

Ordinance No. 2019-12

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT  
FOR APPROXIMATELY THIRTEEN ACRES**

WHEREAS, The Village of West Dundee, Kane County, Illinois (the "Village"), is a home rule municipality pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois, and as such, may exercise any power and perform any function pertaining to its government and affairs; and,

WHEREAS, Kurt W. Anstaett, as Successor Trustee of the Eleanor Heuser Anstaett Declaration of Trust, dated January 14, 1997; Rosemary H. Bentley, as Trustee of the Bentley Family Trust, dated June 9, 1978; H. Frederick Heuser and Judith Surridge Heuser Revocable Living Trust under Trust Agreement dated January 14, 1995; and Richard R. Heuser, individually (collectively, the "Owners") filed a petition with the Village to annex approximately 13-acres (the "Subject Property") legally described in said petition, upon certain terms and conditions as set forth in the Annexation Agreement attached hereto; and,

WHEREAS, a public hearing was held by the President and Board of Trustees of the Village (the "Corporate Authorities") held a public hearing on said Annexation Agreement, after due notice, all as required by Section 11-15.1-3 of the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.); and,

WHEREAS, the Corporate Authorities have determined it to be in the best interest of the Village to approve said Annexation Agreement.

NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES, VILLAGE OF WEST DUNDEE, KANE COUNTY, ILLINOIS, as follows:

Section 1: The Annexation Agreement attached hereto and made a part hereof is hereby approved and the Village President and Village Clerk are hereby authorized to execute and deliver said Agreement and to undertake any and all action as may be required to implement its terms.

Section 2: 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 by the Board of Trustees of the Village of West Dundee, Kane County, Illinois, and approved by the President of said Village this 22<sup>nd</sup> day of July, 2019.

AYES: Trustees Price, Yuscka, Anderley, Wilbrandt and Kembitzky  
NAYS: None  
ABSENT: Trustee Hanley

APPROVED:



Christopher Nelson, Village President

ATTEST:

  
Barbara Traver, Village Clerk

Passed: July 22, 2019  
Approved: July 22, 2019  
Published: July 23, 2019

Prepared by:  
Village of West Dundee  
Community Development Department  
100 Carrington Drive  
West Dundee, IL 60118

**EXHIBIT A**

**ANNEXATION AGREEMENT**

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF KANE         )

FINAL

**ANNEXATION AGREEMENT**

This Annexation Agreement (hereinafter (“*Agreement*”), is made and entered into this 22<sup>nd</sup> day of July, 2019, by and between the Village of West Dundee, Kane County, a municipal corporation, hereinafter referred to as the “*Village*” and KURT W. ANSTAETT, AS SUCCESSOR TRUSTEE OF THE ELEANOR HEUSER ANSTAETT DECLARATION OF TRUST, DATED JANUARY 14, 1997; ROSEMARY H. BENTLEY, AS TRUSTEE OF THE BENTLEY FAMILY TRUST, DATED JUNE 9, 1978; H. FREDERICK HEUSER AND JUDITH SURRIDGE HEUSER, AS CO-TRUSTEES OF THE H. FREDERICK HEUSER AND JUDITH SURRIDGE HEUSER REVOCABLE LIVING TRUST UNDER TRUST AGREEMENT DATED JANUARY 14, 1995; AND RICHARD R. HEUSER, INDIVIDUALLY (collectively, the “*Owner*”).

**WITNESSETH:**

**WHEREAS**, the Owner owns fee simple interest to the real property which is legally described in Exhibit A attached hereto, consisting of approximately 13 acres, more or less (the “*Subject Property*”), currently contiguous to the Village and not within the corporate limits of any other municipality; and

**WHEREAS**, it is the desire of the Owner to provide for the annexation of the Subject Property and to use the Subject Property in accordance with the terms of this Agreement and the ordinances of the Village; and, to provide that when annexed, the Subject Property is to be zoned as SD Special Development District pursuant to Title 10, Chapter 7 of the West Dundee Municipal Code; and

**WHEREAS**, it is the desire of the President and Board of Trustees of the Village (the “*Corporate Authorities*”) to annex the Subject Property and to permit the continuation of its agricultural use, until a plan for development of the Subject Property is approved; and

