

<p>Village President P. Sean Michels</p> <p>Village Clerk Cynthia Galbreath</p> <p>Village Administrator Brent M. Eichelberger</p>	 <p><b>SUGAR GROVE</b> 10 S. Municipal Drive Sugar Grove, Illinois 60554 Phone: 630-466-4507 Fax: 630-466-4521</p>	<p>Village Trustees</p> <p>Robert Bohler Kevin Geary Sean Herron Mari Johnson Rick Montalto David Paluch</p>
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**December 3, 2013  
Board Meeting  
6:00 P.M.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Hearing:
  - a. Annexation Agreement – 3 Walnut Drive
5. Appointments and Presentations
  - a. None
6. Public Comment on Items Scheduled for Action
7. Consent Agenda
  - a. Approval: Minutes November 19, 2013 Meeting
  - b. Approval: Vouchers
  - c. Resolution: Review of Closed Session Minutes
  - d. Ordinance: Tax Levy for the Fiscal Year May 1, 2013 to April 30, 2014
  - e. Ordinance: 2013-1203MPROS, An Ordinance for Tax Levy of the Mallard Point Special Service Area Assessment for the Fiscal Year May 1, 2014 to April 30, 2015
  - f. Ordinance: 2013-1203MPRO, An Ordinance for Tax Levy of the Mallard Point Special Assessment for the Fiscal Year May 1, 2014 to April 30, 2015.
  - g. Ordinance: 2013-1203FDB, An Ordinance Abating 2013 Taxes related to Debt Service on the \$2,640,000 2006 General Obligation Alternate Revenue Bonds.
  - h. Ordinance: 2013-1203FDC, An Ordinance Abating 2013 Taxes related to Debt Service on the \$8,500,000 2006A General Obligation Alternate Revenue Bonds.
  - i. Ordinance: 2013-12034FDD, An Ordinance Abating 2013 Taxes related to Debt Service on the \$2,585,000 2008A General Obligation Alternate Revenue Bonds.
  - j. Ordinance: 2013-1203FDE, An Ordinance Abating 2013 Taxes related to Debt Service on the \$590,000 2008B General Obligation Alternate Revenue Bonds.
  - k. Ordinance: 2013-1203FDF, An Ordinance Abating 2013 Taxes related to Debt Service on the \$2,930,000 2009 General Obligation Alternate Revenue Bonds.
  - l. Ordinance: 2013-1203FDG, An Ordinance Abating 2013 Taxes related to Debt Service on the \$5,930,000 2013 (A and B) General Obligation Refunding Alternate Revenue Bonds
  - m. Ordinance: Authorizing an Annexation Agreement – 3 Walnut Lane
  - n. Resolution: Accepting a Grant of Easement - Denny Road
  - o. Ordinance: Declaring Surplus Property
8. General Business
  - a. Ordinance: Authorizing Execution of an Annexation Agreement for Property at 88 & 47
  - b. Ordinance: Annexing Property at 88 & 47
  - c. Resolution: Authorizing Execution of a IGA for 88 & 47 Intersection Improvements Phase I Engineering
9. New Business
10. Reports
  - a. Staff Reports
  - b. Trustee Reports
  - c. Presidents Report
11. Public Comments
12. Airport Report
13. Closed Session: Land Acquisition, Personnel, Litigation
14. Adjournment

<p>Village President P. Sean Michels</p> <p>Village Clerk Cynthia Galbreath</p> <p>Village Administrator Brent M. Eichelberger</p>	 <p>10 S. Municipal Drive Sugar Grove, Illinois 60554 Phone: 630-466-4507 Fax: 630-466-4521</p>	<p>Village Trustees</p> <p>Robert Bohler Kevin Geary Sean Herron Mari Johnson Rick Montalto David Paluch</p>
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**Committee of the Whole Meeting  
December 3, 2013  
6:30 p.m.**

1. Call to Order
2. Roll Call
3. Public Comment
4. Discussion:                   6 Month Budget Update
5. Discussion:                   Comprehensive Sign Ordinance
6. Closed Session               Personnel, Land Acquisition, Litigation
7. Adjournment

*The consent agenda is made up of items that have been previously discussed, non-controversial, or routine in subject manner and are voted on as a 'package'. However, by simple request any member of the Board may remove an item from the consent agenda to have it voted upon separately. Items that are marked as \*STAR – indicate that the item is Subject to Attorney Review*

Members of the public wishing to address the Board shall adhere to the following rules and procedures:

1. Complete the public comment sign-in sheet prior to the start of the meeting.
2. The Village President will call members of the public to the podium at the appropriate time.
3. Upon reaching the podium, the speaker should clearly state his or her name and address.
4. Individual comment is limited to three (3) minutes. The Village President will notify the speaker when time has expired.
5. Persons addressing the Board shall refrain from commenting about the private activities, lifestyles, or beliefs of others, including Village employees and elected officials, which are unrelated to the business of the Village Board. Also, speakers should refrain from comments or conduct that is uncivil, rude, vulgar, profane, or otherwise disruptive. Any person engaging in such conduct shall be requested to leave the meeting.
6. The aforementioned rules pertaining to public comment may be waived by the Village President, or by a majority of a quorum of the Village Board.
7. Except during the time allotted for public discussion and comment, no person, other than a member of the Board, shall address that body, except with the consent of two (2) of the members present.

**VILLAGE OF SUGAR GROVE  
KANE COUNTY, ILLINOIS**

**ORDINANCE NO. 2013-1203FDC**

**An Ordinance abating  
The tax heretofore levied for the year 2013  
To pay debt service on \$8,500,000  
General Obligation Bonds (Alternate Revenue Source)  
Of the Village of Sugar Grove, Kane County, Illinois**

Adopted by the President and  
Board of Trustees of the Village of Sugar Grove  
this 3rd day of December, 2013

Published in Pamphlet Form  
by authority of the Board of Trustees  
of the Village of Sugar Grove, Kane County,  
Illinois, this 3rd day of December, 2013

**ORDINANCE NO. 2013-1203FDC**

**An Ordinance abating  
The tax heretofore levied for the year 2013  
To pay debt service on \$8,500,000  
General Obligation Bonds (Alternate Revenue Source)  
Of the Village of Sugar Grove, Kane County, Illinois**

**NOW, THEREFORE, BE IT ORDAINED**, by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

**WHEREAS**, the President and Board of Trustees (the “Board”) of the Village of Sugar Grove, Kane County, Illinois (the “Issuer”), by ordinance adopted on the 6<sup>th</sup> day of June, 2006, (the “Ordinance”), did provide for the issue of \$8,500,000 General Obligation Bonds (Alternate Revenue Source) (the “Bonds”), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

**WHEREAS**, the issuer will have Pledged Revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

**WHEREAS**, it is necessary and in the best interests of the Issuer that the tax heretofore levied for the year 2013 to pay such debt service be abated:

**NOW, THEREFORE**, Be It and It is Hereby Ordained by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

Section 1:     Abatement of Tax. The tax heretofore levied for the year 2013 in the Ordinance is hereby abated in its entirety.

Section 2:     Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Village Clerk shall file a certified copy hereof with the County Clerk of Kane County, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2013 in accordance with the provisions hereof.

Section 3:     Effective Date. This ordinance shall be in full force and effect forthwith upon its adoption.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on this 3rd day of December, 2013.

\_\_\_\_\_  
P. Sean Michels, President of the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois.

ATTEST: \_\_\_\_\_  
Cynthia L. Galbreath, Clerk, Village of Sugar Grove

	Aye	Nay	Absent
Bohler	_____	_____	_____
Geary	_____	_____	_____
Johnson	_____	_____	_____
Herron	_____	_____	_____
Montalto	_____	_____	_____
Paluch	_____	_____	_____

ORDINANCE NO. 2013-1203FDA

AN ORDINANCE FOR TAX LEVY  
FOR THE FISCAL YEAR  
MAY 1, 2014 TO APRIL 30, 2015

PASSED BY THE BOARD OF TRUSTEES  
AND PRESIDENT OF THE  
VILLAGE OF SUGAR GROVE

This 3rd day of December, 2013.

Published in pamphlet form  
by authority of the Board of Trustees of the  
Village of Sugar Grove, Kane County, Illinois

This 3rd day of December, 2013.

**ORDINANCE No. 2013-1203FDA**

**ANNUAL TAX LEVY ORDINANCE**

An Ordinance levying taxes for all corporate purposes for the VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS, for the fiscal year commencing on May 1, 2014 and ending April 30, 2015.

BE IT ORDAINED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois:

**SECTION ONE:** That the amounts herein after set forth or so much thereof as may be authorized by law, and the same is hereby levied for such purposes as General Corporate, Police Protection, Police Pension, Audit, Liability Insurance, Illinois Municipal Retirement Fund, Social Security, Street Lighting, General Obligation Bonds, for the fiscal year of the said Village of Sugar Grove, Kane County, Illinois, beginning May 1, 2014 and ending April 30, 2015.

**SECTION TWO:** The amounts levied for each object or purpose is as follows:

	<b>BUDGET</b>	<b>TO BE PAID BY SOURCES OTHER THAN PROPERTY TAX</b>	<b>AMOUNT TO BE PAID BY PROPERTY TAX</b>
<b>I. GENERAL FUND</b>			
<u>Information Technology</u>			
Contractual services	\$ 36,117		
Commodities	<u>20</u>		
Total Information Technology	<u>36,137</u>		
 <u>Administration</u>			
Personal services	251,427		
Contractual services	117,666		
Commodities	<u>1,135</u>		
Total Administration	<u>370,228</u>		
 <u>Police</u>			
Personal services	1,772,363		
Contractual services	294,440		
Commodities	84,295		
Transfers	<u>66,163</u>		
Total Police	<u>2,217,261</u>		
 <u>Streets Division</u>			
Personal services	329,992		
Contractual services	157,767		
Commodities	282,675		
Transfers	<u>75,329</u>		
Total Streets	<u>849,763</u>		
 <u>Building Maintenance</u>			
Personal services	98,923		
Contractual services	28,744		
Commodities	16,975		
Transfers	<u>5,786</u>		
Total Building Maintenance	<u>150,428</u>		

ANNUAL TAX LEVY ORDINANCE  
Page 2

	BUDGET	TO BE PAID BY SOURCES OTHER THAN PROPERTY TAX	AMOUNT TO BE PAID BY PROPERTY TAX
<b>I. GENERAL FUND (CONTINUED)</b>			
<u>Community Development</u>			
Personal services	\$ 372,764		
Contractual services	245,530		
Commodities	4,600		
Transfers	<u>5,688</u>		
Total Community Development	<u>628,582</u>		
<u>Finance</u>			
Personal services	129,503		
Contractual services	25,418		
Commodities	<u>1,995</u>		
Total Finance	<u>156,916</u>		
<u>Board &amp; Commissions</u>			
Personal services	58,812		
Contractual services	116,726		
Commodities	<u>900</u>		
Total Board & Commissions	<u>176,438</u>		
<b>TOTAL FOR GENERAL FUND:</b>	<b><u>\$4,585,753</u></b>	<b><u>\$1,991,026</u></b>	<b><u>\$2,594,727</u></b>

**SAID AMOUNTS ARE HEREBY LEVIED:**

GENERAL CORPORATE TAX	\$1,302,947
ILLINOIS MUNICIPAL RETIREMENT TAX	53,335
POLICE PROTECTION TAX	223,357
POLICE PENSION TAX	472,295
AUDIT TAX	22,951
LIABILITY INSURANCE TAX	109,427
STREET LIGHTING TAX	90,840
SOCIAL SECURITY TAX	<u>319,575</u>
<b>TOTAL</b>	<b><u>\$2,594,727</u></b>

**ANNUAL TAX LEVY ORDINANCE**

Page 3

	<b>BUDGET</b>	<b>TO BE PAID BY SOURCES OTHER THAN PROPERTY TAX</b>	<b>AMOUNT TO BE PAID BY PROPERTY TAX</b>
<b>II. BOND DEBT FUND</b>			
*2006 Principal payment	285,000		
*2006 Interest payment	92,137		
*2006 Fiscal agent fees	<u>500</u>		
2006 GO Bond Debt	<u>377,637</u>	500	<u>\$377,137*</u>
*2006A Principal payment	375,000		
*2006A Interest payment	15,187		
*2006A Fiscal agent fees	<u>500</u>		
2006A GO Bond Debt	<u>390,687</u>	500	<u>\$390,187*</u>
*2008A Principal payment	45,000		
*2008A Interest payment	95,525		
*2008A Fiscal agent fees	<u>500</u>		
2008A GO Bond Debt	<u>141,025</u>	500	<u>\$140,525*</u>
*2009 Principal payment	250,000		
*2009 Interest payment	66,465		
*2009 Fiscal agent fees	<u>500</u>		
2009 GO Bond Debt	<u>316,965</u>	500	<u>\$316,465*</u>
*2013A Principal payment	0		
*2013A Interest payment	142,513		
*2013A Fiscal agent fees	<u>500</u>		
2013A GO Bond Debt	<u>143,013</u>	500	<u>\$142,513*</u>
*2013B Principal payment	55,000		
*2013B Interest payment	3,618		
*2013B Fiscal agent fees	<u>500</u>		
2013B GO Bond Debt	<u>59,118</u>	<u>500</u>	<u>\$ 58,618*</u>
Total GO Bond Debt	1,428,445		
* Total Amount Abated	<u>(1,425,445)*</u>		
Total Requested for Bond Debt	<u>\$ 3,000</u>	<u>\$3,000</u>	<u>\$ 0</u>
<b>SAID AMOUNTS ARE HEREBY LEVIED:</b>			
<b>BOND DEBT TAX</b>			<u><u>\$ 0</u></u>

**ANNUAL TAX LEVY ORDINANCE**

**Page 4**

**SECTION THREE:** That the Village Clerk shall make and file with the County Clerk of said County of Kane, a duly certified copy of this Ordinance and that the amount levied by Section Two of the Ordinance is required by said Village of Sugar Grove as aforesaid and extended upon the appropriation tax book for the fiscal year of said Village of Sugar Grove beginning May 1, 2014 and ending April 30, 2015.

**SECTION FOUR:** If any section, subdivision, sentence or clause of the Ordinance is for any reason held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

**SECTION FIVE:** This Ordinance shall be in full force and effect from and after its passage, approval and recording according to law.

**PASSED** this 3rd day of December, 2013, pursuant to roll call as follows:

Trustee Bohler	_____	Trustee Herron	_____
Trustee Geary	_____	Trustee Montalto	_____
Trustee Johnson	_____	Trustee Paluch	_____

**PASSED AND APPROVED THIS 3RD DAY OF DECEMBER, 2013.**

\_\_\_\_\_  
P. Sean Michels  
President of the Village of Sugar Grove

ATTEST:

\_\_\_\_\_  
Cynthia L. Galbreath  
Clerk of the Village of Sugar Grove

## Truth in Taxation Certificate

I, P. Sean Michels, presiding officer of the Village of Sugar Grove, hereby certifies that I am the presiding officer of the Village of Sugar Grove, and as such presiding officer I hereby certify that the levy ordinance, a copy of which is appended hereto, was adopted pursuant to, and in all respects in compliance with, the provisions of Section 4 through 7 of the Truth in Taxation Act”.

The notice and hearing requirements of Section 6 of the Act are applicable.

The notice requirements of Section 7 of the Act are inapplicable.

Date: December 3, 2013

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P. Sean Michels  
Village President

## **CERTIFICATE**

I, Cynthia L. Galbreath, certify that I am the appointed Municipal Clerk of the Village of Sugar Grove, Kane County, Illinois.

I further certify that on December 3, 2013 the President and Board of Trustees of the Village of Sugar Grove adopted Ordinance , An Ordinance for Tax Levy for the Fiscal Year May 1, 2014 to April 30, 2015.

I hereby certify that the attached Ordinance is a true copy of the Ordinance that was duly adopted by the Village of Sugar Grove Board of Trustees, at a meeting which was held on December 3, 2013 at 6:00 p.m. at which a quorum was present and acting throughout and that said copy has been compared by me with the original ordinance which was signed by the Village President on December 3, 2013.

Dated at Sugar Grove, Illinois this 3rd day of December, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village, this 3rd day of December, 2013.

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Cynthia L. Galbreath, Village Clerk

**VILLAGE OF SUGAR GROVE  
KANE COUNTY, ILLINOIS**

**ORDINANCE NO. 2013-1203FDB**

**An Ordinance abating  
The tax heretofore levied for the year 2013  
To pay debt service on \$2,640,000  
General Obligation Bonds (Alternate Revenue Source)  
Of the Village of Sugar Grove, Kane County, Illinois**

Adopted by the President and  
Board of Trustees of the Village of Sugar Grove  
this 3rd day of December, 2013

Published in Pamphlet Form  
by authority of the Board of Trustees  
of the Village of Sugar Grove, Kane County,  
Illinois, this 3rd day of December, 2013

**ORDINANCE NO. 2013-1203FDB**

**An Ordinance abating  
The tax heretofore levied for the year 2013  
To pay debt service on \$2,640,000  
General Obligation Bonds (Alternate Revenue Source)  
Of the Village of Sugar Grove, Kane County, Illinois**

**NOW, THEREFORE, BE IT ORDAINED**, by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

**WHEREAS**, the President and Board of Trustees (the “Board”) of the Village of Sugar Grove, Kane County, Illinois (the “Issuer”), by ordinance adopted on the 18<sup>th</sup> day of April, 2006, (the “Ordinance”), did provide for the issue of \$2,640,000 General Obligation Bonds (Alternate Revenue Source) (the “Bonds”), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

**WHEREAS**, the issuer will have Pledged Revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

**WHEREAS**, it is necessary and in the best interests of the Issuer that the tax heretofore levied for the year 2013 to pay such debt service be abated:

**NOW, THEREFORE, Be It and It is Hereby Ordained** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

**Section 1:**     **Abatement of Tax.** The tax heretofore levied for the year 2013 in the Ordinance is hereby abated in its entirety.

**Section 2:**     **Filing of Ordinance.** Forthwith upon the adoption of this ordinance, the Village Clerk shall file a certified copy hereof with the County Clerk of Kane County, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2013 in accordance with the provisions hereof.

**Section 3:**     **Effective Date.** This ordinance shall be in full force and effect forthwith upon its adoption.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on this 3rd day of December, 2013.

\_\_\_\_\_  
P. Sean Michels, President of the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois.

ATTEST: \_\_\_\_\_  
Cynthia L. Galbreath, Clerk, Village of Sugar Grove

	Aye	Nay	Absent
Bohler	_____	_____	_____
Geary	_____	_____	_____
Johnson	_____	_____	_____
Herron	_____	_____	_____
Montalto	_____	_____	_____
Paluch	_____	_____	_____

**VILLAGE OF SUGAR GROVE  
KANE COUNTY, ILLINOIS**

**ORDINANCE NO. 2013-1203FDE**

**An Ordinance abating  
The tax heretofore levied for the year 2013  
To pay debt service on \$590,000  
General Obligation Bonds (Alternate Revenue Source)  
Of the Village of Sugar Grove, Kane County, Illinois**

Adopted by the President and  
Board of Trustees of the Village of Sugar Grove  
this 3rd day of December, 2013

Published in Pamphlet Form  
by authority of the Board of Trustees  
of the Village of Sugar Grove, Kane County,  
Illinois, this 3rd day of December, 2013

**ORDINANCE NO. 2013-1203FDE**

**An Ordinance abating  
The tax heretofore levied for the year 2013  
To pay debt service on \$590,000  
General Obligation Bonds (Alternate Revenue Source)  
Of the Village of Sugar Grove, Kane County, Illinois**

**NOW, THEREFORE, BE IT ORDAINED**, by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

**WHEREAS**, the President and Board of Trustees (the “Board”) of the Village of Sugar Grove, Kane County, Illinois (the “Issuer”), by ordinance adopted on the 17<sup>th</sup> day of June, 2008, (the “Ordinance”), did provide for the issue of \$590,000 General Obligation Bonds (Alternate Revenue Source) (the “Bonds”), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

**WHEREAS**, the issuer will have Pledged Revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

**WHEREAS**, it is necessary and in the best interests of the Issuer that the tax heretofore levied for the year 2013 to pay such debt service be abated:

**NOW, THEREFORE, Be It and It is Hereby Ordained** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

**Section 1:**     **Abatement of Tax.** The tax heretofore levied for the year 2013 in the Ordinance is hereby abated in its entirety.

**Section 2:**     **Filing of Ordinance.** Forthwith upon the adoption of this ordinance, the Village Clerk shall file a certified copy hereof with the County Clerk of Kane County, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2013 in accordance with the provisions hereof.

**Section 3:**     **Effective Date.** This ordinance shall be in full force and effect forthwith upon its adoption.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on this 3rd day of December, 2013.

\_\_\_\_\_  
P. Sean Michels, President of the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois.

ATTEST: \_\_\_\_\_  
Cynthia L. Galbreath, Clerk, Village of Sugar Grove

	Aye	Nay	Absent
Bohler	_____	_____	_____
Geary	_____	_____	_____
Johnson	_____	_____	_____
Herron	_____	_____	_____
Montalto	_____	_____	_____
Paluch	_____	_____	_____

**VILLAGE OF SUGAR GROVE  
KANE COUNTY, ILLINOIS**

**ORDINANCE NO. 2013-1203FDF**

**An Ordinance abating  
The tax heretofore levied for the year 2013  
To pay debt service on \$2,930,000  
General Obligation Bonds (Alternate Revenue Source)  
Of the Village of Sugar Grove, Kane County, Illinois**

Adopted by the President and  
Board of Trustees of the Village of Sugar Grove  
this 3rd day of December, 2013

Published in Pamphlet Form  
by authority of the Board of Trustees  
of the Village of Sugar Grove, Kane County,  
Illinois, this 3rd day of December, 2013

**ORDINANCE NO. 2013-1203FDF**

**An Ordinance abating  
The tax heretofore levied for the year 2013  
To pay debt service on \$2,930,000  
General Obligation Bonds (Alternate Revenue Source)  
Of the Village of Sugar Grove, Kane County, Illinois**

**NOW, THEREFORE, BE IT ORDAINED**, by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

**WHEREAS**, the President and Board of Trustees (the “Board”) of the Village of Sugar Grove, Kane County, Illinois (the “Issuer”), by ordinance adopted on the 17<sup>th</sup> day of February, 2009, (the “Ordinance”), did provide for the issue of \$2,930,000 General Obligation Bonds (Alternate Revenue Source) (the “Bonds”), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

**WHEREAS**, the issuer will have Pledged Revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

**WHEREAS**, it is necessary and in the best interests of the Issuer that the tax heretofore levied for the year 2013 to pay such debt service be abated:

**NOW, THEREFORE, Be It and It is Hereby Ordained** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

**Section 1:**     **Abatement of Tax.** The tax heretofore levied for the year 2013 in the Ordinance is hereby abated in its entirety.

**Section 2:**     **Filing of Ordinance.** Forthwith upon the adoption of this ordinance, the Village Clerk shall file a certified copy hereof with the County Clerk of Kane County, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2013 in accordance with the provisions hereof.

**Section 3:**     **Effective Date.** This ordinance shall be in full force and effect forthwith upon its adoption.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on this 3rd day of December, 2013.

\_\_\_\_\_  
P. Sean Michels, President of the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois.

ATTEST: \_\_\_\_\_  
Cynthia L. Galbreath, Clerk, Village of Sugar Grove

	Aye	Nay	Absent
Bohler	___	___	___
Geary	___	___	___
Johnson	___	___	___
Herron	___	___	___
Montalto	___	___	___
Paluch	___	___	___

## ORDINANCE

ORDINANCE abating the tax hereto levied for the year 2013 to pay the principal of and interest on \$5,930,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2013 (A and B), of the Village of Sugar Grove, Kane County, Illinois.

WHEREAS the President and Board of Trustees (the “*Corporate Authorities*”) of the Village of Sugar Grove, Kane County, Illinois (the “*Village*”), by Ordinance Number 2013-0305FI1, adopted on the 5th day of March, 2013 (the “*Ordinance*”), did provide for the issue of \$5,930,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2013 (the “*Bonds*”), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS the Village has deposited sufficient Pledged Revenues (as defined in the Ordinance) in the Bond Fund (as defined in the Ordinance) for the purpose of paying the principal of and interest on the Bonds up to and including December 15, 2014; and

WHEREAS it is necessary and in the best interests of a the Village that the tax heretofore levied for the year 2013 to pay the principal of and interest on the Bonds be abated;

NOW THEREFORE Be It Ordained by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

*Section 1. Abatement of Tax.* The tax heretofore levied for the year 2013 in the Ordinance is hereby abated in its entirety.

*Section 2. Filing of Ordinance.* Forthwith upon the adoption of this ordinance, the Village Clerk shall file a certified copy hereof with the County Clerk of The County of Kane, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2013 in accordance with the provisions hereof.

*Section 3. Effective Date.* This ordinance shall be in full force and effect forthwith upon its passage by the Corporate Authorities and signing and approval by the President.

Passed by the President and Board of Trustees on the 3<sup>rd</sup> day of December, 2013.

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

Approved on the 3<sup>rd</sup> day of December, 2013.

\_\_\_\_\_

President

Recorded in the Village Records on the 3<sup>rd</sup> day of December, 2013.

ATTEST:

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

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF KANE        )

**FLING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Kane, Illinois, and as such official I do further certify that on the \_\_\_\_day of December, 2013, there was filed in my office a duly certified copy of Ordinance No. 2013-1203FDG entitled:

ORDINANCE abating the tax hereto levied for the year 2013 to pay the principal of and interest on \$5,930,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2013, of the Village of Sugar Grove, Kane County, Illinois.

(the “*Ordinance*”) duly adopted by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois (the “*Village*”), on the 3rd day of December, 2013, and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the year 2013 for the payment of the Village’s \$5,930,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2013, as described in the Ordinance will be abated in their entirety as provided in the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County this \_\_\_\_day of December, 2013.

\_\_\_\_\_  
County Clerk

[SEAL]

ORDINANCE NO. 2013-1203MPROS

AN ORDINANCE FOR TAX LEVY OF THE  
MALLARD POINT SPECIAL SERVICE AREA ASSESSMENT  
FOR THE FISCAL YEAR  
MAY 1, 2014 TO APRIL 30, 2015

PASSED BY THE BOARD OF TRUSTEES  
AND PRESIDENT OF THE  
VILLAGE OF SUGAR GROVE

This 3rd day of December, 2013.

Published in pamphlet form  
by authority of the Board of Trustees of the  
Village of Sugar Grove, Kane County, Illinois

This 3rd day of December, 2013.

## ORDINANCE No. 2013-1203MPROS

An Ordinance levying taxes for the Mallard Point Special Service Area Assessment for the VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS, for the fiscal year commencing on May 1, 2014 and ending April 30, 2015.

BE IT ORDAINED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois:

**SECTION ONE:** That the amounts herein after set forth or so much thereof as may be authorized by law, and the same is hereby levied for the Mallard Point Special Service Area Assessment, for the fiscal year of the said Village of Sugar Grove, Kane County, Illinois, beginning May 1, 2014 and ending April 30, 2015.

**SECTION TWO:** The amount hereby levied for the Mallard Point Special Service Area Assessment is \$12,250.15.

**SECTION THREE:** That the Village Clerk shall make and file with the County Clerk of said County of Kane, a duly certified copy of this Ordinance and that the amount levied by Section Two of the Ordinance is required by said Village of Sugar Grove as aforesaid and extended upon the appropriation tax book for the fiscal year of said Village of Sugar Grove beginning May 1, 2014 and ending April 30, 2015.

**SECTION FOUR:** If any section, subdivision, sentence or clause of the Ordinance is for any reason held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

**SECTION FIVE:** This Ordinance shall be in full force and effect from and after its passage, approval and recording according to law.

**PASSED** this 3rd day of December, 2013, pursuant to roll call as follows:

Trustee Bohler	_____	Trustee Herron	_____
Trustee Geary	_____	Trustee Montalto	_____
Trustee Johnson	_____	Trustee Paluch	_____

**PASSED AND APPROVED THIS 3rd DAY OF DECEMBER, 2013.**

\_\_\_\_\_  
P. Sean Michels  
President of the Village of Sugar Grove

ATTEST:

\_\_\_\_\_  
Cynthia L. Galbreath  
Clerk of the Village of Sugar Grove



## **CERTIFICATE**

I, Cynthia L. Galbreath, certify that I am the appointed Municipal Clerk of the Village of Sugar Grove, Kane County, Illinois.

I further certify that on December 3, 2013 the President and Board of Trustees of the Village of Sugar Grove adopted An Ordinance for Tax Levy of the Mallard Point Special Assessment for the Fiscal Year May 1, 2014 to April 30, 2015.

I hereby certify that the attached Ordinance is a true copy of the Ordinance that was duly adopted by the Village of Sugar Grove Board of Trustees, at a meeting which was held on December 3, 2013 at 6:00 p.m. at which a quorum was present and acting throughout and that said copy has been compared by me with the original ordinance which was signed by the Village President on December 3, 2013.

Dated at Sugar Grove, Illinois this 3rd day of December, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village, this 3rd day of December, 2013.

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Cynthia L. Galbreath, Village Clerk

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** BRENT EICHELBERGER, VILLAGE ADMINISTRATOR  
**SUBJECT:** AN ORDINANCE FOR TAX LEVY OF THE MALLARD POINT SPECIAL SERVICE AREA FOR THE FISCAL YEAR MAY 1, 2014 TO APRIL 30, 2015  
**AGENDA:** DECEMBER 3, 2013 REGULAR BOARD MEETING  
**DATE:** OCTOBER 17, 2013

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**ISSUE**

Shall the Board approve the Mallard Point Special Service Area Assessment tax levy.

**DISCUSSION**

The Village of Sugar Grove passed an ordinance authorizing a special service area (SSA) for the Mallard Point and Rolling Oaks Subdivisions. To date, it has not been levied as outlined in all presentations on the overall Mallard Point /Rolling Oaks Drainage Project. It is now, in accordance with than plan, the first year to levy said SSA. The amount is consistent with what was presented during the public hearings and meetings on the Drainage project. No deviations from the plan have been made. Please find attached an ordinance of the levy itself.

**COST**

Not applicable.

**RECOMMENDATION**

That the Board adopt:

- 1) Ordinance 2013-1203MPROS, An Ordinance for Tax Levy of the Mallard Point Special Service Area Assessment for the Fiscal Year May 1, 2014 to April 30, 2015.

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** BRENT EICHELBERGER, VILLAGE ADMINISTRATOR  
**SUBJECT:** AN ORDINANCE FOR TAX LEVY OF THE MALLARD POINT SPECIAL ASSESSMENT FOR THE FISCAL YEAR MAY 1, 2014 TO APRIL 30, 2015  
**AGENDA:** DECEMBER 3, 2013 REGULAR BOARD MEETING  
**DATE:** NOVEMBER 1, 2013

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**ISSUE**

Shall the Board approve the Mallard Point Special Assessment tax levy.

**DISCUSSION**

The Village of Sugar Grove passed an ordinance authorizing improvements to the Mallard Point and Rolling Oaks Subdivisions and applied to the Sixteenth Judicial Circuit Court of Kane County for an assessment of the costs of the improvement on December 16, 2011. An assessment was filed with that court on April 25, 2012, the hearing on the Confirmation of the Assessment Roll was held on the May 29, 2012. The assessment was approved and the Village now needs to levy for the special assessment against said property owners.

Please find attached a resolution allowing the Village to begin collecting the special assessment and an ordinance of the levy itself.

**COST**

Not applicable.

**RECOMMENDATION**

That the Board adopt:

- 1) Ordinance 2013-1203MPRO, An Ordinance for Tax Levy of the Mallard Point Special Assessment for the Fiscal Year May 1, 2014 to April 30, 2015.

ORDINANCE NO. 2013-1203MPRO

AN ORDINANCE FOR TAX LEVY OF THE  
MALLARD POINT SPECIAL ASSESSMENT  
FOR THE FISCAL YEAR  
MAY 1, 2014 TO APRIL 30, 2015

PASSED BY THE BOARD OF TRUSTEES  
AND PRESIDENT OF THE  
VILLAGE OF SUGAR GROVE

This 3rd day of December, 2013.

Published in pamphlet form  
by authority of the Board of Trustees of the  
Village of Sugar Grove, Kane County, Illinois

This 3rd day of December, 2013.

**ORDINANCE No. 2013-1203MPRO**

An Ordinance levying taxes for the Mallard Point Special Assessment for the VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS, for the fiscal year commencing on May 1, 2014 and ending April 30, 2015.

BE IT ORDAINED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois:

**SECTION ONE:** That the amounts herein after set forth or so much thereof as may be authorized by law, and the same is hereby levied for the Mallard Point Special Assessment, for the fiscal year of the said Village of Sugar Grove, Kane County, Illinois, beginning May 1, 2014 and ending April 30, 2015.

**SECTION TWO:** The amount hereby levied for the Mallard Point Special Assessment is \$75,612.02.

**SECTION THREE:** That the Village Clerk shall make and file with the County Clerk of said County of Kane, a duly certified copy of this Ordinance and that the amount levied by Section Two of the Ordinance is required by said Village of Sugar Grove as aforesaid and extended upon the appropriation tax book for the fiscal year of said Village of Sugar Grove beginning May 1, 2014 and ending April 30, 2015.

**SECTION FOUR:** If any section, subdivision, sentence or clause of the Ordinance is for any reason held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

**SECTION FIVE:** This Ordinance shall be in full force and effect from and after its passage, approval and recording according to law.

**PASSED** this 3rd day of December, 2013, pursuant to roll call as follows:

Trustee Bohler	_____	Trustee Herron	_____
Trustee Geary	_____	Trustee Montalto	_____
Trustee Johnson	_____	Trustee Paluch	_____

**PASSED AND APPROVED THIS 3rd DAY OF DECEMBER, 2013.**

\_\_\_\_\_  
P. Sean Michels  
President of the Village of Sugar Grove

ATTEST:

\_\_\_\_\_  
Cynthia L. Galbreath  
Clerk of the Village of Sugar Grove

## **CERTIFICATE**

I, Cynthia L. Galbreath, certify that I am the appointed Municipal Clerk of the Village of Sugar Grove, Kane County, Illinois.

I further certify that on December 3, 2013 the President and Board of Trustees of the Village of Sugar Grove adopted An Ordinance for Tax Levy of the Mallard Point Special Assessment for the Fiscal Year May 1, 2014 to April 30, 2015.

I hereby certify that the attached Ordinance is a true copy of the Ordinance that was duly adopted by the Village of Sugar Grove Board of Trustees, at a meeting which was held on December 3, 2013 at 6:00 p.m. at which a quorum was present and acting throughout and that said copy has been compared by me with the original ordinance which was signed by the Village President on December 3, 2013.

Dated at Sugar Grove, Illinois this 3rd day of December, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village, this 3rd day of December, 2013.

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Cynthia L. Galbreath, Village Clerk



## **Resolution 2013-1203MPROB**

### **Declaring Notice of First Installment, and Adoption of Special Service Area Assessment for the Restoration and Maintenance of Drainage System**

**WHEREAS**, the Village of Sugar Grove, Kane County, Illinois has petitioned the 16<sup>th</sup> judicial circuit for confirmation of a special assessment in the Village; and

**WHEREAS**, the court has confirmed said special assessment in the case of IN RE SPECIAL ASSESSMENT FOR THE VILLAGE OF SUGAR GROVE, A MUNICIPAL CORPORATION IN KANE COUNTY, ILLINOIS Case No: 2011 TX 183; and

**WHEREAS**, the Village seeks to utilize the provisions of 50 ILCS 460/10:

**NOW, THEREFORE**, Be It and It is Hereby Resolved by the Village Board of the Village of Sugar Grove, Kane County, Illinois, as follows:

Section 1. The Village hereby adopts the provisions of the Special Assessment Supplemental Bond and Procedures Act 50 ILCS 460/10.

Section 2. The Village hereby directs its attorneys and officers to file with the court a Notice of First Installment to be collected by the County Clerk in accordance with the regular tax collection schedule of the county beginning with collection in the year 2014.

Section 3. All actions of the officers, agents and employees of the Village that are in conformity with the purposes and intent of this Declaration, whether taken before or after the adoption hereof, are hereby ratified, confirmed and adopted.

Section 4. Pursuant to 50 ILCS 460/40 the award of all contracts of construction for the Special Assessment project herein are ratified and confirmed.

Section 6. This Declaration shall be filed immediately in the office of the Village Clerk.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this 3rd day of December, 2013.

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P. Sean Michels,  
President of the Board of Trustees  
of the Village of Sugar Grove,  
Kane County, Illinois

ATTEST: \_\_\_\_\_

Cynthia L. Galbreath  
Clerk, Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Mari Johnson	___	___	___	___
Trustee Sean Herron	___	___	___	___
Trustee Rick Montalto	___	___	___	___
Trustee Robert E. Bohler	___	___	___	___
Trustee David Paluch	___	___	___	___
Trustee Kevin M. Geary	___	___	___	___

**VILLAGE OF SUGAR GROVE  
KANE COUNTY, ILLINOIS**

**ORDINANCE NO. 2013-1203FDD**

**An Ordinance abating  
The tax heretofore levied for the year 2013  
To pay debt service on \$2,585,000  
General Obligation Bonds (Alternate Revenue Source)  
Of the Village of Sugar Grove, Kane County, Illinois**

Adopted by the President and  
Board of Trustees of the Village of Sugar Grove  
this 3rd day of December, 2013

Published in Pamphlet Form  
by authority of the Board of Trustees  
of the Village of Sugar Grove, Kane County,  
Illinois, this 3rd day of December, 2013

**ORDINANCE NO. 2012-1204FDD**

**An Ordinance abating  
The tax heretofore levied for the year 2013  
To pay debt service on \$2,585,000  
General Obligation Bonds (Alternate Revenue Source)  
Of the Village of Sugar Grove, Kane County, Illinois**

**NOW, THEREFORE, BE IT ORDAINED**, by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

**WHEREAS**, the President and Board of Trustees (the “Board”) of the Village of Sugar Grove, Kane County, Illinois (the “Issuer”), by ordinance adopted on the 17<sup>th</sup> day of June, 2008, (the “Ordinance”), did provide for the issue of \$2,585,000 General Obligation Bonds (Alternate Revenue Source) (the “Bonds”), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

**WHEREAS**, the issuer will have Pledged Revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

**WHEREAS**, it is necessary and in the best interests of the Issuer that the tax heretofore levied for the year 2013 to pay such debt service be abated:

**NOW, THEREFORE**, Be It and It is Hereby Ordained by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

**Section 1:**     **Abatement of Tax.** The tax heretofore levied for the year 2013 in the Ordinance is hereby abated in its entirety.

