

Ordinance 1655-22

*An Ordinance Authorizing
Execution of an Amended and
Restated Annexation Agreement
with Island Lake Properties LLC
and Kelley Williamson Company
of the Island Lake Village Code*

Passed on the 10th day
November, 2022

ORDINANCE 1655-22

***An Ordinance Authorizing
Execution of an Amended and
Restated Annexation Agreement
with Island Lake Properties LLC
and Kelley Williamson Company***

WHEREAS, Island Lake Properties LLC and Kelley Williamson Company (“Owners”), desire to enter into an Amended and Restated

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Annexation Agreement (“Amendment”) with the Village of Island Lake (“Village”) relating to approximately 9.896 acres of vacant land at the northwest corner of River Road and IL Rt. 176. A copy of the draft Amendment is attached hereto as (“Exhibit A”);

WHEREAS, pursuant to 65 ILCS 5/11-15.1-1, *et seq.*, a public hearing has been held pursuant to lawful notice and the Owners and the Village have otherwise complied fully with all laws and ordinances applicable to the Amendment; and

WHEREAS, the Mayor and Board of Trustees have determined that it is in the best interest of the Village to approve and execute the Amendment.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Island Lake, Lake and McHenry counties, Illinois, as follows:

SECTION 1: Subject to further Village Board approval of alternatives to the proposed 28 foot tall “*two identical pole signs at each ingress and egress point to the Property*”, the Mayor is hereby authorized and directed to execute, and the Village Clerk is authorized and directed to attest, such four duplicate original copies of the Amendment.

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


SECTION 3: All ordinances or parts of ordinance in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

PASSED on the 10th day of November, 2022.

	AYES	NAYS	ABSTAIN	ABSENT
Charles Cermak	X			
Dan Powell	X			
Stacey Pyne	X			
Will Ziegler	X			
Julie McManus				X
Thadd Lewis	X			

APPROVED on the 11th day of November, 2022


Richard McLaughlin, Mayor

ATTEST:


Village Clerk Georgine Cooper

Prepared by:
David M. McArdle, Village Attorney
Zukowski Rogers Flood & McArdle
50 N. Virginia Street
Crystal Lake, IL 60014

EXHIBIT A
ANNEXATION AGREEMENT

Exhibit A

**AMENDED AND RESTATED
ANNEXATION AND DEVELOPMENT AGREEMENT**

This Amended and Restated Annexation and Development Agreement ("Agreement") is entered into and effective as of this ____ day of _____, 2022 ("**Effective Date**") by and between the VILLAGE OF ISLAND LAKE, an Illinois municipal corporation ("Village"), ISLAND LAKE PROPERTIES, LLC, a Delaware limited liability company ("Owner"), and KELLEY WILLIAMSON COMPANY, an Illinois corporation ("Kelley Williamson"), (collectively, the "Parties").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement the parties agree as follows:

Section 1. Recitals.

A. The Owner is, as of the Effective Date, the owner of record of the Property.

B. The Property referenced in this Agreement is that vacant parcel of land legally described on **Exhibit "A"** attached hereto. The Property consists of [9.896] acres and comprises 3.194 acres referenced herein as "KW Parcel", and 6.702 acres referenced herein as "Owner's Retained Parcel" and generally located at the northwest corner of Route 176 and River Road and running northerly up the west side of River Road and east side of Griswold Road up to approximately Burnette Road, if extended west across River Road.

C. The Property is the subject of an Annexation Agreement ("Annexation Agreement") between the Village, the Owner, and Mac's Convenience Stores, LLC, a Delaware limited liability company ("Mac's"), dated as of August 8, 2019, and recorded in the Office of the McHenry County, Illinois Recorder as Document No. 2019R0043518.

D. In furtherance of the Annexation Agreement, the Property was annexed into the Village pursuant to Ordinance No. 1596-19 dated August 8, 2019, and recorded in the Office of the McHenry County, Illinois Recorder as Document No. 2019R0043517

E. In furtherance of the Annexation Agreement, the Property, except for the north 2.903 acres of the Owner's Retained Parcel, was zoned B-1 General Business Zoning District pursuant to Ordinance No. 1597-19 dated August 8, 2019.

F. In furtherance of the Annexation Agreement, on August 8, 2019, the Village adopted Ordinance 1598-19 approving the Preliminary Plat of Clark Street Island Lake Subdivision which consisted of a 4-lot subdivision for the Property excluding the north 2.903 acres of the Owner's Retained Parcel ("Original Preliminary Plat").

G. In furtherance of the Annexation Agreement, the Village adopted Ordinance 1599-19 dated August 8, 2019 granting a special use permit for gasoline station, convenience store and car wash building and sign variations all on Lot 4 as designated on the Original Preliminary Plat on the terms and conditions set forth in the Annexation Agreement.

H. At the time the Annexation Agreement was executed, Mac's and the Owner were

parties to a written real estate agreement for Mac's to purchase Lot 4, as designated on the Original Preliminary Plat, for purposes of developing on the lot a gas station with convenience store and car wash.

I. Subsequent to the execution and approval of the Annexation Agreement Mac's terminated its contract with Owner.

J. The Owner and Kelley Williamson represent to the Village that they entered into a written real estate purchase and sale agreement relating to the sale of the KW Parcel to Kelley Williamson dated June 7, 2022.

K. The Owner and Kelley Williamson desire and propose to have the KW Parcel platted as a separate lot with Kelley Williamson acquiring the KW Parcel for the development of a gas station with convenience store and car wash.

L. The Owner has filed with the Village a preliminary subdivision plat intended to supersede the Original Preliminary Plat and Kelley Williamson has filed with the Village a final plat for the KW Parcel.

M. The Parties desire, pursuant to Section 11-15.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 *et seq.* to enter into this Amended and Restated Annexation Agreement and the Parties hereto desire that the Property be developed and used only in compliance with this Agreement.

N. Pursuant to Section 11-15.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 *et seq.*, on November 10, 2022, the Corporate Authorities held a public hearing.

O. The Corporate Authorities find that the development of the Property pursuant to and in accordance with this Agreement will enable the Village to control the development of the area and would serve the best interests of the Village.

Section 2. Definitions; Rules of Construction.

- a) "Final Engineering Plan": The engineering plan that receives the approval of the Village Engineer pursuant to the applicable Village Ordinances.
- b) "Final Governmental Approvals": Approvals from the Illinois Department of Transportation, McHenry Department of Transportation, and North Moraine Wastewater Reclamation District, IEPA, the Village, Illinois Department of Natural Resources, McHenry County Department of Health, Wauconda Fire District, NICOR, ComEd, and Comcast.
- c) "Final Subdivision Plat": The subdivision plat or plats that receive the approval of the Village Corporate Authorities pursuant to applicable Village codes.
- d) "Force Majeure": Strikes, lockouts, acts of God, or other similar factors beyond party's reasonable control and reasonable ability to remedy.

- e) "Gasoline Station Facility": A fueling station for trucks and automobiles in which both regular gasoline and diesel fuel are available for sale, including a minimum 6,000 s.f. convenience store, including the sale of package alcoholic beverages, and a separate car wash building.
- f) "Public Improvements": All of the public improvements and utilities necessary to serve the Property, shown on any Final Subdivision Plat(s) and the Final Engineering Plan(s).
- g) "Site Plan": The site plan of the Property, entitled "Layout Plan" depicting the Kelley's Market Gasoline Station Facility with a convenience store and car wash, prepared by ARC Design Resources, Inc., consisting of one sheet, with Project Number 22080, a copy of which is attached to this Agreement as **Exhibit "B"**.

Section 3. Annexation of the Property. The Village annexed the Property into the Village pursuant to Ordinance No. 1596-19 dated August 8, 2019, and recorded in the Office of the McHenry County, Illinois Recorder as Document No. 2019R0043517. This Agreement fully replaces and restates the original Annexation Agreement dated August 8, 2019.

Section 4. Zoning Classification. The Property, except for the north 2.903 acres of the Owner's Retained Parcel, is zoned B-1 General Business Zoning District pursuant to Ordinance No. 1597-19 dated August 8, 2019. The Village adopted Ordinance 1599-19 dated August 8, 2019 granting a special use permit for gasoline station, convenience store and car wash building and sign variations all on Lot 4 as designated on the Original Preliminary Plat. The special use permit and sign variations shall be applicable to the KW Parcel and the KW Parcel shall replace references in the special use permit and sign variation to Lot 4 of the Original Preliminary Plat. The site plan attached to Ordinance 1599-19 granting the special use permit shall be replaced with the substantially similar Site Plan for the KW Parcel attached hereto as **Exhibit "B"**.

If the Gasoline Station Facility has not commenced construction within three (3) years from the date of this Agreement, then no development on the KW Parcel can proceed without an amendment to this Agreement.

At such time in the future that Owner seeks to rezone the north 2.903 acres of the Owner's Retained Parcel (which will make up the balance of the annexed property), the Village agrees to consider rezoning it to B-1 pursuant to the Village Zoning Ordinance. At such time in the future that Owner seeks to subdivide the Owner's Retained Parcel, the Village agrees to consider subdividing the Owner's Retained Parcel pursuant to the Village Subdivision Ordinance requirements.

Section 5. Signage.

With respect to the KW Parcel, the Village hereby approves the signage, according to the specifications, consisting of 11 pages, attached hereto as **Exhibit "C"**. The two Kelley Williamson pole signs included in the specifications shall be located on the KW Parcel in the approximate locations shown on the Site Plan. The sign variations granted in Ordinance 1599-19 shall remain for the KW Parcel as long as the Gasoline Station Facility is built. The signage permitted on the KW Parcel shall not be any more restrictive than that permitted in the Annexation Agreement and approved in Ordinance 1599-19.