**WHEREAS**, Owner and Village have or will perform and execute all acts required by law to effectuate the annexation of the Subject Property; and

**WHEREAS**, the Plat of Annexation attached hereto and incorporated herein by reference as Exhibit B is a true and accurate representation of the Subject Property to be annexed to the Village pursuant to the provisions of this Annexation Agreement; and

**WHEREAS**, all notices and publications as required by law relating to the rezoning of the Subject Property and this Agreement have been published and given to the persons or entities entitled thereto, pursuant to the applicable provisions of the Illinois Municipal Code (the "*Municipal Code*"); and

**WHEREAS**, the Owner and the Village agree that upon annexation of the Subject Property to the Village, the Subject Property shall be zoned SD Special Development District pursuant to Title 10, Chapter 7 of the West Dundee Municipal Code; and

**WHEREAS**, the Corporate Authorities of the Village have duly fixed the time for a public hearing on this Agreement and pursuant to legal notice have held such hearing thereon all as required by the provisions of the Municipal Code; and

**WHEREAS**, the Planning and Zoning Commission of the Village have held all public hearings relating to zoning, as may be required by the provisions of the West Dundee Municipal Code (the "*Municipal Code*"); and

**WHEREAS**, in accordance with the powers granted to the Village by the provisions of Section 11-15.1-1 *et seq.* of the Municipal Code (65 ILCS 5/11-15.1-1 *et seq.*), relating to Annexation Agreements, the parties hereto wish to enter into a binding Agreement with respect to the annexation, and zoning of the Subject Property and to provide for various other matters related directly or indirectly to the annexation and use of the Subject Property during the term of this Agreement as authorized by the provisions of said statutes.

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

*Section 1. Annexation.*

The Owner has filed with the Clerk of the Village a duly and properly executed petition pursuant to, and in accordance with, the provisions of Section 5/7-1-1 *et seq.* of the Municipal Code to annex the Subject Property and any adjacent roadways not previously annexed to the Village. Subject to the provisions of Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8 (2018), as amended, the Parties respectively agree to do all things necessary or appropriate to cause the Subject Property to be duly and validly annexed to the Village, including adoption of an ordinance by the Village annexing the Subject Property pursuant to this Annexation Agreement.

*Section 2. Zoning and Current Use.*

Immediately following passage of the ordinance annexing the Subject Property, the Corporate Authorities shall pass an ordinance in substantially the form attached hereto and incorporated herein as Exhibit C rezoning the property to SD, Special Development District, which zoning classification the Village shall not initiate to rescind or amend with respect to the Subject Property without notice to the Owner provided, however, the Subject Property shall be permitted to continue the agricultural use until the Village has approved a development plan for the Subject Property consistent with requirements of the SD Special Development District. For so long as the Owner's current use of the Subject Property as vacant land for agricultural use continues, the Subject Property shall be exempt from any and all Village zoning, ordinances, codes, or regulations pertaining to the Subject Property, but shall be subject to the zoning requirements, ordinances and regulations of the County of Kane, Illinois.

*Section 3. Less Restrictive Ordinances.*

If, during the terms of this Agreement, any existing, amended, modified or new ordinances, codes or regulations affecting the zoning, subdivision, development, construction of improvements, building or appurtenances, or other regulatory ordinances regarding the safety of the populace are amended or modified in any manner to impose less restrictive requirements on the development of or construction upon properties within the Village, then the benefit of such less restrictive requirements shall inure to the benefit of the Owner and anything to the contrary contained herein notwithstanding, the Owner may elect to proceed with respect to the development of or construction upon the Subject Property upon the less restrictive amendment or modification applicable generally to all properties within the Village.

*Section 4. More Restrictive Ordinances.*

Except as specifically provided herein, if, for the term of this Agreement, any existing, amended, modified or new ordinances, codes, or regulations of general applicability throughout the community to a land developer or sub-divider affecting the zoning, subdivision, development, construction of improvements, building or appurtenances, or other regulatory ordinances are amended or modified in any manner to impose more stringent requirements regarding the above, such increased requirements shall be effective as applied to the Subject Property so long as such amendments or modifications are non-discriminatory in their application and effect throughout the Village.

