

# VILLAGE OF ANTIOCH

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ORDINANCE NO. 17-07-21

***AN ORDINANCE ANNEXING CERTAIN PROPERTY COMMONLY KNOWN AS  
KUNES FORD INTO THE VILLAGE OF ANTIOCH***

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ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES

OF THE

VILLAGE OF ANTIOCH, ILLINOIS

ON

July 10, 2017

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Published in pamphlet form by authority of the Village Board  
of the Village of Antioch, Lake County, Illinois,  
this 12th day of July, 2017

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LAWRENCE M. HANSON	President	MARY C. DOMINIAK	Trustee
LORI K. ROMINE	Clerk	JERRY T. JOHNSON	Trustee
ROBERT J. LONG	Attorney	JAY JOZWIAK	Trustee
		ED MACEK	Trustee
		SCOTT A. PIERCE	Trustee
		TED P. POULOS	Trustee

## **ORDINANCE NO. 17-07-21**

### **AN ORDINANCE ANNEXING and APPROVING AN ANNEXATION AGREEMENT FOR KUNES FORD**

**WHEREAS**, Kel Properties, LLC, an Illinois Limited Liability Company is the record owner of a parcel of real property commonly known as 23145 W. IL Route 173, Antioch, Illinois in unincorporated Antioch Township, which property is currently contiguous to property within the Village of Antioch, but is not currently part of the Village, and

**WHEREAS**, the subject property is legally described as set forth on Exhibit A hereto, and

**WHEREAS**, the Owners have recently submitted petitions in proper form to the Village Board of Trustees, for the annexation of the subject property, and

**WHEREAS**, the legal notice involving the petitions was duly published and notice properly given to all adjoining and abutting property owners as required by the Illinois Municipal Code and by the Antioch Municipal Code, and

**WHEREAS**, the Village Board duly convened a public hearing and a public meeting, during which evidence was presented and considered, and

**WHEREAS**, the subject property is located in an area that is commercial in nature, consistent with the Village's M-1 Limited Manufacturing District, which is the only district in the Village's Zoning Ordinance where automobile sales are a permitted use and

**WHEREAS**, the Petitioners seek to annex their property and have it designated as being within the Village's M-1 Limited Manufacturing District, consistent with the Village's land use policies;

**WHEREAS**, the owners have committed to entering into an annexation agreement with the Village, in which they will be rezoning the subject site into a new commercial site for the expansion of their existing auto dealership.

**WHEREAS**, the Village Board does find as follows:

- a) that the petitions are well-taken;
- b) that they meet all the necessary prerequisites imposed by the Illinois Municipal Code and the Zoning Code of the Village of Antioch;
- c) that the annexation of the property is consistent with the Village's comprehensive plan and will materially benefit the logical and orderly growth of the Village of Antioch;
- d) that the proposed intended use is compatible with the adjoining properties;
- e) that the primarily commercial nature of the property as described in the petition and annexation agreement will be consistent with the commercial character of the surrounding properties and promote economic development in the Village;

**NOW THEREFORE, BE IT ORDAINED** by the Village of Antioch, Lake County, Illinois, as follows:

**SECTION ONE:** The property legally described in Exhibit A hereto be and is hereby annexed into and made a part of the territory of the Village of Antioch;

**SECTION TWO:** The property legally described in Exhibit A hereto be and is hereby classified as being within the M-1 zoning district;

**SECTION THREE:** The Mayor and Clerk, as well as the Owners, are directed to execute the Annexation Agreement attached as Exhibit B hereto immediately upon the passage and approval of this Ordinance;

**SECTION FOUR:** The Annexation Agreement, attached hereto as Exhibit B be and the same is adopted as a substantive part of this Ordinance, and the Owners shall be required to develop the property in accordance with that Annexation Agreement, which requirement shall run with the land;

**SECTION FIVE:** The Owners shall further be obligated to make such payments to the Village and to pay for recording of this Ordinance and the Plat of Annexation, together with any and all such miscellaneous expenses as are required by the Annexation Agreement, this Ordinance and the Municipal Code of Antioch;

**SECTION SIX:** This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ANTIOCH, ILLINOIS, ON THIS 10th day of July, 2017.

AYES: 6: Jozwiak, Pierce, Poulos, Dominiak, Johnson and Macek.

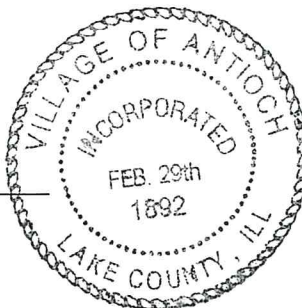
NAYS: 0.

ABSENT: 0.

  
LAWRENCE M. HANSON, MAYOR

ATTEST:

  
LORI K. ROMINE, VILLAGE CLERK





STATE OF ILLINOIS        )  
                                      )  
COUNTY OF LAKE        )                   SS

## CERTIFICATE

I, Lori K. Romine, certify that I am the duly appointed Municipal Clerk of the Village of Antioch, Lake County, Illinois.

I certify that on July 10th, 2017, the Corporate Authorities of such municipality passed and approved Ordinance NO: 17-07-21 entitled "***AN ORDINANCE ANNEXING CERTAIN PROPERTY COMMONLY KNOWN AS KUNES FORD INTO THE VILLAGE OF ANTIOCH***" which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 17-07-21 including the Ordinance and cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on July 12, 2017 and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Municipal Clerk.

DATED at Antioch, Illinois, this 12<sup>th</sup> day of July, 2017.

Lori K. Romine  
Lori K. Romine, Village Clerk





**Exhibit “A” Legal Description**

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**EXHIBIT A**

**LEGAL DESCRIPTION FOR ANNEXATION PARCEL**

THAT PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOW: COMMENCING AT THE CENTER OF PUBLIC HIGHWAY KNOWN AS STATE ROUTE #173 AND THE SOUTH LINE OF THE NORTH 60 ACRES OF THE SAID NORTHEAST 1/4; THENCE NORTHWESTERLY ALONG THE CENTER LINE, 503 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTHWESTERLY ALONG THE CENTER OF SAID PUBLIC HIGHWAY, 254.68 FEET; THENCE SOUTHWESTERLY (AT RIGHT ANGLES TO THE SOUTH LINE OF THE NORTH 60 ACRES OF SAID NORTHEAST QUARTER); THENCE EAST ALONG THE SOUTH LINE OF NORTH 60 ACRES TO A POINT DUE SOUTHWESTERLY OF THE POINT OF BEGINNING; THENCE NORTHEASTERLY TO THE POINT OF BEGINNING; EXCEPTING THAT PORTION LYING WITHIN ILLINOIS STATE ROUTE 173, ALL IN LAKE COUNTY, ILLINOIS.

**23145 W. Illinois Route 173 (P.I.N. 02-17-200-021)**

THE FOLLOWING LEGAL DESCRIPTION WAS WRITTEN TO DESCRIBE THE PROPERTY TO BE ANNEXED INTO THE VILLAGE OF ANTIOCH:

P.I.N.: 02-17-400-050 (PART OF)

THAT PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN DOCUMENT NO. 7199566, RECORDED JUNE 3, 2015, SAID POINT BEING ON THE SOUTH LINE OF THE NORTH 60 ACRES OF THE SOUTH HALF OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 49 MINUTES 48 SECONDS EAST ALONG SAID SOUTH LINE, 241.88 FEET TO A LINE 60.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID PARCEL; THENCE SOUTH 36 DEGREES 13 MINUTES 53 SECONDS WEST ALONG THE SOUTHWESTERLY PROLONGATION OF SAID PARALLEL LINE, 405.83 FEET; THENCE NORTH 53 DEGREES 46 MINUTES 07 SECONDS WEST PARALLEL WITH THE EXISTING CENTERLINE OF ILLINOIS ROUTE 173, 194.68 FEET TO THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF SAID PARCEL; THENCE NORTH 36 DEGREES 13 MINUTES 53 SECONDS EAST ALONG SAID SOUTHWESTERLY PROLONGATION, 262.29 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS.



**Exhibit “B” Annexation Agreement**

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## ANNEXATION AGREEMENT

FOR  
**KUNES COUNTRY FORD OF ANTIOCH, INC.**  
(Development Name)

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

THIS ANNEXATION AGREEMENT is entered into this 14<sup>th</sup> day of August, 2017, by and between the Village of Antioch, an Illinois municipal corporation (hereinafter referred to as "VILLAGE"), KEL PROPERTIES, L.L.C., an Illinois limited liability company (hereinafter collectively referred to as "OWNER" and/or "DEVELOPER," as the case may be), and KUNES COUNTRY FORD OF ANTIOCH, INC., an Illinois corporation ("DEALER") for all the property described in the Plat of Annexation marked Exhibit A, attached hereto.

### WITNESSETH:

WHEREAS, the VILLAGE is an Illinois municipal corporation; and,

WHEREAS, the OWNER is the owner of record of the real property legally described in Exhibit "A" (said property referred to herein as the "SUBJECT PROPERTY"), the Plat of Annexation and the legal description, attached hereto and hereby incorporated and made a part of this Agreement, which is not within the corporate limits of any municipality and which constitutes the subject premises to be annexed to the Village; and

WHEREAS, the Dealer leases the Subject Property from Owner in connection with the operation of a full service retail Ford motor vehicle franchise;

WHEREAS, the SUBJECT PROPERTY is contiguous or may become contiguous with the corporate limits of the VILLAGE; and

WHEREAS, it is the intention of the parties that the annexation of the SUBJECT PROPERTY to the VILLAGE be upon the terms and conditions of this agreement; and

WHEREAS, in accordance with 65 ILCS 5/11-15.1-1 et seq. of the Illinois Compiled Statutes and pursuant to lawful notice, the VILLAGE has placed this Agreement before the public for comment and hearing by its Corporate Authorities; and

WHEREAS, the VILLAGE, by its Corporate Authorities, shall consider an ordinance adopting this Agreement in the manner provided by law; and

WHEREAS, the adoption and approval of this Agreement is an exercise of the powers vested in the VILLAGE by the Illinois Compiled Statutes.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

**1. INCORPORATION OF RECITALS AND EXHIBITS.**

The foregoing recitals are hereby incorporated into the body of this agreement as if fully set forth and repeated herein.

Any exhibit referred to in this agreement and attached hereto shall also be considered incorporated herein by express reference.

**2. ANNEXATION AND ZONING.**

OWNER agrees within seven (7) days after the execution of this Agreement to file properly executed petitions for annexing and zoning said premises, if said petitions have not already been filed.

Within thirty (30) days of the later of filing or if the subject property is not now contiguous, the VILLAGE agrees, pursuant to requisite notice having been given, and in accordance with law, to enact and adopt ordinances annexing and zoning the premises designated in Exhibit A, attached hereto and made a part of this Agreement, to zoning classification M-1 (LIMITED MFG.), and as described in the Plat of Annexation attached hereto as Exhibit B.

OWNER and DEVELOPER agree that the Subject Property shall be developed in accordance with the ordinances of the VILLAGE, as approved or subsequently amended, and agree to follow all of the policies and procedures of the VILLAGE in connection with such development except as modified in this Agreement and shall develop the Subject Property in accordance with the Exhibit C, attached hereto and made a part of this Agreement.

**3. LIBRARY DISTRICT ANNEXATION.**

Unless the Subject Property is already within the Antioch Library District, upon annexation of the Subject Property to the VILLAGE, the OWNER agrees to file petitions to annex the Subject Property to the Antioch Library District.

The OWNER agrees to annex the SUBJECT PROPERTY to the Antioch Public Library District within 30 days of contiguity with the Districts.

**4. PARKS AND SCHOOL DONATIONS.**

The OWNER and DEVELOPER agree to comply with the Village Ordinance on land/cash donations for park and school sites. Fees paid in lieu of park land are required prior to the release of



the final plat. The DEVELOPER agrees to pay all fees identified in the school facility impact fee schedule attached.

The OWNER and DEVELOPER agree to comply with the Village Ordinance on land/cash donations for park and school sites. Fees paid in lieu of park land are required prior to the release of the final plat. If land is to be dedicated, the DEVELOPER shall enter into a formal park agreement with the Village’s Parks Department and shall incorporate the aforesaid agreement as Exhibit N/A. The Village must approve all park designs and reserves the right to hire a landscape architect to design any park or open space area. The developer/owner agrees to pay any fee associated with the design.

**5. FIRE PROTECTION DISTRICT DONATION.**

The OWNER and DEVELOPER agree to pay \$1,000.00 contribution per residential unit to the Antioch Fire Department in which the unit is located and \$0.20 per square foot for commercial development. The fee will be paid at the time of building permit issuance.

**6. LIBRARY IMPACT FEE.**

The OWNER and DEVELOPER agree to pay \$300.00 per unit, as set forth in the inter-governmental agreement between the VILLAGE and the Antioch Library District. The fee will be paid at the time of building permit issuance.

**7. WATER AND SEWER SERVICE.**

VILLAGE represents and warrants that the 11.18 acres of the SUBJECT PROPERTY described in Exhibit A is currently within the FPA (Facilities Planning Area) of the VILLAGE or if not presently in the FPA, the Village will submit all required applications to include the SUBJECT PROPERTY into the Village’s FPA. Any and all application and associated costs to amend the FPA shall be the responsibility of the DEVELOPER.