With respect to the Owner's Retained Parcel, the Village hereby permits one permanent pole sign on the KW Parcel for marketing and business identification purposes for the businesses on the Owner's Retained Parcel. The variation granted in Ordinance 1599-19 for the sign for the benefit of the Owner's Retained Parcel shall not terminate during the term of this Agreement. The pole sign for the benefit of the Owner's Retained Parcel shall be in accordance with the specifications for the Owner's Retained Parcel pole sign set forth in Exhibit C and shall not exceed ten (10) feet in height and shall be located on the KW Parcel in the approximate location shown on the Site Plan.

Section 6. Liquor License KW Parcel. The Village hereby authorizes the issuance of an additional Class B liquor license and the local liquor control commissioner shall issue said license to the operator of the Gasoline Station Facility on the KW Parcel within 21 days after submission, processing and approval of a complete application, including background check, establishing that the applicant qualifies for issuance of a package liquor license pursuant to the applicable Village ordinances. The liquor license shall permit package liquor sales of beer, wine, and hard spirits for the Gasoline Station Facility.

Section 7. Qualification for Gaming. The Village agrees not to object to any application to the State for the operation of gaming within the proposed Gasoline Station Facility.

Section 8. Development of Lots .

- A. KW Parcel. The Village hereby approves the KW Parcel Site Plan, **Exhibit "B"**, subject to IDOT and McDOT approvals of the depicted access drives to River Road and IL. Rt. 176 ("Road Improvements"). In the event that either of the DOTs refuse to approve the access points on Exhibit B, Kelley Williamson may then revise Exhibit B to the satisfaction of the DOT's and the Village shall review the proposed revision to the access drives pursuant to applicable Village Ordinances. So long as the proposed revised access drives are substantially similar to the access drives depicted in Exhibit B, the Village shall approve the proposed revision. In the event that the revised access drives are not deemed to be substantially similar, the Parties agree to work together to arrive at an acceptable access plan.

Kelley Williamson shall submit a landscape plan to the Village for review and approval prior to the Village issuance of a building permit for the KW Parcel.

It is the intent of the Parties that the Gasoline Station Facility, a significant sales tax producing facility, be built on the KW Parcel. The Parties agree, that if a final building permit is not issued by the Village and construction is not commenced for the development of the a Gasoline Station Facility pursuant to the Site Plan, as it may be amended pursuant to this Agreement, within three (3) years from the date of this Agreement, then no development of any kind shall take place on the KW Parcel without an amendment to this Agreement which amendment shall not be unreasonably withheld.

Kelley Williamson is not required to commence or complete the construction of the Gasoline Station Facility unless it elects to do so in its sole discretion. In the event

that the real estate contract between the Owner and Kelley Williamson is cancelled or terminates then the Parties agree to amend this Agreement at such time as new development plans are available.

- B. Development of Owner's Retained Parcel. The Parties agree that no development of any kind shall take place on the Owner's Retained Parcel without an amendment to this Agreement for any proposed end user, including for any use that is deemed a permitted or special use in the B-1 zoning district.

Section 9. Preliminary Subdivision Plat Approval/Commencement of Construction. The Village hereby approves the preliminary subdivision plat prepared by Arc Design Resources, Inc, consisting of two (2) sheets, with latest revision date of November 4, 2022, a copy of which is attached as "**Exhibit D**" The Owner and Kelley Williamson acknowledge and agree that no construction or improvement shall be permitted on any portion of the Property until the Final Engineering Plan and the Final Subdivision Plat are approved by the Village and prior to recording of the Final Subdivision Plat in accordance with the Village Subdivision Code. Notwithstanding anything in this Agreement to the contrary, after Village Board approval of the Final Plat of Subdivision and upon the posting of the required performance security, in an amount satisfactory to the Village Engineer, mass grading, excavation, storm water retention and detention related to the construction of Public Improvements may proceed at the Owner's sole risk, provided that the final erosion control plan has been approved by the Village Engineer.

Section 10 Final Subdivision Plat Approval. The Village hereby approves the Final Subdivision Plat for the KW Parcel, prepared by Arc Design Resources, Inc. consisting of two (2) sheets, with latest revision date of November 5, 2022 a copy of which is attached as "**Exhibit E**". After the effective date of the Resolution approving the Final Subdivision Plat, the Village shall promptly cause the Final Subdivision Plat to be recorded in the Office of the McHenry County Recorder of Deeds.

The Village shall from time to time as requested by the Owner adopt a Resolution approving Final Subdivision Plat or Plats submitted by the Owner for individual lot or lots on the Owner's Retained Parcel, provided that the plat has been prepared in compliance with this Agreement and the Village Subdivision Control Ordinance. After the effective date of the Resolution approving the Final Subdivision Plat, the Village shall promptly cause the Final Subdivision Plat to be recorded in the Office of the McHenry County Recorder of Deeds.

Section 11. IEPA Permits. The Village agrees, from time to time, to execute applications for the Illinois Environmental Protection Agency ("IEPA") permits for the extension of municipal utilities upon submittal by the Owner of any Lot on the Property with the understanding that the execution of said application shall not be considered an approval of final engineering and that no construction shall commence until final engineering and the final plat have been approved by the Village.

Section 12. Improvements.

A. Standards Applicable to Public Improvements.

1. General Standards. All Public Improvements shall be designed and constructed

pursuant to, and in accordance with, the Final Engineering Plan and the Village subdivision control ordinance. All work performed on the Public Improvements shall be conducted in a good and workmanlike manner. All materials used for construction of the Public Improvements shall be new and of first-rate quality. All sidewalks and landscaping shall be constructed within 6 months after final occupancy certificates have been issued, weather permitting.

2. Engineering Services. The Owner shall provide, at its sole cost and expense, all engineering services for the design and construction of the Improvements.
- B. Dedication and Acceptance of Specified Public Improvements. The Owner shall dedicate to the Village any Public Improvements contemplated in the final engineering plans and in the final plat of subdivision to be approved by the Village and to be publicly owned by the Village. At the time of preliminary engineering it is contemplated that potable water main pipes and off-site storm sewers, if any, are the only Public Improvements to be dedicated to the Village. Nothing whatsoever shall constitute an acceptance by the Village of any Public Improvement except only by written acceptance by the Village in accordance with the Village Subdivision Code. Prior to acceptance of the Public Improvements by the Village, the Owner shall execute, or cause to be executed, all reasonable documents that the Village shall request to transfer ownership of the Public Improvements to, and to evidence ownership of the Public Improvements by, the Village, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Village. The documents transferring ownership of the Public Improvements to, and to evidence ownership of the Public Improvements by, the Village shall be acceptable in form and substance to the Village Attorney.
- C. Grant of Easements. The Owner shall simultaneously, grant, or cause to be granted, to the Village all reasonable exclusive easements or other property rights as are mutually agreed upon and which the Village may require to install, operate, maintain, service, repair, and replace the Public Improvements that have not previously been granted to the Village, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the Village.
- D. Condemnation of Utility Easements. The Village further agrees that, in the event the Owner of any particular phase of the Property is unable to obtain utility easements over, under, across or through property not owned by or under the Owner or Village's control which may be necessary or appropriate for the development of the Property on conditions acceptable to the Owner, the Village will use its powers of condemnation to acquire such easements. All costs and expenses incurred by the Village in the securing of such easements on behalf of the Owner shall be paid for by said Owner and not be advanced by the Village. In the event said easement benefits owners of other property then the cost of acquiring said easement may be subject to recapture from said benefitted property owners once the recapture agreement is prepared by the Owner and is approved by the Village.
- E. Water Supply. The Village has a fully functional potable water supply system_sufficient

to serve the proposed development of the Property and hereby agrees to reserve sufficient capacity within its water supply to serve the Property.

Section 14. Village Ordinances.

- A. Ordinance and Codes Amendments. Except as otherwise expressly stated in this Agreement, nothing in this Agreement shall be construed to prevent the Village from amending its existing ordinances or adopting new ordinances which apply generally throughout the Village including the Property and its development. Owner acknowledges the development of the Property is subject to all of the ordinances adopted by the Village.
- B. Less Restrictive Ordinances or Code. If, during the term of this Agreement, except as otherwise specifically agreed upon in this Agreement, any existing, amended, modified or new ordinances, codes or regulations affecting the zoning, subdivision, development, construction of improvements, buildings or appurtenances, or any other development of any kind or character upon the Property are amended or modified in a manner to impose less restrictive requirements on development of, or construction upon, properties in similarly zoned and developed parcels within the Village, then the benefit of such less restrictive requirements shall inure to the benefit of the Owner, its successors and assigns. Anything to the contrary contained herein notwithstanding, the Owner may elect to proceed with respect to the development of, or construction upon, the Property with the less restrictive amendment or modification applicable generally to all properties within the Village except for those other properties subject to existing annexation agreements.
- C. More Restrictive Ordinances or Codes. If during the term of this Agreement, except as otherwise specifically agreed upon in this Agreement, any existing, amended, modified or new ordinances, codes or regulations affecting the zoning, subdivision, development, construction of improvements, buildings or appurtenances, or any other development of any kind or character upon the Property are amended or modified in a manner to impose more restrictive requirements on zoning, subdivision, development of, or construction of improvements, buildings or appurtenance upon, properties in similarly zoned and developed parcels within the Village, then the more restrictive requirements shall be binding upon the Property and the Owner, its successors and assigns, as long as such new or amended ordinances, codes or regulations are reasonably necessary and for purposes of directly furthering the health and safety of residents of the Village or to the extent needed to comply with State or Federal mandates.
- D. Changes that are Prohibited by the Village. Notwithstanding any of the foregoing in this Section 14, the Village shall not adopt any ordinances which changes the bulk requirements of any of the zoning classifications of the Property; changes the zoning classification of the Property; prevents the Property from being serviced by sewer, water; changes the requirements of surface water management; or would negate any approval granted herein or in furtherance of this Agreement.

- E. KW Parcel Conforming Use and Lot. Notwithstanding anything herein to the contrary, the Gasoline Station Facility shall remain a legal conforming use on a legal conforming lot on its 3.194 acre subdivided parcel of land.

