

**ORDINANCE 2021-13**

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT FOR  
APPROXIMATELY 56 ACRES  
(Adjacent to Voyageur Landing)**

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, ERT Elgin, LLC (the “Owner”) filed a petition with the Village to annex approximately 56 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 ORDAINED 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 17<sup>th</sup> day of May, 2021.

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

APPROVED:



Christopher Nelson, Village President

ATTEST:



Barbara Traver, Village Clerk

Passed: May 17, 2021

Approved: May 17, 2021

Published: May 18, 2021

Prepared by:

Village of West Dundee

Community Development Department

100 Carrington Drive

West Dundee, IL 60118

STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF KANE            )

**ANNEXATION AGREEMENT**

This Annexation Agreement (hereinafter (“*Agreement*”), is made and entered into this 17<sup>th</sup> day of May, 2021, by and between the Village of West Dundee, Kane County, a municipal corporation, hereinafter referred to as the “*Village*” and ERT ELGIN, LLC, A Missouri limited liability company (“*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 56 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 with Light Industrial Use Area Designation 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 with Light Industrial Use Area Designation pursuant to Title 10, Chapter 7 of the West Dundee Municipal Code and will also seek site plan approval and Special Use for Freight Terminal (the Special Use”); 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 with Light Industrial Use Area Designation, 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 and the Special Use. 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: Dedication of Property.*

The owner and Village agree that, upon formalization of a development plan, a formal dedication of the property abutting the Fox River from the north property line to the south property line, immediately adjacent to the Fox River, of an appropriate width approximately equal to the width of the Kane County Forest Preserve property line immediately to the south and is sufficient to provide for a regional trail system that is contemplated to be developed. The developer has no other obligation regarding this trail development other than the dedication of the property.

*Section 4. 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 5. 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 6. 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 development plan and Zoning and Special Use is not duly approved by the Village on terms and conditions acceptable to the Owner. 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 7. 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 8. 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 9. Waiver of Fees.*

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.

*Section 10. 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 11. 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  
2024 Hickory Road  
Homewood, Illinois 60430  
Suite205

***To the Owner:*** ERT Elgin, LLC  
1530 S. Second Street  
St. Louis, Missouri 63104  
Attn: John J Diehl, Jr.

*Section 12. 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 13. 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 14. 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 15. 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 16. 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 17. 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 18. 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 Agreement 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:



Village President

Attest:



Village Clerk

OWNER:

ERT Elgin, LLC, a Missouri limited  
liability company

By:

Name/Title

**EXHIBIT A**

PARCEL 1:

THAT PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 35 TOWNSHIP 42 NORTH RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID SOUTHWEST FRACTIONAL QUARTER 73.9 FEET NORTH OF THE SOUTHWEST CORNER THEREOF, SAID POINT BEING ON THE NORTH LINE OF AFORESAID PARCEL NO. N-4D-671; THENCE SOUTH 89 DEGREES 05 MINUTES EAST ALONG THE NORTH LINE THEREOF 506.33 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 05 MINUTES EAST 426.32 FEET; THENCE NORTH 15 DEGREES EAST 239.0 FEET; THENCE NORTH 07 DEGREES 49 MINUTES EAST 474.48 FEET; THENCE NORTH 06 DEGREES 52 MINUTES 20 SECONDS WEST 641.35 FEET; THENCE NORTH 40 DEGREES 11 MINUTES WEST 143.50 FEET; THENCE NORTH 05 DEGREES 18 MINUTES WEST 161.75 FEET; THENCE NORTH 90 DEGREES WEST 368.44 FEET; THENCE SOUTH 0 DEGREES 1601.94 FEET TO THE PLACE OF BEGINNING, IN THE TOWNSHIP OF DUNDEE, KANE COUNTY, ILLINOIS

PARCEL 2:

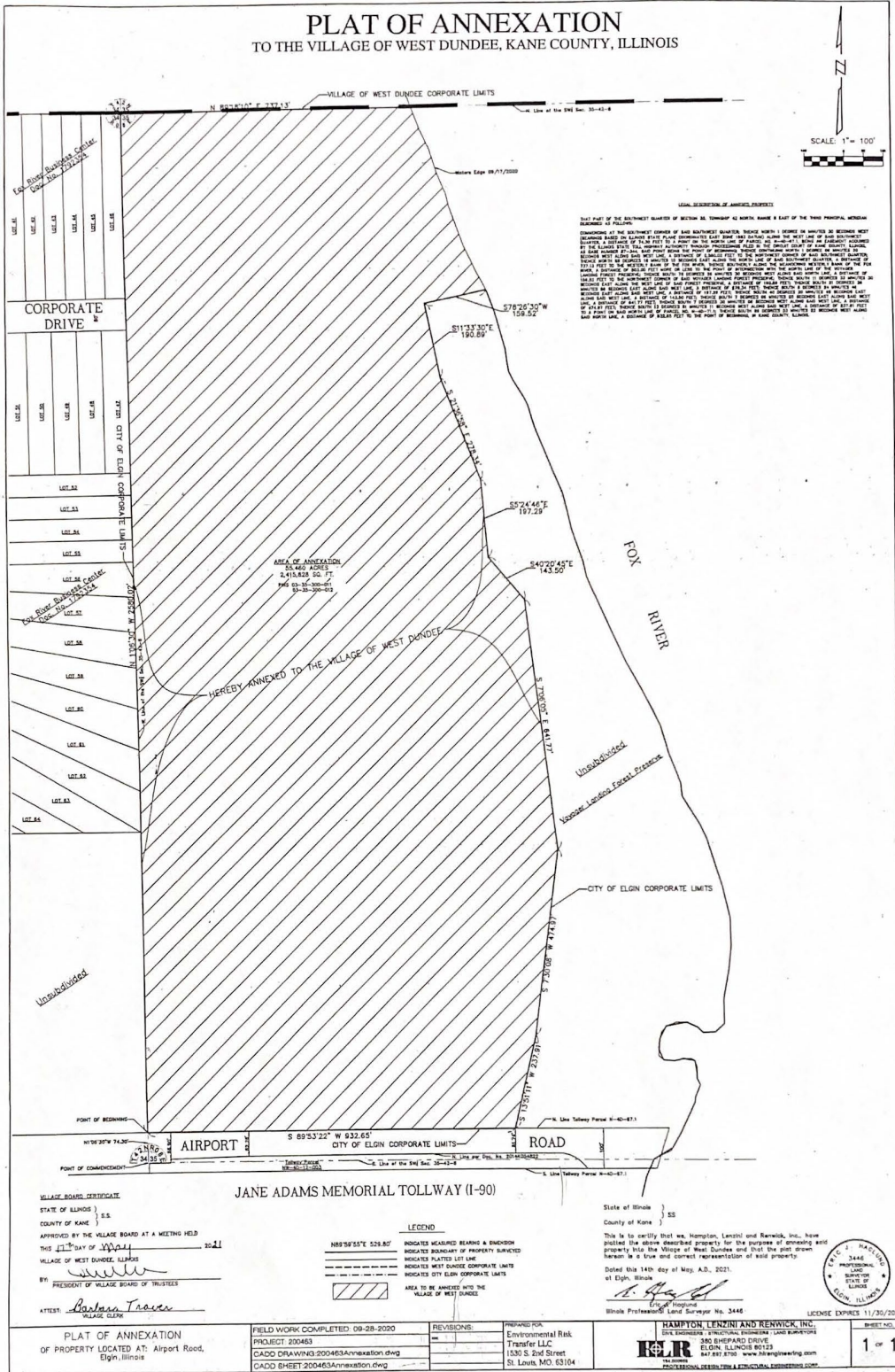
THE WEST FRACTION OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE NORTHERLY LINE OF PARCEL NO. N-4D-67.1 BEING AN EASEMENT ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSIONER THROUGH PROCEEDINGS FILED IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS, AS CASE NUMBER 57-344, (EXCEPT THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID SECTION 35, 73.9 FEET NORTH OF THE SOUTHWEST CORNER THEREOF, SAID POINT OF BEGIN ON THE NORTH LINE OF A PERMANENT ROADWAY EASEMENT ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSIONER THROUGH PROCEEDING FILED IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS CASE NUMBER 57-344; THENCE EAST ALONG THE NORTH LINE OF SAID PERMANENT ROADWAY EASEMENT, 932.65 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 15 DEGREES 00 MINUTES EAST 239.0 FEET; THENCE NORTH 7 DEGREES 49 MINUTES EAST 474.48 FEET; THENCE NORTH 6 DEGREES 52 MINUTES 20 SECONDS WEST 641.35 FEET; THENCE NORTH 40 DEGREES 11 MINUTES WEST 143.50 FEET; THENCE NORTH 5 DEGREES 18 