**8. WATER AND SANITARY SEWER FEES.**

Connection fees required for connection to the Village's sanitary sewer system are as established by Village Ordinance. The minimum connection fees to the Village's water supply system are as follows:

Water Meter size (inches)	Water Connection Fee
1 inch	2,070.00
1 ½ inch	2,400.00
2 inch	2,800.00
3 inch	3,200.00
4 inch	3,600.00
6 inch	4,400.00
Sanitary (P.E.)	Sanitary Connection Fee

All sanitary sewer construction requiring an Illinois Environmental Protection Agency construction permit, upon receipt of required IEPA Sewer Permit, but before any sewer main construction, the property owner or OWNER shall be required to pay the Village the total sewer connection fee for the entire area served by said permit. The population equivalent stated on the IEPA permit shall be the basis for calculating the required connection fees. Substantial sanitary sewer construction shall begin within ninety (90) days of receiving required IEPA sewer construction permits.

#### **9. SANITARY SEWER OVERSIZING IMPACT FEE**

The OWNER and DEVELOPER recognize that certain sanitary sewer oversizing is required pursuant to the Sanitary Sewer Recapture Map. Said Map outlines the estimated cost per acre of sewer oversizing according to zones. The oversizing will be constructed by either the OWNER and DEVELOPER or the VILLAGE, at the VILLAGE's discretion. If constructed by the OWNER and DEVELOPER, recapture will follow the provisions of Section 10 of this ANNEXATION AGREEMENT. If constructed by the VILLAGE, OWNER and DEVELOPER will reimburse all VILLAGE expenses related to the sewer construction, including engineering, easement acquisition, administration and legal fees. The percentage of the total project cost to be reimbursed by DEVELOPER shall be calculated based on the acreage of the development within the recapture area. Any applicable fees shall be payable at the time of final plat or if no platting is necessary, prior to building permit.

#### **10. RECAPTURE FEES.**

Upon development, OWNER or DEVELOPER shall be obligated to pay any recapture fees as applicable to the annexed property for municipal water, sanitary sewers, storm water, roadways, traffic signals or improvements or any other improvements as set forth in 65 ILCS 5/9-5-1.

VILLAGE may adopt any necessary ordinances to provide for recapture to OWNER for streets, water, sanitary sewer or storm sewer lines constructed by OWNER, which benefit other properties by the installation and/or over sizing of said improvements. Such recapture ordinances shall only be adopted upon satisfactory demonstration by the OWNER or DEVELOPER that the recapture is fair and equitable and that provision of notice of the proposed recapture fees is provided to affected property OWNER. The determination that a proposed recapture is fair and equitable shall be solely that of the Village. Fees are due upon Village request.

In the event benefited property subject to recapture is owned by a government agency (e.g., fire protection district, park district, school district), such government entity shall not be required to pay recapture, thus reducing the total amount the DEVELOPER and/or VILLAGE are entitled to recapture.

Any recapture ordinances shall be for a maximum of twenty (20) years from the date of adoption of said ordinance with 4% interest payable to the OWNER or DEVELOPER commencing two (2) years from the date of completion of said improvement. An administrative fee shall be



charged at the rate of two percent (2%) of the total recapturable amount payable to the VILLAGE to cover administrative costs of the recapture agreement. The costs to be recaptured shall not exceed 110 percent of the estimated costs per the approved engineer's opinion of probable construction costs (EOPC). Any increase in cost of more than 5 percent of the EOPC (but in no event more than 10 percent of the EOPC) shall not be permitted unless a detailed explanation of the increase in costs is submitted by the DEVELOPER and approved by the VILLAGE.

The Developer further agrees to enter into the Village's Standard Recapture Agreement, a copy is herewith attached as **Exhibit N/A**.

**11. ANNEXATION FEES.**

The OWNER and DEVELOPER agrees to pay an annexation fee to the VILLAGE of \$1,000.00 per acre for any residential development, payable at the time of final plat or if no platting is necessary, prior to building permit.

**12. TRAFFIC IMPROVEMENT FEE**

The OWNER and DEVELOPER agrees to pay a traffic improvement fee to the Village of \$500.00 per unit of residential development and \$.10 per square foot of buildings for commercial development. Square footage for commercial development is based on gross building area. Said fees shall be payable at the time of final plat or if no platting is necessary, prior to building permit.

**13. MUNICIPAL FACILITY FEE**

The Owner and Developer agrees to pay \$1,000.00 per acre for future municipal facilities. Said fees shall be payable at the time of final plat or if no platting is necessary, prior to building permit.

**14. FORESTATION FEE**

The Developer agrees to pay a FORESTATION FEE of \$300.00 per unit for future Forestation throughout the Village. The fee is payable upon building permit.

**15. RIGHT OF WAY and EASEMENTS**

The owner agrees to dedicate right of way or grant utility easements to the Village of Antioch at no costs to the Village within thirty days of written request by the Village.

**16. ARCHITECTURAL DESIGN PROVISIONS.**

The OWNER and DEVELOPER agree to provide a variety of architectural designs for residential dwelling units for the purpose of discouraging excessive similarity between units, including but not limited to single family, duplexes, and multi-family developments. The OWNER and DEVELOPER agree to establish appropriate policies and procedures to provide distinction between surrounding dwelling units, including front, rear and side elevations, for the purpose of anti-monotony as defined in



### **Exhibit C.**

The Village is looking to better control monotony and to encourage character within subdivisions including all four sides of residential structures, roof pitches, heights and materials. The developer agrees to develop the subject property in accordance with the Pattern Book attached as **Exhibit N/A.** This exhibit identifies architecture for all homes including facades for all four sides of each model proposed and materials. The Pattern Book will show a breakdown of the number of each model used and will identify the separation in the location of each models type.

### **17. VARIANCES.**

No variances will be necessary to develop the property. (If variances are required, they shall be described and attached as an Amendment, See **Exhibit C**)

### **18. MISCELLANEOUS FEES.**

All other fees provided for by ordinance and uniformly applied and collected in connection with the development of the property within the corporate limits of Antioch, except as otherwise specified in this agreement shall be applicable to the subject realty. Payment of all fees due under the Village Ordinances, together with the posting of any and all letters of credit and other guarantees shall be a pre-condition to the approval by the Village of any final plan, plat or site plan submitted by OWNER and DEVELOPER under this agreement.

### **19. AMENDMENTS.**

This agreement, including the attached exhibits, may be amended only with the mutual consent of the parties by a duly executed written instrument. In the case of the VILLAGE, the written instrument may only be in the form of an ordinance duly adopted in accordance with applicable laws. Modifications subsequent to this Agreement's adoption shall require a public hearing and procedures consistent with law.

### **20. EXHIBIT C.**

Any modifications to the VILLAGE'S standard annexation agreement provisions are set forth in **Exhibit C.** The OWNER, DEVELOPER and VILLAGE agree that should any conflicts between **Exhibit C** and the text of this Agreement exist, the provisions of **Exhibit C** shall supersede those of this text.

### **21. DORMANT SPECIAL SERVICE AREA (SSA)**

OWNER and DEVELOPER agree to the VILLAGE enacting a dormant Special Service Area (SSA) to act as a back-up in the event that the Homeowner's Association or Commercial Subdivision Association fails to maintain the private common areas, private detention ponds, perimeter landscaping features and entrance signage within the Subject Property. The special service area will be completed as part of the first phase of development.

**22. ENFORCEMENT.**

This Agreement shall be enforceable by any action at law or in equity, including actions for specific performance and injunctive relief. The laws of the State of Illinois shall control the construction and enforcement of this Agreement. The parties agree that all actions instituted on this agreement shall be commenced and heard in the Circuit Court of Lake County, Illinois, and hereby waive venue in any other court of competent jurisdiction. Before any failure of any party to perform any obligation arising from this Agreement shall be deemed to constitute a breach, the party claiming the breach shall notify the defaulting party and demand performance. No breach of this Agreement shall have been found to have occurred if performance is commenced to the satisfaction of the complaining party within thirty (30) days of the receipt of such notice.

**23. EFFECT OF SUCCESSORS.**

This agreement shall be binding upon and inure to the benefit of the VILLAGE and its successor municipal corporations and corporate authorities. This Agreement shall be binding upon and inure to the benefit of OWNER and their grantees, lessees, assigns, successors and heirs.

**24. CONSTRUCTION OF AGREEMENT.**

This Agreement shall be interpreted and construed in accordance with the principles applicable to the construction of contracts, provided however, that the parties stipulate that they participated equally in the negotiation and drafting of the Agreement and that no ambiguity contained in this Agreement shall be construed against a particular party.

**25. SEVERABILITY.**

If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provision, covenants, agreement or portions of this Agreement, and this Agreement is declared to be severable.

**26. EFFECT OF THIS AGREEMENT.**

The provisions of this Agreement shall supersede the provisions of any ordinances, codes, policies or regulations of the Village which may be in conflict with the provisions of this agreement to the maximum extent permitted by law.

**27. DURATION.**

This agreement shall remain in full force and effect for a term of twenty (20) years from the date of its execution, or for such longer period allowed by law.

**28. NOTICE.**



Any notice or demand hereunder from one party to another party or to an assignee or successor in interest of either party or from an assignee or successor in interest of either party to another party, or between assignees or successors in interest, either party shall provide such notice or demand in writing and shall be deemed duly served if mailed by prepaid registered or certified mail addressed as follows:

If to the VILLAGE:

Lawrence Hanson  
Village Mayor  
874 Main Street  
Antioch, IL 60002

Jim Keim  
Village Administrator  
874 Main Street  
Antioch, IL 60002

With copies to:      Robert Long, Village Attorney  
                                 Daniels, Long & Pinsel, LLC  
                                 19 N. County Street  
                                 Waukegan, IL 60085

If to any owner of record of any real property located within the subject property

KUNES COUNTRY FORD  
Attn: Gregg Kunes  
104 W. Route 173  
Antioch, Illinois 60002

With a Copy to:  
Joseph S. Kayne  
Hardt, Stern & Kayne, P.C.  
2610 Lake Cook Road, #200  
Riverwoods, Illinois 60015

Or to such address as any party hereto or an assignee or successor in interest of a party hereto may from time to time designate by notice to the other party hereto or their successors in interest.



IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year first above written.

**THE VILLAGE OF ANTIOCH,**  
a Municipal Corporation

BY

  
Village Mayor

ATTEST:

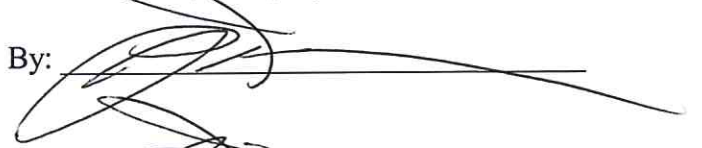
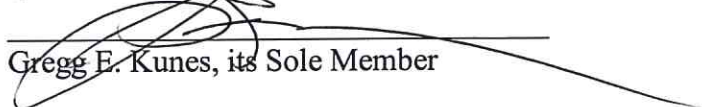
BY

  
Village Clerk

**OWNER:**

**KEL PROPERTIES, L.L.C.,** an Illinois  
limited liability company

By:

  
  
Gregg E. Kunes, its Sole Member

**EXHIBIT A**

**LEGAL DESCRIPTION FOR ANNEXATION PARCEL**

THAT PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOW: COMMENCING AT THE CENTER OF PUBLIC HIGHWAY KNOWN AS STATE ROUTE #173 AND THE SOUTH LINE OF THE NORTH 60 ACRES OF THE SAID NORTHEAST 1/4; THENCE NORTHWESTERLY ALONG THE CENTER LINE, 503 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTHWESTERLY ALONG THE CENTER OF SAID PUBLIC HIGHWAY, 254.68 FEET; THENCE SOUTHWESTERLY (AT RIGHT ANGLES TO THE SOUTH LINE OF THE NORTH 60 ACRES OF SAID NORTHEAST QUARTER); THENCE EAST ALONG THE SOUTH LINE OF NORTH 60 ACRES TO A POINT DUE SOUTHWESTERLY OF THE POINT OF BEGINNING; THENCE NORTHEASTERLY TO THE POINT OF BEGINNING; EXCEPTING THAT PORTION LYING WITHIN ILLINOIS STATE ROUTE 173, ALL IN LAKE COUNTY, ILLINOIS.

**23145 W. Illinois Route 173 (P.I.N. 02-17-200-021)**

THE FOLLOWING LEGAL DESCRIPTION WAS WRITTEN TO DESCRIBE THE PROPERTY TO BE ANNEXED INTO THE VILLAGE OF ANTIOCH:

P.I.N.: 02-17-400-050 (PART OF)

THAT PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN DOCUMENT NO. 7199566, RECORDED JUNE 3, 2015, SAID POINT BEING ON THE SOUTH LINE OF THE NORTH 60 ACRES OF THE SOUTH HALF OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 49 MINUTES 48 SECONDS EAST ALONG SAID SOUTH LINE, 241.88 FEET TO A LINE 60.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID PARCEL; THENCE SOUTH 36 DEGREES 13 MINUTES 53 SECONDS WEST ALONG THE SOUTHWESTERLY PROLONGATION OF SAID PARALLEL LINE, 405.83 FEET; THENCE NORTH 53 DEGREES 46 MINUTES 07 SECONDS WEST PARALLEL WITH THE EXISTING CENTERLINE OF ILLINOIS ROUTE 173, 194.68 FEET TO THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF SAID PARCEL; THENCE NORTH 36 DEGREES 13 MINUTES 53 SECONDS EAST ALONG SAID SOUTHWESTERLY PROLONGATION, 262.29 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS.