F. Changes in the Final Engineering Plan during Development. During the construction and development of the Property, the Village Engineer may authorize adjustments to any of the Final Engineering Plans when the adjustments are necessary in light of technical or engineering considerations. No amendment to this Agreement shall be required for said adjustments. Any requested adjustment to any of the Final Engineering Plans not approved by the Village Engineer, pursuant to this Agreement, shall be considered to be a major adjustment and shall be granted only by the Corporate Authorities with the requirement that this Agreement shall be amended.

Section 15. Building Permit and Occupancy Certificate Issuance.

- A. For each phase of the Development, the Village shall issue or deny issuance of building permits to Owner to construct buildings within 20 business days of receipt of the last of the documents, other information, and approvals from required Village Departments and outside reviewing entities deemed necessary by the Village Building Inspector required to support the applicable building permit application, provided that a building permit shall not be issued unless a Final Plat of Subdivision for such Lot has been recorded. If the building permit application is not approved, the Village shall provide Owner with a statement in writing specifying the reasons for denial of the application including specification of the requirements of law that the application and supporting documents fail to meet. The Village agrees to issue such building permits within five business days of Owner's compliance with those requirements of law so specified in the previous statement by the Village. Building permits issued by the Village shall be valid for a period of one year from the date of issuance.
- B. After receipt of all proper and necessary documents and a complete application, and a successful final inspection, the Village shall issue Certificates of Occupancy within not more than 5 business days.
- C. The Village Building Inspector reserves the right to obtain the services of a qualified independent building plan reviewing company. The costs of such independent reviewing company shall be paid for by the developer of the respective Lot, and such payment shall be in lieu of any typical Village fee for review of building plans.

2. Section 16. Construction Traffic and Parking.

- A. Designated Traffic Routes. The Village hereby designates River Road and Route 176 as the construction routes of access to and from the Property for construction traffic to protect pedestrians and to minimize disruption of traffic and damage to other paved street surfaces.
- B. Parking. All construction vehicles, including passenger vehicles, and construction equipment shall be parked within the Property or in areas designated by agreement between the Owner and the Village.

Section 17. Construction Trailers. Prior to commencement of construction and irrespective of whether a plan for development has been approved, Owner may submit to the Village a plan showing the general location of all proposed temporary construction and office trailers, which shall be subject to the approval of the Village Building Inspector, which shall not be unreasonably withheld or delayed. Owner shall be permitted one temporary office trailer per Lot to serve as the construction office for each respective Owner constructing on the Property, in addition to at least one construction trailer each. Said construction trailers shall be located at sites approved by the Village Building Inspector. Sewer and water need not be connected to the temporary office and construction trailers. At a minimum, a gravel driveway shall be provided to accommodate vehicular travel to all temporary office and construction trailers. The Owner agrees to hold the Village harmless for any liability associated with the installation and operation of said the temporary office and construction trailers. Owner shall have the right to use said temporary office and construction trailers for the purpose of start-up construction. The Owner agrees that upon removal of the temporary sales trailer, Owner shall leave the area in a presentable state.

Section 18. Fees, Dedications, Donations, and Contributions.

- A. **Building Permit, Tap on and Other Development Related Fees.** Building permit fees, tap on fees, impact fees, inspection fees, and other similar fees charged for other similarly situated commercial developments shall be payable at the time of building permit issuance.
- B. **Annexation Fee.** Annexation fees shall be payable at the time of Final Plat of Subdivision approval pursuant to the current Annexation Fee requirement: KW Parcel (3.194 acres) Gasoline Station Facility - One Thousand Dollars (current fee for less than 5 acres is \$1,000); and the remainder of the Property (6.702 acres) - One Thousand Two Hundred Dollars (current fee is \$1,000 for 5 acres plus \$100.00 for each acre above 5 acres).
- C. **Retained Personnel Expenses.** Pursuant to Chapter 15, Section 1-15-1, the Owner from time to time seeking annexation, subdivision, land development or zoning relief or requests from the Village any other action relating to any portion of the Property shall pay to and reimburse the Village for any and all expenses, including special meeting costs and all fees and costs incurred by the Village by its retained consultants; e.g., engineers, attorneys, land planners, for work in connection with the applicant's application. Provided, however, Kelley Williamson shall pay to and reimburse the Village for any and all Village expenses incurred as it relates to the development of the KW Parcel.
- D. **Other Fees.** Except as set forth in this Agreement, the Owner shall only be required to pay costs, payments, fees, charges, contributions or dedications required of all other similarly situated commercial property owners in the Village pursuant to Title 1 Administrative, Chapter 16 Annual Fee Ordinance of the Village Code in effect from time to time.
- E. **Recapture Fees.** To the best of its knowledge, after a reasonable search of Village records, the Village acknowledges that the Owner of any particular phase of the

development is not subject to any Village recapture agreements as there are no recapture agreements or ordinances that include this Property as of the date of this Agreement. To the extent that the Owner requests the Village to adopt a recapture ordinance as part of the development of any phase of the Property, such recapture ordinance and/or agreement shall only apply to the benefitted portions of other properties.

Section 19. Financial Assistance. The Owner and Village agree to discuss a sales tax sharing agreement once the costs of developing the KW Parcel with the proposed Gasoline Station Facility are better established by the Owner and after necessary Road Improvements are finally determined. However, in the event that such an agreement is not reached between the Owner and Village, this shall not be deemed a breach by the Village, material or otherwise, of this Agreement.

Section 20. Performance Security.

- A. Form and Amount of Performance Security. As security to the Village for the performance of the Owner's obligations to construct and complete the Public Improvements that are to serve the Project ("Public Improvements") pursuant to and in accordance with this Agreement, the Owner shall, prior to the recordation of the Final Subdivision Plat, deposit with the Village Administration a Performance Security, the form of which shall be in accordance with State statute ("Performance Security"), in a total amount equal to 110% of the Approved Cost Estimate of the Public Improvements. Notwithstanding the foregoing, the Owner shall only be required to post one security for each of the Public Improvements to be dedicated. In the event a different governmental jurisdiction, with control over a specific Public Improvement and to whom the Public Improvement shall be dedicated, requires the Owner to post security for that specific Public Improvement, then the Owner shall not be required to post a second security with the Village for the same Public Improvement.
- B. Use of Funds in the Event of Breach of Agreement. If the Owner fails or refuses to timely complete a particular Public Improvement in accordance with applicable Village Codes, or fails or refuses to correct any defect or deficiency in the Public Improvements as required by the Village Code, or fails or refuses to restore property in accordance with a demand made pursuant to the instant Annexation Agreement, within a 30 day period to cure the defect or deficiency then the Village may, after notice and providing the Owner said 30 day period to cure, draw on and retain only that portion of the funds required to pay for the actual cost to complete the Public Improvement in question. Owner shall be deemed to have commenced a cure, and the draw on the funds shall not occur, if with respect to those non-monetary defaults which are not capable of being cured within such 30 day period, the Owner has commenced to cure the alleged default within such 30 day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

Section 21. Transfer of Obligations, Assumption and Assignment.

The Parties acknowledge that prior to the commencement of any development activities;

the Owner intends to transfer one or more Lots or other portion of the Property to one or more land developers. Upon each sale or conveyance, the Purchaser shall become the "Owner" for purposes of this Agreement and shall be bound by and entitled to the benefits and subject to the obligations of this Agreement with respect to the Lot sold or conveyed. The obligations of each successor owner or Purchaser of any portion of the Lots or other portion of the Property, including monetary obligations under this Agreement, shall constitute separate covenants running with the portion of the Property owned by such successor owner or Purchaser. The selling Owner shall deliver to the Village a fully executed Assumption and Assignment Agreement evidencing to the Village of such purchase, agreement, and/or assumption of responsibilities. A copy of the Assumption and Assignment Agreement is attached as **Exhibit "F"**. Upon sale or transfer of the Property or any portion thereof, the selling Owner may only be released from the obligations of this Agreement relating to the Property sold or transferred after a fully executed Assumption and Assignment Agreement is delivered to the Village. The Assumption and Assignment Agreement must include provisions that:

a. All Public Improvements for the development of the portion of the Property being sold or transferred will be installed and guaranteed in accordance with this Agreement and the ordinances of the Village;

b. The Village has remaining in place acceptable assurances of performance that any development responsibilities not yet satisfactorily completed related to the portion of the Property or related offsite improvements will be completed;

c. Any outstanding monetary obligations of the selling Owner due and payable to the Village as of the time of conveyance have been satisfied in full; and

d. There is no violation of the Village's ordinances or this Agreement involving the Property being transferred unless the violation is applicable to the entire Property.

Section 22. Term. The term of this Agreement shall be for twenty (20) years commencing as of the date in 2022 first appearing above and shall be extended for the period of any litigation concerning performance of this Agreement.

Section 23. Enforcement. The Village may withhold building and occupancy permits from being issued only for that portion of the Property upon which the violation exists, upon its reasonable determination of breach of this Agreement or ordinance violations by Owner in the development of that portion of the Property. A stop work order issued by the Village, upon twenty-four (24) hours prior notice to Owner, directing work stoppage on any building or other improvement shall be in writing and specify the section of the ordinance, code or regulation, or this Agreement, allegedly violated. The nature of the violation shall be provided and the order shall give Owner not more than thirty (30) days in which to cure such violation. The party in default shall forthwith proceed to correct any such violation as does in fact exist. Stop orders shall affect only the work, which is the subject of the order, and shall not delay or prohibit any construction activity in any other portion of the Property. Notwithstanding the foregoing, if a violation poses an imminent threat to public health or safety, as reasonably determined by the

Village Building Inspector or Engineer, the stop work order shall be effective when given. A stop work order issued for any reason, shall be deemed an order that all work of any kind on the improvement, which is subject to the order cease until such time as the cited violation is corrected. Upon correction of any such violation to the satisfaction of the Village, work on any building or improvement subject to the stop work order may recommence. If legal action is brought for enforcement of this Agreement or with respect to an alleged default, the unsuccessful or non-prevailing party shall pay to the successful or prevailing party its reasonable attorneys' fees, court costs and expenses incurred in connection therewith promptly after all rights of appeal have expired or been exhausted.

