

**ORDINANCE NO. 12-47**

***An Ordinance Authorizing the Execution of an Annexation Agreement Between the Village of East Dundee and Pampered Pet Services Resort & Spa, Inc.***

WHEREAS, Pampered Pet Services Resort & Spa, Inc., an Illinois corporation (the "Owner"), is the sole owner of record of property consisting of 1.69 acres, more or less, is commonly known as 14N837 Route 25, Dundee, Kane County, Illinois, assigned property index numbers of 03-36-105-017 and 03-35-228-006 and legally described as follows (the "Property"):

That part of the northeast quarter of Section 35 and part of the northwest quarter of Section 36, Township 42 north, Range 8 east of the Third Principal Meridian, described as follows: commencing at the intersection of the southerly line, extended westerly, of Fox River Bluffs Unit No. 5, being a subdivision of part of said Sections 35 and 36, with the easterly right of way line of State Route 25, as conveyed to the State Department of Public Works and buildings by warranty deed recorded January 29, 1968, as document 1106610; thence northerly, along said easterly right of way line, a distance of 179.36 feet for the place of beginning; thence easterly, along a line which forms an angle of 92 degrees 42 minutes 35 seconds to the right with the prolongation of the last described course, a distance of 349.83 feet to the westerly line; extended southerly of Lot 8 in Fox River Bluffs Unit No. 3, as aforesaid; thence northerly, along said westerly line, extended southerly, a distance of 217.98 feet to a point on said westerly line, extended southerly, that is 68.86 feet southerly of the southwest corner of Lot 8 in said Fox River Bluffs Unit No. 3; thence westerly along a line that if extended westerly, would intersect the center line of State Route 25 at a point 49.34 feet southerly of, measured along said center line, extended westerly, of Lot 3 in Fox River Bluffs Unit No. 3, a distance of 349.48 feet to the easterly right of way line of State Route 25, as aforesaid, thence southerly, along said easterly right of way line, a distance of 217.86 feet to the place of beginning; in the township of Dundee, Kane County, Illinois.

WHEREAS, the Property is not located within the corporate boundaries of any municipality, has not been annexed to any municipality, is contiguous to the corporate boundaries of the Village of East Dundee (the "Village") and may be annexed to the Village; and

WHEREAS, the Village desires to enter into that certain Annexation Agreement attached hereto and incorporated herein as Exhibit "A" (the "Agreement"); and

WHEREAS, the Owner and the Village are ready, willing and able to enter into the Agreement and perform the obligations as required therein; and

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

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

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of East Dundee as follows:

SECTION 1: Upon receipt from the Owner of four executed copies of the Agreement, the Village President is hereby authorized and directed to immediately execute, and the Village Clerk is hereby authorized and directed to immediately attest, such four copies of the Agreement.

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 ordinances 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.

Ayes: 7- Trustees Ruffalo, Gorman, Lynam, Miller, VanOstenbridge,  
Skellern & Pres. Bartels

Nays: 0

Absent: 0

Abstain: 0



APPROVED:

Jerald Bartels  
Village President Jerald Bartels

(SEAL)  
ATTEST: Jennifer Rehberg  
Village Clerk Jennifer Rehberg

Passed: 6/30/12

Approved: 6/30/12

Published: 7/7/12

Prepared by/Mail to:

Michael J. Smoron

Zukowski Rogers Flood & McArdle

50 Virginia Street

Crystal Lake, IL 60014

815.459.2050

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**CERTIFICATION**

I, JENNIFER REHBERG, do hereby certify that I am the duly appointed, acting and qualified Clerk of the Village of East Dundee, Kane County, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the President and Board of Trustees of said Village.

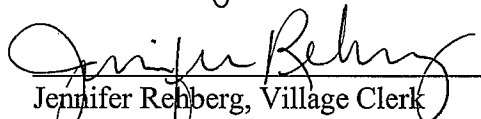
I do hereby further certify that at a regular meeting of the President and Board of Trustees of the Village of East Dundee, held on the 30<sup>th</sup> day of June, 2011, the foregoing Ordinance entitled *An Ordinance Authorizing the Execution of an Annexation Agreement Between the Village of East Dundee and Pampered Pet Services Resort & Spa, Inc.*, was duly passed by the President and Board of Trustees of the Village of East Dundee.