**EXHIBIT B**

**PLAT OF ANNEXATION**



**LEGAL DESCRIPTION OF TERRITORY TO BE ANNEXED**



02-17-200-02



EAST LINE OF THE NORTH EAST 1/4 OF SECTION 17-46-11  
ASSUMED TO BE A GRADIENT OF 1%

AREA TO BE ANNEXED

1028,176 SQ. FT. (2,463 ACRES)

STATE OF ALABAMA  
ss:STATE OF ALABAMA  
COUNTY OF \_\_\_\_\_  
ss.: I, \_\_\_\_\_, Clerk of said Court, do hereby certify that the foregoing is a true and correct copy of the original as same appears from the records of said Court.  
WITNESSES my hand and the seal of said Court at Birmingham, Alabama, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_.[illegible]

Allyson Price (University of Maryland) and  
Lorena Ferraro (University of Utah)

CELESTIN PAPA PROFESSIONAL REGISTRATION NO: 64003330-Expires April 30, 2017

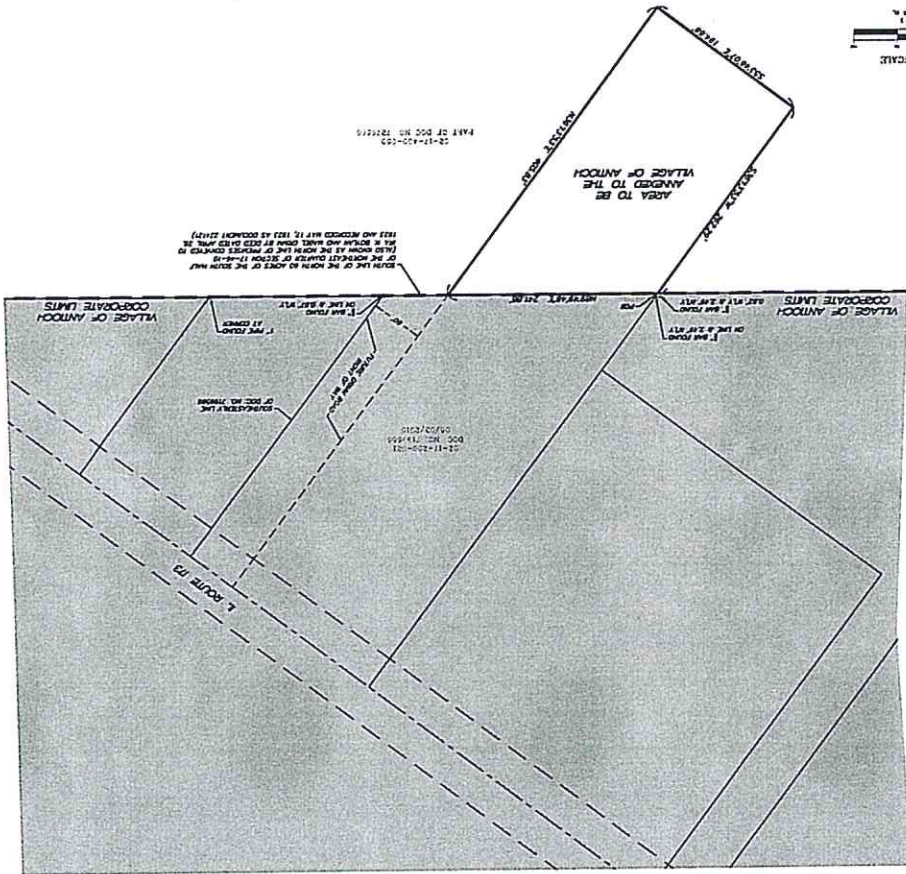


MAP OF TERRITORY TO BE ANNEXED TO VILLAGE OF ANTIOCH

[illegible]

PLAT OF ANNEXATION TO THE VILLAGE OF ANTIOCH, ILLINOIS

OF PART OF SECTION 17, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS



NOTES:  
1. This map is prepared for use in the City of Antioch.  
2. The map is prepared for use in the City of Antioch.  
3. The map is prepared for use in the City of Antioch.  
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LEGEND:  
- - - - - PROPOSED BOUNDARY LINE  
- - - - - PROPOSED LINED LAND  
- - - - - PROPOSED TO BE ANNEXED

THE FOLLOWING IS A SUMMARY OF THE CHANGES TO THE PLAT OF ANNEXATION TO THE VILLAGE OF ANTIOCH, ILLINOIS, AS FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, ILLINOIS, ON 02-17-400-050 (part 01).  
1. The map is prepared for use in the City of Antioch.  
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10. The map is prepared for use in the City of Antioch.

PLAT OF ANNEXATION  
TO THE VILLAGE OF ANTIOCH, ILLINOIS  
OF PART OF SECTION 17, TOWNSHIP 46 NORTH,  
RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN LAKE COUNTY, ILLINOIS



425 N. 1st Street  
Antioch, IL 60011-2111  
Phone: 815.399.1111  
Fax: 815.399.1111

NO.	DATE	DESCRIPTION
1	02-17-400-050	PLAT OF ANNEXATION TO THE VILLAGE OF ANTIOCH, ILLINOIS

**EXHIBIT C**

**ADDITIONAL AND SUPERCEDING TERMS OF ANNEXATION**



**EXHIBIT C**  
**TO**  
**ANNEXATION AGREEMENT**

**THIS EXHIBIT C TO ANNEXATION AGREEMENT** (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and among the **VILLAGE OF ANTIOCH**, an Illinois Municipal Corporation located in Lake County, Illinois (the “Village”) and **KEL PROPERTIES, L.L.C.**, an Illinois limited liability company (the “Owner”). The Village and Owner are hereinafter collectively referred to as “Parties” and individually referred to as a “Party”.

**RECITALS**

- A. Owner is the owner of record of approximately 2.717 acres of vacant real property located in unincorporated, Lake County, Illinois, commonly known as **23145 W. Illinois Route 173 (P.I.N. 02-17-200-021)**, legally described on the 1) Plat of Annexation attached hereto as **Exhibit “C-1”** and incorporated herein by reference and 2) Plat of Annexation attached hereto as **Exhibit “C-2”** and incorporated herein by reference (the “Annexation Property”).
- B. The Annexation Property is contiguous to a real estate parcel to the northwest, with the common address of **104 Route 173, Antioch, Lake County, Illinois 60002 (P.I.N. 02-17-200-020)** which is located in the Village and is owned by an entity with the same or similar principals as the Owner (the “Contiguous Parcel”). Said Contiguous Parcel is leased to KUNES COUNTRY FORD OF ANTIOCH, INC., an Illinois corporation (“Kunes Ford”), which operates a full service Ford Motor Company (“Ford”) retail motor vehicle sales and service center.
- C. Attached hereto as **Exhibit “C-3”** and made a part hereof is the legal description for the Contiguous Parcel and the Annexation Property, said property being referred to as the “Property;”
- D. The Annexation Property is contiguous to parcels of real estate to the south and to the southeast which is located in the Village. The Annexation Property is effectively an “island” of unincorporated Lake County, Illinois territory, surrounded by (i) properties located in the Village, and (ii) Illinois Route 173.
- E. The territory that is anticipated to be annexed to the Village as part of this Agreement includes the Annexation Property, and the new boundary shall extend to the far side of Illinois Route 173, as required by Section 5/7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1.
- F. The Parties desire to enter into this Agreement pursuant to the provisions of Section 5/11-15.1-1, *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 *et seq.*, in accordance with the terms and conditions hereinafter set forth.



- G. The Annexation Property is not presently located within the corporate limits of any municipality, but is contiguous to and may be annexed to the Village as provided in Article 7 of the Illinois Municipal Code, 65 ILCS 5/7-1-1 *et seq.*
- H. Owner seeks to annex the Annexation Property to the Village to improve the entire Property in substantial compliance with the preliminary site plan attached hereto as **Exhibit "C-4"**, and incorporated herein by reference (the "Site Plan"). It's the Owner's intent, at this time, to initially grade the Annexation Property and cover it with gravel for a temporary short term period to store vehicle inventory, and then to construct a new Ford full service sales and service facility center on the Property and lease it to Kunes Ford. The Site Plan includes the "Village Parcel," as defined below, to be conveyed by the Village to Owner as part of this Agreement in accordance with the terms and provisions hereof. The parties agree that Owner shall be entitled to amend and revise the Site Plan at a later date and that such amendment shall only require direct Village Board of Trustee approval.
- I. The Village acknowledges that the annexation of the Annexation Property to 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, and will promote and enhance the general welfare of the Village and its residents.
- J. The Village acknowledges that the Owner's proposed, eventual use of the Property as an intended full sales and service retail motor vehicle dealership will be compatible with and will further the Village's overall plan for development of the Property and surrounding properties, the potential move of Grimm Road, and will be in furtherance of the planning objectives of the Village.
- K. The Owner had the right to keep the Annexation Property in unincorporated Lake County, Illinois and to seek a business incentive agreement with Lake County, Illinois, but has chosen to have the Annexation Property annexed into the Village.
- L. To (1) entice the Owner from keeping the Annexation Property (and its resulting business) in unincorporated Lake County, Illinois, (2) as one of the Owner's condition to submitting the Annexation Property to annexation to the Village, and (3) for other obligations and agreements of Owner herein, all of which will assist the Village in its overall development plan for the Property, the Owner requires that the Village enter into a Business Incentive Agreement with Owner and/or Kunes Ford in the form attached hereto as **Exhibit "C-5"** and incorporated herein by reference (the "Business Incentive Agreement").
- M. To further (1) entice the Owner from keeping the Annexation Property (and its resulting business) in unincorporated Lake County, Illinois, (2) as one of the Owner's condition to submitting the Annexation Property to annexation to the Village, and (3) for other obligations and agreements of Owner herein, all of which will assist the Village in its overall development plan for the Property, the Village agrees to convey to Owner by Warranty Deed, within thirty (30) days of the execution hereof, and free and clear of any and all



encumbrances of any kind or nature whatsoever, that vacant real estate legally described and set forth on **Exhibit "C-6"**, which is attached hereto and made a part hereof, and as also identified on the Site Plan (the "Village Parcel"). The parties acknowledge that the Village Parcel is currently located in unincorporated Lake County, Illinois. The Village agrees to annex the Village Parcel to the Village, at its expense, prior to its conveyance of the Village Parcel to Owner, as set forth above.

- N. Owners have filed with the Village Clerk an Annexation Petition for the Property (the "Annexation Petition") pursuant to 5/7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, signed by the owner of record of the Annexation Property (which constitutes all, if any, electors residing in the territory proposed to be annexed thereunder).
- O. Pursuant to the applicable provisions of the Illinois Municipal Code, a proposed Annexation Agreement similar in substance and in form to this Agreement was submitted to the President and Board of Trustees of the Village (hereinafter collectively referred to as, the "Corporate Authorities") and required public hearing(s) were held thereon pursuant to notice(s), as required by statute.
- P. Owner has filed with the Village Clerk a Rezoning Petition for the Annexation Property and a petition for Special Use Permit for a Planned Unit Development for the entire Property (the "Rezoning Petitions") pursuant to the Antioch Zoning Ordinance, 1976 Code § 150.001 *et seq.*, signed by the owners of record of the Property (which constitutes all, if any, electors residing in the territory proposed to be rezoned thereunder).
- Q. Pursuant to notice, as required by statute and ordinance, public hearings were held by the Village Zoning Board of Appeals/Plan Commission on the requested rezoning of the Annexation Property and for the special use permit for the PUD, and the findings of fact and recommendations made by said body have been forwarded to the Corporate Authorities.
- R. Due and proper notice of the proposed annexation has been given to the Trustees of the Antioch Fire Protection District, the Antioch Library District, the Antioch Township Commissioner of Highways, the Antioch Board of Town Trustees, the Antioch Township Supervisor, the Antioch Township Clerk, the election authorities having jurisdiction in the territory to be annexed, and the post office branches serving the territory to be annexed within the applicable notice periods required prior to any action being taken on the annexation of the Property.
- S. All other and further notices, publications, procedures, public hearings, and other matters attendant to the consideration and approval of this Agreement and the annexation and rezoning of the Annexation Property and for the special use permit for the PUD for the Property, contemplated herein have been given, made, held, and performed by the Village as required by Section 5/7-1-1 *et seq.* of the Municipal Code, 65 ILCS 5/7-1-1 *et seq.*, and all other applicable statutes, ordinances, regulations, and procedures. This Agreement is made and entered into by the Parties pursuant to the provisions of 65 ILCS 5/11-15.1 *et seq.* of the Illinois Compiled Statutes.

- T. The Corporate Authorities have duly considered all necessary petitions to enter into this Agreement, have considered the recommendations of the Village Zoning Board of Appeals/Plan Commission in connection with the proposed zoning of the Annexation Property and special use permit for the PUD for the Property, and have further duly considered the terms and provisions of this Agreement and have, by an ordinance, duly adopted by a vote of the majority of the Corporate Authorities then holding office, authorized the Mayor to execute and the Village Clerk to attest, this Agreement on behalf of the Village.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements herein made, the Parties hereby agree as follows:

### **ARTICLE I RECITALS**

- 1.1 The Parties acknowledge that the statements and representations contained in the foregoing recitals are true and accurate and incorporate such recitals into this Agreement as if fully set forth in this Article I.

### **ARTICLE II ANNEXATION OF THE PROPERTY**

- 2.1 Within thirty (30) days following the execution of this Agreement by all Parties, the Corporate Authorities shall proceed, subject to the terms and conditions set forth in this Agreement, to validly annexed the Annexation Property to the Village, and cause the Business Incentive Agreement to be validly binding between the Parties. All ordinances, plats, affidavits, and other documents necessary to accomplish annexation shall be recorded by the Village at Owner's expense.
- 2.2 This Agreement in its entirety, at the option of the Owner, shall be null, void, and of no force and effect until the Annexation Property is validly annexed to the Village and validly zoned and the Property is classified, in accordance with and as contemplated by this Agreement within the times specified herein.