Section 24. General Provisions:

- A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 24.A, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to and delivered at, the following address:

Village of Island Lake
3720 Greenleaf Avenue
Island Lake, IL 60042
ATTN: Village Clerk

With a copy to:

Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, IL 60014
ATTN: David McArdle

Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

Island Lake Properties, LLC
c/o Clark Street Development, LLC
9500 W. Bryn Mawr, Suite 130
Rosemont, IL 60018

ATTN: Jim Kurtzweil

With a copy to:

Schain, Banks, Kenny & Schwartz
70 W. Madison Street, Suite 2300
Chicago, IL 60602
ATTN: Richard Golab

Notices and communications to Kelley Williamson shall be addressed to and delivered at, the following address:

Kelley Williamson Company
1132 Harrison Avenue
Rockford, IL 61104
ATTN: John Griffin

With a copy to:

WilliamsMcCarthy LLP
120 W. State St., Suite 400
Rockford, IL 61101
ATTN: Carl A. Ecklund

- B. Time of the Essence. Time is of the essence in the performance of this Agreement.
- C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- D. Non-Waiver. The Village, Owner, and Contract Purchaser shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the Village, Owner, or Contract Purchaser to exercise at any time any right granted to the Village, Owner, or Contract Purchaser respectively shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Village's, Owner's, or Contract Purchaser's right to enforce that right or any other right.
- E. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.
- F. Governing Law. This Agreement shall be governed by and enforced in accordance with

the laws of the State of Illinois.

- G. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.
- H. Entire Agreement. This Agreement sets forth all agreements, understandings and covenants between the parties hereto. This Agreement supersedes, and the Parties shall not rely upon, any prior promises, understandings or agreements between them relative to the subject matter of this Agreement.
- I. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- J. Exhibits. Exhibits "A" through "F" attached to this Agreement are by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.
- K. Conflicts. If there are any conflicts or inconsistencies between the provisions contained in this Agreement or the ordinances required to be enacted herein and the provisions contained in any statutes, codes, ordinances, agreements, plans, rules or regulations of the Village, then the provisions contained in this Agreement shall govern, prevail and supersede them in all respects.
- L. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures. The Parties hereto acknowledge that certain future amendments to this Agreement may affect only a portion of the Property. In such event, this Agreement may be amended by written agreement between the Village and the legal owners of fee title to that portion of the Property which is subject to and affected by such amendment as provided by law; provided, that such amendment, if not executed by the then owners of other portions of the Property, shall in no manner alter, amend, or modify any of the rights, duties or obligations as set forth in this Agreement as they pertain to such other portions of the Property. Notwithstanding anything herein to the contrary, the Owner shall have the right to request the Village to rezone all or any portion of the Property to a different zoning district not provided for in this Agreement and shall have the right to request any variation, special use, or subdivision approval from the Zoning or Subdivision

ordinance pursuant to the procedures set forth in those ordinances. In such event an amendment to this Agreement shall be required.

- M. Authority to Execute. The Village hereby warrants and represents to the Owner that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Owner hereby warrants and represents to the Village (i) that it is the record and beneficial owner of fee simple title to the Property, (ii) that no other Person has any legal, beneficial, contractual, or security interest in the Property, (iii) that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement, (iv) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (v) that neither the execution of this Agreement nor the performance of the obligations assumed by the Owner will (a) result in a breach or default under any agreement to which the Owner is a party or to which it or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Owner or the Property are subject.
- N. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any Person shall be made, or be valid, against the Village, the Owner, or future developers.
- O. Recording. The Village at the expense of the Owner thereto shall record a copy of this Agreement and any amendment.
- P. Counterparts. This Agreement may be executed in counterpart, each of which shall constitute an original document, which together shall constitute one and the same instrument.
- Q. Right to Disconnect. The Parties agree that the Village shall adopt an ordinance disconnecting any portion of the Property for which no occupancy permit has been issued by the Village, only on the terms and conditions set forth below:
1. Where the Owner deems, in its sole discretion, that with regard to that portion of the Property for which an occupancy permit has not been issued is unable to be developed within the Village; or
 2. Where the Village and Owner cannot agree on an alternative similar sales tax producing development (in lieu of the proposed Gas Station Facility) on the vacant KW Parcel; or
 3. Where at least three (3) years have elapsed from the execution of this Agreement, and the Owner and the Village have not agreed to a sales tax sharing agreement for the KW Parcel and the land remains vacant and undeveloped.

It is the intent of this section that any portion of the Property for which an occupancy permit has been issued shall not have the right to disconnect.

- R. Covenants Running with the Land. The terms and conditions of this Agreement shall constitute real estate covenants which shall run with the land and the Property and be binding upon the successors, assigns, purchasers and grantees of the Owner during the term of this Agreement.
- S. Consent of Lender. The Owner shall provide the Village with written approval satisfactory to the Village of any mortgagee, lien holder or holder of any security interest, affecting title to the Property or any part thereof so that the rights of Village granted to it in this Agreement relative to the portion of the Property being sold or Final Subdivision Plat shall be superior to any such mortgage, lien or other security interest, and Owner shall provide same to the Village prior to execution and recording of this Agreement or each final subdivision plat.

[Signature Page Follows]

Island Lake Properties, LLC, an Illinois
limited liability company

By_____

Name:_____

Title_____

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

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

Given under my hand and notarial seal, this _____ day of _____, 2022.

Notary Public

Village of Island Lake, an Illinois Municipal
Corporation

By _____

Name: _____
Mayor

Attest: _____
Village Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY THAT _____, personally known to me to be Village
President of Village of Island Lake, Illinois, appeared, before me this day in person, and
acknowledged that as such Village President he signed, sealed and delivered the said instrument
pursuant to his authority, as his free and voluntary act and deed of said Village, for the uses and
purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 2022.

Notary Public

Kelley Williamson Company, an Illinois
corporation

By_____

Name:_____

Title_____

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

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

Given under my hand and notarial seal, this _____ day of _____, 2022.

Notary Public

**AMENDED AND RESTATED
ANNEXATION AND DEVELOPMENT AGREEMENT**

**EXHIBIT A
LEGAL DESCRIPTION**

THAT PART OF THE NORTH 1/2 OF THE FRACTIONAL NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 44 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE QUARTER CORNER BETWEEN SECTION 17 AND 20, AND RUNNING THENCE WEST ON THE SECTION LINE, 692.8 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE WEST ON SAID SECTION LINE, 1272 FEET, MORE OR LESS, TO THE WATER'S EDGE OF GRISWOLD LAKE; THENCE IN A SOUTHWESTERLY AND WESTERLY DIRECTION ALONG THE WATER'S EDGE OF GRISWOLD LAKE TO AN INTERSECTION WITH THE NORTH AND SOUTH SECTION LINE BETWEEN SECTIONS 19 AND 20; THENCE SOUTH ON SAID SECTION LINE, 923 FEET, MORE OR LESS, TO THE CENTER OF THE STATE HIGHWAY NOW KNOWN AS ROUTE NO. 176; THENCE NORTH 87 DEGREES, 37 MINUTES EAST ALONG THE CENTER LINE OF SAID STATE HIGHWAY, 1923.84 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE CENTER LINE OF SAID STATE HIGHWAY, BEING ON A CURVED LINE TO THE RIGHT, (RADIUS EQUAL TO 1146.28 FEET), FOR A DISTANCE OF 631.1 FEET TO AN INTERSECTION WITH THE CENTER LINE OF THE PUBLIC HIGHWAY, EXTENDING NORTHWESTERLY FROM SAID POINT; THENCE NORTH 27 DEGREES, 15 MINUTES WEST ALONG THE CENTER LINE OF SAID PUBLIC HIGHWAY, 1276.5 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING, (EXCEPTING THEREFROM THAT PART THEREOF CONTAINED WITHIN THE BOUNDARIES OF RIMAS LODGE SUBDIVISION UNIT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 11, 1952 AS DOCUMENT NUMBER 251542, IN BOOK 10 OF PLATS, PAGE 142, ALSO EXCEPTING THEREFROM THAT PART THEREOF FALLING WITHIN THE BOUNDS OF RIMAS LODGE SUBDIVISION UNIT NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1959 AS DOCUMENT NUMBER 356944, IN BOOK 14 OF PLATS, PAGE 29), IN MCHENRY COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF RIMAS LODGE SUBDIVISION UNIT 1 RECORDED AS DOCUMENT NUMBER 251542 AND THE CENTERLINE OF ILLINOIS ROUTE 176 AS SHOWN ON PLAT OF DEDICATION RECORDED AS DOCUMENT NUMBER 94459; THENCE NORTH 03 DEGREES 06 MINUTES 15 SECONDS WEST, ALONG SAID SOUTHERLY EXTENSION AND EAST LINE, A DISTANCE OF 40.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 176 PER DOCUMENT RECORDED IN BOOK 16, PAGE 191 AND AS SHOWN ON PLAT OF DEDICATION RECORDED AS DOCUMENT NUMBER 94459, SAID LINE ALSO BEING 40.00 FEET NORTH OF AND PARALLEL WITH SAID CENTERLINE OF ILLINOIS ROUTE 176, ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 03 DEGREES 06 MINUTES 15 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 389.73 FEET TO A BEND POINT ON SAID EAST LINE, THENCE NORTH 27 DEGREES 31 MINUTES 54 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 428.83 FEET TO THE NORTH LINE OF SAID RIMAS LODGE SUBDIVISION UNIT NO. 1; THENCE NORTH 05 DEGREES 57 MINUTES 45 SECONDS EAST, A DISTANCE OF 32.74 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHEASTERLY, ALONG A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 140.00 FEET, AN ARC DISTANCE OF 81.74 FEET, A CHORD BEARING NORTH 79 DEGREES 14 MINUTES 12 SECONDS EAST, AND A CHORD DISTANCE OF 80.58 FEET TO A POINT OF TANGENCY; THENCE NORTH 62 DEGREES 30 MINUTES 38 SECONDS EAST, A DISTANCE OF 179.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF RIVER ROAD PER DOCUMENT NUMBER 192674, SAID LINE BEING 35.00 FEET WEST OF AND PARALLEL WITH THE CENTERLINE OF RIVER ROAD AS SHOWN ON UNRECORDED PLAT OF DEDICATION REFERENCING DEDICATION DEED RECORDED AS

**AMENDED AND RESTATED
ANNEXATION AND DEVELOPMENT AGREEMENT**

**EXHIBIT C
SIGNAGE**

See attached.