The pamphlet form of Ordinance No 12-47, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the East Dundee Village Hall, 120 Barrington Avenue, East Dundee, IL, commencing on the 7<sup>th</sup> day of July, 2011, and continuing for at least 10 days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Village Clerk.

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 7<sup>th</sup> day of July, 2011.



  
Jennifer Rehberg, Village Clerk  
Village of East Dundee,  
Kane County, Illinois

**PAMPERED PETS PROPERTY ANNEXATION AGREEMENT**

This Annexation Agreement (the "Agreement") is made and entered into this 30<sup>th</sup> day of June, 2012, by and between the Village of East Dundee, a home rule municipal corporation duly incorporated and acting under the laws of the State of Illinois, (the "Village") by and through its President and Board of Trustees (the "Corporate Authorities") and Pampered Pet Services Resort and Spa, Inc., an Illinois corporation (the "Owner").

**RECITALS:**

**WHEREAS**, the Owner represents to the Village that it is the sole owner of record of property comprising 1.69 +/- acres legally described in Exhibit A and made a part hereof ( the "Property"), and that no electors reside thereon ; and

**WHEREAS**, pursuant to the provisions of 65 ILCS 5/11-15.1-1 *et seq.*, of the Illinois Municipal Code, (the "Code"), a proposed annexation agreement in substance and in form substantially the same as this Agreement, was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice as provided by statute; and

**WHEREAS**, pursuant to notice as provided by law, the Planning and Zoning Commission of the Village had held such public hearing prescribed by law and made its recommendations with respect to the requested zoning classification for business and special uses as set forth herein; and

**WHEREAS**, the Corporate Authorities after due and careful consideration have concluded that the annexation of the Property to the Village and its zoning and development on the terms and conditions herein set forth would further enable the Village to control the development of the area and would be in the best interests of the Village; and

**WHEREAS**, the parties desire and intend to preserve the present planned unit development characterization of the Property, notwithstanding its annexation; and

**WHEREAS**, by the affirmative vote of at least two-thirds of the Corporate Authorities then holding office, an ordinance in accordance with the requirements of 65 ILCS 5/11-15.1-3 has been adopted directing the execution of this Agreement.

**NOW, THEREFORE**, in consideration of the promises, mutual covenants and agreements herein set forth, the parties hereto agree as follows:

1. Applicable Law. This Agreement is made pursuant to and in accordance with the provisions of 65 ILCS 5/11-15.1-1 *et seq.* The preceding recitals are hereby made a part of this Agreement.

2. Owner's Agreement to Annexation: The Owner has filed with the Village Clerk an annexation petition for the Property pursuant to and in accordance with the provisions of Section 7-1-8 of the Code. This Agreement shall be null, void and of no force and effect unless this Property is validly annexed to the Village and validly zoned and classified in the B-3 General Service Business District with special uses for i) a planned unit development in accordance with the plan attached hereto consisting of eight pages, prepared by Vanderstappen Surveying and Engineering, Incorporated dated January 22, 2010, with a latest revision date of May 3, 2010 (the "Plan") as set forth in Exhibit B hereto and ii) a veterinary clinic and animal hospital with kennels, all as more fully set forth in this Agreement.

Alternatively, in the event a petition is filed with a court of competent jurisdiction pursuant to 65 ILCS 5/7-1-2, or any related section of the Illinois statutes for the annexation of territory, including the Property, the Owner shall cooperate in such proceedings and not oppose such annexation and take all affirmative actions necessary to facilitate such annexation proceeding.

In the event that any municipal corporation other than the Village shall attempt in any manner to annex the Property, the Owner agrees to take no affirmative action which would aid in such annexation efforts, and if requested by the Village, and conditioned upon all associated costs being paid for by the Village, to actively oppose or assist in the opposition to such annexation effort.