### **ARTICLE III ZONING AND DEVELOPMENT OF THE PROPERTY**

- 3.1 Within thirty (30) days following the execution of this Agreement by all Parties, the Corporate Authorities shall enact such ordinances and take such other actions as are necessary to rezone the Annexation Property to the Village's M-1 (limited Manufacturing) zoning district, and approve the special use permit for the PUD for the entire Property. Such rezoning hereunder shall allow the development of the Property pursuant to and in substantial compliance with,



the attached Site Plan. The parties agree that Owner shall be entitled to the signage on the Site Plan, as may be amended from time to time, and that the Owner shall be grandfathered into existing laws as to current signage and new signage to be added. Owner shall attach an exhibit hereto showing the ground signage, which is subject to amendment.

#### **ARTICLE IV CODES AND ORDINANCES**

- 4.1 To the extent of any conflict, ambiguity or inconsistency between the terms, provisions, or standards contained in this Agreement and the terms, provisions, or standards, whether presently existing or hereafter adopted, of Village codes, ordinances, or regulations, the terms, provisions, and standards of this Agreement shall govern and control. Notwithstanding the foregoing, if any Village code, ordinance, or regulation is hereafter adopted, amended, or interpreted so as to be more restrictive upon Owner with respect to the development of the Property than is the case under the existing law as contemplated by this Agreement, then, at the option of the Owner, such less restrictive amendment or interpretation shall control.

#### **ARTICLE V SANITARY SEWER SERVICE**

- 5.1 Subject to the terms and provisions of this Agreement, the Village represents and warrants that it owns, operates, and maintains sanitary sewage treatment facilities within its borders and sewer mains servicing the Property.

#### **ARTICLE VI POTABLE WATER SERVICE**

- 6.1 The Village represents and warrants that it owns, operates, and maintains a potable water supply and distribution system within its borders and water mains servicing the Property. The developers of the Property shall be permitted to make any and all new connections to the foregoing systems as deemed necessary and appropriate accordance herewith.

#### **ARTICLE VII STORM DRAINAGE**

- 7.1 Subject to the provisions of Article XIV hereof, Owner shall maintain all necessary storm sewers, detention systems, and compensatory storage on the Property. The Property shall be served by an off-site regional detention to be maintained by the Village. The parties acknowledge that the Village is constructing, at its expense, the regional detention area that the Village will maintain, at its expense, and the Property and its owners are hereby granted the right to have all of its storm water detention flow into said regional detention area. The legal description for the "Regional Detention Property" to be used by Village to construct

said regional detention area is set forth on Exhibit "C-7", which is attached hereto and made a part hereof. Owner and Kunes Ford shall not be responsible for any costs, fees or expenses in connection with the construction of the regional detention area and related improvements.

## **ARTICLE VIII EXCAVATION, GRADING, AND PREPARATION OF THE PROPERTY FOR DEVELOPMENT**

- 8.1 No demolition, excavation, preliminary grading work, filling, tree removal, or soil stockpiling shall take place upon the Property until final engineering plans and final development plans are approved by the Village. No soil work shall be permitted until the Owners submit an approved grading plan and soil erosion and sedimentation control plan to the Village, which plans shall be satisfactory to the Village Engineer. All such work is to be in accordance with the Watershed Development Ordinance in effect at the time such work is to be permitted.

## **ARTICLE IX PERMITS**

- 9.1 Provided that the Owner is in compliance with the material terms of this Agreement, the Village shall issue, within fifteen (15) business days of the later of, the date of application therefor, or receipt of the fees, documents, and information required to support and complete such application, each building permit and all other permits necessary or desirable to develop the subject Property as set forth herein. If the application is disapproved, the Village shall, within ten (10) business days, provide the applicant with a statement in writing specifying the reasons for denial of the application, including specification of the requirements of law which the application and supporting documents fail to meet. The Village shall issue such building permits upon the applicant's compliance with those requirements of law so specified by the Village within ten (10) business days of re-submittal of the corrected fees, documents, or information.

## **ARTICLE X INSURANCE**

- 10.1 Prior to placement of any trailers on the Property, Owner shall deliver to the Village a Certificate of Insurance naming the Village, its officers, employees, and agents as additional insureds.



**ARTICLE XI  
COVENANTS AND REGULATIONS**

11.1 The Village has required Owner to observe and adhere to certain covenants and restrictions regarding the existing improvements located upon the Property and new improvements to be placed thereon pursuant to the Site Plan, which items are as follows:

1. Owner shall only remove from the Property such trees as are necessary to be removed in order to install all of the sewer and water improvements upon the Property and to complete all improvements as contemplated by this Annexation Agreement. In the event the Owner is required to replace any trees upon the Property, all such trees will be selected from the approved Village list and installed by Owner in compliance with the Village Ordinance governing such.
2. Owner agrees to conform to applicable codes, regulations, and ordinances governing wetlands, floodplains, and floodways. All wetland delineation shall be done in conjunction with the Village and paid for by the Village as the existing wetlands are in the area of the proposed future Grimm Road realignment and the proposed regional detention facility.
3. Subject to the provisions of Article XIV hereof, Owner agrees to maintain all wetlands, floodplains, and floodways in accordance with all applicable codes, regulations, and ordinances. If Owner fails to so maintain the wetlands, floodplains, or floodways, the Village can, after sixty (60) days written notice to Owner, undertake such maintenance and all costs associated therewith shall be paid by Owner.

**ARTICLE XII  
FEES**

INTENTIONALLY DELETED.

**ARTICLE XIII  
OPTION TO PURCHASE LAND FOR FUTURE GRIMM ROAD AND  
CONSTRUCTION OF GRIMM ROAD CONTIGUOUS TO THE NEW FORD  
DEALERSHIP FACILITY**

- 13.1 Owner hereby grants to the Village an option to purchase that portion of the Property marked on the Site Plan as future Grimm Road ("Future Grimm Road"). The dimensions of the Future Grimm Road shall be approximately 60 feet wide and adjacent to the east property line of the Annexation Property. The Village agrees to permit (1) a stoplight to be placed at the intersection of Illinois Route 173 and Future Grimm Road, subject, however, to approval of the Illinois Department of Transportation, and two (2) access driveways off



stoplight to be placed at the intersection of Illinois Route 173 and Future Grimm Road, subject, however, to approval of the Illinois Department of Transportation, and two (2) access driveways off Future Grimm Road to the Property, in substantial compliance with the Site Plan. All right-of-ways shall be subject to the identification by the Village of Antioch engineer, at its reasonable discretion. Owner and Kunes Ford shall not be responsible for any costs, fees or expenses in connection with the construction of said Future Grimm Road and related improvements.

13.2 The purchase price to be paid by the Village to Owner for the Future Grimm Road property, if the Option is timely and properly exercised, shall be One Dollar (\$1.00). Subject to the provisions below, in the event that the Village does not timely and properly exercise the Option in the manner provided herein on or before the twenty fifth (25th) anniversary of the execution of this Agreement (the "Expiration Date") then the Option shall, without further action of any party, automatically terminate and thereafter be null and void and of no further force or effect. Owner and Kunes shall be entitled to use the Future Grimm Road parcel as part of the retail motor vehicle dealership, to be renovated on the Property.

13.3 Exercise of the Option.

- A. Provided that the Village has not breached any of the provisions of this Agreement or is in default of this Agreement or the Business Incentive Agreement, the Village may exercise the Option at any time after the date hereof prior to the Expiration Date, by delivery of written notice to Owner of the Village's intent so to exercise the Option, together with four (4) copies of a real estate agreement dated the date of said notice and executed by Village, time being of the essence, in form and substance satisfactory to the parties. Within three (3) days after Owner's receipt of the Village's exercise of the Option, Owner shall execute and return to Purchaser two (2) copies of said agreement. The sale of the Future Grimm Road property shall be in an AS IS-WHERE IS basis.
- B. In the event that the Option is not exercised by the Village in the manner provided herein on or before the Expiration Date, then (i) the Option shall, without further action of any party, automatically terminate and thereafter be null and void and of no further force or effect, and (ii) neither party shall have any further rights or obligations hereunder or with respect to the Option.
- C. Notwithstanding anything to the contrary provided for herein, and as a condition precedent to the Village exercising the Option and closing on the sale of the Future Grimm Road property, the Village must agree, as part of the purchase contract for the Future Grimm Road property, to move the existing Grimm Road to, and construct, at its expense (and without any recapture fees to Owner or Kunes Ford), the road and curb cuts and sidewalks to be constructed on, the Future Grimm Road parcel, in accordance with the provisions of this Agreement. Such construction must be completed within one (1) year of the closing of the sale of the Future Grimm Road parcel to the Village.

- D. As a condition precedent to the granting of the Option to the Village, Owner and Kunes Ford, and their successors, assigns, and affiliates, shall be entitled to use the Future Grimm Road property as part of a full retail motor vehicle car dealership.
- E. The Village acknowledges that, except as expressly stated herein, Owner has made no representations or warranties, written or oral, express or implied, with respect the Future Grimm Road property. Village shall not be entitled to rely on any representation or warranty of Owner unless herein contained or hereafter made in writing signed by Owner.

**ARTICLE XIV**  
**REGIONAL STORMWATER MANAGEMENT AREA/WETLAND MITIGATION**  
**AREA**

- 14.1 In exchange for granting the Village the Option, and for other consideration set forth herein, the parties agree that the Village shall designate as a stormwater management-wetland mitigation area on that portion of the its property of sufficient size to accommodate the Property's volume requirements set forth below, the location to be to the southeast of the Property as more specifically set forth on Exhibit "C-7" attached hereto and made a part hereof ("Storm Water Management Area"). The Village shall construct, at its expense, such Stormwater Management Area so that it's completed with and shall serve the Property to be developed in connection herewith. Owner and Kunes Ford shall not be responsible for any costs, fees or expenses in connection with the construction of the Storm Water Management Area system and related improvements. The Village shall start such construction upon the issuance of any grading permit for the Property. The Village agrees to provide for sufficient stormwater management acceptable to Owner in accordance with the construction and operation of a full sales and service Ford dealership as set forth in the Site Plan. The amount of detention volume shall be 4.30 acre-feet for the Property and 0.16 acre-feet for the potential Grimm Road improvement. In the event that the construction by the Village of the Stormwater Management Area does not commence or proceed on a prompt basis so as to be completed as set forth above, Owner shall have the right to construct such Stormwater Management Area to the size needed for the development of the Annexation Parcel and the Property, and in such event, the Owner shall be promptly reimbursed by the Village at 100% of the costs to Owner completion of said construction.

**ARTICLE XV**  
**CONVEYANCE OF VILLAGE PARCEL**

- 15.1 The Village agrees to convey to Owner by Warranty Deed the Village Parcel within forty five (45) days of the execution hereof, which conveyance shall be free and clear of any and all encumbrances of any kind or nature.

**ARTICLE XVI**  
**BUSINESS INCENTIVE AGREEMENT**



- 16.1 This Annexation Agreement is expressly contingent upon and subject to execution, and the recording of a resolution confirming into law, the Business Incentive Agreement.

## **ARTICLE XVII MUTUAL ASSISTANCE**

- 17.1 The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Village of such resolutions and ordinances, and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms.

## **ARTICLE XVIII REMEDIES**

- 18.1 Upon a breach of this Agreement, any of the Parties, in any court of competent jurisdiction, may secure the specific performance of the covenants and agreements herein contained, in addition to all other remedies available at law or in equity.
- 18.2 Owner shall pay upon demand all of Village's reasonable out-of-pocket costs, charges, and expenses, including reasonable fees for attorneys, engineers, consultants, and others retained by the Village, incurred by the Village in preparing and confirming this Agreement.
- 18.3 The failure of the Parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect. Except as otherwise and specifically provided for in Article 13.3 C of this Agreement, nothing in this Agreement shall obligates the Village to construct the road on the Future Grimm Road property and the construction of the road on the Future Grimm Road property shall be at the sole discretion of the Village, and subject to it obtaining the necessary financing for such construction.
- 18.4 If the performance of any covenant to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances shall include acts of God, war, acts of civil disobedience, strikes, or similar acts), the time for such performance shall be extended by the amount of time of such delay.



**ARTICLE XIX  
TERM**

- 19.1 This Agreement shall be binding upon the Parties and their respective successors and assigns for twenty (20) years, commencing as of the date hereof, and for such further terms as may hereinafter be authorized by statute and by Village Ordinance. If any of the terms of this Agreement, or the annexation of the Annexation Property or zoning of the Property, is challenged in any court proceeding, then, to the extent permitted by law, the period of time during which such litigation is pending shall not be included in calculating said twenty (20) year period. The expiration of the term of this Agreement shall not affect the continuing validity of the annexation or rezoning of the Property, the Conditional Use Permit, or any ordinance enacted by the Village pursuant to this Agreement.

**ARTICLE XX  
ACCEPTANCE OF CURRENT USE**

- 20.1 The Village agrees that the Owner shall be permitted to continue to use the Annexation Property in its current condition for a temporary parking area to store vehicle inventory with sufficient lighting until construction commences on the Annexation Property and Property in accordance with the Site Plan, as contemplated herein. Owner shall improve the Annexation Property in accordance with its plans and specifications for the expansion of the existing dealership on the Property after obtaining a building permit in connection therewith.