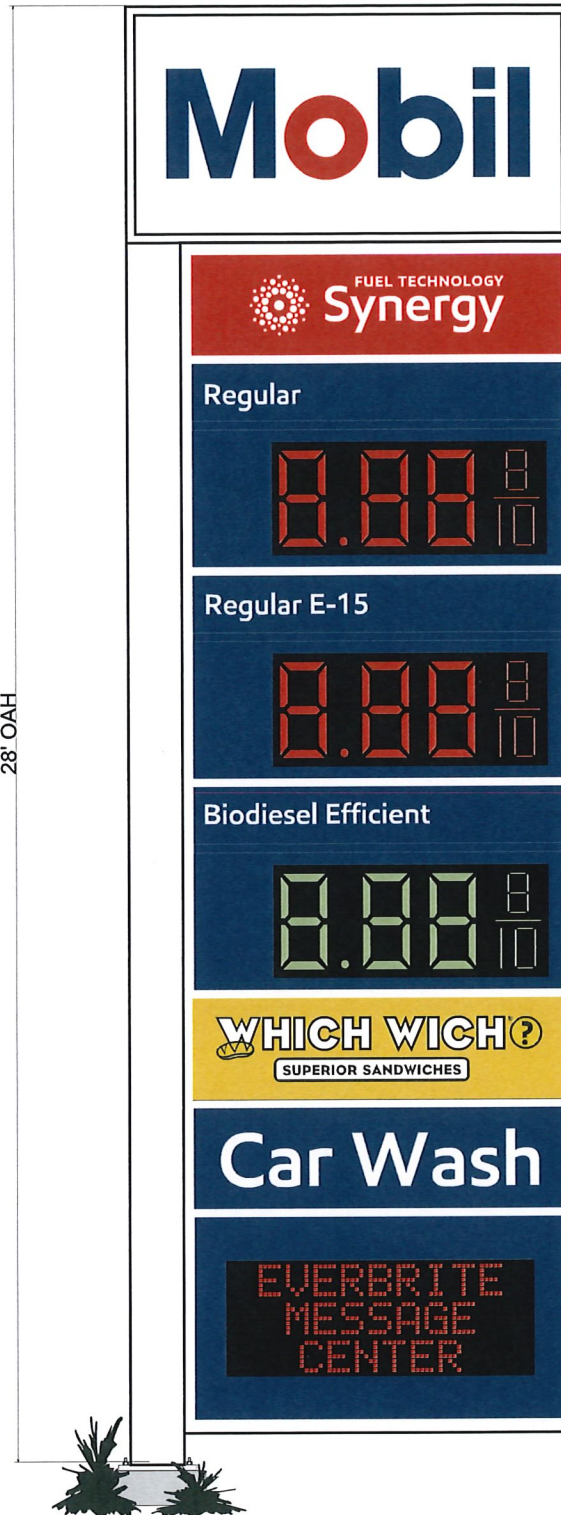
Exhibit C: Signs

477110-1
A MID 24" LD4

POLE SIGN

Total of two identical pole signs at each ingress and egress point to the Property.

28' OAH



47.25"x8'2-1/2"

23-5/8"x7'2-1/2"

47-1/4"x7'2-1/2"

47-1/4"x7'2-1/2"

47-1/4"x7'2-1/2"

23-5/8"x7'2-1/2"

23-5/8"x7'2-1/2"

47-1/4"x7'2-1/2"



DISCLAIMER: Renderings are for graphic purposes only and not intended for actual construction dimensions. For windload requirements, actual dimensions, and mounting detail, please refer to engineering specifications and install drawings. These drawings and designs are the exclusive property of Everbrite LLC. Use of, or duplication in any manner without express written permission of Everbrite LLC, is prohibited.

Customer: **EXXON/MOBIL**

Project No: 477110-1.fs

Date: 11/3/2022

Location & Site No.:
EMISLANDLAKE

Scale:

Drawn By: JD

Description:

Revised:

Revised:

Customer Approval: Graphics and colors on file will be used unless otherwise specified by customer. Please review drawing carefully. By signing below, you agree to graphics as shown above, and to location of sign as shown. Please return signed copy back to Everbrite.

CUSTOMER SIGNATURE

DATE

LANDLORD SIGNATURE

DATE

Kelley's Market
Tyler Creek
West elevation
52" x 36'
165.6 sq ft



Kelley's Market
Tyler Creek
South elevation
40" x 28'
100.0 sq ft



Kelley's Market
Tyler Creek
East elevation
36" x 24'
72 sq ft





4'

8'



WALL SIGN
Vertical Clearance from the bottom of sign
to the grade below permitted to be less than
nine feet.

18"

20'

Touch Free Car Wash

Kelley's Market
Tyler Creed
Car Wash
18" x 20'
32 sq ft





B SITE CONFIGURATIONS

CANOPY SIGN Located on two sides of canopy.

***See installation guide**

SINGLE LETTER SPECS:

"M" = 2.88 sq ft
"o" = 1.44 sq ft
"b" = 1.83 sq ft
"i" = .80 sq ft
"l" = .83 sq ft
TOTAL = 7.78 sq ft

LETTER SPECS:

22.445" X 73.927" = 11.5 SF

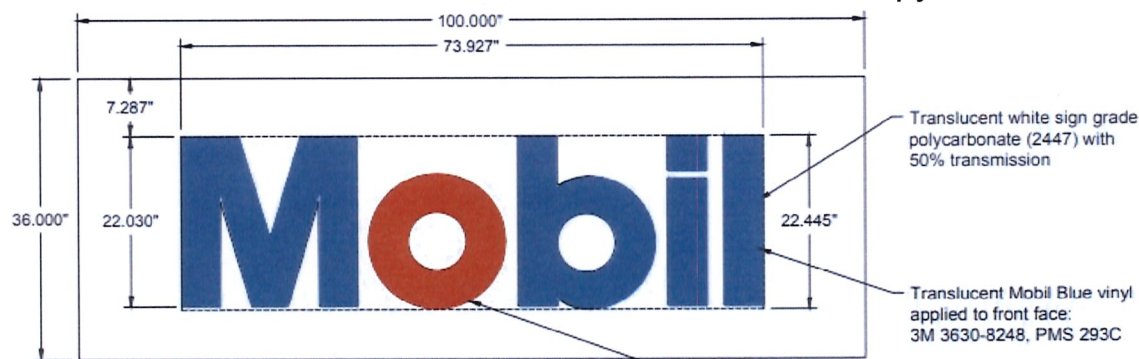
SIGN SPECS:

36" X 100" = 25 SF

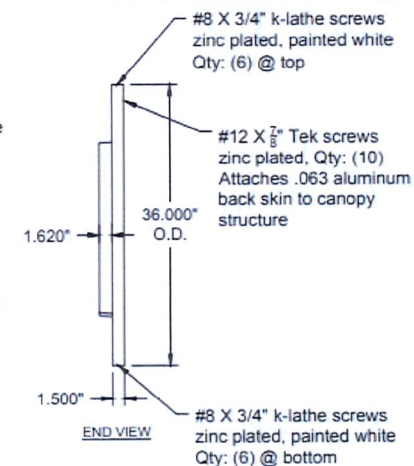
UL NUMBER:

E84811

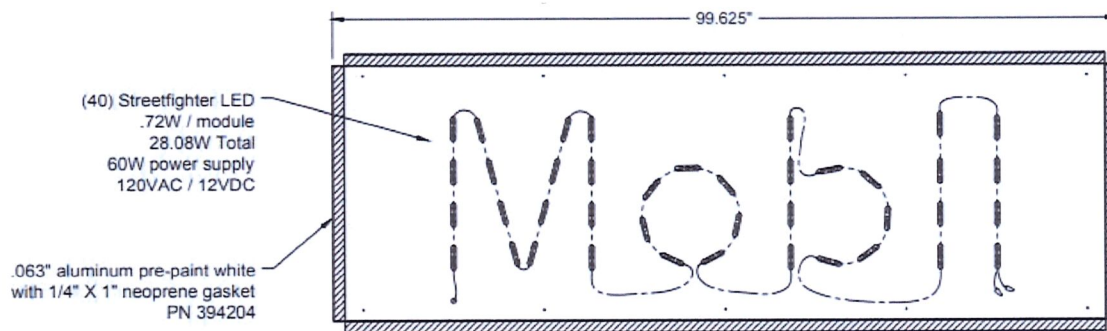
Appx weight of sign = 75lbs



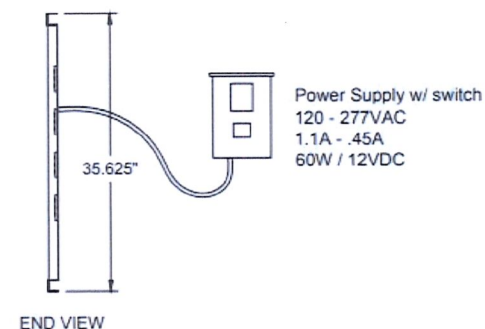
FRONT VIEW - PUSH THRU LETTERS IN FACE



END VIEW



INTERNAL DETAILS



END VIEW

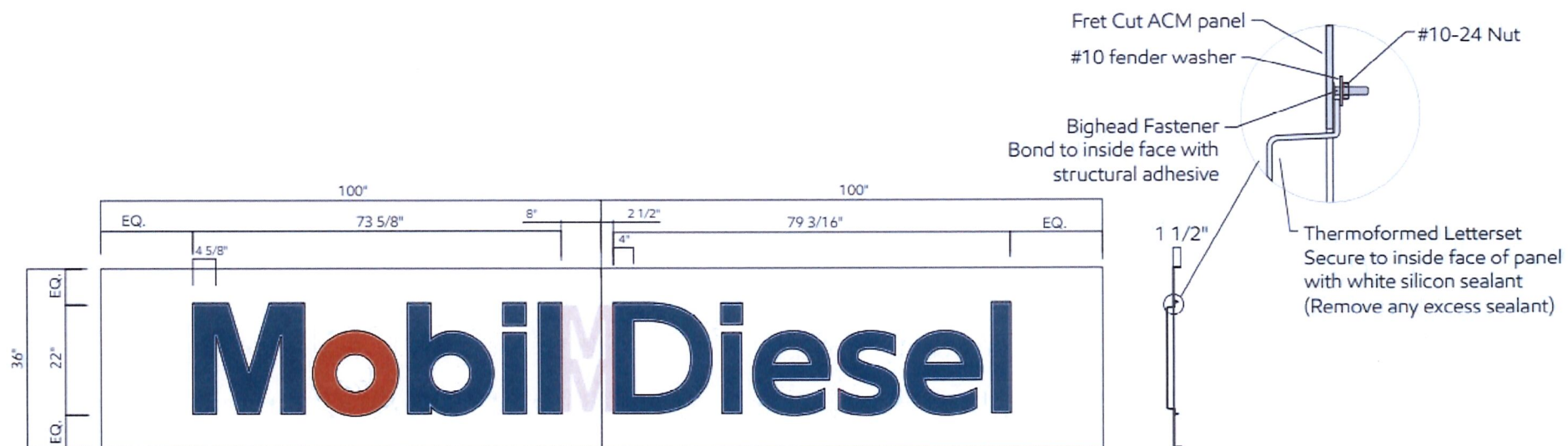


NIGHT VIEW

A SITE CONFIGURATIONS

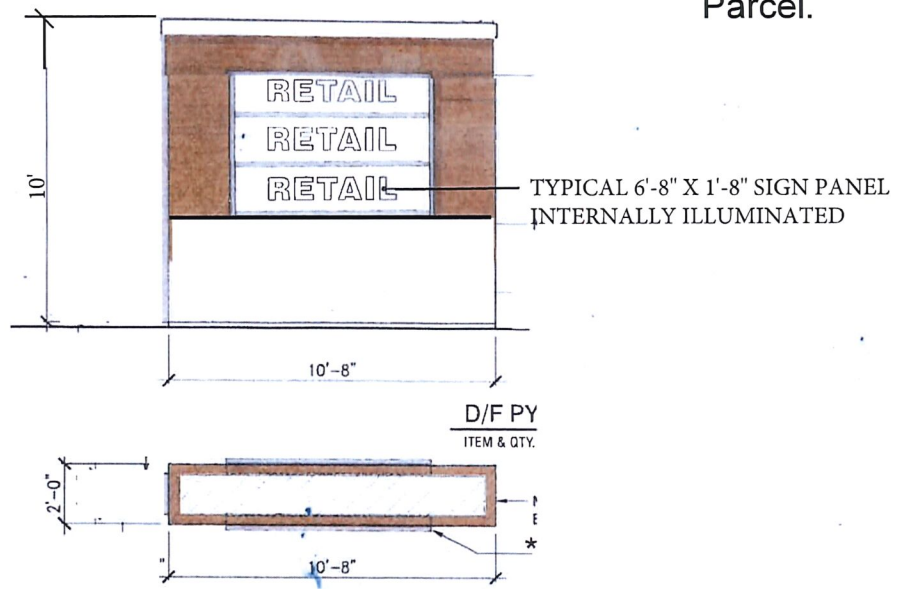
DIESEL CANOPY SIGN Located on two sides of canopy.

*See installation guide



POLE SIGN

For benefit of Owner's Retained Parcel.



DATE	REVISION
1-27-17	RECESS 8" CAB'S 4" PAST FACE BRICK
2-07-17	RECESS 6" CAB'S 4" PAST FACE BRICK (FONT PER CLIENT)
2-10-17	REV LETTER FONT TO "CHRONICLE TEXT 6.1 SEMI-BOLD" AND ADJUSTED FOR THICKER STROKE
4-26-17	BOTT. 6 TENANTS EQUAL

CUSTOMER APPROVAL _____ **DATE** _____

This design is the original and unpublished work of DOYLE SIGNS, INC. and may not be reproduced, copied or exhibited in any fashion without the expressed written consent from an authorized officer of The Company. The rights to this design may be purchased.

CLIENT ISLAND LAKE RETAIL
ADDRESS SIGNAGE
CITY _____ **STATE** IL
DRWG. NO. #15779 **SCALE:** NOTE

**AMENDED AND RESTATED
ANNEXATION AND DEVELOPMENT AGREEMENT**

**EXHIBIT D
PRELIMINARY PLAT**

See attached.

PRELIMINARY PLAT OF CLARK STREET ISLAND LAKE SUBDIVISION

PART OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 44 NORTH, RANGE
9 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCHENRY COUNTY, ILLINOIS

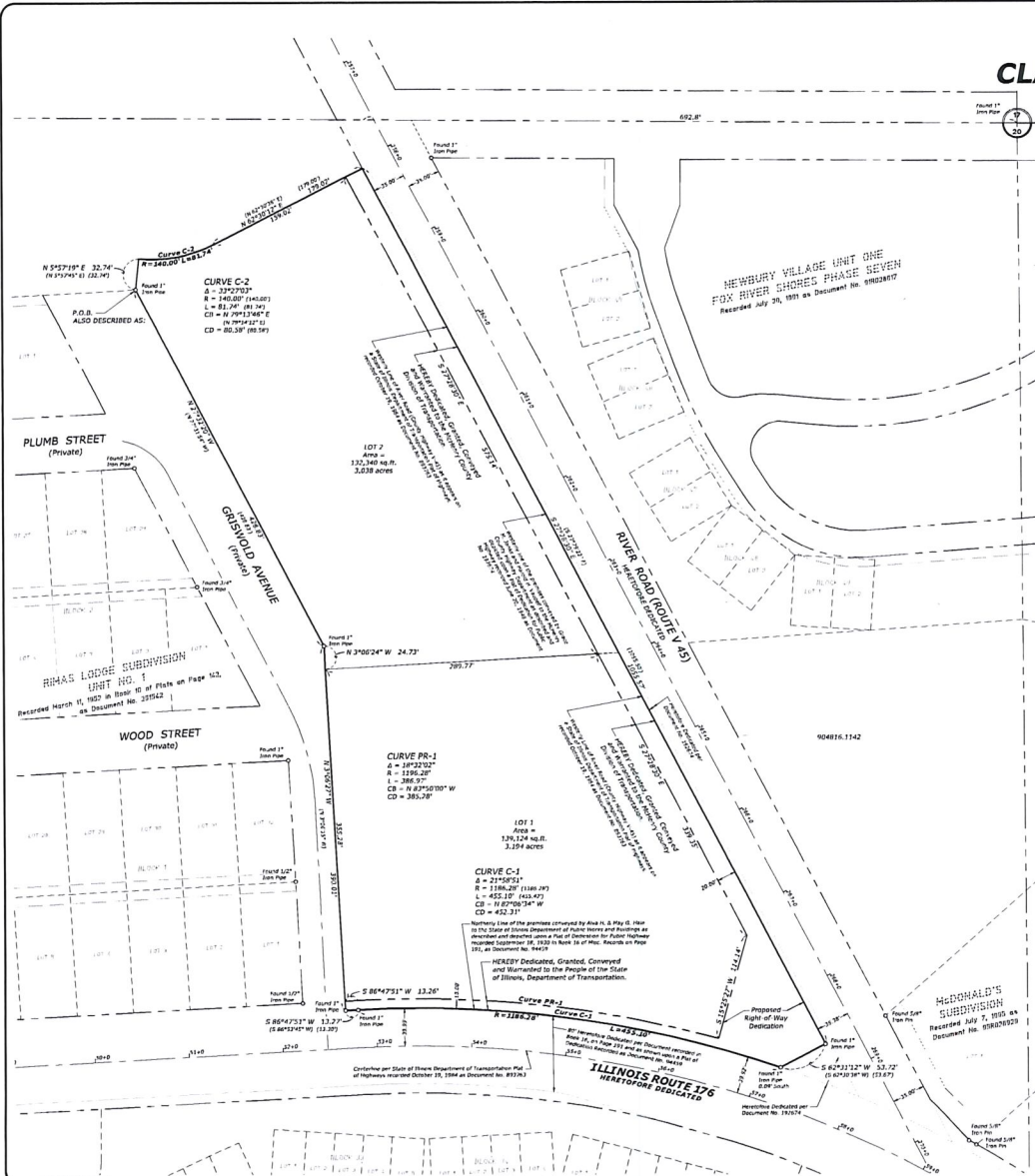


PROPOSED PROPERTY AREA

PROPOSED LOT 1 = 139,134 SQUARE FEET (3.194 ACRES)
PROPOSED LOT 2 = 132,340 SQUARE FEET (3.038 ACRES)
PROPOSED RIGHT OF WAY DEDICATION 31,876 SQUARE FEET (0.732 ACRES)
AREA IN EXISTING RIGHT OF WAY = 5.00 SQUARE FEET (0.000 ACRES)

PROPOSED ZONING

PROPOSED LOT 1 = _____
PROPOSED LOT 2 = _____



**AMENDED AND RESTATED
ANNEXATION AND DEVELOPMENT AGREEMENT**

**EXHIBIT E
FINAL PLAT**

See attached.