**Section 2:**     **Filing of Ordinance.** Forthwith upon the adoption of this ordinance, the Village Clerk shall file a certified copy hereof with the County Clerk of Kane County, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2013 in accordance with the provisions hereof.

**Section 3:**     **Effective Date.** This ordinance shall be in full force and effect forthwith upon its adoption.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on this 3rd day of December, 2013.

\_\_\_\_\_  
P. Sean Michels, President of the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois.

ATTEST: \_\_\_\_\_  
Cynthia L. Galbreath, Clerk, Village of Sugar Grove

	Aye	Nay	Absent
Bohler	_____	_____	_____
Geary	_____	_____	_____
Johnson	_____	_____	_____
Herron	_____	_____	_____
Montalto	_____	_____	_____
Paluch	_____	_____	_____

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** BRENT EICHELBERGER, VILLAGE ADMINISTRATOR  
**SUBJECT:** AN ORDINANCE FOR TAX LEVY FOR THE FISCAL YEAR MAY 1, 2014  
TO APRIL 30, 2015  
**AGENDA:** DECEMBER 3, 2013 REGULAR BOARD MEETING  
**DATE:** NOVEMBER 21, 2013

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**ISSUE**

Shall the Board approve the Annual Property Tax Levy Ordinance.

**DISCUSSION**

The proposed tax levy was announced at the November 5, 2013 Board Meeting and notice of a public hearing was published pursuant to State Statute in the November 7, 2013 edition of the Kane County Chronicle. The public hearing was conducted on November 19, 2013 and there was no public received at the hearing on the proposed levy.

The proposed 2013 tax levy totals \$4,020,171.82. The tax levy includes the \$1,425,445.00 in Bonds principal and interest that the Village will abate the property taxes on bonds and it is anticipated that the County will reduce the levy request during the extension process pursuant to the "Tax Cap" Act.

**COST**

Not applicable.

**RECOMMENDATION**

That the Board adopt Ordinance 2013-1203FDA, An Ordinance for Tax Levy for the Fiscal Year May 1, 2014 to April 30, 2015.

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** CINDY GALBREATH, VILLAGE CLERK  
**SUBJECT:** RESOLUTION CONCERNING THE REVIEW AND  
RELEASE OF EXECUTIVE SESSION MINUTES  
**AGENDA:** DECEMBER 3, 2013 CONSENT AGENDA REGULAR  
BOARD MEETING  
**DATE:** NOVEMBER 26, 2013

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**ISSUE**

Should the Village Board release minutes and authorize the destruction of certain recordings of the closed session meetings as authorized by Open Meetings Act and Village Resolution 20031218A.

**DISCUSSION**

Closed session minutes must be reviewed at least every six months to determine if they are releasable to the public. Additionally the recordings of the minutes must be held for at least 18 months after the closed session meeting. After the 18 month period they may destroyed with the approval of the Board. It is recommended that recordings prior to June 2012 be approved for destruction.

Staff recommends that the Village Board approve a resolution regarding the review and release of the closed session minutes.

**COSTS**

There is no cost associated with the adoption of this resolution.

**RECOMMENDATION**

That the Board adopts Resolution 20131203A, A Resolution Concerning the Review of Executive Session Minutes and the Destruction of Closed Session Recording.

VILLAGE OF SUGAR GROVE  
KANE COUNTY, ILLINOIS

RESOLUTION NO. 20131203A

**A Resolution Concerning the Review of Executive Session Minutes**

**BE IT RESOLVED** by the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois as follows:

**WHEREAS**, the Village of Sugar Grove is required to periodically review the minutes of all executive sessions; and

**WHEREAS**, the President and the Board of Trustees for the Village of Sugar Grove have reviewed the minutes of all closed sessions of the Board occurring within the previous six (6) months;

**BE IT THEREFORE RESOLVED**, that the President and the Board of Trustees for the Village of Sugar Grove has determined that at this time there are no minutes, or portions that are not confidential and, therefore, available for public inspection.

**BE IT FURTHER RESOLVED**, that the President and the Board of Trustees for the Village of Sugar Grove has determined that the minutes or portions thereof as attached and labeled Exhibit A continue to require confidentiality, in order to protect the public interest or the privacy of an individual, and as such will remain unavailable for public inspection.

**BE IT FURTHER RESOLVED** that the President and Board of Trustees approve the destruction of audio tapes of closed meetings prior to December 30, 2011 as set forth by Resolution 20031216C, A Resolution Adopting a Policy for the Keeping of a Verbatim Record of Closed Meetings Under the Illinois Open Meetings Act.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois on this 18th day of June, 2013.

BY: \_\_\_\_\_  
P. Sean Michels, President of the Village Sugar Grove

	AYES	NAYS	ABSENT
Johnson	_____	_____	_____
Bohler	_____	_____	_____
Geary	_____	_____	_____
Paluch	_____	_____	_____
Montalto	_____	_____	_____
Herron	_____	_____	_____

ATTEST:

\_\_\_\_\_  
Cynthia L. Galbreath, Clerk, Village of Sugar Grove

| Minutes<br>Date |
|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| 06/14/93        | 01/25/00        | 08/14/01        | 01/07/03        | 01/04/05        | 01/08/08        | 04/19/11        |
| 06/28/93        | 01/02/00        | 08/21/01        | 01/21/03        | 02/01/05        | 02/05/08        | 05/17/11        |
| 10/11/93        | 01/18/00        | 10/16/01        | 02/04/03        | 03/22/05        | 07/15/08        | 07/19/11        |
| 06/20/94        | 03/28/00        | 10/09/01        | 03/04/03        | 06/14/05        | 09/16/08        | 08/02/11        |
| 07/12/93        | 01/11/00        | 09/25/01        | 02/01/03        | 03/08/08        | 06/17/08        | 09/06/11        |
| 11/22/93        | 02/22/00        | 10/23/01        | 02/18/03        | 05/31/05        | 08/05/08        | 09/20/11        |
| 10/17/94        | 06/06/00        | 12/18/01        | 03/17/03        | 06/28/05        | 09/28/08        | 10/04/11        |
| 12/05/94        | 07/18/00        | 01/08/02        | 03/18/03        | 07/05/05        | 10/21/08        | 12/06/11        |
| 04/01/96        | 09/20/00        | 04/16/02        | 05/06/03        | 09/20/05        | 01/20/09        | 01/03/12        |
| 01/03/95        | 09/05/00        | 03/05/02        | 03/25/03        | 07/19/05        | 11/18/08        | 01/17/12        |
| 03/31/95        | 09/19/00        | 04/09/02        | 04/15/03        | 09/06/05        | 01/06/09        | 02/07/12        |
| 03/20/95        | 09/12/00        | 3-5b            | 04/02/03        | 08/02/05        | 12/16/08        | 02/14/12        |
| 05/06/96        | 09/26/00        | 05/02/02        | 05/20/03        | 10/18/05        | 01/27/09        | 04/17/12        |
| 06/10/96        | 10/17/00        | 06/04/02        | 08/19/03        | 07/05/06        | 06/16/09        | 05/01/12        |
| 06/03/96        | 10/06/00        | 05/21/02        | 08/05/03        | 11/15/05        | 06/02/09        | 06/19/12        |
| 08/05/96        | 12/19/00        | 06/11/02        | 09/02/03        | 07/18/06        | 09/01/09        | 7/17/12         |
| 11/18/96        | 01/16/01        | 07/19/02        | 11/18/03        | 1-23-07         | 09/29/09        | 7/30/12         |
| 04/15/97        | 02/06/01        | 08/06/02        | 12/02/03        | 02/20/07        | 10/06/09        | 8/7/12          |
| 09/29/97        | 02/13/01        | 08/13/02        | 12/16/03        | 4-3-07          | 11/03/09        | 9/4/12          |
| 10/20/97        | 02/20/01        | 08/20/02        | 02/03/04        | 5-1-07          | 12/01/09        | 10/30/12        |
| 01/06/98        | 02/27/01        | 8-20b           | 02/17/04        | 5-15-07         | 01/05/10        | 12-04-12        |
| 02/03/98        | 04/10/01        | 09/03/02        | 03/02/04        | 06/05/07        | 02/02/10        | 2-5-13          |
| 03/10/98        | 04/17/01        | 09/17/02        | 04/02/04        | 06/19/07        | 04/06/10        | 2-19-13         |
| 04/07/98        | 05/08/01        | 10/02/02        | 05/04/04        | 7-17-07         | 04/20/10        | 4-2-13          |
| 05/05/98        | 05/15/01        | 10/15/02        | 05/05/04        | 10/02/07        | 05/04/10        | 5-14-13         |
| 06/16/98        | 06/12/01        | 10-15b          | 07/06/04        | 10/16/07        | 05/18/10        | 5-21-13         |
| 07/07/98        | 06/19/01        | 10/29/02        | 07/20/04        | 11-6-07         | 07/20/10        | 07-02-13        |
| 09/09/98        | 06/26/01        | 11/05/02        | 07/27/04        | 11-20-07        | 09/07/10        | 8-6-13          |
| 12/01/98        | 07/19/01        | 12/17/02        | 08/17/04        | 12-4-07         | 10/05/10        | 8-20-13         |
|                 |                 | 12-17b          | 08/31/04        | 12-18-07        | 10/19/10        | 9-3-13          |
|                 |                 |                 | 08-31-04b       |                 | 12/16/10        | 10-15-13        |
|                 |                 |                 | 10/05/04        |                 | 12/21/10        |                 |
|                 |                 |                 | 11/16/04        |                 |                 |                 |

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** RICH YOUNG, COMMUNITY DEVELOPMENT DIRECTOR  
MIKE FERENCAK, VILLAGE PLANNER  
**SUBJECT:** PUBLIC HEARING: 3 WALNUT LANE ANNEXATION AGREEMENT  
**AGENDA:** DECEMBER 3, 2013 REGULAR VILLAGE BOARD MEETING  
**DATE:** NOVEMBER 27, 2013

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**ISSUE**

Shall the Board hold a public hearing to consider an Annexation Agreement for 3 Walnut Lane.

**DISCUSSION**

No discussion is expected, however the public hearing shall be opened, comments received, and the closed at this time.

**COSTS**

There have been Village Attorney costs associated with this project that the Village will pay for.

**RECOMMENDATION**

That President Michels open the public hearing to receive comments on the annexation agreement for 3 Walnut Lane and that the public hearing be subsequently closed.

IRREVOCABLE OFFER

DATE: NOVEMBER 20 2013

The undersigned, Ann White, as Trustee of the Ann White Trust dated 04/06/2006, has executed the Attached Annexation Agreement for 3 Walnut Lane (Exhibit A) of the Prestbury subdivision in the County of Kane, Illinois. In consideration of the Village's willingness to issue a water meter prior to Exhibit A being formally approved by both parties, we hereby make our offer (evidenced by execution of the Exhibit A) to enter into the aforementioned Amendment irrevocable until the Village Board either formally accepts or formally denies our offer of the aforementioned Amendment. In the event the Board denies the requested amendment, the undersigned acknowledges that while they will not be able to receive water service or other relief until the underlying issues relative to the Annexation Agreement are otherwise resolved.

Printed Name: Ann White

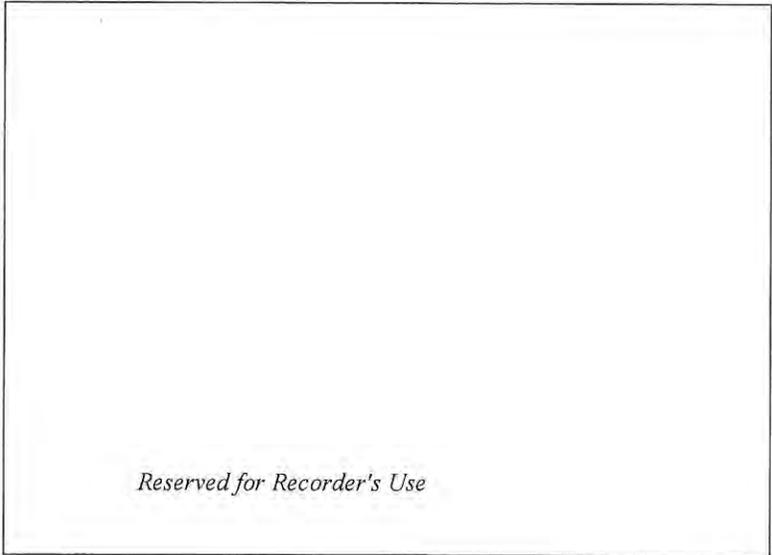
Signatures: Ann White

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF KANE        )

*Prepared by:*

*Village of Sugar Grove  
10 Municipal Drive  
P.O. Box 49  
Sugar Grove, IL 60554*

*Return to after recording:  
VILLAGE Clerk  
VILLAGE of Sugar Grove  
P. O. Box 49  
Sugar Grove, IL 60554*



**ANNEXATION AGREEMENT**

**(3 Walnut Lane)**

This Annexation Agreement (the "Agreement"), is made and entered into this 21<sup>st</sup> day of November, 2013, by and between the VILLAGE OF SUGAR GROVE, a municipal corporation (the "VILLAGE"); and Ann White, not individually but as Trustee of the Ann White Trust dated 04/06/2006 (the "OWNER"); individually referred to as "Party" and collectively referred to as "Parties."

**WITNESSETH**

**WHEREAS**, OWNER and VILLAGE acknowledge that the subject property is not presently contiguous to other property located in the VILLAGE and is, therefore, not capable of annexation until such time as that event occurs. OWNER has executed simultaneously a Petition for Annexation which will be acted upon by the VILLAGE when the property is contiguous with other property located within the VILLAGE, or in the alternative, within 30 days of the property becoming contiguous with the VILLAGE OWNER shall execute and deliver a Petition for Annexation; and

**WHEREAS**, OWNER owns fee simple interest to the property which is legally described in **Exhibit "A"**, attached hereto, consisting of approximately 15,682 square feet (the "Property"); and,

**WHEREAS**, the Property is situated in the unincorporated area of Kane County and may become contiguous to the incorporated territory of the VILLAGE; and,

**WHEREAS**, the OWNER has agreed to annex and develop the Property for residential purposes in the VILLAGE in accordance with the terms of this Agreement; and,

**WHEREAS**, it is the desire of the VILLAGE to annex the Property and facilitate its development pursuant to the terms and conditions of this Agreement and the ordinances of the VILLAGE; and,

**WHEREAS**, OWNER has or will perform and execute all acts required by law to effectuate such annexation; and,

**WHEREAS**, the Parties agree to zone the Property under the terms of this Agreement; and,

**WHEREAS**, all notices required by law relating to this annexation agreement of the Property to the VILLAGE have been given to the persons or entities entitled to such notice pursuant to the applicable provisions of the Illinois Compiled Statutes; and,

**WHEREAS**, the Corporate Authorities of the VILLAGE have duly affixed the time for a public hearing on this Agreement and pursuant to legal notice have held such hearing thereon all as required by the provisions of the Illinois Compiled Statutes; and,

**WHEREAS**, the VILLAGE and OWNER agree that the Property shall be developed in general accordance with the Site Plan attached hereto and incorporated herein by reference as **Exhibit "B"**; and,

**WHEREAS**, in reliance upon the development of the Property in the manner proposed, OWNER and the VILLAGE have executed this Annexation Agreement; and,

**WHEREAS**, it is the desire of the VILLAGE and OWNER has agreed that the development of the Property may proceed, subject to the ordinances, codes and regulations of the VILLAGE pertaining to the water and sewer connection as amended; and,

**WHEREAS**, in accordance with the powers granted to the VILLAGE by the provisions of 65 ILCS 5/11-15.1-1 through 15.1-5, inclusive, relating to Annexation Agreements, the VILLAGE hereto wishes and the OWNER agrees to enter into this binding Agreement with respect to the Property and to provide for various other matters related directly or indirectly to the annexation of the Property as authorized by the provisions of said statutes; and,

**WHEREAS**, pursuant to due notice and publication in the manner provided by law, the appropriate zoning authorities of the VILLAGE have had such public hearing and have taken all further action required by the provisions of 65 ILCS 5/11-15.1-3 and the ordinances of the

VILLAGE relating to the procedure for the authorization, approval and execution of this Annexation Agreement by the VILLAGE.

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

**1. ANNEXATION.**

OWNER has filed with the Clerk of the VILLAGE a duly executed verified petition pursuant to, and in accordance with, the provisions of 65 ILCS 5/7-1-1 et seq. to annex the Property and any adjacent public highways to the VILLAGE subject to the approval of this Agreement.

**2. ZONING AND PLANNING.**

**A. Zoning Map**

Contemporaneously with the annexation of the Property, the VILLAGE shall adopt an ordinance amending the provisions of the Sugar Grove Zoning Map so as to provide that the Property shall be classified as an R-2 Detached Residential District, in accordance with VILLAGE ordinances.

**B. Site Plan**

The Property shall be developed in accordance with the provisions set forth on the Site Plan, **Exhibit "B"**, prepared by \_\_\_\_\_, dated \_\_\_\_\_, (including the preservation of trees shown thereon in accordance with Village ordinances and the planting of parkway trees as shown thereon, if any),.

**C. VILLAGE Codes and Ordinances**

The VILLAGE and OWNER agree that in the event the property is not developed prior to annexation then, except as specifically modified in this Agreement and the attached drawings and exhibits, the Property shall be developed in compliance with all ordinances, codes and regulations of the VILLAGE in existence on or adopted after the date of this Agreement, provided, however, that the application of any such ordinance, regulation or code shall not result in a reduction in the number of residential building lots herein approved for the property, or alter or eliminate any of the ordinance variations provided for herein. The foregoing to the contrary notwithstanding, in the event the VILLAGE is required to modify, amend or enact any ordinance or regulation and to apply the same to the property pursuant to the express and specific mandate of any superior governmental authority, such ordinance or regulation shall apply to the property and be complied with by OWNER.

### **3. ROADS AND HIGHWAYS**

**A.** The VILLAGE agrees to allow the site access from existing roadways with one driveway curb cut for the property.

### **4. FEES, DONATIONS AND CONTRIBUTIONS.**

**A. Annexation and Development Related Fees.**

1. OWNER shall pay the fees set forth on **Exhibit "C"** according to the schedule and timing in **Exhibit "C"**. The Parties further acknowledge and agree that the fees listed on **Exhibit "C"** are being donated to the VILLAGE of Sugar Grove, and the method, manner, timing and distribution of any subsequent distributions by the VILLAGE to other

governmental entities shall be solely controlled by the VILLAGE. The parties further acknowledge that the intent of this agreement is that these donations be utilized for projects within the boundaries of the VILLAGE of Sugar Grove, subject to the discretion of the VILLAGE of Sugar Grove.

2. Fees may be changed by the VILLAGE provided that they are applied uniformly throughout the VILLAGE.

**B. Recapture Fees**

The VILLAGE shall not waive recapture fees required pursuant to any Recapture Ordinance adopted as required by this Agreement.

**5. PARK LAND, MUNICIPAL SITES AND SCHOOL DISTRICTS**

**A. Land Contributions.**

The Park Land Contribution, School Land Contribution and Emergency Siren Land Contribution shall be as shown on **Exhibit "C."** OWNER agrees to make a monetary contribution in lieu of land to the VILLAGE.

**6. BUILDING AND OCCUPANCY PERMITS.**

**A. Building Permits**

It is recognized that OWNER may obtain building permits and start construction with the authorization of the Kane County Development Department, prior to annexation. In this event, OWNER's contractor will coordinate the inspections and occupancy certificate procedures with Kane County. VILLAGE agrees that it will, at the request of Kane County, complete all inspections and issue a certificate of occupancy for said

structure, or will allow Kane County to complete the inspections and issue a certificate of occupancy, which will be recognized as valid by the VILLAGE, if the Property is annexed prior to completion of the building. If the VILLAGE will complete the inspections on the structure, these will be charged at the normal rates in effect at the time of inspection as established by the VILLAGE. Certificate of occupancy rates are established in **Exhibit "C"**. No building permit fee, engineering fee or certificate of occupancy fee is required to be paid to the VILLAGE provided that construction of the project is being handled under the jurisdiction of Kane County.

## **7. WATER SUPPLY AND SANITARY SEWER.**

### **A. Connection to VILLAGE Water Main and Sanitary Sewer System.**

Upon receipt of a properly completed application and payment of applicable connection fees, the VILLAGE shall be obligated to permit connection of the residences and buildings contemplated to be built on the Property, as provided in this Agreement, and the facilities for fire protection, to the VILLAGE'S water supply and sanitary sewer system, and to supply water and sanitary sewer thereto to the same extent as may be supplied to other structures and areas within the VILLAGE. OWNER shall be responsible for the cost of all on-site water and sewer lines on the Property and for all additional hook-on fees and user fees as set forth in the VILLAGE'S rules, regulations and ordinances. All structures constructed on the Property shall be required to use the VILLAGE water supply and sanitary sewer systems to be dedicated and maintained by the VILLAGE.

## **8. DISCONNECTION.**

OWNER agrees that he shall develop the PROPERTY in accordance with the final plat and final engineering approved by the VILLAGE in accordance with the terms

hereof, and shall not, as the OWNER of said Property, petition to disconnect any portion or all of said Property from the VILLAGE.

## **9. VARIANCES GRANTED**

A. The following variances to the codes and ordinances of the VILLAGE are hereby requested and granted to OWNER:

1. Storm Water Drainage and Detention Ordinance. (none requested at this time)
2. Subdivision Control Ordinance. (none requested at this time)
3. Building Code. (none requested at this time)
4. Zoning Variances. (none requested at this time)
5. Further Variances. (none requested at this time)
6. OWNER may submit such future petitions to the VILLAGE from time to time for such other variances to the VILLAGE Ordinances as the OWNER deems appropriate. Individual unit or lot owners shall be free to submit such future variances as they deem appropriate without the requirement that this agreement be amended.

## **10. GENERAL OBLIGATIONS.**

### **A. Successor Owner**

If all of the Property or any Unit of the development is transferred from the OWNER, and it is not involved in developing the Property, but rather reserves such right and obligations to OWNER, both the fee obligation and any further development obligations under this Agreement shall transfer and be binding and

become the exclusive obligation of any successor OWNER of the Property, or any portion of the Property.

**B. Recording**

This Agreement shall be recorded in the Office of the Recorder of Deeds of Kane County.

**C. Term of Agreement**

The term of this Agreement shall be for twenty (20) years from the date of execution hereof. All amendments to ordinances, codes, and regulations required pursuant to this Agreement, shall remain in effect during the term of this Agreement.

**11. TIME IS OF THE ESSENCE.**

It is understood and agreed by the Parties that time is of the essence in this Agreement, and that all Parties will make every reasonable effort to expedite the subject matter hereof. It is further understood and agreed by the Parties that the successful consummation of this Agreement requires their continued cooperation.

**12. BINDING EFFECT AND TERM.**

This Annexation Agreement shall be binding upon and insure to the benefit of the Parties hereto, their successors and assigns including, but not limited to, successor owner of record, successor developers, lessees and successor lessees, and upon any successor municipal authority of the VILLAGE and successor municipalities for a period of twenty (20) years from the later of the date of execution hereof and the date of adoption of the ordinances pursuant hereto.

**13. BREACH OF AGREEMENT**

**A. Remedy**

Upon a breach of this Agreement, any of the parties in any court of competent

jurisdiction, by any action or proceeding at law or in equity, may exercise any remedy available at law or equity.

**B. Notice Required**

Before any failure of any party of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, by certified mail/receipt requested, the party alleged to have failed to perform, state the obligation allegedly not performed and the performance demanded.

**C. Addresses**

Notice shall be provided at the following addresses:

- |             |   |
|-------------|---|
| 1. VILLAGE: | VILLAGE of Sugar Grove<br>P.O. Box 49<br>Sugar Grove, IL 60554<br>Attn: VILLAGE Administrator |
| 2. Copy to: | VILLAGE Attorney:<br>Steven A. Andersson<br>2111 Plum Street, Suite 201<br>Aurora, IL 60506   |
| 3. OWNER:   | Ann White Trust dated 04/06/2006<br>3 Walnut Circle<br>Sugar Grove, IL 60554                  |

**14. AGREEMENT TO PREVAIL OVER ORDINANCES.**

In the event of any conflict between this Agreement and any ordinances of the VILLAGE in force at the time of execution of this Agreement or enacted during the pendency of this Agreement, the provision of this Agreement shall prevail to the extent of any such conflict or inconsistency.

### **15. PARTIAL INVALIDITY OF AGREEMENT.**

If any provision of this Agreement (except those provisions relating to the requested rezoning of the Property identified herein and the ordinances adopted in connection herewith), or its application to any person, entity, or property is held invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect the application or validity of any other terms, conditions and provisions of this Agreement and, to that end, any terms, conditions and provisions of this Agreement are declared to be severable. If for any reason during the term of this Agreement, any approval or permission granted hereunder regarding plans or plats of subdivision or zoning is declared invalid, the VILLAGE agrees to take whatever action is necessary to reconfirm such plans, plat approvals or zoning ordinances effectuating the zoning, variations and plat approvals proposed herein.

### **16. ARMS LENGTH NEGOTIATION.**

This Agreement contains all the terms and conditions agreed upon by the Parties hereto and no other prior agreement, regarding the subject matter hereof shall be deemed to exist to bind the Parties. The Parties acknowledge and agree that the terms and conditions of this Agreement, including the payment of any fees, have been reached through a process of good faith negotiation, both by principals and through counsel, and represent terms and conditions that are deemed by the Parties to be fair, reasonable, acceptable and contractually binding upon each of them.

**IN WITNESS WHEREOF**, the parties have executed this Annexation Agreement the day and year first above written.

**VILLAGE:  
THE VILLAGE OF SUGAR GROVE**

By: \_\_\_\_\_  
VILLAGE President

Attest: \_\_\_\_\_  
VILLAGE Clerk

STATE OF ILLINOIS                    )  
  )     SS  
COUNTY OF KANE                    )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the VILLAGE President and VILLAGE Clerk, respectively, of the VILLAGE of Sugar Grove, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such VILLAGE President and VILLAGE Clerk, they signed and delivered the said instrument as President and VILLAGE Clerk caused the corporate seal of said VILLAGE to be affixed thereto, pursuant to authority, given by the VILLAGE of Sugar Grove Board of Trustees as the free and voluntary act and deed of said VILLAGE for the uses and purposes set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

OWNER:  
ANN WHITE TRUST DATED 04/06/2006

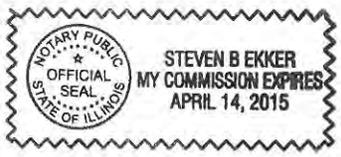
By: Ann White  
Ann White, Trustee

STATE OF ILLINOIS                    )  
  )     SS  
COUNTY OF KANE                    )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Ann White, personally known to me to be the trustee of the Ann White Trust Dated 04/06/2006, OWNER of said property, and 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 acknowledge that as such she signed and delivered the said instrument as her free and voluntary act for the uses and purposes set forth.

Given under my hand and official seal, this 21<sup>st</sup> day of November, 2013.

Steven B. Ekker  
Notary Public



## LIST OF EXHIBITS

Exhibit A	Legal Description
Exhibit B	Site Plan
Exhibit C	Fee Schedule

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 615 OF THE HOMESTEAD IN PRESTBURY, IN SUGAR GROVE TOWNSHIP, KANE COUNTY, ILLINOIS.

EXHIBIT "B"

SITE PLAN

[Appears on the following page]

### Exhibit C – Annexation and Development Related Fees

#### Permit/Review Fees

Fee	Timing of Payment	Amount
Building Permit Fee	Per Village Ordinance	Note 1
Certificate of Occupancy	Per Village Ordinance	Note 1
Plan Review	Per Village Ordinance	Note 1
Unit Engineering Review	Per Village Ordinance	Note 1
Water Meter	Per Village Ordinance	Note 4
Other Fees	Per Village Ordinance	Note 3

Note 1 – The amount to be paid shall be that amount as set from time to time by the Village as generally applicable throughout the Village, not subject to limitation. **If said fees and reviews are done by the County of Kane, no amount shall be charged herein by the Village.**

Note 2 – Reserved.

Note 3 – Except as specified herein, the amount of all other fees imposed by Village shall be that amount as set from time to time by the Village as generally applicable throughout the Village, not subject to limitation.

#### Donations and Connection Fees per Unit

Fee	Timing of Payment	Amount
Capital Improvement Fee	At time of pickup of water meter	Note 4
Sewer Connection Fee	At time of pickup of water meter	Note 4
Water Connection Fee	At time of pickup of water meter	Note 4
Life Safety – Police	At time of pickup of water meter	Note 4
Life Safety – Streets	At time of pickup of water meter	Note 4
Traffic Pre-Emption Control	At time of pickup of water meter	Note 4
Emergency Warning	At time of pickup of water meter	Note 4
Road Impact Fee	At time of pickup of water meter	Note 4
Operating Fund Gap Fee	At time of pickup of water meter	Note 4
Fire Impact	At time of pickup of water meter	Note 4
Library Fee	At time of pickup of water meter	Note 4
Park Land/Cash in Lieu	At time of pickup of water meter	Note 4
School Land/Cash in Lieu	At time of pickup of water meter	Note 4
Petition Escrow	At time of pickup of water meter	Note 4

Note 4 – In lieu of specific fees allocated to specific items, the VILLAGE agrees to accept a lump sum of 13,160.00 for all of said fees.

#### Reimbursable Costs/Fees

OWNER/DEVELOPER agrees to reimburse the VILLAGE for all staff, professional and/or consulting fees and costs incurred by the VILLAGE in conjunction with the annexation, zoning and/or development of the SUBJECT PROPERTY.



**VILLAGE OF SUGAR GROVE  
KANE COUNTY, ILLINOIS**

**ORDINANCE NO. 2013-1203A**

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**AN ORDINANCE AUTHORIZING EXECUTION OF AN ANNEXATION AGREEMENT FOR THE  
VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS  
(3 WALNUT LANE)**

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Adopted by the  
Board of Trustees and President  
of the Village of Sugar Grove  
this 3<sup>rd</sup> day of December, 2013.

Published in Pamphlet Form  
by authority of the Board of Trustees  
of the Village of Sugar Grove, Kane County,  
Illinois, this 3<sup>rd</sup> day of December, 2013.

**VILLAGE OF SUGAR GROVE**

**ORDINANCE NO. 2013-1203A**

**AN ORDINANCE AUTHORIZING EXECUTION OF AN ANNEXATION AGREEMENT FOR THE  
VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS  
(3 WALNUT LANE)**

**BE IT ORDAINED** by the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

**WHEREAS**, the Village of Sugar Grove is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution and, pursuant to the powers granted to it under 65 ILCS 5/1-8 *et seq.*; and,

**WHEREAS**, the corporate authorities of the Village has held a public hearing on the proposed amended agreement, similar in form and substance to the Agreement attached hereto, pursuant to notice by publication in a newspaper of general circulation in the Village being not less than 15 days nor more than 30 days prior to said public hearing; and,

**WHEREAS**, the corporate authorities have approved this Agreement; and,

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

**SECTION ONE: ANNEXATION AGREEMENT**

That the Annexation Agreement entered into by and between the VILLAGE OF SUGAR GROVE, an Illinois municipal corporation (the "VILLAGE"); and Ann White, not individually but as Trustee of the Ann White Trust dated 04/06/2006, (the "OWNER"); setting forth terms and conditions relating to the territory described in **Exhibit A** is hereby incorporated by reference in this ordinance as if fully set forth in the body hereof, a copy of which is attached hereto as **Exhibit B**. Said **Exhibit "B"** is hereby approved and the Village President and Clerk are hereby authorized to execute said amended agreement on behalf of the Village of Sugar Grove.

**SECTION TWO: RECORDING AND NOTICE**

The Village Clerk is hereby authorized to record this ordinance along with all exhibits in the Office of the Recorder of Kane County.

**SECTION THREE: GENERAL PROVISIONS**

REPEALER: All ordinances or portions thereof in conflict with this annexation ordinance are hereby repealed.

SEVERABILITY: Should any provision of this ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect the same as if the invalid provision had not been a part of this ordinance.

EFFECTIVE DATE: This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois this 3<sup>rd</sup> day of December, 2013.

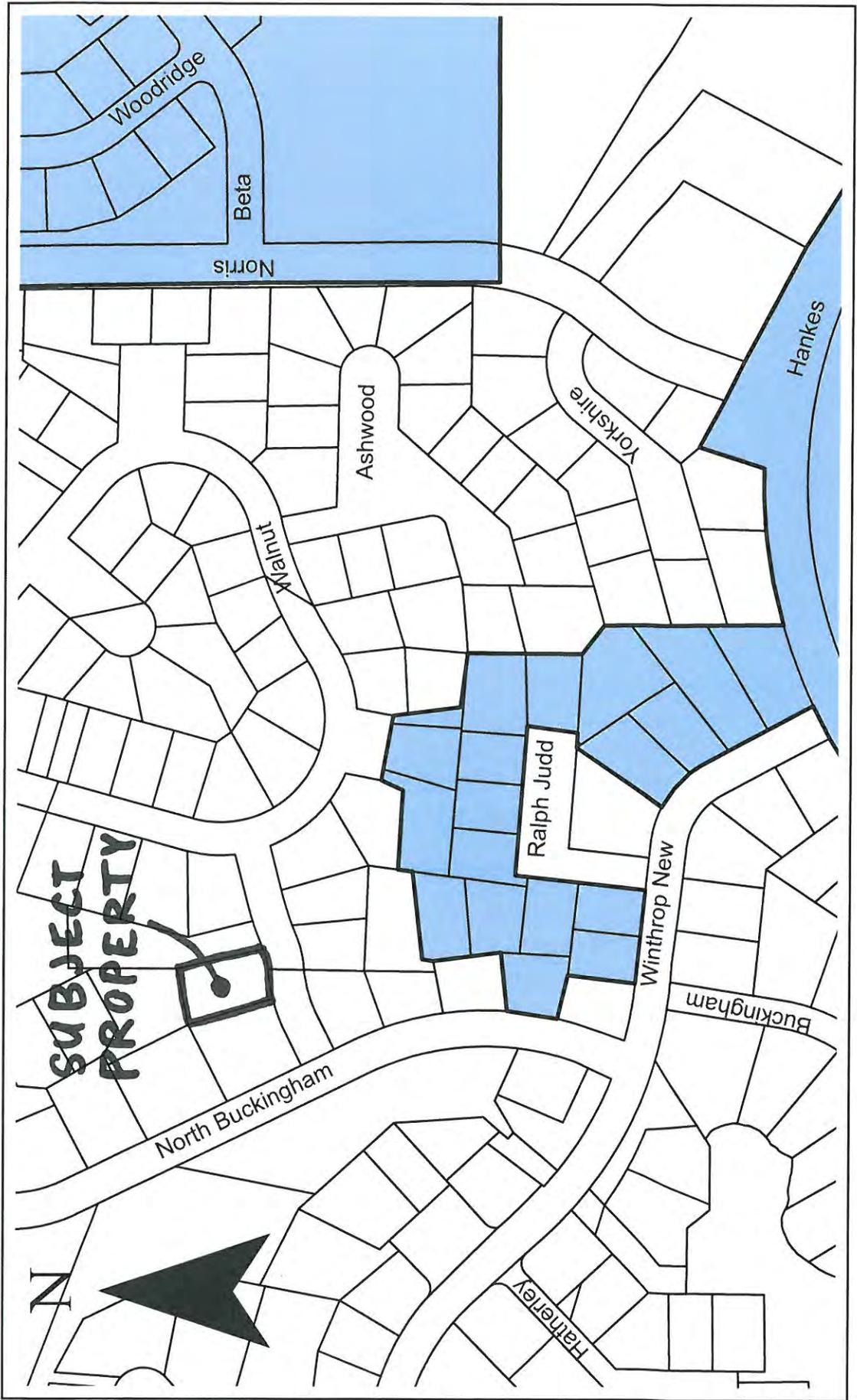
\_\_\_\_\_  
P. Sean Michels,  
President of the Board of Trustees  
of the Village of Sugar Grove, Kane  
County, Illinois

ATTEST: \_\_\_\_\_  
Cynthia L. Galbreath,  
Clerk, Village of Sugar Grove

	<b>Aye</b>	<b>Nay</b>	<b>Absent</b>	<b>Abstain</b>
Trustee Robert E. Bohler	___	___	___	___
Trustee Kevin M. Geary	___	___	___	___
Trustee Sean Herron	___	___	___	___
Trustee Mari Johnson	___	___	___	___
Trustee Rick Montalto	___	___	___	___
Trustee David Paluch	___	___	___	___
President P. Sean Michels	___	___	___	___

EXHIBIT A

LOT 615 OF THE HOMESTEAD OF PRESTBURY, IN SUGAR GROVE TOWNSHIP, KANE COUNTY, ILLINOIS.



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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** RICH YOUNG, COMMUNITY DEVELOPMENT DIRECTOR  
MIKE FERENCAK, VILLAGE PLANNER  
**SUBJECT:** ORDINANCE: 3 WALNUT LANE (WHITE) ANNEXATION AGREEMENT  
**AGENDA:** DECEMBER 3, 2013 REGULAR VILLAGE BOARD MEETING  
**DATE:** NOVEMBER 27, 2013

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**ISSUE**

Shall the Village Board approve of an Annexation Agreement for property at 3 Walnut Lane in the unincorporated Prestbury subdivision.

**DISCUSSION**

The Committee of the Whole did not review this item at a meeting.

Pursuant to Village Ordinance and policy direction by the Village Board, staff has required unincorporated lot owners who wish to tap on to the Village water and sewer systems to either annex if contiguous, or to sign an annexation agreement stating that they will annex once contiguous. Eleven properties in Prestbury each signed an annexation agreement for this purpose during 2004-2006. Since then, no unincorporated property owners have requested water and sewer service from the Village. There are approximately 13 remaining vacant lots in Prestbury after this one.

In late October, the builder of a proposed home at 3 Walnut Lane (Ed Saloga Design Build) requested water and sewer service from the Village. The future homeowner (Ann White) signed an annexation agreement on November 21, 2013 and staff is proceeding with the formal process to approve and record this agreement. Annexation of the property will not occur at this time since the property is not contiguous to the Village limits.