**ARTICLE XXI  
MISCELLANEOUS**

- A. Amendment. This Agreement, and the exhibits attached hereto, may be amended only by the mutual consent of the Parties, by adoption of an ordinance by the Village approving said amendment as provided by law, and by the execution of said amendment by the Parties or their successors in interest.
- B. Severability. If any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, or portions of this Agreement and, to that end, all provisions, covenants, agreements, and portions of this Agreement are declared to be severable. If, for any reason, the annexation or zoning of the Annexation Property, or the Special Use Permit for the PUD for the Property, is ruled invalid, in whole or in part, the Corporate Authorities, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may

be necessary to give effect to the spirit and intent of this Agreement and the objectives of the Parties, as disclosed by this Agreement, provided that the foregoing shall be undertaken at the expense of the Owner.

- C. Entire Agreement. This Agreement sets forth all agreements, understandings, and covenants between and among the Parties. This Agreement supersedes all prior agreements, negotiations, and understandings, written and oral, and is a full integration of the entire Agreement of the Parties.
- D. Survival. The provisions contained herein shall survive the annexation of the Annexation Property, zoning of the Annexation Property, and the Special Use Permit for the PUD for the Property, and shall not be merged or expunged by the annexation of the Annexation Property, zoning of the Annexation Property, and the Special Use Permit for the PUD for the Property.
- E. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the Owner and its successors, grantees, lessees, and assigns, and upon successor Corporate Authorities of the Village and successor municipalities, and shall constitute a covenant running with the land. This Agreement may be assigned without Village approval. If the Property (or a portion thereof) is sold, the seller shall be deemed to have assigned to the purchaser any and all rights and obligations it may have under this Agreement which affect the Property (or, if applicable, the portion thereof) sold or conveyed. The covenants and agreements contained in this Agreement shall be deemed to be covenants running with the land during the terms of this agreement and shall inure to the benefit of the parties hereto and be binding upon the heirs, executors, successors and assigns of the Parties, including the village, its Corporate Authorities and its successors in office.
- F. Recording. Upon approval of this Agreement by the Parties, this Agreement shall be recorded by the Village, at the expense of the Owner, with the Lake County Recorder of Deeds, Lake County, Illinois.
- G. Owner of Property. Owner warrants to the Village that at all times up to and including the recording of this Agreement, it is and shall be the lawful owner of record of the Property. This warranty is a material representation to this Agreement, the failure of which shall be a basis for the Village, at its sole option, to be relieved of any of its obligations under this Agreement.
- H. Notices. Any notice required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested, or personally delivered, to the Parties at the following addresses, or at such other addresses as the Parties may, by notice, designate:

If to the Village:  
Village President  
Village of Antioch  
874 Main Street  
Antioch, Illinois 60002



With a Copy to:  
Village Administrator  
Village of Antioch  
874 Main Street  
Antioch, Illinois 60002

If to the Owners:  
KEL PROPERTIES, L.L.C.  
Attn: Gregg Kunes  
104 W. Route 173  
Antioch, Illinois 60002

With a Copy to:  
Joseph S. Kayne  
Hardt, Stern & Kayne, P.C.  
2610 Lake Cook Road, #200  
Riverwoods, Illinois 60015

Notices shall be deemed given on the fifth (5<sup>th</sup>) business day following deposit in the U.S. Mail, if given by certified mail as aforesaid and, upon receipt, if personally delivered.

- I. Time of Essence. Time is of the essence of this Agreement and of each and every provision hereof.
- J. Village Approval. Wherever any approval of the Village, or of any of its departments, officials, or employees is called for under this Agreement, the same shall be promptly considered giving due regard to the provisions of the Open Meetings Act of the State of Illinois.
- K. Waived and Deleted Provisions of Standard Annexation Agreement. The parties agree that the following paragraphs of the Village of Antioch standard Annexation Agreement, of which this Exhibit C is appended, are hereby deleted:

3,4,6,11,12,13,14,16,17, and 21.

*(Signature Page Follows)*



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written, and by so executing, each of the Parties warrants that it possesses full right and authority to enter into this Agreement.

**OWNER:**

**KEL PROPERTIES, L.L.C.,  
an Illinois limited liability company**

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

**Gregg E. Kunes, its Member**

**VILLAGE:**

**VILLAGE OF ANTIOCH,  
an Illinois Municipal Corporation**

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

**Mayor**

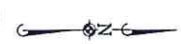
**ATTEST:**

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

**EXHIBIT C-1**

**PLAT OF ANNEXATION AND LEGAL DESCRIPTION OF PROPERTY TO BE  
ANNEXED**

*EXISTING PIN*

[illegible]

AREA TO BE ANNEXED  
100,176 SQ. FT. (2.483 ACRES)

## SURVEYOR'S CERTIFICATE

RE: STANFORD CONCRETE LTD. DO HEREBY CERTIFY THAT WE HAVE READ THE ABOVE DOCUMENT, CONSIDERED THE FACTS AND ACCORDING TO THE POLICY OF STANFORD CONCRETE LTD. THE SUBJECT OF THIS AND THAT THE PAYMENT HEREIN IS A CORRECT REPRESENTATION OF SAID DOCUMENT TO BE AVOIDED.

DATED THIS DAY OF APRIL, A.D. 2006.

DESIGN FIRM PROFESSIONAL REGISTRATION NO.: RAC002500-EXP/RTS APRIL 30, 2017



PROPOSED DEVELOPMENT KUNES COUNTRY FORD OF ANTIOCH  
23145 W ILLINOIS ROUTE 173, ANTIOCH, ILLINOIS  
MAP OF TERRITORY TO BE ANNEXED TO VILLAGE OF ANTIOCH

[illegible]

EXHIBIT







**EXHIBIT C-2**

**PLAT OF SURVEY AND LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED**

### **EXHIBIT C-3**

#### **LEGAL DESCRIPTION FOR ENTIRE DEVELOPMENT PROPERTY**

##### **EXISTING PARCEL**

PARCEL 1: THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 17 AND THE EASTERLY RIGHT OF WAY LINE OF THE SOO LINE RAILROAD; THENCE EAST ON THE NORTH LINE OF SAID SOUTH 1/2 TO THE CENTER LINE OF STATE ROUTE 173; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID ROUTE 173, 894.90 FEET TO THE MOST NORTHERLY CORNER OF PREMISES CONVEYED BY HOMER R. LAPLANT AND FRANCES LAPLANT, HIS WIFE, TO MILDRED A. LAPLANT AND MARY L. DURR BY DEED RECORDED NOVEMBER 3, 1960 AS DOCUMENT 1088396 AND POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTHWESTERLY ALONG THE WESTERLY LINE OF LAND CONVEYED BY SAID DOCUMENT 1088396 A DISTANCE OF 450.0 FEET; THENCE NORTHWESTERLY PARALLEL WITH THE CENTER LINE OF STATE ROUTE 173, A DISTANCE OF 4000 FEET; THENCE NORTHEASTERLY PARALLEL WITH THE WESTERLY LINE OF LANDS CONVEYED BY SAID DOCUMENT 1088396, A DISTANCE OF 450.0 FEET TO THE CENTER LINE OF SAID STATE ROUTE 173; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE 40.00 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHERNMOST CORNER OF LANDS CONVEYED BY DOCUMENT 1304439, SAID POINT BEING IN THE CENTERLINE OF ILLINOIS ROUTE 173; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF ILLINOIS ROUTE 173 A DISTANCE OF 60.0 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 698.0 FEET, THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 161.45 FEET TO THE NORTH LINE OF LANDS CONVEYED BY OSCAR C. STEVENS AND WIFE TO LEVERETT P. BARNES BY WARRANTY DEED DATED JANUARY 14, 1878 AND RECORDED AUGUST 21, 1878 IN BOOK 66 OF DEEDS, PAGE 581; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 455.26 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LANDS CONVEYED BY SAID DOCUMENT 1304439 AS EXTENDED SOUTHWESTERLY, THENCE NORTHEASTERLY ON THE EXTENSION OF THE SOUTHEASTERLY LINE OF LANDS CONVEYED BY SAID DOCUMENT 1304439; A DISTANCE OF 107.23 FEET TO THE SOUTHERNMOST CORNER OF LANDS CONVEYED BY SAID DOCUMENT 1304439; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF LANDS CONVEYED BY SAID DOCUMENT 1304439, A DISTANCE OF 400 FEET TO THE



WESTERNMOST CORNER THEREOF; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF LANDS CONVEYED BY SAID DOCUMENT NO. 1304439, A DISTANCE OF 450.0 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

**104 Route 173, Antioch, Lake County, Illinois 60002 (P.I.N. 02-17-200-020)**

ANNEXATION  
PARCEL

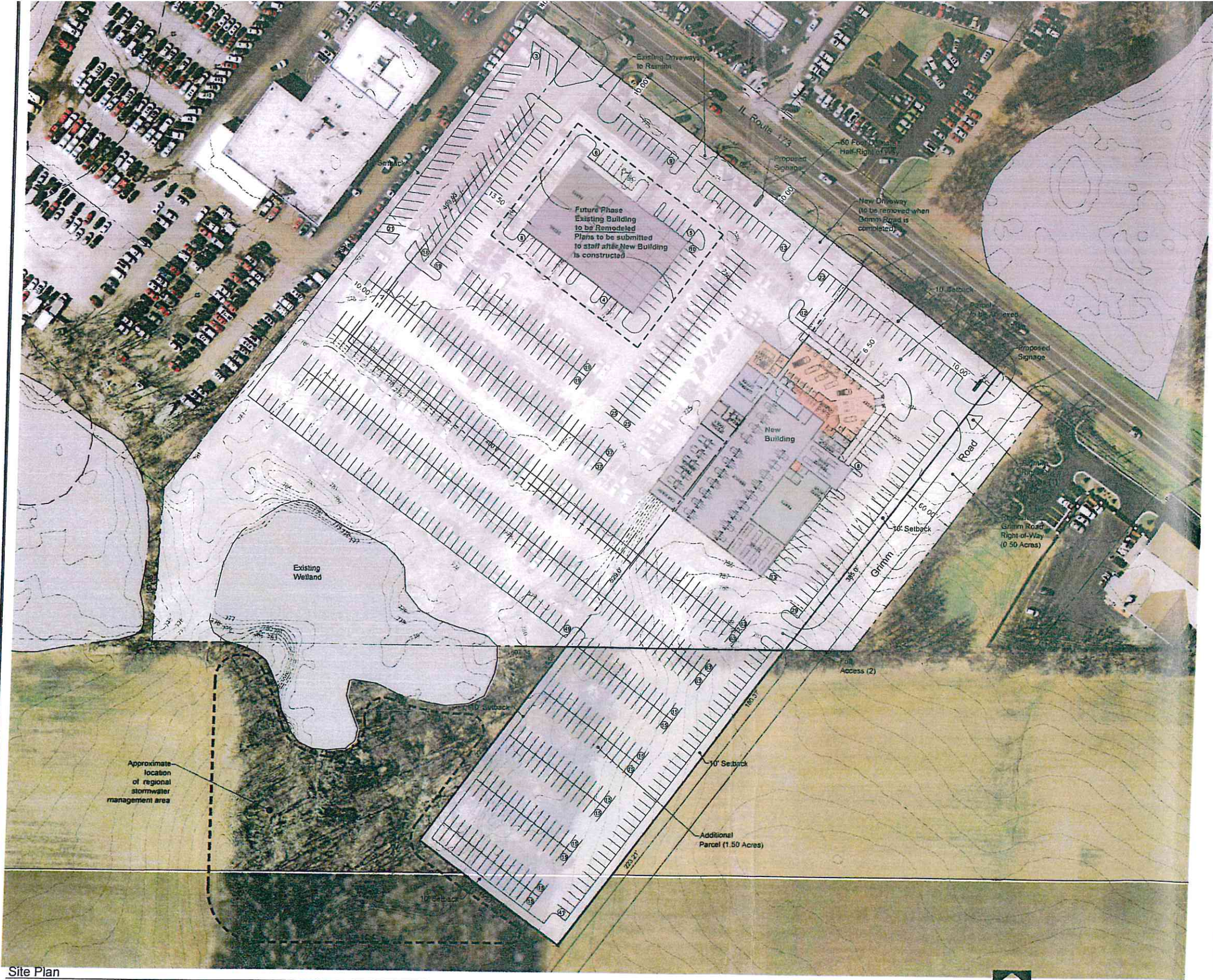
THAT PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOW: COMMENCING AT THE CENTER OF PUBLIC HIGHWAY KNOWN AS STATE ROUTE #173 AND THE SOUTH LINE OF THE NORTH 60 ACRES OF THE SAID NORTHEAST 1/4; THENCE NORTHWESTERLY ALONG THE CENTER LINE, 503 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTHWESTERLY ALONG THE CENTER OF SAID PUBLIC HIGHWAY, 254.68 FEET; THENCE SOUTHWESTERLY (AT RIGHT ANGLES TO THE SOUTH LINE OF THE NORTH 60 ACRES OF SAID NORTHEAST QUARTER); THENCE EAST ALONG THE SOUTH LINE OF NORTH 60 ACRES TO A POINT DUE SOUTHWESTERLY OF THE POINT OF BEGINNING; THENCE NORTHEASTERLY TO THE POINT OF BEGINNING; EXCEPTING THAT PORTION LYING WITHIN ILLINOIS STATE ROUTE 173, ALL IN LAKE COUNTY, ILLINOIS.

