Ordinance No. 17-57

AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS APPROVING A SECOND DEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF EAST DUNDEE AND PAL LAND, LLC
(The Travel Center)

WHEREAS, the Village of East Dundee, Cook and Kane Counties, Illinois (the "*Village*") is a duly organized and validly existing home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (the "TIF Act"), the President and Board of Trustees designated the "Route 25 Redevelopment Project Area" and the "Christina Drive Redevelopment Project Area" (the "Redevelopment Project Areas") which set forth plans for the development, redevelopment and revitalization of the Redevelopment Project Areas (the "Redevelopment Plans"); and

WHEREAS, pursuant to the Business District Development and Redevelopment Law of the State of Illinois, 65 ILCS 5/11-74.3-1, *et seq.*, as from time to time amended (the "*BDD Act*"), on September 29, 2008, the President and Board of Trustees of the Village (the "*Corporate Authorities*"), after public hearings, passed Ordinance No. 08-57 designating the Route 25 and Route 72 Business District (the "*BD District*"), which was amended by Ordinance No. 11-19 on April 11, 2011, adding certain properties to this commercial district as described therein, and both of said Ordinances imposing a retailers' occupation tax and service occupation tax (the "*BD Taxes*") in the amount of one-half of one percent (1/2%) on all commercial operations within the boundaries of the commercial district, as amended, to pay costs incurred in connection with the planning, execution and implementation of the Route 25 and Route 72 Development Plan (the "*BD Plan*"); and,

WHEREAS, the Corporate Authorities further amended the BD District by Ordinance 13-05 on March 18, 2013, to add new additional properties to the BD District and change the name of the BD District to the "Downtown and Dundee Crossings Business Development District" and again on March 21, 2016, by Ordinance No. 15-16 to increase the rate of the BD Taxes imposed upon all commercial operations within the boundaries of the BD District to three-fourths of one percent (3/4%); and,

WHEREAS, PAL Land, LLC, an Illinois limited liability company (the "*Developer*") is the owner of certain real estate located within the Redevelopment Project Areas and BD District, commonly known as the Terra Business Park (the "Developer's Property"); and

WHEREAS, on November 14, 2012, the Village entered into a certain Amended and Restated Development Agreement with the Developer (the "TIF Agreement") for the purpose of inducing substantial commercial development of the business and industrial park on the Developer's Property located within the Redevelopment Project Areas; and,

WHEREAS, the Village has been informed by the Developer that it intends to further the development on the Developer's Property; and

WHEREAS, the Developer has requested additional financial assistance from the Village in order to proceed with the development; and

WHEREAS, the Corporate Authorities have determined that the blighting factors now present on the Subject Property are detrimental to the public and impair development and growth in the BD District and the Redevelopment Project Areas and will continue to impair growth and development but for the rebating to the Developer a portion of the retail occupation taxes, its home rule retail and occupation taxes, and the BD Taxes; and

WHEREAS, the Corporate Authorities have determined that such economic development incentives for the benefit of the Developer and proposed development pursuant to the Second Agreement by and between the Village of East Dundee and PAL Land, LLC are in the best interests of the Village and the health, safety, morals and welfare of its residents and taxpayers and will be in furtherance of the BD Plan and the Redevelopment Plans, thereby providing for economic development, enhancing the tax base of the Village and other taxing districts, and adding to the welfare and prosperity of the Village and its inhabitants.

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. That the Second Development Agreement by and between the Village of East Dundee and PAL Land, LLC, attached hereto and made a part hereof, is hereby approved and the President and Village Clerk are hereby authorized to execute and deliver said Amendment on behalf of the Village.

Section 2. That the Village Administrator is hereby authorized and directed to undertake any and all actions as may be required to implement the terms of said agreement.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED this 18th day of Dec, 2017 pursuant to a roll call vote as follows:

AYES: Trustees Lynam, Selep, Wood, Hall, Mahony and Andresen

NAYS: Ø

ABSENT: Ø

APPROVED by me this 18th day of Dec, 2017.

Village President

Attest:

Katherine Hoet

Village Clerk

SECOND DEVELOPMENT AGREEMENT BY AND BETWEEN
THE VILLAGE OF EAST DUNDEE, ILLINOIS AND PAL LAND, LLC
(*The Travel Center*)

THIS SECOND DEVELOPMENT AGREEMENT ("*Amended Agreement*") is dated as of this 18th day of December, 2017, by and between the Village of East Dundee, Kane and Cook Counties Illinois, an Illinois municipal corporation (the "*Village*"), and Pal Land, LLC, a Delaware limited liability company (the "*Developer*").

PREAMBLES

WHEREAS, the Village of East Dundee, Kane and Cook Counties, Illinois, is a home-rule municipality authorized by Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970 to exercise any power and perform any function pertaining to its government and affairs; and,

WHEREAS, the Developer is the owner of certain real estate located corporate limits of the Village and legally described on *Exhibit A* attached hereto and made a part hereof (the "*Developer's Property*"); and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq*. (the "*TIF Act*"), the President and Board of Trustees designated the "Route 25 Redevelopment Project Area" and the "Christina Drive Redevelopment Project Area" and on November 14, 2012, entered into a certain Amended and Restated Development Agreement with the Developer (the "*TIF Agreement*") for the purpose of inducing substantial commercial development of the business and industrial park on the Developer's Property located within the

Route 25 Redevelopment Project Area and the Christina Drive Redevelopment Project Area; and,

WHEREAS, pursuant to the Business District Development and Redevelopment Law of the State of Illinois, 65 ILCS 5/11-74.3-1, *et seq*., as from time to time amended (the "*BDD Act*"), on September 29, 2008, the President and Board of Trustees of the Village (the "*Corporate Authorities*"), after public hearings, passed Ordinance No. 08-57 designating the Route 25 and Route 72 Business District (the "*BD District*"), which was amended by Ordinance No. 11-19 on April 11, 2011, adding certain properties to this commercial district as described therein, and both of said Ordinances imposing a retailers' occupation tax and service occupation tax (the "*BD Taxes*") in the amount of one-half of one percent (1/2%) on all commercial operations within the boundaries of the commercial district, as amended, to pay costs incurred in connection with the planning, execution and implementation of the Route 25 and Route 72 Development Plan (the "*BD Plan*"); and,