There are plans to build the proposed home under Kane County zoning and building regulations as soon as possible. As such, staff had the applicant sign an irrevocable offer allowing them to proceed with the water tap on prior to formal approval or denial of the annexation agreement by the Village Board, but with the requirement that the owner cannot rescind the annexation agreement.

Unlike the annexation agreements similar to this one completed in 2004-2006, staff has chosen to not process the Annexation, Rezoning to R-2, and Variance (if any) requests at this time. No applications or fees have been collected for these purposes. These requests would be processed once the property is contiguous to Village limits.

The annexation agreement itself is mostly the same as those processed during 2004-2006 with the exception that the impact fees and land / cash contributions being charged would be collected as one lump sum of \$13,160. This is the equivalent of the \$16,500 special fee price recently adopted by the Village Board minus Kane County building permit fees (since this home will be constructed in Kane County jurisdiction and those fees will be paid to Kane County).

Staff recommends approval of the annexation agreement.

## **ATTACHMENTS**

1. Ordinance Authorizing Execution of an Annexation Agreement
2. Irrevocable Offer / Annexation Agreement
3. Site Plan dated October 9, 2013
4. Area Map

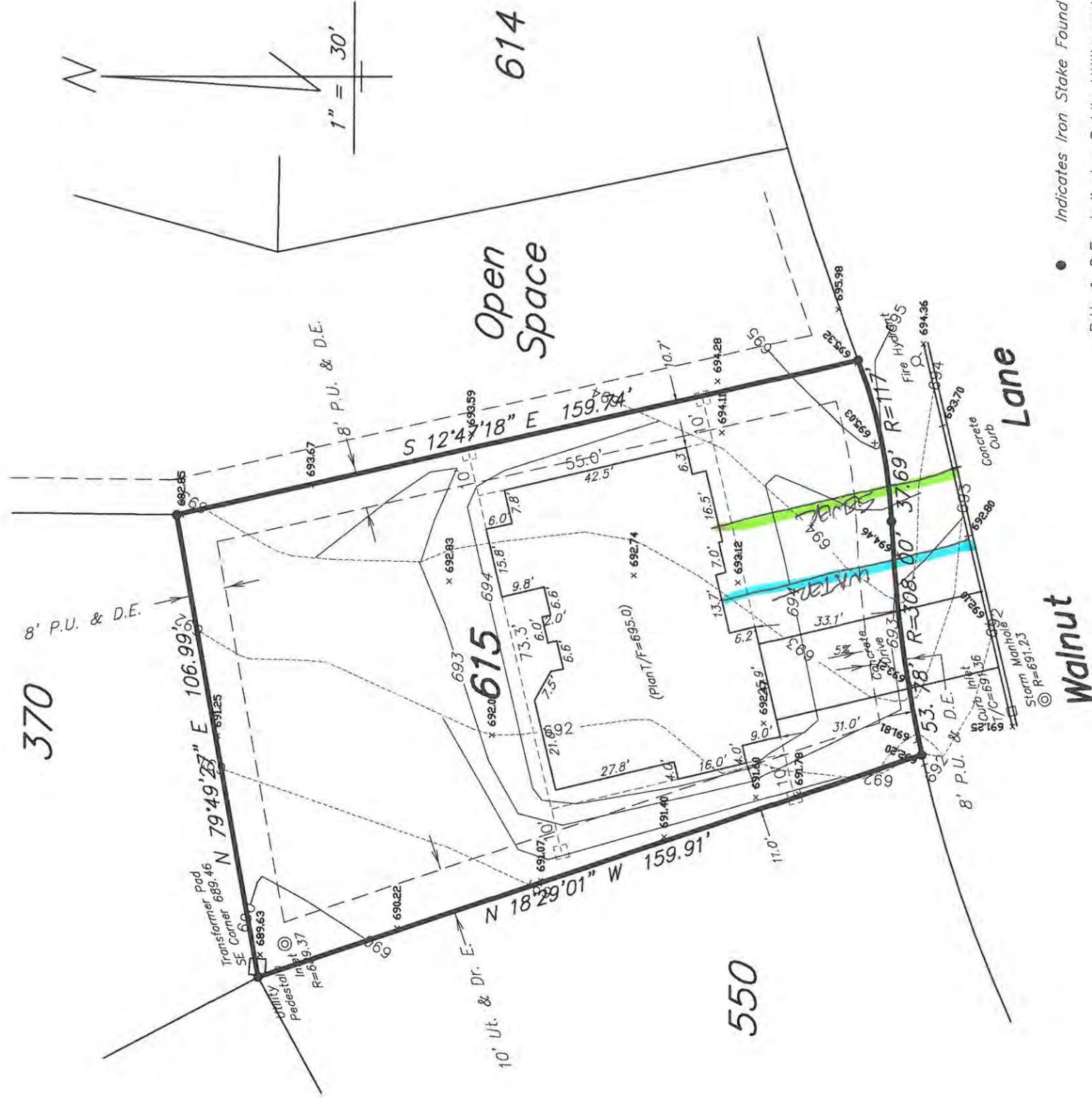
## **COSTS**

There have been Village Attorney costs associated with this project that the Village will pay for.

## **RECOMMENDATION**

That the Village Board approve of an Ordinance Authorizing Execution of an Annexation Agreement for property at 3 Walnut Lane.

**Permit Sketch of  
Lot 615 Homestead of Prestbury  
Sugar Grove Township Kane County Illinois**



● Indicates Iron Stake Found  
P.U. & D.E. Indicates Public Utility and  
Drainage Easement  
Underlying benchmark is County 2-25  
Cross on bridge E=694.55

**Legal Description:** Lot 615 in the Homestead of Prestbury, in the Township of Sugar Grove,  
Kane County, Illinois

State of Illinois: :SS  
County of Kendall:

This is to certify that I, James M. Olson, an Illinois Professional Land Surveyor employed by James  
M. Olson Associates, Ltd., have surveyed and located improvements on the above described property  
as shown by the plat hereon drawn which is a correct representation of said survey. This  
professional service meets the current Illinois Minimum Requirements for a Boundary Survey. The  
field work was completed October 2, 2013.

Dated at Yorkville, Illinois October 9, 2013.

James M. Olson  
Illinois Professional Land Surveyor No. 2253  
License expires November 30, 2014  
James M. Olson Associates, Ltd.  
107 West Madison Street  
Yorkville, Illinois 60560  
(630) 553-0050



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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** RICH YOUNG, COMMUNITY DEVELOPMENT DIRECTOR  
MIKE FERENCAK, VILLAGE PLANNER  
**SUBJECT:** RESOLUTION: GRANT OF EASEMENT FOR PUBLIC UTILITY AND  
DRAINAGE EASEMENT AT 1560 DENNY ROAD  
**AGENDA:** DECEMBER 3, 2013 REGULAR VILLAGE BOARD MEETING  
**DATE:** NOVEMBER 27, 2013

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**ISSUE**

Should the Village Board accept and execute a Grant of Easement for public utility and drainage easement on the residential property at 1560 Denny Road.

**DISCUSSION**

On November 15, 2011, the Village Board approved a rezoning for approximately 5.41 acres of land on the north side of Denny Road, approximately 1,200 feet east of Bliss Road from OR-2 Office Research District to E-1 Estate Residential District to allow construction of a single-family home for Joshua and Jennifer Reinert. The home was constructed this year.

The home does not sit on a platted lot (no Plat of Subdivision was created) as the property was an exemption under the State Plat Act due to it being divided from a larger parcel of land into a parcel of land more than five (5) acres in size and not involving any new streets or access easements.

Public utility and drainage easements for single-family home lots are normally created as part of a Plat of Subdivision. The Village Engineer recommended that public utility and drainage easements be obtained on this residential parcel as the Village would with any other residential lot so a separate Grant of Easement document has been prepared.

The Village Engineer reviewed the Grant of Easement, adjustments were made, and the Village Engineer recommended approval in a November 13, 2013 letter. Staff recommends acceptance and execution of these easements.

**ATTACHMENTS**

1. Resolution Authorizing Accepting and Executing a Grant of Easement  
**COSTS**

There have been limited Village Engineer costs associated with this review that the Village will pay for.

**RECOMMENDATION**

That the Village Board approves Resolution 2013-1203\_, A Resolution Authorizing Acceptance and Execution of a Grant of Easement for 1560 Denny Road.



**Resolution # 2012-1203B**

**RESOLUTION AUTHORIZING ACCEPTANCE AND EXECUTION OF A GRANT OF EASEMENT LOCATED AT 1560 DENNY ROAD, VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS**

**WHEREAS**, the Village is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution; and

**WHEREAS**, a Grant of Easement has been prepared for a portion of Joshua and Jennifer Reinert’s property, located at 1560 Denny Road, and is attached as Exhibit A; and

**WHEREAS**, it is in the Village’s best interest to dedicate a public utility and drainage easement at this location; and

**WHEREAS**, the easement would be consistent with standard practice for residential properties;

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees that the Village Board hereby authorizes acceptance and execution of a Grant of Easement, and that the Village President and Village Clerk are hereby authorized to execute said documents on behalf of the Village.

Passed by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, at a regular meeting thereof held on the 3rd day of December, 2013.

\_\_\_\_\_  
P. Sean Michels, President of the Board of Trustees  
of the Village of Sugar Grove, Kane County, Illinois

ATTEST: \_\_\_\_\_  
Cynthia Galbreath, Clerk, Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Robert E. Bohler	_____	_____	_____	_____
Trustee Kevin M. Geary	_____	_____	_____	_____
Trustee Sean Herron	_____	_____	_____	_____
Trustee Mari Johnson	_____	_____	_____	_____
Trustee Rick Montalto	_____	_____	_____	_____
Trustee David Paluch	_____	_____	_____	_____

Village of Sugar Grove, Illinois  
Administration Department Action Plan  
Fiscal Year 2013 – 2014

The budget for fiscal year 2013 – 2014 remains conservative with a slight upward swing; however, it does not include significant new services. As in years past all basic services residents have come to expect from the Village will remain stable in spite continued tight economic times. The provision of basic services shall continue to be the highest priority for all departments.

The main function of Administration is to support the Village Board and provide direction and support to the other departments. The Administration Action Plan includes items specific to Administration and significant items from other departments in which Administration has a key role. Administration staff will also continue to assist other departments in day-to-day functions as needed.

It should be noted that ongoing efforts such as, web optimization, press release program, legislative monitoring, seeking out grant opportunities, overseeing grants submitted, and community involvement, are not specifically listed in the Action Plan. This does not lessen their importance, but as they have become annual activities and the Action Plan is a tool to highlight new or non-annual efforts, they are not included.

Specific goals for the Administration Department are listed below.

1. Complete the recruitment process for the Chief of Police position. ***Process complete with the hiring of Chief Rollins in July 2013.***
2. Working with PW, Finance and CD, finalize funding for the IL Route 47 & Interstate 88 Interchange Completion Project and begin Phase I Engineering. It is recognized that this item is not within the control of the Village as several outside entities are involved. ***Phase I has been funded and an RFQ has been advertised. RFQ's are due on December 2, 2013.***
3. Working with Finance complete the comprehensive update to the Human Resources Manual (HRM). Full compliance will be achieved by the adoption of a new HRM, distribution to all employees and training on the policies contained within the HRM. ***The Manual has been adopted and distributed. Training will be ongoing due to the need to stay current with state and federal laws.***
4. Assist PW and Finance in completion of the restoration of the Mallard Point/Rolling Oaks Area Wetland and the implementation of the maintenance component including the funding mechanism. This project includes keeping the residents informed. ***The restoration was completed in August 2013 and preventative maintenance will continue for the next 3 years. The SA is ongoing and the SSA is scheduled to be implemented with the tax levy.***
5. Along with all departments, continue to monitor all the subdivision improvements, both within areas that are currently under the control of a developer and those for which the LOC/Bonds have been called to insure that the public improvements are completed. Efforts will also continue to be made on the applicable areas of Hannaford Farm and Settlers Ridge. The pending court action for the later subdivisions, and the reliance on other parties for both, make this item not completely within the control of the Village. ***The bank owned lots in Hannaford Farm have been purchased by a group that has agreed in principle to complete the public improvements. An amended Annexation Agreement is anticipated to be brought before the Board in January 2014. The***

Village of Sugar Grove, Illinois  
Administration Department Action Plan (Continued)  
Fiscal Year 2013 – 2014

*Settlers Ridge litigation is progressing with the Court ruling in favor of the Village on liability in November. The damages phase of the lawsuit is scheduled to begin in January 2014.*

6. Develop a TIF Implementation Policy covering items such as eligibility guidelines and the evaluation process for potential projects. *This project has not been initiated at this time.*
7. Continue fact finding to determine the most feasible manner in which to procure high speed internet access for economic development. *As an outcome of the Village's annual round table meeting of Sugar Grove taxing bodies an intergovernmental working group has been formed. The committee has met and have begun to draft a plan to interconnect the Municipal Center, Library, Fire Department, John Shields, McDole and possibly the SG Township facilities. It is the hopes of the committee to see this plan come to fruition with the next 18 months. Funding remains a key element.*
8. Conduct a Citizen Satisfaction Survey. To better evaluate the performance of the Village a comprehensive Citizen Satisfaction Survey designed to measure a broad array of service delivery will be completed. The Administration Department will coordinate the consultant (National Research Center) who will conduct the survey and compile the results. Full compliance will be achieved by the presentation of the survey results to the Village Board and Village Staff for consideration in the planning for future efforts of the Village. *The final results were received in October 2013 and have been presented to the Village Board. The results will be used in future budget and project planning.*
9. New Resident Packets. Insuring that residents that move into Sugar Grove are informed of all services provided and how to obtain information regarding the Village is ongoing task. The Sugar Grove Park District has offered to partner with the Village to distribute information to new residents. Staff will work with the Sugar Grove Park District to develop a plan for information sharing and distribution. Completion will be achieved by designing a new resident packet that will be distributed by the Sugar Grove Park District. *Staff met with the Park District and developed a plan to send postcards notifying new residents of the availability of information. Since that time both staff and the Park District have been contacted by an outside entity that would like to assist in this process. This will be given some consideration and brought to the Board for possible approval.*
10. Work with Finance and CD, to develop a plan for the promotion of and procedures for employing economic incentives to attract quality development to the community. The procedures will need to insure that any incentives considered are not detrimental to the Village's financial future and also provide flexibility for negotiating. It should be noted that the actual incentives will be dependent on circumstances, need, and the most importantly the overall benefit of the proposed development. *This project has not been initiated at this time.*
11. Continue to Promote Safety within the Administration Department and Throughout the Village of Sugar Grove Organization. As a member of the Intergovernmental Risk Management Agency, the Village strives to maintain the safest workplace possible. This is an ongoing effort. For fiscal year

Village of Sugar Grove, Illinois  
Administration Department Action Plan (Continued)  
Fiscal Year 2013 – 2014

2013 – 2014 full compliance for the Administration Department will be achieved by having accident rates and other safety related indexes as measured by IRMA, at or below our IRMA determined target. *The Village was notified that the IRMA ranking has improved. Staff will continue to strive to maintain a safe workplace.*

Village of Sugar Grove, Illinois  
Community Development Department Action Plan  
Fiscal Year 2013 – 2014

The focus of the Community Development Department is to ensure that correct procedures and codes are used and followed for the planning and permitting of all residential and commercial development within the Village. The main responsibility of the department is to assist developers, local businesses and residents through the approval process from beginning to completion, from application assistance, to public hearings, and the issuance of all permits and to perform the required inspections which insure that the proper codes are followed.

Specific goals for the Community Development Department are listed below.

1. Maintain permit processing time to 10 working days for residential and 15 working days for commercial permits. In order to make sure that the applicant have some assurance that their permits will be processed and issued in a timely manner, the Department has set a goal of 10 working days for residential and 15 days for commercial permit reviews, to complete the Village portion of any permit review. Permit issuance may take longer due to delays on the applicants end such as making required plan revisions and returning them for Village review. It is possible, that because of staffing limitations and increased application volume during the summer months that these time frames will be difficult to meet. The use of outside part-time help for both plan reviews and inspection services will continue as the budget permits. Full completion of this goal will be to have all applications processed and either issued a permit or follow up letter written no later than 10 working days for residential applications and 15 days for commercial applications. ***Permits have been processed on a first come first served basis. In most cases the identified plan review times have been met.***
2. Complete updates to the Zoning Ordinance. This is a continuing piecemeal project as outlined to the Village Board in fiscal year 2011 – 2012. Focus areas include the landscape design standards, definitions section, principal, accessory, sign code, permitted and special uses and parking standards. Full completion of this goal will be the presentation of revised sections of the Zoning Ordinance to the Village Board for adoption. This would also include the previously drafted Sign Code section. The ultimate goal would be to someday have a Unified Development Code for the Village which would combine the elements of the Zoning Ordinance, Subdivision Regulations and Land Use plan along with the sub area and corridor plans into one document. ***Work on the revised Sign Code portion of the Zoning Ordinance has been completed and is now before the COW and Village Board for action. Other text amendments will be presented by staff in the first quarter of 2014.***
3. Complete updates to the Subdivision Regulations. This is a continuing project that is from past fiscal years. Once completed, the updated regulations will revise the out of date subdivision code including the portions relating to the development process and the required submittals for preliminary and final plat. Full completion of this goal will be presentation of a newly revised subdivision ordinance to the Village Board for adoption. ***Work on this project has not been completed and may be a focus area for the Interim CD Director.***
4. Continue to function as the EDC Staff to foster economic development in the Village. This involves attending various meetings and consulting with the EDC Board and the Village Board on a regular basis regarding economic development items. Full completion of this goal will involve attending various meetings and making contact with developers, retailers and business people considering

Sugar Grove as a location for business. This also involves continuing to make contact with established business persons within the community in an effort to retain these businesses. *The CD Director has attended all EDC meetings, all but one ribbon cutting and coordinated the Mid-Year Business Forum. The CD Director has also attended most Chamber events.*

5. Continue to Promote Safety within the Community Development Department and throughout the Village organization. As a member of the Intergovernmental Risk Management Agency, the Village strives to maintain the safest workplace possible. This is an ongoing effort. For fiscal year 2013 – 2014 full compliance would be for the Community Development Department to have no accidents in the fiscal year and quarterly Departmental Safety Meetings. *There have been no accidents this fiscal year and safety issues are reviewed at bi-monthly CD Staff meetings.*
6. Business Park/Industrial TIF District Implementation. With Village Board concurrence, support the approved Redevelopment Plan and foster redevelopment projects within the established TIF Area number 1. *Staff has met with one property owner and their tenet regarding possible site improvements for their property which is within the TIF District. The tenet of the property is selling his business and staff will be working with the new tenet and the property owner in the first half of 2014 to review possible improvements to the site using TIF funds.*
7. Review with Village Staff, the Village Board and other agencies the merits of establishing a Property Owners Maintenance and Management Program. *There has been no work completed on this project within the first half of the fiscal year.*
8. Community Development Director to meet with between six and twelve businesses during the upcoming year to better understand the needs of the business community. *The CD Director has met with four business owners during the first half of the fiscal year.*
9. Community Development Building Division to modify the forms and handout materials used in the building permit application process. *Some work has been completed on these projects and this is another area of anticipated focus for the Interim CD Director.*

Village of Sugar Grove, Illinois  
Finance Department Action Plan  
Fiscal Year 2013 – 2014

The Finance Department will concentrate its efforts during fiscal year 2013 – 2014 on the enactment of procedures that assist in the efficient and effective operation of the department.

It should be noted that ongoing efforts such as the audit, budget, and risk management activities, are not specifically listed in this year's action plan. This does not lessen their importance, but as they have become annual activities and the action plan is a tool to highlight new or non-annual efforts, they are not included. These activities will still be reported on throughout the year and in a year-end summary.

Specific goals for the Finance Department are listed below.

1. Complete the comprehensive update to the Human Resources Manual (HRM). Full compliance will be achieved by the adoption of a new HRM, distribution to all employees and training on the policies contained within the HRM. October 2013 is the anticipated completion date for this item. ***This item was completed by Administration with Manuals distributed to all employees mid November.***
2. Investigate online bill pay for Village payments to vendors. Staff believes this item can be completed by December 2013. ***This item has been delayed as the Department focuses on the training of Accounts Payable staff. We believe March 2014 to be a reasonable timeframe for commencement.***
3. Produce a financial procedures manual. The Finance Department will research our current formal and informal procedures and those of other governments. Existing procedures will be revised and new procedures will be developed to reflect current activities of the Finance Department. Full compliance will be achieved by the production of a financial procedures manual. Staff expects this to be done by February 2014. ***The procedures manual is under development for the various functions within the Finance Department. Currently, the Utility billing manual is 95% complete; this represents 24% completion on the overall comprehensive financial manual. Staff believes 85% of the comprehensive manual will be completed by April 2014.***
4. Update the Village's Compensation Philosophy and Plan. Changes will be made to reflect economic factors, budgetary constraints, and other contractual language. Full compliance will be achieved by the adoption of the revised Compensation Philosophy and Plan. April 2014 is the expected completion date for this item. ***Staff believes this item will be completed by April 2014 once the staffing levels resumes to 3 FTE.***
5. Revise the Village's Safety Manual. The Finance Department, in cooperation with all Village Departments, has revised approximately 80% of the Safety Manual. Staff will draw on the Intergovernmental Risk Management Agency's Management Assessment Program (IMAP) and actual Village procedures to update and/or revise the remaining 20% of the Village's Safety Manual during fiscal year 2013 – 2014. ***There has been a minor set-back as the department refocuses it efforts to maintaining operations, however this item be re-initiated January 2014.***
6. Continue to promote safety within the Finance Department and throughout the Village of Sugar Grove organization. As a member of the Intergovernmental Risk Management Agency, the Village

strives to maintain the safest workplace possible. This is an ongoing effort. For fiscal year 2013 – 2014, full compliance for the Finance Department will be achieved by having accident rates and other safety related indexes as measured by IRMA, at or below our IRMA determined target. *The Village has been claims free thus far for 2013. The Village has also completed the IRMA Management Assessment Program process with 95% compliance. This reflects a 4% increase over the Village's prior assessment. Staff will continue to encourage the safe practices currently in place and explore further development of Safety programs.*

Village of Sugar Grove, Illinois  
Police Department Action Plan  
Fiscal Year 2013 – 2014

Specific goals for the Police Department are listed below.

1. Conduct advanced Rapid Responder training with other area agencies. This training builds on our capabilities to respond to an active shooter. *Coordination with other police agencies to develop various scenarios and to conduct training is underway. Training locations are being investigated to best serve all agencies involved.*
2. Equip supervisor vehicle with additional emergency response equipment. The equipment must be identified. Consideration should be given to a ballistic shield, a breaching tool, broom, etc. *Ballistic Shields have been placed in two of the marked squad cars along with brooms. The breaching tools are being researched and ordered within the next month.*
3. Enhance the training and awareness of dispatch services. With the move to a new dispatch center our officers should receive additional training. This can be accomplished by an orientation period at the new dispatch center along with classroom training. *Officers have spent time at Tri-Com in a sit-a-long and are current on their practices after receiving in-service training prior and during the switch over in dispatch centers.*
4. Review and consideration of an administrative/clerical volunteer program. The department will review whether or not a part-time volunteer or volunteers would be helpful for items related to telephone service, data entry, filing, etc. *The program is being considered; however space constraints in the building may cause some challenges as physical workspaces and technology equipment will need to be evaluated in the overall picture to make this viable.*
5. Review and consideration for assigning an officer to the Kane County SWAT team. Costs, benefits and other considerations should be given to assigning an officer as a collateral duty to the Kane Co. SWAT Unit. *Conversations have occurred with members of the Kane County SWAT team. This is still being explored as initial costs and equipment to join the team is being investigated to determine what the total cost to join would be for the village.*
6. Review and consideration of standardized hand guns. The department will conduct an investigation as to whether there are economies, as well as issues related to training, safety, etc. if standardized hand guns are issued to the sworn officers. *This item has been withdrawn as an action item.*
7. Implementation of standardized supervisory procedures along with training. The three sergeants will standardize supervisory procedures across each shift. Additionally, enhanced supervisory training will be provided for the sergeants. *The three sergeants attended a 200 hour Effective Police Supervision Transformation to Leadership course at the same time over a few months period. In addition, the command staff has been developing shift guidelines for the department along with individual ones specific to that patrol shift. The ten week Staff and Command class is underway for Sgt. Fenili. A second Sgt. will attend Staff and Command hopefully during the next budget year.*

8. Traffic safety will be enhanced through a DUI grant. The department will submit for DUI grant funding from the Kane Co. DUI Task Force. If the grant is approved, a program will be implemented to remove impaired drivers from the streets of Sugar Grove. *Sugar Grove Police Department has received funding to participate in the Kane County DUI Task Force program. Designated dates and times will be assigned to work the DUI initiative under the guidelines established by the Task Force.*
  
9. Implementation of a part-time administrative officer position. This part-time position would be responsible for technical issues including the department functions of training, records management, emergency management, fleet maintenance, etc. *The position will be advertised and hopefully filled by the end of January 2014. We are still working on the job description and tasks to be performed by this individual.*

Village of Sugar Grove, Illinois  
Public Works Department Action Plan  
Fiscal Year 2013 – 2014

The focus of the Public Works Department for Fiscal Year 2013-2014 will be to attempt to continue maintaining our current levels of service, procedures and safety but with personnel cuts this is difficult. The budget for fiscal year 2013-2014 is conservative and yet continues to provide the basic services residents have come to expect from the Village. It does not include significant new service programs.

Specific goals for the Public Works Department are listed below.

1. IL Route 47 & Cross

Once the utility company facilities have been relocated, construction on the roadway is anticipated to begin. The project consists of constructing right turn lanes on the north, south and east legs of the intersection. Additional work will include storm sewer, utility adjustments, traffic signal modification, guardrail, and curb and gutter. ***Construction was substantially completed in October 2013. A close out meeting has been scheduled for December 5, 2013.***

2. IL Route 47 & Galena Pedestrian Crossing

As part of Bike Path & Sidewalk Installation project at Phillips 66 and Castle Bank, the Village submitted for a right-of-way construction permit from IDOT. This was required due to the fact that both segments of construction are completely within IDOT right-of-way. On October 3, 2012, the Village received a response letter from IDOT outlining permit conditions to be met in order to receive the permit. These conditions included installing pedestrian signals at the NW and NE corners of Galena Boulevard and Route 47, installation of ADA ramps and painting a crosswalk across the north leg of Route 47. ***This project was substantially completed November 22, 2013. Only minor punch list items remain to be completed.***

3. Dugan Road Resurfacing

In an effort to utilize alternate funding sources for pavement maintenance, staff has developed another project for STP Funding. The Surface Transportation Program (STP) provides funding to municipalities for projects on the Federal-Aid Highway System. The Kane/Kendall Council of Mayors (KKCOM) receives approximately \$4.5 million a year in STP funds. Projects approved for STP funding are eligible for a match ratio of 70% of the construction and construction engineering costs. The Village of Sugar Grove currently has Dugan Road approved for STP funding. ***The project is expected to be let out to bid in December 2013 with construction being substantially complete by July 2014.***

4. Mallard Point Wetland Restoration

The Mallard Point Drainage Project includes restoration of the wetlands and pond area. The project includes; clearing the woody plants and shrubs, herbicide applications on stumps and the planting buffer area, cutting / removing all dead vegetation from the planting areas, ground preparation, planting plugs at the shoreline, seeding the buffer area with low profile prairie plantings and installation on "No Mowing / No Dumping" signs. An annual prescribed burn would also be necessary. ***The restoration was completed in August 2013 and preventative maintenance will continue for the next 3 years.***

5. Contractual Custodial Services

The standard cleaning procedures for routine cleaning services at the Village Hall, the Police Station and the Public Works Facility on a weekly basis have been developed. ***Claesson***

Village of Sugar Grove, Illinois  
Public Works Department Action Plan  
Fiscal Year 2013 – 2014

*Janitorial has been contracted and started providing services on June 11, 2013. This project is complete.*

6. Outside Salt Storage Facility

In order to improve the system for outdoor salt storage, End walls, a canvas cover and a door opening for access to the salt would be added. *The foundation is completed and the construction materials are on site. A contractor will complete the installation in early December 2013.*

7. Emerald Ash Borer Treatment Program

The treatment of infested Ash trees on Village property was not included at the onset of the infestation due largely to the fact that we could not estimate the extent of the problem and it was not a widely accepted practice. Simply stated, the impacts associated with treatment at the beginning would have been overwhelming to the Village's budget based on the number Ash trees, the length of time treatment would be needed and the costs per treatment. Since that time, advancements in treatments, reductions in cost and success rates have increased, making treatment a component of the Village's EAB Response Plan. The treatments will start in March 2013 with soil drenching and continue in September 2013 with trunk injections. *Staff completed treatment of 325 Ash trees in September 2013 There are enough funds left in the budget that a spring treatment will be completed in 2014.*

8. Parkway Tree Replacement Program

Since Emerald Ash Borer (EAB) was discovered in the Village in 2007, over 508 ash trees have been removed due to infestation. To date, only about 136 have been replaced. A key step in the Village's EAB Response Plan is a Reforestation Program. The Public Works Department is requesting additional funding for parkway trees so that those areas of the Village hardest hit by EAB can be reforested. Parkway trees are a significant and highly visual portion of the Village's infrastructure. They provide ecological (improving air quality and filtering storm water) as well as aesthetic benefits for our residents. Considering the Village's parkway trees are over 25% ash and EAB can last upwards of 10 years, establishing a reforestation plan is recommended. *The Fall 2013 Program saw \$8,725.00 collected as part of the 50/50 Program and 48 trees were planted. The 50/50 Program will be continued in the Spring of 2014.*

9. Sidewalk Replacement Program

This program will be utilized in conjunction with the Sidewalk Inspection Program to reduce liability and increase the overall condition of the Village's pedestrian pathway system, including ADA accessibility. Repairs will be completed annually and be based on criteria such as liability exposure, condition rating and location. *This project saw limited participation in 2013 with 200 square feet of sidewalk being replaced. However; Staff has been investigating alternative processes to removal and replacement including mud jacking and trip hazard cutting. Staff will continue this program with the remaining funds in spring 2014.*

10. PW Procedural Manual

With completion of procedural development in March 2013, the process of assembling the manual will begin in April 2013. Following this, a final edit and review will be completed. *Staff worked with an intern from IRMA in august 2013 to finalize our Job Safety Analysis and procedures. The*

Village of Sugar Grove, Illinois  
Public Works Department Action Plan  
Fiscal Year 2013 – 2014

*JSA's and key procedures are under final review from IRMA and the manual is expected to be ready for implementation in early 2014.*

11. Mallard Point Settlers Ridge Water Main Extension  
This project includes the water main installation connecting Mallard Point to Settlers Ridge to increase fire flows, improve water quality and provide a looped system for the east side of town. ***This project is currently in the engineering and easement procurement phase. Final plans and construction is expected to be completed in 2014.***
12. Fays Lane Water Main Repairs  
Staff recommends the replacement of approximately 900 feet of 12" ductile water main, valves and fire hydrants on Fays Lane. ***This project is expected to be completed in early 2014.***
13. Water Tower Cleaning  
Part of maintaining a water tower includes cleaning and safely removing mildew stains on the exterior sides of water towers. In due time the mildew stains cause damage to the painted surface causing it to crack, peel and flake which eventually leaves rust marks on the surface of the tank. Cleaning the tanks will extend the life of paint on water storage tanks by several years. ***This project was completed on June 26, 2013.***
14. Hydrant Painting  
The Fire Hydrant Painting Program is a 3 – 4 year project on a ten year cycle. The Village began the last painting program in 2004. Many of the fire hydrants throughout the Village are in desperate need of repainting. Staff recommends beginning the program in FY 2013-14 and adjusting the cycle to be revisited every seven years. ***A total of 135 hydrants were painted. This project was completed on October 11, 2013.***
15. Sewer Maintenance  
Staff will complete I&I Inspections, Sewer Jetting and Manhole Repairs. ***The smoke testing was completed on October 27, 2013 with a total of 52,851 feet of sanitary sewer tested. Repairs to the manholes and other issues is ongoing and expected to be completed by May 2014.***
16. Bliss & 47 intersection and path.  
Staff has been working with the County on developing improvements for the intersection of Bliss Road, Wheeler Road and Route 47. The improvements are expected to include: adding single left turn lanes on Wheeler Road and Bliss Road and traffic signal modifications. Bicycle and pedestrian considerations are also being reviewed. Statements of Interest (SOI's) from pre qualified engineering firms were solicited and were due November 1, 2013. Staff is currently reviewing the SOI's to select 3 firms for RFQ's relating to Phase I engineering. ***This project is scheduled for engineering in 2014 and construction in 2015.***
17. I 88 and IL 47 RFQ Phase I Engineering.  
Staff has been working with IDOT, the Tollway and the County to develop a full access interchange at Route 47 / I-88. A feasibility study was completed in 2010 and a Letter of Intent is in the process of being approved. The next step is soliciting RFQ's for Phase I engineering. A Statement of Interest (SOI) notification was released on November 1, 2013. ***Qualified engineering firms will***

Village of Sugar Grove, Illinois  
Public Works Department Action Plan  
Fiscal Year 2013 – 2014

*have until December 2, 2013 to submit their SOI's and RFQ's. A short list of qualified firms will be developed for follow up interviews by January 10, 2014.*

18. Dugan and Granart Road Intersection Project

The Village, in cooperation with IDOT, is proposing to improve the Dugan Road / Granart Road intersection in an effort to facilitate a free flow of traffic and increase safety for the motoring public. The Village is intending to realign Granart Road to provide greater spacing from the intersection of US 30 and the BNSF at grade crossing, while facilitating increased storage capacity with improved geometrics and intersection controls. TADI has prepared a proposal to provide professional engineering services to cover design engineering for the Dugan Road / Granart Road Intersection Improvement Project. The proposal includes providing the following services: Data Collection and Surveying, Base Mapping, Future Traffic Projections, Develop and Analyze up to Five (5), Alternatives for the Realigned Intersection, Required Documentation and Project Meetings. A roundabout intersection has been chosen as the most beneficial design. *An open house presentation on this project has been scheduled for December 3, 2013. Engineering and construction are expected to take place in 2014.*

## Sign List

### **Outside of Sign District A**

**Existing nonconforming permanent non-res. wall and ground advertising signs for having a:**

**Pole sign (some may also be non-opaque):**

Castle Bank, 36 E. Galena Boulevard

Sugar Grove Motel, US Highway 30

Runway to Galway, 1942 W. US Highway 30

Former Oak Trust Credit Union, 80 N. Dugan Road

**Wall box sign (all are also non-opaque):**

Open Range Southwest Grill, 1 Golfview Road

Nick's Furniture, 760 Heartland Drive

ReMax, 330 Division Drive

Former Oak Trust Credit Union, 80 N. Dugan Road (2)

CMC Electronics, 84 N. Dugan Road

**Non-opaque sign:**

Open Range Southwest Grill, 1 Golfview Road (monument sign)

**Wall sign exceeding maximum area requirement:**

Superior Wash, 45 Wheeler Road

## **Within Sign District A**

**Existing nonconforming permanent non-res. wall and ground advertising signs for having a:**

**Pole sign (includes several that are also non-opaque):**

Multi-tenant building, 26-46 Terry Drive (2)

Old Second Bank, 92 Frontage Road

BP gas station, 109 S. State Route 47

American Legion, 65 1<sup>st</sup> Street

Multi-tenant building, 26-50 Cross Street

Sugar Grove Cleaners, 98 S. Main Street

Village Liquor, 84 S. Main Street

Multi-tenant building, 91 Sugar Lane

Fireside Grille, 49 Sugar Lane

**Wall box sign (most are non-opaque, any that are opaque will be removed from list shortly):**

Multi-tenant building, 26-46 Terry Drive (13, including 5 on roof)

Multi-tenant building, 110 S. State Route 47 (2)

Multi-tenant building, 125 S. State Route 47 (4)

All Service Heating & Air Conditioning, 220 Main Street

Multi-tenant building, 26-50 Cross Street

Sugar Grove Cleaners, 98 S. Main Street

Former Edward Jones, 84 S. Main Street (2)

Multi-tenant building, 91 Sugar Lane (3)

Multi-tenant building, 6 S. Main Street

**Non-opaque sign:**

West Physical Therapy (monument sign)

## Outside of Sign District A

### Pole signs (one is also non-opaque):

Castle Bank, 36 E. Galena Boulevard

Sugar Grove Motel, 1650 W. US Highway 30

Runway to Galway, 1942 W. US Highway 30

Former Oak Trust Credit Union, 80 N. Dugan Road (**example below**)



Outside of Sign District A these would be allowed to remain five (5) years. They may either be removed or changed into a monument sign.

## Outside of Sign District A

### Wall box signs (all are also non-opaque):

Open Range Southwest Grill, 1 Golfview Road

Nick's Furniture on multi-tenant building, 760 Heartland Drive

ReMax in multi-tenant bldg., 330 Division Drive **(example below)**

Former Oak Trust Credit Union, 80 N. Dugan Road (2)

CMC Electronics, 84 N. Dugan Road



Outside of Sign District A these would be allowed to remain five (5) years. They may either be removed or changed to a flush sign or letter sign (if the building type is appropriate).

## Outside of Sign District A

### Non-opaque monument signs:

Open Range Southwest Grill, 1 Golfview Road

Superior Wash, 45 Wheeler Road (next to State Route 47) **(example below)**



Outside of Sign District A these non-opaque panels would be allowed to remain five (5) years. They would need to be changed to opaque panels.

## Outside of Sign District A

Wall sign exceeding maximum area requirement:

Superior Wash, 45 Wheeler Road (example below)



This excessive lettering would be allowed to remain five (5) years. The "Spot Free Rinse" and "Brushless Automatic" would likely need to be removed to meet the maximum allowed sign area. This would leave the name of the business.

## Within Sign District A

### **Pole signs (most are also non-opaque):**

Multi-tenant building, 26-46 Terry Drive (2) (next to State Route 47) **(example below)**

Old Second Bank, 92 Frontage Road

BP gas station, 109 S. State Route 47

American Legion, 65 1<sup>st</sup> Street

Multi-tenant building, 26-50 Cross Street

Sugar Grove Cleaners, 98 S. Main Street

Village Liquor, 84 S. Main Street (next to Cross Street)

Multi-tenant buildings, 91 Sugar Lane and 84 S. Main Street

Fireside Grille, 49 Sugar Lane

**(Continued on next page)**



Within Sign District A these would be allowed to remain seven (7) years. They may either be removed or changed to a monument sign.

