jennifer Johnsen for details, at jjohnsen@eastdundee.net, or by telephone at (847) 426-2822. The territory to be annexed is described as follows, which is located within Dundee Township:

THAT PART OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF GATEWAY SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 8, 1989 AS DOCUMENT NO. 1972329 WITH THE SOUTHWESTERLY LINE OF PARCEL 0002 ACQUIRED BY THE ILLINOIS DEPARTMENT TRANSPORTATION IN CONDEMNATION CASE ED 92 0015 BY ORDER DATED APRIL 22, 1993 AND AS SHOWN ON DOCUMENT 96K009367 AS ILLINOIS ROUTE 72, HIGGINS ROAD; THENCE SOUTH 61 DEGREES 53 MINUTES 27 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, 491.05 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 654.45

FEET ALONG SAID SOUTHWESTERLY LINE, BEING A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 22,706.63 FEET AND WHOSE CHORD BEARS OF SOUTH 61 DEGREES 03 MINUTES 54 SECONDS EAST 654.43 FEET TO A BEND POINT IN SAID SOUTHWESTERLY LINE; THENCE SOUTH MINUTES 46 SECONDS EAST 37 DEGREES 44 ALONG SOUTHWESTERLY LINE OF SAID ILLINOIS ROUTE 72 A DISTANCE OF 160.60 FEET TO A BEND POINT IN SAID SOUTHWESTERLY LINE: THENCE NORTH 23 DEGREES 44 MINUTES 02 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE 61.34 FEET TO A POINT ON A CURVE: THENCE SOUTHEASTERLY 280.08 FEET ALONG SAID SOUTHWESTERLY LINE, NON TANGENT TO THE LAST DESCRIBED COURSE, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 22,706.63 FEET AND WHOSE CHORD BEARS OF SOUTH 59 DEGREES 31 MINUTES 40 SECONDS EAST 280.08 FEET TO A BEND POINT: THENCE SOUTH 59 DEGREES 09 MINUTES 16 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, NON TANGENT TO THE LAST DESCRIBED CURVE, 490.70 FEET; THENCE SOUTH 30 DEGREES 50 MINUTES 06 SECONDS WEST, DEPARTING FROM SAID SOUTHWESTERLY LINE 223.12 FEET: THENCE SOUTH 24 DEGREES 01 MINUTES 52 SECONDS WEST 311.97 FEET; THENCE NORTH 59 DEGREES 09 MINUTES 53 SECONDS WEST 822.05 FEET: THENCE NORTH 61 DEGREES 03 MINUTES 20 SECONDS WEST 122.51 FEET; THENCE SOUTH 08 DEGREES 53 MINUTES 49 SECONDS WEST 565.95 FEET: THENCE NORTH 81 DEGREES 06 MINUTES 11 SECONDS WEST 874.66 FEET TO A POINT ON SAID EAST LINE OF SAID GATEWAY SUBDIVISION: THENCE NORTH 08 DEGREES 31 MINUTES 15 SECONDS EAST ALONG THE LAST DESCRIBED LINE 1448.17 FEET TO THE POINT OF BEGINNING, TOGETHER WITH ALL THAT PART OF ILLINOIS ROUTE 72 (HIGGINS ROAD) LYING NORTH OF AND ADJACENT TO ABOVE DESCRIBED PROPERTIES. NOT PREVIOUSLY ANNEXED TO THE VILLAGE OF EAST DUNDEE, ALL IN KANE COUNTY, ILLINOIS.

Property Index Numbers: part of 03-25-300-011 and part of 03-25-300-012, In Kane County, Illinois

General Location: Approximately forty-two (42) acres of property on the south side of Illinois Route 72 in the vicinity of Christina Drive, being unincorporated property in Kane County, Illinois

Dated this 14th day of May, 2020.

SEAL KANE COUNTY

VILLAGE OF EAST DUNDEE

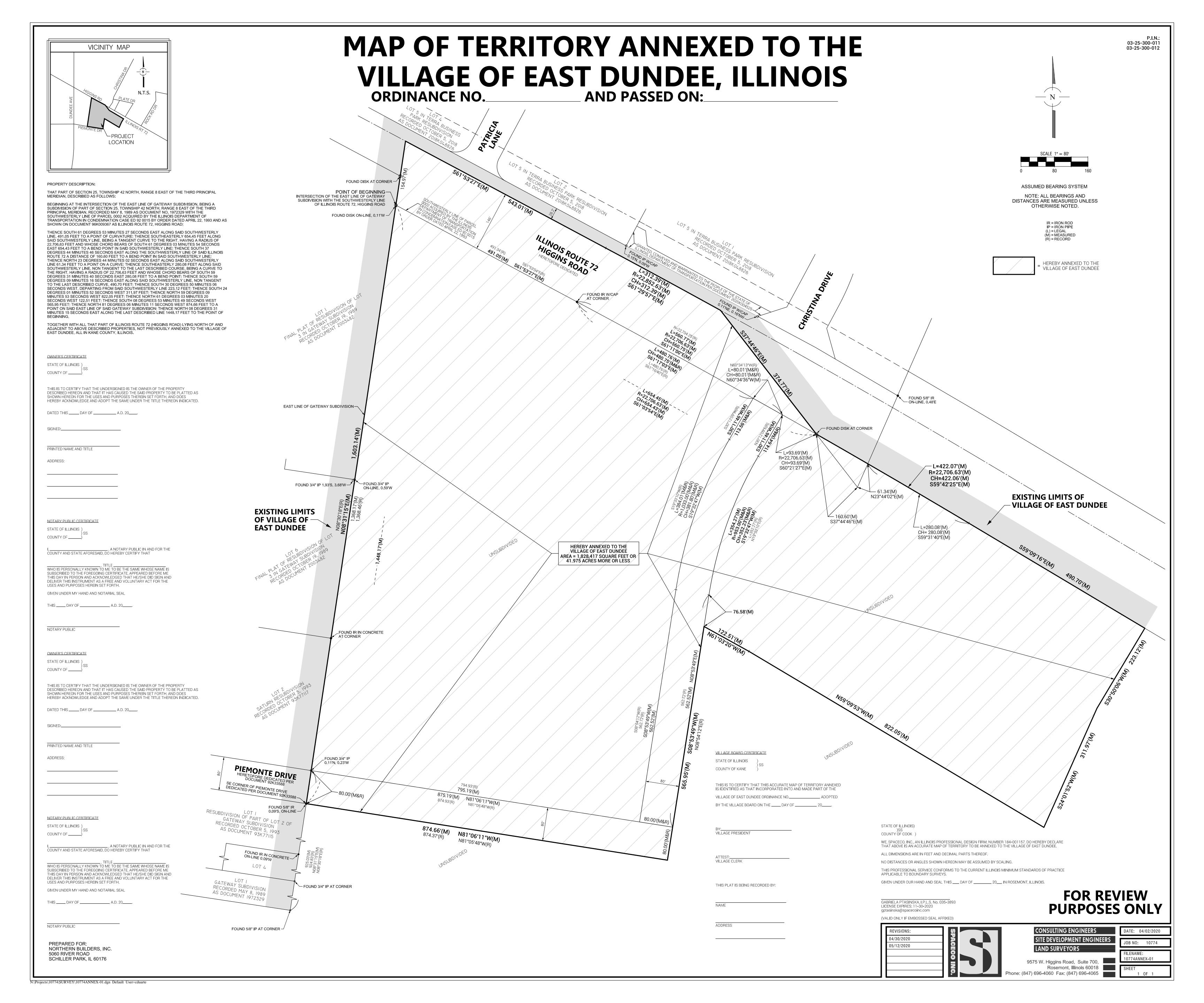
Katherine Holt Village Clerk

EXHIBIT C

PLAT OF ANNEXATION

(attached)

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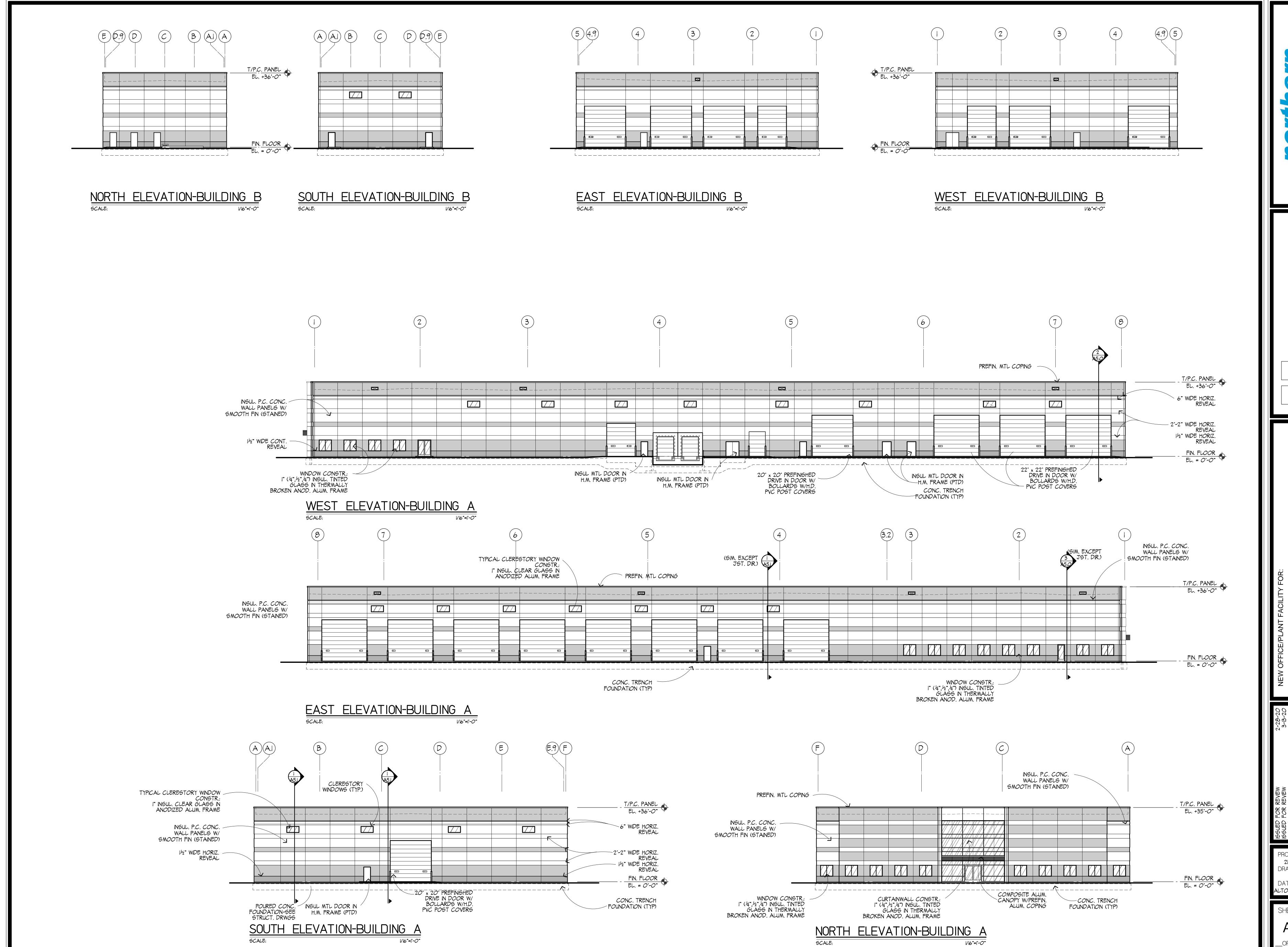
Altorfer CAT Development Recapture Analysis 6/1/2020

	V = = 											
Revenue Analysis												
				Estimated	Estimated		Estimated TIF	Estimated TIF	Estimate Taxable			Estimated BDD
Tax Year	Calendar Year	Fiscal Year	Year	EAV Increase	TIF Increment	TIF Developer %	Developer Share	Village Share	BDD Sales	BDD Sales Tax	BDD Developer %	Developer Share
2020	2021	2022	Year 1	3,027,643	-	-	-	-	-	-	-	
2021	2022	2023	Year 2	3,057,919	262,981	60%	157,789	105,192	6,375,000	47,813	100%	47,813
2022	2023	2024	Year 3	3,088,499	265,611	60%	159,367	106,244	6,438,750	48,291	100%	48,291
2023	2024	2025	Year 4	3,119,384	268,267	60%	160,960	107,307	6,503,138	48,774	100%	48,774
2024	2025	2026	Year 5	3,150,577	270,950	60%	162,570	108,380	6,568,169	49,261	100%	49,261
2025	2026	2027	Year 6	3,182,083	273,659	60%	164,195	109,464	6,633,851	49,754	100%	49,754
2026	2027	2028	Year 7	3,213,904	276,396	60%	165,837	110,558	6,700,189	50,251	100%	50,251
2027	2028	2029	Year 8	3,246,043	279,160	60%	167,496	111,664	6,767,191	50,754	100%	50,754
2028	2029	2030	Year 9	3,278,504	281,951	60%	169,171	112,781	6,834,863	51,261	100%	51,261
2029	2030	2031	Year 10	3,311,289	-	0%	-	-	6,903,211	51,774	100%	51,774
2030	2031	2032	Year 11	3,344,401	-	0%	-	-	6,972,244	52,292	100%	52,292
TOTALS					2,178,975		1,307,385	871,590		500,225		500,225

TIF Reimbursement Cap	1,520,000
Estimated BDD Reimbursement (No Cap)	500,225
Consultant Fee Reimbursement (Additional TIF)	100,000
Piemonte Road Resurfacing and Curb (Additional TIF)	120,000
Estimated TIF and BDD Revenue to the Developer	2,020,225
Estimated TIF Revenue to the Village	871,590
Estimtated NET TIF Revenue to Village	651,590

Assumptions

Base EAV	5,810
Taxable Value	9,100,359
Assessor's Estimated EAV	3,033,453
Estimate EAV Increase	3,027,643
Tax Rate	8.7%
EAV Escalator	1%
Sales Tax Estimate	6,375,000
Sales Tax Escalator	1%



northern Builders, Inc.

RRIS ARCHITECTS INC.

EMERSON AVENUE PALATINE, ILLINOIS 60067-7416 847.303.1155

HIGHT © 2020. BY HARRIS ARCHITECTS. INC.

HARRIS
4801 EMERSON AVENUE
COPYRIGHT © 2020, B

ALTORFER EAST DUNDEE, ILLINOIS

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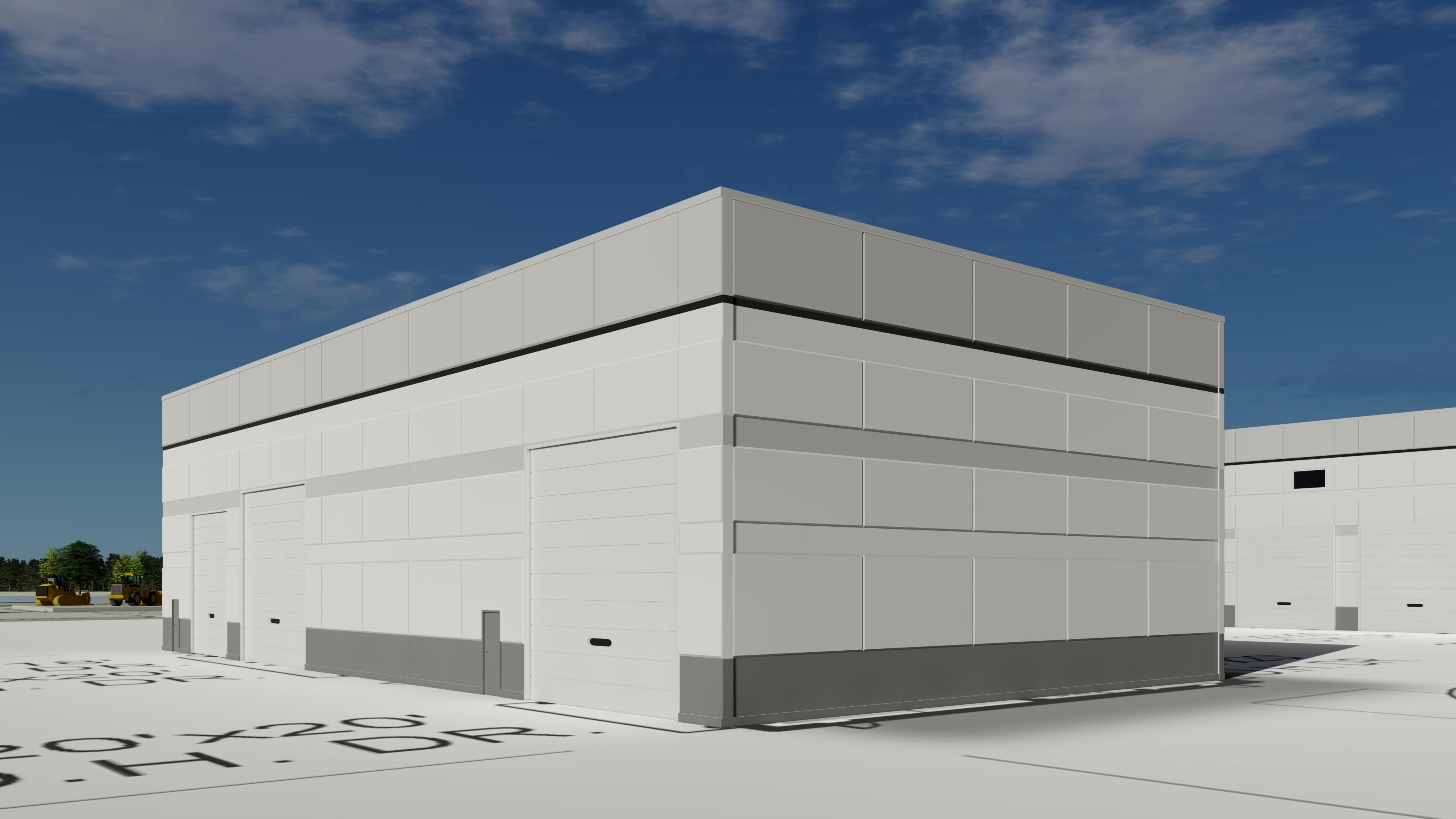
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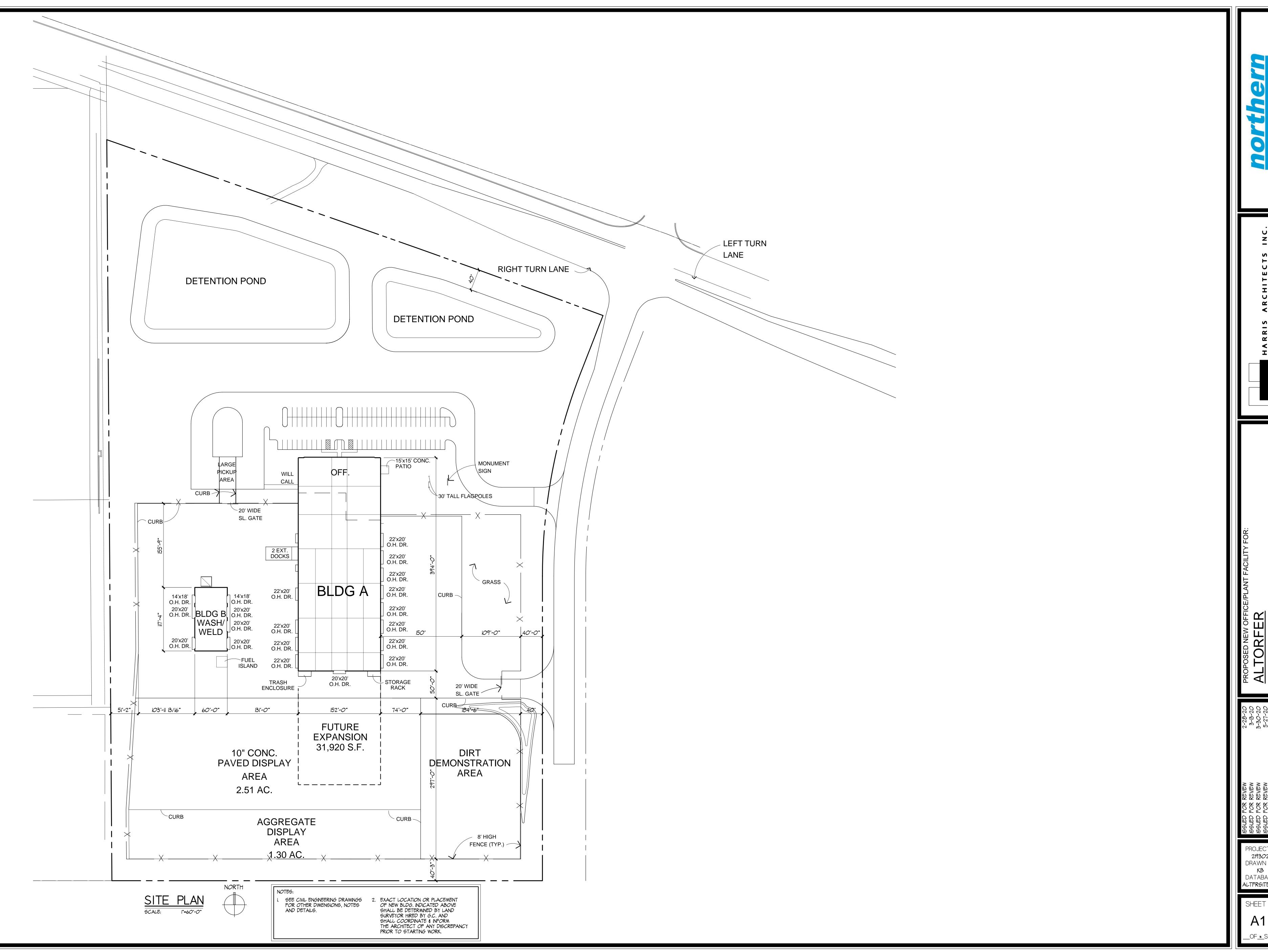








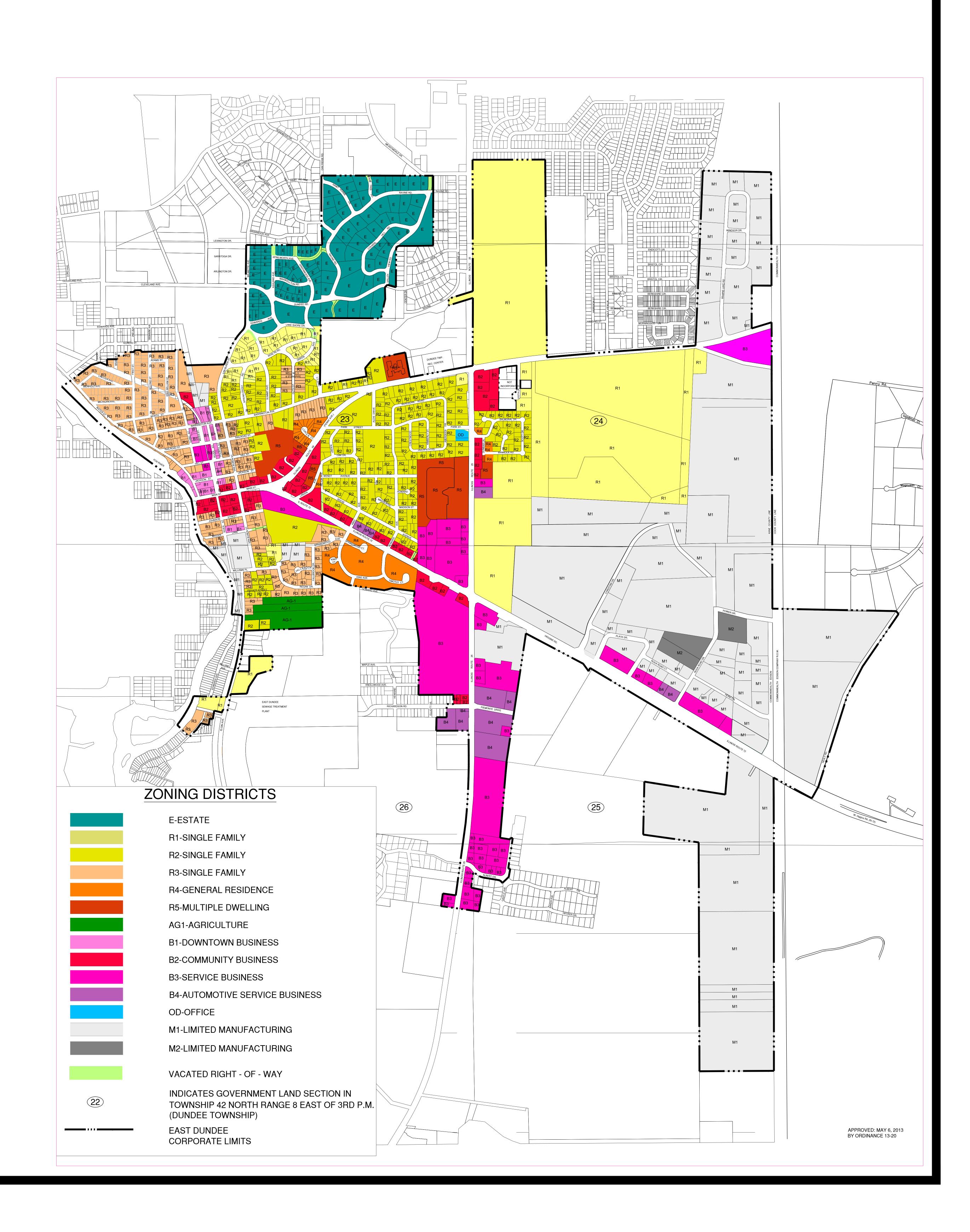


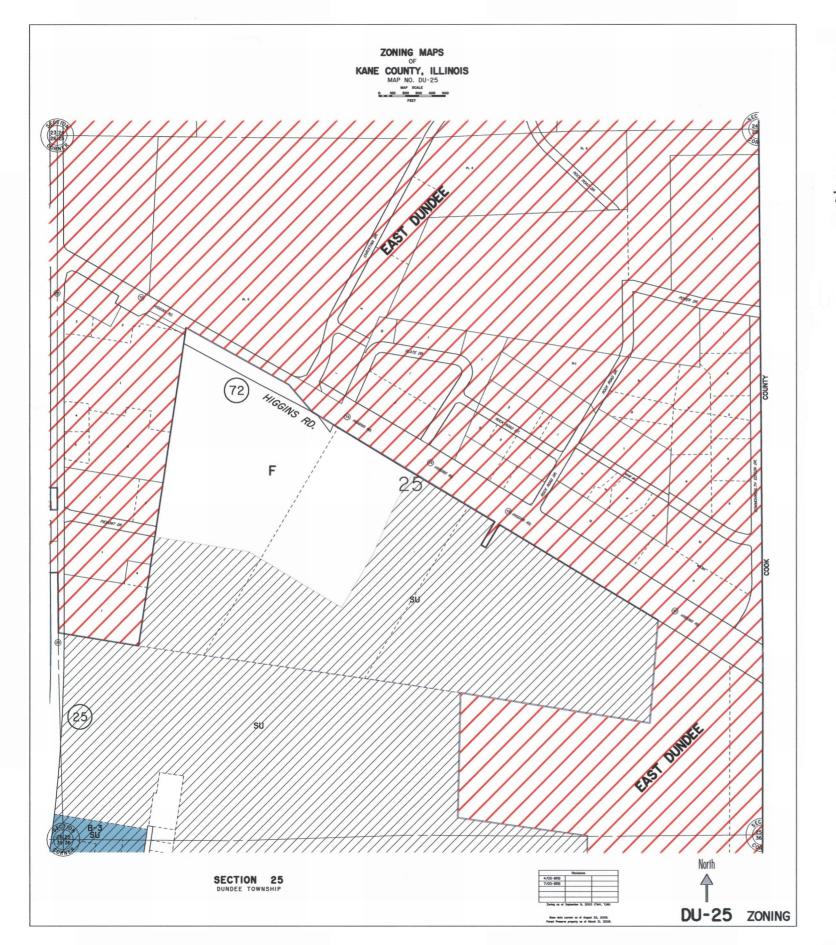


DRAWN BY: DATABASE:

VILLAGE OF EAST DUNDEE

OFFICIAL ZONING MAP





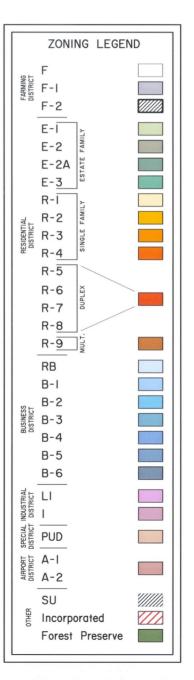
Kane County, Illinois

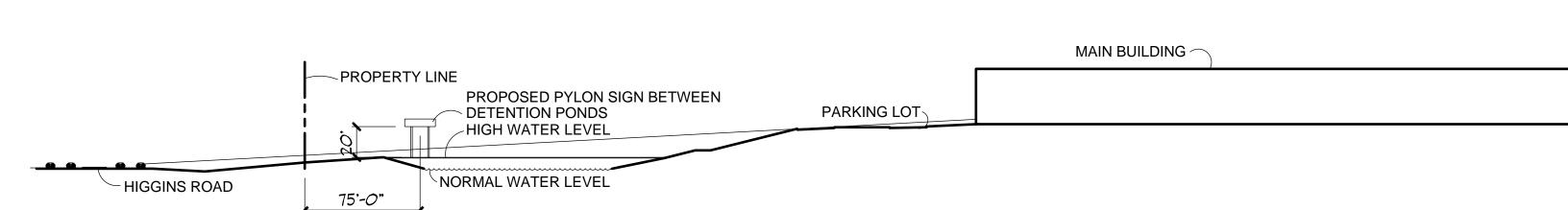
Subdivision and Zoning Division

Christy Sabdo, Director

Kane County Government Center 719 S. Batavia Ave., Bldg. A Geneva, IL 60134

Phone: 630-232-3492







Village of East Dundee

120 Barrington Avenue, East Dundee, IL 60118 (847) 426-2822 www.eastdundee.net

To: Village President and Board of Trustees

From: Jennifer Johnsen, Village Administrator

Subject: Outdoor Dining Regulations

Date: June 1, 2020

Background

As you are aware, the Governor recently moved the State of Illinois into Phase 3 of the Restore Illinois Plan and allowed for outdoor dining to resume under specific guidelines. After collaborating with President Miller, Outdoor Dining Regulations were drafted and implemented to establish outdoor dining regulations which could be put into effect prior to May 29, 2020. Attached, please find an ordinance which adopts such regulations and allows for the regulations to be amended administratively as circumstances require.

After visiting and communicating with the restaurant and bar owners, the regulations are in the process of being further amended to accommodate our business owners. Please note, the following public property is being utilized for outdoor dining:

- Rosie O'Hares portion of Michigan closed to vehicular traffic
- River Street Tavern adjacent on-street parking spaces
- Mocking Bird 5 tables permitted on the north side of the Depot
- Depot first-come, first-serve carryout of food and beverages

River Street will remain open unless there is further interest from affected businesses to utilize River Street for the expansion of outdoor dining. Presently, we were able to accommodate each businesses without the closing of River Street.

Action Requested:

Approval of an Ordinance Adopting and Approving the Outdoor Dining Regulations in Executive Order 20-4 Issued by the Village President Under a State of Emergency (COVID-19 – May 27, 2020)

Attachment:

Ordinance Adopting and Approving the Outdoor Dining Regulations in Executive Order 20-4 Issued by the Village President Under a State of Emergency (COVID-19 – May 27, 2020)

ORDINANCE NUMBER 20 - ___

AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS ADOPTING AND APPROVING THE OUTDOOR DINING REGULATIONS IN EXECUTIVE ORDER 20-4 ISSUED BY THE VILLAGE PRESIDENT UNDER A DECLARATION OF A STATE OF EMERGENCY (COVID-19 – MAY 27, 2020)

WHEREAS, the Village of East Dundee ("Village") is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, on March 23, 2020, the Village President and Board of Trustees adopted Ordinance 20-07 entitled "An Ordinance of the Village of East Dundee, Cook and Kane Counties, Illinois Amending the Village of East Dundee Village Code Authorizing the Village President to Declare a State of Emergency if Needed," which created Section 33.13(H) of the Village of East Dundee Village Code, authorizing the Village President to declare a state of emergency in the Village pursuant to Section 11-1-6 of the Illinois Municipal Code, 65 ILCS 5/11-1-6; and

WHEREAS, on May 27, 2020, the Village President declared a state of emergency in the Village due to the threats to the public's health, safety and welfare from the COVID-19 pandemic pursuant to the "Declaration of a Continued State of Emergency in the Village of East Dundee, Cook and Kane Counties, Illinois (COVID-19 – May 27, 2020)," attached hereto as **EXHIBIT A** and made a part hereof ("Declaration"); and

WHEREAS, on May 27, 2020, the Village President issued Executive Order 20-4 pursuant to the Declaration, entitled "Executive Order Regarding Outdoor Dining Under a Declaration of a State of Emergency in the Village of East Dundee, Cook and Kane Counties, Illinois (COVID-19 – May 27, 2020)," attached hereto as **EXHIBIT B** and made a part hereof ("Executive Order 20-4"); and

WHEREAS, pursuant to Section 33.13(H)(2)(h) of the Village of East Dundee Village Code ("Village Code"), the expiration of the Declaration and Executive Order 20-4 shall be no later than the adjournment of the first regular meeting of the Village President and Board of Trustees after the Declaration was issued; and

WHEREAS, the Village President and Board of Trustees desire to adopt and extend the outdoor dining regulations in Executive Order 20-4, in order to better protect and preserve the public's health, safety and welfare with regard to the COVID-19 pandemic;

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

SECTION 1: Incorporation. That the recitals above shall be and are hereby incorporated in this Section 1 as if restated herein.

<u>SECTION 2</u>: Adoption and Approval of Executive Order. That the Village President and Board of Trustees adopt and approve the regulations on outdoor dining in Executive Order 20-4 ("Outdoor Dining Regulations"). The Village Administrator is authorized to modify the Outdoor Dining Regulations from time to time as necessary to protect the public's health, safety and welfare and to comply with legal requirements, including, but not limited to, State laws, regulations, directives and executive orders. Modifications to the Outdoor Dining Regulations by the Village Administrator shall be distributed to affected businesses.

<u>SECTION 3</u>: Intent; No Vested Rights. That the intent of this Ordinance is to provide limited relief from the outdoor dining requirements in the Village of East Dundee Village Code and this Ordinance shall be interpreted to implement this intent. This Ordinance grants no vested rights and no person or entity shall have any claim to vested rights in any relief granted in this Ordinance.

SECTION 4: **Severability.** That 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 5: **Repeal.** That all ordinances, resolutions, motions or parts thereof in conflict with this Ordinance shall be and the same are hereby repealed.

SECTION 6: Effect. That this Ordinance shall be in full force and effect upon its adoption, approval and publication in pamphlet form as provided by law.

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ADOPTED this 1st day of June, 2020 pursuant to a roll call vote as follows:

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Recorded in the Village records on June _____, 2020.

EXHIBIT A

DECLARATION

(attached)

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DECLARATION NO. 20-3

DECLARATION OF A CONTINUED STATE OF EMERGENCY IN THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS (COVID-19 – MAY 27, 2020)

- **WHEREAS**, the Village of East Dundee ("Village") is a home rule unit of local government as provided by Article VII, Section 7 of the Illinois Constitution of 1970; and
- **WHEREAS**, COVID-19, also known as the "coronavirus," is a dangerous disease which has spread around the world, including in the United States, the State of Illinois and Cook and Kane Counties; and
- **WHEREAS**, COVID-19 is a direct and serious threat to the public's health, safety and welfare; and
- **WHEREAS**, on March 11, 2020, the Word Health Organization declared the COVID-19 virus a pandemic; and
- **WHEREAS**, on March 10, 2020, the President of the Cook County Board of Commissioners issued a disaster proclamation in Cook County, Illinois related to the COVID-19 pandemic; and
- **WHEREAS**, on March 17, 2020, the President of the Kane County Board of Commissioners issued a disaster proclamation in Kane County, Illinois related to the COVID-19 pandemic; and
- **WHEREAS**, on March 9, 2020, the Governor of the State of Illinois issued a disaster proclamation in the State of Illinois related to the COVID-19 pandemic; and
- **WHEREAS**, on March 13, 2020, the President of the United States declared a nationwide emergency under Section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 52 U.S.C. 5121, *et seq.*, related to the COVID-19 pandemic; and
- **WHEREAS**, COVID-19 pandemic is a contagious disease that is likely to cause loss of life, loss of productivity, hardship and suffering to persons residing in or doing business in and around the Village; and
- **WHEREAS**, Section 11-1-6 of the Illinois Municipal Code, 65 ILCS 5/11-1-6, provides that the corporate authorities of the Village of East Dundee may grant the Village President the extraordinary power and authority to exercise, by executive order during a state of emergency, such of the powers of the Village's corporate authorities as may be reasonably necessary to respond to the emergency; and
- **WHEREAS**, on March 23, 2020, the Village President and Board of Trustees adopted Ordinance 20-07, entitled "An Ordinance of the Village of East Dundee, Cook and Kane Counties, Illinois Amending the Village of East Dundee Village Code Authorizing the Village President to Declare a State of Emergency if Needed," which

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created Section 33.13(H) of the Village Code, which authorizes the Village President to declare a state of emergency in the Village pursuant to Section 11-1-6 of the Illinois Municipal Code, 65 ILCS 5/11-1-6; and

- **WHEREAS**, declaration of a state of emergency in the Village is necessary in order to allow the Village to assist in preventing the loss of life and injuries, alleviating damages, loss, hardship and suffering related to the COVID-19 pandemic;
- **NOW, THEREFORE, BE IT DECLARED,** under oath by the Village President of the Village of East Dundee, Cook and Kane Counties, Illinois:
- **SECTION 1**: **Incorporation.** That the recitals above shall be and are incorporated in this Section 1 as if restated herein.
- **SECTION 2:** Declaration of a State of Emergency. That a state of emergency is declared in the Village of East Dundee, Cook and Kane Counties, Illinois pursuant to Section 33.13(H) of the Village Code.
- **SECTION 3**: **Executive Orders.** That the Village President is authorized to exercise, by executive order, such powers of the Village President and Board of Trustees as the Village President deems reasonably necessary to allow the Village to respond to the emergency.
- <u>SECTION 4</u>: Procedures, Protocols and Regulations Subject to Suspension. That the Village Administrator shall present requests to the Village President for approval of executive orders described in Section 3 above. Executive orders may address any Village regulations reasonably necessary to allow the Village to respond to the emergency.
- **SECTION 5: Duration.** That the state of emergency declared herein shall expire upon the earlier of (a) the adjournment of the next regular meeting of the Village President and Board of Trustees, which is scheduled for June 1, 2020, or (b) withdrawal of this Declaration by the Village President.
- **SECTION 6:** Filing. That this declaration shall be filed with the Village Clerk upon its execution by the Village President.

	Lael Miller, Village President
Subscribed and sworn to before me this 27th day of May, 2020.	
Notary Public	<u> </u>

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EXHIBIT B

EXECUTIVE ORDER 20-4

(attached)

444756_1 5

EXECUTIVE ORDER NO. 20-4

EXECUTIVE ORDER REGARDING OUTDOOR DINING UNDER A DECLARATION OF A STATE OF EMERGENCY IN THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS (COVID-19 – MAY 27, 2020)

- **WHEREAS**, the Village of East Dundee ("Village") is a home rule unit of local government as provided by Article VII, Section 7 of the Illinois Constitution of 1970; and
- **WHEREAS**, COVID-19, also known as the "coronavirus," is a dangerous disease which has spread around the world, including in the United States, the State of Illinois and Cook and Kane Counties; and
- **WHEREAS**, COVID-19 is a direct and serious threat to the public's health, safety and welfare; and
- **WHEREAS**, on May 27, 2020, the Village President declared a state of emergency in the Village in Declaration 20-3, entitled "Declaration of a Continued State of Emergency in the Village of East Dundee, Cook and Kane Counties, Illinois (COVID-19 May 27, 2020)" ("Declaration"); and
- WHEREAS, the Declaration was made pursuant to authority granted to the Village President in Section 33.13(H) of the Village of East Dundee Village Code and pursuant to Section 11-1-6 of the Illinois Municipal Code, 65 ILCS 5/11-1-6; and
- **WHEREAS**, the Village President has determined that it is necessary to make this Executive Order to best protect the public's health, safety and welfare regarding the COVID-19 pandemic;
- **NOW, THEREFORE, BE IT ORDERED,** by the Village President of the Village of East Dundee, Cook and Kane Counties, Illinois:
- **SECTION 1**: **Incorporation.** That the recitals above shall be and are incorporated in this Section 1 as if restated herein.
- **SECTION 2: Executive Order.** That limited outdoor dining is permitted in the Village as set forth in, and to the extent allowed in, the "COVID-19 Restaurant and Bar Outdoor Dining Regulations" attached hereto as **EXHIBIT A** and made a part hereof ("Outdoor Dining Regulations"). The Village Administrator is authorized to modify the Outdoor Dining Regulations from time to time as necessary to protect the public's health, safety and welfare and to comply with legal requirements, including, but not limited to, State laws, regulations, directives and executive orders. Modifications to the Outdoor Dining Regulations by the Village Administrator shall be distributed to affected businesses.

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<u>SECTION 3</u>: Intent; No Vested Rights. That the intent of this Executive Order is to provide limited relief from the outdoor dining requirements in the Village of East Dundee Village Code and this Executive Order shall be interpreted to implement this intent. This Executive Order grants no vested rights and no person or entity shall have any claim to vested rights in any relief granted in this Executive Order.

SECTION 4: **Duration.** That this Executive Order shall expire upon the earlier of (a) the Declaration ending or (b) withdrawal of this Executive Order by the Village President.

Lael Miller, Village President

Date: May 27, 2020

444753_1 2

EXHIBIT A

OUTDOOR DINING REGULATIONS

(attached)

444753_1 3



Village of East Dundee

120 Barrington Avenue, East Dundee, IL 60118 (847) 426-2822 www.eastdundee.net

COVID-19 Restaurant and Bar Outdoor Dining Regulations

Effective 5.29.2020 Until Further Notice

Introduction

Governor Pritzker has announced that the State of Illinois is on track to move to Phase 3 of the Restore Illinois Plan on May 29, 2020. Under Phase 3, outdoor dining shall be permitted with social distancing and safety guidelines in place. As part of the State's guidelines, businesses are subject to additional regulations on outdoor dining by units of local government. As such, under Village President Miller's Executive Order, the Village of East Dundee has outlined the following Outdoor Dining Regulations which fulfill the following goals:

- Allow for the safe and sensible reopening of outdoor dining at restaurants and bars while slowing the further spread of COVID-19.
- Allow for the expansion of outdoor dining on public property.
- Allow for the expansion of outdoor dining on private parking lots.

Please note, these regulations are subject to change based upon the utilization of the outdoor dining areas and the potential impact on public health. Regulations will be modified as necessary to achieve the aforementioned goals.

For more information, please contact Village Administrator Jennifer Johnsen at johnsen@eastdundee.net.

State of Illinois Restaurant and Bar Outdoor Dining Guidelines https://dceocovid19resources.com/assets/Restore-Illinois/businessguidelines3/restaurantbars.pdf

Adherence to the State's *Restaurants and Bars For Outdoor Dining Guidelines* shall be required as well as any Kane County Health Department guidelines or regulations.

- In order to operate with outdoor dining, restaurants and bars shall be required to meet the *Minimum Guidelines* identified by the State for the following:
 - 1. General Health
 - 2. HR and Travel Policies
 - 3. Health Monitoring
 - 4. Physical Workspace
 - 5. Disinfecting/Cleaning Procedures
 - 6. Staffing and Attendance
 - 7. External Interactions
 - 8. Customer Behaviors

- These include but are not limited to the following:
 - 1. No indoor dining shall be permitted.
 - 2. Parties/tables shall be limited to 6 persons.
 - 3. A minimum of 6' between designated customer tables and/or other seating areas shall be required and maintained through the duration of operation.
 - 4. Customers should wear face coverings over their nose and mouth while on premises, except while eating and drinking at tables.
 - 5. Employees should wear face coverings over their nose and mouth.
 - 6. All waiting areas shall be closed.
 - 7. A reservation or call ahead model shall be implemented if practical.
 - 8. Employees shall wash hands for 20 seconds every 30 minutes.
 - 9. Employees should not report to, or be allowed to remain at, work if sick or symptomatic.
 - 10. Any employee who has had close contact with a co-worker or any other person who is diagnosed with COVID-19 is required to quarantine for 14 days after the last/most recent contact with the infectious individual.
 - 11. Signage shall be displayed at the entry of the business with face covering requirements, social distancing guidelines, and cleaning protocols (see State's toolkit).

General Village Guidelines

- Restaurants and bars may resume regular hours of operation for the purposes of resuming outdoor dining only.
- Noise ordinances will be strictly enforced to respond to and address complaints from adjacent property owners and the general public.
- Customers shall not be permitted to gather to wait for tables to open. Those waiting for tables shall be required to wait off premise.
- Customers shall be allowed indoors for use of the restroom or for access to the outdoor dining area only.
- Hostess station shall be placed outside if practical.
- Businesses shall avoid advertising which implies that a party, event, festival, concert, or the like is being held as customers patronizing restaurants and bars are restricted to groups of 6 persons or less.

Downtown Public Property (For Carryout Only)

- Only the Depot lawn and River Street shall be used for outdoor dining.
- Business interested in utilizing public property must notify Village Administrator Jennifer Johnsen of their intent to participate by email at jjohnsen@eastdundee.net.
 - Businesses must obtain a Right-of-Way Service Endorsement, waive all liability and hold the Village harmless for use of River Street or other public property.
 - o Proof of general liability and liquor liability insurance extending onto the street shall be required.
- Outdoor dining on public property is for carryout food and drink only.
- Service of food and drink by wait staff will not be permitted on public property.
- Limit one alcoholic drink per person (to comply with happy hour laws).
- All drinks must be in the original package (drinks shall not be poured and carried out).
- No glass shall be permitted on public property.
- Village-owned tables on the depot lawn shall be on a first-come, first-serve basis and shall remain open to the public.
- The public shall not be permitted to gather to wait for tables to open.

- The depot bathrooms shall remain closed.
- No live entertainment shall be permitted. The Village shall provide music over the speakers at the Depot.
- No tents or canopies shall be erected on Village property or private property immediately adjacent to a public street.
- One Police Officer shall be assigned to monitor the public property being utilized for outdoor dining for compliance and safely.

Outdoor Dining on River Street

- River Street from Barrington to Railroad shall be closed to allow for additional outdoor dining.
- River Street shall be closed on the following days and times:
 - Friday: Noon 8 p.m.
 - Saturday: Noon 8 p.m.
 - Sunday: Noon 8 p.m.
- Hours of operation shall be advertised at the Depot and shall be distributed to customers by participating businesses at the time of taking and receiving a carry out order.
- Table areas will be assigned to businesses by the Village (see Exhibit A) and are subject to change.
 - Table assignments have been reserved for businesses that do not have ample outdoor seating and/or a private parking lot(s) and are located within the downtown.
 - Participating businesses must carry out their own tables onto River Street no sooner than 9 a.m. and remove the tables by 9 p.m. each night.
 - o Tables must be clearly marked with the name of the business and indicate that they are available by reservation only.
 - O Village-owned tables shall not be moved onto River Street.
 - Businesses shall be required to take and maintain reservations to prevent gatherings and lines of customers.
 Those waiting for tables shall be required to wait offsite.
- Public Works shall close the Street at 9 a.m. on Friday and the Police Department shall open the Street at 9 p.m. on Sunday night.
- Public Works shall provide additional garbage cans and collection as necessary.

Private Parking Lots and Public Parking Spaces (Dine In)

- Businesses with dedicated and paved parking lots shall be permitted to utilize these lots for additional outdoor dining.
- Businesses shall be permitted to utilize adjacent public parking spaces approved by the Village Administrator for additional outdoor dining.
- All on-site parking requirements shall be waived.
- Businesses are encouraged to work with adjacent and nearby property owners to accommodate realistic parking needs and must provide parking guidance to their customers.
- Businesses must notify Village Administrator Jennifer Johnsen of their intended use of a private parking lot or public parking space in advance and email a map and table layout to jjohnsen@eastdundee.net.
- Parking Lot and Parking Space Layout Requirements
 - o Each table space must be at minimum 15' x 15' and ensure 6' social distancing guidelines.
 - Through traffic shall not be permitted in any portion of the parking lot reserved for tables.
 - Safety barriers and other measures may be required to ensure the separation of vehicles and pedestrians.

- No more than 50% of the total parking area shall be utilized for dedicated table spaces.
- o No more than 20 tables shall be permitted on any private parking lot.
- o Businesses seeking to erect a tent or canopy on private parking lot will be required to secure a tent permit.
- Proof of general liability, workers compensation and liquor liability insurance extending into the private parking lot or public parking space shall be required.
- Businesses will be required to take and maintain reservations.
- The Police Department will perform routine inspections to ensure compliance with State and Village guidelines.

Caboose Concession Stand

- The outdoor dining at the caboose may resume under these regulations.
- Customer ordering and pick-up shall occur in an area at least 6' from dining customers and all others.
- Customers waiting in line shall maintain a distance of 6' apart.
- The Village's parking lot immediately west of the Caboose shall not be utilized for outdoor dining.

Penalties

 Businesses that do not strictly adhere to these Outdoor Dining Regulations shall be subject to fine or other enforcement matters.

EXHIBIT A

River Street Emergency Outdoor Seating Expansion TABLE Mocking Bird TABLE TABLE Mocking Bird Mocking Bird TABLE TABLE Mocking Bird Mocking Bird TABLE TABLE Uncommon Palate Diamond Jims TABLE TABLE Uncommon Alianos Palate TABLE Caboose TABLE Alianos TABLE TABLE River Street Alianos TABLE Alianos TABLE TABLE TABLE River Street Alianos TABLE TABLE TABLE TABLE River Street Calendos TABLE Caboose TABLE Calendos TABLE TABLE River Street Calendos TABLE River Street

RIVER STREET EMERGENCY OUTDOOR DINING EXPANSION

Total Tables	34
Mocking Bird	5
Uncommon Palate	5
Alianos	5
Calendos	5
Diamond Jims	4
Caboose	5
River Street Tavern	5

Notes:
One Square = 15'x15'
Need to accommodate spaces for Nonno's when they open for business.
Division of the control of the contr
Diamond Jims also has Village apron ROW in front of their building.
Spaces provided to businesses that do not currently own a parking lot or significant outdoor seating area.
own a parking for or significant outdoor seating area.

For Meeting Dated 06-01-20 FY2020-2021					List #239
endor	Invoice	Description	Inv. Date	Due Date	Amount
ALARM DET	ECTION SYSTEMS				
	Invoice: 124784-1017	VH KEY FOB EMER SYSTEM 01-35-5110 VH KEY FOB EMER S	05/10/20 \$62.01	06/01/20	\$62.01
Vendor 7	Total for: ALARM DETECTION SYSTEM	AS (Fiscal YTD Payn	nents: \$.00)		\$62.01
AZAVAR AU	DIT SOLUTIONS				
	Invoice: 150211	MAY 2020 CONTIGENCY PAYMENT 01-12-5290 MAY 2020 CONTIGEN	05/26/20 \$607.49	06/01/20	\$607.49
Vendor 7	Total for: AZAVAR AUDIT SOLUTIONS	(Fiscal YTD Payn	nents: \$.00)		\$607.49
CENTURY SI	PRINGS				
	Invoice: 2480114	EDPD WATER DELIVERY 01-21-5630 EDPD WATER DELIVE	05/22/20 \$37.00	06/01/20	\$37.00
Vendor 7	Total for: CENTURY SPRINGS	(Fiscal YTD Payn	nents: \$253.00)		\$37.00
COMCAST B	USINESS				
	Invoice: 0115314-5	MONTHLY SERVICE 01-21-5320 MONTHLY SERVICE	05/14/20 \$12.71	06/01/20	\$12.71
	Invoice: 0121825-5	MONTHLY SERVICE 01-21-5320 MONTHLY SERVICE	05/14/20 \$208.40	06/01/20	\$208.40
	Invoice: 963162654-5	MONTHLY SERVICE 01-21-5320 MONTHLY SERVICE	05/15/20 \$1,013.88	06/01/20	\$1,013.88
Vendor 7	Total for: COMCAST BUSINESS	(Fiscal YTD Payn	nents: \$1,274.60)		\$1,234.99
DAILY HERA	ALD				
	Invoice: 48253	PUBLIC HEARING NOTICE 85-01-2394 PUBLIC HEARING NO	05/16/20 \$315.10	06/01/20	\$315.10
Vendor 7	Total for: DAILY HERALD	(Fiscal YTD Payn	nents: \$105.80)		\$315.10
DW - SERVA	NT FUND (EAST DUNDEE), LLC				
	Invoice: 1- 1	MAY 2020 DUNDEE GATEWAY BDD 33-01-5876 MAY 2020 DUNDEE G	05/26/20 \$4,166.67	06/01/20	\$4,166.67
Vendor 7	Total for: DW - SERVANT FUND (EAST	DUNDEE), LLC (Fiscal YTD Payn	nents: \$4,166.67)		\$4,166.67
EAST DUND	EE FIRE				
	Invoice: 200901	PERMIT PLAN RVW 20-09-01 304 N RIVE	05/25/20	06/01/20	\$460.00

	For Meeting Dated 06-01-20 FY202	For Meeting Dated 06-01-20 FY2020-2021		
endor Invoice	Description	Inv. Date	Due Date	Amount
	01-01-1124 PERMIT PLAN RVW 2	\$460.00		
Vendor Total for: EAST DUNDEE FIRE	(Fiscal Y	ΓD Payments: \$.00)		\$460.00
FASTSIGNS				
Invoice: 97-56544	COVID 19 YARD SIGNS 01-39-6010 COVID 19 YARD SIG	05/21/20 \$2,000.00	06/01/20	\$2,000.00
Vendor Total for: FASTSIGNS	(Fiscal Y	ΓD Payments: \$.00)		\$2,000.00
FIRST RESPONSE				
Invoice: 48275	COVID 19 TOWELETTS/MASKS 01-39-6010 COVID 19 TOWELETT	05/23/20 \$2,360.00	06/01/20	\$2,360.00
Vendor Total for: FIRST RESPONSE	(Fiscal Y	TD Payments: \$360.00)		\$2,360.00
GRAINGER, INC.				
Invoice: 9530404616	COVID 19 GLOVES 01-39-6010 COVID 19 GLOVES	05/12/20 \$335.70	06/01/20	\$335.70
Vendor Total for: GRAINGER, INC.	(Fiscal Y	(Fiscal YTD Payments: \$.00)		\$335.70
HAWKINS, INC.				
Invoice: 4713626	WWTP CHEMICALS 60-33-5650.1 WWTP CHEMICALS	05/12/20 \$1,317.86	06/01/20	\$1,317.86
Invoice: 4714363	WWTP CHEMICALS 60-33-5650.1 WWTP CHEMICALS	05/07/20 \$241.01	06/01/20	\$241.01
Invoice: 4714419	WWTP CHEMICALS 60-33-5650.1 WWTP CHEMICALS	05/12/20 \$703.97	06/01/20	\$703.97
Vendor Total for: HAWKINS, INC.	(Fiscal Y	ΓD Payments: \$2,010.83)		\$2,262.84
ILLINOIS ATTORNEY GENERAL				
Invoice: 060120 - 1	SEX OFFENDER REG 01-01-1124 SEX OFFENDER REG	06/01/20 \$30.00	06/01/20	\$30.00
Vendor Total for: ILLINOIS ATTORNEY	GENERAL (Fiscal Y	ΓD Payments: \$.00)		\$30.00
ILLINOIS MUNICIPAL RETIREMENT FUNI				
Invoice: 053120	IMRF MAY 2020 01-12-5050 IMRF MAY 2020	05/31/20 \$2,735.72	06/01/20	\$13,955.82

	VILLAGE OF I	For Meeting Dated 06-01	-20 FY2020-2021	IIIG		List #239
endor	Invoice	Descri	iption	Inv. Date	Due Date	Amount
		01-14-5050 IMRF MAY 2020 01-21-5050 IMRF MAY 2020 01-25-5050 IMRF MAY 2020 01-31-5050 IMRF MAY 2020 60-33-5050 IMRF MAY 2020		\$1,181.56 \$478.92 \$1,223.21 \$2,894.78 \$5,441.63		
Vendor To	tal for: ILLINOIS MUNICIPAL RETI	REMENT FUND	(Fiscal YTD Paymen	nts: \$5,668.17)		\$13,955.82
ILLINOIS PUBI	LIC RISK FUND					
	Invoice: 59624	JULY 2020 W/C 01-12-5520 JULY 2020 W/C 60-33-5520 JULY 2020 W/C 01-14-5520 JULY 2020 W/C 01-25-5520 JULY 2020 W/C 01-21-5520 JULY 2020 W/C 01-31-5520 JULY 2020 W/C		05/08/20 \$1,536.59 \$1,111.95 \$1,152.14 \$768.24 \$6,277.54 \$1,167.54	06/01/20	\$12,014.00
Vendor To	Vendor Total for: ILLINOIS PUBLIC RISK FUND (Fisc		(Fiscal YTD Paymen	nts: \$.00)		\$12,014.00
ILLINOIS STAT	ΓE POLICE					
	Invoice: 060120 - 2	SEX OFFENDER REG 01-01-1124 SEX OFFENDER	REG	06/01/20 \$30.00	06/01/20	\$30.00
Vendor To	tal for: ILLINOIS STATE POLICE		(Fiscal YTD Paymen	nts: \$.00)		\$30.00
LAKE JULIAN	CONTRACTING INC					
	Invoice: 815	JET LINE CLEAN - BAF 01-31-5140 JET LINE CLEAN	RRINGTON AVE	05/15/20 \$1,750.00	06/01/20	\$1,750.00
Vendor To	tal for: LAKE JULIAN CONTRACTI	NG INC	(Fiscal YTD Paymen	nts: \$.00)		\$1,750.00
MECHANICAL	24, INC					
	Invoice: 995464	CABOOSE A/C REPAIR 01-31-5195 CABOOSE A/C R	EPAI	05/19/20 \$342.72	06/01/20	\$342.72
Vendor To	tal for: MECHANICAL 24, INC		(Fiscal YTD Paymen	nts: \$.00)		\$342.72
MIDWEST SAL	LT .					
	Invoice: P451757	WATER SOFT SALT 60-33-5650 WATER SOFT SA	LT	05/14/20 \$2,789.90	06/01/20	\$2,789.90
Vendor To	tal for: MIDWEST SALT		(Fiscal YTD Paymen	nts: \$.00)		\$2,789.90

For Meeting Dated 06-01-20 FY2020-2021					List #239
Vendor	Invoice	Description	Inv. Date	Due Date	Amount
NICOR GAS					
	Invoice: 052720	Monthly Services 01-35-5510 MONTHLY SERVICE	05/27/20 \$196.97	06/01/20	\$196.97
Vendor	Total for: NICOR GAS	(Fiscal YTD Payme	nts: \$1,841.99)		\$196.97
OFFICE OF	ΓΗΕ ILLIOIS STATE TREASURER	2			
	Invoice: 060120	SEX OFFENDER REG 01-01-1124 SEX OFFENDER REG	06/01/20 \$5.00	06/01/20	\$5.00
Vendor	Total for: OFFICE OF THE ILLIOIS	S STATE TREASURER (Fiscal YTD Payme	nts: \$.00)		\$5.00
RYAN HERO	CO FLOW SOLUTIONS				
	Invoice: 9478134	FLOW METER SCREEN REPLACEMENT 60-33-5130 FLOW METER SCREEN	05/13/20 \$415.60	06/01/20	\$415.60
Vendor	Total for: RYAN HERCO FLOW Se	OLUTIONS (Fiscal YTD Payme	nts: \$2,723.35)		\$415.60
SIMPLIFILE	, LC				
	Invoice: 15001723242	LEIN FILING - 517 OAK 01-12-5230 LEIN FILING - 517 01-12-5230 LEIN FILING - 517	05/08/20 \$52.00 \$3.00	06/01/20	\$55.00
Vendor	Total for: SIMPLIFILE, LC	(Fiscal YTD Payme	nts: \$.00)		\$55.00
THOMPSON	ELEVATOR SERVICE				
	Invoice: 20-1210	ELEVATOR INSP 01-01-1124 ELEVATOR INSP - 5 01-35-5130 ELEVATOR INSP 611 01-01-1124 ELEVATOR INSP 105 01-01-1124 ELEVATOR INSP 220	05/08/20 \$50.00 \$93.00 \$50.00 \$50.00	06/01/20	\$243.00
Vendor	Total for: THOMPSON ELEVATO	R SERVICE (Fiscal YTD Payme	nts: \$.00)		\$243.00
UGSI CHEM	ICAL FEED				
	Invoice: 0012737	PARTS - POLYMER FEED SYSTEM 60-33-5130.1 PARTS - POLYMER F	05/11/20 \$491.97	06/01/20	\$491.97
Vendor	Total for: UGSI CHEMICAL FEED	(Fiscal YTD Payme	nts: \$.00)		\$491.97
USA BLUEB	OOK				
	Invoice: 244190	COVID 19 GLOVES	05/21/20	06/01/20	\$98.87

List #239

Vendor	Invoice	Description	Inv. Date	Due Date	Amount
		01-39-6010 COVID 19 GLOVES	\$98.87		
\overline{V}	/endor Total for: USA BLUEBOOK	(Fiscal YTD Payments	: \$753.01)		\$98.87

FY2020-2021	List #239 Amount
GENERAL FUND	\$29,264.99
DUNDEE GATEWAY BDD	\$4,166.67
WATER OPERATING FUND	\$12,513.89
ESCROW/DEPOSIT FUND	\$315.10
Grand Total:	\$46,260.65
Total Vendors:	25
TOTAL FOR REGULAR CHECKS:	35080.10
TOTAL FOR DIRECT PAY VENDORS:	11180.55

		For Meeting Dated 06-01-20 FY2019-2020			List #240
endor	Invoice	Description	Inv. Date	Due Date	Amount
AT&T					
	Invoice: 847836947605	MONTHLY SERVICE 61-34-5320 MONTHLY SERVICE	05/13/20 \$190.17	06/01/20	\$190.17
Vendo	or Total for: AT&T	(Fiscal YTD Payn	nents: \$249.54)		\$190.17
BEVERLY	MATERIALS INC.				
	Invoice: 232633	ROAD SHOULDER REPAIR 01-36-5140 ROAD SHOULDER REP	08/18/18 \$150.08	06/01/20	\$150.08
	Invoice: 236822	STONE FOR CULVERT REPAIR 01-36-5140 STONE FOR CULVERT	12/08/18 \$713.34	06/01/20	\$713.34
	Invoice: 248173	DISPOSAL ASPHALT 60-33-5140 DISPOSAL ASPHALT	03/21/20 \$50.00	06/01/20	\$50.00
	Invoice: 249174	DISPOSAL ASPHALT 60-33-5140 DISPOSAL ASPHALT	03/21/20 \$197.80	06/01/20	\$197.80
Vendo	or Total for: BEVERLY MATERIALS INC.	(Fiscal YTD Payn	nents: \$.00)		\$1,111.22
COMED					
	Invoice: 051220	MONTHLY SERVICE 01-31-5510 MONTHLY SERVICE 28-01-5510 MONTHLY SERVICE	05/12/20 \$67.30 \$108.79	06/01/20	\$176.09
Vendo	or Total for: COMED	(Fiscal YTD Payn	nents: \$1,260.12)		\$176.09
H&H ELEC	CTRIC CO.				
	Invoice: 34820	STREET LIGHT POLE REPLACEMENT 01-31-5150 STREET LIGHT POLE	04/30/20 \$4,214.30	06/01/20	\$4,214.30
Vendo	or Total for: H&H ELECTRIC CO.	(Fiscal YTD Payn	nents: \$19,086.80)		\$4,214.30
KLEIN, TH	ORPE AND JENKINS, LTD				
	Invoice: 210073-210077	APRIL 2020 SERVICES 01-12-5230 PROF SERF 38-01-5230 TIFF #2 01-31-5230 PW STREETS 01-21-5230 POLICE 01-39-6010 COVID 19	05/11/20 \$1,371.00 \$5,259.50 \$309.20 \$768.00 \$528.00	06/01/20	\$8,235.70
Vendo	or Total for: KLEIN, THORPE AND JENKI	NS, LTD (Fiscal YTD Payn	nents: \$28,085.43)		\$8,235.70
NORTHWI	ESTERN MEDECINE OCCUPATIONAL H	EALT			
	Invoice: 406444	RANDOM DRUG	03/20/20	06/01/20	\$35.00

	т.	For Meeting Dated 06-01-20 FY2019-2020		D D (List #240
endor	Invoice	Description	Inv. Date	Due Date	Amount
		01-31-5240 RANDOM DRUG POOL	\$35.00		
Vendor Total	for: NORTHWESTERN MEDE	CINE OCCUPATIONAL HEAL(IFiscal YTD Pages)	yments: \$.00)		\$35.00
SIGNALSCAPE IN	NC				
In	voice: 008659	Maintenance Equipment - Interview R 01-21-5130 Maintenance Equip	04/09/20 \$2,195.70	06/01/20	\$2,195.70
Vendor Total	for: SIGNALSCAPE INC	(Fiscal YTD Pa	yments: \$.00)		\$2,195.70
US BANK/VOYAG	GER FLEET SYSTEMS, INC.				
In	voice: 030820 1	GAS PW FEB 2020 01-31-5620 GAS PW FEB 2020 60-33-5620 GAS PW FEB 2020	03/08/20 \$13.25 \$13.25	06/01/20	\$39.76
In	voice: 030820 3	61-34-5620 GAS PW FEB 2020 GAS PW FEB 2020 60-33-5620 GAS PW FEB 2020 60-33-5620 GAS PW FEB 2020	\$13.26 03/08/20 \$65.00 \$72.00	06/01/20	\$274.00
Inv	voice: 030820 4	61-34-5620 GAS PW FEB 2020 61-34-5620 GAS PW FEB 2020 GAS PW FEB 2020	\$68.00 \$69.00 03/08/20	06/01/20	\$342.89
	voice: 030820 6	01-31-5620 GAS PW FEB 2020 GAS PW FEB 2020	\$342.89 03/08/20	06/01/20	\$174.45
	voice: 030820 8	61-34-5620 GAS PW FEB 2020 GAS PW FEB 2020	\$174.45 03/08/20	06/01/20	\$188.69
		01-31-5620 GAS PW FEB 2020	\$188.69		
	voice: 03082020 6	GAS PW FEB 2020 60-33-5620 GAS PW FEB 2020	03/08/20 \$51.75	06/01/20	\$51.75
	voice: 03082020 7	GAS PW FEB 2020 01-31-5620 GAS PW FEB 2020	03/08/20 \$403.16	06/01/20	\$403.16
In	voice: 0408020	GAS - POLICE MAR 2020 01-21-5620 GAS - POLICE MAR	04/08/20 \$1,748.06	06/01/20	\$1,748.06
In	voice: 040820	MONTHLY PW FUEL 01-31-5620 MONTHLY PW FUEL 60-33-5620 MONTHLY PW FUEL	04/08/20 \$5.69 \$5.69	06/01/20	\$17.07
In	voice: 040820 1	61-34-5620 MONTHLY PW FUEL MONTHLY PW FUEL 60-33-5620 MONTHLY PW FUEL	\$5.69 03/20/20 \$45.00	06/01/20	\$45.00
In	voice: 040820 3	MONTHLY PW FUEL 01-31-5620 MONTHLY PW FUEL 01-31-5620 MONTHLY PW FUEL 01-31-5620 MONTHLY PW FUEL 01-31-5620 MONTHLY PW FUEL	03/16/20 \$40.50 \$21.06 \$63.29 \$15.75	06/01/20	\$140.60

	τ •	For Meeting Dated 06-01-20 FY2019-2020			
endor	Invoice	Description	Inv. Date	Due Date	Amount
(US BANK	C/VOYAGER FLEET SYSTEMS, INC. C	Cont'd)			
	Invoice: 040820 4	MONTHLY PW FUEL 01-31-5620 MONTHLY PW FUEL	03/10/20 \$197.88	06/01/20	\$197.88
	Invoice: 040820 5	MONTHLY PW FUEL 60-33-5620 MONTHLY PW FUEL	03/11/20 \$147.78	06/01/20	\$147.78
	Invoice: 040820 6	MONTHLY PW FUEL 61-34-5620 MONTHLY PW FUEL	03/13/20 \$61.56	06/01/20	\$61.56
	Invoice: 040820 7	MONTHLY PW FUEL 01-31-5620 MONTHLY PW FUEL	04/30/20 \$44.94	06/01/20	\$44.94
	Invoice: 043020	GAS - DAVE HERNANDEZ MAR 2020 01-31-5620 GAS - DAVE HERNAN	04/30/20 \$44.94	06/01/20	\$44.94
	Invoice: 050220	GAS PW APRIL 2020 60-33-5620 GAS PW APRIL 2020 01-31-5620 GAS PW APRIL 2020	04/15/20 \$9.63 \$9.63	06/01/20	\$28.90
	Invoice: 050820	61-34-5620 GAS PW APRIL 2020 GAS PW APRIL 2020 60-33-5620 GAS PW APRIL 2020 61-34-5620 GAS PW APRIL 2020	\$9.64 04/14/20 \$33.50 \$55.40	06/01/20	\$88.90
	Invoice: 050820 2	GAS PW APRIL 2020 01-31-5620 GAS PW APRIL 2020	04/16/20 \$190.15	06/01/20	\$190.15
	Invoice: 050820 3	GAS PW APRIL 2020 60-33-5620 GAS PW APRIL 2020	05/08/20 \$180.30	06/01/20	\$180.30
	Invoice: 050820 4	GAS PW APRIL 2020 61-34-5620 GAS PW APRIL 2020	05/14/20 \$156.71	06/01/20	\$156.71
	Invoice: 050820 5	GAS PW APRIL 2020 01-31-5620 GAS PW APRIL 2020	05/08/20 \$178.22	06/01/20	\$178.22
Vend	or Total for: US BANK/VOYAGER FLE	ET SYSTEMS, INC. (Fiscal YTD Payme	ents: \$.00)		\$4,745.71
VERIZON	WIRELESS				
	Invoice: 9854269230	MONTHLY SERVICE 01-12-5320 MONTHLY CELL SERV 01-14-5320 MONTHLY CELL SERV 01-21-5320 MONTHLY CELL SERV 01-25-5320 MONTHLY CELL SERV 01-31-5320 MONTHLY CELL SERV 60-33-5320 MONTHLY CELL SERV 61-34-5320 MONTHLY CELL SERV	05/10/20 \$295.94 \$189.03 \$127.97 \$235.56 \$383.75 \$113.19 \$156.07	06/01/20	\$1,501.51
Vend	or Total for: VERIZON WIRELESS	(Fiscal YTD Payme	ents: \$846.94)		\$1,501.51
WAGEWO	ORKS, INC				

List #240

Vendor	Invoice	Description	Inv. Date	Due Date	Amount
		01-39-6010 APRIL 2020 ADMIN	\$152.00		
Vendor Total for: WAGEWORKS, INC		(Fiscal YTD Payments: \$.00)		\$152.00	

Y2019-2020	List #240 Amount	
GENERAL FUND	\$15,244.27	
MOTOR FUEL TAX FUND	\$108.79	
DUNDEE CROSSINGS TIF FUND	\$5,259.50	
WATER OPERATING FUND	\$984.89	
SEWER OPERATING FUND	\$959.95	
Grand Total:	\$22,557.40	
Total Vendors:	10	
TOTAL FOR REGULAR CHECKS:	6800.48	
TOTAL FOR DIRECT PAY VENDORS:	15756.92	