FINAL PLAT OF CLARK STREET ISLAND LAKE SUBDIVISION

PART OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 44 NORTH, RANGE
9 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCHEENY COUNTY, ILLINOIS



EXISTING PIN

PART OF 15-20-101-001

PROPOSED PROPERTY AREA

PROPOSED LOT 1 = 139,124 SQUARE FEET (3.194 ACRES)
PROPOSED RIGHT OF WAY DEDICATION 20,285 SQUARE FEET (0.466 ACRES)
AREA IN EXISTING RIGHT OF WAY = 0.00 SQUARE FEET (0.000 ACRES)

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE
SYSTEM, EAST ZONE (NAD 83), AS ESTABLISHED USING REAL-TIME
KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS)
UTILIZING DIFFERENTIAL GPS OBSERVATIONS.

SUBDIVIDER / DEVELOPER

CSD ISLAND LAKE, LLC
980 NORTH MICHIGAN AVENUE SUITE 1280
CHICAGO, ILLINOIS

SUBMITTED BY / RETURN TO:

CSD ISLAND LAKE, LLC
980 NORTH MICHIGAN AVENUE SUITE 1280
CHICAGO, ILLINOIS 60611-4523

OWNER / TAXPAYER:

ISLAND LAKE PROPERTIES, LLC
980 NORTH MICHIGAN AVENUE SUITE 1280
CHICAGO, ILLINOIS 60611-4523

SHEET INDEX

SHEET 1 OF 2 EXISTING AND PROPOSED LOT AND EASEMENT DETAILS
SHEET 2 OF 2 CERTIFICATES, LEGAL DESCRIPTION

LEGEND

---	EXISTING LOT LINE
---	BOUNDARY LINE
N 20°37'40" W	MEASURED DIRECTION/DISTANCE
(N 22°30'57" W)	RECORD DIRECTION/DISTANCE
---	SECTION LINE
○	CURVE LINE
●	SURVEY MONUMENT FOUND
⊠	RIGHT-OF-WAY MARKER
---	SETBACK LINE
---	EASEMENT LINE
⊠	SECTION CORNER



SHEET 1 of 2
ARC 22080
Rev: 11/04/2022

Exhibit E: Final Plat

OWNER'S CERTIFICATE

This is to certify that _____ is the legal owner of the land described on the attached plat, and has caused the same to be surveyed, subdivided and platted as shown by the plat for the uses and purposes indicated thereon and does hereby acknowledge and adopt the same under the style and title thereon indicated.

This is to also certify that the undersigned, as owner of the property described as Clark Street Island Lake Subdivision and legally described on the plat of the same name, have determined to the best of our knowledge the school district in which the subdivision lies is Grade School District No. 15, High School District No. 156 and Junior College District No. 528.

Dated this _____ day of _____, A.D., 20 _____.

By: _____ OWNER'S NAME AND ADDRESS

Printed Name and Title

NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF _____) SS

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ who is personally known to me to be the same whose name is subscribed to the foregoing certificate, appeared before me this day in person and acknowledged that they did sign and deliver this annexed plat as a free and voluntary act for the purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, A.D., 20 _____.

Notary Public

MORTGAGEE'S CONSENT

The undersigned, as Mortgagee, under the provisions of a certain Mortgage dated _____ and recorded in the Recorder's Office of _____ County, _____, on this _____ day of _____, A.D., _____, as Document Number _____, hereby consents to the subdivision stated herein.

Dated: _____, A.D., 20 _____.

By: _____ MORTGAGEE'S NAME AND ADDRESS

Printed Name and Title

Attest: _____

Printed Name and Title

MORTGAGEE'S NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF _____) SS

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ who are personally known to me to be the same whose names are subscribed to the foregoing certificate, appeared before me this day in person and acknowledged that they did sign and deliver this instrument as a free and voluntary act for the uses and purposes herein set forth.

Given under my hand and Notarial Seal this _____ day of _____, A.D., 20 _____.

Notary Public

BOARD OF TRUSTEES' CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF MCHENRY) SS

Approved by the Board of Trustees of the Village of Island Lake, McHenry County, Illinois,

This _____ day of _____, A.D., 20 _____.

Village President

Attest: _____ Village Clerk

OWNER'S CERTIFICATION AND CONVEYANCE OF RIGHT-OF-WAY TO IDOT

This is to certify that _____ is/are the owner(s) of the Right-of-Way described above and as owner(s) hereby grant, convey and warrant to the People of the State of Illinois, Department of Transportation the Right-of-Way described above.

Dated this _____ day of _____, 20 _____.

By: _____ Signature

Name and Title

By: _____ Signature

Name and Title

ILLINOIS DEPARTMENT OF TRANSPORTATION ACCEPTANCE

The proposed conveyance of Right-of-Way to the People of the State of Illinois, Department of Transportation is hereby accepted.

By: _____ Date: _____, 20 _____
Anthony J. Quigley, P.E.,
Region One Engineer

ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE

This Plat has been approved by the Illinois Department of Transportation with respect to roadway access pursuant to Paragraph 2 of "An Act to Revise the Law in Relation to Plats," as amended. A plan that meets the requirements contained in the Department's "Policy on Permits for Access Driveways to State Highways" will be required by the Department.

By: _____ Date: _____, 20 _____
Anthony J. Quigley, P.E.,
Region One Engineer

OWNER'S CERTIFICATION AND CONVEYANCE OF RIGHT-OF-WAY TO MCDOT

This is to certify that _____ is/are the owner(s) of the Right-of-Way described above and as owner(s) hereby grant, convey and warrant to the McHenry County, Division of Transportation the Right-of-Way described above.

Dated this _____ day of _____, 20 _____.

By: _____ Signature

Name and Title

By: _____ Signature

Name and Title

MCHENRY COUNTY DIVISION OF TRANSPORTATION ACCEPTANCE

The proposed conveyance of Right-of-Way to the McHenry County, Division of Transportation is hereby accepted.

By: _____ Date: _____, 20 _____.

FINAL PLAT OF CLARK STREET ISLAND LAKE SUBDIVISION

PART OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 44 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCHENRY COUNTY, ILLINOIS

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF MCHENRY) SS

I, _____, County Clerk in and for the County of McHenry and the State of Illinois, do hereby certify that there is no delinquent general taxes, no unpaid current general taxes, no unpaid delinquent taxes, and no redeemable tax against any of the land included in the annexed plat.

I further certify that I have received all statutory fees in connection with the annexed plat.

Given under witness my hand and seal this _____ day of _____, A.D., 20 _____.

County Clerk of McHenry County, Illinois

RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF MCHENRY) SS

This instrument was filed for record in the Recorder's Office of McHenry County, Illinois, this _____ day of _____, A.D., 20 _____, at _____ O'Clock _____, M., and recorded in Map Book _____ Page _____, as Document No. _____.

By: _____

McHenry County Recorder

SURFACE WATER DRAINAGE CERTIFICATE

I, _____, owner, and I, Ryan Swanson, Professional Engineer of the State of Illinois, do hereby certify that to the best of our knowledge and belief the drainage of surface waters will not be changed by the construction of this subdivision or any part thereof, or, if such surface water drainage will be changed, reasonable provision has been made for collection and diversion of surface waters into public areas, or drains which the subdivisor has a right to use, and that such surface waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the subdivision.

By: _____ Date: _____, 20 _____
Ryan Swanson
Arc Design Resources, Inc.
5291 Zenith Parkway
Loves Park, Illinois 61111

By: _____

OWNER'S NAME AND ADDRESS

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF MCHENRY) SS

Approved by the Plan Commission of the Village of Island Lake, McHenry County, Illinois,

This _____ day of _____, A.D., 20 _____.

Chairman

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF MCHENRY) SS

I, _____, Village Engineer of the Village of Island Lake, do hereby certify that the land improvements described in the annexed plat and the plans and specifications thereof, meet the minimum requirements of said Village.

This _____ day of _____, A.D., 20 _____.

Village Engineer

Illinois Registered Professional Engineer No. _____

SURVEYORS' NOTES:

- DISTANCES ARE MARKED IN FEET AND DECIMAL PARTS THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.
- SURVEY IS BASED ON FIELD WORK PERFORMED BY ARC DESIGN RESOURCES, INC. ON JULY 6, 2022.
- THIS SURVEY IS SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT. EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENTS OF RECORD MAY NOT BE SHOWN.
- THIS SURVEY WAS PREPARED FOR CSD ISLAND LAKE, LLC BASED ON A COMMITMENT FOR TITLE INSURANCE ISSUED BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO. CH2020412316 DATED JUNE 8, 2022.

PERMISSION TO RECORD

STATE OF ILLINOIS)
COUNTY OF WINNEBAGO) SS

I, Lee S. Spracher, an Illinois Professional Land Surveyor, hereby grant permission to the owner's representative to record this plat on or before June 30, 2023. The representative shall provide this surveyor with a recorded copy of this plat.

Illinois Professional Land Surveyor No. 035-3436
License Expires November 30, 2024

SURVEYORS' CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF WINNEBAGO) SS

This is to declare that the property described hereon was surveyed and subdivided by Arc Design Resources, Inc. under the supervision of an Illinois Professional Land Surveyor and that the plat hereon drawn is a correct representation of said survey and subdivision.

A parcel of land being part of the North Half of the fractional Northwest Quarter of Section 20,

Township 44 North, Range 9 East of the Third Principal Meridian, described as follows:
Beginning at the Northwest corner of Rimas Lodge Subdivision Unit No. 1, being a subdivision of part of the North Half of Section 20, Township 44 North, Range 9 East of the Third Principal Meridian, the plat of which subdivision was recorded March 11, 1952 in Book 10 of Plats on Page 142 in the Recorder's Office of McHenry County, Illinois; thence South 27 degrees 12 minutes 20 seconds East along the Easterly line of said Rimas Lodge Subdivision Unit No. 1, a distance of 428.83 feet to an angle point in said Easterly line; South 3 degrees 06 minutes 27 seconds East along the Easterly line of said Rimas Lodge Subdivision Unit No. 1, a distance of 24.72 feet to the Point of Beginning for the hereinafter described parcel of land; thence North 88 degrees 53 minutes 36 seconds East, a distance of 311.73 feet to the Westerly line of the premises conveyed by Grace M. Janks and Harold H. Vagstad to the McHenry County Highway Department as described and depicted upon a Plat of Dedication for Public Dedication for Public Highway recorded September 16, 1930 in Book 16 of Misc. Records on Page 191, at Document No. 94459 in said Recorder's Office; thence Westerly along the Northerly line of said last mentioned premises, along a non-tangent curve to the left whose radius is 1186.28 feet and whose center lies to the South, the long chord of which curve bears North 82 degrees 06 minutes 34 seconds West, a chord distance of 452.31 feet; thence South 86 degrees 47 minutes 51 seconds West along the Northerly line of said last mentioned premises, a distance of 12.27 feet to the Southerly extension of the Easterly line of said Rimas Lodge Subdivision Unit No. 1; thence North 3 degrees 06 minutes 27 seconds West along the Southerly extension of the Easterly line and the Easterly line of said Rimas Lodge Subdivision Unit No. 1, a distance of 365.78 feet to the Point of Beginning, containing 3.659 acres, more or less, all being situated in the County of McHenry and the State of Illinois.