3. Enactment of Annexation Ordinance. The Corporate Authorities will, simultaneously with the ordinance authorizing adoption of this Agreement, enact a valid and binding ordinance ( the "Annexation Ordinance") annexing the Property to the Village. The Annexation Ordinance shall be recorded with the Kane County Recorder's Office along with a plat of annexation for the Property. The recording shall take place no more than thirty (30) days after enactment of the Annexation Ordinance. The costs associated with preparing and recording the plat of annexation shall be paid by the Owner. The Annexation Ordinance shall not in any event, modify or negate the planned unit development status of the Property.

4. Sewer and Water Service. Upon annexation of the Property to the Village, the principal building located upon the Property may, in the Owner's discretion, be connected by the Owner, at the Owner's cost, to the Village's sanitary sewer and potable water transmission mains. In consideration of this Agreement, the Owner shall dedicate to the Village a fifteen (15) foot wide municipal utility easement along and adjacent to the western property line of the Property, as set forth in Exhibit C.

The Village acknowledges that the Owner has paid \$9,250 toward such water and sewer tap on fees and the Village agrees that each of the sewer and water tap on fees will be based upon the Owner being considered a "domestic" user for such tap on fees. The Village agrees to credit or waive the \$2,795 that would otherwise be due for the remainder of such tap on fees. Thus, upon the delivery of the above-described easement to the Village by the Owner, the Owner need not pay any additional amount toward such tap on fees themselves to the Village.

5. Nonconforming Uses and Structures. Any improvements which are in existence and under construction as of the date of this Agreement shall be deemed "legal structures" as such term

may be used in defining nonconforming structures under the then current zoning ordinance regardless of any nonconformity with the then applicable zoning ordinances of the Village, and such improvements may be completed and utilized by the Owner of the Property from time to time. Further, the "user" in existence as of the date of this Agreement upon the Property shall be deemed to be a "legal users" as such term may be used in defining nonconforming uses under the then current zoning ordinance regardless of their conformity with the then applicable zoning ordinances of the Village. The Property shall be issued special use permits for i) a planned unit development in accordance with the Final Plan; and ii) a veterinary clinic and animal hospital with kennels. and may be used for the care and boarding of pets, which may include all services reasonably related thereto, including but not limited to in-home pet sitting, overnight boarding, pet daycare, grooming, dog training, related retail sales and swimming by pets. The Village understands from the Owner that the Owner has been granted the right to have a pet crematorium on the Property and the Village hereby acknowledges such right to have a pet crematorium on the Property as a "grandfathered" use. Improvements or alterations made from time to time to structures existing on the Property as of the date of this Agreement which conform to the then current zoning ordinances and building codes of the Village shall likewise be deemed legal structures .

For purposes of this Agreement, the location and set back of existing buildings and parking lot areas are shown in the Final Plan. Notwithstanding anything contained in Village ordinances or elsewhere, and to the extent permitted by law, the Owner shall maintain handicapped parking spaces only in front of the pet daycare building and in an amount not exceeding \_\_ spaces. Notwithstanding any Village ordinance to the contrary pertaining to required distance between kennels and residential property, the Village consents to the location of the kennels of the Owner within such distance and shall take no action to enforce such ordinances. The Village also consents to the installation of a privacy fence on the perimeter of the Property.

6. Zoning and Building Codes. In addition to the permitted uses as allowed under the B-3 General Service Business District regulations and as otherwise provided in this Agreement, the Owner shall be entitled to the following additional uses, subject to conditions as noted herein: a) Boarding of animals during the day and overnight; b) provision of veterinary and animal crematorium services; and c) all services reasonably related to the foregoing.
7. Sales Tax Rebate. The Village agrees upon annexation of the Property to reimburse to the Owner of the Property, or its successors in interest, a portion of the local allocation of any Use and Occupation Taxes collected by the State of Illinois pursuant to the Use Tax Act, 35 ILCS 105/1 *et seq.*, Service Use Tax Act, 35 ILCS 110/1, *et seq.*, Service Occupation Tax Act, 35 ILCS 115/1 *et seq.*, and the Retailers Occupation tax Act, 35 ILCS 120/1 *et seq.*, as administered by the Illinois Department of Revenue, and actually received by the Village, and generated through economic activity occurring on the Property (the "Local Sales Tax Revenue") up to the limits and for the limited duration set forth below as follows:
  - a. The Village agrees that it shall deposit and hold in a segregated account identified on its books as the "PPSRS Escrow Account", and referred to herein as the "Sales Tax Escrow Account", an amount equal to fifty percent (50%) of the Local Sales Tax Revenue.