*Section 5. Rescission of Annexation.*

It is hereby acknowledged and agreed by the Village, that the Owner shall have the unilateral right, exercisable without the consent of the Village, to rescind this Annexation Agreement to compel the Village to vacate any ordinance of annexation, subdivision or zoning of the Subject Property, if the adjoining parcel of real estate containing approximately thirty-four (34) acres legally described on Exhibit D attached hereto (the "*Adjoining Parcel*") is not conveyed to a third party, in accordance with a certain Real Estate Sale Contract dated October 1, 2018, as amended. Such rescission shall occur by simple written notice of the Owner to the

Village demanding rescission, whereupon the Village shall immediately initiate and complete in a diligent way all steps required of it to cancel, set aside and rescind the annexation of the Subject Property. This right shall be specifically enforceable by the Circuit Court of Kane County, Illinois upon request of the Owner, their successor or assigns, as the case may be.

*Section 6. Defects in Annexation.*

In the event that the annexation of the Subject Property is in any way deemed to be defective, the Parties agree that they will do all things legally necessary and appropriate in an attempt to cure any and all defects to cause the Subject Property to be validly annexed to the Village, and any other applicable laws and in compliance with this Annexation Agreement. This Annexation Agreement shall be null and void if the Subject Property is not legally and validly annexed to the Village.

*Section 7. Future Cooperation.*

The Parties shall cooperate with one another on an ongoing basis and make every reasonable effort (including, with respect to the Village, the holding of additional public hearings and the adoption of such ordinances as expeditiously as possible and as may be necessary) to further the implementation of the provisions of this Annexation Agreement and the intentions of the Parties as reflected by the provisions of this Annexation Agreement.

*Section 8. Waiver of Fees.*

The Village hereby waives the Planning and Zoning application fee for annexation of \$2,400.00. The Owner and Village agree that that the Village shall waive any and all other fees with respect to consideration of this Agreement and the annexation of the Subject Property to the Village, including, but not limited to, all impact fees, donations, dedications and the like. Any tap on fees, connection fees or the like shall be imposed upon and due as a result of any future development of the Subject Property, or any part thereof, as applicable. Each party shall be responsible for its own out-of-pocket expenses in connection with the negotiation and execution of this Agreement, including, but not limited to, attorney's fees, planning and engineer consultant fees, court reporter fees, publication costs, etc. The Village represents to the Owner, upon which representation the Owner relies, that no current recapture or similar fee shall be applicable to the Subject Property upon annexation to the Village including, but not limited to, the Village specifically waiving and releasing any obligation for recapture or other fees and costs arising from that certain Recapture Agreement, dated June 20, 2005, by and between the Village and Pulte Home Corporation.

*Section 9. Binding Effect and Term.*

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

*Section 10. Notices and Remedies.*

Upon a breach of this Agreement, the parties hereto agree that the venue shall be the Circuit Court of Kane County. It is further understood by the parties hereto that upon breach of this Agreement the non-defaulting party may exercise any remedy available at law or equity.

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

Notice shall be provided at the following addresses:

***To the Village:*** Village of West Dundee  
102 South Second Street  
West Dundee, Illinois 60118  
Attn: Village Manager

***With a copy to:*** Kathleen Field Orr  
Kathleen Field Orr & Associates  
53 West Jackson Blvd., Suite 964  
Chicago, Illinois 60604

***To the Owner:*** Kurt W. Anstaett, as Successor Trustee  
535 Ash Street  
Winnetka, Illinois 60093

Rosemary H. Bentley, Trustee  
11078 Pueblo Drive  
La Mesa, California 91941

H. Fred Heuser and Judith Surr ridge Heuser, Co-Trustee  
24 Cerritos Avenue  
San Francisco, California 94127

Richard R. Heuser  
Two Essex Reach Road  
Essex, Massachusetts 01929

***With a copy to:*** Nicholas S. Peppers  
Storino, Ramello & Durkin  
9501 West Devon Avenue, Suite 800  
Rosemont, Illinois 60018



*Section 11. Agreement to Prevail over Ordinances.*

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

*Section 12. Provisions.*

If any provision of this Agreement or its application to any person, entity, or property is held invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect the application or validity of any other terms, conditions and provisions of this Agreement and, to that end, any terms, conditions and provisions of this Agreement are declared to be severable. The invalidity of any provision of this Annexation Agreement shall not affect any zoning classification for the Subject Property which has been approved by the Village pursuant to the provisions of the Village's ordinances and regulations. Any change to such zoning classification shall take place only in accordance with applicable statutes and ordinances.