**23145 W. Illinois Route 173 (P.I.N. 02-17-200-021)**

**EXHIBIT C-4**

**SITE PLAN**





Site Plan  
Scale:

1" = 50'



<b>Site Data:</b>	
Existing Parcel	7.14 acres
Annexation Parcel	2.54 acres
Additional Parcels	1.50 acres
Total Site	11.18 acres
Proposed Grimm Road Right-of-Way	0.50 acres
Existing Zoning of Existing Parcel	M-1 Limited Manufacturing
Proposed Zoning of Annexation Parcel	M-1 Limited Manufacturing
Total Parking Spaces:	854 Spaces

tabbles®

EXHIBIT

C-4

Manhard CONSULTING LTD.

605 Westside Parkway, Mount Vernon, IL 60056  
Tel: 815.462.0095 Fax: 815.462.0096  
Civil Engineers • Surveyors • Wetland Resources • Environmental Scientists • Landscape Architects • Planners

KUNES COUNTRY DEVELOPMENT  
ANTIOCH, ILLINOIS  
PRELIMINARY SITE PLAN

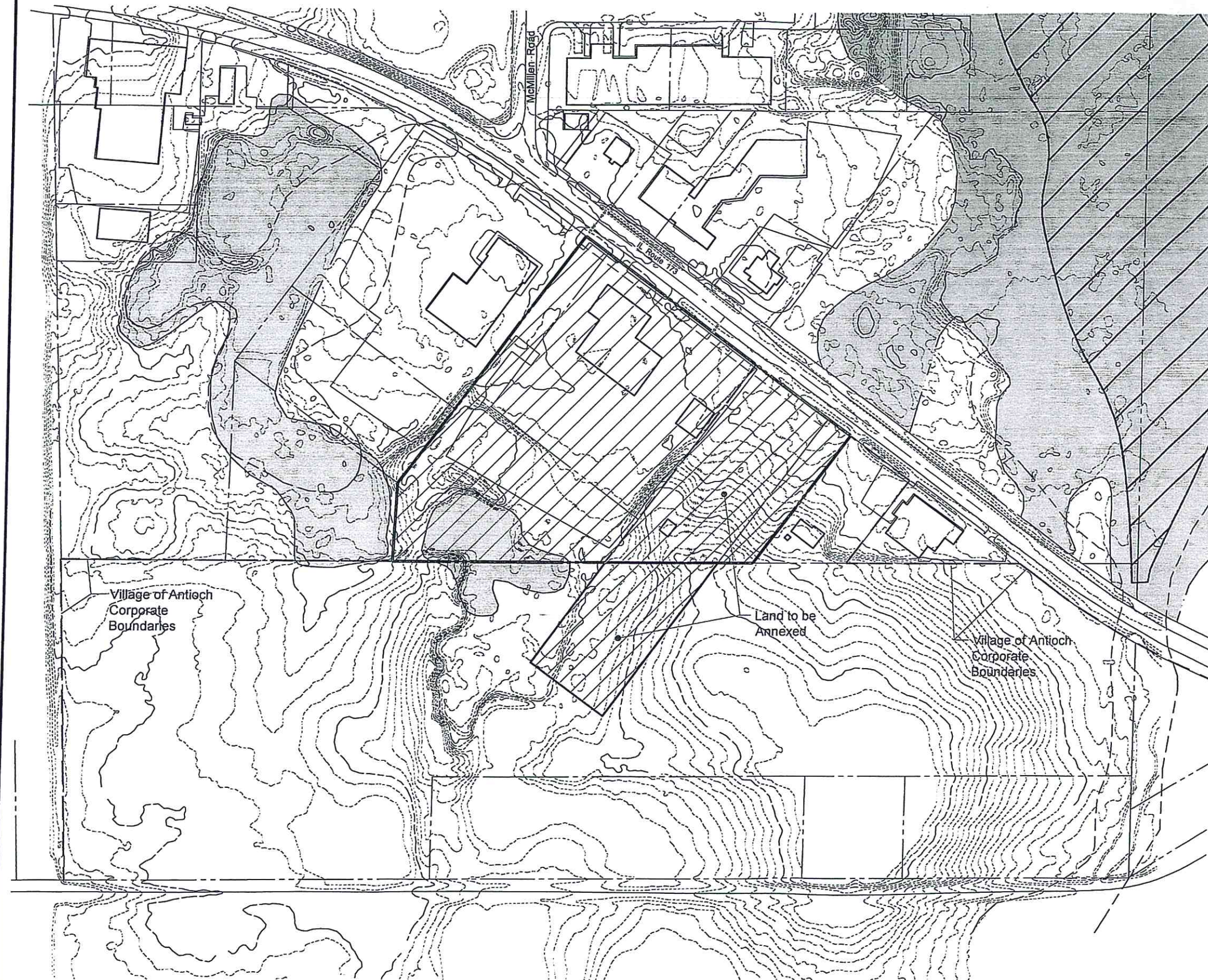
PROJ. MGR. CMC1  
PROJ. ASSOC. CMC1  
DRAWN BY: JBD  
DATE: 9-8-16  
SCALE: 1"=50'  
SHEET  
1 of 1  
KCA.AN1.01

01-10-17 REVISION PER CLIENT COMMENTS  
01-04-17 REVISION PER CLIENT COMMENTS  
12-13-16 REVISION PER CLIENT COMMENTS  
12-17-16 REVISION PER CLIENT COMMENTS  
10-11-16 REVISION PER CLIENT COMMENTS

PENDING



February 2, 2017 10:05 Proj Name: C:\Users\j\OneDrive\Documents\Kunes\Antioch\Antioch IL.dwg User: j\ OneDrive B\ Desktop



Site Plan  
Scale:

1" = 100'



Legend

- Existing Topography
- Wetlands
- Floodplains
- Floodway

KUNES COUNTRY DEVELOPMENT  
ANTIOCH, ILLINOIS  
EXISTING CONDITIONS

PROJECT NO.: CMC1  
PROJECT ASSOC.: CMC1  
DRAWN BY: JSD  
DATE: 10-24-16  
SCALE: 1"=100'  
SHEET  
**1 of 1**  
KCA.AN101

**Manhard CONSULTING LTD.**  
200 Westside Parkway, Vernon Hills, IL 60061  
630.472.6343 ext. 6350 fax 630.472.6350  
www.manhard.com  
Civil Engineers • Surveyors • Wetland & Wetwater Engineers  
Construction Managers • Environmental Scientists • Landscape Architects • Planners

NO.	DATE	DESCRIPTION
1	11-17-16	REVISED PER ANTIPOCH LAND AREA
2	2-2-17	REVISED PER ANTIPOCH LAND AREA

PENDING





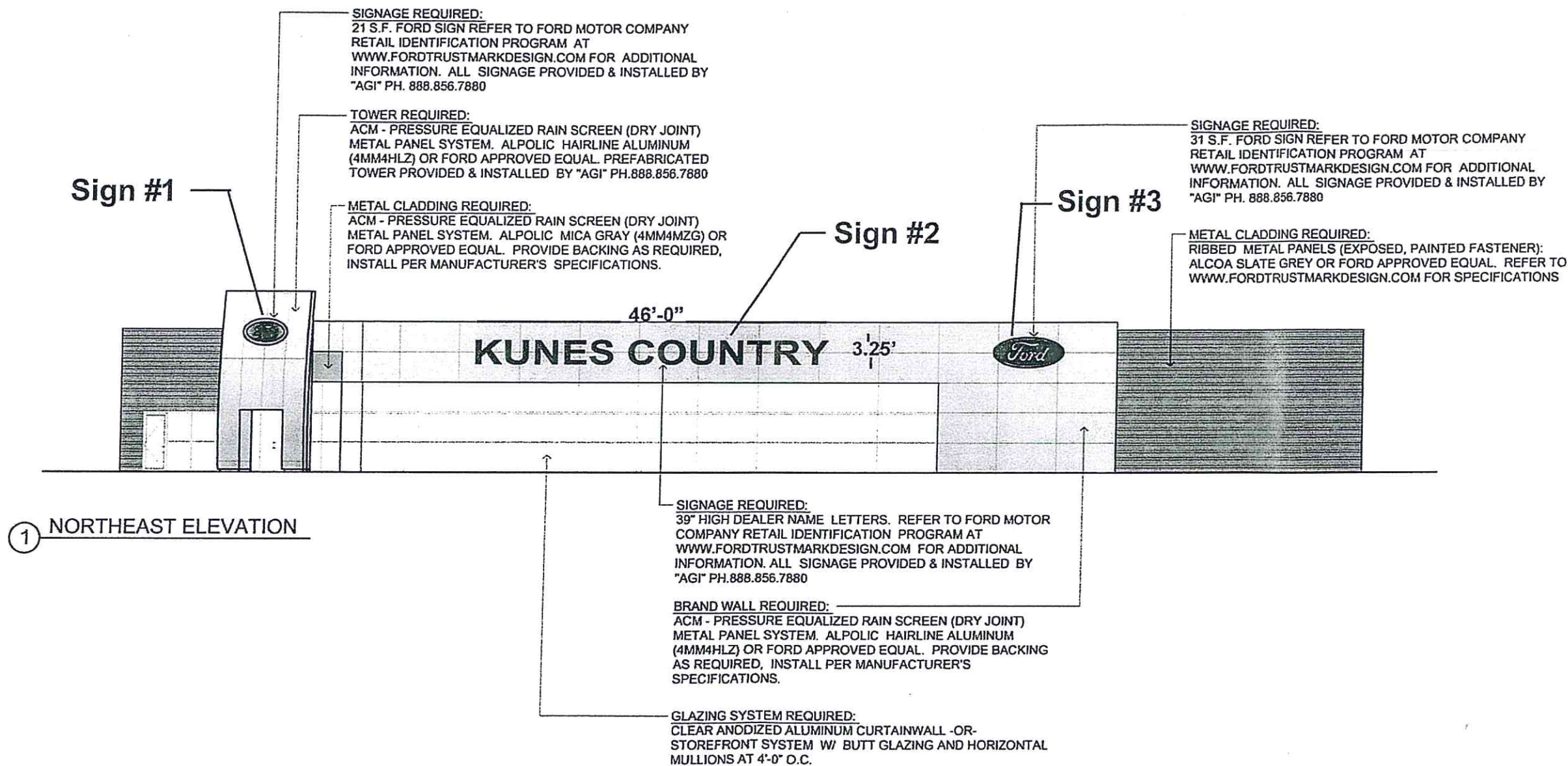












# Kunes Country

## Proposed Front Exterior Elevation

Preliminary Design



LOCAL ARCHITECT TO V.I.F. ALL EXISTING BUILDING CONDITIONS.

A 601

Date:  
01.10.2016

City / State:  
Antioch, IL

ADDITIONAL PROTOTYPICAL DRAWINGS AND  
DETAILS FOR THE FORD TRUSTMARK FACILITY  
DESIGN CAN BE FOUND AT  
[WWW.FORDTRUSTMARKDESIGN.COM](http://WWW.FORDTRUSTMARKDESIGN.COM)



For communication of design intent only. Local architect must review for code compliance.  
These drawings are not suited or intended for construction or fabrication.  
All contents on this sheet are confidential.  
Information and all rights therein are and will remain the property of Ford Motor Company.

Scale:  
1/16" = 1'-0"





BRAND WALL REQUIRED:  
ACM - PRESSURE EQUALIZED RAIN SCREEN (DRY JOINT)  
METAL PANEL SYSTEM. ALPOLIC HAIRLINE ALUMINUM  
(4MM4HLZ) OR FORD APPROVED EQUAL. PROVIDE BACKING  
AS REQUIRED. INSTALL PER MANUFACTURER'S  
SPECIFICATIONS.

METAL CLADDING REQUIRED:  
RIBBED METAL PANELS (EXPOSED, PAINTED FASTENER):  
ALCOA SLATE GREY OR FORD APPROVED EQUAL. REFER TO  
WWW.FORDTRUSTMARKDESIGN.COM FOR SPECIFICATIONS

① NORTHWEST ELEVATION

SIGNAGE REQUIRED:  
19" HIGH SERVICE LETTERS. REFER TO FORD MOTOR  
COMPANY RETAIL IDENTIFICATION PROGRAM AT  
WWW.FORDTRUSTMARKDESIGN.COM FOR ADDITIONAL  
INFORMATION. ALL SIGNAGE PROVIDED & INSTALLED BY  
"AGI" PH.888.856.7880

METAL CLADDING REQUIRED:  
RIBBED METAL PANELS (EXPOSED, PAINTED FASTENER):  
ALCOA SLATE GREY OR FORD APPROVED EQUAL. REFER TO  
WWW.FORDTRUSTMARKDESIGN.COM FOR SPECIFICATIONS

TOWER REQUIRED:  
ACM - PRESSURE EQUALIZED RAIN SCREEN (DRY JOINT)  
METAL PANEL SYSTEM. ALPOLIC HAIRLINE ALUMINUM  
(4MM4HLZ) OR FORD APPROVED EQUAL. PREFABRICATED  
TOWER PROVIDED & INSTALLED BY "AGI" PH.888.856.7880

METAL CLADDING REQUIRED:  
ACM - PRESSURE EQUALIZED RAIN SCREEN (DRY JOINT)  
METAL PANEL SYSTEM. ALPOLIC MICA GRAY (4MM4MZG) OR  
FORD APPROVED EQUAL. PROVIDE BACKING AS REQUIRED.  
INSTALL PER MANUFACTURER'S SPECIFICATIONS.