MINUTES WEST 197.00 FEET; THENCE NORTH 21 DEGREES 20 MINUTES 40 SECONDS WEST 278.42 FEET; THENCE NORTH 11 DEGREES 28 MINUTES 40 SECONDS WEST 190.65 FEET; THENCE NORTH 78 DEGREES 31 MINUTES 20 SECONDS EAST 164.0 FEET TO THE WESTERLY BANK OF FOX RIVER; THENCE SOUTHERLY ALONG THE MEANDERING WESTERLY BANK OF THE FOX RIVER, 2225 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE AFORESAID PERMANENT ROADWAY EASEMENT; THENCE WEST ALONG SAID NORTH LINE OF SAID PERMANENT ROADWAY EASEMENT, 384.25 FEET TO THE POINT OF BEGINNING, AND ALSO EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF SAID SOUTHWEST FRACTIONAL QUARTER 73.9 FEET NORTH OF THE SOUTHWEST CORNER THEREOF, SAID POINT BEING ON THE NORTH LINE OF AFORESAID PARCEL NO. N-4D-671; THENCE SOUTH 89 DEGREES 05 MINUTES EAST ALONG THE NORTH LINE THEREOF 506.33 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 05 MINUTES EAST 426.32 FEET; THENCE NORTH 15 DEGREES EAST 239.0 FEET; THENCE NORTH 07 DEGREES 49 MINUTES EAST 474.48 FEET; THENCE NORTH 06 DEGREES 52 MINUTES 20 SECONDS WEST 641.35