- b. The PPSRS Escrow Account funds shall be remitted to the Owner to reimburse it for i) the water and sewer tap on fees paid by the Owner to the Village totaling \$9,250; ii) the out-of-pocket cost of the Owner to connect a service line from the principal building on the Property to the Village's sewer and water transmission mains; and iii) the Village's engineering fees relative to the Property. Once the Local Sales Tax Revenue remitted to the Owner from the Village has matched the amounts spent by the Owner as set forth above and as described in this subparagraph b, the Village shall no longer rebate any Local Sales Tax Revenue to the Owner and shall terminate the PPSRS Escrow Account.
  - c. The Owner agrees to execute a Consent to Disclosure Agreement in such form as may be approved by the State of Illinois authorizing the Illinois Department of Revenue to release sales tax records for the Owner's business located upon the Property. If the Department of Revenue cannot provide such information for any reason, the Owner shall furnish or cause to be furnished to the Village copies of all Retailer's Occupation Tax reports or other applicable tax reports as may be required to be filed with the State of Illinois for the purpose of Identifying Municipal Retailer's and Service Occupation taxes paid. The Village shall have no obligation under this Agreement to make reimbursements hereunder unless and until such tax reports are either received from the State of Illinois or timely filed with the Village. For purposes of this Agreement, such reports shall be considered timely filed if they are delivered to the Village within sixty (60) days of their due date to the State of Illinois. In the event the Village relies on tax reports submitted to the Village by the Owner due to the inability of the State to supply such information, the Owner shall summarize and recapitulate such reports in a form acceptable to the Village. Directions as to the form of such reports shall be reasonably exercised by the Village.
  - d. In the event that the Owner leases or rents any portion of the Property to a third party, the Owner shall, as a condition of said lease, require the lessee to complete a Consent to Disclosure Agreement and/or provide to the Village such information as noted above to calculate any sales tax as may be received. In the event the lessee fails to supply the Village with such information, any sales tax received shall not be credited towards to the PPSRS Escrow Account as noted herein.
  - e. The Village shall have no obligation to the Owner to escrow funds until such Local Sales Tax Revenue has been actually received by the Village for the time period reported by the Owner.
  - f. Any reimbursement of escrowed amounts calculated herein shall also be less any processing and collection fees imposed upon the Village by the State of Illinois.
8. Sign Ordinances. Any sign on the Property shall satisfy the criteria in the current Village Code.
9. No Annexation Fees. No annexation fees, permit or other fees shall be imposed upon the Owner as a charge or levy upon the annexation itself of said Property into the Village.



10. Compliance with Applicable Ordinances. Except as otherwise provided herein, upon annexation the Owner agrees to comply with all ordinances of the Village as amended from time to time in the development of the Property, provided that all new ordinances, amendments, rules and regulations relating to zoning, building, and subdivision of land adopted after the date of this Agreement shall be equally applicable to all property similarly zoned and situated.
11. Facilitation of Development. Time is of the essence of this Agreement, and all parties will make every reasonable effort to expedite the completion of all matters contemplated herein, including, without limitation, expedited issuance of a temporary certificate of occupancy. It is further understood and agreed that the successful consummation of this Agreement and the development of the Property in the best interest of all the parties requires their continued cooperation. The Owner does hereby evidence its intention to fully comply with all Village requirements, its willingness to discuss any matters of mutual interest that arise, and its willingness to assist the Village to the fullest extent possible. The Village does hereby evidence its intent to cooperate in the resolution of mutual problems and its willingness to facilitate the development of the Property, as contemplated by the provisions of this Agreement. In furtherance, but not in limitation of the foregoing, the Village agrees that with respect to the construction of the Property, that it shall permit the Owner when completing construction, to refrain from the use of roof joists, install a drop ceiling throughout the Property, use foam insulation instead of fiberglass and use chain link fencing around the perimeter of the Property, notwithstanding the objection of Kane County in such regard.
12. Conflict with Ordinances. In the event of any conflict between this Agreement and any codes or ordinances of the Village, the provisions of this Agreement shall prevail to the extent of any such conflict or inconsistency.
13. Enforceability of the Agreement. This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties or by an appropriate action at law or in equity to secure the performance of the covenants herein described. If any provision of this Agreement is held invalid, such provisions shall be deemed to be excised herefrom and the invalidity thereof will not affect any of the provisions contained herein. In the event it is determined by any court of competent jurisdiction that any of the covenants of this Agreement cannot legally be performed by the Village, then no further liability for the performance of such covenants or agreements shall attach to the Village or the Owner, any of their officers, agents or employees.