WHEREAS, the Corporate Authorities further amended the BD District by Ordinance 13-05 on March 18, 2013, to add new additional properties to the BD District and change the name of the BD District to the "Downtown and Dundee Crossings Business Development District" and again on March 21, 2016, by Ordinance No. 15-16 to increase the rate of the BD Taxes imposed upon all commercial operations within the boundaries of the BD District to three-fourths of one percent (3/4%); and,

WHEREAS, the Village has been informed by the Developer that it initially intends to itself develop the First Project (as defined in Section 2(a) below) on a portion of the Developer's

Property, legally described on *Exhibit B* attached hereto and made a part hereof (the "*Subject Property*"), located within the Route 25 Redevelopment Project Area and the BD District, with near-tem development of the First Project (as more fully described in Section 2 below); and,

WHEREAS, the Developer is also pursuing additional development opportunities involving retail sales within the Subject Property, namely development on (i) the southerly portion of Lot 4 of Parcel 1 of the Subject Property (the "*Lot 4 Project*") and (ii) on Parcel 2 of the Subject Property (the "*Entrance Lot Project*"), but at this time no specific development for either of same can be identified"; and

WHEREAS, the Developer has requested additional financial assistance from the Village in order to proceed with the First Project over and above the assistance committed to the Developer by the Village pursuant to the TIF Agreement; and,

WHEREAS, the Village Board has reviewed the initial plans for the First Project and has determined that it should consider rebating to the Developer a portion of the retail occupation taxes, its home rule retail and occupation taxes, and the BD Taxes (all as specifically identified below) (collectively, "*Sales Taxes*") received by the Village from retail activities generated (i) by the First Project, (ii) by any Lot 4 Project as may hereafter be reviewed and approved by the Village Board, and (iii) by any Entrance Lot Project as may hereafter be reviewed and approved by the Village Board, with any such rebates being in each case in accordance with the terms of this Agreement in order to induce the Developer to develop the Subject Property and construct the First Project as such development shall create substantial job opportunities to the residents of the region as well as revenue to the Village; and,

WHEREAS, pursuant to the TIF Agreement, the Village has issued, and may (under the terms of the TIF Agreement) continue to issue to the Developer, certain "Developer Notes" to reimburse the Developer for certain "redevelopment project costs" as defined by the TIF Act ("*Developer Notes*") incurred in the development of the Developer's Property; and,

WHEREAS, the parties hereto agree that it is in their mutual interests to proceed in accordance with the terms and conditions hereinafter set forth.

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: Definitions; Village Findings.

(a) 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.

(b) For purposes of this Agreement, the following terms shall have the following meanings:

(i) "Applicable Project" shall mean each of the First Project, the Lot 4 Project and the Entrance Lot Project when and as each such project is commenced.

(ii) "Commencement Date" means, as to each separate Applicable Project, the date on which a certificate of occupancy is issued for any building constructed as part of the Applicable Project, it being agreed and understood that such Commencement Dates shall be separately determined for each separate Applicable Project.

(iii) "Sales Taxes" means any and all of those taxes imposed by the State of Illinois pursuant to the Use Tax Act (35 ILCS 105/1 *et seq*.); the Service Use Tax Act (35 ILCS 110/1 *et seq*.); the Service Occupation Tax Act (35 ILCS 115/1 *et seq*.); the Retailers' Occupation Tax Act (35 ILCS 120/1 *et seq*.); the Home Rule Municipal Retailers' Occupation Tax (65 ILCS 5/8-

11-1); and, the Home Rule Municipal Service Occupation Tax (65 ILCS 5/8-11-5); and, any BD Taxes at the current rates, or any substitute taxes therefor as provided by the State of Illinois in the future.

(iv) "Sales Tax Rebate" shall have the meaning as set forth in Section 3(a) below.

(v) "Sales Tax Revenue(s)" means all revenue from Sales Taxes received by the Village as a result of and with respect to commercial sales from each of the Applicable Projects during the applicable Sales Tax Participation Period for each such project. (For clarification purposes only, any Sales Tax Revenue generated by sales from each Applicable Project during the 15 years following the Commencement Date for such Applicable Project but not received by the Village until the 16th year following such Commencement Date, shall still be included as Sales Tax Revenue that is subject to the rebate provisions of this Agreement.)

(vi) "Sales Tax Participation Period" means (and shall be calculated separately as to each Applicable Project) the period beginning on the Commencement Date of the Applicable Project in question and ending on the 15th anniversary of such Commencement Date. Notwithstanding the foregoing, if the retail operations within an Applicable Project ceases due to force majeure (as hereinafter defined), then, in each case, the Sales Tax Participation Period of this Agreement with respect to such Applicable Project shall be automatically extended for a period equal to the period commencing on the date of said force majeure commences (as applicable), through the date of final completion of the reconstruction of said improvements destroyed or put out of service as a result of force majeure and the Village's payment obligations hereunder shall, with respect to the Sales Tax Revenue arising or accruing during said extended Sales Tax Participation Period, continue for said period.

(vii) "Sales Tax Year" means (i) the 12 consecutive month period starting on the Commencement Date and ending 12 months later and (ii) each consecutive succeeding 12-month period thereafter during the Sales Tax Participation Period.