② SOUTHEAST ELEVATION

Sign #5

Sign #4

GLAZING SYSTEM REQUIRED:  
CLEAR ANODIZED ALUMINUM CURTAINWALL -OR-  
STOREFRONT SYSTEM W/ BUTT GLAZING AND HORIZONTAL  
MULLIONS AT 4'-0" O.C.

SIGNAGE REQUIRED:  
26" HIGH DEALER NAME LETTERS. REFER TO FORD MOTOR  
COMPANY RETAIL IDENTIFICATION PROGRAM AT  
WWW.FORDTRUSTMARKDESIGN.COM FOR ADDITIONAL  
INFORMATION. ALL SIGNAGE PROVIDED & INSTALLED BY  
"AGI" PH.888.856.7880

# Kunes Country

## Proposed Exterior Elevations

Preliminary Design



LOCAL ARCHITECT TO V.I.F. ALL EXISTING BUILDING CONDITIONS.

A 602

Date:  
01.10.2016

City / State:  
Antioch, IL

ADDITIONAL PROTOTYPICAL DRAWINGS AND  
DETAILS FOR THE FORD TRUSTMARK FACILITY  
DESIGN CAN BE FOUND AT  
WWW.FORDTRUSTMARKDESIGN.COM

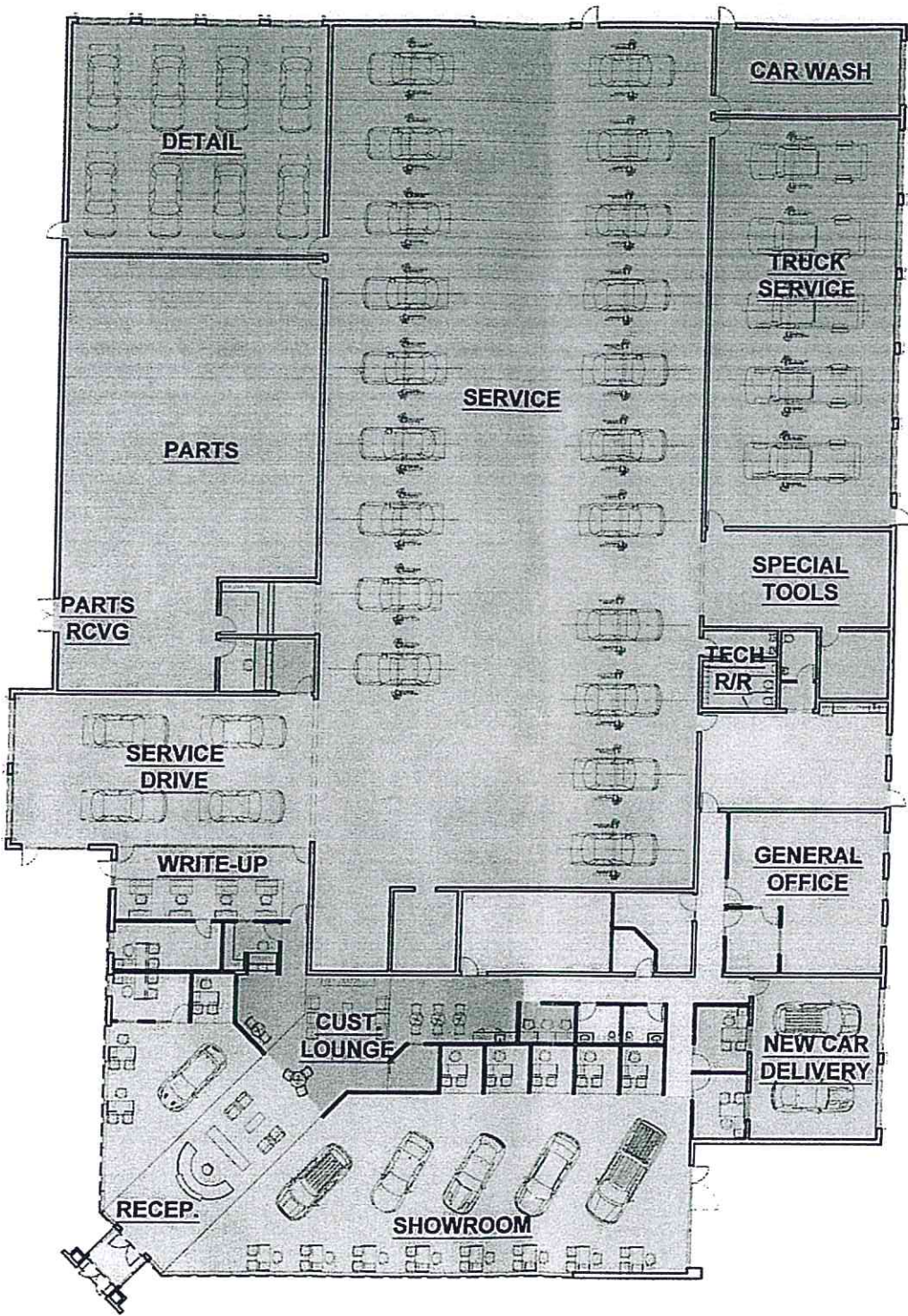


For communication of design intent only. Local architect must review for code compliance.  
These drawings are not suited or intended for construction or fabrication.  
All contents on this sheet are confidential.  
Information and all rights therein are and will remain the property of Ford Motor Company.

Scale:  
1/16" = 1'-0"







WALL LEGEND	
	EXISTING WALL
	PROPOSED WALL
	FRAMELESS GLASS
	CURTAIN WALL

TOTAL FORD PV - 680		
AREA	REQUIRED	PROPOSED
ADMIN	1,370 SF	2,322 SF
BUILDING SUPPORT	1,856 SF	731 SF
CUSTOMER	880 SF	1,311 SF
PARTS	3,876 SF	3,970 SF
SALES	3,936 SF	5,768 SF
SERVICE	11,802 SF	21,270 SF
# OF SERVICE STALLS	18 STALLS	25 + 8 DETAIL STALLS
TOTAL	27,080 SF	35,372 SF

NOTES:  
LOCAL ARCHITECT TO V.I.F. ALL EXISTING BUILDING CONDITIONS  
AND IDENTIFY ANY POTENTIAL ISSUES OF CONCERN WITH FORD  
LAND, IF DESIGN IS EFFECTED.

Kunes Country  
Proposed Overall First Floor Plan

Preliminary Design





Project: Kunes Country Development, Antioch, Illinois  
Drawing: Preliminary Landscape Plan  
Scale: 1" = 50'  
Date: 11/15/17  
Sheet: 1 of 17  
Author: [Redacted]  
Checker: [Redacted]  
Title: Preliminary Landscape Plan

Preliminary Landscape Plan  
Scale:

1" = 50'



### Plant List

Key	Quantity	Name	COMMON Botanical	Size	Comments
<b>Shade Trees</b>					
ACFR	7	AUTUMN BLAZE MAPLE	Acer x freemanii 'Jeffersred'	3" BB	
ACGI	2	FLAME AMUR MAPLE	Acer ginnala 'Flame'	6" BB	
GLTR	3	SKYLINE HONEYLOCUST	Gleditsia triacanthos var. inermis 'Skyline'	3" BB	
GIBI	10	PRINCETON SENTRY GINKGO	Ginkgo biloba 'Princeton Sentry'	3" BB	Male Only
POTR	2	QUAKING ASPEN	Populus tremuloides	3" BB	
PYCA	4	AUTUMN BLAZE PEAR	Pyrus calleryana 'Autumn Blaze'	3" BB	
QURO	3	NORTHERN RED OAK	Quercus rubra borealis	3" BB	
ULCA	6	NEW HORIZON ELM	Ulmus carpinifolia 'New Horizon'	3" BB	
<b>Evergreen Shrubs</b>					
THOC	4	EMERALD GREEN ARBORVITAE	Thuja occidentalis 'Smaragd'	4" BB	
JUM	28	GREEN SARGEANT JUNIPER	Juniperus chinensis sargeantii 'Virens'	24"	Planted 3'-0" on center
<b>Deciduous Shrubs</b>					
ARME	45	Viking BLACK CHOKEBERRY	Aronia melanocarpa 'Viking'	3'	Planted 3'-0" on center
COAP	30	CRANBERRY COTONEASTER	Cotoneaster spiculatus	24"	Planted 3'-0" on center
POFR	40	MCKAY'S WHITE POTENTILLA	Potentilla fruticosa 'McKay's White'	24"	Planted 3'-0" on center
SPBU	50	GOLDFLAME SPIREA	Spiraea bumalda 'Goldflame'	24"	Planted 3'-0" on center
VIDE	27	AUTUMN JAZZ VIBURNUM	Viburnum dentatum 'Ralph Senior'	3'	Planted 3'-0" on center
<b>Flowering Perennials and Grasses</b>					
MSI	25	PURPLE FLAME GRASS	Miscanthus sinensis 'Purpurascens'	#3 Container	Planted 3'-0" on center
SPHE	47	PRAIRIE DROPSEED	Sporobolus heterolepis	#3 Container	Planted 3'-0" on center
RUFU	105	BLACK-EYED SUSAN	Rudbeckia fulgida	#1 Container	Planted 2'-0" on center

Turf Grass Areas

KUNES COUNTRY DEVELOPMENT  
ANTIOCH, ILLINOIS  
PRELIMINARY LANDSCAPE PLAN

1 of 1  
KCA.AN101

PENDING

**Manhard CONSULTING**  
1000 West 10th Street, Suite 100  
Antioch, IL 60011  
Tel: 815.462.2330  
Fax: 815.462.2331  
www.manhardconsulting.com  
Landscape Architecture • Planning • Construction Management • Environmental Science • Water & Wastewater Engineering



**EXHIBIT C-5**

**BUSINESS INCENTIVE AGREEMENT**



## ECONOMIC INCENTIVE AGREEMENT

**This Economic Development Incentive Agreement** ("Agreement") is made to be effective as of this \_\_\_\_ day of June 2017 ("Effective Date") by and between the Village of Antioch, Illinois, an Illinois municipal corporation (Village), KEL PROPERTIES, LLC, an Illinois limited liability company ("Developer"), and KUNES COUNTRY FORD OF ANTIOCH, INC., an Illinois corporation ("Dealer").

**WHEREAS**, in accordance with Section 65 ILCS 5/8-11-20, the Village of Antioch finds that the following Incentive Agreements meets the following findings:

**WHEREAS**, the proposed relocation and expansion of the Dealer's existing Ford dealership to the subject property will increase the existing commercial tax base adjacent to the subject site and adjacent to the aforesaid property:

**WHEREAS**, the proposed relocation and expansion of the Dealer's Ford dealership will assist in the commercial tax base for the Village:

**WHEREAS**, the proposed expansion and relocation of the Dealer's Ford dealership will provide new economic investment to the Route 173 corridor and will assist in the Village's ability to attract new commercial development to the corridor:

**WHEREAS**, the Village has determined that it is in the best interest of the Village to provide an economic incentive to Developer and/or the Dealer to induce the development because it will generate substantial new revenue, enhance the Village's tax base, create new jobs, strengthen and stimulate additional business development:

**WHEREAS**, without the economic incentive provided herein, this development would not be feasible; and

**WHEREAS**, the City has determined it is in the public interest to enter into an economic incentive agreement with the Developer and Dealer that commits the Village to rebate sales tax revenues to the Dealer up to \$1,750,000.00 over a period of twenty-five (25) years.

**NOW THEREFORE**, in consideration of the promises and mutual covenants contained herein, and pursuant to Section 8-11-20 of the Illinois Municipal Code, it is hereby agreed as follows:



## **SECTION 1. INCORPORATION OF RECITALS**

The above recitals and the defined terms contained therein are an integral part of this Agreement and are incorporated by reference into this Agreement. This Agreement shall be interpreted in light of such recitals.

## **SECTION 2. DEFINITIONS**

**Dealer:** KUNES COUNTRY FORD OF ANTIOCH, INC., an Illinois corporation.

**Developer:** KEL PROPERTIES, LLC, an Illinois limited liability company.

**Development Project:** A preliminary concept for a potential 35,372 square foot auto dealership on approximately 11.18 acres located on Route 173, west of the newly aligned Grimm Road. Exhibit B.

**Sales Tax Revenue:** The Sales Tax Revenue shall be the revenue received by the Village of Antioch from the State of Illinois, such revenue being commonly referred to as "municipal sales tax revenue" or "sales tax revenue" from transactions subject to taxation at the Development Project pursuant to the Illinois Retailers Occupation Tax Act, 35 ILCS 120/1 et seq.

**Tax Rebate Limit:** The maximum Tax Rebate Limit shall be \$1,750,000.00

**Tax Rebate Term:** The Tax Rebate Term shall be for a period of twenty-five (25) years commencing from the date of occupancy of the new approximate 35,372 square foot dealership for the Dealer's Ford or dealership expansion as approved by the Village Board of Antioch.

