

VILLAGE OF ANTIOCH

ORDINANCE NO. 17-07-24

***AN ORDINANCE ANNEXING and APPROVING AN ANNEXATION
AGREEMENT FOR SKIPPER BUDS***

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES

OF THE

VILLAGE OF ANTIOCH, ILLINOIS

ON

July 10, 2017

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

LAWRENCE M. HANSON

President

MARY C. DOMINIAK

Trustee

LORI K. ROMINE

Clerk

JERRY T. JOHNSON

Trustee

JAY JOZWIAK

Trustee

ED MACEK

Trustee

ROBERT J. LONG

Attorney

SCOTT A. PIERCE

Trustee

TED P. POULOS

Trustee

ORDINANCE NO. 17-07-24

AN ORDINANCE ANNEXING and APPROVING AN ANNEXATION AGREEMENT FOR SKIPPER BUDS

WHEREAS, Gran Kidz Inc, Terry H. Upton, and Skipper Real Estate Holding, Inc are the record owners of a parcel of real property commonly known as 24891 W. 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 B-3 (Business Service and Wholesale District), and is consistent with the existing commercial zoning of a portion of the owners property

WHEREAS, the Petitioners seek to annex their property and have it designated as being within the Village's B-3 (Business Service and Wholesale 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 marina along with a future retail development;

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 B-3 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: 17-07-24** entitled ***“AN ORDINANCE ANNEXING CERTAIN PROPERTY COMMONLY KNOWN AS SKIPPER BUDS INTO THE VILLAGE OF ANTIOCH”*** which provided by its terms that it should be published in pamphlet form.

The pamphlet form of **Ordinance No. 17-07-24** 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 12th day of July 2017.

Lori K. Romine
Lori K. Romine, Village Clerk



Exhibit “A” Legal Description

Exhibit A

Parcel 1:

Lots 1 through 4 of California Ice & Coal, Co.'s Lake Marie Sub-division, recorded October 30, 1923 as document 231690, in book "M" of plats, page 36 of the southeast quarter (except the E. 360 feet thereof) and of the E. 231 feet of the Southwest quarter of Section 12, Township 46 North, Range 9, East of the Third Principal Meridian in Lake County, Illinois. Containing 0.6 acres, more or less.

PIN No. 01-12-416-199
 01-12-416-200
 01-12-416-201
 01-12-416-202

Parcel 2:

Lots 5 and 6 of California Ice & Coal, Co.'s Lake Marie Sub-division, recorded October 30, 1923 as document number 231690, in book "M" of plats, page 36 of the southeast quarter (except the E. 360 feet thereof) and of the E. 231 feet of the Southwest quarter of Section 12, Township 46 North, Range 9, East of the Third Principal Meridian in Lake County, Illinois. Containing 0.35 acres, more or less.

PIN No. 01-12-416-203
 01-12-416-204

Parcel 3:

Lot 1 in Plantation Sub-Division being a Sub-Division of Part of Section 12, Township 46 North., Range 9, East of the Third Principal Meridian, and Section 7, Township 46, North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded Mary 13, 1958 as document 989779 in book 1620 of records, page 296 in Lake County, Illinois. Containing 1.1 acres, more or less.

PIN No. 01-12-416-218

Parcel 4:

That part of the West Half of the Southwest Quarter of Section 7, Township 46 North, Range 10 East of the Third Principal Meridian, described as follows:

commencing at the Northwest Corner of the Southwest Quarter of the Southwest Quarter, thence South 330 feet along the West Line, thence East 130 feet, thence North 379.7 feet to the South right of way of route 173, thence Northwesterly along said right of way 134 feet to the West Line of said quarter Section, thence South 82.6 feet to the point of beginning.