(c) The Board of Trustees of the Village hereby make the following findings:

(i) The Subject Property has remained vacant for more than one (1) year;
(ii) That, if developed, each Applicable Project will likely generate substantial sales tax revenue, jobs and other economic growth for the Village;
(iii) That based on reasonable projections from the Developer, each

Applicable Project is anticipated to create job opportunities within the Village;

(iv) That the First Project, the Lot 4 Project and the Entrance Project will each significantly increase commercial activity and customers into the area, which will serve to further enhance commerce within the Village;

(v) That based on representations and documentation submitted by the Developer, the agreement by the Village to provide sales tax rebates as herein set forth is deemed necessary by the Village to encourage the First Project of the Subject Property for the First Project, and but for such sales tax rebates as herein set forth, such First Project would likely not be developed on the Subject Property;

(vi) That the Developer meets high standards of creditworthiness and financial strength;

(vii) That the First Project and, if they come to fruition, the Lot 4 Project and the Entrance Project, will each strengthen the commercial sector of the Village by providing quality retail services that will create additional well-paying jobs, provide additional real estate and sales taxes, and provide a destination for vehicular traffic that will benefit current and future commercial/retail entities in the area;

(viii) That the First Project and, if they come to fruition, the Lot 4 Project and the Entrance Project, will each enhance the tax base of the Village through increases in real estate taxes paid by the Developer and Sales Tax Revenues collected by the Developer; and

(ix) That this Agreement is made in the best interest of the Village.

Section 2. Developer's Obligations

(a) On or before ninety (90) days after the date the Village commences construction of the improvements (the "*Intersection Commencement Date*") to the Rt. 72/Christina Drive intersection (the "*Subject Intersection*"), the Developer shall have submitted to the Village all necessary plans and specifications to construct the following project (the "First Project") on Lots 2 and 3 of Parcel 1 of the Subject Property :

(i) The construction of an approximate 11,100 square foot commercial center on Lot 2 in Parcel 1 of the Subject Property; and

(ii) The construction of an approximate 46,000 square foot commercial/industrial building on Lot 3 in Parcel 1 of the Subject Property.

A conceptual site plan for the First Project ("*First Project Concept Plan*") is as depicted on *Exhibit C* attached hereto and made a part hereof

(b) On or before 120 days after the Intersection Commencement Date, the Developer shall have applied for all State and Village permits as may be required to undertake and complete the construction of the First Project in accordance with approved plans and specifications and to commence construction within thirty (30) days of receipt of all required permits. The date as of which the required permits are issued is hereinafter called the "*Permit Issuance Date*".

(c) On or before 365 days after the Permit Issuance Date, the Developer shall have completed construction of the First Project in accordance with the Legal Requirements, as hereinafter defined, and said First Project shall be ready for internal building-out to suit the needs of specific tenants / users who may seek to operate therein at the Subject Property. For purposes of this Agreement, Legal Requirements shall mean all applicable ordinances, regulations and laws of the Village, State and Federal government, all permits, licenses and the terms of this Agreement.

(d) The Developer covenants and agrees that upon completion of the First Project, not less than approximately $6,800,000 shall have been invested in the improvement and development of the Subject Property.

(e) The Developer hereby covenants and agrees that throughout the term of this Agreement, all Sales Taxes, all real estate taxes when due, and all other sums due and owing

(collectively, "*Sums Due*") including, but not limited to, all fines, fees, taxes, licenses, assessments and invoices for all services and utilities shall be paid when due to the Village or any other unit of government or governmental agency having jurisdiction over the Subject Property throughout the term of this Agreement. Notwithstanding the foregoing, the Developer shall not be in breach of this covenant if (i) any portion of the Subject Property is sold to third party not affiliated with and under the control of the Developer, and (ii) such third party purchaser fails to pay any of said Sums Due.

(f) Developer covenants and agrees to repair and maintain Christina Drive (but not the utilities located in or under the Christina Drive right of way) (the "*Christina Drive Maintenance Covenant*") throughout the term of this Agreement, it being understood that such repair and maintenance shall not be deemed a reimbursable cost under this Agreement or the TIF Agreement; provided, however, that (i) the cost incurred by the Developer to install the final lift of asphalt onto Christina Drive shall be an eligible reimbursable cost, and (ii) the Developer's Christina Drive Maintenance Covenant shall be terminated as of such date as Christina Drive becomes connected to (A) Rock Road at a point north of the building commonly known as 401 Christina Drive or (B) any other road that connects to the north directly or indirectly to Illinois Route 68.

Section 3. Developer Payments

(a) So long as no event described in *Section 14* hereof shall have occurred and be continuing, the Village shall pay to the Developer a Sales Tax Rebate with respect to each Applicable Project for the Sales Tax Participation Period that pertains to each such Applicable

Project, an amount equal to forty percent (40%) of the Sales Tax Revenue received by the Village with respect to sales made from each such Applicable Project (the "*Sales Tax Rebate*") during the Sales Tax Participation Period applicable to such project, which Sales Tax Rebate shall be calculated by the Village only from the portions of the said Sales Taxes generated by each Applicable Project approved by the Village Board and actually received by the Village after any deductions made by the Illinois Department of Revenue ("*IDOR*").

By way of illustration only:

(i) Assume that a total of $1,000 of sales subject to the Sales Taxes as defined in Section (b)(ii) occur on the Subject Property during a calendar year within the term of this Agreement.

(ii) The Village is entitled to receive from the State of Illinois 3.75% of Sales Tax Revenues, resulting in a total of $37.50 as to the aforesaid $1,000 in taxable sales, less deductions made by the IDOR.

(iii) The $37.50 of Sales Tax Revenues that the Village would receive would be derived by the Village from the following sources: $10 from State of Illinois sales tax; $20 from the Village's Home Rule tax; and, $7.50 from the Village's BDD tax.

(iv) The Developer would be entitled to 40% of the Sales Tax Revenues actually received by the Village = $37.50 x 40% = $15.00. It is agreed that if such $37.50 is reduced by any lawful IDOR deductions, then only 40% of the amount actually received by the Village, after deductions, shall be due to the Developer. less any

deductions made by the IDOR. The $15.00 shall be paid from any source of the Sales Tax Revenues as determined by the Village.

(v) The Village agrees that it shall not pledge or assign to any other person any of the Sales Tax Revenues generated from the Subject Property, or request that IDOR make any deductions from the portion of such revenues that would otherwise be remitted by IDOR to the Village.