*Section 13. Amendments and Modifications.*

No agreement, amendment, modification, understanding or waiver of or with respect to this Annexation Agreement or any term, provision, covenant or condition hereof, nor any approval or consent given under or with respect to this Annexation Agreement, shall be effective for any purpose unless contained in writing signed by the Party against which such agreement, amendment, modification, understanding, waiver, approval or consent is asserted.

*Section 14. Counterparts; Facsimile.*

This Annexation Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile copy of this Annexation Agreement and any signatures thereon will be considered for all purposes as originals.

*Section 15. Governing Law and Venue.*

This Annexation Agreement shall be governed by the laws of the State of Illinois, both as to interpretation and performance, and any legal proceeding of any kind arising from this Annexation Agreement shall be filed in the Circuit Court of Kane County, Illinois.

*Section 16. Force Majeure.*

Whenever a period of time is provided for in this Annexation Agreement for either the Village or the Owner to do or perform any act or obligation, neither Party shall be liable for any delays or inability to perform due to causes beyond the control of said Party such as war, riot, strike or lockout by or against either Party's own employees or suppliers, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, tornado or any act

of nature. Any time period shall be extended for only the actual amount of time said Party is so delayed pursuant to this Section.

*Section 17. No Personal Liability of Corporate Authorities.*

The Parties acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the Village and the corporate authorities of the Owner are entering into this Annexation Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacities.

[SIGNATURE PAGES FOLLOW IMMEDIATELY]

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be executed by their duly authorized officers on the above date at West Dundee, Illinois.


VILLAGE:

Village of West Dundee, an Illinois  
municipal corporation

By:

  
\_\_\_\_\_  
Mayor

Attest:

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

OWNERS:

Kurt W. Anstaett, Successor Trustee of the  
Eleanor Heuser Anstaett Trust, dated  
January 14, 1997

By:

  
\_\_\_\_\_  
Owner

Rosemary H. Bentley, Trustee of the  
Bentley Family Trust dated June 9, 1978

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

Owner

H. Frederick Heuser, Co-Trustee of the  
Frederick Heuser and Judith Heuser  
Revocable Living Trust, dated January 14, 1997

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

Owner

Judith Surrige Heuser, Co-Trustee of the  
Frederick Heuser and Judith Heuser  
Revocable Living Trust, dated January 14, 1997

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

Owner

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

Richard R. Heuser, individually

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be executed by their duly authorized officers on the above date at West Dundee, Illinois.

VILLAGE:

Village of West Dundee, an Illinois municipal corporation

By:

  
\_\_\_\_\_  
Mayor

Attest:

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

OWNERS:

Kurt W. Anstaett, Successor Trustee of the Eleanor Heuser Anstaett Trust, dated January 14, 1997

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

Owner

Rosemary H. Bentley, Trustee of the Bentley Family Trust dated June 9, 1978

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

  
\_\_\_\_\_  
Owner

H. Frederick Heuser, Co-Trustee of the Frederick Heuser and Judith Heuser Revocable Living Trust, dated January 14, 1997

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

Owner

Judith Surrige Heuser, Co-Trustee of the Frederick Heuser and Judith Heuser Revocable Living Trust, dated January 14, 1997

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

Owner

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

Richard R. Heuser, individually

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be executed by their duly authorized officers on the above date at West Dundee, Illinois.