## Within Sign District A

### Wall box signs (most are also non-opaque):

Various on multi-tenant building, 26-46 Terry Drive (13, including 5 on roof)

All-State on multi-tenant building, 110 S. State Route 47 (2)

Minardi Chiropractic and Signature Real Estate on multi-tenant bldg., 125 S. State Route 47 (4)

All Service Heating & Air Conditioning, 220 S. Main Street

Various on multi-tenant building, 26-50 Cross Street (2) **(example below)**

Sugar Grove Cleaners, 98 S. Main Street

Former Edward Jones on multi-tenant building, 84 S. Main Street (2)

Various on multi-tenant building, 91 Sugar Lane (3)

Midwest Quick Lube on multi-tenant building, 6 S. Main Street

**(Continued on next page)**



**Within Sign District A these panels would be allowed to remain three (3) years. They would need to be changed to opaque panels or a new sign consistent with other signs on the building would need to be installed. The example above would support letter signs similar to Genoa Pizza or else all signs on the building would need to be changed to flush signs. A single building would only be allowed to have one type of sign.**

**The other buildings in the area are not truly capable of displaying letter signs. Those buildings have almost entirely box signs currently. Again, those box signs would need to be changed to opaque panels or else all signs on a single building would need to be changed to flush signs. Village Liquor is the only exception in that it has a letter sign currently. Staff would work with this user to change their sign to either a box sign or flush sign, consistent with other users in the building.**

## Within Sign District A

### Non-opaque monument signs:

West Physical Therapy, 38 S. Main Street (next to State Route 47) (example below)



Within Sign District A these would be allowed to remain three (3) years. They would need to be changed to opaque panels.

## **Opaque vs. Non-Opaque**

Definition of opaque:

1. Not transparent or translucent; impenetrable to light; not allowing light to pass through
2. Not transmitting radiation, sound, heat, etc.
3. Not shining or bright; dark; dull.

As applied to a typical ground sign or wall box sign's background area this means that light may not pass through the background area, only through the lettering or logo – the part you want to see!

Examples follow next page.

Opaque:



Non-opaque:



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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** RICH YOUNG, COMMUNITY DEVELOPMENT DIRECTOR  
MIKE FERENCAK, VILLAGE PLANNER  
**SUBJECT:** DISCUSSION: ZONING (SIGN) ORDINANCE TEXT  
AMENDMENT TO AMEND SECTIONS 11-7-2, 11-7-3, 11-7-4,  
11-9A-2, 11-12-3, 11-12-6, 11-14 AND 12-6-10  
**AGENDA:** DECEMBER 3, 2013 COMMITTEE OF THE WHOLE MEETING  
**DATE:** NOVEMBER 27, 2013

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## **ISSUE**

Review and discussion of the Comprehensive Sign Ordinance Amendment.

## **DISCUSSION**

Sections 1, 3, 4, 5, and 7 through 11 were reviewed at the July 16, 2013 and August 6, 2013 meetings. At the August 20, 2013 Committee of the Whole meeting Sections 2, 6, and 12 were reviewed. The Committee asked whether it was typical to give a timeframe for existing, nonconforming signs to be brought into compliance with the new ordinance. It was asked if staff would complete an inventory of existing signs prior to adoption of the ordinance. There was also concern that many of the existing signs near State Route 47 and Cross Street would not be in conformance and maybe signs in that specific area should be allowed to remain. In general, the Committee was in favor of the amendment.

Staff has taken some time to research further the proposed discontinuance timeframe for existing nonconforming permanent non-residential wall and ground advertising signs along with which signs would be subject to this requirement. Staff completed a sign inventory (attached). Staff has also defined an area (Sign District A) with special provisions. Sign District A includes properties with addresses of Terry Drive, Frontage Road, State Route 47 (1 S. to 200 S.), 1<sup>st</sup> Street, Main Street, Cross Street, and Sugar Lane.

Staff proposes to limit the discontinuation of signs outside of Sign District A to those that are existing nonconforming permanent non-residential ground pole signs, wall box signs, non-opaque signs, and / or wall signs not in compliance for maximum area. Staff identified these qualities as being the most obvious negative qualities in signage and which should be eliminated over a period of five (5) years.

Staff also proposes special provisions for Sign District A. All existing nonconforming permanent non-residential ground pole signs would be discontinued over a period of seven (7) years. Monument signs with non-opaque panels would need to be changed to opaque within three (3) years. All wall box

**signs that exist presently would be allowed to remain as long as the panel is opaque or is changed to opaque within three (3) years.**

**Effectively, these requirements would mean that all pole signs in the Village would be eliminated in either five (5) or seven (7) years, all wall box signs in the Village outside of Sign District A would be eliminated in five (5) years with a permanent allowance for current box signs in Sign District A as long as they are opaque, and opaque signs would be the standard throughout the Village. Also, any buildings with excessive wall signage or any roof signage would be reduced or removed / relocated (there is only one building with each of these types of signs).**

The Committee of the Whole last reviewed the text of this amendment at the November 3, 2009 meeting. The Committee was in support of the amendment, but it was not in final draft form. Some sections were not complete and the staff and Plan Commission were still generating comments. One significant change needed was a reformatting of the layout of the amendment suggested by the Village Attorney. Due to other priorities the amendment was not reformatted at that time.

In March of this year the amendment was reformatted. Other important improvements were made to the amendment including adjustments to other sections of the Village Code that discuss signage. The draft was reviewed by the Plan Commission at a public hearing at the April 17, 2013 meeting. There was no comment from the public. The Plan Commission recommended approval of the amendment 5-0 with a few minor corrections needed. Staff has made these corrections and final adjustments to definitions and text.

The proposed Sign Ordinance is not directly comparable to the existing Sign Ordinance as the format and chapters have been reconfigured. Staff believes it has been formatted in a much more logical fashion that will be easier and more efficient to utilize on a day-to-day basis (both for staff and the public).

As there is a lot of material to cover in this Ordinance, staff would suggest reviewing the material over several meetings. Staff suggests reviewing Section 1, the definition of Sign as listed in Section 2 Definitions, and Section 3 at the first meeting. A review of these will provide the basis for understanding all the details in the following Sections. At the second meeting, staff suggests reviewing Sections 4 to 5, and Sections 7 to 11. These are the main regulations in the Ordinance. Finally, at a third meeting, staff suggests reviewing the remaining sections: Section 6, and Section 12. Section 2 should be reviewed throughout all meetings.

The content of the proposed Sign Ordinance is a combination of relevant parts of the current Sign Ordinance, standards from other municipalities, and views from staff, the Plan Commission, and the Village Board. Many materials were referenced including sign plans, the Route 47 Corridor Manual, news articles, planners' resources, conference materials, pictures of signs both in and outside the Village, and other research.

In addition to the Sign Ordinance itself, CD staff intends to create a separate sign permit application which will include all submittal requirements and a description of the submittal, review, and approval process.

Attachments:

1. Sign List
2. Draft Sign Ordinance (dated July 16, 2013) (previously provided)

**COST**

The only cost to date was publication of the public hearings and Village Attorney time.

**RECOMMENDATION**

That the Committee review staff's proposed requirements for existing nonconforming permanent non-residential wall and ground advertising signs and requirements for Sign District A. If the Committee is in agreement with staff, staff will finish writing the ordinance according to this design and bring the Comprehensive Sign Ordinance Update to the next regular Board meeting for approval.



**WHEREAS**, OWNER has or will perform and execute all acts required by law to effectuate such annexation; and,

**WHEREAS**, OWNER will perform all acts, duties and responsibilities required by this Agreement and by the VILLAGE Code to develop the Property; and,

**WHEREAS**, all notices required by law relating to this annexation and to this Agreement have been given to the persons or entities entitled to such notice pursuant to the applicable provisions of the Illinois Compiled Statutes; and,

**WHEREAS**, the Corporate Authorities of the VILLAGE have duly affixed the time for a public hearing on this Agreement and pursuant to legal notice have held such hearing thereon all as required by the provisions of the Illinois Compiled Statutes; and,

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

**WHEREAS**, it is the desire of the VILLAGE and OWNER that the development of the Property proceed, subject to the ordinances, codes and regulations of the VILLAGE as amended; and,

**WHEREAS**, in accordance with the powers granted to the VILLAGE by the provisions of 65 ILCS 5/11-15.1-1 through 15.1-5, inclusive, relating to Annexation Agreements, the parties hereto wish to enter into a binding Agreement with respect to the Property and to provide for various other matters related directly or indirectly to the annexation of the Property as authorized by the provisions of said statutes; and,

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

1. **ANNEXATION.**

OWNER has filed with the Clerk of the VILLAGE a duly executed verified petition pursuant to, and in accordance with, the provisions of 65 ILCS 5/7-1-1 *et seq.* to annex the Property and any adjacent highways to the VILLAGE subject to the approval of this Agreement. Upon execution of this Agreement the VILLAGE shall thereafter take all steps necessary to annex and zone the Property pursuant to the terms of this Agreement. The Annexation of the Property shall occur in two phases. The portion of the Property described on Exhibit A-1 (attached hereto and incorporated herein by reference) shall be annexed immediately upon execution of this Agreement. It is expressly understood that this Agreement, in its entirety, together with the Petition for Annexation for the Property, shall be null, void and of no force and effect unless the portion of the Property described on Exhibit A-1 is zoned and classified as provided in this Agreement by the adoption of ordinances by the VILLAGE contemporaneously

with the annexation of the PROPERTY. The annexation of the portion of the Property legally described on Exhibit A-2 (attached hereto and incorporated herein by reference) shall occur upon the 1<sup>st</sup> Amendment of this agreement contemplated in Section 3 and Exhibit B hereto.

2. **ZONING.**

After annexation of the Property, per the Zoning Ordinance Section 11-2-5 the Property shall be automatically classified as an E-1 Estate Residential District.

3. **FUTURE USE AND DEVELOPMENT.**

The Parties acknowledge that the current use of the Property is agricultural (plants, not animal husbandry which is hereby prohibited). Said use may continue upon and after annexation of the Property to the VILLAGE uninterrupted for the duration of this Agreement. Further no other uses, may be commenced, nor may any further development of the Property (of any type or character) be commenced until an amended annexation agreement for the Property is agreed to between the then OWNER of the Property (or portion of the Property) and the VILLAGE. Said Amendment shall encompass the items listed on Exhibit B and potentially other items not yet contemplated by the Parties. The VILLAGE is free to condition its approval of an amendment on any items it deems appropriate at the time and shall not be required to approve any amendment or allow any use (other than what is occurring as of the date of this agreement) unless it wishes to do so in its sole and absolute discretion. The Parties acknowledge that said discretion on the part of the VILLAGE is broad, and as such, the only remedy for the then current OWNER, if he/she/it is not satisfied with the proposed conditions of an amendment, is that he/she/it shall be permitted to disconnect the Property from the VILLAGE, pursuant to Paragraph 4 hereof.

4. **DISCONNECTION.**

**A) Voluntary:** As noted in Paragraph 3 hereof, the VILLAGE acknowledges that VILLAGE and OWNER have entered into this Agreement with the expectation that the Agreement would be subsequently amended to incorporate certain mutually satisfactory conditions for development, including, but not limited to, the rezoning of part or all of the Property, the issuance of special uses, and the modification of certain VILLAGE ordinances (the "Conditions of Development"). In the event that OWNER determines, anytime prior to the issuance of the first occupancy permit within the Property, that, in its sole opinion, the Conditions of Development it deems necessary for the development of the Property have not been incorporated into an Amendment of this Agreement, than OWNER may elect to disconnect the entire Property from the VILLAGE. Upon receipt of OWNER's notice of disconnection, VILLAGE and OWNER shall immediately take such actions as may be required to effect the disconnection of the Property from the VILLAGE, including but not limited to the filing of petitions and the passage of ordinances. Upon such disconnection, this Agreement shall be of no further force and effect, except as otherwise provided herein.

VILLAGE agrees that it shall not annex, incorporate, consolidate, or otherwise join any property contiguous to the Property to the VILLAGE prior to the issuance of the first occupancy

permit on the Property unless such annexation, incorporation, consolidation or any other joinder of property will not: (i) affect the Property's status as located on the border of the VILLAGE and (ii) in the event the Property is disconnected, result in the isolation of any part of the VILLAGE from the remainder of the VILLAGE. The OWNER may waive the provisions of this subparagraph without an amendment of this Agreement.

VILLAGE hereby acknowledges that if the Property is disconnected from the VILLAGE pursuant to this provision: (a) the growth prospects and plan and zoning ordinances of the VILLAGE would not be unreasonably disrupted; (b) there would be no disruption to existing municipal service facilities, such as, but not limited to, sewer systems, street lighting, water mains, garbage collection, and fire protection; and (c) if disconnected, the VILLAGE would not be unduly harmed through loss of tax revenue in the future.

**B) Mandatory:** In the event no amended annexation Agreement has been entered into by the Parties (or their successors), the OWNER agrees to consent (and does hereby consent) to a disconnection of the Property by the VILLAGE 19 years and 6 months after execution hereof. The OWNER agrees it shall immediately take such actions as may be required to effect the disconnection of the Property from the VILLAGE, including but not limited to, the filing of petitions.

5. **TIME IS OF THE ESSENCE.**

It is understood and agreed by the parties that time is of the essence in this Agreement, and that all parties will make every reasonable effort to expedite the subject matter hereof. It is further understood and agreed by the parties that the successful consummation of this Agreement requires their continued cooperation.

6. **BINDING EFFECT AND TERM.**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns including, but not limited to, successor OWNER of record, successor developers, lessees and successor lessees, and upon any successor municipal authority of the VILLAGE and successor municipalities for a period of twenty (20) years from the later of the date of execution hereof and the date of adoption of the ordinances pursuant hereto. The Parties agree that this Agreement may be amended, at any time. This power to amend includes the power to amend the Agreement as to only a portion of the Property. An amendment as to any portion of the Property shall only require the consent of the then OWNER of said portion of the Property and shall not require the consent of the then OWNER(s) of any other portion of the Property. It is acknowledged that this power to amend as to a portion of the Property may result in inequitable treatment between the OWNERS of portions of the Property as to obligations that may have once been uniform across the Property. The OWNER hereby agrees that the benefits of the ability to amend this Agreement (by OWNERS of portions of the Property) outweigh the potential detriments of inequitable treatment and agrees to this provision (thus binding its successor OWNERS) in spite of said potential inequities.

7. **NOTICES.**

Upon a breach of this Agreement, any of the Parties in any court of competent jurisdiction, by any action or proceeding at law or in equity, may exercise any remedy available at law or equity.

Before any failure of any Party of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, by certified mail/receipt requested, the Party alleged to have failed to perform, state the obligation allegedly not performed and the performance demanded.

Notice shall be provided at the following addresses:

VILLAGE: Village of Sugar Grove  
10 S. Municipal Drive  
Sugar Grove, IL 60554

Copy to: VILLAGE Attorney:  
Steven A. Andersson  
Mickey, Wilson, Weiler, Renzi & Andersson P.C.  
2111 Plum Street, Suite 201  
Aurora, Illinois 60507-0787

OWNER: Sugar Grove LLC  
1751A West Diehl Road  
Naperville, Illinois 60563

Copy to: Gould & Ratner LLP  
John H. Mays  
222 N. LaSalle Street, Suite 800  
Chicago, IL 60601

8. **AGREEMENT TO PREVAIL OVER ORDINANCES.**

In the event of any conflict between this Agreement and any ordinances of the VILLAGE in force at the time of execution of this Agreement or enacted during the pendency of this Agreement, the provision of this Agreement shall prevail to the extent of any such conflict or inconsistency.

9. **PARTIAL INVALIDITY OF AGREEMENT.**

If any provision of this Agreement (except those provisions relating to the requested rezoning of the Property identified herein and the ordinances adopted in connection herewith), or its application to any person, entity, or property is held invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect the application or validity of

any other terms, conditions and provisions of this Agreement and, to that end, any terms, conditions and provisions of this Agreement are declared to be severable.

If for any reason during the term of this Agreement, any approval or permission granted hereunder regarding plans or plats of subdivision or zoning is declared invalid, the VILLAGE agrees to take whatever action is necessary to reconfirm such plans, plat approvals or zoning ordinances effectuating the zoning, variations and plat approvals proposed herein.

10. **MISCELLANEOUS**

A. **Headings:** The article headings are inserted for convenience only, and in no way define, limit or describe the scope or intent of any article or section of this Agreement

B. **Governing Law and Venue:** This Agreement, and the covenants and undertakings made hereunder, are performable in Kane County, Illinois, and shall be governed by the laws of the State of Illinois. Any legal proceeding of any kind arising from this Agreement shall be filed in the Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois.

C. **Mutual Assurances:** The Parties shall do all things necessary or appropriate to carry out the terms and provision of this Agreement, and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as stated herein. Such actions shall include, but not be limited to, giving of such notices, holding public hearings, enactment by the VILLAGE of such resolutions, ordinances, or other measures as may be necessary to enable the Parties' compliance with the provisions of this Agreement.

D. **Amendment:** This Agreement, together with the exhibits attached hereto, may be amended only by the written agreement of the Parties, and execution of all required ordinances and after provided public notice as provided by law.

E. **Entire Agreement:** This Agreement, together with all exhibits referenced herein and attached hereto, contains all agreements, understandings, and covenants of the Parties.

F. **Conflict:** In the event there is a conflict between the terms and provision of the body of the text of this Agreement with the applicable VILLAGE codes, ordinances, or regulations, the terms and provisions of this Agreement shall control and prevail. Except as specifically provided otherwise in this agreement, all parties shall perform their obligations under this agreement in accordance with all applicable State, Federal and County laws, rules, ordinances and regulations and all VILLAGE Ordinances, resolutions and rules and regulations at the time of reference.

G. **Counterparts.** This Agreement may be signed in counterparts.

H. **Incorporation of Recitals.** The Recitals are material to this Agreement, and are incorporated as part of this Agreement by this reference.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement the day and year first above written.

[Space below intentionally left blank]

**VILLAGE:**

**THE VILLAGE OF SUGAR GROVE**

By: \_\_\_\_\_  
P. Sean Michels, Village President

Attest: \_\_\_\_\_  
Cynthia L. Galbreath, Village Clerk

STATE OF ILLINOIS        )  
  )   SS  
COUNTY OF KANE         )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that P. Sean Michels and Cynthia L. Galbreath, personally known to me to be the VILLAGE President and VILLAGE Clerk, respectively, of the VILLAGE of Sugar Grove, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such VILLAGE President and VILLAGE Clerk, they signed and delivered the said instrument as President and VILLAGE Clerk caused the corporate seal of said VILLAGE to be affixed thereto, pursuant to authority, given by the VILLAGE of Sugar Grove VILLAGE Trustees as the free and voluntary act and deed of said VILLAGE for the uses and purposes set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
Notary Public

**OWNER:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

STATE OF ILLINOIS            )  
  )  SS  
COUNTY OF KANE            )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_, 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 delivered the said instrument as a free and voluntary act for the uses and purposes set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
Notary Public

## **EXHIBIT LIST**

Exhibit "A"	LEGAL DESCRIPTION
"Exhibit A-1"	LEGAL DESCRIPTION OF PHASE 1 OF ANNEXATION
"Exhibit A-2"	LEGAL DESCRIPTION OF PHASE 2 OF ANNEXATION
Exhibit "B"	CHECKLIST OF AMENDMENT ISSUES

**Exhibit "A"**

**LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED**

PARCEL 1: THAT PART OF SECTION 29, 30, 31 AND 32 TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE NORTH 80 DEGREES, 31 MINUTES, 14 SECONDS EAST 220.20 FEET TO AN EXISTING LIMESTONE MONUMENT; THENCE NORTH 86 DEGREES, 54 MINUTES, 14 SECONDS EAST 1463.91 FEET TO AN EXISTING IRON PIPE STAKE; THENCE NORTH 86 DEGREES, 54 MINUTES, 14 SECONDS EAST ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE 175.00 FEET; THENCE SOUTH 77 DEGREES, 24 MINUTES, 27 SECONDS EAST 265.54 FEET TO AN EXISTING CROSS CUT ON THE CENTER OF A CONCRETE BRIDGE OVER BLACKBERRY CREEK FOR A POINT OF BEGINNING; THENCE SOUTH 86 DEGREES, 55 MINUTES, 14 SECONDS EAST ALONG THE CENTER LINE OF SEAVEY ROAD 1908.39 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND KNOWN AS PARCEL E8- 28.2 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY PROCEEDINGS OUTLINED IN CASE NO. 71-ED-7077 IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS; THENCE SOUTH 06 DEGREES, 55 MINUTES, 15 SECONDS EAST ALONG THE WESTERLY LINE OF SAID TRACT 1165.95 FEET TO THE SOUTHWESTERLY CORNER OF SAID TRACT; THENCE SOUTH 83 DEGREES, 23 MINUTES, 39 SECONDS WEST ALONG A NORTHERLY LINE OF A TRACT OF LAND KNOWN AS PARCEL E8-28A ALSO ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY UNDER CASE NO. 71-ED-7077, AFOREMENTIONED, 669.96 FEET TO AN ANGLE IN SAID NORTHERLY LINE; THENCE NORTH 62 DEGREES, 24 MINUTES, 45 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT 845.31 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 36 DEGREES, 35 MINUTES, 25 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 712.02 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 30 DEGREES, 41 MINUTES, 55 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 349.97 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 37 DEGREES, 48 MINUTES, 25 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 102.08 FEET TO A LINE DRAWN NORTH 77 DEGREES, 24 MINUTES, 27 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 77 DEGREES, 24 MINUTES, 27 SECONDS EAST ALONG SAID LINE 35.13 FEET TO THE POINT OF BEGINNING, IN BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE SOUTH HALF OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 29 AS MONUMENTED BY AN AXLE; THENCE SOUTHERLY, 366.30 FEET ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER TO AN IRON PIPE AT

THE SOUTHWEST CORNER OF PROPERTY DESCRIBED IN A DEED RECORDED AS DOCUMENT 2001K029336 FOR A POINT OF BEGINNING; THENCE SOUTH 68 DEGREES 17 MINUTES 52 SECONDS EAST, 1955.09 FEET ALONG THE SOUTHERLY LINE OF PROPERTY DESCRIBED IN DEED RECORDED AS DOCUMENT 2001K029336 TO AN IRON PIPE AT THE FENCE CORNER OF A FENCE LINE BETWEEN PROPERTY OCCUPIED BY DONALD AND RUTH FEECE AND RALPH AND HELEN RUSSELL; THENCE SOUTH 12 DEGREES 33 MINUTES 48 SECONDS WEST, 273.19 FEET ALONG SAID OCCUPIED LINE TO AN IRON PIPE; THENCE SOUTH 12 DEGREES 18 MINUTES 48 SECONDS WEST, 572.87 FEET ALONG SAID OCCUPIED LINE TO AN IRON PIPE; THENCE NORTH 85 DEGREES 17 MINUTES 36 SECONDS WEST, 2776.73 FEET TO THE EASTERLY LINE OF ROUTE 47 AS DEDICATED AND DESCRIBED AS TRACT NO. 2 IN A MISCELLANEOUS RECORD RECORDED AS DOCUMENT 323956 AND DEPICTED ON PLAT OF DEDICATION RECORDED AND FILED IN BLUE PRINT BOOK 8; THENCE NORTH 11 DEGREES 19 MINUTES 34 SECONDS EAST, 251.66 FEET ALONG SAID EASTERLY LINE TO THE SOUTHERLY CORNER OF PART "C" OF PARCEL NO. 0066 IN THE CONDEMNATION PROCEEDINGS OF THE SIXTEENTH JUDICIAL CIRCUIT, KNOWN AS CASE NO. 70ED8972; THENCE NORTH 23 DEGREES 43 MINUTES 23 SECONDS EAST, 127.64 FEET ALONG THE EASTERLY LINE OF ROUTE 47, BEING THE EASTERLY LINE OF SAID PART "C" OF PARCEL NO. 0066, TO AN ANGLE POINT; THENCE NORTH 31 DEGREES 02 MINUTES 48 SECONDS EAST, 154.30 FEET ALONG SAID EASTERLY LINE; THENCE SOUTH 79 DEGREES 22 MINUTES 50 SECONDS EAST, 563.45 FEET TO THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF PROPERTY CONVEYED TO NICHOLAS PANAGIOTAROS AS PER DEED RECORDED AS DOCUMENT 2000K050918; THENCE NORTH 14 DEGREES 20 MINUTES 19 SECONDS EAST, 1017.33 FEET ALONG SAID PROLONGATED AND EASTERLY LINE TO THE NORTHEAST CORNER OF SAID PANAGIOTAROS PROPERTY; THENCE SOUTH 69 DEGREES 00 MINUTES 36 EAST, 156.76 FEET ALONG THE SOUTHERLY LINE OF PROPERTY DESCRIBED IN DEED RECORDED AS DOCUMENT 98K036488 TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF THE SOUTH HALF OF SECTION 29 AND THE NORTH HALF OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 29 AS MONUMENTED BY AN AXLE; THENCE SOUTHERLY, 366.30 FEET ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER TO AN IRON PIPE AT THE SOUTHWEST CORNER OF PROPERTY DESCRIBED IN A DEED RECORDED AS DOCUMENT 2001K029336; THENCE SOUTH 68 DEGREES 17 MINUTES 52 SECONDS EAST, 1955.09 FEET ALONG THE SOUTHERLY LINE OF PROPERTY DESCRIBED IN DEED RECORDED AS DOCUMENT 2001K029336 TO AN IRON PIPE AT THE FENCE CORNER OF A FENCE LINE BETWEEN PROPERTY OCCUPIED BY DONALD AND RUTH FEECE AND RALPH AND HELEN RUSSELL; THENCE SOUTH 12 DEGREES 33 MINUTES 48 SECONDS WEST, 273.19 FEET ALONG SAID OCCUPIED LINE TO AN IRON PIPE; THENCE SOUTH 12 DEGREES 18 MINUTES 48 SECONDS WEST, 572.87

FEET ALONG SAID OCCUPIED LINE TO AN IRON PIPE FOR A POINT OF BEGINNING; THENCE SOUTH 12 DEGREES 18 MINUTES 48 SECONDS WEST, 758.17 FEET ALONG SAID OCCUPIED LINE TO AN IRON PIPE; THENCE SOUTH 11 DEGREES 48 MINUTES 48 SECONDS WEST, 291.56 FEET ALONG SAID OCCUPIED LINE TO AN IRON PIPE IN THE CENTER LINE OF SEAVEY ROAD; THENCE NORTH 84 DEGREES 45 MINUTES 06 SECONDS WEST, 4.14 FEET ALONG SAID CENTERLINE TO AN ANGLE POINT; THENCE NORTH 85 DEGREES 17 MINUTES 36 SECONDS WEST, 2372.40 FEET ALONG SAID CENTERLINE TO THE SOUTHEASTERLY CORNER OF PART "A" OF PARCEL NO. 0066 IN THE CONDEMNATION PROCEEDINGS OF THE SIXTEENTH JUDICIAL CIRCUIT, KNOWN AS CASE NO. 70ED8972 (THE FOLLOWING FIVE COURSES ARE ALONG THE EASTERLY LINE OF SAID PART "A" OF PARCEL NO. 0066); THENCE NORTH 04 DEGREES 42 MINUTES 24 SECONDS EAST, 33.00 FEET; THENCE NORTH 77 DEGREES 30 MINUTES 30 SECONDS WEST, 234.68 FEET; THENCE NORTH 06 DEGREES 20 MINUTES 24 SECONDS WEST, 145.44 FEET; THENCE NORTH 10 DEGREES 53 MINUTES 12 SECONDS WEST, 147.37 FEET; THENCE NORTH 02 DEGREES 42 MINUTES 08 SECONDS EAST, 287.71 FEET TO THE EASTERLY LINE OF ROUTE 47 AS DEDICATED AND DESCRIBED AS TRACT NO. 2 IN A MISCELLANEOUS RECORD RECORDED AS DOCUMENT 323956 AND DEPICTED ON PLAT OF DEDICATION RECORDED AND FILED IN BLUE PRINT BOOK 8; THENCE NORTHERLY, 45.33 FEET ALONG SAID EASTERLY LINE, BEING ALONG A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1870.08 FEET, THE CHORD OF SAID CURVE BEARING NORTH 10 DEGREES 37 MINUTES 54 SECONDS EAST; THENCE NORTH 11 DEGREES 19 MINUTES 34 SECONDS EAST, 361.08 FEET ALONG SAID EASTERLY LINE TANGENT TO THE LAST DESCRIBED COURSE; THENCE SOUTH 85 DEGREES 17 MINUTES 36 SECONDS EAST, 2776.73 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PARCEL 4: THAT PART OF THE NORTH HALF OF SECTION 32 AND PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE SOUTH 89 DEGREES, 19 MINUTES, 26 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER 94.40 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES, 19 MINUTES, 26 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER 161.28 FEET TO THE SOUTHEASTERLY CORNER OF A TRACT OF LAND KNOWN AS PARCEL E8-28B ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY PROCEEDINGS OUTLINED IN CASE NO. 71-ED-7077 IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS; THENCE NORTH 54 DEGREES, 13 MINUTES, 45 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, 372.20 FEET TO A POINT OF CURVATURE IN SAID NORTHEASTERLY LINE; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE BEING ON A CURVE TO THE LEFT HAVING A RADIUS OF 2989.79 FEET AND WHOSE TANGENT LINE BEARS NORTH 54 DEGREES, 14 MINUTES, 43 SECONDS WEST FROM THE LAST DESCRIBED

POINT AN ARC DISTANCE OF 194.86 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 57 DEGREES, 58 MINUTES, 47 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 490.70 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 68 DEGREES, 36 MINUTES, 48 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 876.97 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 65 DEGREES, 45 MINUTES, 51 SECONDS WEST 1246.86 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 79 DEGREES, 18 MINUTES, 31 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 409.64 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND KNOWN AS PARCEL E8-28. 3 ALSO ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY UNDER CASE NO. 71-ED- 7077, AFOREMENTIONED; THENCE NORTH 21 DEGREES, 25 MINUTES, 46 SECONDS WEST ALONG THE EASTERLY LINE OF SAID PARCEL E8- 28. 3, A DISTANCE OF 246.07 FEET TO AN ANGLE IN SAID EASTERLY LINE; THENCE NORTH 09 DEGREES, 35 MINUTES, 13 SECONDS WEST ALONG SAID EASTERLY LINE 828.42 FEET TO THE CENTER LINE OF SEAVEY ROAD; THENCE SOUTH 85 DEGREES, 18 MINUTES, 20 SECONDS EAST ALONG SAID CENTER LINE 2588.97 FEET TO AN EXISTING IRON PIPE STAKE AT AN ANGLE IN SAID CENTER LINE; THENCE SOUTH 84 DEGREES, 45 MINUTES, 32 SECONDS EAST ALONG SAID CENTER LINE 1902.50 FEET TO AN EXISTING IRON PIPE STAKE AT AN ANGLE IN SAID CENTER LINE; THENCE SOUTH 61 DEGREES, 31 MINUTES, 32 SECONDS EAST ALONG SAID CENTER LINE 274.10 FEET; THENCE SOUTH 28 DEGREES, 20 MINUTES, 58 SECONDS WEST 2297.15 FEET TO THE POINT OF BEGINNING, IN BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL 5: THAT PART LYING EASTERLY OF A LINE DRAWN PARALLEL WITH AND 90 FEET NORMAL DISTANT EASTERLY OF THE CENTER LINE OF ILLINOIS STATE ROUTE 47 OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID SOUTHWEST QUARTER, 16.90 CHAINS EAST OF THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG SAID NORTH LINE TO THE WESTERLY LINE OF A TRACT OF LAND CONVEYED TO HORACE MASON BY DEED DATED OCTOBER 17, 1844 AND RECORDED APRIL 24, 1848 IN BOOK 10, PAGE 487; THENCE SOUTH 40 DEGREES EAST ALONG SAID WESTERLY LINE 13.83 CHAINS TO THE NORTHERLY LINE OF A TRACT OF LAND CONVEYED TO HARRY WHITE BY DEED DATED NOVEMBER 8, 1844 AND RECORDED DECEMBER 21, 1849 IN BOOK 16, PAGE 56; THENCE SOUTH 68 DEGREES WEST ALONG SAID NORTHERLY LINE 14.80 CHAINS; THENCE WESTERLY ALONG SAID NORTHERLY LINE TO A POINT IN THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32 AFORESAID, 15.78 CHAINS SOUTH OF THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE WEST 1.58 CHAINS; THENCE NORTH THREE AND THREE QUARTERS DEGREES WEST 15.88 CHAINS TO THE POINT OF BEGINNING IN THE TOWNSHIP OF BLACKBERRY, KANE COUNTY, ILLINOIS.

PARCEL 6: THAT PART OF SECTION 32 AND PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER 580.80 FEET TO THE CENTER LINE OF A ROAD; THENCE NORTH 87 DEGREES, 59 MINUTES, 00 SECONDS EAST ALONG SAID CENTER LINE 625.20 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 47; THENCE CONTINUING NORTH 87 DEGREES, 59 MINUTES, 00 SECONDS EAST 63.08 FEET TO THE EASTERLY LINE OF SAID STATE ROUTE AS ESTABLISHED BY DOCUMENT 1172075 FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 87 DEGREES, 59 MINUTES, 00 SECONDS EAST 66.12 FEET TO A POINT THAT IS 129.20 FEET NORTH 87 DEGREES, 59 MINUTES, 00 SECONDS EAST OF THE CENTER LINE OF SAID STATE ROUTE; THENCE NORTH 88 DEGREES, 37 MINUTES, 00 SECONDS EAST 4105.25 FEET TO THE SOUTHWESTERLY LINE OF PARCEL E8-31, BEING PART OF PREMISES ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY CONDEMNATION PROCEEDINGS HELD IN THE CIRCUIT COURT OF KANE COUNTY AND KNOWN AS CASE NO. 71-ED-7447; THENCE NORTH 55 DEGREES, 17 MINUTES, 41 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE 1439.12 FEET TO AN ANGLE IN SAID SOUTHWESTERLY LINE; THENCE NORTH 60 DEGREES, 02 MINUTES, 46 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE 301.10 FEET TO AN ANGLE IN SAID SOUTHWESTERLY LINE; THENCE NORTH 52 DEGREES, 25 MINUTES, 58 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE 500.73 FEET TO AN ANGLE IN SAID SOUTHWESTERLY LINE; THENCE NORTH 55 DEGREES, 17 MINUTES, 41 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE 1314.01 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE SOUTH 88 DEGREES, 15 MINUTES, 15 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER 938.03 FEET TO A POINT THAT IS 995.45 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 04 DEGREES, 08 MINUTES, 43 SECONDS WEST 221.76 FEET TO A MONUMENTAL STONE; THENCE SOUTH 84 DEGREES, 15 MINUTES, 40 SECONDS WEST 1502.24 FEET TO THE NORTHEAST CORNER OF PARCEL E8-31. 1, BEING PART OF SAID ILLINOIS STATE TOLL HIGHWAY PREMISES; THENCE SOUTH 19 DEGREES, 39 MINUTES, 49 SECONDS EAST ALONG THE EASTERLY LINE OF SAID PARCEL 447.36 FEET TO THE SOUTHERLY CORNER THEREOF; THENCE SOUTH 41 DEGREES 08 MINUTES 37 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID STATE ROUTE 100.38 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE SOUTH 35 DEGREES, 25 MINUTES, 34 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID STATE ROUTE 72.39 FEET TO THE WESTERLY LINE OF A TRACT OF LAND CONVEYED TO HORACE MASON BY DEED RECORDED APRIL 24, 1848 IN BOOK 10 AT PAGE 487; THENCE SOUTH 39 DEGREES, 38 MINUTES, 22 SECONDS EAST ALONG SAID WESTERLY LINE 328.87 FEET TO A STONE ON THE SOUTHEASTERLY LINE EXTENDED OF LOT 13 IN MARIAN WOODS, BEING A

SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 7, BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS; THENCE SOUTH 66 DEGREES, 02 MINUTES, 22 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE EXTENDED 24.63 FEET TO THE EASTERLY LINE OF SAID STATE ROUTE; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID STATE ROUTE AS ESTABLISHED BY DOCUMENT 1172075, A DISTANCE OF 1550.42 FEET TO THE POINT OF BEGINNING, IN BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL 7: THAT PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER 580.8 FEET TO THE CENTER LINE OF A GRAVEL ROAD; THENCE NORTH 87 DEGREES 59 MINUTES EAST ALONG SAID CENTER LINE, 625.2 FEET TO THE CENTER LINE OF STATE HIGHWAY NO. 47 FOR THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 59 MINUTES EAST 129.2 FEET; THENCE NORTH 88 DEGREES 37 MINUTES EAST 215.1 FEET; THENCE SOUTH 09 DEGREES 54 MINUTES EAST 404.5 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES WEST 290.6 FEET TO THE CENTER LINE OF SAID STATE HIGHWAY NO. 47; THENCE NORTHERLY ALONG SAID CENTER LINE 414.8 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART LYING WESTERLY OF A LINE DRAWN 60 FEET EASTERLY OF AND RADIALLY DISTANT FROM THE CENTER LINE OF F.A. ROUTE 47), IN TOWNSHIP OF BLACKBERRY, KANE COUNTY, ILLINOIS.