(b) Every Sales Tax Rebate due hereunder shall first be applied to reduce the outstanding principal balance due on any outstanding Developer Notes (but only during such time as said Developer Notes remain valid and payable under the terms of the TIF Agreement), beginning with the oldest Developer Note first, and then (after all such principal on all Developer Notes have been paid, or after the remaining Developer Notes expire upon expiration of the TIF Agreement) to all accrued but unpaid interest on such Developer Notes. After the earlier of the date as of which (i) all Developer Notes have been fully retired, or (ii) the TIF Agreement has expired, the payments of Sales Tax Rebates shall nevertheless continue to be made to the Developer as herein provided. No costs incurred by the Developer in connection with any of the Applicable Projects that qualify as "redevelopment project costs" under the TIF Act shall have the effect of increasing the maximum amount of reimbursable Redevelopment Project Costs above Ten Million Dollars ($10,000,000) as currently provided in Section 6 of the TIF Agreement.

Section 4. Term

Unless earlier terminated pursuant to Section 14, the term of this Agreement shall commence on the date of execution and end on date of payment to the Developer of the Sales Tax Rebate (if any) due the Developer based upon Sales Tax Revenues received by the Village through the end of the Sales Tax Participation Period.

Section 5. Verification of Tax Increment

(a) The Developer shall deliver to the Village authorization as may be required for the IDOR to release any reports of Sales Tax Revenues generated from each Applicable Project during the applicable Sales Tax Participation Period, including, without limitation, all sales tax returns attributable to the businesses operations at the Subject Property.

(b) Nothing herein shall constitute a covenant or warranty on the part of the Developer (or its successors or assigns) that any Sales Tax Revenue (or any particular level of Sales Tax Revenues) will be generated or will continue to be generated from the Subject Property.

Section 6. No Liability of Village to Others for Developer's Expenses

Notwithstanding the Village's obligation to make any payments as expressly provided herein, nothing in this agreement shall obligate the Village to make such payments to any person other than the Developer or its written assignees, 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 Subject Property.

Section 7. Assignment

(a) This Agreement shall remain in full force and effect as between the Village and the Developer notwithstanding the conveyance of all or any portion of the Subject Property to a third party.

(b) The Developer's rights under this Agreement may be assigned by the Developer to (i) any entity that is owned or controlled by the Developer, by Joseph L. Palumbo, and / or by any member of his family (in either case, a "*Developer Affiliate*"), or (ii) to a lender or bonding company to the Developer, in each case only upon prior written notice to the Village. Other than as aforesaid, the rights of the Developer hereunder shall not be assigned by the Developer, without the written consent of the Village, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 8. Developer Indemnification

The Developer shall indemnify and hold harmless the Village, its 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 be asserted against or incurred by the Village and which arise, directly or indirectly from (i) 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; (ii) any default or breach of the terms of this Agreement by the Developer; or, (iii) any negligence or reckless or willful misconduct of the Developer. The Developer shall, at its own cost and expense, appear, defend and pay all 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.

Section 9. 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 10. 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 11. 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:

Pal Land, LLC
Attention: Joseph L. Palumbo, a Manager
201 Christina Drive
East Dundee, Illinois 60118

With a copy to:

Peter C. Bazos, Esq.
Bazos, Freeman, Schuster & Braithwaite, LLC
1250 Larkin Avenue
Suite 100
Elgin, Illinois 60123

To the Village:

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

With a copy to:

Village of East Dundee
Attn: Village President
120 Barrington Avenue
East Dundee, Illinois 60118

Section 12. 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 13. No Discrimination and Prevailing Wage Act compliance

(a) The Developer for itself and its successors and assigns agrees that in the construction of the Project on the Subject 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, 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) The Developer, its contractors and subcontractors shall be responsible to determine if the Project is a "public work" within the meaning of the Illinois Prevailing Wage Act (the "*Act*") (820 ILCS 130/0.01 *et seq*.), and if the Act is applicable, to (i) comply with same in connection with the construction of the Project and (ii to indemnify and hold harmless the Village against any claims for Developer's failure to so comply.

(c) Nothing herein is intended to suggest that the Act is applicable to the Project by reason of this Agreement.

Section 14. Remedies – Liability

(a) If, in the Village's judgment, 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.

(c) 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 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 one hundred twenty (120) 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.

(d) If, in the Developer's judgment, 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 to 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. If any default on the part of the Village remains uncured after the expiration of the applicable cure period, then, subject to the provisions of Section 14(f) below, the Developer may exercise its rights arising as a result of such Village default as provided under Illinois law or in equity. 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.

(f) 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 Circuit Court of Kane County.

Section 15. 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, condemnations, riots, insurrections, acts of terrorism, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the 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 16. 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 17. Counterparts

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

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.

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 of East Dundee, an Illinois municipal limited liability company

By: _____
President

Attest:

_____
Village Clerk

Pal Land, LLC, a Delaware Limited Liability Company

_____
Joseph L. Palumbo
A Manager

Exhibit A

Legal Description of Developer's Property

Parcel 1:
Lots 2, 3 and 4 in the Final Plat of Lot 5 in Terra Business Park Resubdivision, according to the plat thereof recorded on _____, 2017, as Document Number in the office of the Recorder of Deeds of Kane County, Illinois.[1]