PIN No. 02-07-300-015

Parcel 5:

That part of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 7, Township 46 North, Range 10, East of the Third Principal Meridian, described as follows, to-wit: Commencing at the Northwest corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 7, thence South along the West line of said Section 7, 330 feet, Thence East parallel with the North line of said $\frac{1}{4}$ Section, 130 feet, Thence North parallel with the said west line of Section 7, 379.7 feet to the Southerly line of Channel Lake Road (State Route 173), Thence Northwesterly along the Southerly Right Of Way line, 134 feet to the West line of said Section 7, Thence South along the said West line of Section 7, 82.6 feet to the place of beginning (Except that part thereof falling in the California Ice Company's spur as was conveyed by John J. Morley and wife, be deed dated February 13, 1907 and recorded February 13, 1907 as document 110511, the plat of which is recorded in Book "G" of Plats, Page 64), in Lake County, Illinois.
Containing 1.08 acres, more or less.

PIN No. 02-07-300-16

Exhibit “B” Annexation Agreement

ANNEXATION AGREEMENT

FOR

Skipper Bud's
(Development Name)

Revision Date: _____

THIS ANNEXATION AGREEMENT is entered into this 14th day of August, 2017, by and between the Village of Antioch, an Illinois municipal corporation (hereinafter referred to as "VILLAGE"), and Gran Kidz Inc., Terry H. Upton, and Skipper Real Estate Holdings, Inc (hereinafter collectively referred to as "OWNER"), and Skipper Real Estate Holdings, Inc. (hereinafter referred to as "DEVELOPER") for all the property described in 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 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 Planned Unit Development Zoned B3.

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 Concept Development Plan B, which are marked "Exhibit B," 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_____. 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 a contribution 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 4.22 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
1 P.E.	2,962.00

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_____.

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.

Owner and Developer agree that there shall be a unified architectural design for the development of the subject property.

17. VARIANCES.

Variances will be necessary to develop the subject property, as set forth and described in Exhibit C which is attached and made a part of this agreement.

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 property. 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, or the OWNERS:

Grand Kidz, Inc. Terry H. Upton
P.O. Box 899 P.O. Box 899
Antioch IL 60002 Antioch IL 60002

Skipper Real Estate Holdings Inc.
215 Northpoint Dr.
Winthrop Harbor IL 60096

With copies to:

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

OWNERS:


Skipper Real Estate Holdings, Inc.

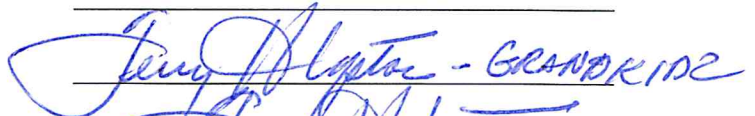
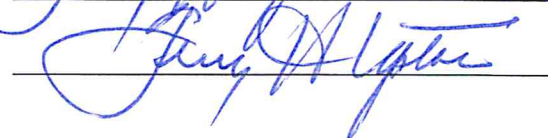

Terry H. Upton - GRANDKIDZ

Terry H. Upton

Exhibit A

Parcel 1:

Lots 1 through 4 of California Ice & Coal, Co.'s Lake Marie Sub-division, recorded October 30, 1923 as document 231690, in book "M" of plats, page 36 of the southeast quarter (except the E. 360 feet thereof) and of the E. 231 feet of the Southwest quarter of Section 12, Township 46 North, Range 9, East of the Third Principal Meridian in Lake County, Illinois. Containing 0.6 acres, more or less.

PIN No. 01-12-416-199
 01-12-416-200
 01-12-416-201
 01-12-416-202

Parcel 2:

Lots 5 and 6 of California Ice & Coal, Co.'s Lake Marie Sub-division, recorded October 30, 1923 as document number 231690, in book "M" of plats, page 36 of the southeast quarter (except the E. 360 feet thereof) and of the E. 231 feet of the Southwest quarter of Section 12, Township 46 North, Range 9, East of the Third Principal Meridian in Lake County, Illinois. Containing 0.35 acres, more or less.

PIN No. 01-12-416-203
 01-12-416-204

Parcel 3:

Lot 1 in Plantation Sub-Division being a Sub-Division of Part of Section 12, Township 46 North., Range 9, East of the Third Principal Meridian, and Section 7, Township 46, North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded Mary 13, 1958 as document 989779 in book 1620 of records, page 296 in Lake County, Illinois. Containing 1.1 acres, more or less.