PARCEL 8: THAT PART OF THE NORTH HALF OF SECTION 4, AND PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHEAST QUARTER OF SECTION 32 AND PART OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LAKEWOOD SUBDIVISION, BLACKBERRY AND SUGAR GROVE TOWNSHIPS, KANE COUNTY, ILLINOIS; THENCE NORTH 87 DEGREES 59 MINUTES 00 SECONDS EAST 129.20 FEET TO AN ANGLE POINT IN THE CENTER LINE OF A FORMER GRAVEL ROAD (NOW ABANDONED); THENCE NORTH 88 DEGREES 37 MINUTES 00 SECONDS EAST 215.10 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 09 DEGREES 54 MINUTES 00 SECONDS EAST 404.50 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 00 SECONDS WEST 228.93 FEET TO THE EASTERLY LINE OF ILLINOIS STATE ROUTE NO. 47 AS ESTABLISHED BY PROCEEDINGS OF THE CIRCUIT COURT OF THE 16TH JUDICIAL CIRCUIT, KANE COUNTY, ILLINOIS, AND KNOWN AS CASE 70 ED 7738; THENCE SOUTHERLY ALONG SAID EASTERLY LINE 1363.04 FEET TO THE SOUTH LINE EXTENDED WESTERLY OF UNIT NO. 1 - OAKCREST, SUGAR GROVE

TOWNSHIP, KANE COUNTY, ILLINOIS; THENCE NORTH 88 DEGREES 02 MINUTES 38 SECONDS EAST ALONG SAID SOUTHERLY LINE EXTENDED 585.70 FEET TO THE SOUTHWEST CORNER OF SAID UNIT NO. 1; THENCE NORTH 34 DEGREES 50 MINUTES 01 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID UNIT 1, 472.01 FEET TO THE CENTER LINE OF MERRILL ROAD; THENCE SOUTH 55 DEGREES, 09 MINUTES 08 SECONDS EAST ALONG SAID CENTER LINE 56.0 FEET TO AN ANGLE IN SAID MERRILL ROAD CENTER LINE; THENCE SOUTH 57 DEGREES 45 MINUTES 58 SECONDS EAST ALONG SAID CENTER LINE 612.98 FEET TO THE SOUTHEAST CORNER OF SAID UNIT NO. 1, BEING ALSO ON THE NORTH LINE OF A TRACT OF LAND CONVEYED TO PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS BY DOCUMENT 714344; THENCE NORTH 88 DEGREES 02 MINUTES 38 SECONDS EAST ALONG THE NORTH LINE OF SAID PUBLIC SERVICE COMPANY (NOW COMMONWEALTH EDISON COMPANY) TRACT, 247.08 FEET TO AN ANGLE IN SAID NORTH LINE; THENCE NORTH 88 DEGREES 36 MINUTES 00 SECONDS EAST ALONG SAID NORTH LINE 4712.94 FEET TO THE SOUTHWESTERLY LINE OF PARCEL E-8-33 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE 2960.71 FEET TO A LINE DRAWN NORTH 88 DEGREES 37 MINUTES 00 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 37 MINUTES 00 SECONDS WEST 3890.15 FEET TO THE POINT OF BEGINNING, IN SUGAR GROVE AND BLACKBERRY TOWNSHIPS, KANE COUNTY, ILLINOIS, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LAKEWOOD SUBDIVISION, BLACKBERRY AND SUGAR GROVE TOWNSHIPS, KANE COUNTY, ILLINOIS; THENCE EASTERLY, 129.20 FEET TO AN ANGLE POINT IN THE CENTER LINE OF A FORMER GRAVEL ROAD (NOW ABANDONED); THENCE NORTH 89 DEGREES 41 MINUTES 51 SECONDS EAST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 215.10 FEET; THENCE SOUTH 08 DEGREES 50 MINUTES 33 SECONDS EAST 404.25 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 31 SECONDS WEST 229.34 FEET TO THE EASTERLY LINE OF ILLINOIS STATE ROUTE NO. 47 AS ESTABLISHED BY PROCEEDINGS OF THE CIRCUIT COURT OF THE 16TH JUDICIAL CIRCUIT, KANE COUNTY, ILLINOIS, AND KNOWN AS CASE 70 ED 7738; THENCE SOUTHERLY, 265.47 FEET ALONG SAID EASTERLY LINE, BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 3879.83 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 10 DEGREES 59 MINUTES 30 SECONDS EAST TO AN ANGLE POINT IN SAID EASTERLY LINE; THENCE SOUTH 15 DEGREES 56 MINUTES 15 SECONDS EAST, 76.93 TO AN ANGLE POINT IN SAID EASTERLY LINE; THENCE SOUTHERLY, 45.24 FEET ALONG SAID EASTERLY LINE, BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 3889.83 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 07 DEGREES 34 MINUTES 24 SECONDS EAST TO THE CENTERLINE OF MERRILL ROAD, AS STAKED; THENCE SOUTH 89 DEGREES 47 MINUTES 48 SECONDS EAST,

137.50 FEET ALONG SAID CENTERLINE AS STAKED; THENCE SOUTH 47 DEGREES 39 MINUTES 05 SECONDS EAST, 270.56 FEET ALONG SAID CENTERLINE OF MERRILL ROAD, AS STAKED TO THE POINT OF BEGINNING; THENCE NORTH 33 DEGREES 54 MINUTES 49 SECONDS EAST, 441.01 FEET; THENCE SOUTH 52 DEGREES 48 MINUTES 19 SECONDS EAST, 573.32 FEET; THENCE SOUTH 33 DEGREES 54 MINUTES 49 SECONDS WEST, 440.04 FEET TO THE SAID CENTERLINE OF MERRILL ROAD, AS STAKED; THENCE NORTH 54 DEGREES 03 MINUTES 27 SECONDS WEST, 470.21 FEET ALONG SAID CENTERLINE OF MERRILL ROAD, AS STAKED; THENCE NORTH 47 DEGREES 39 MINUTES 05 SECONDS WEST, 103.59 FEET ALONG SAID CENTERLINE TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PARCEL 9: THAT PART OF THE NORTH HALF OF THE NORTH HALF OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LAKEWOOD, BLACKBERRY AND SUGAR GROVE TOWNSHIPS, KANE COUNTY, ILLINOIS; THENCE NORTH 87 DEGREES 59 MINUTES 00 SECONDS EAST 129.2 FEET TO AN ANGLE POINT IN THE CENTER LINE OF A FORMER GRAVEL ROAD (NOW ABANDONED); THENCE NORTH 88 DEGREES 37 MINUTES 00 SECONDS EAST 4460.0 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 00 SECONDS EAST 182.23 FEET TO A LINE DRAWN PARALLEL WITH AND 191.0 FEET NORTHEASTERLY OF THE CENTER LINE (MEASURED AT RIGHT ANGLES THERETO) OF PARCEL E-8-33 ACQUIRED BY ILLINOIS STATE TOLL HIGHWAY AUTHORITY, FOR A POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL AND CONCENTRIC WITH SAID CENTER LINE, 2314.41 FEET TO A LINE DRAWN SOUTH 01 DEGREE 27 MINUTES 00 SECONDS EAST FROM A POINT ON THE NORTH LINE OF SAID SECTION 4 THAT IS 620.4 FEET WESTERLY OF THE NORTHEAST CORNER OF SAID SECTION 4; THENCE NORTH 01 DEGREE 27 MINUTES 00 SECONDS WEST, 1356.71 FEET TO A LINE DRAWN NORTH 88 DEGREES 44 MINUTES 00 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 44 MINUTES 00 SECONDS WEST 1870.69 FEET TO THE POINT OF BEGINNING, IN SUGAR GROVE AND BLACKBERRY TOWNSHIPS, KANE COUNTY, ILLINOIS.

PARCEL 10: THAT PART OF THE NORTH HALF OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID NORTH HALF; THENCE SOUTH 89 DEGREES 07 MINUTES 36 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 99.46 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP AND RANGE AFORESAID TO A POINT IN MERRILL ROAD; THENCE SOUTH 51 DEGREES 13 MINUTES 39 SECONDS EAST, 483.0 FEET ALONG

MERILL ROAD TO THE POINT OF BEGINNING; THENCE NORTH 38 DEGREES 47 MINUTES 01 SECONDS EAST 393.71 FEET ALONG THE NORTHWESTERLY LINE OF PROPERTY DESCRIBED IN TRUSTEE'S DEED RECORDED AS DOCUMENT 1984791 TO THE NORTH LINE OF THE SOUTH HALF OF SAID NORTH HALF; THENCE NORTH 89 DEGREES 40 MINUTES 50 SECONDS EAST, 3036.76 FEET ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID NORTH HALF TO THE NORTHEAST CORNER OF THE WEST 13.26 CHAINS, AS OCCUPIED, OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 00 DEGREES 30 MINUTES 10 SECONDS EAST, 1322.63 FEET ALONG THE EAST LINE, AS OCCUPIED, OF SAID WEST 13.26 CHAINS TO THE SOUTHEAST CORNER OF SAID WEST 13.26 CHAINS; THENCE SOUTH 89 DEGREES 51 MINUTES 30 SECONDS WEST, 2045.24 FEET ALONG THE SOUTH LINE, AS MONUMENTED, OF SAID NORTH HALF TO A POINT IN MERILL ROAD; THENCE NORTH 51 DEGREES 13 MINUTES 39 SECONDS WEST, 1602.92 FEET ALONG MERILL ROAD TO THE POINT OF BEGINNING, IN SUGAR GROVE TOWNSHIP, KANE COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING TWO TRACTS OF REAL ESTATE:

THAT PART OF THE NORTH HALF OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID NORTH HALF; THENCE SOUTH 89 DEGREES 07 MINUTES 36 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 99.46 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP AND RANGE AFORESAID TO A POINT IN MERILL ROAD; THENCE SOUTH 51 DEGREES 13 MINUTES 39 SECONDS EAST, 483.0 FEET ALONG MERILL ROAD TO THE POINT OF BEGINNING; THENCE NORTH 38 DEGREES 47 MINUTES 01 SECONDS EAST, 253.00 FEET ALONG THE NORTHWESTERLY LINE OF PROPERTY DESCRIBED IN TRUSTEE'S DEED RECORDED AS DOCUMENT 1984791; THENCE SOUTH 51 DEGREES 12 MINUTES 59 SECONDS EAST, 165.89 FEET; THENCE SOUTH 06 DEGREES 59 MINUTES 05 SECONDS WEST, 192.43 FEET; THENCE SOUTH 38 DEGREES 46 MINUTES 21 SECONDS WEST, 89.40 FEET TO A POINT IN MERILL ROAD; THENCE NORTH 51 DEGREES 13 MINUTES 39 SECONDS WEST, 267.31 FEET ALONG MERILL ROAD TO THE POINT OF BEGINNING, IN SUGAR GROVE TOWNSHIP, KANE COUNTY, ILLINOIS, AND ALSO,

THAT PART OF THE NORTH HALF OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 89 DEGREES 51 MINUTES 30 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 1156.98 FEET ALONG THE NORTH LINE OF SAID QUARTER SECTION, AS MONUMENTED, TO THE CENTER LINE OF MERILL ROAD, AS IT EXISTED IN 1936; THENCE NORTH 89 DEGREES 51 MINUTES 30 SECONDS EAST, 424.22 FEET ALONG THE NORTH LINE OF SAID QUARTER SECTION, AS MONUMENTED, TO THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 08 MINUTES 30 SECONDS WEST , 391.78 FEET;  
THENCE SOUTH 89 DEGREES 51 MINUTES 30 SECONDS WEST, 540.27 FEET; THENCE  
SOUTH 38 DEGREES 46 MINUTES 21 SECONDS WEST, 224.41 FEET TO A POINT IN  
MERILL ROAD; THENCE SOUTH 51 DEGREES 13 MINUTES 39 SECONDS EAST, 345.72  
FEET ALONG MERILL ROAD TO THE AFOREMENTIONED NORTH LINE OF SAID  
QUARTER SECTION; THENCE NORTH 89 DEGREES 51 MINUTES 30 SECONDS EAST,  
412.23 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, IN SUGAR  
GROVE TOWNSHIP, KANE COUNTY, ILLINOIS.

**“Exhibit A-1”**

**LEGAL DESCRIPTION OF PHASE 1 OF ANNEXATION**

PARCEL 1: THAT PART OF SECTION 29, 30, 31 AND 32 TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE NORTH 80 DEGREES, 31 MINUTES, 14 SECONDS EAST 220.20 FEET TO AN EXISTING LIMESTONE MONUMENT; THENCE NORTH 86 DEGREES, 54 MINUTES, 14 SECONDS EAST 1463.91 FEET TO AN EXISTING IRON PIPE STAKE; THENCE NORTH 86 DEGREES, 54 MINUTES, 14 SECONDS EAST ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE 175.00 FEET; THENCE SOUTH 77 DEGREES, 24 MINUTES, 27 SECONDS EAST 265.54 FEET TO AN EXISTING CROSS CUT ON THE CENTER OF A CONCRETE BRIDGE OVER BLACKBERRY CREEK FOR A POINT OF BEGINNING; THENCE SOUTH 86 DEGREES, 55 MINUTES, 14 SECONDS EAST ALONG THE CENTER LINE OF SEAVEY ROAD 1908.39 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND KNOWN AS PARCEL E8- 28.2 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY PROCEEDINGS OUTLINED IN CASE NO. 71-ED-7077 IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS; THENCE SOUTH 6 DEGREES, 55 MINUTES, 15 SECONDS EAST ALONG THE WESTERLY LINE OF SAID TRACT 1165.95 FEET TO THE SOUTHWESTERLY CORNER OF SAID TRACT; THENCE SOUTH 83 DEGREES, 23 MINUTES, 39 SECONDS WEST ALONG A NORTHERLY LINE OF A TRACT OF LAND KNOWN AS PARCEL E8-28A ALSO ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY UNDER CASE NO. 71-ED-7077, AFOREMENTIONED, 669.96 FEET TO AN ANGLE IN SAID NORTHERLY LINE; THENCE NORTH 62 DEGREES, 24 MINUTES, 45 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT 845.31 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 36 DEGREES, 35 MINUTES, 25 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 712.02 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 30 DEGREES, 41 MINUTES, 55 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 349.97 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 37 DEGREES, 48 MINUTES, 25 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 102.08 FEET TO A LINE DRAWN NORTH 77 DEGREES, 24 MINUTES, 27 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 77 DEGREES, 24 MINUTES, 27 SECONDS EAST ALONG SAID LINE 35.13 FEET TO THE POINT OF BEGINNING, EXCEPT THE NORTH 300 FEET THEREOF, IN BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL 4: THAT PART OF THE NORTH HALF OF SECTION 32 AND PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE SOUTH 89 DEGREES, 19 MINUTES, 26 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER 94.40 FEET FOR A POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES, 19 MINUTES, 26 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER 161.28 FEET TO THE SOUTHEASTERLY CORNER OF A TRACT OF LAND KNOWN AS PARCEL E8-28B ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY PROCEEDINGS OUTLINED IN CASE NO. 71-ED-7077 IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS; THENCE NORTH 54 DEGREES, 13 MINUTES, 45 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, 372.20 FEET TO A POINT OF CURVATURE IN SAID NORTHEASTERLY LINE; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE BEING ON A CURVE TO THE LEFT HAVING A RADIUS OF 2989.79 FEET AND WHOSE TANGENT LINE BEARS NORTH 54 DEGREES, 14 MINUTES, 43 SECONDS WEST FROM THE LAST DESCRIBED POINT AN ARC DISTANCE OF 194.86 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 57 DEGREES, 58 MINUTES, 47 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 490.70 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 68 DEGREES, 36 MINUTES, 48 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 876.97 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 65 DEGREES, 45 MINUTES, 51 SECONDS WEST 1246.86 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 79 DEGREES, 18 MINUTES, 31 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 409.64 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND KNOWN AS PARCEL E8-28. 3 ALSO ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY UNDER CASE NO. 71-ED- 7077, AFOREMENTIONED; THENCE NORTH 21 DEGREES, 25 MINUTES, 46 SECONDS WEST ALONG THE EASTERLY LINE OF SAID PARCEL E8- 28. 3, A DISTANCE OF 246.07 FEET TO AN ANGLE IN SAID EASTERLY LINE; THENCE NORTH 9 DEGREES, 35 MINUTES, 13 SECONDS WEST ALONG SAID EASTERLY LINE 828.42 FEET TO THE CENTER LINE OF SEAVEY ROAD; THENCE SOUTH 85 DEGREES, 18 MINUTES, 20 SECONDS EAST ALONG SAID CENTER LINE 2588.97 FEET TO AN EXISTING IRON PIPE STAKE AT AN ANGLE IN SAID CENTER LINE; THENCE SOUTH 84 DEGREES, 45 MINUTES, 32 SECONDS EAST ALONG SAID CENTER LINE 1902.50 FEET TO AN EXISTING IRON PIPE STAKE AT AN ANGLE IN SAID CENTER LINE; THENCE SOUTH 61 DEGREES, 31 MINUTES, 32 SECONDS EAST ALONG SAID CENTER LINE 274.10 FEET; THENCE SOUTH 28 DEGREES, 20 MINUTES, 58 SECONDS WEST 2297.15 FEET TO THE POINT OF BEGINNING, EXCEPT THE NORTH 300 FEET THEREOF, IN BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL 5: THAT PART LYING EASTERLY OF A LINE DRAWN PARALLEL WITH AND 90 FEET NORMAL DISTANT EASTERLY OF THE CENTER LINE OF ILLINOIS STATE ROUTE 47 OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF SAID SOUTHWEST QUARTER, 16.90 CHAINS EAST OF THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG SAID NORTH LINE TO THE WESTERLY LINE OF A TRACT OF LAND CONVEYED TO HORACE MASON BY DEED DATED OCTOBER 17, 1844 AND RECORDED APRIL 24, 1848 IN BOOK 10, PAGE 487; THENCE SOUTH 40 DEGREES EAST ALONG SAID WESTERLY LINE 13.83 CHAINS TO THE NORTHERLY

LINE OF A TRACT OF LAND CONVEYED TO HARRY WHITE BY DEED DATED NOVEMBER 8, 1844 AND RECORDED DECEMBER 21, 1849 IN BOOK 16, PAGE 56; THENCE SOUTH 68 DEGREES WEST ALONG SAID NORTHERLY LINE 14.80 CHAINS; THENCE WESTERLY ALONG SAID NORTHERLY LINE TO A POINT IN THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32 AFORESAID, 15.78 CHAINS SOUTH OF THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE WEST 1.58 CHAINS; THENCE NORTH THREE AND THREE QUARTERS DEGREES WEST 15.88 CHAINS TO THE POINT OF BEGINNING IN THE TOWNSHIP OF BLACKBERRY, KANE COUNTY, ILLINOIS.

PARCEL 6: THAT PART OF SECTION 32 AND PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER 580.80 FEET TO THE CENTER LINE OF A ROAD; THENCE NORTH 87 DEGREES, 59 MINUTES, 0 SECONDS EAST ALONG SAID CENTER LINE 625.20 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 47; THENCE CONTINUING NORTH 87 DEGREES, 59 MINUTES, 0 SECONDS EAST 63.08 FEET TO THE EASTERLY LINE OF SAID STATE ROUTE AS ESTABLISHED BY DOCUMENT 1172075 FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 87 DEGREES, 59 MINUTES, 0 SECONDS EAST 66.12 FEET TO A POINT THAT IS 129.20 FEET NORTH 87 DEGREES, 59 MINUTES, 0 SECONDS EAST OF THE CENTER LINE OF SAID STATE ROUTE; THENCE NORTH 88 DEGREES, 37 MINUTES, 0 SECONDS EAST 4105.25 FEET TO THE SOUTHWESTERLY LINE OF PARCEL E8-31, BEING PART OF PREMISES ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY CONDEMNATION PROCEEDINGS HELD IN THE CIRCUIT COURT OF KANE COUNTY AND KNOWN AS CASE NO. 71-ED-7447; THENCE NORTH 55 DEGREES, 17 MINUTES, 41 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE 1439.12 FEET TO AN ANGLE IN SAID SOUTHWESTERLY LINE; THENCE NORTH 60 DEGREES, 02 MINUTES, 46 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE 301.10 FEET TO AN ANGLE IN SAID SOUTHWESTERLY LINE; THENCE NORTH 52 DEGREES, 25 MINUTES, 58 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE 500.73 FEET TO AN ANGLE IN SAID SOUTHWESTERLY LINE; THENCE NORTH 55 DEGREES, 17 MINUTES, 41 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE 1314.01 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE SOUTH 88 DEGREES, 15 MINUTES, 15 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER 938.03 FEET TO A POINT THAT IS 995.45 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 4 DEGREES, 08 MINUTES, 43 SECONDS WEST 221.76 FEET TO A MONUMENTAL STONE; THENCE SOUTH 84 DEGREES, 15 MINUTES, 40 SECONDS WEST 1502.24 FEET TO THE NORTHEAST CORNER OF PARCEL E8-31. 1, BEING PART OF SAID ILLINOIS STATE TOLL HIGHWAY PREMISES; THENCE SOUTH 19 DEGREES, 39 MINUTES, 49 SECONDS EAST ALONG THE EASTERLY LINE OF SAID PARCEL 447.36 FEET TO THE SOUTHERLY CORNER THEREOF; THENCE SOUTH 41 DEGREES 08 MINUTES 37

SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID STATE ROUTE 100.38 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE SOUTH 35 DEGREES, 25 MINUTES, 34 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID STATE ROUTE 72.39 FEET TO THE WESTERLY LINE OF A TRACT OF LAND CONVEYED TO HORACE MASON BY DEED RECORDED APRIL 24, 1848 IN BOOK 10 AT PAGE 487; THENCE SOUTH 39 DEGREES, 38 MINUTES, 22 SECONDS EAST ALONG SAID WESTERLY LINE 328.87 FEET TO A STONE ON THE SOUTHEASTERLY LINE EXTENDED OF LOT 13 IN MARIAN WOODS, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 7, BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS; THENCE SOUTH 66 DEGREES, 02 MINUTES, 22 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE EXTENDED 24.63 FEET TO THE EASTERLY LINE OF SAID STATE ROUTE; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID STATE ROUTE AS ESTABLISHED BY DOCUMENT 1172075, A DISTANCE OF 1550.42 FEET TO THE POINT OF BEGINNING, IN BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL 7: THAT PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER 580.8 FEET TO THE CENTER LINE OF A GRAVEL ROAD; THENCE NORTH 87 DEGREES 59 MINUTES EAST ALONG SAID CENTER LINE, 625.2 FEET TO THE CENTER LINE OF STATE HIGHWAY NO. 47 FOR THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 59 MINUTES EAST 129.2 FEET; THENCE NORTH 88 DEGREES 37 MINUTES EAST 215.1 FEET; THENCE SOUTH 9 DEGREES 54 MINUTES EAST 404.5 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES WEST 290.6 FEET TO THE CENTER LINE OF SAID STATE HIGHWAY NO. 47; THENCE NORTHERLY ALONG SAID CENTER LINE 414.8 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART LYING WESTERLY OF A LINE DRAWN 60 FEET EASTERLY OF AND RADIALLY DISTANT FROM THE CENTER LINE OF F.A. ROUTE 47), IN TOWNSHIP OF BLACKBERRY, KANE COUNTY, ILLINOIS.

PARCEL 8: THAT PART OF THE NORTH HALF OF SECTION 4, AND PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHEAST QUARTER OF SECTION 32 AND PART OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LAKEWOOD, BLACKBERRY AND SUGAR GROVE TOWNSHIPS, KANE COUNTY, ILLINOIS; THENCE NORTH 87 DEGREES 59 MINUTES 00 SECONDS EAST 129.20 FEET TO AN ANGLE POINT IN THE CENTER LINE OF A FORMER GRAVEL ROAD (NOW ABANDONED); THENCE NORTH 88 DEGREES 37 MINUTES 00 SECONDS EAST 215.10 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 9 DEGREES 54 MINUTES 00 SECONDS EAST 404.50 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 00 SECONDS WEST 228.93 FEET TO THE EASTERLY LINE OF ILLINOIS STATE ROUTE NO. 47 AS ESTABLISHED BY

PROCEEDINGS OF THE CIRCUIT COURT OF THE 16TH JUDICIAL CIRCUIT, KANE COUNTY, ILLINOIS, AND KNOWN AS CASE 70 ED 7738; THENCE SOUTHERLY ALONG SAID EASTERLY LINE 1363.04 FEET TO THE SOUTH LINE EXTENDED WESTERLY OF UNIT NO. 1 - OAKCREST, SUGAR GROVE TOWNSHIP, KANE COUNTY, ILLINOIS; THENCE NORTH 88 DEGREES 02 MINUTES 38 SECONDS EAST ALONG SAID SOUTHERLY LINE EXTENDED 585.70 FEET TO THE SOUTHWEST CORNER OF SAID UNIT NO. 1; THENCE NORTH 34 DEGREES 50 MINUTES 01 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID UNIT 1, 472.01 FEET TO THE CENTER LINE OF MERRILL ROAD; THENCE SOUTH 55 DEGREES, 09 MINUTES 08 SECONDS EAST ALONG SAID CENTER LINE 56.0 FEET TO AN ANGLE IN SAID MERRILL ROAD CENTER LINE; THENCE SOUTH 57 DEGREES 45 MINUTES 58 SECONDS EAST ALONG SAID CENTER LINE 612.98 FEET TO THE SOUTHEAST CORNER OF SAID UNIT NO. 1, BEING ALSO ON THE NORTH LINE OF A TRACT OF LAND CONVEYED TO PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS BY DOCUMENT 714344; THENCE NORTH 88 DEGREES 02 MINUTES 38 SECONDS EAST ALONG THE NORTH LINE OF SAID PUBLIC SERVICE COMPANY (NOW COMMONWEALTH EDISON COMPANY) TRACT, 247.08 FEET TO AN ANGLE IN SAID NORTH LINE; THENCE NORTH 88 DEGREES 36 MINUTES 00 SECONDS EAST ALONG SAID NORTH LINE 4712.94 FEET TO THE SOUTHWESTERLY LINE OF PARCEL E-8-33 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE 2960.71 FEET TO A LINE DRAWN NORTH 88 DEGREES 37 MINUTES 00 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 37 MINUTES 00 SECONDS WEST 3890.15 FEET TO THE POINT OF BEGINNING, IN SUGAR GROVE AND BLACKBERRY TOWNSHIPS, KANE COUNTY, ILLINOIS, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LAKEWOOD SUBDIVISION, BLACKBERRY AND SUGAR GROVE TOWNSHIPS, KANE COUNTY, ILLINOIS; THENCE EASTERLY, 129.20 FEET TO AN ANGLE POINT IN THE CENTER LINE OF A FORMER GRAVEL ROAD (NOW ABANDONED); THENCE NORTH 89 DEGREES 41 MINUTES 51 SECONDS EAST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 215.10 FEET; THENCE SOUTH 08 DEGREES 50 MINUTES 33 SECONDS EAST 404.5 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 31 SECONDS WEST 229.34 FEET TO THE EASTERLY LINE OF ILLINOIS STATE ROUTE NO. 47 AS ESTABLISHED BY PROCEEDINGS OF THE CIRCUIT COURT OF THE 16TH JUDICIAL CIRCUIT, KANE COUNTY, ILLINOIS, AND KNOWN AS CASE 70 ED 7738; THENCE SOUTHERLY, 265.47 FEET ALONG SAID EASTERLY LINE, BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 3879.83 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 10 DEGREES 59 MINUTES 30 SECONDS EAST TO AN ANGLE POINT IN SAID EASTERLY LINE; THENCE SOUTH 15 DEGREES 56 MINUTES 15 SECONDS EAST, 76.93 TO AN ANGLE POINT IN SAID EASTERLY LINE; THENCE SOUTHERLY, 45.24 FEET ALONG SAID EASTERLY LINE, BEING ALONG A CURVE TO THE RIGHT

HAVING A RADIUS OF 3889.83 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 07 DEGREES 34 MINUTES 24 SECONDS EAST TO THE CENTERLINE OF MERRILL ROAD, AS STAKED; THENCE SOUTH 89 DEGREES 47 MINUTES 48 SECONDS EAST, 137.50 FEET ALONG SAID CENTERLINE AS STAKED; THENCE SOUTH 47 DEGREES 39 MINUTES 05 SECONDS EAST, 270.56 FEET ALONG SAID CENTERLINE OF MERRILL ROAD, AS STAKED TO THE POINT OF BEGINNING; THENCE NORTH 33 DEGREES 54 MINUTES 49 SECONDS EAST, 441.01 FEET; THENCE SOUTH 52 DEGREES 48 MINUTES 19 SECONDS EAST, 573.32 FEET; THENCE SOUTH 33 DEGREES 54 MINUTES 49 SECONDS WEST, 440.04 FEET TO THE SAID CENTERLINE OF MERRILL ROAD, AS STAKED; THENCE NORTH 54 DEGREES 03 MINUTES 27 SECONDS WEST, 470.21 FEET ALONG SAID CENTERLINE OF MERRILL ROAD, AS STAKED; THENCE NORTH 47 DEGREES 39 MINUTES 05 SECONDS WEST, 103.59 FEET ALONG SAID CENTERLINE TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PARCEL 10: THAT PART OF THE NORTH HALF OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID NORTH HALF; THENCE SOUTH 89 DEGREES 07 MINUTES 36 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 99.46 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP AND RANGE AFORESAID TO A POINT IN MERILL ROAD; THENCE SOUTH 51 DEGREES 13 MINUTES 39 SECONDS EAST, 483.0 FEET ALONG MERILL ROAD TO THE POINT OF BEGINNING; THENCE NORTH 38 DEGREES 47 MINUTES 01 SECONDS EAST 393.71 FEET ALONG THE NORTHWESTERLY LINE OF PROPERTY DESCRIBED IN TRUSTEE'S DEED RECORDED AS DOCUMENT 00220581 TO THE NORTH LINE OF THE SOUTH HALF OF SAID NORTH HALF; THENCE NORTH 89 DEGREES 40 MINUTES 50 SECONDS EAST, 3036.76 FEET ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID NORTH HALF TO THE NORTHEAST CORNER OF THE WEST 13.26 CHAINS, AS OCCUPIED, OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 00 DEGREES 30 MINUTES 10 SECONDS EAST, 1322.63 FEET ALONG THE EAST LINE, AS OCCUPIED, OF SAID WEST 13.26 CHAINS TO THE SOUTHEAST CORNER OF SAID WEST 13.26 CHAINS; THENCE SOUTH 89 DEGREES 51 MINUTES 30 SECONDS WEST, 2045.24 FEET ALONG THE SOUTH LINE, AS MONUMENTED, OF SAID NORTH HALF TO A POINT IN MERILL ROAD; THENCE NORTH 51 DEGREES 13 MINUTES 39 SECONDS WEST, 1602.92 FEET ALONG MERILL ROAD TO THE POINT OF BEGINNING, IN SUGAR GROVE TOWNSHIP, KANE COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING TWO TRACTS OF REAL ESTATE:

THAT PART OF THE NORTH HALF OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID NORTH HALF; THENCE SOUTH 89 DEGREES 07 MINUTES 36 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 99.46 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP AND RANGE AFORESAID TO A POINT IN MERILL ROAD; THENCE SOUTH 51 DEGREES 13 MINUTES 39 SECONDS EAST, 483.0 FEET ALONG MERILL ROAD TO THE POINT OF BEGINNING; THENCE NORTH 38 DEGREES 47 MINUTES 01 SECONDS EAST, 196.56 FEET ALONG THE NORTHWESTERLY LINE OF PROPERTY DESCRIBED IN TRUSTEE'S DEED RECORDED AS DOCUMENT 00220581; THENCE SOUTH 51 DEGREES 13 MINUTES 39 SECONDS EAST, 189.96 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 50 SECONDS EAST, 65.00 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 10 SECONDS EAST, 126.36 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 50 SECONDS WEST, 83.91 FEET; THENCE SOUTH 38 DEGREES 46 MINUTES 21 SECONDS WEST, 86.56 FEET TO A POINT IN MERILL ROAD; THENCE NORTH 51 DEGREES 13 MINUTES 39 SECONDS WEST, 255.00 FEET ALONG MERILL ROAD TO THE POINT OF BEGINNING, IN SUGAR GROVE TOWNSHIP, KANE COUNTY, ILLINOIS, AND ALSO,

AND ALSO,

THAT PART OF THE NORTH HALF OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 89 DEGREES 51 MINUTES 30 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 1156.98 FEET ALONG THE NORTH LINE OF SAID QUARTER SECTION, AS MONUMENTED, TO THE CENTER LINE OF MERILL ROAD, AS IT EXISTED IN 1936; THENCE NORTH 89 DEGREES 51 MINUTES 30 SECONDS EAST, 424.22 FEET ALONG THE NORTH LINE OF SAID QUARTER SECTION, AS MONUMENTED, TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 08 MINUTES 30 SECONDS WEST, 391.78 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 30 SECONDS WEST, 540.27 FEET; THENCE SOUTH 38 DEGREES 46 MINUTES 21 SECONDS WEST, 224.41 FEET TO A POINT IN MERILL ROAD; THENCE SOUTH 51 DEGREES 13 MINUTES 39 SECONDS EAST, 345.72 FEET ALONG MERILL ROAD TO THE AFOREMENTIONED NORTH LINE OF SAID QUARTER SECTION; THENCE NORTH 89 DEGREES 51 MINUTES 30 SECONDS EAST, 412.23 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, IN SUGAR GROVE TOWNSHIP, KANE COUNTY, ILLINOIS.

**“Exhibit A-2”**

**LEGAL DESCRIPTION OF PHASE 2 OF ANNEXATION**

PARCEL 1A: THAT PART OF SECTION 29, 30, 31 AND 32 TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: THE NORTH 300 FEET OF THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE NORTH 80 DEGREES, 31 MINUTES, 14 SECONDS EAST 220.20 FEET TO AN EXISTING LIMESTONE MONUMENT; THENCE NORTH 86 DEGREES, 54 MINUTES, 14 SECONDS EAST 1463.91 FEET TO AN EXISTING IRON PIPE STAKE; THENCE NORTH 86 DEGREES, 54 MINUTES, 14 SECONDS EAST ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE 175.00 FEET; THENCE SOUTH 77 DEGREES, 24 MINUTES, 27 SECONDS EAST 265.54 FEET TO AN EXISTING CROSS CUT ON THE CENTER OF A CONCRETE BRIDGE OVER BLACKBERRY CREEK FOR A POINT OF BEGINNING; THENCE SOUTH 86 DEGREES, 55 MINUTES, 14 SECONDS EAST ALONG THE CENTER LINE OF SEAVEY ROAD 1908.39 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND KNOWN AS PARCEL E8- 28.2 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY PROCEEDINGS OUTLINED IN CASE NO. 71-ED-7077 IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS; THENCE SOUTH 6 DEGREES, 55 MINUTES, 15 SECONDS EAST ALONG THE WESTERLY LINE OF SAID TRACT 1165.95 FEET TO THE SOUTHWESTERLY CORNER OF SAID TRACT; THENCE SOUTH 83 DEGREES, 23 MINUTES, 39 SECONDS WEST ALONG A NORTHERLY LINE OF A TRACT OF LAND KNOWN AS PARCEL E8-28A ALSO ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY UNDER CASE NO. 71-ED-7077, AFOREMENTIONED, 669.96 FEET TO AN ANGLE IN SAID NORTHERLY LINE; THENCE NORTH 62 DEGREES, 24 MINUTES, 45 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT 845.31 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 36 DEGREES, 35 MINUTES, 25 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 712.02 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 30 DEGREES, 41 MINUTES, 55 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 349.97 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 37 DEGREES, 48 MINUTES, 25 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 102.08 FEET TO A LINE DRAWN NORTH 77 DEGREES, 24 MINUTES, 27 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 77 DEGREES, 24 MINUTES, 27 SECONDS EAST ALONG SAID LINE 35.13 FEET TO THE POINT OF BEGINNING, IN BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE SOUTH HALF OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 29 AS MONUMENTED BY AN AXLE; THENCE SOUTHERLY, 366.30 FEET ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER TO AN IRON PIPE AT

THE SOUTHWEST CORNER OF PROPERTY DESCRIBED IN A DEED RECORDED AS DOCUMENT 2001K029336 FOR A POINT OF BEGINNING; THENCE SOUTH 68 DEGREES 17 MINUTES 52 SECONDS EAST, 1955.09 FEET ALONG THE SOUTHERLY LINE OF PROPERTY DESCRIBED IN DEED RECORDED AS DOCUMENT 2001K029336 TO AN IRON PIPE AT THE FENCE CORNER OF A FENCE LINE BETWEEN PROPERTY OCCUPIED BY DONALD AND RUTH FEECE AND RALPH AND HELEN RUSSELL; THENCE SOUTH 12 DEGREES 33 MINUTES 48 SECONDS WEST, 273.19 FEET ALONG SAID OCCUPIED LINE TO AN IRON PIPE; THENCE SOUTH 12 DEGREES 18 MINUTES 48 SECONDS WEST, 572.87 FEET ALONG SAID OCCUPIED LINE TO AN IRON PIPE; THENCE NORTH 85 DEGREES 17 MINUTES 36 SECONDS WEST, 2776.73 FEET TO THE EASTERLY LINE OF ROUTE 47 AS DEDICATED AND DESCRIBED AS TRACT NO. 2 IN A MISCELLANEOUS RECORD RECORDED AS DOCUMENT 323956 AND DEPICTED ON PLAT OF DEDICATION RECORDED AND FILED IN BLUE PRINT BOOK 8; THENCE NORTH 11 DEGREES 19 MINUTES 34 SECONDS EAST, 251.66 FEET ALONG SAID EASTERLY LINE TO THE SOUTHERLY CORNER OF PART "C" OF PARCEL NO. 0066 IN THE CONDEMNATION PROCEEDINGS OF THE SIXTEENTH JUDICIAL CIRCUIT, KNOWN AS CASE NO. 70ED8972; THENCE NORTH 23 DEGREES 43 MINUTES 23 SECONDS EAST, 127.64 FEET ALONG THE EASTERLY LINE OF ROUTE 47, BEING THE EASTERLY LINE OF SAID PART "C" OF PARCEL NO. 0066, TO AN ANGLE POINT; THENCE NORTH 31 DEGREES 02 MINUTES 48 SECONDS EAST, 154.30 FEET ALONG SAID EASTERLY LINE; THENCE SOUTH 79 DEGREES 22 MINUTES 50 SECONDS EAST, 563.45 FEET TO THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF PROPERTY CONVEYED TO NICHOLAS PANAGIOTAROS AS PER DEED RECORDED AS DOCUMENT 2000K050918; THENCE NORTH 14 DEGREES 20 MINUTES 19 SECONDS EAST, 1017.33 FEET ALONG SAID PROLONGATED AND EASTERLY LINE TO THE NORTHEAST CORNER OF SAID PANAGIOTAROS PROPERTY; THENCE SOUTH 69 DEGREES 00 MINUTES 36 EAST, 156.76 FEET ALONG THE SOUTHERLY LINE OF PROPERTY DESCRIBED IN DEED RECORDED AS DOCUMENT 98K036488 TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF THE SOUTH HALF OF SECTION 29 AND THE NORTH HALF OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 29 AS MONUMENTED BY AN AXLE; THENCE SOUTHERLY, 366.30 FEET ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER TO AN IRON PIPE AT THE SOUTHWEST CORNER OF PROPERTY DESCRIBED IN A DEED RECORDED AS DOCUMENT 2001K029336; THENCE SOUTH 68 DEGREES 17 MINUTES 52 SECONDS EAST, 1955.09 FEET ALONG THE SOUTHERLY LINE OF PROPERTY DESCRIBED IN DEED RECORDED AS DOCUMENT 2001K029336 TO AN IRON PIPE AT THE FENCE CORNER OF A FENCE LINE BETWEEN PROPERTY OCCUPIED BY DONALD AND RUTH FEECE AND RALPH AND HELEN RUSSELL; THENCE SOUTH 12 DEGREES 33 MINUTES 48 SECONDS WEST, 273.19 FEET ALONG SAID OCCUPIED LINE TO AN IRON PIPE; THENCE SOUTH 12 DEGREES 18 MINUTES 48 SECONDS WEST, 572.87