FEET; THENCE NORTH 40 DEGREES 11 MINUTES WEST 143.50 FEET; THENCE NORTH 05 DEGREES 18 MINUTES WEST 161.75 FEET; THENCE NORTH 90 DEGREES WEST 368.44 FEET; THENCE SOUTH 0 DEGREES 1601.94 FEET TO THE PLACE OF BEGINNING), IN THE TOWNSHIP OF DUNDEE, KANE COUNTY, ILLINOIS.

# EXHIBIT B

## PLAT OF ANNEXATION



**EXHIBIT C**  
**ZONING ORDINANCE**

## ORDINANCE 2021-15

### AN ORDINANCE APPROVING REZONING FROM FARMING TO SD SPECIAL DEVELOPMENT DISTRICT WITH LIGHT INDUSTRIAL USE AREA DESIGNATION (Adjacent to Voyageur Landing)

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, ERT Elgin, LLC (the "Owner") filed a petition with the Village to rezone the approximately 56 acres (the "Subject Property") from Farming to SD Special Development District with light industrial use area designation; and,

WHEREAS, the Subject Property is legally described as:

*Parcel 1:* The West fraction of the Southwest fractional quarter of Section 35, Township 42 North, Range 8 East of the Third Principal Meridian, lying Northerly of the Northerly line of Parcel No. N-4D-671 being an easement acquired by the Illinois State Toll Highway Commissioner through proceedings filed in the Circuit Court of Kane County, Illinois, as Case No. 57-344, (except that part described as follows: Commencing at a point on the West Line of said Section 35, 73.9 feet North of the Southwest corner thereof, said point being on the North line of a permanent roadway easement acquired by the Illinois State Toll Highway Commissioner through proceedings filed in the Circuit Court of Kane County, Illinois, as Case No. 57-344; thence East along the North line of said permanent roadway easement, 932.65 feet for the point of beginning; thence North 15 degrees 00 minutes East 239.0 feet; thence North 7 degrees 49 minutes East 474.48 feet; thence North 6 degrees 52 minutes 20 seconds West 641.35 feet; thence North 40 degrees 11 minutes West 143.50 feet; thence North 5 degrees 18 minutes West 197.00 feet; thence North 21 degrees 20 minutes 40 seconds West 278.42 feet; thence North 11 degrees 28 minutes 40 seconds West 190.65 feet; thence North 78 degrees 31 minutes 20 seconds East 164.0 feet to the Westerly bank of the Fox River; thence Southerly along the meandering Westerly bank of the Fox River, 2225 feet to a point of intersection with the North line of the aforesaid permanent roadway easement; thence West along said North line of said permanent roadway easement, 384.25 feet to the point of beginning, and also excepting therefrom that part described as follows: Commencing at a point on the West line of said Southwest fractional quarter 73.9 feet North of the Southwest corner thereof, said point being on the North line of aforesaid Parcel No. N-4D-671; thence South 89 degrees 05 minutes East along the North line thereof 506.33 feet for a place of beginning; thence continuing South 89 degrees 05 minutes East 426.32 feet; thence North 15 degrees East 239.0 feet; thence North 07 degrees 49 minutes East 474.48 feet; thence North 06 degrees 52 minutes 20 seconds West 641.35 feet then North 40 degrees 11 minutes West 143.50 feet; thence North 05 degrees 18 minutes West 161.75 feet; thence North 90 degrees West 368.44 feet; thence South 0 degrees

1601.94 feet to the place of beginning), in the Township of Dundee, Kane County, Illinois. Containing 37.59 Acres more or less. (PIN: 03-35-300-011); and,

*Parcel 2:* That part of the SW fractional quarter of Section 35 Township 42 North Range 8 East of the Third Principal Meridian described as follows: Commencing at a point of the west line of said Southwest Fractional Quarter 73.9 feet North of the Southwest corner thereof, said point beginning on the North line of aforesaid parcel No. N-4D-671, thence South 89 degrees 05 minutes east along the north line thereof 506.33 feet for a place of beginning, thence continuing South 89 degrees 05 minutes East 426.33 feet; thence North 15 degrees East 239.0 feet, thence North 07 degrees 49 minutes East 474.48 feet, thence North 06 degrees 52 minutes 20 seconds West 641.35 feet, thence North 40 degrees 11 minutes West 143.50 feet; thence North 05 degrees 18 minutes West 161.74 feet, thence North 90 degrees West 368.44 feet; thence South 0 degrees 1601.94 feet to the place of beginning, in the Township of Dundee, Kane County, Illinois. Containing 17.87 Acres more or less (PIN: 03-35-300-012); and,

WHEREAS, a Public Hearing was held by the West Dundee Planning and Zoning Commission on February 22, 2021 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 to the SD 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 ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES, VILLAGE OF WEST DUNDEE, KANE COUNTY, ILLINOIS, as follows:

Section 1: The Subject Property is hereby rezoned from Farming to SD Special Development District with Light Industrial Use Area Designation; and

Section 2: 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 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.

PASSED by the Board of Trustees of the Village of West Dundee, Kane County, Illinois, and approved by the President of said Village this 17th day of May, 2021.

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

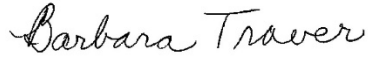
ABSENT: None

APPROVED:



Christopher Nelson, Village President

ATTEST:



Barbara Traver, Village Clerk

Passed: 05-17-2021  
Approved: 05-17-2021  
Published: 05-18-2021

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