PIN No. 01-12-416-218

Parcel 4:

That part of the West Half of the Southwest Quarter of Section 7, Township 46 North, Range 10 East of the Third Principal Meridian, described as follows:

commencing at the Northwest Corner of the Southwest Quarter of the Southwest Quarter, thence South 330 feet along the West Line, thence East 130 feet, thence North 379.7 feet to the South right of way of route 173, thence Northwesterly along said right of way 134 feet to the West Line of said quarter Section, thence South 82.6 feet to the point of beginning.

PIN No. 02-07-300-015

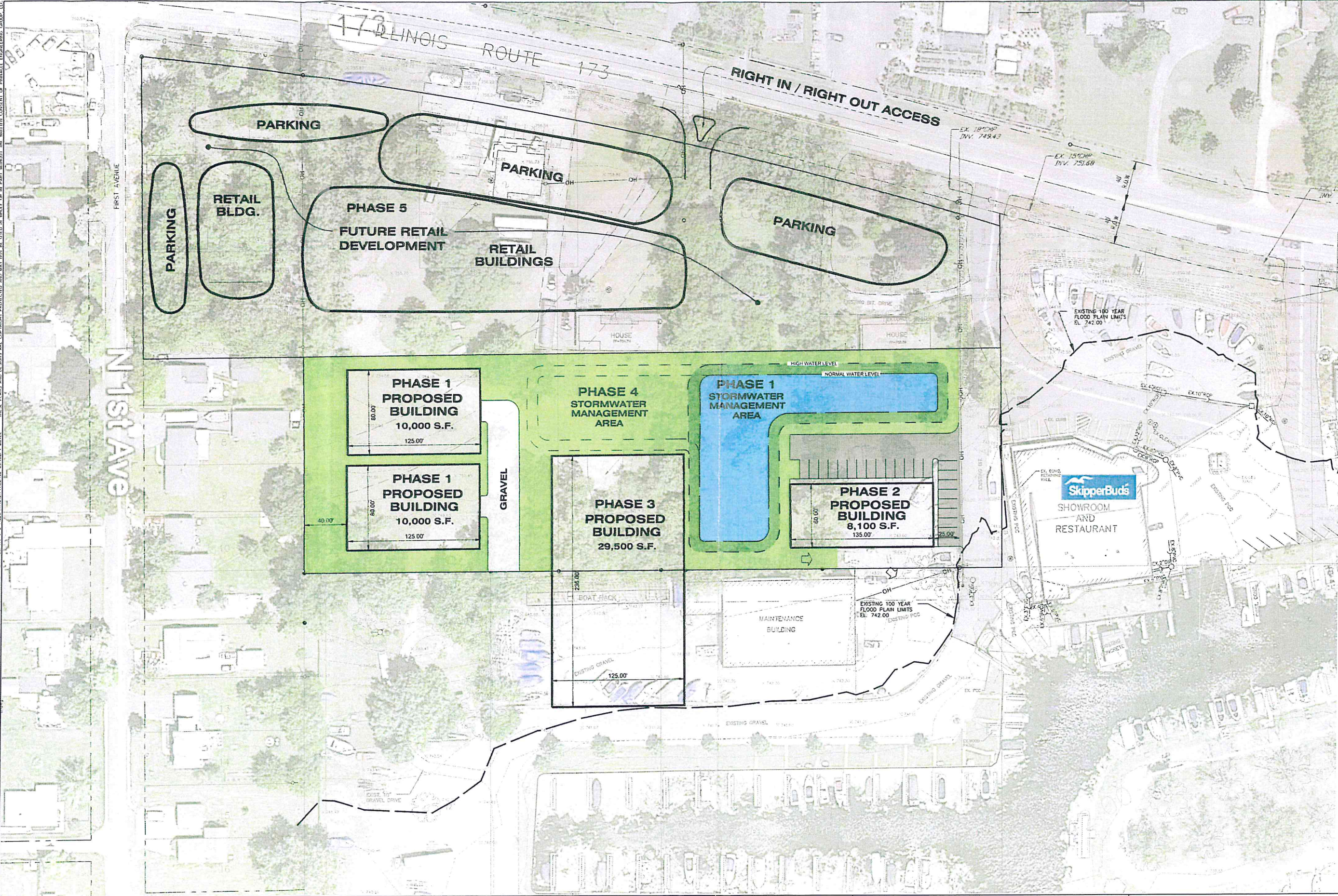
Parcel 5:

That part of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 7, Township 46 North, Range 10, East of the Third Principal Meridian, described as follows, to-wit: Commencing at the Northwest corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 7, thence South along the West line of said Section 7, 330 feet, Thence East parallel with the North line of said $\frac{1}{4}$ Section, 130 feet, Thence North parallel with the said west line of Section 7, 379.7 feet to the Southerly line of Channel Lake Road (State Route 173), Thence Northwesterly along the Southerly Right Of Way line, 134 feet to the West line of said Section 7, Thence South along the said West line of Section 7, 82.6 feet to the place of beginning (Except that part thereof falling in the California Ice Company's spur as was conveyed by John J. Morley and wife, be deed dated February 13, 1907 and recorded February 13, 1907 as document 110511, the plat of which is recorded in Book "G" of Plats, Page 64), in Lake County, Illinois.
Containing 1.08 acres, more or less.

PIN No. 02-07-300-16

Exhibit B

2/24/2017 10:13 AM - 2: V:\projects\2017\04-00-ILL-132 - ENGINEERING CAD FILES\MASTER\WILSON CONCEPT LEVEL THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC
REVIEWED: BJS
DESIGNED: DAT
CREATED: DAT



**PINNACLE ENGINEERING GROUP**
ENGINEERING | NATURAL RESOURCES | SURVEYING

PLAN | DESIGN | DELIVER
www.pinnacle-engr.com

CHICAGO OFFICE:
1051 E. MAIN ST., SUITE 217
EAST DUNDEE, IL 60118
(847) 551-5300
CHICAGO | ILL. | NATURAL RESOURCES | SURVEYING

SKIPPERBUD'S
24901 W. ILLINOIS ROUTE 173
ANTIOCH, ILLINOIS

REVISIONS	

CONCEPT DEVELOPMENT
PLAN B

FIG. NO. 2314.0021L
REG. NO. 02/22/12
SCALE 1" = 40'

SHEET
C-2
OF
C-2

Exhibit C

1. The Village agrees that the following paragraphs of the Annexation agreement are either not applicable to the subject property or are waived by agreement of the parties: 4, 6, 9, 11, 12, 13, 14, and 21.
2. The Village agrees to enact ordinances granting a variance for the subject property from Village ordinance 10-9-5-2(C)(1)(a), allowing developer to build the agreed to structures with metal walls.
3. The Village agrees to enact ordinances granting a variance for the subject property from Village ordinance 10-13-9(c)(1), allowing a landscape buffer adjacent to a residence to be a minimum of 25 feet.
4. The Village agrees to enact ordinances granting a variance for the subject property from Village ordinance 10-13-9(a)(1), allowing a landscape buffer adjacent to arterial or collection roads to be a minimum of 25 feet.
5. The Village agrees to enact ordinances granting a variance for the subject property from Village ordinance 10-13-8-1(F)(1), allowing a drive through facility to be a minimum of 50 feet from the closest residential structure with a landscape setback of 10 feet.
6. The Village agrees that future proposals for the subject property may exceed height for commercial buildings.
7. The Village agrees to grant the subject property a special use for drive through facilities.
8. The Village agrees to grant the subject property a special use under 10-6C-2 for “New and used boat sales, along with the operation of a commercial marina with docking and gas facilities, boat repair, painting and boat storage and all necessary and proper ancillary use to the marina business.”
9. Paragraph 10 of the Annexation Agreement is modified to provide the Subject Property will only be obligated to pay recapture fees, interest and/or Village administrative fees, if applicable, in connection with the obligations expressly set forth in the following recapture agreements: TBD.
10. The Village agrees to grant the subject property a variance allowing for a sign illuminated by internal lighting.
11. Any storage building located on the subject site shall be exempt from any Village existing or future fire sprinkler requirements.