FEET ALONG SAID OCCUPIED LINE TO AN IRON PIPE FOR A POINT OF BEGINNING; THENCE SOUTH 12 DEGREES 18 MINUTES 48 SECONDS WEST, 758.17 FEET ALONG SAID OCCUPIED LINE TO AN IRON PIPE; THENCE SOUTH 11 DEGREES 48 MINUTES 48 SECONDS WEST, 291.56 FEET ALONG SAID OCCUPIED LINE TO AN IRON PIPE IN THE CENTER LINE OF SEAVEY ROAD; THENCE NORTH 84 DEGREES 45 MINUTES 06 SECONDS WEST, 4.14 FEET ALONG SAID CENTERLINE TO AN ANGLE POINT; THENCE NORTH 85 DEGREES 17 MINUTES 36 SECONDS WEST, 2372.40 FEET ALONG SAID CENTERLINE TO THE SOUTHEASTERLY CORNER OF PART "A" OF PARCEL NO. 0066 IN THE CONDEMNATION PROCEEDINGS OF THE SIXTEENTH JUDICIAL CIRCUIT, KNOWN AS CASE NO. 70ED8972 (THE FOLLOWING FIVE COURSES ARE ALONG THE EASTERLY LINE OF SAID PART "A" OF PARCEL NO. 0066); THENCE NORTH 04 DEGREES 42 MINUTES 24 SECONDS EAST, 33.00 FEET; THENCE NORTH 77 DEGREES 30 MINUTES 30 SECONDS WEST, 234.68 FEET; THENCE NORTH 06 DEGREES 20 MINUTES 24 SECONDS WEST, 145.44 FEET; THENCE NORTH 10 DEGREES 53 MINUTES 12 SECONDS WEST, 147.37 FEET; THENCE NORTH 02 DEGREES 42 MINUTES 08 SECONDS EAST, 287.71 FEET TO THE EASTERLY LINE OF ROUTE 47 AS DEDICATED AND DESCRIBED AS TRACT NO. 2 IN A MISCELLANEOUS RECORD RECORDED AS DOCUMENT 323956 AND DEPICTED ON PLAT OF DEDICATION RECORDED AND FILED IN BLUE PRINT BOOK 8; THENCE NORTHERLY, 45.33 FEET ALONG SAID EASTERLY LINE, BEING ALONG A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1870.08 FEET, THE CHORD OF SAID CURVE BEARING NORTH 10 DEGREES 37 MINUTES 54 SECONDS EAST; THENCE NORTH 11 DEGREES 19 MINUTES 34 SECONDS EAST, 361.08 FEET ALONG SAID EASTERLY LINE TANGENT TO THE LAST DESCRIBED COURSE; THENCE SOUTH 85 DEGREES 17 MINUTES 36 SECONDS EAST, 2776.73 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PARCEL 4A: THAT PART OF THE NORTH HALF OF SECTION 32 AND PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: THE NORTH 300 FEET OF THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE SOUTH 89 DEGREES, 19 MINUTES, 26 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER 94.40 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES, 19 MINUTES, 26 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER 161.28 FEET TO THE SOUTHEASTERLY CORNER OF A TRACT OF LAND KNOWN AS PARCEL E8-28B ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY PROCEEDINGS OUTLINED IN CASE NO. 71-ED-7077 IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS; THENCE NORTH 54 DEGREES, 13 MINUTES, 45 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, 372.20 FEET TO A POINT OF CURVATURE IN SAID NORTHEASTERLY LINE; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE BEING ON A CURVE TO THE LEFT HAVING A RADIUS OF 2989.79 FEET AND WHOSE TANGENT LINE BEARS NORTH 54 DEGREES, 14 MINUTES, 43 SECONDS WEST FROM THE LAST DESCRIBED POINT AN ARC

DISTANCE OF 194.86 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 57 DEGREES, 58 MINUTES, 47 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 490.70 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 68 DEGREES, 36 MINUTES, 48 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 876.97 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 65 DEGREES, 45 MINUTES, 51 SECONDS WEST 1246.86 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 79 DEGREES, 18 MINUTES, 31 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 409.64 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND KNOWN AS PARCEL E8-28. 3 ALSO ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY UNDER CASE NO. 71-ED- 7077, AFOREMENTIONED; THENCE NORTH 21 DEGREES, 25 MINUTES, 46 SECONDS WEST ALONG THE EASTERLY LINE OF SAID PARCEL E8- 28. 3, A DISTANCE OF 246.07 FEET TO AN ANGLE IN SAID EASTERLY LINE; THENCE NORTH 9 DEGREES, 35 MINUTES, 13 SECONDS WEST ALONG SAID EASTERLY LINE 828.42 FEET TO THE CENTER LINE OF SEAVEY ROAD; THENCE SOUTH 85 DEGREES, 18 MINUTES, 20 SECONDS EAST ALONG SAID CENTER LINE 2588.97 FEET TO AN EXISTING IRON PIPE STAKE AT AN ANGLE IN SAID CENTER LINE; THENCE SOUTH 84 DEGREES, 45 MINUTES, 32 SECONDS EAST ALONG SAID CENTER LINE 1902.50 FEET TO AN EXISTING IRON PIPE STAKE AT AN ANGLE IN SAID CENTER LINE; THENCE SOUTH 61 DEGREES, 31 MINUTES, 32 SECONDS EAST ALONG SAID CENTER LINE 274.10 FEET; THENCE SOUTH 28 DEGREES, 20 MINUTES, 58 SECONDS WEST 2297.15 FEET TO THE POINT OF BEGINNING, IN BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL 9: THAT PART OF THE NORTH HALF OF THE NORTH HALF OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LAKEWOOD, BLACKBERRY AND SUGAR GROVE TOWNSHIPS, KANE COUNTY, ILLINOIS; THENCE NORTH 87 DEGREES 59 MINUTES 00 SECONDS EAST 129.2 FEET TO AN ANGLE POINT IN THE CENTER LINE OF A FORMER GRAVEL ROAD (NOW ABANDONED); THENCE NORTH 88 DEGREES 37 MINUTES 00 SECONDS EAST 4460.0 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 00 SECONDS EAST 182.23 FEET TO A LINE DRAWN PARALLEL WITH AND 191.0 FEET NORTHEASTERLY OF THE CENTER LINE (MEASURED AT RIGHT ANGLES THERETO) OF PARCEL E-8-33 ACQUIRED BY ILLINOIS STATE TOLL HIGHWAY AUTHORITY, FOR A POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL AND CONCENTRIC WITH SAID CENTER LINE, 2314.41 FEET TO A LINE DRAWN SOUTH 1 DEGREE 27 MINUTES 00 SECONDS EAST FROM A POINT ON THE NORTH LINE OF SAID SECTION 4 THAT IS 620.4 FEET WESTERLY OF THE NORTHEAST CORNER OF SAID SECTION 4; THENCE NORTH 1 DEGREE 27 MINUTES 00 SECONDS WEST, 1356.71 FEET TO A LINE DRAWN NORTH 88 DEGREES 44 MINUTES 00 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 44 MINUTES 00 DEGREES WEST 1870.69 FEET TO THE POINT OF

BEGINNING, IN SUGAR GROVE AND BLACKBERRY TOWNSHIPS, KANE COUNTY,  
ILLINOIS.

## **Exhibit "B"**

### **CHECKLIST OF AMENDMENT ISSUES**

(Not exhaustive)

1. Zoning, Building and Planning
  - Plat and Plan
  - Landscaping
  - Engineering
  - “Lock in” code compliance for a period of years
  - Compliance with Ordinances by Contract
  
2. Fees, Donations & Contributions
  - Consultants Fees
  - Municipal Annexation Fees
  - Other Governmental Fees
  - Water Tap fees
  - Other Fees
  - Park Land/Cash Donations
  - School/Land Cash Donations
  - Muni/FPD Land Cash Donations
  - Special Contributions due to unique conditions (Bridges, off ramps, etc...)
  - Timing of Payments of Fees (1/3 at Final Plat, 2/3 Building Permit etc.)
  
3. Construction Schedules & Site Cleanup
  - Grading permits prior to Plat?
  - Model Homes & Production prior utilities (indemnification for same)
  - Sales Trailer prior to plat?
  - Developer will snow plow, mow weeds, pick up debris , repair replace soil erosion, fencing during development (Posted security)
  - Developer will snow plow streets until 80% build-out
  
4. Storm-water & Flood Plain Management
  - Lot line separation from high water level
  - Detention basins planting standards
  - Release rates on downstream storm-water outlets (if any)
  - Release rates established
  - Base Flood Elevations for basements
  - Compliance with Storm-water Ordinance or exempt?
  
5. Water & Sewer
  - Annex Fee to Sanitary Districts other districts

- Requirement to extend all utilities to far side of property
  - Over-sizing and recapture
6. Appearance Standards
- Anti-monotony codes
  - Prefab Prohibitions
  - Green (sustainable development) Requirements
  - Fence Standards
  - Lighting Standards
  - Landscape Buffers
  - Lot Landscape minimum packages
  - Parkway Trees Standards
7. Funding Mechanisms for Common Areas
- SSA or HOA
  - Backup SSA if HOA
8. Variances
- Storm-water
  - Building Code
  - Zoning
  - Street & Street Widths
9. Other Matter



**VILLAGE OF SUGAR GROVE  
KANE COUNTY, ILLINOIS**

**ORDINANCE NO. 20131203D**

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**AN ORDINANCE ANNEXING TERRITORY TO THE  
VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS  
(CROWN PROPERTY)**

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Adopted by the  
Board of Trustees and President  
of the Village of Sugar Grove  
this 3rd day of December, 2013.

Published in Pamphlet Form  
by authority of the Board of Trustees  
of the Village of Sugar Grove, Kane County,  
Illinois, this 3rd day of December, 2013.

**VILLAGE OF SUGAR GROVE**

**ORDINANCE NO. 20121203D**

**AN ORDINANCE ANNEXING TERRITORY TO THE  
VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS  
(CROWN PROPERTY)**

**BE IT ORDAINED** by the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

**WHEREAS**, the Village of Sugar Grove is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution and, pursuant to the powers granted to it under 65 ILCS 5/1-8 *et seq.*; and,

**WHEREAS**, the territory being annexed is legally described in **Exhibit A** attached hereto and incorporated herein by reference (hereinafter referred to as the Property) which is contiguous to the corporate limits of the Village of Sugar Grove (hereinafter referred to as the Village) and is not presently contained within the corporate limits of any municipality and the statutory number of electors (if any) residing thereon join in the annexation petition; and,

**WHEREAS**, there has been filed with the Clerk of the Village a Petition for Annexation (hereinafter referred to as the Petition) pursuant to 65 ILCS 5/7-1-8 *et seq.*, signed by all of the then owners of record of the property(if any), and by not less than 51% of the electors then residing on the property; and,

**WHEREAS**, the owner desires that the property be annexed to the Village, zoned pursuant to the terms and conditions set forth in the Annexation Agreement for said property; and,

**WHEREAS**, the Village acknowledges that the uses as permitted under the Zoning Ordinance of the Village and in accordance with the terms and conditions of the above referenced annexation agreement, will be compatible with and will further the planning objectives of the Village, will be of substantial benefit to the Village, will extend the corporate limits and jurisdiction of the Village, will permit orderly growth, planning and development of the Village, will increase the tax base of the Village, will inure to the benefit and improvement of the Village and its residents, and will otherwise enhance and promote the general welfare of the Village and its residents:

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

**SECTION ONE: ANNEXATION**

That the territory legally described in **Exhibit A** is hereby annexed to the Village of Sugar Grove, Kane County, Illinois. That such annexation shall extend to the far side of any territory contiguous to the territory described in **Exhibit A** which is dedicated or used for street or highway purposes under the jurisdiction of county or township highway department if no part of such contiguous territory is not within any other municipality.

That an accurate Map of Annexation of said territory is attached hereto and made part of this Ordinance as **Exhibit B**.

That the Corporate Limits of the Village of Sugar Grove are hereby amended and extended to include the territory hereby annexed and the Village Clerk is hereby authorized and directed to make such changes on Village maps.

## **SECTION TWO: RECORDING AND NOTICE**

The Village Clerk is hereby authorized to record this ordinance along with all exhibits and a map of the territory being annexed in the Office of the Recorder of Kane County and to file copies with the Clerk of Kane County, the County Election Authority and to the Branch of the United of the United States Post Office servicing the territory hereby annexed.

## **SECTION THREE: GENERAL PROVISIONS**

**REPEALER**: All ordinances or portions thereof in conflict with this annexation ordinance are hereby repealed.

**SEVERABILITY**: Should any provision of this ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect the same as if the invalid provision had not been a part of this ordinance.

**EFFECTIVE DATE**: This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois this 3rd day of December, 2013.

\_\_\_\_\_  
P. Sean Michels,  
President of the Board of Trustees  
of the Village of Sugar Grove, Kane  
County, Illinois

ATTEST:\_\_\_\_\_  
Cynthia L. Galbreath,  
Clerk, Village of Sugar Grove

	Aye	Nay	Absent
Trustee Bohler	_____	_____	_____
Trustee Montalto	_____	_____	_____
Trustee Johnson	_____	_____	_____
Trustee Paluch	_____	_____	_____
Trustee Geary	_____	_____	_____
Trustee Herron	_____	_____	_____
President Michels	_____	_____	_____

**EXHIBIT A- LEGAL DESCRIPTION**

PARCEL 1: THAT PART OF SECTION 29, 30, 31 AND 32 TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE NORTH 80 DEGREES, 31 MINUTES, 14 SECONDS EAST 220.20 FEET TO AN EXISTING LIMESTONE MONUMENT; THENCE NORTH 86 DEGREES, 54 MINUTES, 14 SECONDS EAST 1463.91 FEET TO AN EXISTING IRON PIPE STAKE; THENCE NORTH 86 DEGREES, 54 MINUTES, 14 SECONDS EAST ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE 175.00 FEET; THENCE SOUTH 77 DEGREES, 24 MINUTES, 27 SECONDS EAST 265.54 FEET TO AN EXISTING CROSS CUT ON THE CENTER OF A CONCRETE BRIDGE OVER BLACKBERRY CREEK FOR A POINT OF BEGINNING; THENCE SOUTH 86 DEGREES, 55 MINUTES, 14 SECONDS EAST ALONG THE CENTER LINE OF SEAVEY ROAD 1908.39 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND KNOWN AS PARCEL E8- 28.2 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY PROCEEDINGS OUTLINED IN CASE NO. 71-ED-7077 IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS; THENCE SOUTH 6 DEGREES, 55 MINUTES, 15 SECONDS EAST ALONG THE WESTERLY LINE OF SAID TRACT 1165.95 FEET TO THE SOUTHWESTERLY CORNER OF SAID TRACT; THENCE SOUTH 83 DEGREES, 23 MINUTES, 39 SECONDS WEST ALONG A NORTHERLY LINE OF A TRACT OF LAND KNOWN AS PARCEL E8-28A ALSO ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY UNDER CASE NO. 71-ED-7077, AFOREMENTIONED, 669.96 FEET TO AN ANGLE IN SAID NORTHERLY LINE; THENCE NORTH 62 DEGREES, 24 MINUTES, 45 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT 845.31 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 36 DEGREES, 35 MINUTES, 25 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 712.02 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 30 DEGREES, 41 MINUTES, 55 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 349.97 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 37 DEGREES, 48 MINUTES, 25 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 102.08 FEET TO A LINE DRAWN NORTH 77 DEGREES, 24 MINUTES, 27 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 77 DEGREES, 24 MINUTES, 27 SECONDS EAST ALONG SAID LINE 35.13 FEET TO THE POINT OF BEGINNING, EXCEPT THE NORTH 300 FEET THEREOF, IN BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL 4: THAT PART OF THE NORTH HALF OF SECTION 32 AND PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE SOUTH 89 DEGREES, 19 MINUTES, 26 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER 94.40 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES, 19 MINUTES, 26 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER 161.28 FEET TO THE SOUTHEASTERLY CORNER OF A TRACT OF LAND KNOWN AS PARCEL E8-28B ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY PROCEEDINGS OUTLINED IN

CASE NO. 71-ED-7077 IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS; THENCE NORTH 54 DEGREES, 13 MINUTES, 45 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, 372.20 FEET TO A POINT OF CURVATURE IN SAID NORTHEASTERLY LINE; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE BEING ON A CURVE TO THE LEFT HAVING A RADIUS OF 2989.79 FEET AND WHOSE TANGENT LINE BEARS NORTH 54 DEGREES, 14 MINUTES, 43 SECONDS WEST FROM THE LAST DESCRIBED POINT AN ARC DISTANCE OF 194.86 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 57 DEGREES, 58 MINUTES, 47 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 490.70 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 68 DEGREES, 36 MINUTES, 48 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 876.97 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 65 DEGREES, 45 MINUTES, 51 SECONDS WEST 1246.86 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 79 DEGREES, 18 MINUTES, 31 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 409.64 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND KNOWN AS PARCEL E8-28. 3 ALSO ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY UNDER CASE NO. 71-ED- 7077, AFOREMENTIONED; THENCE NORTH 21 DEGREES, 25 MINUTES, 46 SECONDS WEST ALONG THE EASTERLY LINE OF SAID PARCEL E8- 28. 3, A DISTANCE OF 246.07 FEET TO AN ANGLE IN SAID EASTERLY LINE; THENCE NORTH 9 DEGREES, 35 MINUTES, 13 SECONDS WEST ALONG SAID EASTERLY LINE 828.42 FEET TO THE CENTER LINE OF SEAVEY ROAD; THENCE SOUTH 85 DEGREES, 18 MINUTES, 20 SECONDS EAST ALONG SAID CENTER LINE 2588.97 FEET TO AN EXISTING IRON PIPE STAKE AT AN ANGLE IN SAID CENTER LINE; THENCE SOUTH 84 DEGREES, 45 MINUTES, 32 SECONDS EAST ALONG SAID CENTER LINE 1902.50 FEET TO AN EXISTING IRON PIPE STAKE AT AN ANGLE IN SAID CENTER LINE; THENCE SOUTH 61 DEGREES, 31 MINUTES, 32 SECONDS EAST ALONG SAID CENTER LINE 274.10 FEET; THENCE SOUTH 28 DEGREES, 20 MINUTES, 58 SECONDS WEST 2297.15 FEET TO THE POINT OF BEGINNING, EXCEPT THE NORTH 300 FEET THEREOF, IN BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL 5: THAT PART LYING EASTERLY OF A LINE DRAWN PARALLEL WITH AND 90 FEET NORMAL DISTANT EASTERLY OF THE CENTER LINE OF ILLINOIS STATE ROUTE 47 OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF SAID SOUTHWEST QUARTER, 16.90 CHAINS EAST OF THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG SAID NORTH LINE TO THE WESTERLY LINE OF A TRACT OF LAND CONVEYED TO HORACE MASON BY DEED DATED OCTOBER 17, 1844 AND RECORDED APRIL 24, 1848 IN BOOK 10, PAGE 487; THENCE SOUTH 40 DEGREES EAST ALONG SAID WESTERLY LINE 13.83 CHAINS TO THE NORTHERLY LINE OF A TRACT OF LAND CONVEYED TO HARRY WHITE BY DEED DATED NOVEMBER 8, 1844 AND RECORDED DECEMBER 21, 1849 IN BOOK 16, PAGE 56; THENCE SOUTH 68 DEGREES WEST ALONG SAID NORTHERLY LINE 14.80 CHAINS; THENCE WESTERLY ALONG SAID NORTHERLY LINE TO A POINT IN THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32

AFORESAID, 15.78 CHAINS SOUTH OF THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE WEST 1.58 CHAINS; THENCE NORTH THREE AND THREE QUARTERS DEGREES WEST 15.88 CHAINS TO THE POINT OF BEGINNING IN THE TOWNSHIP OF BLACKBERRY, KANE COUNTY, ILLINOIS.

PARCEL 6: THAT PART OF SECTION 32 AND PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER 580.80 FEET TO THE CENTER LINE OF A ROAD; THENCE NORTH 87 DEGREES, 59 MINUTES, 0 SECONDS EAST ALONG SAID CENTER LINE 625.20 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 47; THENCE CONTINUING NORTH 87 DEGREES, 59 MINUTES, 0 SECONDS EAST 63.08 FEET TO THE EASTERLY LINE OF SAID STATE ROUTE AS ESTABLISHED BY DOCUMENT 1172075 FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 87 DEGREES, 59 MINUTES, 0 SECONDS EAST 66.12 FEET TO A POINT THAT IS 129.20 FEET NORTH 87 DEGREES, 59 MINUTES, 0 SECONDS EAST OF THE CENTER LINE OF SAID STATE ROUTE; THENCE NORTH 88 DEGREES, 37 MINUTES, 0 SECONDS EAST 4105.25 FEET TO THE SOUTHWESTERLY LINE OF PARCEL E8-31, BEING PART OF PREMISES ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY CONDEMNATION PROCEEDINGS HELD IN THE CIRCUIT COURT OF KANE COUNTY AND KNOWN AS CASE NO. 71-ED-7447; THENCE NORTH 55 DEGREES, 17 MINUTES, 41 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE 1439.12 FEET TO AN ANGLE IN SAID SOUTHWESTERLY LINE; THENCE NORTH 60 DEGREES, 02 MINUTES, 46 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE 301.10 FEET TO AN ANGLE IN SAID SOUTHWESTERLY LINE; THENCE NORTH 52 DEGREES, 25 MINUTES, 58 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE 500.73 FEET TO AN ANGLE IN SAID SOUTHWESTERLY LINE; THENCE NORTH 55 DEGREES, 17 MINUTES, 41 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE 1314.01 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE SOUTH 88 DEGREES, 15 MINUTES, 15 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER 938.03 FEET TO A POINT THAT IS 995.45 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 4 DEGREES, 08 MINUTES, 43 SECONDS WEST 221.76 FEET TO A MONUMENTAL STONE; THENCE SOUTH 84 DEGREES, 15 MINUTES, 40 SECONDS WEST 1502.24 FEET TO THE NORTHEAST CORNER OF PARCEL E8-31. 1, BEING PART OF SAID ILLINOIS STATE TOLL HIGHWAY PREMISES; THENCE SOUTH 19 DEGREES, 39 MINUTES, 49 SECONDS EAST ALONG THE EASTERLY LINE OF SAID PARCEL 447.36 FEET TO THE SOUTHERLY CORNER THEREOF; THENCE SOUTH 41 DEGREES 08 MINUTES 37 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID STATE ROUTE 100.38 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE SOUTH 35 DEGREES, 25 MINUTES, 34 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID STATE ROUTE 72.39 FEET TO THE WESTERLY LINE OF A TRACT OF LAND CONVEYED TO HORACE MASON BY DEED RECORDED APRIL 24, 1848 IN BOOK 10 AT PAGE 487; THENCE SOUTH 39 DEGREES, 38 MINUTES, 22 SECONDS EAST ALONG

SAID WESTERLY LINE 328.87 FEET TO A STONE ON THE SOUTHEASTERLY LINE EXTENDED OF LOT 13 IN MARIAN WOODS, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 7, BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS; THENCE SOUTH 66 DEGREES, 02 MINUTES, 22 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE EXTENDED 24.63 FEET TO THE EASTERLY LINE OF SAID STATE ROUTE; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID STATE ROUTE AS ESTABLISHED BY DOCUMENT 1172075, A DISTANCE OF 1550.42 FEET TO THE POINT OF BEGINNING, IN BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL 7: THAT PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER 580.8 FEET TO THE CENTER LINE OF A GRAVEL ROAD; THENCE NORTH 87 DEGREES 59 MINUTES EAST ALONG SAID CENTER LINE, 625.2 FEET TO THE CENTER LINE OF STATE HIGHWAY NO. 47 FOR THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 59 MINUTES EAST 129.2 FEET; THENCE NORTH 88 DEGREES 37 MINUTES EAST 215.1 FEET; THENCE SOUTH 9 DEGREES 54 MINUTES EAST 404.5 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES WEST 290.6 FEET TO THE CENTER LINE OF SAID STATE HIGHWAY NO. 47; THENCE NORTHERLY ALONG SAID CENTER LINE 414.8 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART LYING WESTERLY OF A LINE DRAWN 60 FEET EASTERLY OF AND RADIALLY DISTANT FROM THE CENTER LINE OF F.A. ROUTE 47), IN TOWNSHIP OF BLACKBERRY, KANE COUNTY, ILLINOIS.

PARCEL 8: THAT PART OF THE NORTH HALF OF SECTION 4, AND PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHEAST QUARTER OF SECTION 32 AND PART OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LAKEWOOD, BLACKBERRY AND SUGAR GROVE TOWNSHIPS, KANE COUNTY, ILLINOIS; THENCE NORTH 87 DEGREES 59 MINUTES 00 SECONDS EAST 129.20 FEET TO AN ANGLE POINT IN THE CENTER LINE OF A FORMER GRAVEL ROAD (NOW ABANDONED); THENCE NORTH 88 DEGREES 37 MINUTES 00 SECONDS EAST 215.10 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 9 DEGREES 54 MINUTES 00 SECONDS EAST 404.50 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 00 SECONDS WEST 228.93 FEET TO THE EASTERLY LINE OF ILLINOIS STATE ROUTE NO. 47 AS ESTABLISHED BY PROCEEDINGS OF THE CIRCUIT COURT OF THE 16TH JUDICIAL CIRCUIT, KANE COUNTY, ILLINOIS, AND KNOWN AS CASE 70 ED 7738; THENCE SOUTHERLY ALONG SAID EASTERLY LINE 1363.04 FEET TO THE SOUTH LINE EXTENDED WESTERLY OF UNIT NO. 1 - OAKCREST, SUGAR GROVE TOWNSHIP, KANE COUNTY, ILLINOIS; THENCE NORTH 88 DEGREES 02 MINUTES 38 SECONDS EAST ALONG SAID SOUTHERLY LINE EXTENDED 585.70 FEET TO THE SOUTHWEST CORNER OF SAID UNIT NO. 1; THENCE NORTH 34 DEGREES 50 MINUTES 01

SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID UNIT 1, 472.01 FEET TO THE CENTER LINE OF MERRILL ROAD; THENCE SOUTH 55 DEGREES, 09 MINUTES 08 SECONDS EAST ALONG SAID CENTER LINE 56.0 FEET TO AN ANGLE IN SAID MERRILL ROAD CENTER LINE; THENCE SOUTH 57 DEGREES 45 MINUTES 58 SECONDS EAST ALONG SAID CENTER LINE 612.98 FEET TO THE SOUTHEAST CORNER OF SAID UNIT NO. 1, BEING ALSO ON THE NORTH LINE OF A TRACT OF LAND CONVEYED TO PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS BY DOCUMENT 714344; THENCE NORTH 88 DEGREES 02 MINUTES 38 SECONDS EAST ALONG THE NORTH LINE OF SAID PUBLIC SERVICE COMPANY (NOW COMMONWEALTH EDISON COMPANY) TRACT, 247.08 FEET TO AN ANGLE IN SAID NORTH LINE; THENCE NORTH 88 DEGREES 36 MINUTES 00 SECONDS EAST ALONG SAID NORTH LINE 4712.94 FEET TO THE SOUTHWESTERLY LINE OF PARCEL E-8-33 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE 2960.71 FEET TO A LINE DRAWN NORTH 88 DEGREES 37 MINUTES 00 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 37 MINUTES 00 SECONDS WEST 3890.15 FEET TO THE POINT OF BEGINNING, IN SUGAR GROVE AND BLACKBERRY TOWNSHIPS, KANE COUNTY, ILLINOIS, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LAKEWOOD SUBDIVISION, BLACKBERRY AND SUGAR GROVE TOWNSHIPS, KANE COUNTY, ILLINOIS; THENCE EASTERLY, 129.20 FEET TO AN ANGLE POINT IN THE CENTER LINE OF A FORMER GRAVEL ROAD (NOW ABANDONED); THENCE NORTH 89 DEGREES 41 MINUTES 51 SECONDS EAST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 215.10 FEET; THENCE SOUTH 08 DEGREES 50 MINUTES 33 SECONDS EAST 404.5 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 31 SECONDS WEST 229.34 FEET TO THE EASTERLY LINE OF ILLINOIS STATE ROUTE NO. 47 AS ESTABLISHED BY PROCEEDINGS OF THE CIRCUIT COURT OF THE 16TH JUDICIAL CIRCUIT, KANE COUNTY, ILLINOIS, AND KNOWN AS CASE 70 ED 7738; THENCE SOUTHERLY, 265.47 FEET ALONG SAID EASTERLY LINE, BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 3879.83 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 10 DEGREES 59 MINUTES 30 SECONDS EAST TO AN ANGLE POINT IN SAID EASTERLY LINE; THENCE SOUTH 15 DEGREES 56 MINUTES 15 SECONDS EAST, 76.93 TO AN ANGLE POINT IN SAID EASTERLY LINE; THENCE SOUTHERLY, 45.24 FEET ALONG SAID EASTERLY LINE, BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 3889.83 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 07 DEGREES 34 MINUTES 24 SECONDS EAST TO THE CENTERLINE OF MERRILL ROAD, AS STAKED; THENCE SOUTH 89 DEGREES 47 MINUTES 48 SECONDS EAST, 137.50 FEET ALONG SAID CENTERLINE AS STAKED; THENCE SOUTH 47 DEGREES 39 MINUTES 05 SECONDS EAST, 270.56 FEET ALONG SAID CENTERLINE OF MERRILL ROAD, AS STAKED TO THE POINT OF BEGINNING; THENCE NORTH 33 DEGREES 54 MINUTES 49 SECONDS EAST, 441.01 FEET; THENCE SOUTH 52 DEGREES 48 MINUTES 19 SECONDS EAST, 573.32 FEET; THENCE SOUTH 33

DEGREES 54 MINUTES 49 SECONDS WEST, 440.04 FEET TO THE SAID CENTERLINE OF MERRILL ROAD, AS STAKED; THENCE NORTH 54 DEGREES 03 MINUTES 27 SECONDS WEST, 470.21 FEET ALONG SAID CENTERLINE OF MERRILL ROAD, AS STAKED; THENCE NORTH 47 DEGREES 39 MINUTES 05 SECONDS WEST, 103.59 FEET ALONG SAID CENTERLINE TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PARCEL 10: THAT PART OF THE NORTH HALF OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID NORTH HALF; THENCE SOUTH 89 DEGREES 07 MINUTES 36 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 99.46 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP AND RANGE AFORESAID TO A POINT IN MERILL ROAD; THENCE SOUTH 51 DEGREES 13 MINUTES 39 SECONDS EAST, 483.0 FEET ALONG MERILL ROAD TO THE POINT OF BEGINNING; THENCE NORTH 38 DEGREES 47 MINUTES 01 SECONDS EAST 393.71 FEET ALONG THE NORTHWESTERLY LINE OF PROPERTY DESCRIBED IN TRUSTEE'S DEED RECORDED AS DOCUMENT 00220581 TO THE NORTH LINE OF THE SOUTH HALF OF SAID NORTH HALF; THENCE NORTH 89 DEGREES 40 MINUTES 50 SECONDS EAST, 3036.76 FEET ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID NORTH HALF TO THE NORTHEAST CORNER OF THE WEST 13.26 CHAINS, AS OCCUPIED, OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 00 DEGREES 30 MINUTES 10 SECONDS EAST, 1322.63 FEET ALONG THE EAST LINE, AS OCCUPIED, OF SAID WEST 13.26 CHAINS TO THE SOUTHEAST CORNER OF SAID WEST 13.26 CHAINS; THENCE SOUTH 89 DEGREES 51 MINUTES 30 SECONDS WEST, 2045.24 FEET ALONG THE SOUTH LINE, AS MONUMENTED, OF SAID NORTH HALF TO A POINT IN MERILL ROAD; THENCE NORTH 51 DEGREES 13 MINUTES 39 SECONDS WEST, 1602.92 FEET ALONG MERILL ROAD TO THE POINT OF BEGINNING, IN SUGAR GROVE TOWNSHIP, KANE COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING TWO TRACTS OF REAL ESTATE:

THAT PART OF THE NORTH HALF OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID NORTH HALF; THENCE SOUTH 89 DEGREES 07 MINUTES 36 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 99.46 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP AND RANGE AFORESAID TO A POINT IN MERILL ROAD; THENCE SOUTH 51 DEGREES 13 MINUTES 39 SECONDS EAST, 483.0 FEET ALONG MERILL ROAD TO THE POINT OF BEGINNING; THENCE NORTH 38 DEGREES 47 MINUTES 01 SECONDS EAST, 196.56 FEET ALONG THE NORTHWESTERLY LINE OF PROPERTY DESCRIBED IN TRUSTEE'S DEED RECORDED AS DOCUMENT 00220581; THENCE SOUTH 51 DEGREES 13 MINUTES 39 SECONDS EAST, 189.96 FEET; THENCE

NORTH 89 DEGREES 40 MINUTES 50 SECONDS EAST, 65.00 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 10 SECONDS EAST, 126.36 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 50 SECONDS WEST, 83.91 FEET; THENCE SOUTH 38 DEGREES 46 MINUTES 21 SECONDS WEST, 86.56 FEET TO A POINT IN MERILL ROAD; THENCE NORTH 51 DEGREES 13 MINUTES 39 SECONDS WEST, 255.00 FEET ALONG MERILL ROAD TO THE POINT OF BEGINNING, IN SUGAR GROVE TOWNSHIP, KANE COUNTY, ILLINOIS, AND ALSO,

AND ALSO,

THAT PART OF THE NORTH HALF OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 89 DEGREES 51 MINUTES 30 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 1156.98 FEET ALONG THE NORTH LINE OF SAID QUARTER SECTION, AS MONUMENTED, TO THE CENTER LINE OF MERILL ROAD, AS IT EXISTED IN 1936; THENCE NORTH 89 DEGREES 51 MINUTES 30 SECONDS EAST, 424.22 FEET ALONG THE NORTH LINE OF SAID QUARTER SECTION, AS MONUMENTED, TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 08 MINUTES 30 SECONDS WEST , 391.78 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 30 SECONDS WEST, 540.27 FEET; THENCE SOUTH 38 DEGREES 46 MINUTES 21 SECONDS WEST, 224.41 FEET TO A POINT IN MERILL ROAD; THENCE SOUTH 51 DEGREES 13 MINUTES 39 SECONDS EAST, 345.72 FEET ALONG MERILL ROAD TO THE AFOREMENTIONED NORTH LINE OF SAID QUARTER SECTION; THENCE NORTH 89 DEGREES 51 MINUTES 30 SECONDS EAST, 412.23 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, IN SUGAR GROVE TOWNSHIP, KANE COUNTY, ILLINOIS.

**EXHIBIT B- MAP OF ANNEXATION**

(On following page)



**VILLAGE OF SUGAR GROVE  
KANE COUNTY, ILLINOIS**

**ORDINANCE NO. 20131203C**

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**AN ORDINANCE AUTHORIZING EXECUTION OF THE ANNEXATION AGREEMENT FOR THE  
VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS  
(CROWN PROPERTY)**

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Adopted by the  
Board of Trustees and President  
of the Village of Sugar Grove  
this 3rd day of December, 2013

Published in Pamphlet Form  
by authority of the Board of Trustees  
of the Village of Sugar Grove, Kane County,  
Illinois, this 3rd day of December, 2013.

**VILLAGE OF SUGAR GROVE**

**ORDINANCE NO. 20131203C**

**AN ORDINANCE AUTHORIZING EXECUTION OF AN ANNEXATION AGREEMENT FOR THE  
VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS  
(CROWN PROPERTY)**

**BE IT ORDAINED** by the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

**WHEREAS**, the Village of Sugar Grove is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution and, pursuant to the powers granted to it under 65 ILCS 5/1-8 *et seq.*; and,

**WHEREAS**, the corporate authorities of the Village has held a public hearing on the proposed amended agreement, similar in form and substance to the Agreement attached hereto, pursuant to notice by publication in a newspaper of general circulation in the Village being not less than 15 days nor more than 30 days prior to said public hearing; and,

**WHEREAS**, the corporate authorities have approved this Amended Agreement; and,

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

**SECTION ONE: ANNEXATION AGREEMENT**

That the Annexation Agreement entered into by and between the VILLAGE OF SUGAR GROVE, an Illinois municipal corporation (the "VILLAGE"); and Sugar Grove L.L.C., an Illinois Limited Liability Company, (the "Owner"); setting forth terms and conditions relating to the territory described in **Exhibit "A"** is hereby incorporated by reference in this ordinance as if fully set forth in the body hereof, a copy of which is attached hereto as **Exhibit "B"**. Said **Exhibit "B"** is hereby approved and the Village President and Clerk are hereby authorized to execute said amended agreement on behalf of the Village of Sugar Grove.

**SECTION TWO: RECORDING AND NOTICE**

The Village Clerk is hereby authorized to record this ordinance along with all exhibits in the Office of the Recorder of Kane County.

**SECTION THREE: GENERAL PROVISIONS**

REPEALER: All ordinances or portions thereof in conflict with this annexation ordinance are hereby repealed.

SEVERABILITY: Should any provision of this ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect the same as if the invalid provision had not been a part of this ordinance.

EFFECTIVE DATE: This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois this 3rd day of December, 2013.