## **2. General Terms:**

a) Developer, after receipt of the promises and inducements contained herein, agrees to construct or expand, as the case may be, on Dealer's existing Ford dealership in accordance with any approved Site Plan by the Village of Antioch. In addition, the architecture, building, zoning, sign requirements and landscape plans for the Property must be submitted to and approved by the Village. The Village agrees to expeditiously review the site plan to be submitted no later than the date of this Agreement. The Redevelopment Project shall be constructed substantially in accordance with the plans and specifications approved by the Village. The Redevelopment Project described in this paragraph must be completed no later than December 31, 2019.

b) For purposes of this Agreement, the use of the terms "sales tax" and "sales tax revenue" shall be construed to refer to that net portion of taxes imposed by the State of Illinois for distribution to the Village pursuant to the Retailers' Occupation Tax Act and the Service Occupation Tax Act (as said Acts may be amended from time to time) and which are collected by the State and



distributed to the Village, and all revenue derived from such taxes. It is expressly understood that if a governmental or legislative body other than the Village enacts any law or statute which results in or which may result in any material changes or amendments to the foregoing sales tax provisions, which changes or amendments prohibit the Village from complying with this Agreement or which adversely affect the Village's ability to comply herewith, then the parties, shall reevaluate this Agreement and the incentives provided hereunder and may mutually agree to restructure the Agreement. If a restructured agreement cannot be agreed to by both parties within a reasonable period of time not more than sixty (60) days from the effective date of the law or statute which has materially affected the Village's compliance herewith, then this Agreement shall automatically terminate releasing both parties from their obligations hereunder.

c) For purposes of this Agreement, the incentives and inducements set forth herein shall apply only to the Dealer, and the Redevelopment Project. It is expressly understood that this Agreement shall not apply to any automobile sales that may occur on the Property or any other property owned by the Dealer or Developer prior to execution of the aforesaid agreement.

d) In the event that all terms and conditions set forth in this Agreement are satisfactorily met by Developer, including the construction, development and operation of the dealership on the property, the Village hereby agrees to pay the Dealer, certain sales tax rebates ("Incentive Payments") by yearly installments over a maximum period of twenty-five (25) years (the "Incentive Period") as follows, subject however to the following conditions and restrictions:

1) It is understood that each Incentive Payment will be due and payable solely from the proceeds of sales tax revenue received by the Village from the dealership on the Property.

2) It is acknowledged and understood by and between the parties hereto that the Village receives sales tax revenue monthly, and that the taxes generated by sales in any one month are distributed to the Village approximately three months later (e.g. taxes generated by sales in July are generally not received by the Village until October).

3) The initial payment year (hereinafter referred to as the "Initial Payment Year") shall commence on March 1, 2020 or within three months of the opening of the showroom, for business, whichever, occurs first.

4) The incentive base for the Initial Payment Year and for each Subsequent Incentive Year shall be taxable retail sales equal \$30,185,628.00 (hereinafter referred to as the "Incentive Base"). The Incentive Base shall reset to zero each January 1st that this Agreement is in effect. For the Initial Payment Year and each Subsequent Incentive Year, the Village shall be entitled to all the sales tax revenue received from the dealership on retail sales up to the Incentive Base; once the incentive base has been reached, the Dealer shall be entitled to Incentive Payments equal to a percentage of sales tax revenue, as per Exhibit A to this agreement, if any, received from the Dealer on retail sales that exceeds the Incentive Base with a maximum payment of \$1,750,000.00 over the duration of this agreement. This incentive agreement shall be in effect for a period of twenty-five (25) years from the date of execution this agreement.



e) The Incentive Payments shall be computed at the close of each calendar year by the Village as provided herein. Within 120 days after Sales Tax Year, the Village shall pay the applicable Sales Tax Rebate for that portion of the particular Sales Tax Year to the Dealer, based on the Illinois Department of Revenue. If, for any reason the State of Illinois fails to distribute the Municipal Sales Tax Revenue to the Village in sufficient time for the Village to make annual payments, the Village shall provide notice of that fact to Dealer. In that event, the Village shall make the required Sales Tax Rebate payment within 60 days after the date on which the Village actually receives the Municipal Sales Tax Revenue due the Village for the applicable payment period. To the extent necessary as determined by the Village, the parties agree that the Village may require the Dealer to submit such specified financial statements and copies of the applicable State of Illinois Tax Reports as are deemed necessary to verify the amount of sales tax generated by the Dealer's Ford dealership. The Dealer shall sign a release authorizing the State of Illinois to issue the reports to the Village.

f) It is understood that if the Developer has not completed all of the improvements described in Paragraph 2 (a) by December 31, 2019, it shall forfeit the incentive payment for calendar year 2019 and for any calendar year thereafter until the improvements are completed, as the case may be.

1) **Disclosure:** The Dealer shall execute and provide the Village with a power of attorney letter (or other necessary document), in form and content reasonably acceptable to the Village Attorney, which letter shall be addressed to the Illinois Department of Revenue and shall authorize the Illinois Department of Revenue to release any and all gross revenue and sales tax information on a monthly basis with respect to the operation of the Dealer's Ford dealership on the Property to the Village during the Incentive Period. In addition to said letter, Dealer shall prepare and submit such other or additional forms as may be required from time to time by the Illinois Department of Revenue in order to release such information to the Village. Finally, in the event that the sales tax revenue information is not released by the State due to the failure of Dealer to execute the necessary authorization and/or release, the Village shall not be required to make any of the incentive payments provided for in this Agreement.

2) **Construction of Dealership:** Developer shall submit plans for the proposed development on or before the date of this Agreement, and shall not cause or permit the existence of any violation of Village ordinances, including but not limited to the Village's building code, zoning ordinances, fire code and any and all rules and regulations thereunder. Developer shall have completed construction of the Redevelopment Project and shall have begun operations and sales from the Dealership on or before December 31, 2019. Developer reserves the right to submit a revised site plan for this site prior to the issuance of any building permit, which shall be subject only to review and approval by the Village Board of Antioch.

If the conditions of this Section are not met, due solely to the fault of Developer or Dealer this Agreement shall be declared null, void and of no legal effect.



**3) Commitment to Continue Dealership:** The parties agree that all Incentive Payments are based in part upon: 1) a commitment by the Dealer to continue operation of its Ford Dealership, or an equivalent dealership, on the Property for a period of not less than ten (10) years from the effective date of this Agreement and; 2) a scheduled reimbursement of such incentive payments, if the terms of this commitment are not fulfilled. To that end, the Dealer agrees to continue the operation of a new car dealership(s) on the Property and shall continue to offer automotive sales with the point of sale being Village of Antioch for ten (10) years from the effective date of this Agreement. If, at any time during this time period, the Dealer, or a successor, fails to offer automotive sales of new automobiles on the Property or in Antioch, then the Village shall be released and discharged from any further obligation to make payments under this Agreement, and the Dealer or its successors shall reimburse the Village in accordance with Section 4 of this Agreement. The failure to meet this commitment is not a breach, but rather a foreseeable event for which the offsetting terms have been agreed to in Section 4 of this Agreement.

**4) Reimbursement:** In the event Dealer, or any approved successor, fails to continue the Dealership on the Property as provided in this Agreement, Dealer, or such approved successor, shall reimburse to the Village within seventy-five (75) days of receipt of a written demand from the Village specifying the amount of the reimbursement all or a portion of the Incentive Payments paid hereunder according to the following schedule:

If said event occurs during:

- \* Year one through five - One hundred percent (100%) of the Incentive Payment
- \* Year six through ten - seventy-five percent (75%) of the Incentive Payment
- \* Year eleven through fifteen - fifty percent (50%) of the Incentive Payment
- \* Year sixteen through twenty-five - twenty-five percent (25%) of the Incentive Payment

After the expiration of a seventy-five (75) day written demand by the Village to Dealer, or its successors, specifying the amount due, the Village may, in its sole discretion, pursue any and all available legal remedies to recover said monies, including, without limitation, an action in law or in equity to recover the amounts owed. In the event that at any time during the Terms of this Agreement, under the condition; The Taxpayer is required to refund to the Village the entire amount of the Sales Tax Rebate received by the taxpayer prior to the date of the closure, then to secure the refund, this agreement shall be recorded against the property, with the consent of the lender (if applicable) or provisions shall be made for such alternative forms of security as mutually agreed upon.

The Dealer shall provide the Village with no less than 60 day written notice prior to any abandonment, closure, or termination of the use of the property for the Dealership.



**5) Limitation of Actions:** No recourse under or upon any obligation, covenant or agreement of this Agreement or for any claim based thereon or otherwise in respect thereof shall be had against the Village, its officers, agents and employees, in any amount or in excess of any specific sum agreed by the Village to be paid to Developer and/or Dealer hereunder, subject to the terms and conditions herein, and no liability, right or claim at law or in equity shall attach to, or shall be incurred by the Village, its officers, agents and employees in excess of such amounts, and all and any such rights or claims of Dealer, against the Village, its officers, directors, agents and employees are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. Notwithstanding any other provision of the Agreement to the contrary, the Village obligation to pay the sales tax rebate payment shall not be a general debt of the Village or charge against its general credit or taxing powers, but shall be a special limited obligation payable solely out of the municipal share of the Municipal Sales Tax received by the Village. The taxpayer shall have no right to, and agrees that it shall not compel any exercise of the taxing power of the Village to pay the sales tax rebates payments, and no execution of any claim, demand, cause of action or judgment shall be levied upon or collected from the general credit, general funds or other property of the Village. No recourse shall be had for any payment pursuant to this agreement against any past, present, or future director, member, elected or appointed officer, official agent, representative, employee, or attorney of the Village in his or her capacity.

**6) Assignments:** Developer and Dealer shall not assign this Agreement to any person or entity without the prior written consent of the Village, said consent not to be unreasonably withheld. No such assignment shall be effective, even if consented to by the Village, unless and until the Assignee acknowledges in writing to the Village that the obligations of the Village to Developer and Dealer, or any assignee hereunder, are contingent upon certain obligations on the part of Dealer and Developer, which such Assignee is willing to assume.

**7) Breach:** In the event of breach of any of the terms and conditions of the Agreement, the non-breaching party shall have the right to terminate this Agreement, which will not relieve the breaching party from performance. In addition, the non-breaching party shall have the right, by any action or proceeding at law or in equity, to secure the specific performance of the covenants and agreements herein contained, and may be awarded damages or failure of performance, or both. The foregoing rights and remedies shall be cumulative and exclusive. Nothing herein shall modify, limit or abrogate any right of the Village to a refund as provided under Section four of this Agreement.

To assure that any potential heir, successor, or permitted assign or successor owner has notice of this Agreement and the obligations created by it, the Taxpayer agrees:

(i) That this Agreement shall be recorded with the Lake County Recorder of Deed's Office.

(ii) To require, prior to the transfer of a legal or beneficial interest in all or any portion of the Dealership, the transferee to execute an enforceable transferee assumption agreement in a form acceptable to the Village's Corporation Counsel ("Transferee Assumption Agreement"). The



Village agrees that, upon a successor becoming bound to the personal obligation created in this Agreement in the manner provided, the personal liability of the Taxpayer or other predecessor obligor shall be released to the extent of the transferee's assumption of liability. The Taxpayer agrees to notify the Village in writing at least 30 days prior to the date on which the Taxpayer proposes to transfer a legal or beneficial interest in all or any portion of the dealership to a transferee. The Taxpayer shall, at the same time, provide the Village with a fully executed copy of the Transferee Assumption Agreement.

8) **Amendments:** This Agreement sets forth all the promises, inducements, agreements, conditions and understandings by and between the parties relative to the subject matter hereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than those expressly set forth herein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with the law and reduced in writing and signed by them.

9) **Time:** Time is of the essence under this Agreement and all time limits set forth herein are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the party excusing such timely performance.

10) **Notices:** Any notices required in this Agreement shall be effective when in writing and upon mailing by certified mail return receipt requested, or by delivering the same in person or to an officer of such party or by prepaid telegram or private overnight courier, when appropriate, addressed to the party to be notified. All notices to Village of Antioch shall be sent to:

VILLAGE OF ANTIOCH

874 Main Street

Antioch, Illinois 60002

All notices to the Developer and Dealer shall be sent to:

KUNES COUNTRY FORD

Attn: Gregg Kunes

104 W. Route 173

Antioch, Illinois 60002

With a Copy to:

Joseph S. Kayne

Hardt, Stern & Kayne, P.C.

2610 Lake Cook Road, #200

Riverwoods, Illinois 60015

11) **Exhibits:** Exhibits attached herein are hereby incorporated in and made a part of this Agreement.

12) **No Discrimination:** Developer and Dealer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Sec. 12101 et. seq.

13) **Previous Agreements:** Any and all previous agreements related to the Property shall be declared null and void.

14) **Jurisdiction:** This Agreement shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Agreement shall be the appropriate state or federal court located within the State of Illinois.

15) **Waiver:** A waiver of any part of this Agreement shall be limited to that specific event and shall not be a waiver of the entire Agreement.

***SIGNATURE PAGE FOLLOWS***



WITNESS their hands and seals the day and year first above written.

**KEL PROPERTIES, L.L.C.**

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

Gregg E. Kunes, its Sole Member

**KUNES COUNTRY FORD OF ANTIOCH, INC.**

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

Gregg E. Kunes, its President

WITNESS their hands and seals the day and year first above written. THE VILLAGE OF  
ANTIOCH, ILLINOIS, an Illinois Municipal Corporation

By \_\_\_\_\_  
Mayor

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

**SCHEDULE A:**

Incentive Payments shall be distributed as follows:

Year One: 90% of sales above Incremental Base shall be distributed to Dealer.  
Year Two: 80% of sales above Incremental Base shall be distributed to Dealer.  
Year Three: 70% of sales above Incremental Base shall be distributed to Dealer.  
Year Four: 60% of sales above Incremental Base shall be distributed to Dealer.  
Year Five through Twenty-Five: 50% of sales above Incremental Base shall be distributed to Dealer until sales tax cap of \$1,750,000.00 is met.







**EXHIBIT C-6**

**VILLAGE PARCEL TO BE CONVEYED**







**EXHIBIT C-7**

**STORMWATER MANAGEMENT AREA**