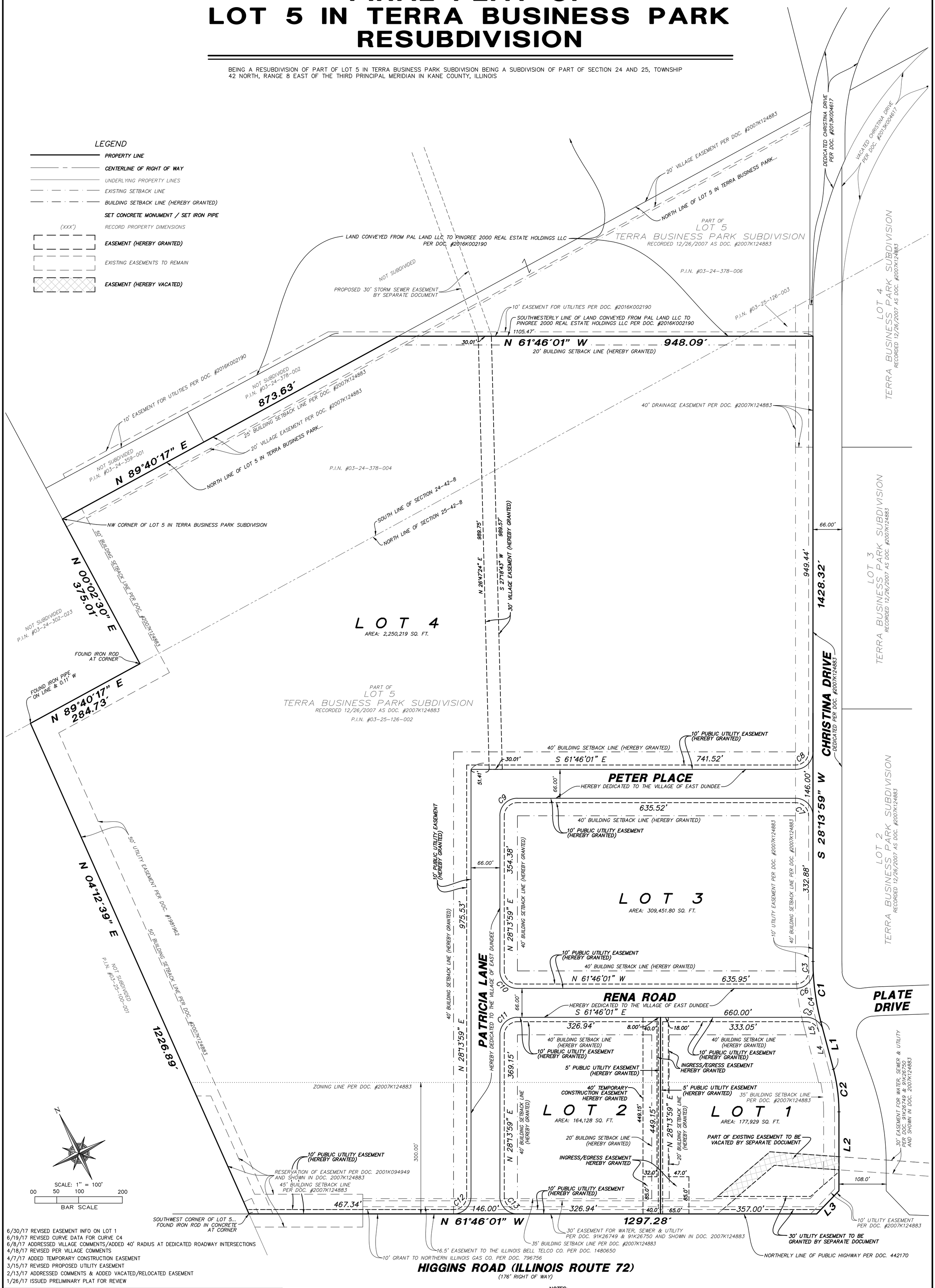
Parcel 2:
Lots 1, 2, 3 and 4 in Terra Business Park Subdivision, according to the plat thereof recorded on December 26, 2007, as Document Number 2007K124883 in the office of the Recorder of Deeds of Kane County, Illinois.

[1] Note: this Final Plat of Lot 5 in Terra Business Park Resubdivision has not, as of the date of this Agreement, been recorded, but soon will be. For clarity, the first page of that Plat as it will likely be recorded is in the following page.

PERMANENT INDEX NUMBER (P.I.N. #):
03-25-126-002
03-24-378-004

FINAL PLAT OF LOT 5 IN TERRA BUSINESS PARK RESUBDIVISION

BEING A RESUBDIVISION OF PART OF LOT 5 IN TERRA BUSINESS PARK SUBDIVISION BEING A SUBDIVISION OF PART OF SECTION 24 AND 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN KANE COUNTY, ILLINOIS



6/30/17 REVISED EASEMENT INFO ON LOT 1
6/19/17 REVISED CURVE DATA FOR CURVE C4
6/8/17 ADDRESSED VILLAGE COMMENTS/ADDED 40' RADIUS AT DEDICATED ROADWAY INTERSECTIONS
4/18/17 REVISED PER VILLAGE COMMENTS
4/7/17 ADDED TEMPORARY CONSTRUCTION EASEMENT
3/15/17 REVISED PROPOSED UTILITY EASEMENT
2/13/17 ADDRESSED COMMENTS & ADDED VACATED/RELOCATED EASEMENT
1/26/17 ISSUED PRELIMINARY PLAT FOR REVIEW

SCALE :	1"=100'
DRAWN :	MWO
BOUNDARY :	FIM
FIELD WORK :	BSA
CHECK :	FIM
JOB :	S16150SUB
SHEET	SUB-1
OF TWO SHEETS	

FINAL
PLAT OF RESUBDIVISION

PREPARED BY:
W-T LAND SURVEYING
LAND AND CONSTRUCTION SURVEYORS
2675 Pratum Avenue
Hoffman Estates, Illinois 60192
PH: (224) 293-6333 FAX: (224) 293-6444
www.wtengineering.com
IL. LICENSE NO.: 184.007570-0015 EXP: 04/30/19

CURVE TABLE

CURVE	RADIUS	ARC	CHORD BEARING	CHORD DISTANCE
C1	537.50'	139.45'	S 20°47'47" W (S 20°48'03" W)	139.06'
C2	379.50'	98.51' (98.23')	S 20°48'17" W (S 20°48'03" W)	98.23'
C3	537.50'	20.01'	S 27°09'44" W	20.01'
C4	537.50'	119.44'	S 19°43'47" W	119.19'
C5	40.00'	52.45'	S 24°11'57" E	48.78'
C6	40.00'	64.32'	S 72°09'52" W	57.61'
C7	40.00'	62.83'	S 16°46'00" E	56.57'
C8	40.00'	62.83'	S 73°13'59" W	56.57'
C9	40.00'	62.83'	N 73°13'59" E	56.57'
C10	40.00'	62.83'	N 16°46'01" W	56.57'
C11	40.00'	62.83'	N 73°13'59" E	56.57'
C12	40.00'	62.83'	N 73°13'59" E	56.57'
C13	40.00'	62.83'	N 16°46'01" W	56.57'