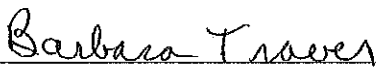
VILLAGE:

Village of West Dundee, an Illinois  
municipal corporation

By: 

Mayor

Attest:

  
Village Clerk

OWNERS:

Kurt W. Anstaett, Successor Trustee of the  
Eleanor Heuser Anstaett Trust, dated  
January 14, 1997

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

Owner

Rosemary H. Bentley, Trustee of the  
Bentley Family Trust dated June 9, 1978

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

Owner

H. Frederick Heuser, Co-Trustee of the  
Frederick Heuser and Judith Heuser  
Revocable Living Trust, dated January 14, 1997

By: 

Owner

Judith Surrige Heuser, Co-Trustee of the  
Frederick Heuser and Judith Heuser  
Revocable Living Trust, dated January 14, 1997

By: 

Owner

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

Richard R. Heuser, individually

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be executed by their duly authorized officers on the above date at West Dundee, Illinois.

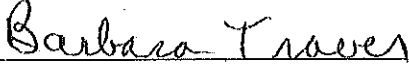
VILLAGE:

Village of West Dundee, an Illinois  
municipal corporation

By:

  
\_\_\_\_\_  
Mayor

Attest:

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

OWNERS:

Kurt W. Anstaett, Successor Trustee of the  
Eleanor Heuser Anstaett Trust, dated  
January 14, 1997

By:

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Owner

Rosemary H. Bentley, Trustee of the  
Bentley Family Trust dated June 9, 1978

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By:

\_\_\_\_\_  
Owner

Judith Surrige Heuser, Co-Trustee of the  
Frederick Heuser and Judith Heuser  
Revocable Living Trust, dated January 14, 1997

By:

\_\_\_\_\_  
Owner

By:

  
\_\_\_\_\_  
Richard R. Heuser, individually

## EXHIBIT A

### LEGAL DESCRIPTION

THAT PART OF THE NORTHEAST ¼, SECTION 19, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 5 IN THE FIRST ADDITION TO COUNTRY VIEW HIGHLANDS SUBDIVISION, RECORDED JULY 30, 1956 PER DOCUMENT 813223; THENCE NORTH 01 DEGREES 19 MINUTES 06 SECONDS WEST ALONG THE NORTHERLY EXTENSION OF SAID LOT 5, A DISTANCE OF 237.43 FEET TO A LINE PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH 88 DEGREES 59 MINUTES 25 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 711.26 FEET TO A LINE PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE SOUTH 00 DEGREES 14 MINUTES 50 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 607.66 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD/IL ROUTE 72 AS DEDICATED PER DOCUMENT 339017; THENCE NORTH 89 DEGREES 35 MINUTES 11 SECONDS EAST ALONG SAID RIGHT-OF-WAY. A DISTANCE OF 151.04 FEET TO THE NORTHERLY RIGHT-OF-WAY FOR THE FOLLOWING 4 COURSES 1) THENCE NORTH 00 DEGREES 25 MINUTES 43 SECONDS WEST, A DISTANCE OF 9.73 FEET; 2) THENCE NORTH 89 DEGREES 34 MINUTES 17 SECONDS EAST, A DISTANCE OF 350.02 FEET; 3) THENCE NORTH 00 DEGREES 25 MINUTES 43 SECONDS WEST, A DISTANCE OF 10.00 FEET; 4) THENCE NORTH 89 DEGREES 34 MINUTES 17 SECONDS EAST, A DISTANCE OF 224.50 FEET TO THE WEST LINE OF COUNTRY VIEW HIGHLANDS SUBDIVISION, RECORDED JANUARY 24, 1956 PER DOCUMENT 799543; THENCE NORTH 01 DEGREES 19 MINUTES 06 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 532.80 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

TOGETHER WITH THAT PART OF HIGGINS ROAD/IL. RTE. 72 LYING SOUTH OF AND ADJOINING THE ABOVE DESCRIBED PROPERTY, NOT HERETOFORE ANNEXED.