\_\_\_\_\_  
P. Sean Michels,  
President of the Board of Trustees  
of the Village of Sugar Grove, Kane  
County, Illinois

ATTEST: \_\_\_\_\_  
Cynthia L. Galbreath,  
Clerk, Village of Sugar Grove

	Aye	Nay	Absent
Trustee Bohler	_____	_____	_____
Trustee Montalto	_____	_____	_____
Trustee Johnson	_____	_____	_____
Trustee Paluch	_____	_____	_____
Trustee Geary	_____	_____	_____
Trustee Herron	_____	_____	_____
President Michels	_____	_____	_____

EXHIBIT A

PARCEL 1: THAT PART OF SECTION 29, 30, 31 AND 32 TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE NORTH 80 DEGREES, 31 MINUTES, 14 SECONDS EAST 220.20 FEET TO AN EXISTING LIMESTONE MONUMENT; THENCE NORTH 86 DEGREES, 54 MINUTES, 14 SECONDS EAST 1463.91 FEET TO AN EXISTING IRON PIPE STAKE; THENCE NORTH 86 DEGREES, 54 MINUTES, 14 SECONDS EAST ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE 175.00 FEET; THENCE SOUTH 77 DEGREES, 24 MINUTES, 27 SECONDS EAST 265.54 FEET TO AN EXISTING CROSS CUT ON THE CENTER OF A CONCRETE BRIDGE OVER BLACKBERRY CREEK FOR A POINT OF BEGINNING; THENCE SOUTH 86 DEGREES, 55 MINUTES, 14 SECONDS EAST ALONG THE CENTER LINE OF SEAVEY ROAD 1908.39 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND KNOWN AS PARCEL E8- 28.2 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY PROCEEDINGS OUTLINED IN CASE NO. 71-ED-7077 IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS; THENCE SOUTH 6 DEGREES, 55 MINUTES, 15 SECONDS EAST ALONG THE WESTERLY LINE OF SAID TRACT 1165.95 FEET TO THE SOUTHWESTERLY CORNER OF SAID TRACT; THENCE SOUTH 83 DEGREES, 23 MINUTES, 39 SECONDS WEST ALONG A NORTHERLY LINE OF A TRACT OF LAND KNOWN AS PARCEL E8-28A ALSO ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY UNDER CASE NO. 71-ED-7077, AFOREMENTIONED, 669.96 FEET TO AN ANGLE IN SAID NORTHERLY LINE; THENCE NORTH 62 DEGREES, 24 MINUTES, 45 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT 845.31 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 36 DEGREES, 35 MINUTES, 25 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 712.02 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 30 DEGREES, 41 MINUTES, 55 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 349.97 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 37 DEGREES, 48 MINUTES, 25 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 102.08 FEET TO A LINE DRAWN NORTH 77 DEGREES, 24 MINUTES, 27 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 77 DEGREES, 24 MINUTES, 27 SECONDS EAST ALONG SAID LINE 35.13 FEET TO THE POINT OF BEGINNING, EXCEPT THE NORTH 300 FEET THEREOF, IN BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL 4: THAT PART OF THE NORTH HALF OF SECTION 32 AND PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE SOUTH 89 DEGREES, 19 MINUTES, 26 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER 94.40 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES, 19 MINUTES, 26 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER 161.28 FEET TO THE SOUTHEASTERLY CORNER OF A TRACT OF LAND KNOWN AS PARCEL E8-28B ACQUIRED BY THE

ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY PROCEEDINGS OUTLINED IN CASE NO. 71-ED-7077 IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS; THENCE NORTH 54 DEGREES, 13 MINUTES, 45 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, 372.20 FEET TO A POINT OF CURVATURE IN SAID NORTHEASTERLY LINE; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE BEING ON A CURVE TO THE LEFT HAVING A RADIUS OF 2989.79 FEET AND WHOSE TANGENT LINE BEARS NORTH 54 DEGREES, 14 MINUTES, 43 SECONDS WEST FROM THE LAST DESCRIBED POINT AN ARC DISTANCE OF 194.86 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 57 DEGREES, 58 MINUTES, 47 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 490.70 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 68 DEGREES, 36 MINUTES, 48 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 876.97 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 65 DEGREES, 45 MINUTES, 51 SECONDS WEST 1246.86 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 79 DEGREES, 18 MINUTES, 31 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 409.64 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND KNOWN AS PARCEL E8-28. 3 ALSO ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY UNDER CASE NO. 71-ED- 7077, AFOREMENTIONED; THENCE NORTH 21 DEGREES, 25 MINUTES, 46 SECONDS WEST ALONG THE EASTERLY LINE OF SAID PARCEL E8- 28. 3, A DISTANCE OF 246.07 FEET TO AN ANGLE IN SAID EASTERLY LINE; THENCE NORTH 9 DEGREES, 35 MINUTES, 13 SECONDS WEST ALONG SAID EASTERLY LINE 828.42 FEET TO THE CENTER LINE OF SEAVEY ROAD; THENCE SOUTH 85 DEGREES, 18 MINUTES, 20 SECONDS EAST ALONG SAID CENTER LINE 2588.97 FEET TO AN EXISTING IRON PIPE STAKE AT AN ANGLE IN SAID CENTER LINE; THENCE SOUTH 84 DEGREES, 45 MINUTES, 32 SECONDS EAST ALONG SAID CENTER LINE 1902.50 FEET TO AN EXISTING IRON PIPE STAKE AT AN ANGLE IN SAID CENTER LINE; THENCE SOUTH 61 DEGREES, 31 MINUTES, 32 SECONDS EAST ALONG SAID CENTER LINE 274.10 FEET; THENCE SOUTH 28 DEGREES, 20 MINUTES, 58 SECONDS WEST 2297.15 FEET TO THE POINT OF BEGINNING, EXCEPT THE NORTH 300 FEET THEREOF, IN BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL 5: THAT PART LYING EASTERLY OF A LINE DRAWN PARALLEL WITH AND 90 FEET NORMAL DISTANT EASTERLY OF THE CENTER LINE OF ILLINOIS STATE ROUTE 47 OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF SAID SOUTHWEST QUARTER, 16.90 CHAINS EAST OF THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG SAID NORTH LINE TO THE WESTERLY LINE OF A TRACT OF LAND CONVEYED TO HORACE MASON BY DEED DATED OCTOBER 17, 1844 AND RECORDED APRIL 24, 1848 IN BOOK 10, PAGE 487; THENCE SOUTH 40 DEGREES EAST ALONG SAID WESTERLY LINE 13.83 CHAINS TO THE NORTHERLY LINE OF A TRACT OF LAND CONVEYED TO HARRY WHITE BY DEED DATED NOVEMBER 8, 1844 AND RECORDED DECEMBER 21, 1849 IN BOOK 16, PAGE 56; THENCE SOUTH 68 DEGREES WEST ALONG SAID NORTHERLY LINE 14.80 CHAINS; THENCE WESTERLY ALONG SAID NORTHERLY LINE TO A POINT IN THE EAST

LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32 AFORESAID, 15.78 CHAINS SOUTH OF THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE WEST 1.58 CHAINS; THENCE NORTH THREE AND THREE QUARTERS DEGREES WEST 15.88 CHAINS TO THE POINT OF BEGINNING IN THE TOWNSHIP OF BLACKBERRY, KANE COUNTY, ILLINOIS.

PARCEL 6: THAT PART OF SECTION 32 AND PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER 580.80 FEET TO THE CENTER LINE OF A ROAD; THENCE NORTH 87 DEGREES, 59 MINUTES, 0 SECONDS EAST ALONG SAID CENTER LINE 625.20 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 47; THENCE CONTINUING NORTH 87 DEGREES, 59 MINUTES, 0 SECONDS EAST 63.08 FEET TO THE EASTERLY LINE OF SAID STATE ROUTE AS ESTABLISHED BY DOCUMENT 1172075 FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 87 DEGREES, 59 MINUTES, 0 SECONDS EAST 66.12 FEET TO A POINT THAT IS 129.20 FEET NORTH 87 DEGREES, 59 MINUTES, 0 SECONDS EAST OF THE CENTER LINE OF SAID STATE ROUTE; THENCE NORTH 88 DEGREES, 37 MINUTES, 0 SECONDS EAST 4105.25 FEET TO THE SOUTHWESTERLY LINE OF PARCEL E8-31, BEING PART OF PREMISES ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY CONDEMNATION PROCEEDINGS HELD IN THE CIRCUIT COURT OF KANE COUNTY AND KNOWN AS CASE NO. 71-ED-7447; THENCE NORTH 55 DEGREES, 17 MINUTES, 41 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE 1439.12 FEET TO AN ANGLE IN SAID SOUTHWESTERLY LINE; THENCE NORTH 60 DEGREES, 02 MINUTES, 46 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE 301.10 FEET TO AN ANGLE IN SAID SOUTHWESTERLY LINE; THENCE NORTH 52 DEGREES, 25 MINUTES, 58 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE 500.73 FEET TO AN ANGLE IN SAID SOUTHWESTERLY LINE; THENCE NORTH 55 DEGREES, 17 MINUTES, 41 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE 1314.01 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE SOUTH 88 DEGREES, 15 MINUTES, 15 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER 938.03 FEET TO A POINT THAT IS 995.45 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 4 DEGREES, 08 MINUTES, 43 SECONDS WEST 221.76 FEET TO A MONUMENTAL STONE; THENCE SOUTH 84 DEGREES, 15 MINUTES, 40 SECONDS WEST 1502.24 FEET TO THE NORTHEAST CORNER OF PARCEL E8-31. 1, BEING PART OF SAID ILLINOIS STATE TOLL HIGHWAY PREMISES; THENCE SOUTH 19 DEGREES, 39 MINUTES, 49 SECONDS EAST ALONG THE EASTERLY LINE OF SAID PARCEL 447.36 FEET TO THE SOUTHERLY CORNER THEREOF; THENCE SOUTH 41 DEGREES 08 MINUTES 37 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID STATE ROUTE 100.38 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE SOUTH 35 DEGREES, 25 MINUTES, 34 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID STATE ROUTE 72.39 FEET TO THE WESTERLY LINE OF A TRACT OF LAND CONVEYED TO HORACE MASON BY DEED RECORDED APRIL 24, 1848 IN BOOK 10

AT PAGE 487; THENCE SOUTH 39 DEGREES, 38 MINUTES, 22 SECONDS EAST ALONG SAID WESTERLY LINE 328.87 FEET TO A STONE ON THE SOUTHEASTERLY LINE EXTENDED OF LOT 13 IN MARIAN WOODS, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 7, BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS; THENCE SOUTH 66 DEGREES, 02 MINUTES, 22 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE EXTENDED 24.63 FEET TO THE EASTERLY LINE OF SAID STATE ROUTE; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID STATE ROUTE AS ESTABLISHED BY DOCUMENT 1172075, A DISTANCE OF 1550.42 FEET TO THE POINT OF BEGINNING, IN BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL 7: THAT PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER 580.8 FEET TO THE CENTER LINE OF A GRAVEL ROAD; THENCE NORTH 87 DEGREES 59 MINUTES EAST ALONG SAID CENTER LINE, 625.2 FEET TO THE CENTER LINE OF STATE HIGHWAY NO. 47 FOR THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 59 MINUTES EAST 129.2 FEET; THENCE NORTH 88 DEGREES 37 MINUTES EAST 215.1 FEET; THENCE SOUTH 9 DEGREES 54 MINUTES EAST 404.5 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES WEST 290.6 FEET TO THE CENTER LINE OF SAID STATE HIGHWAY NO. 47; THENCE NORTHERLY ALONG SAID CENTER LINE 414.8 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART LYING WESTERLY OF A LINE DRAWN 60 FEET EASTERLY OF AND RADially DISTANT FROM THE CENTER LINE OF F.A. ROUTE 47), IN TOWNSHIP OF BLACKBERRY, KANE COUNTY, ILLINOIS.

PARCEL 8: THAT PART OF THE NORTH HALF OF SECTION 4, AND PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHEAST QUARTER OF SECTION 32 AND PART OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LAKEWOOD, BLACKBERRY AND SUGAR GROVE TOWNSHIPS, KANE COUNTY, ILLINOIS; THENCE NORTH 87 DEGREES 59 MINUTES 00 SECONDS EAST 129.20 FEET TO AN ANGLE POINT IN THE CENTER LINE OF A FORMER GRAVEL ROAD (NOW ABANDONED); THENCE NORTH 88 DEGREES 37 MINUTES 00 SECONDS EAST 215.10 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 9 DEGREES 54 MINUTES 00 SECONDS EAST 404.50 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 00 SECONDS WEST 228.93 FEET TO THE EASTERLY LINE OF ILLINOIS STATE ROUTE NO. 47 AS ESTABLISHED BY PROCEEDINGS OF THE CIRCUIT COURT OF THE 16TH JUDICIAL CIRCUIT, KANE COUNTY, ILLINOIS, AND KNOWN AS CASE 70 ED 7738; THENCE SOUTHERLY ALONG SAID EASTERLY LINE 1363.04 FEET TO THE SOUTH LINE EXTENDED WESTERLY OF UNIT NO. 1 - OAKCREST, SUGAR GROVE TOWNSHIP, KANE COUNTY, ILLINOIS; THENCE NORTH 88 DEGREES 02 MINUTES 38 SECONDS EAST ALONG SAID SOUTHERLY LINE EXTENDED 585.70 FEET TO THE SOUTHWEST

CORNER OF SAID UNIT NO. 1; THENCE NORTH 34 DEGREES 50 MINUTES 01 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID UNIT 1, 472.01 FEET TO THE CENTER LINE OF MERRILL ROAD; THENCE SOUTH 55 DEGREES, 09 MINUTES 08 SECONDS EAST ALONG SAID CENTER LINE 56.0 FEET TO AN ANGLE IN SAID MERRILL ROAD CENTER LINE; THENCE SOUTH 57 DEGREES 45 MINUTES 58 SECONDS EAST ALONG SAID CENTER LINE 612.98 FEET TO THE SOUTHEAST CORNER OF SAID UNIT NO. 1, BEING ALSO ON THE NORTH LINE OF A TRACT OF LAND CONVEYED TO PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS BY DOCUMENT 714344; THENCE NORTH 88 DEGREES 02 MINUTES 38 SECONDS EAST ALONG THE NORTH LINE OF SAID PUBLIC SERVICE COMPANY (NOW COMMONWEALTH EDISON COMPANY) TRACT, 247.08 FEET TO AN ANGLE IN SAID NORTH LINE; THENCE NORTH 88 DEGREES 36 MINUTES 00 SECONDS EAST ALONG SAID NORTH LINE 4712.94 FEET TO THE SOUTHWESTERLY LINE OF PARCEL E-8-33 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE 2960.71 FEET TO A LINE DRAWN NORTH 88 DEGREES 37 MINUTES 00 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 37 MINUTES 00 SECONDS WEST 3890.15 FEET TO THE POINT OF BEGINNING, IN SUGAR GROVE AND BLACKBERRY TOWNSHIPS, KANE COUNTY, ILLINOIS, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LAKEWOOD SUBDIVISION, BLACKBERRY AND SUGAR GROVE TOWNSHIPS, KANE COUNTY, ILLINOIS; THENCE EASTERLY, 129.20 FEET TO AN ANGLE POINT IN THE CENTER LINE OF A FORMER GRAVEL ROAD (NOW ABANDONED); THENCE NORTH 89 DEGREES 41 MINUTES 51 SECONDS EAST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 215.10 FEET; THENCE SOUTH 08 DEGREES 50 MINUTES 33 SECONDS EAST 404.5 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 31 SECONDS WEST 229.34 FEET TO THE EASTERLY LINE OF ILLINOIS STATE ROUTE NO. 47 AS ESTABLISHED BY PROCEEDINGS OF THE CIRCUIT COURT OF THE 16TH JUDICIAL CIRCUIT, KANE COUNTY, ILLINOIS, AND KNOWN AS CASE 70 ED 7738; THENCE SOUTHERLY, 265.47 FEET ALONG SAID EASTERLY LINE, BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 3879.83 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 10 DEGREES 59 MINUTES 30 SECONDS EAST TO AN ANGLE POINT IN SAID EASTERLY LINE; THENCE SOUTH 15 DEGREES 56 MINUTES 15 SECONDS EAST, 76.93 TO AN ANGLE POINT IN SAID EASTERLY LINE; THENCE SOUTHERLY, 45.24 FEET ALONG SAID EASTERLY LINE, BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 3889.83 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 07 DEGREES 34 MINUTES 24 SECONDS EAST TO THE CENTERLINE OF MERRILL ROAD, AS STAKED; THENCE SOUTH 89 DEGREES 47 MINUTES 48 SECONDS EAST, 137.50 FEET ALONG SAID CENTERLINE AS STAKED; THENCE SOUTH 47 DEGREES 39 MINUTES 05 SECONDS EAST, 270.56 FEET ALONG SAID CENTERLINE OF MERRILL ROAD, AS STAKED TO THE POINT OF BEGINNING; THENCE NORTH 33 DEGREES 54 MINUTES 49 SECONDS EAST, 441.01 FEET; THENCE SOUTH 52

DEGREES 48 MINUTES 19 SECONDS EAST, 573.32 FEET; THENCE SOUTH 33 DEGREES 54 MINUTES 49 SECONDS WEST, 440.04 FEET TO THE SAID CENTERLINE OF MERRILL ROAD, AS STAKED; THENCE NORTH 54 DEGREES 03 MINUTES 27 SECONDS WEST, 470.21 FEET ALONG SAID CENTERLINE OF MERRILL ROAD, AS STAKED; THENCE NORTH 47 DEGREES 39 MINUTES 05 SECONDS WEST, 103.59 FEET ALONG SAID CENTERLINE TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PARCEL 10: THAT PART OF THE NORTH HALF OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID NORTH HALF; THENCE SOUTH 89 DEGREES 07 MINUTES 36 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 99.46 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP AND RANGE AFORESAID TO A POINT IN MERILL ROAD; THENCE SOUTH 51 DEGREES 13 MINUTES 39 SECONDS EAST, 483.0 FEET ALONG MERILL ROAD TO THE POINT OF BEGINNING; THENCE NORTH 38 DEGREES 47 MINUTES 01 SECONDS EAST 393.71 FEET ALONG THE NORTHWESTERLY LINE OF PROPERTY DESCRIBED IN TRUSTEE'S DEED RECORDED AS DOCUMENT 00220581 TO THE NORTH LINE OF THE SOUTH HALF OF SAID NORTH HALF; THENCE NORTH 89 DEGREES 40 MINUTES 50 SECONDS EAST, 3036.76 FEET ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID NORTH HALF TO THE NORTHEAST CORNER OF THE WEST 13.26 CHAINS, AS OCCUPIED, OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 00 DEGREES 30 MINUTES 10 SECONDS EAST, 1322.63 FEET ALONG THE EAST LINE, AS OCCUPIED, OF SAID WEST 13.26 CHAINS TO THE SOUTHEAST CORNER OF SAID WEST 13.26 CHAINS; THENCE SOUTH 89 DEGREES 51 MINUTES 30 SECONDS WEST, 2045.24 FEET ALONG THE SOUTH LINE, AS MONUMENTED, OF SAID NORTH HALF TO A POINT IN MERILL ROAD; THENCE NORTH 51 DEGREES 13 MINUTES 39 SECONDS WEST, 1602.92 FEET ALONG MERILL ROAD TO THE POINT OF BEGINNING, IN SUGAR GROVE TOWNSHIP, KANE COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING TWO TRACTS OF REAL ESTATE:

THAT PART OF THE NORTH HALF OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID NORTH HALF; THENCE SOUTH 89 DEGREES 07 MINUTES 36 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 99.46 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP AND RANGE AFORESAID TO A POINT IN MERILL ROAD; THENCE SOUTH 51 DEGREES 13 MINUTES 39 SECONDS EAST, 483.0 FEET ALONG MERILL ROAD TO THE POINT OF BEGINNING; THENCE NORTH 38 DEGREES 47 MINUTES 01 SECONDS EAST, 196.56 FEET ALONG THE NORTHWESTERLY LINE OF PROPERTY DESCRIBED IN TRUSTEE'S DEED RECORDED AS DOCUMENT 00220581;

THENCE SOUTH 51 DEGREES 13 MINUTES 39 SECONDS EAST, 189.96 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 50 SECONDS EAST, 65.00 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 10 SECONDS EAST, 126.36 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 50 SECONDS WEST, 83.91 FEET; THENCE SOUTH 38 DEGREES 46 MINUTES 21 SECONDS WEST, 86.56 FEET TO A POINT IN MERILL ROAD; THENCE NORTH 51 DEGREES 13 MINUTES 39 SECONDS WEST, 255.00 FEET ALONG MERILL ROAD TO THE POINT OF BEGINNING, IN SUGAR GROVE TOWNSHIP, KANE COUNTY, ILLINOIS, AND ALSO,

AND ALSO,

THAT PART OF THE NORTH HALF OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 89 DEGREES 51 MINUTES 30 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 1156.98 FEET ALONG THE NORTH LINE OF SAID QUARTER SECTION, AS MONUMENTED, TO THE CENTER LINE OF MERILL ROAD, AS IT EXISTED IN 1936; THENCE NORTH 89 DEGREES 51 MINUTES 30 SECONDS EAST, 424.22 FEET ALONG THE NORTH LINE OF SAID QUARTER SECTION, AS MONUMENTED, TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 08 MINUTES 30 SECONDS WEST, 391.78 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 30 SECONDS WEST, 540.27 FEET; THENCE SOUTH 38 DEGREES 46 MINUTES 21 SECONDS WEST, 224.41 FEET TO A POINT IN MERILL ROAD; THENCE SOUTH 51 DEGREES 13 MINUTES 39 SECONDS EAST, 345.72 FEET ALONG MERILL ROAD TO THE AFOREMENTIONED NORTH LINE OF SAID QUARTER SECTION; THENCE NORTH 89 DEGREES 51 MINUTES 30 SECONDS EAST, 412.23 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, IN SUGAR GROVE TOWNSHIP, KANE COUNTY, ILLINOIS.

EXHIBIT B

# PLAT OF ANNEXATION TO THE VILLAGE OF SUGAR GROVE

BEING A PART OF SECTIONS 31, 32 AND 33 IN BLACKBERRY TOWNSHIP AND SECTIONS 4 AND 5 IN SUGAR GROVE TOWNSHIP, KANE COUNTY, ILLINOIS.



- Later  
 - Now

LINE	MEASURED		RECORD	
	LENGTH	BEARING	LENGTH	BEARING
L8	1165.88'	S 06°54'54" E	1165.95'	S 06°55'15" E
L9	711.99'	N 36°34'45" W	712.02'	N 36°35'25" W
L10	349.58'	N 30°40'15" W	349.97'	N 30°41'55" W
L11	102.38'	N 37°47'45" W	102.08'	N 37°48'25" W
L17	162.28'	S 89°19'42" W	161.28'	S 89°19'26" W
L18	371.45'	N 54°12'42" W	372.20'	N 54°13'45" W
L19	490.70'	N 57°56'37" W	N/A	N 57°58'47" W
L20	877.13'	N 68°34'48" W	876.97'	N 68°36'48" W
L21	248.24'	N 21°15'29" W	246.07'	N 21°25'46" W
L22	826.04'	N 09°35'15" W	828.42'	N 09°35'13" W
L26	221.53'	N 03°07'45" W	221.76'	N 04°08'43" W
L27	937.22'	S 89°19'42" W	938.03'	S 88°15'15" W
L28	247.08'	N 89°07'36" E	247.08'	N 88°02'38" E
L29	612.90'	S 56°41'45" E	612.98'	S 57°45'58" E
L30	56.17'	S 54°03'27" E	56.0'	S 55°09'08" E
L31	471.87'	N 35°54'08" E	472.01'	N 34°50'01" E
L32	66.35'	N 89°02'23" E	66.12'	N 87°59'00" E
L33	215.10'	N 89°41'51" E	215.10'	N 88°37' E
L34	404.25'	S 08°50'33" E	404.5'	S 09°54" E
L35	229.34'	S 89°46'31" W	228.93'	S 88°37" W
L36	391.78'	N 00°08'30" W	N/A	N/A
L37	540.27'	S 89°51'30" W	N/A	N/A
L38	224.41'	S 38°46'21" W	N/A	N/A
L39	267.31'	N 51°13'39" W	N/A	N/A
L40	89.40'	S 38°46'21" W	N/A	N/A
L41	192.43'	S 06°59'05" W	N/A	N/A
L42	165.89'	S 51°12'59" E	N/A	N/A
L45	441.01'	N 33°54'49" E	N/A	N/A
L46	573.32'	S 52°48'19" E	N/A	N/A
L47	440.04'	S 33°54'49" W	N/A	N/A
L48	470.21'	N 54°03'27" W	N/A	N/A
L49	103.59'	N 47°39'05" W	N/A	N/A

PARCEL	AREA (ACRES)		
	GROSS	ROW	NET
1	29.7	0.0	29.7
4	121.7	0.0	121.7
5	0.1	0.0	0.1
6	162.4	0.0	162.4
7	2.3	0.0	2.3
8	196.0	1.3	194.7
10	77.7	0.6	77.1
TOTAL	589.9	1.9	588.0

AREA ROUNDED TO THE NEAREST TENTH OF AN ACRE

PARCEL	PIN
1	11-29-352-001
	11-30-477-004
	11-31-200-015
	11-32-100-020
4	11-32-100-020
	11-32-200-008
5	11-32-100-002
6	11-32-328-004
	11-32-200-005
	11-32-328-007
	11-32-426-009
	11-33-300-007
7	11-32-426-004
8	11-32-426-006
	11-33-300-003
	11-33-400-008
	14-04-100-001
	14-04-200-012
	14-05-200-028
	14-05-200-041
10	14-04-100-011
	14-04-100-012
	14-04-100-022
	14-04-100-023
	14-04-100-024
	14-04-100-026
	14-04-100-030
	14-04-100-032
	14-04-200-004

CURVE	MEASURED				RECORD
	LENGTH	RADIUS	CHORD BEARING	DELTA	
C4	194.73'	2989.79'	N 56°04'39" W	3°43'54"	194.86'
C5	488.96'	1584.16'	S 55°25'15" E	2°25'06"	N/A
C6	277.79'	1268.16'	S 54°55'05" E	1°24'45"	N/A

**LEGEND**

- ANNEXATION BOUNDARY LINE (Heavy Solid Line)
- ADJACENT LOT/ PROPERTY LINE (Solid Line)
- EXISTING SUGAR GROVE CORPORATE LIMITS (Solid Line)
- CENTERLINE (Single Dashed Lines)
- QUARTER SECTION LINE (Double Dashed Lines)
- SECTION LINE (Triple Dashed Lines)
- DEED OR RECORD DATA, ALL OTHER DIMENSIONS ARE MEASURED
- SECTION CORNER OR QUARTER SECTION CORNER

**SURVEYOR'S CERTIFICATE**

STATE OF ILLINOIS) SS.  
COUNTY OF DU PAGE)  
THIS IS TO CERTIFY THAT I, PETER A. BLAESER, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THIS PLAT FOR THE PURPOSE OF ANNEXATION TO THE VILLAGE OF SUGAR GROVE.  
GIVEN UNDER MY HAND AND SEAL THIS 26TH DAY OF SEPTEMBER, A.D., 2013.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3072  
MY REGISTRATION EXPIRES ON NOVEMBER 30, 2014  
PROFESSIONAL DESIGN FIRM LICENSE NUMBER 184-002937  
EXPIRES APRIL 30, 2015

PREPARED BY:  
**CEMCON, Ltd.**  
Consulting Engineers, Land Surveyors & Planners  
2280 White Oak Circle, Suite 100  
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DISC NO.: 456210 FILE NAME: ANNEX1  
DRAWN BY: KOA FLD. BK. / PG. NO.: N/A  
COMPLETION DATE: 10-31-13 JOB NO.: 456.210

# PLAT OF ANNEXATION TO THE VILLAGE OF SUGAR GROVE

BEING A PART OF SECTIONS 31, 32 AND 33 IN BLACKBERRY TOWNSHIP AND  
SECTIONS 4 AND 5 IN SUGAR GROVE TOWNSHIP, KANE COUNTY, ILLINOIS.



500 250 0 500  
SCALE: 1" = 500'

LINE	MEASURED		RECORD	
	LENGTH	BEARING	LENGTH	BEARING
L8	1165.88'	S 06°54'54" E	1165.95'	S 06°55'15" E
L9	711.99'	N 36°34'45" W	712.02'	N 36°35'25" W
L10	349.58'	N 30°40'15" W	349.97'	N 30°41'55" W
L11	102.38'	N 37°47'45" W	102.08'	N 37°48'25" W
L17	162.28'	S 89°19'42" W	161.28'	S 89°19'26" W
L18	371.45'	N 54°12'42" W	372.20'	N 54°13'45" W
L19	490.70'	N 57°56'37" W	N/A	N 57°58'47" W
L20	877.13'	N 68°34'48" W	876.97'	N 68°36'48" W
L21	248.24'	N 21°15'29" W	246.07'	N 21°25'46" W
L22	826.04'	N 09°35'15" W	828.42'	N 09°35'13" W
L26	221.53'	N 03°07'45" W	221.76'	N 04°08'43" W
L27	937.22'	S 89°19'42" W	938.03'	S 88°15'15" W
L28	247.08'	S 89°07'36" E	247.08'	N 88°02'38" E
L29	612.90'	S 56°41'45" E	612.98'	S 57°45'58" E
L30	56.17'	S 54°03'27" E	56.0'	S 55°09'08" E
L31	471.87'	N 35°54'08" E	472.01'	N 34°50'01" E
L32	66.35'	N 89°02'23" E	66.12'	N 87°59'00" E
L33	215.10'	N 89°41'51" E	215.10'	N 88°37' E
L34	404.25'	S 08°50'33" E	404.5'	S 09°54' E
L35	229.34'	S 89°46'31" W	228.93'	S 88°37' W
L36	391.78'	N 00°08'30" W	N/A	N/A
L37	540.27'	S 89°51'30" W	N/A	N/A
L38	224.41'	S 38°46'21" W	N/A	N/A
L39	267.31'	N 51°13'39" W	N/A	N/A
L40	89.40'	S 38°46'21" W	N/A	N/A
L41	192.43'	S 06°59'05" W	N/A	N/A
L42	165.89'	S 51°12'59" E	N/A	N/A
L45	441.01'	N 33°54'49" E	N/A	N/A
L46	573.32'	S 52°48'19" E	N/A	N/A
L47	440.04'	S 33°54'49" W	N/A	N/A
L48	470.21'	N 54°03'27" W	N/A	N/A
L49	103.59'	N 47°39'05" W	N/A	N/A

PARCEL	AREA SUMMARY		
	GROSS	ROW	NET
1	29.7	0.0	29.7
4	121.7	0.0	121.7
5	0.1	0.0	0.1
6	162.4	0.0	162.4
7	2.3	0.0	2.3
8	196.0	1.3	194.7
10	77.7	0.6	77.1
TOTAL	589.9	1.9	588.0

AREA ROUNDED TO THE NEAREST TENTH OF ACRE

PARCEL	PIN
1	11-29-352-001
	11-30-477-004
	11-31-200-015
	11-32-100-020
4	11-32-100-020
	11-32-200-008
	11-33-100-002
5	11-32-328-004
6	11-32-200-005
	11-32-328-007
	11-32-426-009
	11-33-300-007
7	11-32-426-004
8	11-32-426-006
	11-33-300-003
	11-33-400-008
	14-04-100-001
	14-04-200-012
	14-05-200-028
	14-05-200-041
10	14-04-100-011
	14-04-100-012
	14-04-100-022
	14-04-100-023
	14-04-100-024
	14-04-100-026
	14-04-100-028
	14-04-100-030
	14-04-100-032
	14-04-200-004

CURVE	MEASURED				RECORD
	LENGTH	RADIUS	CHORD BEARING	DELTA	
C4	194.73'	2989.79'	N 56°04'39" W	3°43'54"	194.86'
C5	488.96'	11584.16'	S 55°25'15" E	2°25'06"	N/A
C6	277.79'	11268.16'	S 54°55'05" E	1°24'45"	N/A

**LEGEND**

- ANNEXATION BOUNDARY LINE (Heavy Solid Line)
- ADJACENT LOT/ PROPERTY LINE (Solid Line)
- EXISTING SUGAR GROVE CORPORATE LIMITS (Solid Line)
- CENTERLINE (Single Dashed Lines)
- QUARTER SECTION LINE (Double Dashed Lines)
- SECTION LINE (Triple Dashed Lines)
- DEED OR RECORD DATA, ALL OTHER DIMENSIONS ARE MEASURED
- SECTION CORNER OR QUARTER SECTION CORNER

### SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS) SS.  
COUNTY OF DU PAGE)

THIS IS TO CERTIFY THAT I, PETER A. BLAESER, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THIS PLAT FOR THE PURPOSE OF ANNEXATION TO THE VILLAGE OF SUGAR GROVE.

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DISC NO.: 456210 FILE NAME: ANNEX1  
DRAWN BY: KOA FLD. BK. / PG. NO.: N/A  
COMPLETION DATE: 10-31-13 JOB NO.: 456.210

PARCEL DESCRIPTIONS

PARCEL 1: THAT PART OF SECTION 29, 30, 31 AND 32 TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE NORTH 80 DEGREES, 31 MINUTES, 14 SECONDS EAST 220.20 FEET TO AN EXISTING LIMESTONE MONUMENT; THENCE NORTH 86 DEGREES, 54 MINUTES, 14 SECONDS EAST 1463.91 FEET TO AN EXISTING IRON PIPE STAKE; THENCE NORTH 86 DEGREES, 54 MINUTES, 14 SECONDS EAST ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE 175.00 FEET; THENCE SOUTH 77 DEGREES, 24 MINUTES, 27 SECONDS EAST 265.54 FEET TO AN EXISTING CROSS CUT ON THE CENTER OF A CONCRETE BRIDGE OVER BLACKBERRY CREEK FOR A POINT OF BEGINNING; THENCE SOUTH 86 DEGREES, 55 MINUTES, 14 SECONDS EAST ALONG THE CENTER LINE OF SEAVEY ROAD 1908.39 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND KNOWN AS PARCEL EB- 28.2 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY PROCEEDINGS OUTLINED IN CASE NO. 71-ED-7077 IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS; THENCE SOUTH 06 DEGREES, 55 MINUTES, 15 SECONDS EAST ALONG THE WESTERLY LINE OF SAID TRACT 1165.95 FEET TO THE SOUTHWESTERLY CORNER OF SAID TRACT; THENCE SOUTH 83 DEGREES, 23 MINUTES, 39 SECONDS WEST ALONG A NORTHERLY LINE OF A TRACT OF LAND KNOWN AS PARCEL EB-28A ALSO ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY UNDER CASE NO. 71-ED-7077, AFOREMENTIONED, 669.96 FEET TO AN ANGLE IN SAID NORTHERLY LINE; THENCE NORTH 62 DEGREES, 24 MINUTES, 45 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT 845.31 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE, THENCE NORTH 36 DEGREES, 35 MINUTES, 25 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 712.02 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 30 DEGREES, 41 MINUTES, 55 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 349.97 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 37 DEGREES, 48 MINUTES, 25 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 102.08 FEET TO A LINE DRAWN NORTH 77 DEGREES, 24 MINUTES, 27 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 77 DEGREES, 24 MINUTES, 27 SECONDS EAST ALONG SAID LINE 35.13 FEET TO THE POINT OF BEGINNING, EXCEPT THE NORTH 300 FEET THEREOF, IN BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL DESCRIPTIONS (CONT'D)

PARCEL 4: THAT PART OF THE NORTH HALF OF SECTION 32 AND PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE SOUTH 89 DEGREES, 19 MINUTES, 26 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER 94.40 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES, 19 MINUTES, 26 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER 161.28 FEET TO THE SOUTHEASTERLY CORNER OF A TRACT OF LAND KNOWN AS PARCEL EB-28B ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY PROCEEDINGS OUTLINED IN CASE NO. 71-ED-7077 IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS; THENCE NORTH 54 DEGREES, 13 MINUTES, 45 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, 372.20 FEET TO A POINT OF CURVATURE IN SAID NORTHEASTERLY LINE; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE BEING ON A CURVE TO THE LEFT HAVING A RADIUS OF 2989.79 FEET AND WHOSE TANGENT LINE BEARS NORTH 54 DEGREES, 14 MINUTES, 43 SECONDS WEST FROM THE LAST DESCRIBED POINT AN ARC DISTANCE OF 194.86 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 57 DEGREES, 58 MINUTES, 47 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 490.70 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 68 DEGREES, 36 MINUTES, 48 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 876.97 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 65 DEGREES, 45 MINUTES, 51 SECONDS WEST 1246.86 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE NORTH 79 DEGREES, 18 MINUTES, 31 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 409.64 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND KNOWN AS PARCEL EB-28. 3 ALSO ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY UNDER CASE NO. 71-ED- 7077, AFOREMENTIONED; THENCE NORTH 21 DEGREES, 25 MINUTES, 46 SECONDS WEST ALONG THE EASTERLY LINE OF SAID PARCEL EB- 28. 3, A DISTANCE OF 246.07 FEET TO AN ANGLE IN SAID EASTERLY LINE; THENCE NORTH 09 DEGREES, 35 MINUTES, 13 SECONDS WEST ALONG SAID EASTERLY LINE 828.42 FEET TO THE CENTER LINE OF SEAVEY ROAD; THENCE SOUTH 85 DEGREES, 18 MINUTES, 20 SECONDS EAST ALONG SAID CENTER LINE 2588.97 FEET TO AN EXISTING IRON PIPE STAKE AT AN ANGLE IN SAID CENTER LINE; THENCE SOUTH 84 DEGREES, 45 MINUTES, 32 SECONDS EAST ALONG SAID CENTER LINE 1902.50 FEET TO AN EXISTING IRON PIPE STAKE AT AN ANGLE IN SAID CENTER LINE; THENCE SOUTH 61 DEGREES, 31 MINUTES, 32 SECONDS EAST ALONG SAID CENTER LINE 274.10 FEET; THENCE SOUTH 28 DEGREES, 20 MINUTES, 58 SECONDS WEST 2297.15 FEET TO THE POINT OF BEGINNING, EXCEPT THE NORTH 300 FEET THEREOF, IN BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL 5: THAT PART LYING EASTERLY OF A LINE DRAWN PARALLEL WITH AND 90 FEET NORMAL DISTANT EASTERLY OF THE CENTER LINE OF ILLINOIS STATE ROUTE 47 OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID SOUTHWEST QUARTER, 16.90 CHAINS EAST OF THE NORTHWEST CORNER THEREOF, THENCE EAST ALONG SAID NORTH LINE TO THE WESTERLY LINE OF A TRACT OF LAND CONVEYED TO HORACE MASON BY DEED DATED OCTOBER 17, 1844 AND RECORDED APRIL 24, 1848 IN BOOK 10, PAGE 487; THENCE SOUTH 40 DEGREES EAST ALONG SAID WESTERLY LINE 13.83 CHAINS TO THE NORTHERLY LINE OF A TRACT OF LAND CONVEYED TO HARRY WHITE BY DEED DATED NOVEMBER 8, 1844 AND RECORDED DECEMBER 21, 1849 IN BOOK 16, PAGE 56; THENCE SOUTH 68 DEGREES WEST ALONG SAID NORTHERLY LINE 14.80 CHAINS; THENCE WESTERLY ALONG SAID NORTHERLY LINE TO A POINT IN THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32 AFORESAID, 15.78 CHAINS SOUTH OF THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE WEST 1.58 CHAINS; THENCE NORTH THREE AND THREE QUARTERS DEGREES WEST 15.88 CHAINS TO THE POINT OF BEGINNING IN THE TOWNSHIP OF BLACKBERRY, KANE COUNTY, ILLINOIS.