(xxxx) = RECORD DATA

NOTES:

1. FIELD WORK COMPLETED ON AUGUST 11TH, 2016.
2. PLAT PREPARED FOR: CORPORATE DESIGN + DEVELOPMENT GROUP
3. BASIS OF BEARINGS IS TRUE NORTH BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, ILLINOIS EAST 1201 ZONE.
4. ANY DISCREPANCIES FOUND WITHIN THIS DOC. NEED TO BE REPORTED TO THE SURVEYOR AS SOON AS POSSIBLE.

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 13°22'07" W	111.81'
L2	S 28°14'26" W	180.37'
L3	S 72°08'28" W	73.45'
L4	S 13°22'07" W	91.79'
L5	S 13°22'07" W	20.02'

PROPERTY AREAS:

LOT 1:	177,929 SQ. FT.	OR	4.0847 ACRES
LOT 2:	164,128 SQ. FT.	OR	3.7679 ACRES
LOT 3:	309,452 SQ. FT.	OR	7.1040 ACRES
LOT 4:	2,250,219 SQ. FT.	OR	51.6579 ACRES
DEDICATION:	165,033 SQ. FT	OR	3.7886 ACRES
TOTAL AREA:	3,066,761 SQ. FT	OR	70.4031 ACRES

PERMANENT INDEX NUMBER (P.I.N. #):
03-25-126-002
03-24-378-004

FINAL PLAT OF LOT 5 IN TERRA BUSINESS PARK RESUBDIVISION

BEING A RESUBDIVISION OF PART OF LOT 5 IN TERRA BUSINESS PARK SUBDIVISION BEING A SUBDIVISION OF PART OF SECTION 24 AND 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN KANE COUNTY, ILLINOIS

COUNTY RECORDERS CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF KANE)

THIS INSTRUMENT _____ WAS FILED FOR RECORD IN THE RECORDERS OFFICE OF KANE COUNTY, ILLINOIS ON THE _____ DAY OF _____ A.D. 20__, AT _____ O'CLOCK _M.

_____
COUNTY RECORDER

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF KANE)

I, _____, COUNTY CLERK OF KANE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 20_____.

_____
COUNTY CLERK

VILLAGE BOARD CERTIFICATE OF APPROVAL

STATE OF ILLINOIS
SS
COUNTY OF KANE

UNDER THE AUTHORITY PROVIDED BY ORDINANCE NO. ADOPTED BY THE VILLAGE BOARD OF THE VILLAGE OF EAST DUNDEE, ILLINOIS, THIS PLAT WAS APPROVED BY THE VILLAGE OF EAST DUNDEE AND MUST BE RECORDED WITHIN SIXTY (60) DAYS OF THE DATE OF APPROVAL BY THE VILLAGE BOARD, OTHERWISE IT IS NULL AND VOID.

APPROVED BY THE VILLAGE BOARD OF TRUSTEES AT A MEETING HELD _____ .

_____
PRESIDENT

_____
VILLAGE CLERK

APPROVED BY THE VILLAGE ENGINEER

_____
VILLAGE ENGINEER

CERTIFICATE OF SPECIAL ASSESSMENTS

STATE OF ILLINOIS)
)SS
COUNTY OF KANE)

I, _____, VILLAGE TREASURER OF THE VILLAGE OF EAST DUNDEE, DO HEREBY CERTIFY THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE LAND INCLUDED IN THE PLAT.
DATED AT EAST DUNDEE, KANE COUNTY, ILLINOIS.

THIS _____ DAY OF _____, 20_____.

_____
VILLAGE TREASURER

WE, W-T LAND SURVEYING, INC, IN ACCORDANCE WITH THE PA 87-08705 (THE PLAT ACT) DO HEREBY DESIGNATE:

_____

AS THE PERSON WHO MAY RECORD THE FINAL SUBDIVISION PLAT

A TRUE COPY OF WHICH HAS BEEN RETAINED BY US TO ASSURE NO CHANGED HAVE BEEN MADE TO SAID PLAT.

DATED THIS _____ DAY OF _____ A.D._____.

_____
FRANJO I. MATICIC – PLS #035-003556 EXPIRES 11/30/2018
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184-004387

LOCATION MAP

6/30/17 REVISED EASEMENT INFO ON LOT 1
6/19/17 REVISED CURVE DATA FOR CURVE C4
6/8/17 ADDRESSED VILLAGE COMMENTS/ADDED 40' RADIUS AT DEDICATED ROADWAY INTERSECTIONS
4/18/17 REVISED PER VILLAGE COMMENTS
4/7/17 ADDED TEMPORARY CONSTRUCTION EASEMENT
3/15/17 REVISED PROPOSED UTILITY EASEMENT
2/13/17 ADDRESSED COMMENTS & ADDED VACATED/RELOCATED EASEMENT
1/26/17 ISSUED PRELIMINARY PLAT FOR REVIEW

SCALE : 1"=100'	FINAL PLAT OF RESUBDIVISION
DRAWN : MWO	
BOUNDARY : FIM	
FIELD WORK : BSA	
CHECK : FIM	PREPARED BY: W-T LAND SURVEYING, LAND AND CONSTRUCTION SURVEYORS, 2675 Pratum Avenue, Hoffman Estates, Illinois 60192, PH: (224) 293-6333 FAX: (224) 293-6444, www.wtengineering.com, IL. LICENSE NO.: 184.007570-0015 EXP: 04/30/19
JOB : S16150SUB	
SHEET SUB-2 OF TWO SHEETS	

OWNER'S CERTIFICATE CERTIFICATE

STATE OF _____
SS
COUNTY OF _____

THIS IS TO CERTIFY THAT PAL LAND, LLC IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN HAS CAUSED AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

THIS IS ALSO TO CERTIFY THAT THE UNDERSIGNED, AS OWNER OF THE PROPERTY, HAVE DETERMINED TO THE BEST OF THEIR KNOWLEDGE, THE SCHOOL DISTRICT IN WHICH PROPOSED SUBDIVISION LIES IS LOCATED IN:

DISTRICT 300

DATED THIS _____ DAY OF _____ A.D. 20____.