**EXHIBIT B**

**PLAT OF ANNEXATION**

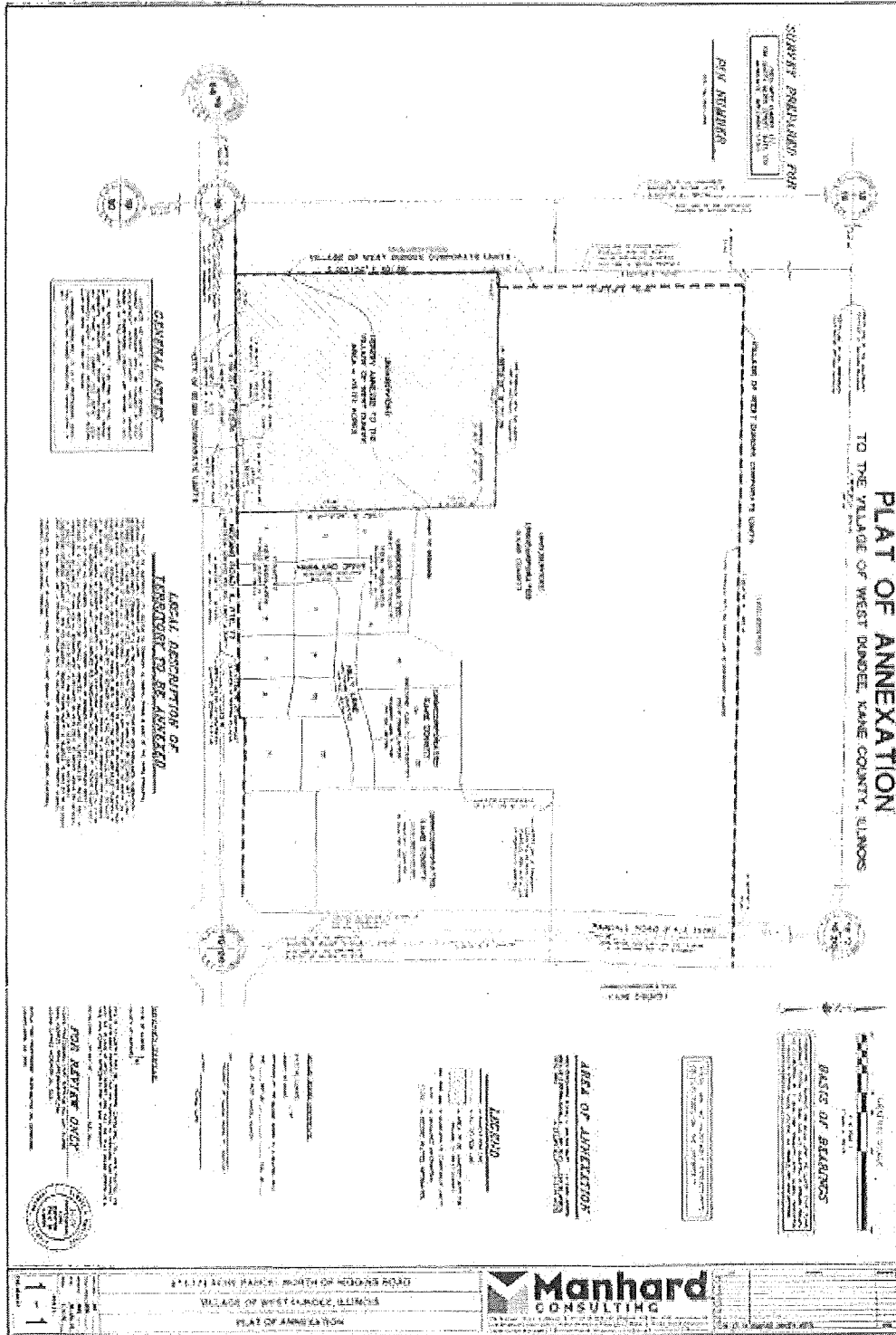




EXHIBIT C  
ZONING ORDINANCE

**ORDINANCE No. 2019-14**

**AN ORDINANCE APPROVING REZONING FROM FARMING (UNINCORPORATED) TO SDD SPECIAL DEVELOPMENT DISTRICT AND VARIATIONS FROM THE MINIMUM DEVELOPMENT PARCEL AREA OF THE APPLICABLE LAND USE AREAS OF THE SDD SPECIAL DEVELOPMENT DISTRICT**

WHEREAS, The Village of West Dundee, Kane County, Illinois (the "Village"), is a home rule municipality pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois, and as such, may exercise any power and perform any function pertaining to its government and affairs; and,