All distances are shown in feet and decimal parts thereof. Iron pins 3/4" x 48" have been set at all corners marked with a solid dot. Iron pins 5/8" x 36" have been set at all other lot corners.

WE FURTHER DECLARE that the property described on the annexed plat lies within the corporate limits of the Village of Island Lake, McHenry County, Illinois, which has adopted a Village Plan and is exercising the special power authorized by 65 ILCS 5, Section 15-12-16.

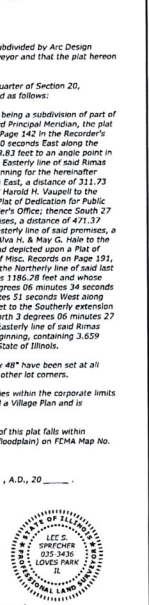
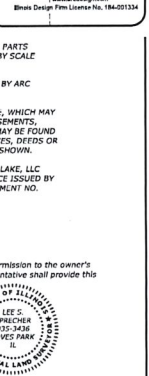
WE FURTHER DECLARE that the property presented within the boundary of this plat falls within unshaded Zone X (areas determined to be outside the 0.2% annual chance floodplain) on FEMA Map No. 17111C0373 with an effective date of November 16, 2006.

Given under my hand and seal this _____ day of _____, A.D., 20 _____.

Lee S. Spracher
Illinois Professional Land Surveyor No. 035-3436
Arc Design Resources, Inc.
5291 Zenith Parkway
Loves Park, IL 61111
(815)484-4300 My current license expires _____

ARC DESIGN
RESOURCES INC.

5291 ZENITH PARKWAY
LOVES PARK, IL 61111
VOICE: (815)484-4300
FAX: (815)484-4303
www.arcdesign.com
Illinois Design Firm License No. 164-001334



SHEET 1 of 2
ARC 22080
Rev: 11/05/2022

**AMENDED AND RESTATED
ANNEXATION AND DEVELOPMENT AGREEMENT**

**EXHIBIT F
ASSUMPTION AND ASSIGNMENT AGREEMENT**

See attached.

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made as of the ____ day of 2022 by and between Island Lake Properties, LLC, a Delaware limited liability company (hereinafter referred to as the "Assignor") and _____, a corporation (hereinafter referred to as "Assignee").

WITNESSETH:

Assignor and Assignee entered into that certain Contract of Sale dated _____. Said Contract provides for the sale of ____ acres of land (Lot __) in the Clark Street Island Lake Subdivision in Island Lake, McHenry County, Illinois (the "Property").

The Property is the subject of an existing Amended and Restated Annexation Agreement ("Annexation Agreement") dated ____, 2022, by and between Island Lake Properties, LLC and the Village of Island Lake.

Pursuant to the Annexation Agreement, the developer of a Lot in the Clark Street Island Lake Subdivision shall execute an Assumption and Assignment agreement so that all right, title, interest and obligations related to Lot ____ shall become the sole responsibility of Assignee, and Assignor shall, by execution of this Assumption and Assignment Agreement, be released of all right, title, interest and obligations related to Lot __ as of the date of this Assignment and Assumption Agreement

Assignor desires to assign all of its right, title and interest and obligations related to Lot ____ in and to the Annexation Agreement to Assignee as of the date of this Assignment and Assumption Agreement.

For good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer, set over and convey unto Assignee any and all of Assignor's right, title, interest, and obligation, related to Lot __ in, to and under that certain Annexation Agreement dated ____, 2022 by and between Assignor, as Owner and Village of Island Lake as Village. A true and correct copy of the Annexation Agreement is attached hereto as Exhibit "A" and made a part hereof.

1. Assumption of Obligations. Assignee hereby accepts the assignment of the Annexation Agreement insofar as it relates to Lot __ in the Clark Street Island Lake Subdivision subject to the term and conditions thereof, and does hereby assume and become responsible for and agree to perform, discharge, fulfill and observe all of Assignor's obligations, covenants and conditions with respect to the Annexation Agreement with respect to Lot __, with the same force and effect as if Assignee were the original party thereto and agrees to be liable for the observation and performance thereof. The provisions of the preceding sentence and all parts of this Assignment shall inure to the benefit of Assignor and its successors and assigns.

2. Assignor's Obligations. Notwithstanding anything contained herein to the contrary, Assignor shall remain responsible for all obligations, covenants, conditions and provisions accruing prior to the date of this Assignment.

3. Pre-conditions of Effectiveness of Assumption and Assignment Agreement. In addition to the provisions in this Agreement, the following conditions must be established to exist for this Assumption and Assignment Agreement to be in full force and effect at the time of its execution.

- a. All Public Improvements for the development of the portion of the Property being sold or transferred will be installed and guaranteed in accordance with this Agreement and the ordinances of the Village;
- b. The Village has remaining in place acceptable assurances of performance that any development responsibilities not yet satisfactorily completed related to the portion of the Property or related offsite improvements will be completed;
- c. Any outstanding monetary obligations of the selling Owner due and payable to the Village as of the time of conveyance have been satisfied in full; and
- d. There is no violation of the Village's ordinances or this Agreement involving the Property being transferred unless the violation is applicable to the entire Property.

4. Claims. If either Assignor or Assignee receives notice of a claim, lien or encumbrance relating to Lot ____ or the Annexation Agreement which pertains to an indemnification given by the other party hereunder, the party receiving such notice shall give written notice of the same to the other party.

5. Notice. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered as properly given if mailed by first class United States mail, postage prepaid registered or certified with return receipt requested, or by delivering same in person to the intended address or by prepaid telegram, as follows:

If to Assignor:

With a copy to:

If to Assignee:

With a copy to:

or at such other place as any party hereto may by notice in writing designate as a place for service of notice hereunder. Notice so mailed shall be effective upon expiration of three (3) business days after its deposit. Notice given in any other manner shall be effective only if and when received by the addressee.

6. Assignee's Indemnification. Assignee shall indemnify, defend and hold harmless Assignor from and against any and all liabilities, obligations, claims, liens or encumbrances, in so far as it relates to Lot __, in any way related to the Annexation Agreement and arising or accruing on or after the date of this Assignment, or in any way related to or arising from any act, conduct, omission, contract or commitment of Assignee at any time or times on or after the date of this Assignment.

7. Assignor's Indemnification. Assignor shall indemnify, defend and hold harmless Assignee and Lot __ from and against any and all liabilities, obligations, claims, liens or encumbrances in any way related to Lot __ and arising or occurring before the date of this Assignment, or in any way related to or arising from any act, conduct, omission, contract or commitment of Assignor at any time or times prior to the date of this Assignment.

8. Successors. The terms, covenants, conditions and warranties herein contained and the powers hereby granted shall inure to the benefit of, and bind, an parties hereto and their respective successors and assigns.

9. Severability. If any provision of this Agreement or the application thereof to any entity, person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Assignment and the application of its provisions to other entities, persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

10. Third Party Beneficiaries. It is expressly agreed by Assignor and Assignee that this Assignment shall not be construed or deemed made for the benefit of any third party or parties.

11. Entire Agreement. This document contains the entire agreement concerning the assignment between the parties hereto. No variations, modifications or changes herein or hereof shall be binding upon any party hereto, unless set forth in a document duly executed by, or on behalf of, such party.

12. Construction. Whenever used herein and the context requires it, the singular number shall include the plural, the plural the singular, and any gender shall include all genders.

13. Governing Law. The parties agree that the law of the State of Illinois shall govern the performance and enforcement of this Assignment.

14. Counterparts. This Assignment may be executed in one or more multiple counterparts. Each counterpart shall constitute an original and, taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNEE:

BY:
Name: _____
Title: _____

ASSIGNOR:

BY: _____
Name: _____
Title: _____

CERTIFICATION

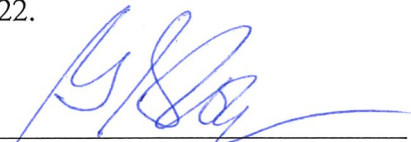
I, GEORGINE COOPER, do hereby certify that I am the duly qualified Clerk of the Village of Island Lake, Lake and McHenry Counties, Illinois, and that as such Clerk, I am the keeper of the ordinances, records, corporate seal and proceedings of the Mayor and Board of Trustees of said Village of Island Lake.

I do hereby further certify that at a meeting of the Mayor and Board of Trustees of the Village of Island Lake, held on the 10th day of November, 2022, the foregoing Ordinance entitled *An Ordinance Authorizing Execution of an Amended and Restated Annexation and Agreement with Island Lake Properties, LLC and Kelley Williamson Company*, was duly passed and approved by the Mayor and Board of Trustees of the Village of Island Lake.

The pamphlet form of Ordinance No. 1655-22, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was available from the Village Clerk commencing on the 11th day of November, 2022, and continuing for at least 10 days thereafter.

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

IN WITNESS WHEREOF, I have affixed my name as Clerk and caused the seal of said Village to be affixed hereto this 11th day of November, 2022.



Georgine Cooper, Clerk,
Village of Island Lake
Lake and McHenry Counties, Illinois

SEAL