_____
OWNER

_____
PRINTED NAME AND TITLE

NOTARY'S CERTIFICATE

STATE OF _____
SS
COUNTY OF _____

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO CERTIFY THAT _____ AND _____ OF SAID CORPORATION, IS 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 ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THIS INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, AS GIVEN UNDER MY HAND AND NOTARIAL SEAL,

THIS ____ DAY OF _____ A.D. _____

MY COMMISSION EXPIRIES _____

_____
NOTARY PUBLIC

ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT OF §2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS," AS AMENDED. A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL, BE REQUIRED BY THE DEPARTMENT.

_____
ANTHONY J. QUIGLEY, P.E.
REGION ONE ENGINEER

UTILITY EASEMENT PROVISIONS (CABLE, ELECTRIC AND PHONE)

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO

COMMONWEALTH EDISON COMPANY
SBC, AMERITECH ILLINOIS A.K.A. ILLINOIS BELL TELEPHONE COMPANY, GRANTEES,
COMCAST CORPORATION

THEIR RESPECTIVE LICENSEES, SUCCESSORS, AND ASSIGNS, JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED LINES ON THE PLAT AND MARKED "UTILITY EASEMENT" (UE), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS" AND THE PROPERTY DESIGNATED ON THE PLAT AS " COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHTS TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED LINES MARKED " UTILITY EASEMENT" (UE), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT AS "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHTS TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM, OR REMOVE THE TREES, BUSHES, ROOTS AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED LINES MARKED "UTILITY EASEMENTS" (UE) WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF. THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANINGS SET FORTH FOR SUCH A TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILCS 605/2, AS AMENDED FROM TIME TO TIME. THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHILE OR AS AN APPOINTMENT TO THE SEPARATELY OWED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING", AND "COMMON AREA". THE TERM "COMMON AREA OR AREAS", AND "COMMON ELEMENTS" INCLUDE REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL, RETENTION POND OR MECHANICAL EQUIPMENT. RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF THE GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

VILLAGE UTILITY EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH DOMESTIC WATER, SANITARY SEWERS, STORM WATER DRAINAGE AND OTHER VILLAGE UTILITIES IS HEREBY RESERVED AND GRANTED TO THE VILLAGE OF EAST DUNDEE, ILLINOIS, ITS SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE, MAINTAIN, RELOCATE, RENEW AND REMOVE FACILITIES USED IN CONNECTION WITH SEWERS, WATER MAINS, AND OTHER VILLAGE UTILITIES IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THE PLAT AND MARKED "VILLAGE UTILITY EASEMENT", "V.U.E." (OR SIMILAR DESIGNATION) AND THOSE PARTS DESIGNATED ON THE PLAT AS DEDICATED FOR PUBLIC STREETS, TOGETHER WITH THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE PROPERTY FOR ALL SUCH PURPOSES.

OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES SUCH AS THE INSTALLATION OF TREES, SHRUBS, HEDGES, BUSHES, PLAYGROUND EQUIPMENT, FENCES, SHEDS OR OTHER BUILDINGS. SAID EASEMENTS MAY BE USED FOR LANDSCAPING, DRIVEWAYS, AND PARKING. HOWEVER, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN ANY MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF, OR WITH THE SURFACE DRAINAGE THEREON

SURVEYORS CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF COOK)

THIS IS TO STATE THAT I, FRANJO I. MATICIC, ILLINOIS PROFESSIONAL LAND SURVEYORS #035-003556, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

LOT 5 IN TERRA BUSINESS PARK SUBDIVISION BEING A SUBDIVISION OF PART OF SECTION 24 AND 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 26TH, 2007 AS DOCUMENT NUMBER 2007K124883, IN KANE COUNTY, ILLINOIS

EXCEPTING THE LAND LYING NORTH OF THE SOUTH LINE OF THE FOLLOWING DESCRIBED PROPERTY (CONVEYED BY DEED RECORDED JANUARY 14, 2016 AS DOCUMENT 20116K002190):

THAT PART OF LOT 5 IN TERRA BUSINESS PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 24 AND SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 26, 2007 AS DOCUMENT NUMBER 2007K124883, TOGETHER WITH PART OF THE SOUTH HALF OF SECTION 24, AFOREMENTIONED, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 5; THENCE NORTH 00 DEGREES 02 MINUTES 30 SECONDS EAST ALONG THE EASTERLY LINE OF DUNDEE TOWNSHIP CEMETERY PER DOCUMENT NUMBER 366360, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE CONTINUING NORTH 00 DEGREES 02 MINUTES 30 SECONDS EAST ALONG THE EASTERLY LINE OF DUNDEE TOWNSHIP CEMETERY PER DOCUMENT 366360 AND 802497, A DISTANCE OF 420.00 FEET; THENCE SOUTH 86 DEGREES 30 MINUTES 13 SECONDS EAST, 2048.80 FEET; THENCE SOUTH 14 DEGREES 03 MINUTES 13 SECONDS WEST, 360.20 FEET TO A POINT ON THE NORTHWESTERLY LINE OF CHRISTINA DRIVE, ACCORDING TO THE PLAT OF DEDICATION THEREOF RECORDED JANUARY 17, 2013 AS DOCUMENT NUMBER 2013K004617; THENCE SOUTHWESTERLY ALONG THE CURVED NORTHWESTERLY LINE OF SAID CHRISTINA DRIVE, BEING THE ARC OF A CIRCLE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 539.50 FEET, AN ARC DISTANCE ON 69.09 FEET (THE CHORD OF WHICH BEARS SOUTH 31 DEGREES 54 MINUTES 06 SECONDS WEST AND MEASURES 69.04 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 28 DEGREES 13 MINUTES 59 SECONDS WEST ALONG SAID NORTHWESTERLY LINE OF CHRISTINA DRIVE, 390.15 FEET; THENCE SOUTH 61 DEGREES 47 MINUTES 21 SECONDS EAST ALONG A SOUTHWESTERLY LINE OF SAID CHRISTINA DRIVE, 7.00 FEET TO IT INTERSECTION WITH THE NORTHWESTERLY LINE OF CHRISTINA DRIVE AS DEDICATED ON THE AFORESAID PLAT OF TERRA BUSINESS PARK SUBDIVISION; THENCE SOUTH 28 DEGREES 13 MINUTES 59 SECONDS WEST ALONG SAID NORTHWESTERLY OF CHRISTINA DRIVE, SAID LINE ALSO BEING A SOUTHERLY LINE OF LOT 5 IN SAID SUBDIVISION, 72.05 FEET; THENCE NORTH 61 DEGREES 46 MINUTES 01 SECONDS WEST, 1105.48 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 30 SECONDS WEST, 734.90 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