WHEREAS, Kurt W. Anstaett, as Successor Trustee of the Eleanor Heuser Anstaett Declaration of Trust, dated January 14, 1997; Rosemary H. Bentley, as Trustee of the Bentley Family Trust, dated June 9, 1978; H. Frederick Heuser and Judith Surridge Heuser Revocable Living Trust under Trust Agreement dated January 14, 1995; and Richard R. Heuser, individually (collectively, the "Owners") filed a petition with the Village to consider upon annexation of the territory: (1) rezoning from Farming (Unincorporated) to SDD Special Development District and (2) variations from the minimum development parcel area standard of the applicable land use areas of the SDD Special Development District (office park, light industrial, single-family, and multi-family); and,

WHEREAS, the approximately 13-acre territory (the "Subject Property") is legally described as:

THAT PART OF THE NORTHEAST 1/4, SECTION 19, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 5 IN THE FIRST ADDITION TO COUNTRY VIEW HIGHLANDS SUBDIVISION, RECORDED JULY 30, 1956 PER DOCUMENT 813223; THENCE NORTH 01 DEGREES 19 MINUTES 06 SECONDS WEST ALONG THE NORTHERLY EXTENSION OF SAID LOT 5, A DISTANCE OF 237.43 FEET TO A LINE PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH 88 DEGREES 59 MINUTES 26 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 711.26 FEET TO A LINE PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE SOUTH 00 DEGREES 14 MINUTES 50 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 807.68 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD/IL ROUTE 72 AS DEDICATED PER DOCUMENT 339017; THENCE NORTH 89 DEGREES 35 MINUTES 11 SECONDS EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 151.04 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE AS WIDENED PER CONDEMNATION CASE 2011 ED 37; THENCE ALONG SAID RIGHT-OF-WAY FOR THE FOLLOWING 4 COURSES: 1) THENCE NORTH 00 DEGREES 25 MINUTES 43 SECONDS WEST, A DISTANCE OF 9.73 FEET; 2) THENCE NORTH 89 DEGREES 34 MINUTES 17 SECONDS EAST, A DISTANCE OF 350.02 FEET; 3) THENCE NORTH 00 DEGREES 25 MINUTES 43 SECONDS WEST, A DISTANCE OF 10.00 FEET; 4) THENCE NORTH 89 DEGREES 34 MINUTES 17 SECONDS EAST, A DISTANCE OF 224.50 FEET TO THE WEST LINE OF COUNTRY VIEW HIGHLANDS SUBDIVISION, RECORDED JANUARY 24, 1956 PER DOCUMENT 799543; THENCE NORTH 01 DEGREES 19 MINUTES 06 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 532.80 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS; and,

WHEREAS, a Public Hearing was held by the West Dundee Planning and Zoning Commission on May 20, 2019 after due notice in the manner provided by law; and,

WHEREAS, the West Dundee Planning and Zoning Commission, after deliberation of the Developer's application, made findings of fact and a unanimous recommendation of approval that the granting of said rezoning and variations from the minimum development parcel standard of the SDD Special Development District for the Subject Property meets the requirements of the West Dundee Municipal Code; and,

WHEREAS, the Village President and Board of Trustees (the "Corporate Authorities") have considered the recommendations and findings of fact of the West Dundee Planning and Zoning Commission.

NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES, VILLAGE OF WEST DUNDEE, KANE COUNTY, ILLINOIS, as follows:

Section 1: The Property is hereby rezoned from Farming (Unincorporated) to SDD Special Development District; and

Section 2: The variations granting relief of an area of 6.826 acres from the 20-acre minimum development parcel area of the office park [Section 10-7-5-1C(1)], light industrial [Section 10-7-5-2C(1)], single-family [Section 10-7-5-5C(1)] and multi-family [Section 10-7-5-6C(1)] land use areas of the SDD Special Development District are hereby approved.

Section 3: That all requirements set forth in the Zoning Ordinance of the Village of West Dundee, shall be complied with, except as otherwise provided in this Ordinance.

Section 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5: 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 by the Board of Trustees of the Village of West Dundee, Kane County, Illinois, and approved by the President of said Village this 22<sup>nd</sup> day of July, 2019.


AYES: Trustees Price, Yuscka, Anderley, Wilbrandt and Kembitzky  
NAYS: None  
ABSENT: Trustee Hanley

APPROVED:



Christopher Nelson, Village President

ATTEST:

  
Barbara Traver, Village Clerk

Passed: July 22, 2019  
Approved: July 22, 2019  
Published: July 23, 2019

Prepared by:  
Village of West Dundee  
Community Development Department  
100 Carrington Drive  
West Dundee, IL 60118

**EXHIBIT D**

**ADJOINING PARCEL LEGAL DESCRIPTION**

THAT PART OF THE NORTHEAST ¼ OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 5 IN THE FIRST ADDITION TO COUNTRY VIEW HIGHLANDS SUBDIVISION RECORDED JULY 30, 1956 AS DOCUMENT 813223; THENCE NORTH 01 DEGREES 19 MINUTES 06 SECONDS WEST ALONG THE NORTHERLY EXTENSION OF SAID LOT 5 A DISTANCE OF 237.43 FEET TO A LINE PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH 88 DEGREES 59 MINUTES 26 SECONDS WEST ALONG SAID PARALLEL LINE A DISTANCE OF 666.23 FEET TO A LINE PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH 00 DEGREES 14 MINUTES 50 SECONDS WEST ALONG SAID PARALLEL LINE A DISTANCE OF 750.00 FEET TO A LINE PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 88 DEGREES 59 MINUTES 26 SECONDS EAST ALONG SAID PARALLEL NORTH LINE A DISTANCE OF 1920.31 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF RANDALL ROAD (F.A.U. 2505) AS WIDENED PER DOCUMENT 97K066511 AND A POINT ON A NON-TANGENT CURVE; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY FOR THE FOLLOWING 2 COURSES: (1) THENCE SOUTHERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 11,394.16 FEET SUBTENDING A CHORD BEARING SOUTH 02 DEGREES 18 MINUTES 28 SECONDS WEST, A CHORD DISTANCE OF 245.31 FEET AND AN ARC DISTANCE OF 245.31 FEET TO A POINT ON A NON-TANGENT CURVE; (2) THENCE CONTINUING SOUTHERLY ALONG SAID CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 11,524.16 FEET SUBTENDING A CHORD BEARING SOUTH 02 DEGREES 08 MINUTES 52 SECONDS WEST, A CHORD DISTANCE OF 312.46 FEET AND AN ARC DISTANCE OF 312.47 FEET TO THE NORTH LINE OF PROPERTY CONVEYED IN A DEED RECORDED AS DOCUMENT 1222228, ALSO BEING PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 88 DEGREES 59 MINUTES 26 SECONDS WEST ALONG SAID NORTH LINE A DISTANCE OF 366.43 FEET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 13 IN SECOND ADDITION TO COUNTRY VIEW HIGHLANDS RECORDED JUNE 9, 1956 AS DOCUMENT 891700; THENCE SOUTH 00 DEGREES 27 MINUTES 29 SECONDS WEST ALONG SAID NORTHERLY EXTENSION A DISTANCE OF 283.99 FEET ALONG SAID NORTHERLY EXTENSION TO THE NORTHERLY LINE OF SAID SECOND ADDITION TO COUNTRY VIEW HIGHLANDS; THENCE ALONG SAID NORTHERLY LINE FOR THE FOLLOWING 2 COURSES: (1) THENCE NORTH 89 DEGREES 32 MINUTES 31 SECONDS WEST A DISTANCE OF 392.95 FEET; (2) THENCE SOUTH 27 DEGREES 26 MINUTES 52 SECONDS WEST A DISTANCE OF 185.90 FEET TO THE NORTHEAST CORNER OF SAID FIRST ADDITION TO COUNTRY VIEW HIGHLANDS; THENCE NORTH 85 DEGREES 13 MINUTES 31 SECONDS WEST ALONG SAID NORTHERLY LINE A DISTANCE OF 377.64 FEET TO SAID POINT OF BEGINNING IN KANE COUNTY, ILLINOIS.