Notwithstanding such judicial determinations, the Village agrees to make every reasonable effort within its lawful authority to carry out the intention of the parties as hereinabove agreed. The Village shall, after such judicial determination, make a good faith effort to substitute a mechanism to accomplish the intent of this Agreement within its powers.

14. Term of Agreement. This will be binding on all parties for a term of twenty (20) years from the date of the execution of this Agreement by the Village.
15. Binding Effect of Agreement: This Agreement shall be binding upon the parties hereto, their respective successors and assigns.

16. Corporate Capacities: The parties acknowledge and agree that the individuals that are members of the group constituting the Corporate Authorities of the Village are entering into this Agreement in their official capacities as members of such group and shall have no personal liability in their individual capacities.
17. Supercession. Upon consummation of the annexation of the Property, this Agreement shall replace and supersede that certain annexation agreement pertaining to the Property dated \_\_\_\_, 1995, which shall thereupon be of no further force or effect.
18. Notices: Any notices required pursuant to the provisions of this Agreement shall be in writing and be sent by certified mail to the following addresses until notice of change of address is given and shall be deemed received on the fifth business day following deposit in the U. S. Mail:

If the Owner: Pampered Pet Services Resort and Spa, Inc.  
14N837 Route 25  
East Dundee, Illinois 60118

Copy to: Marty Robins  
FSB FisherBroyles  
203 North LaSalle, Suite 2100  
Chicago, Illinois 60601

If to the Village: Robert Skurla  
Village Administrator  
Village of East Dundee  
120 Barrington Avenue  
East Dundee, Illinois 60118

Copy to: Village Attorney  
Patrick O'Connor  
20 North Chicago Street, Suite 1250  
Chicago, Illinois 60602

19. Establishment of TIF District. The parties agree that the Village anticipates creating a tax increment financing district ("TIF" district) encompassing the Property and the Owner agrees to cooperate in creating such TIF District and the Village agrees that the Owner may petition for TIF District funds. In such event, the Village and the Owner agree to use good faith efforts to negotiate toward a TIF redevelopment agreement, to be submitted to and considered by the Village's Board of Trustees for approval.
20. 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 this Agreement shall be superior to any such mortgage, lien

or other security interest and the Owner shall provide same to the Village prior to execution and recording of this Agreement.

21. No Disconnection. Notwithstanding any rights that the Owner may have to disconnect the Property from the Village pursuant to the Code, including but not limited to Section 7-3-6 of the Code, the Owner agrees to i) waive any and all rights to disconnect the Property from the Village in exchange for the benefits conferred upon the Property by this Agreement and ii) not to, at any time, disconnect the Property from the Village.
  
22. No objection to Max McGraw. The Owner agrees not to object, protest, or participate in any objection or protest with any other person, and waives any statutory or other right it has to do so, relative to all forms of hunting, fishing, camping, clay-target shooting and other forms of firearms discharge, agriculture, raising of game birds, wildlife and fisheries research, living quarters for employees, interns, researchers and guests, gravel-mining and activities related to all of the foregoing on the Max McGraw Foundation property, as it currently exists (the "Foundation Land Uses"). The Owner agrees not to oppose the Foundation Land Uses and not to seek to curtail or prohibit the Foundation Land Uses.

IN WITNESS WHEREOF, the Corporate Authorities of the Village and the Owner have caused this instrument to be executed by their respective proper officials duly authorized to execute the same on the day and year first above written

**PAMPERED PET SERVICES RESORT AND SPA, INC.**

By: *Sandra J. Hendrickson*  
Sandra J. Hendrickson

Title: President *SJH*

STATE OF ILLINOIS )  
COUNTY OF KANE )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Sandra J. Hendrickson, 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 severally acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 30 day of June, 2012.

(Stamp)



Heather Maieritsch  
Notary Public

**THE VILLAGE OF EAST DUNDEE**, an Illinois municipal corporation

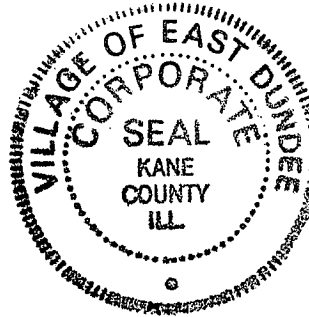
By: \_\_\_\_\_

Jerald Bartels  
Jerald Bartels  
Village President

(SEAL)

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

Jennifer Rehberg  
Jennifer Rehberg, Village Clerk



STATE OF ILLINOIS )  
COUNTY OF KANE )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jerald Bartels, 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 severally acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 30 day of June, 2012.

(Stamp)



Heather Maieritsch  
Notary Public

Z:\E\East Dundee\Pampered Pets\AA - 11-30-11 MJS revisions.doc

EXHIBITS

- EXHIBIT A: Legal and common description  
EXHIBIT B: Final Plan  
EXHIBIT C: Municipal utility easement

EXHIBIT A

LEGAL AND COMMON DESCRIPTION OF THE PROPERTY

THAT PART OF THE NORTHEAST ¼ OF SECTION 35 AND PART OF THE NORTHWEST ¼ OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE, EXTENDED WESTERLY, OF FOX RIVER BLUFFS UNIT NO. 5, BEING A SUBDIVISION OF PART OF SAID SECTION 35 AND 36, WITH THE EASTERLY RIGHT OF WAY LINE OF STATE ROUTE 25, AS CONVEYED TO THE STATE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS BY WARRANTY DEED RECORDED JANUARY 29, 1968 AS DOCUMENT 1106610; THENCE NORTHERLY, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 179.36 FEET FOR THE PLACE OF BEGINNING; THENCE EASTERLY, ALONG A LINE WHICH FORMS AN ANGLE OF 92 DEGREES 42 MINUTES 35 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 349.83 FEET TO THE WESTERLY LINE; EXTENDED SOUTHERLY OF LOT 8 IN FOX RIVER BLUFFS UNIT NO. 3, AS AFORESAID; THENCE NORTHERLY, ALONG SAID WESTERLY LINE, EXTENDED SOUTHERLY, A DISTANCE OF 217.98 FEET TO A POINT ON SAID WESTERLY LINE, EXTENDED SOUTHERLY, THAT IS 68.86 FEET SOUTHERLY OF THE SOUTHWEST CORNER OF LOT 8 IN SAID FOX RIVER BLUFFS UNIT NO. 3; THENCE WESTERLY ALONG A LINE THAT IF EXTENDED WESTERLY, WOULD INTERSECT THE CENTER LINE OF STATE ROUTE 25 AT A POINT 49.34 FEET SOUTHERLY OF, MEASURED ALONG SAID CENTER LINE, EXTENDED WESTERLY, OF LOT 3 IN FOX RIVER BLUFFS UNIT NO. 3, A DISTANCE OF 349.48 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROUTE 25, AS AFORESAID, THENCE SOUTHERLY, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 217.86 FEET TO THE PLACE OF BEGINNING; IN THE TOWNSHIP OF DUNDEE, KANE COUNTY, ILLINOIS.

14N837 Route 25  
East Dundee, Illinois 60118  
PINs: 03-35-228-006-0000; and  
03-36-105-017-0000