I FURTHER STATE THAT ACCORDING TO OUR INTERPOLATION OF THE FLOOD INSURANCE RATE MAP THIS SITE IS LISTED AS BEING IN A ZONE "X", DESCRIBED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN" PER F.E.M.A. PANEL NO. 17089C0159H DATED AUGUST 3RD, 2009.

GIVEN UNDER OUR HAND AND SEAL THIS _____ DAY OF _____ A.D._____. AT HOFFMAN ESTATES, ILLINOIS.

W-T LAND SURVEYING, INC. ILLINOIS

FOR REVIEW 6/30/17

_____
FRANJO I. MATICIC – PLS #035-003556 EXPIRES 11/30/2018
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184-004387

Proposed Final Plat of Resubdivision of Lot 5

Exhibit B

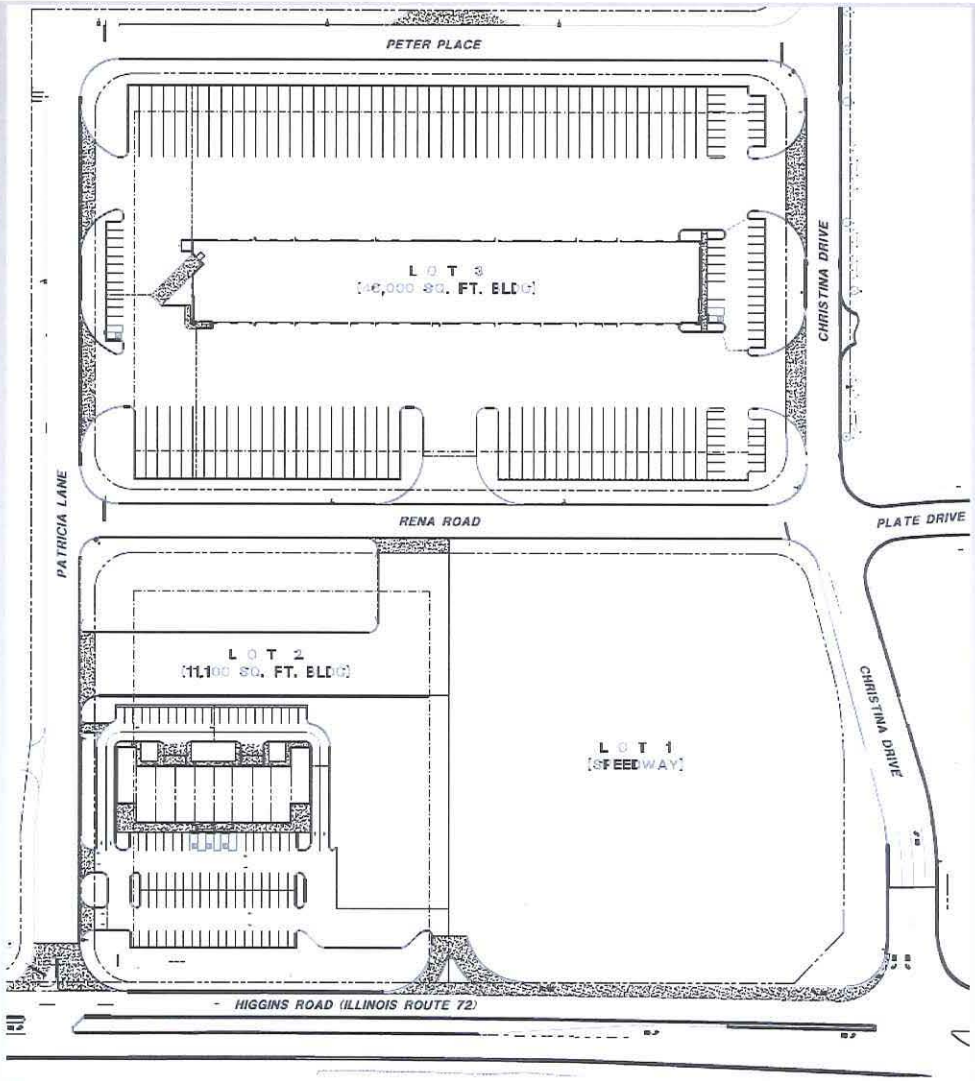
Legal Description of Subject Property

Parcel 1:
Lots 2, 3 and the southerly 975 feet of 4 in the Final Plat of Lot 5 in Terra Business Park Resubdivision, according to the plat thereof recorded on _____, 2017, as Document Number in the office of the Recorder of Deeds of Kane County, Illinois.[2]

Parcel 2:
Lot 1 in Terra Business Park Subdivision, according to the plat thereof recorded on December 26, 2007, as Document Number 2007K124883 in the office of the Recorder of Deeds of Kane County, Illinois.

[2] See footnote 1 on prior page.

Exhibit C



1st Project