PARCEL 6: THAT PART OF SECTION 32 AND PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER 580.80 FEET TO THE CENTER LINE OF A ROAD; THENCE NORTH 87 DEGREES, 59 MINUTES, 00 SECONDS EAST ALONG SAID CENTER LINE 625.20 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 47; THENCE CONTINUING NORTH 87 DEGREES, 59 MINUTES, 00 SECONDS EAST 63.08 FEET TO THE EASTERLY LINE OF SAID STATE ROUTE AS ESTABLISHED BY DOCUMENT 1172075 FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 87 DEGREES, 59 MINUTES, 00 SECONDS EAST 66.12 FEET TO A POINT THAT IS 129.20 FEET NORTH 87 DEGREES, 59 MINUTES, 00 SECONDS EAST OF THE CENTER LINE OF SAID STATE ROUTE; THENCE NORTH 88 DEGREES, 37 MINUTES, 00 SECONDS EAST 4105.25 FEET TO THE SOUTHWESTERLY LINE OF PARCEL EB-31, BEING PART OF PREMISES ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY CONDEMNATION PROCEEDINGS HELD IN THE CIRCUIT COURT OF KANE COUNTY AND KNOWN AS CASE NO. 71-ED-7447; THENCE NORTH 55 DEGREES, 17 MINUTES, 41 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE 1439.12 FEET TO AN ANGLE IN SAID SOUTHWESTERLY LINE; THENCE NORTH 60 DEGREES, 02 MINUTES, 46 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE 301.10 FEET TO AN ANGLE IN SAID SOUTHWESTERLY LINE; THENCE NORTH 52 DEGREES, 25 MINUTES, 58 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE 500.73 FEET TO AN ANGLE IN SAID SOUTHWESTERLY LINE; THENCE NORTH 55 DEGREES, 17 MINUTES, 41 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE 1314.01 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE SOUTH 88 DEGREES, 15 MINUTES, 15 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER 938.03 FEET TO A POINT THAT IS 995.45 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 04 DEGREES, 08 MINUTES, 43 SECONDS WEST 221.76 FEET TO A MONUMENTAL STONE; THENCE SOUTH 84 DEGREES, 15 MINUTES, 40 SECONDS WEST 1502.24 FEET TO THE NORTHEAST CORNER OF PARCEL EB-31, 1. BEING PART OF SAID ILLINOIS STATE TOLL HIGHWAY PREMISES; THENCE SOUTH 19 DEGREES, 39 MINUTES, 49 SECONDS EAST ALONG THE EASTERLY LINE OF SAID PARCEL 447.36 FEET TO THE SOUTHERLY CORNER THEREOF; THENCE SOUTH 41 DEGREES 08 MINUTES 37 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID STATE ROUTE 100.38 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE SOUTH 35 DEGREES, 25 MINUTES, 34 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID STATE ROUTE 72.39 FEET TO THE WESTERLY LINE OF A TRACT OF LAND CONVEYED TO HORACE MASON BY DEED RECORDED APRIL 24, 1848 IN BOOK 10 AT PAGE 487; THENCE SOUTH 39 DEGREES, 38 MINUTES, 22 SECONDS EAST ALONG SAID WESTERLY LINE 328.87 FEET TO A STONE ON THE SOUTHEASTERLY LINE EXTENDED OF LOT 13 IN MARIAN WOODS, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 7, BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS; THENCE SOUTH 66 DEGREES, 02 MINUTES, 22 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE EXTENDED 24.63 FEET TO THE EASTERLY LINE OF SAID STATE ROUTE; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID STATE ROUTE AS ESTABLISHED BY DOCUMENT 1172075, A DISTANCE OF 1550.42 FEET TO THE POINT OF BEGINNING, IN BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL DESCRIPTIONS (CONT'D)

PARCEL 7: THAT PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER 580.8 FEET TO THE CENTER LINE OF A GRAVEL ROAD; THENCE NORTH 87 DEGREES 59 MINUTES EAST ALONG SAID CENTER LINE, 625.2 FEET TO THE CENTER LINE OF STATE HIGHWAY NO. 47 FOR THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 59 MINUTES EAST 129.2 FEET; THENCE NORTH 88 DEGREES 37 MINUTES EAST 215.1 FEET; THENCE SOUTH 09 DEGREES 54 MINUTES EAST 404.5 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES WEST 290.6 FEET TO THE CENTER LINE OF SAID STATE HIGHWAY NO. 47; THENCE NORTHERLY ALONG SAID CENTER LINE 414.8 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART LYING WESTERLY OF A LINE DRAWN 60 FEET EASTERLY OF AND RADIIALLY DISTANT FROM THE CENTER LINE OF F.A. ROUTE 47), IN TOWNSHIP OF BLACKBERRY, KANE COUNTY, ILLINOIS.

PARCEL 8: THAT PART OF THE NORTH HALF OF SECTION 4, AND PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHEAST QUARTER OF SECTION 32 AND PART OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LAKEWOOD SUBDIVISION, BLACKBERRY AND SUGAR GROVE TOWNSHIPS, KANE COUNTY, ILLINOIS; THENCE NORTH 87 DEGREES 59 MINUTES 00 SECONDS EAST 129.20 FEET TO AN ANGLE POINT IN THE CENTER LINE OF A FORMER GRAVEL ROAD (NOW ABANDONED); THENCE NORTH 88 DEGREES 37 MINUTES 00 SECONDS EAST 215.10 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 09 DEGREES 54 MINUTES 00 SECONDS EAST 404.50 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 00 SECONDS WEST 228.93 FEET TO THE EASTERLY LINE OF ILLINOIS STATE ROUTE NO. 47 AS ESTABLISHED BY PROCEEDINGS OF THE CIRCUIT COURT OF THE 16TH JUDICIAL CIRCUIT, KANE COUNTY, ILLINOIS, AND KNOWN AS CASE 70 ED 7738; THENCE SOUTHERLY ALONG SAID EASTERLY LINE 1363.04 FEET TO THE SOUTH LINE EXTENDED WESTERLY OF UNIT NO. 1 - OAKCREST, SUGAR GROVE TOWNSHIP, KANE COUNTY, ILLINOIS; THENCE NORTH 88 DEGREES 02 MINUTES 38 SECONDS EAST ALONG SAID SOUTHERLY LINE EXTENDED 585.70 FEET TO THE SOUTHWEST CORNER OF SAID UNIT NO. 1; THENCE NORTH 34 DEGREES 50 MINUTES 01 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID UNIT 1, 472.01 FEET TO THE CENTER LINE OF MERRILL ROAD; THENCE SOUTH 55 DEGREES, 09 MINUTES 08 SECONDS EAST ALONG SAID CENTER LINE 56.0 FEET TO AN ANGLE IN SAID MERRILL ROAD CENTER LINE; THENCE SOUTH 57 DEGREES 45 MINUTES 58 SECONDS EAST ALONG SAID CENTER LINE 612.98 FEET TO THE SOUTHEAST CORNER OF SAID UNIT NO. 1, BEING ALSO ON THE NORTH LINE OF A TRACT OF LAND CONVEYED TO PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS BY DOCUMENT 714344; THENCE NORTH 88 DEGREES 02 MINUTES 38 SECONDS EAST ALONG THE NORTH LINE OF SAID PUBLIC SERVICE COMPANY (NOW COMMONWEALTH EDISON COMPANY) TRACT, 247.08 FEET TO AN ANGLE IN SAID NORTH LINE; THENCE NORTH 88 DEGREES 36 MINUTES 00 SECONDS EAST ALONG SAID NORTH LINE 4712.94 FEET TO THE SOUTHWESTERLY LINE OF PARCEL E-8-33 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE 2960.71 FEET TO A LINE DRAWN NORTH 88 DEGREES 37 MINUTES 00 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 37 MINUTES 00 SECONDS WEST 3890.15 FEET TO THE POINT OF BEGINNING, IN SUGAR GROVE AND BLACKBERRY TOWNSHIPS, KANE COUNTY, ILLINOIS, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LAKEWOOD SUBDIVISION, BLACKBERRY AND SUGAR GROVE TOWNSHIPS, KANE COUNTY, ILLINOIS; THENCE EASTERLY, 129.20 FEET TO AN ANGLE POINT IN THE CENTER LINE OF A FORMER GRAVEL ROAD (NOW ABANDONED); THENCE NORTH 89 DEGREES 41 MINUTES 51 SECONDS EAST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 215.10 FEET; THENCE SOUTH 08 DEGREES 50 MINUTES 33 SECONDS EAST 404.25 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 31 SECONDS WEST 229.34 FEET TO THE EASTERLY LINE OF ILLINOIS STATE ROUTE NO. 47 AS ESTABLISHED BY PROCEEDINGS OF THE CIRCUIT COURT OF THE 16TH JUDICIAL CIRCUIT, KANE COUNTY, ILLINOIS, AND KNOWN AS CASE 70 ED 7738; THENCE SOUTHERLY, 265.47 FEET ALONG SAID EASTERLY LINE, BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 3879.83 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 10 DEGREES 59 MINUTES 30 SECONDS EAST TO AN ANGLE POINT IN SAID EASTERLY LINE; THENCE SOUTH 15 DEGREES 56 MINUTES 15 SECONDS EAST, 76.93 TO AN ANGLE POINT IN SAID EASTERLY LINE; THENCE SOUTHERLY, 45.24 FEET ALONG SAID EASTERLY LINE, BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 3889.83 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 07 DEGREES 34 MINUTES 24 SECONDS EAST TO THE CENTERLINE OF MERRILL ROAD, AS STAKED; THENCE SOUTH 89 DEGREES 47 MINUTES 48 SECONDS EAST, 137.50 FEET ALONG SAID CENTERLINE AS STAKED; THENCE SOUTH 47 DEGREES 39 MINUTES 05 SECONDS EAST, 270.56 FEET ALONG SAID CENTERLINE OF MERRILL ROAD, AS STAKED TO THE POINT OF BEGINNING; THENCE NORTH 33 DEGREES 54 MINUTES 49 SECONDS EAST, 441.01 FEET; THENCE SOUTH 52 DEGREES 48 MINUTES 19 SECONDS EAST, 573.32 FEET; THENCE SOUTH 33 DEGREES 54 MINUTES 49 SECONDS WEST, 440.04 FEET TO THE SAID CENTERLINE OF MERRILL ROAD, AS STAKED; THENCE NORTH 54 DEGREES 03 MINUTES 27 SECONDS WEST, 470.21 FEET ALONG SAID CENTERLINE OF MERRILL ROAD, AS STAKED; THENCE NORTH 47 DEGREES 39 MINUTES 05 SECONDS WEST, 103.59 FEET ALONG SAID CENTERLINE TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PARCEL DESCRIPTIONS (CONT'D)

PARCEL 10: THAT PART OF THE NORTH HALF OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID NORTH HALF; THENCE SOUTH 89 DEGREES 07 MINUTES 36 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 99.46 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP AND RANGE AFORESAID TO A POINT IN MERRILL ROAD; THENCE SOUTH 51 DEGREES 13 MINUTES 39 SECONDS EAST, 483.0 FEET ALONG MERRILL ROAD TO THE POINT OF BEGINNING; THENCE NORTH 38 DEGREES 47 MINUTES 01 SECONDS EAST 393.71 FEET ALONG THE NORTHWESTERLY LINE OF PROPERTY DESCRIBED IN TRUSTEE'S DEED RECORDED AS DOCUMENT 1984791 TO THE NORTH LINE OF THE SOUTH HALF OF SAID NORTH HALF; THENCE NORTH 89 DEGREES 40 MINUTES 50 SECONDS EAST, 3036.76 FEET ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID NORTH HALF TO THE NORTHEAST CORNER OF THE WEST 13.26 CHAINS, AS OCCUPIED, OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 00 DEGREES 30 MINUTES 10 SECONDS EAST, 1322.63 FEET ALONG THE EAST LINE, AS OCCUPIED, OF SAID WEST 13.26 CHAINS TO THE SOUTHEAST CORNER OF SAID WEST 13.26 CHAINS; THENCE SOUTH 89 DEGREES 51 MINUTES 30 SECONDS WEST, 2045.24 FEET ALONG THE SOUTH LINE, AS MONUMENTED, OF SAID NORTH HALF TO A POINT IN MERRILL ROAD; THENCE NORTH 51 DEGREES 13 MINUTES 39 SECONDS WEST, 1602.92 FEET ALONG MERRILL ROAD TO THE POINT OF BEGINNING, IN SUGAR GROVE TOWNSHIP, KANE COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING TWO TRACTS OF REAL ESTATE:

THAT PART OF THE NORTH HALF OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID NORTH HALF; THENCE SOUTH 89 DEGREES 07 MINUTES 36 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 99.46 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP AND RANGE AFORESAID TO A POINT IN MERRILL ROAD; THENCE SOUTH 51 DEGREES 13 MINUTES 39 SECONDS EAST, 483.0 FEET ALONG MERRILL ROAD TO THE POINT OF BEGINNING; THENCE NORTH 38 DEGREES 47 MINUTES 01 SECONDS EAST, 253.00 FEET ALONG THE NORTHWESTERLY LINE OF PROPERTY DESCRIBED IN TRUSTEE'S DEED RECORDED AS DOCUMENT 1984791; THENCE SOUTH 51 DEGREES 12 MINUTES 59 SECONDS EAST, 165.89 FEET; THENCE SOUTH 06 DEGREES 59 MINUTES 05 SECONDS WEST, 192.43 FEET; THENCE SOUTH 38 DEGREES 46 MINUTES 21 SECONDS WEST, 89.40 FEET TO A POINT IN MERRILL ROAD; THENCE NORTH 51 DEGREES 13 MINUTES 39 SECONDS WEST, 267.31 FEET ALONG MERRILL ROAD TO THE POINT OF BEGINNING, IN SUGAR GROVE TOWNSHIP, KANE COUNTY, ILLINOIS, AND ALSO,

THAT PART OF THE NORTH HALF OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 89 DEGREES 51 MINUTES 30 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 1156.98 FEET ALONG THE NORTH LINE OF SAID QUARTER SECTION, AS MONUMENTED, TO THE CENTER LINE OF MERRILL ROAD, AS IT EXISTED IN 1936; THENCE NORTH 89 DEGREES 51 MINUTES 30 SECONDS EAST, 424.22 FEET ALONG THE NORTH LINE OF SAID QUARTER SECTION, AS MONUMENTED, TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 08 MINUTES 30 SECONDS WEST, 391.78 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 30 SECONDS WEST, 540.27 FEET; THENCE SOUTH 38 DEGREES 46 MINUTES 21 SECONDS WEST, 224.41 FEET TO A POINT IN MERRILL ROAD; THENCE SOUTH 51 DEGREES 13 MINUTES 39 SECONDS EAST, 345.72 FEET ALONG MERRILL ROAD TO THE AFOREMENTIONED NORTH LINE OF SAID QUARTER SECTION; THENCE NORTH 89 DEGREES 51 MINUTES 30 SECONDS EAST, 412.23 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, IN SUGAR GROVE TOWNSHIP, KANE COUNTY, ILLINOIS.

PREPARED BY:



CEMCON, Ltd.

Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 456210 FILE NAME: ANNE1
DRAWN BY: KOA FLD. BK. / PG. NO: N/A
COMPLETION DATE: 10-31-13 JOB NO.: 456210

Plot File Created: 10/31/13 - 11:56 by kyle

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** RICH YOUNG, COMMUNITY DEVELOPMENT DIRECTOR  
MIKE FERENCAK, VILLAGE PLANNER  
**SUBJECT:** ORDINANCE: AUTHORIZING ANNEXATION AGREEMENT FOR  
CROWN PROPERTY AND ANNEXATION OF FIRST PHASE  
**AGENDA:** DECEMBER 3, 2013 REGULAR VILLAGE BOARD MEETING  
**DATE:** NOVEMBER 27, 2013

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**ISSUE**

Shall the Village Board approve of an Ordinance Authorizing Execution of the Annexation Agreement for property owned by Sugar Grove LLC (aka Crown Property) near Interstate 88 and State Route 47, as well as an Ordinance Annexing Territory.

**DISCUSSION**

This item was previously discussed at the September 17, 2013 Committee of the Whole meeting. A public hearing for the annexation agreement was held at the October 1, 2013 meeting. There was no public comment.

With the ongoing effort for the approval and funding of a full interchange at Interstate 88 and State Route 47, the Village is prepared to annex much of the property surrounding the interchange.

The annexation agreement would include all 791.9 acres owned by Sugar Grove LLC, which is contiguous to the Village by way of Hannaford Farm subdivision. The current use of the property is agricultural (plants, not animal husbandry). There are also two clusters of structures on the property. These uses would be allowed to continue upon and after annexation until such time that an Annexation Agreement Amendment is approved by the Village.

In addition, no new uses would be allowed nor would development be allowed to commence until such time that an Annexation Agreement Amendment and Planned Unit Development ordinance is approved by the Village. At that time other approvals such as Preliminary Plat and Rezoning would also take place.

The property would be annexed in two phases (see attached colored map). The first phase would include 589.9 acres and would be annexed tonight. The property would be

automatically zoned E-1 Estate Residential District upon annexation per the Sugar Grove Zoning Ordinance and this is consistent with the request from Crown.

The second phase would include 202.0 acres and would be annexed at the time of future Planned Unit Development approvals. The phased annexation is proposed to provide for a controlled expansion of Village territory and service provision. There is also a portion of land located northeast of Interstate 88 that is not technically contiguous to the rest of the property at this time.

## **ATTACHMENTS**

1. Plat of Annexation (Highlighted)
2. Ordinance Authorizing Execution of an Annexation Agreement
3. Annexation Agreement
4. Ordinance Annexing Territory
5. Plat of Annexation

## **COSTS**

There have been Village Attorney costs associated with this project that the Village will pay for.

## **RECOMMENDATION**

That the Village Board approve of an Ordinance Authorizing Execution of an Annexation Agreement for the Crown Property (791.9 acres) and an Ordinance Annexing Territory (589.9 acres). These will be subject to attorney review.

FAP Route 326  
Illinois Route 47  
Kane County  
Job No.: P-91-015-14  
Agreement No.: JN-114-502

## AGREEMENT

This agreement entered into this \_\_\_\_ day of \_\_\_\_\_, A.D., 2013, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the VILLAGE OF SUGAR GROVE, of the State of Illinois, hereinafter called the VILLAGE.

### WITNESSETH:

WHEREAS, the STATE and the VILLAGE, in order to facilitate the free flow of traffic and ensure safety to the motoring public, are desirous of improving Illinois Route 47 at Interstate Route 88 (Ronald Reagan Memorial Tollway) ( FAP Route 326, State Job No.: P-91-015-14) hereinafter referred to as the PROJECT; and

WHEREAS, the STATE and the VILLAGE are desirous of completing Preliminary Engineering (Phase I) to facilitate the free flow of traffic and insure safety to the motoring public of the PROJECT; and

WHEREAS, the STATE and the VILLAGE has sent a Letter of Intent dated July 2, 2013, attached hereto as Exhibit A, which specifies the PROJECT responsibilities for the STATE and the VILLAGE; and

WHEREAS, the STATE has agreed to participate in its share of costs associated with the PROJECT as defined in Exhibit A; and

WHEREAS, the STATE agrees to advance \$735,000 of the STATE's financial participation for the PROJECT to pay for a portion of the Preliminary Engineering (Phase 1) associated with the PROJECT; and

WHEREAS, the STATE and the VILLAGE are desirous of said PROJECT in that same will be of immediate benefit to the VILLAGE residents;

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

1. The VILLAGE agrees, subject to concurrence by the STATE, to secure a qualified consultant, and enter into a professional service contract with said consultant, to provide or cause to be provided, the Preliminary Engineering (Phase 1) for a complete Combined Design Study as outlined in the STATE's "Bureau of Design and Environment Manual." In the event that the costs of the Preliminary Engineering (Phase I) exceeds \$735,000, the VILLAGE shall notify the STATE in writing. The STATE then has the option to increase its funding to provide for 100% of all costs associated with completing the Preliminary Engineering (Phase I). Upon approval of the STATE of the increase in funding, the STATE shall reimburse the VILLAGE for 100% of all costs associated with the completion of the Preliminary Engineering (Phase I). In the event the STATE elects not to increase funding, then the obligations of both the STATE and the VILLAGE shall be considered terminated and the VILLAGE is under no obligation to complete the Preliminary Engineering (Phase I). In the event of termination described herein, the VILLAGE shall not be obligated to reimburse the STATE for any funds expended on the Preliminary Engineering (Phase I) up to and through the date of termination, but shall return any unused portions of funds advanced by the STATE to the VILLAGE.

2. The VILLAGE also agrees to pay, or provide for the payment of the entire cost of preliminary engineering subject to reimbursement by the STATE as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost of Preliminary Engineering (Phase I) is \$735,000.00.
4. The STATE agrees to reimburse the VILLAGE, \$735,000.00 for the costs associated with the Preliminary Engineering (Phase I) or such additional amount as provided for in paragraph 1 hereof.
5. It is mutually agreed between the STATE and the VILLAGE that the \$735,000.00 STATE reimbursement for the Preliminary Engineering (Phase I) as covered under this AGREEMENT shall be considered as part of the STATE's maximum financial commitment for the PROJECT of \$4,925,000.00 as defined in Exhibit A of this AGREEMENT. The STATE's remaining \$4,190,000.00 of financial commitment for the PROJECT will be reimbursed to the VILLAGE via separate documents in the future. Until such additional agreements are executed, the Village's sole obligation under this agreement and the Letter of Intent dated July 2<sup>nd</sup> 2013 (Exhibit A) is to fulfill the terms hereof. Until additional agreements are negotiated, agreed to and executed between the parties hereto, no additional obligations of the LOI are binding on the Village.
6. Upon proof of retention of a qualified consultant, receipt of the first and subsequent progress payments made to the qualified consultant and receipt of an invoice from the VILLAGE, the STATE will reimburse the VILLAGE for the amount invoiced until the entire obligation incurred under this AGREEMENT has been fulfilled. The STATE reserves the right to approve any additional costs above the estimated \$735,000.00 prior

to the VILLAGE expending said additional costs. Any State approved additional costs shall be considered as part of the STATE's maximum financial commitment for the PROJECT of \$4,925,000.00.

7. The VILLAGE shall maintain, for a minimum of three years after the completion of the Project, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the Project shall be available for review and audit by the Auditor General and other STATE Auditors, and the VILLAGE agrees to cooperate fully with any audit conducted by the Auditor General and other STATE Auditors, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
8. The VILLAGE agrees to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and non-discrimination regulations required by the STATE.
9. All work which is financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.
10. The VILLAGE, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The VILLAGE shall carry out applicable requirements of 49 CFR, Part 26, in the award and administration of

STATE assisted contracts. Failure by the VILLAGE to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the STATE deems appropriate.

11. It is the intent of the State that all or a portion of the costs of this project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State. This provision in no way constitutes an obligation of the Department to use any particular funding or to confer a contractual or other right to demand that any particular funding be used.

Obligations of the STATE will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the Preliminary Engineering (Phase 1) contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

VILLAGE OF SUGAR GROVE

Attest:  
\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
(Print)

Date: \_\_\_\_\_

(SEAL)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
Print or Type

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Ann L. Schneider  
Secretary of Transportation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Omer A. Osman  
Director of Highways/Chief Engineer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Tony Small  
Acting Director - Finance & Administration

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Michael A. Forti  
Chief Counsel

Date: \_\_\_\_\_

**TIN CERTIFICATION**

The VILLAGE certifies that:

- 1. The number shown on this form is the VILLAGE's correct taxpayer identification number ( or the VILLAGE ) is waiting for a number to be issued to them), and
- 2. The VILLAGE is not subject to backup withholding because: (a)the VILLAGE is exempt from backup withholding, or (b) the VILLAGE has not been notified by the Internal Revenue Service (IRS) that the VILLAGE is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that the VILLAGE no longer subject to back-up withholding , and
- 3. The VILLAGE's person with signatory authority for this AGREEMENT is a U. S. person (including a U.S. resident alien)

**Taxpayer Identification Number:** \_\_\_\_\_

**Legal Status**

- |   |  |
|---|--|
| <input type="checkbox"/> Individual   | <input checked="" type="checkbox"/> Government   |
| <input type="checkbox"/> Sole Proprietor  | <input type="checkbox"/> Nonresident Alien   |
| <input type="checkbox"/> Partnership/Legal Corporation  | <input type="checkbox"/> Estate or Trust   |
| <input type="checkbox"/> Tax-exempt   | <input type="checkbox"/> Pharmacy (Non Corp.)  |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services     | <input type="checkbox"/> Pharmacy/Funeral home /Cemetery                                   |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company ( select applicable tax classification) |
| <input type="checkbox"/> Other _____  | <input type="checkbox"/> D= Disregarded entity   |
|   | <input type="checkbox"/> C= Corporation  |
|   | <input type="checkbox"/> P= Partnership  |



RESOLUTION NO. 20131203PW1

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR PHASE I ENGINEERING ON THE I-88 AND IL ROUTE 47 INTERCHANGE PROJECT

WHEREAS, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to execute the Intergovernmental Agreement with the Illinois Department of Transportation for Phase I Engineering on the I-88 and IL Route 47 Interchange Project, and to execute the attached agreement;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

That attached hereto and incorporated herein by reference as Exhibit A is the Draft Intergovernmental Agreement between the Illinois Department of Transportation and the Village of Sugar Grove for the Phase I Engineering on the I-88 and IL Route 47 Interchange Project. The President and Clerk are hereby authorized to execute said agreement on behalf of the Village and to take such further actions as are necessary to fulfill the terms of said agreement.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on the 3rd day of December, 2013.

P. Sean Michels, President of the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois

ATTEST: Cynthia Galbreath, Village Clerk, Village of Sugar Grove

Table with 5 columns: Name, Aye, Nay, Absent, Abstain. Rows include Trustee Robert E. Bohler, Trustee Kevin M. Geary, Trustee Sean Herron, Trustee Mari Johnson, Trustee Rick Montalto, Trustee David Paluch, and President P. Sean Michels.

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** ANTHONY SPECIALE, DIRECTOR OF PUBLIC WORKS  
GEOFF PAYTON, STREETS & PROPERTIES SUPERVISOR  
**SUBJECT:** RESOLUTION: INTERGOVERNMENTAL AGREEMENT WITH IDOT FOR  
PHASE I ENGINEERING ON THE I-88 AND IL ROUTE 47  
INTERCHANGE PROJECT  
**AGENDA:** DECEMBER 3, 2013 REGULAR BOARD MEETING  
**DATE:** NOVEMBER 26, 2013

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**ISSUE**

Should the Village approve a resolution authorizing an Intergovernmental Agreement with the Illinois Department of Transportation Phase I engineering on the I-88 and IL Route 47 Interchange Project.

**DISCUSSION**

As previously discussed, the Village has been coordinating with IDOT in regards to cost participation towards the proposed I-88 and IL Route 47 Interchange Project. The State has agreed in principle to provide a total of \$4,925,000.00 towards the estimated delivery cost of the project including \$735,000.00 for Phase I engineering and the Village will be the lead agency for this phase. The State's remaining \$4,190,000.00 of financial commitment for the project will be reimbursed to the VILLAGE via separate documents in the future. All allocations from IDOT will be paid utilizing a reimbursement method of payment. At this time, the IGA being discussed is specific to Phase I engineering only. All future financial commitments will be covered under separate agreements, including the allocation of the remaining \$4,190,000.00 from the State. Attached is the Intergovernmental Agreement for review.

**COST**

The main costs associated approval of the IGA will be legal review of the document prior to final execution.

**RECOMMENDATION**

That the Village Board approve Resolution **#20131203PW1** authorizing the Village President to execute the Intergovernmental Agreement with IDOT for Phase I Engineering on the I-88 and IL Route 47 Interchange Project (subject to attorney review).

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** BRENT M. EICHELBERGER, VILLAGE ADMINISTRATOR  
**SUBJECT:** MID-YEAR BUDGET UPDATE  
**AGENDA:** DECEMBER 3, 2013 COMMITTEE OF THE WHOLE  
**DATE:** NOVEMBER 26, 2013

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**ISSUE**

Discussion of the mid-year budget update.

**DISCUSSION**

As of October 31, 2013, the Village was through the first half of the fiscal year. Staff has projected revenues and expenditures for the General Fund and operating revenues and operating expenses for the Waterworks and Sewerage Fund through the end of fiscal year 2013 – 2014. Staff is tracking the financial activity in the remaining funds.

The General Fund revenues are expected to exceed the fiscal year 2013 - 2014 Budget by approximately \$70,000 and expenditures are expected to be less than budget by approximately \$17,980. **This is projected to result in an \$87,980 increase in the budgeted surplus for a total projected surplus of approximately \$129,672.** The following are explanations of major revenue and expenditure differences:

Revenue Items

- 1) Utility Tax - Telecommunications (\$36,000) – lower plan prices and usage resulting in less revenue
- 2) State Sales Tax – \$110,000 - Increased sales tax receipts project an estimated increase in revenue.
- 3) Towing fees – (\$10,000) – number of towing fees collected are less than projected at six months
- 4) Building Permits - \$16,500 - revenue is \$41,568 (87.5%) as compared to budget of \$47,550 at six months and more than double the revenue as compared to last fiscal year at six months. Seventeen residential building permits have been issued this fiscal year as compared to none (0) in the last fiscal year at six months.
- 5) Court Fines – (\$10,500) Based on current collections as compared to last year court fines are projected to be less than budget

### Expense Items

- 6) All departments, medical insurance \$40,000 – insurance premium increases lower than expected.
- 7) Administration, insurance premiums \$10,000 – general liability and workmen compensation insurance rates lower than expected
- 8) All Departments – Legal Fees are at \$44,981 (36%) as compared to budget of \$121,858. Expectations are that the Village total legal costs will be approximately \$18,300 less than budgeted
- 9) Police, other professional services (\$19,320) – due to payment of interim chief
- 10) Boards & Commissions, other professional services \$4,000 – total Village survey costs less than budgeted
- 11) Streets, electricity \$4,000 – reduction based on historical average and current year-to-date expenditures
- 12) Community Development, legal, engineering and other professional services – expenditures are at \$25,500 (39%), \$7,765 (7.3%) and \$17,678 (28%) respectfully as compared to budget of \$66,000, \$105,530 and \$63,025 respectfully. The overall savings could total approximately \$65,000.

Staff projected and included 10 residential, 6 commercial, and 308 miscellaneous building permits in the fiscal year 2013-2014 budget approved by the Village Board, which we continue to track throughout the fiscal year and report on. As of November 11, 2013, 18 of the residential, 0 of the commercial, and 239 of the miscellaneous building permits have been issued.

The Waterworks and Sewerage Fund operating water and sewer sales revenue are expected to be at a breakeven to possibly a small decrease even with the seven percent (7%) increase effective May, 2013. Operating expenses at six months are \$1,435,762 (44%) as compared to budget of \$3,232,441. It is expected that there will be a overall decrease in operating expenses of approximately \$25,000, the largest piece of that decrease is projected be in personnel costs. This could result in an estimated decrease of \$25,000 in the budgeted operating deficit of (\$82,709) to an operating deficit of approximately (\$58,000). The projected operating deficit is attributable to less usage in the first six months of the fiscal year as compared to last fiscal year and a projection of less usage in the last six months of this fiscal year. All tap-on fees total \$40,346 (67%) as compared to budget of \$59,990 for the fiscal year. The Village cannot depend on these revenues on an annual basis and must continue to monitor and review the annual operating costs to self-sustain this enterprise operating fund.

An item of note is in the Infrastructure Capital Project Fund which is reflecting the local sales tax and road impact fees revenues. It is being projected that the sales tax could exceed budget by approximately \$100,000 and at six months the road impact fees are at \$65,240 (140%) of budget of \$46,660. The current impact fees represent fourteen (14) residential permits issued as compared to ten (10) budgeted permits.

**COST**

There are no costs associated with this discussion.

**RECOMMENDATION**

That the Board discuss the mid-year budget update.



## **Resolution 2013-1203MPROA**

### **Declaring Notice of Second Installment, Accrual of Interest and Adoption of Special Assessment Supplemental Bond and Procedures Act**

**WHEREAS**, the Village of Sugar Grove, Kane County, Illinois has petitioned the 16<sup>th</sup> judicial circuit for confirmation of a special assessment in the Village; and

**WHEREAS**, the court has confirmed said special assessment in the case of IN RE SPECIAL ASSESSMENT FOR THE VILLAGE OF SUGAR GROVE, A MUNICIPAL CORPORATION IN KANE COUNTY, ILLINOIS Case No: 2011 TX 183; and

**WHEREAS**, the Village seeks to utilize the provisions of 50 ILCS 460/10:

**NOW, THEREFORE**, Be It and It is Hereby Resolved by the Village Board of the Village of Sugar Grove, Kane County, Illinois, as follows:

Section 1. The Village hereby adopts the provisions of the Special Assessment Supplemental Bond and Procedures Act 50 ILCS 460/10.

Section 2. The Village hereby directs its attorneys and officers to file with the court a Notice of Second Installment and Accrual of Interest to be collected by the County Clerk in accordance with the regular tax collection schedule of the county beginning with collection in the year 2013. Interest to accrue effective August 1<sup>st</sup> 2013.

Section 3. All actions of the officers, agents and employees of the Village that are in conformity with the purposes and intent of this Declaration, whether taken before or after the adoption hereof, are hereby ratified, confirmed and adopted.

Section 4. Pursuant to 50 ILCS 460/40 the award of all contracts of construction for the Special Assessment project herein are ratified and confirmed.

Section 6. This Declaration shall be filed immediately in the office of the Village Clerk.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this 3rd day of December, 2013.

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P. Sean Michels,  
President of the Board of Trustees  
of the Village of Sugar Grove,  
Kane County, Illinois

ATTEST: \_\_\_\_\_

Cynthia L. Galbreath  
Clerk, Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Mari Johnson	___	___	___	___
Trustee Sean Herron	___	___	___	___
Trustee Rick Montalto	___	___	___	___
Trustee Robert E. Bohler	___	___	___	___
Trustee David Paluch	___	___	___	___
Trustee Kevin M. Geary	___	___	___	___



**VILLAGE OF SUGAR GROVE**

**ORDINANCE NO. 20131203S**

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**AN ORDINANCE DECLARING SURPLUS PROPERTY**

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PASSED BY THE PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS  
THIS 3RD DAY OF DECEMBER, 2013.

PUBLISHED IN PAMPHLET FORM BY AUTHORITY  
OF THE PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS  
ILLINOIS, THIS 3RD DAY OF DECEMBER, 2013.

**ORDINANCE NO. 20131203S**  
**AN ORDINANCE DECLARING SURPLUS PROPERTY**

**BE IT ORDAINED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

**WHEREAS**, the Village of Sugar Grove is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution and, pursuant to the powers granted to it under 65 ILCS 5/1-1 *et seq.*; and,

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

**SECTION ONE:**

That the corporate authorities find that it is no longer necessary or useful to, or for the best interests of the Village of Sugar Grove that the following items be retained by the Village. The following is hereby declared surplus personal property of the Village of Sugar Grove.

<b>2009 FORD Crown Vic</b>	2R3S8B12FAHP71V59X103162
<b>2008 FORD Crown Vic</b>	<b>2FAFP71V38X112724</b>
<b>2006 FORD Crown Vic</b>	<b>2FAFP71W86X100932</b>

The corporate authorities of the Village of Sugar Grove hereby authorize the sale of the aforementioned personal property. The aforementioned personal property may be advertised for sale or may be donated to a not for profit agency. In the event that any such items are not sold they may be sold by public auction or other means without advertising the sale.

**SECTION TWO: EFFECTIVE DATE**

This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois This 3rd Day of December, 2013.

\_\_\_\_\_  
P. Sean Michels, President of the Board of Trustees  
of the Village of Sugar Grove, Kane  
County, Illinois

ATTEST: \_\_\_\_\_  
Cynthia L. Galbreath, Clerk

	Aye	Nay	Absent	Abstain
Trustee Mari Johnson	___	___	___	___
Trustee Sean Herron	___	___	___	___
Trustee Rick Montalto	___	___	___	___
Trustee Robert E. Bohler	___	___	___	___
Trustee David Paluch	___	___	___	___
Trustee Kevin M. Geary	___	___	___	___

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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT MICHELS & BOARD OF TRUSTEES  
**FROM:** CYNTHIA L. GALBREATH, VILLAGE CLERK  
**SUBJECT:** ORDINANCE DECLARING SURPLUS  
**AGENDA:** DECEMBER 3, 2013 CONSENT AGENDA  
**DATE:** NOVEMBER 27, 2013

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**ISSUE**

Should the Village surplus equipment that is no longer being utilized.

**DISCUSSION**

State Statute requires that all personal property owned by the Village that is to be replaced, has outlived its useful life or is no longer necessary to conduct Village business be declared surplus prior to disposal. At this time staff is requesting broken/outdate computer equipment be declared surplus. These items are of no value and will be recycled.

At this time staff is requesting to surplus three squads that have been removed from service as they have been replaced. The cars will be sold to the highest bidder.

**COSTS**

There are no associated costs.

**RECOMMENDATION**

That the Village Board adopts Ordinance 20131203S, An Ordinance Authorizing the Disposal of Surplus Property.

## **Opaque vs. Non-Opaque**

Definition of opaque:

1. Not transparent or translucent; impenetrable to light; not allowing light to pass through
2. Not transmitting radiation, sound, heat, etc.
3. Not shining or bright; dark; dull.

As applied to a typical ground sign or wall box sign's background area this means that light may not pass through the background area, only through the lettering or logo – the part you want to see!

Examples follow next page.

Opaque:



Non-opaque:

