

**ORDINANCE NO. 12-31**

***An Ordinance Authorizing the Execution of an Annexation  
Agreement Between the Village of East Dundee  
and the Max McGraw Wildlife Foundation***

WHEREAS, the Max McGraw Wildlife Foundation (the "Owner"), is the sole owner of record of property located on Illinois Route 25, Dundee, Kane County, Illinois, and legally described as follows (the "Property"):

That part of the southwest quarter of Section 25 and of the southeast quarter of Section 26, all in Township 42 north, Range 8 east of the Third Principal Meridian, described as follows: commencing at the southwest corner of the southwest quarter of said Section 25; thence north along the west line of said southwest quarter, for a distance of 9.7 feet; thence westerly along a line forming an angle of 80 degrees 51 minutes 0 seconds to the northwest with said west line of Section 25, for a distance of 124.15 feet to the center line of State Route 25; thence northerly along said center line, for a distance of 169 feet for the place of beginning; thence easterly along a line forming an angle of 89 degrees 58 minutes 0 seconds to the southeast with said center line of State Route 25, for a distance of 750 feet to the northerly extension of the westerly right of way line of Castle Avenue in Fox River Bluffs, Unit No. 3, being a subdivision of part of Sections 35 and 36, township and range aforesaid; thence northerly along the northerly extension of said westerly right of way line of Castle Avenue, for a distance of 26.6 feet to a point on a line that is drawn parallel with and 539.5 feet northerly of, as measured at right angles, the northerly line of said Fox River Bluffs, Unit No. 3, thence easterly parallel with the northerly line of said Fox River Bluffs, Unit No. 3, for a distance of 17 feet to a point on a line that is parallel with and 13 feet westerly of, as measured at right angles, the northerly extension of the centerline of said Castle Avenue; thence northerly parallel with centerline of said Castle Avenue, for a distance of 250.0 feet; thence easterly parallel with the northerly line of said Fox River Bluffs, Unit No. 3, for a distance of 23.0 feet to a point on a line that is parallel with and 10 feet easterly of, as measured at right angles, the northerly extension of the centerline of said Castle Avenue; thence northerly parallel with said centerline of said Castle Avenue, for a distance of 148.0 feet to a point on a line that is parallel with and 937.5 feet northerly of, as measured at right angles, the northerly line of said Fox River Bluffs, Unit No. 3; thence westerly parallel with the northerly line of said Fox River Bluffs, Unit No. 3, for a distance of 190.0 feet; thence northerly to the southeast corner of Lot 1 in 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; thence westerly along the southerly line of Lot 1 in said Gateway Subdivision, for a distance 571.32 feet to the southwest corner of Lot 1 in said Gateway Subdivision; thence continuing along the westerly extension of said southerly line of Lot 1, to a point of intersection with the center line of State Route 25; thence southerly along said center line of State

Route 25, to the place of beginning, in the township of Dundee, Kane County, Illinois; and

Also the westerly half right of way of State Route 25 which is adjacent to the above described property.

WHEREAS, the Property is not located within the corporate boundaries of any municipality, has not been annexed to any municipality, is contiguous to the corporate boundaries of the Village of East Dundee (the "Village") and may be annexed to the Village; and

WHEREAS, the Village desires to enter into that certain Annexation Agreement attached hereto and incorporated herein as Exhibit "A" (the "Agreement") on the conditions and terms described below; and

WHEREAS, the Owner and the Village are ready, willing and able to enter into the Agreement and perform the obligations as required therein on the conditions and terms described below; and

WHEREAS, pursuant to 65 ILCS 5/11-15.1-1, *et seq.*, a public hearing has been held before the President and Board of Trustees pursuant to lawful notice and the Owner and the Village have otherwise complied fully with all laws and ordinances applicable to the Agreement.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of East Dundee as follows:

SECTION 1: The Village hereby adopts this Ordinance pursuant to its home rule powers. Upon receipt from the Owner of at least one originally executed, notarized and recordable copy of the Agreement, including but not limited to an originally executed, notarized and recordable copy of the public utility easement agreement attached thereto as an exhibit, the Village President is hereby authorized and directed to immediately execute, and the Village Clerk is hereby authorized and directed to attest, such copy of the Agreement.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

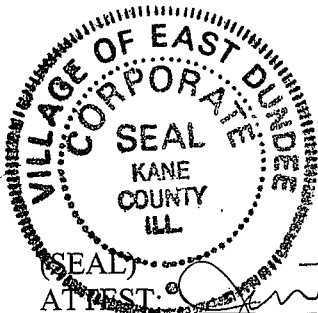
SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed, to the extent of such conflict.

SECTION 4: Pursuant to the Village's home rule powers, this Ordinance shall be in full force and effect as of July 1, 2012 at 12:00 a.m. due to the urgency of increasing the Village's revenues and enhancing its tax base, and publication of this Ordinance is hereby authorized as provided by law.

Ayes: 6 - Justices Ruffalo, Gorman, ~~Lynam~~, Miller, VanOstenbudge, Skillicorn & Pres. Bartels  
Nays: 1 - Justice Lynam

Absent: 0

Abstain: 0



APPROVED:

Jerald Bartels  
Village President Jerald Bartels

Jennifer Rehberg  
Village Clerk Jennifer Rehberg

Passed: 6/30/12

Approved: 6/30/12

Published: 7/7/12

Prepared by/Mail to:  
Michael J. Smoron  
Zukowski Rogers Flood & McArdle  
50 North Virginia Street  
Crystal Lake, IL 60014  
815.459.2050  
Z:\E\East Dundee\Max McGraw\Ordinance.AA.doc

## CERTIFICATION

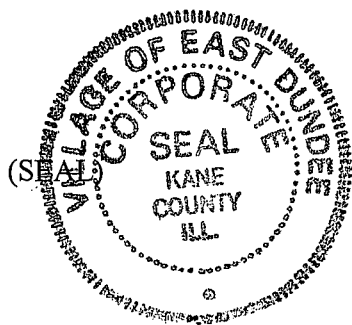
I, JENNIFER REHBERG, do hereby certify that I am the duly appointed, acting and qualified Clerk of the Village of East Dundee, Kane County, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the President and Board of Trustees of said Village.

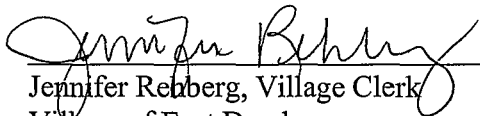
I do hereby further certify that at a regular meeting of the President and Board of Trustees of the Village of East Dundee, held on the 30<sup>th</sup> day of June, 2012, the foregoing Ordinance entitled *An Ordinance Authorizing the Execution of an Annexation Agreement Between the Village of East Dundee and the Max McGraw Wildlife Foundation*, was duly passed by the President and Board of Trustees of the Village of East Dundee.

The pamphlet form of Ordinance No 12-31, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the East Dundee Village Hall, 120 Barrington Avenue, East Dundee, IL, commencing on the 7<sup>th</sup> day of July, 2012, and continuing for at least 10 days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Village Clerk.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said Village for safekeeping, and that I am the lawful custodian and keeper of the same.

IN WITNESS WHEREOF, I have affixed my name as Clerk and caused the seal of said Village to be affixed hereto this 7<sup>th</sup> day of July, 2012.



  
Jennifer Rehberg, Village Clerk  
Village of East Dundee,  
Kane County, Illinois

**ANNEXATION AGREEMENT**  
**by and between**  
**the VILLAGE OF EAST DUNDEE**  
**and**  
**MAX MCGRAW WILDLIFE FOUNDATION**

This Annexation Agreement (the "Agreement") is made and entered into this 21st day of May, 2012, by and between the Village of East Dundee, an Illinois municipal home rule corporation located in Kane and Cook counties (the "Village"), by and through its President and Board of Trustees (together, the "Corporate Authorities") and Max McGraw Wildlife Foundation, an Illinois not-for-profit corporation in good standing with the Illinois Secretary of States office (the "Owner"). The Village and the Owner are together referred to herein as the "Parties" and individually as a "Party".

**RECITALS:**

WHEREAS, the Owner represents and warrants to the Village that i) the Owner is the sole owner of record of a certain tract of real property comprising approximately 22.37 acres, more or less, as legally and commonly described and identified in Exhibit A attached hereto (the "Annexation Property"), which is situated in an unincorporated area of Kane County and assigned the property identification number of 03-25-300-013, and ii) there is two electors or registered voters residing on the Annexation Property, William Schroeder and Karen Schroeder; and

WHEREAS, pursuant to the provisions of 65 ILCS 5/11-15.1-1 *et seq.*, as well as the Village's home rule powers, a proposed annexation agreement in substance and in form substantially the same as this Agreement, was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice published by the Village in the *Daily Herald*; and

WHEREAS, pursuant to due notice and publication in the manner provided by law, the Village Planning and Zoning Commission held a public hearing and made its recommendation and/or findings of fact, as the case may be, with respect to the requested zoning classification of B-3, General Service Business District, pursuant to Chapter 157 of Title XV, Land Usage, of the Code of Ordinances of the Village of East Dundee (the "East Dundee Zoning Chapter"); and

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded that the annexation of the Annexation Property to the Village and its zoning and development on the terms and conditions herein set forth would further enable the Village to control the development of the Annexation Property and would be in the best interests of the Village; and

WHEREAS, by a favorable vote of at least two-thirds of the Corporate Authorities then holding office, an ordinance in accordance with the requirements of 65 ILCS 5/11-15.1-1 *et seq.* as well as the Village's home rule powers, heretofore has been passed approving and directing the execution of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements herein set forth and for good and valuable consideration, the Parties agree as follows:

1. **Recitals.** The recitals set forth above are hereby made a part of this Agreement and incorporated herein.
2. **Annexation and Zoning.** Upon adoption of this Agreement by the Village, the Village shall, by ordinance, annex the Annexation Property to the Village and shall, by ordinance, zone the Annexation Property B-3, General Service Business District. A copy of such ordinances, this Agreement and a plat of annexation shall be filed with the Kane County Clerk and recorded in the office of the Kane County Recorder of Deeds. The existing buildings on the Property will be considered lawful, permitted structures. The Owner shall not be charged a fee for the zoning application or public hearing process (including, without limitation, filing fees, publication fees, court reporter's fees, etc).
3. **Sewer and Water Service.** The Owner shall be entitled to continue its use of the private well and septic systems (the "Private Systems") on the Annexation Property, even after such time that the Property is annexed to the Village and could otherwise be connected to the Village's potable water and/or sanitary sewer system (the "Village Water/Sewer System"). The Owner may repair or replace the Private Systems. At such time as the Owner elects to connect to the Village Water/Sewer System any current or future structures located on the Annexation Property, the Village shall grant the Owner such a tap-on for sanitary sewer and potable water at no cost to the Owner, and with no requirement or obligation for any tap-on, impact, recapture capital connection, reimbursement or similar fees or charges to the Village or to any third party for the sanitary sewer or potable water mains extending across the Property.

After the Owner has elected to tap any such structures onto the Village Water/Sewer Systems, the Owner may continue to use its Private Systems for any other structures and/or for irrigation purposes, subject to compliance with the rules and regulations of the Kane County Health Department, provided, however, that there shall be no cross-connection between the Private Systems and the Village Water/Sewer System.

4. **Utility Easement.** The Owner shall convey, upon the execution of this Agreement, at no cost to the Village, a 50-foot wide municipal utility easement to the Village, executed and notarized by the Owner, as set forth in **Exhibit B** attached hereto (the "Utility Easement"). No equipment or materials shall be staged on the Property or driven on the Owner's existing asphalt surfaces. If the Village damages or brings about the death of any tree on the Property through the exercise of the Utility Easement, the Village shall bear the cost of repair/tree removal.
5. **Professionals' Fees.** The Village waives reimbursement for the Village's professional fees, including without limitation its attorneys' fees, planning consultants, engineering consultant's costs and any other professional costs incurred by the Village in connection with the preparation and execution of this Agreement and the preparation, approval and recording of the three ordinances and the plat of annexation referred to in Paragraph entitled *Annexation and Zoning*.
6. **Subdivision Improvements.** No development or redevelopment of the Annexation Property is contemplated at this time. At such time as any portion of the Annexation

Property is developed or redeveloped, except as provided in Paragraph 3, entitled *Sewer and Water Service*, the Owner, at its sole cost, shall be responsible for the construction and installation of any and all public improvements and utilities that may be necessary in connection with the development or redevelopment of the Annexation Property.

7. **Detention and Stormwater Management.** The Owner, as a condition precedent to the installation and construction of any new impervious surfaces in or upon the Annexation Property, shall apply Best Management Practices ("BMP") in the construction of storm sewers and retention/detention facilities and grant to the Village such easements as may be reasonably requested. All detention and stormwater management for the Annexation Property must comply with engineering standards generally consistent with the Village Code, and must be sufficient, in the opinion of the Village Engineer, for such intended management purposes. Upon installation by the Owner and acceptance by the Village, the Village shall operate and maintain such portion of the storm sewer system that serves any public streets. All other detention, retention and stormwater facilities shall be maintained by the Owner, and may be subject to the reciprocal easement agreements and restrictions that may be enforced by the Village in its sole discretion and which shall contain an attorney's fees provision in favor of the Village.

If the Owner establishes to the Village's satisfaction that the Owner's use of BMPs result in less area needed for detention and retention than the Village ordinances require, the Village will reduce the amount of land needed for detention and retention provided that the Owner can demonstrate that no adverse impacts will be created on neighboring properties, wetlands or bodies of water.

The Owner may provide detention and/or retention on adjoining unincorporated land owned by the Owner. In that event, if the Foundation conveys the Annexation Property or any portion thereof to a third party, such conveyance shall include an easement or easements encompassing the detention or retention facilities that are located on unincorporated land and serve the property being conveyed.

The Parties agree that in addition, as a condition precedent to such installation of storm sewers and retention/detention facilities anywhere on the Annexation Property, the Owner shall obtain all necessary approvals from the U.S. Army Corps of Engineers and any other approvals required by other governmental agencies having jurisdiction at the time of such installation and shall provide written evidence of such approvals to the Village. Any Village approval contemplated by this paragraph shall be subject to Village final engineering approval and conclusion that the Owner has designed the Annexation Property in a manner consistent with BMPs to provide for the preservation of the natural characteristics of the Annexation Property so as to represent the BMPs for the protection and management of existing natural resources and groundwater recharge areas located on the Annexation Property. Provided that there are no legitimate safety concerns, the Owner may use detention basins for dry land activities that are not inconsistent with their function as detention basins.

The Owner agrees that one or more special service area ordinances may be passed by the Village to insure that such infrastructure is properly maintained and functioning.

8. **Subsurface Utilities.** All new utilities to be installed by the Owner in conjunction with the development of the Annexation Property, on site, including storm and sanitary sewers, water mains, electric, gas, telephone and cable television, shall be installed underground. The Village will not require the Owner to relocate any pre-existing utilities on the Annexation Property underground.
9. **Non-conforming Uses and Structures.** In the event that the Annexation Property is annexed to the Village, any improvements located thereon which are in existence as of the date of this Agreement shall be deemed legal, non-conforming structures as such term is used in defining non-conforming structures in Section 157.109 of the East Dundee Zoning Chapter regardless of any non-conformity with the then applicable zoning ordinances of the Village when they were initially constructed. Further, the "uses" in existence as of the date of this Agreement upon the Annexation Property shall be deemed "legal uses" as such term may be used in defining non-conforming uses under the current East Dundee Zoning Chapter regardless of their conformity with the then applicable East Dundee Zoning Chapter. The current use of the Annexation Property is for hunting, fishing, camping, clay-target shooting and other forms of firearms discharge, agriculture, raising of game birds, wildlife and fisheries research and living quarters (the "Foundation Land Uses". This paragraph shall not, however, be construed to permit uses on the Annexation Property not now in existence from becoming legal uses upon the annexation of the Annexation Property and any such uses shall conform to the zoning set forth in this Agreement. Notwithstanding anything to the contrary herein, after annexation of the Annexation Property by the Village, the discharge of firearms on the Annexation Property shall be subject to the Village Code.

The Owner shall be permitted to construct a guard rail, constructed to Illinois Department of Transportation specifications, adjacent to the western border of the Annexation Property, notwithstanding Chapter 151.006, Fences, of Title XV, Land Usage, of the Code of Ordinances of the Village of East Dundee.

10. **Building Codes.** Subsequent to the annexation of the Annexation Property, Existing Structures conforming to the Kane County Building Codes as to any improvements made thereon shall not be required to be made to conform to Chapter 151, Building Regulations; Construction, of Title XV, Land Usage, of the Code of Ordinances of the Village of East Dundee, until such time as a building permit is issued for the expansion or substantial alteration of any such Existing Structure. Upon issuance of such building permit, such Existing Structures shall be brought into compliance, at the Owner's sole cost, with said Chapter 151 within 180 days of the issuance of the building permit.
11. **Liquor License.** Provided that the Owner satisfies the criteria for a liquor license pursuant to Chapter 116, Alcoholic Beverages, of the Code of Ordinances of the Village of East Dundee, and the Illinois Liquor Control Act, the Owner may apply for one or more liquor licenses on the Annexation Property, provided however, that the Owner shall be subject to all applicable rules, regulations and procedures of said Chapter 116.



12. **Business Registration.** All retailers and vendors on the Annexation Property agree to annually obtain a business registration pursuant to Chapter 110, General Licensing Provisions, of the Code of Ordinances of the Village of East Dundee.
13. **Traffic Improvements.** The Owner agrees to construct or pay for its proportionate share of improvements to existing roadways adjacent to the Annexation Property, or for the installation of traffic control devices if such meet the warrant requirements of the Illinois Department of Transportation or if requested by the Owner. The Owner shall also dedicate at no cost to the Village such easements and rights of way within and upon the Annexation Property as may be necessary for the construction and maintenance of the expanded roadways and traffic control devices.
14. **Plan Review and Building Permit Fees.** Village plan review, building permit and other fees may be increased from time to time so long as said fees are applied consistently to all other developments in the Village to the extent possible. Except as provided in Paragraph 2, entitled *Sewer and Water Service*, the Village reserves the right to collect from the Owner, and its successors in interest, if any, all expenses incurred by the Village's use of consultants, including the Village Engineer, Village Attorney and other professionals, in the review and inspection of any plans submitted for the development or redevelopment of the Annexation Property.
15. **Fees.** No annexation fees, permits or other fees shall be imposed upon the Owner as a charge or levy upon the annexation of the Annexation Property to the Village. This provision does not, however, apply to service charges for use of the municipal sanitary sewerage system or waterworks system.
16. **Village Ordinances.** All current Village ordinances and codes of general applicability throughout the Village shall apply to the Annexation Property and to the development of the Annexation Property as contemplated by this Agreement throughout the term of this Agreement, and amendments to such ordinances and codes shall not be applicable to the Annexation Property, unless in the Village's determination an inappropriate life, health or safety issue would be created by such exception.
17. **No New Recapture Fees.** The Village agrees that it shall not subject any part of the Annexation Property to new recapture fees (or fees in the form of recapture fees) for the entire term of this Agreement. To the Village's knowledge there are no unrecorded recapture agreements imposed by the Village governing the Annexation Property.
18. **Eminent Domain.** The Village shall not use its powers of eminent domain to take any portion of the Annexation Property under any circumstances whatsoever.
19. **Compliance with Applicable Ordinances.** Except as otherwise provided herein, upon annexation of the Annexation Property, the Owner agrees to comply with all Village ordinances as amended from time to time in the development of the Annexation Property, provided that all new ordinances, amendments, rules and regulations relating to zoning, building and subdivision of land adopted after the date of this Agreement shall be equally applicable to all property similarly zoned and situated.

If during the term of this Agreement, any existing, amended, modified or new ordinances, codes or regulations of general applicability throughout the community to a land developer or subdivider affecting the installation of land improvements (streets, underground utilities, sidewalks, curbs and gutters) upon the Annexation Property are amended or modified in any manner to impose additional requirements on the installation of land improvements within the Village, the burden of such additional requirements shall not apply to the Property. This section shall not apply to any changes in fees imposed by the Village. The Village agrees that there shall be no unreasonable or discriminatory changes in the method of calculation of fees applicable to the Property.

If, during the term of this Agreement, any existing, amended, modified or new ordinances, codes or regulations affecting the zoning, subdivision, development, construction of improvements, buildings or appurtenances or other regulatory ordinances regarding the public health, safety and welfare are amended or modified in any manner to impose less restrictive requirements on the development of, or construction upon, properties within the Village, then the benefit of such less restrictive requirements shall inure to the benefit of Owner, and anything to the contrary contained herein notwithstanding, Owner may elect to proceed with respect to the development of, or construction upon, the Annexation Property upon the less restrictive amendment or modification applicable generally to all properties within Village.

20. **Time is of the Essence.** The Parties shall make every reasonable effort to expedite the completion of all matters contemplated herein. It is further understood and agreed that the successful consummation of this Agreement and the development of the Annexation Property is in the best interest of the Parties and requires their continued cooperation. The Owner does hereby evidence its intention to fully comply with all Village requirements, its willingness to discuss any matters of mutual interest that arise, and its willingness to assist the Village to the fullest extent possible. The Village does hereby evidence its intent to cooperate in the resolution of mutual problems and its willingness to facilitate the development of the Annexation Property, as contemplated by the provisions of this Agreement.
21. **Enforceability of the Agreement.** This Agreement shall be enforceable in the 16th Judicial Circuit Court of Kane County, Illinois by any of the Parties or by an appropriate action at law or in equity to secure the performance of the covenants herein described. If any provision of this Agreement is held to be invalid, such provision shall be deemed to be excised and the invalidity thereof will not affect any of the provisions contained herein. In the event it is determined by any court of competent jurisdiction that any of the covenants of this Agreement cannot legally be performed by the Village, then no further liability for the performance of such covenants or agreements shall attach to the Village or Owner, or any of their officers, agents or employees.

Notwithstanding such judicial determinations, the Village agrees to make every reasonable effort within its lawful authority to carry out the intention of the Parties as hereinabove agreed. The Village shall, after such judicial determination, make every reasonable effort to substitute a mechanism to accomplish the intent of this Agreement within its powers.

22. **Venue.** Any proceeding pursuant to or in connection with this Agreement or amendment thereto shall be brought in the 16th Judicial Circuit, Kane County, Illinois, and the Village and the Owner hereby consent to jurisdiction and venue in that Court. This Agreement has been negotiated, executed and delivered at and shall be deemed to have been made in the Village of East Dundee, Kane County, Illinois. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, regardless of any present or future domicile or principal place of business of the Owner. The Owner and the Village hereby consent and agree that the Circuit Court of Kane County, Illinois, or at the Village's option, and in the Village's sole discretion, the United States District Court for the Northern District of Illinois, Eastern Division, shall have exclusive jurisdiction to hear and determine any claims or disputes between the Village and the Owner pertaining to this Agreement or to any matter arising out of or related to this Agreement. The Owner and the Village expressly submit and consent in advance to such jurisdiction in any action or suit commenced in such court and the Owner and the Village hereby waive any objection which each of the Owner and the Village may have based upon lack of personal jurisdiction, improper venue or *forum non conveniens*.
23. **Binding Effect and Term.** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, grantees, purchasers, lessees and assigns, for a period of 20 years from date this Agreement is approved by the Corporate Authorities.
24. **Corporate Capacities.** The Parties acknowledge and agree that the individuals that are members of the Corporate Authorities are entering into this Agreement in their official capacities as members of the Corporate Authorities and shall have no personal liability in their individual capacities.
25. **Notices.** Any notices required pursuant to the provisions of this Agreement shall be made in writing and be sent by certified mail, return receipt requested, to the following addresses until notice of change of address is given and shall be deemed received on the fifth business day following deposit in the United States Postal Service:
- If to the Owner: Max McGraw Wildlife Foundation  
Attention: President  
Post Office Box 9  
Dundee, IL 60118
- If to the Village: Village Administrator  
EAST DUNDEE VILLAGE HALL  
120 Barrington Avenue  
East Dundee IL 60118
26. **Indulgences Not Waivers.** Either Party's failure, at any time or times hereafter, to require strict performance by the other Party of any provision of this Agreement, shall not waive, affect or diminish any right of that first Party thereafter to demand strict compliance and performance therewith.

27. **Covenants Running with the Land.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, the successors in title of the Owner, and his successors, grantees, lessees, and assigns, and upon successor corporate authorities of the Village and successor municipalities. Each Owner of the Annexation Property or any portion thereof, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, shall be deemed by such action to covenant and agree to be bound by each and every agreement, covenant, condition and restriction recited herein, as the same may be amended from time to time.
28. **Entire Agreement.** This Agreement (with the exhibits attached hereto) sets forth all agreements, understandings and covenants between and among the Parties in connection with this transaction and there are no oral or parole agreements, representations or inducements existing between the Parties relating to this transaction which are not expressly set forth herein and covered hereby, except that the Parties have also entered into a Memorandum of Understanding dated May 21, 2012, which addresses issues related to the Annexation Parcel and other real estate. Nothing contained herein shall supersede any of the provisions of the Memorandum of Understanding, and in the event of any conflict or uncertainty between the language of this Annexation Agreement and the Memorandum of Understanding, the language of the Memorandum of Understanding shall prevail. This Agreement may not be modified except by a written agreement signed by all of the Parties hereto. This Agreement shall not be construed for or against the Village or Owner on the basis of which Party actually drafted or prepared this Agreement. This Agreement may be executed in counterparts, and all said counterparts when taken together shall constitute one and the same Agreement.
29. **Sale of the Annexation Property.** Except as specifically otherwise set forth herein, this Agreement shall be a covenant running with the land and may be recorded by either party against the Annexation Property. It is expressly understood and agreed that the Owner may sell or convey all or any part of the Annexation Property for the purposes of development, and upon each sale or conveyance, the purchaser shall be bound by and entitled to the benefits of this Agreement.

Within 30 days after written request of the Owner or a successor owner, the Village shall issue an estoppel letter identifying monetary obligations or other existing defaults enforceable against the parcel described in such written request.

30. **Corporate Action.** Each person executing this Agreement on behalf of the Owner acknowledges that all necessary action has been taken and authority given in order for such person to execute this Agreement under the provisions of any applicable bylaws and formation or operating documents for limited liability company authorities, and certifies that the Owner is in good standing with the Illinois Secretary of State. No person signing in a limited liability company capacity shall have any personal liability under this Agreement.
31. **Building/Occupancy Permits.** The issuance of building permits and certificates of occupancy shall be governed by the Code of Ordinances of the Village of East Dundee. If denied, the Village shall provide the applicant with a written statement specifying the

reasons for such denial. The Village will issue permits within 21 days of submittal or provide the Owner with written notice promptly that the permit application is incomplete.

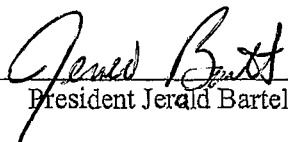
32. **Amendment.** This Agreement may be amended only by the mutual consent of the Parties, by adoption of an ordinance by the Village approving said amendment as provided by law, and by the execution of said amendment by the Parties or their successors in interest. The Parties acknowledge that certain future amendments to this Agreement may affect only a portion of the Annexation Property. In such event, this Agreement may be amended by written agreement between the Village (with appropriate approvals or ordinances) and the legal owners of fee title to that portion of the Annexation Property which is subject to and affected by such amendment as provided by law; provided, that such amendment, if not executed by the then owners of other portions of the Annexation Property, shall in no manner alter, amend or modify any of the rights, duties or obligations as set forth in this Agreement as they pertain to such other portions of the Annexation Property.
33. **Disconnection of the Annexation Property by the Owner.** Notwithstanding any rights that Owner may have to disconnect from the Village pursuant to the Illinois Municipal Code, including, without limitation, pursuant to 65 ILCS 5/7-3-6, Owner hereby waives any right it may otherwise have by statute or otherwise to disconnect the Annexation Property from the Village.
34. **Dispute Resolution.** If disagreements arise between the Parties under this Agreement, the Parties agree to mediate all disputes before a mutually agreeable mediator prior to initiating any litigation.

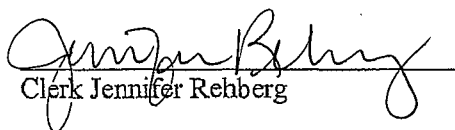
IN WITNESS WHEREOF, of Corporate Authorities and the Owner have caused this Agreement to be executed by their respective proper officials duly authorized to execute the same on the day and year first above written and that shall be the date on which this Agreement is deemed approved and executed by the Parties.

THE VILLAGE OF EAST DUNDEE,  
an Illinois home rule municipal corporation

ATTEST:

By:

  
President Jerald Bartels

  
Clerk Jennifer Rehberg

STATE OF ILLINOIS       )  
                                      ) SS  
COUNTY OF KANE        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jerald Bartels, President of the Village of East Dundee, Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said

instrument, as the free and voluntary act of said corporation, for the uses and purposes therein set forth and, as his free and voluntary act, for the uses and purposes therein set forth

Given under my hand and notarial seal, this 12 day of July, 2012.

(Stamp)



*Heather Maieritsch*

Notary Public

STATE OF ILLINOIS )

) SS

COUNTY OF KANE )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jennifer Rehberg, Clerk of the Village of East Dundee, Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before

me this day in person and severally acknowledged that she signed and delivered the said instrument, as the free and voluntary act of said corporation, for the uses and purposes therein set forth and, as her free and voluntary act, for the uses and purposes therein set forth

Given under my hand and notarial seal, this 12 day of July, 2012.

(Stamp)



*Heather Maieritsch*

Notary Public

OWNER: Max McGraw Wildlife Foundation, an Illinois not-for-profit corporation

*Clark Ganshirt*  
By: ~~Charles S. Potter, Jr., Its President~~  
Clark Ganshirt, Its Vice President

STATE OF ILLINOIS )

) SS

COUNTY OF KANE )

*Clark Ganshirt*

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ~~Charles S. Potter, Jr.~~, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that s/he signed and delivered the said instrument, as her/his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 12 day of July, 2012.

(Stamp)



*Heather Maieritsch*

Notary Public

**EXHIBIT LIST:**

- Exhibit A: Legal and common description of the Annexation Property.  
Exhibit B: Utility Easement to the Village

## EXHIBIT A

### Legal and Common Description of Annexation Property

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25 AND OF THE SOUTHEAST QUARTER OF SECTION 26, ALL IN TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, FOR A DISTANCE OF 9.7 FEET; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 80 DEGREES 51 MINUTES 0 SECONDS TO THE NORTHWEST WITH SAID WEST LINE OF SECTION 25, FOR A DISTANCE OF 124.15 FEET TO THE CENTER LINE OF STATE ROUTE 25; THENCE NORTHERLY ALONG SAID CENTER LINE, FOR A DISTANCE OF 169 FEET FOR THE PLACE OF BEGINNING; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 58 MINUTES 0 SECONDS TO THE SOUTHEAST WITH SAID CENTER LINE OF STATE ROUTE 25, FOR A DISTANCE OF 750 FEET TO THE NORTHERLY EXTENSION OF THE WESTERLY RIGHT OF WAY LINE OF CASTLE AVENUE IN FOX RIVER BLUFFS, UNIT NO. 3, BEING A SUBDIVISION OF PART OF SECTIONS 35 AND 36, TOWNSHIP AND RANGE AFORESAID; THENCE NORTHERLY ALONG THE NORTHERLY EXTENSION OF SAID WESTERLY RIGHT OF WAY LINE OF CASTLE AVENUE, FOR A DISTANCE OF 26.6 FEET TO A POINT ON A LINE THAT IS DRAWN PARALLEL WITH AND 539.5 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES, THE NORTHERLY LINE OF SAID FOX RIVER BLUFFS, UNIT NO. 3, THENCE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID FOX RIVER BLUFFS, UNIT NO. 3, FOR A DISTANCE OF 17 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 13 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES, THE NORTHERLY EXTENSION OF THE CENTERLINE OF SAID CASTLE AVENUE; THENCE NORTHERLY PARALLEL WITH CENTERLINE OF SAID CASTLE AVENUE, FOR A DISTANCE OF 250.0 FEET; THENCE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID FOX RIVER BLUFFS, UNIT NO. 3, FOR A DISTANCE OF 23.0 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 10 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES, THE NORTHERLY EXTENSION OF THE CENTERLINE OF SAID CASTLE AVENUE; THENCE NORTHERLY PARALLEL WITH SAID CENTERLINE OF SAID CASTLE AVENUE, FOR A DISTANCE OF 148.0 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 937.5 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES, THE NORTHERLY LINE OF SAID FOX RIVER BLUFFS, UNIT NO. 3; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID FOX RIVER BLUFFS, UNIT NO. 3, FOR A DISTANCE OF 190.0 FEET; THENCE NORTHERLY TO THE SOUTHEAST CORNER OF LOT 1 IN 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; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF LOT 1 IN SAID GATEWAY SUBDIVISION, FOR A DISTANCE 571.32 FEET TO THE SOUTHWEST CORNER OF LOT 1 IN SAID GATEWAY SUBDIVISION; THENCE CONTINUING ALONG THE WESTERLY EXTENSION OF SAID SOUTHERLY LINE OF LOT 1, TO A POINT OF INTERSECTION WITH THE CENTER LINE OF STATE ROUTE 25; THENCE SOUTHERLY ALONG SAID CENTER LINE OF STATE ROUTE 25, TO THE PLACE OF BEGINNING, IN THE TOWNSHIP OF DUNDEE, KANE COUNTY, ILLINOIS.

ALSO THE WESTERLY HALF RIGHT OF WAY OF STATE ROUTE 25 WHICH IS ADJACENT TO THE ABOVE DESCRIBED PROPERTY.

PIN 03-25-300-013 (PORTION)



**EXHIBIT B**

**Utility Easement to Village**

**GRANT OF UTILITY FACILITIES EASEMENT**  
to the  
**VILLAGE OF EAST DUNDEE**  
from the  
**MAX MCGRAW WILDLIFE FOUNDATION**

This Grant of Utility Facilities Easement Agreement (this "Agreement") is made as of the 21st day of May, 2012, by and between Max McGraw Wildlife Foundation, an Illinois not-for-profit corporation in good standing with the Illinois Secretary of State (the "Grantor"), and the Village of East Dundee, an Illinois home rule municipal corporation (the "Village").

1. **Grant of Permanent Utility Easement to Village.** The Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby convey, grant, bargain, dedicate and sell to the Village, its successors and assigns, a permanent and irrevocable utility easement and right-of-way for the purposes of installation, construction, reconstruction, maintenance, operation, repair, replacement and inspection of potable water and sanitary sewer mains and related lines, conduit, pipes, valves, vaults, manhole covers and all necessary accessories and appurtenances used in connection therewith for all utilities, including but not limited to potable water and sanitary sewer (collectively, the "Utility Facilities"), along with the right of ingress and egress to accomplish the purposes of this Agreement and the right to remove trees, landscaping, vegetation and any other obstructions or improvements within said easement and right-of-way, and to enter upon, in, on, under, over and through that part of the premises legally described and depicted on Exhibit A (the "Easement Area"). The Utility Facilities shall be owned by the Village.

In addition, the Grantor grants the Village a temporary construction easement to accomplish the installation of the Utility Facilities immediately proximate to the Easement Area, which shall terminate upon the completion of the initial installation of the Utility Facilities.

2. **Utility Facilities Easement Runs with Land.** The easement for the Utility Facilities hereby granted to the Village shall be permanent and irrevocable. All provisions of this Agreement, including the benefits and burdens, run with the land and shall be binding upon the successors and assigns of the Grantor. No provision of this Agreement, however, shall be so construed as to prevent the Village from granting an easement or license interest in the Easement Area to third parties and allowing third parties to install, construct, reconstruct, maintain, operate, repair, replace, and inspect the Utility Facilities within the Easement Area on the terms and conditions it deems appropriate. The Grantor affirmatively consents to the Village's granting such easement or license interest as set forth above.

3. **Restoration of Easement Area by the Village.** Subsequent to any installation, construction, reconstruction, installation, operation, maintenance, repair, replacement or inspection of the Utility Facilities, the Village shall cause the grade and surface area of the Easement Area, exclusive of trees, landscaping, vegetation or any other improvements, to be returned to its previously existing condition to the extent reasonably possible. The Village shall undertake the same scope of restoration to the temporary easement if and to the extent it is adversely impacted.

4. **Covenants Regarding Easements and Structures within the Easement Area.**

The Grantor shall not: (a) grant any other utility easements or other easements affecting the Easement Area that in any way interfere with, obstruct or otherwise prevent the Village from providing the public utility services described herein, without the prior written consent of the Village; or (b) construct, maintain or permit any structure, obstruction or improvement upon, in, on, under, over or through the Easement Area, with the exception of one or more east-west driveways across the Easement Area.

5. **Warranty of the Grantor.**

The Grantor previously granted an easement in, across, over, under and/or through the Easement Area to Dundee Development Corporation pursuant to an Agreement dated June 11, 1990 and recorded September 25, 1990 as Document Number 90K50417 (the "1990 Easement"), for the purpose of allowing the Village to provide public water and sewer service to certain land described therein. The Grantor warrants that: (a) it possesses fee simple title to the real property within the Easement Area; (b) to the best of Grantor's knowledge, there is no other easement or license affecting the Easement Area, with the exception of the 1990 Easement and the right and easement of the State of Illinois and members of the public to use the Easement Area for public roadway purposes; and (c) there is no mortgage affecting the real estate within the Easement Area.

6. **Indemnification of Grantor by the Village.**

The Village agrees to indemnify the Grantor for any loss of life and injury to persons or property sustained due to the installation, construction, reconstruction, restoration, maintenance, operation, repair, replacement or inspection of the Utility Facilities by the Village.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed and delivered on the day first stated above.

**THE GRANTOR:**

Max McGraw Wildlife Foundation,  
an Illinois not-for-profit corporation

By: Clark Ganshirt  
Print name: Clark Ganshirt  
Its Vice President

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF KANE        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Clark Ganshirt, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and

severally acknowledged that s/he signed and delivered the said instrument, as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 12 day of July, 2012.  
(Stamp)



Heather Majeritsch  
Notary Public

THE VILLAGE OF EAST DUNDEE,  
an Illinois home rule municipal corporation

ATTEST:

By: *Jerold Bartels*  
President Jerold Bartels

*Jennifer Rehberg*  
Clerk Jennifer Rehberg

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF KANE        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jerold Bartels, President of the Village of East Dundee, Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument, as the free and voluntary act of said corporation, for the uses and purposes therein set forth and, as his free and voluntary act, for the uses and purposes therein set forth Given under my hand and notarial seal, this 30 day of June, 2012.

(Stamp) 

*Heather Maieritsch*  
Notary Public

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF KANE        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jennifer Rehberg, Clerk of the Village of East Dundee, Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that she signed and delivered the said instrument, as the free and voluntary act of said corporation, for the uses and purposes therein set forth and, as her free and voluntary act, for the uses and purposes therein set forth Given under my hand and notarial seal, this 30 day of June, 2012.

(Stamp) 

*Heather Maieritsch*  
Notary Public

Prepared by:  
Michael J. Smoron  
Zukowski, Rogers, Flood & McArdle  
50 Virginia Street  
Crystal Lake, Illinois 60014  
8151459-2050

**Exhibit A (the "Easement Area")**

THE WESTERLY 50 FEET OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25 AND OF THE SOUTHEAST QUARTER OF SECTION 26, ALL IN TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, FOR A DISTANCE OF 9.7 FEET; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 80 DEGREES 51 MINUTES 0 SECONDS TO THE NORTHWEST WITH SAID WEST LINE OF SECTION 25, FOR A DISTANCE OF 124.15 FEET TO THE CENTER LINE OF STATE ROUTE 25; THENCE NORTHERLY ALONG SAID CENTER LINE, FOR A DISTANCE OF 169 FEET FOR THE PLACE OF BEGINNING; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 58 MINUTES 0 SECONDS TO THE SOUTHEAST WITH SAID CENTER LINE OF STATE ROUTE 25, FOR A DISTANCE OF 750 FEET TO THE NORTHERLY EXTENSION OF THE WESTERLY RIGHT OF WAY LINE OF CASTLE AVENUE IN FOX RIVER BLUFFS, UNIT NO 3, BEING A SUBDIVISION OF PART OF SECTIONS 35 AND 36, TOWNSHIP AND RANGE AFORESAID; THENCE NORTHERLY ALONG THE NORTHERLY EXTENSION OF SAID WESTERLY RIGHT OF WAY LINE OF CASTLE AVENUE, FOR A DISTANCE OF 26.6 FEET TO A POINT ON A LINE THAT IS DRAWN PARALLEL WITH AND 539.5 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES, THE NORTHERLY LINE OF SAID FOX RIVER BLUFFS, UNIT NO. 3, THENCE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID FOX RIVER BLUFFS, UNIT NO 3, FOR A DISTANCE OF 17 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 13 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES, THE NORTHERLY EXTENSION OF THE CENTERLINE OF SAID CASTLE AVENUE; THENCE NORTHERLY PARALLEL WITH CENTERLINE OF SAID CASTLE AVENUE, FOR A DISTANCE OF 250.0 FEET; THENCE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID FOX RIVER BLUFFS, UNIT NO. 3, FOR A DISTANCE OF 23.0 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 10 FEET EASTERLY, OF AS MEASURED AT RIGHT ANGLES, THE NORTHERLY EXTENSION OF THE CENTERLINE OF SAID CASTLE AVENUE; THENCE NORTHERLY PARALLEL WITH SAID CENTERLINE OF SAID CASTLE AVENUE, FOR A DISTANCE OF 148.0 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 937.5 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES, THE NORTHERLY LINE OF SAID FOX RIVER BLUFFS, UNIT NO 3; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID FOX RIVER BLUFFS, UNIT NO 3, FOR A DISTANCE OF 190.0 FEET; THENCE NORTHERLY TO THE SOUTHEAST CORNER OF LOT 1 IN 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; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF LOT 1 IN SAID GATEWAY SUBDIVISION, FOR A DISTANCE 571.32 FEET TO THE SOUTHWEST CORNER OF LOT 1 IN SAID GATEWAY SUBDIVISION; THENCE CONTINUING ALONG THE WESTERLY EXTENSION OF SAID SOUTHERLY LINE OF LOT 1, TO A POINT OF INTERSECTION WITH THE CENTER LINE OF STATE ROUTE 25; THENCE SOUTHERLY ALONG SAID CENTER LINE OF

STATE ROUTE 25, TO THE PLACE OF BEGINNING, IN THE TOWNSHIP OF DUNDEE,  
KANE COUNTY, ILLINOIS.

Parcel Index Number: Part of 03-25-300-013

## EXHIBIT C

### Foundation Annexation Parcel

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25 AND OF THE SOUTHEAST QUARTER OF SECTION 26, ALL IN TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, FOR A DISTANCE OF 9.7 FEET; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 80 DEGREES 51 MINUTES 0 SECONDS TO THE NORTHWEST WITH SAID WEST LINE OF SECTION 25, FOR A DISTANCE OF 124.15 FEET TO THE CENTER LINE OF STATE ROUTE 25; THENCE NORTHERLY ALONG SAID CENTER LINE, FOR A DISTANCE OF 169 FEET FOR THE PLACE OF BEGINNING; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 58 MINUTES 0 SECONDS TO THE SOUTHEAST WITH SAID CENTER LINE OF STATE ROUTE 25, FOR A DISTANCE OF 750 FEET TO THE NORTHERLY EXTENSION OF THE WESTERLY RIGHT OF WAY LINE OF CASTLE AVENUE IN FOX RIVER BLUFFS, UNIT NO. 3, BEING A SUBDIVISION OF PART OF SECTIONS 35 AND 36, TOWNSHIP AND RANGE AFORESAID; THENCE NORTHERLY ALONG THE NORTHERLY EXTENSION OF SAID WESTERLY RIGHT OF WAY LINE OF CASTLE AVENUE, FOR A DISTANCE OF 26.6 FEET TO A POINT ON A LINE THAT IS DRAWN PARALLEL WITH AND 539.5 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES, THE NORTHERLY LINE OF SAID FOX RIVER BLUFFS, UNIT NO. 3, THENCE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID FOX RIVER BLUFFS, UNIT NO. 3, FOR A DISTANCE OF 17 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 13 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES, THE NORTHERLY EXTENSION OF THE CENTERLINE OF SAID CASTLE AVENUE; THENCE NORTHERLY PARALLEL WITH CENTERLINE OF SAID CASTLE AVENUE, FOR A DISTANCE OF 250.0 FEET; THENCE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID FOX RIVER BLUFFS, UNIT NO. 3, FOR A DISTANCE OF 23.0 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 10 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES, THE NORTHERLY EXTENSION OF THE CENTERLINE OF SAID CASTLE AVENUE; THENCE NORTHERLY PARALLEL WITH SAID CENTERLINE OF SAID CASTLE AVENUE, FOR A DISTANCE OF 148.0 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 937.5 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES, THE NORTHERLY LINE OF SAID FOX RIVER BLUFFS, UNIT NO. 3; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID FOX RIVER BLUFFS, UNIT NO. 3, FOR A DISTANCE OF 190.0 FEET; THENCE NORTHERLY TO THE SOUTHEAST CORNER OF LOT 1 IN 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; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF LOT 1 IN SAID GATEWAY SUBDIVISION, FOR A DISTANCE 571.32 FEET TO THE SOUTHWEST CORNER OF LOT 1 IN SAID GATEWAY SUBDIVISION; THENCE CONTINUING ALONG THE WESTERLY EXTENSION OF SAID SOUTHERLY LINE OF LOT 1, TO A POINT OF INTERSECTION WITH THE CENTER LINE OF STATE ROUTE 25; THENCE SOUTHERLY ALONG SAID CENTER LINE OF STATE ROUTE 25, TO THE PLACE OF BEGINNING, IN THE TOWNSHIP OF DUNDEE, KANE COUNTY, ILLINOIS.

ALSO THE WESTERLY HALF RIGHT OF WAY OF STATE ROUTE 25 WHICH IS ADJACENT TO THE ABOVE DESCRIBED PROPERTY.

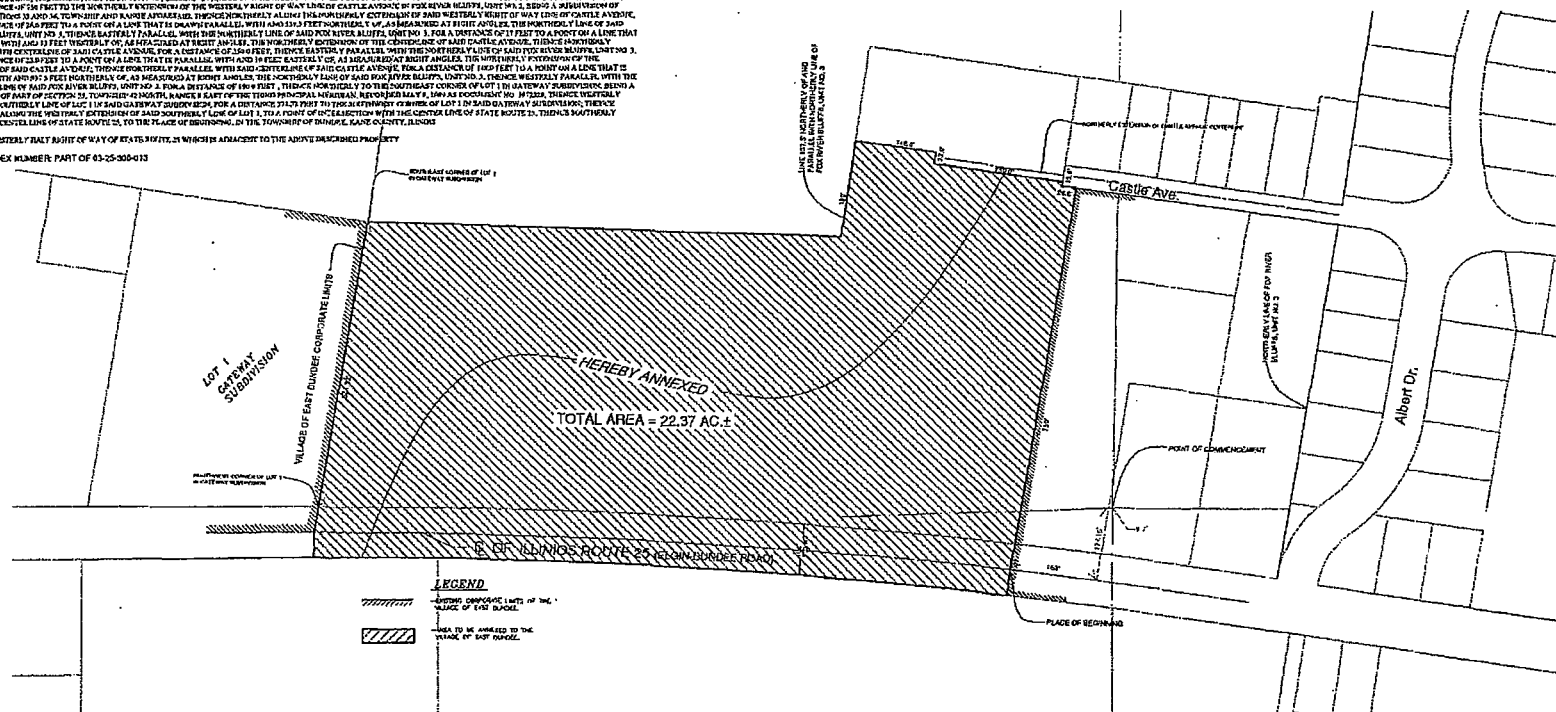
PIN 03-25-300-013



BY ORDINANCE NO. \_\_\_\_\_ PASSED \_\_\_\_\_, 2012

[illegible]

ALSO THE WESTERLY HALF RIGHT OF WAY OF STATE HWY. 24 WHICH IS ADJACENT TO THE ABOVE DESCRIBED PROPERTY  
PAGE#1 INDEX NUMBER- PART OF 01-25-200-013

STATE OF ILLINOIS )  

The sum is hereby that the amount of money borrowed is hereby acknowledged and made part of the record of the County of San Diego State of California and of the County of San Diego State of California on the 10th day of July, 1917.

By \_\_\_\_\_ Attest \_\_\_\_\_  
Vice President Vice President

**This Plate Is Being Recorded By**

## Discussion

**Abstract**

STATE OF ILLINOIS }  
COUNTY OF COOK }

2. Joseph H. Young, Mayor of the United States District No. 225, do hereby certify that the above is an exact & true copy of the original as the Village of East Reading, by Ordinance No. \_\_\_\_\_ adopted \_\_\_\_\_.

(Signed at \_\_\_\_\_ District Court, \_\_\_\_\_ day of \_\_\_\_\_, 2010 A.D.)

State Professional Land Surveyor No. 3561  
License Expires 11-30-2017  
Design Firm Registration No. 124-002048



**GERALD L. HEINZ & ASSOCIATES, INC.**  
CONSULTING ENGINEERS & LAND SURVEYORS  
208 NORTH RIVER STREET  
EAST DUNDEE, ILLINOIS 60118

[illegible]

VILLAGE OF EAST DUNDEE  
PLAT OF ANNEXATION

MAX MCGRAW  
WILDLIFE FOUNDATION

This meeting is transcribed and is the work of [REDACTED] and [REDACTED]. [REDACTED] and [REDACTED] are not giving this information contained in this transcription to the writer because of [REDACTED] and [REDACTED] are not authorized to give this information to the writer.

DATE:	6-27-2021
JOB NO.:	ED-1810
SCALE:	1"=100'
SHEET	1 OF

## ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (hereinafter referred to as this "Agreement") is made and entered into this 30th day of June, 2012, by and between the VILLAGE OF EAST DUNDEE, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois (the "Village"), by and through its President and Board of Trustees (hereinafter collectively referred to as the "Corporate Authorities") and GAT PROPERTIES, LLC, an Illinois limited liability company formerly known as Our Secret LLC (the "Owner").

### RECITALS:

WHEREAS, the Owner is the owner of record of certain real property generally situated South of the Village and comprising 5.0+/- acres, which real property is more particularly described on Exhibit A attached to and made a part of this Agreement (the "Subject Property"); and

WHEREAS, the Owner currently uses the Subject Property as a retail business engaged in the sale of, among other items, sporting goods, firearms and ammunition, and as an indoor pistol range and a firearms, weapons and martial arts training facility (hereinafter collectively referred to as the "Owner's Current Use"); and

WHEREAS, the Owner intends additionally to use the Subject Property in the future as an indoor rifle range (the "Owner's Additional Use"); and

WHEREAS, the Subject Property is or shall in the future be contiguous to the Village and has not been annexed to any municipality; and

WHEREAS, the Subject Property constitutes territory which, upon becoming contiguous to the Village, may be annexed to the Village as provided under Article 7 of the Illinois Municipal Code, 65 ILCS 5/7-1-1 *et seq.*; and

WHEREAS, the Owner desires to annex the Subject Property to the Village solely upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Corporate Authorities have concluded that the annexation of the Subject Property to the Village upon the terms and conditions set forth in this Agreement would further the orderly growth of the Village and serve the best interests of the Village and its residents; and

WHEREAS, pursuant to the provisions of 65 ILCS 5/11-15.1-1 *et seq.*, a proposed annexation agreement in substance and form substantially the same as this Agreement was submitted to the Corporate Authorities and a public hearing held thereon pursuant to notice as required by statute and the ordinances of the Village; and

WHEREAS, given the passage of time since the aforesaid public hearing, the Corporate Authorities have again held a public hearing on this Agreement pursuant to the provisions of 65 ILCS

5/11-15.1-1 *et seq.* in order to confirm that all of the requirements of state statute and the ordinances of the Village have been met; and

WHEREAS, by the favorable vote of at least two-thirds (2/3) of the Corporate Authorities then holding office, an ordinance has been adopted directing the execution of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Agreement, and in reliance on the ordinances, codes and regulations of the Village in effect as of the date of this Agreement and as to be adopted as specifically set forth herein, the parties agree as follows:

1. Incorporation of Recitals. The Recitals contained in the preambles to this Agreement are true and correct, and they are hereby incorporated into this Section 1 by this reference.

2. Statutory Authority. The parties enter into this Agreement pursuant to and in accordance with the provisions of 65 ILCS 5/11-15.1-1 *et seq.*

3. Agreement to Annex. Within ninety (90) days of the Village notifying the Owner in writing that the Subject Property has become contiguous with the Village, and all other factors required by law have been satisfied in the reasonable discretion of the Owner, the Owner may file the following with the Village Clerk: (a) a Petition for Annexation and Zoning of the Subject Property (the "Petition") pursuant to and in accordance with the provisions of Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, and conditioned upon the terms and conditions of this Agreement, and (b) an accurate map of the Subject Property (the "Annexation Plat"). The Village shall waive all fees and deposits required for annexation and zoning of the Subject Property, if any, and shall reimburse to the Owner the costs of preparing the Annexation Plat up to a maximum of \$10,000.00.

4. Enactment of Annexation Ordinance.

(a) The Corporate Authorities, within ninety (90) days of the Owner's submission of the Petition and the Annexation Plat, shall enact a valid and binding ordinance (the "Annexation Ordinance") annexing the Subject Property to the Village, which ordinance shall have attached thereto the Annexation Plat. The Annexation Ordinance shall be effective immediately upon its passage and approval as required by law.

(b) Prior to enacting the Annexation Ordinance, the Village shall (i) give all legally required notices to any fire protection district, library district, and any other person, entity or governmental body entitled to notice prior to annexation of the Subject Property to the Village, and (ii) hold such public hearings, conducted upon proper notice, as are necessary to enable the Village lawfully to annex the Subject Property to the Village.

5. Enactment of Zoning Ordinance.

(a) Upon receipt of a petition to annex, the Corporate Authorities shall commence the procedures to rezone the Subject Property as required by the Village Code and immediately

following passage of the Annexation Ordinance, the Corporate Authorities shall enact a valid and binding ordinance (hereinafter the "Zoning Ordinance"), zoning and classifying the Subject Property as B-3 General Service Business District, with a special use for firearm and ammunition sales and an indoor firearm and archery range, or its then effective equivalent. The Village represents and warrants that such zoning and special use designation shall permit, at all times, both the Owner's Current Use and the Owner's Additional Use and that the Owner shall be required to take no further zoning, licensing or any other action with the Village to utilize the Subject Property for such purposes. The Village further agrees (i) that the special use permit shall specifically provide that the Village authorizes and permits the Owner's Current Use and the Owner's Additional Use for so long as the Subject Property is being used for any of such purposes; (ii) that the special use permit shall run with the land so long as there shall not be any interruption in such use of more than one year; and (iii) that the special use permit shall specifically state that it shall survive the termination of this Agreement. The Zoning Ordinance and special use permit shall be effective immediately upon its passage and approval as required by law.

(b) Prior to the adoption of the Zoning Ordinance, the Village shall hold such public hearings, conducted upon proper notice, as are necessary to enable the Village lawfully to grant such zoning classification for the Subject Property.

6. Nonconforming Uses and Structures. Upon the Village's annexation of the Subject Property, any structures located thereon which are in existence as of the date of this Agreement shall be deemed "legal structures" as such term may be used in defining nonconforming structures under the then current zoning ordinance of the Village regardless of any nonconformity with the then applicable zoning ordinances of the Village. Further, both the Owner's Current Use and the Owner's Additional Use shall be deemed "legal uses" as such term may be used in defining nonconforming uses under the then current zoning ordinance regardless of their conformity with the then applicable zoning ordinances of the Village. Improvements or alterations made from time to time to structures existing on the Subject Property as of the date of this Agreement which conform to the then current building codes of Kane County shall likewise be deemed legal structures upon the annexation of the Subject Property to the Village. As way of example, the Village acknowledges and agrees that that the Owner shall not be required to install a sprinkler system to any structures located on the Subject Property which are in existence as of the date of this Agreement or as such structures are improved or altered from time to time thereafter.

7. Firearm Regulation and Taxation.

(a) The Owner shall comply with all applicable federal and State of Illinois laws regulating the sale, ownership, possession and use of firearms, ammunition, sporting goods, accessories and accouterments, and use of firearms and archery ranges on the Subject Property, and with all ordinances and regulations of the Village to the extent that such ordinances and regulations are not more restrictive than said federal and State of Illinois laws.

(b) The Village shall not adopt any ordinances, rules, regulations or policies regulating the sale, ownership, possession or use of firearms, ammunition, sporting goods,

accessories and accouterments or with respect to firearms and archery ranges that are more restrictive than federal and State of Illinois laws in existence at the time of said adoption by the Village. Such prohibition shall include but not be limited to the Village's adoption of ordinances, rules, regulations or policies authorized by federal or State of Illinois laws which establish standards respecting such matters and specifically permit more stringent local standards.

(c) Except with respect to (i) standard real estate taxes and other taxes of general applicability, (ii) Village taxes in existence on the date of this Agreement and disclosed in writing to the Owner, and (iii) an Amusement Tax in the amount of five percent (5%) levied by the Village pursuant to its home rule powers under the 1970 Illinois Constitution upon all fees paid to participate in any amusement including the use of the indoor shooting ranges to be in operation at the Subject Property, the Village shall not impose any new or additional taxes on the Owner's business, including but not limited to taxes on the sales or operations of the Owner (including taxes imposed under the Business Development District Law, 65 ILCS 5/11-74.3-1 *et seq.*) or any licensing or permit fees.

8. Building Codes.

(a) Structures existing at the time of annexation of the Subject Property to the Village and conforming to the building code of Kane County shall not be required to be made to conform to the then current building codes of the Village. Improvements and repairs to such structures shall conform to the requirements set forth in the building codes of Kane County.

(b) All new structures to be located upon the Subject Property shall comply with the then applicable Village's building codes; provided that the provisions of such codes shall be generally applicable within the Village and not applied exclusively to the Subject Property. Further, the Village acknowledges and agrees that, notwithstanding anything to the contrary contained in the Village's applicable building codes, the Owner shall not be required to install a sprinkler system to the future rifle range planned in connection with the Owner's Additional Use provided that the new structures or building additions are a Class 1 or Class 2 building structure built of fire proof or fire resistant materials as determined by the Village Building Inspector.

9. Sign Ordinances. The Subject Property now contains one freestanding sign, which signs shall be deemed legal conforming signs upon annexation and during the term of this Agreement and they thereafter may be repaired or replaced with similar signs if damaged or destroyed. In addition to signs otherwise permitted under the sign regulations of the Village in existence at the time of this Agreement, the Owner shall be permitted to erect an additional free standing sign, as described below:

(a) The sign shall not exceed twenty (20) feet in height, fifteen (15) feet in width, nor three (3) feet in thickness.

(b) With respect to sides containing lettering, graphics or an electronic message display, the sign shall not exceed one hundred and forty-four (144) square feet in area per side,

contain no more than two sides, and shall not exceed two hundred and eighty-eight (288) square feet in total area.

(c) The sign shall have a minimum front setback of fifteen (15) feet from the property line, and a maximum front setback of thirty (30) feet.

(d) The sign shall not impede normal pedestrian movement nor obstruct driver line-of-sight for the motor vehicle traffic along streets and sidewalks in existence as of the date of this Agreement.

(e) The sign may contain an electronic message display capable of displaying moving words, symbols, figures or images that can be electronically or mechanically changed by remote or automatic means, subject to the following:

- i. The area of the electronic message display shall not exceed 75% of the sign area; and
- ii. The intensity of illumination shall not constitute a traffic hazard as described in §156.03(E) of the East Dundee zoning ordinance.

10. Water Service. Upon annexation of the Subject Property to the Village, the Owner shall not be required to connect to the Village's municipal water service. The Village acknowledges that the Subject Property is currently served by a private well and water system and agrees that the Owner may continue to utilize said system and make any repairs and improvements thereto deemed necessary by the Owner. The Owner may, in its sole discretion, connect the Subject Property to the Village's municipal water service at any time under the same terms, conditions and fee structure as are applicable to other similar properties located within the Village. Such connection shall be at the sole cost and expense of the Owner, subject to reimbursement and/or payment pursuant to Section 13 of this Agreement. The Village represents and warrants that the Owner shall be permitted to access the Village's municipal water service at the property line of the Subject Property and that such water service is of sufficient capacity and pressure to adequately serve the Subject Property, including the Owner's Current Use and the Owner's Additional Use.

11. Sanitary Sewer Service. Upon annexation of the Subject Property to the Village, the Owner shall not be required to connect to the Village's sanitary sewer service. The Village acknowledges that the Subject Property is currently served by a private septic system agrees that the Owner may continue to utilize said system and make any repairs and improvements thereto deemed necessary by the Owner. The Owner may, in its sole discretion, connect the Subject Property to the Village's municipal sanitary sewer service at any time under the same terms, conditions and fee structure as are applicable to other similar properties located within the Village. Such connection shall be at the sole cost and expense of the Owner, subject to reimbursement and/or payment pursuant to Section 13 of this Agreement. The Village represents and warrants to the Owner that the Village, that the sanitary sewer has been extended to the property line of the Subject Property and that such sanitary sewer service is of sufficient capacity and flow to adequately serve the Subject Property, including the Owner's Current Use and the Owner's Additional Use.

12. Planned Improvements. The Owner will complete one or more of the following improvements to the Subject Property (hereinafter collectively referred to as the "Owner's Improvements"), which improvements are estimated to cost approximately five million five hundred thousand dollars (\$5,500,000.00) (the "Improvement Costs"):

- (a) New Electronic Sign
- (b) Municipal Water and Sewer Laterals and Connections  
(including permit, connection and tap-on fees)
- (c) Parking Lot Improvements (including lighting)
- (d) Replacement Ventilation System (for existing  
firearm ranges)
- (e) Remodel of existing building with new up to  
75 yard indoor rifle range

The permitting and approval of the Owner's Improvements shall be in accordance with the terms and conditions of this Agreement. Owner agrees to complete and operate, and obtain an occupancy permit for the new up to 75 yard indoor rifle range no later than 24 months from the time that funding from the Village as set forth in Section 13 of this Agreement is available. The Village acknowledges and agrees that the Improvement Costs shall be based on the actual costs thereof and, in addition to the total estimated cost listed above, shall also include the costs of professional fees, paid by the Owner in connection therewith. The parties acknowledge and agree that the Owner's Improvements constitute eligible "redevelopment project costs" as such term is defined under the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (the "TIF Act").

13. Economic Development Incentives.

(a) To assist the Owner in the construction of the Owner's Improvements, the Village shall provide the Owner with an economic development incentive in an amount not to exceed \$5,500,000 to pay Improvement Costs. But for the Village's provision of the economic development incentives, the Owner would not be able to complete the Owner's Improvements. The Village has reviewed the Owner's statement of need and is satisfied that a reasonable basis exists for the Village's provisions of such incentives to the Owner.

(b) Bonds Issued under the TIF Act (the "TIF Bonds"). Upon the annexation of the Subject Property and establishment of the tax increment financing district described in (c) below, the Village covenants and agrees, upon the request of the Owner, to issue the TIF Bonds in order to pay Improvement Costs in an amount not to exceed \$5,500,000. The Village shall be responsible for all costs and expenses associated with the issuance of the TIF Bonds and all of its own professional fees. The Village shall, in all respects, be responsible for repayment of and security for the TIF Bonds, it being the intension of the parties that the Owner shall in no way be responsible for such matters. The Village shall disburse the proceeds of the TIF Bonds to the Owner or its contractors and materials suppliers from time to time during the construction of the Owner's Improvements. The Owner shall provide the Village with copies of all contracts for the Owner's Improvements and copies of all bills, invoices, lien waivers or other evidence necessary

for the Village to confirm the costs for which payment is requested. All debt service payments on the TIF Bonds shall be by the Village from incremental revenues available to the Village as a result of its adoption of the TIF Act as set forth in (c) below. The Village shall not be required to issue the TIF Bonds (i) until the Owner has applied for and received all necessary permits for the construction of the Owner's Improvements and (ii) if there exists an uncured event of default under the terms of this Agreement on the part of the Owner. The parties shall reasonably cooperate in the documentation and procedures necessary for the issuance of the TIF Bonds. The Village shall not pledge its full faith and credit to the TIF Bonds and the TIF Bonds shall be secured solely by the incremental revenue available to the Village as a result of its adoption of the TIF Act.

(c) Tax Increment Financing. Pursuant to the provisions of the TIF Act, promptly following annexation of the Subject Property, the Village shall take all necessary action to create a tax increment financing district, which shall include the Subject Property. The Village represents and warrants to the Owner that the Village has consulted with its attorneys and advisors and been advised that the Subject Property is eligible under the TIF Act for inclusion in a tax increment financing district. Within sixty (60) days of creation of the tax increment financing district required hereunder, the Village agrees to enter into a TIF redevelopment agreement with the Owner for the purpose of paying and/or reimbursing to the Owner an amount not to exceed \$5,500,000 for Improvement Costs. The TIF redevelopment agreement shall be consistent with the terms of this Agreement and shall be in a form acceptable to the Owner.

(d) Repayment Obligation. In the event the Owner ceases to operate as a firearm and ammunition sales and an indoor firearm range, or its equivalent (the "Business"), for a period of twelve (12) years following the date of the occupancy permit of the up to 75 yard indoor rifle range the Owner shall repay any Improvement Costs actually disbursed by the Village pursuant to paragraph (b) above for the Owner's Improvements, reduced each year of uninterrupted operation of the Business (i.e., days and hours of operation generally consistent with those in effect for the Business as of the date of this Agreement subject to acts of God, interruption of utility services and other events of force majeure) by 8.33%. Notwithstanding the foregoing, the provisions of this subparagraph (d) shall not apply, and no repayment obligation shall be triggered on the part of the Owner, to the extent the Owner ceases to operate the Business as a result of any legislation or regulation that, in the reasonable discretion of the Owner, makes the continuation of the Business impractical.

14. Fees. No annexation fees, permit or other fees shall be imposed upon the Owner as a charge or levy for the annexation of the Subject Property into the Village.

15. Compliance with Applicable Ordinances. Except as otherwise provided in this Agreement, upon annexation, the Owner shall comply with all ordinances of the Village, as amended from time to time, with respect to the ownership, use and intended development of the Subject Property; provided that all such ordinances, amendments, rules and regulations relating to zoning, building, subdivision and improvement of land adopted after the date of this Agreement shall be equally applicable to all property similarly zoned and situated throughout the Village.



16. Conflict with Ordinances. In the event of any conflict between this Agreement and any codes or ordinances of the Village, the provisions of this Agreement shall prevail to the extent of any such conflict or inconsistency.

17. Enforceability of the Agreement. This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties or by an appropriate action at law or in equity to secure the performance of the covenants and agreements herein described.

18. Changes in Law. In the event the State of Illinois modifies or eliminates the TIF Act or any other applicable law such that the Village is unable to provide the Owner the Economic Development Incentives described in this Agreement, and the State of Illinois thereafter adopts a substitute or alternative statutory scheme in place of such laws that permits reasonably similar incentives (or amends or identifies any existing statutory scheme with the intent that funds thereunder could be used in place of such incentives), then the Village shall use its best efforts to make such substitute or alternative incentives available to the Owner so that the Owner receives the same sums that the Owner would have received but for the modification or elimination of such laws.

19. Term of Agreement. Notwithstanding any other provision to the contrary with respect to the Subject Property, this Agreement shall be effective for a term of twenty (20) years from the date of the Agreement or, if longer, the longest term permitted by law.

20. Default. Upon the occurrence of a default of any of the provisions of this Agreement which continues for ten (10) days after a notice specifying the default is given the defaulting party, the injured party may, either in law or in equity, by suit, action, mandamus or other proceeding including specific performance, enforce or compel the performance of this Agreement or have such other relief for breach of the Agreement as may be authorized by law or which by law or in equity is available to it.

21. Disconnection. In the event Village fails to abide by or fulfill the obligations required of it under this Agreement, the Owner shall be entitled to petition the Village for the de-annexation of the Subject Property, which the Village shall promptly consider and approve as permitted by law. Prior to said de-annexation, however, the Owner shall notify the Village as to such breach or default on its part, and the Village shall then have a reasonable time to cure said breach or default.

22. Binding Effect of Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

23. Corporate Capacities. The parties acknowledge and agree that the individuals that are members of the group constituting the Corporate Authorities of the Village are entering into this Agreement in their official capacities as members of such group and shall have no personal liability in their individual capacities.

24. Joint and Several Liability. The parties collectively referred to as the "Owner" in this Annexation Agreement, hereby agree to be jointly and severally liable for any and all obligations of the "Owner" hereunder.

25. Notices. Any notices required pursuant to the provisions of this Agreement shall be in writing and be sent by certified mail to the following addresses until notice of change of address is given and shall be deemed received on the fifth business day following deposit in the U. S. Mail:

If the Owner: GAT PROPERTIES, LLC  
14N915 Route 25  
Dundee, Illinois 60118

Copy to: Rob LeSage  
Ward, Murray, Pace & Johnson, P.C.  
226 West River St.  
P.O. Box 404  
Dixon, Illinois 61021

If to the Village: Robert Skurla, Village Administrator  
Village of East Dundee  
120 Barrington Avenue  
East Dundee, Illinois 60118

Copy to: Kathleen Field Orr  
Kathleen Field Orr & Associates  
53 West Jackson Blvd., Suite 935  
Chicago, Illinois 60604

26. AFFILIATES OF THE OWNER. The parties acknowledge that the representations and obligations of the Owner, as well as benefits accruing to the Owner, under the terms of this Agreement, may also be performed by and accrue to GAT Guns, Inc.

IN WITNESS WHEREOF, the Corporate Authorities of the Village and the Owner have caused this instrument to be executed by their respective proper officials duly authorized to execute the same on the day and year first above written.

VILLAGE OF EAST DUNDEE

By Jerald Bartels  
Jerald Bartels, President

Attest:

Jennifer Rehberg  
Jennifer Rehberg, Village Clerk

STATE OF ILLINOIS )

COUNTY OF Kane ) ss.  
 )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Jerald Bartels, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 30 day of June, 2012.



Heather Maieritsch  
Notary Public

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF Kane )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Jennifer Rehberg, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 30 day of June, 2012.



Heather Maieritsch  
Notary Public

GAT PROPERTIES, LLC, an Illinois  
limited liability company formerly known  
as Our Secret LLC

By: [Signature]  
Its \_\_\_\_\_

STATE OF ILLINOIS )  
 ) ss.

COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Greg Tropic, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 30 day of June, 2012.



Heather Maieritsch  
Notary Public

Exhibit A  
The Subject Property

Parcel One: Lots A, 5, 6, 9, 10, 13 and 14 of Fox River Bluffs Unit No. 3 in the Township of Dundee, Kane County, Illinois; and

Parcel Two: The south half of that part of Sections 25, 26, 35 and 36, Township 42 north, Range 8, east of the Third Principal Meridian, described as follows: commencing at the common corners of the above sections; thence north along the west lot of Section 25, 9.7 feet; thence northwesterly 124.15 feet on a line making an angle of 80 degrees, 51 minutes, 0 seconds, to the northwest with the west line of said Section 25, to the center line of the Elgin-Dundee Road for a point of beginning; thence southeasterly along said last course 380 feet on a line making an angle of 89 degrees, 58 minutes, 0 seconds to the southeast with the center line of Elgin-Dundee Road; thence southwesterly parallel with the center line of said road 343.9 feet; thence northwesterly 380 feet on a line making an angle of 89 degrees, 58 minutes, 0 seconds to the northwest with said last described line to the center line of the Elgin-Dundee Road; thence northeasterly on the center line of said road 343.9 feet to the point of beginning, in Kane County; and

Parcel Three: A part of the northwest quarter of Section 36, Township 42 north, Range 8 east of the Third Principal Meridian, described as follows: commencing at the northeast corner of Lot 14 of Fox River Bluffs Unit Number 3, as laid out and plotted of record, for a point of beginning; thence westerly along the northerly line of said Fox River Bluffs Unit Number 3, 369.75 feet; thence northerly at right angles with said last mentioned course and along the easterly line of land now owned by Walter Eseling, a distance of 171.95 feet; thence easterly and parallel with the northerly line of said Fox River Bluffs Unit Number 3, a distance of 369.75 feet; thence southerly in a straight line to the point of beginning, in Kane County, Illinois.